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Title Number BL26069

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THIS DEED is made the *Twelfth* day of *December*
One thousand nine hundred and fifty-one BETWEEN [REDACTED]
[REDACTED] Wife of [REDACTED] in the
City and County of Bristol (hereinafter called "the Grantor") of the
first part [REDACTED]
aforesaid Tobacconist (hereinafter called "the First Grantee") of
the second part and [REDACTED]
[REDACTED] aforesaid Stationer (hereinafter called "the Second
Grantee") of the third part.

WHEREAS:-

- (1) The Grantor is seised in fee simple in possession free from incumbrances of the land (hereinafter called "the first land") situate in the parish of Knowle in the City and County of Bristol delineated on the plan annexed hereto by way of identification only and thereon coloured blue.
- (2) The First Grantee is seised in fee simple in possession of the land (hereinafter called "the second land") situate at Knowle aforesaid and known as Number 286 and 288 Wells Road aforesaid in part abutting on the first land and delineated on the said plan by way of identification only and thereon coloured yellow green and pink
- (3) The Second Grantee is seised in fee simple in possession free from incumbrances of the land (hereinafter called "the third land") situate at Knowle aforesaid and known as Number 284 Wells Road aforesaid in part abutting upon the second land and delineated on the said plan by way of identification only and thereon coloured brown
- (4) By a Conveyance dated the Thirtieth day of December One thousand nine hundred and forty-six made between the Second Grantee of the first part and the First Grantee of the second part the First Grantee granted and conveyed unto the Second Grantee the right of way over the said land coloured green and yellow subject to the covenants conditions and restrictions contained therein
- (5) The First and Second Grantee have laid a sewer or drain beneath the surface of the first and second lands as marked on the said plan between the points marked B C D E and F thereon and the Grantor has agreed in consideration of the covenants by the said Grantees hereinafter contained to grant to the said Grantees the rights of

way and drainage as hereinafter contained and the First Grantee in consideration of the covenant by the Second Grantee hereinafter contained has agreed to grant to him the right of drainage as hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreements and in consideration of the covenants by the said Grantees hereinafter contained the Grantor Beneficial Owner hereby grants unto the Grantees and the First Grantee as far as lies in his power as Beneficial Owner hereby grants unto the Second Grantee FIRST full right and liberty for the Grantees and their successors in title the owners and occupiers for the time being of the second and third lands or any part thereof and their respective servants and licensees (in common with the Grantor and all others having the like right) at all times hereafter by day or night to pass and repass along over and upon the first land with or without bicycles or handcarts laden or unladen for all purposes connected with the use and enjoyment of the second and third land but not for further or otherwise SECONDLY full right and liberty for the Grantees and their successors in title the owners and occupiers for the time being of the second and third lands or any part thereof and their respective servants and licensees of using the said sewer or drain for the passage or conveyance of sewage water and soil from the second and third land but not further or otherwise AND for that purpose of making and forever hereafter repairing and maintaining all such connections with the said sewer or drain as may be reasonable and proper in that behalf making good nevertheless at their own expense all damage or disturbance which may be caused to the first land or second land in relation to such repairs or maintenance TO HOLD the said rights of way and drainage hereinbefore described unto the First and Second Grantees respectively in fee simple.

2. The First and Second Grantees hereby jointly and severally covenant with the Grantor and her successors in title that the Grantees and their successors in title will keep the first land in good repair and condition together with the said sewer or drain thereunder and will make good any damage to the wall abutting on the first land and joining the points marked A and B on the said plan in so far as such damage may be caused by the exercise by the

Grantees their servants or licensees of the rights hereinbefore granted and that they will not use or permit the said right of way over the first land to be used in such manner so as to be a nuisance or annoyance to the owners or occupiers of the adjoining property of the Grantor being Number 1 Greenmore Road Knowle Bristol

3. The Grantees hereby mutually covenant each with the other and his successors in title but not so as to affect the rights of the Grantor under the foregoing covenant that they and their respective successors in title will from time to time (a) contribute the following proportions of the costs of inspecting repairing renewing relaying cleansing and maintaining the said sewer and drain namely between the points marked E and F the Second Grantee shall contribute the whole of such costs between the points marked D and E the First Grantee and the Second Grantee shall contribute such costs in equal shares and between the points marked B.C and D the First Grantee shall contribute two thirds and the Second Grantee one third of such costs (b) Contribute the following proportion of the costs of repairing and maintaining the first land and the wall aforesaid between the points marked A and B namely the First Grantee shall contribute two thirds and the Second Grantee one third of such costs (c) Contribute the following proportion of the costs of repairing and maintaining the land coloured yellow and Green before mentioned namely in equal shares

4. It is hereby agreed and declared between the Grantees that so much of the said sewer or drain as runs beneath the second land shall be subject to the same rights restrictions covenants and conditions as are applicable to that part of the said sewer or drain which runs beneath the first land and that the Second Grantee and his successors in title shall have the right to enter upon the second land for the purpose of such repairs as aforesaid and that the covenant contained in Clause 3 hereof shall apply

5. If any question or difference shall arise between the parties hereto or their respective representatives touching these presents or the subject matter thereof or arising out of or in relation thereto respectively and whether as to construction or otherwise the same shall be referred to a single arbitrator and in case the parties are unable to agree upon such arbitrator then the same shall be named by the President for the time being of the Bristol

Incorporated Law Society and the arbitrator from time to time acting under these presents shall have all the powers conferred on arbitrators by the Arbitration Act 1950 or any statutory modification thereof.

6. The costs of and incidental to the preparation of this Deed and all necessary Counterparts and Duplicates thereof and all stamp duties thereon shall be borne and paid by the First Grantee.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals this day and year first before written.

PLAN REFERRED TO

WELLS ROAD

GREENMORE ROAD

Scale 1/250

