

Commons Act 2006: Schedule 2

Application to correct non-registration or mistaken registration

This section is for office use only

~~Official stamp~~

COMMONS ACT 2006
 17 MAY 2018
 LEICESTERSHIRE COUNTY COUNCIL
 REGISTRATION AUTHORITY

Application number

CA(V6) 01/2018

Register unit number allocated at registration (for missed commons only)

Applicants are advised to read 'Part 1 of the Commons Act 2006: Guidance to applicants' and to note:

- Any person can apply under Schedule 2 to the Commons Act 2006.
- All applicants should complete boxes 1-10.
- Applications must be submitted by a prescribed deadline. From that date onwards no further applications can be submitted. Ask the registration authority for details.
- You will be required to pay a fee unless your application is submitted under paragraph 2, 3, 4 or 5 of Schedule 2. Ask the registration authority for details. You would have to pay a separate fee should your application relate to any of paragraphs 6 to 9 of Schedule 2 and be referred to the Planning Inspectorate.

Note 1

Insert name of commons registration authority.

1. Commons Registration Authority

To the: *LEICESTERSHIRE COUNTY COUNCIL*

Tick the box to confirm that you have:

enclosed the appropriate fee for this application:

or

have applied under paragraph 2, 3, 4 or 5, so no fee has been enclosed:

Note 2

If there is more than one applicant, list all their names and addresses in full. Use a separate sheet if necessary. State the full title of the organisation if the applicant is a body corporate or an unincorporated association. If you supply an email address in the box provided, you may receive communications from the registration authority or other persons (e.g. objectors) via email. If box 3 is not completed all correspondence and notices will be sent to the first named applicant.

2. Name and address of the applicant

Name:

Miss BETTY BOURNE

Postal address:

 HOUSESME END
 2 THE GREEN
 WIGSTON PARVA
 LEICESTERSHIRE

Postcode LE10 3AN

Telephone number:

01455 221253

Fax number:

NONE

E-mail address:

NONE (C/O SOLICITOR BELOW)

Note 3

This box should be completed if a representative, e.g. a solicitor, is instructed for the purpose of the application. If so all correspondence and notices will be sent to the person or firm named here. If you supply an email address in the box provided, the representative may receive communications from the registration authority or other persons (e.g. objectors) via email.

3. Name and address of representative, if any

Name:

Mr GORMAN GLENN

Firm:

COCKS LLOYD SOLICITORS

Postal address:

 COCKS LLOYD SOLICITORS
 RIVERSLEY HOUSE
 COTON ROAD
 NUNEATON
 CV11 5TX

Postcode CV11 5TX

Telephone number:

02476 642 702

Fax number:

02476 641 610

E-mail address:

c.glynn@cocksloyd.co.uk

Note 4

For further details of the requirements of an application refer to Schedule 4, paragraph 14 to the Commons Registration (England) Regulations 2014.

4. Basis of application for correction and qualifying criteria

Tick one of the following boxes to indicate the purpose for which you are applying under Schedule 2 of the Commons Act 2006.

- To register land as common land (paragraph 2):
- To register land as a town or village green (paragraph 3):
- To register waste land of a manor as common land (paragraph 4):
- To deregister common land as a town or village green (paragraph 5):
- To deregister a building wrongly registered as common land (paragraph 6):
- To deregister any other land wrongly registered as common land (paragraph 7):
- To deregister a building wrongly registered as town or village green (paragraph 8):
- To deregister any other land wrongly registered as town or village green (paragraph 9):

For waste land of a manor (paragraph 4), tick one of the following boxes to indicate why the provisional registration was cancelled.

The Commons Commissioner refused to confirm the registration having determined that the land was no longer part of a manor (paragraph 4(3)):

The Commons Commissioner had determined that the land was not subject to rights of common but did not consider whether it was waste land of a manor (paragraph 4(4)):

The applicant requested or agreed to cancel the application (whether before or after its referral to a Commons Commissioner) (paragraph 4(5)):

Please specify the register unit number(s) (if any) to which this application relates:

VILLAGE GREEN REGISTRATION (1) *[Signature]* 15/05/18

Note 5

Explain why the land should be registered or, as the case may be, deregistered.

5. Description of the reason for applying to correct the register:

THE EXISTENCE OF THE VILLAGE GREEN PREVENTS ACCESS TO THE APPLICANT'S PROPERTY. THE ADJACENT VILLAGE GREEN PLAN (ENCLOSURE 2) ENCLOSED SHOWS THE VILLAGE GREEN ENCLOSURE ON THE APPLICANT'S PROPERTY THREATENING TO ENCLOSE THE APPLICANT'S PROPERTY. THE APPLICANT HAS USED THIS LAND (PART OF THE VILLAGE GREEN) FOR MANY DECADES

PLEASE SEE EVIDENCE FOLLOWED IN DOCUMENT DATED 16TH MARCH 2018

2018

Note 6

You must provide an Ordnance map of the land relevant to your application. The relevant area must be hatched in blue. The map must be at a scale of at least 1:2,500, or 1:10,500 if the land is wholly or predominantly moorland. Give a grid reference or other identifying detail.

Note 7

This can include any written declarations sent to the applicant (i.e. a letter), and any such declaration made on the form itself.

If your application is to register common land or a town or village green and part of the land is covered by a building or is within the curtilage of a building, you will need to obtain the consent of the landowner.

6. Description of land

Name by which the land is usually known:

THE GREEN, WISTON MANA, LEICESTERSHIRE LE10 3AN

Location:

THE GREEN, WISTON MANA, LEICESTERSHIRE LE10 3AN

Tick the box to confirm that you have attached an Ordnance map of the land:



7. Declarations of consent

PLEASE SEE EVIDENCE ENCLOSED WITH IN DOCUMENT DATED 14TH MARCH 2018

Note 8

List all supporting documents and maps accompanying the application, including if relevant any written consents. This will include a copy of any relevant enactment referred to in paragraphs 2(2)(b) or 3(2) (a) of Schedule 2 to the Commons Act 2006 or, in relation to paragraph 4 (waste land of a manor) evidence which shows why the provisional registration was cancelled. There is no need to submit copies of documents issued by the registration authority or to which it was a party but they should still be listed. Use a separate sheet if necessary.

8. Supporting documentation

APPLICATION DOCUMENT (LOCALS LEAD SOLUTIONS) DATED 14TH MARCH 2018.

- EXHIBIT 1 - COVENANCE DATED 29TH SEPTEMBER 1937.
- EXHIBIT 2 - THE VILLAGE GREEN OFFICIAL COPY REGISTER OF TITLE NUMBER LT384321 AND PLAN.
- EXHIBIT 3 - PLAN SHOWING EXTENT OF VILLAGE GREEN FROM 1950'S
- EXHIBIT 4 - COMPOSITE PLAN COMPILED BY SURVEYOR IN ACCORDANCE WITH ORDINANCE SURVEY MAP.
- EXHIBIT 5 - ORDINANCE SURVEY MAP (SHOWING NO OTHER PLOTS PLANNING)
- EXHIBIT 6 - PHOTOGRAPHS
- EXHIBIT 7 - AERIAL PHOTOGRAPHS WITH ROADWAY OVERLAIN IN ACCORDANCE WITH OS DATA
- EXHIBIT 8 - STATUTORY DECLARATION OF THE APPLICANT, MISS BETTY BOURNE
- EXHIBIT 9 - DEED OF EASEMENT
- EXHIBIT 10 - TRANSFER OF PART

<p>Note 9 List any other matters which should be brought to the attention of the registration authority (in particular if a person interested in the land is expected to challenge the application for registration). Full details should be given here or on a separate sheet if necessary.</p>	<p>9. Any other information relating to the application</p> <p>SEE APPLICATION DOCUMENT DATED 14TH MARCH 2018 WHICH REQUIRES THE COUNCIL TO ENTER INTO A DEED OF ENDORSEMENT AND TRANSFER OF PART FOLLOWING ANY SUCCESSFUL RE-REGISTRATION.</p>
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<p>Note 10 The application must be signed by each individual applicant, or by the authorised officer of an applicant which is a body corporate or an unincorporated association.</p>	<p>10. Signature</p> <p>Date: 14TH MARCH 2018</p> <p>Signatures: <i>Compton</i> (Solicitor) ON BEHALF OF THE APPLICANT. JOCKS LLOYD SOLICITORS RIVERSLEY HOUSE COTON ROAD NUNEATON CV11 6TX</p>
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REMINDER TO APPLICANT

You are responsible for telling the truth in presenting the application and accompanying evidence. You may commit a criminal offence if you deliberately provide misleading or untrue evidence and if you do so you may be prosecuted.

You are advised to keep a copy of the application and all associated documentation.

Data Protection Act 1998

The application and any representations made cannot be treated as confidential. To determine the application it will be necessary for the commons registration authority to disclose information received from you to others, which may include other local authorities, Government Departments, public bodies, other organisations and members of the public.

A copy of this form and any accompanying documents may be disclosed upon receipt of a request for information under the Environmental Information Regulations 2004 or the Freedom of Information Act 2000.

**Application to Leicestershire County Council to
De-register land registered as
Village Green under Schedule 2 Paragraph 9
Of the Commons Registration Act 2006**

**By Cormac Glynn BA LLB of Cocks Lloyd Solicitors
On behalf of Miss Betty Bourne
Owner of the affected land.**

14th March 2018

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- 3.0 Reasons and Evidence for De-registration of Roadway**
- 4.0 Required transfer of small piece of 'Garden Land' into the Title of Number 1 The Green, Wigston Parva registered to the Applicant under Land Registry Title Number LT 144868**

- Exhibit 1 - Conveyance dated 29th September 1937 made between (1) Percy Toone and (2) George Herbert Bourne.**
- Exhibit 2 - The Village Green Official Copy Register of Title Number LT384321 and accompanying Plan.**
- Exhibit 3 - Plan showing extent of Village Green from the 1950's.**
- Exhibit 4 - Composite Plan compiled by Surveyor in accordance with Ordnance Survey Map.**
- Exhibit 5 - Ordnance Survey Map (showing no other access available).**
- Exhibit 6 - Photographs.**
- Exhibit 7 - Aerial Photograph with Roadway overlaid in accordance with OS Data.**
- Exhibit 8 - Statutory Declaration of the Applicant, Miss Betty Bourne.**
- Exhibit 9 - Deed of Easement.**
- Exhibit 10 - Transfer of Part.**

1.0 Background

Owner of the Affected Land – Miss Betty Bourne of Horseshoe End, 1 The Green, Wigston Parva, Leicestershire LE10 3AN (“The Applicant”).

The Applicant’s Property - Horseshoe End, 1 The Green, Wigston Parva, Hinckley, Leicestershire, LE10 3AN and registered under Land Registry title number LT144868, 2 The Green, Wigston Parva, Hinckley, Leicestershire, LE10 3AN and registered under Land Registry title number LT311980, Land at Wigston Parva edged red on the attached plan and being part of the land comprised in conveyance dated 29th September 1937 between (1) Percy Toone and (2) George Herbert Bourne – Unregistered. Garden at Wigston Parva sowed shaded green on the attached plan and being part of the land comprised in conveyance dated 11th June 1958 between (1) Percy Toone and (2) George Herbert Bourne – Unregistered (“The Property”).

The Village Green – Land owned by Blaby District Council comprising The Green, Wigston Parva, Hinckley and registered under Land Registry Title Number LT384321 (“the Village Green”).

- 1.1 We are instructed by Miss Betty Bourne (“the Applicant”) who is an elderly lady (aged 85 years) and who has lived and farmed the land at the Property her entire life.
- 1.2 The Applicant’s family have lived and farmed at the Property since 1937 and enclosed is the originating conveyance when the Applicant’s father acquired the Property. This conveyance is enclosed herewith at **Exhibit 1** and is dated 29th September 1937 and is made between (1) Percy Toone and (2) George Herbert Bourne (“the Applicant’s Father”).
- 1.3 Since 29th September 1937 the Applicant’s Father (predecessor in title), and subsequently the Applicant, have accessed the Property via the roadway across the Village Green. The roadway is shown with hatched black lines on the Land Registry Title Plan to the Village Green (“the Roadway”) which is registered under Title Number LT384321, and which is enclosed herewith at **Exhibit 2**.
- 1.4 The Applicant being no longer able to carry out her farming duties at the Property decided in 2017 to downsize and purchase a smaller more manageable retirement bungalow. Miss Bourne has therefore decided to sell the Property and we have substantially progressed the sale of the Property.
- 1.5 When transacting the sale of the Property, it has been identified that the access leading to the Applicant’s Property, the Roadway, is in fact comprised within the Village Green at Wigston Parva. This is in fact the only access to the Applicant’s Property and the Applicant and/or the Purchaser therefore require adequate, express and documentary easements (for access and the running of services) across the Roadway.

2.0 Material Evidence

- 2.1 We enclose the Land Registry Official Title and Plan for the Village Green ("Exhibit 2"). The Village Green is registered under Land Registry Title Number LT384321. You will note the Roadway running East to West across the Title Plan delineated with hatched black lines.**
- 2.2 We enclose at Exhibit 3 an historic plan showing the extent of the Village Green which dates back to its creation in the 1950's. The perimeter of the Village Green appears to be shaded in green. The vintage of this plan combined with the shading makes it difficult to determine the full extent of the Village Green, however, it does appear that the Roadway leading to the Applicant's Property crosses the land shown green on this Plan. It is not beyond the realms of possibility that this was a mapping/shading error, so that the Roadway was innocently, and mistakenly shaded green, thereby precluding the Applicant from benefitting from the required and sole route of access to the Property.**
- 2.3 We enclose a composite plan at Exhibit 4 compiled by Howkins and Harrison Surveying Agents which shows the Village Green and which is based upon the Ordinance Survey Map. This has been marked up and drawn to scale. The Surveyor has shown the Roadway leading to the Applicant's Property edged in pink and we hereby apply for this area edged pink, and the area edged blue (blue area is considered in Section 4 below) to be de-registered as Village Green under the Commons Act 2006 Schedule 2 Paragraph 9.**
- 2.3 We also enclose an Ordinance Survey Map from circa 1950 which shows the Roadway leading to the Applicant's property from the highway to her farm as a dotted line just above "W" – this is enclosed at Exhibit 5. This also confirms that there is no alternative access available to serve the Property, strengthening the view that the Roadway is, and has been, the only route of access to the Property from the Public Highway.**
- 2.4 We enclose at Exhibit 6 photographs showing the Village Green and part of the Applicant's Property upon which I have marked with blue arrows the Roadway providing access to the Property.**
- 2.5 We enclose at Exhibit 7 an aerial photograph upon which the Applicant's Surveying Agents (Howkins and Harrison) have overlaid the Roadway shown in pink edging, again, to scale with Ordnance Survey Data. We contend that it is clear, an access exists and a right of way/easements benefit the Applicant's Property across the Roadway and that the Commons Registration Authority should consider that the Roadway was mistakenly registered as a Village Green (perhaps due to a mapping issue) and the historic nature of the original Village Green Plan and layout (Exhibit 3).**
- 2.5 Perhaps it was the case that when the Village Green was provisionally registered under Section 4 of the 1965 Act it was not referred to a Commons Commissioner under Section 5 of the 1965 Act and perhaps this would have identified that the Applicant and her predecessors in title benefited from**

easements, existing or acquired over many decades, by virtue of their continued use of the Roadway.

3.0 Reasons and Evidence for De-registration of Roadway

- 3.1 We enclose the original Conveyance dated 29 September 1937 made between (1) Percy Toone and (2) George Herbert Bourne (the Applicant's Father) at Exhibit 1. This purchase included the land and buildings and hereditaments and premises comprising altogether 42 acres situated in Little Wigston in the Parish of Claybrook. The Applicant and her predecessors in title have been in situ at the Property for the last 79 years and have used and relied upon access being taken across the Roadway across the Village Green in order to reach the Public Highway. Without the Roadway, the Property would be landlocked.**
- 3.2 Enclosed at Exhibit 8 is a Statutory Declaration ("the Statutory Declaration") made by Miss Betty Bourne (the Applicant) declaring that she and those authorised by her have used the Roadway shown edged pink on the plan attached thereto (also Exhibit 4). It is acknowledged that prescriptive easement rights may have accrued as the period of usage is far in excess of the 20 years user required for a prescriptive easement under either Common Law or Section 2 of the Prescription Act 1832. However, we on behalf of the Applicant, recognise that until the Roadway is de-registered under the Commons Act 2006, any express rights are precluded from being registered across the Village Green. Hence, the purpose of this application. Our client is keen to conclude the sale as she can no longer manage, and the Purchaser understandably requires adequate express and documentary rights across the intended de-registered land (the Roadway edged pink on Exhibit 4) in order to benefit the Property moving forward.**
- 3.3 Adequate Service Media rights are also required by both the Applicant and the Purchaser in order to run or connect into any service media (utilities conduits electricity gas etc.) leading from the adopted highway, therefore these additional rights will need to be granted by the Council across the Roadway, following de-registration of the Roadway portion of the Village Green.**
- 3.4 Accordingly, we enclose at Exhibit 9 a Deed of Easement to be entered into between (1) Blaby District Council and (2) Betty Bourne if we are successful with this de-registration application. The Applicant wants to ensure that we properly deal with the issue and assist the Council as much as possible going forward and following de-registration of the small portion of the Village Green.**

- 4. Required transfer of small piece of 'Garden Land' into the Title of Number 1 The Green, Wigston Parva registered to the Applicant under Land Registry Title Number LT 144868.**
- 4.1 The Applicant's property at number 1 The Green Wigston Parva opens onto the Village Green. The Applicant's door is situated on the gable wall and outside this door is her garden, and this portion of land is shown edged blue on Exhibit 4 plan ("the Garden Land"). The Applicant and her predecessors in title have occupied, used and maintained this small portion of land (the Garden Land) for a period in excess of 12 years and this has been confirmed in the Statutory Declaration (Exhibit 8). The Applicant also hereby applies for the Garden Land to be de-registered and then transferred into title number LT144868.**
- 4.2 Accordingly, we enclose at Exhibit 10 a Transfer of Part (TP1) as a means of transferring the Garden Land from Blaby District Council to the Applicant (Betty Bourne), so that it is merged into the title of 1 The Green Wigston Parva on completion.**
- 4.3 We make this application to the Commons Registration Authority and are aware that said Authority may only remove land under sub paragraph (1) acting on an application of any person made before such a date as per Schedule 2 Paragraph 9 of the Commons Registration Act 2006. We enclose a cheque in the sum of £1500.00 being the relevant fee required under Statute in order for the Council to progress this application.**

Exhibits

"EXHIBIT 6"





"EXHIBIT 7"

No's 1 & 2 The Green
Wigston Parva, Leicestershire

HOWKINS
HARRISON



Promap
LANDMARK INFORMATION GROUP

Copyright © 2000 Promap Ltd. All rights reserved. Landmark Information Group.
Copyright © 2000 Promap Ltd. All rights reserved.

**This plan is based upon the Ordnance Survey Map
with the sanction of the Controller of HM Stationery Office.
Crown Copyright Reserved.**

1914



1914
1914
1914



Conveyance is made the twenty-eighth day of September One thousand nine hundred and thirty-seven Between Percy Toone of Wolsey Grange Wolsey in the County of Warwick (hereinafter called 'the Vendor') of the one part and George Herbert Bourne of Hollow Farm Smockington in the County of Leicester (hereinafter called 'the Purchaser') of the other part.

WITNESSES.

(1) By a conveyance dated the Twelfth January One thousand nine hundred and eighteen and made between Sir Charles Edward Bradock Harlopp of the first part George Francis Fleetwood Bradock Harlopp and The Honourable William Arnold Webster Lawson of the second part William Henry Ralph Gilbert of the third part and the Vendor of the fourth part the hereditaments firstly hereinafter described were (inter alia) conveyed to the Vendor for an estate in fee simple in possession

(2) By a conveyance dated the Seventh February One thousand nine hundred and nineteen and made between The Reverend Edmund Warre of the one part and the Vendor of the other part the hereditaments secondly hereinafter described were conveyed to the Vendor for an estate in fee simple in possession

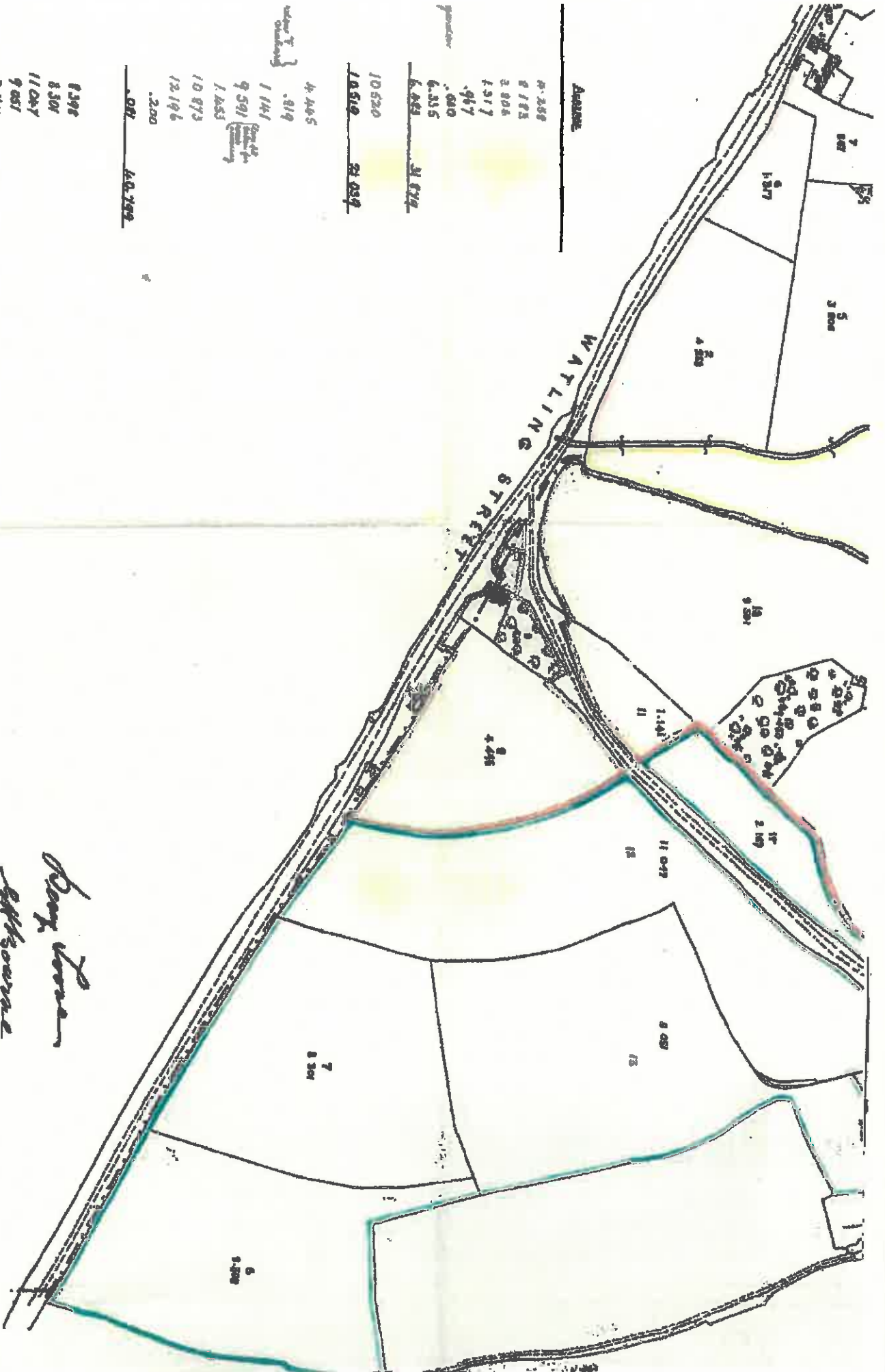
(3) By a conveyance dated the Twenty fifth March One thousand nine hundred and eighteen and made between Robert Smith of the one part and the Vendor of the other part the hereditaments thirdly hereinafter described (including a small piece of land fronting to the Walling Street since sold to William Hunt but excepting the small piece of land hereinafter referred to) were conveyed to the Vendor for an estate in fee simple in possession

(4) By a conveyance dated the Twenty fifth March One thousand nine hundred and eighteen and made between the Reverend John Toone of the one part and the Vendor of the other part the hereditaments fourthly hereinafter described (together with the cottages orchard and garden ground hereinafter mentioned which are not included in this conveyance) were conveyed to the Vendor for an estate in fee simple in possession

(5) The Vendor has agreed with the Purchaser for the sale to him of all the said hereditaments hereinafter described at the price of Five thousand Five hundred pounds

IN WITNESS WHEREOF this deed witnesseth as follows -

1 In consideration of the sum of Five thousand Five hundred pounds now paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys unto the Purchaser **Firstly** That messuage or farmhouse with the outbuildings and several closes or pieces or parcels of land thereto belonging known collectively as "The Smockington Cottage Farm" comprising altogether 31.879 acres or thereabouts and situate in the Parish of Burbage in the said County of Leicester which said premises are for the better identification thereof particularly delineated and described in the map or plan attached hereto and thereon surrounded with a



Average

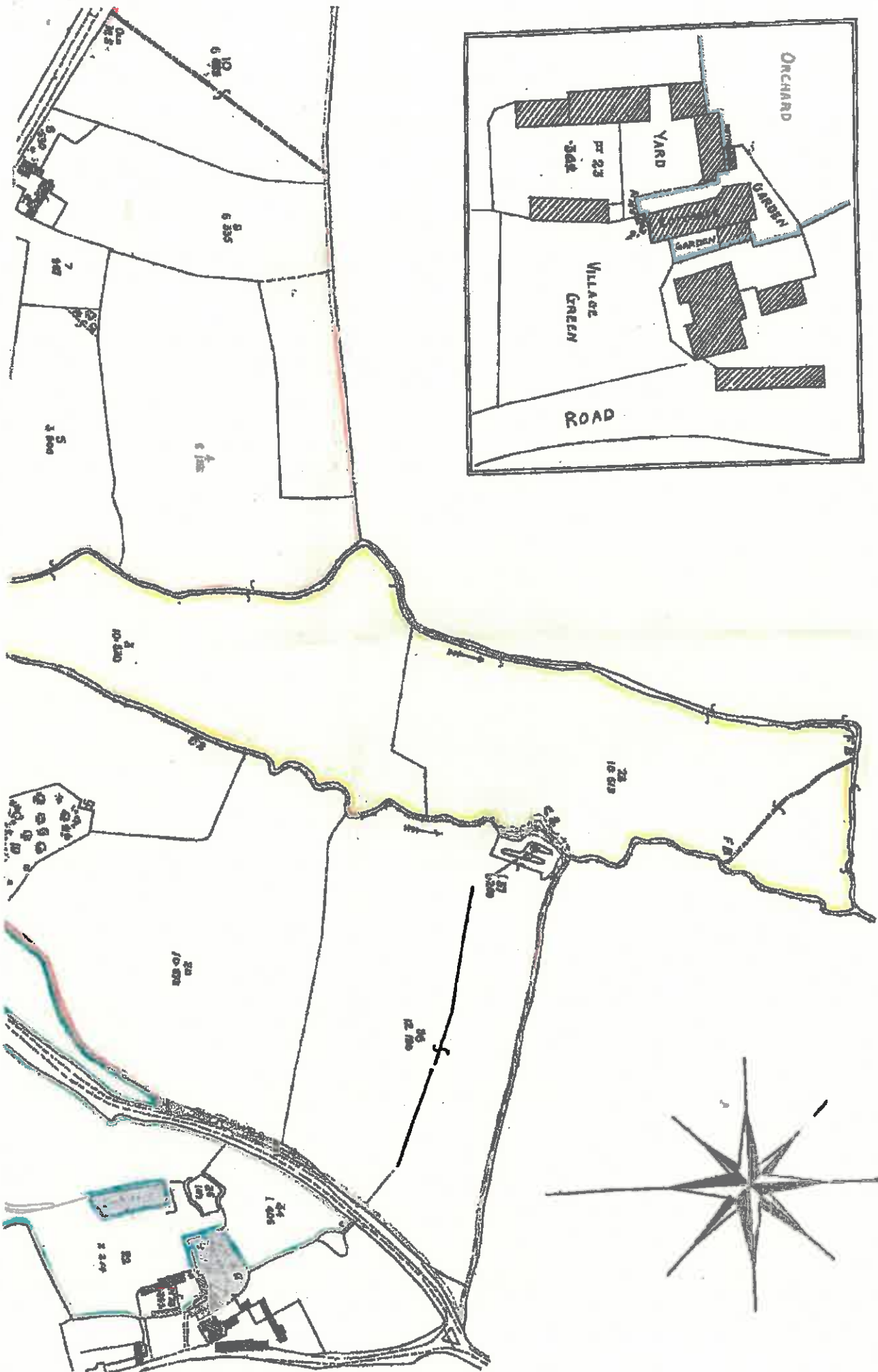
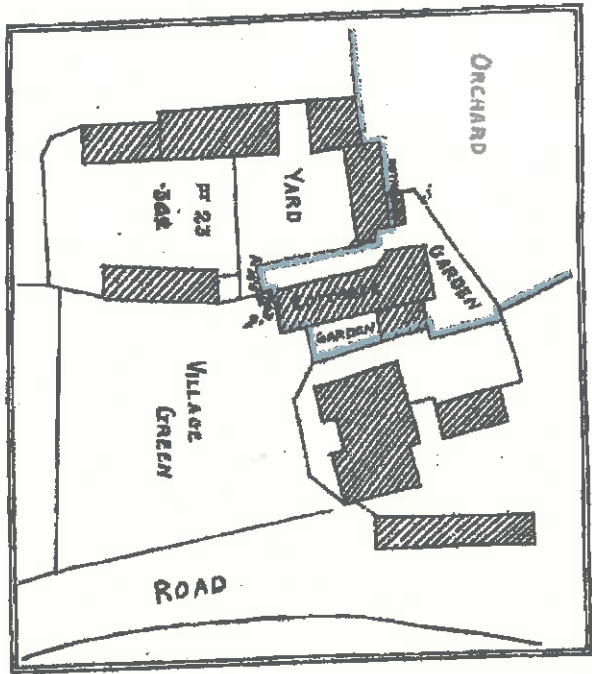
4.288
8.183
2.804
1.317
.967
.610
6.315
6.423
24.072

10.520
10.510
21.030

4.445
.819
1.141
9.591
1.253
10.873
12.196
.200
40.799

8.396
8.301
11.047
9.051
8.167
2.214
.302
4.408
1.107
41.043

Boyd Jones
Attorney



pink verge line Secondly $\overline{P, L, S}$ those two closes pieces or parcels of
Meadowland (now thrown together and occupied as one close of land) called
'The Holme Meadows' formerly stated to contain Nineteen acres two roods and
five perches but according to the Ordnance Survey containing 21.039 acres or
thereabouts and situate in the hamlet of Smockington in the Parish of
Burbage aforesaid on the North side of the Walling Street which said closes of
land are for the better identification thereof particularly delineated and
described in the said plan and thereon surrounded with a yellow verge line
Thirdly $\overline{P, L, S}$ and singular the messuage or farmhouse lands farm and
hereditaments known as 'The Smockington Hollow Farm' comprising
altogether forty and a half acres or thereabouts and situate in the Parish of
Blaybrooke in the said County of Leicester All which said premises are for
the better identification thereof particularly delineated and described in the said
plan and thereon surrounded with a brown verge line And also all the
estate and interest (if any) of the Vendor of and in the small piece or parcel
of land used as a garden situate on the East boundary of the field numbered 20
and hatched brown on the said plan And fourthly $\overline{P, L, S}$ and singular
the farm buildings closes of land hereditaments and premises comprising
altogether forty two acres or thereabouts and situate in Little Wigston in the
Parish of Blaybrooke aforesaid and for the better identification thereof particularly
delineated and described in the said plan and thereon surrounded with a green
verge line (the boundary between the said premises hereby conveyed and the
adjoining cottages of the Vendor which are retained by him being a line drawn
in continuation of the wall adjoining the steps to the granary to the point
marked A on the said plan attached hereto and thence to the point marked B
on the said plan)

Except and reserving unto the Vendor and his successors in title owner
or owners for the time being of the three cottages orchard and garden ground
coloured blue on the said plan and his and their tenants occupiers for the
time being of the said premises a right of way on foot or with horses and carts
or other vehicles through the entrance gate to the yard shown on the said map
plan from and to the said cottages and orchard and also across the said yard
and the field Number 22 on the said plan to and from the said garden
ground shown on the said plan and thereon coloured blue And also except
and reserving unto the Vendor and his successors in title owner and owners
and occupiers as aforesaid all rights of light air drainage and other rights in
the nature of easements or quasi easements appurtenant to the said premises
coloured blue on the said plan and hereto enjoyed therewith **CO HOLD**
the said hereditaments (together with all rights of light air drainage and other
rights in the nature of easements or quasi easements appurtenant to the same
and hereto enjoyed therewith) unto the Purchaser for an estate in fee simple in
possession

2 The Vendor hereby covenants with the Purchaser that he will within three
months from the date hereof erect and for ever thereafter maintain a sufficient

fence along the before mentioned boundary line between the said three cottages of the Vendor and the said yard comprised in the said hereditaments conveyed to the Purchaser.

The Vendor hereby acknowledges the right of the Purchaser to production and delivery of copies of the said Conveyance of the Twenty fifth March One thousand nine hundred and eighteen and made between the Reverend John Loane of the one part and the Vendor of the other part and hereby undertakes for the safe custody thereof.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by
the said Perry Loane in the
presence of -

W. H. Coates
Solicitor,
Rugby

Perry Loane

Signed Sealed and Delivered
by the said George Herbert
Bourne in the presence of -

W. H. Coates

G. H. Bourne

14th March 1939. By conveyance of this date a small piece of land containing four hundred and thirteen square yards situate at the junction of Watling Street and the road to Sharnford and forming part of No 9 coloured brown on the plan annexed hereto was conveyed to the Leicestershire County Council for the purpose of road improvement.

Approved by the Council of the County of Leicestershire on the 14th day of March 1939.

MEMORANDUM: By a Conveyance dated 10th July, 1906 all that Farm and lands known as Pear Tree Farm, Smockington, Near Hinckley in the County of Leicester with the farmhouse and other buildings thereon situate (being part of the property comprised in the within written document) was conveyed to Bhupinder Singh Sehgal and binds Sehgal as purchaser thereof who are entitled to the production of the within written document and to delivery of copies of it.

MEMORANDUM: By a Transfer dated 12th October, 1914 all that Farmhouse with the buildings and land attached known as The White House Smockington Hollow (formerly known as Smockington Hollow Farm) Smockington near Hinckley in the County of Leicester (being part of the property comprised in the within written document) was conveyed to Rodney Thomas Brown who is entitled to the production of the within written document and to delivery of copies of it.

MEMORANDUM: By a Deed dated 21st April 1915 made between Bertha Ellen Bourne and Ethel Bourne of the one part and Rodney Thomas Brown of the other part an Agreement relating to ownership of a boundary adjacent to The White House, Smockington Hollow was made.

October 29th September 1937

Mr Percy Stone

to

Mr R. H. Bourne

Correspondence

of

the Fossiliferous Sand known as Smockington
Shallow Sand, Forest and Forestland
situated at Smockington, Little Wymondley
and Blythburgh in the County of Lincoln

Ray Stock
Blythburgh



Official copy of register of title

Title number LT384321 Edition date 05.03.2009

- This official copy shows the entries on the register of title on 15 MAR 2018 at 14:15:06.
- 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 15 Mar 2018.
- 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 (09.03.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at The Green, Wigston Parva, Hinckley.

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 (09.03.2006) PROPRIETOR: BLABY DISTRICT COUNCIL of Council Offices, Desford Road, Narborough, Leicester LE19 2EP.

C: Charges Register

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

- 1 (05.03.2009) The land is subject to the rights granted by a Conveyance of land lying to the North West of the land in this title dated 1 January 1959 made between (1) Leonard Alfred Smith And Gordon Leslie Smith (2) Midland Bank Limited and (3) The Rural District Council Of Blaby.

NOTE: Copy filed under LT418793.

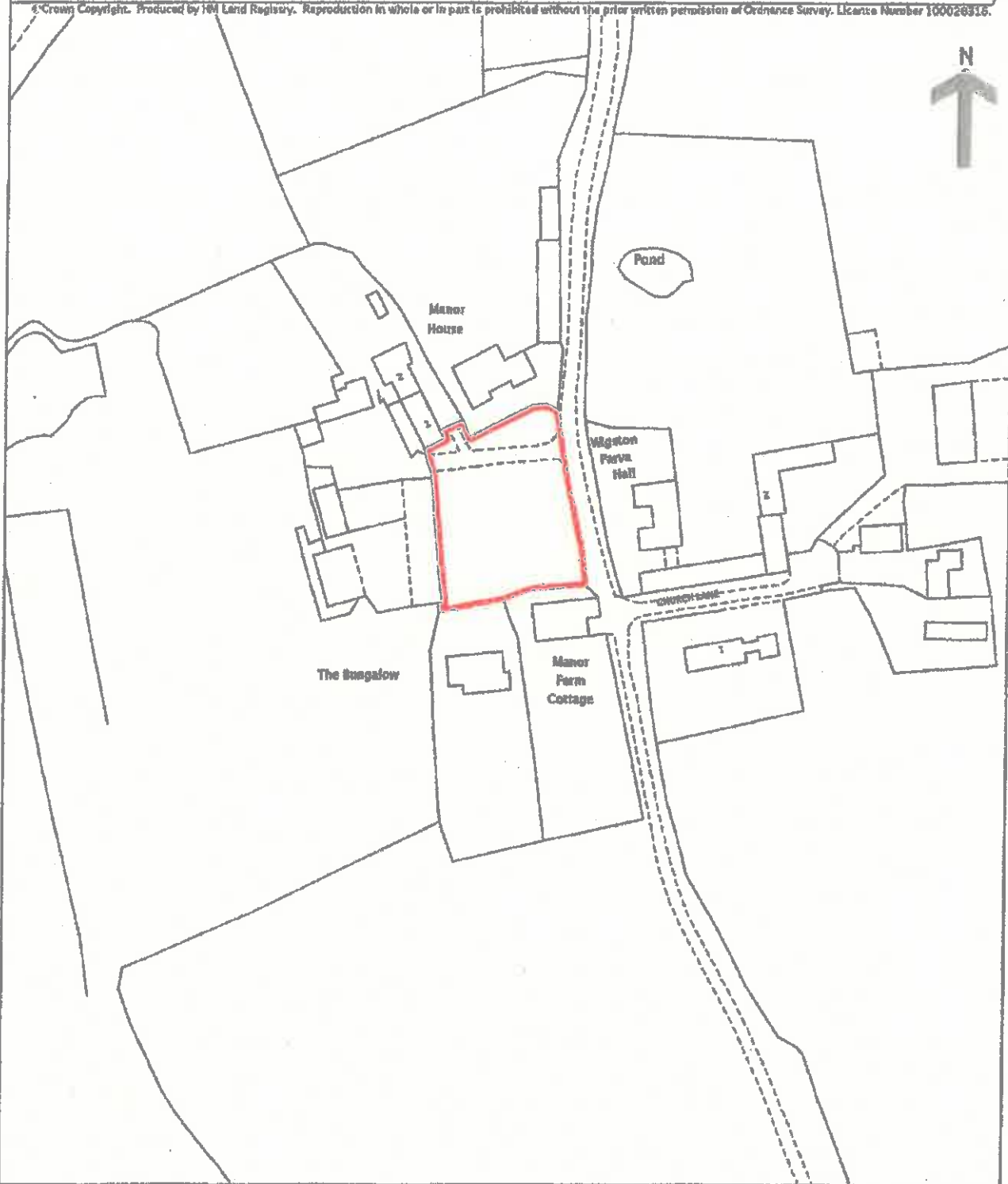
End of register

HM Land Registry
Official copy of
title plan

Title number **LT384321**
Ordnance Survey map reference **SP4689NE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Leicestershire : Blaby**



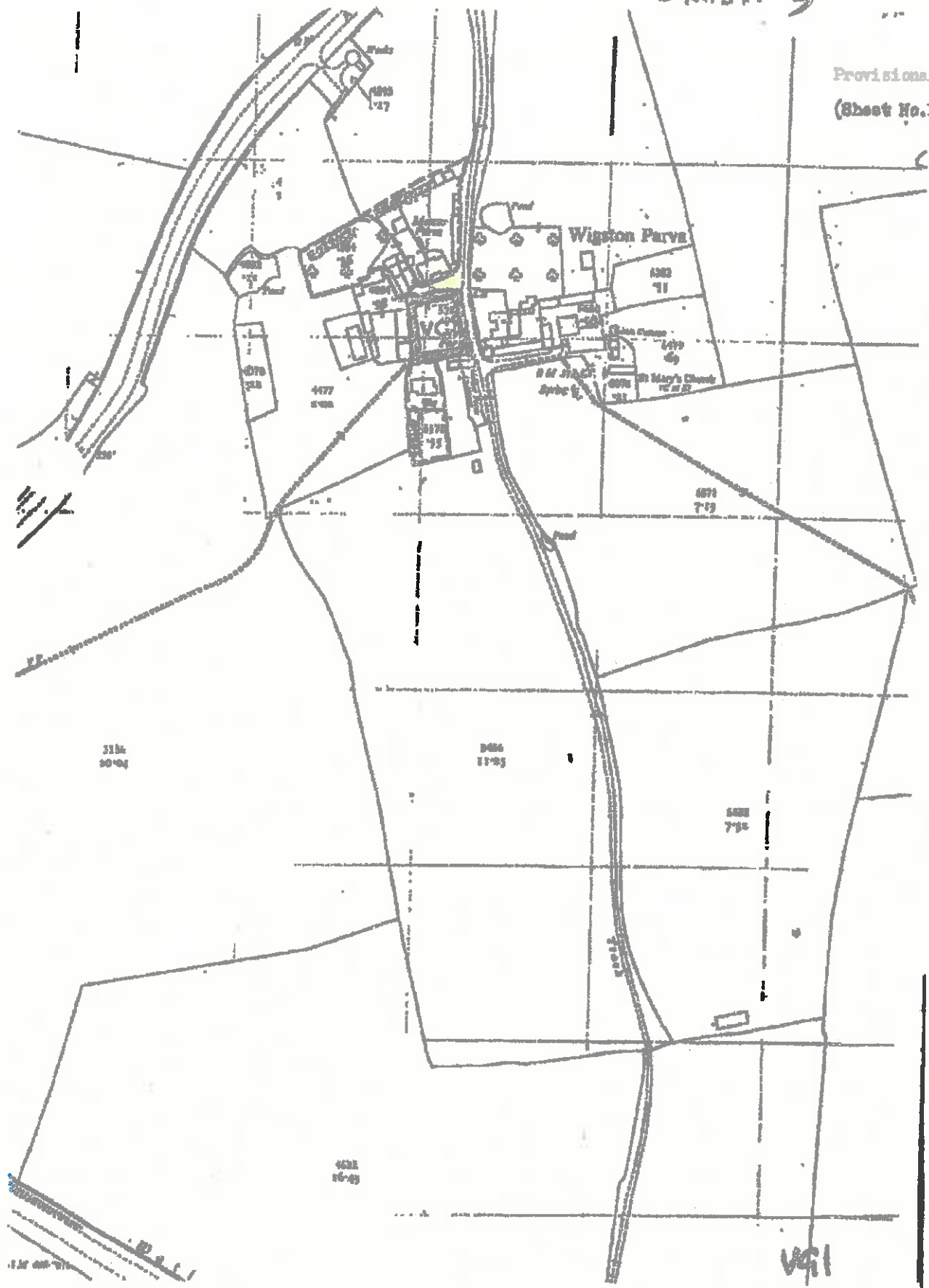
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"EXHIBIT 3"

Provisions
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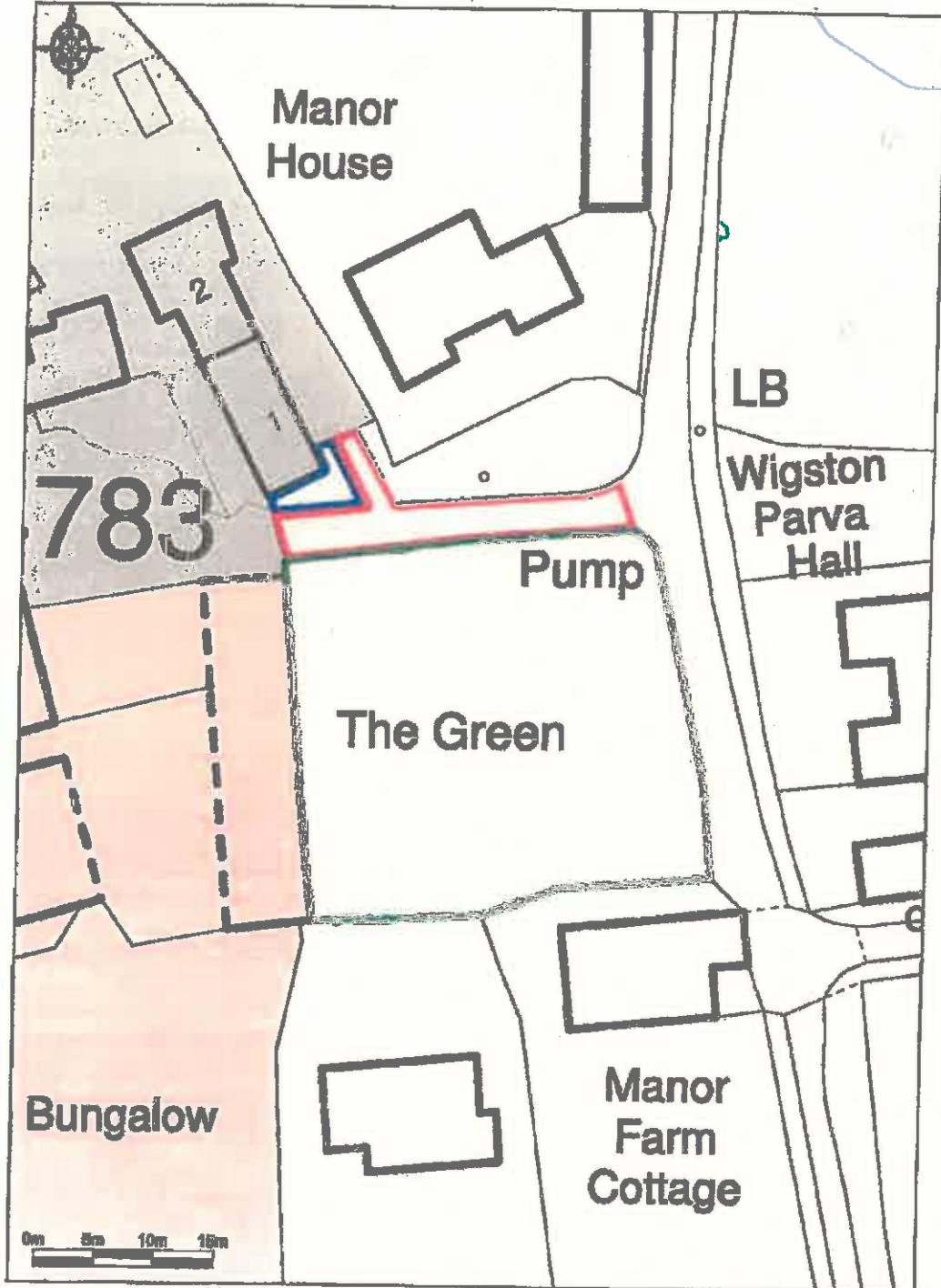


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EXHIBIT 4"

No's 1 & 2 The Green
Wigston Parva, Leicestershire

HOWKINS &
HARRISON



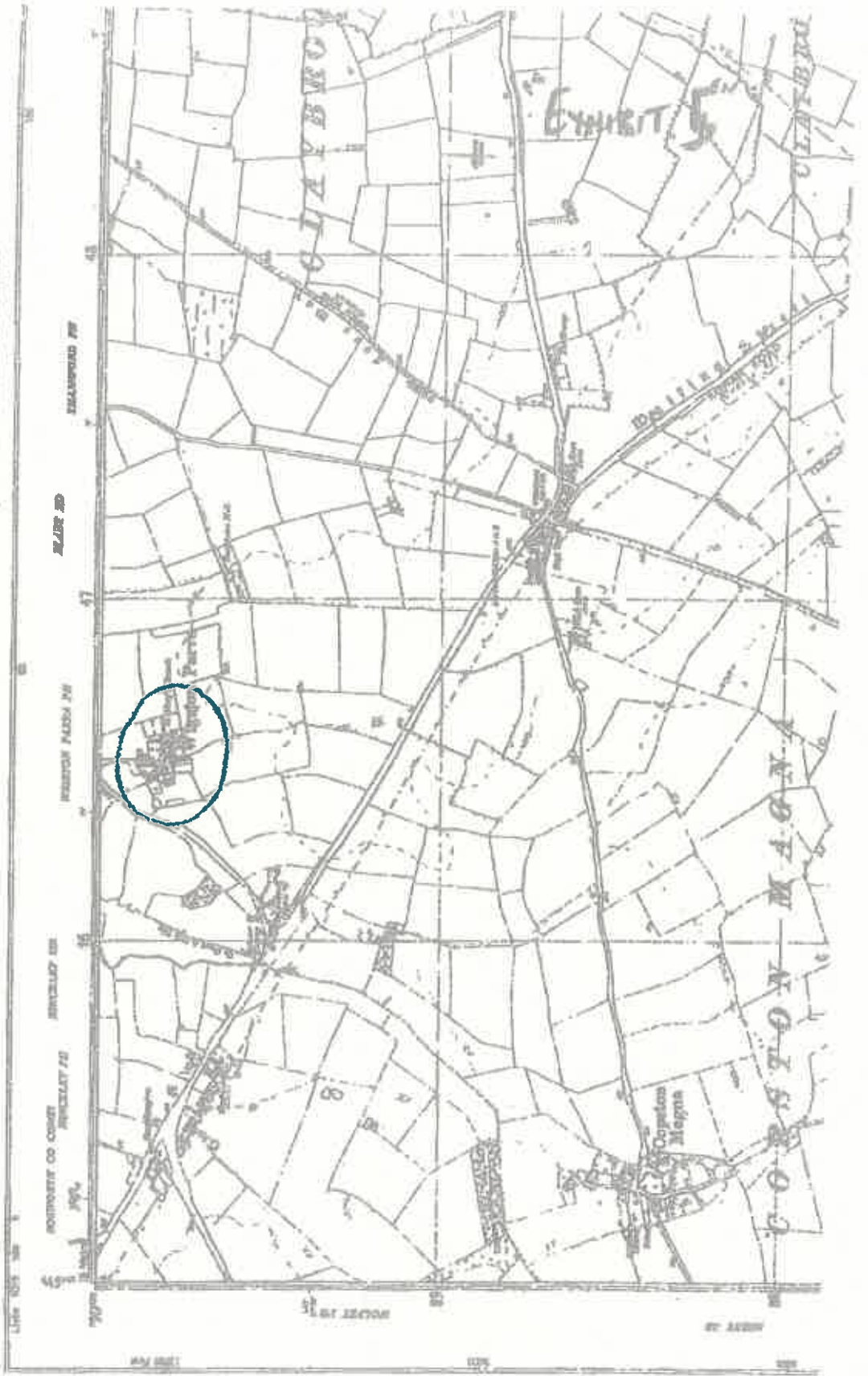
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ORDNANCE SURVEY
Scale 1:10,560 or 6 Inches to 1 Mile

SHEET SP 48 NE



DATED

26th March 2018

**STATUTORY DECLARATION CONFIRMING USE OF A RIGHT OF WAY OVER
A PRIVATE ROAD AND USE OF ADJOINING GARDEN LAND**

**RELATING TO HORSESHOE END, 1 THE GREEN, WIGSTON PARVA, LE10
3AN**



**HIREN SAVJANI
Solicitor
THOMAS FLAVELL & SONS
CHURCH WALK
HINCKLEY
LEICESTERSHIRE LE10 1DN**

I, Betty Bourne, of Horseshoe end, 1 The Green Wigston Parva LE10 3AN do solemnly and sincerely declare that:

1. I am the legal owner of the freehold land known as the freehold property at Horseshoe End, 1 The Green, Wigston Parva, LE10 3AN (2) the freehold property at 2 The Green, Wigston Parva, LE10 3AN (3) the freehold property at Land at Wigston Parva being part of the land comprised in a conveyance dated 29 September 1937 between (1) Percy Toone and (2) George Herbert Bourne, and (4) the freehold property at Garden at Wigston Parva and being part of the land comprised in a conveyance dated 11 June 1958 between (1) Percy Toone and (2) George Herbert Bourne (Benefiting Land) registered partly under Title numbers LT144868 and LT311980 and shown edged red on the plan (Plan 1) attached to this declaration and marked "Plan 1".

2. A private roadway (Road) shown edged pink on the plan attached to this declaration (Plan 2) marked "Plan 2" and forming part of the freehold land known as The Green, Wigston Parva, LE10 3AN (Neighbouring Land) registered under Title LT384321 shown edged green on Plan 2. I believe Blaby District Council of Council Offices, Desford Road, Narborough, Leicester LE19 2EP are the freehold owner of the Neighbouring Land.

3. The Road is approximately 5 metres wide as indicated by the measurements on Plan 2 and runs between the Benefiting Land and the public highway. It is unsurfaced and bounded on both sides by The Village Green as shown in the photographic plan attached to this declaration and marked "Plan 3".

4. During my period of ownership, I have occupied the Benefiting Land continuously as my only residence and farm. From 29th September 1937 to present, I and my family, guests and visitors have used the Road as the sole means of access between the Benefiting Land and the public highway on a regular basis by day and night. We have used the Road both for pedestrian and vehicular access with private motor vehicles and with agricultural farm machinery for all purposes in connection with the use of the Benefiting Land. The Road has been the main route of access to and from the farmyard within the Benefiting Land throughout my family's period of ownership.

5. To the best of my knowledge and belief, the right of way has always been exercised without force, secrecy or permission.

6. I therefore contend that a right of way with or without vehicles has always existed and has long since been acquired for the benefit of the Benefiting Land over the Road.
7. The Licensee who currently farms all of the Benefiting Land has also used the Road for vehicular access including with his agricultural machinery without issue or interruption.
8. I believe that my property (the Benefiting Land) benefits from service rights and in particular from a water main that runs across the Neighbouring Land (Village Green). My own water supply connects in to this main.
9. The land edged blue on Plan 2 (The Garden Land), and being part of the Neighbouring Land, directly abuts the Benefiting Land. My front door (being part of the Benefiting Land) opens out immediately onto the Garden Land.
10. I, my family members and our friends, guests and ^{LAND HR} visitors have gained access to the Benefiting Land by crossing over the ~~Front~~ Garden for my entire period of ownership in order to gain access to the Benefiting Land. Furthermore, I have occupied the Garden Land without permission or secrecy and without consent or licence for my entire period of ownership.
11. For the entire period of ownership, I have maintained the ~~Front~~ ^{LAND HR} Garden and treated it as if it belonged to me and my family. I have mowed and treated the Garden Land's grass and placed plant pots and other ornaments on it. I truly believe this Garden Land is mine and belongs to me.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declared at [ADDRESS] *HORSESHOE END, 1 THE GREEN, WIGSTON PARVA LE10 3AN*

on [DATE] *26th March 2018*

before me [NAME]. *HIREN SAVJANI*

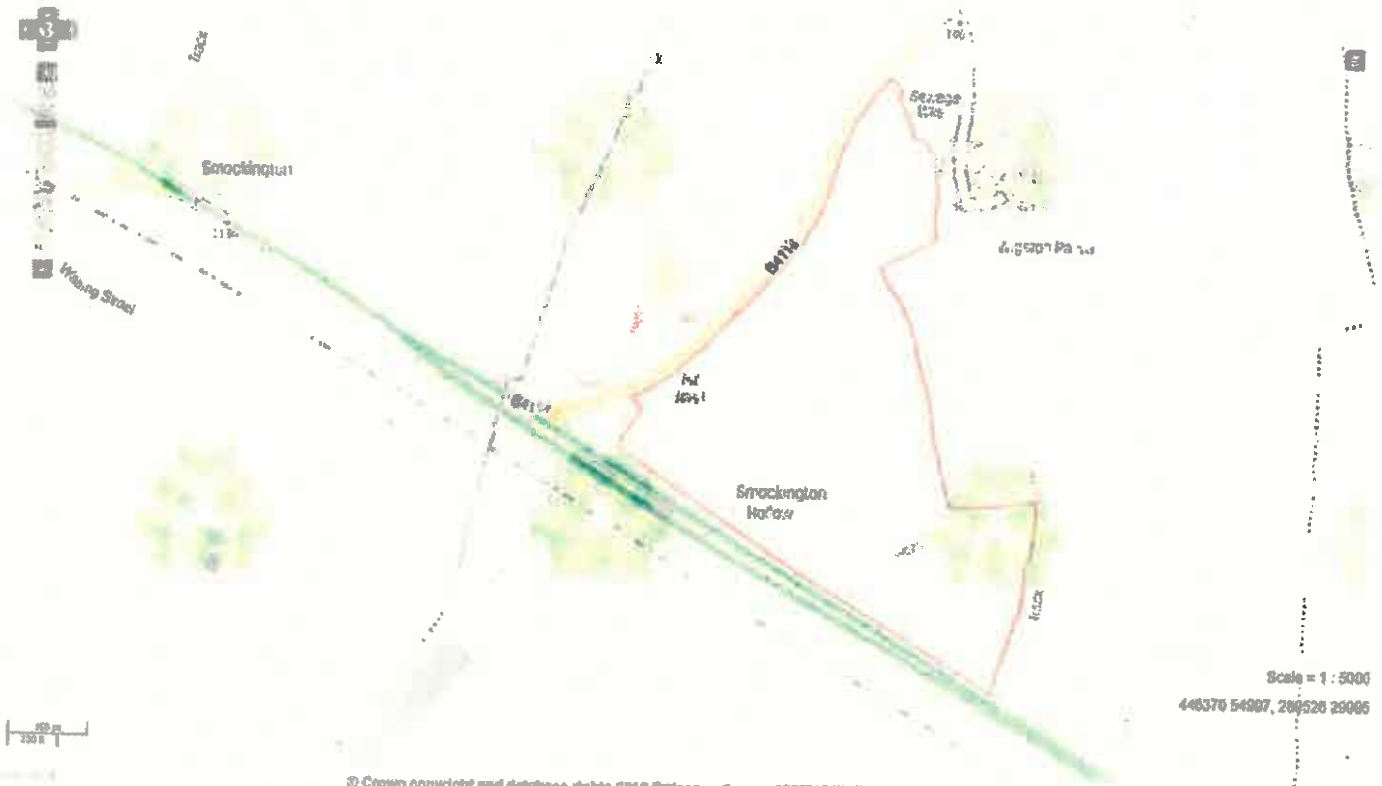
Signed.....*B. Bourne*.....

A commissioner for oaths or a solicitor empowered to administer oaths.

H. Savani

HIREN SAVJANI
Solicitor
THOMAS FLAVELL & SONS
CHURCH WALK
HINCKLEY
LEICESTERSHIRE LE10 1DN

Plan 1



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H. Savjani
HIREN SAVJANI
Solicitor
THOMAS FLAVELL & SONS
CHURCH WALK
HINCKLEY
LEICESTERSHIRE LE10 1DN

Betty Bourne.

No's 1 & 2 The Green
Wigston Parva, Leicestershire

HOWKINS &
HARRISON

Plan 2



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HIREN SAVJANI
Solicitor

THOMAS FLAVELL & SONS
CHURCH WALK
HINCKLEY
LEICESTERSHIRE LE10 1DN

Betty Bourne

No's 1 & 2 The Green
Wigston Parva, Leicestershire

HOWKINS &
HARRISON

Plan 3



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HIREN SAVJANI
Solicitor
THOMAS FLAVELL & SONS
CHURCH WALK
HINCKLEY
LEICESTERSHIRE LE10 1DN

Betty Bourne.

DATED

DEED OF EASEMENT FOR ACCESS AND SERVICE MEDIA

relating to

The Green, Wigston Parva, Hinckley

between

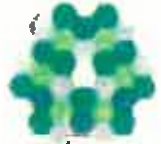
Blaby District Council

and

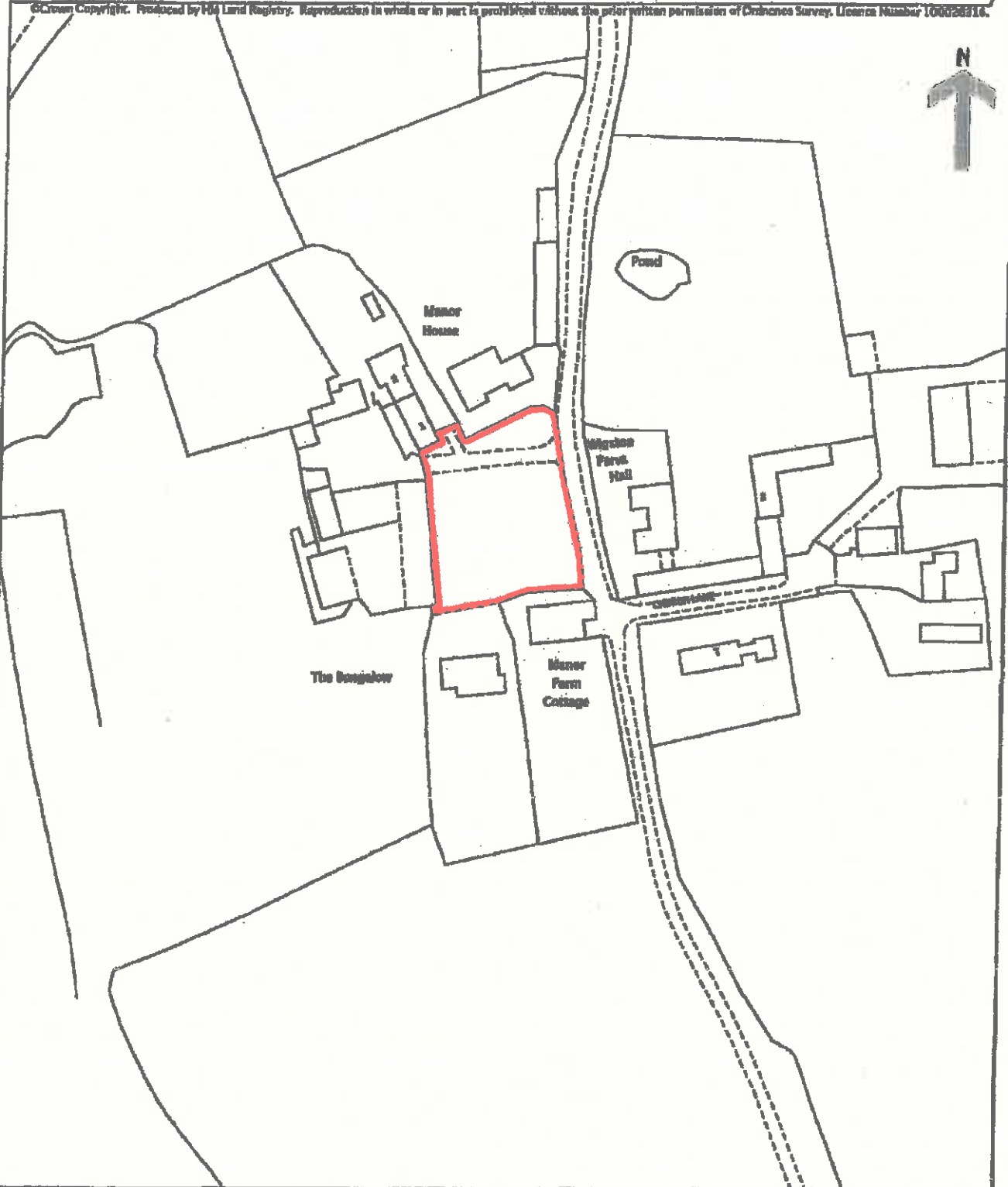
Betty Bourne

HM Land Registry
Official copy of
title plan

PLAN 1
Title number LT384321
Ordnance Survey map reference SP4689NE
Scale 1:1250 enlarged from 1:2500
Administrative area Leicestershire : Blaby



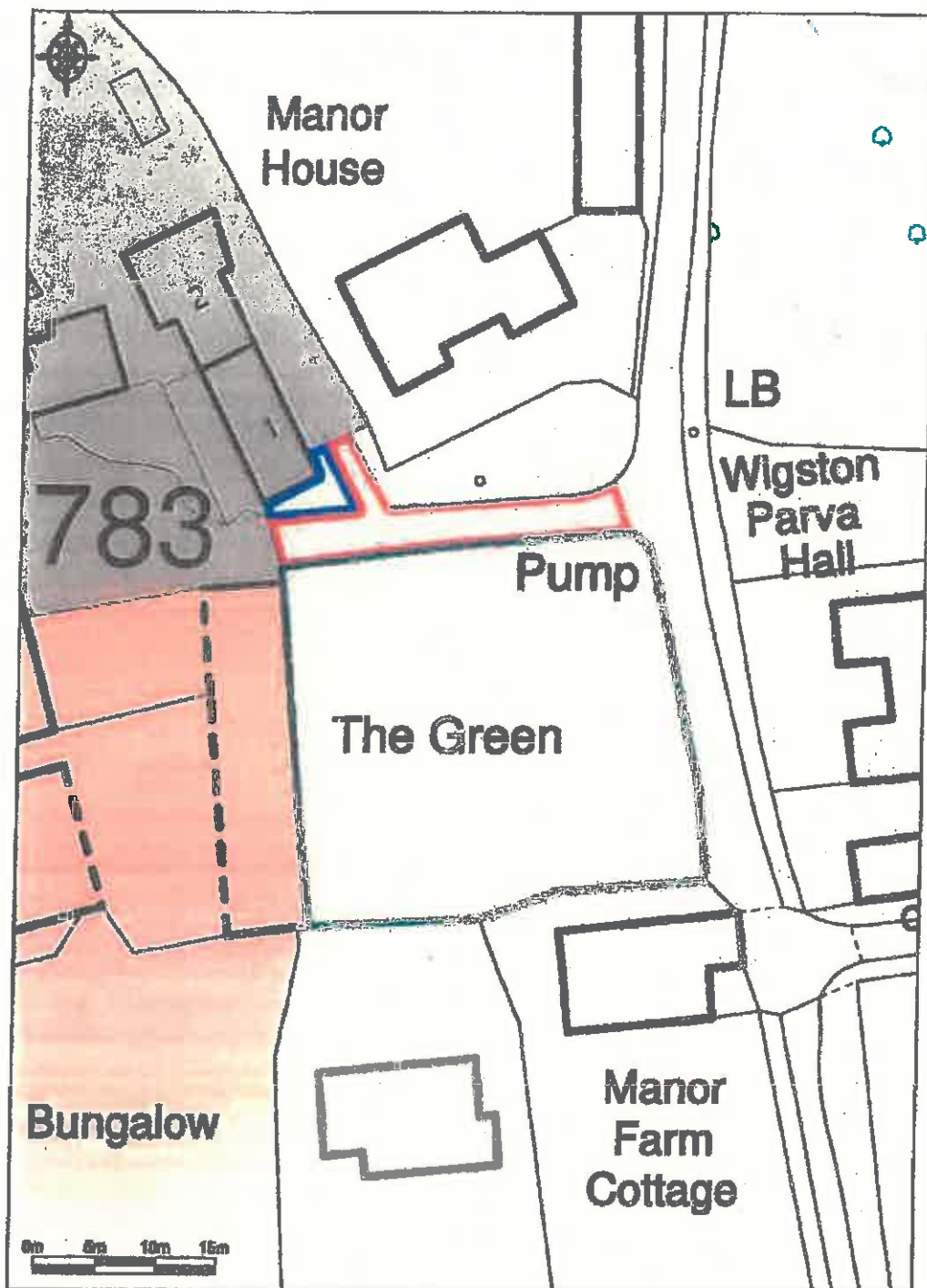
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PLAN 2'

No's 1 & 2 The Green
Wigston Parva, Leicestershire

**HOWKINS &
HARRISON**



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This deed is dated

HM Land Registry

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: LT384321

Administrative Area: Leicestershire

Grantee's Title Number LT311980, LT384321 and the Grantee's Property comprises additional Unregistered Land

Administrative Area: Leicestershire

Parties

- (1) Blaby District Council, Council offices, Desford Road, Narborough, Leicester, LE19 2EP (Grantor)
- (2) Betty Bourne of Horseshoe End, The Green, Wigston Parva, LE10 3AN (Grantee)

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Accessway: The roadway forming part of the Grantor's Property which is shown edged in pink on Plan 2.

Easement Strip: the land edged pink on Plan 2 which forms part of the Grantor's Property.

Grantee's Covenants: the covenants set out in Schedule 2.

Grantor's Property: all the property being Land at The Green, Wigston Parva, Hinckley shown edged red on Plan 1 and registered at HM Land Registry under title number LT38321.

Grantor's Covenants: the covenants set out in Schedule 3.

Grantee's Property: Is comprised of the following:

- Horseshoe End, 1 The Green, Wigston Parva, Hinckley, Leicestershire, LE10 3AN and registered under Land Registry title number LT144868
- 2 The Green, Wigston Parva, Hinckley, Leicestershire, LE10 3AN and registered under Land Registry title number LT311980
- Land at Wigston Parva edged red on the attached plan and being part of the land comprised in conveyance dated 29th September 1937 between (1) Percy Toone and (2) George Herbert Bourne – Unregistered
- Garden at Wigston Parva sowed shaded green on the attached plan and being part of the land comprised in conveyance dated 11th June 1958 between (1) Percy Toone and (2) George Herbert Bourne - Unregistered

Plan 1: the plan annexed to this deed labelled Plan 1

Plan 2: the plan annexed to this deed labelled Plan 2

Rights: the rights set out in Schedule 1.

Underground Service Media: the pipes, lines, wires, cables and other equipment identified in Schedule 4.

VAT: value added tax charged under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Any reference to the Grantor or Grantee shall include that party's personal representatives, successors in title or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to writing or written includes fax but not e-mail.
- 1.12 Any obligation in this agreement on a person not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Grant

- 2.1 In consideration of the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
- (a) subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed.
 - (b) in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. Grantor's covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. Grantee's covenants

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants.

5. HM Land Registry

5.1 The Grantor consents to notice of the Rights granted in this deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

5.2 On completion of this deed, the Grantee shall:

(a) apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.

(b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor have been properly and correctly entered against the respective titles.

6. Reservation of rights

The Grantor reserves to itself the Reserved Rights.

7. Indemnity

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

(a) the exercise of the Rights;

(b) the carrying out of any works permitted by this deed;

(c) any breach of any of the Grantee's Covenants;

(d) any breach of the terms of this deed;

by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

8. Joint and several liability

8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

8.3 The Grantor is not liable for the death of or injury to the Grantee [its employees, invitees] or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

9. Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

Underground Service Media rights

The rights, for the Grantee and those authorised by it at all times and in common with the Grantor and other persons having the same

- 1. The right for the Grantee and its successors in title and those authorised by it or them in common with the Grantor and other persons having the same right to pass with or without vehicles over and along The Accessway to and from the public highway to gain access to and egress from the Grantee's Property and for any other purpose connected with the use of the Grantee's property.**
- 2. The right to repair, replace and upgrade the surface of the Accessway.**
- 3. The right to enter the Grantor's Property with or without vehicles, plant and equipment (at the Grantee's expense and in a proper and workmanlike manner) to:**
 - (a) install the Underground Service Media within the Easement Strip and afterwards to retain, inspect, maintain, repair, alter, renew, replace and remove the Underground Service Media;**
 - (b) fell, trim or lop any trees, bushes and other vegetation on the Grantor's Property which obstruct or interfere with the exercise of the rights granted to the Grantee by this deed provided that the Grantee removes from the Grantor's Property all timber, wood and vegetation cut and leaves the Grantor's property neat and tidy**
- 4. The right to use and connect into all existing the Underground Service Media.**

Schedule 2 Grantee's covenants

The Grantee shall:

1. Statutory requirements

When exercising the Rights, comply with all laws governing the installation and use of the Underground Service Media.

Schedule 3 Grantor's covenants

1. Interference with Underground Service Media

The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Underground Service Media or interfere with, impede or obstruct the Grantee's access to or use of them.

2. Prohibited activity

The Grantor shall not:

- 2.1 erect any building or structure or plant on or beneath the Easement Strip.**
- 2.2 change the level of the surface, ground cover or composition of the Easement Strip.**
- 2.3 drill, dig or break up the land within the Easement Strip.**

Schedule 4 Description of Underground Service Media and associated equipment]

All sewers, drains, conduits, watercourse, pipes, cables wires and other channels or conduits now present or installed in the future for the passage of Service Media.

Schedule 5 Reserved Rights

The Grantor reserves the following rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

1. Right to carry out Grantee's obligations

The right to enter onto the Easement Strip at any time to carry out any obligation of the Grantee contained in this deed provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

Signature

Signed as a deed by Betty Bourne in
the presence of:

B. Bourne
SIGNATURE OF Grantor

[Handwritten Signature]
SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION Connae Sutton (Solicitor)
OF WITNESS C/o Lord Solicitors

Signed under the Common Seal of Blaby District Council:		
..... SIGNATURE OF OFFICER		

DATED

DEED OF EASEMENT FOR ACCESS AND SERVICE MEDIA

relating to

The Green, Wigston Parva, Hinckley

between

Blaby District Council

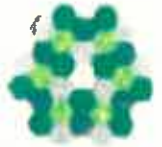
and

Betty Bourne

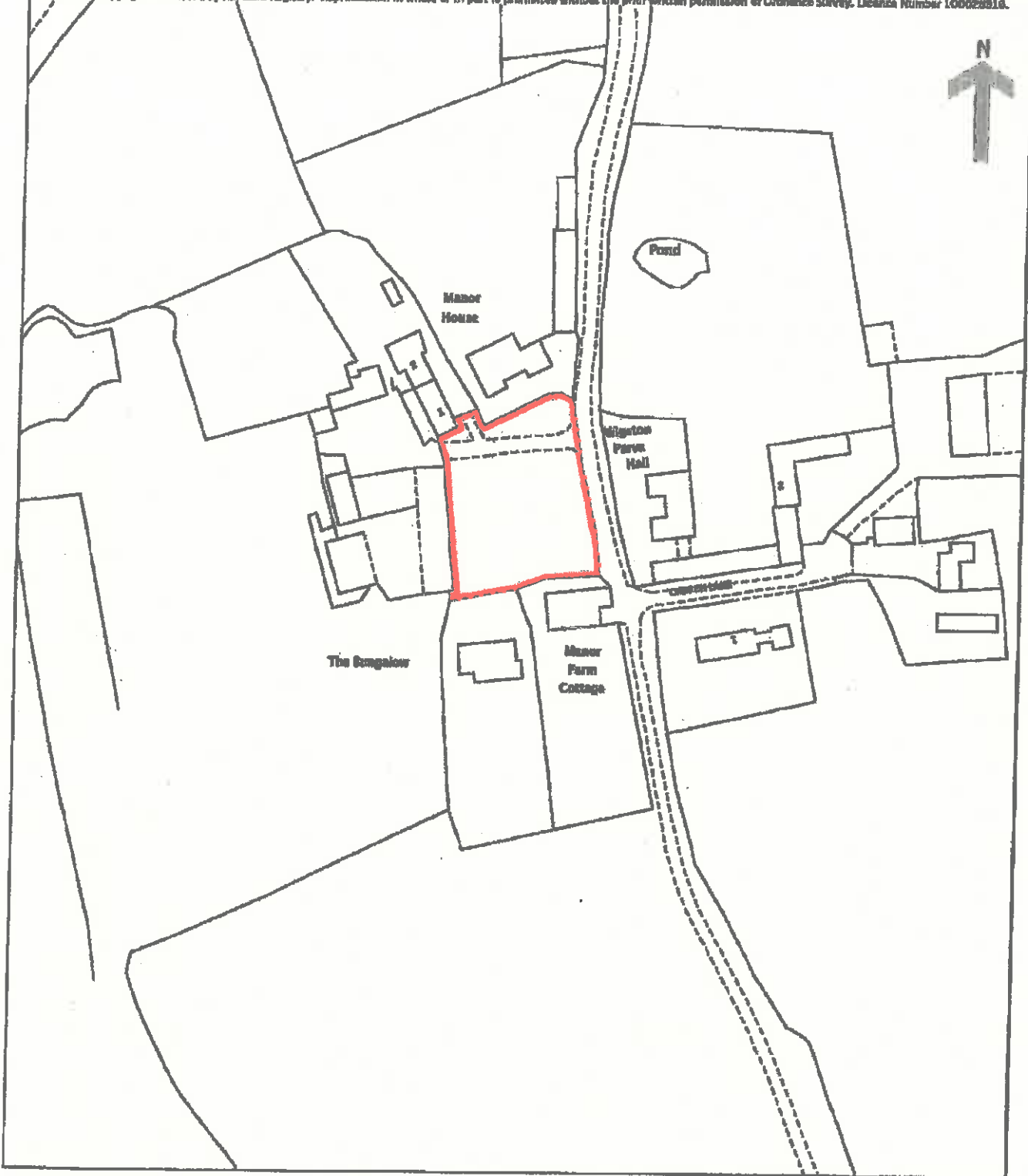
HM Land Registry
Official copy of
title plan

Title number LT384321
Ordnance Survey map reference SP4689NE
Scale 1:1250 enlarged from 1:2500
Administrative area Leicestershire : Blaby

PLAN 1



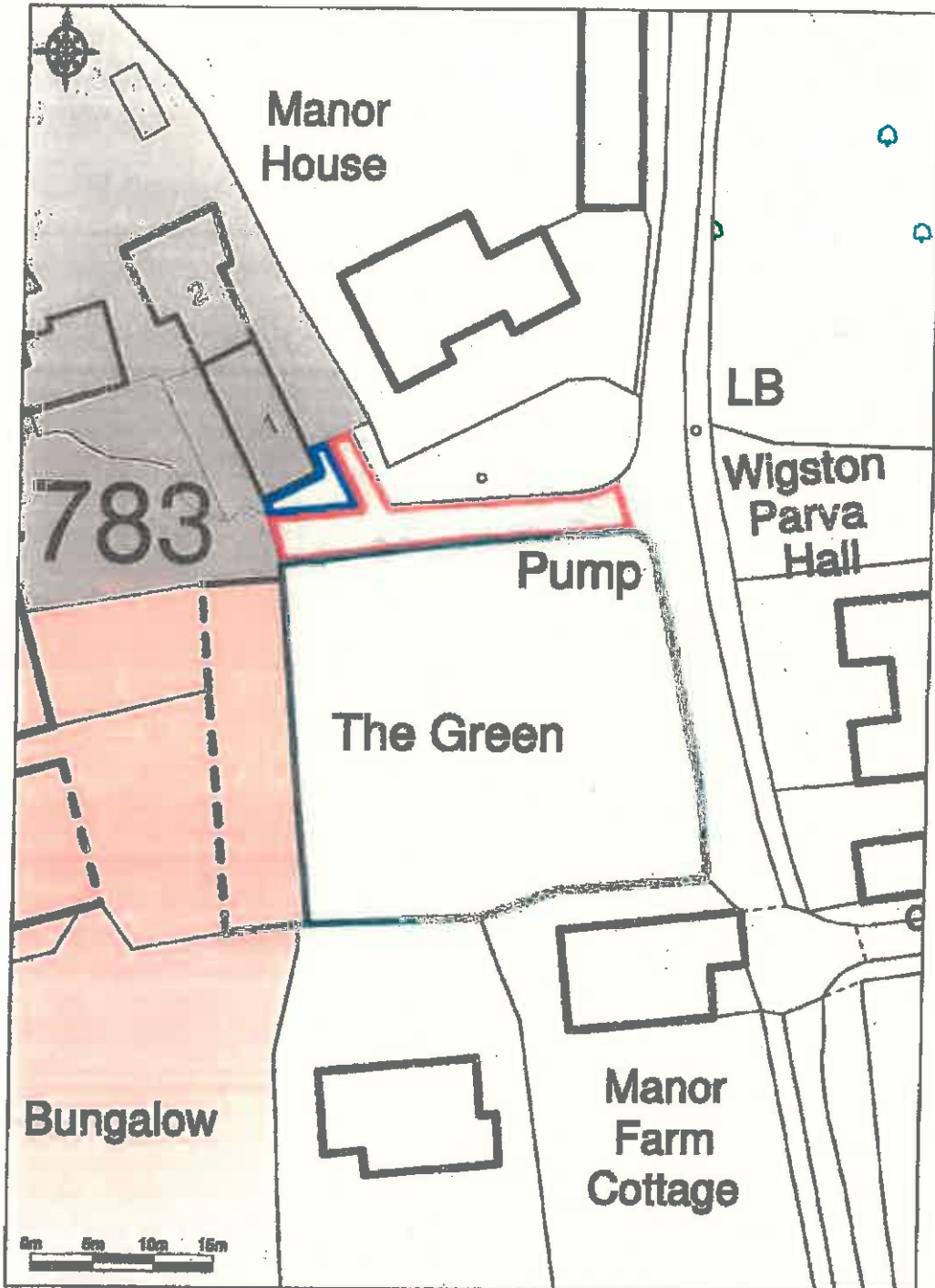
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PLAN 2'

No's 1 & 2 The Green
Wigston Parva, Leicestershire

**HOWKINS &
HARRISON**



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HM Land Registry

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Administrative Area: Leicestershire

Grantee's Title Number LT311980, LT384321 and the Grantee's Property comprises additional Unregistered Land

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Grantee's Property: is comprised of the following:

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- Land at Wigston Parva edged red on the attached plan and being part of the land comprised in conveyance dated 29th September 1937 between (1) Percy Toone and (2) George Herbert Bourne – Unregistered
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Plan 1: the plan annexed to this deed labelled Plan 1

Plan 2: the plan annexed to this deed labelled Plan 2

Rights: the rights set out in Schedule 1.

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VAT: value added tax charged under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

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- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.8 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
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- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
- (a) subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed.
 - (b) in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. Grantor's covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. Grantee's covenants

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants.

5. HM Land Registry

5.1 The Grantor consents to notice of the Rights granted in this deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

5.2 On completion of this deed, the Grantee shall:

(a) apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.

(b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, to show that the Rights and any restrictive covenants made by the Grantor have been properly and correctly entered against the respective titles.

6. Reservation of rights

The Grantor reserves to itself the Reserved Rights.

7. Indemnity

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) the carrying out of any works permitted by this deed;
- (c) any breach of any of the Grantee's Covenants;
- (d) any breach of the terms of this deed;

by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

8. Joint and several liability

8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to any one of those persons without affecting the liability of any other of them.

8.3 The Grantor is not liable for the death of or injury to the Grantee (its employees, invitees) or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

9. Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

Underground Service Media rights

The rights, for the Grantee and those authorised by it at all times and in common with the Grantor and other persons having the same

- 1. The right for the Grantee and its successors in title and those authorised by it or them in common with the Grantor and other persons having the same right to pass with or without vehicles over and along The Accessway to and from the public highway to gain access to and egress from the Grantee's Property and for any other purpose connected with the use of the Grantee's property.**
- 2. The right to repair, replace and upgrade the surface of the Accessway.**
- 3. The right to enter the Grantor's Property with or without vehicles, plant and equipment (at the Grantee's expense and in a proper and workmanlike manner) to:**
 - (a) Install the Underground Service Media within the Easement Strip and afterwards to retain, inspect, maintain, repair, alter, renew, replace and remove the Underground Service Media;**
 - (b) fell, trim or lop any trees, bushes and other vegetation on the Grantor's Property which obstruct or interfere with the exercise of the rights granted to the Grantee by this deed provided that the Grantee removes from the Grantor's Property all timber, wood and vegetation cut and leaves the Grantor's property neat and tidy**
- 4. The right to use and connect into all existing the Underground Service Media.**

Schedule 2 Grantee's covenants

The Grantee shall:

1. Statutory requirements

When exercising the Rights, comply with all laws governing the installation and use of the Underground Service Media.

Schedule 3 Grantor's covenants

1. Interference with Underground Service Media

The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Underground Service Media or interfere with, impede or obstruct the Grantee's access to or use of them.

2. Prohibited activity

The Grantor shall not:

- 2.1 erect any building or structure or plant on or beneath the Easement Strip.**
- 2.2 change the level of the surface, ground cover or composition of the Easement Strip.**
- 2.3 drill, dig or break up the land within the Easement Strip.**

Schedule 4 Description of Underground Service Media and associated equipment]

All sewers, drains, conduits, watercourse, pipes, cables wires and other channels or conduits now present or installed in the future for the passage of Service Media.

Schedule 5 Reserved Rights

The Grantor reserves the following rights for itself, its successors in title and all other persons authorised by it to benefit from the same:

1. Right to carry out Grantee's obligations

The right to enter onto the Easement Strip at any time to carry out any obligation of the Grantee contained in this deed provided that in so doing the Grantor will cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

Signature

Signed as a deed by Betty Bourne in
the presence of:

B. Bourne

SIGNATURE OF Grantor

[Handwritten signature]

SIGNATURE OF WITNESS

NAME, ADDRESS AND OCCUPATION

OF WITNESS

*Cornie Giron (Solicitor)
64th Wood Sorocow*

Signed under the Common Seal of Blaby District Council:		
..... SIGNATURE OF OFFICER		

Land Registry
Transfer of part of registered title(s)

TP1

1	Title number(s) out of which the property is transferred: LT384321
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at the North West Corner of The Green, Wigston Parva, Hinckley. The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: Edged blue. <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Blaby District Council of Council Offices, Desford Road, Narborough, Leicester LE19 2EP <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Betty Bourne <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

No's 1 & 2 The Green
Wigston Parva, Leicestershire

**HOWKINS &
HARRISON**



Promap
LANDMARK SURVEILLANCE GROUP

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with the sanction of the Controller of Her Majesty's Stationery Office.
Crown Copyright Reserved.

7	<p>Transferee's intended address(es) for service for entry in the register: Horseshoe End, The Green, Wigston Parva LE10 3AN</p>										
8	<p>The transferor transfers the property to the transferee</p>										
9	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>										
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>										
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>										
12	<p>Additional provisions</p> <p>1. Definitions and interpretation</p> <p>1.1 In this transfer the following words and expressions have the following meanings:</p> <table border="0"> <tr> <td data-bbox="212 1429 794 1462">"Conduits"</td> <td data-bbox="802 1429 1465 1529">sewers, drains, watercourses, pipes, cables, wires and other channels or conduits now present or installed in the future for the passage of Services.</td> </tr> <tr> <td data-bbox="212 1541 794 1574">"Plan"</td> <td data-bbox="802 1541 1465 1574">the plan attached to this transfer.</td> </tr> <tr> <td data-bbox="212 1585 794 1619">"Retained Land"</td> <td data-bbox="802 1585 1465 1653">the land comprised in the Title Number (excluding the Property)</td> </tr> <tr> <td data-bbox="212 1664 794 1697">"Services"</td> <td data-bbox="802 1664 1465 1765">water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel oil and other similar services.</td> </tr> <tr> <td data-bbox="212 1776 794 1809">"Title Matters"</td> <td data-bbox="802 1776 1465 1877">the agreements, covenants, restrictions, stipulations and other matters contained or referred to in the title registered under the Title Number</td> </tr> </table> <p>1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.</p> <p>1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.</p>	"Conduits"	sewers, drains, watercourses, pipes, cables, wires and other channels or conduits now present or installed in the future for the passage of Services.	"Plan"	the plan attached to this transfer.	"Retained Land"	the land comprised in the Title Number (excluding the Property)	"Services"	water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel oil and other similar services.	"Title Matters"	the agreements, covenants, restrictions, stipulations and other matters contained or referred to in the title registered under the Title Number
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2. Rights granted for the benefit of the Property

2.1 The transfer is made together with the following rights over the Retained Land for the benefit of the Property:

2.1.1 **Services** - the right in common with the owners of the Retained Land and those authorised by them to connect to and use any Conduits in, on, under or over the Retained Land for the passage of Services to and from the Property. The benefit of this right is subject to the owners of the Property paying to the owners of the Retained a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning any of the Conduits used in common between the Property and the Retained Land and all of such costs so incurred in relation to any Conduits which serve only the Property.

2.1.2 **Right of way** - a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roadway shown for identification edged pink on the Plan at all times and for all purposes.

2.1.3 **Entry** - the right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land with or without workmen, plant and equipment to:

2.1.3.1 repair, maintain, replace, renew, clean, connect to and sever connections with any Conduits over which rights are granted by this transfer; and

2.1.3.2 repair, maintain, decorate, replace, renew and clean any buildings or fences on the Property or boundary fences or party walls between the Retained Land and the Property Land in the exercise of this right].

2.2 The rights of entry granted by this transfer are subject to the owners of the Property:

2.2.1 causing as little inconvenience as reasonably practicable to the owners of the Retained Land in the exercise of these rights; and

2.2.2 making good as soon as reasonably practicable all damage caused to the Retained Land and any buildings from time to time on it to the reasonable satisfaction of the owners of the Retained Land.

3. Rights reserved for the benefit of the Retained Land

3.1 The following rights over the Property are reserved for the benefit of the Retained Land:

3.1.1 **Services** - the right in common with the owners of the Property and those authorised by them to connect to and use any Conduits in, on, under or over the Property for the passage of Services to and from the Retained Land. The benefit of this right is subject to the owners of the Retained Land paying to the owners a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning any of the Conduits used in common between the Property and the Retained Land and all of such costs so incurred in relation to any Conduits which serve only the Retained Land.

4. Restrictions and other entries on the register

4.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in clause 2.1 to be noted on the title number of the Property.

4.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in clause 3.1 to be noted on the title number(s) of the Retained Land.

13 Execution

EXECUTED as a deed by affixing
the common seal of
Blaby District Council
in the presence of:

)
)
)
)

Director

Director / Secretary

SIGNED as a deed by
Betty Bourne

) B Bourne
)

In the presence of a witness

Witness Signature

[Handwritten Signature] (Solicitor)

Witness Name, Address and Occupation

)
Carole G. [unclear]
Cocks (COTD Solicitor)

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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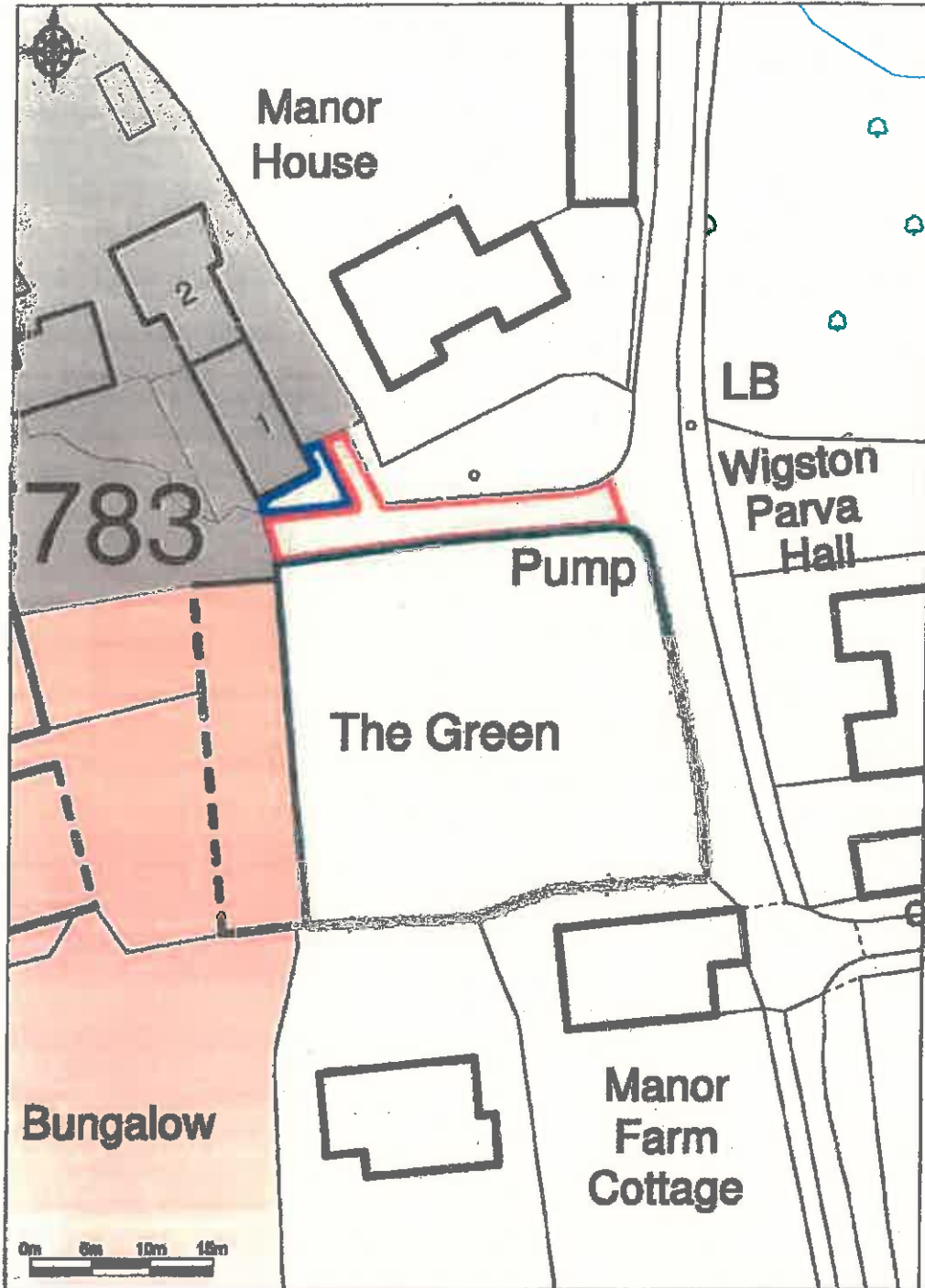
Land Registry
Transfer of part of registered title(s)

TP1

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No's 1 & 2 The Green
Wigston Parva, Leicestershire

**HOWKINS &
HARRISON**



Promap
LANDMARK OFFICE DESIGN GROUP

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with the sanction of the Controller of HM Stationary Office.
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7	<p>Transferee's intended address(es) for service for entry in the register Horseshoe End, The Green, Wigston Parva LE10 3AN</p>										
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2. Rights granted for the benefit of the Property

2.1 The transfer is made together with the following rights over the Retained Land for the benefit of the Property:

2.1.1 Services - the right in common with the owners of the Retained Land and those authorised by them to connect to and use any Conduits in, on, under or over the Retained Land for the passage of Services to and from the Property. The benefit of this right is subject to the owners of the Property paying to the owners of the Retained a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing and cleaning any of the Conduits used in common between the Property and the Retained Land and all of such costs so incurred in relation to any Conduits which serve only the Property.

2.1.2 Right of way - a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roadway shown for identification edged pink on the Plan at all times and for all purposes.

2.1.3 Entry - the right for the owners of the Property and those authorised by them to enter and remain upon so much as is necessary of the Retained Land with or without workmen, plant and equipment to:

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2.2.1 causing as little inconvenience as reasonably practicable to the owners of the Retained Land in the exercise of these rights; and

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13 Execution

EXECUTED as a deed by affixing
the common seal of
Blaby District Council
in the presence of:

)
)
)
)

Director
Director / Secretary

SIGNED as a deed by
Betty Bourne

) B. Bourne
)

In the presence of a witness

Witness Signature

[Signature] (Solicitor)

Witness Name, Address and Occupation

)
Counsellor
Coventry Road
Coventry

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

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