



# Official copy of register of title

Title number CL179736

Edition date 09.03.2016

- This official copy shows the entries on the register of title on 09 JUN 2017 at 12:38:45.
- 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 Jun 2017.
- 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, Plymouth Office.

## A: Property Register

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

CORNWALL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Pillmere, Saltash.  
  
NOTE: The land tinted green on the filed plan is not included in the title.
- 2 (15.01.1999) The mines and minerals are excluded from the registration of the land edged and numbered 6 and 7 in blue on the title plan.
- 3 (01.06.2000) There are excluded from the registration of the land edged and numbered 9 in blue on the title plan the minerals excepted by the Conveyance dated 29 October 1930 referred to in the Charges Register in the following terms:-  
  
"(Except the minerals and substrata which belong to the Duke of Cornwall)."
- 4 (15.01.1999) The land edged and numbered 6 and 7 in blue on the title plan has the benefit of the following rights granted by a Deed dated 2 August 1939 made between (1) John Wesley Goodfellow (Grantor) (2) Lilian Grace Collings (Mortgagee) and (3) William Hocking (Grantee):-  
  
"the Grantor has agreed to allow the Grantee to lay such supply pipe subject to the following terms and conditions:-  
  
1. The Grantee doth on or before the execution of this Deed pay to the Grantor the sum of TEN POUNDS (the receipt whereof the Grantee doth hereby acknowledge).  
  
2. The said supply pipe shall not exceed three-quarter inch diameter and shall be laid at a depth of not less than three feet below the level of the said garden.  
  
3. The said supply pipe shall be laid by the side of the Western fence of the said garden as indicated by the dotted line on the said plan.  
  
4. The said pipe shall be laid and all necessary connections made at the expense of the Grantee to the satisfaction of the Grantor.  
  
5. Immediately on completing the said works the Grantee shall restore the surface of the said garden to the satisfaction of the Grantor and

## A: Property Register continued

make good any damage to the said walls or fences.

6. IN the event of the said pipe bursting at any time or times or in any other way becoming a source of damage danger or inconvenience to the said dwellinghouse or the occupiers thereof the Grantee will at his own expense forthwith on notice in writing being given to him at his above mentioned address repair and make good the same.

7. The Grantee may from time to time on giving notice in writing of his desire so to do enter the said garden and open up the ground for the purpose of repairing the said pipe as occasion shall arise doing no unnecessary damage to the said garden wall or walls fence or fences and restoring the surface whenever open up and making good any damage to the said wall or walls fence or fences forthwith.

8. In case the Grantee shall fail to repair the said pipe from time to time when required or to restore the surface of the said garden as aforesaid or to make good any damage to the said wall or walls fence or fences as aforesaid it shall be lawful for the Grantor to remove the said water pipe from the said garden the cost of such removal and making good the surface and any other necessary works to prevent damage to be paid by the Grantee forthwith or in lieu of so doing to cut off the said supply."

NOTE: The dotted line shown on the deed plan is shown by a brown broken line on the title plan.

- 5 (15.01.1999) The land edged and numbered 6 and 7 in blue on the title plan has the benefit of the following rights granted by a Deed dated 27 October 1958 made between (1) Henry Garfield Blight and Olive Blight (Grantors) and (2) William John Ambrose Gregory (Grantee):-

"the Grantors as trustees hereby grant unto the Grantee FULL RIGHT AND LIBERTY for the Grantee and his successors in title the owners and occupiers of the property known as Higher Pill Farm Saltash aforesaid shown on the said plan and thereon coloured green forthwith to lay down one pipe not exceeding two inches in bore of such strength and so jointed in every part so as not to permit the escape of any water passing through the same within and under the said land coloured pink the site and position whereof is shown by a broken blue line on the said plan and to be laid at such a depth from the surface as will protect the pipe from frost and secure the same against any horticultural or agricultural operations connected with the surface AND PROVIDED ALWAYS that the right or interest as aforesaid of the Duke of Cornwall to the mines minerals and sub strata of the land coloured pink shall not thereby be interfered with TOGETHER with full right and liberty from time to time to inspect take up cleanse repair remove and replace the said pipe or any part thereof entering upon the perambulating over the land adjoining and through which the pipe shall pass doing as little damage as possible to the said land and making compensation for all damage that may be done TO HOLD the same unto the Grantee in fee simple

2. THE Grantee hereby covenants with the Grantors that the Grantee and his successors in title will at all times hereafter

(a) Pay all rates and taxes water and any other charges which may be imposed in respect of the rights hereby granted

(b) Exercise the rights hereby granted in such manner as to do as little damage as possible to the property of the Grantors

(c) Forthwith from time to time repair and make compensation for all damage that may be caused by the exercise of the right hereby granted

(d) Keep the Grantors and their successors in title indemnified against all claims by the said Duke of Cornwall or any other person in respect of damage done or arising out of the said works or by reason of the escape of water due to want of repair or otherwise."

NOTE: The broken blue line on the deed plan is shown by a blue broken line on the title plan. The land coloured pink is The Bungalow and New House, Homer Park and the land coloured green forms part of the land

## A: Property Register continued

edged and numbered 6 and 7 in blue on the title plan.

- 6 (22.03.1989) By a Conveyance of the land edged and numbered 2 in blue on the title plan and other land dated 31 March 1966 made between (1) Florence Margaret Marsh (Vendor) and (2) Ernest Henry Taylor, Laura Daisy Taylor, Norman Henry Taylor and Thelma Edith Taylor (Purchasers) the said land was conveyed subject as follows and the registration of that land takes effect subject thereto:-

"Subject to (a) the right of the Duchy of Cornwall to the minerals thereunder and also subject to such reservations and liabilities as the same might be under any Inclosure Act or Award."

- 7 (22.03.1989) The Conveyance dated 31 March 1966 referred to above contains the following provision:-

"TOGETHER with the fences surrounding the said property."

- 8 (16.04.1987) By a Conveyance dated 21 December 1970 made between (1) William John Ambrose Gregory and Bessie Olive Gregory (Vendors) (2) William John Ambrose Gregory (Second Vendor) and (3) Gilston Estates Company (Purchaser) the land edged and numbered 1 in blue on the title plan and other land was conveyed subject as follows and the registration of that land takes effect subject thereto:-

"Subject to the mineral rights therein of the Duchy of Cornwall."

- 9 (01.06.2000) There are excluded from the registration of the land edged and numbered 10 and 15 in blue on the title plan the minerals excepted by a Conveyance thereof and other land dated 8 October 1976 made between (1) Ronald Charles Brock and Arthur John Brock (Vendors) and (2) Christopher Bernard Harrison and Jennifer Harrison (Purchasers) in the following terms:-

"Subject to the mineral rights of the Duchy of Cornwall and the Manor of Trematon so far as the same are still subsisting and capable of being enforced."

- 10 (15.01.1999) The land edged and numbered 6 and 7 in blue on the title plan has the benefit of the following rights reserved by a Transfer of the land edged and numbered 8 in blue on the title plan dated 1 February 1990 made between (1) David George Du Plessis and Vivian Martin Carne (Vendors) and (2) M.D. Pollard (Builders) Limited (Purchaser):-

"There are excepted and reserved in fee simple unto the Vendors and their successors in title owner or owners of the land shown coloured yellow on the plan ("the Retained Land") and their Lessees and Tenants and the occupiers for the time being of the Retained Land as set out in the First Schedule hereto

### THE FIRST SCHEDULE before referred to

1. All rights of water drainage support and other easements or quasi easements heretofore exercised or enjoyed by the Vendor and his predecessors in title in respect of the Retained Land over or in respect of the Property and without prejudice to the generality of the foregoing the right to drain surface water into the stream forming the northern boundary of the Property ("the said stream") and such rights as would be implied by statute or by reason of severance in favour of a Purchaser of such land as if the same had been conveyed to such Purchaser and the Property had been retained by the Vendor

2. The right at all times and for all purposes to pass and repass by foot over and along the paths laid or to be laid on the Property until such paths are adopted as public highways maintained at the public expense including the right to construct a bridge or other means of crossing the said stream so as to connect the footpaths on the Property with footpaths on the Retained Land for the purpose of providing reasonable pedestrian access to the Retained Land from the Property in such position as may first have been agreed with the Purchaser

3. The right (in common with the Purchaser and all others authorised by him or entitled thereto) of passage and running of water soil effluent

## A: Property Register continued

gas electricity telephone and other services through the Service Installations now or within the Perpetuity Period laid in on over or under the Property and through the Service Installations laid under the Property together with the right after the giving of reasonable notice in writing to enter upon the Property with or without workmen machinery or equipment to connect thereto any Service Installations now or within the Perpetuity Period on the Retained Land so far as the Service Installations to which connection is to be made are of adequate capacity to serve the Retained Land causing as little interference as possible with the Purchaser's use of his land and Service Installations and making good any damage caused

4. The right at any time before the expiration of the Perpetuity Period after the giving of reasonable notice in writing to enter on the Property other than the site of any building and to lay place or erect in or over or under the same and thereafter at all times to use any Service Installations required for the conveyance of water soil effluent gas electricity telephone and other services to or from the Retained Land causing as little interference as possible with the Purchaser's use of his land and making good any damage caused."

NOTE: The land edged and numbered 6 and 7 in blue on the title plan comprises part of the retained land coloured yellow on the Conveyance plan. "The Property" referred to is the land edged and numbered 8 in blue on the title plan.

11 (01.06.2000) The land has the benefit of but is subject to the rights granted by the Deed dated 2 May 2000 referred to in the Charges Register.

12 (04.06.2001) By a Deed of Variation and Covenant dated 30 May 2001 made between (1) M Baker (Property Services) Limited (2) Cofton Limited (3) Barratt Homes Limited and others and (4) The Governor and Company of the Bank of Scotland, the plans to the Deed dated 2 May 2000 referred above were varied as therein mentioned.

By the said Deed of Variation and Covenant dated 30 May 2001 clause 2 of Schedule Four to the said Deed dated 2 May 2000 referred to above was released.

NOTE: Original filed under CL49766.

13 (18.02.2002) By a Transfer dated 13 February 2002 made between (1) Cofton Limited (Transferor) and (2) Persimmon Homes (South West) Limited and others (Transferees) the rights granted by clause 2.1 of the Deed dated 2 May 2000 referred to above were released. The land is also subject to the rights granted by the said Transfer. The following are details of the terms of release and grant:-

"13.1 In this clause the following expressions shall have the following meanings:-

"Site" means the land already registered in the name of the Transferee and comprised in title number CL160160.

"Land" means the land hereby transferred

"Cofton Land" means the land already registered in the name of the Transferor and comprised in title number CL159783

"Deed of Grant" means the Deed of grant dated 2 May 2000 and made between the Transferor (1) and the Transferee (2) and M Baker (Property Services) Limited (3)

"Old Easements" means the rights granted by the Deed of Grant for the benefit of the Site over the Land and noted at entry number 7 of the Property Register of title number CL160160 and granted at clause 2.1 of the Deed of Grant

"New Easements" means the grant of new rights and easements identical to those granted by the Transferor at clause 2.1 of the Deed of Grant

13.2 The parties hereby release the Land from the Old Easements

## A: Property Register continued

- 13.3 Cofton hereby grants for the benefit of the Land the New Easements over the Cofton Land."
- 14 (24.12.2002) A new title plan with an amended extent based on the latest revision of the Ordnance Survey Map has been prepared.
- 15 (03.03.2003) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 16 (18.11.2003) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 17 (21.06.2004) The land has the benefit of the following rights reserved by a Transfer of the land tinted and numbered CL206380 in green on the title plan dated 28 May 2004 made between (1) Cofton Limited (2) Peter Roy Quick and Linda Mavis Quick:-

### "Definitions

'Fit Drain' means the covered drain and any other such drain conduit or pipe as may constructed or otherwise coming into existence during the Perpetuity Period which runs along the northern boundary of the Property and is shown for identification only coloured green on the plan

'Retained Land' means the land (or any part or parts thereof) remaining in the Transferors title being all that land registered at Land Registry under title number Cl179736 as is not comprised in the Property

'Perpetuity Period' shall be 21 years from the date hereof

Rights reserved for the benefit of other land

For the benefit of the Retained land the following right is reserved from the Property:

Full right and liberty to enter upon such parts of the Property as may from time to time be necessary for the purposes of constructing laying connecting with inspecting testing cleaning maintaining repairing and altering renewing the Fin Drain but not so as to confer any right to enter upon any land lawfully occupied by any building and subject to the person exercising any such rights making good any damage so caused as soon as reasonably practicable."

*NOTE: Copy plan filed.*

- 18 (20.10.2004) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered CL210042 in green on the title plan dated 3 September 2004 made between (1) Cofton Limited (Transferor) and (2) Persimmon Homes Limited (Transferee):-

### "Definitions

13.1 In this Deed the following definitions apply where the context so admits:

13.1.1 "Access Roads" means and includes all roads and footpaths constructed within the Perpetuity Period on the Retained Land which are intended to become adopted public highways

13.1.2 "Agreement" means the Agreement for Sale dated [ ] 2004 made between the parties hereto relating to (inter alia) the Property

13.1.3 "Adjoining Land" means the land comprised in Title Number CL159734

13.1.4 "Development" means the construction on the Property and the Adjoining Land of dwelling houses gardens infrastructure and ancillary works of residential development

## A: Property Register continued

13.1.5 "Perpetuity Period" means the period of Eighty years commencing on the date of this Transfer

13.1.6 "Plan" means the plan annexed to this Transfer

13.1.7 "Retained Land" means the land comprised in Title Number CL179736 (excluding the Property)

13.1.8 "Services" means foul and surface water drainage electricity water supply gas telephone and any other services to be provided to the Property and the Adjoining Land

13.1.9 "Service Installations" means all sewers drains pipes cables wires channels conduits services systems and conducting media

13.2.1 The Property is transferred together with the benefit of the rights set out in the First Schedule

13.2.2 The Property is sold subject to the rights (which to the extent not granted are hereby reserved) specified in the Second Schedule hereto for the benefit of the Transferor and all persons authorised by it and each and every part of the Retained Land

13.2.3 The rights and reservations referred to in Clause 13.2.1 13.2.2 above are subject to the following:

(i) The siting of the rights shall be determined and the exercise of them shall commence within the Perpetuity Period

(ii) The rights may be exercised with or without workmen contractors machinery tools or equipment

(iii) The party or other person or persons exercising any of the rights shall in doing so cause as little damage as reasonably possible and shall make good any damage so caused as soon as reasonably practicable.

.....  
..

13.5 In addition to the Transferor granting to the Transferee for the benefit of the Property the rights set out in the First Schedule to this Transfer the Transferor hereby grants to the Transferee the rights set out in the First Schedule to this Transfer for the benefit of the Adjoining Land

### The First Schedule

#### Rights and Easements Granted

1. The right to connect into and thereafter the right for the free passage and running of Services through any Service Installations for such Services now or within the Perpetuity Period laid or constructed in on under through or over the Retained Land subject only to the payment of a fair proportion of the cost of maintaining repairing such of the Service Installations as are not adopted and maintained or repaired by the Local Authority or other responsible Public Service Undertaking or Public Utility Authority

2. The right at any time within the Perpetuity Period to enter upon the Retained Land to lay connect into maintain construct repair service renew and if required to facilitate residential development on the Property and the Adjoining Property divert the Service Installations now or within the Perpetuity Period laid or constructed in on under over or through the Retained Land and to lay and thereafter maintain and repair new Service Installations in the Retained Land for provision of services causing as little damage as reasonably possible and making good as soon as reasonably possible and to the reasonable satisfaction of the Transferor any damage caused or compensation the Transferor or the other owner or owners for the time being of the Retained Land for such physical damage occasioned by such entry and the exercise of such rights but not further or otherwise

3. Full and free right and liberty to lateral and subjacent support and

## A: Property Register continued

protection from the Property and the Adjoining Land and any buildings to be constructed thereon within the Perpetuity Period from the Retained Land

4. The right to go pass and repass at all times and for all purposes over and along the Access Roads on the Retained Land

5. The right to have maintained and keep the eaves gutters spouts downpipes foundations and other structures and boundary features serving the buildings on the Property and the Adjoining Land overhanging or protruding beneath the Retained Land and to enter at all reasonable times in the daytime upon the Retained Land so far as may be necessary but not otherwise for the purpose of inspecting cleansing painting repairing renewing rebuilding and maintaining a (sic) the structures and features herein before referred to upon giving reasonable notice (except in the case of emergency) causing as little damage as reasonably possible and making good all damage occasioned by the exercise of such rights as soon as reasonably practicable or by paying compensation in place thereof sufficient to enable the physical damage to be remedied but not further or otherwise

6. The right to go on to the Retained Land for the purposes of:-

6.1 constructing repairing maintaining altering rebuilding or inspecting any buildings or other structures and boundary features now or within the Perpetuity Period erected on the Property and the Adjoining Land; and

6.2 constructing on the Retained Land a noise bund to the north of the Property including any necessary tree planting; and

6.3 constructing a cycle link on the Retained Land from the Property to the main cycleway route constructed by the Transferor on the Retained Land

6.4 constructing a roadway and footpaths and ancillary works along a route to be agreed by the Transferor (such agreement not to be unreasonably withheld or delayed) so as to connect the Property with the existing road to the west of the same and thereafter to maintain and repair the same

6.5 such other access as may be required for the Transferee to implement the planning consent and comply with and construct any Section 106 requirements for the development of the Property

6.6 to carry out and construct the Works detailed as clause 10 of the Agreement in default of the Transferee

In each case subject to the Transferee causing as little damage as possible to the Retained Land and making good all damage caused to the reasonable satisfaction of the Transferor and subject further to the Transferee then maintaining such works (save those specified in paragraphs 6.2 and 6.6 pending their adoption and indemnifying the Transferor from and against all actions claims and demands arising from the presence and/or state of repair of the same

### THE SECOND SCHEDULE

#### Exceptions and Reservations

1. The right to connect into and thereafter the right to the free passage and running of Services through any Service Installations for such Services now or within the Perpetuity Period laid or constructed in on under through or which belong to the Property and the Adjoining Land and which are intended to serve the Retained Land subject only to the payment of a fair proportion of the cost of maintaining and repairing such of the Service Installations as are not adopted and maintained or repaired by the Local Authority or other responsible Public Service Undertaking or Public Utility Authority

2. The right at any time within the Perpetuity Period to enter upon the Property and the Adjoining Land to lay connect into maintain construct repair service and renew the Service Installations now or within with

## A: Property Register continued

the Perpetuity Period laid or constructed in on under or through the Property and the Adjoining Land and to lay and thereafter maintain and repair new Service Installations for foul and surface water drainage causing as little damage as reasonably possible and nevertheless making good as soon as reasonably possible and to the reasonable satisfaction of the Transferor any damage caused or compensating the Transferor or the other owner or owners for the time being of the Property and the Adjoining Land for physical damage occasioned by such entry in the exercise of such rights but not further or otherwise

3. Full and free right and liberty to lateral and subjacent support and protection for the Retained Land and any buildings to be constructed thereon within the Perpetuity Period from the Property and the Adjoining Land

4. The right to go pass and repass at all times and for all purposes over and along the Access Roads on the Property and the Adjoining Land

5. The right to go on to the Property and the Adjoining Land for the purposes of constructing repairing maintaining altering rebuilding or inspecting any buildings or other structures and boundary features now or within the Perpetuity Period erected or to be erected on the Retained Land."

## 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 (09.03.2016) PROPRIETOR: SALTASH TOWN COUNCIL of The Guildhall, Lower Fore Street, Saltash PL12 6JX.
- 2 RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of Barratt Homes Limited of Wingrove House, Ponteland Road, Newcastle Upon Tyne NE5 3DP, Persimmon Homes (South West) Limited of Persimmon House, Fulford, York YO1 4RL and Wimpey Homes Holdings Limited of 3 Shortlands, London W6 8EZ or solicitors acting on their behalf.
- 3 (20.10.2004) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without the consent of Persimmon Homes Limited of Persimmon House, Fulford, York YO19 4FE or a solicitor acting on its behalf.
- 4 (09.03.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the registers of title and of indemnity in respect thereof.

## C: Charges Register

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

- 1 (06.07.1989) By a Conveyance dated 27 April 1917 made between (1) Mary Hannaford (Vendor) and (2) Joseph Henry Willcock (Purchaser) the land edged and numbered 3 in blue on the title plan together with other land was conveyed subject as follows:-

Subject to the right to continue the water pipe under the field Numbered 509 in the said Schedule the persons entitled thereto paying for any damage in repairing the same.

NOTE: The land edged and numbered 3 in blue on the title plan comprises part of the field numbered 509.

- 2 (01.06.2000) A Conveyance dated 29 October 1930 made between (1) Ernestine Dunstan (Vendor) and (2) John Ball (Purchaser) is expressed to convey the land edged and numbered 9 in blue on the title plan and other land subject as follows:-



## C: Charges Register continued

"Subject to the payment to the said Duke of Cornwall his heirs and successors of the annual sum of One pound and one penny."

By a Conveyance dated 19 April 1990 made between (1) Derek John Batten and Muriel Hilda Batten (Vendors) and (2) Secretary of State for Transport (Purchaser) this annual sum became payable exclusively out of the land edged and numbered 9 in blue on the filed plan (together with other land) in informal exoneration of other land affected thereby in the following terms:-

"4. IN so far as the same is still subsisting and payable the entirety of the annual sum mentioned in the 1930 Conveyance shall be charged exclusively on the residue of the property comprised in a Conveyance dated the First day of June One thousand nine hundred and eighty eight specified in the Third Schedule excluding the said land (hereinafter called "the retained land") but retained by the Vendors in exoneration of the said land The Vendor hereby charges the retained land with the payment of the entirety of such annual sum."

NOTE: The land edged and numbered 9 in blue on the title plan comprises part of the property comprised in the Conveyance dated 1 June 1988.

- 3 (22.04.1998) The land edged and numbered 3, 4 and 11 in blue and edged and numbered 5 and 14 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 14 December 1970 made between (1) Doris May Dennis (Vendor) and (2) Gilston Estates Company (Purchaser):-

"EXCEPT AND RESERVED to the Vendor and her successors in title the owner or occupier for the time being of all or any part of the land edged blue on the said plan and her or their servants and Licencees

(a) full right and liberty from time to time and at all times hereafter and for all purposes to pass and repass with or without animals and vehicles over and upon the roadway coloured brown on the said plan and every part thereof to or from the said land edged blue on the said plan the Purchaser or its successors in title being under no obligation to put and keep such roadway into any particular state of repair or condition and

(b) full right and liberty to the free passage and running of water soil gas electricity or other service through or along soil and service water sewers and drains watercourses gas and electricity and other pipes wires cables and mains now or within Twenty one years made in under or over the property hereby conveyed together with the right to enter upon the property hereby conveyed for the purposes of laying inspecting repairing maintaining and renewing the said soil and service water sewers and drains watercourses gas and electricity and other pipes wires and cables and mains and making connections thereto the person or persons exercising such rights making good all damage occasioned thereby."

NOTE: The land edged blue referred to adjoins the southern boundary of the land in this title. The roadway coloured brown referred to is edged and numbered 5 and 14 in blue on the title plan.

- 4 (06.07.1989) The parts of the land affected thereby are subject to the following rights granted by a Conveyance of land lying to the north dated 1 February 1973 made between (1) Gilston Estates Company (Vendor) (2) Midland Bank Limited (Mortgagee) and (3) The South Western Electricity Board (Board):-

"TOGETHER with a right to place underground electric lines under the land shown for the like purpose of identification coloured brown on the said plan and thereafter to use the said lines the Board making good any damage caused as soon as practicable."

NOTE: The land coloured brown referred to is shown hatched blue on the title plan so far as it affects the land in this title.

- 5 (16.04.1987) By a Conveyance of the land edged and numbered 1 in blue on the title plan and other land dated 20 January 1982 made between (1)

## C: Charges Register continued

Trustive Investment Company Limited (Vendor) (2) Stanley David Samwell (Liquidator) (3) B L Holdings Limited (Trustee) and (4) Moorage (Property Developments) Limited (Purchaser) the land was conveyed subject as follows:-

"Subject to:-

Any public rights in respect of ways or otherwise and any rights of the public or the Government or any Company or Local or other Authority in respect of cables wires poles conduits or apparatus for telegraph telephone or electricity supply purposes sewers or drains (including manholes connected therewith) or water or gas mains pipes or apparatus and subject to and with the benefit of the agreements affecting the same (if any)

(f) any liability to make up repair or contribute to the repair upkeep and maintenance of roads footpaths watercourses pipelines sewers drains gutters ditches hedges or fences party walls and all agreements or other arrangements with respect to any such repair upkeep or maintenance as aforesaid and all rights of adjacent owners as regards the same respectively or as regards the supply of water gas drainage or other like matters."

- 6 (22.04.1998) By a Conveyance dated 20 January 1982 made between (1) Trustive Investment Company Limited (Vendor) (2) Stanley David Samwell (Liquidator) and (3) B L Holdings Limited (Purchaser) the land edged and numbered 3, 4 and 11 in blue and edged and numbered 5 and 14 in blue on the title plan together with other land was conveyed subject as follows:-

"Subject to:-

such mineral rights therein as may be vested in the Duchy of Cornwall

any public rights in respect of ways or otherwise and any rights of the public or the Government or any Company or Local or other Authority in respect of cables wires poles conduits or apparatus for telegraph telephone or electricity supply purposes sewers or drains (including manholes connected therewith) or water or gas mains pipes or apparatus and subject to and with the benefit of the agreements affecting the same (if any)

any liability to make up repair or contribute to the repair upkeep and maintenance of roads footpaths watercourses pipelines sewers drains gutters ditches hedges or fences party walls and all agreements or other arrangements with respect to any such repair upkeep or maintenance as aforesaid and all rights of adjacent owners as regards the same respectively or as regards the supply of water gas drainage or other like matters."

- 7 (16.04.1987) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 3 June 1985 made between (1) Moorage (Property Developments) Limited (Grantor) and (2) The Cornwall County Council (Grantee):-

"WHEREAS:-

(1) The Grantor is the owner of a piece of land adjoining the roadway known as Gilston Road Saltash in the County of Cornwall (hereinafter called "the roadway") and part of which said piece of land is shown on the plan annexed hereto and thereon hatched blue

(2) The Grantee is the highway authority in respect of the roadway

(3) The Grantor has at the request of the Grantee agreed to enter into this Deed to allow the Grantee access onto the Grantor's said land for the purposes hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. THE Grantor as beneficial owner hereby grants unto the Grantee in fee simple the following:-

## C: Charges Register continued

(i) The right and liberty for the Grantee and its successors in title to use for the passage conveyance and disposal of surface water from the roadway the surface water drain between points "A" and "B" on the said plan and all other ancillary works thereto

(ii) The right and liberty from time to time for the Grantee its officer servants workmen and agents with or without machinery materials and appliances to enter upon the said piece of land to inspect cleanse maintain repair or renew the said drain and ancillary works or any part or parts thereof doing as little damage as possible to such land and repairing and making good the same forthwith upon the exercise and completion of the above right to the reasonable satisfaction of the owner or occupier for the time being thereof

2. THE Grantee hereby indemnifies the Grantor and its successors in title from and against any loss damage claim action or any other matters arising out of the exercise of its said rights as aforesaid."

NOTE: The land hatched blue on the deed plan mentioned in Recital (1) is edged and numbered 1 in blue on the title plan. The points "A" and "B" on the Deed Plan mentioned in clause 1 (i) are reproduced on the filed plan.

- 8 (23.06.1997) A Deed dated 18 June 1997 pursuant to section 106 of the Town and Country Planning Act 1990 made between (1) Caradon District Council (2) M Baker (Property Services) Limited (3) Midland Bank Plc and (4) South West Water Services Limited contains covenants and provisions relating to the residential development associated site works and access to the land edged and numbered 2, 3, 4 and 11 in blue on the title plan and other land.

NOTE: Copy filed under CL46018.

- 9 (09.12.1997) An Agreement dated 30 September 1997 made between (1) Derek John Batten and Muriel Hilda Batten (2) The Cornwall County Council and (3) M Baker (Property Services) Limited contains provisions for the grant of rights over the land in this title and other land in the circumstances therein mentioned.

NOTE: Copy filed under CL30879.

- 10 (15.01.1999) A Deed dated 30 September 1997 pursuant to section 106 of the Town and Country Planning Act 1990 made between (1) Caradon District Council (2) M Baker (Property Services) Limited (3) Midland Bank Plc (4) Jacqueline Mary Du Plessis (5) Christopher Bernard Harrison and Jennifer Harrison (6) Lloyds Bank Plc (7) Derek John Batten and Muriel Hilda Batten (8) Westgrove Projects Limited and (9) South West Water Services Limited contains covenants and provisions relating to the residential development associated site works and access to the land in this title and other land.

NOTE: Copy filed under CL143451.

- 11 (15.01.1999) A Deed dated 25 September 1998 pursuant to section 106 of the Town and Country Planning Act 1990 made between (1) Caradon District Council (2) M Baker (Property Services) Limited (3) Midland Bank Plc (4) Jacqueline Mary Du Plessis (5) Christopher Bernard Harrison and Jennifer Harrison (6) Derek John Batten and Muriel Hilda Batten (7) Westgrove Projects Limited and (8) South West Water Limited contains covenants and provisions relating to the residential development associated site works and access to the land in this title (and other land).

NOTE: Copy filed under CL143451.

- 12 (01.06.2000) A Deed dated 2 May 2000 made between (1) M Baker (Property Services Limited) (2) Barratt Homes Limited (3) Cofton Limited (4) Persimmon Homes (South West) Limited and (5) Wimpey Homes Holdings Limited contains restrictive covenants.

NOTE: Copy filed under CL178044.

- 13 (08.06.2000) An Agreement dated 2 May 2000 pursuant to section 111 of the Local Government Act 1972, sections 38, 72 and 278 of the Highways

## C: Charges Register continued

Act 1980 and section 106 of the Town and Country Planning Act 1990 made between (1) The Cornwall County Council and (2) Cofton Limited contains an estate contract to transfer the land edged and numbered 11 and 14 in blue on the title plan to the Cornwall County Council within 21 years from the date of the said Agreement.

*NOTE: Copy filed under CL159783.*

- 14 (04.09.2001) An Agreement dated 9 April 2001 made between (1) Caradon District Council (2) Cofton Limited and (3) The Governor and Company of The Bank of Scotland pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

*NOTE: Copy filed under CL159783.*

- 15 (01.10.2002) An Agreement dated 20 September 2002 made between (1) The Cornwall County Council and (2) Cofton Limited and (3) De Montfort Insurance Company Plc relates to the construction maintenance and adoption of an estate road and contains an option for the Council to call for a conveyance of the same. Clause 9 of the Agreement contains a restrictive condition.

*NOTE: Copy filed.*

- 16 (01.10.2002) An Agreement dated 23 September 2002 made between (1) The Cornwall County Council and (2) Cofton Limited and (3) De Montfort Insurance Company Plc relates to the construction maintenance and adoption of an estate road and contains an option for the Council to call for a conveyance of the same. Clause 9 of the Agreement contains a restrictive condition.

*NOTE: Copy filed.*

- 17 (13.03.2003) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in yellow on the title plan dated 14 November 2003 referred to in the schedule of leases hereto:-

"1.1 In this Lease, unless the context otherwise requires, the following words have the following meanings:

"Accessway" that part of the Retained Property coloured green on the Plan which provides access to and egress from the Property;

"Cables" any wire, cable, tube, pipe, conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting or distributing electricity or both, together with cooling systems and junction boxes and other ancillary equipment;

"Cable Route" that part of the Retained Property coloured green on the Plan;

"Retained Property" the land coloured green which is part of the Landlord's adjoining property

2.1(a) together with the rights contained in schedule 1

Schedule 1  
Rights granted

1. The right for the Tenant and all persons expressly or by implication authorised by the Tenant:

(a) to pass and repass at all times with or without vehicles and machinery over the Accessway

(b) to use the Cables under the Accessway and the Cable Route at all times during the Term;

(c) at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter and remain on both the Accessway and the Retained Property; and (d) to inspect, repair, renew and maintain the Cables under the Accessway and the Cable Route.

subject to the Tenant causing as little damage as possible and promptly

## C: Charges Register continued

making good any damage caused

2. The right of support for the Property from the Retained Property."

*NOTE: Copy plan filed.*

- 18 (13.03.2003) The parts of the land affected thereby are subject to the rights granted by the Lease of the land edged and numbered 2 in yellow on the title plan dated 14 November 2002 referred to in the schedule of leases hereto which are identical to those contained in the Lease dated 14 November 2002 referred to above.

*NOTE: Copy plan filed.*

- 19 (28.10.2003) An Agreement dated 23 October 2003 pursuant to Section 25 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 made between (1) The Cornwall County Council (2) Cofton Limited and (3) De Montfort Insurance Company PLC contains an estate contract to transfer the cycleways defined therein to The Cornwall County Council within 21 years from the date of the said Agreement.

*NOTE: Copy filed.*

- 20 (17.05.2004) An Agreement dated 12 May 2004 made between (1) The Cornwall County Council (2) Cofton Limited and (3) De Montfort Insurance Company PLC relates to the construction, maintenance and adoption of estate roads and contains an option for the Council to call for a transfer of the same.

*NOTE: Copy filed.*

- 21 (20.10.2004) The parts of the land affected thereby are subject to the following rights granted by a Transfer of adjoining land dated 3 September 2004 made between (1) Cofton Limited and others and (2) Persimmon Homes Limited (Transferee):-

"12.4 Cofton Limited grants to the Transferee and its successors in title the following rights of access onto the land comprised in title number CL179736 ("the Cofton Land"):-

12.4.1 constructing on the Cofton Land a noise bund to the north of the Property including any necessary tree planting; and

12.4.2 constructing a cycle link on the Cofton Land from the Property to the main cycleway route constructed by Cofton Limited on the Cofton Land

12.4.3 constructing a roadway and footpaths and ancillary works along a route to be agreed by Cofton Limited (such agreement not to be unreasonably withheld or delayed) so as to connect the Property with the existing road to the west of the same and thereafter to maintain and repair the same

12.4.4 such other access as may be required for the Transferee to implement the planning consent and comply with and constructing any Section 106 requirements for the development of the Property

12.4.5 to carry out and construct the Works detailed as clause 10 of the Agreement in default of Cofton Limited

In each case subject to the Transferee causing as little damage as possible to the Cofton Land and making good all damage caused to the reasonable satisfaction of Cofton Limited and subject further to the Transferee then maintaining such works (save those specified in paragraphs 12.4.1 and 12.4.5 pending their adoption and indemnifying Cofton Limited from and against all actions claims and demands arising from the presence and/or state of repair of the same."

*NOTE: The land transferred was registered under title number CL159734.*

- 22 (09.03.2016) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

Title number CL179736

## Schedule of notices of leases

- |   |  |                         |               |          |
|---|--|-------------------------|---------------|----------|
| 1 | 13.03.2003   | Electricity Sub-station | 14.11.2002    | CL192605 |
|   | Edged and  | site                    | 99 years from |          |
|   | Numbered 1 in  |                         | 14.11.2002    |          |
|   | yellow   |                         |               |          |
|   | NOTE: See the entry in the Charges Register relating to the rights granted by this lease |                         |               |          |
| 2 | 13.03.2003   | Electricity Sub-station | 14.11.2002    | CL192606 |
|   | Edged and  | site                    | 99 years from |          |
|   | numbered 2 in  |                         | 14.11.2002    |          |
|   | yellow   |                         |               |          |
|   | NOTE: See the entry in the Charges Register relating to the rights granted by this lease |                         |               |          |

End of register



HM Land Registry  
Official copy of  
the plan

The number: CL197140  
Date first issued: 03/11/2009  
Scale: 1:1250 enlarged from 1:2500  
Administrative area: Cornwall



This official copy issued on 8 June 2017 shows the state of this plan on 8 June 2017 at 12:00:05. It is not intended as a substitute for the original (i.e. Land Registry AG 2007).  
This plan shows the general position, but the exact size, of the boundaries, it may be subject to disputation in court. Measurements are not from this plan but each measurement between the same points on the ground.  
This site is used with by HM Land Registry, Durham Office.





Land Registry  
Official copy of  
Title Plan  
The above description of the land is based on the information provided to the Land Registry by the applicant and is not intended to be a guarantee of accuracy. The Land Registry does not warrant the accuracy of the information provided to it and does not accept any liability for any loss or damage caused by reliance on the information provided to it.

