

DUPLICATE

THIS AGREEMENT is made the 27th day of April One Thousand Nine Hundred and Ninety Five BETWEEN APPLETON WISKE PARISH COUNCIL of 3 Hunters Ride Appleton Wiske Northallerton in the County of North Yorkshire (hereinafter called "the Grantor") of the one part and FLORENCE ELIZABETH BRADLEY of 28 Gagewell Lane Horbury GORDON DAVID ATKINSON of 18 Mornant Avenue Northwich Cheshire ROBIN HENRY ATKINSON of 5 Prospect View and MARY HANNAH ATKINSON of "Ivycroft" Appleton Wiske being the Trustees of the Will of JOHN HENRY ATKINSON deceased (hereinafter called "the Grantees") of the other part

1. The Grantor is registered as the owner of the Village Green Appleton Wiske aforesaid under Section 4 of the Commons Registration Act 1965
2. The Grantees require access over parts of the Village Green and easements through under and over the Village Green
3. In consideration of the sum of £10,000.00 (TEN THOUSAND POUNDS) to be paid to the Grantor by the Grantees the Grantor agrees to grant certain rights of way and easements to the Grantees referred to in Clause 8 hereof and subject to the conditions referred to therein
4. The Grantor confirms that it has authority to grant the rights and easements
5. The Grantees shall submit a draft Deed to the Grantors solicitors on execution of this Agreement together with a deposit of 10% of the consideration and thereafter complete the Deed in duplicate within 28 days and at such time pay the balance of consideration
6. The Grantees having satisfied themselves as to the rights of way and easements shall not request any variation to the grant and the Grantor gives no warranty as to the Grantees ability to use the right of way for the purpose intended other than the Grantors ability to grant the right of way and easements and the Grantees acknowledge that they have

made full enquiry and shall raise no enquiries or requisitions in this matter

7. Title shall be deduced by production of a certified copy of the registration under the Commons Registration Act 1965 and a copy of the register kept by North Yorkshire County Council for this purpose

8. The Grantor shall grant to the Grantees and their successors in title a right:-

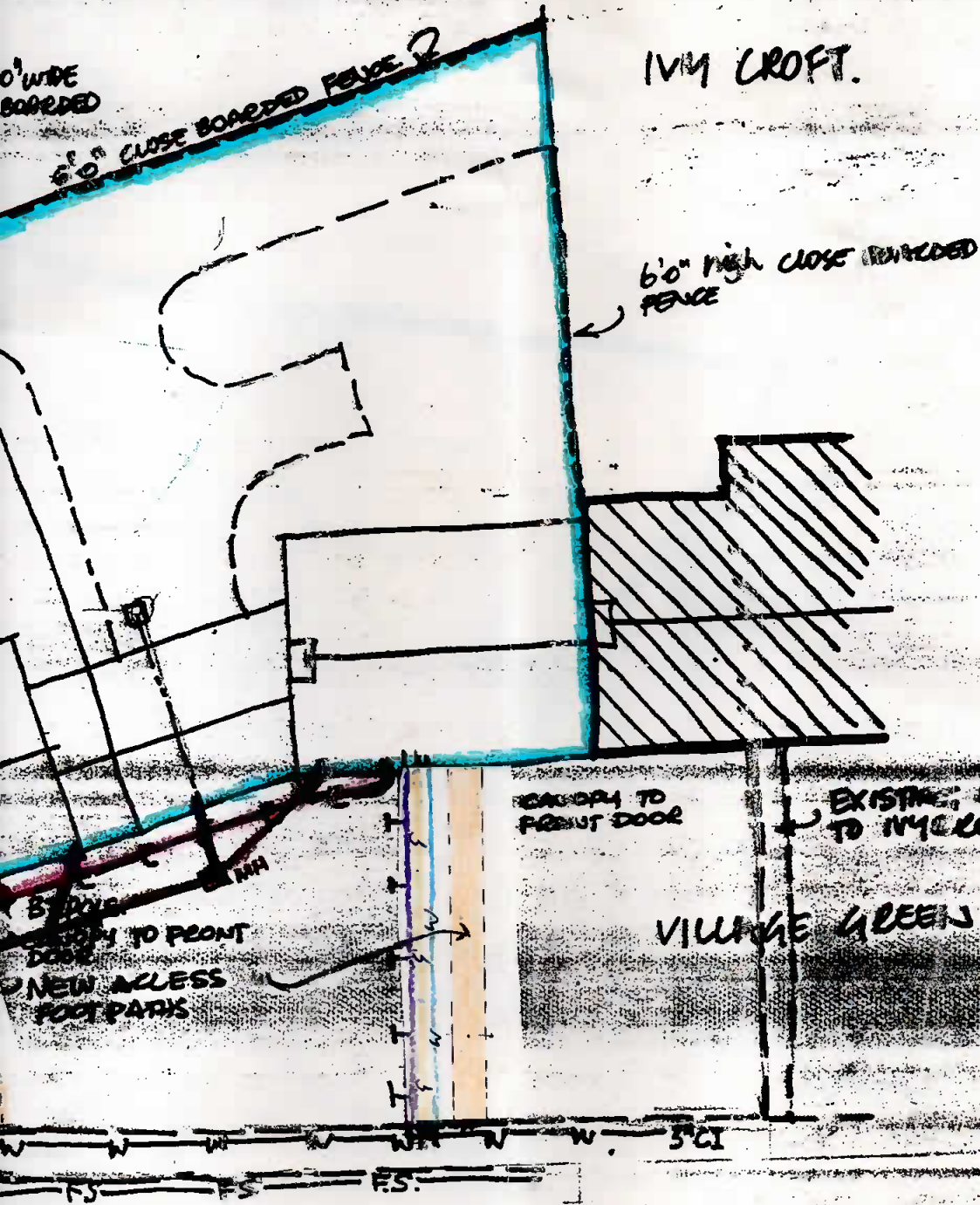
(i) of way for all purposes and at all times with or without motor vehicles over that part of the Village Green coloured green on the plan annexed hereto for the purpose of access to and egress from the two properties to be built on the land edged blue on the plan and the adjoining property known as Ivy Croft in accordance with the current Planning Permission obtained and Highways Authority Approval of the road crossing to the land edged blue and the said Ivy Croft

(ii) of way for the purpose of access only to the Paddock to the East of the land edged blue on the plan but such access being only for the purposes associated with the use and enjoyment of the Paddock as grassed land or garden unbuilt upon and by foot or tractor or horsebox only such access limited to the Paddock only and not any other land adjoining the Paddock whether now or in the future in the possession or occupation of the Grantees or their successors in title such access being from the land edged blue

(iii) of way on foot only over the footpaths shown coloured orange on the plan for the purpose of access to and egress from the front doors of the two properties to be built on the land edged blue for the benefit of the owners or occupiers of the properties and their visitors of invitees

(iv) of easement for laying and using cables sewers pipes wires and telephone connections in the approximate positions shown on the plan

THE Paddock



F. Bradley
 Gordon Atkinson
 Robin H. Atkinson
 Mary H. Atkinson

**LAND ADJACENT TO 14M CROFT
 APPLETON WICK
 NORTH YORKSHIRE**

**DRAFT PLAN INDICATING
 SERVICES CONNECTION ROUTES
 AND ACCESS FOOTPATHS AND
 FRONT DOOR CANOPIES TO BE
 INCLUDED IN THE PROPOSED
 GRANT OF EASEMENT.**

- 3" C.I. WATER MAIN.
- 6" E.W. SEWER
- 50MM PVC ELECTRICITY DUCT.
- 100MM EW. CONNECTION TO 6" DIA. SEWER
- 100MM S.W. CONNECTION.
- GAS
- TELEPHONE
- PATHWAYS

21 MARCH

and coloured blue brown and purple together with an easement for the connection to the electric supply in such channel required now or in the future by the local electricity authority and until such time by such overhead route shown by a red line on the said plan

(v) to enter upon the land the subject of the rights of way and easements for the purposes of inspecting cleansing maintaining repairing and renewing the same with or without workmen and equipment for the purpose of exercising the said rights and easements but causing no unnecessary damage thereby and making good any damage thereby occasioned to the satisfaction of the Grantor

SUBJECT TO

- (A) The road crossing the pathways being constructed in accordance with the requirements of the Highways Authority and in conformity with Planning Permission and prior approval of the Grantor before commencement of any work by submission of and receiving approval of detailed drawings of the width of the road crossing and pathways and materials to be used the Grantee covenanting to maintain the same at all times to the satisfaction of the Grantor and to make good to the Village Green such rights of way upon them no longer being required for use by the Grantees
- (B) No access being permitted from or through the land edged blue to any adjoining land or building or buildings except as hereinbefore provided
- (C) The two properties to be constructed on the land edged blue having no doorsteps sited on the Village Green or bay windows over hanging the Village Green or footings encroaching onto the Village Green
- (D) The use of the two properties to be constructed on the land edged blue to be for residential purposes only
- (E) The existing access to the land edged blue' and to Ivy Croft shown coloured yellow on the plan annexed being abandoned and reinstated to

Village Green to the satisfaction of the Grantor and at the cost of the Grantees

- (F) The Grantees and their successors in title covenanting with the Grantor not to being any claim for damages as a consequence of any root or branch encroachment of any tree now or thereafter to be planted on the Village Green causing any damage to the properties to be built upon the land edged blue or Ivy Croft and their pathways drains cables pipes or otherwise the subject of this grant
- (G) The Grantees paying a contribution to the Grantor's costs in the sum of £1,200.00 plus VAT such payment to be made on completion of the grant
- 9. The completion of the grant shall take place on the **27th** day of **April** 1995 at the offices of the Grantor's solicitors Messrs Williamson Hill 151 Albert Road Middlesbrough Cleveland TS1 2PS
- 10. The Grantees Solicitors are Messrs Green Williamson and Way of 7-13 King Street Wakefield West Yorkshire WF1 2SJ
- 11. The Grantors shall execute this Agreement and subsequent deed by two duly authorised Parish Councillors and the Grantees shall not call for any evidence as to their due appointment
- 12. This Agreement constitutes the entire agreement between the parties hereto

SIGNED ON BEHALF OF THE GRANTORS

.....

and

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SIGNED BY THE GRANTEES

Thomas Elizabeth Bradley
Godwin David Atkinson
Nelson Henry Atkinson
and
Mary Hannah Atkinson

in the presence of: -

Mumford W. Bradley
Solomon Wakefield

J E Bradley
Godwin Atkinson

Robin H. Atkinson

Mary H Atkinson