

DATED

22nd September

2017

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14.43.
22. Sept. 17
Rabia Sagar
Simon Barnett.

BLACKBURN WITH DARWEN BOROUGH COUNCIL

and

TESCO STORES LIMITED

SALE, PURCHASE AND LICENCE AGREEMENT

Relating to:

**Land forming part of Tesco Stores Limited, Blackburn Store, Gorse Street,
Blackburn Lancashire ("the First Property") and;**

**Land in the ownership of Blackburn with Darwen Borough Council at Gorse
Street, Blackburn, Lancashire ("the Second Property")**

THIS SALE AND PURCHASE AGREEMENT ("the Agreement") is made the 22nd day of September, 2017 BETWEEN (1) **BLACKBURN WITH DARWEN BOROUGH COUNCIL** of Town Hall Blackburn Lancashire BB1 7DY ("the Council") and (2) **TESCO STORES LIMITED** (Co. Regn. No. 519500) of Tesco House, Shire Park, Kestrel Way, Welwyn Garden City AL7 1GA ("Tesco") being the parties to this transaction.

WHEREBY IT IS AGREED as follows:

1. DEFINITIONS IN THIS AGREEMENT

In this Agreement:

- 1.1 **'the Accessway'** means a new accessway providing access to Tesco's Adjoining Property to be constructed by the Council and shown coloured orange on Plan 1
- 1.2 **'the Accessway Works'** means the works to be carried out by the Council as part of the Side Roads Order in improving and constructing the Accessway leading to Tesco's Adjoining Property as set out in more detail in the Sixth Schedule
- 1.3 **'the Accommodation Land'** means the land shaded blue on Plan 1 and which is within Tesco's Adjoining Property immediately adjoining the First Property
- 1.4 **'the Accommodation Works'** means the works to be carried out to the Accommodation Land and as set out in more detail in the Sixth Schedule
- 1.3 **'the Completion Date'** means 10 Working Days after the satisfaction of the Conditions
- 1.4 **'the Conditions'** mean the conditions set out in Clause 3.1
- 1.5 **'the Consideration'** means the sum of ONE POUND (£1.00)
- 1.6 **'the Council'** includes the successors in title of the Council to the Second Property
- 1.8 **'the Council's Solicitor'** means the Director of Human Resources Legal and Corporate Services for the time being of the Council.
- 1.9 **'Council's Surveyor'** means Capita Property Consultancy Property Business Unit Preston New Road, Blackburn for the time being of the Council or such other officer as the Council may designate
- 1.10 **'the First Property'** means the land described in the First Schedule
- 1.11 **'the Licence'** means the licence over the First Property granted to the Council to carry out the Works to the First Property and Accommodation Land as set out in Clause 4 of this Agreement
- 1.12 **'the Licence Commencement Date'** means a date which shall be notified in writing by the Council to Tesco no less than 15 Working Days before the intended date and no later than 6 weeks prior to the Longstop Date

- 1.13 **'the Licence Period'** means the period of 12 weeks from the Licence Commencement Date
- 1.14 **'the Longstop Date'** means 31st August 2020
- 1.15 **'Method Statement'** means a written programme of works which will set out the phasing of the works to the Second Property, the Accommodation Works and the Accessway Works and procedures to be implemented to ensure minimal disruption is caused to Tesco and the operation of its business on Tesco's Adjoining Property
- 1.16 **'Plan 1' and 'Plan 2'** means the plans appended to this Agreement at the Fifth Schedule
- 1.17 **'Planning Permission'** means planning permission for the construction of the new link road planning reference Number 10/12/0647
- 1.18 **'the Permitted Use'** relating to the Second Property means for open space purposes in connection with Tesco's Adjoining Property and for advertising in connection with the promotion of the Tesco's Adjoining Property subject to obtaining any necessary planning consents
- 1.19 **'Prescribed Rate of Interest'** means 3% per annum above the base lending rate of the Royal Bank of Scotland plc from time to time in force or if the base rate ceases to exist then the nearest equivalent thereto
- 1.20 **'Restrictions'** means all matters affecting the First Property or Second Property contained or referred to in the documents of title or registered or capable of registration as local land charges or of any overriding interests (as defined by the Land Registration Act 2002) and all other notices charges orders resolutions demands proposals requirements regulations restrictions agreements directions or other matters affecting the First Property or Second Property or its use served or made by any local or other competent authority or otherwise arising under any statute or any regulation or order made under any statute
- 1.22 **'the Second Property'** means the land described in the Second Schedule
- 1.23 **'Service Installations'** mean pipes wires cables and other conducting media installed by any service operators and telecommunications code system operator
- 1.24 **'Side Roads Order'** means a statutory order to be made by the Council to promote the construction of the new Gorse Street link road and which authorises a highway authority to make alterations to roads or other highways affected by a trunk road scheme in accordance with the provisions of section 14 of the Highways Act 1980 and which shall expressly provide for the stopping up of Green Land and Yellow Land.

- 1.25 **'Tesco's Adjoining Property'** means the Tesco supermarket, Hill Street, Blackburn registered at the Land Registry under title number LA525542
- 1.26 **'Tesco'** includes the successors in title of Tesco's Adjoining Property
- 1.27 **'Tesco's Solicitor'** means Berwin Leighton Paisner, Adelaide House, London Bridge, London EC4R 9HA or such other address or firm of solicitors as Tesco may from time to time notify to the Council's Solicitor as being Tesco's Solicitors for the purposes of this Agreement
- 1.28 **'the Transfer'** means the transfer of the First Property and/or the transfer of the Second Property between the respective parties in the forms attached to this Agreement
- 1.29 **'Working Day'** means any day from Monday to Friday inclusive which is not Christmas Day Good Friday or a Statutory Bank Holiday
- 1.30 **'the Works to the First Property'** means the works to be carried out by the Council on the First Property to construct the new Gorse Street link road in accordance with the Side Roads Order and the Planning Permission and as shown on [Plan 2] to be carried out in accordance with the Fourth Schedule
- 1.31 **'the Works to the Second Property'** means the works to be carried out by the Council to the Second Property as set out in more detail in Sixth Schedule
- 1.32 **'the Works'** means the Works to the First Property, the Works to the Second Property, the Accommodation Works and the Accessway Works
- 1.33 Words importing one gender shall be construed as importing any other gender
- 1.34 Words importing the singular shall be construed as importing the plural and vice versa
- 1.35 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons
- 1.36 **"the Yellow Land"** and **"the Green Land"** means the land show coloured yellow and green on Plan 1 being the areas of highway to be stopped up by the Council under the Side Roads Order

2. AGREEMENT FOR EXCHANGE AND COMPLETION

- 2.1 The parties hereby agree to exchange their respective properties with each other for the Consideration to be paid from the Council to Tesco

3. CONDITIONS

- 3.1 The Transfer of the First Property and the Second Property is conditional upon the

following conditions:

- 3.1.1 The Council shall make and be in receipt of the confirmed Side Roads Order; and
 - 3.1.2 The Council shall complete the Works to the First Property; and
 - 3.1.3 The Council shall complete the Works to the Second Property; and
 - 3.1.4 The Council shall complete the Accommodation Works; and
 - 3.1.5 The Council shall complete the Accessway Works
- 3.2 The parties shall comply with their respective obligations contained in the Fourth Schedule
- 3.3 The Council shall use its reasonable endeavours to satisfy the Conditions before the Longstop Date.
- 3.4 If any of the Conditions have not been satisfied by the Longstop Date Tesco may terminate this Agreement (but only before the Conditions are satisfied) by giving the Council written notice to that effect
- 3.5 Any termination of this Agreement under Clause 3.4 shall be without prejudice to any rights of either party against the other in respect of any antecedent breach of the terms of this Agreement.

4. LICENCE OF THE FIRST PROPERTY AND LICENCE OF THE ACCOMODATION LAND

- 4A Prior to the Licence Commencement Date the Council shall be in receipt of the confirmed Side Roads Order
- 4.1 Following the Licence Commencement Date, Tesco shall grant the Council a Licence to enter on the First Property and the Accommodation Land along with its servants agents and all other persons so authorised by it together with plant machinery and equipment and materials of whatever kind, subject to the Council giving Tesco at least 15 Working Days' notice before entering the First Property and/or the Accommodation Land
- 4.2 For the purpose only of carrying out the Works to the First Property and the Accommodation Land and for no other purpose whatsoever the Council shall have licence subject to the terms of this Agreement to enter and remain as a licensee for the Licence Period
- 4.3 If required, the Licence Period, the Longstop Date shall be extended upon the mutual agreement of the Council and Tesco by such period or periods as Tesco and/or the Council may (acting reasonably) permit and agree. Such application(s)

shall be made within the Licence Period and for events such as (but not limited to) the Council suffering delay by reason of:-

- (a) Bad or inclement weather
- (b) Civil commotion local combination of workmen strikes or lockouts affecting any of the trades employed upon the Works to the First Property or any of the trades engaged in the preparation manufacture or transportation of any of the goods or materials required for the Works to the First Property.
- (c) Unavoidable shortage of building materials or labour
- (d) Accidents for which the Council is not responsible
- (e) Acts of God or the Queen's enemies or force majeure
- (f) Any other matters affecting the progress of the Works to the First Property which are entirely beyond the reasonable control of the Council

4.4 The Council shall indemnify Tesco against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from this Licence or any breach of their respective undertakings contained in this Licence or the exercise or purported exercise of any of the rights hereby given

4.5 The Council shall with effect from the Licence Commencement Date pay and indemnify Tesco against all rates taxes assessments duties charges impositions, insurances and outgoings from time to time charged assessed or imposed upon the First Property and/or the Accommodation Land or the Works to the First Property and/or the Accommodation Land or upon the owner or occupier of them

4.6 The Council shall forthwith at its own cost and expense apply for and diligently take all reasonably necessary steps to endeavour to secure all planning consents that may be necessary to construct the Works to the First Property and the Accommodation Land and procure (so far as is within the Council's control) that none of the planning consents is revoked and that all planning consents continue in full

4.7 The Council shall be responsible for all costs associated with the Works

4.8 During the Licence Period, no signs, placards or advertisements whatsoever shall be fixed or placed on the First Property or the Accommodation Land other than the usual contractors / development promotional board / safety notices

4.9 The Council shall be responsible for all costs incurred in connecting to the main services as directed by the respective service operators in respect of both the First Property and the Second Property

- 4.10 The Council shall be responsible for all costs incurred in any necessary diversion of existing services, Service Installations which may be affected by the Works including works on the Green land and the Yellow Land
- 4.11 The Council shall during the Licence Period:
- 4.11.1 ensure that mud debris plant and equipment are not deposited upon any highways and footpaths adjoining the First Property
 - 4.11.2 clean the highways and footpaths adjoining the First Property every week throughout the Licence Period
 - 4.11.3 reinstate at its own expense and to the reasonable satisfaction of Tesco all roads footpaths verges kerb edgings buildings or other structures on and adjoining Tesco's Adjoining Property which are damaged by the Works and shall indemnify Tesco against all claims and demands arising as a result of any damage caused by or as a consequence of any breach of the obligations at clause 5.5
- 4.12 The Council shall ensure during the course of the Works:
- 4.12.1 that the First Property and Accommodation Land are reasonably safe and secure to the general public; and
 - 4.12.2 the maintenance at all times of third party occupiers public liability insurance
- 4.13 The Council shall keep the First Property and the Accommodation Land clean and tidy and clear of rubbish
- 4.14 At the end of the Licence Period the Council shall forthwith remove all of the Council's fixtures and fittings furniture equipment goods and chattels and make good all damage caused by their removal
- 4.15 The Council shall not use the First Property or the Accommodation Land in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to Tesco or to other occupiers or users of adjoining or neighbouring First Property or the Accommodation Land
- 4.16 The Council shall not do anything that will or might constitute a breach of planning control
- 4.17 The Council shall not do anything which will or might constitute a breach of any statutory requirement or the requirements of any government department local authority or other public or other competent authority ("a competent authority") affecting the First Property or Accommodation Land or the Licence Permitted Use
- 4.18 The Council shall procure that it and any staff employed by it are acquainted with all relevant trading and health and safety legislation and will comply with any notice

given by Tesco (acting reasonably) or by a competent authority with regard to health and safety fire COSHH employment and any other relevant statutory or other requirement

5. OTHER PROVISIONS

The Council will use reasonable endeavours to make the Side Roads Order as soon as reasonably practicable following the date of this Agreement and shall notify Tesco promptly following receipt of the Side Roads Order

6. TRANSFER OF THE FIRST PROPERTY AND THE SECOND PROPERTY

6.1 Subject to the Council having performed the Conditions to Tesco's reasonable satisfaction the parties shall complete the Transfers on the Completion Date

6.2 On confirmation of the Side Roads Order, the completion of the Works and the Transfer, the Yellow Land and the Green Land will revert to the ownership of Tesco pursuant to the presumption of Ad medium filium

6.3 The Council and Tesco shall enter into a Deed of Easement for the Accessway

7. RESTRICTIVE COVENANT ON THE SECOND PROPERTY

Upon completion Tesco covenants that it shall occupy and use the Second Property for the Permitted Use only and for no other purpose whatsoever. Such restriction shall not apply to the Yellow Land and the Green land and the Council will provide Tesco with all assistance required in dealing with any Land Registry requisitions to ensure the restriction does not affect the Yellow Land and the Green Land

8. POSSESSION

8.1 Notwithstanding the licence granted to the Council under this Agreement and any items left on the First Property following the Works vacant possession of the First Property shall be given on the Completion Date

8.2 Vacant possession of the Second Property shall be given on the Completion Date

9. TITLE

9.1 The First Property is registered at the Land Registry under title number LA525542(part)

9.2 The Second Property is registered at the Land Registry under title number(s) LA155403(part), LA385114, LA413234(part), LA411945(part), LA78831(part), and

LA416800(part)

9.3 The parties having prior to the making of this Agreement supplied each other with evidence of title and title plans and have entered into this Agreement with notice of all matters referred to therein and shall raise no objection requisition or enquiry in respect thereof

10. STANDARD CONDITIONS OF SALE

The First Property and Second Property are transferred subject to the Standard Commercial Property Conditions (Second Edition) (being the "Standard Conditions") these Standard Conditions shall apply to this Agreement with the necessary modifications but where there is ambiguity between those Standard Conditions and this Agreement the terms of this Agreement shall prevail

11. OTHER MATTERS AFFECTING THE FIRST PROPERTY AND THE SECOND PROPERTY

11.1 All local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered and

11.2 All notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement and

11.3 All actual or proposed charges notices order restrictions agreements conditions contraventions or other matters arising under the enactments relating to Town and Country Planning and

11.4 Any overriding interests and all existing public and private rights of way that may exist within the First Property/ Second Property and

11.5 Any sewers drains pipes wires cables apparatus and services belonging to any of the service operators and telecommunications code system operators which may exist in the First Property/Second Property on the Green land and the Yellow Land (and the Council shall at its own expense be responsible for any necessary removal or diversion of any such sewers drains pipes cables apparatus and services or removal (if necessary) of any redundant sewers in the First Property/Second Property or for the expenses of any of the service operators or telecommunications code system operators which may undertake such removal or diversion on their behalf and shall indemnify Tesco against any proper and reasonable costs arising therefrom)

12. REPRESENTATIONS ETC.

12.1 Any statement made in writing by the Council's solicitor prior to the making of this Agreement or in reply to an enquiry made in writing was and is made with authority of the Council

12.2 No immaterial error omission or misstatement in this Agreement or in any of the plans referred to in this Agreement or in any statement made by any person prior to the making of this Agreement shall in any way affect the obligations of the parties under this Agreement or entitle any party to damages or compensation

13. DAMAGE

No damage to or destruction however occasioned to or of the First Property or the Second Property any part or parts thereof shall in any way affect the obligations of the parties under this Agreement unless such damage or destruction is caused by the negligence or wilful act of Tesco its servants agents or tenants in respect of the First Property or by the Council in respect of the Second Property

14. RESTRICTION ON ASSIGNMENT

This Agreement is personal to the parties hereto and shall not be capable of assignment nor shall either party be required to convey or transfer the properties to anyone other than the Council or Tesco respectively

15. NOTICES

Any notices required to be served hereunder shall be sufficiently served upon the other party if delivered to the other party's solicitor personally or forwarded to him/her by recorded delivery post or left at the office of the solicitor

16. BREACHES AND LIQUIDATION

16.1 If either party is aware or becomes aware or identifies a major breach of any material condition term or clause of the Licence or this Agreement due for performance or observation by the other party or its contractor and gives written notice thereof then the other party will ensure that it or its building contractor acting on its behalf will as soon as reasonably practicable take action to remedy such breach at its own cost.

16.2 If there is such a breach as referred to in clause 18.1 that refers to the Works to the First Property or the Works to the Second Property Tesco will notify the Council

and the Council shall as soon as reasonably practicable serve notice on its building contractor to remedy such breach and notify the Council when such breach has been sufficiently remedied.

17. DECLARATION AND INDEMNITY

17.1 It is hereby agreed and declared

17.1.1 that nothing in this Agreement shall prejudice or affect the Council's powers, duties and discretions as local and planning authority

17.1.2 that the Council having prior to the execution hereof satisfied itself as to the nature and condition of the First Property (and no representation is made by or warranty is given by Tesco that the First Property is suitable for carrying out the Works to the First Property)

17.2 The Council shall keep Tesco fully and effectively indemnified from and against all proper actions proceedings costs claims demands liability and loss of any kind whatever which Tesco may properly sustain directly or indirectly either in relation to any failure by the Council to comply with its obligations under this Agreement in relation to the carrying out of the Works to the First Property or the Works to the Second Property by the Council its tenants agents or employees including without limitation all proper actions costs claims demands and liability in respect of the death of or personal injury to any person whether engaged in the carrying out of the Works to the First Property or the Works to the Second Property or otherwise unless the same shall arise from any wilful or negligent act or omission of Tesco or of any person acting for or under the control of Tesco

18. NON MERGER

18.1 To the extent that they remain to be observed and performed all the provisions of this Agreement shall continue in full force and effect notwithstanding completion of this Agreement

18.2 No amendment or modification of this Agreement shall be valid or binding on any party unless the same:

18.2.1 is made in writing

18.2.2 refers expressly to this Agreement and

18.2.3 is signed by the party concerned or its duly authorised representative

19. ARBITRATION

19.1 Any dispute or difference arising between the parties under the provision of this

Agreement shall be referred to arbitration and the final decision of a person to be agreed by the parties to act as Arbitrator or failing agreement within fourteen days after either party has given to the other written request requiring the appointment of an Arbitrator to a person to be appointed on the request of either party by the President or a Vice President for the time being of the Royal Institution of Chartered Surveyors (as the case may be)

19.2 The person appointed shall act as an Arbitrator and not as an expert (unless where specified that the person appointed shall be an expert)

19.3 The costs of the Arbitrator shall be paid in such proportions as decided by the Arbitrator.

20. DISCLAIMER

The Council confirms that

20.1 It has inspected the First Property and has entered into this Agreement with full knowledge of its actual state and condition

20.2 It is entering into this Agreement solely as a result of its own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of Tesco save for any representation or warranty contained in written replies given by Tesco's Solicitor to any preliminary enquiries raised by the Council or the Council's Solicitors. The Council takes the First Property in its condition existing at the date of this Agreement.

Tesco confirms that

20.3 It has inspected the Second Property and has entered into this Agreement with full knowledge of its actual state and condition

20.4 It is entering into this Agreement solely as a result of its own inspection and on the basis of the terms of this Agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Council save for any representation or warranty contained in written replies given by the Council's Solicitor to any preliminary enquiries raised by Tesco or the Tesco's Solicitor. Tesco takes the Second Property in its condition existing at the date of this Agreement.

21. ENTIRE AGREEMENT

This Agreement and the documents herein referred to contain the entire Agreement and understanding between the parties

22. THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 does not apply to this Agreement and this Agreement does not create any right(s) enforceable by any person not a party to it

23. REGISTRATION OF THIS AGREEMENT

On the Completion Date the Council and Tesco will forthwith cancel any registrations made by it in any registers.

24. HOLDING OUT

Neither party shall hold itself out as being an employee associate partner or subsidiary of the other or entitled to bind the other in any way or permit its staff so to do

FIRST SCHEDULE
'THE FIRST PROPERTY'

The First Property means part of the freehold plot of land at Gorse Street, Blackburn shown edged red on Plan 1 comprising 186.08square metres or thereabouts and registered at the Land Registry under title number LA525542

SECOND SCHEDULE
'THE SECOND PROPERTY'

The Second Property means the freehold plot of land on Gorse Street Blackburn shown hatched blue on Plan 1 comprising 681.68 square metres or thereabouts and registered at the Land Registry under LA155403(part), LA385114, LA413234(part), LA411945(part), LA78831(part), and LA416800(part)

THIRD SCHEDULE
RIGHTS GRANTED OVER THE ACCESSWAY

1. The Council grants to Tesco and its successors in title a right of access/right of way at all times to pass and re-pass with or without vehicles over the Accessway
2. The Council shall at all times be responsible for the maintenance and repair of the Accessway until the Accessway becomes an adopted highway maintainable at the public expense

FOURTH SCHEDULE
PROVISIONS RELATING TO THE WORKS

1. DEFINITIONS AND INTERPRETATION

In this Schedule

- 1.1 Words and expressions defined in Clause 1 'Definitions in this Agreement' of the Agreement and in the other paragraphs of this Schedule have the meanings specified
- 1.2 Any reference to a paragraph or paragraphs is a reference to the relevant paragraph or paragraphs of this Schedule
- 1.3 For the purposes of this Schedule the 'Works' refers to the Works

2. ADJOINING PROPERTY

- 2.1 'Adjoining Property' means any property adjoining the First Property, the Second Property, the Accommodation Land, the Yellow Land and the Green Land the Accessway and includes all roads footpaths walls fences building and other erections and all pipes wires cables and other apparatus on the property
- 2.2 'Adjoining Owners' means all owners and occupiers of any Adjoining Property
- 2.3 'Apparatus' means all (if any) pipes wires cables and other apparatus on the First Property and Accommodation Land serving any Adjoining Property or belonging to or used for the purposes of the undertaking of any service operator
- 2.4 'Adverse Rights' means all (if any) rights of light and air and other rights and easements whatever (including any rights and easements in respect of Apparatus) and all (if any) other restrictions enjoyed over the First Property, Accommodation Land, Accessway and Yellow Land and the Green Land by any Adjoining Property and 'Adverse Right' shall be construed accordingly
- 2.5 'Permission' means in relation to any Adverse Right or Apparatus which would or might be interfered with by the carrying out of the Works the consent in writing of all Adjoining Owners and other persons entitled to or interested in the Adverse Right in question or (as the case may be) the consent in writing of the relevant service operator to either:
 - 2.5.1 the removal or diversion (whether temporarily or permanently) of the Apparatus in question or other subject matter of the Adverse Right in question or
 - 2.5.2 the carrying out of the Works notwithstanding such interference
- 2.6 If the Works cannot be carried out without interfering with an Adverse Right or with any Apparatus the Council shall promptly and at the Council's expense use all

reasonable endeavours to obtain all necessary Permission and the Council shall pay such reasonable sums by way of compensation as may be required for the giving of any such Permission

2.7 When carrying out the Works the Council shall not knowingly do or permit or suffer to be done anything which might

2.7.1 be or become a danger or nuisance to Tesco or any Adjoining Owners or to members of the public generally (including the deposit of any refuse or other material on Adjoining Property) OR

2.7.2 cause damage to any Adjoining Property or to any Apparatus or

2.7.3 (unless permitted by a Consent and then only in accordance with the terms of the Consent) interfere with any Adverse Rights or Apparatus

and the Council shall carry out the Works and take all necessary measures and precautions to avoid any such danger nuisance damage or interference including the erection and maintenance of any fencing or gates necessary to ensure the safety of the public and the posting of notices warning the public of any danger

2.8 At least 21 Working Days before commencing the Works the Council will submit to Tesco the Method Statement for Tesco's approval, such approval to be given within 10 working days and not to be unreasonably withheld or delayed

3. **MATERIALS**

Notwithstanding anything to the contrary contained or implied elsewhere in this Agreement the Council will use its reasonable endeavours to ensure that only materials or substances in accordance with good current building practice for a highway scheme shall be used or incorporated in the construction of the Works

4. **CARRYING OUT OF THE WORKS**

4.1 The Council shall use its reasonable endeavours to commence the Works as soon as reasonably practicable following the Licence Commencement Date and to proceed with the Works with due diligence

4.2 Subject to all from time to time necessary being obtained and continuing in force the Council shall diligently carry out the construction of the Works in a sound substantial and workmanlike manner with suitable materials of their several kinds and in full conformity with detailed layout plans showing sections and elevations and specifications to be prepared by or on behalf of the Council, copies of which are to be provided to Tesco before commencing the Works and approved of in writing by the Council in its capacities as Local Planning Authority, and Highway Authority and provided also that there shall be no amendment or variation to such plans and specifications without the consent in writing (such consent on the part of

- the Council not to be unreasonably withheld or delayed) of the Council in each of its capacities aforesaid
- 4.3 During the progress of construction of the Works the Council shall maintain the same in good order and condition and should any imperfection appear on any part of the Works or any accident total or other destruction including any insured matter (as hereinafter mentioned) occur to the Works such imperfection or accident total or other destruction shall as soon as reasonably practical be made good by the Council at its own cost and expense and shall additionally use all reasonable endeavours to protect the Works
- 4.4 The Council during the Licence Period shall:
- 4.4.1 not use or occupy permit or suffer the First Property or the Second Property or the Accommodation Land to be used or occupied for any purpose other than the carrying out of the Works
- 4.4.2 not deposit or permit or suffer to be deposited any materials which are not required for the carrying out of the Works PROVIDED ALWAYS that no explosives or noxious liquids and gases shall be stored
- 4.4.3 not sell or dispose of any earth clay sand gravel or other material from the First Property or permit or suffer the same to be removed except so far as shall be necessary for carrying out of the Works
- 4.4.4 not permit the escape of any solid liquid or gaseous matter
- 4.4.5 notify Tesco on becoming aware if any articles of value or of historic or prehistoric interest are discovered in the course of carrying out the Works and so that (subject to the rights of the Crown) Tesco shall have the sole property in any such articles and they shall be dealt with as Tesco shall reasonably direct
- 4.4.6 be responsible for the reinstatement of any footpaths roads buildings or other structures damaged by the Works such reinstatement to be completed to the reasonable satisfaction of Tesco
- 4.4.7 take all due precautions to ensure the Works cause as little disruption to Tesco, and the operation of its business carried out on Tesco's Adjoining Property, as possible
- 4.5 The Council shall promptly supply on request with copies of any notices received by the Council (whether from any local or other competent authority or from any Adjoining Owner)
- 4.6 The Council will comply with the provisions of the Method Statement
5. **REVIEW OF THE WORKS**

Tesco shall have the right on prior appointment to enter to view the state and progress of the Works for the purpose of ascertaining that the agreements conditions and stipulations herein contained have been duly observed and performed and for any of the reasonable purpose but no so as to unnecessarily or unreasonably interfere with or impede the carrying out of the Works

6. INSURANCE

From the date of this Agreement and on commencing the Works the Council agree

6.1 to ensure or procure that the Works on the First Property, the Accommodation Land and Yellow Land and the Green Land are insured and kept insured with insurers of repute in a sum sufficient to cover the cost of completely reinstating the same in the event of total destruction together with professional fees and other expenses incidental thereto against loss or damage by fire and any other risk usually insured against in works of this nature

6.2 to procure that a note of Tesco's interest is placed on the policies

6.3 further not to do permit or suffer to be done anything which may render the said policy or policies of insurance void or voidable

7. HEALTH AND SAFETY

The Council and its contractors shall execute the Works having full regard to the provisions of the Health and Safety at Work Act 1974 and any codes of practice statutory notifications or amendments pursuant thereto

FIFTH SCHEDULE
PLANS

Plan 1

Plan 2

SIXTH SCHEDULE

SCHEDULE FOR WORKS TO THE ACCOMMODATION LAND

1. Boundary treatments to back edge of realigned footpath. It is suggested that the boundary consists of edging stones with a landscaped strip and to include planting to match the existing boundary treatment to the rear boundary of the recycling centre car park
2. If required by Tesco provision will be made to retain the existing pedestrian access as shown shaded brown on Plan 1 provided that Tesco will provide all details relating to the said pedestrian access within 4 months from the date of the Agreement.
3. Parking Bays. The markings (if any) to the remaining part parking bays will be removed
4. General reinstatement of Tesco's Adjoining Property which has been damaged as a consequence of the works to the reasonable satisfaction of Tesco

SCHEDULE FOR WORKS TO THE SECOND PROPERTY

1. The Second Property will be levelled with a layer of minimum 150mm top-soil overlaid with a 150mm sub-soil of good quality free draining sub-soil seeded with grass seeds
2. The Council will during the maintenance period of 12 months after the Transfer provide weed control and maintenance to the Second Property

SCHEDULE FOR THE ACCESSWAY WORKS

The Council to improve and construct the Accessway in accordance with the Side Roads Order, such accessway to be made up to adoptable standard.

Signed on behalf of the Council



Authorised Officer

Signed by _____ as attorney)
for **TESCO STORES LIMITED** under a)
power of attorney in the presence of:)
)

Name of witness:

Signature of witness:

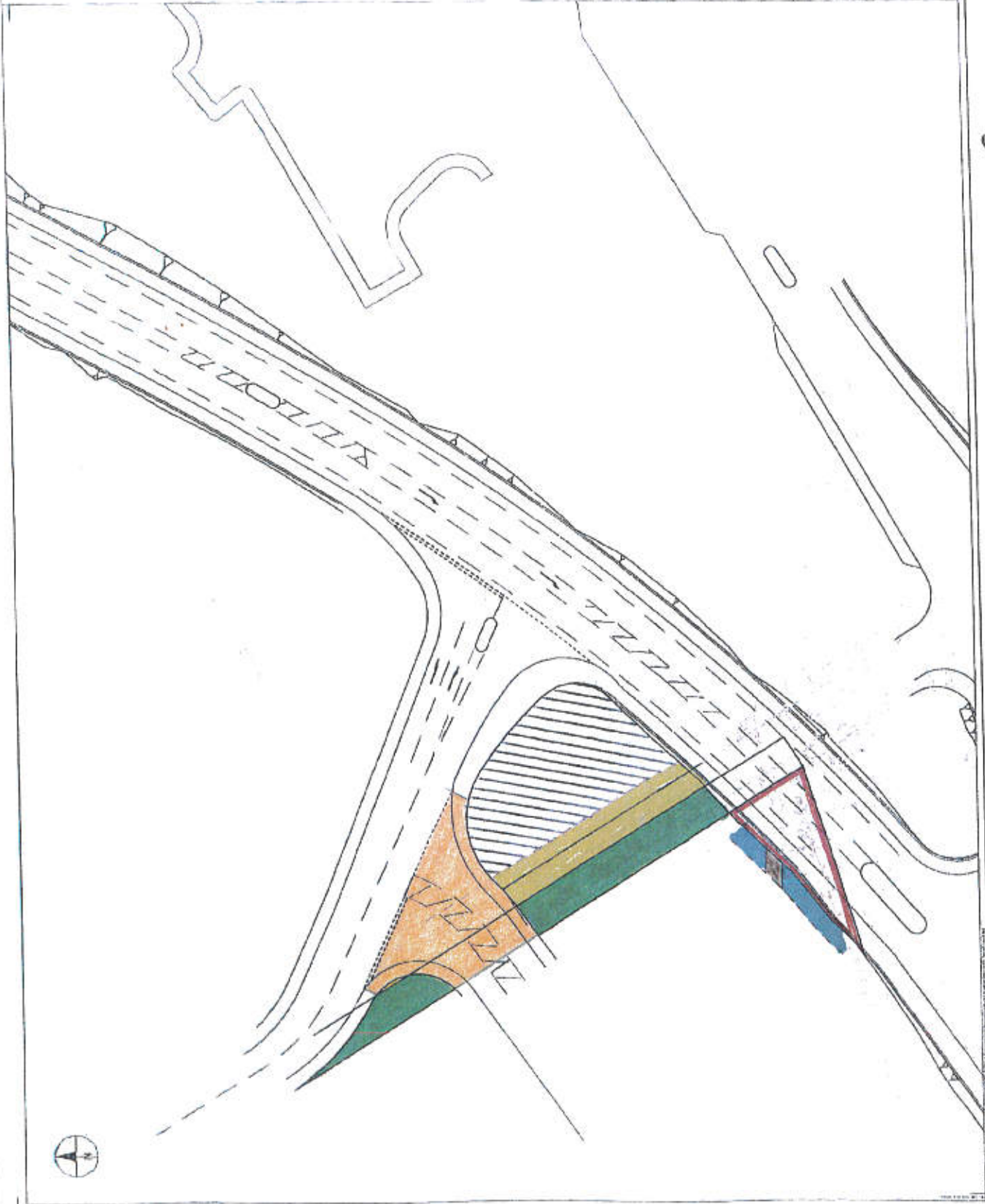
Address:

Occupation:




Attorney for
TESCO STORES LIMITED

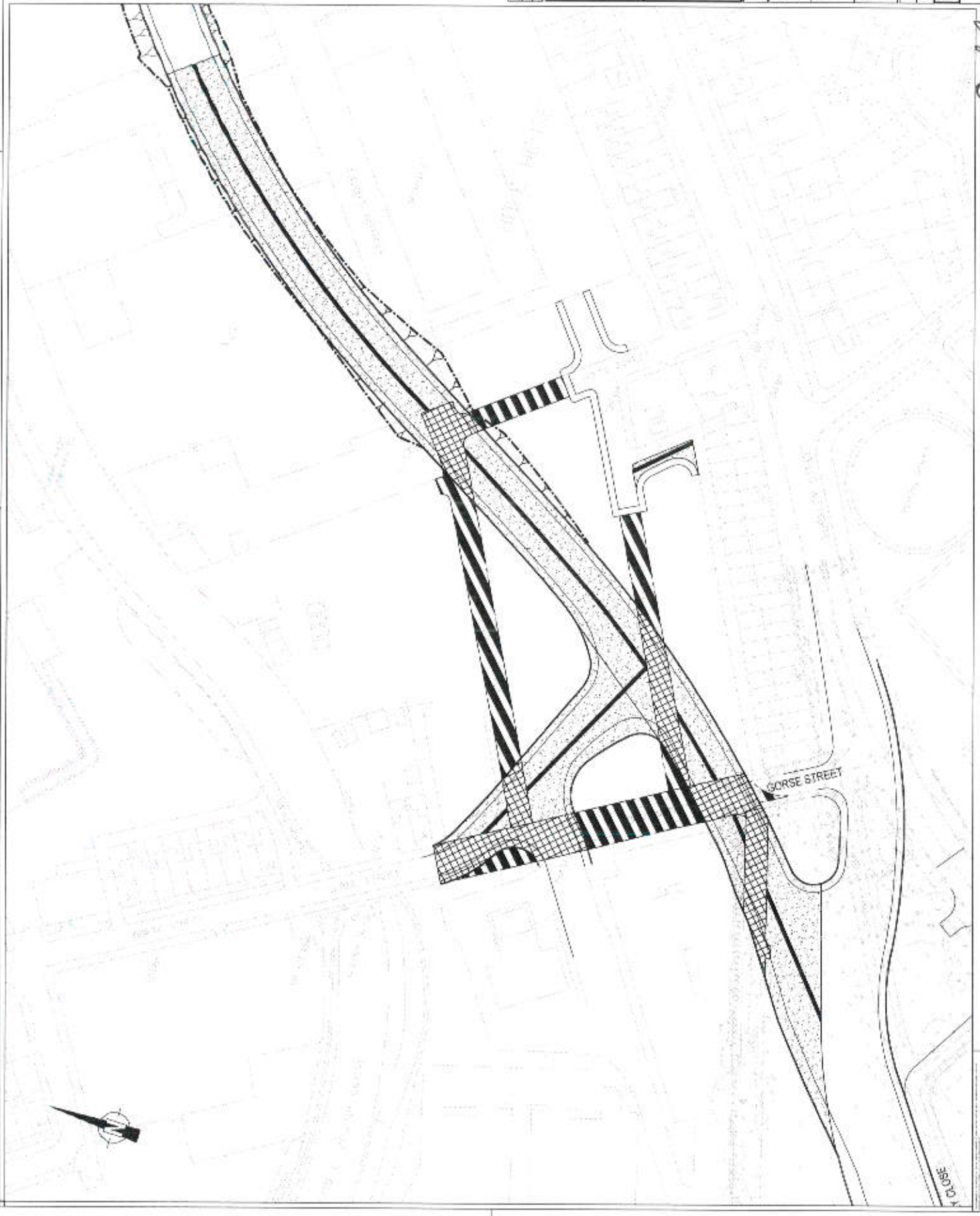
222
 FOR INFORMATION
 Commercial in Containment
 BLACKBURN WITH DARVEN B.C.
 TOWN HALL
 BLACKBURN 661 TDY
 People's Reach
 Farninggate
 New Lam Road
 Town Entrance
 Date: 17/10/12
 Drawn: [blank]
 Check: [blank]
 Scale: 1:1000
 Author: [blank]
 Date: [blank]

CAPITA
 Engineering & Infrastructure
 10000
 10000



Lian Roberts

-  Highway to be stopped up
-  New Highway
-  Highway to be improved



 PENNINEREACH <small>ASHE BUS STATION - LANCASHIRE PLANNING LANCASHIRE</small>		CAPITA <small>CUSTOMER SERVICE 17 PRESTON ROAD BLACKBURN BB2 1AU TEL: 01525 37000 FAX: 01525 37000 WWW.CAPITA.CO.UK</small>	
INFORMATION			
<small>BLACKBURN WITH DARWEN S.C. TOWN HALL BLACKBURN BB1 7DY</small>			
GORSE STREET IMPROVEMENT SCHEME			
STU. ROAD ORDER PLAN			
<small>DATE: 11/03/10 PROJECT: STU DRAWN: C288775</small>	<small>SCALE: 1:1000 SHEET: 101</small>	<small>PROJECT NO: H-068775-SRO-100 DRAWING NO: 101</small>	

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Signature

Land Registry

Transfer of portfolio of titles (whole or part)

TR5

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form. This form should only be used where the same transferor transfers **all the titles** to the same transferee.

Enter 'U' in column 1 if the land is unregistered.

In column 2 enter 'W' for a transfer of whole of a registered title, or 'P' for a transfer of part of a registered title. Leave blank if the land is unregistered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 3. For transfers of part you must either attach a plan and state the reference used to identify the land transferred, for example 'edged red' or refer to an existing reference on the transferor's title plan. Any attached plan must be signed by the transferor.

In column 4 include information that cannot conveniently be included in another panel, such as whether the title is freehold or leasehold, apportioned consideration, differing title guarantees.

1	Title number of the property	(W) or (P)	Property	Other information
	LA155403	P	Land on the north east side of Gorse Street Blackburn	
	LA385114	W	"	
	LA413234	P	"	
	LA411945	P	"	
	LA78831	P	"	
	LA416800	P	"	

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

3 Date:

Give full name(s) of **all** of the persons transferring the property.

4 Transferor:

Blackburn with Darwen Borough Council

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Complete as appropriate where the transferor is a company.

Give full name(s) of all of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

5 Transferee for entry in the register:

Tesco Stores Limited (Co. Regn. No. 519500)

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 10437176

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

of Tesco House, Shire Park, Kestrel Way, Welwyn Garden City AL7 1GA

7 The transferor transfers the property in panel 1 to the transferee

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

One Pound (£1.00)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

9 The transferor transfers with

full title guarantee

limited title guarantee

10 Declaration of trust. The transferee is more than one person and

they are to hold the Property on trust for themselves as joint tenants

they are to hold the Property on trust for themselves as tenants in common in equal shares

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

they are to hold the Property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Additional provisions

11.1 Title Guarantee

For the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters which are now recorded in registers open to public inspection are considered to be within the actual knowledge of the Transferee.

11.2 Indemnity

The Transferee hereby covenants with the Transferor to observe and perform the covenants and conditions referred to in the property proprietorship and charges registers of title numbers LA155403(part), LA385114, LA413234(part), LA411945(part), LA78831(part), (so far as they affect the parts transferred) and LA416800(part) and will indemnify and keep the Transferor indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or his estate in respect of any future breach or non-observance or non-performance of those covenants and conditions.

Definitions

12.1 Definitions

In this transfer:

12.1.1 'the Plan' means the plan annexed to this transfer

12.1.2 'the Retained Land' means that part of the land comprised in title numbers LA155403(part), LA385114, LA413234(part), LA411945(part), LA78831(part), and LA416800(part) as is not comprised in the Property;

12.1.3 'Transferee's Adjoining Property' means the Tesco supermarket, Hill Street, Blackburn registered at the Land Registry under title number LA525542

12.1.3 words importing one gender shall be construed as importing any other gender;

12.1.4 words importing the singular shall be construed as importing the plural and vice versa;

12.1.5 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;

12.1.6 where any party comprises more than one person, the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons;

12.1.7 the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation;

12.1.8 The expressions the "the Transferor" and "the Transferee" include their respective successors in title

13 Rights Granted

The grant of the following rights for the benefit of the Property

and each and every part thereof for the Transferee its successors in title the owners and occupiers for the time being of the Property and of any part or parts of the Property and all persons authorised by them:

13.1 The free and uninterrupted passage and running of water soil gas telephone signals and electricity and other services from and to the Property through the sewers drains and watercourses cables pipes wires and other conducting media ("Service Media") which now are or may at any time hereafter during a period of eighty years from the date hereof in under or passing through the Retained Land

13.2 The right of entry with or without workmen and equipment at all reasonable times on notice (except in the case of emergency) to enter upon such parts of the Retained Land as may be necessary in order to carry out repairs maintenance renewal alterations or rebuilding of the Property and upon parts of the Retained Land as may be necessary in order to inspect cleanse maintain repair lay connect into and renew and replace the Service Media (and any new Service Media) in each case the person exercising the right causing as little damage and disturbance as possible and forthwith making good any damage thereby caused.

13.3. The right of support shelter and protection for the Property from the Retained Land.

14 Rights Reserved

The reservation of the following rights for the benefit of the Retained Land and each and every part thereof for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land and of any part or parts of the Retained Land and all persons authorised by them:

14.1 The free and uninterrupted passage and running of water soil gas telephone signals and electricity and other services from and to the Retained Land through the sewers drains and watercourses cables pipes wires and other conducting media ("Service Media") which now are or may at any time hereafter during a period of eighty years from the date hereof in under or passing through the Property

14.2 The right of support shelter and protection for the Retained Land from such parts of the Property as are capable of providing the same

15. Restrictive covenants by the transferee

15.1 The Transferee with the intent that the benefit of the covenant will be annexed to and will run with the Retained Land and so that the burden of the covenant will run with and bind the Property covenants with the Transferor not to use or permit the Property or any part thereof to be used for any purpose other than for open space purposes in connection with the Transferor's Adjoining Property and for advertising in connection with the promotion of the Transferor's Adjoining Property subject to obtaining any necessary planning consents.

16. Restrictive Covenants by the Transferor

None

18. Agreements and declarations

It is agreed and declared as follows:

18.1 The Transferee and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of any of the Retained Land for building, developing or any other purpose;

18.1 The Transferor and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of any of the Property for building, developing or any other purpose;

18.2 The Transferee shall not be entitled to the continuance of nor shall he by virtue of this transfer or of the Law of Property Act 1925 Section 62 acquire any easement or right or privilege or advantage over or in respect of the Retained Land [or acquire any appurtenant right referred to in the property register of the title above-mentioned], or be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this transfer;

18.3 No part of any hedge, fence, wall or gate separating the Property from the Retained land is included in this transfer

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (e.g. for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance.

Remember to date this deed in panel 3.

12 Execution

SIGNED as a Deed by
**BLACKBURN WITH
DARWEN BOROUGH COUNCIL**

.....
in the Presence of:-

Authorised Signatory

Signed by _____ as attorney)
for **TESCO STORES LIMITED** under a)
power of attorney in the presence of:)
)

Name of witness:

Signature of witness:

Address:

Occupation:

Attorney for
**TESCO
STORES
LIMITED**

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

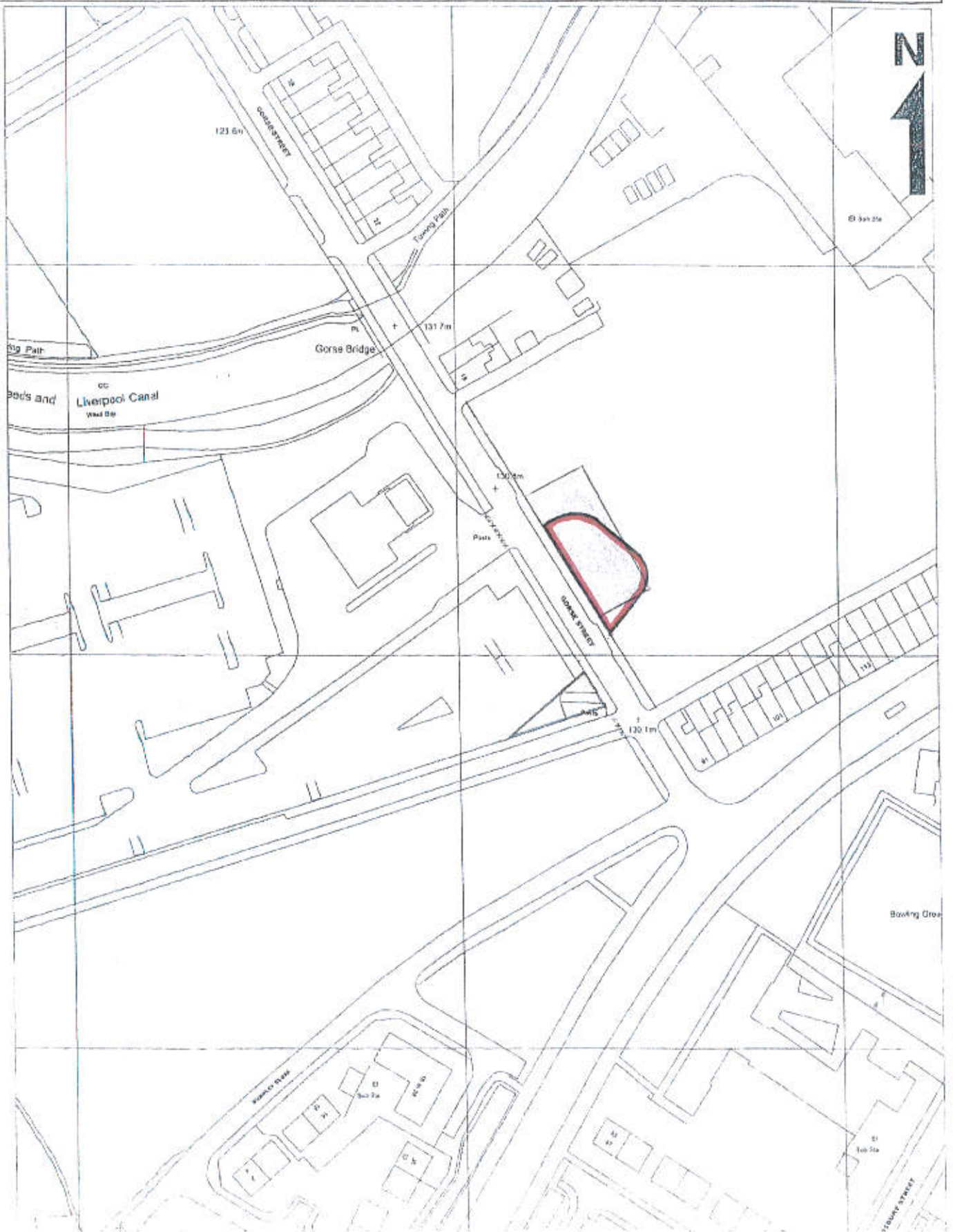
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CAPITA
CASTLEWAY HOUSE, BLACKBURN. BB2 1AU

PROPERTY MANAGEMENT AND DEVELOPMENT
ASSOCIATE DIRECTOR T. BSHOP M.R.I.C.S.

TITLE :

DATE : 02/04/2014
REF :
SCALE : 1/1250



Land Registry

Transfer of part of registered title(s)

TP1

<p>Leave blank if not yet registered.</p>	<p>1 Title number(s) out of which the property is transferred: LA525542</p>
<p>When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.</p>	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
<p>Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.</p> <p>Place 'X' in the appropriate box and complete the statement.</p> <p>For example 'edged red'.</p> <p>For example 'edged and numbered 1 in blue'.</p> <p>Any plan lodged must be signed by the transferor.</p>	<p>3 Property: 186.08 square metres of land at Gorse Street, Blackburn</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
<p>Give full name(s).</p>	<p>4 Date:</p>
<p>Give full name(s).</p>	<p>5 Transferor: Tesco Stores Limited</p>
<p>Complete as appropriate where the transferor is a company.</p>	<p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: (Co. Regn. No. 519500)</p> <p><u>For overseas companies</u></p>

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s).

6 Transferee for entry in the register:

Blackburn with Darwen Borough Council

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:

Town Hall, Blackburn, BB1 7DY

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures): One Pound (£1.00) (exclusive of VAT)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or restrictive covenants should be defined by reference to a plan.

10 The transferor transfers with

full title guarantee

limited title guarantee

The transferor transfers with no title guarantee and gives no covenants for title, express or implied.

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 Additional provisions

12.1 Title Guarantee

For the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters which are now recorded in registers open to public inspection are considered to be within the actual knowledge of the Transferee.

12.2 Indemnity

The Transferee hereby covenants with the Transferor to observe and perform the covenants and conditions referred to in the property proprietorship and charges registers of title number LA525542 (so far as they affect the Property) and will indemnify and keep the Transferor indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or his estate in respect of any future breach or non-observance or non-performance of those covenants and conditions.

Definitions

13.1 Definitions

In this transfer:

13.1.1 'the Plan' means the plan annexed to this transfer

13.1.2 'the Retained Land' means that part of the land comprised in title number LA525542 as is not comprised in the Property;

13.1.3 'Transferor's Adjoining Property' means the Tesco supermarket, Hill Street, Blackburn registered at the Land Registry under title number LA525542

13.1.4 words importing one gender shall be construed as importing any other gender;

- 13.1.5 words importing the singular shall be construed as importing the plural and vice versa;
- 13.1.6 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 13.1.7 12.1.6 where any party comprises more than one person, the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons;
- 13.1.8 the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation;
- 13.1.9 The expressions the "the Transferor" and "the Transferee" include their respective successors in title

14 **RIGHTS GRANTED**

The grant of the following rights for the benefit of the Property and each and every part thereof for the Transferee its successors in title the owners and occupiers for the time being of the Property and of any part or parts of the Property and all persons authorised by them:

- 14.1 The free and uninterrupted passage and running of water soil gas telephone signals and electricity and other services from and to the Property through the sewers drains and watercourses cables pipes wires and other conducting media ("Service Media") which now are or may at any time hereafter during a period of eighty years from the date hereof in under or passing through the Retained Land
- 14.2 The right of entry with or without workmen and equipment at all reasonable times on notice (except in the case of emergency) to enter upon such parts of the Retained Land as may be necessary in order to carry out repairs maintenance renewal alterations or rebuilding of the Property and upon parts of the Retained Land as may be necessary in order to inspect cleanse maintain repair lay connect into and renew and replace the Service Media (and any new Service Media) in each case the person exercising the right causing as little damage and disturbance as possible and forthwith making good any damage thereby caused.
- 14.3 The right of support shelter and protection for the Property from the Retained Land.

15 **RIGHTS RESERVED**

The reservation of the following rights for the benefit of the Retained Land and each and every part thereof for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land and of any part or parts of the Retained Land and all persons authorised by them:

- 15.1 The free and uninterrupted passage and running of water soil gas telephone signals and electricity and other services from and to the Retained Land through the sewers drains and watercourses cables pipes wires and other conducting media ("Service Media") which now are or may at any time hereafter during a period of eighty years from the date hereof in under or passing through the Property
- 15.2 The right of support shelter and protection for the Retained Land from such parts of the Property as are capable of providing the same

16 **AGREEMENTS AND DECLARATIONS**

It is agreed and declared as follows:

- 16.1 The Transferee and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of any of the Retained Land for building, developing or any other purpose;
- 16.2 The Transferor and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of any of the Property for building, developing or any other purpose;
- 16.3 The Transferee shall not be entitled to the continuance of nor shall he by virtue of this transfer or of the Law of Property Act 1925 Section 62 acquire any easement or right or privilege or advantage over or in respect of the Retained Land [or acquire any appurtenant right referred to in the property register of the title above-mentioned], or be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this transfer;
- 16.4 No part of the soil of any road or lane abutting or adjoining the Property is included in this transfer;
- 16.5 No part of any hedge, fence, wall or gate separating the Property from the Retained land is included in this transfer

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements,

certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

SIGNED as a Deed by)
BLACKBURN WITH)
DARWEN BOROUGH COUNCIL)

.....

in the Presence of:-

Authorised Signatory

Signed by _____ as attorney)
for **TESCO STORES LIMITED** under a)
power of attorney in the presence of:)

Name of witness:

Signature of witness:

Address:

Occupation:

Attorney for
TESCO STORES LIMITED

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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