

APPENDIX A - Lease Agreement

DATED 7th November 1991

REDLAND AGGREGATES LIMITED

- and -

THE COUNCIL OF THE BOROUGH OF HARROGATE

L E A S E

Premises: Land at Hellwath Lane
and Whitcliffe Lane Ripon
Term: 99 years
Initial Rent: £1



Simpson Curtis
SOLICITORS

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Handwritten circled number '124'.

LEASE

DATED AND DELIVERED

Seventh day of November 1991.

PARTIES:-

- (1) **REDLAND AGGREGATES LIMITED** of Redland Surrey ("Landlord") and **THE COUNCIL OF THE BOROUGH OF HARROGATE** ("Tenant")
- (2) **THE COUNCIL OF THE BOROUGH OF HARROGATE** ("Landlord") and **REDLAND AGGREGATES LIMITED** of Redland Surrey ("Tenant")



1. INTERPRETATION

1.1 In this lease these words shall mean:-

"Amenities" drainage, water, gas, electricity, telephone and any other services or amenities of like nature;

"Conducting Media" gutters, gullies, pipes, sewers, drains, watercourses, channels, ducts, flues, wires, aerials, cables, mains, cisterns, tanks and all other conducting media together with all meters and other apparatus used in connection with them;

"Demised Premises" the property described in the Schedule;

"Interest Rate" interest at the rate of 4 per centum per annum above Barclays Bank PLC Base Rate for the time being in force, or if such Base Rate shall cease to be published then at the rate of 2 per centum per annum above the rate at which the Landlord could reasonably borrow sums from time to time;

"Landlord" the person referred to as "Landlord" on page 1 and shall include the reversioner for the time being expectant on the determination of the Term;

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"Landlords permission" the previous consent in writing of the Landlord and (where requisite) any Superior Lessor and their respective mortgagees;

"this lease" this deed and any other deed document or agreement at any time during the Term amending the same;

"Planning Acts" the Town and Country Planning Act 1990, The Planning (Listed Buildings and Conservation Areas) Act 1990, [the Planning (Hazardous Substances) Act 1990] and the Planning (Consequential Provisions) Act 1990 and any other Act of Parliament of a similar nature in force at any time during the Term;

"Premises Acts" the Occupiers' Liability Act 1957, the Factories Act 1961, the Offices Shops and Railway Premises Act 1963, The Fire Precautions Act 1971, the Defective Premises Act 1972, the Health and Safety at Work etc. Act 1974, the Occupiers Liability Act 1984 and any other Act of Parliament regulating the safety of premises and those occupying or visiting the same in force at any time during the Term;

"Rent" the yearly rent reserved by clause 2

"Tenant" the person referred to as "Tenant" on page 1 and shall include the successors in title and assigns of the Tenant and all persons claiming through or under the Tenant;

"Term" the term specified in clause 2 and also the period of any holding over or any extension of this lease

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whether by statute or at common law or by agreement;

"VAT"

Value Added Tax or any equivalent tax which may at any time during the currency of this lease be imposed in substitution for it or in addition to it;

"Termination Date"

the date of expiration or sooner determination of the Term;

1.2 In interpreting this lease:-

- 1.2.1 references to clauses, pages and Schedules are to clauses, pages and Schedules of this lease unless stated otherwise;
- 1.2.2 where reference is made to a statutory provision, this includes all prior and subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made under it;
- 1.2.3 references to a "person" include any individual, firm, unincorporated association or body corporate;
- 1.2.4 if the Tenant shall at any time be more than one person, any reference to the Tenant shall be deemed to refer to each such person and any obligation on the part of the Tenant or the Guarantor shall take effect as a joint and several obligation;
- 1.2.5 the headings and index to this lease shall be disregarded;
- 1.2.6 any covenant by the Tenant not to carry out any action shall be construed as if the same were (where appropriate) additionally a covenant by the Tenant not to do or permit or suffer such action to be done or omitted.

2. DEMISE

The Landlord demises the Demised Premises to the Tenant for the term of 99 (ninety nine) years commencing on the 29th September 1986 paying for them throughout the

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Term the yearly rent of £1 (one pound) (if demanded) in advance on the 29th September in each year

3. TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

3.1 RENT AND PAYMENTS

to pay the Rent if demanded at the times and in the manner at and in which the same is reserved in this lease and made payable

3.2 OUTGOINGS

3.2.1 to pay and discharge all rates, taxes, duties, charges, assessments and outgoings whatsoever which are now or may during the Term be payable in respect of the Demised Premises;

3.2.2 to pay for all Amenities used by or available to the Demised Premises (including all standing charges) and to observe and perform all present and future regulations of the statutory supply authorities;

3.3 INSURANCE

3.3.1 to insure the Demised Premises against all occupiers' liability risks and such other risks as the Landlord may from time to time reasonably require such insurances to be on such terms and for such sums as the Landlord shall reasonably require;

3.3.2 to effect such insurance in an insurance office of repute and at the request of the Landlord to produce written evidence of such insurance and the receipt for or evidence of payment of the last premium payable under such policy or policies;

3.3.3 if the Tenant shall fail to effect and maintain such insurance, the Landlord may effect the same and the Tenant shall on demand re-imburse to the Landlord all monies expended by the Landlord for that purpose;

3.4 REPAIR

3.4.1 to keep the demised Premises in a clean and tidy condition with the grassed areas properly mown fertilized weeded and cultivated and to repair and

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maintain in a good state of repair and condition any roads paths or boundary structures on the Demised Premises

3.4.2 to manage the Demised Premises in accordance with the Whitcliffe Lane management objectives set out in the Schedule

3.5 ACCESS OF LANDLORD AND NOTICE TO REPAIR

to permit the Landlord and all persons authorised by the Landlord to enter upon the Demised Premises to view the condition of the Demised Premises and to give to the Tenant or the Tenants agent or leave on the Demised Premises notice in writing to the Tenant of all defects affecting the Demised Premises and the Tenant will, within a reasonable period thereafter repair and make good the Demised Premises and if the Tenant shall fail satisfactorily to comply with such notice the Landlord may at any time (but without prejudice to the right of re-entry contained in this lease) enter the Demised Premises with workmen and all necessary equipment to repair and make good the Demised Premises and the expense of such repairs shall be repaid by the Tenant to the Landlord upon demand;

* 3.6 ALTERATIONS AND ADDITIONS

not to make any alterations or additions to the Demised Premises or erect any buildings or structures

3.7 USER

not to use the Demised Premises or any part of them for any other purpose than as open land for recreation and in particular that the Demised Premises shall not be used for residential purposes or for an illegal or immoral purpose or or any purpose that may be a nuisance or annoyance to the Landlord or any adjoining owner or tenant

3.8 DEALINGS

not to assign, transfer, underlet, charge, part with or share the possession or occupation of the Demised Premises or any part or parts thereof save that the Tenant may grant licences for the recreational use of

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part or parts of the Demised Premises for the mowing of such land

3.9 ADVERTISEMENTS

no advertisement, sign or other indications of trade or business shall be set up on or affixed to the Demised Premises

3.10 INSURANCE OBLIGATIONS

not to do anything on the Demised Premises which may render any increased or extra premium payable for the insurance of any other property of the Landlord or which may make void or voidable any such insurance policy and to reimburse the Landlord forthwith on demand the cost of any such increased or extra premium and all consequential expenses incurred by the Landlord and forthwith to cease from doing that thing which may cause or has caused any increased or extra premium to become payable;

3.11 NOTICES

- 3.11.1 forthwith on receipt of any communication affecting or which may affect the Demised Premises or the assessment of any rate, tax, duty, charge or other outgoing now or hereafter payable on or in respect of the Demised Premises or the nature or value of the Landlord's interest in the Demised Premises to give full particulars to the Landlord;
- 3.11.2 at the request of the Landlord to make or join with the Landlord in making such objections to or representations against or in respect of any such communication as the Landlord shall deem fit;
- 3.11.3 forthwith at the Landlord's request to take all steps required by the Landlord in respect of any such notices;

3.12 STATUTORY PROVISIONS

at the Tenant's cost to comply with all Acts of Parliament both present and future affecting the Demised Premises or the user thereof or the use of any plant, machinery, fixtures or fittings in them and to keep the Landlord indemnified against all actions,

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proceedings, costs, claims, demands and liabilities relating to them;

3.13 INDEMNITY

to keep the Landlord and any Superior Lessor indemnified against all liability in respect of any injury to or the death of any person, damage to any property moveable or immoveable, the infringement, disturbance or destruction of any right, easement or privilege and every other liability arising directly or indirectly out of the condition or use of the Demised Premises or anything done or omitted to be done on them and against all costs, claims, demands and expenses in respect of any liability or alleged liability;

3.14 COSTS

to pay to the Landlord all costs, charges and expenses (including legal costs and surveyors fees and other professional fees) which may be incurred by the Landlord in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925;

3.15 YIELD UP

at the Termination Date quietly to yield up the Demised Premises to the Landlord duly maintained, and kept in accordance with the covenants in that behalf contained in this lease

3.16 VAT

to pay VAT upon any sums payable by the Tenant or any other supply of goods or services (within the meaning of section 3 and schedule 2 of the Value Added Tax Act 1983) made by the Landlord to the Tenant under this lease so far as such tax is properly chargeable upon the same;

3.17 RECOVERY OF PAYMENTS

that the Landlord shall have the same remedies for the recovery of all sums which may from time to time become due to the Landlord from the Tenant under the terms of this lease as the Landlord would or might have for rent in arrear.

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3.18 INTEREST ON ARREARS

that if any sums from time to time payable by the Tenant to the Landlord under this lease shall not be paid to the Landlord within 14 days of the date when such sums become due (whether lawfully demanded or not) the Tenant shall pay to the Landlord interest on such sums from the date when such sums first become due until the date of actual payment at the Interest Rate;

3.19 FREEHOLD TITLE

to perform and observe the covenants and provisions of the registers of title no NYK77005 and to keep the Landlord indemnified against all costs, claims, demands and expenses arising either directly or indirectly from any failure by the Tenant to perform and observe the Tenant's obligations under this lease or any future breach non observance or non performance thereof

4 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant that as long as the Tenant pays the Rent and complies with the other terms and provisions of this lease the Tenant may peaceably and quietly hold and enjoy the Demised Premises during the Term without any unlawful interruption or disturbance by the Landlord or any person rightfully claiming or under the Landlord;

5. PROVISOS

It is agreed:-

5.1 RE-ENTRY

If

- 5.1.1 the Rent or any part of it shall be unpaid for 14 days after becoming payable (whether formally demanded or not); or
- 5.1.2 any covenant on the Tenant's part contained in this lease shall not be performed or observed; or
- 5.1.3 the Tenant shall be dissolved or disbanded or cease to exist (Provided always that this clause 5.1.3 shall not apply where the Demised Premises remain vested in a local government authority)

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then it shall be lawful for the Landlord or any person authorised by the Landlord at any time thereafter to re-enter upon the Demised Premises or any part of them in the name of the whole and thereupon the Term shall absolutely determine without prejudice to any right of action of the Landlord in respect of any breach of the Tenant's covenants contained in this lease.

5.2 EXCLUSION OF LIABILITY

The Landlord shall not be liable to the Tenant or any other person for any accident loss or damage which may be suffered by the Tenant or any other person or occasioned to the Demised Premises or to any goods or property of the Tenant or any other person by reason of any act, neglect or default of any employee, agent, invitee or tenant of the Landlord nor shall the Landlord be liable for any consequential loss or damage resulting therefrom or from any act, neglect or default of the Landlord and the Landlord shall not be liable to any person not a party to this lease to perform any of the covenants herein contained whether express or implied insofar as such covenants impose obligations going beyond the common duty of care imposed by the Premises Acts.

5.3 COMPENSATION FOR DISTURBANCE

The Tenant shall not be entitled upon the determination of the Term howsoever determined to any compensation for disturbance whether under the provisions of the Landlord and Tenant Act 1954 or otherwise.

* 5.4 VARIATION OF EXISTING LEASE

The Landlord and the Tenant agree and declare that if necessary they will complete a deed of variation in a form reasonably required by the Landlord of a lease ("the First Lease") dated 15th July 1991 and made between (1) the Landlord and (2) the Tenant so as to vary the route of the access to the land comprised in the First Lease and to enable the Landlord or its successors to construct the new access road and install Conducting Media and carry out a scheme of landscaping substantially in accordance with the plan annexed to a

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s106 agreement of even date herewith and made between
the Landlord and the Tenant

EXECUTED AS A DEED by the parties hereto on the date which
first appears in this Deed

THE SCHEDULE

(The Demised Premises)

ALL THAT Land at Hellwath Lane Ripon North Yorkshire
which premises are shown for the purposes of identification
only edged red on the plan annexed excepting and reserving
unto the Landlord the right to the passage of Amenities
through the Conducting Media now or at any time during this
Lease existing on the Demised Premises together with a right
to enter upon the Demised Premises with or without vehicles
equipment machinery in order to repair maintain renew replace
and lay Conducting Media

(The Whitcliffe Lane Management Objectives)

- (1) to maintain the existing opportunities for pedestrian
access to the land as an area of public open space
- (2) to maintain views of Studley Royal and Ripon Minster
- (3) to conserve and enhance wild life value of the land
- (4) to conserve and enhance landscape character

EXECUTED (but not delivered)
 until the date hereof))
AS A DEED by affixing the)
 Common Seal of REDLAND)
AGGREGATES LIMITED)
 in the presence of:-)



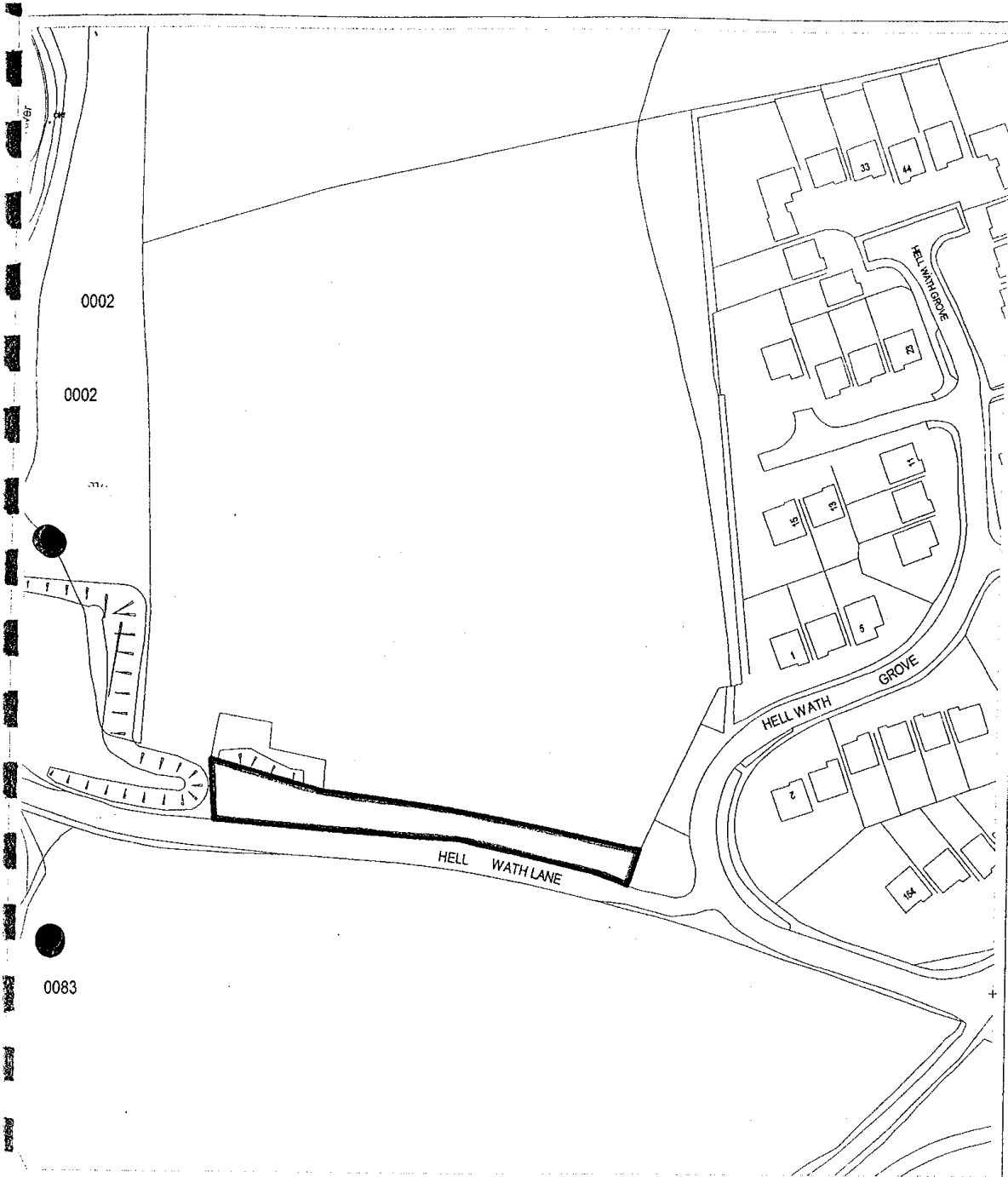
Director *[Signature]* IMR
REDLAND AGGREGATES LIMITED

Secretary/Director... *[Signature]*

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EXECUTED (but not delivered)
until the date hereof))
AS A DEED by affixing the)
Common Seal of THE COUNCIL)
OF THE BOROUGH OF HARROGATE)
under the authorisation of:-

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Estates Division
Harrogate
BOROUGH COUNCIL

Hell Wath, Ripon

Date: 4th November 1999
Scale: 1:1250
Drawn By:
Drawing No:
Department:

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