

REF/2016/0879

**IN THE PROPERTY CHAMBER (LAND REGISTRATION)
FIRST-TIER TRIBUNAL
(TITLE NUMBER SL147821)**

MICHAEL MOORE

Applicant

-and-

**(1) ANTHONY LIGHTFOOT
(2) HELEN LIGHTFOOT**

Respondents

IMPORTANT DOCUMENTS – D

This is Important Document “D” referred to in the Applicant’s Statement of Case.

s) I hereby certify this to be a true **Land Registry**
copy of the original document

TP1

1. Stamp Duty

[Signature]
Solicitor
St David's Court, Union Street
Wolverhampton WV1 3JE
Dated this 3rd day of October 2007

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
SL147821

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

Land off London Road Pipe Gate Market Drayton Shropshire

The Property is defined: Place "X" in the appropriate box.

- on the attached plan and shown red *State reference e.g. "edged red".*
- on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date 1 October 2007

6. Transferor *Give full name(s) and company's registered number, if any.*

PHOENIX RUBBER LIMITED (Company Number 377912)

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

GEORGE WIMPEY MIDLAND LIMITED (Company Number 2786679)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

Saint David's Court Union Street Wolverhampton West Midlands WV1 3JE

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

- The Transferor has received from the Transferee for the Property the sum of *In words and figures*. Two million four hundred and thirty-five thousand six hundred and twenty-eight pounds (£2,435,628.00)
- Insert other receipt as appropriate.
- The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- full title guarantee limited title guarantee

The covenant implied by Section 2 (1b) of the Law of Property Miscellaneous Provisions Act 1994 (The Act) should be modified by replacing the words "at his own cost" with the words "at the cost of the Transferee" and for the purposes of Section 6 (2) of the Act all overriding interest affecting the Property and all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

- The Transferees are to hold the Property on trust for themselves as joint tenants
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- The Transferees are to hold the Property Complete as necessary.

13. Additional provisions

Use this panel for:

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

The prescribed subheadings may be added to, amended, repositioned or omitted.

In this Transfer the following words and phrases shall have the following meaning

Definitions

13.1 "Access Road" shall mean the estate road to be constructed on the Property and which is permitted by the reserved matters approval to outline consent N/06/25/WO/39 dated 3rd September 2007 and pending the construction of such Access Road the Access Road shall mean such route as the Transferee shall from time to time designate and which shall connect the Retained Land to the public highway at London Road

"Agreements and Declaration" Section 62 of the Law of Property Act 1925 and the Rule in Wheeldon and Burroughs shall be excluded from this Transfer

"End Date" means the date of completion of the sale of the last dwelling to be erected on the Property pursuant to the Planning Consent or three years from the date hereof whichever shall be the earlier

"the Perpetuity Period" shall mean 80 years from the date hereof

"the Plan" shall mean the plan annexed

"Planning Consent" shall mean the Outline Consent numbered N/06/25/WO/39 dated 3rd September 2007 and any subsequent reserved matters or ancillary approval

"Reservations" means the right in fee simple for the benefit of the Transferor the owners and occupiers from time to time of the Retained Land and in connection with the use of the Retained Land from time to time of a right of way with or without vehicles over and along the Access Road for the purpose of access to and egress from the Retained Land and pending completion of the construction of the Access Road a right of way with and without vehicles over and along the route of the proposed Access Road together with a right of way over such route designated by the Transferee as between the Retained Land and the Access Road subject to the Transferor adhering to any traffic management plan and health and safety restrictions reasonably required by the Transferee

"the Retained Land" shall mean all that freehold property shown hatched green on the Plan

"Rights" shall mean

- (i) to enter upon the Retained Land from time to time as is necessary and to remain thereon in order to execute the Transferee's proposed development of the Property in order to comply with the Planning Consent provided that the Transferee or the persons exercising such rights shall make good any damage that is caused thereby to the Retained Land as soon as reasonably practicable
- (ii) the right to enter upon those parts of the Retained Land abutting the Property to such extent as may be necessary for the purpose of repairing maintaining buildings and structures from time to time constructed on the Property the Transferee or the persons exercising such rights to make good any damage thereby caused to the Retained Land as soon as reasonably practicable
- (iii) to enter onto the Retained Land at any time prior to the End Date (on reasonable notice except in the case of emergency) for the purpose of laying, constructing, and making connections with and at any time within the Perpetuity Period for the purpose of repairing, renewing, maintaining and inspecting any drains, sewers, pipes, wires, cables and other similar installations and the right thereafter to run services in or through the same the person exercising such rights causing as little damage and inconvenience as possible and forthwith making good all damage occasioned thereby

"Section 106 Agreement" means the Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated the 3rd day of September 2007 and made between the Transferor (1) North Shropshire District Council (2)

"Transferee's Covenants" shall mean

- (i) not knowingly to allow or permit the Access Road to be obstructed
- (ii) to observe and perform the covenants on the part of the Transferor contained in the Section 106 Agreement and which relates to the Property (and not the Retained Land) and to indemnify and keep indemnified the Transferor from and against all actions costs claims demands losses expenses and liability in respect of or in any way relating to the Section 106 Agreement insofar as it relates to the Property
- (iii) to construct the Access Road serving the Retained Land within 12 months from the date of receipt of the Planning Consent and thereafter to maintain repair and renew such Access Road as and when necessary

13.2 The Property is transferred with the benefit of the Rights but subject to the Reservations

13.3 The Property is transferred subject to and with the benefit of the Agreements and Declaration

13.4 The Transferee covenants with the Transferor to the intent that the burden of this covenant may run with and bind the Property in each and every part thereof and to the intent that the benefit of the Transferee's covenants may be annexed to and run with the Retained Land and each and every part thereof to observe and perform the Transferees Covenants

13.5 The Transferor covenants with the Transferee to the intent that the burden of this covenant may run with and bind the Retained Land in each and every part thereof and to the intent that the benefit of this covenant may be annexed to and run with the Property and each and every part thereof:-

- (i) not to use nor permit the Retained Land to be used for any purpose other than the use permitted by the Planning Consent and the Section 106 Agreement
- (ii) at the request of the Transferee to join with the Transferor in entering into any adoption or wayleave agreements on the standard terms of the relevant Sewerage or Utility provider and upon the condition that the Transferee pays the Transferor's reasonable legal fees in connection with the entry into such agreements and indemnifies the Transferor against any liabilities thereunder provided that such request must be made by the Transferor to the Transferee prior to the End Date
- (iii) not to dispose of the Retained Land (or any part thereof) prior to the End Date without first procuring a covenant from the disponent thereof to observe and perform the covenant contained in sub-clause 1 above and "dispose" shall mean a freehold transfer or long lease thereof

13.6 The Transferor and the Transferee request the Chief Land Registrar to enter upon the Proprietorship Register of the Retained Land a restriction referring to this Transfer and reading as follows:

"No disposition of the Registered Estate or any part thereof by the Proprietor of the Registered Estate or by the Proprietor of any registered charge is to be registered without a certificate signed by the Registered Proprietor of title number (or his Solicitor) that the provisions of Clause 13.5(iii) of the Transfer dated 2007 made between Phoenix Rubber Limited (1) and George Wimpey Midland Limited (2) has been complied with"

13.7 The Transferor hereby covenants with the Transferee that the Transferor will remove the restriction registered against the Retained Land in accordance with Clause 13.6 above as soon as reasonably practicable on the End Date

14. Execution *The Transferor must execute this transfer as a deed using the space below. 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 (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

THE COMMON SEAL of the said PHOENIX RUBBER LIMITED was hereto affixed in the presence of:-

Signature of director

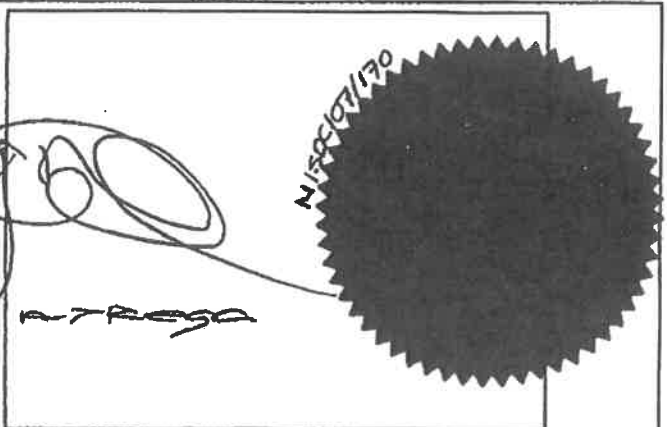
Michael Hart

Signature of [director][secretary]

THE COMMON SEAL of the said GEORGE WIMPEY MIDLAND LIMITED was hereunto affixed in the presence of:-

Signature of director

Signature of [director][secretary]





Disembled Railway

Pond

Pond

Pipe Dam

Works

Works

Tanks

Works

Station House

Pipe Gate

Cannery House

BA11551m

George Wimpey

Plan 1

Michael Holt
GWS



George Wimpey
 Group Works
 17948 42220
 17948 42221
 17948 42222
 17948 42223
 17948 42224
 17948 42225
 17948 42226
 17948 42227
 17948 42228
 17948 42229
 17948 42230

LONDON ROAD, PIPEGATE

Project PLAN 1 - Present Plan Issue 1:1250

Scale	1:2512	Drawing No.	101
Date	1/2512	Project No.	101
Author	MSH	Client	PP01

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