

DATED 20th May 2014

HAMPSHIRE COUNTY COUNCIL

and

ABBOTTS ANN PARISH COUNCIL

LEASE

of former school playing field
in
Abbotts Ann, Hampshire

K R Gardner
Head of Legal Services
Hampshire County Council
The Castle
Winchester
SO23 8UJ

Ref: E3000D/VG

PRESCRIBED LEASE CLAUSES

LR1. Date of lease	20th May 2014
LR2. Title number(s)	LR2.1 Landlord's title number(s) LR2.2 Other title numbers
LR3. Parties to this lease <i>Give full names, addresses and company's registered number, if any of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i>	Landlord Hampshire County Council of The Castle Winchester Hampshire SO23 8UJ Tenant Abbotts Ann Parish Council [REDACTED], Abbotts Ann, Andover, Hampshire SP11 7NR Other Parties None
LR4. Property <i>Insert a full description of the land being leased or Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	In the case of a conflict between this clause and the remainder of this lease then for the purposes of registration, this clause shall prevail. Property described in clause 1 of this Lease
LR5. Prescribed statements etc. <i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i> <i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None LR5.2 This lease is made under, or by reference to, provisions of: None
LR6. Terms for which the Property is leased <i>Include only the appropriate statement (duly completed) from the three options.</i> NOTE: <i>The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i>	From and including For a term of 99 years From and including 20th May 2014

LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i>	None
LR8. Prohibitions or restrictions on disposing of this lease <i>Include whichever of the two statements is appropriate.</i> <i>Do not set out here the wording of the provision.</i>	Clause 2.8
LR9. Rights of acquisition etc. <i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None
	LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property <i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	None
LR11. Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	LR11.1 Easements granted by this lease for the benefit of the Property None LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property None
LR12. Estate rent charge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge.</i>	None
LR13. Application for Standard form of Restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	The parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or against title number] None

LR14. Declaration of Trust where there is more than one person comprising the Tenant

None

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

- *All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.*
- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Tenant is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred.*
- *Vertical or horizontal lines, or both, may be omitted.*

THIS LEASE is made the 20th day of May two thousand and fourteen between HAMPSHIRE COUNTY COUNCIL whose principal offices are at The Castle Winchester in Hampshire (hereinafter called 'the Lessor') which expression shall wherever consistent with the context include the persons deriving title under the Lessor) of the one part and THE PARISH COUNCIL OF ABBOTTS ANN [REDACTED], Abbots Ann, Andover, Hampshire SP11 7NR (hereinafter called 'the Lessee' which expression shall wherever consistent with the context include the persons deriving title under the Lessee hereinbefore names)

NOW THIS DEED WITNESSETH as follows:-

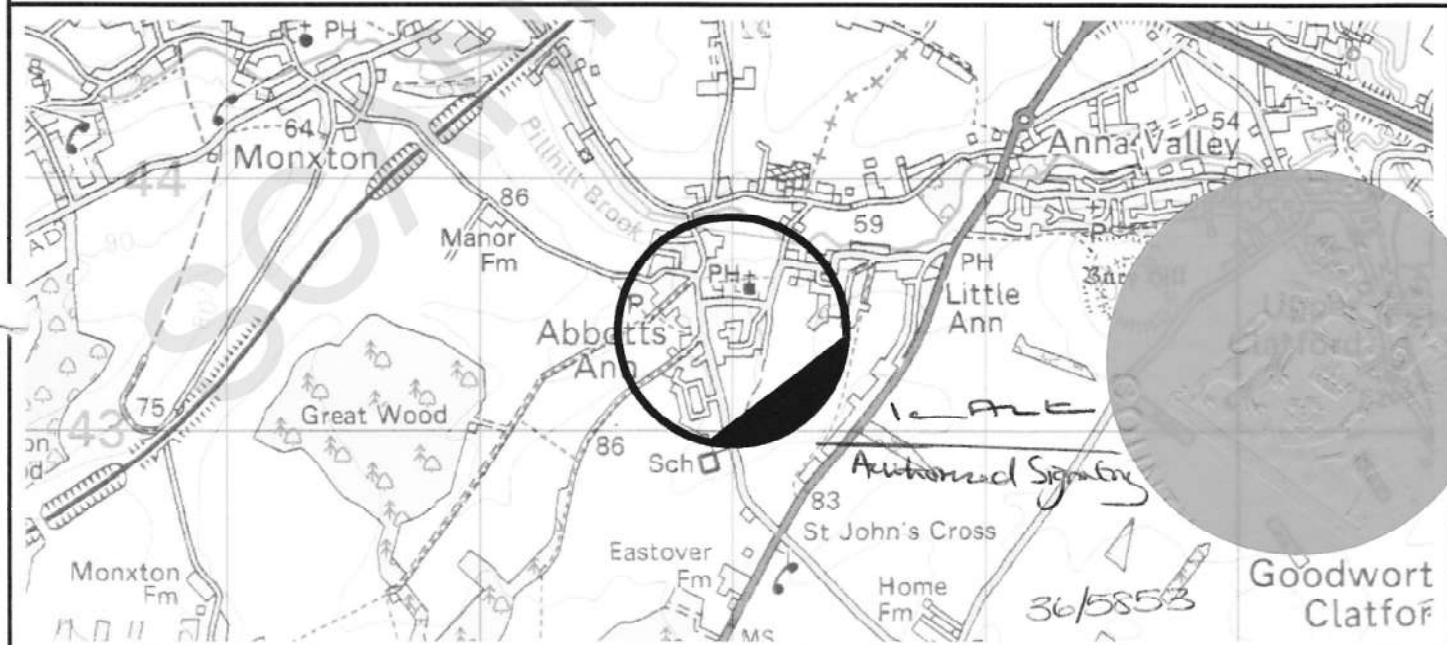
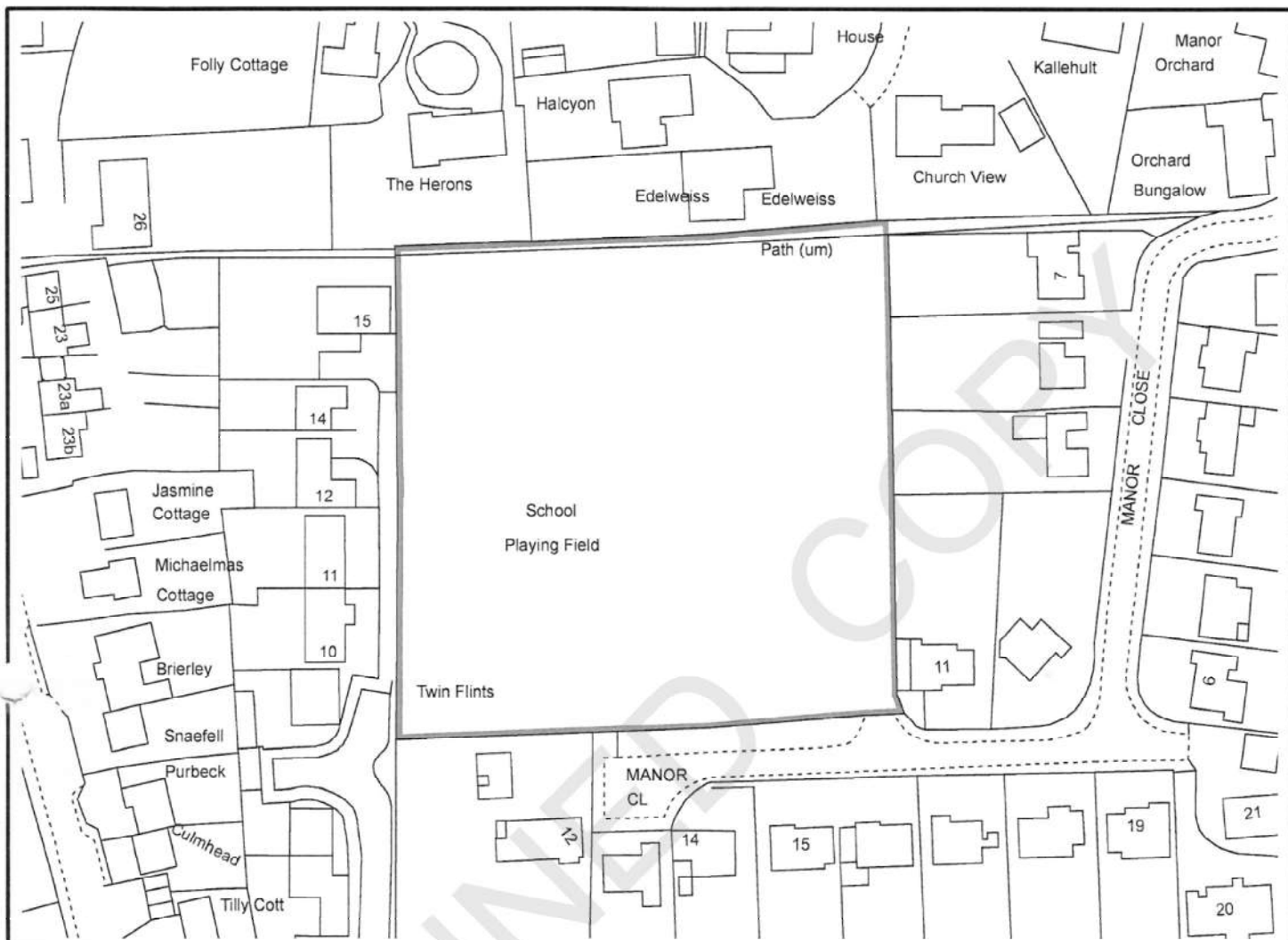
1. In consideration of the rent hereby reserved and of the covenants by the Lessee hereinafter contained the Lessor hereby demises unto the Lessee with full title guarantee ALL THAT piece or parcel of land in Manor Close, Abbots Ann, Andover, Hampshire (known as the former Abbots Ann Primary School Playing Field) comprising an area of 0.81 hectares or thereabouts ("the demised land") edged red on plan no A/4/904 annexed hereto TO HOLD the same unto the Lessee subject to all easements wayleave consents public rights of way and agreements affecting the demised land from the day of May two thousand and fourteen for the term of ninety nine years ("the Term") PAYING THEREFOR during the said term the annual rent of ONE POUND (£1.00) payable on the 20th day of May in each year of the Term

2. THE Lessee hereby covenants with the Lessor as follows:-

- (1) During the Term to pay the rent hereinbefore reserved in the manner herein provided and also to bear pay and discharge all other taxes rates duties

assessments impositions and outgoings (including VAT if applicable) whatsoever whether parliamentary parochial or of any other description which now are or at any time during the Term shall be imposed or charged on the demised land or the Lessor or lessee in respect thereof

- (2) Not to use the demised land for any purpose whatsoever other than permissive use for the benefit of the inhabitants of the Parish of Abbotts Ann for the purposes of recreational leisure and community use and activities PROVIDED THAT community activities shall not include use of the demised land for the purpose of allotments
- (3) At the expense of the Lessee and to the satisfaction of the Lessor throughout the Term when where and so often as occasion shall require to keep in good repair and condition at all times during the Term the whole of the demised land including any boundary fencing on the demised land and to repair and maintain any pipes wires cables or other services running in under or over the demised land
- (4) To keep the demised land free from rubbish and litter and in a clean and tidy condition at all times during the Term and to ensure that all grassed and planted areas on the demised land are properly tended and cut
- (5) To permit the Lessor and its officers and agents at all reasonable times during the Term and upon giving reasonable prior notice in writing (except in the case of emergency) to enter upon the demised land and to view the condition thereof and to ensure compliance with the Lessee's covenants under the Lease and to



FORMER ABBOTTS ANN PRIMARY SCHOOL PLAYING FIELD ABBOTTS ANN



**Hampshire
County Council**

PLAN NO.

A / 4 / 904

FILE REF.

4E / 29.1

DATE

July 2013

SCALE

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REV.

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HCC 100019180.

**Property
Services**



give notice in writing of all defects and wants of repair there found and within 21 days next or sooner if requisite after every such notice to commence well and sufficiently to repair and make good such defects and wants of repair and if the Lessee shall not within the said period commence and thereafter proceed diligently with the execution of such work then to permit the Lessor and its officers agents and workmen to enter upon the demised land and execute such work and the cost thereof with interest thereon at the rate of Four per centum (4%) above National Westminster Bank Plc Base Rate for the time being from the time of expenditure until payment by the Lessee shall be a debt due from the Lessee to the Lessor and be forthwith recoverable by action

- (6) (i) At the cost of the Lessee to comply with the requirements of any relevant statute or statutory instrument orders bye-laws regulations or notices whatsoever affecting the demised land and to indemnify and keep indemnified the Lessor against any breach or non-performance of any such matters

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

- (7) Not to assign or underlet or part or share possession of the whole or any part or parts of the demised land or part with possession thereof

- (8) Not during the Term without the prior consent in writing of the Lessor and without first complying with all statutes statutory instruments and bye-laws

governing the same commit or permit or suffer any waste or damage whatsoever to the demised land or make or permit or suffer to be made any alterations whatsoever to the demised land

- (9) Not to erect any buildings or structures whatsoever on the demised land
- (10) Not to store or permit or suffer to be stored on the demised land any petrol or other specially inflammable or any dangerous combustible or explosive substance or material
- (11) That the Lessee will not during the Term do or allow or suffer to be done or bring or allow or suffer to be brought on or in the demised land or any part thereof any act matter or thing of a dangerous noxious or offensive nature or which may be or grow to be a danger nuisance annoyance or disturbance or cause damage or inconvenience to the adjoining or adjacent owners lessees tenants or occupiers for the time being or to the public
- (12) That the demised land shall not nor shall any part thereof at any time during the Term be used for or in connection with any illegal or immoral purpose or for betting or gaming or for any public exhibition or entertainment PROVIDED THAT (without prejudice to the generality of the foregoing) a village fete or similar event for the benefit of the inhabitants of the Parish of Abbots Ann and which is not promoting any commercial profit making body or activity shall not constitute a breach of this covenant.
- (13) Not to erect or display upon the demised land or any part thereof any permanent signs (except any signs relating to the public footpath) or notice

boards or any other types of notice without having first obtained the written consent of the Lessor to the size type and siting thereof

- (14) To pay all expenses (including solicitor's costs and surveyor's fees) incurred by the Lessor incidental to the preparation and service of notices under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court
- (15) At all times during the Term to comply in all respects with the provisions and requirements of the Town and Country Planning Acts 1971 to 1974 and any other Planning Acts for the time being in force and all regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to obtain any necessary consents and permissions required for the use of the demised land at their own expense and to indemnify and keep the Lessor indemnified against all liability whatsoever including costs and expenses in respect of each matter AND forthwith to produce to the Lessor on receipt or notice thereof any notice or order or proposal therefore made given or issued to the Lessee by a planning authority under or by virtue of the said Act or Acts affecting or relating to the demised land and at the request of the Lessor to make or join with the Lessor in making every such objection or representation against the same that the Lessor shall deem expedient
- (16) To pay to the Lessor all solicitors costs surveyors fees and other expenses incurred by the Lessor attendant upon or incidental to every application made by the Lessee for a consent or licence herein required or made

necessary whether the same be granted or refused or proffered subject to any lawful qualification or condition or whether the application be withdrawn

- (17) (i) To keep the Lessor fully indemnified against all losses arising directly or indirectly out of any act omission or negligence of the Lessee or any persons at the demised land expressly or impliedly with its authority or any breach or non-observance by the Tenant of the covenants conditions or other provisions on this Lease or any of the matters to which this demise is subject
- (ii) To take up and maintain throughout the Term such public liability and third party insurance as may be necessary with a reputable insurance company to be approved by the Lessor which has offices in England Wales and Scotland to make good or pay compensation to a maximum amount of £10,000,000 per claim or series of claims for any damage loss or injury (including injury resulting in death) to any property or person by reason of anything done or omitted by the Lessee or its servants or agents and arising out of or in any connection with the Lessee's use of the demised land under this Lease and the Lessee will hold and keep the Lessor indemnified against all costs expenses charges damages actions and claims and demands in respect of any such damage loss or injury and to procure the endorsement on all policy or policies of insurance so affected a note of the interest of the Lessor AND in particular (without prejudice to the generality of the foregoing) will indemnify the Landlord in respect of all payments made by it in discharge of its legal liability in

connection with the death or injury of its servants by reason of anything as aforesaid

(18) At the end of the Term to yield up the demised land to the Lessor in such state and condition as shall comply with the Lessee's covenants contained in the Lease

3. The Lessor hereby covenants with the Lessee that the Lessee paying the yearly rents hereinbefore reserved and observing and keeping the several covenants by the Lessee herein contained may peaceably hold and enjoy the demised land during the Term without any interruption by the Lessor or any person lawfully claiming through under or in trust for the Lessor
4. If and whenever during the Term the said rents hereby reserved or any part thereof shall be unpaid for twenty one days after any of the days hereinbefore appointed for payment of the same whether the same shall have been legally demanded or not or if and whenever the Lessee shall not in all things well and truly observe perform fulfil and keep all and singular the covenants by the Lessee herein contained then it shall be lawful for the Lessor to re-enter into and upon the demised land or into or upon any part thereof in the name of the whole and the same land to have again re-possess and enjoy as in its former estate and the Lessee and all other occupiers thereof thereout to expel these presents or anything herein contained to the contrary notwithstanding but without prejudice to the right of action of the Lessor in respect of any arrears of rent or any breach of covenant
5. (a) Any Notice under this Lease shall be writing. Any Notice to the Lessee shall in

the absence of express provision under this Lease be given under the hand of the Head of Legal Services for the time being and shall be sufficiently served if sent to the last known registered office of the Lessee by registered or recorded delivery post and any notice to the Lessor shall be sufficiently served if delivered personally to the Head of Legal Services for the time being or sent to him by registered or recorded delivery post at the Lessor's offices for the time being any notice sent by post as aforesaid shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent

- (b) The Lessor shall not be responsible to the Lessee or the Lessee's licensees servants agents or other persons in or upon the demised land or calling upon the Lessee for any accident happening to injury suffered or damage to or loss of any chattel or property sustained on the demised land
- (c) Reference to any Statute herein contained shall be deemed to include any order or regulation made or notice given thereunder and to refer to any statutory modification or re-enactment thereof for the time being in force
- (d) For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Lessor's rights powers duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Lessor under any public and private statute bye-laws orders and regulations may be as fully and effectually exercised in relation to the demised land as if they were not the owners of the demised land and as if this Lease had not been executed by them

- (e) The Lessor reserves the right at any time during the Term to exercise its option to charge the Lessee Value Added Tax on any rents or payments due under the terms of this Lease

IN WITNESS whereof the Lessor hereto has caused its Common Seal to be affixed to this Deed and the Lessee have set their hands to this Deed the day and year first hereinbefore written

Executed as a Deed by HAMPSHIRE)
COUNTY COUNCIL affixing its)
Common Seal in the presence of:-)

Authorised Signatory


(Ian Austin)



36/5853

