



Title register for:

**land on the south east side of Caldley Valley Road, Great Boughton,
Chester (Freehold)**

Title number: CH488648

Accessed on 25 April 2023 at 10:13:30

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Register summary

Title number	CH488648
Registered owners	CESHIRE WEST AND CHESTER BOROUGH COUNCIL Property Information, Cheshire West and Chester Borough Council, The Portal, Wellington Road, Ellesmere Port CH65 0BA
Last sold for	No price recorded

A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date
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1	CESHIRE WEST AND CHESTER
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The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south east side of Caldly Valley Road, Great Boughton, Chester.

2

The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 21 May 1984 referred to in the Charges Register:-

"TOGETHER WITH the benefit for the Purchaser and its servants agents or other invitees including the Local Authority and its successors in title the owners or occupiers from time to time of the property hereby conveyed or any part thereof and its and their licencees of the rights specified in the Second Schedule hereto

THE SECOND SCHEDULE hereto

Rights granted to the Purchaser

1. Full and free right (in common with the Vendors and all other persons entitled to the like right) to make connections into and to use all roads, sewers and drains, gas and water pipes and electricity and telephone wires or cables and other services now laid or within the perpetuity period to be laid under any part of the retained land provided that the purchaser will pay its fair and proper proportion of the expense from time to time of cleaning repairing and renewing the sewers and drains, gas and water pipes and electricity wires and cables serving the property hereby conveyed jointly with the owner or owners for the time being of the retained land entitled to use the same

2. Full and free right of way at all times and for all purposes (in common as aforesaid) to pass and repass with or without vehicles and domestic pets

over and along any new road or way constructed or within the perpetuity period to be constructed by or designated by the Vendors or their successors in title as the site or intended site of any such new road or way through or over the retained land so as to provide a means of access to and egress from the property hereby conveyed and all or any adjoining or adjacent public highways or access roads provided that the purchaser will make good at its own expense any damage caused by the purchaser or any other person using the same to gain access to the property hereby conveyed and if the adoption of the same by the Local Authority is delayed as a result of any act or thing or omission done or omitted to be done by the purchaser its servants agent invitees or licensees to fully indemnify the Vendors and their successors in title in respect of any costs claims demands or liability arising as a result thereof.

3. All necessary rights or easements in retained land in respect of eaves gutters and rainwater pipes which may overhang and foundations which may project underground across the boundary of the property hereby conveyed (if any) together with such rights as may be reasonably necessary to enter upon the retained land or any part thereof for the purpose of repairing and maintaining the buildings and services thereto now or at any time within the perpetuity period standing on the property hereby conveyed provided that any person exercising this right shall do as little damage as possible to the property entered upon and shall make good the surface without delay at his or their own cost and pay compensation for any damage done or occasioned in the exercise of this right

EXCEPT AND RESERVING to the Vendors and their servants agents or other invitees including the Local Authority and their successors in title owners and occupiers from time to time of the remainder of

the land remaining in the ownership of the Vendors on the Westerly side of the Chester By Pass at Great Boughton at the date of this Conveyance or any part thereof ("the retained land") the rights easements and provisions described in the third schedule hereto.

THE THIRD SCHEDULE hereto

Rights excepted and reserved to the Vendors

1. Full and free right (in common with the Purchaser and all other persons entitled to the like right) to make connections into and to use all roads sewers and drains gas and water pipes and electricity and telephone wires or cables and other services now laid or within the perpetuity period to be laid under any part of the property hereby conveyed provided that the Vendors will pay its fair and proper proportion of the expense from time to time of cleaning repairing and renewing the sewers and drains gas and water pipes and electricity wires and cables serving the retained land jointly with the owner or owners for the time being of such part of the property hereby conveyed entitled to use the same.

2. Full and free right of way at all times and for all purposes (in common as aforesaid) to pass and repass with or without vehicles and domestic pets over and along any new road or way constructed or within the perpetuity period to be constructed by or designated by the Purchaser or the successors in title as the site or intended site of any such new road or way through or over the property so as to provide a means of access to and egress from the retained land and all or any adjoining or adjacent public highways or access roads provided that the Vendors will make good at their own expense any damage caused by the Vendors or any other person using the same to gain access to the retained land

and if the adoption of the same by the Local Authority is delayed as a result of any act thing or omission done or omitted to be done by the Vendors their servants agents invitees or licences to fully indemnify the Purchaser and its successors in title in respect of any costs claims demands or liability arising as a result thereof.

3. All necessary rights or easements in the property hereby conveyed in respect of eaves gutters and rainwater pipes which may overhang and foundations which may project underground across the boundary of the retained land (if any) together with such rights as may be reasonably necessary to enter upon the property hereby conveyed or any part thereof for the purpose of repairing and maintaining the buildings and services thereto now or at any time within the perpetuity period standing on the retained land provided that any person exercising this right shall do as little damage as possible to the property entered upon and shall make good the surface without delay at his or their own cost and pay compensation for any damage done or occasioned in the exercise of this right."

3

The Conveyance dated 21 May 1984 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:

(a) The Purchaser shall not be entitled to any right of light or air or other easement except as by this Conveyance expressly granted which would restrict or interfere with the free use of the retained land belonging to the Vendors for building or other purposes;

(b) Nothing herein contained shall operate in any manner whatsoever so as to impose any restriction

on the manner in which the Vendors may deal with the retained land or any part thereof save as herein expressly provided;

(c) That the property hereby conveyed is conveyed for use for such purposes as it may be lawfully used and the Vendors shall be exempt from all liability arising from the fact that it cannot for any reason whatever be used for any particular purpose."

4	1996-03-26	<p>The land has the benefit of the following rights reserved by a Transfer of land adjoining the southerly boundary of the land in this title dated 2 February 1996 made between (1) J Sainsbury PLC (Transferor) and (2) Barratt Homes Limited (Transferee):-</p> <p>"Excepting and Reserving unto the Transferor and its successors in title or other the owners and occupiers for the time being of the Retained Land and any part or parts thereof the Exceptions and Reservations set out in the First Schedule hereto</p> <p>THE FIRST SCHEDULE</p> <p>Rights Excepted and Reserved for the Benefit of the Retained Land</p> <ol style="list-style-type: none"><li data-bbox="654 1478 1505 1758">1. The right (in common with the Transferee and all others so entitled or authorised) to the full and uninterrupted passage of Services through the Conduits serving the Retained Land which are now or shall during the Perpetuity Period be in on over or under the Property<li data-bbox="654 1814 1505 2094">2. The right (in common with the Transferee and all others so entitled or authorised) at reasonable times and upon reasonable prior written notice (except in cases of emergency) to enter upon such parts of the Property as are unbuilt upon and as may be reasonably necessary to connect into
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(subject to capacity) the Conduits during the Perpetuity Period and to repair maintain cleanse relay replace and inspect any such Conduits"

NOTE 1: The Transfer contains the following definitions:-

"the "Conduits": sewers drains ditches water courses pipes conduits wires cables gutters inspection chambers and all other conducting media and any ancillary or connected apparatus appliance or fitting

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the "Perpetuity Period": the period of 80 years from the date hereof

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the "Services": surface water mains water sewage electricity gas and telecommunications"

NOTE 2: The land in this title forms part of the Retained Land referred to.

5	1996-06-12	The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 9 February 1996 referred to in the Charges Register.
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B: Proprietorship Register

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

Class of Title: Title absolute

Entry number Entry date

1	2009-04-24	PROPRIETOR: CHESHIRE WEST AND CHESTER BOROUGH COUNCIL of Property Information, Cheshire West and Chester Borough Council, The Portal, Wellington Road, Ellesmere Port CH65 0BA.
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C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date
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1	The land is subject to the following rights granted by a Deed dated 8 September 1981 made between (1) Gerald Law and John Trevor Law (Grantors) and (2) J. Sainsbury Limited:-
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The Grantors as beneficial owners hereby grant:.....

the rights set out in Clause 2 hereof

2. (a) The full right and liberty to increase the flow of water through the Ditch to a maximum of one hundred and twenty (120) cubic feet per minute

(b) The full right and liberty to enter once onto the Grantors' Land with or without workmen or others outside the Grantors' usual growing season (and at any other time in the case of emergency) to cut back and clear any trees shrubs reeds or vegetation on the banks of the Ditch which are nor may obstruct the free flow of water through it and cleanse the bottom of the Ditch Provided Always that the exercise of such rights shall not denude the banks of the Ditch so as to cause them to collapse.

NOTE: The ditch referred to runs along the south eastern boundary of the land in this title.

2 A Conveyance of the land in this title and other land dated 21 May 1984 made between (1) Gerald Law and John Trevor Law (Vendors) and (2) Whelmar (Chester) Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 1996-06-12 A Transfer of the land in this title and other land dated 9 February 1996 made between (1) J Sainsbury PLC and (2) J Sainsbury Developments Limited contains restrictive covenants.

NOTE: Copy filed under CH399258.

4 2002-05-17 A Transfer of adjoining land dated 9 May 2002 made between (1) J Sainsbury Developments Limited (Transferor) and (2) SP Manweb plc (Transferee) contains the following covenants by the vendor:-

"The Transferor HEREBY COVENANTS with the Transferee:-

(1) to keep the Transferee and its successors in title indemnified from and against all costs charges and expenses incurred or hereafter to be incurred in respect of the making up and completion of the Roads (and the sewers thereunder) for and until the adoption of the same by the appropriate authorities and

(2) so as to bind the Transferor's adjoining land into whosoever hands the same may come but not so as to render the Transferor liable for any breach of this covenant occurring after it has parted with all interest in such land that the Transferor and its successors in title and those deriving title under it

will not do or permit anything to be done in or upon the Transferors adjoining land described in clause 13.2 hereof which shall or may interfere with the exercise by the Transferee of the Rights or the Electric Lines or cause damage thereto or in any way render the Electric Lines in breach of any statute or regulation for the time being in force and applicable to Electric Lines"

5	2002-05-17	<p>The land is subject to the following rights granted by the Transfer dated 9 May 2002 referred to above:-</p> <p>"13.2 In further pursuance of the consideration aforesaid the Transferor with full title guarantee hereby grants unto the Transferee and its successors in title and all persons authorised by it FULL RIGHT AND LIBERTY:-</p> <p>(1) to lay erect install construct and use maintain repair renew inspect remove and replace Electric Lines within and under over and upon the Transferor's adjoining land shown cross hatched black on the Plan and in the approximate position indicated by a green line on the Plan and to enter onto with all necessary vehicles machinery and apparatus and break up the surface of so much of the Transferor's adjoining land as is necessary from time to time for the purpose of exercising the Rights the Transferee making good to the reasonable satisfaction of the Transferor or its successors in title any damage or disturbance caused to the surface of the Transferors adjoining land</p> <p>(2) to enter and be upon so much of the Transferors adjoining land as is necessary for the purpose of erecting and thereafter from time to time for the purpose of inspecting maintaining and repairing the substation building intended to be erected upon the Property</p>
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(3) to enter and be upon the Transferor adjoining land and at its own expense and in a proper woodmanlike manner to fell lop or cut from time to time all trees or other shrubs or the roots thereof which now or hereafter may interfere with the exercise of the Rights or the working of its Electric Lines

(4) in common with all others entitled thereto with or without vehicles of any description machinery and apparatus from time to time and at all times to pass and repass to and from the Property and to the public highway over and along the Roads and the land shown cross hatched black on the Plan for all purposes connected with the use and enjoyment of the Property until the Roads shall be adopted as highways maintainable at the public expense

(5) Until adoption as aforesaid to lay and maintain Electric Lines within and under all or any of the Roads

(6) to use or permit the Electric Lines to transmit and distribute any matters or thing the transmission of which is for the time being not prohibited by law to and from the Property from or to such place or places as the Transferee may within the perpetuity period require:-

TO HOLD the Rights unto the Transferee in fee simple to the INTENT that the Rights hereby granted may be annexed and appurtenant to the Property and the Electric Lines and the whole and every part of the Transferees undertaking".

NOTE 1: The "perpetuity period" referred to means the period 80 years from the date hereof

NOTE 2: Copy plan filed

NOTE 3: Copy Transfer filed under CH486315.

6 2002-06-26 A Transfer of the land in this title dated 16 May 2002 made between (1) J Sainsbury Developments Limited and (2) The Council of the City of Chester contains restrictive covenants.

NOTE: Copy filed.

7 The following are details of the covenants contained in the Conveyance dated 21 May 1984 referred to in the Charges Register:-

"THE PURCHASER with the intent so as to bind so far as practical the property hereby conveyed into whosoever hands the same may come and to benefit and protect the retained land of the Vendors or any part thereof HEREBY COVENANTS with the Vendors that it the Purchaser and its successors in title shall at all times hereafter observe and perform the stipulations and restrictions following in relation to the property hereby conveyed:

(a) No noisy offensive or dangerous trade or pursuit shall be carried on on the property hereby conveyed nor any trade or pursuit which may be or become in any way a nuisance annoyance or danger to the Vendors or their successors in title or to the owners or occupiers of the retained land or which may tend to depreciate the value of the retained land whether as market garden or as residential property nor shall any act to be done which may tend to depreciate the value of the retained land whether as market garden or as residential property nor shall any act to be done which may tend to depreciate the value of the retained land or any part thereof as residential property provided that nothing in this sub clause shall restrict the development of the property hereby conveyed for residential purposes.

(b) Not to connect into any sewers foul or clear

roads drains or pipes or services laid by the Vendors or their successors in title on the property hereby conveyed or the retained land without having contributed a fair proportion of the cost of laying or constructing the said sewers road drains or pipes or services such proportion to be determined in default of agreement by an independent arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof."