



Title register for:

Land at Charterhall Drive, Chester (Leasehold)

Title number: CH617237

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Register summary

Title number CH617237

Registered owners Muse Developments Limited
Kent House, 14-17 Market Place, London W1W 8AJ

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	2013-01-16	CHESHIRE WEST AND CHESTER
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The Leasehold land shown edged with red on the plan of the above title filed at the Registry and

being Land at Charterhall Drive, Chester.

2	2013-01-16	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)."
3	2013-01-16	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

Transferor or its predecessors in title."

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| 4 | 2013-01-16 | The land edged and numbered 3 and 4 in blue on the title plan has the benefit of the rights granted by the Transfer dated 10 October 1984 referred to in the Charges Register. |
| 5 | 2013-01-16 | <p>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 of the freehold estate thereof and other land dated 11 September 1987 made between (1) Charterhall Properties (Boughton) Limited (Transferor) and (2) North West Securities Limited (Transferee):-</p> <p>"TOGETHER with the rights specified in the First schedule hereto</p> <p>THE FIRST SCHEDULE</p> <p>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")</p> <p>...</p> <p>(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.</p> |

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

6 2013-01-16 The land edged and numbered 4 in blue on the title plan has the benefit of but is subject to the rights granted by the Transfer dated 11 September 1987 referred to above.

7 2013-01-16 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."

8 2013-01-16 The land edged and numbered 1 and 2 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the freehold estate thereof and other land dated 28 May 1984 made between (1) NWS Bank plc and (2) NWS Property Investments Limited.

NOTE:-Copy filed under CH364244.

9	2013-01-16	The land edged and numbered 3 and 4 in blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by Transfer dated 28 May 1993 referred to above.
10	2013-01-16	Short particulars of the lease(s) (or under-lease(s)) under which the land is held: Date : 4 January 2013 Term : 125 years starting on 4 January 2013 and ending on 3 January 2138 Parties : (1) Bank Of Scotland Plc (2) Capital Bank Property Investments Limited (3) Muse Developments Limited
11	2013-01-16	The Lease prohibits or restricts alienation.
12	2013-01-16	The landlord's title is registered.

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	2013-01-16	PROPRIETOR: MUSE DEVELOPMENTS LIMITED (Co. Regn. No. 02717800) of Kent House, 14-17 Market Place, London W1W 8AJ.
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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	2013-01-16	The land is subject to the rights reserved by the registered lease.
2	2013-01-16	<p>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.</p> <p>NOTE: Copy filed under CH228611.</p>
3	2013-01-16	<p>The land edged and numbered 1 in blue on the title plan of CH364664 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):-</p> <p>"EXCEPTING and RESERVING to the Vendor</p> <p>(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</p> <p>(ii) the right of support from the property for the adjoining property of the Vendor."</p>
4	2013-01-16	A Transfer of the land edged and numbered 2, 3 and 4 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.

5 2013-01-16 The land edged and numbered 2, 3 and 4 in blue on the title plan is subject to the following rights reserved by the Transfer dated 25 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

...

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.....

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

6 2013-01-16 A Transfer of the freehold estate of the land edged and numbered 3 and 4 in blue on the title plan and other land dated 10 October 1984 made between (1) Charterhall Properties (Boughton) Limited and (2) North West Securities Limited contains restrictive covenants.

NOTE: Copy filed under CH234978.

7 2013-01-16 The land edged and numbered 4 in blue on the title plan is subject to 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:-

(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

(b) 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 roads edged green and yellow referred to is edged and numbered 4 in blue on the title plan as far as affects the land in this title

NOTE 2: The acquired land referred to is the land

adjoining the northern boundary of the land edged and numbered 4 in blue on the title plan and the original land referred to lies to the north of the land so edged and numbered 4 in blue.

8 2013-01-16 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.

9 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.

10 2013-01-16 UNILATERAL NOTICE 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

11 2013-01-16 BENEFICIARY: Muse Developments Limited (Co. Regn. No.02717800) of Kent House, 14-17 Market Place, London W1W 8AJ.

12 2014-06-19 The land is subject to the rights granted by a Deed dated 9 June 2014 made between (1) Muse Developments Limited and (2) Network Rail Infrastructure Limited.

NOTE: Copy filed.

13 2021-10-07 The land is subject to the easements granted by a lease of Plot B2, City Place dated 1 July 2019 made between (1) Muse Chester Limited (2) Vastint Hospitality B.V. and (3) Muse Developments Limited for a term of 195 years (less 3 days) from and including 9 June 2014 to and including 5 June 2209.

NOTE: Copy filed under CH686741.

14 Registration Date : 02.09.1993
Plan Reference : edged and numbered 2 in blue

Property Description : land on the west of Hoole Lane
Date of Lease : 05.03.1985
Term : 125 years from 19.11.1984
NOTE 1: Lease comprises also other land

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

15 2013-01-16 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 dated 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 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 filed plan

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