

1. Community Changing Rooms (pages 2-27)



## **BOROUGH COUNCIL OF KING'S LYNN AND WEST NORFOLK**

### **RECORD OF DECISION TAKEN BY OFFICERS UNDER DELEGATED POWERS**

This is a record of a decision taken by an officers under delegated powers and where necessary taken in consultation with members and officers.

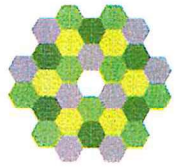
REPORT TITLE: Delegated Power to: Surrender the lease between Norfolk County Council and BCKLWN dated 30 January 2015 for 50 years in respect of the Community Changing Rooms, St Michaels Church School, Saddlebow Road, King's Lynn, PE30 5BN and registered under the Leasehold interest NK448666

<p><b>Delegated Power</b> Specify the particular delegated power being exercised by reference to the Delegation Scheme or Cabinet minute and date.</p> <p><b>8.3 Property (not Industrial Estate)</b> Management of the Council's property interests together with the ability to authorise all related property transactions.</p>
<p><b>Decision Taken</b> Specify precise details of the decision taken</p> <p>Surrender the lease between Norfolk County Council and BCKLWN dated 30 January 2015 for 50 years in respect of the Community Changing Rooms, St Michaels Church School, Saddlebow Road, King's Lynn, PE30 5BN and registered under the Leasehold interest NK448666</p>
<p><b>Reasons for the Decision</b> Specify all reasons for taking the decision</p> <p>BCKLWN hold the leasehold interest in Changing Rooms which is subject to the Transfer dated 30 March 2009 referred to in the Charges Register contains restrictive covenants relating to the user clause which has been registered under the Landlord's title NK389878. This lease is to be surrendered to Norfolk County Council whilst protecting BCKLWN's legal obligations. Legal have been instructed to ensure that the relevant notices contained in NK389878 have been served.</p>
<p><b>Options considered</b></p> <p>None.</p>

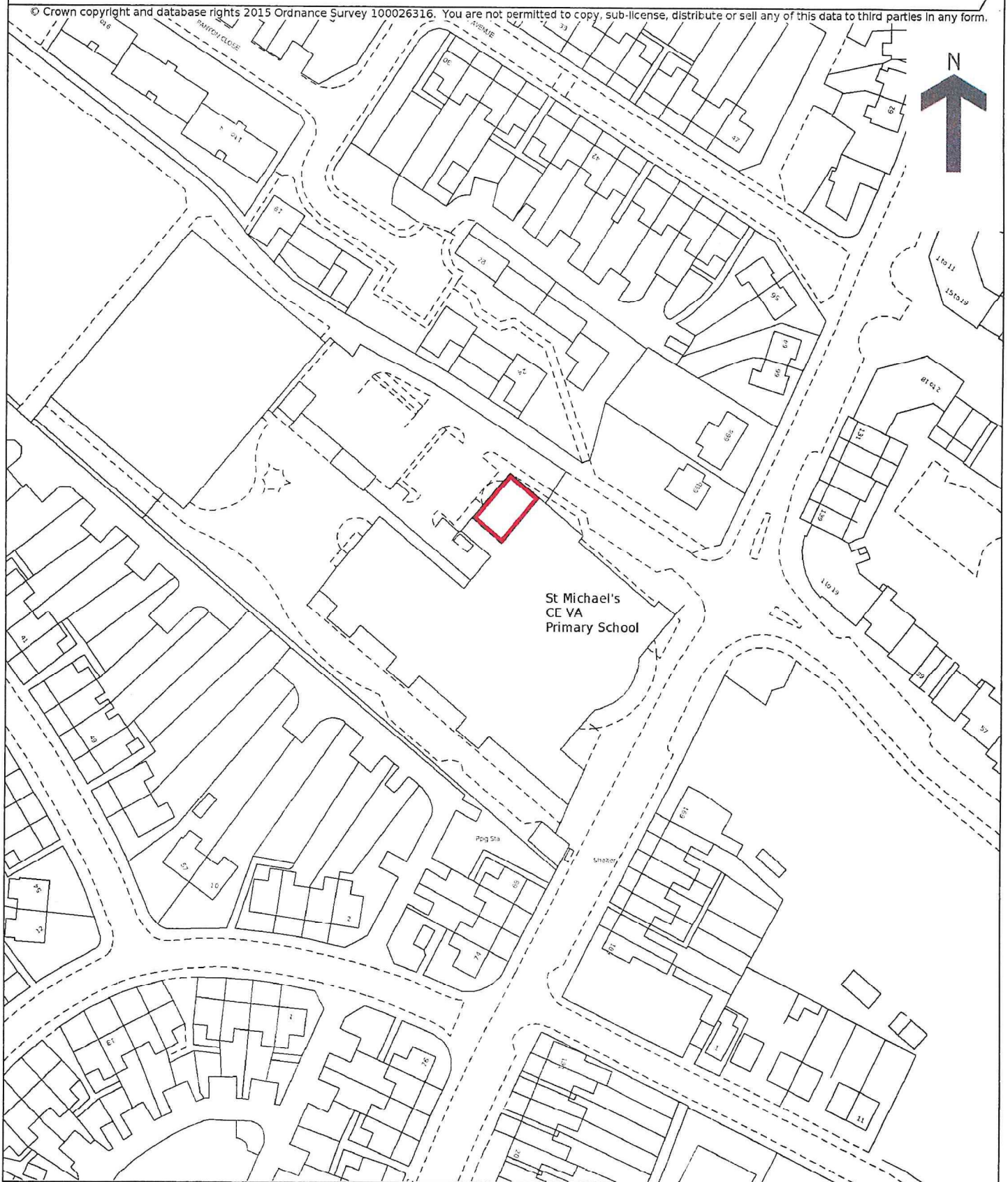
<b>Any declarations of interest and details of any dispensations granted in respect of interests.</b> N/A
<b>List of Background papers</b> Registered Titles NK389878 and NK448666
<b>Signed plan attached Yes.</b>
<b>Authorisation 1</b> Post Held Senior Lecturer Signature  CHRISTIAN WILSON Date 26/10/2022
<b>Authorisation 2</b> Post Held Assistant Director Property & Projects Signature  MATTHEW HENRY Date 26.10.22
<b>Consultation with members/officers</b> If the decision is taken following consultation with the members/officers, please give details: <b>Signed by Member as consulted:</b> Date N/A

HM Land Registry  
Official copy of  
title plan

Title number **NK448666**  
Ordnance Survey map reference **TF6118NE**  
Scale **1:1250**  
Administrative area **Norfolk : King's Lynn  
and West Norfolk**



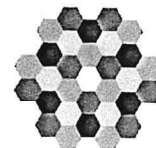
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*Christian Wilson 26/10./2022*



*26.10.22*



# Official copy of register of title

Title number NK448666      Edition date 22.06.2015

- This official copy shows the entries on the register of title on 21 JAN 2022 at 15:22:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 21 Jan 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

NORFOLK : KING'S LYNN AND WEST NORFOLK

- 1      (22.06.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Community Changing Rooms, St Michaels Church Of England Primary School, Saddlebow Road, King's Lynn (PE30 5BN).  
  
NOTE 1: The changing rooms are on the ground floor.  
  
NOTE 2: The canopy above the main entrance is included in the title.
- 2      (22.06.2015) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 3      (22.06.2015) The Transfer dated 30 March 2009 referred to in the Charges Register contains a provision as to light or air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4      (22.06.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date            : 30 January 2015  
Term            : 50 years beginning on and including 30 January 2015 and ending on 29 January 2065  
Parties        : (1) The Norfolk County Council  
                  (2) The Borough Council of Kings Lynn and West Norfolk
- 5      (22.06.2015) The Lease prohibits or restricts alienation.
- 6      (22.06.2015) The landlord's title is registered.

Title number NK448666

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (22.06.2015) PROPRIETOR: THE BOROUGH COUNCIL OF KINGS LYNN AND WEST NORFOLK of King's Court, Chapel Street, King's Lynn PE30 1EX.
- 2 (22.06.2015) The price, other than rents, stated to have been paid on the grant of the lease was £130,000.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (22.06.2015) A Transfer of the freehold estate in the land in this title and other land dated 30 March 2009 made between (1) Homes And Communities Agency and (2) Norfolk County Council contains restrictive covenants.  
  
*NOTE: Copy filed under NK389878.*
- 2 (22.06.2015) The land is subject to the rights reserved by the Transfer dated 30 March 2009 referred to above.

End of register

**These are the notes referred to on the following official copy**

Title Number NK389878

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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.

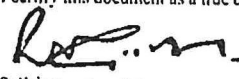
For example 'edged red'.

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.

<p>I certify this document as a true copy of the original</p>  <p>Solicitor Date: 11/3/09 BIRKETTS LLP</p>
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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: NK376556, NK320516 and NK377787
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: coloured yellow and coloured blue  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: 30 March 2009
5	Transferor: Homes and Communities Agency  <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:
6	Transferee for entry in the register: Norfolk County Council  <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:



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:  
County Hall, Martineau Lane, Norwich, Norfolk NR1 2SG

8 The transferor transfers the property to the transferee

9 Consideration

x The transferor has received from the transferee for the property the following sum (in words and figures):  
£100,000 (plus VAT of £15,000) in respect of the transfer of the Children's Centre Land and the transfer of the School Land is in consideration of the obligations contained in an Agreement dated 1 August 2006 between (1) the Transferor (2) the Transferee and (3) the Borough Council of Kings Lynn and West Norfolk ("the Agreement")

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

x 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

12.1 Definitions

12.1.1 In this Transfer, unless the context otherwise requires:-

"Access Roads"

means such roads and footpaths which are now or which may within the Perpetuity Period be constructed

"Children's Centre Land"

means that part of the Property shown coloured blue on the Plan

"Children's Centre Works"

means the construction of a Children's Centre upon the Children's Centre Land in accordance with the Children's Centre works specification produced by NPS Property Consultants and dated March 2008 as varied subsequent thereto by

	agreement between the parties (acting reasonably)
<b>"Deed of Easement"</b>	means the deed of grant of easement dated 25 February 2009 and made between (1) Homes and Communities Agency and (2) Anglian Water Services Limited
<b>"Perpetuity Period"</b>	means the period of 80 years from and including the date of this Transfer
<b>"Plan"</b>	means the plan attached to this Transfer
<b>"Property"</b>	means the School Land and the Children's Centre Land
<b>"Property Service Media"</b>	means the surface water and combined sewer overflow drainage systems which are now or which may within the Perpetuity Period be laid in, on, under or over the Property and as are referred to in the Deed of Easement
<b>"Retained Land"</b>	means the whole of the Transferor's Land excluding the Property
<b>"School Land"</b>	means that part of the Property shown coloured yellow on the Plan
<b>"School Land Works"</b>	means the construction of a primary school partly on the School Land and partly on the Children's Centre Land in accordance with the School Land works specification produced by NPS Consultants and dated March 2008 as varied subsequent thereto by agreement between the parties (acting reasonably)
<b>"Title Matters"</b>	means the matters, covenants and stipulations (so far as they are subsisting or capable of being enforced and relate to or affect the Property) contained, mentioned or referred to in  (a) the Registers of Title Numbers NK376556, NK320516 and NK377787; and  (b) the Deed of Easement.
<b>"Transferee's Successors"</b>	means the successors in title of the Transferee to the Property or any relevant part thereof to and the owners and occupiers for the time being of such property and each and every part of it
<b>"Transferor's Land"</b>	means the freehold land comprised in Title Numbers NK376556,

NK320516, NK384993 and  
NK377787

- "Transferor's Successors"** means the successors in title of the Transferor to the Retained Land or any relevant part thereof and the owners and occupiers for the time being of such property and each and every part of it
- "VAT"** means value added tax or any equivalent tax or duty which may be imposed in substitution therefor or in addition thereto at the rate applicable from time to time
- "Works"** means the School Land Works and Children's Centre Works

12.1.2 The Perpetuity Period is the perpetuity period applicable to this Transfer.

12.1.3 In interpreting this Transfer:-

- (a) words importing the singular number include the plural number and vice versa, words importing one gender include all genders;
- (b) references to clauses, sub-clauses, schedules and paragraphs unless otherwise specified mean the clauses and sub-clauses of or the schedules and paragraphs to this Transfer and headings to them are to be disregarded in interpreting this Transfer;
- (c) the schedules form part of this Transfer and are to be interpreted or construed as though they were set out in it;
- (d) if any party to this Transfer at any time comprises more than one person, any reference to the such party is deemed to refer to each such person and any obligation or liability on the part of such person takes effect as a joint and several obligation;
- (e) the words "include" and "including" are to be construed without limitation and in construing this Transfer the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;
- (f) the words "herein", "hereto" and "hereunder" refer to this Transfer as a whole and not to the particular clause, schedule, or paragraph in which such word may be used;
- (g) all references to agreements, documents or other instruments include (subject to all relevant approvals) references to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;
- (h) any covenant by the Transferor or the Transferee not to do an act or thing is deemed to include an

obligation not to permit or suffer such act or thing to be done.

**12.2 Rights Excepted and Reserved**

There are excepted and reserved out of the Property the rights set out in schedule 1.

**12.3 Subjections**

The Property is transferred subject to and, where appropriate, with the benefit of the Title Matters and the Property Service Media.

**12.4 Restrictive Covenants By The Transferee**

The Transferee with intent to bind the Property and each and every part of it covenants on behalf of itself and the Transferee's Successors with the Transferor and the Transferor's Successors for the benefit of the Retained Land and each and every part of it that the Transferee (but not so as to render the Transferee or the Transferee's Successors, as appropriate, personally liable for any breach of this covenant after the Transferee or the Transferee's Successors, as appropriate, has parted with all its interest in the Property or in that part of the Property upon which such breach is committed) will at all times hereafter perform and observe the covenants and stipulations specified in schedule 2.

**12.5 Restrictive Covenants by the Transferor**

The Transferor with intent to bind that part of the Retained Land shown coloured green on the Plan and each and every part of it, covenants on behalf of itself and the Transferor's Successors with the Transferee and the Transferee's Successors for the benefit of the Property and each and every part of it, that the Transferor, (but not so as to render the Transferor or the Transferor's Successors, as appropriate, personally liable for any breach of this covenant after the Transferor or the Transferor's Successors, as appropriate, has parted with its interest in the said Retained Land or such part of it, as appropriate) will at all times hereafter perform and observe the covenants and stipulations specified in schedule 3.

**12.6 Positive Covenants by the Transferee**

The Transferee covenants as set out in schedule 4.

**12.7 Enforcement of Transferee's Positive Covenants**

12.7.1 The Transferee covenants with the Transferor and the Transferor's Successors not to transfer or grant a lease or underlease for a term of more than 21 years or permit the assignment of any such lease or underlease of any part or the whole of the Property except to a person who has first executed a deed expressed to be made in favour of the Transferor and the Transferor's Successors by which that person covenants in the terms set out in Clause 12.6 and Schedule 4 and this Clause 12.7

12.7.2 The parties apply to the Chief Land Registrar for entry of a restriction on the Transferee's title in the

Trusts LLP  
PIP  
Trust Matters  
PIP  
Transfer

Homes and Communities  
Agency of 110, Bowditch  
Palace Road, London  
SW1W 9SA  
their conveyance.

following terms:-

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Transferor's solicitor that the provisions of Clause 12.7.1 of the Transfer dated [insert date of this transfer] made between (1) Homes and Communities Agency and (2) Norfolk County Council have been complied with or that they do not apply to the disposition."

12.7.3 Once the obligations contained in paragraphs 1 and 2 of schedule 4 have been complied with

- (a) the Transferor and the Transferee will apply to the Chief Land Registrar to have the said restriction removed from the Transferee's title;
- (b) the provisions of Clause 12.7.1 of this Transfer shall cease to have effect.

#### 12.8 Indemnity Covenant in Respect of Incumbrances

- (a) Subject to the Transferor's covenants contained in clause 12.8(b) the Transferee covenants with the Transferor by way of indemnity only and not further or otherwise that the Transferee will at all times hereafter perform and observe the Title Matters and will keep the Transferor fully indemnified from and against all actions, claims, demands, losses, costs, expenses, damages and liability in respect of any future breach or non-observance or non-performance of them.
- (b) The Transferor covenants with the Transferee that it will maintain and keep in good repair and condition the Apparatus and the Works (both expressions as defined in the Deed of Easement) to the standard as required by Anglian Water Services Limited until such time as Anglian Water Services Limited has issued a Vesting Certificate (as such expression is defined in the Deed of Easement) and will reimburse the Transferee for the amount of any costs and expenses properly incurred by the Transferee arising from any breach of this covenant.

#### 12.9 Exclusion of Section 62 Law of Property Act 1925

The parties hereby agree and declare that the Transferee is not entitled to any right or easement over the Retained Land other than those specifically granted by this Transfer and accordingly section 62 of the Law of Property Act 1925 does not apply to this Transfer.

#### 12.10 No Rights of Light and Air

Neither the Transferee nor the Transferor is entitled to any right or easement of light or air or otherwise which would or might restrict or in any way interfere with the development of the Property or the Retained Land.

#### 12.11 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed has no right under

the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**12.12 VAT**

Any sum payable or other consideration passing under or as a consequence of this Transfer is deemed to be exclusive of any VAT which may from time to time be chargeable in respect of any supply made or to be made hereunder and the party to whom the supply is being made shall pay such tax to the party making the supply upon receipt of a valid VAT invoice.

**12.13 Clawback**

In relation to the Children's Centre Land the Transferor and the Transferee hereby mutually covenant and agree that the provisions of Schedule 5 shall have effect between them.

**SCHEDULE 1**

**RIGHTS EXCEPTED AND RESERVED**

**1. PROPERTY SERVICE MEDIA**

1.1 The rights for the benefit of the Retained Land and each and every part of it and such other land intended to benefit from such rights for the Transferor and the Transferor's Successors but in common (where appropriate) with the Transferee, the Transferee's Successors, persons authorised by any of them and all others having the like right to the free and uninterrupted passage and running of water soil and other services through the Property Service Media pending adoption thereof.

**2. ACCESS TO THE TRANSFERRED PROPERTY FOR WORKS TO PROPERTY SERVICE MEDIA**

The right for the Transferor and the Transferor's Successors to exercise (in its capacity as employer for the installation of the Works as defined in the Deed of Easement) rights in similar form to those of Anglian Water Services Limited as Undertaken as set out in Clause 3 of the Deed of Easement during the defects maintenance period of this contract in relation to the said Works and prior to the operation of the Vesting Certificate as defined in the said deed. Provided that the person exercising such rights causes as little damage and inconvenience as is consistent with the proper and reasonable exercise of such exceptions and reservations and makes good all damage caused to the Property.

**SCHEDULE 2**

**TRANSFEREE'S RESTRICTIVE COVENANTS**

**1. USER**

Subject to paragraph 3 of Schedule 4 not to use the School Land otherwise than for the primary purpose of the provision of a school with or without ancillary uses (including pre-school facilities) supportive of educational and community purposes as may be agreed with the local planning authority and for no other purpose and not to use the Children's Centre Land otherwise than for the same use as the School

Land and/or for the provision of a Children's Centre ancillary to the use of the School Land or for other purposes being the same as or ancillary to the aforesaid use of the School Land.

### SCHEDULE 3

#### TRANSFEROR'S RESTRICTIVE COVENANTS

1. **USER**

Not to use that part of the Retained Land as is shown coloured green on the Plan or any part thereof other than for the purposes of a football pitch and/or playing fields and/or other open air sports facilities or play area with or without associated changing room facilities.

### SCHEDULE 4

#### TRANSFeree'S POSITIVE COVENANTS

1. **SCHOOL LAND WORKS**

1.1 With the Transferor and the Borough Council of King's Lynn and West Norfolk to take all reasonable and practical steps to carry out and complete the Works as soon as reasonably practicable and in any event to complete the School Land Works within five years after the date of this Transfer.

1.2 With the Transferor that if the School Land Works are not practicably completed within the said five year period then the Transferee will transfer back to the Transferor the Property with full title guarantee and for nil consideration and with vacant possession free from any new encumbrance created by the Transferee during its period of ownership (otherwise than arising from the Agreement or the MCA (as defined in the Agreement)) within two weeks after having received from the Transferor a notice in writing from the Transferor requesting such transfer.

2. **DRAINAGE EASEMENTS**

With the Transferor that if required for the purposes of adoption of the Property Service Media as contemplated under the Deed of Easement it will forthwith upon request by the Transferor join in an agreement with the Transferor and, Anglian Water Services Limited and others under section 104 of the Water Industry Act 1991 (or any statutory replacement thereof) for the adoption of the Property Service Media as may be required by the said Anglian Water Services Limited.

3. **FOOTPATH AND CYCLEWAY**

With the Transferor and the Borough Council of King's Lynn and West Norfolk to make available such parts of the Property adjacent to the northern and western boundaries thereof as may be required for the provision of a public footpath and cycleway pursuant to the requirements of planning permissions relating to the Works dated 17 June 2008 and to use reasonable endeavours to procure that the Transferee in its capacity as Highways Authority enters into an agreement with the Borough Council of King's Lynn and West Norfolk ("**the Council**") following the transfer to the Council of the land shown coloured green on the Plan for the construction upon the aforesaid parts of the Property and upon parts of the said land coloured green adjacent to

the northern and eastern boundaries thereof of a footpath and cycleway to adoptable standards.

## SCHEDULE 5

### CLAWBACK PROVISIONS

#### 1. DEFINITIONS

1.1 In this Schedule the following expressions shall (except where the context otherwise requires) have the meanings respectively attributed to them and the expressions defined in paragraph 1 shall have the meanings therein attributed to them:-

"Act" means

The Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) and any act or instrument or order altering amending or replacing the said Acts

"Act of Circumvention" means

any act or omission of the Transferee or transaction or series of transactions entered into by the Transferee or its successors in title with any person or persons the principal purpose or effect of which is to avoid or depress or reduce the size of any Additional Sum which might otherwise fall due to Transferor or to avoid or delay the recoverability or potential receipt in whole or part by Transferor of any Additional Sum

"Additional Sum" means

a sum in pounds sterling (exclusive of VAT) equal to the Relevant Percentage of the amount by which the Market Value of the Relevant Property exceeds its Current Use Value

"Current Use" means:

- (a) use of the Relevant Property for the purposes permitted in paragraph 1 of Schedule 2 to this Transfer; or
- (b) use for any purposes constituting or permitted by any Specified Event which occurred before the Latest Specified Event;

as the case may be

"Current Use Value" means

the price which the Relevant Property might reasonably be expected to realise on the Valuation Date upon an unconditional sale for cash in the open market at arms length by a willing seller to a willing buyer for an estate in fee simple absolute in possession with vacant possession without the benefit of the Latest Specified Event and upon the assumptions that:-

- (a) the Relevant Property may be used for the Current Use;
- (b) there has been a reasonable period for the proper



marketing of the interest prior to the Valuation Date; and

- (c) the Relevant Property is to be sold together with the rights granted by but subject to the covenants exceptions reservations and other matters contained or referred to in this Transfer or in the entries on the register of the title relating to (or including) the Relevant Property with the exception of the provisions of Clause 13.13 and this schedule of this Transfer and any entries on the register of the title relating to them insofar as they are still subsisting and relate to or affect the Relevant Property but otherwise free from onerous restrictions encumbrances covenants and conditions;

but disregarding:-

- (a) any existing or prospective planning consent for any use other than for the Current Use; and
- (b) any other factor or event which might enhance the value of the Relevant Property or any part thereof at the Valuation Date

**"Develop and Development"** shall

have the meanings respectively assigned to them by the Act

**"Disposal"** means

any disposal or dealing with the Relevant Property or part of it following a Specified Event including:-

- (a) the transfer or grant of any interest or licence over the Relevant Property or part of it; and
- (b) the variation of any interest or licence in the Relevant Property or part of it so as to permit a use other than the Current Use

but subject to the following exclusions:-

- (i) the bona fide grant or renewal of a lease or licence at arms length for a term of less than 21 years at a rack rent or licence fee without taking or receiving a premium, or the grant of an easement or other rights on terms which do not permit any use of the Relevant Property other than the Current Use; and
- (ii) a bona fide mortgage on normal commercial terms

**"Implementation"** means

in relation to any planning permission or Development constituting a Specified Event the first date upon which any works constituting or in contemplation of the proposed Development are commenced or (in relation to a change of use only) the date upon which the Relevant Property is first

used for the relevant purpose

**"Interest Rate" means**

3% above the annual base lending rate for the time being of Barclays Bank Plc

**"Judicial Proceedings" means**

any form of judicial proceedings or legal challenge including any application or appeal to the Court or any other tribunal or forum in respect of the decision act or omission of the local planning authority the Secretary of State for the Environment the Court or any other tribunal or forum including without limitation an application for judicial review

**"Latest Specified Event" means**

the planning permission or change of use or Development which constitutes the latest Specified Event relating to the Relevant Property or the relevant part of it to occur on or prior to the Valuation Date

**"Market Value" means**

the price which the Relevant Property might reasonably be expected to realise as at the Valuation Date upon an unconditional sale for cash after proper marketing at arms length by a willing seller to a willing buyer for an estate in fee simple absolute in possession with vacant possession with the benefit of the Latest Specified Event and upon the assumptions that:-

- (a) the Relevant Property may be used either for the Current Use or the use or Development permitted or constituted by the Latest Specified Event;
- (b) the Latest Specified Event is capable of immediate Implementation;
- (c) there has been a reasonable period for the proper marketing of the interest prior to the Valuation Date;
- (d) the Relevant Property is fully accessible and serviced so as to be capable of being immediately used or Developed for the use or Development permitted or constituted by the Latest Specified Event; and
- (e) the Relevant Property is to be sold together with the rights granted by but subject to the covenants exceptions reservations and other matters contained or referred to in this Transfer or in the entries on the register of the title relating to (or including) the Relevant Property with the exception of the provisions of Clause 13.13 and this schedule of this Transfer and any entries on the register of the title relating to them insofar as they are still subsisting and relate to or affect the Relevant Property but otherwise free from onerous restrictions encumbrances covenants

and conditions

but disregarding:-

- (a) any existing or prospective planning consent for a use other than the Current Use and that permitted by the Latest Specified Event; and
- (b) any other factor or event which might enhance the value of the Relevant Property or any part thereof at the Valuation Date

**"Price"** means

a sum equal to the consideration of £100,000 as stated at Panel 10 of this Transfer (exclusive of any VAT payable thereon)

**"Relevant Percentage"** means

such of the following percentage rates as shall be applicable as at the date of the relevant Specified Event :-

- (a) 100% (one hundred per cent) in respect of a Specified Event occurring during the period of 12 calendar months commencing on the date of this Transfer; and
- (b) thereafter the rate of 100% discounted by 2% (two per cent) per annum upon the expiry of each consecutive further period of 12 (twelve) months during the Relevant Period

**"Relevant Period"** means

the period of 50 (fifty) years commencing on the date of this Transfer

**"Relevant Property"** means

that part of the Property comprising the Children's Centre Land as defined in this Transfer (in the event of a Specified Event occurring in respect of the whole of the Children's Centre Land) or the part of the Children's Centre Land in respect of which a Specified Event has occurred (in the event of a Specified Event occurring in respect of part of the Children's Centre Land as the case may be)

**"Specified Event"** means

any of the following events:-

- (a) the grant of planning permission in writing in accordance with the provisions of the Act (whether in outline or in detail) for a change of use or for Development of the Relevant Property (or any part thereof) either alone or in conjunction with other premises for any purpose other than the Current Use; and
- (b) the change of use or Development of the Relevant Property (or any part thereof) either alone or in conjunction with other premises for use or

Development for any purpose other than the  
Current Use

**"Transferee's Successor" means**

for the purposes of this Schedule any person or persons to whom or in whose favour the Transferee or any mortgagee administrator receiver trustee in bankruptcy personal representative or liquidator of the Transferee shall have made a Disposal of the Relevant Property or any part or parts thereof

**"Transferor's Successor" means**

for the purposes of this Schedule any assign of the Transferor as contemplated by paragraph 6 of this Schedule

**"Valuation Date" means**

in relation to any Specified Event the earlier of:-

- (a) the date of Implementation of the relevant planning permission (or Development or change of use as the case may be) constituting or permitted by the Latest Specified Event; and
- (b) the date of completion of any Disposal of the Relevant Property or part of it first occurring after the Latest Specified Event

**2. THE PRICE AND ADDITIONAL SUM**

2.1 The parties hereby acknowledge and agree that:-

- 2.1.1 the Price has been agreed between them on the basis that neither the Relevant Property nor any part thereof shall at any time be used for any purposes other than the Current Use; and
- 2.1.2 if and on each occasion during the Relevant Period a Specified Event occurs in relation to the whole or part of the Relevant Property, then the Transferee shall on each and every such occasion (unless such sums are paid by the Transferee's Successor) pay to the Transferor an Additional Sum calculated pursuant to the provisions of paragraphs 3 and 4 of this Schedule

**3. DETERMINATION OF THE ADDITIONAL SUM**

- 3.1 During the period of one month commencing on the relevant Valuation Date the parties shall consult together and endeavour to agree the Market Value and the Current Use Value and any Additional Sum payable
- 3.2 If the parties fail to agree within the period specified in paragraph 3.1 then the Market Value or the Current Use Value or both of them (as the case may be) and any Additional Sum payable shall be determined by a chartered surveyor in accordance with the provisions of paragraph 7 of this schedule at the request of either party by service of written notice upon the other at any time after the expiration of such period

- 3.3 The Additional Sum (together with interest thereon at 3% below the Interest Rate for the period commencing on the Valuation Date until the date of agreement or determination of the Additional Sum and then at the Interest Rate for the period commencing on the date of agreement or determination of the Additional Sum and ending on the date of actual payment calculated on a daily basis but compounded with quarterly rests on the usual quarter days) shall become payable on a date being seven days from the date of agreement or determination of the Additional Sum pursuant to paragraphs 3.1 and 3.2 above

4. **NOTIFICATION OF DEVOLUTION OF INTERESTS**

The Transferee hereby covenants with the Transferor that it will within 14 days of any devolution of title or other dealing with the Property give to the Transferor written particulars thereof together with a full copy of the instrument effecting such devolution or dealing

5. **PURCHASER'S CONSEQUENTIAL OBLIGATIONS**

The Transferee shall:-

- 5.1 Give notice to the Transferor of any oral arrangement contract for or document or deed giving effect to any Disposal of the Relevant Property or any part thereof forthwith after the occurrence of any such event together with a certified copy of any such contract or document or deed or reasonable evidence of the terms of any oral arrangement
- 5.2 Supply to the Transferor copies of all applications for planning permission relating to the Property or any part of it and all material information relating to any Judicial Proceedings in relation thereto immediately they are submitted to the local planning authority the Secretary of State for the Environment any Court or any other tribunal or forum as appropriate or notified to the Transferee and will from time to time supply such further information as to the progress of any such application or of any such Judicial Proceedings as Transferor may reasonably require
- 5.3 Notify the Transferor forthwith upon the occurrence of any Specified Event in relation to the Property or any part thereof and supply copies of all consents permissions or approvals or notices in relation thereto forthwith upon receipt of the same by the Transferee
- 5.4 Not enter into any Act of Circumvention and not assist cause or permit any other party to enter into any Act of Circumvention

6. **ASSIGNMENT BY TRANSFEROR**

The Transferor shall have full right and power to assign, compromise and otherwise deal with all its interest, rights and entitlement under this Schedule and in respect of any Additional Sum payable thereunder.

7. **DISPUTE RESOLUTION**

- 7.1 All disputes differences and questions which arise between the Transferor and the Transferee concerning arising out of or connected with this Schedule shall if such dispute difference or question relates to the value of any interest in property be referred to a chartered surveyor agreed upon by

the parties but in default of agreement appointed at the request made (subject to paragraphs 3.1 and 3.2 above) at any time of either of the parties by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors ("the RICS President")

- 7.2 Any reference to such a chartered surveyor shall if the parties so agree in writing be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator
- 7.3 If the dispute is determined by an arbitrator the arbitration will be conducted in accordance with the Arbitration Act 1996 but the arbitrator will not be entitled to take the initiative in ascertaining the facts
- 7.4 If the dispute is determined by an expert then the expert will allow the parties a reasonable opportunity to make representations and counter representations to him and take reasonable account of any representations which are made and if required by either party give written reasons for his decision which shall be final and binding
- 7.5 The fees and expenses of the determination of the chartered surveyor (including the costs of his appointment) will be borne as he may direct
- 7.6 If a party fails to pay any fees and expenses the chartered surveyor directs be paid by it within a reasonable time and the other party pays them the defaulting party will reimburse the amount paid for it on demand from the paying party
- 7.7 If the chartered surveyor dies or becomes unwilling to act or incapable of acting or his determination is not made within a reasonable time after his appointment the RICS President may on the application of either party or both parties discharge him and appoint another chartered surveyor in his place
- 7.8 Any person so appointed to determine a dispute shall be of at least 10 year's professional qualification and shall be experienced in relation to property of a similar nature to the Relevant Property and in the case of a dispute arising under paragraph 3.2 above shall have knowledge of the values of property used for the Current Use and the use proposed by virtue of the Latest Specified Event

## 8. SUCCESSOR'S COVENANT

- 8.1 The Transferee hereby covenants with the Transferor that if and when during the Relevant Period the Transferee shall make a Disposal in favour of the Transferee's Successor the Transferee shall procure that the Transferee's Successor shall enter into a deed of covenant with the Transferor (jointly and severally in the case of a covenant by more than one person) and for the benefit of and so as to be enforceable by the Transferor in terms identical to the provisions of Clause 12.13 of this Transfer and under this schedule but under which the Transferee's Successor is "the Transferee" (including a covenant in identical terms to this covenant) such deed of covenant to be in a form to be agreed between the Transferor and the Transferee (both of whom shall act reasonably in that regard) to the intent that the covenants and obligations of the Transferee under Clause 12.13 of this Transfer and under this schedule of this Transfer may be enforced directly against the Transferee's Successor or any subsequent successor or estate owner by

the Transferor

- 8.2 In consideration of the covenants and obligations on the part of the Transferee's Successor the Transferor will release the Transferee from its obligations under this schedule in the said deed of covenant.

9. **REGISTRATION AGAINST TITLE**

- 9.1 The Transferee hereby covenants with the Transferor to apply for and at its own cost to procure the entry of a restriction on the Transferee's title in the following terms:

"No disposition of the registered estate by a proprietor of the registered estate is to be registered without a certificate signed by ~~the Transferor's solicitor~~ that the provisions of Clause 12.13 and Schedule 5 to the Transfer dated **[insert date of this transfer]** and made between (1) Homes and Communities Agency and (2) Norfolk County Council have been complied with or that they do not apply to the disposition"

- 9.2 The Transferee covenants to provide to the Transferor official copies of the registration referred to at paragraph 9.1 above within 10 days of completion of such registration.

10. **CONSENT TO DISPOSAL**

The Transferee shall not make any Disposal without the prior written consent of the Transferor and the Transferor hereby covenants with the Transferee and the Transferee's Successor that the Transferor and the Transferor's Successor will not unreasonably withhold its consent to any Disposal if the Transferee or the Transferee's Successor (as the case may be) shall on or before such Disposal have complied with the provisions and requirements of this Schedule (including paragraph 8) **PROVIDED ALWAYS** that it shall not be deemed to be unreasonable for the Transferor or the Transferor's Successor (as the case may be) to withhold its consent so long as any monies due and payable to the Transferor or the Transferor's Successor under the provisions of this Schedule are outstanding

11. **SERVICE OF NOTICES**

The provisions of the Law of Property Act 1925 (as amended) as to the service of notices shall apply to any notice or other document required or authorised to be given or served under this Schedule.

Homes and Communities Agency  
of 110, Buckingham Palace  
Road, London SW1W 9SA  
or their successors

1st Presentor  
1st 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 application by the transferee (such as for a restriction), it must also be executed by the transferee.

### 13 Execution

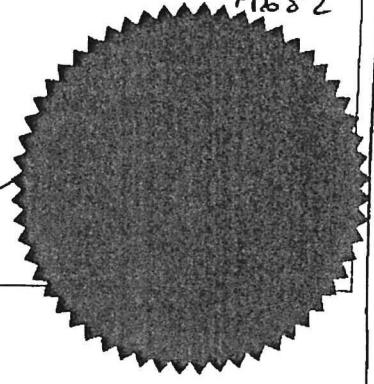
Executed as a deed by affixing the common seal of  
**HOMES AND COMMUNITIES AGENCY** in the presence of:

Common seal of Homes and Communities Agency

A682



Authorised Signatory:



Executed as a deed by affixing the common seal of  
**NORFOLK COUNTY COUNCIL** in the presence of:

Common seal of Norfolk County Council

Duly Authorised Officer

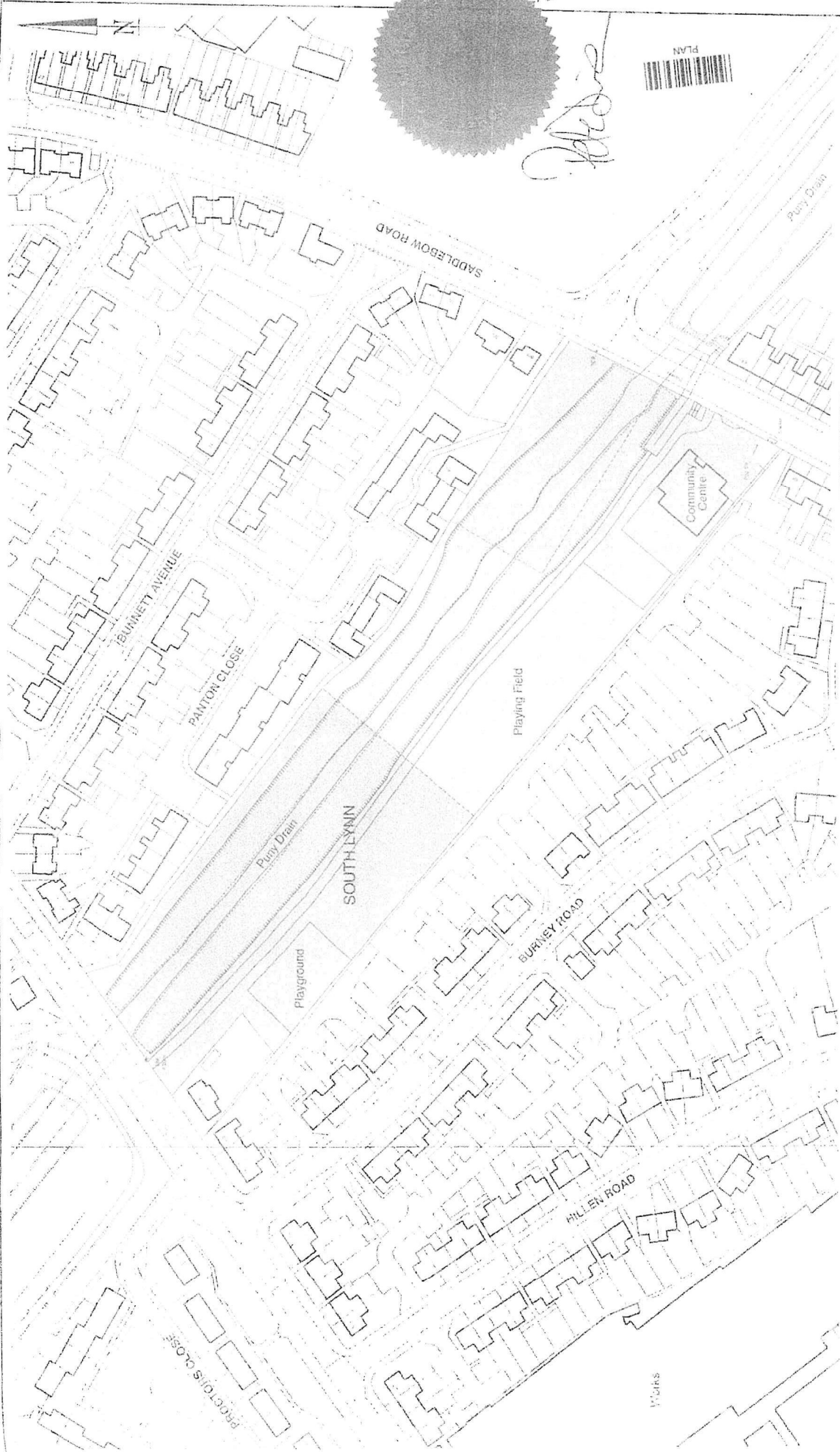
#### WARNING

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

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

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





*Plan*



Plan No. <b>PSG/3100/10</b>	This map is based on Ordnance Survey data, which is the property of Ordnance Survey and is used under license. It is not to be used for any other purpose without the prior written consent of Ordnance Survey. Ordnance Survey, 100 Brook Hill Drive, Basingstoke, Hampshire, RG24 0JN. Ordnance Survey, 100 Brook Hill Drive, Basingstoke, Hampshire, RG24 0JN. Ordnance Survey, 100 Brook Hill Drive, Basingstoke, Hampshire, RG24 0JN.	Norfolk County Council NPS Property Consultants Ltd, on behalf of Norfolk County Council, County Hall, Marneau Lane, Norwich, NR1 2SF.	
Scale: 1:1250	<b>KING'S LYNN (South Lynn) - Saddlebow Road Land Transfer</b>		
Date: OCTOBER 2003	THIS MAP IS TAKEN FROM ORDNANCE SURVEY DIGITAL DATA, NATIONAL GRID REFERENCE. TQ 6175 1859		

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

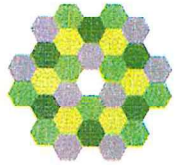
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 08 August 2022 shows the state of this title plan on 08 August 2022 at 12:44:22. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title 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. This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

HM Land Registry  
Official copy of  
title plan

Title number **NK389878**  
Ordnance Survey map reference **TF6118NE**  
Scale **1:1250**  
Administrative area **Norfolk : King's Lynn  
and West Norfolk**



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