Land Registry
Transfer of whole of registered title(s)

TR1

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.

1 Title number(s) of the property: **NYK304246**

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

2 Property: **Land on east side of Front Street Appleton Wiske, North Yorkshire**

3 Date: 18th may 2021

Give full name(s).

4 Transferor: **HAMBLETON DISTRICT COUNCIL**

Give full name(s).

5 Transferee for entry in the register: **APPLETON WISKE PARISH COUNCIL**

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.

6 Transferee's intended address for service for entry in the register:
'Willow End' Front Street Appleton Wiske Northallerton North Yorkshire DL6 2AA

7 The transferor transfers the property to the transferee

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 11.

8 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): **One pound (£1)**

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with Full Title Guarantee

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 Land Registry's Public Guide *18 – Joint property ownership* and Practice Guide *24 – Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

10 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:
as an asset of Appleton Wiske Parish Council

11 Additional provisions

11.1 Definitions

"the Lease" means a Lease dated 1st April, 1985 made between the (1) the Transferor and (2) the Transferee and all leases and deeds supplemental thereto

11.2 Restrictive covenants by the Transferee

The Transferee covenants with the Transferor to the intent that the burden of the covenants will run with and bind the Property and every part of it;

11.2.1 not to use the Property other than as public recreational land

11.2.2 not to erect or cause to be erected on the Land any building or buildings additional to the existing pavilion without the prior written consent from the Transferor such consent not to be unreasonably withheld

11.3 Payment of Additional Sum

11.3.1 If within 50 years from the date of this transfer of the Property any planning permission ("the Planning Permission") is implemented other than in connection with the use of the Property for public recreational purposes by or on behalf of the Transferee or its successors in title in respect of the Property or any part of it the Transferee will pay the additional sum ("the Additional Sum") as calculated in accordance with clause 11.9 below to the Transferor and upon receipt of such payment the Transferor will vary the covenants contained in clause 11.2 above to allow the Property or any part of it to which the Planning Permission relates to be used in accordance with the Planning Permission

11.3.2 The Transferee must pay the Additional Sum due under

this clause by telegraphic transfer to the Transferor within 6 months from the date of the grant of the Planning Permission and it is expressly agreed that if the Additional Sum is not paid within 6 months from the date of the grant of the Planning Permission the Transferor will be entitled to interest on it at the rate of 4% a year above the base rate of Lloyds Bank plc such interest to be calculated on a daily basis from the last date for payment under the terms of this sub-clause until the date of actual payment of the Additional Sum and for the avoidance of doubt such interest will be payable on the Additional Sum as provided under the terms of this sub-clause even in the event of the amount of the Additional Sum being agreed after the last date for payment under the terms of this sub-clause

11.3.3 The liability on the Transferee to pay money to the Transferor under the terms of this clause shall be a charge in equity on the Property and the Transferor and the Transferee hereby jointly apply to the Land Registrar to enter on the Register of the title to the Property the said charge

11.4 Variation of the covenants

The Transferor agrees to vary the covenants contained in clause 11.2 above in order to permit the Property or such part of it to which the Planning Permission relates to be used in accordance with the Planning Permission on payment of the Additional Sum

11.5 Transferee's covenant not to dispose of the Property

The Transferee covenants with the Transferor not to transfer the Property or any part of it or grant a lease of the whole or any part of the Transferee's freehold estate in the Property or any other estate or interest in it to any person without first ensuring that such person has first executed a deed directly with the Transferor containing the covenants and provisions contained in this transfer to the Transferee including this present covenant the Transferee paying the Transferor's costs incurred in connection with the Deed of Covenant and following completion of the Deed of Covenant the Transferor will, provided no payments are due to the Transferor under clause 11.3 above, provide the necessary consent under the restriction contained in clause 11.8 below

11.6 Transferee to provide copy of disposal document

The Transferee covenants with the Transferor to provide the Transferor with a copy of any document affecting or relating to a disposal of the Property or any part of it within 7 days from the date of such disposal

11.7 Planning applications and planning permissions

The Transferee covenants with the Transferor that it will :

(a) within 14 days after any application for planning permission has been made by it and/or
(b) within 14 days of it receiving notice of any planning application having been submitted to the Local Planning Authority by any third party

it will inform the Transferor of such event and (insofar as it is able so to do) supply to the Transferor a copy of each planning permission subsequently granted or Refusal received within 7 days of receipt of the same

11.8 Restriction

The parties apply to the Chief Land Registrar to enter in the proprietorship register of the title for the Property a restriction in the following terms:

"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 written consent signed by Hambleton District Council of Civic Centre, Stone Cross, Northallerton, North Yorkshire, DL6 2UU"

11.9 Calculation of Additional Sum

11.9.1 The Additional Sum shall be 80% of the full open market value of the Property or such part of it to which the Planning Permission relates with the benefit of the Planning Permission based on the assumption that there are no restrictions on it which would prohibit the use proposed by the Planning Permission and excluding any element of hope value

11.9.2 The full open market value of the Property or such part of it to which the Planning Permission relates with the benefit of the Planning Permission based on the assumption that there are no restrictions on it which would prohibit the use proposed by the Planning Permission and excluding any element of hope value is to be agreed in writing between the Transferor and the Transferee and in default of agreement between the Transferor and the Transferee as to such amount (whether such default shall occur by reason of omission or unwillingness or inability to agree) such open market value shall be such sum as may be determined by a Chartered Surveyor appointed by agreement between the Transferor and the Transferee or in default of agreement within two weeks from the date when one party shall nominate a Chartered Surveyor in writing to the other on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors or any other body into which the said Institution may be merged or reconstructed and the said Chartered Surveyor shall act as an expert and not as an arbitrator and his fees shall be shared equally between the parties and he shall unless he shall announce his decision within one month from the date of his appointment be deemed to be discharged and the provisions of this condition shall thereupon have repeating effect for the purposes of the said determination

11.9.3 For the avoidance of doubt the expression full open market value of the Property or such part of it to which the Planning Permission relates in clauses 11.9.1 and 11.9.2 above shall assume vacant possession of the Property or such part of it to which the Planning Permission relates

11.10 Positive covenant by the Transferee

11.10.1 The Transferee covenants with the Transferor pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982 to maintain the land as an area of public open space and in a clean and tidy condition as Public Recreational land

11.10.2 The Transferee for itself and its successors in title and assigns hereby covenants with the Transferor that it will observe and perform the covenants contained mentioned or

referred to in the Charges Register under Title Number NYK304246 or in documents referred to in the Charges Register so far as the same relate to or affect the Property and that it will keep and indemnify the Transferor and its successors in title fully and effectually indemnified against all actions costs claims and expenses which may be suffered by the Transferor or its successors in title in respect of any future breach non-observance or non-performance of those covenants and other matters referred to

11.11 Other matters affecting the Property

The Property is transferred subject to all rights (if any) enjoyed over the Property including both public and private rights of way, easements, quasi-easements and all wayleaves known and unknown for pipes, wires and cables passing over, under or through the Property

11.12 General matters

11.12.1 Words in this transfer importing one gender shall be construed as importing any other gender

11.12.2 Words in this transfer importing the singular shall be construed as importing the plural and vice versa

11.12.3 Words in this transfer importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

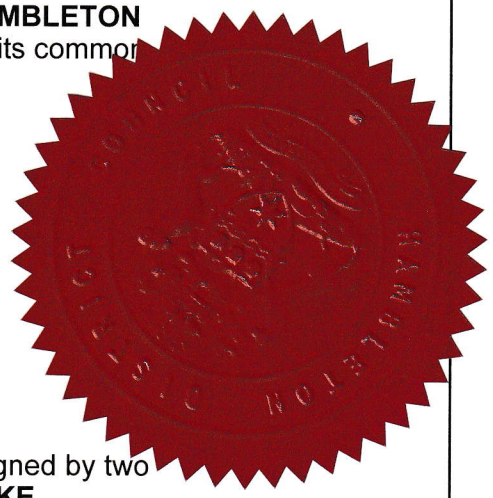
11.12.4 Where any party to this transfer comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons

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 10 has been completed, each transferee may 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 Land Registry's Public Guide *18 – Joint property ownership* and Practice Guide *24 – Private trusts of land* for further guidance.

12 Execution

EXECUTED as a deed by **HAMBLETON DISTRICT COUNCIL** affixing its common seal in the presence of:-



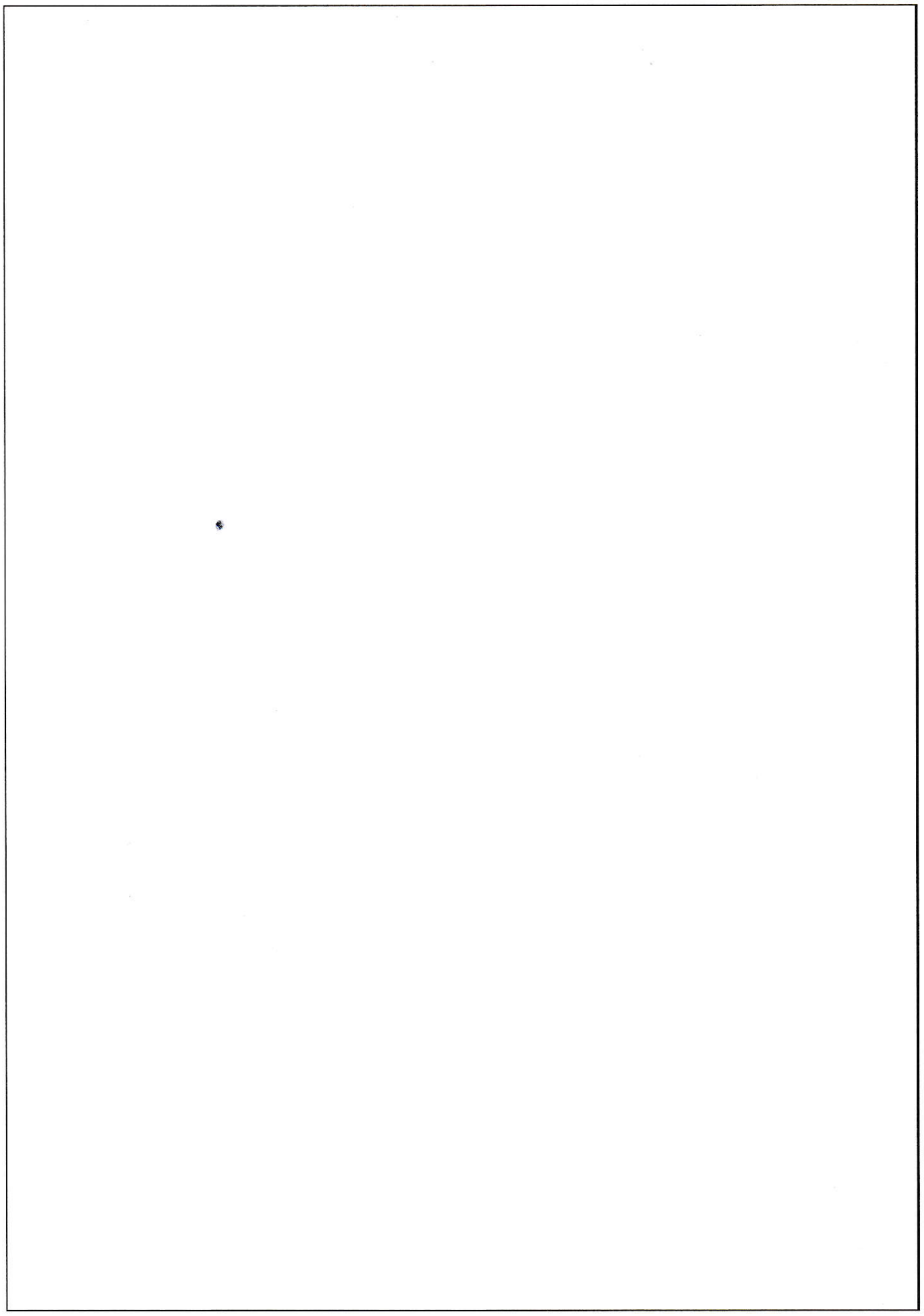
Authorised signatory

9399

EXECUTED as a deed and signed by two Members of **APPLETON WISKE PARISH COUNCIL**

Member.....
Witness name.....
Witness Signature.....
Address.....
.....
Occupation.....

Member .....
Witness name.....
Witness Signature.....
Address.....
.....
Occupation.....



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.

© Crown copyright (ref: LR/HO) 10/12