

Dated 26th October 2023

MID SUFFOLK DISTRICT COUNCIL

and

SUFFOLK COUNTY COUNCIL

and

BLACKACRE (GREAT BLAKENHAM) LTD

and

PORT ONE (UNITS 7 TO 10) LIMITED

and

SECURE TRUST BANK PLC

DEED OF VARIATION

under Section 106 and 106A of the Town and Country Planning Act 1990
relating to land at Blackacre Hill, St James Business Park, Bramford Road,
Great Blakenham, Suffolk

Mid Suffolk District Council Planning Application Reference Number
DC/22/05259

THIS DEED OF VARIATION is made the 26th day of October 2023

BETWEEN

1. **MID SUFFOLK DISTRICT COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("**the District Council**").
2. **SUFFOLK COUNTY COUNCIL** of Endeavour House 8 Russell Road Ipswich Suffolk IP1 2BX ("**the County Council**").
3. **BLACKACRE (GREAT BLAKENHAM) LIMITED** (Company Registration Number 09247071) whose registered address is at The Octagon Suite E2, 2nd Floor, 17 Middleborough, Colchester, Essex, England, CO1 1TG ("**the First Owner**").
4. **PORT ONE (UNITS 7 TO 10) LIMITED** (Company Registration Number 13944886) whose registered office is at Suite E2, Floor 2, the Octagon, 27 Middleborough, Colchester CO1 1TG ("**the Second Owner**").
5. **SECURE TRUST BANK PLC** (Company Registration Number 00541132) whose registered office is Arleston Way, Solihull, B90 4LH ("**the Chargee**").

BACKGROUND

- A. The District Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is located and the authority by whom the obligations contained in this Deed are enforceable.
- B. The County Council is also a local planning authority for the purposes of the TCPA 1990 for the area in which the Site is located (and is also the local highways authority) by whom the obligations contained in this Deed are enforceable.
- C. On 16 November 2016 the District Council (1) the County Council (2) the First Owner (3) Lendinvest Private Finance General Partners Limited (Company Registration Number 07156408) (4) and Lendinvest Capital S.A.R.L (being a company incorporated in Luxembourg) (5) entered into the Principal Section 106 Agreement for the purpose of securing specific planning obligations against the Site and on 12 April 2019 the District Council (1) the County Council (2) the First Owner (3) NZ Investments Limited (4) Saturn Real Estate 2 S.A.R.L (5) Port One (FDS) Ltd (6) and Arum Capital Limited (7) entered into the First Deed of Variation and on 12 February 2021 the District Council (1) the County Council (2) the First Owner (3) NZ Investments Limited (4) Saturn Real Estate 2 S.A.R.L (5) Port One (FDS) Ltd (6) and Arum Capital Limited (7) entered into the Second Deed of Variation.
- D. Following completion of the Principal Section 106 Agreement the District Council issued the Initial Planning Permission.
- E. The First Owner is the proprietor of the First Property.
- F. The Second Owner is the proprietor of the Second Property.
- G. The Chargee is the registered proprietor of (i) a charge and debenture dated 12 January 2023 over that part of the First Property comprising Title Numbers SK286697, SK241032, SK237982, SK408772 and SK408771 (ii) a charge and

debenture dated 25 January 2023 over that part of the First Property comprising the Ancillary Transfer Land and (iii) a charge and debenture dated 27 June 2022 over the Second Property (collectively known as "the Security") and is a party to this Deed for the purpose of confirming its consent to the First Property being bound by the planning obligations set out below.

- H. On 9 September 2020 the First Owner submitted the (First) Section 73 Application to the District Council seeking permission to vary Conditions 20 and 26 of the Existing Planning Permission.
- I. On 21 October 2022 the First Owner submitted the (New) Section 73 Application to the District Council seeking permission to vary Condition 22 of the Existing Planning Permission.
- J. On 15 April 2021 the District Council (1) the County Council (2) the First Owner (3), Blakenham Woodland Garden (4), The Right Honourable Viscountess Marcia Persephone Blakenham and the Honourable Caspar John Hare as Personal Representatives of the Right Honourable Michael John Viscount Blakenham (5) and Octopus Real Estate S.A.R.L (6) entered into the (Third) Deed of Variation, following which the Existing Planning Permission was issued.
- K. The District Council has resolved to approve the (New) Section 73 Application and issue the (New) Section 73 Planning Permission **SUBJECT TO** the prior completion of this Deed (without which the Section 73 Planning Permission would not be issued).
- L. The District Council and the County Council consider that the obligations contained in this Deed are necessary to make the Amended Development acceptable in planning terms and are directly related to the Amended Development, are fairly and reasonably related in scale and kind to the Amended Development and comply with the authorities' policies in relation to section 106 of the TCPA 1990.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1 In this Deed the following words and expressions shall (unless the context otherwise requires) have the following meanings:

"the Ancillary Transfer"	means a transfer dated 25 January 2023 made between The Right Honourable Viscountess Marcia Persephone Blakenham and the Honourable Caspar John Hare as Personal Representatives of the Right Honourable Michael John Viscount Blakenham (1) and the First Owner (2) a copy of which is annexed hereto.
"the Ancillary Transfer Land"	the land pending registration transferred pursuant to the Ancillary Transfer

"the (First) Amended Development"	means the "Development" described in the (First) Section 73 Planning Permission.
"the Amended Development"	means the development of the Site described in the (New) Section 73 Planning Permission.
"First Property"	means the part of the Site which comprises (i) the land registered at the Land Registry with freehold title absolute under Title Number SK286697 and (ii) the land in Title Numbers SK241032 and SK237982 and (iii) the land in Title Number SK408772 and (iv) the land in Title Number SK408771 and (v) the land in Title Number SK417195 and (vi) the Ancillary Transfer Land and is shown for identification purposes edged red on Plan 1 to the extent that it forms part of the Site.
"Initial Planning Permission"	means the outline planning permission for the Development issued by the District Council on 17 November 2016 in respect of planning application reference number DC/16/2351 as varied by planning permission reference number DC/17/1755 dated 29 October 2018, and planning permission reference number DC/20/03891 dated 17 February 2021
"Owners"	means the First Owner and the Second Owner
"the Parties"	means the parties to this Deed and "Party" shall be construed accordingly.
"the (First) Deed of Variation"	means the deed of variation dated 12 April 2019 made between the District Council (1) the County Council (2) the First Owner (3) NZ Investments Limited (4) Saturn Real Estate 2 S.A.R.L (5) Port One (FDS) Ltd (6) and Arum Capital Limited (7).
"the (Second) Deed of Variation"	means the deed of variation dated 12 February 2021 made between the District Council (1) the County Council (2) the First Owner (3) Port One (FDS) Ltd (4) Europa Holdings (UK) Ltd (5) Port One (Unit One) Ltd (6) Octopus Real Estate S.A.R.L, (7) Fitzrovia Finance Security Ltd (8) and Property & Funding Solutions Ltd (9).
"the (Third) Deed of Variation"	means the deed of variation dated 15 April 2021 made between the District Council (1) the County Council (2) the First Owner (3) the Blakenham Woodland Garden (4) The Right Honourable Viscountess Marcia Persephone Blakenham and the Honourable Caspar John Hare as Personal Representatives of the Right Honourable

Michael John Viscount Blakenham (5) and Octopus Real Estate S.A.R.L (6)

- "the Existing Planning Permission"** means the outline planning permission for the development of the Site issued by the District Council on 15 April 2021 with reference number DC/20/01175.
- "the Principal Section 106 Agreement"** means the agreement dated 16 November 2016 entered into by the District Council (1) the County Council (2) the First Owner (3) Lendinvest Private Finance General Partners Limited (Company Registration Number 07158408) (4) and Lendinvest Capital S.A.R.L (being a company incorporated in Luxembourg) (5) pursuant to section 106 of the TCPA 1990 for the purpose of securing specific planning obligations against the Site as varied by the First Deed of Variation, the Second Deed of Variation and the Third Deed of Variation.
- "Second Property"** Means the part of the Site registered at the Land Registry and comprised in Title Numbers SK416856, SK416833, SK416720 and SK416686
- "Site"** means the land shown edged red on Plan 2
- "the (First) Section 73 Application"** means the application to vary Conditions 20 and 26 of the Initial Planning Permission which was validated by the District Council on 10 September 2020 under planning application reference number DC/20/03891.
- "the (New) Section 73 Application"** means the planning application for the Amended Development reference DC/22/05259.
- "the (First) Section 73 Planning Permission"** means the outline planning permission for the (First) Amended Development which was issued by the District Council pursuant to the (First) Section 73 Application on 17 February 2021, with reference DC/20/03891.
- "the (New) Section 73 Planning Permission"** means the planning permission for the Amended Development reference DC/22/05259 which is to be issued by the District Council pursuant to the (New) Section 73 Application
- "Section 73 Consent"** means any planning permission granted pursuant to section 73 of the TCPA 1990 which varies and/or removes any condition to which the Initial Planning Permission, the Existing Planning Permission and/or to which such planning permission granted pursuant to section 73 of the TCPA 1990 was granted.

"the TCPA 1990"

means the Town and Country Planning Act 1990.

"Working Day"

means any day from Monday to Friday (inclusive) which is not a statutory bank holiday and **"Working Days"** shall be construed accordingly.

1.2 In this Deed:

- a) Unless otherwise stated all defined terms shall have the same meanings as those designated in the Principal Section 106 Agreement.
- b) The clause headings shall not affect the interpretation of this Deed.
- c) A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- d) Unless the context otherwise requires words in the singular shall include the plural and vice versa.
- e) Unless the context otherwise requires a reference to one gender shall include a reference to all other genders.
- f) A reference to any party shall include that Party's representatives, successors or permitted assigns and in the case of the District Council and the County Council any successor(s) to their respective statutory functions.
- g) A reference to a statute or statutory provision shall include a reference to:
 - (1) that statute or statutory provision as from time to time amended, extended, re-enacted, consolidated or replaced; and
 - (2) any orders, regulations, instruments, or other subordinate legislation made under that statute or statutory provision whether before or after the date of this Deed.
- h) Unless the context otherwise requires any reference to a recital, clause, sub-clause, schedule, paragraph, or appendix (if any) shall be a reference to any recital, clause, sub-clause, schedule, paragraph, or appendix of this Deed.
- i) Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990 and contains planning obligations pursuant to the TCPA 1990 which shall be binding on the First Property and the Second Property and enforceable by both the District Council and County Council (as appropriate) against the First Owner the Second Owner and the Chargee respectively.
- 2.2 Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the TCPA 1990 they are entered into pursuant to the powers contained in:

(a) section 111 of the Local Government Act 1972

(b) section 1 of the Localism Act 2011; and

(c) all other enabling powers.

- 2.3 The Parties acknowledge that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 relating to planning obligations are satisfied.

3. VARIATION TO THE PRINCIPAL SECTION 106 AGREEMENT

3.1 This Deed is a deed and may be modified or discharged in part or in total at any time after the date of this Deed by deed between the Parties in the form of a deed.

3.2 **IT IS AGREED** that this Deed shall be read and construed as if the terms and provisions of the Principal Section 106 Agreement were incorporated (and set out in full) in this Deed but varied by the provisions set out in the Schedule.

3.3 For the avoidance of doubt the Parties agree the Principal Section 106 Agreement shall remain in full force and effect in respect of the Initial Planning Permission and Existing Planning Permission save as expressly varied by this Deed.

3.4 Where any obligation under the Principal Section 106 Agreement has been complied with that obligation shall be deemed to have been complied with under the Principal Section 106 Agreement as varied by this Deed.

4. CONDITIONALITY

4.1 **IT IS FURTHER AGREED** that **WITH THE EXCEPTION OF:**

- (a) Clause 3 (variation to the Principal Section 106 Agreement);
- (b) Clauses 5 (the Owners' covenants);
- (c) Clauses 6.1 and 6.2 (the District Council's covenants);
- (d) Clause 7.1 (the County Council's covenant);
- (e) Clauses 9.1, 9.2, and 9.3 (Chargees' consents);
- (f) Clause 10.1 (local land charge);
- (g) Clause 11.1 (notices);
- (h) Clause 12.1 (VAT);
- (i) Clause 13.1 (legal costs);
- (j) Clause 14.1 (third party rights);
- (k) Clause 15.1 (governing law)

which shall have immediate effect from the date of completion of this Deed no part of this Deed shall be effective or enforceable **UNLESS AND UNTIL**

the (New) Section 73 Planning Permission has been issued by the District Council;

- 4.2 IF the (New) Section 73 Planning Permission shall expire prior to Commencement of Development or shall at any time be quashed or revoked without the consent of the Parties THEN the provisions of this Deed shall forthwith determine and cease to have effect with the exception of this Clause 4.2 AND on receiving a written request from the First Owner and/or the Second Owner the District Council shall ensure that any entry in the local land charges register referring to this Deed made in accordance with Clause 9.1 below shall be removed forthwith.

5. THE OWNER'S COVENANTS

5.1 The First Owner covenants with the District Council and the County Council (save as disclosed prior to the date of this Agreement):

(a) that it is the registered proprietor of the First Property and no relevant party other than the First Owner and the Chargee has an interest in the First Property whose consent is necessary in order to make this Deed binding on the First Property;

(b) to observe and perform the obligations on the part of the Owner set out in the Principal Section 106 Agreement as varied by this Deed as far as those obligations affect the First Property; and

5.2 The Second Owner covenants with the District Council and the County Council (save as disclosed prior to the date of this Agreement):

(a) that it is the registered proprietor of the Second Property and no relevant party other than the Second Owner in the Second Property whose consent is necessary in order to make this Deed binding on the Second Property;

(b) to observe and perform the obligations on the part of the Owner set out in the Principal Section 106 Agreement as varied by this Deed as far as those obligations affect the Second Property; and

6. THE DISTRICT COUNCIL'S COVENANTS

6.1 The District Council covenants with each of the Owners to observe and perform the obligations on its part set out in the Principal Section 106 Agreement as varied by this Deed.

6.2 The District Council covenants that it shall issue the (New) Section 73 Planning Permission as soon as reasonably practicable following completion of this Deed and in any event within three (3) Working Days of its completion.

7. THE COUNTY COUNCIL'S COVENANTS

7.1 The County Council covenants with each of the Owners to observe and perform the obligations on its part set out in the Principal Section 106 Agreement as varied by this Deed.

8. CONTINUATION OF THE TERMS OF THE PRINCIPAL SECTION 106 AGREEMENT

8.1 The District Council, the County Council, and each of the Owners agree and hereby covenant that with effect from the date of Commencement of Development under the (New) Section 73 Planning Permission:

(a) the Principal Section 106 Agreement (as amended in accordance with Clause 3.2 above) shall be read and construed as if references to the Planning Permission are references to the (New) Section 73 Planning Permission; and

(b) the terms of the Principal Section 106 Agreement (as amended in accordance with Clauses 3.2 and 8.1(a) above) shall continue in full force and effect in relation to the Amended Development.

8.2 If any Section 73 Consent is granted after the date of this Deed:-

8.2.1 The planning obligations in this Deed shall automatically relate to and bind such Section 73 Consent from the date of the grant of the Section 73 Consent (in addition to continuing to bind the Site in respect of the Initial Planning Permission, the Existing Planning Permission, the (First) Section 73 Planning Permission and the (New) Section 73 Planning Permission) without the need to enter into any subsequent deed of variation or new deed pursuant to section 106 or section 106A of the TCPA 1990.

9. THE CHARGEES' CONSENTS

9.1 The Chargee hereby consents to the First Owner and the Second Owner entering into this Deed and agrees to be bound by it and agrees that the Security shall take effect **SUBJECT TO** the provisions of this Deed **PROVIDED THAT** the Chargee shall otherwise have no liability under this Deed unless that Chargee takes possession of the First Property and the Second Property in which case such Chargee will be bound by the obligations as if it were a person deriving title from the First Owner and the Second Owner.

10. LOCAL LAND CHARGE

10.1 As soon as reasonably practicable following its completion this Deed shall be registered by the District Council as a local land charge.

11. NOTICES

11.1 The addresses for service of any notices or other written communication in accordance with this Deed shall be as set out at the head of this Deed **SAVE THAT:-**

(i) the address for the District Council shall be *The Professional Lead, Growth and Sustainable Planning, Mid Suffolk District Council, Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX.* and

(ii) any notice to be served on any of the Owners shall also be sent to the addresses set out at the front of this document; and

(iii) any notice to be served on the County Council shall be marked for the attention of the Executive Director for Growth Highways and Infrastructure.

12. VALUE ADDED TAX

12.1 All considerations given to the District Council and the County Council in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13. LEGAL COSTS

13.1 The First Owner shall no later than the date of completion of this Deed pay the reasonable and proper legal costs incurred by the District Council and the County Council in its negotiation, preparation and completion.

14. THIRD PARTY RIGHTS

14.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

15. GOVERNING LAW

15.1 This Deed any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

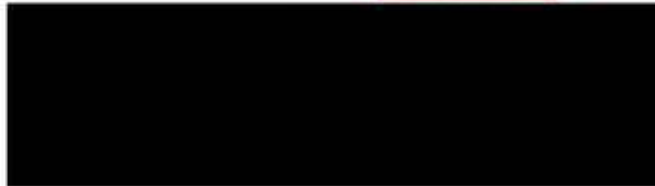
SCHEDULE

The terms of the Principal Section 106 Agreement shall be varied as follows:

- 1) The new definitions as set out at Clause 1.1 of this Deed shall be inserted (and any equivalent definitions in the Principal Section 106 Agreement shall be deleted).

IN WITNESS the Parties have executed this Deed the day and year first before written.

THE COMMON SEAL OF MID SUFFOLK)
DISTRICT COUNCIL was affixed in the)
presence of:)



Authorised Officer

THE COMMON SEAL OF SUFFOLK)
COUNTY COUNCIL was affixed in the)
presence of:)



Authorised Officer

EXECUTED as a DEED by
BLACKACRE (GREAT BLAKENHAM)
LIMITED acting by one director in the
presence of a witness

)
)
)
)

MATTHEW SLATER
PRINT NAME - DIRECTOR

[REDACTED]
SIGNATURE

SHARNE PEARCE
PRINT NAME - WITNESS

[REDACTED]
SIGNATURE

[REDACTED]
ADDRESS AND OCCUPATION OF WITNESS

Administrator

EXECUTED as a DEED by
PORT ONE (UNITS 7 TO 10) LIMITED
acting by one director in the presence
of a witness

)
)
)
)

MATTHEW SLATER
PRINT NAME - DIRECTOR

[REDACTED]
SIGNATURE

SHARNE PEARCE
PRINT NAME - WITNESS

[REDACTED]
SI

[REDACTED]
ADDRESS AND OCCUPATION OF WITNESS

Administrator

Executed as a deed by)

SECURE TRUST BANK PLC)
acting by two duly appointed)
Attorneys under a Power of)
Attorney dated 14 December)
2022)

)

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Attorney

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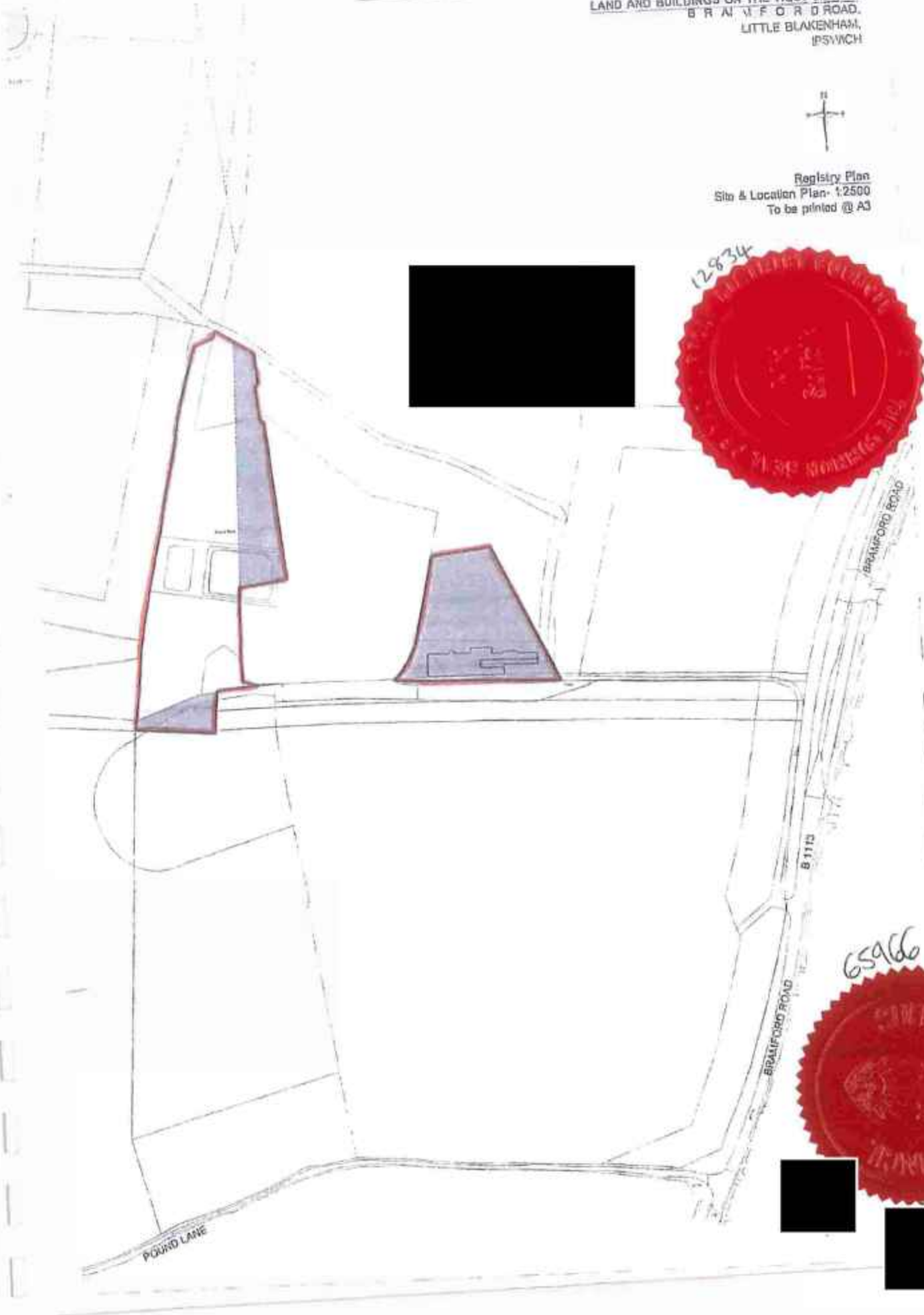
Attorney

PLAN 1

LAND AND BUILDINGS ON THE WEST SIDE OF
B R A I V E F O R D ROAD,
LITTLE BLAKENHAM,
IPSWICH



Registry Plan
Site & Location Plan - 1:2500
To be printed @ A3



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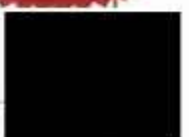
PLAN 2



barefoot gilles		1:1250		1000 DE 10/01		PLANNING	
Prof. Dr. Gerd Blumhagen Gerd Blumhagen Gerd Blumhagen Gerd Blumhagen		1:1250		1000 DE 10/01		PLANNING	
Prof. Dr. Gerd Blumhagen Gerd Blumhagen Gerd Blumhagen Gerd Blumhagen		1:1250		1000 DE 10/01		PLANNING	



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

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

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

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

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

Complete as appropriate where the transferor is a company.

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

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

1	Title number(s) out of which the property is transferred: SK109780 and SK412671 (pending)
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land on The West Side of Bramford Road, Great and Little Blakenham</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: Edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 25 January 2023
5	<p>Transferor: THE RIGHT HONOURABLE VISCOUNTESS MARCIA PERSEPHONE BLAKENHAM & THE HONOURABLE CASPAR JOHN HARE as Trustees of The Right Honourable Michael John Viscount Blakenham Will Trust and THE HONOURABLE CASPAR JOHN HARE</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register: BLACKACRE (GREAT BLAKENHAM) LTD</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09247071</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JD lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

7	Transferee's intended address(es) for service for entry in the register: The Octagon Suite E2, 2nd Floor, Middleborough, Colchester, Essex, England, CO1 1TG; and Unit 7 Pegasus, Orion Avenue, Great Blakenham, Ipswich, IP6 0LW
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): TWO MILLION FIVE HUNDRED AND THIRTY FIVE THOUSAND POUNDS (£2,535,000) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee In respect of the First Transferor limited title guarantee and in respect of the Second Transferor full title guarantee
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:

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.

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12. Additional provisions

12.1. Definitions

The following definitions and rules of interpretation apply in this transfer:

Approved Drawing: the attached drawing by Barefoot & Gilles ref:1823 SK10-1081 rev E

Area H: the land shown edged blue and marked "H" on the Approved Drawing

Buildings 5 and 11 mean the buildings so marked on the Approved Drawing.

Bund Specification: the specification attached.

Bund Works: the creation of a bund which is at least 45 metres Above Ordnance Datum (AOD) level at the highest point running continually along the peak (at a continuous height of not less than 45 metres AOD on the ridgeline as shown on the Approved Drawing) on the area shown edged mauve and marked G on the Approved Drawing in accordance with the Bund Specification.

Conditions for Entry: the conditions to which any right to enter granted in this transfer is subject, which are that the right shall be subject to the person exercising the right:

- a) effecting entry at a reasonable time (or at any time in an emergency);
- b) giving reasonable notice to the person whose premises are being entered (but no notice needs be given in an emergency);
- c) causing as little damage as reasonably possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered.

26 January 2023

D1 Option: the option agreement dated 11/1/23 made between the parties in respect of Plot D1.

Deed of Covenant: a deed of covenant in favour of the Transferor or the owner or owners from time to time of the Transferor's Retained Land or any part of it containing covenants in the same terms as those given by the Transferee in clause 12.7 of this transfer with such reasonable modifications as the parties may agree, such agreement not to be unreasonably withheld or delayed.

Disposal: an assent or transfer of the whole or substantially the whole of the Property but excluding a Permitted Disposal.

Eco Wall: an Eco Wall (or product of equivalent or better specification for the primary purpose of sound reduction) in the areas shown on the Approved Drawing (or such other locations as are approved by the Transferor such approval not to be unreasonably withheld or delayed where the revised location will be equally or more effective in terms of sound reduction) and each to the specification annexed to this Transfer (allowing for such de minimis variations as the Transferee shall in its reasonable discretion make).

Fencing Works: the erection of the Eco Wall.

First Property: the part of the Property shaded blue on the Plan.

First Transfer: the transfer of land dated 9 June 2021 made between (1) The Right Honourable Viscountess Marcia Persephone Blakenham & The Honourable Caspar John Hare as Personal Representatives of the Right Honourable Michael John Viscount Blakenham Will Trust and (2) Blackacre (Great Blakenham) Ltd.

First Transferor: The Right Honourable Viscountess Marcia Persephone Blakenham & The Honourable Caspar John Hare as Personal Representatives of the Right Honourable Michael John Viscount Blakenham Will Trust.

Ground and Infrastructure Works: ground and infrastructure works limited to:-

- a) Earth works;
- b) Cut and fill works;
- c) Ground Improvement works;
- d) Service and utility installation; and
- e) Building footings/foundation works.

Permitted Disposal: a transfer or assent of any commercial unit (and its ancillary facilities) which has been constructed (or is in the process of being constructed) on any part of the Property or the site of an undeveloped commercial unit (but which in each case does not include roads or other estate infrastructure (other than drains or other services) which are used (or to be used) in common with other parts of the Property or the adjoining development known as Port One Great Blakenham) or the creation of any legal charge, debenture or other form of security or the grant of easements or rights, transfer, lease or dedication of any part of the Property to (a) a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990 or (b) a highways authority to comply with highways requirements or in connection with the adoption or dedication of public

highway or (c) a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services

Plan: the plan attached to this transfer marked "Plan"

Planning Permission: the planning permission granted pursuant to the Transferee's planning application for development of the Property and other land in accordance with the Approved Drawing.

Plot D1: the "Property" as defined in the D1 Option.

Prior Transfers: each of:

- a) the First Transfer;
- b) the Second Transfer;
- c) the transfer of land dated 13 July 2022 made between (1) The Honourable Caspar John Hare and (2) Blackacre (Great Blakenham) Ltd; and
- d) the transfer of land dated 13 July 2022 made between (1) The Blakenham Woodland Garden and (2) Blackacre (Great Blakenham) Ltd;

Reservations: the rights excepted and reserved to the Transferor in clause 12.4.

Rights: the rights granted by the Transferor to the Transferee in clause 12.3.

Second Property: the part of the Property shaded yellow on the Plan.

Second Transfer: the transfer of property dated 2 November 2021 made between (1) the Right Honourable Viscountess Marcia Persephone Blakenham and the Honourable Caspar John Hare as Personal Representatives of the Right Honourable Michael John Viscount Blakenham Will Trust and (2) the Honourable Caspar John Hare.

Second Transferor: the Honourable Caspar John Hare.

Title matters: the following insofar as they affect the Property:

- a) the matters, contained or referred to in the property and charges registers of title number SK109780 as at 15:26:17 on 23 December 2021; and
- b) the deed of rectification dated 4 March 2021 made between (1) the Right Honourable Viscountess Marcia Persephone Blakenham and the Honourable Caspar John Hare as Personal Representatives of the Right Honourable Michael John Viscount Blakenham Will Trust and (2)

Scottish Power Renewables (UK) Limited; and

c) the Prior Transfers.

Transferor's Retained Land:

- a) In respect of the First Transferor the freehold property at the West side of Bramford Road, Great and Little Blakenham being the remainder of the land (excluding the Property) registered at HM Land Registry with title absolute under title numbers SK109780, SK253217, SK283779 & SK202024; and
- b) In respect of the Second Transferor the freehold property at the West side of Bramford Road, Great and Little Blakenham being the remainder of the land (excluding the Property) registered at HM Land Registry with title absolute under title number SK412671 (pending)

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

South-Western Section: the area of land (forming part of the Property and adjoining land owned by the Transferee) shown for indicative purposes on the Approved Drawing as Buildings 5 and 11 (including service areas attached to each unit).

South-Western Units: any building which may from time to time be constructed on the South-Western Section or any part.

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

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

12.1.3. Save where expressly stated otherwise a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.1.4. A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory

provision.

- 12.1.5. Clause headings shall not affect the interpretation of this transfer.
- 12.1.6. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 12.1.7. Subject to clauses 12.1.16 and 12.1.17, where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.
- 12.1.8. The Reservations are excepted and reserved from this transfer for the benefit of the Transferor's Retained Land.
- 12.1.9. The Reservations may be exercised by the Transferor notwithstanding that the exercise of any of the Reservations or any works carried out pursuant to them may result in a reduction in the flow of light or air to the Property.
- 12.1.10. The Reservations shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.
- 12.1.11. The Rights shall be construed as extending to the Transferee, its successor in title and all persons authorised by them or otherwise entitled to exercise the Rights.
- 12.1.12. The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as

expressly mentioned in or created by this transfer.

12.1.13. The Transferee shall not be liable for any breach of the covenants referred to in clause 12.5 arising after the Transferee has parted with all interest in the Property.

12.1.14. The Transferee shall not be liable for any breach of the covenants referred to in clause 12.7 arising after the Transferee parted with all interest in the Property and (save in respect of any Permitted Disposal) has procured a Deed of Covenant in accordance with clause ~~12.7(a)~~ 12.5.1 (g) h/rh

12.1.15. This transfer is supplemental and collateral to the First Transfer and the parties have agreed to vary the First Transfer on the terms set out in this Transfer.

12.1.16. Any reference to the Rights, Reservations and covenants under this transfer in relation Property are granted or reserved by or for the First Transferor only in so far as they relate to the First Property and by or for the Second Transferor only in so far as they relate to the Second Property. References to the Property and the Transferor throughout should be construed accordingly.

12.1.17. Any reference to the Rights, Reservations and covenants under this transfer in favour of the Property over the Transferor's Retained Land are granted or reserved by or for the First Transferor and Second Transferor only in so far as that party owns the relevant parcel of the Transferor's Retained Land. References to the Transferor's Retained Land and the Transferor throughout should be construed accordingly.

12.2. Area H

12.2.1. The Transferor and the Transferee agree that for the purpose of this transfer none of the obligations, covenants or provisions contained herein shall in any way prevent or restrict the erection of the South Western Units in accordance with the terms of this transfer on Area H or any adjoining land owned by the Transferee.

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

12.3. Rights granted for the benefit of the property

12.3.1. The Transferor grants to the Transferee for the benefit of the Property:

- a) the right of support and protection to the Property and any building from time to time on the Property from the adjoining parts of the Transferor's Retained Land;
- b) the right to use any part of the Property as the Transferee thinks fit, or to build on or develop any part of the Property, notwithstanding that any such use or works interfere with, or obstruct, light and air enjoyed by the Transferor's Retained Land;
- c) the right to connect into (at point X), maintain and repair the existing water culvert currently situate in the approximate location between points X and Y on the Approved Drawing together with the right to the free passage and running of storm and waste water through the existing drains and culvert from the Property PROVIDED THAT the right granted shall be limited to the amount of the greenfield run off rate, the Transferee shall not overload the drain and the Transferor retains the right to temporarily interrupt the drainage route and to build over the drain or culvert for the purposes of agriculture or development provided that such interruption shall be kept to a minimum;
- d) subject to compliance with the Conditions for Entry, the right to enter those parts of the Transferor's Retained Land as are reasonably necessary and with or without agents, professional advisers, workmen, vehicles and equipment in order to:
 - i) inspect or carry out works to the Property;
 - ii) execute the Bund Works, the Fencing Works and the Ground and Infrastructure Works or any part of them;
 - iii) inspect and maintain the Eco Wall and the Bund Works;
 - iv) remove and/or divert electrical cabling

running across the Property to and from the Transferor's Retained Land; and

- v) connect into, alter, add to, maintain and replace the culvert referred to at clause 12.3.1(c).

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

12.4. Rights reserved for the benefit of the Transferor's Retained Land

12.4.1. The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Retained Land:

- a) the right to use any part of the Transferor's Retained Land as the Transferor thinks fit, or to build on or develop any part of the Transferor's Retained Land, notwithstanding that any such use or works interfere with, or obstruct, light and air enjoyed by the Property;
- b) the right of support and protection to the Transferor's Retained Land and any building on the Transferor's Retained Land from the Property within twenty-one (21) years of the date of this transfer to the extent that such support and protection exists at the date of this transfer;
- c) a right to enter onto the part of the Property which is subject to the Bund Works and carry out the tree works referred to at clause 12.7.1 (i) and (j) below in the event that the Transferor has served written notice on the Transferee of its breach of the terms of this transfer and the Transferee has failed to rectify the same within 3 months;
- d) a right to enter onto the part of the Property which is subject to the Bund Works after the fifth anniversary of this transfer in order to remove dead trees, lop and fell as necessary and to maintain and replant trees PROVIDED THAT the Transferee first consents to the works (such consent not to be unreasonably

withheld or delayed), the works are carried out in accordance with the Transferee's reasonable requirements and all such works shall be at the Transferor's cost; and

- e) subject to the completion of the sale and purchase of Plot D1 pursuant to the D1 Option the right to connect into and use at all times and for all purposes the service roads on the Property including a right to connect up to and use the estate road between buildings 11 and 12 on the Approved Drawing (the "Estate Road") and to enter onto the Property and make the necessary connections in accordance with the Transferee's reasonable requirements.

include words of covenant.

12.5. Restrictive covenants by the Transferee

12.5.1. The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- a) not to erect any building or structure on the South-Western Section which exceeds at any point the ridge heights for the indicative units shown on the Approved Drawing (being no higher than 42 metres AOD) and no parts of the buildings may exceed those respective heights other than aerials and safety harness or "Mansafe" equipment;
- b) not to construct or permit estate roads, parking areas and service yards for Buildings 5 and 11 on the Northern, Western and Southern sides of the those buildings or between those units (so that estate roads, parking areas and service yards shall be located to the East of each of Buildings 5 and 11) provided that the construction and use of a parking area on (i) the North Eastern corner of Building 5 and (ii) the South Eastern corner of Building 6 each in the location shown on the Approved Drawing and the erection of an accessway for the purpose of cleaning,

maintenance and fire tender access along the Northern, Western and Southern boundaries of Buildings 5 and 11 shall not be in breach of this clause;

- c) not to permit the use by vehicles of any and all roads constructed on the Northern, Western or Southern sides of Buildings 5 and 11 other than use for the purposes of inspection, cleaning, maintenance, demolition, reconstruction, alterations or redevelopment of the Property, and emergency access provided that the construction and use of a parking area on (i) the North Eastern corner of Building 5 and (ii) the South Eastern corner of Building 6 each in the location shown on the Approved Drawing shall not be in breach of this clause;
- d) not to permit external lighting for roads, parking areas, service yards and other external areas on the South-Western Section other than on the Eastern side of Buildings 5 and 11 and no such lighting is permitted other than down lighting with shielding that allows no light emission above a horizontal plane and which is no higher than 10 metres above ground level provided that the installation of emergency lighting approved by the Transferor (acting reasonably) on the Northern, Western and Southern boundaries of Buildings 5 and 11 and emergency street lighting on the Northern and Southern boundaries of the South Western Section which is approved by the Transferor (acting reasonably) shall not be in breach of this clause;
- e) not to use the Property for any purpose other than those permitted under use classes B1, B2 and/or B8 of the Town and Country Planning (Use Classes) Order 1987 (as amended and in force as at 1 July 2020 and ancillary uses; and
- f) in carrying out the Bund Works not to allow any soil from the Bund Works onto the Transferor's Retained Land
- g) not to make any Disposal of the whole or any part of the Property without first procuring that the donee enters into a Deed of Covenant with, and supplies the same to, the

owner or owners from time to time of the Transferor's Retained Land or any part of it; and

Include words of covenant.

12.6. Restrictive covenants by the Transferor

None.

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

12.7. Positive covenants by the Transferee

12.7.1. The Transferee covenants with the Transferor:

- a) to carry out and complete the Fencing Works prior to the commencement of the construction of any South-Western Unit (but for the avoidance of doubt this shall not preclude the prior execution of the Ground and Infrastructure Works);
- b) following completion of the Fencing Works to maintain the Eco Wall in good repair and condition;
- c) to carry out and complete the Bund Works prior to the commencement of the construction of any South-Western Unit (but for the avoidance of doubt this shall not preclude the prior execution of the Ground and Infrastructure Works);
- d) to procure that the slope which faces West rising from ground level to the 45 metres AOD peak of the bund shall be no more steep than 1 in 3 or 33% in all areas

save in respect of terraced areas in accordance with the Bund Specification;

- e) to carry out and complete the Bund Works in a good and workmanlike manner and in accordance with environmental law, building and other relevant practices, codes and guidance all planning permissions required all laws and the terms of all other licences and consents;
- f) in carrying out the Bund Works and following their completion the Transferee must cause as little disturbance as possible to the Transferor and the Transferor's Retained Land and the Transferor must immediately make good or remove, to the reasonable satisfaction of the Transferor, any soil slippage affecting the Transferor's Retained Land or any damage which is caused by carrying out the Bund Works;
- g) following completion of the Bund Works to maintain the ridge height of the bund to a height not less than 45 metres AOD level continuously along the entire ridge and to maintain planting on the bund in accordance with the Planning Permission or sub-clauses (i) and (j) below;
- h) in carrying out the Bund Works, not to damage or remove any trees on the Transferor's Retained Land provided that if any additional trees are reasonably required to be removed in order to carry out any aspect of the Bund Works the Transferee will replace those trees to the reasonable satisfaction of the Transferor (but provided that insofar as any mature tree must be removed it shall be replaced by a tree which is not less than 10 years old);
- i) following completion of the Bund Works to plant out the area with trees in accordance with a specification agreed between the parties (acting reasonably

and to include deciduous and conifer trees) and to ensure that the trees planted are adequately watered for a period of 24 months from the date of this transfer;

- j) to comply with any planning conditions in the Planning Permission requiring the initial replacement of any trees/landscaping that shall die within the period specified in the Planning Permission and in any event for a period of five years from the date of this transfer to replace trees planted pursuant to (l) above with trees on a like for like basis to the extent trees die;
- k) to reroute all service media on the Property serving the Transferor's Retained Land to the extent necessary and so that they shall be relocated around the boundary of the Property and prior to construction of any building on the part of the Property which is so affected at the Transferee's cost and with minimum disruption to the supply of services to the Transferor's Retained Land;
- l) to procure that if the development is carried out on the Property it is carried out substantially in accordance with the Approved Drawing including the location of the buildings and the access and circulation roads as shown on the Approved Drawing subject to any non-material amendments where such amendments are in accordance with the Planning Permission or where such amendments are required by any local or competent authority or statutory undertaking as a condition of the grant or continuance of the Planning Permission;
- m) to pay to the Transferor within 28 days of written demand the reasonable and proper costs plus VAT incurred by the Transferor complying with clause 12.4(c) above.

12.8. Indemnity Covenant

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of title numbers SK109780 and SK412671 in so far as they relate to the Property and in so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proper proceedings, costs, claims and expenses arising from any failure to do so on the part of the Transferee.

12.9. Positive covenants by the Transferor

12.9.1. The Transferor covenants with the Transferee subject to the Reservations, not to obstruct, interrupt or interfere with the exercise of the Rights by the Transferee.

12.9.2. The Transferor covenants with the Transferee and its successors in title that, immediately upon receipt of a Deed of Covenant properly executed by the person to whom a Disposal is being made, the Transferor shall provide a certificate consenting to the registration of that Disposal at HM Land Registry.

12.10. Agreements and Declarations

12.10.1. Any dispute arising in connection with the Bund Works or Fencing Works shall be referred to a surveyor who is a Member or Fellow of the Royal Institution of Chartered Surveyors (who shall act as an expert and not as an arbitrator) to be agreed upon by the parties or (in the event of failure so to agree) to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the written decision of such person (including any determination as to the costs of such decision) shall accordingly be final and binding on both the parties in the absence of manifest error or fraud.

12.10.2. The Transferee consents to the entry of the following restriction against the Transferee's

title to the Property at HM Land Registry following the registration of this transfer and shall provide the Transferor with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.5.1 ~~of the Transfer~~ ^{of the Transfer} ~~source is no longer valid~~ of the transfer dated [] made between (1) The Right Honourable Viscountess Marcia Persephone Blakenham and The Honourable Caspar John Hare as Personal Representatives of the Right Honourable Michael John Viscount Blakenham Will Trust and The Honourable Caspar John Hare and (2) Blackacre (Great Blakenham) Ltd have been complied with or that they do not apply to the disposition."

with

- 12.10.3. A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.
- 12.10.4. This Transfer and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 12.10.5. The Property is sold subject to and with the benefit of the Title Matters.
- 12.10.6. For the avoidance of doubt the Transferee shall not be liable to the Transferor for any damage to or death of any trees or shrubs situated on the Transferor's Retained Land which result from the proper execution of the Fencing Works.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 93(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

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

Remember to date this deed in panel 4.

13

Execution

Signed as a deed by:

MARCIA PERSEPHONE BLAKENHAM

Signature.....

In the presence of:

Signature of witness.....

Name (in BLOCK CAPITALS)

Address

Signed as a deed by:

CASPAR JOHN HARE

Signature.....

In the presence of:

Signature of witness.....

Name (in BLOCK CAPITALS)

Address

Executed as a deed by

BLACKACRE (GREAT BLAKENHAM) LTD

acting by a director in the presence of:-

Signature of Director



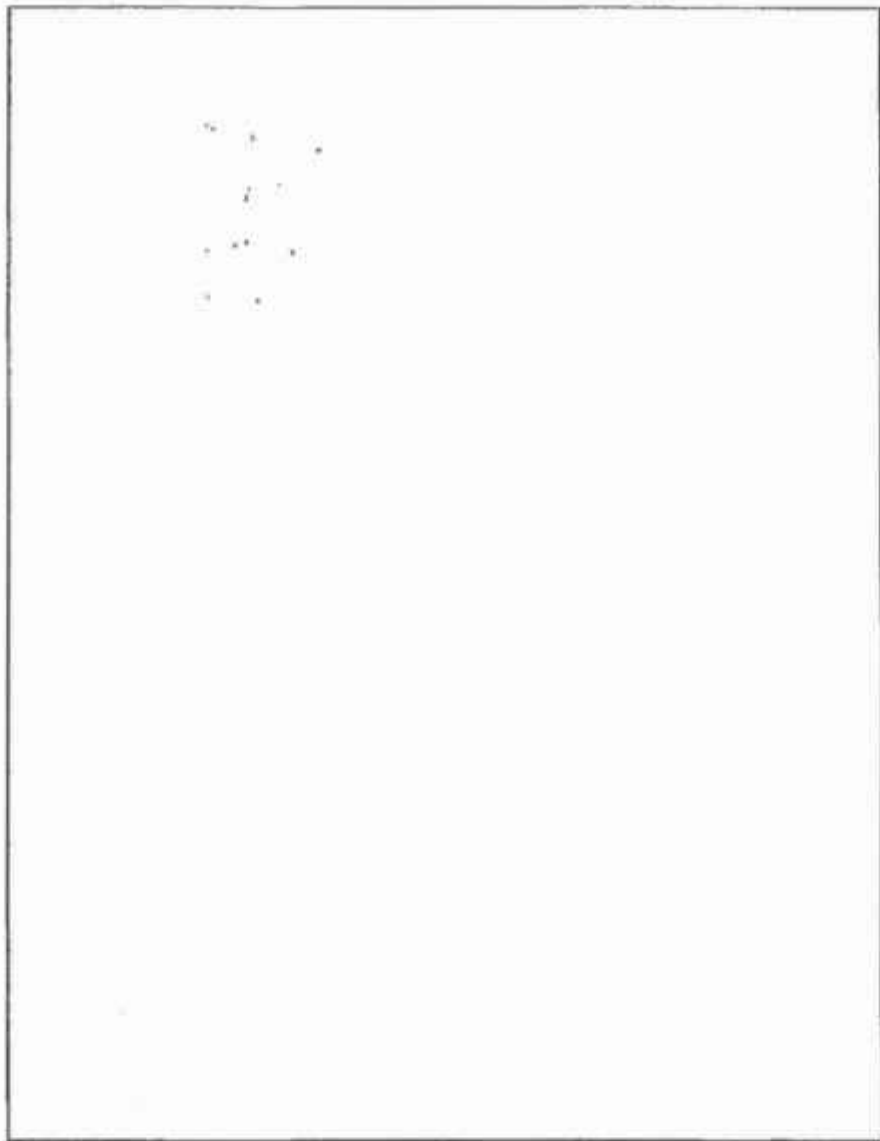
Signature of witness.....



Name (In BLOCK CAPITALS) SHARNE PEARCE

Address





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 AND BUILDINGS ON THE WEST SIDE OF
BRAMFORD ROAD,
LITTLE BLAKENHAM,
IPSWICH



Registry Plan
Site & Location Plan - 1:2500
To be printed @ A3





Barefoot & Gilles
 1-2000 GAT 8-11-2022
 1623 BK 10-1001 E

barefoot & gilles

Project Name: **1623 BK 10-1001 E**
 Client: **1623 BK 10-1001 E**
 Location: **1623 BK 10-1001 E**
 Project No.: **1-2000 GAT 8-11-2022**
 Date: **1623 BK 10-1001 E**

INFORMATION

Project Name	1623 BK 10-1001 E
Client	1623 BK 10-1001 E
Location	1623 BK 10-1001 E
Project No.	1-2000 GAT 8-11-2022
Date	1623 BK 10-1001 E

- 1. 1" x 1" Tree
- 2. 2" x 2" Tree
- 3. 3" x 3" Tree
- 4. 4" x 4" Tree
- 5. 5" x 5" Tree
- 6. 6" x 6" Tree





PORT ONE
SCOPE OF WORKS
FOR
CONCEALMENT BUND
AT
SOUTH EAST BOUNDARY, COTTAGE FARM/PORT ONE

EARTH WORKS

1. A bund will be formed in accordance with Barefoot and Gilles Architects drawings 2242 DE 10-04 Revision D and SK-1823 SK 40-1070. Under the initial parcel the Bund only relates to Section M1 to Section M8. Section M8 onwards will be constructed once the option has been exercised on E1, E2 and D1.

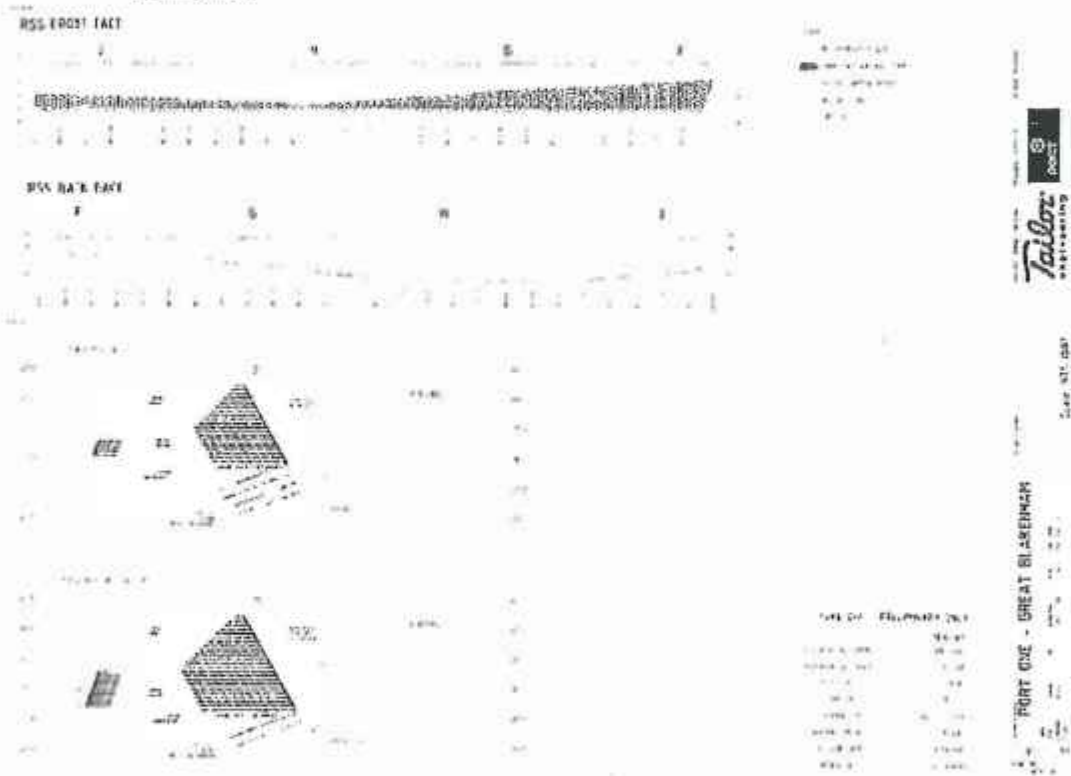


Barefoot & Gilles	
Architects	
11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
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DRAFT	
Barefoot & Gilles	
Architects	
11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	
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2. The construction of the bunds will be carried out in accordance with Tailor Engineering's drawing O1-01. The bunds on the Southern boundary adjacent Pound lane will be constructed without engineering but to a gradient of less than 33%
3. The minimum height of the bund ridge will be 45.00 m above ordnance datum. The ridge will undulate between 45.00 and 46.50 m above ordnance datum.
4. The design life of the bund will be a minimum of 60 years.
5. The bund will be constructed in layers, tested and approved by the site Engineering Consultants.
6. The bund will have a cover of 1m topsoil to the tree planting areas and a minimum of 300mm topsoil to engineered faces
7. The mound form will be agreed or adapted and agreed before remediation works commence.



LANDSCAPING WORKS

8. The works will be carried out in accordance with British Standard BS 8006-1:2010 A1:2016 section 7.5.7 Vegetation on slope
9. Trees will be planted once the bund has settled and consolidated
10. The bund area will be seeded with Wildflower Grass Mix after planting has been carried out
11. Watering will be carried out on planted areas for 2 years and maintenance for 5 years after planting.
12. All works carried out in accordance with Land and Sculpture design partnerships drawing LSDP 1835 -01 Rev A



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