

PO 12
Alexander Lane
Playing Fields

DATED 12th February 2008 2007

BRENTWOOD BOROUGH COUNCIL

to

LORRAINE THORNTON

GARDEN LICENCE

of Garden at Fron Cottage
Alexander Lane
Shenfield
Brentwood Essex

Town Hall
Ingrave Road
Brentwood
Essex CM15 8AY

THIS LICENCE is made the *Twelfth* day of *February* Two Thousand and Seven *Eight*

BETWEEN:

- (1) BRENTWOOD BOROUGH COUNCIL of Town Hall Brentwood Essex ("the Council") and
- (2) LORRAINE THORNTON of Fron Cottage Alexander Lane Shenfield in the County of Essex ("the Licensee")

WHEREAS:

- (1) The Council is the owner of a parcel of land at the rear of Fron Cottage Alexander Lane Shenfield ("the Land") more particularly described in the Schedule attached hereto
- (2) The Licensee wishes to use the Land as a garden/for horticultural purposes in conjunction with the Licensee's dwelling and has applied to the Council for permission to use the Land for this purpose

NOW IT IS AGREED as follows:

1. THE Council grants to the Licensee permission to enter on to the Land and to use it as a garden/for horticultural purposes for one year from the 15th November 2007 and thereafter from year to year subject only to the provisions of clause 3 below
2. IN consideration of the grant of this Licence the Licensee will pay to the Council the sum of FIFTY POUNDS (£50.00) per annum, the first payment to be made on the execution of this Licence and each anniversary of that date
3. THIS Agreement is to continue until terminated by either party at any time (except that the Council shall not terminate this Agreement earlier than one

year from the date of this Agreement) by giving the other no less than three calendar months notice in writing (hereinafter referred to as "the Notice") and no part of the Licence fee shall be returnable

4. THE Notice shall be given on the part of the Council by leaving the Notice at the Licensee's premises or by sending the Notice to the Licensee's last known address by first class post and on the part of the Licensee by addressing the Notice to the Council's Director of Legal Services (or his successor in title) and leaving it at the Town Hall Ingrave Road Brentwood Essex or by sending the same by first class post
5. THE Licensee shall to the Council's reasonable satisfaction repair and keep in good condition the boundary walls and/or fences indicated by a "T" mark on the plan annexed hereto
6. THE Licensee shall not during the subsistence of this Agreement remove uproot fell lop top or wilfully damage or destroy or suffer or permit the removal uprooting felling lopping or topping wilful damage or destruction of any trees situated on the Land at the commencement of this Licence
7. THE Licensee must not do anything on the Land that may cause nuisance damage disturbance inconvenience discomfort or annoyance to the Council or any occupant or nearby premises
8. THE Council is not liable for any accident or loss or damage suffered by the Licensee in using the Land
9. THE Licensee must indemnify the Council against all actions/proceedings or claims by any third party arising from her use of the Land
10. THE Licensee will not at any time during the subsistence of this Agreement erect or build or permit or suffer to be erected or built any building or erection whatsoever upon any part of the land

11. THE Licensee accepts that the Council its duly authorised agents workmen or other persons have the right to enter on to the Land at all reasonable times for the purpose of inspection
12. THE Licensee shall pay the Council's costs of preparing this Agreement and a Counterpart thereof
13. NOTHING contained in this licence is to create the relationship of landlord and tenant
14. THIS Agreement is personal between the parties hereto and the beneficial user thereof shall not be assignable and if the Licensee shall sell or otherwise dispose of the dwelling known as Fron Cottage Alexander Lane Brentwood then the Licensee shall inform the Council in writing forthwith

IT WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Licensee has signed this Licence as a deed the day and year first above written

SCHEDULE

Land shown coloured green on the attached plan situate at the rear of Fron Cottage Alexander Lane Shenfield Essex

EXECUTED AS A DEED by
BRENTWOOD BOROUGH COUNCIL
whose Common Seal was hereunto
affixed in the presence of:-

MAYOR

CHIEF EXECUTIVE



SIGNED AS A DEED by the said
LORRAINE THORNTON
in the presence of:-



L.Thornton

WITNESS:

MR. STEFANO TIZZANO
11 THE CEDARS
IVY HOUSE LANE
BERKHAMSTED
HERTS HP4 2PE



S. TIZZANO