

(4)

H.M. LAND REGISTRY
Land Registration Acts 1925 to 1988

TRANSFER - PURSUANT TO RULE 72

COUNTY AND DISTRICT
OR LONDON BOROUGH

: HAMPSHIRE

PROPERTIES

The First Property : Land forming part of Lower
Dagwells Copse, Shedfield,
Southampton

The Second Property : Land having a frontage to
Botley Road, Shedfield
aforesaid

The Third Property : Land forming part of
Dagwells Farm, Botley Road,
Shedfield aforesaid

THIS TRANSFER is made 23rd January 1998
BETWEEN the Parties

1. PARTICULARS

1.1 The Parties:

The First Owner : JOHN NICHOLAS DAY of
Causeway House, The
Causeway, Petersfield,
Hampshire, GU31 4LW

The Second Owner : ROBERT FRANK BONE of
Dagwells Farm, Botley Road,
Shedfield aforesaid

1.2 The First Property : The land comprising 5.87
acres situate and forming
part of Lower Dagwells Copse
comprising O S Numbers 4581
(3 acres) 4777 (.42 acres)
and part of O S Number 5174
(containing 2.5 acres) the
Title to which property is
registered at H M Land
Registry with absolute Title
under Title Number 388366
all which piece of land is
more particularly delineated
of the plan annexed hereto
for the purposes of
identification only and
thereon edged red the
Boundary between points A &
B on the plan being 1.5
metres North West of the top
of the bank of the stream
shown thereon and the
Boundary between points B C

We certify this to be a true and
complete copy of the original
this 12 day of 6 / 14

 Blake
Lapthorn

New Kings Court, Tolgate
Chandler's Ford, Eastleigh SO53 3LG

and D on the plan being the base of the bank on that boundary on the North side thereof

1.3 The Second Property : The piece of land having a frontage of ten feet to Botley Road, Shedfield aforesaid and having a uniform width of 10 feet throughout its depth being part O S Number 8100 and comprising .035 acres which piece of land forms part of the Property comprised in a Conveyance dated 23rd September 1976 and made between Cipango Investments Limited (1) and the First Owner (2) (the First Conveyance) which property is for the purposes of identification only more particularly delineated on the plan annexed hereto and thereon coloured yellow

1.4 The Third Property : The piece of land forming part of Dagwells Farm and measuring 1.62 acres or thereabouts which piece of land forms part of the Property comprised in a Conveyance dated 28th September 1981 made between Frank Bone and Alice Bone (1) and the Second Owner (2) (the Second Conveyance) which is for the purposes of identification only with its measurements more particularly delineated on the plan annexed hereto and thereon edged green

2. DEFINITIONS

The terms in the Particulars have in this Transfer unless the context otherwise requires the meanings specified

3. INTERPRETATION

In this Transfer and unless the context otherwise requires:

- 3.1 the clause headings are for reference purposes only and shall not affect interpretation
- 3.2 words importing one gender include the other genders and words importing the singular include the plural

and vice versa

3.3

the expressions "the First Owner" and "the Second Owner" include their respective successors in title

3.4

where for the time being there are two or more persons within the meaning of the expressions "the First Owner" or "the Second Owner" obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally

4. TRANSFER OF FIRST PROPERTY AND SECOND PROPERTY

4.1

In consideration of the transfer contained in clause 5 the First Owner TRANSFERS the First Property and the Second Property to the Second Owner the Second Property being transferred SUBJECT TO and with the benefit of the matters contained or referred to in the First Conveyance in so far as they relate to the Second Property and are still subsisting and capable of being enforced TOGETHER WITH the right for the Second Owner and his successors in title to pass and repass with or without vehicles at all times over and along the triangular piece of land at the eastern corner of the junction of Botley Road Shedfield aforesaid and the Second Property having a frontage thereto of five feet and a depth along the boundary of the Second Property of ten feet which is with its measurements shown on the said plan and thereon coloured brown the Second Owner paying a fair proportion according to user of the cost of keeping the said land in a proper state of repair and condition EXCEPT AND RESERVING unto the First Owner and his Successors in Title a right to pass and repass over and along the Second Property at all times and for all purposes with or without vehicles for the purpose of obtaining access to and egress from the First Owner's adjoining Property known collectively as Biddenfield Farm Shedfield aforesaid part of which Property is edged in blue on the said plan and from the Third Property

4.2

The transfer of the First Property and the Second

Property is made with full title guarantee

5. TRANSFER OF THIRD PROPERTY

5.1 In consideration of the transfer contained in clause 4 the Second Owner TRANSFERS the Third Property to the First Owner together with the benefit but except and reserved as set out or referred to in the Second Conveyance

5.2 The transfer of the Third Property is made with full title guarantee

6. PAYMENT OF EQUALITY MONEY

In further consideration and for equality of exchange the Second Owner has paid to the First Owner the sum of £12,000 the receipt of which is acknowledged

7. INDEMNITY COVENANT BY SECOND OWNER

The Second Owner for the purpose only of affording to the First Owner a sufficient indemnity COVENANTS with the First Owner that the Second Owner and those deriving title under the Second Owner will at all times perform and observe the covenants whether positive or restrictive contained or referred to in the First Conveyance and for which the First Owner will remain liable notwithstanding this Transfer so far as they relate to the First Property and are still subsisting and capable of being enforced and will indemnify the First Owner and the First Owner's estate against all actions proceedings costs claims and demands resulting from future breach non-performance or non-observance

8. INDEMNITY COVENANT BY FIRST OWNER

The First Owner for the purpose only of affording to the Second Owner a sufficient indemnity COVENANTS with the Second Owner that the First Owner and those deriving title under the First Owner will at all times perform and observe the covenants whether positive or restrictive contained or referred to in the Second Conveyance and for which the Second Owner will remain liable notwithstanding this Transfer so far as they relate to the Third Property and are still subsisting and capable of being enforced and will indemnify the Second Owner and the Second Owner's estate against all actions proceedings costs claims and demands

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resulting from future breach non-performance or non-observance

9. RELEASE OF RIGHT

In consideration of the Transfer contained in clause 5 and in consideration of the equality money paid by the Second Owner The First Owner releases to the Second Owner the right of way appurtenant to the First Property contained or referred to in paragraph 2 of the Property Register of the Title to the First Property coloured blue and yellow on the filed plan to the intent that the remaining land of the First Owner contained in the said Title shall henceforth have no benefit of any rights of way through the First Property or from the First Property over the adjoining or neighbouring Property of the Second Owner

10. FENCING

10.1 The Second Owner covenants with the First Owner for the benefit of the First Owners adjoining and neighbouring Property that he will within three months of the date hereof erect concrete posts at points A, B, C and D on the said plan and subject to the rights hereto before reserved to the First Owner will erect a fence of posts and three strands of barbed wire between points X Y and Z on the said plan and will forever thereafter maintain the said fence in a proper state of repair and condition

10.2 The First Owner covenants with the Second Owner for the benefit of the Second Owner's adjoining and neighbouring property known as Dagwells Farm Botley Road aforesaid

(a) that he will within 3 months of the date hereof erect a fence of posts and three strands of barbed wire between points P Q R S and T on the said plan and

(b) that he will within 12 months of the date hereof establish Leylandia hedge along the boundary of the Third Property between the said points P Q R S and

T

J B

11. ACKNOWLEDGEMENT

11.1 The First Owner acknowledges the right of the Second Owner to production of the documents specified in the First

Schedule hereto and to copies thereof and undertakes with the Second Owner for the safe custody of the same.

11.2 The Second Owner acknowledges the right of the First Owner to the production of the documents specified in the Second Schedule hereto and to copies thereof and undertakes to the First Owner for the safe custody of the same

11.3 CERTIFICATE OF VALUE

IT IS CERTIFIED that the transaction effected by this instrument 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 £60,000

THE FIRST SCHEDULE

10th July 1975	Conveyance	John Arden Franklyn (1) A D Properties Limited (2)
10th July 1975	Conveyance	A D Properties Limited (1) Cipango Investments Limited (2)
23rd September 1976	Conveyance	Cipango Investments Limited (1) The First Owner (2)

THE SECOND SCHEDULE

17th September 1975	Conveyance	A D Properties Limited (1) Frank Bone and Alice Bone (2)
28th September 1981	Conveyance	Frank Bone and Alice Bone (1) The Second Owner (2)

SIGNED as a deed by the First
Owner in the presence of:

) G. M. Day
)

Witness's
signature
Name (capital
letters)
Address

N. R. Hobbs
N. R. HOBBS;
21 Ashley Close
Lower Denby
Hudders
Hudders

Occupation

Building Manager.

SIGNED as a deed by the Second
Owner in the presence of:

)
)

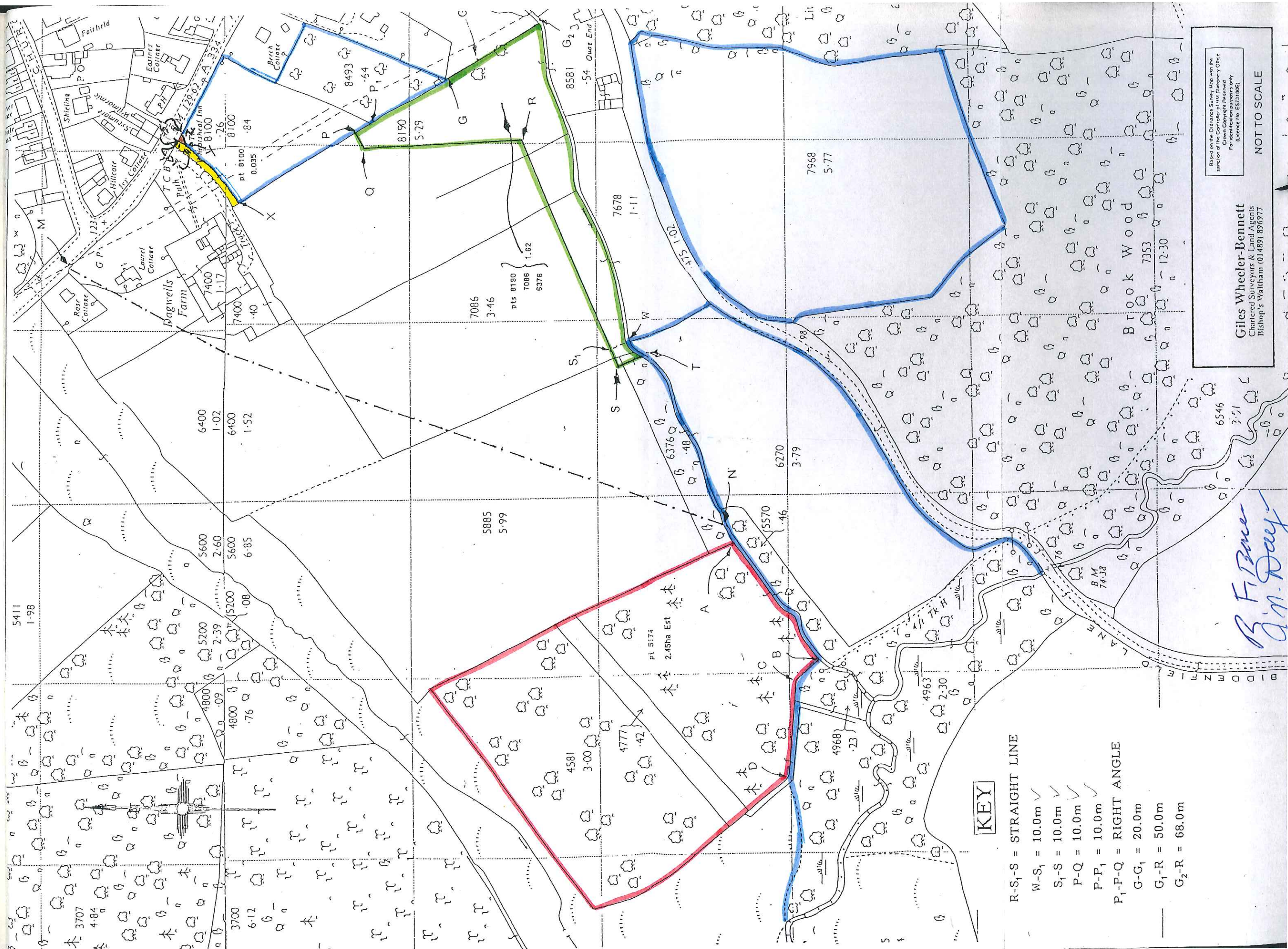
R. F. Bone

Witness's
signature
Name (capital
letters)
Address

M. E. Bone
M. E. BONE
Orchard Rise
Twynham Hill
Shirrell Heath
Southampton

Occupation

Receptionist.



KEY

- R-S₁-S = STRAIGHT LINE
- W-S₁ = 10.0m ✓
- S₁-S = 10.0m ✓
- P-Q = 10.0m ✓
- P-P₁ = 10.0m ✓
- P₁-P-Q = RIGHT ANGLE
- G-G₁ = 20.0m
- G₁-R = 50.0m
- G₂-R = 68.0m

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Giles Wheeler-Bennett
Chartered Surveyors & Land Agents
Bishop's Waltham (01489) 896977

NOT TO SCALE

B. F. Bower
G. N. Day