

TRANSFER UNDER RULE 72

(Rule 98 or 115 Land Registration Rules 1925)

COUNTY AND DISTRICT : **HAMPSHIRE; WINCHESTER**

PROPERTY : **SOAKE POND CLARENDON FARM, DENMEAD, HAMPSHIRE**



DATE : *26th March 1994*



1. In consideration of the sum of **THIRTY THOUSAND POUNDS (£30,000.00)** the receipt whereof is hereby acknowledged **DEREK JOHN WALDER AND DAPHNE ELIZABETH WALDER** of Clarendon Farm Denmead Hampshire (hereinafter called "the Transferors") as Trustees hereby transfer to **ALAN LEONARD COSTEN** of 37 Meredith Road North End Portsmouth Hampshire **ROBERT NORMAN JOHN HENAIRE** of 25 Station Road Petworth West Sussex **RAYMOND PHILLIP HUSKISSON** of 5 Orchard Way Fontwell Arundel West Sussex and **EDWIN JOHN MATTHEWS** of 46 Station Road Petersfield Hampshire (hereinafter called "the Transferees") the trustees for the time being of the Portsmouth and District Angling Society **ALL THAT** freehold property comprising approximately 6.65 acres and known as Soake Pond Clarendon Farm Denmead Hampshire (hereinafter called "the Property") which is more particularly described in a Conveyance dated 29th September 1955 and made

between H C Whalley-Tooker (1) H Whalley-Tooker (2) and S W Hull (3) and which is shown for the purposes of identification on the plan annexed hereto (hereinafter called "the Plan") and thereon edged red

2. The Property is transferred subject to those incumbrances being any matter contained or referred to in the documents described in the First Schedule hereto (hereinafter called "the Documents")
3. The Property is sold together with the rights set out in part I of the Second Schedule hereto and sold subject to the exceptions and reservations described in part II of the Second Schedule for the benefit of the land comprised in a Deed of Gift dated 4th April 1969 and made between S W Hull (1) and D E Walder (2) except those parts transferred prior to the date hereof (hereinafter called "the Retained Land") and each and every part thereof
4. The Transferees hereby jointly and severally covenant with the Transferors as detailed in the Third Schedule hereto so as to benefit the Retained Land and each and every part thereof and to the intent that in the case of any restrictive covenant the burden of the covenant will run with and bind the Property
5. The Transferors hereby jointly and severally covenant with the Transferees for the benefit of the Property and each and every part thereof as detailed in the Fourth Schedule hereto
6. IT IS HEREBY AGREED AND DECLARED as follows:-
 - (a) the Transferees shall not by implication prescription or otherwise acquire or be entitled to any right or easement in respect of any part of the Retained Land except for the rights and easements granted in part 1 of the Second Schedule and in particular the Transferors shall be entitled to

develop the Retained Land notwithstanding that the access of light or air to the Property shall be diminished thereby

(b) unless specifically mentioned otherwise all boundary fences dividing the Property from any adjoining part of the Retained Land shall belong to the Transferees

(c) as to the rights of entry specified in part I of the Second Schedule these are subject to the persons exercising the same:-

(i) giving reasonable notice (except in the case of emergency)

(ii) causing as little damage as possible

(iii) making good to the reasonable satisfaction of any person thereby affected any damage caused

7. To afford to the Transferors and each of them a complete indemnity but for no other purpose the Transferees jointly and severally covenant with the Transferors and each of them from now on to observe and perform the obligations on the part of the Transferors (if any) contained or referred to in any of the Documents so far as they relate to the Property and are capable of being enforced and to indemnify the Transferors and each of them and their respective estates and effects against all costs claims and demands arising by reason of any failure to observe and perform them

8. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions the amount or value of the consideration for which exceeds SIXTY THOUSAND POUNDS (£60,000.00)

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written

THE FIRST SCHEDULE

29 AUG 1940	AGREEMENT	S W TARRANT (1) AND CENTRAL ELECTRICITY BOARD (2)
2 APRIL 1974	DEED	PORTSMOUTH WATER AUTHORITY
29 DEC 1961	DEED	S W HULL (1) WATERLOOVILLE HOMES LIMITED (2)
2 JAN 1962	DEED	S W HULL (1) A G R I C U L T U R A L MORTGAGE CORPORATION LIMITED (2) CENTRAL ELECTRICITY BOARD (3)
9 JULY 1993	AGREEMENT	THE TRANSFERORS (1) A L COSTEN V MOTTERSHEAD D HASTIE (2)

THE SECOND SCHEDULE

PART I

(RIGHTS GRANTED)

1. **A right for the Transferees and their successors in title to the Property and each and every part thereof and all persons authorised by them (in common with all other persons entitled to a similar right) with or without private motor vehicles and maintenance vehicles only at all times and for all purposes connected with the use enjoyment and maintenance of the Property as a fishing pond to pass and repass over the land shown coloured brown on the Plan being 15 feet wide throughout its length (hereinafter called "the Accessway") and the right to construct and surface an access track over the Accessway to such standard and in such manner as the Transferees or their successors in title shall desire**
2. **A right for the Transferees and their successors in title to the Property and each and every part thereof and all persons authorised by them (in common with all others persons entitled to a similar right) with or without plant and machinery to enter onto the Retained Land in order to inspect and maintain the ditch\watercourse shown coloured blue on the Plan (hereinafter called "the Watercourse")**
3. **A right to the free and uninterrupted use of the Watercourse and (to the extent that the Transferors can grant the same) the drain into which the Watercourse runs on the Retained Land for the purposes of draining water from the Property**

PART II

(RIGHTS RESERVED)

1. **A right to vary the route of the Accessway at the Transferors expense PROVIDED THAT in the event that the route of the Accessway is so varied the Transferors shall procure that the track comprising the new route shall be constructed and surfaced to a standard and in a manner at least as good as the construction and surfacing of the Accessway prior to such variation**
2. **A right to vary the route and\or the nature of the Watercourse PROVIDED THAT the Transferors shall ensure that the Transferees use and enjoyment of the Property shall not be materially affected thereby**

THIRD SCHEDULE

(TRANSFEREES COVENANTS)

1. **Within twelve months of the date hereof to erect at the Transferees expense and in good and workmanlike manner :-**
 - (a) **a stock-proof fence between the points marked "A" and "B" on the Plan and**
 - (b) **a five-bar field gate 15 feet wide in the approximate position of point "X" on the Plan**
2. **Within six months of the date hereof to erect at the Transferees expense and in good and workmanlike manner a stock-proof fence between the points marked "C" and "D" on the Plan and to forever after maintain the same in good and substantial repair and condition**
3. **To remove the gate serving the Accessway at the date hereof and to re-erect the same at point "Y" on the Plan and forever after maintain the same in good and substantial repair and condition**
4. **Within six months of the date hereof to erect a gate 15 feet wide at point "Z" on the Plan in a good and workmanlike manner and forever after to maintain the same in good and substantial repair and condition**
5. **Not to transfer or grant a lease of any part of the Property except to a person who has first executed a Deed expressed to be made in favour of the Transferors or the Transferors successors in title to the Retained Land by which that person covenants in the terms set out in the Third Schedule and this clause and the Transferors and the Transferees hereby apply to the Chief Land Registrar for entry of a restriction to the effect that except under an Order of the Registrar no disposition by the proprietor of the Property is to be registered unless there is furnished a Certificate by the Solicitor for the transferee or the lessee as the case may be that the transferee or lessee has covenanted in accordance with this paragraph**

FOURTH SCHEDULE

(TRANSFEREES COVENANTS)

The Transferors or their successors in title will forthwith make good to the reasonable satisfaction of the Transferees or their successors in title any damage caused to any boundary structure between the Property and the Retained Land caused by livestock on the Retained Land

**SIGNED AND DELIVERED AS A DEED
by the said DEREK JOHN WALDER
in the presence of :-**

) X
)
)

D.J. Walder

X

Witness

D. Daniels

Name

2 Woodbury Grove.

Address

Lovedean.

Occupation

Electrician.

**SIGNED AND DELIVERED AS A DEED
by the said DAPHNE ELIZABETH WALDER
in the presence of :-**

)
)
)

X D. Walder.

X

Witness

D. Daniels.

Name

2 Woodbury Grove.

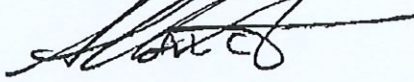
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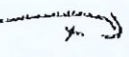


Lovedean.

Occupation


Electrician.

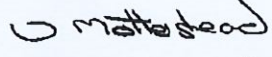
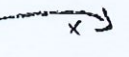
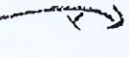

SIGNED AND DELIVERED AS A DEED
by the said ALAN LEONARD COSTEN
in the presence of:-

)
) x  x
)

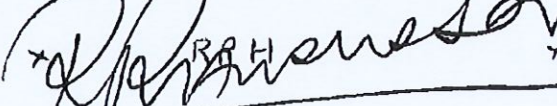
WITNESS:-
Signature  x
NAME  x V. MOTTERSHEAD (MRS)
ADDRESS  x 34 LYDNEY ROAD x
LOCKSHATCH
SOUTHAMPTON
SO3 6PY
OCCUPATION  x CHARTERED ACCOUNTANT x




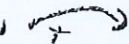
SIGNED AND DELIVERED AS A DEED
by the said ROBERT NORMAN JOHN
HENAIRE in the presence of:-

)
)  x
)


WITNESS:-
Signature  x
NAME  x Address as above x
ADDRESS  x
OCCUPATION  x

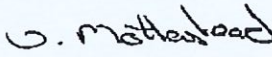
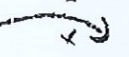


SIGNED AND DELIVERED AS A DEED
by the said RAYMOND PHILLIP
HUSKISSON in the presence of:-

)
)  x
)

WITNESS:-
Signature  x
NAME  x DETAILS AS ABOVE x
ADDRESS  x
OCCUPATION  x

SIGNED AND DELIVERED AS A DEED
by the said EDWIN JOHN MATTHEWS
in the presence of:-

)
)  x
) x EJM x

WITNESS:-
Signature  x
NAME  x DETAILS AS ABOVE x
ADDRESS  x
OCCUPATION  x

