

**Knights**

DATED

12<sup>th</sup> April.

2024

(1) GEOFFREY ROBERT BYFORD AND CHRISTINE JANET BYFORD

and

(2) JONES HOMES (YORKSHIRE) LIMITED

**DEED OF EASEMENT FOR SURFACE WATER DRAINAGE**

relating to land on the north west side of Ridings Lane, Golcar, Huddersfield

DATE

12<sup>th</sup> April

2024

LAND REGISTRATION ACTS 1925 TO 2002

Grantor's Title Number: WYK228485 and WYK223892

Grantee's Title Number: WYK548809, WYK886770, WYK175672, YY181298 together with all such rights, title and interest (if any) that the Transferor may have in the Unregistered Land

Administrative Area: West Yorkshire: Kirklees

PARTIES

## BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee and the Undertaker for the benefit of the Grantee's Property and the Dominant Tenement on the terms contained in this Deed.
- (C) It is the intention of the Parties that the Apparatus will be adopted by the Undertaker.

## IT IS AGREED

### 1. DEFINITIONS AND INTERPRETATION

In this Deed, including the introduction the following definitions and interpretation shall apply unless the context otherwise requires:

**Apparatus:** any surface water sewers, lateral drains and any accessories thereto as defined by section 219 of the Water Industry Act 1991 as are within the Protected Strip;

**Competent Authority:** any local authority or government department, the Environment Agency, the Health and Safety Executive, or any other body exercising powers under statute or by royal charter or any utility service or supply company;

**Deed of Covenant:** a deed of covenant with the Grantee containing covenants in the same terms as those given by the Grantor at clauses 3.1 to 3.5 of this Deed such deed to be in the form reasonably required by the Grantee;

<b>Disposal:</b>	a disposition within the meaning of section 205 of the Law of Property Act 1925 of the whole of any part or parts of the Grantor's Property;
<b>Dominant Tenement:</b>	the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a Sewerage Undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof;
<b>Grantor's Property:</b>	land on the north west side of Ridings Lane, Golcar, Huddersfield; <i>with title number WYK228485 and the land lying to the north of Ridings Lane, Golcar, Huddersfield with title number WYK223892</i>
<b>Grantee's Property:</b>	the land shown edged red on Plan 1 which comprises the whole of the land registered at Land Registry with title numbers WYK548809, WYK886770, YY181298 and the whole of the land registered with title number WYK175672 together with all such rights, title and interest (if any) that the Transferor may have in the Unregistered Land;
<b>Plan 1:</b>	the plan annexed to this Deed and marked Plan 1;
<b>Plan 2:</b>	the plan annexed to this Deed and marked Plan 2;
<b>Protected Strip:</b>	that strip of land shown coloured yellow on Plan 2 and being 6 metres wide (provided that during the period of installation of the Apparatus the Protected Strip shall be ten metres wide) and unless the contrary shall be stipulated or be clear from Plan 2 the Protected Strip shall lie one half of each side of the centreline of the Apparatus;
<b>Requisite Consents:</b>	planning permissions, building regulations consents, bye-law approvals and any other consents, licences and authorisations required from any Competent Authority, statutory undertaker or person;
<b>Rights:</b>	the rights described in clause 2 of this Deed;
<b>Services:</b>	water electricity gas or telecommunication services or for the disposal of foul or surface water or any other services
<b>Service Media:</b>	sewers drains culverts channels watercourses drains wires cables ducts and any other equipment for the supply of Services
<b>Statutory Requirements:</b>	the requirements of any Act of Parliament or any regulation or byelaw of any Competent Authority;
<b>Undertaker:</b>	Yorkshire Water Services Limited incorporated and registered in England and Wales with Company

Number 2366682 whose registered office is at Western House, Halifax Road, Bradford, BD9 2SZ and its successors in title;

**Unregistered Land:**

means the land shown shaded yellow on Plan 1 that is not registered with HM Land Registry at the date of this Deed.

**Works:**

means the installation of the Apparatus and associated manholes as shown on Plan 2.

- 1.1 Any reference to the Grantor or the Grantee shall as the case might be include that party's personal representatives successors in title or permitted assigns.
- 1.2 Words importing the singular shall include the plural number and vice versa.
- 1.3 Clause headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses are to the clauses of this deed.
- 1.5 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.
- 1.6 A reference to a statute or statutory provision 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 person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 A reference to writing or written does not include faxes or e-mails.
- 1.10 Any obligation in this deed on a person not to do something includes an obligation not to allow that thing to be done.
- 1.11 Any phrase introduced by the terms including, include, in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. RIGHTS

### 2.1 In consideration of:

- (a) the payment by the Grantee to the Grantor of the sum of £6000.00 (receipt of which sum is acknowledged by the Grantor); and
- (b) the covenants by the Grantee hereinafter contained at clause 4;
- (c) the Grantor HEREBY GRANTS from the date of this Deed, with full title guarantee to the Grantee and the Undertaker and those authorised by either of them, for the benefit of the Grantee's Property and the Dominant Tenement and each and every part thereof the following rights (the Rights):

2.2 The right to enter upon the Protected Strip and any other part of the Grantor's Property as is reasonably required at all times with or without vehicles, plant, machinery, servants and contractors and all necessary materials to install the Apparatus;

2.3 The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging lining maintaining cleansing repairing conducting improving and managing the Apparatus in through under over or upon the Protected Strip together with the right to connect to the Apparatus and the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any Requisite Consents and Statutory Requirements granted in relation thereto and to increase or decrease such discharge provided that such rate of discharge shall not exceed the rate of 10 litres per second and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge until such time the Apparatus is adopted by the Undertaker;

2.4 For the purposes hereof and in particular for the purposes mentioned in clause 2.2 (and for similar purposes in relation to any length of pipes or works incidental thereto), the right at any time and at all times in the day or night-time with or without vehicles, plant, machinery, servants, contractors, and others and all necessary materials, to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Grantee and/or Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's Property;

2.5 The right to fence off such part of the Protected Strip from the adjoining or adjacent land of the Grantor as shall be reasonably necessary during the exercise of the right granted in clause 2.2 above;

2.6 The right to erect on or near the Protected Strip and maintain any necessary and non-obtrusive markers indicating the Protected Strip or the position of the Apparatus provided that that the

same are not erected in such a position as to unreasonably affect the beneficial use of the Protected Strip;

- 2.7 The right in exercising the Rights to make all necessary excavations within the Protected Strip and to temporarily tip soil on land immediately adjoining such excavations as shall be necessary or desirable provided that after such works have been carried out such soil is either returned to where it had been excavated or landscaped or removed from the Grantor's Property.
- 2.8 The right of support for the Apparatus from the subjacent and adjacent land and soil of the Grantor;
- 2.9 The right to remove all or any trees and shrubs growing in the Protected Strip where necessary to enable the exercise of the Rights.
- 2.10 The Rights are not granted exclusively to the Grantee or the Undertaker and are granted:
  - (a) subject to any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed.
  - (b) in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.
- 2.11 The right to divert the route of any Service Media located within the Grantor's Property as the Grantee reasonably requires in order to install the Apparatus provided that the Grantee must use reasonable endeavours to ensure that the passage of Services to the Grantor's Property is not interrupted.

### **3. GRANTOR'S COVENANTS**

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind the Protected Strip into whosoever hands the same may come and to benefit and protect the Apparatus and the Dominant Tenement and the Rights but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all his interest in the land in respect of which such breach shall occur HEREBY COVENANTS with the Grantee and the Undertaker from the date of this Deed that the Grantor will at all times hereafter observe perform and enforce the following restrictive covenants in respect of the Protected Strip:

- 3.1 not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:
  - (a) interfere with or damage the Apparatus or interfere with, impede or obstruct the Grantee's access to or use of them;
  - (b) endanger, injure or damage the Apparatus or render access thereto more difficult or expensive;
  - (c) adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the Apparatus;

3.2 without prejudice to the generality of the foregoing:

- (a) not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary in over or upon the Protected Strip PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily-removable character;
- (b) not to withdraw support from the Apparatus or from the Protected Strip;
- (c) not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip;
- (d) not to alter the ground levels within the Protected Strip;
- (e) not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip;
- (f) not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED THAT this prohibition shall not apply to an existing street road pipe duct or cable;
- (g) not to cover or obscure any manholes or chambers which form part of the Apparatus;

3.3 to advise any tenant for the time being of the Protected Strip (if any) of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip.

3.4 at the request of the Grantee to enter into any agreement contract or deed reasonably required and take such action as reasonably necessary to allow the Undertaker to adopt the Apparatus;

3.5 not to make any Disposal at any time without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant PROVIDED THAT once the Apparatus is adopted by the Undertaker this covenant shall no longer apply.

#### **4. GRANTEE'S COVENANTS**

The Grantee covenants with the Grantor to bind the Grantee and its successors in title to the Grantee's Property (but not so as to render the Grantee personally liable for any breach of covenant committed after the Grantee has parted with all interest in the land in respect of which the breach shall occur) and to benefit the Grantor and the Grantor's successors in title to the Grantor's Property:

4.1 to make good as soon as reasonably practicable any damage caused to the Protected Strip by virtue of exercising the Rights to the reasonable satisfaction of the Grantor including making good any sinking of the ground that occurs (provided that such sinking is notified to the Grantee within a period of 4 years from the date of this Easement) and rebuilding any part of the stone wall on the Grantor's Property should this become damaged during the exercise of the Rights;

4.2 to cause as little damage and inconvenience as possible in the exercise of the Rights;

- 4.3 not cause any nuisance, annoyance or disturbance to the Grantor or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.
- 4.4 at all times until the Apparatus is adopted by the Undertaker, to maintain the Apparatus in good repair and working order;
- 4.5 to comply with all Acts of Parliament and Subordinate Legislation in respect of the Apparatus and the exercise of the Rights;
- 4.6 to pay all present and future rates, taxes, charges, assessments and outgoings imposed on or payable in respect of the Apparatus or the Rights.
- 4.7 to ensure that so far as reasonably practicable and save as otherwise permitted by this Deed that the Grantor is not prevented from accessing the Grantor's Property or any part of it after the Grantee has carried out the Works and installed the Apparatus.

## **5. LAND REGISTRY RESTRICTION**

- 5.1 The Grantor consents to the 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:
  - 5.3 apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's Property;
  - 5.4 apply to HM Land Registry to enter the Rights in the Property register of the Grantee's title as appurtenant rights.
- 5.5 The Grantor consents to the entry of the following restriction against the Grantor's title to the Grantor's Property at the Land Registry following completion of this deed and shall provide the Grantee with all necessary assistance and/or documentation to permit entry of the restriction:
  - 5.6 "No disposition of the Protected Strip by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 3.5 of a Deed dated \_\_\_\_\_ made between (1) Geoffrey Robert Byford and Christine Janet Byford and (2) Jones Homes (Yorkshire) Limited have been complied with or that they do not apply to the disposition"
- 5.7 PROVIDED THAT once the Apparatus is adopted by the Undertaker the Grantee shall apply to remove this restriction from the title to the Protected Strip and should it fail to do so the Grantor shall be permitted to apply to do so on its behalf.

**6. INDEMNITY**

The Grantee HEREBY COVENANTS at all times to indemnify the Grantor, and the Grantor's successors in title to the Grantor's Property from and against all rates taxes outgoings claims demands proceedings damages losses costs charges and expenses suffered or incurred by the Grantor in relation to the exercising of the Rights or the operation of the provisions of this Deed save any arising through act or default of the Grantor its employees agents or others authorised by the Grantor.

**7. LEGAL COSTS**

The Grantee shall on the date of this deed pay to the Grantor a contribution towards the Grantor's legal fees for entering into this deed in the sum of £250 plus VAT.

**8. JOINT AND SEVERAL LIABILITY**

Where the one party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of such party arising under this deed. The other party 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.

**9. DISPUTES**

Any dispute concerning the Rights and/or the covenants contained in this Deed shall be referred to an arbitrator under the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

**10. RIGHTS OF THIRD PARTIES**

10.1 Except as expressly provided in clause 9.2 none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed (other than the parties' successors in title).

10.2 The Undertaker shall have the benefit of the rights to enforce the Rights and the Covenants pursuant to The Contracts (Rights of Third Parties Act) 1999.

**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).

**IN WITNESS** whereof the parties hereto have executed this instrument as a Deed the day and year which first appears at the beginning of this Deed

EXECUTED as a DEED by GEOFFREY )  
ROBERT BYFORD ) .....  
in the presence of: )

Witness:

Signature .....

Name

Address

Occupation .

EXECUTED as a DEED by CHRISTINE JANET )  
BYFORD ) ... ..  
in the presence of: )

Witness:

Signature

Name

Address

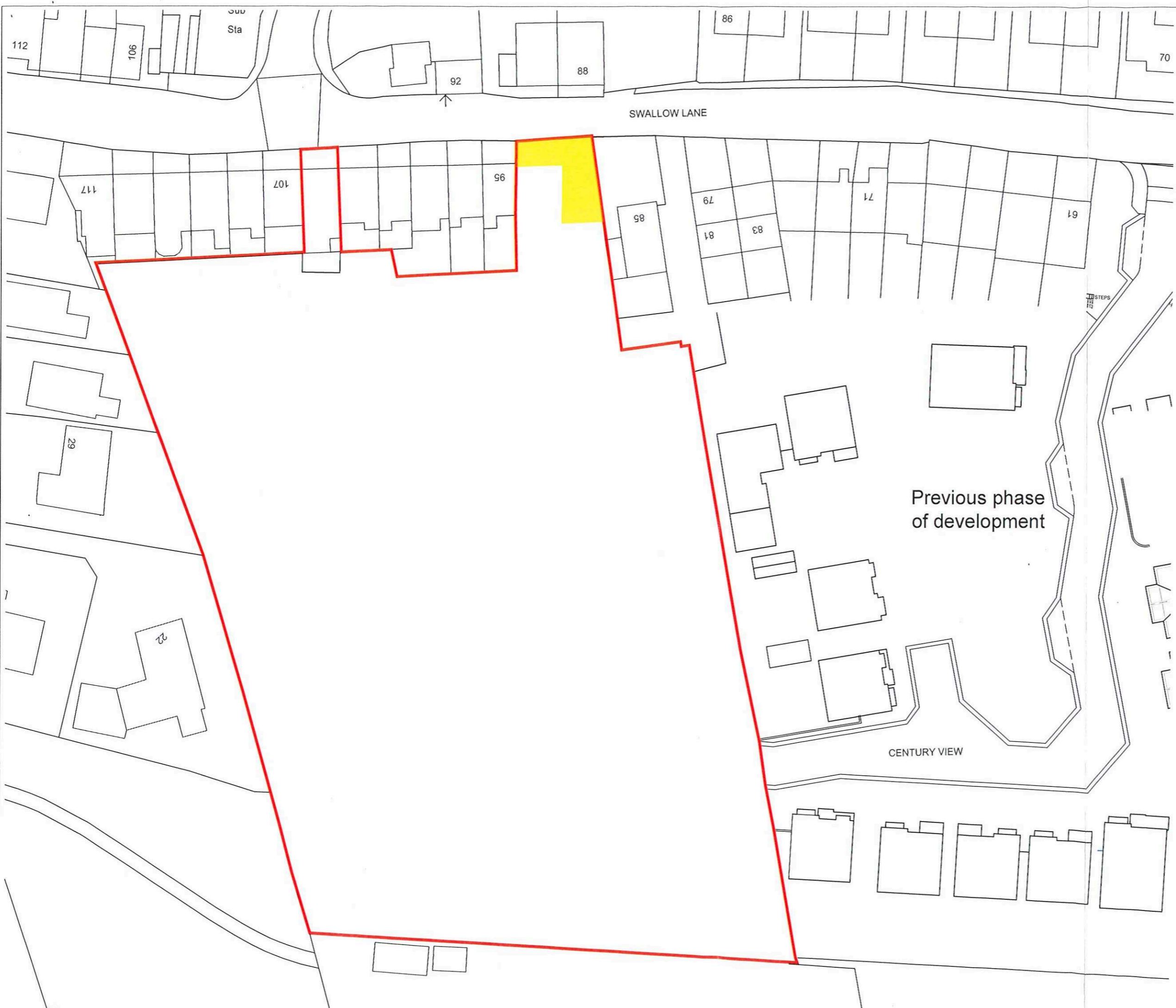
Occupation

EXECUTED as a DEED by JONES HOMES )  
(YORKSHIRE) LIMITED acting by two directors )

.....  
) Director

)  
.....  
Director

The Contractor is responsible for checking dimensions and any discrepancy to be verified with the Architects before proceeding. Figured dimensions to be worked to only. **DO NOT SCALE**



Previous phase of development

A 04.01.24 AD Red line boundary amended to include land owners property. Highlighted area in yellow shown of un-registered land

Location  
Swallow Lane,  
Golcar (Phase 2)

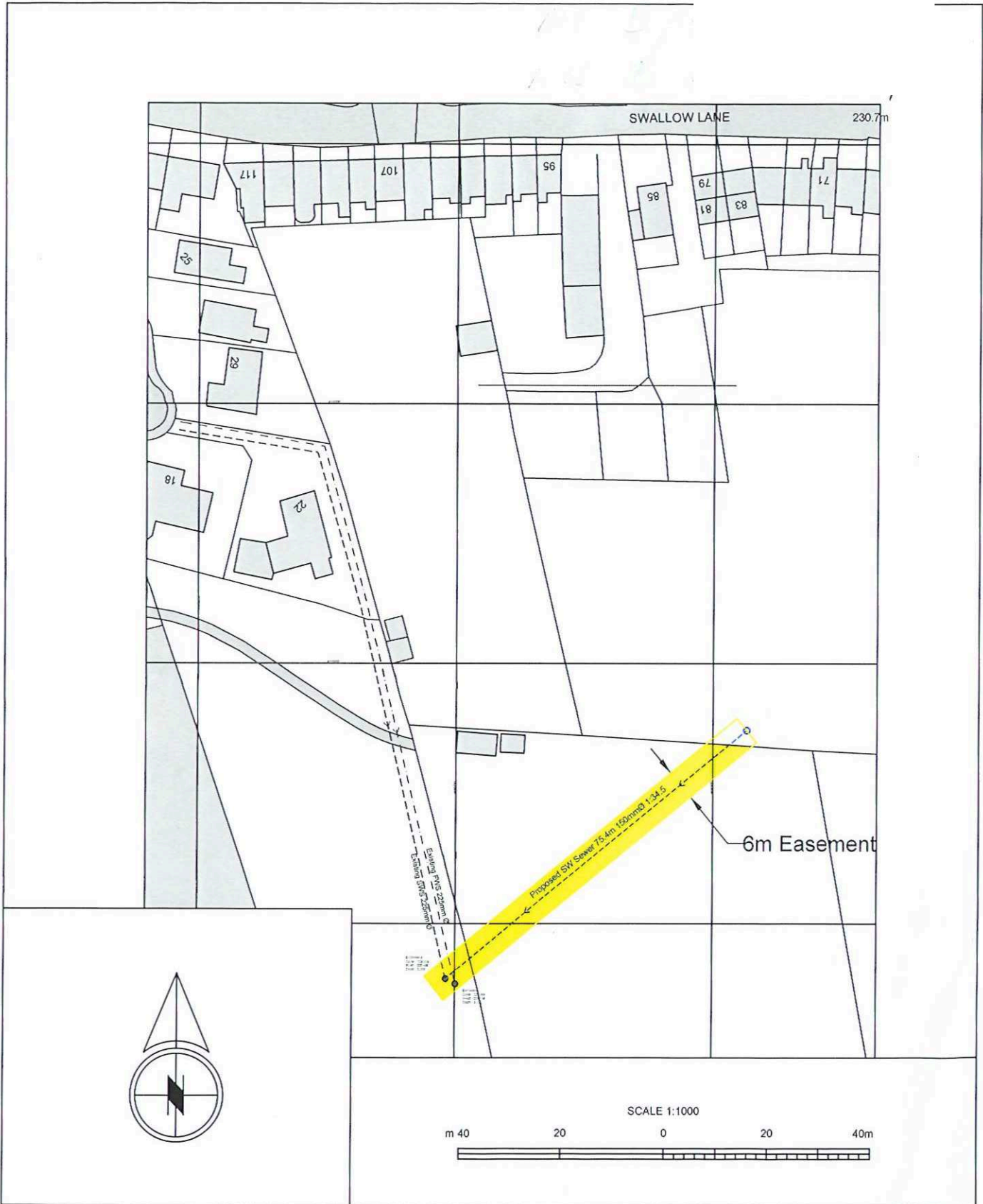
Title  
Title Plan

Scale 1/500@A3 Drawn By JHY Date 08/12/23

Drawing Number JHY-1354-TP Rev A



JONES HOMES (YORKSHIRE) LIMITED  
GREEN BANK HOUSE, GREEN BANK, CLECKHEATON, BD19 5LQ  
TEL: (01274)852700 Fax: (01274)852701



location  
SWALLOW LANE  
GOLCAR

title  
SEWER EASEMENT

scale  
1:1000

drawn by  
JHY

date  
JULY 2020

drawing no.

rev



GREEN BANK HOUSE, GREEN BANK, CLECKHEATON BD19 5LQ