

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 DN438154

Edition date 29.03.2011

- This official copy shows the entries on the register of title on 28 AUG 2020 at 10:22:42.
- 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 28 Aug 2020.
- 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 (30.10.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 26 and 26A Tor Hill Road, Torquay, (TQ2 5RF).

## 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 (30.10.2000) PROPRIETOR: HENRY STUART TRAVIS of Home Farm, Deane Road, Stokeinteignhead, Newton Abbot, Devon TQ12 4QF.
- 2 (30.10.2000) The price stated to have been paid on 30 October 2000 was £110,000.
- 3 (30.10.2000) 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 (24.07.2008) 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 3 March 2007 in favour of Yorkshire Bank Home Loans Limited referred to in the Charges Register.
- 5 (20.08.2009) 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 13 August 2009 in favour of Clydesdale Bank PLC referred to in the Charges Register.

## C: Charges Register

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

## Title number DN438154

- 1 (09.08.2001) A Conveyance of the land tinted pink on the filed plan dated 14 July 1887 made between (1) Sir Thomas George Fermor Hesketh and The Right Honourable William Henry Earl Poulett (Trustees) (2) Lawrence Hesketh Baron Haldon and (3) Agnes Vinnicombe (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (23.04.2001) A Conveyance of the land tinted yellow on the filed plan and other land dated 8 September 1897 made between (1) The Liquidation Estates Purchase Company Limited (2) The Lands Distribution Company Limited and (3) William Easterbrook contains restrictive covenants.

*NOTE: Original filed.*

- 3 (30.10.2000) A Conveyance of the land in this title and other land dated 13 November 1972 made between (1) W.F. Vinnicombe & Son Limited (Vendor) (2) Peter Derek Brown (Purchaser) and (3) Watney Mann (West) Limited (Company) contains the following covenants:-

"The Purchaser hereby covenants with the Vendor and as a separate covenant with the Company and with their successors in title and assigns and so as to bind the said property hereby conveyed and each and every part thereof into whosoever hands the same may come and so that such covenant shall be and enure for the benefit and protection of the neighbouring lands and licensed properties of the Vendor and of the Company in particular and known as The Mayflower Victoria Parade and The Links Hotel Fore Street St Marys Church Torquay aforesaid and each and every part or parts thereof and any buildings erected or to be erected thereon or on any part or parts thereof for the trade or business of wholesale and/or retail seller of beer wines spirits or other intoxicating liquors and not to permit the said property and land or any part or parts thereof or any buildings erected or hereafter to be erected thereon to be used as a Club or as a place where in either case intoxicating liquors shall be sold supplied or consumed or for the display of advertisements of beer wines spirits or other intoxicating liquors other than advertisements of those brewed or produced by the Vendor or other members of the Watney Mann Group of Companies or of those beers wines spirits or other intoxicating liquors which shall be first approved by the Vendor in writing."

- 4 (09.08.2001) 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.
- 5 (24.07.2008) REGISTERED CHARGE dated 3 March 2007.
- 6 (24.07.2008) Proprietor: YORKSHIRE BANK HOME LOANS LIMITED (Co. Regn. No. 1855020) of 30 St Vincent Place, Glasgow G1 2HL.
- 7 (20.08.2009) REGISTERED CHARGE dated 13 August 2009.
- 8 (20.08.2009) Proprietor: CLYDESDALE BANK PLC (Scot. Co. Regn. No. SC001111) of Yorkshire Bank, 20 Merrion Way, Leeds LS2 8NZ and of Portfolio Manager, Yorkshire Bank, First Floor, Brunswick Point, Leeds LS2 8NQ and of The Company Secretary, Clydesdale Bank PLC, 30 St. Vincent Place, Glasgow G1 2HL, trading as Yorkshire Bank.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 July 1887 referred to in the Charges Register:-

"And the Purchaser hereby covenants with the Trustees and as a separate covenant with Lord Haldon that the Purchaser and all persons claiming through or under her will at all times hereafter observe and perform and fulfil with reference to the hereditaments hereby appointed or assured all the conditions and stipulations contained in the Second Schedule hereto

And it is hereby declared and it is the intention of the several persons parties hereto that without prejudice to the personal liability of the Purchaser under the foregoing covenant of the Purchaser the conditions and stipulations contained in the second schedule hereto shall by virtue of these presents become and be binding in perpetuity on the hereditaments hereby appointed or assured and upon all persons in whom the same or any part thereof may be for the time being be

## Schedule of restrictive covenants continued

vested and it is also their intention that if and so far as the law will allow the said conditions and stipulations shall be enforceable by or for the benefit of any person for the time being interested under the limitations of the Settlement of 1868 or claiming title through or under that Settlement or any person for the time being claiming title to any hereditament in the Manor of Tormorham through or under any conveyance by way of sale made by Lord Haldon or the Trustees on or since the 1st January 1886 or hereafter to be made by him or them or by any persons claiming title under the Settlement or their successors in title who may be aggrieved or whose property may be injured by the breach or neglect of the said conditions or stipulations

### THE SECOND SCHEDULE BEFORE REFERRED TO BUILDING AND OTHER SPECIAL CONDITIONS

1. No new building and no addition to any existing building shall at any time be erected on the premises conveyed by the foregoing Indenture except in a position and according to plans and designs to be previously approved in writing by the Steward for the time being of the Manor of Tormoham or (in case the said Manor shall cease to exist or shall come to be held by an owner other than Lord Haldon or his descendants or descendants of the first Baron Haldon) by the Surveyor for the time being of the Local Board or corresponding public authority of Torquay but it is hereby agreed between the parties hereto that such approval shall not be withheld unless the erection of such new or additional building shall have the effect of materially obstructing views now enjoyed from other properties in the Manor aforesaid or lessening the amenity of such properties by being unsightly or inappropriate to the site either in respect of position number size or value. A reasonable fee not exceeding two guineas may be charged by such Steward or Surveyor for his trouble

2. No openings lights or windows shall be put in any building or wall already erected or hereafter to be erected on the land conveyed by the foregoing Indenture so as to give or open upon the adjoining property within a distance of fifteen feet therefrom

3. No wall or fence against a road (except walls or fences now existing and the wall of an authorised house or building) shall exceed six feet in height from the surface of the road or footpath

4. Neither the land conveyed by the foregoing Indenture nor any existing or future building thereon shall be used for carrying on any noisy noxious or offensive trade or business nor for public worship

5. No stone shall be quarried on or from the premises except for the purpose of preparing for authorised buildings or of laying out or adapting the ground as garden or pleasure ground

6. All main or boundary walls or fences between the premises conveyed by the foregoing Indenture and the adjoining properties which now are joint or party walls or party fences shall continue to be and be so used repaired and maintained.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.08.2001 Edged and numbered 1 (part of) in blue	The Cottage	20.04.2001 199 years from 25.3.2001	DN450173
2	07.02.2008 Edged and numbered 2 (part of) in blue	26 Tor Hill Road (ground floor)	01.02.2008 999 years from 1.1.2006	DN564585

Title number DN438154

End of register