Land Registry
Transfer of part of registered title(s)

TP1

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.

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred: LA688305
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:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined. Place 'X' in the appropriate box and complete the statement. For example 'edged red'. For example 'edged and numbered 1 in blue'. Any plan lodged must be signed by the transferor.	3	Property: Land at Liverpool Road, Hutton, Preston The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
	4	Date:
Give full name(s). Complete as appropriate where the transferor is a company.	5	Transferor: The Lancashire County 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:

Give full name(s). 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.	6	Transferee for entry in the register: 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:
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:
	8	The transferor transfers the property to the transferee
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.	9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

The covenants implied under the LPMPA1994 are modified so that:

(a) words "at his cost" in section 2(1)(b) of the LPMPA 1994 shall be replaced by "at the Transferee's cost"; and

(b) the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:

(i) make proper searches; or
(ii) raise requisitions on title or on the results of the Transferee's searches; and

(c) covenants implied by Section 3(3) of the LPMPA 1994 apply only to charges or encumbrances created by the Transferor.

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

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:

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 Land Registry's Public Guide *18 – Joint property ownership* and Practice Guide *24 – Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

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.

12 Additional provisions

Definitions

12.1 The following definitions and rules of interpretation apply in this transfer

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

12.2 words importing one gender shall be construed as importing any other gender.

12.3 words importing the singular shall be construed as importing the plural and vice versa.

12.4 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.

12.5 the panel clause and paragraph headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation.

12.6 any reference to a clause is one so numbered and in this panel unless otherwise stated.

12.7 the expressions “the Transferor” and the “the Transferee” shall where the context so permit include their respective successors in title.

12.8 any references to any statutes statutory instruments of provisions thereof shall be taken to include and refer to any statutes statutory instruments or provisions thereof which (from time to time and for the time being in force) amend modify consolidate or replace (as the case may be) those expressly referred to in this Transfer.

12.9 any obligations by the Transferee contained or referred to in this Transfer not to do something includes an obligation not to permit or suffer that act to be done by another person.

12.10 The disposition effected by this transfer is subject to:

(a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 22 November 2024 at 17:24:23 under title number LA688305;
(b) any matters discoverable by inspection of the Property before the [*date of the contract*];
(c) any matters which the Transferor does not and could not reasonably know about;
(d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
(e) any notice, order or proposal given or made by a body acting on statutory authority;

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;

(g) the matters contained or referred to in a Wayleave Agreement dated 20th April 1955 between (1) The Lancashire County Council (2) Edgar Burgess and (3) The North Western Electricity Board so far as they are still subsisting and capable of taking effect and relate to the Property; and

(h) the matters contained or referred to in a Wayleave Agreement dated 20th April 1955 between (1) The Lancashire County Council (2) Edgar Burgess and (3) The North Western Electricity Board so far as they are still subsisting and capable of taking effect and relate to the Property.

12.11 Whenever the consent or approval of the Transferor is required, Transferor includes the Transferors successors in title

12.12 A reference to writing or written excludes fax and email.

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

12.13 **Rights granted for the benefit of the property**

None

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

12.14 **Rights reserved for the benefit of other land**

None

Include words of covenant.

12.15 **Restrictive Covenants by the Transferee**

None

Include words of covenant.

12.16 **Restrictive Covenants by the Transferor**

None

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

12.17 **Other**

12.17.1 The Transferee covenants by way of indemnity, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, the covenants restrictions and other matters contained or referred to in the property and charges register of registers of the title number LA688305 so far as the same relate to or affect the Property and are still subsisting and are capable of taking effect and will indemnify and keep the Transferor and its successors in title indemnified against all actions proceedings damages costs claims charges and expenses that may be suffered or incurred by the Transferor or its successors in title in respect of any failure to do so.

12.17.2 The Transferee shall not by virtue of this Transfer, be entitled to any rights or easements or the benefit of any other matters over any land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over any land retained by the Transferor except as expressly mentioned in or created by this transfer.

12.17.3 Nothing contained or implied in this Transfer shall prejudice the rights powers duties and obligations of the Transferor in the exercise of its functions as a local authority and under all or any public and private statute byelaws orders and regulations which may be fully and as effectually exercised by the Transferor as if the Transferor were not a party to this Transfer.

12.7.4 All agreements and covenants of the Transferor in this Transfer are from the Transferor acting in its capacity as landowner and not as any regulatory authority.

12.7.5 Nothing in this Transfer shall fetter the Transferor in exercising any statutory function or prevent any disclosure of information required by the Freedom of Information Act 2000 or the Data Protection Act 2018 or any other statutory requirement.

12.7.6 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.7.7 Where the Transferee is more than one person all covenants agreements and obligations on the part of the Transferee herein contained shall be deemed to have been made jointly and severally by such persons with the Transferor so that the said covenants agreements and obligations may be enforced by the Transferor against such Transferee either jointly or severally and in such order as the Transferor may in its absolute discretion think fit.

12.7.8 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999.

12.7.9 This Transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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.

If there is more than one transferee and panel 11 has been completed, each transferee may 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 Land Registry's Public Guide *18 – Joint property ownership* and Practice Guide *24 – Private trusts of land* for further guidance.

13 **Execution**

THE COMMON SEAL of **THE LANCASHIRE COUNTY COUNCIL** was affixed to this deed in the presence of:

Authorised Signatory

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.

© Crown copyright (ref: LR/HO) 10/12