



H. M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

Inland Revenue
Duty StampsStamp Pursuant to
Section 28 of the
Finance Act 1921Date of Receipt of
Application for
Registration

THE TITLE NUMBER ALLOTTED)
TO THE LAND TRANSFERRED)
WILL ON REGISTRATION BE)
OFFICIALLY ENTERED OPPOSITE)



LA385445

TRANSFER OF PART

COUNTY OR COUNTY BOROUGH: LANCASHIRE

PLACE OR DISTRICT: SKELMERSDALE

TITLE NUMBERS:
LA 48505
LA 52365
LA 75417
LA 74256 and
LA 102527

PROPERTY: Land situate at
Carr Lane, Tarnhouse

DATED 7th May 1974

1. IN CONSIDERATION of FIFTY FIVE THOUSAND SEVEN HUNDRED AND THIRTY ONE POUNDS (the receipt whereof is hereby acknowledged) SKELMERSDALE DEVELOPMENT CORPORATION (hereinafter called "the Corporation") as Beneficial Owners hereby transfer to THE LANCASHIRE COUNTY COUNCIL (hereinafter called "the County Council") ALL THOSE five pieces or parcels of land containing in the whole Twenty decimal point two nine acres or thereabouts shown for the purpose of identification only delineated

and edged yellow, orange, purple, green and blue being part of the land respectively comprised in the Titles above mentioned on the plan bound up within

2. THE County Council hereby covenants with the Corporation to the intent that the burden of this covenant may run with and bind the land hereby transferred and to the intent that the benefit thereof may be annexed to and run with each and every part of the land of the Corporation adjoining or near to the land hereby transferred to observe the following stipulations:-

- (a) Not to use or permit or suffer the said land and/or any buildings erected thereon to be used for any purposes other than a school and/or playing fields and/or any other Statutory purposes of the County Council which shall be previously approved of in writing by the Corporation subject to Clause 4 hereof provided that the use from time to time of the said land and/or buildings for social or community or religious purposes shall not be considered a breach of this covenant
- (b) Not to build or erect or permit to be built or erected on the said land any buildings or erections not to make any additions or alterations to any buildings or erections except in accordance with the drawings sections section elevations and specifications and layout plans previously approved in writing by the Corporation

OFFICE COPY

THE SEAL OF SKELETONAL CORPORATION was affixed in the presence of the

[Signature]
Chairman

Managing Director

LS

3803

Roman Catholic
Primary School

LS

6

[Signature]

ASSISTANT CLERK OF THE COUNTY COUNCIL

Hewes Farm

(c) Notwithstanding covenant number 2 (b) supra not to do or suffer to be done on the said land anything which may be or grow to be a nuisance or annoyance to the Corporation or its successors in title to the owners as occupiers of any adjoining or neighbouring property Provided that the use of the said land and/or buildings thereon as a school and/or playing fields shall not be considered a breach of this covenant

3. THE County Council hereby covenants with the Corporation that the County Council and its successors in title will:-

- (a) Forthwith plant shrubs and trees or otherwise landscape such part or parts of the said land as are not built upon or used for playing fields or used for other purposes approved by the Corporation in accordance with landscaping plans previously approved by the Corporation and forever maintain such landscaped areas in a neat and tidy condition
- (b) Forthwith erect along the perimeter of the land a fence to a design first approved by the Corporation and forever thereafter to maintain and keep the same in good and substantial repair to the reasonable satisfaction of the Corporation
- (c) So far as the same may relate to or affect the land hereby transferred and are capable of being enforced indemnify the Corporation from and against all costs

claims demands and expenses arising out of the future non-observance or non-performance of the restrictive and other covenants contained in a Conveyance dated the Twenty fourth day of April One thousand nine hundred and sixty eight and made between the National Coal Board of the one part and the Corporation of the other part

4. IT IS HEREBY AGREED that if the land hereby transferred shall cease to be required by the County Council and the County Council desires to dispose of it or any part of it together with any buildings or erections thereon the County Council shall inform the Corporation by notice in writing of such its desire and the Corporation may within six weeks of the service of such notice serve on the County Council a counter-notice requiring the County Council to sell such land or part of it to the Corporation

If the Corporation shall serve such a counter-notice the price to be paid by the Corporation shall be determined by the District Valuer in accordance with the basis of value prescribed in Paragraph 1 of the Appendix to Ministry of Housing and Local Government Circular M199 or such other circular instruction regulation or provision as is in force at the relevant date with regard to transactions between development corporations and local authorities Provided however that for the purpose of such valuation the said right of pre-emption

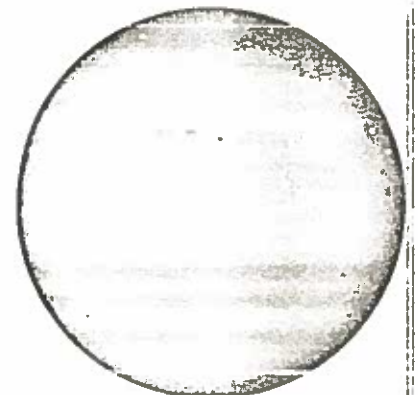
and the covenant restrictive of user shall be disregarded. If the Corporation shall not within the said six weeks period serve such a counter notice the County Council shall be free to sell the land referred to in the notice otherwise than to the Corporation free from the said covenant restrictive user and the Corporation will join in any necessary legal document to release the land from the said covenant the County Council paying the Corporation's legal expenses therefor.

All roads and services including sewers waters mains and electricity to be provided by the Corporation at its own expense to the boundary of the site hereby transferred. Notwithstanding if such permanent services are not available at the agreed date of entry to the site then the Corporation will provide and maintain such temporary services at their expense up to the boundary of the site as required by the County Council until such time as the permanent services are provided.

THE SEAL of Skelmersdale
Development Corporation
was hereto affixed in the
presence of:-

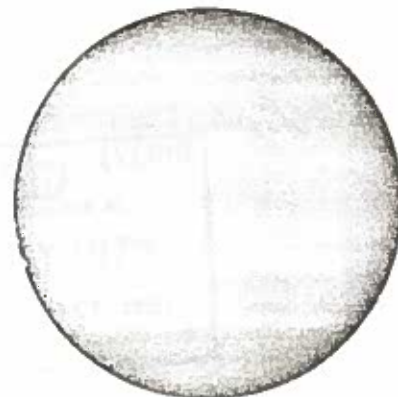

Chairman


Managing Director



15/4

THE COMMON SEAL of The)
Lancashire County Council)
was hereunto affixed in)
pursuance of a resolution)
authorising the sealing)
hereof)



6

W. A. Flann

ASSISTANT CLERK OF THE COUNTY COUNCIL