

Minutes of Barton Turf & Irstead Parish Council Extraordinary Meeting
held on Tuesday 13th August 2019

Present: D Dean, M Mills, J Menges, H McFadyen and D Bradley (Clerk)

Also present: 2 parishioners

Apologies from J Fletcher

The Clerk requested nominations for Chair. J Menges nominated M Mills, seconded by H McFadyen. M Mills accepted and took the Chair.

The reason for the meeting is to bring all documentation to the Councillors, following the recent resignation of Chairman Tim Edmunds who has liaised with the Broads Authority over the last three years.

Relating to the Draft Broads Authority 24 hour mooring Lease at Barton Staithe - Engrossment lease V1

Firstly on Page 1 - The Chair Tim Edmunds is no longer Chair or Councillor, so until such time as another two Councillors are elected or co-opted and a new Chair appointed the name and address of the Chair is currently incorrect.

Para 1.1: (Permitted Use) To delete the word 'canoeing' as this is covered by the word 'boats',

otherwise why not also mention kayaks, windsurfers etc.

Therefore to read under Permitted Use:

the provision of boat moorings for visiting craft free of charge and anglers permitted who shall make way for boats seeking to moor

Para 3.2: To correct a typing error 'over an along'

Therefore to read:

A right to pass and repass on foot at all times over and along so much of the Landlord's Neighbouring Property as is necessary to access the Property

Para 14: The Landlord wants the Tenant's crafts to be included, and for no craft to be

charged for not exceeding 24 hour period

Therefore to read:

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property except that moorings by the Tenant or third parties for no more than 24 hours free from charge at any one visit shall be permitted

Para 16.2: Agreed, but subject to securing the Landlord's consent, such consent not to be

Unreasonably withheld

Therefore to read:

The Tenant shall be permitted to install safety ladders, chains, safety throw lines and ancillary equipment and thereafter maintain the same, subject to securing the Landlord's consent, such consent not to be unreasonably withheld

Para 17.2: Additional words to be included 'is in place'

Therefore to read:

The Tenant shall not attach any Signs to the Property except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord, such consent not to be unreasonably withheld where a 24 hour mooring sign is in place

Para 19.3: To change 48 hours to 24 hours, and change 'reasonable endeavours' to 'best endeavours'

Therefore to read:

The Tenant shall use its best endeavours not to permit the premises to be used by a single craft for more than 24 hours

Para 30.2: Agreed, but to include an additional note to keep the Landlord informed ahead of work being started

Therefore to read/be included:

Para 30.2.4 The Tenant should obtain written confirmation from the Landlord that the Landlord is satisfied with the Tenant's proposed works at least 28 days in advance of such works being carried out. No works to be carried out without the Landlord's written consent.

The Clerk is to send the above details to Mrs O'Connor at the Broads Authority. Councillors requested the Clerk arrange a possible meeting with her to ensure the lease will include all the above amendments and which may need clarification before the final Lease goes to the Solicitors, as well as the trial 'stern on mooring' at Barton Staithe, going forward.

The Chairman closed the meeting.