

As at 23 March 2009

OPEN SPACES

1. Land at Garden Way
 2. Land at Lapins Lane
 3. Land at Anson Avenue
-

- Lease runs from 29 February 2008 to 28 February 2058 (50 years)
- Parties to the lease - TMBC and KHPC
- Land Registry Title No K943758
- KHPC pays rent of £1 pa
- KHPC's maintenance obligations
 - i. Repair - keep sites clean, tidy and safe
 - ii. Maintain and repair children's play equipment and boundary treatments
 - iii. Remove diseased or dead trees and shrubs and replace with other suitable plants
- Public liability insurance of at least £5,000,000
- No council tax is payable
- Commuted sum of £73,715.47 received 29 February 2008
- This sum should be put into separate bank account
- The sum itself and any bank interest on the commuted sum funds the maintenance of the sites
- An annual written report of expenditure and works carried out in respect of the commuted sum should be sent to TMBC
- The original lease is held by Gullands.



**Administrative &
Property Services**

Ms Jill Hodgson
Clerk to Kings Hill Parish Council
The Kings Hill Community Hall
70 Gibson Drive
Kings Hill
West Malling
Kent ME19 4LG

Gibson Building, Gibson Drive *OPEN SPACES*
Kings Hill, West Malling
Kent ME19 4LZ

Switchboard 01732 844522
DX TMBC DX 92865 WEST MALLING
Minicom 01732 874958 (text only)
Web Site <http://www.tmbc.gov.uk>
Email property.services@tmbc.gov.uk

Contact Katie Fowler
Direct line 01732 876364
Email katie.fowler@tmbc.gov.uk
Fax 01732 842170
Your ref
Our ref PR/2869/KF/CEB
Date 14 December 2005

SUBJECT TO CONTRACT

Dear Jill

LEASEHOLD TRANSFER OF AMENITY AREAS AND CHILDREN'S PLAY AREA TO KINGS HILL PARISH COUNCIL

I am writing to you with regard to the afore-mentioned proposed leasehold transfer. Following the recent advertisement under the Local Government Act 1972, I am pleased to confirm that no objections to the proposed transfer were received. Accordingly we can now proceed with the lease of these areas to Kings Hill Parish Council.

It was agreed at the meeting of the Finance and Property Board on 13 July 2005 (copy of report enclosed) that the areas be leased to the Parish Council subject to the following conditions:

1. Areas to be leased are shown outlined in red on the enclosed plans.
2. Term: 50 year lease to be contracted out of the Landlord and Tenant Act 1954.
3. Rent: £1 p.a. if demanded.
4. Areas to be leased are to be used as public open space and childrens' play areas. No development is to be permitted on these areas, save for boundary treatment and provision of childrens' play equipment.
5. Kings Hill Parish Council is to be fully responsible for the upkeep and maintenance of these areas, which must be maintained to a good tidy standard at all times.
6. Kings Hill Parish Council is to be fully responsible for the upkeep, maintenance and replacement of play equipment. (I enclose a copy of an e-mail from my colleague in Leisure Services which provides an indication of possible future replacement costs.)
7. The lease is not assignable.

.../Cont'd.



8. There is no provision for sub-letting.
9. Kings Hill Parish Council will be responsible for removal of any diseased and/or dead shrubs and/or trees from these areas, replacing them with suitable replacement species.
10. Kings Hill Parish Council will be liable for all outgoings arising from their occupation of these areas.
11. Kings Hill Parish Council to indemnify the Borough Council against any claim arising from the use of these areas.
12. Commuted sums are to be transferred to Kings Hill Parish Council and are solely for the maintenance and upkeep of these areas only. The Parish Council to provide the Borough Council with an annual report in respect of the commuted sums transferred to them. The report is to be sent to the Director of Leisure Services annually on the lease commencement date.

Commuted sums to the end of 2004

Area	Balance of Commuted Sum Account
Lapins Lane	£11,181.24
Garden Way	£10,947.07
Anson Avenue/Play Area	£50,231.11

The above figures will be updated at the date of transfer.

13. Each party to bear their own costs.

I understand that you will be discussing the transfer of these areas at your meeting on 21 December. If you have any queries prior to or after your meeting, please do not hesitate to contact me.

If the Parish Council intends to instruct solicitors to act on their behalf, I would be grateful if you could let me have their details. Alternatively I will arrange for our Legal Services to send the draft documents to you direct.

Kind regards,

Yours sincerely

Katie Fowler MRICS
Estates Manager

C.C. Peter Wright, Director of Leisure Services

From: Chris Fox
To: John Dicker
Date: 07/12/05 14:36:52
Subject: Anson Road Capital Renewals Scheme

As request here are details for Anson Road play area. We have placed a 5 year estimated life on the Impact Absorbing Surfacing; 12 years estimated life on the play equipment; 11 years estimated life on the sign; and 6 years estimated life on the fence and gates. The site was according to these records installed in 1999. Based on this the following programme has been drawn up. The costs are based on the purchase cost annually uplifted by an index. The below costs, should give the Parish Council an idea of the financial provision that will need to be made should they chose to take on the site:

2006/07 £5980 to renew the Impact Absorbing Surface.
2011/12 £11,220 to replace all the play equipment.
2014/15 £4090 replace fencing gate and seats
2016/17 £5980 renew Impact Absorbing Surface
2017/18 £820 for the sign

All play area sites covered by the scheme inspected/ reviewed annually and work is only completed if there is a need to do it, these costs are therefore only an estimated of the costs required and do not in any case include general day to day maintenance and inspection costs.

It would be the norm to remove this site from the Capital Renewal Scheme once the handover to the Parish Council is complete, as the scheme only covers sites owned and managed by the Borough Council.

Parish Councils can as you know in any case, at present apply for a grant from the Borough Council to renew play equipment/ surfacing etc.

CC: Darren Lanes

LR1
Date of Lease 29 February 2008

LR2
Title number(s) K854584 K843928 and K843929

LR3
Parties to this Lease
Landlord
TONBRIDGE AND MALLING BOROUGH
COUNCIL
Gibson Building
Gibson Drive
Kings Hill
West Malling Kent ME19 4LZ
Tenant
KINGS HILL PARISH COUNCIL
The Kings Hill Community Hall
70 Gibson Drive
Kings Hill
West Malling Kent ME19 4LG

LR4
Property Three pieces of land at Lapins Lane
Anson Avenue and Garden Way
Kings Hill West Malling Kent
~~Tonbridge Kent~~

LR5
Prescribed statements None

LR6
Term for which the Property is
leased 50 years from 29 February 2008 until
28 February 2058

LR7
Premium None

LR8
Prohibitions or restrictions on
disposing of this Lease This lease contains provisions that prohibits or
restrict dispositions

LR9
Rights of acquisition

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
None

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

Yes – see the Schedule of the Lease

LR12
Estate rent charge burdening the Property

None

LR13
Application for standard form of restriction

None

LR14
Declaration of trust where there is more than one person comprising the Tenant

None

LEASE : Dated

29 February 2008

1. Particulars

Landlord

TONBRIDGE AND MALLING BOROUGH
COUNCIL
Gibson Building
Gibson Drive
The Air Station
West Malling Kent ME19 6LZ

Tenant

KINGS HILL PARISH COUNCIL
The Kings Hill Community Hall
70 Gibson Drive
Kings Hill West Malling
Kent ME19 4LG

the Premises

ALL THOSE three pieces of land at
Lapins Lane Anson Avenue and Garden Way
Kings Hill more particularly delineated and
edged red on the Plans

Contractual Term

Fifty years from and including the

27th day of February

Two thousand and eight until the

28th day of February 2058

Rent Commencement Date

29 February 2008

Rent

One pound (£1.00) per annum

2. Definition

- 2.1 For all purposes of this lease the terms defined in clauses 1 and 2 have the meanings specified
- 2.2 'the Plans' means the three plans annexed hereto
- 2.3 'the Planning Act' means the Town and Country Planning Act 1990
- 2.4 'commuted sums' means the sum of Seventy three thousand seven hundred and fifteen pounds and forty seven pence (£73,715.47)

Land Registry
Official copy of
title plan

Title number K843928
Ordnance Survey map reference TQ6654NE
Scale 1:1250
Administrative area KENT: TONBRIDGE AND
MALLING



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SEAL OF THE TOWN SEAL OF THE TONBRIDGE AND
MALLING BOROUGH COUNCIL was hereunto
affixed in due prosecution

CHIEF SOLICITOR

VICTORIA DR

Approx. Area = 1487m²



THE COMMON SEAL OF THE TONBRIDGE AND
MALLING BOROUGH COUNCIL was hereunto
affixed in the presence of:-


CHIEF SOLICITOR



PROPERTY SERVICES

Drawing Title

Leasehold Transfer Plan
Land At
Anson Avenue
Kings Hill

 = Land to be transferred

REVISIONS

Rev	Date	Description

Date OCT2005

Scale 1:1000@A4

Drawing No.

Rev

Land Registry
Official copy of
title plan

Title number K843929
Ordnance Survey map reference TQ6754NW
Scale 1:1250
Administrative area KENT: TONBRIDGE AND
MALLING



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15 16 17

LAMBOURNE DR



RUSSET WAY

GARDEN WAY

THE TOWN CLERK OF THE TONBRIDGE AND
MALLING BOROUGH COUNCIL was hereunto
called and produced

CHIEF SOLICITOR

3. Interpretation

- 3.1 The expressions 'the Landlord' and 'the Tenant' wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenants' successors in title respectively and any reference to a superior Landlord includes the Landlord's immediate reversioner (and any superior Landlords) at any time

4. Demise

The Landlord demises to the Tenant the Premises EXCEPTING AND RESERVING to the Landlord the rights specified in the Schedule hereto TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to all rights easements privileges restrictions covenants and stipulations contained or referred to in the registers for the Landlord's title numbers K854584 K843928 and K843929 at the date of this Lease so far as they affect the Premises YIELDING AND PAYING to the Landlord:

- 4.1 The Rent annually (if demanded)

5. The Tenants Covenants

The Tenant covenants with the Landlord:

5.1 Rent

- 5.1:1 to pay the rent on the days and in the manner set out in this lease and not to exercise or seek to exercise any right or claim to withhold rent or any right to claim to legal or equitable set-off

5.2 Outgoings and VAT

To pay and to indemnify the Landlord against:

- 5.2:1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the

Premises or upon the owner or occupier of them and excluding any payable by the Landlord occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this lease

5.2:2 VAT chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this lease

5.3 Repair

5.3:1 To clean the Premises and keep them in a clean tidy and safe condition

5.3:2 Not to deposit or permit to be deposited any waste rubbish or refuse on the Premises

5.3:3 To maintain and repair any childrens play equipment and boundary treatment

5.3:4 To remove any diseased or dead trees and shrubs and replace them with suitable species

5.4 Alterations

5.4:1 Not to make any alterations or additions to the Premises

5.5 Statutory Obligations

5.5:1 At the Tenants own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any requirement of any government department local authority or other public or competent authority acting in the exercise of their statutory or regulatory functions or court of competent jurisdiction

5.5:2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur or have imposed upon or become liable to pay any penalty damages compensation costs charges or expenses

5.5:3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on on the Premises

5.6 Access of Landlord

5.6:1 To permit the Landlord upon reasonable notice except in emergency

5.6:1.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed

5.6:1.2 to view the state and condition of the Premises

5.6:1.3 to give the Tenant a notice specifying any repairs cleaning or maintenance that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant immediately to execute the same

5.6:2 Immediately to repair cleanse and maintain the Premises as required by such notice

5.6:3 If within two months of the service of such notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses incurred by the Landlord within 14 days of a written demand

5.7 Alienation

Not to assign underlet or charge the whole or any part of the Premises

5.8 Nuisance etc. and restrictions

5.8:1 Not to do nor allow to remain on the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury

or damage to the Landlord or its Tenants or the owners or occupiers of adjacent or neighbouring properties

5.8:2 Not to use the Premises for any purpose other than as a public open space and childrens play area

5.8:3 Not to erect any buildings or structures on the Premises except boundary treatment and childrens play equipment

5.8:4 To use the commuted sums only for the maintenance and upkeep of the Premises and to provide the Director of Leisure of the Landlord with an annual report of expenditure and works carried out in respect of the commuted sums

5.9 Landlords Costs

To pay to the Landlord all costs fees charges disbursements and expenses reasonably incurred by the Landlord in relation to or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred by or in contemplation of proceedings under Sections 146 and 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

5.10 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

5.10:1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenants authority

5.10:2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject

5.10:3 Any injury or the death of any person or damage to any property movable or immovable by reason of or arising in any way directly or indirectly out of the repair state of repair condition or the user of or any alteration to the Premises save insofar as the same is caused by the negligence of the Landlord or any employee or agent of the Landlord

5.10:4 Any interference or alleged interference with or obstruction of any right or alleged right of light air drainage support or other right or alleged right benefiting any adjoining or neighbouring property

5.11 Yield Up

At the expiration of the Term to yield up the Premises in repair and in accordance with the terms of this lease

5.12 Statutory Notices

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority pursuant to its general statutory and regulatory functions within fourteen days of receipt and if so required by the Landlord to produce it to the Landlord and without delay take all necessary steps to comply with the notice direction or order and at the request and cost of the Landlord to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

5.13 The Planning Act

5.13.1 Not to commit any breach of planning control (such term to be construed as it is used in the Planning Act) and to comply with the provisions and requirements of the Planning Act that affect the Premises whether as to the user contained in clause 5.8:2 or otherwise and to indemnify and keep

the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention

5.13.2 At the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying on of the said user

6. The Landlords Covenants

The Landlord covenants with the Tenant:

6.1 Quiet enjoyment

To permit the Tenant peaceably and quietly to hold and enjoy the premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

6.2 To pay to the Tenant on completion of this Lease the commuted sums

7. Insurance

7.1 Tenant to insure

The Tenant covenants with the Landlord to maintain a policy or policies of insurance in respect of public liability in the sum of FIVE MILLION POUNDS or such higher amount or amounts as the Landlord may reasonably require and to provide details of such policy or policies to the Landlord when reasonably required and upon payment of the premium for such policy or policies to furnish evidence thereof to the Landlord to the intent that the Tenant shall to the extent of such insurance indemnify the Landlord against its liability (if any) for death or injury to persons or for damage to property (moveable or immoveable) caused by or in any way arising out of the condition and user of the Premises or any tenants fixtures and fittings or Tenants chattels therein or the act or default of the Tenant its servants licensees agents contractors or visitors

7.2 If at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (whether or not effected or maintained in pursuance of any obligation

contained in this lease) to apply all money received by virtue of such insurance in making good the loss or damage of which such money shall have been received

8. Provisions

8.1 Re-entry

If and whenever during the Term:

8.1:1 the rents (or any of them or any part of them) under this Lease are outstanding for fourteen days after demanded or

8.1:2 there is a breach by the Tenant of any covenant or other term of this Lease or

8.1:3 the Tenant goes into liquidation whether compulsory or voluntary (but not a voluntary winding up for the purpose of amalgamation or reconstruction of a solvent company) or a receiver manager administrative receiver or provisional liquidator is appointed or a petition is presented for a voluntary arrangement or a scheme of arrangement or

the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this Lease

8.2 Service of Notices

The provisions of Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease

8.3 Contracting Out

8.3:1 The Landlord served on the Tenant a notice dated 9 March 2006 in accordance with section 38A(3)a of the Landlord and Tenant Act 1954

8.3:2 A (statutory) declaration dated *20 November* 2007 was made by the Tenant in accordance with paragraph (3) (4) of Schedule 2 to the Regulatory Reform (Business Tenancies) England and Wales Order 2003

8.3:3 The provisions of Sections 24 to 28 (inclusive) of the Land and Tenant Act 1954 are excluded in relation to the tenancy created by this lease

8.4 Certificate

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

8.5 Landlord as local authority

Nothing contained in this Lease or done hereunder shall affect the powers of the Landlord as a local authority or in any capacity whatsoever under or by virtue of any public or local act order regulation statutory instrument or byelaw in operation from time to time nor relieve the Tenant from the necessity of obtaining all such licences approvals or consents (in respect of plans or otherwise) as may from time to time be requisite from the Landlord and nothing done by the Landlord in any such capacity as aforesaid under or by virtue of any such act order regulation statutory instrument or byelaw as aforesaid or in or about the exercise of any powers as aforesaid shall constitute a derogation by the Landlord effected by or in pursuance of this Lease

THE SCHEDULE

1. The right at any time during the Contractual Term at reasonable times and upon reasonable notice except in case of emergency to enter the Premises and to exercise any of the rights granted to the Landlord elsewhere in this Lease

IN WITNESS of which the Landlord and the Tenant have caused their hands and seals to be affixed to this Deed the day and year first above written

THE COMMON SEAL OF)
TONBRIDGE AND MALLING)
BOROUGH COUNCIL was)
affixed hereto in the presence of)



Chief Solicitor

Seal Book No 1560.....

Bower/le19 (Lease - Land-Lapins Lane)

