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Official copy of register of title

Title number CL44787

Edition date 15.02.2022

- This official copy shows the entries on the register of title on 10 MAY 2024 at 12:09:21.
- 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 10 May 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.

CORNWALL

- 1 (15.02.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being China Fleet Club, Saltash.
- 2 (15.02.1989) By a Conveyance dated 4 April 1919 made between (1) Theresa Rose Hannah Percy (Mortgagee) (2) Fanny Mary Sargeant (Vendor) and (3) William Holman (Purchaser) the land edged and numbered 1 in blue on the filed plan with other land was conveyed subject as follows and this registration takes effect subject thereto:-

"Subject to the mineral rights therein (if any) of the Duke of Cornwall."
- 3 (15.02.1989) By a Conveyance dated 11 October 1930 made between (1) John Ball (Vendor) and (2) William Holman (Purchaser) the land edged and numbered 2 in blue on the filed plan with other land was conveyed subject as follows and this registration takes effect subject thereto:-

"Subject to the mineral rights therein of the Duke of Cornwall and also subject to the payment to the said Duke of Cornwall of the annual sum of five shillings and eleven pence being an apportioned part of a sum of Five pounds and eleven pence charged on the said property and other property by an Indenture dated the sixteenth day of October One thousand eight hundred and sixty seven and made between John Nicholas Bennett and William Bennett of the one part and Edmund Robert Jones of the other part."
- NOTE: Neither the original Indenture dated 16 October 1867 referred to nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (15.02.1989) By a Conveyance dated 25 March 1953 made between (1) William Thomas Hoskin Stanlake (Vendor) and (2) William Holman (Purchaser) the land edged and numbered 3, 4, 5 and 10 in blue on the filed plan with other land was conveyed subject as follows and this registration takes effect subject thereto:-

"Subject to an exception in favour of the Duchy of Cornwall of the minerals and substrata under the lands and property unto the Purchaser in fee simple."
- 5 (15.02.1989) By a Conveyance dated 25 June 1957 made between (1)

A: Property Register continued

Wilfrid Lawson Broad and Peter William Skinnard (Vendors) and (2) William John Ambrose Gregory and Bessie Clive Gregory (Purchasers) the land edged and numbered 6 in blue on the filed plan was conveyed subject as follows and this registration takes effect subject thereto:-

"Subject to the mineral rights therein of the Duchy of Cornwall."

- 6 (15.02.1989) By a Conveyance dated 24 June 1959 made between (1) Florence Sanders (Vendor) and (2) William Holman and others (Purchasers) the land edged and numbered 7 in blue on the filed plan with other land was conveyed subject as follows and this registration takes effect subject thereto:-

"Subject to the aforesaid mineral rights therein of the Duchy of Cornwall."

NOTE: The expression "aforesaid mineral rights" is a reference to a recital in this Conveyance which stated that the Vendor was seized of the land conveyed in fee simple subject only to the mineral rights therein of the Duchy of Cornwall.

- 7 (15.02.1989) The land edged and numbered 3, 4, 5, 7 and 10 in blue on the filed plan has the benefit of the following rights granted by the Transfer dated 5 August 1988 referred to in the Charges Register:-

"TOGETHER WITH the rights set out in the Second Schedule

THE SECOND SCHEDULE

(Rights included in the Transfer in favour of the Transferee)

1. The right to all spring water supplies rising within the Property

2. The right to the passage and running of surface water from the new access road between points A and B onto the Transferors retained land together also with the right to lay such pipes and conduits which may be required in connection with such right in a position approved by the Transferors the Transferees maintaining all such works in good condition and making good all damage caused in the exercise of such right

3. The right to enter the Transferors retained land so far as may be reasonable required for the purpose of inspecting maintaining repairing and renewing the boundary fences and hedges dividing the Property from the retained land the persons exercising such right making good and indemnifying the Transferors against all damage caused in the exercise of such rights."

NOTE 1: This Transfer contains the following provision in respect of the these rights:-

"Where required for the exercise or performance of the rights exceptions reservations and other matters contained or referred to in the Schedules hereto the Transferors and the Transferees shall each afford the other such rights of access with or without vehicles or machinery as may be necessary each party (as the case may be) making good all damage caused in so doing."

NOTE 2: The new access road between points A and B referred to is edged and numbered 5 and 7 in blue on the filed plan.

- 8 (15.02.1989) The Transfer dated 5 August 1988 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The perpetuity period applicable to all rights exceptions and other matters referred to in this Transfer shall be eighty years from the date hereof

(b) The Transferors shall be at liberty to cut off the water supply at present running from the Transferors retained land into field ordnance survey number 1115

A: Property Register continued

(c) Ownership of boundaries shall be as shown by the "T" marks indicated on the plan."

NOTE: The T marks referred to are shown on the filed plan.

- 9 (15.02.1989) The Transfer dated 29 September 1988 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the ownership of boundaries shall be as shown by the "T" marks indicated on the plan."

NOTE: An external T mark affects the southern boundary of the land edged and numbered 8 in blue on the filed plan.

- 10 (15.02.1989) The land edged and numbered 1 and 2 in blue on the filed plan has the benefit of the rights granted by and mentioned in clause 3(1)(a) of the Second Schedule to the Deed of Exchange dated 3 February 1989 referred to in the Charges Register.
- 11 (15.02.1989) The land edged and numbered 9 in blue on the filed plan has the benefit of the rights granted by and mentioned in clause 3(b) of the Deed of Exchange dated 3 February 1989 referred to above.
- 12 (15.02.1989) The parts of the land in this title shown edged mauve on plan 2 to the Deed of Exchange dated 3 February 1989 referred to above and the land edged and numbered 2 and 9 in blue on the filed plan have the benefit of the rights excepted and reserved by and mentioned in clause 4(1) thereof.
- 13 (15.02.1989) The Deed of Exchange dated 3 February 1989 referred to above contains a provision as to light or air.
- 14 (01.04.2015) There are excluded from the land edged and numbered 1 in yellow on the title plan, the mines and metallic minerals together with the rights of winning and working referred to in the Duchy of Cornwall (No 2) Act 1844.

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 (14.05.2014) PROPRIETOR: CHINA FLEET TRUST (Co. Regn. No. 7100967) of China Fleet Country Club, Saltash, Cornwall PL12 6LJ.
- 2 (15.02.1989) RESTRICTION:-Except under an order of the registrar no disposition of the land is to be registered without the consent of Norman Lovell Holman of Tamar Park Farm, Saltash, Cornwall, unless the provisions of paragraph 2 of the Seventh Schedule to the Deed of Exchange dated 3 February 1989 referred to in the Charges Register have been complied with as evidenced by a certificate from the Local Highway Authority confirming that the roads referred to in paragraph 2 have been adopted as public highways or, if such is not the case, a certificate by the Solicitor for Mr Holman as to the service of the notice required by paragraph 2(a) and of the execution of the Deed of Covenant required by paragraph 2(b)
- 3 (14.05.2014) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.
- 4 (14.05.2014) 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 2 December 2013 in favour of HSBC UK Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (15.02.1989) A Transfer of the land edged and numbered 3, 4, 5, 7 and 10 in blue on the filed plan dated 5 August 1988 made between (1) William Leslie Holman and David Michael Crocker (Transferors) and (2) The Trustees of the China Fleet Club U.K. Charitable Trust (Transferees) contains covenants which as varied by a later Deed of Substitution and Variation dated 31 January 1989 made between the same parties are set out in the Schedule of Restrictive Covenants hereto.
- 2 (15.02.1989) The land edged and numbered 3, 4, 5, 7 and 10 in blue on the filed plan is subject to the rights reserved by the Transfer dated 5 August 1988 referred to above which as varied by the Deed of Substitution and Variation dated 31 January 1989 are as follows:-

"EXCEPT AND RESERVED for the benefit of the Transferors' retained land the rights and other matters set out in the Third Schedule

THE THIRD SCHEDULE

(Exceptions and Reservations in favour of the Transferors)

1. The right (subject where appropriate to the approval of the relevant service undertakings and subject to any restrictions as to the capacity of existing services) to connect into all services laid in the Property between points A and E and E and F on the plan annexed hereto
2. The right to lay pipes wires cables and other conduits (including ducts) in a position approved by the Transferees such approval not to be unreasonably withheld beneath the roadway and land between the points marked A and E and E and F on the said plan the Transferors making good any damage caused in exercising such rights
3. Full and free access with or without vehicles and animals over the said roadway between the points marked A and E on the said plan and over the spur road to be constructed between the points marked E and F on the plan ("the Spur Road") and over the Property between those points until such roadway and spur road have been constructed the Transferors contributing a fair proportion according to use of the cost of maintaining such roadway and spur road (but only after a connecting roadway has been constructed thereto on the Transferors' retained land) TOGETHER ALSO with the right to construct roads and footpaths (with the approval of the planning and highway authorities) to connect from the retained land unto the said roadway and spur road and the right to construct such visibility splays and other ancillary works as may be required by such authorities.
4. The right to carry surface and storm water by means of a drain into the stream adjoining the northern boundary of the Property together with the right so far as may be reasonably required and on giving reasonable notice to construct any necessary ancillary works including the building up of the stream banks and thereafter to maintain the right of access upon giving reasonable notice to the Transferees (except in case of emergency) for the purpose of inspection repair and maintenance the Transferors making good and indemnifying the Transferees against all damage caused in the exercise of such rights.
5. The right from time to time to carry out any works necessary to bring the roadway between the points A and E and the spur road between points E and F up to the then requirements of the Local Authority for adoption.
6. The right to enter the Property so far as may be reasonably required for the purpose of inspecting maintaining repairing and renewing the boundary fences and hedges dividing the Property from the retained land the persons exercising such right making good and indemnifying the Transferees against all damage caused in the exercise of such rights.
7. The right to enter upon the Property to carry out thereon any works which the Transferees have agreed to undertake under the terms of the Transfer or of this Deed and which they shall have failed to carry out in accordance with those terms upon reasonable notice being given by the Transferors to the Transferees."

C: Charges Register continued

NOTE 1: This Transfer contains the following provision for the rights reserved thereby:-

"Where required for the exercise or performance of the rights exceptions reservations and other matters contained or referred to in the Schedules hereto the Transferors and the Transferees shall each afford the other such rights of access with or without vehicles or machinery as may be necessary each party (as the case may be) making good all damage caused in so doing."

NOTE 2: Points A, E and F referred to are reproduced on the filed plan.

3 (15.02.1989) A Transfer of the land edged and numbered 8 in blue on the filed plan dated 29 September 1988 made between (1) Ronald William Mugridge and Margaret Rose Mugridge (Transferors) and (2) Vice Admiral Sir Robert William Frank Gerken KCB CBE and others (Transferees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (15.02.1989) By a Transfer thereof dated 31 August 1988 made between (1) Antony John Ball and Monica Louise Ball (Transferors) and (2) Vice Admiral Sir Robert William Frank Gerken KCB CBE and others (Transferees) the land edged and numbered 12 and 13 in blue on the filed plan was conveyed subject as follows:-

"SUBJECT to all easements rights and wayleaves (if any) affecting the property or any part thereof."

5 (15.02.1989) A Deed of Exchange dated 3 February 1989 of the land edged and numbered 1, 2 and 9 in blue on the filed plan for other land made between (1) Norman Lovell Holman (2) Nicholas Peter William Skinnard and Desmond James Holman and (3) The Trustees of The China Fleet Club, UK Charitable Trust contains covenants which affect the parts of the land in this title referred to therein.

NOTE: Original filed.

6 (15.02.1989) The parts of the land in this title affected thereby are subject to the rights excepted and reserved by clauses 3(a) and (b) and granted by clauses 4(1) and 7 of the Deed of Exchange dated 3 February 1989 referred to above.

7 (15.02.1989) B the Deed of Exchange dated 3 February 1989 referred to above the land edged and numbered 1, 2 and 9 in blue on the filed plan was conveyed subject to the easements quasi easements rights and privileges wayleaves and other rights referred to in clause 2 of the Fourth Schedule thereto.

8 (15.02.1989) The Deed of Exchange dated 3 February 1989 referred to above contains in clause 10 thereof a right of re-entry upon the terms set out in the Ninth Schedule thereto and this registration takes effect subject thereto.

9 (15.02.1989) By the Deed of Exchange dated 3 February 1989 referred to above the land edged and numbered 1, 2 and 9 in blue on the filed plan is charged in equity as security for the moneys therein mentioned.

10 (15.02.1989) An Agreement underhand dated 1 February 1989 made between (1) Norman Lovell Holman and (2) Vice Admiral Sir Robert William Frank Gerken KCB CBE and others contains provisions which affect the land in this title.

11 (15.02.1989) An Agreement undertaking and covenant dated 3 February 1989 made between (1) Caradon District Council and (2) The Trustees of The China Fleet Club U.K. Charitable Trust under Section 52 of the Town and Country Planning Act 1971 relates to land in this title.

NOTE: Copy filed.

12 (09.01.1992) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 17 December 1991 made between (1) Vice Admiral Sir Robert William Frank Gerken and others (Grantors) and (2) South Western Electricity plc (Grantee):-

C: Charges Register continued

"VICE ADMIRAL SIR ROBERT WILLIAM FRANK GERKEN K.C.B. C.B.E. of Faunstone Cottage, Shaugh Prior Plymouth Devon CAPTAIN ANDREW ALEXANDER WAUGH R.N. (Retired) of Warnford House, Warnford Hampshire JEREMY JOHN GALBRAITH BROWN of 56 Pont Street London PETER JOHN WRANGHAM of 8 Passmore Street London and CAPTAIN DAVID GEORGE WIXON R.N. of Drake House H.M.S. Drake H.M. Naval Base Devonport Plymouth PL2 2BG being the present Trustees of THE CHINA FLEET CLUB U.K. CHARITABLE TRUST (hereinafter called "the Grantors") as trustees HEREBY GRANT to SOUTH WESTERN ELECTRICITY plc of 800 Park Avenue Aztec West Almondsbury Bristol BS12 4SE (hereinafter called "the Grantee") the easements and rights described in the Schedule hereto TO HOLD the same unto the Grantee in fee simple forever appurtenant to the Grantee's electricity undertaking and/or its legal estates and interests in land

THE SCHEDULE

A right to place underground electric lines under the land shown coloured brown on the plan annexed hereto and thereafter to use the said lines the Grantee making good any damage caused as soon as practicable TOGETHER also the right to erect and thereafter use an overhead electric line a pole and staywire over and upon the land shown coloured yellow on the said plan annexed hereto with a further right with the prior written consent of the Grantors acting by their Estate Manager or as he may direct and in accordance with his or their directions to lop or cut any tree or hedge which obstructs or interferes with the construction maintenance or working of the said overhead electric lines the pole and staywire making good any damage caused as aforesaid."

NOTE: The land shown coloured brown and yellow referred to is shown by a brown broken line and a yellow broken line and marked pole and stay wire respectively on the filed plan.

- 13 (14.05.2014) REGISTERED CHARGE dated 2 December 2013.
- 14 (14.11.2018) Proprietor: HSBC UK BANK PLC (Co. Regn. No. 9928412) of Customer Service Centre, BX8 5HB.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer and Deed of Substitution and Variation dated 5 August 1988 and 31 January 1989 respectively referred to in the Charges Register:-

"For the benefit and protection of the retained land of the Transferors (being the remainder of Cockles Farm Saltash now vested in the Transferors) and each and every part thereof and (so far as may be) so as to bind the property into whosoever hands the same may come the Transferees hereby covenant with the Transferors that the Transferees will henceforth and at all times hereafter observe and perform the restrictions and stipulations set out in the Fourth Schedule.

THE FOURTH SCHEDULE

(Covenants on the part of the Transferees)

1. The Transferees will:

(a) construct and thereafter maintain the access road to the proposed development between points A and E on the plan (including footpaths) to current adoption standards for residential Estate Roads (including street lighting) (together with a junction and spur road (with a footpath on each side) ("the Spur Road") with such visibility splays as the planning and highway authorities may require all to be constructed to a standard suitable to serve future residential development of the Transferors retained land and to the approval of the planning and highway authorities and the reasonable satisfaction of the Transferors to connect the access road at point E to point F on the boundary of the Transferors retained land) within three years of the date of this Transfer and will use their best endeavours to arrange for such road junction and spur road to be adopted by the Highway Authority under the terms of an agreement under Section 38 of the Highways Act 1980 and in

Schedule of restrictive covenants continued

the event that the local authority shall refuse to enter into an agreement under such Section then the Transferees will opt to pay the supervision fee and carry out all street works under the supervision of the engineer of such Authority. If at the time when the residential development of the Transferors retained land is to take place further requirements in relation to the construction of the said junction and the Spur Road or the Services within the Property are imposed by the planning and highway authorities as a condition of planning permission for the said residential development being granted then the Transferees will upon receiving notice from the Transferors ("the Notice") carry out all such works as are necessary to comply with the said requirements within six months of the receipt of the Notice

(b) Within two years of the date of this Transfer construct and lay within the Property (beneath the said access road and thereafter in the verge immediately adjacent to the Spur Road so far as practicable) to point F on the boundary of the Transferors retained land all such ducts as may reasonably be required by the Transferors to connect the retained land to the main electricity and telephone services.

2. The Transferees shall construct within three months of the date hereof a tanalized post and rail fence between points "C" and "D" on the said plan to the fencing specification annexed hereto and within twelve months of the date hereof shall plant a Hawthorn and mixed hedge to the north of the said fence and shall replace any hedge plantings that are not growing healthily twelve months after planting

3. The Transferees shall within six months of the date of completion of the access road between points A and E construct a Cornish hedgebank on the new boundaries on both sides thereof within field OS5100 and in respect of the remaining sections of the boundary with the Transferors retained land shall erect a post and rail fence to the fencing specification annexed hereto and within twelve months of completion shall plant a hawthorn and mixed hedge as specified in Clause 2 of this Schedule save and except that on the boundary between the Property and the retained land at point F the Transferees shall erect a twelve foot galvanised steel farm gate to the reasonable satisfaction of the Transferors.

4. Within three months of the date hereof the Transferees will arrange to level the dip in the central section of the field O.S. 5211 in accordance with the consultatoin specification annexed hereto.

5. Not to use the Property (except for the area hatched green which may be used as set out hereunder) other than for the purposes of agricultural use or use ancillary to the proposed golf course footpaths and bridleways and in particular not to permit any part thereof except the area hatched green on the plan to be used for the construction of a road or parking of motor vehicles for a period of twenty years from the date hereof whereupon this covenant shall no longer have effect

6. (a) Not to construct erect or permit any structure of any sort (except street lamps) on the Property between the points A and E and E and F on the plan and not to site or permit any street lanps to be sited so that the Spur Road is in any way obstructed or so that access to and egress from the Spur Road is prevented or restricted

(b) Not to use or permit the Spur Road to be used by visitors to the Transferees premises as a turning or parking space.

7. On completion of the new road works at the junction at point A on the said plan the Transferees shall meet the cost of providing new field boundaries with Cornish banks and shall provide a twelve feet wide opening with heavy duty galvanized steel gate to the eastern boundary of the western half of field O.S. 5100 and to the western boundary of the retained eastern portion of field O.S. 5100 in positions approved by the Local Planning and Highway Authority and by the Transferors

8. The Transferees will maintain stock proof temporary cattle proof fencing during the carrying out of all works on the Property and shall carry out all accommodation works to the reasonable satisfaction of the Transferors All temporary fencing shall belong to the Transferors on

Schedule of restrictive covenants continued

the completion of the works."

NOTE 1: This Transfer contains the following provision:-

"Where required for the exercise or performance of the rights exceptions reservations and other matters contained or referred to in the Schedules hereto the Transferors and the Transferees shall each afford the other such rights of access with or without vehicles or machinery as may be necessary each party (as the case may be) making good all damage caused in so doing."

NOTE 2: Points A, B, C, D, E and F referred to are reproduced on the filed plan. The land hatched green referred to is edged and numbered 5, 7 and 10 in blue on the filed plan.

- 2 The following are details of the covenants contained in the Transfer dated 29 September 1988 referred to in the Charges Register:-

"FOR the benefit and protection of the Transferors retained land shown edged green on the plan "the Retained Land") and each and every part thereof and (so far as may be) so as to bind the Property into whosoever hands the same may come the Transferees HEREBY COVENANT with the Transferors that the Transferees will henceforth and at all times hereafter observe and perform the restrictions and stipulations set out in the Schedule hereto.

SCHEDULE

1. The Transferees will construct a post and four rail fence between the points marked A and B on the plan to the fencing specification annexed hereto and will plant and thereafter maintain a mixed hawthorn hedge to the north of the fence

2. Not to damage or lop the branches or roots of the oak tree situated in the vicinity of point A on the retained land which overhang or extend into the Property without the prior approval of the Transferors (and the consent of the local planning authority if required) and not to do or permit to be done anything which may damage the tree or the roots of the tree in any way whatsoever

3. Not to erect or construct on the Property or any part thereof any dwellinghouses or any other buildings or erections of a temporary or permanent nature whatsoever

4. Not to use the Property or any part thereof for any development or for any other purpose other than for agricultural use or for the Transferees' proposed golf course footpaths and bridleways."

NOTE 1: This Transfer contains the following provision:-

"Where required for the exercise or performance of the matters contained or referred to in the Schedule hereto the Transferors and the Transferees shall each afford the other such rights of access with or without vehicles or machinery as may be necessary each party (as the case may be) making good all damage caused in so doing at their own expense."

NOTE 2: The land edged green referred to is edged and numbered 11 in blue on the filed plan. Points A and B referred to are lettered X and Y respectively on the filed plan.

End of register