

**These are the notes referred to on the following official copy**

Title Number CL179737

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H.M. LAND REGISTRY



CL178044

Land Registration Act 1925-1998



SEQ37

County and District : Cornwall - Caradon  
Title Number : CL46018 CL49766 CL135291 CL30879 and CL143451  
Property : Land at Pillmere Saltash shown edged and shaded red on the Plan  
Date : 2 May 2000

1. In this Deed the following words and phrases shall have the following meanings:-

"Baker" M Baker (Property Services) Limited whose registered office is at  
Baring House 6 Baring Crescent Exeter Devon EX1 1TL

"Baker's Land" the remainder of the land comprised in title number CL49766

"Barratt" Barratt Homes Limited registered in England and Wales under  
Company number 3108173 whose registered office is situate at  
Wingrove House Ponteland Road Newcastle upon Tyne NE5 3DP

"the Black Land" means the land edged black on the Location Plan

"the Blue Land" means the land edged blue on the Location Plan registered at H M  
Land Registry under title number CL 135291

"the Builders" Persimmon, Wimpey and Barratt

"the Builders Land" means the land edged and shaded red on the Plan

“Cofton”	Cofton Limited Company registered in England and Wales under company number 2064506 whose registered office is situate at Cofton House Firwood Road Garretts Green Birmingham B33 0ST
“the Cofton Land”	so much of the land shown edged and shaded blue on the Plan together with the P.O S and the Roads as does not comprise the Builders Land
“Conducting Media”	all pipes wires drains and conduits for the conveyance of water gas electricity telephone services and any other services which may be required to and from the Builders Land (including where the context so requires or admits the Sewers)
“Location Plan”	the plan annexed marked Location Plan
“the Green Land”	means that part of title number CL 49766 shown edged green on the Location Plan
“Persimmon”	Persimmon Homes (South West) Limited registered in England and Wales under Company number 929585 whose registered office is situate at Persimmon House Fulford York YO1 4RL
“the Perpetuity Period”	a period of 80 years from the date hereof which shall be the perpetuity period applicable to this Deed
“the Plan”	the plan annexed hereto

“the P.O.S”	the public open space shown edged and shaded green on the Plan
“the Purchase Contract”	contract for sale and purchase dated 11 February 2000 made between Cofton Limited (1) Persimmon Homes (South West) Limited (2) Wimpey Homes Holdings Limited (3) Barratt Homes Limited (4)
“the Roads”	the roads (including footpaths and roundabout forming part thereof) and forming the principal means of access to the Builders Land shown coloured yellow on the Plan
“Roadway Land”	that part of the Baker Land more particularly described and edged red on the Roadway Plan
“Roadway Plan”	the Plan annexed marked Roadway Plan
“the Sewers”	the foul sewers and surface water sewers constructed or to be constructed by Cofton on the Cofton Land to serve proposed development on the Builders Land connecting to adopted outfalls
“Wimpey”	Wimpey Homes Holdings Limited registered in England and Wales under Company number 1392762 whose registered office is situate at 3 Shortlands London W6 8EZ

2.1 Cofton with full title guarantee grants to Persimmon Wimpey and Barratt for the benefit of the Builders Land respectively the rights set out in the First Schedule over the Cofton Land.

2.2 Wimpey Persimmon and Barratt with full title guarantee grant to Cofton for the benefit of the Cofton Land the rights set out in Schedule Two

2.3 Cofton Persimmon Wimpey and Barratt with full title guarantee grant to Baker the rights set out in Schedule Three

2.4 In consideration of the rights granted by clause 2.3 above Baker with full title guarantee grants to Cofton Permission Wimpey and Barratt the rights set out in Schedule Four ] N

[ IT IS HEREBY AGREED AND DECLARED THAT:- ] P

3.1 The Builders in respect of the Builders Land and each and every part thereof hereby covenant with Cofton and its successors in title the owner and owners for the time being of the Cofton Land (and so as to benefit the Cofton Land and each and every part thereof into whosoever's hands the same may come) in the terms set out in the Fifth Schedule

[ 3.2 Rights of entry granted and easements set forth in this Deed shall be rights of entry for the parties on whom those rights are confirmed and their successors in title workmen and contractors and all persons authorised and with or without plant and machinery and shall include the right where necessary to break open the surface of the Cofton Land

3.3 In so far as the rights hereby granted over those parts of the Roads and/or Conducting Media outside the Property are not capable of taking effect as grants they shall take effect as the assignment of the similar rights previously reserved in favour (inter alia) of the Cofton Land, the Builders Land and the Baker's Land ] R

4 Cofton for itself and its successors and title the owner or owners for the time being of the Cofton Land and each and every part thereof hereby covenants with each of Persimmon, Wimpey and Barratt and their respective successors in title the owner and owners for the time being of the Builders Land (and so as to benefit the same and each and every part thereof into whosoever hands the same may come) in the terms set out in the Sixth Schedule

5.1 Cofton hereby covenant with the Builders not to sell or otherwise dispose of the Cofton Land without the prior written consent of the Transferee such consent not to be withheld:-

5.1.1 in respect of any areas of POS to be transferred to the local authority or management company in accordance with the provisions of the purchase contract

5.1.2 in respect of any part of the Cofton Land set aside or used for social housing when all monies due from Cofton to the Builders under the Purchase Contract have been determined and paid and the Builders Option to acquire the land for social housing has determined ] ✓

5.2 Cofton and the Builders hereby apply to the Chief Land Registrar to enter the following restriction against the title to the Cofton Land:-

"Except under an order of the Registrar of the Court no disposition of the land comprised in this title or any interest in it (including a mortgage or charge) shall be registered unless the

same is accompanied by a certificate by the solicitor to Barratt Homes Limited, Persimmon Homes (South West) Limited and Wimpey Homes Holdings Limited consenting to such disposition”

5.3 The Builders will release such restriction as follows:-

5.3.1 to consent to the transfer of any areas of POS to the local authority or a Management Company as aforesaid

5.3.2 in respect of any part of the Cofton Land set aside or used for social housing when all monies due from Cofton to the Builders under the Purchase Contract have been determined and paid and the Transferees Option to acquire the land for social housing has determined

6.1 Baker covenants with Cofton and the Builders that it shall and shall use reasonable endeavours to procure that its mortgagee (if any) will at the request and the cost of the Builders and/or Cofton enter into such agreements under Section 38 of the Highways Act 1980, Section 104 of the Water Industry Act 1991 and any other agreements or obligations required to be entered into for the purpose of permitting the adoption of or dedication of the roads and/ or any sewers now or within 5 years of the date hereof to be constructed upon or under the Roadway Land pursuant to the rights set out in Schedule 4 of this Deed provided always that:-

6.1.1 Baker enters into such an agreement in their capacity as landowner only

6.1.2 such an agreement shall be in such a form as shall be reasonable in all the circumstances

6.1.3 the Builders and Cofton acknowledge that if they ask Baker to enter into such an agreement then they shall indemnify Baker against all positive obligations (excluding dedication) under such agreement

6.2 Baker covenants with the Builders and Cofton not to dispose of the Roadway Land (except by way of disposal of individual dwelling or dwellings or land for use as public open space or the site of a gas governor station or electricity sub station) unless Baker has first procured that the disponent covenants by way of deed with the Builders and cofton to observe and perform the covenants contained in paragraph 6.1 above and this restrictive covenant and the parties hereto hereby apply to the Chief Land registrar at H M Land Registry to register the following restriction against the title to Baker Land:-

“Except under an order of the Registrar or of the Court no disposition of the Roadway Land other than a disposal of an individual dwelling or dwellings or land for use as public open space or the site of a gas govenor station or electricity sub station is to be registered unless the application to register the same is accompanied by a certificate from the disponent’s solicitor to the effect that the provisions of clause 6.2 of the Deed dated *2nd May 2000* made between Cofton Limited (1) Persimmon Homes (South West) Limited (2) Wimpey Homes Holding Limited (3) Barratt Homes Limited (4) M Baker (Property Services) Limited (5) have been complied with”

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7.1 Cofton, covenants with Baker to use all reasonable endeavours first to construct a road to adoptable standards from Callington Road to within 50 metres of the eastern edge of the Green Land within two years of the date hereof to be the subject of an agreement pursuant to Section 38 of the Highways Act 1980 and secondly Cofton shall and shall use all reasonable endeavours to procure that their respective mortgagees (if any) will at the request and cost of Baker enter into any such agreements



under Section 106 of the Town and Country Planning Act 1990, Section 104 of the Water Industry Act 1991 and Section 38 of the Highways Act 1980 and any other agreements or obligations required to be entered into lawful or imposed by any authority as are necessary to procure the grant of planning permission for the development of Bakers Land or any part thereof provided always that the Builders and/or Cofton shall enter into such an agreement in their capacity as owner of the affected land

Such an agreement shall be in such a form as shall be reasonable in all the circumstances

Such an agreement shall stipulate that Cofton and the Builders shall not be liable for any breach of the provisions of such an agreement occurring after they have parted with their respective interests in the affected land or the part in respect of which such breach occurs

Baker agrees that if it asks the Builders or Cofton to comply with the above covenants that it shall indemnify the Builders and/or Cofton in respect of the positive covenants (excluding dedication) referred to in such agreements

- 7.2 Cofton covenant with Baker not to dispose of the Blue Land, the Green Land or the Black Land (except by way of disposal of individual dwelling or dwellings or land for use as public open space or the site of a gas governor station or electricity sub station) unless they shall have first procured that the disponee covenants by way of deed with Baker to observe and perform the positive covenants contained in clause 7.1 above and this restrictive covenant and the parties hereby apply to the Chief Land Registrar at H M Land Registry to register the following restrictions against the title to the Cofton Land.

“except under an order of the Registrar or the Court no disposition of the Blue Land, the Green Land or the Black Land other than a disposition of an individual dwelling or dwellings or land for use as public open space or the site of as gas governor station or

electricity sub station is to be registered unless the application to register the same is accompanied by a certificate from the disponee's solicitor to the effect that the provisions of clause 7.2 of the Deed dated 2 May 2000 2000 made between Cofton Limited (1) Persimmon Homes (South West) Limited (2) Wimpey Homes Holdings Limited (3) Barratt Homes Limited (4) M Baker (Property Services) Limited (5) have been complied with.

8. It is hereby agreed and declared that: } Z

8.1 The Builders and their successors in title shall not by virtue of this deed or any transfer in connection thereto acquire any rights of light or air or other rights or easements which would prejudice the free use and enjoyment of any adjoining land for building or any other purpose and that the enjoyment of light or air has by the Builder or its successors in title from or over any adjoining land shall be deemed to be had by the revocable consent (hereby given) of Cofton and its successors in title

8.2 Nothing in this deed shall be deemed to create a building scheme } BB

S [ SCHEDULE ONE

1. Full and free passage of sewage gas electricity telephone television sound and similar services from and to the Builders Land (in this Schedule One called "the Property") and any existing or future buildings thereupon through and along the appropriate existing Conducting Media and those constructed or laid within the Perpetuity Period in or over or under the Cofton Land ("the Servient Land") to benefit the Property subject (where applicable) to the payment of a fair and reasonable contribution towards the costs of inspecting testing cleaning maintaining repairing and renewing such Conducting Media until the same shall have been adopted as maintainable at the public expense
2. Full right and liberty to enter upon such parts of the Cofton Land as may from time to time be necessary for the purposes of constructing laying connecting with inspecting testing

cleaning maintaining repairing altering renewing any existing Conducting Media and any constructed or otherwise coming into existence during the Perpetuity Period 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.

3. Full right and liberty at all times and for all purposes to pass and repass with or without vehicles over the Roads and on foot only over their attendant footpaths constructed within the Perpetuity Period for all purposes connected with the beneficial development use and enjoyment of the Property subject to the persons exercising any such rights making good any damage so caused as soon as reasonably practicable and subject (where applicable) to those persons paying a fair and reasonable contribution towards the cost of inspecting testing cleaning maintaining repairing and renewing the Roads and their attendant footpaths until the same shall have been adopted as highways maintainable at the public expense or until completion of the sale of the last dwelling to be constructed by Wimpey, Persimmon and Barratt on the Property whichever shall be earlier
4. A right of support for the Property and any buildings and structures now existing or constructed thereon within the Perpetuity Period
5. A right of access at reasonable times and upon reasonable notice (except in the case of emergency) to the land shown coloured yellow on the Plan for the purpose of constructing and maintaining the Roads and/or Sewers in the event of default on the part of Cofton in so doing

- 6 The right of entry at all times onto the Cofton Land (pending completion of the Works hereinafter referred to) to carry out works in default of Cofton in accordance with an Agreement (referred to as a Stakeholder Agreement) of even date herewith and made between Messrs Putsmans (1) Cofton (2) The Builders (3) and thereafter to keep and maintain such Works on the Cofton Land as may be necessary to fulfill the requirements of a planning agreement or planning permission

## **SCHEDULE TWO**

1. A right of support for the Cofton Land and any embankments buildings and structures now existing or constructed within the Perpetuity Period.
- 2 The right (insofar as necessary) to enter upon the Property with or without workmen machines and materials for the purpose of constructing the Roads and Sewers and the right to regrade the Property adjacent to the Road where the same are constructed at a level different from the Property PROVIDED THAT the gradient of such regraded land shall not be steeper than 1 in 4 and the surface thereof shall be properly levelled and be covered with a layer of topsoil not less than six inches deep and PROVIDED FURTHER that this right shall be exercised only before the Builders commence development as defined by section 55 of the Town and Country Planning Act 1990

## **SCHEDULE THREE**

- 1 As incident to the ownership occupation or development of the Bakers Land the right to enter at all times upon the Builders Land and the Cofton Land (in this Schedule Three called "the Property") or any part thereof upon giving 48 hours prior notice (except in

emergencies) for the purpose of laying therein and thereunder sewers drains pipes watercourses water and gas mains electricity and telephone and fibre optic cables and other service conduits in such positions as shall have been agreed with Barratt Cofton Persimmon or Wimpey (whichever is appropriate) (such agreement not to be unreasonably withheld or delayed) and to connect with use and maintain repair and renew the same and also the right to the free running of water soil gas electricity and other services from and to the Bakers Land through the sewers drains pipes mains watercourses cables and other services conduits now laid or hereafter during the Perpetuity Period to be made or laid in and under the Property or any part thereof giving 48 hours notice (except in the case of emergency) for the purpose of connection with inspecting repairing maintaining cleansing renewing any pipes drains cables wires or other services serving the Bakers Land PROVIDED THAT the person or persons exercising such right shall:-

Only enter upon such part of the Property as is reasonably necessary and has been agreed by the Builders or Cofton (whichever is appropriate) (such agreement not to be unreasonably withheld)

Not lay any sewers drains or other service conduits or connections to any existing sewers drains or service conduits under a building

Cause as little inconvenience as is reasonably possible to the Builders or Cofton (whichever is appropriate) and shall not hinder delay or obstruct the construction or adoption of any conducting media on the Property

Act with due diligence and cause as little damage as is reasonably possible to the Property

Forthwith as its or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Builders or Cofton (whichever is appropriate) indemnify the same against all liabilities arising out of the exercise of this right.

2. As incident to the ownership occupation or development of Bakers Land the right to enter at all times upon the Green Land, The Blue Land and the Black Land or any part thereof upon giving 48 hours prior notice (except in emergencies) for the purpose of constructing (subject to Baker having obtained all necessary approvals and consents from the Local Planning Authority and Highway Authority) roadways, junctions footpaths cyclepaths visibility splays and other things necessary to connect the Bakers Land to the roads and footpaths now constructed or is to be constructed during the perpetuity period on the Cofton Land or the Builders Land (excluding connection to individual dwelling houses) ("the Estate Roads") together with the right of way on foot and by vehicle over such works and the Estate Roads at all times and for all purposes in connection with the use of the Bakers Land provided that the person exercising such rights shall. -

Only enter upon such part of the property as is reasonably necessary and has been agreed by the Builders or Cofton (Whichever is appropriate) (such agreement not to be unreasonably withheld)

Cause as little inconvenience as is reasonably possible to the Builders or Cofton (whichever is appropriate) and shall not hinder delay or obstruct the construction or adoption of any Estate Road on the Builders Land or Cofton Land.

Act with due diligence and cause as little damage as is reasonably possible to Builders Land or the Cofton Land

Forthwith at its own or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of the Builders or Cofton (whichever is appropriate) and to indemnify them against all liabilities arising out of the exercise of this right.

3. The right to subjacent and sub-lateral support by or from the Green Land for Bakers Land

#### **SCHEDULE FOUR**

1. As incident to the ownership occupation or development of the Builders Land and the Cofton Land (in this Schedule Four called "the Property") the right to enter at all times within the period of five years from the date hereof upon that part of the Baker's retained land shown edged red on the Roadway Plan ("the Roadway Land") for the construction of any roadway footpath roundabout cycleway visibility splay roadside verges or embankments or other associated road works reasonably necessary to gain access to and develop the Property ("the Road Works) and for the purpose of laying therein and thereunder sewers drains pipes watercourses water and gas mains electricity and telephone and fibre optic cables and other service conduits and thereafter the right (without limitation as to time) to use and maintain repair and renew the same and also the right to the free running of water soil gas electricity and other services from and to the Cofton Land and the Builders Land through the sewers drains pipes watercourses cables and other service conduits now made laid or hereafter during the period of five years from the date hereof to be made or laid in and under the Roadway Land or any part thereof PROVIDED THAT the person or persons exercising such right shall:

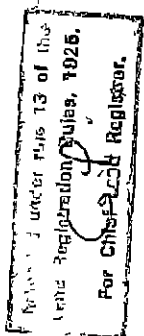
Only enter upon such part of the Roadway Land as is reasonably necessary and has been agreed by Baker (such agreement not to be unreasonably withheld)

Not lay any sewers drains or other services conduits or connections to any existing sewers drains or service conduits under a building or a proposed building (which shall mean a building for which planning permission has been granted)

Cause as little inconvenience as is reasonably possible to Baker and shall not hinder delay or obstruct the construction or adoption of any conducting media or road works on the Roadway Land

Act with due diligence and cause as little damage as reasonably possible to the Roadway Land

Forthwith as its own or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of Baker and to indemnify Baker against all liabilities arising out of the exercise of this right



- 1.2. As incident to the ownership occupation or development of the Property during the period of five years from today's date a right of way for all purposes connected with the development of the Builders Land and the Cofton Land over that part of Brunel Road within the Baker's Land together with the right of access to the Property at a point approved by the Local Planning Authority (if necessary) between the points marked A and B on the Roadway Plan Provided that the person or persons exercising such rights shall:

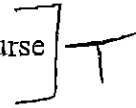
Cause as little inconvenience as is reasonably possible to Baker

Shall not obstruct Brunel Road



Forthwith at its own or their own expense make good any damage caused by the exercise of such rights to the reasonable satisfaction of Baker and to indemnify Baker against all liabilities arising out of the exercise of this right

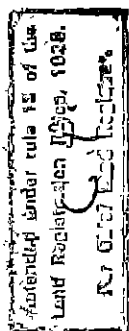
Cease exercising this right as soon as practicable after the completion of the new acces to the Property from Callington Road to base course



## SCHEDULE FIVE

1. Not to use or permit to be used the Builder's Land or any part thereof or any buildings thereon other than for residential and ancillary purposes and no part of the Builder's Land as shall not be built upon shall be used otherwise than as private pleasure or garden grounds only in connection with the dwellings erected on the Builder's Land (except only for roads footpaths and public open space areas and any specific use arising from a residential planning permission and/or planning obligation under the Town and Country Planning Act 1990 to any relevant planning authority)
2. Not to do or permit or suffer to be done any act or thing on the Builder's Land which may be or become a nuisance or damage to Cofton or to the owners or occupiers of the adjoining land provided always that the development of the Builder's Land as a residential housing estate in accordance with normal housing industry practice shall not be a breach of this covenant

~~2. Not to do or permit or suffer to be done any act or thing on the Builder's Land which may be or become a nuisance or damage to Cofton or to the owners or occupiers of the adjoining land provided always that the development of the Builder's Land as a residential housing estate in accordance with normal housing industry practice shall not be a breach of this covenant~~



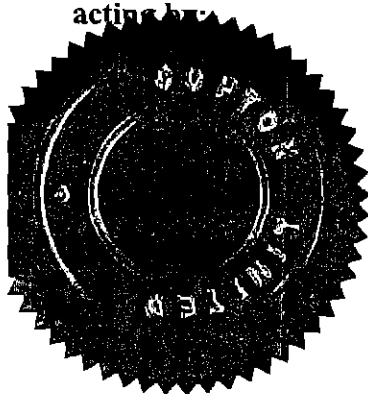
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SCHEDULE SIX

1. Not to use or permit to be used the Cofton Land or any part thereof or any buildings thereon other than for the purpose of residential development public open space land or a school site
2. Not to do or permit or suffer to be done any act or thing on the Cofton Land which may be or become and nuisance or damage to the Transferee or to the owners or occupiers of the Builder's Land save carrying out of Works

DD

Executed as a Deed by the said  
COFTON LIMITED  
acting by:-



Director

Deed Secretary

*[Signature]*  
*[Signature]*

Executed as a Deed by the said  
PERSIMMON HOMES (SOUTH WEST) LIMITED  
acting by:-

Director

Secretary

Deed

*[Signature]*  
*[Signature]*

acting by:-

Director

Secretary

Executed as a Deed by the said

~~THE COMMON SEAL OF~~  
WIMPEY HOMES HOLDING LIMITED

acting by:- was hereto ~~affixed~~  
its presence in

Director

Secretary  
Authorised  
Signature



SW 000230

Executed as a Deed by the said

BARRATT HOMES LIMITED

acting by

Director

Director  
Secretary

Executed as a Deed by the said

M BAKER (PROPERTY SERVICES) LIMITED

acting by

Director

Secretary

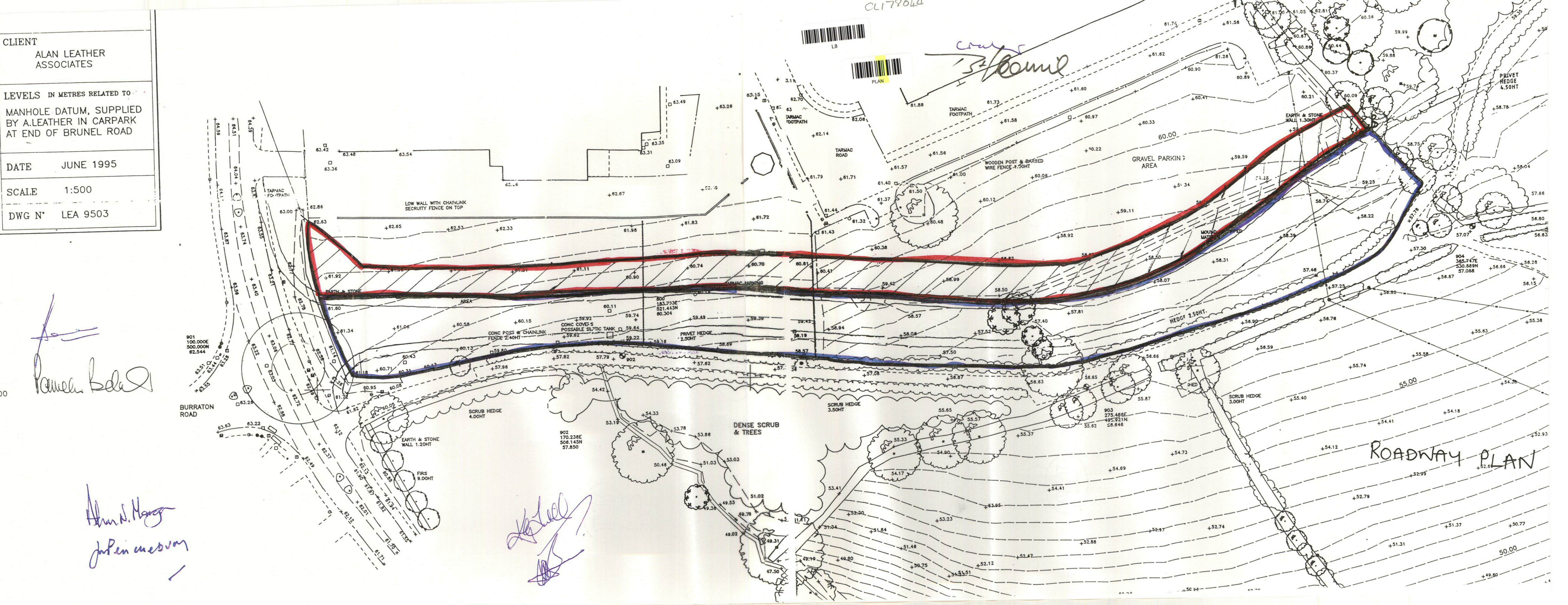






CLIENT	ALAN LEATHER ASSOCIATES
LEVELS IN METRES RELATED TO	MANHOLE DATUM, SUPPLIED BY A. LEATHER IN CARPARK AT END OF BRUNEL ROAD
DATE	JUNE 1995
SCALE	1:500
DWG N°	LEA 9503

500





John Brock  
Manager

- □ □ □ □ footpath system (urban-lit)
- ■ ■ ■ ■ footpath & cycleway 3m wide, half width in red tarmac with cycle symbols
- ▤ ▤ ▤ ▤ ▤ segregated cycle & pedestrian ways
- 🌳 🌳 🌳 🌳 🌳 landscaping to reinforce exg features

\*Note: Developer to complete full urban/local footpaths & cycleways throughout site to suit detail layouts & agreement with County Highways

Existing Industrial Area

A38 TRUNK ROAD (dual carriageway)

Trunk and boundary fence line.

Proposed 10m wide earth  
bund & tree planting  
consultant's recommendation

 $0.665 \text{ BQ} \sim 1.65$ 

Emergency vehicle

ota

noise protection to industrial boundaries.

0.5297 (1.310)

0.66470 0.00000

0.62 吋 (1.53 吋)



...possibile re: di...

An aerial photograph showing a road intersection. A red car is positioned at the intersection, and a yellow car is visible on the road to the left. The surrounding area is green, likely grass or vegetation.



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notes page.

approx. developable area	12.813 ha (31.67)
approx. site area	22.78 ha (56.29a)

access roads & access way positions  
subject to re-ement reserved  
matters stage

exact positions of all bridge crossings to be agreed with planning dept. & county highways, design to be agreed with NRA

where possible, footpaths within linear park to be laid at max 1:12 gradient along valley bottom & to suitable disabled set down points off site & within development

Revision \_\_\_\_\_ Copyright ALA \_\_\_\_\_

HOUSING DEVELOPMENT  
PILLMERE, SALTASH  
M BAKER PROPERTIES S.W.  
Development Layout

**Alan Leather**  
  
**Associates**

Chartered Architects  
 Interior Designers  
 Consulting Engineers  
 Town Planners

45 Charlzestown Road,  
 Charlzestown, St. Austell, Cornwall PL25 3N7  
 telephone 0725-65824/67325

Scale	1:1000	Drawn by	DR/DFV	Date	22 Oct 96
Drawing No.					K