

**LAND ADJACENT COTTAGE ROAD AND A417 FARINGDON ROAD, STANFORD IN THE VALE**

**HEADS OF TERMS**

**LEASE**

**Subject to contract and Subject to final approval by Oxfordshire County Council & Stanford in the Vale Parish Council**

**1. Parties**

**Landlord**

Oxfordshire County Council  
County Hall  
New Road  
Oxford, OX1 1ND

**Tenant  
Address**

Stanford in the Vale Parish Council

**2. Property**

Land adjacent Cottage Road and A417 Faringdon Road, Stanford in the Vale. totalling approximately 19.7 acres gross, as shown on the attached plan outlined in red.

**3. Term**

125 years

**4. Lease Commencement**

On completion

**5. Rent**

£1.00 per annum in respect of 14.7 acres as hatched red on the plan.

In respect of the remaining 5 acres ("additional land") or thereabouts, rent of £350 will be payable after the first six months of the term (6 months rent free).

**6. Rent Review**

Upward only rent reviews every five years in respect of the "additional land", based on a use of the land as agricultural, unless the landlord has approved a change of use for any of the additional land to be used for allotments. If any of

the land is used for allotments the basis for review will be based on the use of the additional land as allotments.

## **7. Use**

The use of the land will be restricted to the use as a recreation ground for use by the community and for the benefit of the community and for community sports and uses ancillary to recreation and sports. For the avoidance of doubt the type of uses allowed are (but are not limited to) tennis courts, cricket, rugby and football pitches, bowling greens, woodland, clubhouse/ pavilion any play areas with equipment subject to obtaining landlords consent and planning permission for any built development where required.

A positive obligation is to be imposed on the tenant to ensure that the land is continued to be used for recreational purposes.

## **8. Proposed Development**

The Tenant will develop the land at its own cost for use as recreation space in accordance with the planning permission which was granted on 28<sup>th</sup> October 2010 for a change of use of land from agricultural to recreational use by the public.

The decision notice requires that development shall be begun within a period of three years from the date of the permission. Before submitting full details of re-grading of land levels and details of the treatment of internal and external boundaries to the Local Planning Authority as required by the decision notice, the Tenant will submit the proposals to the Landlord for prior approval (such approval not to be unreasonably withheld and to be provided within 10 working days).

## **9. Repairs and maintenance**

The Tenant will be responsible for all repairs and maintenance to the property including all boundaries including any trees on the boundary during the term of the lease.

## **10. Alterations**

No alterations or additions shall be made to the property without prior written consent of the Landlord, which will not be unreasonably withheld. For the avoidance of doubt, if further development works (built development ie. structures) are proposed by the Tenant within the site as part of the development to implement the current planning permission, such as car parking or any buildings or structures, a separate planning permission may be required and the Tenant will, before submitting a planning application for their proposed development on the property, provide a copy of the application to the Landlord for approval (such approval not to be unreasonably withheld and to be provided in 10 working days).

**11. Outgoings**

The Tenant will be responsible for all rates and other outgoings during the period of the lease.

**12. Alienation**

Assignment of the whole or part is not permitted.

Underletting of the whole or part will be permitted subject to Landlords approval not to be unreasonably withheld. Underlettings are to be in a form approved by the Landlord and will be contracted out of the security of tenure provisions of the L&T Act 1954. The underletting will contain a prohibition of further underlettings or assignments.

The Tenant will be allowed to hire the property or parts of the property to local users or for the benefit of the local community for temporary periods under which exclusive possession is not granted and no relationship of Landlord and Tenant is created.

**13. Insurance**

The Tenant shall insure the property.

The Landlord will maintain public liability insurance in respect of the land adjacent to the former Waste/ Landfill site adjacent to the Property, and will retain liability for any pollution that leaks from the adjacent Waste/ Landfill site onto the Property which is as a direct consequence of the former use of the adjacent site as a Landfill site only.

**14. Break Option**

The Landlord reserves the right to exercise the break option on serving six months notice, in the event that development of the land for recreational purposes as permitted by planning permission granted on 28 October 2010 (application 10/01653/COU) has not completed 5 years from commencement of the lease.

The Landlord reserves the right to exercise a break option or request a surrender of the whole and to re-grant a new lease of part in the event that at some time in the future severe levels of pollution are discovered at the Property or on parts of the Property which are as a direct consequence of the adjacent site being used as a Landfill site and at the absolute discretion of the Landlord that any remediation required cannot and will not be funded by the Landlord. In the event that the Landlord discovers any serious pollution affecting the property the Landlord will immediately notify the Tenant. The Tenant will have the right to request to retain the lease of the Property and remediate the Property at its own cost.

**15. Rights to Renew**

The Tenant will have the right to renew the lease at any time during the last twenty years of the term and on similar terms to the existing lease including term. If the Tenant does not exercise this right to renew, the land will revert to the Landlord.

**16 Yield Up**

The Landlord will reserve the right to decide whether it requires any buildings or structures to be removed but the Tenant will not be required to re-instate the land to its former level or re-route any services

**17 Access for OCC Monitoring**

The Landlord requires access to the boreholes on the Property to carry out routine monitoring of the adjacent closed landfill site. Any future development of the site should not damage or destroy the boreholes. The boreholes must be accessible at all times. The plan attached, plan number 1764.AR.02 Issue Fn identifies the location of the boreholes.

The Landlord is not obliged to continue to monitor the ground water in the bore holes but will continue to do so at the Landlords absolute discretion. The results of the monitoring will be made available to the Tenant.

**18 Soil Investigation**

Prior to completion of the lease the Landlord will instruct the Landlords consultants Enitial, and as approved by the Tenant, to carry out soil investigation work to include the following;

- a. 5 x pits to a depth of 2m located as follows:
  - i. 3 evenly distributed on the higher ground closest to the former tip
  - ii. 1 at the lowest point
  - iii. 1 near to Cottage Road where a proposed Clubhouse/Pavilion would be located as agreed with Enitial on 5 November 2014
- b. 1 radioactivity sampling at the lowest borehole point
- c. The Landlord will carry out the soil testing on the basis that the Tenant accept that this sampling is adequate in all respects for a decision to be made by it for entering into a lease & that subject to satisfactory results in respect of the current level of pollution at the Property, the Tenant will not request any further tests to be carried out by the Landlord.
- d. The cost of the soil investigation will be shared equally between the parties.

**19 Other**

All other terms to be agreed between the parties acting reasonably.

**20 Fees and Costs**

Each party to be responsible for their own legal fees.

**21 Landlords Solicitors**

Oxfordshire County Council  
County Legal Services  
County Hall  
New Road  
Oxford OX10 1ND  
Tel: 01865 792422  
Fax: 01865 815447  
DX 4310 OXFORD  
FAO

**20. Tenants Solicitors**