

12th April
DATED DO NOT 2000
DATE

NORTHAMPTONSHIRE COUNTY COUNCIL

and

WELFORD PARISH COUNCIL

LEASE

of Land at Welford

Northamptonshire

TONY PARKER
Head of Legal Services
P O Box 104
County Hall
Northampton
NN1 1AW
(L/6384/DLS/CH)

10/03/00

THIS LEASE made the ^{12th} ~~DO NOT~~ day of ^{April} ~~DATE~~ Two thousand

BETWEEN NORTHAMPTONSHIRE COUNTY COUNCIL of County Hall Northampton (hereinafter called "the Landlord") of the one part and **WELFORD PARISH COUNCIL** of Welford Northamptonshire (hereinafter called "the Tenant") of the other part

WITNESSETH as follows:-

1 IN consideration of the rents and covenants on the part of the Tenant contained below the Landlord **DEMISES** to the Tenant **ALL THAT** piece or parcel of land situate at Welford in the said County of Northampton (hereinafter called "the demised property") and for the purposes of identification only edged red on the attached plan **TOGETHER** with the rights and easements set out in the Schedule hereto **TO HOLD** the demised property unto the Tenant for a term of 21 years from the ²⁰⁰⁰ ~~1999~~ ^{17th} day of ^{March} ~~1999~~ **YIELDING AND PAYING** therefore the rent of **ONE PEPPERCORN** if demanded

2 **THE** Tenant hereby jointly and severally covenants with the Landlord as follows:

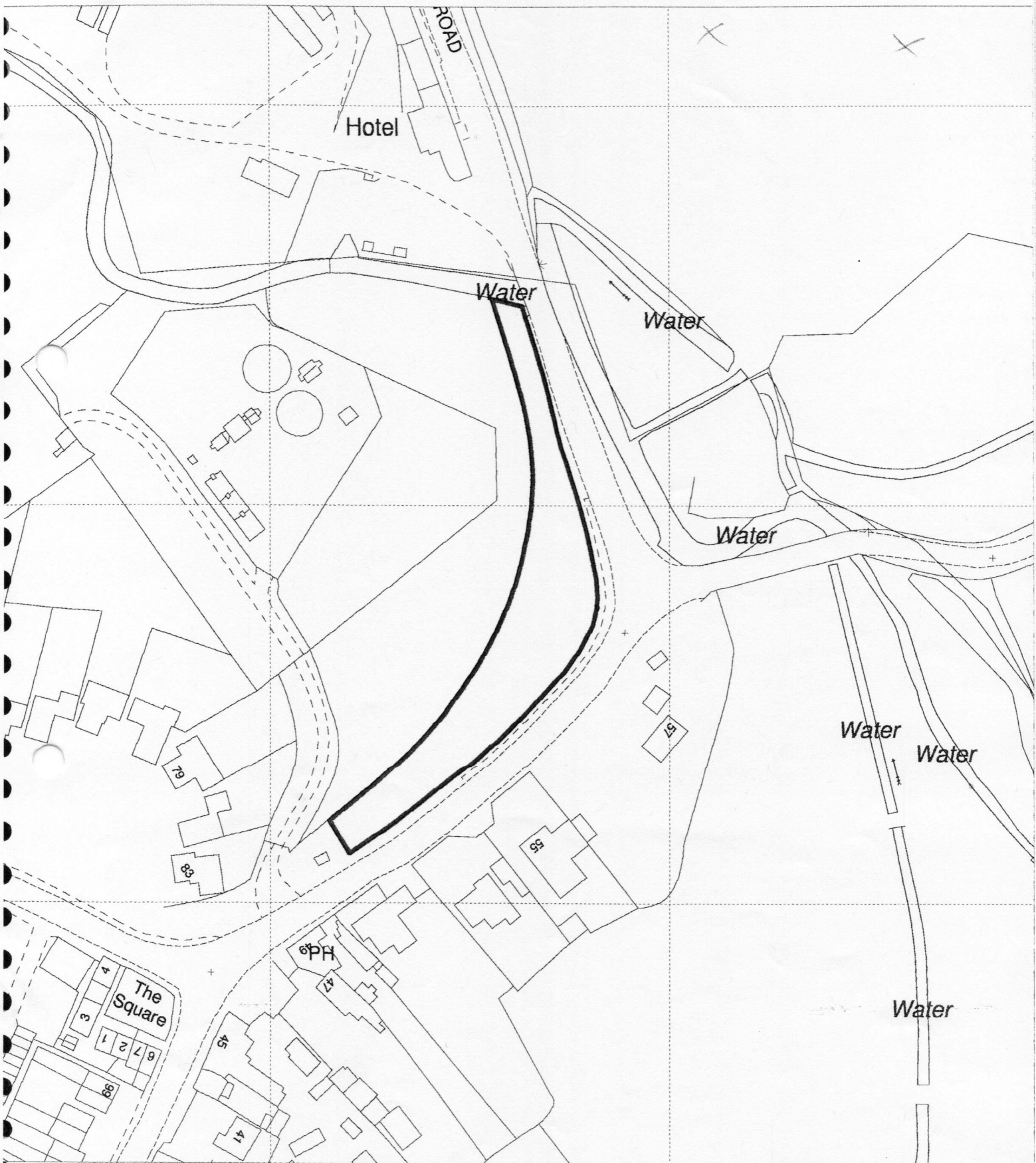
2.1 To pay and discharge all the rates taxes duties charges assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be taxed assessed charged or imposed upon or payable in respect of the demised property or by the owner or occupier in respect thereof

2.2 To comply with all present and future Acts of Parliament and subordinate legislation made thereunder relating to the demised property or the use thereof and to execute at his own expense any work required to be carried out on the demised property whether such work is required to be carried out by the owner or the occupier or any other person

- 2.3 To keep the demised property in good and substantial repair and condition including all boundary fences and other boundary structures thereof and to maintain the demised property in a clean and tidy condition Provided that nothing herein contained shall require the Tenant to put the demised property in any better state or condition than it was in at the commencement of the term
- 2.4 Not without the consent in writing of the Landlord to erect any building or structure of any kind on the demised property or any part thereof and not to cut maim remove or injure or suffer to be cut maimed removed or injured any buildings or structures which are now situate on the demised property
- 2.5 To maintain the demised property in accordance with the Management Plan which may from time to time be agreed with the Landlord's Pocket Parks Officer
- 2.6 Not to cut down maim or remove any hedgerows which are now situate on the demised premises other than in accordance with the said Management Plan
- 2.7 To carry out all works required to be carried out to or upon the demised property as a condition of any planning permission for which the Tenant has applied and which may be granted in respect of the demised property during the term of this Lease and not to commit any breach of planning control within the meaning of the Town and Country Planning Act 1990 or any subsequent amendment or re-enactment thereof
- 2.8 To permit the Landlord and its agents or servants with or without workmen and appliances to enter the demised property at all reasonable hours in the daytime for the purposes of viewing the state and condition thereof
- 2.9 Not to allow rubbish of any description to accumulate upon the demised property
- 2.10 Not to use or permit or suffer to be used the demised property or any part thereof other than as a pocket park



Northampt
County Pro



Reproduced from the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office. Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Northamptonshire County Council Licence No LA076767. Published July 1999

Title: Land at
Welford

Scale: 1:1250

Date: 2 July 1999

Drwg No: DD513/A4

- 2.11 Not to assign demise underlet or otherwise part with or share possession or occupation of the whole or any part of the demised property
- 2.12 Not to do or suffer to be done on the demised property any act matter or thing whatsoever which may be or become a nuisance annoyance damage or disturbance to the Landlord or the owners or occupiers of any adjoining or neighbouring property or which may cause damage to the demised property
- 2.13 Not to affix or exhibit or cause suffer or permit to be affixed to or exhibited upon any part of the demised property any placard poster sign or other advertisement except as shall be approved in writing by the Director of Land and Buildings for the time being of the Landlord such permitted sign if the Landlord so requires to be removed and any damage caused thereby to be made good by the Tenant at the end or sooner determination of the term hereby created
- 2.14 Not to keep or to permit or suffer to be kept on the demised property any materials of a dangerous combustible nature except in accordance with any statute or order or local regulation or byelaw or which may constitute a nuisance to the occupiers of neighbouring property
- 2.15 To keep the Landlord indemnified against all actions claims proceedings costs demands and expenses brought or made against the Council arising in any way out of this Lease including any failure by or on behalf of the Tenant to keep the demised property and any fences thereof in proper repair and condition and to insure and keep insured against the public liability of the Tenant arising out of or in connection with any accidents involving or relating to the demised property or the use thereof in the sum of at least **TWO MILLION POUNDS (£2,000,000.00)** in respect of any one claim and to produce to the Landlord evidence of such insurance and the receipt for the last premium payable thereunder

2.16 At the expiration or sooner determination of the term hereby granted to yield up the demised property in no worse condition and state of repair as exists at the date hereof together with the fixtures and fittings and additions thereto in good and tenantable repair and condition

2.17 To pay to the Landlord on the execution hereof the Landlord's reasonable legal costs in connection with the grant of this Lease

3 **THE** Landlord hereby agrees with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the covenants and stipulations herein contained shall peaceably enjoy the demised property throughout the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord

4 **PROVIDED ALWAYS** and it is hereby agreed that notwithstanding and without prejudice to any other remedies and powers herein contained if and whenever the rent hereby reserved or part thereof shall be in arrear and unpaid for 14 days next after becoming payable (whether formally demanded or not) or if there shall be any breach or non-performance of any of the covenants on the part of the Tenant herein contained or either of them it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised property or any part thereof in the name of the whole and thereupon the said term shall determine absolutely but without prejudice to any rights or remedies of either party in respect of any antecedent breach of any of the covenants or agreements herein contained

5 FOR the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations in exercise of their functions as a local authority and the rights powers duties and obligations of the Landlord under all public and private statutes byelaws orders and regulations may be as fully exercised in relation to the demised property as if they were not the owners of the demised property and this Lease had not been executed

6 THE provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice to be given hereunder

7 IN these presents unless there be something in the subject or context inconsistent therewith:

7.1 words importing the masculine gender only shall include the feminine and neuter and vice versa and words importing persons shall include companies and corporations and vice versa

7.2 words importing the singular number only shall include the plural and vice versa and where there are two or more persons included in the expression "the Tenant" then covenants herein expressed to be made by the Lessee shall respectively be covenants by such persons jointly and severally

8 THE parties hereto certify that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the parties hereto have executed this instrument as their Deed the day and year first before written

THE SCHEDULE

(The rights and easements granted)

1. Insofar as the Lessor has power to grant the same the easements and all quasi easements rights and benefits now enjoyed or intended to be enjoyed by the demised property
2. The right for the Lessee to enter on so much of the demised property (upon giving the Lessor 7 days notice) with or without workmen and equipment as is reasonably necessary for the purposes of erecting part of a footbridge over the River Avon on the said demised property in a position to be agreed with the County Council's Property Officer **TOGETHER WITH** the right to enter upon the said demised property at all reasonable times upon prior appointment (except in the case of emergency) with or without workmen and equipment for the purposes of inspecting repairing replacing and maintaining the same subject to the Lessee or other persons exercising such right causing the minimum of inconvenience to the Lessor or its successors in title the owners tenants or occupiers of the said demised property and making good to the reasonable satisfaction of the Lessor or its successors in title as aforesaid or damage thereby caused

EXECUTED as a Deed by
WELFORD PARISH COUNCIL
by two Parish Councillors
in the presence of:-

) James Corbett
) X Chairman X
)

Phyllis Hayhurst
VICE CHAIRMAN

witness: X

X Phyllis Hayhurst

address: X

X 23 West Street
Welford NORTHAMPTON
NN6 6HY

occupants: X

6 Journalist