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Official copy of register of title

Title number DN358990

Edition date 17.09.2014

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- Issued on 10 Mar 2021.
- 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.

DEVON : EAST DEVON

- 1 (09.08.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Waldrons Farm, Sidmouth Road, Farringdon, Exeter (EX5 2JX).
- 2 (09.08.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of the land tinted pink on the title plan dated 12 May 1989 made between (1) David Gordon Hoskin (Vendor) and (2) Ivor Charles George Baker and Tina Jane Baker (Purchaser):-

"TOGETHER with:-

 - (a) The full and free right for the Purchasers and their successors in title to lay a surface water drain and soakaway and septic tank with all necessary pipes and overflows connected thereto during the period of Eighty years from the date hereof (which period shall be the perpetuity period) over that part of the Vendor's retained land hatched black on the said plan and to the uninterrupted passage and running of water and soil through the drain and soakaway channels gutters water courses septic tank pipes and overflows as aforesaid with the right to enter on the said land hatched black on giving reasonable notice with or without workmen materials and equipment for the purposes of maintaining and repairing and renewing the said surface water drain soakaway channels gutters water courses septic tank pipes and overflows as aforesaid provided that the Purchasers or their successors in title shall cause as little damage as possible in the exercise of such rights and will forthwith repair any damage caused to the Vendor's satisfaction
 - (b) A right of way for the Purchasers and their successors in title owners and occupiers of the property hereby conveyed in common with the Vendor and his successors in title at all times and for all purposes with or without vehicles over and along the accessway coloured green on the said plan subject to the payment of a fair proportion of the cost of maintaining and keeping the same in a good state of repair and condition

but EXCEPTING and RESERVING unto the Vendor and his successors in title owners and occupiers of the Vendor's retained land shown edged blue on

A: Property Register continued

Plan "B" annexed hereto

- (a) A right of way in common with the Purchasers and their successors in title at all times and for all purposes with or without vehicles over and along the accessway coloured orange on Plan "A" subject to the payment of a fair proportion of the cost of maintaining and keeping the same in a good state of repair and condition and
- (b) All easements quasi-easements rights and advantages whatsoever appertaining or reputed to appertain to the Vendor's retained land or any part thereof

.....
..

2. The Purchasers hereby jointly and severally covenant with the Vendor for the benefit of the Vendor's said retained land :-

.....
..

- (b) To pay a fair proportion of the cost of maintaining and keeping in good repair and renewing when necessary the accessway shown coloured green on the said plan".

NOTE: Copy plans A and B filed

3 (09.08.1995) The land has the benefit of the following rights granted by the Conveyance dated 31 July 1995 referred to in the Charges Register:-

"TOGETHER WITH (1) a right of way for all purposes both vehicular and pedestrian at all times over the land hatched black on the Plan".

NOTE: The land hatched black referred to is hatched blue on the title plan.

4 (20.06.1996) 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.

5 (16.07.1996) The brown tinting on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

6 (30.09.1996) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered DN373689 in green on the title plan dated 30 May 1996 made between (1) Philip Richard Hoskin and others (Vendors) and (2) Michelle Maxine Marie Richards (Purchaser):-

"There are reserved out of the Property for the benefit of the Retained Land the right of the Vendor and his successors in title owners and occupiers of each and every part of the Retained Land and all others entitled to a similar right to take water from the spring or well the approximate position of which is shown marked with a blue "X" on the attached plan through the existing pipes the approximate position of which is shown marked with a dotted blue line on the attached plan and the right to enter the Property for the purpose of maintaining and replacing the pipes or the spring or well making good any damage caused by the exercise of such rights."

NOTE: Copy plan filed under DN373689.

7 (04.08.2003) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Unit 1 Waldrons Farm dated 25 July 2003 made between (1) Noreen Anne Hoskin and Sarah Christine Lockwood and (2) Joe Sanders.

NOTE: Copy filed under DN483246.

8 (06.11.2007) The part of the land in this title which forms part of the

A: Property Register continued

land edged blue on the plan to a Transfer of Poplars registered under title number DN557874 dated 30 July 2007 made between (1) Sarah Christine Lockwood and Noreen Anne Hoskin and (2) Brian John Matthews and Sheila Dorothy Ann Matthews has the benefit of the rights reserved thereby.

NOTE:-Copy filed under DN557874.

- 9 (06.03.2008) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered DN565838 in green on the title plan and other land dated 4 February 2008 made between (1) Sarah Christine Lockwood and Noreen Anne Hoskin and (2) BJM Contractors Limited.

NOTE: Copy filed under DN565838.

- 10 (26.02.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 17 January 2013 referred to in the Charges Register.
- 11 (26.02.2013) The Transfer dated 17 January 2013 referred to above contains a provision as therein mentioned.
- 12 (26.02.2013) 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 (02.09.2014) PROPRIETOR: Waldrons (SW) Ltd (Co. Regn. No. 08229948) of Redwoods, 2 Clyst Works, Clyst Road, Topsham EX3 0DB and of Manor Office, North Street, Crediton EX17 2BR.
- 2 (09.08.1995) The Conveyance dated 31 July 1995 referred to in the Charges Register contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (02.09.2014) 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.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 31 July 1995 referred to in the Proprietorship Register:-

"2. THE Vendor hereby covenants with the Purchasers that he will within nine months from the date hereof at his own expense re-route the existing drain from his property on the Retained Land to the septic tank the approximate position of which is shown on the Plan along the approximate route shown marked purple on the Plan".

NOTE: Copy plan filed.

C: Charges Register

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

- 1 (09.08.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 24 November 1967 made between (1) Richard Gordon Hoskin (Grantor) and (2) South Western Gas Board (Board):-

1. IN consideration of the sum of Sixty pounds seventeen shillings and

C: Charges Register continued

six pence now paid by the Board to the Grantor (the receipt whereof the Grantor hereby acknowledges) the Grantor as beneficial owner hereby grants and conveys unto the Board for the benefit and extension of and to be used in connection with and as appertaining to such of the lands and easements of the Board forming part of the statutory gas undertaking of the Board and every part thereof including the enlargement of any estate or interest subsisting therein at the date hereof as are accommodated by and capable of benefiting therefrom the easements and rights to construct lay connect use inspect maintain repair alter enlarge renew remove replace and/or render unusable a gas main or pipe for the distribution or storage of gas and any necessary apparatus ancillary thereto in the approximate position indicated by a red line drawn on the plan hereto annexed in over and upon the said land TOGETHER WITH the right at all times to enter upon the said land and open up the same for any of the said purposes doing as little damage as may be and restoring so far as practicable the surface of the land disturbed as soon as reasonably possible thereafter TO HOLD The said easements and rights unto the Board in fee simple

2. THE Board hereby covenants with the Grantor that the Board will

(a) Pay all rates and taxes which may be imposed in respect of the works and of the easements and rights hereby granted

(b) Forthwith from time to time to repair or make compensation for all damage that may be caused by the exercise of the said easements and rights

(c) Keep the Grantor indemnified against all claims expenses and demands arising out of or in consequence of the exercise of the said easements and rights provided that when any loss or damage occurs which might give rise to a claim against the Board under this clause the Grantor shall as soon as possible give notice thereof to the Board and shall not settle or compromise any claim made upon him without the concurrence of the Board.

NOTE: Copy plan filed.

2 (09.08.1995) By a Conveyance dated 31 July 1995 made between (1) David Gordon Hoskin (Vendor) and (2) Philip Richard Hoskin and others (Purchasers) the land in this title was conveyed subject as follows:-

"SUBJECT to (a) the right of the Vendor and his successors in title owners and occupiers of each and every part of the land retained by the Vendor shown edged green on the Plan ('the Retained Land') to take a water supply from the spring shown marked with an X on the plan through the existing pipes the approximate position of which is marked with a blue line and from the mains water pipe situated under the Red Land and the right to enter the Red Land on giving reasonable notice for the purpose of repairing maintaining and replacing the pipes and/or the spring making good at his own expense any damage caused by the exercise of this right (b) the right to enter the Red Land on giving reasonable notice for the purpose of carrying out all works necessary to comply with the covenant contained in Clause 2 below making good at his own expense any damage caused by the exercise of this right (c) all rights currently exercised over the Red Land by the owners and occupiers of the Retained Land".

NOTE 1: Clause 2 referred to is set out in Entry Number 3 of the Proprietorship Register

NOTE 2: Copy plan filed.

3 (16.07.1996) The land in this title is subject to the rights granted by a Deed dated 29 May 1996 made between (1) Philip Richard Hoskin, Noreen Anne Hoskin and Sarah Lockwood and (2) South Western Electricity PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

4 (22.05.2001) The land is subject to the rights granted by a Deed dated 20 October 2000 made between (1) Philip Richard Hoskin, Noreen Anne

C: Charges Register continued

Hoskin and Sarah Lockwood (2) BG Transco PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 5 (26.02.2013) A Transfer of the land edged and numbered DN632006 in green on the title plan and other land dated 17 January 2013 made between (1) Sarah Christine Lockwood and Norren Anne Hoslin and (2) Graham Gent, Eric Gent, Timothy Gent and Steven Gent contains transferors restrictive covenants.

NOTE:- Copy filed under DN632006.

- 6 (04.10.2013) The land is subject to the rights granted by a Transfer of the land edged and numbered DN638604 in green on the title plan dated 2 October 2013 made between (1) Noreen Anne Hoskin and Sarah Christine Lockwood and (2) Western Power Distribution (South West) Plc.

The said Deed also contains restrictive covenants by the transferor.

NOTE:-Copy filed under DN638604.

End of register