

DATED 12 July 1998

- (1) ALASTAIR ROBERT HORWOOD
- (2) NORTH HERTFORDSHIRE COLLEGE FURTHER EDUCATION CORPORATION
- (3) NORTH HERTFORDSHIRE DISTRICT COUNCIL
- (4) Wm MORRISON SUPERMARKETS PLC

DEED OF RELEASE

relating to
Land at Broadway, Letchworth,
Hertfordshire



DATE 22 July 1998

PARTIES

- (1) _____ of 2 Broadwater Avenue, Letchworth,
Hertfordshire ("the Objector")
- (2) **NORTH HERTFORDSHIRE COLLEGE FURTHER EDUCATION
CORPORATION** of Monkswood Way Stevenage SG1 1LA ("the College")
- (3) **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Gernon Road Letchworth
Hertfordshire SG6 3JF ("the Council")
- (4) **Wm MORRISON SUPERMARKETS PLC** whose registered office is situate at
Hilmore House Thornton Road Bradford West Yorkshire BD8 9AX ("Morrisons")

NOW THIS DEED WITNESSES:-

1 DEFINITIONS

In this Deed the following words and expressions have the following meanings:-

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| 1.1 | "the Application" | the Originating Application number LP42/1996
made by the College and the Council and served
upon the Objector on 4 July 1997 |
| 1.2 | "the Plan" | The plan annexed hereto |
| 1.3 | "the County Council" | the County Council of the Administrative County
of Hertford |

- 1.4 **"the Foundation"** Letchworth Garden City Heritage Foundation being the statutory successor in title to LetchworthJ1 Garden City Corporation which in turn was the statutory successor in title to First Garden City Limited
- 1.5 **"the First Conveyance"** the Conveyance dated 27 November 1936 made between (1) the Foundation and (2) the County Council
- 1.6 **"the Second Conveyance"** the Conveyance dated 27 November 1936 made between (1) the Foundation and (2) the County Council •
- 1.7 **"the Third Conveyance"** the Conveyance dated 22 December 1950 made between (1) John Ray and others and (2) the County Council
- 1.8 **"the Fourth Conveyance"** the Conveyance dated 31 October 1951 made between (1) the Foundation and (2) the County Council
- 1.9 **"the Fifth Conveyance"** the Conveyance dated 13 May 1960 made between (1) The Urban District Council of Letchworth and (2) the County Council
- 1.10 **"the Sixth Conveyance"** the Conveyance dated 3 December 1914 made between (1) the Foundation (2) Edward Barber Lindsell and Walter Marlborough Pryor and (3) the County Council

- 1.11 **"the Seventh Conveyance"** the Conveyance dated 18 December 1959 and made between (1) the Foundation and (2) Council of U.D.C. of Letchworth
- 1.12 **"the Eighth Conveyance"** the Conveyance dated 29 January 1968 and made between (1) the Foundation and (2) Council of U.D.C. of Letchworth
- 1.13 **"the Ninth Conveyance"** the Conveyance dated 31 December 1961 and made between (1) the Foundation and (2) Council of U.D.C. of Letchworth
- 1.14 **"the College Land"** all that property situate at the Broadway Letchworth Hertfordshire contained in and described by:
1. the First Conveyance and
 2. the Second Conveyance and
 3. the Third Conveyance and
 4. the Fourth Conveyance but excluding therefrom:
 - (i) the land comprised in a Conveyance dated 30 November 1980 made between (1) the County Council and (2) Manning and Shaw Limited and

(ii) the land comprised in a Conveyance dated 6 May 1981 made between (1) the County Council and (2) the Foundation and

(iii) the land cross-hatched purple on the Plan

and

5. the Fifth Conveyance and

6. the Sixth Conveyance

all which property is for the purposes of identification only shown edged red on the Plan

1.15 "the Council Land"

all that property situate at the Broadway Letchworth Hertfordshire contained in and described by:

1. the Seventh Conveyance but excluding therefrom the land comprised in a Conveyance dated 13 May 1960 between (1) The Urban District Council of Letchworth and (2) the County Council and

2. the Eighth Conveyance

3. the Ninth Conveyance

all which property is for the purposes of identification only shown edged blue on the Plan

1.16 **"the Property"** the College Land and the Council Land

1.17 **"the Proposed Development"** the use of the Property as a food superstore with ancillary non-food use, associated car parking service yard and access together with a new College building and a new College car park and together with all ancillary amenities and facilities including off site works, pedestrianisation, roundabouts and roads

2 **INTERPRETATION**

2.1 If any party to this deed at any time consists of more than one person the obligations of those persons are joint and several

2.2 References to any person who is a party to this deed include references to that person's successors in title

2.3 words importing gender include the masculine feminine and neuter genders

2.4 The clause headings do not affect the construction of this deed and any reference to a clause not otherwise attributed is a reference to a clause of this deed

3 **RECITALS**

- 3.1 Morrisons propose to construct the Superstore and the College propose to construct a new College Building both with ancillary car parking and all other amenities and facilities ancillary thereto on the Property
- 3.2 The Objector has the benefit of restrictive covenants binding certain parts of the Property which (inter alia) prevent the proposed use of the Property by Morrisons and the College

4 **RELEASE**

In consideration of £17,500 (Seventeen thousand five hundred pounds) paid jointly by the College the Council and Morrisons to the Objector and which the Objector has received the Objector hereby releases and surrenders to the extent that the Objector has any entitlement to do so unconditionally and completely to the College the Council and Morrisons and their respective successors in title to all and every part of the Property all of the restrictive covenants affecting the Property that the Objector has the benefit of only to the extent so as to permit Morrisons and the College to use the Property as follows:

- 4.1 in relation to the College Land and the Council Land to permit the carrying out of the Proposed Development and the free uninterrupted and permanent use of the College Land (but excluding that part shown for identification purposes only hatched green on the Plan) and the Council Land and each and every part thereof for all or any of:
- 4.1.1 food retail use including the sale of alcohol and intoxicating liquors other than for consumption on the College Land (but excluding that part shown for identification purposes only hatched green on the Plan) or the Council Land with ancillary non food retail use normally associated with supermarkets (with servicing storage goods handling offices staff-rooms and all other amenities and facilities ancillary thereto) including off site works pedestrianisation roundabouts and roads;
- 4.1.2 car parking and

- 4.1.3 education purposes (together with all amenities and facilities ancillary thereto) and
- 4.2 in relation to that part of the College Land shown for identification purposes only hatched green on the Plan and each and every part thereof the restrictive covenants be released and discharged absolutely
- 4.3 The uses contained in clauses 4.1.1, 4.1.2, 4.1.3 and 4.2 to be in accordance with any grant of planning permission for the time being in force in respect of such development and uses

and from all costs claims demands and other liabilities arising in respect of any breach or non-observance or non-performance of such covenants whether arising before or after the date of this deed

5 EXECUTION

This document is executed as a Deed and delivered on the date marked on the front of it.

THE COMMON SEAL of)
NORTH HERTFORDSHIRE COLLEGE)
FURTHER EDUCATION CORPORATION)
 was hereunto affixed in the presence of:-)

Chairman

Authorised Signatory

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