

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: CB474399
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: <i>DO NOT DATE</i>
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>

(b) Registered number in the United Kingdom including any prefix:

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



- Conveyance Plan Legend:**
- Indicates Plot Boundary.
 - Indicates Estate Boundary.
 - Housing Association Boundary.
 - T Plot Boundary Ownership Marker.
 - 00 Parking Bay Number Allocation.
 - V Visitors' Parking Bay
 - ## Denotes Postal No.
 - ## Denotes Plot No.
 - Private Shared Access way.
 - Managed Areas.
 - Land retained for Parish Council.
 - Electricity easement.
 - Land retained by Stonebond Properties (Chelmsford) Limited.
 - Landscape buffer

Notes:

1. THE COPYRIGHT OF THIS DRAWING IS VESTED IN STONEBOND PROPERTIES AND IT MAY NOT BE REPRODUCED IN WHOLE OR PART OR USED FOR THE MANUFACTURE OF ANY ARTICLE WITHOUT THE EXPRESS PERMISSION OF THE COPYRIGHT HOLDERS.
2. WORK TO FIGURED DIMENSIONS ONLY.
3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS, SERVICE ENGINEERS AND STONEBOND PROPERTIES DRAWINGS AND SPECIFICATIONS.

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 FRONTAGE OF PLOT 23 ADDED TO RED LINE BOUNDARY. GREEN SHADING OMITTED FROM 'LAND RETAINED FOR PARISH COUNCIL' NOTE IN LEGEND	CL	24/09/2021
15	INDICATION OF LAP & LEAP AS A 'MANAGED AREA' OMITTED AS PER CLIENT INSTRUCTION	CL	24/09/2021
14	PLOT 22 RED LINE BOUNDARY TO PRIVATE DRIVE AMENDED. ORANGE DASHED LINES OMITTED FROM PLAN, AS PER CLIENTS COMMENTS	CL	16/08/2021
13	MINOR AMENDMENT TO PRIVATE DRIVE ADJACENT TO PLOT 22/23 TO REFLECT CIVIL ENGINEERS PROPOSALS	CL	06/08/2021
12	PLOT 17 BOUNDARY AMENDED TO INCORPORATE AREA OF LAND TO SW	CL	14/05/2021
11	ESTATE BOUNDARY LINE COLOUR REVISED FROM RED TO BLUE. T MARKS COLOUR REVISED FROM BLACK TO BLUE.	CL	09/04/2021

STATUS: **CONSTRUCTION ISSUE**



CLIENT: STONEBOND PROPERTIES
132-136 NEW LONDON ROAD
CHELMSFORD, ESSEX
CM2 0RG

ARCHITECT: EVOLUTION

SITE: ORCHARD GARDENS
MELBOURN, CAMBRIDGESHIRE

TITLE: CONVEYANCE PLAN
PLOT 23

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

“Managed Accessways”	the private roads, footpaths and accessways within the Estate and coloured green on the Plan 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 Vantage Point, 23 Mark Road, Hemel Hempstead, Hertfordshire, HP2 7DN
“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 Management Company grants 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 and apparatus over and along the Managed Accessways (but on foot only in respect of any areas as are not intended for vehicular use forming part of the Managed Accessways)

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 right for the Management Company:

- 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 the Management Company to comply with such covenants

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 such part of the Property as is reasonable necessary with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is reasonably 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 reasonably possible and to the Transferee's reasonable satisfaction.

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 reasonably 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 such part of the Property as is reasonable necessary with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is reasonably 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 and to the Transferee's reasonable satisfaction.

5 COVENANTS BY THE TRANSFEEE

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 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 the Relevant Authority

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.

13 Execution

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
ORCHARD GARDENS (MELBOURN) LIMITED
acting by a director in the presence of:-

Witness signature _____

Witness name _____

Address _____

Occupation _____

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

Dated 11 June 2024

REPORT ON TITLE

AMENITY LAND AT
ORCHARD GARDENS
THE MOOR
MELBOURN

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1 INTERPRETATION

The following terms are used in this report:

“Benefits” any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property.

“Incumbrances” any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject.

“Property” The property described in paragraph 4 of this report.

“SDLT” Stamp duty land tax

“Developer” Stonebond Properties (Chelmsford) Limited (company number 05410293) of Aquila House, Waterloo Lane, Chelmsford, CM1 1BN.

“VAT” value added tax chargeable under the Value Added Tax Act 1994.

2 SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

- 2.1 This report has been prepared for the sole benefit of Melbourn Parish Council in connection with its acquisition of the Property from the Developer and for no other purpose.
- 2.2 The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.
- 2.3 The report is based on our review of the title documentation provided by the Developer. We have not obtained any up to date conveyancing searches against the Property.
- 2.4 We have not inspected the Property and are unable to advise on the physical condition of the Property.
- 2.5 We have not taken any steps to verify independently the information supplied by the Developer in replies to enquiries.
- 2.6 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property.

3 SUMMARY

- 3.1 The Developer is transferring the Property to the Parish Council for consideration of £1.00 pursuant to a Section 106 Agreement dated 10 August 2018.
- 3.2 The Developer will pay a commuted sum of £35,000 to the Parish Council on completion of the transfer of the Property.

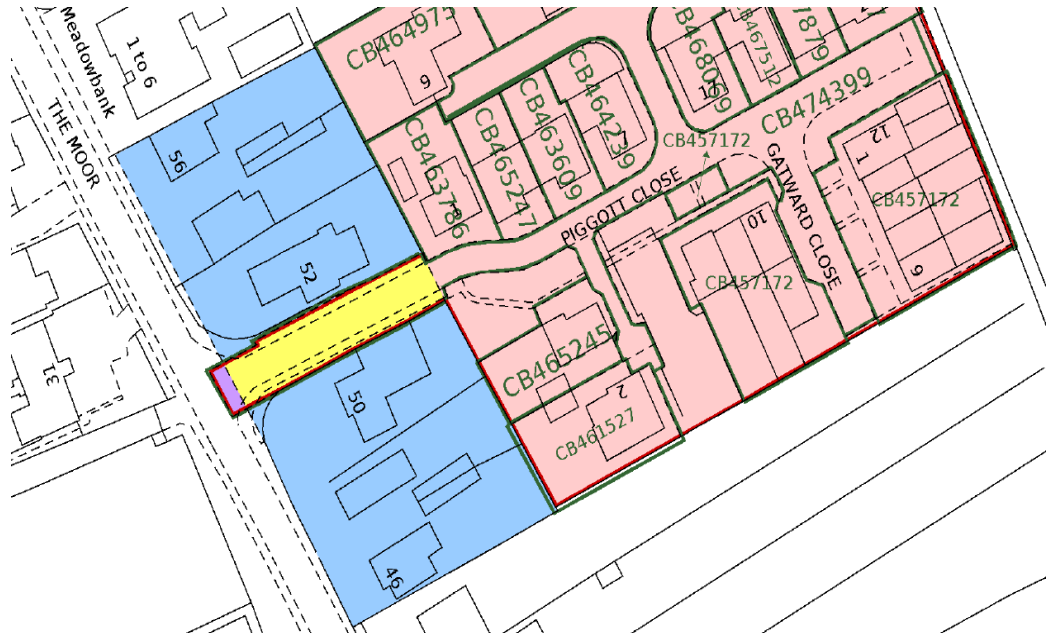
4 THE PROPERTY

- 4.1 The Property is the freehold amenity land hatched black on the attached transfer plan (Appendix 1) and annotated "LEAP" and "LAP".
- 4.2 Please check the plan carefully to ensure that it accurately reflects the extent of the land that you believe you are acquiring. The plan may not show the exact location of the boundaries of the Property. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection.
- 4.3 The Property is registered at the Land Registry under title number CB334639 with absolute freehold title which is the best class of title available.
- 4.4 The Developer is the registered owner of the Property.

5 MATTERS BENEFITING THE PROPERTY

The Property enjoys the following Benefits:

- 5.1 The Property has the benefit of the following rights reserved by a Conveyance dated 9 November 1965 between (1) Graham Alexander Whitehead and Gladys Florence Whitehead (Vendors) and (2) Whittlesford Properties Limited (Purchaser):-
- a right of way over and along the new roadway to be constructed by the Purchaser (the new road is the roadway coloured yellow on the plan extracted below):



- a right of drainage through the drains to be laid by the Purchaser under the new road to the main sewer in Moor Lane with the right to enter upon the property for the purpose of laying and repairing the said drains subject to causing as little damage as possible and making good all damage; and
- a right of wayleave for the electricity pylon now standing on the property thereby conveyed and for the electricity wires leading therefrom to the adjoining property of the Vendors.

5.2 The Property has the benefit of the following rights over the land edged and numbered CB457172 in green on the title plan (Appendix 2) pursuant to a Transfer of that land between the Developer and South Cambridgeshire District Council dated 29 January 2021:

- Rights to use the foul water and surface water sewers and conduits.
- Rights to enter upon the land if reasonably necessary to carry out any works required to the Property.
- Rights of support.

6 MATTERS BURDENING THE PROPERTY

The Property is subject to the following Incumbrances:

6.1 The Property is subject to the following easements contained in a Deed dated 3 May 2019 of the roadway tinted yellow and mauve on the title plan.

- Subject to rights of access, where necessary, to undertake any maintenance of the estate road.
- Rights of support
- Rights to temporarily close the estate road to undertake any realignment, maintenance upgrading or renewal work in connection with the construction of the road to adoptable standards.
- Rights to temporarily close the estate road where required to upgrade, install, replace or renew any service media serving the properties within the development.

6.2 The Property is subject to the following reciprocal rights granted in favour of the land edged and numbered CB457172 in green on the title plan pursuant to the transfer dated 29 January 2021 referred to at 5.2 above:

- Rights to connect into and use the foul water and surface water sewers and conduits.
- Rights to enter upon the Property if reasonably necessary to carry out any works required to the land.
- Rights of support.

6.3 The developer entered into a Deed of Easement on 4 January 2021 with Last Mile Electricity Limited granting the electricity company rights to lay, use and maintain electric lines, fibre optic cables and other conducting media and necessary apparatus within the "Strip" shown by a brown line on the plan below. The "Strip" extends 1.5 metres either side of the route shown. The electricity company has rights to enter onto the land with or without necessary machinery and apparatus if required to carry out any works to the electricity lines.



- 6.4 The title stipulates that the Property is subject to rights of drainage and rights in respect of water, gas, electricity and other services granted by transfers of the adjoining properties.
- 6.5 The title stipulates that parts of the Property affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of support, protection, protrusion and rights of entry for repair and maintenance granted by transfers of the parts so edged and numbered.
- 6.6 The Property is subject to rights of user (as amenity areas) granted by transfers of the properties within the development.

7 SEARCH RESULTS

7.1 Index map search

An index map search confirms whether a property is registered at the Land Registry (and, if so, the title number(s) under which it is registered). If a property is not

registered, an index map search will show whether a property is subject to any pending applications for registration or any cautions against first registration.

The result of our index map search confirmed that the Property is registered under the title number stated in paragraph 4.3 of this report.

7.2 Local land charges search

A search of the local land charges register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search. Local land charges registered after the date of the search will still bind a property.

The Developer has provided a copy of its local land charges search obtained from Cambridge City Council and South Cambridgeshire District Council on 25 August 2020. The result of the search did not show any entries that adversely affect the Property and revealed that the following local land charges are registered against the Property:

- The Property is within an Area of Special Advertisement Control.
- Section 106 Agreement dated 10 August 2018.
- Section 106 Agreement Deed of Variation dated 13 May 2020.
- Conditional planning permission dated 14 August 2018 for the construction of 23 dwellings with associated access from The Moor, infrastructure and open space.

7.3 Local authority search

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties. If you require information about neighbouring properties, you should let us know so that further enquiries can be made.

The Developer has provided a copy of its local authority search obtained from Cambridge City Council and South Cambridgeshire District Council on 25 August 2020. The result of that search did not show any entries that adversely affect the Property and revealed the following information accurate at the date of the search result:

- The Moor is a highway maintainable at public expense. However, please let us know if you are aware of anything that may indicate that the Property does not abut the highway, for example, a strip of concrete or a grass verge between the Property and the road surface. Please also let us know if you are aware that access to the Property is gained other than from the highway.
- No part of the Property is registered as common land or as a town or village green. The possibility of land being common land or a town or village green is significant, as the land may be subject to third party rights and the owner's ability to use or develop the land may be restricted. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances.

7.4 **Environmental search**

If a local authority determines that land is contaminated, and the party who caused or knowingly permitted the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to buy a property.

An environmental data search can be used to establish the risk of land being contaminated, by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also known as a "desktop search". An environmental data search does not include a site visit or testing of soil or groundwater samples.

The Developer has provided a copy of its environmental data search obtained from CLS Property Insight on 3 September 2020. The result of the search showed that, at the date of the search, the Property was unlikely to be classed as contaminated land.

7.5 Chancel repair search

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability as this may limit the availability of indemnity insurance.

The developer has provided a copy of its chancel repair search obtained from CLS Property Insight Limited on 21 October 2019. The result of the search showed that the Property is not within the historical boundary of a parish which continues to have a potential chancel repair liability.

7.6 Land Registry official search

A Land Registry official search shows whether the register for a property has changed since the copy of the register was originally issued to the buyer's solicitor. The search also gives the applicant a "priority period". Any new entries that are registered in the priority period will not bind the applicant, as long as the Land Registry receives their application for registration within the priority period.

It is too early to carry out a Land Registry official search now, but we will carry out a search before completion of the purchase of the Property.

Please note the information revealed in the search results provided by the Developer is accurate as at the date of the search result only. If you would like to obtain up to date searches please notify us.

8 REPLIES TO ENQUIRIES

8.1 You should note the following information provided by the Developer:

8.1.1 The Developer has provided the attached Liberty Legal Indemnities Defective Title Insurance Policy for the development as good title was not provided for the land coloured green and yellow on Plan 2 annexed to the policy which forms part of the access. The policy covers the site edged red on Plan 1 and Plan 2 annexed to the policy for a limit of indemnity of £8,000,000 in perpetuity (Appendix 3).

8.1.2 The Developer has provided the attached Liberty Legal Indemnities Restrictive Covenant Insurance Policy as the development may breach restrictive covenants

contained in a Conveyance dated 13 September 1966. The purpose of the policy is to insure against any claim made by a third party for a breach covenant. The policy covers the site edged red on the plan annexed to the policy for a limit of £9,421,754 in perpetuity (Appendix 4).

- 8.1.3 The Developer has provided the attached plan (reference D1569CU) which shows the services laid beneath the Property (Appendix 5).

9 PLANNING

- 9.1 The use of the Property as open space is authorised by a planning permission dated 14 August 2018.

10 TRANSFER FROM DEVELOPER TO PARISH COUNCIL

A copy of the Transfer you will enter into is attached (Appendix 6) and we would refer you to the following:

- Clause 3 Rights Granted - The Property is transferred with the benefit of a right of way over Piggott Close which is intended to remain private and be maintained at the residents expense.
- Clause 4 Reservations - there is reserved for the Developer, and the Management Company (Orchard Gardens (Melbourn) Limited) the right to use all roads and footpaths and private accessways.
- Electricity -there is reserved to the electricity provider the rights to enter on to the LEAP or LAP as may be required in order to maintain, use, inspect, relay, renew, replace any electric cables or conduits which are under the area transferred.
- 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.
- Water Company – similar rights are reserved for the water authority as above

- Clause 5 Covenants - The Parish Council is required to comply with the covenant at clause 5.1 not to use the Property other than for public recreations.
- The Parish Council is required to comply with the positive covenants set out at clauses 5.2 and 5.3 to keep the Property in a neat and tidy condition and to maintain any greased areas and to maintain any trees, hedges or shrubs planted by the Developer.

11 SDLT

The purchase of the Property will not be subject to SDLT.

12 CONCLUSION

Subject to the matters referred to in this report we are of the opinion that upon completion of the purchase of the Property and registration at the Land Registry you will obtain a good and marketable title to the Property.

APPENDIX 1
Property Plan



- Conveyance Plan Legend:**
- Indicates Plot Boundary.
 - Indicates Estate Boundary.
 - Housing Association Boundary.
 - T Plot Boundary Ownership Marker.
 - 00 Parking Bay Number Allocation.
 - v Visitors Parking Bay
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16	SMALL 'CUT OUT' AREA TO FRONTAGE OF PLOT 23 ADDED TO RED LINE BOUNDARY. GREEN SHADING OMITTED FROM 'LAND RETAINED FOR PARISH COUNCIL' NOTE IN LEGEND	CL	24/09/2021
15	INDICATION OF LAP & LEAP AS A 'MANAGED AREA' OMITTED AS PER CLIENT INSTRUCTION	CL	24/09/2021
14	PLOT 22 RED LINE BOUNDARY TO PRIVATE DRIVE AMENDED. ORANGE DASHED LINES OMITTED FROM PLAN, AS PER CLIENTS COMMENTS	CL	16/08/2021
13	MINOR AMENDMENT TO PRIVATE DRIVE ADJACENT TO PLOT 22/23 TO REFLECT CIVIL ENGINEERS PROPOSALS	CL	06/08/2021
12	PLOT 17 BOUNDARY AMENDED TO INCORPORATE AREA OF LAND TO SW	CL	14/05/2021
11	ESTATE BOUNDARY LINE COLOUR REVISED FROM RED TO BLUE. T MARKS COLOUR REVISED FROM BLACK TO BLUE.	CL	09/04/2021

REV:	DESCRIPTION:	BY:	DATE:
	STATUS:	CONSTRUCTION ISSUE	



CLIENT: STONEBOND PROPERTIES
132-136 NEW LONDON ROAD
CHELMSFORD, ESSEX
CM2 0RG

ARCHITECT: EVOLUTION

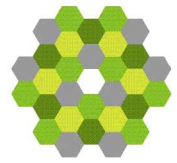
SITE: ORCHARD GARDENS
MELBOURN, CAMBRIDGESHIRE

TITLE: CONVEYANCE PLAN
PLOT 23

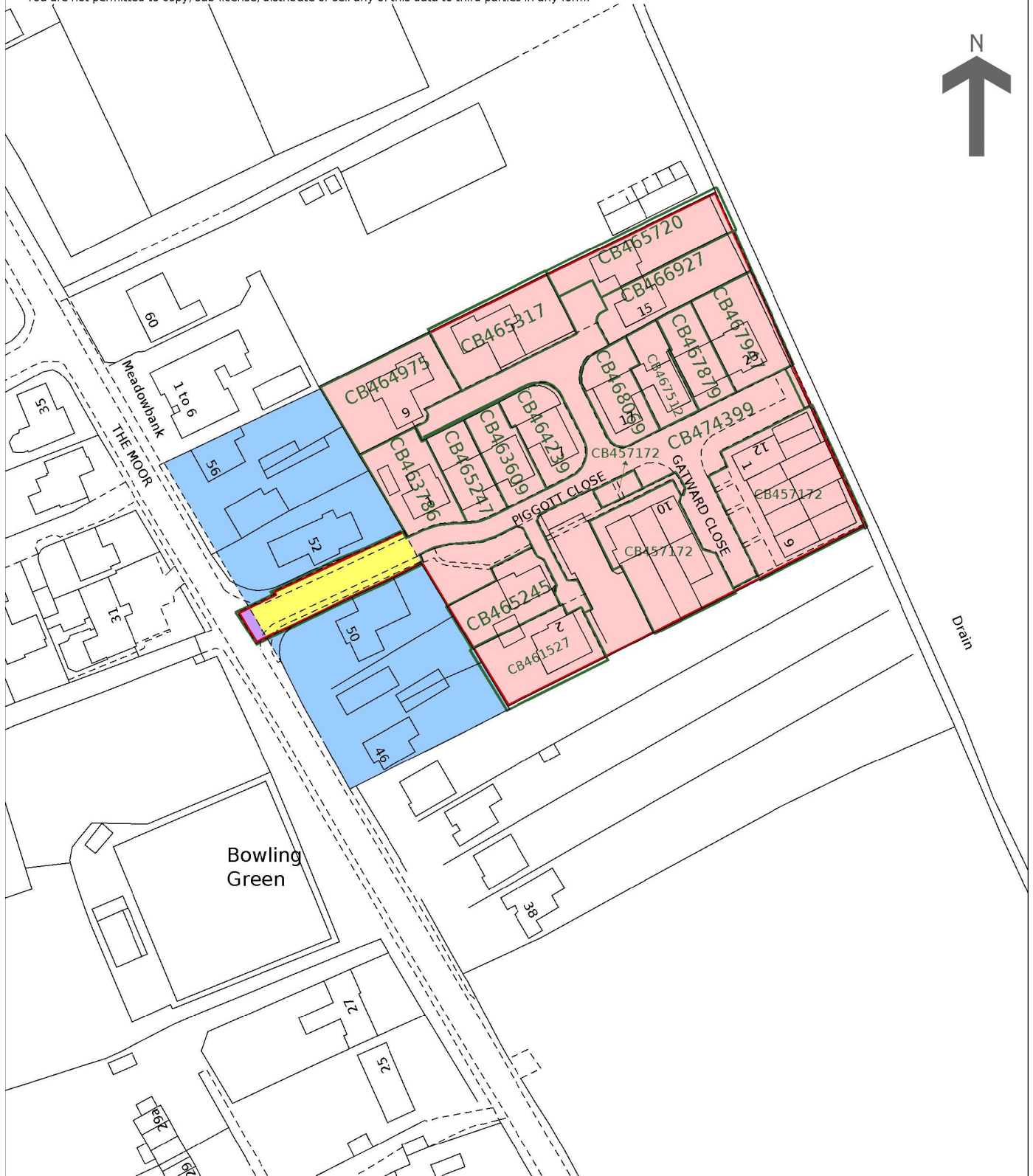
SCALE AT A3: 1:500	DATE: 11/10/2021	DRAWN: CA	CHECKED: NB
PROJECT NO: CHE215	DRAWING NO: 215-ARC-2300	REVISION: 17	

APPENDIX 2

Title Plan



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APPENDIX 3

Liberty Legal Indemnities Defective Title Insurance Policy

Liberty Legal Indemnities

SCHEDULE

POLICY NO: BCD 1971768

SINGLE PREMIUM: £2,100
INSURANCE PREMIUM TAX: £252
TOTAL PREMIUM: £2,352

THE INSURER: LIBERTY LEGAL INDEMNITIES
Underwritten by Liberty Mutual Insurance Europe SE under the Binding Authority
Contract Number RNMFP1903841

THE INSURED: JOHN GRAHAM WHITEHEAD, ALASTAIR WARD WHITEHEAD and MOIRA JUNE
MORRIS and their successors in title, the owner(s) for the time being of the
PROPERTY or any part thereof and any mortgagees, chargees and security
trustees (and financial institutions on whose behalf they are acting), lessees and
lessees' mortgagees all of whom shall be bound by the terms and conditions of
this policy

THE PROPERTY: Land at the back of 46-56 The Moor, Melbourn SG8 6ED shown edged red on the
annexed Plan 1 and edged red on the annexed Plan 2

THE DEFECT: The INSURED cannot deduce good title to a parcel of land which is shown
coloured green and coloured yellow on the annexed Plan 2 which is unregistered
at the DATE OF COMMENCEMENT and forms part of the access to the PROPERTY
from the public highway

INSURED USE: Residential development pursuant to planning permission

PERIOD OF INSURANCE: The period beginning on the DATE OF COMMENCEMENT and continuing in
perpetuity

LIMIT OF LIABILITY: £8,000,000

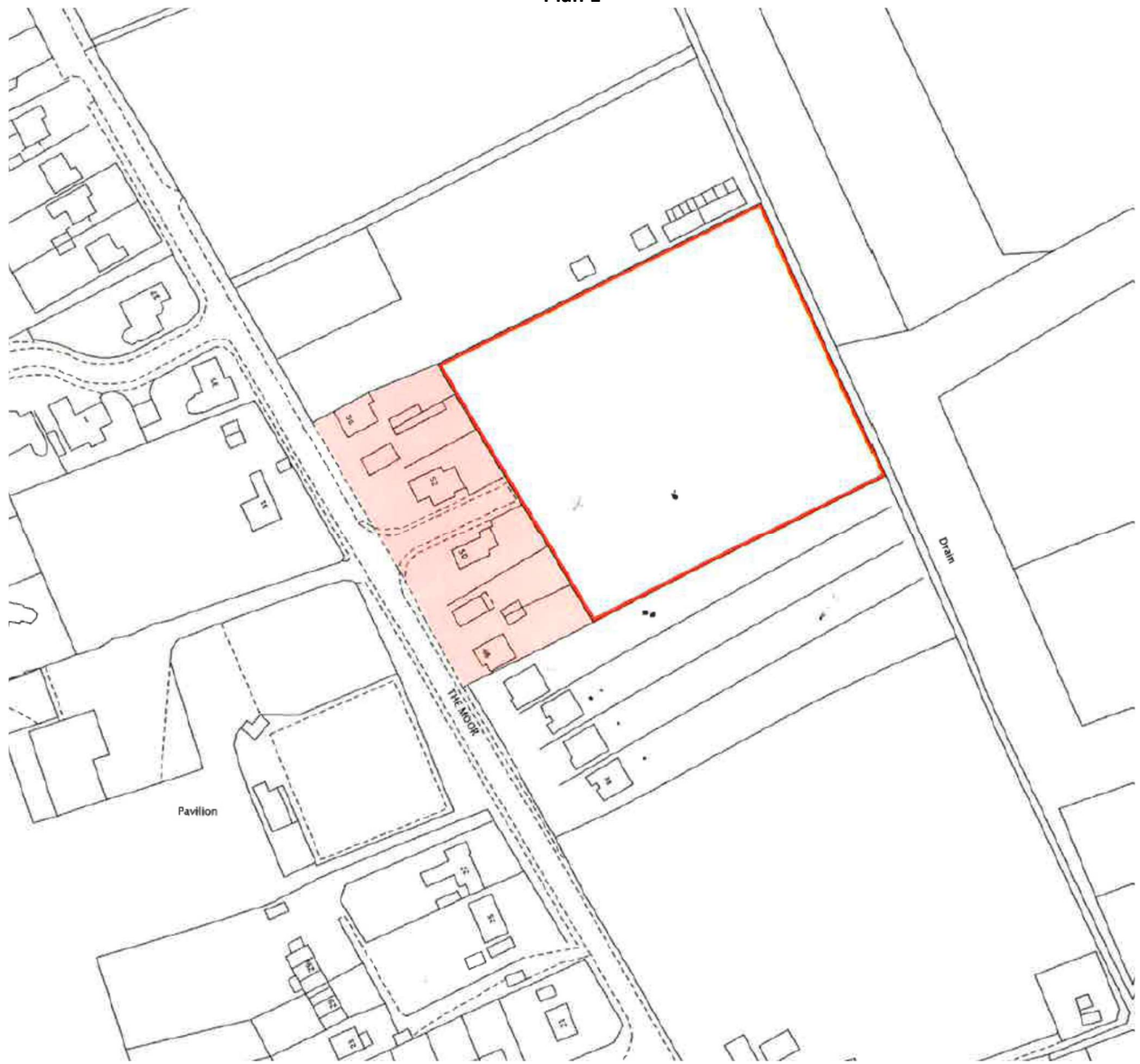
DATE OF COMMENCEMENT: 05/04/2019

DATE POLICY SIGNED: 07/05/2019

Signed for and on behalf of the INSURER

Issued by Legal and Insurance Services Limited PO Box 234, Tunbridge Wells, Kent TN3 0LX

Plan 1





DEFECTIVE TITLE INSURANCE POLICY

This Policy and Schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear

WHEREAS

- (1) An application has been made to the INSURER by or on behalf of the INSURED for the cover hereinafter expressed and has paid or agreed to pay the SINGLE PREMIUM as consideration for such cover
- (2) The INSURED is or is about to become the owner lessee or mortgagee of the PROPERTY the title to which may be considered defective by reason of the DEFECT

IT IS HEREBY AGREED THAT

1. In the event of any person claiming during the PERIOD OF INSURANCE with a view to the enforcement of any estate right liability or interest:
 - (i) adverse to or in derogation of the title of the INSURED to the PROPERTY or any part thereof
 - (ii) adverse to or in derogation of any right of way or easement necessary for the use and/or enjoyment of the PROPERTY for the purposes of the INSURED USE or
 - (iii) which would adversely affect the INSURED USE

and which the INSURED is unable to rebut by reason of the DEFECT

the INSURER may assume responsibility for dealing with such claim or claims and shall subject to the provisions hereinafter contained meet the cost of so doing. In pursuance of the aforementioned responsibility the INSURER shall be entitled at their discretion to:

- (a) Allow the INSURED to instruct its own solicitors to engage in pre-action correspondence and/or to take or defend any proceedings arising out of such claim in which case the INSURER will meet the INSURED's reasonable legal costs incurred in doing so, provided that all steps or actions to be taken are agreed by the INSURER in advance
- (b) Take or defend in any Court or Tribunal in the name of the INSURED any proceedings arising out of such claim
- (c) Exercise in the name of the INSURED any rights or remedies available to the INSURED in such proceedings including the right to abandon or submit to judgment
- (d) Compromise settle or compound any such claim
- (e) Deal with such claim in such manner as they think fit

PROVIDED however that before exercising their power to abandon proceedings or submit to judgment in proceedings or compromise settle or compound any claim the INSURER shall inform the INSURED of their intentions and give the INSURED reasonable opportunity to comment thereon

2. The INSURER shall subject to the terms provisions and conditions herein or endorsed hereon pay to or for the INSURED
 - (a) All sums which the INSURED shall become legally liable to pay as damages or compensation in any consequent action or proceedings including costs and expenses properly incurred in connection therewith
 - (b) The loss of market value of the PROPERTY for the purpose of the INSURED USE at the date of
 - (i) any Court Order under which the INSURED may be dispossessed of the PROPERTY or
 - (ii) the surrender of the PROPERTY to the claimant with the written consent of the INSURER or should the INSURED be dispossessed of part only of the PROPERTY or be deprived of the use thereof or of any right of way or easement the difference between the market value of so much of the PROPERTY with such rights and easements as may be retained by the INSURED and the market value of the entire PROPERTY if the DEFECT did not exist

- (c) The cost of works (including architects' and surveyors' fees) incurred for the purpose of the INSURED USE begun or contracted for before or after the Date of Commencement and whether before or after the commencement of proceedings for a Court Order or the date of the surrender of the PROPERTY or part thereof to the extent that such expenditure is rendered abortive by the Court Order or the surrender or any compromise settlement or compounding made by the INSURER of any claim
 - (d) The cost of demolishing any building erected after the Date of Commencement for the purpose of the INSURED USE or of restoring to its former condition any building altered for such purpose so far as such demolition or restoration is necessary to comply with any Court Order or with the terms of the surrender
 - (e) Interest on capital monies borrowed by the INSURED in connection with the purchase of the PROPERTY and/or any works on the PROPERTY as part of the INSURED USE payable or accruing between the DATE OF COMMENCEMENT and the date of any Court Order or surrender referred to in clause 2(b) above to the extent that the payment of any such interest is rendered abortive by such Court Order or surrender or any compromise settlement or compounding made by the INSURER of any claim
 - (f) Any loss suffered by the INSURED as owner lessee or mortgagee of the PROPERTY and flowing directly and immediately from the granting of any injunction or the giving of any undertaking or from any award (other than damages or compensation) made by any Court or Tribunal or any compromise settlement or compounding made by the INSURER of any claim
 - (g) All sums paid with the written consent of the INSURER to free the PROPERTY from any adverse estate right or interest
 - (h) All other costs and expenses incurred by the INSURED with written consent of the INSURER
3. Regardless of the number of claims that may be made against the INSURED during the PERIOD OF INSURANCE the total amount payable by the INSURER under this policy shall not exceed in the aggregate the LIMIT OF LIABILITY
4. The INSURED shall at all times comply with the Conditions hereinafter set out

GENERAL

1. Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015 (the "2015 Act")
2. Any term of this insurance contract which would, but for this clause, put the INSURED in a worse position as respects any of the matters provided for in Parts 2, 3, 4 or 5 of the 2015 Act than it would be by virtue of the provisions of those Parts is, to that extent, of no effect, unless the INSURER has complied with the transparency requirements in Section 17 of the 2015 Act
3. The INSURED should ask the INSURER or its broker or solicitor for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract

THE DUTY OF FAIR PRESENTATION

1. Before this insurance contract is entered into, the INSURED (including anyone acting on behalf of the INSURED in arranging this insurance contract) must make a fair presentation of the risk to the INSURER, in accordance with Section 3 of the 2015 Act. In summary, they must:
 - a) Disclose to the INSURER every material circumstance which the INSURED knows or ought to know. Failing that, they must give the INSURER sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
 - b) Make the disclosure in Clause 1 a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith

2. For the purposes of Clause 1 a) above, the INSURED is expected to know the following:
 - a) If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance
 - b) If the Insured is not an individual, what is known to anybody who is part of the INSURED's management; or anybody who is responsible for arranging the INSURED's insurance
 - c) Whether the INSURED is an individual or not, what should have reasonably been revealed by a reasonable search of information available to the INSURED. The information may be held within the INSURED's organisation, or by any third party (including but not limited to the broker, solicitor, subsidiaries, affiliates or any other person who will be covered under the insurance). If the INSURED is insuring subsidiaries, affiliates or other parties, the INSURER expects that the INSURED will have included them in its enquiries, and that the INSURED will inform the INSURER if it has not done so. The reasonable search may be conducted by making enquiries or by any other means

BREACH OF WARRANTY: SUSPENSORY

If the INSURED breaches a warranty in this insurance contract, the INSURER's liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The INSURER will have no liability to the INSURED for any loss which occurs, or which is attributable to something happening, during the period when the INSURER's liability is suspended

TERMS NOT RELEVANT TO THE ACTUAL LOSS

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the INSURER cannot rely on the breach of such term to exclude, limit or discharge its liability if the INSURED shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

FRAUDULENT CLAIMS CLAUSE

1. If the INSURED makes a fraudulent claim under this insurance contract, the INSURER:
 - a) Is not liable to pay the claim; and
 - b) May recover from the INSURED any sums paid by the INSURER to the INSURED or to any third party in respect of the claim; and
 - c) May by notice to the INSURED treat the contract as having been terminated with effect from the time of the fraudulent act
2. If the INSURER exercises its right under Clause 1 c) above:
 - a) The INSURER shall not be liable to the INSURED in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the INSURER's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
 - b) The INSURER need not return any of the premiums paid

FRAUDULENT CLAIMS – GROUP INSURANCE

If this insurance contract provides cover for any person or entity who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the INSURER may exercise the rights set out in the preceding Clause above as if there were an individual insurance contract between the INSURER and the covered person. However the exercise of any of those rights shall not affect the cover provided under the contract for any other person or entity

REMEDIES FOR BREACH OF THE DUTY OF FAIR PRESENTATION

1. If, prior to entering into this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the INSURER are set out below:
 - a) If the breach of the duty of fair presentation is deliberate or reckless:
 - i) The INSURER may avoid the contract, and refuse to pay all claims; and
 - ii) The INSURER need not return any of the premiums paid
 - b) If the breach of the duty of fair presentation is not deliberate or reckless, the INSURER's remedy shall depend upon what the INSURER would have done if the duty of fair presentation had been complied with:
 - i) If the INSURER would not have entered into the contract at all, the INSURER may avoid the contract and refuse all claims, but must return the premiums paid
 - ii) If the INSURER would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the INSURER so requires
 - iii) In addition, if the INSURER would have entered into the contract, but would have charged a higher premium, the INSURER may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the INSURER shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$
2. If, prior to entering into a variation to this insurance contract, the duty of fair presentation shall have been breached, the remedies available to the INSURER are set out below:
 - a) If the breach of the duty of fair presentation is deliberate or reckless:
 - i) The INSURER may by notice to the INSURED treat the contract as having been terminated from the time when the variation was concluded; and
 - ii) The INSURER need not return any of the premiums paid
 - b) If the breach of the duty of fair presentation is not deliberate or reckless, the INSURER's remedy shall depend upon what the INSURER would have done if the the duty of fair presentation had been complied with:
 - i) If the INSURER would not have agreed to the variation at all, the INSURER may treat the contract as if the variation was never made, but must in that event return any extra premium paid
 - ii) If the INSURER would have agreed to the variation of the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the INSURER so requires
 - iii) If the INSURER would have increased the premium by more than it did or at all, then the INSURER may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the INSURER shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$
 - iv) If the INSURER would not have reduced the premium by more than it did or at all, then the INSURER may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the INSURER shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$

NON-INVALIDATION CLAUSE

The interest of any INSURED under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the INSURER, unless:

- a) Such party acted on the INSURED's behalf or with the INSURED's knowledge and consent
- b) Where the INSURED is a successor in title or mortgagee, chargee or lessee, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the INSURER prior to the DATE OF COMMENCEMENT

CONDITIONS

1. On becoming aware of any potential or actual claim against this Policy the INSURED must:
 - a) Provide written notice and details to the INSURER without unnecessary delay
 - b) Not admit any liability whatsoever or take steps to compromise or settle the claim without the prior written consent of the INSURER
 - c) Provide all information and assistance that the INSURER (and/or their agents solicitors or surveyors) require at the INSURED's own expense
2. Any act or omission by the INSURED or anyone acting on the INSURED's behalf which in whole or in part induces a claim under this Policy (save as may already have occurred and be recorded in this Policy or Schedule and save in relation to carrying out the INSURED USE) shall void this Policy
3. The INSURED or anyone acting on the INSURED's behalf will not disclose the existence of this Policy or any information relating to it to any third party other than bona fide prospective purchasers and lessees (including their lenders and respective legal advisors)
4. If at the time of a claim under this Policy there is other insurance (whether incepted by the INSURED or any other party) under which the INSURED may be entitled to make a claim either wholly or partly in respect of the same interest or risk covered by this Policy the INSURER will not be liable to pay or contribute more than their rateable proportion of the claim
5. Unless it is specifically agreed between the INSURER and the INSURED to the contrary this insurance shall be governed by English Law

COMPLAINTS

Any complaint should be addressed in the first instance to ourselves. Our contact details are as follows:-

Legal and Insurance Services Limited
P O Box 234
Tunbridge Wells
Kent
TN3 0LX

Tel: 01892 863863
Fax: 01892 861025
Email: enquiries@goodtitle.co.uk

If we are unable to resolve your complaint we will refer it to Liberty Mutual Insurance Europe SE trading as Liberty Specialty Markets (Liberty) who are the INSURER in respect of your policy. Liberty will then aim to resolve your complaint within 4 weeks. In the unlikely event that Liberty are unable to resolve your complaint within this time, they will write to let you know. At the very latest, you will receive a response to your complaint within 8 weeks of receipt.

You can contact Liberty directly at the below address:-

Complaints Manager
Liberty Specialty Markets
20 Fenchurch Street
London EC3M 3AW

Tel: +44 (0)20 3758 0840
Email: complaints@libertyglobalgroup.com

If you remain dissatisfied with Liberty's response or you have not received a response within 8 weeks from the date of your complaint, you may refer the matter to the Financial Ombudsman Service. Their contact details are as follows:-

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk
Tel: +44 (0) 800 0234 567 (landline) or +44 (0) 300 123 9 123 (mobile)
Website: www.financial-ombudsman.org.uk

NOTIFYING A CLAIM

If anything should happen which might give rise to a claim under the policy please forward full details to Legal and Insurance Services Limited at the above address. Please include mention of the Policy Number shown at the top of the Schedule to the policy.

If you do not receive a reply or acknowledgement within 10 working days please forward the details to Liberty Specialty Markets at the above address.

APPENDIX 4
Liberty Legal Indemnities Restrictive Covenant Insurance Policy

Restrictive Covenant Insurance

Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE ('the Insurer') which operates in the UK, and is subject to regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Company number: B232280.

This Insurance Product Information Document provides a summary of the standard cover, exclusions and obligations under your policy. Complete information is provided in your policy documents, and we would draw your attention to the schedule which contains details unique to this policy including, where appropriate, additional terms under a section headed Additional Policy Clauses.

What is this type of insurance?

This Restrictive Covenant Insurance policy provides cover where any third party attempts to enforce restrictive covenants affecting the title to the property. It is designed to help your property transaction proceed by providing an alternative to contacting all potential beneficiaries for consent under the covenants.



What is insured?

- ✓ The cost of defending or prosecuting any legal proceedings
- ✓ Damages, compensation and costs awarded against you by a Court or Tribunal
- ✓ The expense of complying with an injunction, or an undertaking given by the Insurer in your name
- ✓ Surveyor, architect and/or planning consultant fees, and any capital monies contracted or expended, which are subsequently rendered abortive
- ✓ Reduction in market value of the property following enforcement of the restrictive covenants
- ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.



What is not insured?

Claims relating to:

- ✗ the enforcement of any restrictive covenants not specified on the policy schedule.



Are there any restrictions on cover?

- ! Cover only applies for the use and/or works at the property as stated on the policy schedule
- ! The total amount payable by the Insurer for all claims made under the policy will not exceed the Policy Limit stated on the policy schedule.



Where am I covered?

- ✓ You are covered for claims arising in relation to the property stated on the policy schedule.



What are my obligations?

- You, or anyone acting on your behalf, must not:
 - apply for a release or modification of the restrictive covenants, without our prior written consent
 - disclose the existence of this policy to any third party other than genuine prospective purchasers, lenders, lessees and their legal advisers, without our prior written consent
 - take or fail to take steps which result in losses as outlined in the Cover section
 - enter into any negotiations or take steps to compromise or settle a claim made against you, without our prior written consent
- You must provide details to us of any potential claim as soon as reasonably practicable.



When and how do I pay?

Please liaise with your legal advisor or insurance intermediary, as appropriate, who will have been provided with details of the arrangements for payment of the single premium due for this policy.

**When does the cover start and end?**

The policy starts from the date stated in your policy schedule and continues indefinitely.

**How do I cancel the policy?**

This policy can be cancelled by contacting us within 14 days of the policy commencement date or the day on which you receive the policy, whichever is the later, provided all insured parties (such as lenders holding a mortgage or charge on the property) consent to cancellation. You will receive a full refund of premium, as long as there are no potential or actual claims pending under the policy.

Liberty Legal Indemnities

Policy schedule: Restrictive Covenant Insurance

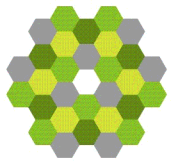
Policy number	CLI21107927
Premium	£2,250.00 (inclusive of Insurance Premium Tax)
Insurer	LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe SE under Binding Authority Contract Number RNMFP2103842
Insured	The current and future owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property.
Policy Limit	£9,421,754
Policy Commencement Date	28 January 2021
Policy Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Property	The Moor Melbourn Royston SG8 6ED as registered under Land Registry title number CB334639
Insured Risk	Title to the Property is subject to restrictive covenants contained in a Conveyance dated 13 September 1966 made between (1) Whittlesford Properties Limited and (2) Michael Anthony Boardman and Wendy Susan Boardman as referred to in Entry Number 4 of the Charges Register to Land Registry Title Number CB334639, which may be breached by the Insured Use.
Insured Use	Proposed erection of 23 residential dwellings, including the use of the land coloured yellow and coloured purple on the annexed plan as an access road for the same, pursuant to planning consent obtained prior to the Policy Commencement Date.

Date policy signed 28/01/2021

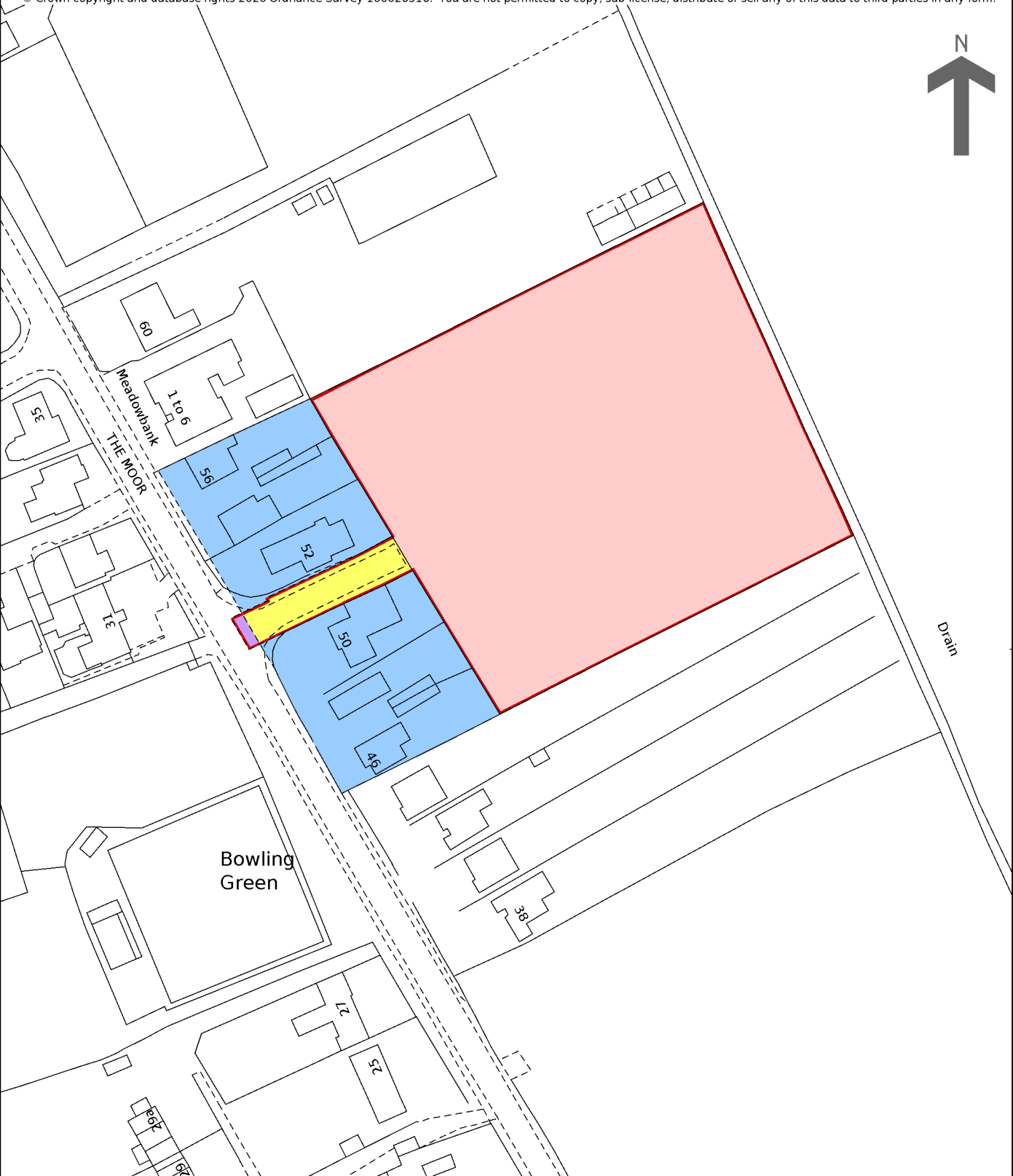
HM Land Registry

Official copy of title plan

Title number **CB334639**
Ordnance Survey map reference **TL3845SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Cambridgeshire : South
Cambridgeshire**



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Liberty Legal Indemnities

Policy wording: Restrictive Covenant Insurance

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been given in the Schedule shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Insurer and the Insured.

Operation of Cover

- a. In return for payment of the Premium, the Insurer agrees to protect the Insured during the Policy Term against loss incurred as outlined in the Cover section, subject to the terms and conditions of this policy
- b. The Insured agrees to comply with the terms and conditions of this policy. If the Insured fails to comply with any of the terms and conditions, the Insurer may refuse to pay all or part of any claim, or reduce the amount paid to the extent that the Insured's breach is responsible for increasing the losses and/or expenses incurred
- c. In providing this policy and confirming its terms and Premium, the Insurer relied on information provided by the Insured (including parties acting on their behalf) prior to the Policy Commencement Date. The Insured must take care when answering any questions and ensure that all information provided is accurate and complete. If the Insurer establishes that the Insured (including any parties acting on their behalf):
 - i. deliberately or recklessly provided false or misleading information, the Insurer may treat this policy as though it had never existed and refuse all claims for that Insured
 - ii. carelessly provided false or misleading information, this may adversely affect the cover provided to that Insured. If the Insurer would not have provided the Insured with the policy they may treat this policy as though it had never existed and refuse to pay claims but must return the Premium. If the Insurer would have offered this policy on different terms then the Insurer may apply these amended terms. If the Insurer would have charged more premium for this policy the Insurer may reduce proportionately the amount to be paid on a claim.
- d. The total liability of the Insurer under this policy will not exceed the Policy Limit.

Non-Invalidation Clause

The interest of any Insured under this policy will not be invalidated or affected by any other party breaching the policy terms and conditions, or providing false or misleading information to the Insurer, unless:

- a. such party acted on the Insured's behalf or with the Insured's knowledge and consent
 - b. where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions, or that false or misleading information has been provided to the Insurer prior to the Policy Commencement Date.
-

Cover

In the event of any person(s) or corporation attempting to enforce the restrictive covenants, directly attributable to the Insured Risk, the Insurer will pay to or on behalf of the Insured, the following:

- a. the cost of defending or prosecuting legal proceedings in a court or tribunal whether the proceedings are brought by the person making the claim or in the name of the Insured
- b. damages, compensation and costs and expenses awarded against the Insured by a court or tribunal
- c. the expense of complying with an injunction awarded against the Insured or undertaking given by the Insurer in the name of the Insured
- d. the expense of surveyor, architect and/or planning consultant fees up to the date of an order by a court or tribunal, or where the Insurer otherwise accepts liability, to the extent that the expenditure is rendered abortive
- e. any capital sum contracted for or expended relating directly to construction work (including interest payable on monies borrowed) in accordance with the Insured Use, up to the date of an order by a court or tribunal or where the Insurer otherwise accepts liability for such expenditure, to the extent that the expenditure is rendered abortive
- f. reduction in market value of the Property, in accordance with the Insured Use, being the difference between the market value of the Property on the assumption that the restrictive covenants are unenforceable and to the extent that they are held to be enforceable the values to be determined by a surveyor with reference to prices current at the date of an order by a court or tribunal, or where the Insurer otherwise accepts liability. The surveyor will be appointed jointly by the parties or, in absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors. The cost of the survey shall be incurred by the Insurer.
- g. any other costs incurred with the written agreement of the Insurer for the purpose of settling any claim.

General Conditions

- a. Any act or omission by the Insured or anyone acting on the Insured's behalf which in whole or in part results in losses or expenses as specified in the Cover section, may entitle the Insurer to reject claims made by the Insured, refuse to pay part of any claim, or reduce the amount paid, to the extent that the Insured's breach is responsible for those losses and/or expenses incurred
- b. The Insured or anyone acting on the Insured's behalf will not without the Insurer's prior written consent

Liberty Legal Indemnities

- i. disclose the existence of this policy, or any information relating to it, to any third party other than genuine prospective purchasers, their lenders, lessees and respective legal advisers
- ii. apply for release or modification of the restrictive covenants.

Liberty Legal Indemnities

Claims conditions

1. Duties of the Insured

On becoming aware of any potential or actual circumstance which may give rise to a claim under this policy, the Insured must: -

- a. provide written notice and details to the Insurer, without unnecessary delay
- b. not admit any liability whatsoever, enter into any negotiations or take steps to compromise or settle the claim, without the consent of the Insurer
- c. provide all necessary information and assistance the Insurer (and/or their agents, solicitors or surveyors) reasonably requires, at the Insured's own expense.

2. Rights of the Insurer

In dealing with the claim under this policy the Insurer will at their discretion be entitled to: -

- a. appoint professional advisors to act for the Insured
- b. take or defend proceedings in any court or tribunal in the Insured's name
- c. exercise in the Insured's name any rights available to the Insured in any proceedings including the right to abandon or submit to judgement
- d. compromise, settle or compound the claim and deal in such manner as they think fit
- e. pay at any time to the Insured the amount of the Policy Limit or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

If the Insured makes a fraudulent claim, the Insurer will not be liable to pay the claim and may recover from the Insured any sums already paid and on notifying the Insured, treat the policy as having been terminated from the time of the fraudulent act. The Insurer will not be liable for any loss, claim or potential claim occurring after the time of the fraudulent act and need not return any premium paid. Provided that cover for any other Insured will not be prejudiced, unless they were complicit to and/or aware of the fraudulent act and/or where parties committing the fraudulent act were acting on behalf of that Insured.

3. Abandonment of the Property

The Insured will not be entitled to abandon the Property to the Insurer.

4. Other Insurance

If the Insured may be entitled to make a claim under other insurance, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay more than their proportion of the claim based on the total policy limits under all policies.

5. Arbitration

The Insured and the Insurer can mutually agree to refer to an arbitrator any difference that arises as to the amount to be paid under this policy (liability being otherwise admitted). In the absence of an agreement to use a specific arbitrator, an arbitrator will be appointed by the Chartered Institute of Arbitrators in accordance with the law at that time. This clause does not affect any rights of the Insured under consumer regulations to refer a complaint to the Financial Ombudsman Service, in accordance with the Complaints procedure, prior to, during or subsequent to any arbitration process.

Liberty Legal Indemnities

Cancellation rights and notifying claims and complaints

Cancelling the policy

This policy can be cancelled by contacting us within 14 days of the Policy Commencement Date or the day on which you receive the policy, whichever is the later, provided all insured parties (including lenders holding a mortgage or charge on the Property) consent to this. You will receive a full refund of premium, as long as there are no circumstances which may give rise to a claim under the policy.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, NR3 1RJ.

Claims notification

If anything should happen which might give rise to a claim under the policy, please forward full details to Countrywide Legal Indemnities by

- Writing to The Claims Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, Norfolk NR3 1RJ
- Telephoning 01603 617617
- Emailing claims@cli.co.uk

Complaints

Any complaint should be raised in the first instance with our Underwriting Manager by:

- writing to the Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars Norwich, NR3 1RJ
- telephoning 01603 617617, or;
- emailing complaints@cli.co.uk

If it is not possible to resolve the complaint to your satisfaction by close of business of the third working day following receipt, we will send you a written acknowledgement and refer your complaint to the Complaints Manager at Liberty Specialty Markets for and on behalf of Liberty Mutual Insurance Europe SE at 20 Fenchurch Street, London EC3M 3AW ("Liberty"). Liberty will aim to resolve your complaint within 14 days. In the unlikely event that Liberty are unable to resolve your complaint within this time, they will write to let you know. At the very latest, you will receive a response to your complaint within 8 weeks of receipt.

If you are still not satisfied with the response provided, or you have not received a response within the 8 week period, you may refer your complaint to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at this stage of the complaints process.

Because Liberty Mutual Insurance Europe SE is registered as a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies instead of referring to the Financial Ombudsman Service: Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr). Again more details will be provided during the complaints process.

You can also raise a complaint about a product or service purchased online within the European Union to the Online Dispute Resolution (ODR) platform. Details of how you can do this can be found on their [website](#).

In all cases please quote the Policy Number shown in the Policy Schedule.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS who can be contacted at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

The FSCS website may be viewed at www.fscs.org.uk

Liberty Legal Indemnities

Notices

Privacy policy - how Liberty Legal Indemnities uses your personal data

Liberty takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

For further information on how your information is used and the rights that you have please see privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies. Please contact us using the details above if you wish to see the privacy notice in hard copy.

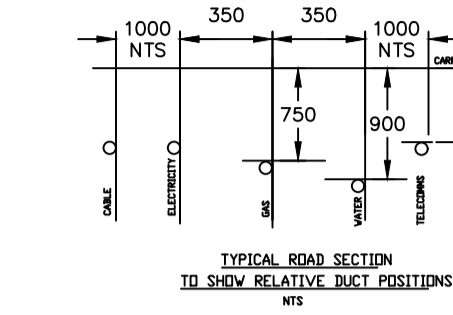
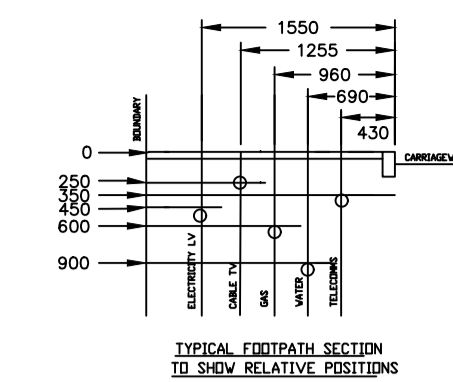
About the Insurer

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, is a member of the Liberty Mutual Insurance Group. LMIE's registered office is 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.

APPENDIX 5
Plan of underground service media

NOTES



KEY TO SERVICES

- WATER — MAINS WATER
- WATER — WATER SERVICE
- WATER — WATER SERVICE (PRIVATE)
- WATER METER BOUNDARY BOX
- WATER INCOMING POSITIONS
- GAS — MAINS GAS
- GAS — GAS SERVICE
- GAS METER CAVITY MOUNTED
- GAS METER UNIVERSAL METER
- HV MAINS ELECTRICITY
- LV ELEC — MAINS ELECTRICITY
- ELEC — ELECTRICITY SERVICE
- ELECTRICITY METER INTERNAL POSITION
- ELECTRICITY EXTERNAL METER POSITION
- STREET LIGHT WITH ELECTRICITY SERVICE
- PRIVATE STREET LIGHT WITH PRIVATE ELECTRICITY SERVICE
- BT — BT MAINS TELEPHONE 90mm
- BT — BT MAINS TELEPHONE 50mm
- TELEPHONE INCOMING POSITION
- TELEPHONE JOINT BOX - ASSUME JBFI04 UNLESS SPECIFIED OTHERWISE
- BT — 90mm MAIN WITH SWEEP TEE TO 50mm SERVICE DUCT
- WATER — EXISTING WATER MAIN
- GAS — EXISTING GAS MAIN
- ELEC — EXISTING ELEC CABLE
- EL OH — EXISTING ELEC OVERHEAD LINE
- CABLE — EXISTING CABLE TV DUCTS
- BT — EXISTING BT DUCTS
- BT OH — EXISTING BT OVERHEAD LINE

C	PLOT 13 GAS/ELEC CHANGED	24.11.20
B	SITE LAYOUT CHANGED SERVICES UPDATED ACCORDINGLY	27.05.20
A	SERVICE ROUTES CHANGED	12.03.20
REV	DESCRIPTION	DATE

UTILITY CONSULTANT SERVICES LIMITED
 BIRCH HOUSE, RUSHLEY GREEN
 CASTLE HEDINGHAM, ESSEX CO9 3AH
 TELEPHONE (01787) 460960 EMAIL julian@ucservices.co.uk

NEW DEVELOPMENT
 THE MOOR
 MELBOURN

COMBINED UTILITY PLAN

CLIENT	STONEBOND PROPERTIES LTD
DATE	FEB 2020
SCALE	1/200 @ A1
DRAWN	JP
CHECKED	JP

DRAWING No. D1569CU

C
REV



THE EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BE DERIVED FROM THE PLANS SUPPLIED BY UTILITY COMPANIES. AS SUCH IT CANNOT BE CONSIDERED AS CORRECT. EXCAVATIONS, BY HAND, SHOULD BE UNDERTAKEN TO HSG47 TO ASCERTAIN THE EXACT LOCATION PRIOR TO USING MECHANICAL EXCAVATION TECHNIQUES. UTILITY CONSULTANT SERVICES LIMITED WILL NOT ACCEPT RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS RESULTING FROM THE USE OF THIS PLAN.

APPENDIX 6
Transfer deed

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: CB474399
3	Property: Land at Orchard Gardens, The Moor, Melbourn The property is identified <input checked="" type="checkbox"/> on the attached plan and shown hatched black and annotated 'LEAP' and 'LAP' <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: STONEBOND PROPERTIES (CHELMSFORD) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:05410293 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: MELBOURN PARISH COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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



Conveyance Plan Legend:

- Indicates Plot Boundary.
- Indicates Estate Boundary.
- Housing Association Boundary.
- T Plot Boundary Ownership Marker.
- 00 Parking Bay Number Allocation.
- V Visitors Parking Bay
- ##/## Denotes Postal No.
- ## Denotes Plot No.
- Private Shared Access way.
- Managed Areas.
- Land retained for Parish Council.
- Electricity easement.
- Land retained by Stonebond Properties (Chelmsford) Limited.
- Landscape buffer

Notes:

1. THE COPYRIGHT OF THIS DRAWING IS VESTED IN STONEBOND PROPERTIES AND IT MAY NOT BE REPRODUCED IN WHOLE OR PART OR USED FOR THE MANUFACTURE OF ANY ARTICLE WITHOUT THE EXPRESS PERMISSION OF THE COPYRIGHT HOLDERS.
2. WORK TO FIGURED DIMENSIONS ONLY.
3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS, SERVICE ENGINEERS AND STONEBOND PROPERTIES DRAWINGS AND SPECIFICATIONS.

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 FRONTAGE OF PLOT 23 ADDED TO RED LINE BOUNDARY. GREEN SHADING OMITTED FROM 'LAND RETAINED FOR PARISH COUNCIL' NOTE IN LEGEND	CL	24/09/2021
15	INDICATION OF LAP & LEAP AS A 'MANAGED AREA' OMITTED AS PER CLIENT INSTRUCTION	CL	24/09/2021
14	PLOT 22 RED LINE BOUNDARY TO PRIVATE DRIVE AMENDED. ORANGE DASHED LINES OMITTED FROM PLAN, AS PER CLIENTS COMMENTS	CL	16/08/2021
13	MINOR AMENDMENT TO PRIVATE DRIVE ADJACENT TO PLOT 22/23 TO REFLECT CIVIL ENGINEERS PROPOSALS	CL	06/08/2021
12	PLOT 17 BOUNDARY AMENDED TO INCORPORATE AREA OF LAND TO SW	CL	14/05/2021
11	ESTATE BOUNDARY LINE COLOUR REVISED FROM RED TO BLUE. T MARKS COLOUR REVISED FROM BLACK TO BLUE.	CL	09/04/2021

STATUS: **CONSTRUCTION ISSUE**



CLIENT: STONEBOND PROPERTIES
132-136 NEW LONDON ROAD
CHELMSFORD, ESSEX
CM2 0RG

ARCHITECT: EVOLUTION

SITE: ORCHARD GARDENS
MELBOURN, CAMBRIDGESHIRE

TITLE: CONVEYANCE PLAN
PLOT 23

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

“Managed Accessways”	the private roads, footpaths and accessways within the Estate and coloured green on the Plan 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 Vantage Point, 23 Mark Road, Hemel Hempstead, Hertfordshire, HP2 7DN
“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 Management Company grants 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 and apparatus over and along the Managed Accessways (but on foot only in respect of any areas as are not intended for vehicular use forming part of the Managed Accessways)

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 right for the Management Company:

- 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 the Management Company to comply with such covenants

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 such part of the Property as is reasonable necessary with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is reasonably 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 reasonably possible and to the Transferee's reasonable satisfaction.

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 reasonably 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 such part of the Property as is reasonable necessary with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is reasonably 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 and to the Transferee's reasonable satisfaction.

5 COVENANTS BY THE TRANSFEEE

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 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 the Relevant Authority

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.

13 Execution

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
ORCHARD GARDENS (MELBOURN) LIMITED
acting by a director in the presence of:-

Witness signature _____

Witness name _____

Address _____

Occupation _____

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