

DATED

18th may 2021.

DEED OF SURRENDER

Relating to

Land at the East Side of Front Street Appleton Wiske North Yorkshire

Title Number: NYK304246

Administrative area: Hambleton North Yorkshire

Property: Land at the East Side of Front Street Appleton Wiske North Yorkshire

THIS DEED OF SURRENDER is made this 18th day of May 2021

BETWEEN:

PARTIES

- (1) **HAMBLETON DISTRICT COUNCIL** of Civic Centre Stone Cross Northallerton North Yorkshire DL6 2UU (**Landlord**) and
- (2) **APPLETON WISKE PARISH COUNCIL** of "Willow End" Front Street Appleton Wiske Northallerton North Yorkshire DL6 2AA
(**Tenant**).

BACKGROUND

- (A) This deed is supplemental to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Landlord and the Tenant have agreed to enter into this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause 1 apply in this deed.
Lease: a Lease of the Property dated 1st April 1985 and made between the Landlord (1) and the Tenant (2) and all documents supplemental or collateral to that Lease.
Property: Land at the East Side of Front Street Appleton Wiske aforesaid as more particularly described in and demised by the Lease.
- 1.2 Clause headings do not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors or permitted assigns.

2. SURRENDER

- 2.1 **IN CONSIDERATION** of the **RELEASE** by the Landlord pursuant to clause 3 the Tenant **SURRENDERS** and yields up to the Landlord with full title guarantee all its estate interest and rights in the Property and the Landlord accepts the Surrender.
- 2.2 The residue of the term of years granted by the Lease will merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

3. RELEASE OF THE TENANT

The Landlord **RELEASES the Tenant** and its predecessors in title from all the tenant covenants in the Lease but without prejudice to any liability that has accrued before completion of the Surrender.

4. RELEASE OF THE LANDLORD

The Tenant **RELEASES the Landlord** and its predecessors in title to the immediate reversion to the Lease from all the landlord covenants in the Lease

5. LIABILITY

If the Landlord or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this deed. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

6. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under or in connection with it.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a Deed by HAMBLETON DISTRICT COUNCIL by affixing its Common Seal in the presence of:

A. Nelson

Authorised signatory



9400

EXECUTED as a Deed by two Members of APPLETON WISKE PARISH COUNCIL on behalf of the Parish Council:

Member.....
Witness name.....
Witness Signature.....
Address.....
.....
Occupation.....

Member
Witness name.....
Witness Signature.....
Address.....
.....
Occupation.....