

Date:

13-12-11.

Please ask for:

Steph. Conrad

Direct dial:

01223 699091 stephen.conrad@cambridgeshire.gov.uk



Cambridgeshire  
County Council  
www.cambridgeshire.gov.uk

David  
Copy lease as requested. Will be forward to meetg  
you & your colleagues in the new year.

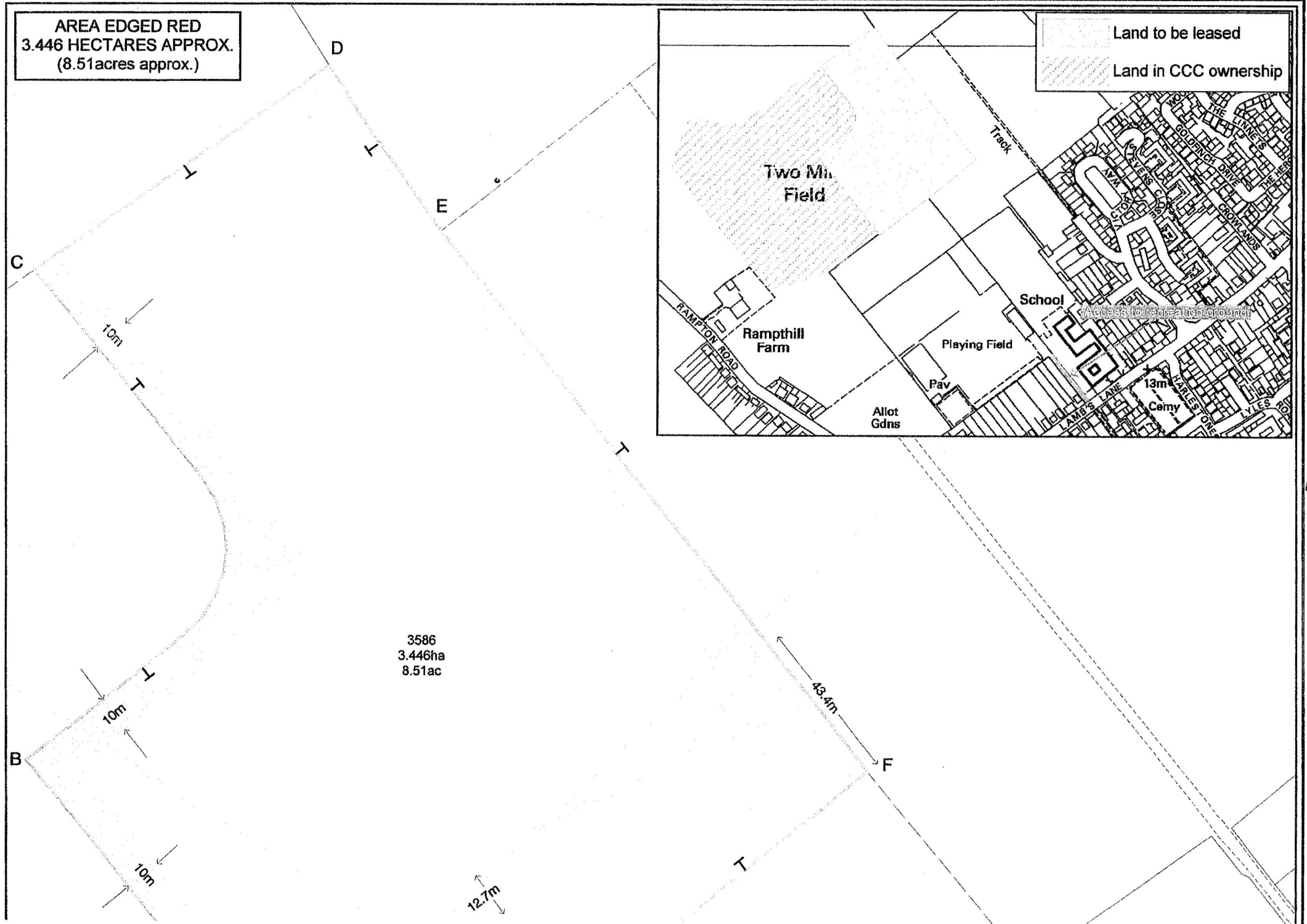
with compliments

Nick Dawe, Corporate Director, Finance, Property and Performance

www.cambridgeshire.gov.uk

AREA EDGED RED  
3.446 HECTARES APPROX.  
(8.51 acres approx.)

Land to be leased  
Land in CCC ownership

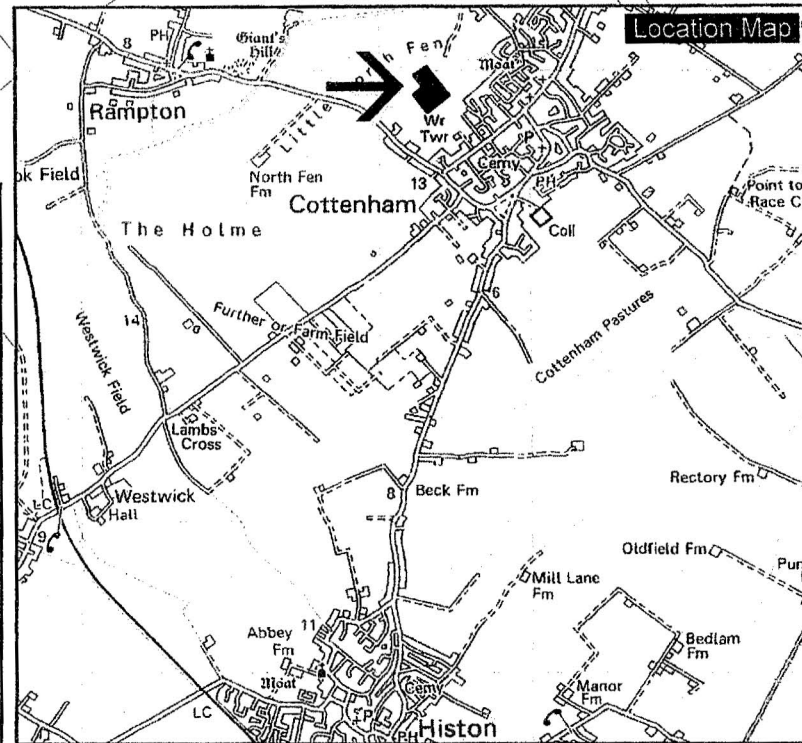
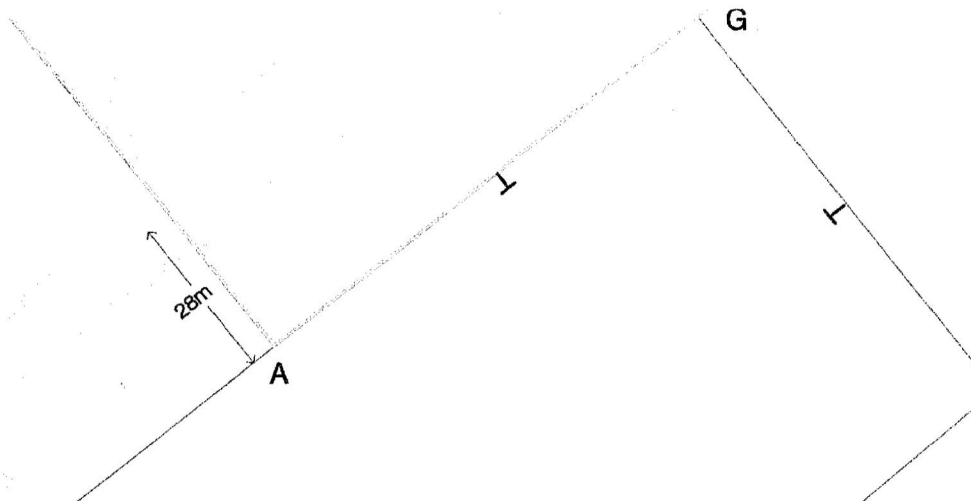


3586  
3.446ha  
8.51ac

12.7m

43.4m

13m



**KEY**

O/H Electricity supply

Land drain

AWA Cottenham Pumping Station and Rising Main  
(Working access of 3m either side to be maintained without trees)

No pitches on this area (0.655ha approx.)

New tree planting (0.309ha. approx.)

Note: Routes of underground services assumed

Centre of Plan: TL44416783

\\ccc.cambridgeshire.gov.uk\gis\Res\Prod\Estates\COUNTY FARMS\Sales & Other Plans\CF0141-5 Mill Hill, Cottenham.WOR



## Rampthill Farm MILL HILL & NORTH FEN FARM COTTENHAM

<b>PREPARED BY:</b> IDM	<b>DATE:</b> 20.06.05
<b>SCALE:</b> 1:1250	<b>JOB No:</b> 223
<b>PLAN No:</b> CF/0141 Rev.5	



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Licence No. 100023205 2005

Your responsibilities for the boundary dykes of your property are indicated by inward facing T marks (full dykes) and I marks (half dykes).

Awarded for excellence

DATED

4 November

2005

CAMBRIDGESHIRE COUNTY COUNCIL (1)

We certify this to be a true  
copy of the original

**HEWITSONS**  
SOLICITORS

*Hewitsons*

TO

COTTENHAM PARISH COUNCIL (2)

---

LEASE

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of premises known as

Land at  
Rampthill Farm Cottenham Cambridgeshire

T J Farr  
Head of Legal Services  
Shire Hall  
Castle Hill  
Cambridge  
CB3 0AP

THIS LEASE made by way of Deed the 4<sup>th</sup> day of November 2005  
BETWEEN CAMBRIDGESHIRE COUNTY COUNCIL of Shire Hall Castle Hill  
Cambridge CB3 0AP (hereinafter called "the Lessor" which expression shall  
where the context so admits include the person company or body for the time  
being entitled to the reversion immediately expectant on the determination of  
the term hereby created) of the first part and COTTENHAM PARISH COUNCIL  
of 44 Victory Way Cottenham Cambridge CB4 8TF acting by its representatives  
Paula Johnson and Arthur David Michael Warham (hereinafter called "the  
Lessee" which expression shall where the context so admits include the  
successors in title of the Lessee) of the second part

WITNESSETH as follows:-

1. The Lessor and the Lessee having complied with the requirements of Section 38A of the Landlord and Tenant Act 1954 (hereinafter called "the 1954 Act") by service of a notice by the Lessor upon the Lessee as required by section 38A(3)(a) of the 1954 Act and following service thereof the making by the Lessee or by a person authorised by the Lessee of a statutory declaration as required by section 38A(3)(b) of the 1954 Act agree that the provisions of Sections 24-28 inclusive of the 1954 Act shall not apply to this Lease
2. IN consideration of the sum of Eighteen thousand pounds (£18,000) paid by the Lessee to the Lessor (the receipt of which is hereby acknowledged) and of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor hereby demises with full title guarantee unto the Lessee ALL THAT the premises described in the First Schedule hereto (hereinafter called "the demised property") but except and reserving unto the Lessor out of this demise the easements and rights set out in the Second Schedule hereto TO HOLD the same

unto the Lessee for the term of NINETY NINE YEARS (subject to sooner determination as hereinafter provided) from the date hereof YIELDING AND PAYING therefor unto the Lessor the yearly rent of a peppercorn (if demanded)

3. THE Lessee HEREBY COVENANTS with the Lessor that the Lessee will throughout the term hereby created perform and observe the provisions and stipulations contained in the Third Schedule hereto
4. THE Lessor HEREBY COVENANTS (subject to the provisions of clause 5(f) hereof) with the Lessee to observe and perform the obligation set out in the Fourth Schedule hereto
5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-
  - (a) The Lessee shall not be entitled to any right of access of light or air to buildings erected or to be erected on the demised property which would restrict or interfere with the free user of any adjoining or neighbouring land of the Lessor for building or any other purpose
  - (b) That if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on the Lessee's part to be performed and observed or if the Lessee while the demised property or any part thereof shall remain vested in the Lessee shall become bankrupt or have a receiving order made against him or enter into any composition or arrangement with his creditors or (being a company or corporation) shall enter into liquidation whether compulsory or voluntary (other than voluntary liquidation for the purpose of reconstruction or amalgamation) then and in any such

case it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf into or upon the demised property or any part thereof in the name of the whole to re-enter and the demised property peaceably to hold and enjoy thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained

- (c) Any notice under this Lease shall be in writing and shall be sufficiently served if sent to the party upon whom it is intended to be served by registered letter or recorded delivery post to its registered office or last known address and shall be assumed to have been delivered in the normal course of post
- (d) If the Lessor shall desire to determine the said term in the event of it requiring any part or parts of the demised property for its own purposes in connection with the provision of education including for the avoidance of doubt the construction of a new road to serve any educational facility and shall give to the Lessee not less six months previous written notice of such its desire such notice to expire at any time then immediately upon the expiration of the said notice the said term shall thereupon cease but without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant PROVIDED ALWAYS that the following further provisions shall apply:-
  - (i) In the event that a pitch or pitches or temporary structures for changing rooms shelter and storage ("the temporary

structures") forming part of or the whole of the demised property shall be affected by the Lessor's desire to recover possession of that part of the demised property for the purposes stated above in sub-clause (d) of this clause 5 then the Lessor hereby agrees to use its reasonable endeavours to provide for the Lessee either sufficient land and works to create an equivalent pitch or pitches and/or temporary structures in a similar location or in a different location elsewhere within the Lessor's ownership as shown hatched pink on the inset plan forming part of the said plan. In the event that the School is being relocated the additional land on the inset plan shown cross hatched and annotated accordingly shall be taken to be added to the land shown hatched pink referred to above; and

- (ii) In the case of such relocation or replacement then appropriate pedestrian rights of access to connect the new and remaining parcels together and (if appropriate) to connect them to other land in the Lessee's ownership with vehicular rights for maintenance purposes (such access and vehicular rights to be over a track built to agricultural standards) shall be provided by the Lessor at its own expense
- (iii) As a condition of such termination of this Lease as aforesaid the Lessor shall grant and the Lessee shall accept a grant of a new Lease relating to the remainder of the property hereby demised (if any) and if applicable any new area for the residue of the said term still to run as at



the termination date of this Lease and such further Lease shall be on the same terms and conditions as are contained in this Lease insofar as they shall be applicable to the new Lease save that no further premium shall be payable by the Lessee and the Lessor shall bear the Lessee's reasonable and proper legal and professional fees disbursements and value added tax in relation to such new grant

- (iv) In the event that the whole or part of the demised property shall not be the subject matter of a further Lease as hereinbefore provided on account only of the fact that the Lessor shall be unable to find alternative premises for the Lessee then the Lessor hereby agrees with the Lessee to repay to the Funders of the any grant previously received by the Lessee any repayment properly due to the Funders on an indemnity basis subject always to the Lessee permitting the Lessor to negotiate freely with the Funders the amount properly due to them to the intent also that the Lessee shall provide copies to the Lessor of any correspondence including documents creating such Grants entered into between the Lessee and the Funders
- (e) The demised property shall be accessed via the private roadway adjacent to the school shown on the inset plan and thereon coloured brown or via any other access created during the said term and for which the Lessee can obtain the legal right to do so PROVIDED THAT if a new access road is created to the demised property from Rampton Road such alternative route must be

expressly agreed in writing with the Lessor PROVIDED ALWAYS that the Lessor shall be entitled to withhold such approval in the event that the Lessor considers in its absolute discretion that the existence of such alternative route of access might prejudice the gaining of permission for any development proposed to be constructed on the Retained Land

- (f) The covenants on the part of the Lessor contained in or obligations on its part implied by this Lease shall be binding in full upon the owner of the reversion expectant upon the termination of the said term but shall not be enforceable against any person who has owned such reversion after such person shall have parted with all interest therein
- (g) Where the parties of the second part hereto are two or more persons the expression "the Lessee" shall include the plural number and obligations herein expressed or implied to be made with the Lessee or by the Lessee shall be deemed to be made with or by such persons jointly and severally
- (h) In this Deed the following expressions have the meanings hereby assigned to them that is to say:-

"Retained land" shall mean the land comprised in the said Registered Title CB3613 excluding the demised property

IN WITNESS whereof this Lease has been executed as a Deed the day and year first before written

THE FIRST SCHEDULE above referred to

(Description of premises demise and Right granted)

ALL THAT piece or parcel of land containing 3.421 hectares (8.45 acres) or thereabouts being a proposed extension to the existing recreation ground on

land at Ramphill Farm Cottenham in the County of Cambridgeshire as the same is registered at HM Land Registry and forms part of Title Number CB3613 and is also shown edged red on plan number CF/0141 – Rev 6 annexed hereto

THE SECOND SCHEDULE above referred to

Rights Excepted and Reserved

Services

- (1) The free and uninterrupted passage and running of surface water from land whether belonging to the Lessor or not adjoining or near to the demised property through and along all conduits pipes drains channels watercourses and sewers which are now or may hereafter be in over or under the demised property

Entry to Construct and Repair Services

- (2) Subject to the proviso hereinafter contained to enter upon the demised property at all times in case of emergency and otherwise at all reasonable times upon reasonable notice for the purpose of surveying and laying new conduits pipes drains channels watercourses sewers wires and cables and other conducting media and all connections and also for the purpose of inspecting maintaining cleansing repairing altering testing renewing and replacing and making connections to the said existing conduits pipes drains channels watercourses sewers wires and cables and other conducting media and all connections the persons exercising such rights causing as little damage as possible to the demised property and making good or procuring the making good of all damage thereto which is thereby occasioned to the reasonable satisfaction of the Lessee PROVIDED ALWAYS that in the event of the Lessor wishing to lay or construct such services after the creation of the

itches on the demised property then the Lessor may only do such works following at least one week's written notice given by the Lessor to the Lessee to that effect and only during the period from 1st May to 30th September in any particular year of the said term

THE THIRD SCHEDULE above referred to

(Lessee's Obligations)

- (1) To pay the reserved rents on the days and in manner aforesaid and in the event that the same shall remain unpaid seven days after the same shall have become due (whether formally demanded or not) such rents or part shall bear interest as from the date the same became due until receipt thereof by the Lessor (whether before or after any judgment) at the rate of four per centum per annum above the base rate for the time being of Barclays Bank PLC
- (2) If demanded by the Lessor to pay on demand to the Lessor or (as the case may be) to its solicitor surveyor or other agent or person to whom any payment is due under the covenants agreements and provisions contained or implied in this Lease which is a payment whereon Value Added Tax or any other tax replacing or supplementing the same from time to time is chargeable the amount of Value Added Tax or such other tax in respect of the payment at the rate applicable to that payment
- (3) To pay and discharge all existing and future taxes rates assessments impositions and outgoings including the uniform business rates imposed or charged upon the demised property or upon the owner or occupier in respect thereof save for any levied upon the Lessor in respect of its reversionary interest in the demised property or on any rents received by it

- (4) (a) Not at any time during the said term to assign or part with the possession of the demised property or any part thereof and not to underlet any part or parts of the demised property (as distinct from the whole) save in accordance with this clause
- (b) Any assignment to a charitable or non-profit making body shall be permitted subject to the written consent of the Lessor having previously been obtained such consent not to be unreasonably withheld or delayed PROVIDED that the proposed assignee is reasonably expected to be able to comply with the provisions of this Lease
- (c) Not to underlet the demised property except that one underlease of the whole or part of the demised property shall be permitted to subsist at any one time and then only on the following terms:-
- (i) that such Underlease shall incorporate such provisions as are necessary to ensure that any such Underlease is consistent with the provisions of this Lease
- (ii) without first ensuring that such Underlease has a provision similar to that contained in Clause 1 hereof
- (d) Before any permitted subletting is granted the Lessee shall ensure that the subtenant enters into a direct covenant with the Lessor that, during the period when the subtenant is bound by the tenant covenants of the sublease, the subtenant will observe and perform the tenant covenants contained in this Lease
- (e) Within one month of every assignment transfer underlease or charge affecting the demised property or any devolution of the estate of the Lessee therein and every surrender thereof to give notice in writing with particulars thereof to the Lessor and produce

such assignment transfer underlease or charge or the Probate of the Will or Letters of Administration or other instrument document or evidence of such devolution or surrender with a certified copy thereof and in every case to pay to the Lessor a fee of Thirty pounds or such other reasonable amount as the Lessor shall direct for the registration thereof

- (f) PROVIDED THAT notwithstanding the foregoing the Lessee shall be entitled to sub-let or licence all or any part or parts of the demised property prior to its development on a Grazing Licence or for grazing or arable purposes on a Farm Business Tenancy and following the said development to allow use of the whole or any of the facilities created by hiring agreement or pitch licences or similar
- (5) To maintain the demised property including any buildings and pitches thereon and all additions thereto and the boundary walls hedges trees and fences thereof and the drains soil and other pipes and sanitary and water apparatus thereof and all improvements additions and substitutions thereto and therefor in good condition
- (6) To pay a fair proportion (to be conclusively determined by the surveyor for the time being of the Lessor) of the expenses payable in respect of constructing repairing rebuilding and cleansing all walls fences sewers drains gutters and pipes roads pavements and other things not forming part of the demised property the use of which is common to the demised property and other premises
- (7) To conduct and manage the demised property and the business carried on thereon in a lawful and orderly manner and so that no act or thing whatsoever may be done or permitted thereon which may be or become

a nuisance damage annoyance or disturbance to the Lessor or to its tenants or to the owners or occupiers of any adjoining or neighbouring premises (Provided That the use of the demised property reasonably in accordance with the provisions of this Lease shall not be deemed to be a breach hereof) and in particular if the demised property or part thereof is left fallow then to weed or to treat the weeds on the demised property so as to prevent a nuisance being caused to the Lessor and its tenants or licensees or occupiers of adjoining properties

- (8) Not to erect any buildings on the demised property or to do anything in or upon the demised property which would constitute development (including material change of use) for the purposes of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force without the previous consent in writing of the Lessor's Head of Estates PROVIDED ALWAYS that in the event of the Lessee erecting the temporary structures then such consent on the part of the Lessor's Head of Estates shall not be unreasonably withheld or delayed
- (9) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' costs) incurred by the Lessor for the purpose of or incidental to or in contemplation of the preparation and service of any notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
- (10) To indemnify the Lessor against any liability of the Lessor to third parties arising by virtue of the provisions of the Defective Premises Act 1972 or otherwise as a result of any default on the part of the Lessee in complying with the repairing obligations herein contained

- (11) Not to do or suffer to be done anything in and upon the demised property whereby any policy or policies of insurance effected in respect of the demised property or the fixtures and fittings or any part thereof may be invalidated or (except pursuant to a written consent given by the Lessor hereunder) which may cause any increased premium to become payable for such insurance and in particular during the term to ensure that the gas water and electric apparatus and all other arrangements for lighting and heating and supplying power to the demised property is installed and maintained at all times in an efficient and safe condition and to use all necessary precautions to prevent loss or damage by fire explosion or otherwise
- (12) At all reasonable times during the six months immediately preceding the expiration or sooner determination of the term to permit the demised property to be inspected (with a view to the future disposition thereof) by any person authorised by the Lessor or its agents to inspect the same and to permit the Lessor to affix and maintain upon any suitable part of the demised property a notice board of reasonable dimensions relating to the future disposition of the demised property and not to remove or obscure the same
- (13) To use its reasonable endeavours to prevent the acquisition of any public or private right or easement over the demised property and in case any building or other works are begun on any adjoining lands by any person or statutory undertaker or in case any proposal for such works comes to the knowledge of the Lessee forthwith to give notice to the Lessor of such works or proposal
- (14) (a) At all times during the said term to do and execute or cause to be done and executed all such works and to do all such things as



under or by virtue of any Act or Acts of Parliament now or hereafter to be passed and bye-laws rules and regulations thereunder are or shall be directed or necessary to be done or executed upon or in respect of the demised property or any part thereof or in respect of the tenants user thereof by the owner lessee tenant or occupier thereof

- (b) Within seven days of receipt of the same by the Lessee or any sub-tenant to give or procure to be given to the Lessor for retention a copy of every Notice of whatsoever nature or kind in any manner affecting or likely to affect the demised property or the owners tenants or occupiers thereof and in particular (but without prejudice to the generality of the foregoing) a copy of every Notice or Order or Proposal for a Notice or Order or Rating Proposal relating to or affecting the demised property made given or issued by or on behalf of the Local Planning Authority Rating Authority or any other Authority Body or person having lawful jurisdiction and if so required in writing by or on behalf of the Lessor to produce or cause to be produced to the Lessor the original of every such Notice or Order or Proposal for a Notice or Order or Rating Proposal And also without delay to take or procure the taking of all reasonable and necessary steps to comply with every such Notice or Order and if so required in writing by or on behalf of the Lessor to make or join with the Lessor and any other person for the time being interested in the demised property or any adjoining or neighbouring premises in making such objection appeal or representations against or in respect of any such Notice or Order or Proposal as aforesaid as the Lessor may reasonably require

- (15) At the expiration or sooner determination of the term to yield up the demised property and any additions thereto in good and substantial repair and condition and properly decorated in accordance in all respects with the Lessee's covenants in that behalf hereinbefore contained and if requested by the Lessor to remove therefrom all tenants fixtures and equipment and to leave the demised property clean and tidy and in particular (except where the Lessor terminates this Lease pursuant to the provisions of Clause 5(d) hereof) to ensure that the demised property is yielded up free from any contamination and in a safe condition
- (16) (a) Not to use or permit the demised property to be used for any purpose other than as follows:-
- (i) in respect only for a maximum period not exceeding three years from the commencement of the said term not to use the demised property other than for agriculture and
  - (ii) in respect of the residue of the said term not to use the demised property other than for public recreation and/or open space and/or for sport and uses ancillary thereto
- and in particular and without prejudice to the foregoing provisions of this paragraph (16)(a) of this Third Schedule not to place or locate any pitches buildings trees shrubs or other erections within the land shown cross hatched yellow on the said plan nor to plant nor permit to be grown any such trees or shrubs within the said land shown coloured yellow on the said plan and to keep the area shown coloured yellow on the said plan free from such trees and shrubs that are self seeded

(b) Without prejudice to the generality of the foregoing provisions to manage and control the demised property and the business carried on thereon in a lawful and orderly manner and so that nothing shall be done or omitted thereon contrary to any statutory provision or regulation or bye-law for the time being in force relating thereto (and in particular any such provision regulation or bye-law relating to the storage and use of inflammable or explosive oils or substances or whereby any licence relating to the demised property may be liable to forfeiture or suspension) or whereby any nuisance may be caused to the Lessor or its tenants or the occupiers of any adjoining premises and the Lessee will keep the Lessor fully and effectually indemnified from and against all actions proceedings costs claims damages expenses and demands occasioned by or arising out of any breach of any such statutory provision regulation or bye-law

(c) To exhibit on and in connection with the demised property (subject to all necessary consents and licences being obtained) only the sign of the Lessee and advertising matter and public safety notices approved by the Lessor (such approval not to be unreasonably withheld or delayed) and not to exhibit any advertising matter at near or from the demised property which might in any way contravene the provisions of the Town and Country Planning (Control of Advertisements) Regulations or any statutory enactment or other regulations applicable from time to time

(17) Promptly to remove from the demised property any waste inflammable material or trade effluent or other refuse and when so doing to comply

with the requirements of any statutory provision then in force concerning the precautions to be taken or notices to be given in such circumstances

(18) Not to alter or disturb any pipes sewers cables wires or other apparatus in under or over the demised property without the Lessor's previous written consent

(19) Fully and effectually to indemnify the Lessor from and against all actions claims demands costs charges and expenses directly or indirectly arising out of or in connection with the operations of the Lessee at or in connection with the demised property or directly or indirectly arising out of or in connection with the acts or omissions of the Lessee or any person employed by or under the control of the Lessee (whether or not acting within the scope of his employment) and to maintain adequate insurance against such risks with an insurance company approved by the Lessor in the joint names of the Lessor and the Lessee and to furnish to the Lessor a copy of the policy and (upon demand) to produce the receipt for the last premium paid in respect thereof

(20) To carry out the further works set out in the Fifth Schedule hereto

THE FOURTH SCHEDULE above referred to

(Lessor's obligation)

That the Lessee paying the rent hereby reserved and performing and observing the several covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the demised property during the said term without any lawful interruption from or by the Lessor or any person lawfully claiming under or in trust for the Lessor

THE FIFTH SCHEDULE above referred to

(The Further Works)

1. The Lessee shall within a period of three years from the date hereof or before the date that the public are allowed access to the demised property (whichever date shall be the earlier) fence along the boundary A B C D E F G to a specification previously approved in writing by the Head of Strategy & Estates of the Lessor and also to plant along the said boundaries a mixed species hedge and the Lessee shall be responsible for future maintenance of the said fences and hedges
  
2. The Lessee shall plant and thereafter maintain a tree belt on the area cross hatched green on the said plan in accordance with a specification previously agreed by the Lessee and the Trees and Landscape Officer of the competent District Council or in default of such agreement being otherwise necessary then in accordance with the Lessor's Cambridgeshire Landscape Guidelines from time to time or if such Guidelines no longer exist then in accordance with such other policy document relating to landscaping on the edge of settlements that may be in existence from time to time not later than the date that the demised property is first used by the general public for recreation or as sports pitches and in any event not later than three years from the date hereof and shall maintain the trees at all times during the said term

THE COMMON SEAL of )  
 CAMBRIDGESHIRE COUNTY COUNCIL )  
 was hereunto affixed )  
 in the presence of:- )

*J M Edge*  
 Solicitor

