

Draft Heads of Terms
Disposal of the Freehold of Play Area and Playing Field North of Raleigh Crescent, Witney

1.0	The Seller	West Oxfordshire District Council Council Offices Woodgreen Witney Oxfordshire OX28 1NB Ref: Estates Team: <i>Suzanne Barton</i> <i>Senior Estates Officer</i> Direct Line 01285 623245 Email suzanne.barton@publicagroup.uk
1.1	The Seller's Solicitors	Interim Head of Legal Services Cotswold District Council Trinity Road Cirencester Gloucestershire GL7 1PX.
1.3	The Buyer	Witney Town Council Town Hall Market Square Witney Oxon. Sharon Groth Town Clerk
1.4	The Buyer's Solicitors	TBA
2.0	Basics	
2.1	Property to be sold	Play Area and Playing Field on the North Side of Raleigh Crescent, Witney as outlined red
2.2	The Seller's Retained Land	None – check
2.3	Registered title number	Part of ON180986
2.4	VAT	N/A

2.5	Proposed Date of Exchange	ASAP
2.6	Proposed Completion Date	ASAP
2.7	Interest to be transferred	Freehold
2.7	Sale Price	Nil
2.8	Other departments to be notified of disposal to cease works normally carried out	Property maintenance Grounds maintenance contractors UBICO
3.0	Other Terms	
3.1	Sellers Obligations	Upon completion, West Oxfordshire District Council will pay Witney Town Council the cost of refurbishment works in the sum of £75,000 as per 13/0345/P/FP S106 agreement.
3.2	Rights Granted to the Buyer	<ol style="list-style-type: none"> 1) All rights associated with a freehold transfer of sale 2) Right to access play area over pathways on Council's retained land
3.3	Conditions	<ol style="list-style-type: none"> 1) No noisy offensive or dangerous occupation or pursuit which may be or become in any way a nuisance or danger to the Transferor or its successors in title or the owners or occupiers of any neighbouring property shall be carried out by the Transferee or caused or permitted to be carried out on the Property 2) To keep the Property and the play equipment erected thereon in repair clean tidy and free from weeds deposits materials or refuse 3) The Transferee shall not at any time carry on or suffer to be carried on upon the Property or any part thereof any trade or business whatsoever 4) The Transferee shall not erect any building or structure on the Property or any part of it except the erection construction or placing of any play equipment structure or hard standing or any replacement of the same on the Property 5) The Transferee shall not use or permit the Property or any part of it to be used for any purpose other than as children's play park and public amenity area 6) To maintain, repair and renew the fence, wall or other means of enclosure on any side or sides of the Property marked "T" within the boundary on the Plan and any fence,

		wall or other means of enclosure elsewhere within the Property.
3.4	Rights Reserved	<p>Rights Reserved for the Benefit of the Retained Land</p> <p>The following exceptions and reservations are reserved out of the Property for the benefit of each and every part of the Retained Land</p> <p>1) The right to take water, electricity and other appropriate services and pass water and soil through the Service Media now laid or at any time during the Perpetuity Period laid in under or through the Property and the Service Media shall be maintained and repaired at the joint and equal expense of the owners for the time being of the Property and of the other land entitled to use them</p> <p>2) The right to enter on the Property to lay, maintain and replace, inspect and connect to any of the Service Media situate in, upon or under the Property any damage which may be done in the exercise of such powers as specified in this sub-clause being made good without unnecessary delay at the cost of the Transferor or other persons so entering</p>
3.5	Other rights	<p>1) The Property is transferred with such rights reservations and covenants as are existing on the registered freehold title</p> <p>2) The Property is transferred subject to the inclusion of a restricted use covenant that in perpetuity it is used only as a children's play area and amenity.</p>
3.6	Costs	Each party to pay their own costs
3.7	Declaration of Interests	<p>Any interests should be noted here, with the Council, Officers, Members, Tenant.</p> <p>Confirm no interest to declare.</p>