

Dated

17 December

2018

Community Gateway Association Limited

and

Lancashire County Council

Deed of Covenant

Relating To

Number 62 Walton Gardens, Hutton, Preston

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THIS DEED is dated

17 December

2018

Parties

- (1) **Community Gateway Association Limited** (a registered society under the Co-operative and Community Benefit Societies Act 2014 whose registered number is 29838R) whose head office is Harbour House, Portway, Preston PR2 2DW (the **Transferee**); and
- (2) **Lancashire County Council** of PO Box 78 County Hall Preston PR1 8XJ (the **LCC**).

Background

- (A) By way of the Transfer, Applethwaite Limited covenanted with LCC to erect and maintain a fence along the boundary of the Property and not to transfer part or all of the Property which abuts the boundary referred to in clause 15(a) of the Transfer without the transferee entering into a deed of covenant with LCC.
- (B) The boundary structures referred to in clause 15(a) have been constructed in accordance with clause 15(a) of the Transfer.
- (C) Applethwaite Limited has agreed to sell plot 40 to be known as 62 Walton Gardens, Hutton, Preston PR4 5SF to the Transferee

Agreed Terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Property: Land on the west side of Liverpool Road, Hutton, Preston as more particularly described in the Transfer being the land now or formerly registered under title number LAN184106.

Transfer: a transfer of the Property dated 10 November 2016 made between (1) Lancashire County Council and (2) the Transferor

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 References to LCC and the Transferor include, where to context admits, a reference to the successor in title to those persons.

1.3 Clause headings shall not affect the interpretation of this deed.

1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to **writing** or **written** includes fax but not email.
- 1.9 Except where a contrary intention appears, references to clauses are to the clauses of this deed.

2. TRANSFEREE'S COVENANT

- 2.1 The Transferee covenants with LCC to observe and perform the obligations contained in clause 15(a) of the Transfer.

3. JOINT AND SEVERAL LIABILITY

Where the Transferee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Transferee arising under this deed. LCC may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.

4. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

This agreement has been entered into as a deed on the date stated at the beginning of it.



THE COMMON SEAL of)
COMMUNITY GATEWAY)
ASSOCIATION LIMITED)

was hereunto affixed in the
presence of:-

 Authorised Signatory

 Authorised Signatory

.....