

To: All Brackley Town Councillors

NOTICE OF A MEETING OF TOWN COUNCIL

You are hereby summoned by the Town Mayor to attend an extraordinary meeting of Brackley Town Council, on **Monday 20 July 2020**. Meeting at 6.45pm online via Zoom, meeting ID 547 754 4440

Residents are very welcome to ask questions or speak to Councillors at the start of the meeting in the usual way. Please email town.clerk@brackleynorthants-tc.gov.uk or call 01280 702441 for the password to take part.

15 July 2020



Cllr Cartmell
Brackley Town Mayor

AGENDA

Members of the Press and Public are invited to attend

80/20 Apologies for absence

81/20 Public participation

The meeting is open for the public to address the Council on matters relevant to its business. The session will last for a maximum of 15 minutes with any individual contribution lasting a maximum of 3 minutes. Members of the public should address their representation through the Chairman of the meeting.

82/20 Declarations of interest

Members are asked to declare any disclosable pecuniary interests in items on the agenda, **and the nature of that interest**, in accordance with the Local Government Act 2000, the Brackley Town Council Code of Conduct and Section 106 of the Local Government Finance Act 1992.

83/20 Deed of Grant for the Gas Infrastructure at Field View - attached

Members are asked to approve the signing and sealing of the Deed of Grant for the Gas Infrastructure at Field View by the Town Mayor and the Town Clerk.

DATED

DEED OF EASEMENT FOR GAS INFRASTRUCTURE

relating to

land to the south of Field View, Brackley

between

Brackley Town Council

and

Southern Gas Networks PLC



Southern Gas Networks plc
1 Forbury Place
43 Forbury Road
Reading
RG1 3JH
Ref: TW/WL009050

HM Land Registry

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Numbers: NN298379 and NN298386

Administrative Area: Northamptonshire: South Northamptonshire

Parties

- (1) **Brackley Town Council** of Town Hall, Market Place, Brackley, NN13 7AB (**Grantor**); and
- (2) **Southern Gas Networks PLC** incorporated and registered in England and Wales with company number **05167021** whose registered office is at St. Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ (**Grantee**).

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Dominant Tenement: means the undertaking of the Grantee and its properties and rights.

Easement Strip: the 6 metre strips of land that are shown coloured **green** on the Plan and which form part of the Grantor's Property and which are centred on the Gas Main.

Gas Main: a pipeline (and other apparatus ancillary thereto) which shall be used for the transmission storage and distribution of gas (or other materials and substances) installed or to be installed within the Easement Strip.

Grantee's Covenants: the covenants set out in Schedule 2.

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: all that land situated to the south of Field View, Brackley and registered at HM Land Registry under the title number(s) referred to above.

Plan: the plan annexed to this deed at Schedule 4.

Rights: the rights set out in Schedule 1.

VAT: value added tax charged under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives and successors in title.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to **writing** or **written** does not include fax or e-mail.
- 1.5 Any obligation in this agreement on a person not to do something includes an obligation not to allow that thing to be done.

2. Grant

In consideration of £0.01 (exclusive of VAT) (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights for the benefit of the Dominant Tenement.

3. Grantor's covenants

The Grantor covenants with the Grantee, so as to bind the Grantor's Property into whoever's hands it may come and for the benefit of the Grantee and the Dominant Tenement, that it and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. Grantee's covenants

The Grantee covenants with the Grantor to observe and perform the Grantee's Covenants.

5. HM Land Registry

5.1 The Grantor consents to;

- (a) The registration of the Rights on the registered title to the Grantor's Property.
- (b) any restrictive covenants entered into in this deed by the Grantor being noted against the registered title to the Grantor's Property.

5.2 On completion of this deed the Grantee shall apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor's Property.

6. Indemnity

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all actions or claims arising out of any default or neglect during the exercise of the Rights by the Grantee or by an employee of the Grantee PROVIDED THAT the Grantor shall as soon as practicable give notice in writing to the Grantee of any such action or claim made or threatened against the Grantor under this provision and shall not settle, adjust or compromise such action or claim without the consent of the Grantee.

7. Joint and several liability

Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

8. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

1. The rights, for the Grantee and those authorised by it, at all reasonable times, to enter the Grantor's Property with or without vehicles, plant and equipment (at the Grantee's expense and in a proper and workmanlike manner) to:
 - (a) install the Gas Main within the Easement Strip below the present surface of the Grantor's Property and afterwards to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and remove the Gas Main;
 - (b) temporarily park a motor vehicle on the Grantor's Property during the exercise of the Rights PROVIDED THAT the Grantee agrees that when exercising this right it shall not obstruct the Grantor from accessing the Grantor's Property;
 - (c) break up the surface of an excavate so much of the Grantor's Property as may be reasonably necessary during the exercise of that right at paragraph 1 (a) PROVIDED THAT the Grantee agrees that when exercising this right it shall cause as little damage as reasonably possible and shall make good any damage that it does cause, at its own expense, to the reasonable satisfaction of the Grantor.

2. The full right of shelter and protection and vertical and lateral support for the benefit of the Gas Main from the Grantor's Property.

Schedule 2 Grantee's covenants

The Grantee shall:

1. Precautions

When exercising the Rights, take all reasonable precautions to avoid undue obstruction to, or interference with, the Grantor's use of the Grantor's Property.

2. Damage

If the Grantee should break up the surface of the Grantor's Property, during the exercise of the Rights, then it shall as soon as possible following the exercise of the Rights make good the surface of the Grantor's Property to the Grantor's reasonable satisfaction and where the Grantee fails to make good the surface of the Grantor's Property it shall instead pay full compensation to the Grantor.

3. Repair and Condition

For so long as the Gas Main is used for or in connection with the transmission storage or distribution of gas, the Grantee shall keep the Gas Main in good repair and condition and upon abandonment of the whole or any part of the Gas Main the Grantee shall render the same permanently safe.

Schedule 3 Grantor's covenants

1. Interference with the Gas Main

The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Gas Main or interfere with, impede or obstruct the Grantee's access to or use of the Gas Main.

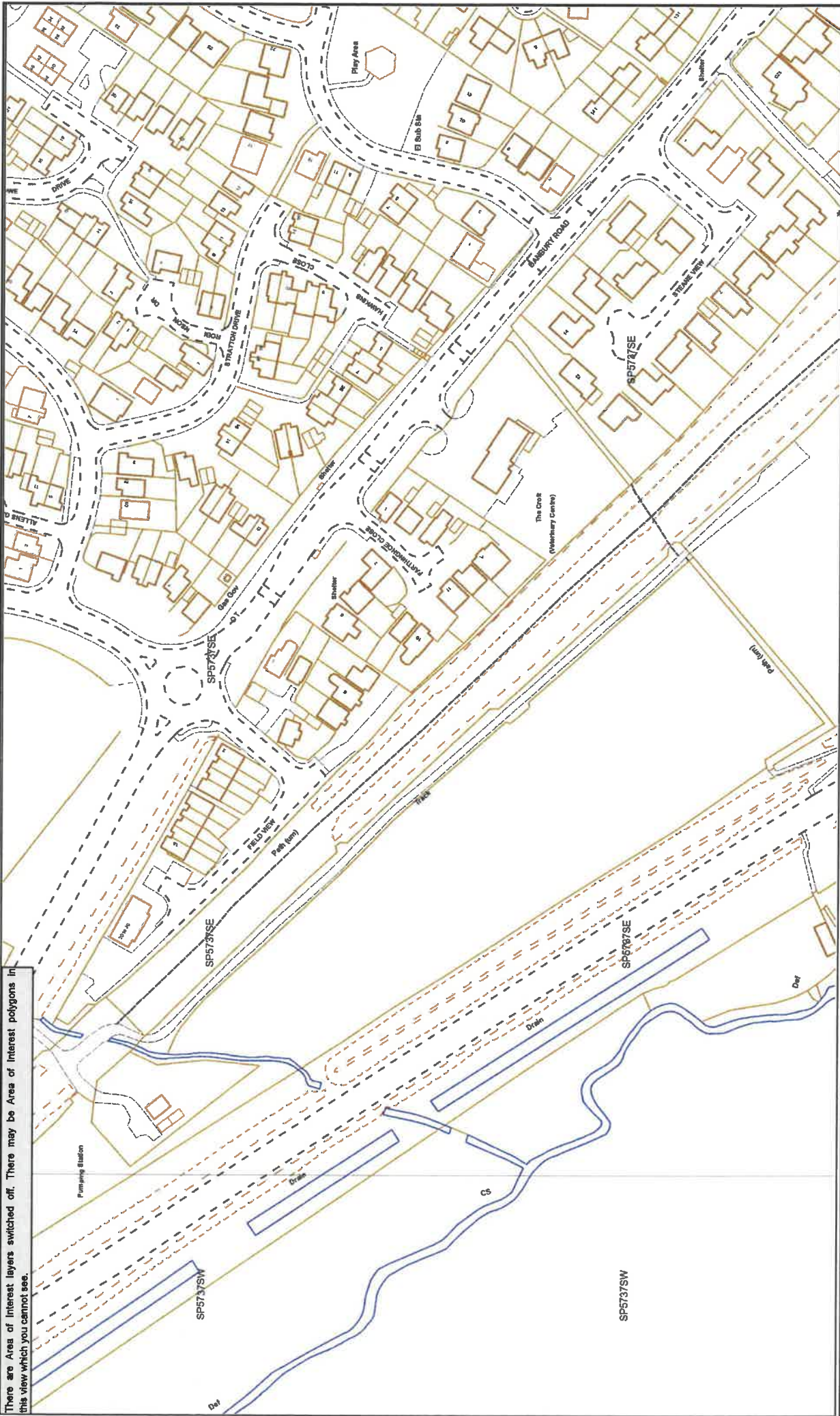
2. Prohibited activity

The Grantor shall not:

- 2.1 erect any building or structure or plant on through over or beneath the Easement Strip.
- 2.2 plant or allow to grow any tree or shrub on through over or beneath the Easement Strip.
- 2.3 change the level of the surface, ground cover or composition of the Easement Strip.
- 2.4 drill, dig or break up the land within the Easement Strip.
- 2.5 adversely affect the free flow and passage of gas or means of communication along or through the Gas Main.

Schedule 4 Plan

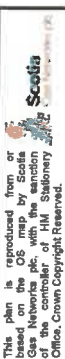
There are Area of Interest layers switched off. There may be Area of Interest polygons in this view which you cannot see.



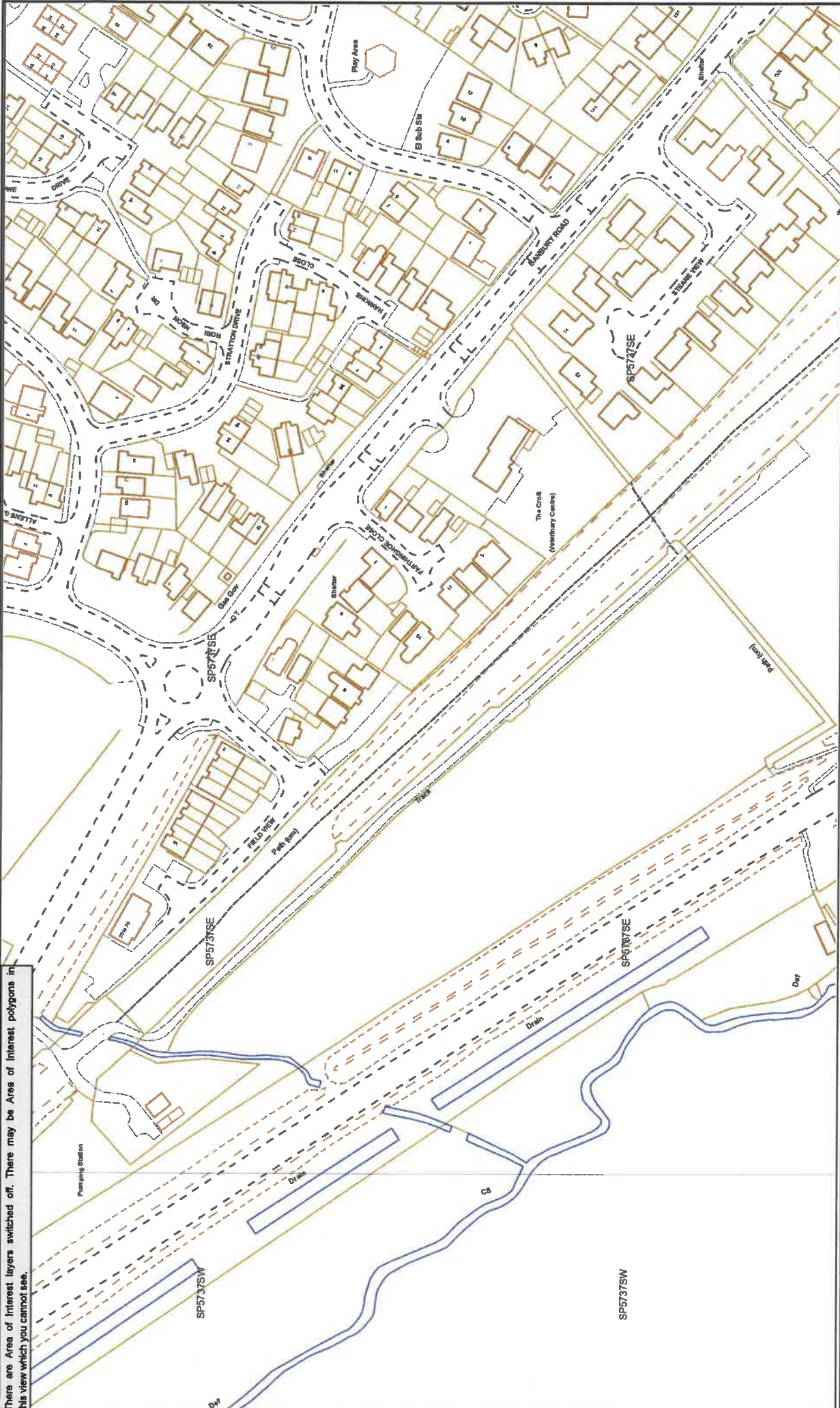
SCALE: 1 : 1250	LP MAINS	Depth of Cover
USER ID: TG56003	MP MAINS	Valve
DATE: 29/04/2020	IP MAINS	Syphon
INTERNAL USE ONLY	LHP MAINS	Diameter Change
GRID REFERENCE: E457696,N237192,SP 57 37	HISTORY DATA	Material Change
	L-06	
	GTs	
	SSSts	

This plan shows the location of those pipes owned by Scotia Gas Networks (SGN) by virtue of being a licensed Gas Transporter (GT). Gas pipes owned by other GTs, or third parties may also be present in this area but are not shown on this plan. Information with regard to such pipes should be obtained from the relevant owners. No warranties are given with regard to the accuracy of the information shown on this plan. Service pipes, valves, siphons, sub-connections etc are not shown but their presence should be anticipated. You should be aware that a small percentage of our pipework may be undergoing review and will temporarily be highlighted in yellow. If your proposed works are close to one of these pipes, you should contact the SGN Plant Protection Team on 0845703497 for advice. No liability of any kind whatsoever is accepted by SGN or its agents, servants or sub-contractors for any damage or injury caused to persons or property arising from the use of this plan. It is your responsibility to ensure that plant location information is provided to all persons (whether direct labour or sub-contractors) working for you on or near gas apparatus. Information included on this plan should not be referred to beyond a period of 28 days from the date of issue.

Intranet WebGIS 2.1
 Northamptonshire County Area
 This plan is reproduced from an OS map by Scotia Gas Networks plc. with the sanction of the controller of HM Stationery Office. Crown Copyright Reserved.



There are Area of Interest layers switched off. There may be Area of Interest polygons in this view which you cannot see.



SCALE : 1 : 1250

USER ID : TG56003

DATE : 29/04/2020

INTERNAL USE ONLY

GRID REFERENCE :
E457686N237192, SP 57 37

Some examples of Plant Types

Valve	↔	Syphon	○	Depth of Cover	▽
Diameter Change	↔	Material Change	↔		

LP MAINS	— (Red)
MP MAINS	— (Blue)
IP MAINS	— (Green)
LHP MAINS	— (Yellow)
HISTORY DATA	— (Purple)
LAs	— (Orange)
GTs	— (Pink)
SSSIs	— (Light Green)

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EXECUTED as a Deed by)
affixing the Common Seal of)
Brackley Town Council)
in the presence of)

Authorised Signatory:
(Print Name:)

Authorised Signatory:
(Print Name:)

EXECUTED as a Deed by)
affixing the Common Seal of)
SOUTHERN GAS NETWORKS PLC)
in the presence of)

Duly authorised by a resolution of the Board
of Directors of the Company pursuant to the
Company's Articles of Association