

THIS RELEASE is made the *first* day of *June*

One thousand nine hundred and ninety five BETWEEN LICHFIELD DISTRICT COUNCIL of The District Council House Frog Lane Lichfield Staffordshire (hereinafter called "the District Council") of the one part and STAFFORDSHIRE COUNTY COUNCIL (hereinafter called "the County Council") of the other part

WHEREAS:

1. By a Conveyance on Sale (hereinafter called "the Conveyance") dated the 25 March 1926 and made between the Mayor Aldermen and Citizens of the City of Lichfield acting as the Lichfield Urban District Council of the one part and the County Council of the other part the property (hereinafter called "the property") described in the first schedule hereto was conveyed by the Lichfield Urban District Council to the County Council for an estate in fee simple in possession for the consideration therein stated and subject to and with the benefit of the stipulations set out in the first schedule to the Conveyance which are now reproduced in the second schedule hereto and hereafter referred to "the covenants" and the said Lichfield Urban District Council and the County Council and each of them covenanted to carry out the covenants.

2. The District Council has agreed to release the County Council from certain of the covenants for the consideration and on the terms hereinafter appearing

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the sum of FIFTEEN THOUSAND POUNDS

add

(£15,000.00) together with VAT thereon now paid by the County Council to the District Council (the receipt whereof the District Council hereby acknowledges) and in consideration of the release by the County Council hereinafter contained the District Council hereby releases the County Council and its successors in title and the property and every part thereof from those covenants contained in paragraphs (g) and (i) of the First Schedule to the Conveyance and reproduced in the Second Schedule hereto

2. The District Council and the County Council hereby acknowledge that the covenants contained in paragraph (a) (b) (c) (d) (e) (f) and (h) of the said First Schedule to the Conveyance and reproduced in the Second Schedule hereto have been observed and performed but to the extent that there should be any residual liability on the District Council the County Council hereby releases the District Council and its successors in title from all liability under the covenants set out in the said paragraphs ✓

3. The District Council and the County Council hereby respectively covenant with each other that they will forthwith on completion of this deed cancel in H M Land Charges Registry any registration protecting the covenants and will produce to the other on receipt a copy of the cancellation certificate

4. The District Council and the County Council hereby agree that all VAT payable in respect of this Deed of Release shall be borne by the County Council who shall indemnify the

District Council against all claims in respect thereof

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £60,000.00

IN WITNESS whereof the District Council and the County Council have hereunto caused their respective Common Seals to be affixed the day and year first before written

THE FIRST SCHEDULE before referred to  
ALL THOSE pieces or parcels of land situate or adjacent to Saint John Street in the City of Lichfield aforesaid containing four acres two roods and twenty one poles or thereabouts Together with the messuage or dwellinghouse stables and other buildings erected thereon or on some part thereof known as "The Friary" All which said hereditaments and premises are for the purposes of identification more particularly delineated on the plan drawn on the Conveyance and thereon edged with pink

SECOND SCHEDULE before referred to

(a) That if and when the proposed new roadway on the north west side of the property (and shown on the plan annexed hereto) is made by the Vendors (which roadway shall be constructed by the Vendors within a reasonable time) the premises hereby conveyed shall have frontage of two hundred

add

and thirty yards or thereabouts to such proposed new road

(b) That if and when the Vendors widen Saint John Street in the City of Lichfield (which widening shall be effected by the Vendors within a reasonable time) the premises hereby conveyed shall have a frontage of forty five yards or thereabouts to the said street as so widened

(c) That if and when the part of the buildings which now form the kitchen block of the Friary shall be pulled down for the purpose of constructing the proposed new roadway the Vendors shall make good the gable wall of the house indicated by a green line on the plan against which the kitchen block proposed to be demolished abutts

(d) That if and when the proposed new roadway is constructed by the Vendors which will raise the level of the proposed road above the existing level of the land adjoining the Vendors will fill in from the said proposed road and consolidate the slope to an easy gradient and re-turf the same

(e) That if and when the proposed new road is constructed no new building shall be erected on the premises hereby conveyed nearer to the frontage of such proposed new road than thirty feet therefrom

(f) The County Council shall within three months from the date hereof or such extended period as the Vendors may agree to erect a temporary post and wire fence and further when the proposed new roadway has been made by the Vendors erect and ever afterwards maintain good and sufficient



fences around the premises hereby conveyed where not already fenced such fences to be approved by the Vendors provided that such approval shall not be unreasonably withheld

(g) Any building or buildings to be hereafter erected on the premises hereby conveyed shall be used for the purposes of a High School for Girls or other educational purposes only

(h) In the event of the proposed new roadway being constructed by the Vendors on Saint John Street being widened as above mentioned the Vendors shall make no claim for any contribution towards the construction of such proposed roadway or widening of such street from the County Council

(i) If the County Council shall at any time hereafter desire to sell the premises hereby conveyed they shall first give the Vendors six calendar months option to repurchase the said premises at a valuation such valuation to be made by the Valuation Department of the Inland Revenue or any other Body or Department which may in future take over the duties of such Department

THE COMMON SEAL of LICHFIELD )  
DISTRICT COUNCIL was hereunto )  
affixed in the presence of:- )



*B. S. Bell*

*[Signature]*  
Chief Executive  
HEAD OF CORPORATE SERVICES AND  
ASSISTANT CHIEF EXECUTIVE.

*[Signature]*  
A MEMBER OF THE COUNCIL

THE COMMON SEAL of STAFFORDSHIRE)  
COUNTY COUNCIL was hereunto )  
affixed in the presence of:- )



A handwritten signature in blue ink, consisting of several stylized, overlapping loops and strokes.

Deputy Clerk