



Title register for:

land on the north east side of Rivacre Road, Hooton, Ellesmere Port
(Freehold)

Title number: CH4009

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Register summary

Title number	CH4009
Registered owners	VAUXHALL MOTORS LIMITED Osborne Road, Luton, Bedfordshire LU1 3YT
Last sold for	No price recorded

A: Property Register

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

Entry number	Entry date
1	CESHIRE WEST AND CHESTER 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 side of Rivacre Road, Hooton, 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.

4. 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 a duct or tunnel having an internal width not exceeding eight feet and an internal depth not exceeding Ten feet at the depth not higher than 44.0 A.O.D. required by Vauxhalls in the position shown by a red line between the points marked "L" and "M" on the plan annexed hereto Together with the right from time to time to enter on the land under which such duct or tunnel is constructed and within Fifteen feet of each side thereof for the purpose of constructing maintaining and repairing the said duct or tunnel And Together Also with the right for Vauxhalls to lay construct

maintain and use in such duct or tunnel such lines of pipes and lines of cables as they may from time to time think fit And Together Also with the right for Vauxhalls from time to time to enter the said duct or tunnel for the purpose of maintaining repairing renewing emptying and cleansing the said duct or tunnel and lines of pipes and lines of cables therein

5. SUBJECT to the provisions of paragraph 9 of this Schedule the right and liberty at the risk and cost of Vauxhalls in all respects to lay below the surface at a depth not higher than 44.0 A.O.D. required by Vauxhalls a Seventy two inch diameter pipe in the position shown on the plan annexed hereto by a blue line between the points marked "N" and "O" thereon Together with the right and liberty of running and passage of surface water and trade effluent through the said pipe from all and every part of the land in the Boroughs of Ellesmere Port and Bebington aforesaid now or hereafter vested in Vauxhalls and any buildings now or hereafter to be erected thereon And Together Also with the right for the purpose of repairing maintaining renewing emptying and cleansing the said pipe to enter on the land within Fifteen feet of each side thereof

6. SUBJECT to the provisions of paragraph 9 of this Schedule the right and liberty at the risk and cost of Vauxhalls in all respect to lay below the surface at the depth not higher than 44.0 A.O.D. required by Vauxhalls a Forty eight inch diameter pipe in the position shown on the plan annexed hereto by a brown line between the points marked "P" and "Q" thereon Together with the right and liberty of running and passage of surface water and trade effluents through the said pipe from all and every part of the land in the Boroughs of Ellesmere Port and Bebington aforesaid now or hereafter vested in Vauxhalls and any buildings now or hereafter to be erected thereon And Together Also with the right for the purpose of repairing maintaining renewing

emptying and cleansing the said pipe to enter on the said land within Fifteen feet of each side thereof

7. The right and liberty to run surface water from Vauxhalls land in the Boroughs of Bebington and Ellesmere Port through the existing pipe shown by a green line on the said plan

8. SUBJECT to the provisions of paragraph 9 of this Schedule the right and liberty at the risk and cost of Vauxhalls in all respect of lay below the surface at a depth nor higher than 44.0 A.O.D. required by Vauxhalls three pipes each of a diameter of Twelve inches in the position shown on the plan annexed hereto by an orange line between the points marked "L" and "M" thereon Together with the right and liberty of running trade effluents through the said pipes from all and every part of the land in the Boroughs of Ellesmere Port and Bebington vested in Vauxhalls and any buildings now or hereafter to be erected thereon And Together Also with the right for the purposes of repairing maintaining renewing emptying and cleansing the said pipes to enter on the land within Fifteen feet of each side thereof

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 3,4,5,6 and 8 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 3,4,5,6 and 8 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 following references have been drawn on the filed plan for the part referred to on the plan annexed to the Deed of Exchange: The pink land has been shown by blue tinting. The green land has been shown by yellow hatching. the two strips hatched black between points H and I and J and K have been shown by brown hatching. The red line between points L and M has been shown by a blue broken line between points M and N. The blue line between points N and O has been shown by a blue broken line between points O and P. The brown line between points P and Q has been shown by a blue broken line between points Q and R. The green line has been shown by a blue broken line between points S and T and the orange line between points L and M has been shown by a red broken line.

4

The Conveyance dated 24 July 1961 referred to in the Charges Register contains the following provision as to rights of light and air which relates to the land tinted pink and tinted brown on the filed plan:-

"THIS Conveyance shall not include or confer any easement liberty or privilege over or in respect of the land of the Vendor adjoining the entire North West boundary of the land hereby conveyed and hereinafter called "the retained land" except such easements as are hereby expressly granted

IT IS HEREBY AGREED AND DECLARED as follows:-

Notwithstanding anything in the conveyance hereinbefore contained the vendor or other the owner or owners for the time being of the retained

land or any part thereof shall be at liberty to erect such buildings or erections on any part of the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land and to alter or add to or use the same or any existing buildings or erections on the retained land in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser or its successors in title from and over the retained land may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this conveyance be deemed henceforth to be enjoyed by the Purchaser and its successors in title with the consent of the owner or owners of the retained land subject to the provisions of this clause and not otherwise."

5 There are excluded from the registration of the land tinted mauve on the filed plan the mines and minerals excepted by the Conveyance dated 14 August 1961 referred to in the Charges Register:-

"RESERVING nevertheless unto the Canal Company all mines and minerals in and under the said land PROVIDED that the Canal Company shall not work the mines and minerals under the said land without the previous consent in writing of Vauxhalls."

6 There are excluded from the registration of the land hatched yellow on the filed plan the mines and minerals excepted by the Deed of Exchange dated 12 October 1962 referred to in the Charges Register:-

"EXCEPT AND RESERVING to the Canal Company in fee simple out of the green land:-

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

NOTE: The green land referred to is hatched yellow
on the filed plan.

7	1972-05-24	The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
8	1991-03-18	<p>Pursuant to a Transfer dated 14 January 1991 made between (1) Vauxhall Motors Limited and (2) Vauxhall Properties Limited only the plant and machinery described in the first schedule to that deed and other fixtures and fittings of any nature whatsoever on the land edged and numbered 1 and 2 in brown on the filed plan remain in the title. The first schedule referred to describes the property remaining in the title in the following terms:-</p> <p>"THE FIRST SCHEDULE above referred to</p> <p>"the Plant and Machinery" means all those items of plant and machinery and other fixtures and fittings in and on the Property as at the date hereof including (but not limited to) all such items in respect of which the Vendor has claimed or shall have claimed allowances on capital expenditure for taxation purposes pursuant to the legislation relating to capital allowances in respect of plant and machinery or which are items ancillary to such items in respect of which such allowances have been or shall have been so claimed"</p>
9	1991-03-18	The land has the benefit of the following exceptions and reservations contained in the Transfer dated 14

January 1991 referred to above:-

"subject to the exceptions and reservations contained in the Second Schedule hereto"

"THE SECOND SCHEDULE above referred to

1. The free and uninterrupted passage and flow of soil gas air water effluent electricity telephone computer and other services ("the Services") of any description passing through any pipes wires cables conduits or other conducting media which may now be laid or constructed through over or under the Property which benefit the land and buildings to be retained by the Transferor following the sale of the Property to The Transferee adjoining near to or adjacent to the Property (hereinafter called "the Retained Land") together with the right on giving reasonable prior written notice to the Transferee or its successors in title or other for the occupier for the time being of the Property (except in the case of emergency) to enter upon all necessary parts of the Property with or without workmen materials plant and equipment and to open up the surface thereof for the purpose of inspecting connecting disconnecting repairing maintaining cleansing and replacing the same causing as little damage as possible and making good any damage caused thereby in a good and workmanlike manner and to the reasonable satisfaction of the Transferee or its successors in title or other occupier for the time being of the Property Provided Always that the Transferee or its successors in title to the Property may on giving reasonable prior written notice to the Transferor divert the route of the Services to other locations within the Property

2. All easements quasi-easements privileges and rights whatsoever now enjoyed by the Retained Land under over or in respect of the Property as if

the Retained Land and the Property had at all times hereafter been in separate ownership and occupation and such matters had been acquired by prescription or formal grant

3. The right at any time to erect or permit to be erected any buildings of whatsoever nature on the Retained Land and to alter any such buildings for the time being upon the Retained Land notwithstanding that such erection or alteration may obstruct or interfere with or diminish the passage and access of light and air to the Property or any part thereof so that all privileges of light and air now or hereafter enjoyed over any part of the Retained Land by or in respect of the Property should be deemed to be enjoyed by licence and consent of the Transferor and not at of right"

10	1997-04-14	<p>The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 17 March 1997 referred to in the Charges Register.</p> <p>NOTE: A copy of the Licence dated 17 October 1962 referred to is filed under CH409500.</p>
11	1997-04-14	<p>The Transfer dated 17 March 1997 referred to in the Charges Register contains provisions as to light or air and boundary structures.</p>
12	1998-05-15	<p>The land has the benefit of the following rights reserved by the Transfer dated 28 April 1998 referred to in the Charges Register:-</p> <p>"EXCEPT AND RESERVING to the Transferor for the benefit of the Transferor's Retained Land and each and every part thereof and the owners tenants occupiers and others from time to time having an interest in the Transferor's Retained Land and to Vauxhall Properties for the benefit of Vauxhall</p>

Properties' Retained Land and each and every part thereof and the owners tenants occupiers and others from time to time having an interest in Vauxhall Properties' Retained Land the rights set out in the Second Schedule hereto

THE SECOND SCHEDULE

(Rights Excepted and Reserved to the Transferor and Vauxhall Properties)

The right to the free and uninterrupted use of all Conduits now and from time to time under the Property for the free and uninterrupted passage of water and soil to and from the Transferor's Retained Land and Vauxhall Properties' Retained Land and the right of access to the Property with or without workmen plant and machinery for all purposes connected with the repair maintenance renewal laying and relaying of such Conduits and the right to carry out such works of repair maintenance renewal laying or relaying subject to the Transferor Vauxhall Properties or other person exercising such right giving to the Transferee reasonable prior notice of its intention to exercise the same and subject to the person exercising the same causing no obstruction to the access to the Property save where a suitable temporary alternative access shall be provided and causing as little damage or inconvenience as possible to the users of the Property and subject to any damage caused to the Property being made good as soon as practicable"

13	2000-10-03	The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered CH458519 in green on the filed plan dated 27 September 2000 made between (1) Vauxhall Motors Limited and (2) The Hooton Park Trust.
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NOTE: Copy filed under CH458519.

14 2022-07-15 The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered CH715738 in green on the title plan dated 14 July 2022 made between (1) Vauxhall Motors Limited and (2) Stoford Ellesmere Port Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under CH715738.

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 PROPRIETOR: VAUXHALL MOTORS LIMITED (Co. Regn. No. 135767) of Osborne Road, Luton, Bedfordshire LU1 3YT.

2 A Transfer of part of the land in this title dated 24 July 1961 made between (1) The Secretary of State for Air (Vendor) and (2) Vauxhall Motors Limited (purchaser) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

3 RESTRICTION:-Except under an Order of the Registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the Secretary, the Solicitor or a Director thereof has been furnished that such charge does not contravene any of the provisions of the Memorandum or Articles of Association of the said

NOTE 1: A Deed dated 29 July 1921 and made between (1) Mary Straker and The Right Honourable William Westenra Baron Rossmore and (2) British Dyestuffs Corporation Limited contains certain covenants and provisions by way of indemnity against the said rentcharge and refers to an indemnity against the same contained in a Deed dated 18 August 1851 and made between (1) William Healing and (2) Richard Christopher Naylor.

NOTE 2: Copy Deed filed.

2 A Conveyance of the land edged and numbered 1 in blue on the filed plan dated 7 April 1921 made between (1) Mary Straker and The Right Honourable William Westenra Baron Rossmore (Present Trustees) (2) The Right Honourable Mollie Lady Rossmore, Mary Straker and (3) His Majesty's Principal Secretary of State for the War Department (Secretary of State) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 A Conveyance of the land tinted yellow on the filed plan dated 20 February 1923 made between (1) George Herbert Dawson and Alexander Strain (vendors) (2) Kathleen Wilhelmina Simpson Dawson (purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 An Agreement dated 20 February 1959 made between (1) The Manchester Ship Canal Company and (2) Mobil Oil Company Limited relates to laying oil pipelines in the approximate position shown by a yellow broken line on the filed plan.

NOTE: Copy filed.

5

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.

6

The land is subject to the following rights reserved by a Conveyance of the land tinted pink and tinted brown on the filed plan 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 has been edged brown on the filed plan
The brown line is shown by a brown broken line on the filed plan. The point marked E is lettered A on the filed plan

7

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 has been edged yellow on the filed plan. The green line is shown by a green broken line on the filed plan.

8

A Conveyance of the land tinted mauve on the filed plan dated 14 August 1961 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

9

The land tinted mauve on the filed plan is subject to the following rights reserved by the Conveyance dated 14 August 1961 referred to above:-

"AND ALSO RESERVING in fee simple out of this Conveyance the rights and easements specified in the Second Schedule hereto but subject to the provisions therein contained

THE SECOND SCHEDULE above referred to

Rights and Easements Excepted and Reserved to the Canal Company

1. The free and uninterrupted rights of passage and running of water and soil (so far as the same are now exercised) from the other lands of the Canal Company adjoining or near to the said land through the drains and watercourses which now are in under or upon the said land.

2. The right and liberty for the Canal Company as owners of large areas of land adjoining and in the neighbourhood of the said land and their successors in title and all persons authorised by them to lay construct and maintain under that portion of the said land which is shown hatched red on the plan and for ever thereafter to use such oil pipes water pipes and electric cables with ancillary works and such other pipes and cables and ancillary works of whatsoever description as they shall think fit with liberty for the Canal Company their servants agents and workmen and all persons authorised by them at all times to enter upon the said land for the purpose of laying constructing maintaining replacing and inspecting the said pipes and cables and ancillary works or any of them Provided that the Canal Company or other the person exercising the aforesaid right and liberty shall refill any trench excavated by them but shall not be under any obligation to re-surface the said land after such refilling has been completed and Provided Further That the Canal Company or other the person exercising the aforesaid right and liberty shall not at any one time excavate or obstruct more than half the width of any road crossing the land hatched red without providing safe and effective temporary means of access along such road for all traffic requiring to enter or leave the said land and

the adjoining land of Vauxhalls."

NOTE: The land hatched red referred to is hatched red on the filed plan.

10

The land hatched blue on the filed plan is subject to the following rights granted by the Conveyance dated 14 August 1961 referred to above:-

"VAUXHALLS as Beneficial Owners hereby grant unto the Canal Company ALL THOSE the rights and easements specified in the Third Schedule hereto TO HOLD the same unto the Canal Company in fee simple subject to the provisions in the said Schedule contained

THE THIRD SCHEDULE above referred to

Rights and Easements granted to the Canal Company

The right and liberty for the Canal Company as owners of large areas of land adjoining and in the neighbourhood of the said land and their successors in title and all persons authorised by them to lay construct and maintain under that portion of North Road which is shown hatched blue on the plan and for ever thereafter to use such oil pipes water pipes and electric cables with ancillary works and such other pipes and cables and ancillary works of whatsoever description as they shall think fit with liberty for the Canal Company their servants agents and workmen and all persons authorised by them at all times to enter upon the said portion of North Road for the purpose of laying constructing maintaining replacing and inspecting the said pipes and cables and ancillary works or any of them Provided That the Canal Company or other the persons exercising the aforesaid right and liberty shall with all due despatch refill any trench excavated by them and resurface and make good to

its former condition the said portion of North Road and Provided Further That the Canal Company or other the person exercising the aforesaid right and liberty shall not at any one time excavate or obstruct more than half the width of the said portion of North Road without providing safe and effective temporary means of access along the said portion of North Road and of passing over the pipeline crossing thereof for all traffic requiring to enter or leave the said land and adjoining land of Vauxhalls."

NOTE: The land hatched blue referred to is hatched blue on the filed plan.

11 A Deed of Exchange of the land hatched yellow on the filed plan dated 12 October 1962 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

12 The land hatched yellow on the filed plan is subject to the following rights reserved by the Deed of Exchange dated 12 October 1962 referred to above:-

"EXCEPT AND RESERVING to the Canal Company in fee simple out of the green land

The rights of free and uninterrupted passage and running of water and soil as the same are now exercised from the other lands of the Canal Company adjoining or near to the green land through the drains and watercourses which now are in under or upon the same."

NOTE: The green land referred to is hatched yellow on the filed plan.

13

The land hatched yellow on the filed plan is subject to the following rights contained in the Deed of Exchange dated 12 October 1962 referred to above:-

"The right to run surface water from the strip of land Sixty feet wide on the southerly side of the pink land between the points marked "E" and "F" on the said plan on to the green land and the adjoining land of Vauxhalls at a point and in a manner to be determined by Vauxhalls."

NOTE: The pink referred to has been tinted blue on the filed plan. The points marked E and F referred to are lettered K and L respectively on the filed plan.

14

The land tinted brown on the filed plan is subject to the rights of all persons (if any) other than The Secretary of State for Air to use the same.

The Conveyance dated 14 August 1961 referred to above contains the following provisions relating to the land tinted brown on the filed plan:-

"(a) The Canal Company as Beneficial Owners hereby surrender unto Vauxhalls ALL THOSE the rights and easements specified in the Fourth Schedule hereto conveyed to the Canal Company by the hereinbefore recited Conveyance of the twenty-ninth day of September One thousand nine hundred and twenty-six so far as the same extend over that portion of North Road which runs between the points marked "C" and "F" on the plan and all other (if any) the rights and easements now vested in the Canal Company over under or in respect of the said portion of North Road TO HOLD the same unto Vauxhalls in fee simple to the intent that the same shall merge and be extinguished.

(b) The Canal Company hereby warrant to

Vauxhalls that the Canal Company have not granted to any other person any right or easement over and under or in respect of the said portion of North Road between the said points marked "C" and "F" on the plan

THE FOURTH SCHEDULE above referred to

Rights and Easements over North Road granted by the before recited Conveyance of the twenty-ninth day of October One thousand nine hundred and nineteen and conveyed to the Canal Company by the before recited Conveyance of the twenty-ninth day of September One thousand nine hundred and twenty-six

"Full right and liberty for the Purchasers and their assigns the owners or occupiers of the described lands and their undertenants and servants at all times after the date hereof by day or by night and for all purposes with or without horses carts carriages or wagons traction engines motor cars (whether for pleasure or trade purposes) or any other vehicles propelled or drawn otherwise than by horse power or human power laden or unladen to go pass and repass and to drive animals along over or upon the road between the point marked 'D' on the said plan and the point marked 'D2' on the said plan."

NOTE: So much of that portion of North Road as runs between the points marked C and F on the plan annexed to the Conveyance dated 14 August 1961 lies between the points K and L on the filed plan.

The land is subject to rights relating to a foul drain in the approximate position shown by a blue broken line between the points lettered V and W on the filed plan rights to discharge surface water on the land at the point marked "U" on the filed plan and

rights of way over the land cross hatched blue on the filed plan granted by a Deed dated 30 July 1964 made between (1) Vauxhall Motors Limited and (2) Petroleum Storage Limited for the residue of a term of 999 years from 1 September 1962.

NOTE: Copy filed.

16 The land tinted brown between the points X and Y and 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.

17 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.

18 1997-04-14 A Transfer of the land edged and numbered CH409500 in green on the filed plan and other land dated 17 March 1997 made between (1) Vauxhall Motors Limited (2) Vauxhall Properties Limited and (3) The Urban Regeneration Agency contains a Vendors restrictive covenant.

NOTE: Copy Transfer filed.

19 1997-06-05 Lease dated 8 May 1997 of the land edged and numbered 1 in yellow 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.

20	1998-05-15	<p>The land is subject to the following rights granted by a Transfer of the land edged and numbered CH425205 in green on the title plan dated 28 April 1998 made between (1) Vauxhalls Motors Limited (Transferor) and (2) The Manchester Ship Canal Company (Transferee):-</p> <p>"TOGETHER WITH the rights set out in the First Schedule for the benefit of the Property and each and every part thereof and the owners tenants occupiers and others from time to time having an interest in the Property</p> <p>THE FIRST SCHEDULE</p> <p>(Rights Granted to the Transferee)</p> <ol style="list-style-type: none"><li data-bbox="660 1581 1489 1805">1. The unrestricted right at all times and for all purposes (in common with the Transferor Vauxhall Properties and all others from time to time having a like right) to pass and repass over the Roadway with or without vehicles<li data-bbox="660 1868 1489 2094">2. The right to connect to and use (in common with the Transferor Vauxhall Properties and all others from time to time having a like right) such Conduits as may presently exist under the Roadway as may from time to time be required to service the
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Property and thereafter the right to use all such conduits for the free and uninterrupted passage of water soil gas electricity air light information and other matters to and from the Property

3. The right of access at all times with or without workmen plant and equipment to any Conduits from time to time under the Roadway subject to the Transferee:

(a) giving to the Transferor reasonable prior notice of its intention to exercise the same; and

(b) causing as little damage or disturbance as possible and making good any damage so caused as soon as practicable; and

(c) carrying out any works pursuant to such rights:

(i) in a good and workmanlike manner

(ii) in compliance with all statutes statutory orders and regulations under or deriving validity therefrom and any requirements of any codes of practice of local authorities affecting the same and any obligations made by agreement or undertaking pursuant to statute

(iii) without prejudice to the foregoing without preventing traffic flows along the Roadway and the remainder of the land and buildings on the Transferor's Retained Land and Vauxhall Properties' Retained Land

(iv) in accordance with plans and specifications first approved in writing by the Transferor and Vauxhall Properties such approval not to be unreasonably withheld or delayed"

NOTE: Definitions-

"Conduits" means pipes wires sewers drains channels ducts cables and any other medium for the passage or transmission of water soil gas electricity air light information and other matters including where relevant ancillary apparatus equipment and structures in connection therewith

"Roadway" means the roadway for the purposes of identification only tinted pink on the Plan

"Transferor's Retained Land" means all that the remainder of the freehold land registered under Title Number CH4009 and which is not comprised in the Property

"Vauxhall Properties' Retained Land" means all that freehold land registered under Title Number CH337975.

21	2017-02-02	The land is subject to any rights that are granted by a Deed dated 27 August 1974 made between (1) Vauxhall Motors Limited and (2) British Gas Corporation and affect the registered land.
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The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

22	2021-08-31	The land is subject to the easements granted by a lease of land lying to the south east of North Road dated 29 July 2021 made between (1) Vauxhall Motors Limited and (2) Elliott Group Limited for a term of years commencing on and including 1 August 2021 and ending on and including 31 December 2023.
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NOTE: Copy filed.

23	2022-04-05	UNILATERAL NOTICE affecting land on the east
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side of Rivacre Road, Hooton in respect of a Contract for Sale dated 1 April 2022 made between (1) Vauxhall Motors Limited (2) Stoford Ellesmere Port Limited and (2) Stoford Properties Limited.

24 2022-04-05 BENEFICIARY: Stoford Ellesmere Port Limited of 26-28 Ludgate Hill, Birmingham, United Kingdom, B3 1DX.

25 The following are details of the covenants contained in the Conveyance dated 7 April 1921 referred to in the Charges Register:-

"THE Secretary of State with the intent to bind himself his successors and assigns but as to himself and his successors in their or his official capacity only and not further or otherwise hereby covenant with the Present Trustees First that the Secretary of State his successors and assigns will not erect or permit to be erected any buildings on any part of the piece of land hereby conveyed situate within Forty Feet of any of the boundaries thereof."

26 The following are details of the covenants contained in the Conveyance dated 20 February 1923 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendors their heirs executors administrators and assigns that she the Purchaser her heirs executors administrators or assigns will not erect or permit to be erected any building on any part of the land hereby assured situate within forty feet of the Southerly boundary thereof or of the said road leading from Eastham to Overpool."

NOTE: The road referred to is the road abutting the land tinted yellow on the filed plan.

27 The following are details of the covenants

contained in the Conveyance dated 14 August 1961 referred to in the Charges Register:-

"VAUXHALLS hereby covenant with the Canal Company to the intent that the Burden of this covenant may run with and bind the said land and every part thereof into whosoever hands the same may come to observe and perform the covenants set forth in the Fifth Schedule hereto.

THE FIFTH SCHEDULE above referred to

Covenants by Vauxhalls

1. Forthwith to fence off the said land from the adjoining lands of the Canal Company between the points marked 'X' 'Y' and 'Z' on the plan and (when so required by the Canal Company) between the points marked 'Z' and 'W' and 'Z' and 'V' with good and substantial fences to the satisfaction of the Canal Company and to provide in such fences suitable gates opening outwards and inwards such gates when opened over any line of railway to leave a space of fifteen feet clear measured square to the line of railway and to the like satisfaction maintain such fences and gates in good repair and condition and renew the same when necessary and in default thereof the Canal Company may erect such fences and gates and execute repairs and renewals at the expense of Vauxhalls who shall from time to time on demand repay to the Canal Company any moneys expended by them for the aforesaid purposes

2. To keep the Canal Company fully and effectually indemnified against all losses costs charges claims damages or expenses of every description and howsoever occurring (otherwise) than by the negligence of the Canal Company their servants or agents) which may be sustained or incurred by reason or in consequence of the construction

maintenance or user of the railway connection mentioned in the Sixth Schedule hereto.

3. Not to erect or permit or suffer to be erected upon that portion of the said land which is shown hatched red upon the plan any erection or building whatsoever but to use the same only for the purpose of obtaining access to the said land and adjoining land in particular so as not to cause any damage injury or interference to any pipes and cables and ancillary works which are now or may at any time be laid thereunder pursuant to the rights reserved by the above written Conveyance.

4. Not to erect or permit or suffer to be erected upon the remainder of the said land any dwellinghouses except dwellinghouses for the use of a manager watchman or foreman employed in or about the business carried on upon the said land and adjoining land of Vauxhalls.

5. Not to do or permit or suffer to be done upon the said land any act matter or thing which shall be a nuisance or hindrance to the navigation of vessels along the Manchester Ship Canal."

NOTE: The points V,W,X,Y and Z referred to are lettered B,C,D,E and F respectively on the filed plan. The land hatched red referred to is hatched red on the filed plan

The following are details of the covenants contained in the Deed of Exchange dated 12 October 1962 referred to in the Charges Register:-

"Vauxhalls to the intent that the covenants hereinafter contained may run with and be binding upon the green land into whosoever hands the same may come hereby covenant with the Canal Company as follows:-

(a) Forthwith to erect between the points marked "A" and "B" "B" and "C" "C" and "D" and "A" and "E" and "F" on the said plan good and substantial fences to the satisfaction of the canal Company and to provide in such fences suitable gates opening outwards and inwards and to the like satisfaction maintain such fences and gates in good repair and condition and renew the same when necessary and in default thereof the Canal Company may erect such fences and gates and execute repairs and renewals at the expense of Vauxhalls who shall from time to time on demand repay to the Canal Company any moneys expended by them for the aforesaid purpose.

(b) To keep the Canal Company full and effectually indemnified against all losses costs charges claims damages expenses or injury of every description and howsoever occurring (otherwise than by the negligence of the Canal Company their servants or agents) which may be sustained or incurred by reason or in consequence of the construction maintenance or user of the roadways ducts or tunnels pipes and cables mentioned in the Third Schedule hereto.

(c) Not to use or permit or suffer the green land to be used for any other purpose than that of a collecting ground for surface water and effluent intended to be discharged into the Manchester Ship Canal and for the erection thereon of any necessary treatment and disposal plants

(d) Not to do or permit or suffer to be done upon the green land any act matter or thing which shall be a nuisance or hindrance to vessels navigating the Manchester Ship Canal."

NOTE: The green land referred to has been hatched yellow on the filed plan. The points marked A, B,C,D,E and F referred to are lettered G,H,I,J,K and

L respectively on the filed plan.