

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.

1	Title number(s) out of which the property is transferred:  DU [                      ]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property:  All that land adjacent to [      ] Durham as comprises the Sustainable Urban Drainage pond  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown: edged red forming both phases  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor:  [                      ]  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <b>CRN:</b> [      ]  <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:  <b>The County Council of Durham</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (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:

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

The implied covenants for title are modified so that the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Transferee's failure to:

(a) make proper searches; or

(b) raise requisitions on title (excepting requisitions in respect of matters arising from the Transferee's pre-completion searches and enquiries) or on the results of the Transferee's searches before the date of this Transfer.

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:

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## 12. Additional provisions

### Definitions

"Conduits"	means pipes cables wires and other channels conduits or apparatus (other than Connecting Apparatus) for the purposes of transmission of , water, soil, ;
"Connecting Apparatus"	means water discharge drains pipes channels and other drainage conduits and any associated manholes inspection chambers and other equipment apparatus and works necessary to connect the Retained Land to the SUDS Facility and the SUDS Facility to water course indentified on the Plan or to the public drainage system (as the case may be) and to be used for the purposes of the transmission of surface water;
"Phase 1 Land"	means all the land comprising Phase 1, [ ] as is shown edged [ ] on the Plan;
"Plan"	means the plan annexed to this Transfer;
"Property"	means the land and property described in panel 3 of this Transfer and each and every part thereof;
"Retained Land"	means the land other than the Property comprised within title number DU [ ] and each and every part thereof;
"Section 106 Agreement"	means the section 106 agreement dated [ ] and made between the Council and Transferor
"SUDS Facility"	means the sustainable urban drainage system within the Property for the collection and disposal of surface water from the Phase 1 Land ;
"SUDS Facility Access"	means the grasscrete (or a suitable alternative specification) access way serving SUDS Facility shown coloured [ ] on the Plan;
"Transferee's Successors"	means the successors in title of the Transferee to the Property and the owners and occupiers for the time being of such property and each and every part of it and anyone else deriving title out of any of them;
"Transferor's Successors"	means the successors in title of the Transferor to the Retained Land and the owners and occupiers for the time being of such property and each and every part of it and anyone else deriving title out of any of them;
"Transferor"	means The Banks Group Limited and includes the Transferor's Successors;
"Transferee"	means The County Council of Durham ;

### Rights Granted for the benefit of the Property

The Transferor grants out of the Retained Land for the benefit of the Property the following rights subject to the reservations hereinafter appearing and in common with the Transferor and any other persons lawfully entitled to the same or similar rights:

[The right of free passage of surface water through the water discharge pipe within the Retained Land shown coloured [ ] on the Plan to the Property;]

The right of support for the Property (and all buildings on it) from the Retained Land.

### **Rights Reserved for the benefit of other land**

The Transferor reserves the following rights out of the Property for the benefit of the Retained Land and each and every part thereof:

A right for the Phase 1 Land to use the SUDS Facility in accordance with the SUDS Agreement and other related documents in on under or over the Property for the purpose of effecting surface water drainage e The full and unrestricted right at any time after the date of this Transfer to erect or permit to be erected any buildings or other erections and to alter any building or other erection erected after the date of this Transfer on any part of the Retained Land in such manner as may obstruct or interfere with the passage and access of light and air to any building which is or may be erected on any part of the Property and so that all privileges of light and air now or at any time after the date of this Transfer to be enjoyed over any part of the Retained Land by or in respect of the Property are deemed to be enjoyed by the licence or consent of the Transferor and not as of right;

The right of support and protection for the benefit of the Retained Land (and any building now or hereafter erected on the Retained Land) as is now enjoyed from the Property.

### **Restrictive Covenants by the Transferee**

The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.4.2 ("the Restrictions") and it is agreed and declared that:

the benefit of this covenant is to be attached to and enure for each and every part of the Retained Land that remains unsold by the Transferor or has been sold by the Transferor (or by any person claiming through the Transferor otherwise than by a transfer on sale) with the express benefit of this covenant;

the burden of this covenant is intended to bind and binds each and every part of the Property into whosoever hands it may come but not so as to render the Transferee personally liable for any breach of this covenant arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is committed;

The Restrictions are the following:-

not to use the Property or allow or permit it to be used for any purpose other than otherwise then as the SUDS;

not to erect any buildings or other structures on the Property or carry out or allow to be carried out any act or operation that will or might impact the property operation of the SUDS Facility;

not to withdraw support from the SUDS Facility;

### **Positive Covenants by the Transferee**

The Transferee hereby covenants with the Transferor as follows:-

That the Transferee covenants by way of indemnity only to observe and perform the covenants contained and referred to in the Property and Charges Registers of title number [ ] and so far as the same are now subsisting and relate to or affect the Property .

To indemnify the Council against all claims costs losses or expenses which may be made against the Transferee by reason of any breach by the Transferor of its obligations contained in the Section 106 Agreement which affect the Property

### **Restrictive Covenants by the Transferor**

The Transferor covenants with the Transferee to observe and perform the restrictions contained in clause 12.6.2 ("the Transferors Restrictions") and it is agreed and declared that:

the benefit of this covenant is to be attached to and ensure for each and every part of the Property that remains unsold by the Transferee or has been sold by the Transferee (or by any person claiming through the Transferee otherwise than by a transfer on sale) with the express benefit of this covenant;

the burden of this covenant is intended to bind and binds each and every part of the Retained Land into whosoever hands it may come but not so as to render the Transferor personally liable for any breach of this covenant arising after the Transferor has parted with all interest in the Retained Land or the part of the Retained Land on which such breach is committed;

an obligation in the Transferors Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

The Transferors Restrictions are the following:-

not to do or permit or suffer on the Retained Land anything that is a legal nuisance;

not to cause or permit or allow to be caused any damage to the Property or to any property of the owners or occupiers of the Property;

not deposit any waste, rubbish, soil or other material on any part of the Property;

not to cause or allow or permit any obstruction to any Conduits and Connecting Apparatus (in both cases whether in on or under the Property or the Retained Land) and the SUDS Facility and the Pumping Station;

Positive Covenants by the Transferee

### **The Transferee hereby covenants with the Transferor as follows:-**

That upon each sale of any part of the Phase 1 Land the Transferor shall procure that each and every purchaser enters into a deed of covenant with the Transferor and the Transferee in the form annexed to this deed.

### **Declarations**

The parties hereby agree and declare as follows:-

Except for the rights referred to in clause 12.2 above this Transfer does not include the benefit of any easement or right of way water drainage light air or other easement or right over the Retained Land and in particular any easement or right which would or might interfere with or restrict the free use of the Retained Land for building or any other purpose whatsoever and this Transfer is not to be construed nor to operate as implying the grant of

any such rights

The parties will apply to the registrar for the entry of a restriction on the register of the title of the Property in the standard form L in Schedule 4 of the Land Registration Rules 2003 namely:

"No disposition of the registered estate 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 a conveyancer that the provisions of clause 12.4.2.8 of a transfer dated [ ] and made between (1) and (2) have been complied with or that they do not apply to the disposition."

The parties will apply to register for the enter of a restriction on the register of the title of the Phase 1 Land in the standard from [ ] in Schedule 4 of the Land Registration rules 2003 namely:

"No disposition of the registered estate 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 County Council of Durham that the provisions of clause 12.7.1 of a transfer dated [ ] and made between (1) The Banks Group Limited and The County Council of Durham have been complied with or that they do not apply to the disposition".

13 Execution

Executed and Delivered as a Deed  
on behalf of  
[ ]  
acting by:

.....  
Director

.....  
Directors/Secretary

EXECUTED as a DEED (but not delivered  
until the date of it) by the affixing of THE  
COMMON SEAL OF THE COUNTY COUNCIL  
OF DURHAM By Order:

Authorised Sealing Officer  
(A permanent Officer of the County Council)

**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.

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