

DATED

DEED OF EASEMENT

relating to

Land adjoining to the south of Earlesfield Lane, Grantham, Lincolnshire

among

POSTPACK LIMITED

and

SOUTH KESTIVEN DISTRICT COUNCIL

and

BARCLAYS SECURITY TRUSTEE LIMITED

This deed is dated:

Parties

- (1) **POSTPACK LIMITED** (Co. Regn. No. 04446988) of Unit 4, Hollis Road, Grantham, Lincolnshire NG31 7QH (**Grantor**)
- (2) **SOUTH KESTEVEN DISTRICT COUNCIL** of Council Offices, The Picture House, St Catherine's Road, Grantham NG31 6TT (**Grantee**)
- (3) **BARCLAYS SECURITY TRUSTEE LIMITED** (Co. Regn. No. 10825314) of P.O. Box 16276, One Snowhill, Snowhill Queensway, Birmingham B2 2XE (**Lender**)

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 for the benefit of the Grantee's Property on the terms contained in this deed.
- (C) The Grantor's Property is subject to the Charge and the Lender has agreed to join in this deed to record the Lender's consent to the grant of the Rights.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Accessway: the part of the Grantor's Property edged red on the Plan.

Charge: the charge appearing at entry C2 in the charges register of the title to the Grantor's Property as at 4th November 2025 at 14:56:24.

Deed of Covenant: a deed of covenant in favour of the Grantor or the owner or owners from time to time of the Grantor's Property or any part of it containing covenants in the same terms as the Grantee's Covenants, with such minor modifications as the parties may agree.

Gate: the access gate marked as "Proposed Access Gate" on the Plan

Grantee's Covenants: the covenants on the part of the Grantee set out in this deed including, but not limited to, those set out in **Schedule 2** and the indemnity in clause **8**.

Grantee's Property: the freehold property known as Grantham canal and registered at HM Land Registry under title number LL155368.

Grantor's Covenants: the covenants on the part of the Grantor set out in this deed including, but not limited to, those set out in **Schedule 3**.

Grantor's Property: the freehold property at 8-9 Hollis Road, Grantham, NG31 7QH and registered at HM Land Registry under title number LL124905.

Plan: the plan annexed to this deed.

Reserved Rights: the rights set out in **Schedule 4**.

Rights: the rights set out in **Schedule 1**.

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 Unless expressly provided otherwise in this deed, any reference to the **Grantor** or **Grantee** shall include that party's personal representatives and successors in title.
- 1.3 Any reference to the **Lender** shall include that party's successors or permitted assigns.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.5 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.
- 1.6 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.
- 1.7 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 reference to legislation or a legislative 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 legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.

- 1.9 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.12 A reference to **writing** or **written** excludes fax and email.
- 1.13 Any obligation in this deed on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following 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.

2. Grant

- 2.1 In consideration of £1 (one pound) (exclusive of VAT) paid by the Grantee (the receipt of which the Grantor acknowledges) and the covenant 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 and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed; and
 - (b) in common with the Grantor and any other persons authorised by the Grantor or lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. Grantor's covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part of it, for the benefit of the Grantee's Property and each and every part of it, 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 and each and every part of it, for the benefit of the Grantor's Property and each and every part of it, that the Grantee and its successors in title shall at all times observe and perform the Grantee's Covenants.

5. Consent of Lender

The Lender confirms that, by entering into this deed, it consents to:

- (a) the grant of the Rights on the terms contained in this deed; and
- (b) notice of the Rights and any restrictive covenants entered into in this deed by the Grantor being entered in the charges register of the title to the Grantor's Property.

6. HM Land Registry

6.1 The Grantor consents to:

- (a) the registration of the Rights on the registered title to the Grantor's Property; and
- (b) any restrictive covenants entered into in this deed by the Grantor being noted against the registered title to the Grantor's Property.

6.2 The Grantee consents to:

- (a) the registration of the Rights on the registered title to the Grantee's Property; and
- (b) any restrictive covenants entered into in this deed by the Grantee being noted against the registered title to the Grantee's Property.

6.3 On completion of this deed the Grantee shall:

- (a) apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor's Property; and
- (b) apply to HM 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.

6.4 The Grantee shall promptly give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, once the Rights and any

restrictive covenants made by the Grantor and the Grantee have been properly and correctly entered against the respective titles.

7. Reservation of rights

The Grantor reserves the Reserved Rights for itself, its successors in title and all other persons authorised by it to benefit from the same.

8. Indemnity

The Grantee shall indemnify the Grantor 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 any of the other Grantee's Covenants; or
- (c) any breach of the terms of this deed.

9. Extent of liability

9.1 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.

9.2 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. The Grantor 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.

9.3 Subject to clause 9.4.4, the Grantor is not liable for:

- (a) the death of, or injury to the Grantee, its employees or invitees; or
- (b) damage to any property of the Grantee or that of the Grantee's employees or invitees; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Grantee or the Grantee's employees or invitees in the exercise or purported exercise of the Rights.

9.4 Nothing in clause 9.3 shall limit or exclude the Grantor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Grantor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Grantor to exclude or restrict liability.

10. VAT

- 10.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 10.3, the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 10.2 Every obligation on the Grantee, under or in connection with this deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT.
- 10.3 The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.

11. No transfer of Grantee's Property without Deed of Covenant

- 11.1 The Grantee covenants with the Grantor, for the benefit of the Grantor's Property and each and every part of it, not to transfer the whole or any part of the Grantee's Property without first procuring that the disponee enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Grantor's Property or any part of it.
- 11.2 The Grantee consents to the entry of the following restriction against the title to the Grantee's Property at HM Land Registry following the registration of this deed and shall provide the Grantor with all necessary assistance and documentation to permit entry of the restriction:

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of Clause 11.1 of a deed of easement between PostPack Ltd and South Kesteven District Council dated _____ have been complied with."

12. Third party rights

- 12.1 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.

13. Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14. Jurisdiction

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

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 those authorised by it or them, in common with the Grantor and other persons having the same or a similar right, to pass without vehicles over and along the Accessway to and from the public highway known as Earlesfield Lane via the Gate at all times to gain access to and egress from the Grantee's Property.

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, or to any property of the owners or occupiers of the Grantor's Property, as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. Nuisance

Not cause any nuisance, annoyance or disturbance to the Grantor or the occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

4. Obstruction or waste

Not obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or 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. Costs of maintaining the Accessway

5.1 Pay to the Grantor on written demand a fair and reasonable proportion according to use, as shall be determined by the Grantor's surveyor, of all costs properly incurred by the Grantor in keeping the Accessway in good repair.

5.2 Pay to the Grantor the costs required for repairing the Gate.

5.3 Any dispute arising in connection with the determination of the Grantee's proportion of the costs referred to in paragraph 5.1 shall be submitted to arbitration in accordance with the Arbitration Act 1996.

6. Repair

Keep the Accessway clean and free from obstruction and in good repair and condition.

7. Costs in the event of breach

Pay to the Grantor on written demand all costs incurred by the Grantor in complying with any of the Grantee's Covenants provided that, in the event of non-compliance, the Grantor has first served on the Grantee written notice of the breach and the Grantee has failed to rectify the breach within 30 (thirty) days of service of that notice.

8. Gate and security

8.1 Keep the Gate closed at all times that the Rights are not being exercised.

Schedule 3 Grantor's covenants

The Grantor shall:

1. Interference with Rights

Subject to the Reserved Rights, not do anything or allow anything to be done on the Grantor's Property that interferes with or obstructs the exercise of the Rights by the Grantee.

Schedule 4 Reserved Rights

The Grantor reserves the following Reserved Rights:

1. Right to enter to carry out obligations

The right to enter onto the Accessway at any time to carry out any of the Grantor's obligations in this deed, or any obligation of the Grantee in the event of the Grantee's default, provided that in so doing the Grantor shall cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

2. Right to enter to repair the Grantor's Property

The right to enter onto the Accessway at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property provided that in so doing the Grantor shall cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

3. Right to build on the Grantor's Property

Subject to the Grantor's covenant in paragraph **Error! Reference source not found.** of **Schedule 3**, the right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land.

Executed as a DEED by)

affixing the Common Seal of)

SOUTH KESTEVEN DISTRICT)

COUNCIL in the presence of:)

Authorised Officer

Executed as a deed by)

POSTPACK LIMITED)

acting by a director and its secretary)

or acting by two directors)

Signature of Director

Signature of Director/Secretary

<<Bank Attestation TBC>>

