

DATED

18th October 2017

LEASE

relating to

LAND AT HASSACARR LANE PUMPING STATION, DUNNINGTON, YORK

between

YORKSHIRE WATER SERVICES LIMITED

and

DUNNINGTON PARISH COUNCIL

REF: MS/YWS130/192

Clauses prescribed by the Land Registration Rules 2003

LR1	LR1. Date of lease	8 th October 2017
LR2	Title number(s)	<p>LR2.1 Landlord's title number(s): NYK338505 Title number(s) out of which this lease is granted.</p>
		<p>LR2.2 Other title numbers Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made</p>
LR3	<p>Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and if appropriate, the registered number in England and Wales including any prefix.</p>	<p>Landlord YORKSHIRE WATER SERVICES LIMITED (Company registration number 02366682) whose Registered Office is at Western House Halifax Road Bradford West Yorkshire BD6 2SZ</p>
		<p>Tenant JENNIFER MARY BROOKS of 21 Water Lane, Dunnington, York, YO19 5NP and STUART IRWIN KAY of 13 Church Street, Dunnington, York, YO19 5PP as Trustees for Dunnington Parish Council</p>
		<p>Other parties Specify capacity of each party, for example "management company", "guarantor", etc.</p>

LR4	<p>Property</p> <p>Insert a full description of the land being leased</p> <p>or</p> <p>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</p> <p>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</p>	<p>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</p> <p>See clause 1.1</p>
LR5	<p>Prescribed statements etc.</p> <p>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</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>LR5.2 This lease is made under, or by reference to, provisions of: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996</p>
LR6	<p>Term for which the Property is leased</p> <p>Include only the appropriate statement (duly completed) from the three options</p> <p>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules</p>	<p>See clause 1.1</p>

	2003	
LR7	Premium Specify the total premium, inclusive of any VAT where payable.	
LR8	Prohibitions or restrictions on disposing of this lease Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.	THIS LEASE CONTAINS A PROVISION THAT PROHIBITS OR RESTRICTS DISPOSITIONS
LR9	Rights of acquisition etc. Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	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 Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.	NONE

LR11	<p>Easements</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>See Clause 3</p>
		<p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>See Clause 4</p>
LR12	<p>Estate rentcharge burdening the Property</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</p>	<p>NONE</p>
LR13	<p>Application for standard form of restriction</p> <p>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</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>
LR14	<p>Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p>	<p>The Tenant is more than one person – They are to hold the Property on trust in accordance with the constitution of Dunnington Parish Council</p>

	<p>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</p>	
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This lease is dated

18th October 2017

HM Land Registry

Title number: NYK 338505

Administrative area: York, North Yorkshire

PARTIES

- (1) **YORKSHIRE WATER SERVICES LIMITED** incorporated and registered in England and Wales with company number 2366682 whose registered office is at Western House, Halifax Road, Bradford BD6 2SZ (**Landlord**).
- (2) **JENNIFER MARY BROOKS** of 21 Water Lane, Dunnington, York, YO19 5NP and **STUART IRWIN KAY** of 13 Church Street, Dunnington, York, YO19 5PP as trustees for **DUNNINGTON PARISH COUNCIL**
(Tenant).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at the rate of £1.00 per annum (if demanded) which shall be exclusive of any VAT properly chargeable on it.

Break Date: the 10th anniversary of today's date

Break Notice: written notice to terminate this Lease on the Break Date specifying the Break Date and served in accordance with clause 23

Contractual Term: a term of 21 years beginning on, and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Interest Rate: the base rate from time to time of National Westminster Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Hassacarr Land Pumping Station registered at HM Land Registry with title number NYK 338505 and shown edged blue on the Plan.

LTA 1954: Landlord and Tenant Act 1954.

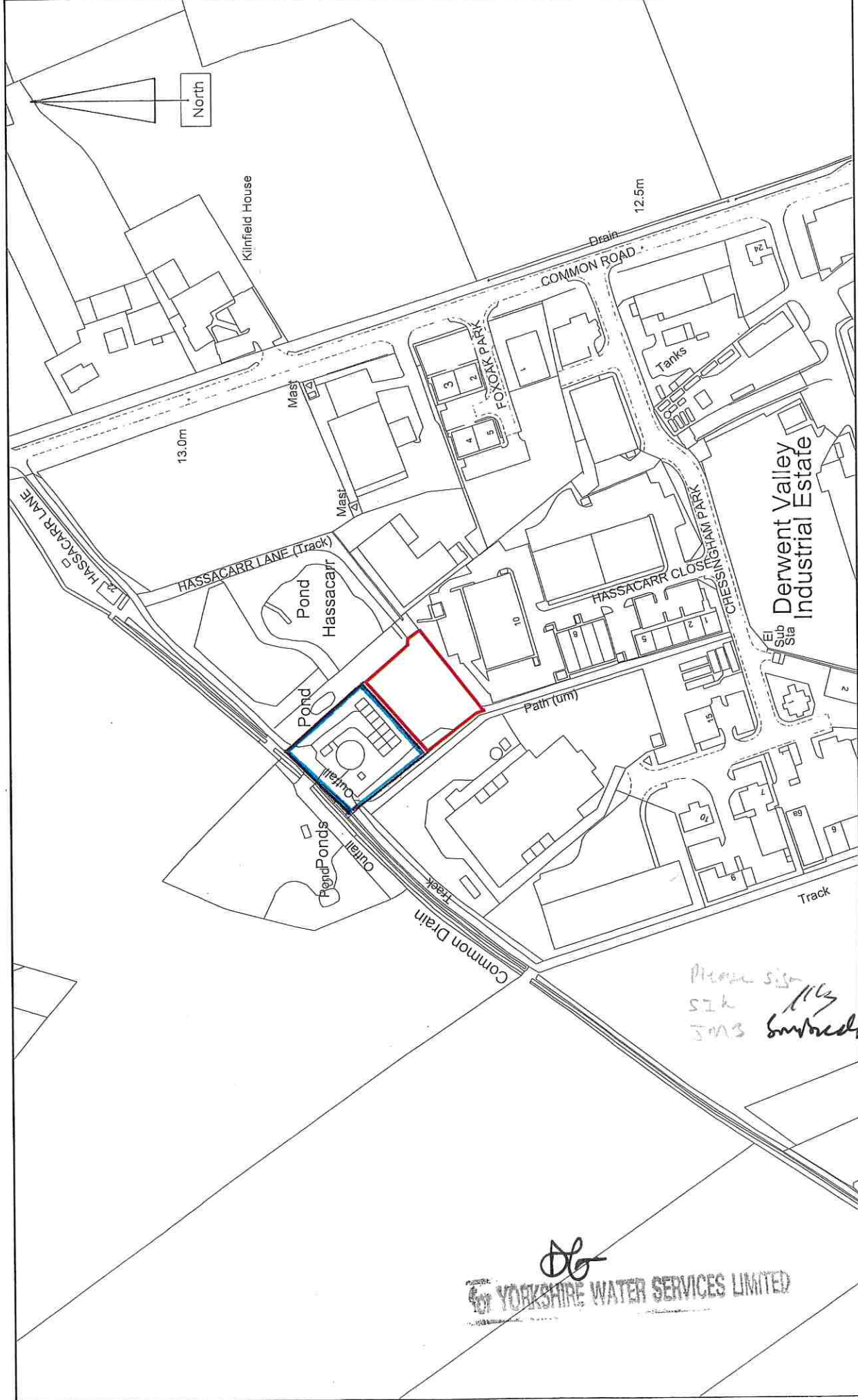
Permitted Use: The use of the Property as a nature reserve.

Plan: the plan attached to this lease marked "Plan".

Property: land adjacent to Hassacarr Lane Pumping Station, known as Alder Wood, Dunnington, York shown edged red on the Plan.

Rent Payment Dates: The date of this Lease and each subsequent anniversary

Service Media: all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media.



Date Requested : 08/09/2016, 08:52:22
 Date Generated : 08/09/2016, 08:52:23
 Scale : 1:2500
 The position and depth of any YW apparatus shown on this map are approximate only.
 UPN: Undefined
 Originator: Steffi Laverick,



Please sign
 SIK
 JMB
 [Signature]

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Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in Landlord's title number NYK338505.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.7 A reference to the **end of the term** is to the end of the term however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales.
- 1.9 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 Unless the context otherwise requires, any words following the term **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 A reference to **writing** and **written** excludes fax and email.
- 1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 1.20 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

2. GRANT

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to use any Service Media currently existing that belong to the Landlord and serve the Property

- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.
- 3.4 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.
- 3.5 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Landlord's Neighbouring Property and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:
- (a) the right to use, for the benefit of the Landlord's Neighbouring Property, all roads, tracks, paths and other rights of way across the Property;
 - (b) the right to use and to connect into Service Media on the Property which are in existence at the date of this lease, or which are installed or constructed during the term, for the benefit of the Landlord's Neighbouring Property;
 - (c) the right to lay, repair, maintain, renew, inspect, replace or reroute any Service Media on the Property for the benefit of the Landlord's Neighbouring Property;
 - (d) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;
 - (e) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property
 - (f) the right to fix to, and keep at, the Property any sale or re-letting board as the Landlord reasonably requires;
 - (g) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:

- (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;
- (h) the exclusive right to all treasure or archaeological artefacts discovered on the Property;
- (i) the right to extract water from any watercourse on or beneath the surface of the Property;
- (j) the right to pass effluvia and vibrations from the Landlord's Neighbouring Property over under or through the Property;
- 4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.
- 4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:
- (a) physical damage to the Property; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Rights.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

6. ANNUAL RENT AND OTHER PAYMENTS

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by equal instalments in advance on or before the Rent Payment Dates and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including the date of this lease until the day before the next Rent Payment Date.

- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 6.3 The Tenant shall pay (if applicable) all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 6.4 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.5 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 6.6 The Tenant shall pay the reasonably and properly incurred costs and expenses of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.
- 6.7 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.
- 6.8 The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. COMMON ITEMS

- 7.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of the Accessway and all Service Media, structures and other items used or capable of being used by the Property in common with other land.

7.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any accessway and any of those Service Media, structures or other items.

8. INSURANCE

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than £5 million or such higher sum as the Landlord may from time to time direct in writing. The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

9. VAT

9.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

9.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

10. USE, REPAIRS AND ALTERATIONS

10.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

10.2 The Tenant shall not:

- (a) use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;
- (b) do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property or the Landlord's Neighbouring Property;
- (c) obstruct any public road, footpath, right of way or any means of access to the Property;

- 10.3 The Tenant shall keep the Property and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good repair, order and condition and free from obstruction all Service Media on the Property.
- 10.4 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 10.3 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 10.3 shall be without prejudice to the Landlord's other rights, including those under clause 16.
- 10.5 The Tenant shall not:
- (a) damage or make any opening in the boundary structure of the Property;
 - (b) install or re-route any Service Media on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld; or
 - (c) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld and the Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.

11. COMPLIANCE WITH LAWS

- 11.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use of all Service Media at or serving the Property;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property.
- 11.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:
- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
 - (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

- 11.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent, not to be unreasonably withheld.

12. PROHIBITION OF DEALINGS

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

13. RETURNING THE PROPERTY TO THE LANDLORD

- 13.1 At the end of the term, the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and remove from the Property all chattels belonging to or used by the Tenant.

- 13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

14. INDEMNITY

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) the use of the Property in connection with the Permitted Use;
- (b) any breach of any tenant covenants in this lease; or
- (c) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

15. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord (subject to the provisions of Clause 4) or any person claiming under the Landlord except as otherwise permitted by this lease.

16. RE-ENTRY AND FORFEITURE

16.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable;
- (b) any breach of any condition or tenant covenant of this lease; or
- (c) an Act of Insolvency;

16.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

17. ENTIRE AGREEMENT

This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

18. NOTICES, CONSENTS AND APPROVALS

18.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.

18.2 If a notice complies with the criteria in clause 18.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

18.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

18.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

- 18.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.

- 18.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

19. RIGHTS OF THIRD PARTIES

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

20. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

22. EXCLUSION OF SECTIONS 24 TO 28 OF THE LTA 1954

22.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;
- (b) Stuart Irwin Kay who was duly authorised by the Tenant to do so made a declaration dated ^{1st October 2007} in accordance with the requirements of section 38A(3)(b) of the LTA 1954

*MRS
Stuart
Irwin Kay*

22.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

23. EXERCISE OF BREAK

The parties acknowledge the intention of the Tenant to ensure the property is granted local nature reserve status by Natural England (or its successor body) but in the event it does not:

- 23.1 The Landlord or Tenant may terminate this Lease by serving a Break Notice on the other 3 months before the Break Date
- 23.2 Following service of a Break Notice this Lease will terminate on the Break Date
- 23.3 Termination of this Lease on the Break Date shall not affect any other right of remedy that either party may have in relation to any earlier breach of this Lease

3854B

Executed as a deed by)
YORKSHIRE WATER)
SERVICES LIMITED)
acting by a director in) *Pamela Doherty*
the presence of:-)
Director

Annstie Conway
.....
Signature of witness

Name: *Annstie Conway*
Address: Western House, Halifax Road, Bradford, BD6 2SZ

Signed as a deed by)
JENNIFER MARY)
BROOKS in the presence)
of:-)

JMB⁰²
JMB⁰²

Signature of witness:

LIZ TURNBALL

Name of witness:

LIZ TURNBULL

Address of witness:

10 LIME TREE MEWS
DUNNINGTON
YO19 5SD

Signed as a deed by)
STUART IRWIN KAY)
in the presence of:-)

SIK⁷
SIK⁷

Signature of witness:

CAROL FARRAR

Name of witness:

CAROL FARRAR

Address of witness:

265 HUNTINGTON Rd
YORK YO31 9BR