

NOTES OF A MEETING HELD ON THURSDAY 3RD JULY 2012 IN URCHFONTS VILLAGE HALL TO DISCUSS PROGRESS ON LOCAL PROPOSALS RELATING TO THE MARKETING AND SALE OF URCHFONTS MANOR

Present: Nicola Mitchell (NM - Chair, Urchfont Parish Council), Peter Newell (PN - Vice Chair, Urchfont Parish Council), Bob Lunn (BL - Clerk to Urchfont Parish Council), Stephen Morgan (SM - Wiltshire Council), John Price (JP - Wiltshire Council), Joan Barnett (JB - Chair of Governors, Urchfont School), Carol Talbot (CT- Head, Urchfont School), Ian Maidment (IM - Chair, Friends of Oakfrith Wood), Alan Crouch (AC - Urchfont Cricket Club), Sarah Lee (SL - Urchfont Pre-School), Lynn Everson (LE - Urchfont Pre-School), Di Cooper (DC - Urchfont Pre-School)

Apologies: Emma Cleugh (Knight Frank)

NM opened the meeting by welcoming SM and JP in particular to update the group on the marketing of Urchfont Manor and local proposals that had been made in this respect.

SM confirmed that he was heading discussions with Knight Frank to confirm the terms, conditions and boundaries for the sale of Urchfont Manor which, for practical and other reasons would now not be marketed until September 2012.

Having received representations and/or proposals from all the parties represented at the meeting, strong direction from the Wiltshire Council (WC) Cabinet and following discussions with John Snook (tenant farmer), he now intended to give an update on progress and to agree a way forward in relation to each of the community entities as follows:

1. Playing Field (Recreation Ground)

SM confirmed that the Playing Field is **EXCLUDED** from the sale of Urchfont Manor and will initially continue to be used / managed under existing Memorandum of Understanding (MOU) arrangements with the Parish Council (UPC) and Urchfont School. A shared 'right of access' will be granted to Crookwood House over the School access road up to the present gate. Whilst Community Asset Transfer of all or part of the Field to one or more parties is possible, it would be difficult to define demarcation lines and would require DfE consent.

PN advised on the issue from the historical perspective in that the whole of the Playing Field land had been given by the Pollock family for community recreational use, only part of the Field being restricted access during School operational hours for safeguarding reasons. (SM – Additional research post meeting has shown that there is no evidence with the deeds confirming or verifying this, has PN or UPC any information to support this?)

NM re-iterated the Parish Council proposal that the whole Playing Field should be transferred to the Parish Council to protect community use in perpetuity, whatever happens to the School in the future. This proposal had been discussed with the School/Governors and both NM and JB confirmed that all parties had agreed that the Field should be transferred to the Parish Council with similar memorandum of understanding type arrangements put in place between UPC and the School as now.

CT asked whether fencing of the Playing Field could be improved prior to transfer to better satisfy her safeguarding requirements (see Site Visit action under 2 below).

SM acknowledged the key objective of recreational ground retention in perpetuity and agreed to continue to explore options/ways to best achieve this under the constraints that exist. This could take time to achieve, but current MOU arrangements will apply in the meantime and that such aims and understandings would continue regardless of the disposal of the Manor House itself.

[Subsequent to the meeting SM has confirmed that the Secretary of State for Education will need to approve any form of disposal (even by way of a lease) any land that has been used in the last 10 years as a school playing field under the School Standards & Frameworks Act 1988 as amended by the Education & Inspections Act 2006. Applications for this take a very long time to gather evidence for, are time consuming and offer no guarantees of success. The school has a strong say in how the Sec of State will respond. Further discussions must ensue to share the implications of these regulations to work out a cost effective solution but the MOU can continue for now.]

ACTION: SM

2. Pre-School Access and additional Play Space

SM stated the WC Arboricultural Officer (tree specialist) and Principal Conservation Officer have stated that an access path (i.e. along the existing Seymour House/Diocesan owned School boundary) and additional play space in the areas proposed would not be supported by Officers (Conservation and Tree Protection point of view) due to the disturbance this would cause to the tree roots not only during construction, but by its continued use and the damage these would cause to the mature trees that are located in the Conservation Area and forms part of the setting for the Listed Manor House.

The fact that potential damage to trees is being put before the safety of young children was fiercely challenged by LE and JB in particular; children may in the future have to be escorted along roads without pavements on Top Green, often around parked cars, and round blind bends used by heavy farm traffic to gain access to/from the Pre-School, playing field and the new permissive path to Oakfrith from the existing public footpath. SM suggested the possibility of a pathway alongside Crookwood House along its boundary with Poynings to ease the problem, but this met with similar safety concerns. In terms of additional play space, this is an Ofsted requirement and should not be ignored at such an opportune time.

BL expressed concern that it is now three months since the proposals were sent to WC with an offer for an early site meeting to resolve this particular issue, only now do we hear that the proposal is rejected. He suggested that a site meeting should be held with all interested parties, including tree and conservation specialists, as soon as possible to review all the issues on the ground, to share concerns and to all explain constraints and givens and the reasons behind them. SM explained that it was preferable to come to the Community with a whole proposal rather in bits and pieces and many were interlinked. SM highlighted that potential solutions could impact on the Urchfont Manor sale timeline. SM mentioned that Seymour House and Fiddler's Cottage might be sold as separate lots and might offer some scope for Pre-School access opportunities. SM agreed to co-ordinate such site meeting with BL, this also to include review of Playing Field scenario and associated fencing requirements including access to Oakfrith Wood (see 5 below).

ACTION: SM /BL

JB asked whether now is the time to involve the local MP to hopefully exert influence to resolve this situation; SM advised that it is probably better to wait until the outcome of the site visit is known.

3. Oakfrith Wood

SM confirmed that the Wood is **EXCLUDED** from the sale of Urchfont Manor and it is intended to transfer the ownership of it under the Council's Community Asset Transfer Policy (CAT) to either the UPC or Friends of Oakfrith Wood (FOW), (these parties to decide which.)

ACTION: UPC / FOW

SM explained the basis of the CAT Policy and explained that the use of the wood will be for community purposes only in perpetuity which should not be too difficult to comply with bearing in mind its nature reserve status. Also, a reverter clause is included in the transfer/sale whereby if it ever ceased to be used for community use, WC would have five years to find a new community use for it and encourage ownership to be taken of it by another group. If after 5 years this fails, then the Wiltshire Council would be entitled to sell the wood at market value and the proceeds would be equally split between it and the party to which the land was transferred by the CAT. IM suggested that the reverter clause in the lease should include the requirement to approach non government organisations such as Wiltshire Wildlife Trust. SM felt that during the 5 year search, such organisations would be sure to hear of it and make an application. However, it was agreed that the definition of community use was to be provided in Heads of Terms and a view formed whether this was acceptable or required further adjustment.

4. Opportunity to Extend Oakfrith Wood (Part of Urchfont Manor sale)

SM confirmed that further work was required to understand the possibilities of this as it had implications on the secure agricultural tenancy which would be investigated.

IM requested that the named occupiers/operators (UPC or FOW) in the Transfer Documentation be given the opportunity to lease or buy the land when the current life tenancy agreement ends. SM agreed to discuss this with the legal department.

ACTION: SM

5. Access to Oakfrith Wood

SM confirmed that the current permissive path which crosses Urchfont Manor (East/West) will be extinguished post the closure of the College. It is proposed to establish a new permissive path to the Woods along the Northern edge of the fields adjacent to Crookwood Lane accessed by the existing kissing gate off this road.

IM pointed out that this kissing gate is at the top of a steep stepped bank off of a relatively narrow road with no pavement, a safety hazard particularly in wet weather. It would provide very limited access for wheelchairs and the disabled in particular. It was also pointed out that children from the Pre-School visit the Woods on a weekly basis as part of their activities using the current relatively safe permissive path from the Playing Field, this proposed new access route would be totally unacceptable from the safety point of view. IM advised that the new permissive path must start from the Playing Field and avoid any requirement to walk along narrow roads. The path will probably need to be fenced as part of John Snook's aim to gain 'higher level stewardship' status for his land. SM confirmed that further work

was required to understand the possibilities of this as it had implications on the secure agricultural tenancy which would be investigated.

ACTION: SM

6. Cricket Ground

SM confirmed that the Ground would be **INCLUDED** in the sale of Urchfont Manor, but the secure agricultural tenant of the land had agreed in principle to relinquish part of his tenancy to allow a new 125 year lease to be granted to either the Cricket Club or the Parish Council on a peppercorn rent basis. The latter parties need to decide who should be the tenant, taking account of potential for sub-leases and associated legal costs.

ACTION: UPC / Cricket Club

AC stated that this was good news as the Ground was considered a very good facility by local clubs and Wiltshire Cricket. He suggested that the lease should include a 'right of renewal' clause to protect the ground for future generations. This request was noted by SM to seek legal clarification on whether this was possible or not.

7. Alternative Site for Allotments

SM confirmed that the proposal had implications on the secure agricultural tenant. NM stated that it was another Wiltshire Council Officer that had first suggested the strip of land adjacent to the Playing Field for this purpose, not UPC. SM was asked to make this distinction clear to the tenant.

Action: SM

However, the tenant is content to offer a piece of his land alongside Cemetery Lane for this purpose on the understanding that allotment tenancies are directly with him. It is, however, unlikely that the alternative space will be required for the foreseeable future dependent on demand for grave space in the cemetery, but UPC will be happy to discuss options directly with the landowner in the future.

ACTION: UPC

8. Heads of Terms

SM advised that draft Heads of Terms would be prepared prior to going to market; these will be circulated for review locally. The point was made, however, that the current intention was to market the property with the agreed Heads of Terms (as opposed to formalising them in legal documents) to enable the flexibility for minor variations to be made should a buyer of the Manor House require them. Therefore they would be formalised in conjunction with the sale of the Manor.

9. Conclusion

NM thanked all for what had been a very positive meeting, albeit with a number of issues requiring actions as shown above. It was agreed that SM would continue to be the main conduit for discussions with the agricultural tenant for the foreseeable future and that BL would act as the conduit for all interaction between SM and those parties represented today.

Bob Lunn
Clerk to Urchfont Parish Council

4th July 2012