

LR5. Prescribed Statements etc.	LR5.1 Statements prescribed under
LR1. Date of Lease	23 rd May 2012
LR2. Title Numbers(s)	LR2.1 Landlord's Title Number(s) P217289 and P174513 LR2.2 Other Title Numbers
LR3. Parties to this Lease	Landlord THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY (registered charity number 205846) whose principal office is at Heelis, Kemble Drive, Swindon, Wiltshire, SN2 2NA Tenant including 30 th September 2037 REACH PARISH COUNCIL , whose registered office is at 20 Fair Green Reach Cambridge CB25 0JD
LR6. Term for which the Property is leased	
LR7. Premium	
LR8. Prohibitions or restrictions on disposing of this Lease	Other Parties This Lease contains a provision that prohibits or restricts dispositions
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. See Clause 1 of this Lease. The interests set out in Clause 4 of this Lease are excluded from the definition of the Property
LR9. Rights of Acquisition etc	LR9.1 Landlord's contractual rights to acquire this Lease
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property	None

<p>LR5. Prescribed Statements etc.</p>	<p>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.</p> <p>See Clause 3.2 of this Lease</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p>
<p>LR6. Term for which the Property is leased</p>	<p>From and including 1st October 2012</p> <p>To and including 30th September 2037</p>
<p>LR7. Premium</p>	<p>None</p>
<p>LR8. Prohibitions or restrictions on disposing of this Lease</p>	<p>This Lease contains a provision that prohibits or restricts dispositions</p>
<p>LR9. Rights of Acquisition etc</p>	<p>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</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this Lease</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease</p>
<p>LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property</p>	<p>None</p>

<p>LR11. Easements</p>	<p>LR11.1 Easements granted by this Lease for the benefit of the Property</p> <p>These easements are set out in Clause 4.2</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other Property</p> <p>These easements are set out in Clause 4.1</p>
<p>LR12. Estate rentcharge burdening the Property</p>	<p>None</p>
<p>LR13. Application for standard form of restriction</p>	<p>The Parties to this Lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]</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>OR</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>OR</p> <p>[The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i>]</p>

THIS LEASE is made the 23rd day of May 2012

Between:

The National Trust for Places of Historic Interest or Natural Beauty (registered charity number 205846) of Heelis, Kemble Drive, Swindon, Wiltshire, SN2 2NA ("the Landlord"); and

Reach Parish Council 20 Fair Green, Reach, Cambridge, CB25 0JD ("the Tenant")

1. DEFINITIONS

In this Lease the following words have the following meanings:

'Access Way'	The access track shown coloured brown on the Plan
'Adjoining Land'	The Landlord's adjoining or neighboring land shown shaded green on the Plan
'Landlord'	The party named as the Landlord in clause LR3 of this Lease
'Landlord's initial service address'	National Trust, East of England Regional Office, Westley Bottom, Bury St Edmunds, Suffolk, IP33 3WD
'Member of the Local Community'	Any person whose principal place of residence is in the Parish of Reach, Cambridge
'Permitted Use'	Use of the Property for the purposes of carrying on the following activities by Members of the Local Community and their invited guests: (i) establishing and maintaining and using a community orchard for the cultivation of fruit and crops for consumption by Members of the Local Community; (ii) establishing and maintaining and using a community coppice for the cultivation of timber for consumption by Members of the Local Community; (iii) laying out and using a cricket ground for playing amateur cricket; (iv) horticultural therapy; (v) astronomical observation; and, (vi) laying out and using a ménage

and at no time shall any such activities be carried on as a trade or business or with a view to Profit

'the Plan'

The plan attached to this Lease



Property: Wicken Fen
Title: Land at Reach

Scale: 1:3,500 at A4

Date: 03/05/2012



East of England Regional Office
Westley Bottom, Bury St Edmunds IP33 3WD
Telephone 01264 747500



'Property'	The land at Reach, Cambridgeshire as shown edged red on the Plan and comprising approximately 4.91 hectares
'Profit'	The amount of any income received from Permitted Use remaining after deduction of all costs incurred in establishing, laying out and maintaining the Property
'Rent'	Ten pounds (£10) per year, payable in advance
'Rent Commencement Date'	1 st October, 2012
'Rent Payment Dates'	1 st October in each year
'Services'	gas electricity water drainage wasted soil telephone telecommunications radio and other services of whatever nature
'Service Apparatus'	All pipes wires cables sewers drains gulleys water courses flues rainwater goods and other similar conduits and other installations for supplying services
'Tenant'	The party named as the Tenant in clause LR3 of this Lease.
'Term'	A term of twenty five years from and including 1 st October 2012 To and including 30 th September 2037
'VAT'	Value Added Tax or any tax levied in substitution for or supplemental to it

2. INTERPRETATION

In this Lease:

- 2.1 'The Tenant' means the tenant named above or anyone to whom the lease has lawfully been transferred;
- 2.2 Whenever the Tenant is more than one person or body all the obligations of the Tenant in this Lease can be enforced against all of the people or bodies jointly and against each individually;
- 2.3 A reference to an Act of Parliament refers to that Act as it applied at the date of this Lease and any later amendment or re-enactment of it;

- 2.4 Any words importing one gender shall include the other gender
- 2.5 Where the Tenant agrees not to do something that includes an agreement not to give permission for someone else to do that thing
- 2.6 Except as otherwise provided for in this Lease, any payments or service provided and referred to in this Lease shall be exclusive of VAT and VAT shall, where chargeable, be paid in addition;
- 2.7 A right reserved to the Landlord to enter the Property includes the right for anyone authorised by the Landlord to enter the Property for the relevant purpose, and to bring on to the Property machinery and other equipment Subject always to clause 4.1.4 hereof;
- 2.8 Headings are included for ease of reading only and do not affect the meaning of any provision in this Lease.

3. LETTING

- 3.1 The Landlord lets the Property to the Tenant for the Term subject to all rights covenants and other matters affecting the Property and the Tenant agrees to pay the Rent and comply with the other obligations on the part of the Tenant set out in this Lease;
- 3.2 The Property is held by or in trust for a charity by the Landlord, a non-exempt charity but this Lease is one falling within paragraph (a) of section 36 (9) of the Charities Act 1993.
- 3.3 The Landlord hereby certifies that IT has power under the National Trust Acts 1907-2007 to grant this lease and it has complied with section 36 of the Charities Act 1993 so far as is applicable to it.

Landlord's obligation

- 3.4 So long as the Tenant complies with its obligations under this Lease the Landlord will allow the Tenant to possess and use the Property during the Term without interference from the Landlord or anyone who derives title from the Landlord (although this will not preclude the Landlord from taking action should the Tenant fail to pay the rent due or should the Tenant breach the provisions of this Lease).

4. RIGHTS RESERVED AND GRANTED

Rights reserved

- 4.1 The Property is let subject to the following rights which are reserved to the Landlord and all others entitled to exercise them:
- 4.1.1 The right to use all Service Apparatus now laid or to be laid on over or

under the Property and which currently serve adjoining or neighbouring land;

- 4.1.2 the right to the free flow of services through the Service Apparatus on over or under the Property;
- 4.1.3 the right to build on to or to develop and deal with any neighbouring property belonging to the Landlord in any way the Landlord wishes, even if this affects the light or air to the Property;
- 4.1.4 the right to enter the Property at all reasonable hours and upon providing a minimum of forty eight hours written notice (except in an emergency) in order to (at the Landlord's expense):
 - (i) inspect, maintain, connect into, clean, alter or add new Service Apparatus or security systems on over or under the Property;
 - (ii) inspect, maintain or carry out work to any neighbouring property where such works cannot reasonably be carried out without obtaining access to the Property;

Subject to such rights being exercised so as to cause as little damage as possible and making good any damage at the Landlord's cost

- 4.1.5 all existing rights of way (if any) across the Property;
- 4.1.6 the right to all archaeological or historical artefacts on or under the Property together with the right of entry subject always to clause 4.1.4 above to record and remove such artefacts;
- 4.1.7 all mines, minerals, quarries, stone, flints, chalk, gravel, sand, brick-earth, marl, moss, peat, turves, petroleum and substrata in or under the Property
- 4.1.8 all game, hares, wild birds listed in First Schedule to the Wildlife and Countryside Act 1981 (or added to that list) and all wild animals listed in the Fifth Schedule to that Act together with all nests, eggs and burrows and the exclusive right for the Landlord (and anyone authorised by the Trust) to hunt shoot and fish such animals and to take them from the Property.

Rights Granted

- 4.2 The Property is let together with the right in common with the Landlord and all others so entitled to use the Access Way on foot only (or with vehicles and machinery for reasonable establishment and maintenance works) to gain access to and from the Property. This right is conditional upon:

- 4.2.1 using the Access Way in such manner as to do as little damage as possible to the land over which it runs or any Service Media on, under or in it;
 - 4.2.2 remedying as soon as possible to the reasonable satisfaction of the Landlord any damage caused by the Tenant's use of the Access Way.
- 4.3 The Property is let with the right to park ten private motor cars on the Property.

5. PAYMENT OF RENT AND OTHER MONIES

Tenant's obligations

The Tenant must:-

- 5.1 pay to the Landlord,
 - 5.1.1. by direct debit if required by the Landlord, the Rent from the Rent Commencement Date by equal payments in advance on the Rent Payment Dates, (the first and last payments being proportionate sums if appropriate, and the first payment to be made on the date of this Lease);
 - 5.1.2 a fair proportion according to use of all reasonable costs incurred by the Landlord in connection with the maintenance of the Access Way
- 5.2 pay the Landlords reasonable and proper costs (including legal and surveyors fees) incurred in connection with the Tenant applying for any Landlord's consent or approval under this lease, whether or not it is granted;
- 5.3 pay all reasonable costs and expenses (including legal and surveyors fees) which the Landlord incurs in preparing and serving a notice under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order;
- 5.4 reimburse to the Landlord all costs, losses, claims, proceedings, expenses or other liability incurred by or brought against the Landlord and arising in any way from:
 - 5.4.1 any breach of the Tenant's obligations contained in this Lease;
or
 - 5.4.2 any act neglect default or omission by the Tenant or any person in the Property with the consent of the Tenant;
- 5.5 pay to the relevant authority or reimburse the Landlord for all rates,

utility bills, water and drainage charges, meter and standing charges and other general local or parliamentary taxes relating to the Property or the monitoring or inspection of the water supply or drainage system serving the Property.

6. CONDITION OF THE PROPERTY

Tenant's obligations

The Tenant must:-

- 6.1.1 ensure that the Property is kept at all times properly cultivated and keep the Property well maintained, free from noxious plants;
- 6.1.2 keep every hedge forming part of the Property properly cut and all ditches properly scoured and cleansed and keep all gates in good repair and working order;
- 6.1.3 keep in good repair and condition all fences boundary structures drives and paths on the Property;
- 6.1.4 allow the Landlord on 24 hours notice (save in an emergency) to enter the Property.

The Tenant must not:-

- 6.2.1 erect any fence building or structure of any kind on the Property (including sheds and greenhouses) or make or execute any such improvement without the prior written consent of the Landlord;
- 6.2.2 injure or damage the Property or any archaeological or historical structure or any path thereon or permit any injury or deterioration thereto or remove or alter any wall fence or other boundary feature;
- 6.2.4 use any barbed wire or other material or item on the Property which may be hazardous to others;
- 6.2.5 erect any mast or aerial on the Property or without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) and the consent of the local authority to fix to or display any sign, notice, board or advertisement .

7. USE OF THE PROPERTY

Tenant's obligations

The Tenant must:-

- 7.1.1 use the Property for the Permitted Use only, and not to carry on any

trade or business at the Property with a view to Profit;

- 7.1.2 take all reasonable steps to preserve and prevent the destruction of any wild birds whether or not included on the Wildlife and Countryside Act 1981 Schedule 2 (including their nests and eggs) and take all reasonable steps to preserve and promote the existence of all other wildlife;
- 7.1.3 In the event of the demise being registered by the Tenant as an agricultural holding for the purposes of the Government's Single Payment Scheme (SPS), to comply in full with all Cross Compliance requirements of that Scheme established under Council Regulation (EC) 1782/2003 for statutory management and keeping the Property in good agricultural and environmental condition;
- 7.1.4 obtain any permissions or consents that may be required to carry out the Permitted Use on the Property;
- 7.1.5 notify the Landlord forthwith of any treasure or archaeological or historical artefact or specimen found on the Property;
- 7.1.6 comply with any regulations and restrictions relating to the Permitted Use which the Landlord may reasonably specify from time to time;
- 7.1.7 use only the area shown coloured yellow on the plan for the purposes of a ménage.

The Tenant must not:-

- 7.2.1 sleep or reside at the Property or allow anyone else to sleep or reside there and shall not allow camping at any time
- 7.2.2. use the Property for any illegal immoral or offensive purpose nor for any act or thing which may be or become a nuisance to or cause damage or annoyance to the Landlord the owners or occupiers of neighbouring property or to the public;
- 7.2.3 hold any auction sale on the Property or use it for the purpose of a trade or business;
- 7.2.4 park or store any boats, trailers, caravans, tents or other mobile or portable living accommodation or any commercial vehicles on the Property, or any access way leading to the Property;
- 7.2.5 place or store or allow to remain on the Property any refuse, waste, furniture, equipment, material, machinery or other item which in the Landlord's reasonable opinion is likely to become untidy, unclean or unsightly;
- 7.2.6 keep or let loose any animal on the Property without the prior written

consent of the Landlord save for dogs and horses;

- 7.2.7 take sell or carry away any mineral gravel sand earth or clay;
- 7.2.8 use or permit the use of the Property for commercial photography or filming;
- 7.2.9 use or permit or suffer the use of any herbicides, pesticides artificial fertilisers or other products which are or may be hazardous to health on the Property unless the same are on the approved list of products endorsed for use within National Trust gardens woods and countryside issued from time to time and shall comply with any conditions regarding their use Provided that the Landlord will provide the approved list to the Tenant annually and any interim amending document as soon as reasonably practicable.
- 7.2.10 use any materials on the Property which could cause pollution or the contamination of the Property or of any adjoining property, water supply or the environment generally.

8. DEALING WITH THE PROPERTY

Tenant's obligations

- 8.1 The Tenant must not assign, underlet or part with or share possession or occupation of the Property except that this clause shall not prevent the carrying out of the Permitted Use on the Property so long as no person is allowed to exclusively occupy or possess any part of the Property

9. COMPLYING WITH LEGISLATION

Tenant's obligations

- 9.1 The Tenant shall:
- 9.1.1 comply with every Act of Parliament, order, regulation, law or bye-law relating to the Property or to the use of the Property by the Tenant;
- 9.1.2 if the Tenant receives any notice or other communication relating to the Property ('the Notice') from any authority acting (directly or indirectly) under an Act of Parliament:
- (a) promptly send a copy of the Notice to the Landlord;
 - (b) take all steps necessary to comply with the Notice and take any other action as may be required to comply with the Notice, including undertaking any necessary works or modifications to the Property.
- 9.1.3 (if the Landlord reasonably requires) join with the Landlord in making

representations about any proposed development of the Property or neighbouring property [where such development will adversely affect the Tenant's use and enjoyment of the Property.

9.2 The Tenant shall not:

- 9.2.1 apply for planning permission for the Property or make any application under any planning legislation from time to time in force (unless the Tenant first obtains the written consent of the Landlord, such consent not to be unreasonably withheld or delayed); or
- 9.2.2 carry out any development on the Property which requires planning permission except this shall not prevent the laying out of the ménage referred to in clause 7.1.7.

10. INSURANCE

Tenant's obligations

- 10.1 The Tenant must effect and throughout the continuance of this Lease keep in force adequate insurance cover against third party liability with a reputable insurance company in a sum of not less than Five Million Pounds or such other sum as may be agreed by the Landlord acting reasonably to cover all claims arising from exercise of the rights granted by this Lease or any negligence or default (including any breach or non-observance of any terms of this Lease) in connection with this Lease and on request produce to the Landlord the policy and the last receipt for the premiums paid.

11. NOTICES

Tenant's obligations

- 11.1 The Tenant shall send to the Landlord promptly any notice received concerning the Property or any neighbouring property (unless the notice was one which the Landlord had itself sent to the Tenant).

Other provisions

- 11.2 The Landlord and the Tenant agree that any notice given by either party to the other shall be either:
 - (i) left at the last known address of the party on whom the notice is being served; or
 - (ii) sent by post by registered or recorded delivery to the last known address of that party.

12. AT THE END OF THE TERM

Tenant's obligation

12.1 At the end of the Term (however it ends) the Tenant shall return possession of the Property to the Landlord, leaving the Property in the state in which this Lease requires the Tenant to keep it, the Tenant undertaking any necessary works of repair and removing chattels and rubbish as necessary.

Other Provisions

12.2 The parties agree that if at the end of the Term (however it ends) the Tenant has left any belongings in the Property the Landlord shall be entitled after providing written reasonable notice to the Tenant to remove and dispose of any belongings left by the Tenant and to recover the reasonable costs of storage and sale from the proceeds, with any balance being paid to the Tenant.

12.3 Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

13. ENDING THE LEASE IF THE TENANT IS AT FAULT

The Landlord and the Tenant agree that:

13.1 the Landlord is entitled to re-enter the Property and end the Term of this Lease before it expires whenever:

13.1.1 the Tenant is thirty days or more late in paying any rent, following a demand in writing from the Landlord;

13.1.2 the Tenant has not complied with any material obligation in this Lease and has failed to remedy the breach having been given thirty days' notice in writing to do so by the Landlord;

13.1.3 the Tenant is adjudicated bankrupt, or an interim receiver is appointed of the property of the Tenant;

13.1.4 the Tenant enters into any arrangement or composition with or for the benefit of its creditors; or

13.1.5 the Tenant suffers any distress or execution to be levied on its goods or the Property.

13.2 On such entry the Term shall end but the re-entry by the Landlord does not cancel any outstanding obligation which the Tenant owes to the Landlord.

14. LANDLORD AND TENANT ACT 1954

The parties agree that:

- 14.1 the Landlord has served on the Tenant a notice in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order");
- 14.2 the Tenant has made a statutory declaration in the form set out in paragraph 8 of Schedule 2 to the Order;
- 14.3 the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall not apply to this Lease.

15. REGISTRATION OF THIS LEASE

Tenant's obligations

15.1 The Tenant shall:

- 15.1.1 as soon as practicable following the grant of this Lease apply to the Land Registry for registration of this Lease and registration of the easements contained in this Lease;
- 15.1.2 as soon as practicable after completion of such registration provide the Landlord with an official copy of the title register and the title plan;
- 15.1.3 as soon as practicable after this Lease ends apply to the Land Registry to close the registers of title for this Lease and to remove any notice of this Lease and any easements granted from the registers of the Landlord's title.

Other provisions

- 15.2 The Parties agree that if the Tenant fails to comply with its obligation in clause 15.1.3 above the Landlord shall be entitled to apply to the Land Registry to close the registers of title for this Lease and to remove any notice of this Lease and any easements from the registers of the Landlord's title.

16. VARIOUS OTHER MATTERS

The parties agree that:

- 16.1 the fact that the Landlord accepts Rent from the Tenant shall not constitute a waiver of the Landlord's rights in relation to any breach by the Tenant of any of its obligations or conditions in this Lease, whether or not the Landlord knows about the breach;
- 16.2 except as expressly provided in this Lease, no provision of this Lease shall be enforceable by a third party who is not a party to this Lease;

- 16.3 if any provision of this Lease is held by any competent authority to be invalid or wholly or partly unenforceable the validity of the other provisions of this Lease and the remainder of the provision in question shall not be affected;
- 16.4 nothing in this Lease will imply or grant any easement or other right other than as expressly set out in this Lease;
- 16.5 nothing in this Lease is to imply or warrant that the Property may lawfully be used or is physically suitable for the Permitted Use.

SCHEDULE 1 Rent Review

Definitions

'Initial Rent'	£10 per annum
'Base Month'	October 2012
'First Review Date'	The 1 st day of October 2017
'the Index'	The Retail Prices Index
'Review Dates'	the First Review Date and every fifth anniversary of the First Review Date and references to a 'Review Date' are references to any one of the Review Dates
'Review Period'	a period beginning on any Review Date and ending on the day before the next Review Date or the last day of the Term
'Revised Rent'	Such sum as ascertained in accordance with this Schedule

ASCERTAINING THE RENT

At each Review Date the Rent payable shall be revised and for the next Review Period shall be the Initial Rent but increased by such proportion as the figure shown by the Index shall at the time of each Review Date have risen above the figure shown by the Index for the Base Month

Provided that:

- 1 in the event of any change after the date of this Lease in the reference base used to compile the Index the figure taken to be shown in the Index shall be the figure which would have been shown in the Index if the reference base current at the date of this Lease had been retained; and/or
- 2 if due to any change in the methods used to compile the Index (or for any other reason) it shall become impossible to calculate the Revised Rent by reference to the Index or if any dispute or question shall arise regarding the amount of the Revised Rent or the effect of this clause the matter shall be determined by a single arbitrator in accordance with the Arbitration Act 1996. The arbitrator shall have full power to determine what would have been the increase in the Index had it continued on the reference base as at the date of this Lease given the information assumed to be available for the operation of this Schedule.

Executed as a deed by affixing the)
Common seal of THE NATIONAL)
TRUST FOR PLACES)
OF HISTORIC INTEREST)
OR NATURAL BEAUTY)
in the presence of:-)



Authorised Signatory *R. Pauland*

Number in Sealing Register 17.624

Executed as a deed of REACH PARISH)
COUNCIL by:

M. J. Krawling
.....
Chairman

D. Nacey
.....
Secretary

in the presence of:-)

GLYNIS WHAYMAN
G Whayman

Dated

23rd

May

2012

THE NATIONAL TRUST

-and-

REACH PARISH COUNCIL

LEASE

Of

land at Reach, Cambridgeshire