



THE GIVONS GROVE ESTATE LIMITED

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REGISTERED IN ENGLAND & WALES UNDER COMPANY NUMBER: 02958898

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GIVONS GROVE ESTATE LIMITED - EASEMENTS RULES 2020

1. INTERPRETATION

In these Rules:

- “GGEL” means Givons Grove Estate Limited;
- “Resident” means any person who owns either solely or with others a property on the Givons Grove Estate;
- “Grantor” means GGEL;
- “Grantee” means any shareholder, resident non-shareholder or third party who applies for a Deed of Easement.

2. INTRODUCTION

The purpose of the Rules is to:

- Codify the process;
- Protect the interests of the Grantor and the interests of all GGEL shareholders when considering and granting an easement to a Grantee;
- Ensure that the beneficiary of the grant of a Deed of Easement pays such consideration as the directors deem appropriate; and
- Ensure that only the Grantee pays for any associated costs including legal costs directly or indirectly caused by or associated with the granting of the Deed of Easement.

3. PREAMBLE

Through GGEL’s ownership of the roads and verges, the company is able to manage and co-ordinate the upkeep and maintenance of GGEL property.

Article 9 of the GGEL Articles of Association gives GGEL directors the power to grant a Deed of Easement to a shareholder for the benefit of a Dwelling for such consideration as the directors deem appropriate. If the Grantee or Grantees are not shareholders, including Givons Grove Residents who are not shareholders, directors would be required to obtain this power via a Special Resolution.

4. WHAT IS AN EASEMENT?

An Easement is a right benefiting a piece of land (known as the [dominant tenement](#)) that is enjoyed over land owned by someone else (the [servient tenement](#)).

Usually, such a right allows the owner of the dominant tenement to do something on the other person's land, such as use a path, or run services over or under the other person's land.

There are four essential characteristics of an easement which are as follows:

- There must be a dominant and servient tenement
- The easement must accommodate the dominant tenement; (i.e. provide some form of specific benefit and not be simply generic)
- The dominant and servient owners must be different people
- The right must be capable of forming the subject matter of a grant

An easement is a registrable property right, and therefore must be capable of being granted by deed, even if it has not been so granted. Therefore, all of the necessary legal formalities must be capable of being complied with, for example:

- Both parties must have capacity both to grant and acquire the legal right
- The easement must be clearly defined
- The easement should not involve expenditure of money by the servient owner
- The easement must not be so extensive so as to put the servient owner out of possession of his/her land

The above is simply an overview and is not legal advice. Reference to the relevant texts and authorities should be made in every case.

5. PROCESS OF APPLICATION

In **all** cases, it will be necessary for the Grantee to seek the necessary formal permission from GGEL by requesting a Deed of Easement before any work is commenced. This applies whether the intention is to make a temporary or permanent change. The request should be:

- Made in writing to the Director for Roads and Verges (currently Lawrence Harriss) at roadsandverges@ggel.org.uk;
- Received by GGEL at least 2 months before the commencement of any works; and
- Contain sufficient detail to enable the GGEL Board to adequately assess and consider the request which will include a detailed plan of work and a 'to scale' Plan indicating the exact location of GGEL owned land that the requested Deed of Easement relates to.

The Director for Roads and Verges will undertake an initial assessment of the request and report to the GGEL Board on any impact on the Company's property and other residents, together with any other relevant facts.

The Board will then decide:

- whether in principle to grant the Deed of Easement;
- the conditions to be set in granting the Deed of Easement; and
- any consideration that will be required from the Grantee.

In **all** cases, an easement will only be granted subject to the road and/or verge being reinstated to at least as good as its prior condition.

Dependent on the individual circumstances of the case, the Board reserves the right to grant a temporary licence to cross GGEL land instead of seeking to complete a formal Deed of Easement.

6. DEED OF EASEMENT

If granted, such a Deed of Easement would include:

- The conditions that should be met by the grantee which will include:
 - That the Grantee covenants that, in relevant circumstances, they will register the Deed at HM Land Registry and within 10 days of completion of registration to provide GGEL with evidence of this
 - Such other protections as necessary to protect the ongoing interests of GGEL including that the applicant must agree to comply with the Residents' Code of Practice Re Builders & Contractors.
 - Agreement of the grantee to pay for associated legal costs, including legal costs incurred by the Company
 - Plans for making good
- The plan of works;
- The fee(s) payable;
- Responsibility for the protection of the underlying services; and
- Responsibility for the protection of the rights of other residents potentially impacted by the requested change.

7. ASSESSMENT OF CHARGE

GGEL will consider and set the level of fee taking into account the specific circumstances relating to each application. For example, where a temporary minor widening is necessary to help access for people with mobility difficulties, GGEL has in the past waived or greatly reduced the fee due. The minimum fee payable will be £100 but where an application is more complex the fee will be greater.

The following list, which is not exhaustive, shows examples of charges that have been applied in the past and/or which may be applicable for future circumstances.

- to grant an easement for a minor and/or temporary disruption to GGEL property - £ 250
- to grant an easement retrospectively for a minor and/or temporary disruption to GGEL property - £ 500
- to widen an existing access by up to 2m or to create an agricultural only access or a non-365-day access - £ 2000
- to create a completely new access to an already developed plot, for example, a second driveway - £ 5000

GGEL reserve the right to assess each application on its individual circumstances and add to these charges any relevant legal expenses.