



Title register for:

**land and buildings on the north east side of Queens Road, Chester
(Freehold)**

Title number: CH64244

Accessed on 10 October 2024 at 09:30:06

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Register summary

Title number CH64244

Registered owners Bank Of Scotland Plc
The Mound, Edinburgh EH1 1YZ
33 Old Broad Street, London EC2N 1HZ

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 | 1971-06-25 | CHESHIRE 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 and buildings on the north east side of Queens Road, Chester.

2 The Conveyance dated 25 May 1971 referred to in the Charges Register is expressed to grant the following rights:-

"The right (so far as the Board can grant the same) to connect with the drain passing under the property in a northerly direction and discharging into Flookers Brook on the northerly side of the railway."

3 The Conveyance dated 25 May 1971 referred to in the Charges Register contains the following provision:-

"IT is hereby agreed and declared

(i) the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the property as Beneficial Owners nor to be in derogation on their grant

(ii) that are not included in the sale any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)."

4 The land has the benefit of the following rights

granted by a Deed dated 3 November 1986 made between (1) Chaterhall Properties (Boughton) Limited (Grantor) and (2) North West Securities Limited (Grantee):-

"The Grantor as Beneficial Owner hereby grants unto the Grantee:-

(a) Full and free right and liberty at any time to pass and repass with or without vehicles to and from the original land over and along the roads situate on the Grantors' land which are shown edged green and yellow on the plan annexed hereto"

NOTE 1: The original land referred to is the land in this title

NOTE 2: No copy of the plan referred to is held by Land Registry.

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| 5 | 1993-09-02 | 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. |
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| 6 | The land has the benefit of the following rights reserved by the Transfer dated 28 May 1993 referred to in the Charges Register:- "EXCEPT AND RESERVING for the benefit of the remainder of the Transferor's land registered under Title Numbers CH64244, CH291989 and CH234978 ("the Retained Land") and each and every part thereof the rights easements and privileges set out in the Second Schedule hereto" |
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"THE SECOND SCHEDULE

(Exceptions and Reservations)

(a) The right of free passage and running of water soil gas electricity drainage telephone and other services through the service Media which are now laid or which may hereafter be laid in over under and through the Property and which serve the Retained Land and (in case of electricity) any pole sign as hereinafter mentioned

(b) The right to lay new Service Media in under over or through the Property for the benefit of the Retained Land and (in the case of electricity) any pole sign and to make connections at points approved by the Transferee or its successors in title (such approval not to be unreasonably withheld) with any Service Media Now or hereafter on or in the Property

(c) The right to cleanse maintain repair renew replace or remove the Service Media referred to in paragraphs (a) and (b) hereof

(d) The right to erect and thereafter maintain and repair directional and other signs on the Property of such type number and size and in such positions as shall be approved by the Transferee or its successors in title (such approval not to be unreasonably withheld)

(e) The right with or without workmen to enter upon the Property for the purpose of exercising any of the aforesaid rights the person or persons exercising all or any of the said rights acting in a proper and reasonable manner and making good all damage to the Property

(f) The right at all times to pass and repass with or without vehicles over the roadways shown coloured brown on the Plan and all other roadways now on the Property or to be constructed within the Perpetuity Period for the purpose of gaining access to and egress from the Retained Land

(g) The right to enter upon the Property or any part thereof with or without workmen plant machinery and vehicles in order to carry out any of the works set out in paragraph 1 of Part I of the Third Schedule hereto insofar as the Transferee shall be in breach of its obligations to carry out the said works but without prejudice to any other right or remedy of the Transferor arising from such breach

(h) All rights of light or air enjoyed by the Property over the Retained Land which might prevent the use of the Retained Land for building or any other purpose

(i) All other easements or other rights in the nature of easements or quasi easements now enjoyed or capable of being enjoyed by any adjoining or neighbouring property

(j) The right to park motor vehicles on the Property in the areas designated for parking"

NOTE: Original transfer filed under CH364664.

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| 7 | 2007-11-28 | 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 CH568583 in green on the title plan and other land dated 2 November 2007 made between (1) Bank of Scotland Plc and (2) Feathers (Chester) Limited. |
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NOTE: Copy filed under CH568583.

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| 8 | 2007-11-28 | The Transfer dated 2 November 2007 referred to above contains a provision as to boundary structures. |
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| 9 | 2013-01-16 | A new title plan based on the latest revision of the Ordnance Survey Map has been prepared. |
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| 10 | 2013-11-07 | The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 4 January 2013 referred to in the Charges Register. |
| 11 | 2016-07-08 | The land in this title has the benefit of any legal easements granted by a Deed of Grant dated 9 June 2016 made between (1) Neptune Shot Tower Limited (2) Shot Tower Chester Limited (3) Bank Of Scotland Plc And Capital Bank Property Investments (3) Limited and (4) Waitrose Limited. NOTE: Copy filed under CH553796. |
| 12 | 2021-08-31 | By a Deed dated 10 June 2021 made between (1) Shot Tower Chester Limited (2) Bank of Scotland Plc and Capital Bank Property Investments and (3) Limited (3) Waitrose Limited the Deed of Grant dated 9 June 2016 referred to above has been varied. 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 | |
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| 1 | 2008-06-27 | PROPRIETOR: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. Sc327000) of The Mound, Edinburgh EH1 1YZ and of 33 Old Broad Street, London EC2N 1HZ. |
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C: Charges Register

North West Securities Limited:-

The Transferee Hereby Grants to the Transferor the following rights over and in respect of the Transferee's land registered at Land Registry under Title No. CH64244 (hereinafter called the servient land) which said land adjoins the Transferors retained land.

1. The right to enter upon the servient land with or without men plant and machinery for the purposes of constructing and laying therein the Sewer and a 9 inch foul sewer along the same route as the sewer and connecting them with the existing sewers in the servient land at the approximate position marked X on the annexed plan and thereafter for the purposes of maintaining cleansing repairing and renewing the Sewer and the said foul sewer and such connections as aforesaid

2. The right of free passage and running of water and soil through the Sewer and the said foul sewer and the existing sewers into which the Sewer and the said foul sewer are connected for the benefit of the land retained by the Transferor which is for identification purposes only shown edged green on the plan annexed hereto and any buildings from time to time erected thereon. Provided that the person or persons exercising such rights shall cause as little damage as possible to the servient land and shall forthwith at its or their own expense make good all damage thereby caused

NOTE: The existing sewer marked at the approximate position marked X has been reproduced in blue on the filed plan and the land edged green referred to lies to the south of the land in this title.

CH364664 in green on the filed plan dated 28 May 1993 made between (1) NWS Bank plc and (2) NWS Property Investments (3) Limited:-

"TOGETHER WITH the rights easements and privileges set out in the First Schedule hereto"

"THE FIRST SCHEDULE

(Rights and Easements)

(a) The right to use and to make connections with any channels drains watercourses and other services (hereinafter in this Schedule and in the Second Schedule to this Deed called "Service Media") now laid or which may hereinafter be laid on or in the Retained Land and a right to lay use inspect repair renew and remove any Service Media on or in such part of the Retained Land as is unoccupied by buildings or other works PROVIDED THAT if in consequence of any such connection being made by the Transferee the existing Service Media have to be enlarged extended or replaced the cost of such enlargement extension or replacement shall be borne by the Transferee and the Transferee will make good any damage to the surface of the Retained Land caused thereby AND PROVIDED FURTHER that where any Service Media are used or to be used exclusively by the Transferee such laying repair renewal or removal shall be carried out at the Transferee's expense AND PROVIDED FURTHER that all rights of entry or to execute any works shall be exercised on reasonable notice (except in case of emergency) at all reasonable times

b) The right at any time but (except in an emergency) after giving reasonable prior notice to enter the Retained Land or any part in order to

(i) carry out work upon the Property and

(ii) exercise any of the rights hereby granted

the Transferee nevertheless making good any damage caused to the Retained Land and exercising the said rights so as to cause as little damage and inconvenience as possible in the circumstances and making good all damage thereby caused

(c) All rights of support shelter and other easements quasi easements and similar rights now enjoyed or capable of being enjoyed by the Property

(d) All rights of light or air enjoyed by the Retained land over the Property which might prevent the use of the Property for building or any other purpose

(e) The right in common with all others entitled thereto at all times to pass and repass with or without vehicles over the roadways now on the Retained Land or to be constructed within the Perpetuity Period for the purpose of gaining access to and egress from the Property"

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2013-11-07

A Transfer of the land edged and numbered CH624216 in green on the title plan dated 4 January 2013 made between (1) Bank of Scotland Plc and (2) Muse Developments Limited contains restrictive covenants by the Transferor.

NOTE:-Copy filed under CH624216.