The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM Land Registry

Official copy of register of title

Title number DN144674

Edition date 20.09.2017

- This official copy shows the entries on the register of title on 12 MAR 2018 at 14:27:53.
- 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 (27.05.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 337 Totnes Road, Paignton (TQ4 7DE).

2 The land has the benefit of the following rights excepted and reserved by but is subject to the rights following granted by a Transfer of the land edged and numbered 1 in blue on the title plan dated 24 June 1985 made between (1) John Malcolm Rodgman and Winifred Rodgman and (2) The Council of the Borough of Torbay:-

"TOGETHER WITH the right to impound water on the retained land of the Transferors shown edged blue to the 36.6 metre contour on the said plan TOGETHER WITH the rights set out in the First Schedule hereto BUT EXCEPTING AND RESERVING the rights set out in the Second Schedule hereto.

THE FIRST SCHEDULE before referred to

The full right for the Transferee and its successors in title in common with all others entitled thereto to enter on the retained land of the Transferors being Ordnance Survey Number 5887 on reasonable notice (except in the case of emergency) for the purpose of maintaining the dam and hydrobrake to be constructed on the land hereby transferred subject to the Transferee making good any damage caused by the exercise of such right at any time whatsoever.

THE SECOND SCHEDULE before referred to

The right for the Transferors and their successors in title in common with all others entitled thereto at all times and for all purposes with or without vehicles to pass and repass over and along the land coloured brown on the said plan as access to and egress from the retained land of the transferors to the public highway."

NOTE: Copy plan filed under DN179483.

3 (02.03.1998) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered 2 in blue on the title plan dated 18 February 1998 made between (1) John Malcolm Rodgman and Winifred Rodgman and (2) Bovis Homes Limited:-

A: Property Register continued

"IN this Transfer:-

1.4 'the Property' means that part of the Transferors Land edged red on the plan attached hereto

1.5 'the Retained Land' means that part of the Transferors Land edged blue and yellow on the said plan

1.6 'the Farmhouse' means that part of the Retained Land edged yellow on the said plan

EXCEPTING AND RESERVING unto the Transferors and their successors in title owners and occupiers for the time being of the Retained Land and each and every part thereof

2.1 the right to use all pipes drains sewers wires cables conduits and other services running in under or over the Property and serving any part of the Retained Land

2.2 the right to connect to and use any drains sewers pipes wires and cables laid in under or over the Property within period of twenty-one years from the date hereof (being the perpetuity period applicable hereto) such connections to be to locations designated by the Transferee SUBJECT to the Transferors and their successors in title making good any damage thereby caused

AND EXCEPTING AND RESERVING unto the Transferors and their successors in title owners and occupiers for the time being of the Farmhouse and each and every part thereof the right at all times and with or without vehicles to pass and repass over and along the new vehicular access and estate roads hereinafter mentioned for the purposes of gaining access to and from the Farmhouse from and to the public highway

.....
..

The said new vehicular access will connect the Farmhouse into the estate roads to be constructed by the Transferee on the Property and the Transferors will close the existing vehicular access from the Farmhouse onto Totnes Road Collaton St Mary aforesaid following completion of the construction of the said new vehicular access"

NOTE 1: Copy plan filed under DN395016

A Deed of Rectification dated 7 September 2000 made between (1) John Malcolm Rodgman and Winifred Rodgman and (2) Bovis Homes Limited rectifies the plan to the Transfer dated 18 February 1998 referred to above. In consequence of this the eastern boundary of the land in this title has been amended to show the rectified extent.

NOTE 2: Copy filed.

4 (02.03.1998) The land is subject to the following rights granted by a Deed dated 18 February 1998 made between (1) John Malcolm Rodgman and Winifred Rodgman (the Owners) and (2) Bovis Homes Limited (the Grantee).

"WHEREAS:

C. There is situate beneath the Servient Land a public foul water sewer in approximately the position marked by a brown line on the said plan ("the public sewer")

D. There is within the Servient Land a stream the approximate course of which is marked by a blue line on the said plan ("the stream")

E. The Grantee desires to drain foul water and sewage from private dwellinghouses (which for the purposes of this Agreement shall include any shops constructed pursuant to any Planning Permission) erected or to be erected on the Dominant Land into the public sewer and for such purpose to make connection to the public sewer

A: Property Register continued

F. The Grantee desires that storm and surface water from the Dominant Land shall be drained into the stream

G. It has been agreed that the Owners will grant the easements of drainage hereinafter mentioned subject to and on the terms hereinafter mentioned

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the sum of One Pound (the receipt whereof is hereby acknowledged) the Owners with full title guarantee hereby grant the following rights:

(a) the right within a period of eighty years from the date hereof (which shall be the perpetuity period applicable hereto) for the Grantee and South West Water Plc upon giving seven days prior notice in writing to enter the Servient Land with or without vehicles and equipment for the purposes of

(i) laying and constructing beneath the Servient Land in approximately the position marked by brown dots on the said plan a foul water sewer with manholes as appropriate ("the foul water sewer") of a diameter not exceeding 225 millimetres and connecting the same to the public sewer at approximately the point marked 'X' on the said plan

(ii) laying beneath the Servient Land in approximately the position marked with blue dots on the said plan a storm water sewer with manholes as appropriate ("the storm water sewer") of a diameter not exceeding 600 millimetres and constructing an outfall therefor immediately adjacent to the stream together with all necessary protection and accommodation works in connection with the said outfall at approximately the position marked 'Y' on the said plan

(b) the right within the said period of eighty years from the date hereof for the Grantee and South West Water Plc and their respective successors in title the owners and occupiers for the time being of the Dominant Land:

(i) to drain foul water and sewage from private dwellinghouses erected or to be erected on the Dominant Land within the period of eighty years from the date hereof through the foul water sewer and thence into the public sewer

(ii) to drain storm and surface water from the Dominant Land through the storm water sewer and thence into the stream

(c) the like right within the said period of eighty years from the date hereof to impound water on the Servient Land as was granted to the Council of the Borough of Torbay by a Transfer of land to the south of the Servient Land dated the 24th June 1985 and made between the Owners (1) and the said Council of the Borough of Torbay (2)

(d) the right for the Grantee and South West Water Plc and their respective successors in title the owners and occupiers for the time being of the Dominant Land upon prior reasonable notice (save in case of emergency) to enter the Servient Land with or without vehicles and equipment for the purpose of inspecting maintaining repairing and replacing the foul water sewer and its connection to the public sewer and the storm water sewer and its outfall into the stream (all of which are hereinafter referred to as "the works") TO HOLD the same unto the Grantee in fee simple

2. PROVIDED ALWAYS and it is hereby agreed that if in the exercise of any rights hereby granted any damage shall be caused to the Servient Land or any beasts on it or anything growing on it the person or persons exercising the same shall forthwith make good such damage at their own expense to the reasonable satisfaction of the Owners or other the owners and occupiers for the time being of that part of the Servient Land which is affected

3. THE Grantee for itself and its successors in title the owners and occupiers for the time being of the Dominant Land so as to bind the Dominant Land into whosesoever hands the same may come and to benefit

A: Property Register continued

and protect the Servient Land hereby covenants with the Owners as follows:

(a) not to construct maintain repair or replace the works or permit the same to be constructed maintained repaired or replaced except:

(i) strictly in accordance with the requirements of all public local statutory or other appropriate authorities

(ii) in a good and workmanlike manner using good quality materials and

(iii) to the reasonable satisfaction of the Owners or the owners and occupiers for the time being of the Servient Land

(b) that no act deed matter or thing shall at any time be done suffered or permitted in the exercise of the rights hereby granted which may be or become a nuisance annoyance or disturbance to the Owners or other the owners and occupiers for the time being of the Servient Land and in particular (but without prejudice to the generality of the foregoing) not to permit any part of the Servient Land to be flooded beyond the limit specified in the said Transfer dated the 24th June 1985 and not substantially to alter or permit the alteration of the course of the stream

(c) to indemnify the Owners and their successors in title the owners and occupiers for the time being of the Servient Land against all actions claims demands and proceedings arising directly or indirectly from the exercise of the rights hereby granted

(d) prior to and during the course of execution of the works temporarily to fence off the appropriate part of the Servient Land to prevent the straying of or damage to livestock on the Servient Land and forthwith after completion of the works to re-seed and/or re-turf and generally make good the part of the Servient Land affected by the works and to remove the said temporary fencing to that intent that such part of the Servient Land may again be used for agricultural purposes."

The said Deed also contains the following covenants by the Grantor:-

"4. THE Owners to the intent that the burden of this covenant may run with the Servient Land and so as to bind the Servient Land into whosoever hands the same may come and every part thereof and to benefit and protect the Grantee's development on the Dominant Land and each and every part thereof but not so as to render the Owners personally liable for any breach of covenant committed after the Owners shall have parted with all interest in the Servient Land in respect of which such breach shall occur HEREBY COVENANT with the Grantee that the Owners will at all times hereafter observe and perform the restrictive and other covenants in respect of the Servient Land as follows:

(a) not to use the Servient Land through which the foul water sewer and the storm water sewer run nor the land three metres either side of such sewers ("the Reserved Land") so as to put at risk or damage the said sewers or any manhole or chamber or other accessory to the said sewers or to interfere with the exercise of the said rights

(b) not to erect any buildings walls or other structure on the Reserved Land other than roads driveways and reasonable fences marking the boundaries of land and not to carry out any other development thereon

(c) not to lay or permit to be laid in over or upon the Reserved Land any sewers drains pipes conduits cables ducts wires or similar thing without the prior written consent of the Grantee or South West Water Plc

(d) not to use the Reserved Land except for agricultural or residential garden purposes or as open space or for roads and services

(e) not to plant trees hedges shrubs or non-boundary fences on the Reserved Land

(f) not to alter the original level of the surface of the Reserved

A: Property Register continued

Land

(g) not to cover or obstruct any manholes cover or chamber or other accessory which relates to or which lies over the said sewers in the Reserved Land

(h) not to allow any piling operation in the Reserved Land without the consent of the Grantee

(i) to advise any tenant or lessee of the Reserved Land or any part thereof of the existence of the sewers and of this Deed."

NOTE 1: The Transfer dated 24 June 1985 referred to above is that referred to in the Property Register

NOTE 2: Copy plan filed under DN395016.

5 (18.08.1998) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered 3 in blue on the title plan dated 3 August 1998 made between (1) John Malcolm Rodgman and Winifred Rodgman (Transferors) and (2) Jonathon Harper (Transferee):-

"There are excepted and reserved out of the said land unto the Transferors or other the owners and occupiers for the time being of the remainder of Collaton Farm aforesaid belonging to the Transferors ("the retained land" which expression where the context permits includes each and every part thereof and any building or buildings for the time being standing thereon) and all those authorised by them:-

1. the right upon giving prior reasonable notice (save in case of emergency) to enter the said land with or without vehicles workmen and equipment in order to inspect maintain repair and replace all such parts of the retained land (including all boundary hedges and other boundary features) as cannot be so inspected maintained repaired and replaced from within the boundaries of the retained land subject to causing as little damage as possible to the said land and forthwith making good all damage caused at their own expense

2. full right and liberty without obtaining the consent of or making any compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the retained land and to erect and maintain or suffer to be erected or maintained on the retained land any building or buildings whatsoever whether such building or buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed by or in respect of the said land

3. the right to the free and uninterrupted passage of services to and from the retained land through any pipes cables drains and other service media now existing in under through or over the said land or substituted therefor by the Transferee"

6 (16.03.2001) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered 4 in blue on the title plan dated 22 October 1999 made between (1) John Malcolm Rodgman and Winifred Rodgman (Transferors) and (2) Jason Feller and Elizabeth Joan Feller (Transferees):-

"EXCEPT AND RESERVING to the Transferor the owners and occupiers for the time being of the retained land being the remainder of the land comprised in the above title number and all those authorised by them the rights specified in the First Schedle hereto

THE FIRST SCHEDULE

(Rights excepted and reserved to the Transferor)

1. The right upon giving prior reasonable notice (save in case of emergency) to enter the property with or without vehicles workmen and equipment in order to inspect maintain repair and replace all such parts of the retained land (including all boundary hedges and other boundary features as cannot be so inspected maintained repaired and

A: Property Register continued

replaced from within the boundaries of the retained land subject to causing as little damage as possible to the property and forthwith making good all damage caused at their own expense

2. Full right and liberty without obtaining the consent of or making any compensation to the Transferee or other the owner or owners occupier or occupiers for the time being of the property to deal in any manner whatsoever with any of the retained land and to erect and maintain or suffer to be erected or maintained on the retained land any building or buildings whatsoever whether such building or buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed by or in respect of the property

3. The right to the free and uninterrupted passage of services to and from the retained land through any pipes cables drains and other service media now existing in under through or over the property or substituted therefor by the Transferee

NOTE: The definition "the retained land means the remainder of Collaton Farm aforesaid belonging to the Transferor and each and every part thereof and any building or buildings for the time being standing thereon"

7 (05.04.2016) A new title plan 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 (27.05.1983) PROPRIETOR: JOHN MALCOLM RODGMAN and WINIFRED RODGMAN of Hay Lane Farm, Kimbolton, Leominster, Herts HR6 0DF.

2 (20.09.2017) RESTRICTION: No disposition of the part of the registered estate tinted pink on the title plan by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Bloor Homes Limited of Ashby Road, Measham, Swadlincote DE12 7JP or their conveyancer.

C: Charges Register

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

1 The land is subject to the following rights granted by a Deed dated 23 September 1929 made between (1) Elizabeth Laura Hutchings and Louisa Ellen Winsor (Grantors) and (2) Urban District Council for the Urban District of Paignton (Council):-

"The Grantors as beneficial Owners hereby grant unto the Council in fee simple

(1) ALL THAT the right to construct and maintain in the field or close of land known as Marsh and Numbered 1069 on the Ordnance Survey Map a Septic Tank installation on a site measuring twelve yards by twelve yards the position of which is indicated on the plan annexed hereto.

(2) The right to lay and maintain a nine inch sewer from Totnes Road to the said Septic Tank along the dotted line A B on the said plan.

(3) The right to lay and maintain a six inch sewer to the said septic tank from a point about Sixty two yards to the South East of the said Septic Tank along the dotted line B C and to construct and maintain a manhole at the end of such sewer.

C: Charges Register continued

(4) The right to lay Six inch land drains as roughly indicated on the said plan between the Septic Tank and the stream flowing through the said field and the right to discharge effluent from the septic tank into the said stream but so that the Council shall be responsible to the Grantors and all other persons in the event of the said stream becoming polluted thereby.

2. In consideration of the Grant hereinbefore made the Council hereby covenant with the Grantors that they the Council will allow and permit the Grantors and the persons deriving title under them to connect each of the dwellinghouses now erected or in course of erection or to be erected on any part of the Grantors' Collaton Estate shewn on the said plan annexed hereto and thereon Numbered 4 to 18 inclusive with the said Septic Tank and the sewers leading thereto And further that they the Council will at all times hereafter so construct maintain and renew the said septic tank and sewers leading thereto that they shall be capable of receiving the sewage of all and every such dwellinghouses as aforesaid.

3. The Grantors shall pay to the Council towards the expenses to be incurred by the Council hereunder the sum of Ten Pounds in respect of each of the Building Plots indicated on the said plan annexed hereto and thereon Numbered 4 to 10 inclusive as and when dwellinghouses shall have been erected thereon respectively but the Grantors shall make no further contribution to the Council whatsoever.

4. It is hereby declared that the Council shall have a right of access at all times with vehicles across the said field Numbered 1069 on the Ordnance Map for the purpose only of constructing laying enlarging maintaining and repairing the said septic tank installation and the sewers and drains connected thereto but so that in the event of any damage done to the said field the Council shall make good all such damage done.

5. The Grantors will hold the Council indemnified against any Tenants claim for compensation in connection with the construction only of the aforesaid works.

6. The Council hereby covenant with the Grantors that they the Council will at their own expense sufficiently fence the said Septic Tank and at all times hereafter maintain such fencing And also at the like expense fence or otherwise protect any excavations that they may make in the said field in connection with the works to be carried out hereunder for the protection of cattle grazing in the said field.

7. It is hereby declared that the expression "septic tank" shall include besides a septic tank all other improved means of dealing with the sewage of the District."

The land is subject to the following rights granted by a Deed dated 5 December 1933 made between (1) Elizabeth Laura Hutchings and Louisa Ellen Winsor (Grantors) and (2) Charles Radbourne and others (Grantees):- NOW THIS DEED WITNESSETH that the pursuance of the said agreement and in consideration of the sum of Three pounds now paid by the Grantees in equal shares to the Grantors (the receipt of which sum the Grantors hereby acknowledge) the Grantors as Beneficial owners hereby grant unto the Grantees in fee simple FULL AND FREE RIGHT AND LIBERTY for the Grantees and each of them and the persons deriving title under them owner or owners for the time being of the said premises known as Numbers 1 2 and 3 Cressing Terrace or any of them to lay a drain or sewer under and through the said land of the Grantors Numbered 1069 on the said ordnance Map along a line to be approved of by the Grantors for the passage and conveyance of sewage water and soil from the said premises known as Numbers 1 2 and 3 Cressing Terrace Collaton Paignton aforesaid to the said Septic Tank and also the right at all times hereafter as and when occasion shall require to enter on the said land Numbered 1069 on the said Ordnance Map for the purpose of repairing and maintaining or renewing the said drain or sewer the Grantees or the persons deriving title under them doing no unnecessary damage in the exercise of such right and making good at their own expense all damage or disturbance which may be caused to the surface of the said land Numbered 1069 on the said Ordnance Map in relation to such repair maintenance or renewal.

C: Charges Register continued

NOTE 1: OS No 1069 referred to is now OS No 5887 shown on the title plan and is hatched blue on the title plan so far as affects the land in this title.

NOTE 2: Copy plan filed.

2 The land is subject to the following rights granted by a Deed dated 5 December 1933 made between (1) Elizabeth Laura Hutchings and Louisa Ellen Winsor (Grantors) and (2) Charles Radbourne and others (Grantees):-

NOW THIS DEED WITNESSETH that the pursuance of the said agreement and in consideration of the sum of Three pounds now paid by the Grantees in equal shares to the Grantors (the receipt of which sum the Grantors hereby acknowledge) the Grantors as Beneficial owners hereby grant unto the Grantees in fee simple FULL AND FREE RIGHT AND LIBERTY for the Grantees and each of them and the persons deriving title under them owner or owners for the time being of the said premises known as Numbers 1 2 and 3 Cressing Terrace or any of them to lay a drain or sewer under and through the said land of the Grantors Numbered 1069 on the said ordnance Map along a line to be approved of by the Grantors for the passage and conveyance of sewage water and soil from the said premises known as Numbers 1 2 and 3 Cressing Terrace Collaton Paignton aforesaid to the said Septic Tank and also the right at all times hereafter as and when occasion shall require to enter on the said land Numbered 1069 on the said Ordnance Map for the purpose of repairing and maintaining or renewing the said drain or sewer the Grantees or the persons deriving title under them doing no unnecessary damage in the exercise of such right and making good at their own expense all damage or disturbance which may be caused to the surface of the said land Numbered 1069 on the said Ordnance Map in relation to such repair maintenance or renewal.

NOTE: OS No 1069 referred to is now OS No 5887 shown on the title plan and is hatched blue on the title plan so far as affects the land in this title.

3 Agreement dated 15 July 1936 made between (1) Elizabeth Laura Hutchings and Louisa Ellen Winsor and (2) The Paignton Urban District Council relates to the construction of a sewer affecting the land in this title.

NOTE: Copy filed.

4 Licence dated 17 July 1939 made between (1) Elizabeth Laura Hutchings and Louisa Ellen Winsor and (2) The Paignton Urban District Council relates to the installation of a Hydrostat booster affecting the land in this title.

NOTE: Copy filed.

5 (17.02.2000) The land is subject to the rights granted by a Deed of Grant dated 5 January 2000 made between (1) John Malcolm Rodgman and Winifred Rodgman and (2) Jonathan Harper.

NOTE: Copy filed.

6 (09.02.2016) UNILATERAL NOTICE affecting the land tinted blue on the title plan in respect of an Option Agreement dated 29 January 2016 made between (1) John Malcolm Rodgman and Winifred Rodgman (2) Bloor Homes Limited and (3) Bloor Holdings Limited.

7 (09.02.2016) BENEFICIARY: Bloor Homes Limited (Co. Regn. No. 02162561) of Ashby Road, Measham, Swadlincote, Derbyshire, DE12 7JP.

8 (09.02.2016) UNILATERAL NOTICE affecting the land tinted pink on the title plan in respect of an agreement dated 29 January 2016 made between (1) John Malcolm Rodgman and Winifred Rodgman and (2) Bloor Homes Limited and (3) Bloor Holdings Limited.

9 (09.02.2016) BENEFICIARY: Bloor Homes Limited (Co. Regn. No. 02162561) of Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP.

10 (23.06.2017) UNILATERAL NOTICE affecting the land edged and numbered 5

C: Charges Register continued

in blue on the title plan in respect of an Option to Purchase contained in an Agreement dated 20 June 2017 made between (1) John Malcolm Rodgman and Winifred Rodgman (2) Bloor Homes Limited and (3) Bloor Holdings Limited.

NOTE: Copy filed.

11 (23.06.2017) BENEFICIARY: Bloor Homes Limited (Co Regn No 02162561) of Ashby Road, Measham, Swadlincote DE12 7JP.

End of register