

09/09/2009

**THIS DEED OF EASEMENT** is made the 1<sup>st</sup> day of February 2009  
**BETWEEN:**

- (1) **THE APPLETON WISKE PARISH COUNCIL** of 4 Hunters Ride, Appleton Wise, Northallerton, DL6 2BD ("the Owner") and
- (2) **NICHOLAS LINDSEY DEARDEN and EMMA JANE DEARDEN** both of 'Venscot', Front Street, Appleton Wiske, Northallerton, North Yorkshire, DL6 2BD ("the Grantee")

**WHEREAS**

- 1 The Owner is registered as the owner of the Village Green described in Schedule One below under Section 4 of the Commons Registration Act 1965.
- 2 The Grantee requires access over part of the Village Green and the Owner has agreed to grant to the Grantee an easement for the benefit of the land in the freehold ownership of the Grantee described in Schedule Two below ("the Grantee's Land") in respect of the rights details of which are set out in Schedule Three below ("the Rights")

**1. Definitions and 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 Easement Land" means that part of the Owner's land shown edged yellow on Plan No. 2
- 1.4 "the Owner" and "the Grantee" and "the Chargee" 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 the survivor's estate and effects as the case may be and persons deriving title under the Owner and the Grantee

**2. Grant**

- 2.1 The Owner grants the Rights to the Grantee with full title guarantee to hold to the Grantee in fee simple

**3. The Owner's Obligations**

The Owner for itself and his successors in title covenants with the Grantee so as to bind the Owner's Land into whosoever hands it may come and for the benefit and protection of the Grantee's Land to observe and perform at all times after the date of this deed the following stipulations and restrictions in relation to the Owner's Land and the Rights:-

- (i) Not to obstruct or cause to be obstructed the Easement Land for the purpose of the exercise of the Rights

**4. The Grantee's obligations**

The Grantee for himself and his 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 this deed the following stipulations and restrictions in relation to the Grantee's Land:

- (i) Not to obstruct or cause to be obstructed the Easement Land
- (ii) To surface the Easement Land in a manner which is in accordance with the Owner's current Village Green policy from time to time
- (iii) On any disposition of the property (except a mortgage) to ensure that the new owner enters into a Deed of Covenant with the Owner in the form set out in Schedule Four.

**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 the exercise of the Rights

**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 corresponding rights of 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 (80) years from the date of this Deed which period is to be the perpetuity period applicable to this Deed

**8. Restriction at HM Land Registry**

The Grantee covenants with the Owner that forthwith upon the execution of this Deed it shall apply to the Land Registry for the entry of a restriction in the following manner:-

"No disposition is to be registered unless the Conveyancer for the proprietor of the Grantees Land gives a certificate that a disposition has been made in accordance with the provisions of Schedule Four to the Deed dated the                      day of                      2009 and made between Appleton Wiske Parish Council (1) and the present Owners NICHOLAS LINDSEY DEARDEN and EMMA JANE DEARDEN (2)

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**9. Contract (Rights of Third Parties) Act 1999 ("the Act")**

No party except those named under this deed is intended to acquire any rights by reason of the operation of the Act

**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 to this Deed have hereunto set their hands and seals the day and year first hereinbefore written

**Schedule One**

The Owner's Land

ALL THAT land known as Appleton Wiske Village Green shown edged green on the Plan No. 1.

**Schedule Two**

The Grantee's Land

ALL THAT freehold land coloured pink on Plan No. 1 and known as 'Venscot', Front Street, Appleton Wiske, Northallerton, North Yorkshire, DL6 2BD registered with title number NYK113723.

**Schedule Three**

The Rights

1. The right for the Grantee and persons authorised by him at all times of the day to pass and repass for all purposes either with or without vehicles over the Easement Land on the Plan
2. The right to send and receive gas electricity and any other existing services through the Conducting Media in on or under the Easement Land and to the repair renewal or cleansing of the Conducting Media subject to the Grantee reinstating the Easement Land as soon as reasonably possible to the reasonable satisfaction of the Owner



**Schedule Four**

**THIS DEED OF COVENANT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 200

**BETWEEN:-**

**(1) NICHOLAS LINDSEY DEARDEN and EMMA JANE DEARDEN** both of 'Venscot', Front Street, Appleton Wiske, Northallerton, North Yorkshire, DL6 2BD ("Covenantor") and

**(2) APPLETON WISKE PARISH COUNCIL** ("the Covenantee")

**WHEREAS**

1. By a Deed of Grant dated the \_\_\_\_\_ day of \_\_\_\_\_ 200 and made between The Covenantee (1) and **NICHOLAS LINDSEY DEARDEN and EMMA JANE DEARDEN** (2) ("the Original Covenantor") the rights referred to were granted subject to obligations to repair upon the owner of the property situate and known as 'Venscot', Front Street, Appleton Wiske Northallerton North Yorkshire ("the Property)
2. The Original Covenantor covenanted with the Covenantee that they would not dispose of the Property without obtaining from the new owner the execution of a Deed in the form set out in the Fourth Schedule to the Deed of Grant

**NOW THIS DEED WITNESSETH:**

1. The Covenantor hereby covenants with the Covenantee that the Covenantor and his successors in Title will at all times from the date of the transfer of the Property duly observe and perform all the covenants and conditions contained in clause 4 of the said Deed of Grant to the same extent as if the Covenantor were the Original Covenantor aforesaid and a party to the said Deed of Grant
2. The Covenantor hereby agrees that all notices served under the said Deed of Grant for the purposes of or in anticipation of proceedings against him by the Covenantee may be served upon him by post addressed to him at the Property and that if there are any subsisting breaches of the obligations of the Original Covenantor contained in the said

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Deed of Grant then for the purpose of this Deed of Covenant such breach shall be deemed to first occur immediately after the date of this Deed of Covenant

3. In this Deed of Covenant where the context so admits:


3.1 Expressions importing the masculine gender refer where applicable to the feminine gender and vice versa and expressions importing the singular number refer where applicable to the plural number and vice versa

3.2 Where there are two or more persons included in the Covenantor the covenants expressed to be made by the Covenantee shall be deemed to be made by such persons jointly and severally

**IN WITNESS** whereof the parties have executed this Deed the day and year first before written

Signed on behalf of  
APPLETON WISKE PARISH COUNCIL

Acting by

  
.....  
CHAIRMAN


  
.....  
CLERK

09/09/2009

Signed by the said

NICHOLAS LINDSEY DEARDEN

in the presence of:


Witness signature   
Name A R LAWSON A R LAWSON  
Address THE POST OFFICE  
APPLETON WISKE DL6 2AA

Signed by the said

EMMA JANE DEARDEN

in the presence of:



Witness signature   
Name A R LAWSON  
Address THE POST OFFICE  
APPLETON WISKE DL6 2AA