

- 2.25 To pay to the County Council a further ten percent (10%) of the Travel Plan Contribution prior to first Occupation of one hundred (100) Dwellings in the Southern Neighbourhood;
- 2.26 Not to permit or allow Occupation of more than ninety-nine (99) Dwellings in the Southern Neighbourhood unless and until a further ten percent (10%) of the Travel Plan Contribution has been paid to the County Council;
- 2.27 To pay to the County Council a further ten percent (10%) of the Travel Plan Contribution prior to first Occupation of one hundred and fifty (150) Dwellings in the Southern Neighbourhood;
- 2.28 Not to permit or allow Occupation of more than one hundred and forty-nine (149) Dwellings in the Southern Neighbourhood unless and until a further ten percent (10%) of the Travel Plan Contribution has been paid to the County Council;
- 2.29 To pay to the County Council a further four percent (4%) of the Travel Plan Contribution prior to first Occupation of two hundred and fifty (250) Dwellings in the Southern Neighbourhood;
- 2.30 Not to permit or allow Occupation of more than two hundred and forty-nine (249) Dwellings in the Southern Neighbourhood unless and until a further four per cent (4%) of the Travel Plan Contribution has been paid to the County Council.

3. **LIBRARY CONTRIBUTION**

- 3.1 To pay to the County Council seventy-two percent (72%) of the Library Contribution prior to first Occupation of four hundred (400) Dwellings in the Northern Neighbourhood;
- 3.2 Not to Occupy or permit or allow Occupation of more than three hundred and ninety-nine (399) Dwellings in the Northern Neighbourhood unless and until seventy-two percent (72%) of the Library Contribution has been paid to the County Council;
- 3.3 To pay to the County Council twenty-eight percent (28%) of the Library Contribution prior to first Occupation of two hundred (200) Dwellings in the Southern Neighbourhood;
- 3.4 Not to Occupy or permit or allow Occupation of more than one hundred and ninety-nine (199) Dwellings in the Southern Neighbourhood unless and until twenty-eight percent (28%) of the Library Contribution has been paid in full to the County Council;

FOURTH SCHEDULE

THE COUNCIL COVENANTS WITH THE OWNERS:

1 NHS CONTRIBUTION

- 1.1 To use the NHS Contribution towards the provision of public health services serving the Development at Mount Farm Surgery in Bury St. Edmunds and for no other purpose;
- 1.2 If requested to do so in writing after the expiry of five (5) years from the date that the NHS Contribution was received in full to pay (with any interest accrued) to the person who paid the NHS Contribution to the Council such amount of the NHS Contribution which has not been committed or expended by the Council in accordance with the provisions of this Deed such payment to be made within twenty eight (28) Working Days of such request.

2 PUBLIC OPEN SPACE

- 2.1 The Council shall respond to the Owners written request pursuant to paragraph 3.1 of the Second Schedule within 14 Working Days of receipt of the Owners' request;
- 2.1 If received the Council covenants to use the Northern Neighbourhood Public Open Space Commuted Sum towards the future maintenance of the Public Open Space in perpetuity and for no other purpose;
- 2.2 If received the Council covenants to use the Southern Neighbourhood Public Open Space Commuted Sum towards the future maintenance of the Public Open Space in perpetuity and for no other purpose;
- 2.3 If transferred to the Council the Council covenants to ensure the Public Open Space is retained for public use in perpetuity.

FIFTH SCHEDULE

THE COUNTY COUNCIL COVENANTS WITH THE OWNER:

1. EDUCATION PROVISION

- 1.1. To use the Primary School Contribution towards the costs of delivering a new primary school on the Site;
- 1.2. To use the Secondary School Contribution towards the improvement enhancement and expansion of Sybil Andrews Academy and Abbeygate Sixth Form College or other secondary schools serving the Development in Bury St Edmunds;
- 1.3. To use the Pre School Contribution towards the costs of delivering a new pre-school setting at the new primary school on the Site;
- 1.4. To use the Primary School Land transferred to the County Council under this Deed for a primary school with early years setting and ancillary community use and for no other purpose and not to use permit or suffer the use of the Primary School Land for purposes other than educational uses including early years and community purposes including a library and ancillary community uses;
- 1.5. To confirm to the Developer within twenty-one (21) Working Days of receipt of the validly executed Primary School Land Transfer;
- 1.6. To use the Temporary Primary School Contribution towards the costs of providing a temporary facility for primary school education serving the Development up to the point at which the new permanent primary school on the Site is available to serve the Development;
- 1.7. If requested to do so in writing by the Owners after the expiry of ten (10) years of the date of Completion of Development in the Northern Neighbourhood within a further period of one (1) year the County Council shall repay (together with any interest accrued) any part of the Northern Neighbourhood Education Contribution that has not been spent or committed by the County Council in accordance with the provisions of this Deed to the person who paid that part of the Northern Neighbourhood Education Contribution;
- 1.8. If requested to do so in writing by the Owners after the expiry of ten (10) years of the date of Completion of Development in the Southern Neighbourhood within a further period of one (1) year the County Council shall repay (together with any interest accrued) any part of

the Southern Neighbourhood Education Contribution that has not been spent or committed by the County Council in accordance with the provisions of this Deed to the person who paid that part of the Southern Neighbourhood Education Contribution;

1.9. If requested to do so in writing by the Owners after the expiry of ten (10) years of Completion of Development in the Northern Neighbourhood the County Council shall notify the Owners that the Northern Neighbourhood Education Contribution has been spent or committed in accordance with the provisions of this Deed such notification to include details of how the contribution has been spent or committed;

1.10. If requested to do so in writing by the Owners after the expiry of ten (10) years of Completion of Development in the Southern Neighbourhood the County Council shall notify the Owners that the Southern Neighbourhood Education Contribution has been spent or committed in accordance with the provisions of this Deed such notification to include details of how the contribution has been spent or committed.

2. HIGHWAYS CONTRIBUTION

2.1. To use the Highways Contribution towards the costs of highway improvements including but not limited to the following locations;

- A14 Junction 42 – Westley Interchange;
- A14 junction 43 – Bury Central Interchange;
- A14 Junction 44 – Moreton Hall Interchange;
- A1302 Risbygate Street with Westley Road;
- Compiegne Way Roundabout with Out Northgate;
- A1302 Parkway with Risbygate Street;
- A1302 Parkway/Cullum Road with Westgate Street;

2.2. To use the Public Right of Way Contribution towards improvements to the local public right of way network within the vicinity of the Development and serving the Development;

2.3. To use the Travel Plan Contribution towards the cost of producing a travel plan for each Dwelling carrying out suitable surveys and monitoring the effectiveness of the travel plan measures on an annual basis;

- 2.4. If requested to do so in writing by the Owners after the expiry of ten (10) years of the date of Completion of Development within a further period of one (1) year the County Council shall repay (together with any interest accrued) any part of the Highways Contribution, the Public Right of Way Contribution and/or the Travel Plan Contribution respectively that has not been spent or committed by the County Council in accordance with the provisions of this Deed to the person who paid that part of the relevant contribution;
- 2.5. If requested to do so in writing by the Owners after the expiry of ten (10) years of Completion of Development the County Council shall notify the Owners that the Highways Contribution, the Public Right of Way Contribution and/or the Travel Plan Contribution has been spent or committed in accordance with the provisions of this Deed such notification to include details of how the relevant contribution has been spent or committed.

3. **LIBRARY CONTRIBUTION**

- 3.1. To use the Library Contribution for the provision of library lending stock reference audio visual and homework support material and ICT equipment for public use in Bury St. Edmunds serving the Development;
- 3.2. If requested to do so in writing by the Owners after the expiry of ten (10) years of the date of Completion of Development within a further period of one (1) year the County Council shall repay (together with any interest accrued) any part of the Library Contribution that has not been spent or committed by the County Council in accordance with the provisions of this Deed to the person who paid that part of the Library Contribution;
- 3.3. If requested to do so in writing by the Owners after the expiry of ten (10) years of Completion of Development within a further period of one (1) year the County Council shall notify the Owners that the Library Contribution has been spent or committed in accordance with the provisions of this Deed such notification to include details of how the Library Contribution has been spent or committed;

SIXTH SCHEDULE

PART 1 – FORM OF PRIMARY SCHOOL LAND TRANSFER

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the

1	Title number(s) out of which the property is transferred:
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land to the north-east of Sicklesmere Road, Bury St Edmunds</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>Hopkins and Moore (Developments) Ltd</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Suffolk County Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

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

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

7	Transferee's intended address(es) for service for entry in the register: Endeavour House, 8 Russell Road, Ipswich IP1 2DH
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £1.00 (one pound) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee The covenants implied under the LPMPA 1994 are modified so that: (a) The covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to: a. Make proper searches; or b. Raise requisitions on title or on the results of the Transferee's searches; and (b) The covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions 12.1 Definitions Conditions for Entry: the conditions to which any right to enter granted within this Transfer is subject, which are that the right shall be subject to the person exercising the right: (a) effective entry at a reasonable time (or at any time in an emergency); (b) giving reasonable notice to the person whose

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

- premises are being entered (but no notice needs be given in an emergency);
- (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

Estate: the land and buildings known as [] shown edged blue on Plan 2 now and formerly comprised within title numbers []

Estate Roads: means all roads, verges and footpaths constructed within the Estate

Estate Sewers: the surface water and foul sewers constructed within the Estate, which are intended to become public sewers

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994

Plan 1: the plan annexed hereto marked "Plan 1"

Plan 2: the plan annexed hereto marked "Plan 2"

"School" the primary school to be constructed by the Transferee on the Property to provide capacity for 420 primary school places and 60 early year places

Service Media: all media for the supply or removal of electricity, gas, water, sewage, surface water drainage, telecommunications, broadband and all structures, machinery and equipment ancillary to those media suitable for the capacity of the School to be constructed on the Property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.1 Rights granted for the benefit of the property

12.1.1 The Transferor grants to the Transferee for the benefit of the Property:

- (a) the right to pass with or without vehicles over and along the Estate Roads (but on foot only in respect of any footpaths) to and from the highway maintainable at the public expense at all times for all purposes connected with the use of the Property
- (b) the right to use and to connect into any Service Media at the Estate that belong to the Transferor and serve (but do not form part of) the Property which are in existence at the date of this transfer or are installed or constructed in the future
- (c) the right to use the Estate Sewers until they become maintainable at public expense

12.1.2 Subject to complying with the Conditions for Entry, the right to enter the adjoining parts of the Estate with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

- (a) to inspect or carry out works to the Property;
- (b) to inspect, repair, maintain, install, re-route or replace

Include words of covenant.

12.2 Covenants by the Transferor

12.2.1 In pursuance of section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and for the benefit of the Property the Transferor covenants with the Transferee to:

(a) provide the Transferee with a fully serviced site with with the Service Media supplied to the Property of **sufficient capacity to serve the Transferee's intended use of the Property as an educational establishment for up to 420 individuals at primary school level and 60 places at preschool level; and**

(b) **construct and maintain the Estate Roads (to highway adoption standard) to serve the Property and for the avoidance of doubt any Estate Roads serving the Property will be constructed to abut the boundary of the Property and provide vehicular and pedestrian access to the public highway until such roads are adopted**

12.2.2

Where the Transferor shall be in default of any obligations in this clause 12.2 and has failed to rectify such breach within a reasonable period following written notice of such breach the Transferee shall be entitled to enter so much of the unbuilt part of the Estate as is necessary to rectify the breach and the Transferor shall owe to the Transferee as a contractual debt the proper and reasonable costs, fees, payments, debts or other liabilities properly incurred by the Transferee in doing so.

Restrictive Covenants by the Transferee

The Transferee covenants with the Transferor:

Not to use the Property other than for educational uses including early years and community purposes including a library and ancillary community uses.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.3 Other

12.3.1 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person

12.3.2 A person includes a corporate or unincorporated body (whether or not having separate legal personality)

12.3.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular

12.3.4 A reference to statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

- 12.3.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision
- 12.3.6 Clause headings shall not affect the interpretation of this transfer
- 12.3.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 12.3.8 Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them
- 12.3.9 The Transferor and the Transferee agree and declare that section 62 of the Law of Property Act 1925 and the rule in "*Wheeldon v Burrows*" do not apply to this transfer and no legal or other rights are granted over the Estate for the benefit of the Property or granted over the Property for the benefit of the Estate by this transfer except those expressly granted or reserved by this Transfer.

The transferor must execute this transfer as a deed using the space opposite. 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 (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance.

Examples of the correct form of execution are set out in *practice guide 8: execution of deeds*. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Executed (but not delivered until the date hereof) as a DEED by
**HOPKINS AND MOORE
(DEVELOPMENTS) LIMITED**
acting by a director and its
secretary or two directors

Director

Director/Secretary

Executed (but not delivered until the date hereof) as a DEED by
affixing the Common Seal of
SUFFOLK COUNTY COUNCIL
in the presence of:

Signature.....

Name.....

(An authorised Officer)

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

PART 2 – PUBLIC OPEN SPACE TRANSFER

The transfer terms for the Public Open Space shall include but not be limited to:

1. Transfer for £1
2. Freehold transfer
3. Accessed and serviced to the boundary
4. Necessary rights granted for use as public open space
5. Return of land not used for the specified purpose within 10 years of the date of the transfer
6. Restriction on use only for purposes of use as public open space
7. Return of the land and related commuted sum (with any accrued interest) for land not used for Public Open Space within 10 years of the date of the transfer

SEVENTH SCHEDULE
DRAFT NOMINATION AGREEMENT

DATED _____ 2019

(1) WEST SUFFOLK COUNCIL

and

(2)

NOMINATION AGREEMENT

relating to land to the
in the County of Suffolk

BETWEEN

(1) **WEST SUFFOLK COUNCIL** of
("the Council") and

(2)
("the Association")

WHEREBY IT IS AGREED as follows:-

1. Particulars

- 1.1 The Scheme: The construction works to be carried out to provide ** (***) dwellings at Land
- 1.2 Dwellings: ** (***) affordable dwellings erected pursuant to the Scheme
- 1.3 Affordable Rent: As defined in Annex 2 of the National Planning Policy Framework, with ** (***) affordable rented dwellings erected pursuant to the Scheme (*****) to be owned and managed by the Association and provided to the Council for nomination rights
- 1.4 Shared Ownership : As defined in Annex 2 of the National Planning Policy Framework, with ** (*) shared ownership dwellings (***) to be erected pursuant to the scheme which are to be sold via the Homebuy Agent
- 1.5 Initial Lets : means the first tenancy of each newly constructed Dwelling
- 1.6 Initial Sale : means initial sale by the Registered Provider of each newly constructed Shared Ownership Dwelling

- 1.7 Subsequent Sales : means the subsequent sale of a Shared Ownership Dwelling following initial sale
- 1.8 Help to Buy Agents : BPHA Limited, Bedford Heights, Manton Lane, Bedford. MK41 7BJ or any other Homebuy Agents party to and acting in accordance with the Service Level Agreement
- 1.9 Service Level Agreement : An agreement made between the Association and the Help to Buy Agent dated for the governance of procedures and performance standards of the Help to Buy Agents and the Registered Provider in their roles in enabling any affordable housing scheme or any subsequent service level agreement made between the Registered Provider and the Help to Buy Agents for the same provision.
- 1.10 Voids : means a Dwelling which does not have a tenancy and any void period shall be measured in calendar days between the date of termination of the previous tenancy, or repossession, and the start date of a new tenancy
- 1.11 Dwellings : Unless the context requires otherwise means both the Affordable Rented Dwellings and the Shared Ownership Dwellings and "Dwelling" means any one of these
- 1.12 Chargee : Means any mortgagee or chargee of
- 1.13 Receiver : receiver or manager (including an administrative