


<h1 style="text-align: center;">Heads of Terms for Freehold Transfer</h1>	<p style="text-align: center;">Dated: 26.01.2022</p>  <p style="text-align: center;">one and all <i>onen hag oll</i> CORNWALL COUNCIL</p>
SUBJECT TO CONTRACT	
1. Initial Information	
<p>1.1 Premises Address (shown outlined in red on the attached plan):</p>	<p style="text-align: center;">Castle Park, Liskeard Cornwall, PL14 3AX</p> <p>Detailed in Title Number: CL223692, Title documents to be provided</p>
<p>1.2 Area of Property (e.g. sq.m.):</p>	<p style="text-align: center;">Approximately 24,268 sq m (6.00 acres/ 2.43 Hectares)</p>
<p>1.3 Full Name and Address of Vendor:</p>	<p style="text-align: center;">The Cornwall Council New County Hall Treyew Road Truro Cornwall TR1 3AY</p>
<p>1.4 Contact Name for Vendor:</p>	<p style="text-align: center;">Jo Keene</p>
<p>1.5 Email for Vendor:</p>	<p style="text-align: center;">Jo.keene@cornwall.gov.uk</p>
<p>1.6 Telephone Number for Vendor:</p>	<p style="text-align: center;">01872 01872 322 222</p>
<p>1.7 Mobile Number for Vendor:</p>	<p style="text-align: center;">07955 434476</p>
<p>1.8 Full Name and correspondence address of Purchaser:</p>	<p style="text-align: center;">Liskeard Town Council 3-5 West Street Liskeard Cornwall PL14 6BW</p>
<p>1.9 Purchaser's Company Registration Number (if applicable):</p>	<p style="text-align: center;">n/a</p>
<p>1.10 Purchaser's Registered Office (If applicable):</p>	<p style="text-align: center;">n/a</p>
<p>1.12 Contact Name for Purchaser:</p>	<p style="text-align: center;">Steve Vinson</p>
<p>1.13 Email for Purchaser:</p>	<p style="text-align: center;">townclerk@liskeard.gov.uk</p>
<p>1.14 Telephone Number for Purchaser:</p>	<p style="text-align: center;">01579 345407</p>

1.15 Mobile Number for Purchaser:	
1.16 Consideration:	£1
1.17 Is VAT Payable?	No
2 Rights	
2.1 Rights granted by the Vendor (inc. RoWs, drainage connections etc.):	Right to connect to or maintain any services through under or upon the adjacent land owned by Cornwall Council. Right granted to the Purchaser for access over the Vendor's retained land the purposes of maintaining or repairing any of the transferred property upon reasonable notice.
2.2 Rights reserved for the Vendor:	Right reserved to the Vendor (including its appointed agents, contractors, companies, tenants and licensees) for access over the land transferred to the Purchaser for the purposes of maintaining or repairing any of the Vendor's retained property upon reasonable notice. Rights reserved to the Vendor to lay, connect to or maintain any services through or under the Premises.
2.3 Restrictive Covenants attached to the transfer:	None
3 Accommodation Works	
3.1 What accommodation works are to be carried out by the Purchaser?	None
3.2 Is there a deadline for the works?	n/a
3.3 What accommodation works are to be carried out by the Vendor?	The Purchaser to advise whether the street lighting is to be removed by the Vendor
3.4 Is there a deadline for the works?	To be agreed
4 Overage	
4.1 Is there an overage provision in the transfer?	No
4.2 If so, provide details:	n/a
4.3 Trigger event/notice	n/a
5 Costs	
5.1 Who is responsible for the Vendor's surveyor's costs?	Vendor
5.2 Is there a set amount?	No
5.3 Who is responsible for the Vendor's legal costs?	Vendor
5.4 Is there a set amount?	No
6 Vacant Possession	
6.1 Is the site sold with vacant possession?	Yes
6.2 If no, provide further details.	n/a
7 Any other terms	
7.1 Detail any further terms or conditions relating to the transfer:	1. The premises are used as a public park and funding has been received under the Making Space for Nature (Green

	<p>Infrastructure for Growth2) that requires the maintenance, the management for biodiversity and people for a minimum of 15 years (until 2036).</p> <p>The Heads of Terms are subject to the requirements of the ERDF being reasonable and practical to address</p> <p>2. The public footpath to the south west of the site as shown in purple on the attached plan and a right of way shown in grey to the north of the site. These must be maintained by the purchaser to an acceptable standard.</p>
8 Conditions	
8.1 References	
8.2 Cabinet / Member approvals	Believed to have been obtained through the AMG process on 16.12.21
8.3 Planning	n/a
8.4 Local Authority consents	n/a
8.5 Further surveys required?	No
8.6 Vendor's Solicitor	Legal Services, The Cornwall Council, New County Hall, Treyew Road, Truro. TR1 3AY
8.7 Vendor's Solicitor's Telephone Number:	TBC
8.8 Vendor's Solicitor's Email Address:	TBC
8.9 Purchaser's Solicitors:	The Vendor recommends that the Purchaser seeks independent legal advice.
8.10 Purchaser's Solicitor's Telephone Number:	TBC
8.11 Purchaser's Solicitor's Email Address:	TBC
8.12 Timing and Other Matters:	
8.13 Exclusivity period, target for exchange?	Completion as soon as possible
8.14 No Contract:	These heads of terms are subject to contract and all necessary Council approvals.
8.15 Purchaser's Agent(s):	The Vendor recommends that the Purchaser seeks independent professional advice.
8.16 Vendor's Agent(s):	Jo Keene