

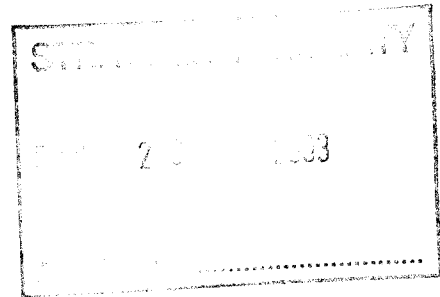
To: Head of Strategic Property
Environmental Planning Rural Environment (F.A.O. Ted Wooddisse)

108

S.P.'s File: PS/HSB/ETW/jw/176/H10/8

**PROPERTY REGISTER
NOTTINGHAMSHIRE
TENANCY AGREEMENTS, ETC**

Date of Lease: 25 April 2003
Deed Env. No.: ENV4043
Register No.: -
Parish: -
O.S. No.: -
OP. No.: -
Name of Tenant: Cotgrave Diamond Fishing Club



Brief Description and Area: Two Fishing Lakes at Cotgrave Country Park

Purpose: Lease of Fishing Rights

Consideration: One Peppercorn for first 3 years -
£600 per annum from 1st April 2006 –
Review dated 1st April 2009

Remarks: Copy Lease attached

Relevant Committee: Environment

UPRN: 62176

Conveyancer: LJB - 25 April 2003

Dated 25 April 2003

THE NOTTINGHAMSHIRE COUNTY COUNCIL

- and -

**The Trustees of
THE COTGRAVE DIAMOND FISHING CLUB**

L E A S E

**Fishing Rights at
Cotgrave Country Park**

Acting County Solicitor,
County Hall,
West Bridgford,
Nottingham.
NG2 7QP

THIS LEASE is made the 25th day of April 2003

BETWEEN (1) **THE NOTTINGHAMSHIRE COUNTY COUNCIL** of County
Hall West Bridgford Nottingham NG2 7QP ("the Owner") and (2) Mr M Parry
Mr W Johnson Mr J Price Mr W Johnson Snr being the present trustees of
the COTGRAVE DIAMOND FISHING CLUB of 164 Ringlease Cotgrave
Nottingham NG12 3PB ("the Tenant")

NOW THIS DEED WITNESSES as follows:

1 Definitions

In this lease:

- 1.1 'the Plan' means the plan enclosed with this lease
- 1.2 'the Ponds' means the two areas of water crossed hatched blue on
the Plan
- 1.3 'the Club' means the Cotgrave Diamond Fishing Club
- 1.4 'the Owner's Property' means the owner's adjoining land
comprising disused Colliery Tips and the Cotgrave Country Park
- 1.5 'the Fishing Rights' means the exclusive right to fish with rod and
line only from the Ponds
- 1.6 'the Fishing Area' means the banks of the Ponds shown with dark
blue dashed lines on the Plan
- 1.7 'the Term' means TEN YEARS from and including the 1st day of
April 2003
- 1.8 'Rent Commencement Date' means the 1st day of April
2003
- 1.9 'the Initial Rents'

1.9.1 one peppercorn (if demanded) for three years from the Rent Commencement Date

1.9.2 SIX HUNDRED POUNDS (£600.00) from the 1st day of April 2006

1.10 'Rent Review Date' means the 1st day of April 2009

1.10 'Rents' means the Initial Rents and the Rents ascertained in accordance with the Fourth Schedule

2 Demise

In consideration of the Tenants' covenants the Owner grants to the Tenants on behalf of themselves and the other members for the time being of the Club and their lawful visitors the Fishing Rights TOGETHER with the rights specified in the Fifth Schedule TO HOLD the same to the Tenants for the Term of Ten Years paying the Rents without any deduction by equal half yearly payments in advance on the 1st April and 1st October in each year of the term

3 Tenants' covenants

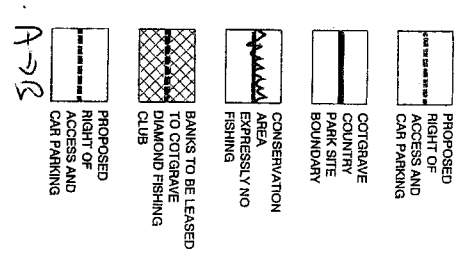
The Tenants jointly and severally covenant with the Owner that they and every member for the time being of the Club will comply with the conditions specified in the First Schedule

4 Owner's covenants

The Owner covenants with the Tenants to comply with the conditions specified in the Second Schedule

5 General

The provisions specified in the third schedule apply to the arrangements agreed between the parties



6 Successors

The expressions Owner and Tenants where the context so admits include their respective successors in title (which in the case of the Tenants means the trustees for the time being of the Club)

7 Stamp duty

We certify that there is no agreement for lease to which this gives effect

IN WITNESS whereof the parties hereto have caused their common seals to be hereunto affixed the day and year first before written

FIRST SCHEDULE

Tenants' Obligations

1 Rent

To pay the Rents on the days and in the manner specified

2 Rates

To pay all rates taxes and outgoings in respect of the Fishing Rights

3 Fish stocks

- 3.1 To protect and preserve the fish in the Ponds including spawn and young fish
- 3.2 To stock the Ponds seeking advice as to the correct stocking rates and species for the Ponds from the Environment Agency and to obtain Consent under Section 30 of the Salmon and Fresh Water Fisheries Act 1975 and to provide copies of such Consent(s) to the Owner prior to stocking the Ponds

- 3.3 To bear full and unconditional responsibility for any fish stocked within the Ponds and to bear all associated costs in relation to the fish stocks

4 Protection from litter and damage

- 4.1 To keep the Fishing Area free from litter and rubbish and at all times in a neat and tidy condition
- 4.2 Not to cause damage to the banks of the Ponds or the Fishing Area
- 4.3 To pay full compensation for any damage to the Fishing Area caused by the exercise of the Fishing Rights

5 Exercise of rights

- 5.1 To exercise the Fishing Rights and to use their best endeavours to ensure that the same are exercised by all members of the Club in a fair and sportsmanlike manner by fair rod and line angling and only during the proper Fishing seasons
- 5.2 To Fish only between sunrise and sunset during the proper Fishing seasons
- 5.3 Not to bring dogs into the Fishing Area

6 Nets

- 6.1 Not to attempt to capture or permit the capture of fish by netting except for the removal of stocked fish for the proper management of the Ponds
- 6.2 Nor to permit worming or minnowing

- 6.3 Not to use or permit to be used for the capture of fish any engine device or apparatus other than rods and lines with ordinary landing nets as auxiliary to them

7 Fishing by members

- 7.1 Not to permit the Fishing Rights to be exercised by any persons other than registered members of the Club not exceeding FORTY (40) in number
- 7.2 To issue to each member a membership card which if required must be produced to the Club Bailiff or the Owner or his authorised representative

8 Security

- 8.1 To provide a secure padlock to the Access Gate ("Access Gate") at the point marked "Temporary Access For Fishing Club" on the Plan and to allocate keys to all Club Members
- 8.2 To ensure the Access Gate is kept locked at all times
- 8.3 To nominate members of the Club to act as Bailiffs ("Club Bailiffs") to patrol and supervise on a regular basis the fishing activities in relation to the Ponds and in particular to ensure that fishing activity is restricted to members and that no other unauthorised or improper activity takes place in the Fishing Area

9 Claim by third party

To give immediate notice to the Owner if any third party under a claim of right or otherwise attempts to take fish from the Ponds and to permit the Owner at his own expense to use the name of the Tenants in any

proceedings against any unauthorised person attempting to capture fish in the Ponds

10 Assignment

Not to assign underlet or transfer the Fishing Rights or any part of them (except for the purpose of vesting the same in the trustees for the time being of the Club) or to grant licences to fish in the Ponds except to members of the Club

11 Byelaws

To comply with the fishery byelaws for the time being in force of the Environment Agency and of the local authority

12 Match fishing

Not to carry out or permit match fishing on the Ponds without written approval from the Owner

13 Indemnity

To indemnify the Owner against all claims proceedings costs and expenses arising from or in connection with the grant of the Fishing Rights (except to the extent that the same is shown to have been caused by the negligence of the Owner or his employee or agent) Provided that the Owner may not settle or compromise any such claims or proceedings without the written consent of the Tenants (such consent not to be unreasonably withheld)

14 Yield up

At the end or sooner determination of the tenancy peaceably to yield up the Fishing Rights to the Owner in a good condition and in accordance with the provisions of this lease

15 Damage

To notify the Owner immediately if it shall become aware of any risk to the Tenants or to members of the club or the public as a result of the condition of the Ponds or their banks

16 Insurance

At all times to maintain a policy of public liability insurance with a reputable insurance company in such sum as shall be approved in writing by the Owner providing insurance cover sufficient for the exercise by the Tenants of the Fishing Rights and to produce to the Owner on demand a copy of the policy and the last receipt for the premium paid

17 Trespass

Not to trespass onto any adjoining land nor cut trees, hedges or weeds without the prior permission of the Owner nor to obstruct any roadway or passage on the Owner's Property and to lock and secure all gates used and not to do anything which would enable stock or any animals on the Owner's Property or adjoining land to escape or to allow others to trespass upon the Owners Property

18 Club Rules

- 18.1 To provide a copy of the Club's rules prior to signature of the Lease for approval by the Owner
- 18.2 To enforce the Club rules from time to time in force and to provide the Owner with an up to date copy of such rules including the names and addresses of the officers of the Club

19 General

- 19.1 To promote quiet enjoyment of the Fishing Area to Fish and promote the Lakes and its environment and the Club in accordance with codes of good environmental and ecological practice and current environmental legislation
- 19.2 To provide to the Owner a Management Plan during the first year of the Term detailing the stocking rate and species extent of use and intended future management of the Ponds
- 19.3 To carry out minor conservation management and access works in the Fishing Area after prior discussion with the Owner and in accordance with the instructions of the Owner or its authorised representative
- 19.4 To notify and obtain written consent from the Owner prior to commencing any works on or in the Fishing Area and in particular:
 - 19.4.1 siting and design of fishing pegs
 - 19.4.2 tree shrub and aquatic species planting
 - 19.4.3 works of a temporary or permanent nature which may affect the Fishing Area
- 19.5 Not to introduce or permit or allow to be introduced any plant or animal into the Ponds or the Fishing Area without the prior written permission of the Owner
- 19.6 To regularly monitor water levels and fish health within the Ponds and report on the same to the Owner or its representative

- 19.7 Not to Fish any other water bodies or ponds on the Owner's Property and in particular the area shown by a gold line on the Plan
- 19.8 Not to erect any building notice board or other fixture on or in the Fishing Area without first obtaining permission in writing from the Owner
- 19.9 Not to use the Fishing Area for retail sales car boot sales market stalls or sale of hot or cold food
- 19.10 To use the Fishing Area for the purposes of fishing conservation and education only
- 19.11 Not to light fires or to allow overnight camping on or in the Fishing Area
- 19.12 To assist in community events organised by the Owner after prior discussion with the Tenant
- 19.13 To immediately report any incident of pollution or other water quality issues to the Owner and the Environment Agency (if necessary)
- 19.14 To immediately report any incidents of mis-use of the Fishing Area (and adjacent land forming the Cotgrave County Park) by motorcycles motor vehicles and others to the Owners or their authorised representatives and the Police
- 19.15 To immediately report the dumping of stolen cars or property and the fly tipping of rubbish on or in the Fishing Area or the Ponds to the Owners and to the Environment Agency

19.16 Not to park any vehicles on rides open grass areas or other verges

19.17 All vehicles to be parked in designated parking areas only

SECOND SCHEDULE

Owner's Obligations

1 Banks

To keep the banks of the Ponds in good condition and on receiving written notice from the Tenants immediately to make good any damage to the banks (unless caused by the Tenants)

2 No interference

If the Tenants and the members of the Club comply with the conditions specified in the First Schedule to permit them peaceably to enjoy the Fishing Rights during the tenancy without any interference by the Owner or any person rightfully claiming under or in trust for it

3 Pegs

To allow the Tenants to install pegs along the banks of the Ponds and to allow the Tenants to make an agreed number of pegs suitable for the use of disabled anglers

4 To give the Tenants Four weeks notice in writing of the exercise of the right referred to in Paragraph 2 of the Sixth Schedule

THIRD SCHEDULE

Provisos

1 Determination by Owner

The Owner may by three months' notice in writing to the Tenants determine the lease (but without prejudice to any subsisting right of action of either party) in any of the following events:

- 1.1 if the rent is 21 days in arrear
- 1.2 if the Club is dissolved
- 1.3 if the Club, its trustees or committee for the time being make any arrangements with the creditors of the Club
- 1.4 if any member or lawful visitor of the Club commits a breach of any of the conditions specified in the First Schedule
- 1.5 if there is a persistent or continued breach of any other condition specified in the First Schedule

2 Determination by either party

Either party may determine this Lease upon giving six months previous notice in writing to the other (but without prejudice to any subsisting right of action of either party under this lease)

3 Exclusion of members

The Owner may exclude from the exercise and enjoyment of the Fishing Rights any person who fails to produce his membership card to the Owner or his authorised representative when required or who commits a breach of any of the conditions specified in the first schedule or who causes a disturbance

4 Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to any notices to be served under this lease

5 Arbitration

- 5.1 If any dispute arises between the parties in relation to this lease the same is to be referred for determination by a single arbitrator under the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment for the time being in force
- 5.2 The arbitrator is to be agreed to in writing by the parties or failing such agreement within (one) month is to be nominated by the President for the time being of the Salmon and Trout Association

6 Proceedings in owner's name

The Owner shall permit the Tenants to use its name in any proceedings taken during the term of this lease against any third party for the protection of the Fishing Rights provided that the Tenants shall keep the Owner indemnified against any reasonable costs or expenses incurred by it and any costs which may be awarded against it in any such proceedings

7 Removal of fish

- 7.1 During the term the Tenants may on giving not less than one month's notice ('the Notice') to the Owner remove fish from the Ponds that they have previously provided as stock for the Ponds
- 7.2 No fish may be removed of less than 15 cm in length

- 7.3 The Tenants shall provide the Owner with reasonable evidence that the fish it is proposed to remove were originally stocked by them
- 7.4 On receipt of the Notice the Owner may within 14 days serve a counter-notice on the Tenants offering to pay the Tenants the open market value of the fish to be removed less the cost of purchase and a discount of 5% for each year of the term, such sum to be paid within 14 days of the end of the term
- 7.5 Any removal of fish shall be at the Tenants' expense
- 7.6 No removal of fish shall be effected unless the Tenant shall have supplied evidence to the Owner of the necessary consents for such removal issued by the Environment Agency

FOURTH SCHEDULE

Rent Review

1. On the Rent Review Date the rent is to increase to the market rent if that is higher than the rent applying before that date
2. The market rent is the rent which a willing Tenant would pay for the Fishing Rights on the open market if let to him on the rent review date by a willing Landlord on a lease on the same terms as this Lease without any premium and for a period equal to the remainder of the Lease period assuming that at that date:
 - (a) the willing Tenant takes account of any likelihood that he would be entitled to a new Lease of the Fishing Rights when the Lease ends but does not take account of any goodwill belonging to anyone who had occupied the Fishing Area and the Ponds

- (b) the Fishing Area and the Ponds are vacant and had not been occupied by the Tenant or any sub-tenant
 - (c) the Ponds can immediately be used
 - (d) the Fishing Area and the Ponds are in the condition required by this Lease
 - (e) during the lease period no Tenant nor sub-tenant has done anything to the Fishing Area and the Ponds to increase or decrease its rental value and anything includes work done by the Tenant to comply with clause work carried out under Act of Parliament but nothing else which the Tenant was obliged to do under this Lease
- 3. If the Landlord and the Tenant agree the amount of the new rent a statement of that new rent signed by them is to be attached to this Lease
- 4. If the Landlord and the Tenant have not agreed the amount of the new rent two months before the Rent Review Date either of them may require the new rent to be decided by arbitration under paragraph 5 of the Third Schedule
- 5.
 - (a) The Tenant is to continue to pay rent at the rate applying before the Rent Review Date until the next rent day after the new rent is agreed or decided
 - (b) Starting on that rent day the Tenant is to pay the new rent
 - (c) On that rent day the Tenant is also to pay any amount by which the new rent since the Rent Review Date exceeds the rent paid

with interest on that amount at 2% below the Law Society's
interest rate

FIFTH SCHEDULE

Rights for Tenant

In so far as the Owners consent to the same the following rights:

1. a right of way for Club Members with or without vehicles along the route shown by a yellow dashed line on the Plan
2. the parking of vehicles by Club members on the Owners Property subject to compliance with any bye laws rules or regulations governing the same
3. the Owners may at any time within the Term upon giving not less than one month's written notice to the Club terminate the rights specified in 1 above PROVIDED THAT on or before the expiration of such notice the Owners shall grant an alternative right of way for the benefit of the Fishing Area

SIXTH SCHEUDLE

Rights Reserved to the Owner

1. The right to use the Ponds for additional balancing facilities in conjunction with the Owners Property and the property of any adjoining owner enjoying such rights thereby varying the water level and quality in conjunction with the Owners Property and adjoining property as a result of which the water level and water quality may be varied or altered

2. The right to enter the Fishing Area to carry out any engineering works to the Ponds which the Owner shall consider necessary

THE COMMON SEAL of

THE NOTTINGHAMSHIRE

COUNTY COUNCIL was

hereunto affixed in the

presence of :

Finance Portfolio 1/5/02
02/224

Authorised Signatory

SIGNED by the said

MALCOLM PARRY

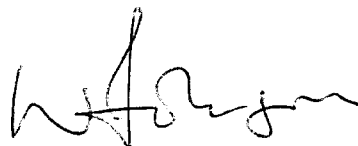
MALCOLM PARRY



In the presence of: Name: ANDREW WILKIE
Address: 175 RINGLEAS, COTGRAVE
Occupation: RETIRED

SIGNED by the said

WILLIAM JOHNSON



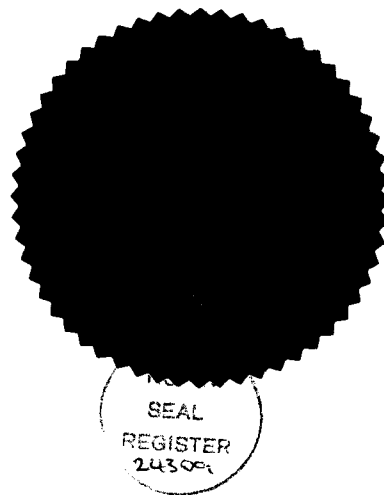
In the presence of: Name: ANDREW WILKIE
Address: 175 RINGLEAS
COTGRAVE
Occupation: RETIRED

SIGNED by the said

JACK PRICE

JOHN PRICE

In the presence of: Name: ANDREW WILKIE
Address: 175 RINGLEAS
COTGRAVE
Occupation: RETIRED



SIGNED by the said

WILLIAM JOHNSON SNR

Wm Johnson

In the presence of:

name: ANDREW WILKIE
address: ~~RETAR~~ 175 RINGERS
COTGRAVE
occupation: RETIRED