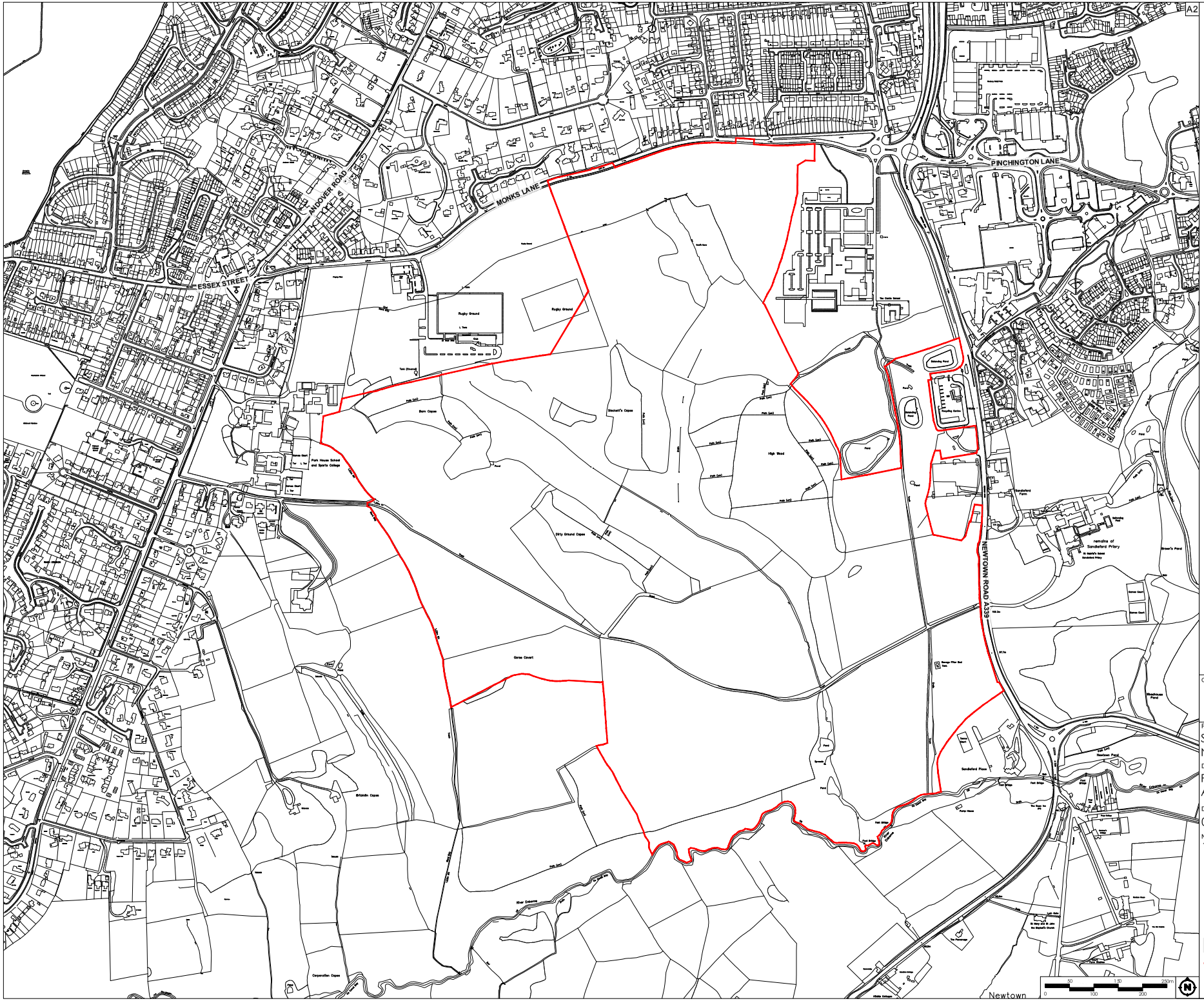
APPENDIX 1

Plan

Drawing number 14.273/PP01 Rev B



KEY - to be read in conjunction with plans PP02, PP03 and PP04

Sandleford Park Application Boundary

Final Planning Issue

CLIENT

BLOOR HOMES

PROJECT TITLE

Sandleford Park, Newbury

DRAWING TITLE

PARAMETER PLAN
Application Boundary

DATE	DRAWN	CHECKED	AUTHORISED
06 Apr 2018	BD	AB	AB

NUMBER	REV.	SCALE
14.273/PP01	B	1:5000 @ A2

Boyer

cardiff | colchester | london | twickenham | wokingham

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Boyer Planning Ltd, Crowthorne House, Nine Mile Ride, Wokingham, Berkshire, RG40 3GZ

APPENDIX 2

Primary School Transfer

Land Registry

Transfer of part of registered title(s)

TP1

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred:
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
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.	3	Property: The property is identified [x] on the attached Plan 1 and shown: edged [red][1] [ ] on the title plan(s) of the above titles and shown:
	4	Date:
Give full name(s). Complete as appropriate where the transferor is a company.	5	Transferor: For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Give full name(s). Complete as appropriate where the transferee is a company. Also, for	6	Transferee for entry in the register: For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:

Draft

[1] Plan to be agreed prior to completion

an overseas company, unless an arrangement with 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 Land Registration Rules 2003.

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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.

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

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.

9 Consideration

[X] The transferor has received from the transferee for the property the following sum (in words and figures): one pound (£1.00)

[ ] The transfer is not for money or anything that has a monetary value

[ ] Insert other receipt as appropriate: The Transfer is made pursuant to obligations contained in a s106 Agreement dated [ ] made between [ ] and [ ]

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

[x] full title guarantee

[ ] limited title guarantee

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

11 Declaration of trust. The transferee is more than one person and

[ ] they are to hold the property on trust for themselves as joint tenants

[ ] they are to hold the property on trust for themselves as tenants in common in equal shares

Draft

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.

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

☐ they are to hold the property on trust:

12 Additional provisions

1.1 In this Transfer:

"**Cycleways**" means the cycleways constructed or to be constructed from time to time across the Retained Land;

"**Estate**" means the retained land shown edged [ ] on Plan 2 which is registered at the Land Registry under title number/s [ ] and a reference to the Estate is to the whole or a part of it as the context requires;

"**Estate Roads**" means the estate roads constructed or to be constructed across the Retained Land from time to time (or the route of any such estate roads);

"Estate Service Media" means any Service Media which provides Services to the Property and other parts of the Retained Land including the Relevant Service Media and any Service Media which may in the future be laid in, over or under the Retained Land and which is capable of serving the Property exclusively or together with other property;

"**Pathways**" means the footpaths and any bridleways constructed or to be constructed across the Retained Land from time to time;

"**Pathways/Cycleway Access**" means a crossing for pedestrians and/or cyclists;

"Permitted Disposal"

(a) the grant of easements or rights, transfer, lease or dedication of any part of the Retained Land to a highways authority in connection with the adoption or dedication of public highway; or

(b) the grant of easements or rights, transfer, lease or dedication of any part of the Retained Land or Services/Service Media within the Retained Land to or in favour of any statutory undertaking, utility company or local authority for the provision and adoption of Services/Service Media;

(c) the grant of easements or rights, transfer, lease or dedication of any part of the Retained Land to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of Services;

(d) the disposal of any residential property;

"**Permitted Use**" means for use of the Property for education purposes; (including ancillary uses which for the avoidance of doubt shall be deemed to include use for children's nurseries);

"**Plan [ ]**" means the plan identified as "Plan [ ]" attached to this Transfer;

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"**Plan [ ]**" means the plan identified as "Plan [ ]" attached to this Transfer;

["Plan [ ]" means the plan identified as "Plan 3" attached to this Transfer;]

"**Relevant Authorities**" means the local planning authority, local and county highways authorities, town and parish councils, drainage, gas, water, electricity, cable, television and telecommunications companies and any other authority utility company, body, corporation or organisation concerned with the grant of planning permission or the control of development or the control of pollution or the adoption of roads and sewers and open space or the installation of Conducting Media and the provisions of Services and the dispersal or disposal of surface water and "**Relevant Authority**" shall mean any one of them;

"**Relevant Service Media**" means the Service Media laid pursuant to the obligations in [ ] of the Section 106 Agreement as Service Media intended to be connected to the Property [(the approximate position of which is shown on Plan 3)];

"Retained Land" means the land shown [xxx] on Plan [x];

"School Planning Permission" means any planning permission (including any amendments, additions, variations or replacements) for the construction or expansion of educational facilities and ancillary uses on the Property required to accommodate pupils resulting from planning permission being granted for residential development on the Estate;

"**Section 106 Agreement**" means the Agreement made pursuant to Section 106 of the Town & Country Planning Act 1990 dated [ ] and made between [ ] and [ ];

"**Services**" means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;

"**Service Media**" means the sewers, drains, watercourses, pipes, cables, wires channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;

"**Vehicular Crossing**" means a crossing for vehicles including all necessary kerbs, sight lines and vision splays

1.2 The expressions "Transferor" and "Transferee" shall include the successors in title of the Transferor (to all or any part of the Retained Land) and of the Transferee (to all or any part of the Property) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally.

1.3 Any covenant by the Transferor or Transferee not to do something includes an obligation not (so far as it is within the control of the Transferor or the Transferee) to allow or permit that thing to be done.

Draft

1.4 The clause and schedule headings are for ease of reference only and are not to be taken into account when construing this document.

2 The Property is transferred:

2.1 for the benefit of the Property and each and every part of it, with the benefit of the rights set out in Schedule 1 in favour of the Transferee and its successors in title and all those authorised by it; and

2.2 with the rights and other matters excepted and reserved in favour of the Transferor and its successors in title and all those authorised by it as set out in Schedule 2.

3 The Transferor covenants with the Transferee as set out in Schedule 3 so as to bind itself and to the intent that the benefit thereof shall be annexed to and run with each and every part of the Property.

4 The Transferee covenants with the Transferor as set out in Schedule 4 so as to bind itself and its successors in title and to the intent that the burden of such covenants shall run with and bind the Property and each and every part of it into whosoever hands the same may come and to the intent that the benefit thereof shall be annexed to and run with each and every part of the Retained Land.

5 The parties declare that:

5.1 the provisions of Section 62 of the Law of Property Act 1925 shall not be implied herein; and

5.2 no easement or other such right for the enjoyment of the Property over the Retained Land and/or the Property is created otherwise than by express grant in this Transfer.

6 The parties further agree and declare that:

6.1 a person includes a corporate or unincorporated body (whether or not having separate legal personality);

6.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;

6.3 a reference to a 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;

6.4 reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision;

6.5 clause headings shall not affect the interpretation of this Transfer;

6.6 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

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sense of the words, description, definition, phrase or term preceding those terms;

6.7 unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999;

6.8 the parties may vary this Transfer without the consent of a third party to whom an express right to enforce any of its terms has been provided;

6.9 nothing contained or implied in this Transfer shall prejudice or affect the Transferee's rights powers duties or obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Transferee under all or any public and private statutes bylaws orders and regulations and otherwise which may be as fully and effectually exercised by the Transferee in relation to the Property as if the Transferee were not a party to this Transfer AND further that nothing herein contained or implied shall oblige the Transferee to do anything which would put it in breach of its statutory obligations;

6.10 the Transferor's obligations and liability as "the Owner" under the Section 106 Agreement shall not be prejudiced by anything contained, mentioned or referred to in this Transfer and the Transferor's obligations and liability under the Section 106 Agreement remain in full force and effect insofar as they are not completed in accordance with this deed.

7 It is hereby agreed that the Transferee shall be responsible for any boundaries marked on Plan 1 with an inward facing "T".

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

Schedule 1
(Rights granted)

1 The right of free and uninterrupted passage and running of the services from and to any part of the Property through the estate service media.

2 (Subject to the conditions set out in paragraph 9) the right to connect to the Estate Service Media.

3 (Subject to the conditions set out in paragraph 9) the right at all reasonable times and upon at least 24 (twenty four) hours' prior written notice to the Transferor (save in case of emergency when no notice is required), to enter those unbuilt parts of the Retained Land as necessary with or without agents, professional advisers, workmen and equipment to:

3.1 inspect maintain repair and (if necessary) renew upgrade and replace and relocate any Estate Service Media serving the Property;

3.2 carry out any necessary inspection, works of repair, replacement, installation or maintenance to buildings, unbuilt parts and boundaries which may at the date hereof or in the future be on the Property where the works concerned cannot otherwise reasonably be done without such access; and

3.3 lay under land which is neither built upon nor intended to be built upon and does not form the curtilage of any structural building or intended structural building

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new Service Media capable of serving the Property the route of any such new Service Media and the point and manner of connection to any such existing Estate Service Media having first been approved in writing by the Transferor (such approval not to be unreasonably withheld or delayed).

4 In the event that the Transferor fails to comply with its obligations in Schedule 3 paragraphs 4 and 5, the right of entry on reasonable prior written notice (save in case of an emergency) upon such parts of the Retained Land as are not built upon and/or do not form part of the gardens drives or curtilages of any dwellings (unless any such areas have any Estate Service Media on, under or over them) and only insofar as is reasonably necessary for the purpose of repairing and maintaining the Estate Service Media at the proper cost of the Transferor.

5 The right of support, shelter, protection, as enjoyed by the Property from the Retained Land at the date of this Transfer.

6 Pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes to pass and repass with or without vehicles over and along the Estate Roads which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land and in any event at all times and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use the right of vehicular and pedestrian access to and egress from the Property to and from the nearest adopted highway maintainable at public expense PROVIDED THAT during the construction works on the Property the Transferee and all those authorised by it will exercise this right in such a way that minimises disruption in so far as is reasonably practicable to any occupiers of the Estate and in so far as reasonably practicable limits the use of the Estate Roads by construction traffic to normal business hours.

7 Pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use to pass and repass on foot only over the Pathways which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land.

8 Pending adoption, the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use to pass and repass on bicycle only over the Cycleways which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land.

9 **Conditions relating to exercise of rights**

The exercise of the rights referred to in paragraphs 2 and 3 above are subject to the conditions that:

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9.1 before exercising any such right (except in the case of emergency) the Transferee is to give not less than 15 days' written notice specifying the purpose for which entry is required, if reasonably required accompanied by drawings, specifications and other written details of the work, and the method of undertaking the work which the Transferee requires to execute on the Property, and such other information as the Transferor may reasonably require;

9.2 in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice and in accordance with the drawings, specifications and other information submitted to the Transferee (if any), and with requisite statutory consents and the requirements of competent authorities;

9.3 in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance and damage as reasonably practicable, and promptly make good all physical damage done to the Retained Land to the Transferor's reasonable satisfaction;

9.4 the rights are only exercised over so much of the unbuilt parts of the Retained Land nor intended to be built upon and does not form the curtilage of any structural building or intended structural building as is reasonably necessary for the purpose of exercising the rights; and

9.5 the Transferee is to keep the Transferor and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred in the exercise of the rights.

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

Schedule 2
(Rights reserved)

The following rights are reserved to the Retained Land and each and every part of it for the benefit of the Transferor:

1 The right of support shelter and protection as enjoyed by the Retained Land from the Property at the date of this transfer.

2 The right of free and uninterrupted passage of the Services from and to any part of the Retained Land through the Service Media which now are or may at any time following the date of this Transfer be in, on or under the Property.

3 (Subject to the conditions set out in paragraph 7) the right to connect to the Estate Service Media located on the Property.

4 (Subject to the conditions set out in paragraph 7) the right at all reasonable times and upon at least 24 (twenty four) hours' prior written notice to the Transferee (save in case of emergency when no notice is required), to enter those unbuilt parts of the Property as necessary with or without agents, professional advisers, workmen and equipment to:

4.1 inspect maintain repair and (if necessary) renew upgrade and replace and relocate any Estate Service Media serving the Retained Land;

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4.2 carry out any necessary inspection, works of repair replacement installation or maintenance to buildings, unbuilt parts and boundaries which may at the date hereof or in the future be on the Retained Land where the works concerned cannot otherwise reasonably be done without such access; and

4.3 lay under land which is neither built upon nor intended to be built upon and does not form the curtilage of any structural building or intended structural building new Service Media capable of serving the Retained Land the route of any such new Service Media and the point and manner of connection to any such existing Estate Service Media having first been approved in writing by the Transferee (such approval not to be unreasonably withheld or delayed).

5 (Up until the adoption of any such services and subject to the conditions set out in paragraph 7) the right to repair maintain renew and replace the Service Media referred to in paragraph 2 to serve the Estate.

6 (Up until the time at which a school is built on the Property and opened to accept pupils and subject to the conditions set out in paragraph 7) the right of entry upon such unbuilt parts of the Property as are reasonably necessary for the purpose of laying, installing or connecting to Service Media in positions agreed in advance with the Transferor (such agreement not to be unreasonably withheld or delayed).

7 **Conditions relating to exercise of rights**

The exercise of the rights referred to in paragraphs 3, 4, 5 and 6 above are subject to the conditions that:

7.1 at any time after any school on the Property is opened to pupils to comply with all requirements of the Transferor, local authority or other governing body with regard to the safeguarding of pupils and the operation of the school;

7.2 before exercising any such right (except in the case of emergency) the Transferor is to give not less than 15 days' written notice specifying the purpose for which entry is required, if reasonably required accompanied by drawings, specifications and other written details of the work, and the method of undertaking the work which the Transferor requires to execute on the Property, and such other information as the Transferee may reasonably require;

7.3 in exercising any such right, the Transferor is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with the drawings, specifications and other information submitted to the Transferee (if any), and in accordance with requisite statutory consents and the requirements of competent authorities;

7.4 in carrying out the work, the Transferor is to act with due diligence, cause as little disturbance and damage as reasonably practicable, and promptly make good all physical damage done to the Property to the Transferee's reasonable satisfaction;

Draft

7.5 the rights are only exercised over so much of the unbuilt parts of the Property as is reasonably necessary for the purpose of exercising the rights; and

7.6 the Transferor is to keep the Transferee and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred in the exercise of the rights.

8 The right to alter develop and redevelop the Retained Land notwithstanding any interference with rights to light and/or air which are enjoyed by the Property.

Include words of covenant.

Schedule 3
(Transferor's covenants)

1 Taking into account the requirements of any planning permission benefitting the Retained Land, to construct, or procure the construction of, Estate Roads and Pathways to the boundaries of the Property capable of serving the Property for its Permitted Use.

2 In relation to any Estate Roads Pathways and Cycleways which are intended to be publically adopted and which serve the Property to maintain all such Estate Roads Pathways and Cycleways to adoptable standards until they have been adopted and are maintainable at the public expense.

3 In relation to any Estate Road and Pathways Cycleways that serve the Property but are not intended to be publically adopted to procure that all such Estate Roads Pathways and Cycleways are maintained to reasonable standards.

4 In relation to any Relevant Service Media serving the Property which are within the Retained Land and which are intended to become the responsibility of a Utility Company or similar body to maintain all such services and/or Service Media until the same are taken over by the relevant Utility Company or similar body.

5 In relation to any Relevant Service Media serving the Property which are within the Retained Land but which are not intended to become the responsibility of a Utility Company or similar body the Transferor shall procure that all such Services and/or Service Media are maintained to reasonable standards.

6 The Transferor covenants with the Transferee to indemnify the Transferee its agents contractors employees licensees and successors in title against all proceedings liabilities costs claims and demands resulting from non-performance or non-observance by the Transferor its agents contractors employees and licensees of the terms of the Section 106 Agreement insofar as the provisions relate to the Retained Land and they remain to be observed or performed.

Schedule 4

(Transferee's covenants)

1 The Transferee covenants with the Transferor not to do or cause or permit to be done on the Property anything which may become or cause a statutory nuisance, injury or physical damage to any person or property or cause unreasonable interference with the reasonable and proper enjoyment of the

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Estate PROVIDED ALWAYS THAT development in accordance with a School Planning Permission shall not be considered a breach of this covenant.

2 The Transferee covenants with the Transferor not at any time hereafter carry on or permit or suffer to be carried on upon the Property or any part or parts of it or in any buildings or erections for the time being on it or any part of it any trade or business which is noxious or offensive.

3 The Transferee covenants with the Transferor not to use or allow the Property to be used for any use other than the Permitted Use.

4 The Transferee covenants with the Transferor to indemnify the Transferor its agents contractors employees licensees and successors in title against all proceedings liabilities costs claims and demands resulting from:

4.1 non-performance or non-observance by the Transferee its agents contractors employees and licensees of the terms of the Section 106 Agreement insofar as the provisions relate to the Property and they remain to be observed or performed;

4.2 any actual claim made against the Transferor by an occupier of the Estate arising out of or in connection with a failure by the Transferee to exercise the right granted at paragraph 6 of Schedule 1 above in accordance with the provisos noted.

5 The Transferee shall promptly upon reasonable request enter into any necessary agreements, deeds and/or leases for the use, adoption or dedication of any services in the land (and to procure that any mortgagee or tenant does likewise).

6 The Transferee covenants with the Transferor that if the Property or any part of it ceases to be used for the Permitted Use, the Transferee shall immediately transfer the Property or that part thereof to the Transferor for a consideration of £1, provided that for these purposes ceasing to be used shall be taken to mean the permanent discontinuance of the school without an immediate replacement by the establishment of another school or the planned relocation of an existing school provided that this obligation shall not apply in the event of an approved reorganisation of the primary education provision in the area necessitates the disposal of the land transferred for redevelopment in order to fund the capital costs associated with the approved reorganisation save that the Transferor shall be granted a right of pre-emption in respect of the Property or part thereof (with the land value accruing from the land being paid to the Transferor).

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

13 Execution

EXECUTED as a deed by [ ]

acting by its Attorneys

_____

(Attorney Name)

Draft

application by the transferee (such as for a restriction), it must also be executed by the transferee.

……

(Attorney Signature)

in the presence of :

Witness Signature

Name ……..

Address ……

……

Occupation…….

_____

(Attorney Name)

……

(Attorney Signature)

in the presence of :

Witness Signature

Name ……..

Address ……

……

Occupation…….

Draft

Executed as a deed by affixing the)
COMMON SEAL of **[ ]**)
in the presence of:)

Authorised Signatory

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.

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APPENDIX 3

Secondary School Transfer

Land Registry

Transfer of part of registered title(s)

TP1

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred:
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.	3	Property:
Place "X" in the appropriate box and complete the statement.		The property is identified
For example 'edged red'.		[x] on the attached Plan 1 and shown: edged [red][1]
For example 'edged and numbered 1 in blue'.		[ ] on the title plan(s) of the above titles and shown:
Any plan lodged must be signed by the transferor.		
	4	Date:
Give full name(s).	5	Transferor:
Complete as appropriate where the transferor is a company.		<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Give full name(s).	6	Transferee for entry in the register:
Complete as appropriate where the transferee is a company. Also, for		<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

Draft

[1] Plan to be agreed prior to completion

an overseas company, unless an arrangement with 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 Land Registration Rules 2003.

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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.

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

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.

9 Consideration

[X] The transferor has received from the transferee for the property the following sum (in words and figures): one pound (£1.00)

[ ] The transfer is not for money or anything that has a monetary value

[ ] Insert other receipt as appropriate: The Transfer is made pursuant to obligations contained in a s106 Agreement dated [ ] made between [ ] and [ ]

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

[x] full title guarantee

[ ] limited title guarantee

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

11 Declaration of trust. The transferee is more than one person and

[ ] they are to hold the property on trust for themselves as joint tenants

[ ] they are to hold the property on trust for themselves as tenants in common in equal shares

Draft

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.

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

☐ they are to hold the property on trust:

12 Additional provisions

1.1 In this Transfer:

"**Cycleways**" means the cycleways constructed or to be constructed from time to time across the Retained Land;

"**Estate**" means the retained land shown edged [ ] on Plan 2 which is registered at the Land Registry under title number/s [ ] and a reference to the Estate is to the whole or a part of it as the context requires;

"**Estate Roads**" means the estate roads constructed or to be constructed across the Retained Land from time to time (or the route of any such estate roads);

"Estate Service Media" means any Service Media which provides Services to the Property and other parts of the Retained Land including the Relevant Service Media and any Service Media which may in the future be laid in, over or under the Retained Land and which is capable of serving the Property exclusively or together with other property;

"**Pathways**" means the footpaths and any bridleways constructed or to be constructed across the Retained Land from time to time;

"**Pathways/Cycleway Access**" means a crossing for pedestrians and/or cyclists;

"Permitted Disposal"

(a) the grant of easements or rights, transfer, lease or dedication of any part of the Retained Land to a highways authority in connection with the adoption or dedication of public highway; or

(b) the grant of easements or rights, transfer, lease or dedication of any part of the Retained Land or Services/Service Media within the Retained Land to or in favour of any statutory undertaking, utility company or local authority for the provision and adoption of Services/Service Media;

(c) the grant of easements or rights, transfer, lease or dedication of any part of the Retained Land to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of Services;

(d) the disposal of any residential property;

"**Permitted Use**" means for use of the Property for secondary education purposes in accordance with the School Planning Permission together with the short term letting of parts of the Property for community uses;

"**Plan [ ]**" means the plan identified as "Plan [ ]" attached to this Transfer;

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"**Plan [ ]**" means the plan identified as "Plan [ ]" attached to this Transfer;

["Plan [ ]" means the plan identified as "Plan 3" attached to this Transfer;]

"**Relevant Authorities**" means the local planning authority, local and county highways authorities, town and parish councils, drainage, gas, water, electricity, cable, television and telecommunications companies and any other authority utility company, body, corporation or organisation concerned with the grant of planning permission or the control of development or the control of pollution or the adoption of roads and sewers and open space or the installation of Conducting Media and the provisions of Services and the dispersal or disposal of surface water and "**Relevant Authority**" shall mean any one of them;

"**Relevant Service Media**" means the Service Media laid pursuant to the obligations in [ ] of the Section 106 Agreement as Service Media intended to be connected to the Property [(the approximate position of which is shown on Plan 3)];

"Retained Land" means the land shown [xxx] on Plan [x];

"School Planning Permission" means any planning permission (including any amendments, additions, variations or replacements) for the construction or expansion of educational facilities and ancillary uses on the Property required to accommodate pupils resulting from planning permission being granted for residential development on the Estate;

"**Section 106 Agreement**" means the Agreement made pursuant to Section 106 of the Town & Country Planning Act 1990 dated [ ] and made between [ ] and [ ];

"**Services**" means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;

"**Service Media**" means the sewers, drains, watercourses, pipes, cables, wires channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;

"**Vehicular Crossing**" means a crossing for vehicles including all necessary kerbs, sight lines and vision splays

1.2 The expressions "Transferor" and "Transferee" shall include the successors in title of the Transferor (to all or any part of the Retained Land) and of the Transferee (to all or any part of the Property) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally.

1.3 Any covenant by the Transferor or Transferee not to do something includes an obligation not (so far as it is within the control of the Transferor or the Transferee) to allow or permit that thing to be done.

Draft

1.4 The clause and schedule headings are for ease of reference only and are not to be taken into account when construing this document.

2 The Property is transferred:

2.1 for the benefit of the Property and each and every part of it, with the benefit of the rights set out in Schedule 1 in favour of the Transferee and its successors in title and all those authorised by it; and

2.2 with the rights and other matters excepted and reserved in favour of the Transferor and its successors in title and all those authorised by it as set out in Schedule 2.

3 The Transferor covenants with the Transferee as set out in Schedule 3 so as to bind itself and to the intent that the benefit thereof shall be annexed to and run with each and every part of the Property.

4 The Transferee covenants with the Transferor as set out in Schedule 4 so as to bind itself and its successors in title and to the intent that the burden of such covenants shall run with and bind the Property and each and every part of it into whosoever hands the same may come and to the intent that the benefit thereof shall be annexed to and run with each and every part of the Retained Land.

5 The parties declare that:

5.1 the provisions of Section 62 of the Law of Property Act 1925 shall not be implied herein; and

5.2 no easement or other such right for the enjoyment of the Property over the Retained Land and/or the Property is created otherwise than by express grant in this Transfer.

6 The parties further agree and declare that:

6.1 a person includes a corporate or unincorporated body (whether or not having separate legal personality);

6.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;

6.3 a reference to a 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;

6.4 reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision;

6.5 clause headings shall not affect the interpretation of this Transfer;

6.6 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

Draft

sense of the words, description, definition, phrase or term preceding those terms;

6.7 unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999;

6.8 the parties may vary this Transfer without the consent of a third party to whom an express right to enforce any of its terms has been provided;

6.9 nothing contained or implied in this Transfer shall prejudice or affect the Transferee's rights powers duties or obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Transferee under all or any public and private statutes bylaws orders and regulations and otherwise which may be as fully and effectually exercised by the Transferee in relation to the Property as if the Transferee were not a party to this Transfer AND further that nothing herein contained or implied shall oblige the Transferee to do anything which would put it in breach of its statutory obligations;

6.10 the Transferor's obligations and liability as "the Owner" under the Section 106 Agreement shall not be prejudiced by anything contained, mentioned or referred to in this Transfer and the Transferor's obligations and liability under the Section 106 Agreement remain in full force and effect insofar as they are not completed in accordance with this deed.

7 It is hereby agreed that the Transferee shall be responsible for any boundaries marked on Plan 1 with an inward facing "T".

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

Schedule 1
(Rights granted)

1 The right of free and uninterrupted passage and running of the services from and to any part of the Property through the estate service media.

2 (Subject to the conditions set out in paragraph 9) the right to connect to the Estate Service Media.

3 (Subject to the conditions set out in paragraph 9) the right at all reasonable times and upon at least 24 (twenty four) hours' prior written notice to the Transferor (save in case of emergency when no notice is required), to enter those unbuilt parts of the Retained Land as necessary with or without agents, professional advisers, workmen and equipment to:

3.1 inspect maintain repair and (if necessary) renew upgrade and replace and relocate any Estate Service Media serving the Property;

3.2 carry out any necessary inspection, works of repair, replacement, installation or maintenance to buildings, unbuilt parts and boundaries which may at the date hereof or in the future be on the Property where the works concerned cannot otherwise reasonably be done without such access; and

3.3 lay under land which is neither built upon nor intended to be built upon and does not form the curtilage of any structural building or intended structural building

Draft

new Service Media capable of serving the Property the route of any such new Service Media and the point and manner of connection to any such existing Estate Service Media having first been approved in writing by the Transferor (such approval not to be unreasonably withheld or delayed).

4 In the event that the Transferor fails to comply with its obligations in Schedule 3 paragraphs 4 and 5, the right of entry on reasonable prior written notice (save in case of an emergency) upon such parts of the Retained Land as are not built upon and/or do not form part of the gardens drives or curtilages of any dwellings (unless any such areas have any Estate Service Media on, under or over them) and only insofar as is reasonably necessary for the purpose of repairing and maintaining the Estate Service Media at the proper cost of the Transferor.

5 The right of support, shelter, protection, as enjoyed by the Property from the Retained Land at the date of this Transfer.

6 Pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes to pass and repass with or without vehicles over and along the Estate Roads which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land and in any event at all times and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use the right of vehicular and pedestrian access to and egress from the Property to and from the nearest adopted highway maintainable at public expense PROVIDED THAT during the construction works on the Property the Transferee and all those authorised by it will exercise this right in such a way that minimises disruption in so far as is reasonably practicable to any occupiers of the Estate and in so far as reasonably practicable limits the use of the Estate Roads by construction traffic to normal business hours.

7 Pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use to pass and repass on foot only over the Pathways which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land.

8 Pending adoption, the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use to pass and repass on bicycle only over the Cycleways which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land.

9 **Conditions relating to exercise of rights**

The exercise of the rights referred to in paragraphs 2 and 3 above are subject to the conditions that:

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9.1 before exercising any such right (except in the case of emergency) the Transferee is to give not less than 15 days' written notice specifying the purpose for which entry is required, if reasonably required accompanied by drawings, specifications and other written details of the work, and the method of undertaking the work which the Transferee requires to execute on the Property, and such other information as the Transferor may reasonably require;

9.2 in exercising any such right, the Transferee is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice and in accordance with the drawings, specifications and other information submitted to the Transferee (if any), and with requisite statutory consents and the requirements of competent authorities;

9.3 in carrying out the work, the Transferee is to act with due diligence, cause as little disturbance and damage as reasonably practicable, and promptly make good all physical damage done to the Retained Land to the Transferor's reasonable satisfaction;

9.4 the rights are only exercised over so much of the unbuilt parts of the Retained Land nor intended to be built upon and does not form the curtilage of any structural building or intended structural building as is reasonably necessary for the purpose of exercising the rights; and

9.5 the Transferee is to keep the Transferor and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred in the exercise of the rights.

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

Schedule 2
(Rights reserved)

The following rights are reserved to the Retained Land and each and every part of it for the benefit of the Transferor:

1 The right of support shelter and protection as enjoyed by the Retained Land from the Property at the date of this transfer.

2 The right of free and uninterrupted passage of the Services from and to any part of the Retained Land through the Service Media which now are or may at any time following the date of this Transfer be in, on or under the Property.

3 (Subject to the conditions set out in paragraph 7) the right to connect to the Estate Service Media located on the Property.

4 (Subject to the conditions set out in paragraph 7) the right at all reasonable times and upon at least 24 (twenty four) hours' prior written notice to the Transferee (save in case of emergency when no notice is required), to enter those unbuilt parts of the Property as necessary with or without agents, professional advisers, workmen and equipment to:

4.1 inspect maintain repair and (if necessary) renew upgrade and replace and relocate any Estate Service Media serving the Retained Land;

Draft

4.2 carry out any necessary inspection, works of repair replacement installation or maintenance to buildings, unbuilt parts and boundaries which may at the date hereof or in the future be on the Retained Land where the works concerned cannot otherwise reasonably be done without such access; and

4.3 lay under land which is neither built upon nor intended to be built upon and does not form the curtilage of any structural building or intended structural building new Service Media capable of serving the Retained Land the route of any such new Service Media and the point and manner of connection to any such existing Estate Service Media having first been approved in writing by the Transferee (such approval not to be unreasonably withheld or delayed).

5 (Up until the adoption of any such services and subject to the conditions set out in paragraph 7) the right to repair maintain renew and replace the Service Media referred to in paragraph 2 to serve the Estate.

6 (Up until the time at which a school is built on the Property and opened to accept pupils and subject to the conditions set out in paragraph 7) the right of entry upon such unbuilt parts of the Property as are reasonably necessary for the purpose of laying, installing or connecting to Service Media in positions agreed in advance with the Transferor (such agreement not to be unreasonably withheld or delayed).

7 **Conditions relating to exercise of rights**

The exercise of the rights referred to in paragraphs 3, 4, 5 and 6 above are subject to the conditions that:

7.1 at any time after any school on the Property is opened to pupils to comply with all requirements of the Transferor, local authority or other governing body with regard to the safeguarding of pupils and the operation of the school;

7.2 before exercising any such right (except in the case of emergency) the Transferor is to give not less than 15 days' written notice specifying the purpose for which entry is required, if reasonably required accompanied by drawings, specifications and other written details of the work, and the method of undertaking the work which the Transferor requires to execute on the Property, and such other information as the Transferee may reasonably require;

7.3 in exercising any such right, the Transferor is to execute all work at its own expense, in a good and workmanlike manner, with good and suitable materials, complying with good building practice, and in accordance with the drawings, specifications and other information submitted to the Transferee (if any), and in accordance with requisite statutory consents and the requirements of competent authorities;

7.4 in carrying out the work, the Transferor is to act with due diligence, cause as little disturbance and damage as reasonably practicable, and promptly make good all physical damage done to the Property to the Transferee's reasonable satisfaction;

Draft

7.5 the rights are only exercised over so much of the unbuilt parts of the Property as is reasonably necessary for the purpose of exercising the rights; and

7.6 the Transferor is to keep the Transferee and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred in the exercise of the rights.

8 The right to alter develop and redevelop the Retained Land notwithstanding any interference with rights to light and/or air which are enjoyed by the Property.

Include words of covenant.

Schedule 3
(Transferor's covenants)

1 Taking into account the requirements of any planning permission benefitting the Retained Land, to construct, or procure the construction of, Estate Roads and Pathways to the boundaries of the Property capable of serving the Property for its Permitted Use.

2 In relation to any Estate Roads Pathways and Cycleways which are intended to be publically adopted and which serve the Property to maintain all such Estate Roads Pathways and Cycleways to adoptable standards until they have been adopted and are maintainable at the public expense.

3 In relation to any Estate Road and Pathways Cycleways that serve the Property but are not intended to be publically adopted to procure that all such Estate Roads Pathways and Cycleways are maintained to reasonable standards.

4 In relation to any Relevant Service Media serving the Property which are within the Retained Land and which are intended to become the responsibility of a Utility Company or similar body to maintain all such services and/or Service Media until the same are taken over by the relevant Utility Company or similar body.

5 In relation to any Relevant Service Media serving the Property which are within the Retained Land but which are not intended to become the responsibility of a Utility Company or similar body the Transferor shall procure that all such Services and/or Service Media are maintained to reasonable standards.

6 The Transferor covenants with the Transferee to indemnify the Transferee its agents contractors employees licensees and successors in title against all proceedings liabilities costs claims and demands resulting from non-performance or non-observance by the Transferor its agents contractors employees and licensees of the terms of the Section 106 Agreement insofar as the provisions relate to the Retained Land and they remain to be observed or performed.

Schedule 4

(Transferee's covenants)

1 The Transferee covenants with the Transferor not to do or cause or permit to be done on the Property anything which may become or cause a statutory nuisance, injury or physical damage to any person or property or cause unreasonable interference with the reasonable and proper enjoyment of the

Draft

Estate PROVIDED ALWAYS THAT development in accordance with a School Planning Permission shall not be considered a breach of this covenant.

2 The Transferee covenants with the Transferor not at any time hereafter carry on or permit or suffer to be carried on upon the Property or any part or parts of it or in any buildings or erections for the time being on it or any part of it any trade or business which is noxious or offensive.

3 The Transferee covenants with the Transferor not to use or allow the Property to be used for any use other than the Permitted Use.

4 The Transferee covenants with the Transferor to indemnify the Transferor its agents contractors employees licensees and successors in title against all proceedings liabilities costs claims and demands resulting from:

4.1 non-performance or non-observance by the Transferee its agents contractors employees and licensees of the terms of the Section 106 Agreement insofar as the provisions relate to the Property and they remain to be observed or performed;

4.2 any actual claim made against the Transferor by an occupier of the Estate arising out of or in connection with a failure by the Transferee to exercise the right granted at paragraph 6 of Schedule 1 above in accordance with the provisos noted.

5 The Transferee shall promptly upon reasonable request enter into any necessary agreements, deeds and/or leases for the use, adoption or dedication of any services in the land (and to procure that any mortgagee or tenant does likewise).

6 The Transferee covenants with the Transferor that if the Property or any part of it ceases to be used for the Permitted Use, the Transferee shall immediately transfer the Property or that part thereof to the Transferor for a consideration of £1, provided that for these purposes ceasing to be used shall be taken to mean the permanent discontinuance of the school without an immediate replacement by the establishment of another school or the planned relocation of an existing school provided that this obligation shall not apply in the event of an approved reorganisation of the primary education provision in the area necessitates the disposal of the land transferred for redevelopment in order to fund the capital costs associated with the approved reorganisation save that the Transferor shall be granted a right of pre-emption in respect of the Property or part thereof (with the land value accruing from the land being paid to the Transferor).

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

13 Execution

EXECUTED as a deed by [ ]

acting by its Attorneys

_____

(Attorney Name)

Draft

application by the transferee (such as for a restriction), it must also be executed by the transferee.

……

(Attorney Signature)

in the presence of :

Witness Signature

Name ……..

Address ……

……

Occupation…….

_____

(Attorney Name)

……

(Attorney Signature)

in the presence of :

Witness Signature

Name ……..

Address ……

……

Occupation…….

Draft

Executed as a deed by affixing the)
COMMON SEAL of **[ ]**)
in the presence of:)

Authorised Signatory

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.

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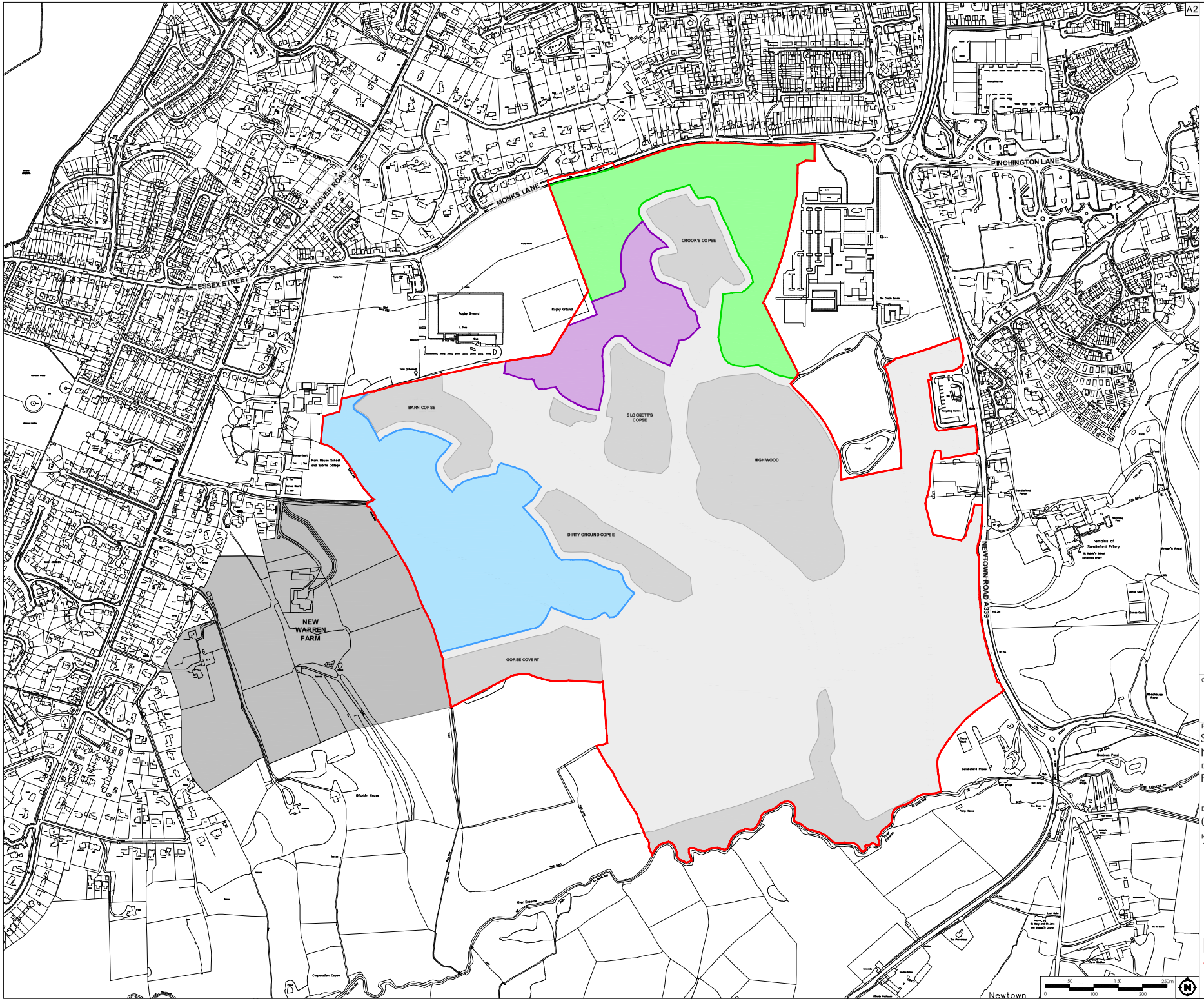
APPENDIX 4

Development Parcel Plan

Plan 14.273/PP05 Rev B



KEY - to be read in conjunction with plans PP02, PP03 and PP04

Sandleford Park Application Boundary

PARCELS

Development Parcel North 1

Development Parcel North 2

Development Parcel Central

FOR INDICATIVE PURPOSES ONLY

Final Planning Issue

CLIENT

BLOOR HOMES

PROJECT TITLE

Sandleford Park, Newbury

DRAWING TITLE

Parcelisation Plan

DATE	DRAWN	CHECKED	AUTHORISED
08 Mar 2018	BDC	AB	AB

NUMBER	REV.	SCALE
14.273/PP05	B	1:5000 @ A2

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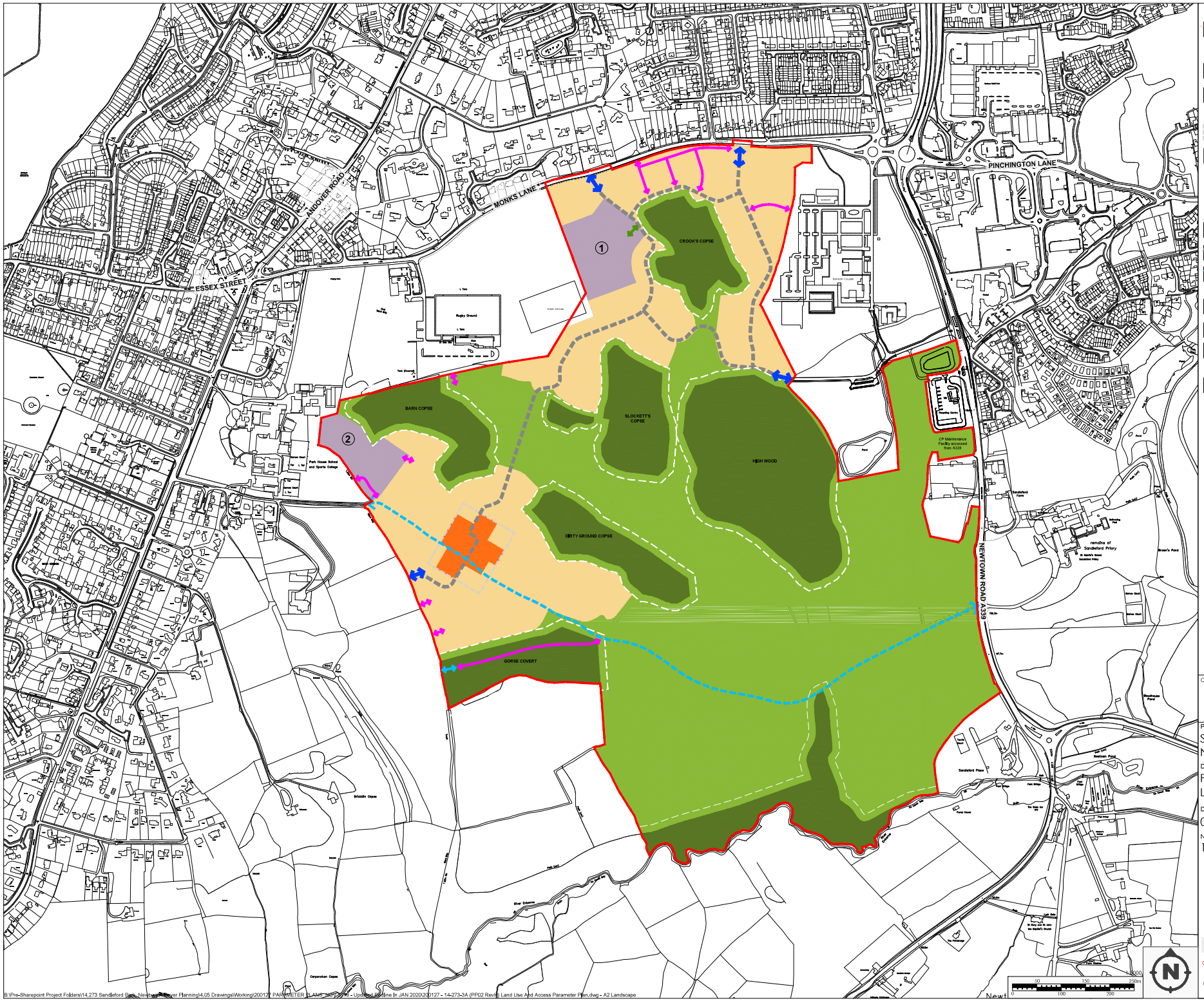
APPENDIX 5

Land Use Parameters Plan

Drawing number 14.273/PP02 Rev H1



KEY - to be read in conjunction with plans PP03 and PP04

Sandleford Park Application Boundary

LAND USE

Proposed Development Footprint Residential (Use Class C3)

Local Centre Comprising of Flexible Mixed Uses (Use Classes A1 - A5, B1a, D1 and C3)

Maximum Extent of the Location of Mixed Uses within the Local Centre

Education Land

1. Proposed 2 Form Entry Primary School (Use Class D1)

2. Area of land safeguarded for expansion of Park House School

ACCESS

Proposed Access Points for 'All Traffic Modes'

Proposed Main Access Road

Existing Public Footpath Retained and upgraded as a shared footpath cycle link

Potential Future Link with 1FE School

Proposed Key Footpath/Cycle Links

Indicative Access to School

OTHER

For details of Green Infrastructure please refer to Strategic Landscape and Green Infrastructure Plan prepared by SLR

Final Planning Issue

CLIENT

BLOOR HOMES

PROJECT TITLE

Sandleford Park
Newbury

DRAWING TITLE

PARAMETER PLAN
Land Use and Access Plan

DATE	DRAWN	CHECKED	AUTHORISED
03.02.2020	BDC	AB	AB

NUMBER	REV.	SCALE
14.273/PP02	H1	1:5000 @ A2

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B:\Pre-Sharepoint Project Folders\14.273 Sandleford Park, Newbury\Boyer Planning\4.05 Drawings\Working\200127 PARAMETER PLANS - Land Use - Updated Redline In JAN 2020\200127 - 14-273-3A (PP02 Revised) Land Use And Access Parameter Plan.dwg - A2 Landscape

APPENDIX 6

Strategic Landscape and Green Infrastructure Plan

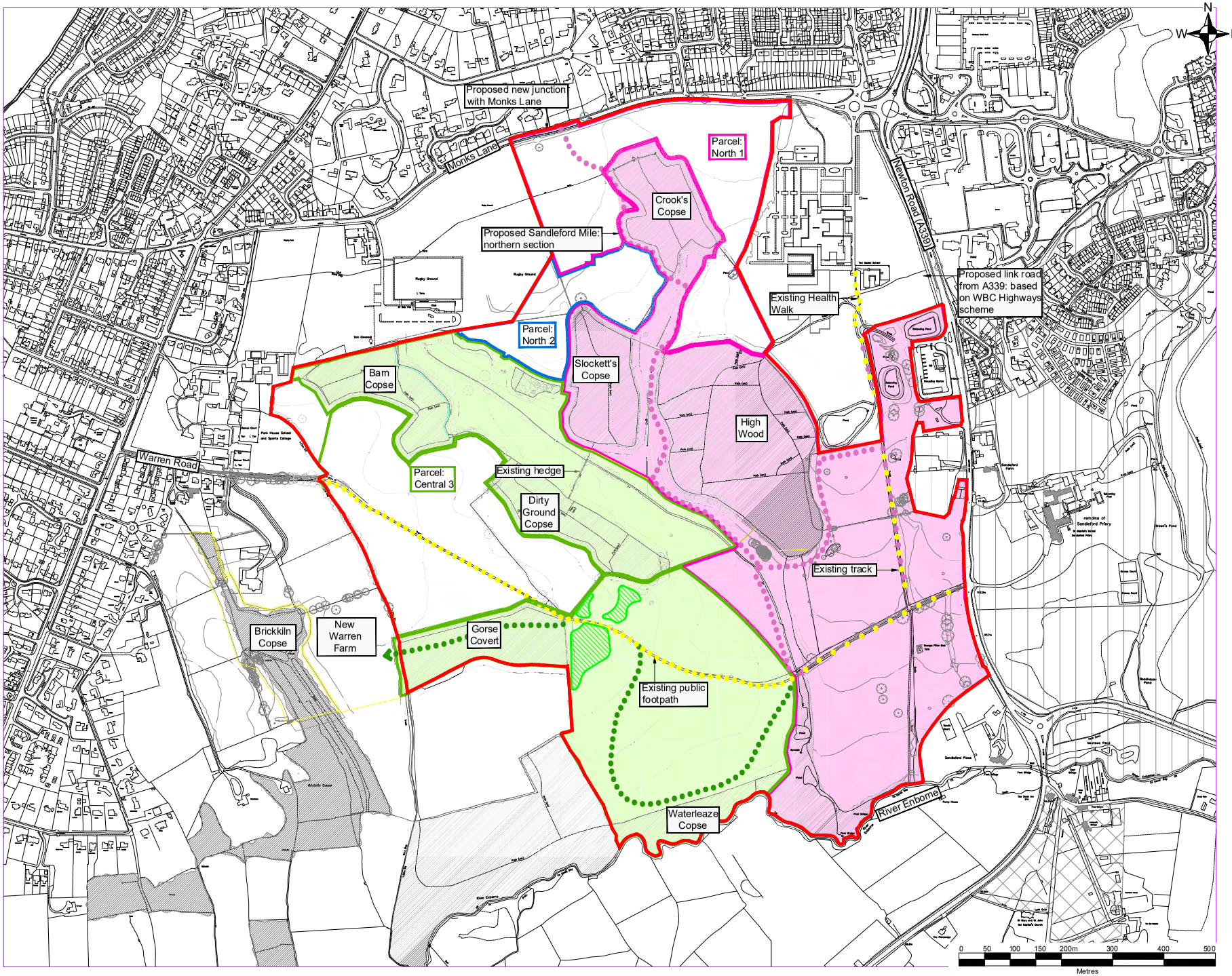
Drawing number 04627.00005.16.632.13

LEGEND
Application 3A redline
Proposed development footprint
Existing woodland to be retained.
Existing local wildlife sites (LWS) to be retained
Existing ancient woodland to be retained (Note 2)
Existing trees to be retained
Existing trees to be removed
Proposed structure and woodland planting
Proposed advanced structure and woodland planting
Proposed tree planting reflecting historic vegetation pattern
Proposed community orchard planting
Existing hedges to be retained
Existing hedges to be removed
New or reinforced hedge planting
Existing watercourse
Existing attenuation pond dry / wet
Proposed SuDS attenuation basin
Amenity grassland including informal kickabout / picnic areas
Meadow grassland
Wet meadow grassland
Informal route: e.g. mown grass path
Main footpath route: 2m wide unsealed surface
Existing track / footpath to be retained.
Dedicated recreational route: 2m wide e.g. gravel/ bark (no dig construction)
Sandleford Mile
Foraging trail
Trim trail
Interpretation board / map of country park
NEAP / LEAP
Designated equipped play area
Natural play trail
Vantage points with seating
Dormouse crossing and Bat hopover
Main access route with avenue planting
Pedestrian access links
Scale 1:2500@A1
0 50 100 150 200 250m
© Getmapping plc
Note:
1) Gorse Covert and Brickkiln Copse are not designated ancient woodland.
2) Ancient woodland areas retained with 15m buffer.
Green Link
Monks Lane
CROOK'S COPSE
Newbury College
Newbury Rugby Football Club
Existing rugby pitch retained
Spine road
Crook's Copse Line
CONSENTED NEWBURY COLLEGE EXTENSION
LINK ROAD
Newbury Road (A339)
COUNTRY PARK: CENTRAL VALLEY
LEAP
Valley Crossing
COUNTRY PARK: NORTHERN VALLEY
HIGHWOOD COPSE PRIMARY SCHOOL SITE
BARN COPSE
SLOCKETT'S COPSE
Parkhouse School and Sports College: safeguarded expansion area
Potential machinery store / office for the Country Park
HIGH WOOD
Warren Road
Proposed key Green Corridor (minimum 8m, max 20m wide).
LEAP
DIRTY GROUND COPSE
St Gabriel's School
REPTILE RECEPTOR SITE
RETAINED MEW CORRIDOR
SANDLEFORD PRIORY
Car parking for country park
Existing Public Right of Way upgraded to shared footpath and cycle link: 3m width
NEAP
BRICKKILN COPSE
GORSE COVERT
Note 1
COUNTRY PARK: MEADOWS
REPTILE RECEPTOR SITE
REPTILE RECEPTOR SITE
WATERLEAZE COPSE
River Enborne
Sandleford Park, Newbury
Strategic Landscape and Green Infrastructure Plan
SLR
Figure 4.3
Scale
1:2500 @ A1
04627.00005.16.632.13

APPENDIX 7

Country Park Phasing Plan

Drawing number 04627.00005.16_306_15



LEGEND

- Outline planning application boundary (third application)
- Parkland East: delivered with development parcel 1
- Parkland West: delivered with development parcel 3
- Existing path/track
- Early public footpath network
- Early public footpath network
- Early / advanced planting: delivered on commencement with start of construction works on site

Figure 7.7

SLR

LANGFORD LO
109 PEMBROKE R
CLIFTON, BRIS
BS8
T: 01179 06
F: 01173 17
www.slrconsulting

SANDLEFORD PARK, NEWBURY

COUNTRY PARK: PHASING PLAN

04627.00005.16.306.15

Scale	Date
1:5000 @ A2	FEBRUARY 2018

APPENDIX 8

Highway Plans

Plan 172985_A_07.1 Monks Lane (Eastern Access)

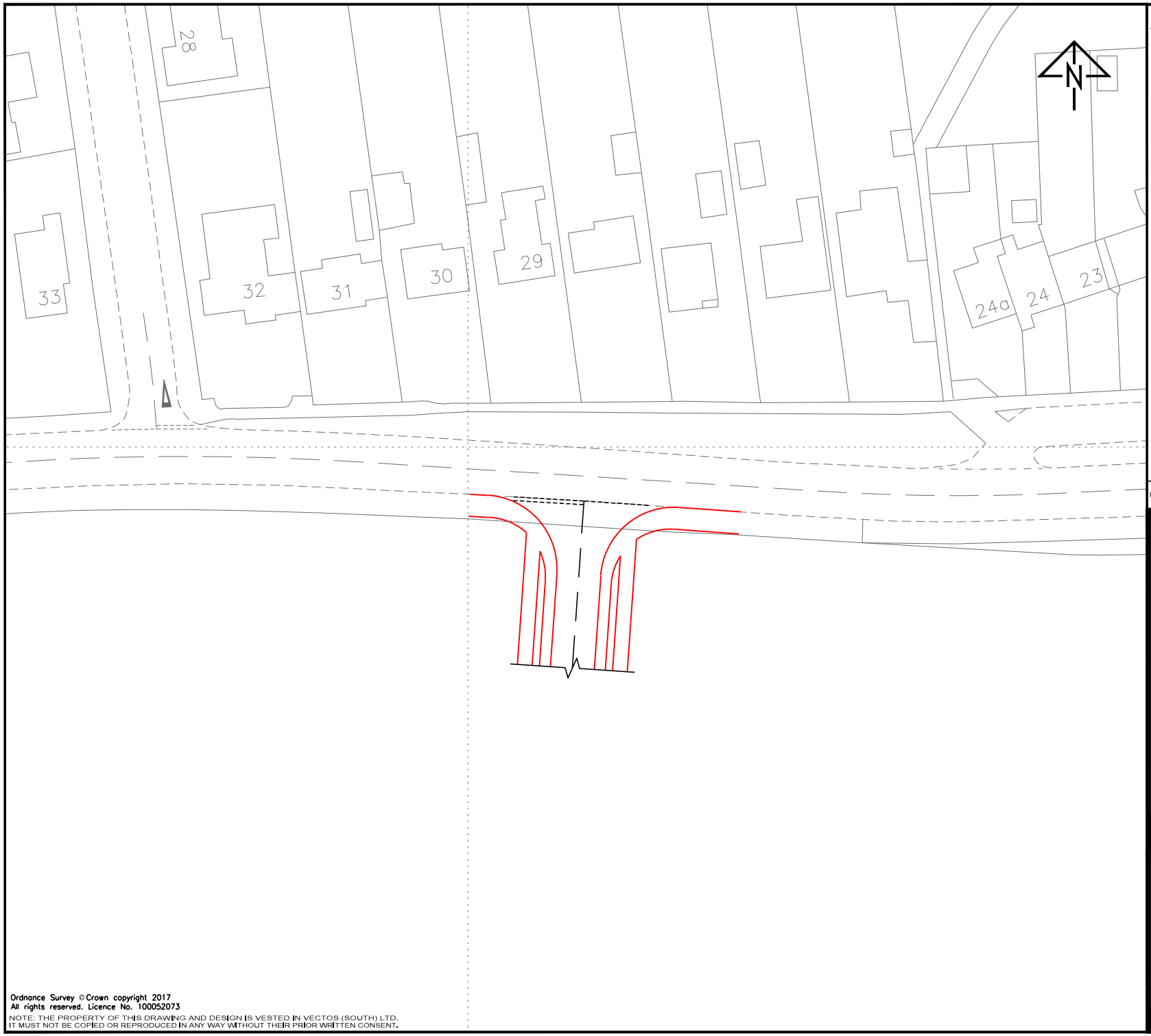
Plan 172985_A_08 Monks Lane (Western Access)

Drawing 172985_A_01 Rev C A339, Pinchington Lane and Monks Lane

Drawing 172985_A_12 A339/A343 St John's Roundabout

Drawing 172985/A/21 Revision A Rupert Road, Chandos Road and Wendan Road Pedestrian Improvements

Drawing number 4768-SK-100 Rev B A339 Access Link



Notes:

1. Drawing is subject to Section 278 Agreement

REV.	DETAILS	DRAWN	CHECKED	DATE
.	.	.	.	.

CLIENT:

Bloor Homes

PROJECT:

Sandleford Park
Newbury

DRAWING TITLE:

Eastern Site Access

SCALES:

1:500 at A3

DRAWN:	CHECKED:	DATE:
TF	ES	13.03.2018

vectos
transport planning specialists

Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER: 172985/A/07.1

REVISION: .

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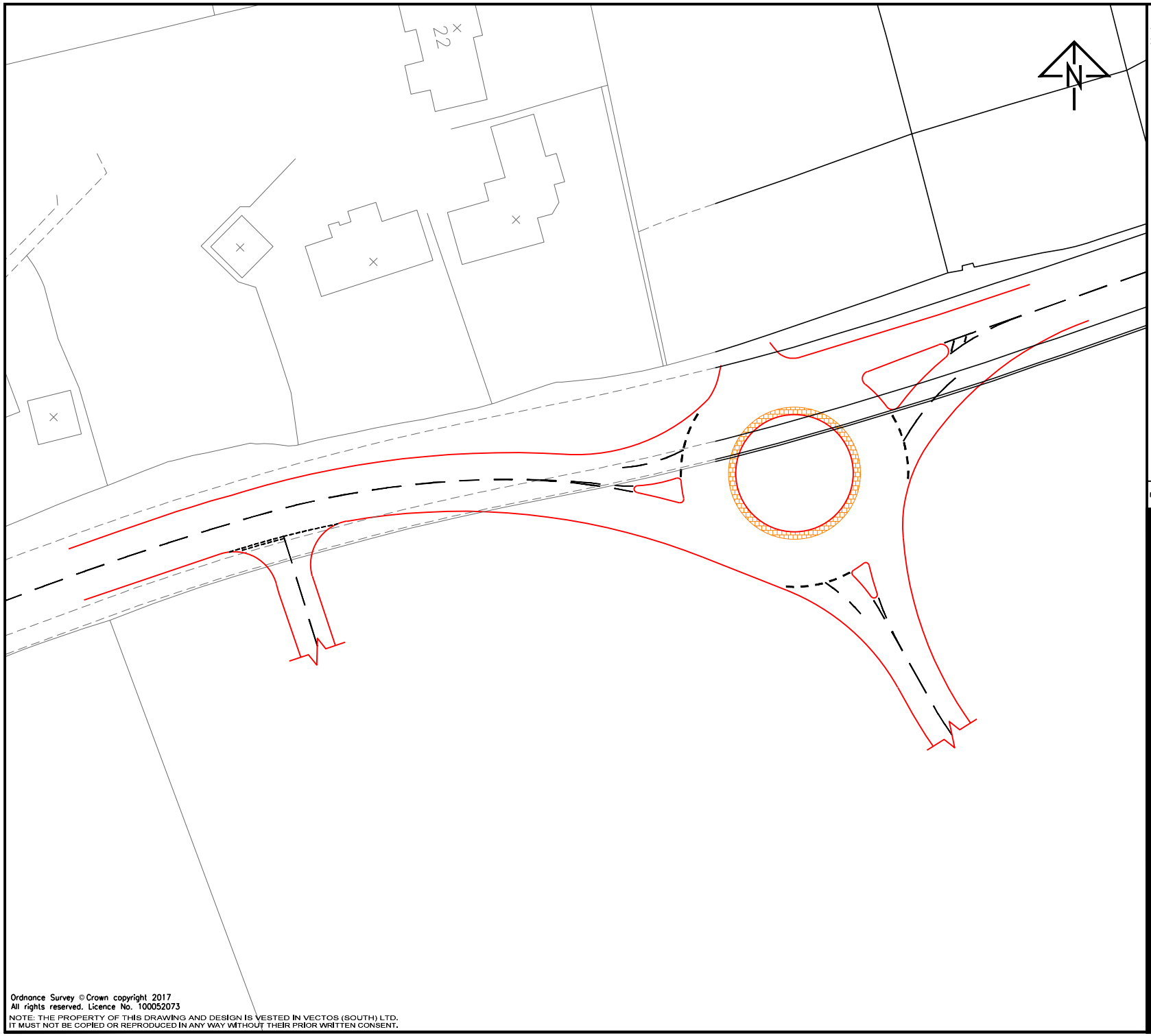

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Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.

REV.	DETAILS	DRAWN	CHECKED	DATE
.	.	.	.	.

CLIENT:

Bloor Homes

PROJECT:

Sandleford Park
Newbury

DRAWING TITLE:

Western Junction Access

SCALES:

1:500 at A3

DRAWN:	CHECKED:	DATE:
SC	AW	19/03/2018

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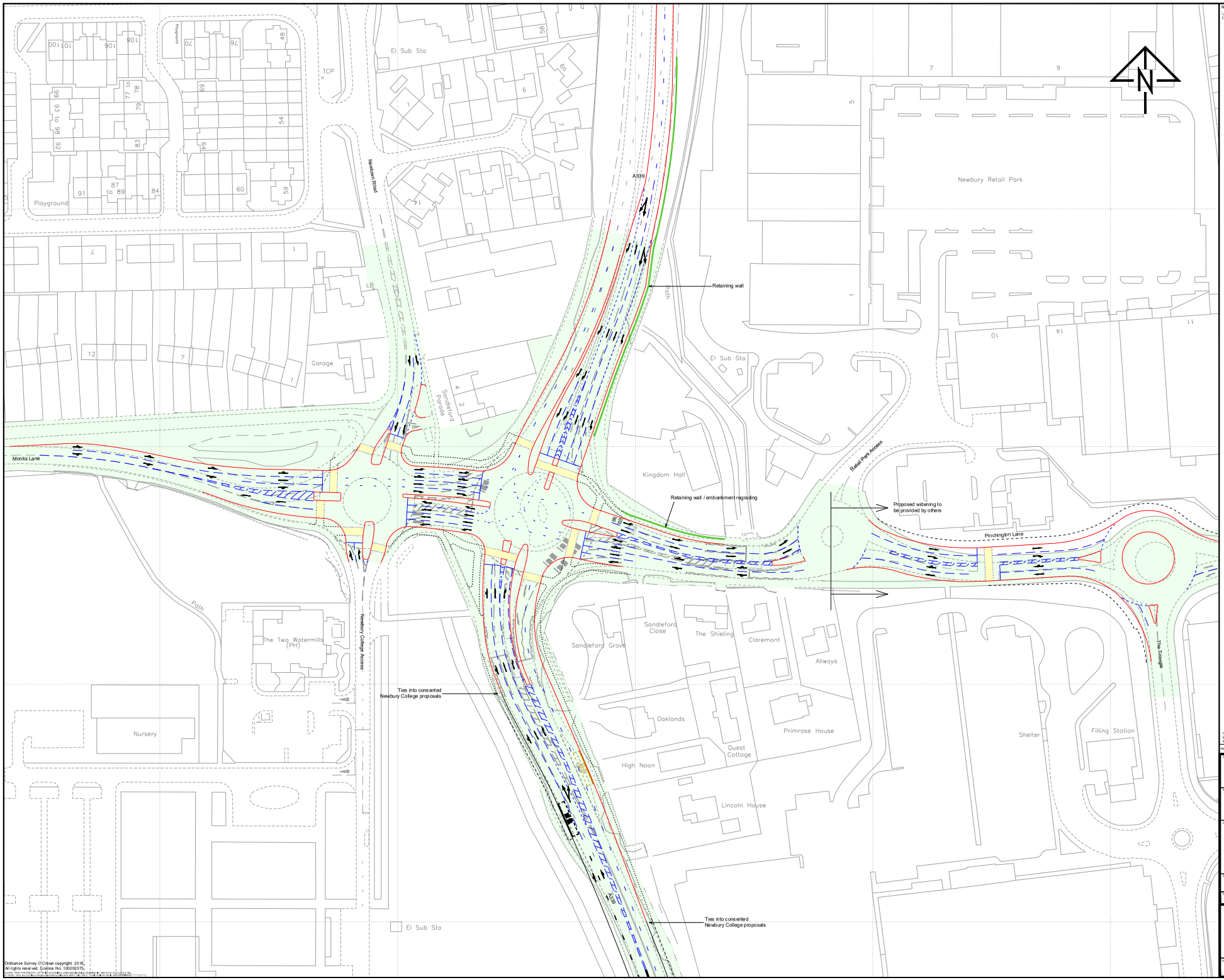
DRAWING NUMBER:	REVISION:
172985/A/08	.



Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
2. Whole layout is indicative only.

REV	DETAILS	DRAWN	CHECKED	DATE
C	Revisions following additional modelling.	DSN	AW	19/4/2018
B	Revisions following comments from WBC.	DSN	AH	12/2/2018
A	Junctions revised following initial comments from WBC.	DSN	KH	11/12/2017

CLIENT:
Bloor Homes

PROJECT:
SANDLEFORD PARK
NEWBURY

DRAWING TITLE:
A339 / Pinchington Lane / Monks Lane Junction
Possible Signalisation Scheme

SCALES:
1:500 at A0

DRAWN: DSN | CHECKED: . | DATE: 27.10.2017

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Network Building, 97 Tottenham Court Road, London W1T 4TP
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DRAWING NUMBER: 172985/A/01 | REVISION: C

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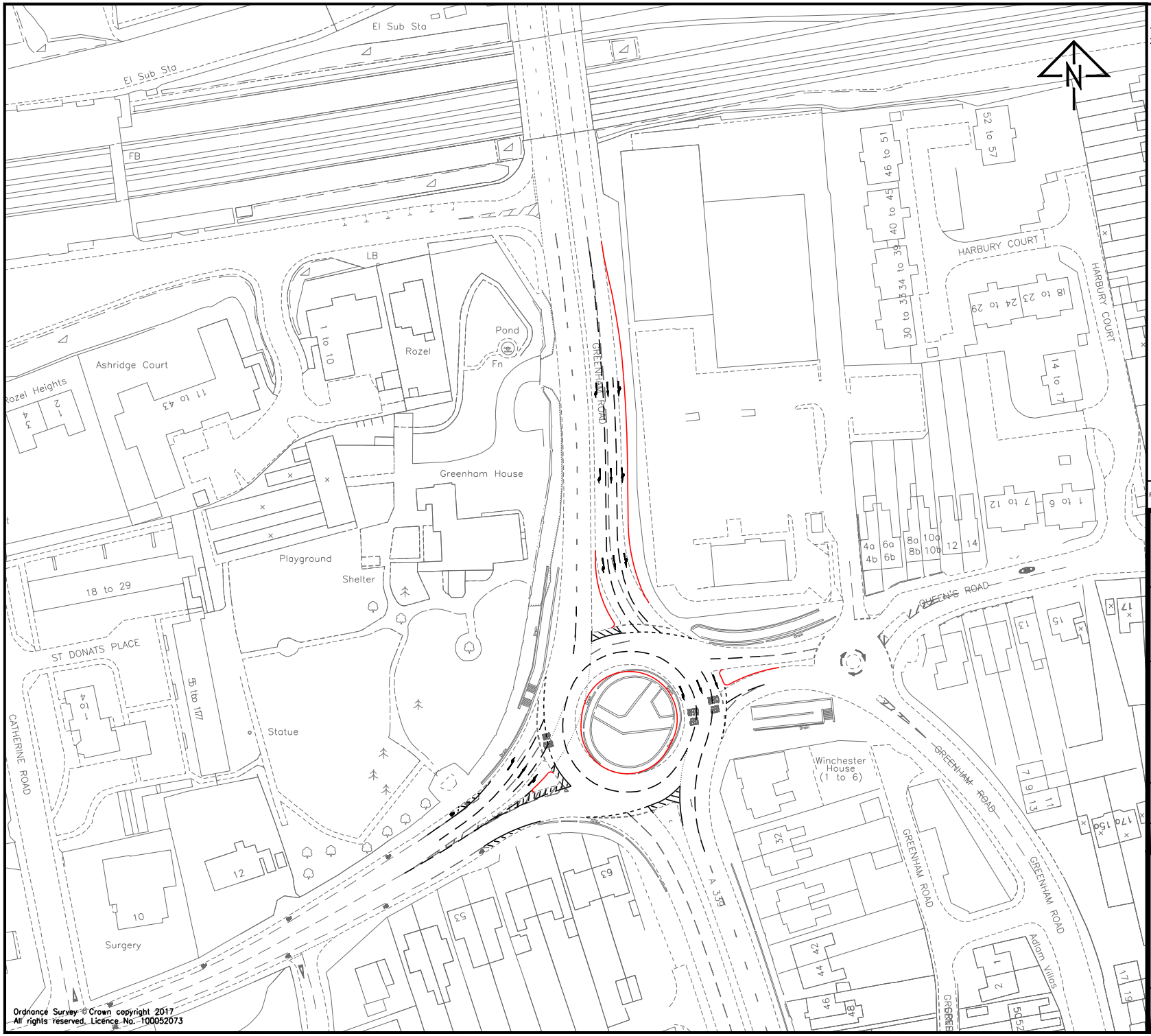

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Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.

REV.	DETAILS	DRAWN	CHECKED	DATE
.	.	.	.	.

CLIENT:

Bloor Homes

PROJECT:

Sandleford Park
Newbury

DRAWING TITLE:

Proposed Capacity Improvements
A339 / A343 Roundabout

SCALES:

1:1000 at A3

DRAWN:	CHECKED:	DATE:
JM	AW	21.06.2019

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t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER: 172985/A/12

REVISION: -

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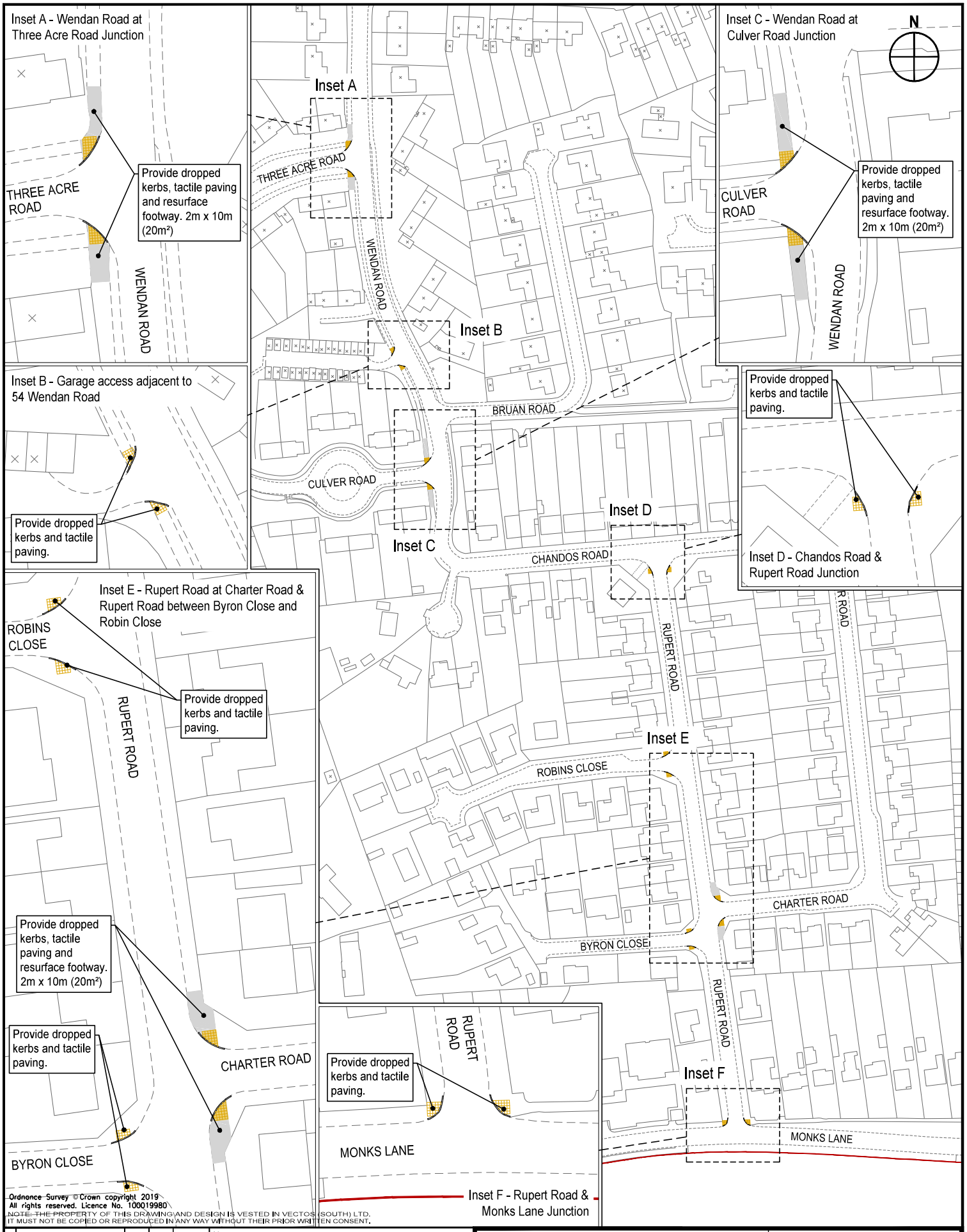

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REV.	DETAILS	DRAWN	CHECKED	DATE
A	Pedestrian crossings added	JB	AW	23.04.2021

Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. For further detail on proposed off-site highway improvements refer to Vectos report: Pedestrian Accessibility & Audit Survey

Key
- Proposed footway resurfacing
- Proposed tactile paving
- Proposed dropped & transition kerb
- Red line boundary

Sandleford Park Newbury

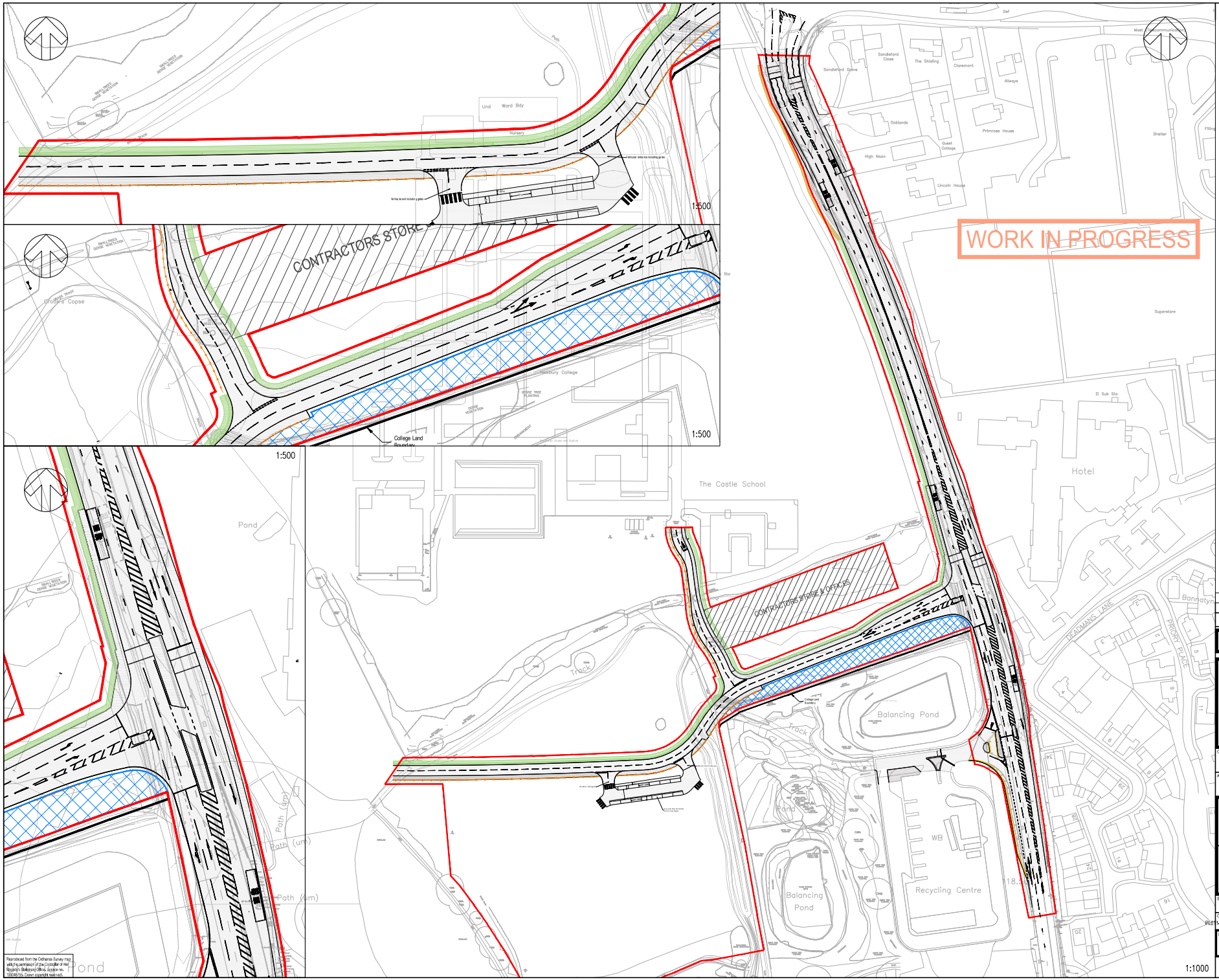
Bloor Homes

Proposed Off-Site Highway Improvements to Suit Pedestrian Accessibility & Audit Survey

vectos.

Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWN:	CHECKED:	DATE:	SCALES:	DRAWING NUMBER:	REVISION:
JB	AW	23.03.2021	NTS & 1:500 at A3	172985/A/21	A



DO NOT SCALE

REV	DATE	BY	DESCRIPTION	CHK	APR
B	30/11/2017	AMS	DESIGN AMENDMENTS - CLIENT'S COMMENTS	FL	SY
A	16/11/2017	AMS	FIRST ISSUE	FL	SY

DRAWING STATUS: FOR INFORMATION ONLY

wsp
Regus House, Southampton International Business Park
George Curl Way, Southampton, Hampshire, SO18 2RZ
Tel: +44 (0)2380 302529 Fax: +44 (0)2380 302001
www.wsp.com

CLIENT: West Berkshire Council

ARCHITECT: -

PROJECT: A339 Sandleford, Newbury

TITLE: General Arrangement Plan

SCALE @ A1:	CHECKED:	APPROVED:
AS SHOW	FL	SB

CAD FILE:	DESIGN-DRAWN:	DATE:
PL011-27599-010 ROAD LAYOUT - REV C	AMS	September 2017

PROJECT No:	DRAWING No:	REV:
70034768	4768-SK-100	B

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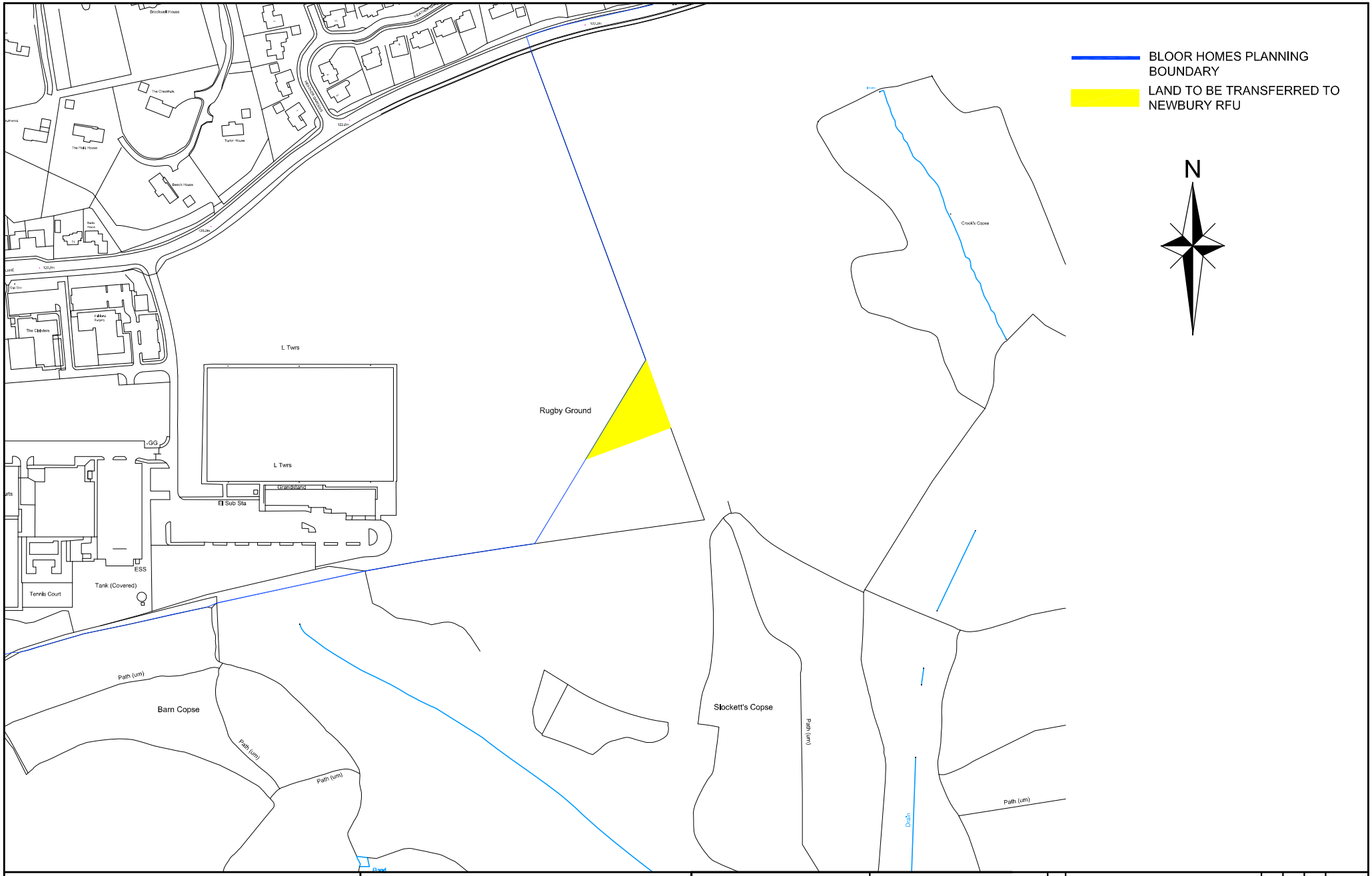
X:\PROJECTS\170000\172985 - SANDLEFORD PARK\INCOMING\WEST BERKSHIRE COUNCIL\2018-01-23 - A339-NEW COLLEGE ACCESS JUNCTION\PL011-27599-010 ROAD LAYOUT - REV C.DWG 24/01/2018 09:36:59 David Noyce

APPENDIX 9

Triangle Land

Drawing number SOXX-CP-004



BLOOR HOMES

Bloor Homes Southern
River View House, First Avenue, Newbury
Business Park, London Road, Newbury,
Berkshire, RG14 2PS

Telephone: 01635 31555
Web: www.BloorHomes.com

Job Title	SANDLEFORD PARK NEWBURY	Scale	1:1250 @ A3
		Date	MAY 2021
Drawing Title	LAND TO BE TRANSFERRED TO NEWBURY RFU - Option 2	Drawn	BG
		Checked	BG
		Job No	SOXXX
		Drawing No	SOXXX-CP-004
		Rev	-

Rev	Amendments	Drn	Chk	App	Date

APPENDIX 10

Deed of Covenant (Council)

Dated 2021

WEST BERKSHIRE DISTRICT COUNCIL (1)

TO

[redacted]

AND

SKILLDRAW LIMITED (3)

AND

BLOOR HOMES LIMITED (4)

DRAFT

DEED OF COVENANT

Sandleford Park, Newbury

DATE **2021**

THIS DEED OF COVENANT is given by

(1) **WEST BERKSHIRE DISTRICT COUNCIL** of Council Offices, Market Street, Newbury, Berkshire RG14 5LD (the **"Council"**)

TO

(2) [redacted]

(3) **SKILLDRAW LIMITED** (company number 04010455) whose registered office is situated at c/o Cooke & Arkwright, 10 Bridgend Business Centre, Bennett Street, Bridgend, Wales, CF31 3SH ("**Skilldraw"**)

the Partnership and Skilldraw together being **"the Owners"** and

(4) **BLOOR HOMES LIMITED** (company number 02162561) whose registered office is situated at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP (the **"Developer"**)

1 INTRODUCTION

1.1 This Deed is supplemental to the Unilateral Undertaking.

1.2 The obligations given by the Owners and the Developer in the Unilateral Undertaking are conditional upon the Council giving the commitments in this Deed.

1.3 This Deed is entered into by the Council in favour of the Owners and the Developer.

2 DEFINITIONS

In this Deed the following expressions shall have the following meanings:

DRAFT

Act	means the Town and Country Planning Act 1990;
Appeal	means the appeal reference number APP/W0340/W/20/3265460 submitted to the Secretary of State by the Developer and the Partnership against the refusal of the Application by the Council;
Application	means the application for planning permission submitted to the Council and allocated reference 18/00764/OUTMAJ;
Commencement	has the meaning given to it by clause [3.7] of the Unilateral Undertaking;
the Contributions	means the contributions required to be paid to the Council pursuant to the Unilateral Undertaking;
Planning Permission	means the planning permission granted pursuant to the Appeal and including any variation pursuant to Section 73 of the Act and non-material amendment to such planning permission under Section 96A of the Act;
Unilateral Undertaking	mean the undertaking by deed dated [ ] 2021 given by the Owners and the Developer to the Council to secure the planning obligations set out in therein.

DRAFT

3 INTERPRETATION

3.1 Terms used in this Deed which are not defined shall have the same meaning as that defined in the Unilateral Undertaking.

3.2 Save where this Deed specifies otherwise or where the context so requires the singular includes the plural and vice versa and references in this Deed to the Owners and the Developer shall include the successors in title to that party's interest in the Site or part thereof.

3.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

3.4 Where in this Deed reference is made to any clause, paragraph, schedule, plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital in this Deed or (in the case of the plan) attached to this Deed.

3.5 The titles and headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

3.6 Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person.

3.7 All references in this Deed to statutes, statutory instruments, regulations and other legislation shall include their successor amended or replacement provision.

3.8 All references in this Deed to a particular title of offices or posts at the Council shall include successor or replacement offices or posts.

4 LEGAL BASIS

4.1 This Deed is made pursuant to section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972.

5 CONDITIONALITY

5.1 This Deed shall have effect on the date hereof.

6 THE COUNCIL'S COVENANTS

<u>Contributions</u>

6.1 The Council covenants with the Owners and the Developer that:

(a) upon receipt of any of the Contributions payable pursuant to the Unilateral Undertaking, the Council shall only use and apply the same for the purposes set out in the Unilateral Undertaking;

(b) on receipt of each Contribution, the Council shall pay the same into an interest bearing bank account;

(c) within 28 days of receipt of written request from the Owners or the Developer, the Council shall provide to the Owners and the Developer a written statement setting out the amount of each Contribution which has been expended or committed as at the date of the written request;

DRAFT

(d) if, after a period of 10 years from the date of payment of each Contribution or part thereof, the Council has not spent or entered into a binding commitment to spend that Contribution for the purpose specified in the Unilateral Undertaking, the Council shall repay the unexpended balance of the relevant Contribution plus accrued interest to the party who paid it.

Agreements, approvals and consents

6.2 The Council covenants with the Owners and the Developer not to unreasonably withhold or delay any agreement, approval or consent required to be given by it pursuant to the Unilateral Undertaking.

Disputes

6.3 The Council covenants with the Owners and the Developer that in the event of any dispute relating to any matter arising from the Unilateral Undertaking clause [18] shall apply.

7 MISCELLANEOUS

7.1 Insofar as any clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity legality or enforceability of the remaining provisions of this Deed.

7.2 This Deed shall cease to have effect (except insofar only as it has already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to Commencement.

7.3 No waiver (whether express or implied) by the Owners and/or the Developer (whether together or individually) of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Owners and/or the Developer (or any of them) from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default.

7.4 Nothing in this Deed shall prejudice the exercise of any statutory power duty or discretion by the Council.

8 JURISDICTION

This Deed is governed by and shall be interpreted in accordance with the law of England.

9 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

10 EXPERT DETERMINATION

10.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed (other than the sum of any Contribution) such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

DRAFT

10.2 In the absence of agreement as the appointment or suitability of the person to be appointed pursuant to clause 10.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision in respect of such appointment, suitability or appropriateness as the case may be shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

10.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 days after the conclusion of the hearing that takes place or 28 days after he has received any file or written representation.

10.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting materials and the other party will be entitled to make a written counter submission within a further ten days.

IN WITNESS WHEREOF the Council has executed this Deed as a deed the day and year before written

EXECUTED AS A DEED by

WEST BERKSHIRE COUNCIL

acting by:

Authorised Signatory: ……..……

DRAFT

APPENDIX 11

Specification for Primary School Site North and Secondary School Site

In respect of the Primary School Site North, the document entitled 'Site and Survey Requirements for New Schools v1.1' and in respect of the Secondary School Site, the document entitled 'Park House School Expansion Land (29.4.21)

Site and Survey Requirements for New Schools v1.1

Criteria for a suitable and successful school location

Set out below are established criteria which should be adhered for any new school being built or provision of land for education purposes.

a) The site is required be in the heart of the community, encouraging walking or other environmentally friendly means of pupils going to and from school (e.g. providing access to public transport, cycle routes and safe routes to school – i.e. pupils do not have to cross a major road). Proximity to other local community facilities (which pupils can visit as part of their learning and development) and associated parking areas (separate from staff car parking) are vital.

b) School security is important. For example, a school in a remote area is more vulnerable because it is not overlooked by neighbours.

c) Ensure the size of the overall site is dependent on number/age range of pupils given for each individual school (in line with the latest size guidance from the DfE) and any additional specially resourced or community facilities required. The site is required to also be capable of temporary expansion to accommodate any peaks in pupil numbers.

d) Boundaries are required to be regular shape to ensure all space is useable for the school, otherwise a larger site will need to be provided.

e) Satisfactory road frontage will be provided compatible with the requirement for good "sight lines" to road access. Careful consideration should be given when designing the main entrances to the school and the likely congestion at peak times – in particular the safe pick up and drop off of pupils. Any set down-pick up parking area, which may be required as part of the brief, is not included in the school site area.

f) Contours and undulations on the site will vary according to the topography of the area. A level site is required in order to minimise any requirement for earth shaping in order to accommodate buildings and playing fields (earth shaping would be the responsibility of the developer and would be required before handover of site).

g) Prior to transference to WBC the developer is required to ensure the site is fully serviced (i.e. gas, water, electric, waste, etc) to the boundary and an unobstructed access road for construction purposes is to be made available by the developer to the site boundary.

h) It is required that sub-soil will be suitable for normal building loads i.e. for a primary school this would be a building of one to two storeys and for a secondary school this would be a building of one to three storeys.

i) The developer will be responsible for removing any encumbrances such as buildings, soil stockpiles, overhead lines and invasive flora and fauna species prior to the site transference to WBC. Sites should be free from building constraints such as contamination, pipelines, brooks, pylons, sewers, mines, trees with preservation orders, landfill sites, rights of way, unexploded ordnance, asbestos, areas of archaeological interest, restrictive covenants or easements.

j) The site will not be liable to flooding.

k) Sites will not be adversely affected by noise (e.g. traffic from major roads).

l) The site size as dictated by DfE guidelines and will not be impacted upon by features to service the rest of the development e.g. the road network, residential or community parking, utility services such as sub-stations.

Survey Requirement

The following surveys are required to be undertaken by the developer to ascertain the suitability of any proposed site for the building of new school buildings or laying out of external areas:

- Topographical Survey, including below surface scanning of existing services
- Ground Condition Survey
- Measured survey of boundaries, land sqm and acreage
- Ecological Survey
- Arboricultural Survey
- Flood Risk Assessment
- Archaeological
- Site contamination
- Acoustic
- Others such as can be reasonably said to apply

All surveys should meet the British Standard or a reasonable substitute as agreed with WBC.

The developer would be responsible for fully mitigating any issues resulting from the surveys. Subject to agreement at the time the mitigation of any issues could be by either a financial contribution to WBC or by the applicant undertaking the mitigation

works. Mitigation would be required prior to the transference of the land to WBC.

APPENDIX 12

Triangle Land Transfer

Land Registry

Transfer of part of registered title(s)

TP1

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred:
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.	3	Property:
Place "X" in the appropriate box and complete the statement.		The property is identified
For example 'edged red'.		[x] on the attached Plan 1 and shown: edged [red][1]
For example 'edged and numbered 1 in blue'.		[ ] on the title plan(s) of the above titles and shown:
Any plan lodged must be signed by the transferor.		
	4	Date:
Give full name(s).	5	Transferor:
Complete as appropriate where the transferor is a company.		<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Give full name(s).	6	Transferee for entry in the register:
Complete as appropriate where the transferee is a company. Also, for		<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

Draft

[1] Plan to be agreed prior to completion

an overseas company, unless an arrangement with 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 Land Registration Rules 2003.

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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.

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

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.

9 Consideration

[X] The transferor has received from the transferee for the property the following sum (in words and figures): one pound (£1.00)

[ ] The transfer is not for money or anything that has a monetary value

[ ] Insert other receipt as appropriate: The Transfer is made pursuant to obligations contained in a s106 Agreement dated [ ] made between [ ] and [ ]

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

[x] full title guarantee

[ ] limited title guarantee

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

11 Declaration of trust. The transferee is more than one person and

[ ] they are to hold the property on trust for themselves as joint tenants

[ ] they are to hold the property on trust for themselves as tenants in common in equal shares

Draft

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.

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

☐ they are to hold the property on trust:

12 Additional provisions

1.1 In this Transfer:

"**Cycleways**" means the cycleways constructed or to be constructed from time to time across the Retained Land;

"**Estate**" means the retained land shown edged [ ] on Plan 2 which is registered at the Land Registry under title number/s [ ] and a reference to the Estate is to the whole or a part of it as the context requires;

"**Estate Roads**" means the estate roads constructed or to be constructed across the Retained Land from time to time (or the route of any such estate roads);

"Estate Service Media" means any Service Media which provides Services to the Property and other parts of the Retained Land including the Relevant Service Media and any Service Media which may in the future be laid in, over or under the Retained Land and which is capable of serving the Property exclusively or together with other property;

"**Pathways**" means the footpaths and any bridleways constructed or to be constructed across the Retained Land from time to time;

"**Pathways/Cycleway Access**" means a crossing for pedestrians and/or cyclists;

"**Permitted Use**" means for use of the Property as sports and playing fields;

"**Plan [ ]**" means the plan identified as "Plan [ ]" attached to this Transfer;

"**Plan [ ]**" means the plan identified as "Plan [ ]" attached to this Transfer;

["Plan [ ]" means the plan identified as "Plan 3" attached to this Transfer;]

"**Relevant Service Media**" means the Service Media laid pursuant to the obligations in [ ] of the Section 106 Agreement as Service Media intended to be connected to the Property [(the approximate position of which is shown on Plan 3)];

"Retained Land" means the land shown [xxx] on Plan [x];

"**Section 106 Agreement**" means the Agreement made pursuant to Section 106 of the Town & Country Planning Act 1990 dated [ ] and made between [ ] and [ ];

"**Services**" means water, gas, electricity, telecommunications, surface water drainage, foul drainage, fuel, oil and other similar services;

Draft

"**Service Media**" means the sewers, drains, watercourses, pipes, cables, wires channels, conduits, flues, gutters, gullies, ducts, shafts and mains (or any of them) and all other media used for the passage of Services;

"**Vehicular Crossing**" means a crossing for vehicles including all necessary kerbs, sight lines and vision splays

1.2 The expressions "Transferor" and "Transferee" shall include the successors in title of the Transferor (to all or any part of the Retained Land) and of the Transferee (to all or any part of the Property) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally.

1.3 Any covenant by the Transferor or Transferee not to do something includes an obligation not (so far as it is within the control of the Transferor or the Transferee) to allow or permit that thing to be done.

1.4 The clause and schedule headings are for ease of reference only and are not to be taken into account when construing this document.

2 The Property is transferred:

2.1 for the benefit of the Property and each and every part of it, with the benefit of the rights set out in Schedule 1 in favour of the Transferee and its successors in title and all those authorised by it; and

2.2 with the rights and other matters excepted and reserved in favour of the Transferor and its successors in title and all those authorised by it as set out in Schedule 2.

3 The Transferor covenants with the Transferee as set out in Schedule 3 so as to bind itself and to the intent that the benefit thereof shall be annexed to and run with each and every part of the Property.

4 The Transferee covenants with the Transferor as set out in Schedule 4 so as to bind itself and its successors in title and to the intent that the burden of such covenants shall run with and bind the Property and each and every part of it into whosoever hands the same may come and to the intent that the benefit thereof shall be annexed to and run with each and every part of the Retained Land.

5 The parties declare that:

5.1 the provisions of Section 62 of the Law of Property Act 1925 shall not be implied herein; and

5.2 no easement or other such right for the enjoyment of the Property over the Retained Land and/or the Property is created otherwise than by express grant in this Transfer.

6 The parties further agree and declare that:

Draft

6.1 a person includes a corporate or unincorporated body (whether or not having separate legal personality);

6.2 unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;

6.3 a reference to a 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;

6.4 reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision;

6.5 clause headings shall not affect the interpretation of this Transfer;

6.6 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;

6.7 unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999;

6.8 the parties may vary this Transfer without the consent of a third party to whom an express right to enforce any of its terms has been provided;

6.9 nothing contained or implied in this Transfer shall prejudice or affect the Transferee's rights powers duties or obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Transferee under all or any public and private statutes bylaws orders and regulations and otherwise which may be as fully and effectually exercised by the Transferee in relation to the Property as if the Transferee were not a party to this Transfer AND further that nothing herein contained or implied shall oblige the Transferee to do anything which would put it in breach of its statutory obligations;

6.10 the Transferor's obligations and liability as "the Owner" under the Section 106 Agreement shall not be prejudiced by anything contained, mentioned or referred to in this Transfer and the Transferor's obligations and liability under the Section 106 Agreement remain in full force and effect insofar as they are not completed in accordance with this deed.

7 It is hereby agreed that the Transferee shall be responsible for any boundaries marked on Plan 1 with an inward facing "T".

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

Schedule 1
(Rights granted)

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1 The right of support, shelter, protection, as enjoyed by the Property from the Retained Land at the date of this Transfer.

2 Pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes to pass and repass with or without vehicles over and along the Estate Roads which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land and in any event at all times and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use the right of vehicular and pedestrian access to and egress from the Property to and from the nearest adopted highway maintainable at public expense PROVIDED THAT during the construction works on the Property the Transferee and all those authorised by it will exercise this right in such a way that minimises disruption in so far as is reasonably practicable to any occupiers of the Estate and in so far as reasonably practicable limits the use of the Estate Roads by construction traffic to normal business hours.

3 Pending adoption the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use to pass and repass on foot only over the Pathways which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land.

4 Pending adoption, the right in common with the Transferor and all others so entitled for the Transferee and all persons authorised by it at any time and for all purposes connected with access to and egress from the Property in accordance with the Permitted Use to pass and repass on bicycle only over the Cycleways which are in existence at the date hereof or which are constructed in the future and which are intended to serve the Property either exclusively or in common with other land.

5 The Transferee is to keep the Transferor and all persons deriving title under it indemnified against all claims, liability and costs sustained or incurred in the exercise of the rights.

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

Schedule 2
(Rights reserved)

The following rights are reserved to the Retained Land and each and every part of it for the benefit of the Transferor:

1 The right of support shelter and protection as enjoyed by the Retained Land from the Property at the date of this Transfer.

2 The right of free and uninterrupted passage of the Services from and to any part of the Retained Land through the Service Media which now are or may at any time following the date of this Transfer be in, on or under the Property.

3 The right to connect to the Estate Service Media located on the Property.

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4 The right at all reasonable times and upon at least 24 (twenty four) hours' prior written notice to the Transferee (save in case of emergency when no notice is required), to enter those unbuilt parts of the Property as necessary with or without agents, professional advisers, workmen and equipment to:

4.1 inspect maintain repair and (if necessary) renew upgrade and replace and relocate any Estate Service Media serving the Retained Land;

4.2 carry out any necessary inspection, works of repair replacement installation or maintenance to buildings, unbuilt parts and boundaries which may at the date hereof or in the future be on the Retained Land where the works concerned cannot otherwise reasonably be done without such access; and

4.3 lay under land which is neither built upon nor intended to be built upon and does not form the curtilage of any structural building or intended structural building new Service Media capable of serving the Retained Land the route of any such new Service Media and the point and manner of connection to any such existing Estate Service Media having first been approved in writing by the Transferee (such approval not to be unreasonably withheld or delayed).

5 The right to repair maintain renew and replace the Service Media referred to in paragraph 2 to serve the Estate.

6 The right of entry upon such unbuilt parts of the Property as are reasonably necessary for the purpose of laying, installing or connecting to Service Media in positions agreed in advance with the Transferor (such agreement not to be unreasonably withheld or delayed).

7 The right to alter develop and redevelop the Retained Land notwithstanding any interference with rights to light and/or air which are enjoyed by the Property.

Include words of covenant.

Schedule 3
(Transferor's covenants)

1 Taking into account the requirements of any planning permission benefitting the Retained Land, to construct, or procure the construction of, Estate Roads and Pathways to the boundaries of the Property capable of serving the Property for its Permitted Use.

2 In relation to any Estate Roads Pathways and Cycleways which are intended to be publically adopted and which serve the Property to maintain all such Estate Roads Pathways and Cycleways to adoptable standards until they have been adopted and are maintainable at the public expense.

3 In relation to any Estate Road and Pathways Cycleways that serve the Property but are not intended to be publically adopted to procure that all such Estate Roads Pathways and Cycleways are maintained to reasonable standards.

Schedule 4

(Transferee's covenants)

1 The Transferee covenants with the Transferor not to do or cause or permit to be done on the Property anything which may become or cause a statutory nuisance, injury or physical damage to any person or property or cause

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unreasonable interference with the reasonable and proper enjoyment of the Estate.

2 The Transferee covenants with the Transferor not at any time hereafter carry on or permit or suffer to be carried on upon the Property or any part or parts of it or in any buildings or erections for the time being on it or any part of it any trade or business which is noxious or offensive.

3 The Transferee covenants with the Transferor not to use or allow the Property to be used for any use other than the Permitted Use.

4 The Transferee covenants with the Transferor to indemnify the Transferor its agents contractors employees licensees and successors in title against all proceedings liabilities costs claims and demands resulting from non-performance or non-observance by the Transferee its agents contractors employees and licensees of the terms of the Section 106 Agreement insofar as the provisions relate to the Property and they remain to be observed or performed.

5 The Transferee covenants with the Transferor to promptly upon reasonable request enter into any necessary agreements, deeds and/or leases for the use, adoption or dedication of any Services in the Triangle Land (and to procure that any mortgagee or tenant does likewise).

6 The Transferee covenants with the Transferor that if use of the Property or any part of it does not commence use within 3 years of the date of this Transfer the Transferee shall immediately transfer the Property or that part thereof to the Transferor for a consideration of £1.

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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.

13 Execution

EXECUTED as a deed by [ ]

acting by its Attorneys

_____

(Attorney Name)

……..

(Attorney Signature)

in the presence of :

Witness Signature

Name ……..

Address ……

……

Occupation…….

_____

(Attorney Name)

…….

(Attorney Signature)

in the presence of :

Witness Signature

Name ……..

Address ……

……

Occupation…….

Executed as a deed by affixing the)
COMMON SEAL of **[ ]**)
in the presence of:)

Authorised Signatory

Draft

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.

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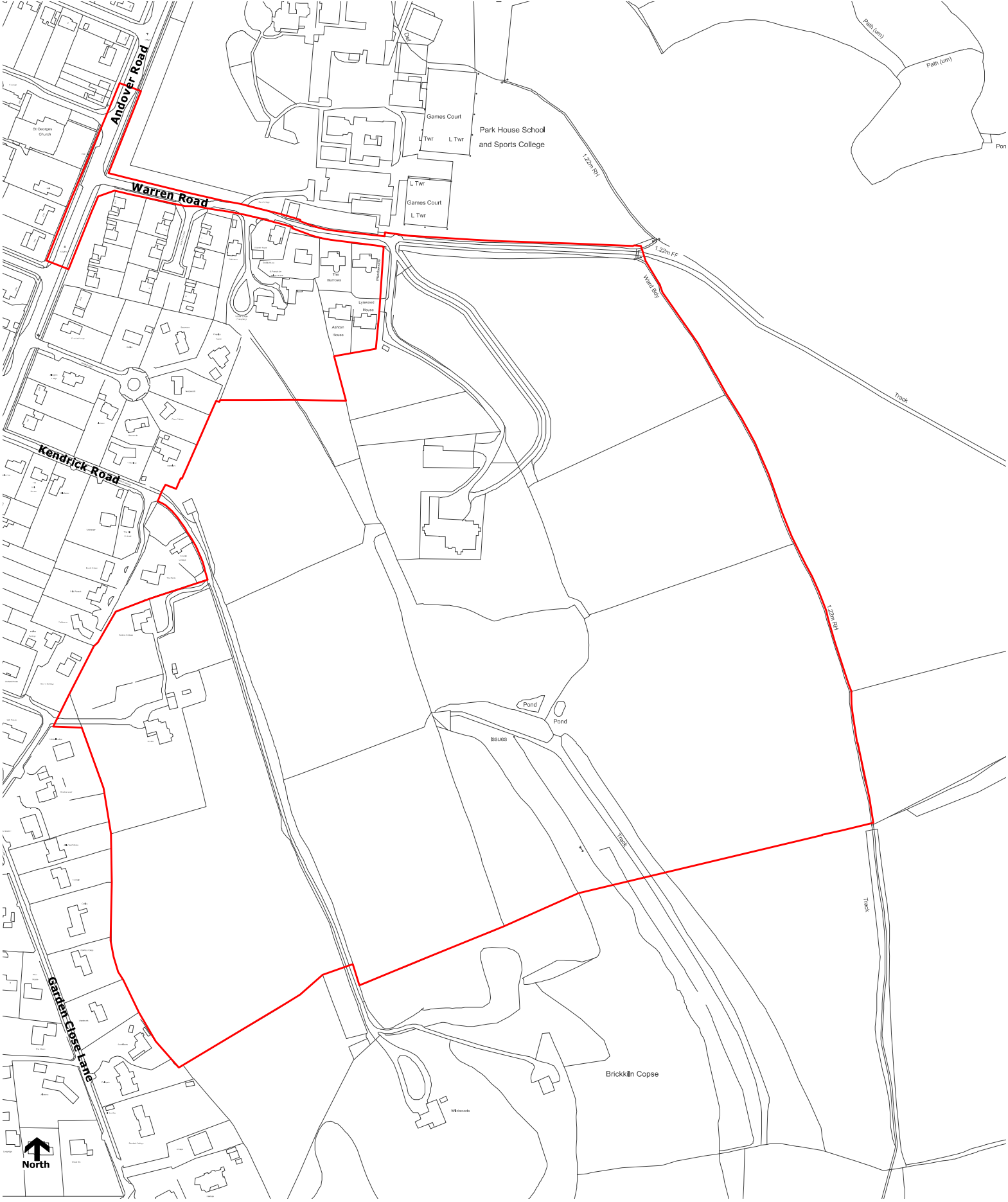
APPENDIX 13

Sandleford Park West

Drawing number SLP-01



REVISIONS

REV	AMENDMENTS	BY	DATE

KEY

Site Location

Donnington New Homes

New Warren Farm, Newbury

Site Location Plan

DATE: 20.03.2018 SCALE: 1: 2500 @ A3

DRAWN BY / REVIEWED BY: VMc / JG

PROJECT NO:	DRAWING NO:	REVISION:
A090455	SLP-01	-

WYG Group
creative minds safe hands

WYG
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Email: info@wyg.com www.wyg.com

1. DO NOT SCALE FROM THIS DRAWING
2. THIS DRAWING IS TO BE CHECKED WITH ALL OTHER RELEVANT DRAWINGS.
3. ANY DISCREPANCIES CHECK WITH WYG, IF IN DOUBT ASK.
4. DRAWING TO BE USED FOR PURPOSES OF THE ISSUE AND NOTED ON PLAN

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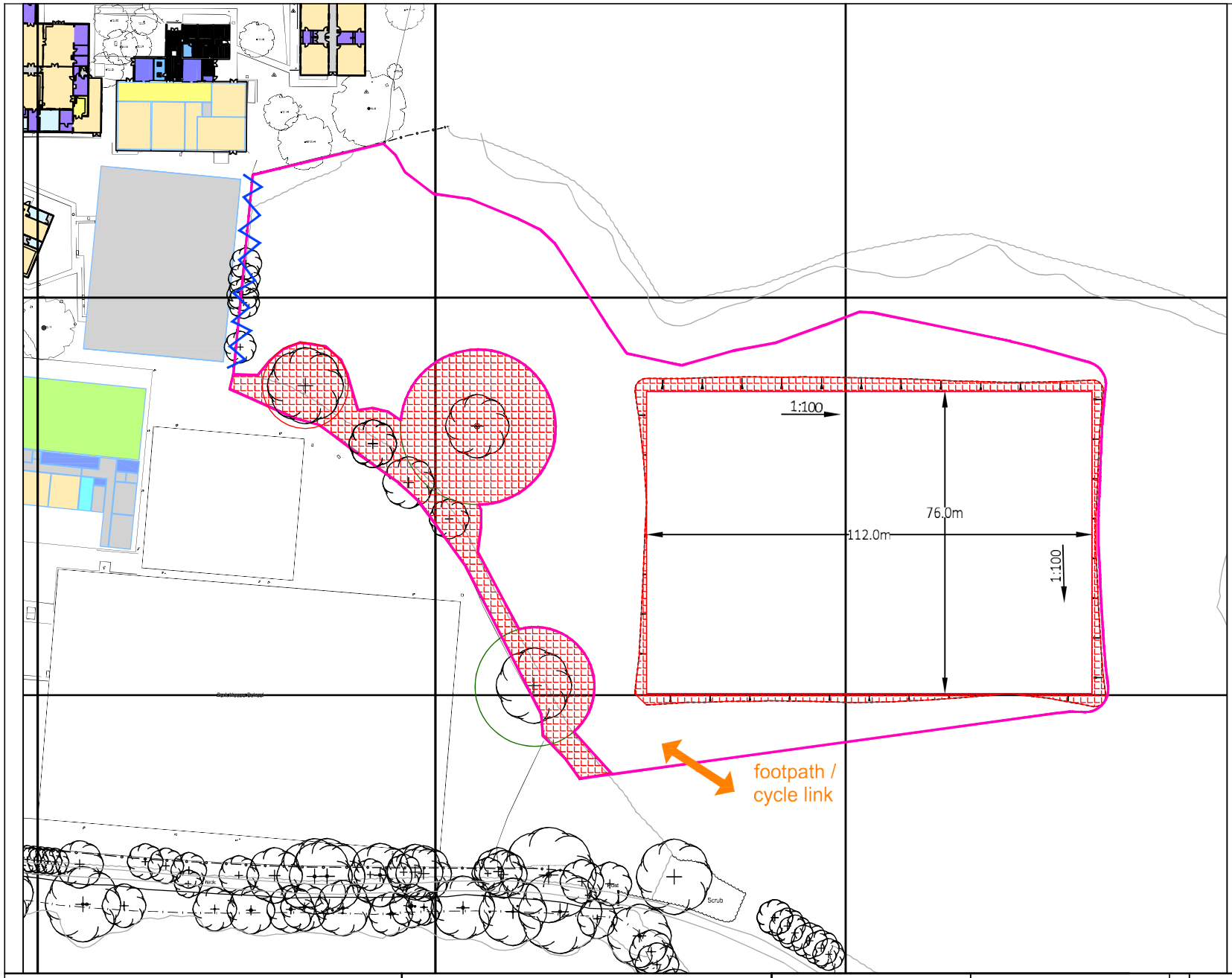
APPENDIX 14

Secondary School Site

Drawing number BG-SP-001 rev B



TOTAL AREA - 20,731m2

NON USEABLE AREA - 3400m2

REMAINING AREA - 17,331m2

TREE / HEDGEROW TO BE REMOVED

BLOOR HOMES

Bloor Homes Southern
River View House, First Avenue, Newbury
Business Park, London Road, Newbury,
Berkshire, RG14 2PS

Telephone: 01635 31555
Web: www.BloorHomes.com

Job Title	Scale	Date
SANDLEFORD PARK	1:1000 @ A1	APRIL 21
	Drawn: BG	Checked: BG

Drawing Title	Job No	Drawing No	Rev
SPORTS PITCH LAYOUT OPTION 1		BG-SP-001	B

Rev	Amendments	Drn	Chk	App	Date