These are the notes referred to on the following official copy

Title Number DT316678

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Transfer of part of registered title(s)

Land Registry

TP1

1. Stamp Duty

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DATED THIS 3 DAY OF March 2004
Wragge & CLP
WRAGGE & CO LLP
BIRMINGHAM, B3 2AS

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

☐ It is certified that this instrument falls within category [illegible] in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £

☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

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

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

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*
Part of Ham Farm, Gillingham, Dorset SP8 4LP

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

☒ on the attached plan and shown edged red *State reference e.g. "edged red".*

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

5. Date 24 February 2004

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

7. Transferee **for entry on the register** *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*
George Wimpey UK Limited
Company registration number 01392762
Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended **address(es) for service (including postcode) for entry on the register** *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*
George Wimpey UK Limited, St David's Court, Union Street, Wolverhampton WV1 3JE

9. **The Transferor transfers the Property to the Transferee**

DT316678

SEQ134

Photo Copy

Crown copyright (ref. LR/SC.3)

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

☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.* Three million five hundred and ninety two thousand and ten pounds and sixty three pence (£3,592,010.63)

☐ *Insert other receipt as appropriate.*

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

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

☒ full title guarantee ☐ limited title guarantee

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

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

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

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

13. Additional provisions

Use this panel for:

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions.*

The prescribed subheadings may be added to, amended, repositioned or omitted.

13.1 Definitions

" Affordable Housing" means housings which by nature of its price or tenure is available or is to be offered for sale (either freehold or leasehold or a combination of both) at a consideration which is less than full open market value (due to the restrictions on tenure or the terms of availability) including (without prejudice to the generality of the above) housing being offered (either freehold or leasehold or a combination of both) through a Housing Association

"Footpath Order" means the North Dorset Footpath Nos 33 and 35 at Gillingham Dorset Public Path Diversion Order 2003

"Plan" means the plan annexed hereto and entitled "Land Transfer Plan"

"Retained Land" means the remainder of the Transferor's land situate at Ham Farm, Gillingham, Dorset, SP8 4LP and shown edged blue on the supplemental plan attached

"Services" means gas water electricity and foul and surface water drainage and telephone communications

"Service Pipes" means all conduits channels watercourses drains sewers pipes cables and wires for the passage of the Services

"Perpetuity Period" means eighty years from the date hereof

"Infrastructure Works" means the following works or requirements

(a) any road improvements necessary to implement planning permission 2/2000/0598 including (but not limited to) all embankments visibility splays verges footpaths noise attenuation measures and associated drainage works .

(b) any necessary off-site improvements to the public foul and surface water drainage system to serve the development of the Property

(c) any work or requirement to make reasonable and proper payments in respect of supplying other necessary services to the boundaries of the Property

(d) the acquisition of any land or easements necessary in conjunction with the works in paragraphs (a) - (c) above

(e) the construction of any spine road or main distributor road providing access to the Property but only including that part to which no direct access is permitted from any dwellings to be constructed on the Property

but specifically excluding the following:

(i) the construction of estate roads to which any dwelling or other building has direct access

(ii) the provision of services to individual dwellings and other buildings which are directly attributable to the construction of those dwellings or buildings

(iii) the provision of land for Affordable Housing

(iv) any development costs already taken into account in the calculation of the Purchase Price

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"Valuer" means a member of the Royal Institution of Chartered Surveyors experienced in the valuation of land similar to the Property with at least 10 years relevant experience
"Planning Agreement" means the Agreement dated 11 November 2002 made pursuant to Section 106 of the Town and Country Planning Act 1990 and to Section 111 of the Local Government Act 1972 and made between North Dorset District Council (1) the County Council (2) George Wimpey UK Limited (3) and John Overton and Neil Overton (4)
"Planning Obligation" means either
(a) any Agreement under Section 106 of the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) or such other powers as the Local Planning Authority may have or
(b) an Undertaking pursuant to Section 12 of the Planning and Compensation Act 1991
(c) any Agreement under Section 104 of the Water Industry Act 1991
(d) any Agreement under Section 38 and 278 of the Highways Act 1980
"Landscaping Strip" means the strip of land twenty metres in width shown edged green on the Plan
13.2 Additional Payments
(a)
(i) in addition to the Purchase Price the Transferee covenants to pay the Additional Payment (as hereinafter defined) on any occasion or occasions hereinafter described and nothing herein shall prevent more than one payment by the Transferee to the Transferor becoming due hereunder
(ii) the occasion or occasions for the payment of the Additional Payment shall be whenever and as often as there shall be obtained in respect of the whole or any part or parts of the Property a planning permission for the development of the same under the terms of the Planning Act for a purpose other than for residential and ancillary development as permitted by planning permission 2/2000/0598 ("a qualifying planning permission")
(iii) the Additional Payment shall be the difference between:
(A) the Development Value (as hereinafter defined) of the part of the Property which enjoys the benefit of a qualifying planning permission and
(B) the Development Value at that date of the same part of the Property with the benefit of its then existing planning permission multiplied by the Percentage (as hereinafter defined)
(iv) the Percentage shall be 87.5%
(v) if the Transferee wishes to sell lease or otherwise dispose of the Property or any part thereof (except in relation to any residential units constructed thereon in which case the provisions of this Paragraph shall not apply) before a qualifying planning permission in respect of the part to be sold let or disposed of shall have been obtained the Transferee or any successor in title shall procure that any purchaser tenant or disponee from it or them shall first enter into a direct covenant with the Transferor or his successors in title in such reasonable form as may be stipulated by the Transferor to observe and perform the covenants contained in this Paragraph provided that this covenant shall not apply so as to affect or bind any part of the Property which is to be transferred to any local authority (including any Parish or Town Council) pursuant to the Planning Agreement.
(vi) the Transferor shall have full right and power to assign and otherwise to deal with his share in the Additional Payment to the full extent allowed by law and references to the Transferor shall include not only the Transferor but also his executors and heirs
(vii) the Development Value of the Property shall mean the price for which such part of the Property as has the benefit of a qualifying planning permission would or might reasonably have been expected to sell or be disposed of on the open market on a date immediately following the formal grant of such qualifying planning permission such sale or disposition being with vacant possession by a willing vendor to a willing purchaser with the benefit of the then current planning permission under a sale at arms length subject to any matters to which the property or part thereof agreed to be sold is now being sold and on the supposition (if not a fact) that all such matters have been performed and assuming a reasonable period to negotiate the sale taking account of the nature of the property and the state of the market and that values remain static throughout such period and that such property is being freely exposed on the open market and on the assumption that the land concerned has the benefit of all necessary services and connections and means of access up to its boundary
(viii) for the avoidance of doubt it is agreed that in the event of any part of the Property being required to be used as open space amenity or play area education use or any other specific use other than residential development but payment for the same subsequently being made the provisions of this clause will apply mutatis mutandis save that the Additional Payment to be made to the Transferor in those circumstances shall be the price paid to the Transferee for such part of the Property multiplied by 87.5%
(b) the obligations imposed on the Transferee and the covenants given by it pursuant to this Paragraph 13.2 shall apply for the period of 10 years from the date hereof which shall be the perpetuity period applicable hereto Provided however that the provisions of this Paragraph 13.2 shall cease to apply to any part of the Property which forms the site and curtilage of a completed dwelling house or any electricity substation gas governor or pumping station of a size which accords with that shown on plans previously approved by the Transferor and which reflects the planning permission in force upon completion of this transfer or any lease for more than 50 years relating to the same
(c) immediately following the grant of a qualifying planning permission the Transferor and the Transferee shall seek to agree the Development Value of the Property or the part thereof which enjoys the benefit of a qualifying planning permission and in the event of agreement not having been reached within the period of one month following the grant of the qualifying planning permission the question shall be referred to the Valuer and the Valuer shall give the parties an opportunity to make representations to him before making his decision
(d) any payments due to be made pursuant to this Paragraph 13.2 shall be made within 2 months of the occasion or occasions specified in Paragraph 13.2(a)(i) hereof and any payment not made within this period shall carry interest at the rate of 4% per annum above the Base Rate of National Westminster Bank plc from time to time prevailing as well after as before judgment from the said occasion to the date of actual payment
(e) should any dispute arise as to the calculation of the Additional Payment or any point arise as to the interpretation of any part of the clauses contained herein (save for points of law) the question shall be referred for determination to the Valuer
(f) the Transferor and the Transferee hereby apply to the Chief Land Registrar at Land Registry to enter in the Register such of the said covenants conditions and other matters as are capable of registration and for a restriction to be entered in the Proprietorship Register of

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title number (here will be entered the title number of the property hereby conveyed) in the following form:

"No disposition of the registered estate, other than a transfer to any local authority (including any Parish or Town Council) or a disposition of a completed dwelling house or residential unit or electricity substation gas governor or pumping station, by the proprietor of the registered estate is to be registered without a certificate signed by the solicitors to John Overton and Neil John Overton or their successors in title that the terms of the covenants contained in clause 13.2 of the Transfer dated [ ] and referred to in the [ ] register have been complied with"

13.3 Rights reserved for the benefit of the Retained Land

(1) The right to enter upon the Property upon prior written notice (except in the case of emergency) for the purpose of constructing repairing maintaining and renewing any boundary wall fence or other construction between the Property and the Retained Land causing as little inconvenience to the Transferee as possible and as soon as practicable making good to the reasonable satisfaction of the Transferee any damage thereby caused to the Property or to any buildings now or later on it

(2) The right to the free and uninterrupted passage and running of Services from and to the Retained Land or to any buildings now or during the Perpetuity Period erected thereon and along all Service Pipes which are now or which may hereafter during the Perpetuity Period be in on over or under the Property provided including the right to lay or install or enlarge any Service Pipes in such position and manner as may be required by and subject to the requirements of any appropriate statutory authority for the time being in force
(a) the Transferee shall be entitled at its cost to alter the route of any Service Pipes from time to time on the Property so long as the flow is not materially interrupted or diminished and
(b) the Transferor shall contribute a reasonable proportion of the cost of repairing maintaining and any renewing Service Pipes in on over or under the Property and used by the Retained Land until such time as the same shall be adopted

(3) The right to connect to and use all Service Pipes now or during the Perpetuity Period to be provided in on over or under the Property for the benefit of the Retained Land and any buildings now or during the Perpetuity Period erected thereon for the passage of Services to the same including the right to lay or install or enlarge any Service Pipes in such position and manner as may be required by and subject to the requirements of any appropriate statutory authority for the time being in force provided
(a) in the case of a connection reasonable prior notice shall be given before any entry on the Property and prior approval shall be obtained (not to be unreasonably withheld or delayed) from the Transferee to the position of the connection
(b) as little inconvenience as possible shall be caused to the Transferee and any damage caused to the Property or any buildings now or later on it shall be made good as soon as practicable to the reasonable satisfaction of the Transferee
(c) the Transferee shall be entitled to alter the route of such Service Pipes from time to time at its cost so long as the exercise of such right is not materially interrupted or diminished

(4) The right to enter upon the Property upon prior written notice (except in the case of emergency) now or within the Perpetuity Period for the purposes of cleansing inspecting maintaining repairing renewing the Service Pipes together with the right to bring on the Property all plant equipment and machinery as may be necessary for the purposes of cleansing inspecting maintaining repairing and renewing all Service Pipes doing as little damage as possible to the Property or any buildings now or later on it and as soon as practicable making good the same to the reasonable satisfaction of the Transferee

(5) For the purpose of gaining access to or egress from the Retained Land to the public highway the right at all times to pass and repass on foot over any footpaths and on foot or with vehicles over any roadways and the right to connect to any roadways and footpaths which are now or which may be constructed on the Property during the Perpetuity Period and create or construct or upgrade or extend any such roadways and carry out any such ancillary works as may be required by the local planning authority and /or the highway authority or any other statutory body responsible for such matters from time to time and for those purposes a right to remove all or any part of any fence or boundary structure erected on the boundary between the Property and the Retained Land provided
(a) in the case of a connection reasonable prior notice shall be given before any entry on the Property and prior approval shall be obtained (not to be unreasonably withheld or delayed) from the Transferee to the position of the connection
(b) as little inconvenience as possible shall be caused to the Transferee and any damage caused to the Property (other than the site of the works in question) or any buildings now or later on it shall be made good as soon as practicable to the reasonable satisfaction of the Transferee
(c) from time to time at their cost so long as the exercise of such right is not materially interrupted or diminished the Transferee shall be entitled to alter the route of such roadways or footpaths

(6) The right to enter upon the Property for the purpose of constructing any necessary visibility splays serving the estate roads to be constructed on the Retained Land within the Perpetuity Period and thereafter the full and free right and liberty to retain the same free from obstruction and it is agreed that the Transferee will if required to do so at the expense of the Transferor enter into the appropriate agreements for the purposes of dedicating such visibility splays to the local highway authority Provided that reasonable accommodation works shall be carried out at the expense of the person exercising this right

(7) The right without obtaining the consent of or making any compensation to the Transferee or other the owner or occupier for the time being of the Property to deal in any manner whatsoever with the Retained Land and any part or parts thereof and to erect or maintain or permit or suffer to be erected and maintained on the Retained Land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any times hereof be enjoyed for or in respect of the Property or of any building for the time being thereon

(8) The right at any time during the Perpetuity Period in the event of the Transferee failing to comply with the provisions of paragraph 1 of clause 13.4 to enter upon the Property with or without workmen tools and equipment to construct on the Property the Service Pipes

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and the distributor road or spine road and any other Infrastructure Works therein mentioned the position of such to be as the Transferee may reasonably require and the reasonable cost of such construction to be reimbursed by the Transferee to the Transferor within 28 days of proper evidence of such costs as have been incurred being supplied to the Transferee and in the event of the failure of the Transferee to pay any such sum within the 28 days of demand or such evidence being provided whichever shall be the later the same shall bear interest at 4% above National Westminster Bank plc base rate from time to time

(9) The rights referred to in paragraphs (1) to (8) shall not apply so as to affect or bind any part of the Property which is to be transferred to any local authority (including any Parish or Town Council) pursuant to the Planning Agreement

13.4 Covenants by the Transferee

The Transferee hereby covenants with the Transferor subject to paragraph 13.4(6):

(1) That the Transferee shall as part of the development of the Property complete the construction of the Service Pipes and the distributor road or spine road and any other Infrastructure Works required pursuant to planning permission 2/2000/0598 (in accordance with the provisions thereof) within 15 months of the date hereof to service the Retained Land and will arrange if permitted by planning permission 2/2000/0598 for the same to be laid to the boundary of the Retained Land or to such point adjacent thereto as shall be possible and will arrange for the connection of the Retained Land to such facilities in accordance with the requirements of the relevant statutory authority having authority in that regard and the reasonable requirements of the Transferor and will construct the same to adoptable standards and thereafter maintain them until such time as the same are adopted (which the Transferee will procure as soon as practicable)

(2) To reimburse the Transferor the costs reasonably incurred by him in providing services to the Retained Land and providing access to the Retained Land in the event of the Transferee failing to comply with the covenants on its part contained in paragraph (1) above and if the amount of the said costs shall not be reimbursed to the Transferor within 21 days of demand to pay interest thereon from the date of demand to the date of payment at 4% above National Westminster Bank plc base lending rate from time to time

(3) That in carrying out any of the works specified in paragraph 1 above to do so in a good and workmanlike manner with good quality materials (not using any deleterious substances or materials) to the reasonable satisfaction of the relevant authorities and to keep the Transferor indemnified against all liabilities arising (whether directly or indirectly) as a result of the exercise of the rights granted for the benefit of the Property, as detailed in clause 13.6 below.

(4) That the Transferee to the intent and so as to benefit and protect the Retained Land and each and every part thereof and to bind (so far as may be) the Property and each and every part thereof into whatever hands the same may come for itself and its successors in title covenants:
(a) not to dispose of the Property without first having procured that the purchaser thereof shall enter into a deed with the Transferor to covenant mutatis mutandis in the terms of the foregoing covenants
(b) not to assign transfer lease or otherwise dispose of the whole of any part of the Property in respect of which the Additional Payments obligations remain outstanding without procuring that the assignee transferee or other disponee shall first have delivered a duly perfected covenant to the Transferor or his successors in title in a form to be approved by him (such approval not to be unreasonably withheld) to observe and perform the Additional Payments obligations insofar as the same remain applicable
(c) not to pass discharge or drain or suffer to be passed discharged or drained from the Property onto the Retained Land any effluent or other substance or surface water from the Property save as expressly hereby permitted
(d) not to do or permit anything to be done whereby the Service Pipes situated on or over the Property which serve the Retained Land are blocked obstructed or otherwise made unavailable for use or whereby the present level of supply to or from the Retained Land is interfered with or prejudiced
(e) not seek to claim any additional payment from the Transferor as a condition of allowing him or his successors in title to connect into such accessways or Service Pipes nor to take any other steps the effect of which would be either to result in the Retained Land being landlocked or a ransom strip created

(5) To carry out the works referred to at paragraph 2 of the Footpath Diversion Order.

(6) The covenants referred to in paragraphs (1) to (5) shall not apply so as to affect or bind that part of the Property which is to be transferred to any local authority (including and Parish or Town Council) pursuant to the Planning Agreement).

(7) The Transferee will at its own expense within 28 days after the date hereof construct a stockproof fence to a specification reasonably requested by the Transferor on any boundary between the Property and the Retained Land and shall forever after maintain the same in a good sound and stockproof state of repair save that in relation to that part of the boundary between the Property and the Retained Land which abuts the Landscaping Strip the stockproof fence shall instead be constructed in the position referred to in clause 13.6(8)(d)

(8) in the event of any part of the Development Contribution as defined in the Planning Agreement being returned to the Transferee pursuant to the provisions of Schedule 4 of the Planning Agreement the Transferee shall forthwith play 87.5% of any monies received to the Transferor and any monies not paid within 14 days shall bear interest from the due date to the date of actual payment at 4% per annum above the base rate of National Westminster Bank Plc from time to time prevailing calculated on a daily basis (as well after as before any judgment)

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13.5 Agreement and Declaration

It is hereby agreed and declared that nothing herein contained shall by implication of law or otherwise confer upon the Transferee any easement right or privilege whatsoever over or in respect of the Retained Land which might restrict or prejudice or affect its use for building or any other purpose and the Transferee shall not be entitled to any right of way drainage or other easements which may be implied under Section 62 of the Law of Property Act 1925 or the doctrine of Wheeldon v Burrows

13.6 Rights granted for the benefit of the Property

(1) The right to enter upon the Retained Land upon prior written notice (except in the case of emergency) for the purpose of constructing repairing maintaining and renewing any boundary wall fence or other construction between the Retained Land and the Property causing as little inconvenience to the Transferor as possible and as soon as practicable making good to the reasonable satisfaction of the Transferor any damage thereby caused to the Retained Land or to any buildings now or later on it

(2) The right to the free and uninterrupted passage and running of Services from and to the Property or to any buildings now or during the Perpetuity Period erected thereon along all Service Pipes which are now or which may hereafter during the Perpetuity Period be in on over or under the Retained Land provided including the right to lay or install or enlarge any Service Pipes in such position and manner as may be required by and subject to the requirements of any appropriate statutory authority for the time being in force
(a) the Transferor shall be entitled at its cost to alter the route of any Service Pipes from time to time on the Retained Land so long as the flow is not materially interrupted or diminished and
(b) the Transferee shall contribute a reasonable proportion of the cost of repairing maintaining and renewing Service Pipes in on over or under the Retained Land and used by the Property until such time as the same shall be adopted

(3) The right to connect to and use all Service Pipes now or during the Perpetuity Period to be provided in on over or under the Retained Land for the benefit of the Property and any buildings now or during the Perpetuity Period erected thereon for the passage of Services to the same including the right to lay or install or enlarge any Service Pipes in such position and manner as may be required by and subject to the requirements of any appropriate statutory authority for the time being in force provided
(a) in the case of a connection reasonable prior notice shall be given before any entry on the Retained Land and prior approval shall be obtained (not to be unreasonably withheld or delayed) from the Transferor to the position of the connection
(b) as little inconvenience as possible shall be caused to the Transferor and any damage caused to the Retained Land or any buildings now or later on it shall be made good as soon as practicable to the reasonable satisfaction of the Transferor
(c) the Transferor shall be entitled to alter the route of such Service Pipes from time to time at its cost so long as the exercise of such right is not materially interrupted or diminished

(4) The right to enter upon the Retained Land upon prior written notice (except in the case of emergency) now or within the Perpetuity Period for the purposes of cleansing inspecting maintaining repairing renewing the Service Pipes together with the right to bring on the Retained Land all plant equipment and machinery as may be necessary for the purposes of cleansing inspecting maintaining repairing renewing all Service Pipes doing as little damage as possible to the Retained Land or any buildings now or later on it and as soon as practicable making good the same to the reasonable satisfaction of the Transferor

(5) For the purpose of gaining access to or egress from the Property to the public highway the right at all times to pass and repass on foot over any footpaths and on foot or with vehicles over any roadways and the right to connect to any roadways and footpaths which are now or which may be constructed on the Retained Land during the Perpetuity Period and create or construct or upgrade or extend any such roadways and carry out any such ancillary works as may be required by the local planning authority and /or the highway authority or any other statutory body responsible for such matters from time to time and for those purposes a right to remove all or any part of any fence or boundary structure erected on the boundary between the Retained Land and the Property provided
(a) in the case of a connection reasonable prior notice shall be given before any entry on the Retained Land and prior approval shall be obtained (not to be unreasonably withheld or delayed) from the Transferor to the position of the connection
(b) as little inconvenience as possible shall be caused to the Transferor and any damage caused to the Retained Land (other than the site of the works in question) or any buildings now or later on it shall be made good as soon as practicable to the reasonable satisfaction of the Transferor
(c) from time to time at their cost so long as the exercise of such right is not materially interrupted or diminished the Transferor shall be entitled to alter the route of such roadways or footpaths

(6) The right to enter upon the Retained Land for the purpose of constructing any necessary visibility splays serving the estate roads to be constructed on the Retained Land within the Perpetuity Period and thereafter the full and free right and liberty to retain the same free from obstruction and it is agreed that the Transferor will if required to do so at the expense of the Transferee enter into the appropriate agreements for the purposes of dedicating such visibility splays to the local highway authority Provided that reasonable accommodation works shall be carried out at the expense of the person exercising this right

(7) The right at any time during the Perpetuity Period to enter upon the Retained Land with or without workmen tools and equipment to construct on the Retained Land such Service Pipes to serve the Property the position of such to be as the Transferor may reasonably require provided:
(a) reasonable prior notice shall be given before any entry on the Retained Land and prior approval shall be obtained (not to be unreasonably withheld or delayed) from the Transferor to the position of the Service Pipes
(b) as little inconvenience as possible shall be caused to the Transferor and any damage caused to the Retained Land or any buildings now or later on it shall be made good as soon as practicable to the reasonable satisfaction of the Transferor or if it is not possible to make

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good the damage caused compensation shall be paid
(c) the Transferor shall be entitled to alter the route of such Service Pipes from time to time at their cost so long as the exercise of such right is not materially interrupted or diminished

(8) The right at all reasonable times during daylight hours and on reasonable prior notice to enter upon the Retained Land with or without workmen vehicles tools and equipment to
(a) carry out/replace and maintain all landscaping works required by planning permission 2/2000/0598 within the Landscaping Strip
(b) subject to obtaining any necessary planning permission, erect a building within the Landscaping Strip to serve as a bat roost
(c) erect and replace and/or maintain a newt-fence within or adjacent to the Landscaping Strip to such specification as may be required by planning permission 2/2000/0598 or to meet the requirements of English Nature
(d) erect a stock proof fence to a specification reasonably required by the Transferor at the edge of the Landscaping Strip if practicable and otherwise within a strip of land one half metre in width adjacent to the Landscaping Strip
(e) carry out works to provide for the temporary diversion of footpath FP33
(f) carry out the works referred to at paragraph 2 of the Footpath Diversion Order
(f) erect and replace and/or maintain two owl boxes within the Landscaping Strip
and thereafter to maintain such works, building, fences and boxes

subject in each case to the Transferee causing as little damage as possible in exercising such rights and making good as soon as reasonably practicable any damage caused to the reasonable satisfaction of the Transferor or paying compensation when such damage cannot be made good.

13.7

The Property is sold subject to the rights reserved by a Conveyance dated 27th March 1956 made between (1) Henry John Hine and Edward Charles Hine and (2) Lorna Phoebe Overton and John Overton and subject to the provisions of a Deed of Grant dated 9th February 2001 and made between John Overton and EE Overton (1) and the Transferee (2) and the provisions of the Footpath Order and the Planning Agreement

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

Signed as a deed by **JOHN OVERTON** in the presence of:

Sign here

Signature of witness
Name (in BLOCK CAPITALS) ANN KATHLEEN SHENTON
Address STABLE 3 THE MALTHOUSE BAY ROAD GILLINGHAM DORSET SP8 4EW
Occupation Retired

Signed as a deed by **NEIL JOHN OVERTON** in the presence of:

Sign here

Signature of witness
Name (in BLOCK CAPITALS) ANN KATHLEEN SHENTON
Address STABLE 3 THE MALTHOUSE BAY ROAD GILLINGHAM DORSET SP8 4EW
Occupation Retired

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Supplemental plan

Ham

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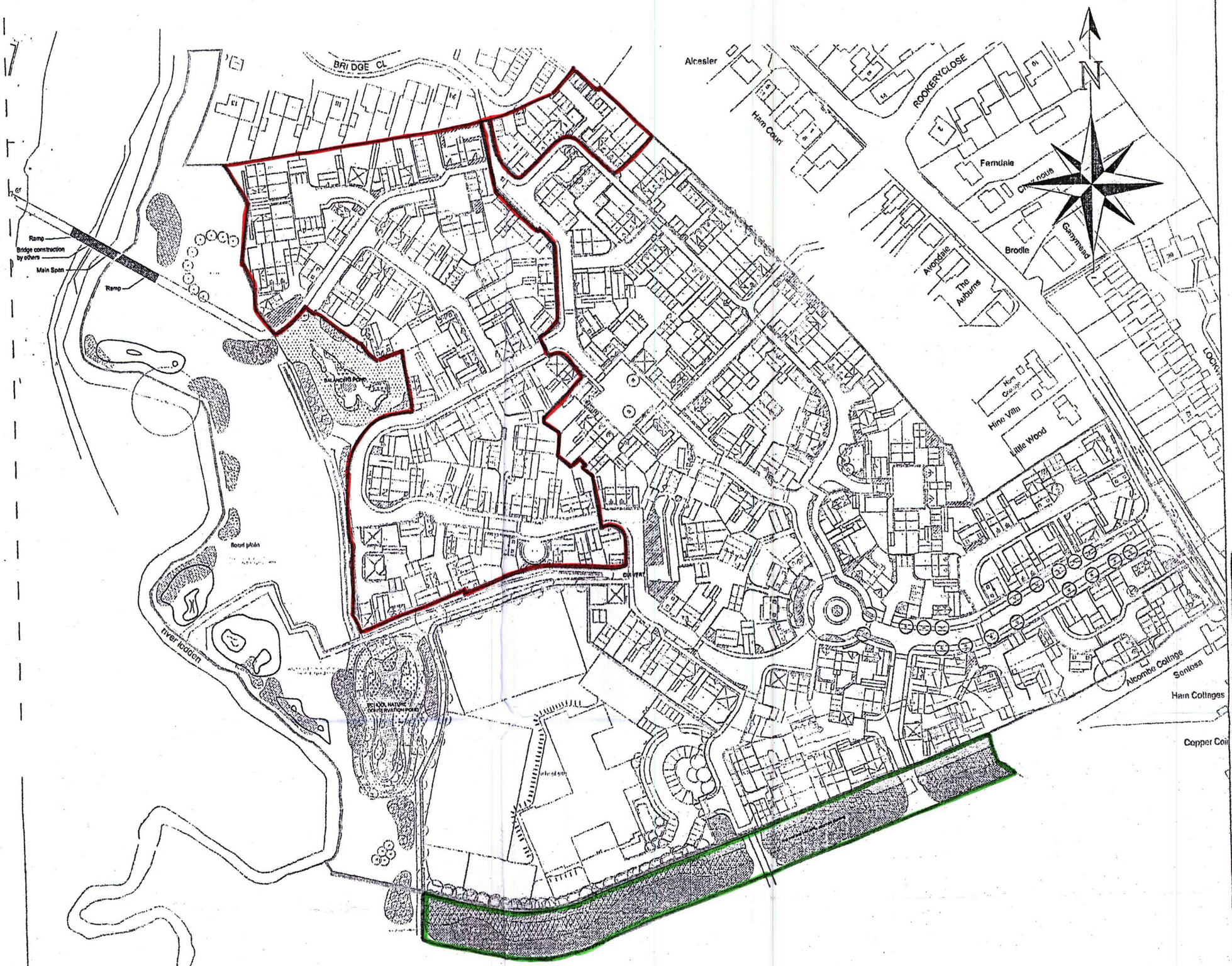
Scale 1:2500

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PLAN



REV	DATE	DRAWN	DESCRIPTION	ARCH CHECK	ENG CHECK

PROJECT HAM FARM
GILLINGHAM

TITLE
LAND TRANSFER PLAN

George Wimpey

George Wimpey Bristol Ltd.
600 Park Avenue, Aztec West,
Almondsbury, Bristol, BS32 4SD.
NHBC REG NO 76463

DRN BY	SCALE	LAND CODE	DRAWING NUMBER	REV
KIH	1:1250	0183	LT 01	.
DATE 12/02/03				

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