

West Cliff House Owners' Association

Guidelines for applying for an Easement from the trustees of the West Cliff Estate

Overview

Laws governing the creation and granting of easements is complicated. These guidelines will help you determine the circumstances under which an easement may be required. They will also help you complete the attached application form.

Having an easement gives a third party (an individual house owner or a utility company for example) a right to use land owned by the West Cliff Estate for a particular purpose such as passing over the land by foot or with vehicles or to allow utility services to pass on, over or under the communal land.

An easement is a legal document created within the deeds of a property - either in a separate standalone deed or within a larger document such as a lease or in a transfer deed on a sale of a property. An easement by deed will operate as a legal interest in land but only once registered on the title at the Land Registry – using the attached application form. Until such time as the registration is complete, the easement will take effect as an equitable right.

Simply put, if you are planning to do anything on your land that changes how you access your land from land owned by the West Cliff Estate, it is likely that you will need to apply for an easement. Requests for an easement will be considered by the West Cliff House Owners' Association (WCHOA) on behalf of the trustees.

How long will my easement last?

It is anticipated that most easements granted on the West Cliff Estate will be permanent and will therefore be transferred when you sell your property. However WCHOA reserves the right to grant limited easements for example by including a clause to terminate the easement when a property is sold or by limiting the use for which the easement is granted.

How much will I be charged for an easement?

The fee for an easement, in most cases, will be charged at £100 per square metre of estate land crossed. This will be reviewed annually. You may also need to pay legal fees if you wish to employ a solicitor to oversee the process on your behalf or if WCHOA has to employ a solicitor to oversee the process on the trustees' behalf.

What happens if I don't apply for an easement?

If in any doubt we suggest that you approach WCHOA or your solicitor to find out if an easement is needed. If it is and you do not request that an easement be granted the WCHOA will write to you and ask that either you

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- (i) Apply for an easement within a given timeframe or
- (ii) Desist from using West Cliff Estate owned land to access your property with immediate effect and instead only use the access routes as determined in your property deeds. You will also be asked to repair at your own cost any works undertaken that affect land owned by the estate.

If you continue to use West Cliff land, you will be doing so without authority and the WCHOA may apply for a 'caution' to be placed your deeds. The absence of a required easement could also affect your ability to sell your property as this will be a standard enquiry made by a prospective purchaser.

How do I apply for an easement?

You can approach a solicitor and ask them to make the request for you.

Alternatively you can complete the attached form and submit it to WCHOA.

It is recommended that you apply for an easement in advance of works being carried out. However the WCHOA will consider retrospective requests.

**H M LAND REGISTRY
LAND REGISTRATION ACT 2002**

ADMINISTRATIVE AREA	Dorset
TITLE NUMBERS	INSERT PROPERTTY TITLE NUMBER AND ESTATE TITLE NUMBER
PROPERTY	INSERT PROPERTY ADDRESS AND POSTCODE
DATE	INSERT DATE

1. DEFINITIONS:-

1.1 'The Grantor' means NIGEL MAWDITT CHRIS BARETTE LINDSEY BLAIR AND CHRISTINE LEIGH of Farthings Fourth Cliff Walk West Bay Bridport Dorset DT6 4HL the registered proprietors of the Servient land

1.2 'The Grantee' means **Insert name and address**

the owners of the Dominant land

1.3 'The Servient land means the land shown edged red on the plan of the title above referred to

1.4 'The Dominant land means the land described in schedule 2 below

1.5 'The Rights mean the rights set out in schedule 1

1.6 'The Plan means the plan attached to this deed

2. GRANT

In consideration of £xxxx paid by the Grantee to the Grantor receipt whereof is hereby acknowledged the Grantor grants the Rights to the Grantee in fee simple with full title guarantee.

3. GRANTEES COVENANTS

The Grantee so as to bind the Dominant land into whosoever hands it may come and for the benefit of the Grantors interest in the Servient land covenants with the Grantor for themselves and their successors in title to observe and perform at all times after the date of this deed the stipulations and restrictions referred to in Schedule 1 hereof

4. INDEMNITY

The Grantee covenants with the Grantor to keep the Grantor and their estate indemnified from and against any act loss damage or liability suffered by the Grantor or their estate in the exercise of the Rights

SCHEDULE 1

Describe in detail the works to be done. Where relevant, please include:

- How the works will impact on estate owned land.
- Approximately how much estate land (in square metres) will be affected
- Requirement for planning permission is required and if so, the timescale for this
- Whether or not building control regulations apply and how the grantee will comply with these
- What, if any, external agencies will be involved
- Any other information that will assist the trustees in assessing the easement request

SCHEDULE 2

All that property known as INSERT PROPERTY ADDRESS aforesaid registered under Title Number INSERT TITLE NUMBER

Signed as a Deed by the said NIGEL MAWDITT	
In the presence of :- INSERT NAME OF WITNESS	

Signed as a Deed by the said LINDSEY BLAIR	
In the presence of :- INSERT NAME OF WITNESS	

Signed as a Deed by the said CHRISTINE LEIGH	
In the presence of :- INSERT NAME OF WITNESS	

Signed as a Deed by the said CHRIS BARETTE	
In the presence of :- INSERT NAME OF WITNESS	

Signed as a Deed by the said INSERT NAME OF HOUSE OWNER 1	
In the presence of :- INSERT NAME OF WITNESS	

Signed as a Deed by the said INSERT NAME OF HOUSE OWNER 2	
In the presence of :- INSERT NAME OF WITNESS	

Signed as a Deed by the said INSERT NAME OF HOUSE OWNER 3	
In the presence of :- INSERT NAME OF WITNESS	