

DATED

3 August

2010

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL (1)

and

MELBOURN PARISH COUNCIL (2)

LEASE

relating to Car park off High Street, Melbourn, Cambridgeshire

1 PRESCRIBED LAND REGISTRY CLAUSES

1.1 LR1 Date of Lease

3rd August 2010

1.2 LR2 Title number(s):

1.2.1 LR2.1 Landlord's title number(s)

CB290172

1.2.2 LR2.2 Other title numbers

CB290231

1.3 LR3 Parties to this Lease:

1.3.1 Landlord

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South
Cambridgeshire Hall Cambourne Business Park Cambourne
Cambridge CB3 6EA

1.3.2 Tenant

MELBOURN PARISH COUNCIL of 28 Station Road Melbourn
SG8 6DX

1.4 LR4 Property

As defined in clause 2.1.2 of this lease.

**In the case of a conflict between this clause and the
remainder of this lease then, for the purposes of
registration, this clause shall prevail.**

1.5 LR5 Prescribed statements etc:

**1.5.1 LR5.1 Statement prescribed under rules 179 (dispositions in
favour of a charity), 180 (dispositions by a charity) or 196**

(leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None

1.5.2 **LR5.2** **This lease is made under or by reference to the provisions of:**

Not applicable.

1.6 **LR6** **Term for which the Property is leased**

As defined in clause 2.1.3 of this lease.

1.7 **LR7** **Premium**

£1.00

1.8 **LR8** **Prohibitions or restrictions on disposing of this lease**

This Lease contains a provision that prohibits or restricts dispositions

1.9 **LR9** **Rights of acquisition etc:**

1.9.1 **LR9.1** **Tenant's contractual rights to renew this lease, to acquire the reversions or another lease of the Property, or to acquire an interest in other land:**

As defined in Clause 20 of this Lease

1.9.2 **LR9.2** **Tenant's covenant to (or offer to) surrender this lease**

None.

1.9.3 **LR9.3** **Landlord's contractual rights to acquire this lease**

None.

- 1.10 **LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**
- None.
- 1.11 **LR11 Easements:**
- 1.11.1 **LR11.1 Easements granted by this lease for the benefit of the Property**
- None
- 1.11.2 **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**
- As defined in Second Schedule of this Lease
- 1.12 **LR12 Estate rentcharge**
- None.
- 1.13 **LR13 Application for standard form of restriction**
- None.
- 1.14 **LR14 Declaration of trust where there is more than one person comprising the Tenant**
- Not applicable

2 DEFINITIONS AND INTERPRETATION

- 2.1 In this lease the following words shall have the following meanings:
- 2.1.1 **"Permitted Use"** means a free short stay public car park and for no other purposes whatsoever;
- 2.1.2 **"the Property"** means the land off High Street Melbourn Cambridgeshire shown edged red on the attached plan (**Plan**);
- 2.1.3 **"Term"** means a term of 99 years beginning on and including the date of this Lease

- 2.1.4 **"1995 Act"** means the Landlord and Tenant (Covenants) Act 1995.
- 2.2 In this Lease:
- 2.2.1 a reference to **"this Lease"**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it;
- 2.2.2 a reference to **"the Landlord"** includes a reference to the person entitled to the immediate reversion to this Lease;
- 2.2.3 a reference to **"the Tenant"** includes a reference to the Tenant's successors in title and assigns;
- 2.2.4 the expressions **"landlord covenant"** and **"tenant covenant"** each has the meaning given to it by the 1995 Act;
- 2.2.5 unless the context otherwise requires, a reference to **"the Property"** is to the whole and any part of it;
- 2.2.6 a reference to **"the end of the Term"** is to the end of the Term however it ends;
- 2.2.7 unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it;
- 2.2.8 a reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 2.2.9 any obligation in this Lease on the Tenant not to do something includes an obligation not to agree to or knowingly suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person;
- 2.2.10 unless the context otherwise requires, where the words **"include(s)"** or

"including" are used in this lease, they are deemed to have the words "without limitation" following them;

- 2.2.11 any reference to "**persons**" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case, whether or not having separate legal personality);
- 2.2.12 references to "**writing**" and "**written**" do not include email;
- 2.2.13 "**Third Party Rights**" means all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and entries 1,2,3,and 4 of the charges register of title number CB290172;
- 2.2.14 "**Permitted Alterations**" means the right to erect on the Property any building or structure for the use and enjoyment of the general public of the Parish of Melbourn and surrounding Parishes together with the right to erect any planters, flower beds traffic barriers or other items ancillary to the Permitted Use.

3 GRANT

- 3.1 The Landlord with full title guarantee hereby grants a lease of the Property to the Tenant for the Term
- 3.2 The grant is made with the Tenant paying the annual rent of a peppercorn (if demanded) to the Landlord.

4 RATES AND TAXES

- 4.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- 4.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or
- 4.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this Lease.

- 4.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

5 REPAIRS

- 5.1 The Tenant shall keep and maintain the Property in good repair for the Permitted Use

6 USE

- 6.1 The Tenant shall not use nor permit nor suffer the Property to be used for any other purpose other than for the Permitted Use.

- 6.2 Subject to the Permitted Use the Tenant shall not do or bring on or in the Property any act matter or thing of a nature likely to cause pollution (as defined in the Environmental Protection Act 1990).

- 6.3 Subject to the Permitted Use the Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

7 COMPLIANCE WITH LAWS

- 7.1 The Tenant shall comply with all laws relating to:

- 7.1.1 the Property and the occupation and use of the Property by the Tenant;

- 7.1.2 the use of all Service Media and machinery and equipment at or serving the Property;

- 7.1.3 any works carried out at the Property; and

- 7.1.4 all materials kept at or disposed of from the Property.

- 7.1.5 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 7.2 Within one calendar month after receipt of any notice or other communication affecting the Property (and whether or not served

pursuant to any law) the Tenant shall:

- 7.2.1 send a copy of the relevant document to the Landlord; and
- 7.2.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 7.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent such consent not to be unreasonably withheld or delayed.
- 7.4 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 7.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 7.6 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord as soon as possible notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

8 ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 8.1 Unless permitted by any other provision in this Lease or in writing by the Landlord the Tenant shall not grant any right or licence over the Property to a third party except for personal licences for use or occupation that can be terminated by the Tenant
- 8.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall immediately give notice to the Landlord and at the Tenants expense take all reasonable steps (including any proceedings) that the Landlord reasonably requires to prevent or licence

the continuation of that encroachment or action.

8.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct access to the Property or to any adjoining or nearby property of the Landlord.

8.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

9 OTHER OBLIGATIONS

9.1 The Tenant shall comply with the further obligations set out in the First Schedule hereto

10 LANDLORD'S COVENANTS

10.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved and complies with the Tenant's covenants and obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord.

11 LANDLORD AND TENANT (COVENANTS) ACT 1995

11.1 This Lease creates a new tenancy for the purposes of the 1995 Act.

12 GOVERNING LAW AND JURISDICTION

12.1 This Lease shall be governed by and construed in accordance with the law of England.

12.2 The Landlord and the Tenant, irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Lease or the legal relationships established by it.

13 DECLARATIONS

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

13.1 If the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained on the part of the Tenant to be performed and observed then it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord to re-

enter the whole or any part of the Property and peaceably to hold and enjoy the whole or part of the Property thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant hereinbefore contained

- 13.2 Any notice under this Lease shall be in writing and shall be sufficiently served if sent to the party upon whom it is intended to be served by registered letter or recorded delivery post to its registered office or last known address and shall be assumed to have been delivered in the normal course of post
- 13.3 The covenants on the part of the Landlord contained in or obligations on its part implied by this Lease shall be binding in full upon the owner of the reversion expectant upon the termination of the Term but shall not be enforceable against any person who has owned such reversion after such person shall have parted with all interest therein
- 13.4 Where the parties of the second part hereto are two or more persons the expression "the Tenant" shall include the plural number and obligations herein expressed or implied to be made with the Tenant or by the Tenant shall be deemed to be made with or by such persons jointly and severally
- 13.5 Notwithstanding the Tenant's covenants in this lease the Tenant shall have no liability in respect of the terms of this lease or otherwise as a result of the presence in, on, over or under the Property or any adjoining property or neighbouring property of contaminative substances (**Contamination**) and neither shall the Tenant be required to make good or rectify any defect or want of repair resulting from Contamination

14 ASSIGNMENTS

- 14.1 The Tenant shall not assign the whole of this Lease without the consent of the Landlord (by Deed), such consent not to be unreasonably withheld or delayed.
- 14.2 The Tenant shall not assign part only of this Lease.
- 14.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its

consent to an assignment if any Annual Rent is outstanding.

- 14.4 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

15. UNDERLETTINGS

- 15.1 The Tenant shall not underlet the whole of the Property or any part or parts thereof except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

- 15.2 The Tenant shall not underlet the Property or any part or parts thereof;

- 15.2.1 together with any property or any right over property that is not included within this Lease;

- 15.2.2 at a fine or premium or reverse premium

- 15.3 The Tenant shall not underlet the Property or any part or parts thereof unless, before the underlease is granted, the Tenant has given the Landlord:

- 15.3.1 a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy to be created by the underlease; and

- 15.3.2 a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the 1954 Act.

- 15.4 Any underletting by the Tenant shall be by deed and shall include:

- 15.4.1 an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the 1954 Act are excluded from applying to the tenancy created by the underlease;

- 15.4.2 a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is

supplemental or collateral to it and the tenant covenants in this Lease, except the covenants to pay the rents reserved by this Lease; and

15.4.3 provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this Lease, and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

15.4.4 In relation to any underlease granted by the Tenant, the Tenant shall:

15.4.4.1 not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;

15.4.4.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease;

16 CHARGING

16.1 The Tenant shall not charge the whole of this Lease.

16.2 The Tenant shall not charge part only of this Lease.

17 PROHIBITION OF OTHER DEALINGS

17.1 Except as permitted by this Lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this Lease or the Property or hold this Lease on trust for any person (except pending registration of a dealing permitted by this Lease at HM Land Registry or by reason only of joint legal ownership).

18 REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

18.1 In this clause a **Transaction** is:

18.1.1 any dealing with this Lease or the devolution or transmission of, or parting with possession of any interest in it; or

18.1.2 the creation of any underlease or other interest out of this Lease, or out of any interest, underlease derived from it, and any dealing, devolution or

transmission of, or parting with possession of any such interest or underlease; or

18.1.3 the making of any other arrangement for the occupation of the Property.

18.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

18.3 No later than one month after a Transaction the Tenant shall:

18.3.1 give the Landlord's solicitors notice of the Transaction; and

18.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

18.3.3 pay the Landlord's solicitors a reasonable registration fee

18.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

19 CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this Lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

20 TENANT'S OPTION TO PURCHASE REVERSION

20.1 If the Tenant wishes to purchase the freehold reversion of the Property and shall at any time no later than 24 months before expiry of the Term give to the Landlord three months' notice in writing ("**the Tenant's Notice**") then the Landlord, shall upon the expiration of the Tenant's Notice (**Assurance Date**) or as otherwise provided in clause 20.3 and conditional upon payment of (1)

the sum to be ascertained in accordance with the provisions of Clause 20.2 and (2) the rents reserved by and all other sums payable under this lease up to the expiry of the Tenant's Notice assure the freehold of the Property to the Tenant free from incumbrances

- 20.2 If the Landlord and the Tenant do not reach agreement on the value of the freehold interest of the Property in the open market assuming that the Property is being sold subject to the terms of this lease at the time of service of the Tenant's Notice and with a restriction on user equivalent to that set out in foregoing Clause 6 (**Assumptions**) within four weeks from the service of the Tenant's Notice then an independent surveyor shall be appointed acting as an expert to determine the value of the Property as between a willing seller and a willing buyer making the Assumptions but disregarding any improvements made to the Property by the Tenant with the Landlord's consent as required under the terms of this lease and ignoring any special interest value attributable to the identity of the buyer such appointment to be made by agreement between the parties or (if within six weeks after service of the Tenant's Notice the Landlord and Tenant have been unable to agree) by the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy or any other person authorised by him to make appointments on his behalf at the request of the first of them to apply. Any fees and expenses (including the cost of this appointment) shall be borne equally between the parties and if either party shall pay the whole of such fees and expenses it shall be entitled to recover one-half from the other.
- 20.3 Completion of the assurance of the freehold by the Landlord to the Tenant shall take place on the Assurance Date (or if later) twenty eight days after the agreement or determination of the value of the Property in accordance with Clause 20.2 (whichever shall be latest to occur). On completion the Tenant must pay to the Landlord the sum ascertained in accordance with Clause 20.2 together with all rents due under the provisions of this lease up to the date of completion.
- 20.4 In the assurance of the freehold to the Tenant the Tenant will enter into a Transfer with the Landlord in the form annexed hereto
- 20.5 The Tenant having investigated the Landlord's title to the Property up to date of this Lease shall be deemed to have accepted such title and shall be entitled to investigate only the subsequent title as soon as practicable after service of the Tenant's Notice.

- 20.6 The sale and purchase of the Property shall in all other respects be subject to the Standard Conditions of Sale current at the date of service of the Tenant's Notice.
- 20.7 The provisions of this Clause shall be null and void if the option hereby granted to Tenant shall not be protected by registration of a notice or other prescribed entry under the Land Registration Act 2002 within a period of three months from the date of this Lease.

IN WITNESS whereof this Lease has been executed as a deed on the date stated at the beginning of it

THE FIRST SCHEDULE hereinbefore referred to

1. To keep the Property and all additions thereto and the boundary walls and fences thereof tidy and clear of rubbish
2. To be responsible for the repair and maintenance of the South Western boundary marked with an inwards "T" on the plan attached
3. Within seven days of receipt of the same by the Tenant to give a copy of every Notice or Order or proposal for a Notice or Order relating to the compulsory purchase of the Property issued by the local planning authority or other competent authority
4. To manage and operate the Property in a lawful and orderly manner as a free Short Stay Public Car Park and providing and maintaining clear signage for users of the car park
5. The Tenant shall not make any structural alteration or addition to the Property other than Permitted Alterations whether of a permanent or temporary nature and shall not make any opening in any boundary structure of the Property
6. At the expiration or sooner determination of the Term to yield up the Property and any additions thereto in accordance in all respects with the Tenant's covenants in that behalf hereinbefore contained and to remove therefrom all tenants fixtures and equipment if required by the Landlord and to leave the Property clean and tidy
7. Not to alter or disturb any pipes sewers cables wires or other apparatus ("**service media**") in under or over the Property which serve or provide services to and from any adjoining or neighbouring property unless the Tenant shall lay and construct replacement service media to the reasonable satisfaction of owners or occupiers of such adjoining property requiring use of the same

8. Fully and effectually to indemnify the Landlord from and against all actions claims demands costs charges and expenses directly or indirectly arising out of or in connection with the operations of the Tenant at or in connection with the Property or directly or indirectly arising out of or in connection with the acts or omissions of the Tenant or any person employed by or under the control of the Tenant (whether or not acting within the scope of his employment) and to effect or procure public and third party insurance to a minimum of 5 million pounds per any one claim against such risks with an insurance company approved by the Landlord such approval not to be unreasonably withheld or delayed and to furnish to the Landlord a copy of the policy and (upon demand) to produce the receipt for the last premium paid in respect thereof and to procure that a note of the Landlord's interest is endorsed on such policy PROVIDED THAT the level of cover hereinbefore mentioned shall be reviewed every ten years during the Term and shall be adjusted accordingly
9. In case default shall be made in effecting or keeping on foot any such insurance or in producing any such policy or receipt as aforesaid it shall be lawful for the Landlord to insure in the manner aforesaid and the Tenant will forthwith repay all sums expended by the Landlord in effecting such insurance and in case of non-payment thereof the same shall be recoverable by the Landlord as rent in arrear
10. To pay all costs charges and expenses (including Solicitors' costs and Surveyors' costs) incurred by the Landlord for the purpose of or incidental to or in contemplation of the preparation and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
11. The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
12. The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

THE SECOND SCHEDULE as hereinbefore referred to

1. The Tenant shall allow the Landlord, any persons authorised by the Landlord or any owners or occupiers for the time being of the garages ("the Garages") to the South East of the Property to pass and repass at all times with or without vehicles over that part of the Property shown coloured orange on the Plan
2. The Tenant shall allow the Landlord, any persons authorised by the Landlord or any owners or occupiers for the time being so far as is necessary the right to enter upon the Property for the purpose of carrying out repairs or maintenance to the Garages
3. The Tenant shall allow any persons the right to pass on foot only at all times and for all purposes over the footpath shown coloured green on the Plan

**TRANSFER OF WHOLE
Of registered title(s)**

**Land
Registry**

TR1

1. Stamp Duty
<p><input type="checkbox"/> It is certified that this instrument falls within category <input type="checkbox"/> in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987</p> <p><input checked="" type="checkbox"/> It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £125,000</p> <p><input type="checkbox"/> It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001</p>
2. Title number(s) of the Property CB
3. Property transferred
4. Date

<p>5. Transferor</p> <p>SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL</p>
<p>6. Transferee for entry on the register</p>
<p>7. Transferee's intended address(es) for service (including postcode) for entry on the register</p>
<p>8. The Transferor transfers the Property to the Transferee</p>
<p>9. Consideration</p> <p><input checked="" type="checkbox"/> The Transferor has received from the Transferee for the Property the sum of</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/> The transfer is not for money or anything which has a monetary value</p>
<p>10. The Transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee</p>
<p>11. Declaration of trust</p> <p><input type="checkbox"/> The Transferees are to hold the Property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> The Transferees are to hold the Property</p>
<p>12. Additional provisions</p> <p>12.1 Definitions</p> <p>Where the context so admits the masculine gender includes the feminine gender and vice versa the singular includes the plural and all covenants and obligations of more than a single person are joint and several covenants and obligations</p> <p>12.2 The words "adjoining or neighbouring land" shall mean the land now or formerly comprised in title numbers CB290231</p> <p>12.3 "Enhanced Value" means if Planning Permission is granted for development of the Property other than for Community Development then the open market value of the relevant part of the Property with the benefit of such Planning Permission but with the benefit and burden of any planning obligation agreement</p> <p>12.4 "Planning Permission" means planning permission granted pursuant to the town and country legislation immune from judicial challenge</p> <p>12.5 "Community Development" has the meaning ascribed to it in clause 13.6</p> <p>12.6 "Allowable Expenditure" means all expenditure incurred by the Transferee</p>

in the construction or erection of any building constructed in respect of Community Development on the Property including all planning gain payments and professional fees and irrecoverable value added tax

12.7 "Net Proceeds" means the balance remaining of the gross proceeds of sale of any disposal of the Property after the deduction of the Base Value and Allowable Expenditure and the agents fees and professional fees and vat thereon of such a disposal

12.8 "Base Value" means the purchase price payable for the Property at the time of this Transfer

13. Positive Covenant

The Transferee covenants with the Transferor and its successors in title to observe and perform the following stipulation:

13.1 To keep the Property and all additions thereto and the boundary walls and fences therefor tidy and clear of rubbish

13.2 To maintain and keep in good repair the Property including the footpath and any grassed areas

13.3 To be responsible for the repair and maintenance of the South Western boundary marked with an inwards "T" on the plan attached

13.4 To pay a fair proportion of the cost of the repair maintenance improvement and renewal of the drains and sewers serving the Property jointly with any adjoining or neighbouring property

13.5 To pay to the Transferor within 56 days of receipt of Planning Permission for development other than as defined in clause 13.6 of this Transfer or within 14 days of the expert's determination set out in clause 13.8 (whichever shall be the later) 50% of the difference between the Base Value and the Enhanced Value of the Property

13.6 To pay to the Transferor, only upon any disposal of the Property, 50% of the Net Proceeds of such disposal where the Transferee has erected on the Property any building or structure for use as a community building for the use of the general public (**Disposal**)

13.7 The sums due to the Transferor following a Disposal must be paid within one month of the completion of the Disposal.

13.8 Within 28 days of the grant of Planning Permission the parties shall endeavour to agree the Enhanced Value of the Property. If the parties fail to agree such value within such period then, an independent surveyor shall be appointed, to determine such value, acting as an expert, by the President for the time being of the Royal Institution of Chartered Surveyors or his duly appointed deputy or any other person authorised by him to make appointments on his behalf at the request of the first of them to apply. Any fees and expenses (including the cost of this appointment) shall be borne equally between the parties and if either party shall pay the whole of such fees and expenses it shall be entitled to recover one-half from the other.

14. Restrictive Covenants

The Transferee covenants with the Transferor, for the benefit of the adjoining or neighbouring land and each and every part of it, with the intention of binding the Property and each and every part of it

14.1 The Transferee shall not transfer the whole or any part of the Property unless the person taking such assignment or disposal shall enter into a Deed of Covenant with the Transferor in the form set out in the First Schedule or such other form as shall be approved by the Transferor

14.2 The Transferee shall not sell the Property at an under value unless agreed in writing by the Transferor

15. Rights Granted for the benefit of the Property

15.1 The right to the full and free passage of water soil electricity and gas through the pipes drains sewers wires and cables serving the Property and running under any adjoining or neighbouring property now or formerly belonging to the Transferor with full right and liberty for the Transferee and his successors in title to repair the same and for such purposes to enter upon such adjoining or neighbouring property upon giving reasonable notice and forthwith making good any damage caused thereby

15.2 The right to enter adjoining property belonging to the Transferor on giving reasonable notice to the occupier thereof for the purpose of carrying out repairs or maintenance to the Property

16. Rights reserved for benefit of adjoining Property

16.1 A right of way at all times for the owners, occupiers and all persons authorised by them to pass and repass over that part of the Property shown coloured orange on the Plan with out without vehicles to gain access to and from the garages ("the Garages") to the South East of the Property

16.2 The right to enter the Property for the purpose of carrying out repairs and maintenance to the Garages

16.3 The right to the full and free passage of water soil electricity and gas through the pipes drains sewers wires and cables now in or upon any part of the Property and serving adjoining or neighbouring land with full right and liberty for the Transferor and its successors in title the owners and occupiers of such adjoining or neighbouring land to repair the same and for such purposes to enter upon the Property on giving reasonable notice and forthwith making good any damaged caused thereby

16.4 The right for all persons to pass and repass at all times and for all purposes over and along the footpath shown coloured green on the Plan

17 Restriction

The parties apply to the Chief Land Registrar to enter on the Title of the Property a Restriction that 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 South Cambridgeshire District Council of South Cambs Hall, Cambourne Business Park, Cambourne, Cambridgeshire or their conveyancer that the provisions of Clause 14.1 of The Schedule to this Transfer have been complied with or that they do not apply to the disposition.

THE FIRST SCHEDULE

Deed of Covenant

DATE:

THE TRANSFEROR:

THE TRANSFEREE:

THE ORIGINAL TRANSFEROR: South Cambridgeshire District Council

THE PROPERTY:

The Transfer:

THIS DEED OF COVENANT has been entered into BETWEEN (1) the Transferor (2) the Transferee and (3) the Original Transferor

1. Meaning of Use of Words and Expressions

1.1 Words and phrases which are given a meaning at the beginning of this Deed of Covenant will always have the same meaning in this Deed

1.2 Where the Transferee is two or more people the covenants are given by them together and by each of them separately

1.4 The word "Transferee" includes in the case of an individual their personal representatives, but does not mean any other successor in title

2. The Transferee covenants with the Transferor and the original Transferor to hereby observe and perform the covenants contained in the Transfer and to indemnify the Transferor against any breach or non observance of the covenants contained in the Transfer

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

THE COMMON SEAL of)
SOUTH CAMBRIDGESHIRE DISTRICT)
COUNCIL was hereunto affixed in the)
Presence of:

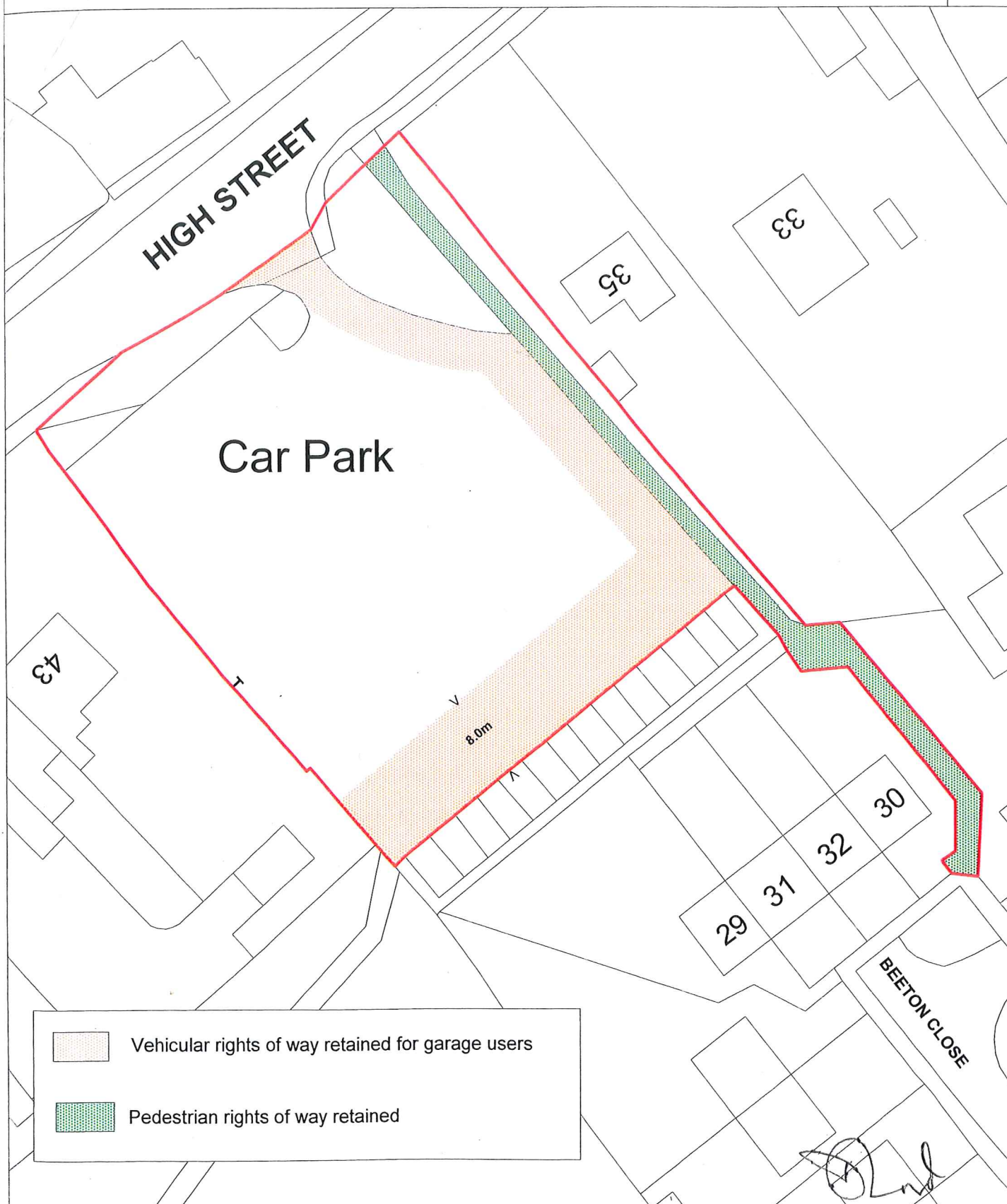


[Handwritten signature]

L03072

for: On behalf of Chief Executive

Public Car Park, High Street, Melbourn

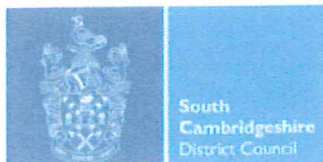
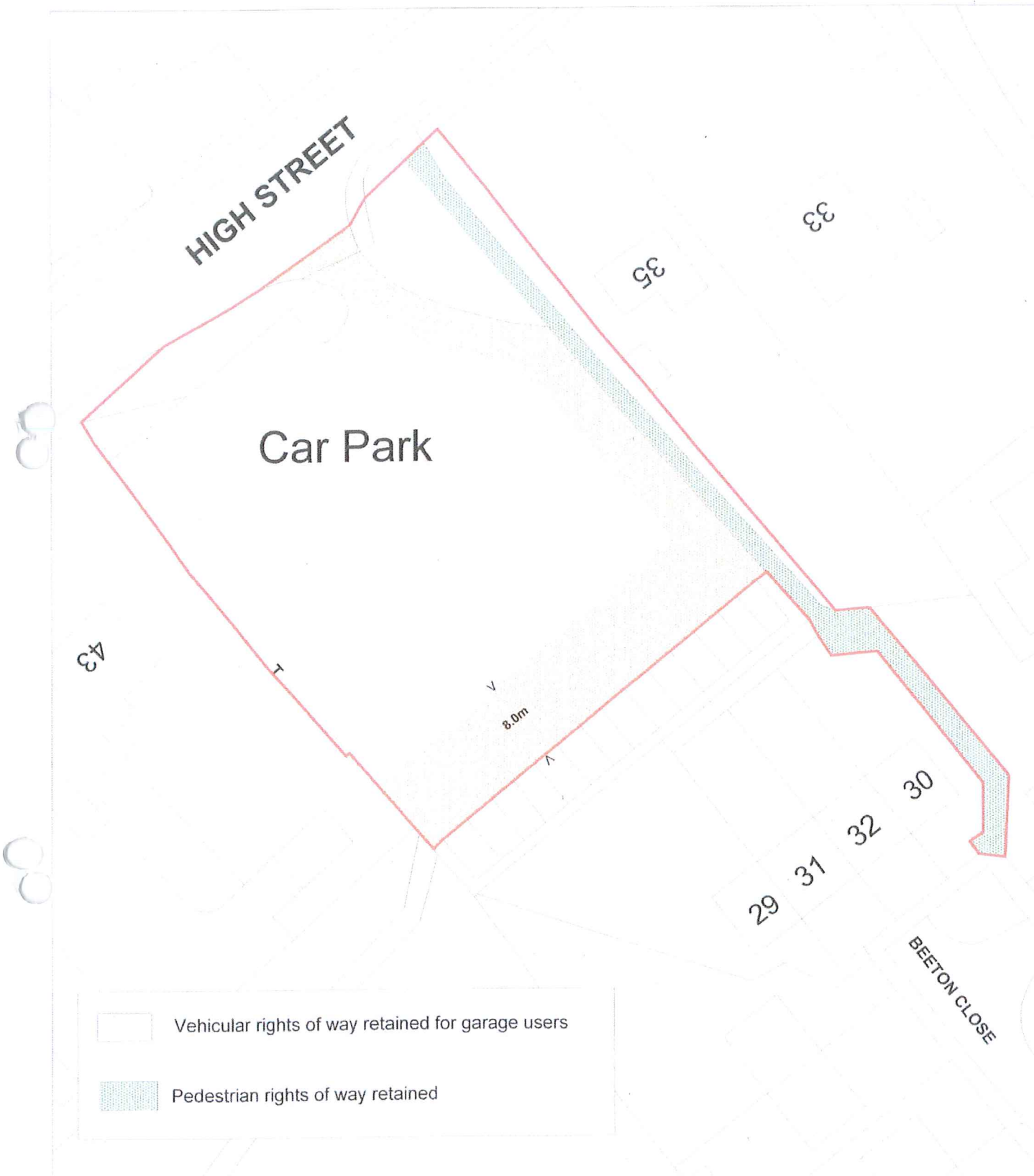


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Scale: 1:500

Date: 14.6.10

Public Car Park, High Street, Melbourn



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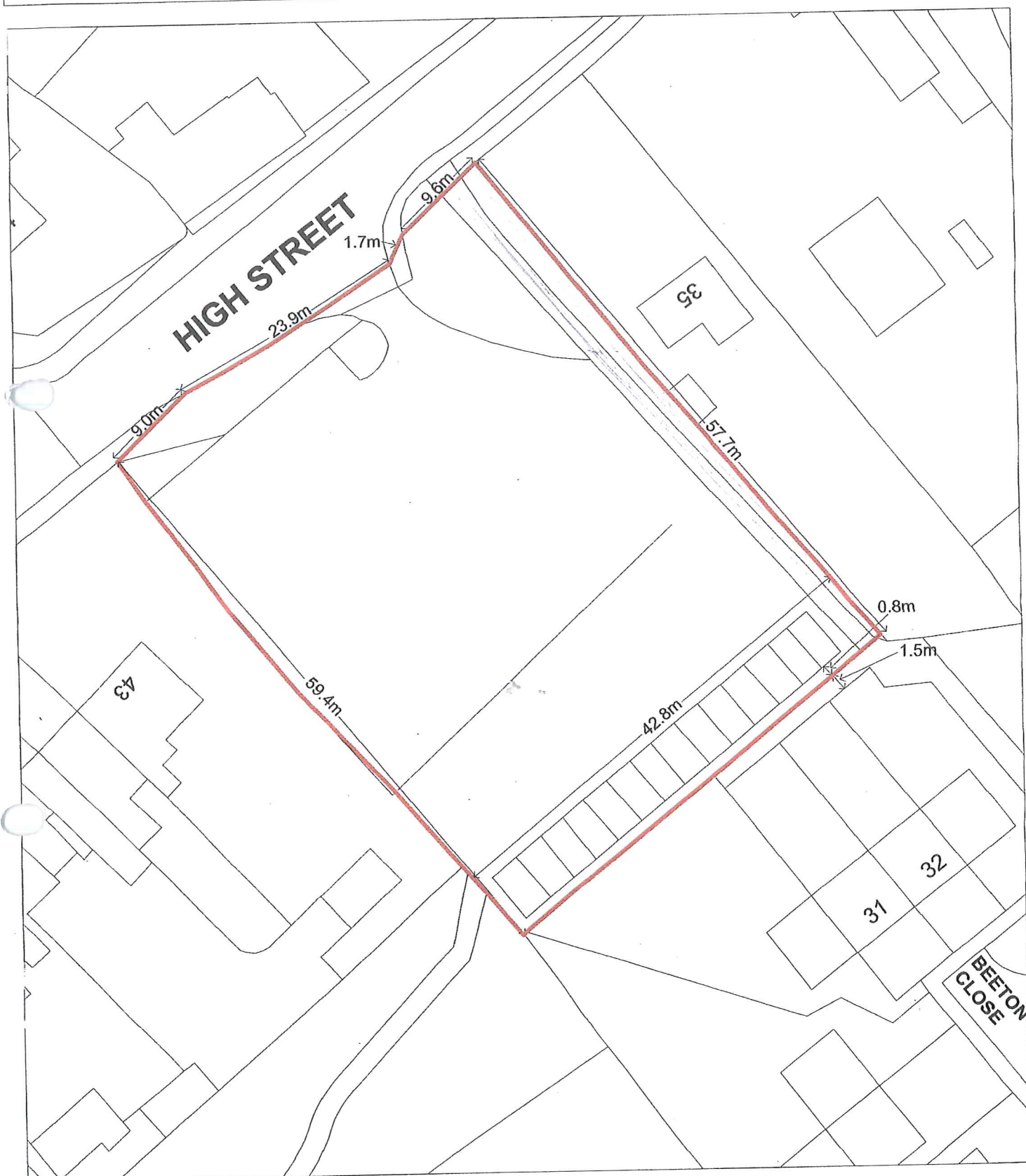
Scale: 1:500

Date: 14.6.10

PUBLIC CAR PARK, HIGH STREET, MELBOURN



South
Cambridgeshire
District Council



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SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL LICENCE NO 100022500 2006

Scale 1:500

