



Title register for:

land on the north east of North Road, Ellesmere Port (Freehold)

Title number: CH425205

Accessed on 19 September 2023 at 20:47:09

This information can change if we receive an application. This service can not tell you if HM Land Registry are dealing with an application.



This is not an official copy. It does not take into account if there's a pending application with HM Land Registry. If you need to prove property ownership, for example, for a court case, you'll need to order an official copy of the register.

Register summary

Title number CH425205

Registered owners PEEL L&P INVESTMENTS (NORTH) LIMITED
Venus Building, 1 Old Park Lane, TraffordCity,
Manchester M41 7HA

Last sold for £1,250,000 on 31 March 2008

This value covers more than just the land in this title

A: Property Register

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

Entry number **Entry date**

The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north east of North Road, Ellesmere Port.

2 The land has the benefit of the unrestricted right to use the portions of North Road giving access from the land in this title to Eastham and Ellesmere Port.

3 The land thereby affected has the benefit of the following rights reserved by the Deed of Exchange dated 12 October 1962 referred to in the Charges Register:-

"EXCEPT AND RESERVING to Vauxhalls in fee simple out of the pink land the mines minerals rights and easements specified in the Third Schedule hereto subject to and with the benefit of the provisions therein contained

THE THIRD SCHEDULE

Exceptions and Reservations out of the pink land

1. All mines and minerals in and under the pink land Provided that Vauxhalls shall not work the mines and minerals under the pink land without the previous consent in writing of the Canal Company

2. (a) The right and liberty at the risk and cost of Vauxhalls in all respects and in accordance with plans sections and specifications to be previously submitted to and approved in writing by the Chief Engineer for the time being of the Canal Company (hereinafter called "the Engineer") to construct and at all times thereafter to maintain a roadway not exceeding Twenty five feet in width along each of the two strips of land (hereinafter called "the hatched strips") shown hatched black on the pink

land on the plan annexed hereto between the points marked "H" and "I" and "J" and "K" on the said plan Together with the right for the purpose only of constructing and maintaining the said roadways to enter upon the land adjoining the hatched strips on both sides of each hatched strip for a distance of Fifteen feet therefrom respectively

(B) The right and liberty for Vauxhalls and their successors in title the owners tenants and occupiers of the green land and other the land in the Boroughs of Ellesmere Port and Bebington aforesaid now vested in Vauxhalls and their respective licensees and invitees at all times hereafter by day and by night to pass and repass with or without animals and vehicles laden or unladen over and along the hatched strips Provided that the Canal Company shall be at liberty to lay construct maintain and use on over or under the hatched strips such lines of pipes lines of cables and lines of railway (at a rail level of 50.0. A.O.D.) as they may from time to time think fit upon the following conditions:-

(i) If so required by three months notice in writing from the Canal Company Vauxhalls shall within the period of such notice at their own expense make such alterations to any roadways constructed thereon as may be necessary for the accommodation by level crossings of the said lines of railway.

(ii) The Canal Company shall not damage or interfere with any duct laid or to be laid by Vauxhalls under the hatched strips

(iii) Upon every occasion that the Canal Company shall excavate any trench in or otherwise interfere with the hatched strips or either of them for the purpose of laying or maintaining the said lines of pipes or lines of cables they shall with due

despatch refill every such trench and re-surface and restore the said land to its former condition

(iv) The Canal Company shall not at any one time excavate or obstruct more than half the width of either of the hatched strips without providing safe and effective temporary means of access along such strip of land for all traffic requiring to enter or leave the land of Vauxhalls at either end thereof

(v) If the Canal Company shall construct any such lines of railway as aforesaid crossing the hatched strips then:

(a) Vauxhalls shall thereafter in the use of the hatched strips and in the construction and maintenance of any roadways thereon and in the construction maintenance and repair therefrom of any ducts or tunnels laid thereunder take such steps:-

(I) As are necessary to prevent interference with the movement of railway traffic over and along the said lines of railway and

(II) As may from time to time be required by the Canal Company for the purpose of controlling and protecting the persons and vehicles passing over the hatched strips and

(b) The Canal Company shall thereafter take all reasonable steps to ensure that railway waggons shall not be left standing on the hatched strips so as to interfere with the use thereof by Vauxhalls or their successors in title

3. SUBJECT to the provisions of Paragraph 9 of this Schedule the right and liberty at the risk and cost of Vauxhalls in all respects and in accordance with plans sections and specifications to be previously submitted to and approved in writing by the

Engineer to construct under the whole or any part or parts of the hatched strips one or more ducts or tunnels of such size or sizes and at such depth or depths not higher than 44.0. A.O.D. as may be required by Vauxhalls Together with the right for the purpose only of constructing and maintaining such ducts or tunnels to enter upon the land adjoining the hatched strips on both sides of each hatched strip for a distance of Fifteen feet therefrom respectively And Together Also with the right and liberty to lay construct maintain and use in any such duct or tunnel such lines of pipes and lines of cables as Vauxhalls may from time to time think fit And Together Also with the right and liberty from time to time for Vauxhalls to enter the said ducts or tunnels for the purpose of maintaining repairing renewing emptying and cleansing the said ducts or tunnels and lines of pipes and lines of cables therein And Together Also with the right for Vauxhalls to maintain repair and renew the said ducts or tunnels from the surface of the hatched strips they Vauxhalls making good and restoring to their former condition the hatched strips and the surface thereof and the surface of the adjoining land upon every exercise of such rights.

.....

9. IT IS HEREBY AGREED AND DECLARED that:-

(i) Upon every occasion that Vauxhalls shall excavate any trench in or otherwise interfere with the land of the Canal Company in the exercise of any of the rights reserved to Vauxhalls by paragraphs 3 of this Schedule they shall with due despatch refill every such trench and re-surface and restore the said land to its former condition and

(ii) In the exercise of any and every of the rights reserved to Vauxhalls by paragraphs 3 of this

Schedule Vauxhalls shall take such steps as are necessary to prevent interference with the movement of railway traffic over and along any lines of railway hereafter constructed by the Canal Company upon its said land."

NOTE: The pink land does not affect the land in this title. The two strips hatched black between points H and I and J and K have been shown by brown hatching.

4		The land has the benefit of the rights granted by the Transfer dated 28 April 1998 referred to in the Charges Register.
5		The Transfer dated 28 April 1998 referred to in the Charges Register contains provisions as to light or air and boundary structures.
6	2004-03-08	The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer of the land in this title dated 17 January 2003 referred to in the Charges Register.
7	2004-03-08	The Transfer dated 17 January 2003 referred to above contains a provision excluding the operation of Section 62 of the Law of Property Act 1925 as therein mentioned.
8	2017-10-13	By a Deed of Release of Rights dated 14 August 2017 made between (1) Peel Investments (North) Limited and (2) Peel Environmental Limited, the rights granted in paragraphs 3, 4, 5, and 6 of Schedule 1 to the Transfer dated 17 January 2003 referred to above were released as to the land referred to therein.

NOTE: Copy filed.

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	2008-05-27	PROPRIETOR: PEEL L&P INVESTMENTS (NORTH) LIMITED (Co. Regn. No. 187724) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
2	1998-05-15	RESTRICTION:-Except under an order of the Registrar no transfer of the Property or any part shall be registered unless there shall be produced to the Registrar a certificate signed by the solicitor to the applicant for registration that the applicant has entered into a Deed of Covenant in accordance with paragraph 3 to the Third Schedule of the Transfer dated 28 April 1998 referred to in the Charges Register.
3	2008-05-27	The price stated to have been paid on 31 March 2008 for the land in this title and in title MS485058 was £1,250,000.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date	
1		Lease dated 12 June 1959 made between (1) The Secretary of State for Air and (2) Van Den Berghs and Jurgens Limited of rights to lay a hydrogen gas

main in the approximate position shown by a purple broken line on the filed plan for the term of 42 years from 29 September 1958 at the rent of £55.

NOTE 1: The rent of £55 referred to above has been informally apportioned as to £28.13.6d to the part of the land in this title affected by the Lease

NOTE 2: Copy Lease filed under CH4009.

2

The land is subject to the following rights reserved by a Conveyance of the land thereof and other land dated 24 July 1961 made between (1) The Secretary of State for Air and (2) Vauxhall Motors Limited:-

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor as is shown coloured green on the plan attached hereto and the estate owner or owners for the time being thereof and the occupiers thereof the rights specified in Part I of the Second Schedule hereto.

THE SECOND SCHEDULE hereinbefore referred to

PART I

Rights reserved out of the above written Conveyance

The right to use the 11 KV electric cable the position whereof is shown by a brown line on the plan attached hereto for the purpose of supplying electricity from the electricity supply line in Rivacre Road to the land coloured green on the said plan and the buildings now or hereafter to be erected thereon and the right to enter upon that part of the land hereby conveyed through which the said cable runs for the purpose of repairing maintaining and renewing the said cable PROVIDED that (except in case of emergency) such rights of entry shall on

every occasion be exercised only upon seven days previous notice in writing to the Purchasers AND PROVIDED that upon every exercise of such rights of entry the person exercising the same cause as little inconvenience as possible to the Purchaser and shall with all due despatch restore and make good all damage caused to the surface of the land entered upon and make good or compensate for all other damage which may be occasioned thereby to the Purchaser or its property AND PROVIDED further that the said rights of use and entry are subject to the provisions of clause 5 (b) of the above written Conveyance."

The following is a copy of Clause 5 (b) referred to:-

"IT IS HEREBY AGREED AND DECLARED as follows:-

Notwithstanding the hereinbefore contained reservation unto the Vendor of the right to use the 11 KV electric cable mentioned in Part I of the Second Schedule hereto the Purchaser may at any time hereafter and from time to time and at its own expense alter the position of the said cable or install in substitution therefor in some other position on its land another 11 KV electric cable affording a supply of electricity from the electricity supply line in Rivacre Road to the land coloured green on the plan attached hereto at the point marked 'E' on such plan and thereupon the rights specified in PART I of the Second Schedule hereto shall apply only to the said cable in its altered position or (as the case may be) to the substituted cable PROVIDED that there shall be no discontinuance in the supply of electricity at the point marked 'E'."

NOTE: The land coloured green lies to the West and East of the land in this title. The brown line does not affect the land in this title. The point marked

"E" does not affect the land in this title.

3 By the Conveyance dated 24 July 1961 referred to above the land was conveyed subject as follows:

"Such rights as now subsist for the owners and occupiers for the time being of the properties hatched yellow on the plan attached hereto to use such drains culverts and septic tank as are now constructed in and upon the land hereby conveyed for the purpose of running water and soil from the said properties hatched yellow on the said plan to the sewer pipe line leading to the Manchester Ship Canal the position whereof is shown by a green line on the said plan."

NOTE: The land hatched yellow lies to the north of the land in this title. The green line does not affect the land in this title.

4 The land cross hatched brown on the filed plan is subject to the rights of way granted by a Deed dated 11 May 1966 and made between (1) Vauxhall Motors Limited and (2) The Manchester Ship Canal Company

NOTE: Copy filed.

5 By an Agreement dated 24 June 1977 made between (1) Vauxhall Motors Limited and (2) The County Council of Merseyside the land edged mauve on the filed plan was dedicated to the use of the public as part of the highway.

NOTE: Copy filed under CH4009.

6 Lease dated 8 May 1997 of the land edged and numbered 1 in blue on the filed plan being an electricity substation site to Manweb PLC for 50 years from 8 May 1997. The Lease also grants the

following rights:-

"TOGETHER with the rights set out in the Second Schedule hereto so that such rights will be annexed and appurtenant to the whole and each and every part of Manweb's undertaking and the demised land

THE SECOND SCHEDULE hereinbefore referred to:

A The full and free right and liberty so far as the Lessor is able to grant the same for Manweb its officers employees and workmen and all persons authorised by it or them in common with the Lessor and all persons authorised by it and subject where appropriate to the performance and observance of clause 2 (8) of this Lease:-

(1) With or without vehicles of any description machinery and apparatus from time to time to pass and repass over and along the adjoining land of the Lessor coloured green on the said plan and North Road Ellesmere Port until such time as North Road is adopted as a public highway for all purposes connected with the use and enjoyment of the demised land

(2) To lay and maintain electric lines where reasonably necessary within and under the said land coloured green on the said plan and to break up the surface thereof as far as may be reasonably necessary from time to time for the purpose of laying relaying repairing and maintaining the electric lines doing as little damage as possible and making good any damage caused and restoring the surface as soon as possible

B The full and free right for Manweb:-

(1) Of support for the demised land and any

building erected or to be erected thereon from the adjoining land belonging to the Lessor

(2) To take in and expel air from and to the said adjoining land through any ventilators installed in the building to be erected or to be erected upon the demised land PROVIDED THAT this shall not entitle Manweb to acquire any rights to the free and uninterrupted passage of light or air"

NOTE 1: The land coloured green referred to is hatched green on the filed plan

NOTE 2: Lessee's title registered under CH411255.

7	1998-05-15	<p>A Transfer dated 28 April 1998 made between (1) Vauxhall Motors Limited and (2) The Manchester Ship Canal Company contains restrictive covenants.</p> <p>NOTE: Copy transfer (without plan) filed.</p>
8	1998-05-15	<p>The land is subject to the rights reserved the Transfer dated 28 April 1998 referred to above.</p>
9	1999-08-03	<p>Lease dated 4 May 1999 made between (1) The Manchester Ship Canal Company and (2) Bridgewater Paper Company Limited of rights to lay and construct a pipeline in the approximate position shown by a blue broken line on the filed plan and rights to inspect maintain repair and other rights as therein mentioned for the term of 99 years from 4 May 1999 at the rent of £3500 subject to review.</p> <p>NOTE: Copy lease filed.</p>
10	2001-08-20	<p>By a Deed dated 25 June 2001 made between (1) The Manchester Ship Canal Company and (2) Bridgewater Paper Company Limited the terms of</p>

the Lease dated 4 May 1999 referred to above were expressed to be varied.

NOTE: Copy Deed filed.

11 2004-03-08 A Transfer of the land in this title dated 17 January 2003 made between (1) The Manchester Ship Canal Company and (2) Peel Environmental Limited contains restrictive covenants.

NOTE: Copy filed.

12 2004-03-08 By a Deed dated 4 May 2004 made between (1) The Manchester Ship Canal Company and Peel Environmental Limited the Transfer dated 17 January 2004 referred to above was varied as therein mentioned.

NOTE: Copy filed.

13 2015-10-20 The land is subject to any rights that are granted by a Deed dated 16 October 2015 made between (1) Peel Land and Property (Ports) Limited (2) The Manchester Ship Canal Company Limited (3) Peel Investments (North) Limited and (4) SP Manweb Plc and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

14 2017-10-13 The land is subject for a term of 999 years from 14 August 2017 to any rights that are granted by a Deed of Grant dated 14 August 2017 made between (1) Peel Investments (North) Limited and (2) Peel Environmental Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE 1: See entry below relating to a Deed of Variation dated 24 October 2018.

NOTE 2: Copy filed.

15	2018-11-27	By a Deed of Variation dated 24 October 2018 made between (1) Peel Investments (North) Limited and (2) Peel Environmental Limited, the terms of the Deed of Grant dated 14 August 2017 referred to above were varied to give a revised definition of the Dominant Land.
----	------------	---

NOTE: Copy filed.