

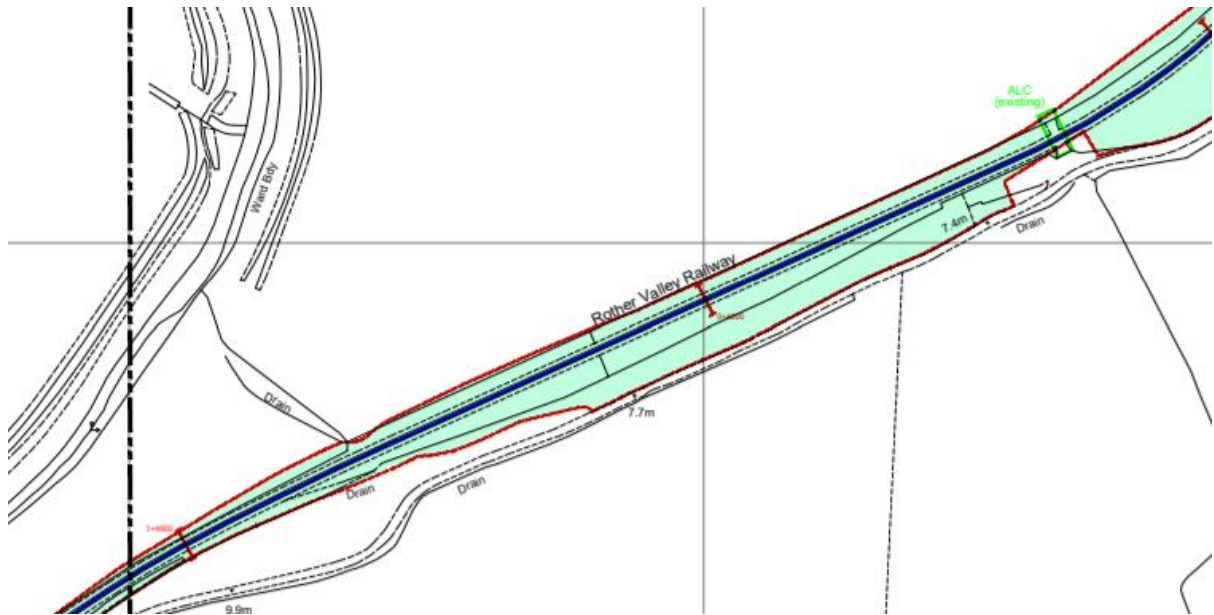
Note on the position of RVR in respect of OBJ/1014

This note sets out RVR's position on the points raised by Mr and Mrs Eastwood (OBJ/1014) in their letter of objection to the proposed TWAO dated 30 May 2018 (the "objection letter"). A copy of that letter is attached at Appendix 1 and a copy of RVR's response is at Appendix 2.

1. Loss of access to a significant part of our business

- 1.1. Mr and Mrs Eastwood explain that their family sold land to RVR for a future reinstatement of the railway. That transfer took place in 1992. The transfer preserved rights in respect of one of three former farm accommodation crossings of the original railway. In 2002, as part of a land swap, rights across the railway were granted at a second location, again responding to the location of one of the former railway farm accommodation crossings. In respect of the third (the most westerly) no rights were preserved out of the 1992 transfer or granted subsequently by RVR. It is therefore incorrect that Mr and Mrs Eastwood will lose an existing agricultural level crossing over the rail line running through Quarry Farm as a result of the Order scheme.
- 1.2. It is also worth noting that it is currently entirely lawful for RVR to run trains on the line through Quarry Farm, as this track was reinstated under planning permission and is entirely privately owned with no public crossings.
- 1.3. As explained in their objection letter, Mr and Mrs Eastwood started a camping business at Quarry Farm in approximately 2011 (that is, almost 20 years after selling its land to the railway). Since then, and expressly in the absence of train operations, RVR has permitted the Eastwoods to allow their guests to cross the railway at the location of the third original railway crossing over which no legal rights were preserved or granted¹. The use of the crossing is therefore permissive and not as of right (a licence was offered by RVR to the Eastwoods, but not completed).
- 1.4. The former crossing is located approximately 325m or so from the nearest of the two preserved accommodation crossings and it is worth noting that Mr and Mrs Eastwood constructed a track from their campsite along the line of the railway to that crossing in anticipation of its use by their guests.
- 1.5. For purposes of reference, the crossing referred to is located, albeit not marked specifically (for obvious reasons), on Sheet 8 of the Order plans (RVR/23). It crosses the land shaded green between those points where a drain is indicated:

¹ Even if rights had been preserved, they would have been for agricultural purposes – there being no tourist business contemplated at that time.



1.6. OBJ/1014 states that the loss of the westerly crossing will have an impact on their business of a loss of up to 60% of camping revenue, though how this figure is arrived at has not been explained or substantiated since 2018. As noted in the objection letter, OBJ/1014 has the benefit of two of the three rights of access over the original railway and has constructed a track specifically for the use of their campers. It is understood that OBJ/1014 contends that the loss of business referred to, and consequent loss of revenue, is due to the reluctance of their campers to walk the extra few minutes to the nearest crossing provided over the railway². RVR does not consider that the short additional distance would give rise to “a very significant” effect on OBJ/1014’s camping business but, in any event, the Eastwoods have only enjoyed temporary permissive use of the westerly crossing to date because regular railway operations have not commenced.

1.7. Finally, on this point of objection, Mr and Mrs Eastwood were not entitled to a landowners’ notice – as no compulsory powers have been sought in respect of their interests – and they are not statutory objectors for the purposes of the application.

2. Illegal appropriation of our farmland

2.1. Quite separately OBJ/1014 asserts that the land shown (shaded green on Sheet 8 of the Order plans (RVR/23)) as being in the ownership of RVR is not accurate and that the 1992 transfer was limited to 4m either side of the trackbed of the railway.

2.2. This assertion is also incorrect. RVR acquired the freehold title to ESX186187 and ESX187801. The land transferred to RVR on 9 April 1992 was, in places, wider than 4m either side of the trackbed. (Office Copies for these titles are included at Appendix 3.)

² As can be seen from Sheet 8 of the Order plans, the distance from the notional location of the westerly crossing and the nearest ALC is approximately 325m, meaning that the additional walking distance would be 325m along the track provided by Mr and Mrs Eastwood for that purpose. RVR does not consider that this will cause “a very significant” effect on OBJ/1014’s camping business.

- 2.3. Consequently, there is no issue of illegal appropriation nor did RVR register an interest in more land than was actually transferred to it in 1992. Although it is suggested in the objection letter that Mr and Mrs Eastwood instructed solicitors in respect of this matter (in 2018) this does not appear to have been pursued, as it could have been.

3. Blocking of a legal right of way

- 3.1. The objection letter refers to an apparent private right of passage over land belonging to Udiam Farm. RVR does not have an interest in Udiam Farm, nor is it seeking to acquire an interest in, or rights over, Udiam Farm under the Order. Consequently, this matter is not relevant to the proposed Order nor to the inquiry.

4. Exclusion of the right of way from the TWAO and previous planning approval

- 4.1. Mr and Mrs Eastwood's complain is that the (alleged) right of way referred to in the third limb of their objection is not shown on sheet 7 of the Order plans. However, as noted above, this matter relates to property not in the ownership of RVR and is outwith the Order limits³. Consequently, this matter is not relevant to the proposed Order nor to the Inquiry.

5. Conclusion

- 5.1. On receiving OBJ/1014, RVR wrote to the Eastwoods on 11 August 2018 inviting them to explain the legal grounds of their assertions and providing an assurance that it was not their intention to obstruct the Eastwoods' legal rights. That invitation has not been taken up.

Winckworth Sherwood LLP

July 2021

³ In any event, the Order plans would not show private rights of way.

APPENDIX 1

Caroline O'Neill

obj 11014

From: Team at Original Huts <info@original-huts.co.uk>
Sent: 30 May 2018 23:45
To: TRANSPORTANDWORKSACT
Subject: Rother Valley Railway (Bodiam to Robertsbridge Junction) Order
Attachments: RVR objection Eastwood.pdf

Dear Mr Grayling

I am writing with reference to the Rother Valley Railway (Bodiam to Robertsbridge Junction) Order. Please find attached our letter of objection. We are Nicholas and Anna Eastwood of Quarry Farm, Bodiam East Sussex TN32 5RA. I look forward to hearing from you.

Kind Regards



Anna Eastwood
01580 830 932 Office
01580 831 845 evenings
07989 572 858 mobile
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<https://twitter.com/originalhuts>
<http://original-huts.co.uk/>

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THE ORIGINAL HUT COMPANY
QUARRY FARM
BODIAM
EAST SUSSEX
TN32 5RA

30th May 2018

Dear Mr Grayling,

Rother Valley Railway (Bodiam to Robertsbridge Junction) Order)

I write to you to register our objection to the TWAO lodged by Rother Valley Railway (RVR) on 19 April 2018 under the Transport and Works Act 1992. My reasons for objection are listed below under the following headings:

1. Loss of access to a significant part of our business.
2. Illegal appropriation of our farmland outside of the Land Registration Act 2002.
3. Blocking of our right of way to the B2244 road.
4. Exclusion of our rights of way to the B2244 road from the TWAO and previous Planning Approval.

My wife and I run a camping and 'glamping' business directly beside the current Kent and East Sussex Railway (KESR) line and the Bodiam Station, which we have built up on the family farm for the last 8 years and the success of this has allowed us to build a large café and events centre called The Hub. We employ around 20 people full and part time, directly and indirectly as well as having independent satellite businesses operating from our premises who benefit from the visitors and campers to the café and camp sites.

We have always considered the presence of the KESR as a benefit to our business and likewise the railway benefits from our presence as our campers and visitors have parking and easy access to the railway.

My family amicably sold the necessary land (the old trackbed) which runs through the middle of Quarry Farm to RVR some years ago and have previously supported the re-building of the line as we considered it would be a benefit to our business. Indeed, we have co-operated with the re-laying of the track through to the B2244, having allowed RVR unrestricted access for HGVs and other operations. With the current proposed re-building of the line, we also worked with RVR to create a promotional film featuring our business as one which RVR would provide a benefit to. We have also tried hard to work with them to ensure their ambitions are achievable.

However, over the last 2 years it has become increasingly clear that RVR do not intend to address a number of significant issues which affect us and will in fact, significantly damage our business.

1. Loss of Access

We note in the TWAO land plans two Agricultural Level Crossings (ALC) over the existing line running through Quarry Farm. These are used daily by our campers and for the day-to-day running of the farm. These were existing at the time of sale and expressly retained at the time of sale of the trackbed to RVR.

However, we also use a 3rd ALC further to the west which provides access to our main campsite; we have parking on the southern side for the campers who then cross the line to the campsite. This ALC has been in existence and use for many, many years to access the farmland and at least as far back as the 1940s. Local maps (including one displayed by KESR in the Bodiam Station) show this but it is not included in the TWAO plans.

We have tried to resolve this with RVR over the last 2 years or more but they claim sole rights over it and refuse to consider or offer any form of crossing here. We were prepared to accept a foot bridge (thus losing vehicle access) as a compromise but this has been refused too. Alternative access arrangements through adjacent fields are impossible due to floodplain restrictions.

The loss of this access will have a very significant on our business –we estimate up to 60% of our camping revenue. The knock on effects on employment in our business would be immediate. Furthermore RVR and KESR will lose an average of 120 potential customers per weekend who otherwise would use the railway.

We were not served with the appropriate notices under the TWAO informing us of the loss of access and believe we are Statutory Objectors under the TWA because of these 'loss of rights in land'.

This potential loss of business as a deliberate act by RVR, utterly contradicts their promoted intention (using our business) to support local businesses and particularly the tourist trade in this area. The potential loss of existing, paid (unlike largely volunteer positions on the railway) jobs will outweigh the few paid jobs RVR claim they might be able to create in their TWA submission.

2. Illegal appropriation of our farmland

On sheet 8 of the land plans submitted in the TWAO the existing RVR line is shown running through Quarry Farm marked in turquoise. To the south and southeast of the track the area broadens to alongside our farm access track. The area of land sold to RVR was 4m either side of the trackbed. The area shown to the south and southeast is far wider than this and it has come to light that RVR have registered that part of the land up to our farm track with the Land Registry as their own.

Whilst we understand the land was unregistered, we believe that land still belongs to our family farm as it was not included in the sale of the trackbed to RVR. We are not solicitors or land agents so are not familiar (yet) with the full details of the Land Registration Act 2002 but believe RVR have not complied with the requirements of the act in registering these parcels of land and object to this.

We have instructed solicitors to review and clarify this but at present consider the TWAQ should not proceed until legal clarification is obtained and this issue should form part of the Public Enquiry which we ask for.

If the intention of RVR is to compulsory purchase this land, again we were not served with the correct notices under the TWA as potential Statutory Objectors and it remains hidden from their submission.

3. Blocking of a legal right of way

Quarry Farm retains a legal right of way onto the B2244 immediately beside and to the south of the existing railway line at that point.

When Mr Richard Broyd (an RVR director) purchased Udlam Farmhouse in order to facilitate reinstatement of the trackbed on the remaining railway embankment within the property's grounds, this right of way was blocked and a hedge planted over the gateway.

With the growth of our camping business and the ongoing needs of the farm, we wish to use this right of way again and more frequently but RVR have refused to discuss the re-instatement of the access. Whilst Richard Broyd no longer owns Udlam Farmhouse, the issue largely excludes RVR but we hoped, in a spirit of co-operation and insofar as the access on to the B2244 may affect their planned level crossing, it was an issue they would wish to engage with and help resolve to all parties satisfaction.

RVR told us they were taking the matter up with Highways England but no action has been taken. We now believe this was a stalling tactic, giving RVR time to submit the TWAQ, which may give them sufficient powers to override the issue and possibly remove our rights of way. Again, this is a legal issue we are not sufficiently knowledgeable on to comment correctly but as time has run out to resolve this satisfactorily we must object to the TWAQ and again, as we believe, as Statutory Objectors.

4. Exclusion of the right of way from the TWAQ and previous Planning Approval

The right of way is not shown on the Land Plans submitted with the TWAQ (sheet 7): the submission is therefore incorrect.

Furthermore, we now note the right of way was not shown on the documents (RR/2014/1608/P; Plan B-6) submitted for the Planning Approval granted by Rother District Council so the effects of the right of way access were not considered by Highways England or anyone else.

We believe Richard Broyd was aware of the right of way (from title deeds of Udlam Farmhouse) and his own plans which were also witnessed by other directors of RVR. Therefore it appears that it was deliberately excluded from the Planning Application and has subsequently been deliberately excluded from the TWAQ.

We therefore also object to the TWAQ on the grounds that potentially important information has been excluded from the TWAQ.

5. Final statement

We object to the Rother Valley Railway (Bodiam to Robertsbridge Junction) Order) on the basis that we consider ourselves Statutory Objectors due to the loss of access rights and loss of land and that the TWAO is misleading on all of the above points.

Yours sincerely,

Nicholas and Anna Eastwood

The Original Hut Company.

APPENDIX 2



• LIMITED •

IN ASSOCIATION WITH THE KENT & EAST SUSSEX RAILWAY

Patrons: Gregory Barker MP, Chris Green MA FCIT

ROBERTSBRIDGE JUNCTION STATION, STATION ROAD,
ROBERTSBRIDGE, EAST SUSSEX. TN32 5DG

www.rvr.org.uk

Mr and Mrs N Eastwood
The Original Hut Company
Quarry Farm
Bodiam
East Sussex TN32 5RA

E-Mail: info@original-huts.co.uk

11 August 2018

Dear Mr and Mrs Eastwood,

Transport and Works Act 1992

Proposed Rother Valley Railway (Bodiam to Robertsbridge Junction) Order ("the Order") OBJ 1014

The Department for Transport has sent us a copy of your email dated 30 May 2018 in response to our application for the proposed Order.

This letter is intended to address each of the points made in your letter and to express our willingness to continue to engage with you during the application process should you wish to do so.

We note that the reasons for objection are listed below under the following headings:

1. Loss of access to a significant part of our business.
2. Illegal appropriation of our farmland outside of the Land Registration Act 2002.
3. Blocking of our right of way to the 82244 road.
4. Exclusion of our rights of way to the 82244 road from the TWAO and previous Planning Approval.

It is not our wish to obstruct any of your lawful rights and would urge you to produce the documentary evidence to which you refer so that we may take advice from our solicitors as to the validity of your claims. Rest assured that should any of your claims prove to be correct we shall take the appropriate action allow you your rights.

We hope that the information in this letter allays your concerns about the proposed scheme. If so, we would invite you to write to the Secretary of State to formally withdraw your objection.

In any event, we would also welcome an opportunity to meet with you, to go through all the reports and to discuss the proposals in more detail if you would find it helpful.

Yours sincerely

Gardner Crawley BSc(Eng) FICE
Chairman

Registered Office: 3-4 Bower Terrace, Tonbridge Road, Maidstone, Kent, ME16 8RY
A company registered in England number 2613553
Full member of the Heritage Railway Association

APPENDIX 3

HM Land Registry



Official copy
of register of
title

Title number ESX187801

Edition date 11.12.2018

- This official copy shows the entries on the register of title on 09 JUL 2021 at 13:25:59.
- 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 09 Jul 2021.
- 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, Coventry Office.

A: Property Register

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

EAST SUSSEX : ROTHER

- 1 (03.08.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Bodiam.
- 2 (03.08.1992) The Transfer dated 9 April 1992 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as set out in Part IV of the Schedule

PART IV

The Transferee shall not by implication prescription or otherwise become entitled to any right of light or air or other rights or easements which would restrict or interfere with the free use of the Retained Land for building or any other purpose."

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 possessory

- 1 (11.12.2018) PROPRIETOR: THE OFFICIAL CUSTODIAN FOR CHARITIES on behalf of the trustees of The Rother Valley Railway Heritage Trust of 78 Halstead Walk, Maidstone ME16 0PW and of Pot Kiln Cottage, High Halden, Ashford, Kent TN26 3HR and of Brook House, Edwin Loach, Bromyard HR7 4PW.
- 2 (17.11.2003) The price stated to have been paid on 11 November 2003 for the land in this title and in ESX186187 was £36,590.
- 3 (17.11.2003) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.

1 of 2

Title number ESX187801

C: Charges Register

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

- 1 (03.08.1992) The land shown tinted blue on the filed plan is subject to such restrictive covenants as may have been imposed thereon before 13 May 1992 and are still subsisting and capable of being enforced.
- 2 (03.08.1992) A Transfer of the land in this title and other land dated 9 April 1992 made between (1) Donovan John Eastwood (Transferor) and (2) Rother Valley Railway (East Sussex) Limited (Transferee) contains the following covenants:-

"The Transferee hereby covenants with the Transferor for the benefit and protection of the Retained Land and each and every part thereof so as to bind the Property into whosoever hands the same may come to observe and perform the stipulations set out in Part III of the Schedule aforesaid

PART III

3. (i) on completion of the proposed railway construction works to erect to the reasonable satisfaction of the Transferor sound stock-proof fences along the boundaries of the Property marked with an internal "T" on the Plan and forever thereafter to maintain the same in good and substantial repair provided always that the Transferee prior to such time shall erect temporary stock-proof fencing where reasonably required by the Transferor

4. To take all reasonable measures (if necessary in accordance with the advice of the Ministry of Agriculture Food and Fisheries) to control any infestation by rabbits on the Property so as to prevent any damage to crops trees or other vegetation on the Retained Land by rabbits entering from the Property

5. Not to cause any interference with or damage to the irrigation pipes culverts and drains crossing the Property and in case of damage to reinstate the same making good all damage caused to such irrigation pipes culverts and drains at its own expense and to the satisfaction of the Transferor

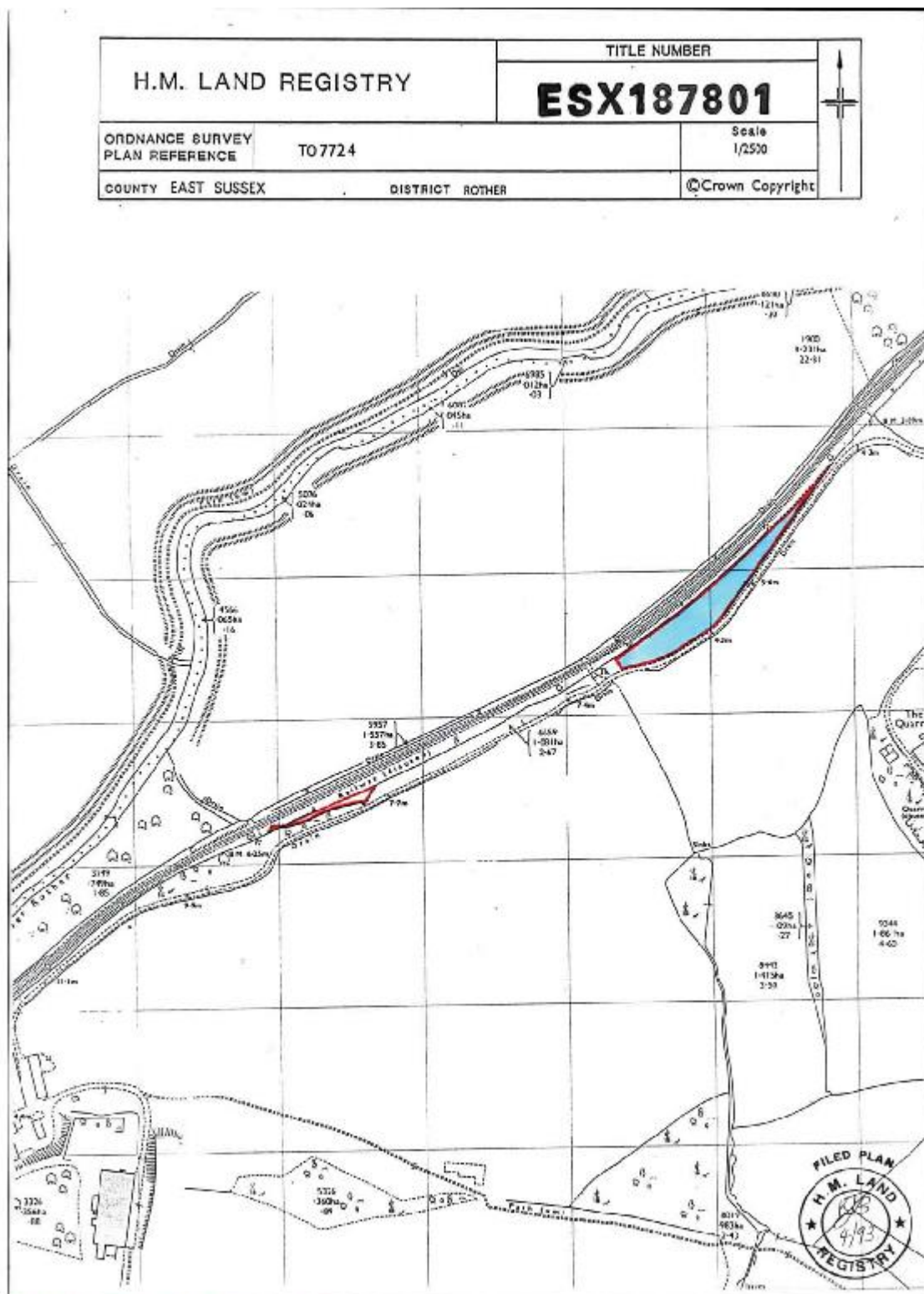
Not to provide any catering or similar services on the Property which may compete with those provided from time to time by the Transferor on the Retained Land provided always that this stipulation does not relate to the provision of catering or similar services on trains running across the Property."

NOTE: The "T" marks referred to affect the South Eastern boundary of the land tinted blue on the filed plan.

- 3 (03.08.1992) An Option Agreement dated 9 April 1992 and made between (1) Donovan John Eastwood (Vendor) and (2) Rother Valley Railway (East Sussex) Limited relates to rights for the Vendor to repurchase the land in this title and other land in the circumstances and on the terms therein stated.

NOTE: Copy filed under ESX186187.

End of register



This official copy is incomplete without the preceding notes page.



Official copy of register of title

Title number ESX186187

Edition date 11.12.2018

- This official copy shows the entries on the register of title on 09 JUL 2021 at 13:25:13.
- 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 09 Jul 2021.
- 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, Coventry Office.

A: Property Register

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

EAST SUSSEX : ROTHER

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND AT Ewhurst Green, Robertsbridge.
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 9 April 1992 referred to in the Charges Register:-

"Together with the rights set out in Part I of the Schedule hereto and Except and Reserving to the Transferor for the benefit of the remaining land comprised in the above mentioned title (hereinafter called "the Retained Land") as set out in Part II of the Schedule aforesaid

THE SCHEDULE

PART I

1. A right of way on foot only for the Transferee its successors in title and all persons authorised by it or them (in common with all other persons having a similar right) at all times for the purposes of access to and egress from the Property along the path coloured green on the Plan between points "X" and "Y"
2. A right for the Transferee its successors in title and persons authorised by it or them
 - (a) of way with cars or light vehicles only over and along the driveway coloured brown for the purposes of access to and egress from the car park shown edged blue on the Plan ("the Car Park") subject to the Transferee contributing 10% (ten per cent) of the cost of maintenance of the driveway coloured brown as provided in stipulation 1 in the Part III of this Schedule
 - (b) to park a maximum of twenty cars or light vehicles in the Car Park for the benefit of railway and maintenance staff and members of the Kent and East Sussex Railway only

PART II

1. A right of way Twenty feet wide for the Transferor and his successors in title and all persons authorised by him or them (in

1 of 4

Title number ESX186187

A: Property Register continued

common with all others having a similar right) at all times with or without vehicles across the Property at the point marked "C" on the Plan shown coloured orange

2. All rights easements liberties privileges and advantages (other than rights of way) including rights to drainage through all irrigation pipes culverts and drains in under or on the Property as have at the date hereof been enjoyed by the Retained Land over the Property as if the Retained Land and the Property had been in different ownership and occupation since time immemorial provided always that the Transferee shall have the right at any time or times at its own expense to divert or make alterations to any irrigation pipes or drains subject as follows:-

(i) the Transferor will execute and procure that any mortgagee chargee tenant licensee or other person having any interest in or over the Property shall execute such deeds or documents as may be necessary to give effect to such diversion or alteration

(ii) any diversion or alteration takes place within Eighty years of the date hereof and does not substantially alter the right enjoyed

(iii) diversion or alteration shall be effected by a Deed of Surrender and grant in such form as the Transferee may reasonably require at its own expense provided further that the Transferee shall make good at its own expense all damage caused in the exercise of such right to the reasonable satisfaction of the Transferor."

NOTE: Copy plan filed.

- 3 The Transfer dated 9 April 1992 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as set out in Part IV of the Schedule

PART IV

The Transferee shall not by implication prescription or otherwise become entitled to any right of light or air or other rights or easements which would restrict or interfere with the free use of the Retained Land for building or any other purpose."

- 4 (17.08.2009) 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.

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 (11.12.2018) PROPRIETOR: THE OFFICIAL CUSTODIAN FOR CHARITIES on behalf of the trustees of The Rother Valley Railway Heritage Trust of 78 Halstead Walk, Maidstone ME16 0PW and of Pot Kiln Cottage, High Halden, Ashford, Kent TN26 3HR and of Brook House, Edwin Loach, Bromyard HR7 4PW.
- 2 (17.11.2003) The price stated to have been paid on 11 November 2003 for the land in this title and in ESX187801 was £36,950.
- 3 (02.02.2009) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.
- 4 (17.08.2009) A Transfer of the land edged and numbered ESX324600 in green on the title plan dated 24 July 2009 made between (1) Gardner Savill Crawley, Roy Franklin Seaborne, John Snell and John Peter Gill

2 of 4

Title number ESX186187

B: Proprietorship Register continued

Davis and (2) Donovan John Eastwood contains vendor's personal covenants.

NOTE: Copy filed under ESX186187.

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 9 April 1992 made between (1) Donovan John Eastwood and (2) Rother Valley Railway (East Sussex) Limited contains the following covenants:-

"The Transferee hereby covenants with the Transferor for the benefit and protection of the Retained Land and each and every part thereof so as to bind the Property into whosoever hands the same may come to observe and perform the stipulations set out in Part III of the Schedule aforesaid

PART III

1. To pay and contribute on demand to the Transferor and his successors in title the owners and occupiers for the time being of the Retained Land ten per cent of the costs of the maintenance repair renewal and up-keep of the roadway shown coloured brown on the Plan provided always that the costs thereof shall prior to being incurred have been approved in writing by the Transferee such approval not to be unreasonably withheld or delayed

2. To execute and to procure that any mortgagee chargee debenture-holder tenant licensee or other person having any interest in or over the Property shall execute such deeds or documents as may be necessary to widen or divert the rights of way set out in paragraphs 1 and 2(a) in Part I of the Schedule hereto from the footpath shown coloured green and the roadway shown coloured brown on the Plan (or part thereof) to such alternative route over the land vested in fee simple in the Transferor as the Transferor may reasonably required provided

(i) such diversion or diversions shall take place within Eighty years from the date hereof and does not substantially alter the right enjoyed

(ii) the diversion or diversions are effected by a Deed of Surrender and grant in such form as the Transferor may reasonably require at his own expense

PROVIDED ALWAYS that in the event of the diversion of the said roadway coloured brown the Transferor shall on completion of the Deed of Surrender and Grant refund to the Transferee any contribution made to the costs of maintenance of the diverted section pursuant to paragraph 1 hereof

3. (i) on completion of the proposed railway construction works to erect to the reasonable satisfaction of the Transferor sound stock-proof fences along the boundaries of the Property marked with an internal "T" on the Plan and forever thereafter to maintain the same in good and substantial repair provided always that the Transferee prior to such time shall erect temporary stock-proof fencing where reasonably required by the Transferor

(ii) on completion of the proposed railway construction works to erect a gate 20 feet wide at points "C" and "D" and a gate for pedestrian use at point "X" and forever after maintain the same in good and substantial repair

4. To take all reasonable measures (if necessary in accordance with the advice of the Ministry of Agriculture Food and Fisheries) to control any infestation by rabbits on the Property so as to prevent any damage to crops trees or other vegetation on the Retained Land by rabbits entering from the Property

5. Not to cause any interference with or damage to the irrigation pipes

3 of 4

Title number ESX186187

C: Charges Register continued

culverts and drains crossing the Property and in case of damage to reinstate the same making good all damage caused to such irrigation pipes culverts and drains at its own expense and to the satisfaction of the Transferor

6. Save for the provision of a railway track and platform at approximately point "X" on the Plan not to carry out any development on the Property without the prior written consent of the Transferor or his successors in title such consent not to be unreasonably withheld provided that the development is for provision of operational structures and buildings ancillary to the railway track For the purposes of this paragraph development shall have the meaning attributed to it by the Town and Country Planning Act 1990

7. To site a halt station platform at approximately point "X" on the Plan PROVIDED ALWAYS that this obligation is subject to the Transferee obtaining planning permission and the necessary consent from the Railway Inspectorate or any other official body or person

8. Not to provide any catering or similar services on the Property which may compete with those provided from time to time by the Transferor on the Retained Land provided always that this stipulation does not relate to the provision of catering or similar services on trains running across the Property."

NOTE: Copy plan filed.

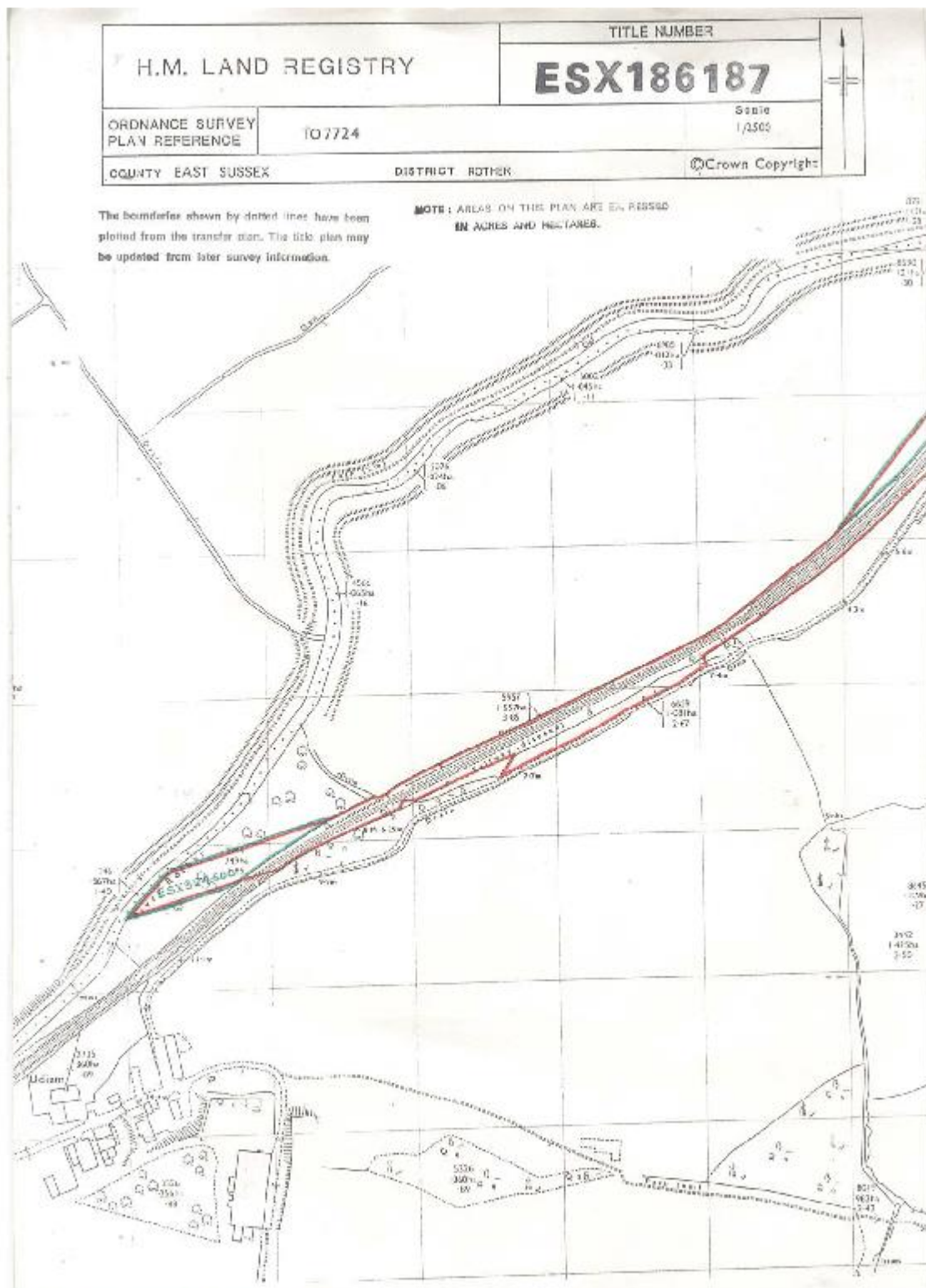
- 2 An Option Agreement dated 9 April 1992 and made between (1) Donovan John Eastwood (Vendor) and (2) Rother Valley Railway (East Sussex) Limited relates to rights for the Vendor to repurchase the land in this title and other land in the circumstances and on the terms therein stated.

NOTE: Copy filed.

- 3 (02.02.2009) An Agreement dated 7 April 2008 made between (1) Gardner Savill Crawley and others and (2) Donovan John Eastwood supplemental to the Option Agreement dated 9 April 1992 referred to above.

NOTE:-Copy filed.

End of register



This official copy is incomplete without the preceding notes page.



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