

PL038/2627a) Scouts Lease Update

- Scouts lease with HCR and Scouts representative for approval.
 - Church Commissioners approval received for building
 - Interim invoice received – to be paid and submitted to Council for retrospective approval (PC219/2526a)
 - £750 committed spend (APPENDIX C) of £1,500 budget agreed.
-

Background

29 July Communication from HCR Legal

As the lease of the Scout Hut will be registrable at Land Registry, I have obtained up to date title together with the filed documents (copies attached APPENDIX A) and provided these documents to the Scout's solicitor. The title is subject to two restrictions, summarised below, that will need to be satisfied to enable registration to be completed at Land Registry.

Restriction B3 – the Church Commissioners' restriction

Entry B3 provides that no disposition is to be registered without a certificate signed by the Church Commissioners for England (or their conveyancer) confirming that the provisions of Clause 11.5.3 of the Transfer dated 21 December 2010 made between the Church Commissioners for England (1) and Melbourn Parish Council (2) have been complied with.

Clause 11.5.3 of the Transfer applies "on any disposal of the Property or on the granting of any mortgage or charge of the Property". Where it applies, the Council must procure that the person in whose favour the disposal (or mortgage/charge) is made enters into a deed of covenant with the Church Commissioners to observe and perform the covenants contained in the Transfer, and to pay the Commissioners' reasonable costs incurred in connection with that deed of covenant. The covenants referred to include the Council's positive covenant to maintain and use the property as a village green and its restrictive covenants not to cause nuisance and not to erect buildings or carry out works without first submitting plans to, and obtaining the approval of, the Transferor's surveyors.

As the grant of the 50 year lease will be a "disposal" for these purposes, we will need to ensure that the scout group, as incoming tenant, enters into a deed of covenant with the Church Commissioners in the terms required by Clause 11.5.3, and pays the Commissioners' reasonable costs of that deed. Once this is in place, we will need to obtain the Commissioners' certificate confirming compliance, for lodging with the Land Registry application.

Restriction B4 – the Fields in Trust restriction

Entry B4 provides that no disposition is to be registered without a certificate signed by the National Playing Fields Association ("FIT", operating as Fields in Trust) of 15 Crinan Street, London N1 9SQ, or its conveyancer, confirming that the provisions of paragraph 4 of the Deed of Dedication dated 24 January 2013 between the Council and FIT have been complied with.

The Deed of Dedication dedicates the land as a public playing field and recreation ground for the benefit of local inhabitants. Under it, the Parish Council has undertaken, subject to clause 4, not to dispose of the property without FIT's consent, and to notify FIT without delay of any proposal or decision to dispose of the property. Clause 4 allows FIT, at its absolute discretion, to consent to a disposal provided the Council: (i) replaces the property with an approved freehold Replacement Site of equivalent or better quality, facilities and size, in the same catchment area and equally accessible to the public, applying sale proceeds as necessary; and (ii) enters into a further deed of dedication on the same terms in respect of that

Attached

Appendix A: Current documents from HCR

Appendix B: Church Commissioners building approval

Appendix C: Interim invoice (added to August BACS to be retrospectively approved by Council in September)

PL038/2627a) Scouts Lease Update

Replacement Site. FIT has separately undertaken not unreasonably to withhold consent, subject to its charitable objects and compliance with clause 4.

As the lease will not involve a permanent disposal of the land (the Council will retain the freehold reversion, and the scout hut use is consistent with the recreational dedication), we will need to approach FIT to advise of the proposed lease and request confirmation that the replacement-land requirements in clause 4 are not required, so that FIT can issue its certificate of compliance on that basis. If FIT instead considers the lease to constitute a "disposal" triggering the full clause 4 mechanism, the replacement-site and further deed of dedication conditions would need to be satisfied before a certificate would be issued, although I would not expect this outcome given the continuing recreational use of the site.

Next steps

We will need to liaise with both the Church Commissioners' and FIT to confirm the Parish Council intends to grant a lease to the Scouts and to request certificates to satisfy the respective restrictions.

30 July MPC shared Church Commissioners approval recently received via Savills (APPENDIX B).

30 July **Communication from HCR legal**

Thank you for your earlier email of today and for forwarding the letter from Savills. That letter is the Church Commissioners' surveyors' consent to the plans for the scout hut, to comply with Clause 11.4(b) of the 2010 Transfer, which requires the Council to submit plans for any building works and obtain the surveyors' approval before carrying them out.

I should flag that this is a separate matter from the compliance certificate that will be needed to satisfy the restriction at entry B3 on the register. That certificate, required under Clause 11.5.3 of the Transfer, confirms that the incoming tenant has entered into a deed of covenant with the Church Commissioners, and it is this certificate (not the surveyors' consent to the plans) that Land Registry needs before the lease can be registered.

So, while the Savills letter deals with the building works, we will still separately need to arrange the deed of covenant and obtain the Church Commissioners' certificate for Land Registry purposes.

30 July Interim bill received £750+VAT (APPENDIX C)

CONSIDER: *Would you like me (HCR) to contact the relevant parties (in which case I will require contact details) or would you prefer to make initial contact?*

PROPOSAL: MPC to instruct HCR to proceed with works required to fulfil the Land Registry requirements. Costs to be confirmed.

Attached

Appendix A: Current documents from HCR

Appendix B: Church Commissioners building approval

Appendix C: Interim invoice (added to August BACS to be retrospectively approved by Council in September)

The electronic official copy of the register follows this message.

APPENDIX A

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number CB358895

Edition date 19.05.2022

- This official copy shows the entries on the register of title on 28 APR 2026 at 13:06:22.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 Apr 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title.

CAMBRIDGESHIRE : SOUTH CAMBRIDGESHIRE

- 1 (24.12.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the north east side of The Moor, Melbourn, Royston.
- 2 (24.12.2010) The Transfer dated 21 December 2010 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 3 (14.01.2011) There are excluded from this registration the mines and minerals excepted by the Transfer dated 21 December 2010 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (24.12.2010) PROPRIETOR: MELBOURN PARISH COUNCIL of 28 Station Road, Melbourn, Royston SG8 6DX.
- 2 (24.12.2010) The price stated to have been paid on 21 December 2010 was £12,500.
- 3 (24.12.2010) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the Church Commissioners for England of Church House, Great Smith Street, London SW1P 3AZ or their conveyancer that the provisions of Clause 11.5.3 of the Transfer dated 21 December 2010 referred to in the Charges Register have been complied with.
- 4 (01.02.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by FIT of 15 Crinan Street, London N1 9SQ or by its

B: Proprietorship Register continued

conveyancer that the provisions of paragraph 4 of the Deed of Dedication dated 24 January 2013 made between (1) Melbourn Parish Council and (2) National Playing Fields Association have been complied with.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (24.12.2010) The land is subject to such restrictive covenants as may have been imposed thereon before 24 December 2010 and are still subsisting and capable of being enforced.
- 2 (24.12.2010) A Transfer of the land in this title dated 21 December 2010 made between (1) Church Commissioners For England and (2) Melbourn Parish Council contains restrictive covenants.

NOTE: Copy filed.

- 3 (24.12.2010) The land is subject to the rights reserved by the Transfer dated 21 December 2010 referred to above.
- 4 (01.02.2013) A Deed of Dedication dated 24 January 2013 made between (1) Melbourn Parish Council and (2) National Playing Fields Association relates to the use of the land as therein mentioned.

NOTE: Copy filed.

- 5 (19.05.2022) The land is subject to any rights that are granted by a Deed dated 6 April 2022 made between (1) Melbourn Parish Council and (2) TTP Campus Limited and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CB95837.

End of register

APPENDIX A

These are the notes referred to on the following official copy

Title Number CB358895

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that the quality of one or more pages may be poor. Unfortunately this is the best quality image we hold of the document. If you are able to obtain a better quality copy from another source we would be grateful if you would send it to us so we may update our records. Alternatively if you know who holds or may hold either a copy or the original please let us know so that we may contact that person.

Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our *Practice Guide 39 - Rectification and indemnity* contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a better copy of the document itself.

You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

**FIELDS IN TRUST – QUEEN ELIZABETH II FIELDS
Non-Charitable Deed of Dedication**

MELBOURN PARISH COUNCIL (1)



SEQ129

and

NATIONAL PLAYING FIELDS ASSOCIATION (2)

Old Recreation Ground

THIS DEED OF DEDICATION is made on the 24th day of January 2013

BETWEEN

- (1) **MELBOURN PARISH COUNCIL** Care of Melbourn Village College, The Moor, Melbourn, SG8 16EF and its successors in title (the **Council**); and
- (2) **NATIONAL PLAYING FIELDS ASSOCIATION**, operating as Fields in Trust, of Kings Chambers, 15 Crinan Street, London N1 9SQ a Royal Charter Organisation established for charitable purposes (registered charity number 306070) and its successors in title (**FIT**)

(the **Council** and **FIT** being together called the **Parties**)

WHEREAS:

1. The property more particularly specified in the Schedule (the Property) forms part of the corporate property of the Council.
2. The parties hereby agree that the Property will be dedicated in the manner and for the purposes set out below (but without any intention to create any charitable trust), and in accordance with the mutual undertakings given by the parties.
3. The Council gives the following undertakings:
 - 3.1 Not to use the Property or permit the Property to be used for any purpose other than as a public playing field and recreation ground including fetes, fairs, circuses, concerts, and meetings of the Volunteer Reserve Forces provided that there shall be no more than 6 such events per calendar year;
 - 3.2 Subject to clause 4, not (in so far as it has the power to do so) to dispose of the Property without the consent of FIT;
 - 3.3 Not (in so far as it has the power to do so) to erect any building or structure on the Property the use of which is outside the permitted uses as stated in Clause 3.1 without the consent of FIT;
 - 3.4 To inform FIT without delay of any proposals, intentions or decisions to dispose of or erect any structures on the Property;
 - 3.5 To maintain the Property and so far as is consistent with its duties as a local authority to have regard to any advice given from time to time by FIT on the management and running of the Property;
 - 3.6 To erect notices on the Property in the form of signage provided by FIT relating to the background of FIT and the Queen Elizabeth II Fields and giving recognition of financial support where required;
 - 3.7 To apply within three months of the date of this Deed on form RX1 annexed hereto for the registration in the proprietorship register of the registered title of the Property at the Land Registry of a restriction to the following effect:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by National Playing Fields Association of 15 Crinan Street, London N1 9SQ or by its conveyancer that the provisions of paragraph 4 of The Deed of Dedication dated [24th January 2013] between Melbourn Parish Council (1) and National Playing Fields Association (2) have been complied with"; and

- 3.8 To apply within three months of the date of this Deed on form AN1 annexed hereto for the registration in the charges register of the registered title of the Property at the Land Registry of a notice to the following effect:

"By a Deed of Dedication dated [24th January 2013] between Melbourn Parish Council (1) and National Playing Fields Association (2) the land in this title was dedicated for use as a public playing field and recreation ground including fetes, fairs, circuses, concerts, and meetings of the Volunteer Reserve Forces provided that there shall be no more than 6 such events per calendar year"
- 3.9 To notify FIT immediately once the registrations referred to in clauses 3.7 and 3.8 have been completed.
4. Notwithstanding clause 3.2, FIT may at its absolute discretion consent to the disposal of the Property provided that the Council at the request of FIT:
 - 4.1 Replaces or agrees to replace the Property with a piece of freehold land approved by FIT which is of equivalent or better quality than the Property, with equivalent or better facilities than the Property, of the same or greater dimensions than the Property, in the same catchment area as the Property, and as accessible to the public as the Property (the **Replacement Site**) and applies such of the proceeds of any sale of the Property as are necessary to do so; and
 - 4.2 Enters into another deed of dedication on the same terms as this Deed in respect of the Replacement Site.
5. FIT undertakes that it will:
 - 5.1 Not unreasonably withhold consent to disposal of the Property or the erection of any structures upon it, subject to its duty to perform its charitable objects and provided that the provisions of clause 4 of this Deed have been complied with;
 - 5.2 Respond without delay to any notifications of intended disposal or erection of structures, or to any requests for advice; and
 - 5.3 Notify the Council without delay of any concerns or matters of advice to which it requires the Council to have regard.
6. The Council DEDICATES the property in celebration of the Diamond Jubilee of Her Majesty Queen Elizabeth II as a public playing field and recreation ground including fetes, fairs, circuses, concerts, and meetings of the Volunteer Reserve Forces provided that there shall be no more than 6 such

APPENDIX A

events per calendar year for the benefit of the inhabitants of Melbourn and thereabouts and the site will be titled the Queen Elizabeth II Field, Old Recreation Ground.

IN WITNESS whereof this Deed of Dedication is executed the day and year first before written

SCHEDULE

All that freehold property known as land on the north east side of The Moor, Melbourn, Royston which is identified on the plan outlined in red and annexed to this Deed being Title Number CB358895.

SIGNED as a **DEED** on behalf of
MELBOURN PARISH COUNCIL by

COUNCILLOR Peter Simmonett
As Councillor of Melbourn Parish Council



COUNCILLOR JOSE HALES
As Councillor of Melbourn Parish Council

Witnessed by: **Mr Peter Horley**
As Clerk of Melbourn Parish Council

Signed:

Address: THE PARISH OFFICE,
MELBOURN VILLAGE COLLEGE,
THE MOOR
MELBOURN
SG8 6EF.

EXECUTED as a **DEED** by affixing

The **COMMON SEAL** of **NATIONAL PLAYING FIELDS ASSOCIATION**

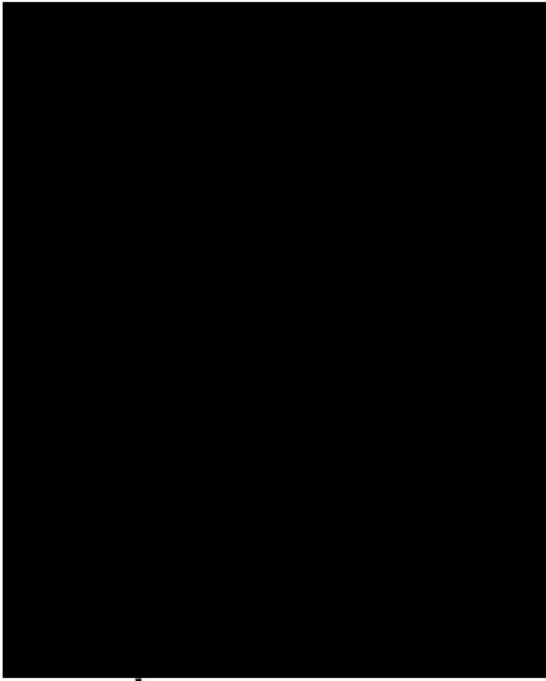
in the presence of:

Member of Council

Member of Council



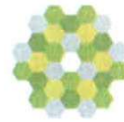
APPENDIX A



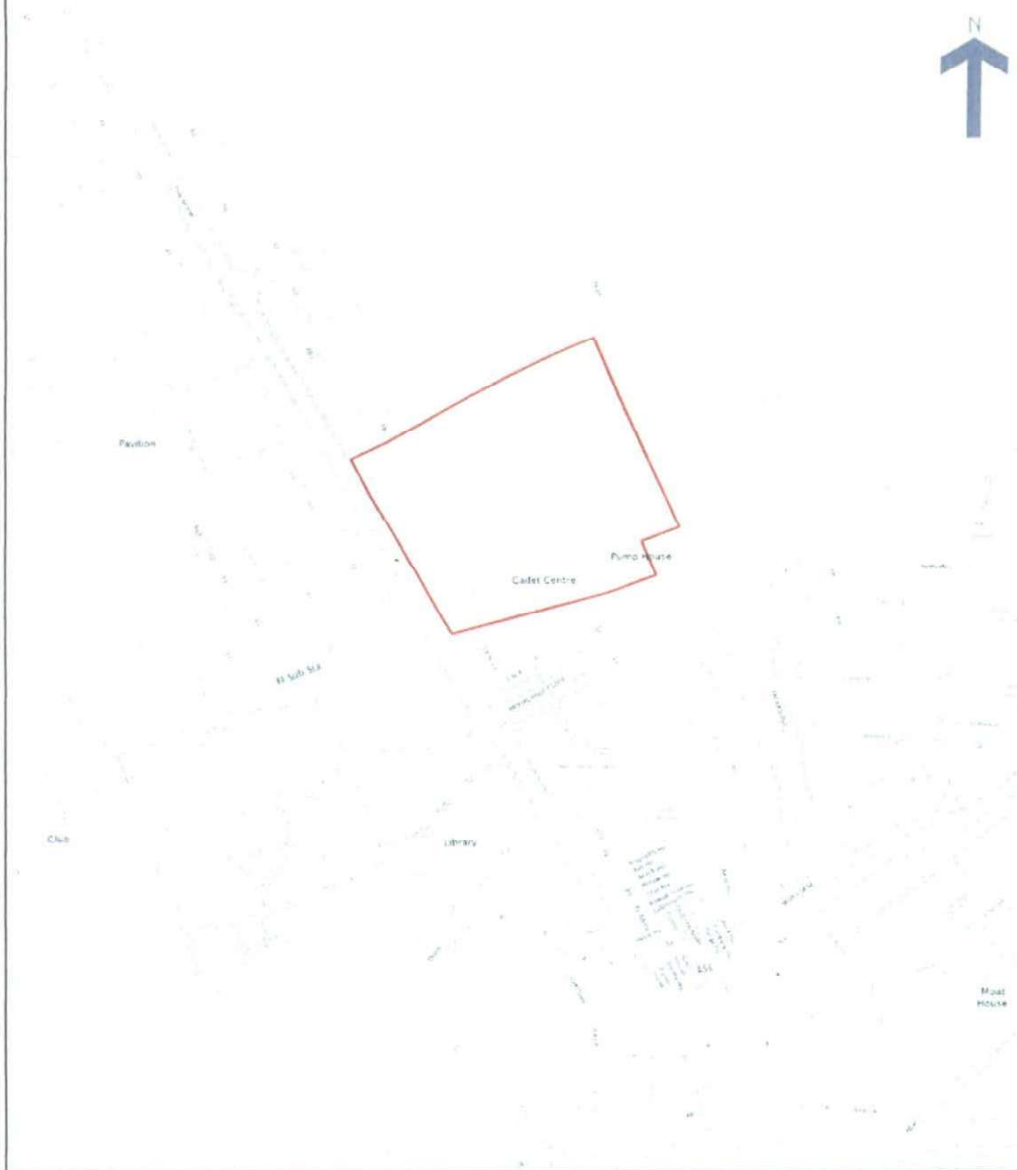
(b)(1) (b)(2)

Land Registry Current title plan

Title number **APPENDIX A**
Ordnance Survey map reference **TL3845SW**
Scale **1:2500**
Administrative area **CAMBRIDGESHIRE : SOUTH**
CAMBRIDGESHIRE



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This is a copy of the title plan on 8 FEB 2012 at 11:33:41. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

The Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - Title Plans.

This title is dealt with by Land Registry, Peterborough Office.

APPENDIX A

These are the notes referred to on the following official copy

Title Number CB358895

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Land Registry

Transfer of whole of registered title(s)

APPENDIX A

TR1

Limbach Banham

LIMBACH BANHAM
Solicitors
JOHN STREET
ROYSTON, HERTS. SG8 9BG

23-12-10

We hereby certify this
to be a true copy of
the original.



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.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.



Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1.	Title number(s) of the property:
2.	Property: Melbourn Recreation Ground Melbourn Cambridgeshire containing an area of 1.20 hectares or thereabouts shown coloured brown on the Plan
3.	Date: 21 DECEMBER 2010
4.	Transferor: CHURCH COMMISSIONERS FOR ENGLAND <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:
5.	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:
6.	Transferee's intended address(es) for service for entry in the register: 28 Station Road Melbourn Cambridgeshire SG8 6DX
7.	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

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8. Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):
Twelve Thousand Five Hundred Pounds (£12,500)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

9. The transferor transfers with

- ☐ full title guarantee
- ☐ limited title guarantee

Without any title guarantee but with the following covenant:

The Transferor hereby covenants with the Transferee that the Transferor has not done or knowingly suffered anything whereby or by reason whereof the Transferor is hindered from transferring the Property

10. 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:

11. Additional Provisions

Definitions

In this Transfer:

- 11.1.1 the Transferor and the Transferee include their respective successors in title and assigns and persons deriving title under them
- 11.1.2 "the Plan" means the plan annexed hereto
- 11.1.3 "the Retained Land" means the Transferor's adjoining, opposite or neighbouring land and premises and each and every part thereof following completion of this transfer
- 11.1.4 "the Surveyors" means the Transferor's surveyors for the time being
- 11.1.5 where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons

SMITHSGORE

11.1.6 any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it

Rights granted for the benefit of the Property

11.2 The Transferee or other the owner(s) or occupier(s) of the Property or any part thereof shall not be entitled to and the Property shall not be transferred with the benefit of:

- (a) any easement quasi easement liberty right privilege or advantage over or in respect of the Retained Land arising by virtue of Section 62 of the Law of Property Act 1925 or otherwise
- (b) the benefit of any covenants given to the Transferor and/or the Property by any previous deed or document save as specifically granted herein and which shall otherwise remain vested in the Transferor

Rights reserved for the benefit of other land

11.3 There are excepted and reserved out of the Property for the benefit of the Transferor all mines quarries minerals and mineral substances whatsoever including all stone shales clays and common strata of the district and all sand and gravel and other surface minerals (together "the Minerals") and any underground air space or void created from time to time by the winning working getting and carrying away of the Minerals together with the following rights ("the Mineral Rights") for the Transferor and all those so authorised at all times

- (a) by entry onto any part of the surface of the Property to search for and carry out tests to establish the existence quantity and location of any of the Minerals and any like mines quarries minerals and mineral substances within upon or under any adjacent or other lands and
- (b) by entry onto any part of the Property by underground workings only to win work get and carry away any of the Minerals and any like mines quarries minerals and mineral substances within upon or under any adjacent or other lands

the Mineral Rights not to include (for the avoidance of doubt) the right to withdraw vertical and lateral support from any buildings or works now erected or hereafter erected thereon and the Mineral Rights at all times being conditional on the Transferor or the persons exercising the Mineral Rights:

APPENDIX A

- (i) giving reasonable prior notice to the Transferee prior to exercising the Mineral Rights; and
- (ii) causing the minimum practicable disturbance to the Transferee and the Property; and
- (iii) paying to the Transferee reasonable compensation for or in respect of any injury or damage that may be sustained by the Transferee arising from the exercise of the Mineral Rights such compensation to be agreed between the parties or in default of agreement by a single arbitrator to be agreed between them or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either of them and any such arbitration shall so far as applicable be governed by the provisions of the Arbitration Act 1996

Transferee's Restrictive Covenants

11.4 The Transferee covenants with the Transferor to the intent that this covenant may run with and bind the Property and each and every part thereof and to the intent that the benefit thereof may be annexed to and run with each and every part of the Retained Land for the time being remaining unsold or sold or transferred with the express benefit of this covenant as follows:

- (a) Not to do or permit to be done upon the Property or any part thereof or in or on any buildings or structures at any time standing thereon anything which shall or may be or grow to be in any way a nuisance annoyance or disturbance to the Transferor or their lessees under-lessees tenants or occupiers of any property in the neighbourhood
- (b) Not to erect any buildings on the Property or any part thereof or carry out any works on the Property or any part thereof without:
 - (i) previously submitting detailed plans block plans sections designs elevations and (if required by the Surveyors) specifications of the buildings or works to the Surveyors
 - (ii) obtaining the Surveyors' approval
 - (iii) complying with such conditions as the Surveyors shall deem it necessary to impose and
 - (iv) paying the Surveyors' reasonable fees and costs (and an amount equal to Value Added Tax thereon) for examining the same whether or not the same be approved

Transferee's Positive Covenants

11.5 The Transferee covenants with the Transferor for the benefit of the Retained Land and so as to bind the Property and each and every part thereof into whosoever hands the same may come as follows:

11.5.1 By way of indemnity only at all times from the date of this Transfer to comply with any covenants conditions and provisions insofar as they relate to or affect the Property and insofar as they are still subsisting and capable of being enforced and to indemnify the Transferor and the Transferor's estates and effects against all actions proceedings damages costs claims liabilities expenses and demands arising out of any failure to do so and any actions proceedings damages costs claims liabilities expenses and demands arising from the Property's status as a village green including any claims from any third parties as a result of encroachment on any subsisting third party rights

11.5.2 At all times to maintain and use the Property as a village green

11.5.3 On any disposal of the Property or on the granting of any mortgage or charge of the Property (other than to a bank or building society licensed to take deposits in England and Wales by the Financial Services Authority) to procure that the person in whose favour the disposal mortgage or charge (as the case may be) is made enters into a deed of covenant with the Transferor to observe and perform the covenants contained in this Transfer and to pay the Transferor's reasonable costs incurred in connection with the said deed of covenant

Declaration

11.6 The Transferor and the Transferee hereby apply for the registration of the following restriction in Form L of Schedule 4 to the Land Registration Rules 2003 in the proprietorship register of the registered title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the Church Commissioners for England of Church House Great Smith Street London SW1P 3AZ or by their conveyancer that the provisions of Clause 11.5.3 of a transfer dated 21 December 2010 made between the Church Commissioners for England (1) and Melbourn Parish Council (2) have been complied with"

Environment

11.7.1 In this clause the following words have the following meanings:

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"Environment" means environment as defined in Section 1(2) of the Environment Protection Act 1990

"Hazardous Substance" means any natural or artificial substance (whether in solid or liquid form or in the form of gas or vapour and whether alone or in combination with any other substance) which is capable of causing harm to persons or any other living organism or damaging any part of the Environment or public health or welfare

"Guidance" means DEFRA Circular 01/2006 Environmental Protection Act 1990: Part 2A Contaminated Land September 2006

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11.7.2 The Transferee covenants with the Transferor as follows:

- (a) Not to make any claim against the Transferor in relation to any Hazardous Substance in the Property or arising from the past or present use of the Property (including the discharge of untreated or inadequately treated sewage) nor to take any step which is likely to lead to the imposition of any liability on any of them relating to any such Hazardous Substance
- (b) To indemnify and keep the Transferor and any successor indemnified against all and any actions judgments penalties damages losses costs claims expenses liabilities and demands wholly or partly arising from or consequent upon the condition of the Property the previous use of the Property and/or any Hazardous Substance in the Property at the date of this Transfer

11.7.3 The Transferee acknowledges and confirms that the Purchase Price takes account of the condition of the Property and that the Transferee is solely responsible for carrying out any necessary remediation works

11.7.4 The Transferee and the Transferor agree that any liability under Part IIA of the Environmental Protection Act 1990 in respect of existing contamination of the Property is apportioned solely to the Transferee pursuant to paragraph 9.48 of the Guidance

Charities Act 1993

11.8.1 The Property is held by the Church Commissioners a non-exempt charity and this Transfer is not one falling within paragraph (a) (aa) (b) or (c) of section 36(9) of the Charities Act 1993 so that the restrictions on disposition imposed by section 36 of that Act apply to the Property and

11.8.2 The members of the Board of Governors of the Church Commissioners being the persons who have the general control and management of its administration certify that they have the power under the provisions establishing it as

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

IN WITNESS whereof the parties hereto have executed this instrument as a Deed on the date first before written

EXECUTED as a DEED by the
affixing of the COMMON SEAL
of the CHURCH COMMISSIONERS
FOR ENGLAND in the presence of:

Authenticating Officer



The certification given above by
the members of the Board of Governors
of the Church Commissioners
is given on their behalf by

and

being two members of the said Board under a general authority conferred on them under the provisions of section 82 of the Charities Act 1993

APPENDIX

SIGNED and delivered as a deed)
by the above named)
MELBOURN PARISH COUNCIL)
acting by two members of the Council)
duly authorised by resolution)
in the presence of:-)

ANRINDAPHNE MEHLOR
93 BEECHWOOD AVENUE, MELBOURN
PARISH CLERK

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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APPENDIX A

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SMITHSGORE



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24 March 2026
PD/28/RC

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

Philippa Treadgold MRICS FAAV

E: philippa.treadgold@savills.com
M: 07525 631753

Stuart House
St John's Street
Peterborough PE1 5DD
savills.com

Dear Abi

**Church Commissioners - Ely Estate
Old Recreation Ground – Plan Approval**

Further to our previous email correspondence and you sending across the plans, I hereby enclose the approved plans relating to the extension at the above property.

I confirm one set of approved plans has been retained for our files.

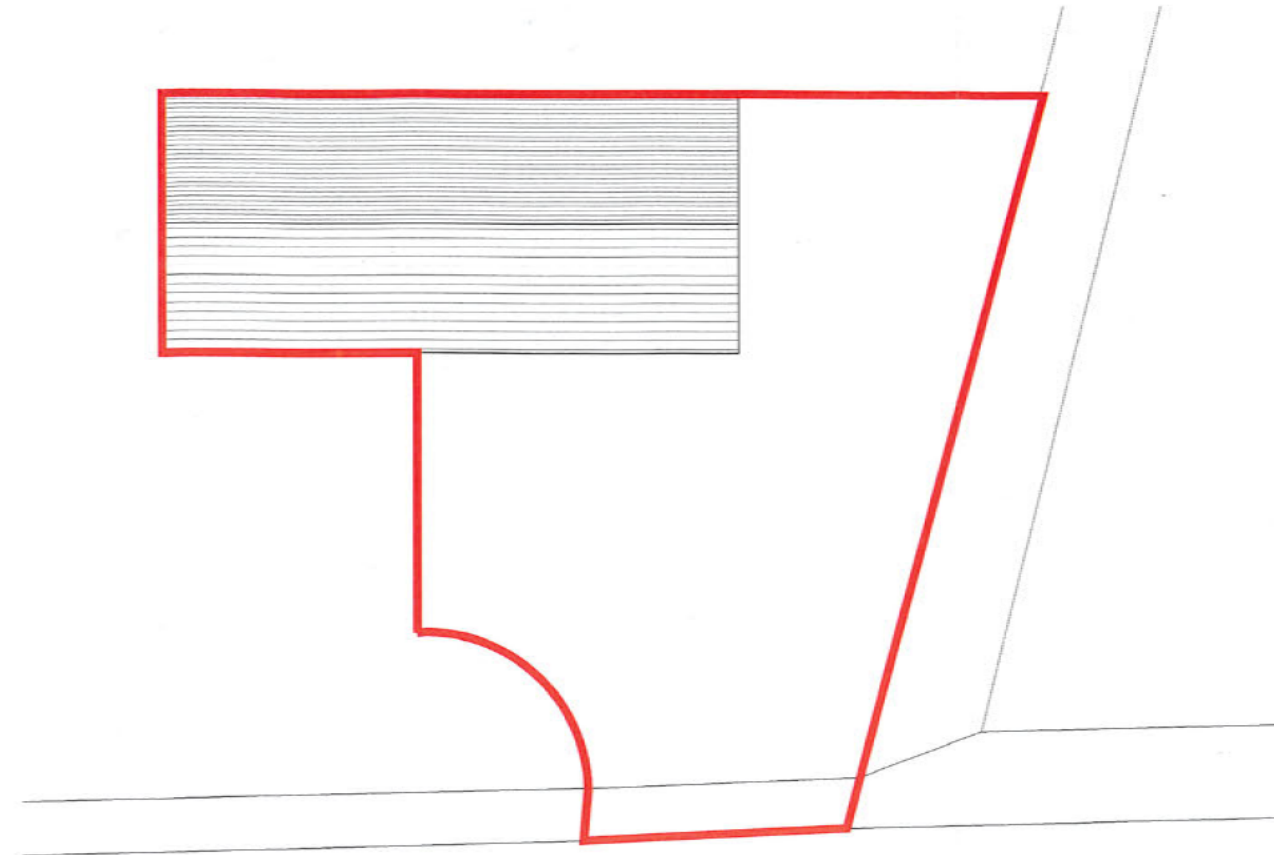
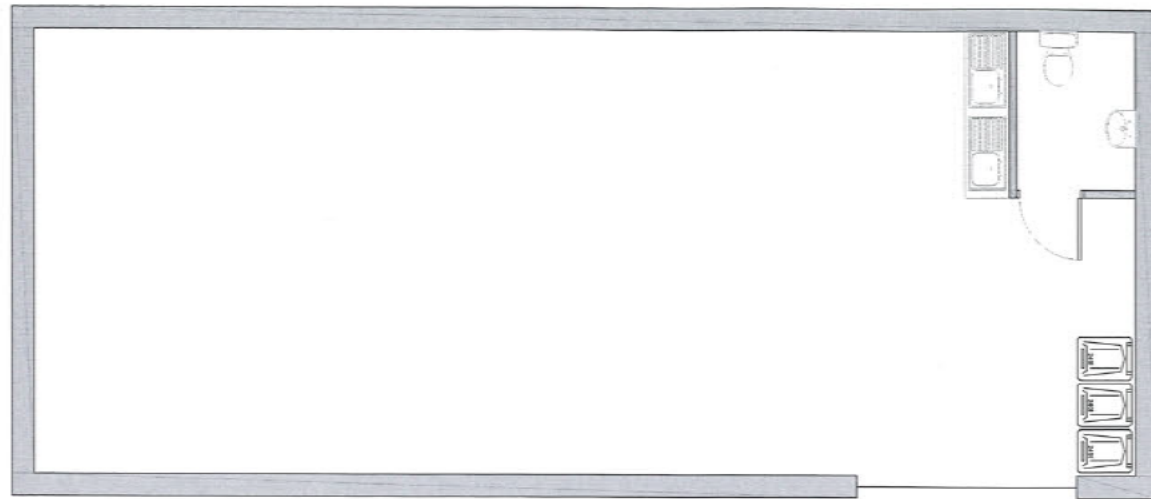
I trust you will be in order, however if you have any questions please do not hesitate to contact me.

Yours sincerely



Associate Director

APPENDIX B



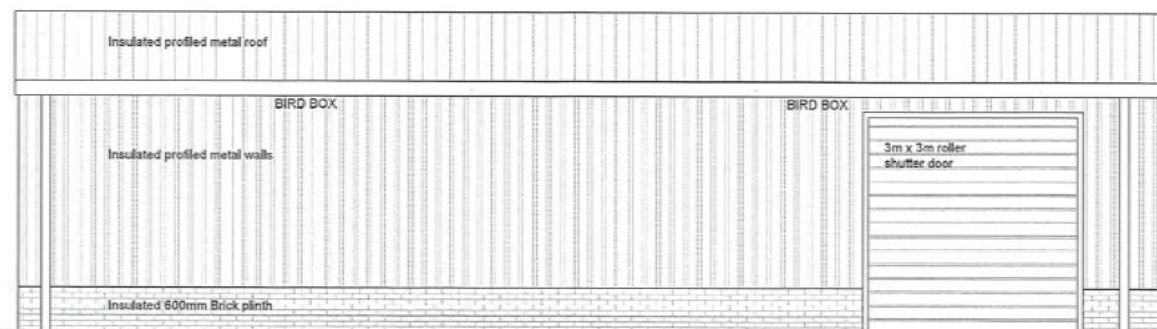
THE MOOR

Roof & Site Plan (1:100 @ A3)

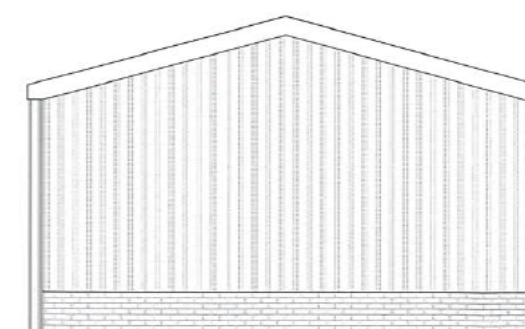
APPROVED on behalf of the
CHURCH COMMISSIONERS

24/3/2026

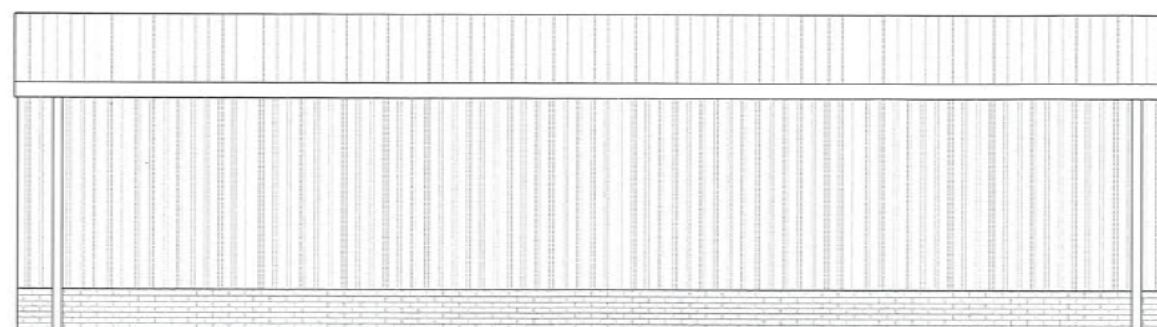
Any approval of this plan is
not to confer rights to light
over adjoining properties.
SAVILLS (UK) LTD



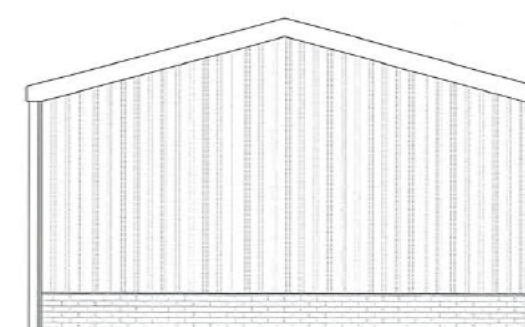
South West Elevation



South East Elevation



North East Elevation



North West Elevation

This scheme is subject to Town Planning and all other necessary consents. Dimensions, areas and levels where given are only approximate and subject to site survey. All dimensions are to be checked on site, do not scale. This drawing is to be read in conjunction with all relevant consultants' and/or specialists' drawings / documents and any discrepancies or variations are to be notified to the architects before the affected work commences. All queries relating to design of foundations, floor slabs and any structural elements are to be referred to the structural engineering consultant for resolution. All feasibility studies are subject to full site survey.

The workmanship of all relevant trades and building operations shall comply with the recommendations of British Standard (BS) 8000:1989 parts 1-15 inclusive.

All design and construction is to be in accordance with the Construction, Design and Management Regulations 2015.

Existing buildings remain unsurveyed.

Revisions:

PLANNING

client
1st Orwell Scouts

project
Scout storage hut

address
Melbourn

drawing
Proposed

dwg no.
1360.P.01

scale
1:50 @ A1

rev
A

date
March '23

GooseArchitects Ltd.

Studio 18
23 King Street
Cambridge
CB1 1AH

tel: 01223 967979
e-mail: info@goosearchitects.co.uk
web: www.goosearchitects.co.uk





0 10 20 30 40 50 100
Distance (m)

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APPROVED on behalf of the
CHURCH COMMISSIONERS



24/3/2026

Any approval of this plan is
not to confer rights to light
over adjoining properties.
SAVILLS (UK) LTD

This scheme is subject to Town Planning and all other necessary consents. Dimensions, areas and levels where given are only approximate and subject to site survey. All dimensions are to be checked on site, do not scale. This drawing is to be read in conjunction with all relevant consultants' and/or specialists' drawings / documents and any discrepancies or variations are to be notified to the architects before the affected work commences. All queries relating to design of foundations, floor slabs and any structural elements are to be referred to the structural engineering consultant for resolution. All feasibility studies are subject to full site survey.

The workmanship of all relevant trades and building operations shall comply with the recommendations of British Standard (BS) 8000:1989 parts 1-15 inclusive.

All design and construction is to be in accordance with the Construction, Design and Management Regulations 2015.

Existing buildings remain unsurveyed.

Revisions:

SURVEY

client	1st Orwell Scout Group
project	Scout Hut
address	The Moor, Melbourn Royston
drawing	Site Location
dwg no.	1360.SU.00
scale	1:1250 @ A3
rev	A
date	March '24

GooseArchitects Ltd.

Studio 18
23 King Street
Cambridge
CB1 1AH



tel: 01223 967979
e-mail: info@goosearchitects.co.uk
web: www.goosearchitects.co.uk

**INTERIM STATUTE
INVOICE**
Invoice To:

Melbourn Parish Council
30 High Street
Melbourn
Cambridgeshire
SG8 6DZ

By Email:

parishclerk@melbournparishcouncil.gov.uk

50-60 Station Road
Cambridge
CB1 2JH
Tel: 01223 461 155
Fax: 01223 280 290
www.hcrlaw.com

Date of Issue and Tax Point	29/07/2026	Invoice Number	318672
VAT Registration Number	GB 162 0818 26	Client Reference	
Standard Terms	On 1 st Presentation	Our Reference	MT03.MEL0123-0028.CK

Invoice	Costs	Disbursements	VAT	VAT Rate
Re: Lease of storage facility to 1st Orwell Scouts				
FOR OUR PROFESSIONAL CHARGES in relation to work undertaken in connection with the above matter.	£750.00		£150.00	20%
Disbursements Please see attached for details including VAT rates		£28.00	£5.60	
	£750.00	£28.00		£155.60

Payment to be made to the following Sterling account:

Account name: HCR Legal LLP
 Sort Code: **40-47-17**
 Account No: **02865432**
 Bank name: HSBC UK Bank PLC 6 Broad Street Worcester WR1 3LH United Kingdom
 BIC: HBUKGB4109U
 IBAN: GB93HBUK40471702865432
 Please use **318672** on all correspondence
 Please make cheques payable to HCR Legal LLP

Invoice Total	£933.60
Less Funds Received on Account	£0.00
Total due	£933.60

Invoices are payable in full on first presentation unless alternative terms have been agreed.
 We may charge interest on any outstanding amounts in accordance with our terms of business
 Your attention is drawn to the Notice of Rights overleaf

HCR Legal LLP

For and on behalf of HCR LEGAL LLP

Please click the below link to pay:

<https://hcrlaw.legl.com/pay/checkout/?m=MEL0123-0028&i=318672&a=%A3933.60>

NOTICE OF RIGHTS

1. You may have the right to object to the bill by way of the firm's complaints procedure (a copy of which is available upon request).
2. If you are not satisfied with the outcome following conclusion of our complaints process, you may be entitled to complain to the Legal Ombudsman. Any such referral should be made in writing (usually within 6 months) to the Legal Ombudsman directly. The Legal Ombudsman may be contacted at PO Box 6806, Wolverhampton, WV1 9WJ, web site www.legalombudsman.org.uk, telephone number 0300 5550333, and email enquiries@legalombudsman.org.uk.
3. In addition to the above, if you are not satisfied with the amount of our fee you may also be entitled to have our charges reviewed by the Court by making a claim for an order to assess our costs. The procedure is set out in ss.70, 71 and 72 of the Solicitors Act 1974.

APPENDIX C

**Client Invoice Detail
for Invoice Number 318672**

Client:	Melbourn Parish Council	Contact Lawyer	MT03	Mandy Taylor
Description:	Lease of storage facility to 1st Orwell Scouts			
File No:	MEL0123-0028	Date of Invoice	29/07/2026	

Disbursement Detail	Disbursement	VAT	Rate (%)
LAND REGISTRY PRTL OC2 DOCS REF TO (ELEC) CB358895 28/04/2026 Paid 01/05/26 14.00 Chq LA2026019	£14.00	£2.80	20%
LAND REGISTRY PRTL OC1 REG OR PLAN (ELEC) CB358895 28/04/2026 Paid 01/05/26 14.00 Chq LA2026019	£14.00	£2.80	20%
	£28.00	£5.60	

*Denote disbursements due, but not yet paid on your behalf.