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Beacon Authority 2008-2009 Tackling Climate Change

EASTLEIGH BOROUGH COUNCIL

WEE143

Development Control
Civic Offices Leigh Road Eastleigh
Hampshire SO50 9YN
Telephone: 023 8068 8264
Text: 07810 855550
www.eastleigh.gov.uk
email: planning@eastleigh.gov.uk
Office Hours: Mon-Thurs 8.30am– 5pm
Friday 8.30am – 4.30pm

TOWN AND COUNTRY PLANNING ACT 1990
RECEIPT FOR PAYMENT OF DEVELOPER CONTRIBUTIONS

1. In this receipt:

a)	The Developer is:	Clanfield Properties Ltd, Clanfield House, 42 The Avenue, Southampton SO17 1XP
b)	The Planning Reference is:	F/11/68582
c)	The Proposed Development is:	Construction of detached 3 bed bungalow with new access from Brookside Way, ancillary parking, pergola, cycle & bin storage
d)	The site is:	Land Rear Of 63 & 63a Moorgreen Road, West End, Southampton, SO30 3EB
e)	The Contribution is:	£ 6,853.17
f)	The Facilities are:	Community Infrastructure £1,569.26 Sustainable Transport £4,095.60 Public Open Space & Play Provision £ 824.49 - Local Green Space £ 270.62 - Wildlife Sites £ 93.20 Administration Fee £ 53.00
g)	The area is:	West End Parish Council

2. In relation to the Developer's application under the Planning Reference Number for the Proposed Development of the Site, Eastleigh Borough Council hereby acknowledged receipt of the Contribution paid by the Developer and confirms that the Contribution will be utilised by Eastleigh Borough Council as a Contribution towards the provision of Facilities in the Area.

Date: 11 April 2011

Signed: C Thomas

C L Thomas
Head of Development Control

Receipt No: EBC006000181-186

LAG_Legal_Agreem_Receipt

WEE143

PAYMENT CHECKLIST

Notification of fees received by CSC

Payment Reference No. .....EBC006000 181 – 186

Date Received ....11.... / ....4.... / ....11.... **Time** ....11.... : ....40....

Received By ....Liz Farnell....

Method of Payment:

Cheque ☑

Card ☐

Cash ☐

Amount Received .....£....6906-17

Payee (if different to applicant) ....Clanfield Properties

Site Address ....63/63a Moorgreen Rd

....West End.....

....So'ton.....

.....

WEEK 43

EASTLEIGH BOROUGH COUNCIL

11 April 2011

Ref:- **1411**

Contribution

Planning Application Reference: F/11/68582

Site Address: Land rear of 63 & 63a Moorgreen Road West End Southampton

Proposal: Construction of detached 3 bed bungalow with new access from Brookside Way, ancillary parking, pergola, cycle & bin storage

Gross Number of Units: 1.00 ***Net Number of Units:*** 1.00

Description (Rate Used)	*Base Amount*	*Agreed Amount*	*Index Linked Amount*	*RPI Base Month*	*RPI Calc Month*
Totals By Contribution Type					
Admin & Monitoring Fee (Up Front Payments) (No RPI)		£53.00	£53.00	February 2011	February 2011
Community Infrastructure (RPIx)		£1,380.00	£1,569.26	January 2008	February 2011
POS - Local Green Space (RPIx)		£237.98	£270.62	January 2008	February 2011
POS - Wildlife Sites (RPIx)		£81.96	£93.20	January 2008	February 2011
POS & Play Provision (Standard Charge) (RPIx)		£725.05	£824.49	January 2008	February 2011
Sustainable Transport (Residential) (RPI)		£3,745.00	£4,095.60	April 2009	February 2011
Grand Total		*£6,222.99*	*£6,906.17*		

Please note that Monitoring Administration fees are applied in addition to the Indexed Linked total. Currently the charge is set to £53 if the total payment is made in advance, but this will increase if an Undertaking or Section 106 Agreement is entered into.

Index Rates

Month	*RPI*	*RPIx*	*PUBSEC*
January 2008	209.80	202.70	0.00
April 2009	211.50	210.70	0.00
February 2011	231.30	230.50	0.00

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EASTLEIGH BOROUGH COUNCIL

11 April 2011

Ref:- 1411

NoOfBeds *Area* *NoOfUnits*

Description (Rate Used)	*Base Amount*	*Agreed Amount*	*Index Linked Amount*	*RPI Base Month*	*RPI Calc Month*

The above figures have been calculated using the most recent RPI/RPIx/PUBSEC figures available to us and are valid for 1 month

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NatWest

55-50-21

Southampton, London Road Branch
43-49 London Road Southampton SO15 2BL

Date 07/04/11

Pay Eastleigh Borough Council

Six thousand nine hundred

and six pounds 17p

£ 6906-17

Account payee

FOR AND ON BEHALF OF
CLANFIELD PROPERTIES LTD

CHAIRMAN

Sarah Buck

www.communisis.com 9508 04/07

National Westminster Bank Plc
280910

Cheque No | Branch Sort Code | Account No

⑈009240⑈ 55⑆50216⑆ 65130308⑈

WEE 143

WEE 143

EASTLEIGH BOROUGH COUNCIL

11 April 2011

Ref:- 1411

Contribution

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POS - Wildlife Sites (RPIx)		£81.96	£93.20 ✓	January 2008	February 2011
POS & Play Provision (Standard Charge) (RPIx)		£725.05	£824.49 ✓	January 2008	February 2011
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Grand Total		*£6,222.99*	*£6,906.17*		

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Index Rates

Month	*RPI*	*RPIx*	*PUBSEC*
January 2008	209.80	202.70	0.00
April 2009	211.50	210.70	0.00
February 2011	231.30	230.50	0.00

✓GIS
✓AG IDX
Receipts
✓FP.
✓Devcons

Awarded for excellence

EASTLEIGH BOROUGH COUNCIL

11 April 2011

Ref:- 1411

NoOfBeds *Area* *NoOfUnits*

Description (Rate Used)	*Base Amount*	*Agreed Amount*	*Index Linked Amount*	*RPI Base Month*	*RPI Calc Month*

The above figures have been calculated using the most recent RPI/RPIx/PUBSEC figures available to us and are valid for 1 month

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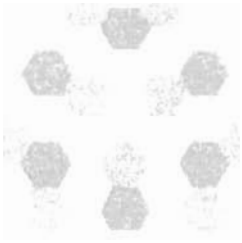
WGL43

The electronic official copy of the register follows this message.

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



Land Registry

Official copy of register of title

Title number HP600208 | **Edition date 11.11.2003**

- This official copy shows the entries on the register of title on 15 DEC 2010 at 16:37:11.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Dec 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide ***1-A guide to the information we keep and how you can obtain it.***
- This title is dealt with by Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : EASTLEIGH

1 (30.04.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the north of Moorgreen Road, West End., (SO30 3EB).

2 (11.11.2003) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been altered to reflect the land remaining in the title.

3 (11.11.2003) The land has the benefit of the rights reserved by a transfer of the land edged and numbered HP635772 in green on the filed plan dated 10 September 2003 made between (1) Clanfield Properties Limited and (2) Gareth Neil Coleman Bates.

NOTE: Copy filed under HP635772.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (30.04.2001) PROPRIETOR: CLANFIELD PROPERTIES LIMITED (Co. Regn. No. 749350) of Clanfield House, 42 The Avenue, Southampton, Hants, SO17 1XP.

2 (30.04.2001) The price stated to have been paid on 29 March 2001 was £128,250.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 15 December 2010 shows the state of this title plan on 15 December 2010 at 16:36:42. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - *Title Plans.*

This title is dealt with by the Land Registry, Weymouth Office .

Registry
ial copy of
e plan

Title number **HP600208**
Ordnance Survey map reference **SU4714NE**
Scale **1:1250**
Administrative area **HAMPSHIRE : EASTLEIGH**

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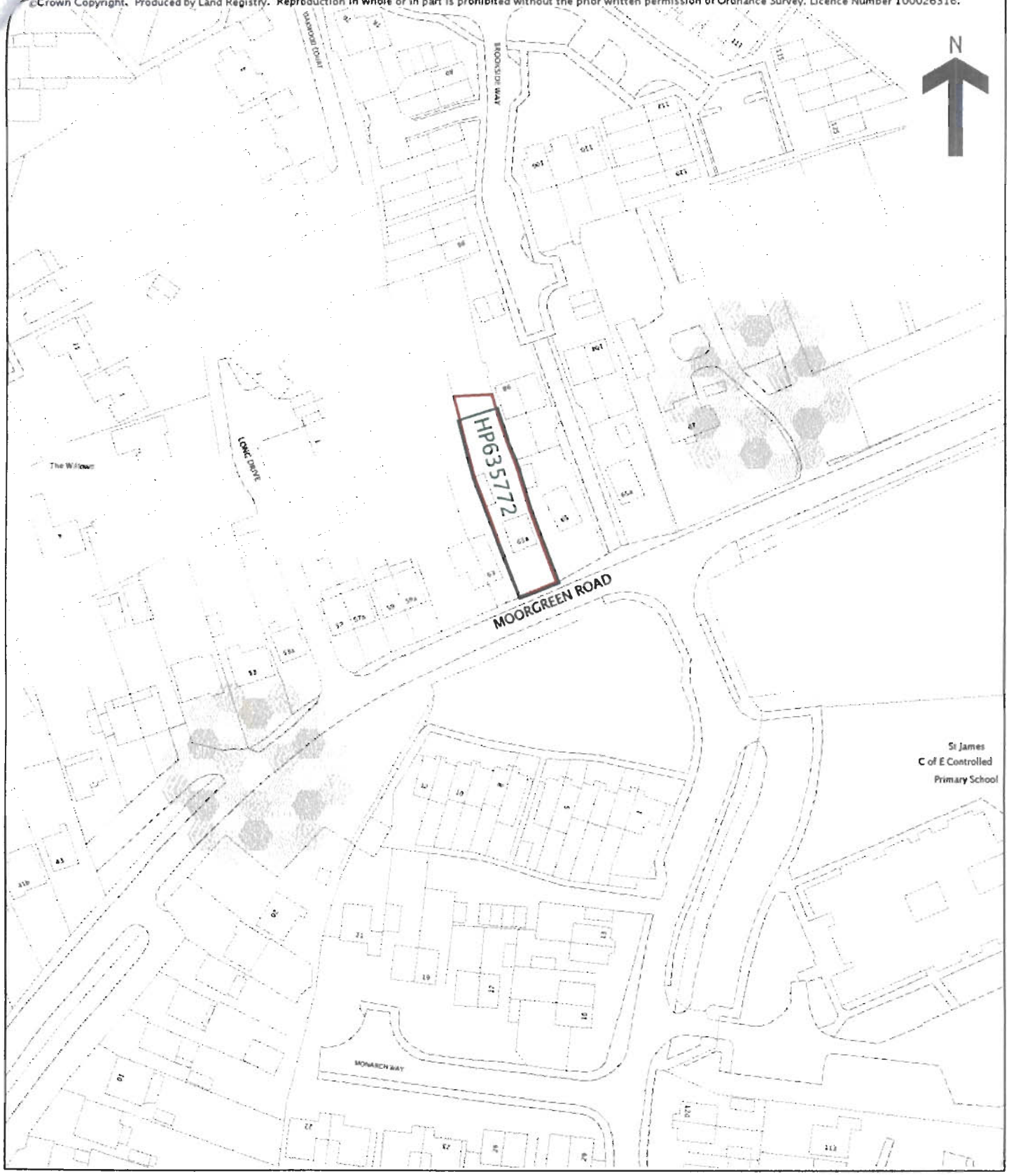

This official copy is incomplete without the preceding notes page.

WEE143

The electronic official copy of the register follows this message.

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Land Registry

Official copy of register of title

Title number HP624272 | **Edition date 18.03.2003**

- This official copy shows the entries on the register of title on 15 DEC 2010 at 16:35:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Dec 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : EASTLEIGH

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the back of 98 Brookside Way, West End.

2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 12 April 1990 referred to in the Charges Register.

3 (14.01.2003) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 4 December 2002 referred to in the Charges Register.

4 (14.01.2003) The Transfer dated 4 December 2002 referred to above contains a provision as to light or air.

5 (14.01.2003) The Transfer dated 4 December 2002 referred to above contains a provision excluding the operation of Rule 251 of the Land Registration Rules 1925 as therein mentioned.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (14.01.2003) PROPRIETOR: ANDREW CLIFFORD HILL of Clanfield House, Newtown Lane, Romsey, Hants, SO51 8GZ.

2 (14.01.2003) The price stated to have been paid on 4 December 2002 was £4,000.

Title number HP624272

C: Charges Register

This register contains any charges and other matters that affect the land.

1 A Transfer of the land in this title and other land dated 12 April 1990 made between (1) Wimpey Homes Holdings Limited and (2) Leigh Ann Wilkins contains restrictive covenants.

NOTE: Copy in Certificate. Copy filed under HP411220.

2 (14.01.2003) A Transfer of the land in this title dated 4 December 2002 made between (1) June Pettitt and (2) Andrew Clifford Hill contains restrictive covenants.

NOTE 1: Where relevant, the covenants contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title.

NOTE 2: Copy in Certificate.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 15 December 2010 shows the state of this title plan on 15 December 2010 at 16:34:39. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - *Title Plans*.

This title is dealt with by the Land Registry, Weymouth Office .

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itle plan

Title number **HP624272**
Ordnance Survey map reference **SU4714NW**
Scale **1:1250**
Administrative area **HAMPSHIRE : EASTLEIGH**

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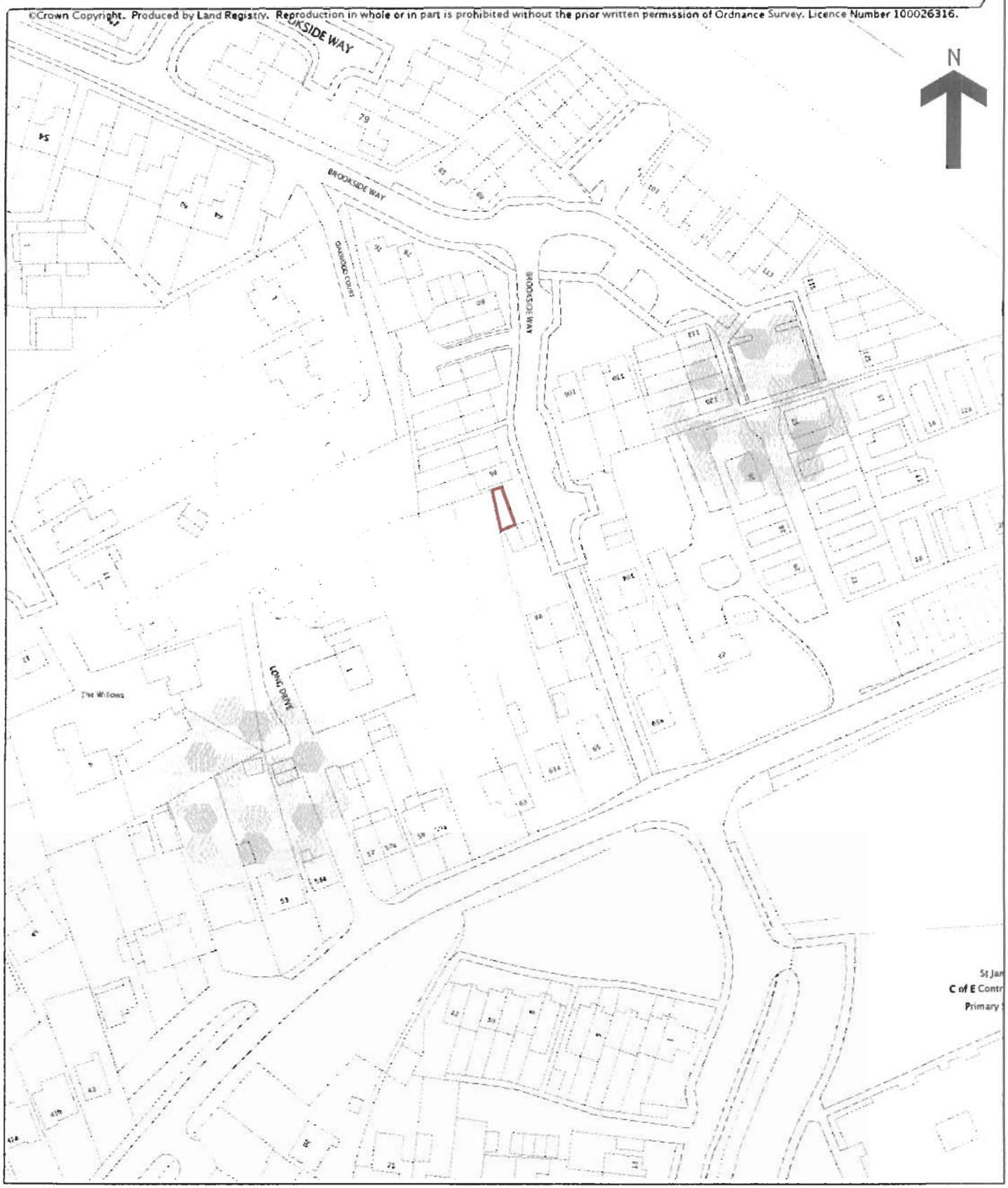


This official copy is incomplete without the preceding notes page.

WEE143

eric robinson solicitors

For the attention of Jane Broadbent - Planning Obligations Assistant
Eastleigh Borough Council
Planning Department
DX 122381
Eastleigh 2

Date: 17 March 2011
Our Ref: PNB/SW/Clanfield/0400004/3
Your Ref: F/11/68582

Dear Jane

Land to the rear of 63 and 63a Moorgreen Road, West End

Further in this matter I enclose the following: -

1. Swaythling's title (and I think they may now be called Radian) under title number HP379405 together with a copy of the filed plan.
2. A copy of my client's title HP624272.
3. A copy of Clanfield Properties Limited's title HP600208.
4. A copy of Clanfield Properties Limited's title to HP611333.
5. A copy of Certificate of Title for the land together with the plan.

I am checking the name of Swaythling to see if it has been changed.

Please can you let me have a draft 106 Agreement, as I understand it has to be completed by 1st April.

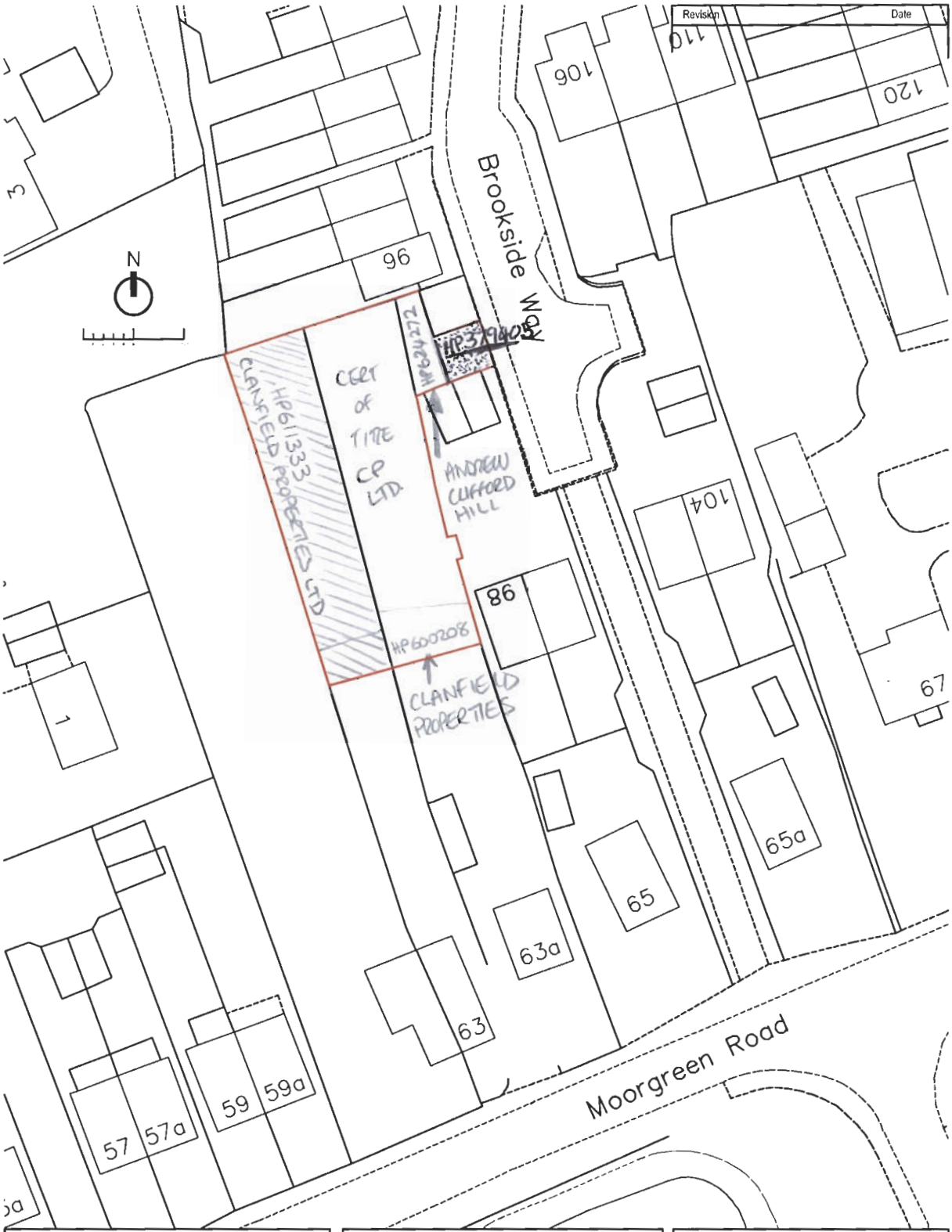
Yours sincerely

Paul Bakewell
ERIC ROBINSON SOLICITORS
paul.bakewell@ericrobinson.co.uk
Direct Contact Number - Fax 023 8084 3348





J:\CLIENT\0400004\3\23260EBC LET



Drawing Title Location Plan	Client Clanfield Properties Ltd
Scale 1:500 / Drawn	Project R/O 63 & 63a Moorgreen Road West End, Eastleigh
Date 03.06.10 / Checked	
Drawing No P01 / Revision A	Project No 030811

Tony Oldfield Architects
Unit 5 Freemantle Business Centre
152 Millbrook Road East
Southampton
Hampshire
SO15 1JR
Tel : 023 80236165
Fax : 023 80632466
Email : toldfieldarchitect.co.uk

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WBE143

The electronic official copy of the register follows this message.

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

Land Registry

Official copy of register of title

Title number HP379405 **Edition date 25.04.2006**

- This official copy shows the entries on the register of title on 17 MAR 2011 at 11:38:56.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Mar 2011.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Weymouth Office

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : EASTLEIGH

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Plots 7 to 10, 21 to 31 and 38 to 43 Paddock Chase, West End, Southampton.

2 A Conveyance of the land tinted blue on the filed plan and other land dated 16 September 1987 made between (1) Dudley Edwin Spencer Topp and Others (Vendors) and (2) Wimpey Homes Holdings Limited (Company) contains the following provision:-

"IT is hereby agreed and declared that the Company 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 land retained by the Vendors for building or other purposes".

3 A Conveyance of the land tinted brown on the filed plan and other land dated 16 September 1987 made between (1) Beatrice Mary Madeline Topp and Others (Vendors) and (2) Wimpey Homes Holdings Limited (Company) contains a provision identical with that contained in the Conveyance dated 16 September 1987 referred to above.

4 A Conveyance of the land tinted yellow on the filed plan and other land dated 21 December 1987 made between (1) Beatrice Mary Madeline Topp and Duley Edwin Spencer Topp (Vendors) and (2) Wimpey Homes Holdings Limited (Company) contains a provision identical with that contained in the Conveyance dated 16 September 1987 referred to above.

5 The Transfer dated 21 December 1987 referred to in the Charges Register contains the following provision:-

"THIS Transfer shall not include or confer in favour of the Transferees any easement liberty or privilege over or in respect of the retained land.

NOTWITHSTANDING anything in the Transfer hereinbefore contained the Transferor or other the owner or owners for the time being of the retained land or any part thereof shall be at liberty to erect such

A: Property Register continued

buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Transferees or their successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this Transfer be deemed henceforth to be enjoyed by the Transferees and their successorrs in title with the consent of the owner or owners of the retained land subject to the provisions of this clause and not otherwise".

6 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 20 February 1989 referred to in the Charges Register:-

"The benefit of the rights in the terms specified in the First Schedule; but

Subject to the rights in the terms specified in the Second Schedule

FIRST SCHEDULE

(Rights Granted)

The right for the Purchaser and all persons authorised by the Purchaser (in common with all other persons having a similar right):-

1. (a) To pass with or without vehicles having rubber or similar tyres only along the Estate Roads.

(b) To use the Estate Sewers for the passage of water and sewage.

(c) To use the Service Installations comprised in the Estate for the passage of water sewage gas electricity and other services.

(d) To enter upon the Estate (other than the site of any electricity sub-station or similar installation) at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspection maintaining repairing and renewing the Buildings on or in the Property and the Service Installations comprised in the Estate.

2. The right to pass with or without vehicles along the forecourts and drives shown coloured brown on the plan.

SECOND SCHEDULE

(Rights Reserved)

1. The rights (which so far as not already created are hereby reserved) of the registered properties from time to time of any parts of the Estate and all persons authorised by them:-

(a) To use the Service Installation comprised in the Property for the passage of water sewage gas electricity and other services.

(b) To retain in place any parts of the Buildings comprised in the Estate which overhang or protrude into the Property.

(c) To enter upon the Property at all reasonable times (and at any time in an emergency) so far as may be necessary for the purpose of inspecting maintaining repairing and renewing the Buildings comprised in the Estate and the Service Installations comprised in the Property and the Estate Sewers.

2. The right for the Company and all persons authorised by it to enter upon the property at all reasonable times (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pies wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property so far as the same may be required by any Statutory Authorities or Service Supply Companies in connection with the supply of services usually provided or maintained by them.

A: Property Register continued

3. The right to pass with or without vehicles along the forecourts and drives shown coloured blue on the Plan.

The following definitions shall apply:-

'Estate' all land (excluding the Property) in respect of which the Company (or any Company from time to time within the George Wimpey Group of Companies) is or was the registered proprietor under the Title Number(s) above referred to and the Buildings thereon and thereover.

'Estate Roads' all roads verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense.

'Estate Sewers' all main foul and surface water sewers now or hereafter constructed within the Estate or the Property which are intended to become sewers maintainable at the public expense.

'Service Installations' all drains channels sewers (excluding the Estate Installations' Sewers) pipes wires cables watercourses gutters and other conducting media whatsoever (and any structures incidental to the user thereof) now or hereafter constructed within the perpetuity period as hereinafter defined.

'Buildings' any buildings or other structures (and any structural incidental to the user thereof) and any Service Installations now or hereafter constructed within the perpetuity period as hereinafter defined.

The Company and the Purchaser agree and declare:-

(a) In the terms specified in the Fifth Schedule

FIFTH SCHEDULE

(Agreements and Declarations)

1. The rights specified in the First and Second Schedule are subject to the persons exercising the same:

(a) As to the rights of entry:-

(i) Giving reasonable notice

(ii) Causing as little damage as possible: and

(iii) Making good to the reasonable satisfaction of any person thereby affected any damage caused; and

(b) As to the rights to use the Service Installations and the forecourts and drives complying with the covenant contained in Paragraph 3 of the Fourth Schedule and subject thereto paying a fair proportion of any expense necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations or forecourts and drives.

2. The Perpetuity Period applicable to this Transfer is eighty years from the First day of January 1980.

3. Where the context so admits 'Company' and 'Purchaser' shall include the successors in title of the Company and the Purchaser respectively the singular shall include the plural and the masculine shall include the feminine and vice versa."

NOTE 1: The forecourts and drives coloured brown referred to are hatched brown on the filed plan and the forecourts and drives coloured blue referred to are hatched blue on the filed plan.

NOTE 2: Paragraph 3 of the Fourth Schedule referred to is set out in the Purchasers Personal Covenants referred to in the Proprietorship Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

SO16 2HR

1 (22.03.1989) Proprietor: SWAYTHLING HOUSING SOCIETY LIMITED of Herbert Collins House, Wide Lane, Swaythling, Southampton. (co reg no. IP10237R)

2 A Transfer dated 20 February 1989 made between (1) Wimpey Homes Holdings Limited (Company) and (2) Swaythling Housing Society Limited (Purchaser) contains a Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

3 (22.03.1989) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered and none shall take effect unless made with the consent of the Housing Corporation when such consent is required under the provisions of section 9 of the Housing Associations Act 1985.

4 (22.03.1989) RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary or solicitor thereto has been furnished that such charge does not contravene any of the provisions of the rules of the said proprietor.

5 (25.08.1993) RESTRICTION: Except under an order of the registrar no disposition or dealing by the proprietor of the land is to be registered or noted without the consent of the proprietor of the Charge dated 22 July 1993 in favour of The Housing Finance Corporation Limited referred to in the Charges Register.

Schedule of personal covenants

1 The following are details of the personal covenants contained in the Transfer dated 20 February 1989 referred to in the Proprietorship Register:-

The Purchaser covenants with the Company personally as specified in the Fourth Schedule

THE FOURTH SCHEDULE

(Covenants by the Purchaser with the Company personally)

1. In the event of the Purchaser parting with its interest in the Property prior to the erection of construction of any dwellings thereon it will procure that the person acquiring such interest shall execute a deed of covenant in favour of the Company containing the covenants in paragraphs 2 and 3 hereof and upon delivery thereof to the Company the Purchaser shall be released from such covenants.

2. Prior to erecting or constructing any Building including any fence wall or other means of enclosure on the Property the Purchaser will produce plans thereof and any additional information relating thereto which the Company may reasonably require and obtain the Company's written approval thereto (such approval not to be unreasonably withheld).

3. Not to cause any damage or obstruction to the Service Installations and to pay to the Company the cost of rectifying any such damage or obstruction so caused.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 A Transfer of the land tinted pink on the filed plan and other land dated 21 December 1987 made between (1) The Secretary of State of Transport (Transferor) and (2) Dudley Edwin Spencer Topp and Others (Transferees) contains covenants details of which are set out in the

C: Charges Register continued

schedule of restrictive covenants hereto.

2 The land tinted pink on the filed plan is subject to the following rights reserved by the Transfer dated 21 December 1987 referred to above:-

"RESERVING in fee simple out of this Transfer for the benefit of

(a) The remainder of the land comprised in Title Number HP196794 and (b) So much of the adjoining or neighbouring land of the Transfer as forms part of the M27 South Coast Motorway (hereinafter collectively called "the retained land) and the estate owner or owners for the time being of the retained land and the occupiers thereof (i) the right to the free passage of electricity gas water and soil through all cables wires pipes drains and channels (if any) in or over the land hereby transferred and serving the retained land TOGETHER with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same and (ii) the right with all necessary materials to enter upon the land hereby transferred for the purpose of maintaining the hedge fence or wall on the Transferor's side of the north eastern boundary of the land hereby transferred between the points A and B on the said plan."

NOTE: The remainder of the land comprised in Title HP196794 referred to adjoins the north eastern boundary of the land tinted pink on the filed plan and lies to the east thereof. The said north eastern boundary forms part of the boundary between the points A and B referred to.

3 A Transfer of the land in this title dated 20 February 1989 made between (1) Wimpey Homes Holdings Limited (Company) and (2) Swaythling Housing Society Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (25.08.1993) REGISTERED CHARGE dated 22 July 1993 to secure the moneys including the further advances therein mentioned.

5 (25.08.1993) Proprietor: THE HOUSING FINANCE CORPORATION LIMITED (Industrial and Provident Society No. 25862R) of 4th Floor, 107 Cannon Street, London EC4N 5AF and of offices@thfcorp.com.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 21 December 1987 referred to in the Charges Register:-

"THE Transferees hereby jointly and severally covenant with the Transferor to the intent that the burden of this covenant may run with and bind the land hereby transferred and every part thereof into whosesoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the retaind land and every part thereof as follows:-

(a) That neither the land hereby transferred nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the Transferor or other the owners or occupiers for the time being of the retained land or any part thereof.

(b) That neither the land hereby transferred nor any part thereof shall be used for the purpose of gaining access to or egress from the retained land".

2 The following are details of the covenants contained in the Transfer dated 20 February 1989 referred to in the Charges Register:-

"3. The Purchaser covenants with the Company and also as a separate covenant with every other person who is the registered proprietor of any part of the Estate (for the benefit of the Estate and each and every part thereof and with the intention of binding the Development) in the terms specified in the Third Schedule.

THIRD SCHEDULE

Schedule of restrictive covenants continued

(Covenants by the Purchaser)

1. That no part of the Property shall be used for any purpose other than as or incidental to private dwellings.

2. Not to erect or construct any Buildings including any fence wall or other means of enclosure on the Property without first obtaining the written approval thereto as required by the covenant contained in the Fourth Schedule.

3. That nothing shall be done which may lessen the support or protection given by the walls or other structures to which the Proviso to paragraph 4 of this Schedule applies.

4. To maintain repair and renew any fence wall or other means of enclosure to be constructed on the side or sides of the Property marked 'T' within the boundary on the Plan and subsequently maintain repair and renew the same Provided That any retaining wall or other retaining structure erected along the common boundary of the Property with the curtilage of any dwelling within the Estate shall be maintained jointly by the Purchaser and the registered proprietor for the time being of such curtilage.

5. To indemnify and keep indemnified the Company against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Purchaser of any covenants relating to the Property on the registers of the title above referred to."

NOTE 1: The T marks referred to have been reproduced on the filed plan.

NOTE 2: The Fouth Schedule referred to is set out in the Purchasers Personal Covenant referred to in the Proprietorship Register.

End of register

WEE143

H.M. LAND REGISTRY

TITLE NUMBER

HP379405

ORDNANCE SURVEY PLAN REFERENCE	SU 4714	SECTION O	Scale 1/1250
COUNTY HAMPSHIRE	DISTRICT EASTLEIGH		© Crown copyright 1989



FILED
H.M. LAND
11.1.1999
REGISTRY

This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground.
For more information see Land Registry Public Guide 7 - *Title Plans*.
This official copy shows the state of the title plan on **27 July 2004** at **13:01:01**. It may be subject to distortions in scale.
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12.1.2011. WEEK 43

CERTIFICATE OF TITLE

To: Eastleigh Borough Council
Civic Offices
Leigh Road
Eastleigh

The Land: All that land situate at the rear of 63a 5030 Moorgreen Road West End Southampton 3 EB. in the County of Hampshire shown edged red on the plan annexed hereto

The Landowner: CLANFIELD PROPERTIES LIMITED.

The Section 106 Agreement: An Agreement to be entered into between the Landowner (1) and Eastleigh Borough Council (2) respectively pursuant to Section 106 Town and Country Planning Act 1990

We certify that we have fully investigated the title to the Land and can confirm that the Landowner is seised of the same for an estate in fee simple in possession

We undertake to inform you of any changes in the contents hereof before completion of the Section 106 Agreement

Save as specifically mentioned below:

1. The Land is not subject to any charge or similar encumbrance in law or in equity

2. The Land is not subject to any reservations covenants or conditions which would affect the use of the Land for

3. The Landowner has full capacity to enter into the obligations on its part under the Section 106 Agreement

Reservations covenants or conditions

Date: 17th March 2011.

Eric Robinson Solicitors.

Solicitors to the Landowners

Name of Solicitors..... ERIC ROBINSON SOLICITORS.

Address of Solicitors..... Eel.

.....



Drawing Title Location Plan	Client Clanfield Properties Ltd
Scale 1:500 / Drawn	Project R/O 63 & 63a Moorgreen Road West End, Eastleigh
Date 03.06.10 / Checked	
Drawing No P01 / Revision A	Project No 030811

Tony Oldfield Architects
Unit 5 Freemantle Business Centre
152 Millbrook Road East
Southampton
Hampshire
SO15 1JR
Tel : 023 80236165
Fax : 023 80632466
Email : toldfieldarchitect.co.uk

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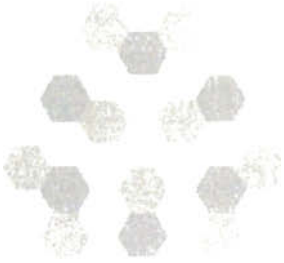
The electronic official copy of the register follows this message.

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



Land Registry

Official copy of register of title

Title number HP611333 | **Edition date 31.03.2004**

- This official copy shows the entries on the register of title on 15 DEC 2010 at 16:32:52.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Dec 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : EASTLEIGH

1 (12.11.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at the rear of 63 Moorgreen Road, West End.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (18.02.2002) PROPRIETOR: CLANFIELD PROPERTIES LIMITED (Co. Regn. No. 74935) of Clanfield House, Newton Lane, Romsey, Hampshire SO51 8GZ.

2 (18.02.2002) The price stated to have been paid on 18 January 2002 was £5,000.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (18.02.2002) A Transfer of the land in this title dated 18 January 2002 made between (1) Adrian Charles Penney and Kathleen Frances Penney and (2) Clanfield Properties Limited contains restrictive covenants.

NOTE: Copy in Certificate.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

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This official copy is issued on 15 December 2010 shows the state of this title plan on 15 December 2010 at 16:32:09. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - *Title Plans*.

This title is dealt with by the Land Registry, Weymouth Office .

Registry
icial copy of
le plan

Title number **HP611333**
Ordnance Survey map reference **SU4714NW**
Scale **1:1250**
Administrative area **HAMPSHIRE : EASTLEIGH**

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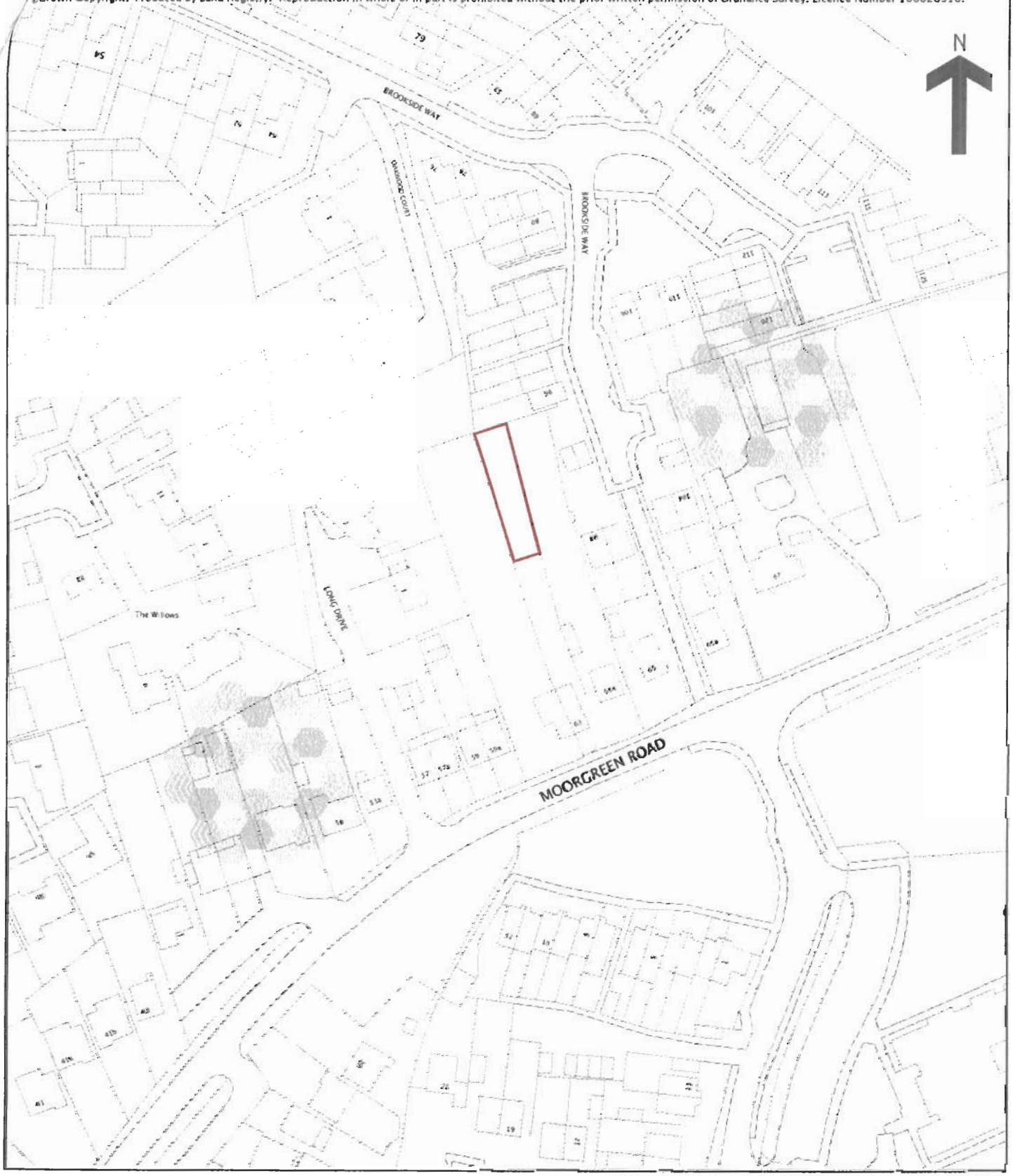

This official copy is incomplete without the preceding notes page.