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# Official copy of register of title

Title number SK424276

Edition date 29.06.2023

- This official copy shows the entries on the register of title on 20 NOV 2024 at 10:17:28.
- 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 20 Nov 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, Kingston Upon Hull Office.

## A: Property Register

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

SUFFOLK : IPSWICH

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north-east side of Humber Doucy Lane, Ipswich.

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

- 2 (19.05.1997) A Conveyance of adjoining railway lands dated 18 January 1858 made between (1) Sir Charles Morgan Robinson Morgan and William Samuel Jones (2) The Reverend George Townshend Hudson and others (3) Elizabeth Edgar and (4) The Eastern Union Railway Company contains the following provision:-

"PROVIDED ALWAYS and it is hereby expressly agreed and declared by and between the said parties to these presents that nothing herein contained shall extend or be deemed or construed to extend to prejudice or in anyway affect the right of the said Elizabeth Edgar her heirs or assigns to require such Works for the accommodation of herself her heirs and assigns or her or their tenants owners and occupiers of the Land adjoining the said Extension Railway as she or they are or may be entitled to require under "the Railways Clauses Consolidation Act 1845"

- 3 (19.05.1997) The land tinted pink on the title plan has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of other land dated 2 August 1982 made between (1) Philip Oliver Jolly and others (Vendors) and (2) John Alfred Hogger (Purchaser):-

"TOGETHER WITH a right in common with all other entitled to a like right to pass and repass at all times with or without vehicles over the driveway shown coloured brown on the said plan leading from the public highway to the property hereby conveyed and TOGETHER WITH the right to the supply of electricity in the manner as has existed for upwards of thirty years past and together further with a right to the supply of water in common with all others having a like right through the 1" alkathene pipe lying beneath the land and driveway retained by the Vendors and to instal a water meter therein at the point marked "X" on the said plan with all necessary ancillary rights of access upon strict

## A: Property Register continued

performance of the covenant contained in Clause 2 hereof and TOGETHER ALSO with and subject to all rights of drainage as have hitherto existed between the property hereby conveyed and the adjoining land of the Vendors and without prejudice to the generality of the foregoing except and reserving unto the Vendors and their successors in title the right to drain surface water from their adjoining land to the south and west into the pond situate within the curtilage of Allens House and thence through the 6" pipe lying to the north side of the driveway on the land hereby conveyed to the point approximately marked "C" on the said plan and thence in a northerly direction to its discharge onto the railway line"

NOTE: The driveway coloured brown is hatched blue on the title plan. The points X and C are reproduced thereon

- 4 (29.06.2023) The land has the benefit of (except as mentioned in the note below) any legal easements granted by the Transfer dated 20 June 2023 referred to in the Charges Register, but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: The rights granted by the Transfer are included in the registration only so far as they are granted over title numbers SK170738, SK28351 and SK3442.

- 5 (29.06.2023) The Transfer dated 20 June 2023 referred to above contains provisions as to light or air and boundary structures and a provision relating to the creation and/or passing of easements.

## 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 (29.06.2023) PROPRIETOR: HOPKINS HOMES LIMITED (Co. Regn. No. 02875798) of Melton Park House, 4 Scott Lane, Melton, Woodbridge IP12 1TJ and BDW TRADING LIMITED (Co. Regn. No. 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardonia Hill, Coalville LE67 1UF.
- 2 (29.06.2023) The price stated to have been paid on 20 June 2023 was £18,422,032 inclusive of VAT.
- 3 (29.06.2023) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (29.06.2023) RESTRICTION: No disposition of the part of the registered estate shown edged and numbered 4 in blue on the title plan (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.3 of the Transfer dated 20 June 2023 referred to in the Charges Register have been complied with.
- 5 (29.06.2023) RESTRICTION: No disposition of the part of the registered estate shown edged mauve on the title plan (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 7.3 of the Transfer dated 20 June 2023 referred to in the Charges Register have been complied with.

## C: Charges Register

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

- 1 The land tinted yellow on the title plan is subject to rights of

## C: Charges Register continued

drainage for the benefit of the owners and occupiers for the time being of land on the east side of Humber Doucy Lane for the drainage of effluent from the farm buildings and cottages erected thereon.

- 2 (29.06.2007) The land tinted pink on the title plan is subject to the rights granted by a Conveyance of Allens House dated 1 October 1946 made between (1) William Oliver Jolly and (2) John Geoffrey Wulff Pawlyn.

NOTE 1: The land edged and numbered 3 in blue on the title plan is not affected by the rights granted by the Conveyance dated 1 October 1946 referred to above.

NOTE 2:-Copy filed under SK292881.

- 3 A Wayleave Agreement under hand dated 13 May 1947 and made between (1) the Mayor Aldermen and Burgesses of the Borough of Ipswich and (2) Ipswich and Suffolk Freehold Land Society Limited relates to the erection and maintenance of the apparatus described in the schedule thereto.

NOTE: Copy filed under SK3442.

- 4 (19.05.1997) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 21 September 1976 made between (1) Philip Oliver Jolly and others (Trustees) and (2) Robert Geoffrey Smith and others (the Club):-

"the Trustees hereby grant and confirm unto the Grantees and their successors in title

(a) Full right and liberty to lay construct and use the sewer for the passage or conveyance of sewage water and soil from the Green Land and the Clubhouse but no other building erected thereon to the Main Sewer but not for any other purpose whatsoever

(b) Full right and liberty for the purpose aforesaid but not for any other purpose whatsoever to make and subject to the provision of Clause 3 hereof forever hereafter to repair relay and maintain the Sewer and to make all necessary connections as may be reasonable and proper in that behalf

(c) Full right and liberty for the purpose of constructing laying repairing and maintaining and relaying the Sewer and such connections as aforesaid but not for any other purpose whatsoever to enter upon and break up such of the Blue Land as lies within six feet of the Sewer TO HOLD all the said rights and liberties hereby granted unto the Grantees in fee simple subject to observance and performance of the covenants contained in Clauses 2 and 3 hereof

2. THE Grantees hereby jointly and severally covenant for themselves and their successors in title the owners and occupiers for the time being of the Green Land that in the exercise of the rights hereby granted they and their successors in title will

(i) so construct the Sewer as to ensure that there is a minimum cover of four feet of soil over the Sewer so as to avoid interference with cultivations

(ii) keep the Sewer in good and substantial repair and condition at all times and execute all works necessary in repairing renewing and relaying the same with all reasonable dispatch

(iii) indemnify the Trustees and their successors in title against all proceedings costs claims and demands whatsoever in any way arising out of the exercise of the rights hereby granted

(iv) exercise all the rights hereby granted only as approved by the appropriate Local Authority which shall from time to time have jurisdiction in this respect

(v) pay all rates taxes assessments and outgoings whatsoever now or at any time hereafter payable in respect of the Sewer and of all other the

## C: Charges Register continued

rights and liberties hereby granted

(vi) at their own cost from time to time to make good any damage or injury that may arise by the construction maintenance repair taking up or reinstatement of the Sewer or by any failure or defect therein

(vii) be responsible for reinstating all land drains existing prior to the construction of the Sewer which are damaged by reason of the rights hereby granted

(viii) in the event of any hedge or crop being destroyed or damaged by reason of the exercise of the rights hereby granted the Grantees will replant the hedge or reinstate the crop or pay compensation for the loss or damage thereby caused

(ix) in the event of the area being declared an infected area on account of foot and mouth disease or other notifiable disease the Grantees agree that the access rights hereby granted shall be temporarily suspended unless there are exceptional circumstances in which case the necessary approval from the appropriate Government Department shall be obtained before entry onto the Blue Land is permitted

(x) in the event of the Grantees abandoning the Sewer they will either dismantle it or will leave it in such a condition as to be incapable of causing any damage to the Blue Land

3. THE Grantees hereby further jointly and severally covenant for themselves and their successors in title as aforesaid with the Trustees that in the event of official approval for a change of use being obtained or a change of use being directed by a competent authority in respect of the Blue Land from its present agricultural user and in the event of such change of use being prevented fettered or embarrassed in any way by the existence of the rights hereby granted the Grantees will either

(a) divert the Sewer to such other alternative route within the Blue Land as will enable the said change of user to proceed whereupon the provisions of this Deed shall apply to the Sewer on its diverted route of if such diversion is impracticable or

(b) remove the Sewer from the Blue Land whereupon the rights hereby granted shall forthwith be extinguished without payment of compensation to the Grantees and

(c) will bear the cost of such diversion and removal save insofar as the Trustees or their successors in title may accept responsibility for any part of such cost having regard to the circumstances obtaining at the time of such change or use or

(d) will pay to the Trustees forthwith upon demand such a sum of money as represents any loss or deduction which the Trustees may have suffered by reason of the existence of the rights hereby granted upon payment of compensation for any acquisition of the Blue Land or any interest therein or part thereof by a Local or other Statutory Authority

4. IT IS HEREBY AGREED AND DECLARED that the liability of the Grantees hereunder is limited to the amount in value of the assets for the time being of the Club but so that the provisions of this Clause shall apply only during such time as the Club exists with substantially the same style title and constitution as at the date hereof"

NOTE: The blue land and the line of sewer are shown edged and numbered 1 in blue and as a blue broken line respectively on the title plan. The green land adjoins the land edged and numbered 1 in blue to the north.

5 The land tinted yellow on the title plan is subject to the rights granted by a Deed of Grant dated 28 December 1979 made between (1) V C Fenton (Property) Limited and (2) Prowsa Developments Limited.

The said Deed also contains restrictive covenants by the grantor.

## C: Charges Register continued

*NOTE: Copy filed under SK3442.*

- 6 The land tinted yellow on the title plan is subject to the following rights granted by a Deed of Grant dated 8 September 1980 made between (1) V C Fenton (Property) Limited and (2) Prowsa Developments Limited supplemental to the Deed dated 28 December 1979 referred to above:-

"Fenton hereby grants to Prowsa the rights to lay (in addition to the four pipes serving Numbers 1 2 3 and 4 Halfway Cottages) an additional pipe between points 'B' and 'X' (or the Local Authority's main stopcock within the blue land whichever is nearer) and points 'A' and 'Y' for the benefit of Number 6 Halfway Cottages (lying to the South West of Number 1 to 4 Halfway Cottages) and for the owners and occupiers of 6 Halfway Cottages for the time being to use renew cleanse and maintain the same.

2. The additional right and benefit granted by this Deed shall be subject to the same provisions as are comprised in the Principal Deed and in particular the covenant by the Grantee."

NOTE: The points 'A' 'B' 'X' and 'Y' referred to are those shown on the plan to the Deed dated 28 December 1979 referred to above.

- 7 (19.05.1997) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 14 September 1989 made between (1) Crispin Michael Rope and John Howard Collinson (First Owners) (2) Jack Whinney and others (Second Owners) (3) Jack Whinney and others (Third Owners) and (4) David Cyril Whinney and others (Fourth Owners):-

"the First Owners as Trustees HEREBY GRANT and CONFIRM unto the Second Owners and their successors in title for the benefit of the Yellow Land and each and every part thereof unto the Third Owners and their successors in title for the benefit of the Green Land and each and every part thereof and unto the Fourth Owners and their successors in title for the benefit of the Purple Land and each and every part thereof

(a) Full right to lay construct and use the sewer for the passage or conveyance of sewage water and soil from the Yellow Land the Green Land and the Purple Land respectively and any building now erected thereon or to be erected thereon within the period commencing on the 1st day of January 1989 and enduring for 80 years (which said period shall be the perpetuity period applicable hereto and be hereinafter called "the Perpetuity Period") but not for any other purpose whatsoever

(b) Full right and liberty for the purpose aforesaid but not for any other purpose whatsoever and subject to the provisions of Clause 2 hereof to make and use all connections to the sewer as may be reasonably proper in that behalf

(c) Full right and liberty to enter at any time or times upon and break up such part of the Blue Land as lies within 6 feet of The Sewer in order to construct lay repair maintain relay cleanse renew or make connections to The Sewer and such connections as aforesaid

TO HOLD all the said rights and liberties hereby granted unto the Second Owners the Third Owners and the Fourth Owners respectively in fee simple subject to observance and performance of the covenants contained in Clause 2 hereof and EXCEPT AND RESERVING unto the First Owners full right and liberty to lay roads tracks and such consequent surfaces on the Blue Land in any position above The Sewer as may be necessary for the convenient enjoyment by the First Owners and their successors in title of the Blue Land and each and every part thereof

2. THE Second Owners the Third Owners and the Fourth Owners for themselves and their respective successors in title the owners and occupiers for the time being of the Yellow Land the Green Land the Purple land respectively hereby jointly and severally covenant with the First Owners that in exercise of the respective rights hereby granted to them by the First Owners will

## C: Charges Register continued

(i) so construct The Sewer as to ensure that there is a minimum cover of 4 feet of soil over The Sewer so as to avoid interference with cultivations

(ii) keep The Sewer in good and substantial repair and condition at all times and execute all works necessary in repairing renewing relaying the same with all reasonable despatch

(iii) indemnify the First Owners and their successors in title against all proceedings costs claims and demands whatsoever in any way arising out of the exercise of the rights hereby granted

(iv) exercise all the rights hereby granted only as approved by the appropriate local authority which shall from time to time have jurisdiction in this respect

(v) pay all rates taxes assessments and outgoings whatsoever now or at any time hereafter payable in respect of The Sewer and of all other the rights and liberties hereby respectively granted

(vi) at their own costs from time to time to make good any damage or injury that may arise by the construction maintenance repair taking up or reinstatement of The Sewer or by any failure or defect therein

(vii) be responsible for reinstating all land drains existing prior to the construction of The Sewer which are damaged by reason of the rights hereby granted

(viii) in the event of any hedge or crop being destroyed or damaged by reason of the exercise of the rights hereby granted the Second Owners Third Owners and Fourth Owners will re-plant the hedge or re-instate the crop or pay compensation for the loss or damage thereby caused

(ix) in the event of the area being declared an infected area on account of foot and mouth disease or other notifiable disease the Second Owners Third Owners and Fourth Owners agree that the access rights hereby granted shall be temporarily suspended unless there are exceptional circumstances in which case the necessary approval from the appropriate government department shall be obtained before entry on to the Blue Land is permitted

(x) in the event of the Second Owners the Third Owners and the Fourth Owners abandoning The Sewer they will either dismantle it or will leave it in such a condition as to be incapable of causing any damage to the Blue Land

3. THE Second Owners the Third Owners and the Fourth Owners hereby agree and declare that they and their successors in title shall be responsible for all costs and expenses payable hereunder or otherwise in respect of the upkeep maintenance and otherwise relating to The Sewer and its connections in the following shares:-

(a) the Second Owners - two thirds

(b) the Third Owners - one sixth

(c) the Fourth Owners - one sixth"

NOTE: The blue land is edged and numbered 1 and 2 in blue on the title plan. The line of sewer is shown by a brown broken line on the title plan. The yellow land, the green land and the purple land lie to the east of the land edged and numbered 2 in blue.

8 (29.06.2023) The land tinted pink and blue on the title plan is subject to the easements granted by a lease of land adjoining Westerfield House Farm dated 20 January 2011 made between (1) Crispin Michael Rope and Patrick Francis Jolly and (2) WO & PO Jolly Holdings Limited for a term of 50 years from and including 20 January 2011.

NOTE:-Copy filed under SK329311.

9 The land tinted pink and blue on the title plan is subject to any rights that are granted by a Transfer of an electricity substation

## C: Charges Register continued

dated 8 October 2019 made between (1) Crispin Michael Rope and Patrick Francis Jolly and (2) Eastern Power Networks Plc and affect the registered land.

The said Deed also contains restrictive covenants by the transferor.

*NOTE: Copy filed under SK397445.*

- 10 (29.06.2023) A Transfer which included the land in this title dated 20 June 2023 made between (1) Timothy Andrew Jolly and others and (2) Hopkins Homes Limited and BDW Trading Limited contains restrictive covenants.

*NOTE: Copy filed.*

- 11 (29.06.2023) The Transfer dated 20 June 2023 referred to above is expressed to release rights as therein mentioned.

End of register