

DATED

11 November

2021

MILTON (PETERBOROUGH) ESTATES COMPANY

AND OTHERS

- and -

NORTON-ON-DERWENT TOWN COUNCIL

LEASE

relating to land situate at Norton Road Malton North Yorkshire

Crombie Wilkinson Solicitors LLP
Malton

[AB/F2337.272]

THIS LEASE made the 11 day of November 2021

~~_____ of _____ and _____~~

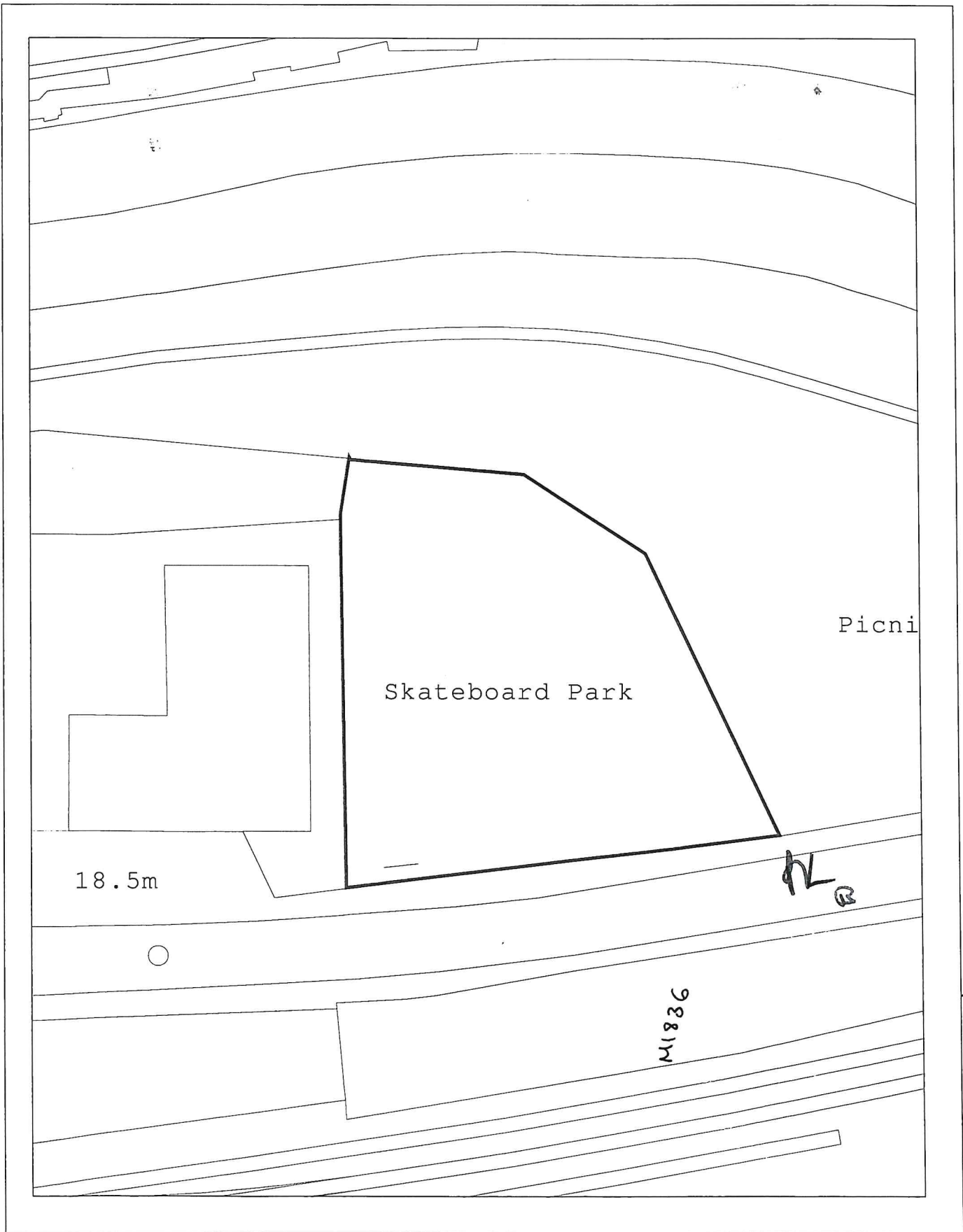
~~_____~~ ("the Trustees") (1) **MILTON (PETERBOROUGH) ESTATES COMPANY** (CRN 286146) whose Registered Office is situate at The Estate Office Milton Park Peterborough Cambridgeshire PE3 9HD ("the Company") (2) and **NORTON-ON-DERWENT TOWN COUNCIL** whose principal office is at The Old Courthouse 84b Commercial Street Norton Malton YO17 9ES ("the Lessee") (3)

WITNESSETH as follows:-

1. **IN** consideration of the rent hereinafter reserved and the covenants by the Lessee and the conditions hereinafter contained the Trustees at the request of the Company (but not so as to imply any warranty or covenant) hereby demise and the Company hereby demises and confirms unto the Lessee **ALL THAT** land situate at Norton Road Malton North Yorkshire **ALL** which said premises ("the demised premises") are for the purpose of identification only delineated on the plan annexed hereto and thereon edged round with a red verge line **EXCEPT AND RESERVED** unto the Trustees and the Company the free passage and drainage for sewage water or soil gas electricity telephone wires and cables and all other services through any gutters pipes sewers or drains channels wires cables and conduits ("service media") under in or through the demised premises coming from any

premises near thereto and the right for the Company and the Company's tenants at their own expense to connect the service media of the Trustees' the Company's or their tenants' buildings and lands as aforesaid with the service media of the demised premises

2. **THE** Lessee shall hold the demised premises from 6 April 2021 for the term of 3 years **PAYING THEREFOR** during the said term the yearly rent of £1,850 payable by standing order or at the Company's option by direct debit into the Company's account at Barclays Bank Plc 1 Church Street Peterborough No. 20365394 Sort Code 20-67-37 or such other account in the United Kingdom as the Company may from time to time designate by equal quarterly payments in advance on 6 April 6 July 6 October and 6 January (or such other dates as the Company elects for estate management purposes by notice to the Lessee) in each year without any deduction whatsoever
3. **THE** Lessee for himself and his assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Company and separately with the Trustees that the Lessee will perform and observe the provisions and stipulations contained in the Schedule hereto
4. **THE** Company hereby covenants with the Lessee that the Lessee paying the rent and observing the covenants hereinbefore reserved and contained shall peaceably and quietly enjoy the demised premises and shall not be disturbed by any act of the Company or any person claiming under or in trust for the Company or the Trustees
5. **IT IS HEREBY MUTUALLY AGREED AND DECLARED** as follows:-



29/10/2021

Date: 11/02/2013
 Scale: 1:500
 Ref: !6
 NG Map Origin:
 478912.7 471421.5



FITZWILLIAM (MALTON) ESTATE
 Estate Office, Old Maltongate, Malton, North Yorkshire, YO17 7EG
 Tel: 01653 692849 Fax: 01653 693455

Skateboard Park

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- 5.1 If any dispute shall arise between the parties hereto or their representatives with regard to any payment (other than the payment of rent) to be made or thing to be done hereunder or otherwise in relation to the rights or obligations of the parties hereunder and the same is not resolved the dispute and all matters in relation thereto shall be referred on the application of the Company or the Lessee to a single arbitrator to be appointed by the President of the Royal Institution of Chartered Surveyors and who shall act in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment in that behalf for the time being in force and if the arbitrator makes any award of costs in favour of the Company it shall be able to recover costs of any Solicitor or Surveyor directly employed by the Company as if the said Solicitor or Surveyor were not so employed
- 5.2 If the rent hereby reserved or any part thereof shall remain unpaid for 21 days after becoming payable (whether formally demanded or not) or if any covenants on the part of the Lessee herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Company at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to the right of action of the Company in respect of any arrears of rent or any antecedent breach of covenant

- 5.3 That upon any transfer of its reversionary interest in this Lease the Company will be released from its covenants in this Lease
- 5.4 Any Notice under this Lease shall be in writing and may be served on the Lessee by leaving it at the demised premises or at his last known address or by sending it by Registered Post or the Recorded Delivery Service to such demised premises or address and in the case of a Notice to be served on the Company it may be served in like manner upon the Company at The Estate Office Old Maltongate Malton North Yorkshire YO17 7EG or such other address as shall be notified in writing by the Company to the Lessee
- 5.5 Any sums of whatever nature payable under the terms of this Lease shall if not paid on the due date carry interest on the amount unpaid at the rate of 4% per annum above Barclays Bank Plc's base lending rate applying on the date upon which such payment was due such interest accruing on a daily basis and to be paid by the Lessee to the Company
- 5.6 It shall be lawful for the Company at all times without obtaining any consent from or making any compensation to the Lessee to deal as it thinks fit with any property now or hereafter belonging to the Company which adjoins or is near to the demised premises and the Lessee shall not be entitled to any right of access of light or air to any building which may form part of the demised premises which would restrict or interfere with the free user of any adjoining or neighbouring land for building or any

other purpose and further that no estate or interest in the soil of the road or roads or footpaths adjacent to the demised premises is or shall be deemed to be included in this demise

5.7 Neither the granting of this Lease nor any provisions herein contained shall operate or be construed as warranting that the use to which the Lessee proposes now or hereafter to put the demised premises or any use to which the Lessee may be at liberty or required under the provisions of this Lease to put the demised premises is or may be or become lawfully permitted whether under the provisions of the Town & Country Planning Acts or otherwise

6.1 **PURSUANT** to Section 38A(1) of the Landlord & Tenant Act 1954 the parties have agreed to include in this Lease this provision namely that the tenancy created by this Lease is excluded from the provisions of Section 24 to 28 of the Act

6.2 **THE** Company has served on the Lessee not less than 14 days before the Lessee entered into this agreement a notice in the form or substantially in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and the Lessee has made a declaration in the form or substantially in the form set out in Schedule 2 of the said Order

IN WITNESS whereof the parties have executed this Deed which was not delivered until the date hereof

THE SCHEDULE above referred to

Obligations of the Lessee

1. To pay the rent hereby reserved on the days and in manner aforesaid without any deduction
2. To bear pay and discharge all existing and future rates taxes and assessments duties impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged or imposed upon the demised premises or upon the owner or occupier thereof
3. During the said term to keep the demised premises and all additions thereto and the landlord's fixtures therein in good and tenantable repair and condition
4. Not to make any alterations or additions to the demised premises or to the fixtures and fittings therein except with the prior consent in writing of the Company
5. Not to keep or permit to be kept on the demised premises or any part thereof any materials of a dangerous or explosive nature or the keeping of which may contravene any statute or local regulation or byelaw or constitute a nuisance to the occupiers of neighbouring property nor to do or permit to be done anything whereby the policy or policies of insurance on the demised premises against damage by fire for the time being subsisting may become void or voidable and not to use the demised premises so as to be an annoyance to the Company its lessees tenants or occupiers nor to do or cause or suffer to be done any act or thing on the demised premises which may be or grow to be

to the annoyance damage or disturbance of the Company its lessees tenants or occupiers PROVIDED THAT the use of the demised premises as a skate park is not deemed by the Company to constitute annoyance damage or disturbance for the purposes of this clause

6. At all times during the said term to comply in all respects with the provisions and requirements of any statute and all regulations or orders made thereunder whether as to the permitted user hereunder or otherwise or any notice or requirement thereunder so far as the same relate to or affect the demised premises and promptly to execute all works or take every step requisite or desirable for compliance with any such notice and to keep the Company indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Company on receipt of notice thereof any notice order or proposal therefor made given or issued to the Lessee by any authority under or by virtue of any such statute or regulation affecting or relating to the demised premises and at the request and cost of the Company to make or join with the Company in making every other objection or representation against the same that the Company shall deem expedient
- 7.1 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the demised premises or permit another to occupy the whole or any part of the demised premises
- 7.2 Not to assign part only of the demised premises

- 7.3 Not to underlet or charge the whole or any part of the demised premises
- 7.4 Not without the prior written consent of the Company to assign the whole of the demised premises or share occupation of the whole or any part of the demised premises
- 7.5 Within 28 days of any assignment relating to the demised premises to produce for registration with the Company's solicitor such deed or document or a certified copy of it and to pay the Company's solicitor's reasonable charges for the registration of every such document such charges not being less than £50.00
- 8.1 Not to use or permit or suffer to be used the demised premises for any purpose whatsoever other than that of a skate park or subject to the prior written approval of the Company for public events organised by the Lessee
- 8.2 To impose on the demised premises and abide by the terms of the Management Code annexed to this Lease
- 9.1 To permit the Company with or without workmen and others at all reasonable times in the daytime during the said term to enter upon the demised premises or any part thereof for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed to examine the state and condition of the demised premises and of the fixtures
- 9.2 To permit the Company and the tenants or occupiers of any adjoining or neighbouring premises and all persons duly authorised by them upon reasonable notice (except in case of emergency) to enter and

remain on the demised premises at all reasonable times so far as may be necessary and with all proper equipment materials and tools in order to examine repair alter extend maintain or rebuild any adjoining or neighbouring premises belonging to the Company without any requirement to serve notice under the Party Walls Act the person or persons exercising such right doing as little damage as practicable to the demised premises and making good any damage thereby occasioned as expeditiously as possible but without compensation for any unavoidable temporary annoyance nuisance damage noise vibration or inconvenience caused

- 9.3 To permit the Company and all persons duly authorised by them upon reasonable notice to enter and remain on the demised premises at all reasonable times so far as may be necessary and with all proper equipment materials and tools in order to make surveys carry out tests and excavations and sink boreholes (including in all cases breaking open the surface) PROVIDED THAT the person or persons exercising such right do as little damage as practicable to the demised premises and make good any damage thereby occasioned as expeditiously as possible but without compensation for any unavoidable temporary annoyance nuisance damage noise vibration or inconvenience caused
10. Immediately after service of a written notice of any wants of repair for which the Lessee is liable to execute such repairs in a proper and workmanlike manner and if within one month of the service of such a notice the Lessee shall not have commenced and be proceeding

diligently with the execution of the work referred to in the notice or shall fail to complete the work within 3 months or if in the reasonable opinion of the Company's appointed surveyor the Lessee is unlikely to have completed the work within such period to permit the Company with all necessary workmen and equipment to enter the demised premises to execute such work and the Lessee will then pay the Company the cost of so doing and all expenses incurred by the Company (including legal costs and surveyors fees) within fourteen days of a written demand

11. To pay all expenses (including Solicitors costs and disbursements and Surveyors fees including those of any Solicitor or Surveyor employed by the Company) incurred by the Company:

11.1 incidental to the preparation of and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

11.2 in the recovery of any sum due to be paid by the Lessee to the Company

11.3 in taking any action by way of Court proceedings or otherwise to prevent a continuing breach of any of the lessee's covenants herein contained

11.4 in connection with or in contemplation of any consent or approval applied for under this Lease whether or not it is granted

12.1 To insure and keep insured throughout the term in the full value thereof the demised premises against loss or damage by the usual insured risks with an insurance company of repute and have the Company's

interest noted on the policy and from time to time on demand to produce to the Company or its Agent the policy of such insurance and evidence of payment of the premium for the then current year and in case of destruction of or damage to any part of the demised premises from any risk covered by such insurance to immediately expend all monies received by virtue of such insurance in rebuilding or reinstating the same and to make up any deficiency out of the Lessee's own monies

- 12.2 To keep in force throughout the term insurance against third party public liability and occupiers liability with an insurance company of repute and to produce to the Company or its authorised representative on request the policies and evidence of payment of the premium

PROVIDED in the case of both paragraph 12.1 and 12.2 above if the Lessee fails to insure the Company may effect such insurance and recover the premium and any costs incurred by the Company from the Lessee as rent in arrear

13. To indemnify the Trustees and the Company against all claims damages costs and interest arising out of any person suffering damage or injury on the demises premises or in respect of any breach of the lessee's covenants herein contained
14. Not to affix or exhibit or permit to be affixed or exhibited to or upon any part of the demised premises in such a manner as to be seen from outside the demised premises any placard poster signboard or other advertisement except such as shall be approved by the Company

PROVIDED THAT the Lessee may exhibit on the demised premises a sign detailing conditions of use and information for users

15. To pay and to indemnify the Company against VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Company where the Lessee agrees in this Lease to reimburse the Company for such payment
- 16.1 To yield up the demised premises with the fixtures and additions thereto (but not including such trade and other tenants fixtures as shall belong to the Lessee) at the expiration of the term in good and tenantable repair and condition in accordance with the foregoing provisions
- 16.2 If the Lessee shall fail to comply with the obligations contained in paragraph 16.1 then the Company may effect all necessary repairs renovations decoration removals remedial works and cleaning and the cost thereof shall be paid by the Lessee on demand who will also pay to the Company mesne profits at the rate of the rent payable immediately prior to the expiration or sooner determination of the term during the period reasonably required by the Company for carrying out such works and the amount of such profits shall be added to the cost of carrying out the work recoverable from the Lessee

EXECUTED AS A DEED by affixing the)
)
COMMON SEAL of MILTON)
)
(PETERBOROUGH) ESTATES)
)
COMPANY in the presence of:-)

M1836

29/11/2021

P.V. Naylor-Leyland

Director

Local Secretary

SIGNED AS A DEED by the said SIR)
)
PHILIP VYVIAN NAYLOR-LEYLAND)
)
BARONET in the presence of:-)

P.V. Naylor-Leyland

Witness signature

Name

Address

Occupation

SIGNED AS A DEED by James Behrens)
)
as attorney for ROBERT WILLIAM)
)
DALGLIESH under a power of attorney)
)
dated 21 May 2021 in the presence of:-)

JB

Witness signature

Name

Address

... *Milton*

Occupation

Handwritten marks in the top right corner.

EXECUTED AS A DEED on behalf of)

NORTON-ON- DERWENT TOWN COUNCIL)

acting by :-)

Chair

Clerk

[Redacted signature block]

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