

DATED

202[]

DEED OF GRANT

pursuant to the adoption of sewers under  
Section 104 of the Water Industry Act 1991  
relating to the development known as

in the County of

UNITED UTILITIES WATER LIMITED

- and -

United Utilities Water Limited  
Legal Department  
Warrington

NB/WHO12.7

LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

County and District :  
Title Number :  
Property :  
Date : 202[]

**1. Definitions**

“the Apparatus” means the foul and/or SUDSs as are laid in the Protected Strip and the SUDS and any accessories thereto as defined by Section 219 of the Water Industry Act 1991

“Disposal” means a disposition within the meaning of section 205 of the Law of Property Act 1925 or section 27(2) of the Land Registration Act 2002 of the whole or any part or parts of the Grantor’s Property which comprises the SUDS but the term “Disposal” shall not include a Permitted Disposal

“the Dominant Tenement” means the undertaking of the Undertaker within its area as particularised in the Undertaker’s “Instrument of Appointment” as a sewerage undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof

“the Grantor” means (Co. Reg. No. ) whose Registered Office is situate at and its successors in title

“the Grantor’s Property” means the land (inter alia) including the Protected Strip situate at \_\_\_\_\_ and registered at the Land Registry with absolute title under Title Number \*\*\*\*\*

“the Maintenance Plan” means the maintenance and management plan for the SUDS and the land forming part of the Grantors’ Property immediately adjoining the SUDS and as from time to time agreed between the Grantor and the Undertaker (both parties acting reasonably) and to include amongst other matters those obligations listed in clause 3 .6 of this Deed

“Permitted Disposal” means the grant of any easement wayleave transfer or lease to a statutory undertaker in respect of any pipes wires cables or other similar service media required for the provision of services to the Grantor’s Property or an electricity substation or gas governor installed or placed upon in or under the Grantor’s Property

“the Protected Strip” means that strip of land forming part of the Grantor’s Property and shown on the attached plan and thereon coloured yellow unless the contrary shall be stipulated or be clear the plan and the full area of the SUDS and shall extend three metres wide from the perimeter of the SUDS

“the SUDS” means the basin pond swale(s) filter drain or bio retention facility and any connecting pipework installed at the Grantor’s Property as shown coloured purple on the Plan

“The Undertaker” means UNITED UTILITIES WATER LIMITED (Co Reg No. 02366678) whose Registered Office is situate at Haweswater House Lingley Mere Business Park Lingley

Green Avenue Great Sankey Warrington WA5 3LP and its  
successors in title

## **2. Rights**

In consideration of the sum of One Pound (£1.00) paid by the Undertaker to the Grantor (the receipt of which the Grantor hereby acknowledges) the Grantor HEREBY GRANTS with full title guarantee the following perpetual rights (“the Rights”) to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

- (a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip and/or the SUDS and having and enjoying the free flow and passage of surface water with or without other matter through any part of the Apparatus and the right to discharge from the Apparatus in through under over or upon the Protected Strip or any pipe connected thereto into the SUDS and the right to discharge from the SUDS into any ditch or watercourse within or adjacent to the Apparatus the Protected Strip and/or the Grantor’s Property
- (a) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass over and along part of the Grantor’s Property as is necessary to exercise the rights granted by this Deed by a route within the same or by such (if any) subject to the Undertaker making good any damage caused to the Grantor’s Property by the exercise of the rights by this Deed

- (b) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus PROVIDED the same are not erected in such a position as to unreasonably affect the beneficial use of Grantor's Property
- (c) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights;
- (d) The right of fencing or severing off such part of the Protected Strip and/or the Balancing Facility from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights;
- (e) The right of support for the Apparatus from the Grantor's Property
- (f) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.
- (g) The right to erect such signs required in relation to the SUDS as may be necessary as a result of health and safety legislation or statutory requirements

### **3. Grantor's Covenants**

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

3.1 Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:

3.1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive

3.1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same

3.1.3 adversely affect the use and operation of the SUDS or the free flow and passage of water through the SUDS or means of communicating through the same

3.2 Without prejudice to the generality of the foregoing:

3.2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary on the Grantor's Property that may affect or interfere with the operation of the rights granted herein by the Undertaker Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character and which shall have previously been approved of in writing by the Undertaker

3.2.2 not to withdraw support from the Apparatus the SUDS or from the Protected Strip

3.2.3 not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip or adjacent to the SUDS

3.2.4 not to alter the ground levels within the Protected Strip

3.2.5 not to alter the ground levels of the Grantor's Property surrounding or adjacent to the SUDS

- 3.2.6 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip or adjacent to the SUDS
- 3.2.7 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus laid in the Protected Strip at an angle of less than forty five degrees formed by the Apparatus laid in the Protected Strip and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable
- 3.3 To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip
- 3.4 Not to cover or obscure any manhole cover or chamber or other accessory which relates to the Apparatus within the Protected Strip
- 3.5 Not to carry out any activities on the Grantor's Property which may in any way affect the integrity and operation of the SUDS by the Undertaker
- 3.6 To maintain that part of the Suds and such part of the Grantor's Property which immediately adjoins the same in a neat and tidy condition and to carry out such grounds maintenance as may from time to time be necessary and/or the management of any low level shrubs or plants planted adjacent to the SUDS which shall include but not limited to the following:
- 3.6.1 litter and debris removal
  - 3.6.2 grass cutting
  - 3.6.3 reseeding areas of poor vegetation growth and tidying of any dead growth
  - 3.6.4 removal of leaf accumulation
  - 3.6.5 maintenance of invasive species and removal of nuisance plants

3.6.6 such other items of repair and maintenance as shall from time to time be agreed between the Grantor and the Undertaker (both parties acting reasonably) for the general upkeep and maintenance of that part of the Grantor's Property where the SUDS is situ in accordance with the Management Plan

3.7 To produce and agree with the Undertaker the Maintenance Plan before the adoption of the SUDS by the Undertaker

3.8 To comply at all times with the Maintenance Plan at the expense of the Grantor

3.9 Not to alter or vary the Maintenance Plan without the prior agreement of the Undertaker

3.10 To maintain public liability insurance as a consequence of the presence of the SUDS on the Grantor's Property in relation to any actions claims demands or proceedings which may be brought against the Undertaker such insurance to be for an amount of £5,000,000.00 (five million pounds) for any event or series of events

3.11 If the Grantor shall fail to carry out any of its obligations under the Maintenance Plan within a reasonable period of time following the receipt of a written notice from the Undertaker outlining which obligations the Grantor has failed to comply with or in the event of an emergency the Undertaker need not give any notice to the Grantor the Undertaker may elect to carry out such necessary works repairs or maintenance obligations and any costs incurred by the Undertaker shall be payable by the Grantor as a debt on demand

3.12 To indemnify the Undertaker against all claims demands proceedings damages losses costs charges and expenses as a result of any failure by the Grantor to observe and perform any of its covenants in this clause 2



3.13 Not to make any Disposal of any part of the Grantors Property which comprises the SUDS except to a person who has first entered into a deed of covenant with the Undertaker to comply with the provisions of this clause 3 of the Deed

#### **4. The Undertaker's Covenants**

The Undertaker covenants with the Grantor as follows:

4.1 To make good any damage caused to the Protected Strip and/or the Grantor's Property adjacent to the SUDS by the exercise of the rights herein granted to the reasonable satisfaction of the Grantor and as soon as reasonably practicable

4.2 To indemnify the Grantor against all rates taxes impositions and outgoings of annual or recurring nature arising out of the existence of the Apparatus and all claims demands proceedings damages losses costs charges and expenses as a result of any negligence by the Undertaker in the exercise of the rights herein granted save any arising through any act or default of the Grantor its employees agents or others authorised by the Grantor PROVIDED THAT the Grantor shall give immediate notice of any claim and shall not make any admission of liability or settle or compromise any claim without the consent in writing of the Undertaker PROVIDED FURTHER THAT the level of indemnity given by this clause by the Undertaker shall not exceed the sum of Five million pounds (£5,000,000.00) for any one claim or series of claims

#### **5. It is hereby agreed and declared**

5.1 Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the covenants, the Apparatus shall not vest in the Undertaker until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991.

5.2 The Grantor and the Undertaker do now apply to the Registrar to register notice of the Rights in the charges register of the title number hereinbefore mentioned

5.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no other person other than the parties to this Deed shall have any rights under it nor shall it be enforceable by any other

EXECUTED AS A DEED AND DELIVERED by the parties hereto the day and year first before written

EXECUTED AS A DEED by )  
THE GRANTOR )  
acting by:- )

Director

Director/Secretary

EXECUTED AS A DEED by affixing )  
THE COMMON SEAL of UNITED )  
UTILITIES WATER LIMITED )  
in the presence of: )

Authorised Signatory