

Your reference:

Our reference: MC04.MEL0123-0022.DN

Direct email: mcampbell@hcrlaw.com



18 August 2022

Melbourn Parish Council
Melbourn Community Hub
30 High Street
Melbourn
Royston
Cambridgeshire
SG8 6DZ

**Elgin House
Billing Road
Northampton
NN1 5AU**

Telephone: 01604 233 233
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Direct Line: 01604 463 379

**REAL ESTATE COMMERCIAL
PROPERTY**

Dear Committee

Re. Transfer of open space, Orchard Gardens, Melbourn

This letter of report has been prepared for the sole benefit of yourselves in connection with the transfer you are proposing to enter into of land at Orchard Gardens Melbourn and for no other purpose. The contents of this report are private and confidential and must not be relied on or made available to any third party without this firm's consent.

The main terms of the Transfer are as follows:-

1. Transfer – Stonebond Properties (Chelmsford) Ltd
2. Price - £1
3. Property – the property is the land shown hatched black on the plan on which comprises the local area of play (LEAP) and the local equipped area of play (LAP). Please check that the areas which are shown accord with your understanding of the areas which are to be transferred to you. If there is any discrepancy, please advise accordingly.
4. Rights - The property is sold subject the right over and along the Private Accessways which are accessways which are not intended to be adopted by the Local Authority. Looking at the plan none of these areas about the LEAP or LAP so you will not need to exercise this right
5. Reservations - there is reserved for the Transferor (i.e.Stonebond) and the management company being Orchard Gardens (Melbourn) Limited the right to use all roads and footpaths and private accessways.
6. Electricity -there is reserved to the electricity provider the rights to enter on to the LEAP or LAP

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as may be required in order to maintain, use, inspect, relay, renew, replace any electric cables or conduits which are under the area transferred.

7. Highway Authority – a similar right is reserved to the highways authority to maintain the highway being Piggott Close. The right may involve entering with workmen and equipment in order to maintain repair, renew, relay the road or any surface water drainage that drains to the adopted highway.
8. Water Company – similar rights are reserved for the water authority as above
9. In terms of covenants there is a covenant imposed upon the Parish Council that the land cannot be used for any purpose other than public recreation.
10. There are positive obligations imposed with regard to the maintenance of the grassed areas and any trees or shrubs which are planted as part of a landscaping scheme.

All of the above are of a relatively standard nature. As mentioned please check the areas shown to be transferred reflect what has been agreed. If there are no additional points I will arrange for engrossments to be prepared and sent to you for signature.

Yours sincerely



Michael Campbell
For and on behalf of
HCR HEWITSONS

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](#).

1	Title number(s) out of which the property is transferred: CB334639
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land at Orchard Gardens, The Moor, Melbourn</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown hatched black and annotated 'LEAP' and 'LAP'</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor:</p> <p>STONEBOND PROPERTIES (CHELMSFORD) LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:05410293</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:</p> <p>MELBOURN PARISH COUNCIL</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>

7 Transferee's intended address(es) for service for entry in the register:
30 High St, Melbourn, Royston SG8 6DZ

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures): **ONE POUNDS (£1.00)**

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

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

The covenants implied under the LPMPA 1994 are modified so that:

(a) The covenant set out in section 2(1)(b) if the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:

(i) Make proper searches; or

(ii) Raise requisitions on title or on the results of the Transferee's searches;

(b) The covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor; and

(c) The words "at his own cost" in section 2 (1)(b) of the LPMPA 1994 shall be deleted and substituted with the words "at the cost of the person requiring compliance with the covenant".

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 Additional provisions

1. DEFINITIONS

In this Transfer the following expressions have the following meaning: -

"Estate" the land known as Orchard Gardens, The Moor, Melbourn shown edged blue on the Plan and formerly comprised under the title number CB334639

"Managed" the private roads, footpaths and accessways within the

Accessways"	Estate which are not intended to become publicly maintained.
"Management Company"	Orchard Gardens (Melbourn) Limited incorporated in England and Wales with company registration number 13152391 whose registered office is at Stonebond House, 132 – 136 New London Road, Chelmsford Essex CM2 0RC
"Plan"	the plan annexed hereto
"Relevant Authority"	all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which shall include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority or body or company to which the powers of such authority, body or company are delegated.

2. INTERPRETATION

- 2.1 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 2.2 A person includes a corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.4 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.
- 2.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.6 Clause headings shall not affect the interpretation of this transfer.
- 2.7 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.
- 2.8 The Transferor shall not be liable for any breach of the covenants arising after the Transferor has parted with all interest in the Estate.

3. RIGHTS GRANTED

Rights for the benefit of the Property

The Transferor grant to the Transferee the following rights (to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925):

- 3.1 The right (in common with the Transferor, the Management

Company and all other persons entitled to the same or similar right) for the Transferee and its successors in title and those authorised by them to pass and repass with or without vehicles over and along the Private Accessways (but on foot only in respect of any areas as are not intended for vehicular use forming part of the Private Accessway)

4. RIGHTS RESERVED

Rights for the benefit of the Estate

There are excepted and reserved out of the Property for the benefit of each and every part of the remainder of the Estate the following rights for the Transferor, the Management Company, the owner or owners for the time being of the remainder of the Estate and of any adjoining and neighbouring land and of any part or parts of that land intended to be benefitted and all persons having the like right or similar rights and the Authorities:

- 4.1 In the event that the Transferee fails to comply with the covenants set out at clauses 5.2 and 5.3 the full right and liberty for the Management Company to enter upon cross and recross with or without all necessary apparatus so much of the Property as may be necessary to enable to Management Company to comply with such covenant

Rights in favour of electricity company

- 4.2 EXCEPTING AND RESERVING unto the electricity provider for the benefit of its electricity undertaking and each and every part thereof the full right and liberty for the electricity company and its officers servants workmen and agents and all persons authorised by it to lay construct install maintain use inspect relay renew repair replace upgrade or remove underground electric cables and conduits or pipes and ancillary equipment within and under the Property or any part of the Property and to enter and be upon the Property with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is necessary from time to time for all or any of the purposes aforesaid the electricity company doing as little damage as possible and backfilling any excavations so made and restoring the surface of the Property so broken up as soon as may be practicable.

Rights in favour of the Highway Authority

- 4.3 Full right and liberty for the Highway Authority and its successors in title and its servants and agents to enter upon cross and recross with or without all necessary apparatus and vehicles so much of the Property as may be necessary to enable the Highway Authority to maintain inspect renew and repair therein the surface water drainage serving the adoptable highway (if any)
- 4.4 Full right and liberty for the Highway Authority and its successors in title to use the said surface water drainage for the purpose of draining surface water from the adoptable highway (if any)

Rights in favour of the water company

- 4.5 EXCEPTING AND RESERVING unto the water company for the benefit of its water undertaking and each and every part thereof the full right and liberty for the water company and its officers servants workmen and agents and all persons authorised by it to lay construct install maintain use inspect relay renew repair replace or remove underground pipes and conduits or drains and ancillary equipment within and under the Property or any part of the Property and to enter and be upon the Property with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is necessary from time to time for all or any of the purposes aforesaid the water company doing as little damage as possible and backfilling any excavations so made and restoring the surface of the Property so broken up as soon as reasonably possible.

5. COVENANTS BY THE TRANSFeree

Restrictive Covenants by the Transferee

THE Transferee HEREBY COVENANTS with the Transferor for the benefit and protection of each and every part of the remainder of the Estate and any other adjoining land belonging to the Transferor at the date hereof and also as a separate covenant with any other person who is now the owner of any part of the Estate and so as to bind the Property into whosoever hands the same may come and separately with the Management Company that the Transferee will at all times hereafter observe and perform the restrictions and stipulations set out below:-

- 5.1 The Property shall not be used for purposes other than public recreation in perpetuity.

Positive Covenants by the Transferee

- 5.2 To keep the Property hereby transferred in a neat and tidy condition and maintain any grassed areas
- 5.3 To maintain any trees hedges or shrubs planted by the Transferor under the terms of any landscaping or similar scheme approved by any Authority

Indemnity

- 5.4 The Transferee covenants with the Transferor (by way of indemnity only) that the Transferee and its successors in title will observe and perform the covenants and conditions contained or referred to in the registers of title number CB334639 and the covenants contained in clause 5 so far as they relate to the Property and insofar as they are subsisting and capable of taking effect and will indemnify the Transferor and its estate against all actions, proceedings, damages,

costs, claims and expenses which may be suffered or incurred by the Transferor or its estate in respect of any future breach or non-observance or non-performance of those covenants and conditions.

6. AGREEMENTS AND DECLARATIONS

- 6.1 The disposition effected by this transfer is subject to:
- 6.1.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 19 October 2021 timed at 10:06:02 under title number CB334638;
 - 6.1.2 any matters discoverable by inspection of the Property;
 - 6.1.3 any matters which the Transferor does not and could not reasonably know about;
 - 6.1.4 any matters disclosed or which would have been disclosed by searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
 - 6.1.5 any notice, order or proposal given or made by a body acting on statutory authority; and
 - 6.1.6 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002
- 6.2 All matters recorded at the date of this transfer in registers open to public inspection are deemed to be within the actual knowledge of the Transferee for the purposes of Section 6(2)(a) of the LPMPA 1994, notwithstanding Section 6(3) of the LPMPA 1994.
- 6.3 The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor or any other land other than those rights which are expressly granted by this transfer and Section 62 of the Law of Property Act 1925 is qualified so as to not include any liberties, privileges, easements, rights or advantages over any land retained by the Transferor except as expressly mentioned in or created by this transfer.
- 6.4 The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Estate but such consent shall not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.
- 6.5 The Transferor has constituted a scheme of development for plots within the Estate and it is agreed and declared as follows:
- 6.5.1 the Property is transferred subject to and with the benefit of the restrictive covenants under the scheme of development affecting or intending to affect the Estate as constituted by this transfer and transfers of other parts of the Estate;
 - 6.5.2 the intention is that the restrictive covenants imposed by this transfer and other transfers of land on the Estate shall be mutually enforceable by the purchasers of each of the plots

comprised in the said scheme and their successors in title (including the Transferee and the Transferee's successors in title) regardless of the date or dates of their respective transfers.

6.6 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.

6.7 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.

EXECUTED as a **DEED** by
STONEBOND PROPERTIES (CHELMFORD) LIMITED
acting by a director
in the presence of: -

Witness signature _____

Witness name _____

Address _____

Occupation _____

EXECUTED as a **DEED** by
MELBOURN PARISH COUNCIL

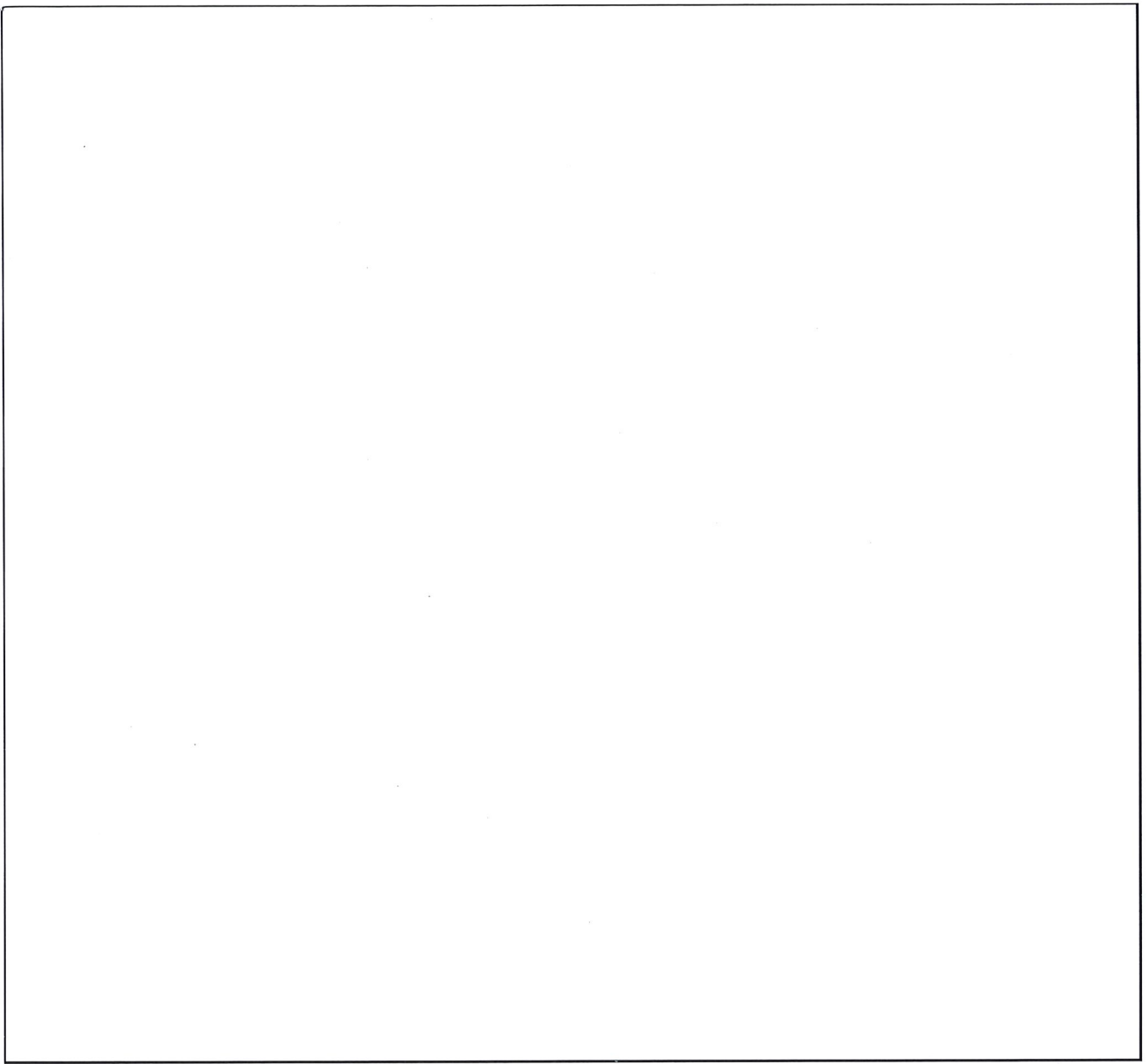
in the presence of: -

Witness signature _____

Witness name _____

Address _____

Occupation _____



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Overseas Plan Legend

- Indicates Plot Boundary.
- Indicates Estate Boundary.
- Housing Association Boundary.
- Plot Boundary Ownership Marker.
- 00 Parking Bay Number
- V Allocation Marker
- Denotes Plot No.
- Private Shared Access way.
- Managed Area.
- Land retained for Parish Council.
- Boundary assessment.
- Land retained by Stonebond Properties (Cheshamford).
- Landscaped buffer.

Notes:

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REV	DESCRIPTION	BY	DATE
17	UPDATED ELECTRICITY EASEMENT AND LAND RETAINED FOR PARISH COUNCIL, ADDED SECTION OF LAND IN FRONT OF PLOT 23 TO MANAGED AREA.	CA	11/10/2021
16	SMALL CUT OUT AREA TO BE ADDED TO RED LINE BOUNDARY GREEN SHADING OMITTED FROM LAND RETAINED FOR PARISH COUNCIL. NOTE IN LEGEND.	CA	24/09/2021
15	INDICATION OF LEAP & LEAP AS A PER CLIENT INSTRUCTION	CA	24/09/2021
14	PRIVATE DRIVE AMENDED. ORANGE DASHED LINES OMITTED FROM PLAN, AS PER CLIENTS COMMENTS	CA	14/08/2021
13	MINOR AMENDMENT TO PRIVATE DRIVE ADJACENT TO PLOT 22/23 TO REFLECT CIVIL ENGINEERS PROPOSALS	CA	04/08/2021
12	TO INCORPORATE AREA OF LAND TO SW	CA	14/02/2021
11	ESTATE BOUNDARY LINE COLOUR REVERSE FROM RED TO BLUE. BLACK TO BLUE.	CA	09/04/2021

STONEBOND PROPERTIES

CLIENT: STONEBOND PROPERTIES
 130/134 NEW LONDON ROAD
 CHELMSFORD, ESSEX
 CM2 0RG
AGREEMENT: EVOLUTION

SITE: ORCHARD GARDENS
 MELBOURN, CAMBRIDGESHIRE
TITLE: CONVEYANCE PLAN
PLOT 23

SCALE AT A3:	DATE:	DRAWN:	CHECKED:
1:500	11/10/2021	CA	NB
PROJECT NO:	DRAWING NO:	REVISION:	
CHE215	215-ARC-2300		17

