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Official copy of register of title

Title number LT284599

Edition date 24.11.2004

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- Issued on 16 Feb 2024.
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- 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 (05.07.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the east side of Croft Road, Thurlaston.
- 2 (05.07.1996) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of the land tinted pink on the filed plan dated 5 June 1986 made between (1) Henry Taylor (Vendor) (2) Hinckley and Rugby Building Society (Society) and (3) Wheatcroft and Son Limited (Purchaser):-

"TOGETHER WITH full right and liberty for the Purchaser and its successors in title owners and occupiers for the time being of the property hereby conveyed (in common with the Vendor and his successors in title and all other persons authorised by him or them) within the period of eighty years from the date hereof ("the Perpetuity period") to enter onto the adjoining land of the Vendor edged green on Plan No. 2 annexed hereto and comprising Ordnance Grid Nos. 5300 and 3087 for the purpose of laying foul and storm drains under the said adjoining land to accommodate the foul and storm drainage of any houses or buildings now or within the Perpetuity period erected on the land hereby conveyed the approximate positions of the said proposed foul and storm drains being shown by dotted red lines between the Points A and C (in the case of the storm drains) and between the Points A and C and C and E and C and F (in the case of the foul drains) omn (sic) the Plan No. 2 and the further right and liberty for the Purchaser and its successors in title (in common as aforesaid) in the case of the storm drains to discharge storm water into the ditches between the Points A and B and C and D and (subject to the approval of the Local Authority) into the storm drain between the Points C and D and in the case of the foul drains to connect with the foul drains under the Vendor's adjoining property at the Points E and F on the Plan No. 2 annexed hereto and the right of passage or water soil and other matters along the drains so to be constructed by the Purchaser within the Perpetuity period and to use the existing foul drainage system on the Vendor's said adjoining land to the point where it connects with the public sewer and to enter the Vendor's adjoining land for the purposes of inspecting cleansing repairing and maintaining the said drains and ditches so to be constructed or as already existing as aforesaid and in the exercise of these rights doing as little damage as possible and making compensation for all damage done and restoring the surface of

A: Property Register continued

the Vendor's adjoining land suitable for use as agricultural land EXCEPT AND RESERVING unto the Vendor or other the owner or owners and occupiers for the time being of the Vendor's retained property (as hereinafter defined (a) the free passage of water soil gas electricity and other matters from and to the Vendor's retained property as now used and enjoyed through any drains pipes cables or conduits now existing or hereafter to be substituted therefor in under or over the property hereby conveyed and (b) the right to use all or any part of the Vendor's retained property for building or other purposes whether or not such use shall obstruct or diminish the access of light and air now or at any time hereafter enjoyed by the owner or owners or occupiers for the time being of the property hereby conveyed to or for any building or other erection now or hereafter to be erected thereon."

NOTE 1:-The points A,B,C,D,E and F are reproduced on the filed plan and the red dotted lines are shown by a brown broken line on the filed plan.

NOTE 2:-The land in this title forms part of the "adjoining land of the Vendor" referred to.

- 3 (03.04.2000) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (03.04.2000) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered LT321521 in green on the filed plan dated 22 October 1999 made between (1) Anthony Colin Shropshire and others (Transferors) and (2) Richard Cook and Julie Cook (Transferees):-

"Excepting and reserving unto the Seller or its successors in title occupiers and owners for the time being of the Sellers retained property:-

1. The free passage of water soil gas electricity and other matters from and to the Sellers retained property as now used and enjoyed through any drains pipes cables or conduits now existing or hereinafter to be substituted for in under or over the land hereby transferred.
2. The right to use all or any part of the Sellers retained property for building or other purposes whether or not such use shall obstruct or diminish the access of light and air now at any time hereafter enjoyed by the owner or owners or occupiers for the time being of the land hereby transferred to or for any building or other erection now or hereinafter to be erected thereon."

NOTE: The Sellers retained property referred to is the land remaining in this title.

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 (24.11.2004) PROPRIETOR: CAROLYN JANE SHROPSHIRE, SARAH JANE SHROPSHIRE BODDY and HELEN ELIZABETH SHROPSHIRE as managing trustees of the Shropshire Pension Scheme of Narborough Wood Farm, Desford Road, Enderby, Leicestershire LE9 5AD.
- 2 (05.07.1996) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless a certificate signed by the secretary, solicitor or a director of the company has been furnished that such disposition has been made in accordance with the provisions of a Trust Deed dated 6 August 1984 of The Shropshire Pension Scheme and all existing and future deeds amending or extending the same.
- 3 (24.11.2004) A Transfer to a former proprietor contains a covenant to

B: Proprietorship Register continued

observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

- 4 (24.11.2004) 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.
- 5 (24.11.2004) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate (or by the proprietor of any registered charge) is to be registered without a written consent signed by I.P.M. Trustees Limited of 3 Victoria Court, Bank Square, Morley, Leeds LS27 9SC.

C: Charges Register

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

- 1 (05.07.1996) A Conveyance dated 19 July 1956 made between (1) The Reverend Geoffrey Edward Simms-Reeve (2) The Church Commissioners for England (3) The Right Reverend Father in God Ronald Ralph Lord Bishop of Leicester and (4) Elizabeth Tallis Thompson contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (05.07.1996) The land is subject to the following rights granted by a Deed dated 27 October 1964 made between (1) Henry Taylor (Grantor) and (2) Brown and Shaw Limited (Grantee):-

"The Grantor as Beneficial Owner hereby conveys unto the Grantee and its successors in title the owners and occupiers for the time being of the property known as Field Number 341 on the said plan or any part or parts thereof and its and their respective servants and licensees

Full rights and liberty within the Perpetuity Period as hereinafter defined (1) to lay and construct beneath the surface of the said fields of the Grantor a sewer or drain between the points D (i) E F and G on the said plan and in the position shown by a red line drawn thereon and at all times thereafter the right (in common with the Grantor and his successors in title) to use the said sewer or drain for the passage or conveyance of sewage water and soil from the said Field Number 341 and all parts thereof and from all messuages or dwellinghouses intended to be erected thereon by the Grantee

(2) At all times hereafter to make connection with the said sewer or drain as may be reasonable or proper in connection with the erection of the said messuages or dwellinghouses on the said Field Number 341 and to maintain repair and renew such sewer or drain the Grantee nevertheless at its own expense making good all damage or disturbance which may be caused to any building or erection of the Grantor or to the surface of the said Fields Numbers 340 and 358 occasioned thereby and

(3) For the purpose of repairing cleansing and maintaining such connections as aforesaid but not for any other purpose whatsoever to enter upon the said fields Numbers 340 and 358 Subject nevertheless to the right of the Grantor to make and construct at his own expense connections to the said sewer or drain."

The said Deed also contains the following restrictive covenants by the grantor:

"THE Grantor for himself and for his successors in title owner or owners for the time being of the said Fields Numbers 340 and 339 on the said plan hereby covenants with the Grantee and its successors in title as aforesaid that no building structure or erection shall hereafter be erected upon or built over any part of the said foul sewer as shown by the lines "D(i) E F and G" on the said plan and further that he or they will not do or permit or knowingly suffer anything to be done which may in anyway injure or damage the said foul sewer or drain or the existing drain shown by the line "B-H" and "H-K" on the said plan or which might interfere with the free flow and passage of sewage water and soil and

C: Charges Register continued

storm water through such respective drains."

"In this Deed the term "Perpetuity Period" means a period expiring Twenty one years after the death of the last survivor of the descendants now living of His Late Majesty King George V."

NOTE 1:-The points D (i), E, F and G and the red line referred to are lettered X,E,Z and W and shown by a blue broken line respectively on the filed plan.

NOTE 2:-Point D(i) falls in field numbered 341. Points E and F fall within field numbered 340 and point G falls in field numbered 358.

NOTE 3:-The points B,H and K are lettered Y, H and K respectively on the filed plan. The sewer between points H and K crosses field number 339.

- 3 (05.07.1996) By a Deed dated 29 November 1965 made between (1) Henry Taylor (Grantor) and (2) Brown and Shaw Limited (Grantee) the rights granted in the Deed dated 27 October 1964 referred to above were expressed to be varied as follows:-

"the Grantor as Beneficial Owner hereby grants unto the Grantee FULL RIGHT within the Perpetuity Period (as defined in the Principal Deed) (A) (1) to use the sewer or drain between the points marked D (1) E F and G on the said plan (in common with the Grantor and his successors in title and all other persons having the like right) for the passage or Conveyance of sewage water and soil from the said Fields Numbered 325 and 342 and all parts thereof and from all messuages or dwellinghouses hereafter erected thereon (2) to make connection with the said sewer or drain as may be reasonable or proper at the point marked D (1) on the said plan in connection with the erection of the said messuages or dwellinghouses on the said Fields Numbered 325 and 342 doing as little damage as possible to the Grantor's land and buildings and to maintain repair and renew such sewer or drain the Grantee nevertheless at its own expense making good all damage or disturbance which may be caused to any building or erection of the Grantor or to the surface of the said Fields Numbered 340 and 358 occasioned thereby and (3) for the purpose of repairing cleansing and maintaining such connection and such sewer or drain as aforesaid but not for any other purpose whatsoever and doing as little damage as possible to enter upon so much of the said Fields Numbered 340 and 358 as may be necessary Subject nevertheless to the right of the Grantor or his successors in title to make and construct at his own expense connections to the said sewer or drain as when and where he may decide and (b) (1) to use (but subject to laying and replacement as hereinafter or in the Principal Deed mentioned) the storm drain between the points marked B. H. and K. on the said plan (in common with the Grantor and all other persons having the like right) for the passage or conveyance of storm water from the Fields Numbered 325 342 and 341 (2) to make connections with the said storm drain at the said point B. doing as little damage as possible to the Grantor's land and property and to maintain repair and renew such storm drain making good at the Grantee's own expense all damage or disturbance which may be caused to any building or erection of the Grantor or to the surface of the said Fields Numbered 240 and 339 occasioned thereby and (3) for the purpose of repairing and maintaining such connection and such existing or substituted storm drain but not for any other purpose whatsoever and doing as little damage as possible to enter upon so much of the said Fields Numbered 340 and 339 as may be necessary Subject nevertheless to the right of the Grantor to make and construct at his own expense connections to such existing or substituted storm drain as when and where he may decide it is agreed between the parties hereto that the Principal Deed shall be read and construed as if the Grantee had been seised at the date of the Principal Deed in fee simple in possession free from incumbrances of the said Field Numbered 325 and (a) there were added the words "342 and 325" after "341" in recital (2) thereof."

- 4 (05.07.1996) The land is subject to the following rights granted by a Conveyance of land adjoining the south-eastern boundary of the land in this title dated 19 March 1984 made between (1) Henry Taylor (Vendor) (2) Thomas Charles Frederick Quinney (First Grantee) (3) Patrick Arthur

C: Charges Register continued

Sloane (Second Grantee) and (4) The Secretary of State for Transport (Purchaser):-

"THE Vendor as beneficial owner hereby conveys unto the Purchaser the rights (hereinafter called "the said rights") specified in the Second Part of the First Schedule hereto to the intent that the said rights may be appurtenant to the road known as the M69 Coventry-Leicester Motorway (including the said land)

THE FIRST SCHEDULE

.....

SECOND PART

The Said Rights

1. Full and free right and liberty for the Purchaser and his successors in title and all persons authorised by him or them from time to time and at all times hereafter with workmen and others and all necessary materials to enter upon the adjoining land of the Vendor for the purpose of planting or erecting and thereafter maintaining a hedge fence or wall on the Purchaser's side of the boundaries of the said land the Purchaser making good to the reasonable satisfaction of the Vendor any damage thereby done to the surface of the said adjoining land
2. The like right at all times to enter upon the piece of land containing One hundred square metres or thereabouts and delineated and shown coloured blue on the First Plan annexed hereto and thereon numbered 17/1c for the purpose of cleansing and widening and deepening the ditch therein and constructing a headwall thereon and after such construction the like right from time to time to maintain inspect and use the said headwall TOGETHER with the right of support for the headwall and the like right from time to time to renew alter and remove all or any of the same
3. The like right at all times with workmen and others and all necessary apparatus plant and materials to enter upon and excavate so much of the Vendor's adjoining land as shall be necessary for the purpose of exercising the rights hereinbefore mentioned the Purchaser in all cases causing as little damage as possible to the said adjoining land and making good to the reasonable satisfaction of the Vendor any damage thereby done to the surface thereof."

NOTE 1:-The land in this title is the adjoining land of the Vendor.

NOTE 2:-The land coloured blue is hatched blue on the filed plan.

5 (05.07.1996) The land edged and numbered 2 in blue on the filed plan is subject to the following rights reserved by a Transfer thereof dated 10 April 1996 made between (1) Gladys Sylvia Taylor (Transferor) and (2) Anthony Colin Shropshire and others:-

"EXCEPT AND RESERVING unto the Transferor

or other the owner or owners and occupiers for the time being of the Transferor's retained property the easement and other rights specified in the First Schedule hereto

FIRST SCHEDULE

(rights excepted or reserved)

(a) the free passage of water soil gas electricity and other matters from and to the Transferor's retained property as now used and enjoyed through any drains pipes cables or conduits now existing or hereafter to be substituted therefor in under or over the property hereby transferred

(b) the right to use all or any part of the Transferor's retained property for building or other purposes whether or not such use shall obstruct or diminish the access of light and air now or at any time

C: Charges Register continued

hereafter enjoyed by the owner owners or occupiers for the time being of the property hereby transferred."

- 6 (05.07.1996) A Transfer of the land edged and numbered 1 in blue on the filed plan dated 3 April 1996 made between (1) Gladys Sylvia Taylor (Transferor) and (2) Anthony Colin Shropshire and others (Transferees) contains the following provisions relating to the payment of additional monies:-

"THE TRANSFeree hereby covenants with the Transferor for the benefit of the Transferor's retained land and each and every part thereof and so as to bind the land edged red on the Plan and each and every part thereof into whosesoever hands the same may come the Transferee on behalf of itself and its successors in title hereby covenants with the Transferor that if the Transferee during the period of 30 years from the date hereof sells or grants a lease for more than 21 years of all or part of the land edged red on the Plan to a person or persons or company or trustee who are not connected with the Transferee for a sale price which after all expenses have been deducted (including but not limited to planning legal and agents' expenses and all work carried out necessary for the grant of planning permission) (the net sale price) is in excess of the then agricultural value of the land then being sold the Transferee shall on completion of the sale pay to the Transferor or her successors in title half of the difference between the net sale price (less the value of any improvement or buildings residual fertilizers woods and crops for which the Transferee shall be entitled to be reimbursed) and the purchase price of the land then being sold providing that the Transferee shall be entitled to erect a farmhouse lake and agricultural buildings free of this agreement and the Transferee agrees:

3.1 that the Property is to be charged in equity with that payment

3.2 hereby applies for the registration at H M Land Registry of that charge."

- 7 (05.07.1996) Charge contained in the Transfer dated 10 April 1996 referred to above affecting the land edged and numbered 2 in blue on the filed plan in favour of Gladys Sylvia Taylor to secure the moneys therein mentioned.

NOTE :-Copy filed.

End of register