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HM Land Registry

Official copy of register of title

Title number DN399405

Edition date 04.08.2014

- This official copy shows the entries on the register of title on 12 MAR 2018 at 14:37:14.
- 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 12 Mar 2018.
- 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.

TORBAY

1 (07.04.1927) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Collaton St Mary, Paignton.

2 The mines and minerals are excepted.

3 The land has the benefit of the following rights granted by the Transfer dated 25 March 1927 referred to in the Charges Register:-

Together also with the right for the Purchaser or other the owners or occupiers of the land in this title for all purposes to pass and repass with or without horses cattle and other animals carts carriages and other vehicles over and along the road tinted brown on the filed plan the Purchaser paying one sixth part of the cost of repairing and maintaining such road Together also with a right for the same persons to enter into and upon the adjoining land Nod.1080 on the filed plan for the purpose of inspecting renewing repairing and cleansing the water pipe thereunder as indicated on the said filed plan by the blue broken line the Purchaser making good all damage caused thereby to the surface.

NOTE: The land Nod. 1080 is Nod. 3800 on the filed plan.

4 The Transfer dated 25 March 1927 referred to in the Charges Register contains the following provision:-

Together with a moiety of the fence on the west side thereof which should be a party fence and maintained and repaired at the joint expense of the respective owners for the time being of the properties separated thereby and the entirety of the other fences surrounding the said land in this Title.

5 (01.07.1998) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 9 April 1998 referred to in the Charges Register

TOGEETHER WITH the RIGHTS and EASEMENTS contained or referred to in the first schedule hereto and EXCEPT and RESERVING unto the Transferor and the owner or occupiers and their successors in title of the land edged blue on Plan 1 (hereinafter called "the Retained Land") the rights contained or referred to in the second schedule hereto.

A: Property Register continued

FIRST SCHEDULE hereinbefore referred to

RIGHTS AND EASEMENTS

1. A right of way so far as the Transferor can assign the same over the land coloured green on Plan 1

2. The right to use for all reasonable purposes the drains sewers pipes wires and cables and other conducting media (hereinafter called "the service installations") serving the property jointly with the owners of the Retained Land

3. The right to enter onto the Retained Land having given to the owner or occupier of the Retained Land three days notice in writing (except in the case of emergency) for the purpose of inspecting cleansing maintaining repairing or renewing the buildings walls fences and other boundary structures on the Property and service installations doing no unnecessary damage in the exercise of such right and making good any damage thereby occasioned

4. All quasi easments and rights in the nature of easements now used or enjoyed by the property and which could be implied by statute or by reason of severance and take effect as easements over the Retained Land

SECOND SCHEDULE hereinbefore referred to

EXCEPTIONS AND RESERVATIONS

1. The right to pass and repass at all times and for all purposes with or without vehicles over the roadway edged brown on Plan 2 subject to the payment of the contribution referred to herein

2. The right to use all the service installations which are now laid or shall within a period of eighty years from the date hereof be laid on in over or under the Property

3. The right of entry at all reasonable times upon giving three days written notice (except in the case of emergency) onto the Property for the purpose of inspecting cleansing maintaining repairing or renewing the service installations and the buildings walls fences and other boundary structures on the Retained Land doing no unnecessary damage in the exercise of such right and making good all damage thereby occasioned

4. All quasi easements and rights in the nature of easements now used or enjoyed over the Property which could be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Transferor

The Transferee HEREBY COVENANTS with the Transferor and its successors in title that the Transferee and her successors in title will to maintain and keep in good repair and condition the roadway edged brown on the Plan numbered 2 annexed hereto (hereinafter called "Plan 2")

The Transferor HEREBY COVENANTS with the Transferee and her successors in title that the Transferor and its successors in title will pay a contribution calculated according to user of the cost of repairing and maintaining the said roadway edged brown on Plan 2"

NOTE 1: The Retained Land is edged blue on Plan 1

NOTE 2: Copy plans filed.

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 (23.10.2002) PROPRIETOR: GEOFFREY PETER MELSOME and TINA AUDREY MELSOME of Higher Ridge, Totnes Road, Paignton, Devon TQ4 7PW.

2 (01.07.1998) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land or made in exercise of the power of sale in any Charge subsequent to that dated 9 April 1998 in favour of Westward Investment Management Services (UK) Limited referred to in the Charges Register is to be registered without the consent of the proprietor for the time being of the said Charge.

3 (23.10.2002) The price stated to have been paid on 20 June 2002 for the land in this title and in title DN406525 was £400,000.

4 (23.10.2002) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

5 (23.10.2002) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered or noted without the consent of the proprietor of the Charge dated 20 June 2002 in favour of HSBC Bank PLC referred to in the Charges Register.

C: Charges Register

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

1 The land with other land is subject to the annual sum of 3/6 being the apportioned part of the yearly or chief rent of 13/4 payable to the Lord of the Manor and Borough of Paignton referred to in a Deed dated 24 March 1921.

NOTE: Copy filed under Z2275Z.

2 A Transfer dated 25 March 1927 made between (1) The County Council of the Administrative County of Devon (Council) and (2) Thomas Evan Griffiths contains the following covenants:-

"(1) To erect to the satisfaction of the Council a fence between marked "A" and "B" on the said Plan the Council providing the necessary materials for same And will thereafter pay one moiety of the expense of repairing and maintaining the said fence.

(2) To pay one-sixth part of the cost of repairing and maintaining the road coloured Brown on the said Plan.

(3) To maintain and repair the water pipe under the land hereby transferred and also under the adjoining field Ordnance Survey Number 1080 the position of such pipe being indicated on the said Plan by the dotted red lines between the letters "C" and "D".

NOTE 1: The Western-most boundary of the land in this title lies between points A and B referred to in Clause (1) above

NOTE 2: The road coloured brown referred to in Clause (2) above is tinted brown on the filed plan

NOTE 3: The water pipe referred to in Clause (3) above is shown on the filed plan by a blue broken line.

3 (01.07.1998) A Transfer of the land in this title dated 9 April 1998 made between (1) Westward Investment Management Services (UK) Limited (Transferor) and (2) Julie Margaret Mallory (Transferee) contains the following covenants:-

"For the benefit of the Retained Land and so as to bind the land hereby transferred into whosoever hands the same may come the Transferee HEREBY COVENANTS with the Transferor that the Transferee and all persons deriving title under her will henceforth observe and perform the restrictions and stipulations set out in the Third Schedule hereto but so that neither the Transferee nor those deriving title under her shall be liable for a breach of covenant in respect of the land hereby transferred after she shall have parted with all her interest in the land therein.

C: Charges Register continued

Third Schedule hereinbefore referred to

RESTRICTIONS AND STIPULATIONS

1. Not to make any applications for Planning Consent for the development of the property during the life time of Mr. Henry Mallory

2. (a) The market value of the Property of Fifty Thousand Pounds (£50.000.00) having been agreed on the basis that the permitted use of the Property for the purposes of the Town and Country Planning Act 1971 and 1972 or any statutory modifications or re-enactment thereof for the time being in force is as garden land if any Planning Permission permitting the development of the whole or any part of the property and increasing the value thereof shall be granted prior to 8th April 2019 (hereinafter called "the Termination Date") (whether or not the Transferee shall at the time have any interest in the Property) the Transferee will pay to the Transferor the sum of Twenty Five Thousand Pounds (£25,000.00) such sum to be payable upon the date upon which such Planning Permission shall be granted PROVIDED ALWAYS that if such permission is granted on the application of some person other than the Transferee or any person deriving title under her and the person on whose application it was granted was not acting for or on behalf of or in collusion with the Transferee or a person deriving title under her the sum due hereunder shall not become payable until either that Permission has been acted upon or the land concerned has been sold whichever shall first happen

(b) For the purposes of the proviso of sub clause (a) hereof the Planning Permission shall be regarded as having been acted upon on the date upon which any works were carried out on the Property for or towards the development thereby permitted or (in the case of a Permission permitting only a change of use) the date upon which the Property or any part thereof was first used for the new use thereby permitted

(c) The Transferee HEREBY UNDERTAKES with the Transferor to notify the Transferor forthwith upon the granting of any such permission as aforesaid or if the permission is not granted on the application of the Transferee upon such grant coming to the notice of the Transferee such notification to be sent to the Transferor by recorded delivery post

(d) If any such sum which has become due hereunder is not paid within one month of the date upon which it became payable then the Transferee will pay interest on the sum at the rate of 5% above the base rate from time to time of Lloyds Bank Plc from the expiration of such period of one month until it is paid

(e) The Transferee HEREBY further COVENANTS with the Transferor that upon any disposition of the Property or any part thereof (including a Lease other than a mortgage term) prior to the Termination Date the Transferee will procure that the disponee of the same shall enter into a Deed with the Transferor containing covenants by the disponee with the Transferor to the like effect as the covenants by the Transferee herein contained (including this present covenant) and in all other respect to the like effect as the provisions of this clause such Deed to be in such form as the Transferor may require whereupon the Transferee shall be fully discharged from her obligations under this Deed."

4 (01.07.1998) REGISTERED CHARGE contained in the Transfer dated 9 April 1998 referred to above to secure the moneys therein mentioned.

NOTE 1: This charge is postponed in priority to that dated 20 June 2002 referred to below

NOTE 2: Original filed.

5 (01.07.1998) Proprietor: WESTWARD INVESTMENT MANAGEMENT SERVICES (UK) LIMITED (Co. Regn. No. 1709035) of 20 St Peters Quay, Totnes, Devon TQ9 5EW.

6 (23.10.2002) REGISTERED CHARGE dated 20 June 2002 affecting also title

C: Charges Register continued

DN406525 to secure the moneys including the further advances therein mentioned.

NOTE: This charge has priority to that dated 9 April 1998 referred to above.

7 (23.10.2002) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB.

8 (23.10.2002) The Charge Certificate relating to the charge dated 20 June 2002 in favour of HSBC Bank PLC is retained in Land Registry (Section 63 of the Land Registration Act 1925)

End of register