These are the notes referred to on the following official copy

Title Number CU312606

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Land Registry Transfer of part of registered title(s)



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.

| iorn. Alternatively use continuation sn | neet CS and attach it to this form. |
|---|--|
| Leave blank if not yet registered. | 1 Title number(s) out of which the property is transferred: CU237829 |
| When application for registration is made these title number(s) should be entered in panel 2 of Form AP1. | 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'. | 3 Property: Bridge End Cottage, Nenthall, Alston, Cumbria, CA9 3LQ ☑ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown: |
| For example 'edged and numbered 1 in blue'. | |
| Any plan lodged must be signed by the transferor. | 3 |
| | 4 Date: 21 December 2018 |
| Give full name(s). Complete as appropriate where the | 5 Transferor: Patricia Anne Lanham For UK incorporated companies/LLPs Registered number of company or limited liability partnership |
| transferor is a company. | including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix: |
| Give full name(s). | 6 Transferee for entry in the register: Henry John Lanham |
| 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. | 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 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 | 7 Transferee's intended address(es) for service for entry in the register: New Nenthall Farm, Nenthall, Alston, Cumbria, CA9 3LQ |

electronic address.

The transferor transfers the property to the transferee Place 'X' in the appropriate box. State the 9 Consideration currency unit if other than sterling. If none of the boxes apply, insert an appropriate The transferor has received from the transferee for the memorandum in panel 12. property the following sum (in words and figures): £35,000.00 (thirty five thousand pounds) 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. 10 The transferor transfers with In full title guarantee Add any modifications. limited title guarantee Where the transferee is more than one Declaration of trust. The transferee is more than one person person, place 'X' in the appropriate box. 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 Complete as necessary. they are to hold the property on trust: Use this panel for: 12 Definitions

- 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.

- - 12.1 Plan: the plan attached to this Transfer
 - 12.2 Conduits: means any sewers drains (including field drains), Water Pipe, soakaways, septic tanks, cesspits, water treatment plants, pipes cables wires or other channels or conductors
 - 12.3 Retained Land: part of the remaining freehold property at New Nenthall Farm, Nenthall, Alston, CA9 3LQ and registered at HM Land Registry under title number CU237829
 - 12.4 Underground Electricity Cable: means the underground electricity cable the approximate route shown by a green line on the Plan
 - 12.5 Water Supply Pipe:- means the water supply pipe the approximate route shown by a blue line on the Plan
 - 12.6.1 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 12.6.2 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
 - 12.6.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
 - 12.6.4 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.
 - 12.6.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
 - 12.6.6 Clause headings shall not affect the interpretation of this transfer.
 - 12.6.7 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.

12.6.8 Where the Transferor and/or 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.

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

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

13 Rights reserved for the benefit of the Retained Land

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

- 13.1 A right for the Transferor and its successors in title to the Retained Land to run water soil gas fuels electricity telephonic signals and other services through the Conduits which now are or may at any time be in under or over the Property with power at all times on giving the owner or occupier for the time being of the Property reasonable notice (except in the case of an emergency when no notice shall be required) to enter onto the Property for the purpose of repairing renewing maintaining inspecting replacing and cleansing the Conduits PROVIDED that the rights contained in this clause are at all times SUBJECT to the persons exercising those rights:
- (a) making good all damage caused to the Property to the reasonable satisfaction of the owner for the time being of the property affected
- (b) paying reasonable compensation to any person affected for any damage not capable of being made good as mentioned above and
- (c) paying a reasonable proportion of the costs of repairing renewing maintaining and cleansing the Conduits which serve the Retained Land in common with the Property and paying all costs incurred in repairing renewing maintaining and cleansing any part of the Conduits on the Property which serve only the Retained Land.
- 13.2 The right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - (a) to inspect or carry out works to the Retained Land;
 - (b) to inspect, repair, maintain, install, re-route or replace any Conduits serving the Retained Land:

Include words of covenant.

14 Rights granted for the benefit of the Property

The Transferor grants to the Transferee for the benefit of the Property:

14.1 A right for the Transferee and its successors in title to the Property to install and run water and electricity through the Water Supply Pipe and Underground Electricity Cable serving the Property under the Retained Land with power at all times and on giving the owner or occupier for the time being of the Retained Land reasonable notice (except in the case of an

emergency when no notice shall be required) to enter onto the Retained Land for the purpose of repairing renewing maintaining inspecting replacing and cleansing the Water Supply Pipe and Underground Electricity Cable on the Retained Land PROVIDED that the rights contained in this clause are at all times SUBJECT to the persons exercising those rights

(a) making good all damage caused to the Retained Land to the reasonable satisfaction of the owner for the time being of the Retained Land affected

(b) paying reasonable compensation to any person affected for any damage not capable of being made good as mentioned above and

(c) paying a reasonable proportion of the costs of repairing renewing maintaining and cleansing the Water Supply Pipe and the Underground Electricity Cable which serve the Property in common with the Retained Land and paying all costs incurred in repairing renewing maintaining and cleansing any part of the Underground Electricity Cable and Water Supply Pipe on the Retained Land which serve only the Property.

15 Restrictive covenants by the transferee

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

15.1

(a) not to use the Property for any noisy, offensive, illegal or immoral purpose;

(b) not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property

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

Include words of covenant.

16 Other

- 16.1 The Transferee shall not be entitled to acquire any right of light or air which would restrict or interfere with the free user of any adjoining or neighbouring site or land of the Transferor for building or any other purpose and if there are any rights to light this is enjoyed with the consent of the Transferor.
- 16.2 All matters recorded at the date of the 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 Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act;
- 16.3 The Property will not, by virtue of this Transfer, have any rights or easements of the benefit of any other matters over the Retained Land other than those (if any) which are expressly mentioned in or granted by the Transfer and a

provision that section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by the Transfer.

- 16.4 The Transferee by way of indemnity only, on his own behalf and on behalf of his successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the CU237829 in so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.
- 16.5 The boundaries marked with an inward "T form part of the Property and are the ownership of the Transferee and are to be hereafter maintained and repaired by the Transferee.

The transferor must execute this transfer is a deed using the space opposite. If here 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 estriction), it must also be executed by he transferee.

17 Execution

Signed as a deed and delivered by Anne Lanham In the presence of:-

JANE JACICSON
1STANDREWS PLACE
PENRIM
CALL FAW

Signed as a deed and delivered by

Henry John Lanham In the presence/of:-

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.

PENRIMICALIAN

