

DATED

12th May

2010

- (1) LORD CLINTON
- (2) EAST DEVON DISTRICT COUNCIL

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**DEED OF RELEASE**  
relating to  
covenants affecting land at The Esplanade  
Exmouth, Devon

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Michelmores



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THIS DEED OF RELEASE is made the 12<sup>th</sup> day of May Two Thousand and Ten BETWEEN The Right Honourable Gerard Nevile Mark Fane Trefusis Baron Clinton of Heanton, Satchville, Near Okehampton, Devon ("the Covenantee") of the one part and EAST DEVON DISTRICT COUNCIL of Knowle, Sidmouth, Devon ("the Covenantor") of the other part

WHEREAS:

1. The Covenantor is the owner in fee simple in possession of various parcels of land at the Esplanade, Exmouth in the County of Devon ALL of which Property is at the date of this deed registered at HM Land Registry under Title Number DN322833 ("the Registered Title") and more particularly described in the Property register of the Registered Title ("the Property").
2. The Property is subject to the registered Charges appearing in the registered entries numbered 1 to 6 (inclusive) of the Charges Register of the Registered Title in respect of the covenants which are more particularly described in the registered entries as varied in part by a Deed dated 24 March 1961 made between (1) Neil Arthur Campbell and others (Trustees) and (2) the Exmouth Urban District Council (referred to in Entry Number 7 of the Charges Register of the Registered Title) save for the part of the Property described in the Deed of Release dated 11 April 2006 referred to in Entry Number 14 of the Charges Register of the Registered Title all of which registered entries at the 16 day of April 2010 appear in the official copy entries of the Registered Title, a copy extract of which is reproduced and appears in Schedule One of this Deed ("the Covenants")
3. The Covenantor is bound by the Covenants as Statutory Successor to the former Urban District Council of Exmouth as at the date of this Deed.
4. The Covenantee is by various assignments and means entitled to the benefit of the Covenants as at the date of this Deed and is fully empowered and entitled to enter into this Deed.
5. The Covenantee has in consideration of the sum of Fifty Thousand Pounds (£50,000) agreed to release the Covenantor and the Property from the Covenants in fee simple.

NOW THIS DEED WITNESSETH as follows:


1. In pursuance of the said agreement and in consideration of the sum of FIFTY THOUSAND POUNDS (£50,000) paid by the Covenantor to the Covenantee (the receipt whereof the Covenantee hereby acknowledges) the Covenantee HEREBY RELEASES the Covenantor and its successors in title and the Property and each and every part thereof from the Covenants
2. The Covenantee hereby covenants with the Covenantor that notwithstanding anything by him or any person through whom he derives title otherwise than by a purchaser for value made done or executed or omitted or knowingly suffered the Covenantee has full power to release the Covenantor and its successors in title and the Property and every part thereof from The Covenants.
3. The Covenantee hereby warrants and declares that neither he or his predecessors in title have disposed of or entered into any dealings with any part of the the Covenantor's estate which may have the benefit of the Covenants by

virtue of which there has either expressly or by implication been an assignment of the whole or part of the benefit of the Covenants to any other party.

4. The Covenantee hereby acknowledges the right of the Covenantor to production of the documents set out in the Schedule Two of this Deed and to delivery of copies thereof and hereby undertakes with the Covenantor for the safe custody thereof


IN WITNESS whereof the parties hereto have hereunto executed this document as a Deed the day and year first before written:

SIGNED AS A DEED by the said  
GERARD NEVILE MARK FANE  
TREFUSIS BARON CLINTON  
in the presence of: -



Sheila O'Flaherty  
East Budleigh  
Bodlepi Salter  
Arundel Surrey.

THE COMMON SEAL of EAST DEVON  
DISTRICT COUNCIL was hereunto affixed  
in the presence of: -



Senior Solicitor



18358

**SCHEDULE ONE**  
**(Extract from the Official Copy Entries of Registered Title DN322833)**



# Official copy of register of title

Title number DN322833

Edition date 20.07.2009

- This official copy shows the entries in the register of title on 16 April 2010 at 12:30:35.
- 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 April 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Plymouth Office.

## A: Property register

This register describes the land and estate comprised in the title.

DEVON : EAST DEVON

- 1 (21.12.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Plots 127 110 111 177 178 105 and 150 lands and foreshore, Exmouth.
- 2 (08.07.1994) 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.
- 3 (08.07.1994) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered DN344350 in green on the title plan dated 5 July 1994 made between (1) East Devon District Council (Transferor) and (2) Devon County Council (Transferee):-

"EXCEPT AND RESERVING to Transferor

(a) the full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections or to alter any building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferor adjoining or neighbouring the land hereby transferred in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the land hereby transferred and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Transferor's said adjoining or neighbouring land by or in respect of the land hereby transferred shall be deemed to be so enjoyed by the Licence or consent of the Transferor and not as of right

(b) For the benefit of the adjoining land and premises now or formerly belonging to the Transferor

(i) all existing easements quasi-easements rights or privileges over or in

## A: Property register continued

relation to the land hereby transferred now enjoyed with such adjoining land or premises and

(ii) the right to connect to any existing or future sewers drains pipes soakaway wires and cables now passing or prior to the expiry of the period ending Eighty years from the date hereto to pass in through under or over the land hereby transferred and out of such connection to use the said sewers drains pipes wires and cables for the purpose of the passage of water soil gas electricity and other facilities from or to the Transferor's said adjoining land and premises and

(iii) the right to enter upon the land hereby transferred for the purposes of inspection of and of executing works of repair maintenance and replacement of walls sewers drains pipes cables or other apparatus in connection with the enjoyment of the easements rights or privileges hereinbefore reserved"

4 (19.04.1996) The land has the benefit of the following rights granted by a Deed dated 27 March 1996 made between (1) Penelope Jane Stranack (Grantor) and (2) East Devon District Council (Council):-

### "3. GRANT

In consideration of the payment of One pound (£1.00) the receipt of which sum the Grantor hereby acknowledges the Grantor grants to the Council the following rights:-

3.1 the right within two years from the date hereof to enter upon the Servient Land for the purpose of carrying out stability works to the Dominant Land in or about the area shown coloured pink on the plan attached hereto and the right in carrying out such works to drive soil pins into the Servient Land of a size and in the approximate position shown highlighted in pink on the said plan the Council making good any damage to the Servient Land caused in the exercise of such right to the Grantor's satisfaction

3.2 the right thereafter to retain the said soil pins in position and to enter upon the Servient Land as may be necessary for the purpose of maintaining or replacing the same but making good any damage caused to the Servient Land in the exercise of such right to the Grantor's satisfaction TO HOLD the same to the Council for an estate in fee simple."

NOTE 1: The servient land referred to is known as "Sheridan", 10C Douglas Avenue. The dominant land referred to is the land in this title

NOTE 2: Copy plan filed.

5 (19.04.1996) The land has the benefit of but is subject to the following rights granted by a Deed dated 3 April 1996 made between (1) Residents Management (No 74) Limited (Grantor) and (2) East Devon District Council (Council):-

### "3. Grant

3.1 In consideration of the acknowledgement by the Council contained in 3.2 hereof the Grantor grants to the Council the following rights:-

3.1:1 the right within two years from the date hereof to enter upon the Servient Land for the purpose of carrying out stability works to the Dominant Land in or about the area shown coloured pink on the plan attached hereto and the right in carrying out such works to drive soil pins into the Servient Land of a size and in the approximate position shown

## A: Property register continued

highlighted in pink on the said plan the Council making good any damage to the Servient Land caused in the exercise of such right to the Grantor's satisfaction

3.1:2 the right hereafter to retain the said soil pins in position and to enter upon the Servient Land as may be necessary for the purpose of maintaining or replacing the same but making good any damage caused to the Servient Land in the exercise of such right TO HOLD the same to the Council for an estate in fee simple

3.2 In consideration of the aforementioned Grant the Council;

3.2:1 acknowledges the right of the Grantor on behalf of itself and the owners and occupiers for the time being of the Servient Land and all those authorised by them to go pass and repass on foot only over and along the area of the Dominant Land shown as existing footpath and undertakes in carrying out the stability work to avoid insofar as it is possible to do so any disturbance to the said footpath but making good any damage so caused by such works and reinstating the footpath as closely as may be possible to its existing position and gradient PROVIDED THAT following completion of such works the Grantor shall be responsible for all future repair work and maintenance upon the footpath and its boundary or supporting walls together with access door positioned therein unless and until such time as the Grantor decides to forego these rights and close the path to the Council's satisfaction

3.2:2 the Council undertakes to agree with the Grantor a replanting scheme for the said cliff face before carrying out the same."

NOTE 1: The servient land referred to is known as 10B Douglas Avenue The dominant land referred to is the land in this title

NOTE 2: Copy Deed filed under DN130346.

- 6 (02.09.1996) The land has the benefit of the following rights granted by a Deed dated 29 July 1996 made between (1) Michael Charles Tyrrell and Mary Monica Tyrrell (2) National Westminster Home Loans Limited and (3) East Devon District Council:-

### "3. Grant

In consideration of the payment of One Pound (£1.00) the receipt of which sum the Grantor hereby acknowledges and of the covenant on the part of the Council hereinafter contained the Grantor grants to the Council the following rights:-

3.1. the right within two years from the date hereof to enter upon the Servient Land for the purpose of carrying out stability works to the Dominant Land in or about the area shown coloured pink on the plan attached hereto and the right in carrying out such works to drive soil pins into the Servient Land of a size and in the approximate position shown highlighted in pink on the said plan the Council making good any damage to the Servient Land caused in the exercise of such right to the Grantor's satisfaction.

3.2 the right hereafter to retain the said soil pins in position and to enter upon the Servient Land as may be necessary for the purpose of maintaining or replacing the same but making good any damage caused to the Servient Land in the exercise of such right to the Grantor's satisfaction TO HOLD the same to the Council for and estate in fee simple.

3.3 For the benefit of the Servient Land the Council covenants with the

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## A: Property register continued

Grantor that immediately upon completing the works in 3.1 hereof the Council will replace or repair the existing hedge or at the option of Grantor replace the same with a wooden fence such fence to become the property of the Grantor and to be maintained and repaired or replaced the Grantor in the future.

3.4 The Chargee enters this Deed to consent to the grant herein contained but not further or otherwise."

NOTE: Copy Deed filed under DN348611.

## B: Proprietorship register

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

### Title absolute

1 (21.12.1992) PROPRIETOR: EAST DEVON DISTRICT COUNCIL of Council Offices, Knowle, Sidmouth, Devon EX10 8HL.

## C: Charges register

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

1 (21.12.1992) A Deed affecting the land tinted pink on the filed plan dated 2 August 1906 made between (1) The Right Honourable Sir Massey Lopes and others (Trustees) (2) The Honourable Mark George Kerr Rolle (Mark Rolle) and (3) The Urban District Council of Exmouth (Council) contains the following covenants:-

"1. That there shall be no building or structure whatsoever erected other than sheltered seats and no band stand whether of a permanent or temporary character allowed to be on the said Gardens.

2. That so far as weather and other circumstances will permit the Gardens shall always be so kept ordered and regulated as to be both an ornament to the sea front and a place where visitors can sit and enjoy the Sea and Coast views in quiet and comfort.

3. That so far as weather and other circumstances will permit the Gardens be always maintained and kept in good order and ornamental condition by and at the expense of the Council as pleasure gardens for the use of the public.

4. That no entertainments or performances shall take place and no Bands subject as hereinafter mentioned or musical instruments be played in the Gardens or any use made of them or of any part of them otherwise than as gardens for rest and quiet recreation and that no itinerant or permanent vendors and no religious services and no public or private meeting whether political religious or otherwise and no admission fee or other charge for the right to enter and be in or otherwise to use and enjoy the gardens shall be made Provided that an instrumental Band under the control of the Council shall be permitted to play from time to time in the Gardens.

(5) That the Gardens shall on every evening in the year be closed at such time as having regard to the sunset hour on each day may seem to the Council reasonable.



## C: Charges register continued

(6) That proper rules and regulations for the management and ordering the Gardens and embodying these conditions and any other conditions which may be agreed on between Mark Rolle and the Council or The Rolle Trustees their heirs and assigns and the Council shall be in due course promulgated and at the expense of the Council and may be from time to time altered by the Council with the consent of Mark Rolle or the Rolle Trustees or Trustee for the time being.

And the Council hereby covenant with the Rolle Trustees their heirs and assigns and as a separate covenant with Mark Rolle his heirs and assigns that the said conditions shall and will be observed performed and complied with the Council and their successors who as Public Authority shall have the control and management of the said Gardens and be able to compel the observance and performance of and compliance with the said conditions.

AND it is hereby agreed that if there shall be any breach whether negative or positive of the said conditions or any of them the remedy of the Rolle Trustees or Trustee for the time being and of Mark Rolle or other the owner or owners for the time being of the Rolle Estates so far as comprising the said piece of land shall be by way of Injunction against the Council or their successors in office having the control and management of the said Gardens and (if sanctioned by the Court) by the closing of the said Gardens to the exclusion of the public therefrom until an undertaking such as to the Court may seem sufficient shall have been given by the Council or other the Authority for the time being having the control and management of the said Gardens that the conditions or condition which have or hath been broken shall in the future be observed performed and complied with."

- 2 (21.12.1992) By a Conveyance of the land tinted blue on the filed plan dated 2 November 1911 made between (1) The Right Honourable Charles John Robert Hepburn-Stuart Forbes Trefusis Baron Clinton (Lord Clinton) and (2) The Urban District Council of Exmouth (Council) the land was conveyed subject as follows:-

"That there shall be no building or structure whatsoever erected thereon which may or any way (in the opinion of Lord Clinton's Agent) obstruct or injure any of the houses on the Rolle Estate or permit any act matter or thing to be done which may be or become a nuisance or annoyance to the tenants or occupiers of any such houses."

- 3 (21.12.1992) A Conveyance of the land tinted yellow on the filed plan dated 24 July 1914 made between (1) The Right Honourable Charles John Robert Hepburn-Stuart-Forbes-Trefusis Baron Clinton (Vendor) and (2) The Urban District Council of Exmouth (Purchasers) contains the following covenants:-

"The Purchasers hereby covenant with the Vendor as follows (a) The Purchasers and their assigns shall not at any time hereafter erect or build upon the said hereditaments any building other than and except a shelter or pavilion to be used in connection with any games to be played thereon.

(b) The Purchasers and their assigns shall not do or permit to be done on the said hereditaments any act or thing in the nature of a public nuisance or which might be or become a nuisance or annoyance to the Vendor his heirs executors administrators or assigns or his or their Lessees."

- 4 (21.12.1992) A Conveyance of the land edged blue on the filed plan dated 21 December 1920 made between (1) The Right Honourable Charles John Robert Hepburn-Stuart-Forbes-Trefusis Baron Clinton (Vendor) and (2) The Exmouth Urban District Council (Purchasers) contains the following covenants:-

## C: Charges register continued

"THE Purchasers hereby covenant with the Vendor in manner following (that is to say):-

(i) That the Purchasers or their assigns will at all times hereafter at their own expense maintain and repair the sea walls and defences forming part of or abutting on the premises hereby conveyed.

(ii) That the Vendor his heirs and assigns shall be at liberty at all times and from time to time hereafter to take and carry away free of charge from the foreshore hereby conveyed at such points as shall from time to time be directed by the engineer of the Purchasers so much sand and gravel as the Vendor his heirs or assigns may require solely for the purpose of and use by him or them upon the estates now owned by the Vendor and known as The Rolle Estate in East Devon but not for sale PROVIDED ALWAYS that if the Purchasers shall at any time resolve that in order to ensure the safety of the sea defences no sand or gravel shall be taken from the said foreshore the right of the Vendor his heirs and assigns to carry away sand or gravel from the said foreshore shall cease for so long as such resolution shall remain in force and be given effect to by the Purchasers.

(iii) That the premises hereby conveyed (except the beach and foreshore) so far as the same are not already built upon shall (subject to existing Leases) be used as open spaces or gardens or for organised sports or games suitable to a first-class residential seaside town or for such other purpose as may conduce to the amenities of the district and that no new building shall be erected on any part of the said premises (except on the beach and foreshore) unless of a style and appearance suitable to the above purposes and save in so far as the same may be necessary for the upkeep or proper enjoyment of the said premises including concert halls winter gardens buildings for games refreshments bathing and other recreations or similar purposes or for municipal or national requirements or uses and that such buildings and erections shall be subject to supervision and to rules and regulations usually adopted in a first-class residential seaside town.

(iv) That as and when the respective existing Leases thereof shall expire the Purchasers shall pull down all existing houses and buildings (except on the beach and foreshore and except the tennis court pavilions facing Beach Gardens the lifeboat house and the ladies lavatory adjoining the drill hall the golf clubhouse the cricket pavilion and Harbour View Bungalow) and that thereafter the sites of the houses and buildings so pulled down shall be deemed to have been unbuilt on at the date of these presents and the provisions of Sub-clause (iii) of this clause shall apply thereto accordingly."

- 5 (21.12.1992) A Deed affecting the land tinted brown on the filed plan dated 27 October 1925 made between (1) Lord Clinton and (2) Mortimer Brutton Ford (Purchaser) contains the following covenants:-

COVENANT by Purchasers restricting use of premises otherwise than as a Gentlemens Club, Private House or Professional Residence or Offices.

- 6 (21.12.1992) A Conveyance of the land tinted mauve on the filed plan dated 30 October 1937 made between (1) The Clinton Devon Estates Company (Vendors) (2) The Right Honourable Charles John Robert Hepburn-Stuart-Forbes-Trefusis Baron Clinton (Lord Clinton) and (3) The Council of the Urban District of Exmouth (Council) contains the following covenants:-

"THE Council hereby covenant with the Vendors not to erect any buildings whatsoever on the land hereby conveyed but to use the same solely for the purpose of a car park or as a public open space."

## C: Charges register continued

- 7 (21.12.1992) By a Deed dated 24 March 1961 made between (1) Neil Arthur Campbell and others (Trustees) and (2) The Exmouth Urban District Council (Council) the covenants contained in the Conveyance dated 21 December 1920 and the covenant contained in the Deed dated 27 October 1925 were expressed to be varied in the following terms:-

"Clause 2 of the said Conveyance dated the twenty first day of December One thousand nine hundred and twenty shall be varied and shall be deemed always to have been varied in the manner following that is to say:-

(1) Sub-Clause (III) of Clause 2 thereof shall be deleted and there shall be substituted therefor the sub-clause following:

(III) That save as hereinafter mentioned those parts of the premises hereby conveyed which are not already built on (as is shewn on the plan annexed hereto) or do not form part of the Beach and foreshore shall (subject to existing Leases) be used as open spaces gardens or places for sports games and outdoor recreations and that no new buildings or structures shall be erected on the said parts of the said premises other than such as are incidental to the aforesaid uses or are otherwise permissible by virtue of (a) the Exmouth Urban District Council Act 1920 as the same may be amended by the Bill before Parliament in the Session 1960/61 intituled an Act to confer further powers on the Devon County Council and on local and highway authorities in the administrative County of Devon in relation to lands and highways and the local government improvement health and finances of the County to confer further powers on the Exmouth Urban District Council with regard to pleasure grounds and on the Teignmouth Urban District Council with regard to their undertaking and for other purposes or (b) of any general enactment in force on the first day of January One thousand nine hundred and sixty one and relating to open spaces parks pleasure ground or playing fields or by virtue of the provisions relating to those matters and contained in the Bill before Parliament in the session 1960/61 as the same may be enacted intituled an Act to amend the provisions of the Public Health Act 1936 relating to building byelaws to make such amendments of the law relating to public health and the functions of County Councils and other local authorities as are commonly made in local Acts to amend the law relating to trade effluents and to amend Section 249 of the said Act of 1936 PROVIDED ALWAYS that nothing herein contained shall preclude

(i) the erection and use:-

(a) on any part of the land edged blue on the plan annexed to the Deed of Variation of these presents dated One thousand nine hundred and sixty one (hereinafter referred to as "the specified lands") of buildings or structures for any purpose for the benefit of the public not including that of a funfair or an amusement arcade but including without prejudice to the generality of the foregoing provisions concert halls pavilions winter gardens bandstands assembly refreshment and reading rooms baths and other buildings and buildings and structures for the provision of entertainments exhibitions and amusements (not being funfairs or amusement arcades) shops and stalls for the sale of refreshments and of articles or commodities of any kind Provided that any such building or structure as aforesaid situated East of a line drawn from and along the western boundary of the old Club House adjoining the enclosure numbered 416 on the plan annexed to the said Conveyance dated 21 December 1920 shall be limited to two storeys excluding any basement and shall not exceed thirty feet in height as measured from the level of the esplanade which said line is shewn in red colour on the said plan annexed to the said Deed of Variation.

(b) on that part of the premises hereby conveyed lying to the north of and approximately within one hundred feet of Queen's Drive as more particularly described and coloured pink hatched blue on the said plan annexed to the

## C: Charges register continued

said Deed of Variation of chalets and beach huts (neither of which shall be used as dwellings for human habitation) refreshment rooms and buildings stalls and structures for the sale of refreshments subject to the height thereof not exceeding twenty three feet above the level of the said Queen Drive or (ii) the provision and carrying on of entertainments exhibitions and amusements (not being funfairs or amusement arcades) on any part of the specified lands.

(2) Sub-Clause (IV) shall be deleted and there shall be substituted therefor the sub-clause following:

(IV) That as and when the respective existing leases thereof shall expire the Purchasers shall pull down all existing houses and buildings except or the beach and foreshore and except the tennis court pavilions facing the Beach Gardens the life boat house (and the ladies lavatory adjoining) the drill hall the golf clubhouse the cricket pavilion the pavilions in the pleasure ground adjoining the Under cliff Path and Harbour View Bungalow and that thereafter the sites of the houses and buildings so pulled down shall be deemed to have been unbuilt on at the date of these presents and the provisions of Sub-Clause (III) of this clause shall apply thereto accordingly.

2. The covenant contained in the said Deed of Release dated the twenty seventh day of October One thousand nine hundred and twenty five and given by the Council as Purchaser as described in the said Deed of Release shall be varied and shall be deemed always to have been varied by the deletion of the said Covenant and the substitution therefor of the following covenant:-

that the messuage or premises shall not at any time hereafter without the consent in writing of Lord Clinton or his successors in title or his or their assigns be used otherwise than

- (a) as a gentlemen's club or
- (b) as a private dwellinghouse or
- (c) as the professional residence of a solicitor or medical practitioner or other profession person or
- (d) as offices or
- (e) as a boarding or lodging house or
- (f) for any purpose for the benefit of the public not including that of a funfair or amusement arcade but including (without prejudice to the generality of the foregoing) use
- (i) as a shop or shops for the sale of refreshments or of articles or commodities of any kind.
- (ii) as concert halls pavilions winter gardens bandstands assembly refreshment and reading rooms baths and other buildings or
- (iii) for the provision of entertainments exhibitions and amusements other than as aforesaid and
- (iv) as open spaces gardens places for sports games and outdoor recreations or for the erection of any buildings or structures such as are incidental to the aforesaid uses or otherwise permissible by virtue of (a) the Exmouth Urban District Council Act 1920 as the same may be amended by the Bill before Parliament in the session 1960/61 intituled an Act to confer further

## C: Charges register continued

powers on the Devon County Council and on local highway authorities in the administrative County of Devon in relation to lands and highways and the local government improvement health and finances of the County to confer further powers on the Exmouth Urban District Council with regard to pleasure grounds and on the Teignmouth Urban District Council with regard to their undertaking and for other purposes or (b) of any general enactment in force on the first day of January One thousand nine hundred and sixty one and relating to open spaces parks pleasure grounds or playing fields or by virtue of the provisions relating to those matters and contained in the Bill now before Parliament in the session 1960/61 as the same may be enacted intituled an Act to amend the provisions of the Public Health Act 1936 relating to building byelaws to make such amendments of the law relating to public health and the functions of county councils and other local authorities as are commonly made in local Acts to amend the law relating to trade effluents and to amend Section 249 of the said Act of 1936 or

(g) partly for one of the foregoing uses or purposes and partly for another or others of those uses or purposes.

3. The Council on behalf of themselves and their successors in title owner or owners for the time being of the said messuage or premises comprised in the said Conveyance dated the thirtieth day of June One thousand nine hundred and fifty eight hereby covenant with the Trustees that they will at all times keep the Trustees and their successors in title and their effects indemnified in all respects against any proceedings costs claims and demands which may be made against them or any of them by virtue of the Trustees having modified the said covenant contained in the said Deed of Release dated the twenty seventh day of October One thousand nine hundred and twenty five in manner hereinbefore mentioned."

*NOTE: Original plan filed.*

- 8 (21.12.1992) The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity sub-station site dated 13 October 1966 referred to in the schedule of leases hereto:-

"TOGETHER with the full right and liberty for the Board by their servants agents contractors and workmen (in common with the Council and all other persons similarly entitled) to pass and repass with or without vehicles at all times and for all purposes and in particular to convey plant machinery apparatus and materials over and along the adjoining premises of the Council shown for the like purpose of identification only coloured green on the said plan AND TOGETHER also with the full right and liberty for the Board as aforesaid to enter upon the further adjoining premises of the Council shown for the like purpose of identification as aforesaid coloured brown on the said plan and to lay relay repair renew inspect and maintain electric cables or lines and conduits or pipes for containing the same where necessary therein and thereunder and to break up the surface thereof through which the said cables or lines and conduits or pipes are laid or to be laid so far as may be necessary from time to time for the purposes of laying relaying repairing renewing inspecting and maintaining the said electric cables or lines and conduits or pipes doing as little damage as possible and restoring such surface as soon as may be to the reasonable satisfaction of the Council."

*NOTE: Copy plan filed.*

- 9 (21.12.1992) The land is subject to the following rights granted by a Deed dated 25 October 1971 made between (1) The Council of The Urban District of Exmouth (Council) and (2) The Edgeborough Building Company Limited (Company):-

## C: Charges register continued

"the Council as Beneficial Owner hereby grants unto the Company full and free liberty and authority for the Company and its successors in title within twenty years from the date hereof to lay and construct a sewer with all necessary manholes and ancillary works (hereinafter referred to as "the said sewer") through the said land coloured pink on the said plan in the position indicated by a red line between the points marked "A" and "B" the said sewer to be of such dimensions and materials and laid at such depth width and such fall as the Council shall require AND the right after construction of using the same for the free passage and running of water AND TOGETHER ALSO WITH full right and liberty at all times upon first giving reasonable notice to the Council to enter into the said land coloured pink on the said plan for the purpose of inspecting maintaining repairing cleansing enlarging renewing and replacing the said sewer."

*NOTE: Copy plan filed.*

- 10 (21.12.1992) 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.
- 11 (21.02.1996) The land is subject to the following rights granted by a Transfer of the land edged and numbered DN365925 in green on the title plan dated 29 January 1996 made between (1) East Devon District Council (Council) and (2) The Exmouth Docks Company (Transferee):-

"The Council grant to the Transferee and its successors in title a right of access with or without construction vehicles over and across the Council's Retained Land for the purpose of carrying out repairs to the said pier wall or replacement structure the Transferee or its successors in title giving (except in the case of emergency) at least seven days notice in writing of its intention to exercise such rights causing as little damage as possible to the Council's Retained Land and making good any damage so caused to the Council's reasonable satisfaction."

*NOTE: The retained land referred to is the land remaining in this title as shall be within 50 metres of the property transferred.*

- 12 (19.04.2006) UNILATERAL NOTICE affecting the land edged and numbered 11 in blue on the title plan in respect of an Agreement for lease dated 28 February 2006.
- 13 (19.04.2006) BENEFICIARY: Harlequinns Bowling and Leisure Limited (Co. Regn. No. 03920050) of Kernick, Otterham, Camelford, Cornwall PL23 9SJ and care of Peters Langsford Davies of Westgate, Launceston, Cornwall PL15 9AD (Ref: HD/Har068/3)
- 14 (08.05.2006) By a Deed dated 11 April 2006 made between (1) The Right Honourable Gerard Nevile Mark Fane Trefusis Baron Clinton and (2) East Devon District Council the covenants contained in the Conveyance dated 21 December 1920 as varied by the Deed dated 24 March 1961 referred to above were expressed to be released.

*NOTE: Copy filed.*

- 15 (15.05.2007) The parts of the land affected thereby are subject to the easements granted by a Lease dated 8 May 2007 of The Lifeboat House and former Tractor Shed for a term of 3 years from 19 May 2007.

*NOTE: Copy filed.*

# C: Charges register continued

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	21.12.1992 7	Electricity substation Foxholes Hill	13.10.1966 99 years	DN576401
2	21.12.1992 1 (part of) 2	Second Floor Flat 3 Channel View and parking space	07.07.1981 99 years from 26 June 1981	DN119034
3	21.12.1992 1 (part of) 3	Second Floor Flat 4 Channel View and parking space	07.07.1981 99 years from 26 June 1981	DN119035
4	21.12.1992 1 (part of) 4	First Floor Flat 1 Channel View and parking space	21.07.1981 from 26 June 1981 to 25 June 2080	DN136319
5	21.12.1992 1 (part of) 5	First Floor Flat 2 Channel View and Parking Space	18.10.1982 99 years from 26 June 1981	DN135834
6	21.12.1992 1:2:3:4:5:6	Channel View, The Esplanade	03.12.1987 from 31 December 1987 to 26 June 2080	
7	21.10.2003 edged and numbered 8 in blue	The Cricket Ground	04.09.2003 28 years from 24.6.2003	DN486933
8	28.10.2004 edged and numbered 9 in blue	Exmouth Beach Rescue Club	04.10.2004 10 years from 4.10.2004	DN503590
9	15.12.2005 edged and numbered 10 in blue	Premises on the north side of Queens Drive	10.06.2003 21 years from 28.6.2002	DN523832
10	06.12.2006 edged and numbered 12 in blue	Exmouth Pavillion	02.10.2006 30 years from	DN543037
11	13.08.2008 edged and numbered 13 in blue	electricity sub-station	29.06.1959 99 years from 24 June 1959	DN575896

Title number DN322833

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
12	20.07.2009 edged and numbered 1 in yellow (NSE)	Land at Queens Drive	30.06.2009 50 years from 30 June 2009	DN590630

End of register