

WRESTLINGWORTH AND COCKAYNE HATLEY PARISH COUNCIL

MINUTES of the Wrestlingworth and Cockayne Hatley Parish Council Meeting held at Wrestlingworth Memorial Hall on 21 May 2018 at 7.30pm

Present: Chairman Cllr Barratt, Cllr A Dagless, Cllr N Dodgson, Cllr J Kirkpatrick & Cllr G Whale and 3 members of the public.

Apologies: Vice-Chairman Cllr S Williams, Catherine Dear (Clerk) & CBC Cllrs Zerny & Gurney.

Open Forum

No matters arising.

Ethics and Standards Code

No declarations of interest to report.

Minutes of Previous Meeting

The minutes of the Parish Council meeting held on 19th March 2018, having been previously circulated, were approved and signed by the Chairman.

Matters arising & Chairman's report

Mick Blister had now passed over the relevant information to Cllr Barratt regarding the previous work done on the possibility of siting a mobile phone mast on the tower of St Peters Church. The PCC are currently heavily involved in running the church whilst they await the arrival of a new vicar, which is holding up progress on re-opening discussions. Cllr Barratt will speak to the Rural Dean if considered necessary to achieve momentum.

In relation to The Chequers Pub, Cllr Barratt reported on the meeting held on 18 April. Very few parishioners had come forward and there appears to be no appetite to progress with an offer to run as a community pub. Cllr Barratt remains in contact with the owner and all parties hope that it will be sold as a going concern.

In relation to Woodcrafts Meadow Cllr Barratt has not been able to speak to the owner about their intentions.

CHAIRMAN'S REPORT

Cllr Barratt reported that since the last meeting he had:-

- Helped produce the circular regarding the Chequers being for sale and chaired the subsequent residents meeting
- Sort clarification from CBC regarding the timing of the resurfacing of the crossroads and the installation of the speed camera. Only part of the road has been resurfaced and there was general confusion at CBC regarding the timing of the remaining works though assured that it is timetabled to be dealt with by 30 June
- Reported the presence of an incorrect speed limit sign following the installation of the 50mph limit at the crossroads
- Reported a Fallow Deer carcass and requested Deer warning signs be installed at three locations in the Parish (Wrestlingworth to Potton Road, Potton to water tower and Wrestlingworth to Cockayne Hatley road).
- Reported two blocked road drains and a leaking manhole.
- Chaired a meeting of the GI Steering Group.

RES/Housing Needs Survey

Awaiting survey result from BRCC. The CBC Officer dealing with the matter now on maternity leave, with replacement identified. It would appear that CBC are assuming that the development at the Old Tree Nursery will go ahead as they are carrying out ecological and archaeological surveys.

Portfolios

COCKAYNE HATLEY – Cllr Dagless reported that Woodfines solicitors had now completed their report (**Appendix D**) on the land title regarding responsibility for the septic tank installation utilised by 12 houses at the top of the village. In summary

- Woodfines have spoken to Co-Op who say they have no other legal documents other than that which is recorded in the title deeds
- They have reviewed the Land Registry title of the land in the village we hope to receive together with the land registry title deeds of 12 and 23 Village Road chosen at random and 10 Village Road as it was not referred to on the title of the proposed acquisition
- All but two (numbers 21 & 25) of the 12 houses have an obligation to contribute towards the cost of maintaining, repairing, cleansing & emptying the Septic Tank and its conduits – we are told that it is possible that 21 & 25 may also have the obligation, but the land Registry have simply failed to record it
- Whilst not mentioned specifically in the report Woodfines are concerned at the distinction between “maintenance” and “replacement” and advise that normally costs will not be recoverable for replacement unless specifically mentioned in the relevant documents, even if the tank is beyond economic repair. Only in the case of four properties (numbers 8, 10, 12 & 23) are they specifically required to contribute towards replacing as well as maintaining.

In discussions it was acknowledged that whilst the current group of householders are clearly acting responsibly the Parish Council need to “future proof” the arrangements before taking on the affected land. It was agreed that Cllr Dagless should discuss the matter with the Residents Association looking after the septic tank noting that

- Woodfines advice is that a model agreement is prepared binding each property owner to contribute towards the replacement as well as the maintenance of the septic tank. It was noted that not only would such document need to be registered against each title but if any of the houses are mortgaged the mortgagee will need to be a party to the relevant deed
- Whilst acknowledging such advice it would be very expensive to implement and if this route was accepted by the Residents Association the Co-Op should be asked to contribute given that this was a position that they had created. Further, preferably matters should be resolved before transferring the land to the Parish Council.
- In the alternative the Co-Op should retain that small section of the land containing the tank and just transfer the balance to the Parish Council.

PLAY AREA – Cllr Kirkpatrick reported no current issues though a ROSPA inspection is due, so matters may arise from that.

HIGHWAYS – Cllr Dodgson reported on the change of personnel at CBC and it was also noted that we were no longer receiving notifications of routine maintenance. In relation to the road safety changes it was agreed that Cllr Barratt should contact Paul Salmon at CBC prior to escalation to Adam Zerny. It was noted that the delay by CBC should not affect the quantum of the contribution by the Parish Council.

Cllr Dodgson also reported that there had been 2 speed watch exercises so far this year. However, there is growing frustration with Bedfordshire Police regarding changes to training process for 2 new volunteer recruits. Applications had been made last October and still not carried out. Cllr Dodgson commented that Ken Ellis is doing a great job with the organising of the speed watch team. This sentiment was echoed by those present.

WEBSITE – It was agreed that Cllr Kirkpatrick will assume responsibility going forward after a handover from Cllr Whale, noting that he will then give up responsibility for the Playground. Cllrs Kirkpatrick and Williams have reviewed alternative website providers and been impressed with one specific supplier. Indicative costs are £400 initial set up and £200 pa thereafter at current rates. Agreed that Cllr Kirkpatrick should continue with further enquiries, including assessing the ease of the content posting process and whether mobile friendly. Implementation process is anticipated to be some 4 – 6 weeks.

Planning

The current Planning applications were discussed. **(Appendix C)**

In advance of the meeting Cllr Williams had issued a report (attached). Cllr Barratt advised that he would be discussing with Cllr Williams a response to CBC in relation to the approval granted for the 4 bedroom new build in Church Lane given the objection from the Parish Council regarding lack of parking and that it was not in the spirit of the Neighbourhood Plan where a desire for smaller properties is made to allow for property rotation within the community.

Finance

Councillors approved the payment of invoices **(Appendix A)**.

The Financial statement **(Appendix B)** was discussed along with the Parish Council's budget requirements for the next financial year.

In the absence of the Clerk, Cllr Dagless reported that the year-end accounts were with Alan Walden for checking and that subject to that, the Annual Governance & Accountability Return was approved and with Cllr Barratt for signing. It was noted that the year-end accounts essentially reflected that regular outgoings matched the precept and that the Council would be eating into reserves to meet the planned expenditure on the road safety measures as well as the costs associated with the land acquisition in Cockayne Hatley and any other projects.

The payment approvals requested by the Clerk were all duly agreed although the Clerk is requested to provide further details of the cost relating to the lamp maintenance and exactly what the invoice related to.

Cllr Barratt reported that in accordance with government guidelines the Clerks salary for normal hours worked increases by 2% to £403 per month.

Cllr Barratt requested approval for reimbursement of expenses incurred (£10) in regard to printing notification of The Chequers being on the market, which was agreed

Correspondence

No correspondence has been received other than magazines which were bought to the meeting for distribution and a request to partake in Red Ensign day which was rejected (as in previous years).

Any Other Business

Acknowledging the retirement of Carl Turner there is now a vacancy and Cllr Barratt will advertise this through the Village Link and notice boards, in the meantime all are encouraged to spread through word of mouth the need for an additional Councillor

CBC Contractors are, on occasions, reluctant to empty the bottle bank at The Chequers as they report that the slabs are not sufficiently robust. Whilst alternative sites were considered it was suggested that because each of these would need appropriate slabs and potentially dropping kerbs that it may be better to offer to improve the slab at The Chequers. Cllr Barratt will speak to the landlord.

The family of Derek Walker have agreed the design of the bench and installation at the bus stop on the Chequers side will soon take place. It was agreed that the Council should fund a bench at the stop on the opposite side subject to a commitment not exceeding £1,200.

The meeting closed at 8.55pm

Date of Next Meeting – Monday 18th June 2018 at Memorial Hall, Wrestlingworth at 7.30pm.

Appendix A

Financial Report – April & May 2018

The following accounts are to be paid and I need to request the council's endorsement.

April & May	E-on Electricity supply D/Debit		307.13
April & May	Clerk's Salary D/Debit		790.46
April & May	Clerk's expenses (Telephone, Internet, Stamps, stationery and Data Protection training) to include use of room as office		141.12
April & May	Wrestlingworth Memorial Hall		28.00
April & May	SAGE – accounting software D/Debit		36.00
April & May	D J Granger – Grounds maintenance		2,437.64
April	Woodfines Solicitors – Co-Op land at Cockayne Hatley		230.00
April	Zurich Municipal – Insurance		810.70
April	Central Bedfordshire Council – precept	20,984.00	
April	Terry Seymour – lamp maintenance		450.00
April	VAT return	275.92	
May	Back-payment for salary increase		7.90
May	Robin Barratt		10.00

Appendix B

WRESTLINGWORTH & COCKAYNE HATLEY PARISH COUNCIL**FINANCIAL STATEMENT AT 31 MARCH 2018**

	<u>Year to 31 March 18</u>		<u>Year to March 17</u>
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>
Income			
Precept	20,030.00	20,030.00	19,120.00
Interest	17.88	15.00	20.48
Grass Cutting Contribution	380.33	352.00	352.51
VAT refund to March 17	122.43		3,020.30
Tree cutting contribution			65.00
Total Income	20,550.64	20,397.00	22,578.29
Operational Expenses			
Accountants fees & Sage	510.00	500.00	370.00
Affiliation Fees	294.00	300.00	298.00
Amenity Field lease		120.00	
British Legion	25.00	25.00	25.00
Church Clock Maintenance	250.00	325.00	236.00
Churchyard Maintenance		1,000.00	1,600.00
Clerk's expenses	303.18	350.00	306.57
Clerk's salary	4,616.54	4,600.00	4,819.62
Election expenses		375.00	
Electricity - street lighting	1,656.02	1,700.00	1,418.33
Electricity/lighting - maint	268.75	400.00	215.00
General Maintenance		500.00	1,793.33
Grants (see below)	2,300.00	1,500.00	1,650.00
Normal Grass and Hedge cutting	6,404.90	9,000.00	8,619.51
Other grounds & tree work		1,200.00	490.00
Insurance	795.11	800.00	747.47
Memorial Hall Hire	79.00	175.00	121.00
Millennium Garden		100.00	0.00
Lousy Bush sign			305.00
Cockayne Hatley sign	590.00		
Parish Tidy Up	235.00	500.00	210.00

Playing field Maintenance	538.00	500.00	307.58
Playing field lease		360.00	
Training expenses	83.00	200.00	
Web site	69.90	250.00	
Vat expensed and not yet recovered	275.92	0.00	122.43
	19,294.32	24,780.00	23,654.84
Operating surplus/deficit	1,256.32	-4,383.00	-1,076.55
Projects			
Allotment lease and set up		2,500.00	
Speed reduction measures		10,000.00	2,780.23
Neighbourhood Plan	76.95	2,000.00	4,247.44
Cockayne Hatley land & set up	1,000.00		
Project Grants received			
Neighbourhood Plan		0.00	-3,290.00
Net Project costs	1,076.95	14,500.00	3,737.67
Overall surplus/deficit	179.37	-18,883.00	-4,814.22
RESERVES			
Bank brought forward	29,001.38	29,001.38	
(Deficit)/Surplus for period	179.37	-18,883.00	
Bank carried forward	29,180.75	10,118.38	
VAT refund due	275.92		
Total	29,456.67		
GRANTS PAID IN YEAR			
Youth Club	800.00		400.00
Village Link	150.00		150.00
Wrestlingworth Memorial Hall	1,000.00		
St Johns Church			1,000.00
Marias Ensemble			100.00
Lower School	350.00		
TBA			
	<u>2,300.00</u>		<u>1,650.00</u>

IMPORTANT NOTES

- 1 Grass cutting varies according to number of cuts required and amount of hedge cutting
- 2 Current account - 31/03/18 1,070.55
Deposit account - 31/03/18 28,110.20

29,180.75

Appendix C

Planning Applications as at 19th May 2018

Updates since the last PC meeting are in red

Application No. and Date	Location	Works Proposed	PC Comment	Status
CB/17/03027/FULL 23.08.17 06.04.18	7 Church Lane, Wrestlingworth ditto	Construction of new 4 bed house Revised floor plans and elevations	Does not conform to NP. Concerns re: on street parking. Previous comments reiterated	Approved 10.05.18
CB/18/00201/FULL 02.02.18	Grange Farm, Tadlow Road, Wrestlingworth	Single and two storey side and rear extensions	No comment	Approved 11.04.18
CB/18/00595/EB 19.02.18	Common Farm, Guilden Morden Road, Wrestlingworth	Electricity Board Notification to divert overhead lines to include new electricity poles	No comment	Approved 09.04.18
CB/18/00772/FULL 16.03.18	1 Randalls Close, Wrestlingworth	Lounge extension	No comment	Awaiting decision
CB/EN/18/0147 Enforcement Case 27.03.18	Home Farm Wrestlingworth (Construction of 3 dwellings on paddock)	Alleged non- compliance with approved plans	Concern about soil removal prior to building and subsequent height of buildings. See on next page CB/18/1500/VOC	

Application No. and Date	Location	Works Proposed	PC Comment	Status
CB/18/1298/FULL 19.04.18	16 Braggs Lane, Wrestlingworth	Single storey front extension, garage conversion, new Velux windows to rear elevations and material alterations to wall fenestration	No comment	Approved 18.05.18
CB/18/01444/FULL 23.04.18	8 High Street Wrestlingworth	Single storey rear extension	No comment	Awaiting decision
CB/18/01500/VOC 03.05.18	Home Farm Wrestlingworth (Construction of 3 dwellings on paddock)	Construction of retaining wall on perimeter of site against school playing field	Concern about soil removal prior to building and potential erosion of school playing field	
CB/18/01509/FULL 03.05.18	Land adjacent to 21 Village Road C/Hat	Retrospective change of use to garden following purchase June 2017		

Appendix D – Woodfines' report

DATED

REPORT IN RELATION TO THE SEPTIC TANK

AT

LAND ON THE SOUTH SIDE OF VILLAGE ROAD, COCKAYNE HATLEY
WRESTLINGWORTH, SANDY SG19 2EJ

WRESTLINGWORTH AND COCKAYNE HATLEY PARISH COUNCIL

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1. PROPERTIES WHICH HAVE BEEN CONSIDERED

8, 10, 12, 14, 16, 18, 21, 23, 25, 27, 29 and 31 Village Road, Cockayne Hatley, Wrestlingworth, Sandy

2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

- 2.1 This report has been prepared for the sole benefit of you, Wrestlingworth and Cockayne Hatley Parish Council (the "Parish Council"), in connection with your proposed purchase of Land on the south side of Village Road, Cockayne Hatley, Wrestlingworth, Sandy (the "Property").
- 2.2 The Parish Council commissioned an investigation as to whether the provisions to which the titles to the 12 properties which drain into the Septic Tank beneath the land which is to be transferred to the Parish Council are sufficient to indemnify the Parish Council from any costs or liability that may arise in the future in connection with the maintenance and upkeep of the Septic Tank.
- 2.3 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.
- 2.4 This report is based on our review of the covenants recorded in the registers of title to the land (Title Number BD203525) out of which the Property will be transferred and where necessary and available, documents of title held by the Land Registry for some of the 12 adjoining properties which drain into the Septic Tank.

3. REVIEW OF TITLE DOCUMENTS

- 3.1 Further to your instructions, we obtained Official Copies of Title Number BD203525 being the title to the Land on the north and south sides of Village Road, Cockayne Hatley and land on the east side of High Street, Wrestlingworth, Sandy SG19 2EJ out of which the Property will be transferred. We also obtained at random, as requested, Official Copies for 12 Village Road (Title Number BD163108) and 23 Village Road, Cockayne Hatley, Sandy (Title Number BD296513) but following our perusal of the Title to the Property we also obtained copy documents where available at the Land Registry (including the transfer for 10 Village Road) where the covenants recorded on the Land Registry entries were not reproduced as comprehensively as for the majority of the 12 adjoining properties (and in the case of 10 Village Road, not at all).

4. SUMMARY OF RIGHTS GRANTED AND RESERVED

4.1 The transfers to the adjoining properties **granted** to their owners one or both of the following rights:

- a) A right in common with others to drain to the Septic Tank through drains running under the Property subject to payment (save in the case of 21 and 25 Village Road) of 1/12 of the cost of maintaining repairing cleaning and emptying the Septic Tank and of maintaining and repairing any drains and conduits leading to it.
- b) A right to give notice and enter the Property retained by the Co-op to inspect, maintain, repair, renew, cleanse and connect to the Septic Tank and conduits **if the Co-op or its successors fail to maintain, renew, or cleanse the Septic Tank only.**

Please note that the right in 4.1(b) is only granted in the transfers of 8 and 10 Village Road and there is no corresponding obligation on the Co-op to maintain, renew or cleanse the Septic Tank.

4.2 The transfers of the adjoining properties also **reserved** some or all of the following rights to the Co-op and its successors in title:

- a) The right to use any conduits under the property being sold for the benefit of the Property;
- b) The right to connect into any drains serving the Property subject to the Co-op or its successors causing as little damage as possible and making good any damage caused at its sole expense;
- c) The right to enter each property sold if necessary with or without equipment for the purpose of inspecting maintaining repairing renewing and cleansing (and connecting into, if the right in 4.2 (b) is reserved) any drains, pipes, conduits or underground cables or conducting media which serve any part of the Property. There is no obligation to carry out these works however;
- d) The right at the cost and expense of the Co-op and its successors in title from time to time to remove and re-site the Septic Tank and to divert any conduits leading to it to a new position as long as the new position is not materially less convenient to the owner of any of the properties. However there is no obligation on the Co-op to re-site the Septic Tank.

5. CONVEYANCES

- 5.1 Listed below are the respective dates of the original Transfer/Conveyance of each of the adjoining 12 properties along with confirmation of which of the above rights were granted and reserved in each case and whether the rights were granted or reserved subject to any additional conditions.

Please note that none of the subsequent transfers when properties were sold to new owners are available to download from the Land Registry and there is no indication on the titles that any Deeds of Covenant have been entered into with any owners to modify or improve the original covenants which were given. The Co-op's solicitors have confirmed that the owners of all the properties have made their own arrangements and it may be that contributions have been recovered from individual owners on an "ad hoc" basis because the Septic Tank has needed emptying or replacing etc rather than as a result of any formal requirement to contribute.

8 Village Road – 15 October 1993

This transfer granted the rights in paragraph 4.1 (a) and (b) above and reserved the rights in paragraph 4.2 (a), (b), (c) and (d).

The right reserved in paragraph 4.2 (c) is subject to the Co-op or its successor causing as little damage as possible and making good any damage caused at its sole expense.

The contribution payable is 1/12 of the costs of maintaining repairing **altering removing** cleaning and emptying the Septic Tank and conduits or **replacing** the same and of all **assessments** or **outgoings** relating to it. The words in bold are in addition to the costs set out in paragraph 4.1 (a).

10 Village Road – 2 May 2003

This transfer granted the rights in paragraph 4.1 (a) and (b) above and reserved the rights in paragraph 4.2 (a) and (d) only.

The owner must pay 1/12 of the costs in paragraph 4.1 (a) together with 1/12 of the costs of inspecting, renewing and replacing the Septic Tank and conduits.

The right granted in paragraph 4.1 (b) includes a right to empty and replace the Septic Tank and its conduits and to recover contributions from any of the adjoining owners of the 12 properties.

This is the only transfer which provides that on a sale of the property the purchaser must first covenant direct with the Co-op or its successors to make the 1/12 contribution on demand.

12 Village Road – 4 January 1991

This transfer granted the rights in paragraph 4.1 (a) above and reserved the rights in paragraph 4.2 (a) and (c).

The right reserved in paragraph 4.2.(c) is subject to the person entering causing as little damage as possible and making good all damage caused at its sole expense.

The covenant to contribute 1/12 of the costs set out in paragraph 4.1 (a) also includes the similar contribution towards altering and renewing the Septic Tank and drains leading to the Septic Tank.

This owner must also contribute 1/12 of the costs of any replacement of the Septic Tank or conduits and of all assessments or outgoings that may be payable in respect of it.

14 Village Road – 22 April 1976

This transfer granted the right in paragraph 4.1 (a) above and reserved the right in paragraph 4.2 (c).

The right granted is subject to a 1/12 contribution being paid towards the costs set out in paragraph 4.1 (a).

16 Village Road – 9 December 1977

This transfer granted the right in paragraph 4.1 (a) above and reserved the rights in paragraph 4.2 (a), (b), (c) and (d).

The right granted is subject to the owner contributing 1/12 of the costs in paragraph 4.1(a).

The right reserved in paragraph 4.2 (d) is subject to consultation taking place with the owner of this property.

18 Village Road – 22 October 1987

The Conveyance granted the right in paragraph 4.1 (a) above and reserved the rights in paragraph 4.2 (a), (b), (c) and (d).

The transfer provided for the owner to pay 1/12 of the cost in paragraph 4.1(a).

The right reserved in paragraph 4.2 (c) is subject to the Co-op or its successor causing as little damage as possible and making good any damage caused at its sole expense.

The right reserved in paragraph 4.2 (d) is subject to prior consultation taking place with the owner.

21 Village Road – 28 September 1976

The Conveyance granted the right in paragraph 4.1 (a) above and reserved the rights in paragraph 4.2 (a), (c) and (d).

The right reserved in paragraph 4.2 (d) was subject to the Co-op or its successors giving prior notice to the owners of this property and having received the owner's prior consent (not to be unreasonably withheld or delayed).

However there is no reference to a provision having been made for a contribution towards 1/12 of the costs.

This does not strictly mean that a covenant to pay a contribution towards the cost was not given but the Land Registry have destroyed any copy of the original Conveyance which was lodged with them when the property was registered. Unless there is a copy with any title deeds or a separate deed has been entered into with any of the owners of 21 Village Road to clarify the position that there is an obligation on the owners of this property to contribute their share of the costs of maintaining repairing cleaning and emptying the Septic Tank and also any conduits leading to it there may be no ability to recover the relevant contribution.

23 Village Road – 13 November 1978

The transfer granted the right in paragraph 4.1 (a) above and reserved the rights in paragraph 4.2 (a), (b), (c) and (d).

The right reserved in paragraph 4.2 (c) is subject to the Co-op or its successors causing as little damage as possible and making good any damage so caused at the Co-op's sole expense.

The Conveyance provides for the owner to pay 1/12 of the costs in paragraph 4.1 (a) and also of the costs of altering and renewing and replacing the Septic Tank and its conduits and of any assessments and outgoings relating to it.

25 Village Road – 14 January 1977

The Conveyance granted the right in paragraph 4.1 (a) above and reserved the rights in paragraph 4.2 (a), (c) and (d).

The right reserved in paragraph 4.2 (d) is subject to the Co-op or its successors serving prior notice on the owner of the Property.

Again there is no mention of a contribution of 1/12 of the costs of maintaining repairing cleaning and emptying the Septic Tank and as the Land Registry have destroyed the original Conveyance, our comments with regard to 21 Village Road as to whether there is any liability on the owners of this property to pay a contribution towards the cost of the Septic Tank are repeated.

27, 29 and 31 Village Road – 16 June 1978

The Conveyance dated 16 June 1978 transferred all three properties at the same time and granted the right in paragraph 4.1 (a) above and reserved the rights in paragraph 4.2 (a), (b), (c) and (d).

The right reserved in paragraph 4.2 (c) is subject to the Co-op or its successors causing as little damage as possible and making good any surface damage caused as its sole expense.

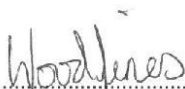
The right reserved in paragraph 4.2 (d) is subject to there first being prior consultation with the owners of these properties.

The Conveyance provided for payment of $\frac{1}{4}$ of the costs of the Septic Tank in 4.1(a) which equates to 1/12 per property.

6. CONCLUSION

- 6.1 Broadly the documents provide for the recovery of contributions from all but two of the properties (21 and 25 Village Road) towards the costs of maintaining repairing cleansing and emptying the Septic Tank and its conduits.
- 6.2 However there may be arrangements in place for those properties for which we are unable to confirm whether payment of 1/12 of the costs is provided for. This will need to be raised with the residents who organise the collection of contributions and they will also need to confirm whether or not any Deeds of Covenant have been entered into. The Co-op do not know.
- 6.3 There are no explicit obligations on the Co-op and its successors in respect of the Septic Tank other than by virtue of the fact that in the transfers of 8 and 10 Village Road the owners are able to enter the Property and carry out works set out in 4.1(b) if the Co-op has failed to maintain renew or cleanse the Septic Tank.

- 6.4 The Parish Council can divert or make alternative arrangements for the Septic Tank and its conduits but any such works would have to be carried out at its **own cost** unless separate agreement could be reached with each of the owners of the 12 adjoining properties.


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Woodfines LLP

Dated.12 April 2018