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# Official copy of register of title

Title number MS236661

Edition date 02.10.2013

- This official copy shows the entries on the register of title on 04 APR 2022 at 09:16:26.
- 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 04 Apr 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- 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.

MERSEYSIDE : WIRRAL

1 (19.03.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 115 Telegraph Road, Heswall, Wirral (CH60 0AF).

2 A Deed of the land in this title and other land dated 30 July 1984 made between (1) Wirral Borough Council (Borough Council) and (2) The County Council of Merseyside (County Council) contains the following provision:-

"As between the property transferred to and vested in the County Council and the property transferred to and vested in the Borough Council all rights to light or air way water drainage support or other easements or quasi-easements which have hitherto been used or enjoyed by or over the County Council's property or the Borough Council's property as the case may be shall continue to be used or enjoyed in the manner in which they have been used or enjoyed hitherto"

3 The land has the benefit of the rights granted by a Deed of Grant dated 22 January 1985 made between (1) Wirral Borough Council and (2) The County Council of Merseyside.

*NOTE: Copy filed.*

4 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 23 December 1985 referred to in the Charges Register:-

"TOGETHER WITH the right for the Purchaser and the successors in title to the Purchaser the owners and occupiers for the time being of the property and their servants and licensees (in common with the Vendor and all other persons for the time being having the like right) from time to time and at all times hereafter but on foot only and for all purposes connected with the use and enjoyment of the property but not for any other purpose whatsoever to pass and repass to and from the property over and along the three strips of land coloured blue green and brown on the plan annexed hereto such strips of land measuring 1.2 metres 1.8 metres and one metre respectively AND TOGETHER WITH the right of vehicular access for the Purchaser and all persons authorised by the Purchaser over the yard at Heswall Fire Station for the Purposes

## A: Property Register continued

only of the delivery of oil the carrying out of improvements and the delivery of furniture to the property until such time as the improvement work is completed and the building is occupied and furnished (and thereafter only with the prior consent of the duty officer in charge of the Fire Station but such consent not to be unreasonably withheld)"

"TOGETHER ALSO WITH the right within 80 years of legal completion to lay Gas Water (in the event only of the Purchaser being unable to obtain a supply of water from any other source) and Sewerage and Drainage Pipes and Electricity Cables to the Property from Telegraph Road aforesaid across the adjoining land of the Vendor and after such laying the right to use the same for the provision of such services in perpetuity and the right to enter on the said adjoining land for the purpose of such laying and for subsequent maintenance and repair in each case causing as little inconvenience and disruption to the Vendor or its successors in title making good the site and paying to the Vendor or its successors in title compensation for any quantifiable damage caused to it or them as result of the exercise of those rights TOGETHER ALSO WITH all easements quasi-easements liberties privileges rights and advantages in the nature of easements now enjoyed by or with the Property except such rights which would restrict or interfere with the free use and enjoyment of the adjoining land of the Vendor for building or any other purposes

EXCEPT AND RESERVING to the Vendor and its successors in title the said adjoining land all easements quasi-easements liberties privileges rights and advantages in the nature of easements now enjoyed over the Property other than rights of way or such rights as would restrict or interfere with the free use and enjoyment of the Property for building or any other purposes"

5 The Conveyance dated 23 December 1985 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that all walls separating the land retained by the Vendor from the Property shall be deemed to be party walls and shall be maintained and repaired at the joint cost of the Vendor or its successors in title and the Purchasers and the maintenance of the roof over the access shall also be a shared responsibility"

## 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 (02.10.2013) PROPRIETOR: THI REGENERATION LIMITED (Co. Regn. No. 8290542) of Riverside Park, 3 Southwood Road, Bromborough CH62 3QX.
- 2 (24.09.2012) The Conveyance of the land in this title dated 23 December 1985 referred to in the Charges Register contains vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (02.10.2013) The price stated to have been paid on 6 September 2013 was £125,000.
- 4 (02.10.2013) 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 proprietor for the time being of the Charge dated 6 September 2013 in favour of Rhyl Investments Limited referred to in the Charges Register.

### Schedule of personal covenants

- 1 (24.09.2012) The following are details of the personal covenants contained in the Conveyance dated 23 December 1985 referred to in the

## Schedule of personal covenants continued

Proprietorship Register:-

"The Vendor hereby covenants for itself and its successors in title with the Purchasers that it will supply Water to the Property from the adjoining fire station and the Purchasers having paid the sum of £50 therefor for the first twelve months hereafter covenants to pay thereafter a similar annual payment in addition to such the same percentage increase thereon as there is an overall watercharge made to the fire station premises provided always that in the event of any future sale by the Purchasers or the redevelopment of the Property the Purchasers or the development of the Property the Purchasers of the subsequent Purchaser shall provide a separate water supply at no cost to the Vendor."

## C: Charges Register

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

1 A Deed dated 3 November 1880 made between (1) Thomas Bainbridge and (2) John Drape contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

2 The land is subject to the following rights granted by a Deed dated 30 May 1972 made between (1) Chester County Council and (2) The Post Office:-

"the Grantor as Beneficial Owner HEREBY GRANTS unto the Grantee the easements rights powers and privileges (hereinafter together called "the rights") hereinafter described namely:-

(a) of constructing placing and laying at any time within a period of eighty years from the date hereof and of thereafter using and inspecting the condition thereof reconstructing replacing relaying maintaining cleansing and repairing a surface water drains as shown by a red line on the said plan and manhole as shown coloured brown on the said plan and as specified in the said plan

(b) of having and enjoying the flow and passage of surface from the Post Office premises by means of the said drain and manhole and the discharge thereof into the Fire Brigade premises drainage system

(c) the free right of ingress egress and regress (subject to the right to compensation for damage or injury) to upon and from the Fire Brigade Premises for the purposes of exercising the rights hereby granted"

*NOTE: Copy plan filed.*

3 A Conveyance of the land in this title dated 23 December 1985 made between (1) Merseyside County Council (Vendor) and (2) John Bevan and others contains the following covenants:-

"For the benefit and protection of the adjacent land of the Vendor and so as to bind so far as may be the property hereby conveyed into whosoever hands the same may come the Purchasers hereby jointly and severally covenant under them will at all times hereafter observe the conditions set out in the Third Schedule hereto"

"THE THIRD SCHEDULE

(Conditions to be Observed by the Purchaser)

1. The Purchasers right of vehicular access over the said Fire Station Yard shall be subject to the following conditions

(a) that the Purchasers shall give to the Vendor not less than 24 hours' prior notice of any delivery which may interfere with the Station's daily drill routine;

(b) that the Purchasers or the persons so authorised will report to the duty officer on each visit to the fire station premises;

## C: Charges Register continued

(c) that no vehicle will be parked in the station yard unless in the course of loading or unloading; and

(d) that all contractors plant and materials will be kept tidy and clear of the fire station drill areas

2. The Purchasers shall on the completion of this transaction make a contribution of £2400 towards the cost of constructing the independant access to the property the supply of electricity meters and the securing of the adjacent fire station yard

3. The Purchaser will be responsible for the payment of all electricity charges as evidenced by the sub-meter and all such payments will be due and payable quarterly to the Vendor on receipt by the Vendor of the account from the Merseyside and North Wales Electricity Board requesting payment in respect of the electricity supplied to the fire station premises

4. The Purchasers and the Purchasers successors in title and all persons authorised to use the same shall ensure that the access to the said property including the completed works referred to in the Fourth Schedule hereto is maintained in good and substantial condition at the Purchasers own expense and that access to the bin store in the car park on the adjoining land belonging to Wirral Borough Council is not impeded in any way whatsoever and the Purchaser shall indemnify and keep indemnified the Vendor from and against all claims or liabilities arising from the use of the said rights of access by the Purchasers and the Purchasers successors in title and all persons so authorised"

4 (02.10.2013) REGISTERED CHARGE contained in a Debenture dated 6 September 2013.

5 (02.10.2013) Proprietor: RHYL INVESTMENTS LIMITED (Co. Regn. No. 5710339) of Chatham House, Dee Hills Park, Chester CH3 5AR.

6 (02.10.2013) The proprietor of the Charge dated 6 September 2013 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register