

DATED

30th March

2015

LEASE

relating to

RADWINTER RECREATION GROUND

THE PARISH COUNCIL OF RADWINTER

to

RADWINTER RECREATION GROUND CHARITY

PRESCRIBED CLAUSES

LR1. Date of lease **2015**

LR2. Title number(s)

LR2.1 Landlord's title number(s)

EX 766281 and EX 810015

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

The Parish Council of Radwinter care of Stephen Graves of Hill Farm,
Sampford Road, Radwinter, Saffron Walden, CB10 2TL

Tenant

Radwinter Recreation Ground Charity 1160503 care of Julian Coe of The Old
Brewery, Church Hill, Radwinter, Saffron Walden, CB10 2SN

LR4. Property

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.

The land comprised in the title numbers set out at LR 2.1 above

LR5. Prescribed statements etc.

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.

The land demised will as a result of this lease be held in trust for the charitable purposes of Radwinter Recreation Ground Charity (which is a charitable incorporated organisation and a non-exempt charity) and the restrictions on disposition imposed by section 117 -121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

From and including	2015
To and including	2114

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This 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 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

None.

LR11. Easements

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

None.

LR13. Application for standard form of restriction

None.

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

None.

THIS LEASE is made the 30th day of March 2015

BETWEEN (1) **RADWINTER PARISH COUNCIL**

(hereinafter called "the Landlord" which expression shall where the context so admits include the person or body for the time being entitled to the reversion immediately expectant on the term hereby granted) and (2) **RADWINTER RECREATION GROUND CHARITY** Registered Charity Number 1160503 (hereinafter called "the Tenant" which expression shall where the context so admits include its successors in title)

WHEREAS:-

(A) The Tenant is the successor of the unincorporated charity known as the Radwinter Recreation Ground some of whose members have as trustees been tenants of the Property

(B) The Property includes (as well as a large area of mown grass used for football cricket rounders and other sports and games) –

- (i) a wooden pavilion in a poor state of repair
- (ii) a brick-built toilet block
- (iii) a bowling green and clubhouse occupied and maintained by the Radwinter Bowls Club ("the RBC")
- (iv) a children's playground with swings and other fixed equipment and
- (v) a metalled car park with a separate lighting system

(C) The Tenant is with the encouragement of the Landlord actively engaged in fundraising for the purpose of -

- (i) constructing a new pavilion on a different part of the Property in accordance with plans elevations specifications and bills of quantities approved by the parties hereto
 - (ii) refurbishing the toilet block and
 - (iii) retaining the existing pavilion for storage of equipment or other uses consistent with the Tenant's charitable purposes
- (all of which works are hereinafter referred to as "the redevelopment")

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the rent hereinafter reserved and of the covenants on the part of the Tenant and of the conditions hereinafter contained the Landlord HEREBY DEMISES unto the Tenant the land known as Radwinter Recreation Ground comprised in title numbers EX 766281 and EX 810015 ("the Property") TO HOLD unto the Tenant from the 30th day of MARCH 2015 for a term of 99 years ("the Term") subject nevertheless to the proviso for re-entry hereinafter contained yielding and paying during the Term the yearly sum of five pounds on the 1st day of April in every year

2. The Tenant HEREBY COVENANTS with the Landlord as follows:

2.1 To pay the rent hereby reserved

2.2 To continue its fundraising activities and to use its best endeavours to carry out and complete the redevelopment as soon as possible (but so that neither the Tenant nor any individual officer or member of the Tenant shall be liable for any failure in its carrying out or completion)

2.3 Both before and during the carrying out of the redevelopment and after its completion to maintain the playing fields and other open areas on the Property and the hedges and trees thereon in good condition (but so that (i) the Landlord will maintain and repair the car park and its lighting system and (ii) clause 2.6 below applies to the bowling green and other land occupied by the RBC)

2.4 To keep in good repair and condition the new pavilion and the toilet block and any other building or structure that may be erected on the Property during the Term (but so that (i) the obligation in respect of the existing pavilion shall be limited to maintaining it in a safe condition and (ii) clause 2.6 below applies to any building occupied by the RBC)

2.5 To cooperate with the Landlord and the RBC in making the most efficient and economical arrangements for the insurance of the Property against loss by fire storm damage and other risks and for the insurance of the parties against third-party liability incurred by them as owners or occupiers of the Property or otherwise

2.6 To abide by and observe the existing contractual arrangements between the Landlord and the RBC as if the Tenant were a party to those arrangements

2.7 To make regulations for the use of the playing fields the children's playground and the buildings (other than those used by the RBC) on the Property and to use its best endeavours to ensure that such regulations are observed

2.8 Not without the Landlord's written consent at any time during the Term to make any alterations additions or improvements (other than the redevelopment) to the Property

2.9 To permit the Landlord and its surveyors and agents with or without workmen and others at a reasonable time and upon reasonable written notice to enter upon and examine the condition of the Property and for all other reasonable purposes

2.10 To use the Property and to permit it to be used only for the charitable purposes of the Tenant (but so that this covenant shall not prohibit occasional fundraising activities from which the Tenant receives all or a reasonable proportion of the net taking for its charitable purposes)

2.11 Not to assign underlet or part with possession of the whole of the Property without the previous written consent of the Landlord such consent not to be unreasonably withheld and not to assign underlet or part with possession of any part of the Property as distinct from the whole (but so that this covenant shall not prevent the Tenant from charging its interest in the new pavilion and its site for purposes connected with any major grant of funding that may be made to the Tenant)

2.12 At all times during the Term to comply in all respects with the Town and Country Planning Act 1990 or any statutory modification or re-enactment of it for the time being in force and regulations or orders made under it whether as to the permitted use of the Property under this lease or otherwise

2.13. Within seven days of receipt of any notice given or made by any competent authority in respect of the Property to give full particulars thereof to the Landlord and to take all reasonable steps to comply with the same and to join with the Landlord in taking such other reasonable action in relation thereto as the Landlord may decide

2.14 At the expiration or sooner determination of the Term peaceably to surrender and yield up the Property

3. **THE LANDLORD HEREBY COVENANTS** with the Tenant as follows:

3.1 To maintain and keep in repair the car park on the Property (including any future extension) and to maintain and pay electricity charges for its separate lighting system

3.2 That the Tenant performing its obligations hereunder shall peaceably hold and enjoy the Property (subject to the exceptions and reservations herein contained) during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for him

4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:-**

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord if and whenever during the Term:-

(1) the rent or any part thereof shall be unpaid for 21 days after becoming payable (whether formally demanded or not) or

(2) Any covenant or obligation on the Tenant's part or condition contained herein shall not be performed or observed

it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach non-observance or non-performance of any of the Tenant's covenants or any conditions contained in the Lease

5. Any notice required or authorised to be served by the Landlord hereunder shall be sufficiently served if served in accordance with the provisions of Section 196 of the Law of Property Act 1925 (as amended)

6. This Deed has been approved and ordered to be executed by a resolution passed at a duly constituted meeting of the Tenant

IN WITNESS of which the parties hereto have executed this deed the day and year first before written

Signed as a Deed by:
(Parish Council)



In the presence of: Cathryn Carlisle

Name: Cathryn Carlisle

Address: Herkstead Green Bungalow

Cornish Hall End CM7 4HT

Occupation: Clerk to Radwinter

Signed as a Deed by: SMK Gowers
(Parish Council)

In the presence of: _____
Name: ROBERT RAINS
Address: 4 THATCHED COTTAGES
WATER LAKE RADWINTER
Occupation: MANAGING DIRECTOR

Signed as a Deed by: Juan E Tice
(Radwinter Recreation Ground Charity)

In the presence of: JULIE HAINES JHaines
Name: JULIE HAINES
Address: HARBURY HOUSE, PRINCES
WELL, RADWINTER
Occupation: CAB ADVISER

Signed as a Deed by: ANGUS
(Radwinter Recreation Ground Charity)

In the presence of: JHaines
Name: JULIE HAINES
Address: HARBURY HOUSE, PRINCES
WELL, RADWINTER
Occupation: CAB ADVISER