

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

1	Title number(s) out of which the property is transferred: EX961690
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Open space on the west side of Station Road, Alresford, Colchester The property is identified ☒ on the attached plan and shown: shaded orange and shaded orange and hatched yellow ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Taylor Wimpey UK Limited For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:1392762 For overseas companies (a) Territory of incorporation: Guernsey (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Alresford Parish Council 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 the United Kingdom 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 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.

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 [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

7 Transferee's intended address(es) for service for entry in the register:

The Pavilion Ford Lane Alresford Essex CO7 8AT

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 pound (£1.00)**

☐ 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

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:

Definitions and Interpretation

- 12.1 Unless otherwise stated or the context otherwise requires a reference to a clause, sub-clause or schedule is a reference to a clause, sub-clause or a schedule to this Transfer and references in a schedule to a paragraph or a sub-paragraph are to a paragraph or sub-paragraph of that schedule.
- 12.2 References to "Transferor" and "Transferee" include references to their respective successors in title and those deriving title under them save where expressly varied by this Transfer.
- 12.3 A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- 12.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 12.5 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.
- 12.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 12.7 Clause headings shall not affect the interpretation of this Transfer.
- 12.8 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.
- 12.9 A covenant by the Transferee not to do an act includes an obligation:
- (a) not to permit or suffer that act to be done; and
 - (b) to use best endeavours to prevent that act being done by another person.
- 12.10 The disposition effected by this transfer is made subject to and with the benefit of (as the case may be):
- (a) all matters registered as local land charges;
 - (b) all notices orders proposals or requirements affecting or relating to the Property given or made by any government department statutory undertaking or other public or local authority of which notice is given;
 - (c) all rights easements quasi- easements and privileges in the nature of light air drainage way and passage and other like rights used or enjoyed over the land and of which notice has been given;
 - (d) all matters disclosed in writing to the Transferee prior to the date of this Transfer;
- and the Transferor confirms to the Transferee that it has disclosed all of the above of which it is actually aware.
- 12.11 In this Transfer the following words have the following meanings:
- "Indexed Linked"** means increased to reflect any increase in the Index during the period from and including the date of the S106 Agreement to and including the actual date of payment of the contribution being on 3 July 2023.
- "Open Space Contribution Maintenance"** being the total sum of £65,085.58 being Index Linked

“Estate Roads” all roads, verges and footpaths now or hereafter constructed within the Transferor’s Retained Land which are intended to become highways maintainable at the public expense.

“Estate Sewer” all main foul and surface water sewers now or hereafter constructed within the Transferor’s Retained Land or the Property which are intended to become sewers maintainable at the public expense.

“Section 106 Agreement” the agreements dated 11th September 2019 and all further addendums, revisions, variations or modifications to in relation to the Estate (and where the context so requires the Open Space Land) and all references to the singular shall include plural

“Service Media” means sewers drains channels pipes watercourses gutters wires cables ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting transmissions and associated equipment now or later constructed within on under or through the Property or the Transferors Retained Land

“Services” means water soil effluent gas electricity telephone telephonic signals television visuals audio fax electronic mail data information communications and other similar services

“The Council” Tendring District Council of Town Hall Station Road Clacton-on-Sea Essex CO15 1SE

“Transferor’s Retained Land” means the freehold land forming part of title number in Panel 1 this Transfer that is not subject to this transfer

13. Rights granted for the benefit of other land

The rights for the Transferor and owners and occupiers for the time being of the Transferors Retained Land and all persons authorised by it to:

- 13.1 the right to use all Service Media for the passage of Services in over under or through the Property making good any damage which may be caused to the Property in the exercise of such right
- 13.2 the right to enter upon the Property so far as it reasonably necessary at all times on given not less than five working days prior written notice (except in an emergency) with or without vehicles workmen tools appliances and other equipment necessary to lay construct inspect renew and remove Service Media making good all damage caused to the Property in the exercise of such right PROVIDED THAT any connections to and construction of Service Media shall be approved by the Transferee (such approval not to be unreasonably withheld or delayed)
- 13.3 the right of subjacent and lateral support and protection from the Property

14. Rights Granted to the Transferee

- 14.1 the right the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right) to pass with or without vehicles along the Estate Roads for all reasonable purposes and over any roads which serve the Property to access the Property at any time to renew, inspect, repair or otherwise maintain the Property

15. Restrictive Covenants by the Transferee

- 15.1 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, not to

use or permit to be used the Property or any part thereof other than for public open space nature conservation leisure recreational or community purposes or a combination of these purposes and to keep the Property in good and tidy condition and for the avoidance of doubt the use and maintenance of the attenuation basin that forms part of the Property shall not constitute a breach of this clause.

- 15.2 In the event that an Estate Sewer passes through or within three metres of the Property (measured horizontally from the centre line of such Estate Sewer) that no buildings shall be erected or constructed on over or within three meters (measured as aforesaid) thereof unless prior written consent of the relevant water company has been obtained.

16. **Indemnity Covenant**

The Transferee covenants by way of indemnity only, to observe and perform the incumbrances, covenants and restrictions contained or referred to in the property and charges registers of title number EX961636 and in the S106 Agreement in so far as they relate to the Property and are within the reasonable control of the Transferee including the Open Space Contribution Maintenance and will keep the Transferor and The Council indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

17. **Agreements and Declarations**

It is hereby agreed and declared as follows:

- (a) The Council consents to the transfer of the Open Space Land to the Transferee.

(b) **Implied Rights**

Section 62 of the Law of Property Act 1925 and the Rule in Wheeldon and Burrows do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land except for those (if any) expressly granted or reserved by this Transfer.

(c) **Open Space Contribution Maintenance**

The Transferor agrees for the Council to transfer the Open Space Contribution Maintenance to the Transferee on the date of this transfer and the Transferee acknowledges receipt of this contribution and covenants with the Transferor and the Council to use this for the sole purpose of carrying out maintenance works and repairs to the Property as prescribed in the S106 Agreement.

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 must 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 [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 4.

18 Execution

**SIGNED as a DEED by
TAYLOR WIMPEY UK LIMITED**

Acting by its attorney
JAMES BALL/REBECCA WILKINSON/NICOLA TOVEY
in the presence of:

Witness Signature:

Witness Name:

Address: 730 Waterside Drive, Aztec West, Almondsbury,
Bristol, BS32 4UE

And by its attorney
JAMES BALL/REBECCA WILKINSON/NICOLA TOVEY
in the presence of:

Witness Signature:

Witness Name:

Address: 730 Waterside Drive, Aztec West, Almondsbury,
Bristol, BS32 4UE

Executed as a Deed by
TENDRING DISTRICT COUNCIL
by affixing the common seal in the presence of:

..... Head of Legal Services

**SIGNED as a DEED by
ALRESFORD PARISH
COUNCIL ACTING BY**

[]

[]

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 136 of the Land Registration Rules 2003.