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Title Number BM154920

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DATED 7th July 2018

HOMES AND COMMUNITIES AGENCY
and
THE COUNCIL OF THE BOROUGH
OF MILTON KEYNES



DEED OF RELEASE OF COVENANT

relating to
Land at Woodhouse Court, Stantonbury Fields

WE CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL

Weightmans LLP 14/07/14

WEIGHTMANS LLP
PALL MALL COURT
61-67 KING STREET
MANCHESTER M2 4PD

LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 2002

DEED OF RELEASE

County and District : Buckinghamshire Milton Keynes
Title Number : BM 154920
Property : freehold land at Woodhouse Court
Stantonbury Fields Milton Keynes

THIS DEED OF RELEASE is made the day of 2013

BETWEEN

- (1) **HOMES AND COMMUNITIES AGENCY** whose principal office is at Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7HQ ("**Agency**")

- (2) **COUNCIL OF THE BOROUGH OF MILTON KEYNES** of Civic Offices, 1 Saxon Gate East, Central Milton Keynes, MK9 3EJ (the "**Buyer**")

WHEREAS

- (1) This deed is supplemental to a Transfer relating to the Property and other land.
- (2) The Agency has agreed to enter into this Deed to release certain obligations in the Transfer in so far as they relate to the Property but not further or otherwise and in relation to the Type A Covenants only to the extent to which it has power to do so.

1. DEFINITIONS:

In this Deed the following terms shall have the following meanings:

Type A Covenants means the covenants contained in the Third Schedule to the Transfer as varied by the Deed of Variation

Property means the property known as Land at Woodhouse Court, Stantonbury Fields registered at Land Registry with Absolute title under title number BM154920

Transfer means a Transfer dated 29 March 1990 made between Milton Keynes Development Corporation and (2) the Buyer of the Property and other land

Deed of Variation means a deed of variation dated 22 September 1993 made between (1) The Council of the Borough of Milton Keynes and (2) The Commission for the New Towns

2. INTERPRETATION

2.1 In this Deed, unless the context otherwise requires:-

- 2.1.1 reference to a clause or schedule is a reference to a clause or schedule to this Deed;
- 2.1.2 the singular includes the plural and vice versa and reference to any gender includes the other genders;
- 2.1.3 the Property includes each and every and any part of the Property;
- 2.1.4 the Agency includes its successors in title and assigns;
- 2.1.5 reference to a statutory provision includes a reference to that provision as modified, replaced, amended, re-enacted, reinstated or extended from time to time (whether before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
- 2.1.6 headings to the clauses in this Deed are for convenience only and they shall not affect the interpretation or construction of this Agreement.

2.2 By virtue of:

- (a) The Housing and Regeneration Act 2008;
- (b) The Housing and Regeneration Act 2008 (Commencement No. 1 and Transitional Provisions) Order 2008 (SI 2008 No. 2358 (c.103)) dated 2 September 2008;
- (c) The Housing and Regeneration Act 2008 (Commencement No. 2 and Transitional, Saving and Transitory Provisions) Order 2008 (SI 2008 No c 3068 (c.132)) dated 26 November 2008; and
- (d) Homes and Communities Agency, Tenants Services Authority and the Welsh Ministers Transfer Scheme

all assets, liabilities and interests were transferred from Commission for the New Towns and The Urban Regeneration Agency to Homes and Communities Agency with effect from 1 December 2008.

3. RELEASE

3.1 In consideration of the sum of One Pound (£1.00) the receipt of which is hereby acknowledged):

3.1.1 the Agency hereby releases the Council of the Borough of Milton Keynes and the Property from the Type A Covenants in so far as they relate to the Property and are still subsisting and capable of being enforced but only to the extent that the Agency has power to do so

3.2 In all other respects the Transfer shall remain in full force and effect.

4. AUTHORITY

No covenant by the Agency for title to make this release shall be implied by this Deed.

5. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Deed provided that a person who is the lawful successor to or permitted assignee of the rights of a Party is considered to be a party to this Deed. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

IN WITNESS whereof the Agency has executed this Deed the day and first before written

THE COMMON SEAL of HOMES AND)
COMMUNITIES AGENCY was hereunto)
affixed in the presence of:)



Authorised Signatory

Michael Rich
Assistant Chief Executive

