

FOR LAND AT KNOWSLEY HOUSE, CHARLEY WOOD ROAD, KNOWSLEY
INDUSTRIAL PARK, KIRBY, KNOWSLEY, L33 7SG

UNILATERAL UNDERTAKING
PLANNING OBLIGATION BY DEED OF UNDERTAKING
PURSUANT TO SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

(2) KNOWSLEY METROPOLITAN BOROUGH COUNCIL

to

(1) A, T & S PROPERTIES LIMITED

DATE

15 + July

2024

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THIS DEED OF UNDERTAKING is made first day of July 2024

BY

- (1) **A, T & S PROPERTIES LIMITED** registered at Companies House (Company No. 10015382) of 28 George Street, Birmingham, West Midlands, England, B12 9RG ("the Owner")
to
(2) **KNOWSLEY METROPOLITAN BOROUGH COUNCIL** of Municipal Buildings, Archway Road, Huyton, Knowsley, Merseyside, L36 9YU ("the Council")

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
(B) The Owner is the registered proprietor of the freehold title registered at HM Land Registry under title number MS447072.
(C) The Developer submitted the Application 20/00020/FUL to the Council on 12 February 2020.
(D) The Council refused the Application on 12th November 2020 and so the Developer lodged the Appeal on 9 April 2021.
(E) The Appeal with reference APP/V4305/W/21/3272780 was allowed with conditions on the 10th May 2022.
(F) On Monday 19th February 2024 the Developer submitted a further application (reference: 24/00073/FUL) to vary Condition 2 of the planning permission.
(G) The Owner has agreed to enter this Deed of Undertaking in order to secure the planning obligations contained in this Deed of Undertaking.
(H) The Owner agrees that the planning obligations contained in this Deed of Undertaking are necessary to comply with the requirements of regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended).

NOW THIS DEED OF UNDERTAKING WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed of Undertaking the following expressions shall have the following meanings:

- "Act" the Town and Country Planning Act 1990
"Application" the application for full planning permission submitted to the Council for the Development and allocated reference number 24/00073/FUL
"Appeal" the planning appeal lodged with the Planning Inspectorate with the

reference number
APPN4305/W/21/3272780 in relation to
the Council's refusal of the Original
Application.

"Commencement of Development"

the date on which any material
operation (as defined in Section 56(4)
of the Act) forming part of the
Development begins to be carried out
other than (for the purposes of this
Deed of Undertaking and for no other
purpose) operations consisting of site
clearance, demolition work,
archaeological investigations,
investigations for the purpose of
assessing ground conditions, remedial
work in respect of any contamination or
other adverse ground conditions,
diversion and laying of services,
erection of any temporary means of site
enclosure, the temporary display of site
notices or advertisements and
"Commence Development" shall be
construed accordingly.

"Developer"

N INVESTMENTS LTD registered at
Companies House (Company No
11290695) of 22-28 George Street,
Balsall Heath, Birmingham B12 9RG.
The change of use from offices (Use
Class B1) to hotel (Use Class C1)
together with associated parking and
landscaping.
All Items Index of Retail Prices issued
by the Office for National Statistics,
means the date immediately preceding
the 21st January 2022 when the last
firm figure was published for the Index
unless expressly stated otherwise in
this Deed.

"Development"

"Index"

"Indexation Date"

"Index Linked"

means the contribution is to be
adjusted by reference to the amount of
any increase in the applicable Index
over the period from the Indexation
Date to the last, firm figure published
for the Index for the month
immediately prior to payment of the
relevant contribution to the Council (or
where the Owner is required by this
Deed to apply a specified sum or make

"Interest"	sum for the specified purpose) interest at 3% (three per cent) above the base lending rate of National Westminster Bank PLC from time to time.
"Inspector"	the inspector appointed by the Secretary of State who determined the Appeal in relation to the refusal of the Original Application
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including temporary occupation by personnel engaged in construction, fitting out or decoration or temporary occupation for marketing or display or in relation to security operations.
"Original Application"	the application for full planning permission submitted to the Council for the Development and allocated reference number 20/00020/FUL.
"Plan"	the plan attached to this Deed of Undertaking at the Fifth Schedule the planning permission subject to conditions to be granted by the Council pursuant to the acceptance of this Deed.
"Site"	the land against which this Deed of Undertaking may be enforced as shown edged red on the Plan and described in the first Schedule.
"Tenant"	the proprietor of the leasehold title registered at HM Land Registry with title number MS481407 being Roof Space at Knowsley House, Charley Wood Road, Knowsley and their successor in title number MS481407

2. CONSTRUCTION OF THIS DEED OF UNDERTAKING

2.1. Where in this Deed of Undertaking reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed of Undertaking.

2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6. References to any party to this Deed of Undertaking shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.

2.7. The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

3.1. This Deed of Undertaking is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers

3.2. The covenants, restrictions and requirements under this Deed of Undertaking create planning obligations pursuant to Section 106 of the Act and are entered into with the intention that they bind the Owner's interests in the Site and their respective successors and assigns and are enforceable by the Council as local planning authority against the Owner subject to section 5.2 below.

4. CONDITIONALITY

4.1. This Deed of Undertaking shall come into effect only upon the grant of the Planning Permission PROVIDED ALSO THAT unless and until Commencement of Development nothing in this Deed of Undertaking shall oblige the Owner to comply with the covenant on its part contained in the Second Schedule of this Undertaking.

5. THE OWNER COVENANTS

- 5.1. The Owner covenants with the Council as set out in the Second Schedule.
- 5.2. For the avoidance of doubt the Tenant shall not in any way be liable or responsible for any loss or expense which the Owner may sustain or incur in the execution of the covenants with the Council as set out in the Second Schedule.

6. MISCELLANEOUS

- 6.1. This Deed of Undertaking shall be registrable as a local land charge by the Council.
- 6.2. Insofar as any clause or clauses of this Deed of Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed of Undertaking.
- 6.3. This Deed of Undertaking shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 6.4. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed of Undertaking after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.5. Nothing in this Deed of Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) or not on after the date of this Deed of Undertaking.
- 6.6. Nothing contained or implied in this Deed of Undertaking shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 6.7. And any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party as detailed in this agreement or such other address notified in writing to the other party from time to time.

7. WAIVER

7.1. No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed of Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8. CHANGE IN OWNERSHIP

8.1. The Owner agrees to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed of Undertaking have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

9. INDEXATION

9.1. Any sum referred to in the Second Schedule shall be Index Linked.

10. INTEREST

10.1. If any payment due under this Deed of Undertaking is paid late, Interest will be payable from the date payment is due to the date of payment.

11. VAT

11.1. All consideration given in accordance with the terms of this Deed of Undertaking shall be exclusive of any value added tax properly payable.

12. JURISDICTION

12.1. This Deed of Undertaking is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

13. DELIVERY

13.1. The provisions of this Deed of Undertaking (other than this clause which shall be of immediate effect) shall be of no effect until this Deed of Undertaking has been dated.

IN WITNESS whereof the parties hereto have executed this Deed of Undertaking
on the date hereof.

EXI
Pro
MO

EF

In the presence of:

Signature of w

Name (in BLOCK
CAPITALS):

Address: 28

m

FIRST SCHEDULE
Details of Owner's Title and Description of the Site

Details of the Owner's Title

The freehold title registered at HM Land Registry under title number: MS447072

Description of the Site

The land known as Knowsley House,
Charleywood Road, Knowsley Industrial
Park, Kirkby, Knowsley, L33 7SG.

Tenant

There is a leasehold title registered at HM
Land Registry under title number MS481407
in relation to the roof only and not related
to this Deed of Undertaking.

SECOND SCHEDULE THE OWNER'S COVENANTS WITH THE COUNCIL

SOCIAL VALUE

Local Policy Background

(A) These obligations are entered into in accordance with the Knowsley Local Plan Core Strategy, including policies CS2: Development Principles, CS4: Economy and Employment and CS27: Planning for and Paying for New Infrastructure (2016), and the terms of the Council's current Adding Social Value to Development: Employment and Skills Supplementary Planning Document (2018) and the Developer Contributions Supplementary Planning Document (2016) and associated documents.

Interpretation

1. In this Schedule the following words and phrases shall have the meanings:

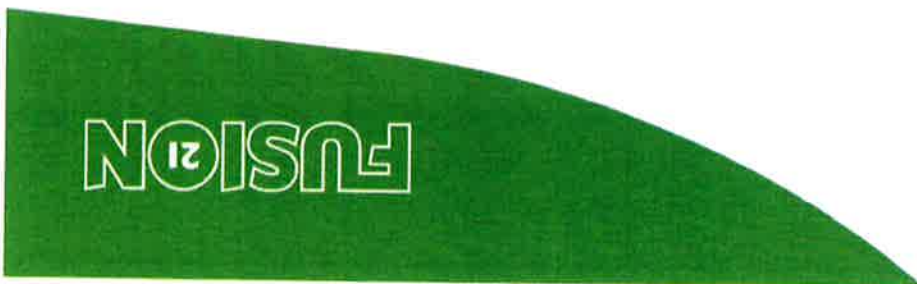
- 1.1. "Social Value Strategy" means a construction based social value strategy and the social value weeks forecast attached at Appendix One which seeks to maximise opportunities for residents of Knowsley through:
- 1.1.1. The creation of job opportunities;
- 1.1.2. The provision of skills training;
- 1.1.3. The means for advertising all vacancies (including subcontractor organisation vacancies) which arise during the construction phase of the Development and the end use;
- 1.1.4. Identifying appropriate training courses and assisting applicants for employment who are not currently qualified for a particular vacancy to obtain the necessary training and qualifications;
- 1.1.5. The means of recruitment of local staff through Knowsley Works, Job Centre Plus and other professional recruitment partners, and
- 1.1.6. The means of ensuring and promoting equal opportunities as part of the employment process.

- 1.2. "Social Value Contribution" shall mean the sum of £3,409.80 (Three thousand four hundred and nine pounds and eighty pence) as a contribution towards supporting the provision of social value delivery relevant to the Development approved under the Original Application and the subsequent Application.
- 1.3. "Social Value Monitoring Fee" shall mean the sum of £2,273.20 (Two thousand two hundred and seventy three pounds and twenty pence) as a contribution towards the approval of the Social Value Strategy and monitoring social value delivery relevant to the Development approved under the Original Application and the subsequent Application payable in accordance with the 2018 SPD.

Covenants

2. The Owner covenants with the Council as follows:

- 2.1. Upon Commencement of Development the Owner shall pay the Social Value Contribution and the Social Value Monitoring Fee to the Council and the Owner shall not Commence the Development further until the Social Value Contribution and the Social Value Monitoring Fee has been paid to the Council.
- 2.2. The Owner shall implement the Social Value Strategy with effect from Commencement of Development through to the commencement of the end use of the Development to maximise the employment and training opportunities arising in the course of the construction of the Development and the completed Development for the benefit of the residents of Knowsley and the surrounding area.
- 2.3. The Owner shall thereafter implement the approved Social Value Strategy and shall provide regular reports when reasonably requested by the Council or its authorised agents on the employment and training opportunities.
- 2.4. The Owner shall co-operate with the Council and its authorised agents and otherwise facilitate the monitoring by the Council of the delivery by the Owner of the Social Value Strategy.



Social Value Strategy

Non-Residential Development

Date: 04/03/2020

Fusion21 Ref:

Developer Name: N. Investments Ltd

Planning Ref: 20/00020/FUL

Site Name/Address: Knowsley House, Charley Wood Road,
Knowsley Industrial Park, Kirby, Knowsley, L33 7SG

Social Value Strategy

It is a planning condition that N. Investments Ltd submit a social value strategy for the development at Knowsley House, 1 Charley Wood Road, Knowsley, Liverpool, L33 7SG, planning reference 20/00020/FUL. On approval of this plan by KMBBC it will form a compliance document and will be implemented by N. Investments Ltd through its contractor/works package contractors supported by a site-specific social value delivery plan which Fusion 21 will develop with the contractor (once appointed) unless otherwise agreed with KMBBC. Fusion 21 have been engaged by KMBBC for the delivery of this overarching strategy and subsequent strategies for applications for the duration of the development/build.

The Section 106 Agreement indicates a target for social value weeks delivery which is the overall aim, it should be noted however elements this target may require flexibility by Knowsley Metropolitan Borough Council (KMBBC). KMBBC shall approve the SVS in accordance with the terms of the Agreement.

The SVS has been prepared in consultation with Fusion21 and in accordance with the KMBBC "Adding Social Value to Development" supplementary planning document (SPD) adopted in September 2018.

In accordance with item 4.11 of the SPD, the Council would especially like to see Developers/Contractors commit to delivering as many of the following measures as is practicably achievable:

- Provision of apprenticeships (or trainees where apprenticeships are not possible) for Knowsley residents aged under 25, which can be from the construction or end use phases, or a combination of the two;
- Provision of employment opportunities in the end use phase and which have appropriate support to make them suitable for long-term unemployed Knowsley residents (ie those who have been out of work for at least two years);
- Provision to notify the Council or any other agency nominated by the Council, of job vacancies arising from both the construction and end use occupation; and
- Provision for the delivery of bespoke pre-employment and skills training for Knowsley residents that will provide them with the skills to access the jobs that are being created.

Activity Profile:

Typical examples of the activities that developer, contractors and their supply chain are expected to undertake in support of the above measures include the following:

- Targeted recruitment and training requirements, ensuring that apprenticeships and other work opportunities for Knowsley residents help to alleviate unemployment;
- Targeted vacancy filling, maximizing the use of employment support partners;
- Work placements for Knowsley residents designed to support education and learning;
- Participation in education initiatives, supporting the transition between school and work;
- Support the local supply chain, helping to develop a wider business base;

■ Provision of opportunities for social enterprises, which have explicit social, economic and environmental aims; and

■ Participating in fora created to promote community development, maximising benefits of a strong voluntary and community sector.

Although this document records the formal strategy, the above list is not exhaustive and Fusion21 will apply a flexible approach to compliance and achieving the targets with the works package contractors in accordance with the applicable SPD.

A wide range of other local employment and training measures may also be secured through this Social Value Strategy, and further examples are provided in Appendix 1 of the SPD.

Our Strategy

Fusion21 will use its forecasting model to determine the total number of social value weeks that will be required based on the type of project, the construction cost and its duration. (Note: this has been done and is forecast to be 206 weeks).

In order to meet the requirements of the strategy it has been agreed that:

- In consultation with Fusion21 the Contractor will develop a social value delivery plan detailing job/apprenticeship opportunities and other social value activities to be carried out. This will be shared with local services via the Fusion21 social value steering group (SVSG);
- The contractor and their subcontractors will ensure that all vacancies are referred to Fusion21 in the first instance with the aim of recruiting Knowsley residents via the SVSG; however, if vacancies cannot be filled via this route they may recruit elsewhere;
- The contractor will advise Fusion21 of their preferred local labour agency;
- The contractor/subcontractors will support short term voluntary work placements for unemployed adults and NEETs either directly or through supply chain where safe and practicable. Candidates will not be under 16 years of age (unless KMBC are satisfied that adequate safeguarding procedures are in place) and will have completed appropriate Health and Safety training;
- The developer/contractor will engage with Fusion21 to ensure the provision for delivery of bespoke pre-employment and skills training for Knowsley residents that will provide them with the skills to access the jobs that are being created;
- The contractor will ensure that Fusion21 are provided with all necessary information to be able to monitor outcomes.

End user social value:

- At the earliest possible opportunity, the end user will (with assistance from Fusion21) complete an employment and skills matrix detailing future employment needs and required skills/qualifications. This matrix will be used by Fusion21 and the social value steering group to deliver pre-employment and other training to Knowsley residents to prepare them for upcoming opportunities.
- The end user will be offered guaranteed interviews to Knowsley residents who have participated in pre-employment/other training as above, however if the candidates are not suitable, they may recruit from elsewhere.

Social Value Through Planning

Social Value Weeks

Date: 04/03/2020
Planning Reference: 20/00020/FUL

Address:

Knowsley House Charley Wood Road Knowsley Industrial Park Kirkby Knowsley L33 7SG

Development Overview:

CHANGE OF USE FROM OFFICES (USE CLASS B1) TO HOTEL (USE CLASS C1) TOGETHER WITH ASSOCIATED PARKING AND LANDSCAPING

Planning / Development Information

Planning Classes	Development Type	Area m2
C1 Hotels	Hotel - mid range	4,546

Social Value Contribution

EET/Social weeks forecast	End use opportunity potential	Financial Contribution
206	Medium	£5,683

Key Contacts

LA Planning	Developer	Fusion21
		Rachael Atkin

This forecast has been produced using Fusion21's bespoke target forecasting model. This uses building prices per m2 by planning class sourced from Spon's Architects and Builders Price Book to forecast the labour requirements of the development. The target number of weeks (termed 'Employment and Skills' or 'Social Value' weeks) is driven by regional historical information, CSN data from CITB and LMI data indicating future skills gaps.

All data is updated annually to reflect any fluctuations in building price and industry predictions.

**FOURTH SCHEDULE
TITLE DOCUMENTS**

HM Land Registry



**Official copy
of register of
title**

- Title number MS447072 Edition date 03.09.2019
- This official copy shows the entries on the register of title on 17 APR 2024 at 11:51:35.
 - This date must be quoted as the "search from date" in any official search application based on this copy.
 - The date at the beginning of an entry is the date on which the entry was made in the register.
 - Issued on 17 Apr 2024.
 - Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
 - This title is dealt with by HM Land Registry, Birmensthead Office.

A: Property Register

This register describes the land and estate comprised in the title.

MERSYSIDE : KNOWSLAY

- 1 (04.01.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Knowsley House, Charleywood Road, Knowsley Industrial Park, Liverpool (L33 7SG).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (11.11.2016) PROPRIETOR: A, T & S PROPRIETORS LIMITED (Co. Regn. No. 10015382) of 28 George Street, Balsall Heath, Birmingham B12 9RG.
2 (11.11.2016) The value as at 11 November 2016 was stated to be under £100,000.
3 (11.11.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
4 (11.11.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the lease referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
5 (03.09.2019) RESTRICTION: No disposition of the registered estate, other than a disposition by the proprietor of any registered charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their conveyancer that written notice of the disposition was given to Nouran Shareef at Chadwick Court, Chadwick Lane, Knowle, Solihull B93 0AS.

Title number MS447072

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (04.01.1983) A Conveyance of land in this title and other land dated 3 February 1943 made between (1) The Right Honourable Hugh William Osbert Earl of Selton (Vendor) and (2) The Minister of Supply (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants here to.

2 (04.01.1983) The land is subject to the following rights granted by the Conveyance dated 3 February 1943 referred to above:-

THE Purchaser so far as he can lawfully do so but not further or otherwise hereby grants unto the Vendor in fee simple the rights and easements specified in the Fifth Schedule here to to the intent and purpose that the said rights and easements shall be for ever appurtenant to the adjoining land of the Vendor situate in the parishes of Kirkby and Simonwood

THE FIFTH SCHEDULE above referred to

Rights and Easements granted to the Vendor

1. Full and uninterrupted flow and passage in perpetuity at all times through the new water main pipe (constructed by the Purchaser) from the point C to the point D marked in red on the said plan of all water belonging to and brought to the point C by the St Helens Corporation or by any other body or person and from the new water main pipe to all properties of the Vendor and his sequel in estate which now are or hereafter may be connected to the new water main pipe by main and service pipes

2. Full and free right in perpetuity at all reasonable times to connect to any point on the new water main pipe and service pipes for the supply of water to any part or parts of the property of the Vendor and his sequel in estate

NOTE: Point C referred to is to the south east at the junction of Cooper's Lane and Molly's Lane. Point D referred to was not shown on the Conveyance plan supplied on first registration.

3 (04.01.1983) The land is subject to the following rights reserved by and mentioned in a Conveyance of the land in this title and other land dated 27 March 1952 made between (1) The Minister of Supply (Vendor) and (2) Liverpool Corporation:-

Except nevertheless and reserving unto the Vendor the right for the Vendor or other the owner or owners for the time being of the neighbouring Hostels sites of the Vendor shown coloured blue on the said plan or any part thereof and his and their lessees tenants and others duly authorised by them and all others now enjoying such right the gas main pipe which passes through the said land and supplies (inter alia) the said Hostels sites and is shown by a broken red line on the said plan annexed hereto and in part in greater details by a red line on the inset plan on the said plan and the sole and exclusive right for the Vendor or other the owner or owners as aforesaid and his and their tenants and lessees to maintain and use the foul drain indicated by a line on the said plan and in greater detail in the said inset plan with the right to discharge sewage from the said Hostels sites through the said drain into the sewage plant on the said land and the right to enter upon the said land for the purpose of maintaining the said gas pipe and drain

Subject nevertheless to

all such public and private rights (if any) as may be still existing over or in respect of the sites of the roads within the area verged red on the plan annexed hereto which were in existence prior to the Third day of February One thousand nine hundred and forty three

(6) such rights (if any) as the British Transport Commission may have

C: Charges Register continued

Title number MS447072

(7) Such rights if any as Her Majesty's Postmaster General may have in the buildings plant and equipment used for telephone and broadcasting services within the said area and

(8) all other lease tenancies services tenancies and agreements (if any) affecting the said land or the rights hereby conveyed and subsisting at the date hereof).

NOTE: copy plan filed under MS192978.

(03.02.1988) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 16 January 1988 made between Electricity Board:-

"WHEREAS

(1) The Grantor is registered at Land Registry as Proprietor with Absolute Title under title numbers MS192979 and MS233110 of the said land as hereinafter defined

(2) The Board are an Area Board constituted by Section 1 of the Electricity Act 1947 for the area in which the said land is situated and the rights and liberties hereinafter described are required by the Board for the purposes of its statutory functions

(3) The Grantor has agreed to sell and the Board have agreed to purchase the said rights and liberties at the price of one pound

NOW THIS DEED WITNESSETH as follows :-

1. IN PURSUANCE of the said agreement and in consideration of the sum of ONE POUND (£1.00) now paid by the Board to the Grantor (the receipt whereof the Grantor hereby acknowledges) the Grantor as Beneficial Owner HEREBY GRANTS unto the Board FULL RIGHT AND LIBERTY for the Board to lay down and construct (so far as not already in existence) and thereafter to use maintain repair renew inspect remove and replace electric cables and works (together hereinafter referred to as "the electric lines") in the position approximately indicated by red lines on the plan annexed hereto within and under land (herein referred to as "the said land") at Knowsley House Charleywood Road Knowsley aforesaid AND ALSO FULL RIGHT AND LIBERTY for the Board at its own expense and in a proper and workmanlike manner to fell top or cut from time to time all trees and coppice wood or the roots thereof which now or hereafter may be standing on the said land which would if not felled topped cut or removed obstruct or interfere with the exercise of the rights hereinafter granted or the working of the electric lines AND ALSO FULL RIGHT AND LIBERTY for the Board and all persons authorised by it from time to time and at all times hereafter to enter and be upon the said land with or without all necessary machinery plant vehicles and apparatus and to break up the surface for all or any of the purposes aforesaid TO HOLD the same unto the Board in fee simple

2. THE Board HEREBY COVENANT with the Grantor that the Board will make good to the reasonable satisfaction of the Grantor any damage caused by its employees in constructing maintaining repairing renewing removing and replacing the electric lines and will at all times keep the Grantor indemnified against all losses damages or expenses which he may suffer or incur by reason of or on account of any wrongful act neglect or omission of the Board its servants agents or licensees in connection with the construction maintenance repair renewal inspection removal or replacement of the electric lines except such as may be due to or caused by or arise out of the wrongful act neglect or omission or the contributory negligence of the Grantor his tenants or his or their employees."

NOTE: Title number MS233110 has now been closed on merger. The red lines referred to are shown by brown lines on the filed plan so far as they affect the land in this title.

(03.02.1988) The Deed dated 16 January 1988 referred to above contains

Title number MS447072

C: Charges Register continued

the following covenants :-

- 6 (20.08.2001) A Transfer of the land in this title dated 2 July 2001 made between (1) Knowsley Borough Council and (2) Value Ventures Limited contains covenants.
- NOTE: Original filed.
- 7 (20.08.2001) The land is subject to the rights reserved by the Transfer dated 2 July 2001 referred to above.
- 8 (12.12.2003) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereafter.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 3 February 1943 referred to in the Charges Register:-
- THE Purchaser to the intent and so that the covenants hereinafter contained shall be binding on the respective portions of the said premises therein mentioned into whosesoever hands the same may come but not so as to render the Purchaser liable in damages for any breach thereof occurring after he shall have parted with all interest in such portion of the said premises or the part thereof in respect of which any such breach shall occur doth hereby covenant with the Vendor and his successors in title the owner or owners for the time being of such part of the Vendor's adjoining property as are respectively mentioned in the stipulations mentioned in the first part of the Fourth Schedule hereto that the Purchaser and his successors in title will at all times hereafter in relation to the respective portions of the said premises therein mentioned observe and perform the said stipulations contained in the said first part of the Fourth Schedule hereto
- THE FOURTH SCHEDULE above referred to
- stipulations to be observed by the Purchaser
- PART 1

NEGATIVE COVENANTS

1. Not to make or construct any road (other than the new road of bye-law width constituted by the Purchaser on the said premises along the boundary between the points marked A and B and C in red on the said plan annexed hereto and herein referred to as "the new road") on same shall have a frontage to the said boundary without first obtaining the consent of the Vendor (such consent not to be unreasonably withheld)
2. Not without the consent in writing of the Vendor or his assigns in title being the owner or owners for the time being of such of the adjoining land of the Vendor as is comprised within "the protected area" as defined in the first part of the Sixth Schedule hereto to pump from bore-holes now or hereafter constructed on such part of the said premises as is comprised within the protected area nor without the like consent to pump water from any source in excess of the said quantity

Schedule of restrictive covenants continued

Title number MS447072

through the Pilkington pipe line provided that nothing in this clause contained shall be deemed to prevent the Purchaser or any person claiming under him from pumping water in excess of the said quantity from any borehole or boreholes on any part of the said premises for the sole and only use of supplying such water to any farmhouse or agricultural building or buildings including agricultural cottages now erected or hereafter to be erected on such part of the said premises as is within the protected area.

NOTE: Points A and B referred to mark the approximate site of North Perimeter Road. Point C referred to lies to the south east at the junction of Cooper's Lane and Molly's Lane. "The protected area" referred to is defined in the first part of the Sixth Schedule as being the land within a radius of one mile from the pumping station which is situated between Aconfield Road and Perimeter Road and lies to the east of the land in this title. The land in this title falls within "the protected area"

Schedule of notices of leases

Registration date	Property description	Date of lease and term	Lessee's title
12.12.2003	Roof Space at Knowsley House	03.07.2003	MS481407
edged blue		999 Years from	
		3.7.2003	

End of register

FIFTH SCHEDULE PLAN

HM Land Registry
Official copy of
title plan
Title number **MS447072**
Ordnance Survey map reference **SJ42985E**
Scale **1:1250**
Administrative area **Merseyside : Knowsley**

