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Official copy of register of title

Title number NYK343041

Edition date 11.10.2016

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- Issued on 14 Jun 2017.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

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

YORK

- 1 (17.01.1997) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Peppermill Court, Ramsay Close, York (YO31 8SS).
- 2 (17.01.1997) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land to the south of the land in this title dated 30 July 1993 made between (1) The Secretary of State for Health (Vendor) (2) The Most Reverend and Right Honourable The Lord Archbishop of York John Staplyton Habgood and others (Purchasers):-

"The Property is transferred together with the rights set out in the First Schedule but there are excepted and reserved for the benefit of the land retained by the Vendor its successors in title assigns owners and occupiers of the land shown edged blue on the attached plan and of every part thereof (the retained Land) the rights set out in the Second Schedule

FIRST SCHEDULE

The Appurtenant Rights

1. A right of way with or without vehicles in common with the Vendor and all others entitled thereto over so much of the roadway shown coloured brown on the plan as is not included in the property ("the Vendor's brown road") and a right of access over the Vendor's brown road with or without workmen and machinery in order to construct the brown road to adoptive standards in accordance with the Third Schedule
2. A right to lay maintain repair and replace if necessary drains services pipes cables and other conducting media in the Vendor's brown road including the right to break open the surface thereof doing as little damage as possible and making good any done to the satisfaction of the Vendor PROVIDED THAT the access of the Vendor over the brown land shall not be obstructed or impeded and shall be available at all times
3. A right of entry onto the Vendor's land in order to exercise the

A: Property Register continued

said rights and to carry out the obligations set out in the Third Schedule

SECOND SCHEDULE

The Reserved Rights

(i) 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 to any height and to alter any building or other erections now standing or hereafter to be erected on any part of the retained land 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 and premises hereby transferred and so that all privileges of light and air now or hereafter to be enjoyed over any part of the retained land by or in respect of the land hereby transferred shall be deemed to be so enjoyed by the licence or consent of the Vendor and not as of right

(ii) The unimpeded passage or running of water and soil coming or to come off and from the retained land and the buildings built or to be built thereon within the period of 80 years from the date hereof (which shall be the perpetuity period applicable hereto) through and by all or any of the channels sewers drains and watercourses which now exist or shall hereafter (but within such period) be made or exist in upon or under any part of the land hereby transferred and free and uninterrupted use of all gas electric telephone and other pipes wires cables and flues now or to be made under through or across the property within the perpetuity period PROVIDED that the Purchaser may at its own expense divert any such easement on routes to be previously agreed in writing with the Vendor on condition that all such services shall be maintained to the retained land at all times and be subject to no interruption

(iii) A right of support for the retained land

(iv) Without prejudice to the generality of the foregoing a right to use connect into maintain inspect and replace if necessary the drains water gas mains and telephone cables in the approximate positions indicated on Drawing No: 23/H1/9A attached hereto

(v) A right of way with or without vehicles in common with the Purchaser and others entitled thereto over that part of the road coloured brown on the plan as is included in the property (the Purchaser's brown road)

(vi) A right to lay maintain repair and replace if necessary drains sewers pipes cables and other conducting media in the Purchaser's brown road

(vii) A right of entry with or without workmen and equipment to exercise the rights hereinbefore excepted and reserved doing as little damage to the property as possible and making good any done

(viii) A right to construct a road access point for pedestrian and vehicular use for the retained land onto the brown land between points marked D and G on the plan."

NOTE: Copies filed under NYK140259.

- 3 (20.08.1999) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land adjoining the northern boundary of the land in this title dated 30 June 1999 made between (1) York Health Services National Health Service Trust (Transferor) and (2) Wainhomes Limited (Transferee):-

"The Transferor hereby grants to the Transferee and its successors in title to the property:

(a) the right to enter upon that part of the Retained Land showed edged green and in part hatched black on Plan No. 2 ("the highway

A: Property Register continued

land") for the purposes of constructing on that said part of the Retained Land a footpath and cycleway in accordance with the requirements of the Local Planning Authority together with full and free rights of way on foot and/or with bicycle over and along that footpath and cycleway provided that in the exercise of this right the Transferee will make good any damage caused to the satisfaction of the Transferor and provided further that the Transferee will not in any way obstruct interfere with or vary the existing rights of way shown coloured black on Plan No. 2 which affords access to and egress from the Retained Land and further provided that the Transferor or its successors in title to the highway land shall be entitled to alter the route of the said footpath and cycleway and/or adapt the same so as to form part of any roadway or footpath constructed within the Perpetuity Period upon the highway land provided that any such works are carried out in accordance with consent given by the Local Planning Authority

(b) full and free rights of way over Ramsey Close to and from the Property

6. THERE is excepted from this Transfer to the Transferor and all others authorised by it for the benefit of the Retained Land

6.1 the right (but exercisable only in the event of the failure of the Transferee to construct the roadway referred to in Clause 4.3 of this Transfer within the period of 6 months from the date hereof and not further or otherwise) to enter on to so much of the Property as may be necessary for the purposes of constructing the said roadway at the cost of the Transferee

6.2 the free and uninterrupted passage and running of water soil gas and electricity over through and along all Service Media to be laid within the Perpetuity Period in on under or over the Property to and from the Retained Land together with the right for the Transferor and its successors in title assigns and lessees tenants or other the owner owners or occupiers of the Retained Land and any Statutory Undertakers to enter on the Property (other than such parts as are then built upon) for the purpose of laying connecting inspecting repairing cleansing and maintaining the Service Media and any connections made therewith subject to the person or persons exercising such rights making good any damage caused by the exercise of such right except insofar as such entry may be necessitated by the act or default of the Transferee its successors in title or tenants lessees servants or agents and the right within the Perpetuity Period to connect up to any of the Service Media in on under or other the Property

6.3 the right to have the buildings now standing or which may within the Perpetuity Period be erected on the Retained Land supported laterally by the Property and the buildings which are now or may be within the Perpetuity Period be erected thereon

6.4 a right of way at all times with or without vehicles for the purpose of providing access to and egress from the Retained Land over the roadways footpaths and cycleways to be constructed within the Perpetuity Period on the Property PROVIDED HOWEVER that there shall be no right of access for emergency or other vehicles requiring access to Whitecross Court for a period of 18 months from the date hereof using an alternative right of way during the said period of 18 months the temporary means of access constructed or to be constructed by the Transferee from Whitecross Road to Whitecross Court over the area used as a car park

6.5 the right to continue to use all existing Service Media on the Property

6.6 the right (subject to the prior written consent of the Purchaser) to enter on the Property (other than such parts as are then built upon) to such extent and for such period of time as may reasonably be necessary for the purpose of constructing adding to developing altering inspecting repairing renewing or maintaining the Retained Land or any buildings or works which are now or may within the Perpetuity Period be on in under or over the Retained Land and to place thereon ladders scaffolding and other apparatus plant or machinery necessary for those purposes subject to the person or persons exercising such rights so as

A: Property Register continued

to cause as little damage as possible and making good all damage occasioned thereby

.....

In this Transfer:

.....

'the Perpetuity Period' means the period of 80 years from the date of this Transfer

1.8 'Service Media' means sewers drains watercourses pipes wires cables and conduits

1.9 'Statutory Undertakers' means any public utility British Telecom plc British Gas plc Yorkshire Electricity Group plc Yorkshire Water Services Limited Cable Television company or companies and any other corporation which was at any time prior to the date hereof in national ownership or other statutory undertaker or authority."

The following is a copy of clause 4.3 referred to:

"4.3 To construct or procure the construction of a roadway to the standards and specifications required by the local highway authority so that the same is capable of adoption as a highway maintainable at public expense for the purposes of affording access to and egress between points A and B on the Plan from that part of the Retained Land shown coloured yellow on the Plan to the adoptable highway known as Ramsay Close."

NOTE: Copy plan No 2 filed under NYK186280.

4 (07.09.2000) The land has the benefit of the following rights reserved by a Transfer of land lying to the north west of the land in this title dated 13 July 2000 made between (1) York Health Services National Health Services Trust (Transferor) and (2) Evans Homes Limited (Transferee):-

"The property is sold subject to the following exceptions and reservations in favour of the Transferor and all others authorised by them for the benefit of the Retained Land:

1. The free and uninterrupted passage and running of water soil gas and electricity over through and along all sewers drains watercourses pipes wires cables and conduits ("the Service Media") laid in on under or over the Property to and from the Retained Land together with the right for the Transferor and its successors in title assigns and lessees tenants or other the owner owners or occupiers of the Retained Land and any Statutory Undertakers to enter on the Property (other than such parts as are built upon) for the purpose of laying connecting inspecting repairing cleansing and maintaining the Service Media and any connections made therewith subject to the person or persons exercising such rights causing as little damage and inconvenience as possible and making good any damage caused by the exercise of such right to the reasonable satisfaction of the Transferee except insofar as such entry may be necessitated by the negligent act or default of the Transferee its successors in title or tenants lessees servants or agents

2. The right to continue to use all existing Service Media on the Property

3. A right of way at all times for the purpose of gaining access to and egress from the Retained Land on foot and/or with bicycle over and along the footway and cycle way shown coloured green on the Plan."

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The land in this title forms part of the "Retained Land" referred to.

A: Property Register continued

NOTE: Copy plan filed under NYK240435.

- 5 (03.09.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 26 April 2007 made between (1) York Hospitals National Health Service Trust and (2) North Yorkshire And York Primary Care Trust.

NOTE: Copy filed.

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 (30.05.2013) PROPRIETOR: NHS PROPERTY SERVICES LIMITED (Co. Regn. No. 7888110) of 4th Floor, Skipton House, 80 London Road, London SE1 6LH.

C: Charges Register

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

- 1 The land is subject to the rights granted by two Deeds both dated 8 October 1993 and made between (1) The Secretary of State for Health and (2) Northern Electric PLC.

The said Deeds also contain restrictive covenants by the Grantor.

NOTE: Copies filed under NYK186280.

- 2 (11.10.2016) Option to renew in favour of Tees, Esk and Wear Valleys NHS Foundation Trust contained in a Lease dated 9 September 2016 made between (1) NHS Property Services Limited and (2) Tees, Esk & Wear Valleys Foundation Trust upon the terms therein mentioned.

NOTE:-Copy filed.

End of register