



5 First Street
Manchester
M15 4GU
United Kingdom
+44 (0) 161 235 6000
+44 (0) 161 235 6001
www.jacobs.com



08/05/2024

Amelia Gibbon
Evershed Sutherland
115 Colmore Row
Birmingham
B3 3AL

To reply contact: Dan Curry
Email: Dan.curry@jacobs.com
Tel: 0161 235 7751

Dear Amelia,

Re: Easement – Footpath Along Former Stockport Canal

I write to confirm that Manchester City Council is prepared to grant an easement subject to your agreement to the following terms and conditions.

- | | |
|--|---|
| 1. Grantor | The Council of the City of Manchester, Town Hall, Albert Square, Manchester, M60 2LA. |
| 2. Grantee | Ashton Power Limited (company registration no. 10132657) whose registered office is situated at 1 Bartholomew Place, London, EC2N 2AX. |
| 3. The Site | The site is for Land On Footpath Along Stockport Canal, Openshaw, Manchester M11. Shown on the attached plan. |
| 4. User | An easement licence in connection with commercial development for battery storage use |
| 5. Acknowledgement Fee | A premium in the sum of £1,000 payable to Manchester City Council paid in advance. |
| 6. Surveyors / Administration Fee | A fee in the sum of £1,375 (One Thousand, Three Hundred and Seventy-Five Pounds) also payable to Manchester City Council. |
| 7. Refuse | The Grantee is responsible for the collection of all refuse etc, arising from their use of the site to the satisfaction of the Grantor. |
| 8. Breach of Terms & Conditions | The Council reserves the right to terminate this easement forthwith and without Notice, for breach, non-observance, or non-performance by the Grantee of any of the terms and conditions herein. In the event of any breach, the Council will first inform the Grantee of its intention to take action. If the easement is terminated, the Grantee must return the site back to how it was prior to easement being granted. |



9. Other Conditions

The Grantee shall for the construction period:

- A. Take the Site in its existing condition and be responsible at their own expense for all preparations required for their proposed use.
- B. Maintain the Site together with all works and services required in connection therewith in a clean and tidy condition and a good state of repair at all times.
- C. Hours of work to be limited to:
Normal daytime working of 08:00 to 18:00.

However, if the Grantee wishes to gain access at other times, they must first obtain the agreement of the Environmental Health Department (contact No. 0161 234 5000) and strictly adhere to the terms and conditions they stipulate. In addition, if there are any complaints from local residents, this these working hours must be reviewed.

- D. Be responsible for all taxes, outgoings and rates in respect of their occupation.
- E. Not cause a nuisance to the occupiers of the adjoining properties and the general public.
- F. Not part with possession of the site or any part thereof.
- G. The Grantee shall indemnify the Grantor against all claims, damages, expenses and demands arising out of the exercise by the Grantee of any of its rights granted by this easement and caused by the negligent act or omission of the Grantee or any persons under its control or acting with its authority and further provided that in respect of the total liability of the Grantee under this sub clause shall not exceed the sum of Ten Million Pounds (£10,000,000) for any one claim and maintain throughout the life of the easement adequate public liability insurance cover in respect of its activities to be carried out on the Property and if required by the Grantor to produce evidence of a current valid certificate of such insurance cover.
- H. Ashton Power Limited will ensure that its contractors and sub-contractors have necessary and appropriate 3rd party public liability insurance.
- I. Obtain all necessary consents and approvals required under Town Planning and Building Regulations or otherwise in connection with the proposed use.
- J. Make good repair or replace any damage caused by the Grantee, its employees, representatives, contractors or sub-contractors to the Site during the Grantee's occupation to the satisfaction of the Grantor.
- K. Comply with all statutory and byelaw requirements.



- L. Take all necessary steps to ensure the security of the Site and the prevention of unauthorised occupation of the Site during the life of the easement. Be solely responsible for the security of any equipment or whatsoever it brings on to the Site during the life of the easement.
- M. The Grantor accepts no liability for any damage to, or theft of any equipment or vehicles from the Site or the adjacent roads.
- N. The Grantee shall agree unreservedly that the grant of this Grantor shall not be construed as a legal estate or interest.
- O. The Grantee will comply with any request made by the Grantor relating to the use of the site either in writing or verbally by a duly authorised officer of the Grantor.

I should be grateful if you would sign and return this letter in order to confirm that you agree to the above terms and conditions.

Yours faithfully

D Curry

Dan Curry

Jacobs U.K. Limited

DocuSigned by:

Florian Gerbier

924729BE9394403...

6/5/2024

Signed.....Dated.....

Name(s) in capitals.....Position.....

Florian GerbierDirector