

Land Registry

Transfer of part of registered title(s)

(C:2)

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.

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

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.

Give full name(s).

Complete as appropriate where the transferor is a company.

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.

1	Title number(s) out of which the property is transferred: LA876215 (the "Title Number")
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Tanhouse Road Substation 211348, Mercury Way, Skelmersdale (77 square metres or thereabouts) (the "Property") 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: 23 JUNE 2021
5	Transferor: Lancashire County 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 England and Wales including any prefix:
6	Transferee for entry in the register: Electricity North West Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02366949 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales 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.

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 by restrictive covenants should be defined by reference to a plan.

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

Company Secretary
Electricity North West Limited
Borron Street, Stockport SK1 2JD

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):
£3,000.00 (Three Thousand Pounds Only)
- ☐ The transfer is not for money or anything that has a monetary value
- ☒ Insert other receipt as appropriate:
The transfer is made in consideration of the covenants on the Transferee's part contained in this Transfer.

10 The transferor transfers with

- ☐ full title guarantee
- ☒ limited title guarantee

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

Definitions:

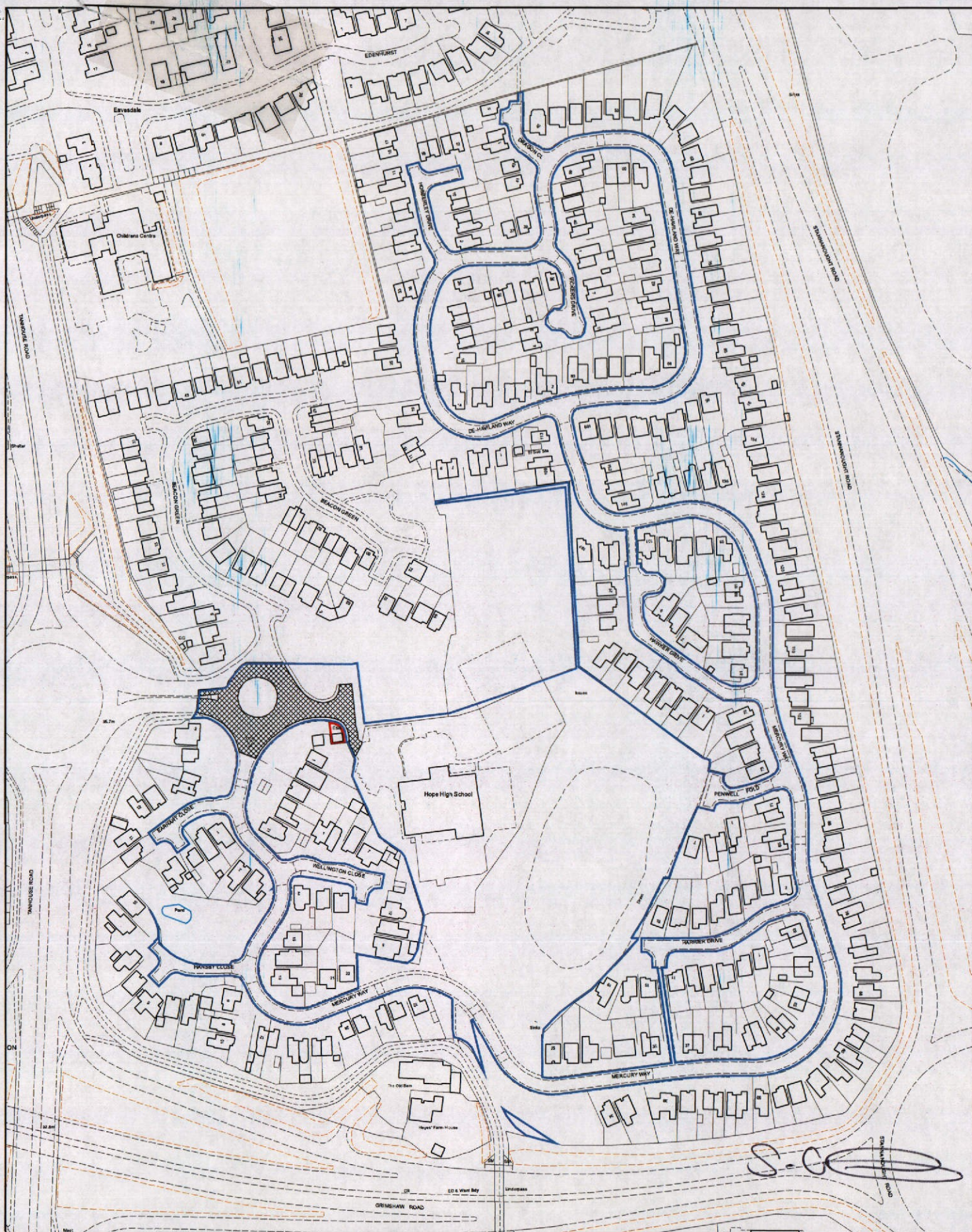
"Lease" means the Lease dated 29th November 2019 between Lancashire County Council and E.S Pipelines Limited.

"Plan" means the plan attached hereto.

"Retained Land" means the remaining land of the Transferor contained within the Title Number as at the date of this Transfer excluding the Property and insofar as it falls within the land shown edged blue on the Plan.

"Rights" means the rights set out in clause 12.2 of this Transfer.

"Roads" means until adoption by the appropriate body any roads carriageways footways verges pavements services strips service areas or footpaths now or at any time after the date of this Transfer constructed on the Retained Land linking the Property with the public highway and until constructed the intended site of such roads carriageways footways verges pavements services strips service areas or footpaths.



"Street Works UK Guidelines"	means the then current edition of the Street Works UK guidelines as updated from time to time or any such guidelines amending or replacing the same.
"Substation"	means the enclosure and building (if applicable) constructed or to be constructed on the Property within on or over which the Transferee's electrical plant as defined by Section 64 of the Electricity Act 1989 are or will be situated.
"Underground Electric Lines"	means the underground electric lines for transmitting electricity within the meaning of Section 64 of the Electricity Act 1989 and all apparatus appertaining thereto.
"Undertaking"	means the undertaking of the Transferee within its area pursuant to the Transferee's distribution licence granted, or treated as granted, under Section 6(1)(c) of the Electricity Act 1989 (as amended, supplemented, novated or replaced from time to time), and each and every part of it.

12.1 In interpreting this Transfer:

- 12.1.1 words importing the masculine and feminine shall be construed as importing any other gender;
- 12.1.2 words importing the singular shall be construed as importing the plural and vice versa;
- 12.1.3 any reference to a colour is to one on the Plan;
- 12.1.4 any covenant by the Transferor or the Transferee not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;
- 12.1.5 any reference to any legislative provision includes any subsisting re-enactment or amending provision;
- 12.1.6 the terms "Transferor" and "Transferee" shall include successors in title and where the Transferor comprises more than one party any obligations on the Transferor's part shall be joint and several;
- 12.1.7 any reference to the "Property" includes the Substation constructed on the Property (if any);
- 12.1.8 where the Transferee installs or has installed more than one underground electric line reference to "the Underground Electric Lines" in this Transfer shall be to each and every underground electric line installed (or to be installed as appropriate).

12.2 Rights granted for the benefit of the Property

- 12.2 The transfer of the Property is made together with the benefit of the following rights in favour of the Transferee granted for the benefit of the Transferee and the Undertaking and which may be exercised by the Transferee and its employees agents contractors sub-contractors and licensees as are properly engaged in the Transferee's Undertaking:

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

- 12.2.1 A right of drainage and watercourse now or usually enjoyed by the Property from all or any part of the Retained Land.
- 12.2.2 A full and free right and liberty for the Transferee and all persons authorised by it with or without vehicles machinery apparatus and equipment at all times and for all purposes to pass and repass (in common with the Transferor and all others entitled to the like right) over and along the Roads.
- 12.2.3 A full and free right and liberty for the Transferee and all persons authorised by it with or without vehicles machinery apparatus and equipment to enter and be upon the Retained Land for the purpose of inspecting any buildings structures electrical plant or the Substation (including boundary walls and fences) erected upon the Property and the carrying out of repairs and maintenance thereto.
- 12.2.4 A full right of subjacent and lateral shelter support and protection from the Retained Land and any buildings thereon to support uphold and maintain the Property and any of the Transferee's electrical plant and machinery on the Property.
- 12.2.5 A full and free right and liberty for the Transferee and all persons authorised by it with or without vehicles machinery apparatus and equipment to lay construct use test inspect maintain repair alter supplement replace relay renew and remove or render unusable along and under the Roads such Underground Electric Lines as the Transferee may from time to time require in connection with the Undertaking and for this purpose to enter upon the Roads and the Retained Land on reasonable prior written notice (except in case of emergency) with or without workmen vehicles and equipment and to break open the surface of and excavate the Roads so far as this may be necessary.

12.3 Rights Reserved for the benefit of the Retained Land

- 12.3 The following rights are reserved in favour of the Transferor for the benefit of the Retained Land:
- 12.3.1 The right to re-enter the Property excluding the Substation and subject always to complying with the covenant in clause 12.7.4 of this Transfer.

12.4 Restrictive Covenants by the Transferee

- 12.4 The Transferee covenants with the Transferor that it will observe and perform the following covenants for the benefit and protection of the Retained Land so as to bind the Property into whosoever hands the same may come but not so as to render the Transferee liable for any breach of this covenant occurring after it has parted with all interest in the Property:
- 12.4.1 For the period from the date of this Transfer up to and including the 22 JUNE 2041 not to use the Property for any purpose other than as a gas governor or an electricity substation site and for transforming converting distributing or controlling electricity for the purpose of the Undertaking.

12.5 Personal covenants by the Transferee

- 12.5 The Transferee covenants with the Transferor:
- 12.5.1 To indemnify the Transferor against all claims, expenses and demands arising out of the use or occupation of the Property by the Transferee or the exercise by the Transferee of any of the Rights hereunder and

caused by the negligent act or omission of the Transferee (or any persons under its control or acting with its authority) **PROVIDED ALWAYS** that this indemnity shall not extend to any injury or damage caused solely by the Transferor (or any person under the control of or acting with the authority of the Transferor) or to such proportion of such injury or damage as may be directly attributable to the Transferor (or such person as aforesaid) and in relation to the indemnity under this clause 12.5.1 in no circumstances shall the Transferee be liable in contract, tort (including negligence, nuisance and/or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any economic or consequential loss whatsoever **AND PROVIDED FURTHER** that the Transferor shall forthwith give notice in writing to the Transferee of any such claims, expenses or demands suffered, brought or sustained by or against the Transferor and the Transferor shall not settle, adjust or compromise the same without the prior written consent of the Transferee **AND PROVIDED FURTHER** that in respect of liability for matters other than death and personal injury the total liability of the Transferee under this clause 12.5.1 shall not exceed the sum of Five Million Pounds (£5,000,000.00) for any one claim or series of claims arising from the same incident.

- 12.5.2 To exercise the Rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affecting the same.

12.6 Personal covenants by the Transferor

- 12.6 The Transferor covenants with the Transferee:

- 12.6.1 To indemnify and keep indemnified the Transferee from and against all costs charges and expenses which may at any time be or become assessed or charged on the Property or any part thereof or on the owner or occupier thereof respectively by reason of the sewerage levelling paving metalling flagging channelling making up and maintaining of any Roads abutting the Property until such road or sewer shall be taken over and adopted by the local or other appropriate authority.

12.7 Restrictive covenants by the Transferor

- 12.7 The Transferor covenants with the Transferee that it will observe and perform the following covenants for the benefit and protection of the Property and the Undertaking so as to bind the Retained Land into whosoever hands the same may come but not so as to render the Transferor liable for any breach of this covenant occurring after it has parted with all interest in the Retained Land:

- 12.7.1 To keep the Roads open and unbuilt upon.
- 12.7.2 Not to alter or permit or suffer to be altered the level of the Roads from that existing at the date hereof nor to cover the surface thereof with any material which makes it more difficult to exercise the Rights hereby granted in respect of the Roads.
- 12.7.3 Not to drive spikes or stakes into the Roads nor to plant any trees or deep rooted shrubs therein.
- 12.7.4 Not to do or permit anything to be done in or upon the Retained Land or the Property which will interfere with the exercise by the Transferee of the Rights or cause damage to the Property and/or the Underground Electric Lines or affect the electrical performance of the Substation and/or the Underground Electric Lines and in the event of such damage being caused to notify the Transferee immediately upon becoming aware of such damage.

- 12.7.5 Not to commence any action in nuisance in connection with the installation retention existence or proper operation of the Substation and/or Underground Electric Lines in accordance with the terms of this Transfer.
- 12.7.6 To provide the Transferee with the relevant certificate to comply with the restriction registered pursuant to paragraph 12.8.6.2 of this Transfer within 10 working days of receipt of a valid request from the Transferee.

12.8 Agreement and Declaration

12.8 The Transferor and the Transferee hereby declare and agree as follows:

12.8.1 a party which is not a party to this Transfer shall not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999;

12.8.2 the benefit of this Transfer is to run with the Undertaking and be attached to each and every part of it;

12.8.3 the burden of this Transfer is to run with the Retained Land and bind every part of it;

12.8.4 Nothing in this Transfer shall prevent the Transferor permitting statutory undertakers from installing other service media alongside or within the Roads PROVIDED THAT this is done in accordance with the Street Works UK Guidelines and in compliance with all relevant regulations and requirements whether statutory or otherwise including (without limitation) all relevant health and safety regulations for the time being affecting the same;

12.8.5 the covenants on the Transferee's part contained in this Transfer are given in consideration of the transfer of the Property and benefit the Transferor and constitute valuable consideration for the purposes of the Land Registration Act 2002 and the Land Registration Rules 2003;

12.8.6 the Transferee shall apply to the Chief Land Registrar for:

12.8.6.1 the entry of notice of the Rights; and

12.8.6.2 the entry of the following restriction:

"No Transfer or Lease of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Lancashire County Council or Lancashire County Council's solicitor that the provisions of clause 1 of a Deed of Covenant made between (1) the Lancashire County Council and (2) Electricity North West Limited dated [23 JUNE] have been complied with."

on the title number given to the Property; and

12.8.7 the disposition effected by this Transfer is subject to the Lease and all rights and obligations arising by virtue of it.

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

Executed as a Deed

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

Authorised signatory

EXECUTED as a DEED)
by Electricity North West Limited)
acting by its Attorney)

Sarah GreenSmith)

[Signature]

under a Power of Attorney)
in the presence of:)

Signature of Witness: *MANITA*

Name (in BLOCK CAPITALS): **MANITA ALE**

Address: Geldards LLP, The Arc, Enterprise Way, Nottingham NG2 1EN

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) 07/08
08