



Title register for:

**Arundel House Mersey Care, Smithdown Health Park, Liverpool, L15
2HE (Freehold)**

Title number: MS611595

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Register summary

Title number	MS611595
Registered owners	Mersey Care Nhs Trust V7 Building, Kings Business Park, Prescot L34 1PJ
Last sold for	No price recorded

A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date	
1	2000-03-01	MERSEYSIDE : LIVERPOOL The Freehold land shown edged with red on the

plan of the above title filed at the Registry and being Smithdown Health Park, Smithdown Road, Liverpool (L15 2HE).

2	2000-03-01	The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land adjoining the northerly and easterly boundaries of the land in this title dated 27 March 1997 made between (1) The Secretary of State for Health (Transferor) and (2) Hornport Construction Limited (Transferee):- "TOGETHER WITH the rights contained in the First Schedule hereto for the benefit of the property... EXCEPT AND RESERVED unto the Transferor as mentioned in the Second Schedule hereto The First Schedule before referred to 1. The right to keep and use Projections incidental to any building erected on the Property which overhang or protrude beneath the Retained Land 2. The right to enter after giving reasonable written notice at all reasonable times (except in the case of emergency) upon the Retained Land so far as may be necessary for the purposes of constructing inspecting cleaning maintaining repairing and renewing the walls fences and other boundary structures on the property causing as little damage as possible and making good to the reasonable satisfaction of the Transferor any damage caused 3. Full right and liberty for the Transferee its authorised agents and all statutory authorities to enter upon such part or parts of the Retained Land as shall be necessary for all purposes connected with the construction and completion of the boundary structures described in clause 2.1 hereto and the construction and completion of the connection of the Retained Land to the road
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footpaths and/or land shown hatched black on the Plan and any new road and/or footpaths substituted therefor at any times and all times with or without workmen servants agents plant machinery equipment tools and materials PROVIDED THAT in the exercise of this right and liberty (a) the Transferee shall give at least 7 days' prior written notice to the Transferor (except in the case of emergency) of its intention to enter upon the Retained Land to carry out such work and (b) the Transferee will cause as little inconvenience as is possible and will do as little damage as is possible to the Retained Land and will make good all such damage and reinstate the surface of the Retained Land to the reasonable satisfaction of the Transferor

The Second Schedule before referred to

1. The right for the Transferor and his successors in title to the Retained Land and all persons authorised by the Transferor to connect to and pass and re-pass at all times and for all purposes over and along the road footpath and/or land shown hatched black on the Plan in common with the Transferee and all persons authorised by the Transferee PROVIDED ALWAYS that (subject as hereinafter mentioned) the Transferee shall at its own expense be entitled to deviate alter or stop-up such road and footpath provided that (a) there shall first be substituted therefor a right for the Transferor and others as aforesaid to pass and re-pass at all times and for all purposes over and along any new roads and footpaths which may within the Perpetuity Period be constructed upon the Property or some part thereof and which shall connect the Retained Land to Smithdown Road aforesaid until such roads or footpaths shall be adopted and become highways maintainable at the public expense (b) any new roads and footpaths as aforesaid shall be no less convenient or

commodious to the Transferor (acting reasonably) and others as aforesaid for gaining access to and egress from the Retained Land and (c) plans showing the route of any such new roads and footpaths shall first be submitted to and approved by the Transferor such approval not to be unreasonably withheld or delayed

2. The right to the free and uninterrupted passage and running of water soil gas electricity and other services through Service Installations now or within the Perpetuity Period laid or constructed on under or through or which belong to the Property and which serve the Retained Land

3. The right for the Transferor and his successors in title to the Retained Land and all persons authorised by the Transferor at any time during the Perpetuity Period to enter upon the Property to lay or construct Service Installations on under or through such part of the Property which shall not be under a building or an intended building (as defined in paragraph (b) hereof) or to make a connection to Service Installations now or within the Perpetuity Period laid or constructed on under or through or which belong to the Property PROVIDED THAT (A) the Transferee shall at its own expense be entitled to divert or re-route any Service Installations under or passing through the Property as it shall reasonably think fit on the basis that the service and/or facility afforded thereby shall not be interrupted or reduced and so that any Service Installations so laid under the Property shall be of sufficient capacity to serve the residential development of the Property AND any buildings which are now erected on the Retained Land and (B) the person or persons exercising such rights shall:

(a) give reasonable prior written notice to the Transferee or its successors in title to enter upon

the Property (except in the case of emergency) and only enter upon such part of the Property as is necessary

(b) obtain the approval in writing of the Transferee or its successors in title (such approval not to be unreasonably withheld or delayed) to any such connection to the Service Installations which shall not be under a building or an intended building (an intended building being one for which planning permission has been granted)

(c) cause as little damage as reasonably possible to the Property

(d) forthwith at his or their own expense make good any damage caused to the Property by the exercise of such rights to the reasonable satisfaction of the Transferee or its successors in title

(e) not to damage the sewers or drains or discharge any deleterious materials into the same

(f) obtain the consent of the relevant competent authority to the connection into the Service Installations

4. The right to keep and use Projections incidental to any building erected on the Retained Land which overhang or protrude beneath the Property

5. The right to enter after giving reasonable written notice at all reasonable times (except in the case of emergency) upon the Property so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the Service Installations serving the Retained Land and Projections buildings walls fences and other boundary structures of the Retained Land now or within the Perpetuity Period laid or constructed and to carry out those works causing as little

damage as possible and making good to the reasonable satisfaction of the Purchaser any damage caused

6. The right of support and shelter afforded by the Property for any building erected or to be erected within the Perpetuity Period on the Retained Land

7. All other rights easements quasi-rights and quasi-easements (other than of way) enjoyed in respect of the Retained Land over the Property as would be deemed to exist if the Retained Land and the Property had been used in their present state from time immemorial but by different owners It is hereby agreed and declared as follows:-

"the Perpetuity Period" means a period of 80 years from the date of this Assurance

"the Projections" means eaves roofs gutters spouts downpipes chimneys foundations and any similar structures

"the Service Installations" means drains channels sewers pipes wires cables watercourses gutters and other conducting media including ancillary and connected equipment and construction works

the siting of the rights liberties and easements granted and reserved shall be ascertained and the exercise thereof shall commence within the Perpetuity Period"

NOTE 1: The land in this title forms part of the Retained Land referred to.

NOTE 2: The land hatched black referred to is shown tinted brown on the filed plan.

"It is hereby agreed and declared as follows:-

Whether by implication prescription or by reason of any reference herein to rights easements quasi-rights and/or quasi-easements generally or otherwise the Transferee shall not become entitled to any rights (except as may be both specifically described and expressly granted hereby) of light or air which would restrict or interfere with the free use of the Retained Land for building or any other purposes whatsoever or of way.

That this deed shall not (except as may be expressly provided) include or operate as a grant or assurance of any easement quasi-easement right liberty privilege or advantage over the Retained Land or any part or parts thereof and all existing rights easements quasi-rights and quasi-easements hitherto enjoyed over the Retained Land shall on the date hereof cease determine and be released but without prejudice to the rights to be granted to the Transferee in the First Schedule hereto"

B: Proprietorship Register

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

Class of Title: Title absolute

Entry number	Entry date	
1	2014-04-29	PROPRIETOR: MERSEY CARE NHS TRUST of V7 Building, Kings Business Park, Prescot L34 1PJ.
2	2014-04-29	RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any charge, not being a charge registered before the entry of this restriction is to

be registered without a written consent signed by the Secretary of State for Health of Richmond House, 79 Whitehall, London SW1A 2NS or his conveyancer.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date
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1	2000-03-01	A Conveyance of the land tinted pink on the filed plan and other land dated 29 September 1887 made between (1) The Right Honourable William Philip Earl of Sefton KG (2) John Roberts and (3) The Guardians of the Poor of the Township or Extra Parochial Place of Toxteth Park contains the following covenants:- "... the said Guardians do hereby for themselves their Successors and assigns Covenant with the said Earl and also as a separate Covenant with the said John Roberts... that no building or erection of any kind other than the said walls shall at any time be erected built or placed upon any part of the said land edged red lying within twenty feet from Arundel Avenue or from the East or West boundaries of the said land and no building or erection shall be built on the remaining portion of the said land edged red except in accordance with a plan to be first approved of by the Local Government Board and the said Guardians their Successors and assigns shall within ten days from resolving so to build give notice to the said Earl or his heirs that such Resolution has been passed and shall with such notice forward to him or them a copy of the plan of the proposed building setting forth the object for which it is to be used its site
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size and architecture"

NOTE: The west boundary referred to is co-extensive with the western boundary of the land tinted pink on the filed plan.

2	2000-03-01	The land hatched blue on the filed plan is subject to the following rights granted by the Lease of an electricity substation site shown edged blue on the filed plan dated 14 September 1962 referred to in the Schedule of Notices of Leases hereto:
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"Together also with the right for the Tenants and all persons authorised by them to enter upon the Minister's adjoining land shown coloured blue on the said plan for the purpose of erecting the said sub-station and of inspecting maintaining and repairing the same from time to time"

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

3	2000-03-01	A Transfer of land at Smithdown Road lying to the east of the land in this title dated 14 July 1995 made between (1) The Secretary of State for Health and (2) Ian David Rogers and others contains the following covenants by the Transferor:-
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"The Transferor so as to bind the Retained Land and any part or parts thereof into whosoever hands the same may come HEREBY COVENANTS with the Transferees for the benefit of the Property and each and every part thereof to observe and perform the stipulations set out in the Fourth Schedule hereto

The Fourth Schedule

Stipulations to be performed and observed by the Transferor

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3. Not to do or omit to do or permit or suffer to be done or omitted to be done any act or thing which causes or may be or become an annoyance nuisance damage or disturbance to the Transferees or the owner or the occupier of the Property or any part thereof.

NOTE: The land in this title comprises part of the Retained Land referred to.

4	2000-03-01	The land is subject to the following rights granted by the Transfer dated 14 July 1995 referred to above:-
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"TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto for the benefit of the Property

The First Schedule

Rights Granted

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4. The right to use the foul and surface water drainage system ("the Services") passing through or under the Retained Land and serving the Property at the date hereof TOGETHER WITH the right to enter the Retained Land after giving reasonable notice to maintain or repair or renew the same, causing as little damage as possible and making good to the reasonable satisfaction of the Transferor or its successors in title any damage caused SUBJECT TO the Transferees contributing a fair and reasonable proportion of the costs which may be incurred by the Transferor or its successors

in title in maintaining repairing or renewing the said system PROVIDED ALWAYS that the Transferor or its successors in title shall have the right to alter the routes of all such services subject to the Purchaser being provided with similar services which are no less beneficial and at no cost to the Purchaser"

5	2014-04-29	Right of pre-emption in favour of the Secretary of State for Health contained in paragraph 9(4) of the Health and Social Care Act 2012 Liverpool Primary Care Trust Property Transfer Scheme 2013.
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NOTE:-Copy filed.

6	2009-11-11	The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.
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7		Registration Date : 01.03.2000 Plan Reference : edged blue Property Description : site of an electricity sub-station Date of Lease : 14.09.1962 Term : 99 years from 1.9.1962 Lessee's Title : MS568620 NOTE: See entry in the Charges Register relating to the rights granted by this Lease
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