

DATED

DEED OF EASEMENT

relating to

The Wheatsheaf Chilton Foliat Hungerford RG17 0TE
and Land on the east side of Stag Hill Chilton Foliat Hungerford

between

CHILTON FOLIAT PARISH COUNCIL

And

THE WHEATSHEAF (CF) LIMITED

This deed is dated the day of 2025

Parties

- (1) **CHILTON FOLIAT PARISH COUNCIL** of Chilton Foliat Village Hall Chilton Foliat Hungerford RG17 0TG (**Grantor**)
- (2) **THE WHEATSHEAF (CF) LIMITED** incorporated and registered in England and Wales with company number 14134681 whose registered office is at Addington Lodge Cottage Addington Road Nether Kellet Carnforth LA6 1DZ (**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:

Calstone House: Calstone House 67 Chilton Foliat Hungerford RG17 0TE registered at the Land Registry under title number WT141622.

Cellar Access: an access opening within the Grantor's Property for the Grantee to gain access to the cellar within the Grantee's Property.

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

Grantee's Property: the freehold property The Wheatsheaf Chilton Foliat Hungerford RG17 0TE and registered at HM Land Registry under title number WT105776.

Grantor's Property: the freehold land on the east side of Stag Hill Chilton Foliat Hungerford shown coloured mauve on the Plan and registered at HM Land Registry under title number WT472134.

Plan: the plan annexed to this deed.

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 shall include the singular.
- 1.11 A reference to **writing** or **written** excludes fax and 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 In consideration of £1.00 (exclusive of VAT) paid by the Grantee (the receipt of which the Grantor acknowledges) and the covenants given by the Grantee in clause 3, the Grantor with full title guarantee grants to the Grantee the Rights for the benefit of the Grantee's Property SUBJECT TO and CONDITIONAL UPON the Grantee complying with the obligations and covenants within this deed.
- 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. 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.

4. Breaches by the Grantee

- 4.1 In the event of any breach by the Grantee of the covenants and obligations on this deed the Grantor may serve written notice on the Grantee by recorded delivery in writing to the landlord from time to time of the Grantor's Property specifying the breach and a date by which the breach must be remedied, being 8 weeks for a minor breach and 4 weeks for a more serious breach. If the Grantee fails to comply with such notice the Grantor may carry out all works required to remedy the breach and all costs incurred by the Grantor are payable by the Grantee on a full indemnity basis within 5 working days of receipt of the demand for payment.
- 4.2 The Grantee will inform the Grantor of the landlord of the Grantee's Property from time to time
- 4.3 In the event of repeated or serious breaches of the covenants and obligations in this deed by the Grantee the Rights will with immediate effect no longer be exercisable.

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 Grantor's 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 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. Indemnity

The Grantee shall indemnify the Grantor only being CHILTON FOLIAT PARISH COUNCIL and their successors in title against all reasonable and properly incurred 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;
- (d) by the death of, or injury to the Grantor and any person exercising a right of way over the Grantor's Property; or

- (e) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Grantor or any person in the exercise or purported exercise of a right of way over the Grantor's Property.

7. Extent of liability

- 7.1 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.
- 7.2 .
- 7.3 The Grantee is not liable for any claim made in any way by Sir Mark Thomson and Françoise Elizabeth Meyer, or any future successors in title or registered proprietors of Calstone House.
- 7.4 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. VAT

- 8.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 8.3, 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.
- 8.2 Subject to clause 8.3, 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.
- 8.3 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 correctly addressed to the Grantee.

9. 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.

10. 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.

11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have non-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

The Rights are granted SUBJECT TO and CONDITIONAL UPON the Grantee complying with the obligations and covenants within this deed:

1.1

1.2 The right on giving not less than 10 working days' notice (save in the case of emergency where no notice is required) to enter the Grantor's Property with or without workmen for the purposes of inspecting maintaining repairing and renewing the Cellar Access the person exercising the right causing as little damage and disruption as reasonably practicable and making good any damage caused as soon as reasonably practicable

1.3 The right but only whilst the Grantee's Property is used as a public house/restaurant for the Grantee, their employees, workmen, or people authorised by the Grantee of access at all times for deliveries and/or collections of goods associated with a public house/restaurant through the Cellar Access and pedestrian access for employees etc to the kitchen via the side door, and for the purpose of refuse collection from the designated recycling and refuse centre accessed by the Grantor's Property

Schedule 2 Grantee's covenants

The Grantee shall:

1. Statutory requirements

1.1 Comply with all laws governing the exercise of the Rights and in particular, but not limited to:-

- (a) The Highways Act 1980, ensuring the surface is flush with the existing pavement to eliminate trip hazards;
- (b) Any relevant industry codes of practice for public access hatches (e.g. Building Regulations 2010 – Part K Protection from falling, collision and impact). Such measures may include barrier fencing, visible warning signage, and supervised access during loading/unloading.

1.2 Submit detailed construction plans to the Grantor for approval in advance of the commencement of works.

1.3 If, for reasons of health and safety, it is necessary to close off the Grantor's Property to construct the Cellar Access, the Grantee must provide alternative access to the public highway B4192 via the Grantee's Property.

2. Construction

The Grantee has constructed the Cellar Access in accordance with all statutory requirements and to industry standards

3. Damage

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property or to any neighbouring land, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction.

4. Nuisance

Not cause any legal nuisance 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.

5. Right of Way

Not to obstruct the exercise of a right of way over the Grantor's Property and to ensure that at all times there is a minimum width of 2.4 metres which is continuously available for safe pedestrian and vehicular passage by the residents of Calstone House and pedestrian access by the general public,

6. Ongoing Maintenance Obligations

To maintain the Cellar Access in good and safe working condition at all times, and to carry out any necessary repairs promptly upon identification of defects.

7. Storage

Not to use any part of the Cellar Access or Grantor's Property for temporary or permanent storage, including but not limited to refuse bins, construction materials, or equipment.

8. Delivery Arrangements

The Grantee may park within the Grantor's Property, where briefly necessary for the purposes of making deliveries to, or collections from the Property, such instances to be kept to a minimum, and providing that no obstruction is caused and further PROVIDED THAT the provisions of paragraph 5 of this Schedule 2 are complied with.

9. Non-loitering

Not to loiter or permit any loitering on the Grantors' Property

Signed by

for and on behalf of CHILTON FOLIAT PARISH COUNCIL

Chair

.....

Vice-Chair

.....

Parish Clerk

SIGNED as a Deed by

THE WHEATSHEAF (CF) LIMITED

acting by Adrian David Gott a director in the presence of: -

Witness Signature

Witness Name

Witness Address

.....

.....

Witness Occupation