

DATED

1992

THE COUNCIL OF THE DISTRICT
OF ST ALBANS

- and -

COLNEY HEATH PARISH COUNCIL

L E A S E

of

Roestock Park Recreation Ground
Admirals Close Colney Heath in
the County of Hertford

Term: 99 years

Commencing

Rent Peppercorn

Copy Rosalind Roth Jones
in Feb 5

THIS LEASE is made the ^{sixth} day of January
One thousand nine hundred and ninety ^{three} ~~two~~ BETWEEN THE COUNCIL OF THE
DISTRICT OF ST ALBANS of Civic Centre St Peter's Street St Albans in the
County of Hertford (hereinafter called "the Council" which expression shall
where the context so admits include the person or Council for the time being
entitled to the reversion immediately expectant on the determination of the
term hereby created) of the one part and COLNEY HEATH PARISH COUNCIL
(hereinafter called "the Lessee" which expression shall where the context so
admits include its successors in title) of the other part acting by FREDERICK
STUART ELLIS of Rosedene 1 Tyttenhanger Green St Albans aforesaid and DERRICK
CRUMP of 11 Smallford Lane Sleafshyde St Albans aforesaid being two members of
the Colney Heath Parish Council

WHEREAS-

1. (1) By a Lease dated the fifteenth day of April One thousand nine
hundred and sixty nine ("the Lease") and made between The St Albans Rural
District Council of the one part and the Lessee of the other part ALL THAT the
demised premises (as hereinafter defined) were demised by the said The St
Albans Rural District Council to the Lessee for the term of Twenty eight years
from the first day of October One thousand nine hundred and sixty eight at the
rent and subject to the covenants and conditions therein reserved and
contained

(2) The reversion immediately expectant on the Lease is now vested
in the Council

(3) It has been agreed between the parties hereto that the said
term of Twenty eight years shall be surrendered and that a new Lease shall be
granted to the Lessee in substitution therefor in manner hereinafter appearing

WITNESSETH as follows:-

1. IN consideration of the demise hereinafter contained the Lessee as
Beneficial Owner HEREBY SURRENDERS unto the Council the residue of the said

term of Twenty eight years released as aforesaid which shall forthwith merge in the freehold of the demised premises

2. IN consideration of the surrender hereinbefore contained and of the covenants on the part of the Lessee hereinafter contained the Council hereby demises unto the Lessee ALL THAT the land described in the Schedule hereto (hereinafter referred to as "the demised premises") TO HOLD the same unto the Lessee from the ~~Sixth~~ day of ~~January~~ One thousand nine hundred and ninety ~~two~~ ^{three} for the term of NINETY NINE YEARS (but determinable during the said term as hereinafter provided) and determinable at the end of the said term or at any time thereafter by either the Council or the Lessee giving to the other six months' previous notice in writing to expire at any time at or after the end of the said term PAYING therefor during the said term a yearly rent of peppercorn (if demanded)

3. THE Lessee hereby covenants with the Council as follows:-

- (1) To pay the reserved rent at the times and in manner aforesaid
- (2) To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise which are now or may hereafter be assessed charged or imposed upon the demised premises or upon the owner or occupier thereof
- (3) At all times during the tenancy to maintain and keep the demised premises in a good and husbandlike manner and to leave the same at the determination of the tenancy hereby created whether by effluxion of time or otherwise in good heart and condition consistent with the terms of this lease
- (4) To keep in proper repair and condition the six foot high plastic covered chain link fence and two gates on the south western boundary of the demised premises and the hedges on the south eastern and north eastern boundaries thereof and abutting ditches to the east or other suitable fencing or hedging as may be agreed between the parties hereto (all such boundaries being shown marked by an inward facing "T" on the plan annexed hereto) to the

merge
the
ereby
eto
to the
nety
term
at
her
the
of one
said
d
on the
t the
or
ease
ary
tern
cing
es
the

Path



ervoir
ered)

stock

Path

LOFT...
ST. AL...
...
[Signature]
David A. Hall
Chief Executive Officer

26
3.54
8.5

39
13
17
5
3
MIRALS
CLO
El Sub
Sta

Tank

FELLOWS LANE

1.22m
R.H.

reasonable satisfaction of the Council's Estates Surveyor or other proper officer

(5) To permit the Council and its agents with all necessary workmen and appliances at all reasonable times to enter upon the demised premises on 48 hours notice in writing (except in cases of emergency) to execute repairs or alterations to any adjoining premises now or hereafter belonging to the Council or any apparatus therein or thereunder or any pipes cables drains and other conducting media serving the same or for any other purpose all damage thereby occasioned to the demised premises being made good by the Council

(6) Not without the prior written consent of the Council as Landlord to erect on the demised premises or any part thereof any buildings or structures whatsoever and in the event of any such erection by the Lessee and if required by the Council at the end or sooner determination of the tenancy to remove the same and reinstate the demised premises to its former state and condition

(7) Not to use or permit to be used the demised premises other than as a playing field for the purposes of public recreation or for the purposes mentioned in sub-clause (8) of this Clause

(8) Not to assign underlet or part with the possession of the whole or any part of the demised premises PROVIDED THAT use of the whole or any part of the demised premises for the benefit of the local community by local scout groups football clubs and other similar organisations in connection with their respective normal activities and purposes ancillary thereto shall be deemed to be permitted and PROVIDED FURTHER that this sub-clause shall not prevent the use of the demised premises on not more than twelve occasions during any one year for the staging of fetes shows demonstrations and other similar events for the benefit of the local community by local organisations and in this context one year shall be taken from the first day of October in a year to the thirtieth day of September in the following year

(9) Not to do or permit or suffer anything in or upon the demised premises or any part thereof which may be or become a nuisance or annoyance cause damage or inconvenience to the Council or its tenants or the owners or occupiers of any adjoining or neighbouring property or the public and not to use the demised premises or any part thereof for any purpose other than that permitted by sub-clause (7) hereof and not to permit or suffer the same to be used for any illegal or immoral purpose and to indemnify and keep indemnified the Council from and against all actions costs claims demands and expenses that may be made or brought against the Council or the Lessee in respect of damage or injury to persons or property directly or indirectly due to or arising from any act default or neglect of the Lessee his servants agents or licensees or in respect of or in any way arising out of the use by the Lessee of the demised premises or any part thereof

(10) Not to hold or permit or suffer to be held any sale by auction on the demised premises

(11) Not to form any refuse dump or rubbish or scrap heap on the demised premises or any part thereof and to remove not less frequently than once a week all refuse and rubbish which may have accumulated thereon and generally to keep the demised premises clean and tidy

(12) Not to affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the demised premises any sign advertisement placard poster sticker or other advertisement

(13) To pay all expenses (including Solicitors' costs and Surveyors' fees) incurred by the Council incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

(14) To execute and do at the expense of the Lessee all such acts works and things as may during the tenancy be directed or required to be executed and done upon or in respect of the demised premises or any part

thereof or in respect of the user thereof either by the owner or occupier thereof under or by virtue of any Act of Parliament now or hereafter to be passed or any regulations made thereunder or by any national local or other authority pursuant to or in exercise of powers conferred by any such Act or regulation and at all times to save harmless and to keep indemnified the Council as Landlord against all claims demands costs expenses and liability in respect thereof and to pay all costs charges and expenses incurred by the Council in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the demised premises in obedience to a notice served by the Local Authority

(15) To permit the Council during the three months immediately preceding the determination of the tenancy whether by effluxion of time or otherwise to affix and retain without interference upon any part of the demised premises a notice for re-letting or selling the same and during the said three months to permit persons with written authority from the Council at reasonable times of the day on 48 hours notice in writing to view the demised premises

4. THE Council hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants on his part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it provided always that this covenant shall be limited to acts and omissions of the Council and its servants workmen and officers in its capacity as landlord under this Lease

5. PROVIDED always and it is hereby expressly agreed as follows:-

(1) That if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee shall become bankrupt or make any assignment for the benefit of his creditors or enter into an agreement or make any arrangement with his creditors for liquidation of his

debts by composition or otherwise or suffer any distress or process of execution to be levied upon his goods or being a company or corporation aggregate shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if the Lessee shall cease to occupy the demised premises then and in any of the said cases it shall be lawful for the Council 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 determine but without prejudice to the right of action of the Council in respect of any antecedent breach of the Lessee's covenants herein contained

(2) The Lessee shall not be entitled to any right of access of light or air to the demised premises which would restrict or interfere with the use of the Council's adjoining or neighbouring land for building or any other purpose or purposes whatsoever

(3) No estate or interest in the soil of the road or roads or footpaths adjoining or adjacent to the demised premises or upon which the demised premises have a frontage or abut is or shall be deemed to be included in this demise

(4) For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the rights duties powers and obligations of the Council in the exercise of its functions as a Local Authority and the rights powers duties and obligations of the Council under all local and public statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the demised premises as if the Council were not the owner thereof and as if the Lease had not been sealed by the Council

(5) Any right which apart from this proviso the Lessee might have at the expiration or sooner determination of the term hereby granted to claim from the Council compensation or any sum of money under or by virtue of the Landlord and Tenant Acts 1927 and 1954 as amended by the Landlord and Tenant

Act 1969 or any statutory modification or re-enactment thereof for the time being in force is hereby expressly excluded subject nevertheless to the provisions of Section 38 (2) of the Landlord and Tenant Act 1954

(6) In this Lease where the context so admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and where the expressions "the Council" and "the Lessee" include two or more persons all covenants and conditions herein contained and on the part of the Council or the Lessee to be performed or observed are deemed to be made jointly and severally

(7) This Lease shall incorporate the regulations as to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

I N W I T N E S S whereof the parties hereto have duly executed this Deed the day and year first before written

THE SCHEDULE

before referred to

ALL THAT land situate and known as Roestock Park Recreation Ground Colney Heath in the County of Hertford as the same is for the purpose of identification only shown on the plan attached hereto (hereinafter called "the plan") and thereon edged red which said land hereby demised is herein referred to as "the demised premises" EXCEPT AND RESERVING unto the Council and its tenants the right to the free and uninterrupted use of the water pipes electricity cables and drains if any serving adjoining premises of the Council which run in under or upon the demised premises

