

DATED

DEED OF EASEMENT

relating to

Land and Property at Heatherview

between

The Albury Parish Council

and

Neil Geoffrey Edwards and Judith Anne Edwards

This deed is dated 1st December 2025

Parties

- (1) The Albury Parish Council of Albury Memorial Library, The Street, Albury, Surrey, GU5 9AD (**Grantor**)
- (2) Neil Geoffrey Edwards and Judith Anne Edwards of Heatherview, Farley Green, Albury, Guildford GU5 9DN (**Grantee**)

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.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Accessway: the private roadway shown coloured Green on the Plan.

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 Grantor may agree.

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

Grantee's Property: the freehold property at Heatherview, Farley Green, Albury, Guildford GU5 9DN shown edged red on the Plan and registered at HM Land Registry under title number SY689204 edged red.

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

Grantor's Property: the freehold property at Land at Farley Green, Albury, Guildford and registered at HM Land Registry under title number SY715908.

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 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 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.
- 1.7 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.
- 1.8 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 deed on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 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 The Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property and each and every part of it.

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, 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. HM Land Registry

5.1 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.

5.2 The Grantee consents to the registration of the Rights and any restrictive covenants entered into in this deed by the Grantee being entered on the registered title to the Grantee's Property.

5.3 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.

5.4 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/or the Grantee have been properly and correctly entered against the respective titles.

6. 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.

7. 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 Grantee's Covenants; or
- (c) 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. Extent of 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. 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.

8.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in paragraph 3 of **Schedule 3** unless and until the

Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

8.4 Subject to clause 8.5, 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.

8.5 Nothing in clause 8.4 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.

9. VAT

9.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 9.3, 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.

9.2 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.

9.3 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.

10. Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

11. 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.

12. 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

Schedule 1 Grantee's covenants

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 with or without vehicles over and along the Accessway to and from the public highway at all times to gain access to and egress from the Grantee's Property for all purposes connected with the use of the Grantee's Property and each and every part of it for all purposes.

Not cause any damage to the Grantor's Property, or to any property of the owner or occupier of the Grantor's Property, and shall 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.

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

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.

Costs of maintaining the Accessway

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

1.2. Any dispute arising in connection with the determination of the Grantee's proportion of the costs referred to in paragraph 1.1 shall be submitted to arbitration in accordance with the Arbitration Act 1996.

Maintenance of Ditch

The Grantee shall at all times be responsible for the cleaning and maintenance of the ditch running parallel with the Grantee's hedge boundary (between the points marked A and B on the Plan and is shown coloured yellow on the Plan) to ensure its effective drainage and

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, and shall 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 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, of all costs properly incurred by the Grantor in keeping the Accessway in good repair.

5.2 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. Maintenance of Ditch

The Grantee shall at all times be responsible for the cleaning and maintenance of the ditch running parallel with the Grantee's hedge boundary (between the points marked A and B on the Plan and is shown coloured yellow on the Plan) to ensure its effective drainage and

shall indemnify the Grantor against all costs, claims or losses arising from the Grantee's failure to do so.

7. Repair

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

8. 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 if the Grantee has failed to comply with them, provided that the Grantor has first served on the Grantee written notice of the breach and the Grantee has failed to rectify the breach within 30 days of service of that notice.

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.

2. Repair

Keep the Accessway in good repair and condition and clean, properly lit and free from obstruction, subject to the Grantee paying a fair and reasonable proportion of the costs and expenses incurred by the Grantor in maintaining the Accessway in accordance with paragraph 5, *Schedule 2*.

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 obligation of the Grantor contained 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.

**EXECUTED as a DEED by
THE ALBURY PARISH COUNCIL**

acting by two members of the Council,
the signatures being witnessed by the Parish Clerk

[**SMART BURN**]

signed  (Member)

In the presence of:

Witness signature 

Witness name **Chloe-Jade Bishop-Wright**

Address **1 Mint Cottages, Park Road,
Banstead, SM7 3DS**

And

[**GREG BAKER**]

signed  (Member)

In the presence of:

Witness signature 

Witness name **Chloe-Jade Bishop-Wright**

Address **1 Mint Cottages, Park Road,
Banstead, SM7 3DS**

LMT H.M. LAND REGISTRY		TITLE NUMBER SY689204	
ORDNANCE SURVEY PLAN REFERENCE	TQ 0545	SECTION B	Scale 1/1250 Enlarged from 1/2500
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