

Annex 2 – Details of the Legal Agreements Proposed to be Entered In

It has been agreed that the following legal agreements will be required to formalise the arrangements set out in this report:

1. **A Deed of Release** involving ERL/NHSPS and the District Hospital Trust. ERL/NHSPS will release the benefit of the BPH Site's existing right of way over the Accessway granted by the 2006 Transfer, allowing for improved rights of way over the Accessway to be put in place.
2. **A Deed of Surrender** to be made between City of York Council, ERL/NHSPS and the District Hospital Trust. The District Hospital Trust, with the consent of ERL will surrender its interest in the 1992 Lease, allowing the proposed Accessway Deed of Easement and Accessway Lease to be put in place.
3. **The Accessway Deed of Easement** to be made between the council, the District Hospital Trust and ERL. In consideration of £1, the council will grant to the District Hospital Trust (and its successors in title and those authorised by it) a non-exclusive right of way, with or without vehicles over the Accessway at all times and for all purposes to benefit the District Hospital Trust Site, together with rights of step-in to rectify any breach of repairing covenant by ERL. Such rights will be subject to the reservation of rights of way for the public with or without bicycles, scooters, wheelchairs, mobility scooters. Such rights will be granted subject to the ability of the council to enter into the Accessway Lease.
4. **The Accessway Lease.** The council will grant a lease of the Accessway to ERL, in consideration of the payment to the council of a Capital Premium by ERL and the entering into of an Overage Share Agreement (see below). A rent will be payable of £1 per annum (if demanded). The Permitted Use shall be as an access route to serve the BPH Site.
5. **The Bootham Park Hospital Path Agreement** – pursuant to which ERL will grant/confirm to the council for a 999 year term right of access for pedestrians at all times and for all purposes with or without dogs, with/or without mechanical scooters, with/or without prams, with/or without wheelchairs, with or without children on bicycles, with or without mobility scooters, with/or without bicycles (with or without trailers), either electric or non-electric, along the Bootham Park Hospital Pedestrian and Cycle Path (see plan, **Annex 1b**). Pedestrians will be segregated from cycles and vehicles (other than at cross-over points) and for the majority of the route, cyclists will use a dedicated cycle path or a low-traffic shared carriageway.

6. The pedestrian and cycle route may be varied during the Construction Period as agreed between ERL and the council, and at ERL's cost, but at all times must remain open to use.
7. **The District Hospital Trust Path Agreement** pursuant to which the District Hospital Trust will grant/confirm to the council for a 999 year term the right of access for pedestrians at all times and for all purposes with or without dogs, with/or without mechanical scooters, with/or without prams, with/or without wheelchairs, with or without mobility scooters along the part of the District Hospital Trust Pedestrian and Cycle Path identified for use by pedestrians, and for pedestrians with/or without bicycles (with or without trailers), either electric or non-electric, with /or without electric scooters, along the part of the District Hospital Trust Pedestrian and Cycle Path identified for use by cyclists (see plan, **Annex 1b**).
8. The **Lawn Leases** will be structured as follows:
 - a. NHSPS disposes of the freehold to ERL;
 - b. ERL grants a Lease of circa 999 year lease to NHSPS;
 - c. NHSPS grants a circa 999 year lease back to ERL;
 - d. ERL grants a circa 999 year Lease to Bootham School.
9. Immediately after leases are put in place ERL will grant a 999 Lease to the City of York Council from its interest in the Lawn from its freehold reversion. This Lease would be granted subject to and with the benefit of the leases that have already been granted. The use of a lease of the reversion would offer sufficient protection/enforcement rights to the council.
10. The chain of leases demising the Property shown on the Lawns Plan (see Pan, **Annex 1c**) are to be entered into simultaneously, culminating with the Bootham School Sub-Lease. The outcome will be that ERL will carry out "Improvement Works" to the Lawns pursuant to ERL's obligations in the Development Agreement to do the specified Improvement Works. The council will be given a covenants by ERL that ERL will maintain the Lawns and Sports Pitches or will ensure that Bootham School do so.
11. A **Development Agreement** will entered into between the council and ERL detailing ERL's obligations to carry out the Improvement Works to the Lawns, the Pedestrian and Cycle Paths and the Railings and will contain a covenant limiting ERL's ability to dispose of any part of the BPH Site but stepped down incrementally as works are completed, backed up by the placing of a Restriction on ERL's registered freehold title to the BPH Site

prohibiting registration of any disposition of any part thereof without the written consent of CYC.

12. The **Air Quality Monitoring Station (AQMS) Lease**. ERL will grant the AQMS Lease to the council, free of charge for a term of 999 years to enable continued use of the AQMS Site for the purposes of use as an Air Quality Monitoring Station (with an ability for the council to determine the AQMS Lease by serving written notice on ERL (or its successor in title) should the AQMS no longer be required). This will secure the site of the current AQMS (see Plan, **Annex 1d**) which is provided in partnership with the Environment Agency, will provide parking and allow access for maintenance and works by either the council or the Environment Agency, and will secure a metered electricity supply to the site. The Environment Agency will take responsibility for payment for electricity consumed; this is currently paid by the NHS.
13. **The Helipad Deed of Easement** between ERL and the District Hospital Trust which, it is understood, will provide, for a 999 year term, the right for the Air Ambulance to land and take off from the Parkland (see Plan, **Annex 1d**).
14. The **Deed of Overage and Overage Share Agreement**. NHSPS and ERL are to enter into a Deed of Overage by which ERL will be obliged to pay overage (profit share) monies to NHSPS on each occurrence of various trigger events within period of 15 years from date of transfer of the BPH Site (“the Overage Period”). In turn NHSPS will then simultaneously enter into a separate Overage Share Agreement with the council whereby NHSPS will be obliged to pay the council pay a proportion of any and all Overage Payment/s received by NHSPS from ERL under the Deed of Overage (less all reasonable and proper costs incurred by NHS Property Services). The Overage Share Agreement entitles NHSPS to assign its obligations under that document to a third party – if they do so then the assignee (instead of NHSPS) would from that point be the party liable to pay the ‘York Proportion’ to the council.