Dated 20[    ]

**Deed of Grant**

between

 [Grantor] (1)

 and

 Cadent Gas Limited (2)

 and

 [Covenantor] (3)

**relating to
easement to lay gas main at**

*[property details]*

**HM LAND REGISTRY**

**COUNTY AND DISTRICT:**

**TITLE No.**

**PROPERTY:**

**THIS DEED OF GRANT** is made the day of 20[   ]

# PARTIES

## “the **Grantor**” [                                   ] of [                                        ] which expression where the context so admits shall include the Grantor’s personal representatives successors in title and assigns

## “**Cadent Gas Limited**” whose registered office is at Ashbrook Court, Prologis Park, Central Boulevard, Coventry CV7 8PE (Company Number 10080864) which expression where the context so admits shall include its successors in title to the Undertaking and assigns

## “the **Covenantor**” whose registered office is at [                                             ] (Company Number [                      ])

# RECITALS

## [The Grantor is seized in fee simple in possession of the land referred to in the First Schedule hereto (hereinafter called “the **Grantor’s Land**”) subject as is hereafter mentioned but otherwise free from encumbrances]

OR

 [The Grantor is the registered proprietor of the land comprised in the above title number (hereinafter called “the **Grantor’s** **Land**”)]

## Cadent Gas Limited is a public gas transporter within the meaning of Section 7 of the Gas Act 1986 as amended by the Gas Act 1995 and is the owner of a gas distribution network which together with terminals storage facilities and other apparatus including, without limitation, such land and hereditaments as are accommodated by the rights granted under &his Deed, comprises Cadent Gas Limited’s undertaking (in this Deed called the “**Undertaking**”) and desires to lay and thereafter maintain a pipeline and ancillary apparatus in the Grantor’s Land

## Under the provisions of the Gas Act 1986 as amended by the Gas Act 1995 Cadent Gas Limited may be directed to transmit gas on behalf of others

## The pipeline and ancillary apparatus referred to in clause ‎2.2 above is to be laid by the Covenantor with the intention of transferring the said gas pipe and ancillary apparatus to Cadent Gas Limited

## The Grantor has agreed to grant the easements and rights hereinafter mentioned to the Covenantor and Cadent Gas Limited and Cadent Gas Limited and the Covenantor have agreed to enter into the covenants hereinafter mentioned

# GRANT OF EASEMENTS

## In pursuance of the said agreement and in consideration of the sum of [*words*] pounds (£[*figures*]) now paid by the Covenantor to the Grantor (the receipt of which the Grantor acknowledges) and of the covenants on the part of the Covenantor and Cadent Gas Limited contained in this Deed the Grantor with full title guarantee (and to the intent that the rights and easements hereby granted shall be appurtenant to the Undertaking and each and every part thereof) hereby grants unto:

### the Covenantor, THE FULL RIGHTS to lay erect construct inspect maintain protect and use [a] [the] pipeline[s] for the distribution or storage of gas or other ancillary materials (whether such gas or materials are distributed by Cadent Gas Limited on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together “the **Works**”) in upon beneath and over the Grantor’s Land in [a] [the] strip[s] of land measuring [         ] metres either side of the centre point of the pipeline and coloured [             ] on the plan annexed hereto (hereinafter called “the **Strip of Land**”) and to carry out any reinstatement of the Grantor’s Land consequential thereto AND ALSO full right and liberty for the Covenantor and all persons authorised by it to pass over the Strip of Land and so much of the Grantor’s Land as is reasonably necessary for all or any of the purposes aforesaid at all reasonable times and in emergency at any time whether or not with or without workmen vehicles machinery and apparatus PROVIDED that the Covenantor shall cease to have the benefit of such easements and rights at such time as the Works have been completed by the Covenantor and with Cadent Gas Limited’s agreement the ownership thereof has been transferred to Cadent Gas Limited TO HOLD the same unto the Covenantor until such time as the Works have been completed by the Covenantor and with Cadent Gas Limited’s agreement the ownership thereof has been transferred to Cadent Gas Limited

### Cadent Gas Limited, and all those authorised by Cadent Gas Limited from time to time, THE EASEMENTS AND RIGHTS to retain lay construct inspect maintain protect use enlarge replace renew remove or render unusable the Works in upon beneath and over the Strip of Land AND ALSO to pass over the Strip of Land and so much of the Grantor’s Land as is reasonably necessary for the purposes of the Works and any other works belonging to Cadent Gas Limited or used by or in connection with the Undertaking and which are contiguous with the Strip of Land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus PROVIDED that such easements and rights shall not become operative and enforceable against the Grantor until such time as the Works have been completed by the Covenantor and with Cadent Gas Limited’s agreement the ownership thereof has been transferred to Cadent Gas Limited and PROVIDED FURTHER that if the Works have not been completed and with Cadent Gas Limited’s agreement transferred to Cadent Gas granted within five years of the date of this Deed of Grant then the easements and rights hereby granted to Cadent Gas Limited and the covenants both by and for the benefit of Cadent Gas Limited shall cease and be of no effect as if the same had never been granted or given Cadent Gas Limited in fee simple

all together in this Deed called the “**Easements**”

# COVENANTS BY CADENT GAS LIMITED

## Cadent Gas Limited (so as to bind the Easements hereby granted into whosesoever hands the same may come and to benefit and protect the Grantor’s Land and every part thereof but so that Cadent Gas Limited and its successors in title shall not be liable once it or they shall have parted with all of its or their respective interests in the Works provided that it or they have secured a direct covenant from its or their respective transferee in favour of the Grantor or the Grantor’s successor in title and an obligation to perform and observe any positive covenants contained herein on the part of Cadent Gas Limited) HEREBY COVENANTS with the Grantor as follows:

### in exercising the Easements Cadent Gas Limited shall take all reasonable precautions to avoid undue obstruction to or interference with the user of the Grantor’s Land and physical damage and injury thereto

### Cadent Gas Limited shall so far as is reasonably practicable make good all physical damage or injury to the Grantor’s Land caused by the exercise by Cadent Gas Limited of the Easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not or could not have been made good as aforesaid

### Cadent Gas Limited shall so far as is reasonably practicable and so long as the Works are used for the Undertaking keep the Works in proper repair and condition and upon abandonment of the Works or any part thereof (notification whereof shall be given to the Grantor by Cadent Gas Limited) shall render them permanently safe

### Cadent Gas Limited shall indemnify and keep indemnified the Grantor against:

#### all actions claims or demands arising by reason of any failure by Cadent Gas Limited to keep the Works in proper repair and condition as aforesaid (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor or the Grantor’s servants or agents); and

#### all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the Works or use in connection therewith or any escape of any gas or other material whatsoever from the Works where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor or the Grantor’s servants or agents

PROVIDED that the indemnities in clauses ‎4.1.4(a) and ‎4.1.4(b) above are conditional upon the Grantor: (i) giving to Cadent Gas Limited written notice of any such actions claims or demands as soon as possible after the Grantor becomes aware of any such actions claims or demands; (ii) not admitting liability to any third party, making any offer to settle, settling or compromising any such actions claims or demands without the consent of Cadent Gas Limited; (iii) taking all reasonable steps to mitigate any liabilities relating to such actions claims or demands; (iv) repaying to Cadent Gas Limited any money that Cadent Gas Limited has paid out pursuant to this clause ‎4.1.4 that the Grantor has recovered from a third party; and (v) keeping Cadent Gas Limited informed in relation to the progress of any such actions, claims and demands and paying due regard to the reasonable representations of Cadent Gas Limited in relation thereto

### Cadent Gas Limited shall pay all rates and taxes which may be imposed in respect of the Easements and rights hereby granted to Cadent Gas Limited

### Not to transfer the benefit of this Deed unless the transferee first covenants directly with the Grantor to comply with the obligations of Cadent Gas Limited in this Deed

### Following completion of this Deed Cadent Gas Limited shall:

#### supply to the Land Registry for registration of this Deed; and

#### supply to the Grantor’s solicitors a copy of the title information document and official copies of the register and title plan issued by the Land Registry on completion of that application

PROVIDED THAT these covenants shall not be operative or enforceable against Cadent Gas Limited until such time as the Covenantor shall have completed the Works and with Cadent Gas Limited’s agreement transferred ownership thereof to Cadent Gas Limited

# COVENANTS BY THE GRANTOR

## The Grantor (so as to bind the Grantors Land and every part thereof into whosesoever hands the same may come (but so that subject to the provisions of clause ‎10 of this Deed, the Grantor shall not be liable once it has parted with all its interest in the Grantors Land) and to benefit and protect the Undertaking, including but not limited to the Works) hereby covenants with Cadent Gas Limited with effect from the date hereof that:

### The Grantor shall not do or cause or permit to be done on the Grantor’s Land anything calculated or likely to cause damage or injury to the Works and will take all reasonable precautions to prevent such damage or injury

### The Grantor shall not without the prior consent in writing of Cadent Gas Limited make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Strip of Land (including, without prejudice to the generality of the foregoing, the planting of any trees or shrubs) so as to interfere with or obstruct the access to the Strip of Land or to the Works by Cadent Gas Limited or so as to lessen or in any way interfere with the support afforded to the Works by the surrounding soil including minerals or so as to reduce the depth of soil above the Works

### The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the Strip of Land

PROVIDED that in respect of the Strip of Land nothing in this clause ‎5 shall prevent the Grantor from:

#### installing any necessary service pipes drains wires or cables; and/or

#### carrying on normal acts of good husbandry including fencing hedging and ditching; and/or

#### landscaping or constructing roads cycleways footpaths and parking areas for lightweight private motor vehicles (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats)

in each case not so as to cause any such interference obstruction or material reduction of the depth of soil as aforesaid BUT ALWAYS SUBJECT TO and CONDITIONAL UPON Cadent Gas Limited or its agents having given its prior written consent (which shall not be unreasonably withheld or delayed but may be given subject to conditions) to any such works, uses and activities, doing such works under the supervision of Cadent Gas Limited (if required by it) and the Grantor shall supply to Cadent Gas Limited with any application for such consent all reasonable information that Cadent Gas Limited may require in order to consider any such request (including but not limited to drawings, risk assessments, method statements and specifications)

# COVENANTS BY THE COVENANTOR

The Covenantor (so as to bind the Easements hereby granted into whosesoever hands the same may come and to benefit and protect the Grantor’s Land and every part thereof and to benefit and protect the Undertaking) HEREBY COVENANTS with effect from the date hereof (until such time as the Works have been completed by the Covenantor and with Cadent Gas Limited’s agreement the ownership thereof has been transferred to Cadent Gas Limited but without prejudice to any right of action of Cadent Gas Limited or the Grantor in respect of any antecedent breach) with:

## **The Grantor and Cadent Gas Limited**

### To pay all rates and taxes which may be imposed in respect of the Easements and rights hereby granted to the Covenantor

## **The Grantor**

### In exercising the Easements hereby granted the Covenantor shall take all reasonable precautions to avoid undue obstruction to or interference with the physical user of the Grantor’s Land and damage and injury thereto

### The Covenantor shall so far as is reasonably practicable make good all physical damage or injury to the Grantor’s Land caused by the exercise by the Covenantor of the Easements and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not or could not have been made good as aforesaid

### The Covenantor shall so far as is reasonably practicable and so long as the Works are used for or in connection with the Undertaking keep the Works in proper repair and condition and upon abandonment of the Works or any part thereof (notification whereof shall be given to the Grantor by the Covenantor) shall render them permanently safe

### The Covenantor shall indemnify and keep indemnified the Grantor against:

#### all actions claims or demands arising by reason of any failure to keep the Works in proper repair and condition as aforesaid (except any such actions, claims or demands as may be occasioned by the default or wrongful act of the Grantor or the Grantor’s servants or agents); and

#### all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the Works or used in connection therewith or any escape of any gas or other material whatsoever from the Works where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor or the Grantor’s servants or agents

PROVIDED that the indemnities in clauses ‎6.2.4(a) and ‎6.2.4(b) are conditional upon the Grantor: (i) giving to the Covenantor written notice of any such actions claims or demands as soon as possible after the Grantor becomes aware of any such actions claims or demands; (ii) not admitting liability to any third party, making any offer to settle, settling or compromising any such actions claims or demands without the consent of the Covenantor; (iii) taking all reasonable steps to mitigate any liabilities relating to such actions claims or demands; (iv) repaying to the Covenantor any money that the Covenantor has paid out pursuant to this clause ‎6.2.4 that the Grantor has recovered from a third party; and (v) keeping the Covenantor informed in relation to the progress of any such actions, claims and demands and paying due regard to the reasonable representations of the Covenantor in relation thereto

## **Cadent Gas Limited**

To keep Cadent Gas Limited indemnified for a period of five years from the date of transfer of the Works to Cadent Gas Limited against all actions, claims, costs, expenses and demands (including without prejudice to the generality of the foregoing legal surveyor’s and other agents’ fees reasonably incurred in dealing with such claims and demands) and whether arising before or after the said date of transfer by reason of the act or default of the Covenantor or its servants agents or contractors in connection with the exercise of the Easements and rights granted by the Grantor pursuant to clause ‎3 above and the Covenantor’s covenants and indemnities in this clause ‎6

PROVIDED that the indemnity in this clause ‎6.3 is conditional upon the Grantor: (i) giving to Cadent Gas Limited written notice of any such actions claims or demands as soon as possible after the Grantor becomes aware of any such actions claims or demand; (ii) not admitting liability to any third party, making any offer to settle, settling or compromising any such actions claims or demands without the consent of Cadent Gas Limited; (iii) taking all reasonable steps to mitigate any liabilities relating to such actions claims or demands; and (iv) keeping Cadent Gas Limited informed in relation to the progress of any such actions claims and demands and paying due regard to the reasonable representations of Cadent Gas Limited in relation thereto and

PROVIDED FURTHER that the Covenantor will (in addition to the aforesaid indemnity and if so requested by Cadent Gas Limited) undertake the conduct of such claim or demand and dispose thereof on reasonable terms with all reasonable expedition and due diligence and if Cadent Gas Limited so requires in such manner as Cadent Gas Limited may at its option reasonably determine and

PROVIDED FURTHER that the Covenantor will at its own cost and expense provide Cadent Gas Limited with all such information, evidence, plans and drawings relating to its carrying out of the Works as Cadent Gas Limited shall reasonably require to enable Cadent Gas Limited to deal with or dispose of such action claim or demand

# ARBITRATION

Any dispute arising under clauses ‎4, ‎5 and ‎6 shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1996 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and for the avoidance of doubt the costs of the arbitration shall be part of the award of the arbitrator

# SERVICE OF NOTICES

All communications relative to this Deed shall be addressed to the Grantor and/or Cadent Gas Limited at the addresses for each given above or such other addresses as the parties shall from time to time notify to each other in writing

# COVENANTS JOINT AND SEVERAL

Where the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons

# [ACKNOWLEDGEMENT FOR PRODUCTION

## The Grantor hereby acknowledges the right of Cadent Gas Limited to production of the deeds and documents set out in the Second Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof

## The Grantor hereby covenants with Cadent Gas Limited that as and when the deeds and documents specified in the Second Schedule hereto shall come into the possession of the Grantor the Grantor will when requested and at the cost of Cadent Gas Limited execute a statutory acknowledgement for the production of and undertaking for the safe custody of such deeds and documents and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said deeds and documents will keep them safe whole uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident]

# DISPOSITIONS BY THE GRANTOR

The Grantor or any of his, its or their successors in title shall not bring any action on any matter contained herein where the cause of the action arises after the Grantor or such successors in title (as the case may be) have parted with their respective interests in the Grantor’s Land

# THIRD PARTY RIGHTS

The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

# STATUTORY RIGHTS

Nothing in this Deed shall in any way restrict or derogate from the statutory duties rights or powers of Cadent Gas Limited

**IN WITNESS** the parties hereto have duly executed this Deed the day and year first before written

THE FIRST SCHEDULE

GRANTOR’S LAND

THE SECOND SCHEDULE

DOCUMENTS

| **Date** | **Document** | **Parties** |
| --- | --- | --- |
|  |  |  |
|  |  |  |

**EXECUTED** as a **DEED** by )

the said )

in the presence of: )

**EXECUTED** as a **DEED** by )

the said )

in the presence of: )

Executed as a **DEED** by

as attorney for

**CADENT GAS LIMITED**

under a power of attorney dated

21st November 2019

in the presence of:

Witness signature:

Witness name:

Witness address: