

20/06/01/01

DATED 19th November 2015

MESSRS. M. T. CHAMBERLAYNE AND D. J. R. ROBINSON

to

EAST BUDLEIGH WITH BICTON PARISH COUNCIL

L E A S E

of

East Budleigh Recreation Ground
East Budleigh
Budleigh Salterton
Devon

everyys
commercial

Everyys Solicitors
Magnolia House
Church Street
Exmouth
Devon
EX8 1HQ
(JTH/098343.0224)

LR1. Date of Lease	19 th November 2015
LR2. Title Number(s)	<p>LR2.1 Landlord's Title Number(s)</p> <p>DN597301</p> <p>LR2.2 Other Title Numbers</p>
LR3. Parties to this Lease	<p>Landlord</p> <p>Michael Trefusis Chamberlayne and David James Roper Robinson of The Rolle Estate Office Bicton Arena East Budleigh Budleigh Salterton Devon EX9 7BL</p> <p>Tenant</p> <p>East Budleigh with Bicton Parish Council of 15 High Street East Budleigh Budleigh Salterton Devon EX9 7DY</p>
LR4. Property	The property described in the First Schedule of the Lease
LR5. Prescribed Statements etc.	<p><i>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity) or 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</i></p> <p>None</p> <p><i>LR.5.2 This Lease is made under, or by reference to, provisions of:</i></p> <p>Leasehold Reform Act 1967 Housing Act 1985</p>

	Housing Act 1988 Housing Act 1996
LR6. Term for which the Property is leased	From 25 March 2016 To 25 March 2026
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this Lease	The Lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reservation or other 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	None
LR11. Easements	LR11.1 Easements granted by this Lease for the benefit of the Property None

	<p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property</p> <p>See Clause 1 of the Lease</p>
<p>LR12. Estate rent charge burdening the Property</p>	<p>None</p>
<p>LR13. Application for standard form of restriction</p>	<p>None</p>
<p>LR14. Declaration of Trust where there is more than one person comprising the Tenant</p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p><i>OR</i></p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares</p> <p><i>OR</i></p> <p>The Tenant is more than one person. They are to hold the Property on trust</p>

THIS LEASE is made the 19th day of November Two Thousand and Fifteen **BETWEEN MICHAEL TREFUSIS CHAMBERLAYNE** and **DAVID JAMES ROPER ROBINSON** both of The Rolle Estate Office Bicton Arena East Budleigh Budleigh Salterton Devon EX9 7BL (hereinafter called "the Lessors" which expression where the context admits includes the persons from time to time entitled to the reversion immediately expectant on the term hereby granted) of the one part and **EAST BUDLEIGH WITH BICTON PARISH COUNCIL** of 15 High Street East Budleigh Budleigh Salterton Devon EX9 7DY (hereinafter called "the Lessee" which expression where the context admits includes the persons deriving title under the Lessee) of the other part

WITNESSETH as follows:

1. In consideration of the rent hereby reserved and of the covenants on the part of the Lessee herein contained the Lessors **HEREBY DEMISE** unto the Lessee ALL THAT the property more particularly described in the First Schedule hereto (hereinafter referred to as "the demised premises") **EXCEPT AND RESERVING** to the Lessors and their Lessees or tenants or the owners or occupiers of the adjoining and neighbouring premises:
 - (1) the free and uninterrupted passage and running of water and soil gas and electricity and all other services through the sewers drains watercourses pipes wires and cables from or to the adjoining or neighbouring property which are not in upon or under the demised premises or any part thereof together with the right to enter upon the demised premises for the purposes of repairing maintaining

renewing or amending any drains or other services laid beneath the demised premises

- (2) full right and liberty to use and build upon develop alter or otherwise deal with any adjoining or neighbouring property or properties now or hereafter belonging to the Lessors at any time or times in such manner as the Lessors shall think fit and notwithstanding any interference obstruction or damage caused thereby with or to the demised premises or any building for the time being erected thereon or the enjoyment of light or air to or in respect thereof **TO HOLD** unto the Lessee for the term of Ten years from the Twenty fifth day of March Two Thousand and Sixteen yielding and paying therefore during the term:
- (i) for the first four years of the said term (“the initial rent period”) that is to say until the Twenty fourth day of March Two Thousand and Twenty the yearly rent of **SIX HUNDRED AND NINETY FIVE POUNDS (£695.00)**
- (ii) for the period of four years commencing the Twenty fifth day of March Two Thousand and Twenty and for the period of two years commencing the Twenty fifth day of March Two Thousand and Twenty Four (herein referred to as “the Rent Review Dates”) such rent as shall have been agreed between the Lessors and the Lessee or determined as hereinafter provided to be the current market rental value of the demised premises at that time and the provisions of the Second Schedule hereto shall apply for the purposes of ascertaining the rent of each succeeding period such rents to be paid in advance without any deduction on the usual quarter days

2. The Lessee **HEREBY COVENANTS** with the Lessors as follows:

- (1) To pay the rent clear of all deductions (except for Income Tax) on the days and in the manner aforesaid
- (2) At all times during the term to pay all existing and future taxes rates assessments charges and outgoings of every description for the time being assessed charged or imposed upon or payable either by the Lessors or Lessee in respect of the demised premises
- (3) To execute all such works as are or may be under or in pursuance of any Act of Parliament already passed or hereafter to be passed directed or required by any public or local authority to be executed any time during the term upon or in respect of the demised premises or any part thereof and whether by the owner or the occupier thereof
- (4)(a) Not to erect make or maintain or suffer to be erected made or maintained on the demised premises or any part thereof any building erection or improvement without the consent in writing of the Lessors first had and obtained such consent shall not be unreasonably withheld in the case of buildings or erections normally erected on playing fields **PROVIDED THAT** the Lessors may as a condition of giving such consent require the Lessee to enter into such covenants with the Lessors as the Lessors may require with regard to the execution of any such additions alterations or other works and the reinstatement of the demised premises at the end or sooner determination of the term (howsoever the same may be determined) or otherwise
- (b) Not to make any alterations or additions or carry out any works to the demised premises which may constitute development within the meaning of Section 55 of

the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof or the execution of which could lead to adverse financial or taxation consequences upon the Lessor

- (5) At all times during the said term to keep the demised premises in a clean and tidy state and to keep all buildings thereon and all additions or alterations thereto in good repair and condition
- (6) To manage and manure the demised premises in a good and husbandlike manner so as to keep the land constantly in good heart and condition and in good sound turf
- (7) Not without the Lessors' previous written consent to cut down or injure any trees plants bushes or hedges or remove any soil clay and or other materials from the demised premises
- (8) To keep all hedges fences and gates upon the demised premises always in good repair and condition and the gates always locked when the demised premises are not in actual use
- (9) To maintain at the Lessee's own expense good and substantial stockproof fences on the boundaries shown with inward 'T' marks on the plan annexed hereto together with one stile on the line of the public footpath at point 'A' in pattern approved by the Lessors
- (10) To permit the Lessors and any person or persons authorised by them at all reasonable times to enter upon and examine the condition of the demised premises and any buildings erected thereon and thereupon the Lessors may serve upon the Lessee notice in writing specifying any repairs necessary to be

done by the Lessee under the foregoing sub-clauses hereof and require the Lessee forthwith to execute the same and if the Lessee shall not within twenty one days after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Lessors to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the Lessors and be forthwith recoverable by action

- (11) To permit the Lessors or their Agents with or without Surveyors and workmen at all reasonable times to enter into or upon the demised premises and without making any compensation for disturbance or otherwise:
 - (i) to view the state or condition of the drains referred to above and to do all such works and repairs as may be necessary
 - (ii) for the erection inspection repair or alteration of any adjoining or contiguous premises messuages or buildings as often as occasion may require and as the Lessors may think proper
- (12) To use the demised premises and such buildings (if any) as may be erected thereon pursuant to sub-clause (4) hereof as a playing field and recreation area only
- (13) At the Lessee's own expense to make applications to the Local Planning Authority as defined by the Town and Country Planning Act 1990 and any other Authority for any permission which may be required in connection with the use of the demised premises set out in sub-clause (12) hereof such applications to be made in the name or on behalf of the Lessors and all other persons (if any) for the time being interested in the demised premises and to give the Lessors notice

of the decision upon any such application aforesaid within seven days of the receipt of the same from the Local Planning or other Authority or in the case of an application upon which the said Authority fails to communicate any decision within the time which the said Authority is required to give notice of its decision to notify to the Lessors such failure within seven days of the expiry of the said time

- (14) Not to assign underlet or part with possession of the demised premises or any part thereof without the previous written consent of the Lessors and to allow the use of the playing field and recreation area to respectable and responsible persons and bodies only
- (15) Not to do or permit or suffer anything to be done in or upon the demised premises or any part thereof of any buildings erected or to be erected thereon which may be or grow to be a nuisance or annoyance or cause damage or inconvenience to the Lessors or their tenants or the owners or occupiers of any neighbouring land or premises
- (16) Not to use the demised premises or any part thereof for any auction sale or for any illegal or immoral purpose whatsoever
- (17) Within seven days of the receipt by the Lessee of any notice order or proposal made given or issued to the Lessee by a Planning Authority under or by virtue of any enactment relating to Town and Country Planning to give full particulars thereof to the Lessors Agents And also without delay to take all reasonable steps to comply with such notice order or proposal
- (18) That the Lessee will comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order rule or regulation and of any

notice order direction or requirement relating to the demised premises or the use thereof made or given by any Local Planning or other Authority or the appropriate Minister or Court and forthwith will give notice in writing to the Lessors' Agent of the making or giving of any such order direction or requirement as aforesaid That the Lessee will execute and do all such works as may be necessary for that purpose and will indemnify the Lessors from and against all loss charges costs and expenses which they may be compelled to incur bear pay or discharge in consequence of any such requirement or the non-compliance of the Lessee therewith it being hereby agreed that in default of such compliance the Lessors may enter upon the demised premises and comply with the same and that the Lessee will pay to the Lessors on demand all expenses incurred by the Lessors in such compliance That at the request of the Lessors the Lessee will make or join with the Lessors in making such objections representations against or in respect of any notice or other document as aforesaid as the Lessors shall deem expedient

- (19) That the Lessee will pay all costs chares and expenses (including legal costs) which may be incurred by the Lessors in or in contemplation of any proceedings under Section 146 or 147 of the Law of Property Act 1925 or any statutory modification or re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court and will pay also the proper amount of Surveyors fees for or in connection with the matters aforesaid incurred by the Lessors
- (20) At the expiration or sooner determination of the said term:

- (a) if so required by the Lessors at its own expense to remove from the demised premises all buildings of a movable nature and to make good the surface of the ground to the satisfaction of the Lessors
- (b) peaceably to surrender and yield up to the Lessors the demised premises in accordance with the foregoing covenants
- (21) All sums payable under or in connection with this Lease in respect of rent or other taxable supplies received by the Lessee shall be deemed to be exclusive of Value Added Tax (or any similar tax which shall replace Value Added Tax) and upon the production by the Lessors to the Lessee of an Invoice appropriate to that tax the Lessee shall pay such tax in addition to those sums and the Lessors shall have the same remedies for non-payment of the tax as if the tax were part of the rent or the supply
- 3. The Lessors **HEREBY COVENANT** with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the covenants on the part of the Lessee's part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessors or any person lawfully claiming under or in trust for them
- 4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** as follows:
 - (i) if the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained shall not be observed and performed then and in any such case it shall be lawful for the Lessors or any person or persons authorised by them in that behalf at any time thereafter to

enter the demised premises or any part thereof in the name of the whole and thereupon the term hereby created shall be absolutely determined without prejudice to any right of action or remedy of the Lessors in respect of any antecedent breach of the covenants by the Lessee hereinbefore contained or any of them

- (ii) any notice to be given to the Lessee under this Lease or otherwise may be given by being sent by prepaid Registered Post or the Recorded Delivery Service addressed to the Lessee at the office or address of their Clerk for the time being
- (iii) in this Lease where the context so admits the expression "the Lessors" and "the Lessee" shall include their successors in title; the singular shall include the plural; the masculine shall include the feminine and in the case of two or more persons or their successors being Lessors or Lessees covenants by them shall be deemed to be joint and several covenants

5. **PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED** that:

- (1) notwithstanding anything herein contained or consequent hereto the Lessors and all persons authorised by the Lessors shall have power without obtaining any consent from or making any compensation to the Lessee to deal as they may think fit with any of the lands and hereditaments adjacent or near to the demised premises and to erect or suffer to be erected upon such adjacent or neighbouring premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term hereby granted be enjoyed by the Lessee or other the tenants or occupiers of the demised premises

- (2) nothing herein contained shall by implication of law or otherwise operate to confer on the Lessee any easement right or privilege whatsoever over or against any adjoining or other property belonging to the Lessors which might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or other property

IN WITNESS whereof the parties hereto have hereunto executed this document as a Deed the day and year first before written

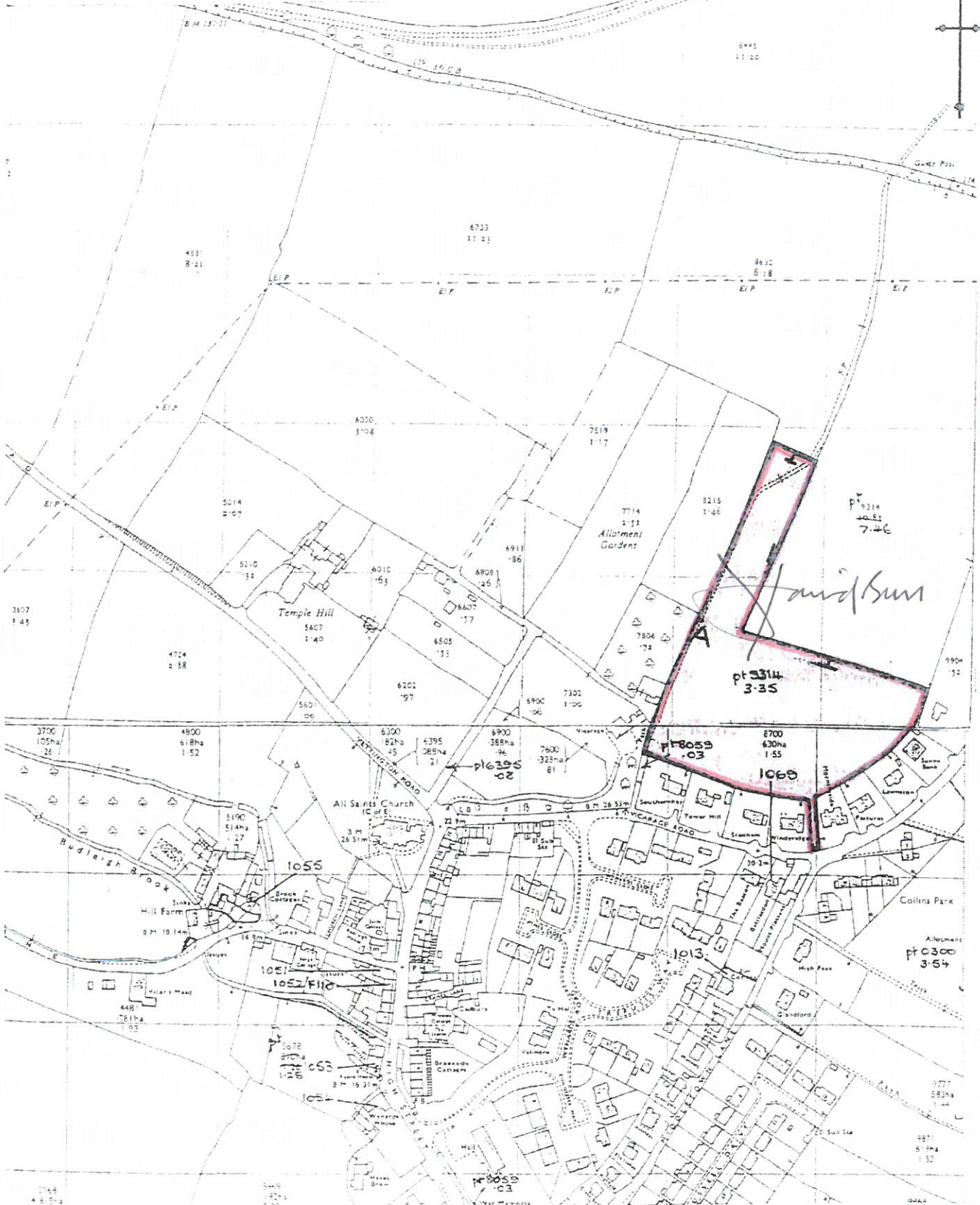
THE FIRST SCHEDULE before referred to

The fields forming part of Blackberry Farm situate at the north of Vicarage Road in the Parish of East Budleigh in the County of Devon (which property is known or intended to be known as "the Recreation Ground") for the purpose of identification only delineated on the plan annexed hereto and thereon edged red **SUBJECT** nevertheless to all rights and easements or reputed or quasi-easements appertaining to any of the adjacent or neighbouring property of the Lessors

THE SECOND SCHEDULE before referred to

1. In this Schedule the following expression shall have the following meaning:
"Open Market Rental Value" means the annual rental value of the demised premises in the open market which might reasonably be demanded by a willing Landlord on a Lease for a term of years certain equivalent in length to the residue unexpired at the review date of the term of years hereby granted with vacant possession at the commencement of the term but upon the supposition (if not a fact) that the Lessee has complied with the obligations as to repair and decoration herein imposed on the Lessee such Lease being on the same terms

EAST BUDLEIGH



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The Clinton Devon Estate
Rolle Estate Office, East Budleigh.

and conditions other than as to the rent and the length of the term as are herein contained without the payment of any fine or premium and disregarding (if applicable) those matters set out in paragraph A B and C of Section 34 of the Landlord and Tenant Act 1954 as amended by the Law of Property Act 1969

2. The rent for the time being payable by the Lessee hereunder shall be subject to increase in accordance with the following provisions of this Schedule
3. The Lessors shall be entitled by notice in writing given to the Lessee at any time during the last twelve months before or within six months after the rent review date to call for a review of the rent payable by the Lessee to the Lessors and if upon any such review it shall be ascertained or determined that the open market value at the end of the previous rent period is greater than the rent hereinbefore reserved then as from the end of such previous rent period the yearly rent payable hereunder shall on such occasion be increased to the then open market rental value so ascertained **PROVIDED THAT** in no circumstances shall the rent payable hereunder following such review be less than the yearly rent previously reserved
4. If no agreement as to the amount of the open market rental value at the end of the previous rent period shall have been reached between the parties hereto within three months after the date of the Lessors' notice calling for such review then the question as to the amount of the open market rental value of the demised premises at the end of such rent period shall be referred to a single arbitrator who shall act as an expert and whose decision shall be binding upon the parties such arbitrator to be appointed in default of agreement between the

parties on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors the cost of such arbitration to be borne equally by the Lessors and the Lessee

5. If upon such review the amount of any increased rent shall not be ascertained or determined prior to the date at which the rent is to be reviewed the Lessee shall continue to pay the rent at the yearly rate at such times and in such manner as shall have been applicable in respect of the last year of the then immediately preceding rent period until the quarter day next following the ascertainment or determination of any increased rent whereupon there shall be due as a debt payable by the Lessee to the Lessors on demand a sum equal to the amount by which the increased yearly rent shall exceed the yearly rent previously payable apportioned on a daily basis as from the date of expiry of the previous rental period
6. If upon such review as aforesaid it shall be agreed or determined that the rent previously payable hereunder shall be increased the Lessors and the Lessee shall forthwith complete and sign a written memorandum recording the increased rent thenceforth payable
7. If notwithstanding the provisions of this clause the rent shall not have been reviewed at the end of the previous rent period the Lessors may at any time during the first two years immediately following serve upon the Lessee a Notice calling for a review of the rent payable by the Lessee to the Lessors under this Lease and thereupon the yearly rent shall be reviewed in the same manner as if Notice has been served in accordance with the provisions of sub-clause 3 of this

Schedule but as though the rent period came to an end and the rent was to be reviewed at the end of the year of the term in which the Notice was served **PROVIDED THAT** the provisions of this sub-clause and of sub-clause 8 hereof shall be without prejudice to the Lessors' right under sub-clauses 1 to 9 hereof

8. In the event of the Lessors being prevented or prohibited in whole or in part from exercising their rights under this clause and/or obtaining an increase at the end of any rent period by reason of any legislation Government Order decree or notice (increase in this context meaning such increase would be obtainable disregarding the provisions of any legislation order decree or notice as aforesaid) then the date at which the review would otherwise have taken effect shall be deemed to be extended to permit or require such review or reviews to take place on the first day thereafter upon which such right or increase may be exercised and/or obtained in whole or in part and when in part on so many occasions as shall be necessary to obtain the whole increase and if there shall be a partial prevention only there shall be a further review on the first dates as aforesaid notwithstanding the rent increased in part on or since the date or dates of review
9. **IT IS HEREBY AGREED** that time shall not be of the essence in relation to these sub-clauses 1 to 8 and the Lessors shall not be bound by restrictive time limits which are intended as a guide only

SIGNED as a Deed on behalf of
EAST BUDLEIGH WITH BICTON
PARISH COUNCIL in the presence
of:

David Burr

Chairman

A Member of the Council

[Signature]

Clerk

[Signature]

