

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.

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.

1	Title number(s) out of which the property is transferred: CYM442039 and part of Title Number CYM443556
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Kingsley Circle Community Centre, Eaton Drive, Wrexham, LL13 9BP The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date: 6 August 2018
5	Transferor: Wrexham County Borough Council <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: LMF Properties Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09679157 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any

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).

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.

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
- other agreed provisions.

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):
SEVENTY NINE THOUSAND POUNDS
(£79,000) AG

☐ 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 covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 (LPMPA 1994) are modified so that:

- (a) The covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:
- (i) Make property searches; or
 - (ii) Raise requisitions on title or on the results of the Transferee's searches; and
- (b) The covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.

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

Additional provisions

12

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

12.1.1 Definitions

Accessway: the footpath shown coloured brown on the Plan, forming part of the Transferor's Retained Land.

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.

Plan: the plan attached to this transfer marked.

Property: the property described in clause 3 of this transfer.

Reservations: the rights excepted and reserved to the Transferor in this transfer.

Rights: the rights granted by the Transferor to the Transferee in this transfer.

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

Transferor's Retained Land: the freehold property to the rear of 1-11 (odd), Churchill Drive, Wrexham, LL13 9HH being the remainder of the land (excluding the Property) registered at HM Land Registry with title absolute under title number CYM443556.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax.

- 12.1.2 A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- 12.1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 12.1.4 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.
- 12.1.5 Where the Transferor and/or Transferee is more than one person, unless otherwise expressly provided in this transfer, they shall be jointly and severally liable for their respective obligations arising under this transfer.
- 12.1.6 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.
- 12.1.7 The Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or any 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, provided that they do not materially adversely affect the reasonable use and enjoyment of the Property.
- 12.1.8 The Rights 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 transfer; and
 - (b) in common with any other person lawfully entitled to the Rights or similar rights in relation thereto.
- 12.1.9 The disposition effected by this transfer is subject to:
 - (a) any matters, other than financial charges, contained or

referred to in the entries of the property and charges registers maintained by HM Land Registry under title number CYM443556 as at 6th June 2018 @ 09:08:05 and CYM442039 as at 15th June 2018 @ 12:12:01;

- (b) any matters discoverable by inspection of the Property before the date of this transfer;
- (c) any matters which the Transferor does not and could not reasonably know about;
- (d) any matters, other than financial charges, 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 by or made by a body acting on statutory authority; and
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registry Act 2002.

12.1.10 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.

12.1.11 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 Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act.

12.1.12 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 a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

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

Rights granted for the benefit of the Property

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

- (a) the right for the Transferee and its successors in title and those authorised by it or them (in common with the Transferor and other persons having the same right) to pass on foot only over and along the Accessway to and from a highway maintainable at public expense at all times for all;
- (b) the right of support and protection to the Property and any building thereon from adjoining parts of the Transferor's Retained Land, to the extent that such support and protection exists at the date of this transfer; and
- (c) the right to use and connect into any Service Media that belong to the Transferor and serve (but do not form part of) the Property which are in existence at the date of this transfer or are installed or constructed after the date of this transfer.
- (d) The right to enjoy vehicular access to the Property on the same basis as currently enjoyed by the Transferor.

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.

Include words of covenant.

Rights reserved for the benefit of other land

- 12.3 The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Retained Land:
- (a) the right of support and protection to the Transferor's Retained Land and any building thereon to the extent that such support and protection exists at the date of this transfer; and
 - (c) the right to use and to connect into any Service Media at the Property which serve other parts of the Transferor's Retained Land which are in existence at the date of this transfer or are installed or constructed after the date of this transfer; and
 - (d) (subject to effecting entry at a reasonable time and on reasonable notice to the Transferee - or at any time and without notice in an emergency, causing as little damage as possible to the Property and making good any damage caused to the reasonable satisfaction of the Transferee), the right to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Transferor's Retained Land.

Restrictive covenants by the Transferee

- 12.4 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 illegal or immoral purpose;
 - (b) not to obstruct the Accessway or any other part of the Transferor's Retained Land, nor deposit any waste, rubbish, soil or other material on any part of the Accessway or any other part of the Transferor's Retained Land, or in any way interfere with or disturb the exercise of the same Rights or similar rights by any other person authorised by the Transferor; and
 - (c) not to overload the Service Media serving the Property, nor allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them.

Restrictive covenants by the Transferor

- 12.5 None.

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

Positive 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 (and where applicable pursuant to section 33 of the Local Government (Miscellaneous Provisions) Act 1982) with the intention of binding the Property and each and every part of it:
- (a) to maintain the Property in good repair;
 - (b) within 28 days from the date of this transfer the Transferee is to erect and maintain a good and sufficient post and wood panel fence (or other fence as agreed in writing with the vendor) 1.8 meters in height on the boundaries delineated 'T' on the attached plan.

Positive covenants by the Transferor

- 12.7 The Transferor covenants with the Transferee:
- (a) to keep the Accessway in good repair,

Indemnity Covenant

- 12.8 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, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of title number CYM443556 and CYM442039 as in so far as they relate to the Property and the covenants contained in clause 12.6 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

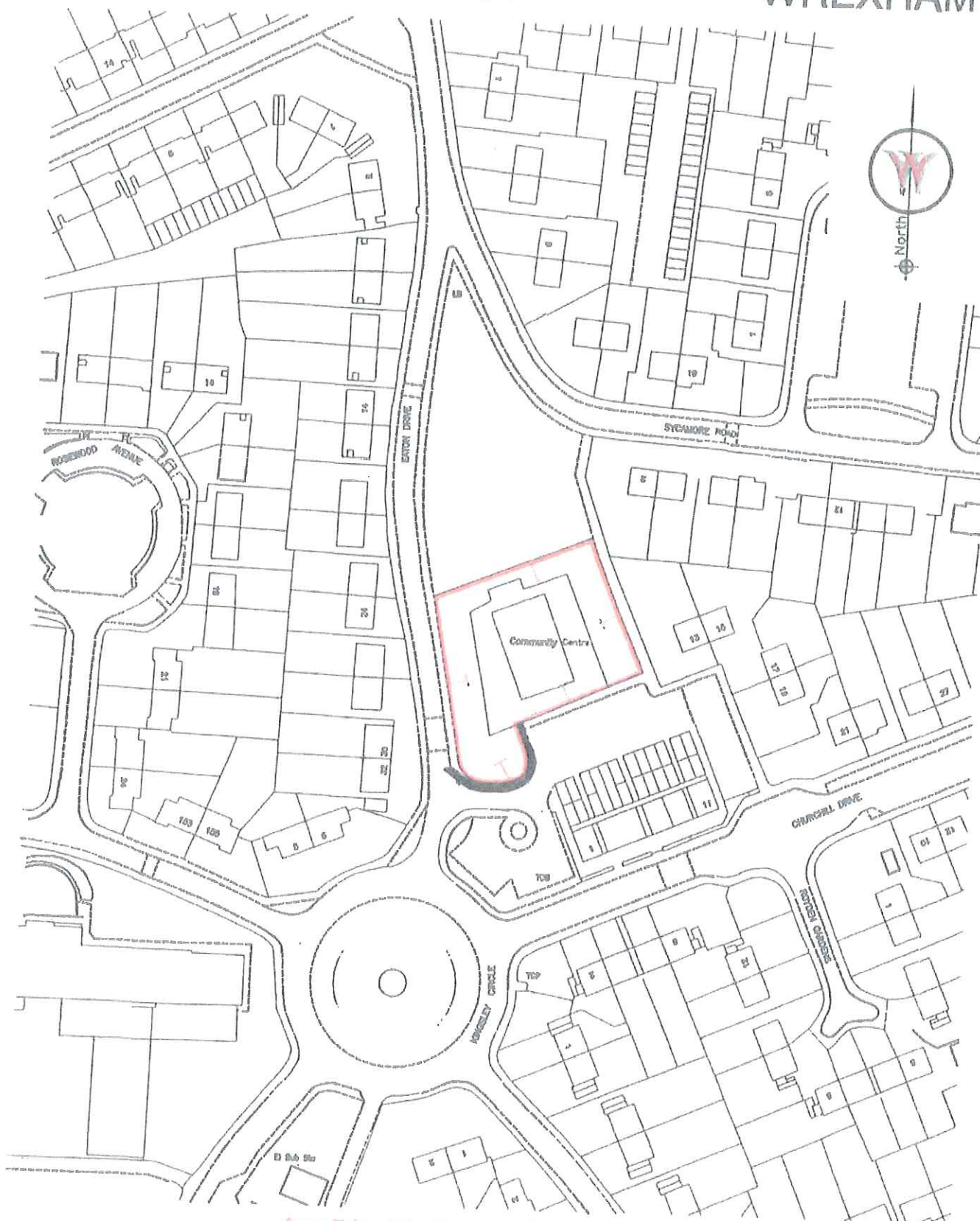
- 12.9.1 Any wall dividing any building or structure situated partly on the Property and partly on an adjoining part of the Transferor's Retained Land is a party wall and shall be maintained and repaired accordingly.
- 12.9.2 The Transferor shall not be liable to the Transferee for any failure of the Transferor to comply with the obligations contained in clause 12.7 of this transfer unless and until the Transferee has given the Transferor notice of the facts that give rise to the failure and the Transferor has not remedied the failure within a reasonable time.
- 12.9.3 The Transferor shall not be liable for any breach of the covenants given by the Transferor (if any) in this transfer, arising after the Transferor has parted with all interest in the Transferor's Retained Land.
- 12.9.4 The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.
- 12.9.5 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.

- 12.9.6 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 or construed in accordance with the law of England and Wales

PLAN REFERRED TO.

WREXHAM



Area Edged Red = 1777m² or thereabouts

STEPHEN T BAYLEY
HEAD OF HOUSING AND ECONOMY
WREXHAM COUNTY BOROUGH COUNCIL

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PLAN No. 26/597/3
O.S.S. No. S.J.3550
SCALE. 1:1250

ALAN
FIELD

The transferor must execute this transfer as a deed using the space opposite.

13 Execution

EXECUTED as a Deed by
affixing the Common Seal of
WREXHAM COUNTY
BOROUGH COUNCIL in the
presence of:

Head of Corporate and Customer
Services

Executed as a deed by **LMF Properties Ltd**
acting by a director in the presence of:

Signature of Director: _____



Signature of witness: _____



Name (in BLOCK CAPITALS): **M CHAPMAN**

Address: **4 MILLAIS CLOSE,
CONNAYS QUAY,
DEESIDE,
FLINTSHIRE
CH5 4WJ**

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.