

DATED

2023

MELBOURN PARISH COUNCIL

(1)

**THE MASTER (OR KEEPER) AND FELLOWS OF
PETERHOUSE IN THE UNIVERSITY OF CAMBRIDGE**

(2)

DEED OF COVENANT

Relating to

Land on the north-east side of New Road, Melbourn, Royston

PARTIES

1. **THE MASTER (OR KEEPER) AND FELLOWS OF PETERHOUSE IN THE UNIVERSITY OF CAMBRIDGE** of The Bursary, Peterhouse, Trumpington Street, Cambridge CB2 1RD (the "**Covenantee**"); and
2. **MELBOURN PARISH COUNCIL** of Melbourn Community Hub, 30 High Street, Melbourn, Cambridgeshire, SG8 6DZ (the "**Buyer**")

RECITALS

- (A) This deed is supplemental to a Contract dated 14th July 2017 as made between (1) the Covenantee, (2) Hopkins Homes Limited and (3) Endurance Estates Strategic Land Limited ("Contract") in respect of Land on the east side of New Road, Melbourn, Royston now registered at HM Land Registry with title number CB426864 ("Property").
- (B) The Contract contains obligations in respect of the Visibility Splay Area and Future Access Corridor which have been replicated in this deed.
- (C) The Visibility Splay Area is the land tinted green and edged and cross hatched in red on the attached Plan 2.
- (D) The Future Access Corridor is the 15m wide strip of land shown coloured green and edged and hatched red on the attached Plan 2.
- (E) The Buyer has by a transfer dated with the same date as this deed acquired part of the Property as is identified on the attached Plan 1 ("**Acquired Property**") and has agreed to be bound by the covenants.

NOW THIS DEED WITNESSES:

As required pursuant to the Contract, the Buyer covenants with the Covenantee to:

1. to keep the Visibility Splay Area and the Future Access Corridor properly cultivated and maintained and clear from vegetation other than normal planting or as required by any planning permission and/or reserved matters approval in relation to which the landscape strategy shall provide for proper cultivation and maintenance and for the Visibility Splay Area and Future Access Corridor being kept clear of anything other than normal planting.
2. at the request of the Covenantee to enter into any agreements reasonably necessary to facilitate the grant of planning permission to enable development on the land comprised in Title Number CB357853 or the land to the north east of the Property, which may for the avoidance of doubt require the Visibility Splay Area to serve as a visibility splay for such development or any other reasonable use subject to the

Covenantee paying the Buyer's reasonable and proper legal fees relating thereto and any such agreements shall contain indemnity covenants in a form reasonably approved by the Buyer's Conveyancer.

3. to enter into such deeds of grant for rights of access and the running and passage of services through the roads and service media as may reasonably be required to serve development on the land comprised in Title Number CB357853 via the Future Access Corridor and/or to the land to the north east of the Property subject to the Covenantee paying the Buyer's reasonable and proper legal fees relating thereto and any such agreements shall contain indemnity covenants in a form reasonably approved by the Buyer's Conveyancer.

The Buyer further covenants to enter a restriction on the Acquired Property in the following form:

"No disposition of the registered estate by the proprietor of the registered estate or the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of the Deed of Covenant dated 2023 and made between (1) THE MASTER (OR KEEPER) AND FELLOWS OF PETERHOUSE IN THE UNIVERSITY OF CAMBRIDGE and (2) MELBOURN PARISH COUNCIL have been complied with or do not apply to the disposition."

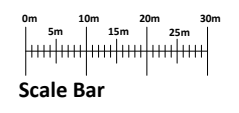
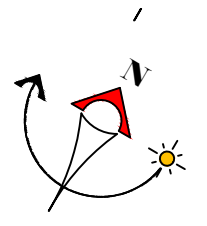
This deed is executed and delivered as a deed and is not delivered until it is dated.


EXECUTED as a **DEED** by **MELBOURN PARISH COUNCIL** acting by
Councillor [] and
Councillor [],
as two authorised signatories on behalf
of Melbourn Parish Council in the presence of the Clerk

.....
Councillor

.....
Councillor

Clerk





**HOPKINS
HOMES**

Project:
**DEVELOPMENT AT
MELBOURN, NEW ROAD.**

Drawn:
**STRATEGIC GREEN BELT
CONVEYANCE**

| | |
|--------------|----------|
| Drawing Area | Date |
| 1:1250 @ A3 | Nov 2021 |
| Client | MEL9 |
| Drawn By | 001 |
| Checked By | F |

HOPKINS HOMES LTD
 MELTON PARK HOUSE,
 MELTON, WOODBRIDGE,
 SUFFOLK, IP12 1TJ
 TEL: 01394 446800, FAX: 01394 389605.

Plan A

