

DATED 1st September 1997

WARWICK DISTRICT COUNCIL (1)

AND

THE GOVERNORS OF THE LORD LEYCESTER HOSPITAL (2)

AND

THE TRUSTEES OF THE CHARITY OF THOMAS OKEN AND NICHOLAS EYFFLER (3)

A G R E E M E N T

relating to
THE OLD TOWN WALL
WARWICK

Heath & Blenkinsop
Solicitors
13 Old Square
WARWICK
(JMPH)

THIS AGREEMENT is made the
day of 1997 BETWEEN (1) WARWICK DISTRICT
COUNCIL OF TOWN HALL LEAMINGTON SPA WARWICKSHIRE (2) THE
GOVERNORS OF THE LORD LEYCESTER HOSPITAL WARWICK WARWICKSHIRE AND
(3) THE TRUSTEES OF THE CHARITY OF THOMAS OKEN AND NICHOLAS
EYFFLER OF 38 HIGH STREET WARWICK WARWICKSHIRE

1. DEFINITIONS

1.1. The Council shall mean Warwick District Council

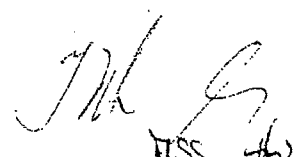
1.2 The Governors shall mean The Governors of the Lord
Leycester Hospital as aforesaid
acting by two of their number

1.3 The Trustees shall mean The Trustees of The Charity of Thomas
Oken and Nicholas Eyffler as aforesaid
acting by two of their number

1.4 The Wall shall mean The Old Town Wall of Warwick so far
only as the extent of the same
is delineated on the Plan
attached hereto and thereon
coloured pink

1.5 The Plan shall mean The Plan attached hereto and signed by
or on behalf of the parties
hereto

1.6 The Repairs shall mean those works as are deemed necessary
and agreed by the parties hereto
to make good and stabilise The
Wall so as to put the same into
a good and safe condition

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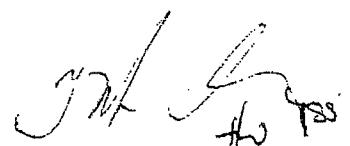
to a specification approved by
English Heritage and agreed
by the parties hereto

1.7 The Repair Cost shall mean the cost of The Repairs

1.8 The Maintenance shall mean such further works but
excluding The Repairs in the
nature of works as are deemed
necessary either by the parties
hereto or and by any such statutory
or other body or individual as the
parties hereto appoint

1.9 The Maintenance Charge shall mean the annual amount which will
be due from and agreed by the parties
hereto and any further owners of land
adjacent to The Wall such amount
being that required to discharge on
an annual basis The Maintenance
together with any sums arising
by way of the cost of supervision by
independent advisors and by way of
professional fees and to
include so far as appropriate
and subject to such legislation
as appertains at the time value
added tax thereon but not so as at
any time to create a reserve or fund
as to future maintenance and repair
costs

1.10 The Formula shall mean the method agreed between the

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parties hereto for delineating the extent of the wall which each party hereto and any further owners of land adjacent to the wall will be deemed to be responsible for The Maintenance and upon which The Maintenance Charge of the parties hereto and any further owners as aforesaid will be calculated

W H E R E A S:

2. (i) On the 11th February 1993 a section of The Wall adjacent to land on one side owned by The Governors and on the other side owned by The Trustees collapsed occasioning damage to property owned by The Trustees

2. (ii) Warwick District Council exercising their emergency powers under the Building Act 1984 entered the land adjacent to The Wall and made the collapsed section of The Wall safe

2. (iii) From the date of the collapse of the section of The Wall to the date of this Agreement the parties hereto together with other parties namely other owners of land adjacent to The Wall have endeavoured to establish the ownership of The Wall and to agree subject to the ownership the responsibility for the repairs but notwithstanding those efforts enquiries and investigations as to the history of The Wall and Counsel's Opinions being taken the parties hereto have been unable to establish the ownership of The Wall beyond reasonable doubt

2. (iv) In order to overcome further costs being incurred by the parties hereto and with the uncertainty of the legal ownership of The Wall the parties hereto now seek to proceed by way of this Agreement

2. (v) In order to overcome the problem of establishing ownership of The Wall and to enable The Repairs to be carried out the parties hereto wish to enter into this Agreement so as to bind themselves and their successors in Title so far as they are able to ensure that The Repairs are carried out and provision is made for The Maintenance

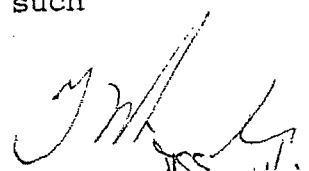
3. NOW IT IS AGREED as to The Repairs as follows:

3.1. On the completion of this Agreement by the mutual agreement of all the parties hereto The Council in accordance with previous quotations and specifications approved by the parties hereto will instruct the approved contractors to commence The Repairs

3.2. The Repairs will be supervised by The Council's relevant officers and professional advisers and The Council will during the time that The Repairs are being undertaken keep The Governors and The Trustees properly and fully informed of the progress of The Repairs

3.3. The Governors and The Trustees will at all reasonable times whilst The Repairs are being undertaken co-operate with The Council their officers professional advisers contractors and employees with regard to access to the land adjacent to The Wall

3.4. The Council subject to the provisions of this Agreement will indemnify The Governors and The Trustees against all actions costs claims and demands arising from or in connection with The Repairs The Council having secured similar indemnities from the approved contractor and will effect and maintain at all times such



policy\policies of insurance as are required by statute or which The Council may deem necessary and prudent in the circumstances

3.5 The Repair Cost which has been considered by the parties hereto and their officers will be borne as to the sum of Thirty-six thousand three hundred and thirty pounds (£36,330.00) by The Governors the sum of Thirty-six thousand three hundred and thirty pounds (£36,330.00) by The Trustees a grant of Eighty three thousand one hundred and ninety pounds (£83,190.00) by English Heritage and as to the balance by the Council save that The Governors and The Trustees will only be called upon at the completion of The Repairs to each contribute the initial sum of Twenty-five thousand pounds (£25,000.00) and will pay the balance of their contributions namely the sum of Eleven thousand three hundred and thirty pounds (£11,330.00) over a period of five years from the date of completion of The Repairs without interest thereon to The Council by five annual payments commencing on the first anniversary of completion of The Repairs each of such annual payments being in the sum of Two thousand two hundred and sixty-six pounds (£2,266.00) and in consideration of the foregoing The Council will in the meantime settle The Repair Cost upon satisfactory completion of The Repairs and indemnify The Governors and The Trustees in respect of the same

3.6. Notwithstanding the foregoing provisions in the event that on completion of The Repairs The Repair Cost is less than the sum of One hundred and seventy-seven thousand pounds (£177,000.00) then The Governors' The Trustees' and The Council's contributions under this Agreement shall be reduced accordingly in equal proportions and not in ratio to the amount of their respective contributions

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3.7. The parties hereto agree in consideration of the provisions of this Agreement mutatis mutandis that they will be responsible for all of their own costs fees and charges incurred in relation to the collapse of and The Repairs to The Wall

4. NOW IT IS AGREED as to The Maintenance as follows:

4.1. The parties hereto agree that The Plan delineates conclusively the extent of The Wall being the subject of this Agreement

4.2. The parties hereto agree with the object of providing in perpetuity for the future maintenance and repair of The Wall that at no cost to the owners of land adjacent to The Wall a suitably qualified officer of The Council shall annually inspect The Wall and report in writing to all the parties hereto and to any further owners of the land adjacent to The Wall as to the condition of The Wall and make such recommendations as to maintenance and repair as he/she deems appropriate to ensure that The Wall remains in a good and safe condition to a specification as will be approved by English Heritage (or such subsequent body as may be created in succession to English Heritage)

4.3. The parties hereto and any other owners of land adjacent to The Wall as may enter into any supplemental agreement will subject to such said recommendations being fair and reasonable and subject also to the provisions of Clause 4.6. of this Agreement then pay to The Council within twenty-eight days of receipt by them of an account such sum by way of contribution to the total cost of the completed works as is calculated in accordance with The Formula and constitutes with the other contributions The Maintenance Charge

4.4. The Maintenance Charge which will be calculated and payable on an annual basis shall be contributed by the parties hereto in the following proportions (The Wall having a linear measurement in

total of both sides of one hundred and sixty-four decimal point six metres (164.6 metres) in accordance with The Formula

The Governors	50% (Fifty per cent) (82.3 Metres) (Eighty two decimal point three)
The Trustees	13.97% (Thirteen decimal point nine seven per cent) (23 Metres) (Twenty-three Metres)
The Council	36.03% (Thirty-six decimal point zero three per cent) No Wall frontage

and by way of record only as to linear measurement the other owners of land adjacent to The Wall

The Trustees of Warwick

United Charities	19.7 Metres (Nineteen decimal point seven Metres)
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The Trustees of The Warwickshire

Association for the Blind	30.6 Metres (Thirty decimal point six Metres)
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The Owner(s) of The Old Forge	9.0 Metres (Nine decimal point zero Metres)
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4.5. All the parties hereto notwithstanding the terms of this Agreement will use their best endeavours to obtain contributions to The Maintenance Charge from the other owners of land adjacent to The Wall not being parties hereto namely The Trustees of Warwick United Charities The Trustees of the Warwickshire Association for the Blind and The Owner(s) of The Old Forge and will also use their

best endeavours to persuade the said other owners of land adjacent to The Wall to acknowledge the terms of this Agreement so far as the same relate to The Maintenance of The Wall

4.6. Upon receipt of a contribution or an acknowledgement from one or more of the said other owners of land adjacent to The Wall it is agreed that the amount of the contribution payable by The Council shall be reduced to thirty per cent of the Maintenance Charge and the balance received by way of a percentage and all subsequent contributions or acknowledgements from the other owners of land adjacent to The Wall will reduce pro rata the percentages of the contributions payable initially by The Governors and by The Trustees

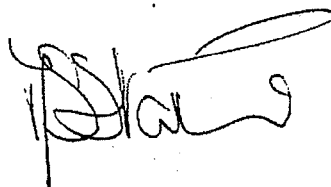
4.7. The parties hereto hereby agree that any dispute arising under this Agreement shall be referred to the decision of a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modifications or re-enactment thereof for the time being in force

5. NOW IT IS AGREED generally as follows:

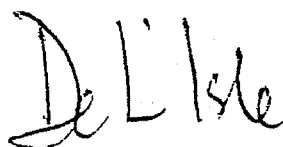
5.1. The perpetuity period so far as appropriate and applicable to this agreement shall be a period not exceeding eighty years

AS WITNESS

SIGNED on behalf of
Warwick District Council)
by MARY-SUE STATHE)
Head of Legal Services)



SIGNED by THE RIGHT)
HONOURABLE VISCOUNT)
DE L'ISLE as and on)
behalf of The Governors)
of the Hospital of)
Robert Earl of Leicester)
(The Governors))




TC Chanku

John R. ...

Herbert J. ...

Heinrich
Schütz, Wernicke