

 DATED 5<sup>th</sup> January 1998

COMMISSION FOR THE NEW TOWNS (1)

and

THE LANCASHIRE COUNTY COUNCIL (2)

---

**DEED OF RELEASE**  
of restrictive covenants and pre-emption  
rights over land at St Richards School  
Tanhouse Lane Skelmersdale  
Lancashire

---

Addleshaw Booth & Co  
Manchester

**HM LAND REGISTRY**  
**LAND REGISTRATION ACTS 1925 TO 1986**

**RELEASE OF RESTRICTIVE COVENANTS**  
**AND PRE-EMPTION RIGHTS**

County and District  
or London Borough : Skelmersdale, Lancashire

Title Number : Title Number LA385445 and land contained in a  
Conveyance dated 7th May 1974 and made between  
Skelmersdale Development Corporation ("the  
Corporation") (1) and the Servient Owner (2) (as  
hereinafter defined) ("the Conveyance")

Property : Land at St Richards School Tanhouse Lane  
Skelmersdale Lancashire

THIS DEED is made on 5th January 1998 BETWEEN:-

- (1) COMMISSION FOR THE NEW TOWNS of Glen House Stag Place Victoria  
London SW1E 5AJ ("the Dominant Owner")
- (2) THE LANCASHIRE COUNTY COUNCIL of County Hall Preston Lancashire  
PR1 8XJ ("the Servient Owner")

ON THE ORDNANCE SURVEY'S 1:1250 &  
DIGITAL LAND-USE SERIES MAPS WITH  
PERMISSION OF THE CONTROLLER OF H.M.  
NAVY OFFICE

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Hillside Playing Fields

St Marks Catholic Primary School

St Richard's  
High School

Tanaka Court

*Christine Hastings*  
Christine Hastings  
Secretariat Manager

APPROXIMATE AREA ....

FILE NAME  
E5081C

PLOT DATE  
7.11.97

TITLE

ST. RICHARDS SCHOOL  
TANHOUSE LANE  
SKELMERSDALE

the New Towns



DRG NO.  
CNT/SK/E5081C

SCALE  
1:2500

SIZE  
A4

DATE  
13.1.97

DRAWN BY  
CT

OS SHEET  
SD5005

1129b

P.O. Box 49  
New Town House  
Buttermarket Street  
Warrington  
Cheshire  
WA1 2LF

*Alan Gregory*

Fax: 01925 411493  
01925 651144

**WHEREAS:-**

- (A) By the Conveyance and also by a Transfer dated 7th May 1974 and made between the Corporation (1) and the Servient Owner (2) ("**the Transfer**") the Property edged red for identification purposes only on the plan annexed hereto ("**the Property**") was conveyed along with other land to the Servient Owner who covenanted in the Conveyance and the Transfer with the Corporation to observe and perform certain covenants which are set out in Schedule 1 of this Deed ("**the Covenants**") to the intent that the Covenants would run with and bind the Property
  - (B) In the Conveyance and the Transfer the Servient Owner granted to the Corporation the pre-emption rights set out in Schedule 2 ("**the Rights**")
  - (C) Land adjoining the Property with the benefit of the Covenants and the Rights is now vested in the Dominant Owner by virtue of Statutory Instrument 1985 No 323 dated 5th March 1985 entitled The Skelmersdale New Town Development Corporation (Transfer of Property and Dissolution) Order 1985 and the Property is still vested in the Servient Owner
  - (D) The Dominant Owner has agreed to release the Property from the burden of the Covenants and the Rights
- 1 In consideration of £5,000 (Five Thousand Pounds) (plus Value Added Tax)(if any)) the receipt of which is acknowledged and the payment of legal and surveyors fees the Dominant Owner hereby releases the Servient Owner and its successors in title and the Property and every part of it from the Covenants so far as the same is subsisting and capable of being enforced and from all actions proceedings claims demands costs and expenses relating to the Covenants

- 2 The Dominant Owner hereby Covenants with the Servient Owner that the Dominant Owner has full power to release the Servient Owner and the Property and every part of it from the Covenants and the Rights
- 3 The Dominant Owner and the Servient Owner hereby apply to the Registrar to cancel the registration of the Covenants and the Rights hereby released from the Charges Register of Title Number LA 385445 and the Dominant Owner hereby undertakes that it will cancel the registration of the Covenants and the Rights hereby released from the Land Charges Register kept pursuant to the Land Charges Act 1972
- 4 It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000.00

IN WITNESS of which this Deed has been executed

Schedule 1

The Covenants

- 1 "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 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 and not to make any additions or alterations to any buildings or erections except in accordance with the drawings sections elevations and specifications and layout plans previously approved in writing by the Corporation

(c) notwithstanding covenant number 2(b) supra 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 or the owners or 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"

## Schedule 2

### The Rights

"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 or pre-emption and the Covenants 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 Covenants restrictive user and the Corporation will join in any necessary legal document to release the land from the said Covenants 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 as 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 common seal of **COMMISSION**  
**FOR THE NEW TOWNS** was  
affixed to this Deed in the presence of:-

)  
)  
)

22858



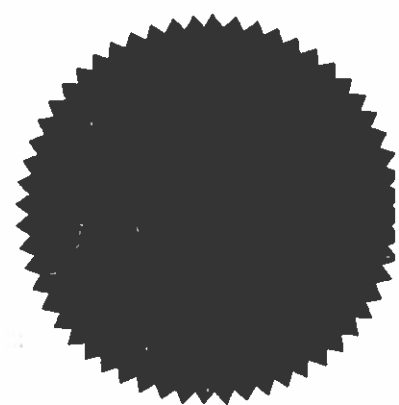
Christine Hastings  
Secretariat Manager

*Christine Hastings*  
Authorised Signatory

*1 2 3 4 5 6 7 8 9 10 11 12*

The common seal of **THE LANCASHIRE**  
**COUNTY COUNCIL** was affixed  
to this Deed pursuant to a resolution of the  
Land and Buildings Sub Committee of the  
County Council duly convened and held on the  
4th September 1997

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11296

*Alan Gregory*

Assistant Clerk of the County Council

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