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Title Number SY78625

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DATED 18th January 2017

HENRIETTA HELENA TAYLOR

and

REGINA GOWING

DEED OF EASEMENT

relating to a right of way over land
forming part of 260 Coombe Lane Wimbledon
London SW20 0RW

LCF LAW™

DPA/LXR/OPP1.59

Deed of Easement (right of way) 09.12.2016

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: SY78625
Administrative Area: Merton
Grantee's Title Number: SGL205703
Administrative Area: Merton

This deed dated the 18th day of January 2017 is made between:-

PARTIES

- (1) Grantor: HENRIETTA HELENA TAYLOR of 260 Coombe Lane
Wimbledon London SW20 ORW
- (2) Grantee: REGINA GOWING of 258 Coombe Lane Wimbledon
London SW20 ORW

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) For the consideration as herein specified the Grantor has agreed to grant the Rights to the Grantee and its successors in title for the benefit of the Grantee's Property and each and every part thereof 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 driveway adjoining the Grantor's dwelling house and garden and forming part of the Grantor's Property and shown coloured black on the attached plan.

Grantee's Covenants: the covenants set out in Schedule 2.

Grantee's Property: the land and dwellings to be constructed thereon and currently known as 258 Coombe Lane London SW20 ORW being registered at the Land Registry with freehold title absolute under title number SGL205703 and each and every part thereof.

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: the land and dwelling house known as 260 Coombe Lane London SW20 ORW being registered at Land Registry with freehold title absolute under the title number SY78625.

Plan: the plan annexed to this deed.

Reserved Rights: the rights set out in Schedule 4.

Rights: the rights set out in Schedule 1.

Conduits: pipes, sewers, drains, watercourses and telecommunications cables and fibres and all apparatus ancillary thereto.

- 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 includes fax but not 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.
- 1.14 The Grantee shall not be liable for any breach of the Grantee's covenants after they have parted with all interest in the Grantee's Property.

2. GRANT

- 2.1 In consideration of £100,000.00 (exclusive of VAT) (the receipt of which the Grantor acknowledges) and the covenants given by the Grantee in clause 4, the Grantor with full 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:
- (a) subject to the Reserved Rights in relation to the Grantor's Property 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 including for the avoidance of doubt the Grantor and her successors in title.

3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part thereof into whosoever'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 whosoever'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. 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:
- (a) apply to Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.
 - (b) apply to 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.

6. RESERVATION OF RIGHTS

The Grantor reserves to itself the Reserved Rights.

7. INDEMNITY

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:

- (a) the exercise of the Rights;
- (b) any breach of the terms of this deed;

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.

9. 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.

10. 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.

11. JURISDICTION

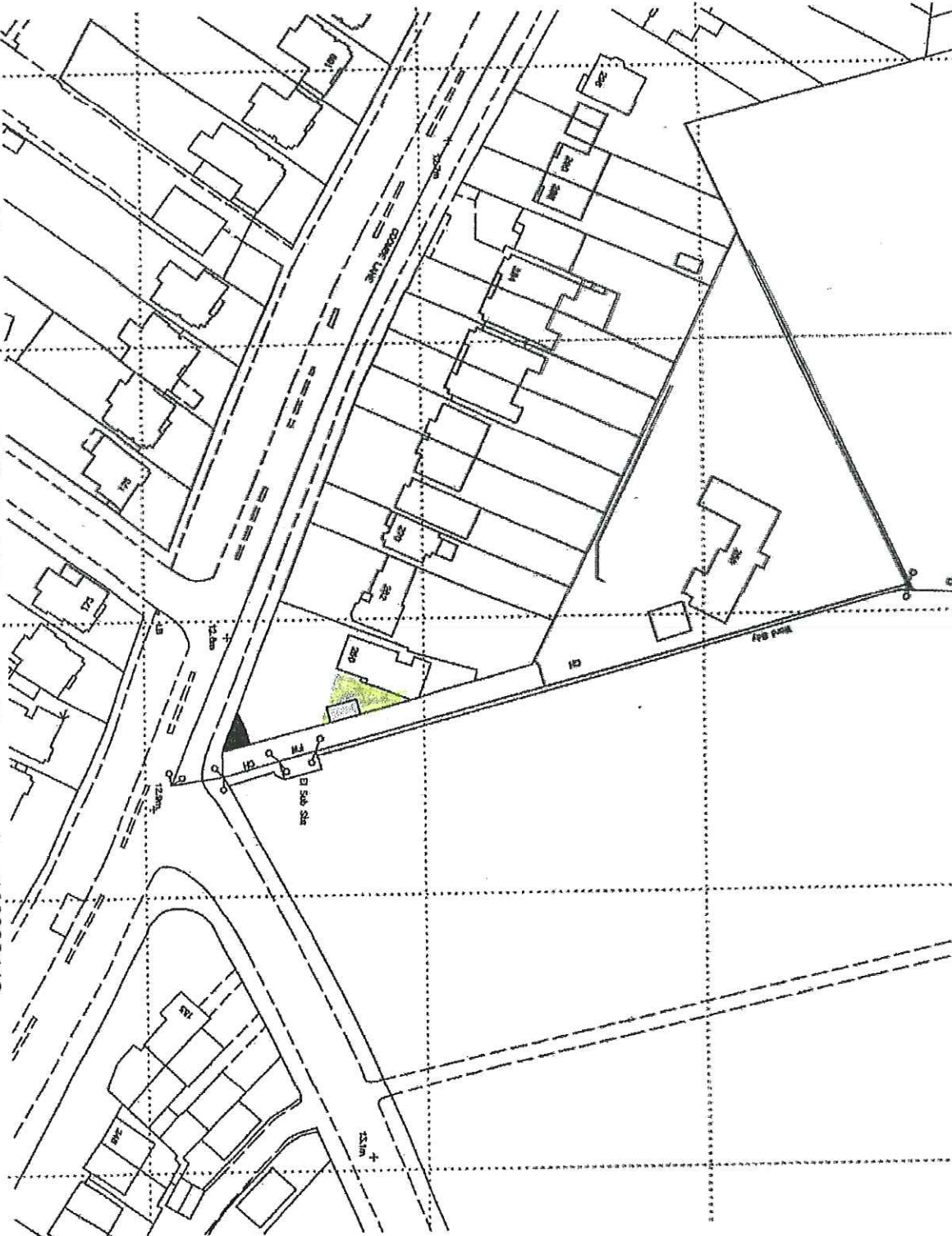
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

1. The right for the Grantee and its successors in title and each of them and all those authorised by them in common with the Grantor and other persons having the same right to pass with or without vehicles over and along the Accessway to and from Coombe Lane at all times and for all purposes connected with the use of the Grantee's Property and each and every part thereof.
2. A right to enter upon the Accessway at all times after giving reasonable prior notice in writing to the Grantor for the purposes of maintenance repair and resurfacing of the Accessway and the erection and maintenance and repair of fences, hedges and landscaping subject to the persons exercising such right causing as little damage and inconvenience as reasonably possible and making good as soon as reasonably practicable all damage caused.

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HHG
 Spence

[Handwritten signature]

Schedule 2 Grantee's covenants

The Grantee shall:

1. STATUTORY REQUIREMENTS

Comply with all laws governing the exercise of the Rights.

2. DAMAGE

Not cause any damage to the Grantor's Property (save for fair wear and tear), and as soon as reasonably practicable make good any damage caused to the Grantor's reasonable satisfaction.

3. NUISANCE

Not cause any legal nuisance or injury to the Grantor or occupiers of the Grantor's Property, or to any other person entitled to the Rights in common with the Grantee.

4. OBSTRUCTION OR WASTE

Not obstruct the Accessway nor deposit any waste, rubbish, soil or other material on any part of the Grantor's Property nor 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. ERECTION AND MAINTENANCE OF FENCE

Prior to demolition of the existing dwelling house at 258 Coombe Lane pursuant to planning permission numbered 15/P2082 to erect along the boundary between the Grantor's Property and the Grantee's Property an acoustic fence to such height or heights not exceeding 1,650mm as the Grantor shall determine and which complies with the requirements of the Local Planning Authority and forever afterwards to maintain the same and to landscape to the Grantor's reasonable satisfaction the area shown coloured green on the Plan including the planting of suitable bushes and plants and the laying of paving or other walkways (in accordance with any scheme agreed with the Local Planning Authority where necessary) and at the request of the Grantor to provide and attach a wooden trellis above that part of the said fence adjoining the area shown coloured green on the Plan (unless prevented by the requirements of the Local Planning Authority).

6. COSTS OF MAINTAINING THE ACCESSWAY

Pay to the Grantor within 14 days of written demand six sevenths or such higher proportion as may be fair and reasonable of all costs reasonably and properly incurred by the Grantor in keeping the Accessway in good repair and

procure that Grantee's successors in title to the Grantee's Property are bound by a similar covenant with the Grantor (provided that in the case of a disposition of an individual dwelling or dwellings forming part of the Grantee's Property the relevant deed may contain an obligation only to pay a pro rata proportion in accordance with the extent of the Grantee's Property then being transferred or leased). For the avoidance of doubt any such costs arising as a result of or in connection with any building or development works carried out to or on the Grantee's Property shall be borne by the Grantee in its entirety

SCHEDULE 3 GRANTOR'S COVENANTS

The Grantor shall:

1. INTERFERENCE WITH RIGHTS

Not obstruct, interrupt or interfere with the exercise of the Rights by the Grantee or its successors in title the owners and occupiers of part or parts of the Grantee's Property or others authorised by them.

2. REPAIR

Keep the Accessway in good repair and condition and clean and free from obstruction, subject to the Grantee paying the proportion of the costs and expenses incurred by the Grantor in maintaining the Accessway in accordance with paragraph 6, Schedule 2.

3. NO BUILDING OR OBSTRUCTION

Not obstruct the Accessway or deposit any waste rubbish soil or other material on any part of the Accessway or build on or over the Accessway or in any other way interfere with or disturb the exercise of the Rights including for the avoidance of doubt not erect any gates or fences.

4. PLANNING AND DEDICATION

Not by any act or omission or default cause any breach of any planning permission or planning condition or planning obligation for the residential development of the Grantee's Property but use all reasonable endeavours to comply with the same where such relates to the exercise of the Rights including for the avoidance of doubt not removing or altering any acoustic fences or lines of sight connected to the exercise of the Rights for the residential development of the Grantee's Property.

Schedule 4 Reserved Rights

The Grantor reserves the following rights for herself and her successors in title:

RIGHT TO REPAIR THE GRANTOR'S PROPERTY

The right to enter onto any part of the Accessway at any time to repair, maintain or replace any services, structures or facilities on any part of the Accessway serving the Grantor's Property provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee and shall ensure that vehicular access is interrupted for the minimum time necessary to carry out the works of repair and maintenance.

Signed as a deed by HENRIETTA
HELENA TAYLOR in the presence of:



.....
A H Taylor

SIGNATURE OF WITNESS

NAME GRANT NEDITAM
ADDRESS 22-24 Weyle Road, London SW19 4DD
OCCUPATION Solicitor

Signed as a deed by REGINA
GOWING acting by her
Attorney JUDITH ANNE KANE in the
presence of:



.....
SIGNATURE OF WITNESS

NAME
ADDRESS
OCCUPATION Retired

A. Garner
MRS. A. GARNER
59, Woodruff Ave
Howe BN3 6PH