

THIS DEED is made the *eleventh* day of *February* One thousand nine hundred and ninety-~~two~~ BETWEEN TAUNTON DEANE BOROUGH COUNCIL of The Deane House Belvedere Road Taunton TA1 1HE (hereinafter called "the Grantor" which expression shall where the context so admits include its successors in title) of the one part and IAN GRAY and RITA GRAY both of 36 Oake Close Oake near Taunton in the County of Somerset (hereinafter called "the Grantees" which expression shall where the context so admits include their successors in title) of the other part \_\_\_\_\_

WHEREAS

1. The Grantor is seised in fee simple in possession of ALL THAT land situate adjoining the properties known as 35 36 and 37 Oake Close Oake near Taunton in the County of Somerset such land being shown by the red and blue colouring on the attached plan (hereinafter called "the Land") \_\_\_\_\_

2. The Grantees are the freehold registered proprietors of ALL THAT property known as number 36 Oake Close Oake near Taunton in the county of Somerset such land in part edged green and blue hatched green on the plan (hereinafter called "the Grantees Land") \_\_\_\_\_

3. In consideration of the payment by the Grantees to the Grantor of the sum of £1,000 the Grantor has agreed to grant to the Grantees an easement to construct and thereafter maintain and repair a driveway and vehicular hardstanding partly on the land and partly on the Grantees land in manner hereinafter appearing NOW THIS DEED WITNESSETHS as follows:-

1. In consideration of the sum of One thousand pounds (£1,000) now paid by the Grantees to the Grantor (the receipt whereof the Grantor hereby acknowledges) [the Grantor as beneficial owner hereby grants to the Grantees the following rights and easements:-

(a) The right to construct a driveway on that part of the land shown edged red on the said plan \_\_\_\_\_

(b) The right to construct a vehicular hardstanding on that part of the land shown edged blue on the said plan \_\_\_\_\_

(c) The right at all times to pass and repass with or without motor vehicles over and along the said driveway \_\_\_\_\_

(d) The right at all times to park private light motor vehicles

only on the said hardstanding \_\_\_\_\_

(e) The right for the Grantees at any time upon giving reasonable notice to enter onto the Grantor's adjoining land in order to carry out any repairs and maintenance to the said driveway and hardstanding the person or persons exercising such right forthwith making good any damage caused to the adjoining land \_\_\_\_\_

(f) A right of way at all times and for all purposes with or without vehicles over the way coloured green on the said plan as a means of access to and egress from the driveway or hardstanding \* to and from the public road subject to the payment of a contribution calculated according to user to the cost of maintenance and repair thereof to a standard suitable to its present purpose \_\_\_\_\_

2. In further pursuance of the grant herein contained the Grantees for themselves and their successors in title hereby jointly and severally covenant with the Grantor:-

(a) To use the Land for a driveway and hardstanding for private light vehicles and keep and maintain the same and each and every part thereof in a clean and tidy condition and free from any offensive or noisome matter or thing whatsoever to the satisfaction of the Grantor \_\_\_\_\_

(b) Not to do or cause or permit to be done any act or thing on or about the Land which may be done or become a nuisance or inconvenience or cause damage or annoyance to the Grantor or owners or occupiers of adjoining or neighbouring land \_\_\_\_\_

(c) Not to erect or permit to be erected structures of any description whatsoever on the Land \_\_\_\_\_

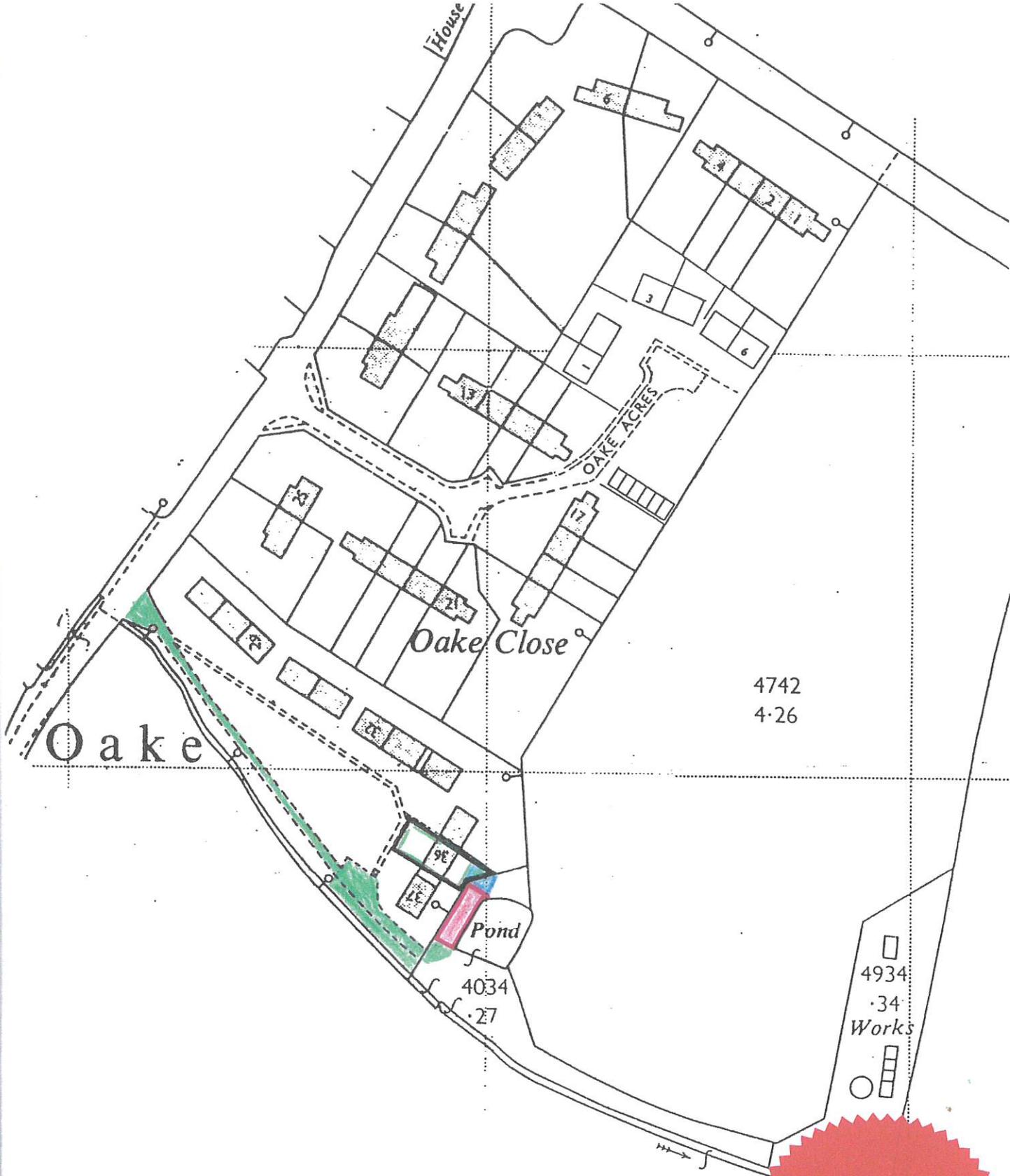
(d) To indemnify and keep the Grantor indemnified from and against all actions proceedings costs claims and demands by third parties in respect of any damage or liability caused by or arising from the use of the Grantees or their servants visitors or guests of the Land \_\_\_\_\_

(e) To permit the agents or servants of the Grantor or any other person authorised by the Grantor from time to time to enter onto and inspect the Land for the purpose of ascertaining whether the provisions of this Grant are being kept observed and performed \_\_\_\_\_

\* and on foot only to and from the remainder of the property known as 36 Oake Close Tarrant to and from the public road. aforesaid

San Gvas  
Rita Gray





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O a k e C l o s e

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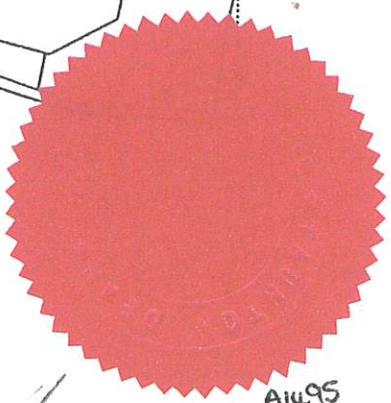
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*[Handwritten Signature]*  
Secretary & Solicitor