

Appendix G

DATED

201

[developer]

and

**RHONDDA CYNON TAF
COUNTY BOROUGH COUNCIL**

DEED OF GRANT

of

easement for rights of access to land situate on the

[development details]

in the County Borough of Rhondda Cynon Taf

**H M LAND REGISTRY
LAND REGISTRATION ACT 2002**

ADMINISTRATIVE AREA : **RHONDDA CYNON TAF**

TITLE NUMBER **:** **[title details]**

PROPERTY **:** **[development details]**

DATED **:**

THIS DEED OF GRANT is made the day of Two Thousand
and [] **BETWEEN** **[developer]** of *[developers address]* (hereinafter called “the
Grantor”) of the one part and **RHONDDA CYNON TAF COUNTY BOROUGH**
COUNCIL of The Pavilions Cambrian Park Clydach Vale Tonypany CF40 2XX
(hereinafter called “the Council”) of the other part

Whereas:-

1. The Grantor is the registered proprietor of the land (hereinafter called “the
 easement land”) situated at the development at *[development details]* shown
 hatched red plan number *[item 12 on instruction letter]* annexed hereto being
 part of the land registered under the above title number
2. The rights and liberties hereinafter mentioned are required by the Council
 pursuant to its statutory function as Highway Authority
3. The Grantor has agreed to grant to the Council and its successors in title and
 assigns the rights hereinafter granted in consideration of the premises in
 manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the premises the Grantor as beneficial owner hereby grants unto the Council and its successors in title the following rights and liberties:-
 - (a) full right and liberty in common with the Grantor and its successors in title and assigns and all other persons having the like right to use the surface water sewer contained in the easement land for the passage or conveyance of surface water from the estate roads indicated on the said plan
 - (b) full right and liberty for the purpose aforesaid to make and forever hereinafter to repair and maintain all such connections with the said surface water sewer as may be reasonable and proper in that behalf making good nevertheless at its own expense all damage or disturbance which may be occasioned to the easement land in carrying out such connections repairs or maintenance
 - (c) full right and liberty for the purpose of making repairing and maintaining the said surface water sewer but not for any other purpose whatsoever to enter upon and break up the easement land making good all damage or disturbance thereby occasioned

TO HOLD all the said rights and liberties hereby granted unto the Council in fee simple

2. **THE** Grantor to the intent and so as to bind the easement land into whosoever hands the same may come and to benefit the easements rights and privileges hereby granted hereby covenants with the Council not to erect construct deposit or suffer to be erected planted constructed or deposited through upon or over the easement land
 - (a) any building structure or other apparatus of a permanent or semi permanent nature such as pipes cables wires posts poles walls or fences other than usual boundary fences or walls constructed in such manner and provided with such gates and openings as will admit of the free exercise by the Council of the easements rights and privileges hereby granted
 - (b) any trees or shrubs
 - (c) any ornamental garden or tip or any other deposit of earth which would increase the cost to the Council of gaining access to or reinstating the easement land
3. **THE** Grantor consents to notice of the rights hereby granted and the burden of the covenants hereby imposed being noted in the Charges Register of the above mentioned title
4. **THE** Grantor agrees to apply to the Registrar for entry of notice of the rights granted and the covenants imposed in the Charges Register of the above mentioned title within 28 days of the date of this Agreement and to forward to the Council a certified copy of the Official Copy of Register Entries evidencing the registration within 14 days of receipt

IN WITNESS whereof the representatives of the Grantor have signed this instrument as their Deed and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

Executed as a Deed by
[*developer*]
in the presence of

Director

Director/Secretary

Executed as a deed by affixing
the common seal of RHONDDA
CYNON TAF COUNTY BOROUGH
COUNCIL in the presence of :-

AUTHORISED SIGNATORY