

THIS DEED OF GRANT is made the Fourth day of March One thousand nine hundred and sixty four BETWEEN A.J.J. INVESTMENT COMPANY LIMITED whose registered office is now situate at 21 The Avenue Southampton (hereinafter called "the Owners") of the one part and CITIZENS CITY THE MAYOR ALDERMEN AND BURGESSES OF THE COUNTY-BOROUGH OF SOUTHAMPTON (hereinafter called "the Corporation") of the other part

WHEREAS the Owners are seised in fee simple in possession free from incumbrances of a piece of land (hereinafter called "the land") having a width throughout of Fifteen feet or thereabouts situate in the Parish of Botley in the County of Hants and shown coloured pink on the plan annexed hereto and have agreed to grant to the Corporation the easement hereinafter mentioned in and under the land upon the terms and conditions hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement the Owners as Beneficial Owners HEREBY GRANT unto the Corporation the easement or right of laying a water main or mains and ancillary works (which main or mains and ancillary works are hereinafter collectively called "the works") in and under the land TOGETHER WITH the right of entering upon the land at all reasonable times for the purpose of inspecting maintaining cleansing repairing renewing enlarging tapping using working and obtaining access to the works TO HOLD the same unto the Corporation in perpetuity the Corporation paying to the Owners the sum of Ninety seven pounds which payment is to be made on the execution of this deed
2. The Owners hereby covenant with the Corporation that they will not at any time hereafter:-
 - (a) do or suffer to be done upon the land or upon any part of their adjoining or neighbouring property any act or thing which may in any way damage interfere with or affect the works or the purity or flow of water carried thereby or prevent hinder or obstruct the access of the Corporation to the works in accordance with the terms of this grant
 - (b) erect or permit to be erected or placed over the land any buildings or any machinery goods vehicles or materials of a heavy nature which may cause damage injury or disturbance to the works or interfere with the Corporation's access thereto
 - (c) remove any soil or material from the land without the permission of the Corporation and if permission is granted the cost of any consequent lowering of the works in order to enable a soil cover of at least three feet to be maintained shall be borne by the Owners or other persons to whom such permission is granted
 - (d) raise the level of the land so that the works become more deeply buried
3. The Owners hereby further covenant with the Corporation that during the carrying out of any works by the Corporation pursuant to this grant the Owners will allow the Corporation their officers servants and contractors access to their adjoining land PROVIDED THAT the Corporation shall not at any time seek access to a greater total width than thirty feet (including the width of the land)
4. The Owners also hereby grant to the Corporation:-
 - (a) the right to tap the said water main or mains at any convenient point for the purpose of affording supplies therefrom to consumers

(b) the right to fix maintain inspect renew or replace surface boxes of cast iron or other materials over any valves or other fittings in connection with the works _____

5. The Corporation hereby covenant with the Owners:-

(a) to make good to the reasonable satisfaction of the Owners any damage which may be caused to the land or to crops by the exercise by the Corporation of the rights granted by this Deed

(b) to pay the reasonable and proper charges of the Owners' solicitors and surveyors in connection with the approval of this Deed _____

6. 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 four thousand five hundred pounds

IN WITNESS whereof the Owners and the Corporation have caused their respective Common and Corporate Seals to be hereunto affixed the day and year first before written _____

THE COMMON SEAL of A.J.J. INVESTMENT

COMPANY LIMITED was hereunto affixed)

in the presence of:-



[Redacted] Director

[Redacted] Secretary

THE CORPORATE SEAL of THE CORPORATION

was hereunto affixed by Order of the

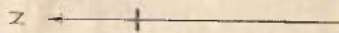
Council in the presence of:-



Mayor

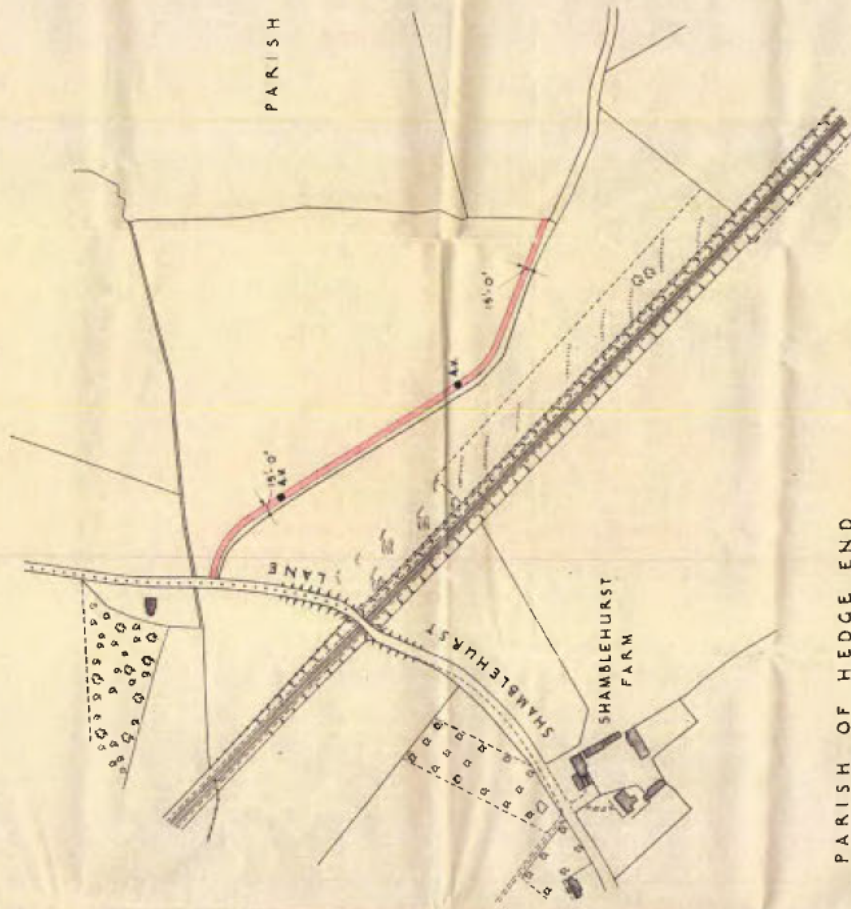


[Redacted] Town Clerk



PARISH OF WEST END

PARISH OF DOTLEY



KEY :

PROPOSED EASEMENT SHOWN THUS 