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Official copy of register of title

Title number TY256428

Edition date 20.09.2017

- This official copy shows the entries on the register of title on 09 JUN 2020 at 16:11:01.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Jun 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

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

TYNE AND WEAR : GATESHEAD
TYNE AND WEAR : SOUTH TYNESIDE

- 1 (30.05.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North and South of Whinny Lane, Hebburn.
- 2 (30.05.1991) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (30.05.1991) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 4 January 1991 referred to in the Charges Register:-

"THE BOARD as Beneficial Owners HEREBY CONVEY and GRANT unto the Executive:-

(1) all pipes wires cables and other works on over or under the adjoining or neighbouring lands of the Board (hereinafter called "the retained lands of the Board") now used exclusively for the benefit of the Property adjoining those lands;

(2) rights for the Executive exercisable subject to and in accordance with the Works and Access Code contained in the Schedule to the Phase VIB Agreement ("the Code"):-

(a) to maintain repair cleanse use reconstruct alter and remove any such pipes wires cables and works as are referred to in paragraph (1) of this clause;

(b) to enter upon the retained lands of the Board for the purpose of maintaining repairing renewing reinstating or altering any fences walls railway banks abutments or retaining walls bridges subways tunnels or other works forming part of the Property;

(3) rights of passage through and user of any pipes wires cables and other works now used for the benefit of the Property and the retained lands of the Board together with rights of entry exercisable subject to and in accordance with the Code for the purpose of cleansing repairing and renewing the same.

A: Property Register continued

6. (1) THERE are not included in this Conveyance:-

(c) (except as herein specifically provided for) any defined right of way over the retained lands of the Board:

(d) any easement or right of light or air or (except as otherwise herein provided) any other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under it for building or any other purpose of the retained lands of the Board (whether intended to be retained or to be sold by the Board).

(2) THERE are reserved to the Board:-

(a) subject to Clause 7(2) and Clause 9(B) hereof the right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erections now standing or hereafter to be erected on any part of the retained lands of the Board in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the retained lands of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right:

(b) the right of support from the Property as existing for the retained lands of the Board:

(c) all pipes wires cables and other works on over or under the Property now used exclusively for the benefit of the retained lands of the Board:

(d) the right exercisable subject to and in accordance with the Code to maintain repair cleanse use reconstruct alter and remove any such pipes wires cables and works as are referred to in sub-paragraph (c) of this paragraph:

(e) rights of passage through and user of any other pipes wires cables and other works now used for the benefit of the retained lands of the Board together with rights of entry exercisable subject to and in accordance with the Code for the purpose of cleansing repairing and renewing the same:

(f) the right exercisable subject to and in accordance with the Code to enter upon the Property for the purpose of maintaining repairing renewing reinstating or altering any fences walls railway banks abutments or retaining walls bridges or other works of the Board on the retained lands of the Board.

7 (2) EXCEPT as provided in Clause 6(1)(a) hereof there are included in this Conveyance all existing rights of the Board for the support of the Property including the right of support for the Property from the retained lands of the Board.

(3) WITHOUT prejudice to the generality of the foregoing paragraphs the rights and obligations therein mentioned include all rights and obligations:-

(a) relating to any bridges and tunnels and other works including structural and supporting works comprised in the Property;

(b) under Sections 117 118 120 and 122 of the Transport Act 1968;

(c) in respect of gas water and electricity services to the Property or hitherto supplied by the Board to third parties pursuant to some contractual or statutory obligation.

8. THE PROPERTY is conveyed and confirmed unto the Executive:-

Subject to and with the benefit of (as the case may be) any agreements between the Board and the local highway authority relating to the maintenance of bridges on over or under the Property but without recourse by the Executive to any commuted sum hitherto paid by such highway authority to the Board in respect of liability for maintenance of any such bridges:

A: Property Register continued

(d) Subject to the rights of the North Eastern Electricity Board in their electricity cables and associated apparatus on over or under the Property:

(e) Subject to the advertising hoardings on the Property:

(f) Subject to the apparatus of statutory water and gas undertakers and sewerage and land drainage authorities laid in or on or attached to the Property and to all rights of such undertakers or authorities relating thereto:

(g) Subject to all rights of way (whether public or private) affecting any bridge level crossing roadway or footpath on the Property.

Subject to the South Tyneside No.12 Smoke Control Order 1982

THE BOARD and the Executive HEREBY MUTUALLY GRANT to the other the rights exercisable subject to and in accordance with the Code to enter upon any adjoining or neighbouring land or works of the other party:-

(a) for the purpose of inspecting maintaining repairing cleansing using reinstating renewing altering or removing any works or installations of that one of the parties on or over land of the other party:

(b) for the purpose of the carrying out by that one of the parties of any operation for the maintenance repair cleansing or reconstruction of any fences drains pipes wires cables bridges or works of the other party which is reasonably required for the safety or security of the railway of that one of the parties in default of the carrying out by the other party of its obligations hereunder relating to such operation after reasonable notice given to that one of the parties:

(c) for the purpose of executing works or providing installations for which such a right is reasonably required for the purposes of the transport undertaking of that one of the parties whether or not such works or installations are or are to be situated on land of the other party:

(d) for any other purpose for which such a right is required for the exercise of rights reserved or granted by this Deed.

(2) WITHOUT prejudice to the generality of paragraph (1) of this clause IT IS HEREBY DECLARED that the works and installations referred to in sub-paragraphs (a) and (b) thereof include such works installations equipment and apparatus as may be necessary or convenient for the purposes of the electrification of the Board's retained railways."

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (30.05.1991) PROPRIETOR: TYNE & WEAR PASSENGER TRANSPORT EXECUTIVE of Nexus House, St James Boulevard, Newcastle Upon Tyne NE1 4AX.
- 2 (30.05.1991) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless the solicitor to the proprietor certifies that it is made in accordance with the Transport Act, 1968 or some other Act or authority.
- 3 (20.09.2017) RESTRICTION: No disposition of the part of the registered estate shown by blue tint on the title plan, by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Miller Homes Limited or a conveyancer that the provisions of Clause 9.2 of an Agreement dated 15 September 2017 made between (1) The Council of the Borough of South Tyneside Council and (2) Miller Homes Limited have been complied with.

C: Charges Register

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

- 1 (30.05.1991) An Agreement dated 14 January 1924 made between (1) The London and North Eastern Railway Company and (2) Hebburn Urban District Council relates to a sewer.

NOTE: Copy filed.

- 2 (30.05.1991) An Agreement dated 9 October 1934 made between (1) The London and North Eastern Railway Company and (2) Hebburn Urban District Council relates to a sewer.

NOTE: Copy filed.

- 3 (30.05.1991) A Conveyance of the land in this title and other land dated 4 January 1991 made between (1) British Railways Board and (2) Tyne and Wear Passenger Transport Executive contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 4 January 1991 referred to in the Charges Register:-

"9. (A) FOR the benefit and protection of such part of the retained lands of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be the Executive and its successors in title owners for the time being of the Property or any part thereof in whosoever hands the same may come the Executive HEREBY COVENANT with the Board as follows:-

(1) Not at any time -

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining its approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose to erect or add to any building or structures or execute any works on any part of the Property within a distance of 20 feet of the Board's retained lands and works

(2) Not to win work or get or allow to be won worked or gotten any mines or minerals belonging to the Executive and which lie within 50 yards of the retained lands of the Board

THE Executive HEREBY COVENANTS with the Board to repair and maintain:-

(a) any accommodation and other works (including fencing) made for the accommodation of third parties as owners or occupiers of the land adjoining the Property under Section 68 of the Railways Clauses Consolidation Act 1845 or other similar provision; and

(b) all bridges tunnels retaining and other walls embankments and cuttings fences ditches drains culverts roads paths gates crossings stiles and other structures and works situated on the Property:

for the maintenance of which in relation to the Property the Board can in any way be held liable and the provisions for indemnity in Clause 12(1)(a) hereof shall apply in respect of any such liability

12. IT IS HEREBY AGREED AND DECLARED that except as otherwise expressly provided by this Deed

(1) (a) the Executive shall save harmless and indemnify the Board from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Board may at any time incur or which may be made against the Board arising from any such liability as is specified in Clause 11(1) hereof and any act neglect or default of the Executive in relation to its obligations hereunder and in the exercise of any specified right to which the Code is applicable:

Schedule of restrictive covenants continued

(b) the Board shall save harmless and indemnify the Executive from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Executive may at any time incur or which may be made against the Executive arising from any act neglect or default of the Board in relation to its obligations hereunder and in the exercise of any specified right to which the Code is applicable:

PROVIDED THAT in either case the party indemnified shall give to the party indemnifying reasonable notice of any claim or demand in respect of which a liability to indemnify may arise and no settlement or compromise thereof shall be made without the prior consent of the party indemnifying:

(2) the carrying on by the Board of its railway undertaking on the retained lands of the Board in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the Property or any part thereof as Beneficial Owners nor to be in derogation of its grant:

(3) except as otherwise expressly provided by this Deed or as may be necessarily implied hereby all other agreements or arrangements now subsisting between the Board the Executive remain in force including all rights and liabilities under Section 40 of the Act of 1973:

(4) nothing in this Deed shall prevent the Board and the Executive from entering into and carrying into effect agreements with one another from time to time for the maintenance and repair by one party hereto of stations tunnels bridges buildings works structures apparatus conveniences or railway equipment belonging to or used by the other party hereto (whether as agents for that other party or otherwise) and the provisions of this Deed shall have effect as between the Board and the Executive but not otherwise subject to the terms of any such agreements.

13. THE Board and the Executive HEREBY MUTALLY COVENANT:-

(1) regularly to clean and maintain free flowing their respective drains or parts of drains in or on their own railways where such railways are adjacent to the railways of the other party hereto and neither of the parties hereto shall make any additions or alterations to their drainage system or any part thereof as existing from time to time except in accordance with the Code:

(2) that if either of the parties hereto propose to install or make alterations to any railway equipment used for the purposes of any railway owned or used by that party which would cause or be likely to cause interference with electrical or electronic apparatus or equipment owned or used by the other party hereto the first mentioned party shall consult with the other party for the purpose of agreeing with it whether any and if so what precautions should be taken for the prevention of such interference and in any case where such precautions are necessary the first mentioned party shall not instal or make the alterations to the said railway equipment except in accordance with the Code:

(3) that neither of the parties hereto shall employ or allow cathodic protection of any equipment without the prior consent in writing of the other party in accordance with the Code which consent shall not be unreasonably withheld:

(4) (a) The Executive shall maintain and when necessary renew in a satisfactory manner adequate fencing along the side of the rapid transit railway farthest from the Board's railway and the Board shall maintain and when necessary renew in a satisfactory manner adequate fencing along the side of its railway farthest from the rapid transit railway

(b) Nothing in sub-paragraph (a) of this paragraph shall affect the rights of entry of either party upon the land of the other under clause 5(2)(b) or clause 5(3) or clause 6(2)(e) or (f) or clause 10 hereof

Schedule of restrictive covenants continued

(5) that neither party shall erect a fence or other obstruction in the land between the two railways without prior consent in writing of the other party

(6) that neither party shall alter or amend its railway so as to reduce the clearance between that railway and the adjoining railway of the other party without the prior consent in writing of the other party

14. THE Executive HEREBY COVENANTS with the Board AND IT IS HEREBY AGREED AND DECLARED as follows:-

(1) The Executive shall not dismantle any length of the railways comprised within the Property without first giving to the Board written notice of its desire to dismantle and affording to the Board a period of six months in which to make representations to the Executive concerning its proposals

(2) At the request of the Board notified in writing to the Executive within the period of six months after the giving by the Executive of notice to the Board under paragraph (1) of this clause the Executive shall transfer to the Board such part or parts as the Board may require of the length of railway which is the subject of a notice served under that paragraph together with the supporting formation free of charge but on the basis that the Executive shall transfer to the Board and the Board shall assume the statutory and contractual rights and obligations relating thereto and pay to the Executive such a sum as the parties shall agree (or in the case of failure to agree as an arbitrator shall decide) as representing:-

(a) the Executive's loss of profit from business ancillary to the railway (such loss to be specifically due to such transfer); and

(b) the loss of rental from properties let out at the date of the said notice:

PROVIDED THAT in the event of the Board being dissatisfied with the arbitrator's decision it shall be at liberty to give notice to the Executive within two months of the taking up of the arbitrator's award that it no longer requires such parts of the railway to be transferred to it and thereupon the Executive shall be at liberty to dismantle the same as it thinks fit.

(3) (a) Without prejudice to the foregoing provisions of this clause neither party hereto shall part with possession or otherwise dispose of land which adjoins the land of the other party or which is affected by an easement in favour of the other party without the prior consent in writing of the other party

(b) If the other party refuses its consent to such a disposal then if the party wishing so to dispose of land so wishes the other party shall accept the conveyance or transfer to it without consideration of so much of the said land as it reasonably requires for the protection of its transport undertaking.

(c) The other party may grant its consent to such a disposal on condition that the party wishing to dispose shall convey or transfer to the other party without consideration so much of the said land as the other party requires for the protection of its transport undertaking.

(d) If the other party grants its consent to such a disposal then:-

(i) the other party may without prejudice to the provisions of the next sub-paragraph require the disposing party to afford to it such rights and safeguards as the other party shall reasonably require for the protection of the railway works and land of or used by the other party and no lands shall be disposed of by the disposing party except in accordance with the reasonable requirements of the other party as to such rights and safeguards as aforesaid:

(ii) it shall be deemed to be a term of such consent that the disposing party shall require the purchaser lessee or tenant of its land to covenant with the other party first to construct maintain and repair a wall or fence to the reasonable requirements of the other party so as

Schedule of restrictive covenants continued

to divide the land the subject of the sale lease or tenancy from the adjoining land of the other party or from land to be transferred to the other party pursuant to sub-paragraph (c) of this paragraph (as the case may be) unless there shall be then existing an adequate fence or wall and secondly to maintain and repair to the reasonable requirements of the other party any such existing fence or wall

(e) Any conveyance or transfer to the other party to be effected pursuant to this clause shall be completed as quickly as the circumstances will admit and in any event within six months of the date upon which a party becomes bound or entitled to take such a conveyance or transfer.

(4) For the purposes of the foregoing provisions of this clause the arbitrator shall be appointed on the joint application of the parties hereto (or by one of them alone if the other shall neglect or refuse to concur in such application) by the President for the time being of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration Act 1950 and any statutory amendment thereof shall apply to any such arbitration.

15. (1) THIS clause applies to any bridge tunnel subway building work railway equipment or apparatus or any part thereof (referred to in this clause as a "structure") which:-

(a) belongs to the Board or to any of its tenants or licensees and crosses on the level or is above or below or is otherwise so situated that if it fell into disrepair it would constitute a source of danger to the operation of any of the railways comprised in the Property hereby transferred:

(b) belongs to the Executive or to any of its tenants or licensees and crosses on the level or is above or below or is otherwise situated that if it fell into disrepair it would constitute a source of danger to the operation of any of the Board's retained railways.

(2) IT shall be the duty of the party hereto to whom or to whose tenant or licensee a structure belongs to maintain it or to ensure that it is maintained in such a condition that it is not a source of danger to and does not interfere with or require any restriction to be placed on the traffic from time to time using the railway of the other party hereto PROVIDED ALWAYS that such party shall not be under any such duty as aforesaid if such duty cannot be fulfilled without obtaining the consent or concurrence of such tenant or licensee and such consent or concurrence shall not have been obtained after such party shall have used its best endeavours to obtain the same.

(3) THE provisions of the Code shall apply to the carrying out of works by the parties hereto pursuant to the obligations of this clause.

16. (1) IF the Board's Engineer reasonably apprehends that the working of any mines and minerals beneath the Property is likely to cause damage by subsidence to the Board's railway or if the Engineer to the Executive reasonably apprehends that the working of mines and minerals beneath the Board's land is likely to cause damage by subsidence to the railways of the Executive then such Engineers shall consult together with a view to agreeing upon the measures necessary to be taken

(2) The parties hereto shall keep each other informed of any proposals to work mines and minerals beneath their respective railways where such working might affect the railway of the other party and they shall take such steps as are reasonably necessary to protect each other's railway from damage through the working of such mines and minerals"

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 09 June 2020 shows the state of this title plan on 09 June 2020 at 16:11:01. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Durham Office .

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H.M. LAND REGISTRY

TITLE NUMBER

TY 256428

ORDNANCE SURVEY
PLAN REFERENCE

NZ3063SW
NZ3063NW

NZ3064SW

Scale
1/1250

COUNTY TYNE AND WEAR

DISTRICT

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The boundaries shown by dotted lines have been
derived from the plans on which this title
plan may be updated from later survey information.



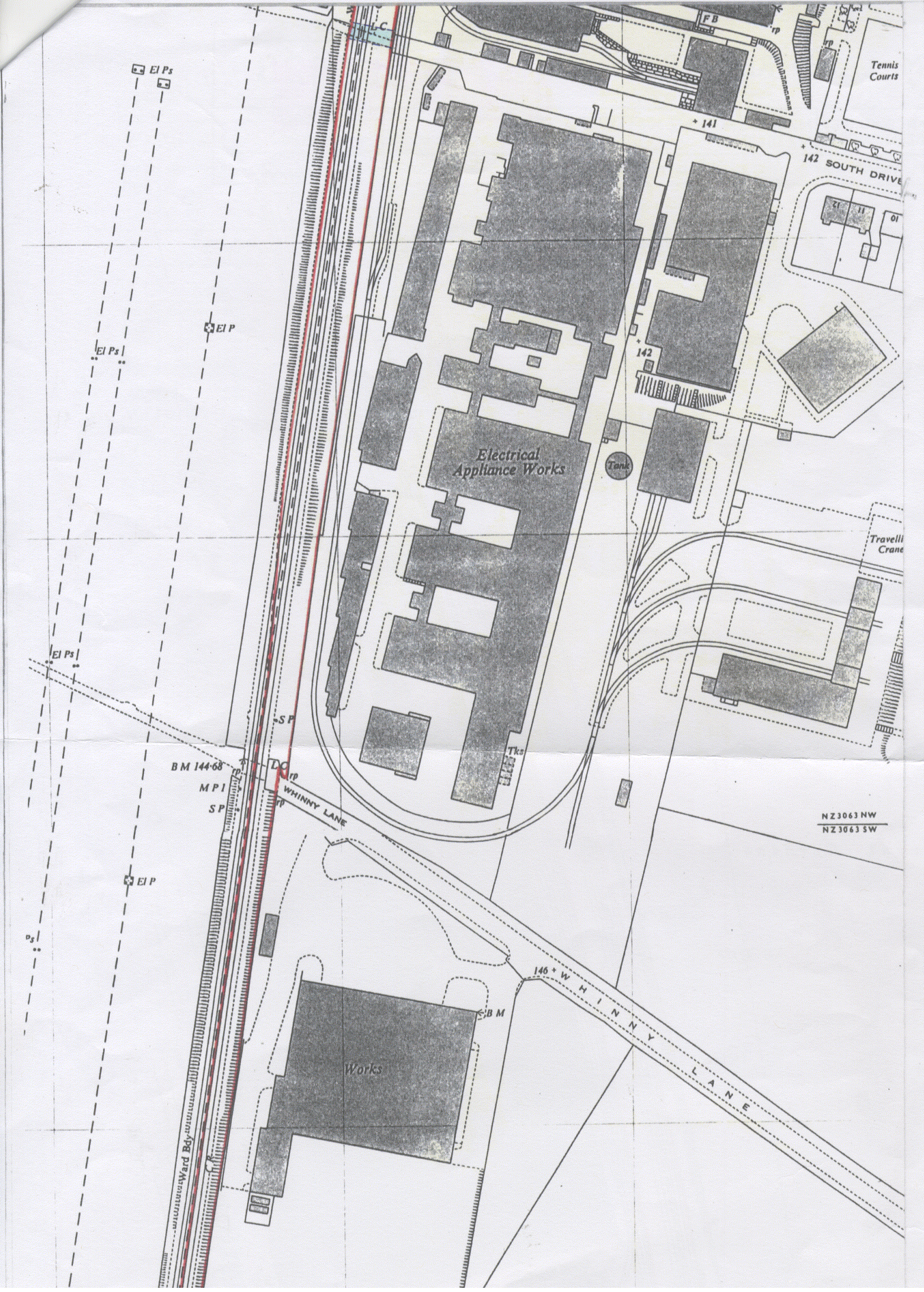
NZ3064SW
NZ3063NW

Allotment Gardens

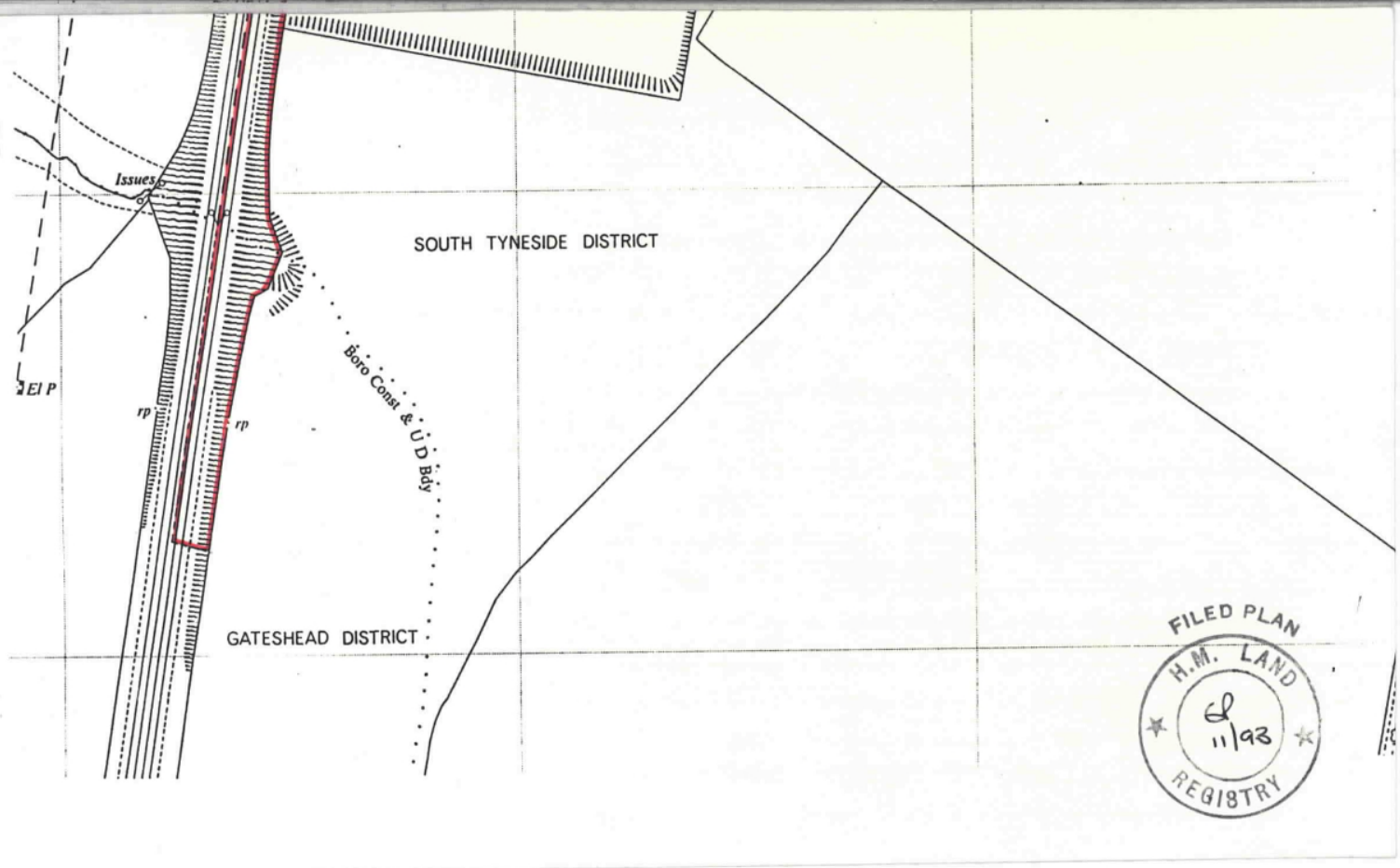
Reyrolle
New Town Works
(Electrical Engineering)

132

BM



NZ 3063 NW
NZ 3063 SW



SOUTH TYNESIDE DISTRICT

GATESHEAD DISTRICT

Boro Const. & U.D. Bdy.

FILED PLAN
H.M. LAND
REGISTRY
11/93

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number TY256433

Edition date 16.07.2008

- This official copy shows the entries on the register of title on 09 JUN 2020 at 16:13:06.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Jun 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

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

TYNE AND WEAR : SOUTH TYNESIDE

- 1 (30.05.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North and South of Station Road, Hebburn.

NOTE 1: As to the land hatched blue on the filed plan only the structure of the bridge carrying Station Road over the rapid transit railway and adjoining railway and so much of the land as falls beneath the arch or span of the said bridge is included in the title.

NOTE 2: As to the roadways falling within this title so much of the surface and subsoil thereof as comprises adopted highway is excluded from the registration.

- 2 (30.05.1991) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (30.05.1991) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 4 January 1991 referred to in the Charges Register:-

"THE BOARD as Beneficial Owners HEREBY GRANT unto the Executive:-

the easement or right of having using maintaining repairing and reconstructing the part shown coloured green on the said Plan No. 51786 of the ramped approach (which provides means of public access on foot to and from the Executive's Hebburn Station) attached to the south-western side of the Board's retained part of Bridge No. 3 which carries Station Road Hebburn over the railway of the Board

AND PROVIDED FURTHER:-

(i) that upon first giving not less than three months notice in writing to the Executive (except in case of emergency when such notice as may be reasonable in the circumstances shall be given if necessary by telephone) and having due regard to the need to avoid so far as possible interference with the scheduled running of the Executive's traffic the Board shall be at liberty temporarily to prevent or restrict the exercise of such rights for purposes connected with the inspection repair and renewal of the structures of the said bridges

A: Property Register continued

(ii) that the Executive shall repay to the Board one half of the cost incurred by the Board in inspecting repairing and renewing such bridges but if at the Executive's request the Board take additional measures to reduce the effect of electrical isolations interruptions to traffic or speed restrictions then the additional cost thereby incurred by the Board shall be borne by the Executive

(iii) that in renewing such bridges or any of them (and if it is practical and lawful to do so) separate spans shall be provided for the railway of the Board and the railway of the Executive and thereafter each party shall own and be responsible for the maintenance of the span carrying its railway

5. THE BOARD as Beneficial Owners HEREBY CONVEY and GRANT unto the Executive:-

(1) all pipes wires cables and other works on over or under the adjoining or neighbouring lands of the Board (hereinafter called "the retained lands of the Board") now used exclusively for the benefit of the Property adjoining those lands;

(2) rights for the Executive exercisable subject to and in accordance with the Works and Access Code contained in the Schedule to the Phase VIB Agreement ("the Code"):-

(a) to maintain repair cleanse use reconstruct alter and remove any such pipes wires cables and works as are referred to in paragraph (1) of this clause;

(b) to enter upon the retained lands of the Board for the purpose of maintaining repairing renewing reinstating or altering any fences walls railway banks abutments or retaining walls bridges subways tunnels or other works forming part of the Property;

(3) rights of passage through and user of any pipes wires cables and other works now used for the benefit of the Property and the retained lands of the Board together with rights of entry exercisable subject to and in accordance with the Code for the purpose of cleansing repairing and renewing the same.

6. (1) THERE are not included in this Conveyance:-

(except as herein specifically provided for) any defined right of way over the retained lands of the Board:

(d) any easement or right of light or air or (except as otherwise herein provided) any other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under it for building or any other purpose of the retained lands of the Board (whether intended to be retained or to be sold by the Board).

(2) THERE are reserved to the Board:-

(a) subject to Clause 7(2) and Clause 9(B) hereof the right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erections now standing or hereafter to be erected on any part of the retained lands of the Board in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the retained lands of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right:

(b) the right of support from the Property as existing for the retained lands of the Board:

(c) all pipes wires cables and other works on over or under the Property now used exclusively for the benefit of the retained lands of the Board:

(d) the right exercisable subject to and in accordance with the Code to maintain repair cleanse use reconstruct alter and remove any such pipes wires cables and works as are referred to in sub-paragraph (c) of this

A: Property Register continued

paragraph:

(e) rights of passage through and user of any other pipes wires cables and other works now used for the benefit of the retained lands of the Board together with rights of entry exercisable subject to and in accordance with the Code for the purpose of cleansing repairing and renewing the same:

(f) the right exercisable subject to and in accordance with the Code to enter upon the Property for the purpose of maintaining repairing renewing reinstating or altering any fences walls railway banks abutments or retaining walls bridges or other works of the Board on the retained lands of the Board.

7. (2) EXCEPT as provided in Clause 6(1)(a) hereof there are included in this Conveyance all existing rights of the Board for the support of the Property including the right of support for the Property from the retained lands of the Board.

(3) WITHOUT prejudice to the generality of the foregoing paragraphs the rights and obligations therein mentioned include all rights and obligations:-

(a) relating to any bridges and tunnels and other works including structural and supporting works comprised in the Property;

(b) under Sections 117 118 120 and 122 of the Transport Act 1968;

(c) in respect of gas water and electricity services to the Property or hitherto supplied by the Board to third parties pursuant to some contractual or statutory obligation.

8. THE PROPERTY is conveyed and confirmed unto the Executive:-

Subject to and with the benefit of (as the case may be) any agreements between the Board and the local highway authority relating to the maintenance of bridges on over or under the Property but without recourse by the Executive to any commuted sum hitherto paid by such highway authority to the Board in respect of liability for maintenance of any such bridges:

(d) Subject to the rights of the North Eastern Electricity Board in their electricity cables and associated apparatus on over or under the Property:

(e) Subject to the advertising hoardings on the Property:

(f) Subject to the apparatus of statutory water and gas undertakers and sewerage and land drainage authorities laid in or on or attached to the Property and to all rights of such undertakers or authorities relating thereto:

(g) Subject to all rights of way (whether public or private) affecting any bridge level crossing roadway or footpath on the Property.

subject to and with the benefit of (as the case may be) an Agreement dated the Sixteenth day of October One thousand nine hundred and fifty-six made between the British Transport Commission (1) and A. Reyrolle and Company Limited (2) (as varied by an Agreement made the seventh day of December 1984 between Northern Engineering Industries Plc (1) Tyne and Wear Passenger Transport Executive (2) The Council of the Borough of South Tyneside (3) and the British Railways Board (4)) as to underline Bridge No. 2B (the part of such bridge as is comprised in the Property being shown on the said Plan No. 51786 and thereon coloured blue and hatched orange). It is hereby declared that by virtue hereof there has vested in the Executive all rights and obligations of the British Transport Commission under the said Agreement so far as the same relate to and concern the Property that the Board shall retain all rights and obligations under the said Agreement so far as they relate to the retained lands of the Board and that the Board and the Executive shall consult together in the exercise or performance of such rights and obligations thereunder as may affect the land of the other

A: Property Register continued

Subject to the South Tyneside No.12 Smoke Control Order 1982

THE BOARD and the Executive HEREBY MUTUALLY GRANT to the other the rights exercisable subject to and in accordance with the Code to enter upon any adjoining or neighbouring land or works of the other party:-

(a) for the purpose of inspecting maintaining repairing cleansing using reinstating renewing altering or removing any works or installations of that one of the parties on or over land of the other party:

(b) for the purpose of the carrying out by that one of the parties of any operation for the maintenance repair cleansing or reconstruction of any fences drains pipes wires cables bridges or works of the other party which is reasonably required for the safety or security of the railway of that one of the parties in default of the carrying out by the other party of its obligations hereunder relating to such operation after reasonable notice given to that one of the parties:

(c) for the purpose of executing works or providing installations for which such a right is reasonably required for the purposes of the transport undertaking of that one of the parties whether or not such works or installations are or are to be situated on land of the other party:

(d) for any other purpose for which such a right is required for the exercise of rights reserved or granted by this Deed.

(2) WITHOUT prejudice to the generality of paragraph (1) of this clause IT IS HEREBY DECLARED that the works and installations referred to in sub-paragraphs (a) and (b) thereof include such works installations equipment and apparatus as may be necessary or convenient for the purposes of the electrification of the Board's retained railways."

NOTE: The land coloured green on plan No 51786 referred to has been hatched blue on the filed plan and Bridge No 3 referred to has been so marked on the filed plan. The Agreements dated 16 October 1956 and 7 December 1984 are referred to in the Charges Register. The land coloured blue and hatched orange has been hatched brown on the filed plan and Bridge No 2B has been so marked on the filed plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (30.05.1991) PROPRIETOR: TYNE & WEAR PASSENGER TRANSPORT EXECUTIVE of Nexus House, St James Boulevard, Newcastle Upon Tyne NE1 4AX.
- 2 (30.05.1991) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless the solicitor to the proprietor certifies that it is made in accordance with the Transport Act, 1968 or some other Act or authority.

C: Charges Register

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

- 1 (30.05.1991) An Agreement dated 16 October 1956 made between (1) The British Transport Commission and (2) A. Reyrolle & Company Limited relates to a subway.

NOTE: Copy filed.

- 2 (30.05.1991) An Agreement dated 7 December 1984 made between (1) Northern Engineering Industries PLC (2) Tyne and Wear Passenger Transport Executive (3) The Council of the Borough of South Tyneside and (4) British Railways Board relates to further rights in respect of

C: Charges Register continued

the subway.

NOTE: Copy filed.

- 3 (30.05.1991) A Conveyance of the land in this title and other land dated 4 January 1991 made between (1) British Railways Board and (2) Tyne and Wear Passenger Transport Executive contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (30.05.1991) An Agreement dated 15 October 1920 made between (1) The North Eastern Railway Company and (2) Sproat Marley & Company Limited relates to a water pipe.

NOTE: No copy of the deed referred to is held by Land Registry.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 4 January 1991 referred to in the Charges Register:-

9. (A) FOR the benefit and protection of such part of the retained lands of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be the Executive and its successors in title owners for the time being of the Property or any part thereof in whosoever hands the same may come the Executive HEREBY COVENANT with the Board as follows:-

(1) Not at any time -

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining its approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose to erect or add to any building or structures or execute any works on any part of the Property within a distance of 20 feet of the Board's retained lands and works

(2) Not to win work or get or allow to be won worked or gotten any mines or minerals belonging to the Executive and which lie within 50 yards of the retained lands of the Board

THE Executive HEREBY COVENANTS with the Board to repair and maintain:-

(a) any accommodation and other works (including fencing) made for the accommodation of third parties as owners or occupiers of the land adjoining the Property under Section 68 of the Railways Clauses Consolidation Act 1845 or other similar provision; and

(b) all bridges tunnels retaining and other walls embankments and cuttings fences ditches drains culverts roads paths gates crossings stiles and other structures and works situated on the Property:

for the maintenance of which in relation to the Property the Board can in any way be held liable and the provisions for indemnity in Clause 12(1)(a) hereof shall apply in respect of any such liability.

12. IT IS HEREBY AGREED AND DECLARED that except as otherwise expressly provided by this Deed

(1) (a) the Executive shall save harmless and indemnify the Board from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Board may at any time incur or which may be made against the Board arising from any such liability as is specified in Clause 11(1) hereof and any act neglect or default of the Executive in relation to its obligations hereunder and in the exercise of any specified right to which the Code is applicable:

(b) the Board shall save harmless and indemnify the Executive from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Executive may at any time incur or which may be made against the Executive arising from any act

Schedule of restrictive covenants continued

neglect or default of the Board in relation to its obligations hereunder and in the exercise of any specified right to which the Code is applicable:

PROVIDED THAT in either case the party indemnified shall give to the party indemnifying reasonable notice of any claim or demand in respect of which a liability to indemnify may arise and no settlement or compromise thereof shall be made without the prior consent of the party indemnifying:

(2) the carrying on by the Board of its railway undertaking on the retained lands of the Board in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the Property or any part thereof as Beneficial Owners nor to be in derogation of its grant:

(3) except as otherwise expressly provided by this Deed or as may be necessarily implied hereby all other agreements or arrangements now subsisting between the Board the Executive remain in force including all rights and liabilities under Section 40 of the Act of 1973:

(4) nothing in this Deed shall prevent the Board and the Executive from entering into and carrying into effect agreements with one another from time to time for the maintenance and repair by one party hereto of stations tunnels bridges buildings works structures apparatus conveniences or railway equipment belonging to or used by the other party hereto (whether as agents for that other party or otherwise) and the provisions of this Deed shall have effect as between the Board and the Executive but not otherwise subject to the terms of any such agreements.

13. THE Board and the Executive HEREBY MUTUALLY COVENANT:-

(1) regularly to clean and maintain free flowing their respective drains or parts of drains in or on their own railways where such railways are adjacent to the railways of the other party hereto and neither of the parties hereto shall make any additions or alterations to their drainage system or any part thereof as existing from time to time except in accordance with the Code:

(2) that if either of the parties hereto propose to install or make alterations to any railway equipment used for the purposes of any railway owned or used by that party which would cause or be likely to cause interference with electrical or electronic apparatus or equipment owned or used by the other party hereto the first mentioned party shall consult with the other party for the purpose of agreeing with it whether any and if so what precautions should be taken for the prevention of such interference and in any case where such precautions are necessary the first mentioned party shall not instal or make the alterations to the said railway equipment except in accordance with the Code:

(3) that neither of the parties hereto shall employ or allow cathodic protection of any equipment without the prior consent in writing of the other party in accordance with the Code which consent shall not be unreasonably withheld:

(4)(a) The Executive shall maintain and when necessary renew in a satisfactory manner adequate fencing along the side of the rapid transit railway farthest from the Board's railway and the Board shall maintain and when necessary renew in a satisfactory manner adequate fencing along the side of its railway farthest from the rapid transit railway

(b) Nothing in sub-paragraph (a) of this paragraph shall affect the rights of entry of either party upon the land of the other under clause 5(2)(b) or clause 5(3) or clause 6(2)(e) or (f) or clause 10 hereof

(5) that neither party shall erect a fence or other obstruction in the land between the two railways without prior consent in writing of the other party

Schedule of restrictive covenants continued

(6) that neither party shall alter or amend its railway so as to reduce the clearance between that railway and the adjoining railway of the other party without the prior consent in writing of the other party

14. THE Executive HEREBY COVENANTS with the Board AND IT IS HEREBY AGREED AND DECLARED as follows:-

(1) The Executive shall not dismantle any length of the railways comprised within the property without first giving to the Board written notice of its desire to dismantle and affording to the Board a period of six months in which to make representations to the Executive concerning its proposals

(2) At the request of the Board notified in writing to the Executive within the period of six months after the giving by the Executive of notice to the Board under paragraph (1) of this clause the Executive shall transfer to the Board such part or parts as the Board may require of the length of railway which is the subject of a notice served under that paragraph together with the supporting formation free of charge but on the basis that the Executive shall transfer to the Board and the Board shall assume the statutory and contractual rights and obligations relating thereto and pay to the Executive such a sum as the parties shall agree (or in the case of failure to agree as an arbitrator shall decide) as representing:-

(a) the Executive's loss of profit from business ancillary to the railway (such loss to be specifically due to such transfer); and

(b) the loss of rental from properties let out at the date of the said notice:

PROVIDED THAT in the event of the Board being dissatisfied with the arbitrator's decision it shall be at liberty to give notice to the Executive within two months of the taking up of the arbitrator's award that it no longer requires such parts of the railway to be transferred to it and thereupon the Executive shall be at liberty to dismantle the same as it thinks fit.

(3) (a) Without prejudice to the foregoing provisions of this clause neither party hereto shall part with possession or otherwise dispose of land which adjoins the land of the other party or which is affected by an easement in favour of the other party without the prior consent in writing of the other party

(b) If the other party refuses its consent to such a disposal then if the party wishing so to dispose of land so wishes the other party shall accept the conveyance or transfer to it without consideration of so much of the said land as it reasonably requires for the protection of its transport undertaking.

(c) The other party may grant its consent to such a disposal on condition that the party wishing to dispose shall convey or transfer to the other party without consideration so much of the said land as the other party requires for the protection of its transport undertaking.

(d) If the other party grants its consent to such a disposal then:-

(i) the other party may without prejudice to the provisions of the next sub-paragraph require the disposing party to afford to it such rights and safeguards as the other party shall reasonably require for the protection of the railway works and land of or used by the other party and no lands shall be disposed of by the disposing party except in accordance with the reasonable requirements of the other party as to such rights and safeguards as aforesaid:

(ii) it shall be deemed to be a term of such consent that the disposing party shall require the purchaser lessee or tenant of its land to covenant with the other party first to construct maintain and repair a wall or fence to the reasonable requirements of the other party so as to divide the land the subject of the sale lease or tenancy from the adjoining land of the other party or from land to be transferred to the other party pursuant to sub-paragraph (c) of this paragraph (as the case may be) unless there shall be then existing an adequate fence or

Schedule of restrictive covenants continued

wall and secondly to maintain and repair to the reasonable requirements of the other party any such existing fence or wall

(e) Any conveyance or transfer to the other party to be effected pursuant to this clause shall be completed as quickly as the circumstances will admit and in any event within six months of the date upon which a party becomes bound or entitled to take such a conveyance or transfer.

(4) For the purposes of the foregoing provisions of this clause the arbitrator shall be appointed on the joint application of the parties hereto (or by one of them alone if the other shall neglect or refuse to concur in such application) by the President for the time being of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration Act 1950 and any statutory amendment thereof shall apply to any such arbitration.

15. (1) THIS clause applies to any bridge tunnel subway building work railway equipment or apparatus or any part thereof (referred to in this clause as a "structure") which:-

(a) belongs to the Board or to any of its tenants or licensees and crosses on the level or is above or below or is otherwise so situated that if it fell into disrepair it would constitute a source of danger to the operation of any of the railways comprised in the Property hereby transferred:

(b) belongs to the Executive or to any of its tenants or licensees and crosses on the level or is above or below or is otherwise situated that if it fell into disrepair it would constitute a source of danger to the operation of any of the Board's retained railways.

(2) IT shall be the duty of the party hereto to whom or to whose tenant or licensee a structure belongs to maintain it or to ensure that it is maintained in such a condition that it is not a source of danger to and does not interfere with or require any restriction to be placed on the traffic from time to time using the railway of the other party hereto PROVIDED ALWAYS that such party shall not be under any such duty as aforesaid if such duty cannot be fulfilled without obtaining the consent or concurrence of such tenant or licensee and such consent or concurrence shall not have been obtained after such party shall have used its best endeavours to obtain the same.

(3) THE provisions of the Code shall apply to the carrying out of works by the parties hereto pursuant to the obligations of this Clause.

16. (1) IF the Board's Engineer reasonably apprehends that the working of any mines and minerals beneath the Property is likely to cause damage by subsidence to the Board's railway or if the Engineer to the Executive reasonably apprehends that the working of mines and minerals beneath the Board's land is likely to cause damage by subsidence to the railways of the Executive then such Engineers shall consult together with a view to agreeing upon the measures necessary to be taken

(2) The parties hereto shall keep each other informed of any proposals to work mines and minerals beneath their respective railways where such working might affect the railway of the other party and they shall take such steps as are reasonably necessary to protect each other's railway from damage through the working of such mines and minerals"

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 09 June 2020 shows the state of this title plan on 09 June 2020 at 16:13:06. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Durham Office .

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H.M. LAND REGISTRY

TITLE NUMBER

TY 256433

ORDNANCE SURVEY
PLAN REFERENCE

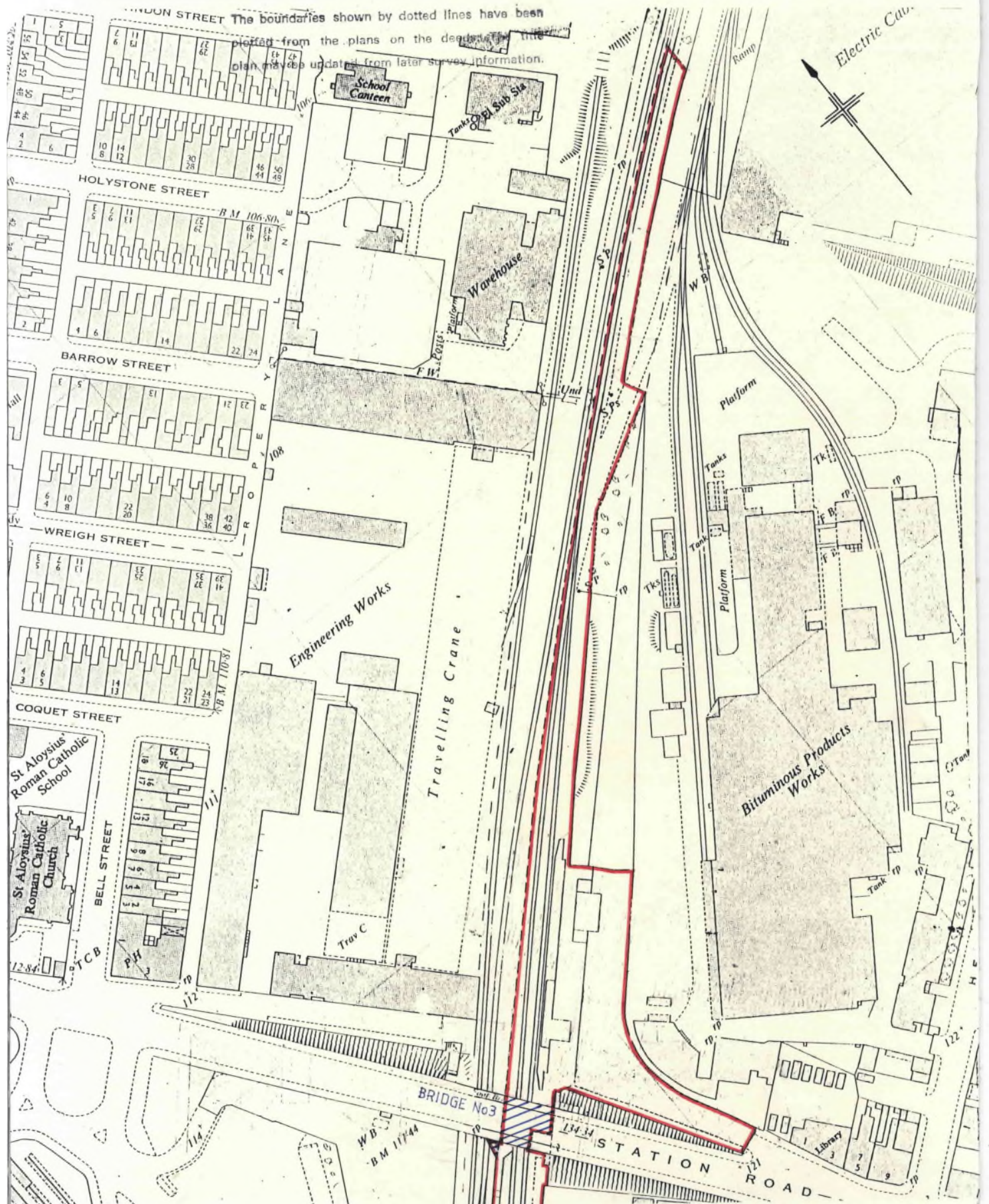
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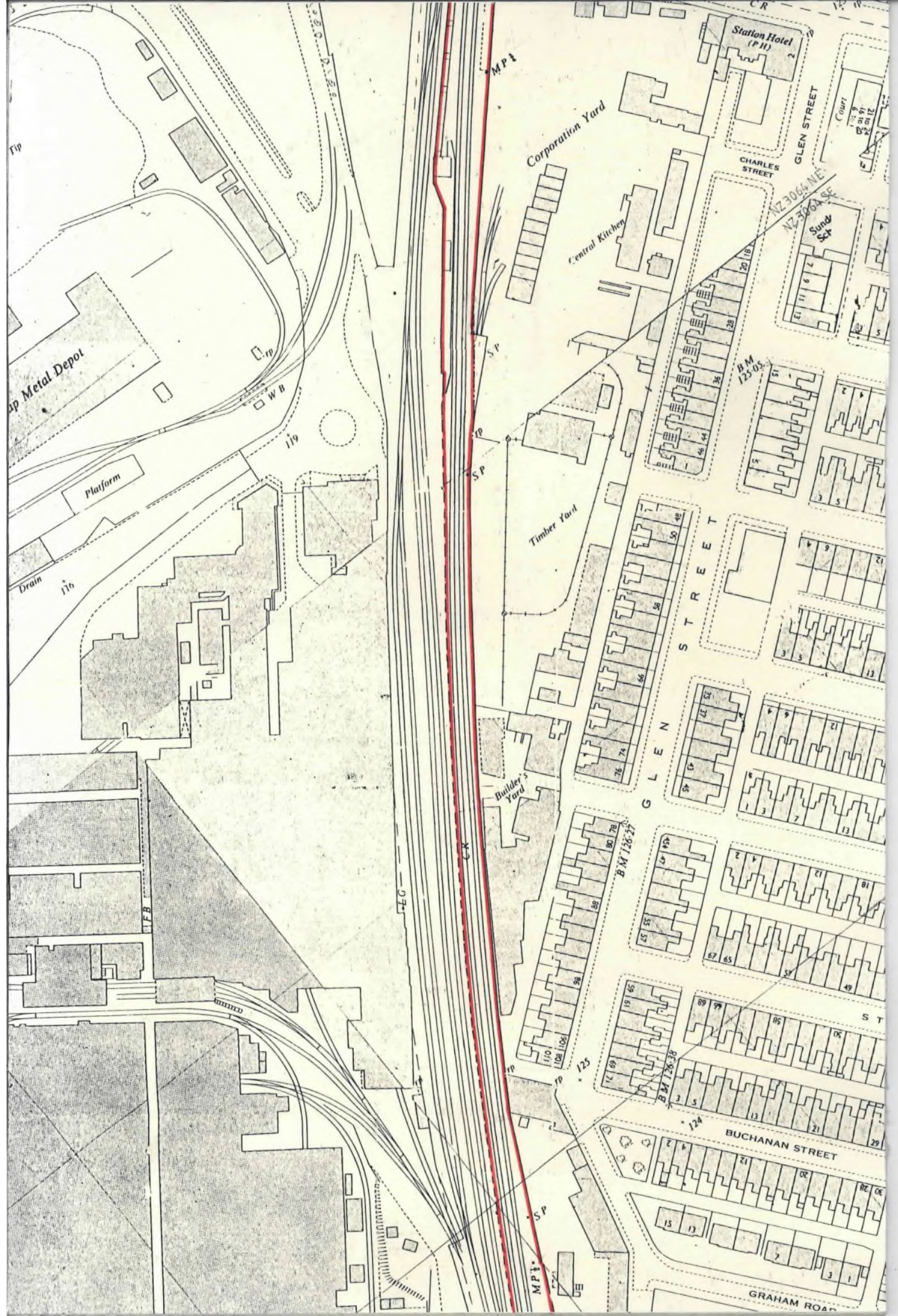
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COUNTY TYNE AND WEAR

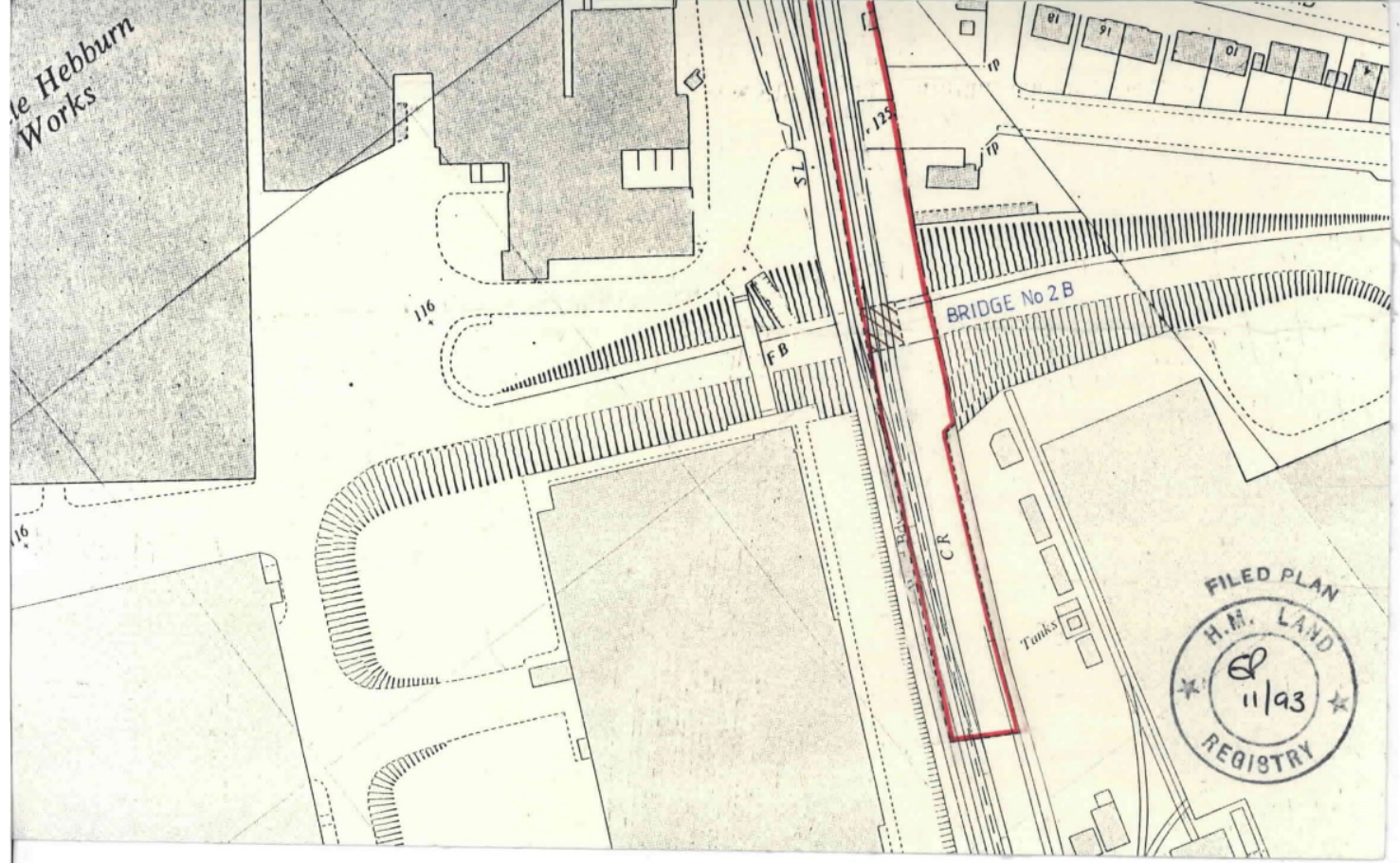
DISTRICT SOUTH TYNESIDE

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le Hebburn
Works



FILED PLAN
H.M. LAND
11/93
REGISTRY

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number TY252804

Edition date 01.02.2008

- This official copy shows the entries on the register of title on 09 JUN 2020 at 15:04:05.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Jun 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

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

TYNE AND WEAR : GATESHEAD
TYNE AND WEAR : SOUTH TYNESIDE

- 1 (26.02.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the West of Victoria Road West, Pelaw.

NOTE 1: As to the part tinted blue on the filed plan only the land beneath the overline bridge is included in the title.

NOTE 2: As to the roadways falling within this title so much of the surface and subsoil thereof as comprises adopted highway is excluded from the registration.

- 2 (26.02.1991) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.

- 3 (26.02.1991) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 4 January 1991 referred to in the Charges Register:-

"THE BOARD as Beneficial Owners HEREBY CONVEY and GRANT unto the Executive:-

(1) all pipes wires cables and other works on over or under the adjoining or neighbouring lands of the Board (hereinafter called "the retained lands of the Board") now used exclusively for the benefit of the Property adjoining those lands;

(2) rights for the Executive exercisable subject to and in accordance with the Works and Access Code contained in the Schedule to the Phase VIB Agreement ("the Code"):-

(a) to maintain repair cleanse use reconstruct alter and remove any such pipes wires cables and works as are referred to in paragraph (1) of this clause;

(b) to enter upon the retained lands of the Board for the purpose of maintaining repairing renewing reinstating or altering any fences walls railway banks abutments or retaining walls bridges subways tunnels or other works forming part of the Property;

A: Property Register continued

(3) rights of passage through and user of any pipes wires cables and other works now used for the benefit of the Property and the retained lands of the Board together with rights of entry exercisable subject to and in accordance with the Code for the purpose of cleansing repairing and renewing the same.

6. (1) THERE are not included in this Conveyance:-

the structure of the overline Bridges Numbers 2 4A 12A 13A 14 14A 21 and 22

(c) (except as herein specifically provided for) any defined right of way over the retained lands of the Board:

(d) any easement or right of light or air or (except as otherwise herein provided) any other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under it for building or any other purpose of the retained lands of the Board (whether intended to be retained or to be sold by the Board).

(2) THERE are reserved to the Board:-

(a) subject to Clause 7(2) and Clause 9(B) hereof the right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erections now standing or hereafter to be erected on any part of the retained lands of the Board in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the retained lands of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right:

(b) the right of support from the Property as existing for the retained lands of the Board:

(c) all pipes wires cables and other works on over or under the Property now used exclusively for the benefit of the retained lands of the Board:

(d) the right exercisable subject to and in accordance with the Code to maintain repair cleanse use reconstruct alter and remove any such pipes wires cables and works as are referred to in sub-paragraph (c) of this paragraph:

(e) rights of passage through and user of any other pipes wires cables and other works now used for the benefit of the retained lands of the Board together with rights of entry exercisable subject to and in accordance with the Code for the purpose of cleansing repairing and renewing the same:

(f) the right exercisable subject to and in accordance with the Code to enter upon the Property for the purpose of maintaining repairing renewing reinstating or altering any fences walls railway banks abutments or retaining walls bridges or other works of the Board on the retained lands of the Board.

7 (2) EXCEPT as provided in Clause 6(1)(a) hereof there are included in this Conveyance all existing rights of the Board for the support of the Property including the right of support for the Property from the retained lands of the Board.

(3) WITHOUT prejudice to the generality of the foregoing paragraphs the rights and obligations therein mentioned include all rights and obligations:-

(a) relating to any bridges and tunnels and other works including structural and supporting works comprised in the Property;

(b) under Sections 117 118 120 and 122 of the Transport Act 1968;

(c) in respect of gas water and electricity services to the Property or hitherto supplied by the Board to third parties pursuant to some contractual or statutory obligation.

A: Property Register continued

8. THE PROPERTY is conveyed and confirmed unto the Executive:-

Subject to and with the benefit of (as the case may be) any agreements between the Board and the local highway authority relating to the maintenance of bridges on over or under the Property but without recourse by the Executive to any commuted sum hitherto paid by such highway authority to the Board in respect of liability for maintenance of any such bridges:

(d) Subject to the rights of the North Eastern Electricity Board in their electricity cables and associated apparatus on over or under the Property:

(e) Subject to the advertising hoardings on the Property:

(f) Subject to the apparatus of statutory water and gas undertakers and sewerage and land drainage authorities laid in or on or attached to the Property and to all rights of such undertakers or authorities relating thereto:

(g) Subject to all rights of way (whether public or private) affecting any bridge level crossing roadway or footpath on the Property.

Subject to the South Tyneside No.12 Smoke Control Order 1982

THE BOARD and the Executive HEREBY MUTUALLY GRANT to the other the rights exercisable subject to and in accordance with the Code to enter upon any adjoining or neighbouring land or works of the other party:-

(a) for the purpose of inspecting maintaining repairing cleansing using reinstating renewing altering or removing any works or installations of that one of the parties on or over land of the other party:

(b) for the purpose of the carrying out by that one of the parties of any operation for the maintenance repair cleansing or reconstruction of any fences drains pipes wires cables bridges or works of the other party which is reasonably required for the safety or security of the railway of that one of the parties in default of the carrying out by the other party of its obligations hereunder relating to such operation after reasonable notice given to that one of the parties:

(c) for the purpose of executing works or providing installations for which such a right is reasonably required for the purposes of the transport undertaking of that one of the parties whether or not such works or installations are or are to be situated on land of the other party:

(d) for any other purpose for which such a right is required for the exercise of rights reserved or granted by this Deed.

(2) WITHOUT prejudice to the generality of paragraph (1) of this clause IT IS HEREBY DECLARED that the works and installations referred to in sub-paragraphs (a) and (b) thereof include such works installations equipment and apparatus as may be necessary or convenient for the purposes of the electrification of the Board's retained railways."

NOTE: Overline Bridge No 2 is shown as Bridge No 2 on the filed plan The other bridges referred to do not fall in the land in this title.

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 (26.02.1991) PROPRIETOR: TYNE & WEAR PASSENGER TRANSPORT EXECUTIVE of Nexus House, St James Boulevard, Newcastle Upon Tyne NE1 4AX.
- 2 (26.02.1991) RESTRICTION: Except under an order of the registrar no

B: Proprietorship Register continued

disposition by the proprietor of the land is to be registered unless the solicitor to the proprietor certifies that it is made in accordance with the Transport Act, 1968 or some other Act or authority.

C: Charges Register

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

- 1 (26.02.1991) An Agreement dated 25 March 1941 made between (1) The London and North Eastern Railway Company and (2) Sunderland and South Shields Water Company relates to rights in respect of a water main.

NOTE: Copy filed.

- 2 (26.02.1991) A Deed dated 14 March 1974 made between (1) British Railways Board and (2) Felling Urban District Council relates to rights of support for Bridge No 2.

NOTE: Copy filed.

- 3 (26.02.1991) A Conveyance of the land in this title and other land dated 4 January 1991 made between (1) British Railways Board (Board) and (2) Tyne and Wear Passenger Transport Executive (Executive) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 4 January 1991 referred to in the Charges Register:-

"9. (A) FOR the benefit and protection of such part of the retained lands of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be the Executive and its successors in title owners for the time being of the Property or any part thereof in whosoever hands the same may come the Executive HEREBY COVENANT with the Board as follows:-

(1) Not at any time -

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining its approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose to erect or add to any building or structures or execute any works on any part of the Property within a distance of 20 feet of the Board's retained lands and works

(2) Not to win work or get or allow to be won worked or gotten any mines or minerals belonging to the Executive and which lie within 50 yards of the retained lands of the Board

THE Executive HEREBY COVENANTS with the Board to repair and maintain:-

(a) any accommodation and other works (including fencing) made for the accommodation of third parties as owners or occupiers of the land adjoining the Property under Section 68 of the Railways Clauses Consolidation Act 1845 or other similar provision; and

(b) all bridges tunnels retaining and other walls embankments and cuttings fences ditches drains culverts roads paths gates crossings stiles and other structures and works situated on the Property:

for the maintenance of which in relation to the Property the Board can in any way be held liable and the provisions for indemnity in Clause 12(1)(a) hereof shall apply in respect of any such liability

12. IT IS HEREBY AGREED AND DECLARED that except as otherwise expressly provided by this Deed

Schedule of restrictive covenants continued

(1) (a) the Executive shall save harmless and indemnify the Board from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Board may at any time incur or which may be made against the Board arising from any such liability as is specified in Clause 11(1) hereof and any act neglect or default of the Executive in relation to its obligations hereunder and in the exercise of any specified right to which the Code is applicable:

(b) the Board shall save harmless and indemnify the Executive from and against all losses costs expenses actions proceedings claims damages demands and liabilities whatsoever which the Executive may at any time incur or which may be made against the Executive arising from any act neglect or default of the Board in relation to its obligations hereunder and in the exercise of any specified right to which the Code is applicable:

PROVIDED THAT in either case the party indemnified shall give to the party indemnifying reasonable notice of any claim or demand in respect of which a liability to indemnify may arise and no settlement or compromise thereof shall be made without the prior consent of the party indemnifying:

(2) the carrying on by the Board of its railway undertaking on the retained lands of the Board in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the Property or any part thereof as Beneficial Owners nor to be in derogation of its grant:

(3) except as otherwise expressly provided by this Deed or as may be necessarily implied hereby all other agreements or arrangements now subsisting between the Board the Executive remain in force including all rights and liabilities under Section 40 of the Act of 1973:

(4) nothing in this Deed shall prevent the Board and the Executive from entering into and carrying into effect agreements with one another from time to time for the maintenance and repair by one party hereto of stations tunnels bridges buildings works structures apparatus conveniences or railway equipment belonging to or used by the other party hereto (whether as agents for that other party or otherwise) and the provisions of this Deed shall have effect as between the Board and the Executive but not otherwise subject to the terms of any such agreements.

13. THE Board and the Executive HEREBY MUTALLY COVENANT:-

(1) regularly to clean and maintain free flowing their respective drains or parts of drains in or on their own railways where such railways are adjacent to the railways of the other party hereto and neither of the parties hereto shall make any additions or alterations to their drainage system or any part thereof as existing from time to time except in accordance with the Code:

(2) that if either of the parties hereto propose to install or make alterations to any railway equipment used for the purposes of any railway owned or used by that party which would cause or be likely to cause interference with electrical or electronic apparatus or equipment owned or used by the other party hereto the first mentioned party shall consult with the other party for the purpose of agreeing with it whether any and if so what precautions should be taken for the prevention of such interference and in any case where such precautions are necessary the first mentioned party shall not instal or make the alterations to the said railway equipment except in accordance with the Code:

(3) that neither of the parties hereto shall employ or allow cathodic protection of any equipment without the prior consent in writing of the other party in accordance with the Code which consent shall not be unreasonably withheld:

(4) (a) The Executive shall maintain and when necessary renew in a satisfactory manner adequate fencing along the side of the rapid

Schedule of restrictive covenants continued

transit railway farthest from the Board's railway and the Board shall maintain and when necessary renew in a satisfactory manner adequate fencing along the side of its railway farthest from the rapid transit railway

(b) Nothing in sub-paragraph (a) of this paragraph shall affect the rights of entry of either party upon the land of the other under clause 5(2)(b) or clause 5(3) or clause 6(2)(e) or (f) or clause 10 hereof

(5) that neither party shall erect a fence or other obstruction in the land between the two railways without prior consent in writing of the other party

(6) that neither party shall alter or amend its railway so as to reduce the clearance between that railway and the adjoining railway of the other party without the prior consent in writing of the other party

14. THE Executive HEREBY COVENANTS with the Board AND IT IS HEREBY AGREED AND DECLARED as follows:-

(1) The Executive shall not dismantle any length of the railways comprised within the Property without first giving to the Board written notice of its desire to dismantle and affording to the Board a period of six months in which to make representations to the Executive concerning its proposals

(2) At the request of the Board notified in writing to the Executive within the period of six months after the giving by the Executive of notice to the Board under paragraph (1) of this clause the Executive shall transfer to the Board such part or parts as the Board may require of the length of railway which is the subject of a notice served under that paragraph together with the supporting formation free of charge but on the basis that the Executive shall transfer to the Board and the Board shall assume the statutory and contractual rights and obligations relating thereto and pay to the Executive such a sum as the parties shall agree (or in the case of failure to agree as an arbitrator shall decide) as representing:-

(a) the Executive's loss of profit from business ancillary to the railway (such loss to be specifically due to such transfer); and

(b) the loss of rental from properties let out at the date of the said notice:

PROVIDED THAT in the event of the Board being dissatisfied with the arbitrator's decision it shall be at liberty to give notice to the Executive within two months of the taking up of the arbitrator's award that it no longer requires such parts of the railway to be transferred to it and thereupon the Executive shall be at liberty to dismantle the same as it thinks fit.

(3) (a) Without prejudice to the foregoing provisions of this clause neither party hereto shall part with possession or otherwise dispose of land which adjoins the land of the other party or which is affected by an easement in favour of the other party without the prior consent in writing of the other party

(b) If the other party refuses its consent to such a disposal then if the party wishing so to dispose of land so wishes the other party shall accept the conveyance or transfer to it without consideration of so much of the said land as it reasonably requires for the protection of its transport undertaking.

(c) The other party may grant its consent to such a disposal on condition that the party wishing to dispose shall convey or transfer to the other party without consideration so much of the said land as the other party requires for the protection of its transport undertaking.

(d) If the other party grants its consent to such a disposal then:-

(i) the other party may without prejudice to the provisions of the next sub-paragraph require the disposing party to afford to it such rights and safeguards as the other party shall reasonably require for the

Schedule of restrictive covenants continued

protection of the railway works and land of or used by the other party and no lands shall be disposed of by the disposing party except in accordance with the reasonable requirements of the other party as to such rights and safeguards as aforesaid:

(ii) it shall be deemed to be a term of such consent that the disposing party shall require the purchaser lessee or tenant of its land to covenant with the other party first to construct maintain and repair a wall or fence to the reasonable requirements of the other party so as to divide the land the subject of the sale lease or tenancy from the adjoining land of the other party or from land to be transferred to the other party pursuant to sub-paragraph (c) of this paragraph (as the case may be) unless there shall be then existing an adequate fence or wall and secondly to maintain and repair to the reasonable requirements of the other party any such existing fence or wall

(e) Any conveyance or transfer to the other party to be effected pursuant to this clause shall be completed as quickly as the circumstances will admit and in any event within six months of the date upon which a party becomes bound or entitled to take such a conveyance or transfer.

(4) For the purposes of the foregoing provisions of this clause the arbitrator shall be appointed on the joint application of the parties hereto (or by one of them alone if the other shall neglect or refuse to concur in such application) by the President for the time being of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration Act 1950 and any statutory amendment thereof shall apply to any such arbitration.

15. (1) THIS clause applies to any bridge tunnel subway building work railway equipment or apparatus or any part thereof (referred to in this clause as a "structure") which:-

(a) belongs to the Board or to any of its tenants or licensees and crosses on the level or is above or below or is otherwise so situated that if it fell into disrepair it would constitute a source of danger to the operation of any of the railways comprised in the Property hereby transferred:

(b) belongs to the Executive or to any of its tenants or licensees and crosses on the level or is above or below or is otherwise situated that if it fell into disrepair it would constitute a source of danger to the operation of any of the Board's retained railways.

(2) IT shall be the duty of the party hereto to whom or to whose tenant or licensee a structure belongs to maintain it or to ensure that it is maintained in such a condition that it is not a source of danger to and does not interfere with or require any restriction to be placed on the traffic from time to time using the railway of the other party hereto PROVIDED ALWAYS that such party shall not be under any such duty as aforesaid if such duty cannot be fulfilled without obtaining the consent or concurrence of such tenant or licensee and such consent or concurrence shall not have been obtained after such party shall have used its best endeavours to obtain the same.

(3) THE provisions of the Code shall apply to the carrying out of works by the parties hereto pursuant to the obligations of this clause.

16. (1) IF the Board's Engineer reasonably apprehends that the working of any mines and minerals beneath the Property is likely to cause damage by subsidence to the Board's railway or if the Engineer to the Executive reasonably apprehends that the working of mines and minerals beneath the Board's land is likely to cause damage by subsidence to the railways of the Executive then such Engineers shall consult together with a view to agreeing upon the measures necessary to be taken

(2) The parties hereto shall keep each other informed of any proposals to work mines and minerals beneath their respective railways where such working might affect the railway of the other party and they shall take such steps as are reasonably necessary to protect each other's railway from damage through the working of such mines and minerals"

Title number TY252804

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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H.M. LAND REGISTRY

TITLE NUMBER

TY 252804

ORDNANCE SURVEY
PLAN REFERENCE

NZ3062NW
NZ3063SW

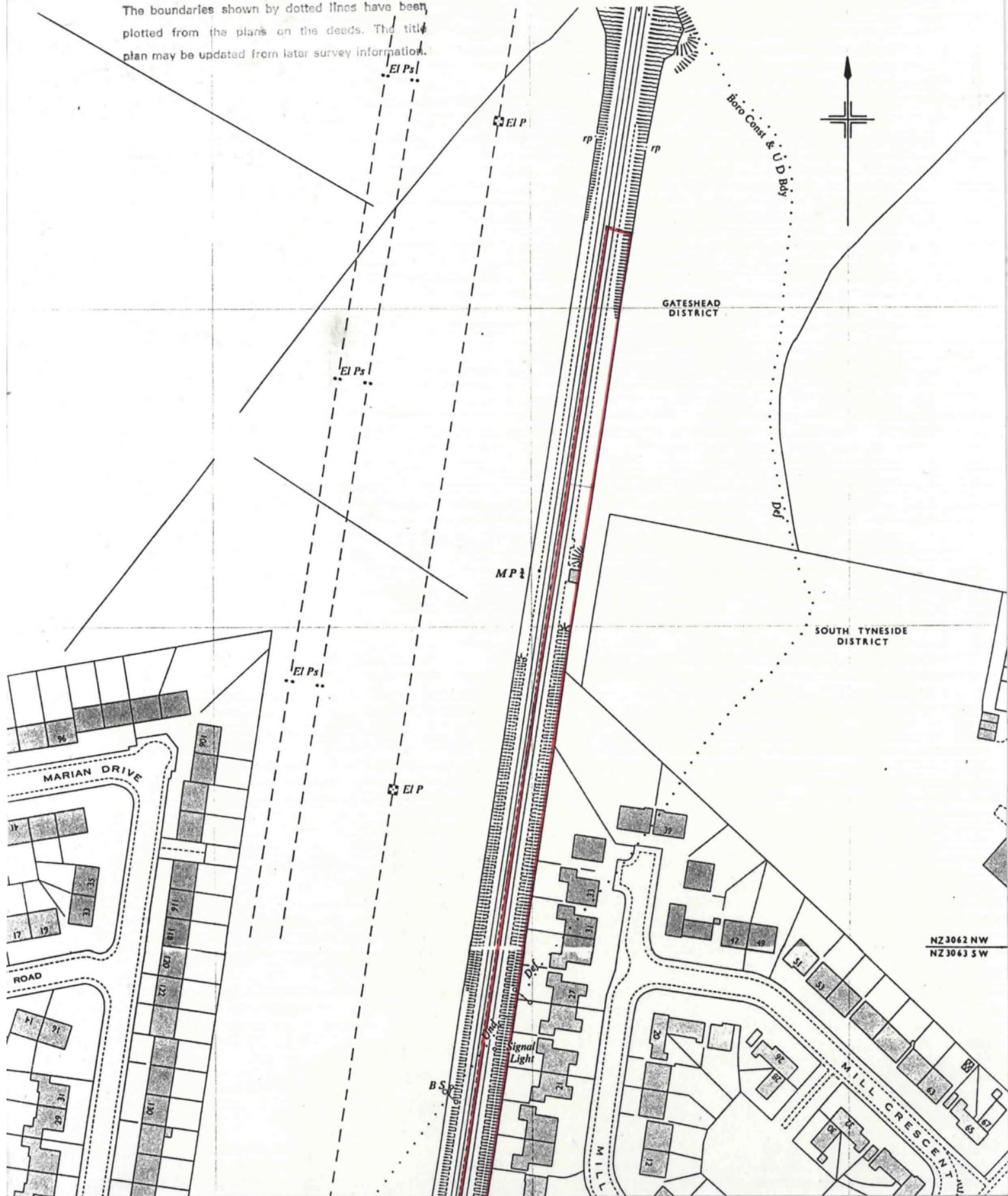
Scale
1/1250

COUNTY TYNE AND WEAR

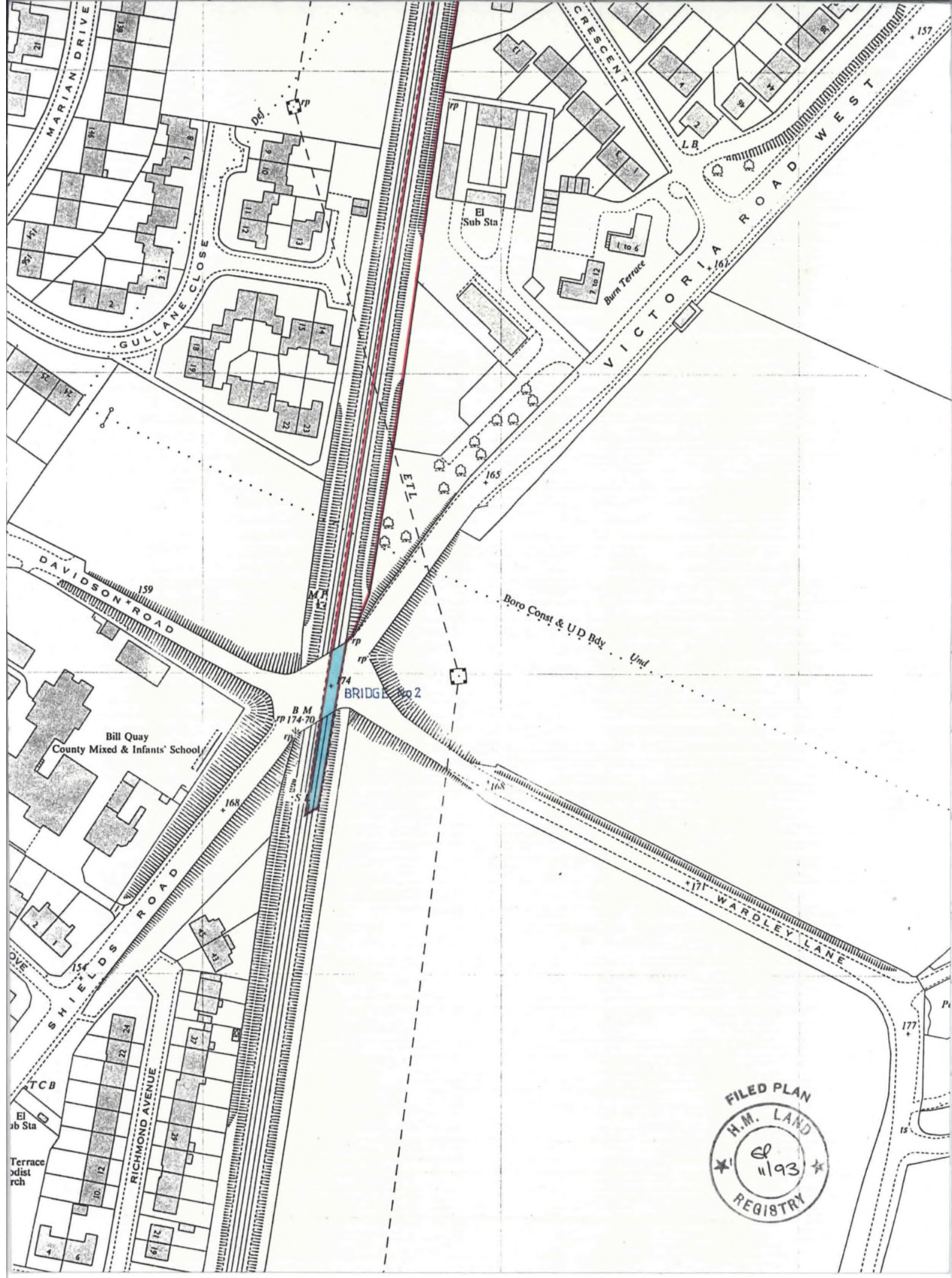
DISTRICT

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The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.



NZ3062NW
NZ3063SW



FILED PLAN
H.M. LAND
REGISTRY
1193

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number TY167744

Edition date 18.02.2016

- This official copy shows the entries on the register of title on 09 JUN 2020 at 15:07:23.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Jun 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

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

TYNE AND WEAR : GATESHEAD

- 1 (24.09.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the south of Shields Road, Pelaw.

NOTE: As to the part tinted blue on the filed plan only the land beneath the arches or spans of the overline bridges are included in the title.
- 2 The mines and minerals are excepted.
- 3 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 6 September 1985 referred to in the Charges Register.
- 4 The Conveyance dated 6 September 1985 referred to above contains provisions as to the disposal or part or parts of the land.
- 5 (18.02.2016) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 (18.02.2016) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered TY535009 in green on the title plan and other land dated 16 February 2016 made between (1) Tyne & Wear Passenger Transport Executive and (2) The Borough Council of Gateshead but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under TY535009.

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 (24.09.1985) PROPRIETOR: TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE of Nexus House, St James Boulevard, Newcastle Upon Tyne NE1 4AX.

Title number TY167744

B: Proprietorship Register continued

- 2 (24.09.1985) RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land shall be registered unless the solicitor to the proprietor certifies that it is made in accordance with the Transport Act 1968 or some other act or authority.

C: Charges Register

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

- 1 A Conveyance of the land in this title dated 6 September 1985 made between (1) British Railways Board and (2) Tyne and Wear Passenger Transport Executive contains restrictive covenants.

NOTE: Original filed.

End of register

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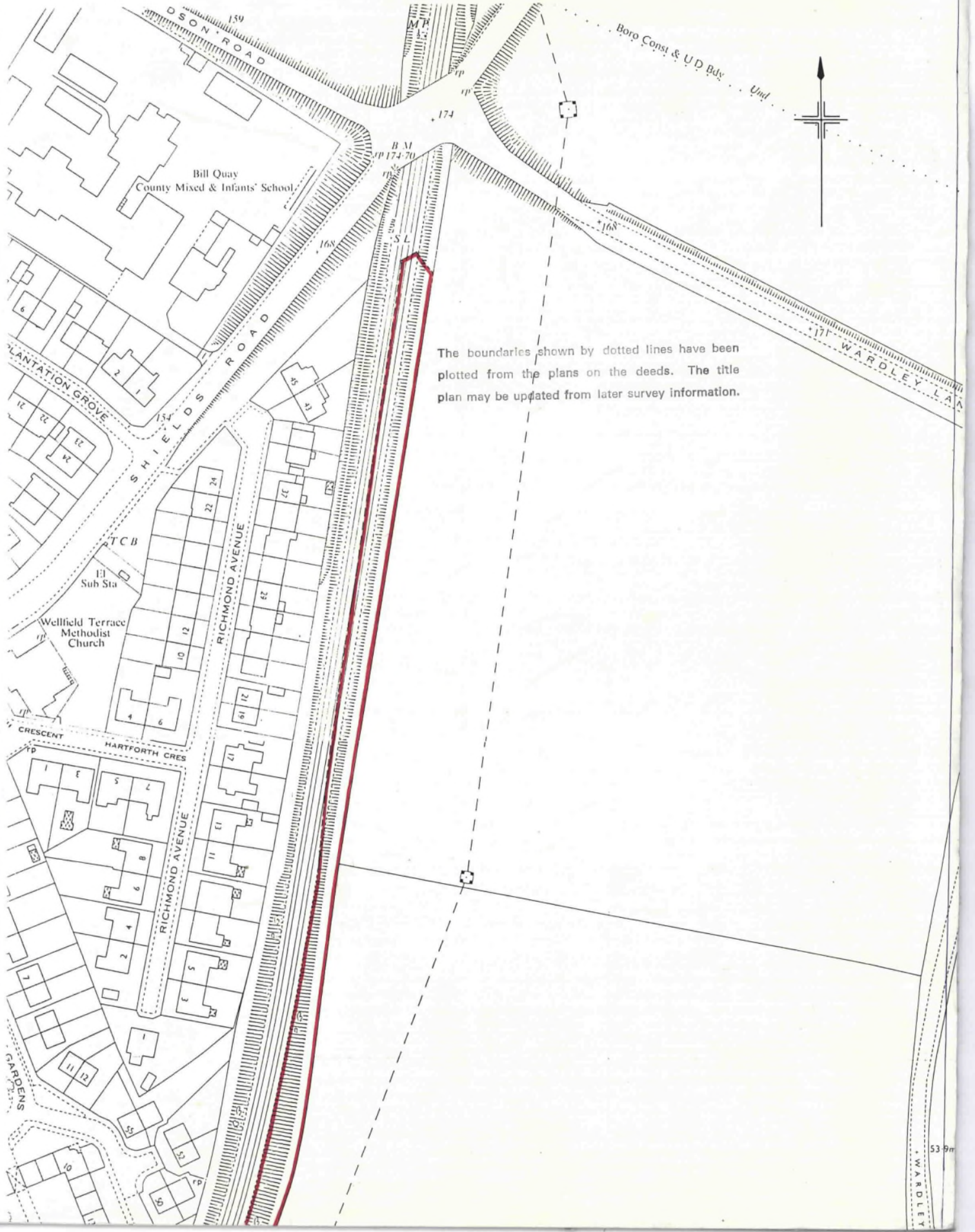
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H.M. LAND REGISTRY

TY 167744

ORDNANCE SURVEY PLAN REFERENCE	NZ 2862 SE	NZ 2962 SE	NZ 3062 NW	Scale 1/1250
		NZ 2962 SW	NZ 3062 SW	
COUNTY	TYNE AND WEAR	DISTRICT	GATESHEAD	© Crown copyright





PELAW

