

DATED

11th March

2004

MALDON DISTRICT COUNCIL

- to -

THE TRUSTEES OF BURNHAM -ON-CROUCH SAILING CLUB

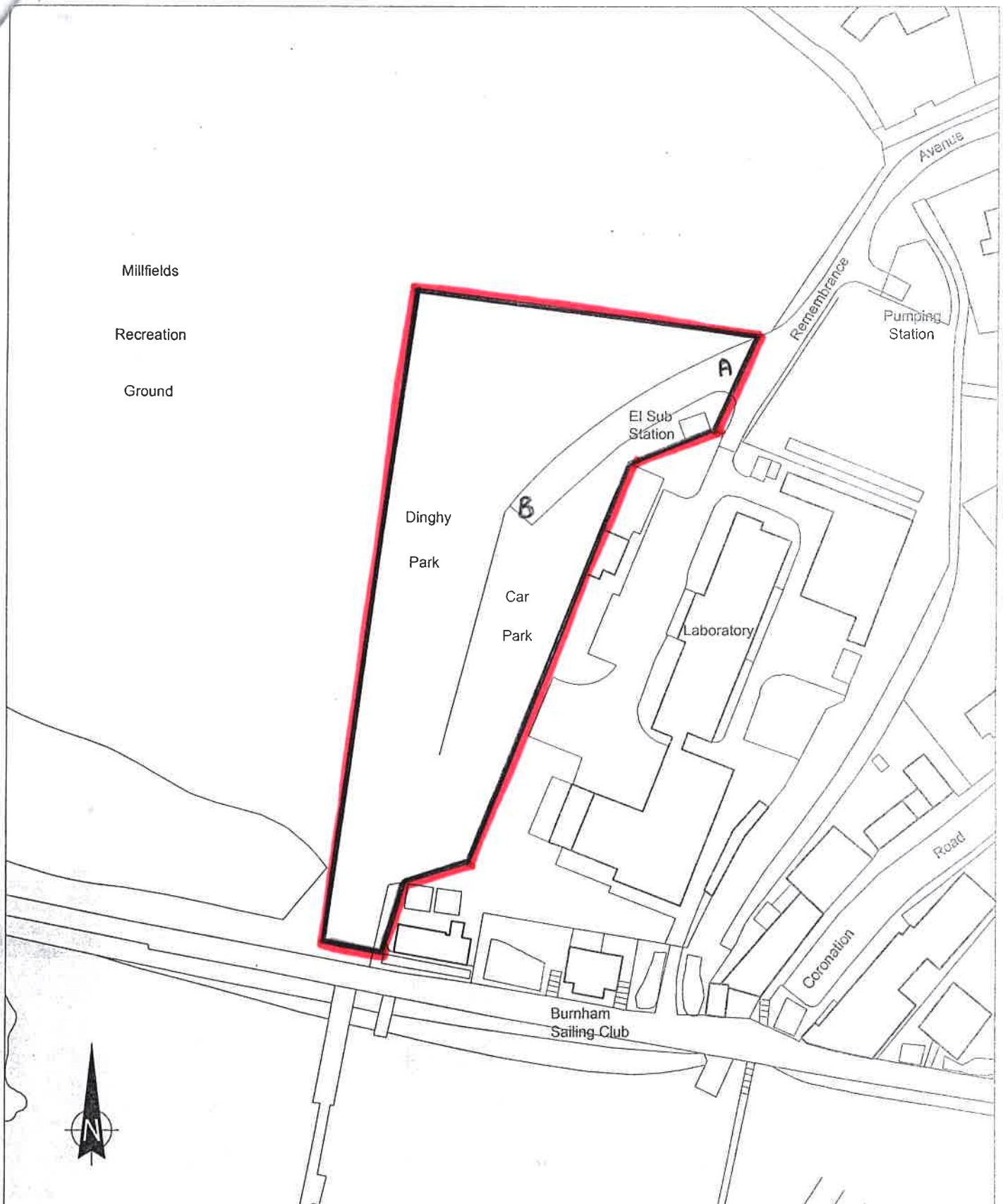
LEASE

- of -


Land for use as a Dinghy Park and Car Park
at Millfields, Burnham-on-Crouch
In the County of Essex

Avril Thain
Legal Executive
Maldon District Council
Princes Road Maldon
Essex CM9 5DL
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Lease.dinghy2003.doc 11-Feb-04



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Date	Title:	Maldon District Council Council Offices Princes Road Maldon Essex CM9 5DL	 Maldon District Council
DEC. 2003	DINGHY PARK & CAR PARK REMEMBRANCE AVENUE BURNHAM-ON-CROUCH	01621 854477	
Scale		Drg. No. ATS/411/01	
1:1000			

THIS LEASE is made the 11th day of March Two Thousand and Four

BETWEEN:

THE MALDON DISTRICT COUNCIL of Princes Road Maldon Essex CM9 5DL ("the Council") (1) and

ROBERT COLE of 29 Queens Road Burnham on Crouch Essex CM0 8DY

MURRAY PRIOR of 19 High Street Burnham on Crouch Essex CM0 8AG

JOHN MELLARD of Easter Cottage 7 Fernlea Road Burnham on Crouch Essex CM0 8EJ and **PETER MARCHANT** of 30 The Cobbins Burnham on Crouch Essex CM0 8QL the present Trustees of the Burnham-on-Crouch Sailing Club (The Trustees" which expression shall include the Trustees for the time being of the Club) (2)

WITNESSETH as follows: -

1. IN consideration of the rent and the Trustees' covenants hereinafter reserved and contained the Council **HEREBY DEMISES** to the Trustees **ALL THAT** piece or parcel of land situate in Burnham-on-Crouch aforesaid at the Council's playing fields which is with the dimensions thereof more particularly delineated on the plan annexed hereto ("the Plan") and thereon edged red ("the demised premises") **TOGETHER WITH** (a) a right of way on foot or with motor cars and other vehicles and trailers for the purpose of the use of the said land as a dinghy park and for the parking of cars and dinghy trailers and not for any other purpose whatsoever over and along the Council's private road between the points "A" and "B" delineated on the said plan together with the right to carry out such repair and maintenance thereof as the Trustees may wish and (b) a right of way over and along the part

of the seawall (including the embankment and concrete ramp) between the demised premises and The Promenade for the purposes of launching dinghies into the River Crouch together with the right to repair maintain and regrade the said ramp **TO HOLD** the same unto the Trustees from the First day of April Two Thousand and Four for the term of ten years paying therefor during the first year of the said term the yearly rent of Two Thousand Three Hundred Pounds (£2,300) exclusive of all outgoings and thereafter the yearly rate shall be increased on the first day of April each year (the "Review Date") in proportion to the annual increase (if any) in the Retail Price Index in the last calendar year prior to each Review Date such yearly rent to be paid by quarterly payments in advance on the First day of January, April, July and October in every year

2. THE Trustees for themselves and the survivors or survivor of them their and his assigns **HEREBY COVENANT** with the Council to observe and perform the provisions and stipulations contained in the Schedule hereto
3. THE Council **HEREBY COVENANTS** with the Trustees that the Trustees observing and performing the provisions and stipulations contained in the Schedule hereto shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it
4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED**

(1) That if the reserved rent or any part thereof shall be in arrear for Twenty One days (after a formal demand for such rent has been received by the Club) or if there shall be a breach of any provision or stipulation or if the Club shall cease to exist the Council may re-enter on the demised premises and thereupon the term hereby created shall forthwith determine without prejudice to the Council's rights and remedies in respect of any such breach

(2) The liability of the Trustees under this Lease is limited to the amount of the assets under their control in that capacity

5. CERTIFICATE

It is hereby certified that there is no agreement for lease to which this Lease gives effect

IN WITNESS whereof the Council has hereunto caused its Common Seal to be hereunto affixed and the Trustees have set their hands and seals to a Counterpart the day and year first before written

THE SCHEDULE

1. To pay the reserved rent on the days and in manner provided herein
2. To discharge all existing and future rates taxes drainage rates and outgoings whatsoever (excepting any taxes or other payments of a capital nature)
3. To maintain repair and replace as necessary the fence and gates on all boundaries to the demised premises to the satisfaction of the Council's Surveyor throughout the term of this Lease
4. To maintain the surface of the demised premises in a good and proper state of repair and condition suitable for the use of the demised premises as a dinghy park and for the parking of cars and dinghy trailers to the reasonable satisfaction of the Council's Surveyor
5. To permit the Council and its agents with or without workmen and associates at all reasonable times and on reasonable notice to enter upon and to examine the condition of the demised premises and for all other reasonable purposes and thereupon the Council may serve upon the Trustees notice in writing specifying any repairs necessary to be done by the Trustees in accordance with the covenants herein contained and require the Trustees forthwith to execute the same and if the Trustees shall not within twenty-eight days after the service of such notice proceed diligently with the execution of such repairs then to permit the Council or its agents to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the Trustees to the Council and be forthwith recoverable by action

6. To ensure that the demised premises shall be used only for the purposes of the Club as a dinghy park and for the parking of cars and dinghy trailers
7. Not to cause any obstruction to the said private road except so as to comply with the other terms of this Lease and Schedule
8. Not to erect any buildings on the demised premises unless expressly agreed in writing by the Council
9. Not to commit or permit or suffer to be committed in or upon the demised premises any waste spoil or destruction whether permissive voluntary or ameliorative
10. To effect forthwith and during the whole of the term hereby granted an insurance policy against public liabilities upon terms and conditions and with some insurance company reasonably approved by the Council and to produce the receipt for payment of each premium on the rent day next following the payment thereof
11. To observe the Council's bye laws relating to the playing fields so far as the same may be applicable to the use of the demised premises as a dinghy park and for the parking of cars and dinghy trailers

SIGNED AS A DEED by the)
 said **ROBERT COLE**)
 In the presence of:-)

SR Mitchell

Robert Cole

SIGNED AS A DEED by the)
 said **MURRAY PRIOR**)
 In the presence of:-)

SR Mitchell

Murray R. Prior

SIGNED AS A DEED by the)
said **JOHN MELLARD**)
In the presence of: -)

John Mellard

S.R. Mitchell

SIGNED AS A DEED by the)
said **PETER MARCHANT**)
In the presence of:-)

Peter Marchant

S.R. Mitchell