

These are the notes referred to on the following official copy

Title Number CU31483

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DUPLICATE

OFFICE COPY

35/1

SHAW & SONS LTD.
Lancaster Stationers &c.
FETTER LANE,
LONDON, E.C.4.

This

E A S E M E N T

is granted the *Twenty fourth*

day of *October* 1969 BY STEPHEN HUBERT MURRAY of
Greenside Hallbankgate Cumberland Farmer (hereinafter
called "the Grantor") of the one part to ENOCH CLEMENT
BELL Civil Servant and ADA BELL BELL his Wife both of
3 Post Office Terrace Tindale Fell Brampton Cumberland
(hereinafter called "the Grantees") of the other part
WHEREAS the Grantor being seised of (inter alia) the
freehold property hereinafter described for an unincumbered
estate in fee simple in possession has agreed with the
Grantees to grant to them the following rights of private
drainage NOW in pursuance thereof and in consideration
of the obligations hereby undertaken THIS DEED WITNESSETH
that :-

1. THE Grantor as Beneficial Owner HEREBY GRANTS unto
the Grantees THE right to construct (a) a septic tank in
that part of Field 37 on the Ordnance Survey Map (1900/1
Edition) which is with its dimensions coloured red upon
the attached plan (b) a pipe line - thereon coloured
blue - connecting such septic tank to the Grantees
property 3 Post Office Terrace TOGETHER with the right
for the Grantees and their successors in title - by their
agents servants workmen or contractors as well as
personally and with or without implements equipment or
machinery - to enter upon those parts of Field 37 contiguous
to Post Office Terrace for the purposes only of (i) laying

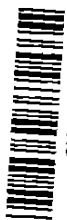
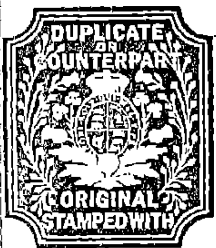


Photo
Copy



a pipe line of "glazed earthenware at a depth of at least 2' beneath the surface of the blue line upon such plan (ii) constructing such septic tank in the position marked red on such plan also any necessary new Field drains or connection to existing Field drains to dispose of the effluent from such septic tank (iii) using repairing cleansing emptying or improving such pipe line septic tank and its outlets (iv) making good any damage caused by or attributable to the exercise of the rights TO HOLD the same property SUBJECT as next provided UNTO the Grantees in fee simple

2. THE Grantees with intent to bind their successors in title HEREBY jointly and severally COVENANT with the Grantor and his successors in title as the owner or owners for the time being of those parts of Field 37 contiguous to Post Office Terrace likely to be affected by the rights hereby granted that they will

- (a) Lay such pipe and construct such septic tank with its outlets in a proper and workmanlike manner
- (b) Comply with all local authority River Authority and other statutory requirements
- (c) Maintain such pipe line septic tank and outlets in good order and condition and not permit the same to cause any nuisance or annoyance
- (d) If necessary fence such septic tank against any livestock grazing upon Field 37 and to indemnify the Vendor the occupier of such Field and the owner of any livestock therein against any damage

OFFICE COPY

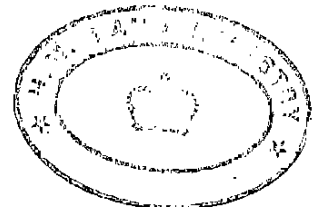


or loss attributable to the existing pipe line tank and outlets.

- (e) Use such pipe line septic tank and outlets only in connection with the domestic use of 3 Post Office Terrace and the adjoining houses next mentioned and not to enlarge the type or extent of such use.
- (f) Exercise the rights hereby conferred only after reasonable prior notice - save in the case of emergency - and so as to cause as little damage as practicable.
- (g) Allow the owners of other properties in Post Office Terrace to connect to such drainage system Subject to each of them undertaking to abide by the terms of this Easement to repay to the Grantees or their successors in title a due proportion according to the number of dwelling-houses from time to time using such system of its continuation and upkeep.

3. THE Grantor HEREBY ACKNOWLEDGES the right of the Grantees to production of a Partition dated the 12th August 1952 between the Grantor and Rosalind Toynbee AND to delivery of copies of such Partition AND HEREBY UNDERTAKES with the Grantees for the safe custody of such Deed.

4. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount



or value or the aggregate amount or value of the property conveyed or transferred exceeds £5500

IN WITNESS whereof the parties hereto have thereunto set their hands and seals the day and year first before written

SIGNED SEALED AND DELIVERED

by Stephen Hubert Murray
in the presence of :-

X Stephen H. Murray X

Lancaster
clerk with Jackson & Co
Solrs. Barlister

SIGNED SEALED AND DELIVERED

by Enoch Clement Bell and
Ada Bell Bell in the
presence of :-

X E. C. Bell X
A. B. Bell X

Witness

" Name

E. C. Bell
Ada Bell
Wherry & Lupton
of 12, W. Hill St.

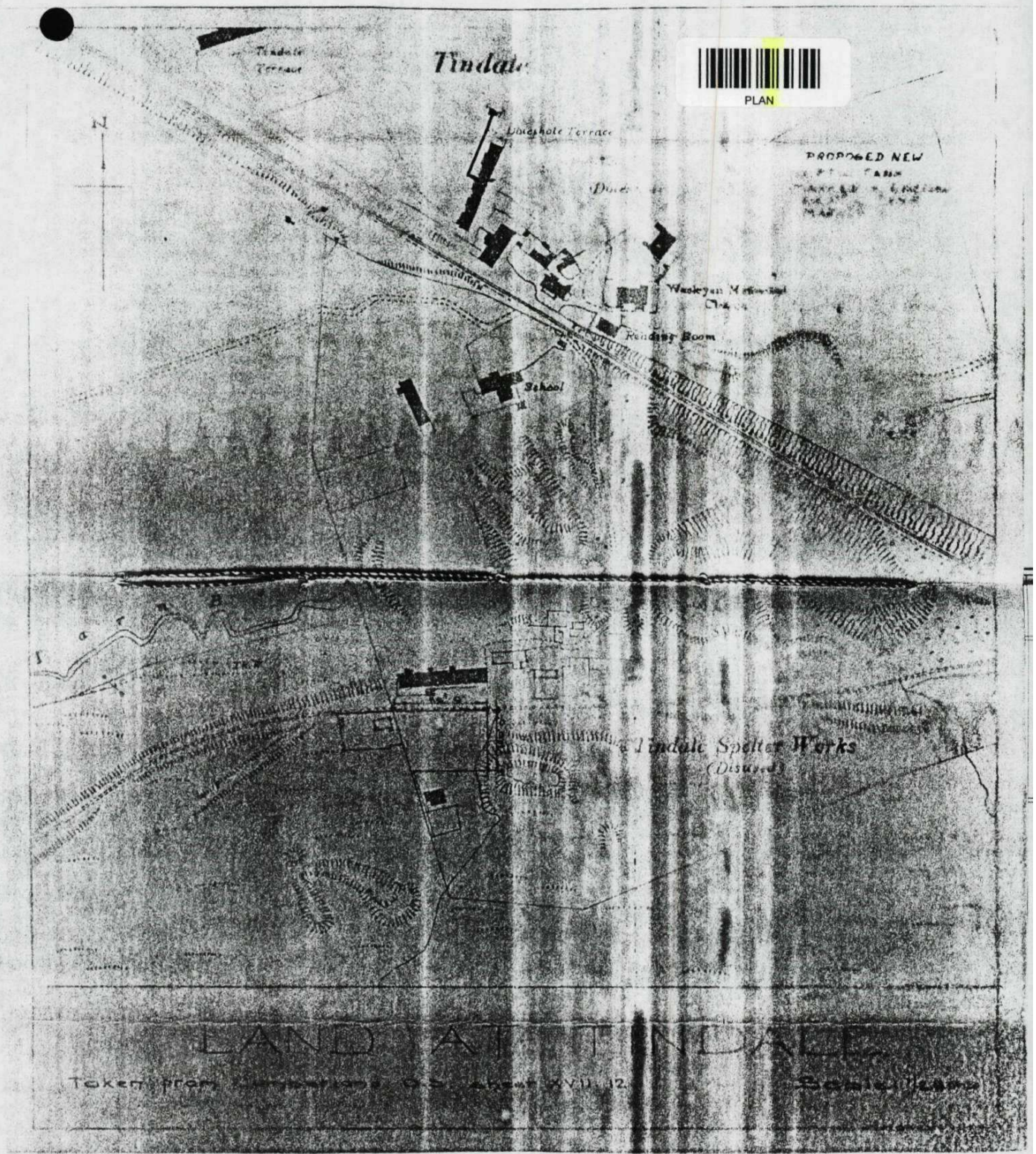
noting
Supervisor

OFFICE COPY



MEMORANDUM that by Easement dated the 19th August 1975 the within named Enoch Clement Bell and Ada Bell Bell granted to Nigel Geoffrey Barnes the right to connect 1 Post Office Terrace Tindale Fell to the combined septic tank.





OFFICE COPY

