

DATED

3rd February

1994

BETTY LOUISE ROBINSON

- and -

SUNDON PARISH COUNCIL

L E A S E

- relating to -

4.07 Acres of land at Upper Sundon,
Bedfordshire

Messrs. Claytons
Holywell Lodge
41 Holywell Hill
St. Albans
Herts AL1 1HD

P8.035.LUpSundon

(~~£2~~ 4 2/3)
at

~~PAID 50~~

~~£120~~
32/15

THIS LEASE is made the

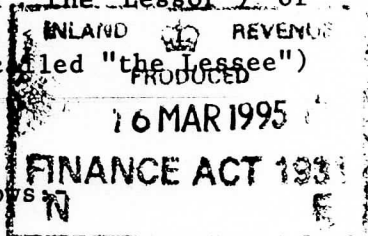
third

day of

February

One thousand nine hundred and ninety-five

BETWEEN BETTY LOUISE ROBINSON of Glebelands Sharpenhoe Road
Streatley Luton Bedfordshire (hereinafter called "the Lessor") of
the one part and SUNDON PARISH COUNCIL (hereinafter called "the Lessee")
of the other part



NOW THIS DEED WITNESSETH as follows

1. IN CONSIDERATION of the rent hereinafter reserved and the
covenants conditions and agreements hereinafter contained the Lessor
HEREBY DEMISES unto the Lessee ALL THAT piece or parcel of land
(hereinafter called "the demised land") containing 4.07 acres
thereabouts situate at Upper Sundon Bedfordshire as the same is
identification purposes only shown edged red on the plan attached here.



Except and Reserved unto the Lessor as mentioned in the Schedule hereto
TO HOLD the demised land except and reserved as aforesaid UNTO the
Lessee for a term of ninety nine years from the 3rd day

of February One thousand nine hundred and ninety-five ^{five} ~~four~~ YIELDING AND
PAYING therefore the yearly rent of a peppercorn (if demanded) such
rent to be paid on the twenty ninth day of September in each year the
first payment to be made on the date hereof

2. THE LESSEE HEREBY COVENANTS with the Lessor as follows:-
- (1) To pay the rent hereby reserved as hereinbefore provided
on the day and in manner aforesaid without any deduction whatsoever
- (2) To pay and discharge all taxes rates charges assessments
duties impositions and outgoings of a periodical nature whether
parliamentary parochial municipal or otherwise which now are or may
at any time during the said term be taxed rated charged assessed
imposed upon or affect the demised land or any part thereof
- (3) (i) To maintain the demised land in good heart and
condition and to take all reasonable and practical steps to keep the

same free from infestation by insects and other pests and to destroy rabbits moles rats and other vermin

(ii) To take all reasonable steps to control and destroy all harmful or injurious weeds throughout the demised land

(iii) Not to remove from the demised land any turf or topsoil save that the Lessee may level the site in connection with the user hereby permitted

(4) (i) To comply with all obligations implied by and do and execute or cause to be done or executed all works acts deeds matters and things as under or by virtue of any act or acts of Parliament for the time being in force are or shall be properly directed or necessary to be done or executed upon or in respect of the demised land or any part thereof in respect of the Lessees user thereof and at all times to keep the Lessor indemnified against all claims demands and liabilities in respect thereof

(ii) Upon receipt of any notice order or direction or other thing from any competent authority likely to affect the demised land forthwith to deliver to the Lessor a copy of such notice direction order or other thing

(5) Not to use the demised land other than as a playing field and/or recreation ground

(6) Not to make any alterations or additions to the demised land and not to erect any buildings or other erections thereon without the previous written consent of the Lessor such consent not to be unreasonably withheld in respect of sports changing rooms and/or playground equipment

(7) Not to do any act deed matter or thing or to suffer or permit any act deed matter or thing in or upon the demised land or any part thereof which may be or become a nuisance annoyance or disturbance to the Lessor or the Lessor's tenants or the owner or owners occupier

or occupiers for the time being of the neighbouring and adjoining land

(8) That neither the demised land or any part thereof nor any existing or future building thereon or any part thereof shall at any time hereafter be used as and for a place of amusement tavern hotel inn or public house or for any illegal or immoral purposes

(9) To permit the Lessor and the duly authorised surveyor or agent of the Lessor with or without workmen and others upon giving previous notice twice a year at reasonable times to enter upon and examine the condition of the demised land and thereupon the Lessor may serve upon the Lessee notice in writing specifying any repairs or actions necessary to be done and to require the Lessee forthwith to execute the same and if the Lessee shall not within twenty one days after the service of such notice proceed diligently with the execution of such repairs or actions then to permit the Lessor to enter upon the premises and execute such repairs and take any necessary action and the cost thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action

(10) To permit the Lessor and the duly authorised agent of the Lessor with all necessary workmen and appliances at all reasonable times to enter upon the premises to execute repairs or alterations to adjoining premises now or hereafter belonging to the Lessor **IT BEING PROVIDED THAT** the person or persons exercising such rights shall make good all damage occasioned to the Lessee by any such entry

(11) Not to carry out any operations on the demised land that would interfere with the electricity cables running under or over part of the demised land

(12) Not to assign underlet or part with the possession of the whole or any part of the demised land

(13) To pay all expenses (including all Solicitors costs and Surveyors fees) incurred by the Lessor incidental to the preparation

and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

(14) To pay the reasonable legal costs and surveyors fees of the Lessor incurred in or arising out of the grant of this Lease which shall not exceed £350 and £240 respectively plus Value Added Tax and disbursements

(15) To permit the Lessor or its agent during the three months immediately preceding the determination of the term to affix and retain without interference upon any part of the demised land a notice for reletting the same and during the said three months to permit persons with written authority from the Lessor or agent of the Lessor at reasonable times of the day to view the demised land

(16) To indemnify and keep indemnified the Lessor from liability in respect of any injury to or the death of any person damage to any property (real and personal) the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising directly or indirectly out of the repair state of repair condition or any alteration to or to the use herein permitted of the demised land and from all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

(17) Immediately to erect a stock proof fence along the north eastern and south eastern boundaries of the demised land between the points shown marked 'A' 'B' and 'C' on the plan attached hereto and thereafter to maintain such fence in a good and substantial state of repair and condition it being provided that the Lessee may in the alternative lay a hedge along such boundaries

(18) At all times to maintain in a good and substantial state of repair and condition the stile at the southern end of the demised land

(19) At the determination of the said term to yield up the demised land and all additions thereto in a good state and condition in accordance with the covenants on the part of the Lessee herein contained

3. **THE LESSOR HEREBY COVENANTS** with the Lessee that the Lessee paying the rent and performing all the covenants on the Lessee's part herein contained may quietly hold and enjoy the demised land during the said term without any interruption by the Lessor

4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:-

(1) That if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on the Lessee's part to be performed or observed then the Lessor shall be at liberty to re-enter on any part of the demised land in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to any right of action then already accrued

(2) Nothing herein contained or implied shall impose or be deemed to impose any restrictions on the user or development of any land or buildings not comprised in this Lease or give the Lessee the benefit or the right to enforce or have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any Lessee or tenant of the Lessor in respect of any property not comprised in this Lease or to prevent or restrict in any way the development of any property not comprised in this Lease

5. (see below)

IN WITNESS whereof the Lessor has signed this Lease and the Lessee having no Common Seal the Chairman and the Vice Chairman of Sundon Parish Council have signed this Lease in accordance with Section 14(3) of the Local Government Act 1972

5. **WE CERTIFY** that there is no agreement for lease to which this Lease gives effect

THE SCHEDULE

(Exceptions and Reservations)

1. Full and free right and liberty without obtaining the consent of or making any compensation to the Lessee to deal in any manner whatsoever with any of the adjoining land belonging to the Lessor and to erect and maintain or suffer to be erected and maintained on such adjoining land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light which may now at any time or times be enjoyed for or in respect of the demised land or any building thereon

2. Full right and liberty to enter onto the demised land for the purpose of laying services in or under the demised land for the benefit of the adjoining and neighbouring land and by the Lessor and all necessary rights of entry for the repair maintenance and renewal of such services the person or persons seeking to exercise such rights causing as little damage to the demised land and as little disturbance to the Lessee as possible and carrying out such works as expeditiously as possible **PROVIDED THAT** the persons exercising such rights shall at their own expense make good (to the reasonable satisfaction of the Lessee) all damage caused to the Demised Land (or anything erected thereon) as a result of any exercise of such rights

SIGNED and delivered as her)
Deed by the said **BETTY LOUISE**)
ROBINSON in the presence of:-)

B.L. Robinson.

[Signature]

John T. Mawle

Black Moor Farm,

New Road,

Manningham,

Bdgs

MAR 45 2AG

From the ...