

Subject to Contract and Portfolioholder Approval

Heads of Terms  
Disposal of the Freehold of Land at Fortey Road, Northleach

1.0	The Seller	<p>Cotswold District Council Trinity Road Cirencester Gloucestershire GL7 1PX</p> <p>Jasmine McWilliams Asset Manager <a href="mailto:jasmine.mcwilliams@publicagroup.uk">jasmine.mcwilliams@publicagroup.uk</a> 01285 623255</p>
1.1	The Seller's Solicitors	<p>Interim Head of Legal Services Cotswold District Council Trinity Road Cirencester Gloucestershire GL7 1PX.</p> <p>Officer: TBC</p>
1.3	The Buyer	<p>Northleach with Eastington Town Council The Westwoods Centre, Bassett Road, Northleach, GL54 3QJ</p> <p>Pauline Rigby Town Clerk Westwoods office: 01451 885349 Town Clerk (direct): 01451 885349 E: <a href="mailto:clerk@northleach.gov.uk">clerk@northleach.gov.uk</a></p>
1.4	The Buyer's Solicitors	TBA
1.5	The Buyer's Agent	TBA
<b>2.0</b>	<b>Basics</b>	
2.1	Property	<p>Land at Fortey Road, Northleach as edged red on attached plan.</p> <p>Retained Land (edged blue) – land to be retained by the Seller</p>

2.2	Registered title numbers	Whole of:-  GR343929 GR343865 GR343840 GR343824  Part GR343802  The Seller is to retain part GR343802
2.3	VAT	N/A
2.4	Proposed Date of Exchange	ASAP
2.5	Proposed Completion Date	ASAP
2.6	Interest to be transferred	Freehold
2.7	Sale Price	Nil
2.8	Cost centre/income code	TBA
2.9	Other departments to be notified of disposal to cease works normally carried out	Tree Officer Grounds Maintenance
<b>3.0</b>	<b>Other Terms</b>	
3.1	Buyers Obligations	Upon completion of the Transfer, The Seller will pay the Buyer the sum of £10,000 as a contribution towards the future maintenance of the Property ("the Maintenance Fund")
3.2	Rights Granted to the Buyer	None
3.3	Rights Reserved to the Seller in favour of the Retained Land and its successors in title	The Seller reserves the right to connect, repair and maintain all necessary service media to Retained Land (part GR343802)  The Seller reserves access rights in favour of the Retained Land
3.4	Other rights	The Property is transferred with such rights reservations and covenants as are existing on the registered freehold title

4.0	Sellers Obligations	
4.1	Covenants to be imposed under Section 33 of the Local Government (Miscellaneous Provisions) Act 1982	<p>1) The Property is transferred subject to the inclusion of a restricted use covenant that in perpetuity it is used only as amenity woodland</p> <p>3) No buildings to be erected</p> <p>4) To maintain boundaries to Property as shown by "T" marks on Plan (to be provided)</p> <p>5) To use the £10,000 for maintenance of the Property</p> <p>6) No overnight sleeping on Property</p>
4.2	Right of First Refusal/ Pre-emption	<p>The Buyer shall grant to the Seller a Pre-emption Agreement.</p> <p>Should the Buyer wish to dispose of the Property, it must first offer the Property to the Seller for nil value.</p> <p>Upon making a disposal of the Property, the Buyer will be required to repay to the Seller the balance of the Maintenance Fund as at the date of such disposal being the sum of £10,000 less any expenses incurred in connection with the maintenance of the Property</p>
5.0	Costs	Each party to pay their own costs
6.0	Declaration of Interests	<p>Any interests should be noted here, with the Council, Officers, Members, Tenant.</p> <p>No interest to declare.</p>



**Land at Fortey Road  
Northleach**

Scale: 1:1750

Printed on: 9/2/2021 at 14:03 PM

