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Title Number MS294

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THE SCHEDULE ABOVE REFERRED TO

4th May 1923 Indenture of Conveyance before abstd
12th June 1923 Mortgage (with receipt endorsed dated 1st May 1930) before abstd
25th May 1954 Duplicate of the above mentioned deed of this date

DULY SEALED by the Vendor and the Purchaser
and attested

Memoranda (inter alia) endorsed on afore abstd Conveyance dtd 30th March 1957

A

25th May 1954
S3-0
Stamp 5/0d.

ad. against duplicate
exec. by Owen Dawson
8 Wym - Evans against
original as before
H.D. 20.

DUPLICATE DEED OF GRANT of this date made between The Mayor Aldermen and Burgesses of the County Borough of Birkenhead (thrinar called "the Corporation") of the one part and Upton Estates Ltd. whose regd office is sit at The Inner Temple Dale St. Liverpool (thrinar called "the Company") of the other part

RECITING

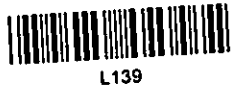
- (1) The Corporation were the Local Authority under the within meaning of the Public Health Acts 1875 to 1936
- (2) The Company being seised in fee simple of the land sit on the northerly side of Manor Drive Upton Birkenhead in the Coy of Chester shown on the plan annexed thereto and thrin edged red had lodged a layout plan for approval by the Corporation under the Town Planning Acts showing the intendd development of the said land for housing ppses
- (3) The Company had agrd with the Corpn the following:-
 - (a) To permit the Corpn to construct such sewers under and along the sd land as was thrinar dscrbd
 - (b) To grant the rts in perpetuity thrinar dscrbd in respect of the sd sewers
 - (c) To contribute towards the cost of such sewers and works ancillary thrt to in the proportions and in the manner thrinar mentd
 - (d) To enter into the covenants thrinar contd as to the sd contributions and as to bldg upon the sd land
- (4) The Corpn had agreed with the Company:-
 - (a) To construct make and completethe sd sewers and such roadworks and other works as were thrinar dscrbd
 - (b) To enter into the covenants on their part thrinar contd
- (5) For the ppse of giving effect to the sd agreements the Corpn and the Company had agreed to enter into this Deed

THEN THAT DEED WITNESSED as follows:-

1. In conson of the agrmnts and covenants on the part of the Corpn thrinar contd the Company as beneficial owner of the sd land edged red on the plan annexed thrt to thrbly granted to the Corpn

First full right and liberty to enter upon the land edged red to construct beneath the sd land proposed to be in pt the site of an estate road and in the other pt the curtilage of buildings to be erected by the Company a surface water outfall sewer for the passage of surface water in the position shown by a blue line on the sd plan running from the point marked "N" at the junction of Upland Road and

(2)



Manor Drive to the land of the Corpn shown edged green
Secondly full right and liberty to enter upon the land
edged red to construct beneath the said land a foul sewer
for the passage of sewerage in the position shown by a red
line running from the sd point "N" to the point marked
"C" at the junction of Oakland Drive and Meadway
Thirdly full right and liberty for the ppse of mkg
repairing and mntng such sewers and the manholes ancillary
thereto to enter upon the land on or under which the said
sewers are to be laid and constructed making good all damage
caused thrby

TO HOLD all the sd rights and liberties thrby granted unto the
Corpn in fee simple

2. IN conson of the Company grntg such rts as afsd and of the contribution by the Company
thrinar referred to the Corpn thrby undertook and agrd forthwith to commence after the
consent to loan had been received from the appropriate Govt Dept and within 2 yrs completed
the said surface water and foul sewers and manholes ancillary thrt to in the position indicated
by the said red and blue lines

3. The Corpn thrby covenanted with the Company

- (a) To be responsible for the cost of the construction of an access road and an outfall
sewer thrunder leading from the proposed esttt rd to the adjng land of the Corpn edged
green over the land shown coloured brown on the said plan which was to be acquired from
the Company by the Corpn by way of gift (sbjt to the Corpn paying the Vendors' Solicitors'
conveyancing costs and entering into a covenant to erect and thrafter mntn suitable fences
along the full length of both sides of the said access road) and thrafter so mntn
so long as was required by the Corpn the sd access road as a private road
- (b) To make form ptch kerb and place a temporary surface on the full width of the pt of the
sd proposed estt road coloured yellow on the sd plan leading from Oakland Drive to the said
proposed access shown coloured brown on the sd plan
- (c) To pay to the Company the cost of completing the full width of the said proposed
estt road co-extensive with the land coloured brown within six months of the expiration
of the defects liability period after the completing of the mkg of the sd estt rd
- (d) To provide at the cost of the Company when and where required the necessary junctions
on the sd sewers to enable house drains to be connected thrwith
- (e) On the completion of the sd works to restore and make good the surfaces of Manor
Drive Meadway and Oakland Drive leading to the proposed access road colrd yellow

4. The Company thrby covenanted with the Corpn:-

- (a) Not to construct any building whatsoever on the land owned by them within a distance
of ten feet from the centre line of the sd sewers coloured blue running from the proposed
estt road to the said adjng land of the Corpn
- (b) To put in at a minimum level of 25 decimal point five Ordnance Datum the damp proof
course of any house to be built by them
- (c) During the layout of the said land and construction of buildings thereon to

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to construct roads and house gullies at a height not less than one foot and on foot six inches respectively above the maximum sewer hydraulic gradients as shown on the sections of Sheet No 6 of the drawing submitted by the Corpn and revised August 1953

(d) to (i) contribute in the proportions thrinar described to the cost of the sd sewers and manholes to be provided by the Corpn and (ii) pay to the Corpn the cost of providing the sd junctions to the sewers for the house drain connections within 28 days of connecting any house drain with any such junction

(e) To permit the Corpn at all times to pass and repass with or without vehicles over and along the portion of the proposed estt rd to be temporary surfaced by the Corpn in accordance with Clause 3(b) throf and over and along Oakland Drive and Meadway leading thro to for the ppses only of access to the Fender Valley Sewer storm water tanks erected or being erected on the ading land of the Corpn and works in connection with Upton Sewerage Scheme to be carried out by the Corpn on their sd ading land and so that such user shd not be deemed to be evidence of user so as to convert the proposed estt rd Meadway or Oakland Drive into public highways

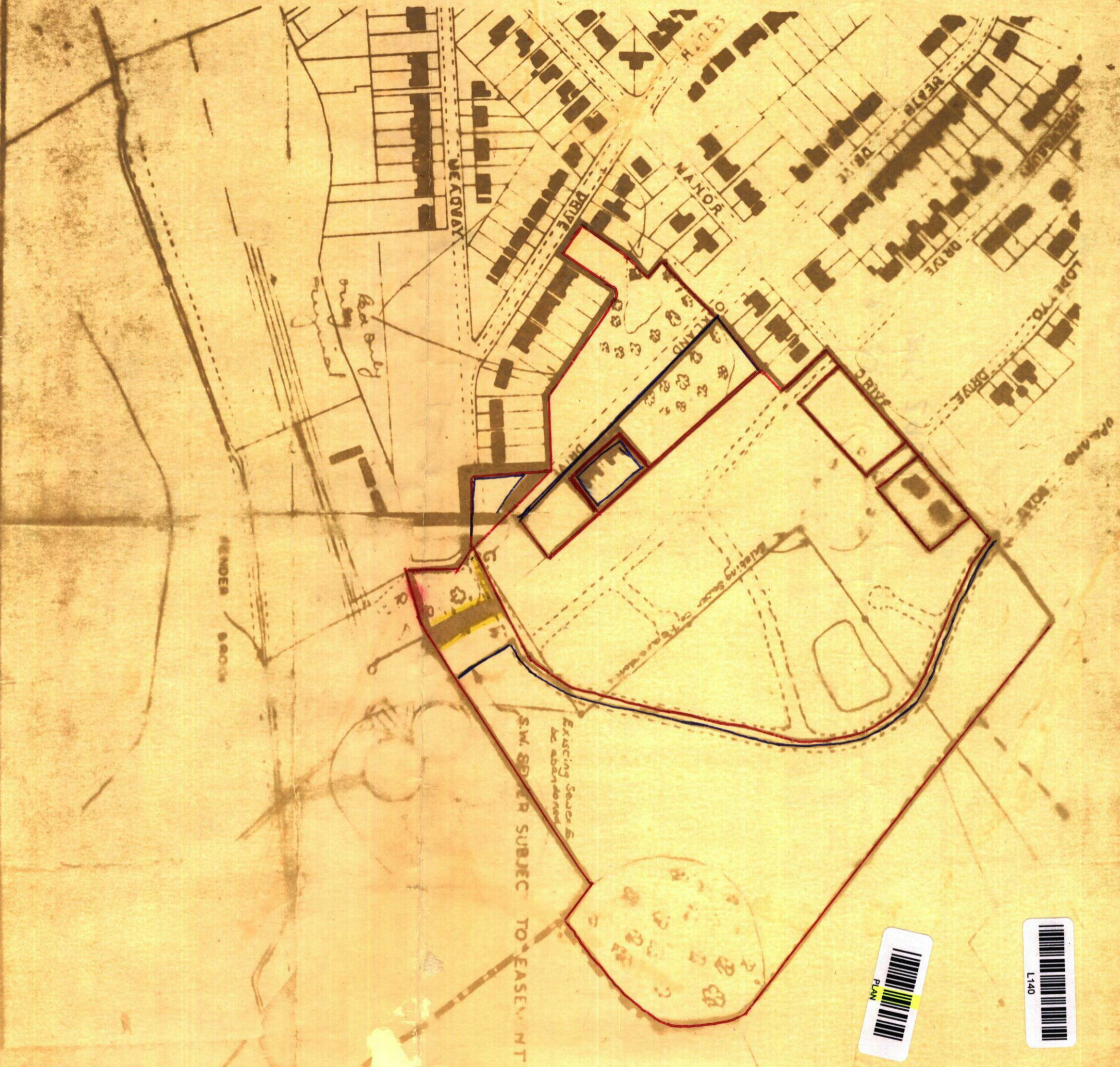
5. IT was thrby agreed and declared

- (1) The Company shd pay towards the cost of the construction of the sewers and manholes (to the number indicated on the plan by black dots on the lines of the sewers) a maximum sum of One thousand pounds (£1000) by payments of Fourteen pounds fourteen shillings (£14.14.0) each as and when the Company shd connect each of the 68 houses shown on the layout plan referred to in Recital 2 throf hvg frontages to the roadway co-extensive with the lines of the sewers thrinbfire referred to such payment to be made within 28 days after receipt of an account from the Corpn to be sent in after each connection had bn made and along with the cost of providing junctions
- (2) Save to the extent to which the rights of the parties were regulated by the foregoing provisions of that Deed such rights whether under any statute or byelaw for the time being in force within the Borough of Birkenhead shd not be affected by that Deed
- (3) The Corpn shd on the signing throf pay the proper costs of the Company's Solrs of and concerning the sbjt matter of that agrunt

DULY SEALED BY THE PARTIES AND ATTESTED

COUNTY BOROUGH OF BIRCH

PROPOSED ACCESS ROAD TO TANK



REFLECT

BOROUGH PROPERTY FROM
 PEOPLE'S AGREEMENT
 FEMOSE BROOK SHEWAN
 BIRCHWOOD CORPORATION
 SHEWAN FIELD GREEN
 SURFACE WATER SEWER
 SHEWAN BLUE
 FOUL SEWER SHEWAN
 IN 1890

LAND TO BE PURCHASED BY
 SHEWAN BROWN & SON
 TEMPORARY ROADWAYS
 IN YELLOW