PART 30 OF THE SCHEDULE

This is Part 30 of the Schedule comprising the Ancillary Rights referred to in the Project Agreement relating to the design, financing, and construction of, and the provision of services at the Gartnavel Royal Hospital

between

Greater Glasgow Health Board

and

Robertson Health (Gartnavel) Limited
PART 30 OF THE SCHEDULE

ANCILLARY RIGHTS

In this Part 30 of the Schedule, capitalised terms defined in the Licence shall have the same meaning where used in this Part 30 of the Schedule.

In this Part 30 of the Schedule, references to "the Retained Land" mean the relevant part or parts of Garthnave Hospital site so far as situated outwith the Site and over which the following rights are stated to be exercised:-

PART 1: CONSTRUCTION PHASE

1 The Licensor grants in favour of Project Co and the Project Co Parties the following rights during the construction phase, being the period from the Commencement Date until the Actual Completion Date (the "Construction Phase") for the Authorised Purpose:-

1.1 a right of vehicular and pedestrian access to and egress from the Site over the Retained Land by the route marked and hatched blue on the plan contained in Part 3 to this Part 30 of the Schedule (the "Construction Plan");

1.2 a right of access over, to, through, from and to carry out works on, under and over the Retained Land to the connection points for supplies of Energy marked on the Construction Plan for the purposes of installing and laying wires, cables and pipes and other necessary apparatus to ensure the supply of Energy to the Facilities along the route shown marked by a line coloured green on the Construction Plan or such other route as may be agreed between Project Co, the Board and the Licensor, each party acting reasonably;

1.3 a right of vehicular and pedestrian access to carry out works on, under and over the area of Retained Land marked on the Construction Plan hatched red for the purposes of constructing a new access road to MacNiven House which shall form part of the Works;

1.4 a right of vehicular and pedestrian access to and egress from the area of retained land referred to in paragraph 1.3 above such right to be exercised using the route marked and hatched yellow the Construction Plan;

1.5 a right of vehicular and pedestrian access to the area of Retained Land cross hatched in purple on the Construction Plan to be used for the maintenance of a Construction Contractor's compound which shall include the right to store and retain vehicles, materials and machinery in such area of Retained Land; and

1.6 a right of vehicular and pedestrian access to carry out works on, under and over the area of Retained Land marked on the Construction Plan hatched pink for the purposes of constructing a new car park behind MacNiven House.

2 In exercising the foregoing rights Project Co and as the case may be the Project Co Parties shall use reasonable endeavours to minimise, in so far as it is reasonably practicable to do so, any disturbance or disruption to the Retained Land and making good all damage which is thereby caused to the Retained Land.
PART 2: OPERATIONAL TERM

1 The Licensor grants Project Co the right (which may be exercised by the Service Provider and Service Provider Subcontractors) during the Operational Term for the Authorised Purpose:

1.1 a right of vehicular and pedestrian access to and egress from the Site over the Retained Land by the route marked and hatched blue on the plan contained in Part 4 of this Part 30 of the Schedule (the “Operational Plan”); and

1.2 a right of access over, to, through, from and to carry out works on, under and over the Retained Land to the connection points for supplies of Energy marked on the Operational Plan for the purposes of maintaining and repairing wires, cables and pipes and other necessary apparatus to ensure the supply of Energy to the Facilities, along the route shown marked by a line coloured green on the Operational Plan or such other route as may be agreed between Project Co, the Board and the Licensor, each party acting reasonably;

2 In exercising the foregoing rights Project Co and as the case may be the Project Co Parties shall use reasonable endeavours to minimise, in so far as it is reasonably practicable to do so, any disturbance or disruption to the Retained Land and making good all damage which is thereby caused to the Retained Land.
PART 3: THE CONSTRUCTION PLAN
PART 4: THE OPERATIONAL PLAN
This is the Operational Plan forming Part 4 of Part 30
the Schedule to the Project Agreement between Grec;
Glasgow Health Board and Robertson Health (Gartnav;
Limited dated

[Diagram of a site plan with various labeled sections and annotations]

[young and gault logo and details]

Project Title
GARTNAVEL
WEST BEDS
FE PROVISION

Drawing Title
SITE PLAN
OPERATIONAL PHASE

Date
OCT 05

Scale

Drawn By

Checked By

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