

DATED

2015

The Most Noble Duke of Somerset CA Howeson  
and PR FitzGerald (1)

AND

The Parish Council of Maiden Bradley (2)

DEED OF SURRENDER AND REGRANT  
Recreation Ground  
Maiden Bradley

**WILSONS**  
Wilsons Solicitors LLP  
Alexander House  
St Johns Street  
Salisbury  
Wiltshire  
SP1 2SB

Tel: 01722 412412

Ref: SCP/A3305.13

THIS LEASE is made the \_\_\_\_\_ day of \_\_\_\_\_ 2015

**BETWEEN**

- (1) The Most Noble John Michael Edward Nineteenth Duke of Somerset DL Charles Arthur Howeson and Peter Robin FitzGerald all care of The Estate Office Berry Pomeroy Totnes Devon TQ9 6LR ("the Landlord")
- (2) The Parish Council of Maiden Bradley of \_\_\_\_\_ ("the Tenant")

**WHEREAS:**

- 1 The Tenant is the tenant of certain premises known as the Recreation Ground situate at Maiden Bradley as shown edged red on the plan attached to this Deed ("the Holding") pursuant to a Lease made between The Honourable John Michael Edward Seymour commonly called The Lord Seymour (1) and the Tenant (2) dated 3<sup>rd</sup> December 1973 ("the Tenancy") a copy of which is annexed to this Deed.
- 2 The reversion immediately expectant upon the determination of the tenancy under the Tenancy Agreement is now vested in the Landlord
- 3 The Tenancy remains vested in the Tenant

**NOW THIS DEED WITNESSES as follows:**

- 1 **The Surrender**
  - 1.1 In consideration of the covenants by the Landlord contained in this deed the Tenant with limited title guarantee hereby surrenders ALL THAT the Holding as the same is edged red on the plan annexed hereto to the Landlord with vacant possession to the intent that the Tenant's interest in the same shall forthwith become merged and extinguished in the freehold
  - 1.2 Subject to the terms of this deed the parties hereby release each other from all obligations claims and liabilities arising out of or in consequence of the Tenancy
  - 1.3 This Surrender shall so far as legally possible bind the parties their successors in title and assigns and any insolvency practitioner appointed in respect of the affairs of either of them

## 2 Re-grant

- 2.1 In consideration of the covenants by the Tenant in this deed, the Landlord hereby lets the Holding to the Tenant on a tenancy for a term of [ ] years ("the New Tenancy") commencing on 30<sup>th</sup> September 2015 yielding and paying the yearly rent of Ten Pounds (£10) per annum ("Rent") payable annually in advance the first of such payments to be made on the 29<sup>th</sup> September 2015
- 2.2 This New Tenancy is subject to the terms conditions covenants and provisions contained in the Tenancy (and except as modified by clauses set out below) as if the same had been repeated therein

## 3 Existing Lease

- 3.1. Clause (2) shall be deleted and replaced by:

"To pay all existing and future rates and outgoings of whatsoever nature imposed or charged upon the Property or upon the owner or occupier in respect thereof or payable by either in respect thereof"

- 3.2. Clause (4) shall be deleted and replaced by:

"Not to erect or permit to be erected or bring upon the Property any buildings of a temporary or permanent nature or any equipment other than that required in connection with the use of the Property as a childrens' playground and sports ground or for housing such equipment"

- 3.3. Clause (5) shall be deleted and replaced by:

"Not to assign underlet or part with possession of the Property or any part thereof"

- 3.4. Clause (7) shall be deleted.

- 3.5. The following new clauses shall be added:

3.5.1. To keep any equipment on the Property in a good and safe state of repair and condition

3.5.2. To make good any damage to the remainder of the Property as a result of the use of the Property as a childrens' playground and sports ground

3.5.3. Not to break up or damage the Property except for the purpose of drainage or relaying the turf if such are proved necessary

3.5.4. Not to cut down damage or injure any trees on the Property except in the proper course of cultivation and good management

3.5.5. To comply with the terms of every Act of Parliament order regulation bye-law rule licence and registration authorising and regulating how the Property is used and to obtain renew and continue any licence or registration which is required

3.5.6. Not to do or permit or suffer to be done upon the Property any act or matter or thing which might be or grow to be a nuisance annoyance or disturbance to the Landlord or their tenants except in so far as is reasonable for the purpose for which the Lease is granted and in particular to take all reasonable precautions to prevent the children or any of them attending the said School from straying on to or doing damage to the adjoining or neighbouring land of the Landlord

3.5.7. Not to use the Property for any noxious offensive or dangerous trade business or pursuit not for any illegal or immoral act or purpose nor for any public exhibition or show or political meeting and not to hold any sales by auction and not to allow on the Property anything which is or may become dangerous offensive combustible inflammable radioactive or explosive

3.5.8. Not to exhibit or permit or suffer to be exhibited on any part of the external rails or fences thereof any placard poster signboard or other advertisement except such as shall previously have been approved in writing by the Landlord or its surveyor for the time being

3.5.9. To take out and maintain suitable insurance cover against the Tenant's use and occupation of the Property (in a sum not less than £ ) against all public liability and all other third party risks as may be necessary in connection with injury (and death) to any person or physical damage to any property (whether belonging to the Landlord

any occupier or any third party) arising out of the use by the Tenant of the Property and to produce on demand a copy of the Tenant's policy and the endorsement showing that the premium has been paid and upon the Landlord's written request to allow the Landlord or the Landlord's agent to inspect the insurance documents

3.5.10. To indemnify the Landlord against all liability incurred including costs claims actions and proceedings and demands by any third party arising indirectly or directly out of or as a result of the use by the Tenant of the Property for the purposes permitted by this lease

**3.5.11. Break Clause**

Either party may terminate this lease at any time by serving at least twelve month's written notice on the other party and on the expiry of such notice the Term shall cease and determine immediately but without prejudice to any rights or remedies that may have accrued

3.5.12. At the end or sooner determination of the term to deliver up the Property to the Landlord in good order and condition in accordance with the covenants on the part of the Tenant herein contained and if so required by the Landlord to remove any equipment there may be belonging to the Tenant and make good all damage arising as a result

3.5.13. Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Property may be used for the use allowed by this lease under the Planning Acts and the Tenant acknowledges that the Landlord has not given or made any representation or warranty that such use is or will be or will remain a permitted use under the Planning Acts

3.5.14. Any disputed matter referred to arbitration under this lease is to be decided by arbitration under the Arbitration Act 1996 by a single arbitrator appointed by the parties to the dispute. If they do not agree on that appointment, the then President of the Royal Institution of Chartered Surveyors may appoint the arbitrator at the request of either party

IN WITNESS whereof the Lease and Counterpart have been executed the day and year first before written

Signed as a deed by the said  
**The Most Noble John Michael Edward  
Nineteenth Duke of Somerset DL**  
In the presence of

Signed as a deed by the said  
**Charles Arthur Howeson**  
In the presence of

Signed as a deed by the said  
**Peter Robin FitzGerald**  
In the presence of

Signed as a deed by  
**And** on behalf of the  
**Parish Council of Maiden Bradley**  
in the presence of: