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# Official copy of register of title

Title number LT281286

Edition date 28.03.2011

- This official copy shows the entries on the register of title on 16 FEB 2024 at 09:06:25.
- 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 16 Feb 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, Leicester Office.

## A: Property Register

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

LEICESTERSHIRE : BLABY

1 (05.02.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being New Hall Park Farm, Enderby Road, Thurlaston (LE9 7TF).

2 (05.02.1996) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 19 December 1995 referred to in the Charges Register:-

"subject to the exceptions and reservations mentioned in the First Schedule but Together with the right and easements mentioned in the Second Schedule hereto

### THE FIRST SCHEDULE

Full right and liberty for the Trustees and their successors in title and their servants tenants and licensees and all persons authorised by them for telephone cables passing upon or over the property to and from the Trustees adjoining Thurlaston Estate including Hoefields Farm

### THE SECOND SCHEDULE

.....  
..  
The right to use maintain repair and renew all existing wires pipes or cables crossing the Retained Land and serving the Property."

3 (05.02.1996) The Conveyance dated 19 December 1995 referred to above contains the following provision:-

"It is hereby agreed and declared that any rights of light or air which would prejudicially affect the user by the Trustees or their successors in title of their adjoining or neighbouring land for building or any other purposes are hereby expressly excepted from the effect of this Conveyance and the Purchaser and his successors in title shall not become entitled to any such rights for the benefit of the property hereby conveyed

It is hereby agreed and declared that all or any rights or privileges now used and enjoyed by the Property hereby conveyed over the adjoining

## A: Property Register continued

or neighbouring property of the Trustees (the "Retained Land") and by such Retained Land over the Property and which had the Property and such Retained Land belonged to different owners would have been easements quasi-easements or rights or privileges in the nature of easements shall continue to be used and enjoyed by the owners or occupiers for the time being of the properties affected thereby such owners or occupiers contributing from time to time a fair and proper proportion of the cost of cleansing repairing and maintaining all things used in common."

## 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 (23.11.2005) PROPRIETOR: CAROLYN JANE SHROPSHIRE of Narborough Wood Farm, Desford Road, Enderby, Leicestershire LE19 4AD.
- 2 (23.11.2005) The Conveyance dated 19 December 1995 referred to in the Charges Register contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant and of indemnity in respect thereof.
- 3 (05.02.1996) RESTRICTION:- Except under an order of the Registrar no transfer lease or disposition by the proprietor of the land is to be registered unless there is furnished a certificate by the Solicitor for the Trustees of the Henry Smith (General Estates) Charity that the Transferor or lessee has covenanted in accordance with the provisions of the Conveyance dated 19 December 1995 referred to in the Charges Register.
- 4 (23.11.2005) The price stated to have been paid on 4 November 2005 for the land in this title and LT380920 was £1,480,000.
- 5 (23.11.2005) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 6 (31.01.2006) 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 4 November 2005 in favour of Julian Lionel George Sheffield, James Daryl Hambro, Gordon Ernest Lee-Steere, The Right Honourable John Max Scawen Wyndham Baron Egremont, Ronald Scott Norman, The Right Honourable Jame Leslie Baron Hamilton of Dazzell, Timothy David Holland-Martin, The Right Honourable Clare Amabel Margaret Countess of Euston, Anne Evelyn Allen, Peter William Urquhart, Marilyn Joy Gallyer, Carola Godman Law, Mervyn Lowther, Tristan James Millington-Drake, Mark Robert Newton, Peter William Smallbridge CBE, Diana Barran and Noel George Herbert Mannis as trustees of the Henry Smith Charity referred to in the Charges Register.

### Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 19 December 1995 referred to in the Proprietorship Register:-

"The Purchaser hereby covenants with the Trustees and as a separate covenant with the Custodian that the Purchaser and those deriving title under him will at all times observe and perform the covenants set out in the Third Schedule hereto

#### THE THIRD SCHEDULE

1. (If required) within three months of the date hereof at the

## Schedule of personal covenants continued

Purchaser's own expense to erect and forever maintain and where necessary replace stock-proof fences comprising sheep wire with two strands of barbed wire above erected to Ministry of Agriculture Fisheries and Foods Standard Specification (which fences shall not be capable of being penetrated by sheep or domestic animals) along the boundaries of the Property hereby conveyed where marked "T" within the boundary as shown edged red on the Plan to the reasonable satisfaction of the Trustees

2. To pay to the Trustees the sum calculated and referred to in paragraph 1 of the Fourth Schedule hereto in accordance with the terms and condition thereof."

NOTE 1: The T marks referred to have been reproduced on the title plan

NOTE 2: The Fourth Schedule referred to is set out in the Charges Register.

## C: Charges Register

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

- 1 (05.02.1996) A Conveyance of the land in this title dated 19 December 1995 made between (1) The Official Custodian For Charities (2) The Right Honourable William Michael Clifton Baron Crawshaw and Others (Trustees) and (3) John Robert Johnson and Rachel Ann Johnson (Purchaser) contains the following covenants and provisions which relate to the payment of additional moneys:-

"The Purchaser with the intent and so as to bind (so far as practicable) the Property hereby conveyed into whosoever hands the same may come and to benefit and to protect the adjoining and neighbouring property of the Trustees and all parts thereof but not to render the Purchaser personally liable for any breach of covenant committed after the Purchaser shall have parted with all interest in the property in respect of which such breach shall occur hereby covenants with the Trustees and as a separate covenant with the Custodian that he the Purchaser and his successors in title will at all times hereafter observe and perform the stipulations and restrictions relating to the Property hereby conveyed set out in the Fourth Schedule hereto

### THE FOURTH SCHEDULE

1.1 Not within a period of 21 years from the date hereof save as mentioned in paragraph 1.2 to build or suffer to be built any structure or erection or carry out or suffer to be carried out any external alterations or additions or any development within the meaning of the Town and Country planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 (as amended from time to time) ("Development") without the prior consent in writing of the Trustees provided that if with the prior written consent of the Trustees the Purchaser at any time within twenty-one years of the date hereof obtains planning permission for Development of the Property for a non-agricultural use the Trustees shall be entitled to receive from the Purchaser a sum equivalent to 49% of the gain in value of the Property attributable to the planning consent. In assessing the gain in value of the Property as aforesaid the parties shall consider the prices with or without such planning consent at which the Property might reasonably be expected to be sold as at such date as shall be the earlier of the sale of the land by the Purchaser or their successors in title or implementation of the planning permission hereinbefore referred to assuming:

(i) a willing Seller

(ii) a reasonable period within which to negotiate the sale taking into account the value of the property and the state of the market

(iii) values will remain static throughout the period

## C: Charges Register continued

- (iv) the Property will be freely exposed on the market
- (v) no account is to be taken of an additional bid by a special purchaser

In the event that the parties are unable to agree the amount of the gain in value then the gain shall be determined by an independent surveyor to be appointed jointly by the parties or in the absence of agreement to be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors such surveyor to act as an expert and not as an arbitrator, but such expert may take account of such written representations as may be put forward by either party within a period of three weeks from the date of the appointment of the surveyor but shall not be obliged to take such representations into account and the decision of such surveyors shall be final and binding

1.2 The provisions of paragraph 1.1 shall not apply to:

- (a) any replacement of or alteration to any existing private dwellinghouse on the Property (unless such alteration or extension be made in order to convert such dwellinghouse to a use other than a single private dwellinghouse or farmhouse)
  - (b) the erection alteration or extension of any building on the Property intended to be used for agricultural purposes
2. Not to transfer or grant a lease of any part of the property except to a person who has first executed a Deed expressed to be made in favour of the Trustees or the Trustees successors in title of the adjoining or neighbouring property of the Trustees by which that person covenants in such terms as the Trustees or their successors in title shall reasonably require to observe and perform the covenants and conditions on the part of the Purchasers contained in this Conveyance and will not charge the whole or any part of the Property except to a person who covenants with the Trustees that no transfer will be made or lease granted under any power of sale or of leasing arising by virtue of the charge except to a person who has executed a deed in the terms referred to above."

- 2 (23.11.2005) REGISTERED CHARGE dated 4 November 2005 affecting also title LT380920.
- 3 (31.01.2006) Proprietor: CLYDESDALE BANK PLC (Scot. Co. Regn. No. SC001111) of Yorkshire Bank, 20 Merrion Way, Leeds LS2 8NZ and of Portfolio Manager, Yorkshire Bank, First Floor, Brunswick Point, Leeds LS2 8NQ and of The Company Secretary, Clydesdale Bank PLC, 30 St. Vincent Place, Glasgow G1 2HL, trading as Yorkshire Bank.
- 4 (23.11.2005) REGISTERED CHARGE dated 4 November 2005.
- 5 (23.11.2005) Proprietor: JULIAN LIONEL GEORGE SHEFFIELD, GORDON ERNEST LEE-STEERE, The Right Honourable,, JOHN MAX SCAWEN WYNDHAM BARON EGREMONT, RONALD SCOTT NORMAN, The Right Honourable,, JAMES LESLIE BARON HAMILTON OF DAZELL, TIMOTHY DAVID HOLLAND-MARTIN The Right Honourable,, CLARE AMABEL MARGARET COUNTESS OF EUSTON, ANNE EVELYN ALLEN, MARILYN JOY GALLYER, CAROLA GODMAN LAW, MERLYN LOWTHER, TRISTAN JAMES MILLINGTON-DRAKE, MARK ROBERT NEWTON and PETER WILLIAM SMALLBRIDGE of 5 Chancery Lane, Clifford's Inn, London EC4A 1BU as trustees of the Henry Smith Charity. and JAMES DARYL HAMBRO and PETER WILLIAM URQUHART of 5 Chancery Lane, Clifford's Inn, London EC4A 1BU as trustees of the Henry Smith Charity.
- 6 (23.11.2005) A Deed dated 4 November 2005 made between (1) Clydesdale Bank Public Limited Company and (2) Julian Lionel George Sheffield and others as trustees of the Henry Smith Charity relates to priorities as between the Charges dated 4 November 2005 and 4 November 2005 referred to above as therein mentioned.

End of register