

ESSEX COUNTY COUNCIL (1)

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SHALFORD PARISH COUNCIL (2)

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Land at Shalford near Braintree in the County of Essex

C.J. Trowhill  
County Secretary  
Essex County Council  
P.O. Box 11  
County Hall  
Chelmsford  
Essex CM 1 1LX

Ref: C/SRW/HIGH/1226



- (i) Access to all parts of the demised land at all reasonable times with or without vehicles for the purpose of carrying out its obligations under clause 4 (1) and (2) of this Lease
- (ii) Access across the demised land at all reasonable times with or without vehicles for the purpose of gaining access to the adjoining surface water settlement pond the position of which is indicated on the plan annexed hereto and to the land known as Levelly Wood
- (iii) The right to enter the demised land and remove and replace existing gas extraction wells pipes and ancillary equipment in the event of such gas extraction wells pipes and ancillary equipment being defective or redundant provided that the Landlord shall make good any damage caused thereby to the demised land
- (iv) The right to enter the demised land and install additional gas extraction wells pipes and ancillary equipment provided that the Landlord shall make good any damage caused thereby to the demised land

3. THE Tenant hereby covenants with the Landlord as follows:-

- (1) Not to assign charge underlet part with possession or share possession of the demised land or any part or parts thereof
- (2) To use the demised land only as a Country Park
- (3) To maintain the demised land to the satisfaction of the Landlord with the exception of those items referred to in clause 4 (1) and (2) of this Lease which shall be the responsibility of the Landlord

- (4) To ensure that the demised land is open at all times to the general public for use as a Country Park
- (5) Not to erect on the demised land or any part thereof any building or structure without the written consent of the Landlord
- (6) Not to kindle or permit to be kindled any fire on the demised land
- (7) Not to permit the holding of barbecues on the demised land
- (8) Not to permit the dumping of refuse on the demised land
- (9) Not to permit the parking of caravans or camping on the demised land
- (10) Not to permit any vehicles on the demised land except for the purpose of carrying out maintenance to the demised land and for the purposes referred to <sup>in</sup> clause 2 of this Lease
- (11) Not to cut lop or top any trees or shrubs on the demised land without the Landlord's consent
- (12) To maintain the access to Levelly Wood to the Landlord's satisfaction
- (13) To advise the Landlord forthwith of any damage caused to the items referred to in clause 4 (1) and (2) of this Lease
- (14) To keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act omission or negligence of the Tenant or any persons on the demised land expressly or impliedly with the Tenant's authority or any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease

(15) To effect or cause to be effected and during the term of this Lease maintain public liability insurance with a reputable insurance office in the sum of at least Five Million Pounds (£5,000,000) in respect of claims arising from any one or more incidents and as evidence of these arrangements to arrange for the Landlord's standard Insurance Certificate to be completed and submitted to the Landlord

4. THE Landlord hereby covenants with the Tenant as follows:-

- (1) To keep the fences paths active gas abstraction system and all infrastructure on the demised land in good repair
- (2) To provide erect and maintain public information signs on the demised land
- (3) That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Tenant contained shall and may peaceably and quietly hold and enjoy the demised land throughout the said term

IN WITNESS WHEREOF the Landlord and the Tenant have caused their Common Seals to be hereunto affixed the day and year, first before written

THE COMMON SEAL of ESSEX )  
COUNTY COUNCIL was hereunto )  
affixed in the presence of: )

Attesting Officer

THE COMMON SEAL of )  
SHALFORD PARISH COUNCIL was )  
hereunto affixed in the presence of: )

Chairman

Parish Councillor