

Heads of Terms for an Agreement for Deed of Easement Without Prejudice and Subject to Contract

Land to the north side of Canal Bank, Ulverston

16th July 2021

(Our Ref: RH/Cadent/Ulverston/Lowther)

This agreement sets out the main contractual heads of terms for the proposed agreement for Deed of Easement for the Ulverston HP Diversion

1) Grantor:	Daniel Lowther 
2) Grantee:	CADENT GAS LIMITED (the 'Grantee') Ashbrook Court Prologis Park Central Boulevard Coventry CV7 8PE
3) Grantor's Agent:	Colin Whittaker FRICS Whittaker and Co The Estate Office Fiddler Hall Newby Bridge Ulverston Cumbria LA12 8NQ Tel: 015395 30000 Email: whittakerandco@btinternet.com
4) Grantee's Agent:	Rebecca Hannah MRICS FAAV Fisher German LLP Charles House 2 Royal Court Tatton Street Knutsford WA16 6EN Tel: 07918677565 Email: rebecca.hannah@fishergerman.co.uk
5) Grantor's Solicitor:	Mandeep Landra Eversheds LLP 115 Colmore Row Birmingham B3 3AL Tel: 0121 232 1632 Email: Mandeep.Landra@eversheds.com

6) Grantor's Solicitor:	TBC
7) The Property:	Land to the north side of Canal Bank, Ulverston in title numbers CU282767 and CU286652.
8) Plan:	Drawing no: TBC Indicative pipeline shown in Blue and indicative easement area shown shaded pink.
9) Easement Requirements:	The Grantor agrees to hereby grant a Deed of Easement to Cadent Gas Limited to retain lay construct inspect maintain protect use enlarge replace renew remove or render unusable the pipeline for the distribution or storage of gas or other ancillary materials and all necessary apparatus ancillary thereto all hereinafter together called "the Works" in upon beneath and over the strip of land coloured pink on the plan annexed hereto (hereinafter called "the Strip of Land") and to pass over the Strip of Land and so much of the Land as is reasonably necessary for the purposes of the Works and any other works belonging to Cadent Gas Limited or used by Cadent Gas Limited's 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 TO HOLD the same unto Cadent Gas Limited in fee simple
10) Working Area	On completion of the Deed of Easement, Cadent will have the option to use the working area marked on the attached plan, outlined in red. A consideration of [REDACTED] will be paid [REDACTED] The terms of this will be recorded in a side letter.
11) Early Access:	Cadent reserve the right to take early access to the property under Licence in order to proceed with their proposed works if for any reason the Deed of Easement is unable to complete by the below completion date. This license will terminate on completion of the Deed of Easement.
12) Title:	The Grantor shall be required as a condition of the Deed of Easement to demonstrate to the satisfaction of the Grantee's Solicitors that it has full legal rights and authority to do so.

13) Easement consideration:	On completion of the Deed of Easement, the Grantee will pay the Grantor [REDACTED] [REDACTED]
14) Grantor's Professional Costs	The Grantee will reimburse the Grantors reasonable and proper legal and professional costs.
15) Completion Date:	As soon as practically possible
16) Signature of Grantor: Date:
17) Signature of Grantee: Date: Cadent Gas Limited

These Heads of Terms are not intended to be legally binding but are intended to fully show the terms the parties wish to proceed on.