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Official copy of register of title

Title number DN445870

Edition date 28.11.2006

- This official copy shows the entries on the register of title on 27 MAR 2025 at 10:06:51.
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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 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 : MID DEVON

- 1 (03.05.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hillside Barn, Cadeleigh, Tiverton (EX16 8RZ).

NOTE: The land tinted green on the filed plan is not included in the title.

- 2 (03.05.2001) The land has the benefit of the following rights granted by a Conveyance of land lying to the north west of the land in this title dated 21 December 1971 made between (1) George Henry Webber (Vendor) and (2) Alan Francis Reed and Margaret Joan Reed (Partners):-

"EXCEPT AND RESERVING unto the Vendor in fee simple (a) the water sources in part Ordnance Number 172 hereby conveyed which supply the reservoir in that part of Ordnance Number 172 retained by the Vendor and which constitute the water supply to East Court Farm aforesaid and the exclusive right to take all water from such sources together with all pipes and apparatus in connection therewith and the right of entry on part Ordnance Number 172 hereby conveyed to inspect repair and renew the same and generally to attend to such water supply system as may be necessary or desirable from time to time and (b) the right to lay a water main across the land hereby conveyed to the Council Road in such position as may be required by or agreed with the Water Board together with a right to take a supply of water through the same and all necessary rights of entry on the land hereby conveyed for the purpose of inspecting repairing and renewing the same the Vendor or other the owner or owners for the time being entitled to exercise such rights making good any damage which may be caused to the land hereby conveyed in the exercise of such rights."

NOTE:- OS Number 172 lies to the north of the land in this title and forms part of OS Number 4782 ringed in blue on the filed plan.

- 3 (03.05.2001) The land has the benefit of the rights reserved by but is subject to the rights granted by an Assent of East Court Farmhouse dated 5 April 2001 made between (1) Ian Lutley Pugsley and others and (2) Colin Andrew Webber and Steven George Webber.

NOTE: Original filed under DN445869.

- 4 (03.05.2001) The Assent dated 5 April 2001 referred to above contains a

A: Property Register continued

provision as to boundary structures.

- 5 (27.10.2004) The title plan has been amended as to the southern boundary.
- 6 (23.11.2004) 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.
- 7 (19.09.2005) The land has the benefit of the following rights reserved by the Transfer dated 3 June 2005 referred to in the Charges Register:-

"The Property is transferred subject to the following rights:

13.3.1 The right for East Court Farmhouse to continue to use the existing soakaway within Heronsfield House and the Property but not to extend its use to any other property nor change the nature of the materials flowing through the same

13.3.2 The right for surface water to continue to drain from the buildings and yard of East Court Farm (forming part of the Retained Land) across field OS number 9207

13.3.3 The right for surface water to continue to drain into Heronsfield House and the Property (as the case may be) from the existing lane of which the Drive forms part which gives access to and egress from the Retained Land the Property and Heronsfield House

13.3.4 The right to use the sealed tank opposite the silage barn together with the right to empty the same for surface water and seepage from silage

13.3.5 The right of support for the existing farm lane (of which the Drive forms part) as at present enjoyed from Heronsfield House and the Property as the case may be

13.3.6 All rights easements quasi-rights quasi-easements liberties and privileges excluding rights of way as are now or heretofore have been enjoyed by the Retained Land over or in respect of the Property and/or Heronsfield House and which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land if the same had been conveyed to such purchaser and the Property and/or Heronsfield House had been retained by the Transferor

.....

3.6.2 any right of entry contained in this Transfer shall be subject to seven days prior written notice being given (save in emergency) and with or without vehicles workman machinery and materials the person exercising such right causing as little damage as is reasonably possible and making good all damage caused"

- 8 (19.09.2005) The Transfer dated 3 June 2005 referred to above contains the following provision:-

"13.5 The parties agree and declare that:

13.5.1 the Property shall include the stream between the points marked "C" and "D" and between the points marked "E" and "F" on the plan"

- 9 (13.10.2005) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered DN520305 in green on the title plan dated 26 August 2005 made between (1) Steven George Webber and Colin Andrew Webber and (2) Robert William Cubitt and Elizabeth Cubitt.

NOTE: Copy filed under DN520305.

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 (28.11.2006) PROPRIETOR: DEAN AGGETT of 193 Chapel Street, Tiverton, Devon EX16 6EG.
- 2 An Assent of the land in this title dated 5 April 2001 made between (1) Ian Lutley Pugsley and others (Personal Representatives) and (2) Colin Andrew Webber (Recipient) contains Purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (12.10.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of Colin Andrew Webber by his Solicitor that the provisions of a Pre-emption Agreement dated the 26th August 2005 and made between Colin Andrew Webber (1) and Robert William Cubitt and Elizabeth Cubitt (2) have been complied with.
- 4 (28.11.2006) The price stated to have been paid on 17 November 2006 was £70,000.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Assent dated 5 April 2001 referred to in the Proprietorship Register:-

"The Recipient covenants with the Personal Representatives to the intent that the benefit of such covenant shall be annexed to and benefit the Retained Land and to the intent that the benefit shall run with and burden the Property

(a) to erect suitable stock proof fencing where reasonably necessary between the Property and the Retained Land so as to ensure so far as is reasonably possible that stock does not trespass on the Retained Land

(b) to maintain in reasonable working order the reservoir and East Court Farm water supply (subject always to the Personal Representatives paying a fair proportion according to user of the cost of maintaining repairing and where necessary replacing the same

(c) within two months of a written request from the registered proprietors of the Retained Land to do so to remove the diesel tanks situate on the Retained Land and which serve the Property and to make good the Retained Land to the Personal Representatives reasonable satisfaction."

NOTE: The Retained Land is East Court Farmhouse.

C: Charges Register

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

- 1 (03.05.2001) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 14 November 1969 made between (1) Alfred Joseph Elsworthy and Donald Henry Stephens (Vendors) and (2) George Henry Webber (Purchaser):-

"EXCEPT AND RESERVING unto the Vendors in fee simple out of the property hereby conveyed as incident to the ownership or occupation of adjoining lands and premises full and free right of passage with or without animals and vehicles at all times over and along that portion of the roadway as is coloured brown on the said plan and also of using all cesspits sewers and drains now in or under the said property or any part thereof and also the free passage and running of water and soil to and from all other parts of the Vendors adjoining property with power at any time on giving reasonable notice to enter upon the said property to make lay repair cleanse and maintain any pipes or drains so that the person or persons entering shall make good all damage to the surface occasioned thereby."

NOTE: The land coloured brown is tinted blue on the title plan.

C: Charges Register continued

- 2 (03.05.2001) The land is subject to the rights granted by a Deed of Gift of the land now known as Heronsford dated 20 December 1984 made between (1) George Henry Webber (2) National Westminster Bank PLC and (3) Colin Andrew Webber.

NOTE: Copy filed.

- 3 (03.05.2001) The land is subject to the rights granted by a Deed of Exchange and Grant dated 2 September 1996 made between (1) Jean Gwendoline Kingdon and others (2) George Henry Webber and (3) Janet Irene Balsdon.

NOTE: Copy filed.

- 4 (03.05.2001) By the Deed of Exchange and Grant dated 2 September 1996 referred to above the land tinted yellow was conveyed subject as therein mentioned.

- 5 (23.11.2004) The land is subject to the following rights granted by a Transfer of the land edged and numbered DN504744 in green on the title plan dated 10 November 2004 made between (1) Colin Andrew Webber and (2) Robin Roy Maynard and Elaine Beatrice Maynard:-

"The Property is transferred together with the benefit of a right of way at all times and for all purposes over the land shown coloured blue on the Plan so long as the Transferee pays a fair and reasonable proportion of the cost of maintenance and repair thereof."

NOTE:-The land coloured blue is shown tinted pink on the title plan.

- 6 (19.09.2005) The land is subject to the following rights granted by a Conveyance of the land edged and numbered DN518865 in green on the title plan dated 3 June 2005 made between (1) Colin Andrew Webber (Transferor) and (2) Dawn Elizabeth Webber (Transferee):-

"Definitions:- 'The Drive' means the drive providing access to and egress from the Property and Heronsfield House shown coloured blue on the plan 'East Court Farmhouse' means the land and buildings shown edged blue on the plan 'Heronsfield House' means the land and buildings shown edged green on the plan (part of which on the west side is included in the Property) and known as Heronsfield House, Cadeleigh, Tiverton, Devon and each and every part of it 'The Property' means the land and buildings shown edged red on the Plan and each and every part of it 'the Retained Land' means the remainder of Title No DN445870 and shown edged yellow, coloured yellow and the Drive coloured blue on the plan

13.2 The Property and Heronsfield House shall have the benefit of the following (unless otherwise stated)

13.2.1 Subject to the covenant contained in clause 13.4 hereof a right of way for all purposes at all times with or without vehicles animals and machinery over and along the Drive together with the right to access the Drive at any point where it abuts the Property

.....

13.2.3 The right to receive a supply of mains water through pipes now existing or to be laid between the point marked "A" on the plan and Heronsfield House together with the right to enter onto the Retained and to inspect maintain repair renew and replace such pipes

13.2.4 The right for the Property to receive a supply of mains water from Heronsfield House

13.2.5 The right for Heronsfield House to retain the existing television aerial on the Retained Land and cables relating thereto at the approximate point marked "TV" on the Plan together with the right to enter onto the Retained Land to inspect maintain repair renew and replace such aerial and cables

13.2.6 The right to receive electricity and telecommunications signals through conducting media now laid in on over or under the Retained Land

C: Charges Register continued

13.2.7 All rights easements quasi-rights quasi-easements liberties and privileges (but excluding rights of way) as are now or heretofore have been enjoyed by the Property and/or Heronsfield House over or in respect of the Retained Land and which would be implied by statute or by reason of severance in favour of a purchaser of the Property or Heronsfield House if the same had been conveyed to such purchaser and the Retained Land had been retained by the Transferor

13.2.8 The right to enter onto the Retained Land for the purpose of maintaining the boundaries and/or boundary features of Heronsfield House and the Property including in particular the boundaries marked with an inward 'T' on the Plan"

NOTE: Copy plan filed under DN518865.

End of register