

Report on Lease of Easements

Parties	<p>(1) Hertfordshire County Council (Landlord)</p> <p>(2) East Hertfordshire District Council (Tenant)</p>
Term	The term shall commence on the date of completion and expire on the date of expiry of the Lease (howsoever that determines).
Rent	A Peppercorn
Landlord's Property	The land outlined in red on the Plan registered under HD494701 excluding the Sold Land (being the land edged red on the plan marked "EM15567").
Tenant's Property	The land demised by the Lease between the parties dated 18 March 2021 as registered under title number HD599007.
Title Guarantee	Limited title guarantee
Playing Field Works	<p>The Lease contains a covenant for the Tenant to undertake the works in a proper and workmanlike manner as soon as reasonably practicable and in a reasonable period following the date of the lease to the reasonable satisfaction of the Landlord.</p> <p>The playing field works comprise a levelled surface appropriate for the playing of ball games and sports and which is turfed and/or seeded with a quality grass seed mixture which establishes quickly and provides rapid cover and has a high wear tolerance. The specifications are to be appended at Annexure 3.</p>
Rights Granted	<p>These are listed at Schedule 1 and are as follows:</p> <p>(1) the right to enter those parts of the Landlord's Property as are not built on and are reasonably necessary to access the Easement Strip (3m wide shown shaded brown on the Plan) with or without vehicles, plant and equipment (at the Tenant's expense and in a proper and workmanlike manner) to install, inspect, maintain, repair, replace, renew and make good the drainage media within the easement strip below the surface of the Landlord's Property and afterwards to retain within the easement strip, inspect, maintain, repair, alter, renew, replace and remove the drainage media; and</p> <p>(2) the right to use the drainage media (as shown on the plans appended at Annexure 2) for all purposes relating to the Tenant's use of the Tenant's Property.</p>

Rights Reserved	<p>These are listed in Schedule 2 and are as follows:</p> <ul style="list-style-type: none"> (1) subject to available capacity, the right to connect into and use the drainage media for purposes connected with the Landlord's Property but subject to the Landlord making good all damage caused in the exercise of this right; and (2) the right to use any part of the Landlord's Property as the Landlord thinks fit, or to build on or develop any part of the Landlord's Property.
Other Tenant's Covenants	<ul style="list-style-type: none"> 1) In addition to the playing field works, the Teant undertakes to make good to the Landlord's reasonable satisfaction and at its own expense all damage caused to the Landlord's Property and to all other services laid in the Landlord's Property by the exercise of the rights and indemnity the Landlord against all such claims and liability. 2) The Tenant also covenants in the usual manner: <ul style="list-style-type: none"> (a) to cause as little inconvenience as reasonably possible; (b) to promptly make good (at its own expense) to the reasonable satisfaction of the Landlord and physical damage caused by the Tenant's exercise of the rights; (c) to exercise the rights at reasonable times and give reasonable notice (except in the case of emergencies); and (d) to comply with reasonable health and safety and safeguarding requirements required by the Landlord. 3) The Tenant will comply with all laws governing the installation and use of the drainage media when exercising the rights. 4) The Tenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with the exercise of the rights, the carrying out of any works permitted by the lease, any breach of the tenant covenants and any breach of the terms of the lease by the Tenant, any occupier or by any other person permitted by the Tenant to exercise the rights. 5) The Tenant shall not cause any nuisance, annoyance or disturbance to the Landlord or other occupiers, or of any neighbouring land or to any other person entitled to the rights.
Landlord's Covenants	No covenants are given other than quiet enjoyment of the rights.

Insurance	The Tenant is responsible for insuring against liability of the tenant and landlord, loss or damage to the Landlord's Property and all actions, costs, claims, or proceedings or liabilities to third parties arising through the exercise of the Rights with a reputable insurer and must pay all the premiums promptly.
Forfeiture	The lease may be forfeited if the tenant breaches any covenant of the lease of easements.
Landlord and Tenant Act 1954	The lease is to be contracted out of the security of tenure provisions of the LTA 1954.