TPI MD
7/9/10
MWB
Comments
1119/10

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.	1	Title number(s) out of which the property is transferred: WSX374373
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: **WSX237388**
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.	3	Property: **Ancient Woodland at Little Park Farm Hurstepierpoint** The property is identified on the attached plan marked "1" and shown: edged blue on the title plan(s) of the above titles and shown:
	4	Date:
Give full name(s) of **all** of the persons transferring the property. Complete as appropriate where the transferor is a company.	5	Transferor: **Bovis Homes Limited** For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: **397634** For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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
- 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.

they are to hold the property on trust:

12 Additional provisions

12.1 For the purposes of this transfer, the following expressions shall have the following meanings:

Conduits means all sewers drains pipes wires cables ducts gutters fibres and other conducting media for the transmission of Services including (for avoidance of doubt) the wide shallow Swale forming part of the watercourse works identified on the attached drawing numbers HRRP-535 and HRRP-541

Development means the development of the Retained Land pursuant to Planning Permission dated 4 September 2014 under reference APP/D3830/A/13/2203080 or any variation or modification to it

Existing Service Media means any Conduits through under or over the Property which serve or are used for the benefit of the Retained Land in connection with its use at the date hereof or any time in the future

Houltons means John Houlton of Hill House, Pompers Lane, Hurstpierpoint, West Sussex, BN6 9LJ and David Houlton of Bowman's Batch, Lewes Road, Little Horsted, Uckfield, East Sussex, TN22 5TR and Paul Houlton of Hove Place, Hove, East Sussex BN3 2RG

Houltons Property means land at Little Park Farm registered at the Land Registry under Title Number WSX237388

Plan 1 is the plan attached to this Transfer marked "1".
Plan 2 is the plan attached to this Transfer marked "2".

Retained Land is the remainder of the land comprised in Title Number WSX374373.

Services is the supply of water electricity gas or telecommunications services or for the disposal of foul or surface water

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

Rights reserved for the benefit of other land

12.4 the following rights are excepted and reserved to the Transferor and granted by the Transferee to the Transferor and all other reasonably authorised by them for the benefit of the Retained Land and each and every part:

12.4.1 the free and unrestrictive right to develop and build upon the Retained Land notwithstanding any interference with the light or air to the Property

12.4.2 the right upon reasonable prior notice to enter upon such part of the Property as is reasonably necessary together with all necessary plant equipment and machinery to repair maintain and renew any boundary wall fence or other structure lying near the boundary of the Retained Land subject to causing as little damage and inconvenience as possible and making good any damage as soon as reasonably possible to the reasonable satisfaction of the Transferee

12.4.3 the right to enter the Property together with all necessary plant equipment and machinery to inspect cleanse upgrade maintain repair and renew any Conduits crossing the Property and serving the Retained Land (except insofar as the same are maintainable at public expense)

12.4.4 the right to enter such part of the Property as is reasonably necessary together with all necessary plant equipment and machinery:-

(a) to lay new Conduits under the Property and/or connect into and use any Existing Service Media;

(b) to carry out the watercourse works in the approximate location shown cross hatched red on Plan 1 and more particularly identified on the attached drawing numbers HRRP-535 and HRRP-541 and;

(c) thereafter the right of passage and running of Services from and to the Retained Land through such Conduits

12.4.5 the right to use any Existing Service Media PROVIDED THAT the Transferee shall have the right to alter divert or relocate the position of any Existing Service Media at its own cost provided that the provision of Services to the Retained Land is not materially diminished as a result (save for any temporary interruption whilst any such works are being carried out which the Transferee shall endeavour to keep to a minimum so far as reasonably practicable)

12.4.6 the right to enter onto the Property in order to carry out such Ecological Mitigation measures as the Transferor requires in order to carry out the Development on the Retained Land

12.5 the following rights are excepted and reserved to the Houltons and granted by the Transferee to the Houltons and all other reasonably authorised by them for the benefit of the Houltons Property and each and every part:

12.5.1 the right to pass and repass at all times and for all purposes with or without vehicles over the access track being 6 metres in width between the points marked 'X' and 'Y' on Plan 2

Include words of covenant.

Restrictive covenants by the transferee

12.6 The Transferee hereby covenants with the Transferor that the Transferee for the benefit of the Retained Land and each and every part thereof shall:

12.6.1 not to use or allow to be used the Property other than for the amenity of the public and/or for the provision of suitable wildlife habitat and not to use the Property for any trade or business

12.6.2 not to carry out any development on the Property which may require Planning Permission unless it is for the maintenance of the Property as a Country Open Space or required to be carried out by any statutory undertaker

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

Other

12.7 On any transfer or other disposition of the Property or any part thereof by the Transferee the Transferee shall deliver to the Houltons (1) a Deed of Covenant executed by the person to whom the Property has been disposed of covenanting to be bound by and perform and observe the provisions of this Transfer including the registration of the restriction referred to below:

12.7.1 the parties hereby apply for the following restriction upon the Proprietorship Register of the title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by John Houlton and David Houlton and Paul Houlton (1) ~~and~~ or their conveyancer that the provisions of Paragraph 12.7 of a Transfer dated [ ] and made between (1) Bovis Homes Limited and Hurstpierpoint and Sayers Common Parish Council (2) have been complied with or do not apply"

Declaration

12.8 The Transferor and Transferee declare that:

12.8.1 all matters recorded at the date hereof 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

12.8.2 notwithstanding section 62 of the Law of Property Act 1925 the Property will not by virtue of this Transfer have any rights easements or the benefit of any other matters over land retained by the Transferor other than those which are expressly granted by this Transfer and the rule in Wheeldon and Burrows shall not apply

EXECUTED AS A DEED by affixing the)
Common Seal of **HURSTPIERPOINT AND**)
SAYERS PARISH COUNCIL)
in the presence of:)

Authorised Signatory

Authorised Signatory

REV B:
WESTERN BOUNDARY AMENDED TO AGREE WITH LATEST LAND REGISTRY INFORMATION 10/09/18

N

OAK SURVEYS LTD

OAK SURVEYS LIMITED
27 Foreland Avenue
Folkestone
Kent, CT19 6DU Tel: 07792572772

Site
HURSTPIER POINT
HASSOCKS

Drawing
TRANSFER PLAN

Drawn by C.H.	Date 10/09/18	Drawing No. Oak_18-193
Scale 1/2500 @ A2	Revision	

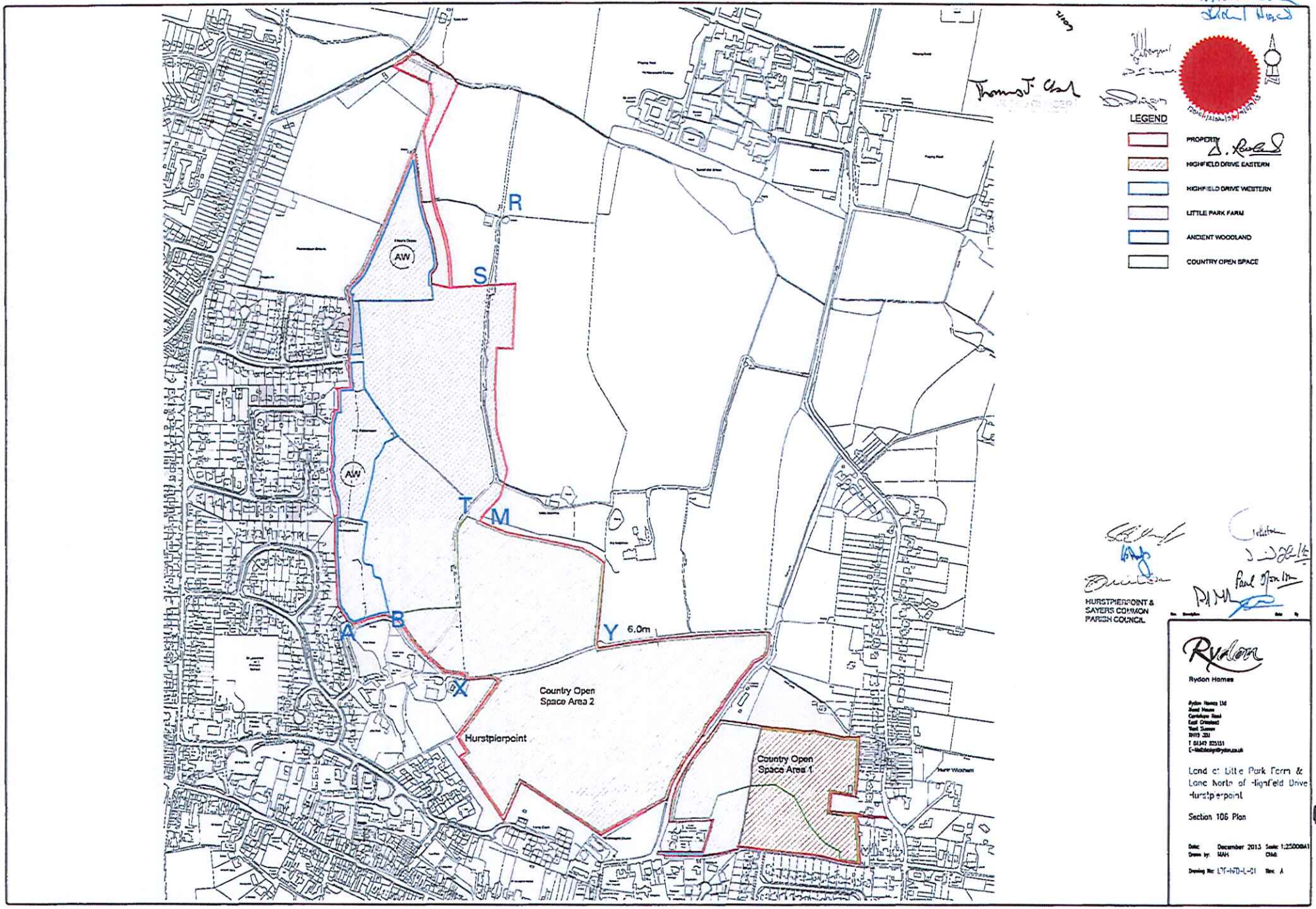
ANCIENT WOODLAND

COUNTRY PARK

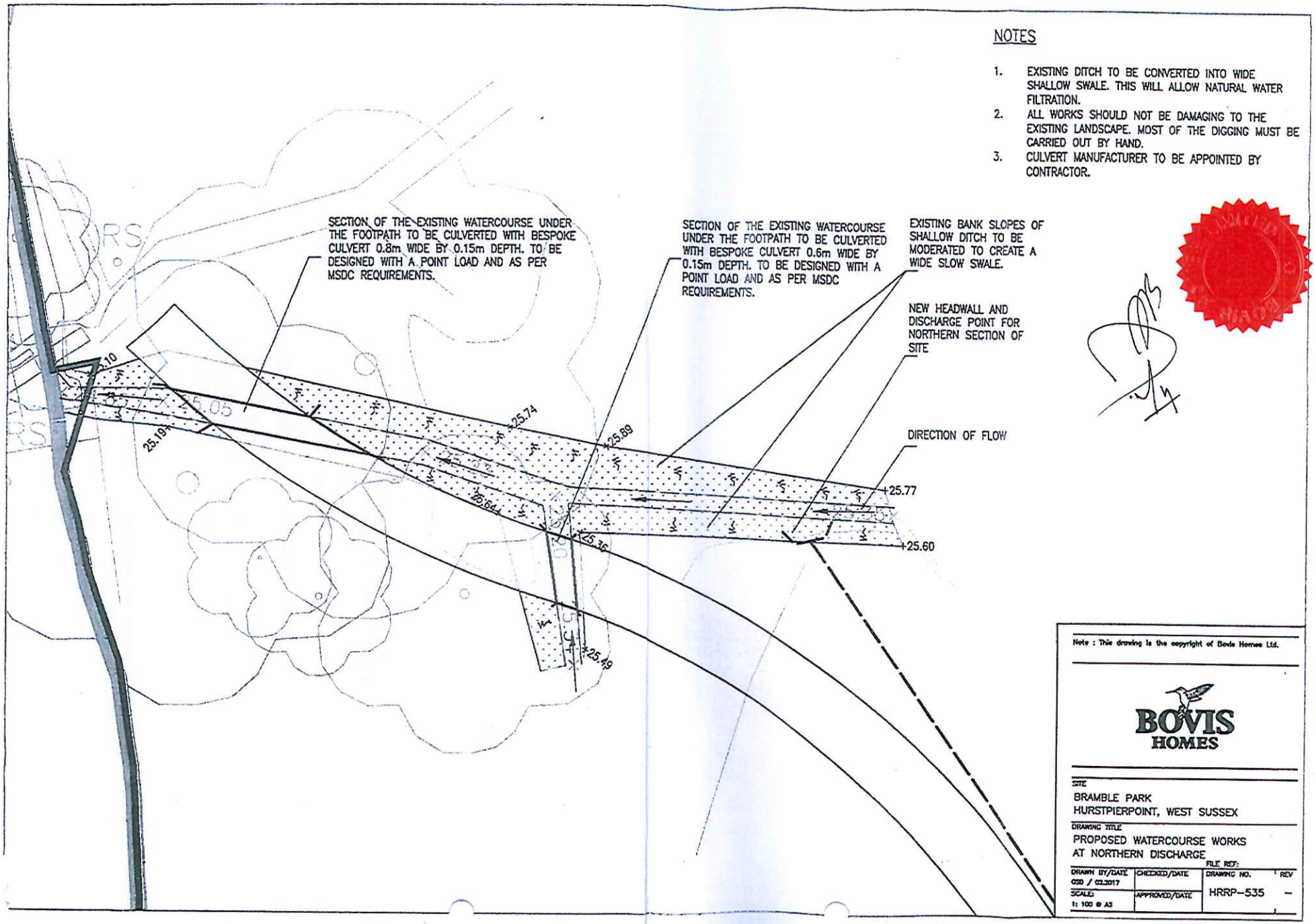
SURFACE WATER WORKING AREA

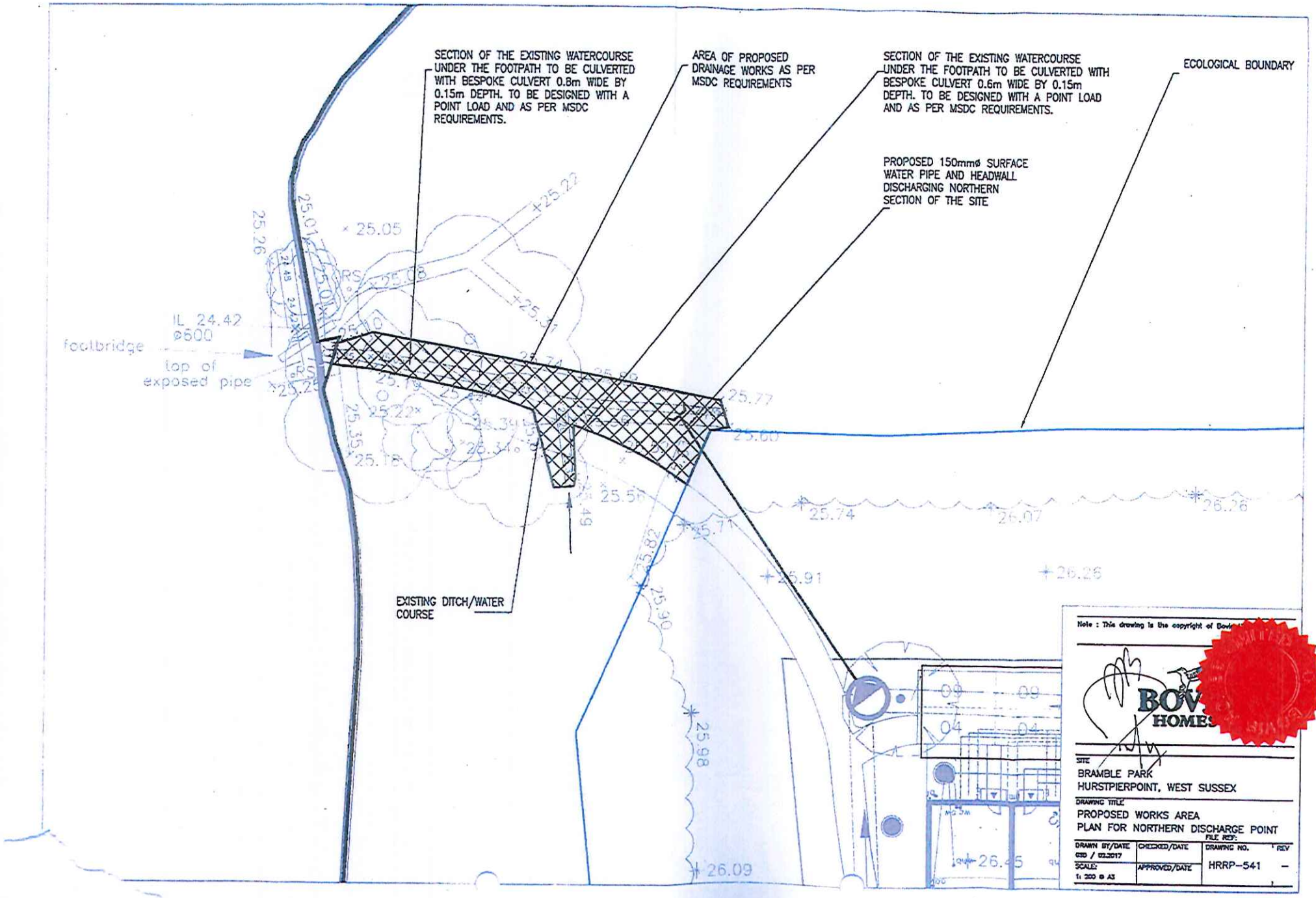
Plan 1

Plan 2


LEGEND
PROPERTY
HIGHFIELD DRIVE EASTERN
HIGHFIELD DRIVE WESTERN
LITTLE PARK FARM
ANCIENT WOODLAND
COUNTRY OPEN SPACE
R
S
T
M
Y
6.0m
A
B
X
AW
AW
Country Open Space Area 2
Country Open Space Area 1
Hurstpierpoint
HURSTPIERPOINT & SAYERS COMMON PARISH COUNCIL
Rydon
Rydon Homes
Land at Little Park Farm & Land North of Highfield Drive Hurstpierpoint
Section 106 Plan
December 2013
MAH
L7F-HYD-L-01
A

2.


NOTES
1. EXISTING DITCH TO BE CONVERTED INTO WIDE SHALLOW SWALE. THIS WILL ALLOW NATURAL WATER FILTRATION.
2. ALL WORKS SHOULD NOT BE DAMAGING TO THE EXISTING LANDSCAPE. MOST OF THE DIGGING MUST BE CARRIED OUT BY HAND.
3. CULVERT MANUFACTURER TO BE APPOINTED BY CONTRACTOR.
SECTION OF THE EXISTING WATERCOURSE UNDER THE FOOTPATH TO BE CULVERTED WITH BESPOKE CULVERT 0.8m WIDE BY 0.15m DEPTH. TO BE DESIGNED WITH A POINT LOAD AND AS PER MSDC REQUIREMENTS.
SECTION OF THE EXISTING WATERCOURSE UNDER THE FOOTPATH TO BE CULVERTED WITH BESPOKE CULVERT 0.6m WIDE BY 0.15m DEPTH. TO BE DESIGNED WITH A POINT LOAD AND AS PER MSDC REQUIREMENTS.
EXISTING BANK SLOPES OF SHALLOW DITCH TO BE MODERATED TO CREATE A WIDE SLOW SWALE.
NEW HEADWALL AND DISCHARGE POINT FOR NORTHERN SECTION OF SITE
DIRECTION OF FLOW
25.10
25.05
25.19
25.74
25.89
25.64
25.36
25.49
25.77
25.60
Note : This drawing is the copyright of Bovis Homes Ltd.
BOVIS HOMES
SITE
BRAMBLE PARK
HURSTPIERPOINT, WEST SUSSEX
DRAWING TITLE
PROPOSED WATERCOURSE WORKS
AT NORTHERN DISCHARGE
FILE REF:
DRAWN BY/DATE
CSD / 02.2017
CHECKED/DATE
DRAWING NO.
REV
HRRP–535
–
SCALE:
1: 100 @ A3
APPROVED/DATE


SECTION OF THE EXISTING WATERCOURSE UNDER THE FOOTPATH TO BE CULVERTED WITH BESPOKE CULVERT 0.8m WIDE BY 0.15m DEPTH. TO BE DESIGNED WITH A POINT LOAD AND AS PER MSDC REQUIREMENTS.
AREA OF PROPOSED DRAINAGE WORKS AS PER MSDC REQUIREMENTS
SECTION OF THE EXISTING WATERCOURSE UNDER THE FOOTPATH TO BE CULVERTED WITH BESPOKE CULVERT 0.6m WIDE BY 0.15m DEPTH. TO BE DESIGNED WITH A POINT LOAD AND AS PER MSDC REQUIREMENTS.
ECOLOGICAL BOUNDARY
PROPOSED 150mmø SURFACE WATER PIPE AND HEADWALL DISCHARGING NORTHERN SECTION OF THE SITE
IL 24.42
ø600
footbridge
top of exposed pipe
EXISTING DITCH/WATER COURSE
Note : This drawing is the copyright of Bovis
BOVIS HOMES
SITE
BRAMBLE PARK
HURSTPIERPOINT, WEST SUSSEX
DRAWING TITLE
PROPOSED WORKS AREA
PLAN FOR NORTHERN DISCHARGE POINT
FILE REF:
DRAWN BY/DATE
CSD / 02.2017
CHECKED/DATE
DRAWING NO.
REV
HRRP-541
SCALE:
1: 200 @ A3
APPROVED/DATE