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Official copy of register of title

Title number WS59158

Edition date 05.06.2023

- This official copy shows the entries on the register of title on 19 DEC 2023 at 17:08:24.
- 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 19 Dec 2023.
- 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.

SOMERSET

- 1 (15.07.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the south of Leigh Street, Leigh Upon Mendip, Radstock.
- 2 (15.07.2011) There is excluded from the registration any land which is highway maintainable at public expense.
- 3 (15.07.2011) The mines and minerals are excepted.
- 4 (15.07.2011) The land has the benefit of the following rights reserved by the Transfer dated 19 March 2001 referred to in the charges register:-

"EXCEPTING AND RESERVING the rights set out in Part II of Schedule B

AND for the benefit of any Retained Land and any other adjoining land of the Council and each and every part thereof ALL easements quasi easements liberties rights and advantages now used and enjoyed over the Property 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 transferred to such purchaser and the Property hereby transferred had been retained by the Council

SCHEDULE B

Part II

Exceptions and reservations from the Property for the benefit of Retained Land or other adjoining land of the Council and its successors in title and each and every part thereof in common with the Transferee and all other persons having the like or similar right:-

1. The free and uninterrupted right to the passage and running of water soil gas electricity and other fuel telephone television and other services to and from the Retained Land through and along the Service Conduits which are now or may be constructed within the Perpetuity Period on over or under such part of the Property to the extent that the same serve or are capable of serving the Retained Land or any part(s)

thereof;

A: Property Register continued

2. The right for the Council to connect into any of the Service Conduits in or under such part of the Property and serving or capable of serving the Retained Land and the right subject to not less than 7 days notice to the Transferee or its successors in title (except in the case of emergency) to enter on to such part(s) of the Property as may be reasonably necessary with or without workmen materials and appliances for the purposes of inspecting repairing or maintaining any Service Conduits which serve the Retained Land or any parts(s) thereof together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits on or through such part of the Property from time to time in such routes as may be previously approved in writing by the Transferee such approval not to be unreasonably withheld;

3. A right of way with or without vehicles in the case of roadways at all times and for all purposes for the use and enjoyment of the Retained Land over and along the roadways and paths constructed on such part of the Property PROVIDED THAT if the Council so approves the said route (such consent not to be unreasonably withheld and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) the Transferee may upon giving not less than 28 days' written notice to the Council or its successors in Title (except in case of emergency) from time to time alter the route of any such roadways or paths through such part of the Property and if it does so, it shall provide suitable alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Property to the Retained Land shall be adequate for the use and enjoyment of the Retained Land as at the date of such alteration."

NOTE: Definitions in this Transfer are set out in the Charges Register.

- 5 (15.07.2011) By transfers of adjacent or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by Paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985.

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 (05.06.2023) PROPRIETOR: SOMERSET COUNCIL of County Hall, Taunton TA1 4DY.
- 2 (15.07.2011) A Conveyance of the land tinted pink on the title plan and other land dated 31 January 1946 made between (1) Frank Henry Vining (2) Etta Daisy Townsend Wheatley and (3) Rural District Council Of Frome contains purchaser's personal covenants.

NOTE: Copy filed.

C: Charges Register

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

- 1 (15.07.2011) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services.
- 2 (15.07.2011) The land is subject to rights of entry for the purpose of inspecting repairing cleansing maintaining or renewing channels drains pipes sewers wires cables and of repairing buildings fences and outbuildings erected on adjoining or adjacent land.
- 3 (15.07.2011) The roadway, shared accessways and footpaths subject to

C: Charges Register continued

rights of way granted by transfers of the parts edged and numbered green on the title plan.

4 (15.07.2011) A Conveyance of the land in this title and other land dated 13 November 1923 made between Sir John Frances Fortescue Horner and Dame Frances Jane Horner contains exceptions and reservations but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

5 (15.07.2011) The land tinted blue on the title plan is subject to the rights reserved by a Conveyance of the land thereof and other land dated 30 July 1965 made between (1) Frank Henry Vining and (2) Rural District Council Of Frome.

NOTE: Copy filed.

6 (15.07.2011) The land is subject to the following rights granted by a Transfer of adjoining land dated 19 March 2001 made between (1) Mendip District Council (Transferor) and (2) Mendip Housing Limited (Transferee):-

"Definitions

In this Transfer: "Allocated Price" means in respect of any Dwelling forming part of the Property the sum of Eight Thousand and Ninety One Pounds (£8091.00)

"Batch" means each division of the Property into the geographical areas shown on the 178 Batch Plans for which a separate number and name is designated in Schedule A

"Batch Plans" means the plans (annexed hereto and bound separately) applicable to the Batches comprising the Property as the same are designated in Schedule A

"Certificate" means the certificates of title in form PSD17 of even date in respect of the batches as indicated in Schedule A given by the Council to the Transferee pursuant to the provisions of Section 133(8) of the Housing Act 1988 in respect of the Property

"Council" means Mendip District Council of Cannards Grave Road Shepton Mallet Somerset BA4 5BT which expression where the context admits shall include its successors in title

"Dwelling" means any of the residential houses, maisonettes, bungalows or flats forming part of the Property and "Dwellings" shall be construed accordingly

"Mendip District" means the District of Mendip

"Highways" means the adopted highways and footpaths (if any) coloured blue and within the red edging shown on the Batch Plans

"Leases" means all leases and tenancies to which the Property or any part thereof is subject and subject to which the Property is transferred to the Transferee including those (if any) described in Schedule D

"Mortgagee" means any mortgagee or chargee from time to time of the Property or any part thereof

"Perpetuity Period" means a period of eighty years from the date hereof

"Price" means the sum of Thirty Five Million Pounds (£35,000,000) payable in respect of the Property and the property comprised in a TP3 Transfer of even date made between the same parties in respect of which no apportionment has been made

"Property" means the property described in the Certificates and for the purposes of identification more particularly edged red on the Batch Plans and the Highways on the Batch Plans annexed hereto EXCEPTING THAT land coloured green and pink on the Batch Plans

C: Charges Register continued

"Restrictions" means the restrictions covenants stipulations and other provisions (in so far as the same affect the Property covenants and are capable of being enforced) contained or referred to in the title deeds and documents relating to the Property brief particulars of which are set out in the Certificates (except for the avoidance of doubt any charges to secure financial obligations)

"Retained Land" means land retained by the Council and shown coloured yellow (where applicable) on the Batch Plans

"RPI" means the United Kingdom General Index of Retail Prices (All Items) or in the event that the basis of calculation of such index shall change (as to which the Council's determination shall be conclusive) or if such index ceases to be published such other published index of retail prices or the value of money as the Company shall propose with the consent of the Council (not to be unreasonably withheld or delayed) PROVIDED THAT in the event that agreement cannot be reached within 28 days of such proposal by the Company the RPI may be determined by a single arbitrator nominated on the application of either party by the President for the time being of the Law Society

"RTB" means the preserved right to buy as set out in sections 171A to 171H of the Housing Act 1985 the right to acquire scheme as set out in Section 16 of the Housing Act 1996 or any right pursuant to the Leasehold Reform Act 1967 or the Leasehold Reform Housing and Urban Development Act 1993 or any similar right to buy conferred by statute including any voluntary scheme which may be operated by the Company which is similar to the Right to Buy

"Secretary of State" means the Secretary of State for the Environment Transport and the Regions

"Service Conduits" means mains sewers septic tanks drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are or shall become vested in the statutory undertakings

"Short Term Leases" means the leases of the properties brief details of which are set out in Schedule E

"Transferee" means Mendip Housing Limited (Company Act Registration No. 3969491) whose registered office is situate at First Floor, Portland House, Long Brook Street, Exeter, Devon, EX4 6AB

which expression where the context so admits shall include successors in title

Any reference to a clause or a schedule shall (unless the context otherwise requires) be a reference to a clause or schedule of this deed of transfer

TOGETHER WITH for the benefit of the rights set out in Part I of

Schedule B

AND for the benefit of the Property as a whole and each and every part of it ALL easements quasi easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute by reason of severance hereby effected over the Retained Land

SCHEDULE B Part I Rights Granted

Rights for the benefit of the Property in Batch Plans where there is Retained Land

There is granted to the Transferee and its successors in title for the benefit of the Property in the above numbered Batch Plans and each and every part thereof in common with all other persons having the like or similar right over the Retained Land and each and every part thereof:-

1. The free and uninterrupted right to the passage and running of water

C: Charges Register continued

soil gas electricity and other fuel telephone television and other services to and from such part of the Property through and along the Service Conduits which are now or may be constructed within the Perpetuity Period in on over or under the Retained Land to the extent that the same serve or are capable of serving such part of the Property or any part thereof;

2. The right for the Transferee to connect into any of the Service Conduits serving or capable of serving such part of the Property and the right subject to not less than 7 days notice to the Council or its successors in title (except in the case of emergency) to enter on to such parts of the Retained Land as may be reasonably necessary with or without workmen materials and appliances for the purposes of inspecting repairing and maintaining any Service Conduits which serve such of the Property or any part(s) thereof together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits in on or through the Retained Land from time to time in such routes as may be previously approved in writing by the Council such approval not to be unreasonably withheld;

3 A right of way with or without vehicles in the case of roadways at all times and for all purposes for the use and enjoyment of the Property over and along the roadways paths constructed on such part of the Retained Land PROVIDED THAT if the Transferee so approves the said route (such consent not to be unreasonably withheld and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) the Council may upon giving not less than 28 days' written notice to the Transferee or its successors in Title (except in the case of emergency) from time to time alter the route of any such roadways or paths through such part of the Retained Land and if it does so, it shall provide suitable alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Retained Land to the Property shall be adequate for the use and enjoyment of the Property as at the date of such alteration."

NOTE: The land in this title forms part of the retained land referred to.

- 7 (27.11.2020) The land is subject to any rights that are granted by a Deed dated 16 November 2020 made between (1) Mendip District Council and (2) Philip Christopher Gulvin and Helen Amanda Gulvin and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 8 (05.04.2022) The land is subject to any rights that are granted by a Deed dated 15 June 2021 made between (1) Mendip District Council (Grantor) and (2) Martin Carter and Joanne Susan Carter (Grantee) and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 9 (05.04.2022) The land is subject to any rights that are granted by a Deed dated 24 February 2022 made between (1) Mendip District Council and (2) Roger David Price and Eileen Lorna Price and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 10 (05.04.2022) The land is subject to any rights that are granted by a Deed dated 15 June 2021 made between (1) Mendip District Council and (2) Ebanie Claire Burns and Shaun Andrew Killops and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed.

C: Charges Register continued

- 11 (05.04.2022) The land is subject to any rights that are granted by a Deed dated 15 June 2021 made between (1) Mendip District Council and (2) Marcus James Lock and Maxine June Romain and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed

- 12 (05.04.2022) The land is subject to any rights that are granted by a Deed dated 15 June 2021 made between (1) Mendip District Council and (2) Trevor Roy Dunford and Susan Claire Dunford and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed

- 13 (05.04.2022) The land is subject to any rights that are granted by a Deed dated 15 June 2021 made between (1) Mendip District Council and (2) Adele Price and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed

- 14 (05.04.2022) The land is subject to any rights that are granted by a Deed dated 15 June 2021 made between (1) Mendip District Council and (2) Derek John Padley and Ann Jennifer Lodge-Padley and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed

End of register