

DATED 4 September 1987

THE OXFORDSHIRE COUNTY COUNCIL,

and

THE FARINGDON TOWN COUNCIL,

LICENCE

Re:

Land off Gloucester Street
Faringdon Oxon for Town Park

P.J. Floyd
County Solicitor
County Hall,
New Oxford.

JK/LBV35/63

LG5ACM

THIS LICENCE is made the *14th* day of *September* one thousand nine hundred and eighty-seven BETWEEN THE OXFORDSHIRE COUNTY COUNCIL of County Hall Oxford (hereinafter called 'the Licensor') of the one part and FARINGDON TOWN COUNCIL of The Corn Exchange Cornmarket Faringdon Oxfordshire (hereinafter called 'the Licensee') of the other part.

1. The Licensor is the owner of the parcels of land situate off Gloucester Street Faringdon Oxfordshire shown edged red (hereinafter called 'the red land') and edged blue (hereinafter called 'the blue land') on the plan annexed hereto .

2. The Licensee is desirous of using the red land and the blue land for the purposes of a Town Park and amenity area and has requested the Licensee for consent to do so .

NOW BY THESE PRESENTS

1. The Licensee hereby consents to the use of the red land and the blue land for the purposes of a Town Park and amenity area from 27th October 1986 until determined as hereinafter provided TOGETHER WITH a vehicular right of way for the purpose of maintenance only of the red land and the blue land over and along the access way shown coloured brown on the said plan TOGETHER ALSO WITH a right of way on foot only over the footway coloured green for the purposes of access to the red land and the blue land in pursuance of the licence hereby granted .

PROVIDED ALWAYS that nothing herein contained shall be deemed to confer upon the Licensee any estate or interest therein or create any relationship between the Licensor and Licensee other than that of Licensor and Licensee

2. The Licensee hereby covenants as follows:

- (a) To pay to the Licensor the sum of one peppercorn (if demanded) annually in advance
- (b) To use the red land and the blue land for the purposes of a Town Park and amenity area only.
- (c) To keep the red land and the blue land all at times in a clean and tidy condition.
- (d) To obtain any necessary planning or other consents which may be required in connection with the use of the red land and the blue land for the purpose aforesaid.
- (e) Not to do or suffer to be done in the exercise or purported exercise of the Licence hereby granted anything which may be or become a nuisance annoyance or which may cause damage injury or inconvenience interference disturbance or obstruction to the Licensor or its lessees or tenants and to any other person which may in the opinion of the Licensor be injurious to any neighbouring property.
- (f) To bear the cost of all outgoings of whatsoever nature in respect of the red land and the blue land
- (g) To indemnify and to keep indemnified the Licensor from and against all actions proceedings costs claims demands and expenses howsoever arising which may be

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Ordnance Survey 1/2500 Map
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Licence Number LA071712

COUNTY SOLICITOR

P. J. Fitzgerald

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OXFORDSHIRE
DEPARTMENT OF
& PROPERTY
PLANNING SERVICES
Speedwell House
Speedwell Street
Oxford OX1 1SD

THE ELMS
FARINGDON

Seen by	Date
B. H. P. R.	5-2-86
Drawn by	Scales:
	1/500 + 1/2500
Microfilm No.	

Drawing
Type (D.T.)

Block	Element
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PROPOSED TOWN PARK,
FARINGTON.

Running No. Rev.

.LQ

Block

Element

Running No.

Rev.

made or brought against or sustained or incurred by the Licensor by reason of or in consequence of the exercise or purported exercise of the Licence hereby granted and also from and against all other liabilities claims demands proceedings costs damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property

- (h) That in connection with the indemnity referred to in sub-clause (g) above to effect a Public Liability Insurance Policy with an insurer to be approved in writing by the Licensor which provides an indemnity amount of not less than £1,000,000 in respect of claims arising from any one occurrence unlimited in amount during the year of insurance and to make all payments within seven days after the same shall become payable and to produce to the Licensor on demand the policy of such insurance and the receipt for the last payment in respect thereof

- (i) To use the red land and the blue land only between the hours of 8.30 a.m. until 1 hour before dusk (hereinafter called 'the opening hours')

- (j) Not to erect any building or other structure on the red land and the blue land

- (k) To erect and maintain a pedestrian gate of a type and standard to be approved in writing by the Licensor's Director of Planning and Property Services and to ensure that the said gate is kept locked outside the opening hours

(l) To undertake all future maintenance of the red land and the blue land including the boundaries thereof and to provide a fence to the northern boundary if and when the same should become necessary.

(m) To erect a fence to a height and type to be agreed with the Licensor's Director of Planning and Property Services between points A-B on the plan within 3 months of receipt of written notice to determine this Licence in respect of the blue land as hereinafter provided in Clause 3(a).

3. It is hereby agreed between the parties hereto as follows:

(a) either party may determine this licence by giving to the other 6 months written notice to expire at any time SAVE that the Licensor may determine this Licence in respect of the blue land only by giving to the Licensee one months previous notice in writing to expire at any time.

(b) Any notice to the Licensor under this Licence shall be sufficiently served if addressed to the County Solicitor or left at his office or to the Licensee if addressed to the Licensee's Town Clerk The Corn Exchange Cornmarket Faringdon Oxfordshire or left at his office.

(c) For the avoidance of doubt this Licence shall be unassignable and the Licensee shall not part with possession of the red land or the blue land or any parts thereof.

IN WITNESS whereof the Licensor has caused its Common Seals
to be hereunto affixed and DAVID JOHN BARBER and
GWENDOLINE REBECCA MARY BRICKELL duly appointed on behalf
of the licensee have hereunto set their hands and seals the
day and year first before written

THE COMMON SEAL of)
THE OXFORDSHIRE COUNTY)
COUNCIL was hereunto affixed)
in the presence of:)



539/87.

P. J. Hardy
County Solicitor

SIGNED SEALED and)
DELIVERED by the said)
DAVID JOHN BARBER)
in the presence of:)

David J. Barber

John Arthur Thomas
Town Clerk

SIGNED SEALED and)
DELIVERED by the said)
GWENDOLINE REBECCA)
MARY BRICKELL in the)
presence of:)



G.R.M. Brickell

John Arthur Thomas
Town Clerk