

DATED

20 April

2011

PERSIMMON HOMES LIMITED (1)

and

LANCASHIRE COUNTY COUNCIL (2)

and

WEST LANCASHIRE BOROUGH COUNCIL

(formerly West Lancashire District Council) (3)

DEED OF RELEASE AND REGRANT

Relating to

Land off Tanhouse Road, Holland Park, Skelmersdale

WALKER MORRIS

Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: rtc/per.524-27

**LCC
DEED NUMBER**

5604B

**WALKER
MORRIS**



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H M LAND REGISTRY

LAND REGISTRATION ACT 2002

Administrative Area : **West Lancashire District Council**

Title Number : **LA816351 and LA854861**

THIS DEED is made on

20 April

2011

BETWEEN the Releasing Party the Released Party and the Beneficiary named in the Particulars set out in clause 1 and is **SUPPLEMENTAL** to the Original Deeds defined in such Particulars

1 PARTICULARS

Beneficiary

West Lancashire Borough Council (formerly West Lancashire District Council) of 52 Derby Street, Ormskirk, Lancashire, L39 2DF (being the owner of the Beneficiaries Land)

Beneficiaries Land

all that freehold land lying to the east of Tanhouse Road, Skelmersdale now comprised in title number LA861320

First Original Deed

a transfer dated 16 July 1975 and made between (1) Lancashire County Council and (2) Liverpool Roman Catholic Archdiocesan Trustees Incorporated by which the First Released Rights were reserved

First Released Rights

the rights in fee simple over the Released Party's Land for the benefit of the Releasing Party's Land reserved by the First Original Deed and referred to at entry 3 (along with other rights not released by this Deed) of the property register to title number LA816351 and entry 2 of the property register to title number LA854861, such released rights being more particularly described within the above mentioned entries as "the right to pass and repass with or without vehicles and for all

purposes over the land coloured yellow on the said plan"

Necessary Consents

means all those statutory permissions authorisations consents licences and approvals required to lawfully commence and carry out the relevant works.

New Rights

the rights in fee simple over the Released Party's Land for the benefit of the Releasing Party's land coloured blue on Plan 2 and the owners and occupiers for the time being of the Beneficiaries Land and all persons authorised by it or them the details of which rights are set out in Schedule 1

Permanent Access

a road to be laid out to an adoptable standard connecting the boundary of the Released Party's Land marked "C" to "D" on the Plan (subject always to clause 9.2) to (and including) the boundary marked "A" to "B" of the Beneficiaries Land on Plan 1

Plan 1

the plan attached to this deed and signed by or on behalf of the parties and marked as such

Plan 2

the plan attached to this deed and signed by or on behalf of the parties and marked as such

Released Party

PERSIMMON HOMES LIMITED (company number 04108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE (being the registered proprietor of the Released Party's Land)

Released Party's Land

the freehold land known as land lying to the south side at St Richard's High School, Tanhouse Road, Skelmersdale comprised in title numbers LA816351 and LA854861

Releasing Party

LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall, Preston, PR1 8XJ (being the owner of the Releasing Party's Land)

Releasing Party's Land

the freehold land being all that land for the benefit of which the Released Rights were reserved

Released Rights

the First Released Rights and the Second Released Rights

Second Original Deed

a transfer dated 16 July 1975 made between (1) Lancashire County Council (2) Liverpool Roman Catholic Archdiocesan Trustees Incorporated and (3) Skelmersdale Development Corporation

Second Released Rights

the rights in fee simple over the Released Party's Land for the benefit of the Releasing Party's Land reserved by the Second Original Deed and referred to (along with other rights not released by this Deed) at entry 5 of the property register to title number LA816351 such released rights being more particularly described within the above mentioned entry as "the right to pass and repass in common with the Purchaser and all others entitled thereto with or without vehicles and for all purposes over the piece of land coloured yellow on the said plan"

2 INTERPRETATION

In this deed (unless the context otherwise requires):

- 2.1 the terms set out in the particulars at clause 1 shall have the respective meanings set out there;
- 2.2 covenants given by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
- 2.3 words importing persons include firms, companies and bodies corporate and vice versa;

- 2.4 words importing the singular include the plural and vice versa;
- 2.5 words importing any one gender include either other gender;
- 2.6 the headings, contents list and front sheet are for reference only and shall not affect the construction;
- 2.7 references to a clause or schedule are references to the clause of or the schedule to this deed so numbered;
- 2.8 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision; and
- 2.9 an obligation to do something includes an obligation to procure it to be done.

3 RELEASE

In consideration of the granting of the New Rights by the Released Party to the Beneficiary and the Releasing Party over the Released Party's Land set out in clause 4 the Releasing Party:

- 3.1 releases the Released Rights with full title guarantee; and
- 3.2 warrants to the Released Party and its successors in title that it is the legal and beneficial owner of all of the Releasing Party's Land and can enter into this Deed so as to fully and effectively release and extinguish the Released Rights without the requirement for it to obtain the concurrence or consent of any third party.

4 NEW RIGHTS

In consideration of the release by the Releasing Party of the Released Rights set out in clause 3 the Released Party grants the New Rights to the Beneficiary and the Releasing Party for the benefit of all that land shown edged red and coloured blue on Plan 2 and each and every part thereof with full title guarantee.

5 THIRD PARTIES

A person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

6 CONTINUATION

The parties agree and declare that except as affected by this deed the First Original Deed and Second Original Deed respectively remains fully effective.

7 RESERVATION OF RIGHTS

All rights not specifically included in the New Rights are reserved to the Released Party.

8 LIMITS OF THE NEW RIGHTS

Except only to the extent otherwise specifically stated in this deed nothing in this deed shall:

- 8.1 operate to grant the Releasing Party and/or the Beneficiary any rights (including but not limited to rights to the access of light and air to the Releasing Party's Land or the Beneficiaries Land) over the Released Party's Land; or
- 8.2 prevent the Released Party from developing or allowing the development of the Released Party's Land or any part of it even though the access of light and air to the Releasing Party's Land and/or Beneficiaries Land may so be impeded; or
- 8.3 oblige the Released Party to pay compensation of any kind in relation to such development to the Releasing Party and/or the Beneficiary.

9 THE PERMANENT ACCESS COVENANTS

- 9.1 The Released Party hereby agrees with the Releasing Party and the Beneficiary (and each of them separately) to use all reasonable endeavours to:
 - 9.1.1 forthwith obtain the grant of all Necessary Consents relating to the construction of the Permanent Access (insofar as any now remain outstanding); and
 - 9.1.2 construct the Permanent Access (to base course) within two (2) years after the date of this deed.

- 9.2 Notwithstanding any other provision of this deed in the event that the local planning authority requires that the nearest point of the Permanent Access should be separated from the boundary of the Beneficiaries Land so that the Released Party shall not be able to lawfully construct the Permanent Access to and including such boundary then the strip of land lying between (and co-extensive in width with) the end of the Permanent Access and the Beneficiaries Land shall at any time after the date which is two (2) years after the date of this deed be transferred (and such transfer shall be completed within a reasonable period of time following a request by the Beneficiary and the Releasing Party for such a transfer) to the Beneficiary and the Releasing Party at no consideration and free from all mortgages and financial charges, in order to allow access to the Beneficiaries Land from the Permanent Access..

10 REGISTRATION PROCEDURE

So as to give full effect to the terms of this deed the Released Party shall apply to the Land Registry for the making by the Land Registry of all necessary entries on the registers relating to the Released Party's Land the Releasing Party's Land and the Beneficiaries Land in order to give full effect to the terms of this deed and the Releasing Party and the Beneficiary hereby consent to the making of all such entries against the Releasing Party's Land and Beneficiaries Land respectively.

SCHEDULE 1

New Rights

1 Temporary Right of Way

A right of way (in common with all others) with or without vehicles at all times (pending completion of the Permanent Access to base course) to and from the boundary marked "A" to "B" of the Beneficiaries Land on Plan 1 from and to the boundary of the Released Party's Land marked "C" to "D" on Plan 1 at all times and for all purposes over such route or routes as the Released Party shall from time to time prescribe and upon any new route being prescribed by the Released Party, the rights granted to the Beneficiaries Land by this paragraph shall attach to the new route and the right in relation to the former route shall be automatically extinguished and the provisions of this paragraph shall apply as often as is necessary provided always that upon completion of the Permanent Access to base course, the right granted by this paragraph 1 shall be automatically extinguished.

2 Permanent Right of Way

Following the completion of the Permanent Access to base course a right of way (in common with all others) with or without vehicles at all times and for all purposes in connection with access to and egress from the Beneficiaries Land over and along the Permanent Access (pending adoption of the same as highway maintainable at the public expense)

Executed as a deed, but not delivered until the)
first date specified on page 1, by **LANCASHIRE**)
COUNTY COUNCIL by the affixing of its)
common seal pursuant to the Scheme of Delegation)
to Chief Officers in the presence of:)



20566
Laura Sal...
Authorised Signatory

Executed as a deed, but not delivered until the)
first date specified on page 1, by **PERSIMMON**)
HOMES LIMITED acting by its attorneys)
pursuant to a Power of Attorney dated 1 July 2010)
in the presence of:)

STEVEN LANCASTER
AND *MARK COOK*

Attorney

Attorney

Witness

Mary Hughes

Name

MARY HUGHES

Address

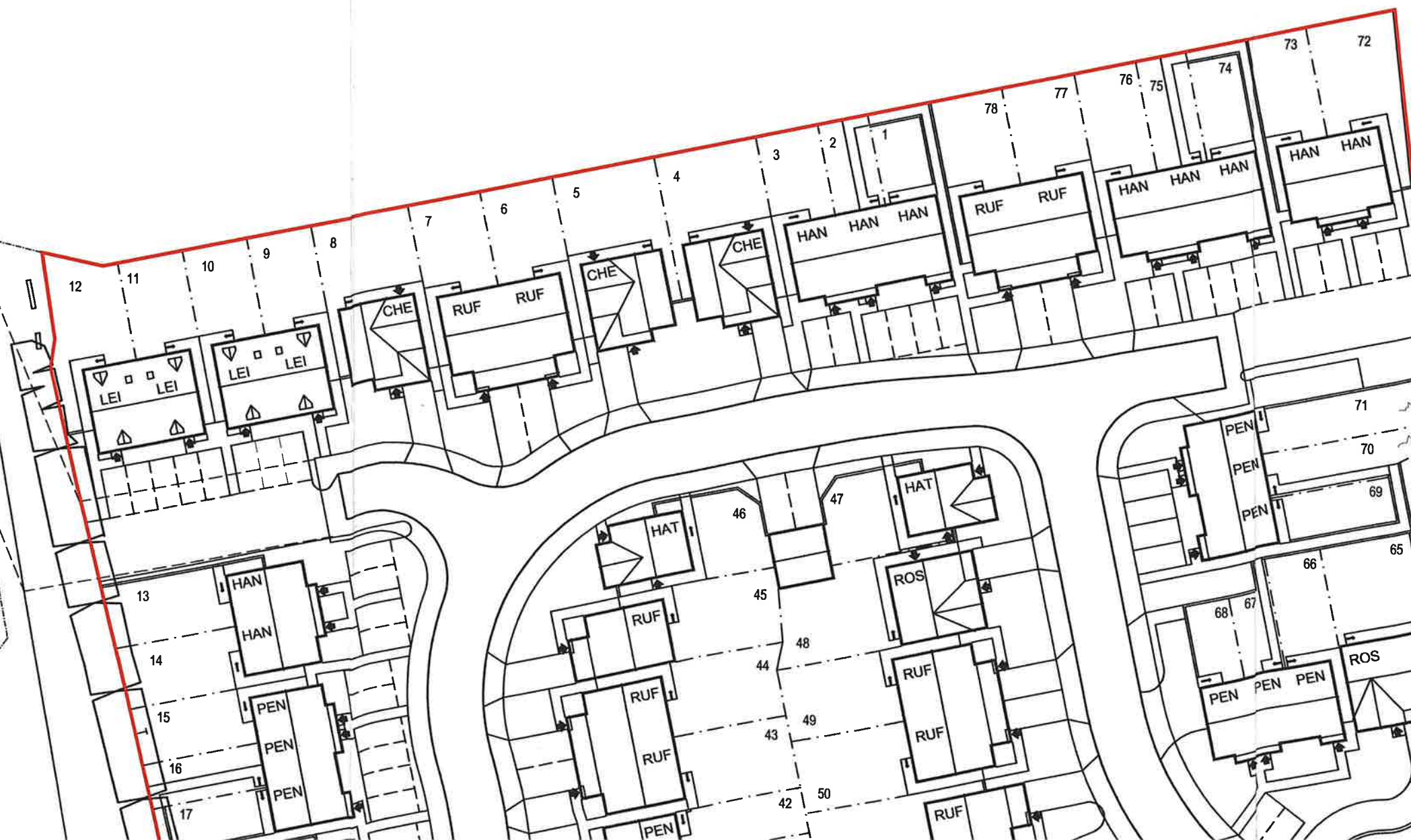
*Persimmon Homes
Caton Road
Lancaster, LA1 3RQ*

Occupation

Secretary

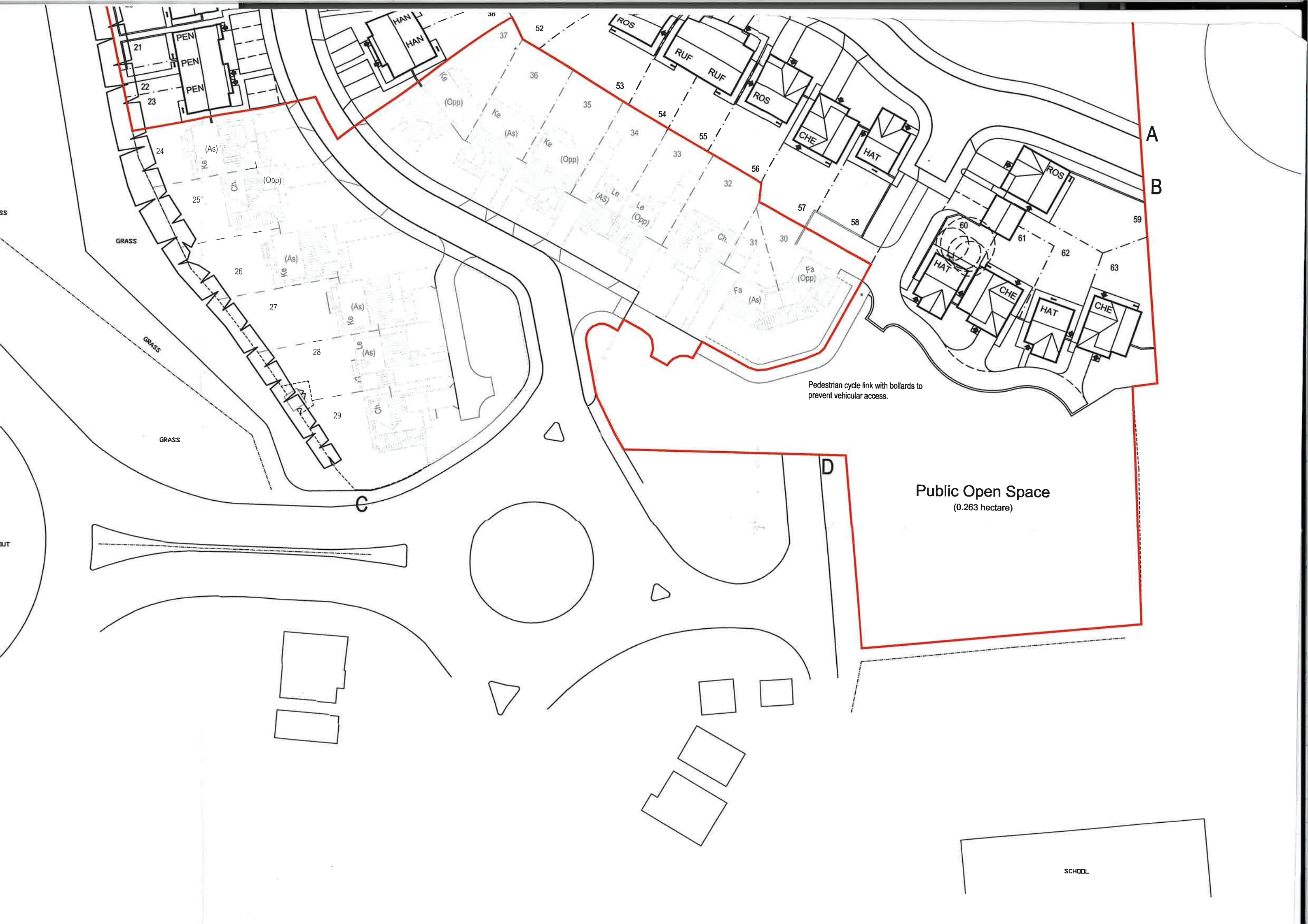
TANHOUSE ROAD

GRASS



Pedestrian cycle link with bollards to prevent vehicular access.

BRICK RET. WALL



A

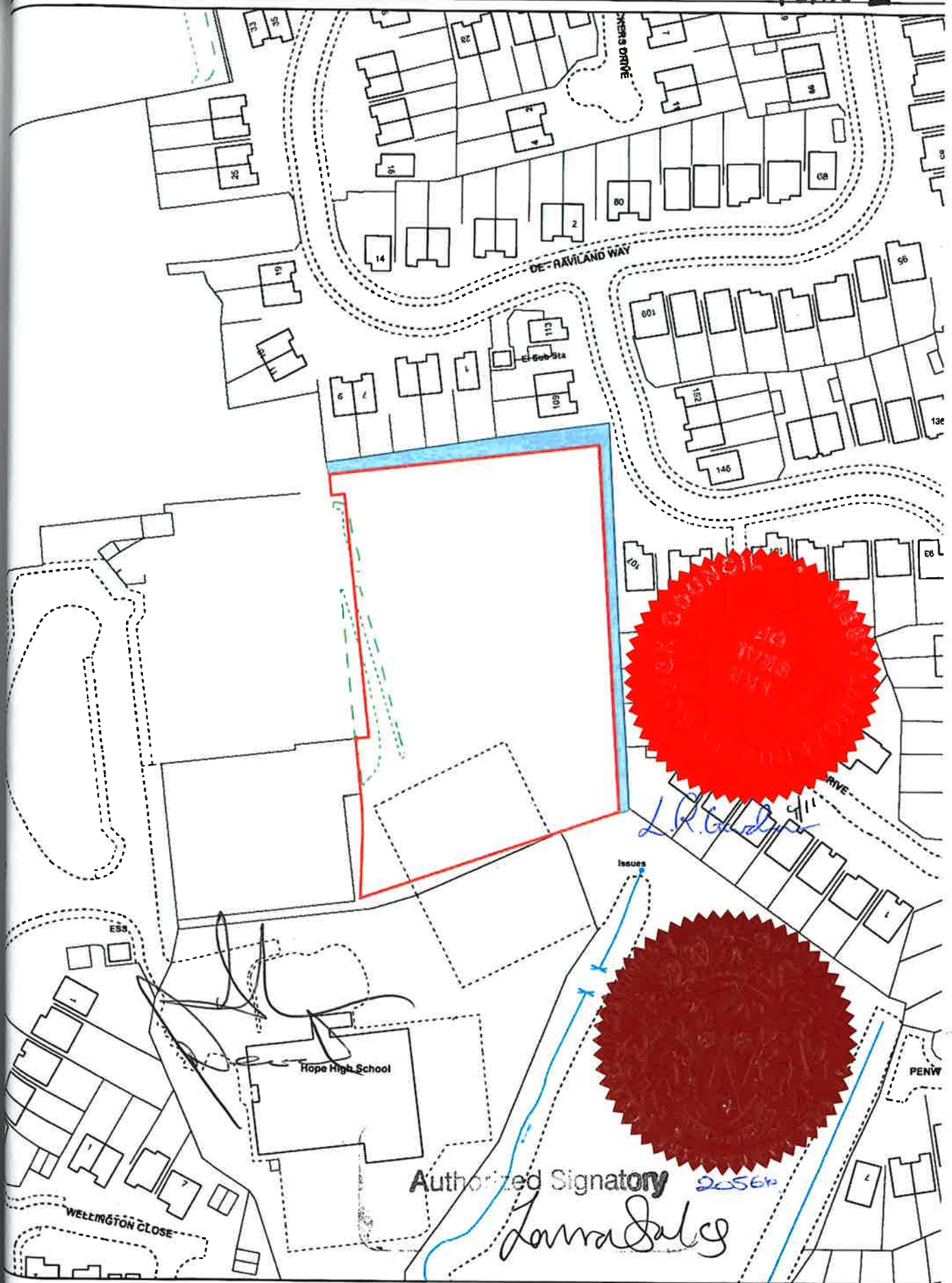
B

Pedestrian cycle link with bollards to prevent vehicular access.

D

Public Open Space
(0.263 hectare)

SCHOOL



SKELMERSDALE Tanhouse Road		Grid Ref: SD5005nw	Plan Ref: v1.0
Original scale: 1:1,250 @ A4		File Ref: PG/E&V/DHW	Date: 03.12.10
Scale should always be verified in case of unintentional distortion		Reproduced from the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright 2010. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or Civil Proceedings. OS Licence No. 100025320	

