

HM Land Registry
Transfer of part of registered title(s)

TP1

1	Title number(s) out of which the property is transferred: BM307312
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Playing Fields at Newton Leys, Bletchley The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Taylor Wimpey UK Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01392762 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Bletchley and Fenny Stratford Town Council <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

7	Transferee's intended address(es) for service for entry in the register: Sycamore House, Water Eaton Drayton Road, Bletchley MK2 3RR
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): One Pound (£1.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>

12 Additional provisions

1. **Definitions and interpretation**

1.1 In this transfer the following words and expressions have the following meanings:

“Buildings”	any buildings or other structures
“Estate”	all the land (except the Property and the site of any electricity sub-station gas governor or water pumping station) now or formerly vested in the Transferor under the Title Number above and any Buildings on that land
“Estate Roads”	all roads verges and footpaths now or within the Perpetuity Period constructed within the Estate which are intended to become public highways
“Estate Sewers”	all main foul and surface water sewers now or within the Perpetuity Period constructed within the Estate or the Property which are intended to become public sewers
“Perpetuity Period”	eighty years from 1 st January 2005 which period shall apply to the rights created by this Transfer

“Plan”	the attached plan
“Service Installations”	all drains channels sewers (excluding the Estate Sewers) pipes wires cables meters watercourses gutters soakaways and other similar installations (and any ancillary structures) now or within the Perpetuity Period constructed within the Estate or the Property

2. Rights granted for the benefit of the Property

- 2.1 The right for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right):-
- 2.1.1 of passage of water and sewage through the Estate Sewers
 - 2.1.2 of passage of water sewage and other services through such of the Service Installations within the Estate as serve the Property
 - 2.1.3 of support and protection of the Property from the Estate
 - 2.1.4 of entry upon the Estate at all reasonable times (and at any time in an emergency) for the purposes of inspecting maintaining repairing and renewing such of the Service Installations within the Estate as serve the Property
 - 2.1.5 of way on foot or with vehicles for all reasonable purposes over such parts of the Estate Roads (if any) which serve the Property

3. Rights reserved for the benefit of the Estate

- 3.1 The rights for the Transferor and all persons authorised by the Transferor (including where appropriate the drainage authority and service companies responsible for the supply of water gas electricity and communications services) and owners of any parts of the Estate (in common with the Transferee):-
- 3.1.1 of passage of water and sewage through the Estate Sewers
 - 3.1.2 of passage of water sewage and other services through such of the Service Installations within the Property as serve the Estate
 - 3.1.3 of support and protection of the Estate by the Property
 - 3.1.4 of entry upon the Property at all reasonable times (and at any time in an emergency) for the purposes of laying inspecting maintaining repairing and renewing Buildings comprised in the Estate and the Service Installations and the Estate Sewers
- 3.2 The right for the Transferor and all persons authorised by the Transferor:-
- 3.2.1 to make connections to any Estate Sewers and Service Installations comprised in the Property
 - 3.2.2 to plant trees or shrubs or to carry out landscaping operations or to fulfil the requirements of the competent authorities or execute other works required by them under planning conditions or otherwise
 - 3.2.3 of entry upon the Property for the exercise of the above rights

4. Personal covenants by the Transferor

- 4.1 The Transferor covenants with the Transferee to construct the Estate Roads and the Estate Sewers serving the Property to adoption standards and:-
- 4.1.1 to have them adopted by the appropriate authorities
 - 4.1.2 to maintain them pending adoption

4.1.3 to indemnify the Transferee against all liabilities in respect of them pending adoption

5. Covenant by the Transferee

The Transferee covenants with the Transferor to indemnify the Transferor against all liabilities resulting from non-performance or non-observance by the Transferee of any covenants relating to the Property in the Charges Register of the title above referred to

6. Agreements and declarations

The Transferor and the Transferee agree and declare as follows:-

6.1 The rights specified above are subject to the persons exercising the same:-

6.1.1 as to the rights of entry:-

6.1.1.1 giving reasonable notice

6.1.1.2 causing as little damage as possible to the Property or the Estate (as the case may be)

6.1.1.3 making good any damage caused to the Property or the Estate (as the case may be) to the reasonable satisfaction of any person affected

6.1.2 as to the rights to use the Service Installations paying a fair proportion of any expense necessarily incurred and inspecting maintaining repairing and renewing them

6.2 The Transferee shall not by implication prescription or otherwise become entitled to any easement quasi-easement privilege or other right except as expressly granted by this Transfer

6.3 The Transferor may modify or release any restriction at any time imposed on any part of the Estate or any adjoining or neighbouring land and the Transferor shall not be bound by any plotting or development scheme relating to the Estate and may at any time modify or abandon any such scheme

6.4 Reference to doing any action shall include a reference to permitting or allowing such act

6.5 All covenants shall be treated (where more than one person gives or becomes bound by them) as joint and several

6.6 Where applicable any retaining wall erected along the boundary of the Property or any wall dividing any Buildings comprised in the Property from any adjoining Buildings shall be a party wall and be repairable and maintainable as such

6.7 Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce any terms of this Transfer pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

7. Restrictive covenants by the Transferee

7.1 For the benefit and protection of the land comprised within the Estate (other than the Property) and each and every part thereof and (so far as may be) so as to bind the Property into whomsoever hands the same may come the Transferee hereby covenants with the Transferor (subject to the right of the Transferor to withdraw vary release or abandon covenants restrictions stipulations and conditions) and as a separate covenant with every other person who is now the owner of any part of the Estate) that the Transferee will henceforth observe and perform the covenants restrictions and stipulations set out below but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after he shall have parted with all interest in the Property:-

7.1.1 To contribute a fair proportion of the cost of inspecting maintaining repairing and renewing the Service Installations which serve the Property

- 7.1.2 In the event that an Estate Sewer or water main passes through or within three metres of the Property (measured horizontally from the centre line of such Estate Sewer or water main) not to erect or construct any Buildings on over or within three metres (measure aforesaid) of such Estate Sewer or water main unless the prior written consent of the appropriate authority has been obtained
- 7.1.3 Prior to the adoption of the Estate Roads not to carry out any works which could prejudice or delay such adoption
- 7.1.4 Not to use the Property for any purpose other than as playing fields
- 7.1.5 In the event of there being a grass highway verge between the Property and the carriageway of the road serving the Property which verge is intended to be adopted as part of the public highway not to erect or construct any Buildings walls or fences now plant any trees or shrubs on the verge
- 7.1.6 Upon request from and at the cost of the Transferor without delay to grant to any statutory undertaker or any service authority rights to lay any services in over or under the Property such services being for the purpose of serving the Property and the Estate and to enter into any deeds required by any statutory undertaker or service authorities including agreements under Section 38 of the Highways Act 1980 and Section 104 of the Water Industries Act 1991
- 7.1.7 No trees or shrubs now standing or afterwards planted by the Transferor on the Property pursuant to any landscaping scheme required by the Local Authority shall be cut down or in any way interfered with without the prior written approval of the Local Authority
- 7.1.8 Not to do or suffer to be done any act or thing in or about the Property which causes or may cause annoyance nuisance damage or disturbance to the Transferor or the owner or occupier of any part of the remainder of the Estate

13 Execution

Executed as a deed by)
TAYLOR WIMPEY UK LIMITED)
acting by two Attorney's)
both in the presence of:)

Attorney:

Witness signature:

Witness name:

Witness address:

Attorney:

Witness signature:

Witness name:

Witness address:

[COUNCIL'S EXECUTION BLOCK TO BE ADDED]

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.

15 June 2022
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.

