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Title Number LA688305

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DATED

27 February

2018

LANCASHIRE COUNTY COUNCIL

and

WILLIAM SUTTON and JANE ELIZABETH SUTTON

DEED OF GRANT OF EASEMENT

Relating to: LAND ADJACENT TO 136 LIVERPOOL ROAD, HUTTON, PRESTON LANCASHIRE

DEED OF GRANT OF EASEMENT made the 27 day of February 2018

1. PARTIES

1.1 "the Grantor" **LANCASHIRE COUNTY COUNCIL** of PO Box 78 County Hall Preston
PR1 8XJ

1.2 "the Grantee" **WILLIAM SUTTON and JANE ELIZABETH SUTTON** of 136
Liverpool Road Hutton Preston Lancashire PR4 5SL

2. RECITALS

2.1 The Grantor is the proprietor of land at Liverpool Road Hutton Lancashire shown edged in red on Plan 2 which includes the Servient Land

2.2 The Grantor has agreed to grant the Grantee the Rights such rights to be binding upon the successors in title of the Grantor in accordance with the provisions of this Deed of Grant of Easement

3. DEFINITIONS

The following terms shall have the following meanings:

3.1 "the Easement Land" means the land shown coloured brown on Plans 1 and 2.

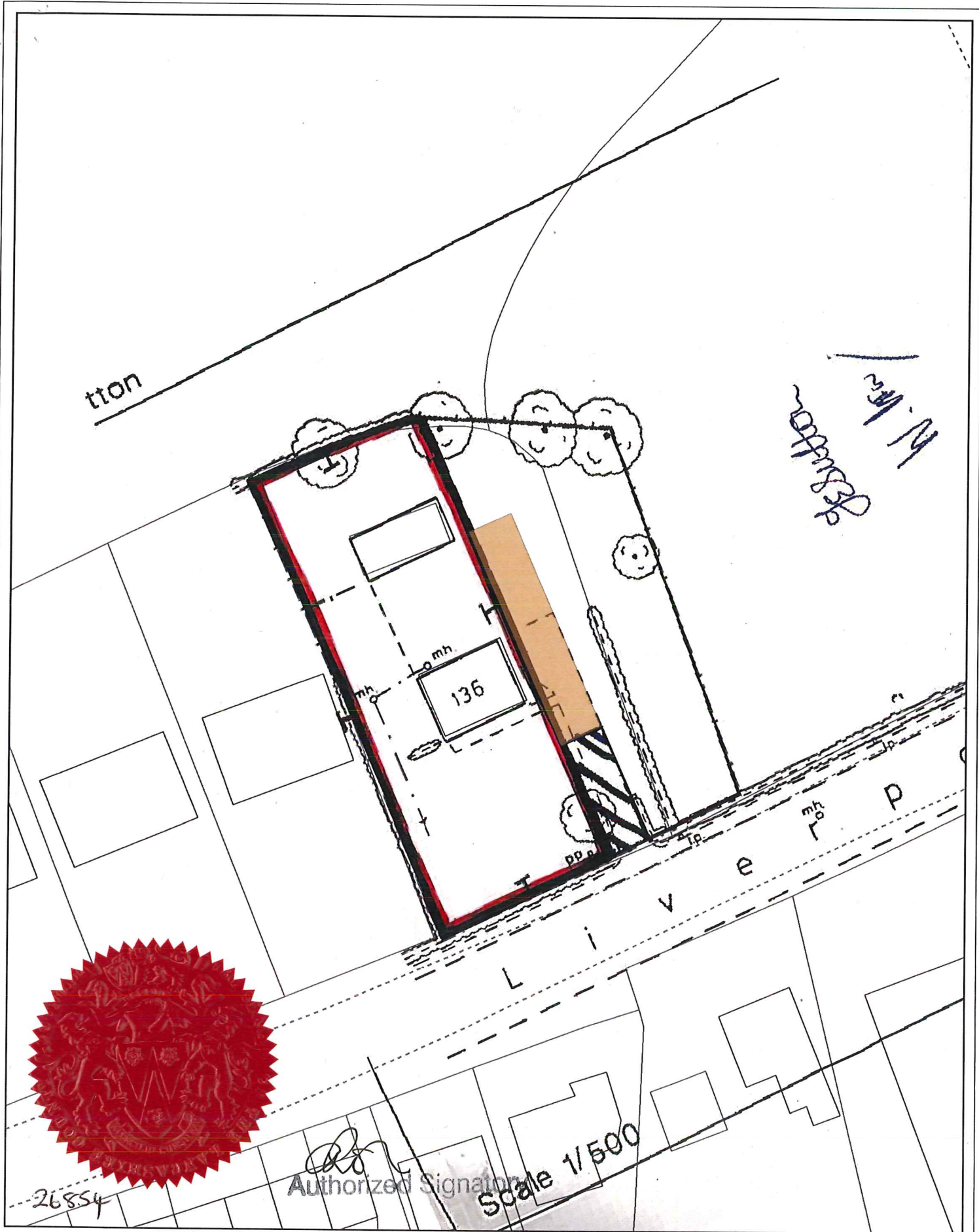
3.2 "Plan 1" means the first plan annexed to this Deed

3.3 "Plan 2" means the second plan annexed to this Deed

3.4 "the Rights" means the rights details of which are set out in the Schedule intended to be granted out of the Servient Land for the benefit of the adjoining public highway

3.5 "the Dominant Land" means 136 Liverpool Road, Hutton, Lancashire and for the purposes of identification only edged red on Plan 1 and edged blue on the Plan 2.

3.6 "the Servient Land" means that part of the land comprised within title number LA688305 and for the purposes of identification only edged in red on the Plan 2.



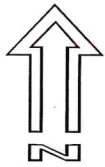
HUTTON
136 Liverpool Road

Original scale: 1:500 @ A4

Scale should always be verified in case of unintentional distortion during reproduction

4 2 0 4 8 12 16 Meters

Grid Ref: SD4926ne	Plan Ref: v1.3p
File Ref: EST/GAJ	Date: 27.06.16
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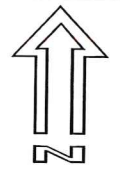
HUTTON
Land at Liverpool Road

Original scale: 1:2,500 @ A4

20 10 0 20 40 60 80
Meters

Scale should always be verified in case of unintentional distortion during reproduction

Grid Ref: SD4926	Plan Ref: v1.26p
File Ref: EST/ER	Date: 21.02.18
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- 3.7 "Vehicles" means any private domestic motor vehicles in addition to any commercial vehicles from time to time that are reasonably necessary to service the property
- 3.8 Clause and Schedule headings do not form part of this Deed and must not be taken into account in its construction or interpretation
- 3.9 The expressions "the Grantor" and "the Grantee" shall include their respective successors and persons deriving title under them or either of them
- 3.10 References to clauses and schedules in the absence of anything expressed to be the contrary are references to the clauses and schedules of this Deed
- 3.11 References to any statute include reference to any statutory amendment modification or re-enactment of such statute and to all delegated legislation made under it
- 3.12 Where any party comprises more than one person the duties liabilities and obligations of that party shall be joint and several duties liabilities and obligations of those persons
- 3.13 Words importing any one gender include every other gender
- 3.14 Words importing the singular number include the plural and vice versa

4. GRANT

In Consideration of the payments of One pound (£ 1.00) now paid by the Grantee to the Grantor (the receipt of which sum the Grantor now acknowledges) the Grantor with full title guarantee GRANTS to the Grantee the Rights **TO HOLD** to the Grantee in fee simple

5. INDEMNITY

The Grantee covenants with the Grantor to keep the Grantor indemnified from and against any act loss damage cost claims expenses or liability suffered by the Grantor as a result of the exercise of the Rights by the Grantee

6. RESERVATION OF RIGHTS AND EXCLUSIVITY

- 6.1 All rights not specifically and expressly included in the Rights are reserved to the Grantor
- 6.2 Unless otherwise stated the Rights are not granted exclusively and are granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights
- 6.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 the Rights shall not be enforceable by any person who is not a party to this Deed

7. PERPETUITIES

It is agreed and declared that the Rights shall be exercisable only if they and their subject matter shall come into existence within a period of **EIGHTY YEARS** from the date of this Deed which period shall be the perpetuity applicable to this Deed

8. GRANTORS COSTS

On completion of this Deed the Grantee shall pay to the Grantor the sum of Three Hundred Pounds (£300.00) towards the Grantors costs incurred in preparing and completing this Deed

9. GRANTEE'S CONTRIBUTION TO MAINTENANCE

The Grantee shall make a reasonable contribution based upon usage (with such contribution to be agreed with the Grantor) towards the maintenance of the Easement Land.

Any dispute arising in regards to the contribution shall be determined by an independent expert, who shall act as an expert and not as an arbitrator. The parties shall agree on the appointment of the expert and the terms of the expert's appointment. In the absence of agreement, either party is entitled to request the President for the time being of the

Royal Institution of Chartered Surveyors to appoint the expert and agree the terms of the expert's appointment. The parties are entitled to make written submissions to the expert. The expert's decision shall be final and binding on the parties in the absence of manifest error or fraud. The expert's fees and any costs incurred by the expert shall be borne by the parties equally or in such other proportions as the expert shall direct.

IN WITNESS of which the Grantor has executed this Deed of Grant as her deed and the Grantee has affixed its Common Seal the day and year first before written

THE SCHEDULE

(The Rights granted by this Deed)

The right of way over that part of the Servient Land as is shown coloured brown on Plans 1 and 2 with or without Vehicles for the purposes of access to and egress from the property known as 136 Liverpool Road Hutton Lancashire, the Dominant Land. For the avoidance of doubt no parking or obstruction of the easement area is to occur.

**THE COMMON SEAL OF
LANCASHIRE COUNCIL**

was hereunto affixed

In the presence of:



Authorised Signatory

SIGNED AND DELIVERED as a Deed by the
said **WILLIAM SUTTON**

in the presence of:

SIGNED AND DELIVERED as a Deed by the
said **JANE ELIZABETH SUTTON**

in the presence of:

was hereunto affixed

In the presence of:

Authorised Signatory

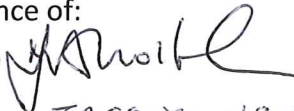
SIGNED AND DELIVERED as a Deed by the
said **WILLIAM SUTTON**

XWS



in the presence of:

WITNESS SIGN



NAME

JACQUELINE ANN WOLFENDEN

ADDRESS

147 LIVERPOOL ROAD
LONGTON
PRESTON PR4 5AB.

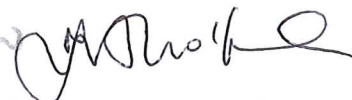
SIGNED AND DELIVERED as a Deed by the
said **JANE ELIZABETH SUTTON**

XJS



in the presence of:

WITNESS SIGN



NAME

JACQUELINE ANN WOLFENDEN

ADDRESS

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