

Land Registry
Transfer of part of registered title(s)

TP1

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.

<p>1 Title number(s) out of which the property is transferred:</p> <p>WM883987 and WM497003</p>
<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p> <p>WM936004</p>
<p>3 Property:</p> <p>The land formerly known as Cradley High School, Homer Hill Road, Halesowen</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown:</p> <p>Edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
<p>4 Date:</p> <p>13 March 2015</p>
<p>5 Transferor:</p> <p>The Borough Council of Dudley</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
<p>6 Transferee for entry in the register:</p> <p>Midland Heart Limited</p> <p><u>For UK incorporated companies/LLPs</u></p>

These are the notes referred to on the following official copy

Title Number MM50789

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

8/10

	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: JP30069R
7	Transferee's intended address(es) for service for entry in the register: 20 Bath Row, Birmingham, West Midlands
8	The transferor transfers the property to the transferee
9	Consideration <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £1,313,500.00) ONE MILLION THREE HUNDRED AND THIRTEEN THOUSAND FIVE HUNDRED POUNDS <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with full title guarantee x limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions 12.1 DEFINITIONS

In this deed, unless the context otherwise requires the following definitions apply:

- “1994 Act”** the Law of Property (Miscellaneous Provisions) Act 1994;
- “Access Road”** the access road leading from Slade Road shown coloured blue on the Plan;
- “Conduits”** all sewers, drains, pipes, gullies, gutters, ducts, mains, channels, wires, fibres, cables, conduits, flues, watercourses and any other conducting media and associated equipment for the supply of Services now present or to be installed for the passage of Services;
- “Housing Land”** that part of the Property hatched blue on the Plan;
- “Permitted Disposal”** means (1) the transfer of a freehold interest or the grant of a tenancy or a lease of a residential unit; or (2) the transfer of land or the grant of an easement to a statutory authority or highway authority
- “Plan”** the plan annexed to this transfer and if numbered plans are annexed any reference to a numbered plan is to the annexed plan so numbered;
- “Retained Land”** the remainder of the land comprised in title number WM883987 WM936004 and WM497003 and other adjoining land belonging to the Transferor;
- “Services”** water, soil, foul drainage, gas, oil, electricity, telephone, television, radio, facsimile, telecommunications, data, communications and other similar services and supplies;
- “VAT”** Value Added Tax as provided for in the Value Added Tax Act 1994 or any similar tax replacing or introduced in addition to it;
- “Working Day”** any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

12.2 INTERPRETATION

12.2.1 Unless this deed states otherwise:

- a) references to clauses and Schedules are to the clauses and schedules of this deed; and
- b) reference to any legislation (whether specifically named or to legislation in general) shall include any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, regulations or other subordinate legislation for the time being made, issued or given under that legislation or deriving validity from it, and also reference to legislation in general is to all local, national and directly applicable supra-national laws for the time being in force.

12.2.2 Words importing one gender include any other genders and words importing the

singular import the plural and vice versa.

12.2.3 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

12.2.4 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.

12.2.5 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.

12.2.6 Unless otherwise indicated, references to paragraphs are to paragraphs in this Panel 12.

12.2.7 The clause headings in this deed are for reference only and do not affect its construction or interpretation.

12.2.8 Where any party to this deed comprises more than one person, the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons.

12.2.9 Unless the context requires otherwise, the words "include" and "including" shall be deemed to be followed by the words "without limitation".

12.3 RIGHTS GRANTED

12.3.1 The Property is transferred together with, for the benefit of each and every part of the Property the rights set out in the First Schedule.

12.3.2 The rights set out in the First Schedule shall where the context admits be exercisable in common with the Transferor, its successors in title and all persons authorised by it or them or having a like right.

12.4 RIGHTS RESERVED

There are excepted and reserved out of the Property for the benefit of each and every part of the Retained Land the rights set out in the Second Schedule.

12.5 COVENANTS BY THE TRANSFEE

12.5.1 The Transferee covenants with the Transferor to the intent that the burden of this covenant may run with and bind each and every part of the Property into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land to observe and perform the obligations set out in the Third Schedule.

12.5.2 Any obligation not to do any act or thing shall include an obligation not knowingly to permit or suffer that act or thing to be done by another person.

12.6 DECLARATIONS

12.6.1 Section 62 of the Law of Property Act 1925 will not apply to this transfer and except for any rights expressly granted by this transfer nothing will (whether by

implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement, quasi-easement, privilege or advantage whatsoever over or against the whole or any part of any adjoining or neighbouring land of the Transferor.

12.6.2 The Transferee and its successors in title shall not be entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose and the access or use of light to and for the Property from the Retained Land shall be enjoyed with the consent of the Transferor and its successors in title and shall not be or become enjoyed as of right.

12.6.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in this transfer (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors.

12.6.4 Upon any transfer of the whole of its interest in the whole or any part of the Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the person to whom the transfer is made has first entered into a direct covenant with the Transferor or its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by that person.

12.6.5 The Transferor and the Transferee agree and declare as follows:

The Property being surplus to education requirements of the Transferor this Transfer is made pursuant to Section 123 of the Local Government Act 1972 (as amended) and in accordance with the consents of the Secretary of State under Section 77 of the School Standards and Framework Act 1998 and Schedule 35A of the Education Act 1996

12.7 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise), covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants, agreements and other matters contained or referred to in the registers of Title Numbers WM883987 as at the date hereof (save for those relating to mortgages or financial charges) so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep the Transferor indemnified from and against all future actions, claims, losses, costs, expenses, and liability in any way relating to any of them.

12.8 IMPLIED COVENANTS

The covenants implied by the 1994 Act are varied as follows:

- 12.8.1 the words "at his own cost" are deleted from the covenant set out in section 2(1)(b) and the words "at the cost of the person to whom he disposes of the property" substituted for them;
- 12.8.2 the words "and could not reasonably be expected to" are deleted from the covenant set out in section 3(1); and
- 12.8.3 the covenants set out in section 2(1)(a) and section 3 are construed so that matters recorded in registers open to public inspection are considered to be within the actual knowledge of the person to whom the disposition is made.

12.9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12.10 LAND REGISTRY TITLE ENTRIES

12.10.1 The Transferor and the Transferee apply to the Land Registrar for a restriction to be entered on the title to the Property in the following Land Registry standard form.

"No transfer or lease of the whole or any part of freehold of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Transferee's conveyancer that the provisions of paragraph 3 (c) of Part II of the Third Schedule of the transfer dated 18/3/15] and made between Dudley Metropolitan Borough Council and Midland Heart Limited have been complied with or that they do not apply to the disposition."

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12.10.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the First Schedule to be noted on the title number of the Property.

12.10.3 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the Second Schedule to be noted on the title numbers of the Retained Land.

12.11 CHARITY ACT

12.11.1 The land comprised in title WM936004 over which a right of way is to be granted by this transfer is held by the Transferor in trust for the Homer Hill Recreation Ground Trust a non-exempt charity, and this transfer is not one falling within paragraph (a), (b) (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117 - 121 of that Act apply to the land.

12.11.2 The Transferor has complied with the restriction relating to disposal imposed by sections 117-121 of that Act.

FIRST SCHEDULE

(Rights Granted)

The transfer is made together with the following rights over the Retained Land for the benefit of the Property:

- 1 **A right of way** in common with all those persons entitled;
 - 1.1 to use with or without vehicles and at all times that part of the Access Road not comprised within the Property for the purposes of access and egress to the Property;
 - 1.2 to enter onto that part of the Access Road not comprised within the Property on serving on the Transferor at least 10 days prior notice for the purpose of undertaking works of improvement to the Access Road subject to observing and performing the provisions of paragraph 6 hereof
- 2 **Services** - the right in common with the owners of the Retained Land and those authorised by them to connect to and use any Conduits in, on, under or over the Retained Land for the passage of Services to and from the Property. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this First Schedule provided that the Transferor may withhold consent where in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Property.
- 3 **Entry** - the right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land (but not into any dwelling comprised therein) on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment to:
 - (a) repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are granted by this transfer; and
 - (b) repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property or boundary fences or party walls between the Retained Land and the Property.
- 4 **Support** - the right of support for the Property and any buildings now or in the future constructed or erected on it from the Retained Land and any buildings on it.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Property provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Retained Land.
- 6 **The rights of entry** granted by this transfer are subject to the owners of the Property:
 - (a) first obtaining any consents required under this First Schedule for the installation of or connection to any Conduits;
 - (b) causing as little inconvenience as reasonably practicable to the owners of the Retained Land in the exercise of these rights;
 - (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the

Retained Land, such approval not to be unreasonably withheld or delayed;

- (d) making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the owners of the Retained Land;
- (e) permitting the owners of the Retained Land to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

SECOND SCHEDULE

(Rights Reserved)

The following rights over the Property are reserved for the benefit of the Retained Land:

- 1 **Services** - the right in common with the owners of the Property and those authorised by them to connect to and use any Conduits in, on, under or over the Property for the passage of Services to and from the Retained Land. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this Second Schedule provided that the Transferee may withhold consent under paragraph 1 of this Second Schedule where, in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Retained Land.
- 2 **Entry** - the right for the owners of the Retained Land and those authorised by them to enter and remain upon so much as is necessary of the Property on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment:
 - (a) to repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are reserved by this transfer;
 - (b) to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Retained Land or boundary fences or party walls between the Retained Land and the Property.
- 3 **Support** - the right of support for the Retained Land and any buildings now or in the future constructed or erected on it from the Property and any buildings on it.
- 4 **Light and air** - the right of uninterrupted and unimpeded access of light and air over the Property to any buildings from time to time on the Retained Land.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Retained Land provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Property.
- 6 The rights of entry reserved by this transfer are subject to the owners of the Retained

Land:

- (a) first obtaining any consents required under this Second Schedule for the installation of or connection to any Conduits;
- (b) causing as little inconvenience as reasonably practicable to the owners of the Property in the exercise of these rights;
- (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the Property, such approval not to be unreasonably withheld or delayed;
- (d) making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property;
- (e) permitting the owners of the Property to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

THIRD SCHEDULE

(Covenants by Transferee)

Part I

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will:

1 Use of the Property

- (a) not use the Housing Land for any other purpose than the construction and use of 11 detached or semi-detached residential dwelling houses ;
- (b) not use or permit the Property to be used in a manner which may be or become a legal nuisance or cause damage to the owners of the Retained Land; or
- (c) not use or permit the Property to be used to store goods, materials, waste or refuse on any unbuilt parts of the Property except for refuse kept for collection in dustbins or waste compactors properly required in connection with the use of the Property (or, during the course of development of or construction on the Property, in proper storage compounds or facilities).

2 Nomination Agreement – at the request of the Council agree and enter into a nomination agreement (both acting reasonably) whereby the Transferee agrees to accept nominations for tenants for the Property where appropriate provided that the Council shall not require more than 75% nomination rights in respect of re-lettings ;

3 Disposals of the Property - make any disposition of any part or parts of the freehold of the Property (save for a Permitted Disposal) without first complying with the provisions of paragraph 3 (c) of Part II of this Third Schedule.

Part II

The Transferee covenants with the Transferor for the benefit of the owners of the Retained Land that the owners of the Property ('the **Transferee's Positive Covenants**') will:

- 1 **Conduits** - repair, maintain, replace, renew and clean any Conduits over which rights are reserved by this transfer.
- 2 **Access Road** -- to construct the Access Road to adoptable standards.
- 3 **Deed of Covenant** - ensure that all new freehold owners of the Property or any part of it (save for any donee pursuant to a Permitted Disposal) enter into a direct covenant (the "**Transferee's Deed of Covenant**") with the owners of the Retained Land before they are registered as proprietor of the Property:
 - (a) to comply with the Transferee's Positive Covenants;
 - (b) to apply to the Land Registrar for a restriction to be entered onto the registered title in the same form as the restriction set out in paragraph 12.10.1; and
 - (c) not to transfer or otherwise dispose of the freehold of any part or parts of the Property (save by way of a Permitted Disposal) without ensuring that any transferee or other person to whom a disposal is made enters into a direct covenant with the owners of the Retained Land on the terms of this covenant.

FOURTH SCHEDULE

(covenants by the Transferor)

The Transferor (in its capacity as the local highway authority and not as trustee) covenants with the Transferee;

1. Subject to;
 - a) the Transferee allowing the Transferor to enter and remain upon the Property (with and without equipment) to undertake works to the Access Road ;and
 - b) the Transferee allowing the Transferor to erect highway signage and directions including speed- bumps, speed limits and other measures to procure usage of the Access Way in accordance with the same standards as public highway;

to maintain the Access Road in good and substantial repair until the same becomes maintainable at public expense; and
2. Subject to allowing the Transferor access to the Property to maintain the same where requested to so and to erect signage as it use to indemnify and keep the Transferee indemnified from and against all actions claims losses costs and expenses and liability relating to that part of the roadway which falls within the Property such liability to be limited to that equivalent to the liability of Council as though the Access Road was a highway maintainable at public expense

Execution

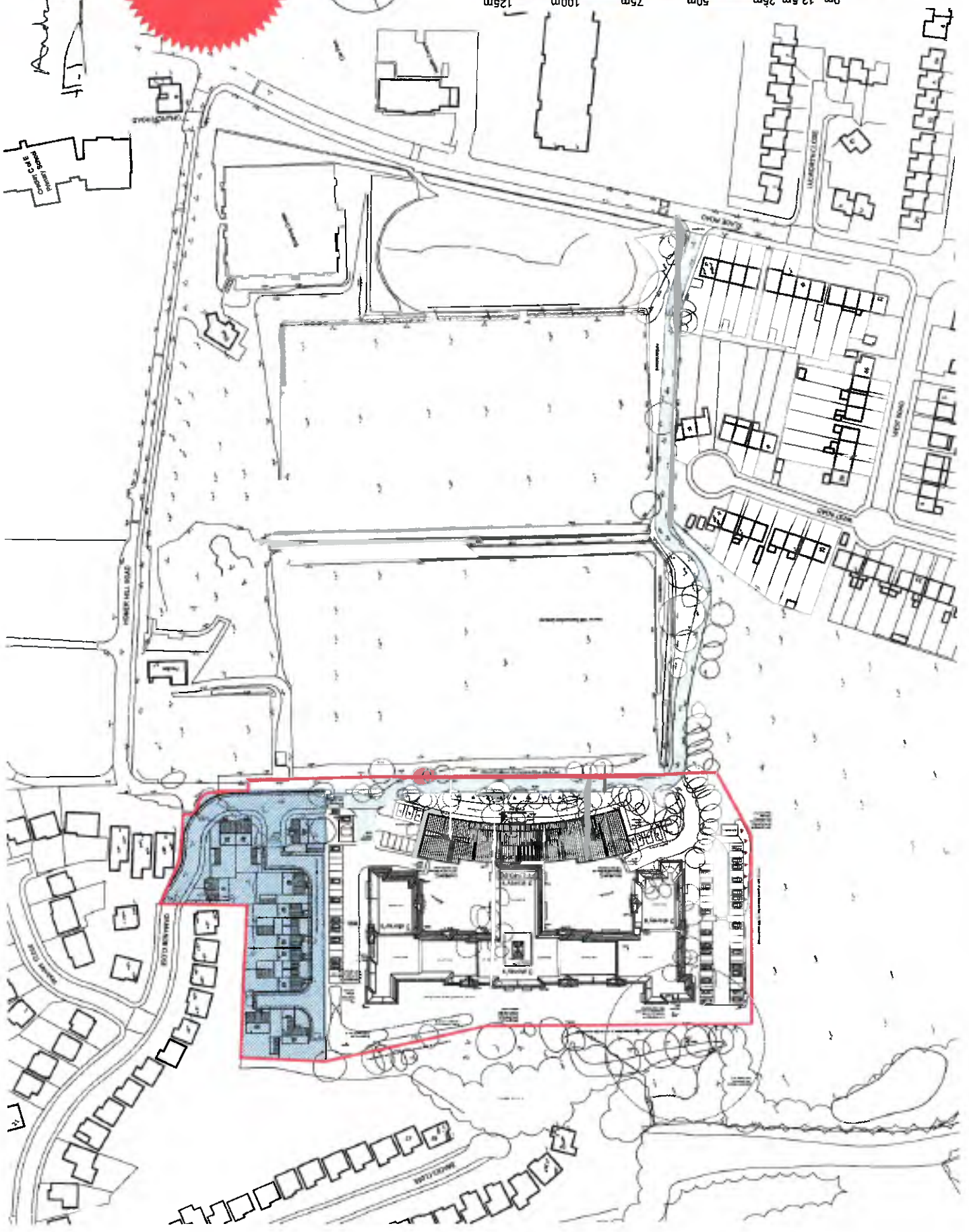
IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.


Contract Plan 1 - 1:1250@A3

SCALE 1:1250
0m 12.5m 25m 50m 75m 100m 125m
SCALE 1:1
0m 10mm 20mm 40mm 60mm 80mm 100mm



Arundis Folger



The common seal of the Borough Council of Dudley) was affixed in the presence of an authorised signatory)	
Signature of witness	
Name (in BLOCK CAPITALS)	
Address	
EXECUTED AS A DEED by MIDLAND HEART LIMITED whose Common Seal was affixed in the presence of: Secretary..... <i>Ann Foster</i> Authorised Signatory... <i>H. J. D. [unclear]</i>	
 7790/15	

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

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Land Registry
Transfer of part of registered title(s)

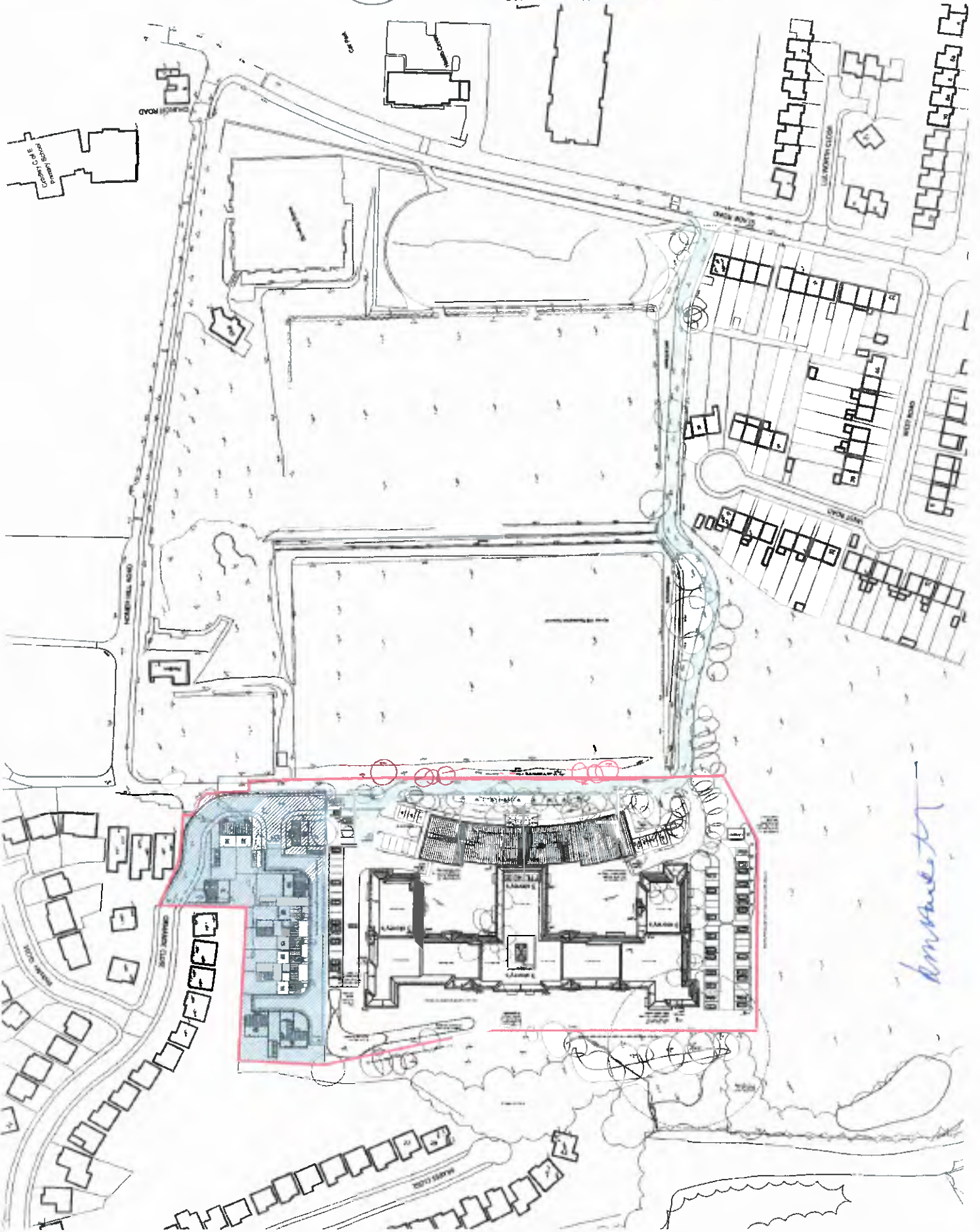
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3	Property: The land formerly known as Cradley High School, Homer Hill Road, Malesowen The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: Edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 13 March 2015
5	Transferor: The Borough Council of Dudley <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:
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Contract Plan 1 - 1:1250@A3

SCALE 1:1250
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0m 12.5m 25m 50m 75m 100m 125m
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implication of law or otherwise) operate or be deemed to operate to confer on the Transferee any easement, quasi-easement, privilege or advantage whatsoever over or against the whole or any part of any adjoining or neighbouring land of the Transferor.

12.6.2 The Transferee and its successors in title shall not be entitled to any right of access of light and air or any other easement or right which would or might restrict or interfere with the free use of the whole or any part of the Retained Land for building development or any other purpose and the access or use of light to and for the Property from the Retained Land shall be enjoyed with the consent of the Transferor and its successors in title and shall not be or become enjoyed as of right.

12.6.3 Any dispute between the parties or their respective successors in title in connection with any payment required pursuant to any covenant set out in this transfer (other than in respect of interpretation or law) shall be referred at the request of either party to arbitration in accordance with the Arbitration Act 1996 such arbitrator to be agreed between the parties or failing agreement appointed at the request of either party by or on behalf of the President of the Royal Institution of Chartered Surveyors.

12.6.4 Upon any transfer of the whole or its interest in the whole or any part of the Property the Transferee shall be automatically released from any liability arising in connection with the obligations set out in the Third Schedule (save in respect of any antecedent breach of covenant) in so far as they relate to the property disposed of but PROVIDED THAT no such release shall operate in respect of the obligations set out in Part II of the Third Schedule unless the person to whom the transfer is made has first entered into a direct covenant with the Transferor or its successors in title to observe and perform the obligations therein set out in so far as they relate to the property acquired by that person.

12.6.5 The Transferor and the Transferee agree and declare as follows:

The Property being surplus to education requirements of the Transferor this Transfer is made pursuant to Section 123 of the Local Government Act 1972 (as amended) and in accordance with the consents of the Secretary of State under Section 77 of the School Standards and Framework Act 1998 and Schedule 35A of the Education Act 1996

12.7 INDEMNITY COVENANT

The Transferee with the object and intent of affording to the Transferor a full and sufficient indemnity (but not further or otherwise), covenants with the Transferor that the Transferee and its successors in title will perform and observe all the covenants, agreements and other matters contained or referred to in the registers of Title Numbers WM883987 as at the date hereof (save for those relating to mortgages or financial charges) so far as the same relate to the Property and are still subsisting and capable of taking effect and to indemnify and keep the Transferor indemnified from and against all future actions, claims, losses, costs, expenses, and liability in any way relating to any of them.

12.8 IMPLIED COVENANTS

The covenants implied by the 1994 Act are varied as follows:

- 12.8.1 the words "at his own cost" are deleted from the covenant set out in section 2(1)(b) and the words "at the cost of the person to whom he disposes of the property" substituted for them;
- 12.8.2 the words "and could not reasonably be expected to" are deleted from the covenant set out in section 3(1); and
- 12.8.3 the covenants set out in section 2(1)(a) and section 3 are construed so that matters recorded in registers open to public inspection are considered to be within the actual knowledge of the person to whom the disposition is made.

12.9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this deed shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12.10 LAND REGISTRY TITLE ENTRIES

12.10.1 The Transferor and the Transferee apply to the Land Registrar for a restriction to be entered on the title to the Property in the following Land Registry standard form.

"No transfer or lease of the whole or any part of freehold of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Transferee's conveyancer that the provisions of paragraph 3 (c) of Part II of the Third Schedule of the transfer dated [13/03/15] and made between Dudley Metropolitan Borough Council and Midland Heart Limited have been complied with or that they do not apply to the disposition."

12.10.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the First Schedule to be noted on the title number of the Property.

12.10.3 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in the Second Schedule to be noted on the title numbers of the Retained Land.

12.11 CHARITY ACT

12.11.1 The land comprised in title WM936004 over which a right of way is to be granted by this transfer is held by the Transferor in trust for the Homer Hill Recreation Ground Trust a non-exempt charity, and this transfer is not one falling within paragraph (a), (b) (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117 - 121 of that Act apply to the land.

12.11.2 The Transferor has complied with the restriction relating to disposal imposed by sections 117-121 of that Act.

FIRST SCHEDULE

(Rights Granted)

The transfer is made together with the following rights over the Retained Land for the benefit of the Property:

- 1 **A right of way** in common with all those persons entitled;
 - 1.1 to use with or without vehicles and at all times that part of the Access Road not comprised within the Property for the purposes of access and egress to the Property;
 - 1.2 to enter onto that part of the Access Road not comprised within the Property on serving on the Transferor at least 10 days prior notice for the purpose of undertaking works of improvement to the Access Road subject to observing and performing the provisions of paragraph 6 hereof
- 2 **Services** - the right in common with the owners of the Retained Land and those authorised by them to connect to and use any Conduits in, on, under or over the Retained Land for the passage of Services to and from the Property. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this First Schedule provided that the Transferor may withhold consent where in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Property.
- 3 **Entry** - the right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land (but not into any dwelling comprised therein) on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment to:
 - (a) repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are granted by this transfer; and
 - (b) repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property or boundary fences or party walls between the Retained Land and the Property.
- 4 **Support** - the right of support for the Property and any buildings now or in the future constructed or erected on it from the Retained Land and any buildings on it.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Property provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Retained Land.
- 6 **The rights of entry** granted by this transfer are subject to the owners of the Property:
 - (a) first obtaining any consents required under this First Schedule for the installation of or connection to any Conduits;
 - (b) causing as little inconvenience as reasonably practicable to the owners of the Retained Land in the exercise of these rights;
 - (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the

Retained Land, such approval not to be unreasonably withheld or delayed;

- (d) making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the owners of the Retained Land;
- (e) permitting the owners of the Retained Land to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

SECOND SCHEDULE

(Rights Reserved)

The following rights over the Property are reserved for the benefit of the Retained Land:

- 1 **Services** - the right in common with the owners of the Property and those authorised by them to connect to and use any Conduits in, on, under or over the Property for the passage of Services to and from the Retained Land. The benefit of this right is subject to the owners of the Property complying with the provisions of paragraph 6 of this Second Schedule provided that the Transferee may withhold consent under paragraph 1 of this Second Schedule where, in their reasonable opinion, the Conduits would be overloaded by the additional passage of Services in or through them following connection to them by the owners of the Retained Land.
- 2 **Entry** - the right for the owners of the Retained Land and those authorised by them to enter and remain upon so much as is necessary of the Property on reasonable prior notice (except in case of emergency) with or without workmen, plant, machinery and equipment:
 - (a) to repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are reserved by this transfer;
 - (b) to repair, maintain, decorate, replace, renew and clean any buildings or fences on the Retained Land or boundary fences or party walls between the Retained Land and the Property.
- 3 **Support** - the right of support for the Retained Land and any buildings now or in the future constructed or erected on it from the Property and any buildings on it.
- 4 **Light and air** - the right of uninterrupted and unimpeded access of light and air over the Property to any buildings from time to time on the Retained Land.
- 5 **Building** - the right to build new buildings upon and to rebuild, construct, reconstruct, demolish, extend, alter or carry out any other works to any buildings from time to time on the Retained Land provided that the same shall not materially restrict or interrupt the passage of light and air to any buildings from time to time on the Property.
- 6 The rights of entry reserved by this transfer are subject to the owners of the Retained

Land:

- (a) first obtaining any consents required under this Second Schedule for the installation of or connection to any Conduits;
- (b) causing as little inconvenience as reasonably practicable to the owners of the Property in the exercise of these rights;
- (c) except in case of emergency, carrying out any works required in accordance with a programme of works, plans and specifications previously approved by the owners of the Property, such approval not to be unreasonably withheld or delayed;
- (d) making good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property;
- (e) permitting the owners of the Property to accompany those exercising the rights; and
- (f) paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above.

THIRD SCHEDULE

(Covenants by Transferee)

Part I

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property will:

1 Use of the Property

- (a) not use the Housing Land for any other purpose than the construction and use of 11 detached or semi-detached residential dwelling houses ;
- (b) not use or permit the Property to be used in a manner which may be or become a legal nuisance or cause damage to the owners of the Retained Land; or
- (c) not use or permit the Property to be used to store goods, materials, waste or refuse on any unbuilt parts of the Property except for refuse kept for collection in dustbins or waste compactors properly required in connection with the use of the Property (or, during the course of development of or construction on the Property, in proper storage compounds or facilities).

2 **Nomination Agreement** – at the request of the Council agree and enter into a nomination agreement (both acting reasonably) whereby the Transferee agrees to accept nominations for tenants for the Property where appropriate provided that the Council shall not require more than 75% nomination rights in respect of re-lettings ;

3 **Disposals of the Property** - make any disposition of any part or parts of the freehold of the Property (save for a Permitted Disposal) without first complying with the provisions of paragraph 3 (c) of Part II of this Third Schedule.

Part II

The Transferee covenants with the Transferor for the benefit of the owners of the Retained Land that the owners of the Property ('the Transferee's Positive Covenants') will:

- 1 **Conduits** - repair, maintain, replace, renew and clean any Conduits over which rights are reserved by this transfer.
- 2 **Access Road** – to construct the Access Road to adoptable standards.
- 3 **Deed of Covenant** - ensure that all new freehold owners of the Property or any part of it (save for any disponent pursuant to a Permitted Disposal) enter into a direct covenant (the "Transferee's Deed of Covenant") with the owners of the Retained Land before they are registered as proprietor of the Property:
 - (a) to comply with the Transferee's Positive Covenants;
 - (b) to apply to the Land Registrar for a restriction to be entered onto the registered title in the same form as the restriction set out in paragraph 12.10.1; and
 - (c) not to transfer or otherwise dispose of the freehold of any part or parts of the Property (save by way of a Permitted Disposal) without ensuring that any transferee or other person to whom a disposal is made enters into a direct covenant with the owners of the Retained Land on the terms of this covenant.

FOURTH SCHEDULE

(covenants by the Transferor)


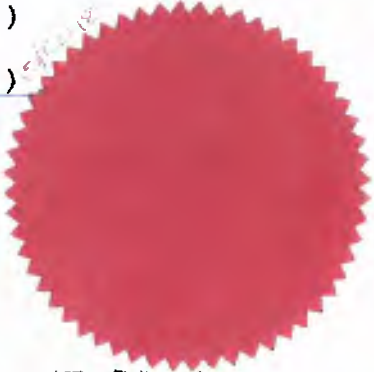
The Transferor (in its capacity as the local highway authority and not as trustee) covenants with the Transferee;

1. Subject to;
 - a) the Transferee allowing the Transferor to enter and remain upon the Property (with and without equipment) to undertake works to the Access Road ;and
 - b) the Transferee allowing the Transferor to erect highway signage and directions including speed- bumps, speed limits and other measures to procure usage of the Access Way in accordance with the same standards as public highway;

to maintain the Access Road in good and substantial repair until the same becomes maintainable at public expense; and
2. Subject to allowing the Transferor access to the Property to maintain the same where requested to so and to erect signage as it use to indemnify and keep the Transferee indemnified from and against all actions claims losses costs and expenses and liability relating to that part of the roadway which falls within the Property such liability to be limited to that equivalent to the liability of Council as though the Access Road was a highway maintainable at public expense

Execution

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

<p>The common seal of the Borough Council of Dudley) was affixed in the presence of an authorised signatory)</p> <p><i>[Handwritten Signature]</i> SENIOR LEGAL ASSISTANT</p> <p>Signature of witness </p> <p>Name (in BLOCK CAPITALS) JO WHITE, CLERK</p> <p>Address <i>4 EDNAM ROAD DUDLEY WEST MIDLANDS DY1 1HE</i></p>	
<p>The Common Seal of</p> <p>Midland Heart Limited</p> <p>was affixed in the presence of:</p> <p>Authorised Signatory:</p> <p>Authorised Signatory:</p>	

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

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