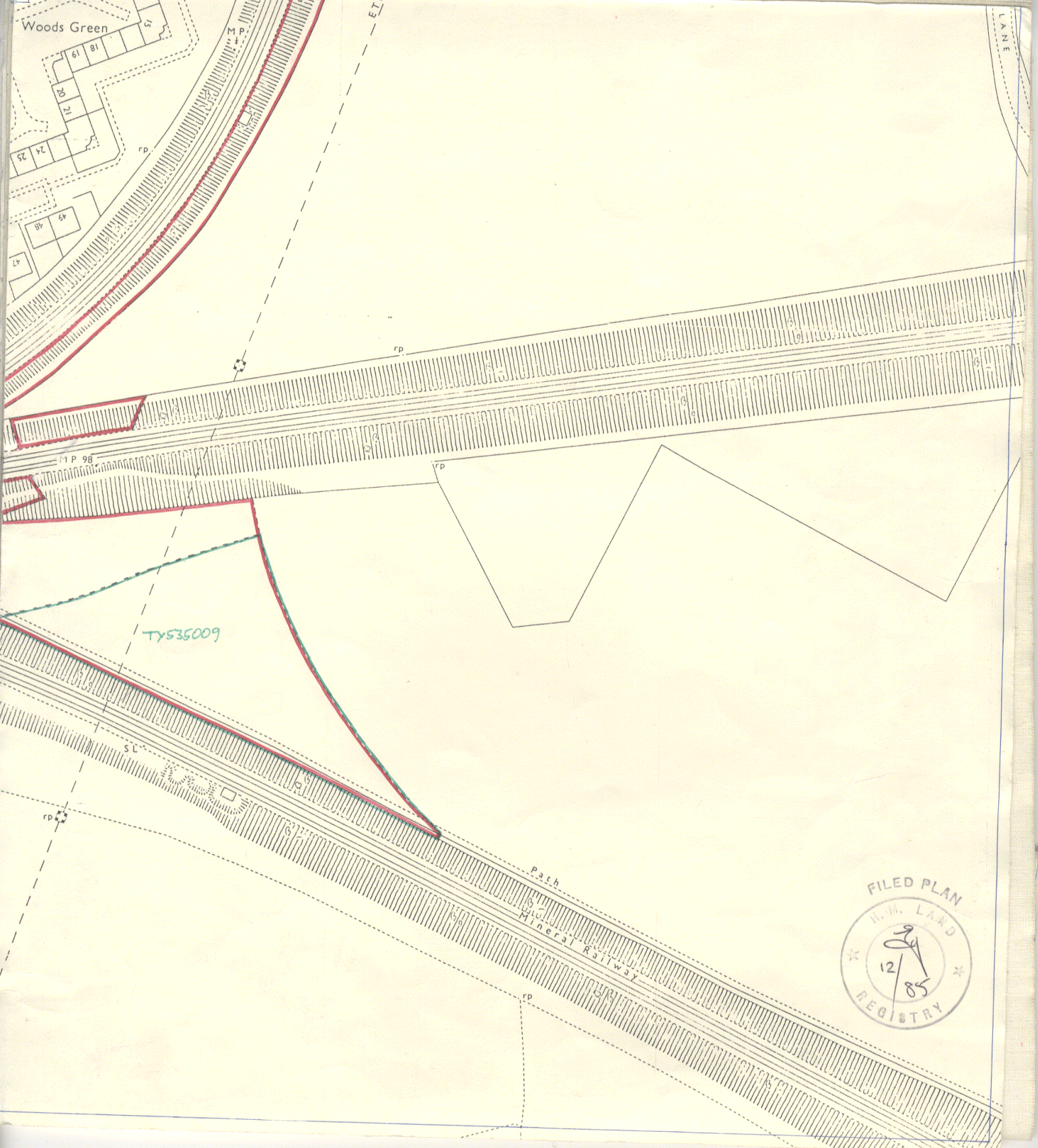
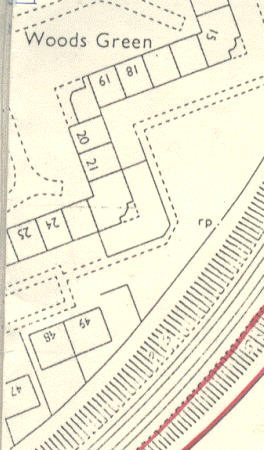


Woods Green



TY535009



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 TY256434

Edition date 12.03.2008

- This official copy shows the entries on the register of title on 09 JUN 2020 at 15:10:40.
- 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 of Railway Street, Hebburn.

NOTE 1: As to the part hatched blue on the filed plan only so much of the structure of the bridge carrying the rapid transit railway over the highway is included in the title.

NOTE 2: As to the part hatched brown on the filed plan only the land beneath the overline bridge is included in the title.

NOTE 3: 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 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

A: Property Register continued

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:-

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;

A: Property Register continued

(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 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: Bridge No 4A is shown on the filed plan as Bridge No 4A.

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

B: Proprietorship Register continued

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) A Conveyance of the land tinted pink on the filed plan and other land dated 18 June 1918 made between (1) Ralph Henry Carr-Ellison (2) Peter William Purves and Herbert George Carr Carr-Ellison and (3) The North Eastern Railway Company contains restrictive covenants.

NOTE: Original filed.

- 2 (30.05.1991) The land tinted pink is subject to the rights reserved by the Conveyance dated 18 June 1918 referred to above.

- 3 (30.05.1991) An Agreement dated 13 May 1948 made between (1) The British Transport Commission and (2) Hebburn Urban District Council relates to the construction and maintenance of a sewer.

NOTE: Copy filed.

- 4 (30.05.1991) An Agreement dated 8 February 1957 made between (1) The British Transport Commission and (2) The Hebburn Urban District Council relates to the retention and use of a footbridge.

NOTE: Copy filed.

- 5 (30.05.1991) A Conveyance of the land in this title and other land dated 4 January 1991 made between (1) British Railways Board (Vendor) and (2) Tyne and Wear Passenger Transport Executive (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 6 (12.03.2008) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 15 February 2008 made between (1) Tyne And Wear Passenger Transport Executive Limited and (2) The Council Of The Borough Of South Tyneside.

NOTE:-Copy filed under TY256434.

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

Schedule of restrictive covenants continued

yards of the retained lands of the Board

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

(1) Not at any time -

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

(b) without complying with such reasonable conditions as to foundations or otherwise as the Executive shall deem it necessary to impose

to erect or add to any building or structures or execute any works on any part of the retained lands of the Board as lies over or within 30 feet of the tunnel shown on the said Plan No.51792 or on any other part of the retained lands of the Board which lies within a distance of 20 feet of the remainder or the Property

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

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 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:

Schedule of restrictive covenants continued

(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

(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

Schedule of restrictive covenants continued

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 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.

Schedule of restrictive covenants continued

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 15:10:40. 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

TY256434

ORDNANCE SURVEY
PLAN REFERENCE

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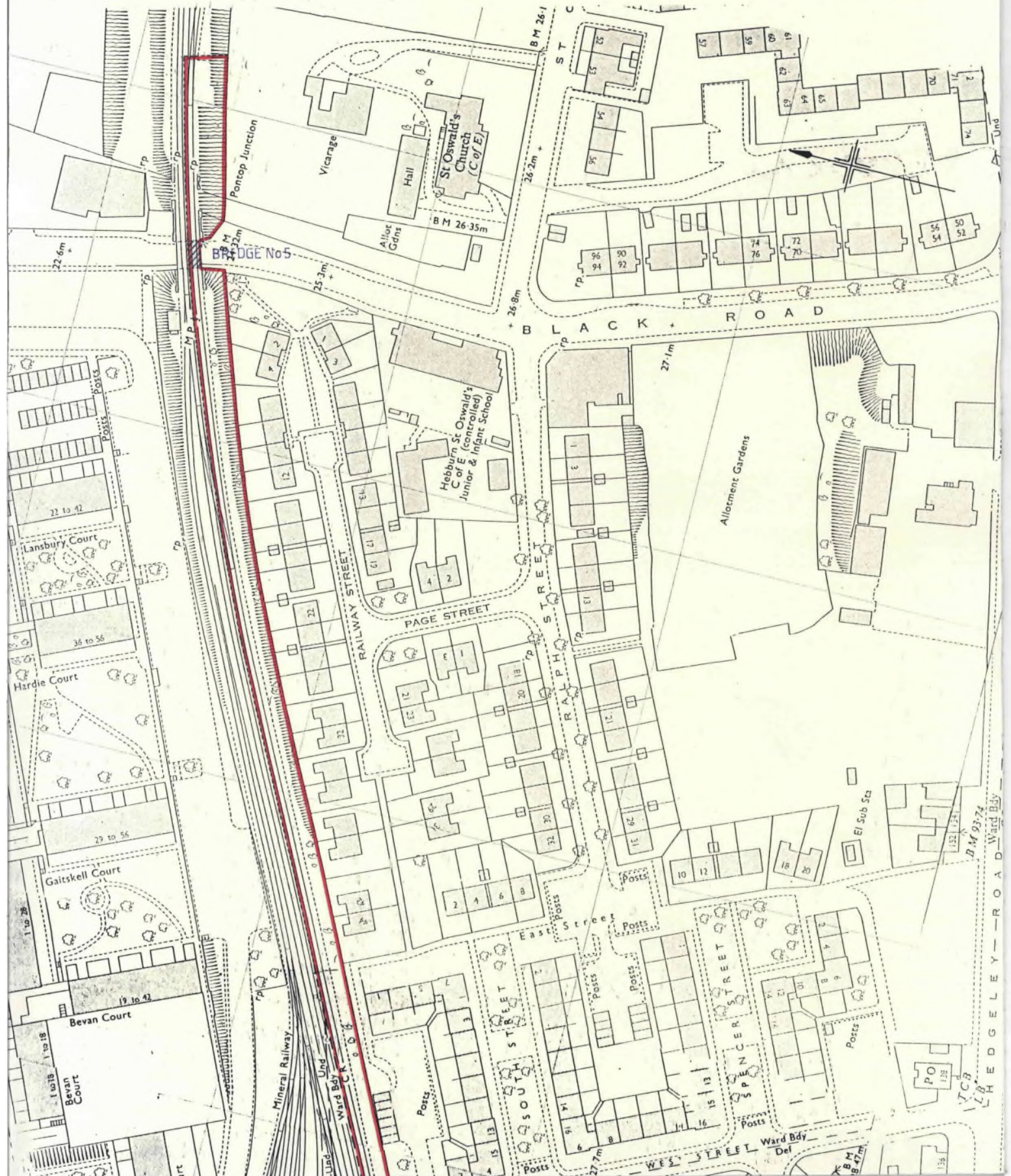
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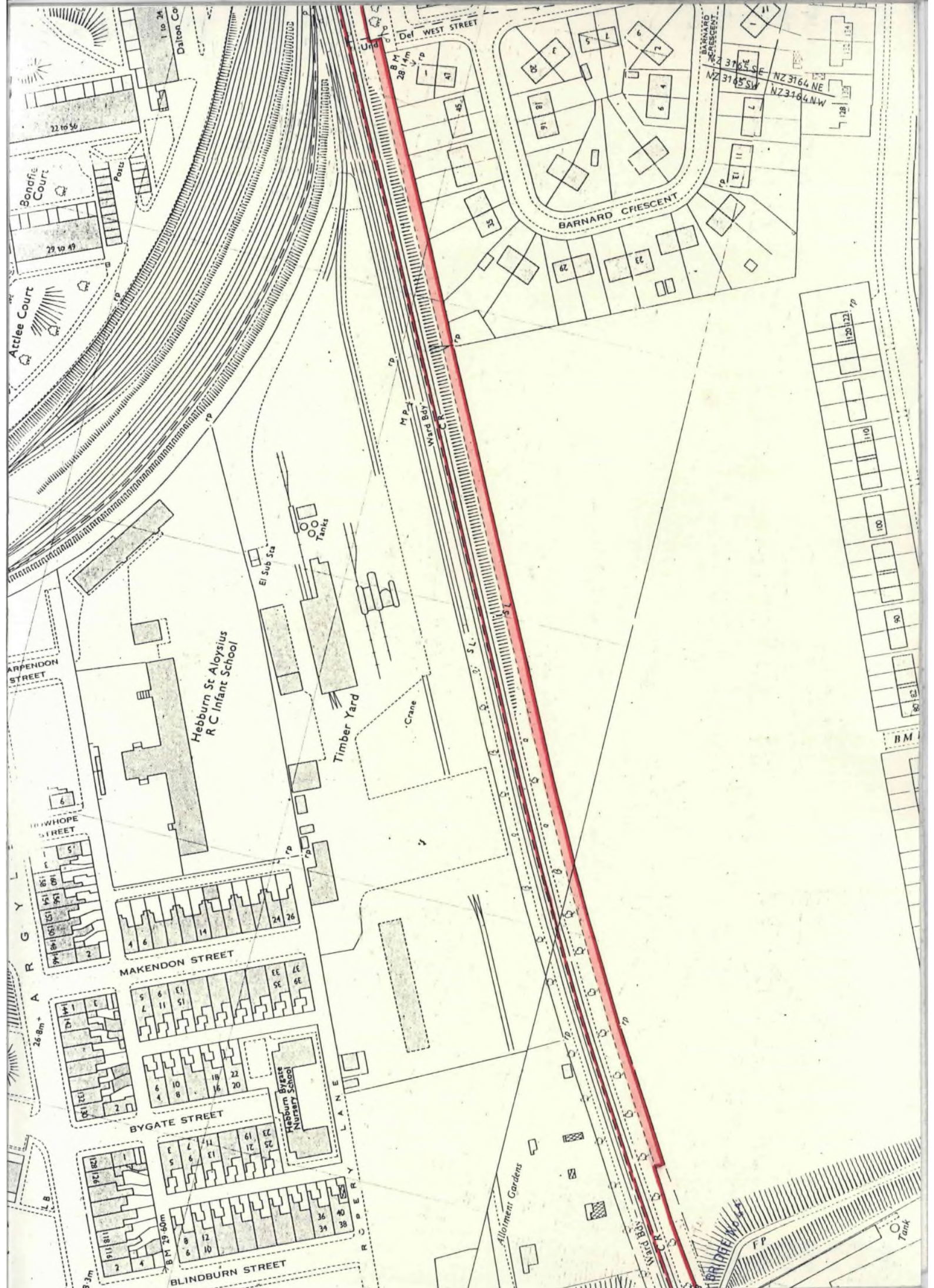
COUNTY TYNE AND WEAR

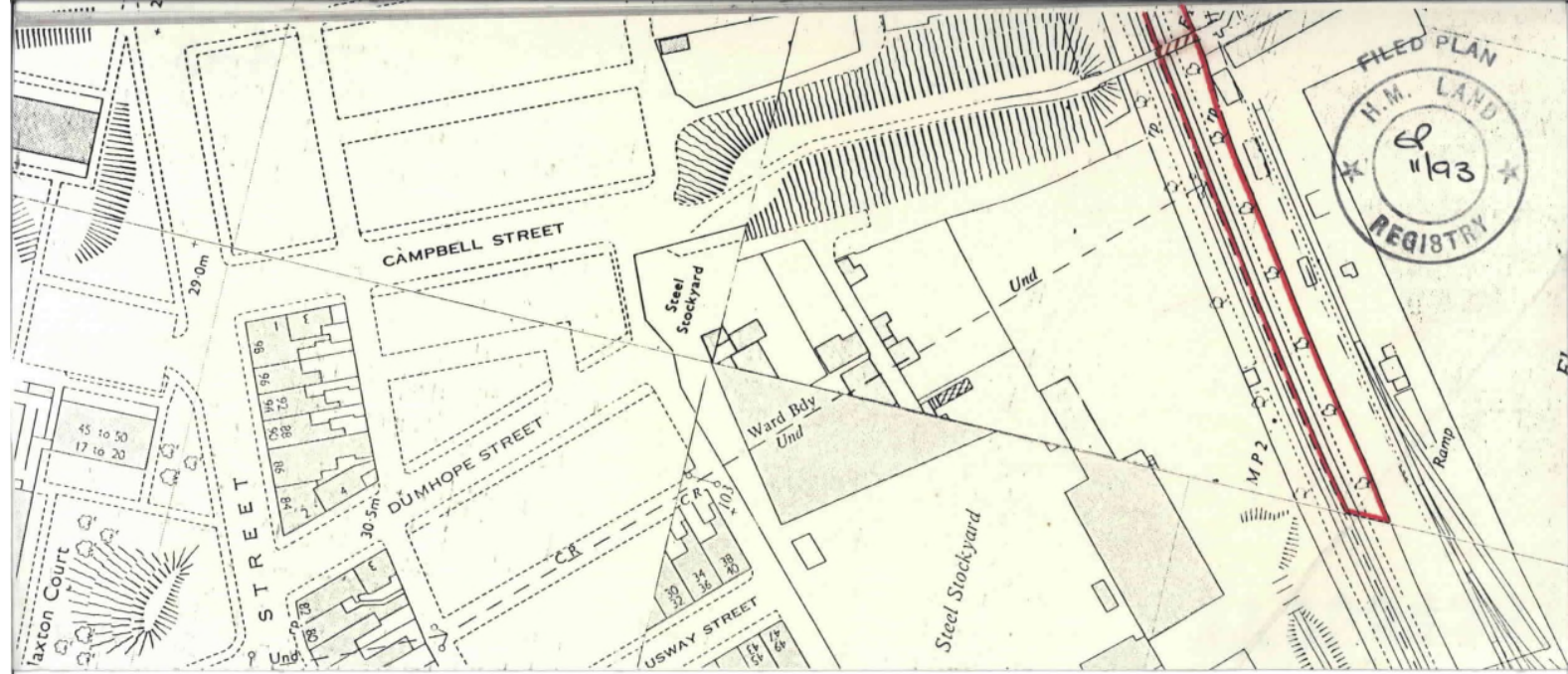
DISTRICT

SOUTH TYNESIDE

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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 TY256435

Edition date 01.02.2008

- This official copy shows the entries on the register of title on 09 JUN 2020 at 15:12:49.
- 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 of Grant Street, Jarrow.

NOTE 1: As to the part hatched blue on the filed plan only so much of the structure of the bridge carrying the Rapid Transit Railway over the Highway is included in the title.

NOTE 2: As to the part tinted pink on the filed plan only the land beneath the overline bridge is included in the title.

NOTE 3: 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 on or over the land and railway of the Board the following structures constructed by the Executive under the Act of 1973 namely:-

(i) Bridge No. 12 being a footbridge at Jarrow shown uncoloured but hatched brown on the said Plan No. 51788

PROVIDED ALWAYS that Clauses 10 and 15 hereof shall apply in relation to such structures

the easement or right of having using maintaining repairing and renewing a single line of standard gauge railway on and over the southern part shown on the following plans hatched blue and edged green of each of the following underline bridges of the Board:-

A: Property Register continued

Plan No.

Bridge No.

51788

7 and 8 (over railways
of the National Coal Board)

PROVIDED ALWAYS that the Executive shall not impose upon the said bridges any load in excess of 25 ton axle load

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

(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:-

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)

A: Property Register continued

(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 the said Bridges Nos. 7 8 and any fences walls railway banks abutments or retaining walls bridges or other works of the Board on the retained lands of the Board.

(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

A: Property Register continued

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.

(3) WITHOUT prejudice to the generality of paragraph (1) of this clause IT IS HEREBY DECLARED that the bridges and works referred to in sub-paragraph (b) thereof include the said Bridges Nos. 7 8 and 16 and associated works of the Board.

NOTE: Plan No 51788 is coextensive with the filed plan. Bridge No 7, 8, 12 and 12A have been shown as so numbered on the filed plan and Bridge No 12 is also hatched brown 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 13 May 1948 made between (1) The

C: Charges Register continued

British Transport Commission and (2) Hebburn Urban District Council relates to the construction and maintenance of a sewer.

NOTE: Copy filed under TY256434.

- 2 (30.05.1991) A Deed dated 16 March 1971 made between (1) British Railways Board and (2) Durham County Council relates to the construction and maintenance of a road bridge over the railway carrying the A185. The bridge is that numbered 12A on the filed plan.

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.

(2) FOR the benefit and protection of such of the retained lands of the Board and otherwise as is mentioned in Clause 9(A) hereof the Executive HEREBY FURTHER COVENANTS with the Board as follows:-

Until such time as the said Bridges Nos. 12 and 25 are taken over by the highway authority to maintain to the reasonable satisfaction of the Board parapets on the said Bridges

Not to increase the loading on the said Bridges Nos. 12 and 25 above those which the same were respectively designed to carry

Not to exhibit lights on or from the said Bridges Nos. 12 and 25 which may be confused with the signals on the Board's railway under those

Schedule of restrictive covenants continued

bridges

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 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

Schedule of restrictive covenants continued

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

(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:-

Schedule of restrictive covenants continued

(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 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

Title number TY256435

Schedule of restrictive covenants continued

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"

NOTE: Bridge No 12 is shewn as Bridge No 12 on the filed plan and Bridge No 25 does not fall in the land in this title.

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 15:12:50. 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 256435

ORDNANCE SURVEY
PLAN REFERENCE

NZ 3165 3265
SE SE+SW

Scale
1/1250

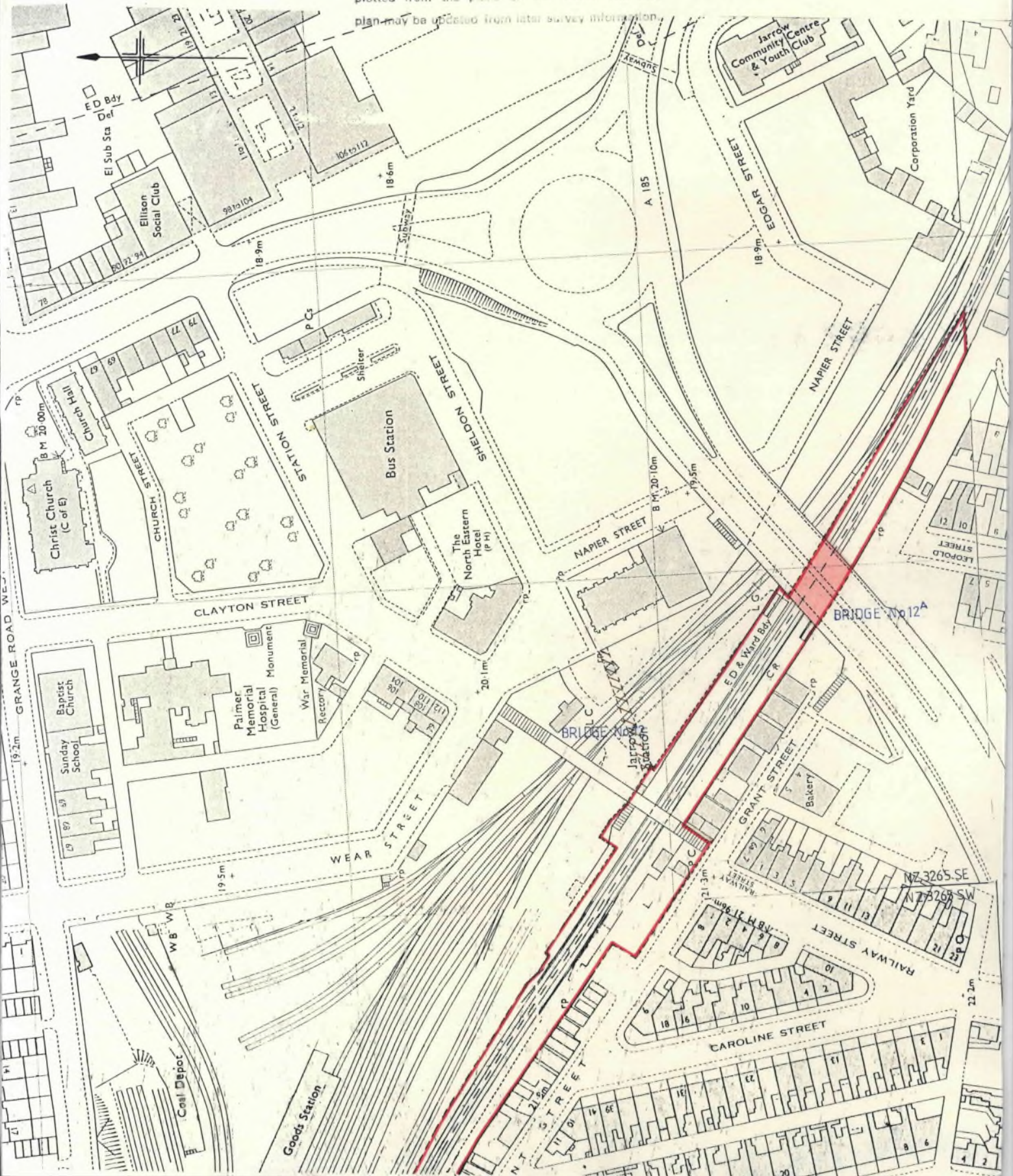
COUNTY TYNE AND WEAR

DISTRICT

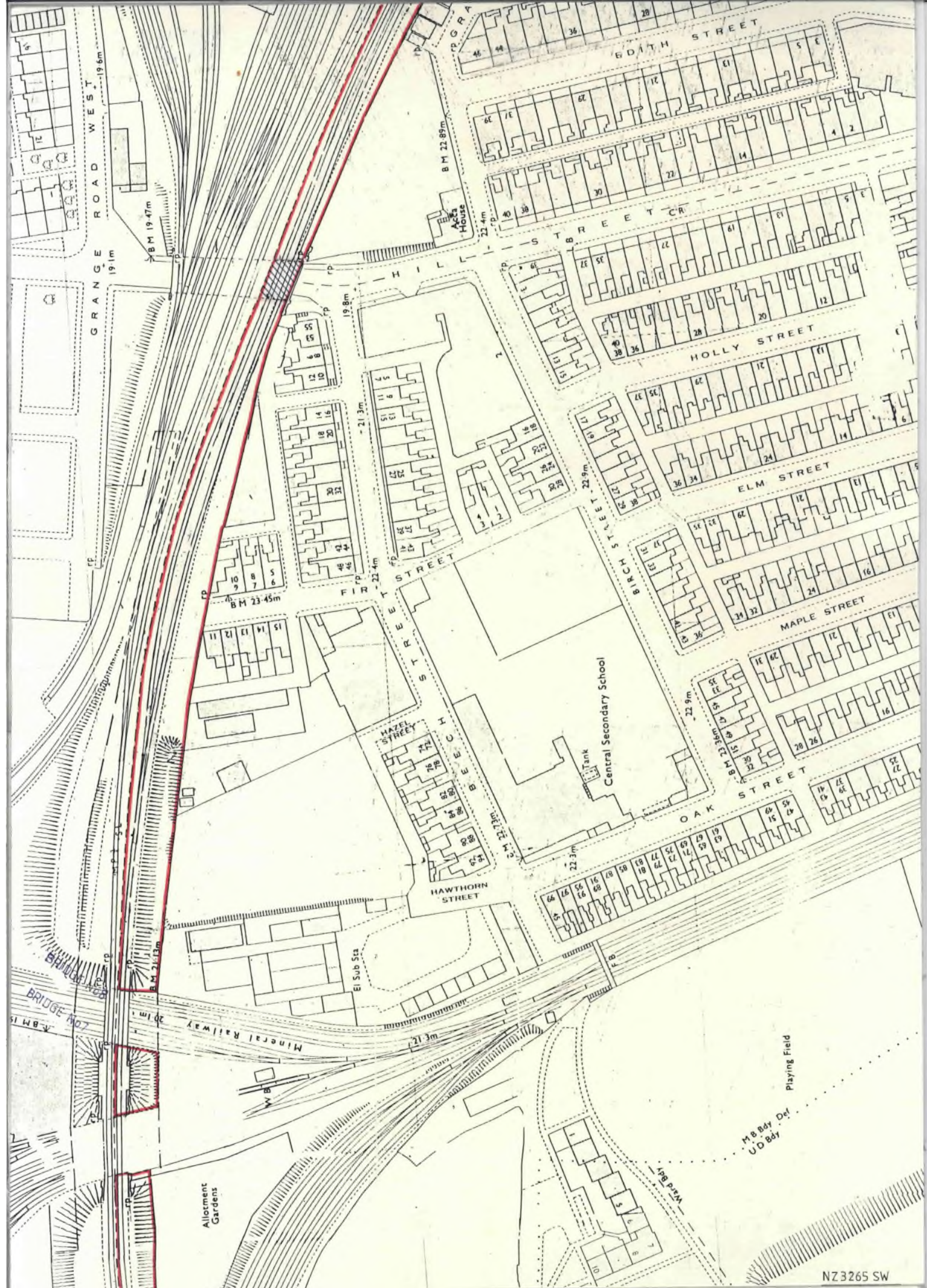
SOUTH TYNESIDE

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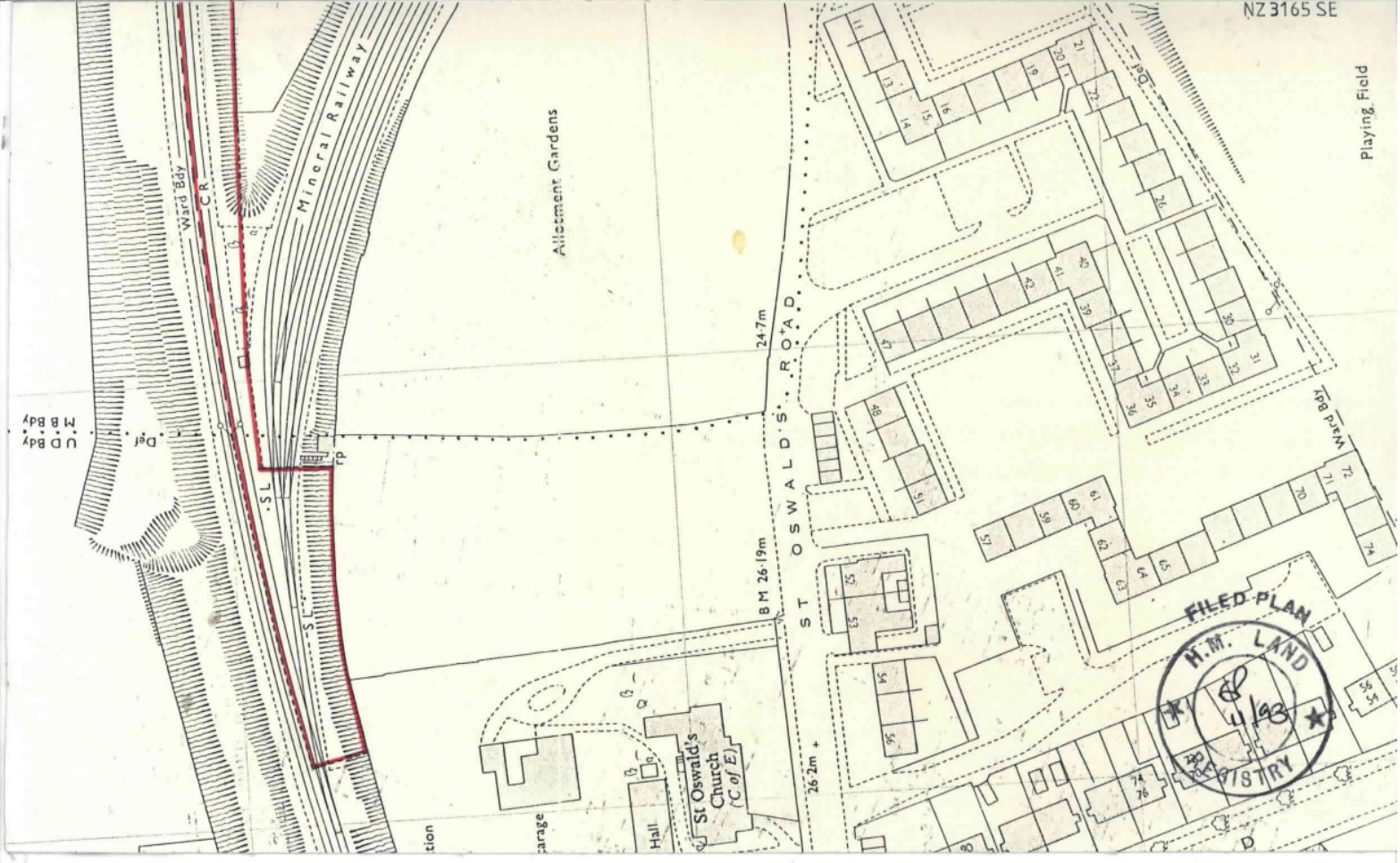
The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.



NZ 3265 SE
N 73265



NZ3265 SW



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 TY256437

Edition date 01.02.2008

- This official copy shows the entries on the register of title on 09 JUN 2020 at 15:14:54.
- 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 of Prince Consort Road, Jarrow.

NOTE 1: As to the land hatched brown on the filed plan only the land beneath the overline bridge is included in the title.

NOTE 2: As to the land hatched blue on the filed plan only so much of the structure of the bridge carrying the rapid transit railway over the highway is included in the title.

NOTE 3: 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 land lying to the east of Bridge No 16 has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of land adjoining the southern boundary thereof dated 21 April 1965 made between (1) The British Railways Board and (2) Durham County Council:-

"the Board as beneficial owners hereby grant unto the County Council FULL AND FREE right and liberty to and for the County Council and their successors in title servants and workmen to use the surface (where necessary) and under surface and sub-soil of secondly ALL THAT piece of land containing an area of Thirteen hundredth parts of an acre or thereabouts situated at Jarrow aforesaid which said piece of land is for the purpose of identification and not of limitation more particularly delineated on the plan annexed hereto and thereon coloured blue (being part of deposit number 364 shewn in the said Book of Reference and plans deposited as aforesaid) to be used by the County Council for the carrying out of the authorised works for the diversion and culverting of the River Don under (inter alia) the Board's railway and to enter upon the said land for the purpose of inspecting maintaining repairing or renewing all or any part of the said works

A: Property Register continued

THERE is reserved out of this Conveyance

Unto the Board the right at any time to erect or suffer to be erected any buildings or works and to alter any buildings or works now or hereafter erected or constructed on any part of their adjoining or neighbouring land in such a manner so as to obstruct or interfere with the passage of light or air to the land hereinbefore described and any access of light or air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent (hereby given) of the Board and not as of right PROVIDED that before commencing any works the Board shall give to the County Council reasonable notice of their intention so as to enable the County Council if they so think fit to protect the works constructed by the County Council

(c) the right of support from the property hereby conveyed for the adjoining property of the Board

(d) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing re-instating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board or their adjoining or neighbouring land

the Board making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraph (d) of this clause

6. THE County Council hereby further covenant with the Board that the County Council will at their own cost erect permanent fences on the boundaries of the land remaining in the Board's possession as agreed by the Engineer and the Consulting Engineer's of the County Council and such fences when erected shall become the property of the Board and the same shall be maintained by the Board"

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

4 (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 renewing a single line of standard gauge railway on and over the southern part shown on the following plans hatched blue and edged green of each of the following underline bridges of the Board:-

Plan No.	Bridge No.
51789	16 (over Tyne Tunnel Approach Road)

PROVIDED ALWAYS that the Executive shall not impose upon the said bridges any load in excess of 25 ton axle load

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

(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

A: Property Register continued

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:-

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

A: Property Register continued

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 the said Bridge No. 14 whether on or over the Property or on or over adjoining land of the Board and also the said Bridges Nos. 7 8 and 16 and any fences walls railway banks abutments or retaining walls bridges or other works of the Board on the retained lands of the Board.

(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.

(h) Subject to all obligations of the Board under section 51 of the Tyne Tunnel Act 1946 in regard to Bridge No. 16 at Jarrow so far as such obligations relate to the rights herein agreed to be granted but with the benefit of all rights of the Board under that section so far as aforesaid

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

A: Property Register continued

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.

(3) WITHOUT prejudice to the generality of paragraph (1) of this clause IT IS HEREBY DECLARED that the bridges and works referred to in sub-paragraph (b) thereof include the said Bridges Nos. 7 8 and 16 and associated works of the Board"

NOTE: Plan No 51789 is the land in this title. Bridges numbered 13A, 14, 14A and 16 are so marked on the filed plan and the other Bridges referred to do not fall 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 (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) A Deed dated 17 March 1967 made between (1) British Railways Board and (2) Durham County Council relates to rights regarding the bridge under the railway shown on the filed plan as Bridge No 16.
NOTE: Copy filed.
- 2 (30.05.1991) An Agreement dated 30 June 1972 made between (1) British Railways Board and (2) The Tyneside Joint Sewerage Board relates to a 30" diameter sewer.
NOTE: Copy filed.
- 3 (30.05.1991) The land is subject to the rights granted by a Deed of Grant dated 9 February 1976 made between (1) British Railways Board and (2) Tyne and Wear County Council.

NOTE 1: The 2 footbridges are numbered 13A and 14 on the filed plan

NOTE 2: Copy filed.

- 4 (30.05.1991) A Conveyance of the land in this title and other land

C: Charges Register continued

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.

(2) FOR the benefit and protection of such of the retained lands of the Board and otherwise as is mentioned in Clause 9(A) hereof the Executive HEREBY FURTHER COVENANTS with the Board as follows:-

To repay to the Board one half of the cost reasonably incurred by the Board in inspecting maintaining repairing renewing reinstating and altering the entirety of the said Bridge No.14 PROVIDED ALWAYS that in the case of the renewal reinstatement or alteration of a bridge for reasons other than its condition and state of repair then the proportions borne by the parties may at the instance of either party be determined having regard to such reasons and the other circumstances of the case

PROVIDED that the Board shall not impose on either of the said structures any load in excess of 25 ton axle load

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

Schedule of restrictive covenants continued

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 or 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"

NOTE: Bridge No 14 referred to is so marked on the filed plan.

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.

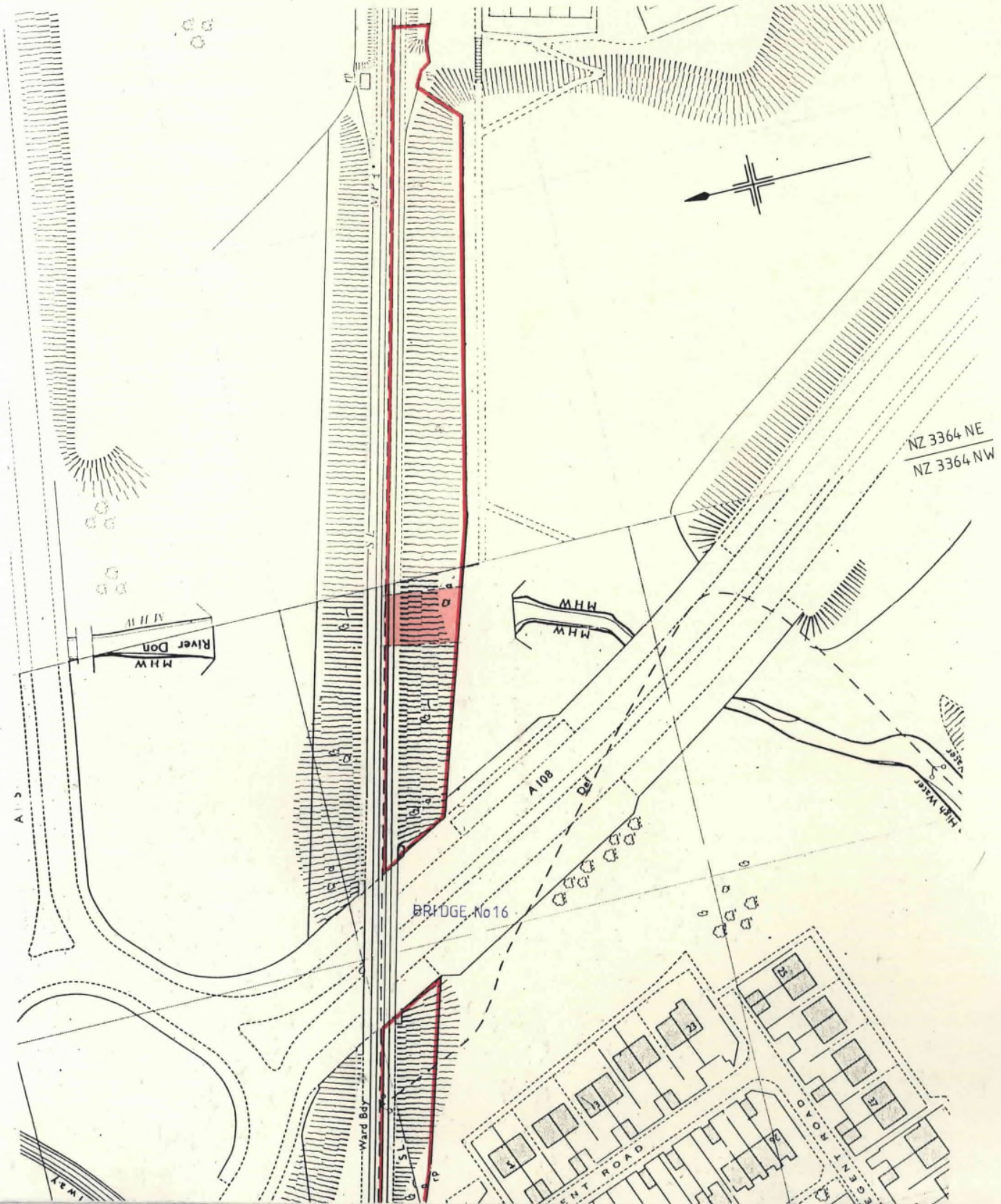
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

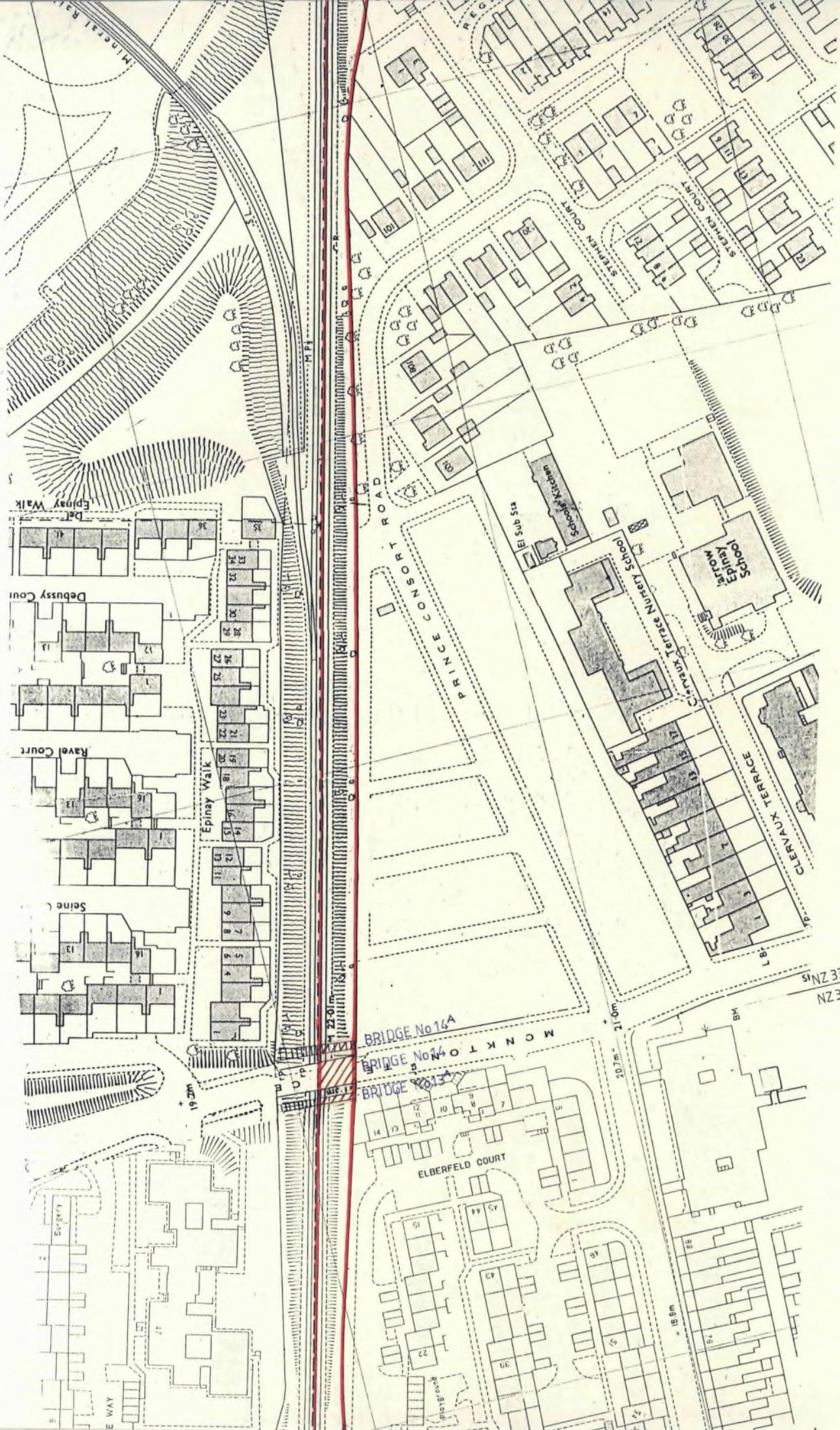
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 09 June 2020 shows the state of this title plan on 09 June 2020 at 15:14:55. 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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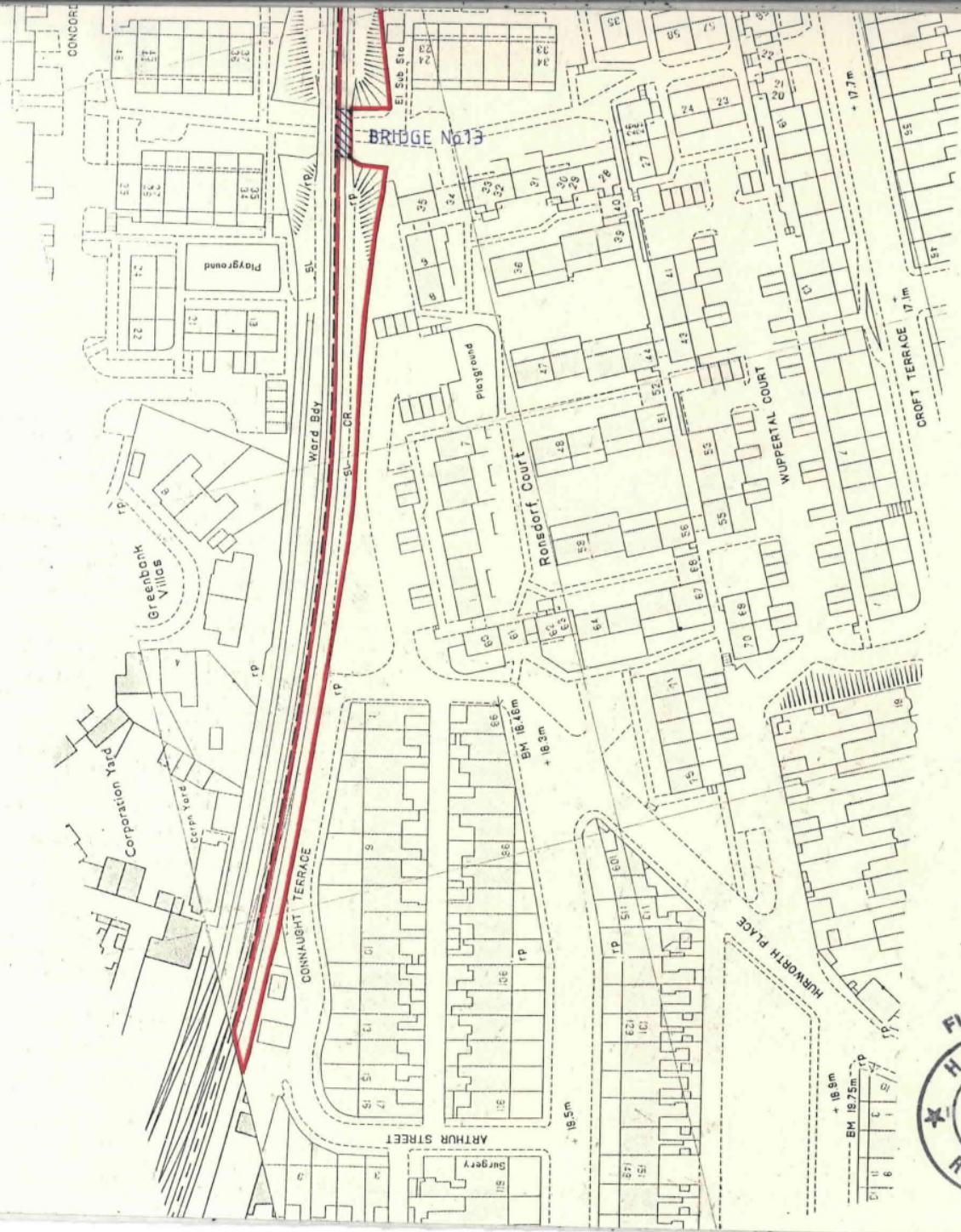
H.M. LAND REGISTRY		TITLE NUMBER	
		TY 256437	
ORDNANCE SURVEY PLAN REFERENCE	NZ 3264 3364 NE NE+NW	Scale 1/2500	
COUNTY	TYNE AND WEAR	DISTRICT	SOUTH TYNESIDE
			© Crown copyright





BRIDGE No 14
BRIDGE No 13
BRIDGE No 12

NZ 3364 NW
NZ 3264 NE



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 TY256438

Edition date 22.08.2008

- This official copy shows the entries on the register of title on 09 JUN 2020 at 15:17:47.
- 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 East and West of Monksway, Bede.

NOTE 1: As to the part hatched blue on the filed plan only so much of the structure of the bridge carrying the rapid transit railway over the highway 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 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:-

(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:-

A: Property Register continued

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."

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 8 July 1949 made between (1) The British Transport Commission and (2) South Shields Corporation relates to a sewer.

NOTE: Copy filed.

- 2 (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:

(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

Schedule of restrictive covenants continued

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

(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

Schedule of restrictive covenants continued

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

Schedule of restrictive covenants continued

(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

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H.M. LAND REGISTRY

TITLE NUMBER

TY 256438

ORDNANCE SURVEY
PLAN REFERENCE

NZ 3364 3464
NE NW

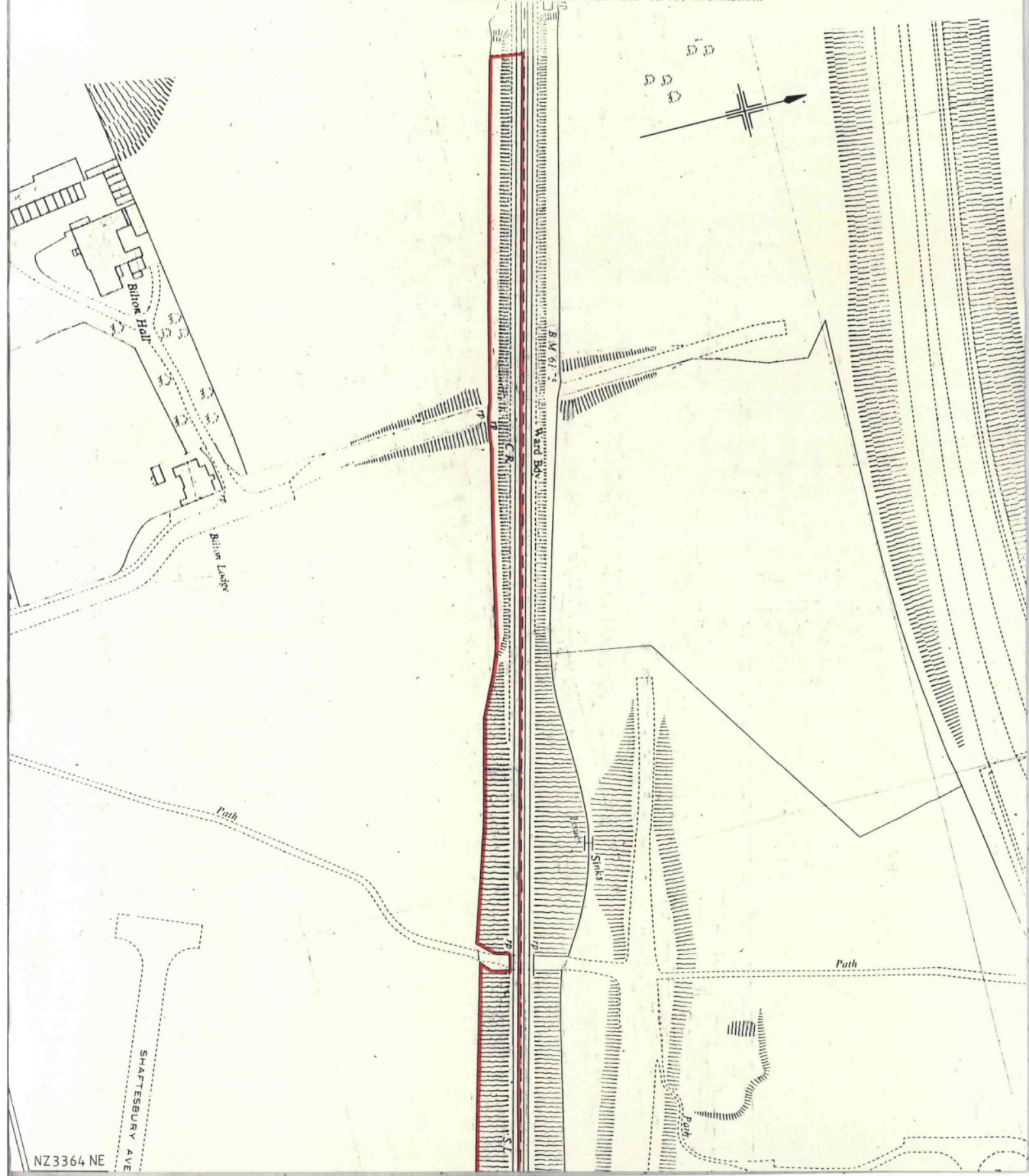
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COUNTY TYNE AND WEAR

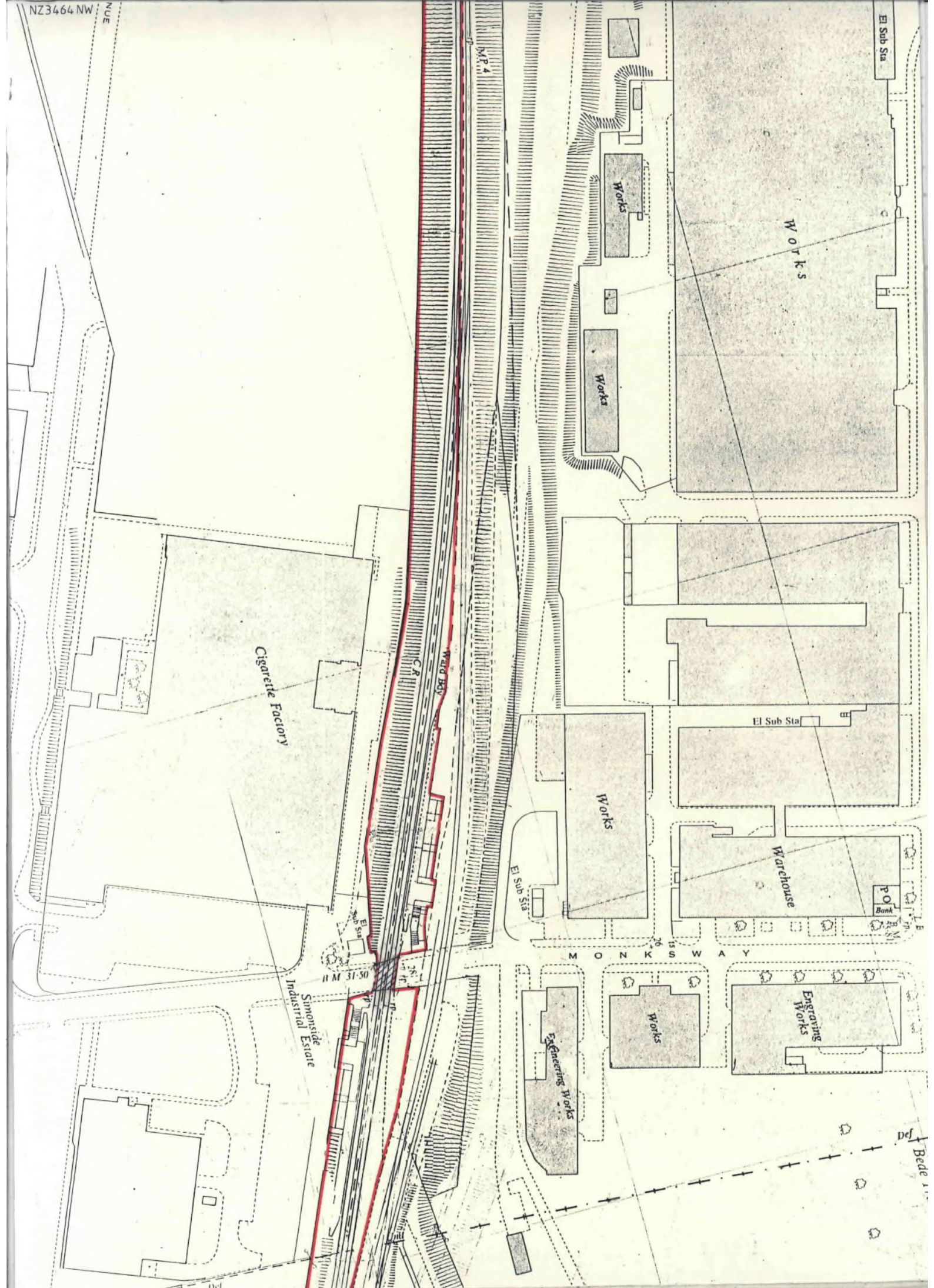
DISTRICT SOUTH TYNESIDE

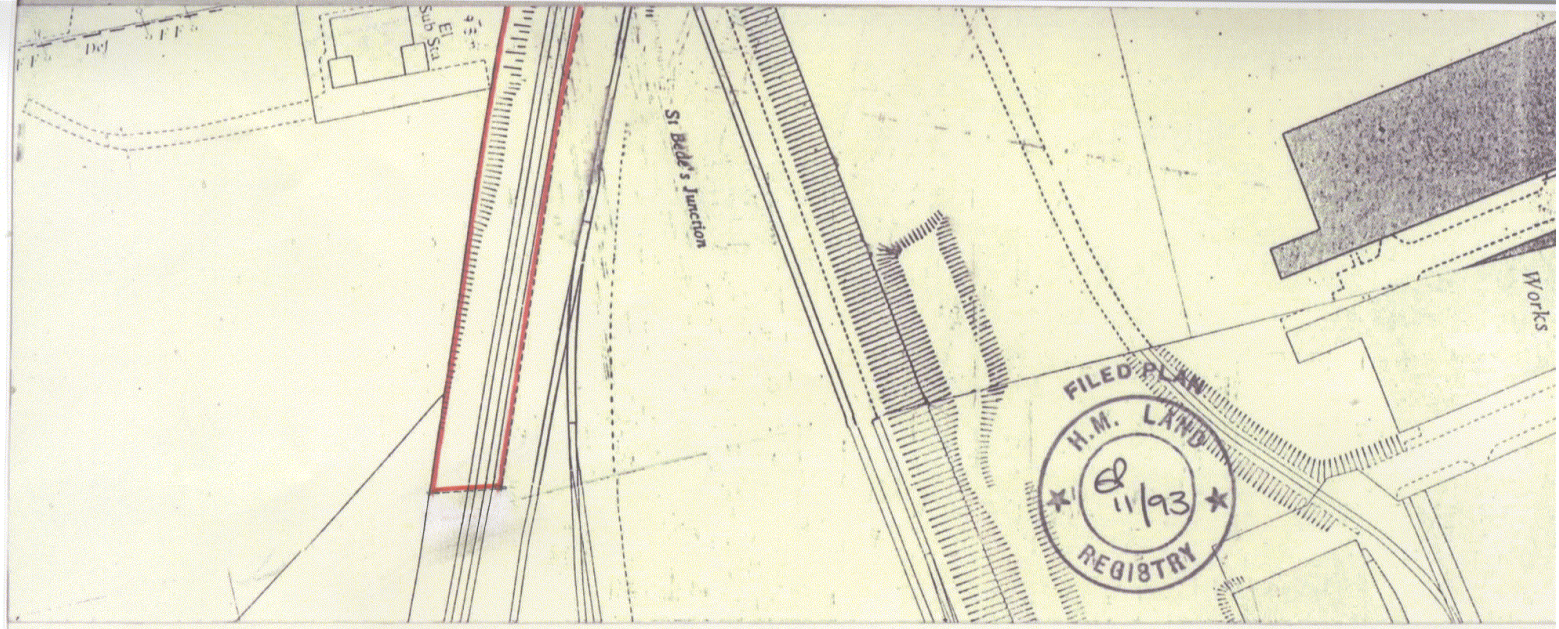
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The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.



NZ3364 NE





11/11/93

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Official copy of register of title

Title number TY278374

Edition date 01.05.2013

- This official copy shows the entries on the register of title on 09 JUN 2020 at 15:21:02.
- 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 (14.10.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying on the east and west sides of the A1, Jarrow.

NOTE: As to the part tinted yellow on the title plan, the roadway ground and soil beneath the bridge are not included in the title.

- 2 (14.10.1992) The mines and minerals together with ancillary powers of working are excepted.

- 3 (14.10.1992) The land tinted yellow on the filed plan has the benefit of the following rights reserved by a Deed dated 17 March 1967 made between (1) The British Railways Board (Board) and (2) The County Council of Durham (Council):-

"THERE is reserved out of this Deed

Full right and liberty for the Board and their successors in title with or without workmen on the expiration of twenty-one days' notice in writing given by the Board to the County Council or in case of emergency without previous notice to enter upon the said land for the purpose of constructing maintaining inspecting repairing and renewing the said bridge and footings the foundations abutments central pier and wing walls thereof and the right to disturb the roadway and footpaths on the said land making good to the reasonable satisfaction of the Surveyor of the County Council any damage caused to the said land Provided Always that the said rights and liberty shall so far as relative to any disturbance of the roadway and footpaths on the said land at all times and in all respects be exercised in accordance with the directions of the Surveyor of the County Council

The right of support from the first land for the adjoining land and works of the Board."

- 4 (14.10.1992) The land tinted pink on the filed plan has the benefit of the following rights granted by the Conveyance dated 25 September 1980 referred to in the Charges Register:-

"THERE is included in this Conveyance:-

- (a) the rights set out in the Second Schedule hereto

A: Property Register continued

SECOND SCHEDULE

(Rights Granted)

1. Full right and liberty for the Purchaser and its successors in title the owners and occupiers for the time being of the property described in the First Schedule hereof or any part thereof and their respective servants and licensees (in common with the Vendor and all others having the like right) at all times hereafter by day and night to pass and repass along over and upon the roadways on the said Estate with or without vehicles of any description for all purposes connected with the use and enjoyment of the conveyed lands but not for any other purpose whatsoever.

2. Full right and liberty for the Purchaser to construct and thereafter maintain over the land coloured on the attached plan a bridge together with a railway thereon and at all times of the day and night to enter upon the said land with contractors workmen and others on foot or otherwise and with or without plant machinery apparatus and appliances for the purposes of constructing altering inspecting maintaining protecting renewing and using the said bridge its supports abutments and other structure to the intent that the same shall be appurtenant to the Tyne and Wear Rapid Transport System."

NOTE: Copy plan filed under TY84271.

- 5 (14.10.1992) The Conveyance dated 25 September 1980 referred to above contains the following provision:-

"NOTWITHSTANDING anything in the Conveyance hereinbefore contained the Vendor or other the owner or owners for the time being of the Bede Industrial Estate or any part thereof shall be at liberty to erect such buildings or erections on any part of the said Estate and to alter or add to or use the same or any existing buildings or erections on the said Estate in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by the Purchaser or its successors in title from and over the said Estate may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this Conveyance be deemed henceforth to be enjoyed by the Purchaser and its successors in title with the consent of the owner or owners of the said Estate subject to the provisions of this Clause and not otherwise."

- 6 (14.10.1992) A Conveyance of the land tinted blue on the filed plan dated 19 April 1983 made between (1) The English Industrial Estates Corporation (Owner) and (2) Tyne and Wear Passenger Transport Executive (Grantee) contains the following provision:-

"Notwithstanding anything herein contained the Owner and its successors in title the owners for the time being of the Bede Industrial Estate or any part thereof shall be at liberty to erect such buildings or erections on any part of the said estate and to alter add to or use the same or any existing building or erections on the said estate in such manner as it or they may think fit notwithstanding that the access and use of light and air now or at anytime hereafter enjoyed by the Grantee or its successors in title from and over the said estate may be thereby obstructed diminished or destroyed and any such access and use of light and air as aforesaid shall notwithstanding this conveyance be deemed henceforth to be enjoyed by the Grantee and its successors in title with the consent of the owner or owners of the said estate subject to the provisions of this clause and not otherwise."

- 7 (14.10.1992) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance and Transfer dated 4 January 1991 made between (1) British Railways Board and (2) Tyne and Wear Passenger Transport Executive:-

"TOGETHER WITH all rights and interests of the Executive in Bridge No 20X over Monksway at Bede in the position shown uncoloured but hatched red on the said plan No. 51790 EXCEPT the land and any rights and interests in the said Bridge as became vested in the Tyne and Wear

A: Property Register continued

Development Corporation under or by virtue of The Tyne and Wear Development Corporation (Vesting of Land) (Port of Tyne Authority and British Railways Board) Order 1989."

8 (14.10.1992) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 30 September 1992 referred to in the Charges Register:-

"there are included in this Conveyance all existing rights of the Board for the support of the Property

without prejudice the generality of the foregoing paragraphs the rights and obligations mentioned include all rights and obligations

attaching to the Underline Bridges including all structural and supporting works

under Sections 117 118 120 and 122 of the Transport Act 1968

THERE are not included in this Conveyance:-

4.1 any mines or minerals under the Property (except such as were expressly conveyed to the Board's predecessors in title and have not been divested by statute) but nothing in this exclusion shall prejudice the operation of Clause 6.1 below so far it applies to the statutory rights and obligations of the Board in respect of mines and minerals

4.2 any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any retained land of the Board (whether intended to be retained or to be sold by them)

4.3 any right of access over any retained land of the Board

5. THERE are reserved out of the Property for the benefit of the Board's retained land and works

5.1 the right at any time to erect or suffer to be erected any buildings or other erection now standing or afterwards to be erected on any part of their retained land 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 land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

5.2 the right of support from the Property for the retained land and works of the Board

5.3 the right to have maintain repair cleanse use renew alter and remove any drains pipes wires cables and works on over or under the Property now used for the benefit of the retained land of the Board

5.4 the right with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of exercising the right reserved by Clause 5.3 above subject to Clause 5.6 below

5.5 the right with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of inspecting maintaining repairing renewing altering or removing any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their retained land subject to Clause 5.6 below

5.6 the above rights of entry are subject to the Board making good all damage occasioned to the Property in their exercise."

9 (01.05.2013) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered TY509754 in green on the title plan dated 21 January 2008 made between (1) Tyne And Wear Passenger Transport Executive and (2) Tyne And Wear Passenger Transport Authority.

NOTE:-Copy filed under TY509754.

A: Property Register continued

- 10 (01.05.2013) The Transfer dated 21 January 2008 referred to above contains a provision as to light or air.

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 (14.10.1992) PROPRIETOR: TYNE AND WEAR PASSENGER TRANSPORT EXECUTIVE of Nexus House, St James Boulevard, Newcastle Upon Tyne NE1 4AX.
- 2 (14.10.1992) 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 (14.10.1992) The land tinted blue and tinted pink on the filed plan is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 19 December 1947 made between (1) Cecil Wilkins and Evelyn Margaret Wilkins (Vendors) and (2) The Board of Trade:-

"As to the premises marked L and O on the said plan and such other parts of the property hereby conveyed as may be affected thereby Subject to such liberty and power (if any) as the Bede Chemical Company Limited in liquidation or their successors in title and any other corporation or person (other than the Vendor) possess to use any sidings or lines of rails then or at any time thereafter laid upon the said land and to make and use sidings and connections therewith such corporations and persons paying a fair and reasonable proportion of the cost of repairing and keeping in efficient order and condition the said sidings and lines of rails.

NOTE: The land in this title forms part of the premises marked L referred to."

- 2 (14.10.1992) The land tinted brown on the filed plan is subject to the following rights reserved by a Deed dated 21 April 1965 made between (1) British Railways Board and (2) The County Council of Durham:-

"the Board as beneficial owners hereby grant unto the County Council FULL AND FREE right and liberty to and for the County Council and their successors in title servants and workmen to use the surface (where necessary) and under surface and sub-soil of secondly ALL THAT piece of land containing an area of Thirteen hundredth parts of an acre or thereabouts situate at Jarrow aforesaid which said piece of land is for the purpose of identification and not of limitation more particularly delineated on the plan annexed hereto and thereon coloured blue (being part of deposit number 364 shewn in the said Book of Reference and plans deposited as aforesaid) to be used by the County Council for the carrying out of the authorised works for the diversion and culverting of the River Don under (inter alia) the Board's railway and to enter upon the said land for the purpose of inspecting maintaining repairing or renewing all or any part of the said works."

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

- 3 (14.10.1992) An Agreement dated 30 June 1972 made between (1) British Railways Board and (2) The Tyneside Joint Sewage Board relates to a thirty inch diameter sewer.

NOTE: Copy filed.

C: Charges Register continued

- 4 (14.10.1992) A Conveyance of the land in this title dated 30 September 1992 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.
- 5 (19.03.2008) A Conveyance of the land tinted pink on the filed plan and other land dated 25 September 1980 made between (1) The English Industrial Estates Corporation (Vendor) and (2) Tyne and Wear Passenger Transport Executive (Purchaser) contains the following covenants:-

"THE Purchaser hereby covenants with the Vendor to the intent that the burden of this covenant may run with and bind the property hereby conveyed and every part thereof into whosoever hands the same may come and to the intent that the benefit thereof may be annexed to and run with the Vendor's Bede Industrial Estate Jarrow Tyne and Wear and every part thereof to observe and perform the restrictions set out in the Third Schedule hereto.

THIRD SCHEDULE

(Restrictive Covenants)

1. The Purchaser and its appointed contractors will not without first having obtained the written consent of the Vendor alter or interfere with any existing sewer drain or service on the Bede Industrial Estate.
2. The Purchaser and its appointed contractors will not do any thing which may impede or obstruct to the Bede Industrial Estate or any of the Estate Roads at any time."

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 30 September 1992 referred to in the Charges Register:-
- "THE Executive:
- 7.1 covenants with the Board for the benefit and protection of such part of the retained land 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 the Executive's successors in title owners for the time being of the Property or any part of it in whosoever hands it may come
- 7.1.1 that there shall not at any time on any part of the Property within a distance of five metres of the Board's retained land between the points marked A-B on the attached plan No. 3276/92/A be carried out any works including (but not limited to) the making of excavations and the erection of or addition to any buildings or structures without
- 7.1.1.1 there having previously been submitted detailed plans and sections of the works in triplicate to the Board
- 7.1.1.2 the Board's approval having been obtained and
- 7.1.1.3 compliance with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose
- 7.1.2 in the event of the Property ceasing to be an operational railway and if so required by the Board to erect to the Board's satisfaction on the Property and afterwards maintain (and if necessary renew) a fence of a design and specification approved by the Board between the points marked A-B on the attached plan No. 3576/92A
- 7.1.3 where the Property adjoins an operational railway not to erect a fence or otherwise demarcate the boundary without the Board's prior consent in writing
- 7.2 indemnified the Board against any liability for Accommodation Works Obligations and against all costs claims losses and liability arising out of any breach of obligation under Clause 6.1 above

Title number TY278374

Schedule of restrictive covenants continued

7.3 releases the Board from all obligations assumed by the Board under the Conveyance and Transfer made the Fourth day of January One thousand nine hundred and ninety-one between the same parties as are parties to this Conveyance and indemnified them against any liability for the maintenance and repair of the structures of the Underline Bridges and for any other works of the Board on the Property

This Conveyance is made with the approval of the Tyne and Wear Passenger Transport Authority (formerly called the Tyneside Passenger Transport Authority) under sub-section (1) of section 23 of the Tyneside Metropolitan Railway Act 1973."

NOTE: The points A-B referred to have been reproduced on the filed plan.

End of register

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H.M. LAND REGISTRY

TITLE NUMBER
TY278374



ORDNANCE SURVEY
PLAN REFERENCE

NZ3364

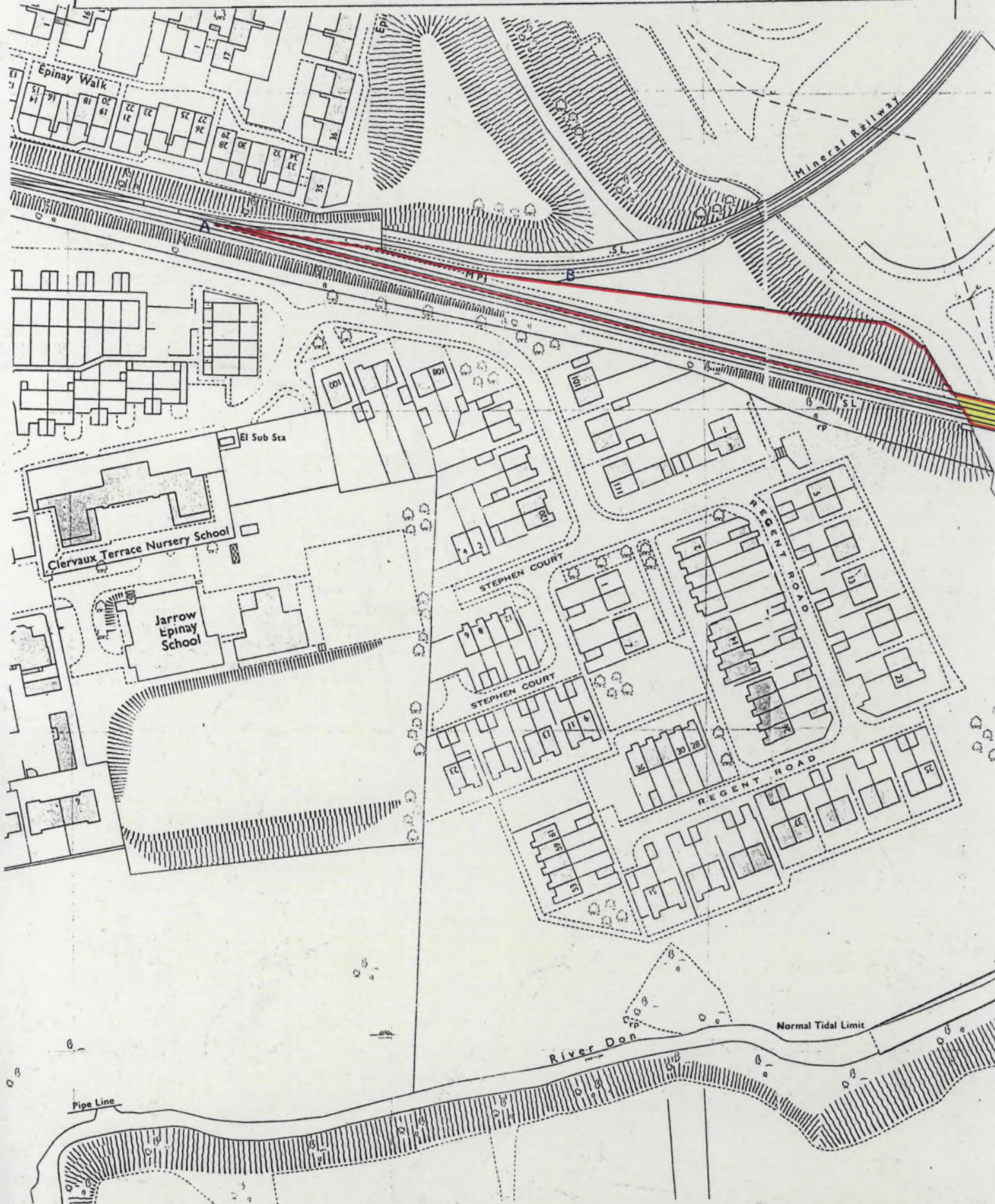
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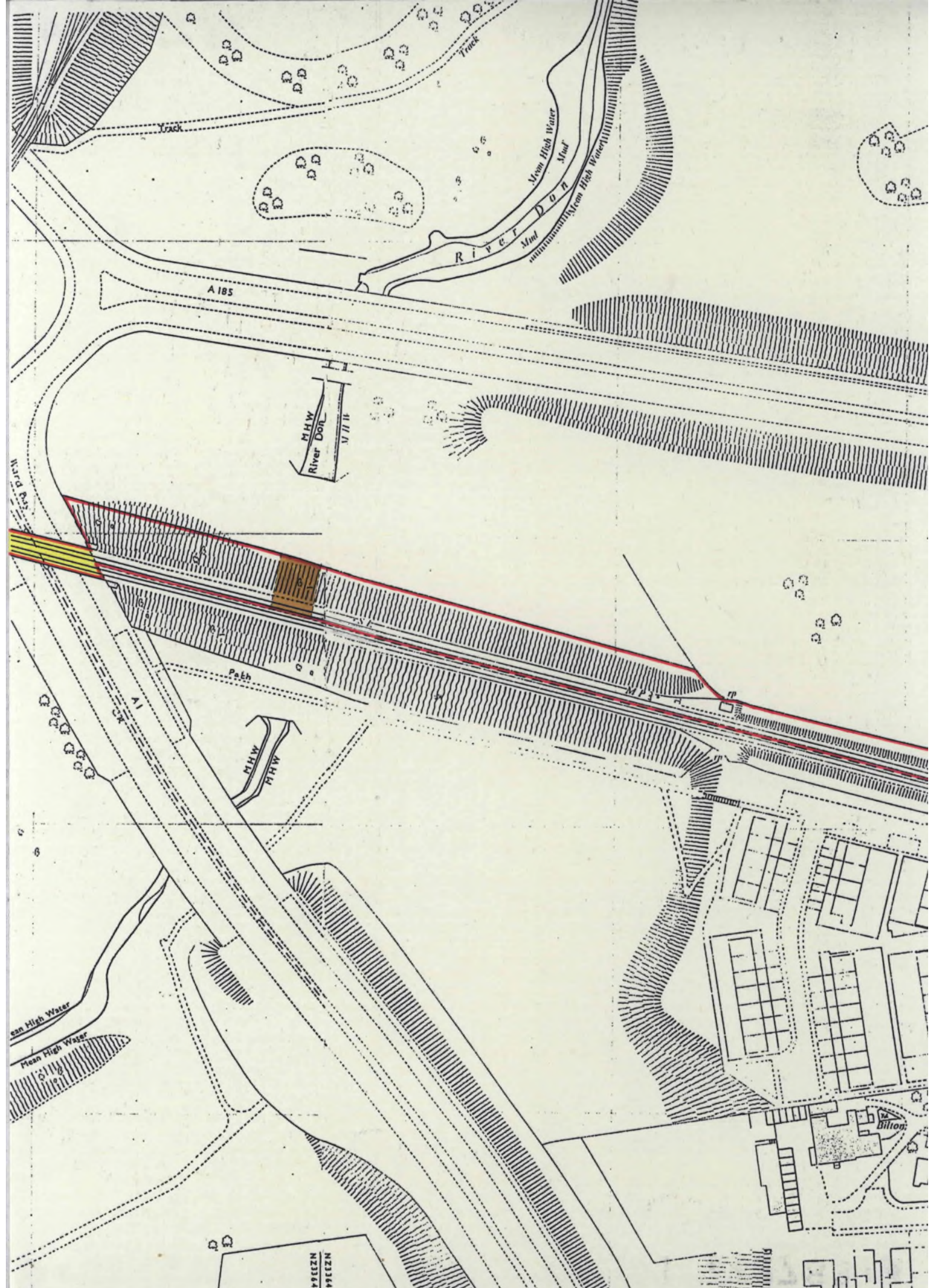
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COUNTY TYNE AND WEAR

DISTRICT SOUTH TYNESIDE

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A 185

MHW
River Dock

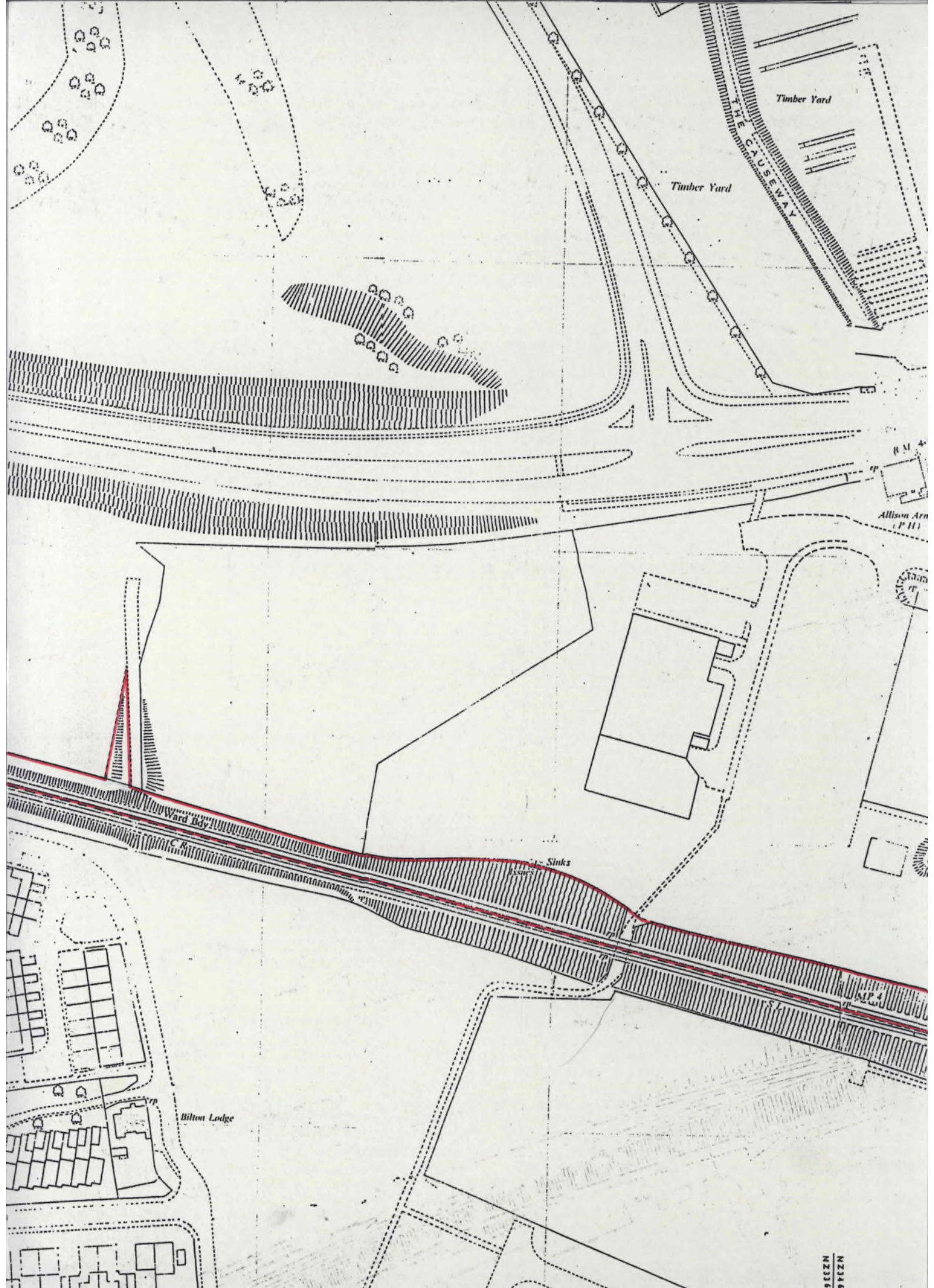
Path

A 1

Mean High Water

Bilton

NZ3364
N2332N



Timber Yard

Timber Yard

THE CAUSEWAY

Allison Arch
(P II)

Ward Bdy

Sinks

Bilton Lodge

NZ144
N2336

