



MR MICHAEL . A. WALTON
FOR MIDDLEWICH HERITAGE TRUST
VICTORIA BUILDING
LEWIN STREET
MIDDLEWICH
CW10 9AS

Delivered by



Date
10 July 2018

Your ref
NONE

Our ref
RCS/CH668104

Completion of registration

Title number **CH668104**

Property **land lying to the north-east of Brooks Lane, Middlewich**

Registered proprietor **Middlewich Heritage Trust**

Your application lodged on 26 February 2018 has been completed. An official copy of the register is enclosed together with an official copy of the title plan.

The official copy shows the entries in the individual register of title as at the date and time stated on it. You do not need to reply unless you think a mistake has been made in completing your application.

An owner's property is probably their most valuable asset so it's important to protect it from the risk of fraud. Please read our property fraud advice at www.gov.uk/protect-land-property-from-fraud

Important information about the address for service

If we need to write to an owner, a mortgage lender or other party who has an interest noted in the register, we will write to them at their address shown in the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a safeguard against fraud so it is important that this address is correct and up-to-date. If it is not, the property owner or other party may not receive our letter or notice and could suffer a loss as a result.

Up to three addresses for service can be entered in the register. At least one of these must be a postal address, but this does not have to be in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for service.

For information on how a property owner can apply to change their contact details or add an address, please see www.gov.uk/government/publications/updating-registered-owners-contact-address on GOV.UK (or search for "COG1") or contact HM Land Registry Customer Support (0300 006 0411) (0300 006 0422 for Welsh speakers service) from Monday to Friday between 8am and 6pm.

If you require this correspondence in an alternative format, please let us know.

HM Land Registry
Birkenhead Office
PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33

Tel 0300 006 5666
birkenhead.office
@landregistry.gov.uk

www.gov.uk/land-registry



Official copy of register of title

Title number CH668104

Edition date 26.02.2018

- This official copy shows the entries in the register of title on 10 July 2018 at 11:16:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 10 July 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Birkenhead Office.

A: Property register

This register describes the land and estate comprised in the title.

CHESHIRE EAST

1 (26.02.2018) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being land lying to the north-east of Brooks Lane, Middlewich.

2 (26.02.2018) The Conveyance dated 14 December 1978 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Purchaser shall not be entitled as of right to any access of light or air or any other easement which would restrict or interfere with the free use of the Vendors adjoining land or any part thereof for building or any other purpose"

3 (26.02.2018) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the freehold estate in the land edged and numbered 2 in blue on the title plan dated 8 January 1985 made between (1) Congleton Borough Council and (2) Alan Russell Goulding and David Hough:-

"TOGETHER WITH the right (in common with the Transferor and all other persons who have or may hereafter have the like right) of way at all times and for all purposes in connection with the use of the land hereby transferred over the estate roads and footpaths and the adjoining land of the Transferor connecting the land hereby transferred with the nearest public highway and public footpaths and TOGETHER further with the right (in common as aforesaid) to connect to and use and thereafter maintain all sewers drains water courses wires cables pipes and other services made or passing now or within eighty years from the date hereof under along or over the Transferors adjoining land whereon there shall not stand any buildings and serving the land hereby transferred but EXCEPTING AND RESERVING unto the Transferor (in common as aforesaid) similar rights of connection user

A: Property register continued

and maintenance of sewers drains water courses wires cables and pipes and other services now or within eighty years from the date hereof made or passing under along or over the land hereby transferred whereon there shall not stand any buildings AND ALSO EXCEPTING AND RESERVING unto the Transferor and its successors in title the full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any buildings or other erections now standing or hereafter to be erected on any part of the said adjoining land of the Transferor in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be situated on any part of the land hereby transferred and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Transferors said adjoining land by or in respect of the land hereby transferred be deemed to be so enjoyed by the Licence or consent of the Transferor and its successors in title and not as of right and also EXCEPT AND RESERVED all existing easements and quasi-easements"

- 4 (26.02.2018) The land has the benefit of the following rights reserved by the Transfer dated 4 June 1998 referred to in the Charges Register:-

"There are reserved out of the Property for the benefit of the Retained Land the rights set out in the Second Schedule hereto

SECOND SCHEDULE

The following rights shall be excepted and reserved unto the Vendor in fee simple:

(a) the right to connect to and use and thereafter maintain all sewers (including the private sewer shown by a green line on the plan) drains watercourses wires pipes cables and other services made or passing now or within 80 years from the date hereof under along or over that part of the Property whereon there shall not stand any buildings

(b) the unrestricted right at any time hereafter from time to time to erect or permit to be erected any buildings or other erections and to alter any building or buildings or other erection or erections now standing or hereafter to be erected on any part of the Retained Land and in such manner as to obstruct or interfere with the passing and access of light to any building which is or may be situated on any part of the Property and so that all privileges of light and air hereafter to be enjoyed over any part of the adjoining land by or in respect of the Property shall be so enjoyed by the licence or consent of the Vendor and its successors in title and not as of right

(c) The right of the Vendor and all others authorised by the Vendor to pass and repass between the hours of 9.00 am and 5.00 pm only upon 24 hours prior notice for the purpose only of access to the existing Brine Pump House and associated land located at the rear of the Property with or without vehicles over the property between points "A" and "B" on the Plan

(d) All existing easements and quasi-easements"

NOTE: Copy Transfer filed under CH426143.

- 5 (26.02.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 16 January 2018
Term : 30 years from and including 16 January 2018
Parties : (1) Cheshire East Borough Council
(2) Middlewich Heritage Trust

A: Property register continued

- 6 (26.02.2018) The Lease prohibits or restricts alienation.
- 7 (26.02.2018) 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.

Title absolute

- 1 (26.02.2018) PROPRIETOR: MIDDLEWICH HERITAGE TRUST (Co. Regn. No. 1161871) of Victoria Buildings, Lewin Street, Middlewich CW10 9AS.
- 2 (26.02.2018) RESTRICTION: No disposition by the proprietor of the registered estate to which section 117-121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate.
- 3 (26.02.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Director of Legal Services for Cheshire East Borough Council of Westfields, Middlewich Road, Sandbach, Cheshire, CW11 1HZ or their conveyancer.

C: Charges register

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

- 1 (26.02.2018) The land is subject to the rights reserved by the registered lease.
- 2 (26.02.2018) A Conveyance of the freehold estate in the land tinted blue on the title plan and other land dated 9 August 1895 made between (1) Murgatroyds Ammonia Soda and Salt Syndicate Limited (Murgatroyds Syndicate) and (2) Brunner Mond & Co. Limited (Brunner Mond) contains covenants by the Purchaser and the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 3 (26.02.2018) The Conveyance dated 9 August 1895 referred to above contains the following exceptions reservations and provisions:-

"AND to enable Murgatroyds' Syndicate to maintain railway communication between the London and North Western Railway Company and the land not hereby conveyed of Murgatroyds Syndicate at the points marked A and also at the point marked C and D the said plan Saving and reserving unto Murgatroyds Syndicate their successors and assigns full and free liberty and right during the usual working hours of the day with locomotives and railway wagons laden or unladen to pass and repass over and along so much of the railway line shown and coloured blue on the said plan as extends from the point marked "Gate" to the point marked B and for a distance of six wagons lengths beyond and so much of the two branch sidings shewn on the said plan as extend from the point marked B to the points marked C and D respectively Provided always that such use of the said Railway line and branch sidings is hereby limited to carrying goods and materials to the said land of Murgatroyds Syndicate for the purpose of being used consumed or manufactured there or to carrying goods and materials from the said land which have been produced or manufactured there or for the return of empty

C: Charges register continued

wagons and is subject to Murgatroyds Syndicate their successors and assigns paying one half of the cost of maintaining and repairing the said railway line from the point marked "Gate" to the point marked "B" and the whole of the cost of maintaining and repairing the branch sidings from the point marked B to the points marked C and D respectively Provided also that the right to use the said railway line is and shall be a right in common with Brunner Mond their successors and assigns and their lessees and tenants and all others to whom they may grant a similar right and the right reserved to Murgatroyds Syndicate their successors and assigns is to be used so as to give all possible facilities for the use of the said railway line by Brunner Mond their successors and assigns Lessees and tenants and others to whom they may grant a similar right ALSO saving and reserving unto Murgatroyds Syndicate their successors and assigns the rights and liberty to use the line of pipe now existing across a portion of the land hereby conveyed and extending from the said Canal to the Salt Works on the land not hereby conveyed and any substituted or additional pipes as after mentioned for the purpose of conveying water from the said Canal to the said Salt Works on the land of Murgatroyds Syndicate not hereby conveyed

PROVIDED always and for the purpose of greater certainty it is hereby declared that the said line of pipe is not the line of pipe referred to in an agreement dated the twenty first day of March One thousand eight hundred and ninety three and made between the North Staffordshire Railway Company of the one part and Murgatroyds Syndicate of the other part

PROVIDED always that it shall be lawful for Brunner Mond their successors and assigns at any time or times hereafter upon giving to Murgatroyds Syndicate their successors and assigns one weeks previous notice to divert the line of the said pipe or any substituted or additional pipes so long as such diversion shall not interfere with the commencement or termination on the land hereby conveyed of the said pipe line as now laid out and so long as such pipe line when diverted shall for the purposes of conveying water be equally convenient and provided also that it shall be lawful for Brunner Mond their successors and assigns to take and relay and replace the said pipe or any substituted or additional pipes and any part or parts thereof for the purpose of keeping the same in good repair and water tight in its original or any substituted site but so as not more than possible to interfere with prejudice or obstruct the full and free user of the said pipe Murgatroyds Syndicate their successors and assigns paying the cost of maintaining and repairing the said pipe (but not the cost of diversion as after mentioned."

By a Deed dated 2 December 1896 made between (1) Ivan Levinstein and others and (2) Brunner Mond & Co. Limited the said exceptions reservations and provisions were expressed to be released with relation to the use of the railway line and further exceptions reservations and provisions were substituted therefore.

NOTE: Copy plan filed under CH147381.

- 4 (26.02.2018) By a Conveyance of the freehold estate in the land in this title and other land dated 14 December 1978 made between (1) B.P. Trading Limited and (2) Congleton Borough Council the land in this title was conveyed subject as follows:-

"The reservations and provisions contained or referred to in the Act of 1 William IV Cap 55 entitled "an Act to consolidate and extend the powers and provisions of the several Acts relating to the navigation from the Trent to the Mersey"

- 5 (26.02.2018) The land is subject to the following rights granted by a Transfer of the freehold estate in the land edged and numbered 1 in blue on

C: Charges register continued

the title plan dated 4 June 1998 made between (1) Congleton Borough Council (Vendor) and (2) kathleen Ann Fahy (Purchaser):-

"The Property is transferred together with the rights set out in the First Schedule hereto

FIRST SCHEDULE

1. The Property is sold together with the right in fee simple (in common with the Vendor and all other persons who have or may hereafter have the like right to connect to and use and thereafter maintain all sewers drains watercourses wires cables pipes and other services made or passing now or within 80 years from the date hereof under along or over the adjoining land and servicing the Property whereon there shall not stand any buildings"

Schedule of restrictive covenants

1 (26.02.2018) The following are details of the covenants contained in the Conveyance dated 9 August 1895 referred to in the Charges Register:-

"AND Brunner Mond for themselves their successors and assigns hereby covenant with Murgatroyds Syndicate their Successors and assigns that Brunner Mond their Successors and assigns will not without the consent in writing of Murgatroyds Syndicate their Successors and assigns first obtained at any time hereafter sink a shaft or execute any works for obtaining Brine within Two hundred yards of the present shaft of Murgatroyds Syndicate on their land not hereby conveyed and marked on the said plan BRINE Shaft No.1.

.....

"AND Murgatroyds Syndicate for themselves their successors and assigns hereby covenant with Brunner Mond their successors and assigns as follows

1. THAT Murgatroyds Syndicate their Successors and assigns will not without the consent in writing of Brunner Mond their Successors and assigns first obtained at any time hereafter sink a shaft or execute any Works for obtaining brine within Two hundred yards of the present shaft on the land and hereditaments hereby conveyed and marked on the said plan Brine Shaft No.2.

2. THAT they will from time to time on demand pay to Brunner Mond their Successors and assigns one half of the cost of maintaining and repairing the said Railway Line from the point marked "Gate" to the point marked B and the whole cost of maintaining and repairing the branch sidings from the point marked "B" to the points marked C and D

3. THAT they will use the said Railway line and Branch sidings as running lines only and only for the purpose of passing traffic from and to the land of Murgatroyds Syndicate not hereby conveyed to and from the London and North Western Railway and also subject to the sanction of the London and North Western Railway Company as a footway to and from the said Railway Companys Line for Murgatroyds Syndicate and their Successors and assigns and workmen and others having occasion to come or go to or from the works of Murgatroyds Syndicate and will so use the said Railway line and Branch sidings that the same and all points and switches shall at all times be kept free from unnecessary obstruction and will forthwith remove from the said Railway line and Branch Sidings any obstruction which may be caused thereto by any Act or default of them their Successors and assigns or their tenants or workmen and will at all times obey observe and perform all such

Schedule of restrictive covenants continued

reasonable rules Orders bye laws and regulations as shall from time to time or at any time or times be made or approved by Brunner Mond their Successors or assigns for governing and regulating the convenient use of and the traffic in through over upon or along the said railway line and Branch sidings"

NOTE: Copy plan filed under CH147381.

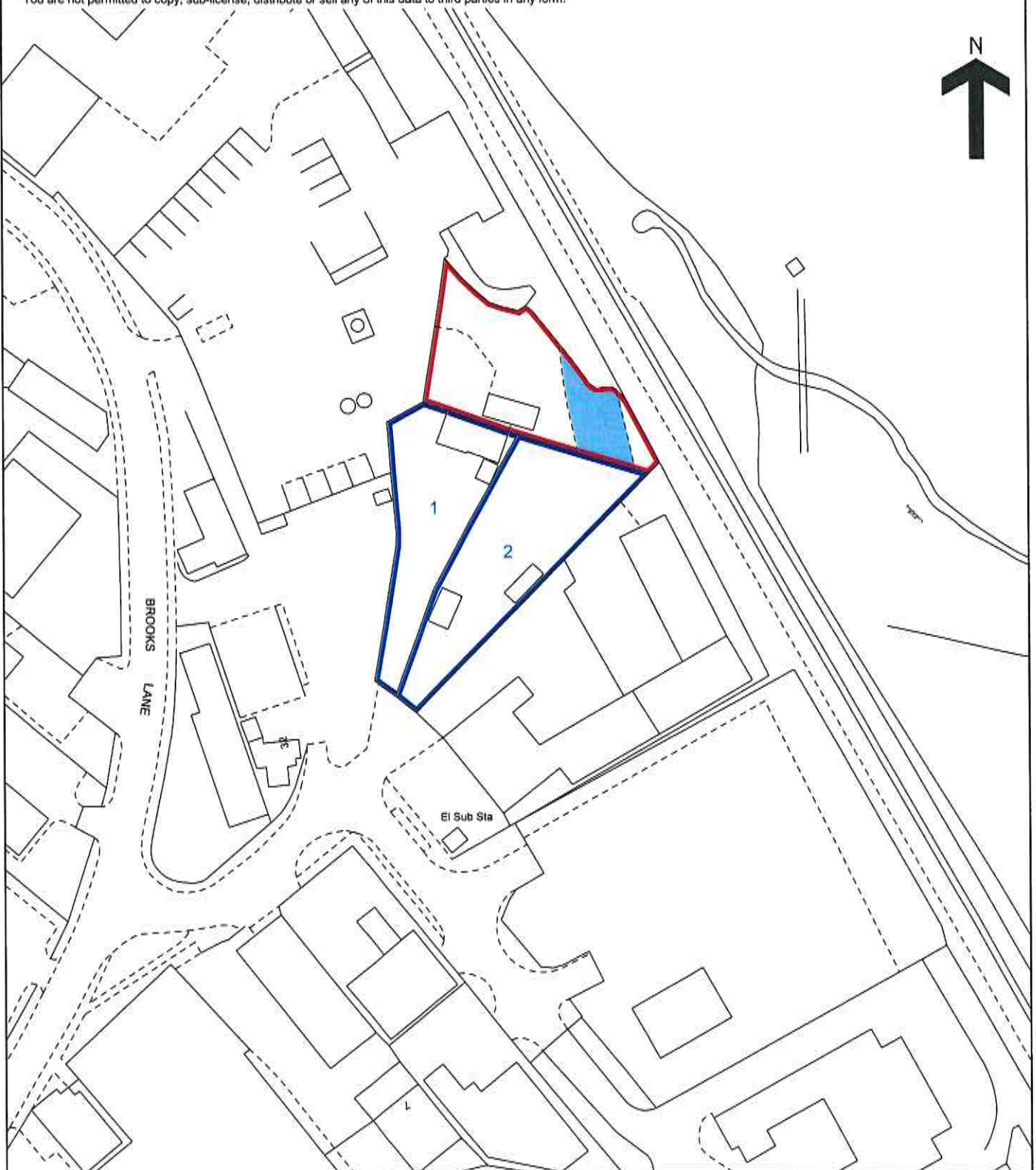
End of register

HM Land Registry
Official copy of
title plan

Title number **CH668104**
Ordnance Survey map reference **SJ7065NE**
Scale **1:1250** enlarged from 1:2500
Administrative area **Cheshire East**



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This official copy issued on 10 July 2018 shows the state of this title plan on 10 July 2018 at 11:16:13.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale.
Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Birkenhead Office.

