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Issued on 9 January 2007.

This title is dealt with by **Land Registry Durham (Southfield) Office**.

Land Registry

Title Number : **CE34398**

Edition Date : 17 December 1998

A: Property Register

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

MIDDLESBROUGH

1. (25.05.1978) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being Bonny Grove Farm, Brass Castle Lane, Marton (TS8 9EE).
2. The filed plan has been amended as to the southern boundary of the land in this title.
3. The land edged and lettered A in red on the filed plan added to the title on 2 December 1985.
4. (13.05.1993) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
5. (13.05.1993) 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 CE124836 in green on the filed plan dated 5 April 1993 made between (1) The Council of The Borough of Middlesbrough (The Council) and (2) Ideal Homes Northern Limited (The Transferee):-

EXCEPT AND RESERVED as mentioned in the First Schedule hereto

There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto

THE FIRST SCHEDULE

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no

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unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the site

2. The right for the Council and its successors in title (in common with the Purchaser and his successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity pylons cables and wires now constructed or laid or to be constructed or laid within 80 years from the date hereof in on or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title Number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the position of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

3. The right of the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Site but not under any dwellinghouse or other building as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under title number CE34398 for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and its successors in title doing no unnecessary damage by such construction maintenance or entry and making good all damage thereby occasioned AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

4. THE right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the property the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE

1. The right to use the roads footpaths and pathways (including the Neighbourhood Entrance Road shown coloured blue on the plan annexed hereto) now or within eighty years from the date hereof laid out and vested in the council and included in Title Number CE34398 which serve

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the Site until they become public highways

2. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate

3. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council pipes wires gutters and drains referred to in paragraph 2 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one months written notice to the Chief Economic Development and Planning Officer for the time being of the Council

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all damage occasioned thereby to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council

NOTE: The land coloured blue referred to has been edged blue on the filed plan.

6. (09.02.1994) 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 CE127812 in green on the filed plan dated 23 December 1993 made between (1) The Council of the Borough of Middlesbrough (Council) (2) Middlesbrough Golf Club Limited (Club) and (3) Yuill Developments Limited (Purchaser):-

EXCEPT AND RESERVED as mentioned in the first schedule hereto

THE FIRST SCHEDULE

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Site

2. The right for the Council and the club and their respective successors in title (in common with the Purchaser and its successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of the Council's adjoining land registered under Title Number CE34398 and/or any part of the Club's adjoining land comprised in the Club's Root of title together with all ancillary rights of entry as may reasonably be required the persons exercising such rights doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and

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branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council and the Club shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council and/or the club proposes to lay or install

3. The right of the Council the Club and their respective successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Site but not under any dwellinghouse as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under title CE34398 and/or any part of the Club's adjoining land comprised in the Club's Root of Title for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the persons exercising such rights doing no unnecessary damage by such construction maintenance or entry and making good all damage thereby occasioned AND PROVIDED that in any event the Council and the Club shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council and/or the Club proposes to lay or install

4. The right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the Site the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned.

There is hereby granted to the purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto.

THE SECOND SCHEDULE

1. The right to use the roads footpaths and pathways now or within eighty years from the date hereof laid out on the lands vested in the Council and included in Title number CE34398 which serve the Site until they become public highways

2. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate

3. The right to enter such other parts of the lands vested in the

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Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council pipes wires gutters and drains to connect into and to maintain and renew the pipes wires gutters and drains referred to in paragraph 2 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one months written notice to the Chief Economic Development and Planning Officer for the time being of the Council

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all damage occasioned thereby to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council AND PROVIDED ALSO THAT nothing herein contained shall entitle the Purchaser to lay or construct a foul sewer in or on the Council's land which shall connect with the foul sewage pumping station situated in the land coloured purple on the plan annexed hereto".

NOTE: The land coloured purple referred to is hatched brown on the filed plan.

7. (09.02.1994) 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 CE127814 in green on the filed plan dated 23 December 1993 made between (1) The Council of the Borough of Middlesbrough (Council) and (2) Yuill Developments Limited (Purchasers)

"EXCEPT AND RESERVED as mentioned in the First Schedule hereto

There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto

THE FIRST SCHEDULE

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the site

2. The right for the Council and its successors in title (in common with the Purchaser and his successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid within 80 years from the date hereof in on or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title Number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the site and after completion of the development subject to there being

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sufficient capacity and subject to the Purchaser first approving the position of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

3. The right of the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Site but not under any dwellinghouse as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under title number CE34398 for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and its successors in title doing no unnecessary damage by such construction maintenance or entry and making good all damage thereby occasioned AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

4. THE right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the property the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE

1. The right to use the roads footpaths and pathways now or within eighty years from the date hereof laid out and vested in the council and included in Title Number CE34398 which serve the Site until they become public highways including but without limitation the road shown coloured blue on the plan annexed hereto

2. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate

3. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council pipes wires gutters and drains to connect into and to maintain and renew the pipes wires gutters and drains referred to in paragraph 2 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one months written notice to the Chief Economic Development and Planning Officer for the time being of the Council

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all

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damage occasioned thereby to the satisfaction in the case of roads of the Borough Engineer and Direct Services Officer of the Council and in the case of other land of the Council to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council

NOTE: The land coloured blue referred are the roads known as The Fairway and Turnberry Way.

8. (22.06.1994) 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 CE129170 in green on the filed plan dated 1 June 1994 made between (1) The Council of The Borough of Middlesbrough (Council) and (2) The Guinness Trust (London Fund) Founded 1890, Registered 1902 (Purchaser):-

"EXCEPT AND RESERVED as mentioned in the first schedule hereto

There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto

THE FIRST SCHEDULE

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Sites until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Sites

2. The right for the Council and its successors in title (in common with the Purchaser and his successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Sites as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

3. The right of the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Sites but not under any dwellinghouse as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under title number CE34398 for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and

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its successors in title doing no unnecessary damage by such construction maintenance or entry and making good all damage thereby occasioned AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Sites and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

4. THE right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the property the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Sites such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE

1. The right to enter upon so much of the land edged brown on the plan annexed hereto as is necessary to lay out and construct to the satisfaction of the Council's Borough Engineer and Direct Services Officer roads serving the Sites on the land shown hatched black on the plan annexed hereto

2. The right to use the roads footpaths and pathways now or within eighty years from the date hereof laid out on the land vested in the Council and included in title number CE34398 which serve the Sites until they become public highways including but without limitation the roads shown coloured blue on the plan annexed hereto and known as The Fairway and Turnberry Way and the road to be constructed on the land shown hatched black on the said plan in accordance with paragraph 1 above

3. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Sites the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Sites and any other part of the estate

4. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council pipes wires gutters and drains to connect into and to maintain and renew the pipes wires gutters and drains referred to in paragraph 3 of this Schedule in so far as they serve the Sites or are needed to serve the Sites upon giving one months written notice to the Chief Economic Development and Planning Officer for the time being of the Council

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all damage occasioned thereby to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council".

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NOTE 1: The land edged brown referred to is edged yellow on the filed plan in so far as it affects the land in this title.

NOTE 2: The land hatched black referred to is hatched blue on the filed plan.

9. (04.05.1995) 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 CE132747 in green on the filed plan dated 31 March 1995 made between (1) The Council of The Borough of Middlesbrough (Council) and (2) Lovell Partnerships (Northern) Limited (Purchaser)

"EXCEPT AND RESERVED the rights mentioned in the First Schedule hereto it being hereby expressly agreed and declared that such rights shall be for the benefit of the land transferred by a transfer of even date herewith made by the Council to the Guinness Trust (London Fund) Founded 1890 Registered 1902 comprising the land shown and edged with blue on the accompanying plan numbered M/102/30/72B ("the Guinness Trust Site")

2. (i) There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto together with the benefit of the rights excepted and reserved by the Council out of the said transfer of the Guinness Trust Site

(iii) The Council hereby assigns to the Purchaser the benefit of each and every covenant made by the Guinness Trust (London Fund) Founded 1890 Registered 1902 in respect of the Guinness Trust Site pursuant to the said transfer of even date herewith to the extent that the same relate to or affect the Site

THE FIRST SCHEDULE TO THE TRANSFER

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all estate roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Site

2. The right for the Council and its successors in title (in common with the Purchaser and his successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title Number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

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3. The right of the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Site (but not under any dwellinghouse then constructed or for which planning permission shall have been granted nor in the case of drains and sewers within three metres of any such dwellinghouse) as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under Title Number CE34398 for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and its successors in title doing no unnecessary damage by such construction maintenance or entry and forthwith making good all damage thereby occasioned AND PROVIDED that in any event the Council or its successors in title shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council or its successors in title proposes to lay or install such approval not to be unreasonably withheld or delayed

4. THE right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the Site street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site (but outside the curtilage and garden of any individual dwelling constructed) such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE TO THE TRANSFER

1. The right at all times and for all purposes to pass and repass (a) over and along the roads footpaths and pathways known or to be known as Turnberry Way and the Fairway leading from the entrance to the Site to Stainton Way (to the north/north east) and Brass Castle Lane (to the east) together with such road as may now or within 80 years from the date hereof be constructed from the Site to connect to such roads footpaths and pathways; and (b) over and along the roads footpaths and pathways now or within 80 years from the date hereof constructed on the Guinness Trust Site until (in each case) such roads and footpaths and pathways become public highways

2. The right (a) to construct a road (with all necessary footpaths pathways and verges) from the Site to the road known or to be known as Turnberry Way; and (b) to construct those parts of the roads shown on the plan numbered 840-10 annexed hereto situated on the Guinness Trust Site and (insofar as the Borough Engineer and Direct Services Officer of the Council in the exercise of his statutory functions deems necessary) to require the Council or its successors in title (as appropriate) as land owner to dedicate such road footpaths pathways and verges as public highway(s)

3. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and

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replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate of which the Site forms part PROVIDED THAT nothing in this Clause shall require the Purchaser to contribute towards the cost of maintaining and repairing any drains or sewers which are now or are intended to be maintained at the public expense

4. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council (such approval not to be unreasonably withheld or delayed) pipes wires gutters and drains to connect into and to maintain and renew the pipes wires gutters and drains referred to in paragraph 3 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one month's written notice to the Chief Economic Development and Planning Officer for the time being of the Council

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all damage occasioned thereby to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council".

NOTE 1: The land edged blue referred to comprises the land in Title CE132924 referred to below.

10. (16.05.1995) 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 CE132814 in green on the filed plan dated 24 March 1995 made between (1) The Council of The Borough of Middlesbrough (Council) and (2) Barratt Newcastle Limited (Purchaser)

"EXCEPT AND RESERVED as mentioned in the first schedule hereto and subject to all matters registerable in the Local Land Charges Registers or the Registers of any other competent authority

2. (i) There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto

THE FIRST SCHEDULE TO THE TRANSFER

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Site

2. The right for the Council and its successors in title (in common with the Purchaser and his successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all

A: Property Register continued

damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

3. The right of the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Site but not under any dwellinghouse as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under title number CE34398 for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and its successors in title doing no unnecessary damage by such constructions maintenance or entry and making good all damage thereby occasioned AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

4. THE right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the property the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE TO THE TRANSFER

1. The right to use the roads footpaths and pathways now or within eighty years from the date hereof laid out and vested in the Council and included in Title Number CE34398 which serve the Site until they become public highways

2. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in title Number CE64398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate

3. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order:-

(i) to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council pipes wires gutters and drains to connect into and to maintain and renew

A: Property Register continued

the pipes wires gutters and drains referred to in paragraph 2 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one months written notice to the Chief Economic Development and Planning Officer for the time being of the Council

(ii) to construct and maintain the access road and footpaths between Turnberry Way and the Site

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all damage occasioned thereby to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council"

11. (16.05.1995) 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 CE132819 in green on the filed plan dated 30 March 1995 made between (1) The Council of The Borough of Middlesbrough (Council) and (2) Cecil M. Yuill Limited (Purchaser)

"EXCEPT AND RESERVED as mentioned in the First Schedule hereto and subject to all matters registerable in the Local Land Charges Registers or the Registers of any other competent authority.

There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto

THE FIRST SCHEDULE to the Transfer

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Site

2. The right for the Council and its successors in title (in common with the Purchaser and his successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

3. The right of the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or

A: Property Register continued

under the Site but not under any dwellinghouse as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under title number CE34398 for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and its successors in title doing no unnecessary damage by such construction maintenance or entry and making good all damage thereby occasioned AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

4. The right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the property the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE to the Transfer

1. The right to enter the land to the south of the Site so far as is necessary to construct and thereafter maintain fencing on the southern boundary of the Site

2. The right to use the roads footpaths and pathways now or within eighty years from the date hereof laid out and vested in the Council and included in Title Number CE34398 which serve the Site until they become public highways

3. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate

4. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order (i) to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the council pipes wires gutters and drains to connect into and to maintain and renew the pipes wires gutters and drains referred to in paragraph 2 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one months written notice to the Chief Economic Development and Planning Officer for the time being of the Council (ii) to construct the access road and footpaths between Turnberry Way and the Site

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all damage occasioned thereby to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council."

A: Property Register continued

12. (26.05.1995) 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 CE132924 in green on the filed plan dated 31 March 1995 made between (1) The Council of The Borough of Middlesbrough (Council) and (2) The Guinness Trust (London Fund) Founded 1890 registered 1902 (Purchaser)

"EXCEPT AND RESERVED the rights mentioned in the First Schedule hereto it being hereby expressly agreed and declared that such rights shall be for the benefit of the land transferred by a transfer of even date herewith made by the Council to the Lovell Partnerships (Northern) Ltd comprising the land shown and edged with red on the accompanying plan numbered M/102/30/72B ("the Lovell Site")

2. (i) There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto together with the benefit of the rights excepted and reserved by the Council out of the said transfer of the Lovell Site

THE FIRST SCHEDULE TO THE TRANSFER

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all estate roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Site

2. The right for the Council and its successors in title (in common with the Purchaser and his successors in title and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title Number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install

3. The right of the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Site (but not under any dwellinghouse then constructed or for which planning permission shall have been granted nor in the case of drains and sewers within three metres of any such dwellinghouse) as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under Title Number CE34398 for the purpose of the future development of the whole or any parts thereof

A: Property Register continued

TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and its successors in title doing no unnecessary damage by such construction maintenance or entry and forthwith making good all damage thereby occasioned AND PROVIDED that in any event the Council or its successors in title shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council or its successors in title proposes to lay or install such approval not to be unreasonably withheld or delayed

4. THE right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the Site street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site (but outside the curtilage and garden of any individual dwelling constructed) such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE TO THE TRANSFER

1. The right at all times and for all purposes to pass and repass (a) over and along the roads footpaths and pathways known or to be known as Turnberry Way and the Fairway leading from the entrance to the Site to Stainton Way (to the north/north east) and Brass Castle Lane (to the east) together with such road as may now or within 80 years from the date hereof be constructed from the Site to connect to such roads footpaths and pathways; and (b) over and along the roads footpaths and pathways now or within 80 years from the date hereof constructed on the Lovell Site until (in each case) such roads and footpaths and pathways become public highways

2. The right to construct a road (with all necessary footpaths pathways and verges) from the Site to the road known or to be known as Turnberry Way and (insofar as the Borough Engineer and Direct Services Officer of the Council in the exercise of his statutory functions deems necessary) to require the Council as land owner to dedicate such road footpaths pathways and verges as public highway(s)

3. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate of which the Site forms part PROVIDED THAT nothing in this Clause shall require the Purchaser to contribute towards the cost of maintaining and repairing any drains or sewers which are now or are intended to be maintained at the public expense

4. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council (such approval not to be unreasonably withheld or delayed) pipes wires gutters and drains to connect into and to maintain and renew the pipes wires

A: Property Register continued

gutters and drains referred to in paragraph 3 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one month's written notice to the Chief Economic Development and Planning Officer for the time being of the Council

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's land and shall make good all damage occasioned thereby to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council".

NOTE : The land edged red referred to comprises the land in title CE132747 referred to above.

13. (13.10.1995) A Deed dated 11 October 1995 affecting the land tinted mauve on the filed plan relating to an Agreement dated 27 April 1995 made between (1) The Council of the Borough of Middlesbrough (2) Cecil M Yuil Yorkshire Limited (3) National House Building Council and (4) Midland Bank PLC pursuant to S.9 Open Spaces Act 1906.

NOTE: Copy filed.

14. (08.05.1996) 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 CE136475 in green on the filed plan dated 28 March 1996 made between (1) The Council of The Borough of Middlesbrough (Council) and (2) Kebbell Development Limited (Purchaser)

"EXCEPT AND RESERVED as mentioned in the first schedule hereto

There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto

THE FIRST SCHEDULE

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Site.

2. The right for the Council and its successors in title (in common with the Purchaser and its successors in title and all others having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Site as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of its adjoining land registered under Title number CE34398 together with all ancillary rights of entry as may reasonably be required the Council and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of dwellings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first

A: Property Register continued

approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposed to lay or install.

3. The right for the Council and its successors in title at any time hereafter to connect to and to construct lay and thereafter maintain such drains sewers pipes gas pipes and electricity cables and wires in or under the Site but not under any dwellinghouse as may be reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part or parts of the Council's adjoining land registered under title number CE34398 for the purpose of the future development of the whole or any parts thereof TOGETHER WITH such ancillary rights of entry as may be reasonably required the Council and its successors in title doing no unnecessary damage by such construction maintenance or entry and making good all damage thereby occasioned AND PROVIDED that in any event the Council shall only be able to exercise such rights if there shall be sufficient capacity for the Purchaser to fully develop the Site and after completion of the development subject to there being sufficient capacity and subject to the Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council proposes to lay or install.

4. THE right for the Council and all persons authorised by the Council including all statutory Undertakings their servants and licensees to maintain upon the property the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned.

THE SECOND SCHEDULE

1. The right to use the roads footpaths and pathways now or within eighty years from the date hereof laid out and vested in the Council and included in Title Number CE34398 which serve the Site until they become public highways.

2. The right at all times and for all purposes to pass and repass over and along the roads footpaths and pathways known or to be known as Turnberry Way and the Fairway leading from the entrance to the Site to Stainton Way (to the north/north east) and Brass Castle Lane (to the east) together with such road as may now or within 80 years from the date hereof be constructed from the Site to connect to such roads footpaths and pathways.

3. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion according to the number of dwellings served by the same of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate.

4. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Council's Director

A: Property Register continued

of Economic Development and Transportation or equivalent officer for the time being of the Council pipes wires gutters and drains to connect into and to maintain and renew the pipes wires gutters and drains referred to in paragraph 3 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one months written notice to the said officer for the time being of the Council.

5. The right to construct a road (with all necessary footpaths, pathways and verges) from the Site to the road known or to be known as Turnberry Way and (insofar as the Council's Director of Economic Development and Transportation or equivalent officer for the time being in the exercise of statutory functions on behalf of the highway authority deems necessary) to require the Council as land owner to dedicate such roads footpaths pathways and verges as public highway(s).

6. The right to enter the Council's adjoining land within two metres of any boundary of the Site so far as is necessary (and by the shortest practicable route) for the purpose of constructing and thereafter maintaining repairing and renewing fencing on any boundary of the site".

NOTE: The land transferred comprises the site referred to and the land remaining in this title comprises the adjoining land referred to.

15. (28.05.1996) 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 CE132773 in green on the filed plan dated 28 March 1995 made between (1) The Council of the Borough of Middlesbrough (2) Middlesbrough Golf Club Limited and (3) Wimpey Homes Holdings Limited:-

EXCEPT AND RESERVED to the Council and the Club jointly and severally the rights mentioned in the first schedule hereto

There is hereby granted to the Purchaser and its successors in title full right and liberty in common with the Council and the Club (insofar as the Council or the Club already enjoy such right or liberty but this clause shall not be construed as granting to the Council or the Club any rights over the land of the other which are not already enjoyed) and all other persons to whom like rights have been or may hereafter be granted the rights contained in the Second Schedule hereto

THE FIRST SCHEDULE TO THE TRANSFER

1. The right to connect into and pass and repass with or without vehicles at all times and for all purposes over all roads footpaths and pathways now or within eighty years from the date hereof laid out and constructed upon the Site until such time as the same have become public highways including but without limitation the roads footpaths and pathways to be constructed on the land coloured green on the plan annexed hereto the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned and the persons exercising such rights shall do so at their own risk during the carrying out of construction works on the Site

2. The right for the Council and the Club and their respective successors in title (in common with the Purchaser and its successors in title and all other persons having the like right):-

(i) To connect to and use all existing and future drains, sewers, pipes, gas pipes and electricity cables and wires now laid or to be laid within 80 years from the date hereof in or under the Site including but without limitation the drains and sewers to be laid in the land shown coloured green on the plan annexed hereto;

A: Property Register continued

(ii) To construct lay and thereafter maintain drains, sewers, pipes, gas pipes and electricity cables and wires in or under the Site together with all ancillary rights of entry as may reasonably be required and it is hereby agreed that such rights are subject to:-

(a) The rights being reasonably necessary for the purpose of supplying water gas and electricity to and draining water and soil from any part of the Council's adjoining land registered under Title No. CE34398 and/or any part of the Club's adjoining land comprised in the Club's root of title including in each case any future development of the whole or part thereof

(b) The Council and/or the Club and their successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned

(c) The payment of a fair and proper proportion according to the number of buildings served by the same of the cost from time to time of maintaining and renewing the said drains and sewers and branches thereof and the connection to the main sewers and

(d) The Purchaser first approving the positions of such drains sewers pipes gas pipes and electricity cables and wires which the Council and/or the Club proposes to lay or install such approval not to be unreasonably withheld or delayed save that the Purchaser shall in any event be entitled to withhold approval for the positioning of any drains sewers pipes gas pipes and electricity cables and wires under any dwellinghouse then erected on the Site or to be erected in accordance with plans approved by the Council and the Club as Vendors

3. THE right of the Council and all persons authorised by the Council including all Statutory Undertakings their servants and licensees to maintain upon the property the existing street name plates hydrants notices gas water and electricity board markers and any other street furniture and within 80 years from the date hereof to construct and thereafter maintain upon the Site such street name-plates hydrants notices gas water and electricity board markers and other street furniture as may be required to be exhibited together with all ancillary rights of entry as may reasonably be required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned

THE SECOND SCHEDULE TO THE TRANSFER

1. The right to use the roads footpaths and pathways now or within eighty years from the date hereof laid out and vested in the Council and included in Title Number CE34398 which serve the Site until they become public highways

2. The right to use connect into and maintain the pipes wires gutters and drains now or at any time within 80 years from the date hereof laid or running through under or over other parts of the land vested in the Council and included in Title Number CE34398 for the passage of gas water electricity or soil to and from the Site the person exercising the right contributing a fair proportion of the cost of cleaning repairing and replacing any pipe wire gutter or drain used in common for the benefit of the Site and any other part of the estate

3. The right to enter such other parts of the land vested in the Council and included in Title Number CE34398 as is necessary in order to construct and lay in a location to be agreed with the Borough Engineer and Direct Services Officer for the time being of the Council pipes wires gutters and drains to connect into and to maintain and renew the pipes

A: Property Register continued

wires gutters and drains referred to in paragraph 2 of this Schedule in so far as they serve the Site or are needed to serve the Site upon giving one months written notice to the Chief Economic Development and Planning Officer for the time being of the Council

PROVIDED that the person or persons exercising such rights shall make as little damage as possible to the Council's and/or the Club's land and shall make good all damage occasioned thereby to the reasonable satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council and the Secretary for the time being at the Club.

NOTE: The land coloured green referred to is the road known as Astbury included in title CE132773.

16. (22.05.1996) The land edged and numbered CE27706 in green on the filed plan has the benefit of but is subject to the following rights granted by a Transfer of land lying to the North East of the land in this title dated 15 November 1996 made between (1) Shepherd Homes (Yorkshire) Limited (Shepherds) and (2) The Council of The Borough of Middlesbrough (Council)

"the Council hereby grants to Shepherds the right for Shepherds their successors in title servants agents contractors tenants or licensees for the benefit of the land shown coloured pink hatched black on the plan annexed hereto and the land shown coloured blue edged yellow and in part hatched black on the said plan to connect with and use all roads footpaths cycleways services and sewers constructed (within eighty years from the date hereof so far as the same are capable of supporting such use) in or through (i) the land within title number CE116003 (excluding the land shown coloured blue edged yellow and in part hatched black on the plan annexed hereto which land is by this deed transferred to Shepherds) and (ii) the land shown coloured blue hatched black on the plan annexed hereto (which land is by this deed transferred to the Council) and (iii) the land shown coloured red on the said plan (which land is by this deed transferred to the Council).

Shepherds hereby grants to the Council the right for the Council its successors in title servants agents contractors tenants or licensees for the benefit of the land shown coloured blue hatched black on the annexed plan and the land shown coloured red on the said plan to connect with and use all roads footpaths cycleways services and sewers constructed (within eighty years from the date hereof so far as the same are capable of supporting such use) in or through (i) the land within title number CE27706 (excluding the land shown coloured blue hatched black on the plan annexed hereto and the land shown coloured red on the said plan which lands are by this deed transferred to the Council) and (ii) the land shown coloured pink hatched black on the plan annexed hereto (which land is by this deed transferred to Shepherds) and (iii) the land shown coloured blue edged yellow and in part hatched black on the said plan (which land is also by this deed transferred to Shepherds)".

NOTE: Copy plan in Certificate. Copy plan filed under CE27706.

17. (20.01.2004) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered CE174136 in green on the title plan and other land dated 22 December 2003 made between (1) The Council of the Borough of Middlesbrough and (2) New Leaf Supporting Independence Limited

NOTE: Copy filed under CE174136.

A: Property Register continued

18. (26.02.2004) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered CE174823 in green on the title plan dated 7 January 2004 made between (1) The Council of the Borough of Middlesbrough and (2) Bonnygrove Projects Limited.

NOTE: Copy filed under CE174823.

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. (25.05.1978) **PROPRIETOR(S)**: THE COUNCIL OF THE BOROUGH OF MIDDLESBROUGH of P.O. Box 99A, Municipal Buildings, Middlesbrough TS1 2QQ.

C: Charges Register

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

1. The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 25 August 1948 made between (1) The Middlesbrough Golf Club Limited (Vendor) (2) The National Provincial Bank Limited (3) Frederick Smith Fletcher and James Jones and (4) Maurice Armstrong and Norah Maud Armstrong (Purchaser):-

"RESERVING nevertheless to the Vendor a right of way over the portions of the said hereditaments coloured round with yellow on the said plan for the purposes of the playing of golf by its Members"

NOTE: The land coloured yellow referred to is tinted blue on the filed plan.

2. The land edged and lettered A in red on the filed plan is not affected by the rights reserved in the Conveyance dated 25 August 1948 referred to above.
3. The land is subject to the following rights granted by a Deed dated 11 February 1986 made between (1) The Council of the Borough of Middlesbrough and (2) Shepherd Homes Limited:-

"The Council has agreed to grant the said rights

"The said rights" means the rights described in the first schedule to this deed

THE FIRST SCHEDULE

DESCRIPTION OF RIGHTS GRANTED

C: Charges Register continued

1. The right to lay and use the sewers and manholes in the easement land in the positions shown by the red and blue lines and solid black circles on the plan number M102/30/12 and in accordance with the planning and building regulation approvals

2. Until such time as the sewers become maintainable at public expense the right at any time or times to enter so far as may be necessary with or without workmen and other agents and vehicles upon the easement land or any part thereof to inspect repair remove or relay the sewers and manholes and to execute and do there all such works and things as may be necessary or proper for any of the purposes hereinbefore mentioned or referred to and to make good or compensate the Council for any damage including loss of crops caused by the exercise of this right"

NOTE 1: The red and blue lines with solid black circles which represent sewers have been reproduced on the filed plan.

NOTE 2: The easement land referred to is land within the limits of three metres on either side of the centre line of the sewers and has been tinted pink and hatched brown on the filed plan.

4. The Deed dated 11 February 1986 referred to above contains the following covenants by the Council:-

"The Council (to the intent and so as to benefit and protect the said rights) hereby covenants with Shepherds that the Council will at all times hereafter perform and observe the restrictions and stipulations contained in the third schedule to this deed

THE THIRD SCHEDULE

RESTRICTIONS AND STIPULATIONS TO BE OBSERVED AND PERFORMED

BY THE COUNCIL

1. Not to construct any building or carry out any works excluding roads and footpaths or plant or have planted any trees or shrubs on the easement land

2. Not to do anything upon the easement land which will restrict the exercise of the said rights or damage the sewers or prevent the flow of water through the sewers"

5. The land is subject to the following rights granted by a Deed dated 16 November 1989 made between (1) The Council of the Borough of Middlesbrough (2) Shepherd Homes Limited (3) Shepherd Homes (Yorkshire) Limited and (4) Joseph Sarkis Maximous:-

"the Council as beneficial owner hereby grants unto Shepherds and Shepherds Yorkshire ALL the further rights TO HOLD the same unto Shepherds and Shepherds Yorkshire in fee simple

THE FIRST SCHEDULE

Description of the further rights granted

The right to use the sewers and the right to connect to the sewers the foul sewage and surface water drainage systems now or within eighty years of the date hereof constructed to serve the land and all buildings now or within eighty years of the date hereof erected thereon or on some part thereof and the right to pass through the sewers foul sewage and surface water to the intent that in so far as any land or building capable of benefiting by this grant is now or shall not within eighty years of the

C: Charges Register continued

date hereof be in the ownership or either Shepherds or Shepherds Yorkshire the Council shall upon being made either by Shepherds or Shepherds Yorkshire grant to the owner or owners of the whole or part thereof for no consideration and at no cost to the Council rights equivalent to the rights hereinbefore granted to Shepherds and Shepherds Yorkshire"

NOTE: the land referred to lies to the North East of the land in this title.

6. (25.01.1995) The land is subject to the following rights granted by a Deed of Grant dated 16 January 1995 made between (1) The Council of The Borough of Middlesbrough (Council) and (2) Cecil M Yuill Yorkshire Limited (Purchaser):-

"THE COUNCIL OF THE BOROUGH OF MIDDLESBROUGH ("the Council") hereby grants to CECIL M YUILL YORKSHIRE LIMITED ("the Purchaser") for the benefit of the Purchasers adjoining land edged red on the plan annexed hereto the right to lay and construct and thereafter maintain and renew as necessary a foul sewer in the Council's land which is included in the Title Number above-mentioned and shown by a blue line on the plan annexed hereto together with all ancillary rights of entry to the Council's land as may reasonably be required upon giving one month's written notice to the Chief Economic Development and Planning Officer for the time being of the Council (save in case of emergency).

The Purchaser shall in exercising the above rights make as little damage as possible to the Council's land and shall make good all damage occasioned to the satisfaction of the Chief Economic Development and Planning Officer for the time being of the Council".

NOTE 1: The Purchaser's adjoining land edged red referred to is registered under CE127812 as shown edged in green and so numbered on the filed plan.

NOTE 2: The blue line referred to is shown by a mauve line on the filed plan.

7. (30.03.1995) The land tinted brown on the filed plan is subject to the following rights granted by a Transfer of the land edged and numbered CE132405 in green on the filed plan dated 16 March 1995 made between (1) The Council of the Borough of Middlesbrough (Transferor) and (2) Northern Electric Plc (Transferee):-

"TOGETHER WITH the right for the Transferee to enter the land coloured brown on the plan attached hereto for the purpose of constructing and maintaining an access route over the land coloured brown such access to be constructed from materials and to specifications to be approved by the Borough Engineer and Direct Services Officer AND TOGETHER WITH the right for the Transferee its servants and agents at all times and for all purposes with or without vehicles plant and equipment to pass and repass over the said land coloured brown AND TOGETHER ALSO WITH the right for the Transferee to lay maintain renew repair remove and use underground electric cables (hereinafter called "the electric lines") in the adjoining land of the Transferor in the positions coloured brown on the said plan (hereinafter called "the cable reserve") AND TOGETHER ALSO WITH full right and liberty for the Transferee to enter upon the adjoining land of the Transferor on giving reasonable notice to the Transferor except in cases of emergency for the purpose of constructing maintaining repairing renewing altering or replacing an electricity substation building on the land hereby transferred doing as little damage as possible to the adjoining land and making good any damage which may be caused AND TOGETHER ALSO WITH full right and liberty for the Transferee

C: Charges Register continued

to construct and use ventilators in the said building erected or to be erected upon the land hereby transferred in the positions shown by blue crosses on the said plan with right for such ventilators to enter the air space of the Transferor's adjoining land AND TOGETHER ALSO WITH full right and liberty for the Transferee to connect into and use all existing and future drains sewers and pipes now constructed or laid or to be constructed or laid within 80 years from the date hereof on the adjoining land of the Transferor".

The said Transfer also contains the following covenants by the Transferor:-

"THE Transferor hereby covenants with the Transferee to the intent that the burden of this covenant may run with and bind the Transferor's adjoining land coloured brown on the plan annexed hereto and each and every part thereof into whosoever hands the same may come and to the further intent that the benefit of this covenant may be annexed to and enure for the protection and benefit of the Transferee's property and undertaking and the said rights and liberties and each and every part thereof in manner following that is to say:-

(a) that the Transferor will not at any time do or suffer to be done upon the said land any act or thing which may interfere with damage endanger or cause a leakage of electricity from the electric lines or impede the Transferee's access thereto

(b) that in particular and without prejudice to the generality of the provisions contained in sub-clause (a) of this Clause:-

(i) nothing shall be brought or permitted to be brought into contact with the electric lines or so near thereto as to cause a leakage of electricity therefrom

(ii) no buildings stacks or structures shall be erected or placed or permitted to be erected or placed on over or under the cable reserve

(iii) no articles materials or things shall be placed or deposited or permitted to be placed or deposited on over or under the cable reserve

(iv) no trees or bushes shall be planted or allowed to grow or be permitted to be planted or allowed to grow on over or under the cable reserve

(v) the level of the surface of the cable reserve shall not be altered or permitted to be altered

(vi) no concrete or similar substance shall be laid or permitted to be laid on over or under the cable reserve

(c) that the Transferor will at all times keep the Transferee indemnified against all actions proceedings claims demands costs charges and expenses arising out of death injury loss or damage occurring to any person or to any property which shall be occasioned by any breach of the foregoing covenants or by the act neglect or default of the Transferor or its tenants or the servants contractors agents licensees or invitees of the Transferor or of such tenants and the Transferor will make good to the Transferee any such loss or damage of or to the property of the Transferee

.....

THE Transferor hereby covenants with the Transferee that it the Transferor for itself and its successors will not obstruct or interfere

C: Charges Register continued

with the air space within a distance of one metre of the north easterly boundary of the said land so as to effect the free flow of air to and from the said ventilators".

NOTE: The land coloured brown referred to is tinted brown on the filed plan and the blue crosses referred to have been reproduced on the filed plan.

8. (13.10.1995) A Deed dated 11 October 1955 affecting the land tinted mauve on the filed plan relating to an Agreement dated 27 April 1995 made between (1) The Council of The Borough of Middlesbrough (2) Cecil M Yuill Yorkshire Limited (3) National House Building Council and (4) Midland Bank PLC pursuant to S.9 Open Spaces Act 1906.

NOTE: Copy filed.

9. (04.01.1996) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 28 December 1995 made between (1) The Council of The Borough of Middlesbrough (Grantor) and (2) Northern Electric PLC (Company):-

"Grantor hereby grants to the Company with full title guarantee FULL RIGHT AND LIBERTY to erect lay place use maintain inspect repair renew and remove electric lines and apparatus (including in particular poles struts and stays) associated therewith (which lines and apparatus are hereinafter called "the electric lines") in under over and upon the said land in the approximate positions shown on the said plan annexed hereto in accordance with the Schedule hereto (that portion of the electric lines shown by red colouring on the said plan being hereinafter called "the overhead lines" and that part of the said land which is shown coloured green and the width of which is indicated on the said plan being hereinafter called "the cable reserve") AND ALSO FULL RIGHT AND LIBERTY for the Company and all persons authorised by it with or without vehicles plant and equipment from time to time and at all times hereafter to enter upon the said land for all purposes in connection with the electric lines AND ALSO FULL RIGHT AND LIBERTY for the Company and all persons authorised by it to lop trim fell or remove any bush or tree (including the roots thereof) which may interfere with or endanger the electric lines or impede the Company's right of access thereto TO HOLD the rights and liberties hereby granted unto the Company in fee simple to the intent that the same shall be appurtenant to and for the benefit of the Company's undertaking and all such lands and hereditaments owned and occupied by the Company for the purposes of its undertaking as are accommodated by the said rights and liberties and to each and every part of such lands and hereditaments.

THE SCHEDULE before referred to

1. The land shown coloured green indicates the cable reserve of one metre width and in and under which underground electric lines may be placed
2. A red line indicates the centre line in still air of two or more overhead conductors
3. A red dot indicates a single pole
4. A red "T" indicates a stay or strut."

The said Deed also contains the following covenants by the Grantor

"THE Grantor hereby covenants with the Company to the intent that the burden of this covenant may run with and bind the said land and each and

C: Charges Register continued

every part thereof into whosoever hands the same may come and to the further intent that the benefit of this covenant may be annexed to and enure for the protection and benefit of the Company's property and undertaking and the said rights and liberties and each and every part thereof in manner following that is to say:

(a) that the Grantor will not at any time do or suffer to be done upon the said land any act or thing which may interfere with damage endanger or cause a leakage of electricity from the electric lines or impede the Company's access thereto

(b) that in particular and without prejudice to the generality of the provisions contained in sub-clause (a) of this Clause:

(i) no buildings stacks or structures shall be erected or placed or permitted to be erected or placed under or within a distance of 10 metres of the centre line of the overhead lines

(ii) no articles materials or things shall be placed or deposited or permitted to be placed or deposited under or within a distance of 10 metres of the centre line of the overhead lines

(iii) no trees or bushes shall be planted or allowed to grow or be permitted to be planted or allowed to grow under or within a distance of 10 metres of the centre line of the overhead lines

(iv) the level of the surface of the land under or within a distance of 10 metres of the centre line of the overhead lines shall not be altered or permitted to be altered

(v) no works shall be carried out or permitted or excavations made or allowed which may endanger the stability or anchorages of any tower mast pole strut or stay

(vi) nothing shall be brought or permitted to be brought into contract with the electric lines or so near thereto as to cause a leakage of electricity therefrom

(vii) no buildings stacks or structures shall be erected or placed or permitted to be erected or placed on over or under the cable reserve

(viii) no articles materials of things shall be placed or deposited or permitted to be placed or deposited on over or under the cable reserve

(ix) no trees or bushess shall be planted or allowed to grow or be permitted to be planted or allowed to grow on over or under the cable reserve

(x) the level of the surface of the cable reserve shall not be altered or permitted to be altered

(xi) no concrete or similar substance shall be laid or permitted to be laid on over or under the cable reserve

(c) that the Grantor will at all times keep the Company indemnified against all actions proceedings claims demands costs charges and expenses arising out of death injury loss or damage occurring to any person or to any property which shall be occasioned by any breach of the foregoing covenants or by the act neglect or default of the Grantor or its tenants or the servants contractors agents licensees or invitees of the Grantor or of such tenants and the Grantor will make good to the Company any such loss or damage of or to the property of the Company

C: Charges Register continued

IN this Deed the expression "within a distance of 10 metres of the centre line of the overhead lines "means" within a lateral distance of 10 metres of the centre line of the overhead conductors in still air" wherever it occurs."

NOTE 1: The cable reserve coloured green referred to is shown by a brown broken line on the filed plan.

NOTE 2: The red line referred to is shown by a blue broken line on the filed plan, so far as it affects the land in this title.

NOTE 3: The red dot's and the red "T"s referred to have been reproduced in blue on the filed plan so far as they affect the land in this title.

10. (13.10.1995) A Deed dated 14 March 1996 affecting the land cross hatched in brown on the filed plan relating to an Agreement dated 14 March 1996 made between (1) The Council of The Borough of Middlesbrough (2) The Guinness Trust (London Fund) founded 1890 and (3) The Housing Corporation pursuant to S.9 Open Spaces Act 1906.

NOTE: Copy filed.

11. (28.05.1996) The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered CE136658 in green on the filed plan dated 22 May 1996 made between (1) The Council of the Borough of Middlesbrough (Transferor) and (2) Northern Electric Plc (Transferee):-

"TOGETHER WITH the right for the Transferee its servants and agents at all times and for all purposes with or without vehicles plant and equipment to pass and repass over and along the roads of the Transferor between the said property and a highway maintainable at the public expense and over the land coloured brown AND TOGETHER ALSO WITH the right for the Transferee to lay maintain renew repair remove and use underground electric cables (hereinafter called "the electric lines") in the adjoining land of the Transferor in the positions coloured brown on the said plan (hereinafter called "the cable reserve") AND TOGETHER ALSO WITH the right for the Transferee to open the doors of the substation over the land shown coloured brown on the plan AND TOGETHER ALSO WITH the right to connect into and thereafter use repair and maintain the drains and the drainage systems which are in the Transferee's adjoining land".

The said Transfer also contains the following covenants by the Transferor:

"THE Transferor hereby covenants with the Transferee that it the Transferor will indemnify the Transferee against all actions costs claims and demands in respect of any road or street charges for which the Transferee as owner of the said property may now or hereafter become liable as such owner

THE Transferor hereby covenants with the Transferee to the intent that the burden of this covenant may run with and bind the Transferor's adjoining land and each and every part thereof into whosoever hands the same may come and to the further intent that the benefit of this covenant may be annexed to and enure for the protection and benefit of the Transferee's property and undertaking and the said rights and liberties and each and every part thereof in manner following that is to say:-

(a) that the Transferor will not at any time do or suffer to be done upon the said land any act or thing which may interfere with damage endanger or cause a leakage of electricity from the electric lines or impede the Transferee's access thereto

C: Charges Register continued

(b) that in particular and without prejudice to the generality of the provisions contained in sub-clause (a) of this Clause:-

(i) nothing shall be brought or permitted to be brought into contact with the electric lines or so near thereto as to cause a leakage of electricity therefrom

(ii) no buildings stacks or structures shall be erected or placed or permitted to be erected or placed on over or under the cable reserve

(iii) no articles materials or things shall be placed or deposited or permitted to be placed or deposited on over or under the cable reserve

(iv) no trees or bushes shall be planted or allowed to grow or be permitted to be planted or allowed to grow on over or under the cable reserve

(v) the level of the surface of the cable reserve shall not be altered or permitted to be altered

(vi) no concrete or similar substance shall be laid or permitted to be laid on over or under the cable reserve

(c) that the Transferor will at all times keep the Transferee indemnified against all actions proceedings claims demands costs charges and expenses arising out of death injury loss or damage occurring to any person or to any property which shall be occasioned by any breach of the foregoing covenants or by the act neglect or default of the Transferor or its tenants or the servants contractors agents licensees or invitees of the Transferor or of such tenants and the Transferor will make good to the Transferee any such loss or damage of or to the property of the Transferee".

NOTE: The land coloured brown referred to is tinted brown on the filed plan.

12. (29.08.1996) An Agreement affecting the land tinted yellow on the filed plan dated 13 June 1996 made between (1) Barratt Newcastle Limited (2) The Council of the Borough of Middlesbrough and (3) The National House Building Council made pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 contains restrictive conditions.

NOTE: Copy filed.

13. (11.04.1997) An Agreement affecting the land hatched yellow on the filed plan dated 17 November 1995 made between (1) Wimpey Homes Holdings Limited (2) The Council of the Borough of Middlesbrough and (3) National House Building Council made pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 contains restrictive conditions.

NOTE: Copy filed.

14. (13.05.1997) An Agreement affecting the land edged mauve on the filed plan dated 29 January 1996 made between (1) The Guinness Trust (London Fund) Founded 1890 Registered 1902, (2) The Council of the Borough of Middlesbrough and (3) The Housing Corporation made pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 contains restrictive conditions.

NOTE: Copy filed.

C: Charges Register continued

15. (13.05.1997) An Agreement affecting the land edged brown on the filed plan dated 30 July 1996 made between (1) Cecil M. Yuill Limited, (2) The Council of the Borough of Middlesbrough and (3) The National House Building Council made pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 contains restrictive conditions.

NOTE: Copy filed.

16. (18.06.2001) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 5 April 2001 made between (1) The Council of the Borough of Middlesbrough and (2) Cecil M Yuill Limited:-

"the Grantor grants the limited title guarantee for the benefit of the Grantees land and premises and to Northumbrian Water from the date that the Works are adopted as a public sewer pursuant to the Adoption Agreement or otherwise to the intent that the Rights shall be appurtenant to all lands owned and occupied by Northumbrian Water and to its entire Sewerage Undertaking and to each and every part thereof the following perpetual easements rights powers and privileges:-

1.1 the right of laying placing and leaving the Works beneath and in the Easement Land and thereafter of using inspecting reconstructing replacing enlarging lining relaying altering maintaining cleansing repairing improving and managing the Sewer with the right at all times to the uninterrupted passage of sewage and foul and surface water through the same

1.2 the right at any time or times hereafter to inspect and examine the state of repair or other condition of the Works or any of them or any part thereof respectively and to repair amend cleanse or otherwise restore or rectify the same (with the right for any such purpose to take up and remove and to relay or otherwise replace the same respectively) or to substitute therefor any new or other articles of the same or a like description and to be maintained and used in the like manner and with the like rights

1.3 the right at any time or times hereafter to enter so far as may be necessary and either with or without workmen and other agents and vehicles and apparatus of any kind upon the Easement Land and the Grantors adjoining land or any part thereof and to execute and do there all such works and things as may be necessary or proper for any of the purposes hereinbefore mentioned or referred to making good any damage thereby caused or occasioned to the reasonable satisfaction of the Grantor

1.4 the right of support for the Works from the subjacent land and soil including minerals (if any) of the Grantor

1.5 whilst conducting works upon the Easement Land the right to erect any necessary temporary fencing or other barrier upon the Easement Land thereafter removing such temporary fencing or barrier as soon as practicable after such works are completed making good any damage thereby caused or occasioned to the reasonable satisfaction of the Grantor

.....

"the Sewer" means the sewer shown by a blue and/or brown line on the Plan

"the Easement Land" means the land which measures three and a half metres on either side of the centre line of the Sewer laid in the location briefly described in paragraph 5 of the Schedule and which for the

C: Charges Register continued

purposes of identification only is coloured yellow on the Plan

"the Works" means the Sewer valves chambers manholes and other appliances and works in connection with the Sewer

"the Adoption Agreement" means the agreement referred to in recital (5) of this Deed" and is dated 24 May 1996.

NOTE :- The sewer coloured brown and blue and the easement land coloured yellow referred to are shown by a red broken line and by cross hatching in blue respectively on the filed plan.

The said deed also contains the following covenants by the grantor:-

"THE Grantor to the intent that the burden of this covenant may run with the Easement Land and so as to bind the Easement Land into whosoever hands the same may come and every part thereof and to benefit and protect the Works and the Rights and each and every part thereof but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur HEREBY COVENANTS with the Grantee that the Grantor will at all times hereafter observe perform and enforce the following restrictive and other covenants in respect of the Easement Land:-

2.1 not to use the Easement Land or the adjoining land so as to damage the Sewer or any manhole or chamber on the Sewer or to interfere with the Rights

2.2 not to erect any buildings walls or other structure on the Easement Land other than roads driveways and reasonable boundary fences but only after plans and specifications shall have first been approved by the Grantee and not to carry out any other development thereon

2.3 not to lay or permit to be laid in over or upon the Easement Land any sewers drains pipes conduits cables ducts wires or other similar services without the prior written consent of the Grantee

2.4 not to use the Easement Land except for agricultural or horticultural purposes or as open space or for roads and services

2.5 not to plant trees hedges shrubs or erect non-boundary fences on the Easement Land

2.6 not to alter the original level of the surface of the Easement Land

2.7 not to cover or obscure any manholes or chambers which form part of the Sewer

2.8 not to allow any piling operation in the Easement Land without the consent of the Grantee".

END OF REGISTER

NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.