

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, 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.

1	Title number(s) out of which the property is transferred: CU237829
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land to the rear of Bridge End Cottage, Nenthall, Alston, Cumbria, CA9 3LQ</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 28 th October 2019
5	<p>Transferor: Patricia Anne Lanham <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 England and Wales including any prefix:</p>
6	<p>Transferee for entry in the register: Henry John Lanham</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 England and Wales including any prefix:</p>
7	Transferee's intended address(es) for service for entry in the register: New Nenthall Farm, Nenthall, Alston, Cumbria, CA9 3LQ

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.

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):
£2,000.00 (two thousand pounds)
- ☐ 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

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 Definitions

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

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.

Include words of covenant.

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.

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;

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.

Include words of covenant.

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.

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

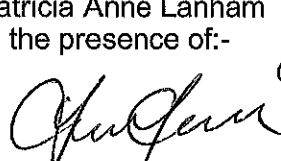
provision that section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by the Transfer.

- 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 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.

17 Execution

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


JANE JACKSON
1 St Andrews Place
Pent 1
Cam 7AW

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


JANE JACKSON
1 St Andrews Place, Pent 1, Cam 7AW.

WARNING

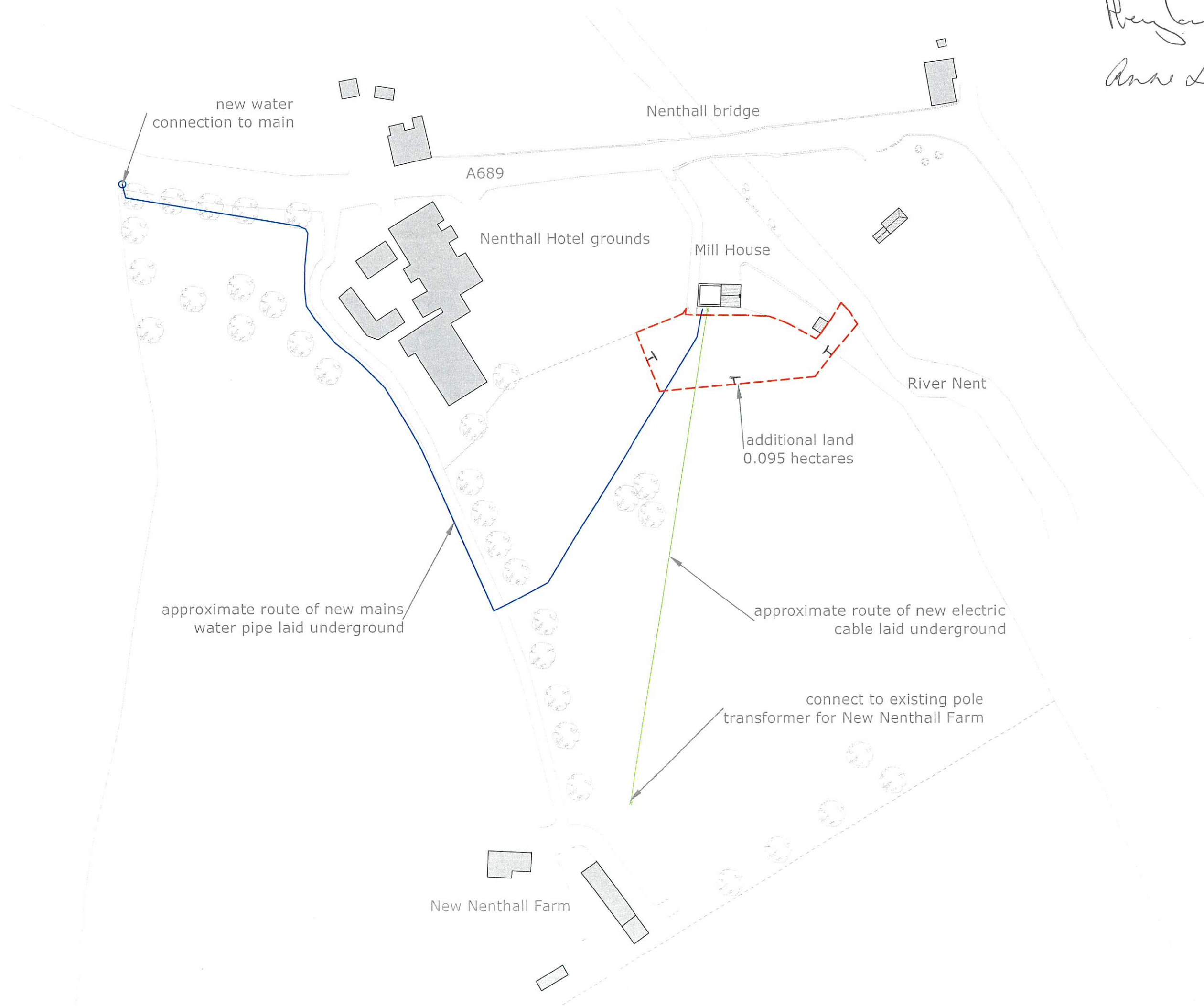
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.

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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.

Henry Lanham
Anne Lanham



Mill House, Nenthall
Additional area to south

1:1000 @ A3
2019-09-03
Henry Lanham