

Formula A  
(used as  
to delivery)  
Execution Copy

18:44

**Agreement for the sale and purchase of two freehold parcels of land  
lying to the east of School Road, Brislington, Bristol**

Dated 20 March 2020

- (1) The City Council of Bristol
- (2) Homes and Communities Agency (trading as Homes England)

## Contents

		Page
1	Definitions and interpretation .....	1
2	Agreement to sell .....	5
3	Standard Conditions .....	5
4	Deposit .....	6
5	Payments .....	6
6	Capacity .....	7
7	Title .....	7
8	Matters affecting the Property.....	7
9	Management .....	8
10	Transfer.....	9
11	Insurance .....	9
12	Completion.....	9
13	Completion deliverables .....	9
14	VAT .....	10
15	Planning .....	10
16	Apportionment of rent under Letting Documents.....	10
17	Attorneys.....	10
18	1995 Act .....	11
19	Alienation .....	11
20	Condition of the Property and environmental liability.....	11
21	Additional Mitigation Land .....	11
22	Western Access Route .....	12
23	Additional Vehicular Access Land.....	13
24	Allotment Land .....	14
25	School Land Access Route .....	14
26	Additional Strip.....	15
27	Freedom of information .....	15

28	Entire agreement .....	16
29	Notices .....	16
30	Costs .....	17
31	Registration of this agreement .....	17
32	Applicable law and jurisdiction .....	17
33	Contracts (Rights of Third Parties) Act 1999.....	17
34	Seller's statutory powers not to be fettered .....	17
Schedule 1	Letting Documents .....	18
Schedule 2	the Retained Property .....	19
Schedule 3	Rent Authority Letter .....	20
Annexure 1	Form of Transfer .....	21
Annexure 2	Deed of Grant .....	22
Annexure 3	Plans.....	23

Annexure 4 OCEs

24

**Agreement<sup>1</sup>**

**Dated** 20 March 2020

**Parties:**

- (1) **THE CITY COUNCIL OF BRISTOL** whose principal office is at City Hall College Green Bristol BS1 5TR (the "**Seller**"); and
- (2) **HOMES AND COMMUNITIES AGENCY** (trading as Homes England) whose principal office is at One Friargate, Coventry, CV1 2GN (the "**Buyer**").

**It is agreed** as follows:

**1 Definitions and interpretation**

1.1 In this agreement, the following words and expressions have the following meanings:

"**1994 Act**" means the Law of Property (Miscellaneous Provisions) Act 1994;

"**1995 Act**" means the Landlord and Tenant (Covenants) Act 1995;

"**2002 Act**" means the Land Registration Act 2002;

"**Actual Completion**" means completion of the transfer of the sale of the Property pursuant to this agreement;

"**Actual Completion Date**" means the date on which Actual Completion occurs;

"**Acquisition Condition**" is defined in accordance with Clause 2.1.

"**Additional Vehicular Access Land**" means the land or any part of it currently owned by the Seller shown shaded blue and labelled "Additional Vehicular Access Land" on Plan 1.

"**Additional Mitigation Land**" means any land adjoining the Site which is currently owned by the Seller, other than land which comprises of adopted highway.

"**Additional Strip**" means the strip of land owned by the Seller which is part of Sinnott House and shown edged red and hatched red and labelled "Additional Strip" on Plan 1.

"**Allotment Land**" means the area of land hatched dark brown on Plan 1 and labelled "Allotment Land" which forms part of title number BL121146;

"**Buyer's Solicitors**" means Bryan Cave Leighton Paisner LLP, Adelaide House, London Bridge, London EC4R 9HA (ref: RHOL/20E0332.000821);

"**Completion Date**" means the date of this agreement;<sup>2</sup>

---

<sup>1</sup> There is to be no apportionment of rent under the Letting Documents.

<sup>2</sup> Exchange and completion will occur simultaneously.



**"Contaminated Land Regime"** means the contaminated land regime under Part IIA of the Environmental Protection Act 1990 and any statutory instrument, circular or statutory guidance issued under it;

**"Deed of Grant"** means the agreed form of deed of grant annexed to this agreement at Annexure 2 subject to any amendments that the Buyer and/or Seller may reasonably make and with any amendments that may be required as part of the grant(s) of any statutory or other consents referred to in this agreement;

**"Deposit"** means two hundred and ninety one thousand three hundred and sixty nine pounds and ten pence (£291,369.10);

**"Environment"** means any of the following:

- (i) land including (without limitation) any building, structure, or receptacle in, on, over, or under it;
- (i) water including (without limitation) surface, coastal, and ground waters;
- (ii) air including (without limitation) the atmosphere within any natural or man-made structure or receptacle above or below ground,

and any living organism, including humans, or systems supported by these;

**"EIR Exception"** means any applicable exemption to EIR;

**"EIR"** means the Environmental Information Regulations 2004, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

**"Exempted Information"** means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions;

**"FOIA"** means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

**"FOIA Authority/Authorities"** means a public authority as defined by FOIA and/or EIR;

**"FOIA Exemption"** means any applicable exemption to FOIA;

**"Hazardous Substances"** means any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing pollution or harm to human health (including offence) caused to any sense, the Environment and/or to property PROVIDED that no liabilities for health and safety either under statute or at common law which are imposed on an occupier of land by reason of its status as an employer under the Health and Safety at Work Act 1974 (as amended from time to time) (the "HSWA") shall pass to the Buyer by virtue of its acquisition of the Property. For the avoidance of doubt the Buyer shall have to comply with the HSWA regarding the Property from Actual Completion.

**"Information"** means in relation to:

- (i) FOIA, the meaning given under section 84 of the FOIA and which is held by the Buyer at the time of receipt of an RFI; or
- (ii) EIR, has the meaning given under the definition of "environmental information" in section 2 of EIR and which is held by the Buyer at the time of receipt of an RFI;

**"Letting Documents"** means the leases, underleases, tenancies, licences, deeds and other documents listed at part 1 of Schedule 1;

**"O&H Land"** means the adjoining land registered at the Land Registry and forming part of title number AV77284 edged yellow and marked "O&H Land" on Plan 1;

**"Palmer Land"** means the adjoining land registered at the Land Registry and forming part of title number AV108106 edged orange and marked "Palmer Land" on Plan 1;

**"Permission"** means any planning permission, reserved matters approval or approval of details granted or to be granted in relation to the development of the Property pursuant to the Town and Country Planning Act 1990;

**"Plan 1"** means the plan annexed to this agreement at Annexure 3 and labelled "Plan 1";

**"Plan 2"** means the plan annexed to this agreement at Annexure 3 and labelled "Plan 2";

**"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Localism Act 2011, the Neighbourhood Planning Act 2017 and any other legislation relating to town and country planning in force from time to time;

**"Property"** means all the freehold property shown edged red and labelled "Property" on Plan 1 comprising:

- a) that part of title number BL121146 shown edged red and hatched blue and labelled "Grazing Land" on Plan 1 and as evidenced by official copies timed at 16:27:06 and dated 18 February 2019; *and annexed to this agreement at Annexure 4*
- b) that part of title number BL120954 (as evidenced by official copies dated 18 February 2019 timed at 16:19:54) shown edged red and hatched light brown and labelled "BL120954 Partial" on Plan 1; and
- c) all the land and buildings comprised in title number BL120666 (as evidenced by official copies dated 18 February 2019 timed at 16:16:33) shown edged red and hatched green and edged red and hatched red and labelled "Sinnott House" and "Additional Strip" respectively on Plan 1.



**"Purchase Price"** means two million nine hundred and thirteen thousand six hundred and ninety one pounds (£2,913,691.00) (exclusive of VAT);

**"Registered Titles"** means title numbers BL121146, BL120954 and BL120666.

**"Retained Property"** means the property to be retained by the Seller, brief particulars of which are set out in part 1 of Schedule 2;

**"Rent Authority Letter"** means the rent authority letter addressed to the Tenant in the form of the draft annexed at Schedule 5.

**"Request for Information/RFI"** shall have the meaning set out in FOIA or any request for information under EIR which may relate to the development of the Property and/or the Site of which the Property forms a part, this agreement, or any activities or business of the Buyer.

**"School Land Access Route"** means a pedestrian access way to be constructed in the approximate location shown shaded yellow and labelled "School Land Access Route" on Plan 1, or in such alternative location as agreed with the Highways Authority.

**"Seller's Solicitors"** means The Director of Legal Services, Bristol City Council, DX 7827 Bristol (Ref: LEG.DB2.EA4.7500);

**"Sinnott House"** means that part of the Property shown edged red and hatched green and edged red and hatched red and labelled "Sinnott House" on Plan 1.

**"Site"** means, together, the Palmer Land, the O&H Land and the Property.

**"Standard Conditions"** means the Standard Commercial Property Conditions (2<sup>nd</sup> Edition);

**"Tenants"** means the tenants and licensees under the Letting Documents;

**"Title Matters"** means all matters specified, shown or referred to in any entry, plan or document referred to in the Registered Titles, to the extent they are applicable to the Property;

**"Transfer"** means the transfer in the form annexed at Annexure 1, with such amendments as the parties (acting reasonably) may agree in writing;

**"VAT"** means value added tax as charged in the UK in accordance with VATA and related regulations or any tax of a similar nature which is introduced in substitution for, or as an addition to, such tax from time to time;

**"VATA"** means the Value Added Tax Act 1994 (as amended);

**"VAT Group"** means two or more bodies corporate registered as a group for VAT purposes under section 43 of VATA and references to a person being a member of a VAT Group shall be construed accordingly;

**"Vehicular Access Routes"** means the Western Access Route, the Additional Vehicular Access Land and the Allotment Land;

**"Western Access Route"** means the adopted highways land shaded green and labelled "Western Access Route" on Plan 1;

**"Written Replies"** means:

- (a) written replies to pre-contract enquiries ("CPSEs"); or
- (b) written replies that the Seller's Solicitors have given prior to exchange of this agreement to any written enquiries raised by the Buyer's Solicitors.

- 1.2 A reference to one gender includes all other genders and a reference to the singular includes the plural and vice versa.
- 1.3 A reference to the **"Property"** or the **"Retained Property"** includes the whole and any part of it.
- 1.4 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.
- 1.5 Unless otherwise stated, a reference in this agreement to any legislation includes any modification or re-enactment of it and any instrument, order, regulation or bye-law made under it for the time being in force.
- 1.6 The schedules form part of this agreement and a reference to a clause or schedule is to a clause of or schedule to this agreement and the table of contents and headings in this agreement are for convenience only and do not affect the interpretation of this agreement.

## **2 Conditional agreement to sell**

- 2.1 Save for this Clause 2, this agreement in its entirety is subject to:
  - 2.1.1 the completion of the transfer of the O&H Land to the Buyer; and
  - 2.1.2 the completion of the transfer of the Palmer Land to the Buyer,together, the **"Acquisition Condition"**.
- 2.2 Upon completion of the Acquisition Condition the Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this agreement.

## **3 Standard Conditions**

- 3.1 Part 1 of the Standard Conditions is incorporated into this agreement in so far as it is applicable to a sale of freehold property by private treaty and is not varied by, or inconsistent with, this agreement. Part 2 of the Standard Conditions is not incorporated.
- 3.2 For the purposes of this agreement, the Standard Conditions apply as if they were varied as follows:
  - 3.2.1 the **"contract rate"** will be 3% per annum above the base rate from time to time of The Royal Bank of Scotland plc and interest will be calculated on a daily basis; Standard Condition 1.1.1(e) is varied accordingly;



- 3.2.2 Standard Conditions 1.3.3, 1.3.5(c), 1.3.7(d) and (e), 1.4, 2.1, 2.2, 2.3, 3.3, 4.2.3-4.2.8, 5, 6.1, 6.2, 6.3, 6.6.2, 6.6.5, 7.1.1 -7.1.4, 8.3.6-8.3.8 10, 11 and 12 will not apply;
- 3.2.3 in Standard Condition 1.1.1(c) the words "... which is a shareholder in CHAPS Clearing Co. Limited" are deleted and replaced with the words "...admitted by the Bank of England as a direct participant in the CHAPS system";
- 3.2.4 in Standard Condition 4.1.4, insert the words "other than by effluxion of time" after the words "if the lease ends";
- 3.2.5 in Standard Condition 6.4.2, the words "pay for" are deleted and replaced with the words "at the buyer's expense" and the words "but only insofar as the seller has immediate relevant knowledge (or after reasonable enquiry has such knowledge) enabling such a declaration to be made" are added after the words "condition 6.4.1";
- 3.2.6 in Standard Conditions 8.1.2 and 8.1.3, "1.00 p.m." will be replaced by "2.30 p.m.";
- 3.2.7 in Standard Condition 8.3.3 delete the words "...it is to be assumed that the buyer owns the property from the beginning of the day on which the apportionment is to be made" and replace them with the words "...it is to be assumed that the seller owns the property for the day on which the apportionment is to be made."
- 3.2.8 in Standard Condition 9.1.1 the words "(made or confirmed in writing by the seller's solicitors)" are added after the words "leading to it".

#### **4 Deposit**

The Buyer will, on the date of this agreement, pay the Deposit to the Seller's Solicitors as stakeholders, on terms that on completion the Deposit is released to the Seller with accrued interest.

#### **5 Payments**

- 5.1 All money payable by the Buyer under this agreement must be paid by direct credit transfer for the credit of the Seller's UK bank account.
- 5.2 All money payable by the Buyer under this agreement must be paid directly from:
  - 5.2.1 the Buyer's Solicitors' UK client account; and/or
  - 5.2.2 the UK client account of the solicitors acting for a financial institution providing funding to the Buyer for the purchase of the Property; and/or
  - 5.2.3 the UK client account of any other firm of solicitors previously agreed by the Seller's Solicitors (acting reasonably).
- 5.3 Any money sent by telegraphic transfer will be deemed to have been paid at such time as the Seller's bankers notify the Seller's Solicitors that the money has been received.



## **6 Capacity**

The Seller sells with full title guarantee but:

- 6.1.1 the covenant set out in Section 3(1) of the 1994 Act shall not extend to any charge, encumbrance or other right which the Seller does not know about; and
- 6.1.2 the covenant set out in Section 2(1)(b) of the 1994 Act shall not extend to costs arising from the Buyer's failure to:
  - (a) make proper searches; or
  - (b) raise requisitions on title or on the results of the Buyer's searches.

## **7 Title**

- 7.1 The Seller's title to the Property has been deduced to the Buyer before the date of this agreement.
- 7.2 The Buyer confirms that it or the Buyer's Solicitors have, prior to the date of this agreement, received copies of the title documents and have actually inspected them and the Buyer will be deemed to purchase with full knowledge of the Seller's title and will accept such title as the Seller has to the Property and will not raise any objection or requisition with regard to it save for any matters disclosed in pre-completion searches at the Land Registry and replies to requisitions on title which have not been previously disclosed to the Buyer or which the Buyer is aware.

## **8 Matters affecting the Property**

- 8.1 The Property is sold subject to:
  - 8.1.1 the Letting Documents and all rights and obligations contained or referred to in them and all interests deriving out of them;
  - 8.1.2 the Title Matters except for:-
    - (a) financial charges to secure monies advances created by the Seller, (if any) and all matters contained or referred to in the Written Replies; and
    - (b) All rights benefits and reservations contained in the Transfer dated 25 January 2012 made between (1) The City Council of Bristol and (2) Victor James Kenniston referred to in entries numbered 6 and 7 of the Property Register of title number BL120954.
  - 8.1.3 any unregistered interests which override registered dispositions under schedule 3 of the 2002 Act and which affect the Property;
  - 8.1.4 such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of schedule 12 of the 2002 Act;

- 8.1.5 all local land charges, whether or not registered before the date of this agreement, and all matters capable of registration as local land charges;
- 8.1.6 all notices served and orders, demands, requests, proposals and requirements made by any local, public or other competent authority, whether before or after the date of this agreement;
- 8.1.7 all proposals, orders, directions, notices, charges, restrictions, conditions, agreements and other matters arising under the Planning Acts;
- 8.1.8 the incumbrances referred to in Standard Condition 3.1.2 (except as varied by this agreement);
- 8.1.9 all covenants, conditions and other matters affecting the Property which the Seller does not know about and could not reasonably know about; and
- 8.1.10 all matters disclosed or which would be disclosed by making appropriate searches and enquiries or by inspection or survey, whether or not such searches, enquiries, inspection or survey have in fact been made,

but is otherwise free from encumbrances and the Buyer will be deemed to buy with full knowledge of these matters and will not raise any objection or requisition with regard to them, save for any matters disclosed in pre-completion searches, any matters disclosed to the Seller for the Seller's comment and any matters arising from the Seller's replies to requisitions on title.

- 8.2 Nothing in Clause 8 affects the duty of the Seller to make disclosure of latent defects in title of which it is aware or of which it has the reasonable means of knowledge.

## **9 Management**

- 9.1 From the date of this agreement until Actual Completion, the Seller will manage the Property in accordance with the Seller's normal management practice, but shall not:
  - (a) grant or agree to grant any lease, tenancy or licence of the Property;
  - (b) agree terms for, or the form of, any lease, tenancy, occupational licence or consent relating to the Property;
  - (c) employ any person at the Property;
  - (d) create any legally binding obligation in relation to the Property which will bind the Buyer;
  - (e) carry out any works to the Property other than repairs or maintenance;
  - (f) apply for or implement any planning permission relating to the Property;
  - (g) sell, convey, transfer, assign or charge the Property or grant any rights or easements over it; or

(h) enter into any covenants or easements affecting the Property.

9.2 From the date of this agreement until the Buyer is registered at the Land Registry as proprietor of the title to the Property, the Seller will promptly notify the Buyer in writing on becoming aware of any notices served or proceedings commenced against the Seller in relation to the Property, and will provide the Buyer with copies of any such notices or proceedings.

## **10 Transfer**

10.1 The Transfer will be executed in duplicate and the duplicate copy retained by the Seller.

10.2 The Buyer will register the Transfer at the Land Registry as soon as reasonably practicable after the Actual Completion Date and, promptly after completion of such registration, will provide the Seller's Solicitors with official copies of the register and title plan.

10.3 The Seller will use reasonable endeavours to assist the Buyer with any requisitions the Land Registry has in relation to the registration at Clause 10.2.

## **11 Insurance**

11.1 The risk of damage to or destruction of the Property passes to the Buyer on exchange of this agreement and the Buyer is not entitled to rescind this agreement or delay completion as a result of any such damage or destruction.

11.2 The Seller is under no obligation to the Buyer to insure the Property.

## **12 Completion**

Completion will take place on the Completion Date immediately following fulfilment of the Acquisition Condition, when the Buyer will pay the balance of the Purchase Price and any other moneys then payable under this agreement.

## **13 Completion deliverables**

13.1 On completion the Seller will deliver to the Buyer the duly executed or signed as appropriate:

(b) Transfer; and

(c) the Rent Authority Letter.



**14 VAT**

- 14.1 The sale of the Property is an exempt supply and VAT is not chargeable on the Purchase Price.
- 14.2 The Seller warrants to the Buyer that it has not waived exemption from VAT or made any option to tax the Property and that it will not make any such option prior to completion.

**15 Planning**

- 15.1 Subject to the exemption in Clause 15.2, the Seller agrees not to object by any act, statement or omission or otherwise directly or through any third party impede, prejudice, interfere with, challenge directly through the courts or through any third party or make representations in connection with the following:
- 15.1.1 any application for Permission and any subsequent proposed amendment or variation to any such Permission;
  - 15.1.2 any application for approval of requirements or other statutory consent or agreement required for or entered into in connection with any development authorised by any Permission;
  - 15.1.3 any application for statutory order required in connection with any development authorised by any Permission; or
  - 15.1.4 the progress and implementation of any Permission.
- 15.2 The provisions of Clause 15.1 do not apply to the Seller where it is acting in its capacity as planning authority or highways authority or any other capacity apart from land owner.

**16 Apportionment of rent under Letting Documents**

NOT USED<sup>3</sup>

**17 Attorneys**

- 17.1 If any party to this agreement executes this agreement or any deeds or documents entered into pursuant to it by means of an attorney, then that party will supply to the other party on or before the Completion Date:
- 17.2 a certified copy of the relevant power of attorney and such proof as the other party reasonably requires that the power is valid and in force;
- 17.3 the following evidence of identity in respect of the attorney:
- 17.3.1 where the attorney is represented by a conveyancer, (which in this Clause 17 has the meaning set out in Rule 217 Land Registration Rules 2003), written details of the name, address and reference of the conveyancer acting on behalf of the attorney; and

---

<sup>3</sup> There is no rent apportionment.

17.3.2 where the attorney is not represented by a conveyancer, a completed form ID1 or ID2; and

17.4 a written undertaking from its solicitor to comply with any outstanding obligations in this Clause 17 and to use all reasonable endeavours to deal promptly with any requisitions raised by the Land Registry in relation to the attorney.

**18 1995 Act**

The Buyer will promptly give the Seller all reasonable assistance and information as the Seller may reasonably require in connection with any application made by the Seller under the 1995 Act to be released from its covenants as landlord under the Letting Documents.

**19 Alienation**

The Buyer cannot require the Seller to:

19.1 transfer the Property or any part of it to any person other than the Buyer;

19.2 transfer the Property in more than one parcel or by more than one transfer; or

19.3 apportion the Purchase Price between different parts of the Property.

**20 Condition of the Property and environmental liability**

20.1 The Buyer acknowledges that, before the date of this agreement, the Seller has given the Buyer, and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed its own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

20.2 The Buyer and Seller agree and acknowledge that the Seller shall have no liability or responsibility whatsoever, including (without limitation) under the Contaminated Land Regime, in respect of the presence of Hazardous Substances at, in, on or under the Property at any time, whether before or after the date of this agreement, including in relation to such Hazardous Substances which have or do migrate, move or escape from the Property at any time and by any means.

**21 Additional Mitigation Land**

21.1 Where a Permission requires the use of any Additional Mitigation Land for the purposes of ecological mitigation, biodiversity mitigation or similar in order to satisfy any condition under a Permission:

a) the Buyer and Seller shall co-operate to agree a strategy in relation to the use of and any access to the Additional Mitigation Land; and

b) subject to the Seller obtaining any necessary statutory or regulatory or any other type of consents and/or approvals, the Seller shall grant any rights that the Buyer shall reasonably require in respect of the Additional Mitigation Land to the Buyer;

in each case as necessary to satisfy the Permission and at no cost to the Buyer.



- 21.2 The Buyer shall be responsible for:
- (a) the Seller's reasonably and properly incurred costs in relation to any consents and/or approvals the Seller needs to obtain in order to grant the rights in Clause 21.1(b) to the Buyer; and
  - (b) the cost of any works which are required in order to allow the Buyer to use the Additional Mitigation Land.
- 21.3 The Buyer and Seller acknowledge that the rights granted by the Seller to the Buyer in Clause 21.1(b) shall be exercised at nil cost to the Buyer.
- 21.4 Following receipt of the appropriate consent(s) and/or approvals mentioned in Clause 21.1.(b) and a decision by the Local Planning Authority to grant a Permission to include the use of any Additional Mitigation Land under Clause 21.1 above the Seller will as soon as reasonably practicable thereafter enter into a Deed of Grant with the Buyer.

## **22 Western Access Route**

- 22.1 The Seller shall use reasonable endeavours to secure any necessary statutory or regulatory or any other type of consents and/or approvals which are necessary to procure the grant of vehicular, cycle and pedestrian access rights over the Western Access Route or any other rights of access required under the terms of a Permission (the "**Western Access Route Approvals**").
- 22.2 The Buyer shall be responsible for:
- (a) the Seller's reasonably and properly incurred costs in relation to any Western Access Route Approvals the Seller needs to obtain in order to procure the granting of the rights in Clause 22.1 to the Buyer; and
  - (b) the cost of any works which are required to construct the Western Access Route.
- 22.3 The Buyer proposes to make a planning application to seek the Seller's consent (in the Seller's capacity as Highways Authority only) to the Buyer's proposals set out in Clause 22.1 above and the Seller shall seek the Western Access Route Approvals.
- 22.4 The Buyer acknowledges and agrees that if the Buyer has a choice as to which of the three possible Vehicular Access Routes are to be constructed, used and included in its planning application, the Buyer will choose the Western Access Route as one of the vehicular access routes for the Site.
- 22.5 The Seller agrees that if the Western Access Route becomes unadopted and the Seller as land owner becomes directly responsible for granting the Buyer access rights over the Western Access Route, the Seller will work with the Buyer in order to procure the necessary access rights in favour of the Buyer, including entering into a Deed of Grant. In this eventuality the Buyer and Seller acknowledge that the rights granted by the Seller to the Buyer in this Clause 22 shall be exercised at nil cost to the Buyer.
- 22.6 The Buyer shall be responsible for:

- (a) the Seller's reasonably and properly incurred costs in relation to any Western Access Route Approvals the Seller needs to obtain in order to grant the rights in Clause 22.1 to the Buyer; and
- (b) the cost of any works which are required to construct the access route across the Western Access Route and to thereafter maintain and repair it until it becomes adopted highway. The Seller will give the Buyer necessary access rights in order to allow the Buyer to maintain and repair the Western Access Route until it becomes adopted highway.

### **23 Additional Vehicular Access Land**

23.1 The Buyer and Seller acknowledge that:

23.1.1 in the event that the Buyer is advised by the Local Planning Authority that the Western Access Route is not suitable for use as a vehicular access route for the Site, the Buyer will choose the Additional Vehicular Access Land as a vehicular access route for the Site; and

23.1.2 the Buyer will include access over the Additional Vehicular Access Land in its planning application.

23.2 The Seller shall use reasonable endeavours to secure any necessary statutory or regulatory or any other type of consents and/or approvals which are necessary to grant vehicular access rights over the Additional Vehicular Access Land, or any other rights of access required under the terms of a Permission (the "**Additional Vehicular Access Land Approvals**"), subject to nothing mentioned to the contrary in any of the Additional Vehicular Access Land Approvals.

23.3 Subject to the Seller obtaining the Additional Vehicular Access Land Approvals, the Seller will grant the Buyer the rights set out above in Clause 23.2.

23.4 The Buyer shall be responsible for:

- (a) the Seller's reasonably and properly incurred costs in relation to any Additional Vehicular Access Land Approvals the Seller needs to obtain in order to grant the rights in Clause 23.2 to the Buyer; and
- (b) the cost of any works which are required to construct the access route across the Additional Vehicular Access Land and to thereafter maintain and repair it until it becomes adopted highway. The Seller will give the Buyer necessary access rights in order to allow the Buyer to maintain and repair the Additional Vehicular Access Land until it becomes adopted highway.

23.5 The Buyer and Seller acknowledge that the rights granted by the Seller to the Buyer in Clause 23.2 shall be exercised at nil cost to the Buyer.

23.6 The Buyer and Seller agree to enter into a Deed of Grant as soon as reasonably practicable following receipt of the Additional Vehicular Access Land Approvals and following a decision by the Local Planning Authority to grant a Permission to include an access route over the Additional Vehicular Access Land.



## **24 Allotment Land**

- 24.1 In the event that the Buyer is unable to obtain Permission or receives written notification from the local planning authority that a vehicular access to the Site over firstly the Western Access Route at Clause 22 or secondly over the Additional Vehicular Access Land at Clause 23 is not acceptable, the provisions of this Clause 24 shall apply.
- 24.2 The Seller shall use reasonable endeavours to secure any necessary statutory or regulatory or any other type of consents and/or approvals which are necessary to grant vehicular access rights over the Allotment Land, or any other rights of access required under the terms of a Permission (the "**Allotment Land Approvals**").
- 24.3 Subject to the Seller obtaining the Allotment Land Approvals, the Seller will grant the Buyer the rights set out above in Clause 24.2.
- 24.4 The Buyer shall be responsible for:
- (a) the Seller's reasonably and properly incurred costs in relation to any Allotment Land Approvals the Seller needs to obtain in order to grant the rights in Clause 24.2 to the Buyer; and
  - (b) the cost of any works which are required to construct the access route across the Allotment Land and to thereafter maintain and repair it until it becomes adopted highway. The Seller will give the Buyer necessary access rights in order to allow the Buyer to maintain and repair the Allotment Land until it becomes adopted highway.
- 24.5 The Buyer and Seller acknowledge that the rights granted by the Seller in Clause 24.2 shall be exercised at nil cost to the Buyer.
- 24.6 The Buyer and Seller agree to enter into the Deed of Grant as soon as reasonably practicable following receipt of the Allotment Land Approvals and following a decision by the Local Planning Authority to grant a Permission to include an access route over the Allotment Land.

## **25 School Land Access Route**

- 25.1 The Seller shall use reasonable endeavours to secure any necessary statutory or regulatory or any other type of consents and/or approvals which are necessary to procure the granting of pedestrian access rights over the School Land Access Route (the "**School Land Access Route Approvals**") and will use reasonable endeavours to obtain the School Land Access Route Approvals within 6 months following the date of Actual Completion.
- [REDACTED]

- 25.3 Subject to the Seller obtaining the School Land Access Routes Approvals, the Seller will use reasonable endeavours to procure the grant to the Buyer of the rights set out above in Clause 25.1 by Broomhill Junior School and Infant School ("the **School**").

25.4 The Buyer shall be responsible for:

- (a) the Seller's reasonably and properly incurred costs in relation to any School Land Access Route Approvals the Seller needs to obtain in order to procure the grant of the rights in Clause 25.1 from the School to the Buyer; and
- (b) the cost of any works which are required to construct the School Land Access Route and to thereafter repair and maintain it until it becomes adopted. The Seller will use reasonable endeavours to procure the necessary access rights from the School in order to allow the Buyer to maintain and repair the School Land Access Route until it becomes adopted highway.

25.5 The Buyer and Seller acknowledge that the rights referred to in Clause 25.1 shall be exercised at nil cost to the Buyer.

26 The Seller agrees that if it becomes directly responsible (in its capacity as land owner) for granting the Buyer access rights over the School Land Access Route, the Seller will work with the Buyer in order to give the Buyer necessary access rights on similar terms set out above and upon receipt of all School Land Access Route Approvals, will enter into a Deed of Grant with the Buyer.

## **26 Additional Strip**

26.1 The parties consider that the Additional Strip may be located on the other side of the existing fence dividing Sinnott House from 162 Broomhill Road. In the event that this is the case, the Seller cannot give vacant possession of the Additional Strip to the Buyer on Actual Completion.

26.2 The Seller will use reasonable endeavours to assist the Buyer in obtaining vacant possession of the Additional Strip, including but not limited to promptly:

- (a) providing the Buyer with any information it has in respect of the Additional Strip;
- (b) assisting the Buyer with any questions and/or information it may need if it decides to regularise the boundary to the Additional Strip; and
- (c) assisting the Buyer with any correspondence with the owner of 162 Broomhill Road.

## **27 Freedom of information**

27.1 The parties to this agreement are FOIA Authorities and are subject to legal duties which may require the release of information under FOIA and/or EIR and that the FOIA Authorities may be under an obligation to provide Information subject to a Request for Information.

27.2 The FOIA Authority in receipt of or to receive the RFI ("**Relevant FOIA Authority**") shall be responsible for determining in its absolute discretion whether:-



- 27.2.1 any Information is Exempted Information or remains Exempted Information;  
and/or
- 27.2.2 any Information is to be disclosed in response to a Request for Information;  
and in no event shall any party, other than the Relevant FOIA Authority, respond  
directly to a RFI except to confirm receipt of the RFI and that the RFI has been  
passed to the Relevant FOIA Authority.
- 27.3 Subject to Clause 27.4 below, all parties acknowledge that the Relevant FOIA  
Authority may disclose Information:-
- 27.3.1 without consulting the other; or
- 27.3.2 following consultation with the other party and having taken (or not taken,  
as the case may be) its views into account.
- 27.4 Without in any way limiting clauses 27.2 and 27.3, in the event that the Relevant  
FOIA Authority receives an RFI, that the Relevant FOIA Authority will, where  
appropriate, as soon as reasonably practicable notify the other party.
- 27.5 The parties will assist and co-operate with one other as requested by the Relevant  
FOIA Authority to enable the Relevant FOIA Authority to comply with its obligations  
to disclose Information under FOIA and EIR within the prescribed periods for  
compliance and in particular without limitation will (and shall procure that its agents  
and sub-contractors will) at their own cost:
- 27.5.1 provide all such assistance as may be required from time to time by the  
Relevant FOIA Authority to enable the Relevant FOIA Authority to comply  
with its obligations to disclose Information.
- 27.6 Nothing in this agreement will prevent the Relevant FOIA Authority from complying  
with any valid order, decision, enforcement or practice recommendation notice issued  
to them by the Information Commissioner under FOIA and/or EIR in relation to any  
Exempted Information.

## **28 Entire agreement**

- 28.1 This agreement constitutes the entire agreement and understanding of the parties  
and supersedes any previous agreement between them relating to the subject matter  
of this agreement.
- 28.2 The Buyer acknowledges and agrees that, in entering into this agreement, it has not  
relied on any statement, representation or warranty, made by or on behalf of the  
Seller (whether made negligently or innocently) other than as expressly set out in  
this agreement or in the Written Replies. Nothing in this clause will, however,  
operate to limit or exclude any liability for fraud.

## **29 Notices**

Any notice given under this agreement will be effectively given if sent in accordance  
with Standard Condition 1.3 (as varied by this agreement) to either the intended  
recipient or its solicitors at the address given in this agreement (or such other



address as may have been notified to the other party in writing) or at its or their last known address.

**30 Costs**

Each party is responsible for its own costs relating to the preparation and implementation of this agreement.

**31 Registration of this agreement**

- 31.1 The Buyer will not register this agreement against the Registered Titles other than by way of a unilateral notice and if the agreement is terminated the Buyer will promptly remove any notice that it has registered.
- 31.2 Unless obliged to do so by law, neither the Seller nor the Buyer will supply either the original or a copy of this agreement to the Land Registry.

**32 Applicable law and jurisdiction**

- 32.1 This agreement and any non-contractual obligations arising from or in connection with it will in all respects be governed by and interpreted in accordance with English law.
- 32.2 The parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction over any dispute:
  - 32.2.1 arising from or in connection with this agreement; or
  - 32.2.2 relating to any non-contractual obligations arising from or in connection with this agreement.

**33 Contracts (Rights of Third Parties) Act 1999**

The parties to this agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this agreement.

**34 Seller's statutory powers not to be fettered**

Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Seller in the exercise of its functions as a local highways or planning authority and the rights powers duties and obligations of the Seller under all public and private statutes byelaws orders and regulations in its capacity as local authority highways authority and planning authority may be as fully and effectually exercised in relation to the Property as if the Seller were not a party to this agreement.

**Schedule 1**  
**Letting Documents**

<b>Premises</b>	<b>Date</b>	<b>Document</b>	<b>Parties</b>
Land known as The Park School Road Brislington	7 September 2000	Grazing Agreement	(1) Bristol City Council (2) Mrs T Bryant

**Schedule 2**  
**the Retained Property**

Those parcels of land comprised in title numbers BL120954 and BL121146 that do not form part of the Property shown edged green and labelled "BCC Retained Land" on Plan 2.

**Schedule 3**  
**Rent Authority Letter**



Mrs T Bryant  
5 Sunrise Grove  
Brislington  
Bristol  
BS4 3QZ

reply to: D.BUTCHER  
telephone: 0117 922 4788  
e-mail: dorothea.butcher@bristol.gov.uk  
our ref: DB2/EA4.7500  
your ref:  
date: March 2020

Dear Mrs Bryant,

**Grazing Licence dated 7 September 2000 – grazing land adjoining Brislington Meadows, Bristol ("the Premises")**

We act for The City Council of Bristol, your landlord at the Premises.

As you know, the City Council of Bristol has been in negotiations to sell land, including the Premises, to Homes England and has today transferred its interest in the Premises to The Homes and Communities Agency (trading as Homes England) of One Friargate, Coventry, CV1 2GN ("the Purchaser").

Please treat this letter as the City Council of Bristol's authority for you to make all future payments of rent and any other sums due under your grazing licence of the Premises to the Purchaser at the above address or as the Purchaser may direct.

Yours sincerely,

**Dorothy Butcher**  
**Solicitor for and on behalf of the Director**  
**of Legal Services, Bristol City Council**

**Legal Services**  
PO Box 3399  
Bristol  
BS1 9NE

DX 7827 Bristol

**Tim O'Gara**  
**Director – Legal & Democratic**  
**Services**

**Website**  
**[www.bristol.gov.uk](http://www.bristol.gov.uk)**



**Annexure 1**  
**Form of Transfer**

# HM Land Registry

## Transfer of portfolio of titles (whole or part)

# TR5

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. This form should only be used where the same transferor transfers **all the titles** to the same transferee.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Enter 'U' in column 1 if the land is unregistered.

In column 2 enter 'W' for a transfer of whole of a registered title, or 'P' for a transfer of part of a registered title. Leave blank if the land is unregistered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 3. For transfers of part you must either attach a plan and state the reference used to identify the land transferred, for example 'edged red' or refer to an existing reference on the transferor's title plan. Any attached plan must be signed by the transferor.

In column 4 include information that cannot conveniently be included in another panel, such as whether the title is freehold or leasehold, apportioned consideration, differing title guarantees.

1	Title number of the property	(W) or (P)	Property	Other information
	BL121146	P	Part of the land on the East of School Road, Brislington, Bristol shown edged red and shaded pink on Plan 1	
	BL120954	P	Part of the land at Belroyal Avenue, Bristol shown edged red and shaded blue on Plan 1	
	BL120666	W	Brislington Police Station, Broomhill Road, Bristol BS4 4UD shown edged red and shaded green on Plan 1	
			All of the above Properties are collectively shown edged red on Plan 1	
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:  The retained land within title number BL121146 The retained land within title number BL120954 BL121210		
Remember to date this deed with the day of completion, but not before it has been signed and witnessed.	3	Date: _____ 2020		

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 of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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). The others can be any combination of a postal address, a UK DX box number or an electronic address.

4 Transferor:

The City Council of Bristol

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

5 Transferee for entry in the register:

Homes and Communities Agency (trading as Homes England)

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

One Friargate, Coventry, CV1 2GN

7 The transferor transfers the property in panel 1 to the transferee



Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in panel 11.

8 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): two million nine hundred and thirteen thousand six hundred and ninety one pounds (£2,913,691.00)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee but:-
- 9.1 the covenant set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any charge, encumbrance or other right which the Transferor does not know about; and
- 9.2 the covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Transferee's failure to:
- 9.2.1. make proper searches; or
- 9.2.2. raise requisitions on title or on the results of the Transferee's searches.
- ☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

10 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

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.

☐ they are to hold the Property on trust:

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.

## 11 Additional provisions

### 1 Definitions:

- 1.1 **"Conducting Media"** means the drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains (or any of them);
- 1.2 **"Letting Document"** means the grazing agreement dated 7 September 2000 made between (1) The City Council of Bristol and (2) Mrs T Bryant.
- 1.3 **"Plan 1"** means the plan attached to this Transfer and labelled "Plan 1".
- 1.4 **"Plan 2"** means the plan attached to this Transfer and labelled "Plan 2".
- 1.5 **"Retained Land"** means the property retained by the Transferor being the remainder of the property comprised in registered title number:
- (a) BL121146 shown edged green and shaded pink on Plan 1;
  - (b) BL120954 shown edged green and shaded blue on Plan 1; and
  - (c) BL121210 shown shaded blue on Plan 2 and labelled "Additional Vehicular Access Land".
- 1.6 **"Site"** means, together, the Property, the adjoining land shown edged orange on Plan 2 and the adjoining land shown edged yellow on Plan 2.

### 2 Interpretation

- 2.1 Words importing one gender include any other gender, and words importing the singular include the plural and vice versa.
- 2.2 Where a party to this Transfer comprises two or more persons, covenants expressed to be made by, or to, that party are deemed to be made by, or to, such persons jointly and severally.
- 2.3 The expressions "Transferor" and "Transferee" shall include the successors in title of the Transferor (to all or any part of the Retained Land) and of the Transferee (to all or any part of the Property) respectively.



### **3 Matters affecting the Property**

The Property is transferred subject to the Letting Document.

### **4 Declarations**

4.1 The Transferor and the Transferee confirm that:

4.1.1 the Property will not by virtue of this Transfer acquire any easement, quasi-easement, right or privilege over the Retained Land other than those which are expressly granted by this Transfer; and

4.1.2 section 62 of the Law of Property Act 1925 will not apply to this Transfer.

4.2 The Transferee will not by virtue of this transfer acquire in respect of the Property any right of light or air or any other easement, liberty or privilege over or in respect of the Retained Land.

4.3 Nothing contained or implied in this transfer will prejudice or affect the City Council of Bristol's rights, powers, duties and obligations in the exercise of its functions as Local Authority, Local Planning Authority, Agent for the Highway Authority or for any other statutory body or public utility or otherwise under any public or private statute by-laws orders and regulations all of which rights, powers, duties and obligations may be as fully and effectively exercised in relation to the Property as if The City Council of Bristol had not entered into this transfer nor shall the Transferee be relieved from the necessity of obtaining all approvals, permissions or consents as may from time to time be necessary for any reason from the City Council of Bristol in any capacity as aforesaid under or by virtue of any such Act by-law order or regulation.

### **5 Applicable law and jurisdiction**

5.1 This Transfer and any non-contractual obligations arising from or in connection with it will in all respects be governed by and interpreted in accordance with English law.

5.2 The parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction over any dispute:

5.2.1 arising from or in connection with this Transfer; or

5.2.2 relating to any non-contractual obligations arising from or in connection with this Transfer.

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

## **6 Contracts (Rights of Third Parties) Act 1999**

Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999.

### **Schedule 1 (Rights granted)**

- 1 Subject to obtaining any statutory or other consents, the right of free and uninterrupted passage of water, steam, soil, trade effluent, air, gas, electricity and telephone communications from and to any part of the Property through the Conducting Media, which now are or may at any time following the date of this Transfer be in, on or under the Retained Land subject to the Transferee paying a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning any of the Conducting Media used in common between the Property and the Retained Land.
- 2 (Subject to the conditions set out in paragraph 5 of this Schedule 1) the right of installing or connecting to the Conducting Media referred to in paragraph 1, Conducting Media to serve the Property.
- 3 (Subject to the conditions set out in paragraph 5 of this Schedule 1) the right of entry upon the Retained Land for the purpose of relocating the Conducting Media and/or repairing, maintaining, renewing, replacing, installing or connecting to the Conducting Media referred to in paragraphs 1 and 2.
- 4 The right of support, shelter and protection as enjoyed by the Property from the Retained Land at the date of this Transfer.
- 5 The exercise of the rights referred to in paragraphs 2 and 3 above is subject to the following conditions that:
  - 5.1 before exercising any such right, the Transferee is to give not less than 28 days' written notice specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the works (whatever their nature) ("the **Works**"), and the method of undertaking the Works which the Transferee requires to execute on the Retained Property, and such other information as the Transferor may require;
  - 5.2 the Works should not be carried out without the prior approval in writing of the Transferor (such approval not to be unreasonably withheld or delayed);
  - 5.3 in exercising any such right, the Transferee is to execute the Works at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferor, and in accordance with requisite statutory consents and the requirements of competent authorities; and



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

5.4 in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly make good all damage done to the Retained Land to the Transferor's reasonable and proper satisfaction.

6 In the event of any redevelopment of the Property and/or any redevelopment that requires the use of Conducting Media being used by the Retained Land on the Property from time to time the Transferee may by written notice to the Transferor relocate any Conducting Media on the Property.

**Schedule 2  
(Rights reserved)**

1 The right of support, shelter and protection as enjoyed by the Retained Land from the Property at the date of this Transfer.

2 The right to the free and uninterrupted passage of water, steam, soil, trade effluent, air, gas, electricity and telephone communications to and from the Retained Land through the Conducting Media which is now or in the future on, under or through the Property and serving the Retained Land subject to:

2.1.1 the said Conducting Media not being overloaded by such use nor being used in a manner which is likely to cause it to be overloaded; and

2.1.2 The right for the Transferee to unilaterally divert or reposition the route of any Conducting Media at the Transferee's sole discretion provided that the provision of Services to and from the Retained Land shall not be significantly interrupted; and

2.1.3 the Transferor paying a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning any of the Conducting Media used in common between the Property and the Retained Land.

3 (Subject to the conditions set out in paragraph 6 of this Schedule 2) the right to exercise all reasonably necessary rights of entry (over such parts of the Property which remain unbuilt upon from time to time and/or which have not been transferred to individual property owners or utilities companies) for the purposes of maintaining, repairing and renewing such Conducting Media and any boundary walls or fences forming part of so much of the Retained Land as adjoins the Property

4 The right for the owner or owners for the time being of the Retained Land to build new buildings upon and to re-develop, re-build, extend, alter or carry out any other



works to any buildings from time to time on the Retained Land notwithstanding that this may restrict or interrupt the passage of light or air to any buildings from time to time on the Property.

- 5 In the event of any redevelopment of the Retained Land and/or any redevelopment that requires the use of Conducting Media being used by the Property on the Retained Land from time to time the Transferor may by written notice to the Transferee relocate any Conducting Media on the Retained Land provided that:

- 5.1.1 the Transferor shall not relocate any Conducting Media without first granting the Transferee by deed rights equivalent to those granted in this Transfer for the benefit of the entirety of the Property where appropriate; and
- 5.1.2 the supply of Conducting Media to the Property shall not be interrupted either directly or indirectly as a result of the Transferor exercising its rights under this Paragraph 5.

- 6 Before exercising any such right in Paragraph 3 of this Schedule 2:

- 6.1.1 the Transferor is to give not less than 28 days' written notice specifying the purpose for which entry is required, accompanied by drawings, specifications and other written details of the works (whatever their nature) ("the Transferor Works"), and the method of undertaking the Transferor Works which the Transferor requires to execute on the Property, and such other information as the Transferee may require;
- 6.1.2 the Transferor Works should not be carried out without the prior approval in writing of the Transferee (such approval not to be unreasonably withheld or delayed);
- 6.1.3 in exercising any such right, the Transferor is to execute the Transferor Works at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with drawings, specification and other information submitted to and approved by the Transferee, and in accordance with requisite statutory consents and the

requirements of competent authorities;  
and

6.1.4 in carrying out the work, the Transferor is to act with due diligence, cause as little disturbance, damage and inconvenience as possible, and promptly make good all damage done to the Property to the Transferee's reasonable and proper satisfaction; and

6.1.5 the Transferor shall not exercise such rights during any period within which the Transferee is carrying out development.

Include words of covenant.

#### **Schedule 3 (Transferee's covenants)**

During the period of development taking place on the Property the Transferee covenants to keep the Retained Land clear of rubbish created by the Transferee and not to use any part of the Retained Land for the storage of materials, rubbish nor to permit the dumping of any materials or rubbish on any part of the Retained Land.

Include words of covenant.

#### **Schedule 4 (Transferor's covenants)**

##### **1 Deed of grant or wayleave**

On written request from the Transferee and subject to the proper costs of the Transferor (including its professional fees properly incurred in connection with the written request whether or not granted), being paid by the Transferee to enter into a deed of grant or wayleave reasonably required by a statutory undertaker in the exercise by the Transferee of the right granted by paragraph 2 of Schedule 1 of this Transfer, (following due compliance by the Transferee of the conditions contained in paragraph 5 of Schedule 1 of this Transfer) in terms reasonably satisfactory to that statutory undertaker and the Transferor.

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

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

## 12 Execution

***IN WITNESS whereof this document has been executed as a Deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated***

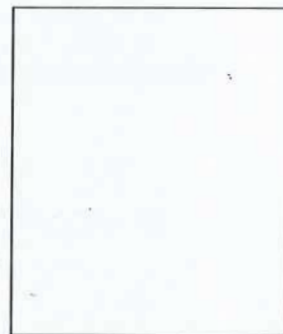
Executed as a deed (but  
not delivered until the date hereof)  
by the affixing of the Common  
Seal of The City Council of  
Bristol in the presence of:

Authorised Officer

The common seal of the **HOMES  
AND COMMUNITIES AGENCY**  
(trading as **HOMES ENGLAND**) was  
hereunto affixed in the presence of:

Authorised Signatory:

Print Name:



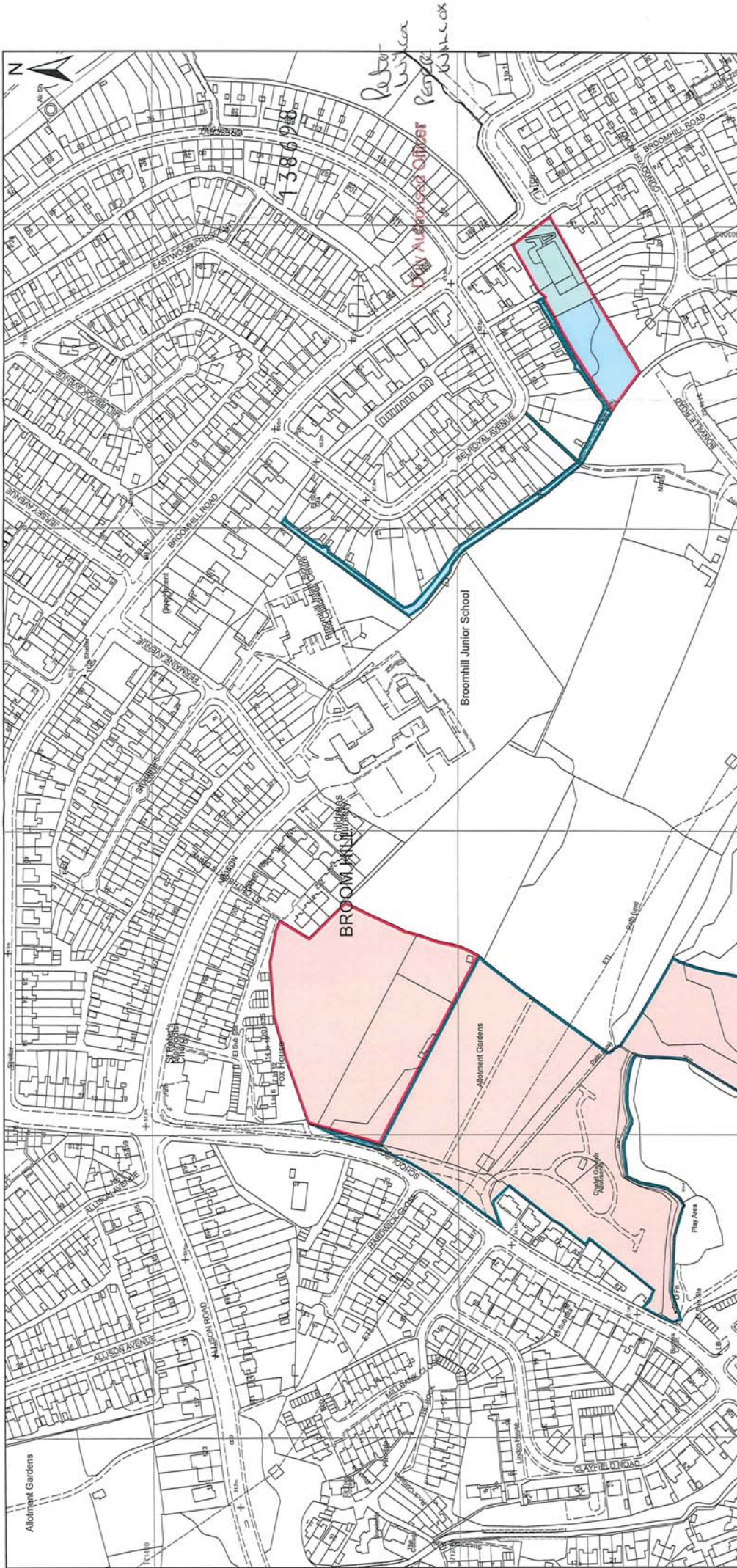
### WARNING

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.





Homes England

Tel: 0300 1234567

*Garth Backer*

Information shown is correct to the best of Homes England's knowledge at date of issue.  
This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Crown. Copyright © Crown Copyright and Database Right 2020.  
Homes England GID 100042493  
Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings.

Title  
Retained Land  
BCC  
Brislington Meadows  
Bristol

# PLAN 1

TMS Ref Parcel Ref

Plan Ref  
32952\_001

Date  
25/02/2020

Scale  
1:2,500

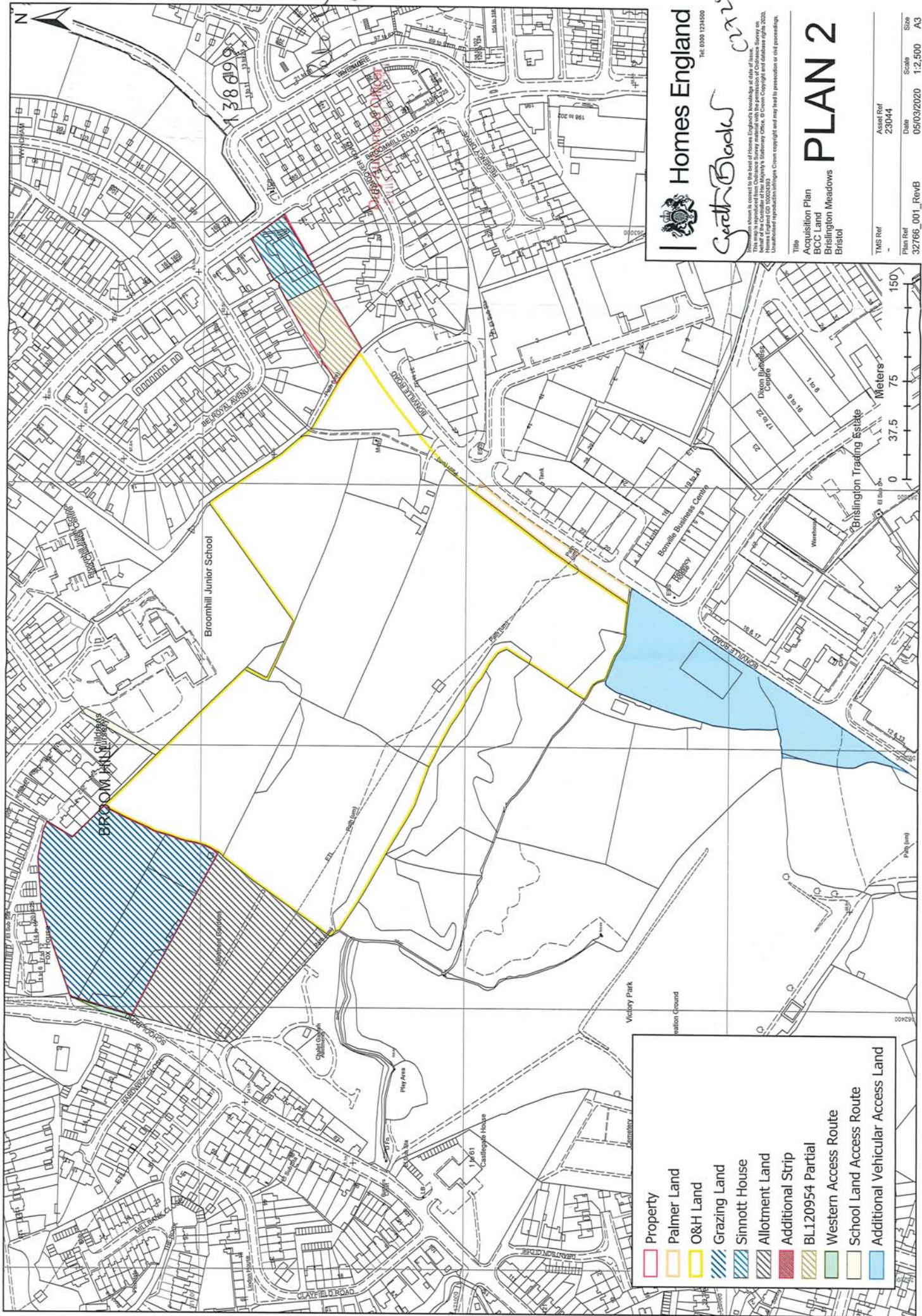
Size  
A3

- Acquisition Boundary
- BCC Retained Land
- Title BL121146
- Title BL120954
- Title BL120666



BRISLINGTON





Homes England  
THE 0300 1234567

*Gareth Black*

This map is shown to the best of Homes England's knowledge at date of issue.  
The map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on  
Homes England's behalf. Ordnance Survey's Standard Office. © Crown Copyright and database right 2020.  
Unauthorised reproduction of this map is prohibited. Homes England's logo and name may be used in its presentation or in its proceedings.

Title  
Acquisition Plan  
BCC Land  
Brislington Meadows  
Bristol

# PLAN 2

TMS Ref	Asset Ref	Date	Scale	Size
-	23044	05/03/2020	1:2,500	A3
Plan Ref	32766_001_RevB			

**Annexure 2**  
**Deed of Grant**




DATED [●]

**THE CITY OF BRISTOL COUNCIL**  
as Owner

**HOMES AND COMMUNITIES AGENCY (trading as HOMES ENGLAND)**  
as Grantee

**DEED OF EASEMENT**  
in respect of [●]<sup>1</sup>

BRYAN  
CAVE  
LEIGHTON PAISNER 

*To be populated on confirmation of the rights being granted. There will be a separate deed of grant for each right granted.*

**Bryan Cave Leighton Paisner LLP**  
Adelaide House London Bridge London EC4R 9HA  
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

## Contents

Clause	Name	Page
1	Definitions and interpretation .....	1
2	Grant of Rights .....	3
3	Agreement .....	3
<b>Schedule</b>	<b>Name</b>	<b>Page</b>
	Rights.....	4
<b>Execution</b>	<b>Page</b> .....	7
<b>Appendix</b>	<b>Name</b>	
	Plan 1	

**LAND REGISTRY  
LAND REGISTRATION ACT 2002**

**COUNTY AND DISTRICT** : City of Bristol

**TITLE NUMBER** : [•]<sup>2</sup>

**PROPERTY** : [•]<sup>3</sup>

**DATED** : [•]<sup>4</sup>

**PARTIES**

- (1) **THE CITY COUNCIL OF BRISTOL** whose principal office is at City Hall College Green Bristol BS1 5TR (the "Owner")
- (2) **HOMES AND COMMUNITIES AGENCY (trading as Homes England)** whose principal office is at One Friargate, Coventry, CV1 2GN (the "Grantee")

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION<sup>5</sup>**

**1.1** In this Deed:

**"Additional Mitigation Land"** means any land adjoining the Grantee's Land which is owned by the Owner, other than land which comprises of adopted highway.]

**"Additional Mitigation Land Approvals"** means any necessary statutory or regulatory or any other type of consents and/or approvals.]

**"Additional Vehicular Access Land"** means the land or any part of it owned by the Owner shown shaded blue and labelled "Additional Vehicular Access Land" on Plan 1.]

**"Additional Vehicular Access Land Approvals"** means any necessary statutory or regulatory or any other type of consents and/or approvals which are necessary to grant vehicular access rights over the Additional Vehicular Access Land.]

**"Allotment Land"** means the area of land hatched dark brown on Plan 1 and labelled "Allotment Land" which forms part of title number BL121146.]

**"Allotment Land Approvals"** means any necessary statutory or regulatory or any other type of consents and/or approvals which are necessary to grant vehicular access rights over the Allotment Land.]

**"Full Title Guarantee"** means the Owner grants the Rights with full title guarantee but:

---

<sup>2</sup> See comment at FN 1.

<sup>3</sup> See comment at FN 1.

<sup>4</sup> See comment at FN 1.

<sup>5</sup> Definitions to be updated on confirmation of the rights being granted.



- (a) the covenant set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 ("**1994 Act**") shall not extend to any charge, encumbrance or other right which the Owner does not know about; and
- (b) the covenant set out in Section 2(1)(b) of the 1994 Act shall not extend to costs arising from the Grantee's failure to:
  - (i) make proper searches; or
  - (ii) raise requisitions on title or on the results of the Grantee's searches.

"**Grantee**" includes its successors in title to the Grantee's Land.

"**Grantee's Land**" means the land comprised in title number [•] and shown edged [•] on [•] and known as [•].<sup>6</sup>

"**Owner**" excludes the local highways authority and the School but includes the Owner's successors in title to the [Additional Mitigation Land] [Additional Vehicular Access Land] [Allotment Land] [School Land Access Route] [Western Access Route].

"**Permission**" means any planning permission, reserved matters approval or approval of details granted or to be granted in relation to the development of the Grantee's Land pursuant to the Town and Country Planning Act 1990.

"**Plan 1**" means the plan annexed to this Deed at Appendix (*Plan 1*) and labelled "Plan 1".

"**Rights**" means the rights set out in this Deed at Schedule (*Rights*).

"**School**" means Broomhill Junior School and Infant School.]

"**School Land Access Route**" means a pedestrian and/or cycle access way to be constructed in the approximate location shown shaded yellow and labelled "School Land Access Route" on Plan 1 (which area of land has been appropriated by the Owner for the purposes of creating this access so that this land is no longer education land), or in such alternative location as agreed with the Owner.]

"**School Land Access Route Approvals**" means any necessary statutory or regulatory or any other type of consents and/or approvals which are necessary to procure the granting of pedestrian access rights over the School Land Access Route.]

"**Western Access Route**" means the [unadopted highway]<sup>7</sup> shaded green and labelled "Western Access Area" on Plan 1.]

"**Western Access Route Approvals**" means any necessary statutory or regulatory or any other type of consents and/or approvals.]

- 1.2 Any obligation on a party to this Deed to do any act includes an obligation to procure that it is done.

---

<sup>6</sup> *To be populated once the transfers have been registered at the Land Registry*

<sup>7</sup> *This will need to be checked at the time the deed is entered into*

- 1.3 Where a party is placed under a restriction in this Deed, the restriction includes the obligation on that party not to permit the infringement of the restriction by any person.
- 1.4 References to liability include, where the context allows, claims, demands, proceedings, damages, losses, costs and expenses.
- 1.5 The Clause headings in this Deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.6 Unless the contrary intention appears, references to numbered Clauses are references to the relevant Clause in this Deed.
- 1.7 Words in this Deed denoting the singular include the plural meaning and vice versa.
- 1.8 When at any time the party of the second part to this Deed is two or more persons, the expression the "**Grantee**" includes the plural number and obligations in this Deed expressed or implied to be made with or by the Grantee are to be treated as made with or by such individuals jointly and severally.

## 2 **GRANT OF RIGHTS**

In consideration of the payment of £1 by the Grantee to the Owner (the receipt of which is acknowledged) the Owner grants the Rights to the Grantee with Full Title Guarantee.

## 3 **AGREEMENT**

- 3.1 The Grantee agrees to:
- (a) use its reasonable endeavours to procure that the Rights are registered at Land Registry in accordance with section 27(2)(d) and paragraph 7 of schedule 2 of the Land Registration Act 2002 as soon as reasonably practicable; and
  - (b) deliver to the Owner within thirty days of registration, official copy entries of the Grantee and the Owner's respective registered titles evidencing that registration.

**Delivered as a deed on the date of this document.**

## Schedule Rights

***[Drafting Note: Paragraph 1 to be included where a Permission requires the use of any Additional Mitigation Land for the purposes of ecological mitigation, biodiversity mitigation or similar in order to satisfy any condition under a Permission.]***

### 1 [ADDITIONAL MITIGATION LAND]

1.1 Where a Permission requires the use of any Additional Mitigation Land for the purposes of ecological mitigation, biodiversity mitigation or similar in order to satisfy any condition under a Permission:

- (a) the Grantee and Owner shall co-operate to agree a strategy in relation to the use of and any access to the Additional Mitigation Land; and
- (b) subject to the Owner obtaining the Additional Mitigation Land Approvals, the Owner shall grant the following rights in respect of the Additional Mitigation Land to the Grantee:
  - (i) ***[Drafting Note: Details of any rights that the Grantee shall reasonably require and rights which satisfy the terms of the Permission to be populated.],***

in each case as necessary to satisfy the Permission.

1.2 The Grantee will be responsible for:

- (a) the Owner's reasonably and properly incurred costs in relation to any consents and/or approvals the Owner needs to obtain in order to grant the rights above at [Paragraph 1.1.(b)] to the Owner; and
- (b) the cost of any works which are required in order to allow the Grantee to use the Additional Mitigation Land.

1.3 The Grantee and Owner acknowledge that rights granted by the Owner to the Grantee in this Deed shall be exercised at nil cost to the Grantee. ]

***[Drafting Note: Paragraph 2 to be included as first choice for use as a vehicular, cycle and pedestrian access route for the Grantee's Land.]***

### 2 [WESTERN ACCESS ROUTE]

2.1 The Owner shall use reasonable endeavours to secure the Western Access Route Approvals which are necessary to grant the following vehicular, cycle and pedestrian access rights over the Western Access Route:

- (a) ***[Drafting Note: Insert relevant rights once the parties know which access (if any) is relevant and what the relevant approvals require. For example a right to construct vehicular cycle and pedestrian paths and thereafter to use them etc.]***



- 2.2 The Grantee shall be responsible for:
- (a) the Owner's reasonably and properly incurred costs in relation to any Western Access Route Approvals the Owner needs to obtain in order to procure the granting of the rights in this Deed to the Grantee; and
  - (b) the cost of any works which are required to construct the access route across the Western Access Route and to thereafter maintain and repair it until it becomes adopted highway. The Owner will give the Grantee necessary access rights in order to allow the Grantee to maintain and repair the Western Access Route until it becomes adopted highway.
- 2.3 The Owner and the Grantee acknowledge that the rights granted by the Owner to the Grantee in this Deed shall be exercised at nil cost to the Grantee. ]

***[Drafting Note: Paragraph 3 to be included where the Local Planning Authority advises the Grantee that the Western Access Route is not suitable for use as a vehicular, cycle and pedestrian access route for the Grantee's Land.]***

### **3 [ADDITIONAL VEHICULAR ACCESS LAND]**

- 3.1 The Owner shall use reasonable endeavours to secure the Additional Vehicular Access Land Approvals, or any other rights of access required under the terms of a Permission, subject to nothing mentioned to the contrary in any of the Additional Vehicular Access Land Approvals.
- 3.2 Subject to the Owner obtaining the Additional Vehicular Access Land Approvals, the Owner will grant the Grantee the following rights:
- (a) ***[Drafting Note: Insert relevant rights once the parties know which access (if any) is relevant and what the relevant approvals require. For example a right to construct vehicular cycle and pedestrian paths and thereafter to use them etc.]***
- 3.3 The Grantee shall be responsible for:
- (a) the Owner's reasonably and properly incurred costs in relation to any Additional Vehicular Access Land Approvals the Owner needs to obtain in order to grant the rights in [Paragraph 3.2] to the Grantee; and
  - (b) the cost of any works which are required to construct the access route across the Additional Vehicular Access Land and to thereafter maintain and repair it until it becomes adopted highway. The Owner will give the Grantee necessary access rights in order to allow the Grantee to maintain and repair the Additional Vehicular Access Land until it becomes adopted highway.
- 3.4 The Grantee and Owner acknowledge that the rights granted by the Owner to the Grantee in this Deed shall be exercised at nil cost to the Grantee. ]

***[Drafting Note: Paragraph 4 to be included where the Grantee is unable to obtain Permission or receives written notification from the local planning authority that access (i) over the Additional Vehicular Access Land; or (ii) over the Western Access Route, to the Grantee's Land, is not acceptable]***

4 **[ALLOTMENT LAND]**

4.1 The Owner will use reasonable endeavours to secure the Allotment Land Approvals.

Subject to the Owner obtaining the Allotment Land Approvals, the Owner will grant the Grantee the following rights:

- (a) ***[Drafting Note: Insert relevant rights once the parties know which access (if any) is relevant and what the relevant approvals require. For example a right to construct vehicular cycle and pedestrian paths and thereafter to use them etc.]***

4.2 The Grantee will be responsible for:

- (a) the Owner's reasonably and properly incurred costs in relation to any Allotment Land Approvals the Owner needs to obtain in order to grant the rights above at [Paragraph 4.1]; and
- (b) the cost of any works which are required to construct the access route across the Allotment Land and to thereafter maintain and repair it until it becomes adopted highway. The Owner will give the Grantee the necessary access rights in order to allow the Grantee to maintain and repair the Allotment Land until it becomes adopted highway.

4.3 The Owner and Grantee acknowledge that the rights granted by the Owner to the Grantee in this Deed will be exercised at nil cost to the Grantee. ]

***[Drafting Note: Paragraph 5 to be included where rights are being granted over the School Land Access Route pursuant to a Permission.]***

5 **[SCHOOL LAND ACCESS ROUTE]**

5.1 The Owner will use reasonable endeavours to secure the School Land Access Route Approvals.

5.2 Subject to the Owner obtaining the School Land Access Routes Approvals, the Owner grants to the Grantee the following rights:

- (a) ***[Drafting Note: Insert relevant rights once the parties know which access (if any) is relevant and what the relevant approvals require. For example a right to construct vehicular cycle and pedestrian paths and thereafter to use them etc.]***

5.3 The Grantee will be responsible for:

- (a) the Owner's reasonably and properly incurred costs in relation to any School Land Access Route Approvals the Owner needs to obtain in order to grant the following rights to the Grantee; and
- (b) the cost of any works which are required to construct the School Land Access Route and to thereafter repair and maintain it until it becomes adopted highway.

5.4 The Owner and Grantee acknowledge that the rights granted by the Owner to the Grantee in this Deed will be exercised at nil cost to the Grantee. ]

**EXECUTION PAGE**

Executed as a deed (but not delivered until )  
the date hereof) by the affixing of the )  
Common Seal of **The City Council of** )  
**Bristol** in the presence of: )

Authorised Officer

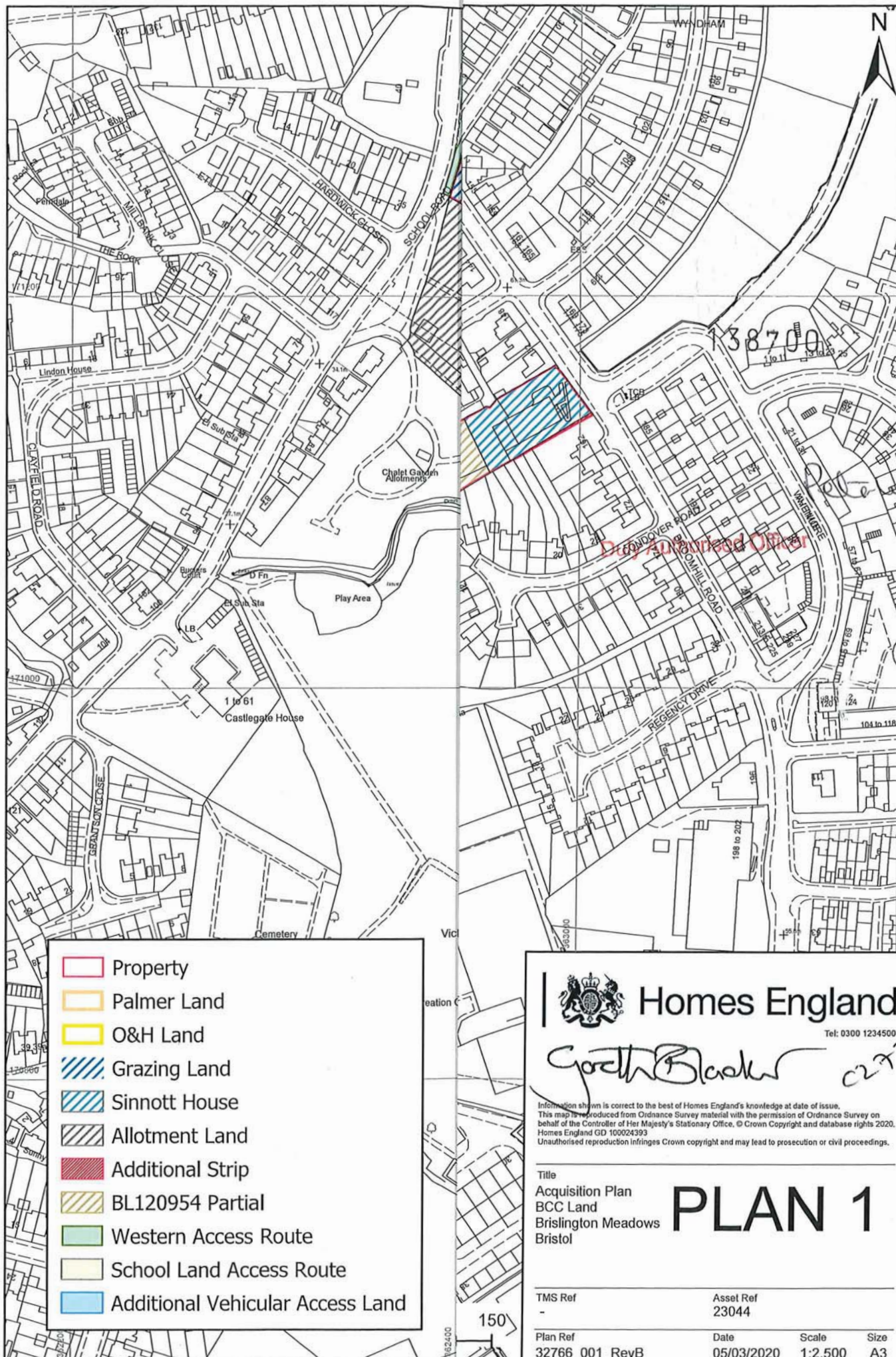
IN **WITNESS** whereof this document has  
been executed as a Deed by the parties  
hereto but is not intended to have legal  
affect until it has been unconditionally  
delivered and dated

The common seal of the **HOMES AND** )  
**COMMUNITIES AGENCY** (trading as )  
**HOMES ENGLAND**) was hereunto affixed in )  
the presence of:

Authorised Signatory



**Appendix  
Plan 1**



Peter Wilcox

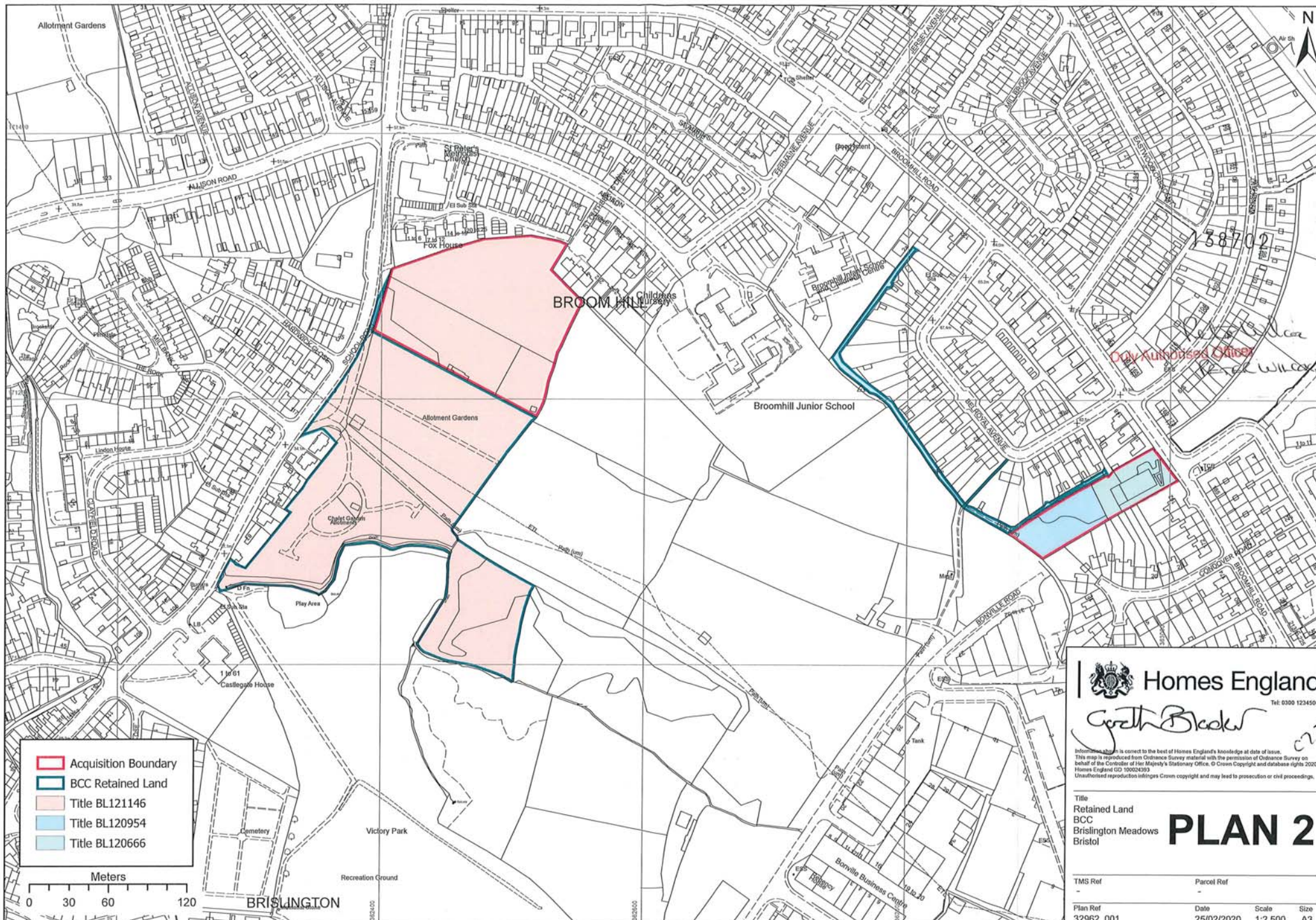
**Annexure 3**

**Plans**









- Acquisition Boundary
- BCC Retained Land
- Title BL121146
- Title BL120954
- Title BL120666

Meters  
0 30 60 120

Homes England  
Tel: 0300 1234500

*Geeth Braker*  
Information shown is correct to the best of Homes England's knowledge at date of issue.  
This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office. © Crown Copyright and database rights 2020.  
Homes England GD 100024393  
Unauthorized reproduction infringes Crown copyright and may lead to prosecution or civil proceedings.

Title  
Retained Land  
BCC  
Bristol Meadows  
Bristol  
**PLAN 2**

TMS Ref	Parcel Ref
Plan Ref 32962_001	Date 25/02/2020
Scale 1:2,500	Size A3

**Annexure 4**

**OCEs**

Legal.202965644.18/9IR/20E0332.000821

OFFICIAL





# Official copy of register of title

Title number BL120666

Edition date 02.12.2013

This official copy shows the entries on the register of title on 18 FEB 2019 at 16:16:33.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 18 Feb 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

CITY OF BRISTOL

- 1 (16.12.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Brislington Police Station, Broomhill Road, Bristol (BS4 4UD).
- 2 (16.12.2009) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (16.12.2009) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 19 January 1927 made between (1) James St. George Priaulx Armstrong (Vendor) and (2) Richard Walter Jennings and William Charles Jennings (Purchasers):-

TOGETHER ALSO with power to lay a line of water pipes to the property thereby conveyed from main belonging to Bristol Water Works Company Ltd site in School Road Brislington aforesaid through the adjoining land of the Vendor in a line to be agreed upon between the Vendor and Purchasers and their respective heirs or assigns and also through the land coloured yellow and blue on said plan in a line to be agreed upon between the Vendor and Purchasers their respective heirs or assigns

EXCEPT AND RESERVING to the Vendor his heirs and assigns full power to divert if necessary the line of such water pipes but so that in doing so he shall not interfere with the supply of water to the property thereby conveyed.

NOTE:-The said lands coloured yellow and blue referred to forms part of Broomhill Infants School and 106-110 (evens) Broomhill Road.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

## B: Proprietorship Register continued

- 1 (16.12.2009) PROPRIETOR: THE CITY COUNCIL OF BRISTOL of City Hall,  
College Green, Bristol BS1 5TR.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (16.12.2009) The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 (16.12.2009) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 30 June 1948 made between (1) Emily Lucy Jennings and others (the Trustee Vendors) (2) Charles William Jennings (the Owner Vendor) and (3) Bristol Corporation:-  
  
"EXCEPTING and RESERVING unto the respective Vendors and all persons similarly entitled the right to the free passage of water and soil through the drains sewers and watercourses in upon or under the said premises hereby conveyed AND ALSO the right to enter thereon for the purpose of laying or repairing the same making good all damage thereby caused to the surface of the said premises or any building thereon"
- 3 (16.12.2009) The land is subject to the following rights contained in an Indenture of the land in this title and other land dated 4 November 1924 made between (1) The Right Honourable Algeron William Stephen Earl Temple of Stowe and (2) James St George Priaulx Armstrong:-  
  
subject to all quit chief and other rents (if any) and all manorial rights and incidents of tenure and to all rights of way or light and other easements (if any) affecting the same and to any subsisting liability to repair walls fences and roads.

End of register



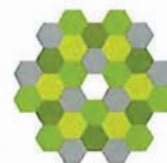
HM Land Registry  
Official copy of  
title plan

Title number **BL120666**

Ordnance Survey map reference **ST6271SE**

Scale **1:1250**

Administrative area **City of Bristol**



©Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.







# Official copy of register of title

Title number BL120954

Edition date 02.12.2013

This official copy shows the entries on the register of title on 18 FEB 2019 at 16:19:54.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 18 Feb 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

CITY OF BRISTOL

- 1 (11.01.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Belroyal Avenue, Bristol.
- 2 (11.01.2010) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (11.01.2010) The land tinted blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer thereof and other land dated 19 January 1927 made between (1) Lieutenant Colonel James St. George Priaulx Armstrong and (2) Richard Walter Jennings and William Charles Jennings:-

"Together with the power to lay a line of water pipes to the property hereby conveyed from the main belonging to The Bristol Water Works Co. situate in School Road, Brislington aforesaid through the adjoining land of the said James St. George Priaulx Armstrong and the said Richard Walter Jennings and William Charles Jennings and their respective heirs or assigns and also through the land coloured yellow and blue on the said plan in a line to be agreed upon between the said James St. George Priaulx Armstrong and the said Richard Walter Jennings and William Charles Jennings and their respective heirs and assigns Excepting and reserving to the said James St. George Priaulx Armstrong his heirs and assigns full power to divert if necessary the line of such water pipes but so that in so doing he shall not interfere with the supply of water to the property hereby transferred".

NOTE:-The said lands coloured yellow and blue referred to forms part of Broomhill Infants School and 106-110 (evens) Broomhill Road.

- 4 (11.01.2010) The land tinted pink on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof and other land dated 19 January 1927 made between (1) James St. George Priaulx Armstrong (Vendor) and (2) Richard Walter Jennings and William Charles Jennings (Purchasers):-

TOGETHER ALSO with power to lay a line of water pipes to the property thereby conveyed from main belonging to Bristol Water Works Company Ltd

## A: Property Register continued

site in School Road Brislington aforesaid through the adjoining land of the Vendor in a line to be agreed upon between the Vendor and Purchasers and their respective heirs or assigns and also through the land coloured yellow and blue on said plan in a line to be agreed upon between the Vendor and Purchasers their respective heirs or assigns

EXCEPT AND RESERVING to the Vendor his heirs and assigns full power to divert if necessary the line of such water pipes but so that in doing so he shall not interfere with the supply of water to the property thereby conveyed.

NOTE:-The said lands coloured yellow and blue referred to forms part of Broomhill Infants School and 106-110 (evens) Broomhill Road.

- 5 (11.01.2010) By dispositions of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 6 (27.07.2012) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 7 (27.07.2012) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer which included the land edged and numbered BL129547 in green on the title plan dated 25 January 2012 made between (1) The City Council Of Bristol (Transferor) and (2) Victor James Kenniston (Transferee).

-NOTE:-Copy filed under BL129547.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (11.01.2010) PROPRIETOR: THE CITY COUNCIL OF BRISTOL of City Hall, College Green, Bristol BS1 5TR.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (11.01.2010) The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2 (11.01.2010) The parts of the land affected thereby are subject to the rights granted by Conveyances or Transfers of the following properties by Bristol Corporation or The City Council of Bristol:-

Date under	Property	Purchaser(s)	Copy filed
26.2.1973	68 Belroyal Avenue	Arthur Dyer and Phyllis Maude Dyer	BL38401
8.2.1982	23 Belroyal Avenue	George William Waring	AV65832
3.5.1982	60 Belroyal Avenue	and Rose Violet Waring Peter James Tankins	AV69000
17.5.1982	58 Belroyal Avenue	Dennis Thomas Hiscox and Doreen Peggy Hiscox	AV70164
21.6.1982	56 Belroyal Avenue	Alan Henry James Long and Evelyn May Long	AV71008
6.5.1985	3 Belroyal Avenue	Thomas Gilbert Barnes	AV101653



## C: Charges Register continued

20.6.1988	6 Belroyal Avenue	Anthony John Glanville and Kay Francis Glanville	AV160488
9.10.1989	11 Belroyal Avenue	Thomas Lawrence and Kathleen Alberta Lawrence	AV186637
13.9.1993	12 Belroyal Avenue	Philip Paul Wren and Janet Susanne Wren	AV231543
24.8.1998	30 Belroyal Avenue	Phillip Maggs and Keith Maggs	BL59146
16.4.2004	Land adjoining 2 Belroyal	Maksood Ahmed	BL79335
10.12.2012	66 Belroyal Avenue	Paul Richard Leonard and Nina Michelle Leonard	BL120549

- 3 (11.01.2010) The land tinted pink on the title plan is subject to the following rights contained in an Indenture thereof and other land dated 4 November 1924 made between (1) The Right Honourable Algeron William Stephen Earl Temple of Stowe and (2) James St George Priaulx Armstrong:-

subject to all quit chief and other rents (if any) and all manorial rights and incidents of tenure and to all rights of way or light and other easements (if any) affecting the same and to any subsisting liability to repair walls fences and roads.

- 4 (11.01.2010) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 30 June 1948 made between (1) Emily Lucy Jennings and others ("the Trustee Vendors") (2) Charles William Jennings ("the Owner Vendor") and (3) Bristol Corporation:-

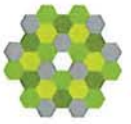
"EXCEPTING and RESERVING unto the respective Vendors and all persons similarly entitled the right to the free passage of water and soil through the drains sewers and watercourses in upon or under the said premises hereby conveyed AND ALSO the right to enter thereon for the purpose of laying or repairing the same making good all damage thereby caused to the surface of the said premises or any building thereon AND ALSO EXCEPT AND RESERVED to the said respective Vendors the full and free right of way for all purposes over and along the roads or ways constructed or to be constructed on any part or parts of the premises hereby conveyed"

End of register

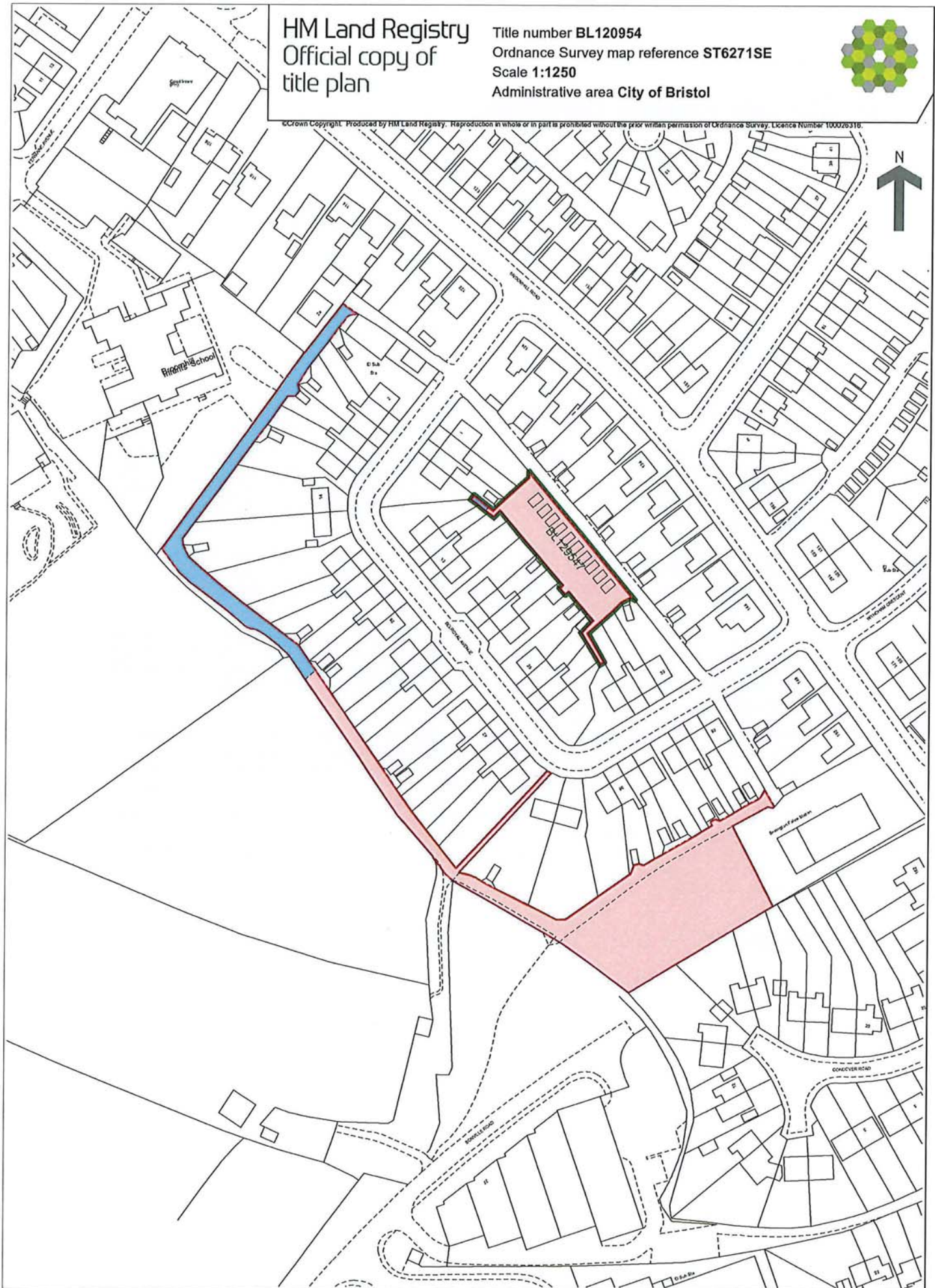


HM Land Registry  
Official copy of  
title plan

Title number **BL120954**  
Ordnance Survey map reference **ST6271SE**  
Scale **1:1250**  
Administrative area **City of Bristol**



© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.







# Official copy of register of title

Title number BL121146

Edition date 02.12.2013

This official copy shows the entries on the register of title on 18 FEB 2019 at 16:27:06.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 18 Feb 2019.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Gloucester Office.

## A: Property Register

This register describes the land and estate comprised in the title.

CITY OF BRISTOL

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the east side of School Road, Brislington, Bristol.
- 2 As to the part tinted pink on the title plan, the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 The land has the benefit of the following rights reserved by a Transfer of land at the back of 83 School Road dated 12 July 2001 made between (1) The City Council of Bristol (Transferor) and (2) Alan William Frape and Brenda Mavis Frape (Transferees):-

"There is excepted and reserved in fee simple out of the said land unto the Transferor:

(a)all mines and minerals of every description under the said land (if and so far as the same were not immediately prior to execution of these presents vested in some person other than the Council) with full power to win work and carry the same

(b)the free and interrupted access of light and air at all times hereafter over the said land to any buildings which may be erected on the adjoining or neighbouring land of the Council"

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 PROPRIETOR: THE CITY COUNCIL OF BRISTOL of City Hall, College Green, Bristol BS1 5TR.

Title number BL121146

## C: Charges Register

This register contains any charges and other matters that affect the land.

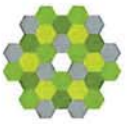
- 1      The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 2      The part hatched blue on the title plan is subject to rights of way and user.

End of register

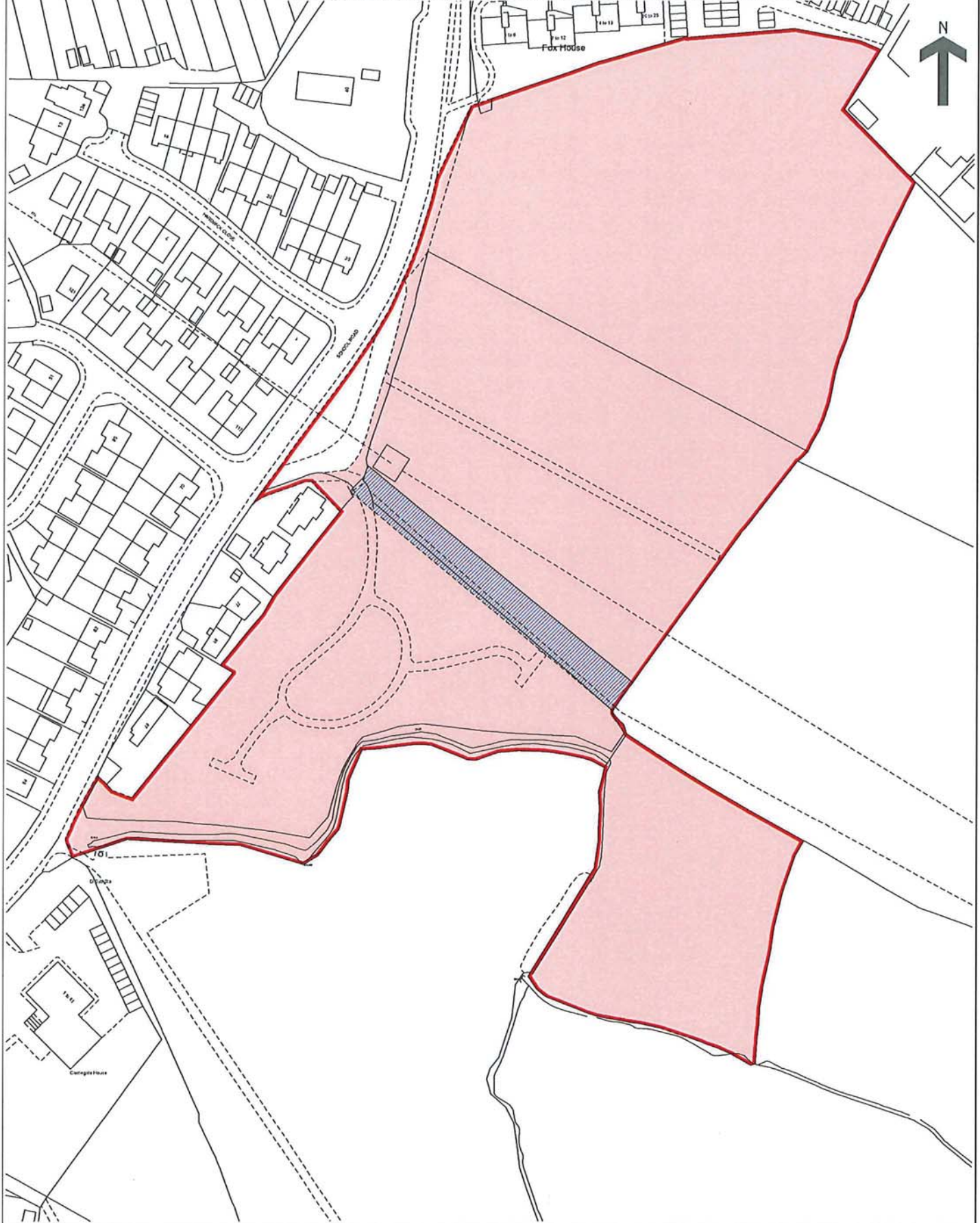


HM Land Registry  
Official copy of  
title plan

Title number BL121146  
Ordnance Survey map reference ST6271SW  
Scale 1:1250  
Administrative area City of Bristol



© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



This agreement has been entered into on the date stated at the top of page 1.

Signed for and on behalf of **HOMES  
AND COMMUNITIES AGENCY** in the  
presence of:

Gareth Blacker  
General Manager, Infrastructure  
and Complex Projects

C27255  
Gareth Blacker

Authorised Signatory:

~~Peter Wilcox~~ PW

Print Name:

~~Peter Wilcox~~ PW

Executed as a deed (but not delivered  
until the date hereof) by the affixing of  
the Common Seal of **THE CITY COUNCIL  
OF BRISTOL** in the presence of:

138703

Peter Wilcox

Authorised Officer

PETER WILCOX

C27255

Legal.202965644.18/9IR/20E0332.000821 245

GB  
BCLP

OFFICIAL

AUTHORITY FOR SEALING

.....  
Ive Jeffrey  
.....

.....  
21.11.19.....Executive

Executive Decision number .....

Dated 12/03/20 .....

Initials DB2 1 Plans.