

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.

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,

1	Title number(s) out of which the property is transferred: LA876215
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land to the rear of 8 Wellington Close, Skelmersdale, Lancashire The property is identified ☒ on the attached plan and shown: edged red on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date: 12 th January 2023.
5	Transferor: The 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 the United Kingdom including any prefix:
6	Transferee for entry in the register: Douglas Joseph McCready <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

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.

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.

For overseas companies

(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:

8 Wellington Close, Holland Park, Skelmersdale, Lancashire WN8 6BJ

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):

One Thousand Seven Hundred Pounds (£1,700.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

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

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

Deed of Covenant: the deed of covenant made on the date of this transfer deed between the Transferor and the Transferee in relation to the Property.

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

Overage Period: 20 years from the date of this Transfer

Plan 1: the plan attached to this Transfer marked Plan 1.

Plan 2: the plan attached to this Transfer marked Plan 2.

Retained Land: the remaining land under title number LA876215 shown edged blue on Plan 2.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

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 or 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 "Develop" and "Development" shall have the meanings assigned to them respectively by the Town and Country Planning Act 1990 or any re-enactment or modification for the time being in force.

12.11 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 16 June 2021 at 12:28:22 under title number LA876215;
- (b) any matters discoverable by inspection of the Property before the date of this transfer;
- (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) any matters contained or referred to in a Transfer dated 27th May 2021 of 4 plots of land at Mercury Way, Skelmersdale made between (1) The Lancashire County Council and (2) MC Housing Limited;
- (h) any matters contained or referred to in a Transfer dated 27th May 2021 of land at Hansby Close, Skelmersdale made between (1) The Lancashire County Council and (2) Hansby Green Limited;

- (i) any matters contained mentioned or referred to in a Transfer dated 23rd June 2021 of land at Mercury Way Substation 218234, De-Haviland Way, Skelmersdale made between (1) Lancashire County Council and (2) Electricity North West Limited; and
- (j) any matters contained mentioned or referred to in a Transfer dated 23rd June 2021 of land at Tanhouse Road Substation 211348, Mercury Way, Skelmersdale made between (1) Lancashire County Council and (2) Electricity North West Limited.

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

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.

14 Rights reserved for the benefit of other land

14.1 There shall be excepted and reserved to the Transferor and its successors in title for the benefit of the Retained Land and each and every part of it:

14.1.1 The right of support and protection to the Retained Land and any building on the Retained Land to the extent that such support and protection exists at the date of this transfer.

14.1.2 The right to use and to connect into any Service Media at the Property which serve the Retained Land which are in existence at the date of this transfer or are installed or constructed after the date of this transfer

14.1.3 The right to lay, maintain, renew, repair, install, construct, re route or replace any Service Media to serve or which serves the Retained Land

14.1.4 The right to enter onto the Property as far as reasonably necessary for the purpose of inspecting or carrying out works to the Retained Land or inspecting, laying, maintaining, repairing renewing or replacing the Service Media to serve or which is to serve the Retained Land and to make connections to any such Service Media which are in existence at the date of this transfer or are installed or constructed after the date of this transfer.

14.1.5 The full and unrestricted right to erect or permit to be erected any building or other erections and to alter any buildings or other erections now or in the future standing or erected on any part or parts of the Retained Land or to Develop the Retained Land or use the Retained Land or to plant trees on the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any buildings which is or may be erected upon any part of the Property and so that all privileges of light and air now or at any time in the future to be enjoyed over

any part of the Retained Land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right.

14.1.6 The right of all other easements quasi-easements liberties privileges rights and advantages now or heretofore enjoyed by the Retained Land and each and every part or parts of the Retained Land and that land over or in respect of the Property or which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land and each and every part or parts of the Retained Land and that land if the same had been transferred to such purchaser and the Property had been retained by the Transferor.

Include words of covenant.

15 Restrictive Covenants by the transferee

15.1 The Transferee pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 with the intent to bind so far as may be possible the Property and each and every part thereof and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the Property or any part or parts thereof hereby covenants with the Transferor that the Transferee during the Overage Period will not :

- (a) use or occupy the Property or any part or parts thereof or permit or suffer the same to be used or occupied for any purpose other than for garden land in connection with a dwelling house ("the Purposes") and
- (b) (without prejudice to the generality of the foregoing) carry out any development on the Property or any part or parts thereof or permit or suffer the same to be developed save for such development (if any) as shall be consistent with the use or occupation of the Property for the Purposes

This clause 15.1 is the "Restrictive Covenant".

include words of covenant.

16 Restrictive Covenants by the Transferor

None

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

17 Other

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 LA876215 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.

17.2 The Transferee covenants with the Transferor that if and when during the Overage Period the Transferee shall transfer or create any estate or interest in the Property or any part or parts thereof in favour of another person or other persons ("the Transferee's Successor") the Transferee shall procure that the Transferee's Successor shall enter into a covenant for himself or themselves and his or their successors in title (jointly and severally in the case of a covenant by more than one person) to observe and perform the covenants and obligations on the part of the Transferee contained in this Transfer and such of the covenants agreements and provisions of the Deed of Covenant as fall to be observed and performed by the Transferee and also a covenant in terms similar to this covenant which said covenants shall be expressed to be for the benefit of and enforceable by the Transferor and its successors in title and assigns to the intent that such covenants may be enforced directly against the Transferee's Successor or any subsequent successor or estate owners by the person or persons for the time being entitled to the benefit of the Restrictive Covenant and the Right of Re-Entry.

17.3 The Transferee covenants with the Transferor to apply to the Land Registry to enter upon the title register to the Property at the Transferee's cost, a restriction in the following terms and shall procure that the restriction has priority to any mortgage or charge entered into by the Transferee:-

" Until [] 2042 no disposition of the registered estate by the proprietor of the registered estate, or

by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The Lancashire County Council of PO Box 100, County Hall, Preston, PR1 0LD or the conveyancer"

and shall, no later than three months after the date of this transfer, provide the Transferor with an official copy of the register evidencing the restriction.

17.4 Right of Re-entry

17.4.1 If at any time before the expiration of the Overage Period the Property or any part or parts thereof shall be used or occupied for any purpose other than the Purposes or shall be developed in any way other than a way permitted by clause 15.1 then and in any such case the Transferor or other the person or persons in whom the benefit of the rights and interests hereby conferred shall for the time being be vested may serve upon the Transferee or other the owner or owners for the time being of the freehold estate in the Property or (as the case may be) of the relevant part or parts thereof a notice in writing referring to the said use or occupation for a purpose other than the Purpose or (as the case may be) the contravening development or rights and requiring that the said use or occupation or contravening development or rights shall be discontinued or removed within such period (not being less than 21 days) as may be specified in the notice and if at the end of the said period the said use or occupation or the said contravening development or rights shall not have been discontinued or removed in its entirety then and in any such case it shall be lawful for the person or persons serving the said notice and without prejudice to any right or remedy which may be vested in them and notwithstanding any actual or constructive waiver of any previous right of re-entry or other right or remedy to enter upon the Property or any part or parts thereof in the name of the whole and hence forth to hold and enjoy the same in fee simple in possession free from encumbrances or any derivative estates or interests and thereupon the person or persons exercising such right of re-entry shall become entitled to delivery of all the title deeds relating to the Property.

17.4.2 The Transferee shall execute any such deeds and assurances and take any such action as shall properly be required by the Transferor or the Chief Land Registrar or the Courts to give effect to the vesting of the Property or the relevant part thereof in the person exercising the Right of Re-Entry set out at paragraph 17.4 above for an estate in fee simple absolute in possession free from encumbrances and any derivative estates and interests.

This clause 17.4 is the "Right of Re-Entry".

17.5 Any right of entry granted or excepted and reserved in the absence of any emergency or contrary agreement shall only be exercised at a reasonable time of day following the giving of such advance notice as is reasonable in the

circumstances. Entry shall be exercised so as to cause as little disturbance as possible unless contrary provision is made in this Transfer. The property entered upon shall be reinstated and any damage or loss shall be made good to the reasonable satisfaction of the owner or occupier thereof. The right of entry may also be exercised by those authorised by those having the right and shall include the right to take onto the property the equipment necessary to carry out the works involved

17.6 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.

17.7 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.

17.8 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.

17.9 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.

17.10 The Transferee acknowledges that this Transfer will become a public document. The Transferor may disclose to any person within the Transferor's organisation and to any third party the identity of the Transferee and the Transferee acknowledges that the Transferee's identity may be published.

17.11 The Transferee confirms that the Transfer will be lodged for registration at H M Land Registry by the Transferee within 30 days of the date of this Transfer."

17.12 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.

17.13 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.

17.14 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.

17.15 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 pursuant to the Scheme of Delegation to Chief Officers in the presence of:

Authorised Signatory

Executed as a deed by

**DOUGLAS JOSEPH
MCCREADY**

Signature

in the presence of

Witness Signature:

Witness Full Print
Name:

.....*J. Lang*.....
.....*Julie Lang*.....

Witness Address:

21 Liverpool Road Nor
Burscough.....
L40 5TN.....

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 36 of the Land Registration Rules 2003.

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WELLINGTON
CLOSE

12

8

MERCURY WAY



SKELMERSDALE
land to rear of 8 Wellington Close

Original scale: 1:250 @ A4
Scale should always be verified in case of unintentional distortion during reproduction

Grid Ref: SD5005mw	Plan Ref: v1.0p
File Ref: EST/AC	Date: 21.09.22

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