

DATED

29 April

2013

Englefield Estate Trust Corporation Limited (1)

Mortimer Parish Council (2)

LEASE

of

Land adjacent to St. Mary's Churchyard, Mortimer



BLANDY & BLANDY
solicitors

Blandy & Blandy LLP
1 Friar Street
Reading
RG1 1DA

Ref: CJS/ENG/1/861

PRESCRIBED CLAUSES

LR1. DATE OF LEASE

29 April 2013

LR2. TITLE NUMBERS

LR2.1 Landlord's title number(s)

BK404444

LR2.2 Other title numbers

None

LR3. PARTIES TO THIS LEASE

Englefield Estate Trust Corporation Limited
Company Number: 02065923
Address: Estate Office, Theale, Reading Berkshire RG7 5DU

Tenant Mortimer Parish Council

Address: ~~Mead House Pitfield Lane Mortimer RG7 2EX~~ JK

Other parties: 27 Victoria Road Mortimer Reading RG7 3SH

None

LR4. PROPERTY

The property described in Part 1 of the First Schedule.

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.

LR5. PRESCRIBED STATEMENTS etc

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:*

None

LR5.2 *This lease is made under, or by reference to, provisions of:*

None

LR6. TERM FOR WHICH THE PROPERTY IS LEASED

The term as specified in this lease at Clause 1.1

LR7. PREMIUM

None

LR8. PROHIBITIONS OR RESTRICTIONS ON DISPOSING OF THIS LEASE

This lease contains a provision that prohibits or restricts dispositions.

LR9. RIGHTS OF ACQUISITION etc

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

None

LR11. EASEMENTS

LR11.1 Easements granted by this lease for the benefit of the Property:

The easements contained in Part 2 of the First Schedule

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property:

The easements contained in Part 3 of the First Schedule

LR12. ESTATE RENTCHARGE BURDENING THE PROPERTY

None

LR13. APPLICATION FOR STANDARD FORM OF RESTRICTION

The parties to this lease apply to enter the following standard form of restriction [against the

title of the Property/ against title number [:

None

THIS LEASE is made on the date and between the parties specified in the Prescribed Clauses and WITNESSES as follows:

1. LEASE DURATION & DEFINITIONS

1.1 Lease duration

The contractual term of this lease is the period of One hundred and fifty years (150) years from and including 29 April 2013 to and including 28 April 2163

1.2 Definitions

Unless the context requires otherwise, the following words when used in this lease have the meanings specified in this clause :

Arbitration	arbitration in accordance with clause 7.4
Base Rate	the base rate from time to time of Lloyds TSB Bank Plc or (if not available) such comparable rate of interest as the Landlord shall reasonably require
Conduit	any existing or future media for the passage of substances or energy and any ancillary apparatus attached to them and any enclosures for them
Contractual Term	the term specified in Clause 1.1
Encumbrances	the matters specified in Part 4 of the First Schedule (if any)
Group Company	a company which is a member of the same group of companies within the meaning of Section 42 of the Landlord and Tenant Act 1954
Insured Risks	Property owner's liability and third party insurance and such other risks or insurance as may from time to time be reasonably required by the Tenant (subject in all cases to such exclusions and limitations as may be imposed by the insurers) and Insured Risk means any one of them
LTCA 1995	the Landlord and Tenant (Covenants) Act 1995
Landlord	the person so named in Clause LR3 of the Prescribed Clauses and includes any other person entitled to the immediate reversion to this lease
Permitted Use	As a burial ground
Prescribed Clauses	the descriptions and terms set out in the clauses on the pages preceding this Clause 1 and headed Prescribed Clauses, which form part of this lease and are separately numbered LR1 to LR14
Planning Acts	the Town and Country Planning Act 1990, the Planning (Listed



Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, and the Planning (Consequential Provisions) Act 1990

Premises	the premises known as land adjacent to St. Mary's Churchyard, Mortimer as more particularly described in Part 1 of the First Schedule including any part of them, any alteration or addition to them and any fixtures and fittings in or on them
Principal Rent	Two Hundred and Fifty pounds (£250.00) per annum subject to review in accordance with the Second Schedule
Rent Commencement Date	29 April 2013
Rent Days	25 March, 24 June, 29 September and 25 December in every year
Rent Review Dates	On each tenth anniversary of the Rent Commencement Date
Review Date	each and any of the Rent Review Dates
Tenant	the person so named in Clause LR3 of the Prescribed Clauses and includes its successors in title
Term	the Contractual Term
VAT	Value Added Tax and any similar tax substituted for it or levied in addition to it

2. INTERPRETATION

In this lease unless the context requires otherwise:

- 2.1 If the Tenant is more than one person, their covenants are joint and several
- 2.2 Any reference to a statute includes any modification extension or re-enactment of it and any orders, regulations, directions, schemes and rules made under it
- 2.3 Any covenant by the Tenant not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done
- 2.4 If the Landlord reserves rights of access or other rights over or in relation to the Premises, those rights extend to persons authorised by the Landlord
- 2.5 References to the act or default of the Tenant include acts or default or negligence of anyone at the Premises with the Tenant's or any undertenant's permission or sufferance
- 2.6 The Index and Clause headings in this lease are for ease of reference only
- 2.7 References to the last year of the Term mean the year immediately prior to the expiration or earlier termination of the Term

- 2.8 References to a company include a limited liability partnership
- 2.9 The perpetuity period applicable to this lease is the Term or 80 years from the commencement of the Term (whichever is the shorter)
- 2.10 References to Costs include all claims, demands, proceedings, damages, losses and proper costs and expenses
- 2.11 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed except to the extent that any provision of this deed expressly provides to the contrary

3. DEMISE

3.1 Demise and rents

The Landlord DEMISES the Premises to the Tenant for the Contractual Term TOGETHER WITH the rights set out in Part 2 of the First Schedule EXCEPT AND RESERVING as mentioned in Part 3 of the First Schedule SUBJECT to the Encumbrances and to all rights enjoyed by the owners or occupiers of any neighbouring property over the Premises, the Tenant paying by way of rent during the Term without any deduction or counterclaim or set off (whether legal or equitable):

- 3.1.1 the Principal Rent and any VAT on it by equal quarterly payments in advance on the Rent Days, to be paid by Banker's Standing Order if the Landlord so requires, the first payment for the period from and including the Rent Commencement Date to (but excluding) the next Rent Day to be made on the Rent Commencement Date
- 3.1.2 the sums specified in Clauses 4.2 and 4.5 and any VAT on them
- 3.1.3 all Costs properly incurred by the Landlord as a result of any breach of the Tenant's covenants in this lease and any VAT on the Costs

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord throughout the Term or until released pursuant to the LTCA 1995 as follows:

4.1 Rents

To pay the rents reserved by this lease on the due dates

4.2 Interest

If the Landlord does not receive any sum due to it by the due date to pay on demand interest on such sum at 4 per cent above Base Rate (compounded on the Rent Days) from the due date until payment (both before and after any judgment), provided that this Clause shall not prejudice any other right or remedy for the recovery of such sum

4.3 VAT

- 4.3.1 Any payment or other consideration to be provided to the Landlord is exclusive of VAT

and the Tenant shall in addition pay any VAT chargeable on the date the payment or other consideration is due

- 4.3.2 Any obligation to reimburse or pay the Landlord's expenditure extends to irrecoverable VAT on that expenditure and the Tenant shall also reimburse or pay such VAT

4.4 Outgoings

To pay all existing and future rates, taxes, charges, assessments and outgoings in respect of the Premises (whether assessed or imposed on the owner or the occupier) except any tax (other than VAT on the rents) arising as a result of the receipt by the Landlord of the rents reserved by this lease and any tax arising on any dealing by the Landlord with its reversion to this lease

4.5 Utilities

To pay to the suppliers or to indemnify the Landlord against all charges for water, electricity, gas, telecommunications and other services consumed or used at or in relation to the Premises (including any meter rents and standing charges)

4.6 Tenancy regulations

To observe and perform the regulations set out in the Third Schedule (if any) and such amended regulations (not derogating from the Landlord's grant under this lease) as the Landlord may in the interests of good management require and notify the Tenant in writing from time to time

4.7 Encumbrances

To perform and observe the Encumbrances (if any) so far as they relate to the Premises

4.8 Repair

- 4.8.1 To keep and maintain the Premises (including the fence erected in accordance with clause 4.25) in good condition and to keep any building for which consent is given by the Landlord in accordance with Clause 4.14 hereof in good repair and condition

- 4.8.2 To keep those parts of the Premises (if any) as shall be designated landscaped areas and shown hatched green on the annexed plan properly tended, manured and cultivated, and to plant suitable trees, shrubs and bushes, and to replace any trees, shrubs or bushes which may perish and such landscaping carried out by the Tenant is to be done with the prior agreement of the Landlord

- 4.8.3 To make good any default under this Clause 4.8 within 2 months after the date of written notice from the Landlord (or sooner if the Landlord reasonably requires)

- 4.8.4 If the Tenant fails to comply with any such notice the Landlord may enter and carry out the work, and the cost properly incurred shall be reimbursed by the Tenant on demand as a debt

4.9 Cleaning