

DATED

6th August

2019

DERBY CITY COUNCIL

- and -

RENEWI UK SERVICES LIMITED

L E A S E

- relating to -

Premises known as the
Household Waste Recycling Centre at Raynesway HWRC,
in the City of Derby

Director of Legal Procurement and Democratic
Services & Monitoring Officer
Derby City Council
Council House
Corporation Street
Derby DE1 2FS

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LAND REGISTRY PARTICULARS

LR1.	Date of lease	6 th August	2019
LR2.	Title number(s)		
LR2.1	Landlord's title number(s)	DY436391 and DY171089	
LR2.2	Other title numbers	DY381996	
LR3.	Parties to this lease		
	Landlord	DERBY CITY COUNCIL of The Council House Corporation Street Derby DE1 2FS	
	Tenant	RENEWI UK SERVICES LIMITED (registered number 02393309) whose registered office is at Dunedin House, Auckland Park, Milton Keynes, Buckinghamshire, MK1 1BU.	
LR4	Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The premises (referred to in this Lease as "the Premises") known as the Household Waste Recycling Centre Raynesway HWRC, Derby shown edged red on the plan attached at Appendix 1</p>	
LR5.	Prescribed statements etc		
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration	Not applicable	

Rules 2003

LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable
LR6.	Term for which the Property is leased	From the date hereof (referred to in this Lease as "the Term Commencement Date") To and including for a period of two years. (This term is referred to in this Lease as the "Contractual Term")
LR7.	Premium	None.
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None
LR9.3	Landlord's contractual rights to acquire this lease	None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	The rights specified in clause 3.1 and Schedule 1
LR11.2	Easements granted or	The rights specified in clause 3.2 and

**reserved by this lease over the Schedule 2
Property for the benefit of
other property**

- | | | |
|--------------|---|----------------|
| LR12. | Estate rent charge burdening the Property | None |
| LR13. | Application for standard form of restriction | None |
| LR14. | Declaration of trust where there is more than one person comprising the Tenant | Not applicable |

THIS LEASE is made on the date set out in the Particulars

BETWEEN

- (1) the Landlord; and
- (2) the Tenant.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Lease, the following words and expressions have the following meanings:

"Authorised Use"	the use of the Premises for the purposes permitted by and in accordance with the terms of the Waste Management Service Agreement
"Interest Rate"	2% above the base lending rate from time to time of Barclays Bank PLC or such other clearing bank reasonably nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine
"Sub-Contractor"	has the meaning given to it in the Waste Management Services Agreement
"Term"	the Contractual Term
"Term Commencement Date"	the date of this Lease
"Waste Management Services Agreement"	the agreement dated <u>2nd August</u> 2019 entered into between (1) Derby City Council and (2) Renewi UK Services Limited
"Yearly Rent"	£1.00 (One Pound per annum)

1.2 In this Lease:

- 1.2.1 unless otherwise indicated, references to clauses, Schedules, Paragraphs within Schedules and Appendices are to clauses and Paragraphs of and Schedules and Appendices to this Lease;
- 1.2.2 references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
- 1.2.3 references to the Landlord and the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.4 the Landlord's obligations in this Lease do not bind any Landlord after it has disposed of its interest in the Premises and it will not be liable for any breach of the Landlord's obligations in this Lease arising after the date of that disposal;
- 1.2.5 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to adjoining premises include any premises adjoining or near to the Premises and references to adjoining premises owned by the Landlord include any adjoining premises owned by the Landlord at any time during the Term;
- 1.2.7 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
- 1.2.8 references to the end of the "Term" include the determination of the Term before the end of the Contractual Term;
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;
- 1.2.11 references to the Tenant include, and the Tenant's covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees;
- 1.2.12 any covenant by the Tenant not to do any act or thing includes a covenant not to permit, suffer or allow the doing of that act or thing;

1.2.13 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually;

1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected; and

1.2.15 where the question of reasonableness applies to anything in this Lease such reasonableness shall be judged by reference to all the circumstances including what is commercially and financially reasonable.

1.3 The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease. Clause headings do not affect the construction of this Lease.

1.4 The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

1.5 This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

2. **LETTING, TERM AND TERMINATION**

2.1 The Landlord lets the Premises to the Tenant for the Contractual Term reserving the rents referred to at **clause 5**.

2.2 The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.

2.3 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any guarantor of the Tenant.

2.4 The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:

2.4.1 the Landlord served on the Tenant a notice (the "Notice") dated*2nd August*.....2019 in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the 2003 Order");

2.4.2 the Tenant, or a person duly authorised by the Tenant, in relation to the Notice made a statutory declaration (the "Declaration") dated 6th August 2019 in a form complying with the requirements of Schedule 2 to the 2003 Order; and

2.4.3 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

3. RIGHTS AND RESERVATIONS

3.1 The Premises are let together with the rights set out in **Schedule 1** for the benefit of the Tenant so far as the Landlord is able to grant them to be enjoyed in common with the Landlord and any others entitled to use them.

3.2 The Rights set out in **Schedule 2** are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them.

3.3 The Tenant is to permit the exercise of the rights reserved in **clause 3.1** and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease.

3.4 This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded.

4. SUBJECTION

4.1 The letting is made subject to the matters contained, mentioned or referred to at **Schedule 3**.

4.2 So far as they are still subsisting capable of taking effect and affect the Premises the Tenant is to comply with the matters contained mentioned or referred to at **Schedule 3**.

4.3 The Tenant is not to do or omit to do anything which results or might result in the creation of new rights or easements over the Premises or any adjoining premises of the Landlord or which results or might result in the loss of any rights or easements benefiting the Premises or any adjoining premises of the Landlord and is to comply, at its own cost, with any reasonable requirements of the Landlord to prevent their creation or loss.

5. RENTS PAYABLE

5.1 The Tenant is to pay the following rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

5.1.1 the Yearly Rent which shall be paid (if demanded) in advance on each anniversary of the Term Commencement Date throughout the Term; and

5.1.2 any other sums due to the Landlord pursuant to this Lease.

5.2 The first payment of the Yearly Rent is to be made on the date of this Lease.

5.3 The rents and other sums payable by the Tenant under this Lease are exclusive of VAT. An obligation on the Tenant under this Lease to pay money includes an obligation to pay or indemnify the Landlord against any VAT chargeable on that payment. When a taxable supply is made for the purposes of VAT under this Lease, a valid VAT invoice is to be issued in respect of that supply.

6. INTEREST

If the Tenant does not pay any of the rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within 14 days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

7. INSURANCE

The Landlord and the Tenant shall comply with their respective obligations relating to insurance and reinstatement of damage and destruction of the Premises set out in the Waste Management Services Agreement.

8. COSTS AND OUT GOINGS

8.1 The Tenant is to pay all outgoings of whatever nature in relation to the Premises including business rates and utilities costs (including standing charges and taxes payable on utility costs) and a fair proportion, to be determined by the Landlord acting reasonably, of any which relate to the Premises and any adjoining premises of the Landlord as a whole in each case in accordance with the Waste Management Services Agreement.

8.2 The Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises or any adjoining premises of the Landlord, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the act, default or negligence of the Tenant in each case in accordance with the Waste Management Services Agreement.

9. REPAIRS, MAINTENANCE AND ALTERATIONS

The Tenant is not to carry out any alterations or additions to the Premises save as may be permitted in accordance with the Waste Management Services Agreement.

10. USE OF THE PREMISES

10.1 The Tenant is only to use the Premises for the Authorised Use.

10.2 The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises under planning legislation or otherwise.

11. ASSIGNMENT, UNDERLETTING, CHARGING AND SHARING/PARTING WITH POSSESSION/OCCUPATION

11.1 The Tenant is not to assign, underlet, charge, part with or share possession or occupation of all or any part of the Premises nor hold the Premises on trust for any other person save as expressly permitted by this Lease or as authorised under the Waste Management Services Agreement.

11.2 The Tenant may enter into a bona fide charge of the Premises to a mortgagee who is also providing funding to the Tenant pursuant to the Waste Management Services Agreement.

11.3 The Tenant shall not assign the Lease unless (a) to a person to whom the Tenant has novated its interest under the Waste Management Services Agreement on the date of the novation or (b) to any mortgagee or assignee by way of security pursuant to clause 11.2.

11.4 The Tenant shall not underlet, share, part possession with or grant any licence or occupational rights over the whole of the Premises other than with any Sub-Contractor.

12. LEGISLATION AND PLANNING

The Tenant is to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law where the Tenant is under an obligation to do so in the Waste Management Services Agreement.

13. HANDING BACK AT THE END OF THE TERM

13.1 At the end of the Term, the Tenant is to return the Premises to the Landlord in accordance with its obligations under the Waste Management Services

Agreement and with vacant possession and return all keys to the Premises to the Landlord.

13.2 Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

13.3 At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights granted and reserved by it from the Landlord's title to the Premises.

14. **CONFIDENTIALITY**

The provisions of Clause 40 of the Waste Management Services Agreement will apply to this Lease.

15. **NOTICES**

The provisions of Clause 54 (Notices) of the Waste Management Services Agreement will apply to this Lease.

16. **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in the Particulars.

17. **TERMINATION**

If the Waste Management Services Agreement is terminated or expires for any reason whatsoever during the Contractual Term then this Lease shall absolutely determine but without prejudice to any right of action by either party against the other in respect of any antecedent breach of the covenants and conditions herein contained.

18. **ENFORCEMENT**

This Lease is to be governed by the laws of England and Wales and subject to clause 30 (Dispute Resolution) of the Waste Management Services Agreement, the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

Rights Granted

1. the right in common with the Landlord and all other users:
 - 1.1 to use the access way coloured brown on the Plan for access to and from the Premises with or without vehicles, subject to the Tenant not blocking the roadway (including by the parking of any vehicles);
 - 1.2 to use the access way coloured blue on the Plan for access to and from the Premises with heavy goods vehicles and service vehicles only, subject to the Tenant not blocking the roadway (including the parking of any vehicles);
2. to use the conduits serving the Premises for the passage or transmission of utilities to and from the Premises;
3. a right of support from the Landlord's adjoining land (if any); and
4. all rights granted to the Tenant as the Contractor pursuant to the Waste Management Services Agreement.

SCHEDULE 2

Rights Reserved

1. To enter and remain upon so much as is reasonably required of the Premises on reasonable notice (except in case of emergency) with or without workmen, plant and equipment in each case in accordance with the Waste Management Services Agreement:
 - 1.1 for any purpose permitted by and in accordance with the provisions of the Waste Management Services Agreement;
 - 1.2 to ascertain whether the Tenant has complied with the Tenant's obligations of this Lease;
 - 1.3 to estimate the current value of the Premises or any adjoining premises for any other purposes.
2. To maintain, build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property provided that the access of light and air to the Premises is not materially adversely affected and without being liable to pay any compensation to the Tenant.
3. To connect to and use any conduits within or passing through the Premises for the passage or transmission of utilities to and from any adjoining premises.
4. To install new conduits within the Premises and connect to them for the passage or transmission of utilities to and from any adjoining premises and any adjoining premises of the Landlord subject to obtaining the Tenant's consent as to the location nature and timing of the works (such consent not to be unreasonably withheld or delayed).
5. Support and protection from the Premises for any adjoining land.

SCHEDULE 3

Subjections

1. All rights of light and air and other legal or equitable easements and rights belonging to or enjoyed by any other property over the Premises.
2. The letting is made subject to the title matters the matters contained, mentioned or referred to in the entries on title number DY436391, DY171089 and DY381996 shown on the official copy entries attached to this Lease at Appendix 2 insofar as they relate to the Premises.

EXECUTED as a Deed (but not)
delivered until the date hereof) when)
the Common Seal of **DERBY CITY**)
COUNCIL was hereunto affixed in)
the presence of:)

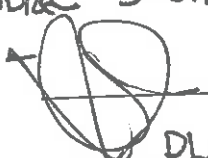


Authorised Signatory

Authorised Signatory

EXECUTED as a Deed (but not)
delivered until the date hereof) on)
behalf of)
RENEWI UK SERVICES LIMITED)
acting by a Director in the presence of:)

Director's Signature

WITNESS: ANDREW S. DAVID
Signature: 
Address: DLA PIPER UK LLP
1 ST PETER'S SQUARE

Occupation: SOLICITOR

Plan



Cycle Way

WB:

Walsley House Drive

41.9m

41.1m } **THE COMMON SEAL of DERBY CITY COUNCIL** was hereunto affixed in the presence of:


Authorised Officer


Authorised Officer

Raynesway Park



ESS



Derby City Council

Drawing No: CE1725/1
Date: 18/07/2019
Map Scale: 1:1250

Contact: J Green
Department:
Estates

Telephone Number: (01332) 293111

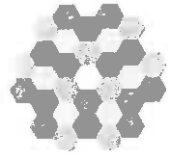


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and
Database Rights
Ordnance Survey
2019.

Licence Number: 100024913

APPENDIX 2

Official Copies DY436391 and DY171089



Official copy of register of title

Title number DY171089

Edition date 17.05.2010

- This official copy shows the entries on the register of title on 02 AUG 2019 at 12:52:04.
- 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 02 Aug 2019.
- 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, Nottingham Office.

A: Property Register

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

CITY OF DERBY

- 1 (10.06.1988) 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 of Raynesway, Derby.
- 2 The land has the benefit of the following rights granted by the Transfer dated 12 March 1987 referred to in the Charges Register:-

"TOGETHER with a right of way for the Transferee their successors in title owners and occupiers for the time being of the adjoining land of the Transferee and their respective tenants servants and licensees (in common with the Transferee and their successors in title all other persons entitled thereto) at all times and for all purposes with or without vehicles over and along the land shown coloured brown on the said drawing and any road and footpath hereafter to be constructed thereon for the purpose of obtaining access to and egress from the said land and adjoining land owned by the Transferee".

NOTE: Copy plan filed.
- 3 (11.12.2009) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 4 (17.05.2010) A new title plan with an amended extent based on the latest revision of the Ordnance Survey Map has been prepared.

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 (10.06.1988) PROPRIETOR: DERBY CITY COUNCIL of Council House, Corporation Street, Derby DE1 2FS.

Title number DY171089

C: Charges Register

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

1 A Transfer of the land in this title dated 12 March 1987 made between (1) Derby City Council (Transferor) and (2) The Derbyshire County Council (Transferee) contains the following covenants:-

"THE Transferee HEREBY FURTHER COVENANTS with the Transferor pursuant to Section 52 of the Town and Country Planning Act 1971 to use the said land only for light industrial purposes as defined in the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof for the time being in force and any orders or regulations made thereunder or as a civic amenity site and for the tipping of refuse and for no other purpose whatsoever"

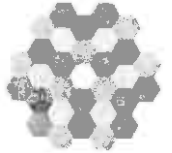
2 (11.12.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

1	11.12.2009 Edged and numbered 1 in blue	Household Waste Recycling Centre	08.12.2009 From 08/12/2009 until 01/09/2038	DY446810
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NOTE: The Lease comprises also other land.

End of register



**Official copy
of register of
title**

Title number DY381996

Edition date 24.10.2018

- This official copy shows the entries on the register of title on 02 AUG 2019 at 12:53:22.
- 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 02 Aug 2019.
- 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, Nottingham Office.

A: Property Register

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

CITY OF DERBY

- 1 (19.11.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Raynesway, Alvaston, Derby.
- 2 (19.11.2004) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of adjoining land dated 21 March 1940 made between (1) The Mayor Alderman and Burgesses of the Borough of Derby (Vendor) and (2) The Secretary of State for Air (Purchaser):-

"...TOGETHER with full and free right and liberty for the Purchaser his successors in title and assigns owner or owners for the time being of the property hereby conveyed or any part thereof and his and their servants workmen and licensees from time to time and at all times hereafter to lay construct maintain test inspect and use a cast iron rising main of a diameter of not more than six inches together with one manhole across the land coloured yellow on the said plan and along the line and in the position indicated by a broken red line on the said plan TOGETHER with the right from time to time to renew alter and remove all or any of the same AND TOGETHER ALSO with the right at all times to enter upon the land coloured yellow on the said plan and to excavate along the whole course of the said main as shewn on the said plan for the purpose of exercising the rights hereinbefore granted EXCEPTING AND RESERVING unto the Vendor the right at all times hereafter to maintain the sewer the line whereof is shewn by a broken green line on the said plan and for their servants agents and others to enter with any necessary vehicles to carry out works of repair or replacement as occasion shall require..."

NOTE: Copy Conveyance plan filed under title DY26626.

- 3 (19.11.2004) The land has the benefit of the rights reserved by but is subject to the rights granted by the Conveyance and Transfer dated 11 May 1990 referred to in the Charges Register.
- 4 (19.11.2004) The land has the benefit of the rights granted by the Deed of Grant dated 2 December 1996 referred to in the Charges Register.
- 5 (10.01.2008) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or

Title number DY381996

A: Property Register continued

numbers shown in green on the said plan.

- 6 (06.10.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered DY432771 in green on the title plan dated 10 September 2008 made between (1) Derby City Council and (2) Severn Trent Water Limited.

NOTE: Copy filed under DY432771.

- 7 (06.10.2008) The Transfer dated 10 September 2008 referred to above contains provisions as to a boundary structure and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

- 8 (17.07.2009) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered DY442804 in green on the title plan dated 10 July 2009 made between (1) Derby City Council and (2) The Secretary of State for Transport.

NOTE: -Copy filed under DY442804.

- 9 (27.07.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 30 June 2011 referred to in the Charges Register.

- 10 (27.07.2011) The Transfer dated 30 June 2011 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

- 11 (08.11.2017) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered DY517780 in green on the title plan dated 21 September 2017 made between (1) Derby City Council and (2) Ivygrove Developments Limited.

NOTE: Copy filed under DY517780.

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 (19.11.2004) PROPRIETOR: DERBY CITY COUNCIL of Council House, Corporation Street, Derby DE1 2FS.
- 2 (19.11.2004) The value as at 19 November 2004 was stated to be over £1,000,001.
- 3 (19.11.2004) A Conveyance of the land tinted pink on the title plan and other land dated 29 April 1932 made between (1) Geoffrey Hugh Walford and The Right Honourable Lady Kathleen Florence Mary Hare (Vendors) and (2) The Mayor Aldermen and Burgesses of the Borough of Derby contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 4 (21.09.2015) The proprietor's address for service has been changed.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 29 April 1932 referred to in the Proprietorship Register:-

"...The Corporation its successors and assigns owner or owners for the time being of the land hereby conveyed hereby covenants with the Vendors their successors and assigns that they the Corporation will within three months from the date hereof erect suitable fences on the boundary of the land hereby conveyed where such fences do not already exist and for ever hereafter maintain the same..."

C: Charges Register

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

- 1 (03.02.2005) An Agreement dated 14 December 1942 under the hand of (1) The Mayor Aldermen and Burgesses of the Borough of Derby and (2) Edwin Robert Weatherburn and James Mee Dewsbury relates to the exclusive right to take fish from the River Derwent.

NOTE: Copy Agreement filed.

- 2 (19.11.2004) The land is subject to the following rights granted by a Deed of Grant dated 22 February 1962 made between (1) The Mayor Aldermen and Burgesses of the Borough of Derby (the Owners) and (2) The Secretary of State for Air (the Grantee):-

"...The Owners as beneficial owners hereby grant unto the Grantee the following rights to the end and intent that such rights shall be for ever appurtenant to the Grantee's land for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter referred to as "the additional property") adjacent or near to the Grantee's land which now are or shall at any time hereafter be owned or occupied by the Grantee his successors or assigns in whatever state the Grantee's land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any erection or building thereon may be put namely :- FIRST the right for the Grantee his successors and assigns owner or owners for the time being of the Grantee's land and his and their licencees to lay construct maintain test inspect and use a drainpipe six inches in diameter and a manhole with the necessary marker posts sluice valves washouts and air valves (hereinafter collectively called "the said pipe") across the said land along the line and in the positions indicated by a red line and marked M. H. 1 respectively on the plan attached hereto SECONDLY the like right from time to time to renew alter and remove all or any of the same THIRDLY the like right at all times to enter upon the said land with or without workmen and others to excavate along the whole course of the said pipe as shown on the said plan for the purpose of exercising the rights hereinbefore granted the Grantee or his successors or assigns as aforesaid making good any damage thereby done to the surface of the said land and FOURTHLY the like right to make and thereafter maintain a connection with the Owners' Foul Sewer at the point marked 'X' on the said plan and to discharge untreated domestic sewage from the said pipe into the said Foul Sewer at such point..."

NOTE: Copy Deed plan filed.

- 3 (19.11.2004) On 1 April 1974 by virtue of the provisions of The Water Act 1973 the land coloured pink on Drawing No 5484 and the works erected thereon together with a right of way over the roadway coloured brown on the said plan was transferred to and became vested in the Severn Trent Water Authority. No further information was supplied on first registration.

NOTE: Copy plan filed.

- 4 (19.11.2004) A Transfer of adjoining land dated 12 March 1987 made between (1) Derby City Council and (2) The Derbyshire County Council contains restrictive covenants.

NOTE: Copy filed.

- 5 (19.11.2004) The land is subject to the rights reserved by the Transfer dated 12 March 1987 referred to above.

- 6 (19.11.2004) The land is subject to the rights granted by a Deed of Grant dated 8 January 1988 made between (1) Derby City Council and (2) Jelson (Estates) Limited.

NOTE: Copy filed.

- 7 (19.11.2004) By a Deed of Rectification dated 3 March 1989 made between the same parties the extent of the land transferred by the Transfer dated 12 March 1987 referred to above was varied as therein mentioned.

NOTE: Copy filed.

C: Charges Register continued

8 (19.11.2004) A Conveyance and Transfer of adjoining land dated 11 May 1990 made between (1) Derby City Council and (2) St Modwen Developments Limited contains covenants.

NOTE: Copy filed.

9 (19.11.2004) The land is subject to the rights granted by a Deed of Grant dated 30 November 1991 made between (1) Derby City Council (2) St Modwen Developments Limited and (3) Severn Trent Water Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

10 (19.11.2004) The land is subject to the rights granted by a Deed of Grant dated 7 December 1993 made between (1) Derby City Council and (2) British Gas Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

11 (19.11.2004) A Deed of Grant dated 2 December 1996 made between (1) Fernwood Holdings Limited (2) H J Banks Limited and (3) Derby City Council contains covenants.

NOTE: Copy filed.

12 (08.05.2009) 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.

13 (17.12.2009) The land is subject to the easements granted by a lease dated 8 December 2009 of the Household Waste Recycling Centre from 8 December 2009 until 1 September 2038.

NOTE: Copy filed under DY446810

14 (27.07.2011) A Transfer of the land edged and numbered DY460583 in green on the title plan and other land dated 30 June 2011 made between (1) Goodman Management (Jersey) Limited and (2) Marston's Property Developments Limited contains restrictive covenants by the Transferor.

NOTE: Copy filed under DY460583.

15 (15.04.2014) The land is subject to the rights granted by a Deed dated 10 April 2014 made between (1) Derby City Council and (2) Western Power Distribution (East Midlands) Plc .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

16 (20.11.2017) (20.11.2017) The land is subject to any rights that are granted by a Deed of Grant dated 31 October 2017 made between (1) Ivygrove Developments Limited (2) Derby City Council and (3) Western Power Distribution (East Midlands) Plc and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed under DY308359.

17 (07.09.2018) The land is subject to any rights that are granted by a Deed dated 29 August 2018 made between (1) Derby City Council and (2) Western Power Distribution (East Midlands) Plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

18 (24.10.2018) The land is subject to any rights that are granted by a Deed dated 1 October 2018 made between (1) Severn Trent Water Limited (2) Western Power Distribution (East Midlands) Plc and (3) Derby City Council and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

Title number DY381996

C: Charges Register continued

NOTE: Copy filed.

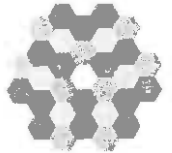
Schedule of notices of leases

1	27.07.2011 Edged and numbered 2 in blue	Land lying to the north east of Raynesway Park Drive	13.06.2011 999 years from 13.6.2011	DY460448
2	31.07.2015 edged and numbered 3 in blue	land at Belmore Way	25.06.2015 125 years from 25/6/2015	DY494928

NOTE 1: The lease comprises also other land.

NOTE 2: The lease contains an option to purchase the reversionary estate upon the terms therein mentioned.

End of register



Official copy of register of title

Title number DY436391

Edition date 07.09.2018

- This official copy shows the entries on the register of title on 02 AUG 2019 at 12:48:57.
- 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 02 Aug 2019.
- 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, Nottingham Office.

A: Property Register

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

CITY OF DERBY

- 1 (05.01.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Raynesway, Derby.
- 2 (05.01.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance and Transfer of Unit 4, Raynesway Park Drive dated 11 May 1990 made between (1) Derby City Council (Vendor) and (2) St Mowden Developments Limited (Purchaser).

-NOTYB:- Copy filed under DY216066.

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 (05.01.2009) PROPRIETOR: DERBY CITY COUNCIL of The Council House, Corporation Street, Derby DE1 2FS.

C: Charges Register

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

- 1 (05.01.2009) A Indenture dated 28 September 1898 made between (1) Robert Holbrook (2) Richard Radford (3) William Hollis Briggs (4) William Woolley and (5) William Woolley contains covenants and agreements but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (11.12.2009) 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.
- 3 (07.09.2018) The land is subject to any rights that are granted by a

Title number DY436391

C: Charges Register continued

Deed dated 29 August 2018 made between (1) Derby City Council and (2) Western Power Distribution (East Midlands) Plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under DY381996.

Schedule of notices of leases

1	11.12.2009	Household waste recycling Edged and numbered 1 in blue	08.12.2009 From 08/12/2009 until 01/09/2038	DY446810
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NOTE: The Lease comprises also other land

End of register