

Material Information Certificate

Address Source: HM Land Registry

10 Barton Leys

Berry Pomeroy

Totnes

Devon

TQ9 6NN

UPRN: 10009311157

EPC Source: GOV.UK



Current rating: C

Potential rating: **B**

Current CO2: 2.6 tonnes

Potential CO2: 1.4 tonnes

Expires: 30 Jan 2034

Source: https://find-energy-certificate.service.gov.uk/energy-certificate/2711-3034-7209-

3314-4200

NTS Part A

Source: HM Land Registry **Tenure**



Freehold

The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being St Giles, 10 Barton Leys, Berry Pomeroy, Totnes (TQ9 6NN).

Title number DN516887.

Absolute Freehold is the class of tenure held by HM Land Registry.

Tenure marketed as: Freehold

Ouncil Tax band: F

Authority: South Hams District Council

NTS Part B

Construction

Standard construction

Property type

Mid-terrace, House

Floorplan: To be provided

Parking

Rear, Communal

Electricity

Connected to mains electricity

Water and drainage

Connected to mains water supply

Mains surface water drainage: ${f No}$

Sewerage: Sewerage treatment plant

Heating

Central heating, Mains gas

Broadband Source: Ofcom

The property has Ultrafast broadband available.

The connection type is "FTTP (Fibre to the Premises)".

These are the fastest estimated speeds predicted in this area provided by Ofcom. Actual service availability at a property or speeds received may be different.

NAME	Standard
MAX DOWNLOAD	22 Mb
MAX UPLOAD	1 Mb
AVAILABILITY	
DETAILS	
NAME	Superfast
MAX DOWNLOAD	Unavailable
MAX UPLOAD	Unavailable
AVAILABILITY	×
DETAILS	
NAME	Ultrafast
MAX DOWNLOAD	900 Mb
MAX UPLOAD	900 Mb
AVAILABILITY	
DETAILS	

Actual services available may be different (data provided by Ofcom).

PROVIDER	EE
COVERAGE	Great
SIGNAL STRENGTH	.ıl
DETAILS	
PROVIDER	O2
COVERAGE	Good
SIGNAL STRENGTH	
DETAILS	
PROVIDER	Three
COVERAGE	Great
SIGNAL STRENGTH	.il
DETAILS	
PROVIDER	Vodafone
COVERAGE	Great
SIGNAL STRENGTH	.ıl
DETAILS	

NTS Part C

Building safety issues



Restrictions Source: HM Land Registry



Here is a summary but a property lawyer can advise further: - No development on the part of the Property coloured orange on Plan No 1 without the previous consent in writing of the Transferor - Not to use the Property for any purpose that may grow to be a nuisance to the Transferor - Maintain the property in a neat and tidy condition and in particular keep the communal areas and those boundaries marked with a "T" on the Plans in good repair and condition - No new windows or apertures in the wall of the Property adjoining the courtyard of the Manor House without prior consent of the Transferor - No aerials antennae satellite dishes or similar equipment on the exterior without prior consent of the Transferor - Not to use the words 'Somerset', 'Seymour', or 'Manor' in the name or description of the Property or any part of it

Rights and easements

Title DN516887 contains beneficial rights or easements.

Here is a summary but a property lawyer can advise further:- Right to enter onto the Retained Land to install, repair, or replace conducting media during the Perpetuity Period - Free and uninterrupted passage and running of water, sewage, electricity, and telephone supplies through the Conducting Media over the Retained Land during the Perpetuity Period - Right to enter onto the Retained Land for development and maintenance of the Property - Rights of support and protection now enjoyed by the Property

Public right of way through and/or across your house, buildings or land: No

Flood risk



River and sea flooding risk: Very low; Surface water flooding risk: Very low; Reservoir flooding risk: Not at risk; Groundwater flooding risk: Unlikely

History of flooding

No history of flooding has been reported.

Coastal erosion risk



🕏 No

turning and development
≌) No
isting and conservation
No No
Accessibility

Coalfield or mining

None

Planning and development

No coal mining risk identified

A mining risk (other than coal mining) has been identified

A potential non-coal mining risk has been identified (landslide hazard) - a detailed search report can help to determine the impact.



Moverly has certified this data

Accurate as of 7 Mar 2025

The data is aggregated from variety of sources including HM Land Registry, GOV.UK and is accurate at the time of this certificate.

Contains HM Land Registry data © Crown copyright and database right 2022. This data is licensed under the Open Government Licence v3.0.

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.



Official copy of register of title

Title number DN516887

Edition date 01.04.2016

- This official copy shows the entries on the register of title on 07 MAR 2025 at 10:19:32.
- 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 07 Mar 2025.
- 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 : SOUTH HAMS

- 1 (17.02.2003) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being St Giles, 10 Barton Leys, Berry Pomeroy, Totnes (TQ9 6NN).
- 2 (17.02.2003) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 3 January 2003 referred to in the Charges Register:-
 - 13.1 Definitions and Interpretations, In this Transfer:
 - (a) "Plan 1" means the plan numbered 1 annexed to this Transfer "Plan 2" means the plan numbered 2 annexed to this Transfer.
 - (b) "Conducting Media" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings and other ancillary apparatus
 - (c) "Retained Land" means the Transferor's adjoining or neighbouring land known as Berry Pomeroy Estate comprised in a Vesting Assent dated 31 December 1954 and made between Ralph Marcel Smith and Mervyn Robert Gustaaf Fitzgerald (1) the Most Noble Percy Hamilton 18th Duke of Somerset (2) and still owned by the Transferor or the Duke or Duchess
 - (d) "Planning Permission" means the consent no 03/0616/01F and listed building consent no 03/0615/01/LB issued by South Hams District Council in relation to the development of the Property and dated 12 April 2002
 - (e) "Treatment Plant" means an installation for the treatment and disposal of effluent which is to be constructed by the Transferee on that part of the Property edged red on Plan No $2\,$
 - (f) the expression "the Transferee" includes the Transferee's successors in title $\ensuremath{\mathsf{T}}$
 - (g) where any party comprises more than one person the obligations and liabilities of that party under this Transfer shall be joint and several obligations
 - (h) words importing one gender shall be construed as importing any other gender

A: Property Register continued

- (i) words importing the singular shall be construed as importing the plural and vice versa
- (j) any covenant by the Transferee not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person on the Property
- (k) any reference to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute or statutes
- (1) reference to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this transfer so numbered
- (m) the clause paragraphs and schedule headings do not form part of this transfer and shall not be taken into account in its construction or interpretation
- (n) "Perpetuity Period" means 80 years from 1 January 2003

The Property is transferred together with the benefit of the rights specified in the Second Schedule

There are reserved out of the Property for the benefit of the Retained land the rights specified in the First Schedule

The Second Schedule Rights Granted

- 1. The right for the Transferee and its successors in title their workmen and contractors with or without machinery tools and equipment to enter onto the Retained Land but not so as to affect any buildings thereon at any time during the Perpetuity Period for the purposes of installing laying constructing repairing maintaining or replacing Conducting Media in such positions as shall be reasonable or convenient for the purposes of servicing the Property and as shall be agreed by the Transferee or the owner for the time being of that part of the Retained Land which is affected such agreement not to be unreasonably withheld or delayed
- 2. The right to the free and uninterrupted passage and running of water foul sewage electricity telephone and supplies (other than gas) to and from the Property through the Conducting Media that may during the Perpetuity Period be in under or over the Retained Land
- 3. The right for the Transferee to enter onto the Retained Land to the extent that it is either necessary or convenient to carry out development of the Property and its future maintenance and repair including for the avoidance of doubt the erection of scaffolding and lifting machinery and the temporary storage of building materials

AND in the exercise of the above rights the Transferee or those acting on its behalf shall take all due care to cause as little inconvenience and disturbance as possible to the Transferor and its successors in title and shall make good all damage caused as soon as practicable and to the reasonable satisfaction of the Transferor and shall give reasonable prior notice before entry (save in case of emergency)

4. Any rights of support and protection now enjoyed by the Property.

The First Schedule
The Rights Reserved

1. The right at reasonable times and upon reasonable notice except in cases of emergency to enter onto the Property (but not the buildings thereon) for all reasonable purposes connected with the development and/or maintenance of the buildings on the Retained Land and for the purposes of making connection to and executing repairs alterations and renewals to the Conducting Media

A: Property Register continued

- 2. The right (subject to sufficient capacity being available) to the free and uninterrupted passage and running of water electricity telephone and other services or supplies (other than gas) to and from the Retained Land through the Conducting Media that now are or may during the Perpetuity Period be in under or over the Property
- 3. The right to drain foul waste and sewage from the Retained Land to the Treatment Plant once the same has been constructed subject to payment towards the costs of maintenance and repair in accordance with the provisions of paragraph 2 of the Fourth Schedule
- 4. The right on reasonable prior notice to divert alter or resite at its own expenses the Conducting Media laid or constructed within the Retained Land in accordance with the rights granted to the Transferee in paragraph 1 of the Second Schedule hereto PROVIDED THAT the passage of services to or from the Property shall not be impeded interrupted or prevented
- 5. In the event that the Transferee shall fail to observe and perform the covenant contained in paragraph 3 of the Third Schedule hereto to enter onto the Property together with machinery and equipment to carry out all necessary works in default and to recover reasonable and proper costs which it shall have incurred in that connection

AND in the exercise of the above rights the Transferor or those acting on its behalf shall take all due care to cause as little inconvenience and disturbance as possible to the Transferee and its successors in title and shall make good all damage caused as soon as practicable and to the reasonable satisfaction of the Transferee

- $6.\ \mbox{Any rights of support and protection now enjoyed by the Retained Land."}$
- 3 (05.08.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 26 May 2005 referred to in the Charges Register.
- 4 (05.08.2005) The Transfer dated 26 May 2005 referred to above contains provisions as to light or air and boundary structures.

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 (10.02.2016) PROPRIETOR: TIMOTHY ROBERT CHANTER and GILLIAN MARY CHANTER of 83 Onslow Road, Hersham, Walton-On-Thames KT12 5AY and of 10 Barton Leys, Berry Pomeroy, Totnes TQ9 6NN.
- 2 (10.02.2016) The price stated to have been paid on 4 February 2016 was £346,000.
- 3 (01.04.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that that conveyancer is satisfied that the person who executed the document submitted for registration as disponor is the same person as the proprietor.

Schedule of personal covenants

The following are details of the personal covenants contained in the Transfer dated 3 January 2003 referred to in the Proprietorship Register:-

"The Transferor for the benefit of the Property and each and every part thereof HEREBY COVENANTS with the Transferee to observe and perform the obligations set out in the Fourth Schedule

Title number DN516887

Schedule of personal covenants continued

The Fourth Schedule Transferor's Covenants

- 1. Not to unreasonably withhold or delay consent to the registration of any disposition of the Property in accordance with the provisions of Clause 13.7.2 of this Transfer if the purchaser is of at least equivalent financial standing as the Transferee and experienced in the conversion and development of properties of a similar nature.
- 2. To pay on demand a rateable and due proportion according to user of the cost of maintaining and repairing the Treatment Plant."

C: Charges Register

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

1 (17.02.2003) A Transfer of the land in this title and other land dated 3 January 2003 made between (1) Peter Robin Fitzgerald and Charles Arthur Howeson (Transferors) and (2) Gerald Wood Homes Limited (Transferee) contains the following covenants:-

"The Transferee for the benefit of the Retained Land and each and every part thereof HEREBY COVENANTS with the Transferor to observe and perform the obligations set out in the Third Schedule

The Third Schedule Transferee's Covenants

- 1. Not without the previous consent in writing of the Transferor to carry out any development on that part of the Property coloured orange on the Plan No $1\,$
- 2. Not to use the Property or allow the same to be used for any purpose which may be or may grow to be a nuisance to the Transferor PROVIDED THAT it is acknowledged that the use of the Property for purposes authorised by the Planning Permission shall not be a breach of this provision.
- 3. To maintain the property in a neat and tidy condition once it has been developed in accordance with the Planning Permission and in particular to keep the communal areas and those boundaries of the Property marked with a "T" on the Plans and the exterior of the buildings comprised with the Property in good repair and condition.
- 4. Subject to the payment of the contribution due from the Transferor the Transferee shall maintain the Treatment Plant in good working condition and in conformity with all necessary environmental approvals and consents from the relevant authorities.
- 5. Not to create any new windows or apertures in the wall of the Property where it adjoins the courtyard of the Manor House (save for works required by the Planning Permission) without the prior consent of the Transferor.
- 6. Not to erect any aerials antennae satellite dishes or similar equipment on the exterior of the Property without the prior consent of the Transferor.
- 7. Not to use any of the words "Somerset" or "Seymour" or "Manor" in the description or name of the Property or any part of it."

NOTE: Details of the definitions referred to above are set out in entry number 2 in the Property Register.

2 (05.08.2005) A Transfer of the land in this title dated 26 May 2005 made between (1) Gerald Wood Homes Limited and (2) Arthur Michael Barrett Rogers and Marianne Patricia Barrett Rogers contains restrictive covenants.

NOTE: Copy filed.

Title number DN516887

End of register