

These are the notes referred to on the following official copy

Title Number TT39637

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**Transfer of part
of registered title(s)**

Land Registry

TP1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- ☒ It is certified that this instrument falls within category **L** in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☐ It is certified that the transaction 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 the sum of **£**
- ☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*

As to Plot 3: K586255 *but excluding those areas within K64548*
As to Plot 4: K700456

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

Land south of Cuxton Road, Strood, Medway

The Property is defined: Place "X" in the appropriate box.

- ☒ on the attached plan and shown *State reference e.g. "edged red".* hatched red.
- ☐ on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*



K878702

5. Date *29th November 2004*

6. Transferor *Give full name(s) and company's registered number, if any.*

BLUE CIRCLE DEVELOPMENTS LIMITED, Company registration number 1081949

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

Photo
Copy

MEDWAY COUNCIL



SEQ7

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

Civic Centre, Strood, Rochester, ME2 4AU

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

☐ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*

☐ Insert other receipt as appropriate.

☒ The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

☒ full title guarantee ☐ limited title guarantee

11.1 See panel 13 below

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property *Complete as necessary.*

13. Additional provisions

11.1 (continued) Save that the covenants implied by the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall be modified as follows:

11.1.1 For the purposes of Section 6(2)(a) of the Act all matters now recorded in registers open to public inspection shall be treated as being within the actual knowledge of the Transferee

11.1.2 The words "at his own cost" in the Act section 2(1)(b) shall be replaced by the words "at the Transferee's cost"

11.1.3 The covenant implied by section 3(1) of the Act does not apply to any charges incumbrances or other rights of which the Transferor could not be aware

Other agreed provisions

The Property is being acquired by the Transferee pursuant to Section 120 of the Local Government Act 1972 and the provisions of the Highways Act 1980 and no covenant by the Transferee to observe and perform the covenants referred to in the Charges Register of the above-mentioned title is given or shall be implied herein but the Transferee hereby covenants with the Transferor to keep the Transferor indemnified from and against all claims and demands made against the Transferor by any of the Transferor's predecessors in title entitled to enforce the said covenants by reason of any breach by the Transferee thereof provided that such indemnity shall not apply unless any such claim is first referred by the Transferor to the Transferee to enable the Transferee to deal with the same if it so desires under its statutory powers.

It has been agreed between the parties hereto that only the Property shown hatched red on the attached plan is to be transferred and no other land is to form part of this transfer.

Rights granted for the benefit of the Property

A right to enter the land shown for the purposes of identification only coloured yellow on the attached plan at all times with or without vehicles and equipment to repair, maintain, construct or reconstruct improve or make up the roadway and bridge, the Transferee or persons exercising such right doing so in manner so as to cause as little damage as possible to the said land and making good at its own expense to the Transferor's satisfaction all damage so caused.

Rights reserved for the benefit of other land *The land having the benefit should be defined, if necessary by reference to a plan.*

Restrictive covenants by the Transferee *Include words of covenant.*

Restrictive covenants by the Transferor *Include words of covenant.*

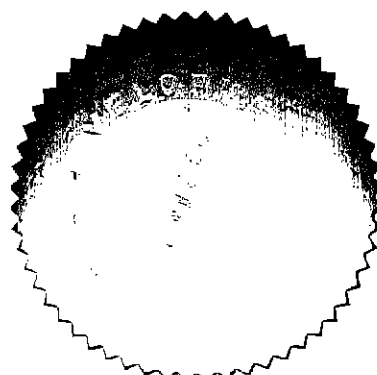
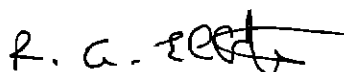
14. **Execution** *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

THE COMMON SEAL of)
BLUE CIRCLE DEVELOPMENTS LIMITED)
was hereunto affixed to this Deed in the presence of:)

Authorised signatory



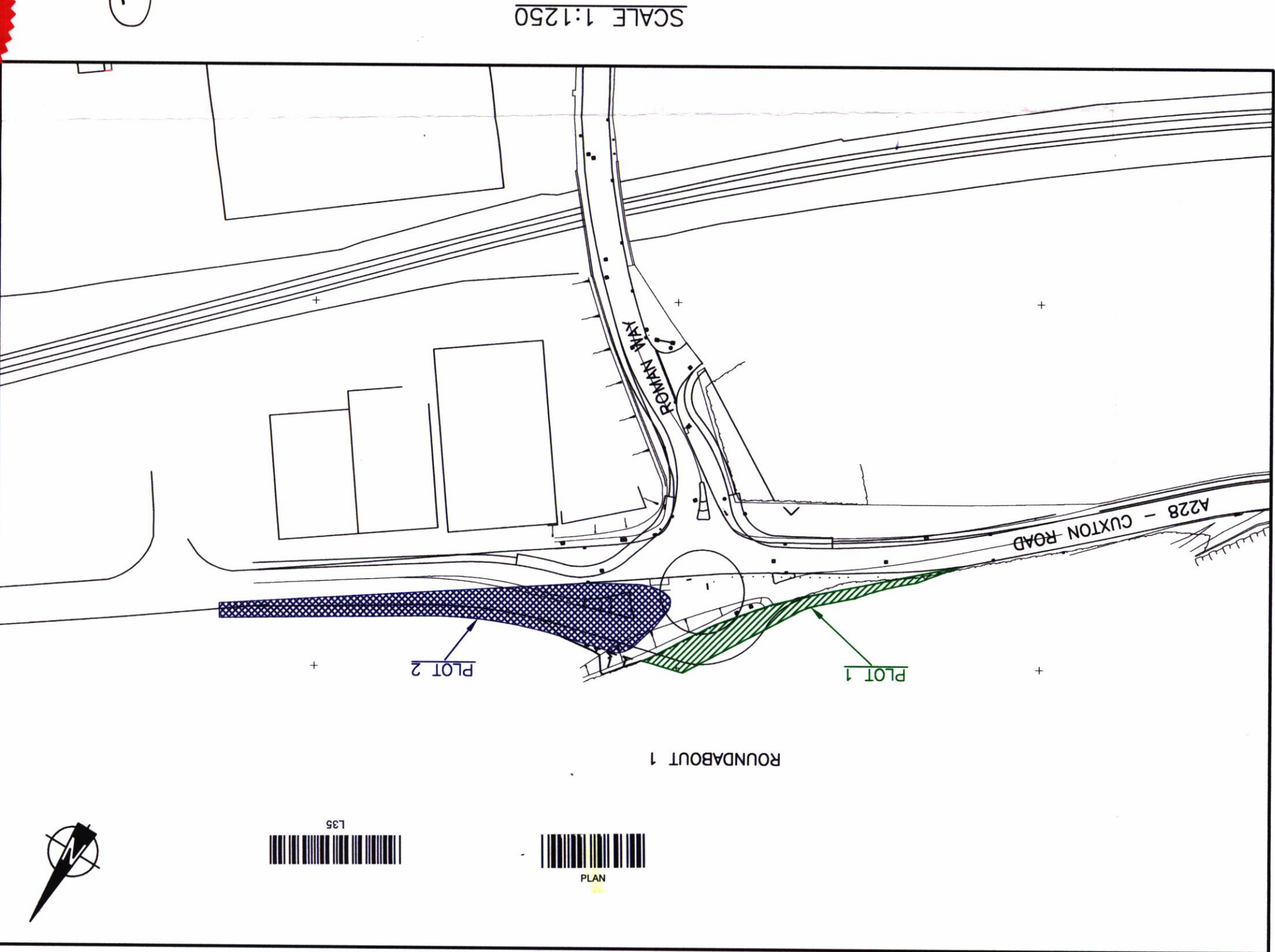
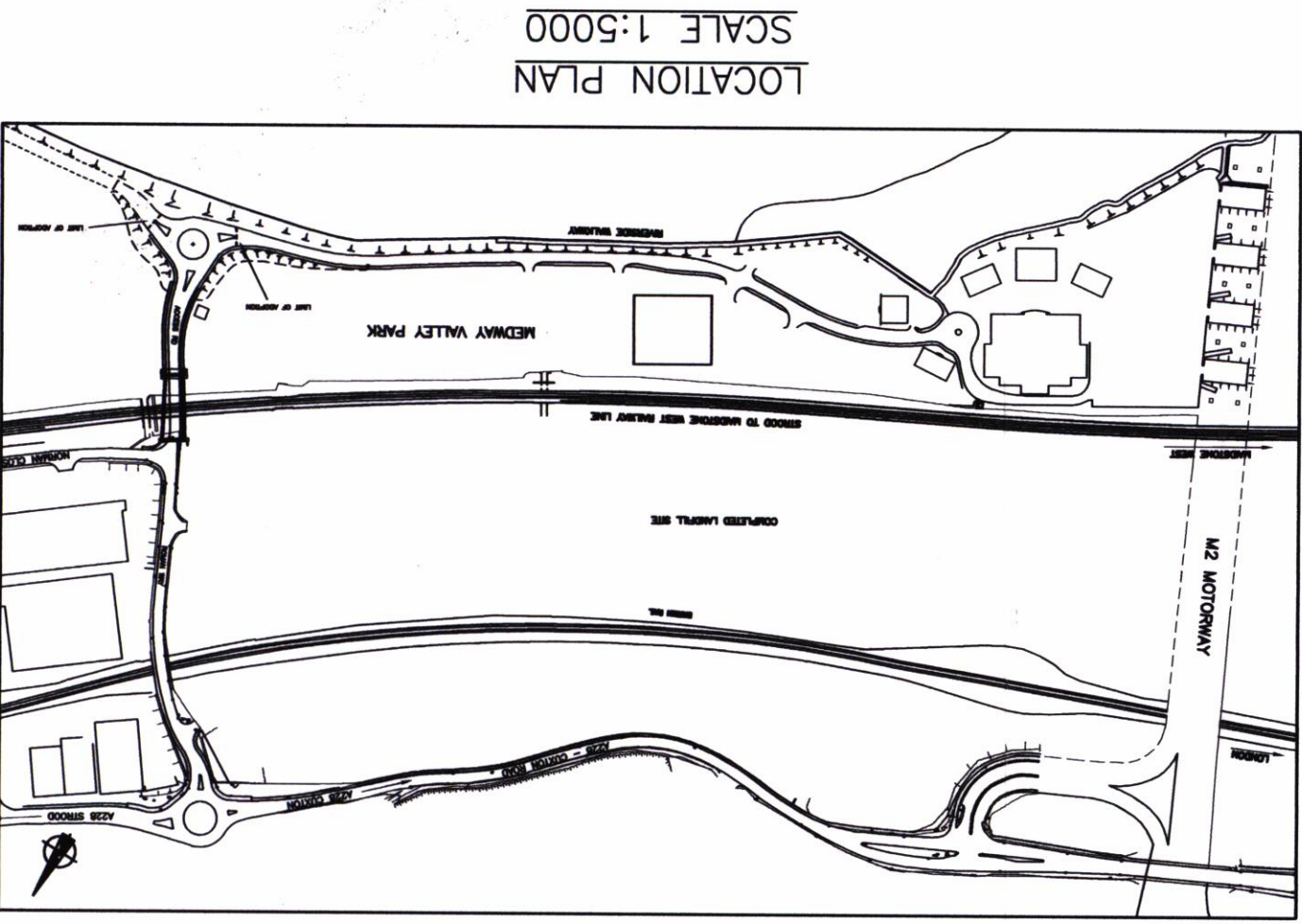
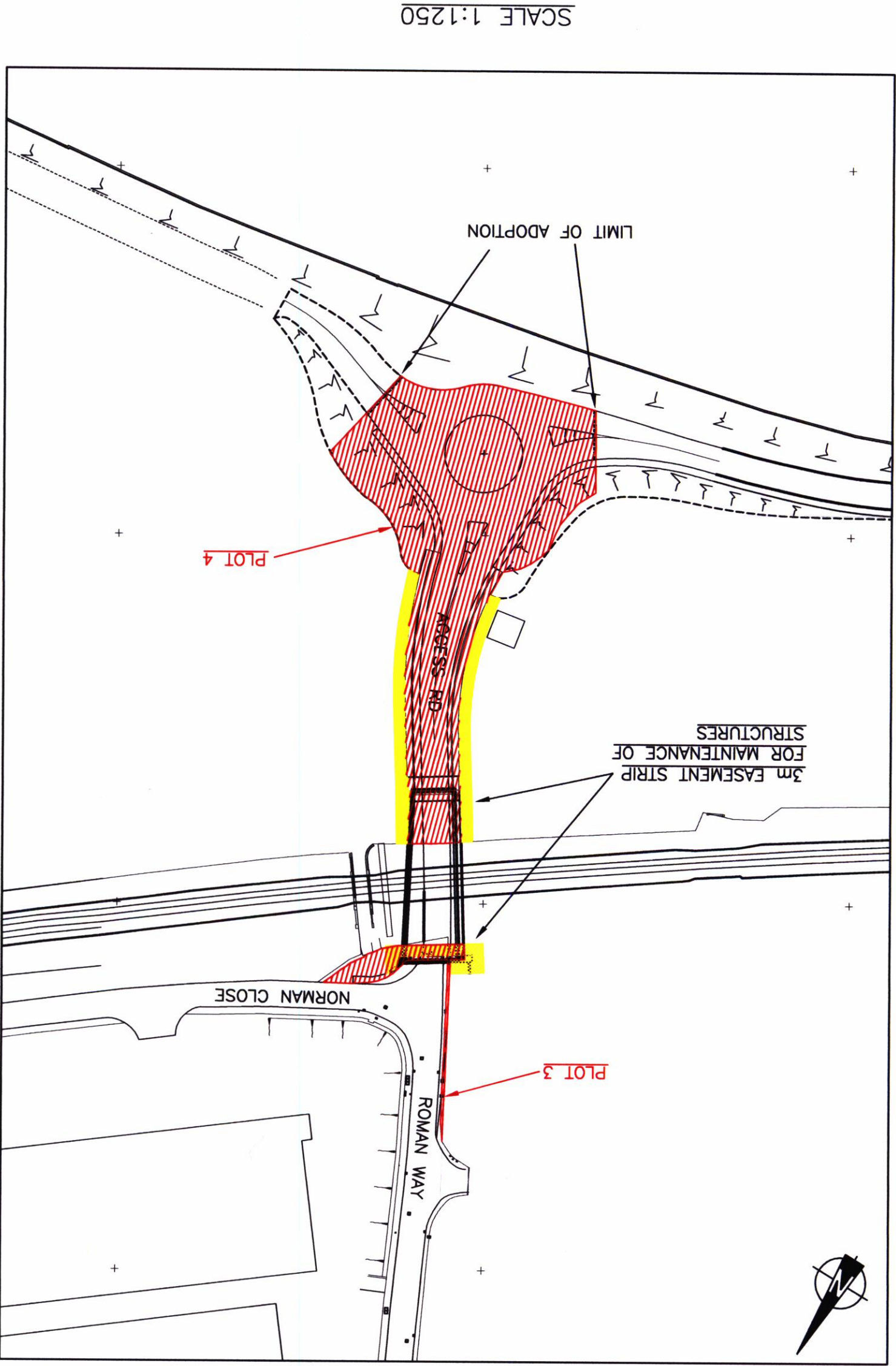
Authorised signatory



THE COMMON SEAL of MEDWAY)
COUNCIL was hereunto affixed to this)
Deed in the presence of:-)

Authorised signatory





Client
Blue Circle Developments Limited

30 TOWER VIEW KINGS HILL WEST MALLING KENT ME19 4PH TEL 01732 229 600 FAX 01732 874 259
email: kent@pba.co.uk Internet: www.pba.co.uk

pba
peter bratt associates
CONSULTING ENGINEERS

MEDWAY VALLEY PARK
SECTION 278 AGREEMENT

Utilities Note
The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is believed to be correct, but no warranty to this is expressed or implied. Other such plant or apparatus may also be present but not shown. The Contractor is therefore advised to undertake his own investigation where the presence of any existing sewers, services, plant or apparatus may affect his operations.

Drawing Issue Status

| Mark | Revision | Date | Drawn | Chkd |
|------|---------------------------------------|----------|-------|------|
| C | NORTH POINT ADDED. | 29/04/04 | AJR | RJE |
| B | PLOT 1 AND PLOT 4 BOUNDARIES AMENDED. | 27/01/03 | AJR | RJE |
| A | PLOT 1 BOUNDARY AMENDED. | 11/12/02 | AJR | RJE |
| - | FIRST ISSUE | 09/09/02 | AJR | RJE |

Revision
Date
Drawn By
Checked by
RJE
AJR
1:1250
09/09/02
12491/01/01
C

