

Parish Lands

At its meeting in November '23, the parish council an update on parish lands (WPC.23.11.05, **Min 23.11.19**) and, having identified Excello Law as their preferred conveyancer

Resolved

The parish council authorise the cost of conveyancing work to register land at Figures 1 & 2 of report WPC.23.11.09, at a cost of not more than £2050.00 plus VAT.

1. The necessary transfer (blue); and
2. Optional transfer 2 (green)

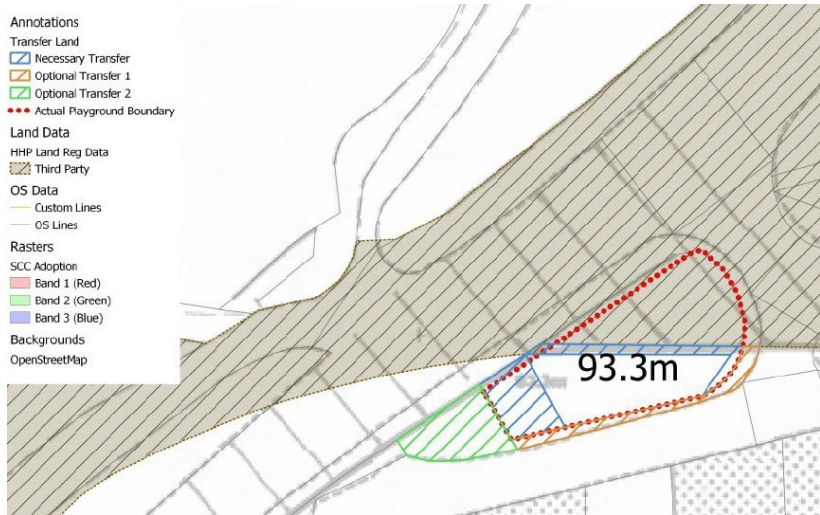


Figure 1.

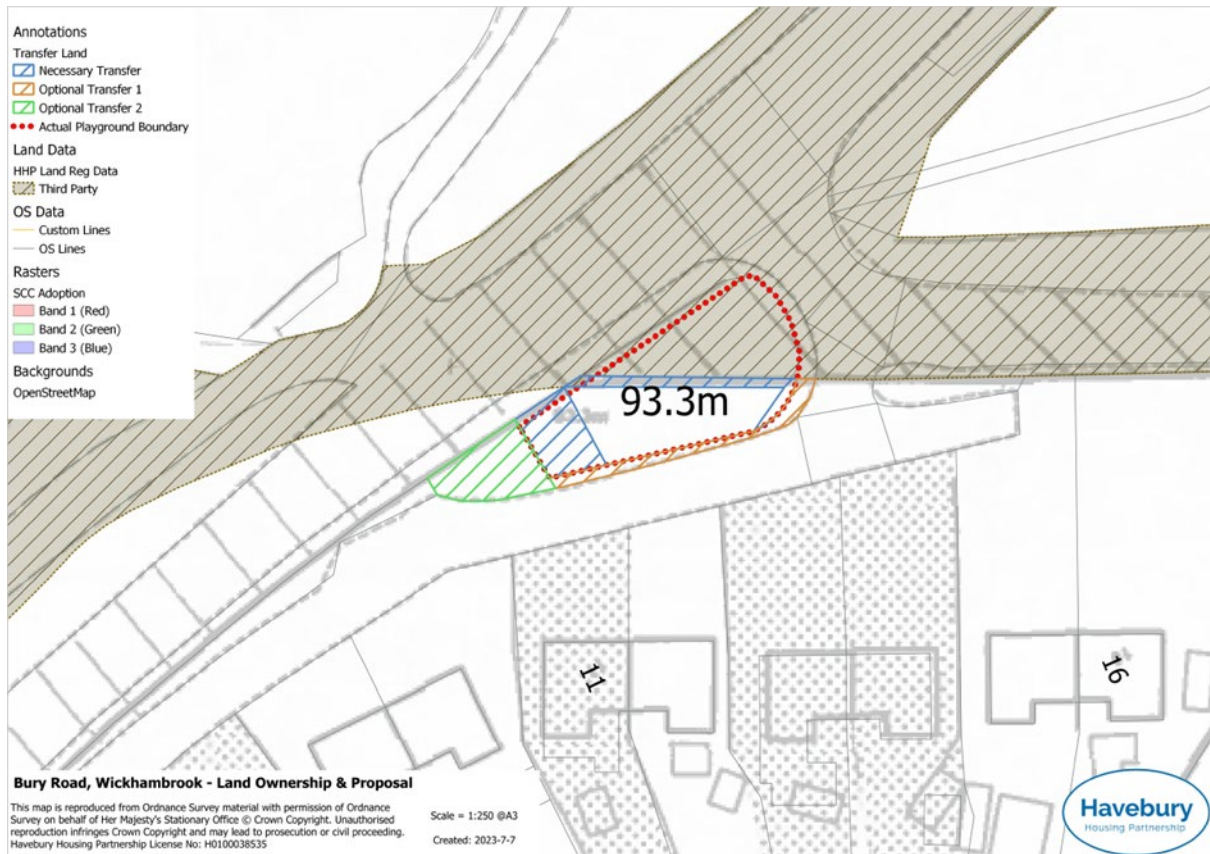


Figure 2.

Hilary Workman
 Clerk & RFO
 October 2023

The clerk subsequently instructed Excello Law to deal firstly with the transfer of land Havebury Housing Partnership at Figure 1 above (in accordance with the detailed quote at Appendix A).

The cost of the searches (Voucher 953, £229) has been paid, and Jacqueline Cooper of Excello Law has now provided a detailed report, attached as Appendix B, together with the following documents:

1. Conveyance Plan
2. 2016 Transfer of Part (Havebury Housing Partnership to Wickhambrook Parish Council)
3. The title out of which Havebury will transfer the piece of land to WPC, and plan¹.
4. Official copies of Transfer (redacted) - **items 3 & 4 distributed under separate cover**

The report from Excello Law provides a full picture of the complexity of the previous transfer from Havebury Housing Association to the parish council (2016), together with the obligations on the title to which we are already subject to and would be subject to should the parish council decide to proceed with transfer of title at Figure 1. These include:

1. Land would be taken subject to all rights granted over or under it and restrictions imposed for the benefit of the wider (Havebury) estate
2. The land has services under it (BT cable) to which Havebury and other users of the estate and statutory undertakers have a right to replace or add to service apparatus – this would have to be made good, but could be a nuisance
3. The parish council would need to enter into an indemnity for the benefit of Havebury (to compensate them for any loss if the pc does not comply with provisions that affect the land)
4. If the parish council were to transfer the land out to another party, it would have to obtain a deed of covenant from the incoming owner to comply with the obligations on the title – the parish council would have to pay Havebury’s solicitors to do this
5. There are some discrepancies which Excello Law would need to resolve with Havebury’s solicitors if the parish council were to decide to continue with the proposed transfer.

Excello Law’s advice, given all of the above and that Havebury will continue to own sections of land at this site and the practicalities of dealing with Havebury, is to think carefully about whether the parish council wants to take the transfer of this land from Havebury.

Powers:

Power to appropriate land for an authorised purpose. (Unregistered SCC land)	Local Government Act 1972, s.126 The authorised purpose being: Power to provide and contribute to wide range of recreational facilities in/outside of the council’s area. Local Government (Miscellaneous Provisions) Act 1976, s.19
Power to accept and maintain gifts of land. (Havebury land)	Local Government Act 1972, s.139
Power to enter into contracts	Local Government Act 1972, ss.124, 127
Power to do anything that will facilitate, be conducive to or incidental to the discharge of its powers and functions.	Local Government Act 1972, s.111

¹ The green edged pieces of land shown on the plan are pieces of land taken out of this title and sold elsewhere. The piece of land already name of WPC is shown edged green too.

Funding:

The parish council approved up to £2050 plus VAT (Min 23.11.19), which is included in the budget for the current financial year. Of this, £229 has been paid for searches, and the parish council would be liable for up to £720 legal fees (plus £20 to HM Land Registry if the Title were to be transferred).

If the council were to decide at this stage not to proceed, and not to seek a transfer of land from Suffolk County Council (£1035.20 quoted), any unspent balance after costs to Excello Law could be allocated to other projects.

Action: Decide

- 1. whether to proceed with transfer of land indicated in Figure 1 on the basis of the advice of Excello Law attached as Appendix B to this report and the likely risk arising from obligations to Havebury Housing Partnership in the future**
- 2. whether it wishes to continue to seek to register land identified in the plan at Figure 2 (Third party land within red dots delineating fence line).**

Recommendation:

The parish council very carefully consider the advice from Excello Law about the obligations (and financial risk) it would be subject to should it accept a further transfer of land from Havebury Housing Partnership.

Report:

WPC.23.11.05

WPC.23.07.10

[WPC.22.11.04](#)

[WPC.20.07.04](#)

[WPC.20.02.01](#)

Minute:

23.11.19

23.09.9.5

23.07.17

22.11.10.2

20.07.21

20.02.8.3

19.09.8.2

ESTIMATED CONVEYANCING COSTS RE TRANSFER OF BLUE HATCHED HAVEBURY LAND FOR £NIL
MONETARY CONSIDERATION

Description	Cost
Local authority search	£193
Chancel check insurance to a value of £500,000*	£36
SDLT **	0
Land Registry ***	£20 plus VAT
Excello Law Fees ****	£720 plus VAT
Total ex vat	£969
Total inc VAT	£1117

- I advise just obtaining insurance against chancel liability. The search costs £24.00. It will not give you a definitive answer and yet insurance is only £12 more expensive.

**Based on their being no monetary consideration for this transfer. As under £40,000 we will not have to submit an SDLT form to HMRC either.

*** These fees depend on the value of the land and we will have to produce a valuation to the Land Registry. For these purposes I have assumed the lowest band of valuation and fees (value of land up to £100,000, and on the basis that I will apply via our Land Registry portal (rather than by post) will apply but I attach the bands and Land Registry fee scales for this type of land below.

100,001-200,000 - £30

£200,001-500,000- £45

500,001- £1,000,000 – 65

£1000,001 upwards - £140

**** Assuming instructions received to enable us to proceed in week beginning 1 December 2023 and on basis of the matter taking 4 hours to complete. See my email to Hilary Workman dated 21 November at 15.00 hrs.

Please note, if you wish to have other reports on the land they will be extra. For example, you may wish me to obtain a report on your behalf about past uses of the land, flood risk, energy or infrastructure under the land. I can obtain prices if you require those.

ESTIMATED CONVEYANCING COSTS RE TRANSFER OF MAGENTA HATCHED SUFFOLK COUNTY COUNCIL LAND FOR £NIL MONETARY CONSIDERATION

Description	Cost
Local authority search	£184.20
Chancel check insurance to a value of £500,000*	£36
SDLT **	0
Land Registry ***	£95 plus VAT
Excello Law Fees ****	£720 plus VAT
Total ex vat	£1035.20
Total inc VAT	£1198.20

- I advise just obtaining insurance against chancel liability. The search costs £24.00. It will not give you a definitive answer and yet insurance is only £12 more expensive.

**Based on their being no monetary consideration for this transfer. As under £40,000 we will not have to submit an SDLT form to HMRC either.

***This land is currently unregistered so higher fees are payable for land registration. These fees depend on the value of the land and we will have to produce a valuation to the Land Registry. For these purposes I have assumed the lowest band of valuation and fees (value of land up to £80,000, and on the basis that I will apply via our Land Registry portal (rather than by post) will apply but I attach the bands and Land Registry fee scales for this type of land below.

80,001-100,000 - £95

£100,001-200,000- £230

200,001- £500,000 – £330

(And there are a few more bands but I very much doubt this exceeds a value of £500,000)

**** Assuming instructions received to enable us to proceed in week beginning 1 December 2023 and on basis of the matter taking 4 hours to complete. See my email to Hilary Workman dated 21 November at 15.00 hrs.

Please note, if you wish to have other reports on the land they will be extra. For example, you may wish me to obtain a report on your behalf about past uses of the land, flood risk, energy or infrastructure under the land. I can obtain prices if you require those.

PROPOSED TRANSFER FROM THE HAVEBURY HOUSING PARTNERSHIP (“Havebury”) TO WICKHAMBROOK PARISH COUNCIL (“WPC”)

Report produced for Wickhambrook Parish Council 18 July 2024

SUMMARY of ADVICE AND CONCERNS.

I would normally start a report with “Background” and “Title” and put the summary at the end, but there is so much detail here that I suspect it will help you to have the summary first before you become bogged down in the document details.

My advice to you would, possibly, be slightly different if you had not already taken a transfer of the land that you already have adjacent to the land that Havebury are now offering you. The transfer of that land to you in 2016 was subject to a lot of detail, including a provision that if you enhanced the value of the land by obtaining planning permission that you would share that increased value with Havebury. That seems odd to me given that this is a small piece of amenity land, but that deal has already been done.

The proposed transfer to you is of a small piece of Havebury’s remaining title having transferred the first piece to you, and having transferred out some properties to third parties. You will take the piece of land subject to all rights that have been granted over it or under it and restrictions imposed for the benefit of the wider estate. That is not unusual. However, those provisions could become something of a nuisance particularly as Havebury do not seem the easiest entity to deal with.

This land does have services under it. Rights are reserved to Havebury and the other users of the Estate and statutory undertakers to dig up the land to replace, add to, replace Service Apparatus. They would have to make good, but the reality could be a nuisance.

You will have to enter into an indemnity for the benefit of Havebury to comply with the provisions that affect the land that will be transferred to you and to compensate them for any loss incurred if you do not do so. Again, that is not unusual but it is a potential liability that you need to be aware of.

If you transfer the land you have to obtain a deed of covenant from the incoming owner to comply with obligations on the title. You will have to pay Havebury’s solicitors in connection with that. Again, not unusual but a provision like this can result in practical difficulties and expense at the time of a transfer.

Given that Havebury will continue to own sections of land at this site, and there are ongoing liabilities about services going under the Estate and the land being transferred to you, and given the practicalities of dealing with Havebury, my advice would be to think carefully about whether you want to take a transfer of this land from Havebury. I can’t really see the advantage for you BUT you already have the inner piece so perhaps it is practical to tidy the title. The alternative is not to take another piece and leave Havebury to maintain it. Of course, they could sell it to a third party and perhaps that is something you wish to avoid.

There are oddities with the draft documents which I need to tidy with Havebury’s solicitors if you wish to go ahead. See below, but your title will be subject to lots of rights already granted, and you will be giving the indemnities to Havebury and have ongoing dealings with them and /or whoever they might transfer the remainder of their Estate to in time.

Background

1. It has taken time and effort to obtain all the title documents that I need from the solicitors for Havebury. I now have Havebury's legal title, title number SK237260, and the other titles referred to in that, namely transfers of parts of land out of that title dated 5 December 2014 to the Watsons; 16 August 2016 to WPC of the piece of land it already owns. Any transfer of Havebury's title will be subject to the covenants given by Havebury under these earlier transfers.
2. I also attach the draft transfer that Havebury has drafted to transfer its land to you. It is drafted very closely in line with the earlier transfers. There are some amendments needed, for example, reference to use of the land as garden land, but any transfer to you of Havebury's land will be in substantially the terms set out in this draft transfer.
3. I also attach Havebury's registered title, SK237620
4. I have not managed to obtain replies to the enquiries that I raised. I had several attempts but was told that Havebury would not respond to them. I have made it clear that I will probably insist that they answer a few, but I wanted to see these earlier transfers before raising those. I hope that I will obtain replies. We will see.

Explanation of draft transfer

5. The first thing to draw to your attention is that the plan attached to the draft transfer is the land that Havebury is offering you. It is part only of their remaining title. You need to check that you agree with the accuracy of this, please.
6. The transfer is comprised, broadly, of the following:
 - A) Parties, addresses, consideration – none.
 - B) The title guarantee that Havebury as transferor is offering, namely full title guarantee to the piece of land it will be transferring. This means that Havebury is guaranteeing its title and it will take efforts to perfect that if what it is offering proves not to be what it can actually transfer. I do not expect any problems with this. I have the title document.
 - C) Clause 12.1-12.2 – Additional provisions. This is a very long clause that provides interpretation of phrases used in the transfer. It includes lots of definitions that relate to an overage clause, typically providing that if you obtain planning permission for the land post transfer and that enhances the value of the land that a purchaser will be liable to pay a proportion of that to the seller, in this case, Havebury. I have not actually found the operative provisions of an overage clause in this transfer so assume that these definitions are included in error. I am checking that with the seller's solicitors.
 - D) Clause 12.4 will require the Land Registry to place a restriction on the title that you will not be able to dispose of your title (post completion of your acquisition) without a certificate being produced to Land Registry on behalf of Havebury to the effect that the provisions of Schedule 4 has been satisfied. Schedule 4 sets out restrictive covenants on your title. Please read them, they are in ordinary language. These have been in the transfers of residential properties on the Estate that have been sold and many do not really translate to a piece of open amenity land. Please note that if you transfer the land at some point that you have to obtain a Deed of Covenant from the

purchaser from you that it will comply with the terms of this transfer. For the privilege, you will have to pay Havebury's legal fees for dealing with this.

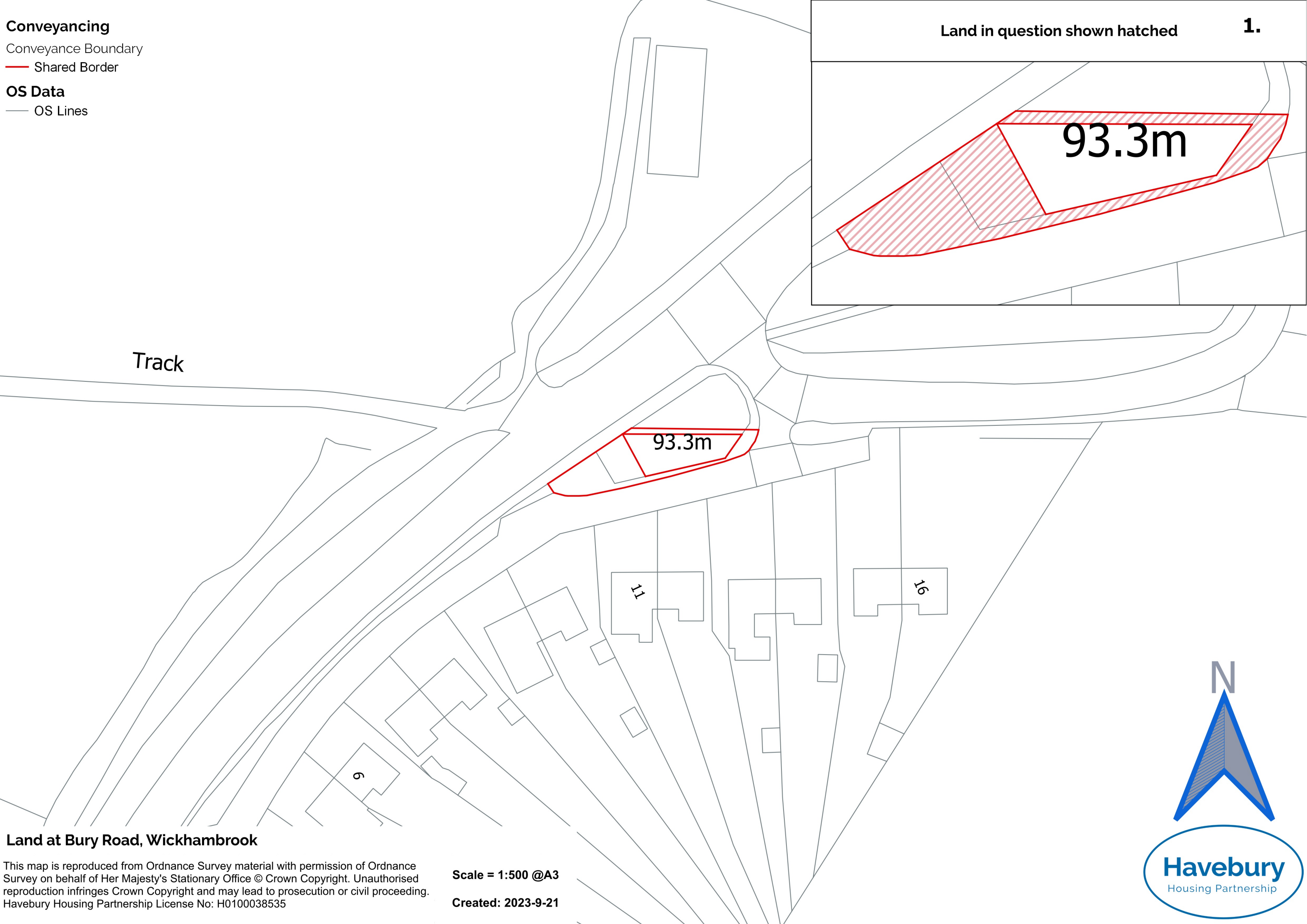
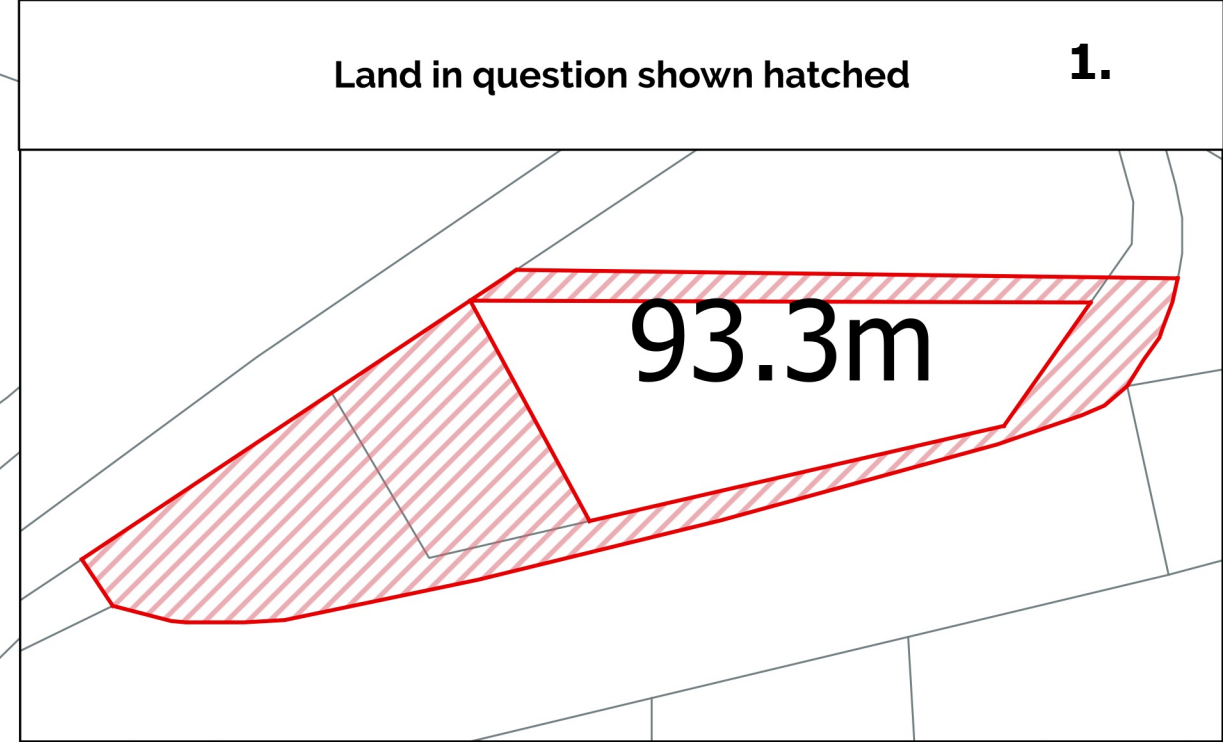
- E) Clause 12.5 contains a covenant by you as Transferee that you will comply with the Restrictions, for the benefit of the rest of the Estate and qualifications to the Restrictions.
- F) Clause 12.6 contains restrictive covenants on the Transferor, so Havebury. This includes reference at 12.6.2 to contributing to costs for "land coloured blue" on the plan, but there is no such colouring so I suspect this is not relevant and will need to be deleted. There are other covenants not to obstruct Service Apparatus, not to cause a nuisance etc.
- G) Clause 12.5 refers to Schedule 5. This refers back to Schedule 1 and 2. Schedule 1 contains details of the rights granted, and Schedule 2 contains details of the rights reserved for the benefit of the Transferor and the Estate. There is nothing in Schedule 1 that concerns me. However, Schedule 2 reserves to rights to Havebury and the owners of the rest of the Estate to the usual easements (1.1-1.3) but also to carry out works on the land being transferred to you to access Service Apparatus, to repair, replace etc. This is normal but you must be aware. Clause 2 sets conditions as to how that right can be used. Please also see 3 which contains similar rights for statutory undertakers too. The rest of Schedule 5 contains reference to you not being entitled to any actual right of light or air over the Estate to the land. This is usual for a transfer of part. It also encompasses statements about boundaries etc. again quite normal. However, it also contains, at 2, an obligation to pay a fair proportion according to user of the expense of maintaining party walls and other structures and apparatus ad to pay a management charge to Havebury. I expect this is poor drafting and that I can sort this out with Havebury's solicitors.

You will see that the draft transfer is something of a muddle, with certain inclusions that I am sure we can strip out as they appear to be relevant to sales of residential units, not a piece of amenity land.

Excello Law 18 July 2024

Conveyancing
Conveyance Boundary
— Shared Border

OS Data
— OS Lines



Land at Bury Road, Wickhambrook

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Created: 2023-9-21



HM Land Registry

Transfer of part of registered title(s)

2. TP1

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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

	1 Title number(s) out of which the property is transferred: SK237260
	2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
	3 Property: Land at Bury Road, Wickhambrook, Newmarket CB8 8PE The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: Edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
	4 Date:
	5 Transferor: The Havebury Housing Partnership <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: Registered society number an exempt charity whose registered office is at Havebury House Western Way Bury St Edmunds Suffolk IP33 3SP and which is a Registered Society under the Co-operative and Community Benefit Societies Act 2014 under number 7648 regulated by the Regulator of Social Housing (LH4339) <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
	6 Transferee for entry in the register: Wickhambrook Parish Council <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u>

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.

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.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:
3 Farriers Close, Great Barton, Bury St Edmunds, IP31 2FP

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

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

Additional provisions

12.1. **Definitions and Interpretation**

- 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.

In this Transfer where the context admits

Buildings	means any buildings or other structures whether erected now or in the future;
Current Use Value	means the Market Value of the Property on the day before the relevant Trigger Date on the assumptions that: <ul style="list-style-type: none"> (a) it is not lawful to undertake the Development permitted by the Relevant Planning Permission; and (b) there is no prospect of the Relevant Planning Permission being granted;
Development	has the meaning given to it by Section 55 of the Planning Act;
Development Value	means the difference between the Enhanced Value and the Current Use Value of the Property
Disposal	means the transfer of a freehold interest in the Property or any part thereof or the grant of a lease of the Property or any part thereof for a term equal to or exceeding 7 years or the grant of a lease of the Property or any part thereof containing an option to renew that lease
End Date	means the expiry of 30 years from and including the date of this Transfer
Enhanced Value	means the Market Value of the Property at the relevant Trigger Date with the benefit of the Relevant Planning Permission less: <ul style="list-style-type: none"> any costs by way of planning gain incurred or to be incurred as a prerequisite to the implementation of the Relevant Planning Permission; and any costs incurred by or on behalf of the Transferee

associated with the implementation of the Relevant Planning Permission (for example, construction costs and sums payable to third parties for access or services); and the costs reasonably and properly incurred by or on behalf of the Transferee in obtaining the Relevant Planning Permission;

the Estate

means all land adjoining or neighbouring the Property and now in the ownership of the Transferor and comprised in the Title Number but excluding the Property;

Expert

means a chartered surveyor with not less than 15 years' experience in the residential development market in the St. Edmundsbury area who is appointed (in default of agreement between the parties) by the President of the Royal Institution of Chartered Surveyors (or his nominee) on the application of either party

Interest

means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the yearly rate of 5% above the base rate published by Barclays Bank plc from time to time or if such rate is not published at any time such other comparable rate of interest as the Transferor may then in writing specify having regard to interest rates current at such time

Market Value

means the best price at which a sale of the Property might reasonably be expected to have been completed unconditionally for cash consideration on the date in question assuming:

- (i) a willing vendor and a willing purchaser;

- (ii) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Property and the state of the market) for the proper marketing of the Property for the agreement of price and terms for the completion of the sale;
- (iii) that the state of the market level of values and other circumstances are on any earlier assumed date of exchange of contracts the same as on the date of actual valuation;
- (iv) that no account is taken of the possibility that there may be no willing purchaser who by reason of ownership of adjoining land or otherwise may be regarded as a special purchaser; and
- (v) no act or omission by the Transferee has occurred since the date of this Transfer which has reduced the market value of the Property

the Plan

means the plan annexed to this Transfer

Permitted Disposal

is any of the following:

- (i) any Disposal to a service authority or utility company which acquires an interest in the Property in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities to or from the Property
- (ii) any Disposal or dedication of highway or of public open space pursuant to a statutory agreement

- (iii) any mortgage or charge over the Property
- (iv) the granting of an easement over or the giving of a covenant affecting any part of the Property which in either case does not materially affect the value of it

Planning Act	means the Town and County Planning Act 1990
Planning Permission	means any permission granted pursuant to the Planning Act which authorises Development of the Property
Relevant Planning Permission	means the Planning Permission granted on the relevant Trigger Date
the Restrictions	means the restrictions set out in Schedule 4;
Services	means the services of foul and surface water drainage, gas, electricity, water, telephone and communication, vision and sound signals and any other services serving the Property and/or the Estate;
the Service Apparatus	means sewers, drains, soakaways, channels, pipes, watercourses, gutters, downpipes, wires, cables, ducts, chimneys and chimney stacks, flues, conduits, communication vision and sound transmission or reception systems and any other apparatus for the use of the Services and includes all associated equipment;
the Title Number	means the title number or title numbers referred to in panel 1 of this transfer
Transferee's Surveyor	means a chartered surveyor with not less than 15 years' experience in the residential development market in the St Edmundsbury area
Trigger Date	means the date of any and

each Trigger Event

Trigger Event

means

- (i) if Planning Permission has been obtained, the date on which Development pursuant to that Planning Permission is commenced or, if earlier, the date on which any Disposal of any part of the Property or any interest in it whether by sale or lease or otherwise takes place; or
- (ii) if Planning Permission is required for Development of the Property but no Planning Permission has been obtained therefor the date on which the Development of the Property is commenced

PROVIDED that:

- (i) no date after the End Date will be a Trigger Event and
- (ii) for the purpose of ascertaining when Development commenced any work operation or action carried out on the Property which would be treated as implementation of a Planning Permission for the Development in question on the assumption (if not a fact) that Planning Permission had been granted therefore will be deemed to be a commencement of that Development

Working Day

means any day other than Saturday, Sunday and any Bank or Public Holiday

12.1.1. words importing the singular include the plural and vice versa;

- 12.1.2. words importing one gender import any other gender;
- 12.1.3. references to the Transferor and the Transferee include their respective successors in title;
- 12.1.4. where any party comprises more than one person the obligations and liabilities of that party under this Transfer are joint and several obligations and liabilities;
- 12.1.5. the clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation;
- 12.1.6. any reference to a panel, clause, paragraph or schedule is to one in this Transfer so numbered

12.2. Transfer

The Property is transferred:

- 12.2.1. together with the rights set out in Schedule 1 in so far as the Transferor is able to grant them
- 12.2.2. subject to the rights exceptions and reservations set out in Schedule 2; and
- 12.2.3. subject to the matters contained in the registers of the Title Number

12.3. Positive covenants by the Transferee

The Transferee covenants with the Transferor in the terms set out in Schedule 3

12.4. Restriction

The Transferor and the Transferee apply to the Land Registrar to enter a restriction in the following form in the proprietorship register of the Transferee's title:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number SK231068 or their conveyancer that the provisions of paragraph 12 of Schedule 4 to the transfer dated 2024 made between (1) The Havebury Housing Partnership and (2) Wickhambrook Parish Council, have been complied with or that they do not apply to the disposition"

12.5. Restrictive covenants by the Transferee

The Transferee covenants with the Transferor to observe and perform the Restrictions and it is agreed and declared that

- 12.5.1. the benefit of this covenant and the Restrictions is to be attached to and ensure for each and every part of the Estate

- 12.5.2. the burden of this covenant and the Restrictions is intended to bind and binds each and every part of the Property into whosoever hands it may come
- 12.5.3. a restriction not to do any act or thing includes an obligation not to cause, permit or suffer that thing to be done by another person
- 12.5.4. neither the Transferee nor the Transferee's successors in title shall be liable for a breach of the Restrictions occurring after he or they have parted with all interest in the Property
- 12.5.5. the Transferor reserves the right to withdraw, release, vary or abandon in favour of the owner from time to time of any part of the Estate or the Property this covenant and any of the Restrictions in such manner as the Transferor thinks fit

Restrictive covenants by the transferor

12.6. **Covenants by the Transferor**

The Transferor covenants with the Transferee

- 12.6.1. for so long as the Transferor is the registered proprietor of the land comprised in the Title Number the Transferor covenants with the Transferee to provide a certificate that the restriction referred to in clause 12.4 has been complied with
- 12.6.2. at all times in the future to pay a fair and proper proportion according to user of the expense of maintaining, repairing and renewing party walls, hedges or fences, the land coloured blue on the plan and the Service Apparatus
- 12.6.3. at all times in the future to maintain and keep in repair the walls, hedges or fences now situated on the northern and southern boundaries of the Property and all Service Apparatus on and under the Estate which are used jointly by the Property and Estate (if any)
- 12.6.4. not to obstruct access to the Service Apparatus nor lessen the support currently afforded to the Service Apparatus on the Estate
- 12.6.5. not to cause a nuisance or annoyance to other persons residing in or engaged in a lawful activity in the vicinity of the Estate or the vicinity of the Property.

12.7. **Agreements and declarations**

It is agreed and declared in the terms of Schedule 5

12.8. **Indemnity Covenant**

The Transferee covenants with the Transferor that the Transferee and his successors in title will at all times from the date of this Transfer perform and observe any restrictive and other covenants contained in the registers of the Title Number so far as they relate to the Property and are still subsisting and capable of taking effect and will indemnify and keep the Transferor and its successors in title fully and effectually indemnified against all actions, proceedings, damages, costs, claims and expenses which may be suffered or incurred by the Transferor or its successors in title in respect of any future

breach non observance or non performance of them.

12.9. **Deed**

This Transfer is executed as a deed and is delivered on the date stated in panel 4

**SCHEDULE 1
RIGHTS GRANTED**

The following rights for the Transferee and all persons authorised by the Transferee (in common with the Transferor and all persons having at any time the same or similar rights and in so far as the Transferor is able to grant them):

1. to use the Service Apparatus comprised in the Estate for the passage of Services through the Estate to and from the Property
2. to have the Buildings comprised in the Property supported and protected by the Buildings comprised in the Estate
3. to overhang the roofs, gutters, eaves, pipes, downspouts and flue apertures and encroach the footings and foundations of the Buildings comprised in the Property over or under the Estate and the Buildings comprised in the Estate; and
4. to enter onto the Estate so far as may be necessary for the purposes of breaking up the part or parts of the surface of the Estate as are unbuilt upon and inspecting, maintaining, repairing, renewing, laying, constructing, enlarging, altering, removing and connecting with the Service Apparatus comprised in the Estate or the Property;

**SCHEDULE 2
RIGHTS RESERVED**

1. The following rights for the Transferor and the owners from time to time of any parts of the Estate and all persons authorised by them respectively (in common with the Transferee and all persons having at any time the same or similar rights):
 - 1.1. to use the Service Apparatus comprised in the Property for the passage of Services through the Property to and from the Estate
 - 1.2. to have the Buildings comprised in the Estate supported and protected by the Buildings comprised in the Property
 - 1.3. to overhang the roofs, gutters, eaves, pipes, downspouts and flue apertures and encroach the footings and foundations of Buildings comprised in the Estate over or under the Property and the Buildings comprised in the Property and
 - 1.4. to enter onto the Property so far as may be necessary for the purposes of
 - 1.4.1. breaking up the part or parts of the surface of the Property as are unbuilt upon and inspecting, maintaining, repairing, renewing, laying, constructing, enlarging, altering, removing and connecting with the Service Apparatus comprised in the Property or the Estate; and
 - 1.4.2. inspecting, maintaining, repairing, renewing, rebuilding, altering and

decorating the Buildings and boundary fences, walls and hedges comprised in the Estate

2. The right for the Transferor after giving at least 48 hours notice in writing to the Transferee to enter onto the Property for the purposes of
 - 2.1. carrying out any work on the Estate in compliance with the requirements of any statutory authority;
 - 2.2. constructing any Buildings or part of any Buildings on such part or parts of the Estate adjoining the Property; and
 - 2.3. disconnecting the Property from any communal communication, vision or sound transmission or reception system in the event that the Property or the Transferee becomes liable to disconnection from that service
3. The right for the Transferor and any statutory authority, statutory undertaker or service supply company and all persons authorised by them respectively to enter onto the Property for the purposes of breaking up the part or parts of the surface of the Property as are unbuilt upon and laying, constructing, renewing, altering, enlarging, removing, inspecting, repairing, maintaining, connecting to and using any existing, new or additional Service Apparatus within the Property as may be reasonably required by the Transferor in connection with the Estate or by the relevant statutory authority, statutory undertaker or service supply company in connection with the supply of services usually provided or maintained by them

SCHEDULE 3 POSITIVE COVENANTS

1. At all times in the future to maintain and keep in repair to the reasonable satisfaction of the Transferor
 - 1.1. the Property shown edged red on the Plan; and
 - 1.2. repair to the reasonable satisfaction of the Transferor all Service Apparatus on and under the Property which are used jointly by the Property and the Estate after receiving written notice from the Transferor that the Service Apparatus needs to be repaired.
2. At all times in the future to pay within 28 days of demand (which may include monthly payments on account) a fair and proper proportion according to user of the expense of maintaining, repairing and renewing party walls, hedges or fences, and the Service Apparatus on the Estate together with the Transferor's reasonable and proper management fees (plus any value added tax properly chargeable on such expenses and fees);
3. To allow the local highway authority and any statutory authority, statutory undertaker or service supply company responsible for drainage or the supply of Services from time to time for the area within which the Estate is situate free and unobstructed right of access to the Property for the inspection, maintenance, repair and renewal of their respective Services and if required to enter into such Deeds of Grant or Wayleave Agreements as may be required by the local highway authority,

statutory authority, statutory undertaker or other service supply company

SCHEDULE 4 RESTRICTIVE COVENANTS

1. Not to use the Property for the purposes of parking any vehicle of any kind
2. Not to repair or service any vehicle on the Property or the Estate or on the footpaths of the Estate except a private motor car belonging to the occupiers of the Property may be serviced in any garage or car parking space forming part of the Property
3. Not to use the Property for any trade business or profession
4. No to use the Property any other purpose but only as garden land
5. Not to do anything whereby the cover or soil over or the support of the Service Apparatus laid or to be laid in the Property is altered in such a way as to render access more difficult
6. Not to erect any building or structure over or within 3 metres of the outside edge of any sewer laid or to be laid within the Property and which either is or is intended to be adopted and not to obstruct access to the sewer or its manholes by the statutory undertaker on foot or with any necessary vehicles, plant or equipment
7. Not to play any musical instrument or sound amplification equipment so as to be audible outside the Property and cause a nuisance or annoyance to other persons residing in or engaged in a lawful activity in the vicinity of the Property
8. Not to do anything in or on the Property which causes or is likely to cause a nuisance annoyance or disturbance to the Transferor or other persons residing in the vicinity of the Property
9. No advertisement or notice of any description must be affixed anywhere on the external parts of the Property, without the previous written consent of the Transferor
10. Not without the previous written consent of the Transferor to erect, make, place, use or allow to remain on the Property any hut, shed, greenhouse, boat, caravan, house-on-wheels or other chattel adapted or intended for use as a sleeping or living apartment.
11. Not to hold a sale by auction on the Property;
12. Not to dispose of the Property (or any part of it) except by way of charge) without first procuring that the disponee enters into and delivers to the proprietor of the registered estate of the Title Number a deed of covenant to similar effect as the covenant by the Transferee contained in paragraphs 1 and 2 of Schedule 3 and this paragraph of this Schedule 4 and pays the proper and reasonable legal costs plus value added tax (if any) and disbursements of the proprietor of the registered estate of the Title Number in respect of such deed of covenant and for registering a restriction as next mentioned. The deed of covenant shall contain the consent of the disponee to the registration of a restriction to similar effect as the restriction referred to in clause 12.4 in

respect of the Property (or part of it) so disposed of.

13. Not to use the Property for any purpose other than as a private residential garden and to keep the same in a proper state of maintenance and cultivation.

SCHEDULE 5 AGREEMENTS AND DECLARATIONS

1. The rights specified in Schedules 1 and 2 are granted or excepted and reserved (as the case may be):
 - 1.1. subject to the persons exercising those rights
 - 1.1.1. causing as little damage as possible and making good all damage caused in the exercise of the rights of entry;
 - 1.1.2. paying a fair and proper proportion according to user of the expense of inspecting, maintaining, repairing and renewing the relevant Service Apparatus unless and until they are adopted as maintainable at the public expense;
 - 1.1.3. paying a fair and proper proportion according to user of the expense of maintaining and repairing the land shown coloured blue on the Plan; and
 - 1.1.4. giving prior reasonable notice (except in emergencies) of the intended exercise of rights of entry and exercising them at all reasonable times (but at any time in emergencies)
 - 1.2. so as to include the right of entry with or without vehicles, servants, agents, workmen materials and equipment
2. The Transferee shall not be or become entitled to any right of light or air or other easement (except as by this Transfer expressly granted) which would or might restrict or interfere with the free use by the Transferor of the Estate for building or any other purposes.
3. Any wall or other structure comprised in the Property supporting or protecting any adjoining Buildings comprised in the Estate (unless marked with an inward "T" on the Plan) and all pipes, spouts, gutters, downpipes, soakaways and drains which serve the Property jointly with the Estate shall be deemed to be party structures and shall be used maintained, repaired and renewed at the joint and equal expense of the owners of the respective properties entitled to use them with power for either party to enter onto the property of the other to inspect, maintain and repair and replace them PROVIDED:
 - 3.1. where any repair or renewal of the party structure is necessary due to unreasonable use by a party the total expense must be borne by that party who or whose servant or agent has caused the unreasonable use;
 - 3.2. where adjoining property is owned by the Transferor, before any maintenance or repair work is carried out the Transferee must first inform the Transferor who has the right (in its absolute discretion) to approve, disapprove or modify that

work and if that work is approved or modified the Transferor has the right either

3.2.1. to execute that work as approved or modified at the joint expense of the parties involved subject to the proviso in paragraph 3.1 above; or

3.2.2. to sanction that the work is carried out as approved or modified by the Transferee at a price to be approved by the Transferor but at the joint expense of the parties involved subject to the proviso in paragraph 3.1 above;

3.3. If it becomes necessary to preserve the stability of any party walls or structures or shared chimney stacks the Transferor is entitled to carry out repair work at the joint expense of the respective adjoining owners and the Transferee must give to the Transferor its workman, agents and servants the right to enter on the Property with all necessary appliances and materials for the purpose of carrying out that work without being liable for any damage or disturbance which may be caused by carrying out that work.

4. The Transferor is under no obligation to provide or to continue to provide or maintain any communal communication, vision or sound transmission or reception system on the Estate for the benefit of the Property
5. The Transferor gives no warranty about the state of repair and condition of the Property which the Transferee takes as it now is and the Transferor ceases to be under any liability to the Transferee in respect of any disrepair whenever it occurred.
6. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that, except as expressly provided by this Transfer, nothing in this Transfer confers or purports to confer on any third party any right to enforce, or any benefit of, any term of this Transfer

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

Schedule 6

Other

1 The land hereby transferred is held by or in trust for the a charity and that charity is an exempt charity

2 The Transferee for the purpose of providing to the Transferor a full and sufficient indemnity but not further or otherwise hereby covenants with the Transferor that the Transferee and the persons deriving title under it will at all times hereafter observe and perform the covenants contained mentioned or referred to herein and the Charges Register of Title Number SK237260 so far as the same relates to the Property hereby transferred and are still subsisting and capable of being enforced and to keep the Transferor indemnified against all actions claims and liabilities.

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.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a deed by **CHIMI SHAKOHOXHA** as attorney for **THE HAVEBURY HOUSING PARTNERSHIP** under a Power of Attorney dated 20 December 2023

CHIMI SHAKOHOXHA as attorney for **THE HAVEBURY HOUSING PARTNERSHIP**

in the presence of:

Signature of witness:
Name of witness (in block capitals):
Address of witness:
Occupation of witness:

**SIGNED as a DEED by the said
WICKHAMBROOK PARISH COUNCIL
in the presence of:**

Signature of Authorised Signatory

Name of Authorised Signatory

Position of Authorised Signatory

Signature of Authorised Signatory

Name of Authorised Signatory

Position of Authorised Signatory

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.