

*add to
Register
HW 130912*

THIS DEED OF GRANT AND LICENCE and made the *Twenty-eight* day of *April* One thousand nine hundred and ninety seven BETWEEN

- (1) ALLAN ARTHUR COOK of 2 Knapp Close Ledbury Herefordshire (the Owner)
- (2) QUINTILES ENGLAND LIMITED R/O Bromyard Road Ledbury Herefordshire HR8 1LH (the Grantee)

WHEREAS

- (1) The Owner is seised in possession of the freehold interest in the land ("the Owner's Land") described in Schedule 1 below and shown for the purposes of identification only edged red on the Plan "A" annexed to this deed free from incumbrances
- (2) The Owner has agreed to grant to the Grantee out of the Owner's Land for the benefit of the freehold ownership of the Grantee registered Title No. HW 130912 ("the Grantee's Land") the rights details of which are set out in Schedule (2) below ("the Rights")
- (3) The Owner has further agreed to grant a licence for fencing ("the Licence") to the Grantee in terms as herein mentioned

NOW THIS DEED WITNESSES as follows:-

1. Interpretation

In this Deed:

- 1.1 "the Owner's Land" means each and every part of the Owner's Land
- 1.2 "the Grantee's Land" means each and every part of the Grantee's Land
- 1.3 "The Owner" and "the Grantee" include the successors in title of the Owner and the Grantee respectively and in the case of an individual or individuals their respective estates and effects and the last survivor of them and that



survivors estate and effects as the case may be and persons deriving title under the Owners and the Grantee respectively

2. Grant

In consideration of the covenants and declarations on the part of the Grantee herein contained the owner grants the Rights to the Grantee with full title guarantee to hold to the Grantee in fee simple

3. The Grantee's obligations

The Grantee for itself and its successors in title covenants with the Owner so as to bind the Grantee's Land into whosoever hands it may come and for the benefit of the Owner's Land to observe and perform at all times after the date of the deed the stipulations and restrictions contained in Schedule 3 below

4. Grant of Licence for fencing

In consideration of five pence per annum payable by the Grantee to the Owner on the day of in each calendar year (the licence fee) the first payment being on the date hereof the Owner permits the grantee to erect a security fence on the Owner's Land between points X and Y on Plan B hereof until the Licence is determined as provided in Schedule 4 below and the Grantee agrees with the Owner in the terms of Schedule 4 below

5. Indemnity

The Grantee covenants with the Owner to keep the owner indemnified from and against any act loss damage or liability suffered by the Owner in exercise of the Rights and the Licence

6. Reservation of rights and exclusivity

6.1 All rights not specifically and expressly included in the Rights are reserved to the Owner

6.2 Unless otherwise stated the Rights are not granted

exclusively and are granted in common with any corresponding rights of the Owner and other persons lawfully entitled to exercise such rights

7. Perpetuities

It is agreed and declared that the Rights shall be exercisable only if they and their subject matter come into existence within a period of eighty years from the date of this deed which period is to be the perpetuity period applicable to this deed

8. Acknowledgment for production

The Owner acknowledges the right of the Grantee to production of a Conveyance dated 25th day of June 1948 made between Alex Robb & Company Limited (1) the Owner (2) and to delivery of copies and undertakes with the Grantee for the safe custody thereof

9. Noting at H.M. Land Registry

The Owner agrees to use his best endeavours to assist in any application to the Chief Land Registrar for the noting of the Rights on the title benefited by them

10. Headings

The clause headings do not form part of this deed and are not to be taken into account in its construction or interpretation

IN WITNESS whereof the parties hereto have executed as a deed the day and year first before written

SCHEDULE 1

The Owner's Land

ALL THAT piece or parcel of freehold land with its appurtenances lying on the West side of Bromyard Road Ledbury in the County of Herefordshire and comprising 2.678 acres or thereabouts edged red on the Plan A annexed

SCHEDULE 2

The Rights

The rights for the Grantee and its successors in title the owners and occupiers for the time being of the Grantee's Land

(a) to install a sewer or pipe under the Owner's Land along the route marked with a blue line between the points A and B on Plan C hereof and afterwards to maintain and use the sewer or pipe to drain sewage water and soil (so far as may be permitted to do so by the Statutory Sewerage Undertaker for the time being) from the Grantee's Land through such pipes and sewers into the public sewer at point B on Plan C

(b) to enter the Owner's Land at any time on giving at least 24 hours notice (except in the case of emergency) to lay inspect clean maintain or renew the sewer or pipe

SCHEDULE 3

Stipulations and Restrictions

regarding the Rights

1. The Grantee must keep the sewer or pipe in good repair and condition and forthwith make good to the reasonable satisfaction of the Owner all damage to the Owner's Land caused by the installation repair maintenance renewal replacement of the sewer or pipe
2. The Grantee must not allow the sewer or pipe to become a nuisance to the Owner's land
3. The Grantee must take all steps to minimise the damage done to the Owner's Land in the exercise of the Rights granted by this deed and following entering the Owner's Land must fill in excavations and remove all equipment and materials from the Owner's land and restore the surface of the Owner's Land to its

original condition to the reasonable satisfaction of the Owner

4. The Grantee must pay to the reasonable satisfaction of the Owner for any damage it may cause to the Owner's Land arising from leakage from the private sewer or pipe that cannot be made good to the reasonable satisfaction of the Owner and for any loss incurred by the Owner directly resulting from such leakage

SCHEDULE 4

Term and Obligations regarding Licence for fencing

1. The Grantee shall:-

- (a) pay the licence fee to the Owner on the due date
- (b) keep the fence in good repair throughout the period of this licence
- (c) Remove the fence immediately upon determination of the Licence or if any lawfully constituted Authority objects to it and make good the Owner's Land following such removal to the reasonable satisfaction of the Owner
- (d) during the continuance of the licence and at the Grantee's sole expense to cut back the trees overhanging the Owner's Land and remove all cuttings and also to dredge the open section of the stream running on the Owner's Land

2. Determination of Licence

The Licence may be determined on three months written notice by one party to the other and is to determine automatically if the Grantee goes into liquidation whether compulsory or voluntary except for the purposes of amalgamation or reconstruction

SIGNED AS A DEED)

by the said)

ALLAN ARTHUR COOK)

in the presence of:)

WITNESS NAME

ADDRESS

OCCUPATION

The Common Seal of)

QUINTILES ENGLAND LIMITED)

was hereto affixed in)

the presence of)

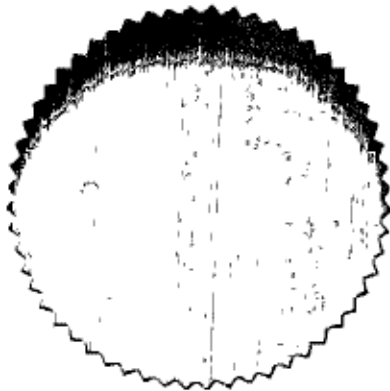
Director

Secretary

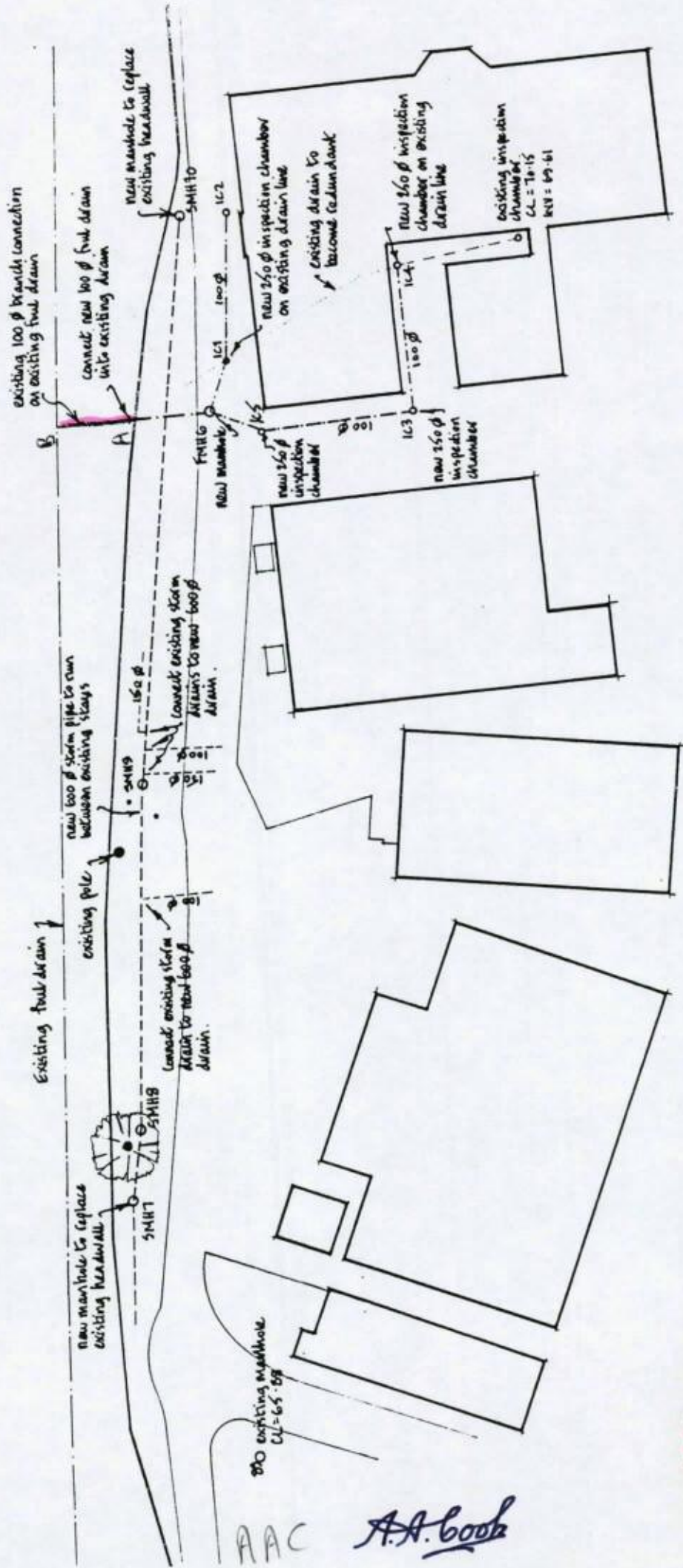
AAC x *Allan Arthur Cook*

*g B Cooke
71 Albert Rd
Ledbury
Herefordshire
HR8 2DN
Housewife*

*g R. Reynolds.
[Signature]*



Plan C



Plan C



1:500 SITE PLAN

AAC

A.A. Cook

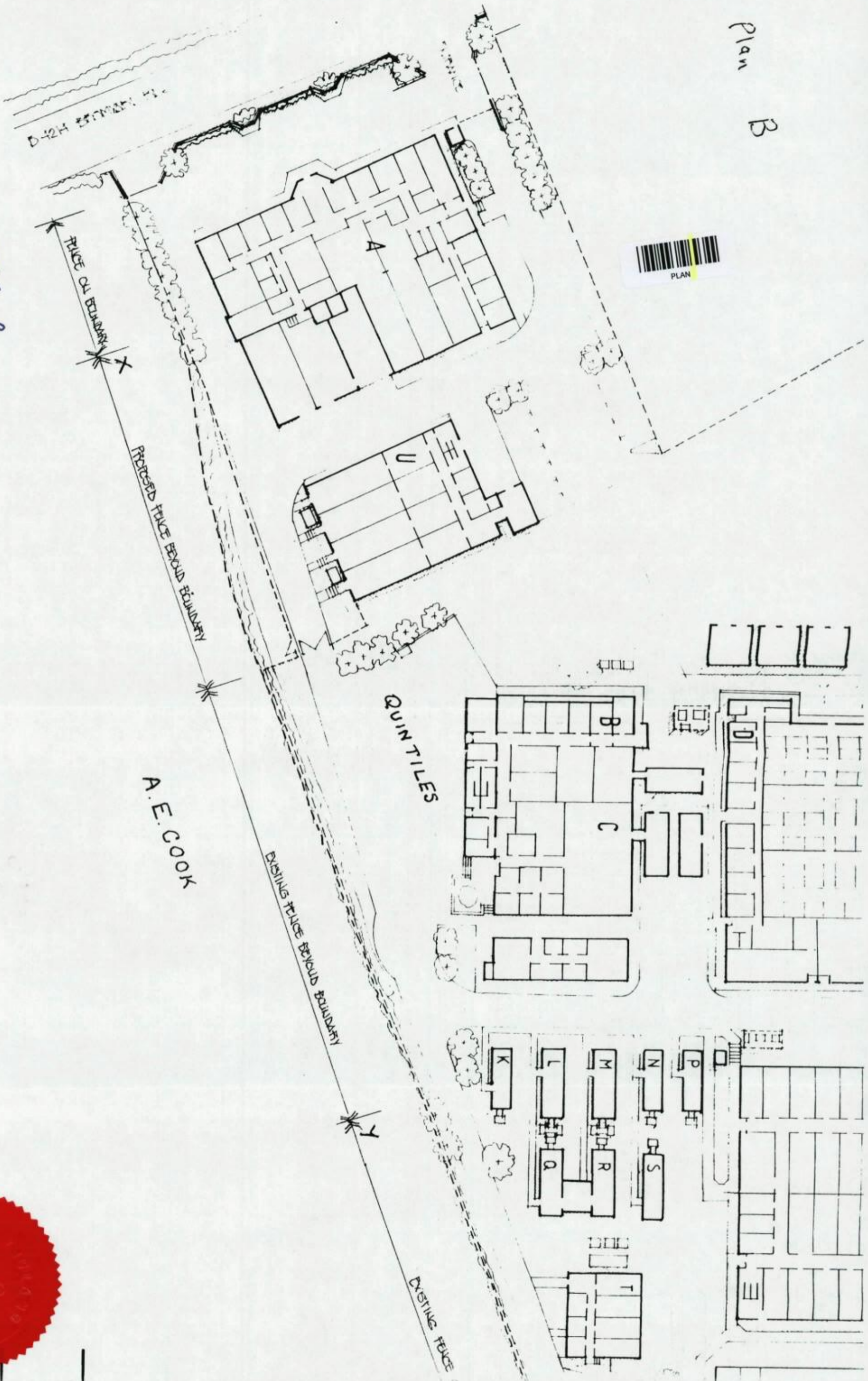


DIAMOND

SCALE
1:500



AAC
A.A. Cook



Plan
B



QUINTILES

A. E. COOK

D-12H ESTIMATE

PROPOSED FENCE BEYOND BOUNDARY

PROPOSED FENCE BEYOND BOUNDARY

EXISTING FENCE BEYOND BOUNDARY

EXISTING FENCE

Plan A

TITLE NUMBER

H.M. LAND REGISTRY

HW 130912

ORDNANCE SURVEY
PLAN REFERENCE

SO 7038

Scale
1:2500

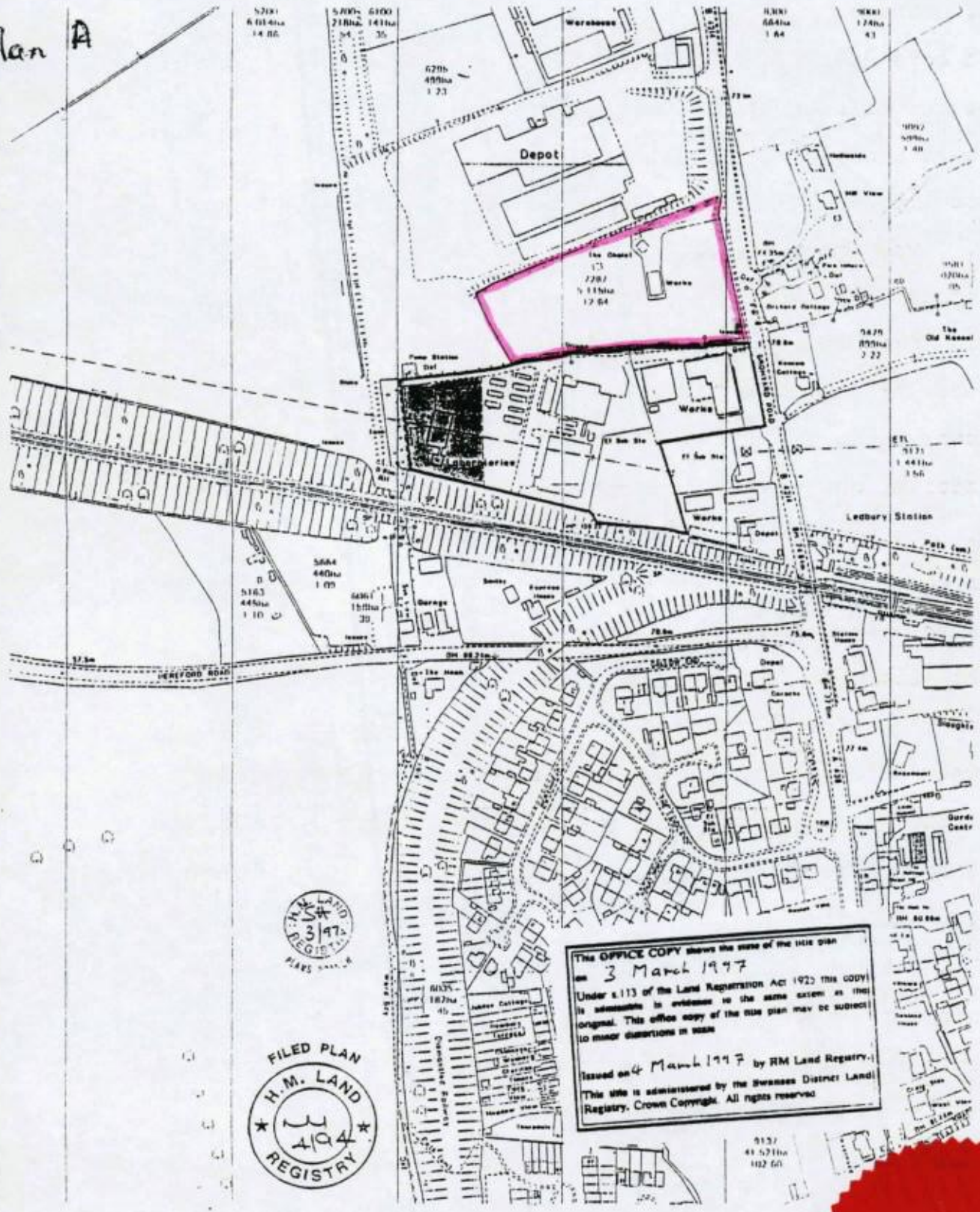
COUNTY HEREFORD AND WORCESTER DISTRICT

MALVERN HILLS

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Plan A



The OFFICE COPY shows the state of the title plan on 3 March 1997
Under s.113 of the Land Registration Act 1925 this COPY is admissible in evidence to the same extent as the original. This office copy of the title plan may be subject to minor variations in size
Issued on 4 March 1997 by RM Land Registry.
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BACK

A.A. Cook