

HM Land Registry

Transfer of part of registered title(s)

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 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

1	Title number(s) out of which the property is transferred: CU230948
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Burn Bank Cottage, Burn Bank, Alston The Property is identified on the attached Plan shown edged blue
4	Date: 21 February 2025
5	Transferor: NAOMI SARAH PALLISTER <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:
6	Transferee for entry in the register: WILLIAM LOWTHER <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:

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
- any required or permitted statements

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

7 Transferee's intended address(es) for service for entry in the register:

1 Clifford's Close, Scawby Brook, Brigg, North Lincolnshire, DN20 9JL

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):

Sixty thousand pounds (£60,000.00)

☐ 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

12.1 Definitions

The following definitions and rules of interpretation apply in this transfer;

– 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.

Accessway: the area shown edged in green on the attached Plan

Conditions for Entry: the conditions to which any right to enter is subject, which are that the right shall be subject to the person exercising the right:

- a. effecting entry at a reasonable time (or at any time in an emergency);
- b. giving reasonable notice to the person whose premises are being entered (but no notice needs be given in an emergency);
- c. causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and

complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry

Development: any development within the meaning of section 55 of the TCPA 1990 of the whole or any part or parts of the Property, with or without other land

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

Perpetuity Period: shall for the purposes of this transfer be 80 years from the date of this transfer.

Plan: The Plan attached to this Transfer

Planning Permission: any of the following which are granted for the Development of the Property:

- a. an outline planning permission; or
- b. a detailed planning permission; or
- c. a technical details consent

Relevant Authority: all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which shall include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated

Reservations: the rights excepted and reserved to the Transferor in **clause 12.5**.

Rights: the rights granted by the Transferor to the Transferee in **clause 12.4**.

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Transferor's Retained Land: the freehold property shown edged in red on the Plan and being the remainder of the land (excluding the Property) registered at HM Land Registry with

title absolute under title number CU230948

12.1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

12.1.3 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).

12.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

12.1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.1.6 Clause headings shall not affect the interpretation of this transfer.

12.1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.1.8 The Transferee shall not be liable for any breach of the covenants referred to in **clause 12.6 and 12.8** arising after the Transferee has parted with all interest in the Property.

12.1.9 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

12.1.10 The Reservations are excepted and reserved from this transfer for the benefit of the Transferor's Retained Land (excluding the Property).

12.1.11 The Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

12.1.12 The Reservations shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.

12.1.13 The Rights are not granted exclusively to the Transferee and are granted:

- (a) subject to the Reservations and any other rights of the Transferor and its successors in title in relation thereto whether or not referred to in this deed; and
- (b) in common with any other persons lawfully entitled to the Rights or to similar rights in relation thereto.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.2 The disposition effected by this transfer is subject to:

- (a) any matters, contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number CU230948
- (b) any matters discoverable by inspection of the Property prior to the date of this transfer
- (c) any matters which the Transferor does not and could not reasonably know about;
- (d) any matters, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
- (e) any notice, order or proposal given or made by a body acting on statutory authority.

12.3 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMMPA 1994, notwithstanding section 6(3) of the LPMMPA 1994.

Rights granted for the benefit of the property

12.4 The Transferor grants to the Transferee for the benefit of the Property:

(a) the right to use the Accessway to access the Property, on foot and with vehicles, at all times and for all purposes, subject to an obligation to contribute a fair proportion of the costs of maintenance repair and replacement of the Accessway in co-operation with the owner for the time being of the Transferor's Retained Land

(b) The right to use, connect into, inspect, repair, maintain, renew or replace any Service Media at the Transferor's Retained Land that serve (but do not form part of) the Property which are in existence at the date of this transfer or are installed or constructed during the Perpetuity Period subject to the position of any such Service Media to be approved by the Transferor (acting reasonably) prior to any installation works being carried out

(c) subject to compliance with the Conditions for Entry, the right to enter the Transferor's Retained Land with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

(i) to inspect or carry out works to any part of the Property that cannot be reached from the Property itself

(ii) to maintain any boundary structures

(iii) to inspect, repair, maintain, install, re-route or replace any Service Media serving the Property which are in place at the date of this Transfer or are installed within the Perpetuity period. The position of any such Service Media to be approved by the Transferor prior to any installation works being carried out.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Rights reserved for the benefit of other land

12.5 The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Retained Land:

- (a) the right to use any part of the Transferor's Retained Land as the Transferor thinks fit, or to build on or develop any part of the Transferor's Retained Land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights granted to the Transferee;
- (b) The right to use, connect into, inspect, repair, maintain, renew or replace any Service Media at the Property that serve (but do not form part of) the Transferor's Retained Land which are in existence at the date of this transfer or are installed or constructed during the Perpetuity Period
- (c) subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - (i) to inspect or carry out works to any part of the Transferor's Retained Land that cannot be reached from the Transferor's Retained Land itself
 - (ii) to maintain any boundary structures
 - (iii) to inspect, repair, maintain, install, re-route or replace any Service Media serving the Transferor's Retained Land.
- (d) rights of support and protection from the Property for any land or buildings adjoining the Property.

Restrictive covenants by the transferee

12.6 The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it with the intention of binding the Property and each and every part of it:

- (a) not to use the Property for any purpose other than for a private garage, private store or as one single private dwelling (with the benefit of any necessary Planning Permission). For the avoidance of doubt this would not prevent the use of the property for short term holiday lets or for use of the property for office based/clerical working from home;
- (b) not to carry on any trade or business at the Property. For the avoidance of doubt this would not prevent the use of the property for short term holiday lets or for use of the property for office based/clerical working from home;
- (c) not to use the Property for any illegal or immoral purpose;
- (d) not to cause any damage to the Transferor's Retained Land, or to any property of the owners or occupiers of the Transferor's Retained Land and as soon as possible make good any damage caused to the Transferor's reasonable satisfaction and pay full compensation to the Transferor in respect of any damage caused that is not made good and any loss caused to the Transferor due to such damage.

Include words of covenant.

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

(e) not to do anything at the Property that would cause material loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the owner of the Transferor's Retained Land or the owners or occupiers of any neighbouring property;

(f) not to allow to pass into any Service Media on the Property any noxious or deleterious effluent or other substance which may obstruct or cause damage to the Service Media, the Transferor's Retained Land or any other neighbouring property;

(g) not to materially obstruct or interfere with the flow of light or air to the Transferor's Retained Land;

(h) not to park on or otherwise obstruct the Accessway or hinder or prevent the use of the Accessway by the Transferor or anyone authorised to use the Accessway

(i) not to erect any permanent building or structure on any open part of the Property without the consent of the Transferor

(j) not to alter, remove or reduce the height of the boundary structures separating the Property from the Transferor's Retained Land without the consent of the Transferor

(k) not to install Service Media over the Transferor's Retained Land without first having the position of the same approved by the Transferor, such approval not to be unreasonably withheld.

Restrictive covenants by the transferor

Other

Positive Covenants by the Transferor

12.7 The Transferor covenants with the Transferee for the benefit of the Property and each and every part of it with the intention of binding the Retained Land;

12.7.1 Subject to the Reservations, not to obstruct, interrupt or interfere with the exercise of the Rights by the Transferee.

12.7.2 to maintain the Accessway subject to receipt of the sums due from the Transferee referred to at 12.8.1

Positive Covenants by the Transferee

12.8 The Transferee covenants with the Transferor, for the

benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

12.8.1 To contribute a fair proportion of the costs of maintenance repair and replacement of the Accessway in co-operation with the owner for the time being of the Transferor's Retained Land

12.8.2 With the prior approval of the Transferor as to the height, construction and material, to erect good and substantial boundary structure between the Property and the Transferor's Retained Land within six months of the date of this Transfer and to the reasonable satisfaction of the Transferor

12.8.3 To maintain repair and replace as necessary and to the reasonable satisfaction of the Transferor those boundaries marked with an inward 'T' on the Plan

12.8.4 To comply with any conditions, stipulations or requirements of any Relevant Authority in relation to any Development of the Property and in relation to any Planning Permission granted for the Property

Indemnity covenant

12.9 The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, encumbrances, covenants and restrictions contained or referred to in the property and charges registers of CU230948 in so far as they relate to the Property and the covenants contained in **clause 12.6 and 12.8** of this transfer in so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

Agreements and Declarations

The parties hereby agree and declare;

12.10 that any dispute arising in connection with the determination of the Transferee's proportion of the costs referred to in clause 12.8.1 shall be referred to a surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors (who shall act as an expert and not as an arbitrator) to be agreed upon by the parties or (in the event of failure so to agree) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the written decision of such person (including any determination as to the costs of such decision) shall accordingly be final and binding on both the parties in the absence of manifest error or fraud

12.11 that the Property will not, by virtue of this Transfer have any rights or easements or the benefit of any other matters over the Retained Land other than those which are expressly mentioned and are granted by this Transfer and it is further agreed and declared that Section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over the Retained Land except as expressly mentioned in or created by this Transfer.

12.12 that references within this Deed to Transferee and Transferor shall include their successors in title.

12.13 that where the Transferor and/or Transferee is more than one person unless otherwise expressly mentioned in this Deed they shall be jointly and severally liable for their respective obligations arising under this Deed.

12.14 that a person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

12.15 that this Transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.16 that at the date of this Transfer the Property is not connected to any Service Media and that no connections exist for Service Media to the Property. Any Service Media which are installed following the date of this Transfer are to be installed and maintained in accordance with the provisions of this Transfer

12.17 that at the date of this Transfer there is no valid Planning Permission for the use of the Property as a residential dwelling

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

Executed as a Deed
by Naomi Sarah Pallister

in the presence of

.....
Witness Signature

Name of Witness:

Address of Witness:

Occupation of Witness:

Executed as a Deed
by William Lowther

in the presence of

.....
Witness Signature

Name of Witness: David Lewis

Address of Witness: 89 york road brigg dn208dx

Occupation of Witness: Shop keeper


.....
I confirm that I was physically present
when William Lowther signed this deed.

WARNING

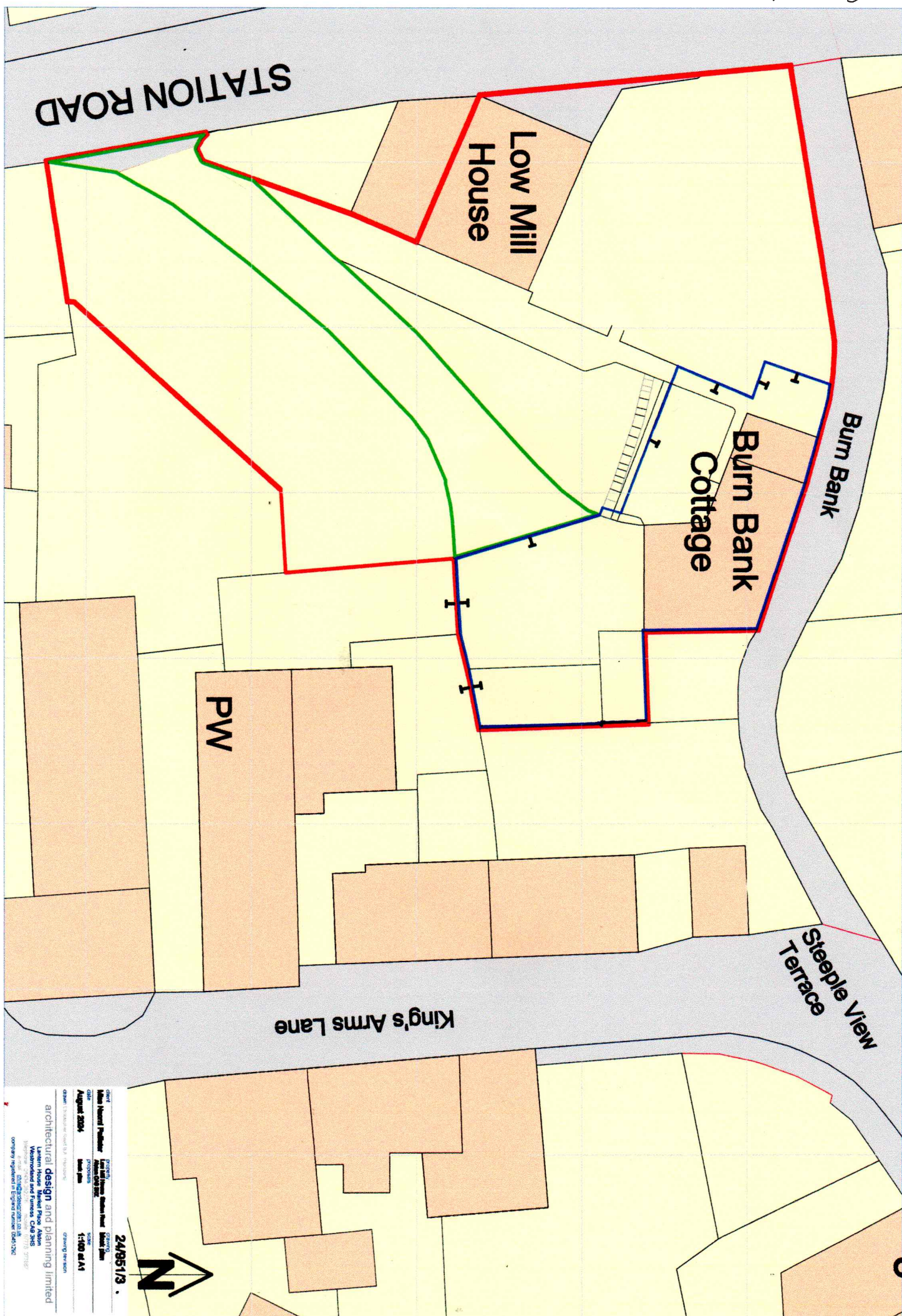
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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) 06/19

W Lowther



24/851/3 .

architectural design and planning limited
Lancaster House, Market Place, Lancaster, LA1 1JH
Tel: 01524 633333 Fax: 01524 633334
www.adpl.co.uk

client: Lancashire County Council
project: Burn Bank Cottage
date: August 2004
scale: 1:100 at A1
drawing revision: 1

Title	Transfer Deed - 177459.00003
File name	Engrossment_TP1.pdf
Document ID	9bd7a7e746e01f0ec31072d61dfa7292227d44a8
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	21 / 02 / 2025 14:26:08 UTC	A new document has been created based on an existing document with ID 284debf97bea70db0b475ed965a54a09bcadcfa4 IP: 85.210.218.237
 SENT	21 / 02 / 2025 14:26:57 UTC	Sent for signature to Rhiannon Melrose (rmelrose@tbilaw.co.uk) from commercialpropertyse@tbilaw.co.uk IP: 85.210.218.237
 VIEWED	21 / 02 / 2025 14:27:11 UTC	Viewed by Rhiannon Melrose (rmelrose@tbilaw.co.uk) IP: 204.217.253.228
 SIGNED	21 / 02 / 2025 14:27:32 UTC	Signed by Rhiannon Melrose (rmelrose@tbilaw.co.uk) IP: 85.210.218.237
 COMPLETED	21 / 02 / 2025 14:27:32 UTC	The document has been completed.