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This Grant of Easement

is made the ^{15th} day of January One thousand nine hundred and eighty seven ~~seven~~ BETWEEN FRANK BENTLEY of Hill Top Farm Shap Cumbria and JOHN BENTLEY 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 SW1V 3JL (hereinafter called "British Gas" which expression where the context so admits shall include its 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") and
- (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

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

1. 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 Gas' gas undertaking and each and every part thereof) HEREBY 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 Gas 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 TO HOLD the same unto British Gas in fee simple
2. BRITISH GAS (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 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

We certify this to

be a true copy of the

original

Carmen Shepherd 23/3/11

CARTMELL SHEPHERD

PENRITH

- (iv) British Gas 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) British Gas 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 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 servants or agents
- (vi) British Gas 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 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 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 British Gas

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 British Gas 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 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 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 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

4. 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

5. (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 British Gas 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 British Gas 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 British Gas of such claim and shall furnish all such particulars in relation thereto as British Gas 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

6. (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 British Gas; 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 85(3) of the said provisions shall be of no effect

7. ALL communications relative to this Deed shall be addressed to the Grantor at the address given above and to British Gas at Norgas House P.O.Box 1GB Newcastle upon Tyne NE9 9 1GB

8. THE Grantor hereby acknowledges the right of British Gas 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

9. WHERE the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons

10. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds (£30,000.00)

IN WITNESS whereof the Grantor have hereunto set their hands and seals and British Gas has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written


THE FIRST SCHEDULE

Ordnance Survey Field Number 5351 on Ordnance Survey Sheet NY 58-5915 at Shap in the County of Cumbria


THE SECOND SCHEDULE

8 September 1958	<u>CONVEYANCE</u>	Gladys Robertson (1) John Bentley Frank Bentley and George Bentley (2)
31 January 1985	<u>DEED OF DISCHARGE</u>	George Bentley (1) Frank Bentley and John Bentley (2)
31 January 1985	<u>ASSIGNMENT</u>	George Bentley (1) Frank Bentley (2)

(SIGNED SEALED AND DELIVERED by the said
(FRANK BENTLEY in the presence of:-

 *F. Bentley.*
Maharaj. R. Shomley
Hill Top House Shop Smith
Agricultural Supplier

(SIGNED SEALED AND DELIVERED by the said
(JOHN BENTLEY in the presence of:-

 *J. Bentley*
N. Simpson
Retired *Bitage*
Shap.

Seal
Register
Number
N. 146

(THE COMMON SEAL of BRITISH GAS PLC was
(hereunto affixed in the presence of:-

D.W. Christen
SENIOR ASSISTANT SECRETARY.

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800ha
2-22

0044
893ha
1-71

0038
869ha
2-39

0031
802ha
1-98

BR
Base
with
H.M.S.

Date 18.11.1988

F & J BENTLEY

-to-

BRITISH GAS PLC

DUPLICATE/ 519/108/1

Grant of Easement

for gas pipeline in OS Field Number
5351 at Snap in the County of Cumbria

F P HENNING
SOLICITOR
NEWCASTLE UPON TYNE

It was
of:-



Approved by 