

LR1. Date of lease	5 th July 2013
LR2. Title number(s)	LR2.1 Landlord's title number(s) AGL242701 LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET of North London Business Park, Oakleigh Road South, London, N11 1NP Tenant Erica McCormick of 125 Salisbury Road Barnet Herts EN5 4JL, Richard Elms of 63 Byng Road Barnet Herts, EN5 4NR, Nicholas Mackley of 32 Byng Road Barnet Herts, EN5 4NP and Anthony Rowan-Wicks of 14 The Avenue Herts EN5 4EN Other parties None
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. As described in Schedule 1
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None LR5.2 This lease is made under, or by reference to, provisions of None

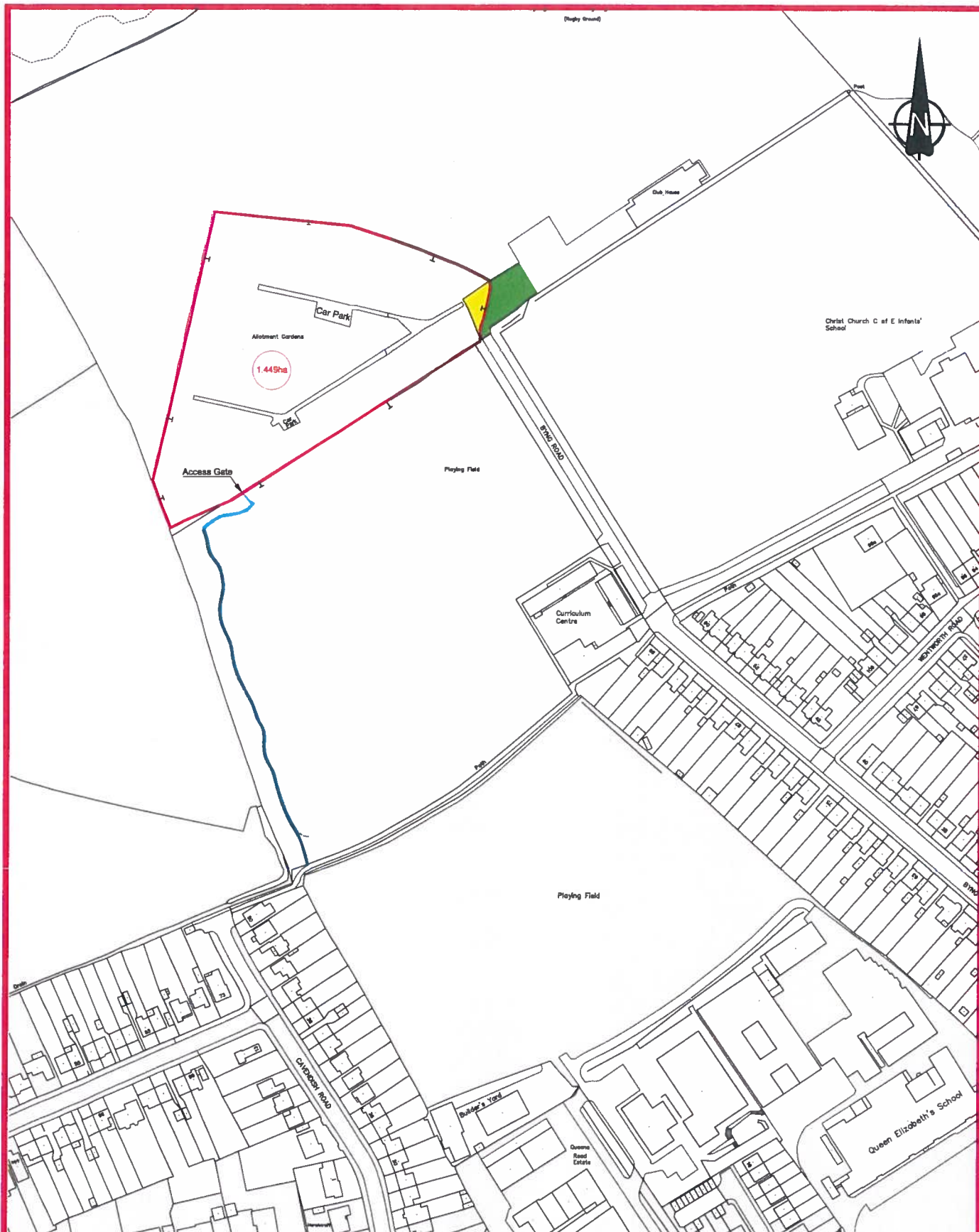
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1(11)
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant's covenant to (that means "promise" to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10.Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the subject property</p> <p>Set out in Schedule 2</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Set out in Schedule 3</p>
LR12. Estate rent charges burdening the Property	None
LR13. Application for standard form of restriction	<p>The Parties to this lease apply to enter the following standard form of restriction or [against the title of the Property]</p> <p>None.</p>
LR 14. Declaration of Trust where there is more than one person comprising the Tenant	The Tenant is more than one person. They are to hold the Property on trust for the Trustees of the Byng road Allotment Group

THIS LEASE is made the 5th day of July Two thousand and Thirteen
BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
BARNET (hereinafter called "the Corporation" of North London Business Park,
Oakleigh Road South, London N11 1NP of the one part and Erica McCormick of 125
Salisbury Road Barnet Herts EN5 4JL, Richard Elms of 63 Byng Road Barnet Herts,
EN5 4NP, Nicholas Mackley of 32 Byng Road Barnet Herts, EN5 4NR and Anthony
Rowan-Wicks of 14 The Avenue Herts EN5 4EN (hereinafter called "the Trustees")
being the present Trustees of Byng Road Allotments Group (hereinafter called "the
Tenant") of the other part


INTERPRETATION

1. In this Lease the following words or expressions shall have the following meanings
 - (1) "Allotment Garden" means an allotment not exceeding 20 poles which is wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by himself and his family
 - (2) "Association" means the Byng Road Allotments Group being an unregistered allotment association.
 - (3) "The Corporation's Legislative Duty" means pursuant to the Equality Act 2010 ("the Act") a legislative duty to have 'due regard' to eliminating unlawful discrimination, advancing equality and fostering good relations in the context of age, disability, gender reassignment, pregnancy, and maternity, religion or belief and sexual orientation
 - (4) "Household" shall describe persons who live together under the same roof and compose a family or live as a family unit
 - (5) "Member" shall mean a member of the Association who is a tenant of an Allotment Garden on the Property
 - (6) "Pipes" means pipes sewers drains mains ducts conduits gutters watercourses wires cables channels subways flues and all other conducting media including any fixings louvers cowls and other covers

2. IN consideration of the rent and covenants hereinafter reserved and contained the Corporation lets to the Tenant the Property for the Term TOGETHER with the rights set out in the Schedule 2 hereto EXCEPTING AND RESERVING unto the Corporation its successors in title and all others entitled thereto the rights set out in Schedule 3 hereto SUBJECT to and with the benefit of all and any existing lettings affecting or relating to the Property as may have been granted by the tenants as listed in Schedule 8 of this Lease and SUBJECT to all rights easements privileges restrictions and stipulation of whatever nature affecting the Property YIELDING AND PAYING THEREFOR during the Term the Rent such rent to be paid if demanded in advance by equal yearly payments on the 1st day of April of each year.
3. THE Tenant hereby covenants with the Corporation as follows:-
- (1) To pay the Rent at the times and in manner aforesaid without deduction
 - (2) Subject to any relief that the Corporation may at its discretion be able to provide to the Tenant to pay and discharge all rates taxes duties assessments and outgoings which are now or may at any time during the Term be charged or imposed upon or in respect of the Property or upon the owner or occupier thereof. The Corporation will have due regard to the financial impact adverse or otherwise upon the Corporation in granting any such relief as aforementioned. In the event of there being no such adverse impact arising then the Corporation will look favourably upon granting such relief
 - (3) To ensure (i) the Association through its officers and Members shall support and enable the Corporation to discharge its public sector equality duty as set out in the Act, and (ii) in granting allotment sub lettings not to do anything which contravenes or which is likely to contravene the Corporation's Legislative Duty
 - (4) (i) To hold the Property for the benefit of the Association and its members
(ii) Not to transfer assign sublet share occupation of or part with possession of the Property or any part thereof PROVIDED THAT:-
 1. There shall be permitted the transfer of the whole of the



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Initiated by A.S.	SCHEME: BYNG ROAD ALLOTMENTS, BYNG ROAD, BARNET	Maria Christofi, Director of NSCSO.	
Drawn by K.E.B.			
Checked by A.S.	TITLE: LEASE PLAN	London Borough of Barnet, North London Business Park, Oakleigh Road South, New Southgate, London, N11 1NP. Tel. 020 8359 2000	DRAWING No.
Date 12/06/13			23754/6
	Scales 1:2500		

- (7) "Plan" shall mean the plan or plans annexed
- (8) "the Property" means the land shown edged red on the Plan as more particularly defined in the Schedule 1 hereto and unless the contrary is expressly stated "the Property" includes any part or parts of the Property
- (9) "Trading Hut" shall mean any building/s upon the Property in which are stored horticultural supplies and other agricultural aids for sale by the Association solely to its Members or which is used for the ancillary purposes of the Association relating to allotments which shall include use as offices, meetings, providing refreshments and other ancillary purposes of a like nature
- (10) "Rent" shall mean the yearly rent of a peppercorn
- (11) "the Term" shall mean a term of 38 years commencing on and including 1st April 2013 and shall in all other respects include any period of holding over or continuance thereof whether by statute or common law
- (12) "the Tenant" includes any person who is for the time being bound by the tenant's covenants in this Lease
- (13) "The Trustees" includes the present Trustees of the Tenant and are duly authorized in accordance with the rules of the Tenant to enter into and accept this Lease
- (14) Any covenant by the Tenant not to do an act or thing includes an obligation not to permit or knowingly suffer that act or thing to be done by another person
- (15) Reference of this lease to any Act of Parliament shall include any Act or other statutory provision amending or replacing the same
- (16) Where the Corporation or the Tenant consists of two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with those jointly and severally
- (17) Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa
- (18) Headings to clauses paragraphs and schedules do not affect the construction of this lease.

- Property to such new or other trustees of the Association as may be appointed by the Association pursuant to its Constitution
2. In the event of the Association becoming an incorporated Association then the Tenant may be permitted to assign the whole of the Property to such incorporated Association and vice versa. In the case of such a transfer to an incorporated association where the context so requires or admits references in this Lease to 'the Association' will be substituted by references to 'the Tenant'
3. The Property may be sublet in plots to members of the Association for the purpose of Allotment Gardens under the Allotments Acts and such sub-lettings shall be upon the basis of a written and signed tenancy agreement
4. The Tenant may not sublet more than 20 poles per individual or 40 poles of land to any one member of the Association or persons within the same Household at any one time
5. The Tenant may assign the whole of the Property to another association (whether incorporated or not) so long as any such association or the trustees of any association at the time of the assignment has an allotment lease in similar form to this Lease granted by the Corporation and the allotments comprised within such lease have been run by such Association or trustees in keeping with the terms of its lease. In the case of an assignment to an incorporated association where the context so requires or admits references in this Lease to 'the Association' will be substituted by references to 'the Tenant'
6. (i) Every subletting permitted under Clause 3(4)(ii)3 shall be granted at a reasonable rent which reflects the terms of the subletting
- (ii) Every subletting as aforesaid must contain the following provisions:-
- (a) covenants by the subtenant to comply with and observe the conditions of this Lease in so far as they relate and affect the sublet plot and prohibiting the subtenant from doing or allowing anything (in relation to the sublet plot) which is inconsistent with

or in breach of the provisions of this Lease

- (b) for re-entry by the Tenant on breach of any covenant by the subtenant
- (c) imposing an absolute prohibition against all dealing with the sublet plot including without limitation assignment or subletting of the whole
- (d) imposing a provision that upon the date on which this Lease or the right of occupation of the Tenant under this Lease ends then the subletting will end also on that date

7. Within 28 days of any assignment of the whole of the Property permitted under the Clauses 3(4)(ii)1 and 5 or new Trustees are appointed as provided for in Clause 3(4)(ii)1 then the Tenant must produce a certified copy of any relevant document (including if relevant the Association's minutes appointing new trustees) for registration with the Corporation

8. The Tenant may sub-let the triangular area of land measuring 23metres by 35 metres by 35 metres forming the far south west corner of the Property for wildlife preservation, wild life conservation and education purposes.

(a) The sub-letting shall be let at a reasonable rent and

(b) Every subletting as aforesaid must contain the following provisions:-

(i) covenants by the subtenant to comply with and observe the conditions of this Lease in so far as they relate and affect the sublet triangular area and prohibiting the subtenant from doing or allowing anything (in relation to the triangular area) which is inconsistent with or in breach of the provisions of this Lease

(ii) for re-entry by the Tenant on breach of any covenant by the subtenant

(iii) imposing an absolute prohibition against all dealing with the sublet plot including without limitation assignment or subletting of the whole

(iv) imposing a provision that upon the date on which this Lease or the right of occupation of the Tenant under this Lease

ends then the subletting will end also on that date

- (5) To keep the Property reasonably tidy and clear of weeds and rubbish and reasonably well and properly cultivated and maintained
- (6) At all times during the Term to keep:-
 - (i) every hedge that forms part of the Property (including without limitation all perimeter and boundary hedges where shown marked with an inward 'T' mark on the Plan) properly cut and trimmed except for the avoidance of doubt any hedges that fall within the Property (other than perimeter and boundary hedges) which are unfit or unsuitable for subletting pursuant to Clause 5(1)
 - (ii) all Pipes on the Property which exclusively serve the Allotments in reasonable repair (including repairing leakages from Pipes and making good any damage done arising from the same) and to use all reasonable endeavours to procure the repair of such Pipes which are outside but are within the near vicinity of the Property
 - (iii) all ditches and watercourses clear of obstructions and open
 - (iv) and maintain properly in repair; all buildings roads footpaths gates and fences within the boundaries of the Property (and all perimeter and boundary gates and fences where shown marked with a inward 'T' on the Plan) but for the avoidance of doubt the Association may replace the gates and fences with an appropriate functional alternative subject to the same being kept and maintained in repair
 - (v) all trees in or upon the Property regularly inspected and properly maintained

PROVIDED ALWAYS FIRSTLY that no obligation will arise upon the Tenant under this Clause 3(6) or under Clause 3(23) but only in so far as any such obligation relates to each of the specific matters listed in the Schedule of Condition contained in Schedule 7 until such time as the Corporation has complied with Clause 4(5) of this Lease in relation to the specific matter concerned (for the avoidance of doubt this proviso does not temporarily release or otherwise release the Tenant from complying with all its other obligations under Clauses 3(6) and 3(23) where such obligations do not relate to or affect each of such specific matters listed in the Schedule of Condition and in respect of which the Corporation is responsible for

under Clause 4(5). Moreover upon the Corporation complying with its obligations under Clause 4(5) in relation to any one specific matter then the Tenant's obligation for the relevant specific matter will immediately take effect) and PROVIDED ALWAYS SECONDLY that the forgoing covenants in this Clause 3(6) in so far as they relate to all buildings roads gates fences and footpaths shall not impose an obligation on the Tenant to give up such roads etc as aforesaid in a better state or condition than that as set out in the Schedule of Condition contained in Schedule 7 NOTWITHSTANDING anything contained in the forgoing to keep and maintain such roads etc as aforesaid in a safe and sound condition

- (7) Not to remove or carry away or permit to be removed or carried away from the Property any clay soil mineral gravel or sand nor dig or permit to be dug any pits shafts wells or ditches therein
- (8) Not to import store or allow soil fill material from an external source and any rubbish or other materials or items on the Property which is not connected with the proper and lawful use of the Property or which is inimical to maintaining the horticultural quality of the Property
- (9) Not permit any fires or bonfires to be lit on the Property except (i) bonfires (for the purpose of burning vegetation and like matter) by allotment holders on their respective allotment plots on no more than one specified day of each month during the months May to September (days to be specified and advertised by the Association) and at any time on any day during the months October to April (ii) bonfires by the Association for communal purposes at an appropriate location under the supervision of a proper and responsible designated person on no more than one occasion each month during the months May to September days to be specified by the Association and at any time on any day during the months of October to April
- (10) Not to use any barbed wire other than in compliance with all barbed wire regulations
- (11) (i) Not to permit the construction of permanent structures on individual allotment plots or anywhere else on the Property save for any Trading

Hut as so far as it can be construed as a permanent structure and (ii) not to allow any temporary structures to be constructed on individual allotment gardens to exceed 2.5 metres in height and a total 20% of an individual plot. Any Trading Hut shall be of single storey height (ie. not exceeding 2.9 metres in height) and the floor areas of Trading Huts on the Property shall not exceed in aggregate an area of 20 poles. Such Trading Huts and temporary structures to be constructed on the Property in a good and workmanlike manner and to be kept in a reasonably good state of repair. At the termination or sooner determination of the Term all structures on the Property whether of a temporary nature or not must be removed from the Property (except any which the Corporation may wish to retain) and the same reinstated to its former condition to the reasonable satisfaction of the Corporation

- (12) Not to erect notices or advertisements upon the Property whether of a temporary or permanent nature. PROVIDED ALWAYS that notices or adverts not exceeding four square metres relating to the Association's activities in connection with or in relation to Allotment Gardens or activities permitted under the provisions of this Lease shall not be a breach of this provision At the termination or sooner determination of the Term all such notices or advertisements shall be removed from the Property (except any which the Corporation may wish to retain) and the same reinstated to its former condition
- (13) Not without the prior written approval of the Corporation (such approval not to be unreasonably withheld or delayed) to divert alter or in any way interfere with the free running or percolation of water in or under the Property whether the water is in defined channels or otherwise
- (14) To keep and maintain the boundaries of the Property as laid out by the Corporation and not without the prior written consent of the Corporation (such consent not to be unreasonably withheld or delayed) to make any changes in the layout of the Property which involves changes in the route of any vehicular roads or access tracks comprised within the Property

- (15) To display the Association's name and appropriate contact telephone number(s) and/or contact details on or adjacent to the main gate of the Property
- (16) To obtain any necessary permission in accordance with the Town and County Planning Act 1990 for any development permitted under Clause 3(11)
- (17) Not to use the Property other than as Allotment Gardens or any ancillary use or activity which is in keeping with use of Allotment Gardens and in particular not to carry on or permit to be carried on any trade or business thereon SAVE THAT trading ancillary to the use of Allotments Gardens by the Association for the sole benefit of its Members shall not be in breach of this provision. The Association may also engage in ancillary fund raising activities on the Property (being for example open days, fetes, barbecues or other activities of a like nature) provided such funds are used for the benefit of the community and/or Property and such activities are not in breach of the terms of this lease or the Allotments Acts 1908 to 1950
- (18) Not to grant or purport to grant any right interest licence or easement in or over the Property except the Tenant may grant individual access licences to residents of properties who (i) have gates to their properties forming part of the boundaries to the Property and (ii) have existing Allotment Garden tenancies at the Property at the date hereof or have a subletting of an Allotment Garden granted pursuant to Clause 3 (4)(ii)2. The access licences will be for the purpose of such residents gaining access to and egress from their respective Allotment Gardens comprised within the Property. The form of licence will be substantially in the form contained in Schedule 6 or as otherwise may be agreed between the Corporation and the Tenant
- (19) Notwithstanding anything else contained in this lease not to do in connection with the Property any act or thing which may be or become illegal or a nuisance to the Corporation or to the owners or occupiers of other property in the neighbourhood

- (20) To take all reasonable and necessary steps to prevent any encroachment on the Property or the acquisition of any easement over the Property and to notify the Corporation immediately if any encroachment is made or easement acquired or if any attempt is made to encroach or acquire an easement
- (21) At all reasonable times and upon the Corporation giving prior written notice (save in the case of emergency when no written notice shall be given) to allow the Corporation (by any agent officer or servant) to enter upon the Property for the purpose of inspecting the same and of ascertaining that the covenants herein contained are being duly observed and performed or for any other reasonable purpose and upon any notice being served by the Corporation in respect of any breach of any of the covenants herein contained forthwith to comply with such notice and execute in accordance therewith any repairs or other works thereby required to be carried out
- (22) On vacating the Property to deliver up the Property (with vacant possession) in a condition consistent with the covenants and conditions herein contained
- (23) To comply with the terms of any Act of Parliament or regulations statutory or otherwise for the time being in force authorising or regulating how the Property is used
- (24) To pay the reasonable and proper costs and expenses including Solicitor's costs and surveyor's fees incurred by the Corporation in connection with any notice served under Section 146 of the Law of Property Act 1925 requiring a breach of covenant to be remedied
- (25) The Corporation will not charge any fee for the granting of any landlord's permission relating to the Property except for the reasonable costs necessarily incurred by the Corporation for specialist professional and technical services in relation to such matters subject to prior

agreement with the Tenant (both parties acting reasonably) about the cost and procurement of such services

- (26) To ensure that the Association is constituted and substantially complies with the "minimum criteria for allotment society constitutions" as set out in Schedule 5
- (27) At all times during the Term to ensure that there shall be a minimum of three Trustees of the Association and the Association shall in the event of a vacancy arising by any reason whatsoever elect nominate or otherwise appoint a new trustee (in accordance with the rules or constitution of the Association) as soon as reasonably practicable and in all cases within 90 days and shall notify the Corporation in writing of such appointment of a new Trustee
- (28) To exercise preference in letting allotment plots to Members who are residents of the London Borough of Barnet
- (29) To keep and maintain up to date:-
 - (a) copies of each of the sub-letting tenancy agreements permitted under Clause 3(4)(ii)3
 - (b) registers of applicants for sub-lettings together with the date of receipt of each application
 - (c) registers of the individual Allotment Gardens and the names and addresses of the Members to whom they are sublet and
 - (d) copies of access licenses permitted under Clause 3(18) and to permit the Corporation by its officers to inspect any of the above at all reasonable times
- (30) Other than any rent paid in respect of rates electricity and gas and other such outgoings no rent generated from the sub-lettings of the Allotment Gardens shall be applied to any purpose other than the maintenance improvement and development of the Property and the facilities and services provided upon the Property
- (31) To submit annually to the Corporation an annual return completed

substantially in accordance with the specimen at Schedule 4

- (32) (i) To indemnify and keep indemnified the Corporation its officers and servants from and against all claims demands payments liabilities proceedings costs and expenses that may be made or instituted against them arising out of the use by the Association or its members of the Allotments and which but for the existence of this Lease would not or could not have arisen but excluding from this indemnity any negligent act or omission on the part of the Corporation its employers and agents
- (ii) To put in place on or before the date of this Lease appropriate public liability insurance with a minimum level of cover of £5 million or such other sum as the Corporation may reasonably consider necessary from time to time in respect of any one incident (the number of incidents to be unlimited) with reputable insurers or underwriters and to produce to the Corporation on demand a copy of the policy document when requested to do so PROVIDED ALWAYS that if the Tenant shall at any time fail to keep such insurance current as aforesaid the Corporation may do all things necessary and any monies expended by the Corporation for that purpose shall be repayable by the Tenant on demand and recovered as additional rent
- (33) To insure and keep insured during the Term any Trading Hut or any other substantial like building owned by the Council and constructed on the Property (but excluding there from wooden tool sheds or buildings of a like temporary or insubstantial nature which are deemed uninsurable for reasons of not being economical to insure) in the full cost of rebuilding or reinstatement in respect of fire lighting explosion and aircraft and such other perils as the Corporation may from time to time acting reasonably require and upon every reasonable request produce or procure to the Corporation a copy of or a sufficient extract from the policy of such insurance and receipts or receipts for the last premium paid
- (34) If such buildings (or any part or parts thereof) insured pursuant to Clause 3(33) are damaged or destroyed to lay out or procure to be laid

out the insurance monies in rebuilding and reinstating such buildings making up any difference between the cost of rebuilding and reinstating and the monies received out of the Tenant's own funds but for the avoidance of doubt subject to the limitation contained in Clause 5(3)

- (35) Not to keep any livestock on the Property except that rabbits hens (but not cockerels) and honey bees may be kept at the discretion of the Tenant in such numbers as are manageable and provided that they are well and humanely cared for and that they do not cause any danger nuisance interference disturbance or annoyance to plot holders or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property
- (36) To comply at all times in relation to personal data (as defined in Section 1(1) of the Data Protection Act 1998 (DPA) with the DPA and any equivalent or associated legislation and not to knowingly do anything to be done which might lead to a breach of the DPA. Such provisions include but are not limited to (1) adopting appropriate security measures to prevent unauthorized or unlawful processing of such personal data and accidental loss or destruction of or damage to it (ii) not retaining such personal data for any longer than is necessary and securely destroying it when no longer required and (iii) not disclosing information to any third party without prior knowledge or consent of an individual who is the subject of such personal data

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

RIGHT TO QUIET ENJOYMENT

- (1) That the Tenant paying the said rent and performing the covenants on its part hereinbefore contained shall peaceably hold and enjoy the Allotments during the Term without interruption by the Corporation or any person claiming under or in trust for it

DUTY TO KEEP THE TENANT INFORMED

- (2) To use its reasonable endeavours to respond in a substantive and expeditious and appropriate manner to any proper and reasonable

enquiries made in writing by the Tenant

- (3) To keep the Tenant informed of the names and contact details of the relevant Corporation personnel who have responsibility for allotment matters
 - (4) To inform the Tenant as soon as reasonably practicable of any relevant information that comes to the knowledge of the Corporation that has a substantial bearing upon the use and enjoyment of this Lease
 - (5) To carry out the works described under the column headed 'Intervention required by LBB' contained in the attached Schedule of Condition) as soon as reasonably practicable and in any case no later than two years after the term commencement date of this Lease
5. IT IS HEREBY EXPRESSLY AGREED by and between the parties hereto:-
- (1) That the Property is let by the Corporation substantially for the purpose of sub-letting as Allotment Gardens as provided for in this Lease and the provisions of the Allotments Acts 1908 to 1950 as to Allotment Garden tenancies and compensation shall apply accordingly. For the avoidance of doubt any areas of the Property as at the date hereof which are unfit or unsuitable for sub-letting because of their condition, location or use as at the date hereof need not be sub-let by the Tenant and may remain in their current condition or use at the date hereof unless the Tenant decides to sub-let them
 - (a) In the event that the plots numbered 2,3,4,5,8,9,10,11,12,13, 38A and 38B ("The Plots") become uncultivable over the Term of this Lease due to growth of the trees along the boundary of the Plots mentioned above the Tenant need not sub-let the Plots.
 - (2) That the Tenant shall not be entitled to any easement right of light or air or otherwise which may restrict or interfere with the free use by the Corporation of any land or premises adjoining or neighbouring the Property
 - (3) That the liability of the Tenant, for the time being in respect of any breach shall be limited in amount to the realisable value of the assets of the Association and nothing contained in this Lease shall entitle the Corporation to pursue exercise or enforce any right or remedy in respect of any breach against the personal estate property effects or

assets of any Tenant or against any asset for the time being vested in the Tenant which are not Association assets

(4) This Lease may be determined by re-entry by the Corporation at any time after giving one month previous notice in writing to the Tenant

(i) if it appears to the Corporation acting reasonably that the Tenant has not duly observed the covenants and conditions contained herein

(ii) the Association shall cease to exist or being an incorporated association or a Company shall be wound-up and/or be liquidated

(iii) if the Association shall cease to occupy or require the Property or any part thereof then

and in any such case the Corporation may re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the Corporation's right of action in respect of any antecedent breach of any of the covenants or conditions herein contained

(5) Any notice hereunder shall be in writing and any notice to the Tenant shall be sufficiently served if sent by pre-paid post to the Tenant at their above mentioned or last known addresses and any notice to the Corporation shall be sufficiently served if sent in like manner addressed to the Chief Executive at North London Business Park Oakleigh Road South London N11 1NP or such other office as it the office for the Chief Executive for the time being or otherwise as may be notified by the Corporation to the Tenant

6. RESOLUTION OF DISPUTES

(i) In the event of any dispute or anticipated dispute arising between the parties hereto in relation to this lease they shall each use reasonable endeavours to settle any such dispute between themselves without reference to a third party

- (ii) Failing the above in (i) any such dispute or difference arising between the parties may be referred to an expert or mediator as the parties shall agree
- (iii) Where and for whatever reason resolution of the dispute is not effected by negotiation expert or mediator the matter shall be referred to a County Court for final resolution

7. UNUSED LAND

If more than 25% in total of the cultivatable area of Property becomes untenanted (by not being sublet) and unused continually for a period of 36 consecutive months then the Corporation and the Tenant (both parties acting reasonably) shall agree an action plan to reduce the proportion of such area of the Property to below 25% within the following 36 months. Should the action plan fail to do so then the Corporation shall be entitled to recover from the Tenant such area of the Property which continues to be unused and/or untenanted. In recovering such area there shall be put in hand by the Tenant the movement of any sublet plots to another part of the Property as may be required by the Corporation to ensure any such area recovered will not be fragmented

8. FURTHER LEASE

At the expiration of the Term the Corporation will look to be willing to grant a further lease to the Tenant on such terms as may be similar to the terms contained in this Lease and at a peppercorn rent but any such willingness by the Corporation must be at the Corporation's sole discretion and will take into account the policy considerations of the Corporation at that time

9. KNOWLEDGE OF RELEVANT MATTERS

The Corporation has endeavoured to notify the Tenant of all relevant matters relating to the Property of which the Corporation has knowledge at the date hereof and which affects the Tenants decision to enter into this Lease

10 ENCROACHMENT

Without prejudice the generality of Clause 3(20) the Tenant acknowledges the Corporation will be at liberty to remedy any encroachments (including any indicated in the attached Schedule of Condition) in such manner as the

Corporation at its discretion may think fit EXCEPT THAT in the event of the Corporation wanting to take no action over any encroachment or wanting to dispose of any land encroached upon, the Corporation shall obtain the prior agreement of the Tenant, such agreement not to be unreasonably withheld or delayed. In the event that the Tenant agrees to the disposal of any land encroached upon, then the Tenant shall make reasonable endeavours to facilitate the disposal including the surrender of the Tenant's interest in such land.

11 THIRD PARTY COMPLAINTS

In the event of any third party complaint concern or dispute arising in connection with the exercise of the rights under this Lease then the Tenant (or the Tenant shall procure that the Association) shall use their reasonable endeavors to resolve any such complaint concern or dispute having due regard to any relevant guidelines for dealing with such complaints concerns or disputes as may be agreed from time to time between the Corporation and the Barnet Federation of Allotment and Horticultural Societies.

SCHEDULES

Schedule 1 (the Property)

ALL THAT piece or parcel of land situate at North West of Byng Road in the London Borough of Barnet as the same is shown edged red on the Plan having an area of 1.449 hectares or thereabouts

Schedule 2 (Tenant Rights)

- (1) The right for the Tenant and all persons properly and lawfully authorised by them in connection with the use for allotment purposes of the Property in common with the Corporation and all persons having a like right to pass and repass with or without motor vehicles over and along the land coloured green on the Plan
- (2) The right for the Tenant and all persons properly and lawfully authorized by them in connection with the use for allotment purposes to pass on foot only over and along the land coloured blue on the Plan.

Schedule 3 (Exceptions and Reservations)

1. All subsisting rights of drainage and the free and uninterrupted passage and running of soil water gas electricity and telephone any all or any other services through the Pipes now or hereafter in upon through under or over the Property from or to any other land or premises of the Corporation its successors in title and all others entitled thereto
2. The right to enter the Property at all reasonable times and on reasonable notice except in case of emergency for the purpose of maintaining inspecting repairing or renewing the existing Pipes which now are or may hereafter during the Term be in upon through under or over the Property
3. The right, acting reasonably and subject to the agreement of the Tenant to enter the Property at all reasonable times and on reasonable notice for the purpose of installing new or additional Pipes during the Term in upon through under or over the Property from or to any other land or premises of the

Corporation its successors in title or others entitled thereto or any third party land or premises

- 4 Except in the cases of emergency the right to exercise the installation maintenance inspection renewal of such Pipes subject to agreement between the Corporation and the Tenant (both parties acting reasonably) on (i) any installation of such Pipes (ii) the plans arrangement and terms and conditions for such installation maintenance inspection and renewal (iii) paying reasonable compensation to the Association and members of the Association affected for disturbance, length of disturbance (but not paying any compensation for any temporary inconvenience) and (iv) the reinstatement of the land to its original conditional and horticultural quality
- 5 The right (in common with the Trustees of Barnet Elizabethans Rugby Football Club) to pass and re pass at all times and for all purposes over and along the area coloured yellow on the Plan and the right (in common with the Trustees of Barnet Elizabethans Rugby Football Club) to park motor vehicles on the area coloured yellow on the Plan.

The Council in relation to clause 5 above will use its best endeavours to resolve any dispute in relation to the rights given by the Council to the rights reserved under the Lease dated 3rd of September 2008 between the Mayor and Burgesses of the London Borough of Barnet and the Trustees of Barnet Elizabethans Rugby Football Club

Schedule 4 – Annual Return (for submission by 1st July each year)

Annual Return for the financial year to end: 1st April (insert year) to 31st March (insert year)

1. Allotment Site - General

Site Name:		
Site Address:		
Name of Society:		
General Enquiries Contact (1):	Name:	Address:
	Tel No: Mob No:	Email:
General Enquiries contact (2):	Name:	Address:
	Tel No: Mob No:	Email:

2. Site Management Information

Plot Occupancy	No.	%	Waiting Lists	No.
Total cultivatable poles at site			Waiting list status (delete as req.d: O – open/C – Closed)	O/C
No cultivatable poles			Total No. of people on list at year end	
No poles tenanted			No. of LBB residents on waiting list	
No vacant poles			No. non LBB residents on waiting list	
			Total No. of plots let in year	
Complaints	No.		No. of plots let in year to LBB residents	
Stage 1 complaints			No. of plots let in year to non LBB	
Stage 2 complaints			No. of existing back gate licences	

3. Trustees as at: (Insert date)

Current trustees:	1	Name:	Address:	
		Position:		
		Tel No:	Email:	
		Signature:		Date:
	2	Name:	Address:	
		Position:		
		Tel No:	Email:	
		Signature:		Date:
	3	Name:	Address:	
		Position:		
		Tel No:	Email:	
		Signature:		Date:

4. Current and potential problems

Item	Issues/Actions by Association	Council Actions Required

5. Declaration

This form has been completed by:

Name:	Address:
Position:	
Tel No:	Email:
Signature:	Date:

Schedule 5 - Constitution criteria

Minimum criteria for allotment society constitutions:

1. The allotment society should be a formally constituted body with a written constitution adopted by its membership.
2. The constitution should provide for General Meetings of the society including annual elections of committee members.
3. All allotment holders should be members of the society.
4. All allotment holders should be able to vote at General Meetings of the society, including elections.
5. All allotment holders should be eligible to stand for election as officers or trustees or committee members (as the case may be).
6. The society should have a bank account in the name of the society requiring a minimum of two signatures to authorise cheques and other payments.
7. The constitution should contain the power for society to grant licences/tenancies to members/allotment holders – or else give the management committee or officers general powers which would allow them to do so in the name of the society – and to adopt rules/bylaws to govern such tenancies.
8. The society should not distribute to members (or others) any profits or operating surpluses arising from the society's management of its allotment site either in the course of its year-by-year operations or upon its dissolution.

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Annual Return for the financial year to end: 1st April (insert year) to 31st March (insert year)

1. Allotment Site - General

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Site Address:		
Name of Society:		
General Enquiries Contact (1):	Name:	Address:
	Tel No: Mob No:	Email:
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	Tel No: Mob No:	Email:

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Plot Occupancy	No.	%	Waiting Lists	No.
Total cultivatable poles at site			Waiting list status (delete as req.d: O – open/C – Closed)	O/C
No cultivatable poles			Total No. of people on list at year end	
No poles tenanted			No. of LBB residents on waiting list	
No vacant poles			No. non LBB residents on waiting list	
			Total No. of plots let in year	
Complaints	No.		No. of plots let in year to LBB residents	
Stage 1 complaints			No. of plots let in year to non LBB	
Stage 2 complaints			No. of existing back gate licences	

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Current trustees:	1	Name:	Address:	
		Position:		
		Tel No:	Email:	
		Signature:		Date:
	2	Name:	Address:	
		Position:		
		Tel No:	Email:	
		Signature:		Date:
	3	Name:	Address:	
		Position:		
		Tel No:	Email:	
		Signature:		Date:

4. Current and potential problems

Item	Issues/Actions by Association	Council Actions Required

5. Declaration

This form has been completed by:

Name:	Address:
Position:	
Tel No:	Email:
Signature:	Date:

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6. The society should have a bank account in the name of the society requiring a minimum of two signatures to authorise cheques and other payments.
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8. The society should not distribute to members (or others) any profits or operating surpluses arising from the society's management of its allotment site either in the course of its year-by-year operations or upon its dissolution.

Schedule 6 - Gate License

[illegible]

1. DEFINITIONS

- 1.1 'the Allotment' means the land situate and known as [] in the London Borough of Barnet as edged in red on the Plan
- 1.2 'the Commencement Date' means *[date on which licence is to start]*
- 1.3 'the Gate' means the pedestrian gate installed on the boundary shown marked 'A' on the Plan
- 1.4 'the Plan' means the plan attached to this Licence
- 1.5 'the Plot' means Plot number [] and/or any other plot(s) of the Allotment which are now or may at any time be allocated to the Licensee(s)
- 1.6 'the Licence Fee' means [] per annum or after the first 12 months from the Commencement Date such yearly licence fee from time to time as the Licensors shall impose
- 1.8 'the Initial Fee' means such fee as the licensor may impose for the initial granting of this licence.

2 WHEREAS:-

- 2.1 The Licensors are the leaseholder of the Allotment
- 2.3 It has been agreed between the Licensors and the Licensee(s) that in consideration of the Initial Fee and Licence Fee the Licensors shall grant to the Licensee(s) the permission hereinafter described

NOW THIS DEED WITNESSETH AS FOLLOWS:-

- A. The Licensor permits the Licensee(s) to use the Gate from the Commencement Date for the purpose of access on foot only over and along such parts or parts of the Allotment as are designated or used as footpaths

or roadways for the purpose of access to and egress from the Plot in order to cultivate the Plot and for no other purpose

- B. The permission conferred by this Licence is exercisable by the Licensee(s) and is personal to and for the benefit of the Licensee(s) only
- C. Upon the Licensee(s) ceasing to have an interest in the Plot or ceasing to reside at the Licensee's address above mentioned this Licence shall automatically determine and be at an end save in respect of any outstanding liability of the Licensee(s) under the terms of this Licence.

3. LICENSEE(S)'S OBLIGATIONS

The Licensee(s) agree(s):

- 3.1 to pay the Initial Fee on or before the Commencement Date
- 3.2 to pay the Licence Fee in advance on the [] day of [] in every year the . first such payment or a proportionate part for the period [] to [] to be made on the date thereof.
- 3.2 to maintain and keep the Gate and gate posts in good repair;
- 3.3 to indemnify and keep indemnified respectively the Licensor and the London Borough of Barnet (being the freehold owner of the Allotment) from and against all actions, claims, demands, losses and liability in respect of the use of the permission herein given or any breach of this Licence whatsoever;
- 3.4 to notify the Licensor on the Licensee(s)'s sale or transfer of the Property
- 3.5 not to assign the benefit of this Licence;
- 3.6 not to do permit or allow to be done any damage to any aspect of the Gate and as soon as reasonably practicable to repair any damage which may be caused to the Gate and gate posts;
- 3.7 not to obstruct the Gate or permit or suffer anyone at the Property to expressly or impliedly with his permission or under his control to do so
- 3.8 not to register the benefit of this Licence at the Land Registry or send this Licence or any copy of it to the Land Registry nor to claim or purport to possess any other right of access between the Property and the Allotment whether in common law or otherwise
- 3.9 at the determination of this Licence the Licensee(s) if required by the Licensor shall immediately remove the Gate and shall reinstate such

relevant part of the boundary at the Licensee(s)'s own cost and in all respects to the satisfaction of the Licensor

- 3.10 in the event that the Licensee(s) fail to comply with 3.9 above, the Licensor shall have the right to remove the gate and reinstate the relevant part of the boundary

4. DETERMINATION

- 4.1 This Licence may be determined by the Licensor forthwith by notice to the Licensee(s) upon any breach of any provisions of this Licence
- 4.2 This Licence may be determined at any time by a written notice served by either party on the other and such notice shall be without prejudice to the liability of the Licensee(s) under this Licence up to the date of expiry of the notice and to the rights of the Licensor.

5. NOTICES

- 5.1 Any notice or document shall be deemed to be sufficiently served:
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - (b) three clear days after being sent by first class post to that address,
 - (c) four clear days after being sent by second class post or overseas post to that address,
 - (d) on being handed to the member or its authorised representative personally or, if earlier,
 - (e) as soon as the member acknowledges actual receipt.
- 5.2 Any notice or document shall also be sufficiently served on the Licensee(s) by addressing the same to the Property and any notice or document shall be served on the Licensor by addressing the same to [] or such other address as maybe notified to the Licensee(s) from time to time.

6. COSTS

Each party will bear their own legal and surveyors costs arising from this

Deed.

IN WITNESS whereof the parties have signed this deed the day and year first
before written

SIGNED AS A DEED by the said)
[*licensee(s)*] in the)
presence of:- *witness*)

SIGNED AS A DEED)
on behalf of the Licensor)
[*authorised signatory*])

Dated

[XXXXXXXXXXXXXXXXXXXXXXXXXXXX]

- and -

[XXXXXXXXXXXXXXXXXXXXXXXXXXXX]

L ICENCE

Use of gate – [] Allotment
Gardens

Address of property – []

Schedule 6 - Gate License

[illegible]

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- 1.5 'the Plot' means Plot number [] and/or any other plot(s) of the Allotment which are now or may at any time be allocated to the Licensee(s)
- 1.6 'the Licence Fee' means [] per annum or after the first 12 months from the Commencement Date such yearly licence fee from time to time as the Licensors shall impose
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or roadways for the purpose of access to and egress from the Plot in order to cultivate the Plot and for no other purpose

- B. The permission conferred by this Licence is exercisable by the Licensee(s) and is personal to and for the benefit of the Licensee(s) only
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- 3.2 to maintain and keep the Gate and gate posts in good repair;
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- 3.4 to notify the Licensors on the Licensee(s)'s sale or transfer of the Property
- 3.5 not to assign the benefit of this Licence;
- 3.6 not to do permit or allow to be done any damage to any aspect of the Gate and as soon as reasonably practicable to repair any damage which may be caused to the Gate and gate posts;
- 3.7 not to obstruct the Gate or permit or suffer anyone at the Property to expressly or impliedly with his permission or under his control to do so
- 3.8 not to register the benefit of this Licence at the Land Registry or send this Licence or any copy of it to the Land Registry nor to claim or purport to possess any other right of access between the Property and the Allotment whether in common law or otherwise
- 3.9 at the determination of this Licence the Licensee(s) if required by the Licensors shall immediately remove the Gate and shall reinstate such

relevant part of the boundary at the Licensee(s)'s own cost and in all respects to the satisfaction of the Licensor

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Each party will bear their own legal and surveyors costs arising from this

Deed.

IN WITNESS whereof the parties have signed this deed the day and year first
before written

SIGNED AS A DEED by the said)
[*licensee(s)*] in the)
presence of:- *witness*)

SIGNED AS A DEED)
on behalf of the Licensor)
[*authorised signatory*])

Dated

[XXXXXXXXXXXXXXXXXXXXXXXXXXXXX]

- and -

[XXXXXXXXXXXXXXXXXXXXXXXXXXXXX]

L ICENCE

Use of gate – [] Allotment
Gardens

Address of property – []

Schedule 7 - Schedule of Condition

Part A Site Inspection
Part B Photo Condition
Part C Tree Survey Inspection

Site Name: Byng Road Allotment		Inspection Date: 14 July 2011			
Site Representatives Present		Site Status : Permanent			
Nick Mackley Dick Elms Tony Rowan Wicks Erica McCormick					
Council Officers Present		Byng Road Total Polage at handover:			
Andy Tipping Tracy Sawyer Amin Soorma		Total site polage : 405 Cultivable polage due to future loss from Boundary Trees: 357.5			
Roads & Car Parks					
Item No.	Description	Surface Type	Specific Defects/Condition	Intervention Required By LBB	Photo Number
1	Main Car park located at entrance to allotments	Tarmac	Condition good	None	1a
2	Car park located in front of plots 33 and 32	Tarmac	Condition good	None	2 b
3	Tarmac road from entrance to top of site near plot 4	Tarmac	Fair. Consistent with age. Edges beginning to crack	None	3 e, 3 h
4	Tarmac road across top of site (adjacent to Plot 25B)	Tarmac	Fair. Consistent with age. Edges cracked and breaking away in places, main roadway showing surface cracking.	None	4 e, 4 f
5	Tarmac road running up field to second car park plots 5-9	Tarmac	Fair. Consistent with age. Edges cracked and breaking away in places, main roadway showing surface cracking.	None	5a
6	Car Park in front of Plot 10	Tarmac	Fair. Consistent with age. Edges beginning to crack	None	6a

Boundary Fences & Gates					
Item No.	Description	Ownership	Specific Defects/Condition	Intervention Required By LBB	Photo Number
12	2 Entrance gate - double leaved off Byng road	Site	Good condition. Made from iron and infilled with wire.	None	10 a, 10 b
13	Fencing around car park / entrance with access road/car park	Site	Good condition. Chain link with concrete uprights	None	11 a, 11 b
14	Boundary fencing running from main car park to top edge of allotments. Backing onto Former Study Centre	Site	There is evidence of chestnut fencing in various locations, not complete fence line. The main part of the boundary has no fencing only hedging.	None	12 b, 12 c, 12 e, 12 g
15	Boundary fencing running from study centre to bottom of field	Site	Fair condition. Partly chestnut, brambles, chain link 1.5m high, and chain link 1.8m high topped with barbed wire. Remainder covered with vegetation. Some barbed wire rusted, not taut. 1.5m fence not tight toward top of site.	None	13 e, 13 f, 13 h, 13 g
16	Boundary fencing running from bottom of field to main entrance car park	Site	Condition fair in accordance with age. Chain link fencing Barbed wire rusted in places and areas not at risk of intruders covered with vegetation.	None	14 a, 14 c
17	Triangular piece of land at top corner of allotments backing onto Former study centre	Site	Triangular section of land is statutory Allotment land, but used by the former study centre. Chestnut pail fencing demarks this on site. Large Oak tree located within this area.	None	15 a - c
18	Single gate located at top of site backing onto Former study centre	Site	Good condition. Made from iron and infilled with wire.	None	16 a

Tree Information					
Item No.	Description	Further Info/Quantity	Specific Defects/Condition	Intervention Required By LBB	Tree File Name Photo Number
19	Quercus robur (English Oak)	Sgl/1 Height: 20.0m Spread: 20.0m Trunk: 100cm Age: Over-Mature	Over mature tree fell Jan 2013.	Tree fell Jan 2013 - fallen tree to be removed.	Tree report - Byng Road
20	Quercus robur (English Oak)	Sgl/2 Height: 12.0m Spread: 8.0m Trunk: 25cm Age:	Condition: Fair, single trunk, over mature.	General prune required	Tree report - Byng Road
21	Quercus robur (English Oak)	Sgl/3 Height: 20.0m Spread: 30.0m Trunk: 100cm Age: Over Mature	Good veteran, big cavity with owls nesting	30% Crown reduction.	Tree report - Byng Road
22	Boundary Trees	Various	Consideration to be given to Group TPO and individual TPO's for specimen Oaks located on southern and western boundary.	Consider TPO application	

Schedule 7 – Part B – Photo Condition Schedule – **Byng Allotment**



1A



2B

Schedule 7 – Part B – Photo Condition Schedule – Byng Allotment



3E



3H

Schedule 7 – Part B – Photo Condition Schedule – Byng
Allotment



4E



4F

Schedule 7 – Part B – Photo Condition Schedule – Byng Allotment



5A



6A

Schedule 7 – Part B – Photo Condition Schedule – Byng
Allotment



2A



Water Point

Schedule 7 – Part B – Photo Condition Schedule – **Byng Allotment**



11C



10A

Schedule 7 – Part B – Photo Condition Schedule – Byng Allotment



10B



11A

Schedule 7 – Part B – Photo Condition Schedule – **Byng Allotment**



11B

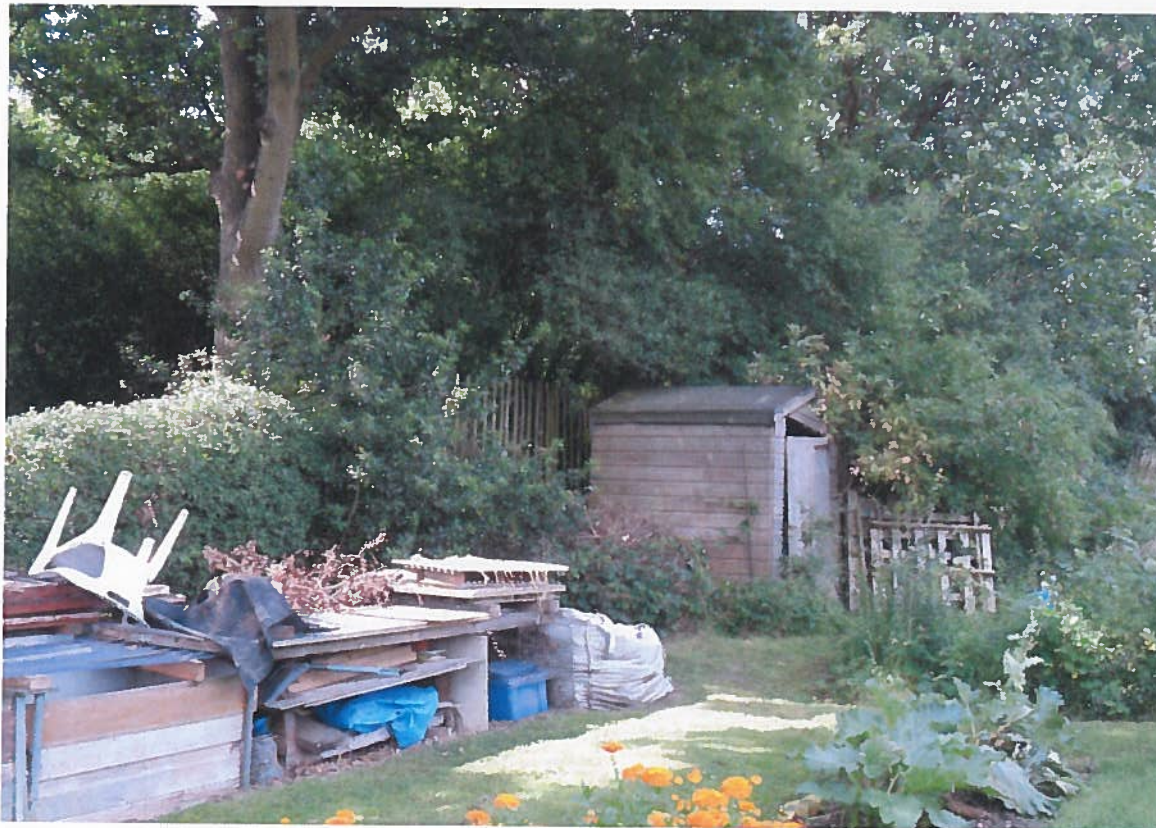


12B

Schedule 7 – Part B – Photo Condition Schedule – **Byng Allotment**



12C



12E

Schedule 7 – Part B – Photo Condition Schedule – Byng
Allotment



12G



13E

Schedule 7 – Part B – Photo Condition Schedule – Byng Allotment



13F



13H

Schedule 7 – Part B – Photo Condition Schedule – **Byng Allotment**



13G



14A

Schedule 7 – Part B – Photo Condition Schedule – Byng Allotment



14C



15A

Schedule 7 – Part B – Photo Condition Schedule – **Byng Allotment**



15B

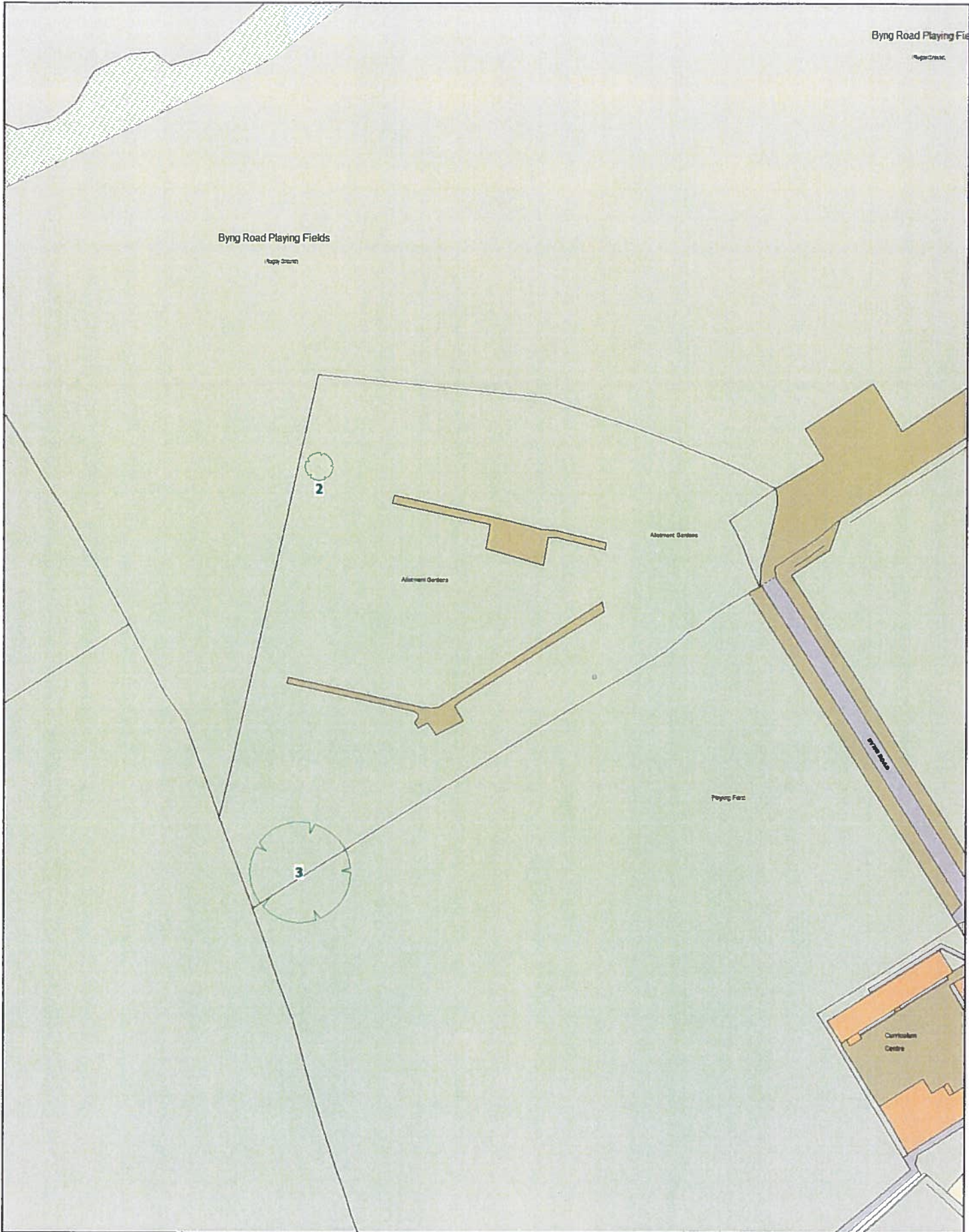


15C

Schedule 7 – Part B – Photo Condition Schedule – **Byng Allotment**



16A



Byng Road Playing Field
Rugby Ground

Byng Road Playing Fields
Rugby Ground

Allotment Gardens

Allotment Gardens

Playing Field

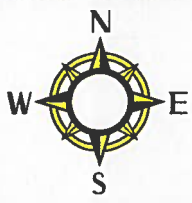
Byng Road

Curriculum Centre



Byng Road Allotments

Scale	Unknown
Date	10/06/2013



Tree Type/Code/Sub: Sgl/1 (18000)

Location: High Barnet (C)

Site: Byng Road Allotments

House/Locn: Within

Species: Quercus robur (English Oak)

Common:

Owner: Allotments

Grid Ref: TQ29-3495-7075

Tree Value: 130982.00

Last Inspection 29/05/2012

Height: 0.0m

Spread: 0.0m

Trunk: 81cm to 100cm

Age: Over-Mature

Features: Soil

Conditions: None recorded..

Priority: No action required

Inspector FGM

Condition: Felled/Fallen

Trunk: N/A

Type: N/A

FuncVal:

SLE:

Recommendations:

None recorded..

Previous Inspection 29/02/2012

Height: 20.0m

Spread: 20.0m

Trunk: 81cm to 100cm

Age: Over-Mature

Features: Soil

Conditions: Fallen - Tree fell in high winds. Severe decay in base. Damage to fence
Trunk decay

Priority: No action required

Inspector FGM

Condition: Felled/Fallen

Trunk: Single

Type: Broadleaf

FuncVal:

SLE:

Recommendations:

None recorded..

Previous Inspection 14/07/2011

Height: 20.0m

Spread: 20.0m

Trunk: 81cm to 100cm

Age: Over-Mature

Features: None recorded..

Conditions: Basal cavity
Major deadwood

Priority: Project

Inspector AHT

Condition: Fair

Trunk: Single

Type: Broadleaf

FuncVal:

SLE:

Recommendations:

Crown reduce 30%

Tree Type/Code/Sub: Sgl/2 (18004)

Location: High Barnet (C)

Site: Byng Road Allotments

House/Locn: Within

Species: Quercus robur (English Oak)

Common:

Owner: Allotments

Grid Ref: TQ29-3414-7136

Tree Value: 8186.00

Last Inspection 14/07/2011

Height: 12.0m

Spread: 8.0m

Trunk: 11cm to 25cm

Age:

Features: None recorded..

Conditions: Large pruning wounds

Priority: Project

Inspector AHT

Condition: Fair

Trunk: Single

Type: Broadleaf

FuncVal:

SLE:

Recommendations:

General Prune

Tree Type/Code/Sub: Sgl/3 (18008)

Location: High Barnet (C)

Site: Byng Road Allotments

House/Locn: Within

Species: Quercus robur (English Oak)

Common:

Owner: Allotments

Grid Ref: TQ29-3409-7017

Tree Value: 130982.00

Tree Notes:

Good veteran, big cavity with owls nesting

Last Inspection 14/07/2011

Height: 20.0m

Spread: 30.0m

Trunk: 81cm to 100cm

Age: Over-Mature

Features: None recorded..

Conditions: Main stem rot
Other - See memo

Priority: Project

Inspector AHT

Condition: Fair

Trunk:

Type:

FuncVal:

SLE:

Recommendations:

Crown reduce 30%

SCHEDULE 8

(SELF-COLLECTS)

Plot No:

2

3

4

5

8

9

10

11

12

13

14

15

16

17

18

19A

19B

20A

20B

21A

21B

22A

22B

23

24A

24B

25A

25B

26A

26B

27A

27B

28A

28B

29A

29B

30A

30B

31A

32A

32B

33A

33B

34A

34B

35A

35B

36A

36B

37A

37B

38A

38B

39

40

41A

41B

42A

42B

43

44A

44B

45A

45B

46A

46B

47A

47B

48A

48B

49

50A

50BB

50BT

51A

51B

52A

52B

53A

53B

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF BARNET was hereunto)
affixed in the presence of:-)



A handwritten signature in black ink, appearing to be 'M. J. ...', written over a horizontal line.

Assurance Director

A handwritten signature in black ink, appearing to be 'Andrew Salt', written over a horizontal line.

Head of Governance

No. IN SEAL
REGISTER
351225

SIGNED AS A DEED by the said)

Erica McCormick in the)

presence of:-)

Erica McCormick

Witness name: *DEBORAH ALLGER*

Witness signature: *DA*

Witness address: *2 ALSTON ROAD*
BARNET, HERTS EN5 4ET

Witness occupation: *COMPANY SECRETARY*

SIGNED AS A DEED by the said)

Richard Elms in the)

presence of:-)

Witness name: *KEITH ARCHER*

Witness signature: *Keith Archer*

Witness address: *125 SALISBURY ROAD*
BARNET EN5 4DL

Witness occupation: *RETIRED*

Richard Elms

SIGNED AS A DEED by the said)

Nicholas Mackley in the)

presence of:-)

Witness name: *KEITH ARCHER*

Witness signature: *Keith Archer*

Witness address: *125 SALISBURY ROAD*
BARNET EN5 4DL

Witness occupation: *RETIRED*

Nicholas Mackley

SIGNED AS A DEED by the said)

in the Anthony Rowan- Wicks)

presence of:-)

Anthony Rowan-Wicks

Witness name: *KEITH AREHER*.....

Witness signature: *Ull Areher*.....

Witness address: *125 SALISBURY ROAD*.....

BARNET ENS45L.....

Witness occupation: *RETIRED*.....

DATED 5th July 2013

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BARNET

- to -

Erica McCormick, Richard Elms,
Nicholas Mackley and Anthony Rowan-
Wicks

LEASE

of the land for allotment gardens to the
North West of Byng Road Barnet

Commencing : 1st April 2013
Term of years : 38
Expiring : 31st March 2051