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Official copy of register of title

Title number CL179737

Edition date 16.07.2024

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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Aug 2025.
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- 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.
- 2 (15.01.1999) The mines and minerals are excluded from the registration of the land tinted pink on the filed plan.
- 3 (15.01.1999) The land in this title has the benefit of a right of way over Pillmere Lane leading thereto from Callington Road subject to the payment of a proportion of the cost of maintenance.
- 4 (01.06.2000) There are excluded from the registration of the land tinted blue on the filed 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."
- 5 (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.
- 6 (01.06.2000) The Deed dated 2 May 2000 referred to in the Charges Register contains a provision as to light or air.
- 7 (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 to in the Charges Register were varied as therein mentioned.

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

NOTE: Copy filed under CL49766.

- 8 (18.02.2002) By a Transfer dated 13 February 2002 made between (1)

A: Property Register continued

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 said Transfer also grants rights in substitution therefore. 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

13.3 Cofton hereby grants for the benefit of the Land the New Easements over the Cofton Land."

9 (18.02.2002) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 13 February 2002 referred to in the Charges Register:-

"13.1 IN this Deed the following definitions apply where the context admits:

13.1.1 "Development" means the construction on the Property of dwelling houses

13.1.2 "Access Roads" means and includes the roads and footpaths constructed with the Perpetuity Period on the Adjoining Land and the Blue Property

13.1.3 "Perpetuity Period" means the period of eighty years commencing on the date of this Transfer

13.1.4 "Plan" means the drawing which is attached to this Transfer

13.1.5 "Adjoining Land" means the land shown edged green hatched green on the Plan

13.1.6 "the Blue Property" means that part of the Property edged blue and hatched blue on the Plan

13.1.7 "Retained Land" means the remainder of the Transferor's land and property situate at Pillmere Saltash Cornwall shown red and green on the Plan and comprised in the above numbered title

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

13.1.9 "Services" means foul and surface water drainage electricity water supply gas telephone and any other services available to the Property

13.2 The Property is transferred TOGETHER WITH the easements and rights for the use and enjoyment of the Blue Property set out in the First Schedule to this Transfer which shall be deemed to benefit the

A: Property Register continued

whole of the Blue Property and each and every part thereof (and which shall be enjoyed in common with the Transferor and others authorised by them and others having the like rights or to whom like rights may be granted) BUT EXCEPTING AND RESERVING out of the Blue Property the exceptions and reservations set out in the Second Schedule to this Transfer to the Transferor and its successors in title for the benefit of any or all of the Adjoining Land

THE FIRST SCHEDULE Rights and Easements Granted

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 Adjoining Land and which are intended to serve the Blue Property 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 Adjoining Land to lay connect into maintain construct repair service and renew the Service Installations now or within the Perpetuity Period laid or constructed in on under or through 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 Adjoining Land for all 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 protection for the Blue Property and any buildings to be constructed thereon within the Perpetuity Period from the Adjoining Land

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

5. The right to have maintain and keep the eaves gutters spouts downpipes foundations and other structures and boundary features serving the buildings on the Blue Property overhanging or protruding beneath the Adjoining Land and to enter at all reasonable times in the daytime upon the Adjoining Land so far as may be necessary but not otherwise for the purposes of inspecting cleansing painting repairing renewing rebuilding and maintaining all the structures and features hereinbefore referred to upon giving reasonable notice (save 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 Adjoining Land for the purposes of constructing repairing maintaining altering rebuilding or inspecting any buildings and other structures and boundary features now or within the Perpetuity Period erected on the Blue Property

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 Blue Property and which are intended to serve the Adjoining 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

A: Property Register continued

2. The right at any time within the Perpetuity Period to enter upon the Blue Property to lay connect into maintain construct repair service and renew the Service Installations now or within the Perpetuity Period laid or constructed in on under or through the Blue Property 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 Blue Property for all 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 protection for the Adjoining Land and any buildings to be constructed thereon within the Perpetuity Period from the Blue Property

4. The right to go pass and repass at all times and for all purposes on Access Roads on the Blue Property

5. The right to have maintain and keep the eaves gutters spouts downpipes foundations and other structures and boundary features serving the buildings on the Adjoining Land overhanging or protruding beneath the Blue Property and to enter at all reasonable times in the daytime upon the Blue Property so far as may be necessary but not otherwise for the purposes of inspecting cleansing painting repairing renewing rebuilding and maintaining all the structures and features hereinbefore referred to upon giving reasonable notice (save 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 Blue Property for the purposes of constructing repairing maintaining altering rebuilding or inspecting any buildings and other structures and boundary features now or within the Perpetuity Period erected on the Adjoining Land."

NOTE: The "Adjoining Land" edged green hatched green on the transfer plan mentioned in clause 13.1.5 is edged and numbered 1, 2, 3 and 4 in blue on the filed plan. "The Blue Property" edged blue and hatched blue on the transfer plan mentioned in clause 13.1.6 is the land in this title. The "Retained Land" hatched red and green on the transfer plan mentioned in clause 13.1.7 is edged and numbered 5, 6, 7 and 8 in blue and edged and numbered 1, 2, 3 and 4 in blue respectively on the filed plan.

10 (18.02.2002) The Transfer dated 13 February 2002 referred to in the Charges Register contains the following provision:-

"13.5 IT IS HEREBY AGREED AND DECLARED that:

13.5.1 no building scheme or other scheme of development is intended to be constituted by this assurance or any matter contained herein shall not be obligatory upon the Transferor on future sales or dealings relating to the Retained Land to impose similar restrictions to those contained in this Transfer

13.5.3 neither the Transferor nor the Transferee or their successors in title are in any way to be bound by the plotting of or other details or proposals shown in respect of the Property or the Retained Land or any other neighbouring or adjoining land from time to time belonging to it as may be shown on any plans at the time prepared in connection with the development of the Property or the Retained Land or such other land except as expressly provided in this Transfer

13.5.4 neither the Transferor or the Transferee shall be entitled to any right of light or air which would in any way diminish or interfere with the free and unrestricted use of the Property or the Retained Land or any part thereof either for building or for any other purposes and that the assurance herein contained shall not be deemed or construed to imply the grant of any such rights

A: Property Register continued

13.5.5 the siting of the easements hereby granted and reserved shall be ascertained and the exercise thereof shall commence before the expiration of the Perpetuity Period but so that nothing herein contained shall otherwise affect or abridge the effect or operation of Section 62(1)(d) of the Law of Property Act 1925

13.5.6 the easements and rights granted and reserved in this Transfer shall be enjoyed in perpetuity save where this Transfer expressly provides otherwise."

NOTE: The "Retained Land" mentioned in clause 13.5.1 is edged and numbered 1, 2, 3, 4, 5, 6, 7 and 8 in blue on the filed plan. The "Property" mentioned in clause 13.5.3 is the land in this title.

- 11 (07.06.2002) 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.
- 12 (07.06.2002) Where the parts edged and numbered in green on the filed plan include parts of common accessways rights of way are reserved thereover.
- 13 (04.10.2002) In addition to the land edged and numbered CL188434 in green on the filed plan the first floor of the parts edged and numbered 9,10 and 11 in blue have been removed under CL188434.
- 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.

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 (18.02.2002) PROPRIETOR: GEORGE WIMPEY BRISTOL LIMITED (Co. Regn. No. 4127578) of Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR and of DX96000, High Wycombe 8.

C: Charges Register

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

- 1 (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: Agreement reference CL30879.

- 2 (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: Deed reference CL143451.

- 3 (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

C: Charges Register continued

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: Deed reference CL143451.

- 4 (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.

- 5 (18.02.2002) A Transfer of the land in this title dated 13 February 2002 made between (1) Persimmon Homes (South West) Limited and others (Transferor) and (2) George Wimpey Bristol Limited (Transferee) contains the following covenants:-

"13.4 The Transferor and the Transferee for themselves and their successors in title HEREBY COVENANT each with the other and its successors in title to the intent and so as to bind so far as practicable the Property and the Retained Land respectively into whosoever hands the same may come and every part thereof and so as to benefit and protect the Retained Land and the Property respectively (but not so as to render either party liable for any breach of covenant committed after it shall have parted with all interest in the Property or the Retained Land) to observe and perform the restrictions and stipulations set out in the Third Schedule to this Transfer

THE THIRD SCHEDULE The Restrictive Covenants

1. Not to do any act matter or thing which shall or likely to be or become a public or private legal nuisance or which causes any damage to the other party's land or any adjoining owner or to any occupier of the land or buildings adjoining the Property and the Retained Land PROVIDED THAT the construction and use of the Development on the Property or any future development authorised by the grant of any planning consent and ancillary purposes shall not constitute a breach of this covenant

2. Not to obstruct any Access Road

3. Not to carry out any development upon the Property except residential dwellings for sale in the open market."

NOTE: The definitions are set out in the Property Register.

- 6 (07.06.2002) The estate roads and pavements are subject to rights of way.
- 7 (07.06.2002) The common accessways are subject to rights of way.
- 8 (07.06.2002) The land is subject to rights to use the foul and surface water sewers therein for the passage of water and sewage.
- 9 (07.06.2002) The land is subject to rights to use the drains channels sewers pipes wires cables watercourses gutters and other conducting media therein for the passage of water sewage gas electricity and other services together with rights of entry for the purpose of inspecting maintaining repairing and renewing the same.
- 10 (07.06.2002) The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to (a) rights of overhang or protrusion of buildings or other structures erected on the parts so edged and numbered (b) rights of support and protection for the said buildings and structures and (c) rights of entry for the purpose of inspecting maintaining repairing and renewing the said buildings and structures.
- 11 (18.02.2004) Option to purchase the land hatched blue on the title plan in favour of The Cornwall County Council contained in a Deed of Agreement pursuant to Section 38 of the Highways Act 1980 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 dated 12

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C: Charges Register continued

February 2004 made between (1) The Cornwall County Council (2) George Wimpey Bristol Limited and (3) National House Building Council and exercisable within a period of 21 years from 12 february 2004.

NOTE: Copy filed.

End of register