

# ANCELLS FARM PARK DEVELOPMENT PLAN

## 2015 – 2020



## **1. Introduction**

This Development Plan sets out the current situation with Ancells Farm Park and related green spaces, as well as the ambitions and expectations for the future.

This is the first development plan written for Ancells Farm Park and will provide recommendations and mechanisms for improvement.

This plan has been developed jointly by Friends of Ancells Farm ([www.ancellsfarm.org.uk](http://www.ancellsfarm.org.uk)) and Fleet Town Council ([www.fleet-tc.gov.uk](http://www.fleet-tc.gov.uk)).

## **2. Site Description and Information Base**

### **a. Name of Site**

Ancells Farm Park and associated green spaces within Ancells Farm including Fleet Mill Fields.

### **b. Site Location**

Ancells Farm Park, OS Grid Reference: SU821557, is a park of parkland and woodland situated on the north eastern edge of Fleet and is near Fleet Pond and Ancells Business Park. At the northern edge of the park there is a small woodland area owned and maintained by Fleet Town Council.

The Park is surrounded by Ancells Farm, a large housing estate. Alongside the Park is the Falkners Arm, a popular public house. Next to this is a row of shops and public parking maintained by a management company who owns it. On the opposite side of Ancells Road is a nature reserve, Foxlease Meadows managed by the Hampshire & Isle of Wight Trust.

Access can be gained from along Farm Drive, Ancells Road, the alley ways from Drovers End and Oasthouse Drive, or over the two bridges from Falkners Close.

Maps of the park and Fleet Mill Fields are enclosed in Appendix 2

### **c. Land ownership & Byelaws**

The site of Ancells Farm Park is owned by Fleet Town Council. It was formally transferred to the Town Council from Hart District Council by an Order dated 15<sup>th</sup> October 2009.

There are no byelaws in force on site.

## **3. History of the Site**

The Park was established as part of the original development of Ancells Farm and was gifted to the council from Ideal Homes under a deed of covenant for the benefit of the local community (See Appendix 1). It originally benefitted from a football pitch, pavilion and a play area including the popular zip wire, all negotiated by the former Ancells Farm Residents Association.

Whilst in the custody of Blackwater & Hawley Parish Council, the facilities fell into disrepair and disuse, although the Park was still regularly used by the community. Since 2010, the new Friends of Ancells Farm (FOAF), in partnership with the newly established Fleet Town Council, has arranged the renewal of the play facilities, brought the pitch back into use and renovated the pavilion.

An application has previously been made to extend the pavilion to provide a club room for the local Football Club. This application was rejected by Hart District Council in view of the proximity to local housing.

#### **4. Description of the Site**

##### **a. Play Area**

Ancells Farm Park gets rave reviews from both local residents and those from other areas of Fleet and Farnborough as it boasts a host of exciting pieces of play equipment, including a skywalk trail, climbing boulders and a zip wire.

The recently refurbished play area surrounding this can be used for ages 8 plus and contains a birds nest swing, rota web, pick-up sticks and roundabout.

There is also a play area for younger children with swings, springers, a climbing frame and slide.

There are a number of picnic benches in the park and areas of grassland, popular for picnics and other informal play.

There are young hedges growing at various places around the park and whilst these provide some protection for children against the roads, this is an area that needs improvement.

##### **b. Football Pitches**

Ancells Farm Park currently has an 11-a-side football pitch (marked with white lines) and a 9-a-side football pitch (marked with blue lines). The 9-a-side pitch was developed with funding from the Football Foundation in response to an increase in 9v9 youth football by the Football Association.

The pitches are hired by a number of football clubs, in particular youth clubs, as well as being used by a large number of people for informal football.

##### **c. Sports Pavilion**

The Sports Pavilion at Ancells Farm Park is a brick built building that is currently used by the football clubs and Friends of Ancells Farm. It was closed for the approximately 5 years, but has now re-opened for use by all the community. The pavilion has a kitchen, changing rooms and showers for 2 football teams, plus separate shower and changing facilities for officials.

##### **d. Woodland**

There is a small area of woodland to the north of the park. This area predominantly consists of species such as mature oaks, willow, alder, Birch, Holly and Hazel. There are also signs of wild strawberries, honeysuckle, violets and a large number of different types of moss and lichen.

It has been some time since the woodland has been coppiced, but further coppicing would provide the opportunity for plants such as ferns and honeysuckle to flourish. Which in turn benefit the local insect and bird population.

There are existing informal footpaths through this area, but are currently overrun by holly and brambles and the water drainage ditch that runs through the centre. Work has already started on clearing

There is also evidence of some fly tipping of local garden waste and, this needs to be discouraged by educating local residents and continual maintenance of the woodland area as non-native species threaten the wildlife of the woodland. There is also some evidence of other, more limited, fly tipping and disposal of waste from draining the ditches, which is hampering plant growth on the woodland floor and is anti-social.

#### **e. Drainage**

Drainage ditches surround a majority of the perimeter of the park and through the woodland. The ditches run under Ancells Road and discharge into the Foxlease water meadow (Managed by the Wildlife Trust).

The ditches are maintained by Fleet Town Council, although improvement to the overall drainage of the Park needs significant improvement as water logging of the park is frequent at many times of the year and extensive in wetter months.

### **5. Land Ownership of Ancells Farm**

The site of Ancells Farm Park is owned by Fleet Town Council. There are additional amenity areas on the Ancells estate which are also owned and maintained by Fleet Town Council.

### **6. Community Involvement and Usage**

Community involvement is vital for Ancells Farm Park to thrive. Friends of Ancells Farm, a local community group, is an important aspect of this. FOAF was founded by local residents in December 2010 and currently has over 100 members.

The aim of Friends of Ancells Farm is to:

- promote Ancells Farm Park and all that it offers, to benefit all sectors of the local community and to help to ensure that it is accessible to all
- play a role in ensuring that Ancells Farm Park provides an attractive, safe, stimulating, environmentally friendly and welcoming environment for all visitors
- work with Fleet Town Council on the Management Plan of the park and its delivery
- encourage the use of Ancells Farm Park as a venue for sporting events, leisure and fitness
- consult and engage with the local community in order to present the views of park users

The latest survey of park users was carried out in February and March 2013 and attracted over 40 responses – a significant percentage of the households on Ancells Farm.

Since the new play equipment has been installed several hundred people can be seen enjoying the facilities on a fine day.

#### **a. Military Fitness 4 U**

Every week local residents can take part in a boot camp-style activity to enhance their fitness levels and meet new people. Military Fitness 4 U ([www.militaryfitness4u.com](http://www.militaryfitness4u.com)) is aimed at offering everyone and anyone the chance to get fit in the outdoors, and sessions are hosted at Ancells Farm Park and other parks in the area.

## **b. Community Events**

Friends of Ancells Farm and other local groups host community events in the Park. These have included:

- Action Days – FOAF runs Action Days in conjunction with Fleet Town Council during the year to help with general maintenance or improvement. There are also ad hoc Action Days when big projects need to be completed.
- Wildlife Walks – a walk in Ancells Farm Nature reserve, organised by FOAF and guided by Hampshire and Isle of Wight Wildlife Trust.
- Environmental and Faith Festival ([www.eaffestival.moonfruit.com](http://www.eaffestival.moonfruit.com)) – Ancells Farm Park was the venue for part of this festival, held for the first time in July 2012. 2014 will be the 3<sup>rd</sup> year FOAF have supported this event.
- Carols in the Park – held in December 2012 & 2013, when local choirs and 6<sup>th</sup> Fleet Cubs & Beavers led community carol singing around the Christmas tree. The event was held in conjunction with the Falkners Arms, which served mulled wine to singers.
- Easter Egg Hunt – held in 2013 & 2014 - extremely popular with local families.
- Fun Days twice a year run by the Falkners Arms Charity Committee

## **7. Current Management Practices**

Ancells Farm Park is managed and maintained by Fleet Town Council. Decisions are discussed thoroughly and agreed at liaison meetings with user groups of the site, prior to being implemented.

A basic work programme was developed by Fleet Town Council when a new Grounds Maintenance contract was started in 2011. Current works undertaken at the Ancells Farm Park include:

- Maintenance of football pitches
  - Grass cutting, applying fertilizer and seeding
  - Preparing the pitches for matches
  - Reinstatement during the summer months
- Emptying bins
- Regular litter picking
- Keeping paths through the woodlands cut to a 2m distance

All staff that carry out work at Ancells Farm Park possess relevant horticultural qualifications and have been trained in Health & Safety, Handling of Hazardous Substances, and use of equipment.

## **8. Vision**

The vision for Ancells Farm Park is to create a multi-purpose outdoor leisure facility that provides an attractive, safe and welcoming environment for a broad range of people. In addition, to enhance and improve the local flora and fauna to promote the biodiversity of the Park and woodland.

It is important that the Park to be accessible and open to all, regardless of age, physical mobility, gender, creed, religion, sexual orientation or ethnicity.

**In achieving this vision, it is of paramount importance that the park remains a open green space for the benefit of all and is not over developed in any way.**

## 9. SWOT Analysis

This analysis was carried out by Fleet Town Council and Friends of Ancells Farm, using the Green Flag Award Scheme (<http://greenflag.keepbritaintidy.org/>).

	<b>STRENGTHS</b>	<b>WEAKNESSES</b>	<b>OPPORTUNITIES</b>	<b>THREATS</b>
<b>A Welcoming Place</b>	The toddler play area is well utilised, and the junior area has some of Fleet's best equipment.		Install a bridge to connect the woods with the playing field and to bridge the ditch within the woods.	Surfaces around the equipment turn to mud when wet.
	The site is accessible by bus and train, and there is good parking.	Lack of flowers and shrubs	Improve woodland to be a key element of the park	Overgrown brambles in various places around the park & woods.
		Wildlife Meadow buried under ditch waste.	History & information boards around the park & estate	Lack of fence/hedges between the park and the busy roads.
<b>Healthy, Safe and Secure</b>	CCTV and associated lighting is installed around the pavilion.	During the winter, the north end of the grass becomes marshland.		Play equipment could become worn and dangerous which could lead to injuries.
		Poor flooring around over 5's play equipment.	Replace the over 5's play equipment flooring with better all-weather flooring.	Surfaces around the equipment turn to slippery mud when wet.
		Lack of Toilets, meaning people urinate in the bushes	Open pavilion toilets to the public.	Lack of Toilets, meaning people urinate in the bushes
<b>Well Maintained and Clean</b>	The site is well maintained by the Grounds Maintenance team.	Drainage on football pitch is not ideal.	Better management of ditch clearing & disposal of waste off site.	Vandalism.
			Provision of recycling litter bins.	Anti-social disposal of ditch waste.
				Dog fouling can be a problem.
<b>Sustainability</b>	The two football pitches at Ancells Farm Park are well used.	The goals are up all season, causing wear at the goal mouths. Little is understood about the wildlife, flora and fauna contained within the park and woodland.	Replace the 11-a-side goals with porta-goals.	Over development of site in terms of equipment or other development.
			Investigate SINC status for the woods.	
			Open up glades in woods to promote wildlife, flora & fauna.	
			Improve knowledge & records of wildlife, flora & fauna.	
			Create a small pond to multiply	

			the bio-diversity and habitats for wildlife	
<b>Community Involvement</b>	Friends of Ancells Farm has inputs into park equipment and events.		The junior play area would be improved by new swings.	
	The park is situated next to a popular public house that brings significant numbers to the area.		Provide equipment for ages 12 + in the park other than football pitches, e.g. basketball hoops	
	The Falkners Arms uses the park for family fun days twice a year.		Provide adult exercise equipment & a May pole.	
<b>Marketing</b>	The site can be seen by those who drive past on Ancells Road.	The site cannot be seen by those driving into Fleet from Farnborough or Yateley.	Install signage so those accessing Fleet from Farnborough or Yateley are informed about Ancells Farm Park.	
	Friends of Ancells Farm literature provides information & is advertised in many local publications & on their web site at <a href="http://www.ancellsfarm.org.uk">www.ancellsfarm.org.uk</a> .			
<b>Management</b>	Fleet Town Council has a strong relationship with Hart District Council.	There is not adequate signage around the park.	Install adequate signage through S106 funding: park mark and dog fouling.	

## 10. Objectives - Analysis of Key Issues and their Resolution

### a. Improving park equipment

The park equipment and its good maintenance is a key strength of Ancells Farm Park. However, it could be improved further by the installation of equipment for different ages & improved flooring underneath and around play equipment. Please see section 11 below for details.

### b. Improving signage

The SWOT identified two weaknesses in signage: from the road, and in the park itself. This should be addressed as soon as possible.

### c. Making the park a year-round destination

Ancells Farm Park is very popular with local residents – the 2013 park user survey showed that over a quarter visit at least once a week. However, there are problems with drainage on the football pitch and around the play equipment, meaning that some users are put off visiting the park over the winter. This should be addressed as soon as possible.

## 11. Utilising the Park and related Green Spaces

Below is our 'wish list' for park improvements over the next several years. The items below have the backing of park users, who were consulted in February and March 2013 via a short survey online and in hard copy. A Map of the park, with suggested positions for these items is included in Appendix 2. A suggested priority order for each item is colour coded, although the actual priority will depend on what funding becomes available and the individual preference of the Council and FOAF Committee members, which changes from time to time.

Top priority / current project
Medium priority
Lower priority

### a. Events, Sport and Recreation

Estimated costs include installation and equipment unless specified otherwise.

Item	Description	Estimated Cost
Adult Green Gym	Install a green gym on the park.	£29,000+ Installation + VAT
Adult gym equipment trim trail	Install a trim trail for adult park users to the pedestrian / green area to the centre of Ancells Farm	£10,00 + VAT
Basketball hoop	Install a basketball hoop for older children and teenagers.	£1,374 + Tarmac (£2,000) + VAT (funding already secured for hoop through grants and events fund raising – funding



		for tarmac to be arranged)
Hang out / Social Corner	Install a wooden 'onion' as a "Hang out" structure to the area of the park nearest Ancells Road. This is to provide an area for teenagers and encourage them to move away from the Pavilion and thereby reducing disturbance to residents. (see <a href="http://handspringdesign.com">handspringdesign.com</a> )	£2,500 + VAT
Marked running track	Mark a painted running track in the grass area for runners, joggers and walkers to follow.	Minimal - Painting costs for lines only
Surfaced path around the end of the park perimeter near the woods	Lay surfaced path around the perimeter of the park to allow users to walk, run, cycle or roller skate around the park.	£4,000 per 100m + installation + VAT
Swings for over 5-year-olds	Install two new flat seated swings in the play area to improve park equipment for this age group.	£2,500 plus VAT (funding already secured through grants and events fund raising)
Table tennis table	Install an outdoor table tennis table in the park, following its surge in popularity since the 2012 Olympics.	£3,000 plus + installation + VAT
Bridges	Install a bridge across the ditch between the woods and playing fields and across the ditch within the woods to facilitate access.	See Royal Engineers support. Cost of materials est £2k
Woodland activities	Sensitively improve the current accessibility of the woodland and promote its use as an integral part of the park. Improve animal habitats to conserve and protect the woodland	Costed as required, based on FOAF funding events & volunteer work.
A summer 5v5 grass football pitch / sports wall	At the bottom end of the park. Summer football pitch has been trialled in 2014 and should be adopted for future years.	Minimal - Painting costs for lines only. Ball wall is £700 + installation + VAT
Marked Rounders pitch at Fleet Mill Field	Marked in paint during the summer & access gaps in trees from Ancells Road to be widened for pedestrian and cycle access.	Minimal costs for paid

#### b. A Welcoming Place

Item	Description	Estimated Cost
Flowers and shrubs	Improve planting of flowers and shrubs throughout the park. And Remove some brambles to the entrance of the park from Farm Drive and drainage ditches Extend the wildflower meadow planted in 2012 (see Conservation & Management section below).	£2,500 excluding labour
Park benches & picnic tables	Install new seating / picnic tables in the park and other green areas around the estate (3 installed 2014). Include	£300 per bench/table

	wheelchair accessible benches. Include picnic area at Fleet Mill Fields.	
Sculptures / sundial / wall mural	Include some art in the newly planted areas & paint a mural on the pavilion (by a local artist).	£1,000 each + installation + VAT
Notice Board	Notice Board for promoting park events and FOAF	£200 - £500 + installation + VAT
History & wildlife information boards	Research, create and install information boards around the park & estate	£1,300 each + VAT for large board, or £80 + VAT for small plaque

#### c. Health and Safety/Well Maintained

Item	Description	Estimated Cost
Litter Bins	Install more litters bins around the Park and green area to the middle of the estate. Introduce recycling litter bins.	£180 each + installation + VAT
Drinking Water Fountain	Install a drinking water fountain near the Pavilion.	£2,000 + VAT
Surfaces & Drainage	Improve ground surfaces around play equipment and improve drainage of the whole field, to allow the park to be used year-round.	FTC to cost
Woodland pathways	Improve access by cutting back brambles & other invasive species on edges of woodland pathways.	Minimal – volunteer led
Pavilion Plumbing	Improve plumbing & access to stop cock + information to users.	FTC to cost

#### d. Community Involvement

Item	Description	Estimated Cost
Community events	Continue programme of community events, e.g. pub quiz, Christmas carols.	Costed as required, based on FOAF funding events & volunteer work.
Cycle Racks	Install more cycle racks to the entrances to the park to provide somewhere safe for visitors to store their bikes and promote green travel. (2 racks installed 2014)	£50 - £170 each depending on design + installation + VAT
Community Tool Bank	Should be created by Fleet Town Council for the use of all Parks & other community groups, including stock register for use of friends groups.	FTC to cost

#### e. Conservation and Management

Item	Description	Estimated Cost
Action days	Hold action days in the spring and autumn in conjunction with Fleet Town Council Action Days, including general maintenance and specific projects.	£100 per day

SINC status (Site of Importance for Nature Conservation).	To investigate SINC status for the woodland area to raise awareness of the importance of the site to wildlife and to make it a focus for conservation work	TBC if flora/fauna found to support this aspiration.
Wildflower meadow	Reseed & extend wild flower meadow.	£100 + donation of seed from HDC and use of digger from local resident
Small Pond	Create a small pond to multiply the bio-diversity of the park and create new habitats for wildlife.	£500
Water Butts	Provide water butts to the park to enable rainwater to be re-used on the flower beds throughout the summer months.	£100 + Installation + VAT
Detailed Conservation & Ecology Plan	Develop & agree a plan with the Parish & District Councils.	Minimal – volunteer led
Woods	Introduce a plan for conservation & improvement of the woods and to ensure that the current management plan is followed. Clear brambles, holly & other invasive species / non-native species to create more glade areas.	Minimal – volunteer led
Wildlife, Flora & Fauna	Improve understanding by working with local experts and other groups to explore and record. Remove invasive non-native species. Build a Stumpery.	See Wildlife Info Boards, other costs ave £100 per project.
Animals	Improve understanding of animals including birds, mammals, amphibians, reptiles, butterflies, moths, odonata (dragonflies & damselflies) and others by working with local experts and other groups to explore and record. Install bat and bird boxes, create a 'bug hotel', hedgehog house & other similar wildlife homes.	See Wildlife Info Boards, other costs ave £100 per project.

#### f. Maintenance of Equipment, Buildings and Landscape

Item	Description	Estimated Cost
Flooring around play equipment	New flooring is required to the area around over 5's play equipment due to the water logging occurring and mess, slipperiness & its unsightliness. Safety & maintenance from FTC maintenance budget. Any improvements on current provision to be separately costed in conjunction with FTC.	Depends on agreed scope
New fencing around U5s play area	New fencing required to the under 5yr old play area.	£5,000 + VAT
Hedging / Fencing around park / busy roads	To encourage growth of current hedging and extend to protect children for traffic.	Minimal costs
Regular maintenance	Fleet Town Council inspects the buildings, parks and play areas weekly, and organises any relevant works.	Standard FTC budgeted costs
Improvement of surfaces of woodland	Install a suitable surface on a small number of key pathways to facilitate easy access and also channel	£4,000 per 100m + installation +

pathways	people away from key areas of conservation.	VAT
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## 12. Annual Management and Maintenance

The staffing, management and maintenance of Ancells Farm Park falls to Fleet Town Council as owners of the site. Although the Grounds Maintenance team do the majority of work on site, outside contractors are required from time to time, where specialist skills are warranted. Accordingly, an approved list of contractors has been developed by Fleet Town Council.

### a. Weekly Checklist for Ancells Farm Park

Inspect	YES ✓ / NO ✕
Grass Cut	
Pitch been marked out	
Mole hills / rabbit holes cleared	
Any major dips or divers filled in and safe	
Rubbish on the pitches (broken and normal)	
Dips in goalmouths acceptable	
Surface clear of water	
Goals safe (hooks on back of crossbar)	
Pitch Playable	
Goals safe outside	
Pavilion Inspection	YES ✓ / NO ✕
Maintenance and damage check	
Lighting check	
Emergency lighting check	
Electric meter reading	
Paving surrounding pavilion is clear of weeds	

**Appendix 1 - Deed of Covenant N.B. there is a further deed changing the ownership to Fleet Town Council.**

Title Number : HP531521

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

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 2 APR 2014 at 12:44:33 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number : HP531521

Address of Property : Playing Fields and Play Ground at Ancells Farm, Fleet

Price Stated : Not Available

Registered Owner(s) : BLACKWATER AND HAWLEY TOWN COUNCIL of Council

Offices, Blackwater Centre, 12-14 London Road, Blackwater, Camberley, Surrey GU17 9AA.

Lender(s) : None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 2 APR 2014 at 12:44:33. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

## A: Property Register

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

HAMPSHIRE : HART

1 (20.10.1938) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Playing Fields and Play Ground at Ancells Farm, Fleet.

2 The mines beds and veins of minerals coal clay slate stone and other substances and substrata below a depth of 200 feet from the surface are excepted from the registration.

3 The Transfer dated 26 March 1991 referred to in the Charges Register contains the following provision:-

"THERE shall be excluded from this Transfer any water main in the land hereby transferred and the land hereby transferred is subject to all rights appurtenant to or in respect of any such water main"

4 (07.03.1997) A Transfer of the land in this title dated 3 February 1997 made between (1) Hart District Council (Transferors) and (2) Blackwater and Hawley Town Council (Transferees) is expressed to grant the following rights:-

"together with a right of way with or without vehicles over the track shown coloured brown on the plan subject to the payment by the Transferees of a proportion of the cost of the maintenance of the track according to user."

NOTE: The track shown coloured brown referred to above is tinted brown on the filed plan.

## 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 (07.03.1997) Proprietor: BLACKWATER AND HAWLEY TOWN COUNCIL of Council Offices, Blackwater Centre, 12-14 London Road, Blackwater, Camberley, Surrey GU17 9AA.

## 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 28 February 1986 made between (1) The Secretary of State for Defence and (2) Ideal Homes Southern Limited contains the following covenants:-

"THE Purchaser hereby covenants with the Vendor to the intent that the burden of this covenant may run with and bind the Property and every part thereof into whosoever hand the same may come and to the intent that the benefit thereof may be annexed to and run with the Retained Land and every part thereof as follows:-

(a) that neither the Property 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 owners or occupiers for the time being of the Retained Land or any part thereof.

2 The land is subject to the following rights reserved by the Transfer dated 28 February 1986 referred to above:-

"EXCEPTING AND RESERVING unto the Vendor in fee simple the cables wires pipes drains and channels (if any) in or over the Property and serving so much of the adjoining or neighbouring land of the Vendor as is shown edged green on the Plan (hereinafter called "the Retained Land") and ALSO RESERVING unto the Vendor in fee simple the right to the free passage of electricity gas water and soil through the same to and from the Retained Land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same"

3 The land is subject to the following rights granted by a Transfer of other land dated 28 February 1986 made between (1) Ideal Homes Southern Limited (Transferor) and (2) Galliford Homes Limited (Transferee):-

"There are granted to the Transferee the Supply Authorities and the Water Authority and all or any persons or bodies nominated or authorised by any of the foregoing in common with the Transferor and all others entitled the rights specified in the First Schedule to this Transfer for the benefit of the Property over the Transferor's retained land.

THE FIRST SCHEDULE before referred to

1. The rights at all times for purposes of access to and egress from the Property to pass and repass over the roads and footpaths within the curtilage of any dwelling Provided that such rights shall cease as and when and to the extent from time to time that such roads or footpaths shall become adopted by the Highway Authority as a public highway or footpath (as the case may be) maintainable at the public expense and that the exercise of such rights shall not impede the laying and construction of such roads or footpaths

2. The rights to the free passage of water soil and services from and to the Property through and along the sewers and service media now or within 80 years from the date of this Transfer in on under or over the Transferor's retained land together with such ancillary rights of entry and otherwise as are necessary to the exercise of such rights as aforesaid the person or persons exercising the same making good all damage occasioned thereby as quickly as reasonably practicable to the owner of the Transferor's retained land Provided that in relation to any sewers such rights shall cease and determine when and to the extent from time to time that any such sewers shall be adopted by the Water Authority for maintenance by it at the public expense

3. The rights at any time from the date of this Transfer to enter into and upon the Transferor's retained land insofar as necessary for the purpose of constructing laying and installing any sewers or service media provided that the routes and line of such sewers and service media shall be approved by the relevant owners for the time being of the parts of the Transferor's retained land affected by such approval not to be unreasonably withheld and in doing so the person or persons so entering shall cause as little damage and inconvenience as reasonably practicable to such owner and shall make good the surface of such part of the Transferor's retained land without any unnecessary delay."

NOTE: The land in this title forms part of the retained land referred to. The services referred to means all or any gas water electricity and telephone services required. The sewers means all surface water and foul sewers drains watercourses ditches and other channels and conduits and other works and equipment ancillary thereto. The service media means all pipes conduits wires cables and other media.

## C: Charges Register continued

4 A Transfer of other land dated 31 March 1987 made between (1) Ideal Homes Southern Limited (Transferor) and (2) Beric Developments Limited (Transferee) contains the following covenants by the Transferor:-

"the Transferor hereby covenants with the Transferee as follows for the benefit and protection of the Property and each and every part of it to observe and perform the restrictions and stipulations set out on the Third Schedule hereto

THE THIRD SCHEDULE before referred to

(a) Not to do or cause or permit to be done or omit to do on the Estate any act deed or thing which may prevent hinder inhibit or delay the adoption as publicly maintainable by the appropriate authority of any road or service media or any other constructions or facilities or parts thereof constructed within the boundaries of the Property SAVE ALWAYS that this covenant shall in no way inhibit residential commercial and ancillary development reasonably carried out of the Estate by the Transferor

(b) Not to do and use reasonable endeavours not to suffer to be done anything upon the Estate which may be or grow to be a nuisance or annoyance to any owner or occupier of any building constructed or to be constructed on the Property provided that residential commercial and ancillary development reasonable carried out within the Estate and shall not deemed to be a breach of this restriction."

NOTE: The land in this title forms part of the estate referred to.

5 A Transfer of other land dated 30 June 1987 made between (1) Ideal Homes Southern Limited (Transferor) and (2) Galliford Sears Homes Limited (Transferees) contains the following covenants by the Transferor:-

"The Transferor covenants with the Transferee for the benefit and protection of the Property and each and every part thereof to observe and perform the covenant set out in the Third Schedule hereto

THE THIRD SCHEDULE before referred to

Not to do or cause or permit to be done or omit to do on the Estate any

act deed or thing which may prevent hinder inhibit or delay the adoption as publicly maintainable by the appropriate authority of any road or service media or any other construction of facility or part thereof constructed within the boundaries of the property."

NOTE: The land in this title forms part of the Estate referred to.

6 A Transfer of other land dated 17 March 1988 made between (1) Ideal Homes Southern Limited (Transferor) and (2) Hampshire County Council (Transferee) contains the following covenants by the Vendor:-

"The Transferor hereby covenants for itself and its successors in title with the Transferee for the benefit of the Property and to the intent and so as to bind the retained land and each and every part thereof into whosoever hands the same may come not to construct or suffer or permit to be constructed a public house or any part or parts of a public house nearer than one hundred feet from any boundary of the property"

7 A Transfer of the land in this title and other land dated 27 March 1990 made between (1) Ideal Homes Southern Limited and (2) Hart District Council contains restrictive covenants and exceptions and reservations.

NOTE: Copy in Certificate. Original filed under HP404169.

8 The land tinted pink on the filed plan is not affected by the Transfers dated 28 February 1986 and 27 March 1990 referred to above.

9 The land tinted pink on the filed plan forms part of the Transferors estate referred to in the Transfer dated 31 March 1987 referred to above

10 The land tinted pink on the filed plan forms part of the estate referred to in the Transfer dated 30 June 1987 referred to above.

11 The land tinted pink on the filed plan forms part of the Vendors retained land referred to in the Transfer dated 17 March 1988 referred to above.

12 A Transfer of the land tinted pink on the filed plan dated 26 March 1991 made between (1) Ideal Homes Southern Limited (Transferor) and (2) Hart District Council (Transferee) contains the following covenants:-

"The Transferee covenants with the Transferor not to cause permit or allow the land hereby transferred to be used otherwise than for or associated with social or recreational purposes with the intention that:

a) the burden of this covenant shall run with and bind each and every part of the land hereby transferred and

.....

With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor to henceforth observe and perform all covenants and conditions referred to in the registers of the above mentioned title and the documents therein referred to and to indemnify the Transferee against all actions claims and demands in respect of any breach of such covenants and conditions so far as aforesaid"

13 A Transfer of the land in this title dated 3 February 1997 made between (1) Hart District Council (Transferor) and (2) Blackwater and Hawley Town Council (Transferee) contains the following covenants:-

"The Transferees hereby covenant with the Transferors so as to benefit the land edged with blue on the plan bound up within or any part or parts thereof and so far as to bind the land hereby transferred into whosoever hands the same may come but not so as to render the Transferees personally liable in damages for any breach of the restrictive covenant after they shall have parted with all interest in the land hereby transferred as follows:

The Transferees hereby covenant not to use the land for anything other than recreational and social purposes."

NOTE: The land edged blue referred to adjoins the land in this title to the north and west.

14 The Transfer dated 3 February 1997 referred to above contains a provision relating to the transfer of the land in the following terms:



"to re-transfer the land to the Transferor for a consideration of one pound if called upon to do so by the Transferor at any time within 21 years of the date hereof in the event that the land shall consequent upon a review of the Transferee's boundaries cease to be within the area of the Transferee and in the event that part of the land shall so cease to be within the area of the Transferee to covenant to retransfer shall apply to that part."

End of register

## **Appendix 2 – Map of the park**