

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: ST120570
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property:  Land formerly known as the Land lying to the east of Wembdon Rise Wembdon Bridgwater  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown edged red  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 17th September 2015
5	Transferor:  <b>BEAZER HOMES LIMITED</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>361750</u> <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register:  <b>WEMBDON PARISH COUNCIL</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 England and Wales including any prefix:
7	Transferee's intended address(es) for service for entry in the register:  The address of whose Clerk is 40 Griffen Road Weston super Mare BS24 7HQ And C/o Holley & Steer Tregunter 1 Berrow Road Burnham on Sea Somerset TA8 2ET

8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12	<p>Additional provisions</p> <p>12.1 Definitions</p> <p>12.1.1 In this clause 12 save where the context otherwise provides the definitions in the preceding clauses apply and the following expressions shall have the meanings given to them below:-</p> <p>12.1.1.1 "the Estate" means all the land (excluding the Property) now or formerly comprised in the above title</p> <p>12.1.1.2 "the Plan" means the attached plan</p> <p>12.1.1.3 "the Property" means the lands edged red on the plan</p> <p>12.1.1.4 "service authorities" means the companies or authorities from time to time responsible for highways sewerage drainage and land drainage for the area in which the property is situated</p> <p>12.1.1.5 "service companies" means the companies or authorities from time to time providing water electricity gas telephone television or radio services for the area in which the property is situated</p> <p>12.1.1.6 "service installations" means sewers channels drains pipes watercourses wires cables soakaways manholes and any other conducting media and apparatus for the supply of water electricity gas telephone television or radio services or the disposal of foul or surface water</p> <p>12.1.1.7 "the Transferor" and "the Transferee" shall include the successors in title of the Transferor and the Transferee respectively</p> <p>12.1.2 Reference to any statutory provisions herein shall be deemed to include</p>



references to any re-enactment or modification of such provisions or similar legislative provision

## 12.2 RIGHTS EXCEPTED AND RESERVED

The Property is transferred subject to the exceptions and reservations set out in the First Schedule hereto

## 12.3 TRANSFEREE'S RESTRICTIVE COVENANTS

For the benefit and protection of the land comprised in the Estate and any part or parts thereof (other than the Property) and (so far as may be) so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor and also (subject to the right herein referred to of the Transferor to withdraw waive release or vary covenants stipulations and conditions) as a separate covenant with every other person who now owns any part of the Estate that the Transferee will at all times observe and perform the restrictions and stipulations set out in the Second Schedule hereto but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after the Transferee shall have parted with all interest in the Property

## 12.4 TRANSFEREE'S POSITIVE COVENANTS

The Transferee further covenants with the Transferor:-

12.4.1 To maintain the Property as a public open space and/or children's play area or community facility for the recreational and amenity use of residents of the Parish of Wembdon and other neighbouring or nearby areas of benefit and their visitors and invitees

12.4.2 To keep the grass on the Property properly mown and free of weeds

12.4.3 To grant to the Transferor or to any of the Service Authorities or Service Companies such easements in under or over the property as any of them from time to time require (and such form as they may require) in connection with the services usually provided by or maintained by them

## 12.5 TRANSFEREE'S INDEMNITY COVENANT

With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor that the Transferee will at all times hereafter observe and perform the covenants contained or referred to in the Registers of the above title so far as the same relate to the Property and will indemnify and keep indemnified the Transferor and its effects from and against all actions proceedings costs claims and demands in respect thereof

## 12.6 AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:-

That except as expressly granted by this transfer the Transferee shall not by virtue of this transfer acquire or be entitled to any right of light or air or other easements or rights and nothing contained in or implied by this transfer shall operate to impose any restriction which would prejudice the free use or enjoyment of any adjoining or neighbouring land of the Transferor for building or other purposes and any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land now or within the perpetuity period belonging to the Transferor shall be deemed to be had by the consent of the Transferor

## 12.8 APPLICATION TO REGISTRAR

The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such

of the exceptions reservations agreements declarations covenants conditions and stipulations in this transfer as are capable of registration

#### THE FIRST SCHEDULE

(Rights excepted and reserved out of the property)

Rights for the Transferor and its successors in title owners and occupiers of the Estate and of any other adjoining or neighbouring land belonging to the Transferor and others to whom it may grant or may have granted like rights and others authorised by them

1. Upon giving previous reasonable notice (except in the case of emergency) to enter upon the Property so far as may be necessary to repair cleanse maintain and renew service installations the persons entering causing as little damage as possible and making good all damage caused

2. Upon reasonable notice being given to enter upon the Property where necessary for the purpose of constructing decorating maintaining and repairing any walls buildings or fences erected or to be erected on any adjoining plots the person or persons entering doing as little damage as possible and making good all damage caused in the exercise of such rights

#### THE SECOND SCHEDULE

(Stipulations to be observed by the Transferee)

1. Not to use the Property (or permit or suffer the same to be used) other than as open space and/or children's play area and/or the recreation and amenity use of the residents of the Parish of Wembdon and other neighbouring or nearby areas of benefit and their visitors and invitees

2. Without prejudice to the generality of the foregoing stipulation not to use the Property or any part thereof (or permit or suffer the same to be used) as a means of gaining vehicular access to or egress from any adjoining land



**SIGNED AS A DEED BY**  
and  
as the Attorneys for and on behalf of  
**BEAZER HOMES LIMITED**  
in the presence of:

Authorised signatory

Authorised signatory

*Samir Ben*

*IAN CHILCOTT*

*Witness x PAUL BRAGGER*

*Address 38 LISKEW HAY  
TAVNTON  
SOMT.*

*Occupation  
HIGHWAYS ADOPTION MANAGER*

**SIGNED AS A DEED by**  
**WEMBDON PARISH COUNCIL** acting)  
By its Chairman **MICHAEL TREVOR**  
**SOLOMON** And its Clerk **ANTHONY**  
**RICHARD JAY** in presence of:

CHARLES E.E. FLEMING  
Solicitor  
Holley & Steer Solicitors  
Tregunter, 1 Berrow Road  
Burnham-on-Sea TA8 2ET

**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.

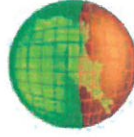
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



REVISIONS		
No.	Date	Description

## Notes

North Point is indicative only.  
Grid is arbitrary.



**WESSEX LAND SURVEYS**  
LAND AND ENGINEERING SURVEYS  
VOLUMETRIC ANALYSIS

Top House  
1-3 Ruckley Ford  
Hemington  
Radstock  
Bristol  
BA3 5YA

**Persimmon Homes**  
(South West) Ltd  
Sowton Trading Estate  
Exeter EX2 7LD

Land adjacent to  
Oak Apple Drive  
Wembdon, Bridgwater  
Somerset

1:1,250  
Feb 2014  
Area  
A/C

Transfer Plan  
1:1,250 Scale

2014.02.02 010

