

This Grant of Easement

is made the twenty seventh

day of January One thousand nine hundred and eightythree B E T W E E N
ALAN KIPLING of Hardendale Hall Farm Shap Cumbria (hereinafter called "the Grantor"
which expression where the context so admits shall include his successors in title and
assigns) of the one part and the BRITISH GAS CORPORATION (hereinafter called "the
Corporation" which expression where the context so admits shall include their
successors and assigns) of the other part

W H E R E A S

- (1) the Grantor is seised in unencumbered fee simple in possession of the land referred to in the First Schedule hereto (hereinafter called "the said land")
- (2) the Corporation are a statutory corporation established under the provisions of the Gas Act 1948 and the Gas Act 1972 and are the owners of a statutory gas undertaking and desire to lay and thereafter maintain a pipeline and ancillary apparatus in the said land and
- (3) the Grantor has agreed to grant to the Corporation the easements hereinafter mentioned and the Corporation have agreed to enter into the covenants hereinafter contained

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. I N pursuance of the said agreement and in consideration of the sum of Two thousand seven hundred and sixteen pounds ten pence (£2716.10) now paid by the Corporation to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of the Corporation's covenants hereinafter contained the Grantor as beneficial owner (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas undertaking of the Corporation) hereby grants unto the Corporation T H E easements to lay construct inspect maintain protect use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land eighty feet in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of the Corporation contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus T O H O L D the same unto the Corporation in fee simple
2. T H E Corporation (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof) hereby covenants with the Grantor as follows:-
 - (i) In exercising the easements hereby granted the Corporation shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto
 - (ii) The Corporation shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by the Corporation of the easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
 - (iii) The Corporation shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall be given to the Grantor by the Corporation) shall render the same permanently safe
 - (iv) The Corporation shall keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor his servants or agents)

- (v) The Corporation shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the main or pipe aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said main or pipe or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor his servants or agents
- (vi) The Corporation shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted
- (vii) If any interference with or disturbance of the functioning of any drain or drainage system in or under his land can be shown by the Grantor to have been caused by the laying of any main or pipe in the exercise of the easements hereby granted then the Corporation shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses (iv) and (v) of this Clause without the prior consent of the Corporation

3. THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with the Corporation as follows:-

- (i) The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury
- (ii) The Grantor shall not without the prior consent in writing of the Corporation make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works
- (iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land

PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Corporation or their agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid

4. IT is hereby agreed and declared that during the initial construction and laying of the pipeline the subject of this Grant of Easement the provisions of the Consent Form dated the eleventh day of August One thousand nine hundred and eighty and signed by or on behalf of the Grantor shall remain in full force and effect

5. ANY dispute arising under Clauses 2 and 3 hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1950 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination

6. (i) IF at any time

- (a) permission is granted under Part III of the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof for the time being in force (otherwise than by a development order) for development which consists of or includes building operations which the Grantor is prevented by the covenants of Clause 3 hereof from carrying out or it is shown that but for the said works such permission might reasonably have been expected to be granted and
- (b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said land consistently with the Grantor's covenants in Clause 3 hereof, and
- (c) the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Corporation of the easements hereby granted in pursuance of a notice to treat served on the date hereof if such permission had previously been granted exceeds the sum set out in Clause 1 hereof (which is calculated without reference to the prospect of any such operations)

then subject to the provisions of this Clause the Corporation will pay to the Grantor a sum equal to the excess

- (ii) If the Grantor claims to be entitled to a payment under the last foregoing sub-clause hereof he shall give notice in writing to the Corporation of such claim and shall furnish all such particulars in relation thereto as the Corporation may reasonably require
- (iii) There shall be deducted from any sum which would otherwise be payable under this Clause an amount equal to any sum previously so paid in respect of the same land
- (iv) Any dispute arising out of the provisions of this Clause shall be referred to a single arbitrator to be agreed upon between the parties in dispute and in default of such agreement to the Lands Tribunal

7. (i) THE provisions of Clauses 2 and 3 hereof shall have effect subject to this Clause

- (ii) Subject to the provisions of this Clause the provisions (in this Clause called "the said provisions") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 78 to 85 of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated herein
- (iii) The said provisions shall be construed as if references to the Mine Owner were references to the Grantor references to the Company were references to the Corporation references to any railway or works of the Company were references to the works defined in Clause 1 hereof and references to rail level were references to top of pipeline level
- (iv) Any arbitration under the said provisions shall be by a single arbitrator to be agreed upon between the parties in dispute and in default of agreement by the Lands Tribunal and Section 85D(3) of the said provisions shall be of no effect

8. ALL communications relative to this Deed shall be addressed to the Grantor at the address given above and to the Corporation at Norgas House P.O.Box 1GB Newcastle upon Tyne NE99 1GB

9. THE Grantor hereby acknowledges the right of the Corporation to production of the deeds and documents set out in the Second Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof

10. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Twentyfive thousand pounds (£25,000.00)

IN WITNESS whereof the Grantor has hereunto set his hand and seal and the Corporation has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written

Dated 27th January 1982

MR ALAN KIPLING

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BRITISH GAS CORPORATION

DUPLICATE/ 519/90/116

Grant of Easement

for gas pipeline at Shap in
the County of Cumbria

R MARSHALL
SOLICITOR
NEWCASTLE UPON TYNE