

of the Fifth Schedule below having been satisfied, not to allow any further Occupations from the date that is:

- (a) four years of Commencement of Development; or
- (b) four years of the Highways Agreement; or
- (c) eighteen months of the date of the Relief Road Planning Permission;

(whichever is the later) until such time that the Relief Road Central Section has been constructed in accordance with the Highways Agreement.

#### **10. Relief Road Corridor Transfer**

- 10.1 To agree the precise extent of the Relief Road Corridor with the County Council prior to the submission of the first reserved matters application
- 10.2 To offer to transfer to the County Council the Relief Road Corridor in accordance with the Transfer Terms or in such form as may be agreed between the Owner and the County Council (both acting reasonably) prior to the Occupation of the first (1<sup>st</sup>) Dwelling unless otherwise agreed in writing between the Owner and the County Council and in any event to use reasonable endeavours to complete the Transfer within three months from the offer;
- 10.3 Not to Occupy or permit Occupation of more than one (1) Dwelling until the Relief Road Land has been offered to be transferred to the County Council in accordance with the Transfer Terms or in such form as may be agreed between the Owner and the County Council (both acting reasonably) and in any event to use reasonable endeavours to complete the Transfer within three months from the offer

## **FOURTH SCHEDULE**

### **THE COUNCIL COVENANTS WITH THE OWNER:**

#### **1 NHS CONTRIBUTION**

- 1.1 To use the NHS Contribution towards the provision of public health services serving the Development and for no other purpose
- 1.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the NHS Contribution paid by that person which has not been committed or expended by the Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end
- 1.3 When the NHS Contribution paid to the Council pursuant to this Deed has been spent or committed the Council shall upon written request by the Owners after the expiry of ten (10) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

#### **2. PUBLIC OPEN SPACE CONTRIBUTIONS**

- 2.1 To use the Public Open Space (fitness) Contribution towards providing fitness facilities within Bury St Edmunds
- 2.2 To use the Public Open Space (pitch) Contribution towards providing outdoor sports pitches within Bury St Edmunds
- 2.3 To use the Public Open Space (outdoor sports) Contribution towards providing outdoor sports facilities within Bury St Edmunds
- 2.4 To use the Public Open Space (swimming pools) Contribution towards providing swimming pools within Bury St Edmunds
- 2.5 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the Public Open Space Contributions paid by that person which has not been committed or expended by the Council

in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end

- 2.6 When the Public Open Space Contributions paid to the Council pursuant to this Deed have been spent or committed the Council shall upon written request by the Owner after the expiry of ten (10) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

### **3 SAMM CONTRIBUTION**

- 3.1 To use the SAMM Contribution towards recreational access management measures mitigating visitor pressure at sensitive nature conservation sites and for no other purpose
- 3.2 If requested to do so in writing after the expiry of thirty (30) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the SAMM Contribution paid by that person which has not been committed or expended by the Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end
- 3.3 When the SAMM Contribution paid to the Council pursuant to this Deed has been spent or committed the Council shall upon written request by the Owners after the expiry of thirty (30) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

## **FIFTH SCHEDULE**

### **THE COUNTY COUNCIL COVENANTS WITH THE OWNER:**

#### **1 EARLY YEARS LAND AND EDUCATION CONTRIBUTIONS**

- 1.1 To only provide an Early Years Facility on the Early Years Land including use of such facilities for community and ancillary uses and to use that land for no other purpose
- 1.2 To use the Early Years Contribution only towards the build costs of an Early Years Facility on the Early Years Land including recovery of costs forward funded by the County Council
- 1.3 To use the Primary School Contribution only towards the build costs of extending the catchment primary school including recovery of any costs forward funded by the County Council
- 1.4 To use the Secondary School Contribution only towards the build costs of extending the catchment secondary school including recovery of any costs forward funded by the County Council
- 1.5 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the Education Contributions paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end
- 1.6 When the Education Contributions paid to the County Council pursuant to this Deed have been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

#### **2. HIGHWAY CONTRIBUTIONS**

- 2.1 To use the Highway Contributions towards the costs and delivery of the highway works in the following way:
  - 2.1.1 If payable under the terms of this Deed, to use the Bus Service Contribution to provide pump-priming funding for new and/or expanded bus service(s) to serve the Development

- 2.1.2 To use the Highway Mitigation Contribution to fund mitigation schemes across the local highway network, to improve junction performance and active travel schemes to unlock sufficient highway capacity through modal shift to include all ancillary legal and administrative costs and officer time and associated physical works
- 2.1.3 To use the Active Travel Contribution towards the provision of a 4 metre wide tarmac link from the eastern end of the green corridor to Oliver Road
- 2.1.4 To use the Active Travel Contribution for the provision of a crossing of Oliver Road at the eastern end of the green corridor and a wayfinding scheme between the end of the 4m link to Oliver Road and Sextons Primary School alongside Oliver Road, Ridley Road and Green Road
- 2.1.5 To use the Active Travel Contribution for the creation of a cycle route or similar via order making or agreement to the adopted highway of Hall Farm Lane
- 2.1.6 To use the Active Travel Contribution for the provision of a wayfinding scheme from the development site to the bridge over the River Linnet on Flemyng Road, and beyond to the new Hospital site
- 2.1.7 To use the Active Travel Contribution to deliver a 3 metre wide cycle path at the eastern End of Westley Footpath 1
- 2.1.8 To use the Active Travel Contribution for the cutting back of vegetation and the resurfacing of 145 metres of Westley Footpath 1 from Hill Road to the eastern end of the garden of 9 Burrells Orchard
- 2.1.9 To use the Active Travel Contribution for the delivery of a walking and cycling improvement on Newmarket Road from the site access junction to the junction of Newmarket Road and Parkway
- 2.1.10 To use the Speed Management Contribution for reducing the speed limit on Newmarket Road and Westley Road to 30 mph to include all ancillary legal and administrative costs and officer time and associated physical works

2.1.11 To use the Relief Road Southern Section Contribution for delivery of the Relief Road Southern Section including but not limited to the, costs associated with and incurred for the acquisition, legal work, compulsory purchase order, design, planning, investigations, archaeology, drainage, construction and officer time for the Relief Road – Southern Section and the County Council may nominate a third party to use the Relief Road Southern Section Contribution on its behalf for the delivery of the Relief Road Southern Section

2.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the Highway Contributions paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end

2.3 When the Highway Contributions paid to the County Council pursuant to this Deed have been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

### **3 LIBRARY CONTRIBUTION**

3.1 To use the Library Contribution for the provision of library lending stock reference audio visual and homework support material and ICT equipment for public use in Bury St Edmunds (including recovery of any costs forward funded by the County Council) serving the Development and improvements to existing library provision serving the Development

3.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the Library Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest

accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end

- 3.3 When the Library Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

#### **4. TRAVEL PLAN CONTRIBUTION**

- 4.1 To use the Travel Plan Contributions for monitoring the Travel Plan that promotes sustainable travel for the Development
- 4.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the Travel Plan Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end
- 4.3 When the Travel Plan Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

#### **5. WASTE CONTRIBUTION**

- 5.1 To use the Waste Contribution only towards the provision or improvement of waste transfer stations serving the Development (including any already provided)
- 5.2 If requested to do so in writing after the expiry of ten (10) years of the Completion of Development within a further period of one (1) year to pay within one month of such request to the Owner (which term for these purposes only shall mean the original Owner and not successors in title) such amount of the Waste Contribution paid by that person which has not been committed or expended by the County Council in accordance with the provisions of this Deed together with any interest

accrued at the Bank of England Base Rate minus 2 basis points compounding annually at financial year end

- 5.3 When the Waste Contribution paid to the County Council pursuant to this Deed has been spent or committed the County Council shall upon written request by the Owner after the expiry of ten (10) years from the date of the Completion of Development within a further period of sixty (60) Working Days notify the Owner that such monies have been spent or committed such notice to include full details of what the said monies were spent on or committed to

**6. RELIEF ROAD**

- 6.1 To agree the precise extent of the Relief Road Corridor with the Owner prior to the submission of the first reserved matters application
- 6.2 To accept the offer to transfer the Relief Road Corridor from the Owner in accordance with the Transfer Terms or in such form as may be agreed between the Owner and the County Council (both acting reasonably) prior to the Occupation of the first (1<sup>st</sup>) Dwelling unless otherwise agreed in writing between the Owner and the County Council and in any event to use reasonable endeavours to complete the Transfer within three months from the offer;
- 6.3 Immediately on completion of the transfer of the Relief Road Corridor to:
- (a) dedicate the Relief Road Corridor as highway; and following such dedication
  - (b) enter into the Highways Agreement with the Owner

## SIXTH SCHEDULE

### EARLY YEARS AND RELIEF ROAD LAND TRANSFER TERMS

#### 1. DEFINITIONS

**County's Nominee** means any person(s) company (ies) body (ies) or organisation(s) that the County Council shall employ fund or work in partnership with in connection with the design construction commissioning running or maintenance of the early years facilities and for the avoidance of doubt the County's Nominee may include any providers of free state education or childcare of any type

**Early Years Land Specification** means the criteria set out in the 'Early Years Land Specification' appended to this Schedule with which the Early Years Land must comply

**Early Years Land Works** means all reasonable works required to render the Early Years Land congruent to the Early Years Land Specification and fit for use for an Early Years Facility in all respects to the satisfaction of the County Council and in accordance with the Early Years Land Specification

**Utilities** means gas water electricity telephone broadband foul drainage and surface water drainage (including such legal rights as the County Council considers necessary for the discharge of surface water over adjoining land) and any and all other media services and or utilities as may in the County Council's reasonable view be appropriate with appropriate rights to use all relevant delivery infrastructure

2. The transfer terms for the Early Years Land shall include but not be limited to:
  - 2.1 Completion of the transfer of the Early Years Land free of encumbrances in consideration of the sum of one pound sterling (£1)
  - 2.2 Freehold transfer of the Early Years Land
  - 2.3 With all reasonable due diligence the Owner to complete in full the Early Years Land Works to the County Council's reasonable satisfaction
  - 2.4 The Early Years Land to be free from contamination which would constrain the use of the land for the construction and use for the facilities

- 2.5 Access to include vehicular cycling and pedestrian access built to adoptable standards to the boundary of the Early Years Land
  - 2.6 The provision of Utilities to the boundary of the Early Years Land at points agreed by the County Council
  - 2.7 The Early Years Land will not contain sustainable drainage systems (SuDS) infrastructure but for the avoidance of doubt connection to the wider SuDS system will be provided to the Early Years Land Specification
  - 2.8 Necessary rights granted for use as the Early Years Facility
  - 2.9 Rights reserved to allow proposed development and uses on the retained land
  - 2.10 Restriction on use only for purposes of a primary school with early years setting and ancillary community use/early years setting that shall not detract from the primary function of the Early Years Facility
3. In the event that the whole or a substantial part of the Early Years Land is not being used for the Early Years Facility on the tenth (10th) anniversary of the Early Years Land being transferred to the County Council or the County Council's Nominee and it is not demonstrated that there will be a need for such future use then, in the absence of a legally binding contract or obligation requiring the construction or provision of facilities pertaining to an Early Years Facility the Owners may serve on the County Council or the County Council's Nominee as appropriate a notice requiring that the part or the parts of the Early Years Land that are not being used as an Early Years Facility be transferred to the Owners with vacant possession in consideration of the sum of one pound sterling (£1)

#### **RELIEF ROAD LAND TRANSFER TERMS**

4. The transfer terms for the Relief Road Corridor shall include but not be limited to:
  - 4.1 Completion of the transfer of the Relief Road Corridor free of encumbrances in consideration of the sum of one pound sterling (£1);
  - 4.2 Freehold transfer of the Relief Road Land with full title guarantee;

- 4.3 With all reasonable due diligence to the County Council's reasonable satisfaction
- 4.4 The Relief Road Land to be free from contamination which would constrain the use of the land for the construction and use for the Relief Road Corridor
- 4.5 Necessary rights granted for use as a relief road;
- 4.6 Rights reserved to allow proposed development and uses on the retained land
- 4.7 Restriction on use only for purposes of a relief road

## Appendix 1: Early Years Land Specification

(Defined Terms to be interpreted in accordance with the preceding agreement)

The Early Years Land shall be...

- suitable for the construction of high quality education buildings and outside spaces
- contamination free
- accessible from suitable public Highways
- served by safe direct walking & cycling routes
- protected from flooding and incorporated into a suitable SUDS system serving the Site
- outside the cordon sanitaire of any sewage plant
- boundary fenced with 2.4m weld mesh fence as per the School Output Specification: Technical annex 2B: external spaces and grounds.
- on practical completion of the Early Years Facility to cover the outdoor space with at least 30cm of clean free draining topsoil

The Early Years Land shall be free of/from...

- encumbrances
- items or structures of archaeological interest subject however to the findings of an archaeological investigation carried out by the Owners prior to the transfer of the Early Years Land
- protected species or habitats of special interest
- soil and water table contamination
- radiation or potential sources thereof
- invasive plants such as Japanese Knotweed
- buildings and other surface structures
- pipes, conduits, chambers and or cables (including any high pressure pipes or high voltage cables within ten meters of the Early Years Land) subject to those services that are required to serve the Early Years Land.
- ponds, ditches or water courses
- foundations, fuel tanks and other buried structures
- spoil and fly tipping
- void spaces including wells, sumps and pits

- any material that could negatively impact on the playing fields, the Early Years Facility buildings and or their occupants

The Early Years Land shall not be crossed or affected by

- public rights of way or access wayleaves
- power-lines
- gas mains
- water or sewage pipes
- ground gasses and or vapours
- light pollution