

## Title information document

This document has been issued following a change to the register. It has been supplied for information only. It should not be sent to Land Registry in connection with any subsequent application.

Attached is an official copy of the register showing the entries subsisting following the recent completion of the application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in future you wish to apply for an official copy of the register or the title plan, please apply using form OC1 (available from our website, any Land Registry local office and law stationers). A fee is payable for each copy issued.

If you have any queries, or you require this correspondence in an alternative format, please contact us at the address shown, quoting the title number shown on the top of the official copy.

Land Registry  
Fylde Office  
Wrea Brook Court  
Lytham Road  
Warton  
Lancs PR4 1TE

DX 721560 Lytham 6

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[www.landregistry.gov.uk](http://www.landregistry.gov.uk)

### **Important information about the address for service**

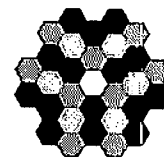
If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices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

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

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

service.

**Public Guide 2 – *Keeping your address for service up to date*** explains how to do this. You can view or download copies of this guide from our website at [www.landregistry.gov.uk](http://www.landregistry.gov.uk) in English and Welsh or obtain a copy of it free of charge from any Customer Support – telephone 0844 892 1111 (0844 892 1122 for a Welsh-speaking service) from Monday to Friday between 8am and 6pm.



## Official copy of register of title

Title number GM188012

Edition date 04.04.2011

- This official copy shows the entries in the register of title on 28 April 2011 at 10:27:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 April 2011.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Fylde Office.

### A: Property register

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

#### GREATER MANCHESTER : MANCHESTER

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Units 1 to 4, Olympia Trading Estate, Great Jackson Street, Manchester (M15 4NP).

NOTE: The land tinted green on the filed plan is not included in the title.

- 2 The land edged and numbered 2 in yellow on the filed plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of adjoining land to the south dated 27 June 1975 made between (1) Lex Service Group Limited and (2) Chrysler Realty United Kingdom Limited.

NOTE: Original filed under GM41180

- 3 The land in this title has the benefit of the rights granted by a Deed dated 22 June 1979 made between (1) Chrysler Realty United Kingdom Limited and (2) Orbit Developments (Manchester) Limited.

NOTE: Original filed under GM41180

- 4 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.

- 5 There are appurtenant to the land in this title the following rights excepted and reserved by a Transfer of the land edged and numbered GM378256 in green on the filed plan made between (1) Universities Superannuation Scheme Limited and (2) National Car Parks Limited:-

"EXCEPT AND RESERVING unto the Transferor and the Transferor's successors in title and their respective tenants and licensees owners and occupiers

## A: Property register continued

for the time being of the Transferor's adjoining property and all others authorised by them in connection with the use and enjoyment of such property from time to time in common with the Transferee and all others entitled to the like right

(a) the full free and uninterrupted right to the passage and running of water and soil from the transferor's adjoining property through the sewer currently laid beneath the former Owen Street Knott Mill Manchester (insofar as the same is not a public sewer) and through all sewers and drains now or at any time within the period of Eighty years from the date hereof connecting the Transferor's adjoining property thereto TOGETHER WITH the right to enter upon the property for the purpose of laying any such connecting sewers and drains the persons exercising such right of entry causing as little inconvenience as possible and making good any damage to the property thereby caused

(b) the right to pass and repass at all times and for all purposes in connection with the use and enjoyment of the Transferor's adjoining property with or without vehicles other than tracked vehicles over and along the roadway shown for identification purposes only coloured brown on the said plan being part of the former Owen Street aforesaid PROVIDED that no vehicles or other obstructions shall be allowed to wait park or remain thereon and that such right is subject to the Transferor contributing from time to time a proper proportion of the cost of renewing repairing and maintaining the same

(c) all rights of light air and support over the property as now exist for the benefit of the Transferor's adjoining property".

*NOTE: Copy plan filed under GM378256.*

## 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 (16.03.2011) PROPRIETOR: DAVID ALAN KIRBY and ROSEMARY ANN KIRBY of TFS Cargo Services Limited Retirement Benefit Scheme, Unit 1 Pier Road, North Feltham, Trading Estate, Middlesex TW14 0TW the trustees of TFS Cargo Services Ltd Retirement Scheme.
- 2 (09.01.2002) 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 A Conveyance of the land edged and numbered 1 in blue on the filed plan and other land dated 1 March 1800 made between (1) George Lloyd and (2) George Jackson and Jonathan Jackson contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The Rentcharge thereby created and associated positive covenants are extinguished.

## C: Charges register continued

- 2 A Conveyance of the land edged and numbered 2 in blue on the filed plan dated 12 March 1825 made between (1) George Ferneley (2) Thomas Potter (3) John Cooper the Elder and (4) John Cooper the Younger contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The rentcharge thereby created and associated positive covenants are extinguished.

- 3 A Conveyance of the land edged and numbered 3 in blue on the filed plan dated 22 October 1825 made between (1) George Ferneley (2) Thomas Potter (3) John Blakeley and (4) Thomas Arnold contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

The rentcharge of £2.4s.10½d. and associated positive covenants have been extinguished.

- 4 A Conveyance of the land edged and numbered 5 in blue on the filed plan dated 2 October 1827 made between (1) George Ferneley (2) Thomas Potter (3) Jesse Skelhorn and (4) William Hodson contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The rentcharge thereby created and associated positive covenants are extinguished.

- 5 A Conveyance of the land edged and numbered 6 in blue on the filed plan dated 5 September 1829 made between (1) George Ferneley (2) Thomas Potter (3) James Cross and (4) Jarvis Watts contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The rentcharge thereby created and associated positive covenants are extinguished.

- 6 A Conveyance of the land edged and numbered 12 in blue on the filed plan and other land dated 5 July 1833 made between (1) George Ferneley (2) John Ferneley (3) William Sheldon and (4) Thomas Moverley contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The rentcharge thereby created and associated positive covenants are extinguished.

- 7 A Conveyance of the land edged and numbered 7 in blue on the filed plan dated 13 September 1833 made between (1) George Ferneley (2) John Ferneley (3) William Mills and (4) William Casson contains covenants details of which are set out in the schedule of restrictive covenants hereto.

The rentcharge thereby created and associated positive covenants are extinguished.

- 8 A Conveyance of the land edged and numbered 10 in blue on the filed plan dated 6 December 1872 made between (1) The Reverend Alfred Wrigley and others (Vendors) and (2) Robert Howarth (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

NOTE: The rentcharge thereby created and associated positive covenants are extinguished.

## C: Charges register continued

- 9 An Agreement dated 27 June 1910 made between (1) Edwin Morris and (2) Manchester Corporation relates to the construction and maintenance of a drainage system.
- 10 A Conveyance of the land edged and numbered 2 in blue on the filed plan dated 17 August 1954 made between (1) Peter Walker (Warrington) Limited (Vendors) and (2) Rootes Properties Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 11 A Conveyance of the land edged and numbered 11 in blue on the filed plan dated 17 August 1954 made between (1) Empress Brewery Company Limited (Vendors) and (2) Rootes Properties Limited (Purchasers) contains covenants identical with those contained in the Conveyance dated 17 August 1954 referred to above.
- 12 A Conveyance of the land tinted brown on the filed plan dated 17 June 1957 made between (1) Manchester Corporation and (2) Rootes Properties Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

NOTE 1: By a Deed dated 9 August 1979 made between (1) The Council of the City of Manchester and (2) Soloknoll Limited the said covenant was expressed to be released

NOTE 2: Copy filed.

- 13 The land edged and numbered 13 in blue on the filed plan became vested in Manchester Corporation by a Deed Poll dated 7 July 1972 executed pursuant to the provisions of the Lands Clauses Consolidation Act 1845 and no documents of the earlier title have been produced to the Land Registry. The land is accordingly registered subject to such restrictive covenants rentcharges and easements as may have been imposed thereon prior to 7 July 1972 so far as the same are enforceable and in particular to a perpetual yearly rentcharge affecting 1 to 12 (inclusive) Arbury Street of £24.9s.4d. created by an Indenture dated 28 September 1872 and made between (1) Alfred Wrigley Clement William Hardy Couzens-Hardy Jeremiah James Colman and Thomas Wrigley Wiley (2) Bernard Gordon and (3) James William Gordon which was stated on first registration to have been reduced to £18.4s.10d. by virtue of the provisions of the War Damages Act 1943.

NOTE: The said rentcharge has been extinguished as to £9.2s.11d. in respect of the site of 2 to 12 (even) Arbury Street.

- 14 A Transfer of the land tinted pink on the filed plan and other land dated 17 October 1972 made between (1) Manchester Corporation and (2) Chrysler United Kingdom Properties Limited contains covenants exceptions and reservations.

The Transfer also included the land edged and numbered 8 in blue on the filed plan.

NOTE: Copy Transfer and copy Exchange Agreement filed under LA373612(GM)

- 15 The pipes sewers conduits wires cables ducts channels and drains under the land edged and numbered 1 in yellow on the filed plan are subject to rights of user.
- 16 The land is subject to the following rights reserved by a Transfer of the land in this title and other land dated 9 August 1979 made between (1) Orbit Developments (Manchester) Limited and (2) Soloknoll Limited:-

## C: Charges register continued

"EXCEPT AND RESERVING unto the Transferor for the benefit of the adjacent land and buildings of the Transferor shown edged blue on the said plan and the tenants and occupiers thereof:-

(a) the right to go pass and repass with or without motor vehicles over and along so much of the land coloured brown and the land coloured brown and hatched blue on the said plan for the purpose of ingress to and egress from the Transferors said adjoining land and buildings

(b) the right of free passage and running of water and soil in and through the sewers drains and channels made or to be made under the land hereby transferred and the free and uninterrupted use of all gas electric telephone and other pipes wires and cables upon through or under the same

(c) full right and liberty for the Transferor the statutory undertakes and all others similarly entitled as aforesaid at all times and from time to time on giving at least seven days notice (save in case of emergency) to enter into and upon such part of the land hereby transferred as may be necessary for the purpose of repairing maintaining altering examining testing or cleansing the said sewers drains channels pipes wires and cables and to make all connection and disconnections which may be necessary the person entering causing as little inconvenience as possible and making good all damage thereby occasioned.

(d) all rights of light air and other easements now or hereafter on belonging to or enjoyed thereby and the buildings thereon

(e) the right to build or rebuild or alter any adjacent or neighbouring land or building thereon in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding the light or air to the land hereby transferred and any buildings hereafter erected thereon is thereby diminished or prejudicially affected.

(f) the right of support and shelter and all other easements and rights now or hereafter belonging to or enjoyed thereby where an interest therein in possession or reversion is now vested in the Transferor".

NOTE: The land coloured brown and the land coloured brown hatched blue referred to are hatched blue and hatched brown respectively on the filed plan. The land edged blue referred to adjoins the south westerly boundary of the land hatched brown on the filed plan.

- 17 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 1 March 1800 referred to in the Charges Register:-

"The said George Jackson for himself his heirs executors and administrators doth hereby covenant promise and agree to and with the said George Lloyd party hereto his heirs and assigns in manner following that is to say That he the said George Jackson his heirs or assigns shall and will for ever hereafter well and truly pay or cause to be paid unto the said George Lloyd party hereto his heirs and assigns the said annual rent of fourteen pounds two shillings and four pence until the expiration of the said lease and from and after the expiration thereof the said yearly rent or sum of Thirty five pounds five shillings and ten pence upon the days and times and in manner herein before mentioned and appointed for payment thereof without any deduction or abatement whatsoever as aforesaid

## Schedule of restrictive covenants continued

AND ALSO that he the said George Jackson his heirs executors administrators or assigns shall and will within the space of three years next ensuing the date hereof at his and their own costs and charges erect build and finish or cause and procure to be erected built and finished upon the said plot or parcel of land or ground mentioned and intended to be hereby granted and enfeoffed or come part thereof one or more good firm and substantial messuage or dwellinghouse messuages or dwellinghouses with the fronts thereof respectively to and ranging in a straight line along the said street called Jackson Street and built of brick and stone and set with lime mortar and slated with good slate and with stone door cases sash windows and stone window sills to the same street for the greater amount thereof which said messuage or dwellinghouse messuages or dwellinghouses shall be of the clear yearly value of seventy pounds at the least and shall and will from time to time and at all times after such messuage or dwellinghouse messuages or dwellinghouses shall be so erected built and finished at his and their own expense repair maintain uphold and keep the same in good and tenantable order repair and condition and so as the same at all times be and remain of the clear yearly value of seventy pounds at the least

AND ALSO that he the said George Jackson his heirs or assigns immediately after the said messuage or dwellinghouse messuages or dwellinghouses and other buildings respectively are erected and built shall and will at his or their own expense bring and for ever thereafter cause the rain falling upon the same respectively to be brought down by a lead spout or spouts even and level with the ground and into and upon the said plot or parcel of land or ground hereby granted and enfeoffed or part thereof and not elsewhere

AND ALSO that he the said George Jackson his heirs and assigns shall and will leave and forever hereafter keep open and unbuilt upon a space of three yards wide or broad part of the said plot or parcel of land or ground mentioned and intended to be hereby granted and enfeoffed on the south-westerly side thereof extending the whole length of the same side to constitute a part of the said street called Jackson Street

AND ALSO that he the said George Jackson his heirs and assigns shall and will at his and their own costs and charges and when thereto required by the said George Lloyd party hereto his heirs and assigns well and sufficiently flag and stoop out the said space of three yards wide part of the said plot or parcel of land hereby granted and enfeoffed on the said south-westerly side thereof herein before covenanted to be kept open and unbuilt upon to constitute part of the said street called Jackson Street

AND ALSO that he the said George Jackson his heirs and assigns shall and will at his and their own costs and charges when thereto required by the said George Lloyd party hereto his heirs and assigns well and sufficiently pave and cause to be paved from the said flagged pavement or flagging herein before covenanted to be made at the southwesterly side of the said plot or parcel of land to be made hereby granted and enfeoffed to the middle of the said Jackson Street and in length parallel and co-extensive with such south-westerly side and shall and will from time to time and at all times for ever after such steps flagged and other pavements respectively shall be made repair and keep the same in good and sufficient repair and condition

AND ALSO that the steps to be made and out out before the door or doors of the dwellinghouse or dwellinghouses or other buildings to be erected and built upon the said plot or parcel of land or ground mentioned and intended to be hereby granted and enfeoffed and the steps of and for any cellar or cellars to be opened of and from any such dwellinghouse or dwellinghouses or other buildings shall not project or extend into the said street further than one yard



## Schedule of restrictive covenants continued

AND THAT the steps of and for such cellar or cellars shall be either covered with strong and substantial shutters or falling doors or shall be well and sufficiently guarded with strong and substantial iron or wood pallisadoes posts and rails with doors pallisadoes posts and rails shall be from time to time for ever afterwards kept in good repair by the said George Jackson his heirs and assigns and such doors shall be kept constantly shut except at such time and times as the same cellar steps shall be in immediate use

AND ALSO that he the said George Jackson his heirs and assigns shall and will at his and their own like costs and charges bear and pay unto the said George Lloyd party thereto his heirs and assigns one moiety or equal half part of the costs and charges which he they or any of them shall or may hereafter lay out or expend in or about the making of a main sough or drain main soughs or drains the length of and coextensive with the south-westerly side of the said plot or parcel of land or ground hereby granted and enfeofed and shall and will from time to time and at all times hereafter keep such moiety or equal half part of such main sough or drain main soughs or drains in good and sufficient repair and condition

AND ALSO that he the said George Jackson his heirs and assigns shall not nor will use follow exercise or carry on or permit or suffer to be used followed exercised or carried on in or at any edifice or building to be erected upon the said plot or parcel of land or ground mentioned and intended to be hereby granted and enfeofed any vitriol work glass work copper work iron foundry or the trade or business or a melter of fat pipe maker tallow chandler or any maufactory trade business or employment whatsoever which is can or may be deemed a public or private nuisance"

- 2 The following are details of the covenants contained in the Conveyance dated 12 March 1825 referred to in the Charges Register:-

"The said John Cooper the Elder for himself his heirs executors and administrators doth hereby covenant promise and agree with and to the said George Ferneley his heirs and assigns in manner following that is to say That he the said John Cooper the Elder his heirs executors administrators or assigns some or one of them shall and will at all times hereafter well and truly pay or cause to be paid unto the person or persons for the time being entitled in possession under the use aforesaid the said yearly rent hereby limited in use on the days and in manner hereinbefore appointed for payment thereof without any deduction whatsoever to be made thereout according to the true intent and meaning of these presents

AND ALSO shall and will at his and their own expense forthwith erect build and finish upon the said plot of land intended to be hereby released or on some part thereof one or more good firm and substantial messuage or messuages dwellinghouse or dwellinghouses or other erections of brick or stone or both to be set with lime mortar and to be covered in with good timber and slate or tiles which when finished shall be of the clear yearly value of double the yearly rent hereby limited in use at the least and as and when such messuage or dwellinghouse messuages or dwellinghouses or other erections shall be erected built and finished shall and will at his and their own expense at all times thereafter repair support and keep the same in good repair and condition so long as the same will stand and when the same respectively shall become ruinous or it shall be necessary that the same shall be rebuilt respectively

THAT then and as often as the same shall happen he the said John Cooper the Elder his heirs or assigns shall and will rebuild the same of such materials as hereinbefore mentioned and so toties quoties

## Schedule of restrictive covenants continued

AND ALSO shall and will at all times hereafter keep up such buildings upon the said land in such good and tenantable condition as that the same shall always be of the clear yearly value of double the yearly rent hereby limited in use at the lease

AND ALSO that he the said John Cooper the Elder his heirs and assigns shall and will at all times hereafter leave open and unbuilt upon such part of the said plot of land intended to be hereby released as extends into the first mentioned passage

AND ALSO shall and will at his and their own expense within the space of six months now next ensuing pave and lay with good and substantial flags the space of four feet in breadth into each of the said Streets called Owen Street Ferneley Street and Arthur Street so far as the same streets are respectively coextensive with the said plot of land intended to be hereby released

AND ALSO shall and will at his and their own expense pave and lay with good and substantial paving stones and in the best manner from the said flagged pavements into the middle of the said streets called Owen Street Ferneley Street and Arthur Street so far as the same streets are respectively coextensive with the said plot of land intended to be hereby released

AND ALSO shall and will at his and their own expense at all times thereafter keep the same pavements in good repair and condition

AND ALSO shall proportionally contribute in respect of the said plot of land intended to be hereby released to the expense to be hereafter incurred in making and keeping in repair such soughs or sewers as already are or hereafter shall or may be made in through or under the same land or any of the said Streets adjoining the same

AND ALSO that he the said John Cooper the Elder his heirs or assigns or his or their tenant or tenants shall not at any time or times hereafter use exercise follow or carry on or permit or suffer to be used exercised followed or carried on upon the said demised plot of land intended to be hereby released or in or at any of the buildings to be erected thereupon or upon any part thereof any manufactory or operation for the making or manufacturing of vitriol copper glass iron or other mineral or any alkali or other salt or any chemical operation or chemical work which shall produce any smoke or disagreeable smell or the trade or business of a melter of fat fustian dresser pipe maker tallow chandler or any other trade business or employment whatsoever which can be deemed a nuisance or inconvenience to the neighbourhood"

- 3 The following are details of the covenants contained in the Conveyance dated 2 October 1827 referred to in the Charges Register:-

"The said Jesse Skelhorn for himself his heirs executors and administrators doth hereby covenant promise and agree with and to the said George Ferneley his heirs and assigns in manner following that is to say That he the said Jesse Skelhorn his heirs or assigns shall and will at all times hereafter well and truly pay unto the said George Ferneley his heirs or assigns or other the person or persons for the time being seized thereof under the limitations hereinbefore contained the said rent hereby limited in use on the days and in the manner hereinbefore mentioned and appointed for payment thereof without any deduction whatsoever according to the true intent and meaning hereof

And also shall and will at his or their own expense forthwith erect build and finish upon the said plot of land or some part thereof one or more good firm and substantial messuage or messuages or dwellinghouse or

## Schedule of restrictive covenants continued

dwellinghouses or other erections of brick or stone or both to be set with lime mortar and to be covered in with good timber and slate or tiles which when finished shall be of the clear yearly value of five pounds at the least and as and when such messuage or messuages dwellinghouse or dwellinghouses or other erections shall be erected built and finished shall and will at his or their own expense at all times thereafter repair support and keep the same in good and tenantable condition so long as the same will stand and when the same respectively shall become ruinous or it shall be necessary that the same shall be rebuilt respectively that then and as often as the same shall happen he the said Jesse Skelhorn his heirs or assigns shall and will rebuild the same of such materials as hereinbefore mentioned and so toties quoties

AND ALSO shall and will at all times hereafter keep up such buildings upon the said land in such good and tenantable condition as that the same shall always be of the clear yearly value of five pounds at the least

AND ALSO that he the said Jesse Skelhorn his heirs and assigns shall and will at all times hereafter leave open and unbuilt upon a space of land four feet in breadth part of the said plot of land along and the whole length of the southeasterly side thereof to form part of the said passage

AND ALSO that he the said Jesse Skelhorn his heirs or assigns shall and will at his or their own expense pave and lay with good and substantial flags four feet in breadth into the said street called Ferneley Street along and the whole length of the northwesterly side of the said plot of land and pave and lay with good and substantial paving stones so much of the said street as lies between the said flagged pavement and the middle or central line of the same street and also so much of the said plot of land as is hereinbefore covenanted to be left open and unbuilt upon

AND ALSO shall and will at all times thereafter at his or their own expense keep the same pavements in good repair and condition

AND ALSO shall and will proportionally contribute in respect of the said plot of land to the expense to be hereafter incurred in making and keeping in repair such soughs or sewers as already are or hereafter shall or may be made in through or under the said street and passage or either of them

AND ALSO that he the said Jesse Skelhorn his heirs or assigns or his or their tenant or tenants shall not at any time hereafter use exercise follow or carry on or permit or suffer to be used exercised followed or carried on upon the said plot of land or in or at any of the buildings already or hereafter to be built thereupon or upon any part thereof any manufactory or operation for the making or manufacturing of vitriol glass copper iron or any other mineral or any alkali or other salt or any chemical operation or chemical work which shall produce any smoke or disagreeable smell or the trade or business of a melter of fat fustian dresser pipe maker tallow chandler or any other trade manufactory business or employment whatsoever which can be deemed a nuisance or inconvenience to the neighbourhood"

- 4 The following are details of the covenants contained in the Conveyance dated 5 September 1829 referred to in the Charges Register:-

"The said James Cross for himself his heirs executors and administrators doth hereby covenant promise and agree with and to the said George Ferneley his heirs and assigns That he the said James Cross his heirs and assigns shall and will well and truly pay unto the said George Ferneley his heirs and assigns the said rent hereby limited in use on the days and in the manner hereinbefore mentioned and appointed for payment thereof without any deduction whatsoever according to the true intent and meaning hereof and also shall and will at his or their own expense forthwith erect and build

## Schedule of restrictive covenants continued

and finish upon the said plot of land or some part thereof one or more good firm and substantial messuage or messuages dwellinghouse or dwellinghouses or other erections of brick or stone or both to be set with lime mortar and to be covered in with good timber and slate or double the yearly rent hereby limited in use and as and when such messuage or messuages dwellinghouse or dwellinghouses or other erections shall be erected built and finished shall and will at his or their own expense at all times thereafter repair support and keep the same in good repair and condition so long as the same will stand and when the same respectively shall become ruinous or it shall be necessary that the same shall be rebuilt respectively that then and as often as the same shall happen he the said James Cross his heirs or assigns shall and will rebuild the same of such materials as hereinbefore mentioned and so toties quoties and also shall and will at all times hereafter keep up such buildings upon the said land in such good and tenantable condition as that the same shall always be of the clear yearly value aforesaid

AND ALSO that he the said James Cross his heirs and assigns shall and will at all times hereafter leave open and unbuilt upon a space of land two feet in breadth part of the said plot of land along and the whole length of the southeasterly side thereof to form part of the said passage

AND ALSO that he the said James Cross his heirs or assigns shall and will at his or their own expense pave and lay with good and substantial flags a space of land four feet in breadth along and the whole length of the northwesterly and northeasterly sides of the said plot of land respectively including the angles of the same sides respectively and pave and lay with good and substantial paving stones so much of the said streets respectively as lie between the said flagged pavements and the middle or central line of the same streets respectively to the angles thereof and also so much of the said plot of land as is hereinbefore covenanted to be left open and unbuilt upon and also shall and will at all times thereafter at his or their own expense keep the same pavements respectively in good repair and condition

AND ALSO shall and will proportionally contribute in respect of the said plot of land to the expense to be hereinafter incurred in making and keeping in repair such soughs or sewers as already are or hereafter shall or may be made in through or under the said streets and passage respectively or any of them

AND ALSO that he the said James Cross his heirs or assigns or his or their tenant or tenants shall not at any time or times hereafter use exercise follow or carry on or permit or suffer to be used exercised followed or carried on upon the said plot of land or in or at any of the buildings already or hereafter to be erected thereupon or upon any part thereof any manufactory or operation for the making or manufacturing of vitriol glass copper iron or any other mineral or any alkali or other salt or any chemical operation or chemical work which may produce any smoke or disagreeable smell or the trade or business of a melter of fat fustian dresser pipe maker tallow chandler or any other trade manufactory business or employment whatsoever which can be deemed a nuisance or inconvenience to the neighbourhood"

- 5 The following are details of the covenants contained in the Conveyance dated 5 July 1833 referred to in the Charges Register:-

"The said William Sheldon for himself his heirs executors and administrators doth hereby covenant promise and agree with and to the said George Ferneley his heirs and assigns in manner following that is to say That he the said William Sheldon his heirs executors administrators or assigns or some or one of them shall and will at all times hereafter well

## Schedule of restrictive covenants continued

and truly pay unto the said George Ferneley his heirs and assigns the said rent of sixteen pounds and four shillings hereby limited in use on the days and in the manner hereinbefore mentioned and appointed for payment thereof without any deduction whatsoever according to the true intent and meaning hereof

AND ALSO shall and will within one year from the date hereof at his or their own expense erect build and finish or cause to be erected built and finished on the said plot of land intended to be hereby enfeoffed or some part or parts thereof one or more good firm and substantial messuage of dwellinghouse messuages or dwellinghouses or other building or buildings with brick or stone or both to be set with good lime mortar the outside walls whereof shall not contain a less quantity of bricks than one hundred for every square yard and as in proportion for stone And shall and will cover such messuage or dwellinghouse messuages or dwellinghouses or other building or buildings with good slate or tiles And shall and will fit up the same with well seasoned oak or fir timber and make suitable and proper outbuildings conveniences offices and appurtenances thereto which said messuage or dwellinghouse messuages or dwellinghouses or other buildings shall when finished be of the clear yearly value of double the amount of the yearly rent hereby limited in use at the least to be estimated according to the value of similar premises in Hulme aforesaid and as and when such messuage or dwellinghouse messuages or dwellinghouses or other building or buildings shall be respectively built and finished shall and will at all times thereafter keep the same in good repair and condition so long as the same will stand and when the same respectively shall be destroyed or become ruinous or it shall be necessary that the same shall be rebuilt respectively shall and will rebuild the same of such materials as hereinbefore mentioned and so toties quoties And at all times hereafter keep up such building or buildings upon the same plot of land in such good repair and condition as that the same shall always be of the clear yearly value aforesaid

AND ALSO that he the said William Sheldon his heirs and assigns shall and will at all times hereafter leave open and unbuilt upon such parts of the said hereby enfeoffed land as extend into and are intended and agreed to form parts of the said several hereinbefore mentioned streets And also shall and will forthwith at his or their own expense well and sufficiently flag with good flags the width or space of three and a half feet into the said streets calle dMills Street and Riga Street respectively so far as the same streets respectively are coextensive with the said land hereby enfeoffed including the angles thereof and well and sufficiently pave with good paving stones from the said flagged pavement into the middle of the same streets respectively so far as the same are coextensive with the said land hereby enfeoffed including the angles thereof And also shall and will at his and their own expense at all times thereafter keep the said flagged and other pavements in good repair and condition

AND ALSO shall and will when required by the said George Ferneley his heirs or assigns pay one half of the expense of keeping in good repair and condition such soughs or sewers as are already made and of making and keeping in good repair and condition such soughs or sewers as shall or may hereafter be made in through or under the said streets so far as the same are coextensive as aforesaid including the communication therefrom to the main sewer And also that he the said William Sheldon his heirs or assigns or his or their tenant or tenants shall not nor at any time hereafter use exercise follow or carry on or permit or suffer to be used exercise followed or carried on upon the said plot of land or in or at any of the buildings already or hereafter to be built thereupon or upon any part thereof any manufactory or operation for the making or manufacturing of vitriol glass copper iron or any other mineral or any alkali or other salt or any chemical operation or chemical work which shall produce any smoke or

## Schedule of restrictive covenants continued

disagreeable smell or the trade or business of a melter of fat fustian dresser pipe maker tallow chandler or any other trade manufactory business or employment whatsoever which can be deemed a nuisance or inconvenience to the neighbourhood"

- 6 The following are details of the covenants contained in the Conveyance dated 13 September 1833 referred to in the Charges Register:-

"The said William Mills for himself his heirs executors and administrators doth hereby covenant promise and agree with and to the said George Ferneley his heirs and assigns in manner following that is to say That he the said William Mills his heirs executors administrators or assigns or some or one of them shall and will at all times hereafter well and truly pay unto the said George Ferneley his heirs and assigns the said rent of fifteen pounds eight shillings hereby limited in use on the days and in the manner hereinbefore mentioned and appointed for payment thereof without any deduction whatsoever according to the true intent and meaning thereof and also shall and will within one year from the date hereof at his or their own expense erect build and finish or cause to be erected built and finished on the said plot of land intended to be hereby enfeoffed or otherwise assured or some part or parts thereof one or more good firm and substantial messuage or dwellinghouse messuages or dwellinghouses or other building or buildings with brick or stone or both to be set with good lime mortar the outside walls whereof shall not contain a less quantity of bricks than one hundred for every square yard and so in proportion for stone and shall and will cover such messuage or dwellinghouse messuages or dwellinghouses or other building or buildings with good slate or tiles and shall and will fit up the same with well seasoned oak or fir timber and make suitable and proper outbuildings conveniences offices and appurtenances thereto which said messuage or dwellinghouse messuages or dwellinghouses or other buildings shall when finished be of the clear yearly value of double the amount of the yearly rent hereby limited in use at the least to be estimated according to the value of similar premises in Hulme aforesaid and as and when such messuage or dwellinghouse messuages or dwellinghouses or other building or buildings shall be respectively built and finished shall and will at all times thereafter keep the same in good repair and condition so long as the same will stand and when the same respectively shall be destroyed or become ruinous or it shall be necessary that the same shall be rebuilt respectively shall and will rebuild the same of such materials as hereinbefore mentioned and so toties quoties And at all times hereafter keep up such building or buildings upon the same plot of land in such good repair and condition as that the same shall always be of the clear yearly value aforesaid

AND ALSO that he the said William Mills his heirs and assigns shall and will at all times hereafter leave open and unbuilt upon so much and such parts of the said hereby enfeoffed land as extends into and are intended and agreed to form part of the said street called Mills Street and part of the said first hereinbefore mentioned passage And also shall and will forthwith at his or their own expense well and sufficiently flag with good flags the width or space of        feet into the said street called Owen Street and the width or space of        feet into the said Street called Mills Street so far as the same streets respectively are coextensive with the said plot of land intended to be hereby enfeoffed including the angles thereof well and sufficiently pave with good paving stones from the said flagged pavements into the middle of the same streets respectively and also one half of the said passage so far as the same are respectively coextensive with the said plot of land intended to be hereby enfeoffed including the angles thereof And also shall and will at his or their own expsne at all times thereafter keep the said flagged and other pavements in good repair and condition

## Schedule of restrictive covenants continued

AND ALSO shall and will when required by the said George Ferneley his heirs and assigns pay one half of the expense of making and keeping in good repair and condition such soughs or sewers as already are or hereafter shall or may be made in through or under the said streets and passages so far as the same are coextensive as aforesaid including the communication therefrom to the main sewer AND also that he the said William Mills his heirs or assigns or his or their tenant or tenants shall not at any time hereafter use exercise follow or carry on or permit or suffer to be used exercised followed or carried on upon the said plot of land or in or at any of the buildings already or hereafter to be built thereupon or upon any part thereof any manufactory or operation for the making or manufacturing of Vitriol Glass Copper Iron or any other mineral or any alkali or other salt or any chemical operation or chymical work which shall produce any smoke or disagreeable smell or the trade or business of a melter of fat fustian dresser pipe maker tallow chandler or any other trade manufactory business or employment whatsoever which can be deemed a nuisance or inconvenience to the neighbourhood"

- 7 The following are details of the covenants contained in the Conveyance dated 6 December 1872 referred to in the Charges Register:-

"The Purchaser doth hereby for himself his heirs executors and administrators covenant with the Vendors their heirs and assigns that he the Purchaser his heirs or assigns will henceforth duly pay unto the Vendors their heirs and assigns the said yearly rent of seventeen pounds fourteen shillings and nine pence at the times and in manner aforesaid without deduction (except as aforesaid)

AND ALSO shall and will for ever hereafter maintain and keep all the said messuages or dwellinghouses and other buildings upon the said plot of land hereby granted and conveyed in good repair and condition And when necessary take down and rebuild the same or other good and substantial messuages or dwellinghouses or other buildings with brick or stone or both to be set with lime mortar the outside walls whereof shall not contain a less quantity of brick than one hundred for every square yard and so in proportion for stone and cover such edifices or buildings with a good slate or tiles and fit up the same with well seasoned oak or fir timber and make suitable and proper out buildings convenient offices and appurtenances thereto so that there shall always be upon the said plot of land hereby conveyed buildings of the clear yearly value of double the yearly rent hereby limited at the least And also shall and will at all times hereafter leave open and unbuilt upon and free from obstruction the spaces of land shewn in the said plan extending into and forming halves of the said street and passage and at his and their own expense pave and flag the same spaces so to be left open and unbuilt upon with such materials and in such manner as the vendors their heirs or assigns or their Agents shall direct or approve And shall and will also bear and pay one half of the costs and charges of making and afterwards maintaining and keeping in good repair and condition any main sewer sough or drain in or under the said streets and passage respectively so far as the same respectively are coextensive with the said land hereby conveyed which sewers soughs or drains are to be of such respective levels depths and sizes and made in such manner as the vendors their heirs or assigns or their agents shall think proper And shall not nor will at any time hereafter exercise or carry on or permit to be exercised or carried on in or upon the land and buildings hereby conveyed or any part thereof any trade business operation or employment whatsoever which can or may be deemed a nuisance or annoyance to the neighbourhood"

- 8 The following are details of the covenants contained in the Conveyance dated 17 August 1954 referred to in the Charges Register:-

## Schedule of restrictive covenants continued

"FOR the benefit and protection of the remaining property of the Vendors in Manchester as more particularly described in the Schedule hereto and so as to bind the property hereby conveyed into whomsoever hands the same may come the Purchasers hereby covenant with the Vendors that the property hereby conveyed and any existing or future buildings thereon shall not at any time be used for the manufacture sale or storing for sale thereon of ale porter wine beer spirits or any other exciseable or intoxicating liquors or as a place or office for taking orders for the sale thereof whether by wholesale or retail or as an hotel (except unlicensed private hotel) or for the purpose of a club wherein alcoholic liquors shall be supplied supplied or consumed.

THE SCHEDULE above referred to

THE VENDORS' REMAINING PROPERTY IN MANCHESTER

Victoria Hotel 22 Hardman Street Manchester

Ship Tavern 53 Byrom Street Manchester

Napoleon Inn 9 Ravalld Street Manchester

Crescent Inn 447/9 Rochdale Road Manchester.

- 9 The following are details of the covenants contained in the Conveyance dated 17 June 1957 referred to in the Charges Register:-

"THE Purchaser for itself and its assigns hereby COVENANTS with the Corporation their successors and assigns not to erect any building or erection whatsoever upon the said land coloured pink and hatched blue on the plan annexed hereto".

NOTE: Copy plan filed under LA373612.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.11.1984 edged and numbered 14 in brown on supplementary plan	Unit 1 Olympia Trading Estate	03.10.1984 999 years from 25.9.1984	GM361023 f
NOTE: The Lease grants and reserves rights of way over the service areas, rights of drainage, passage of water, gas, electricity and telephone supply services. The said Lease also grants a right of way over Owen Street and reserves rights of support and protection entry and a right to erect scaffolding for maintenance of adjoining buildings				
2	11.04.1986 16	Unit 3 Olympia Trading Estate	27.03.1986 999 years from 25.9.1984	GM406462 on ay

NOTE 1: The Lease comprises also other land

NOTE 2: The lease grants and reserves rights of way over parts of the service area, rights of drainage and passage of water, gas, electricity and telephone services, rights of support and protection and the right to



## Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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erect scaffolding. The lease also grants a right of way over Owen Street and reserves rights of entry and rights of light and air

NOTE 3: Lessee's title registered under GM406462

3	15.08.1986 Edged and numbered 15 in brown on supplementary plan	Unit 4 Olympia Trading Estate	23.01.1985 999 years from 25.9.1984	GM370559 of r
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NOTE 1: The Lease comprises also other land

NOTE 2: The lease grants and reserves rights of way over the service area, rights of drainage, passage of water, gas, electricity and telephone supply services and rights of support and protection. The said Lease also grants a right of way over Owen Street and reserves rights of entry and a right to erect scaffolding for maintenance of adjoining buildings

4	14.10.1986 Edged and numbered 17 in brown on supplementary plan	Unit 2 Olympia Trading Estate	17.09.1986 999 years from 25.9.1984	GM423329 s
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NOTE: The lease grants and reserves rights of way over the service areas and rights of drainage passage of water gas electricity and telephone services. The Lease also grants a right of way over Owen Street and reserves rights of light or air support and protection rights of entry and a right to erect scaffolding

End of register