
DEED OF EASEMENT

RELATING TO

Woodside Grange, Woodland Road

BETWEEN

- (1) Taylor Wimpey UK Limited incorporated and registered in England and Wales with company number 01392762 whose registered office is at Gate House, Turnpike Road, High Wycombe HP12 3NR (the "**Grantor**");
- (2) Antony Craig Lock and Hyun Hee Kang of Woodside Grange, Woodland Road, Hassocks, BN6 8EX. (the "**Grantee**"); and
- (3) Green 2020 Ltd T/A Bearhaus incorporated and registered in England and Wales with company number 12416577 whose registered office is at 12 Hollingbury Crescent, Brighton, England, BN1 7HD (the "**Developer**");

RECITALS

- (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 Developer has agreed to provide the Developer's Covenants.

IT IS HEREBY AGREED

1. INTERPRETATION

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

1.1 Definitions:

"Accessway" means the private roadway forming part of the Grantor's Property which is shown coloured blue on Plan 1.

"Deed of Covenant" means a deed of covenant in favour of the Grantee or the owner or owners from time to time of the Grantee's Property or any part of it containing covenants in the same terms as the Grantor's Covenants (save for the Grantor's Covenants at paragraph 3 of Schedule 3 if the works have already been completed by the Grantor) with such minor modifications as the Grantee may agree.

"Developer's Covenants" means the covenants set out in Schedule 4.

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

"Grantee's Property" means the freehold property at Woodside Grange, Woodland Road, Hassocks (BN6 8EX) and registered at HM Land Registry under title number WSX66575.

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

"Grantor's Development" means the land now or formerly comprised in title number WSX422648 on which the Grantor is carrying out residential development.

SCHEDULE 1

The Rights

1. ACCESS

- 1.1 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 and Passing Places to and from the public highway known as Ockley Lane at all times for all purposes connected with the use of the Grantee's Property including for the development of the Grantee's Property and subsequent use as no more than a maximum of four (4) residential dwellings including ancillary outbuildings, sheds, workshops and garages associated with those four (4) dwellings

2. UNDERGROUND SERVICE MEDIA RIGHTS

- 2.1 The right for the Grantee and its successors in title and those authorised by it or them, at all times and in common with the Grantor and other persons having the same or a similar right, to:
- 2.1.1 Enter those parts of the Grantor's Property as are unbuilt upon with or without vehicles, plant and equipment (at the Grantee's expense and in a proper and workmanlike manner) to retain, inspect, maintain, repair, alter, renew, replace and remove the Underground Service Media. Provided that when exercising the right under this clause, the Grantee shall not obstruct or interrupt any services on the Grantor's Property or the Grantor's Development.
- 2.1.2 Subject to capacity, use and connect (nowhere else other than through the Services Connection Point) in to the Underground Service Media. For the avoidance of doubt, the Grantee shall not use the Underground Service Media for any purpose that would restrict or interfere with the Grantor's Property or the Grantor's Development.

3. RIGHT OF ENTRY

- 3.1 The right for the Grantee and its successors in title and those authorised by it or them, at all times to enter upon so much as is reasonably necessary of those unbuilt upon parts of the Grantor's Property (excluding any areas which are or are intended to be within the curtilage of a dwelling) with or without vehicles, plant and equipment to retain, inspect, maintain, repair, alter, renew, replace the Accessway, Services Connection Point and Passing Places should the Grantor fail to comply with the obligations at paragraph 2 of Schedule 3. Provided that when exercising the right under this clause, the Grantee shall not obstruct or interrupt any services on the Grantor's Property or the Grantor's Development.

4. RIGHT TO BUILD ON THE GRANTEE'S PROPERTY

The right to use any part of the Grantee's Property as the Grantee thinks fit, or to build on or develop any part of the Grantee's Property for a maximum of four (4) residential dwellings including ancillary outbuildings, sheds, workshops and garages associated with those four (4) dwellings or any neighbouring land. Provided that the Grantee in exercising this right will not fail to comply with the Grantee's covenants at Schedule 2.

SCHEDULE 3
Grantor's covenants

The Grantor shall:

1. INTERFERENCE WITH RIGHTS

Not do anything on the Grantor's Property that interferes with or obstructs the exercise of the Rights by the Grantee.

2. REPAIR

Keep the Accessway, Services Connection Point and Passing Places in good repair and condition and clean, and free from obstruction subject to the persons exercising the right to use the Accessway, Services Connection Point and Passing Places contributing a fair and reasonable proportion according to user of the cost of maintaining the Accessway, Services Connection Point and Passing Places in a good state of repair and condition.

3. WORKS

3.1 As soon as possible from the date of this Deed:

3.1.1 To construct or procure the construction of the Passing Places on the Accessway in a good and workmanlike manner and in accordance with the Passing Places Drawing; and

3.1.2 To construct or procure the construction of the Services Connection Point to the reasonable satisfaction of the Grantee and in accordance with the Services Connection Point Drawing such works shall also include the installation of foul water drainage, fibre, electricity and water services to serve the 4 properties erected or to be erected on the Grantee's Property (all of these works shall be undertaken simultaneously); and

3.1.3 Subject to the necessary third party consent being issued by the relevant authorities, to complete the works referred to at paragraph 3.1.1 and 3.1.2 no later than 31 March 2025

Provided that the Grantor shall not be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control.

4. NO INTERFERENCE WITH UNDERGROUND SERVICE MEDIA

Not do anything on the Grantor's Property that interferes with or damages the Underground Service Media or interferes with, impedes or obstructs the Grantee's access to or use of them.

5. PROHIBITED ACTIVITIES

5.1 Not erect any building, structure or plant on or beneath the Services Connection Point.

5.2 Not change the level of the surface, ground cover or composition of the Services Connection Point. Provided that:

- (a) any works or maintenance carried out by the Grantor in accordance with any planning obligations including (but not limited to) any

SCHEDULE 4

Developer' Covenants

1. PAYMENT FOR THE WORKS

- 1.1 To pay £15,616 to the Grantor or to O'Halloran & O'Brien Ltd (company number: 01049341) of O'Brien House, 197-199 Garth Road, Morden, Surrey, SM4 4NE ("**OHOB**") (if instructed to do so in writing by the Grantor) within 15 working days of receipt of an invoice for the works referred to paragraph 3.1.1 of Schedule 3.
- 1.2 To pay £13,046 to the Grantor or to OHOB (if instructed to do so in writing by the Grantor) within 15 working days of receipt of an invoice for the works referred to paragraph 3.1.2 of Schedule 3.
- 1.3 To pay to GTC UK Limited (company number: FC020169) of Synergy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP the connection fee of £7,937.64 within 15 working days of receipt of an invoice from GTC UK,

EXECUTED AS A DEED by
TAYLOR WIMPEY UK LIMITED
acting by its Attorneys

Attorney

in the presence of:

Witness signature

Name

Address

Occupation

AND

Attorney

in the presence of:

Witness signature

Name

Address

Occupation

Signed as a deed by
Antony Craig Lock

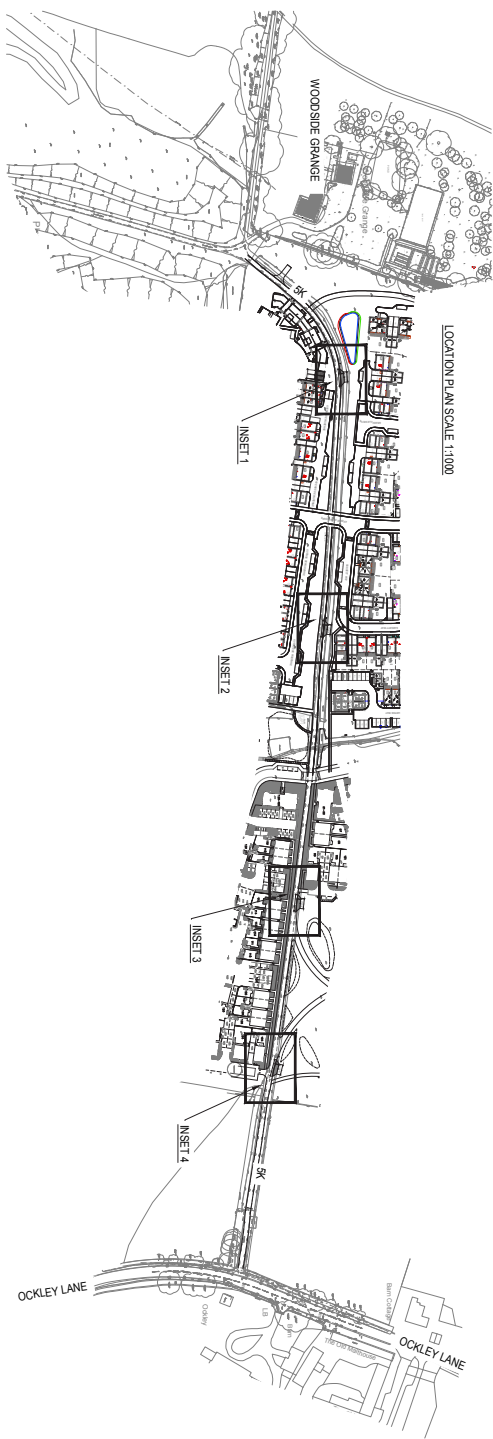
Signature.....

In the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS)

Address



LOCATION PLAN SCALE 1:1000



WOODSIDE GRANGE

OCKLEY LANE

INSET 1

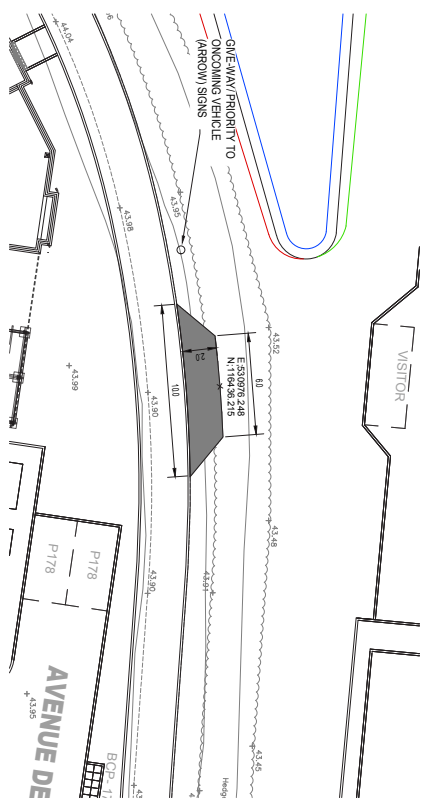
INSET 2

INSET 3

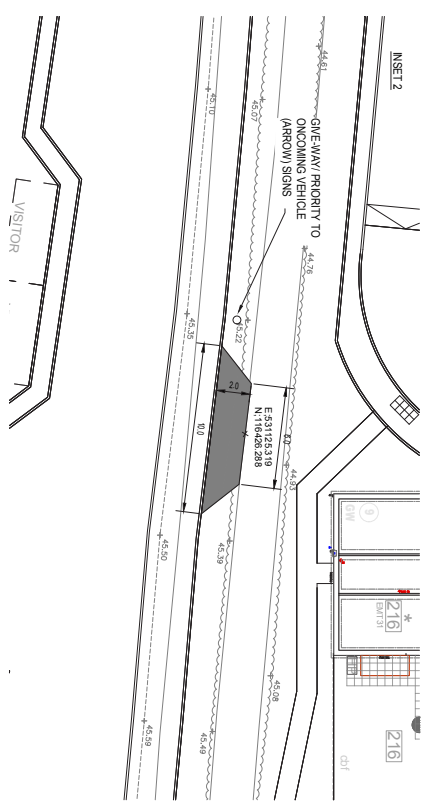
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OCKLEY LANE

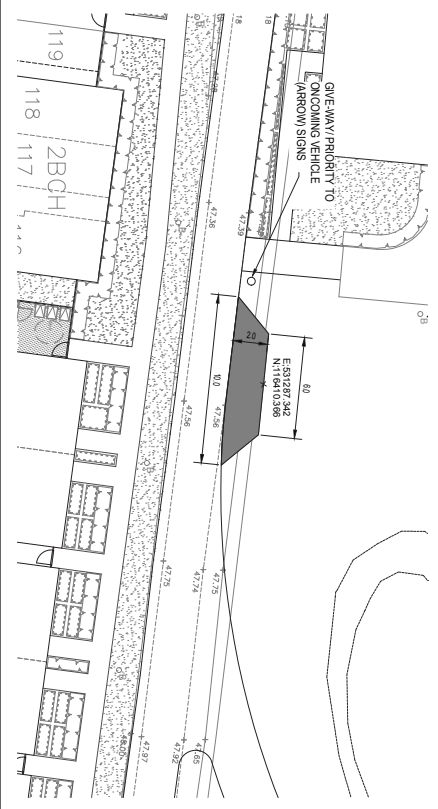
- NOTES**
1. THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE CONSULTANT.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THE SITE IS TO BE GRADED TO THE FINISH LEVELS SHOWN ON THIS PLAN.
 4. THE PROPOSED BUILDING IS TO BE CONSTRUCTED TO THE STANDARDS SET OUT IN THE BUILDING REGULATIONS.
 5. THE PROPOSED PARKING AREAS ARE TO BE GRASSED AND PAVED WITH PERMEABLE PAVING.
 6. THE PROPOSED DRIVEWAY IS TO BE CONSTRUCTED TO THE STANDARDS SET OUT IN THE HIGHWAYS ACT.
 7. THE PROPOSED FENCING IS TO BE CONSTRUCTED TO THE STANDARDS SET OUT IN THE FENCING ACT.
 8. THE PROPOSED LIGHTING IS TO BE CONSTRUCTED TO THE STANDARDS SET OUT IN THE LIGHTING ACT.
 9. THE PROPOSED LANDSCAPING IS TO BE CONSTRUCTED TO THE STANDARDS SET OUT IN THE LANDSCAPING ACT.
 10. THE PROPOSED SIGNAGE IS TO BE CONSTRUCTED TO THE STANDARDS SET OUT IN THE SIGNAGE ACT.
- GENERAL NOTES**
- 1. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 - 2. ALL MATERIALS ARE TO BE OF THE HIGHEST QUALITY AVAILABLE.
 - 3. ALL WORK IS TO BE COMPLETED TO THE SATISFACTION OF THE CONSULTANT.
 - 4. ALL WORK IS TO BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 - 5. ALL MATERIALS ARE TO BE OF THE HIGHEST QUALITY AVAILABLE.
 - 6. ALL WORK IS TO BE COMPLETED TO THE SATISFACTION OF THE CONSULTANT.
- LEGEND**
- 1. PROPOSED BUILDING
 - 2. PROPOSED PARKING AREAS
 - 3. PROPOSED DRIVEWAY
 - 4. PROPOSED FENCING
 - 5. PROPOSED LIGHTING
 - 6. PROPOSED LANDSCAPING
 - 7. PROPOSED SIGNAGE
- SCALE**
- 1:1000



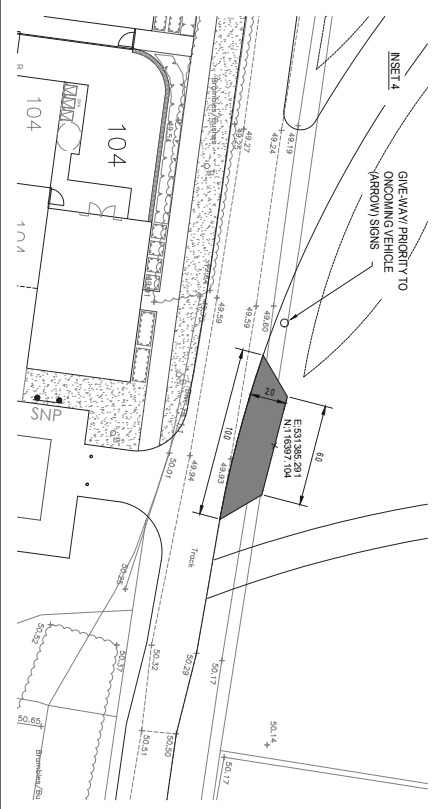
INSET 1



INSET 2



INSET 3



INSET 4

WJ consulting

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