



27 March 2015

Your ref
ME/WSDC/UPTON

Our ref
ST289650 /OC/249

Land Registry
Durham Office
Southfield House
Southfield Way
Durham
DH1 5TR

DX 60200 Durham 3
Tel 0300 006 0010
Fax 0300 006 0030
Email durham.office@landregistry.gsi.gov.uk
www.landregistry.gov.uk

Official copy/copies

The official copy/copies of the document(s) you applied for is/are enclosed.

Please contact the Land Registry office named if you have any questions about the enclosed official copy/copies.

The fee taken for this application is £7.00.

ME/WSDC/UPTON

MARTINS EVANS SOLICITORS
MENDIP DISTRICT COUNCIL
CANNARDS GRAVE ROAD
SHEPPERTON MALLETT
BA4 5BT

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Land Registry

Official Copy

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INLAND

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07 APR 1998

FINANCE
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AREA 49 : UPTON 1

SEQ234

Exhibit 2.

H.M. LAND REGISTRY
Land Registration Acts 1925 - 1997

TRANSFER OF WHOLE

**Transfer under Rule 72 pursuant to Section 133 of the Housing Act 1988
and Section 171A of the Housing Act 1985 as applied by the Housing
(Preservation of Right to Buy) Regulations 1993**

COUNTY AND DISTRICT : SOMERSET - West Somerset
TITLE NUMBERS :
PROPERTY : the Property as defined herein
DATE : 30 MAR 1998



1. **Definitions**

In this transfer:

"**Amenity Land**" means the open and amenity areas (if any) forming part of the Property as the same are shown coloured orange on the Plan

"**Association**" means MAGNA WEST SOMERSET HOUSING ASSOCIATION LIMITED whose registered office is situate at Hollands House Poundbury Road Dorchester Dorset DT1 1SW which expression where the context so admits shall include successors in title

"**Certificate**" means the certificate of title in form PSD 17 of even date herewith given by the Council to the Association pursuant to the provisions of Section 133(8) of the Housing Act 1988 in respect of the Property or any part thereof

"**Common Areas**" means all existing roads accessways paths forecourts and amenity areas (if any) on land owned and retained by the Council which provide access to and egress from or otherwise serve the Property other than those which are or shall become adopted and maintainable at public expense

"**Council**" means WEST SOMERSET DISTRICT COUNCIL of Council Offices Williton Taunton Somerset TA4 4QA which expression where the context so admits shall include successors in title



"Leases" means all leases and tenancies to which the Property or any part thereof is subject and subject to which the Property is transferred to the Association including those (if any) described in Parts III IV and V of Schedule D hereto

"Perpetuity Period" means a period of eighty years from the date hereof

"Plan" means the plan or plans attached hereto

"Price" means the consideration referred to in a transfer marked "AREA 1; ALCOMBE 11" of even date herewith between the same parties as the parties hereto being the total consideration now paid in respect of the Property and other properties comprised in transfers or leases of even date herewith and made between the same parties

"Property" means ALL THAT freehold property as the same is more particularly delineated and shown edged red on the Plan BUT EXCLUDING the Retained Land and the land previously sold by the Council shown hatched pink on the Plan (if any)

"Registers" means the registers of title at H.M. Land Registry of the title numbers set out in Part I of Schedule D hereto

"Restrictions" means the restrictions stipulations and other provisions (in so far as the same affect the Property and are capable of being enforced) contained or referred to in the title deeds and documents relating to the Property brief particulars of which are set out either in the Registers or the Certificate (except for the avoidance of doubt any charges to secure financial obligations)

"Retained Land" means the land (if any) owned and retained by the Council and shown coloured green on the Plan

"Service Conduits" means mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses land drainage and storm water channels and associated apparatus and all other conducting media and apparatus other than those which are or shall become vested in the statutory undertakings

2. **Transfer of the Property**

In consideration of the Price (the receipt of which the Council hereby acknowledges) the Council with full title guarantee **HEREBY TRANSFER** to the Association the Property **TOGETHER WITH** the rights and easements set out in Schedule A hereto **EXCEPT AND RESERVING** for the benefit of the Council and its successors in title and occupiers of the Retained Land and the Common Areas and each and every part thereof the rights set out in Schedule B hereto **TO HOLD** the same unto the Association **SUBJECT TO** the Restrictions **AND SUBJECT** to and with the benefit of the Leases **AND SUBJECT ALSO** to and with the benefit of any covenant or any right or easement imposed granted or reserved on the transfer of any adjoining or neighbouring property previously sold by the Council or its predecessors in title whether pursuant to Part V of the

Housing Act 1957 Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 or otherwise

3. **Covenants by the Association**

The Association for itself and its successors in title **HEREBY COVENANTS** with the Council and its successors in title as follows:-

- 3.1 with the object and intent of affording the Council a full and sufficient indemnity but not further or otherwise to observe and perform the Restrictions and the covenants and obligations on the part of the landlord contained in the Leases and to keep the Council and its successors in title fully and effectually indemnified against all future actions proceedings costs charges claims demands and liabilities whatsoever in respect thereof
- 3.2 not to use or permit any house bungalow or flat on the Property to be used otherwise than for residential purposes
- 3.3 upon any sale of any part of the Property to a tenant of that part pursuant to the preserved right to buy as set out in Sections 171A to 171H Housing Act 1985 or to any voluntary right to buy scheme similar to such preserved right to buy which may be operated by the Association or pursuant to the right to acquire scheme as set out in Section 16 of the Housing Act 1996 to obtain from that tenant for the benefit and protection of the Common Areas and the Retained Land and to the intent and so as to bind that part of the Property into whosoever hands the same may come a covenant to observe and perform the covenants restrictions and stipulations set out in Schedule C hereto **PROVIDED THAT IT IS HEREBY AGREED AND DECLARED** that the Association and other persons deriving title under it including (inter alia) any mortgagee chargee or receiver of the Association or persons deriving title through any of them (other than any such tenant acquiring part of the Property in exercise of a right to buy) shall not be bound by any of the said covenants restrictions or stipulations
- 3.4 to keep the Amenity Land unfenced and free from development or building and to maintain the Amenity Land to the standard of maintenance from time to time provided by the Council elsewhere within its district for similar land with a view to preserving all public rights of access to the Amenity Land as exist at the date hereof

4. **Disposals by the Association**

The Association **HEREBY FURTHER COVENANTS** with the Council not to dispose of the Property or any part thereof except with the consent of the Secretary of State for the Environment (or of any person succeeding the Secretary of State for the Environment as being empowered to give such consent) for so long as the Secretary of State for the Environment (or such other person as aforesaid) has the jurisdiction and the power to do so **PROVIDED THAT** no such consent shall be

required if the disposal is an exempt disposal as defined in Section 81(8) of the Housing Act 1988 or any similar successor legislation

5. **Assignment of rights**

The Council **HEREBY ASSIGNS** to the Association (in so far as the Council has power to do so) the benefit of all covenants in favour of the Council contained in any assurances of land formerly in the ownership of the Council adjoining or neighbouring the Property and which relate to the Property and in particular (but without limitation) all covenants to bear a proportion of the cost of repairing maintaining cleansing or operating any roads parking areas paths forecourts accessways or Service Conduits forming part of the Property used by the owners of such adjoining or neighbouring land and the owners or occupiers of the Property **PROVIDED THAT** this assignment shall not include any covenants at to the repayment of all or part of any sum by which a purchase price was discounted imposed before the date hereof on the sale of any property formerly owned by the Council

6. **Covenants by the Council**

The Council for itself and its successors in title **HEREBY COVENANTS** with the Association and its successors in title:-

- 6.1 to maintain the Common Areas to the standard of maintenance from time to time provided by the Council elsewhere within its district for similar common areas; and
- 6.2 to maintain the Service Conduits now or within the Perpetuity Period serving the Property situate in under or upon the Common Areas or the Retained Land to the standard of maintenance from time to time provided by the Council within its district for similar Service Conduits

SUBJECT TO the Association or the owner or owners for the time being of the Property paying a fair proportion of the cost of such maintenance

7. **Mortgagees**

It is **HEREBY AGREED AND DECLARED** that:-

- 7.1 no mortgagee chargee lender or receiver of the Association or persons deriving title through such mortgagee chargee or receiver shall be bound by the covenants on the part of the Association contained in clauses 3.2 3.3 or 3.4 hereof and if any mortgagee chargee or lender or receiver appointed by such mortgagee chargee or lender exercises its powers conferred under any security or charging document or by statute the provisions of clauses 3.2 3.3 and 3.4 shall upon completion of any sale lease or other disposal of the Property or any part thereof cease to have effect (so far as it relates to the part of the Property which is sold leased or disposed of) and the owner for the time being of the Property or any

part thereof and any successor in title of the Property shall thereupon be released

- 7.2 save as provided in clause 7.1 all covenants on the part of the Association contained herein are given pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

8. **Acknowledgement for production**

The Council acknowledges the right of the Association to the production of the documents specified in the Certificate (so far as possession of them is retained by the Council) and to delivery of copies of them (so far as the Association has not previously been supplied with such copies) and pending such production and delivery undertakes the safe custody of the same

9. **H.M. Land Registry**

- 9.1 Section 133 of the Housing Act 1988 applies to the Property and the Association hereby applies to the Chief Land Registrar for the entry of the restriction required thereby

- 9.2 This transfer is made under the provisions of the Housing Act 1985 and Section 171A thereof as applied by the Housing (Preservation of Right to Buy) Regulations 1993 applies to all dwelling houses in this disposal which are subject to the Preserved Right to Buy being the properties listed in Part II of Schedule D hereto except those shown marked with an asterisk (*) The Association hereby applies to the Chief Land Registrar for the entry of the restriction required by Section 171D(2) and paragraph 4 of Schedule 9A of the Housing Act 1985 and for entry of notice protecting the rights of qualifying persons

SCHEDULE A RIGHTS GRANTED

1. Support

The full right of subjacent and lateral support from the Common Areas and the Retained Land and each and every part thereof for the benefit of the Property and each and every part thereof

2. Access to repair

The right subject to not less than seven days prior written notice to the Council or its successors in title (except in case of emergency) to enter upon such part of the Common Areas as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Property and any buildings now or within the Perpetuity Period erected thereon the person exercising such right making good forthwith all damage and loss caused thereby

3. Rights of way

The right for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with all others having a like right to pass and repass (with or without vehicles as appropriate in the case of roads and forecourts) over and along the Common Areas SUBJECT to the Association or the owner or owners for the time being of the Property paying a fair proportion of the cost of repairing and maintaining the Common Areas PROVIDED THAT the Council may upon giving not less than one month's written notice vary the route of any roads and accessways comprised in the Common Areas provided that such variations do not materially adversely affect the use and enjoyment of the Property

4. Access to Service Conduits

The right subject to not less than seven days prior written notice to the Council or its successors in title (except in case of emergency) to enter on to such part of the Common Areas or the Retained Land as may reasonably be necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining and renewing any Service Conduits which serve the Property or any part thereof TOGETHER with the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Common Areas necessary for any increased flow from time to time in such routes as may previously be approved in writing by the Council such approval not to be unreasonably withheld SUBJECT to the person exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby

5. Services

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to

and from the Property through and along all Service Conduits which are now or may be constructed within the Perpetuity Period on over or under the Common Areas or the Retained Land to the extent only that the same serve the Property or any part thereof SUBJECT TO the Association or the owner or owners for the time being of the Property paying a fair proportion of the cost of repairing and maintaining such Service Conduits PROVIDED THAT the Council may for the purpose of developing the Retained Land upon reasonable prior notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Property and (c) making good forthwith all damage and loss thereby caused

6. **Light and air**

The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Property from or over the Common Areas and the Retained land

7. **Access to perform covenants**

In the event that the Council or its successors in title shall fail to observe and perform the covenants on the part of the Council contained in clause [6] of this transfer the right to enter the Common Areas and the Retained Land with or without workmen vehicles or equipment to perform the said covenants the Council or its successors in title bearing and paying the reasonable costs of the Association or its successors in title of performing the said covenants

8. **Quasi-easements etc**

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of severance hereby effected over any land (including the Retained land) owned and retained by the Council adjoining adjacent or neighbouring the Property SUBJECT TO the Association and its successors in title bearing paying and contributing together with the Council and its successors in title a fair proportion according to user of the cost of repairing and maintaining any such easement or quasi easement the use of which is appurtenant to the Property

**SCHEDULE B
EXCEPTIONS AND RESERVATIONS**

1. Support

The full right of subjacent and lateral support from the Property and each and every part thereof for the benefit of the Common Areas and the Retained Land and each and every part thereof

2. Access to repair

The right subject to not less than seven days prior written notice to the Association or its successors in title (except in case of emergency) to enter upon such part of the Property as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Common Areas and the Retained Land and any buildings now or within the Perpetuity Period erected thereon the person exercising such right making good forthwith all damage and loss caused thereby

3. Rights of way

The right for all reasonable purposes connected with the use and enjoyment of the Common Areas and the Retained Land or any part thereof in common with all others having a like right to pass and repass (with or without vehicles as appropriate in the case of roads and forecourts) over and along all roads accessways paths and forecourts forming part of the Property and not publicly adopted (except where and to the extent that such roads accessways paths and forecourts form an integral part of any individual dwelling within the Property and are intended for the sole benefit of such dwelling) SUBJECT to the Council or the owner or owners for the time being of the Common Areas and the Retained Land paying a fair proportion of the cost of repairing and maintaining the same PROVIDED THAT the Association may upon giving not less than one month's written notice vary the route of any roads paths and accessways comprised in the Property provided that such variations do not materially adversely affect the use and enjoyment of the Common Areas and the Retained Land

4. Access to Service Conduits

The right subject to not less than seven days prior written notice to the Association or its successors in title (except in case of emergency) to enter on to such part of the Property as may reasonable be necessary with or without workmen materials ~~and appliances for the purpose of inspecting repairing maintaining and renewing~~ any Service Conduits which serve the Common Areas or the Retained Land or any part thereof TOGETHER with the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Property necessary for any increased flow from time to time in such routes as may previously be approved in writing by the Association such approval not to be unreasonably withheld SUBJECT to the person exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the

duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby

5. **Services**

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Common Areas and the Retained Land through and along all Service Conduits which are now or may be constructed within the Perpetuity Period on over or under the Property to the extent only that the same serve the Common Areas or the Retained Land or any part thereof **SUBJECT TO** the Council or the owner or owners for the time being of the Common Areas and the Retained Land paying a fair proportion of the cost of repairing and maintaining such Service Conduits **PROVIDED THAT** the Association may for the purpose of developing the Property upon reasonable prior notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Retained Land and (c) making good forthwith all damage and loss thereby caused

6. **Light and air**

The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over the Property

7. **Quasi-easements etc**

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Property and which would be implied by statute or by reason of severance in favour of a purchaser of any land adjoining adjacent or neighbouring the Property owned and retained by the Council including the Retained Land if the same had been transferred to such purchaser and the Property hereby transferred had been retained by the Council **SUBJECT TO** the Council and its successors in title bearing paying and contributing together with the Association and its successors in title a fair proportion according to user of the cost of repairing and maintaining any such easement or quasi easement the use of which is appurtenant to such Retained Land

SCHEDULE C

Standard restrictions imposed by the Council in the transfers of RTB properties

1. No trade or business shall be carried on upon the [property] or any part thereof nor shall the same be used otherwise than as a single private dwellinghouse
2. The garden land and amenity areas forming part of the [property] hereby transferred shall be used solely as garden land and amenity areas ancillary to the use of the [property] as a single private dwellinghouse and for no other purpose whatsoever without the express written consent of the [transferor] having first been obtained
3. No advertisement shall be displayed and no shed outhouse advertisement board or hoarding or any other structure of any kind whether temporary or permanent shall be erected on the [property] or any part thereof nor shall any structural alterations in or additions to the [property] be made without the previous consent in writing of the [transferor]
4. Not to do or keep or suffer to be done or kept on the [property] any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the [transferor] or to the occupiers or owners of adjoining or neighbouring property or which may tend to lessen or depreciate the value of the premises or property in the neighbourhood
5. To keep the boundary fences hedges or banks marked with an inward 'T' mark on the said plan [] in good repair and condition to the satisfaction of the [transferor]
6. To pay on demand a fair proportion according to user of the cost of repairing renewing and maintaining any paths driveways parking spaces channels drains pipes sewers watercourses cables and conduits and other apparatus used in common with the [transferor] and other persons entitled thereto together with a proportionate part of the cost of inspecting and maintaining the grassed areas and open areas (if any) coloured [] on the said plan [] such proportions as aforesaid to be conclusively determined by the [transferor] provided nevertheless that the [transferor] shall be under no liability to maintain the Television Relay System at present serving the [property] (if any)
7. To pay on demand a fair proportion of the cost of repairing and maintaining the access path coloured [] [and] [] on the said plan []
8. In the event that any damage shall be caused in the exercise of the rights included in this [transfer] (whether expressly or by-statute) to make good the same as soon as conveniently possible after the occurrence thereof and to pay compensation for any such which cannot be made good

AREA 49 : UPTON 1

SCHEDULE D

PART I
Registered titles

None

AREA 49 : UPTON 1

PART II
Dwellinghouses

1, Council House, Upton

ose properties marked with an asterisk (*) are not subject to the Preserved
uy in accordance with Clause 9.2 of this Transfer



AREA 49 : UPTON 1

PART III
Right to buy leases

Address	Date of lease	Term	Ground Rent
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None

PART IV
Shared ownership leases

Address	Date of lease	Term	Rent
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None

PART V
Other leases

Address	Date of lease	Term	Rent
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None



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GUG4

Carage

References

Gerson

277.5r

3190

Chen et al.

Entered

$$\frac{1}{2} \log \frac{1}{2}$$

0090

open

0420

9287

Path: /usr

DOES

0250

Edward C. Wakeha

UPTON Area 1

PLAN NO. 49



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