

THIS DEED OF GRANT is made XX day of XX 20XX

1. PARTIES:

1.1. Company: THE ANGMERING ON SEA ESTATE RESIDENTS' ASSOCIATION LIMITED whose registered office is 55-57 Sea Lane, Rustington, West Sussex, BN16 2RQ.

1.2. Owner: XXX Name XXX and XXX Name XXX both of **XXX Full address XXX.**

2. RECITALS

2.1. The Company is seised in possession of the freehold interest in the Company's Land free from encumbrances save as referred to in the First Schedule.

2.2. The Company has agreed to grant the Right to the Owner.

3. DEFINITIONS

The following terms shall have the following meanings:

3.1. "the Company's Land" means the land in the freehold ownership of the Company details of which are set out in the First Schedule and each and every part of the Company's Land.

3.2. "the Owner's Land" means the land in the freehold ownership of the Owner of which are set out in the Second Schedule intended to be benefited by the grant of Right and each and every part of the Owner's Land.

3.3. "the Right" means the Right insofar as the Company can legally grant the same details of which are set out in Clause 5 granted out of the Company's Land for the benefit of the Owner's Land.

3.4. "Plan 1" and "Plan 2" mean the plans respectively so marked and annexed to this Deed.

3.5. "the Company" and "the Owner" shall have the meanings specified in Clause 1 which shall include the successors in title of the Company and the Owner respectively and in the case of an individual or individuals the respective estates and effects and the last survivor of them and that survivor's estate and effects as the case may be and the persons deriving title under the Company and Owner respectively.

For information only - details may change

3.6. "Estate charges" means those annual charges ordinarily paid by the Owner to the Company for the maintenance and upkeep of the Company's land as specified in Schedule 1 below.

3.7 an "enhancement" includes without limitation flora, fauna, fencing and hard landscaping.

4. GRANT

In consideration of the covenants on the part of the Owner contained in Clause 6 and the sum of **ONE HUNDRED POUNDS** paid by the Owner to the Company (receipt of which the Company hereby acknowledges) the Company with Full Title Guarantee to the Company's Land grants to the Owner the Right **TO HOLD** to the Owner in fee simple.

5. RIGHT

The Right granted in Clause 4 is the right to construct a widened driveway as shown coloured red on Plan 2 over the Company's Land in place of the existing driveway and pathway coloured blue on Plan 1 and thereafter to use the same at all times and for all purposes connected with the Owner's Land.

SUBJECT TO the Owner reinstating any damage cause to the Company's Land to the reasonable satisfaction of the Company.

6. THE OWNER'S COVENANTS

The Owner so as to benefit the Company's Land or any part or parts of it, and so as to bind Owner's Land into whatsoever hands it may come, but not so as to render the Owner personally liable for any breach of a restrictive covenant arising after the Owner has parted with all interest in the Owner's Land, covenants with the Company as follows:

- 6.1 that in exercising the Right the Owner will pay, or continue to pay, the annual Estate charges to the Company as determined by the Company acting reasonably.
- 6.2. not at any time to use, or permit to be used, the Owner's Land otherwise than as a single private dwelling-house unless agreed in writing by the Company.
- 6.3. not at any time to carry on, or permit to be carried on, any trade, business, manufacture, or profession in or upon the Owner's Land unless agreed in advance, in writing, by the Company.
- 6.4 that any enhancement, placed in, or on, the Company's verge outside the Owner's Land will remain the property of the Company. Owners, therefore, cannot remove,

take, or destroy such enhancements without the prior written permission of the Company.

7. **HEADINGS**

The clause headings do not form part of this Deed and should not be taken into account in its construction or interpretation.

IN WITNESS whereof the parties have signed this Deed of Grant as a Deed the day and year first before written.

**THE FIRST SCHEDULE
THE COMPANY'S LAND**

All that freehold land on the Angmering-on-Sea Estate and registered at H.M. Land Registry with Absolute Title under Title Number (?? enter number ??)

**THE SECOND SCHEDULE
THE OWNER'S LAND**

All that freehold land and premises known as (full address) and registered at HM Land Registry under Title Number (?? Enter number ??)

EXECUTED AS A DEED by **THE ANGMERING-ON-SEA ESTATE
RESIDENTS' ASSOCIATION LIMITED** acting by:

Director's Signature:

Print Name:

Secretary's signature:

Print Name:

SIGNED AS A DEED by the said (XXX name XXX) and (XXX name XXX)

Signature:

Signature:

In the presence of witness:

Signature:

Print Name:

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