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Proposed Heads of Terms for Land Transfer Agreement relating to the transfer of land at Heath Lane Codicote to be laid out for a playing field associated with an expanded Codicote Church of England Primary School

The Transferor and the Transferee will execute a Land Transfer Agreement which incorporates the following terms:

- Transferor:** Zedra (and their successors in title)
- Transferee:** Hertfordshire County Council
- Land to be transferred:** 0.543 hectares (1.342 acres) of agricultural/pasture land to the rear of residential properties north and west of St Albans Road Codicote adjacent to footpaths 14 and 15 Codicote as shown edged red on plan S203 dated 22/01/19 attached
- Conditions:** Transfer shall be subject to:
- a) The HCC obtaining planning permission to lay out the land edged red on the plan for use as a playing field in association with the Codicote Church of England Primary School application reference 20/01494/HCC (“ the Playing Fields Permission”, and:
 - b) The HCC obtaining planning permission for the temporary Haul Road as set out in the Plan ref (“the Haul Road Permission”)
 - c) The grant of planning permission by North Herts District Council in respect of application reference 18/02722/FP relating to the residential development of the land south of Heath Lane, Codicote or any other planning permission relating the development of that land that may supersede permission 18/02722/FP (“the Residential Development Permission”)
- Interest to be transferred:** The unencumbered freehold interest with vacant possession.
- Title Insurance** It is understood from the Land Registry that prior to the registration of the freehold interest in the land shown edged red on plan XXXX the deeds to that land had been lost and that there may be restrictions affecting that land that may still be capable of enforcement. The transferor shall arrange suitable insurance cover to indemnify the County Council against any claim that may arise in respect of any party seeking to enforce any such restriction.
- Consideration:** £1 if demanded.
- Transfer Timing:**

The transfer of the playing fields takes shall take place on either:

- (i) 4 months after the statutory challenge period in respect of the playing fields permission plus [] days SAVE in the event that challenge proceeding are commenced in relation to that permission within the said 4 month period and [] days then an extension of time shall apply until any proceedings are finally resolved; or
- (ii) the Transfer of the Residential Development Land

whichever is the later

Definition of "Transfer of Residential Development Land" either

- (i) the transfer of the Residential Development Land to a third party for development; or
- (ii) 4 months after the statutory challenge period in respect of the residential development permission plus [] days SAVE in the event that challenge proceeding are commenced in relation to that permission within the said 4 month period and [] days then an extension of time shall apply until any proceedings are finally resolved

Noting the following in respect of ii) above

that a Notice of the transfer of the Residential Development Land to a third party for development is served within 14 days of exchange with the third party and that the Notice should be for the transfer of the playing field land to be "on or within six weeks of completion of that transfer".

whichever is the earlier

Documentation: The transfer will be concluded in accordance with a draft transfer that will form an annex to the proposed agreement.

Access: **a) Temporary access** (haul road)– The Transferor to use best endeavours to ensure that there is nothing in the planning permission of the residential development prohibiting or in contravention of this; and (ii) the haul road planning permission is in accordance with the plan ref [xx]; and (iii) the permanent access (see below) has not been constructed then; and (iv) another suitable alternative haul road has not been afforded then immediately upon the transfer of the land edged red on the plan to the HCC the transferor shall grant to the HCC and its agents a right to pass over the adjoining land with and without vehicles along the route referred to below for the purpose of laying out the land edged red for use as a playing field. The extent of the route shall only be within an area as shown on Plan [xx] or such other route as the parties may agree. This right shall be granted at no cost to the HCC and shall continue up until the earlier of; (i) the date when access can be

provided in accordance with the permanent access provision; or (ii) the date when another suitable alternative haul road has been afforded.

HCC covenants to apply and pursue the permission of the haul road.

b) Permanent access – The planning permission for the residential development will include the demolition of 66 St Albans Road to enable to widening of the footpath No. 14 Codicote such that it may be made up to form one of the principle vehicular access roads to the residential development. Until such time as that access road may be adopted as a public highway the HCC will require the Transferor to grant to the HCC (including any successors, assigns and agents) a permanent right to pass and repass over it in order to gain access to the land edged red for the purposes of access by emergency vehicles, grounds maintenance and other uses ancillary to its use as a primary school playing field.

c) Access for surveys – From time to time prior to the transfer of the land edged red on plan S203 the HCC (and its agents) may need to access to that land for survey purposes in order to prepare a works specification for the laying out of the playing field. The transferor will permit HCC (and its agents) access for that purpose provided that the HCC has given the Transferor reasonable notice of its intention, such access and works to be subject to an appropriate licence.

d) Implementing the adjoining residential development – The developer may need access to the land edged red to implement the residential development and it is likely that the developer will require access to part of this land to facilitate construction of a footpath on the adjoining land. HCC will permit the developer (and its agents) access for that purpose provided that the works are carried out within the school holidays, that the developer has given HCC [14 days] notice and enters into an appropriate licence for works to include provisions to reinstate.

Management:

Until such time as the land edged red is transferred to the HCC the transferor will continue to manage that land in an appropriate manner and will not permit anything to be done (or may arise) that may adversely affect the intention of the HCC to lay the land out as a playing field associated with the Codicote Church of England Primary School.

Condition:

Assuming that the Transferor complies with the conditions outlined above the HCC will accept the land in its current condition.

- Vacant Possession:** Full vacant possession will be required on completion of the transfer.
- Costs:** The Transferor will be responsible for meeting the HCC's costs associated with the execution of the Land Transfer Agreement and the transfer of the land edged red to the HCC.
- Drafting:** The drafts of the proposed Land Transfer Agreement and the Land Transfer will be prepared by HCC as Transferee and submitted to the Transferor for approval.