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This Grant of Casement is made the day of Survey One thousand nine hundred and eighty seem BETWEEN

FRANK BENITLY OF Hill Top Farm Shap Cumbria and JOHN BENITLY OF Chapel View Shap

Cumbria (hereinafter collectively called "the Grantor" which expression where the context so admits shall include their successors in title and assigns) of the one part and BRITISH GAS PLC whose registered office is at Rivermill House 152 Grosvenor Road

London SWIV 3JL (hereinafter called "British Gas" which expression where the context so admits shall include its successors and assigns) of the other part

WHEREAS

- (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) British Gas is a public gas supplier within the meaning of section 7 of the Gas Act 1986 and is the owner of a gas transmission and distribution network which together with terminals storage facilities and other apparatus comprise British Gas' undertaking and desires to lay and thereafter maintain a pipeline and ancillary apparatus in the said land and
- (3) Under the provisions of the Gas Act 1986 British Gas may be directed to transmit gas on behalf of others and
- (4) the Grantor has agreed to grant to British Gas the easements hereinafter mentioned and British Gas has agreed to enter into the covenants hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

IN pursuance of the said agreement and in consideration of the sum of Six hundred and ten pounds sixty five pence (£610.65) now paid by British Gas to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of British Gas' covenants hereinafter contained the Grantor as beneficial owner (and to the intent that the easements hereby granted shall be appurtenant to British Cas' gas undertaking and each and every part thereof) HEREEY GRANTS unto British Gas THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Cas on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land twenty 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 British Gas 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 <u>TO HOLD</u> the same unto British Gas in fee simple

BRITISH GAS (to the intent and so as to bind the easements hereby granted into whosesoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENAMIS with the Grantor as follows:-

- (i) In exercising the easements hereby granted British Gas shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto
- (ii) British Gas shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by British Gas 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) British Gas 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 British Gas) shall render the same permanently safe

Original Sedect 13/3/11/20 Calencer Sedect 23/3/11/20 CARTMELL SHEPHER! PENRITH

British Gas shall keep the Grantor indemnified against all actions claims or (iv) 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)-British Gas shall indemnify and keep indemnified the Grantor against all loss (v) damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline 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 pipeline 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 British Gas shall pay all rates and taxes which may be imposed in respect of (vi) 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 pipeline in the exercise of the easements hereby granted then British Gas 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 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 British Gas. 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 whosesoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with British Gas as follows:-The Grantor shall not do or cause or permit to be done on the said land or (i) 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 (ii) The Grantor shall not without the prior consent in writing of British Gas 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 British Gas 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 (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 British Gas or its 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 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. (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

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			THE	SECOND SCHEDULE	<u> </u>
		8 September 1958	CONVEYANCE	Gladys Robertson (1) John Bentley Frank Bentley and George Bentley (2)	
		31 January 1985	DEED OF DISCHARGE	George Bentley (1) Frank Bentley and John Bentley (2)	
		31 January 1985	ASSIGNMENT	George Bentley (1) Frank Bentley (2)	•
		Y. Bal	they.	(SIGNED SEALED AND DELIVERED by the said FRANK BENILEY in the presence of:-	
		Y. Bull Mahae Z. B. Hell Top House S. Agricultural Sa	komby hap beruit upphin		
	ys narve	8 5 B	h Benkty W. Bimpson Retired	(SIGNED SEALED AND DELIVERED by the said (JOHN BENTLEY in the presence of:-	X / X
	- OLIVE	//	Wisimpson 2 vy	#:	0054 000h
	Seal Register Number N.14-6			(THE COMMON SEAL of BRITISH GAS FLC Was hereunto affixed in the presence of:-	D-22
	-			SENIOR ASSISTANT SECRETARY	0044 693ha 1-71
					2038
					69ha 2-39
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BRITISH GAS PLC

STAIL Of Casement
for gas pipeline in OS Field Number
5351 at Shap in the County of Cumbria

E E PETHYBRIDGE SOLICITOR NEWCASTLE URON TYNE

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