

This Deed of Release and Variation is made the 5<sup>th</sup> day of August 2010 between the Norfolk County Council of County Hall Martineau Lane Norwich NR1 2DH (the "County Council") (1) The Secretary of State for Health of Richmond House 79 Whitehall London SW1A 2NS ("SOSH") (2) Cofton Land & Property (Norwich) Limited (company number 02579657) whose registered office is at Deloitte LLP, 4 Brindley Place, Birmingham, B1 2HZ ("Cofton") (acting by the Administrators) (3) Hopkins Homes Ltd of Melton Park House Melton Suffolk IP12 1TJ (company number 02875798) ("Hopkins") (4) Broadland District Council of Thorpe Lodge Thorpe St Andrew Yarmouth Road Norwich NR7 ODU (the "District Council") (5) and John Charles Reid and Dominic Lee Khoong Wong licensed insolvency practitioners of Deloitte LLP ("the Administrators") (6)

And Recites

- (1) On the 11<sup>th</sup> July 2003 the District Council the County Council SOSH and Cofton entered into the First 106 Agreement
- (2) On the 24<sup>th</sup> April 2008 Cofton granted to the County Council the Option over land defined therein which comprises part of the Hopkins Land.
- (3) On the 31<sup>st</sup> July 2008 the Broadland District Council the County Council SOSH and Cofton entered into the Second 106 Agreement.
- (4) The parties have agreed for the release of the Option and the variation of the First and Second 106 Agreements on the terms and conditions hereinafter appearing.
- (5) The Administrators were appointed as administrators of Cofton by notices of appointment dated 2 March 2009. The Administrators are joined in as a party to this deed of release and variation solely for the purpose of receiving the benefit of the waivers and exclusions of liability in their favour contained in this deed.

## And Now Witnesses

### 1. Definitions

Second 106 Agreement	The agreement dated 31 <sup>st</sup> July 2008 pursuant to Section 106 of the Town and County Planning Act 1990 which amongst other things provides for the release of the Option on certain terms and conditions.
First 106 Agreement	The agreement dated 11 <sup>th</sup> July 2003.
Approved Plans	The plans forming part of planning permission reference 2008/0199 issued by the District Council
Cofton Strip	Means that land shown edged red on Plan 1 and forming part of the title number NK304181 transferred by Cofton to SOSH by the Cofton Transfer at the date of this deed of release and variation
DeVirgo Strip	Means that land shown coloured green on Plan 1 and forming part of the title number NK378233 transferred by DeVirgo Limited ("DeVirgo") (registered in England number 05653717) by the DeVirgo Transfer at the date of this release and variation

Cofton Transfer	Means that transfer from Cofton annexed at Schedule 1
DeVirgo Transfer	Means that transfer annexed at Schedule 1
Hopkins Transfer	Means that transfer annexed at Schedule 1
Access Road	Means that road shown coloured brown and hatched brown on Plan 2.
Hopkins Land	The land described in the Hopkins Transfer shown on the plan to the Hopkins Transfer.
Option	Means the Option Agreement dated 24 <sup>th</sup> April 2008 between the County Council and Cofton annexed at schedule 4
Option Release Deed	The deed annexed at Schedule 2
Plan 1 and Plan 2	The Plans annexed to this deed and numbered accordingly.
West Site	The land in title NK387627 owned by the County Council
Visibility Splay	That land at the north end of the Access Road shown hatched brown on Plan 2.
Works	Means the construction of the

	Access Road and other associated works shown on the Approved Plans and the drawing annexed at schedule 3 to this deed (the "Drawing").
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2. The Cofton Transfer the Devirgo Transfer and the Hopkins Transfer are being completed simultaneously with this deed of release and variation and in consideration of the payment of the sum of £675,000.00 by Hopkins to the County Council (receipt of which the County Council hereby acknowledges) the Option Release Deed is being completed simultaneously with this deed of release and variation.

3.1 The County Council covenants with SOSH to carry out the Works commencing by the 1<sup>st</sup> August 2010 and completing by the 1<sup>st</sup> November 2011 all as shown on the Approved Plans and on the Drawing and so that the Access Road is completed to an adoptable standard in accordance with the specification for the construction of adoptable highways issued by the County Council as Highways Authority at the time of commencement of the Works.

4.1 If the Works shall not be commenced or completed by the dates specified in clause 3 then SOSH may by written notice to the County Council require payment of the sum of £675,000.00 together with interest earned thereon less the cost to the Council of complying with clause 3 to the date of receipt of SOSHs notice as certified by the County Council's Head of Finance acting reasonably and the County Council shall make such payment within 21 days of receipt of SOSHs notice.

4.2 If SOSH shall not then procure the completion of the Access Road by the 1<sup>st</sup> November 2012 the County Council may by written notice to SOSH require payment of the sum paid by the Council to SOSH in accordance with clause 4.1 together with interest earned thereon less the cost to SOSH of carrying out the Works since the date of payment by the County Council as certified by SOSHs accountants acting

reasonably and SOSH shall make such payment within 21 days of receipt of the County Councils notice and the County Council shall then procure completion of the Works in accordance with clause 3 as soon as may be reasonably practicable.

5. If the cost to the County Council of complying with clause 3 shall be less than the sum of £675,000.00 together with interest earned thereon as certified by the County Council's Head of Finance acting reasonably then the County Council shall as soon as reasonably practicable following final completion of the Access Road refund any remaining sum to SOSH .

6. If the County Council shall abandon the proposal to construct a school on the West Site then it shall as soon as reasonably practicable make payment of the sum of £675,000.00 together with interest earned thereon less the cost to the Council of complying with clause 3 to the date of abandonment as certified by the County Councils Head of Finance acting reasonably to SOSH.

7.1 With the exception of clauses 13.1 and 13.2 the First 106 Agreement shall not apply to the Hopkins Land and clauses 13.1 and 13.2 shall apply to the Hopkins Land as planning obligations given by Hopkins to the County Council as a local planning authority with respect to the Hopkins Land but it is hereby agreed for the avoidance of doubt the "purposes" referred to in clause 13.1 thereof do not extend beyond construction operations to subsequent residential or other use of the Land.

7.2 With the exception of clause 10.2 SOSH and its successors in title are released from the First 106 Agreement.

7.3 With the exception of clauses 7.1 (d) and (e) 7.2 7.3 7.4 and the second clause numbered 9 and beginning "As regards any sums.." the obligations in the Second 106 Agreement are released.

8. SOSH agrees to make such dispositions and grant such rights to either the County Council or the electricity undertaker as are reasonably required and on reasonable terms to establish an electricity sub station and lay cables on the land shown coloured blue on Plan 1 within title number NK349174 adjacent to the West Site for an electricity supply for a school on the West Site.

9. The County Council declares that it will exercise its discretion to serve a notice pursuant to section 228 of the Highways Act 1980 in relation to the Visibility Splay.

10. SOSH grants licence for the County Council or those authorised by it to enter onto the land within title number NK349174 so far as necessary for the purpose only of demolishing the buildings shown coloured pink on the Plan 1 exercising reasonable care and making good any damage caused and complying with all legal obligations.

11.1. On the 31 August 2011 or practical completion of the Access Road as determined by the contract for its construction if later the Access Road shall be dedicated by SOSH as a public highway (the "Dedication Date").

11.2. The County Council declares that on the Dedication Date the Access Road will be maintainable at public expense pursuant to section 36 of the Highways Act 1980.

11.3 The County Council shall indemnify SOSH upon request against any loss suffered by SOSH arising from the use of the Access Road before its adoption after the school on the West Site is opened.

11.4 SOSH shall upon request enter into a deed of easement in favour of the County Council or Anglian Water over the land shown edged yellow on Plan 1 on such reasonable terms as are required to secure adoption of the highway drains and foul sewers in the Access Road.

12. Save as modified by this agreement the First and Second 106 Agreements shall remain in full force and effect and save as so modified any breach of the First and Second 106 Agreements shall be enforceable by the District Council and the County Council to the same extent after the execution of this Agreement as before.

13. The County Council will carry out the Works in compliance with all legal obligations.

14.1. The Administrators are acting as agents of Cofton and neither the Administrators nor their firm or any of its partners or employees shall incur any personal liability under or in connection with this Deed of Release and Variation or under any document executed pursuant to it and the parties expressly waives any charge on any assets arising pursuant to Paragraph 99 of Schedule B1 of the Insolvency Act 1986 or otherwise (including any right to rank as an expense of the administration pursuant to Paragraph 2.67 of the Insolvency Rules).

14.2 The Administrators have joined in as parties to this Deed of Release and Variation solely for the purpose of obtaining the benefit of the provisions of clause 14.1 and any other provisions of this Deed of Release and Variation in their favour.

15. Any dispute arising between the parties on any matter arising out of this agreement may be referred by any party to an independent chartered surveyor agreed upon by the parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors who will act as an expert whose decision shall be final and binding on the parties and whose costs shall be paid as he may direct.

15.1 Any notice or document to be given or delivered under this agreement by SOSH or the County Council must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party as follows:

(a) to SOSH at:

Richmond House, 79 Whitehall, London, SW1A 2NS

and

Quarry House, Quarry Hill, Leeds, LS2 7UE

in each case marked for the attention of the Head of Property

or to such other address, or for the attention of such other person, as was last notified in writing by the SOSH to the County Council and

(b) to the Council at:

County Hall, Martineau Lane, Norwich, NR1 2DH

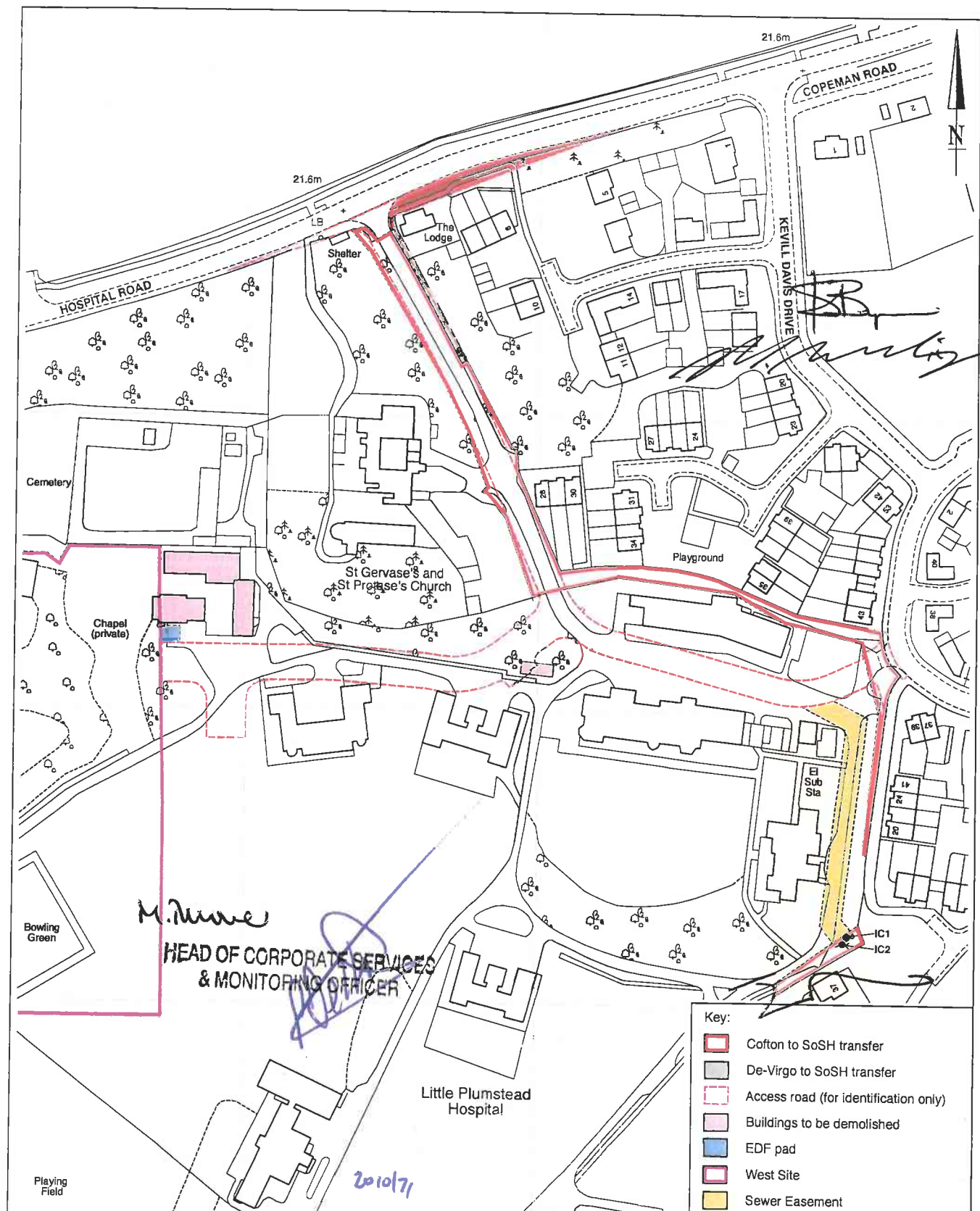
marked for the attention of Helen Bates

or to such other address, or for the attention of such other person, as was last notified in writing by the County Council to SOSH.

- 15.2 Any such notice will be deemed to have been received:
- (a) if delivered personally, at the time of delivery;
  - (b) in the case of pre-paid first class post or recorded delivery, on the second Working Day after posting and
- 15.3 In proving service it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first class or recorded delivery letter or that the fax message was properly addressed and transmitted, as the case may be.
- 15.4 A notice given or document delivered under this agreement will not be validly given or delivered if sent by e-mail.
16. A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights) of Third Parties Act 1999.

In witness whereof of the parties hereto have executed this deed the day and year first before written.





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Scale: 1:1250 at A3

Date: JULY 2010



Norfolk County Council

NPS Property Consultants Ltd,  
on behalf of Norfolk County Council,  
County Hall, Martineau Lane,  
Norwich, NR1 2SF.

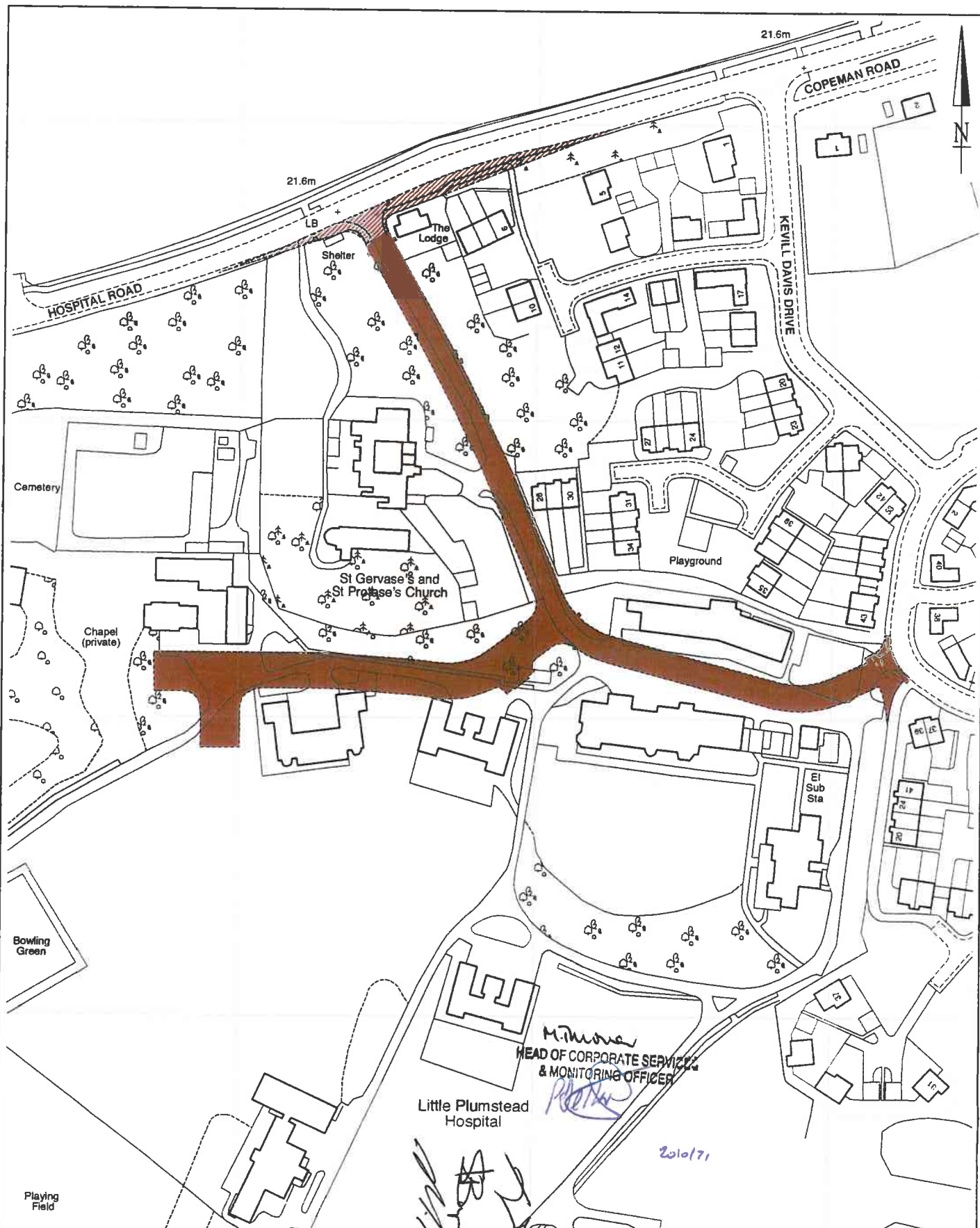
NPS Property Consultants Ltd,  
Lancaster House,  
16 Central Avenue,  
St Andrews Business Park,  
Norwich, NR7 0HR.

Plan No.  
2/5495E

LITTLE PLUMSTEAD  
The Deed of Release and Variation

Plan I

nps group



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Scale: 1:1250

Date: JUNE 2010



**Norfolk** County Council

NPS Property Consultants Ltd,  
on behalf of Norfolk County Council,  
County Hall, Martineau Lane,  
Norwich, NR1 2SF.

NPS Property Consultants Ltd,  
Lancaster House,  
16 Central Avenue,  
St Andrews Business Park,  
Norwich, NR7 0HR.



Plan No.  
**2/5496A**

**LITTLE PLUMSTEAD**  
**Access Road**

Plan 2

Schedule 1

**The Cofton Transfer, the Devirgo Transfer and the Hopkins Transfer**

# Land Registry

## Transfer of part of registered title(s)

# TP1

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

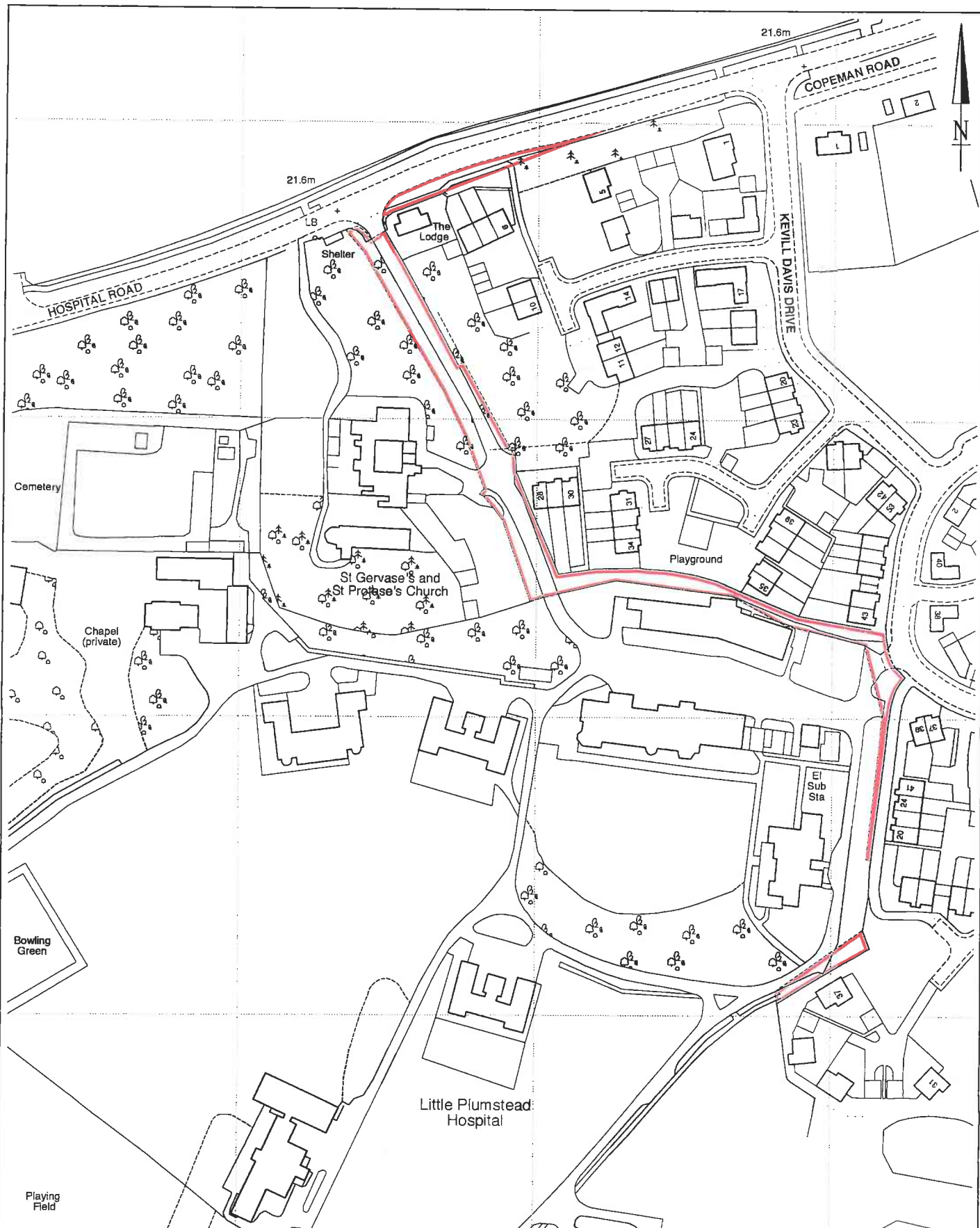
Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for 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.

1	Title number(s) out of which the property is transferred: NK304181
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land lying to the South of Hospital Road, Little Plumstead  The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Cofton Land and Property (Norwich) Limited acting by the Administrators (as defined in clause 12.1) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02579657 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: The Secretary of State for Health  <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 England and Wales including any prefix:





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Scale: 1:1250 at A3

Date: JUNE 2010

Plan No.

2/5492B



**Norfolk** County Council

NPS Property Consultants Ltd,  
on behalf of Norfolk County Council,  
County Hall, Martineau Lane,  
Norwich, NR1 2SF.

**LITTLE PLUMSTEAD**

Cofton "in administration" to SoSH

NPS Property Consultants Ltd,  
Lancaster House,  
16 Central Avenue,  
St Andrews Business Park,  
Norwich, NR7 0HR.

**nps** group

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

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

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

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

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

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

Richmond House, 79 Whitehall, London SW1A 2NS

8 The transferor transfers the property to the transferee

9 Consideration

☐ The transferor has received from the transferee for the property the following sum (in words and figures):

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

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☐ full title guarantee

☐ limited title guarantee

The Property is transferred without any title guarantee or other covenants for title.

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

☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 Interpretation

12.1.1 In this Transfer unless the context requires otherwise the following words and expressions mean:

**Administrators:** John Charles Reid and Dominic Lee  
Zhong Wong each licensed insolvency practitioners of  
Deloitte LLP in their respective capacities as  
administrators of the Transferor;

**Conduits:** means ducts shafts cisterns tanks radiators pipes  
wires cables sewers drains soakaways watercourses  
(including without prejudice to the generality the lake)  
gutters gullies conduits laser optic fibres electronic data or  
impulse communication transmission or reception systems  
and other conducting media or ancillary equipment  
(excluding those which belong to the public utility  
companies or the local authority) for the passage or  
transmission of soil gas electricity water air light or  
electronic information;

**Incumbrances:** all matters contained, mentioned or

referred to in the Property Register and/or the Charges Register to the title number(s) mentioned in panel 1;

**Perpetuity Period:** means the period of eighty years beginning on the date of this transfer;

**Retained Land:** means the land in title number NK304181 other than the Property;

**Transferee:** includes its successors in title.

12.1.2 Any reference to any statute includes:

- (a) any amendment, modification or re-enactment of it at any time;
- (b) all instruments, orders, plans, regulations, permissions, directions and any other form of subsidiary legislation at any time made, issued or given under or drawing validity from any statute; and
- (c) all European Union law, directives and regulations;

12.1.3 Any reference to any form of legal entity includes all other forms of legal entity;

12.1.4 Obligations by more than one person are joint and several and where any party under this Transfer at any time is more than one person references to it are to each person individually as well as jointly with the others comprising it;

12.1.5 The clause headings in this Transfer are for reference only and are not to be taken into account in its construction or interpretation; and

12.1.6 On 2 March 2009 the Administrators were appointed to act as joint administrators of the Transferor by a Notice of Appointment filed in the High Court of Justice Leeds District Registry pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986.

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

#### Rights granted for the benefit of the Property

12.2 Insofar as the Transferor is able to do so the Transferor grants to the Transferee (and any persons whom the Transferee expressly or impliedly authorises) in common with other persons also entitled the following rights for the benefit of the Property and each and every part of it:

12.2.1 the right to the free and uninterrupted running of soil gas electricity water and electronic information to and from the Property through the Conduits on the Retained Land serving or capable of serving the Property (whether now on the Retained Land or constructed within the Perpetuity Period);

12.2.2 the right to:

- (i) connect to any Conduits now or within the Perpetuity Period on the Retained Land and capable of serving the Property;
- (ii) construct and lay on any unbuilt on part of the Retained Land within the Perpetuity Period new Conduits capable of serving the Property;
- (iii) maintain repair and (if necessary) renew and replace any Conduits on the Retained Land

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

Include words of covenant.

Include words of covenant.

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

serving the Property;

- (iv) enter the Property to exercise any of the rights in clause 12.2.2(i) and 12.2.2(ii) (inclusive)

provided always the person exercising the right makes good immediately any damage caused to the Retained Land occasioned by the exercise of the rights and cause as little inconvenience and disturbance as is reasonably possible and will indemnify the Transferor and the Administrators (and each of them) against all actions, proceedings, costs, claims, demands and liabilities arising out of any failure to do so.

Rights reserved for the benefit of the Retained Land

None

Restrictive covenants by the Transferee

None

Restrictive covenants by the Transferor

None

Other

### **12.3 Covenant for Indemnity**

The Transferee covenants with the Transferor and separately with the Administrators (and each of them) that the Transferee and those deriving title under it will at all times observe, perform and comply with the Incumbrances so far as they may affect the Property and will keep the Transferor and the Administrators (and each of them) indemnified against all actions, proceedings, costs, claims, demands and liabilities arising out of any failure to do so.

### **12.4 Exclusion of Liability**

12.4.1 The Administrators are acting as agents of the Transferor and neither the Administrators nor their firm or any of its partners or employees shall incur any personal liability under or in connection with the Transfer or under any document executed pursuant to this Transfer and the Transferee expressly waives any charge on any assets in the administration of the Transferor or right to any priority payment from those assets arising pursuant to Paragraph 99 of Schedule B1 of the Insolvency Act 1986 or otherwise (including any right to rank as an expense of the administration pursuant to Paragraph 2.67 of the Insolvency Rules).

12.4.2 The Administrators have joined in as parties to this Transfer solely for the purpose of obtaining the benefit of the provisions of paragraph 12.3 and any other provisions of this Transfer in their favour.

### **12.5 Third Parties**

A person who is not a party to this Transfer has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



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 (but not delivered until the date hereof) by Cofton Land and Property (Norwich) Limited (In Administration) acting by one of the Administrators without personal liability in the presence of:

Administrator Sign here

Signature of witness \_\_\_\_\_  
Name (in BLOCK CAPITALS) \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

Signed as a Deed by \_\_\_\_\_ one of the Administrators without personal liability on behalf of all of them in the presence of:

Administrator Sign here

Signature of witness \_\_\_\_\_  
Name (in BLOCK CAPITALS) \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

The Official Seal of The Secretary of State for Health hereunto affixed was authenticated by:-

#### 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.

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

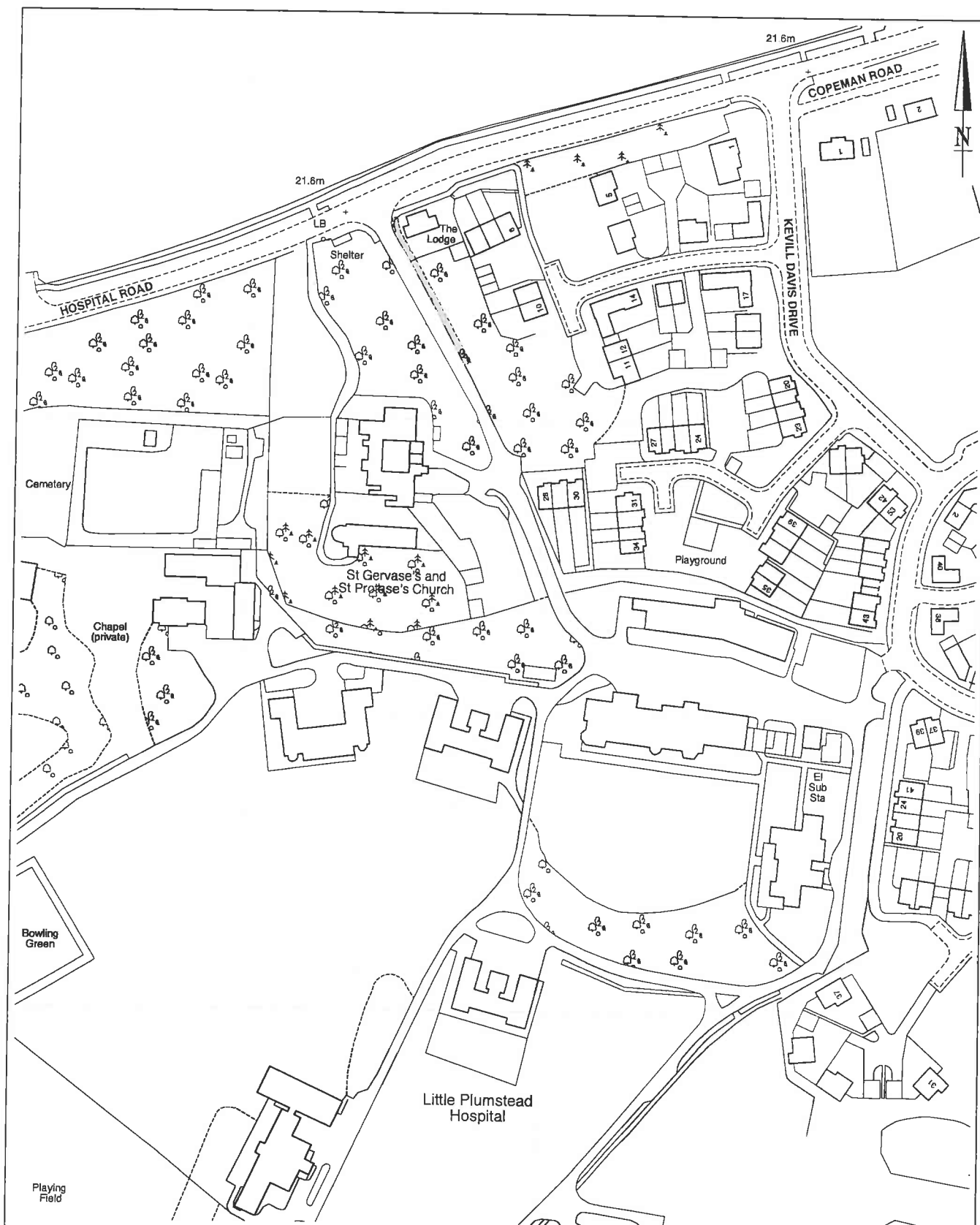
Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for 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.

1	Title number(s) out of which the property is transferred:  NK378233
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property:  The property is identified  <input checked="" type="checkbox"/> on the attached plan and shown: shaded green  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor:  DeVirgo Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 05653717  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register:  The Secretary of State for Health  <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 England and Wales including any prefix:



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Scale: 1:1250  
Date: MAY 2010  
Plan No.  
2/5493



**Norfolk** County Council

NPS Property Consultants Ltd,  
on behalf of Norfolk County Council,  
County Hall, Martineau Lane,  
Norwich, NR1 2SF.

**LITTLE PLUMSTEAD**  
Land Transfer from De-Virgo to SoSH

NPS Property Consultants Ltd,  
Lancaster House,  
16 Central Avenue,  
St Andrews Business Park,  
Norwich, NR7 0HR.

**nps** group

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

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

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

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

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

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

Richmond House, 79 Whitehall, London, SW1 2NS

8 The transferor transfers the property to the transferee

9 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- ☒ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

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
- ☐ they are to hold the property on trust:

12 Additional provisions

Definitions

1. **Definitions and Interpretations**

In this section:

"**Perpetuity Period**" means the period of eighty years beginning on the date of this transfer

"**Property**" means the property transferred by this transfer

"**Retained Land**" means the land in the Transferor's title excluding the Property

"**Services**" shall mean water sewerage electricity telephone and other services or supplies

"**Service Media**" shall mean sewers drains channels pipers wires cables and other conducting media for the passage or running of Services

Headings in this section are for ease of reference only and are not to be taken into account when construing this section

2. **Right reserved in favour of the Transferor**

There are excepted and reserved in favour of the Transferor and its successors in title the owners and occupiers for the time being of the Retained Land:

a right of way over and along the Property at all times with or without vehicles

the free and uninterrupted passage and running of Services to and from the Retained Land and any buildings on it now or at any time constructed during the Perpetuity Period over and along any Service Media which are now or may at any time within the Perpetuity Period be laid in or under or over the Property for the use and enjoyment of the Retained Land or any part of it

to enter on to the Property or any part of it with or without workmen materials and specialists services at reasonable times and on reasonable prior notice (except in cases of emergency) for the purposes of:

- making connections to any Service Media in over or under the Property;
- inspecting repairing maintaining renewing cleansing and relaying any Service Media nor or at any time within the Perpetuity Period laid in over or under the Property and used by the Retained Land or any part of it;
- laying new Service Media in under or over the Property within the Perpetuity Period and making connections to such Service Media
- inspecting repairing or maintaining the boundary wall or any structure or part thereof erected on the Retained Land access to which is more convenient or necessary from the Property rather than from the Retained Land

subject in each case to the persons exercising such rights causing as little damage and inconvenience as reasonably practicable in doing so and making good as quickly as reasonably possible any physical damage caused to the Property and in the case 3.1.3.1 to 3.1.3.4 subject to the person exercising such rights giving not less than 48 hours prior written notice to the Transferee except in the case of emergency

3. **Agreement and Declaration**

The Transferor and the Transferee agree and declare that the parties do not intend that any term of this transfer will be enforceable by virtue of the Contracts (Rights of Third Parties Act) 1998

4. **Execution as a deed**

This Transfer:

- Is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated;
- is not delivered till dated;
- was delivered when it was dated

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 **DEVIRGO LIMITED** acting by:

.....

Director's name: .....

Director's signature .....

Director's[/Secretary's] name .....

Director[/Secretary's] signature .....

The official seal of )

**THE SECRETARY OF STATE** )

**FOR HEALTH** )

Hereunto affixes was authenticated )

by: )

#### 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.

# Land Registry

## Transfer of part of registered title(s)

# TP1

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for 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.

1	Title number(s) out of which the property is transferred: NK304181 (part) and NK340526 (whole)
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land lying to the South of Hospital Road, Little Plumstead  The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged with a broken red line and comprises the parts shown tinted brown, pink and blue on Plan 1 but excluding the land shown tinted red on Plan 2 hereto where there is an overlap with blue tinted land <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Cofton Land & Property (Norwich) Limited acting by the Administrators (as defined in clause 12.1) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02579657 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: Hopkins Homes Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02875798 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in England and Wales 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.

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

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

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

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

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

Melton Park House, Melton, Woodbridge, Suffolk, IP12 1TJ

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

Nine hundred and seven thousand pounds plus VAT (£907,000 plus VAT)

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

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☐ full title guarantee

☐ limited title guarantee

The Property is transferred without any title guarantee or other covenants for title.

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

☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 Interpretation

12.1.1 In this Transfer unless the context requires otherwise the following words and expressions mean:

**Administrators:** John Charles Reid and Dominic Lee  
Zhong Wong each licensed insolvency practitioners of  
Deloitte LLP in their respective capacities as  
administrators of the Transferor;

**Copeman Road Transfers:** the following transfers  
relating to numbers 5, 6, 7 and 8 Copeman Road:

Transfer dated 3 July 1998 between (1) The Secretary of  
State for Health ("SOSH") and (2) Peter Bilverstone and  
Carol Bilverstone;

Transfer dated 26 March 1990 between (1) SOSH and (2)  
Anthony Siveter and (2) Sonia Inez Knights;

Transfer dated 25 February 1998 between (1) SOSH and



(2) Anthony Siveter and Sonia Inez Siveter;

Transfer dated 20 October 1994 between (1) SOSH and (2) Anthony Siveter and Sonia Inez Siveter;

Transfer dated 12 August 1988 between (1) The Secretary of State for Social Services and (2) Christopher Dwornik and Wendy Garside;

Transfer dated 12 November 1990 between (1) SOSH and (2) Trevor Neil and Pauline Neil;

Transfer dated 12 July 2007 between (1) SOSH and (2) David Morland;

**2004 Deed:** the Deed of Easement and Covenant dated 5 January 2004 and made between (1) Cofton Land & Property (Norwich) Limited and (2) George Wimpey East Anglia Limited as amended by the Deed of Rectification dated 2 August 2006 and made between the same parties;

**2005 Deed:** the Deed of Easement and Covenant dated 17 October 2005 and made between (1) Broadland Housing Association Limited (2) Landspeed Affordable Homes Limited and (3) Cofton Land & Property (Norwich) Limited;

**Incumbrances:** all matters contained, mentioned or referred to in the Property Register and/or the Charges Register to the title number(s) mentioned in panel 1;

**Retained Land:** means the land comprised in title number NK304181 excluding the Property and the land shown tinted blue on Plan 2 hereto; and

**Stakeholder Agreement:** the Stakeholder Agreement dated 5 January 2004 and made between (1) Cofton's Solicitors (2) Cofton Land & Property (Norwich) Limited (3) George Wimpey East Anglia Limited and (4) Secretary of State for Health.

12.1.2 Any reference to any statute includes:

- (a) any amendment, modification or re-enactment of it at any time;
- (b) all instruments, orders, plans, regulations, permissions, directions and any other form of subsidiary legislation at any time made, issued or given under or drawing validity from any statute; and
- (c) all European Union law, directives and regulations;

12.1.3 Any reference to any form of legal entity includes all other forms of legal entity;

12.1.4 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land;

12.1.5 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land;

12.1.6 Obligations by more than one person are joint and several and where any party under this Transfer at any time is more than one person references to it are to each person individually as well as jointly with the others comprising it;

12.1.7 The clause headings in this Transfer are for reference only and are not to be taken into account in its construction or interpretation; and

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

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

Include words of covenant.

Include words of covenant.

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

12.1.8 On 2 March 2009 the Administrators were appointed to act as joint administrators of the Transferor by a Notice of Appointment filed in the High Court of Justice Leeds District Registry pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986.

## 12 Rights granted for the benefit of the Property

12.2.1 The Transfer is made together insofar as the Transferor is able to do so with the following rights over the Retained Land for the benefit of the Property;

12.2.2 **Recreation** – the right for the owners of the Property to use the Retained Land on a pedestrian and cycle-way basis and for recreational use.

Rights reserved for the benefit of the Retained Land

None

Restrictive covenants by the Transferee

None

Restrictive covenants by the Transferor

None

Other

## 12.3 Covenant for Indemnity

The Transferee covenants with the Transferor and separately with the Administrators (and each of them) that the Transferee and those deriving title under it will at all times observe, perform and comply with the Incumbrances so far as they are enforceable and affect the Property and will keep the Transferor and the Administrators (and each of them) indemnified against all actions, proceedings, costs, claims, demands and liabilities arising out of any failure to do so.

## 12.4 Exclusion of Liability

12.4.1 The Administrators are acting as agents of the Transferor and neither the Administrators nor their firm or any of its partners or employees shall incur any personal liability under or in connection with the Transfer or under any document executed pursuant to this Transfer and the Transferee expressly waives any charge on any assets in the administration of the Transferor or right to any priority payment from those assets arising pursuant to Paragraph 99 of Schedule B1 of the Insolvency Act 1986 or otherwise (including any right to rank as an expense of the administration pursuant to Paragraph 2.67 of the Insolvency Rules).

12.4.2 The Administrators have joined in as parties to this Transfer solely for the purpose of obtaining the benefit of the provisions of paragraph 12.3 and any other provisions of this Transfer in their favour.

## 12.5 Assignment of Broadland and Landspeed Restrictive Covenants

12.5.1 The Transferor insofar as it is able to do so assigns to the Transferee the benefit of and the right to enforce the restrictive covenants;

12.5.1.1 on the part of Landspeed Affordable Homes Limited referred to in clauses 2.2 and 2.3 of a Transfer dated 17 October 2005 and made

between (1) Cofton Land & Property (Norwich) Limited and (2) Landspeed Affordable Homes Limited; and

12.5.1.2 on the part of Broadland Housing Association Limited referred to in clauses 2.32(*sic*) and 2.3 of a Transfer dated 17 October 2005 and made between (1) Cofton Land & Property Limited and (2) Broadland Housing Association Limited.

**12.6 Assignment: 5-8 Copeman Road**

The Transferor insofar as it is able to do so assigns to the Transferee the benefit of and the right to enforce all of the payments and other covenants and rights contained in the Copeman Road Transfers.

**12.7 Assignment: 2004 Deed**

The Transferor insofar as it is able to do so assigns to the Transferee the benefit of and the right to enforce clauses 5, 6 and 7 of the 2004 Deed.

**12.8 Assignment: 2005 Deed**

The Transferor insofar as it is able to do so assigns to the Transferee the benefit of and the right to enforce clauses 6, 7 and 8 of the 2005 Deed.

**12.9 Stakeholder Agreement**

The Transferor insofar as it is able to do so assigns to the Transferee the benefit of and the right to enforce the Stakeholder Agreement.

**12.10 Third Parties**

A person who is not a party to this Transfer has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

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 (but not delivered until the date hereof) by Cofton Land & Property (Norwich) (in Administration) acting by one of the Administrators without personal liability in the presence of:

Administrator Sign here

Signature of witness \_\_\_\_\_  
Name (in BLOCK CAPITALS) \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

Signed as a Deed by \_\_\_\_\_ one of the  
Administrators without personal  
liability on behalf of all of them in  
the presence of:

Administrator Sign here

Signature of witness \_\_\_\_\_  
Name (in BLOCK CAPITALS) \_\_\_\_\_  
Address \_\_\_\_\_  
Occupation \_\_\_\_\_

Executed as a deed (but not  
delivered until  
the date hereof) by  
Hopkins Homes Limited  
acting by two Directors or  
a Director and Secretary

Director

Director/Secretary

**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.

# PLAN 1

## Land Registry Index map plan

Ordnance Survey map reference TG3010NE  
Scale 1:1250  
Plan prepared on 24/02/2010 at 00:00:01

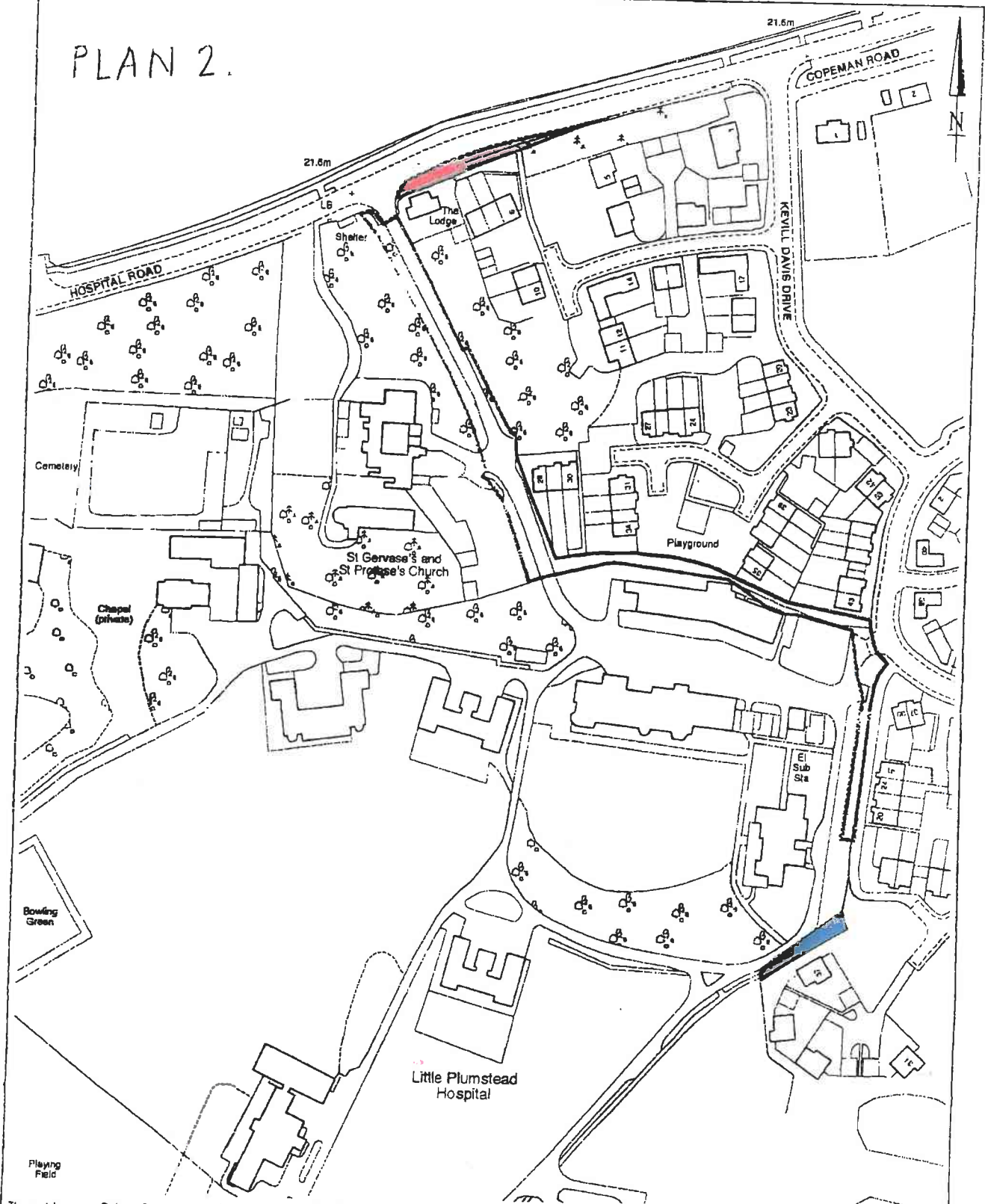
© Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100088316.



This plan should be read in conjunction with result R04FLUB.

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

# PLAN 2.



This map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office. © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Norfolk County Council. Licence No: 100019340, 2010.

THIS MAP IS TAKEN FROM ORDNANCE SURVEY DIGITAL DATA NATIONAL GRID REFERENCE: TG.3071 1085

Scale: 1:1250

Date: MAY 2010

Plan No.

2/5492



County Council

NPS Property Consultants Ltd,  
on behalf of Norfolk County Council,  
County Hall, Martineau Lane,  
Norwich, NR1 2SF.

**LITTLE PLUMSTEAD**

Cofton "in administration" to SoSH

NPS Property Consultants Ltd,  
Lancaster House,  
16 Central Avenue,  
St Andrews Business Park,  
Norwich, NR7 0HR.

nps/group

## Schedule 2

### The Option Release Deed

**THIS DEED** is made on

2010

**BETWEEN:**

- (1) **NORFOLK COUNTY COUNCIL** of County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH ("**NCC**")
- (2) **HOPKINS HOMES LIMITED** incorporated in England with registered number 02875798 and whose registered office is at Melton Park House Melton Woodbridge Suffolk IP12 1TJ ("**Hopkins**")

#### 1. **DEFINITIONS AND INTERPRETATION**

##### 1.1 In this deed unless the context otherwise requires:

"**Option**" means the option affecting part of the Property dated 24 April 2008 and made between (1) Cofton Lane & Property (Norwich) Limited and (2) Norfolk County Council which is referred to at entry C:21 of the Charges Register of title number NK304181

"**Property**" means the freehold land owned by Hopkins south of Copeman Road Little Plumstead Norfolk which is all of the land in title number NK340526 and part of the land in title number NK304181 and being the property which is shown on the plan annexed to this deed edged with a broken red line and comprising the parts shown tinted brown, pink and blue;

"**Release Fee**" means £675,000.00 (Six hundred and seventy five thousand pounds);

##### 1.2 References to:

1.2.1 the singular include the plural and vice versa;

1.2.2 natural persons include firms companies corporations and vice versa;

1.2.3 numbered clauses and schedules are references to the relevant clause or schedule in this deed.

##### 1.3 Words importing any gender include every gender.

- 1.4 The clause and schedule headings do not form part of this deed and are not to be taken into account when construing it.

**2. RELEASE OF OPTION**

- 2.1 In consideration of the Release Fee (receipt of which NCC hereby acknowledges) NCC now releases with full title guarantee the Property from the Option.
- 2.2 NCC warrants to Hopkins that it is solely and exclusively entitled to the benefit of the Option and that it has not assigned or otherwise passed the benefit of the Option to any other person.

**3. THIRD PARTY RIGHTS**

- 3.1 The parties do not intend that any term of this deed will be enforceable as a result of the Contracts (Rights of Third Parties) Act 1999.

**4. DELIVERY AS A DEED**

- 4.1 This instrument:
- 4.1.1 is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated;
  - 4.1.2 is not delivered until dated;
  - 4.1.3 was delivered when it was dated.



### Schedule 3

#### **The Drawing**

NOTES

1. THESE DRAWINGS ARE BASED ON INFORMATION PROVIDED BY LAND SURVEY SOLUTIONS LTD AND BASED ON THE BARRY ONE.
2. EXISTING DRIVEWAYS.
3. THIS DRAWING IS TO BE USED AS A CONSULTANT DRAWING AND NOT FOR CONSTRUCTION.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
5. REFER TO ARCHITECT'S DRAWINGS FOR HOUSE TYPES/PLANNING LAYOUT.
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ADAPTABLE HIGHWAY CROSSING

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INSPECTIONS REQUIRED BY THE HIGHWAYS AGENCIES

1. THE CONTRACTOR SHALL OBTAIN AT LEAST 48 HOURS ADVANCE NOTICE OF THE REQUIRED INSPECTIONS AND CLOSURES TO THE ROAD AT THE FOLLOWING STAGES:
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By *[Signature]*

*[Signature]*

*[Signature]*

SECTION 30 LAYOUT	
LITTLE PLUMSTEAD HOSPITAL PHASE 2, NORFOLK	
DEPARTMENT OF HEALTH	
DATE	05/18/03
SCALE	1:500
BY	MM
CHECKED BY	EA
DATE	26/10/08
M-EC	

## Schedule 4

### **The Option**

- (1) THIS AGREEMENT is made the 24<sup>th</sup> day of April 2008  
BETWEEN COFTON LAND & PROPERTY (NORWICH) LIMITED of  
Cofton House Firwood Road Garrets Green Birmingham BS33 0St  
(‘the seller’) and
- (2) THE NORFOLK COUNTY COUNCIL County Hall Martineau Lane  
Norwich Norfolk NR1 2DH

## **1 Definitions and Interpretation**

In this Agreement

- 1.1 ‘the Buyers Solicitors’ means Head of Law Legal Services Norfolk County Council
- 1.2 ‘the Completion Date’ means the twentieth working day after the date of service in the Option Notice
- 1.3 ‘the General Conditions’ means the Standard Commercial Property Conditions (1<sup>st</sup> Edn)
- 1.6 ‘the Option’ means the option granted to the Buyer by clause 2
- 1.7 ‘the Option Period’ means the period of 12 years from the date of this Agreement
- 1.8 ‘the Option Notice’ means the notice served by the Buyer pursuant to clause 3
- 1.9 ‘the Property’ means the property described in the first schedule
- 1.10 ‘the Purchase Price’ means the sum of £1 which is inclusive of VAT at the standard rate as at the date of the actual completion.
- 1.11 the ‘Seller’s Solicitors’ means Shakespeare Putsman Somerset House Temple Street Birmingham B2 5DJ
- 1.13 Where the context so admits the expressions ‘the Seller’ and ‘the Buyer’ includes their respective successors in title.
- 1.14 words importing one gender shall be construed as importing any other gender.
- 1.15 words importing the singular shall be construed as importing the plural and vice versa
- 1.16 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 1.17 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.18 the clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation
- 1.19 any reference to a clause or a paragraph of a schedule is to one in this Agreement so numbered

## **2. Grant of the Option**

- 2.1 The Seller grants to the Buyer the Option to buy the freehold interest in the Property at the Purchase Price

### **3 Exercise of the Option**

- 3.1 The Option shall be exercisable by the Buyer serving on the Seller at any time during the Option Period notice in writing in the form set out in the third schedule
- 3.2 On the valid exercise of the Option the Seller shall sell and the Buyer shall buy the Property at the Purchase Price on the terms of this Agreement
- 3.4 The Seller by way of security appoints the Buyer's Head of Law as his attorney for the sole purposes of signing the Option Notice for the Seller
- 3.5 the Buyer and the seller respectively undertake to do all such things as may be necessary following service of the notice referred to above to ensure the existence of an enforceable contract for the sale and purchase of the Property in accordance with the provisions of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989

### **5 Completion**

Completion of the sale and purchase and payment of the Purchase Price shall take place on Completion Date at the offices of the Buyer's Solicitors or where they may direct

### **6 Title guarantee**

The Seller sells with full title guarantee

### **7 Possession**

The Property is sold with vacant possession on completion

### **8 Title**

- 8.1 Title to the Property is registered at HM Land Registry with absolute title under title number NK304181 and title shall be deduced in accordance with the Land Registry Act 1925 Section 110

### **9 Encumbrances**

- 9.1 The transfer to the Buyer shall be in the form set out in the second schedule
- 9.2 The Property is sold subject to and (where appropriate) with the benefits of rights exceptions reservations covenants restrictions and other matters (if any) referred to in the annexed draft transfer and the property and charges register of title number NK304181 in so far as they are capable of affecting the property AND in any disposition of any part of the Sellers other land in title number NK304181 as at the date of the Agreement these rights will be reserved for the benefit of the property

- 9.3 The Buyer or the Buyer's Solicitors having been supplied with copies of the matter (if any) referred to in clause 9.2 prior to the date of this Agreement shall be deemed to purchase with full notice and knowledge of them and shall not raise any requisition or make any objection in relation to them.
- 9.4 The transfer shall be engrossed by the Seller's Solicitors and the engrossment shall be executed by the Buyer before the Completion Date

## **10 Matters affecting the Property**

The Property is sold subject to the following matters:

- 10.1 all local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually to be registered
- 10.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement
- 10.3 All actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning and environmental law
- 10.4 all easements quasi-easements rights expectations or other similar matters whether apparent on inspection or disclosed in any of the documents referred to in this Agreement

## **11 Disclaimer**

The Buyer admits that:

- 11.1 he has inspected the Property and enters into this Agreement with full knowledge of the actual state and condition of the Property
- 11.2 it enters this Agreement solely as a result of its own inspection and on the basis of the terms of the Agreement and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Seller's Solicitors to any preliminary inquiries raised by the Buyer's Solicitors)
- 11.3 this Agreement contains the entire agreement between the parties

## **12 Incorporation of conditions of sale**

The General Conditions shall apply to this Agreement in so far as they are applicable to a private sale by private treaty and are not varied by or inconsistent with the terms of this Agreement

## **13 Restriction on assignment**

- 13.1 This agreement is personal to the Buyer and shall not be capable of assignment

- 13.2 The Seller shall not be required to transfer the Property to anyone other than the Buyer named in this Agreement

**14 Dealings by the Seller**

- 14.1 Seller shall not create or dispose of any legal or equitable interest (including without limitation any charge incumbrance easement right or covenant) in on over or under nor create any right or licence to occupy or use the Property or any part of it except in favour of the Buyer without obtaining the prior written consent of the Buyer (such consent not to be unreasonably withheld or delayed)

**15 Registration**

- 15.1 The Seller shall within 3 working days after the date of this Agreement deposit the Seller's land certificate charge certificate relating to his title to the Property in HM Land Registry
- 15.2 The Seller consents to registration of a notice of this Agreement in the charges register of the Seller's title to the Property and shall do all things necessary to enable a notice under the Land Registration Act 1925 Section 49(1) to be registered
- 15.3 If the Option expires the Buyer shall forthwith cancel any registrations made by him in any registers to protect this Agreement and by way of security appoints the Seller his attorney for the purpose of effecting such cancellations

**16 Merger on completion**

The provisions of this Agreement shall not merge on completion of the transfer of the Property so far as they remain to be performed

**17 Nature of this agreement**

This Agreement is a deed and has been executed by the parties to it as a deed

**18 Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party the right to enforce or any benefit of any term of this Agreement

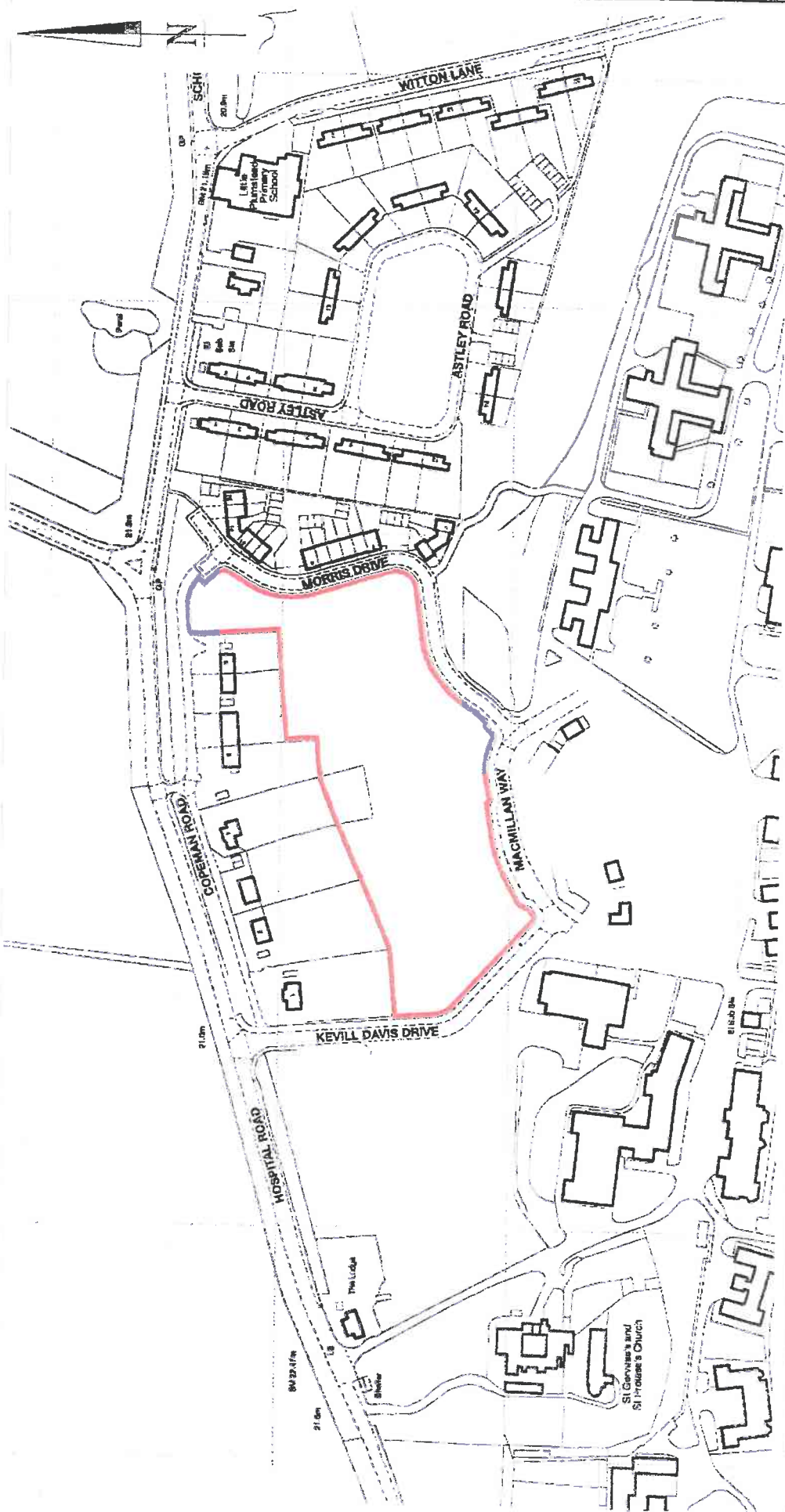
In witness whereof the parties hereto have executed this document as a Deed the day and the year first written before


## FIRST SCHEDULE

The Property

*All the land edged red on the annexed plan*





 <small>Property Consultants</small>	<b>Norfolk County Council</b> NPS Property Consultants Ltd, on behalf of Norfolk County Council, County Hall, Martineau Lane, Norwich, NR1 2SF.	
Plan No. <b>2/5526</b>	<small>This map is based upon Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office. © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Norfolk County Council. Licence No: 100019340. 2008.</small> <b>THIS MAP IS TAKEN FROM ORDNANCE SURVEY          DIGITAL DATA. NATIONAL GRID REFERENCE:          TG.3099 1097</b>	
Scale: 1:2500	<b>LITTLE PLUMSTEAD          East School Site Option</b>	
Date: FEBRUARY 2008		

SECOND SCHEDULE  
Form of Transfer

1. Stamp Duty

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

☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☒ It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 250,000

☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

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

NK 304181

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

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

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

☒ on the attached plan and shown *State reference e.g. "edged red".*  
Edged red

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

5. Date

6. Transferor *Give full name(s) and company's registered number, if any.*

Cofton Land & Property (Norwich) Limited (Co No 02579657)

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

THE NORFOLK COUNTY COUNCIL

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

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

County Hall  
Martineau Lane  
Norwich  
Norfolk  
NR1 2DH

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

☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*

One pound (£1)

☐ Insert other receipt as appropriate.

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

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

☒ full title guarantee ☐ limited title guarantee

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

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

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

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

### 13. Additional provisions

Use this panel for:

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

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

13.1 The property is sold with all rights appertaining thereto and subject to the matters mentioned in the Land Registry entries of the title number above so far as is applicable at the date hereof but not further or otherwise

13.2 The property is sold with the following rights:

(a) The right for the Transferee and its successors in title to the Property to run water soil gas fuel oil electricity telephonic signals data communications and other services through any sewers drains water courses pipes cables wire and other channels or conduits ("Conduits") which are now or at any time during the period of eighty years from the date of this Transfer ("the Perpetuity Period") may be laid under or over the remainder of the land comprised in title number NK304181 ("the Retained Land") with the power at all times on giving to the owner or occupier for the time being of the Retained Land reasonable notice (except in emergency when no notice is required) to enter onto so much as is reasonably necessary of the Retained Land for the purpose of repairing renewing maintaining inspecting and replacing or cleansing such Conduits and laying any new Conduits and apparatus to obtain any such service as mentioned above PROVIDED THAT the rights contained in this paragraph are at all times subject to the persons exercising those rights:

- (i) Making good all damage caused to the Retained Land or any buildings for the time being erected on the Retained Land to the reasonable satisfaction of the owner for the time being of the property affected and
- (ii) paying reasonable compensation to any person affected for any damage not capable of being made good as mentioned above and
- (iii) paying a fair proportion according to use of the costs of repairing renewing maintaining inspecting replacing and cleansing the Conduits which serve the

Property in common with the Retained Land (or any part or parts of it) and paying all costs incurred in repairing renewing maintaining inspecting replacing and cleansing any part of the Conduits which serve only the Property  
(iv) prior to laying any such new conducting media to obtain the prior written approval to the route of the new conducting media (such approval not to be unreasonably withheld or delayed)

(b) The right of support for the Property (and all buildings on it) from the Retained Land (and all buildings on it)

(c) A right of way for the owner or owners for the time being of the Property with or without vehicles at all times and for all purposes over and along the accessway the approximate position of which is coloured brown on the Plan between the Property and the public highway SUBJECT to payment by such owner or owners for the time being of the Property of a fair proportion according to use of the costs of maintaining and repairing such accessway to a reasonable standard.

(d) The right to enter onto so much of the Retained Land as may be reasonably necessary at all reasonable times and on reasonable notice (except in an emergency when as much notice as possible is required) for the purpose of inspecting maintaining repairing renewing replacing or cleaning the Property and any buildings and other constructions boundary walls fences which may be erected on it.

13.4 The Transferor covenants with the Transferees to keep the accessway coloured brown on the Plan in good and substantial repair and condition until it is adopted as public highway

13.5 The Transferee with the intent to bind the Property hereby covenants on behalf of itself and its successors in title with the Transferor and the Transferor's successors in title for the benefits of the Retained Land and each and every part of it not to use the Property or any part of it otherwise as than as a school with associated community facilities

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

Executed as a Deed by COFTON LAND & PROPERTY (NORWICH) LIMITED  
acting by

Director

Secretary

NORFOLK COUNTY COUNCIL  
and hereunto affixed in the presence of:

Head of Law

### THIRD SCHEDULE

#### Form of Option Notice

To: *(seller's name and address)*

From: *(buyer's name and address)*

Property: *All that land measuring 1.5ha or thereabouts and shown edged red on the attached plan*

In accordance with the terms of the Option Agreement dated *(date)* mad between [       ] (1) and the Norfolk County Council (2) relating to the property described above I GIVE NOTICE to you that I exercise my option to buy the Property at the price of £1. I enclose the deposit of £1

Signed on behalf of the Buyer:

Date: *(date)*

Signed on behalf of the Seller

Date: *(date)*

Executed as a Deed by

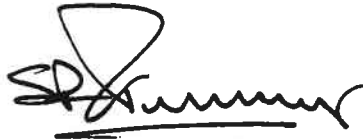
COFTON LAND & PROPERTY (NORWICH) LIMITED

Dating by

Director

A handwritten signature in black ink, appearing to be 'James' with a stylized flourish at the end.

Secretary  
Director

A handwritten signature in black ink, appearing to be 'S. J. ...' with a long horizontal line underneath.

The Common Seal of  
NORFOLK COUNTY COUNCIL  
Was hereunto offered in the presence of:

Head of Law



The COMMON SEAL of NORFOLK COUNTY )  
COUNCIL was hereunto affixed in the )  
presence of: )


.....  
Head of Law

Signed as a deed by **HOPKINS HOMES** )  
**LIMITED** acting by [a director and its )  
secretary] [two directors] )

.....  
Director

.....  
Director/Secretary

THE COMMON SEAL of NORFOLK )  
COUNTY COUNCIL was hereunto affixed )  
in the presence of:- )

  
authorised to sign  
on behalf of  
Head of Law



29870

THE OFFICIAL SEAL of THE )  
SECRETARY OF STATE FOR HEALTH )  
hereto affixed is authenticated by: )

Signature



Print name

P. BELLARS

Authorised Signatory

2010/71

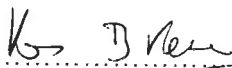


EXECUTED as a Deed (but not delivered )  
until the date hereof) by COFTON LAND )  
& PROPERTY (NORWICH) LIMITED )  
Administration) acting by one of the )  
Administrators without personal liability )  
in the presence of: )





Signature of witness



Name (in BLOCK CAPITALS)

KEVIN KEANE

Address

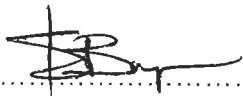
40 DELOITTE, SALTINE COURT,

EDINBURGH EH1 2AB

Occupation

ACCOUNTANT

SIGNED as a deed by HOPKINS HOMES )  
LIMITED acting by [a director and its )  
secretary] [two directors] )



Director



Secretary

THE COMMON SEAL of BROADLAND )  
DISTRICT COUNCIL was hereunto affixed )  
in the presence of:- )



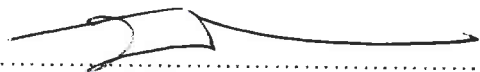
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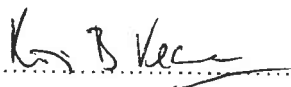
~~Head of Law~~

HEAD OF CORPORATE SERVICES  
& MONITORING OFFICER

SIGNED as a Deed by JOHN REID )  
one of the Administrators without personal )  
liability on behalf of all of them in the )  
presence of: )



Signature of witness



Name (in BLOCK CAPITALS)

KRISTOPHER KEANE

Address

40 DELAWARE AVE, SALTIRE COURT, 20 CASTLE TERR

EDINBURGH, EH1 2DB

Occupation

ACCOUNTANT