

DATED 4th July 1986

COUNTY OF LINCOLN

BILLINGBOROUGH ESTATE

THE CROWN ESTATE COMMISSIONERS

- to -

SOUTH KESWEN DISTRICT COUNCIL

DEED OF GRANT

- of -

^{drainage}
water ~~main~~ easement across land in the
Parish of Pointon and Sempringham

The Solicitor
Crown Estate Commissioners
Crown Estate Office
13/15 Carlton House Terrace
London SW1Y 5AH

Ref: C13059/IRC/Billingborough 12/3

THIS DEED OF GRANT is made the ~~Fourth~~^{SIX} day of July
One thousand nine hundred and eighty~~five~~^{SIX} BETWEEN THE QUEEN'S
MOST EXCELLENT MAJESTY of the first part THE CROWN ESTATE COMMISSIONERS
on behalf of Her Majesty acting in exercise of the powers of the Crown
Estate Act 1961 (hereinafter called "the Commissioners") of the second
part and SOUTH KESTEVEN DISTRICT COUNCIL (hereinafter called "the
Grantee") of the third part

WHEREAS :-

- (1) Certain land in the Parish of Pointon and Sempringham in the County of Lincolnshire part of the Crown Estate and is hereinafter called "the Crown Land" and is subject to the tenancies referred to in the First Schedule hereto
 - (2) The Grantee has applied to the Commissioners for the grant of an easement to lay construct use and maintain in the Crown Land an overflow dyke along the route shown by a red line on the said plan and widen an existing dyke along the route shown by a blue line on the said plan as shown in the Second Schedule hereto and the Commissioners have agreed to grant the same subject to the provisions hereinafter contained
- NOW THIS DEED WITNESSES as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of three hundred pounds now paid by the Grantee to the Commissioners (the receipt whereof the Commissioners hereby acknowledge) the Commissioners so far only as the interests of Her Majesty are concerned and saving the rights of any other person or authority and in particular (but without prejudice to the generality of the foregoing) Her Majesty's tenants of the Crown Land or any person claiming through or under them DO HEREBY GIVE AND GRANT to the Grantee FULL RIGHT AND LIBERTY to lay

construct and thereafter use and maintain through the Crown Land the overflow dyke shown by the red lines and dyke widening shown by the blue line on the said plan ("the said works") Together With (for the purpose of laying constructing inspecting cleansing maintaining repairing renewing relaying or filling in the said works) after giving reasonable notice to the Commissioners and the tenants for the time being of the Crown land to enter upon the Crown land for such purpose with workmen vehicles and appliances paying to the Commissioners and the Tenants of the Crown Land full compensation for all loss damage and injury caused thereby TO HOLD the said rights and liberties hereby granted unto the Grantee in fee simple as part of its undertaking subject to the said tenancies

2. THE Grantee hereby covenants with the Queen's Majesty and Her Successors and as a separate covenant with the Commissioners as follows:-
- (1) To pay all rates taxes assessments and outgoings whatsoever now or at any time hereafter payable in respect of the said works and all other the rights and liberties hereby granted
 - (2) Before entering on the Crown Land for the purpose of exercising any of the rights and liberties hereby granted to give (except in case of emergency) due notice to the Crown tenants
 - (3) When executing the said works to spread any surplus soil from trench excavations where directed by the Commissioners or to dump such surplus soil in heaps on sites previously approved by the Commissioners or to remove the same altogether without delay from the Crown Land and make good any interference with the subsoil and surface water drainage

- (4) At all times hereafter to maintain and keep the said works in good repair and condition to the satisfaction of the Commissioners or their Surveyor and to take all necessary precautions to prevent damage from to or by the said works or overflow
- (5) To execute all work in connection with the said works with all reasonable despatch
- (6) At its own cost from time to time to make good all loss damage and injury that may arise in connection with the said works or by any failure thereof or defect therein
- (7) From time to time to make fair and reasonable compensation to the tenants and occupiers of the Crown Land or any adjoining or neighbouring land belonging to Her Majesty for all loss damage and injury sustained by them in consequence of the exercise of any of the rights and liberties hereby granted and in particular (but without prejudice to the generality of the foregoing) forthwith to make good or pay compensation for any damage done to the land grass crops fences gates hedges ditches paths and land drains
- (8) Not to make any alteration in the said works or any diversion thereof
- (9) Not to do or suffer to be done in the exercise and user of the rights and liberties hereby granted anything which may be or become a nuisance or annoyance to Her Majesty Her Successors or the Commissioners or Her or their grantees lessees or tenants or which may in the opinion of the Commissioners be in any way injurious to any neighbouring lands or premises belonging to Her Majesty
- (10) To release and indemnify Her Majesty and Her Successors and the Commissioners from and against all actions proceedings costs damages expenses claims and demands whatsoever through or in

consequence of the breaking or disrepair of the said works or any other defect or accident affecting the said works or the user or maintenance thereof respectively

3. IT IS HEREBY AGREED AND DECLARED that Her Majesty and Her Successors and Her and Their grantees and tenants and the Commissioners may from time to time and without paying any compensation or bar with the consent in writing of the Grantee (which consent shall not be unreasonably withheld) construct and use other works over under or adjacent to the works nevertheless making due provision for securing the maintenance and efficiency of the works

4. 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

I N W I T N E S S whereof the Official Seal of the Commissioners and the Common Seal of the Grantee have been hereunto affixed the day and year first above written

THE FIRST SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Tenant</u>
10.7.1968	Tenancy Agreement	D G Richardson

THE SECOND SCHEDULE

Length - 569 metres (along the southern boundaries OS 5200 and part western and northern boundaries OS 7412).

Depth - Average depth 1 metre. Dyke to have 150 mm base, with sides sloping at 45° to the base.

Working Easement - for the construction of the new dyke and deepening of existing works a working easement of 10 metres.

THE OFFICIAL SEAL of THE)
CROWN ESTATE COMMISSIONERS)
hereunto affixed was)
authenticated by:-)



ROBERT GREGORY LINDLEY OSBORNE
Authorised by the Crown Estate Commissioners

THE COMMON SEAL of SOUTH)
KESTEVEN DISTRICT COUNCIL)
was hereunto affixed in)
the presence of:-)



[Handwritten signature]

Solicitor to the Council

