

These are the notes referred to on the following official copy

Title Number EX925002

The electronic official copy of the document follows this message.

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

Transfer of part
of registered title(s)

Land Registry

TP1

1. Stamp Duty

Photo
Copy



EX729453



SEQ235

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

- ☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- ☐ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £
- ☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*
EX566053

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*

The Property is defined: Place "X" in the appropriate box.

- ☒ on the attached plan and shown edged red *State reference e.g. "edged red".*
- ☐ on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date 17th June 2004

6. Transferor *Give full name(s) and company's registered number, if any.*
THE SECRETARY OF STATE FOR HEALTH

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

ESSEX RIVERS HEALTHCARE NATIONAL HEALTH SERVICE TRUST

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*
Trust Headquarters, Turner Road, Colchester, Essex CO4 5JL

9. The Transferor transfers the Property to the Transferee

WE HEREBY CERTIFY
THIS TO BE A TRUE COPY
OF THE ORIGINAL

Beachcroft
Wansbroughs

DATED 22 June 2004

Beachcroft
Wansbroughs
SOLICITORS

Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

☒ The Transferor has received from the Transferee for the Property the sum of In words and figures. Eight million four hundred and forty five thousand four hundred and ninety pounds (£8,445,490)

☐ Insert other receipt as appropriate.

☐ The transfer is not for money or anything which has a monetary value

1. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

☐ full title guarantee ☒ limited title guarantee

11.1 The Transferor shall not be liable under the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 unless the Transferee agrees to reimburse all costs and expenses incurred by the Transferor in doing so.

11.2 The covenants set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any charge, incumbrance or other right of which the Transferor does not have actual knowledge or which was created after the date hereof (otherwise than by the Transferor).

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property Complete as necessary.

13. Additional provisions

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

This Transfer is exempt from Stamp Duty Land Tax by virtue of Section 61A(1)(c) of the National Health Service and Community Care Act 1990.

It is agreed and declared between the parties that the Property immediately abuts the land in title numbers EX702567 (land forming part of the Northern Approaches Road), EX464530 (Colchester District General Hospital, Turner Road), EX464546 (Trust Headquarters, Turner Road), EX464548 (Villa 8 Turner Village Hospital), EX464323 (The Lakes, Turner Road) and the land on the northern and eastern boundaries of the land transferred to Colchester Primary Care Trust by the Transfer.

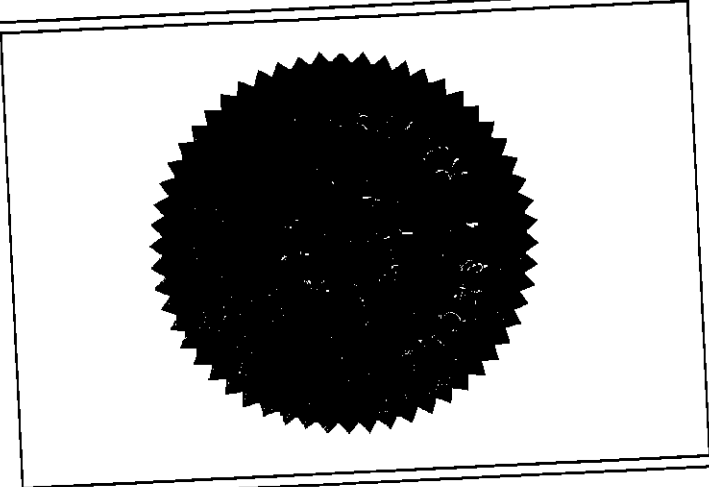
14. Execution The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).

The official seal of **THE SECRETARY OF STATE FOR HEALTH** hereunto affixed was authenticated by: *F. T. MURRAY*

F. T. MURRAY

Authorised Signatory

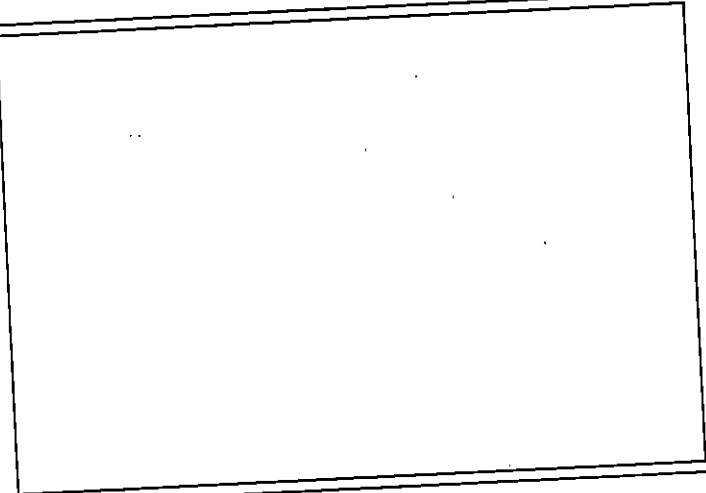
Authorised Signatory



EXECUTED as a DEED by ESSEX RIVERS HEALTHCARE NATIONAL HEALTH SERVICE TRUST whose corporate Common Seal was hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory



1. Continued from Form

TPI

Title number(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

Panel 13 continued

1. DEFINITIONS

In this Transfer the following expressions will have the following meanings:

"Access Area"	the land shown coloured brown on the Plan;
"Conduits"	sewers drains ducts gutters pipes wires cables watercourses and other conducting media and also manholes inspection chambers tanks soakaways and apparatus used in conjunction with them which are either in existence at the date of this Transfer (unless otherwise indicated in this Transfer) or are constructed within the Perpetuity Period;
"Perpetuity Period"	the period specified in clause 3 of this Transfer;
"Plan"	the plan annexed to this Transfer;
"Property"	the land shown edged red on the Plan and each and every part of that land;
"Retained Land"	the land to be retained by the Transferor remaining in title number EX566053 and each and every part of that land;
"Services"	water foul and surface water drainage gas electricity telecommunications and other services and supplies;
"Transfer"	the transfer dated 30 th March 2004 and made between the Transferor (1) and Colchester Primary Care Trust (2);
"VAT"	value added tax and any tax or duty of a similar nature substituted for it or in addition to it.

2. INTERPRETATION

In this Transfer:

Continuation sheet of

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title numbers(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

- 2.1 The expression "the Transferor" includes the owner or owners for the time being of the Retained Land and the Transferor's successors in title;
- 2.2 The expression "the Transferee" includes the owner or owners for the time being of the Property and the Transferee's successors in title;
- 2.3 References to any clause, paragraph or schedule without any further designation are to the clause or paragraph of or schedule to this Transfer so numbered;
- 2.4 Headings are for convenience only and do not affect its interpretation;
- 2.5 Any provision by either party not to do any act or thing shall include an obligation not to allow that act or thing to be done;
- 2.6 Any payment or other consideration to be provided is exclusive of VAT;
- 2.7 Whenever there is an obligation imposed on any party to make a payment then there is implied an additional obligation by that party to pay all VAT due on that payment;
- 2.8 References to a statute include any statutory extension or modification or re-enactment of the statute and any regulations or orders made under it except that references to the Town and Country Planning (Use Classes) Order 1987 shall be to that Order in the form which is in force on the date of this Transfer;
- 2.9 The words "include", "includes" and "including" are deemed to be followed by the words "without limitation";
- 2.10 Any right of entry includes the right to enter with workmen machinery equipment tools and materials.

3. PERPETUITY PERIOD

The perpetuity period applicable to this Transfer is 80 years from the date of this Transfer and (insofar as in law it is necessary so to do) whenever in this Transfer there is a right granted or excepted and reserved there is included in respect of every such grant or exception and reservation a provision requiring that the future interest vest within the stated period and for it to be void for remoteness if it has not so vested.

4. RIGHTS FOR THE BENEFIT OF THE PROPERTY

Continuation sheet of

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title numbers(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

4.1 The Property is transferred together with the benefit of the rights and matters referred to in the Property Register of title number EX566053 and in the Transfer so far as they relate to the Property and subsist and are capable of being enforced.

4.2 The Transferor grants to the Transferee for the benefit of the Property the rights set out in schedule 1.

5. RIGHTS FOR THE BENEFIT OF THE RETAINED LAND

The Transferor excepts and reserves for the benefit of the Retained Land the rights set out in schedule 2.

6. TRANSFeree'S COVENANTS

6.1 The Transferee COVENANTS with the Transferor as mentioned in schedule 3.

6.2 The Transferee COVENANTS with the Transferor to the intent that the covenants will bind the Property and benefit the Retained Land into whosoever hands the same may come as mentioned in schedule 4.

6.3 With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee will observe and perform the covenants, conditions and other obligations contained or referred to in the Charges Register of title number EX566053 and in the Transfer so far as they relate to the Property and are subsisting and capable of being enforced.

6.4 The Transferee will keep the Transferor indemnified against all actions, claims, demands, losses, costs, damages and liabilities arising by reason of any breach of the covenants, conditions and obligations referred to in clauses 6.1, 6.2 or 6.3.

6.5 At the request and cost of the Transferor and on a full indemnity basis for the Transferor to indemnify the Transferee for all covenants and obligations contained therein to consent join in or enter into any Planning Agreement relating to the development and use of the Retained Land and the Property for residential and educational purposes and uses ancillary thereto and/or for healthcare purposes.

7. H.M. LAND REGISTRY RESTRICTION

The Transferor and the Transferee request the Chief Land Registrar to enter upon the Proprietorship Register of the Property a restriction referring to this Transfer and reading as follows:

Continuation sheet of

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title numbers(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by the registered proprietor of the land comprised in title number [title number for the Property] (or his solicitor) or the registered proprietor of the land (excluding the Property) now comprised in title number EX566053 (or his solicitor) that the provisions of paragraph 7 of schedule 3 to the transfer dated [] 2004] and made between the Secretary of State for Health and Essex Rivers Healthcare National Health Service Trust have been complied with."

8. TRANSFEROR'S COVENANTS

- 8.1 The Transferor COVENANTS with the Transferee as mentioned in schedule 5.
- 8.2 The Transferor COVENANTS with the Transferee to the intent that the covenants will bind the Retained Land and benefit the Property into whosoever hands the same may come as mentioned in schedule 6.
- 8.3 The Transferor will keep the Transferee indemnified against all actions, claims, demands, losses, costs, damages and liabilities arising by reason of any breach of the Transferor's covenants, conditions and obligations referred to in this Transfer.

Provided that the Transferor's liability under this clause is personal and shall cease once the Transferor has parted with all interest in the Retained Land and on a transfer of part of the Retained Land shall cease in respect of the relevant part.

9. H.M. LAND REGISTRY RESTRICTION

The Transferee and the Transferor request the Chief Land Registrar to enter upon the Proprietorship Register of the Retained land a restriction referring to this Transfer and reading as follows:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by the registered proprietor of the land comprised in title number EX566053 (or his solicitor) or the registered proprietor of the land (excluding the Retained Land) now comprised in title number [] (or his solicitor) that the provisions of paragraph 3 of schedule 5 to the transfer dated [] 2004] and made between the Secretary of State for Health and Essex Rivers Healthcare National Health Service Trust have been complied with."

10. DECLARATIONS

The Transferee is not entitled nor will become entitled to any right of light or air to or any other easement,

Continuation sheet 4 of 10

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title numbers(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

right or privilege for the benefit of the Property (except as may be expressly granted by this Transfer and section 62 of the Law of Property Act 1925 will not apply to this Transfer).

11. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is not intended that any person shall be entitled to enforce any provisions of this Transfer who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE 1

(The rights granted for the benefit of the Property)

1. The right (in common with the Transferor and all others authorised by the Transferor) for the enjoyment of the Property to the passage and running of Services through any existing Conduits laid in, under, through or over the Retained Land subject to such conduits having the capacity to deal with such services to and from the Property but not so as to overload the Conduits
2. The right to divert the Conduits laid in, under, through or over the Property as may serve the Retained Land at the expense of the Transferee to a location (such location to include the Access Area) no less convenient than the existing Conduits (as determined by the Transferee acting reasonably) PROVIDED THAT there is to be minimal interruption or diminution in the supply of Services through the Conduits to the Retained Land.
3. The right to enter on to any part of the Retained Land in so far as is necessary to:
 - 3.1 where reasonably practicable as determined by the Transferor inspect repair clean maintain modify connect into disconnect replace renew or carry out any other works in respect of any existing Conduits serving the Property;
 - 3.2 carry out any works necessary as a result of a breach by the Transferor of any of its covenants in this Transfer.
4. The right of support and protection from the Retained Land for the benefit of the Property.

Continuation sheet **5** of **10**

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title number(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

SCHEDULE 2

(The Rights Excepted and Reserved for the benefit of the Retained Land)

1.

1.1 The right in common with the Transferee (and those authorised by it) to full and uninterrupted use of the Access Area at all times to pass to and from the Retained Land (subject to the proviso hereinafter appearing) such right to be exercised:

1.1.1 in a reasonable manner;

1.1.2 in such a way as not to obstruct:

1.1.2.1 the free flow of traffic and persons in the Access Area; and

1.1.2.2 any reasonable loading and unloading by those using the Access Area;

1.1.3 in accordance with any reasonable regulations as may from time to time be made by the Transferee.

1.2 Provided that the Transferor or other the owner of the Retained Land shall as soon as reasonably possible after the date of this Transfer apply to the relevant statutory authorities for consent to the construction of an alternative access/es to connect the Retained Land directly to the public highway in Turner Road so as to provide access to and egress from the Retained Land and following the grant of such consent shall proceed expeditiously to construct such new alternative access/es and to complete the same thereafter as soon as reasonably possible. As soon as such alternative access/es are capable of being used the right hereby granted to use the Access Area shall immediately cease and determine, save and to the extent that the part of the Retained Land intended for use as a school site shall continue to be accessed to and from the Access Area until such time as the same shall be accessed from the estate roads on the development of the remainder of the Retained Land. On completion and use of the alternative access/es the Transferee may at the Transferee's cost require the Transferor or other the owner of the Retained Land to enter into a formal deed of surrender surrendering the right hereby granted.

2. The right (in common with the Transferee and all others authorised by the Transferee) for the enjoyment of the Retained Land to the passage and running of Services through the existing Conduits laid in, under, through or over the Property but not so as to overload the Conduits.

Continuation sheet 6 of 10

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title number(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

3. The right to divert the Conduits laid in under through or over the Retained Land as may serve the Property at the expense of the Transferor to a location no less convenient than the existing Conduits (as determined by the Transferor acting reasonably) PROVIDED THAT there is no interruption or diminution in the supply of Services through the Conduits to the Property.
4. The right to lay new Conduits for the passage and running of services in, under, through or over the Access Area to serve the Retained Land causing as little damage and disturbance as is reasonably possible in the exercise of such right.
5. The right to enter onto any part of the Property in so far as is necessary to:
 - 5.1 Where reasonably practical as determined by the Transferee inspect repair clean maintain connect into disconnect modify replace renew or carry out any other works in respect of any existing Conduits serving the Retained Land;
 - 5.2 to carry out any improvements to or to upgrade the Access Area to an adoptable public highway maintainable at public expense;
 - 5.3 carry out any works necessary as a result of a breach by the Transferee of any of its covenants in this Transfer.
6. The right of support and protection from the Property for the benefit of the Retained Land.

SCHEDULE 3

(Transferee's Personal Covenants)

1. To maintain in good repair and condition the Access Area and the Conduits that are situated in, under, through or over the Property as serve or are capable of serving the Retained Land until adoption of the same for repair and maintenance at public expense.
2. To pay on demand to the Transferor any cost or expense incurred by the Transferor in repairing and maintaining the Conduits serving the Property that are situated in under through or over the Retained Land and serve the Property or arising out of any entry on to the Property properly made by the Transferor in order to remedy any failure by the Transferee to comply with its covenants set out in this Transfer **PROVIDED THAT** notice of such failure has been given to the Transferee and the Transferee

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insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title number(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

has failed to comply with such notice within a reasonable period thereafter

3. With the agreement of Transferor to peg out the boundary of the Property with the Retained Land as soon as practicable after the date of this Transfer. Without prejudice to the generality of the foregoing as soon as practicable to erect boundary fences along the boundary of the Property with the Retained Land such boundary fencing to be to such specification and in such positions as the Transferor shall reasonably require and afterwards to maintain the fences in good condition.
4. To keep in good repair and condition any boundary railings, gates, fences or walls which may now or at any time within the Perpetuity Period be erected along the boundary separating the Retained Land from the Property.
5. To maintain those parts of the Property which are not built upon in a clean and tidy condition.
6. To make good as soon as reasonably practicable all damage caused to the Retained Land by or during the exercise of any right of entry on to the Retained Land.
7. Not to dispose of the whole or any part of the Property without first procuring that the transferee covenants (if more than one jointly and severally) with the Transferor for the benefit of the owner or owners of the Retained Land to observe and perform the covenants set out in this schedule 3 (including the covenant set out in this paragraph 7).

SCHEDULE 4

(Restrictive Covenants on the Property)

1. Save for in the case of an emergency not to obstruct the use by the Transferor and those authorised by it of the Access Area in accordance with the right granted by this Transfer.
2. Not to exercise any right of entry on to the Retained Land except:
 - 2.1 in a reasonable manner causing as little damage or disturbance as reasonably possible to the Retained Land and those authorised to use it; and
 - 2.2 after first giving reasonable written notice of the proposed entry to the Transferor (except in the case of an emergency).
3. Not to obstruct access either on foot or with any necessary vehicles plant or equipment to any Conduits in under through or over the Property which serve or are intended to serve the Retained Land.
4. Not to;

Continuation sheet 8 of 10

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title number(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

- 4.1 discharge into the Conduits serving the Retained Land any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of or deposit in the Conduits.
- 4.2 use the Property or any building erected on it from time to time for any purpose which may be or become a nuisance to the Transferor or any tenants or occupiers of the Retained Land including not to:
- 4.2.1 emit smoke or noxious fumes;
- 4.2.2 cause excessive noise; or
- 4.2.3 use the Property for the deposit of rubbish or refuse otherwise than in a suitable receptacle.
- 4.2.4 store any inflammable materials on the Property unless covered or stored inside a building or in a receptacle suitable for storage of such materials.

Provided that the normal use of the Property for the provision of healthcare services and for purposes ancillary to such use shall not be considered a breach of this paragraph

Schedule 5
(Transferor's Personal Covenants)

1. Subject to the payments set out in Schedule 3 and until adoption of the same for repair and maintenance at public expense to maintain in good repair and condition the Conduits that are situated in, under, through or over the Retained Land as serve or are capable of serving the Property.
2. To make good as soon as reasonably practicable all damage caused to the Property by or during the exercise of any right of entry on to the Property.
3. Not to dispose of the whole or any part of the Retained Land without first procuring that the Transferor covenants (if more than one jointly and severally) with the Transferee for the benefit of the owner or owners of the Property to observe and perform the covenants on the part of the Transferor set out in this Schedule 5 to this Transfer.

Continuation sheet 9 of 10

insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

1. Continued from Form

TP1

Title number(s)

EX566053

2. Before each continuation, state panel to be continued e.g. "Panel 12 continued".

Panel 13 Continued

Schedule 6
(Restrictive Covenants on the Retained Land)

1. Not to exercise any right of entry on to the Property except:

1.1. in a reasonable manner causing as little damage or disturbance as reasonably possible to the Property and those authorised to use it; and

1.2. after first giving reasonable written notice of the proposed entry to the Transferee (except in the case of an emergency).

2. Not to use the Retained Land or any building erected on it from time to time for any purpose which may be or become a nuisance to the Transferee or any tenants or occupiers of the Property including not to:

2.1. emit smoke or noxious fumes;

2.2. cause excessive noise; or

2.3. use the Retained Land for the deposit of rubbish or refuse otherwise than in a suitable receptacle.

Provided that the use of the Retained Land for residential and educational purposes and uses ancillary thereto and/or for healthcare purposes shall not be deemed to be a breach of this restriction.

3. Not to obstruct access either on foot or with any necessary vehicles plant or equipment to any Conduits in under through or over the Retained Land which serve or are intended to serve the Property.

Continuation sheet 10 of 10

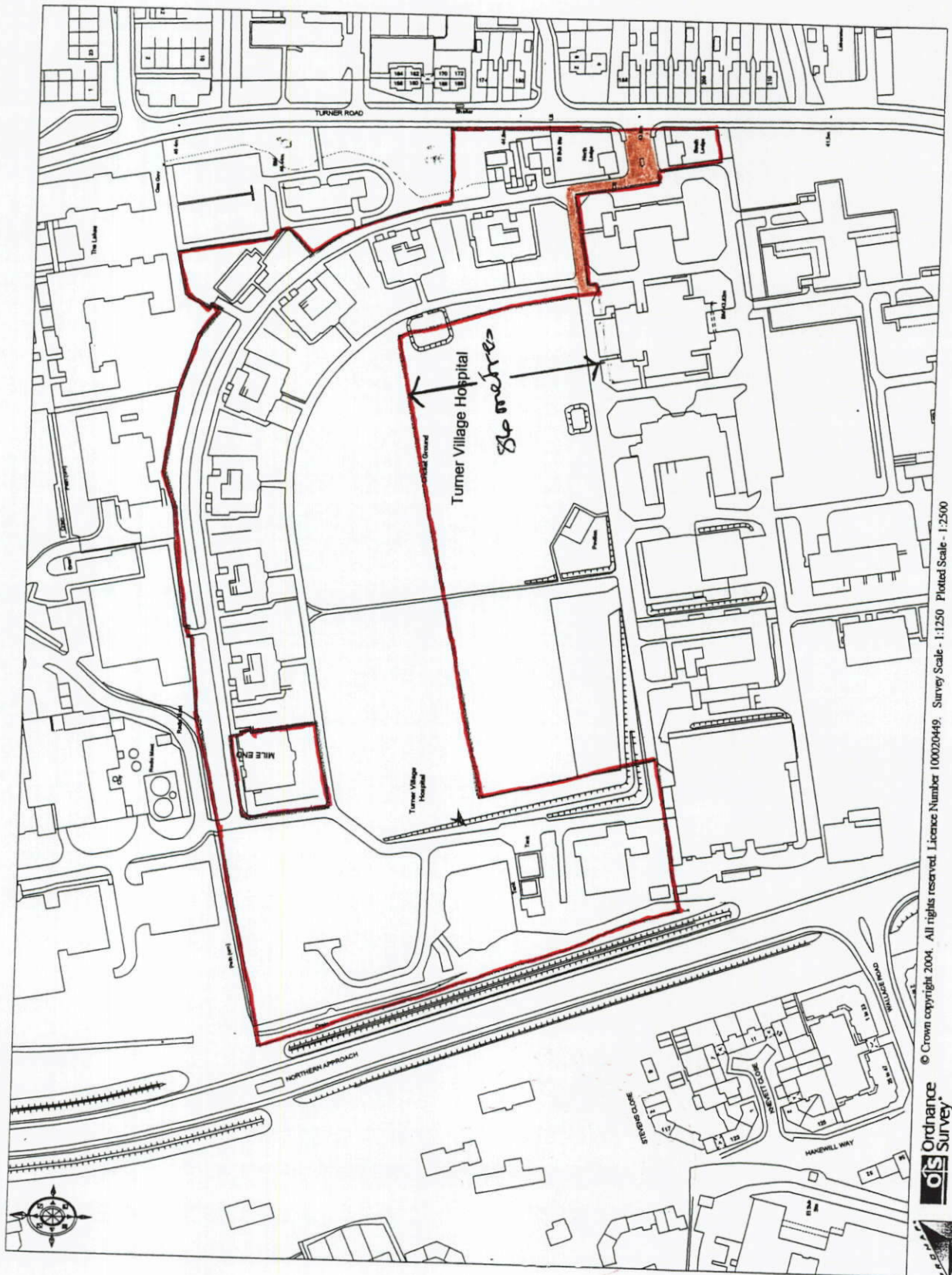
insert sheet number and total number of
continuation sheets e.g. "sheet 2 of 3"

See also Valuation

for and on behalf of the Trust



PLAN



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Ordnance Survey

