



Official copy of register of title

Title number DN763504

Edition date 04.10.2023

- This official copy shows the entries on the register of title on 31 Dec 2024 at 12:54:59.
- 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 31 Dec 2024.
- 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 : TORRIDGE

- 1 (14.04.1989) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the west side of 8 Benson Drive, Northam, Bideford (EX39 1UX).
- 2 (04.10.2023) A Transfer of the land in this title dated 13 September 2023 made between (1) Wain Homes (South West) Limited and (2) Northam Town Council contains a provision relating to the creation and/or passing of easements.

NOTE: Copy filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (04.10.2023) PROPRIETOR: NORTHAM TOWN COUNCIL of Council Offices, Windmill Lane, Northam, Bideford EX39 1BY.
- 2 (04.10.2023) The price stated to have been paid on 13 September 2023 was £1.

C: Charges Register

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

- 1 (14.12.1999) The land is subject to rights of drainage and rights in respect of water, gas, electricity and other services and ancillary rights thereto.
- 2 (14.12.1999) The estate roads and footpaths are subject to rights of way.
- 3 (14.12.1999) The parts of the land respectively affected thereby which adjoin the parts removed from title DN261030 are subject to (a) all

C: Charges Register continued

necessary rights of surface drainage for the adjoining property and any necessary rights to overhang in respect of foundations serving the dwellinghouse or any building on the boundary thereof and (b) rights of entry for the purpose of inspecting maintaining and repairing the dwellinghouse and any boundary structures adjacent thereto.

- 4 (14.04.1989) The land is subject to the following rights reserved by a Transfer of the land in this title and other land dated 23 March 1989 made between (1) Torridge District Council and (2) ECC Construction Ltd:-

"The exceptions and reservations set out in the Second Schedule hereto are except and reserved in favour of the Transferor for the benefit of its retained land (hereinafter called "the retained land") edged blue on the plan numbered 2 annexed hereto (hereinafter referred to as "the Plan")

THE SECOND SCHEDULE above referred to

(the exceptions and reservations benefitting the retained land)

1. The full free and uninterrupted passage and running of water soil gas electricity telephone or other services or supply through such sewers drains mains pipes cables wires watercourses channels gutters conduits and subways which are or may within the perpetuity period be laid in on or under the Property.

2. Full right and liberty to enter upon the Property at any time for the purpose or making connections to any such sewers drains mains pipes cables wires watercourses channels gutters conduits and subways which may exist or be constructed on the Property within the perpetuity period

3. Full right and liberty to enter upon the Property for the purpose of erecting laying or constructing and repairing cleansing maintaining or amending any poles sewers drains mains pipes cables wires watercourses channels gutters conduits and subways which may be necessary to ensure the proper residential development of the retained land

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5. A right of way (in common with others having the like right) at all times by day or night to pass and repass for all purposes with or without vehicles of any description over and along the roads and footways to be constructed within the perpetuity period on the Property

.....

ALL SUCH rights as are set out above being exercised so as to cause as little damage as possible to the Property and any buildings erected thereon and subject to the Transferee making good all damage occasioned to the Property by the exercise of the above rights to the reasonable satisfaction of the Transferee or its successors in title and such rights shall not be exercised so as to break open the land on which any building has been constructed at the time of the exercise of such rights."

NOTE: The retained land edged blue referred to lies to the east of the land in this title.

- 5 (07.03.2000) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 16 February 2000 made between (1) ECC Construction Limited (Owner) (2) South Western Electricity PLC (Company) and (3) Wainhomes Limited (Developer):-

1. Definitions and interpretation

1.1 In this Deed, unless the context otherwise requires, the following words have the following meanings:

"this Deed" this deed of grant (including any schedule

C: Charges Register continued

	or annexure to it and any document in agreed form);
"the Developer"	the party named above pursuant to a Building Licence dated the 19 April 1996;
"Electric Line"	has the same meaning as in Section 64, Electricity Act 1989;
"Owner's Land"	the Owner's land comprised in the above title;
"Plan"	the plan attached to this Deed;
"Rights"	the rights set out in the schedule; and
"Underground Cables"	any Electric Lines which are laid underground.

1.2 In this Deed, unless the context otherwise requires:

- (a) the Owner includes anyone who becomes entitled to the Owner's interest in the Owner's Land;
- (b) where any liability or obligation is undertaken by 2 or more persons, the liability or obligation of each of them shall be joint and several;
- (c) an obligation on the Owner, the Developer or the Company not to do or omit to do something is also an obligation not to allow others to do or omit to do it;
- (d) a right given to the Company to enter the Owner's Land extends to anyone the Company authorises to enter, and includes the right to bring workmen, vehicles and equipment on to the Owner's land for the stated purpose;
- (e) references to the Owner's Land includes any part of it;
- (f) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (g) persons include companies and other legal entitles;
- (h) a reference to clauses and schedules is to clauses of and schedules to this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear; and
- (i) the headings are for ease of reference only.

2. Grant of Rights

In consideration of £1 at the request and direction of the Owner to the Developer (of which the Developer acknowledges receipt), the Owner with full title guarantee, grants the Company the Rights in fee simple subject to the terms of this Deed.

3. Exercising the Rights

3.1 The Company must give the Developer and the Owner at least 5 days notice of its intention to enter the Owner's Land to exercise the Rights unless in the Company's reasonable opinion there is an emergency following which the Company may enter the Owner's Land to exercise the Rights without giving any notice.

3.2 When exercising the Rights the Company must:

C: Charges Register continued

- (a) take reasonable precautions to avoid obstruction to or interference with the use by the Developer or the Owner of the owner's Land;
- (b) cause as little damage as possible to the Owner's Land;
- (c) make good all damage to the owner's Land caused by the exercise of the Rights in so far as it is reasonably practicable to do so; and
- (d) compensate the Owner for any damage that is not made good.

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6. Benefit and burden of this Deed

6.1 The benefit of this Deed is to run with the Company's statutory electricity undertaking and be attached to every part of it.

6.2 The burden of this Deed is to run with the Owner's Land and to bind every part of it.

7. Perpetuity period

The perpetuity period applicable to this Deed is 80 years starting on the date of this Deed. Whenever in this Deed either party is granted a future interest it must vest within that period and if it has not so vested it will be void for remoteness.

This Schedule

The Rights

1. To enter the Owner's Land to lay the Underground Cables in the approximate position shown coloured brown on the Plan and afterwards to use, inspect, maintain, repair and replace them.

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

4. The Owner's obligations

The Owner must not:

- (a) do anything likely to interfere with or damage the Underground Cables or which may interfere with or restrict access to them;
- (b) materially alter the level of the ground over the Underground Cables from that which exists at the date of this Deed; or
- (c) erect anything over the Underground Cables without first obtaining the Company's written consent. The Company may not unreasonably withhold or delay its consent.

5. The Developer's obligations

The Developer must not:

- (a) do anything likely to interfere with or damage the Underground Cables or which may interfere with or restrict access to them;
- (b) materially alter the level of the ground over the Underground Cables from that which exists at the date of this Deed; or

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- (c) erect anything over the Underground Cables without first obtaining the Company's written consent. The Company may not unreasonably withhold or delay its consent."

NOTE: The Owners land mentioned in Clause 1.1 is comprised in the land in this title. The position of the Underground Cables coloured brown on the Deed plan mentioned in the Schedule is hatched blue on the title plan so far as it affects the land in this title.

End of register