

Dated 3rd. October 19 52

The Urban District Council of N

- and -
**Merseyside and North
Wales Electricity Board**

Agreement

relating to ~~Cable~~ Lines at

Verdin Park, Northwich

44A

Terminated 31/12/60.

An Agreement made this third day of October 1952

BETWEEN THE URBAN DISTRICT COUNCIL OF NORTHWICH in the County of Chester by the hand of Harold Grantham their Clerk for the time being

(hereinafter called the "Grantors") of the one part and the MERSEYSIDE and NORTH WALES ELECTRICITY BOARD (hereinafter called "the Grantees") of the other part.

WHEREAS the Grantees have requested the Grantors to allow them to ~~(lay underground cables)~~ (erect poles and electric wires upon and over) the Grantors' land at Verdin Park Northwich in the County of Chester and the Grantors have consented thereto on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS AS FOLLOWS:—

1. The Grantees may for the purpose of transmitting electrical energy ~~(lay underground cables)~~ (erect poles and attach wire conductors and stay wires thereto) (hereinafter called "the apparatus") in upon and over the Grantors' land at Verdin Park Northwich aforesaid approximately along the route shown by red lines on the plan hereto annexed and may during the continuance of this Agreement maintain inspect and remove the whole or part of the said apparatus.

2. The Grantees shall pay to the Grantors in respect of the said easement the yearly rent mentioned in the Schedule hereto. The first payment shall be made on the completion of this Agreement and all subsequent payments shall be due and payable in advance on the first day of July in each year.

3. The Grantees shall execute all works under these presents at reasonable times with all reasonable despatch and to the satisfaction of the Grantors and shall restore and make good to the like satisfaction any land buildings or property of the Grantors interfered with in the execution of the said works and shall not in the execution thereof cause any unnecessary damage or injury to or impede the free and uninterrupted use of the Grantors' land buildings and property.

4. The Grantees shall at all times keep the Grantors indemnified against all damages losses or expenses which the Grantors or the Grantees may incur in the execution of any works under these presents or by reason of any accident to the apparatus or any negligence of the Grantees in connection therewith and shall make good any damage caused to the surface of the said land or the said buildings or the property thereon or therein of the Grantors or their tenants by the user of the apparatus provided that the Grantors shall as soon as practicable give notice in writing to the Grantees of any such damages, losses or expenses suffered or incurred by the Grantors and shall not settle any claims in respect thereof without the consent of the Grantees. Any dispute or difference arising under this clause shall be submitted to arbitration in manner provided by the Arbitration Acts, 1889 to 1950, or any statutory modification thereof.

6. If there shall be any breach or non-observance of any of the provisions hereinbefore contained and on the part of the Grantees to be observed and performed then the Grantors may determine this Agreement on giving to the Grantees six calendar months notice in writing of their intention in that behalf.

6. If there shall be any breach or non-observance of any of the provisions hereinbefore contained and on the part of the Grantees to be observed and performed then the Grantors may determine this Agreement on giving to the Grantees six calendar months notice in writing of their intention in that behalf.

8. The Grantors hereby declare that the consent of the tenants or users of the said land has been obtained to the laying or erection of the apparatus.

8. The Grantors hereby declare that the consent of the tenants or users of the said land has been obtained to the laying or erection of the apparatus.

AS WITNESS the hands of the Grantors and of ROBERT BRUCE MORRIS on behalf of the Grantees.

.....	yards of Underground Cables at 1/- per 100 yds.	=	£
3	poles &c.,	at 1/- each	= £ - 3. 0.
1	stay		= £ - 1. 0.
.....			= £
.....			= £
.....			= £
.....			= £
.....			= £
			£ - 4. 0.