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HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1997

TRANSFER OF PART



County : Kent - Ashford
Title Numbers : K429310 and K266215
Property : Land at Parker Farm Ham Street
Date : 22nd August

1997

1. Parties

- 1.1 The First Transferor : David Murdoch and Audrey Marian Murdoch of Parker Farm Ham Street Ashford Kent
- 1.2 The Second Transferor : David Murdoch aforesaid
- 1.3 The Transferee : Philip Waddell Collick of Hampden Farm, Ruckinge, Ashford, Kent, Robin Archibald Pelham Collick of Morness, Ruckinge, Ashford, Kent and Peter Collick of Little Butts, Ruckinge, Ashford, Kent

2. Definitions and Interpretations

2.1 Within this deed the following words shall have the following meanings:-

- 2.1.1 The Accessway : The accessway shown for identification only coloured brown on the Plan
- 2.1.2 The Plan : The plan marked A annexed hereto
- 2.1.3 Parker Farm : Parker Farm Ham Street Ashford Kent as the same is shown edged green on the Plan being part of the land in Title Number K266215 and part of the land in Title Number K429310
- 2.1.4 The Property : Part of Parker Farm as the same is shown edged blue on the plan
- 2.1.5 The Retained Land : The land comprised in the above titles other than Parker Farm



K777546



SEQ24



P. QUALITY

- 2.1.6 ^M [The Services : The transmission of electricity water gas sewerage telephonic and information communications
- 2.1.7 The Service Installations : All drains channels sewers flues conduits conducts pipes wires cables watercourses gutters culverts soakaways outflows and other conducting media and installations and all fixings louvres cowls covers and other ancillary apparatus
- 2.1.8 The Specified Period : 80 years from the date of this transfer ^N
- 2.1.9 The 1994 Act : The Law of Property (Miscellaneous Provisions) Act 1994

2.2 In this deed where the context so admits:-

- 2.2.1 the expressions "the First Transferor" "the Second Transferor" and "the Transferee" shall be deemed to include their successors in title
- 2.2.2 ^{MM} [the expression "the Transferor" shall be deemed to include the First Transferor and the Second Transferor or either one of them (as appropriate) ^{NNN}
- 2.2.3 words importing one gender shall be construed as importing any other gender
- 2.2.4 words importing the singular shall be construed as importing the plural and vice versa
- 2.2.5 where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons
- 2.2.6 references to persons shall include bodies corporate
- 2.2.7 references in this transfer to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this transfer
- 2.2.8 references to a specific statute include (in the absence of any provision in the contrary in this transfer) any statutory extension modification amendment or re-enactment of that statute and any regulations or orders made under it
- 2.2.9 the expressions "the Property" and "the Retained Land" include the whole or any part

or parts thereof

- 2.3 The clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation

3. Transfer

- 3.1 In consideration of one hundred and seventy thousand pounds (£170,000.00) paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) the Transferor with full title guarantee subject to the provisions of Clause 4 hereby transfers to the Transferee the Property ^A [TOGETHER WITH the rights set out in Schedule 1] ^{B E} [EXCEPTING AND RESERVING unto the Transferor the rights and easements set out in Schedule 2]

- ^{omit} 3.2 In so far as the rights and easements set out in Schedule 2 are not capable of being excepted and reserved unto the Transferor the Transferee hereby grants unto the Transferor the rights and easements set out in Schedule 2 TO HOLD unto the Transferor in fee simple ^H [SUBJECT TO and with the benefit of the rights and easements granted and/or reserved in respect of those parts of Parker Farm contained in the several transfers specified in Schedule 5 which transfers were made pursuant to Agreements dated 25 July 1997 between the parties to the said transfers.]

4. Implied Covenants for Title

- 4.1 For the purposes of Section 6(2)(a) of the 1994 Act:-
- 4.1.1 all matters now recorded in registers open to public inspection (including without limitation the registers at HM Land Registry) and evident or ascertainable from the above mentioned registers of title or any documents or matters therein referred to;
- 4.1.2 any overriding interest (within the meaning of Section 70(1) of the Land Registration Act 1925) or (if the Property is unregistered) any interest which would be such an interest if the Property was registered;

4.1.3 any local land charge (whether registered or not before the date of this transfer) or any matter capable of registration as a local land charge; and

4.1.4 any notice served or order demand proposal or requirement made by the local or other public authority and any actual proposed charge notice order restriction agreement condition or other matter arising under any statute

are deemed to be in the actual knowledge of the Transferee notwithstanding the provisions of Section 6(3) of the 1994 Act

4.2 The words "at his own cost" in Section 2(1)(b) of the 1994 Act shall not apply but should be read as though they were replaced with the words "at the cost of the Transferee"

5. Agreements and Declarations

The Transferor and the Transferee hereby agree and declare as set out in Schedule 3

6. Covenants

The Transferee hereby covenants for it and its successors in title the owners and occupiers for the time being of the Property with the Transferor and his successors in title the owners and occupiers for the time being of the Retained Land for the benefit of the Retained Land to the intent that the burden of such covenants shall (so far as it is legally able to do so) attach to and run with the Property as set out in Schedule 4

7. Indemnity Covenants

The Transferee for the purpose only of affording to the Transferor a full and sufficient indemnity hereby covenants with the Transferor that the Transferee and those deriving title under the Transferee will at all times hereafter observe and perform the covenants whether positive or restrictive contained or referred to in the entries on the register of Title Numbers K429310 and K266215 so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify the Transferor and the Transferor's estate against any liability resulting from their

future breach non-observance or non-performance

8. Mutual Covenants

8.1 The Transferor and the Transferee mutually covenant each with the other that so far as may be reasonably required by either of them the other shall enter into a deed (at the expense of the Transferor) recording (and so as this may be reasonably necessary if at all giving effect to by way of confirmation) any alteration or variation of the route of the Service Installations brought about in accordance with the provisions of paragraph 2 of Schedule 1 and incorporating (as appropriate) the release of any redundant rights resulting therefrom

8.2 The Transferor and the Transferee mutually covenant each with the other that so far as may be reasonably required by either of them the other shall enter into a deed (at the expense of the Transferor) recording (and so as this may be reasonably necessary if at all giving effect to by way of confirmation) the rights reserved pursuant to paragraphs 1 and 2 of Schedule 2

9. Fair Proportion

9.1 For the purposes of this transfer "a fair proportion" shall be determined in the event of dispute by an independent surveyor (being a Fellow of the Royal Institution of Chartered Surveyors) acting as expert with not less than 10 years relevant experience of property in the neighbourhood appointed in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy or other senior officer at the instance of any person obliged to contribute the decision of such surveyor (who shall also determine the question of costs) to be final

9.2 Each party shall be entitled to submit representations and cross-representations to such surveyor

9.3 If the surveyor dies or is unwilling or unable to act a replacement shall be appointed in

default of agreement by the same method as the original and such appointment(s) shall continue until the dispute is solved

10. Joint Proprietor

The Transferee declares that they hold the Property on trust for themselves as tenants in common in equal shares and the survivor of them cannot give a valid receipt for money arising on a disposition of the Property

11. Nature of this Document

This transfer is a deed and has been executed by the parties as a deed

12. Certificate of Value

IT IS HEREBY CERTIFIED that the transaction hereby 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 Two hundred and fifty thousand pounds (£250,000)

C [**SCHEDULE 1** Rights granted

The Property is transferred together with the benefit of the following rights for the Transferee and its successors in title in common with the Transferor and all others entitled to the like rights in connection with the use of the Property

1. A right of way at all times and for all purposes with and without vehicles of every description over and along the Accessway subject to the Transferee making a fair and reasonable contribution according to use towards the cost of repair maintenance and cleansing of the Accessway

E [2. The right for the Transferee to use those Service Installations now situate within the Retained Land for the purposes of transmission of Services together with a right to enter upon so much of the Retained Land as is reasonably necessary to connect to and inspect cleanse repair maintain and renew those Service Installations now laid the Transferee or other person exercising such right doing

so in manner so as to cause as little damage as possible to the Retained Land and causing as little inconvenience to the owner and occupier of the Retained Land PROVIDED THAT the Transferor shall be entitled to alter or vary the route of any such Service Installations or combine it with Service Installations on the Retained Land at the discretion of the Transferor PROVIDED THAT:-

2.1 the Transferor shall give reasonable prior notice to the Transferee of such alteration variation or combination as appropriate

2.2 all costs of such alteration variation or combination shall be met by the Transferor

2.3 as from the completion of the alteration variation or combination (as appropriate) the rights set out in this paragraph shall be deemed to be exercised through the new route and rights over those parts of the route which have been varied or altered shall cease and be extinguished } F

SCHEDULE 2 Rights Reserved to the Transferor

There shall be excepted and reserved out of the Property unto the Transferor and his successors in title the owners and occupiers for the time being of the Retained Land in fee simple in common (as appropriate) with the Transferee and all others entitled to the like rights } J

1. The right upon giving reasonable prior notice in writing to enter upon that part of the Property coloured orange on the Plan marked B annexed hereto (or such other part of the Property as shall be required by the Transferor to comply with a grant of planning permission) so far as may be necessary for the purpose of constructing maintaining repairing and renewing any footpath link that may be required as a condition of a grant of planning permission permitting development on the Retained Land or pursuant to any planning obligation therefor and the Transferee shall (if so requested) join with the Transferor at the Transferor's cost in any agreement necessary to secure the construction maintenance repair renewing and/or adoption of any such footpath

2. A right of way at all times and for all purposes on foot only over the footpath link constructed pursuant to paragraph 1 (until the same shall be adopted) to enable the Transferor to comply with the planning obligations and/or planning permission referred to in paragraph 1

3. ^K All other rights easements quasi rights and quasi easements (other than rights of way)

enjoyed in respect of the Retained Land over the Property as would be deemed to exist if the Retained Land and the Property had been used in their present state from time immemorial but by different owners 74

SCHEDULE 3 Agreements and Declarations

1. The Transferee shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Retained Land for building or other purposes nor to any rights of way
2. This transfer shall not (except as may be expressly provided) include or operate as a grant or assurance of any easement quasi-easement right liberty privilege or advantage over the Retained Land or any part thereof
3. The Transferor retains the ownership of all existing boundary structures (if any) between the Property and the Retained Land
4. Except where but for this present provision any grant or reservation of any right in this transfer would or might be void by reason of it becoming exercisable or enjoyable at some time in the future it shall be deemed to have been limited to commence within the specified period

SCHEDULE 4 The Transferee's Covenants

1. Not to block or impede passage across the Accessway and/or the footpath link referred to in paragraphs 1 and 2 of Schedule 2
2. Not to do or permit to be done on the Property anything which shall be or become a nuisance annoyance or danger to the Transferor or other the owners and occupiers for the time being of the Retained Land or any part thereof
3. Not for a period of ten years from the date hereof to make or procure either directly or indirectly any objection to any application for planning permission for development of the Retained Land (whether the planning application shall be at first instance or appeal or otherwise) nor to make or procure either directly or indirectly the making of any planning application on or for the Property or any other Property which would procure the same effect and to indemnify and keep indemnified

the Transferor from and against all costs claims damages actions liabilities and expenses arising by reason of the breach of this covenant

SCHEDULE 5

Transfers of other parts of Parker Farm

As to part: The First Transferor (1)
The Second Transferor (2)
Boty Farms Limited (3)

As to part: The First Transferor (1)
The Second Transferor (2)
Edmund Kenneth Mowl and Christina Lesley Mowl (3)

SIGNED as a deed by the said
David Murdoch in the presence

of:- *TG MARLOW*
LOS BEAVER LANE ASHFORD
KENT TN23 5NU
BUTCHER

SIGNED as a deed by the said
Audrey Marian Murdoch in the presence of:-

TG MARLOW
LOS BEAVER LANE ASHFORD
KENT TN23 5NU
BUTCHER

SIGNED as a deed by the said
Philip Waddell Collick in the presence of:-

Witness' signature =
" NAME (CAPS) =
" address =
" occupation =

SIGNED as a deed by the said
Robin Archibald Pelham Collick in the presence of:-

Witness' signature =
" NAME (CAPS) =
" address =
" occupation =

SIGNED as a deed by the said
Peter Collick in the presence of:-

Witness' signature =
" NAME (CAPS) =
" address =
" occupation =

x D. Murdoch x

x A. Murdoch x

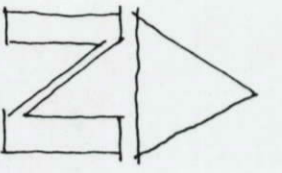
x P. Collick x

x A. L. Wraight x
x NEW HOUSE FARM x
x RUCKINGE x
x NR ASHFORD x
x KENT x
x FARMER x

x A. L. Wraight x
x NEW HOUSE FARM x
x RUCKINGE x
x NR ASHFORD x
x KENT x
x FARMER x

Peter Collick

A. L. Wraight
NEW HOUSE FARM
RUCKINGE
NR ASHFORD
KENT
FARMER



Prospect Place

BM 5.66m

MP 62

Track

Bent Gardens

Track

Path (un)

Proposed footpath
between public path
adjacent pumping
station and allocated
development land.
apx width 3.0m.

Parker Farm

Path (un)

Tank

FB

Track

Sperlingbrook Sewer

Pond 11m

Pond

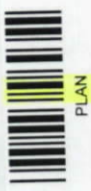
THE STREET BM 4.70m

Plan 6

331

332

333



X DM X

X Ann X

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Date: May 1997.
Scale: 1/250.

Superplan...

Option 1



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Kean & Partners Ltd.
2 New Wood, Chesham,
Bucks HP8 4NT
Tel: 0494 512220
Fax: 0494 512221
Regional Agents for Oxfordshire
Large Scale Mapping

Site Centred



PLAN A

X Pycollish X
X Kell X
X Peter Collich X
X DA X
X A M X