



Title register for:

land lying to the West of Hoole Lane, Chester (Freehold)

Title number: CH234978

Accessed on 14 October 2024 at 17:43:15

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 CH234978

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**

1 1984-07-03 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 lying to the West of Hoole Lane, Chester.

2 The land has the benefit of the rights granted by the Transfer dated 10 October 1984 referred to in the Charges Register.

3 The land has the benefit of the following rights granted by a Deed dated 3 November 1986 made between (1) Charterhall Properties (Boughton) Limited (Grantor) and (2) North West Securities Limited (Grantee):-

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

Full and free right and liberty at any time to pass and repass with or without vehicles to and from the acquired land over and along that part of the said road which is shown edged yellow on the annexed plan and the right to connect the acquired land into the road shown edged yellow at any point along its length subject to the specifications and layout thereof being previously approved in writing by the Grantor which approval shall not be unreasonably withheld or delayed"

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

NOTE 2: Copy plan filed under CH64244.

4 1993-09-02 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"

"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.

5	2013-01-16	A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
6	2013-11-07	The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 1 November 2013 made between (1) Capital Bank Property Investments (3) Limited

and (2) Muse Developments Limited.

NOTE:-Copy filed under CH624661.

7 2013-11-07 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 4 January 2014 made between (1) Bank of Scotland Plc and (2) Muse Developments Limited.

NOTE:-Copy filed under CH624216.

8 2016-07-08 The land 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.

9 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 under CH64244.

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	2008-06-27	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.
---	------------	--

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		A Deed dated 28 October 1954 relates to the laying and maintenance of a gas main and ancillary works. The said Deed also contains a restrictive covenant preventing the erection of any building over the said gas main and works.
---	--	--

NOTE: Copy filed under CH228611.

2		A Transfer of the land in this title and other land dated 25 May 1984 made between (1) Associated Lead Manufacturers Limited (Transferor) and (2) Charterhall Properties (Boughton) Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
---	--	--

3		The land is subject to the following rights reserved by the Transfer dated 23 May 1984 referred to above:-
---	--	--

"SUBJECT TO the reservation in favour of the Transferor for the benefit of the land shown edged brown on Plan No.2 annexed hereto (hereinafter called "the retained land") which are set out in the First Schedule hereto.

THE FIRST SCHEDULE

1. Full and free right and liberty to pass and repass with or without vehicles plant and machinery from the retained land to Hoole Lane over the road to be constructed by the Transferee in the position shown by brown hatching on the said Plan No. 1 annexed hereto and over any road constructed by the Transferor under the provisions of sub-clause 2 hereof within 80 years from the date hereof (which period shall be the perpetuity period for the purposes of this transfer) connecting the retained land to the said road constructed by the Transferee

2. The right to enter on the land hereby transferred during the perpetuity period and in a good and workmanlike manner construct on the part thereof shown hatched black on the said Plan No. 1 annexed hereto a road to connect the retained land with the said road to be constructed by the Transferee provided that the Transferor shall make good any damage caused to the land hereby transferred in the exercise of such rights and give reasonable notice to the Transferee of its intention to exercise such rights.

3. Full and free right and liberty to pass and repass on foot only from the retained land over any pathways constructed on the land hereby transferred to and over any bridge constructed over the part of the Shropshire Union Canal adjacent to the land hereby transferred within the said perpetuity period provided that the cost of any pathway constructed from the bridge access to the retained land shall be borne by the Transferor.

4. Full and free right and liberty to pass and repass with or without vehicles plant and machinery from the substation site to Hoole Lane by the existing road on the land hereby transferred or by such other route over the land hereby transferred as the Transferee may substitute with the approval of the Merseyside and North Wales Electricity Board

within the said perpetuity period

5. A right to erect or building to any height and in any situation on the retained land any buildings or erections notwithstanding that the access of light or air to the land hereby transferred may be affected or diminished provided that this reservation shall not authorise such an interference with the access of light or air as would make it unlawful or commercially impracticable to use the land hereby transferred for industrial purposes.

6. Free passage of water and soil from the retained land and the substation site over the land hereby transferred through all the drains or sewers now in or under the same and the right to enter the land hereby transferred and to inspect repair renew or cleanse such drains or sewers provided that the Transferor shall make good any damage caused by the exercise of such rights and give reasonable notice to the Transferee of its intention to exercise such rights.

7. The right to the passage of electricity from the substation site over the land hereby transferred to the retained land through the existing cables on the land hereby transferred and the right to enter the land hereby transferred to inspect repair renew or remove any such cables provided that the Transferor shall make good any damage caused by the exercise of such rights and give reasonable notice to the Transferee of its intention to exercise such rights.

8. All rights of eaves dropping support light and air now used or enjoyed with the retained property."

NOTE: The land shown by brown hatching has been hatched brown on the filed plan.

1984 made between (1) Charterhall Properties (Boughton) Limited and (2) North West Securities Limited contains restrictive covenants.

NOTE: Original filed.

5 1993-09-02 The land is subject to the following rights granted by a Transfer of land lying to the west of the land in this title 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"

released upon the terms therein mentioned.

NOTE: Copy filed.

7 2013-01-16 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

8 Registration Date : 16.01.2013
Plan Reference : edged and numbered 1 in blue

Property Description : part of roadway and footpath
Date of Lease : 04.01.2013
Term : 125 years starting on 4.1.2013 and ending on 3.1.2138
Lessee's Title : CH617237
NOTE: Lease comprises also other land

9 The following are details of the covenants contained in the Transfer dated 25 May 1984 referred to in the Charges Register:-

"THE TRANSFEREE HEREBY COVENANTS with the Transferor:-

1. To indemnify and keep indemnified the Transferor and its servants and agents from and against all losses costs claims actions or demands whatever and whenever arising out of or in connection with the existence at the date hereof of any defects or contamination of the land hereby transferred arising from the declared use.

2. To erect within 2 months from the date hereof and thereafter to maintain in good repair a security fence to a specification to be approved in writing by

the Transferor such approval not to be unreasonably withheld refused or delayed between the points marked A and B on the said Plan No. 1 annexed hereto.

3. To build a service road on the land hereby transferred within 5 years from the date hereof in the position shown by brown hatching on the said Plan No. 1 annexed hereto and not to erect or permit to be erected any building or structure and use by the Transferor of a service road in the position shown by black hatching on the said Plan No. 1

IT IS AGREED that the Transferee may at any time within the period of 80 years from the date hereof vary the route of the said service road shown by brown hatching on the said Plan No. 1 provided that:-

(a) The alternative route is located upon the land hereby transferred and links the Transferor's road shown by black hatching on the said Plan No. 1 with Hoole Lane

(b) There is no interruption of the Transferor's rights of access to the retained land.

And in the event of the said route being varied the rights of passage reserved by the Transferor in paragraph 1 of the First Schedule shall be construed so as to apply to the alternative route of the said road."

NOTE 1: The points marked A and B referred to do not affect the land in this title

NOTE 2: The land shown by brown hatching has been hatched brown on the filed plan so far as it affects the land in this title

NOTE 3: The land shown by black hatching does not affect the land in this title.