

I **CHRISTOPHER MICHAEL ALDOUS** of Reeds Farm House, Weston Corbett, Basingstoke, Hampshire
RG25 2PB

DO SOLEMNLY AND SINCERLEY DECLARE as follows:

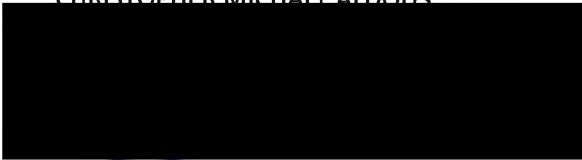
1. I previously lived at Hackwood Farm, Tunworth, Basingstoke, RG25 2LB (The Property).
2. I purchased the Property with my wife in 1999 and we subsequently lived next door at Hackwood Grange from 24th September 2009, when we sold the Property to Charles Remnant, until October 2020, when we moved to the neighbouring village of Weston Corbett. I, therefore, have over 20 years of personal knowledge about the Property and the use that has been made of it.
3. There is now produced to me and marked "**CMA 1**" a copy of the Land Registry title document and marked "**CMA 2**" a copy of the Land Registry plan confirming the date of my sale and the extent of the Property.
4. There is also now produced to me and marked "**CMA 3**" a Plan ("the Plan") showing the full extent of the Property that I sold to Charles Remnant outlined in red and two parcels of land outlined and hatched in green labelled "East Garden" and "West Garden".
5. When I purchased the property in 1999, we always used the West Garden as part of our garden. When living next door from 2009 to October 2020 I saw when visiting the Property and seeing it from my own garden that Charles Remnant continued to use the land in the same way as an integral part of his garden.
6. The West Garden includes the driveway access to the garages, an area used as a vegetable garden, which has previously also had a greenhouse on it. The majority of the land is laid to lawn with a number of ornamental trees and hedges planted on it. During my tenure it was the site for childrens' swings and a trampoline as well as cricket nets and a small football area. From my vegetable garden at Hackwood Grange I could observe that Mr Remnant and his family used the area for similar purposes including the positioning of a trampoline, greenhouse and other items of domestic and recreational paraphernalia. There is now produced to me and marked "**CMA 4**" a number of photographs of the West Garden dating back to 2007, which show the ornamental layout of the area and the greenhouse.
7. Since our purchase of the Property in 1999 the West Garden has never been used for agricultural purposes or for any other purposes other than residential garden associated with the residential occupation of Hackwood Farm.
8. When we sold the Property we moved into the adjacent barn conversion. We retained a strip of land to provide a new vehicular access to our new home. The remainder of the land on this side of the property was included in the sale to Charlie Remnant and became the East Garden.
9. The East Garden includes the driveway access to the cottage. The driveway has been used in association with Charlie's parents' permanent residential use of the cottage since October 2010. The remainder of the area has been laid to lawn and enclosed with hedging since January 2011. It has been used as part of the garden continuously since that time.

10. Since January 2011 the East Garden has never been used for agricultural purposes or for any other purposes other than residential garden associated with the residential occupation of Hackwood Farm.
11. I can confirm that, to the best of my knowledge and belief, the West Garden has been used continuously as part of the garden since I purchased the property in 1999 and the East Garden has been used continuously as part of the garden since it was laid to lawn and enclosed by hedging in January 2011. The use of both the West Garden and East Garden, as shown on the Plan, continues up to the date of swearing this statutory declaration.

AND I MAKE THIS DECLARATION conscientiously believing the same to be true by virtue of the Statutory Declaration Act 1835.

SWORN BY the said

CHRISTOPHER MICHAEL ALDOUS



This 12TH day of JUNE two thousand and twenty one



MARK BERESFORD RUFFELL
BARRISTER AT LAW

Solicitor/Commissioner of Oaths

THIS IS THE EXHIBIT MARKED "CMA 1"
REFERRED TO IN THE STATUTORY DECLARATION
OF CHARLES HENRY REMNANT
DECLARED BEFORE ME

THIS 12th DAY OF JUNE 2021



MARK BERESPOD RUFFELL
.....
BARRISTER AT LAW.
SOLICITOR AND COMMISSIONER FOR OATHS



Official copy of register of title

Title number HP720972

Edition date 05.01.2017

- This official copy shows the entries on the register of title on 10 JUN 2020 at 14:49:29.
- 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 10 Jun 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

A: Property Register

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

HAMPSHIRE : BASINGSTOKE AND DEANE

- 1 (05.05.1999) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Hackwood Farm, Tunworth, Basingstoke (RG25 2LB).
- 2 (05.05.1999) Notice entered in pursuance of rule 254 of the Land Registration Rules 1925 on 19 November 1999 that the registered proprietor claims that the land tinted pink on the title plan has the benefit of a right of way with or without vehicles over the land tinted brown on the title plan.

NOTE 1: In addition to the statutory declarations lodged in support of the original claim dated 27 October 1999, a further statutory declaration dated 8 October 2009 was lodged on 30 October 2009.

NOTE 2: Copy Statutory Declarations filed.

- 3 (05.05.1999) The land tinted pink on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 March 1999 secondly referred to in the Charges Register.
- 4 (05.05.1999) The Transfer dated 31 March 1999 referred to above contains a provision as to boundary structures.
- 5 (30.10.2009) The land edged and numbered 1 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 24 September 2009 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 (28.11.2014) PROPRIETOR: CHARLES HENRY REMNANT of Hackwood Farm,

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.

B: Proprietorship Register continued

Tunworth, Basingstoke RG25 2LB.

- 2 (30.10.2009) The price stated to have been paid on 24 September 2009 was £2,290,000.
- 3 (05.01.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 December 2016 in favour of Coutts & Company referred to in the Charges Register.

C: Charges Register

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

- 1 (05.05.1999) A Transfer of adjoining land dated 31 March 1999 made between (1) The Rt. Hon. William Michael Berry The Lord Hartwell and The 140 Trustee Company (Transferor) (2) Drumbeat Farming Enterprises Limited and (3) B.A.G. Farms Limited (Transferee) contains covenants by the Transferor details of which are set out in the schedule of restrictive covenants hereto.

- 2 (05.05.1999) The land is subject to the following rights granted by the Transfer dated 31 March 1999 referred to above:-

"2 A right at any time during the period of 3 years from the date of this Deed at the Transferee's cost to enter upon and break up the surface of the Blue Retained Land with men and all necessary equipment for the purposes of making a connection to the electricity sub station on a pole on the Blue Retained Land presently at the approximate position marked SS on Plan 1 or at such other location as the owner of the Blue Retained Land may notify to the Transferee along the boundary between the Property and the Blue Retained Land south of the Hackwood Farm Buildings and of laying and thereafter at all times using, inspecting, repairing and replacing an underground electric cable along a route to the Property the line of which shall first be submitted to and approved by the owner of the Blue Retained Land (such approval not to be unreasonably withheld or delayed)

3 Subject to the Transferee paying to the owner of the Blue Retained Land on demand (following delivery by the owner of the Blue Retained Land of a properly constituted VAT invoice) a contribution (to be calculated according to user) of the costs incurred by the owner of the Blue Retained Land in maintaining repairing and if necessary replacing the same (but not to a standard materially better than as existing at the date hereof) a right of way in common with the owner of the Blue Retained Land and all others entitled to a like right for the Transferee and the owners and occupiers for the time being of the Property or any part thereof and their respective licensees at all times after the date of this Transfer by day or night with or without vehicles of any description and with or without animals for both agricultural and residential purposes to pass and re-pass along the tracks over the Blue Retained Land between the points marked A-N-K and A-N-B on Plan 1 subject to such reasonable alterations to the route between the said points A-N as Drumbeat shall require (Drumbeat bearing the costs of such alteration and ensuring that the surface of such altered route is of a similar specification) PROVIDED THAT

3.1 The right for such agricultural access shall cease and be extinguished on the date three months after the date on which Drumbeat shall pay to the Transferee the sum of sixteen thousand pounds (£16,000) plus VAT if applicable and subject to delivery by the Transferee to Drumbeat of a properly constituted VAT invoice in respect of such sum.

3.2 Subject to the provisions of paragraph 3.1 above the rights for both agricultural and residential access to the Property hereby granted shall cease and be extinguished either on a date three months after the date on which all the following conditions are satisfied or if later on the date on which the new residential access mentioned in paragraph 3.2.1 below is completed provided that in any event such rights shall

C: Charges Register continued

be extinguished on the date which falls six months after the date on which all the following conditions are satisfied:-

3.2.1 A CLEUD is obtained to the effect that there is an established residential use which benefits the Property at the point marked P on Plan 1 or planning permission is granted in terms satisfactory both to Drumbeat and the Transferee for both agricultural and residential access to the Property from the public highway at either of the points marked J or P on the Plans and

3.2.2 In the case of the CLEUD being issued or of such planning permission being granted in respect of the point marked P on Plan 1 the land shown edged purple on Plan 1 together with such additional land as Drumbeat shall deem necessary to implement the said planning permission being part of the Blue Retained Land has been transferred to the Transferee for no monetary consideration with vacant possession and otherwise unencumbered (each party bearing its own costs) and

3.2.3 The payment provided for at sub-paragraph 3.1 of the Schedule has been made."

NOTE: A CLEUD is defined in the said Transfer as a certificate of Lawful Established Use or Development under the provisions of the Town and Country Planning Act 1990.

- 3 (05.05.1999) A Transfer of the land tinted pink on the title plan and other land dated 31 March 1999 made between (1) The Right Honourable William Michael Berry The Lord Hartwell and The 140 Trustee Company (2) Drumbeat Farming Enterprises Limited and (3) Christopher Michael Aldous and Amanda Elizabeth Aldous contains restrictive covenants.

NOTE: Copy filed under HP569449.

- 4 (30.10.2009) By a Transfer dated 27 October 2000 made between (1) Right Honourable William Michael Berry Lord Hartwell and The 140 Trustee Company Limited (2) Drumbeat Farming Enterprises Limited and (3) Christopher Michael Aldous and Amanda Elizabeth Aldous the land tinted blue on the title plan was conveyed subject as follows:-

"subject tothe matters contained or referred to in the Original Transfer"

NOTE 1: The Original Transfer referred to is dated 31 March 1999 made between the same parties as the Transfer dated 27 October 2000 referred to above. The matters include restrictive covenants

NOTE 2: Original filed under HP569449.

- 5 (30.10.2009) A Transfer of the land edged and numbered 1 in blue on the title plan dated 24 September 2009 made between (1) Christopher Michael Aldous and Amanda Elizabeth Aldous and (2) Charles Henry Remnant and Joanna Mary Shepherd Remnant contains restrictive covenants.

NOTE: Copy filed.

- 6 (30.10.2009) A Transfer of the land edged and numbered 2 in blue on the title plan dated 24 September 2009 made between (1) SLA Property Company Limited and (2) Charles Henry Remnant and Joanna Mary Shepherd Remnant contains restrictive covenants.

NOTE: Copy filed.

- 7 (05.01.2017) REGISTERED CHARGE dated 7 December 2016.

- 8 (05.01.2017) Proprietor: COUTTS & COMPANY (an unlimited company) (Co. Regn. No. 36695) of 440 Strand, London WC2R 0QS.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 31 March 1999 referred to in the Charges Register:-

"The Transferor covenants with the Transferee to the intent that the

Schedule of restrictive covenants continued

burden of the covenant will run with and bind the Retained Land and every part of it (but not so as to render the Transferor personally liable in damages for any breach of a covenant after it has parted with all interest in the Property) and that the benefit of the covenant will be annexed to and run with the Property and every part of it to observe and perform the stipulations set out in the Second Part of Schedule 5.

SCHEDULE 5

The Second Part

1 In respect of the Yellow Land:-

1.1 At all times to maintain the Yellow Land as woodland or woodland belt and to take such steps as soon as practicable to include the planting of laurel and holly on the Yellow Land to secure that the Yellow Land shall provide at all times a screen between the Property and the Blue Retained Land.

1.2 not at any time after the date of this Transfer to exercise or cause or permit to be exercised any sporting rights on the Yellow Land to include without limitation the standing or use of guns, the picking up of game or the location of pheasant pens.

2 If the Transferor or its successors in title obtains planning permission for a change of use of the agricultural barns shown hatched blue on Plan 1 then:-

2.1 during the next planting season following the grant of such permission the Transferor shall plant and thereafter establish and maintain a woodland belt no less than five metres in width between the points marked L and M on Plan 1; and

2.2 such woodland belt shall comprise a mixture of conifer and deciduous trees including without limitation laurel and holly with the intention of providing and maintaining so far as reasonably practicable a screen between the Property and the Retained Land

.....

4 Not to do or permit or suffer to be done any act matter or thing which may be or become a matter of annoyance damage or disturbance to the Transferee or the owners or occupiers of the Property or any part thereof.

.....

7 To pay to the Transferee on demand at the rate charged from time to time by the local water company for domestic water or water supplied for agricultural purposes (as the case may be) for all water recorded as having been supplied to the the (sic) Blue Retained Land as measured by the meters installed or to be installed at the points marked WM6 and WM7 on Plan 1 and to contribute on demand according to user to the costs incurred by the Transferee in maintaining repairing or replacing that section of the Private Water Supply Pipe which is situated on or under the Property between the points marked Z and WM6 on Plan 1 in the case of Hackwood Farmhouse and Z and WM7 on Plan 1 in the case of Hackwood Barns or if the Private Water Supply Pipe shall be connected to the mains water supply at the point marked V on Plan 1 then between the points marked V Z and WM6 and V Z and WM7 respectively.

8 Subject to receiving from the Transferee on demand following the delivery to the Transferee of a properly constituted VAT invoice all payments due in accordance with the provisions of paragraph 1 of Schedule 3 and so long as but only for so long as the owner or occupier of any part of the Pink Retained Land shall use or enjoy the use for any purpose of water taken from the Borehole or stored in the Water Tower or shall otherwise use the Water Apparatus the Transferor will maintain repair and keep in good order repair and condition each of the

Schedule of restrictive covenants continued

Borehole the Water Apparatus and the Water Tower and the water meters at the points marked WM1 and WM2 on Plan 2.

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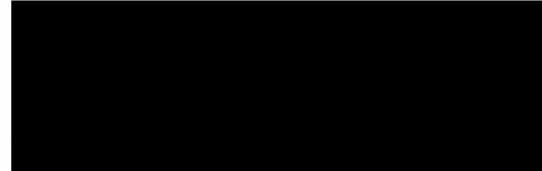
10 Not to lock any gate on the rights of way between the points marked E F or A N K or A N B on Plan 1 without first providing the Transferee or its successor in title to the whole or any part of the Property with at least two keys for or the combination of any such lock."

NOTE: Original Transfer filed under HP569372.

End of register

THIS IS THE EXHIBIT MARKED "CMA 2"
REFERRED TO IN THE STATUTORY DECLARATION
OF CHARLES HENRY REMNANT
DECLARED BEFORE ME

THIS 12th DAY OF JUNE 2021



MARK BERESFORD RUFFELL
BARRISTER AT LAW

.....
SOLICITOR AND COMMISSIONER FOR OATHS

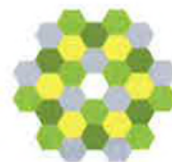
These are the notes referred to on the following official copy

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

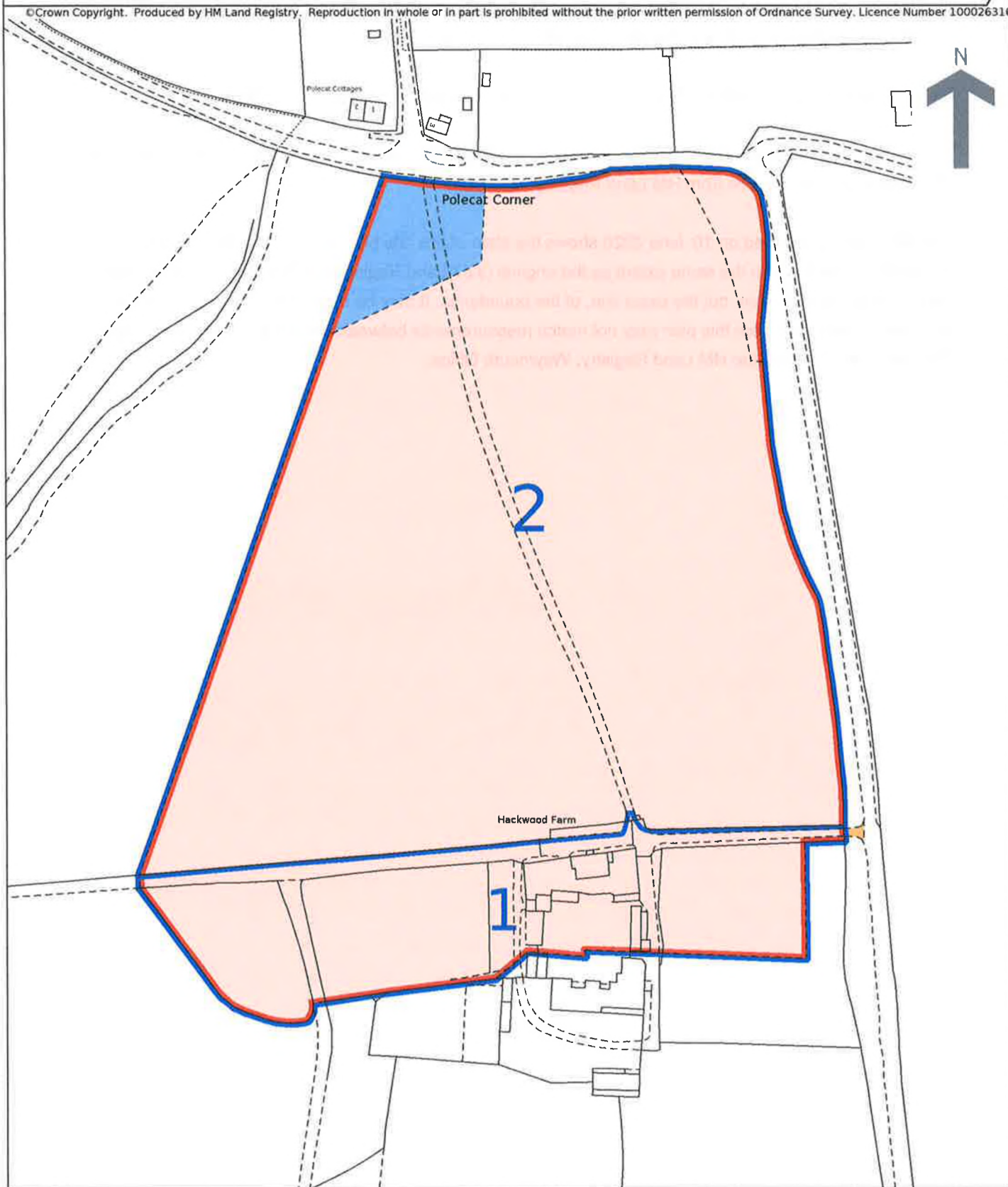
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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 HM Land Registry.

This official copy is issued on 10 June 2020 shows the state of this title plan on 10 June 2020 at 14:49:29. 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. This title is dealt with by the HM Land Registry, Weymouth Office .



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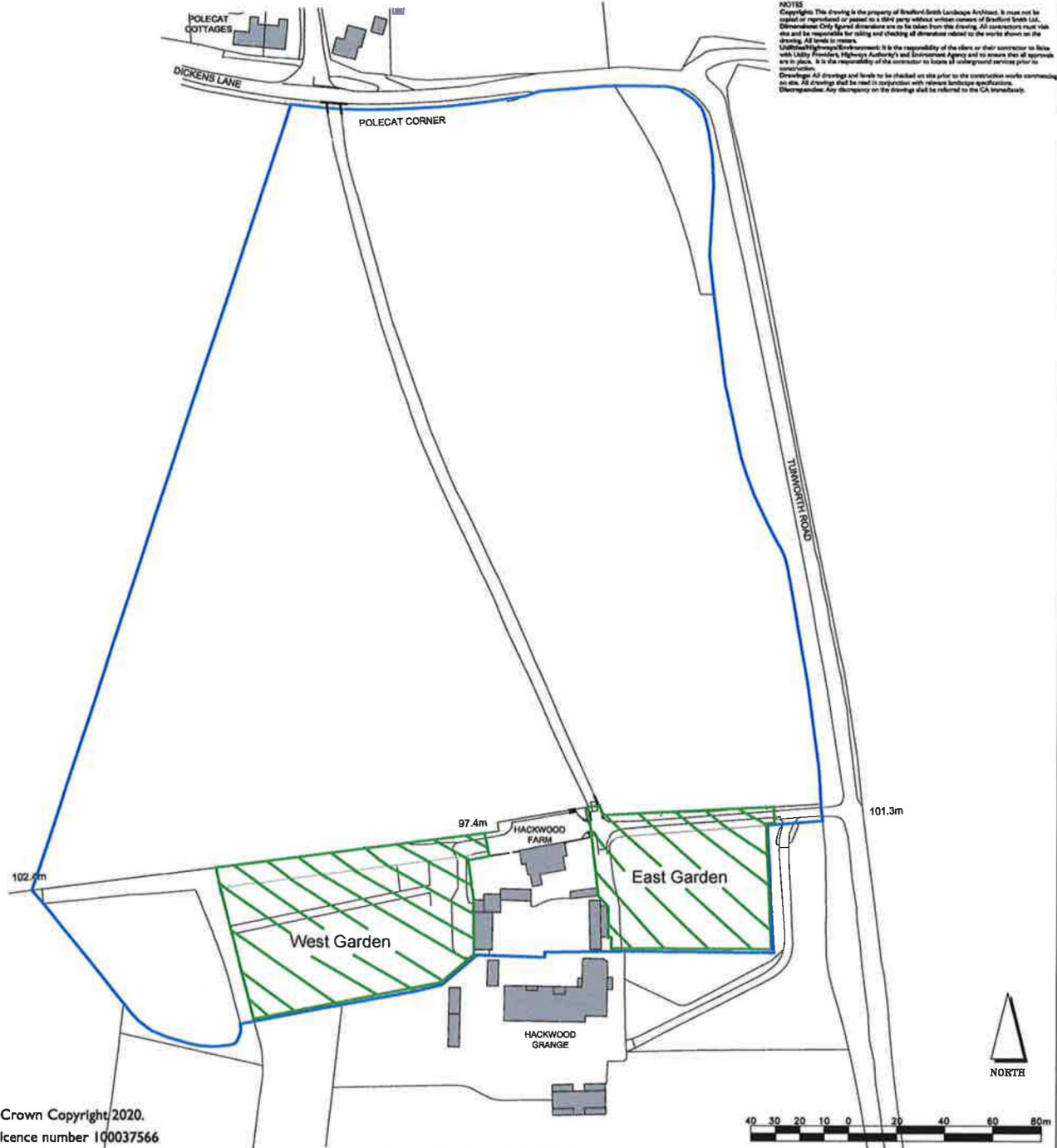
THIS IS THE EXHIBIT MARKED "CMA 3"
REFERRED TO IN THE STATUTORY DECLARATION
OF CHARLES HENRY REMNANT
DECLARED BEFORE ME

THIS 12th DAY OF JUNE 2021





MARK BERESFORD RUFFELL
BARRISTER AT LAW
.....
SOLICITOR AND COMMISSIONER FOR OATHS

NOTES
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 Drawings: All drawings and levels to be checked on site prior to the construction works commencing on site. All drawings shall be read in conjunction with relevant building specifications.
 Discrepancies: Any discrepancy on the drawings shall be referred to the CA immediately.



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LEGEND

-  Garden Areas the Subject of this Application
-  Ownership Boundary

THIS IS THE EXHIBIT MARKED "CMA 4"
REFERRED TO IN THE STATUTORY DECLARATION
OF CHARLES HENRY REMNANT
DECLARED BEFORE ME

THIS 12th DAY OF JUNE 2021



MARK BERESFORD RUFFELL
.....
BARRISTER AT LAW
SOLICITOR AND COMMISSIONER FOR OATHS





