

THIS DEED OF GRANT is made the 8th December 1989

BETWEEN (1) LIVERPOOL CITY COUNCIL of Municipal Buildings Dale Street Liverpool L69 2DH ("the Grantor") and

(2) ADAMSON DEVELOPMENTS LIMITED whose registered office is at 34 Leazes Park Road Newcastle-upon-Tyne NE1 4PG ("the Grantee")

WHEREAS

(1) The Grantor is the estate owner in respect of the fee simple of (inter alia) certain land at Carr Lane Huyton Knowsley Merseyside which is delineated and edged red on the plan numbered 1 annexed hereto and such part of Carr Lane as is vested in the Grantor by virtue of the ad medium filium presumption ("the Grantor's Land")

(2) The Grantee is the estate owner in respect of the fee simple in possession of certain land at Roby Road and Carr Lane Huyton aforesaid which is delineated and edged red on the plan numbered 2 annexed hereto ("the Grantee's Land")

(3) The Grantor has agreed in consideration of the payment of the sum of One pound by the Grantee to grant to the Grantee such rights liberties and easements as are hereinafter described and also to enter into covenants with the Grantee in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN this Deed the expressions "the Grantor" and "the Grantee" shall include their respective successors in title and assigns to the Grantor's Land and the Grantee's Land respectively

2. IN consideration of the sum of One pound now paid by the Grantee to the Grantor (the receipt whereof the Grantor hereby acknowledges) the Grantor as Beneficial Owner hereby grants unto the Grantee the following rights liberties and easements

(a) Full right and liberty to construct lay maintain inspect cleanse repair

renew and replace (i) a sewer or sewers and/or a drain or drains beneath the surface of the Grantor's Land ("the new sewers") and connect with any existing sewer or sewers and/or drain or drains and/or watercourse on beneath or adjoining the Grantor's Land and (ii) any manholes inspection chambers ancillary structures and associated equipment ("the new works") along the line of the said sewer or sewers and/or drain or drains on beneath or adjoining the Grantor's Land and as may be reasonable and proper in that behalf

- (b) Full right and liberty for the purpose of constructing laying maintaining inspecting cleansing repairing renewing and replacing the new sewers and the new works to enter upon the Grantor's Land and any other adjoining land owned by the Grantor as shall be necessary with the approval of the Grantor (such approval not to be unreasonably withheld or delayed) at any time and at all times with or without workmen servants agents plant machinery equipment tools and materials upon giving to the Grantor not less than seven days notice in writing (except in case of emergency)
- (c) Full right and liberty to use the new sewers for the passage or conveyance of foul and surface water from the Grantee's Land (and any adjoining land which may hereafter be acquired by the Grantee within the perpetuity period) and all buildings and roads erected or to be erected thereon within the perpetuity period and to discharge the same into any existing sewer or sewers and/or drain or drains and/or watercourse on beneath or adjoining the Grantor's Land

TO HOLD all the said rights liberties and easements hereby granted unto the Grantee in fee simple

3. THE Grantee hereby covenants with the Grantor as follows:-

- (a) To carry out and execute the laying and construction of the new sewers and the new works to the reasonable satisfaction of the Grantor

- (b) At its own expense to reinstate the surface of the Grantor's Land and any adjoining land belonging to the Grantor as a result of the laying and construction of the new sewers and the new works to the reasonable satisfaction of the Grantor
- (c) At its own expense to maintain repair renew and keep cleansed the new sewers and the new works to the reasonable satisfaction of the Grantor but the liability of the Grantee shall cease and determine upon the new sewers and the new works vesting in the Regional Water Authority (or its duly authorised agents) or the Local Highway Authority as public sewers or public highway drains in respect of any matter arising after the said vesting
- (d) To indemnify the Grantor against any claims that may be made against the Grantor for damages or injury which are directly attributable to the carrying out of the new sewers and the new works by the Grantee and the use and occupation of the Grantor's Land by the Grantee in accordance with the rights liberties and easements hereby granted

4. THE Grantor (to the intent and so as to bind the Grantor's Land and every part thereof into whosoever hands the same may come and to benefit and protect the rights liberties and easements hereby granted) hereby covenants with the Grantee as follows:-

- (a) The Grantor shall not do or cause or permit to be done on the Grantor's Land anything calculated or likely to cause damage or injury to the new sewers and the new works and will take all reasonable precautions to prevent such damage or injury
- (b) The Grantor shall not make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Grantor's Land so as to interfere with or obstruct the access thereto or to the new sewers and the new works or so as to lessen or in any way interfere with the support afforded to the new sewers and the new works by the

hereinbefore granted and the covenants on the part of the Grantor shall enure for the benefit of the Regional Water Authority (or its duly authorised agents) or Local Highway Authority as and when the new sewers and new works are vested in the Regional Water Authority (or its duly authorised agents) or Local Highway Authority as a public sewer or drain under the provisions of the Public Health Act 1936 or any statutory re-enactment or replacement for the time being in force or a public highway drain

- (d) The position and depth of the new sewers and the new works shall be first approved by the Grantor (such approval not to be unreasonably withheld or delayed)
- (e) The liability of the Grantee under this Deed shall cease and determine upon the new sewers and the new works vesting in the Regional Water Authority (or its duly authorised agents) or the Local Highway Authority as public sewers or public highway drains
- (f) Upon the vesting of the new sewers in the Regional Water Authority or the Local Highway Authority as public sewers or public highway drains the same shall be used for such purposes

6. THE Grantor hereby acknowledges the right of the Grantee to production and delivery of copies of the documents specified in the Schedule hereto (the possession whereof is retained by the Grantor) and hereby undertakes with the Grantee for the safe custody of the same

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Thirty thousand pounds

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE before referred to

The retained title documents

A Conveyance made the 28th day of December 1914 between (1) The Right Honourable Edward George Villiers Earl of Derby (2) The Right Honourable Constance Countess of Derby (3) Edward Hugh Leycester Penrhyn and The Right Honourable Horace Brand Baron Farguhar and (4) The Lord Mayor Aldermen and Citizens of the City of Liverpool

THE COMMON SEAL of LIVERPOOL CITY
COUNCIL was hereunto affixed)

) *W. E. Murray*
Solicitor and Secretary



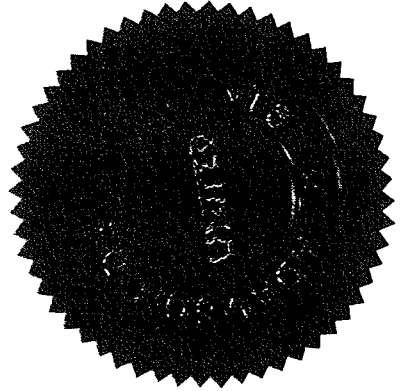
THE COMMON SEAL of ADAMSON)
DEVELOPMENTS LIMITED was hereunto)
affixed in the presence of:-)

Director

24 Baskitt

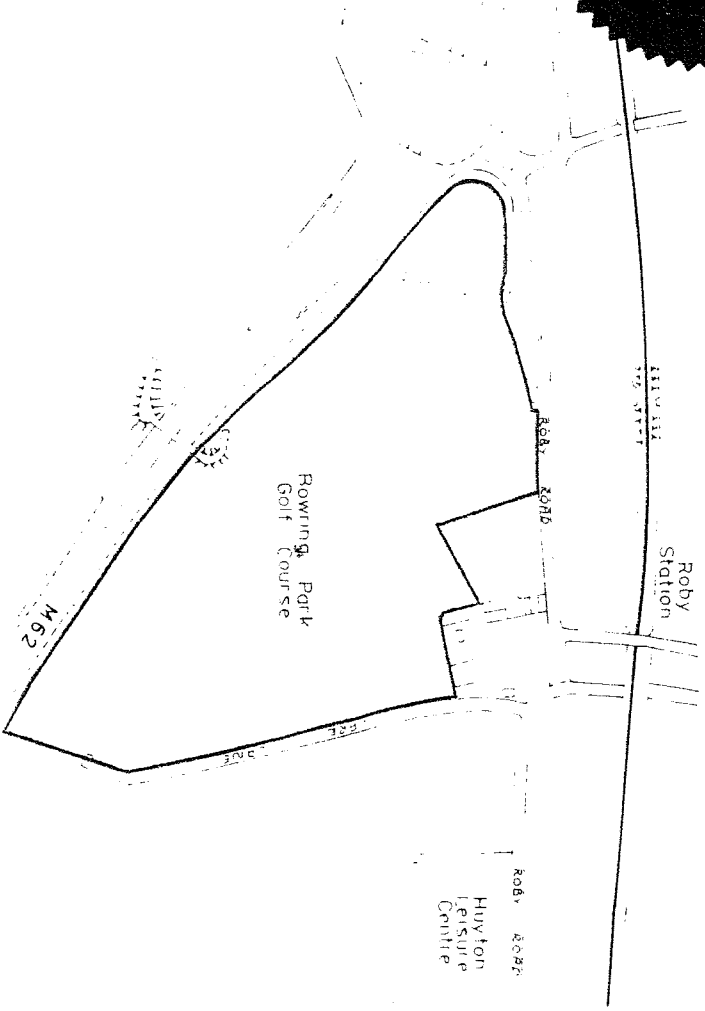
Secretary

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NO 1
Plan referred to

LAND AT ROBY ROAD / CARR LANE



W. F. Murray
Solicitor and Secretary

A. G. B. ...

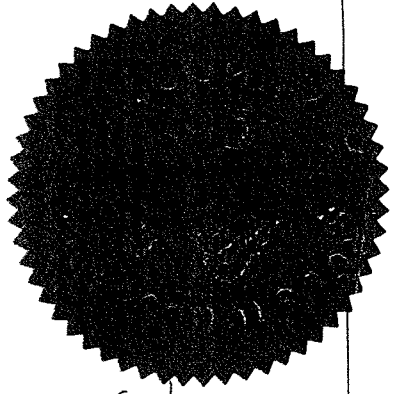
Area verged red about sq.m.

Liverpool City Council
Glyn Roberts FRICS, ARVA,
City Estates Surveyor,
Liverpool

PLAN REFERRED TO IN ITEM

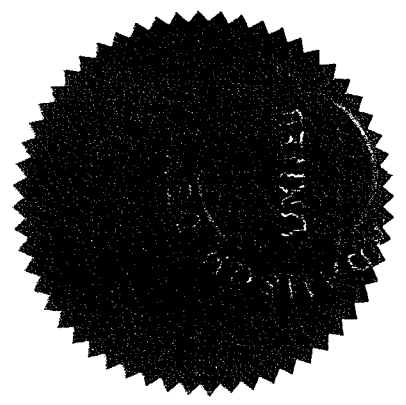
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No. 2
Plan referred to

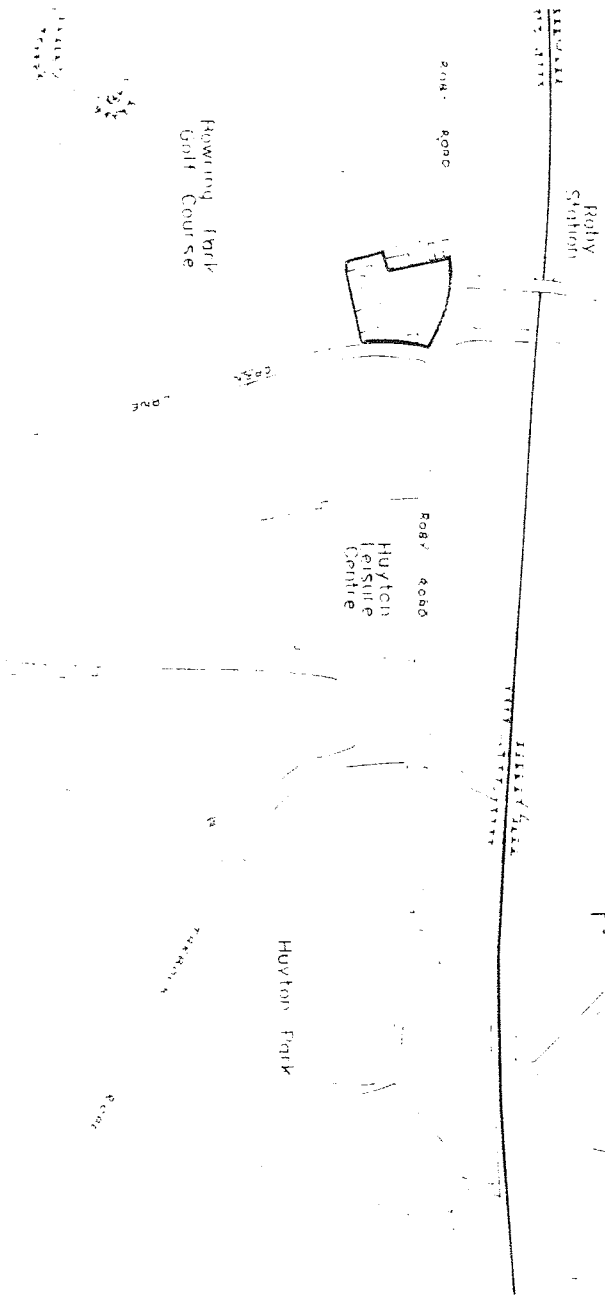


W. Murray
Solicitor and Secretary

LAND AT ROBY ROAD / CARR LANE



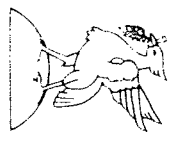
A. G. Boshell



M62

Area verged red about sqm

Liverpool City Council
Glyn Roberts FRICS, ARYA
City Estates Surveyor,
Liverpool.



PLAN REFERRED TO IN ITEM

drawn	traced (1/1)	checked (4/1)	89
scale 1:10,000	plan no	4/1	226