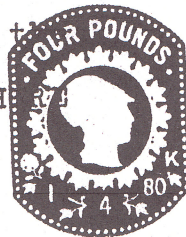


THIS LEASE is made the

fifth

day of *March* One thousand nine hundred and

eighty BETWEEN ANTHONY GARY PETER WHITFIELD of Headley Wood Farm Headley Bordon Hampshire (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby created) of the one part and THE HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire aforesaid (hereinafter called "the Council" which expression shall where the context so admits include its successors in title) of the other part.



WITNESSETH as follows :-

1. In consideration of the rent and the covenants on the part of the Council hereinafter contained the Landlord hereby demises unto the Council ALL THAT property being the unenclosed parts of Broxhead Common Headley in the County of Hampshire which lie to the north and east of the Sleaford to Lindford road (B3004) which said piece or parcel of land (hereinafter called "the Common") containing in area One hundred and five acres or thereabouts is delineated on the plan annexed hereto and thereon edged with a red verged line (hereinafter called "the Plan") EXCEPT AND RESERVING unto the Landlord and all persons authorised by him (a) the right to cross the Common either with or without animals to and from the adjoining land of the Landlord in a reasonable and responsible manner so as to minimise damage or disturbance to the flora and fauna and (b) (without prejudice to the foregoing) a right of way for all purposes over and along the tracks or roadways shown coloured brown on the Plan

TO HOLD the same unto the Council for the term of Twenty years from the Twenty-fourth day of May One thousand nine hundred and seventy-eight for the purpose of Part III of the National Parks and Access to the Countryside Act 1949 PAYING THEREFOR during the tenancy the yearly rent of Two hundred pounds (but subject to review as hereinafter provided) payable on the Twenty-fifth day of May in each year in advance the first payment for the period from the Twenty-fourth day of May One thousand nine hundred and seventy-eight to the Twenty-fourth day of May One thousand nine hundred and eighty being made on the execution of this lease

2. The Council hereby covenants with the Landlord as follows :-

- (i) To pay the rent hereby reserved at the times and in the manner aforesaid
- (ii) To pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the owner or occupier of the Common except only as such owner is by law bound to pay notwithstanding any contract to the contrary
- (iii) Apart from the use of the area referred to in clause 2(v)(II) not to use or permit to be used the Common or any part thereof other than for a nature reserve within the meaning of Section 15 of the said Act of 1949 and for incidental use by the public for air and exercise
- (iv) Not to carry out any building engineering or mining operations on the Common except in a manner previously agreed in writing by the Landlord PROVIDED

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ALWAYS that the Council may without such consent carry out such operations of a minor character or relating to the conservation or rehabilitation of the Common as a wild life habitat that are connected with the Council's own use of the Common for the purposes set out in clause 2(iii) hereof

(v) Not to assign underlet or part with the possession of the Common or any part or parts thereof provided that this sub-clause shall not prevent or restrict (I) any arrangement made between the Council and the Hampshire and Isle of Wight Naturalists Trust for the management maintenance or rehabilitation of the Common or any part thereof and (II) any sub-letting to a club or other body previously approved in writing by the Landlord (such approval not to be unreasonably withheld) of the area shown crossed hatched black on the Plan for the playing of cricket football or associated recreational purposes

(vi) To take such steps as are lawful and reasonably practicable to ensure that vehicles (other than those being used in connection with the purposes set out in clause 2(iii) hereof) are not allowed to park or drive on the Common

(vii) To take reasonable steps to keep the Common free of rubbish and litter and to make proper arrangements for the removal and disposal thereof

(viii) Upon the determination of the term to deliver up the Common in a clean and tidy condition

(ix) To be responsible for the proper control of the Common and not to do or permit anything in or upon the Common or any part thereof which may be or become a nuisance annoyance or damage to the

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Landlord or his property

3. The Landlord hereby covenants with the Council as follows :-

(i) That the Council paying the rent hereby reserved and performing and observing the several covenants on its part herein contained shall peaceably hold and enjoy the Common during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him except as aforesaid

(ii) That in the event of the Landlord consenting to the execution by the Council of any operations referred to in clause 2(iv) hereof the Landlord will further consent to and support but at the expense of the Council any application by the Council under Section 194 of the Law of Property Act 1925

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows :-

(i) The rent payable hereunder shall be reviewed on the Twenty-fourth day of May One thousand nine hundred and eighty-three the Twenty-fourth day of May One thousand nine hundred and eighty-eight and the Twenty-fourth day of May One thousand nine hundred and ninety-three (each of such dates being hereinafter referred to as "the Date of Review") so as to ascertain at the Date of Review the rent (hereinafter referred to as "the Revised Rent") at which having regard to the terms of this lease (other than those relating to rent) the Common might then reasonably be expected to be let in the open market by a willing landlord to a willing tenant for a term equal to the residue then unexpired of the term hereby granted with vacant

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possession there being disregarded any effect on rent of any improvements lawfully carried out by and at the expense of the Council otherwise than in pursuance of an obligation under this lease

(ii) If by the date which is three calendar months prior to the Date of Review the parties hereto shall not have agreed the amount of the Revised Rent either party may at any time thereafter by notice in writing to the other require the same to be determined by a Member of the Royal Institution of Chartered Surveyors who is experienced in the letting of premises similar to the Common to be agreed between the parties hereto or in default of agreement within one calendar month to be nominated by the President for the time being of the said Royal Institution and the said Member shall act as an expert and not as an arbitrator but shall be required to consider evidence or written submissions by either party and his decision shall be final and binding upon the parties hereto and his fees for acting as aforesaid shall be shared equally between the parties

(iii) The Revised Rent ascertained as a result of such review shall be payable from the Date of Review and shall be whichever is the greater of :-

(a) The rent fixed by agreement between the parties or determined as hereinbefore provided
or

(b) The rent payable immediately before the Date of Review

(iv) In the event that the amount of the Revised Rent shall not have been agreed or determined as aforesaid before the Date of Review the Council shall

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until the Revised Rent shall have been agreed or determined as aforesaid continue to pay rent at the rate payable immediately before the Date of Review and on the first quarter day after the Revised Rent shall have been agreed or determined as aforesaid shall pay the amount (if any) by which the aggregate amount of rent which would have been payable hereunder from the Date of Review if the Revised Rent had been ascertained on or before the Date of Review exceeds the aggregate amount of rent actually paid by the Council

(v) If after the review date the Revised Rent is greater than the rent payable immediately before such date the parties shall sign a memorandum recording the rent so payable

5. PROVIDED FURTHER that if the rent hereby reserved or any part thereof shall at any time be unpaid for Twenty-one days after becoming payable or if the covenants on the Council's part herein contained shall not be performed or observed it shall be lawful for the Landlord at any time thereafter to re-enter upon the Common or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Council's covenants herein contained

IN WITNESS whereof the Landlord has hereunto set his hand and seal and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

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SIGNED SEALED and DELIVERED
by the said ANTHONY GARY
PETER WHITFIELD in the
presence of :-

} *Anthony Gary*



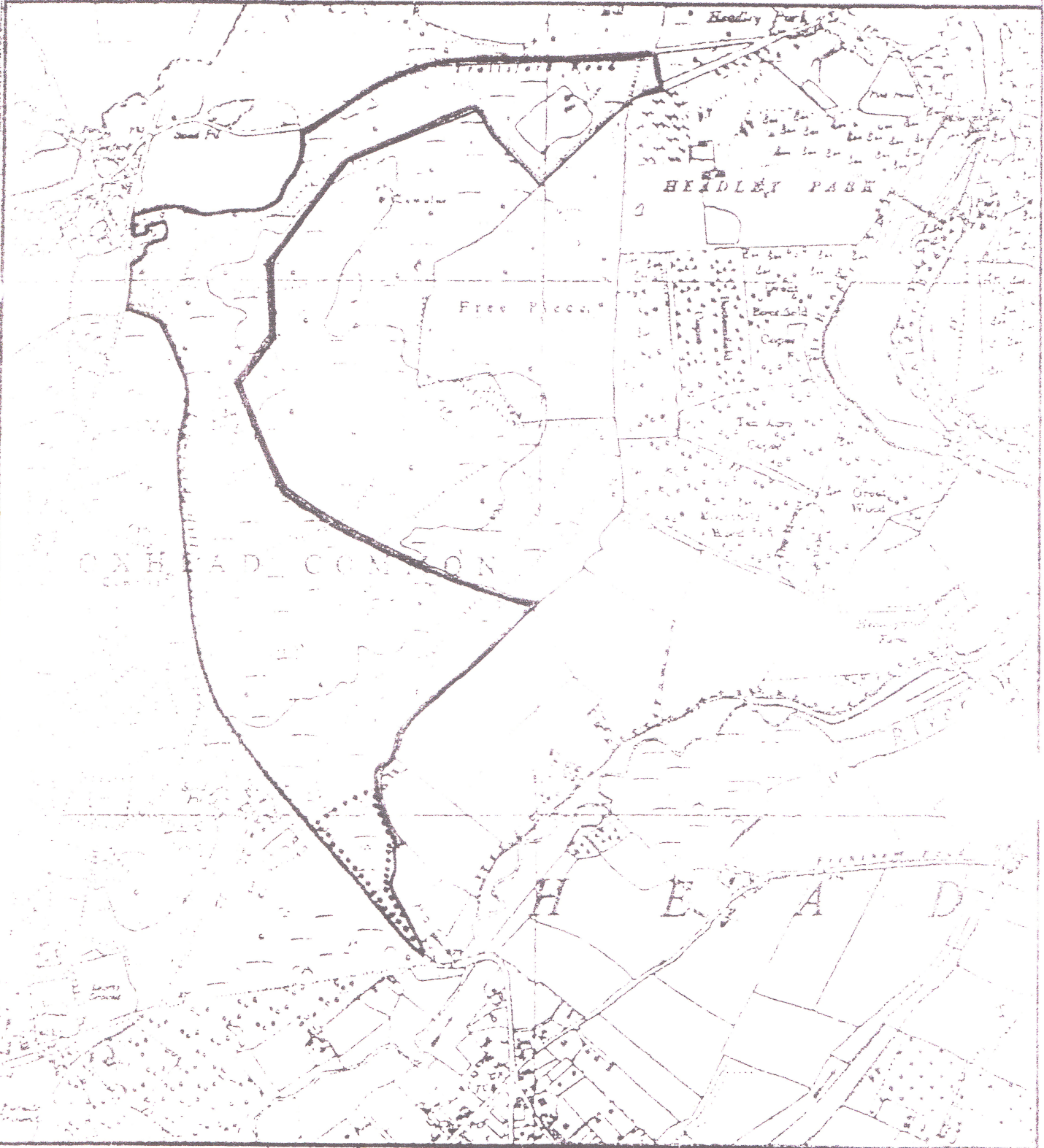
M.R. Porter
(M.R. PORTER)


Woodside.
Hazelley Wood Farm
Borden.
Kent.

Farm Manager.

6/9

BROXHEAD COMMON (EAST), HEADLEY



| | | | | |
|--|---|--------------|--------------------------|--------------------|
| SCALE 6" TO 1 MILE | ▲ | OS No. | HAMPSHIRE COUNTY COUNCIL | |
| Based upon the Ordnance Survey map with the permission of the Controller at H.M. Stationery Office |  | SU 8036-8037 | ESTATES DEPARTMENT | |
| | | PARISH | PLAN No. 6/107 | DATE JUNE, 1978 |

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DECLARATION BY HAMPSHIRE COUNTY COUNCIL UNDER SECTIONS
19 AND 21 OF THE NATIONAL PARKS AND ACCESS TO THE
COUNTRYSIDE ACT 1949

WHEREAS it appears to the Hampshire County Council (having consulted the Nature Conservancy) expedient that an area of approximately 40 hectares (100 acres) of land at Broxhead Common, near Bordon shown edged red on the plan attached hereto should be managed as a Nature Reserve.

THE HAMPSHIRE COUNTY COUNCIL HEREBY DECLARE that the said land at Broxhead Common is land which has been leased and is being managed as a Nature Reserve within the meaning of Section 15 of the National Parks and Access to the Countryside Act 1949.

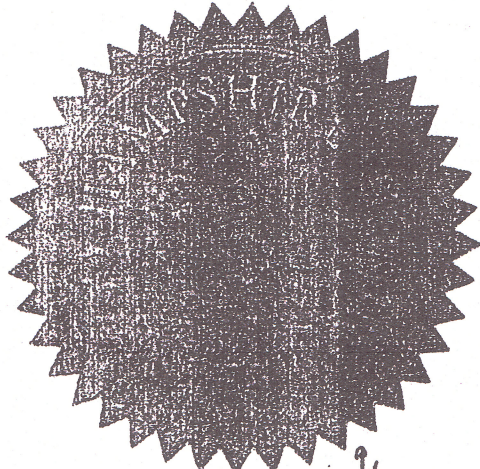
THIS DECLARATION is made in pursuance of Sections 19 and 21 of the said Act.

GIVEN this 26 day of July, 1979.

THE COMMON SEAL of the
HAMPSHIRE COUNTY COUNCIL
was hereunto affixed in the
presence of:-

Robert Taylor

County Secretary



9/3268