Twelves, Marie

From: Gedney, David
Sent: 30 March 2015 10:36
To: _planningadvice
Subject: FW: Prior App App H02-0136-15 - Conversion of barns into 3 residential units, The Hollies Farm Yard, Back Bank, Whaplode Drove
Attachments: Land Registry Transfer Deed.pdf

Please scan – 6SUP

David Gedney | Senior Planning Officer| **South Holland District Council**
dgedney@sholland.gov.uk
DDI: 01775 764468 |
www.sholland.gov.uk

From: grmerchant.arch.cons@gmail.com [mailto:grmerchant.arch.cons@gmail.com] **On Behalf Of** G R MERCHANT
Sent: 27 March 2015 10:51
To: Gedney, David
Subject: Re: Prior App App H02-0136-15 - Conversion of barns into 3 residential units, The Hollies Farm Yard, Back Bank, Whaplode Drove

Dear David

Following your email of the 20th March and your recent discussions with Sarah, please find attached a copy of the Land Registry Transfer Deed received from Roythornes that confirms my client has right of way over the Northern access. We hope this information enables the application to be favorable considered.

Regards
Hannah

G R Merchant Ltd
01406 490800

On Fri, Mar 20, 2015 at 4:13 PM, G R MERCHANT <gr.merchant@btconnect.com> wrote:
Hi Chris

Please find attached email received form David Gedney at SHDC Planning Department for your information, please could you answer his question and advise us what access arrangements are in place.

We look forward to hearing from you.

Regards
Hannah

Sarah Darlow
G R Merchant
01406 490800

---------- Forwarded message ----------
From: **Gedney, David** <DGedney@sholland.gov.uk>
Date: Fri, Mar 20, 2015 at 2:57 PM
Subject: Prior App App H02-0136-15 - Conversion of barns into 3 residential units, The Hollies Farm Yard,

Back Bank, Whaplode Drove
To: G R MERCHANT <gr.merchant@btconnect.com>

Dear Bob/Sarah,

We have been advised that the applicant does not own the northernmost access serving Barn C. Please confirm whether this is the case and if not, whether there is an established right of way.

I look forward to your response in due course.

Regards.

David Gedney

David Gedney | Senior Planning Officer| **South Holland District Council**

dgedney@sholland.gov.uk

DDI: 01775 764468 |

www.sholland.gov.uk

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1 Title number(s) out of which the property is transferred:

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

The Hollies Back Bank Whaplode Drove near Spalding Lincolnshire PE12 0TT being part of the land described in a conveyance dated 5 April 1967 made between John Henry Grundy (1) and Stephen John Grundy (2) ("the Conveyance")

The property is identified

[X] on the attached plan and shown: edged red

[ ] on the title plan(s) of the above titles and shown:

4 Date: 25 March 2013

5 Transferor:
STEPHEN JOHN GRUNDY

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:
TROY MICHAEL PALMER and MICHELLE LOUISE PALMER

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:
The Hollies Back Bank Whaplode near Spalding Lincolnshire PE12 0TT

	8 The transferor transfers the property to the transferee
Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.	9 Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): **One Hundred and Fifty Thousand Pounds (£150,000.00)** ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
Place 'X' in any box that applies Add any modifications.	10 The transferor transfers with ☒ full title guarantee ☐ limited title guarantee
Where the transferee is more than one person, place 'X' in the appropriate box. Complete as necessary.	11 Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:
Use this panel for: – definitions of terms not defined above – rights granted or reserved – restrictive covenants – other covenants – agreements and declarations – any required or permitted statements other agreed provisions. The prescribed subheadings may be added to, amended, repositioned or omitted. Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan. Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	12 Additional provisions **Definitions** 12.1.1 **"the Retained Land" means all that land described in the Conveyance other than the Property.** 12.1.2 "the Plan" means the plan attached to this Transfer 12.1.3 "the Access Road" means the roadway shown hatched blue on the Plan 12.1.4 References in this Transfer to "Transferor" include any assigns of or successors in title to the Retained Land or any part of it and references to the "Transferee" include the Transferee's successors in title to the Property and any part of it **Rights granted for the benefit of the property** 12.2.1 The right of entry (on giving reasonable notice) upon the Retained Land as may be necessary to inspect, maintain, repair and renew the boundary fence referred to in clause 12.4.2 below causing as little damage as possible and forthwith making good all damage caused to the Retained Land in exercise of such right

The Hollies
Back Bank
Whaplode Drove



Promap

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

12.3 There are reserved out of the Property for the benefit of each and every part of the Retained Land the following right:

12.3.1 The right of way for the Transferor and all persons authorised by him to pass and re-pass with or without motor vehicles over the Access Road and for all purposes

12.3.2 The right for the owner or owners of other parts of the Retained Land on giving reasonable notice (except in an emergency) to enter the Property for the purpose of inspecting the state of repair of other parts of the Retained Land

Include words of covenant.

Restrictive covenants by the transferee

12.4 The Transferee covenants with the Transferor to the intent that such covenants shall bind the Property into whosesoever hands the same may come and shall enure for the benefit and protection of the Retained Land as follows:-

12.4.1 To maintain, repair, inspect, cleanse, renew and drain the Access Road subject to the Transferor contributing a fair proportion of the cost of such work according to the use of the Access Road

12.4.2 To erect within three month of completion and forever maintain a fence on the western and northern boundaries of the Property between the points marked "A", "B" and "C" on the Plan

Include words of covenant.

Restrictive covenants by the transferor

12.5 The Transferor covenants with the Transferee to the intent that such covenants shall bind the Retained Land into whosesoever hands the same may come and shall enure for the benefit and protection of the Property as follows:-

12.5.1 To contribute a fair proportion according to the use of the Access Road of the cost of maintaining, repairing, inspecting, cleansing, renewing and draining the same

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

12.6 It is hereby agreed and declared by and between the parties as follows:-

12.6.1 The Transferee shall not by virtue of this Transfer or by implication or otherwise (except as expressly granted herein) become entitled to any rights, liberties, privileges, easements or advantages over or in respect of the Retained Land for the benefit

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

of the Property

13 Execution

SIGNED AS A DEED by
STEPHEN JOHN GRUNDY
in the presence of the witness named below ……

Signature of Witness ……

Print Name (Block capitals) ……

Address of Witness ……

……

……

SIGNED AS A DEED by
TROY MICHAEL PALMER
in the presence of the witness named below ……

Signature of Witness ……

Print Name (Block capitals) HELEN SUZANNE CHEEK

Address of Witness
SUREMOVE PROPERTY LAWYERS
SOUTHFIELD HOUSE
SOUTHFIELD BUSINESS PARK
FALCON WAY, BOURNE, LINCOLNSHIRE PE10 0FF

……

SIGNED AS A DEED by
MICHELLE LOUISE PALMER
in the presence of the witness named below ……

Signature of Witness ……

Print Name (Block capitals) HELEN SUZANNE CHEEK.

Address of Witness
SUREMOVE PROPERTY LAWYERS
SOUTHFIELD HOUSE
SOUTHFIELD BUSINESS PARK
FALCON WAY, BOURNE, LINCOLNSHIRE PE10 0FF

……

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.