



## Title register for:

**Land to the west of Hoole Lane, Chester (Freehold)**

**Title number: CH364664**

Accessed on 14 October 2024 at 17:11:16

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## Register summary

<b>Title number</b>	CH364664
<b>Registered owners</b>	CAPITAL BANK PROPERTY INVESTMENTS (3) LIMITED Cawley House, Chester Business Park, Chester CH4 9FB
<b>Last sold for</b>	No price recorded

## A: Property Register

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

<b>Entry number</b>	<b>Entry date</b>
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1	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

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being Land to the west of Hoole Lane, Chester.

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2

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 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)."

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3

The Transfer dated 25 May 1984 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the land hereby transferred has been used by the Transferor and its predecessors in title for the melting refining and manufacture of lead and lead products (hereinafter called "the declared use") and the Transferor shall be under no liability for payment of damages or compensation in respect of any damage or injury suffered by the Transferee or its successors in title its and their servants agents or licensees caused by any defect in or contamination of the land hereby transferred arising from the declared use of the said land by the

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Transferor or its predecessors in title."

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The land edged and numbered 2 in blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer thereof dated 11 September 1987 made between (1) Charterhall Properties (Boughton) Limited (Transferor) and (2) North West Securities Limited (Transferee):-

"TOGETHER with the rights specified in the First schedule hereto

#### THE FIRST SCHEDULE

The property is transferred to the Transferee together with the following rights for the Transferee and its successors in title to the property and all others authorised by it or them in common with the Transferor and all others entitled to similar rights over or in respect of the land retained by the Transferor being the balance of the land comprised in title number CH228611 (hereinafter called "the retained land")

(i) Full and free right and liberty at any time to pass and repass with or without vehicles to and from Hoole Lane over and along the estate road which is in the approximate position shown edged blue on the annexed plan.

(ii) The right of free passage and running of water, soil, gas, electricity and other services to and from the property through any drains, sewers, channels, water courses, pipes cables and other conducting media which are now or within a period of 80 years from the date hereof constructed in or under or over the retained land.

(iii) The right to enter upon such part of the retained land as shall be agreed in writing by the

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Transferor (such agreement not to be unreasonably withheld or delayed) with or without men, plant and machinery for the purpose of connecting the property with such drains, sewers channels, water courses, pipes, cables and other conducting media or laying new services therein (but not upon any part from time to time built upon) and thereafter for the purposes of maintaining, cleansing, repairing, relaying and renewing such connections and services PROVIDED THAT in the exercise of any such rights the Transferee shall cause as little damage or obstruction to the retained land as possible and shall forthwith at its own expense made good all damage thereby caused.

EXCEPTING AND RESERVING unto the Transferor the rights specified in the Second Schedule hereto

The property is transferred to the Transferees subject to the following reservations in favour of the Transferor and its successors in title the owner or owners for the time being of the retained land or any part thereof and all others authorised by it or them and all others entitled to similar rights:-

(i) The right of free passage and running of water, soil, gas, electricity and other services through any drains, sewers, channels, watercourses, pipes, cables and other conducting media which are now or within a period of 80 years from the date hereof constructed in or under or over the property or any part thereof.

(ii) The right to enter upon such parts of the property as shall be agreed in writing by the Transferee (such agreement not to be unreasonably withheld or delayed) with or without men, plant and machinery for the purpose of connecting the retained land or any part thereof or any buildings which are within a period of 80 years from the date hereof constructed thereon with

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such drains, sewers, channels, water courses, pipes, cables or other conducting media or laying new services therein (but not in any parts from time to time built upon) and thereafter for the purposes of maintaining, cleansing, repairing, relaying and renewing such connections and services provided that in the exercise of any such rights the Transferor shall cause as little damage or obstruction to the property as possible and shall forthwith at its own expenses make good all damage thereby cause"

NOTE: The estate road edged blue referred to has been tinted brown on the title plan.

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5 The Transfer dated 11 September 1987 referred to above contains the following provision:-

"IT IS hereby agreed and declared that the Transferee and its successors in title shall not acquire any right of light or air which would prejudice the free use and enjoyment of the retained land or any part thereof except in so far as the same shall be deemed to be had by the consent (hereby given) of the Transferor."

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6 The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 28 May 1993 made between (1) NWS Bank plc (2) NWS Property Investments and (3) Limited.

NOTE: Copy filed.

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7 2013-01-30 A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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8 2013-11-27 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

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shown in green on the said plan.

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9                      2013-11-27                      The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 1 November 2013 referred to in the Charges Register.

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10                      2014-01-16                      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: No copy of the Transfer referred to is held by HM Land Registry.

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11                      2014-01-16                      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.

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12                      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.

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13                      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.

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NOTE: Copy filed 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

<b>Entry number</b>	<b>Entry date</b>	
1	1993-09-02	PROPRIETOR: CAPITAL BANK PROPERTY INVESTMENTS (3) LIMITED (Co. Regn. No. 2271271) of Cawley House, Chester Business Park, Chester CH4 9FB.
2		A Transfer dated 11 September 1987 made between (1) Charterhall Properties (Boughton) Limited and (2) North West Securities Limited contains Purchasers' personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
3	2020-12-22	The proprietor's address for service has been changed.
4		<p>The following are details of the personal covenants contained in the Transfer dated 11 September 1987 referred to in the Proprietorship Register:-</p> <p>THE Transferee hereby covenants with the Transferor as follows:-</p> <p>(a) 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 property</p>

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hereby transferred arising from the fact that the property has previously been used for the melting refining and manufacture of lead and lead products.

(b) To pay to the Transferor within 7 days of demand being made one half of the cost of maintenance of the said estate road shown edged blue on the plan annexed hereto such costs in default of agreement between the parties to be determined at the instigation of either party by an independent chartered surveyor acting as an expert who shall be appointed by the parties or in default of agreement appointed by the president of the Royal Institution of Chartered Surveyors.

(c) To pay to the Transferor interest on any sums due to the Vendor pursuant to clause 2 at the rate of 3% over the base lending rate from time to time of the Bank of Scotland from the date of demand for payment being made to the date of actual payment (as well before as after judgment).

(d) To observe and perform the covenants on behalf of the Transferor as Landlord contained in the Leases dated 5th March 1985 and 1st May 1985 mentioned in the Third Schedule hereto in so far as they affect the property hereby transferred and to indemnify the Transferor against any of the consequences of any failure or omission on the part of the Transferee so to do.

(e) To observe and perform the covenants on behalf of the Transferor contained in the Section 52 Agreement mentioned in the Third Schedule hereto or such other agreement as may be substituted therefor in accordance with sub-clause (vi) below so far as the same affect the property hereby transferred.

(f) If requested to do so by the Transferor and/or

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the local planning authority to enter into a further agreement with the local planning authority pursuant to Section 52 of the Town and Country Planning Act 1971 in the form annexed hereto or in such other form as shall be agreed between the Chester City Council and the parties hereto varying the car parking arrangements contained in the Section 52 Agreement so as to accord with the Planning permission granted to the Transferor dated 13th November 1986 and numbered 6/16131.

#### THE THIRD SCHEDULE

A Lease dated 5th March 1985 and made between the Transferor (1) Cheshire County Council (2).

An Agreement (hereinbefore called "the Section 52 Agreement") dated 24th May 1984 and made between The Council of the City of Chester (1) and the Transferor (2)

### **C: Charges Register**

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

**Class of Title:** Title absolute

<b>Entry number</b>	<b>Entry date</b>
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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.
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NOTE: Copy filed under CH228611.

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2	An Agreement dated 22 October 1962 and amended by a memorandum dated 10 June 1969 made between (1) The British Transport
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Commission and (2) Associated Lead Manufacturers Limited relates to a barbed wire fence on top of a boundary wall.

NOTE: Copy filed under CH64244.

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- 3 The land edged and numbered 1 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 25 May 1971 made between (1) British Railways Board (Vendor) and (2) Post Office (Purchaser):-
- "EXCEPTING and RESERVING to the Vendor
- (i) the right at any time to erect or suffer to be erected any building or other erections and to alter any buildings or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Vendor shall be deemed to be enjoyed by the licence or consent of the Vendor and not as of right
- (ii) the right of support from the property for the adjoining property of the Vendor."
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- 4 A Transfer of the land edged and numbered 2 in blue on the title plan 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.
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- 5 The land edged and numbered 2 in blue on the title plan is subject to the following rights reserved by the Transfer dated 25 May 1984 referred to above:-

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"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

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retained land shall be borne by the  
Transferor.....

A right to erect or build 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 or 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 right 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 1: The land shown by brown hatching has been hatched brown on the title plan

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NOTE 2: The land shown by black hatching has been hatched blue on the title plan.

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6                      2005-04-26              By a Deed dated 24 March 2005 made between (1) Bellway Homes Limited, (2) Capital Bank Public Limited Company and (3) Capital Bank Property Investments (3) Limited the covenants in the Transfer dated 25 May 1984 referred to above and the rights of way referred to in paragraphs 1 and 4 of the First Schedule thereto were expressed to be released upon the terms therein mentioned.

NOTE: Copy filed under CH234978.

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7                      2013-01-16              UNILATERAL NOTICE affecting titles CH291989 and CH364664 in respect of an Option to purchase the land as defined in clause 2.1 of an Option Deed dated 4 January 2013 made between (1) Bank of Scotland Plc, (2) Capital Bank Property Investments and (3) Muse Developments Limited and (4) Morgan Sindall Group Plc.

NOTE:-Copy Deed filed under CH291989

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8                      2013-01-16              BENEFICIARY: Muse Developments Limited (Co. Regn. No.02717800) of Kent House, 14-17 Market Place, London W1W 8AJ.

9                      2013-01-30              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.

10                      2013-11-27              A Transfer of the land edged and numbered CH624661 in green on the title plan dated 1 November 2013 made between (1) Capital Bank Property Investments (3) Limited and (2) Muse Developments Limited contains restrictive



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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 on the land which would prevent or interfere with the construction 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 westerly boundary of the land forms part of the boundary created by points A-B

NOTE 2: The land shown by brown hatching has been hatched brown on the title plan

NOTE 3: The land shown by black hatching has been hatched blue on the title plan.