

Date

27th February

2025

PAULINE ROSA TAYLOR

UNILATERAL UNDERTAKING

Made pursuant to Section 106 of the Town and Country Planning Act 1990 relating to the
development of land at the corner of The Green and Pipe Lane, Orton-on-the-Hill,
Leicestershire

Planning Application Reference: 24/00284/OUT

THIS DEED is made the 27th day of February 2025

BY THE OWNER:

- (1) **MS PAULINE ROSA TAYLOR** of Gorton Green, Longdon, Rugeley, WS15 4NN
("the Applicant")

WHEREAS: -

1. The Owner is the freehold owner of land at the corner of The Green and Pipe Lane, Orton-on-the-Hill which is registered at the Land Registry under title number LT534342 which the Site forms part of as shown edged red on the Plan.
3. The Applicant submitted the Application as hereinafter defined to Hinckley & Bosworth Borough Council for the development of the Site, which was refused on 30 August 2024 and the Applicant subsequently submitted the Appeal against the Borough Council's refusal of the Application.
4. The Owner and the Applicant is prepared to enter this Deed to secure the planning obligations it creates in the event that the Planning Permission is granted pursuant to the Appeal.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Definitions

In this Deed the following words and expressions shall unless the context otherwise requires have the precise meaning set out below:

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Appeal"	means the appeal to the Secretary of State in relation to the Borough Council's refusal of the Application;
"Application"	means an application for outline planning permission submitted to Hinckley & Bosworth Borough Council for the Development and validated on 10 April 2024 with allocated reference number 24/00284/OUT;

"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended);
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, earthworks, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
"Decision Letter"	means the decision letter issued by or on behalf of the Secretary of State confirming whether or not the Appeal is allowed;
"the Development"	means the outline planning application seeking planning permission for the erection of one self-build/custom build dwelling to be carried out pursuant to the Planning Permission;
"Dwelling"	means a residential unit to be constructed on the Site pursuant to the Planning Permission and "Dwelling" shall be construed accordingly;
"Occupation"	means occupation of the Development (or relevant part thereof as the context requires) for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy", "Occupied" and "Occupations" shall be construed accordingly;

"Planning Permission"	means the planning permission which may be granted by the Secretary of State pursuant to the Appeal;
"the Plan "	means the plan attached to this Deed;
"Secretary of State"	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function;
"Site"	means the area of land subject of the Application and against which this Deed may be enforced as shown edged red on the Plan;
"Working Days"	means any day (apart from Saturday, Sunday, Christmas Eve, Christmas Day, Boxing Day, Good Friday, Easter Monday and any other statutory bank holiday) on which banks in England are open for the transaction of ordinary business.

2. Interpretation

- 2.1 The expressions "the Owner" "the Applicant" and "the Borough Council" shall include their respective successors in title and assigns and/or any successor body.
- 2.2 Where appropriate the singular includes the plural and vice versa.
- 2.3 Words importing one gender include all other genders.
- 2.4 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to the clauses schedules and paragraphs of schedules contained within this Deed.
- 2.5 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted.
- 2.6 The obligations herein relate to the Site and each and every part thereof.

- 2.7 Any matter that requires the consent or approval or agreement of any party shall be subject to the proviso that such consent or approval or agreement shall not be unreasonably withheld or delayed.
- 2.8 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

3. Liability of the Owners for the Covenants herein

- 3.1 The covenants and obligations on the part of the Owner herein shall bind the Owner and in respect of such part or parts of the Site vested in them and they shall be jointly and severally liable for the breach of any covenant or obligation contained within this Deed provided that no such person shall be liable for any breach which occurs after they have parted with their entire interest in that part of the Site in which the breach occurs but without prejudice to any liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.

4 Enabling Powers

- 4.1 This Deed is made pursuant to the provisions of Section 106 of the Act and shall constitute and shall be deemed to contain planning obligations for the purposes of Section 106 of the Act and in the event of a breach it shall be enforceable by the Borough Council as local planning authority pursuant to all powers enabling and all enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and shall bind the then Owners' respective interest in the Site subject to the exceptions set out at Clause 6.
- 4.2 Without prejudice to the generality to clause 4.1 this Deed is further made pursuant to Sections 111 and 120 of the Local Government Act 1972 and Section 1 Localism Act 2011 insofar as the same may be relevant to the enforcement of the obligations contained herein.

5 Conditions Precedent

5.1 This Deed is conditional and shall only have effect upon:

5.1.1 the grant of Planning Permission; and

5.1.3 the Commencement of the Development

save for the provisions of this clause 5 and clauses 9 – 20 which shall come into effect immediately upon completion of this Deed.

5.2 For the avoidance of doubt this Deed is entered into on the understanding that in the event of the Planning Permission being quashed as a result of any legal proceedings or revoked pursuant to Section 97 of the Act or expires before the Commencement of Development then this Deed shall absolutely determine and shall become null and void.

5.3 In the event that in determining the Appeal the Secretary of State (or its Inspector) expressly states in his or her Decision Letter that any of the planning obligations contained in this Deed (or any part thereof):

5.3.1 is not a material planning consideration; or

5.3.2 can be given no weight in determining the Appeal; or

5.3.3 does not meet the statutory tests as set out in Regulation 122 of the CIL Regulations

then such planning obligation(s) or part thereof shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed save as set out in the Decision Letter and (for the avoidance of doubt) the remaining provisions of this Deed shall have effect and remain fully enforceable

6. Liability

6.1 The covenants contained in this Deed shall not be enforceable against:

6.1.1 utility companies in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or any of the operational functions of such companies; or

6.1.2 anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant.

7. Monitoring

7.1 The Owner hereby agrees to notify the Borough Council (by way of the S106 Monitoring Officer of the Borough Council) of the following:

7.1.1 The Commencement of Development, within seven days of the same occurring PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed;

7.1.2 The first Occupation of each Dwelling.

8. The Owner's Covenant with the District Council

8.1 The Owner **COVENANTS** with the Borough Council to fully perform and observe the covenants set out in **SCHEDULE** to this Deed.

9. Notices

9.1 Any notice consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by prepaid first class post Recorded Delivery post

9.2 The address for service of any such notice consent or approval as aforesaid shall be on all of the parties at the addresses aforesaid or such other address for service as shall have been previously notified in writing by the parties to all the other parties to this Deed.

9.3 A notice consent or approval under this Deed shall be deemed to have been served as follows:

9.3.1 if personally delivered at the time of delivery

9.3.2 at the expiration of forty eight hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom

9.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a prepaid first class or Recorded Delivery envelope (if appropriate)

10. Registration of the Deed

10.1 This Deed shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Borough Council.

11. Waiver

11.1 No waiver (whether expressed or implied) by the Borough Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. Change in Ownership

12.1 Save for any disposal to a statutory undertaker/utility company the Owner agrees with the Borough Council to give the Borough Council written notice as soon as is reasonably practicable of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been completed and / or satisfied such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

13. Jurisdiction

13.1 This Deed is governed by and interpreted in accordance with the law of England.

14. Variation of Deed

14.1 No variation or amendment to this Deed shall be valid unless in writing and signed by or on behalf of all the parties referred to in this Deed save where such party no longer has any interest in the Site which is the subject of the variation in which case the variation shall be signed by the owner for the time being of the Site but not any statutory undertaker who acquires an interest in the Site for operational purposes.

15. Conduct and Certificate of Satisfaction

- 15.1 Any party to this Deed may make application to the Borough Council and for written confirmation to the effect that any of the provisions of this Deed have been completed and/or satisfied.
- 15.2 Where the Borough Council's approval of details is required pursuant to planning obligations contained within this Deed, the Owner shall pay a fee to the Borough Council when submitting an application for approval of details and such fee shall be in accordance with the Borough Council's schedule of fees and charges in force at the date of the application

16. Application of Deed

- 16.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or reserved matters approvals granted pursuant to it) granted after the date of this Deed.

17. Monitoring

- 17.1 The Owner shall pay to the Borough Council prior to the Commencement of Development the sum of £349.00 in respect of the monitoring of the obligations in this Deed.

18. Contracts (Rights of Third Parties) Act 1999

- 18.1 The provision of the Contract (Rights of Third Parties) Act 1999 shall not apply to this Deed save successors in title to the Owners.

19. Section 73

- 19.1 In the event that the Borough Council shall at any time after the date of this Deed grant a planning permission pursuant to Section 73 of the Act ("the Section 73 Consent") to carry out the Development otherwise than in accordance with the conditions attached to the Planning Permission (and for no other purpose whatsoever)
- (a) the obligations in this Deed shall relate to and bind such Section 73 Consent; and
- (b) the definitions of Application, Development and Planning Permission

shall be construed to include references to (retrospectively) the planning application for the Section 73 Consent for the development permitted by the Section 73 Consent and the Section 73 Consent itself PROVIDED THAT:

- i. nothing in this clause shall fetter the discretion of the Borough Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
- ii. to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- iii. the Borough Council reserve the right to require the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if they consider it desirable to do so.

20. Resolution of Disputes

20.1. In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed such dispute or difference may be referred by any party to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

20.2. In the absence of agreement between the parties to the dispute or difference as to the suitability of the person to be appointed pursuant to clause 20.1 or as to the appropriateness of the professional body then such question may be referred by any party to a Solicitor appointed by or on behalf of the

President for the time being of the Law Society of England and Wales and such Solicitor shall act as an expert and his decision as to the professional qualifications of such person or appropriateness of the professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

SCHEDULE

DEFINITIONS

In this Schedule the following words and expressions shall unless the context requires otherwise have the meaning set out below:

"Estate Infrastructure"	means all highways, services, drainage and other infrastructure required to ensure each Dwelling is capable of being Fully Serviced;
"Fully Serviced"	means provided with the benefit of utility service connections (main water, sewerage, gas, electricity, internet and telecommunications) appropriate to the proposed use of the land to the boundary of the Plot to enable connections to be made to the Dwelling to be constructed thereon and with appropriate vehicular and pedestrian access to the land from a public highway (which for the avoidance of doubt may be via a private and/or unadopted road);
"Head of Service"	means the Borough Council's Head of Development (and/or any person appointed or authorised to exercise his/her functions under this Deed including a conveyancer of the Borough Council)
"Independent Valuation"	means a valuation undertaken by a suitably qualified valuer without any personal interest in the property in question and having at least 10 years' experience of valuing residential properties within a 25 mile radius of the Plot and for the avoidance of doubt it is acknowledged that a valuer who has carried out an independent valuation is not precluded from acting as a selling agent of the Plot;
"Interest"	means any legal and/or equitable interest whether or not capable of being registered on the HM Land Registry other than a legal charge granted to a bona fide financial provider or easements; or infrastructure agreements; or any other interest which the Borough Council may exclude in writing by

	notifying the owner from time to time of the Dwelling;
"Local Connection"	A person will benefit from a Local Connection if he/she satisfies any one or more of the following criteria: 1. He/she was born in Hinckley & Bosworth Borough or 2. He/she currently lives in Hinckley & Bosworth Borough and has done so for at least the past 12 months, or 3. He/she used to live in Hinckley & Bosworth Borough for not less than 3 years, or 4. He/she currently works in Hinckley & Bosworth Borough and has done so for at least the past 12 months for not less than 16 hours per week on average, or 5. He/she currently has a close family member (mother, father, brother, sister, son, daughter) living and having their sole and permanent residence in Hinckley & Bosworth Borough and who has done so for not less than 3 years. 6. He/she inherits the Dwelling PROVIDED THAT where a person inherits the Dwelling they shall be obliged to follow the requirements for future disposal and occupancy set out in this Schedule where they do not intend to occupy the Dwelling as their sole and permanent residence and the Dwelling shall only be occupied in accordance with the provisions of this Schedule.

"Marketing Period"	means a period of no less than 12 months starting no sooner than the date on which the Marketing Strategy is approved in writing by the Borough Council or deemed approved in accordance with paragraph 6 of this Part 1
"Marketing Strategy"	means a strategy for the marketing of each of the Plots by the Owner to individual purchasers including those with a Local Connection (for the 12 week period referred to in Part 4 of this Schedule) specifically on the basis of a self-build/custom-build housing scheme to include proposals for both local and national marketing and where appropriate advertising including details of the site; type of plot available; and prices and such strategy (or any amendment thereto subsequently approved in writing by the Borough Council) to be approved by the Borough Council in accordance with Part 1 of Schedule 1 of this Deed;
"Mortgagee or Chargee"	means any mortgagee or chargee (including successor in title) which includes any receiver or manager or administrator (including any receiver appointed pursuant to the Law of Property Act 1925) or any person appointed under any security documentation to enable such Mortgagee or Chargee to realise its security;
"Plot"	means a part of the Site which has been Fully Serviced and on which will be constructed or has been constructed as an individual Dwelling together with its residential curtilage in accordance with the Planning Permission and "Plot" shall be construed accordingly;
"Qualifying Household"	means a single household provided that such household shall at all times include at least one member who will reside in the Dwelling as their sole

	and permanent residence who benefits from a Local Connection PROVIDED FURTHER THAT the existence or otherwise of any temporary guests shall not be taken into account in determining what constitutes a single household and nor should temporary guests be taken into account in determining for the purpose of the definition of "Local Connection" whether a household contains or includes a person with a current Local Connection;
"Register"	means the register of property interests maintained by the Chief Land Registrar.
"Self-Build/Custom Build Development"	means a development of a Dwelling to be either built or commissioned by the person or persons who will occupy the said Dwelling in accordance with the definition of Self-Build and Custom-Build housing set out in section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended)

PART 1

SELF BUILD/CUSTOM BUILD HOUSING - MARKETING

The Owner hereby covenants with the Borough Council that:

1. They shall prepare and submit to the Borough Council for approval a Marketing Strategy prior to the Commencement of Development;
2. Development shall not Commence until the Marketing Strategy has been approved in writing by the Borough Council or deemed approved in accordance with paragraph 6 of this Part 1 of this Schedule.
3. The Borough Council shall endeavour to give notice of approval or rejection of the Marketing Strategy at the earliest possible opportunity and in any event within eight weeks of the date of receipt thereof and in the event of its rejection set out its reasons for the rejection and specify the measures required to produce an acceptable submission.

4. In the event that the Borough Council reject the Marketing Strategy the Owner may submit a revised Marketing Strategy to the Borough Council for approval whereupon the Borough Council shall again seek to issue its decision in respect of such Marketing Strategy at the earliest possible opportunity on the same terms as in paragraph 3 of this Part 1 of this Schedule.
5. In the event of a further rejection of the Marketing Strategy the Owner may continue to make further submissions to the Borough Council in order to secure an approval to the Marketing Strategy or in the alternative the Owner may seek to refer any dispute or disagreement to an independent expert in accordance with the provisions of Clause 20 of this Deed save that it is agreed that the expert shall not have power to alter the particulars specified in the definition of Marketing Strategy.
6. In the event that the Borough Council does not respond with reasons for rejection in accordance with the requirements of paragraph 3 of this Part 1 of this Schedule and within the period set out in paragraph 3 of this Part 1 of this Schedule then the submitted Marketing Strategy shall be deemed to have been approved by the Borough Council.
7. The Owner will market the initial sale of the Plots in full compliance with the terms of the approved (or deemed approved) Marketing Strategy for the Marketing Period.

PART 2

SELF BUILD/ CUSTOM BUILD HOUSING – DELIVERY

The Owner covenants with the Borough Council:

1. That the Development shall not be constructed or first Occupied otherwise than as a Self-Build/Custom Build Development.
2. To construct and layout the Estate Infrastructure to the extent that the Plot will be Fully Serviced prior to first Occupation of the Development and not to cause or permit first Occupation of any Dwelling until the Plot has been Fully Serviced.
3. Not to cause or permit the first transfer of an Interest in any Plot other than to the person who will build the Dwelling including where built following a commission by them.

4. Not to cause or permit any Dwelling to be first Occupied other than by the person who built it including where built following a commission by them.
5. Subject to paragraph 4 of Part 3 of this Schedule not to cause or permit any Dwelling to be first Occupied other than by a Qualifying Household.
6. To notify the Borough Council with details of the first transferee of the Dwelling within 20 working days of the completion of such transfer.

PART 3

DISPOSALS OF THE PLOTS AND DWELLINGS

The Owner hereby covenants with the Borough Council that:

1. Save for mortgaging, charging or raising finance with a bona fide funder for security purposes, prior to the disposal of an interest in a Plot other than by a mortgagee in possession (or a receiver appointed by a mortgagee or charge) or their successor in title, the Owner shall establish (at their own expense) the maximum price or rental that may be charged for the Plot in accordance with the following provisions:
 - 1.1 The Owner shall (at their own expense) obtain two Independent Valuations for the Plot. The valuations obtained shall take into account and shall specify in writing that they have taken into account the restrictions specified in this Deed and the Owner shall be entitled to repeat such process if they so require.
 - 1.2 The maximum price that may be charged in respect of the sale of the Plot shall be determined by taking the average of the two Independent Valuations save where the said valuations differ by a margin of more than 5% in which case the Owner shall obtain a third Independent Valuation and the price to be determined shall be the average of the two valuations which are closest in amount.
 - 1.3 If the Plot remains unsold after 12 weeks then the Owner shall repeat the valuation exercise in paragraphs 1.1 and 1.2 of Part 3 of this Schedule with such valuations being on the basis that there is no restriction in relation to Local Connection which applies to that Plot

2. The Owner shall notify the Borough Council of the availability, asking price and intended start date for the marketing of the Plot not less than seven days prior to the commencement of such marketing.
3. The Plot shall be marketed to members of Qualifying Households at a price not exceeding the maximum price which is set using the valuation process set out in paragraph 1 of this Part 3 of this Schedule.
4. In the event that the Plot has been continuously marketed to members of Qualifying Households in accordance with this part for a period of not less than 12 weeks but remains unsold or otherwise disposed of, the Owner may then offer the Plot for sale at a price not greater than the maximum price calculated in accordance with paragraph 1.3 of this Part 3 of this Schedule but to any purchaser regardless of whether they are a member of a Qualifying Household.
5. The period of 12 weeks referred to in paragraphs 1.3 and 4 shall be calculated by reference to:
 - 5.1 the actual date on which marketing commenced; or
 - 5.2 the date on which an offer to purchase the Plot (such offer having previously been accepted by the Owner) is withdrawn prior to the exchange of contracts for the purchase of the Plot subject to a total maximum period of 12 weeks from the date upon which the Plot is first offered for sale in accordance with paragraph 5.1whichever shall be the later date
6. Prior to exchange of contracts for the sale of the Plot particulars of the sale shall be notified to the Head of Service. A statement of particulars shall include the following matters:
 - 6.1 the intended date of exchange of contracts and intended date of completion; and
 - 6.2 the price to be paid for the Plot; and
 - 6.3 the provision of two independent valuations (or a third if applicable as set out in paragraph 1.2 in this Part 3)
 - 6.4 the name(s) and previous address(s) of the purchaser(s); and

6.5 if applicable a statement of the eligibility of the purchaser(s) with reference to the Qualifying Household

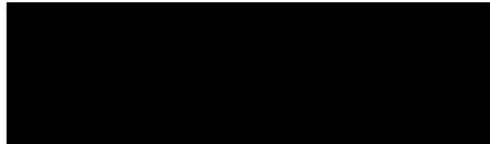
6.6 a copy of the sales particulars advertising the Plot.

7. If a purchaser of a Plot intends to sell a Plot prior to first Occupation of the Dwelling constructed or to be constructed thereon, he/she shall comply with the marketing requirements set out at paragraphs 1 to 4 of this Part 3 of the Schedule

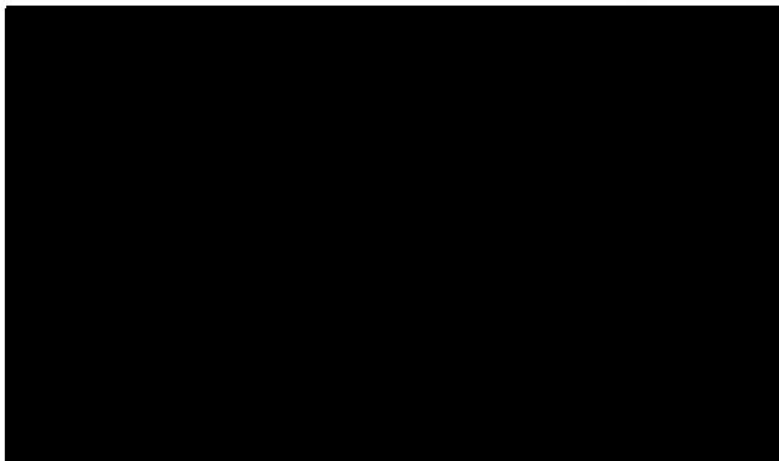
IN WITNESS whereof this Deed has been duly executed as a Deed the day and year first above written

SIGNED as a Deed by:

MS PAULINE ROSA TAYLOR



In the presence of:





Ordinance Survey, (c) Crown Copyright 2024. All rights reserved. Licence number 100022432

Disclaimers

The architect is not responsible for the accuracy of the information provided in this plan. The architect is not responsible for the accuracy of the information provided in this plan. The architect is not responsible for the accuracy of the information provided in this plan.

EW

Client Name	Project Name
AT Architects	100022432
100022432	100022432

Area	Area	Area
1.1	1.1	1.1
1.2	1.2	1.2

New Dwelling
Land to the rear of 4 Pipe
Lane
Orion-on-the-Hill
Frampston

Site Location and Block
Plan - Parcel A
22/01/2024

Survey
Scale: 1:500
Date: 18/01/2024





Official copy of register of title

Title number LT534342

Edition date 15.12.2021

- This official copy shows the entries on the register of title on 24 FEB 2025 at 11:35:41.
- 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 24 Feb 2025.
- 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 : HINCKLEY AND BOSWORTH

- 1 (15.12.2021) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the south-west side of The Green, Orton On The Hill, Atherstone.
- 2 (15.12.2021) The land has the benefit of any legal easements reserved by a Transfer of 4 Pipe Lane dated 31 May 2013 made between (1) Pauline Rosa Taylor and (2) Katharine Joanna Horseman and Simon John Horseman but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under LT452881.

- 3 (15.12.2021) The land has the benefit of any legal easements reserved by a Transfer of adjoining land dated 2 February 2016 made between (1) Pauline Rosa Taylor and (2) Stephen James Turner but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under LT477808.

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

C: Charges Register

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

- 1 (15.12.2021) A Conveyance of the land in this title and other land

Title number LT534342

C: Charges Register continued

dated 13 October 1938 made between (1) The Reverend Wallace Henry Dana (Vendor) (2) The Ecclesiastical Commissioners For England (Commissioners) (3) The Right Reverend Father in God by Divine Permission Lord Bishop of Leicester and others (The Patrons) and (4) Bernard Alfred Wileman (Purchaser) contains the following covenants:-

And the Purchaser to the intent that the covenant next hereinafter contained shall bind the property hereby conveyed into whosoever hands the same may come hereby for himself and his successors in title hereby covenants with the Vendor and also by way of separate covenant with the Commissioners that the Purchasers will not at any time hereafter call or designate the messuage and premises hereby conveyed or permit the same to be called or designated "The Vicarage" or "Orton-on-the-Hill Rectory" or "Orton Rectory" or "The Parsonage" or "The Prestbytery" or "The Vicarage House" or "The Rectory House" nor any other name that would suggest that the premises are occupied by the Incumbent for the time being of the United Benefice of Orton-on-the-Hill with Twycross asforesaid.

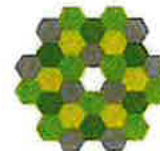
- 2 (15.12.2021) The land is subject to any rights that are reserved by a Assent dated 6 April 1987 made between (1) David Alfred William And Others and (2) Pauline Rosa Taylor and affect the registered land.

NOTE: Copy filed.

End of register

HM Land Registry
Official copy of
title plan

Title number **LT534342**
Ordnance Survey map reference **SK3003NE**
Scale **1:2500**
Administrative area **Leicestershire :**
Hinckley and Bosworth



© Crown copyright and database rights 2023 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.

