

## Clarification Notes received from VISTRY on 2 November 2021

As a follow-on to the Vistry meeting notes published on 29 October 2021, the PC further represented the views and concerns of residents, and those of the Parish Council, regarding the three parcels of land previously transferred to third parties.

The Parish Council has received the following communication from Vistry.

The Parish Council will receive this information at the PC meeting on 15<sup>th</sup> November 2021 and will table a motion to enable the PC to discuss the communication at that meeting.

Any questions on the content should be addressed through the Parish Clerk.

### The note from Supriya Ray states as follows:

Following our conversation yesterday, I attach an extract from the TP1 showing the restrictive covenants which we typically include in all land transfers. In summary the TP1 includes the following 2 key constraints:

1. Not permit the construction of any buildings on the land without our consent or use the land for any trade/business.
2. Not cause any nuisance to our retained land or to any of the adjacent owners/occupiers, which in the case of one of the transfer means the allotments.

I trust the above gives you the re-assurances you and your constituents require."

#### 12.4 Restrictive covenants by the transferee

The Transferee to the intent and so as to bind the Property into whosoever hands the same may come but not so as to be personally liable after he shall have parted with all interest therein covenants with the Transferor for the benefit of the whole and every part of the Retained Property:

12.4.1 Not to carry out any development on the Property or any part thereof (and not to erect or construct on the Property (or any part thereof) any building or other structure whatsoever whether temporary or permanent without the prior consent in writing of the Transferor) and not to use the Property (or any part thereof) for any trade or business or for any purpose other than its existing use as grassed area(s)/hardstanding

12.4.2 Not to cause or permit to be done in or on the Property or any part thereof any act or thing which may be or become a nuisance annoyance or disturbance to the owners or occupiers for the time being of the Retained

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Property (or any part thereof) or any adjacent land

#### 12.5 Restrictive covenants by the transferor

None