

## CAMBOURNE TOWN COUNCIL

District of South Cambridgeshire

### **LAND TRANSFERS**

Council Meeting 18<sup>th</sup> January 2022

Dear John

Please find below an updated report on current matters involving the Town Council.

1. Land Parcel GC29 – Bovis Homes (73)

Prior to completion the Town Council will need to enter into a Deed of Covenant with MCA, as there is a restriction on the title which will prevent us from registering your title if it does not do so.

I will, therefore, send the Deed on for execution once I am back in the Office in the New Year.

2. 5 x Greenway – MCA (75)

As I now have the revised plan, I will issue engrossments of the Transfer for the Town Council's execution once I am back in the Office in the New Year.

3. Country Park (SCDC and MCA)

There has been no change since my last report, as no communication has been received in relation to this site.

4. Various Land Parcels (Vistry Homes)

I am advised that Vistry Homes have various land parcels to transfer, these having previously been transferred to them under the Cambourne consortium arrangements (as opposed to being retained by MCA as joint consortium land).

I am advised that there will be a number of these in due course and it is suggested that they be batched to reduce costs.

Are you happy for me to act in this regard?

In any event I need please to address with you this firm's costs on new transactions.

In the past our fees have, in the majority of cases, been paid by MCA or other Developers who are transferring POS to the Town Council. The Developers' Solicitors have, in the main, been unwilling to provide undertakings for these costs, on the basis that the majority of the transfers, and the payment of our costs, are covered by obligations within Section 106 Agreements.

The Developers have also been unwilling to settle our costs until the transaction completes, which has, on occasion, meant that we have been unable to issue a bill for a significant period of time.

As I am sure you will appreciate, these arrangements are somewhat unusual and, following internal discussions, it has been agreed that, going forward, we need to take a different approach.

It is, therefore, proposed that, for any future transactions, we obtain an undertaking for costs from the Developer's Solicitors before we commence work on the transaction. Wherever possible we will also agree with the Solicitors that we will issue interim invoices on a quarterly basis during the course of the transaction.

If the Developers are unwilling to provide an appropriate undertaking, then we will be unable to proceed with the transaction without agreement from the Town Council that it will meet our costs in the Developer's place should the Developer fail to make payment.

Do give me a call if you would like to discuss the above John, as I do appreciate that this is a departure from an arrangement which has been in place for a number of years.

With best wishes for Christmas and the New Year.

Allison

**Allison Hopkins**  
Senior Paralegal  
for Mills & Reeve LLP