

DATED

1989

GEOFFREY PERFECT HOLDINGS LIMITED

to

MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED

TRANSFER OF

**various open spaces, car parking areas and footpaths
on the Manor Farm Estate, Seer Green, Beaconsfield, Buckinghamshire**

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971 TRANSFER OF PART OF FREEHOLD LAND

County and District: Buckinghamshire ; Chiltern

Title Number: BM 51106

Property: Land forming part of the Manor Farm Neighbourhood Project, Seer Green

DATED THE DAY OF 1989

1. In this transfer the following words and phrases shall have the following meanings:
 - a) **"the Deed of Covenant"** shall mean and refer to a Deed of Covenant dated the sixteenth day of July One thousand nine hundred and seventy-six and made between the hereinafter mentioned Transferor (1) Manor Farm (Seer Green) Management Company Limited (2) and the parties from time to time specified in the Second Schedule thereto (3) including a Supplemental Deed of Covenant dated the eleventh day of July One thousand nine hundred and eighty-three and as varied by a Deed of Variation dated the second day of October One thousand nine hundred and eighty and made between the Transferor (1) Manor Farm (Seer Green) Management Company Limited (2) and Baptist Union Corporation Limited (3) and a final Amending Deed dated the twenty-ninth day of November One thousand nine hundred and eighty-two and made between the Transferor (1) and Chiltern District Council (2).
 - b) **"the Property"** shall mean the property described in the First Schedule hereto.
 - c) **"the Estate"** shall mean the land with the buildings from time to time standing thereon as shown edged round with red on the plan annexed to the Deed of Covenant but excluding any sub-station site belonging to the Southern Electricity Board.
 - d) **"the Roads"** shall mean the existing roads and footpaths on the Estate and the future roads and been constructed for the use of adjacent dwellinghouses or garages.
2. The right of support for the existing buildings on the Property over and against the adjoining land of and the buildings on the Estate.
3. The right to the running of water soil and electricity and telephone services through the pipes watercourses sewers drains mains wires cables or conduits now or at any time during the specified period laid under in or upon the Estate and serving the Property.
4. The right subject to the provisions of Clause 5 of the Deed of Covenant and to the performance and observance of the covenants on the part of the Transferee contained in the Deed of Covenant to use:
 - i. the open spaces comprised in the Communal Areas on foot only for the purpose of recreation and exercise
 - ii. the footpaths included in the Communal Areas on foot only for access to and egress from the Property and for recreation
 - iii. the parking areas comprised in the Communal Areas specifically provided for general use by the residents of the Manor Farm Neighbourhood Project (but excluding any parking areas specifically transferred to individual property owners on the Estate).
5. The right after the giving of reasonable notice and at all reasonable times (except in the case of emergency) to enter upon the immediately adjoining land included in the Estate so far as may be necessary for the purpose of inspecting cleaning maintaining repairing and renewing that part of the external wall of the dwellinghouse or garage erected on the Property which abuts upon the boundary of the said adjoining land causing as little damage as

possible and making good to the reasonable satisfaction of the owners and occupiers for the time being of the said adjoining land any damage caused.

THE THIRD SCHEDULE above referred to

1. The right to the free passage and running of water soil electricity and telephone services through any watercourses pipes sewers drains mains wires cables or conduits laid or to be laid during the specified period in footpaths to be constructed on the Estate during the period (hereinafter called "the specified period") commencing the first day of January One thousand nine hundred and seventy-six and enduring for twenty-one years (which said period shall be the perpetuity period applicable to this Transfer) which are intended to be adopted by the Buckinghamshire County Council.
2. **IN** consideration of the obligations contained in the Deed of Covenant **GEOFFREY PERFECT HOLDINGS LIMITED** whose Registered Office is at Penn, Buckinghamshire ("the Transferor") the Transferor as Beneficial Owner **HEREBY TRANSFERS** to **MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED** whose Registered Office is also at Penn, Buckinghamshire ("the Transferee") the Property being part of the land comprised in the Title above referred to **TOGETHER** with the rights and easements specified in the Second Schedule hereto **BUT EXCEPTING AND RESERVING** unto the Transferor and its successors in title in any part of the Estate (whether such successors in title derive their title from the Transferor before or after the date hereof) the rights and easements specified in the Third Schedule hereto.
3. **THE TRANSFEEE HEREBY COVENANTS** with the Transferor and its successors in title to the intent that the burden of this covenant shall run with the Property and every part thereof into whosoever hands the same may come and that the benefit shall be annexed to the Estate and every part thereof (other than the Property) that the Transferee and the Transferee's successors in title will at all times hereafter observe and perform (a) the covenants and stipulations on the part of the parties of the third part to the Deed of Covenant contained in the Deed of Covenant and the Supplemental Deed of Covenant and (b) the covenant contained in the Fourth Schedule hereto.
4. **THE** Transferee hereby covenants with the Transferor for the benefit of the Estate and by way of indemnity that the Transferee and his successors in title will at all times hereafter observe and perform (if and so far as they relate to the Property) the provisions of the Deed of Undertaking dated the twenty-first day of June One thousand nine hundred and seventy-three made between the Transferor (by its then name of Frank Perfect & Sons Limited) of the one part and the Rural District Council of Amersham of the other part as varied by the several subsequent supplemental Deeds of Undertaking relating thereto and made between the Transferor of the one part and the Chiltern District Council (the successors to the Rural District Council of Amersham) of the other part and will fully indemnify the Transferor from the against all actions claims and liability in respect thereof so far as aforesaid and the Property is hereby transferred to the Transferee subject in all respects to the provisions of such Deeds of Undertaking so far as aforesaid.
5. **IT IS HEREBY AGREED AND DECLARED** that the Transferee shall not be or become entitled to any rights of light or air or other rights or easements (not hereby expressly conferred) which would in any way prevent or restrict the Transferor or its successors in title from building upon or using for any other purpose any of the other land included in the Estate.
6. **THE** expression "the Transferor" and "the Transferee" shall include the persons respectively deriving title under them.
7. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds thirty thousand pounds (£30,000).

THE FIRST SCHEDULE above referred to

ALL THOSE pieces of communal land used as open spaces car parks and footpaths on the Manor Farm Estate, Seer Green, Buckinghamshire shown coloured green pink and yellow respectively on the plan annexed hereto and which have formerly been maintained by the Transferee.

THE SECOND SCHEDULE above referred to

1. The right for all reasonable purposes to use the roads at all times for the purpose of vehicular and pedestrian access to and egress from the Property save that footpaths shall be limited to pedestrian access only except where recognised vehicular accessways across the footpaths have upon or under the Property to and from any other part or parts of the Estate.

2. The right without making any payment therefore to enter upon the Property at any time hereafter for the purpose of constructing or laying new or making connections to existing watercourses pipes sewers drains wires mains cables and conduits and of repairing cleansing renewing and maintaining the same the person exercising such rights doing as little damage as possible in the exercise thereof and making good at such person's own expense all damage to the Property thereby caused.
3. The right at any time within seven years from the date hereof to enter upon the Property with workmen and equipment for the purpose of carrying out any building works or repairs upon adjoining or adjacent land forming part of the Estate the person exercising such right doing so little damage as possible and making good all damage to the Property caused thereby.
4. The right of support from the Property for any adjoining land and buildings forming part of the Estate including buildings erected during the specified period upon such adjoining land.
5. The right after the giving of reasonable notice and at all reasonable times (except in the case of emergency) to enter upon the Property so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing that part of the external wall of any dwellinghouses or garages erected on the immediately adjoining land included in the Estate which abuts upon the boundary of the Property the person or persons exercising such right causing as little damage as possible and making good to the reasonable satisfaction of the Transferee or his successors in title to the property any damage caused.

THE FOURTH SCHEDULE above referred to

That the Transferee and its successors in title will pay and contribute with the others using the same fair proportion according to user of the cost of maintaining repairing and renewing any common or party walls channels gutters pipes cables wires sewers and drains now or during the specified period on in or under the Estate or any part thereof the use of which is enjoyed by the Property or any part thereof.

THE COMMON SEAL of GEOFFREY PERFECT HOLDINGS)
LIMITED was hereunto affixed in the presence of:)

THE COMMON SEAL of MANOR FARM (SEER GREEN))
MANAGEMENT COMPANY LIMITED was hereunto)
affixed in the presence of:)