

DATED

DEED OF SURRENDER

between

SHROPSHIRE COUNCIL

and

BAYSTON HILL PARISH COUNCIL

JM/EST006259



LEGAL AND DEMOCRATIC SERVICES

The Shirehall Abbey Foregate Shrewsbury SY2 6ND

DX 702024 Shrewsbury 2

This deed is dated

2024

HM Land Registry

Landlord's title number: SL9766 and SL1747

Administrative area: Shropshire

Parties

- (1) SHROPSHIRE COUNCIL of Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND
(Landlord)
- (2) BAYSTON HILL PARISH COUNCIL of the Parish Office, Lyth Hill Road, Bayston Hill SY3 0EW
(Tenant)

BACKGROUND

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

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Annual Rent: the rent reserved pursuant to clause 1.1.1 of the Lease.

Landlord's Conveyancer: Shropshire Council Legal Services of Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND (Reference: JM/EST006259) or any other conveyancer whose details may be notified in writing from time to time by the Landlord to the Tenant.

Lease: a lease relating to Parris Pool and Wood recreation land at Bayston Hill in the County of Shropshire dated 11 February 2009 and made between Shrewsbury and Atcham Borough Council (1) and Bayston Hill Parish Council (2) and all documents supplemental or collateral to that lease.

Property: Parris Pool and Wood recreation land at Bayston Hill, Shropshire as more particularly described in and demised by the Lease.

Tenant's Conveyancer: [](Reference:) or any other conveyancer whose details may be notified in writing from time to time by the Tenant to the Landlord.

- 1.2 Clause, Schedule and paragraph headings shall 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).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, 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 and permitted assigns.
- 1.7 A reference to legislation or legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9 A reference to **writing** or **written** includes fax but not email.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this deed) at any time.
- 1.11 References to a clause is a reference to a clause of this deed.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

2. Surrender

- 2.1 In consideration of the Landlord and the Tenant granting the releases contained in clause 4 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 of the Property.
- 2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

3. Repayment

The Landlord agrees to reimburse the Tenant, within ten working days following completion of this deed, for any amount of Annual Rent paid in advance and for any value added tax chargeable in the UK paid in respect of such Annual Rent under the Lease in respect of the Property attributable to any period after completion of this deed.

4. Releases

- 4.1 Subject to clause 4.2:
- (a) the Landlord releases the Tenant from all the tenant covenants of the and from all liability for any subsisting breach of any of those covenants; and
 - (b) the Tenant releases the Landlord from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them.
- 4.2 The releases set out in clause 4.1(a) and clause 4.1(b) are conditional upon the surrender of the Lease pursuant to clause 2.1 taking effect so that, if the surrender of the Lease pursuant to clause 2.1 does not take effect for any reason whatsoever, the releases set out in clause 4.1(a) and clause 4.1(b) shall also not take effect.

5. Documents

- 5.1 On the date of this deed, the Tenant shall deliver to the Landlord or the Landlord's Conveyancer the Lease and the original part of this Deed.

6. Joint and several liability

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this deed. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

7. Third Party Rights

7.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

8. Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

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 affixing

The Common Seal of

SHROPSHIRE COUNCIL

In the presence of:

.....

Authorised Signatory

Executed as a Deed by

BAYSTON HILL PARISH COUNCIL

Acting by two members pursuant to a resolution of the Council passed on

.....

Parish Councillor

.....

Parish Councillor