

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>COVERIDGE FIELDS FARM, WHEATHILL, BRIDGNORTH, SHROPSHIRE, WV16 6QT</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:
5	<p>Transferor:</p> <p>ROSEMARY VERA SADLER</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>[]</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>[]</p>
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): []

☐ 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 Law of Property (Miscellaneous Provisions) Act 1994 (LPMPA 1994) are modified so that:

- (a) 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
- (b) the covenant set out in section 3 of the LPMPA 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;

Adjoining Property Transfer: the Transfer dated 3rd October 2019 made between (1) the Transferor and (2) Philip Andrew Johnson and Linda Patricia Johnson.

Disposal: assent or transfer.

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

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

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

Plan 3: the plan attached to this transfer marked "plan 3".

Property: the freehold Property known as Land at 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.

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

Spring Fed Water Supply Pipes: the spring fed water supply pipes shown in the approximate position by broken blue lines on Plan 3.

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 of 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.

- 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, in respect of the rights set out in clause 12.2.1 subject to the observance and performance of the covenants contained in clause 12.4.1 (a) and (b):

12.2.1 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.

12.2.2 Support

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

12.2.3 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 Spring Fed Water Supply

The right to take a supply of water through that part of the Spring Fe Water Supply Pipe located in, on or under the Property and the right to enter those parts of the Property as are reasonably necessary with or without vehicles, plant and equipment to use, alter, renew and replace the Spring Fed Water Pipes.

12.3.2 Support

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

12.3.3 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 Positive covenants by the Transferee

12.4.1 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) 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.
- (d) The Transferee (meaning for the purposes of this clause [] only) covenants with the Transferor that, immediately upon receipt of a Transferor's 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.

12.5 Positive covenants by the Transferor

12.5.1 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) not to make any Disposal of the whole or any part of the Retained Land without first procuring that the disponee enters into a Transferor'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; and
- (c) The Transferor (meaning for the purposes of this clause ROSEMARY VERA SADLER only) covenants with the Transferee that, immediately upon receipt of a Transferee's 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.

12.6 Agreements and Declarations

It is agreed and declared that:

12.6.1 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.

12.6.2 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.

12.6.3 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.

12.6.4 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

12.6.5 Any dispute arising in connection with the determination of the Transferee's proportion of the costs referred **to** in clause 12.4.1(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.

12.6.6 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 12.4.1(c) of a Transfer dated [] 2020 made between (1) Rosemary Vera Sadler and (2) [] have been complied with."

12.6.7 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 12.5.1 (b) of a a Transfer dated [] 2020 made between (1) Rosemary Vera Sadler (2) [] have been complied with."

12.6.8 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_____

in the presence of:

Signature of Witness _____

Name (in block capitals) _____

Address of Witness _____

Executed as a deed by

[]

Signature_____

in the presence of:

Signature of Witness _____

Name (in block capitals) _____

Address of Witness _____

