

Title Number : MS649242

This title is dealt with by HM Land Registry, Birkenhead Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 19 OCT 2020 at 07:57:22 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: MS649242
Address of Property	: Land at Arrowe Park Road, Wirral
Price Stated	: Not Available
Registered Owner(s)	: WIRRAL BOROUGH COUNCIL of Town Hall, Brighton Street, Wallasey, Merseyside CH44 8ED and of DX708630, Seacombe.
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 19 OCT 2020 at 07:57:22. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

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

MERSEYSIDE : WIRRAL

- 1 (16.10.2017) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Arrowe Park Road, Wirral.
- 2 (16.10.2017) So much of the land in this title as is affected thereby is subject to the following rights granted by but has the benefit of the following rights reserved by a Transfer dated 7 February 2005 made between (1) Wirral Borough Council and (2) Wirral Partnership Homes Limited:-

RIGHTS, BENEFITS, EXCEPTIONS AND SUBJECTIONS

The Property or any part of it is transferred TOGETHER WITH the rights (newly granted by this transfer) set out in Part 1 of Schedule 3 for the benefit of the Transferee and its successors in title owners and occupiers for the time being of the Property or any part thereof such rights being for the benefit only of those parts of the Property which are included in Batch Plans where there is Retained Land or where there is adjacent, adjoining or neighbouring land of the Transferor or such land in the vicinity of the Property AND TOGETHER WITH the benefit (so far as the same relates to any part of the Property) of:

- i) all subsisting rights and easements expressly or implied granted or reserved and
- ii) all subsisting rights and easements which have been acquired by prescription

at any time before the date of this transfer for the benefit of any land which is or includes part of the Property AND

TOGETHER ALSO WITH the benefit (so far as the same relates to any part of the Property) of any covenants restrictions or stipulations or other matters on the part of purchasers of land formerly belonging to the Transferor and which is adjoining or neighbouring any part of the Property (being covenants restrictions or stipulations which are capable of benefiting some part of the Property and not including any covenant under Section 155 Housing Act 1985 to repay discount money to the Transferor) and in particular (but without limitation) all covenants to bear a proportion of the cost of repairing maintaining cleansing or operating any roads parking area paths forecourts accessways or Service Conduits forming part of the Property used by the owners of such adjoining or neighbouring land and the owners or occupiers of the Property

EXCEPTING AND RESERVING to the Transferor for the benefit only of those parts of the Retained Land which are situated adjacent to or in the vicinity of the Property or any part thereof the rights set out in Part II of Schedule 3

SUBJECT TO and with the benefit of the Restrictions and Stipulations

SUBJECT ALSO TO and with the benefit of all of the following to the extent that they affect or benefit any part of the Property:

A: Property Register continued

i) the Leases and Tenancies

ii) the rights and interest of the highway authority over and in all highways forming part of the Property

5.2 The Transferor HEREBY ASSIGNS to the Transferee (in so far as the Transferor has power to do so but otherwise with full title guarantee);

5.2.1 the benefit of rights reservations or such other matters expressed to be for the benefit of the Transferor or its predecessors as successors in title to the extent that the benefit of such rights reservations and other matters relates to the Property and is not otherwise transferred to the Transferee by operation of law.

5.2.2 Such rights (if any) reserved for the benefit of the Property or any part thereof by any assurances of land previously sold by the Transferor or its predecessors in title.

Schedule 3

Part 1

Rights granted for the benefit of the Property over Retained Land

There is granted to the Transferee and its successors in title its mortgagees chargees and all persons deriving title through them for the benefit of each and every part of the Property which is included in Batch Plans where there is Retained land or which is situated adjacent or adjoining to or in the vicinity of any part of the Retained Land or other neighbouring land of the Transferor (which for the purposes of this Schedule 3 Part 1 shall be deemed to be incorporated in the definition of Retained Land) and the owners and occupiers thereof from time to time such (if any) of the following rights over that part of the Retained Land as are capable of benefiting that part of the Property (such rights to be enjoyed in common with the Transferor and all other persons having the like or similar rights) over such land and each and every part thereof

1 The free and uninterrupted right to the passage and running of water soil gas electricity and other fuel telephone television and other services to and from such part of the Property through and along the Service Conduits which are now or may be constructed within the Perpetuity Period in or over or under the Retained Land to the extent that the same serve or are capable of serving such part of the Property or any part thereof together with the right subject to not less than 7 days prior written notice to the Transferor or its successors in title (except in the case of emergency) to enter onto such part of the Retained Land as may be necessary with or without workmen materials and appliances for the purpose of connecting into inspecting repairing maintaining renewing altering adjusting replacing and cleansing such Service Conduits PROVIDED THAT such rights of entry shall also apply in respect of any new Service Conduits referred to in paragraph 2 below;

2 The right for the Transferee to connect into any of the Service Conduits in or under the Retained Land and serving or capable of serving any part of the Property together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits in or over under or through the Retained land from time to time in such routes as may previously be approved in writing by the Transferor such approval not to be unreasonably withheld or delayed and the right subject to not less than 7 days prior written notice to the Transferor (except in the case of emergency) to enter on to such parts of the Retained Land as may be reasonably necessary with or without workmen materials and appliances for any or all of these purposes and subject to the Transferee making good as soon as reasonably practicable any damage thereby caused and causing as little inconvenience as possible;

3 A right of way (with or without vehicles in the case of roadways) at all times and for all purposes for the use and enjoyment of the Property or any part thereof over and along the private forecourts amenity areas roadways and paths constructed on any part of the

A: Property Register continued

Retained Land other than any areas on which buildings are erected PROVIDED THAT the Transferor may with the prior written approval of the Transferee (such approval not to be unreasonably withheld or delayed and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) upon giving not less than 28 days' written notice to the Transferee (except in the case of emergency) from time to time alter the route of any such roadways or paths through such part of the Retained Land and if the Transferor does so, it shall provide suitable similarly commodious alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Retained Land to the Property shall be adequate for the full continued use and enjoyment of the Property as at the date of commencement of such alteration.

4 The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of such part of the Property and each and every part thereof

5 The right to unimpeded access and enjoyment of light and air to all windows in the buildings now on such part of the Property from or over the Retained Land provided always that nothing expressed or implied in the Transfer shall prevent the Transferor from developing the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over part(s) of the Retained Land and which would be implied by statute or by reason of severance hereby effected over the Retained Land for the benefit of such part of the Property adjoining adjacent to or neighbouring the Retained Land

Part 11

Exceptions and reservations from the Property for the benefit of Retained Land

There is excepted and reserved to the Transferor for the benefit of each and every part of the Retained Land which is situated adjacent to or in the vicinity of any part of the Property in Batch Plans where there is Retained Land such (if any) of the following rights over that part of the Property as are capable of benefiting that part of the Retained Land (such rights to be enjoyed in common with the Transferee and all other persons having the like or similar rights):-

1. The free and uninterrupted right to the passage and running of water soil gas electricity and other fuel telephone television and other services to and from the Retained Land through and along the Service Conduits which are now or may be constructed within the Perpetuity Period on over or under such part of the Property to the extent that the same serve or are capable of serving the Retained Land or any part(s) thereof together with the right subject is not less than 7 days prior written notice to the Transferee or its successors in title (except in the case of emergency) to enter onto such part of the Property as may be necessary with or without workmen materials and appliances for the purpose of connecting into inspecting repairing maintaining reviewing renewing adjusting altering adjusting replacing and cleansing such Service Conduits PROVIDED THAT such rights of entry shall also apply in respect of any new Service Conduits referred to in paragraph 2 below.;

2. The right for the Transferor to connect into any of the Service Conduits in or under such part of the Property and serving or capable of serving the Retained Land together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits in on over under or through any part of the Property from time to time in such routes as may be previously approved in writing by the Transferee such approval not to be unreasonably withheld or delayed and the right subject to not less than 14 days prior written notice to the Transferee (except in the case of emergency) to enter on to such part(s) of the Property as may be reasonably necessary with or without workmen materials and appliances for any or all of these purposes and subject to the Transferor making good as soon as reasonably practicable any damage thereby caused and causing as little inconvenience as

A: Property Register continued

possible;

3. A right of way (with or without vehicles in the case of roadways) at all times and for all purposes for the use and enjoyment of the Retained Land or any part thereof over and along the private forecourts amenity areas roadways and paths constructed as at the date hereof on any part of the Property (other than any which are within the curtilage of any Dwelling or areas on which buildings are erected) PROVIDED THAT the Transferee may with the prior written approval of the Transferor (such approval not to be unreasonably withheld and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) upon giving not less than 28 days' written notice to the Transferor (except in the case of emergency) from time to time alter the route of any such roadways or paths through such part of the Property and if the Transferee does so, it shall provide suitable similarly commodious alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage caused thereby AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Property to the Retained Land shall be adequate for the full continued use and enjoyment of the Retained Land as at the date of commencement of such alteration;

4. The full right of subjacent and lateral support from such part of the Property and each and every part thereof for the benefit of the Retained Land and each and every part thereof;

5. The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over such part of the Property provided that nothing expressed or implied in this Transfer shall prevent the Transferee from developing the Property.

6. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over part(s) of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of any Retained land adjoining adjacent to or neighbouring the Property if the same had been transferred to such purchaser and such part of the Property had been retained by the Transferor.

NOTE 1: The Definitions in the above Transfer were set out as follows:-

DEFINITIONS

In This Schedule

"Batch" means each division of the Property into the geographical areas shown on the Batch Plans

"Beneficiary" has the meaning in the Transfer Contract

"District" means the Borough of Wirral

"Batch Plans" means the plans of the Property numbered consecutively from 1 to 28 to accord with the relevant Batch and which are initialled by the parties by way of identification

"Certificates" means the certificates of title in form PSD 17 of even date herewith given by the Transferor to the Transferee pursuant to the provisions of Section 133(8) of the Housing Act 1988 in respect of the Property or parts thereof

"Community Benefit" means the provisions of sports recreational facilities places of worship or community centres and/or community services and/or community regeneration initiatives or other non profit distributing enterprises for the benefit of all or some of the residents of the District

"Company Disposal Clawback Share" has the meaning given to it in clause 3.2;

"Council Disposal Clawback Share" has the meaning given to it in clause 3.2;

A: Property Register continued

"Disposal" means the transfer of or grant or creation of any estate right or interest in or over the Property or any part thereof to any person or body (other than the Transferor or another social landlord registered with the Housing Corporation) other than;

(i) any disposal by way of mortgage or charge or any other disposal by way of security for any loan

(ii) a disposal to a person with the benefit of the RTB (whether or not such disposal is in fact effected pursuant to the RTB)

(iii) any disposal to which the Transferee has obtained consent under Section 133 of the Housing Act 1988 and which is effected either at the express direction of any Mortgagee or Receiver or the Housing Corporation or (in the absence of such direction) with the consent of the Transferor (such consent not to be unreasonably withheld or delayed) being in any case a disposal which is for the principal purpose of enabling the Transferee to trade out of any materially adverse financial difficulty;

(iv) any disposal which is an exempt disposal within the categories specified in Section 81(8) (a) and (b) (inclusive) and (d) to (g) (inclusive) of the Housing Act 1988;

(v) any disposal from time to time in respect of which the Transferor in its absolute discretion may agree that the provisions of Clause 3.2 shall not apply;

(vi) any disposal to a Service Provider for the purpose of providing any Utility Services;

(vii) any disposal to a highways authority in respect of highways work;

(viii) any disposal pursuant to a compulsory purchase order or a voluntary disposal following the commencement of a compulsory purchase procedure;

(ix) the grant or renewal of any leasehold interest in respect of any part of the Property which is at the date of this Transfer subject to a lease or of any shop as at the date of this Transfer forming part of the Property;

(x) any disposal to the Transferor or other local body where land is to be used as a public open space, woodland, play area, tree belt, recreation area or other amenity or landscaped area or facility or where it is to be used for any Community Benefit and/or Social Housing;

(xi) any disposal in exercise of a power of sale by any Mortgagee or chargee or a disposal by any Receiver appointed by any Mortgagee or chargee;

(xii) any disposal to an owner of a residential property where:

(A) the land comprised in the disposal adjoins the property of the residential owner;

(B) the land is for use ancillary to the residential use of such residential owner's property; and

(C) the consideration for the disposal does not exceed £5,000 or such greater amount than £5,000 as shall reflect any increase in RPI from the date hereof to the date of such disposal;

(xiii) any disposal where the land will be used for Community Benefit and/or Social Housing;

(xiv) any disposal for a consideration of less than £5,000 as shall reflect any increase in RPI from the date hereof to the date of such disposal.

(xv) any disposal where the Company can demonstrate to the Council that the net proceeds (after the deduction of the Company's reasonable

A: Property Register continued

and properly incurred development expenses) are to be invested in a Social Housing development in the District.

(each such exception being hereinafter referred to as an "Exempt Disposal").

"Dwelling" means the houses, maisonettes, bungalows and flats forming part of the Property

"Finance Party" has the meaning given to it in the Transfer Contract

"Leases" shall mean the leases brief particulars of which appear in Part 1 of Schedule 4

"Mortgagee" means any mortgagee or chargee (to include the Security Trustee and/or Beneficiary and/or any Finance Party) from time to time of the Property or any part thereof or any successors of any such mortgagee or chargee (or of the Security Trustee and/or Beneficiaries and/or any Finance Party) or any other person holding security or on whose behalf security is held over the Property or any part thereof

"Net Rental Income Foregone" means any relevant income foregone figure set out in the Schedule 6 hereto

"Perpetuity Period" means a period of eighty years from the date hereof

"Property" means the land and buildings transferred by this transfer all which property is more particularly delineated on the Batch Plans and shown edged dark blue excluding the Retained Land and the land shown hatched red and cross hatched black on the Batch Plans and the land and property contained in property registers in the title numbers listed in Parts I and II of Schedule 1

"Receiver" means any one or more persons appointed as receiver and/or manager of the Property (or part thereof) and/or of the Transferee

"Registers" means the registers of title at Land Registry of the title numbers set out in the Schedule 1

"Restrictions and Stipulations" means the covenants restrictions and stipulations in so far as the same affect any part of the Property and are still subsisting and capable of being enforced contained or referred to in the title deeds and documents relating to the Property or in deeds and documents affecting disposals of land formerly belonging with parts of the Property brief particulars of which are set out either in the Registers or the Certificates (except for the avoidance of doubt any charges to secure financial obligations)

"Retained Land" means land retained by the Transferor and shown coloured green on the Batch Plans

"RPI" means the United Kingdom General Index of Retail Prices (All items) or in the event that the basis of calculation of such index shall change (as to which the Transferor's determination shall be conclusive) or if such index ceases to be published such other published index of retail prices or the value of money as the Transferee shall propose with the consent of the Transferor (not to be unreasonably withheld or delayed) PROVIDED THAT in the event that agreement cannot be reached within 28 days of such proposal by the Transferee the RPI may be determined by a single arbitrator nominated on the application of either party by the President for the time being of the Law Society

"RTB" means the preserved right to buy as set out in sections 171A to 171H of the Housing Act 1985 the right to acquire scheme as set out in Section 16 of the Housing Act 1996 or any right pursuant to the Leasehold Reform Act 1967 or the Leasehold Reform Housing and Urban Development Act 1993 or any other similar right to buy conferred by statute including any voluntary scheme which may be operated by the Transferee which is similar to the Right to Buy

"Secretary of State" means the Deputy Prime Minister acting as First Secretary of State

A: Property Register continued

"Security Trustee" shall have the meaning defined in the Transfer Contract

"Service Conduits" means mains sewers septic tanks drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus of any kind whatsoever (whether or not existing at the date hereof) other than those which are or shall become vested in a Service Provider

"Service Provider" means any company or authority constituted for the provision of the Utility Services

"Social Housing" means the provision of houses bungalows maisonettes flats and other types of housing comprising the Property for letting at affordable or below market rents to persons in housing need by any social landlord registered with the Housing Corporation and which includes but is not limited to the sale of dwellings on shared ownership terms or other equity sharing arrangements approved by the Housing Corporation from time to time and the provision of accommodation for wardens and other support staff in hostels or sheltered schemes and the provision of accommodation for students workers in key public services asylum seekers and the provision of residential care homes

"Tenancies" shall mean the periodic tenancies of the dwellings of the Property

"Transfer Contract" means the Transfer Contract of even date herewith made between the Transferor (1) and the Transferee

"Transferee" means the transferee named in Panel 5 of this transfer and includes where the context so admits the Transferee's successors in title

"Transferor" means the transferor named in Panel 4 of this transfer and includes where the context so admits the Transferor's successors in title to any Retained Land

"Utility Services" means the provisions of gas, electricity or water supplies or drainage sewerage or telecommunications services or other supplies or services of a similar nature to any of the foregoing.

NOTE 2: In the definition of the "Leases" - The leases referred to are leases and tenancies to which the Property or any part thereof is subject

NOTE 3: The land in this title is or forms part of one of the title numbers set out in Schedule 1 in the definitions of the "Registers"

NOTE 4: In the definition of the "Retained Land" - The land coloured green on the Batch Plans is the Borough Engineers Green Space land.

- 3 (16.10.2017) By Transfers of adjacent or neighbouring land pursuant to Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985, the land in this title has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or paragraph 2 of Schedule 6 to the Housing Act 1985.

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 (16.10.2017) PROPRIETOR: WIRRAL BOROUGH COUNCIL of Town Hall, Brighton Street, Wallasey, Merseyside CH44 8ED and of DX708630, Seacombe.

C: Charges Register

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

- 1 (16.10.2017) The land is subject to such rights (if any) for the benefit of adjacent or adjoining land of free passage and running of water and soil electricity gas and telephone and all other services by and through the channels drains conduits cables pipes and sewers in through or under the said property and entry for repair and maintenance of such channels drains conduits cables pipes and sewers and for the installation and maintenance of wires and cables and equipments for security alarm/entry intercom systems.
- 2 (16.10.2017) The roads and footpaths included in the title are subject to rights of way.
- 3 (16.10.2017) A Conveyance of the land in this title and other land dated 28 January 1919 made between (1) The Reverend Edward Mercer Webster and (2) Ernest Bland Royden contains the following covenants:-

"And the said Ernest Bland Royden hereby covenants with the said Edward Mercer Webster with the object and intent of affording to the said Edward Mercer Webster his heirs executors and administrators a full and sufficient indemnity but not further or otherwise that the said Ernest Bland Royden his heirs executors administrators and assigns will henceforth perform and observe the said stipulations and restrictions so far as such stipulations and restrictions are subsisting and binding and capable of being enforced and will keep indemnified the said Edward Mercer Webster and his estate and effects from and against all actions proceedings costs damages claims demands and liability by season or on account of the breach non performance or non observance of the said stipulations and restrictions:

The said stipulations and restrictions are as follows:-

That no tannery soapery slaughter house smithy forge brewery water works or chemical works shall be erected made or carried on upon or in the said lands (i.e. the lands expressed to be assured by the said Indenture of the 13th day of November 1861) or upon or in any part or parts thereof respectively and that no part or parts of the same lands nor any erection or building for the time being thereon respectively shall be used or devoted for or to any of the purposes last aforesaid or any other trade business or purpose which shall produce or occasion much noise or smoke or any noxious or disagreeable vapours or smells or be otherwise injurious to the neighbourhood."

End of register