



Title register for:

Land on the north side of North Road, Ellesmere Port (Freehold)

Title number: CH526963

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Register summary

Title number CH526963

Registered owners The Manchester Ship Canal Company Limited
Maritime Centre, Port of Liverpool, Liverpool L21 1LA

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 2004-10-05 CHESHIRE 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 side of North Road, Ellesmere Port.

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| 2 | 2004-10-05 | The mines and minerals from the land tinted pink, tinted blue and tinted mauve on the title plan are excepted. |
| 3 | 2004-10-05 | The parts of the land affected thereby have the benefit of the rights reserved by but are subject to the rights granted by a Conveyance of land on the north east side of North Road dated 23 December 1929 made between (1) The Manchester Ship Canal Company and (2) Bowater's Mersey Paper Mills Limited. |

NOTE 1: Copy filed under CH173699

By a Deed dated 14 August 1931 made between (1) The Manchester Ship Canal Company (2) Bowater's Mersey Paper Mills Limited and (3) The Law Debenture Corporation Limited the rights granted by Section E of the First Schedule to the Conveyance dated 23 December 1929 referred to above were released. The parts of the land affected thereby are subject to the rights granted by the said Deed.

NOTE 2: Copy filed under CH526718

By a Deed dated 9 March 1933 made between (1) The Manchester Ship Canal Company (2) Bowater's Mersey Paper Mills Limited and (3) The Law Debenture Corporation Limited the terms of the Deed dated 14 August 1931 referred to above were varied as therein mentioned.

NOTE 3: Copy filed under CH526718.

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| 4 | 2004-10-05 | The parts of the land affected thereby have the benefit of the rights granted and reserved by a |
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Conveyance of land lying to the south west of the land in this title dated 14 August 1961 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited.

NOTE: Copy filed under CH526714.

5 2004-10-05 The land tinted mauve on the title plan has the benefit of but is subject to the rights granted and reserved in a Conveyance dated 12 October 1962 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited.

NOTE 1: The approximate position of the six inch hydrogen gas main referred to is shown by a blue broken line on the title plans so far as it affects the land in this title

NOTE 2: Copy filed.

6 2004-10-05 The land has the benefit of the rights granted by a Deed dated 11 May 1966 made between (1) Vauxhall Motors Limited and (2) The Manchester Ship Canal Company.

NOTE: Copy filed under CH4009.

7 2004-10-05 The land has the benefit of the following rights reserved by a Conveyance of land lying to the east of the land in this title dated 2 May 1957 made between (1) The Manchester Ship Canal Company (the Canal Company) and (2) Bowaters United Kingdom Pulp and Paper Mills Limited:-

"EXCEPT AND RESERVING unto the Canal Company and its successors and assigns the free uninterrupted passage and running of water and soil from the other lands of the Canal Company adjoining or near to the said land through the drains watercourses dykes and ditches which now are in

or upon the said land"

8 2005-01-04 The land has the benefit of the following rights reserved by a Deed of Exchange of land on the east side of the land in this title dated 24 February 1967 made between (1) Bowaters United Kingdom Pulp and Paper Mills Limited (Bowaters) (2) The Law Debenture Corporation Limited and (3) The Manchester Ship Canal Company (Canal Company):-

"Bowaters hereby grant to the Canal Company in fee simple a right of way for the Canal Company and its successors in title owner or owners for the time being of the land adjoining the land described in the Second Schedule hereto and now in the ownership of the Canal Company and the licensees of the foregoing at all times and for all purposes with or without vehicles over the property described in the Second Schedule hereto PROVIDED THAT AND IT IS HEREBY AGREED AND DECLARED that the route of the said right of way shall be at the sole direction of Bowaters and may at any time be altered by them on giving reasonable prior notice of any such alteration to the Canal Company".

NOTE 1: The property described in the Second Schedule is edged red on Plan 2 to the Deed of Exchange dated 24 February 1967.

NOTE 2: Copy Plan 2 filed.

9 2006-10-26 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

10 2020-12-14 The land has the benefit of (except as mentioned in the note below) any legal easements reserved by a

Transfer dated 20 November 2020 referred to in the Charges Register but is subject to any rights that are granted the said deed and affect the registered land.

NOTE 1: The easements reserved in the Transfer are included in the registration only so far as they are capable of subsisting at law and are reserved over the land edged and numbered CH701916 in green on the title plan.

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	2004-10-05	PROPRIETOR: THE MANCHESTER SHIP CANAL COMPANY LIMITED (Co. Regn. No. 7438096) of Maritime Centre, Port of Liverpool, Liverpool L21 1LA.
2	2004-10-05	RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be completed by registration unless a certificate is given by Manchester Ship Canal Company that the disposition is made in accordance with the provisions of the Manchester Ship Canal Acts of 1885, 1893, 1897, 1911 or 1912 or the Manchester Ship Canal (Surplus Lands) Act 1893.
3	2009-06-09	The proprietor's address for service has been changed.
4	2020-12-14	RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of

the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.42 of a Transfer dated 20 November 2020 referred to in the Charges Register have been complied with or that they do not apply to the disposition.

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	2004-10-05	<p>The land tinted blue on the title plan is subject to a yearly rentcharge of one shilling created by a Conveyance thereof and other land dated 12 November 1888 made between (1) The Queen's Most Excellent Majesty (2) The Board of Trade and (3) The Manchester Ship Canal Company.</p> <p>NOTE: Copy filed under CH350372.</p>
2	2004-10-05	<p>The land tinted blue on the title plan is subject to the rights reserved by the Conveyance dated 12 November 1888 referred to above.</p>
3	2004-10-05	<p>By a Conveyance dated 29 September 1926 made between (1) British Dyestuffs Corporation Limited and (2) The Manchester Ship Canal Company the land tinted brown on the title plan was with other land conveyed subject as follows:-</p> <p>"And subject also to the exception and reservation in favour of the Naylor Trustees contained in the Conveyance of 1919 And subject also to the rights of (i) the Minister of Munitions and (ii) The Wirral Rural District Council subject to which so much of the premises as was comprised in the Conveyance</p>

1919 was thereby conveyed And subject also to the obligations imposed on the Vendors by Sub-clause (3) of Clause 6 and by Clause 7 of the Conveyance of 1921."

NOTE 1: The Conveyance of 1919 means a Conveyance dated 29 October 1919 made between (1) Mary Straker and Christopher John Leyland (2) The Right Honourable Mittie Lady Rossmore and Mary Straker and (3) British Dyestuffs Corporation (Blackley) Limited, The Conveyance of 1921 means a Conveyance dated 29 July 1921 made between (1) The Naylor Trustees (2) Mittie Lady Rossmore and Mary Straker (3) The Ellesmere Port and Whitby Urban District Council (4) Blackley Company and (5) British Dyestuffs Corporation Limited but neither the original nor a certified copy or examined abstract thereof was produced on first registration

NOTE 2: Copy Conveyance dated 29 October 1919 filed under CH185812.

4	2004-10-05	<p>By a Conveyance dated 12 December 1951 made between (1) Imperial Chemical Industries Limited and (2) The Manchester Ship Canal Company the land tinted yellow on the title plan was with other land conveyed subject as follows:-</p> <p>"Except and Reserved to the Vendors in fee simple as appurtenant to the land coloured blue on the said plan for all purposes connected with the use and occupation of such land and of all other land at Eastham aforesaid and Ellesmere Port owned or occupied by the Air Ministry full right and liberty from time to time at all times hereafter to lay maintain and use an open underground sewer pipe line with the necessary manholes along the route indicated by the green line on the said plan and an underground electric cable along the route indicated by the blue line on the said plan and to inspect take up cleanse repair remove and renew</p>
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the said sewer pipe line or cable or part thereof for such purposes to enter upon the land adjacent to the said sewer pipe line and cable doing as little damage as possible thereto and restoring the surface as soon as possible and making good or paying compensation for all damage that may thereby be done to crops TO HOLD the same unto the Canal Company in fee simple subject to

(a) The payment of perpetual annual sums or yearly rents of One Pound Thirteen Shillings and Sixpence and Twenty Four pounds respectively payable out of the same or some part or parts thereof and other property to the Dean and Chapter of the Cathedral Church of Chester but with the full benefit and advantage of the covenants and provisions by way of indemnity in respect of the said annual sums or yearly rents contained or referred to in a Deed dated the Twenty-ninth day of July One thousand nine hundred and twenty one and made between Mary Straker and The Right Honourable William Westenra Baron Rossmore the one part and British Dyestuffs Corporation Limited of the other part (b) All rights now subsisting in respect of the existing oil pipe lines laid by the Minister of Works in the position indicated by black broken and dotted lines on the said plan to which (with the exception of one pipe laid through Booston Wood) the provisions of Section 12 of the Requisitioned Land and War Works Act 1948 apply"

No further particulars of the said rentcharges or deeds were produced on first registration and this registration takes effect subject to the said rentcharges so far as the same or any of them affect the land in this title but with the benefit of the said provisions and agreements for indemnity in respect thereof so far as the same are subsisting and capable of being enforced.

NOTE 1: The land coloured blue referred to was not

shown on the plan supplied on first registration. The sewer pipeline referred to above does not affect the land in this title. The electric cable referred to above is shown by a blue broken line between points V and W on the title plan . The approximate position of the oil pipelines referred to above is shown by a red broken line between points T and U on the title plan

NOTE 2: Copy Abstract of The Indenture dated 29 July 1921 referred to filed under MS492262.

5	2004-10-05	<p>An Agreement dated 21 February 1957 made between (1) The Manchester Ship Canal Company and (2) Bowaters United Kingdom Pulp and Paper Mills Limited relates to the laying construction maintenance repair and renewal of a stormwater pipe and rights of entry thereto.</p> <p>NOTE 1: The approximate position of the stormwater pipe referred is shown by a blue broken line between points X and Y on the title plan so far as it affects the land in this title</p> <p>NOTE 2: Copy filed.</p>
6	2004-10-05	<p>The parts of the land affected thereby are subject to the rights granted by a Deed dated 12 June 1959 made between (1) The Secretary of State for Air and (2) Van Den Berghs and Jurgens Limited for a term of 42 years from 29 September 1959.</p> <p>The said Deed also contains restrictive covenants by the grantor.</p> <p>NOTE 1: The approximate position of the hydrogen gas main referred to has been indicated on the title plan by a blue broken line between points J and K so far as it affects the land in this title</p>

NOTE 2: Copy filed under MS492262.

7 2004-10-05 An Agreement dated 12 October 1962 made between (1) The Manchester Ship Canal Company and (2) Vauxhall Motors Limited relates to the laying construction maintenance repair alteration renew and use of a pipeline and ancillary rights of entry thereto.

NOTE 1: The approximate position of the pipeline referred to in the above deed had been indicated on the title plan by a blue broken line between points A and B

NOTE 2: Copy filed.

8 2004-10-05 The land tinted mauve on the title plan is subject to the payment of annual sums or yearly rents of £1.13s.6d and £24 payable out of the same or some part or parts thereof and other property to the Dean and Chapter of the Cathedral Church Chester but with the full benefit and advantage of the covenants and provisions by way of indemnity in respect of the said annual sums or yearly rents contained or referred to in a Deed dated the 29 July 1921 made between (1) Mary Straker and the Right Honourable William Westenra Baron Rossmore and (2) British Dyestuffs Corporation Limited.

No further particulars of the said rentcharges or deeds were produced on first registration and this registration takes effect subject to the said rentcharges so far as the same or any of them affect the land tinted mauve on the title plan but with the benefit of the said provisions and agreements for indemnity in respect thereof so far as the same are subsisting and capable of being enforced.

NOTE: Copy Abstract of The Indenture dated 29

July 1921 referred to filed under MS492262.

9 2004-10-05 The parts of the land affected thereby are subject to the rights contained in a Deed dated 13 December 1993 made between (1) The Manchester Ship Canal Company and (2) Shell U.K. Limited which will subsist for 80 years from 1 January 1994.

NOTE 1: The approximate position of the red pipeline referred to above is shown by a blue broken line between points C and D on the title plan so far as it affects the land in this title. The green and blue lines referred to do not affect the land in this title

NOTE 2: Copy filed under MS490503.

10 2004-10-05 The land is subject to the rights granted by a Deed dated 3 October 1997 made between (1) The Manchester Ship Canal Company and (2) The Urban Regeneration Agency.

NOTE 1: The approximate position of the pipeline referred to is shown by a brown broken line between points R and S on the title plan

NOTE 2: Copy filed.

11 2004-10-05 A Deed dated 4 May 1999 made between (1) The Manchester Ship Canal Company and (2) Bridgewater Paper Company Limited relates to rights to lay and construct a pipeline and rights to inspect maintain repair and other rights as therein mentioned for the term of 99 years from 4 May 1999.

NOTE 1: Copy filed under CH425205

By a Deed dated 25 June 2001 made between (1) The Manchester Ship Canal Company and (2)

Bridgewater Paper Company Limited the Deed dated 4 May 1999 referred to above was varied.

NOTE 2: The approximate position of the pipeline referred to, as varied, is shown by a brown broken line between points M and N on the title plan

NOTE 3: Copy filed under CH425205.

12 2004-10-05 A Deed dated 1 December 1999 made between (1) The Manchester Ship Canal Company (2) Ship Canal Land Limited (3) Ship Canal Properties Limited and (4) Manweb PLC relates to the erection, maintenance, repair, renewal, inspection and removal of electric lines and works and ancillary rights of entry thereto for a term of 15 years from 1 April 1995 and thereafter as therein mentioned.

NOTE: Copy filed under CH505888.

13 2004-10-05 The land is charged with issues of Mortgage debentures created pursuant to several Acts of Parliament relating to the Manchester Ship Canal Company. The Charge operates by way of floating security.

14 2005-12-20 An Agreement dated 2 September 1977 made between (1)The Manchester Ship Canal Company and (2)The Post Office relates to the placing, maintenance, inspection, repair and renewal of all existing posts and telegraphs and ancillary rights of entry.

NOTE: Copy filed under MAN32466.

15 2006-10-26 The land is subject to the rights granted by a Transfer of the land edged and numbered CH554493 in green on the title plan dated 1 September 2006 made between (1) The

Manchester Ship Canal Company and (2) Peel Land and Property (Ports) Limited.

NOTE: Copy filed under CH554493

16 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) The Manchester Ship Canal Company 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 under MS492262.

17 2018-11-27 The land is subject to any rights that are granted by a Deed of Grant dated 24 October 2018 made between (1) The Manchester Ship Canal Company Limited and (2) Peel Environmental Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MS485161.

18 2018-11-27 By a Deed of Variation dated 24 October 2018 made between (1) The Manchester Ship Canal Company 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 under MS492262.

19 2019-03-28 The land is subject to any rights that are granted by a Deed of Grant dated 26 March 2019 made

between (1) The Manchester Ship Canal Company Limited (Grantor) (2) UK Energy Reserve Limited (3) UK Power Reserve Limited and (4) SP Manweb Plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

20 2020-12-14 A Transfer which included the land edged and numbered CH701916 on the title plan dated 20 November 2020 made between (1) The Manchester Ship Canal Company Limited and (2) Firethorn Ellesmere Limited contains restrictive covenants by the Transferor.

NOTE: Copy filed under CH701916.

21 2020-12-14 UNILATERAL NOTICE in respect of an Agreement dated 20 November 2020 made between (1) The Manchester Ship Canal Company Limited (2) Peel L&P Water Services Limited (3) Peel L&P (Ports) Limited and firethorn Ellsmere Limited relating to an agreement to enter into Deeds of Grant.

NOTE: Copy filed under CH171677.

22 2020-12-14 BENEFICIARY: Firethorn Ellesmere Limited (Co.Regn.No. 12955406) of 4th Floor 85 Newman Street London W1T 3EU.