

DRAFT

**HEADS OF TERMS  
LEASE OF AVIEMORE COUNTRYSIDE PARK**

- 1. Landlord**  
John Grant
- 2. Tenant**  
CNPA or nominated community or other body representing the residents of Aviemore, Rothiemurchus and the development at An Camas Mor.
- 3. Subjects**  
  
The land to the east of the River Spey shown delineated in red on the attached plan.
- 4. Date of Entry**  
  
On or before the date of completion of construction of the Bridge or Completion of the 201st Residential Unit, whichever is the earlier.
- 5. Term**  
  
An initial term of 25years from Date of Entry with an option at the Tenant's sole discretion, exercisable at the 25<sup>th</sup>, 35<sup>th</sup> and 45<sup>th</sup> anniversary of the Date of Entry, to extend the lease for ten years up to a maximum term of 55years from the Date of Entry.
- 6. Rent**  
  
£100 per annum exclusive of VAT, if asked.
- 7. Maintenance**  
  
The Tenant will be directly responsible for upkeep and maintenance of the Subjects to the relevant standard.  
  
The Tenant must control ragwort, willow herb and other invasive plants.
- 8. Fencing**  
  
The Tenant will be responsible for the erection, upkeep and maintenance of a stockproof fence to the relevant standard,
- 9 Landlord's Reserved Rights**  
  
The Landlord will retain all drainage, sporting and conservation rights (this will include deer control and the right to take reasonable measures to control rabbits, foxes, crows and non-indigenous or invasive species requiring the use of equipment governed by the Wildlife and Natural Environment (Scotland) Act 2011).
- 10 Insurance**  
  
The Tenant will maintain Public Liability Insurance

**11. Permitted Use**

The formation, construction, establishment and maintenance of a community park for recreational and related uses.

**12. Assignment/Sub-Letting**

There will be an absolute prohibition on assignment of part. Assignment of whole is permitted with the Landlord's consent not to be unreasonably withheld or delayed in the case of an assignee nominated by CNPA

**13. Costs**

Each party will bear its own legal and professional costs in connection with negotiation of the lease. The Tenant will be responsible for any stamp duty land tax and the cost of registering the lease and in the Books of Council and Session and the obtaining of the 3 Extracts.

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