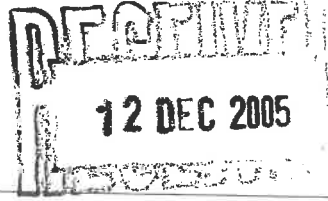




LANDS IMPROVEMENT HOLDINGS plc



1 BUCKINGHAM PLACE
LONDON SW1E 6HR
Tel: 020 7222 5331
Fax: 020 7630 7034
E-mail: enquiries@lih.co.uk
Website: www.lih.co.uk

JS/

email: jamesstone@lih.co.uk

R. Bishop Esq.
Town Clerk
Swaffham Town Council
Town Hall
4 London Street
Swaffham
Norfolk
PE37 7DQ

Sent by email and post

8th December 2005

SUBJECT TO CONTRACT

Dear Mr Bishop

Re: Land at Swaffham

Further to my letter dated 6th December, a copy of which is attached please find enclosed a plan depicting the area of land that we propose selling to the Town Council for the community swimming pool project edged red.

The triangle on the eastern boundary has been hatched to demonstrate the area that we consider to be un-developable land. I confirm that the remainder of the land edged red extends to 2 acres of developable land.

You should note that as set out in my letter dated 6th December, Landmatch Limited will grant the Town Council and its successors in title a right of way for the benefit of access to the land edged red over the area of land cross hatched.

I trust that the plan is clear. However, should you have any query regarding the plan, or the terms proposed for the sale, please do not hesitate to contact either me or Tim Raikes of RH & RW Clutton.

Yours sincerely

James Stone



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R. Bishop Esq.
Town Clerk
Swaffham Town Council
Town Hall
4 London Street
Swaffham
Norfolk
PE37 7DQ

Sent by email and post

6th December 2005

SUBJECT TO CONTRACT

Dear Mr Bishop

Re: Land at Swaffham

I refer to our recent telephone conversations regarding the Town Council's interest in acquiring Landmatch Limited's freehold interest in 2 acres of land to the north of the Ecotech Centre in Swaffham.

I have discussed the outstanding issues on the terms for a sale with the Board and for the sake of absolute clarity I can confirm that Landmatch Limited are prepared to sell 2 net developable acres of land in the general area previously agreed together with the requisite rights of access (accurate plan to follow).

The price for the land is to be £70,000.

The purchaser and its successors in title are to enter a covenant to use the property for community leisure use on a 'not for profit' basis. For the avoidance of doubt Landmatch Limited accept that community leisure uses could include other sporting activities other than a swimming pool and that 'not for profit' does not preclude the operation running a financial surplus under a sinking fund to cover such items, but not exclusively, ongoing maintenance and repair of the facilities. The term 'not for profit' is meant that the property is not to be used for a commercial enterprise whose reason d'etre is to generate a profit for the benefit of its owners/shareholders.

The purchaser and its successors in title will be obliged to progress the promotion of its community leisure facility and develop the facility once the funding is secured.

Landmatch Limited and its successors in title will have the option to buy back the property if after 5 years the Town Council's plans for development of the community leisure facility are not being progressed.

For the avoidance of doubt if a funding application is lodged at the 5th anniversary then the option to buy back will be deferred until such time as the outcome of the funding application is known. In the event that funding is in place for the community leisure facility on the 5th anniversary then the Town Council will be obliged to develop the facility and the option to buy back will cease to be operable and will be released.

If at any point the purchaser or its successors in title wish to sell the property having not developed the community leisure facility then it must first offer the property to Landmatch Limited. Landmatch Limited will within 2 months of being given notice provide confirmation on whether they wish to purchase the property. If Landmatch Limited does not wish to purchase the property then the purchaser will be free to sell the property on the open market.

If Landmatch Limited wish to purchase the property it will pay the Town Council the original purchase price plus interest calculated with reference to the Bank of England base rate.

The purchaser and its successors in title are to covenant directly with Landmatch Limited not to object to the future promotion or use of the retained land, subject to the exception that the purchaser may object should the future use or development of the retained land be in direct competition with the community leisure facility.

Landmatch Limited is not prepared to accept the further test you propose, that the Town Council may object if it is judged that the future use/development of Landmatch Limited's retained land would have a detrimental effect on the Town Council's property. It is our view that the Town Council's interests will be adequately provided for by the planning process.

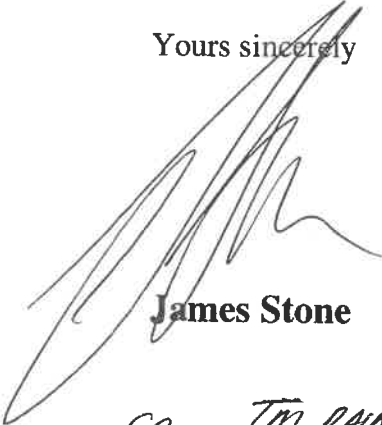
Landmatch Limited's will if required enter a S.106 Agreement for the proposed community leisure development, subject to the purchaser and its successors in title indemnifying Landmatch Limited's for meeting any of the planning obligations and paying Landmatch Limited's reasonable legal costs in dealing with the S.106.

I believe the above terms accommodate the concerns voiced by your members and trust that they will now find them acceptable. I would propose that once you have approval we proceed with instructing our respective solicitors to draw up a sale contract.

For your information we now have agreement with Breckland Council on terms to acquire rights of access over the Ecotech estate road. My last correspondence with Breckland suggested that the proposal to grant both the Town Council and Landmatch Limited's rights of access would be considered at the same Executive Committee with an officer's recommendation to approve.

I look forward to hearing from you. In the meantime should you wish to discuss the matter please do not hesitate to contact me.

Yours sincerely

A large, stylized handwritten signature in black ink, appearing to be 'James Stone', written over the typed name.

James Stone

cc. *TIM RAINES - RH & RW CLUTTONS*

RECEIVED

11 DEC 2008

W.F.S

W. F. SMITH & CO

GLENCOE HOUSE
25 MARKET PLACE
DEREHAM
NORFOLK
NR19 2AX

SWAFFHAM TOWN COUNCIL

SOLICITORS
WEBSITE: www.wfsmith.co.uk

TEL: (01362) 852900
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DX: 45052 DEREHAM

Mr. R Bishop
Swaffham Town Council
Town Hall
4 London Street
Swaffham
Norfolk
PE37 7DQ

Date: 9 December, 2008

Your Ref:

Our Ref: AGHS VE

Please ask for: Mr. A G H Stokes

Dear Richard

Re: Land at Swaffham

I duly registered the Council's title to the land at Swaffham and enclose the Title Information Document. Please read through this carefully and if you have any queries please let me know.

Yours sincerely

A G H Stokes

These offices will be closed from 5pm on 23rd December 2008 until 9am on 2nd January 2009

We would like to wish everyone a Merry Christmas and a Happy New Year

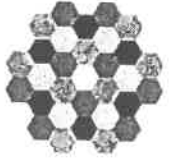


Partners: A.G.H. STOKES P.S. LANE B.A. (Hons)
D.M. FAIRLEY LL.B. (Hons)
Consultant: R.S. SHARP LL.B.
Solicitor: JAKKI UPTON
F.INST.L.Ex. TERESA TAYLOR



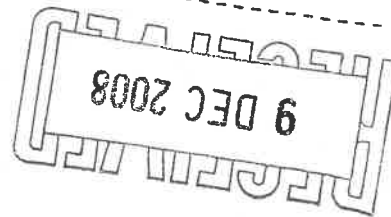
OFFICES AT: DEREHAM (01362) 852900 · WATTON (01953) 880800

This firm is regulated by the Solicitors Regulation Authority



W F SMITH & CO
DX45052
DEREHAM

DX



Date
8 December 2008

Your ref
AGHS VE STC

Our ref
RCS/NK382553

Completion of registration

Title number **NK382553**
Property **land at Swaffham**
Registered proprietor **Swaffham Town Council**

Your application lodged on 8 December 2008 has been completed. An official copy of the register is enclosed together with an official copy of the title plan.

There are no other documents to send to you.

If we need to write to, or send a formal notice to, an owner, chargee or other party who has an interest noted on the register, we will write to them at their registered address. It is important that this address is correct and up to date. Please let us know at once of any change of address, quoting the title number.

You do not need to reply unless you think a mistake has been made. If there is a problem or you require this correspondence in an alternative format, please let us know.

The Title information document is enclosed for you to keep or issue to your client as appropriate.

Land Registry
Kingston upon Hull Office
Earle House
Colonial Street
Hull HU2 8JN

DX 26700 Hull 4

Tel 01482 223244
Fax 01482 224278
kingstonuponhull.office
@landregistry.gsi.gov.uk

www.landregistry.gov.uk



Title information document

This document has been issued following a change to the register. It has been supplied for information only. It should not be sent to Land Registry in connection with any subsequent application.

Attached is an official copy of the register and of the title plan showing the entries subsisting following the recent completion of the application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in future you wish to apply for an official copy of the register or the title plan showing the then position, please apply using form OC1 (available from us, our website and from law stationers). A fee is payable for each copy issued.

If we need to write to, or send a formal notice to, an owner or other party who has an interest noted on the register, we will write to them at the address shown on the register. It is important that this address is correct and up to date. If you have such an address but wish to change it, please let us know as soon as possible, quoting the title number.

If you have any queries, or you require this correspondence in an alternative format, please contact us at the address shown, quoting the title number shown on the top of the official copy.

Land Registry
Kingston upon Hull Office
Earle House
Colonial Street
Hull HU2 8JN

DX 26700 Hull 4

Tel 01482 223244
Fax 01482 224278
kingstonuponhull.office
@landregistry.gsi.gov.uk

www.landregistry.gov.uk



Official copy of register of title

Title number NK382553

Edition date 08.12.2008

- This official copy shows the entries in the register of title on 8 December 2008 at 10:39:24.
- 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 8 December 2008.
- 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 Kingston upon Hull Office.

A: Property register

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

NORFOLK : BRECKLAND

1 (07.01.1992) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Swaffham.

2 (07.01.1992) The land has the benefit of the following rights granted by the Conveyance dated 4 April 1967 referred to in the Charges Register:-

"Together also with the benefit of all agreements easements quasi-easements rights quasi-rights wayleaves all rights of way and other privileges necessary or convenient for the proper enjoyment of the Red lands over and across any adjoining or neighbouring land"

3 (07.01.1992) The Conveyance dated 4 April 1967 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED between the parties hereto

that there shall be excepted and reserved out of the conveyance by Weasenham in Clause 1 hereof contained unto Weasenham and for the benefit of all and singular such lands and premises now belonging to Weasenham as are adjacent to any part of the Red lands and every part thereof all such easements rights quasi-easements or quasi-rights together with such ancillary provisions as shall be reasonably necessary the appropriate to preserve for such adjacent land all the existing amenities thereof including but without prejudice to the generality of the foregoing all rights of support and the free passage and running of water soil gas and electricity through the drains sewers pipes watercourses cables and wires situate and running at the date hereof or at any time within 80 years hereafter may be in thorough or over the Red land and the right to enter upon the Red land at any time during the daytime upon giving reasonable notice during the said period of 80 years to use and connect with any such

A: Property register continued

sewers drains pipes watercourses cables or wires at the cost of the person or persons exercising such rights PROVIDED nevertheless that such person or persons shall in the exercise of any such right do no unnecessary damage to the Red land and that upon completion of any work carried out in the exercise of any such right the surface of the Red land shall be restored to its present condition or to the condition in which at the time of such exercise it shall be in or near thereto as may be reasonably possible and in the event of such restoration not being possible such person or persons shall pay reasonable compensation for all or any damage as may be suffered by or to the Red land and in the event of any dispute arising out of the provisions of this sub clause in respect of the state of restoration or compensation to be paid shall be determined by a surveyor (acting as an expert and not as an arbitrator) as the President for the time being of the Royal Institute of Chartered Surveyors shall appoint at the request of the owner for the time being of so much of the Red land as shall require restoration or have sustained damage and the costs of such determination which shall be final and binding on all persons affected thereby shall be paid by the person or persons required to make such restoration or causing such damage as aforesaid in the exercise of such rights as aforesaid"

- 4 (08.12.2008) The land has the benefit of the rights granted by the Transfer dated 17 October 2008 referred to in the Charges 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

- 1 (08.12.2008) PROPRIETOR: SWAFFHAM TOWN COUNCIL of 4 London Street, Swaffham, Norfolk PE37 7DQ.
- 2 (08.12.2008) The price stated to have been paid on 17 October 2008 was £70,000.

C: Charges register

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

- 1 (07.01.1992) By a Conveyance of the land in this title and other land dated 4 April 1967 made between (1) Weasenham Farms Company Limited (Weasenham) (2) The Feltwell Fen Farms Limited (Feltwell) (3) Guardian Assurance Company Limited (Guardian) (4) British Field Products Limited (B.F.P) (5) R.J. Seaman & Sons Limited and The Norwich Grain Company Limited (Charging Subsidiaries) and (6) Hill Samuel & Company (H.S.) the land was conveyed subject as follows:-

"Subject to the exclusions and other matters and things specified in the Second part of the said Second Schedule in so far as such exclusion matters and things are still subsisting and capable of taking effect

PART II

Matters and things subject to which the Red Lands are hereby conveyed

To all such restrictive covenants easements quasi-easements rights of way and passage of water and soil (if any) affecting the Red Lands (if any) in

C: Charges register continued

so far as the same are still subsisting and affect the Red lands or any part thereof and are capable of taking effect"

NOTE: The Red lands referred to comprise the land in this title and other land.

- 2 (08.12.2008) A Transfer of the land in this title dated 17 October 2008 made between (1) ALIH (Farms) Limited and (2) Swaffham Town Council contains restrictive covenants.

NOTE: Copy filed.

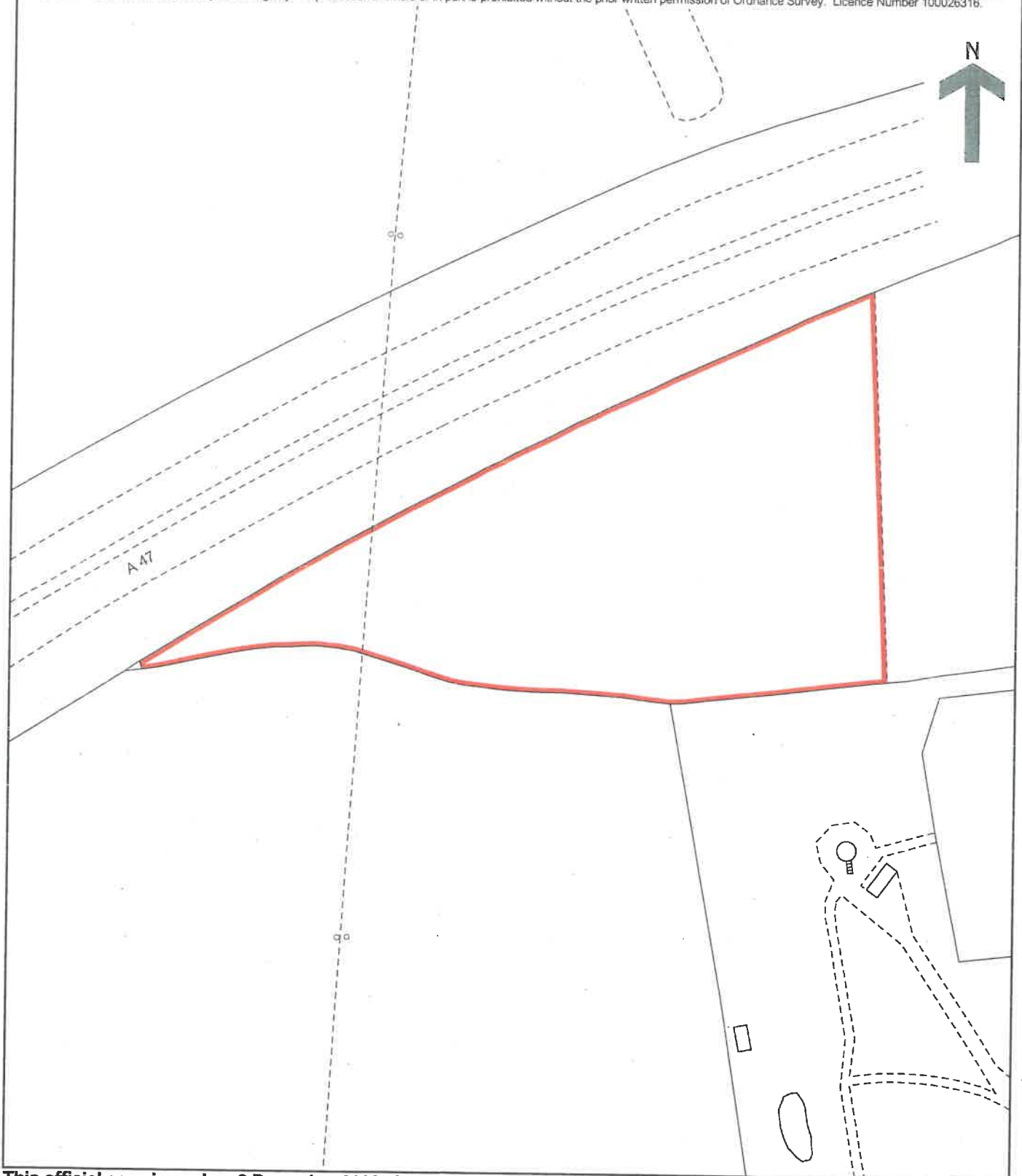
End of register

Land Registry
Official copy of
title plan

Title number **NK382553**
Ordnance Survey map reference **TF8110SE**
Scale **1:1250** enlarged from 1:2500
Administrative area **Norfolk: Breckland**



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This official copy issued on 8 December 2008 shows the state of this title plan on 8 December 2008 at 10:39:24. 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 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Kingston upon Hull Office.

RECEIVED

20 AUG 2008

W.F.S

SWAFFHAM TOWN COUNCIL

W. F. SMITH & CO

GLENCOE HOUSE
25 MARKET PLACE
DEREHAM
NORFOLK
NR19 2AX

SOLICITORS

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FAX: (01362) 698404
DX: 45052 DEREHAM

Mr R Bishop
Town Clerk
Swaffham Town Council
Town Hall
SWAFFHAM
Norfolk PE37 7DQ

Date: 19 August, 2008
Your Ref:
Our Ref: AGHS.RSS.JG.STC
Please ask for: Mr. Stokes

Dear Richard

Re: Land at Swaffham

Thank you for your letter of 14th August 2008.

You may recall that I wrote to you on the 17th April 2008 regarding a Deed of Grant of Easement which had been entered into on the 14th April between Breckland District Council and ALIH (Farms). That Deed of Grant created a right of way for the benefit of ALIH and its successors in title (i.e. the Council) over that part of the land of Breckland which you have edged in black on your plan. Clause 2 of the Deed (on page 5) specifically states that the grant of the rights is for the benefit of the farming company and its successors in title.

In law an easement once granted attaches to the land which has the benefit of it and that means that when any part of the benefited land is sold it carries with it all the rights which it enjoys. That means, in this case, that when ALIH complete the sale of the land to the Council, the Council will automatically enjoy it with the benefit of the rights granted by the Deed of Easement. It was the absence of those rights which prompted me to advise you not to proceed until the Deed had been entered into.

I trust that this letter provides you with the assurance that you need.

Yours sincerely

A G H Stokes
W F SMITH & CO



Partners: A.G.H. STOKES P.S. LANE B.A. (Hons)
D.M. FAIRLEY LL.B. (Hons)
Consultant: R.S. SHARP LL.B.
Solicitor: JAKKI UPTON
F.INST.L.Ex. TERESA TAYLOR



Community Legal Service



Criminal Defence Service



OFFICES AT: DEREHAM (01362) 852900 · WATTON (01953) 880800

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