

Material Information Certificate

Source: HM Land Registry

Address

Elmhirst Lodge Station Road
Apartment 10
Elmhirst Lodge
Station Road
Totnes
Devon
TQ9 5NS
UPRN: 10096316616

EPC

Source: GOV.UK

Current rating: C

Potential rating: $\boldsymbol{\mathsf{C}}$

Current CO2: 0.9 tonnes

Potential CO2: 0.9 tonnes

Expires: 30 Jan 2034

Source: https://find-energy-certificate.service.gov.uk/energy-certificate/9134-4239-8000-0389-7272

NTS Part A

Tenure Source: HM Land Registry Image: Source of the state of the st

Local council

ease length	Source: HM Land Registry
997 years remaining	
Started in 2023 with a lease of 999 years.	
bround rent	
e ^y Not payable	
ervice charge	
ల్లి) £2,983.66 a year	

NTS Part B

Construction

2 Standard construction

Property type



Number of floors: **1**

Entrance on floor: 1

Has lift: **No**

Over commercial premises: $\ensuremath{\text{No}}$

Floorplan: To be provided

Parking

2) Communal, Off Street, Private

Electric vehicle charging point: Yes

Electricity

Connected to mains electricity

Water and drainage

2) Connected to mains water supply

Mains surface water drainage: $\ensuremath{\text{Yes}}$

Sewerage: Connected to mains sewerage

Heating

ඵ	Central	heating,	Electricity
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Heating features: Double glazing

Broadband

Source: Ofcom



Mobile coverage

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Source: Ofcom

NTS Part C

Building safety issues

<mark>쏭</mark> No

Title DN176665 contains restrictions or restrictive covenants.

Here is a summary but a property lawyer can advise further: - Covenant not to use premises for intoxication-related purposes or gambling related activities. - Certain buildings and usages, such as manufacturing or religious worship, restricted as per historical covenants. - Requirements for consent for transfers of parts of the property under specific conditions as per deeds (from 18 July 2019). - No major building changes without consent from relevant authority in connection to a historical agreement.

Rights and easements

Title DN176665 contains beneficial rights or easements.

Here is a summary but a property lawyer can advise further:- Right for maintenance and use of service pipes, wires, etc. under other properties, with conditions for repairs and notifications. - Right to pass foot on certain pathways for access between properties. - Right to park car on specified area on Sundays. - Various rights of way, usage and maintenance of service conduits that have been established historically.

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

Flood risk

💙 No

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

A History of flooding

No history of flooding has been reported.

Coastal erosion risk

📀 No

Planning and development

2º No

Listing and conservation

<mark>జి</mark> No

Accessibility

(2) Level access, Ramped access, Lift access, Wide doorways

Coalfield or mining

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.

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Moverly has certified this data Accurate as of 6 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.

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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.

Applications are pending in HM Land Registry, which have not been completed against this title.

HM Land Registry



Official copy of register of title

Title number DN176665

Edition date 26.03.2024

- This official copy shows the entries on the register of title on 05 APR 2024 at 10:20:04.
- 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 06 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 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Brutus Centre, Fore Street, Totnes (TQ9 5RW).
- 2 As to the land edged and numbered 9 in blue on the filed plan the certain drains, vent pipe and gulley as stated in the Conveyance dated 12 July 1927 referred to in the Charges Register are excluded from this registration.

NOTE: Copy plan filed under DN93179.

3 The land edged and numbered 4, 5 and 6 in blue on the filed plan has the benefit of the following rights granted by the Conveyance dated 11 March 1985 referred to in the Charges Register:-

"Together with the rights set out in the Second Schedule

THE SECOND SCHEDULE

(rights benefiting the property hereby conveyed)

The right (on reasonable notice having been given) to lay and thereafter use inspect maintain repair or renew all necessary service pipes wires and cables and other conducting media under or through the Corporation's land as are required for the development of the Property hereby conveyed and the land edged blue on the said plans "A" and "B" within the period of 80 years commencing on the date hereof provided that no unnecessary inconvenience shall be caused and all damage caused in the exercise of such rights shall forthwith be made good in a proper and workmanlike manner by the person exercising such right".

NOTE: So much of the land edged blue referred to as is included in this title is shown edged and numbered 1, 2, 7, 8 and 9 and tinted yellow and tinted mauve on the title plan.

4 The land has the benefit of following rights reserved by but is subject to the following rights granted by the Transfer of the land tinted pink on the title plan contained in the Transfer dated 11 March 1985 referred to in the Charges Register:-

"TOGETHER WITH the rights more particularly contained in paragraphs 1 $\ensuremath{\mathbf{2}}$

A: Property Register continued

and 3 of the First Schedule hereto but EXCEPTING AND RESERVING to the Company and its successors in title the owners and occupiers for the time being of its adjoining property which is for the purpose of identification only shown edged blue on the said plan "A" the rights more particularly contained in the Second Schedule hereto

THE FIRST SCHEDULE

(Rights benefiting the property transferred)

1. Full right and liberty to pass and repass upon foot at all times and for all purposes over and along such pathways as are constructed on the land edged blue on the said plan "A" and as shall provide access between the property edged red on the said plan "A" and the property edged yellow and coloured brown on the said plan "A"

2. The right (on reasonable notice having been given) to enter and place ladders scaffolding and other apparatus on that part of the said land edged blue on the said plan "A" as immediately adjoins the property hereby transferred as shall be necessary to inspect clean maintain repair and renew the property hereby transferred and any boundary walls thereof PROVIDED THAT all damage caused in the exercise of such right shall forthwith be made good by the person exercising such right and PROVIDED FURTHER that all such materials and apparatus shall be removed as quickly as reasonably possible

3. The right to use inspect repair and renew all service pipes wires and cables laid within 80 years from the date hereof serving the property hereby transferred and which pass under over or through the said land edged blue on the said plan "A" or any part thereof

THE SECOND SCHEDULE

(Exceptions and reservations affecting the property transferred)

1. All easements quasi easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the said land edged blue on the said plan "A" over or in respect of the property hereby transferred and which would be implied by statute or by reason of severance in favour of a purchaser of the said land edged blue on the said plan "A" if the same had been conveyed or transferred to such purchaser and the property hereby transferred had been retained by the Company

2. The right (on reasonable notice having been given) to enter and place ladders scaffolding and other apparatus on the property hereby transferred as immediately adjoins the said land edged blue on the said plan "A" as shall be necessary to inspect clean maintain repair and renew any building now or hereafter erected on the said land edged blue on the said plan "A" and any boundary walls thereof PROVIDED THAT all damage caused in the exercise of such right shall forthwith be made good by the person exercising such right and PROVIDED FURTHER that all such materials and apparatus shall be removed as quickly as reasonably possible

3. The right (on reasonable notice having been given) to lay and thereafter use inspect maintain repair or renew all necessary service pipes wires cables and other conducting media under or through the property hereby transferred as are required for the development of the said land edged blue on the said plan "A" within the period of 80 years from the date hereof Provided that no unnecessary inconvenience shall be caused and all damage caused in the exercise of such right shall forthwith be made good in a proper and workmanlike manner by the person exercising such right".

NOTE: Copy plan A filed.

5

The land has the benefit of the following rights reserved by but is subject to the following rights granted by the Transfer of the land tinted brown on the title plan contained in the Transfer dated 11 March 1985 referred to in the Charges Register:-

"TOGETHER WITH the rights more particularly set out in paragraphs 4,5

A: Property Register continued

and 6 of the First Schedule hereto but EXCEPTING AND RESERVING to the Company as aforesaid the rights set out in paragraphs 1 and 3 of the Second Schedule hereto

THE FIRST SCHEDULE

(Rights benefiting the property transferred)

4. The right to full and free use on Sundays of the car park to be constructed on part of the said land edged blue on the said plan "A" when constructed

5. The right (on reasonable notice having been given) to lay and thereafter use inspect maintain repair or renew all necessary service pipes wires cables and other conducting media under or through the land edged blue on the said plan "A" as are required for the development of the said land coloured brown on the said plan "A" and the adjoining land of the Corporation within the period of 80 years from the date hereof PROVIDED that no unnecessary inconvenience shall be caused and all damage caused in the exercise of such right shall forthwith be made good in a proper and workmanlike manner by the person exercising such right

6. Full right and liberty to pass and repass with or without vehicles at all times and for all purposes over and along the land shown hatched brown on the said plan "B"

THE SECOND SCHEDULE

(Exceptions and reservations affecting the property transferred)

1. All easements quasi easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the said land edged blue on the said plan "A" over or in respect of the property hereby transferred and which would be implied by statute or by reason of severance in favour of a purchaser of the said land edged blue on the said plan "A" if the same had been conveyed or transferred to such purchaser and the property hereby transferred had been retained by the Company

3. The right (on reasonable notice having been given) to lay and thereafter use inspect maintain repair or renew all necessary service pipes wires cables and other conducting media under or through the property hereby transferred as are required for the development of the said land edged blue on the said plan "A" within the period of 80 years from the date hereof Provided that no unnecessary inconvenience shall be caused and all damage caused in the exercise of such right shall forthwith be made good in a proper and workmanlike manner by the person exercising such right".

NOTE: Copy plans filed.

6 The land edged and numbered 9 in blue on the title plan has the benefit of the following rights granted by a Transfer thereof dated 11 March 1985 made between (1) Anthony John Harrison and others (Transferors) and (2) International Stores Properties Limited (Transferee):-

"TOGETHER WITH a right of access with or without workmen equipment and materials over the remainder of the land comprised in title number DN93179 for the purpose of maintaining the boundary structure hereinafter referred to and any services"

- 7 (09.07.1987) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 8 (03.01.1989) The land cross-hatched mauve on the title plan added to the title on 15 September 1989.
- 9 (12.07.1996) The land has the benefit of the following rights reserved by the Transfer dated 13 February 1996 referred to in the Charges Register:-

"8. RIGHTS EXCEPTED AND RESERVED

A: Property Register continued

For the Vendor the Tenant and their respective successors in title and all others authorised by them:

8.1 The right to run water soil gas oils electricity telephone signals and other services through any sewers drains watercourses pipes cables wires or other channels or conductors ("the Conduits") which are now or may at any time during the Perpetuity Period be in under or over the Surrendered premises with power at all times on giving to the owner for the time being of the Surrendered Premises reasonable notice (except in the case of emergency when no notice shall be required) to enter onto so much as shall be reasonably necessary of the Surrendered Premises for the purpose of repairing renewing altering testing replacing maintaining inspecting or cleaning the conduits or connecting into the same subject to the person exercising such rights making good all damage caused to the reasonable satisfaction of the owner for the time being of the Surrendered Premises.

8.2 The right to enter onto the Surrendered Premises on giving to the owner for the time being thereof reasonable notice (except in case of emergency when no notice shall be required) for the purpose of repairing or maintaining any part of the Retained Land and the Leasehold Retained Land which cannot conveniently be otherwise repaired or maintained subject to the person exercising such rights making good all damage caused to the reasonable satisfaction of the owner for the time being of the Surrendered Premises.

8.3 All rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or premises.

8.4 The right to build upon any adjoining land of the Vendor and the Leasehold Retained Land in any manner as the Vendor or the Tenant as appropriate may think fit."

NOTE: The surrendered premises is the land edged and numbered DN370703 in green on the title plan. The retained land is the land remaining in this title. The Leasehold retained land is the land remaining in title number edged and numbered DN370703 in green.

- 10 (08.10.2018) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 11 (02.08.2019) A Transfer of the land in this title and other land dated 18 July 2019 made between (1) West Bromich Commercial Limited and (2) Churchill Retirement Living Limited contains a provision relating to the passing of easements as therein mentioned.

NOTE: Copy filed.

- 12 (02.08.2019) By the Deed dated 1 August 2019 referred to in the Charges Register the rights granted by the First Schedule of the Transfer dated 11 March 1985 referred to above were released to the extent therein mentioned.
- 13 (07.08.2019) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered DN716894 in green on the title plan dated 1 August 2019 made between (1) Churchill Retirement Living Limited and (2) Plymouth Roman Catholic Diocesan Trustees Registered but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under DN716894.

14 (07.08.2019) The land edged and numbered 11 in blue on the title plan added to the title on 7 August 2019.

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 (26.03.2024) PROPRIETOR: CHURCHILL RETIREMENT LIVING LIMITED (Co. Regn. No. 06260373) of Churchill Retirement Living Ltd, Churchill House, Parkside, Ringwood BH24 3SG.
- 2 (02.08.2019) RESTRICTION: No transfer of the part of the registered estate shown hatched brown on the title plan by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.1(b) of a deed dated 18 July 2019 made between (1) Clive Charles Morgan, Timothy George Garrett and Peter Benson Farnsworth and (2) Churchill Retirement Living Limited have been complied with or that they do not apply to the disposition.
- 3 (26.03.2024) 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.
- 4 (26.03.2024) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 22 February 2024 in favour of Hsbc Uk Bank Plc referred to in the Charges Register.

C: Charges Register

2

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

1 A Conveyance of the land edged and numbered 4 in blue on the title plan and other land dated 1 April 1897 made between (1) The Most Noble Algernon Duke of Somerset (Vendor) and (2) Lalande John Cary Hains (Purchaser) contains covenants.

By a Deed dated 10 September 1940 made between (1) The Most Noble Evelyn Francis Edward Duke of Somerset (Duke) and (2) Plymouth Roman Catholic Diocesan Trustees Registered the said covenants were expressed to be varied.

By a Deed dated 22 July 1977 made between (1) The Most Noble Percy Hamilton (Eighteenth) Duke of Somerset (Duke) (2) Ralph Marcel Smith and Mervyn Robert Gustaaf Fitzgerald (Trustees) and (3) Plymouth Roman Catholic Diocesan Trustees Registered (Corporation) the said covenants were expressed to be released.

Details of the covenants and of the terms of variation and release are set out in the Schedule of restrictive covenants hereto.

The land edged and numbered 4 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 1 April 1897 referred to above:-

"Save and always reserving unto the Vendor and the other person or persons deriving title under the said Will the free running of water and soil from any lands and buildings being part of the property settled by the said Will through any sewers or drains made or to be made in or under the lands hereby assured or any of them And also save and always reserving unto the Vendor and the other person or persons deriving title under the said Will liberty with or without workmen at all times hereafter whenever necessary to enter on the lands hereby assured in order to amend repair and cleanse the sewers and drains in case of any neglect on the part of the Purchaser his heirs or assigns so to do And also liberty for the Vendor and the other person or persons aforesaid with or without workmen from time to time and at all times hereafter whenever necessary to enter upon such parts of the lands hereby assured as for the time being may not be built upon in order to be made through the lands hereby assured any other sewer or drain from the other lands or buildings forming part of the said Settled Estate to communicate with any drain or sewer of the Purchaser his heirs or assigns he or they being compensated for any damage which he or they may sustain by the exercise of such last mentioned liberty And also save and reserving to the Vendor and the other person or persons aforesaid all such rights of support rights of light rights with respect to party walls and other similar rights and also such other easements as the owners or occupiers for the time being of any

land or buildings forming part of the property settled by the said Will which adjoin or is or are near to the premises hereby assured would have had or have by user or otherwise acquired in respect of such adjoining or neighbouring land or buildings if such last mentioned land and buildings and the premises hereby assured had never been owned by the same person or persons or been occupied together"

- 3 A Conveyance of the land tinted brown and edged and numbered 1 in blue on the title plan dated 14 January 1921 made between (1) Eryke Hayman Cathcart (2) Horace Hurman and (3) Reverend Frederick Courtenay Burrough contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 A Conveyance of the land edged and numbered 2 in blue on the title plan and other land dated 17 July 1923 made between (1) Samuel Fosser (Vendor) and (2) George Cann (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land edged and numbered 9 in blue on the title plan is subject to the following rights contained in a Conveyance thereof dated 12 July 1927 made between (1) Charles Albert Stanley Robinson and (2) Felix Brice:-

"Subject nevertheless to the right of the owners and occupiers of the messuage and premises called The Little Priory situate on the Eastern side of the premises hereby conveyed to certain drains together with the vent pipe and gulley situate on part of the premises coloured Green on the said plan with the right of entry thereon from time to time to examine repair and relay the said drains vent pipe and gulley then making good all damage done thereby TO HOLD the same unto the Purchaser in fee simple subject as to the premises coloured Green on the said plan to a chief or quit rent of Twelve shillings per annum to the Manor of Totnes".

NOTE: Copy plan filed under DN93179.

6 By a Conveyance dated 16 August 1940 made between (1) Charles Henry Prowse (Vendor) and (2) Plymouth Roman Catholic Diocesan Trustees Registered (Corporation) the land edged and numbered 4, 5 and 6 in blue on the title plan and other land was conveyed subject as follows:-

"Subject to a right of way in favour of W H Goodridge the owner or owners for the time being of Waldron House, Totnes aforesaid on foot only over and along the garden path dividing the garden of Waldron House from the piece of garden land secondly hereinbefore described together (if and so far as such right is still subsisting) with a right for the said W H Goodridge to make a door way through the boundary wall on the North to obtain access to other land of his"

7 The land tinted brown and edged and numbered 1 in blue on the title plan is subject to the following rights excepted and reserved by a Conveyance thereof dated 24 January 1968 made between (1) William Henry Goodridge (Vendor) and (2) The Mayor Aldermen and Burgesses of The Borough of Totnes (Purchasers):-

"EXCEPT AND RESERVING unto the Vendor or other the owner or occupier for the time being of No 63 Fore Street aforesaid the right of light as at present existing over the portion of the land hereby conveyed edged blue on the said plan AND ALSO EXCEPT AND RESERVING unto the Vendor the right at all reasonable times with or without workmen and others to enter upon the said piece of land edged blue on the said plan for the purpose of inspecting repairing and maintaining the said property numbered 63 Fore Street aforesaid and the drains water pipes and other services serving the same and laid in on or under the premises hereby conveyed AND ALSO EXCEPT AND RESERVING all rights of easement drainage and quasi easements as at present exercised by the owners or occupiers for the time being of No 63 Fore Street aforesaid over the premises hereby conveyed as if the same were now in different ownership".

NOTE: The land edged blue referred to is edged and numbered 10 in blue on the title plan."

A Conveyance of the rentcharge reserved by the Conveyance dated 1 April

8

1897 referred to above which rentcharge is now determined dated 22 July 1977 made between (1) The Most Noble Percy Hamilton Eighteenth Duke of Somerset (Vendor) and (2) Plymouth Roman Catholic Diocesan Trustees Registered (Corporation) contains covenants.

By a Deed dated 20 November 1979 made between (1) The Most Noble Percy Hamilton(Eighteenth Duke of Somerset) (Duke) and (2) Plymouth Roman Catholic Diocesan Trustees Registered (Corporation) the said covenants were expressed to be released. Details of the covenants and of the terms of the release are set out in the Schedule of restrictive covenants hereto.

9 The land tinted yellow on the title plan is subject to the following rights granted by a Deed dated 5 February 1979 made between (1) The South Hams District Council (Vendor) and (2) Michael Thomas Lyons and Gwendoline Mary Lyons (Purchasers):-

"1 THE VENDOR as beneficial owner HEREBY GRANTS unto the Purchasers ALL THAT right for the Purchasers and their successors in title owners or occupiers for the time being of the blue land and his her and their under tenants and servants and all other persons authorised by him her or them at all times hereafter and for the purpose of repairing maintaining renewing and inspecting such of the boundary walls fences gutters and roofs of the blue land as are immediately adjacent to the pink land to pass and repass over the pink land and to place on the pink land as hereinafter limited thereon such ladders scaffolding or other equipment used in connection therewith but excluding any motor vehicle or motorised equipment on the pink land along that length of the pink land which shares a common boundary with the blue land over a maximum width of five feet across the pink land and measured from the nearest boundary of the blue land provided that such ladders and scaffolding and other equipment shall not remain on the pink land for a period of more than three months in each year".

NOTE: The pink land and the blue land referred to are tinted yellow and tinted blue respectively on the title plan. The said Deed also contains the following covenant:-

"3 THE PURCHASERS HEREBY JOINTLY AND SEVERALLY COVENANT with the Vendor and its successors in Title that they the Purchasers and their successors in Title will cause as little inconvenience obstruction nuisance or annoyance as is reasonably possible during the exercise of the right hereby granted and will make good any damage occasioned by the exercise of such right"

- 10 A Conveyance of the land edged and numbered 4, 5 and 6 in blue on the title plan dated 11 March 1985 made between (1) Plymouth Roman Catholic Diocesan Trustees Registered (Corporation) (2) J T Development Limited (Purchaser) and (3) International Stores Properties Limited (Sub-Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 11 The land edged and numbered 4, 5 and 6 in blue on the title plan is subject to the following rights excepted and reserved by the Conveyance dated 11 March 1985 referred to above:-

"EXCEPT AND RESERVING unto the Corporation for the benefit of the land edged green and coloured brown on the said plan "A" and more particularly shown edged green on the said plan "B" ("the Corporation's land") and each and every part thereof the rights set out in the Third Schedule

THE THIRD SCHEDULE

(exception and Reservations affecting the property hereby conveyed)

1. All easements quasi easements liberties privileges rights and advantages now or heretofore occupied or enjoyed by the Corporation's land over or in respect of the property hereby conveyed and which would be implied by statute or by reason of severance in favour of a Purchaser of the Corporation's land if the same had been conveyed or transferred to such Purchaser and as if the property hereby conveyed had been retained by the Corporation

2. Full right and liberty to connect into all pipes wires and cables laid within the period of eighty years from the date hereof for the benefit of any building now or hereafter to be erected on the Corporations land

3. Full and free right of way for vehicles and pedestrians over and along that part of the property hereby conveyed and over and along those part or parts of the Sub-Purchaser's said adjoining land edged blue on the said plans "A" and "B" as are from time to time laid out as a service road and provide access to the Corporation's land

4. Full and free right of way for pedestrians only over and along that part of the property hereby conveyed as is from time to time laid out as footpaths

5. Full and free right of use on Sundays of that part of the property hereby conveyed as is from time to time laid out as a car park".

NOTE: The land edged green and coloured brown referred to is edged and numbered 3 in blue and tinted brown respectively on the title plan. So much of the land edged blue referred to as is included in this title is edged and numbered 1, 2, 7, 8 and 9 in blue and tinted yellow and tinted mauve on the title plan.

- 12 A Transfer of the land tinted pink and tinted brown on the title plan and other land dated 11 March 1985 made between (1) International Stores Properties Limited (Company) (2) J T Development Limited and (3) Plymouth Roman Catholic Diocesan Trustees registered (Corporation) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 13 By a Conveyance and Assignment dated 11 May 1985 made between (1) South Hams District Council (Vendor) and (2) International Stores Properties Limited (Purchaser) the land edged and numbered 1, 2, 7 and 8 and tinted yellow on the title plan and other land was conveyed subject as follows:-

"SUBJECT (if and so far as the same are subsisting or capable of being enforced and relate to the premises hereby conveyed) to

(i) All rights privileges and easements in respect of drainage or sewerage which now exist through the property for the benefit of any neighbouring or adjoining property

(ii) All rights of way light support and other easements (if any) and to the rights of adjoining owners or occupiers affecting the same whether specifically mentioned or not

(iii) All easements and wayleaves in connection with all gas water and drainage mains and pipes electricity cables wires poles stays and transformers (if any) and also of telephone and television poles wires and stays at present erected on or passing over or under any part of the said property and all existing and pending agreements affecting the same."

14 (09.07.1987) The land is subject to the rights granted by a Deed dated 21 May 1987 made between (1) Gateway Properties Limited (2) Gateway Food Markets Limited and (3) Anthony John Harrison and Peter Christopher Sutton.

NOTE: Copy filed under DN217285.

- 15 (03.01.1989) The land cross-hatched mauve on the title plan is included in the Conveyance dated 16 August 1940 referred to above.
- 16 (03.01.1989) The land cross-hatched mauve on the title plan is included in the Conveyance dated 22 July 1977 referred to above.
- 17 (12.07.1996) The land is subject to the following rights granted by a Transfer of the land edged and numbered DN370703 in green on the title plan dated 13 February 1996 made between (1) Jason Estates Limited (Vendor) (2) Somerfield Property Company Limited (Tenant) and (3) Simon Lang and Reginald Stanley Burningham (Purchaser):-

"9. RIGHTS GRANTED

For the Purchaser its successors in title and all others authorised by them:

9.1 The right to enter at all reasonable times of the day (giving at least 7 days prior notice) to the owners and occupiers from time to time onto a strip of land measuring 1.5m in width situated immediately to the north of the Surrendered premises (hereinafter called the "Service Strip") for the purpose of laying erecting or constructing any drains channels sewers mains watercourses cables pipes wires conduits poles structures fixtures or other works for the drainage of or for the supply of water gas electricity telephone heating and other services to the Surrendered Premises (hereinafter called the "Service Installations") the persons exercising such rights doing so as quietly cleanly quickly and efficiently as possible and causing as little inconvenience and damage as possible in the exercise of such rights and making good all damage thereby occasioned forthwith and to the Vendor's and the Tenant's satisfaction on the completion of the works of laying erecting or installing the Service Installations.

9.2 On the completion of the works specified in the above clause 9.1 the right to pass water and soil electricity gas and telephone services (hereinafter called "the Service Media") through the Service Installations.

9.3 the right at all reasonable times of the day (on giving at least 7 days prior notice save in case of emergency) to enter onto the Service Strip for the purposes of inspecting repairing cleansing maintaining amending altering relaying renewing or replacing all or any of the Service Installations the person exercising such right doing so in the manner and subject to the same matters as are set out in the above clause."

NOTE: The surrendered premises is the land edged and numbered DN370703 in green on the title plan.

18 (02.08.2019) The land is subject to any rights that are granted by a Deed dated 18 July 2019 made between (1) Clive Charles Morgan, Timothy George Garratt and Peter Benson Farnsworth and (2) Churchill Retirement Living Limited and affect the registered land.

NOTE: Copy filed.

19 (02.08.2019) By a Deed dated 1 August 2019 made between (1) Plymouth Roman Catholic Diocesan Trustees Registered and (2) Churchill Retirement Living Limited the covenants contained in clause 2 of the Third Schedule of the Transfer dated 11 March 1985 and the covenants contained in clause 2 of the Conveyance dated 11 March 1985 referred to above were released to the extent therein mentioned.

NOTE: Copy filed.

- 20 (02.08.2019) By the Deed dated 1 August 2019 referred to above the rights reserved by the Third Schedule of the Conveyance dated 11 March 1985 referred to above were released to the extent therein mentioned.
- 21 (07.08.2019) A Conveyance of the land edged and numbered 11 in blue on the title plan and other land dated 21 October 1986 made between (1) The Trustees for Methodist Church Purposes (The Board) and (2) Reverend Eric Gordon Capstack and others (The Managing Trustees) and (3) International Stores Properties Limited (The Purchaser) contains the following covenants:-

"THE Purchaser for itself and its successors in title (but so that the Purchaser shall not be personally liable hereunder after the said property shall have ceased to be vested in it) hereby covenants with the Board that the premises shall not be used for the manufacture distribution sale or supply of intoxicating liquors nor for any purpose in connection with the organisation or practice of gambling in any of its forms nor as a public dance hall."

22 (14.07.2021) UNILATERAL NOTICE in respect of a contract for sale dated

14 July 2021 made between (1) Northumberland Trading Limited and (2) Churchill Retirement Living Limited.

- 23 (14.07.2021) BENEFICIARY: Northumberland Trading Limited (Co. Regn. No. 12413579) of 159 High Street, Barnet, Hertfordshire EN5 5SU.
- 24 (14.02.2022) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

NOTE: Each lease is referenced by edging and numbering in mauve on the title plan unless otherwise stated in the schedule of leases.

25 (14.11.2022) The land is subject to any rights that are granted by a Transfer of the land edged and numbered DN754033 in green on the title plan dated 7 November 2022 made between (1) Churchill Retirement Living Limited and (2) The Electricity Network Company Limited and affect the registered land.

The said Deed also contains restrictive covenants by the transferor.

NOTE: Copy filed under DN754033.

26 (26.03.2024) REGISTERED CHARGE dated 22 February 2024 affecting also other titles.

NOTE: Charge reference CH647800.

27 (26.03.2024) Proprietor: HSBC UK BANK PLC (Co. Regn. No. 09928412) of H S B C, 1 Centenary Square, Birmingham B1 1HQ.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 1 April 1897 referred to in the Charges Register:-

"The Purchaser hereby secondly covenants with the owner or owners for the time being of the said rent and also as separate covenants with the Vendor and also as separate covenants with the owner or owners for the time being of the premises situate at Berry Pomeroy in the County of Devon and commonly known as Berry Pomeroy Castle and the site thereof (being part of the premises settled by the said Will of the said Edward Adolphus Duke of Somerset) that the Purchaser his heirs or assigns will not at any time hereafter without the consent in writing of the owner or owners for the time being of the said rent and of the owner or owners for the time being of the said Castle and the site thereof build upon the said plot of land hereby assured any building or erection other than the dwellinghouse and other buildings now standing thereon or without such consent as aforesaid make any addition to or alteration in such dwellinghouse and other buildings And that the Purchaser his heirs and assigns shall not nor shall any of them at any time hereafter set up any steam engine or burn bricks or clay or allow any nuisance on the said plot of land hereby assured And shall not without the consent in writing of the owner or owners for the time being of the said Castle and the site thereof first had and obtained erect or use or permit or suffer any building to be erected or used for the purpose of a School exceeding four pupils hospital establishment for lunatics place of religious worship inn or beerhouse or carry on or permit to be carried on in or upon the said premises or any part or parts thereof or on any building thereon any trade or business that can be deemed noxious disagreeable unwholesome or annoying to any person or persons living in the neighbourhood or use or permit any building to be used for any other purpose than as a private dwellinghouse but nevertheless that this clause shall not prohibit the taking of lodgers And will not permit or suffer any shed caravan house on wheels or other chattel adapted or intended for use as a dwellinghouse or sleeping apartment nor any shows booths swings or roundabouts to be erected placed made or used or be allowed to remain on the said premises And will keep the Gardens well stocked and in a good state of cultivation as gardens and will not allow them to be used for any other purpose"

2 The following are details of the terms of the variation contained in the Deed dated 10 September 1940 referred to in the Charges Register:-

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Schedule of restrictive covenants continued

"NOW THIS DEED WITNESSETH that in pursuance of the said agreement the Duke as the owner for the time being of the said rent and also as owner for the time being of the said premises known as Berry Pomeroy Castle and the site thereof and in every other capacity as the person entitled to the benefit of the said covenants and conditions contained in the Conveyance HEREBY CONSENTS to the erection by the Corporation or its successors in title of additional buildings on the land comprised in and conveyed by the Conveyance and to the alteration reconstruction or enlargement of the existing buildings in such manner as the Corporation or its successors in title may think fit but subject to plans and specifications of such additional buildings alterations reconstruction or enlargement being previously submitted to and approved by the Duke or other owner for the time being of the rent reserved by the said Conveyance and also the owner for the time being of Berry Pomeroy Castle aforesaid (such approval not to be unreasonably withheld) AND the Duke FURTHER CONSENTS to the use of any buildings now or at any time hereafter with approval as aforesaid erected or standing on the land comprised in the Conveyance for all or any of the following purposes in addition to that of a private dwellinghouse namely a Church for Religious Worship a school without restriction as to the number of pupils Religious House a Church or Parish Hall a Nursing Home a Guest House and a Boarding House PROVIDED ALWAYS AND IT IS HEREBY DECLARED that the consent hereinbefore contained shall extend only to the specific matters hereinbefore expressly mentioned and shall not be deemed to operate as a waiver or release of the covenants in the Conveyance contained except to the extent hereinbefore mentioned"

3 The following are details of the terms of the release contained in the Deed dated 22 July 1977 referred to in the Charges Register:-

"NOW THIS DEED WITNESSETH as follows:-

IN pursuance of the said agreement and in consideration of the sum of One pound paid by the Corporation to the Trustees at the direction of the Duke (the receipt whereof the Trustees hereby acknowledge) the Duke as Trustee hereby releases the Corporation and its successors in title and the said hereditaments and premises comprised in the Conveyance from the said covenants as varied by the said Deed of Consent so far as the same are subsisting and capable of being enforced

IT is HEREBY AGREED AND DECLARED that save as to the release of covenants hereinbefore contained the provisions of the Conveyance and in particular the covenants for payment of and relating to the yearly rent shall remain in full force and effect"

The following are details of the covenants contained in the Conveyance dated 17 July 1923 referred to in the Charges Register:-

"Covenants by the Purchaser with the Vendor his heirs executors and assigns

not (without the consent in writing of the Vendor) to erect any building on the said Plot of land Nod 8 on the Plan except detached or semi-detached private residences with other offices appurtenant thereto such residences to be erected in such a position and in accordance with such plans as should be approved by the Surveyor of the Vendor

NOTE: So much of the plot of land numbered 8 referred to as affects the land in this title is shown edged and numbered 2 in blue on the title plan."

The following are details of the covenants contained in the Conveyance dated 22 July 1977 referred to in the Charges Register:-

"The Corporation for itself and its successors in title the owner or owners for the time being of the said hereditaments and premises comprised in and conveyed by the Conveyance and known as "Crichel" Totnes (hereinafter called "Crichel") HEREBY COVENANTS WITH the Vendor and his successors in title for the benefit of the Vendor's adjoining and adjacent and neighbouring land and every part thereof for the time being remaining unsold that the Corporation and its successors in title will observe and perform the following restrictions and stipulation to the intent that the benefit of this covenant shall be annexed to and run with the Vendor's said adjoining adjacent and neighbouring land and 7

8

Schedule of restrictive covenants continued

every part thereof and that the burden thereof will forever run with and bind the said hereditaments comprised in the Conveyance and every part thereof that the Corporation and its successors in title will:-

(i) not use any buildings now or at any time hereafter erected or standing on the land comprised in the Conveyance otherwise than as any one or more of the following purposes namely a private dwellinghouse a church for religious worship a school without restriction as to the number of pupils a religious house a Church or Parish Hall a Nursing Home a Guest House and a Boarding House

(ii) not to erect bring on to or permit to be erected or brought on to the said premises or any part thereof any tent shed caravan or portable building of any kind except in the course of building works carried out on the premises comprised in the Conveyance

(iii) not to erect or alter any buildings on the said premises or any part thereof unless and until plans and specifications thereof have been submitted to and approved in writing by the Vendor or his Surveyors (such approval not to be unreasonably withheld)"

6 The following are details of the terms of the RELEASE contained in the Deed dated 20 November 1979 referred to in the Charges Register:-

"NOW THIS DEED WITNESSETH as follows:-

IN Pursuance of the said Agreement and in consideration of the sum of Five hundred pounds paid by the Corporation to the Duke (the receipt whereof the Duke hereby acknowledges) the Duke as beneficial owner HEREBY RELEASES the Corporation and its successors in title and the said hereditaments and premises known as Crichel Totnes and each and every part thereof from the said covenants contained in the Conveyance.

The following are details of the covenants contained in the Conveyance dated 11 March 1985 referred to in the Charges Register:-

"The Sub-Purchaser for itself and its successors in title HEREBY COVENANTS with the Corporation and its successors in title for the benefit of the Corporation's land that it will not do or suffer to be done on the property hereby conveyed or on the land edged blue on the said plan "A" anything which shall be a nuisance to the Corporation or their successors in title to the Corporation's land

NOTE: So much of the land edged blue referred to as is included in this title is shown edged and numbered 1,2,7,8 and 9 and tinted yellow and tinted mauve on the title plan.

The following are details of the covenants contained in the Transfer dated 11 March 1985 referred to in the Charges Register:-

"For the benefit of the property hereby transferred and the neighbouring property of the Corporation which is for the purpose of identification only shown on the said plan "A" and thereon edged yellow and each and every part thereof the Company hereby covenants for itself and its successors in title the owners and occcupiers for the time being of the said property which is for the purpose of identification only edged blue on the said plan "A" and each and every part thereof that it and they will observe and perform the covenants contained in the Third Schedule hereto

THE THIRD SCHEDULE

(Covenant benefitting the property transferred)

Not to do or suffer on the said land edged blue on the said plan "A" or any part thereof anything which shall be a nuisance to the Corporation or their successors in title or other neighbouring occupiers

NOTE: Copy plan 'A' filed.

12 of 13

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	14.02.2022 1 (Part of)	Flat 1, Brutus Centre (First Floor)	21.01.2022 125 years from and including 21.01.2022	DN745729
2	27.04.2023 2 (Part of)	Flat 2, Brutus Centre (First Floor)	24.04.2023 125 years from and including 24.04.2023	DN759267

End of register