

Land Registry  
Transfer of part of registered title(s)

TP1

1	Title number(s) out of which the property is transferred: SL175966
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p><b>COVERIDGE FIELDS FARM, WHEATHILL, BRIDGNORTH, SHROPSHIRE, WV16 6QT</b></p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: <b>3 OCTOBER 2019</b>
5	<p>Transferor:</p> <p><b>ROSEMARY VERA SADLER</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><b>PHILIP ANDREW JOHNSON &amp; LINDA PATRICIA JOHNSON</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p> <p><b>COVERIDGE FIELDS FARM, WHEATHILL, BRIDGNORTH, SHROPSHIRE, WV16 6QT</b></p>
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): SIX HUNDRED AND THIRTY FIVE THOUSAND POUNDS (£635,000.00)</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>

☐ limited title guarantee

The covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 (LPPA 1994) are modified so that:

(a) the covenant set out in section 2(1)(b) of the LPPA 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

(b) the covenant set out in section 3 of the LPPA 1994 shall extend only to charges or incumbrances 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:

12 Additional provisions

### 12.1 Definitions and Interpretation

12.1.1 The following definitions and rules of interpretation apply in this transfer.

**Ditch:** the Ditch situate on the Retained Land show in the approximate position by a broken brown line on Plan 1.

**Disposal:** assent or transfer.

**Driveway:** the private driveway forming part of the Retained Land and shown hatched brown on Plan 2.

**Existing Water Supply Pipes:** the existing water supply pipes (an ancillary apparatus) connected to the Water Main to supply water to the Retained Land shown in the approximate position by continuous blue lines on Plan 1.

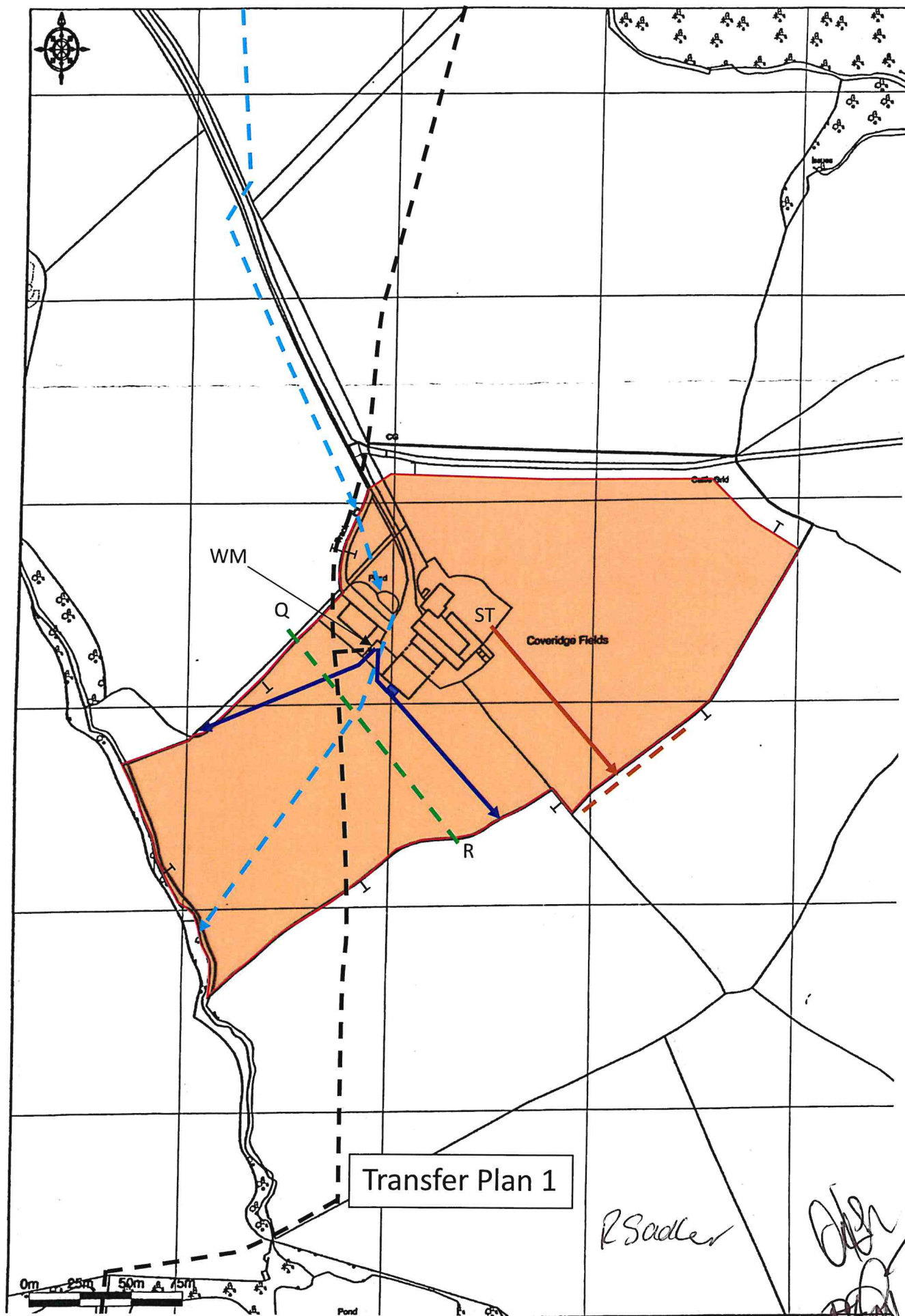
**New Water Supply Pipe:** a water supply and outflow pipe to be laid on the Property by the Transferor shown in the approximate position by a broken green line between points Q-R on Plan 1.

**Outflow Pipe:** the Outflow Pipe draining water from the Septic Tank situate on the Property and shown in the approximate position by a continuous brown line on Plan 1.

**Plan 1:** the plan attached to this transfer marked "Plan 1".

**Plan 2:** the plan attached to this transfer marked "Plan 2".

**Property:** the freehold Property known as Coveridge Fields Farm, Wheathill, Bridgnorth, Shropshire, WV16 6QT being part of the land registered at H M Land Registry with absolute title under title number SL175966 and shown edged red on Plan 1 and each and every part of it.



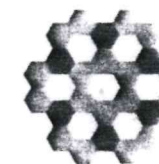




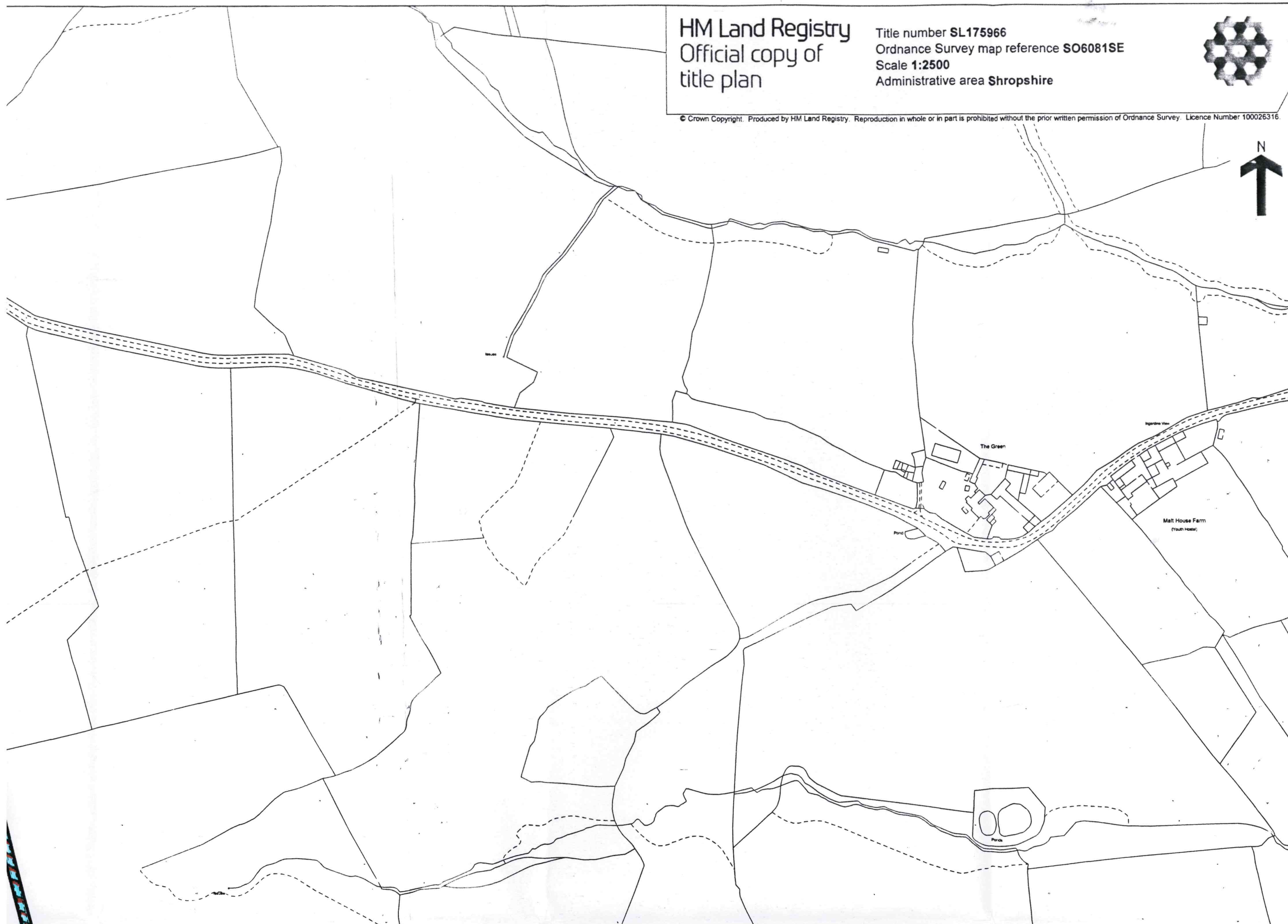


HM Land Registry  
Official copy of  
title plan

Title number **SL175966**  
Ordnance Survey map reference **SO6081SE**  
Scale **1:2500**  
Administrative area **Shropshire**



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This official copy issued on 24 July 2019 shows the state of this title plan on 24 July 2019 at 12:42:45.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Durham Office.

Plan 2



9 at 12:42:45.

02).

ject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

Plan 2



**Retained Land:** the freehold property at Coveridge Fields Farm, Wheathill, Bridgnorth, Shropshire, WV16 6QT shown edged in blue and in part hatched brown on Plan 2 and being the remainder of the land (excluding the Property) registered at HM Land Registry with title absolute under title number SL175966 and each and every part of it.

**Right of Way:** the right of way along the road to the north of the Driveway and leading to the adopted highway between the points marked A-B on the filed plan of the Retained Land.

**Septic Tank:** the septic tank (and ancillary apparatus and any replacement of it) situate on the Property and serving the Property shown in the approximate position marked "ST" on Plan 1.

**Services:** water, effluent, gas, fuel, oil, electricity, telephone, telephonic signals, television, visual, audio, fax, electronic mail, data, information and communications.

**Service Media:** all media for the supply or removal of heat, smoke, electricity, gas, water, energy, telecommunications, television and data and all structures, machinery and equipment ancillary to those media and which for the avoidance of doubt includes the Existing Water Supply Pipes, the Outflow Pipe, the Spring Fed Water Supply Pipes and the Water Main.

**Spring Fed Water Supply Pipes:** the spring fed water supply pipes shown in the approximate position by broken blue lines on Plan 1.

**Transferee's Deed of Covenant:** a deed of covenant in favour of the Transferor or the owner or owners from time to time of the Retained Land or any part of it containing covenants in the same terms as those given by the Transferee in clause 12.6.1 of this transfer with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed.

**Transferor's Deed of Covenant:** a Deed of Covenant in favour of the Transferee or the Owner or Owners from time to time of the Property or any part of it containing covenants in the same terms as those given by the Transferor in clause 12.7.1 of this Transfer with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed.

**VAT:** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

**VATA 1994:** Value Added Tax Act 1994.

**Water Main:** the mains water pipe the approximate position of part of which is shown with a broken black line on Plan 1

**12.1.2** Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

**12.1.3** A person includes a corporate or unincorporated body (whether or not having separate



legal personality).

- 12.1.4** Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 12.1.5** A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 12.1.6** A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 12.1.7** Clause headings shall not affect the interpretation of this transfer.
- 12.1.8** Any reference to a clause is to one so numbered in this panel unless otherwise stated.
- 12.1.9** Any reference to a colour or letter is to one on Plan 1 or Plan 2.
- 12.1.10** Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 12.1.11** Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.
- 12.1.12** Any reference to the **Transferor** or the **Transferee** shall include that party's personal representatives, successors in title or permitted assigns.

## **12.2 Rights granted for the benefit of the Property**

The Property is transferred together with the following rights over the Retained Land but subject to the observance and performance of the covenants contained in clause 12.6:

### **12.2.1 Drainage**

The right for the Transferee to drain clean water from the Septic Tank situate on the Property through the Outflow Pipe into the Ditch.

### **12.2.2 Driveway**

The right for the Transferee and those authorised by it or them (in common with the Transferor and other persons having the same right) to pass with or without vehicles and animals over and along the Driveway at all times for all purposes connected with the reasonable use and enjoyment of the Property SUBJECT TO the Transferee paying to the Transferor on demand a sum equal to a fair and reasonable proportion according to use of all payments, costs and expenses properly incurred by or on behalf of the Transferor in maintaining the Driveway to a reasonable standard plus any VAT thereon.

### **12.2.3 Services**

The right (in common with all others entitled and so far as the same serve the Property) to take, pass and run (as appropriate) Services through the Service Media now laid in, on, over or under the Retained Land.

#### **12.2.4 Access**

The right at any time to enter upon the Retained Land after the giving of reasonable notice and at all reasonable times (or in the case of emergency at any time without notice) upon the Retained Land with or without necessary equipment, plant, machinery, agents, workmen and all those authorised by the Transferee so far as may be necessary for the purposes of inspecting, cleaning, maintaining, altering, repairing, renewing and replacing:

- (a) the Service Media;
- (b) the Driveway;
- (c) the Right of Way;
- (d) the Septic Tank; and
- (e) the Ditch.

#### **12.2.5 Support**

The right of subjacent and lateral support and protection from the Retained Land to support uphold and maintain the Property.

#### **12.2.6 Water Supply**

The right (in common with all others entitled and so far as the same serve the Property) to take a supply of water through those parts of the Spring Fed Water Supply Pipes located in, on or under the Retained Land and the right to enter those parts of the Retained Land as is reasonably necessary with or without vehicles, plant and equipment to retain, inspect, maintain, alter, renew and replace the Spring Fed Water Supply Pipes.

#### **12.2.7 Damage**

In exercising the rights of entry granted by this deed the Transferee or other persons entering the Retained Land must:

- (a) cause as little damage to it as reasonably possible;
- (b) make good the damage caused in the exercise of the above rights within a reasonable time afterwards to the reasonable satisfaction of the owner for the time being of the Retained Land;
- (c) pay reasonable compensation for any damage not capable of being made good as mentioned above;
- (d) take reasonable care for the persons lawfully on or using those parts of the Retained Land being entered; and
- (e) cause as little inconvenience as is reasonably practicable to the owners and occupiers for the time being of the Retained Land.

### **12.3 Rights reserved for the benefit of other land**

There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights:

#### **12.3.1 Existing Water Supply**

- (a) the right to take a supply of water through those parts of the Existing Water Pipes located in, on or under the Property together with the right to enter those parts of the Property as is reasonably necessary with or without vehicles, plant and equipment to use, retain, inspect, maintain, alter, renew, replace and remove the Existing Water Pipes.
- (b) the right to enter those parts of the Property as is reasonably necessary to read the meter and sub-meter show in the approximate position marked "M" on Plan 1.

#### **12.3.2 Services**

The right (in common with all others entitled and so far as the same serve other parts of the Retained Land) to take pass and run (as appropriate) Services through the Service Media now laid in on over or under the Property together with the right at any time to enter upon the Property after the giving of reasonable notice and at all reasonable times (or in the case of emergency at any time without notice) upon the Property with or without necessary equipment, plant, machinery, agents, workmen and all those authorised by the Transferee so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the said Service Media.

#### **12.3.3 Spring Fed Water Supply**

The right to enter those parts of the Property as is reasonably necessary with or without vehicles, plant and equipment (at the Transferor's expense and in a proper and workmanlike manner) to lay the New Water Supply Pipe, for all purposes in connection with the reasonable use of the Retained Land, below the surface of the Property and to connect to the Spring Fed Water Supply Pipes and afterwards to use, retain, inspect, maintain, alter, renew and replace the New Water Supply Pipe.

#### **12.3.4 Support**

The right of subjacent and lateral support and protection from the Property to support, uphold and maintain the Retained Land.

#### **12.3.5 Damage**

In exercising the rights of entry granted by this deed the Transferor or other persons entering the Property must:

- (a) cause as little damage to it as reasonably possible;
- (b) make good the damage caused in the exercise of the above rights within a reasonable time afterwards to the reasonable satisfaction of the owner for the time being of the Property;



- (c) pay reasonable compensation for any damage not capable of being made good as mentioned above;
- (d) take reasonable care for the persons lawfully on or using those parts of the Property being entered; and
- (e) cause as little inconvenience as is reasonably practicable to the owners and occupiers for the time being of the Property.

## **12.4 Restrictive covenants by the Transferee**

**12.4.1** The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.4.2 ('the Transferee's Restrictions') and it is agreed and declared that:

- (a) the benefit of this covenant is to be attached to and enure for each and every part of the Retained Land with the express benefit of this covenant;
- (b) the burden of this covenant is intended to bind and binds each and every part of the Property into whosoever hands it may come but not so as to render the Transferee personally liable for any breach of this covenant arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is committed; and
- (c) an obligation in the Transferee's Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

**12.4.2** The Transferee covenants with the Transferor as follows:

- (a) not to do anything at the Property that would cause loss, damage, injury, or legal nuisance to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to any right in common with the Transferee;
- (b) not obstruct the Driveway or the Right of Way or deposit any waste, rubbish, soil or other material on any part of the Driveway or the Right of Way or in any other way interfere with, or disturb, the exercise of the same rights or similar rights by any other person authorised by the Transferor; and
- (c) not to allow to pass into the Outflow Pipe or Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

## **12.5 Restrictive covenants by the Transferor**

**12.5.1** The Transferor covenants with the Transferee to observe and perform the restrictions contained at clause 12.5.2 ('the Transferor's Restrictions') and it is agreed and declared that:

- (a) the benefit of this covenant is to be attached to and enure for each and every part of the Property with the express benefit of this covenant;
- (b) the burden of this covenant is intended to bind and binds each and every part of the Retained Land into whosoever hands it may come but not so as to render the Transferor personally liable for any breach of this covenant arising after the Transferor has parted with all interest in the Retained Land or the part of the Retained Land on which such breach is committed; and
- (c) an obligation in the Transferor's Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

**12.5.2** The Transferor covenants with the Transferee as follows:

- (a) not to do anything at the Retained Land that would cause loss, damage, injury, or legal nuisance to the Transferee;
- (b) not to obstruct the Driveway or the Right of Way or deposit any waste, rubbish, soil or other material on any part of the Driveway or the Right of Way or in any other way interfere with, or disturb, the exercise of the same rights or similar rights by any other person authorised by the Transferee;
- (c) not to do anything which could cause damage to or restrict the Transferee's use of the Outflow Pipe and the Ditch.

**12.6** **Positive covenants by the Transferee**

**12.6.1** The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) the Transferee covenants by way of indemnity only, to observe and perform the charges, encumbrances, covenants and restrictions contained or referred to in the Property and Charges Register of title number SL175966 insofar as they relate to the Property and the covenants contained in this Transfer insofar as they are subsisting and capable of taking effect and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.
- (b) to pay to the Transferor on written demand a fair and reasonable proportion according to use, as shall be determined by the Transferor (acting reasonably) of all costs properly incurred by the Transferor plus any VAT thereon in keeping the Driveway in reasonable repair; and
- (c) the Transferee shall comply with all laws relating to the use or operation of the Septic Tank and Outflow Pipe and shall, where necessary, replace or convert the Septic Tank and or Outflow Pipe so that they are capable of lawful use or operation.

- (d) The Transferee (meaning for the purposes of this clause PHILIP ANDREW JOHNSON & LINDA PATRICIA JOHNSON only) covenants with the Transferor that, immediately upon receipt of a Deed of Covenant properly executed by the person to whom a Disposal is being made, the Transferee shall provide a certificate consenting to the registration of that Disposal at HM Land Registry;
- (e) not to make any Disposal of the whole or any part of the Property without first procuring that the disponee enters into a Transferee's Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Transferor's Retained Land or any part of it.

## **12.7 Positive covenants by the Transferor**

- 12.7.1** The Transferor covenants with the Transferee for the benefit of the Property and each and every part of it, with the intention of binding the Retained Land and each and every part of it;
- (a) to keep the Driveway in reasonable repair and condition and clean SUBJECT TO the Transferee paying a fair and reasonable proportion (according to user) of the costs and expenses properly incurred by the Transferor in maintaining the Driveway in accordance with this Transfer; and
  - (b) The Transferor (meaning for the purposes of this clause ROSEMARY VERA SADLER only) covenants with the Transferee that, immediately upon receipt of a Deed of Covenant properly executed by the person to whom a Disposal is being made, the Transferor shall provide a certificate consenting to the registration of that Disposal at HM Land Registry;
  - (c) not to make any Disposal of the whole or any part of the Retained Land without first procuring that the disponee enters into a Transferee's Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Property or any part of it.

## **12.8 Agreements and Declarations**

It is agreed and declared that:

- 12.8.1** The boundary features which belong to and which are the responsibility of the Property are marked on Plan 1 with a "T" within the boundaries of the Property.
- 12.8.2** The boundary features which belong to and are the responsibility of the Retained Land are marked on Plan 1 with a "T" within the boundaries of the Retained Land.
- 12.8.3** The rights granted by this transfer in relation to the Septic Tank, the Outflow Pipe and the Drain shall extend not only to the buildings and dwellings as are now situate on the Property but to any development, extension and conversion of those buildings and for up to one additional dwelling on the Property.
- 12.8.4** The Transferee to the Property shall not be entitled to any right of access of light and



air or any other easement or right which would restrict or interfere with the free use of the Retained Land for building, development or any other purpose.

**12.8.5** The Transferee shall not be entitled to the continuance of, nor shall he by virtue of this transfer or of the Law of Property Act 1925 Section 62 acquire, any easement, right, privilege or advantage over or in respect of the Retained Land or be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this Transfer.

**12.8.6** The Transferee and his successors in title the owners and occupiers for the time being of the Property are not entitled to any rights of way of any nature or purpose whatsoever over the Retained Land other than those which are specifically granted to the Transferee in this Transfer.

**12.8.7** For the avoidance of doubt it is hereby agreed that there is no intention to confer any benefit on any other party who may otherwise be or become so entitled by the Contract (Rights of Third Parties) Act 1999 and all and any such benefit is expressly excluded from this Transfer

**12.8.8** Any dispute arising in connection with the determination of the Transferee's proportion of the costs referred to in clause 12.6.1(b) shall be referred to a surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors (who shall act as an expert and not as an arbitrator) to be agreed upon by the parties or (in the event of failure so to agree) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the written decision of such person (including any determination as to the costs of such decision) shall accordingly be final and binding on both the parties in the absence of manifest error or fraud **OR** submitted to arbitration in accordance with the Arbitration Act 1996.

**12.8.9** The Transferor and the Transferee hereby apply to H M Land Registry for registration of the following restriction against the Transferee's title to the Property:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.6.1(d) of a Transfer dated [ **3** ] **OCTOBER** 2019 made between (1) Rosemary Vera Sadler and (2) Philip Andrew Johnson and Linda Patricia Johnson have been complied with."

**12.8.10** The Transferor and the Transferee hereby apply to H M Land Registry for registration of the following restriction against the Transferor's title to the Retained Land:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.7.1 (c) of a a Transfer dated [

**3 OCTOBER**] 2019 made between (1) Rosemary Vera Sadler (2) Philip Andrew Johnson and

Linda Patricia Johnson have been complied with."

**12.8.11** 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.

13 Execution

Executed as a deed by

**ROSEMARY VERA SADLER**

Signature RSadler

in the presence of:

Signature of Witness



Name (in block capitals)

PETER JAMES PRESTON

Address of Witness

MFG Solicitors LLP  
9 Corve St  
Ludlow  
SY8 1DE

Executed as a deed by

**PHILIP ANDREW JOHNSON**

Signature 

in the presence of:

Signature of Witness



Name (in block capitals)

DAWN BOLGER

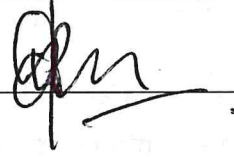
Address of Witness

mfg Solicitors LLP  
9 Corve St, Ludlow  
SY8 1DE

Executed as a deed by

**LINDA PATRICIA JOHNSON**

Signature



in the presence of:

Signature of Witness



Name (in block capitals)

**JANN BOLGER**

Address of Witness

mfg Solicitors LLP  
9 Corve St, Ludlow  
SY8 1DE