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Title Number WYK373096

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DEED is made the 11th day of September 1991
BETWEEN GEOFFREY OATES and PHYLLIS OATES both of 20
Rothwell Drive Halifax West Yorkshire (hereinafter
called "the Owner") of the one part and GRAHAM ARTHUR HOLDSWORTH of
27 Clover Hill Villas Clover Hill Road Halifax aforesaid
(hereinafter called "the Grantee") of the other part

WHEREAS

- (1) The Owner is the estate owner of the fee simple in possession free from incumbrances of the property known as 20 Rothwell Drive Halifax aforesaid shown edged red ("the red land") on the plan annexed hereto ("the plan")
- (2) The Grantee is the estate owner of the fee simple in possession free from incumbrances of the adjacent land shown edged green ("the green land") on the plan
- (3) The parties hereto have recently agreed that a sewer or drain shall be laid for the benefit of the green land beneath the surface of the red land and connected with the sewer as marked on the plan



SEQ85

NOW THIS DEED WITNESSETH as follows:-

1. **IN PURSUANCE OF THE SAID AGREEMENT AND IN CONSIDERATION** of the sum of £800.00 now paid by the Grantee to the owner (the receipt whereof the Owner hereby acknowledges) the Owner as Beneficial Owner hereby grants unto the Grantee full right and liberty for the Grantee and his successors in title the owners

and occupiers of the green land and his and their respective servants and licensees to lay use and maintain a sewer for the passage of water and soil from the green land along the line shown coloured blue on the plan beneath the surface of the red land and to join into and (in common with others having the like right) to use the existing sewer at the rear of No 20 Rothwell Drive aforesaid as shown making good at his own expense all damage or disturbance which may be caused by such laying use or maintenance and the right for those purposes only to enter upon the red land **TO HOLD** the same **UNTO** the Grantee in fee simple

2 **THE GRANTEE** hereby covenants with the Owner as follows:-

(a) to complete the said installation within a reasonable time from the date hereof:

(b) not to place any manhole on the red land:

(c) not to damage the existing stone boundary wall belonging to the red land, and

(d) to forever maintain the sewerage pipe in good condition at his own expense and to indemnify the Owner against all claims by any person in respect of damages done by the said works or by reason of the escape of soil or water due to any want of repair by the Grantee

3 **THE** Owner hereby acknowledges the right of the Grantee to the production of a Conveyance dated the 15th day of June 1966 and made between David Anthony Armitage and Kaye Armitage of the one part and the Owner of the other part and to delivery of

copies thereof and undertakes with the Grantee for the safe custody of the same

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written.

SIGNED AS A DEED by the said)
GEOFFREY OATES in the)
presence of :-)

Geoffrey Oates

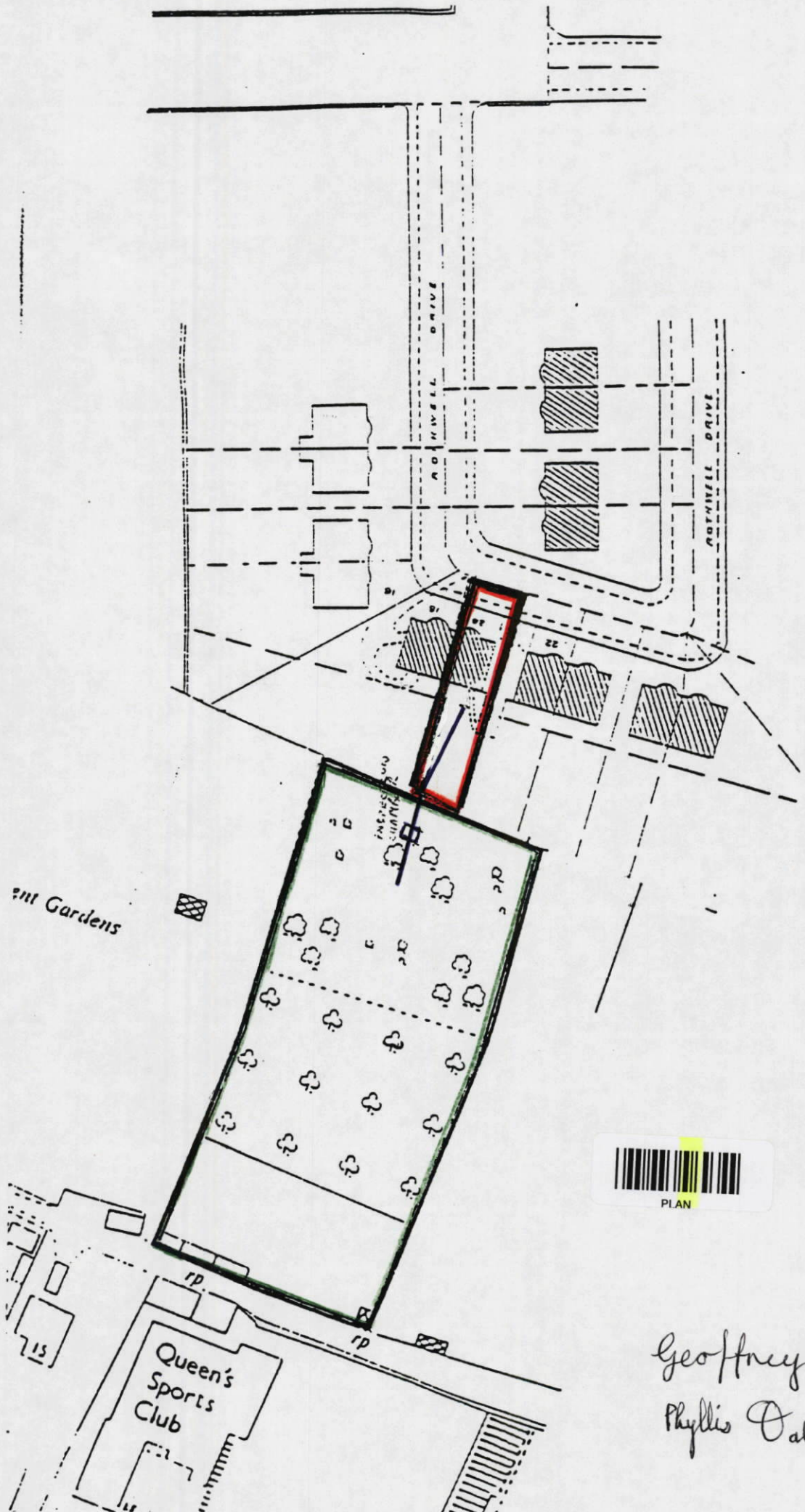
*M. A. HEPSWORTH
SOLICITOR
HALIFAX*

SIGNED AS A DEED by the said)
PHYLLIS OATES in the)
presence of :-)

Phyllis Oates

*SOLICITOR
HALIFAX*

SIGNED AS A DEED by the said)
GRAHAM ARTHUR HOLDSWORTH)
in the presence of :-)



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FENCES
CONCRETE

Queen's
Sports
Club



Geoffrey Oates
Phyllis Oates