

Re: Addition and Deletion of Footpath at Whitecroft Barn, Mellow Definitive Map Modification Order 2025



Taz Sarodia <taz.sarodia@gmail.com>

To Jackson, Francesca

Reply

Reply All

Forward



Wed 20/05/2026 15:32

This sender taz.sarodia@gmail.com is from outside your organisation.

You forwarded this message on 20/05/2026 15:44.

Dear Ms Jackson,

Thank you for your recent correspondence and we hope you are well.

I would like to reiterate that throughout this process we have tried to approach matters constructively and practically. We have never sought simply to oppose public access or create obstacles; rather, we have been trying to find a sensible long-term solution which works for everyone involved.

As part of that approach:

- We invested significant time and money in creating a safe and clearly defined route for public use;
- We maintained our objection specifically around the evidential basis and precision of the proposed alignment through Whitecroft Barn and its residential curtilage;
- We indicated our intention to explore a Public Path Diversion Order under section 119 of the Highways Act 1980;
- We offered a site visit to assist with understanding the layout and practical context on the ground; and
- We requested further information and evidence relied upon in support of the Order.

I note that since then we have received the sealed Order and a request regarding a potential inspection of the property. However, I do not believe we have yet received a response to some of the points previously raised, in particular:

1. The process, requirements and documentation needed to make a Public Path Diversion Order application under section 119 of the Highways Act 1980.
2. Whether there is any further documentary or witness evidence relied upon in support of the proposed alignment which has not yet been provided.

As the Council has itself referred to diversion as a possible long-term solution, I would appreciate a response to these points before we progress matters further.

In relation to the proposed visit by the Inspector, we remain willing to cooperate and facilitate this. We are happy either to provide our availability, or alternatively if the Inspector already has availability in mind, we can confirm what dates and times would work best from our side.

However, before arranging this, I would ask that the above points are addressed so we have a clearer understanding of the position and process moving forward.

We have continued to engage constructively throughout and are simply asking for the same level of engagement in return.

I look forward to hearing from you.

Kind regards,

Taz Sarodia
Sadia Patel

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number LAN255865

Edition date 24.12.2021

- This official copy shows the entries on the register of title on 24 FEB 2025 at 13:03:13.
- 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, Fylde Office.

A: Property Register

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

LANCASHIRE : RIBBLE VALLEY

- 1 (24.12.2021) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Whitecroft Barn, Whitecroft Lane, Mellor, Blackburn (BB2 7HA).
- 2 (24.12.2021) There are excluded from this registration the mines and minerals excepted by the Conveyance dated 16 April 1984 referred to in the Charges Register.
- 3 (24.12.2021) The land has the benefit of any legal easements granted by the Conveyance dated 16 April 1984 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.
- 4 (24.12.2021) The Conveyance dated 16 April 1984 referred to above contains a provision as to light or air.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (24.12.2021) PROPRIETOR: TAZAMUL IMTIAZ SARODIA of Whitecroft Barn, Whitecroft Lane, Mellor, Blackburn BB2 7HA.
- 2 (24.12.2021) The price stated to have been paid on 17 December 2021 was £600,000.
- 3 (24.12.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 December 2021 in favour of Metro Bank PLC referred to in the Charges Register.

Title number LAN255865

C: Charges Register

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

- 1 (24.12.2021) A Conveyance of the land in this title dated 16 April 1984 made between (1) The Right Honourable Guy Eardley Brown Alvingham Of Woodfold and (2) Bernard Francis Baldwin and Sandra Baldwin contains restrictive covenants.

NOTE: Copy filed.

- 2 (24.12.2021) REGISTERED CHARGE dated 17 December 2021.
- 3 (24.12.2021) Proprietor: METRO BANK PLC (Co. Regn. No. 6419578) of One Southampton Row, London WC1B 5HA.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

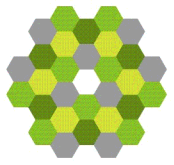
This official copy is issued on 24 February 2025 shows the state of this title plan on 24 February 2025 at 13:03:14. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Fylde Office .

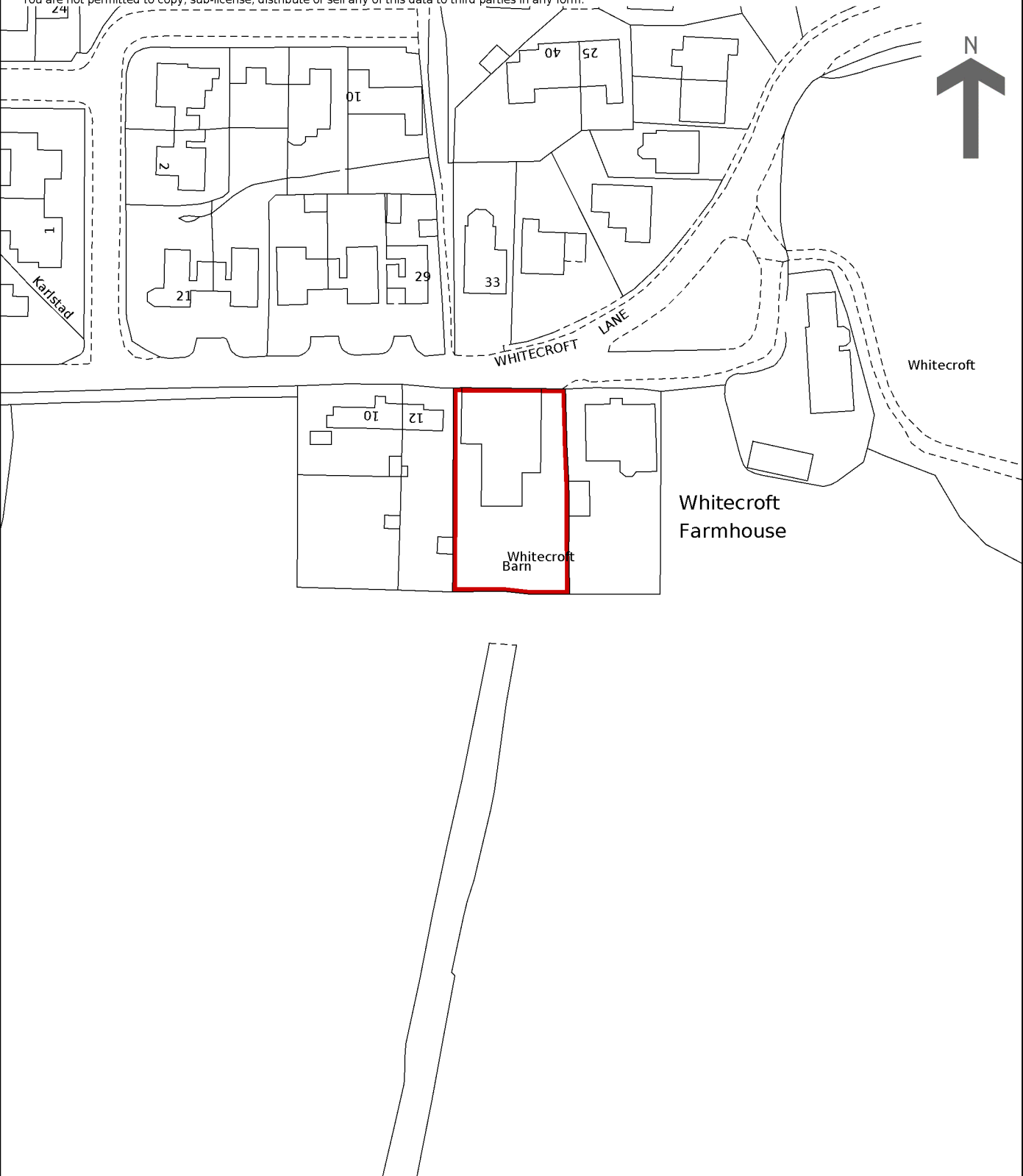
HM Land Registry

Official copy of title plan

Title number **LAN255865**
Ordnance Survey map reference **SD6530SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Lancashire : Ribble Valley**



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These are the notes referred to on the following official copy

Title Number LAN255865

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED

16th April

1984

THE RIGHT HONOURABLE ROBERT GUY EARDLEY

TO

MR & MRS B F BALDWIN

Conveyance

of a freehold plot of land with the Barn and buildings erected thereon and known as Whitecroft Barn, Whitecroft Lane, Mellor in the County of Lancaster.

RUSHTON IBBOTSON & CLAY
Solicitors
Blackburn

SHAW & SONS LTD., LAW STATIONERS, SHAWAY HOUSE, LOWER SYDENHAM, LONDON, S.E.26

AGH SOLICITORS
126 St Georges Road,
Bolton, BL1 2BZ
Tel: 01204 364433

AGH
21/12/21

We certify
that this is
True copy of the
original document

SHAW & SONS LTD.,
SHAWAY HOUSE,
LONDON, S.E.26.

This Conveyance

LAND REVENUE
10. MAY 1984
PRODUCED
BY FINANCE ACT 1981

is made the

Sixteenth day of *April* One thousand nine hundred

and eighty four BETWEEN THE RIGHT HONOURABLE ROBERT GUY
EARDLEY BARON ALVINGHAM OF WOODFOLD (hereinafter called

"the Vendor") of the one part and BERNARD FRANCIS BALDWIN and
SANDRA BALDWIN of 69 Openshaw Drive Blackburn in the County of
Lancaster (hereinafter called "the Purchasers") of the other part

WHEREAS the Vendor is seised (inter alia) of the property hereinafter
described and intended to be hereby conveyed for an estate in fee simple
in possession and has agreed with the purchasers for the sale to them upon
the terms and conditions hereinafter appearing at the price of Twenty seven
thousand five hundred pounds

N O W THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of
TWENTY SEVEN THOUSAND FIVE HUNDRED POUNDS now paid to the
Vendor by the Purchasers (the receipt whereof the Vendor hereby
acknowledges) the Vendor as Beneficial Owner hereby conveys unto the
Purchasers ALL THAT plot of land situate off Whitecroft Lane Mellor
in the County of Lancaster which said plot of land is for the purpose of
identification only more particularly delineated and edged red on the plan
annexed hereto TOGETHER with the barn and buildings erected thereon
and known as Whitecroft Barn Whitecroft Lane Mellor aforesaid
TOGETHER with the rights specified in the First Schedule hereto EXCEPT
AND RESERVING in fee simple unto the Vendor the rights specified in
the Second Schedule hereto TO HOLD the same unto the Purchasers in fee

simple SUBJECT to the observance and performance of the covenants by the Purchasers hereinafter contained

2. FOR the benefit and protection of the adjoining and surrounding property of the Vendor or any part or parts thereof and so as to bind as far as may be the property hereby conveyed into whosoever hands the same may come the Purchasers hereby covenants with the Vendor that the Purchasers and persons deriving title under them will at all times hereafter observe and perform the restrictions and stipulations set out in the Third Schedule hereto but so that neither the Purchasers nor those deriving title under them shall be liable for breach of the said stipulations so far as they are negative in character which may occur after they shall have parted with all interest therein

3. IT is hereby agreed and declared that the Purchasers and their successors in title shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestricted use of any neighbouring property now belonging to the Vendor either for building or for any other purpose

4. THE Vendor hereby acknowledges the right of the Purchasers to production of the documents set out in the Fourth Schedule hereto and hereby undertakes with the Purchasers for the safe custody thereof

5. THE Purchasers agree that:-

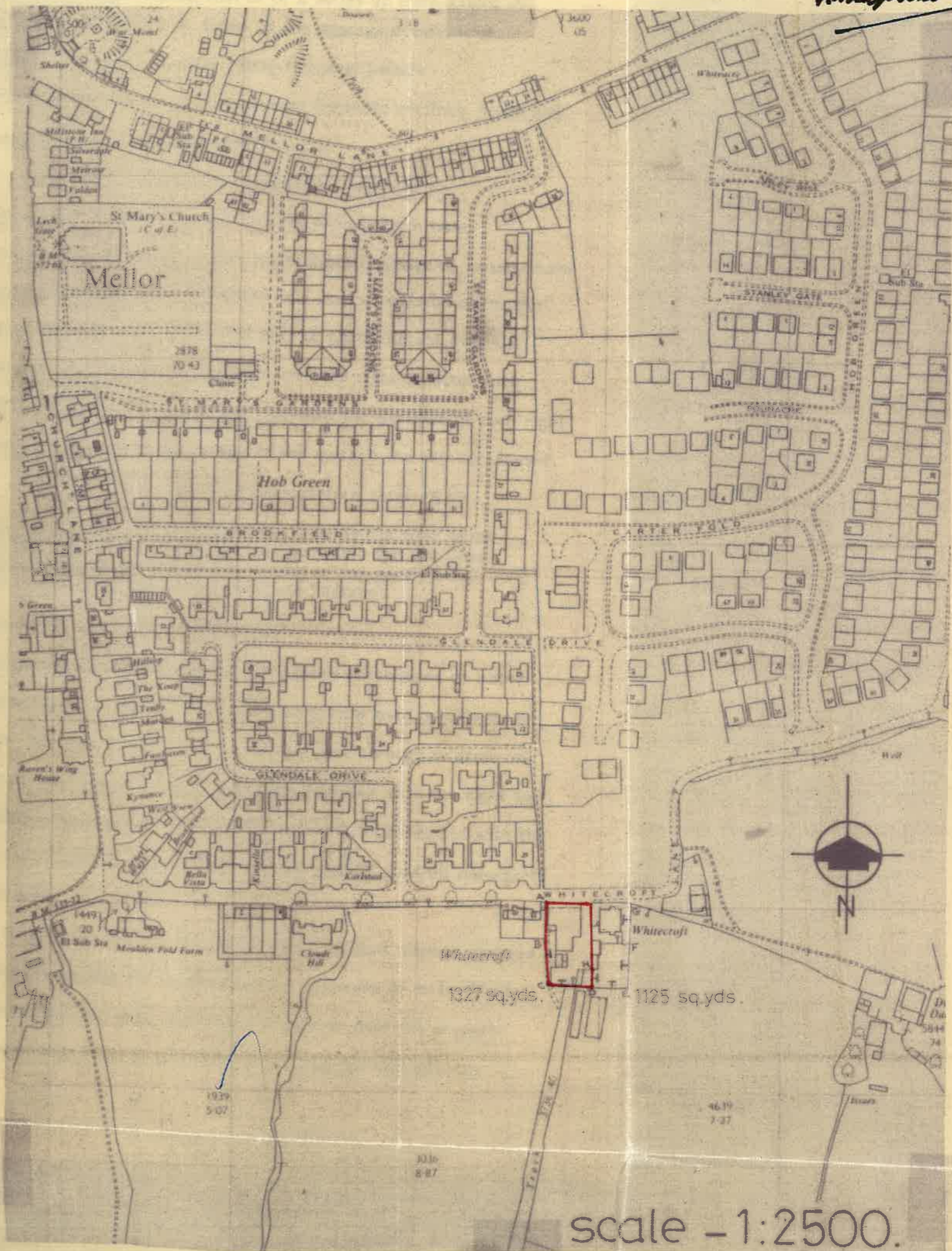
(a) They are joint tenants in equity

(b) The trustees for sale of the property shall have powers to deal with it equal to those of a sole beneficial owner

(c) The survivor of the Purchasers shall become the sole legal and beneficial owner of the property and any persons dealing with the survivor may assume this unless a notice to the contrary appears on this deed

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does

Monaghan



- A-B — 19.75 m.
- B-C — 25.50 m.
- C-D — 22.70 m.
- D-E — 19.80 m.
- E-F — 23.90 m.
- F-G —
- D-H — 9.75 m.

scale - 1:2500.

not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Thirty thousand pounds

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to

For the benefit of the Purchaser and his successors in title

All rights of running electricity cables water pipes drainage or water course or other rights in the nature of easements now used or enjoyed in respect of the property hereby conveyed or any part or parts thereof over the adjoining property of the Vendor together with the right to enter such adjoining land for all purposes in connection with the exercise of such right the Purchasers making good all damage to the surface thereby occasioned

THE SECOND SCHEDULE hereinbefore referred to

For the benefit of the Vendor and his successors in title which expression shall include the owner and occupiers for the time being of the adjoining land of the Vendor or any part thereof and his and their respective servants and licensees

1. All rights of way both public and private
2. All rights of drainage running electricity cables water pipes or water course or other rights in the nature of easements now used or enjoyed in respect of the adjoining property of the Vendor over through or from any part or parts of the property hereby conveyed Together with the right to enter the property hereby conveyed for all purposes in connection with the exercise of such rights as aforesaid the Vendor making good all damage to the surface thereby occasioned
3. The right to join into and use the pipes drains effluent disposal systems wires and conduits serving the property hereby conveyed or to be laid by the Purchasers within the next eighty years under or over the property hereby conveyed but not so as to entitle the Vendor to unreasonably

overload such services Together with the right to enter the property hereby conveyed for all purposes in connection with the exercise of such right as aforesaid the Vendor making good all damage to the surface thereby occasioned

4. All mines seams veins and beds of minerals or metallic substances and the right to work the same by underground workings only provided that reasonable compensation should be made by the person at any time working the same for any damage caused by such working to the surface of the land or to any buildings erected or to be erected thereon

THE THIRD SCHEDULE hereinbefore referred to

(Joint and several) Covenants by the Purchasers

1. Not at any time to erect any buildings or alter the structure of any building on the plot of land hereby conveyed otherwise than in accordance with such plans and elevations and specifications which shall have been approved of in writing by the Vendor or his Surveyor
2. No Building erected on the said plot of land shall be used for any other purpose than as a single private dwellinghouse or garage or building appurtenant thereto and no trade or business shall be carried on there
3. Not to do or permit to be done anything which might be considered noisome or offensive or an annoyance to the public or the neighbourhood
4. To maintain all the boundary walls fences and gates of the plot of land hereby conveyed in a substantial and stock proof condition such to be at all times of such design materials and specifications as shall be approved of in writing by the Vendor or his Surveyor and not to paint in white or any bright colour any such fence
5. Not to keep poultry or livestock on the property hereby conveyed save for horses and domestic pets

THE FOURTH SCHEDULE hereinbefore referred to

- 24th September 1976 VESTING DEED of this date made between Elma Amy Yerburgh Wilfred Creyke King and Francis Ernest Wentworth-Sheilds of the one part and Elma Amy Yerburgh of the other part
- 17th October 1928 CONVEYANCE of this date made between Elma Amy Yerburgh of the first part Elma Amy Yerburgh Wilfred Creyke King and Francis Ernest Wentworth-Sheilds of the second part and Woodfold Estates Limited of the third part
- 28th November 1951 CONVEYANCE AND ASSIGNMENT of this date made between Woodfold Estates Limited of the one part and The Right Honourable Robert Daniel Thwaites Baron Alvingham of Woodfold and The Right Honourable Maud Lytton Grey Baroness Alvingham of the other part
- 16th December 1951 CONVEYANCE AND ASSIGNMENT of this date made between The Right Honourable Robert Daniel Thwaites Baron Alvingham of Woodfold and The Right Honourable Maud Lytton Grey Baroness Alvingham of the one part and the Vendor (then The Honourable Robert Guy Eardley Yerburgh) of the other part

SIGNED SEALED AND DELIVERED)
by the said The Right Honourable)
Robert Guy Eardley Baron Alvingham)
of Woodfold in the presence of:-)

*R. E. Capite
blew with J. H. Hollom B.
Solicitor Blackburn.*

Alvingham



SIGNED SEALED AND DELIVERED)
by the said BERNARD FRANCIS)
BALDWIN and SANDRA BALDWIN)
in the presence of :-)

Bernard F. Baldwin
Sandra Baldwin



[Signature]
[Signature]
[Signature]



