

Title Number : CH107460

This title is dealt with by Land Registry, Birkenhead Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 16 AUG 2016 at 18:34:55 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: CH107460
Address of Property	: Eaton Hall Estate, comprising properties in Aldford, Belgrave, Bruera, Churton, Eaton, Eccleston, Poulton, and Pulford, Chester
Price Stated	: Not Available
Registered Owner(s)	: JEREMY HENRY MOORE NEWSUM, MICHAEL GEORGE ALEXANDER MCLINTOCK and WILLIAM BRUCE KENDALL of Grosvenor Estate, Eaton Estate Office, Eccleston, Chester CH4 9ET.
Lender(s)	: None

## Title number CH107460

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## A: Property Register

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

CHESHIRE WEST AND CHESTER  
FLINTSHIRE/SIR Y FFLINT

1 The Freehold land shown tinted pink and blue on the plan of the above Title filed at the Registry and being Eaton Hall Estate, comprising properties in Aldford, Belgrave, Bruera, Churton, Eaton, Eccleston, Poulton, and Pulford, Chester.

2 The Conveyance dated 31 December 1975 referred to in the Charges Register is expressed to grant the following rights:-

"TOGETHER with the full and free right for the Purchasers and their successors in title to use the water tank situated in the Clock Tower of Eaton Hall retained by the Vendor and the pipes lying under the Vendor's retained land taking water thereto from the Pump House (which said Pump House is situated upon part of the said properties secondly hereinbefore described) and therefrom through further pipes lying under the Vendor's retained land for the purpose of supplying water from the River Dee to Eaton Golf Club

TOGETHER with a right for the Purchasers and their agents servants and workmen to enter upon the said Clock Tower and surrounding land for the purposes of maintaining repairing or renewing such water pipes subject to the Purchasers paying a proportion according to user of the cost of maintaining repairing or renewing the said water tank and such part of the said water pipes which serve Eaton Hall and Eaton Golf Club jointly and subject to the Purchasers at their expense making good or repairing all damage caused in the exercise of such rights"

3 (11.02.1977) 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 shown in green on the said plan.

4 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered CH110367 in green on the filed plan dated 28 October 1976 made between (1) John Nigel Courtenay James and others and (2) Robert Andreas Berg and Margaret Mary Berg:-

TOGETHER with the right (so far as the Transferors can lawfully grant the same) for the purpose of discharging treated effluent from the septic tank on the property hereby transferred into the ditch adjoining Rake Lane aforesaid to use the overflow pipes in field O.S. Number 0005 leading from the said septic tank

AND TOGETHER with the right for the Transferees to enter the said adjoining field O.S. 0005 to inspect cleanse maintain repair and renew such overflow pipes the Transferees making good all damage or disturbance which may be caused to the said adjoining field in the exercise of such rights including payment of compensation for all damage to crops

AND TOGETHER ALSO with the right (so far as the Transferors can grant the same) in common with the Transferors and all others entitled to the like rights to use for the purposes of taking a supply of electricity and telephone services to the property hereby transferred as at present enjoyed the cables wires and poles situate on under or over adjoining land subject to the Transferees paying a proportionate part of the cost

## A: Property Register continued

of maintaining and repairing such cables wires and poles used in common as aforesaid

EXCEPTING AND RESERVING unto the Transferors and their successors in title in fee simple as incident to the ownership of the Transferors adjoining and neighbouring lands or any part thereof

(1) For the purposes of taking a supply of electricity and telephone services to the Transferors adjoining and neighbouring lands to use the cables wires and poles now or within eighty years of the date hereof situate on over or under the property hereby transferred together with all necessary rights of entry thereon subject to the Transferors paying a proportionate part of the cost of repairing such cables wires and poles and

(2) Full right and liberty at any time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining and neighbouring lands of the Transferors and to use such adjoining and neighbouring lands and buildings in such manner as the Transferors may think fit notwithstanding any interference with the access of light or air to the property hereby transferred.

NOTE: Field O S Number 0005 referred to is ringed in blue on the filed plan.

- 5 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH116696 in green on the title plan dated 1 December 1977 made between (1) John Nigel Courtenay James and others (Transferors) and (2) John Michael Pickering and Elizabeth Josephine Pickering:-

"Except and reserved unto the Transferors and their successors in title in fee simple as incident to the ownership of the Transferors adjoining and neighbouring properties or any part thereof:-

(1) the full and free right of uninterrupted passage of gas and electricity running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Transferors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within eighty years of the date hereof be on in or under the property hereby transferred and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights;

(2) full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Transferors and to use such adjoining or neighbouring land and buildings in such manner as the Transferors may think fit notwithstanding any interference with the access of light or air to the property hereby transferred."

- 6 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH122020 in green on the title plan dated 24 April 1978 made between (1) John Nigel Courtenay James and others and (2) Andrew Roland Chadwick and Peter Nicholas Chadwick:-

"EXCEPT AND RESERVING unto the Vendors and their successors in title in fee simple as incident to the ownership of the Vendors' adjoining and neighbouring properties or any part thereof:-

(i) the full and free right of uninterrupted passage of gas and electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Vendors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within eighty years of the date hereof be on in or under the property hereby transferred and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights

(ii) full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the

## A: Property Register continued

Vendors and to use such adjoining or neighbouring lands and buildings in such manner as the Vendors may think fit notwithstanding any interference with the access of light or air to the property hereby transferred."

- 7 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH125469 in green on the title plan dated 4 May 1978 made between (1) John Nigel Courtenay James and others and (2) Oldfields Farms (Pulford) Limited:-

"EXCEPTING AND RESERVING unto the Transferors and their successors in title as more particularly mentioned in the Schedule hereto.

### THE SCHEDULE

Except and Reserved unto the Transferors and their successors in title in fee simple as incident to the ownership of the Transferors' adjoining and neighbouring properties or any part thereof

(1) the full and free right of uninterrupted passage of gas and electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Transferors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within Eighty years of the date hereof be on in or under the property hereby transferred and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights

(2) full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Transferors and to use such adjoining or neighbouring lands and buildings in such manner as the Transferors may think fit notwithstanding any interference with the access of light or air to the property hereby transferred."

- 8 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered CH128671 in green on the filed plan dated 15 August 1978 made between (1) John Nigel Courtenay James and others and (2) William Gordon Gerrard Fair and John Anthony Fair:-

"TOGETHER WITH a full and free right of way in common with the Transferors and all others entitled thereto at all times and for all purposes including forestry timber extraction and ancillary purposes with or without vehicles of any description and with or without animals over and along the road or way coloured green on the said plans including the right to bring up haulage machinery and other timber tackle thereover but subject to the Transferees making good all damage caused in the exercise of such rights. AND TOGETHER ALSO WITH the right for the Transferees to use and maintain all pipes wires conduits cables sewers drains and watercourses as at present enjoyed by that part of the property hereby transferred as comprises Pulford Lodge for the passage of electricity gas telephone water soil drainage and other services over any adjoining or neighbouring land of the Transferors EXCEPT AND RESERVING unto the Transferors and their successors in title in fee simple as incident to the ownership of the adjoining and neighbouring properties of the Transferors or any part thereof:-

(A) the full and free right of uninterrupted passage of gas and electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Transferors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within Eighty years from the date hereof be on in or under the property hereby transferred and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights and

(B) full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Transferors and to use such adjoining or neighbouring lands and

## A: Property Register continued

buildings in such manner as the Vendors may think fit."

NOTE: The land coloured green referred to is hatched blue on the filed plan.

- 9 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH147632 in green on the title plan dated 20 July 1979 made between (1) John Nigel Courtenay James and others (Vendors) (2) Charles Joseph Peters and Anne Deirdre Peters and (3) Williams James Lambert and Rosemary Lambert:-

"There is Excepted and Reserved unto the Vendors and their successors in title in fee simple as incident to the ownership of the Vendors' adjoining and neighbouring properties or any part thereof

(1) full and free right of uninterrupted passage of gas electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Vendors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within eighty years of the date hereof be on in or under the property hereby conveyed and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights

(2) full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Vendors and to use such adjoining or neighbouring lands and buildings in such manner as the Vendors may think fit notwithstanding any interference with the access of light or air to the properties hereby conveyed."

- 10 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered CH153968 in green on the filed plan dated 14 August 1979 made between (1) John Nigel Courtenay James and others and (2) The Parish Council of Poulton and Pulford:-

"EXCEPT AND RESERVING unto the Transferors and their successors in title in fee simple as incident to the ownership of the Transferors adjoining and neighbouring properties or any part thereof out of the land hereby transferred as contained in the First Schedule hereto and subject to the rights and other matters contained mentioned or referred to in the Second Schedule hereto for the purposes of the benefit of the area of the Transferees in accordance with sub-section 1(b) of Section 124 of the Local Government Act 1972.

### THE FIRST SCHEDULE referred to

(1) a full and free right of way for the Transferors and all others entitled thereto at all times and for all purposes including forestry timber extraction and ancillary purposes with or without vehicles of any description and with or without animals over and along the road or way coloured green on the said plan including the right to bring up haulage machinery and other timber tackle thereover subject to the Transferors or their successors in title making good all damage caused in the exercise of such rights

(2) the full and free right of uninterrupted passage of gas and electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Transferors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within eighty years of the date hereof be on in or under the property hereby transferred and to make connections with such pipes wires conduits sewers drains and watercourses or any of them for the purpose of exercising such rights

(3) full right and liberty at any time hereafter and from time to time to execute works and erections upon for to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Transferors and to use such adjoining and neighbouring lands in such manner as the Transferors may think fit

## A: Property Register continued

(4) all necessary easements in respect of the passage of electricity gas water and drainage and other services as are required for the full use and enjoyment of that part of the adjoining property of the Transferors as is known as Pulford Lodge Pulford aforesaid."

NOTE: The road or way coloured green referred to is so much of the land hatched blue on the filed plan as falls within the land edged and numbered CH153968 in green.

- 11 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered CH149425 in green on the filed plan dated 14 September 1979 made between (1) John Nigel Courtenay James and others and (2) Peter Desmond Clark and Kathleen Ann Clark:-

"TOGETHER with the rights set out in the First Schedule hereto but EXCEPTING AND RESERVING the rights set out in the Second Schedule hereto

### THE FIRST SCHEDULE

Rights in favour of the Transferees that are included in this Transfer

(1) The right (so far as the Transferors can grant the same) in common with the Transferors and all others entitled to the like rights to use for the purposes of taking a supply of electricity and telephone services to the Property as at present enjoyed the cables wires and poles situate on under or over the adjoining and neighbouring land subject to the Transferees paying a proportionate part of the cost of maintaining and repairing such cables wires and poles used in common

(2) The right (so far as the Transferors can grant the same) in common with the Transferors and their successors in title owner or owners for the time being of the adjoining property Alpha Cottage Cuckoos Nest, Pulford aforesaid and all others entitled to use the same to use the drain situate under the Property and adjoining property not belonging to the Transferors taking foul and surface water drainage from the Property and the said adjoining property Alpha Cottage Cuckoos Nest Pulford aforesaid and other properties not belonging to the Transferors subject to payments by the Transferees of a proportionate part of the cost of maintaining cleansing repairing and renewing such drain

(3) The right (so far as the Transferors can grant the same) in common with the Transferors and all others entitled to the like rights to take a supply of water through the pipes now lying under the said adjoining property Alpha Cottage or any other pipes replacing the same which may be laid within a period of Eighty years from the date hereof

(4) The right (so far as the Transferors can grant the same) for the Transferees or other the owner or owners for the time being of the Property and all persons authorised by him or them to enter upon the said adjoining property Alpha Cottage aforesaid to inspect cleanse maintain repair and renew the said water pipes the Transferees or other the owner or owners for the time being of the Property making good all damage occasioned in the exercise of such rights

### THE SECOND SCHEDULE

Rights in favour of the Transferors that are excepted and reserved from this Transfer a fee simple as incident to the ownership of the Transferors adjoining and neighbouring properties or any part thereof

(1) Full right and liberty at any time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Transferors and to use such adjoining and neighbouring lands and buildings in such manner as the Transferors may think fit notwithstanding any interference with the access of light or air to the Property

(2) In particular as incident to the said adjoining property Alpha Cottage Cuckoos Nest Pulford aforesaid the right to take a supply of water through all water pipes now laid under the Property or laid thereunder within Eighty years of the date hereof together with the

## A: Property Register continued

full right and liberty to enter upon the Property to inspect cleanse repair maintain and renew such water pipes and to make connections with such pipes or any of them making good all damage or disturbance which may be caused to the Property in the exercise of such rights

(3) For the purposes of taking a supply of electricity and telephone services to the Transferors adjoining or neighbouring lands and properties the right to use the cables wires and poles now or within 80 years from the date hereof situate on under or over the Property with all necessary rights of entry thereon subject to the Transferors paying a proportionate part of the cost of repairing such cables wires and poles used in common

(4) Full right and liberty for the Transferors and their successors in title owners or occupiers for the time being of Alpha Cottage Cuckoos Nest Pulford aforesaid to use all drains and pipes including manholes constructed therewith and inspection chambers situate within the Property for taking sewerage and surface water from Alpha Cottage Cuckoos Nest Pulford aforesaid together with the right for the Transferors and their successors in title and all other persons authorised by them to enter upon the Property to inspect cleanse maintain repair relay and renew the said drains and pipes and manholes and inspection chambers the Transferor or other the owner or owners of the said property Alpha Cottage Cuckoos Nest Pulford aforesaid making good all damage occasioned in the exercise of such rights."

12 The Transfer dated 14 September 1979 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the walls and or fences and or hedges now or hereafter separating the Property from the adjoining property known as Alpha Cottage Cuckoos Nest Pulford aforesaid retained by the Transferors are party walls and or fences and or hedges and shall be used and maintained as such and so that the owner or owners for the time being of the Property and the owner or owners for the time being of the said retained premises shall contribute rateably to the cost of repairing and maintaining all common chimney stacks spouts down spouts gutters waterpipes and ridge tiles."

13 (07.11.1980) The filed plan has been amended.

14 (12.03.1981) The filed plan has been amended.

15 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH166788 in green on the title plan dated 9 December 1980 made between (1) John Nigel Courtenay James and others and (2) Thomas Richard Probert:-

"Except and Reserved unto the Vendors and their successors in title in fee simple as incident to the ownership of the Vendors adjoining and/or neighbouring properties or any part thereof

(1) the full and free right of uninterrupted passage of gas and electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Vendors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within eighty years of the date hereof be on in or under the property hereby transferred and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights

(2) full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Vendors and to use such adjoining or neighbouring lands and buildings in such manner as the Vendors may think fit notwithstanding any interference with the access of light or air to the property hereby transferred"

16 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH189066 in green on the title plan dated 23 March 1982 made between (1) John Nigel Courtenay James and others and (2) Clifford Frazier:-

## A: Property Register continued

"reserving the right set out in the Schedule hereto

### THE SCHEDULE

EXCEPT AND RESERVING unto the Transferors:-

1. The free passage of water gas and electric current from any other lands or buildings of the Transferors by and through the water pipes gas pipes and electricity cables which are now or may within 80 years of the date hereof be in or under the Property.

2. The full and free right and liberty to sell or lease any part of their adjoining or neighbouring Estate without any restriction PROVIDED ALWAYS that the Transferee shall not be entitled to any right of access of light or air to any buildings erected on the Property which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose and further that no estate or interest in the soil of the road or roads or footpaths adjacent to the Property is or shall be deemed to be included in the Property."

17 (04.08.1982) The filed plan has been amended.

18 The land has the benefit of the following rights reserved by the Transfer dated 20 January 1983 referred to in the Charges Register:-

EXCEPTING AND RESERVING unto the Transferors' in fee simple the rights easements and other matters specified in the First Schedule hereto SUBJECT TO

(a) the rights as now enjoyed by the owners or occupiers for the time being of the premises known as Churton Lodge Churton aforesaid and White Cottage Churton aforesaid and all other persons entitled to the like rights to use the septic tank overflow pipe the approximate position of which is indicated on the said plan annexed hereto by a green line which said pipe passes through the Property and

(b) the rights exercised thereover by virtue of a Wayleave Agreement granted in favour of MANWEB on the 5th day of August 1960 so far as the same relate to the Property

THE FIRST SCHEDULE above referred to

There is excepted and reserved out of the Property unto the Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:-

1. The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and land of the Transferors through the pipes wires conduits gutters sewers drains and watercourses which are now or may during the period of Twenty-one years from the date hereof be in or under the Property and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Transferors at their expense making good or repairing all damage or disturbance thereby caused to the Property in the carrying out of any works

2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferors adjoining the Property 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 erected upon 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 Property shall be deemed to be so enjoyed by the licence or consent of the Transferors and not as of right

3. Free and full right for the Transferors and their Agents servants and workmen and others authorised by them to enter upon the Property and every part thereof with or without workmen and with or without

## A: Property Register continued

vehicles of every description at any time within Twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors may decide to any adjoining or neighbouring buildings and land of the Transferors and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the Property

4. The right as at present enjoyed of support for the lean-to buildings situated on the Transferors' adjoining premises between the points marked F-G G-H and H-I on the said plan.

NOTE: The points marked F-G G-H and H-I referred to have been reproduced on the filed plan.

19 The land has the benefit of the following rights reserved by the Transfer dated 21 October 1983 referred to in the Charges Register:-

SUBJECT to the Transferee paying a fair proportion according to user of the costs expense and outgoings in respect of repairing maintaining and renewing the water pipes situate under the Transferors said adjoining premises known as School House Pulford aforesaid as are used jointly by those premises and the property hereinbefore described

EXCEPTING AND RESERVING unto the Transferors in fee simple the rights easements and other matters specified in the Schedule hereto

THE SCHEDULE referred to

There is Excepted and Reserved out of the property unto the Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:-

1. the free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjacent adjoining or neighbouring buildings and land of the Transferors through the pipes wires conduits gutters sewers drains (and in particular through the main drain shown on the said plan numbered 3 by a continuous red line) and watercourses which are now or may during the period of Twenty-one years from the date hereof be in or under the property hereby transferred and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Transferors at their expense making good or repairing all damage or disturbance thereby caused to the property hereby transferred in the carrying out of any works

2. 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 building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferors adjoining the property hereby transferred 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 erected upon 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 property hereby transferred shall be deemed to be so enjoyed by the licence or consent of the Transferors and not as of right

3. free and full right for the Transferors and their Agents servants and workmen and others authorised by them to enter upon the property hereby transferred and every part thereof with or without workmen and with or without vehicles of every description at any time within twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors may decide to any adjoining or neighbouring buildings and land of the Transferors and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons

### A: Property Register continued

exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the property hereby transferred

(ii) full right and liberty from time to time and at all reasonable hours in the daytime to enter upon the property hereby transferred so far as may be necessary but not otherwise for the purposes of inspecting cleansing repairing renewing and maintaining the said eaves spouts gutters pipes drains and gulleys but for no other purpose.

SUBJECT to the Transferors making good all damage or disturbance caused in the exercise of such rights.

20 The land has the benefit of the rights excepted and reserved by a Transfer of the land edged and numbered CH221620 in green on the filed plan dated 18 November 1983 made between (1) Nigel Courtenay James and others and (2) Samuel Chaloner which are identical to those referred to above.

21 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH236655 in green on the title plan dated 19 November 1984 made between (1) John Nigel Courtenay James and others and (2) William James Lambert:-

"subject to the easements and other rights specified in the First Schedule hereto

#### FIRST SCHEDULE

Any public or private rights in respect of way or otherwise and rights of the public or government or any company or individual or local or other authority in respect of cables wires poles conduits or apparatus for telephone telegraph gas or electricity supply purposes sewers or drains (including manholes connected therewith) or water mains pipes or apparatus and subject to and with the benefit of the agreement if any affecting the same"

22 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH240920 in green on the filed plan dated 26 February 1985 made between (1) John Nigel Courtenay James and others and (2) William Gordon Gerrard Fair and others:-

"EXCEPTING AND RESERVING unto the Transferors and their successors in title in fee simple as incident to the ownership of the adjoining and neighbouring properties of the Transferors or any part thereof:-

(a) the full and free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Transferors through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within eighty years from the date hereof be on in or under the property hereby transferred and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights and

(b) full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Transferors and to use such adjoining or neighbouring lands and buildings in such manner as the Transferors may think fit"

23 The land has the benefit of the following rights reserved by the Transfer dated 2 December 1985 referred to in the Charges Register:-

"Except and Reserving the easements and other rights specified in the Second Schedule

.....  
..

#### THE SECOND SCHEDULE

The property hereby transferred is sold subject to and there is excepted and reserved out of the property hereby transferred unto the

## A: Property Register continued

Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjacent adjoining and neighbouring land and premises or any part or parts thereof as follows:-

1. The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and land of the Transferors through the pipes wires conduits gutters sewers drains manholes and watercourses which are now or may during the period of Twenty-one years from the date hereof be in or under the property hereby transferred (including in particular all rights of drainage (if any) as now enjoyed through all drains and manholes in the property hereby transferred by the said adjoining premises Stone Cottage Pump Lane aforesaid) and to make connections with such pipes wires conduits gutters sewers drains manholes and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Transferors at their expense making good or repairing all damage or disturbance thereby caused to the property hereby transferred in the carrying out of any works

2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferors adjoining the property hereby transferred 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 erected upon any part of the property 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 property hereby transferred shall be deemed to be so enjoyed by the licence or consent of the Transferors and not as of right

3. Free and full right for the Transferors and their agents servants and workmen and others authorised by them to enter upon the property hereby transferred and every part thereof with or without workmen and with or without vehicles of every description at any time within Twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors may decide to any adjoining or neighbouring buildings and land of the Transferors and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the property hereby transferred

4. Full right and liberty from time to time at all reasonable hours in the daytime to enter upon the property hereby transferred for the purpose of inspecting and executing repairs to and painting the exterior of the said adjoining premises Stone Cottage Pump Lane aforesaid

5. (i) Full right and liberty from time to time and at all times hereafter to discharge as now enjoyed rainwater onto the property hereby transferred or into drains or gulleys therein from the eaves spouts gutters and pipes now existing on the said adjoining property Stone Cottage Pump Lane aforesaid and

(ii) Full right and liberty from time to time and at all reasonable hours in the daytime to enter upon the property hereby transferred so far as may be necessary but not otherwise for the purposes of inspecting cleansing repairing renewing and maintaining the said eaves spouts gutters pipes drains and gulleys but not for any other purpose whatsoever SUBJECT to the Transferors making good all damage or disturbance which may be caused in the exercise of such rights.

6. Any public or private rights in respect of way or otherwise and rights of the public or Government or any company or individual or local or other authority in respect of cables wires poles conduits or apparatus for telephone telegraph gas or electricity supply purposes sewers or drains (including manholes connected therewith) or water mains pipes or apparatus and subject to and with the benefit of the agreement (if any) affecting the same."

## A: Property Register continued

24 The Transfer dated 2 December 1985 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the internal walls separating the property hereby transferred from the adjoining premises retained by the Transferors known as Stone Cottage Pump Lane aforesaid and the boundary walls hedges and fences separating the property hereby transferred from the retained properties on the easterly and westerly boundaries are party walls hedges and or fences and shall henceforth be used and maintained and repaired as such and so that the owner or owners for the time being of the property hereby transferred and the owner or owners for the time being of the said retained premises shall contribute rateably towards the cost of maintaining and repairing all common chimney stacks."

25 The land has the benefit of the following rights reserved by the Transfer dated 13 December 1985 referred to in the Charges Register:-

"EXCEPTING AND RESERVING unto the Transferors in fee simple the rights and easements and other matters specified in the Schedule hereunto

THE SCHEDULE referred to

There is excepted and reserved out of the Property unto the Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:-

1. The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and land of the Transferors through the pipes wires conduits gutters sewers drains manholes and watercourses which are now or may during the period of Twenty One years from the date hereof be in or under the Property (including in particular all rights of drainage (if any) as now enjoyed through all drains and manholes in the Property by the said adjoining premises number 3 Pump Cottages Pump Lane aforesaid) and to make connections with such pipes wires conduits gutters sewers drains manholes and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Transferors at their expense making good or repairing all damage or disturbance thereby caused to the Property in the carrying out of any works.

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 building or other erection or hereafter to be erected on any part of the land now belonging to the Transferors adjoining the Property 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 erected upon any part of the Property 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 Property shall be deemed to be so enjoyed by the licence or consent of the Transferors and not as of right.

Free and full right for the Transferors and their Agents servants and workmen and others authorised by them to enter upon the Property and every part thereof with or without workmen and with or without vehicles of every description at any time within Twenty One years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors may decide to any adjoining or neighbouring buildings and land of the Transferors and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the Property.

Full right and liberty from time to time at all reasonable hours in the daytime to enter upon the Property for the purpose of inspecting and executing repairs to and painting the exterior of the said adjoining premises number 3 Pump Cottages Pump Lane aforesaid.

(i) Full right and liberty from time to time and at all times

## A: Property Register continued

hereafter to discharge as now enjoyed rainwater onto the Property or into drains or gulleys therein from the eaves spouts gutters and pipes now existing on the said adjoining property 3 Pump Cottages Pump Lane aforesaid between the points marked E-F on the said plan and

(ii) Full right and liberty from time to time and at all reasonable hours in the daytime to enter upon the Property so far as may be necessary but not otherwise for the purposes of inspecting cleansing repairing renewing and maintaining the said eaves spouts gutters pipes drains and gulleys but not for any other purpose whatsoever SUBJECT to the Transferors making good all damage or disturbance which may be caused in the exercise of such rights."

26 The Transfer dated 13 December 1985 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the walls separating the Property from the adjoining premises retained by the Transferors and known as 3 Pump Cottages Pump Lane aforesaid between the points marked "F" and "G" on the said plan are party walls and shall henceforth be used and maintained and repaired as such and so that the owner or owners for the time being of the Property and the owner or owners for the time being of the said retained premises shall contribute rateably towards the cost of maintaining and repairing all common chimney stacks spouts downspouts drains and waterpipes."

27 The land has the benefit of the following rights reserved by the Transfer dated 6 May 1986 referred to in the Charges Register:-

"EXCEPT AND RESERVING to the Transferors in fee simple the rights easements and other matters set out in part 1 of the Second Schedule hereto

### THE SECOND SCHEDULE BEFORE REFERRED TO

#### PART 1

There is excepted and reserved out of the property hereby transferred unto the Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:-

1. The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and land of the Transferors through the pipes wires conduits gutters sewers drains manholes and watercourses which are now or may during the period of twenty-one years from the date hereof be in or under the property hereby transferred and through the sewer or drain and manholes shown by a green line on the said plan numbered 2 and to make connections with such pipes wires conduits gutters sewers drains manholes and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Transferors at their expense forthwith making good or repairing all damage or disturbance thereby caused to the property hereby transferred in the carrying out of any works.

2. 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 building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferors adjoining the property hereby transferred 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 erected upon any part of the property hereby transferred and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Transferors' adjoining land by or in respect of the property hereby transferred shall be deemed to be so enjoyed by the licence or consent of the Transferors and not as of right

3. Free and full right for the Transferors and their Agents servants and workmen and others authorised by them to enter upon the property hereby transferred and every part thereof with or without workmen and with or without vehicles of every description at any time within

## A: Property Register continued

twenty-one years from the date hereof (upon giving reasonable notice except in emergency) to lay such wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services as may reasonably be required for the adjoining or neighbouring buildings and land of the Transferors and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense forthwith making good or repairing all damage or disturbance thereby caused to the property hereby transferred."

28 The land has the benefit of the rights excepted and reserved by a Transfer of the land edged and numbered WA345596 in green on the filed plan dated 9 July 1986 made between (1) John Nigel Courtenay James and others and (2) Samuel Chaloner which are identical to those referred to in the Transfer dated 1 December 1977 referred to above.

29 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH99308 in green on the title plan dated 24 June 1987 made between (1) John Nigel Courtenay James and others (Transferors) and (2) Alfred McAlpine Properties Limited:-

"EXCEPTING AND RESERVING unto the Transferors' neighbouring properties or any part thereof full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the neighbouring lands of the transferors and to use such neighbouring lands and buildings in such manner as the transferors may think fit"

30 The land has the benefit of the following rights reserved by the Transfer dated 11 February 1988 referred to in the Charges Register:-

"EXCEPTING AND RESERVING unto the Transferors in fee simple the rights easements and other matters specified in the Schedule hereto

### THE SCHEDULE referred to

There is EXCEPTED AND RESERVED out of the property hereby transferred unto the Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjoining and neighbouring land edged green on the said plan

1. The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and land of the Transferors through the pipes wires conduits manholes sewers drains and watercourses which are now or may during the period of twenty one years from the date hereof be in or under the property hereby transferred and to make connections with such pipes wires conduits manholes sewers drains and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Transferors at their expense making good or repairing all damage or disturbance thereby caused to the property hereby transferred in the carrying out of any works

2. The right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the property hereby transferred for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits manholes sewers drains and watercourses the Transferors making good all damage all damage or disturbance which may be caused to the property hereby transferred in the exercise of such right

3. 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 building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferors adjoining or neighbouring the property hereby transferred 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 erected upon 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 or neighbouring land by or in respect of the property hereby transferred shall be deemed to be so enjoyed by the licence or consent of the Transferors and not as of right

## A: Property Register continued

4. Free and full right for the Transferors and their agents servants and workmen and others authorised by them to enter upon the property hereby transferred and every part thereof with or without workmen and with or without vehicles of every description at any time within twenty one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors may decide to any adjoining or neighbouring buildings and land of the Transferors and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the property hereby transferred

5. THE RIGHT to vary or release all restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises at Churton aforesaid forming part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the property hereby transferred"

31 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH289469 in green on the title plan dated 1 March 1988 made between (1) John Nigel Courtenay James and others and (2) David Kenneth Armstrong and Catherine Armstrong:-

"EXCEPT AND RESERVING the rights easements and other matters specified in the First Schedule hereto

### THE FIRST SCHEDULE referred to

There is excepted and reserved out of the land hereby transferred unto the Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjoining and neighbouring land edged green on the said plan:-

1. the free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and land of the Transferors through the pipes wires conduits manholes sewers drains and watercourses which are now or may during the period of twenty one years from the date hereof be in or under the land hereby transferred and to make connections with such pipes wires conduits manholes sewers drains and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Transferors at their expense making good or repairing all damage or disturbance thereby caused to the land hereby transferred in the carrying out of any works

2. the right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the land hereby transferred for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits manholes sewers drains and watercourses the transferors making good all damage or disturbance which may be caused to the land hereby transferred in the exercise of such right

3. 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 building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferors adjoining or neighbouring the land hereby transferred 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 erected upon 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 or neighbouring land by or in respect of the land hereby transferred shall be deemed to be so enjoyed by the licence or consent of the transferors and not as of right

4. free and full right for the Transferors and their agents servants and workmen and other authorised by them to enter upon the land hereby transferred and every part thereof with or without workmen and with or without vehicles of every description at anytime within twenty one years from the date hereto to lay wires cables pipes conduits and

## A: Property Register continued

drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors may decide to any adjoining or neighbouring buildings and land of the Transferors and for the purpose of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the land hereby transferred

5. the benefit of all restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises at Churton aforesaid forming part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the land hereby transferred"

*NOTE: Copy deed filed under CH289469.*

32 The land has the benefit of the following rights reserved by the Transfer dated 17 June 1988 referred to in the Charges Register:-

"EXCEPT AND RESERVING as more particularly mentioned or referred to in the First Schedule hereto

### THE FIRST SCHEDULE referred to

There is EXCEPTED AND RESERVED out of the property unto the sellers in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:

1. the free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to the said adjacent adjoining or neighbouring buildings and lands of the sellers through the pipes wires conduits manholes sewers drains gutters downspouts watercourses and soakaways which are now or may during the period of 21 years from the date hereof be on or under the property and to make connections with such pipes wires conduits manholes sewers drains gutters watercourses downspouts and soakaways or any of them for the purpose of exercising such rights subject always to the sellers at their expense making good or repairing all damage or disturbance thereby caused to the property in the carrying out of any works in particular EXCEPT AND RESERVED to the sellers in fee simple free and full right and liberty to (a) discharge rain water from the eaves spouts roofs gutters and pipes of the sellers' retained buildings adjoining the property into the gutters downspouts and drains watercourses and soakaways on the property (b) take a supply of mains water to the sellers' said adjacent adjoining and neighbouring lands and premises through the existing mains water supply pipes shown by a broken blue line on the said plan and (c) use the foul drainage system shown by the broken brown line on the said plan for the taking of water and soil from the sellers said lands and premises

2. the right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the property for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits manholes sewers drains watercourses gutters downspouts and soakaways the sellers making good all damage or disturbance which may be caused to the property in the exercise of such right

3. 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 building or other erection now standing or hereafter to be erected on any part of the sellers' said adjacent adjoining or neighbouring land including the erection of dwellinghouses thereon in such manner as to obstruct and interfere with the passage and access of light and air to any building which is or may be erected upon any part of the property and so that all privileges of light and air now or hereafter to be enjoyed over any part of the sellers' said adjacent adjoining or neighbouring land by or in respect of the property shall be deemed to be so enjoyed by the licence or consent of the sellers and not as of right and so that the sellers shall be at liberty to erect dwellinghouses or other buildings on the said adjacent adjoining or neighbouring land without objection by the buyer thereto on the grounds of diminution of light or air to the property or

## A: Property Register continued

otherwise

4. free and full right for the sellers and their agents servants and workmen and others authorised by them to enter upon the property and every part thereof with or without workmen and with or without vehicles of every description at any time within twenty one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the sellers may decide to the said adjacent adjoining or neighbouring buildings and land of the sellers and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the property

5. full and free right for the sellers and their tenants servants and licensees at all times by day or night and for all purposes with or without vehicles including agricultural vehicles of all descriptions and with or without agricultural machinery of all descriptions and with or without animals to pass and repass over and along such part of the property as is coloured green on the said plan without liability to contribute to the maintenance of the said land coloured green

6. the right to vary waive or release all or any restrictive covenants and conditions imposed on the sale at anytime prior hereto of lands and premises at Poulton aforesaid formerly forming part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the property

In this schedule the expression 'the sellers' includes their successors in title owner or owners of the sellers' adjoining and neighbouring lands and premises or any part thereof and a reference to 'the sellers adjacent adjoining and neighbouring lands and premises' shall where the context admits mean any buildings for the time being thereon"

33 The Transfer dated 17 June 1988 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that the walls between the points marked 'D' and 'E' and 'E' and 'F' on the said plan separating the property from the adjoining property retained by the sellers are party walls and shall henceforth be used and maintained and repaired as such"

34 (13.12.1989) The land edged and lettered A and B in red on the title plan restored to the title on 13 December 1989.

35 The land edged and lettered A and B in red on the filed plan has the benefit of the following rights reserved by the Transfer dated 1 March 1989 referred to in the Charges Register:-

"EXCEPTING AND RESERVING out of the red land as more particularly mentioned or referred to in the First Schedule hereto and the red land is transferred subject to

(a) any public or private rights in respect of way or otherwise and rights of the public or Government or any company or individual or local or other authority in respect of cables wires poles conduits or apparatus for telephone telegraph gas or electricity supply purposes sewers or drains (including manholes connected therewith) or water mains pipes or apparatus and subject to and with the benefit of the agreement (if any) affecting the same

(b) all orders town planning schemes and resolutions to prepare the same and all other proposals schemes and resolutions notices restrictions prohibitions and charges (if any) of the Local Authority or any other body or authority competent to make serve or levy the same and any entries on the local Land Charges Register."

THE FIRST SCHEDULE before referred to

There is EXCEPTED AND RESERVED out of the red land unto the Trustees in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:

## A: Property Register continued

1. The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to the said adjacent adjoining or neighbouring buildings and lands of the Trustees through the pipes wires conduits manholes sewers drains gutters downspouts watercourses and soakaways which are now or may during the period of twenty-one years from the date hereof be on or under the red land and to make connections with such pipes wires conduits manholes sewers drains gutters watercourses downspouts and soakaways or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Trustees at their expense making good or repairing all damage or disturbance thereby caused to the red land in the carrying out of any works.

2. The right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the red land for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits manholes sewers drains watercourses gutters downspouts and soakaways the Trustees making good all damage or disturbance which may be caused to the red land in the exercise of such right

3. 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 building or other erection now standing or hereafter to be erected on any part of the Trustee's said adjacent adjoining or neighbouring land including the erection of dwellinghouses thereon in such manner as to obstruct and interfere with the passage and access of light and air to any building which is or may be erected upon any part of the red land and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Trustees' said adjacent adjoining or neighbouring land by or in respect of the red land shall be deemed to be so enjoyed by the licence or consent of the Trustees and not as of right and so that the Trustees shall be at liberty to erect dwellinghouses or other buildings on the said adjacent adjoining or neighbouring land without objection by the Company thereto on the grounds of diminution of light or air to the red land or otherwise

4. Free and full right for the Trustees and their agents servants and workmen and others authorised by them to enter upon the red land and every part thereof without workmen and with or without vehicles of every description at any time within twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone service gas water and sewerage services and for any other purpose which the Trustees may decide to the said adjacent adjoining or neighbouring buildings and land of the Trustees and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the red land

5. The right to vary waive or release all or any restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises at Poulton aforesaid formerly forming part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the red land.

In this Schedule the expression "the Trustees" includes their successors in title owner or owners of the Trustees' adjacent adjoining and neighbouring lands and premises or any part thereof and a reference to 'the Trustees' adjacent adjoining and neighbouring land and premises" shall were the context admits mean any buildings for the time being thereon and shall include the blue lands."

NOTE: The red land referred to lies to the north east of the land edged and lettered B in red on the filed plan.

36

The filed plan has been amended to exclude part of the land comprised in a Deed of Gift dated 18 August 1943 made between (1) Hugh Richard Arthur Duke of Westminster and (2) The Council of the Rural District of Chester.

## A: Property Register continued

- 37 The land has the benefit of the rights reserved by a Transfer of the land edged and numbered CH383364 in green on the filed plan dated 1 March 1989 made between (1) John Nigel Courtenay James and others and (2) P J Allison (Wirral) Limited. Such rights are identical to those contained in the Transfer dated 1 March 1989 referred to above.
- 38 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered CH334954 in green on the filed plan dated 6 December 1990 made between (1) John Nigel Courtenay James and others (Sellers) and (2) P J Allison (Wirral) Limited:-

"TOGETHER with the right to enter upon the adjoining land of the Sellers for the purpose of carrying out the obligations of the Buyer hereinafter referred to EXCEPT AND RESERVING as more particularly mentioned or referred to in the First Schedule hereto:-

### THE FIRST SCHEDULE referred to

There is EXCEPTED AND RESERVED out of the Property unto the Sellers in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:-

1. the free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to the said adjacent adjoining or neighbouring buildings and lands of the Sellers through the pipes wires conduits manholes sewers drains gutters downspouts watercourses and soakaways which are now or may during the period of twenty-one years from the date hereof be on or under the Property and to make connections with such pipes wires conduits manholes sewers drains gutters watercourses downspouts and soakaways or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Sellers at their expense making good or repairing all damage or disturbance thereby caused to the Property in the carrying out of any works

2. the right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the Property for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits manholes sewers drains watercourses gutters downspouts and soakaways the Sellers making good all damage or disturbance which may be caused to the Property in the exercise of such right

3. 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 building or other erection now standing or hereafter to be erected on any part of the Sellers' said adjacent adjoining or neighbouring land including the erection of dwellinghouses thereon in such manner as to obstruct and interfere with the passage and access of light and air to any building which is or may be erected upon any part of the Property and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Sellers' said adjacent adjoining or neighbouring land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Sellers and not as of right and so that the Sellers shall be at liberty to erect dwellinghouses or other buildings on the said adjacent adjoining or neighbouring land without objection by the Buyer thereto on the grounds of diminution of light or air to the Property or otherwise

4. free and full right for the Sellers and their agents servants and workmen and others authorised by them to enter upon the Property and every part thereof with or without workmen and with or without vehicles of every description at any time within twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Sellers may decide to the said adjacent adjoining or neighbouring buildings and land of the Sellers and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the Property

## A: Property Register continued

5. full and free right for the Sellers and their tenants servants and licensees at all times by day or night and for all purposes with or without vehicles including agricultural vehicles of all descriptions and with or without agricultural machinery of all descriptions and with or without animals to pass and repass over and along the Property and every part thereof without liability to contribute to the maintenance of the Property

6. the right to vary waive or release all or any restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises at Poulton aforesaid formerly forming part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the Property"

39

The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH352000 in green on the title plan dated 15 April 1992 made between (1) John Nigel Courtenay James and others (Transferors) and (2) William Gareth Dylan Evans and Jayne Lesley Evans:-

"EXCEPTING AND RESERVING unto the Transferors in fee simple the rights easements and other matters specified in the First Schedule hereto.

The Property is transferred SUBJECT TO any public or private rights in respect of way or otherwise and rights of the public or Government or any Company or individual or local or other authority in respect of cables wires poles conduits or apparatus for telephone telegraph gas or electricity supply purposes sewers or drains (including manholes connected therewith) or water mains pipes or apparatus and SUBJECT TO and with the benefit of the agreement (if any) affecting the same"

### THE FIRST SCHEDULE referred to

There is EXCEPTED AND RESERVED out of the Property unto the Transferors and their successors in title and assigns in fee simple as incident to the ownership of their adjoining and neighbouring lands and premises or any part or parts thereof:-

1. The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjoining or neighbouring buildings and land of the Transferors and their successors in title through the pipes wires conduits gutters sewers drains manholes and watercourses which are now or may during the period of twenty-one years from the date hereof be in or under the property and to make connections with such pipes wires conduits gutters sewers drains manholes and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the persons exercising such right at their expense making good or repairing all damage or disturbance thereby caused to the property in the carrying out of any works

2. The right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the property for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits gutters sewers drains manholes and watercourses the Transferors and their successors in title making good all damage or disturbance which may be caused to the property in the exercise of such right

3. 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 building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Transferors or their successors adjoining or neighbouring the property 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 erected upon any part of the property and so that all privileges of light and air now or hereafter to be enjoyed over any part of the said adjoining or neighbouring land by or in respect of the property shall be deemed to be so enjoyed by the licence or consent of the Transferors and their successors in title and not as of right

## A: Property Register continued

4. Free and full right for the Transferors and their successors in title and their respective agents servants and workmen and others authorised by them to enter upon the property and every part thereof with or without workmen and with or without vehicles of every description at any time within twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors may decide to any adjoining or neighbouring buildings and land of the Transferors or their successors and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their expense making good or repairing all damage or disturbance thereby caused to the Property"

40 The land edged and lettered C in red on the title plan added to the title on 12 February 1993.

41 (13.03.1997) Part 14 of the filed plan amended.

42 (07.01.1998) The land edged and lettered D in red on the title plan added to the title on 7 January 1998.

43 (07.01.1998) The land edged and lettered D in red on the filed plan has the benefit of the following rights granted by the Deed dated 18 August 1943 referred to in the Charges Register:-

"TOGETHER with the right to discharge properly treated effluent into Aldford Brook at the points the approximate positions of which are shown by the lettered "D" and "E" on the plan"

NOTE: The points D and E referred to have been reproduced on the filed plan.

44 (13.07.1998) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH427288 in green on the title plan dated 16 June 1998 made between (1) Sir Richard Baker Wilbraham Bt DL and others (Trustees) and (2) The Parish Council of Poulton and Pulford (Council):-

"THERE is excepted and reserved out of the Property in fee simple the rights easements and other matters specified in the Schedule hereto

### THE SCHEDULE

There is excepted and reserved out of the Property unto the Trustees and their successors in title and assigns in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:-

(1) the free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to any adjacent adjoining or neighbouring buildings and land of the Trustees through the pipes wires conduits gutters manholes sewers drains and watercourses which are now or may during the period of twenty-one years from the date hereof be in or under the Property and to make connections with such pipes wires conduits gutters monholes sewers drains and watercourses or any of them for the purposes of exercising such rights SUBJECT ALWAYS to the Trustees at their own expense making good or repairing all damage or disturbance thereby occasioned to the Property in the carrying out of any works

(2) the right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the Property for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits gutters manholes sewers drains and watercourses the Trustees making good all damage or disturbance which may be caused to the Property in the exercise of such right

(3) 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 building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Trustees adjacent adjoining or neighbouring the Property including the

## A: Property Register continued

erection of dwellinghouses thereon 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 erected upon 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 Trustees said adjacent adjoining or neighbouring land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Trustees and not as of right and so that the Trustees shall be at liberty to erect dwellinghouses on the said adjacent adjoining or neighbouring land without objection by the Council thereto on the grounds of diminution of light or air to the Property or otherwise

(4) free and full right for the Trustees and their agents servants and workmen and others authorised by them to enter upon the Property and every part thereof with or without workmen and with or without vehicles of every description at any time within twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Trustees may decide to any adjacent adjoining or neighbouring buildings and land of the Trustees and for the purposes of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the Property

(5) the benefit of and the right to vary release or waive all restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises at Poulton and Pulford aforesaid which formed part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the Property

In this Schedule the expression "the Trustees" includes their successors in title owner or owners of the Trustees' adjacent adjoining and neighbouring lands and premises or any part thereof and a reference to "the Trustees" adjacent adjoining and neighbouring lands and premises" shall where the context admits mean the said lands and any buildings for the time being thereon"

45 (17.07.1998) The edged and numbered 33, 35 and 36 in black on the title plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

46 (13.11.1998) The land has the benefit of the following rights reserved by the Transfer dated 1 October 1998 referred to in the Charges Register:-

"THERE is excepted and reserved out of the Property

4.1 to the Vendors their successors in title and others authorised by either of them together with their agents workmen and servants in fee simple for the benefit of the Benefited Land or any part or parts thereof the First Exceptions and Reservations and

4.2 to the Vendors and their successors in title in fee simple the Second Exceptions and Reservations

### THE SECOND SCHEDULE

#### The Exceptions and Reservations

##### Part 1

##### (the First Exceptions and Reservations)

1. The free right of uninterrupted passage of electricity and water from and to the Benefited Land through the pipes wires conduits manholes sewers drains ditches and watercourses ("Service Media") which are now or may hereafter during the period of 80 years from the date hereof (which shall be the Perpetuity Period applicable hereto) be in or under the Property and (during the Perpetuity Period) to make connections with such Serviced Media or any of them through the Service Media (if any) laid by the Purchaser for such purpose or otherwise

## A: Property Register continued

along such route as may be agreed between the Vendors and the Purchaser such agreement not to be unreasonably refused or delayed for the purpose of exercising such rights and PROVIDED that at any time during the Perpetuity Period the Purchaser may re-route or reposition any Service Media to a route or position first agreed in writing by the Vendors (such agreement not to be unreasonably refused or delayed)

2. The right and liberty (subject to the Vendors causing no unnecessary damage or inconvenience and making good promptly any damage nevertheless caused) on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the Property for the purpose of laying inspecting cleansing repairing and maintaining Service Media

3. 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 building or other erection now standing or hereafter to be erected on any part of the Benefited Land in such manner as to obstruct and interfere with the passage and access of light and air to any building which is or may be erected upon any part of the Property within 80 years of the date hereof and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Benefited Land by or in respect of the property shall be deemed to be so enjoyed by the licence or consent of the Vendors and their successors in title and not as of right and so that the Vendors and their successors shall be at liberty to erect buildings or any other erections on the Benefited Land without object by the Purchaser thereto on the grounds of diminution of light or air to the Property or otherwise

4. The right to vary release or waive all restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises which formed part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the Property

### Part 2

(the Second Exceptions and Reservations)

All mines minerals and mineral substances of every description quarries beds of chalk clay stone gravel sand and marl within and under the Property with free power for the Vendors and their successors in title and all persons authorised by either of them but without entering upon the surface of the Property to work win get carry away and dispose of the same and such materials under adjoining and neighbouring lands the Vendors and their successors in title or such other persons exercising such rights making full compensation for any injury occasioned thereby to the surface of the Property or to any buildings for the time being thereon

5. Not to erect any buildings or erections on such part of the Property as is shown hatched brown on the said plan (hereinafter called "the Brown Site") save that the Purchaser may construct roadways and services for the Property on in and over the Brown Site

6. Not to erect any building or erections or construct any roadways on the Property without the approval in writing of the Vendors to the arrangements for the disposal of surface water such approval not to be unreasonably refused or delayed"

47 (04.02.1999) The land has the benefit of the following rights reserved by the Transfer dated 21 January 1999 referred to in the Charges Register:-

"but subject to the Exceptions and Reservations

### THE SECOND SCHEDULE

(The Exceptions and Reservations)

There is EXCEPTED AND RESERVED out of the Property unto the Trustees and their successors in title and assigns in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and

# A: Property Register continued

premises or any part or parts thereof

1. 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 building or other erection now standing or hereafter to be erected on any part of the land now belonging to the Trustees adjacent adjoining or neighbouring the Property 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 erected upon any part of the land hereby conveyed and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Trustees said adjacent adjoining or neighbouring land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Trustees and their successors in title and not as of right

2. the right to vary release or waive all restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises at Aldford aforesaid which formed part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the Property"

48 (20.03.2003) The land edged and lettered E and F in red on the title plan added to the title on 20 March 2003.

49 (20.03.2003) The land edged and lettered E in red on the filed plan has the benefit of the following rights granted by the Conveyance dated 25 June 1919 to Ellis Gillam referred to in the Charges Register:-

"TOGETHER with all such water mains and supply pipes lying wholly on or under the hereditaments and premises hereby granted or any part thereof as belong to the Vendor and did not extend to any other land

AND all such rights in common with the Vendor and his heirs executors administrators and assigns and successors in title and all other persons from time to time entitled thereto as the Vendor has to the free passage of water through and to maintain and repair all other water mains and supply pipes which lie on or under the hereditaments hereby granted but not wholly on or under the same"

.....  
..

"AND TOGETHER (by way of Conveyance and not of exception) with the right (so far as the Vendor can convey the same) to use maintain and repair all ways drains and watercourses now used or enjoyed in respect of the hereditaments hereby assured"

50 (13.05.2003) The land edged and numbered 106 to 108, 145 to 168, 170 to 208, 210 to 218 in yellow on the filed plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

51 (17.11.2003) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered CH513595 in green on the title plan dated 29 October 2003 made between (1) Jeremy Henry Moore Newsum and others (Transferors) and (2) David Charle Patterson and Tessa Mary Patterson (Transferees):-

"Definitions In this Transfer:-"

... "The expression 'the adjoining and neighbouring property of the Transferors' shall mean the remainder of the land (excluding the adjoining Property) comprised in title number CH107460 and each and every part thereof"

"There is EXCEPTED AND RESERVED unto the Trustees and their successors in title and all persons authorised by them in fee simple as incident to the ownership of the Adjoining Property or any part or parts thereof and the adjoining and neighbouring property of the Transferors:

(1) The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to the Adjoining Property and the adjoining or neighbouring property of the Transferors through the pipes wires and conduits gutters sewers drains and watercourses which are now or may hereafter during the period of

## A: Property Register continued

eighty years from the date hereof be on in or under the Property and the right to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the persons exercising that right at their own expense making good all damage or disturbance thereby caused to the Property in the carrying out of any works.

(2) Full right and liberty at any time hereafter and from time to time to execute works and erections upon the Adjoining Property (or to alter or rebuild any of the buildings erected thereon) or upon the adjoining or neighbouring property of the Transferors and to use the same in such manner as the Transferors and their successors in title may think fit notwithstanding any interference with the access of light or air to the Property.

(3) Full and free right for the Transferors and their agents servants and workmen and others authorised by them to enter upon the Property and every part thereof with or without workmen and with or without vehicles of every description to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors and their successors in title may decide to the adjoining and neighbouring property of the Transferors including the Adjoining Property and for the Purpose of inspecting and repairing and renewing the same SUBJECT ALWAYS to the persons exercising that right at their own expense making good all damage or disturbance thereby caused to the Property."

NOTE: The "Adjoining Property" referred to comprises the land edged and numbered CH515723 in green on the title plan.

52 (17.11.2003) The Transfer dated 29 October 2003 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-"

..."that the boundaries marked 'T' inwards on the attached plan belong to and form part of the Property".

NOTE: The "T" mark referred to affects the northern boundary of the land edged and numbered CH513595 in green on the title plan.

53 (14.01.2004) The land has the benefit of the following rights reserved by a Transfer of the land in this title and other land dated 17 December 2003 made between (1) Jeremy Henry Moore Newsum and others (Transferors) and (2) Benjamin Alan Wright and Claire Ellen Oonagh Wright (Transferees):-

"Definitions In this Transfer:-"

... "The expression 'theadjoining and neighbouring property of the Transferors' shall mean the remainder of the land (excluding the adjoining Property) comprised in title number CH107460 and each and every part thereof"

"There is EXCEPTED AND RESERVED unto the Trustees and their successors in title and all persons authorised by them in fee simple as incident to the ownership of the Adjoining Property or any part or parts thereof and the adjoining and neighbouring property of the Transferors.

(1) The free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to the Adjoining Property and the adjoining or neighbouring property of the Transferors through the pipes wires and conduits gutters sewers drains and watercourses which are now or may hereafter during the period of eighty years from the date hereof be on in or under the Property and the right to make connections with such pipes wires conduits gutters sewers drains and watercourses which are now or may hereafter during the period of eighty years from the date hereof be on in or under the Property and the right to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the persons exercising that right at their own expense making good all damage or disturbance thereby caused to the Property in the carrying out of any

## A: Property Register continued

works.

(2) Full right and liberty at any time hereafter and from time to time to execute works and erections upon the adjoining and neighbouring property of the Transferors and to use the same in such manner as the Transferors and their successors in title may think fit notwithstanding any interference with the access of light or air to the Property.

(3) Full and free right for the Transferors and their agents servants and workmen and others authorised by them to enter upon the Property and every part thereof with or without workmen and with or without vehicles of every description to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Transferors and their successors in title may decide to the adjoining and neighbouring property of the Transferors including the Adjoining Property and for the Purpose of inspecting and repairing and renewing the same SUBJECT ALWAYS to the persons exercising that right at their own expense making good all damage or disturbance thereby caused to the Property."

NOTE: The "Adjoining Property" referred to comprises the land edged and numbered CH513595 in green on the title plan.

54 (14.01.2004) The Transfer dated 17 December 2003 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:-"

..."that the boundaries marked 'T' inwards on the attached plan belong to and form part of the Property".

NOTE: The "T" mark referred to affects the northern boundary of the land edged and numbered CH515723 in green on the title plan.

55 (25.01.2005) The land edged and lettered G in red on the title plan added to the title on 25 January 2005.

56 (25.01.2005) The land edged and lettered G in red on the title plan has the benefit of the rights reserved by the Deed of Grant dated 29 April 1999 referred to in the Charges Register.

57 (20.03.2006) Title closed as to the land edged and lettered X in green on the title plan.

58 (27.07.2012) The land edged and numbered 141, 164, 235, 236, 237, 238 and 241 in yellow on the title plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

## 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 (22.03.2012) PROPRIETOR: JEREMY HENRY MOORE NEWSUM, MICHAEL GEORGE ALEXANDER MCLINTOCK and WILLIAM BRUCE KENDALL of Grosvenor Estate, Eaton Estate Office, Eccleston, Chester CH4 9ET.

2 (14.02.2001) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.

## C: Charges Register

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

1 (27.09.1976) The land edged and numbered 1, 2, 3, 4, 72, 73, 74, 99, 100, 102, 103 on the filed plan is subject to the following rights granted by a Subsidiary Vesting Deed of the said land dated 23 October 1934 made between (1) Heber Fearnall and Arthur Fearnall (2) Heber Fearnall and Sidney Richard Fearnall (Personal Representatives) (3) Sir Vincent Wilberforce Baddeley and William Henry Smith and (4) The Most Noble Hugh Richard Arthur Duke of Westminster:-

"A right granted by deed dated the nineteenth day of May One thousand nine hundred and twenty four and made between the said Alice Louisa Fearnall and the Personal Representatives of the one part and Frank Ledger of the other part to the said Frank Ledger his heirs and assigns in common with the said Alice Louisa Fearnall and the Personal Representatives and their assigns at all times and for all purposes with or without horses carts carriages or wagons laden or unladen to go pass and repass and to drive cattle sheep or other animals along and over the said road".

NOTE: The said road referred to has been edged and numbered 4 in yellow on the filed plan.

2 (27.09.1976) By the said Subsidiary Vesting Deed dated 23 October 1934 referred to above the said land was also conveyed subject as follows:-

"Subject to such exceptions and reservations chief quit and other rents and rights and covenants as are contained in the said documents specified in the said First Part of the said First Schedule hereto

.....  
..

and subject also to such exceptions and reservations chief quit and other rents and rights and covenants as are contained in the said document specified in the said Second Part of the said First Schedule hereto

.....  
..

THE FIRST SCHEDULE above referred to

### FIRST PART

25th June 1919 INDENTURE of this date made between the Duke of the first part The Right Honourable Anthony Earl of Shaftesbury and Colonel Wilford Neville Lloyd of the second part and Arthur Fearnall of the third part.

NOTE: Copy filed

31st December 1919 INDENTURE of this date made between the Duke of the first part the said Anthony Earl of Shaftesbury and Wilford Neville Lloyd of the second part and Thomas Richard Probert of the third part

### SECOND PART

31st December 1919 INDENTURE of this date made between the Duke of the first part of the said Anthony Earl of Shaftesbury and Wilford Neville Lloyd of the second part and Edward Fearnall of the third part"

3 (27.09.1976) By a Subsidiary Vesting Deed dated 3 April 1935 made between (1) James Fulton and others (2) Sir Vincent Wilberforce Baddeley and William Henry Smith and (3) The Most Noble Hugh Richard Arthur Duke of Westminster the land edged and numbered 5, 6, 7, 8 and 42, 172, 173 and 240 in yellow on the filed plan was conveyed subject as follows:-

"Subject to such respective exceptions and reservations chief quit and other rents and rights and covenants as are contained in the said documents specified in Parts 1 and 2 respectively of the said Second

# C: Charges Register continued

Schedule hereto

.....  
..

THE SECOND SCHEDULE above referred to

## PART I

20th May 1919 INDENTURE of this date made between the Duke of the first part The Right Honourable Anthony Earl of Shaftesbury and Colonel Wilford Neville Lloyd of the second part and Thomas Richard Probert of the third part and the said Henry Williams and Henry Edmond Steel of the fourth part

*NOTE 1: Copy filed*

## PART II

31st December 1919 INDENTURE of this date made between the Duke of the first part the said Anthony Earl of Shaftesbury and Wilford Neville Lloyd of the second part and Thomas Richard Probert of the third part."

*NOTE 2: Copy filed.*

- 4 (27.09.1976) By a Subsidiary Vesting Deed dated 7 July 1936 made between (1) Robert Edward Evans and Emily Ann Evans (Vendors) (2) Sir Vincent Wilberforce Baddeley and William Henry Smith and (3) The Most Noble Hugh Richard Arthur Duke of Westminster the land edged and numbered 9 and 10 in yellow on the filed plan was conveyed subject as follows:-

"Subject as to the property first above described to such exceptions and reservations chief quit and other rents and rights incidents of Tenure easements and liabilities as are contained in a Conveyance specified in the second part of the said Second Schedule hereto And as to the property secondly above described to such exceptions and reservations chief quit and other rents and rights incidents of Tenure easements and liabilities as are contained in the said Conveyance specified in the said first part of the said Second Schedule hereto

THE SECOND SCHEDULE above referred to

## FIRST PART

31 December 1919 INDENTURE OF CONVEYANCE of this date made between the Duke of the first part The Right Honourable Anthony Earl of Shaftesbury and Colonel Wilford Neville Lloyd of the second part and Thomas Richard Probert of the third part

## SECOND PART

19th September 1919 INDENTURE OF CONVEYANCE of this date made between the Duke of the first part The Right Honourable Anthony Earl of Shaftesbury and Colonel Wilford Neville Lloyd of the second part and the Vendors of the third part."

NOTE 1: The property first and secondly described referred to have been edged and numbered 9 and 10 in yellow on the filed plan respectively

NOTE 2: Neither the original Indentures dated 31 December 1919 and 19 September 1919 nor certified copies or examined abstracts thereof were produced on first registration.

- 5 (27.09.1976) By a Subsidiary Vesting Deed dated 28 December 1938 made between (1) Sydney Lamond Unsworth (2) Sir Vincent Wilberforce Baddeley and William Henry Smith and (3) The Most Noble Hugh Richard Arthur Duke of Westminster the land edged and numbered 11 in yellow on the filed plan was conveyed subject as follows:-

"Subject to the rights and easements reserved by the said Conveyance of the twenty first day of May One thousand nine hundred and nineteen as therein mentioned."

## C: Charges Register continued

*NOTE: Copy Conveyance dated 21 May 1919 filed.*

- 6 (27.09.1976) Such parts of the land within parts 9, 12, 13, 15, 16, 17, 18, 20, 21, 22 and 26 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 29 November 1946 made between (1) The Most Noble Hugh Richard Arthur Duke of Westminster and (2) The Wrexham and East Denbighshire Water Company.

The said Deed contains restrictive covenants.

*NOTE: Copy duplicate filed.*

- 7 (27.09.1976) By a Subsidiary Vesting Deed dated 23 May 1949 made between (1) Frank Dutton Denson and Arthur Stanley Denson (2) Sir Vincent Wilberforce Baddeley and others and (3) The Most Noble Hugh Richard Arthur Duke of Westminster the land edged and numbered 12 and 13 in yellow on the filed plan was conveyed subject as follows:-

"Subject as to the property secondly hereby conveyed to and with the benefit of the mutual covenants contained in an Indenture of Conveyance dated the Thirty first day of December One thousand nine hundred and nineteen and made between The Duke of the first part the said Earl Shaftesbury and Colonel Wilford Neville Lloyd of the second part and Thomas Richard Probert of the third part so far as the said covenants affect the property hereby conveyed and are still subsisting and capable of taking effect."

NOTE: The land secondly conveyed referred to has been edged and numbered 13 in yellow on the filed plan.

*NOTE 2:-Copy Indenture of Conveyance dated 31 December 1919 filed.*

- 8 (27.09.1976) A Subsidiary Vesting Deed of the land edged and numbered 14, 15, 36, 67, 68, 70, 75, 87, 88, 90, 93, 1 dated 20 September 1949 made between (1) The Reverend Charles Musgrave (Vendor) (2) The Church Commissioners for England (Commissioners) (3) The Most Noble Hugh Richard Arthur Duke of Westminster (4) Sir Vincent Wilberforce Baddeley and others and (5) The Most Noble Hugh Richard Arthur Duke of Westminster (the Duke) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 9 (27.09.1976) A Subsidiary Vesting Deed of the land edged and numbered 16, 34, 37 and 78 in yellow on the filed plan dated 20 September 1949 made between (1) The Reverend Charles Musgrave (Incumbent) (2) The Church Commissioners for England (3) Sir Vincent Wilberforce Baddeley and others and (4) The Most Noble Hugh Richard Arthur Duke of Westminster (the Duke) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 10 (27.09.1976) Such parts of the land within part 6 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 3 April 1964 made between (1) George Kershaw Ridley and Sir William Charles Crocker and (2) The Merseyside and North Wales Electricity Board.

The said Deed contains restrictive covenants.

*NOTE: Copy duplicate filed.*

- 11 (27.09.1976) Such parts of the land within parts 13, 16, 19, 23, 27 and 30 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 12 August 1970 made between (1) The Most Noble Robert George Duke of Westminster and (2) North Western Gas Board.

The said Deed contains restrictive covenants.

*NOTE: Copy duplicate filed.*

- 12 (27.09.1976) Such parts of the land within parts 6, 9 and 16 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 12 August 1970 made between (1) George Kershaw Ridley and others and (2) North Western Gas Board.

## C: Charges Register continued

The said Deed contains restrictive covenants.

*NOTE: Copy duplicate filed.*

- 13 (27.09.1976) The land tinted blue on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 18 December 1972 made between (1) The Most Noble Robert George Fifth Duke of Westminster and others (Trustees) and (2) The Most Noble Robert George Fifth Duke of Westminster (His Grace):-

"EXCEPTING AND RESERVING unto the Trustees and their successors in title in fee simple as incident to the ownership of the Trustees adjoining and neighbouring properties or any part thereof the rights and other matters set out in the Second Schedule hereto

THE SECOND SCHEDULE hereinbefore referred to

Except and reserved unto the Trustees and their successors in title in fee simple as incident to the ownership of the Trustees adjoining and neighbouring properties or any part thereof

(1) A full and free right of way at all times and for all purposes with or without vehicles of all descriptions and with or without animals in common with His Grace and all others entitled thereto over and along the private roads and drives through the properties hereby conveyed for all purposes

(2) The full and free right of uninterrupted passage of gas and electricity and running water and soil and other services from and to any adjoining or neighbouring buildings and lands of the Trustees through all pipes wires and conduits gutters sewers drains and watercourses which are now or may within eighty years of the date hereof be on in or under the properties hereby conveyed and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights

(3) Full right and liberty at any time hereafter and from time to time to execute works and erections upon (or to alter or rebuild any of the buildings erected on) the adjoining or neighbouring lands of the Trustees and to use such adjoining or neighbouring lands and buildings in such manner as the Trustees may think fit notwithstanding any interference with the access of light or air to the properties hereby conveyed

(4) Full and free right for the Trustees and their Agents servants and workmen and others authorised by them to enter upon such part of the properties hereby conveyed as shall not be built upon with or without workmen and with or without vehicles of every description (1) for the purposes of exercising all or any of the rights hereinbefore reserved Subject always to the Trustees at their own expense making good or repairing all damage thereby caused to the said properties hereby conveyed and (2) to lay within eighty years of the date hereof wires cables pipes conduits and drains for electricity and telephone services and sewerage services and for any other purpose which the Trustees may decide to adjoining or neighbouring properties of the Trustees and for the purposes of inspecting repairing and renewing the same."

- 14 (27.09.1976) Such parts of the land within parts 7, 10, 14, 17 and 18 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 15 March 1974 made between (1) The Most Noble Robert George Duke of Westminster and (2) Central Flintshire Water Board.

*NOTE: Copy duplicate filed.*

- 15 (27.09.1976) A Deed of Covenant of such parts of the land within parts 3, 6, 7, 9 to 12 and 14 to 21 of the filed plan dated 10 September 1975 made between (1) The Forestry Commissioners (2) The Most Noble Robert George Duke of Westminster and (3) George Ingram Barty-King relating to forestry contains restrictive covenants.

*NOTE: Copy filed.*

- 16 (27.09.1976) The land is subject to the following rights reserved by a

## C: Charges Register continued

Conveyance of the land in this title dated 31 December 1975 made between (1) The Most Noble Robert George Duke of Westminster (Vendor) and (2) John Nigel Courtenay James and others (Purchasers):-

"EXCEPT AND RESERVED as to the properties secondly and thirdly hereinbefore described unto the Vendor and his successors in title in fee simple as incident to the ownership of the Vendor's adjoining and neighbouring properties or any part thereof the rights and other matters set out in the Third Schedule hereto.....

THE THIRD SCHEDULE referred to

(1) A full and free right of way at all times and for all purposes connected with the user of Eaton Hall and the adjoining or neighbouring properties retained by the Vendor with or without vehicles of all description over and along the main Estate Drives of the Eaton Estate without liability to make any contribution towards the expense of maintaining and keeping such Drives in repair but subject to the right of the Purchasers to close all or any of the gates giving access to the said Eaton Estate at any time upon providing the Vendor with keys to such gates

(2) The free right of uninterrupted passage of gas and electricity and running water and soil and other services including telephone from and to Eaton Hall and adjoining or neighbouring properties retained by the Vendor through all pipes wires conduits gutters sewers drains and watercourses which are now or may hereafter be on in or under the said properties hereinbefore described and to make connections with such pipes wires conduits gutters sewers drains and watercourses or any of them for the purpose of exercising such rights

(3) The right to use as at present enjoyed and in common with the Purchasers the private sewage works and pipes leading thereto situated upon part of the properties hereinbefore described subject to the Vendor paying a proportion according to user of the cost of servicing maintaining repairing or renewing such private sewage works and pipes or any part thereof

(4) The right to use as at present enjoyed and in common with the Purchasers the pump house and water pipes therefrom situated upon part of the properties hereinbefore described and to extract water from the River Dee through such pump house and pipes to the water tank situated in the Clock Tower of Eaton Hall retained by the Vendor subject to the Vendor paying a proportion according to user of the cost of servicing maintaining repairing or renewing such pump house and water pipes or any part thereof

(5) Full and free right for the Vendor and his Agents servants and workmen and others authorised by him to enter upon such part of the properties hereinbefore described as shall not be built upon with or without vehicles of any description for the purpose of maintaining repairing or renewing any pipes leading to the said private sewage works and of exercising all or any of the rights hereinbefore reserved subject to the Vendor at his own expense making good or repairing all damage caused in the exercise of such rights."

NOTE: The properties secondly and thirdly described referred to have been tinted blue and tinted pink on the filed plan respectively.

17 (27.09.1976) By the Conveyance dated 31 December 1975 referred to above the said land was conveyed subject as follows:-

"Any public rights in respect of way or otherwise and rights of the public or government or any company or local or other authority in respect of cables pipes wires poles conduits or apparatus for telephone telegraph electricity or gas supply purposes sewers or drains (including manholes connected therewith) or water mains pipes or apparatus and subject to and with the benefit of the Agreements if any affecting the same."

18 (27.09.1976) By the Conveyance dated 31 December 1975 referred to above such parts of the said land within the parts as referred to below on the filed plan were also conveyed subject to the following:-

## C: Charges Register continued

DEED	DATE	PARTIES	EITHER AFFECTING FILED PLAN PART NOS. OR FILED PLAN REFERENCE	RELATING TO
Agreement	22.08.1923	1. The Most Noble Hugh Richard Arthur Duke of Westminster 2. The Right Honourable Sir Worthington Laming Worthington- Evans	No plan supplied on First Registration	Telegraph Lines
<i>NOTE 1: Copy filed</i>				
Agreement	08.06.1931	1. The Most Noble Hugh Richard Arthur Duke of Westminster 2. Clement Richard Attlee	No plan supplied on First Registration	Telegraph Lines
<i>NOTE 2: Copy filed</i>				
Articles of Agreement	18.08.1924	1. The Most Noble Hugh Richard Arthur Duke of Westminster 2. The Mayor Aldermen and Citizens of the City and County of Chester	8,9 and 12	Electrical transmission lines and transformer sub station
<i>NOTE 3: Copy filed</i>				
Agreement	04.11.1926	1. Charles Gibson 2. The Most Noble Hugh Richard Arthur Duke of Westminster	No plan supplied on First Registration	A water supply and drain
<i>NOTE 4: Copy filed</i>				
Licence	21.11.1972	1. The Most Noble Robert George Duke of Westminster 2. John Sandford Evans	Edged and numbered 79 in yellow	Garaging and access
<i>NOTE 5: Copy filed</i>				
Water Easement		1. The Most Noble Robert George Duke of Westminster 2. F Glew		
<i>NOTE 6: No particulars of this easement were supplied on First Registration</i>				
Agreement	25.07.1928	1. The Most		A cottage

## C: Charges Register continued

Noble Robert  
George Duke of  
Westminster  
2. M Davies

in Poulton  
Lane,  
Pulford

*NOTE 7: Copy filed*

Access  
Easement

1. The Most  
Noble Robert  
George Duke of  
Westminster  
2. G A  
Charlesworth

NOTE 8: No particulars of this easement were supplied on First Registration

Licence in  
respect of  
The Paddock,  
Eccleston

1. The Most  
Noble Robert  
George Duke of  
Westminster  
2. R M C Jones

NOTE 9: No particulars of this Licence were supplied on First Registration

(b) Notice to Treat for the purchase of the land edged and numbered 64 to 72, 74 to 76 and 125 to 133 in yellow on the filed plan and rights affecting the land edged and numbered 80 to 92, 94 to 117, 135 and 136 in yellow on the filed plan dated 29 April 1974 under the Acquisition of Land (Authorisation Procedure) Act 1946 and the Swansea-Manchester & Chester-Bangor Trunk Roads (Chester Southerly By-Pass) (South East of Bretton to Great Broughton Section & Slip Roads) Compulsory Purchase Order (CNW No. 1) 1974.

*NOTE 10: Copy filed*

(c) Notice to Treat for the purchase of the land edged and numbered 62, 63, 77 and 222 in yellow on the filed plan and rights affecting the land edged and numbered 118, 119, 120, 121, 122, 123 and 124 in yellow on the filed plan dated 30 April 1974 under the Acquisition of Land (Authorisation Procedure) Act 1946 and the Welsh Office Highways Compulsory Purchaser Order (No. 7) (Chester-Bangor Trunk Road, Chester Southerly By-Pass (Broughton to South East of Bretton Section) 1974.

*NOTE 11: Copy filed.*

19 (27.09.1976) Contract for Sale of land edged and numbered 64, 66 to 72, 74, 76, 125 and 127 in yellow on the filed plan and grant of rights affecting land edged and numbered 65, 75, 82 to 85, 87 to 92, 97, 98, 106 to 116, 126, 128 to 135 and 137 to 140 on the filed plan dated 26 August 1976 in favour of The Secretary of State for the Environment.

*NOTE: Copy filed.*

20 (27.09.1976) The land edged and numbered 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 53, 54 and 61 in yellow on the filed plan is subject to such restrictive covenants as may have been imposed thereon before 27 September 1976 and are still subsisting and capable of being enforced.

21 (27.09.1976) 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.

22 (27.06.1979) The land previously edged and numbered 5 in yellow on the filed plan is now edged and numbered 5, 172 and 173 in yellow on the filed plan and the land previously edged and numbered 12 in yellow on the filed plan is now edged and numbered 12, 208 and 209 in yellow on the filed plan.

23 (01.05.1981) Such part of the land within part 16 of the filed plan is subject to the rights granted by a Dedication Agreement dated 1 April 1981 made between (1) John Nigel Courtenay James and others and (2) Cheshire County Council.

## C: Charges Register continued

*NOTE: Copy filed.*

24 (11.05.1981) A Conveyance of the land edged and numbered 1 in brown on the filed plan dated 3 September 1948 made between (1) The Most Noble Hugh Richard Arthur Duke of Westminster DSO (Donor) (2) The Church Commissioners for England and (3) The Reverend Cyril Alford Croote Stoneman (Incumbent) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

25 (27.05.1981) Such parts of the land within part 8 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 14 April 1981 made between (1) John Nigel Courtenay James and others and (2) The Wrexham and East Denbighshire Water Company.

The said Deed also contains restrictive covenants.

*NOTE: Copy filed.*

26 (27.05.1981) Such parts of the land within part 18 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 14 April 1981 made between (1) John Nigel Courtenay James and others and (2) The Wrexham and East Denbighshire Water Company.

The said Deed also contains restrictive covenants.

*NOTE: Copy filed.*

27 (27.05.1981) Such parts of the land within parts 12 and 15 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 14 April 1981 made between (1) John Nigel Courtenay James and others and (2) The Wrexham and East Denbighshire Water Company.

The said Deed also contains restrictive covenants.

*NOTE: Copy filed.*

28 (27.05.1981) Such parts of the land within parts 15, 17 and 18 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 14 April 1981 made between (1) John Nigel Courtenay James and others and (2) The Wrexham and East Denbighshire Water Company.

The said Deed also contains restrictive covenants.

*NOTE: Copy filed.*

29 (27.07.1981) Such parts of the land within parts 15 and 16 of the filed plan affected thereby are subject to the rights granted by a Deed of Grant dated 16 June 1981 made between (1) John Nigel Courtenay James and others and (2) The Wrexham and East Denbighshire Water Company.

The said Deed contains restrictive covenants.

*NOTE: Copy duplicate filed.*

30 (05.03.1982) Agreement for Sale of the land tinted blue and edged purple on the filed plan dated 8 December 1976 made between (1) John Nigel Courtenay James and others and (2) The Secretary of State for the Environment.

*NOTE: Copy filed.*

31 (04.08.1982) Option to grant easements contained for the laying of cables in the land edged and numbered 19 in yellow on the filed plan contained in a Lease dated 10 September 1982 in favour of The Secretary of State for Environment for 21 years from 25 March 1982.

*NOTE: Copy filed.*

32 (01.03.1983) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH206084 in green on the title plan dated 20 January 1983 made between (1) John Nigel Courtenay James and others and (2) B W Hitchen Limited:-

## C: Charges Register continued

TOGETHER WITH the land coloured blue on the attached plan for all the estate and interest as the Transferors may have therein And Together with (a) Full right and liberty from time to time and at all times hereafter to discharge as now enjoyed rainwater onto the Transferors' adjoining land or into drains or gulleys therein from the eaves spouts gutters and pipes now existing on the Property between the points marked A-B C-D and H-I on the said plan and (b) Full right and liberty from time to time and at all reasonable hours in the daytime to enter upon the Transferors' adjoining land so far as may be necessary but not otherwise for the purposes of inspecting cleansing repairing renewing and maintaining the said eaves spouts gutters pipes drains and gulleys but not for any other purpose whatsoever.

AND TOGETHER ALSO with the full right and liberty from time to time at all reasonable hours in the daytime to enter upon the Transferors' adjoining land between the points marked A-B C-D and H-I on the said plan so far as may be necessary but not otherwise for the purpose of inspecting and maintaining the exterior of the existing buildings forming part of the Property.

NOTE: The points marked A-B C-D and H-I referred to have been reproduced on the filed plan.

- 33 (25.11.1983) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH218895 in green on the title plan dated 21 October 1983 made between (1) John Nigel Courtenay James and others and (2) Sinclair Developments Limited:-

AND TOGETHER ALSO with (in common with the Transferors and all others entitled to the like rights) the right to make a supply of mains water to the property hereinbefore described through the existing pipes situate under the Transferors' adjoining premises known as the School House Pulford aforesaid TOGETHER with the right to enter upon the Transferors' said adjoining premises through which such pipes pass for the purpose of maintaining repairing and renewing such parts thereof as serve the property hereinbefore described exclusively the Transferee making good all damage occasioned in the exercise of such rights.

AND TOGETHER ALSO with the right so far as the Transferors can lawfully grant the same in common with the Transferors and all others entitled thereto to use the existing electricity and telephone wires crossing the Transferors said adjoining premises known as School House Pulford aforesaid TOGETHER with the full right and liberty from time to time at all reasonable hours in the daytime to enter upon the Transferors' said adjoining premises so far as may be necessary but not otherwise to inspect repair and renew the said wires.

TOGETHER ALSO with in common with the Transferors and all others entitled to the like rights (but so far only as the Transferors can lawfully grant the same) to use as now enjoyed the main drain shown by a red line on the Plan bound up within Numbered 3 crossing the property hereinbefore described and the Transferors' said adjoining premises known as School House Pulford aforesaid TOGETHER with the right and liberty from time to time at all reasonable hours in the daytime to enter upon the Transferors' said adjoining premises so far as may be necessary but not otherwise to inspect repair and renew the said main drain

NOTE: The red line referred to has been shown by a purple broken line on the filed plan so far as it affects the land in this title.

- 34 (24.01.1984) The land is subject to the rights granted by a Transfer of the land edged and numbered CH221461 in green on the filed plan dated 15 July 1983 made between (1) John Nigel Courtenay James and others and (2) The Secretary of State for Transport.

NOTE: Copy filed under CH221461.

- 35 (21.02.1984) The land is subject to the following rights granted by a Transfer of the land edged and numbered WA270568 in green on the title plan dated 15 July 1983 made between (1) John Nigel Courtenay James and others and (2) The Secretary of State for Wales:-

## C: Charges Register continued

TOGETHER with the rights (hereinafter called "the said rights") specified in the First Schedule hereto to the intent that the said rights may be appurtenant to the road known as the Chester-Bangor Trunk Road Chester Southerly By Pass (including the land hereby transferred)

THE FIRST SCHEDULE before referred to

1. Full and free right and liberty for the Transferee and his successors in title and all persons authorised by him or them and with any necessary appliances from time to time and at all times hereafter to enter upon the land shown coloured blue on the said plan attached hereto and thereon numbered Plot 38CE comprising 18 square metres (21 square yards) for the purpose of constructing and maintaining a culvert and reconstructing and maintaining existing headwalls

2. The like right at all times to enter upon and excavate so much of such neighbouring land as shall be necessary for the purpose of exercising the rights hereinbefore mentioned

THE Transferors hereby grant unto the Transferee full licence and authority for the Transferee and all persons authorised by him

(a) to construct a ditch over one thousand five hundred and ninety square metres (one thousand nine hundred square yards) of land shown edged green on the said plan attached hereto and thereon numbered Plot Number 40AL and to divert an existing ditch to flow therein

(b) to construct a ditch in three hundred and ten square metres (three hundred and seventy square yards) of land shown edged green on the said plan and thereon numbered Plot 36AL and to connect to an existing ditch

(c) to construct a ditch in two hundred and eighty square metres (three hundred and thirty four square yards) of land shown edged green on the said plan and thereon numbered Plot 36BL

(d) to cleanse deepen and alter the bed and banks of a ditch and half bed and bank of a ditch over one hundred and forty square metres (one hundred and sixty seven square yards) of land shown edged green on the said plan and thereon numbered Plot 36CL

(e) to construct a ditch connection over one hundred and thirty five square metres (one hundred and sixty one square yards) of land shown edged green on the said plan and thereon numbered Plot 38AL

(f) to enter upon so much of the adjoining or neighbouring land of the Transferors comprised in the Title above mentioned as shall be necessary for the purpose of carrying out the said works

NOTE: The land edged green referred to is edged and numbered 118, 119, 120, 121 and 124 in yellow on the filed plan, the land coloured blue referred to is edged and numbered 123 in yellow on the filed plan.

36 (17.10.1984) Such parts of the land within parts 22, 26 and 29 of the filed plan affected thereby are subject to the rights granted by a Deed dated 7 May 1981 made between (1) John Nigel Courtenay James and others and (2) The Wrexham and East Denbighshire Water Company.

The said Deed also contains restrictive covenants.

*NOTE: Copy filed.*

37 (08.01.1986) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH253047 in green on the title plan dated 13 December 1985 made between (1) John Nigel Courtenay James and others and (2) Peter John Gittens:-

"TOGETHER with so far as the Transferors can lawfully convey the same the right as at present enjoyed of support for lean-to buildings (if any) on the northerly and westerly sides of the Property"

*NOTE: Copy plan filed under CH253047.*

38 (03.06.1986) The land is subject to the following rights granted by a

## C: Charges Register continued

Transfer of the land edged and numbered CH259178 in green on the title plan dated 6 May 1986 made between (1) John Nigel Courtenay James and others and (2) Kathleen Ridley Wood:-

"TOGETHER with the easements set out in the First Schedule hereto

### THE FIRST SCHEDULE BEFORE REFERRED TO

1. A right of way in common with the Transferors and all other persons entitled to use the same at all times and for all purposes in connection with the user of the property hereby transferred as a single private dwellinghouse with or without vehicles (excluding tracked vehicles) over and along (i) the road or way coloured green on the said plan numbered 1 attached hereto such right of way over the said road or way coloured green being subject to and conditional upon the Transferee or her successors in title paying on demand to the Transferors or their successors in title a fair proportion according to user (which proportion is to be conclusively determined by the Agent of the Transferors or their successors in title) of the cost of maintaining the said road or way coloured green in good repair and condition and (ii) the land coloured brown on the said plan numbered 1 attached hereto

2. In common with the Transferors and all other persons entitled to use the same the right to pass and repass on foot only over and along the land coloured yellow on the said plan numbered 1 attached hereto

3. The right to take a supply of mains water to the property hereby transferred through the water pipe shown by a red line on the plan number 2 attached hereto

4. The right to use the sewer or drain manholes shown on the said plan numbered 2 attached hereto by a green line for the passage and Conveyance of sewage water and soil from the property hereby transferred

5. In common with the Transferors and all other persons entitled to use the same the right to use the underground electric cable laid under the Transferors adjoining land shown on the said plan numbered 2 attached hereby by a blue line for the supply of electricity to the property hereby transferred

6. So far as the Transferors can lawfully grant the same the right to discharge surface water from the property hereby transferred into the ditch on the Transferors' adjoining land shown on the said plan numbered 2 through the drain laid between the points marked A and B on the said plan numbered 2

7. The full right and liberty (with workmen and others if necessary) to enter upon the Transferors adjoining land for the purposes of:-

(a) Repairing and maintaining the said waterpipe sewer drain manholes electric cable and surface water drain and

(b) Inspecting repairing and maintaining the fences or hedges on the southerly easterly and westerly sides of the property hereby transferred

Subject always to the Transferee at her expense forthwith making good or repairing all damage or disturbance thereby caused."

*NOTE: Copy Transfer filed under CH259178.*

39 (11.08.1986) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH256743 in green on the title plan dated 2 December 1985 made between (1) John Nigel Courtenay James and others and (2) William Gareth Dylan Evans and Jayne Lesley Evans:-

"TOGETHER WITH the rights specified in the First Schedule hereto

### THE FIRST SCHEDULE

The land edged with red on the plan as aforesaid is hereby transferred

## C: Charges Register continued

together with the following rights as appurtenant thereto:-

1. Full right and liberty for the Transferees their successors in title and assigns from time to time and at all times hereafter to discharge as now enjoyed rainwater onto the Transferors' adjoining land or into gutters drains or gulleys thereon from the eaves spouts gutters and pipes now existing on the property hereinbefore described and

2. Full right and liberty for the Transferees their successors in title and assigns from time to time and at all reasonable hours in the daytime to enter upon the Transferors' adjoining land so far as may be necessary but not otherwise for the purposes of inspecting cleansing repairing renewing and maintaining the said eaves spouts gutters pipes drains and gulleys but not for any other purpose whatsoever SUBJECT to the Transferees making good all damage or disturbance which may be caused in the exercise of such rights.

3. Full right and liberty for the Transferees their successors in title and assigns from time to time and at all reasonable hours in the daytime to enter upon the Transferors' adjoining land so far as may be necessary but not otherwise for the purpose of repairing renewing inspecting painting and maintaining the exterior of the existing buildings and lean-to forming part of the property hereinbefore described and all boundary walls.

4. The right as at present enjoyed of support for the lean-to building situated on the hereinbefore described property."

40 (02.03.1988) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH288970 in green on the title plan dated 11 February 1988 made between (1) John Nigel Courtenay James and others and (2) Colin Henry Tyzack and Nicolette Elizabeth Tyzack:-

"AND TOGETHER WITH so far as the Transferors can lawfully convey the same the right as at present enjoyed of support for the lean-to buildings (if any) situate on the property hereinbefore described between the points marked 'D' and 'E' on the said plan AND TOGETHER ALSO with the benefit of so far as the same is still subsisting and capable of taking effect the covenant on the part of B W Hitchen Limited contained in Clause (c) of the Second Schedule to a Transfer dated the 20 January 1983 by the said John Nigel Courtenay James the said Michael Douglas Trollope Loup Patrick Henry Douglas Crichton and John Richard Sclater in favour of the said B W Hitchen Limited to maintain in good repair and stockproof condition and when necessary replace or rebuild with similar material the wall between the said points marked 'D' and 'E' on the said plan AND TOGETHER WITH so far as the Transferors can lawfully convey the same the benefit of the covenant contained in clause 2(b) of a Transfer dated the 13th December 1985 by the Transferors in favour of Peter John Gittins AND TOGETHER WITH the benefit of and SUBJECT TO the Agreement and declaration contained in Clause 3 of the said Transfer dated the 13th December 1985 AND TOGETHER WITH all rights of drainage (if any) as now enjoyed through all drains and manholes in the adjoining premises 1 and 2 Pump Lane Cottages Churton aforesaid AND TOGETHER ALSO WITH the right from time to time at all reasonable hours in the day time to enter upon the said adjoining premises 1 and 2 Pump Lane Cottages Churton aforesaid for the purpose of inspecting and executing repairs to and painting the exterior of the property hereby transferred AND TOGETHER ALSO WITH:-

i. the right to discharge as now enjoyed rainwater onto the said adjoining premises 1 and 2 Pump Lane Cottages Churton aforesaid or into drains or gulleys therein from the eaves spouts gutters and pipes now existing on the property hereby transferred between the points marked 'F' and 'G' on the said plan and

ii. the right from time to time and at all reasonable hours in the daytime to enter upon the said adjoining premises 1 and 2 Pump Lane Cottages Churton aforesaid so far as may be necessary but not otherwise for the purpose of inspecting cleansing repairing renewing and maintaining the said eaves spouts gutters pipes drains and gulleys but not for any other purpose whatsoever subject to the Transferees making good all damage or disturbance which may be caused in the exercise of such rights".

## C: Charges Register continued

*NOTE: Copy Transfer filed under CH288970.*

- 41 (22.08.1988) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH296438 in green on the title plan dated 17 June 1988 made between (1) John Nigel Courtenay James and others (Sellers) and (2) P J Allison (Wirral) Limited (Buyers):-

"TOGETHER with the right to enter upon the adjoining land of the Sellers for the purpose of carrying out the obligations of the Buyer"

*NOTE: Copy plan filed under CH296438.*

- 42 (13.12.1989) The land edged and lettered A and B in red are affected by the Deed of Grant dated 29 November 1946 and the Conveyance dated 31 December 1975 both referred to above.

- 43 (13.12.1989) A Transfer of the land edged and lettered A and B in red on the filed plan and other land dated 17 June 1988 made between (1) John Nigel Courtenay James and others (Sellers) and (2) P J Allison (Wirral) Limited (Buyers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 44 (13.12.1989) By a Transfer of the land edged and lettered A and B in red on the filed plan dated 1 March 1989 made between (1) John Nigel Courtenay James and others (Trustees) and (2) P J Allison (Wirral) Limited the covenants contained in sub-clauses (ii) and (iii) of clause 4 of the Transfer dated 17 June 1988 referred to above were expressed to be released.

*NOTE: Copy plan filed.*

- 45 (13.12.1989) The land is subject to the following rights reserved by the Transfer dated 1 March 1989 referred to above:-

"EXCEPTING AND RESERVING out of the red land as more particularly mentioned or referred to in the First Schedule hereto and the red land is transferred subject to

(a) any public or private rights in respect of way or otherwise and rights of the public or Government or any company or individual or local or other authority in respect of cables wires poles conduits or apparatus for telephone telegraph gas or electricity supply purposes sewers or drains (including manholes connected therewith) or water mains pipes or apparatus and subject to and with the benefit of the agreement (if any) affecting the same

(b) all orders town planning schemes and resolutions to prepare the same and all other proposals schemes and resolutions notices restrictions prohibitions and charges (if any) of the Local Authority or any other body or authority competent to make serve or levy the same and any entries on the local Land Charges Register."

THE FIRST SCHEDULE before referred to

There is EXCEPTED AND RESERVED out of the red land unto the Trustees in fee simple as incident to the ownership of their adjacent adjoining and neighbouring lands and premises or any part or parts thereof:

1. the free right of uninterrupted passage of gas and electricity and running of water and soil and other services from and to the said adjacent adjoining or neighbouring buildings and lands of the Trustees through the pipes wires conduits manholes sewers drains gutters downspouts watercourses and soakaways which are now or may during the period of twenty-one years from the date hereof be on or under the red land and to make connections with such pipes wires conduits manholes sewers drains gutters watercourses downspouts and soakaways or any of them for the purpose of exercising such rights SUBJECT ALWAYS to the Trustees at their expense making good or repairing all damage or disturbance thereby caused to the red land in the carrying out of any works

2. the right and liberty on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to

## C: Charges Register continued

enter upon the red land for the purpose of inspecting cleansing repairing and maintaining the said pipes wires conduits manholes sewers drains watercourses gutters downspouts and soakaways the Trustees making good all damage or disturbance which may be caused to the red land in the exercise of such right

3. 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 building or other erection now standing or hereafter to be erected on any part of the Trustees' said adjacent adjoining or neighbouring land including the erection of dwellinghouses thereon in such manner as to obstruct and interfere with the passage and access of light and air to any building which is or may be erected upon any part of the red land and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Trustees' said adjacent adjoining or neighbouring land by or in respect of the red land shall be deemed to be so enjoyed by the licence or consent of the Trustees and not as of right and so that the Trustees shall be at liberty to erect dwellinghouses or other buildings on the said adjacent adjoining or neighbouring land without objection by the Company thereto on the grounds of diminution of light or air to the red land or otherwise

4. free and full right for the Trustees and their agents servants and workmen and others authorised by them to enter upon the red land and every part thereof with or without workmen and with or without vehicles of every description at any time within twenty-one years from the date hereof to lay wires cables pipes conduits and drains for electricity and telephone services gas water and sewerage services and for any other purpose which the Trustees may decide to the said adjacent adjoining or neighbouring buildings and land of the Trustees and for the purpose of inspecting and repairing and renewing the same after installation SUBJECT ALWAYS to the persons exercising that right at their own expense making good or repairing all damage or disturbance thereby caused to the red land

5. the right to vary waive or release all or any restrictive covenants and conditions imposed on the sale at any time prior hereto of lands and premises at Poulton aforesaid formerly forming part of the Eaton Estate so far as the same are still subsisting and capable of taking effect and affect the red land

In this Schedule the expression "the Trustees" includes their successors in title owner or owners of the Trustees' adjacent adjoining and neighbouring lands and premises or any part thereof and a reference to "the Trustees" adjacent adjoining and neighbouring lands and premises shall where the context admits mean any buildings for the time being thereon and shall include the blue lands."

46 So much of the land in this title as is affected thereby is subject to the following rights granted by a Deed dated 21 December 1990 made between (1) John Nigel Courtenay James and others and (2) British Gas PLC:-

"THE RIGHT AND LIBERTY to lay erect construct use (including use for the transmission of gas) maintain clean repair renew inspect remove and replace the gas mains or any part or parts thereof specified in the First Schedule hereto (hereinafter referred to as "the gas mains") in through upon and over the said land AND ALSO full right and liberty for British Gas and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said land for all or any of the purposes aforesaid"

The said Deed also contains the following restrictive covenants by the Grantor:-

"THE GRANTORS HEREBY COVENANT with British Gas as follows:-

(a) That an adequate working strip along the route of the gas mains will be afforded to British Gas during the laying of the gas mains

(b) That no material alteration shall at any time be made to any part of the said land being a part nearer than 3 metres measured in

## C: Charges Register continued

direction from the green lines drawn on the plans annexed hereto (which said part of the said land is hereinafter called "the service area of the gas mains") and that no building wall or other structure erection or work of any kind whether permanent or temporary shall be constructed erected placed or permitted upon or over the service area of the gas mains or any part or parts thereof without the consent in writing of British Gas

(c) That no tree or large shrub will be planted within the service area of the gas mains"

NOTE 1: The gas main referred to above is indicated by a blue broken line on the filed plan

NOTE 2: Copy Deed filed.

47 (14.01.1993) The land hatched brown on the filed plan is subject to the rights granted by a Deed of Grant dated 24 July 1992 made between (1) John Nigel Courtenay James and others and (2) Llysdulas Estate Company Limited.

NOTE: Copy filed.

48 (12.02.1993) A Deed of Gift of the land edged and lettered C in red on the filed plan dated 18 August 1943 made between (1) Hugh Richard Arthur Duke of Westminster and (2) The Rural District Council of Chester contains covenants details of which are set out in the schedule of restrictive covenants hereto.

49 (21.09.1993) The land is subject to the rights granted by a Deed of Grant dated 1 September 1993 made between (1) John Nigel Courtenay James and others and (2) Manweb PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: The electricity lines referred to in the said Deed are shown by blue broken lines on the filed plan.

NOTE 2:-Copy filed under CH142128

50 The land is subject to the rights granted by a Deed of Grant dated 21 August 1997 made between (1) Sir Richard Baker Wilbraham and others and (2) Dwr Cymru Cyfyngedig.

The said Deed also contains restrictive covenants by the grantor.

NOTE: The concrete pipe referred to therein is shown by edging and numbered 228 in yellow on the filed plan.

NOTE 2:-Copy filed.

51 (07.01.1998) A Deed of Gift of the land edged and lettered D in red on the filed plan and other land dated 18 August 1943 made between (1) Hugh Richard Arthur Duke of Westminster and (2) The Rural District of Chester contains the following covenants:-

"THE Council so as to bind the land hereby conveyed and to benefit the adjoining lands of the Grantors hereby COVENANTS with the Grantor

To use the said lands as sites for sewage works and for no other purpose and to do nothing thereon which shall be a damage annoyance nuisance or disturbance to the Grantor or his tenants of the neighbouring properties Provided that such covenant shall not operate to restrict or restrain the reasonable user of the said Works and land or any new or additional works which may be placed upon such land as sewage works"

52 (17.07.1998) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH432115 in green on the title plan dated 1 October 1998 made between (1) Sir Richard Baker Wilbraham Bt DL and others (Vendors) and (2) Bell Meadow Pulford Limited (Purchasers):-

"TOGETHER WITH:-

## C: Charges Register continued

(i) The free right of uninterrupted passage and running of water coming from upstream of the Property or from the Property through the existing drains ditches and watercourses in the Vendor's Land (excluding the Property)

(ii) The right and liberty (subject to the Purchaser causing no unnecessary damage or inconvenience and making good promptly any damage nevertheless caused) on giving reasonable notice except in case of emergency from time to time at all reasonable hours in the daytime to enter upon the Vendor's Land (excluding the Property) for the purpose of inspecting cleansing repairing and maintaining the said drains ditches and watercourses"

53 (04.02.1999) The land is subject to the following rights granted by a Transfer of the land edged and numbered CH435276 in green on the title plan dated 21 January 1999 made between (1) Sir Richard Baker Wilbraham Bt DL and others (Trustees) and (2) Dwr Cymru Cyfyngedig (Company):-

"together with the Rights

### THE FIRST SCHEDULE

(The Rights)

The rights for the Company and its successors in title

1. in common with the Trustees and all others entitled to use the same for any purpose to pass and repass with or without vehicles of any description over the driveway and the strip of land ten feet in width both coloured brown on the Plan at all times by day and night for the purpose of access to and egress from the Property and the piece or parcel of land hatched red on the Plan

2.1 by its servants agents or contractors after reasonable prior notice to the Trustees and their tenants (but in an emergency at any time without notice) from time to time as often as may be reasonably necessary to enter on foot or with vehicles workmen machinery and apparatus on to the Trustees adjoining lands for the purpose of inspecting maintaining taking up cleansing repairing removing reconstructing rendering unusable and replacing the drain shown on the Plan or any part thereof and for all incidental purposes in relation thereto doing as little damage as possible to the Trustees adjoining lands and so far as is reasonably practicable making good all damage that may be done in the exercise of such rights

2.2 to use the said drain for the Conveyance and passage of treated effluent from the sewage treatment works erected on the property and the said piece or parcel of land hatched red into Aldford Brook".

*NOTE: Copy Transfer filed under CH435276.*

54 (16.06.1999) The land tinted brown on the filed plan is subject to the rights granted by a Deed of Grant dated 29 April 1999 made between (1) Sir Richard Baker Wilbraham BT DL and others and (2) Dee Valley Water Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

55 (20.03.2003) A Conveyance of the land edged and lettered E in red on the filed plan and other land dated 25 June 1919 made between (1) The Most Noble Hugh Richard Arthur Duke of Westminster (Vendor) (2) The Right Honourable Anthony Earl of Shaftesbury and Colonel Wilford Neville Lloyd (Trustees) and (3) Ellis Gillam (Purchaser) contains the following covenants:-

"AND the Vendor and Purchaser hereby mutually covenant that in the exercise by the Vendor or the Purchaser or their respective successors in title of the rights hereby respectively reserved and granted with regard to the use maintenance and repair renewal or cleansing of ways water mains water courses drains and pipes the Vendor and Purchaser and

## C: Charges Register continued

their respective successors in title will do as little damage as possible and will pay for any damage caused to any land comprised herein or of the Vendor his heirs executors administrators or assigns or successors in title by such exercise as aforesaid"

- 56 (20.03.2003) The land edged and lettered E in red on the filed plan is subject to the following rights reserved by the Conveyance dated 25 June 1919 to Ellis Gillam referred to above:-

"EXCEPT AND RESERVING to the Vendor his heirs executors administrators and assigns and successors in title the right in common with all other persons from time to time entitled thereto to the free passage of water through and to maintain and repair the said water mains and supply pipes hereby granted

AND excepting and reserving as aforesaid also all other water mains and supply pipes lying on or under but not wholly on or under the hereditaments and premises thereby granted and reserving as aforesaid also the right to use maintain and repair all ways drains and watercourses now used in respect of any hereditaments now or formerly belonging to the Vendor over or on the hereditaments and premises hereby granted or any part thereof in the same manner as the same are now being used maintained and repaired"

- 57 (20.03.2003) By the Conveyance dated 25 June 1919 to Ellis Gillam referred to above the land edged and lettered E in red on the filed plan and other land was conveyed subject as follows:-

"AND subject to all chief quit and other rents and outgoings and to all manorial rights and incidents of tenure rights of way (whether public or private) water light drainage and other easements or quasi easements (if any) affecting the same and in particular to the rights connected with the said water mains and pipes AND subject also to all rights of owners of adjacent premises and to any liability to repair or contribute to the repair of roads ways passages bridges dykes sewers drains gutters fences and other like matters"

- 58 (11.06.2003) The land is subject to the rights granted by a Deed of Grant dated 7 May 2003 made between (1) Jeremy Henry Moore Newsum and others (2) Grosvenor Garden Centre and (3) Dee Valley Water Plc.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 59 (27.06.2003) The land is subject to the rights granted by a Deed of Grant dated 28 May 2003 made between (1) Jeremy Henry Moore Newsum, Mark Antony Loveday and Robin Shedden Broadhurst and (2) MBNA Europe Bank Limited.

*NOTE: Copy filed.*

- 60 (25.01.2005) The land edged and lettered G in red on the title plan is subject to the rights granted by a Deed of Grant dated 29 April 1999 made between (1) The Most Noble Anne Winifred Duchess of Westminster and (2) Dee Valley Water PLC.

*NOTE: Copy filed.*

- 61 (03.02.2006) The land is subject, during the terms created by the leases of easements specified in the schedule of leases of easements hereto, to the rights granted by the said leases.

- 62 (02.02.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged and numbered 39 in yellow on the title plan dated 18 March 1959 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under CH592297 .*

- 63 (26.03.2013) The land is subject to the rights granted by a Deed dated 30 August 1984 made between (1) John Nigel Courtenay James and others and (2) Welsh Water Authority.

## C: Charges Register continued

*NOTE: Copy filed.*

- 64 (09.07.2014) The parts of the land thereby affected are subject to the rights granted by a Lease of an electricity substation dated 2 July 2014 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

*NOTE: Copy lease filed under CH629766.*

- 65 (14.01.2015) The land is subject for a term of 20 years from and including 9 October 2014 to the rights granted by a lease dated 13 October 2014 of Beachin Stud, Lea Lane, Aldford made between (1) Jeremy Henry Moore Newsum and others and (2) Cogent Breeding Limited.

*NOTE: Copy filed under CH633584.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Subsidiary Vesting Deed dated 20 September 1949 referred to in the Charges Register:-

"The Duke to the intent that the covenants hereinafter contained shall (so far as possible) bind the said land into whosoever hands the same may come for the benefit and protection of the adjoining and neighbouring lands of the Vendor or any part or parts thereof hereby for himself and his successors in title covenants with the Vendor and also by way of separate covenant with the Commissioners that no part of the said land edged red on the said plan or any building now or hereafter erected thereon shall at any time be used for any offensive noisy or dangerous trade business pursuit or occupation or any purpose which shall be or grow to be in any way a nuisance damage annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church of Eccleston aforesaid."

*NOTE: The said land edged red referred to is the land hereby conveyed.*

- 2 The following are details of the covenants contained in the Subsidiary Vesting Deed dated 20 September 1949 referred to in the Charges Register:-

"The Duke hereby covenants with the Incumbent and his successors that the property will not at any time hereafter be called or designated by the Duke nor will he permit the same to be called or designated "the Rectory" or by any other name that would suggest that the said property was occupied by the Incumbent of the said Benefice of Eccleston unless the said property shall be occupied by the said Incumbent

And the Duke doth hereby for himself and his successors in title to the intent and so as to bind (so far as practicable) the premises hereby assured into whosoever hands the same may come and to benefit and protect the Incumbents adjoining and neighbouring property further covenant with the Incumbent and his successors in title that no part of the said land edged violet or any building now or hereafter erected thereon shall at any time be used for any offensive noisy or dangerous trade business pursuit or occupation or any purpose which shall or may be or grow to be in any way a nuisance damage grievance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church of Eccleston aforesaid."

*NOTE: The said land edged violet referred to is the land hereby conveyed.*

- 3 The following are details of the covenants contained in the Conveyance dated 3 September 1948 referred to in the Charges Register:-

"The Incumbent doth hereby for himself and his successors in title to the intent and so as to bind (so far as practicable) the premises hereby assured into whosoever hands the same may come and to benefit

## Schedule of restrictive covenants continued

and protect the Donor's adjoining and neighbouring property covenant with the Donor and his successors in title (1) not to erect on the said property any building or erection other than one dwellinghouse with appropriate outoffices and outbuildings thereto and not to erect any such buildings as aforesaid unless plans designs and specifications thereof shall have been submitted to and approved in writing by the Duke or his successors in title or his and their agents and which buildings shall not be occupied or used otherwise than as a private residence without the consent of the Donor or his successors in title owner or owners of the Eaton Estate"

4 The following are details of the covenants contained in the Transfer dated 17 June 1988 referred to in the Charges Register:-

"The Buyer with the intent and so as to bind (so far as practicable) the Property into whoever's hands the same may come and to benefit and protect the Seller's adjoining and neighbouring lands at Poulton or any part thereof but not (in the case of restrictive covenants) so as to render the Buyer or any person deriving title under the Buyer personally liable for any breach of covenants committed after parting with all interest in the Property in respect of which the breach occurs COVENANTS with the Sellers that the Buyer and the successors in title to the Buyer shall at all times hereafter observe and perform the stipulations and restrictions following in relation to the Property namely

1. Not to allow or permit to be allowed the tops and inward facing sides of the hedges between the points marked 'A' and 'B' and 'N' and 'O' on the said plan to be otherwise than in a neat and tidy condition and properly trimmed to a minimum height of four feet

2. Within six months of the date hereof to construct to the complete satisfaction of the Seller's Agent a post and three rail fence in accordance with the specification referred to in the Second Schedule hereto between the points marked 'F' and 'G' and 'G' and 'H' and 'H' and 'I' and 'I' and 'J' and 'J' and 'K' and 'K' and 'L' and 'L' and 'M' and 'M' and 'N' indicated on the said plan.

3. Not to permit such post and three rail fence to fall into dis-repair and to maintain the same in good repair and stock proof condition and when necessary to replace or rebuild the same with similar material

4. Within six months of the date hereof to construct an unbroken brick wall to a minimum height of six feet six inches (including coping) between the points marked 'C' and 'D' on the said plan

5. Not to permit such wall to fall into dis-repair and to maintain the same in good repair and condition and when necessary to replace or rebuild the same with similar materials

6. Within six months of the date hereof to disconnect the existing drainage from the property from the existing drainage systems situate on adjoining land retained by the Sellers on the northerly sides of the points marked 'C' and 'D' on the said plan

7. Not at any time during the carrying out of the obligations hereinbefore referred to store any materials on the Sellers adjoining property

8. Forthwith to arrange for the disconnection of the existing supply of electricity to the Property and to arrange for a separate supply and meter systems

9. Not at any time to connect into or utilise the Sellers existing mains water supply to retained property of the Sellers through the water pipes indicated with the broken blue lines in the said plan

10. Within twelve months of the date hereof to construct along such part of the property as is hatched black on the said plan an access road to the complete satisfaction of the Sellers' agent and to such specification and standard as shall be approved of and required by the local highways authority as a highway for adoption under the Highways

## Schedule of restrictive covenants continued

Act 1980 and to take all necessary steps as shall be required so as to arrange adoption by the Highway Authority hereof including maintenance until adoption

11. Not to use or occupy the property or any part or parts thereof or permit or suffer the same to be used or occupied for any purpose other than for the construction of six residential units in conformity in all respects with the planning permission granted by Chester City Council on application no. 6/15463 on the 16 September 1986."

5 The following are details of the covenants contained in the Deed dated 18 August 1943 referred to in the Charges Register:-

"THE Council so as to bind the land hereby conveyed and to benefit the adjoining lands of the Grantors hereby COVENANTS with the Grantor

To use the said lands as sites for sewage works and for no other purpose and to do nothing thereon which shall be a damage annoyance nuisance or disturbance to the Grantor or his tenants of the neighbouring properties Provided that such covenant shall not operate to restrict or restrain the reasonable use of the said works and land or any new or additional works which may be placed upon such land as sewage works."

## Schedule of leases of easements

1 Benefiting land : Unit 1 Rake Farm Buildings  
Date of lease : 4 January 2006  
Term of lease : 5 years from 1 January 2006

## Schedule of notices of leases

1	02.02.2010 39	Electricity substation, Aldford	18.03.1959 99 years from 1.9.1958	CH592297
NOTE: See entry in the Charges Register relating to the rights granted by this lease				
2	44	The Cottage, Eaton Road, Eccleston	04.02.1970 21 years (less 12 days) from 20.1.1969	
3	45 and 46	The Cottage, Church Road, Eccleston	01.07.1970 21 years (less 12 days) from 25.3.1970	
4	47	Pulford Village Room, Wrexham Road, Pulford	08.10.1970 21 years (less 12 days) from 25.3.1970	
5	28 and 52	The Old Rectory, Church Lane, Aldford	01.08.1973 60 years from 25.6.1973	
6	55	Land at Eccleston	04.02.1974 99 years from 4.2.1974	
7	11.06.1979 59	Lower Lane Cottage, Lower Lane, Aldford	26.06.1978 21 years (less 1 day) from 6.3.1978	CH137021
NOTE: The Lease contains an option to renew				
8	59	Lower Lane Cottage, Lower Lane, Aldford	29.01.1979 21 years (less 1 day) from 4.3.1979	
NOTE: This is a reversionary Lease supplemental to the Lease dated 26				

## Schedule of notices of leases continued

June 1978 referred to above

9	03.07.1979 219	Manor House Cottages	06.07.1979 21 years (less 1 day) from 6.7.1979	
	NOTE: The Lease grants rights of way and also contains an option to renew on the terms therein mentioned			
10	21.02.1984 124, 220 and 221	Land at Bretton	29.07.1976 99 years from 3.3.1973	
11	15.05.1992 17 and 225	Grosvenor Arms, Aldford	08.04.1992 50 years from 25.12.1991	CH351594
12	11.11.1992 226, 227, 228 and 229, 48, 49 and 50	Land surrounding Eaton Hall, Eaton Park, Eaton, Chester	25.06.1992 51 years from 26.6.1992	CH356783
	NOTE: The land comprises also other land			
13	25.05.2006 N.S.E 230	Premises at Rake Farm, Eccleston	12.12.1997 15 years from 16.12.1997	CH549059
14	27.06.2006 231 NSE	Iron Bridge Gauging Station, Eaton Park	23.12.2005 21 years from 26.3.2006	CH550276
	NOTE: The lease contains an option to renew upon the terms therein mentioned			
15	22.01.2008 232	land lying to the north of Church Lane	29.11.2007 99 years from and including 29.11.2007	CH570512
16	26.02.2008	3 Church Lane, Aldford	14.04.2003 20 years from 25.3.2003	CH571819
17	23.12.2008	Eccleston Paddocks, Eccleston	16.10.2008 20 years from 1.5.2004	CH582269
18	19.03.2009 233	Pumping Station, Pulford Approach, Poulton, Chester	29.07.1976 99 years from 08/05/1973	CH584949
19	27.04.2010 edged and numbered 20 in yellow	Land at Lea Mill, Aldford	26.03.1997 From 24.6.1997 for the term of 21 years	CH594591
	NOTE: The Lease contains an option to renew.			
20	27.07.2012 42, 60, 61, 142, 143, 235, 239, 250 and 241	Grosvenor Garden Centre	26.06.2012 30 years and 5 days from and including 26.06.2012 to and including 30.06.2042	CH612945
21	14.06.2013 251 in blue (NSE)	Woodhouse, Church Lane, Aldford.	10.05.2013 10 years from 25.3.2013	CH620840
22	05.02.2014 (N.S.E)	Eccleston Quarry Building	11.12.2013 10 years from 11.3.2013	CH626390
23	09.04.2014 Edged and numbered 251 in yellow	Glebe Farm Buildings	20.03.2014 10 years from 24 June 2011	CH627649

Title number CH107460

## Schedule of notices of leases continued

24	09.07.2014	Electricity Substation, Lea	02.07.2014	CH629766
	252	Manor Farm	99 years from	
			02.07.2014	

NOTE: See entry in the Charges Register relating to the rights granted by this lease.

End of register