

These are the notes referred to on the following official copy

Title Number HP653741

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Land Registry
Transfer of part of registered title(s)

TP1

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: HP653741
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: SH 22132 and SH 24468 (part)
3	Property: Land at Clarendon Farm, Woodcroft Lane, Lovedean, Waterlooville The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 29 September 2017
5	Transferor: Daphne Elizabeth Walder <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Derwent Developments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01899218

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<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>Citygate St James Newcastle Upon Tyne NE1 4JE</p>		
8	<p>The transferor transfers the property to the transferee</p>		
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)</p> <p>£320 000 (Three Hundred and Twenty Thousand Pound)</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> <p>The covenants for title implied by this title guarantee are varied as set out in panel 12</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>1 Definitions and interpretation</p> <p>1.1 In this transfer the following words and expressions have the following meanings</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 30%; padding: 5px;">Adjoining Land</td> <td style="padding: 5px;">the land owned by the Transferee being the whole of the land at the date of this deed registered under title number SH22132</td> </tr> </table>	Adjoining Land	the land owned by the Transferee being the whole of the land at the date of this deed registered under title number SH22132
Adjoining Land	the land owned by the Transferee being the whole of the land at the date of this deed registered under title number SH22132		

Adoption Agreement	any agreement deed or other document reasonably required in connection with the adoption of any part of the Drainage Works and/or the foul and/or surface water sewers to be laid within the Property including (but not limited to) any deed of grant of rights or wayleave agreement ancillary to such adoption
Attenuation Works	the surface water attenuation scheme required in relation to the development of the Adjoining Land including the re-profiling of the Existing Ditch construction of the Connection Ditch and Balancing Pond (including the excavation of the Balancing Pond and the removal and proper off site disposal of resulting arisings) and as shall be permitted by the Drainage Works Planning Permission or as may be permitted by and in accordance with any existing planning permission and/or any Further Planning Permission obtained by the Transferee or on its behalf and as shown on any drawings approved as part of the Necessary Consents
Balancing Pond	The proposed balancing pond to be constructed as part of the Attenuation Works approximately within the area shown coloured yellow on the Plan but with any changes to its exact position to be in accordance with the Necessary Consents and as approved by the Transferor (not to be unreasonably withheld or delayed)
Conduits	sewers drains watercourses pipes cables wires and other channels or conduits now present or installed in the future for the passage of Services
Connecting Ditch	The proposed ditch to be constructed as part of the Attenuation Works approximately in the position shown by a green line on the Plan but with any changes to its exact position to be in accordance with the Necessary Consents and as approved by the Transferor (not to be unreasonably withheld or delayed)
Drainage Land	the land adjoining the Property upon which the Attenuation Works are to be performed in the position coloured yellow, and by a green line and (inserted
Drainage Works	the Attenuation Works and the Foul Water Drainage Works
Drainage Works Planning Permission	Planning permission to be obtained by the Transferee in relation to the Drainage Works
Existing Ditch	The existing ditch adjoining the Drainage Land shown by an orange line on the Plan
Further Planning Permission	Any planning permission in addition to or in substitution of the Drainage Works Planning Permission which the Transferee may require in order to deliver foul and surface water drainage and attenuation in relation to the development of the Adjoining Land pursuant to the Planning Permission

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shown as it is included in title number (1P65374) by an orange line on the plan

Foul Water Drainage Works	The works to construct the Pumping Station the Pumping Station Access Ways foul water sewers and a rising main partly within the Property and as shall be permitted by the Drainage Works Planning Permission or as may be permitted by and in accordance with any existing planning permission and/or any Further Planning Permission obtained by the Transferee or on its behalf and as shown on any drawings approved as part of the Necessary Consents
Licence Area 1	The land shown edged blue on the Plan
Licence Area 2	The land shown edged brown on the Plan
Licence Area	The whole of or the relevant part of Licence Area 1 and/or Licence Area 2 as the context admits
Licence Notice	Written notice from the Transferee to the Transferor stipulating the date on which the Transferee intends to enter upon the Licence Area and the Drainage Land for the purpose of commencing the Drainage Works
Licence Period	The period starting on the date of service of a Licence Notice and ending on (and including) the date 3 years after the date of service of a Licence Notice
Necessary Consents	All licences certificates permissions approvals and permits needed to exercise the Rights including but not limited to (a) the Drainage Works Planning Permission and/or a Further Planning Permission (b) all technical approvals required to undertake the Drainage Works (c) any that any person having an interest in the Drainage Land or any adjoining or neighbouring property may require
Plan	the plan attached to this transfer
Planning Permission	Planning Permission for the development of the Adjoining Land issued on 5 May 2015 under reference APP/13/00804 including any variation or substitution thereof and/or any other planning permission obtained by or on behalf of the Transferee or its successors in title to the Adjoining Land
Pumping Station	The proposed pumping station to be constructed within the Property in such position as the Transferee shall agree with the Undertaker
Pumping Station Land	That part of the Property in which the Pumping Station shall be constructed
Pumping Station Access Ways	The access to the Pumping Station to be provided partly within the Adjoining Land and partly within the Property

Retained Land	The land in title number HP653741 as at the date of this transfer other than the Property
Services	water gas electricity telecommunications and foul drainage
Site Compound	A site compound and welfare and working area used by the Transferee in connection with the Drainage Works situated within Licence Area 2
Surplus Land	the Property less the Pumping Station Land
Surplus Land Deed	Any Adoption Agreement and/or any other deed entered into by the Transferee with the Undertaker in which the Transferee shall transfer the Pumping Station Land to the Undertaker and shall grant to the Undertaker all such rights over the Property relating to the future use maintenance and repair of the Pumping Station the Foul Water Drainage Works and associated Services and Conduits and including rights to use the Pumping Station Access Ways
Title Matters	the agreements covenants restrictions stipulations and other matters contained or referred to in the title registered under the title number HP653741 as at 7 July 2017 at 13 55 27
Undertaker	The statutory undertaker in relation to the Drainage Works or any of them

1 2 References to the owners of the Property and to the owners of the Adjoining Land are to the Transferee and its successors in title to the Property and the Adjoining Land and references to the owners of the Drainage Land are to the Transferor and its successors in title to the Drainage Land

1 3 References to the Property include the whole and every part of the Property and references to the Adjoining Land include the whole and every part of the Adjoining Land and references to the Drainage Land include the whole and every part of the Drainage Land

1 4 References to clauses and Schedules are to clauses and Schedules set out in this Panel 12 unless the reference is to a clause in another deed or document

2 Variation of title guarantee

2 1 The covenant for title set out in section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 is varied so that the Transferee will be responsible for the costs of complying with that covenant instead of the Transferor

3 Rights Granted to benefit the Property and the Adjoining Land

The following rights over the Drainage Land in the ownership of the Transferor are granted for the benefit of the Property and the Adjoining Land

3 1 **Services** - the right (until such time as the same is adopted) in common with the owners of the Drainage Land and those authorised by them to connect to and use any Conduits in on under or over the Drainage Land for the passage of surface water from the Adjoining Land and the Property The benefit of this right is subject to the owners of the Property and the Adjoining Land

paying to the owners of the Drainage Land a fair and proper proportion according to use of the costs of repairing maintaining replacing renewing and cleaning any of the Conduits used in common between the Property and the Adjoining Land and the Drainage Land and all of such costs so incurred in relation to any Conduits which serve only the Property or the Adjoining Land in each case pending their adoption as maintainable at the public expense

- 3 2 **Drainage Works carrying out** the right to occupy Licence Area 1 for the purposes of carrying out and completing the Drainage Works in accordance with the terms of the Licence at Schedule 1 of this transfer
- 3 3 **Drainage Works granting rights** the right to enter into any Adoption Agreement and/or Surplus Land Deed in order to satisfy the requirements of the Undertaker and the Transferor acknowledges that the Surplus Land when transferred back to the Transferor shall be subject to the provisions of any such Adoption Agreement and/or Surplus Land Deed
- 3 4 **Drainage Works use** the right to use the Drainage Works for the passage of surface water from the Property and the Adjoining Land and to make connections with any element of the Drainage Works for such purpose and following the transfer of the Surplus Land the right to use the Foul Water Drainage Works for the passage of foul water from the Property and the Adjoining Land
- 3 5 **Entry** the right for the owners of the Property and the Adjoining Land and those authorised by them to enter and remain upon only so much as is reasonably necessary of the Retained Land upon reasonable prior notice (except in case of emergency) with or without workmen, plant and equipment
- 3 5 1 1 to repair maintain replace renew clean oversize and increase capacity connect to and sever connections with any Conduits over which rights are granted by this transfer
- 3 5 1 2 to repair maintain replace renew clean oversize and increase capacity connect to and sever connections with the Drainage Works and each element of the Drainage Works over which rights are granted by this transfer
- 3 6 The rights of entry granted by this transfer are subject to the owners of the Property and the Adjoining Land
- 3 6 1 causing as little inconvenience as reasonably practicable to the owners of the Retained Land in the exercise of these rights
- 3 6 2 making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the owners of the Retained Land
- 3 6 3 paying reasonable compensation to any person affected by any damage caused by the exercise of the rights which is not capable of being made good as mentioned above
- 3 6 4 the prior obtaining of all Necessary Consents

4 Relocation of the Existing Ditch and Connecting Ditch and Balancing Pond

- (a) From time to time after the Attenuation Works have been completed the Transferor may serve a notice (**Relocation Notice**) on the Transferee requiring relocation of the Existing Ditch and/or the Connecting Ditch and/or the Balancing Pond to a reasonable alternative position on the Retained Land but the Transferor shall only be entitled to serve a Relocation Notice if planning permission and all necessary consents have first been obtained by the Transferor Upon service of the Relocation Notice the Transferor shall carry out at its own cost the required relocation specified in the Relocation Notice
- (b) The Relocation Notice given shall be of at least three months save in case of emergency when the Relocation Notice shall be given forthwith
- (c) The Transferor shall carry out the required relocation works in a proper and workmanlike manner
- (d) The Transferor shall use its reasonable endeavours to complete any required relocation works within six months of the relevant Relocation Notice and otherwise as soon as practicable
- (e) the rights granted by this Transfer shall apply to the relocation works
- (f) The parties agree that the operation of this clause 4 shall not constitute an interruption of or interference with the rights granted in clause 3 1 of this transfer

4 Rights Reserved to benefit the Retained Land

The following rights are reserved over the Property for the benefit of the Retained Land

4 1 The right for the Transferor and her successors in title and others authorised by the Transferor

- (a) to excavate form connections with and use the foul sewers to be constructed on the Property until the same may be adopted and subject to there being sufficient capacity in regard to such foul sewers and

(b) to excavate form connections with and use any Services constructed or to be constructed under the Property subject to obtaining any necessary statutory consents and

(c) an agricultural right of way over and across the Property from the Retained Land to and from the Adjoining Land and over and along the Pumping Station Access Ways and the estate roads to be constructed on the Adjoining Land and to the nearest public highway subject to

(i) the position of such right of way having first been approved by the Transferee acting reasonably and

(ii) the rights not being exercised until five years have expired from the date of this Transfer

5 Transferor's Positive Covenants

The Transferor covenants with the Transferee to observe and perform the covenants on the part of the Transferor specified in Schedule 2

6 Transferee's Positive Covenants

The Transferee covenants with the Transferor to observe and perform the covenants on the part of the Transferee specified in Schedule 3

7 Agreements and declarations

7 1 Section 62 Law of Property Act 1925 and the rule in *Wheeldon v Burrows* do not apply to this transfer and no legal or other rights are granted over the Drainage Land for the benefit of the Property or the Adjoining Land by this transfer except for those expressly granted or reserved by this transfer

7 2 The owners for the time being of the Property will not be entitled to claim the benefit of any rights of light or air over the Drainage Land This constitutes a consent for the purposes of section 3 Prescription Act 1832

7 3 The owners for the time being of the Drainage Land will not be entitled to claim the benefit of rights of light or air over the Property or the Adjoining Land This constitutes a consent for the purposes of section 3 Prescription Act 1832

7 4 The parties to this transfer do not intend that any of the terms of this transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

8 Entries on the register

The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in **clause 3 1** to be noted on the title number of the Drainage Land

9 Indemnity covenant

The Transferee covenants with the Transferor that the Transferee and its successors in title to the Property will comply with the Title Matters so far as they are enforceable and affect the Property and will indemnify the Transferor against all actions claims demands and proceedings taken or made against the Transferor and all costs damages expenses liabilities and losses incurred by the Transferor arising from their future breach

SCHEDULE 1

LICENCE TO CARRY OUT DRAINAGE WORKS

1 Grant of Licence

1 1 the Transferor gives licence to the Transferee its employees contractors sub contractors and other authorised persons to enter onto Licence Area 1 to undertake the Drainage Works on the Drainage Land during the Licence Period in accordance with the terms and provisions set out in this Schedule 1

1 2 the Transferor also gives licence to the Transferee whilst the Drainage Works are being carried out

1 2 1 to erect keep and maintain on Licence Area 2 the Site Compound and

1 2 2 subject to the prior written approval of the Transferor (not to be unreasonably withheld or delayed) as to the exact location of arisings and to the Transferee acquiring all Necessary Consents to remove and arrange for proper off site disposal of such agreed arisings from the Drainage Works

2 Before the Drainage Works are Commenced

The Transferee agrees with the Transferor

2 1 before commencing the Drainage Works or using the Site Compound

2 1 1 to obtain the Necessary Consents at its own expense and adequately erect a temporary heras fence around the Licence Area to be maintained in position until the Drainage Works have been completed and

2 1 2 on request to provide copies of the Necessary Consents to the Transferor

3 During the Drainage Works

3 1 The Transferee agrees with the Transferor

3 1 1 not to undertake the Drainage Works or use the Site Compound other than during the Licence Period and in accordance with the obligations in this Schedule 1 all Necessary Consents and the terms of all relevant statutory and regulatory requirements

3 1 2 to undertake the Drainage Works and use the Site Compound in a manner which does not cause any material nuisance damage inconvenience or annoyance to the Transferor (acting reasonably) or to any other person and to make good any such damage caused to the Licence Area quickly and to the reasonable satisfaction of

the Transferor provided that the Transferee shall not be required to reinstate any works that form part of the permanent features of the Drainage Works

- 3 1 3 to supply to the Transferor on demand all such documents information and evidence as it may reasonably require to satisfy itself that the terms of this Schedule 1 have been complied with
- 3 1 4 not to leave or store on the Licence Area any debris
- 3 1 5 during the undertaking of the Drainage Works and/or use of the Site Compound not to
 - 3 1 5 1 infringe interrupt or destroy any right easement or privilege existing as at the date of this Transfer which the Property and/or the Licence Area is subject to
 - 3 1 5 2 interrupt any Services to or from or within adjoining or neighbouring property or
 - 3 1 5 3 damage or disturb any service media within the Licence Area except as may be necessary for the purpose of carrying out the Drainage Works and then to make good any damage caused
- 3 1 6 to observe such reasonable rules and regulations as the Transferor may make and of which the Transferor shall notify the Transferee in writing governing the Transferee's access to the Licence Area Provided That any such rules and regulations shall not have the effect of preventing or delaying the carrying out of the Drainage Works
- 3 1 7 not to leave unsecured on any area of the Licence Area any trial pits or equipment which may be potentially hazardous or dangerous and to comply with any statutory health and safety requirements applicable to the Transferee's presence on the Licence Area
- 3 1 8 to ensure that the Drainage Works are undertaken by appropriately qualified and experienced personnel and that use of the Site Compound is appropriately managed
- 3 1 9 to take reasonable steps in order to prevent unauthorised access to the Licence Area
- 3 1 10 not to do or permit to be done upon the Licence Area anything which may render void or voidable any policy or policies of insurance relating to the Licence Area or make any increased premium payable in respect of such policy or policies unless the Transferee first makes payment of such increased premium
- 3 1 11 to take full responsibility for all risk liability and cost for the excavation and proper off site disposal of the arisings referred to in paragraph 1 2 2
- 3 1 12 to ensure that once the Drainage Works are commenced they are undertaken and completed promptly and with all due diligence and no undue delay

3 2 The Transferee will appoint a Competent Person pursuant to Regulation 7 of The Management of Health at Work Regulations 1999 to assist the Transferee in carrying out the necessary measures that need to be taken in order to ensure

the safety and health of any person affected by the Transferee undertaking the Drainage Works and/or using the Site Compound. The Transferee will be responsible for health, safety, environmental and security issues and will ensure that a sufficient number of competent staff are available and responsible for all health, safety and welfare matters relating to the undertaking of the drainage Works and/or use of the Site Compound.

3.3 The Transferee shall notify the Transferor immediately on the occurrence of any of the following events which arise out of or in connection with the Transferee's presence on the Licence Area:

- (a) a fatal accident to any worker or a member of the public
- (b) any injury to a member of the public requiring reporting under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time) (RIDDOR)
- (c) any dangerous occurrence as defined by RIDDOR
- (d) the service of any improvement or prohibition notice under the Health & Safety at Work etc Act 1974
- (e) any incident having health & safety implications which attracts the attention of the police and/or the media
- (f) the commencement of any criminal prosecution under the Health & Safety at Work etc Act 1974 or
- (g) any occurrence or incident of pollution.

4 **Indemnity**

The Transferee agrees with the Transferor to indemnify the Transferor and keep the Transferor indemnified against all actions, proceedings, liability claims, demands, damages, costs, losses and expenses (including without limitation any arising from personal injury to or the death of any person and any injury or damage to any property or the environment (including the release at any time of water or substances from any natural or man made structure which form part of the Drainage Works) and any condition requirement, charge or levy impact under any statutory or regulatory provision) arising out of the undertaking of the Drainage Works, the use or presence of any Drainage Works structures following completion of those works and/or use of the Site Compound and/or any breach by the Transferee of the obligations in this Schedule 1.

5 **Insurance**

The Transferee agrees with the Transferor

- 5 1 to maintain its current group insurance or any replacement group insurance in the sum of not less than £5 000 000 against any liability in respect of any injury or damage whatsoever to any person or to any property real or personal (including property of the Transferor or its tenants or other occupiers) arising out of the undertaking of the Drainage Works or use of the Site Compound by the Transferee or out of or in the course of or by reason of the breach of any statutory or common law duty by the Transferee or the negligent execution of any actions by the Transferee in relation to the Licence Area (and prior to the date of this Deed the Transferee has provided to the Transferor the Public Liability Insurance Certificate)
- 5 2 to provide to the Transferor on request reasonable evidence of the terms of the insurance policies referred to in paragraph 5 1 and the fact that the policies are in force
- 5 3 to comply with all terms and conditions imposed by the insurers of the Licence Area in respect of the undertaking of the Drainage Works and use of the Site Compound
- 5 4 to pay on demand any extra premium for insuring the Licence Area which becomes payable because of the undertaking of the Drainage Works and/or use of the Site Compound
- 5 5 immediately to give written notice to the Transferor of any circumstance which might affect or lead to a claim on any insurance policy relating to the Licence Area to the extent if at all that the Transferee is aware of the terms and conditions of any such policy

6 **Reinstatement**

- 6 1 The Transferee agrees with the Transferor prior to the expiry of the Licence Period
- 6 2 to take apart and remove all equipment used by the Transferee in connection with the carrying out of the Drainage Works and use of the Site Compound
- 6 3 to reinstate and make good the Licence Area and to restore the Licence Area to its appearance and condition immediately before the start of the Licence Period provided that the Transferee shall not be required to reinstate any permanent elements of the Drainage Works
- 6 4 to remove all debris and equipment from the Licence Area and
- 6 5 to clean the areas of the Licence Area made unclean by the undertaking of the Drainage Works and use of the Site Compound
- in each case to the reasonable satisfaction of the Transferor

7 **On going Maintenance and Responsibility**

The Transferee shall be responsible for all on going maintenance repair renewal and replacement of the Drainage Works and all costs arising out of the Drainage Works until such time as the same is transferred to and/or adopted by an undertaker or transferred to any management company

8 **Agreement and Declaration**

The parties agree and declare that

- 8 1 nothing in this Schedule 1 permits the Transferee to exercise any rights over the Licence Area other than the undertaking of the Drainage Works and use of the Site Compound
- 8 2 the Transferor grants the licence in this Schedule 1 subject to the rights of any person having an interest in the Licence Area or any adjoining or neighbouring property or any other interested persons
- 8 3 nothing contained in this Schedule 1 implies any warranty by or on behalf of the Transferor that the Drainage Works may be lawfully or safely undertaken or the Site Compound lawfully or safely used
- 8 4 nothing contained in this Schedule 1 confers on the Transferee any rights of occupation of the Licence Area other than as licensee solely for undertaking the Drainage Works and use of the Site Compound
- 8 5 the Transferor agrees not to enter and use the Licence Area at any time whilst the Drainage Works are being carried out (save only with the prior consent of the Transferee in writing)
- 8 6 this licence granted by this Schedule 1 is personal to the Transferee and to its authorised contractors and any undertaker and the Transferee shall not in any way dispose of the benefit of this licence
- 8 7 the Transferee and the Transferor do not intend that any term of this Schedule 1 shall be enforceable solely because of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party

Schedule 2- Transferor's Positive Covenants

- 1 The Transferor shall within 30 working days of the written request of the Transferee enter into any Adoption Agreement to enable the adoption or vesting of any part of the Drainage Works and/or Conduits and/or Services which may be constructed within the Drainage Land. In the event that the Transferor fails to provide a duly executed Adoption Agreement in accordance with its obligations in this paragraph 1 then the Transferor hereby appoints the Transferee as its attorney to execute any Adoption Agreement on its behalf
- 2 The Transferee shall
- 2 1 as soon as reasonably practicable and at the appropriate time supply the Transferor with a copy of the draft Adoption Agreement for its consideration
- 2 2 use its reasonable endeavours to procure that the Adoption Agreement provides that the Transferor is under no liability whatsoever arising from the Adoption Agreement or otherwise provides by separate deed to be entered into simultaneously with the Adoption Document an indemnity in favour of the Transferor in

relation to the part of the Drainage Land the subject of the Adoption Agreement from and against any and all costs expenses losses damages outgoings obligations and liabilities of whatsoever nature imposed by or arising as a result of and/or in connection with the provisions of the Adoption Agreement

2 3 procure that the Adoption Agreement is otherwise drafted on such terms as shall first have been approved by the Transferor (such approval not to be unreasonably withheld or delayed)

3 The Transferor agrees not to dispose of the freehold interest in or grant a lease for more than 7 years of the whole or any part of the Drainage Land unless at the time of such disposal the transferee or tenant to whom the disposal is made executes and delivers to the Transferee a direct deed of covenant in which the disponee covenants to observe and perform the obligations contained in this Schedule

4 The Transferor consents (and will sign an appropriate Land Registry Form RX1 application (or such other document which may from time to time replace the same) to be submitted to the Land Registry by the Transferee) to the registration of a restriction against the proprietorship register of the title number under which the Drainage Land registered in the following form

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3 of Schedule 2 of a Transfer dated [] September 2017 and made between (1) Daphne Elizabeth Walder and (2) Derwent Developments Limited have been complied with or that they do not apply to the disposition

5 The Transferee shall apply to the Land Registry to remove the restriction referred to in paragraph 4 within 30 days after the Adoption Agreement has been completed

Schedule 3 Transferee's Positive Covenants

The Transferee covenants with the Transferor that it will -

1 within one month following the adoption of the Foul Water Drainage Works notify the Transferor of the extent of the Surplus Land and provide a Land Registry compliant plan showing the extent thereof

2. within one month of the extent of the Surplus Land and the plan having been provided in accordance with paragraph 1 above transfer any and all of the Surplus Land to the Transferor for a consideration of £1 subject to the provisions of any Adoption Agreement and/or any Surplus Land Deed and *the Transferee shall pay to the Transferor her reasonable legal and surveyor's costs in relation to such transfer.*

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3. immediately apply for a restriction on the proprietorship register of the Title Number(s) under which the Property is registered in the following form:

"No transfer of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 4 of Schedule 3 to a Transfer dated [date of this Transfer] made between (1) Daphne Elizabeth Walder and (2) Derwent Developments Limited have been complied with or that they do not apply to the disposition"

4. not to transfer the Property unless the disponee executes and delivers to the Transferor a direct Deed of Covenant with the Transferor before they are registered as proprietor of the Property:-

4.1 to comply with the provisions of paragraphs 1 and 2 of this Schedule;

4.2 to immediately apply to the Land Registrar for a restriction to be entered onto the proprietorship register of the registered title in the same form as the restriction set out in paragraph 3; and

4.3 not to transfer the Property without ensuring that any transferee executes and delivers a direct Deed of Covenant with the Transferor on the terms of this paragraph 4.

5. The provisions of this Schedule shall not apply in relation to any transfer to the Undertaker of the Pumping Station Land and/or in relation to any Pumping Station Deed.

6. Use reasonable endeavours to lay install and/or construct the Pumping Station and/or all and any Services on or though the Property as close as reasonably practicable to the eastern boundary of the Property

13 Execution

SIGNED as a deed by)
DAPHNE ELIZABETH WALDER
In the presence of:-

D. Walder

[Signature]
PAUL BARBER
NEW KINGS COURT
TOLLGATE, EAST LETCH, HANTS

SIGNED as a deed by)
DERWENT DEVELOPMENTS LIMITED)
acting by a director and its secretary)
or two directors)

[Signature]

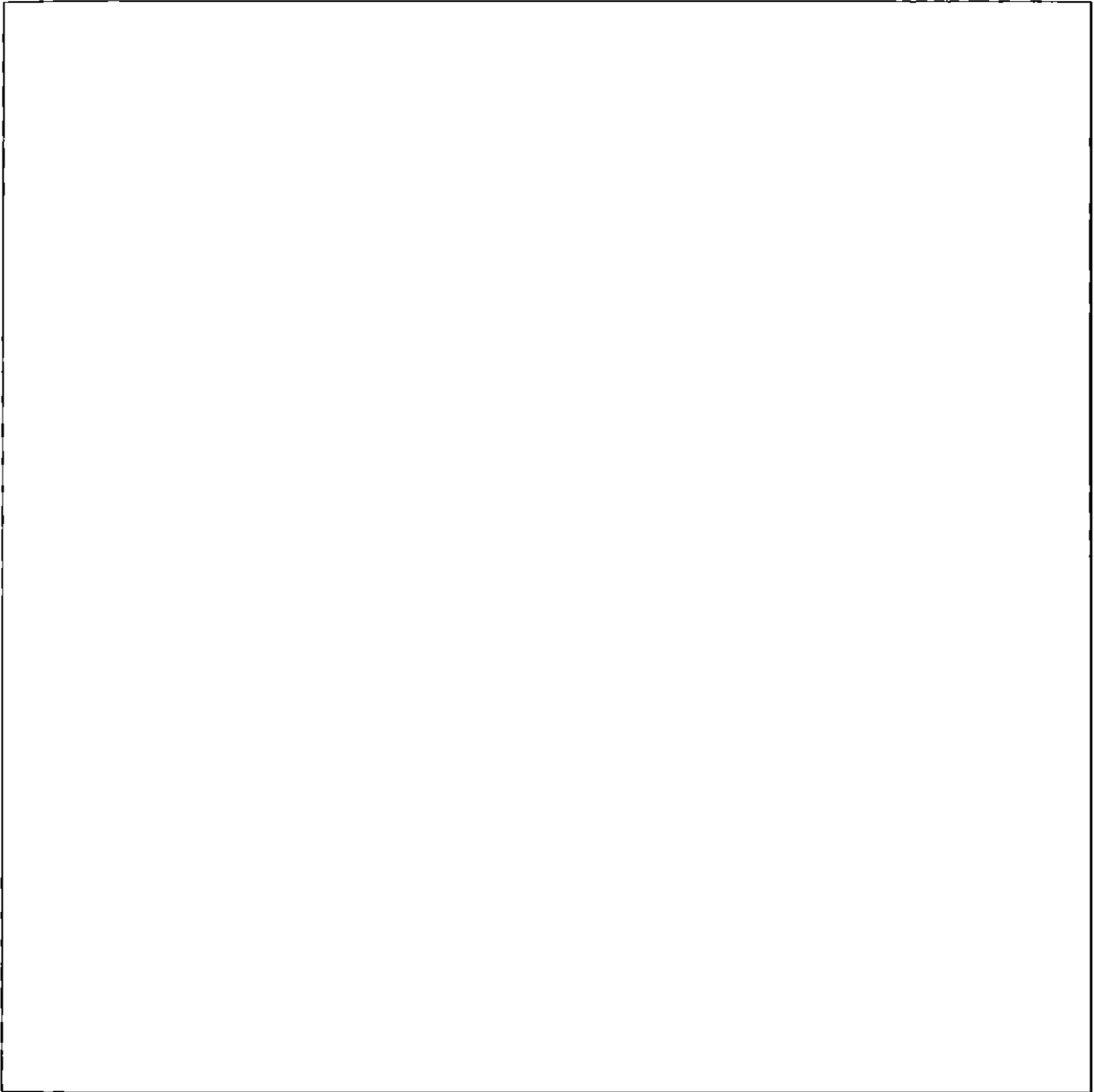
Director

~~Director/Secretary~~

Witnessed by:

[Signature]
S. WIGLEY

No. 1 LONDON BRIDGE
3RD FLOOR EAST
SE1 8BQ



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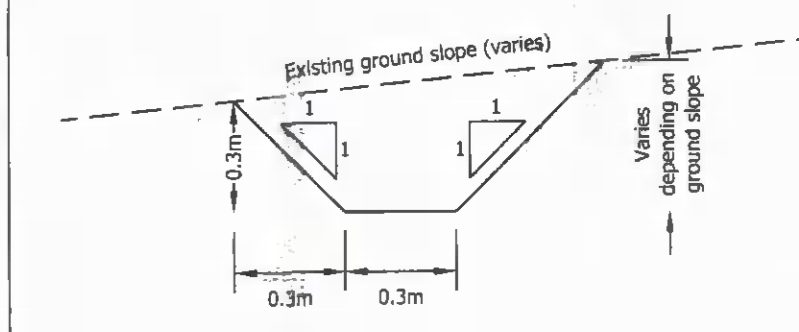
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A1 ORIGINAL

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- Key:
- Area to be transferred
 - Easement
 - Licence area
 - Compounding licence area
 - Proposed shallow ditch
 - Existing watercourse

Notes:
1. Proposals are indicative, subject to detailed design.



Proposed Indicative Ditch Cross Section (1:20)

FOR INFORMATION
NOT FOR CONSTRUCTION

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rev.	amendment	checked	date
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client **GRAINGER PLC** *S. Warden*

project **WOODCROFT FARM
HAMPSHIRE**

scale 1:1250 | drawn by **BAM** | checked by **PAS**

date **SEPTEMBER 2017** | cad file **SK_27.dwg**

title **CLARENDON FARM
TRANSFER PLAN**

drawing number **GTWCFARM/SK/27** | rev.

