

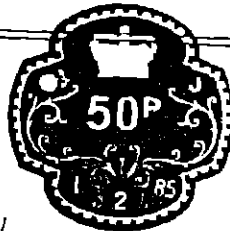
These are the notes referred to on the following official copy

Title Number MS236661

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



LOP
E
bny

DEED is made the *Twenty second* day of *January* One thousand nine hundred and eighty-five BETWEEN WIRRAL BOROUGH COUNCIL of Town Hall Brighton Street Wallasey Merseyside (hereinafter called "the Grantor") of the one part and THE COUNTY COUNCIL OF MERSEYSIDE of P.O. Box 95 Metropolitan House Old Hall Street Liverpool (hereinafter called "the Grantee") of the other part

Photo Copy

WHEREAS:-

- (1) The Grantor is seised free from incumbrances of the land and property situate at Telegraph Road Heswall which is more particularly delineated on plan A annexed hereto and thereon edged blue (hereinafter referred to as "the land firstly described")
- (2) The Grantee is seised free from incumbrances of the land and property situate on the north westerly side of the land firstly described and more particularly delineated on the said plan A annexed hereto and thereon edged red (hereinafter referred to as "the land secondly described")
- (3) The Grantor has agreed to grant to the Grantee the right of way hereinafter mentioned

NOW THIS DEED made in pursuance of the said agreement and in consideration of the grant hereinafter contained WITNESSETH as follows:-

1. THE Grantor as beneficial owner HEREBY GRANTS unto the Grantee ALL THAT the right for the Grantee and its successors in title owners or occupiers for the time being of the land secondly described



Examined against original/unscaled
at the office of
H. J. J. J.
County Solicitor and Secretary
Merseyside County Council
Date 23 DEC 1985



o Barnslo

or any part thereof and its servants and licensees and all other persons authorised by it (in common with the Grantor and ^{its} ~~his~~ successors in title and all other persons having the like right) at all times hereafter but on foot only to pass and repass along and over the strip of land one metre in width which is more particularly delineated on plan B annexed hereto and shown as a brown line thereon for all purposes connected with the use and enjoyment of the land secondly described or any part thereof but not for any other purpose whatsoever TO HOLD the said right of way unto the Grantee in fee simple

2. THE Grantee hereby covenants for itself and its successors in title with the Grantor and its successors in title -
- (a) at its own expense to break open the wall along the boundary of the lands firstly and secondly described at the point marked 'A' on plan B and to construct and hang a single leaf door at point 'A' such door to open inwards onto the land secondly described and thereafter reinstate the said wall all to the satisfaction of the Acting Head of Engineering Services for the time being of the Grantor and the Grantee shall forever thereafter maintain the said door and wall in good and substantial condition
 - (b) to make all necessary arrangements with and satisfy all claims by the Grantor and any other person who may be affected by this grant and to fully and effectually indemnify the Grantor from and against any claim by any such person
 - (c) at all times to ensure that access to the bin store and car park on the adjoining land of the Grantor is not impeded in any way
 - (d) at all times to keep the said works properly supervised and adequately lighted and to provide all warning notices and to

cause the minimum of disturbance to the Grantor having regard to the work

3. THE Grantor hereby agrees and confirms that the Grantee and its successors in title shall be entitled upon obtaining the consent of the Grantor and giving to it reasonable notice of its intention to do so to enter upon the adjoining land of the Grantor for the purpose of maintaining and renewing the said single leaf door and wall

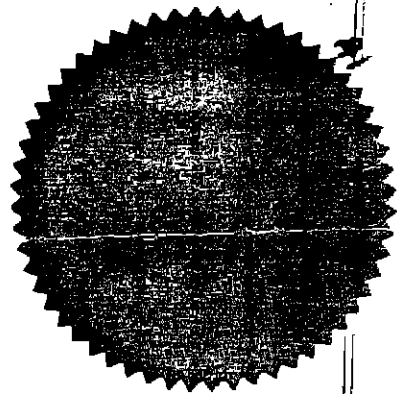
4. THE Grantor hereby ACKNOWLEDGES the right of the Grantee to the production of the Conveyance dated the Twenty-fifth day of September One thousand nine hundred and thirty-six and made between the District Bank Limited and Albert Haughton Henshaw of the one part and the Wirral Urban District Council of the other part and to delivery of copies thereof and undertakes with the Grantee for safe custody of the same

5. 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 £30,000

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

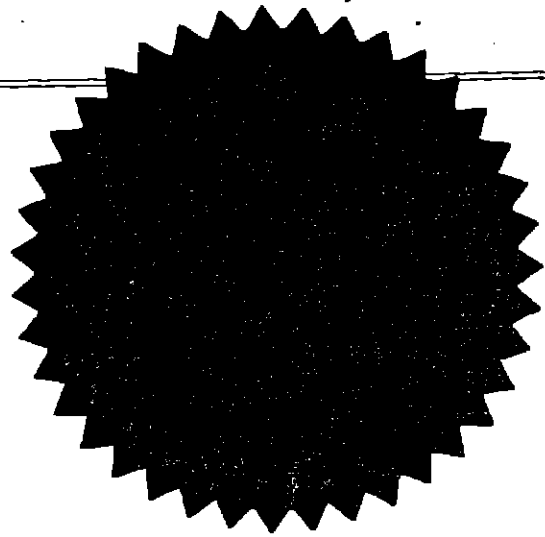
THE COMMON SEAL of)
WIRRAL BOROUGH COUNCIL)
was hereunto affixed)
in the presence of:-)

Robert W. Bentley
Authorised Officer



NUMBER IN SEAL BOOK - 13501

THE COMMON SEAL of THE COUNTY COUNCIL)
OF MERSEYSIDE was hereunto affixed in)
the presence of:-)



G. K. Wilson

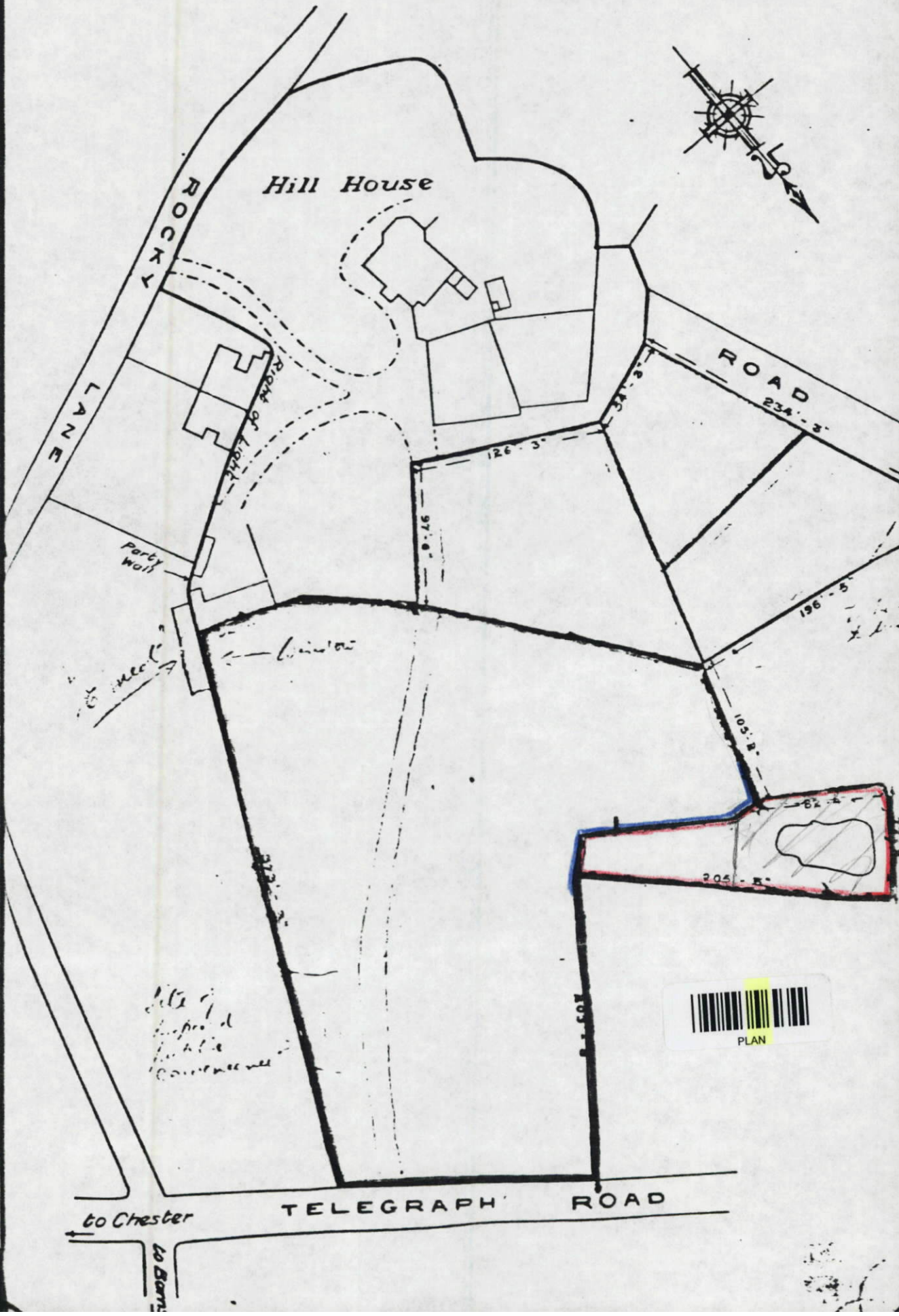
County Solicitor and Secretary.

5036

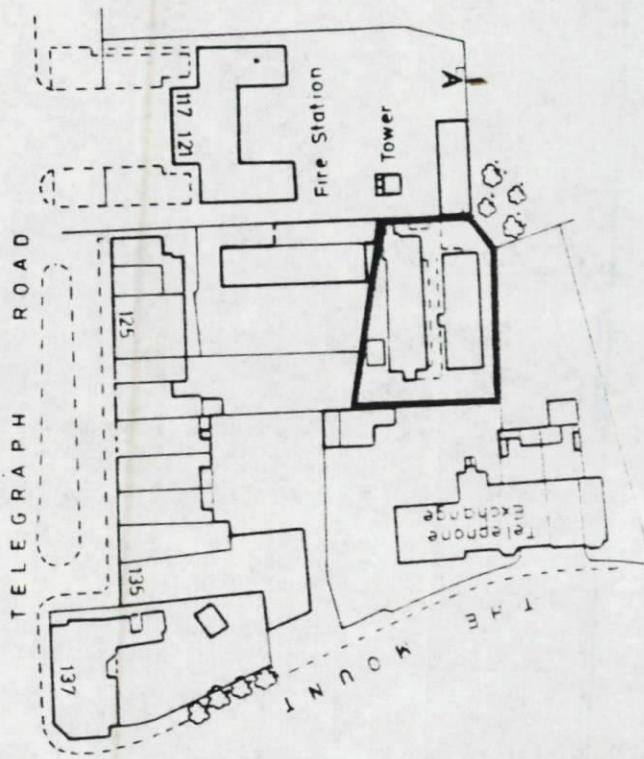
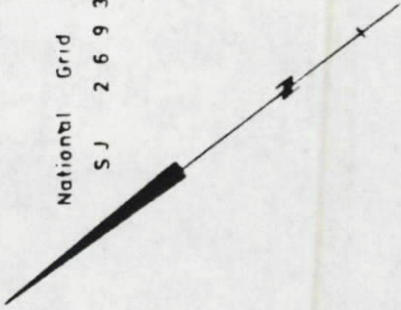
PLAN A

REFERRED TO

d all other
and ^{its} ~~his~~
like right) at
ss along and
re particularly
own line thereon
of the land
y other purpose
rantee in fee
successors in
the boundary of
point marked 'A'
f door at point
ndly described
e satisfaction
he time being
reafter maintain
ondition
sfy all claims
ffected by this
Grantor from
ore and car park
ded in any way
ervised and
tices and to



National Grid Reference
SJ 26938176



Merseyside
County Council

Peter Wood BSc Dip Arch
Director of Development and Planning
PO Box 95 Metropolitan Centre, Chester Street
Liverpool L69 3EL
Telephone 051 527 6234 Fax

PLAN

W13613/04

1:1250

