

Deed of Easement

Relating to Lake View, Kirkland Cumbria

(Dated 06 April 2016)

Signed by: Robert Gould (Kirkland Chapel)

Dated

6th April

2016

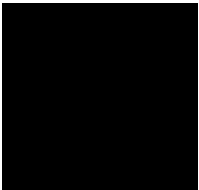


Home Group Limited
and
Robert Henry Charles Gould

Deed of Easement
relating to
Lake View, Kirkland, Cumbria

**home
group**

Legal Services
2 Gosforth Park Way
Gosforth Business Park
Newcastle upon Tyne
NE12 8ET



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Dated

2016

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: CU200467 and CU200468

Administrative Area: Cumbria: Copeland

Grantee's Title Number: CU128873, CU239667 and CU259100

Administrative Area: Cumbria: Copeland

Parties

- (1) Home Group Limited of (registered under Charitable Community Benefit Society Number 22981R) the registered office of which is at 2 Gosforth Parkway, Gosforth Business Park, Newcastle upon Tyne, NE12 8ET
- (2) Robert Henry Charles Gould of Kirkland Chapel, Kirkland, Frizington, Cumbria, CA26 3XY

Background

- (A) The Grantor owns the freehold interest in the Grantor's Property
- (B) The Grantee owns the freehold interest in the Grantee's Property.
- (C) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this Deed.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Accessway	the private roadway shown edged blue on Plan 1 of which the Grantor's Property forms part;
------------------	---

Grantee's Covenants

the covenants set out in Schedule 2;

Grantee's Property

the property at Kirkland Chapel, Kirkland, Cumbria shown edged green on Plan 1 and registered at HM Land Registry under the title number referred to above and each and every part of it;

Grantor's Covenants

the covenants set out in Schedule 3;

Grantor's Property

the property at Lake View, Kirkland, Cumbria shown coloured red on Plan 1 and registered at HM Land Registry under the title numbers referred to above and each and every part of it;

Plan 1

the plan numbered 1 annexed to this Deed;

Plan 2

the plan numbered 2 annexed to this Deed

Reserved Rights

the rights set out in Schedule 4;

Rights

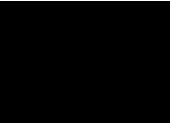
the Rights set out in Schedule 1;

Service Media

the pipes, lines, wires, cables and other equipment installed for the benefit of the Grantee's Property

- 1.2 Any reference to the Grantor or Grantee shall include that party's personal representatives, successors or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

- 
- 1.4 Except where a contrary intention appears, references to Clauses and Schedules are to the Clauses and Schedules of this Deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.11 A reference to **writing** or **written** does not include fax or email.
- 1.12 Any obligation in this agreement on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any phrase introduced by the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall



not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant

2.1 In consideration of £10,500 (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with limited title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.

2.2 The Rights are not granted exclusively to the Grantee and are granted:

2.2.1 subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this Deed.

2.2.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property

3. Grantor's Covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. Grantee's Covenants

The Grantee covenants with the Grantor so as to bind the Grantee's Property into whoever's hands it may come, for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by any of them to use the Rights shall at all times observe and perform the Grantee's Covenants.

5. HM Land Registry

5.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this Deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

5.2 On completion of this Deed the Grantee shall:

5.2.1 apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.

5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this Deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

5.3 As soon as possible after completion of this Deed the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor and/or the Grantee have been properly and correctly entered against the respective titles.

6. Reservation of Rights

The Grantor reserves to itself the Reserved Rights.

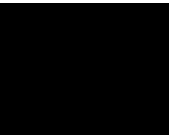
7. Indemnity

7.1 The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

7.1.1 the exercise of the Rights;

7.1.2 any breach of any of the Grantee's Covenants;

7.1.3 any breach of the terms of this Deed;

- 
- 7.2 by the Grantee, or by any occupier of the Grantee's Property, or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

8. Joint and Several Liability

- 8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this Deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

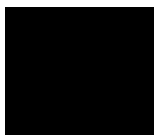
- 8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this Deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

- 8.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

- 8.4 The Grantor is not liable for the death of, or injury to the Grantee its employees, invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

9. Transfer of the Grantee's Property and HM Land Registry Restriction

- 9.1 Upon a transfer of the Grantee's Property the Grantee shall procure that the transferee shall agree by deed covenant with the Grantor to perform the



Grantee's Covenants and all other obligations of the Grantee contained in this Deed (including consenting to the entry of the restriction referred to in clause 9.2).

- 9.2 The Grantee consents to the entry of the following restriction against the Grantee's title to the Property at HM Land Registry following the registration of this Deed and shall provide the Grantor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent signed by Grantor or their conveyancer.

- 9.3 The Grantor agrees to provide the consent required by the restriction in clause 9.2 when a valid deed of covenant (as referred to in clause 9.1) has been given to it, such consent not to be unreasonably delayed.

10. Third Party Rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

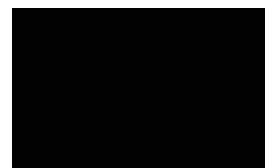
11. Governing Law

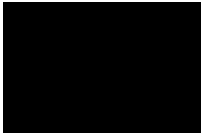
This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

Executed in the manner set out below on the date hereof.

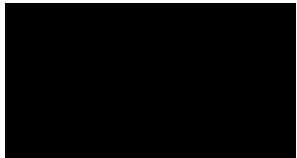




Schedule 1

The Rights

1. The right for the Grantee and its successors in title and those authorised by it or them in common with the Grantor and other persons having the same right to pass with or without vehicles over and along the Grantors Property forming part of the Accessway for all purposes connected with the use of the Grantee's Property as a private dwelling house but not for any other purpose.
2. The right to enter onto the unbuilt upon parts of the Grantor's Property on the giving of not less than 7 days notice except in the case of emergency for the purpose of maintaining, repairing, replacing, or removing any Service Media passing through on under or over the Grantors Property and being in existence at the date of this deed subject to the Grantee making good to the reasonable satisfaction of the Grantor any damage caused.
3. The right for the Grantee to open up and maintain at its own expense a gate in the wall to the northern boundary of the Grantor's Property in the position shown by black hash marks on Plan 2
4. The right to connect from the Grantee's Property to the existing foul and surface water drains and to the water supply beneath the Grantors Property.



Schedule 2

Grantee's Covenants

The Grantee shall:

1. Statutory Requirements

- 1.1 Comply with all laws governing the exercise of the Rights.

2. Damage

- 2.1 Not to cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall immediately make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. Nuisance

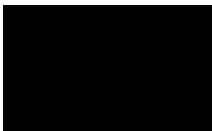
- 3.1 Not to cause or allow to be caused any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

4. Obstruction or Waste

- 4.1 Not to obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor.

5. Costs of Maintaining the Accessway

- 5.1 Pay to the Grantor on written demand a fair and reasonable proportion according to use, as shall be determined by the Grantor of all costs properly incurred by the Grantor in paragraph 2 of Schedule 3 to this Deed.



5.2 Any dispute arising in connection with the determination of the Grantee's proportion of the costs referred to in paragraph 5.1 shall be submitted to arbitration in accordance with the Arbitration Act 1996.

6. Costs in the Event of Breach

6.1 Pay to the Grantor on written demand all costs incurred by the Grantor in complying with any of the Grantee's Covenants if the Grantee has failed to comply with them, provided that the Grantor has first served on the Grantee written notice of the breach and the Grantee has failed to rectify the breach within 14 days of service of that notice.

Schedule 3

Grantor's Covenants

The Grantor shall:

1. Interference With Rights

Subject to the Reserved Rights, not to obstruct, interrupt or interfere with the exercise of the Rights by the Grantee.

2. Repair

Keep the Accessway in good repair and condition, subject to the Grantee paying a fair and reasonable proportion of the costs and expenses incurred by the Grantor in maintaining the Accessway in accordance with paragraph 5, Schedule 2.



Schedule 4

Reserved Rights

The Grantor reserves the following rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

1. Right to Carry Out Grantee's Obligations

- 1.1 The right to enter onto the Accessway at any time to carry out any obligation of the Grantee contained in this Deed and recharge the cost of the same to the Grantee

2. Right to Repair the Grantor's Property

- 2.1 The right to enter onto the Accessway at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property.

3. Right to Build on the Grantor's Property

- 3.1 The right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights by the Grantee.

Signed as a deed by

Robert Henry Charles Gould

[Redacted signature block]....
(signature)

in the presence of

.....
Sig [Redacted signature block]

[Redacted signature block]

Name of witness

[Redacted signature block]

Occupation

Executed as a deed by

Home Group Limited

the common seal of which was

here affixed in the presence of

Authorised signatory

Land Registry
Official copy of
title plan

Title number CU200468
Ordnance Survey map reference NY0717NW
Scale 1:1250 enlarged from 1:2500
Administrative area Cumbria : Copeland



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PLAN 2

This official copy is incomplete without the preceding notes page.

Deed of Easement
Relating to Lake View, Kirkland Cumbria
(Dated 06 April 2016)

(Counterpart)

Signed by: Home Group Limited

Dated 6th April 2016

Home Group Limited
and
Robert Henry Charles Gould

Deed of Easement
relating to
Lake View, Kirkland, Cumbria

**home
group**

Legal Services
2 Gosforth Park Way
Gosforth Business Park
Newcastle upon Tyne
NE12 8ET

OFFICIAL-SENSITIVE

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Dated

6th April

2016

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: CU200467 and CU200468

Administrative Area: Cumbria: Copeland

Grantee's Title Number: CU128873, CU239667 and CU259100

Administrative Area: Cumbria: Copeland

Parties

- (1) Home Group Limited of (registered under Charitable Community Benefit Society Number 22981R) the registered office of which is at 2 Gosforth Parkway, Gosforth Business Park, Newcastle upon Tyne, NE12 8ET
- (2) Robert Henry Charles Gould of Kirkland Chapel, Kirkland, Frizington, Cumbria, CA26 3XY

Background

- (A) The Grantor owns the freehold interest in the Grantor's Property
- (B) The Grantee owns the freehold interest in the Grantee's Property.
- (C) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this Deed.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Accessway

the private roadway shown edged blue on Plan
1 of which the Grantor's Property forms part;

Grantee's Covenants	the covenants set out in Schedule 2;
Grantee's Property	the property at Kirkland Chapel, Kirkland, Cumbria shown edged green on Plan 1 and registered at HM Land Registry under the title number referred to above and each and every part of it;
Grantor's Covenants	the covenants set out in Schedule 3;
Grantor's Property	the property at Lake View, Kirkland, Cumbria shown coloured red on Plan 1 and registered at HM Land Registry under the title numbers referred to above and each and every part of it;
Plan 1	the plan numbered 1 annexed to this Deed;
Plan 2	the plan numbered 2 annexed to this Deed
Reserved Rights	the rights set out in Schedule 4;
Rights	the Rights set out in Schedule 1;
Service Media	the pipes, lines, wires, cables and other equipment installed for the benefit of the Grantee's Property

- 1.2 Any reference to the Grantor or Grantee shall include that party's personal representatives, successors or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

- 1.4 Except where a contrary intention appears, references to Clauses and Schedules are to the Clauses and Schedules of this Deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
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- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.11 A reference to **writing** or **written** does not include fax or email.
- 1.12 Any obligation in this agreement on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any phrase introduced by the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall

not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant

2.1 In consideration of £10,500 (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with limited title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.

2.2 The Rights are not granted exclusively to the Grantee and are granted:

2.2.1 subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this Deed.

2.2.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property

3. Grantor's Covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. Grantee's Covenants

The Grantee covenants with the Grantor so as to bind the Grantee's Property into whoever's hands it may come, for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by any of them to use the Rights shall at all times observe and perform the Grantee's Covenants.

5. HM Land Registry

5.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this Deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

5.2 On completion of this Deed the Grantee shall:

5.2.1 apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.

5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this Deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

5.3 As soon as possible after completion of this Deed the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor and/or the Grantee have been properly and correctly entered against the respective titles.

6. Reservation of Rights

The Grantor reserves to itself the Reserved Rights.

7. Indemnity

7.1 The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

7.1.1 the exercise of the Rights;

7.1.2 any breach of any of the Grantee's Covenants;

7.1.3 any breach of the terms of this Deed;

7.2 by the Grantee, or by any occupier of the Grantee's Property, or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

8. Joint and Several Liability

8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this Deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this Deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

8.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in

8.4

8.5 Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

8.6 The Grantor is not liable for the death of, or injury to the Grantee its employees, invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

9. Transfer of the Grantee's Property and HM Land Registry Restriction

9.1 Upon a transfer of the Grantee's Property the Grantee shall procure that the transferee shall agree by deed covenant with the Grantor to perform the Grantee's Covenants and all other obligations of the Grantee contained in this Deed (including consenting to the entry of the restriction referred to in clause 9.2).

9.2 The Grantee consents to the entry of the following restriction against the Grantee's title to the Property at HM Land Registry following the registration of this Deed and shall provide the Grantor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent signed by Grantor or their conveyancer.

9.3 The Grantor agrees to provide the consent required by the restriction in clause 9.2 when a valid deed of covenant (as referred to in clause 9.1) has been given to it, such consent not to be unreasonably delayed.

10. Third Party Rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

11. Governing Law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

Executed in the manner set out below on the date hereof.

Schedule 1

The Rights

1. The right for the Grantee and its successors in title and those authorised by it or them in common with the Grantor and other persons having the same right to pass with or without vehicles over and along the Grantors Property forming part of the Accessway for all purposes connected with the use of the Grantee's Property as a private dwelling house but not for any other purpose.
2. The right to enter onto the unbuilt upon parts of the Grantor's Property on the giving of not less than 7 days notice except in the case of emergency for the purpose of maintaining, repairing, replacing, or removing any Service Media passing through on under or over the Grantors Property and being in existence at the date of this deed subject to the Grantee making good to the reasonable satisfaction of the Grantor any damage caused.
3. The right for the Grantee to open up and maintain at its own expense a gate in the wall to the northern boundary of the Grantor's Property in the position shown by black hash marks on Plan 2
4. The right to connect from the Grantee's Property to the existing foul and surface water drains and to the water supply beneath the Grantors Property.

Schedule 2

Grantee's Covenants

The Grantee shall:

1. Statutory Requirements

- 1.1 Comply with all laws governing the exercise of the Rights.

2. Damage

- 2.1 Not to cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall immediately make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. Nuisance

- 3.1 Not to cause or allow to be caused any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

4. Obstruction or Waste

- 4.1 Not to obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor.

5. Costs of Maintaining the Accessway

- 5.1 Pay to the Grantor on written demand a fair and reasonable proportion according to use, as shall be determined by the Grantor of all costs properly incurred by the Grantor in paragraph 2 of Schedule 3 to this Deed.

5.2 Any dispute arising in connection with the determination of the Grantee's proportion of the costs referred to in paragraph 5.1 shall be submitted to arbitration in accordance with the Arbitration Act 1996.

6. Costs in the Event of Breach

6.1 Pay to the Grantor on written demand all costs incurred by the Grantor in complying with any of the Grantee's Covenants if the Grantee has failed to comply with them, provided that the Grantor has first served on the Grantee written notice of the breach and the Grantee has failed to rectify the breach within 14 days of service of that notice.

Schedule 3

Grantor's Covenants

The Grantor shall:

1. Interference With Rights

Subject to the Reserved Rights, not to obstruct, interrupt or interfere with the exercise of the Rights by the Grantee.

2. Repair

Keep the Accessway in good repair and condition, subject to the Grantee paying a fair and reasonable proportion of the costs and expenses incurred by the Grantor in maintaining the Accessway in accordance with paragraph 5, Schedule 2.

Schedule 4

Reserved Rights

The Grantor reserves the following rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

1. Right to Carry Out Grantee's Obligations

- 1.1 The right to enter onto the Accessway at any time to carry out any obligation of the Grantee contained in this Deed and recharge the cost of the same to the Grantee

2. Right to Repair the Grantor's Property

- 2.1 The right to enter onto the Accessway at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property.

3. Right to Build on the Grantor's Property

- 3.1 The right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights by the Grantee.

Signed as a deed by

Robert Henry Charles Gould

.....
(signature)

in the presence of

.....
Signature of witness

.....
Name of witness

.....
Address

.....
Occupation

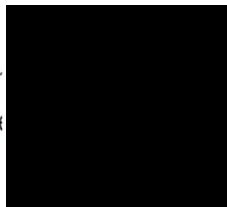
Executed as a deed by

Home Group Limited

the common seal of which was

here affixed in the presence of

Authorise

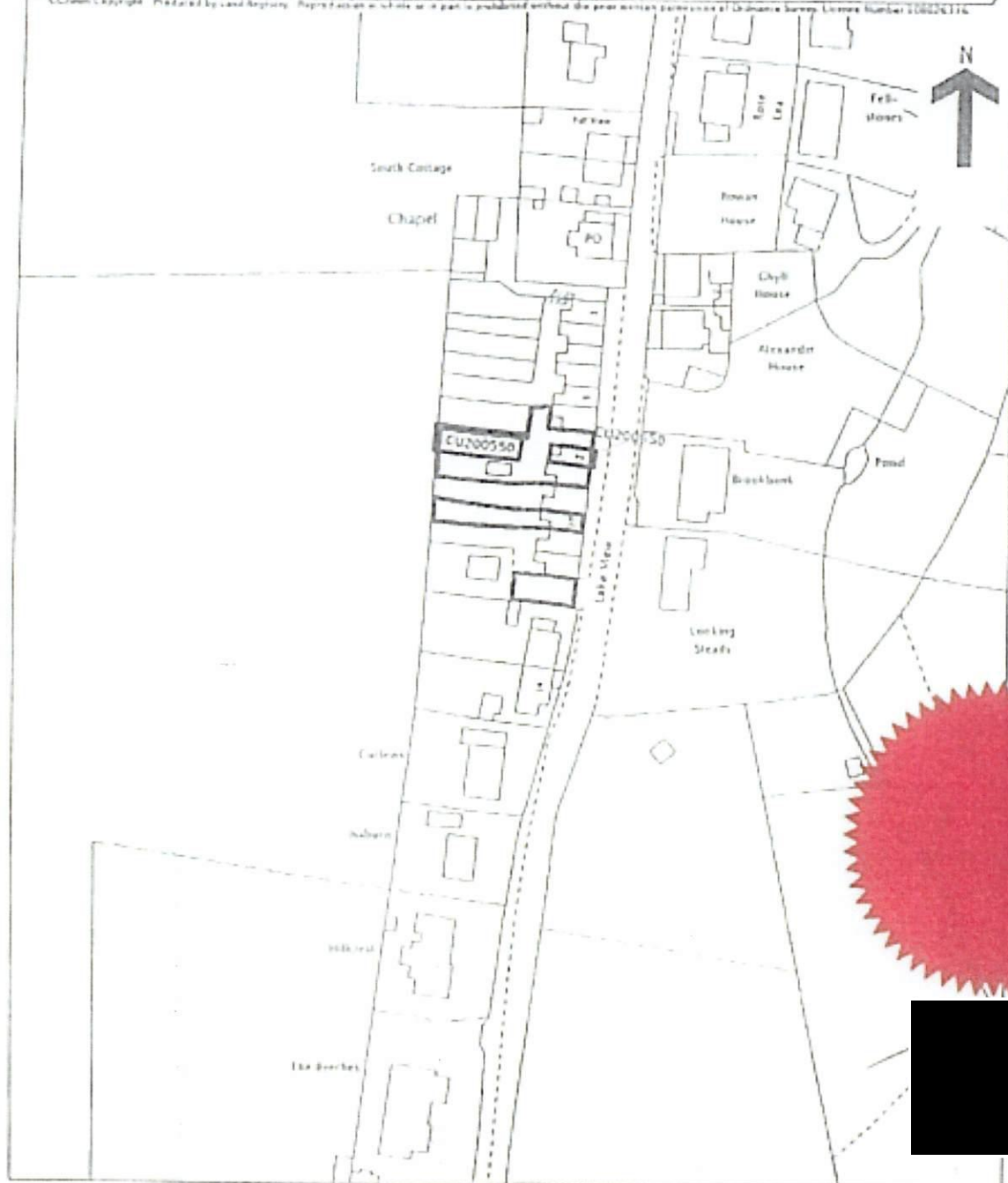


Land Registry
Official copy of
title plan

Title number **CU200468**
Ordnance Survey map reference **NY0717NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Cumbria : Copeland**



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PLAN 2