

**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.

1.	Title number(s) out of which the property is transferred: #####
2.	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3.	<p>Property:</p> <p><b>Electricity Sub-Station at #####</b></p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: <b>coloured pink</b></p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4.	Date:
5.	<p>Transferor:</p> <p>###</p> <p><u>For UK incorporated companies/LLPs</u></p> <p>Registered number of company or limited liability partnership including any prefix:</p> <p>###</p> <p><u>For overseas companies</u></p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6.	<p>Transferee for entry in the register:</p> <p><b>Southern Electric Power Distribution plc</b></p> <p><u>For UK incorporated companies/LLPs</u></p> <p>Registered number of company or limited liability partnership including any prefix:</p> <p><b>04094290</b></p> <p><u>For overseas companies</u></p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7.	<p>Transferee's intended address(es) for service for entry in the register:</p> <p><b>No.1 Forbury Place, 43 Forbury Road, Reading RG1 3JH</b></p>

8.	The transferor transfers the property to the transferee
9.	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): <b>One pound (£1.00)</b></p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10.	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11.	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12.	<p>Additional provisions</p> <p><b><i>Definitions and Interpretation</i></b></p> <p>12.1 In this Transfer the following words and expressions shall have the following meanings:</p> <p>“<b>Access</b>” means the land shown coloured brown [and brown hatched black] on the Plan and the roads, footpaths and other areas providing access to the Property and the Easement Strip;</p> <p>“<b>Cables</b>” all electrical plant and underground electric lines (as defined in section 64 of the Electricity Act 1989) installed or to be installed along and within the Easement Strip and all appurtenant apparatus;</p> <p>“<b>Easement Strip</b>” means the strip of land shown coloured green [and brown hatched black] on the Plan[ <i>and the land [●] metres either side of the Lines</i>];</p> <p>[“<b>Environment</b>”: <i>all or any of the following media; namely air (including the air within buildings) water (including surface water, groundwater and water in drains and sewers) and land (including surface land sub-surface land and land under water) and any living organisms or ecosystems supported by those media;</i>]</p> <p>[“<b>Existing Hazardous Substances</b>”: <i>any Hazardous Substances at in on or under the Property at or prior to the date of commencement of this Transfer;</i>]</p> <p>[“<b>Hazardous Substances</b>”: <i>any natural or artificial substance (whether solid, liquid or gas) which alone or in combination with any other substance is capable of causing harm to man or is damaging to the Environment;</i>]</p> <p>[“<b>Lines</b>”: <i>all electrical plant and overhead electric lines (as defined in section 64 of the Electricity Act 1989), works, poles and stays installed or to be installed on the Retained Land shown by red lines, red dots and “T” marks on the Plan and all appurtenant apparatus;</i>]</p> <p>“<b>Plan</b>” means the plan annexed to this Transfer with drawing number ###;</p>

**“Retained Land”** means the land (excluding the Property) now comprised in the Title Number(s) in panel(s) 1 (and 2) of this Transfer and every part of it;

**“Rights”** means the rights granted in this Transfer.

- 12.2 The expressions “the Transferor” and “the Transferee” wherever the context so admits shall include their respective successors in title and all persons deriving title under the Transferor and the Transferee and the owners and occupiers for the time being of the Retained Land and where the Retained Land has been disposed of in parts be construed as comprising all the owners and occupiers for the time being of the respective parts.
- 12.3 Where any party to this Transfer comprises more than one person their obligations shall be joint and several obligations.
- 12.4 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done.

***Rights Granted for the Benefit of the Property***

- 12.5 The Transferor grants for the benefit of the Property, the right:
- 12.5.1 (for all proper purposes connected with the Property, the undertaking of the Transferee and the exercise of the Rights, with or without vehicles plant and equipment, at all reasonable times and at any time in cases of emergency) to enter onto the Retained Land and to pass and re-pass between the public highway and the Property and all parts of the Easement Strip over the Access and to park a vehicle thereon;
- 12.5.2 to lay, relay, construct, use, inspect, maintain, protect, repair, replace, renew, supplement, connect into, remove or render unusable the Cables and to break up so much of the surface of the Retained Land as is reasonably necessary from time to time for the purpose of exercising this right;
- 12.5.3 [*to erect, construct, use, inspect, maintain, protect, repair, re-erect, replace, renew, supplement, connect into, remove or render unusable the Lines and to break up so much of the surface of the Retained Land as is reasonably necessary from time to time for the purpose of exercising this right;*]
- 12.5.4 to fell, lop or cut in a proper manner all trees and shrubs standing on the Retained Land which may if not felled, lopped or cut, obstruct or interfere with the construction, maintenance or safe operation of any apparatus on the Property[, *the Lines*] or the Cables;
- 12.5.5 of shelter, protection and vertical and lateral support for the benefit of the Property and the Cables from the Retained Land;
- 12.5.6 to drain surface water from the Property on to the Retained Land into any existing drainage system.

***Restrictive Covenants by the Transferor***

- 12.6 The Transferor covenants with the Transferee to the intent that the burden of the covenants will run with and bind the Retained Land, in each case for the benefit of the Property as follows:
- 12.6.1 Not to make any alteration to the Easement Strip, nor plant any tree or shrub or erect any structure on or over the Easement Strip other than with the prior written consent (such consent not to be unreasonably withheld) and under the supervision of the Transferee;
- 12.6.2 Not to do anything that may or may be likely to cause damage to the Cables[ *or Lines*] and the Transferor shall take all reasonable precautions to prevent any damage to the

Cables[ *or Lines*];

- 12.6.3 Not to do anything (other than normal agricultural operations) whereby the support of or the cover of soil over the Cables is altered;
- 12.6.4 Not to interfere with or obstruct either the operation of or the access to the Cables[ *or Lines*];
- 12.6.5 [*Not to do anything whereby the level of the ground shall be raised so as to alter the distance between the level of the ground and the Lines, other than with the prior written consent (not to be unreasonably withheld) and under the supervision of the Transferee, and in compliance with the Electricity, Safety, Quality and Continuity Regulations 2002;*]
- 12.6.6 Not to permit any structure on the Retained Land to be within the Easement Strip or any tree or shrub to grow so as to be, or come when falling, within the Easement Strip, save in compliance with the Electricity, Safety, Quality and Continuity Regulations 2002

***Covenants by the Transferee***

- 12.7 The Transferee covenants with the Transferor as follows:
  - 12.7.1 when exercising the Rights to take reasonable precautions to avoid obstruction to or interference with the user of the Retained Land;
  - 12.7.2 whenever necessary following exercise of the Rights, to make good any physical damage it causes to the Retained Land to the reasonable satisfaction of the Transferor;
  - 12.7.3 so far as is reasonably practicable and for so long as the Cables are used for or in connection with the transmission or distribution of electricity, the Transferee shall keep the Cables in good repair, and upon abandonment of the whole or any part of the Cables the Transferee shall render them permanently safe.
  - 12.7.4 to indemnify the Transferor in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the Transferee's covenants in this Transfer.

***Dispute Resolution***

- 12.8 Any dispute arising under this Transfer shall be determined by a single expert, whose appointment is to be agreed upon between the Transferor and the Transferee or failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Royal Institution of Chartered Surveyors
- 12.9 The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the Transferor and the Transferee in such proportions as the expert shall direct

***Notices***

- 12.10 Any notices to be served under this Transfer shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925

***Other***

- 12.11 The Transferor covenants with the Transferee to indemnify the Transferee in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising out of or in connection with the matters referred to in the registers of title of the Title Number(s) in Panel(s) 1 (and 2) of this Transfer so far as they relate to the Property and/or the

exercise of the Rights.

**[Security**

12.12 *The Transferor shall at the Transferor's cost:*

12.12.1 *supply to the Transferee all access codes and keys required to unlock and open any gates or barriers on the Access and shall immediately notify the Transferee of any new codes and supply to the Transferee any new keys as necessary;*

12.12.2 *connect any electronic gates and barriers on the Access to a back-up generator to ensure such gates and barriers are operational notwithstanding any power outage and maintain, repair and replace such back-up generator;*

12.12.3 *construct and maintain the Access in accordance with the Transferee's reasonable requirements and to the Transferee's reasonable satisfaction.]*

**[Contamination**

12.13 *The Transferee will have no responsibility or liability whatsoever under this Transfer or otherwise as a result of or in respect of the presence or accumulation of any Existing Hazardous Substances at the Property or the escape or migration of any Existing Hazardous Substances from the Property at any time whether before or after the date of this Transfer and for the avoidance of doubt to the extent that this provision is inconsistent with any other provision of this Transfer then this provision will prevail and the Transferor shall indemnify the Transferee against all losses, costs and expenses, actions, proceedings, claims, demands, damages and liabilities arising from any Existing Hazardous Substances.]*

13. Execution

*[Executed as a deed by* )  
**[ENGLISH COMPANY LIMITED]** ) .....  
*on being signed by:* ) **Director**  
..... )  
*and .....]* ) .....  
**Director/Secretary**

*[Signed as a deed by* )  
**[NAME SURNAME]** )  
*in the presence of:]* ) .....

*Name of witness:* .....  
*Signature:* .....  
*Address:* .....  
.....  
*Occupation:* .....

*[Signed as a deed on behalf of* )  
**[FOREIGN COMPANY NAME]** )

*A company incorporated in [ territory ], ) .....  
 by [ full name(s) of person(s) signing ] )  
 being [a] person[s] who, in accordance with )  
 the laws of that territory, [is][are] acting under ) .....  
 the authority of the company] ) *Authorised [signatory][signatories]**

Executed as a deed by affixing the )  
 common seal of **SOUTHERN ELECTRIC** )  
**POWER DISTRIBUTION PLC** )  
 in the presence of: ) .....

Duly authorised by a resolution of the Board  
 of Directors of the Transferee pursuant to the  
 Transferee's Articles of Association

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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