

THIS (UNDER) LEASE made the \_\_\_\_\_ day of \_\_\_\_\_ One Thousand  
Nine Hundred and 81 BETWEEN ROSSENDALE BOROUGH COUNCIL (hereinafter called  
"the Council" which expression shall where the context so admits include the person  
for the time being entitled to the reversion immediately expectant on the determination  
of the term hereby granted) of the one part and HANNAH SUTCLIFFE LAW  
of 61 BOOTH CRESCENT WATERFOOT ROSSENDALE LANCASHIRE  
(hereinafter called "the Lessee" which expression shall where the context so admits  
include his successors in title) of the other part.

WHEREAS

(1) By a Lease dated the 16th day of October One Thousand Nine Hundred  
Thirty Seven the property known as Barnbold Farm

(of which the property hereby demised forms part) was demised unto

The Mayor Aldermen and Burgesses of the Borough of Rawtenstall

for a term of 999 years from 1st October 1937

(2) The Council is now entitled to the unexpired residue of the term created by the  
said Lease subject to the payment of the rent reserved thereby and the performance and  
observance of the covenants on the part of the Council and the conditions contained  
in the said Lease but otherwise free from incumbrances

NOW THIS DEED WITNESSETH as follows:-

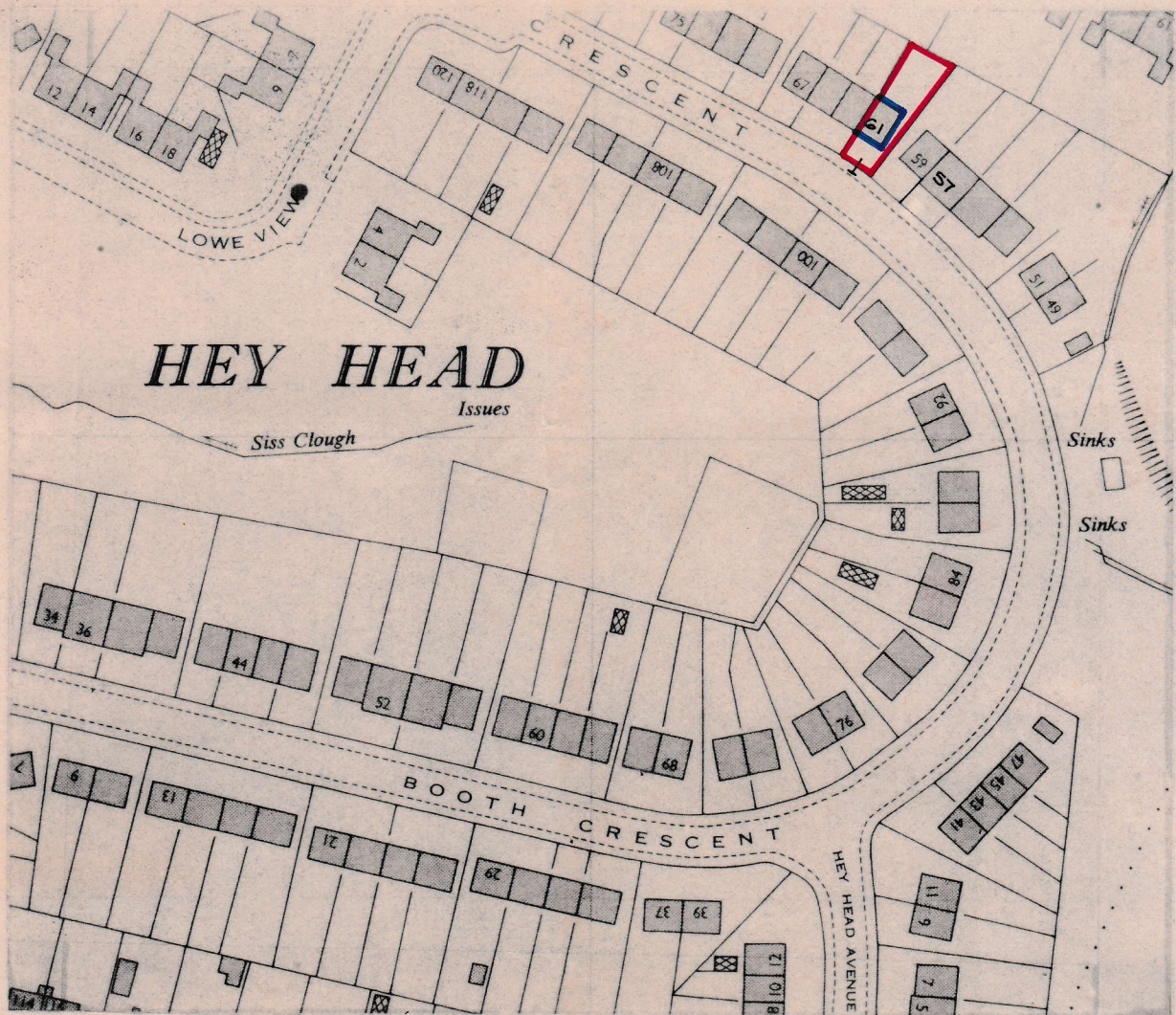
1. IN consideration of the sum of THREE THOUSAND NINE HUNDRED AND FIFTY POUNDS  
paid by the Lessee to the Council (the receipt whereof the Council hereby acknowledges)  
~~and of the rent hereinafter reserved~~ and of the covenants conditions and agreements  
hereinafter contained and on the part of the Lessee to be paid observed and performed  
the Council hereby DEMISE unto the Lessee ALL the property shown edged red on the plan  
annexed hereto and more particularly described in the First Schedule hereto (hereinafter  
called "the demised property") Together with the rights easements and other matters  
therein mentioned EXCEPT AND RESERVED to the Council hereout the matters mentioned in  
the Second Schedule hereto and Subject to the (rights easements exceptions reservations  
incumbrances and other matters ) referred to in the Third Schedule hereto

~~TO HOLD the same unto the Lessee for a term of \_\_\_\_\_ years from the \_\_\_\_\_ day  
of \_\_\_\_\_ One Thousand Nine Hundred and \_\_\_\_\_~~

TO HOLD the same unto the Lessee for the residue of the term created by the said  
Lease (less the last ten days thereof)



PLAN REFERRED TO



Boundary marked  $\mp$  sole responsibility of owner.

ORDNANCE SURVEY SHEET No. SD 8422 SW.

BOROUGH  
OF  
ROSSENDALE

61 Booth Crescent, Waterfoot.

R F Seed B Eng C Eng MICE  
Chief Technical Officer

Stubbylee Hall  
Bacup

scale 1:1250.  
date August 1981.  
drawn J. M. Cotton.

- (ii) To repair and keep the whole of the demised property and all additions thereto and the boundary walls and the fences indicated with a "T" on the said plan in tenantable repair and to bear a fair proportion in case of dispute to be conclusively determined by the Council of the expense of repairing maintaining renewing painting and cleansing of any sewers drainpipes party walls fences eaves gutters passageways and any other things used or to be used in common with the occupiers of the demised property and the occupiers of any adjoining or neighbouring premises and to paint and varnish and colour (as necessary) all the external parts of the demised property when and in such a manner as may be reasonably required by the Council
- (iii) To insure and keep insured the demised property to the full value thereof at all times throughout the term hereby granted against damage by fire in some insurance office of repute to be approved by the Council (such value to be determined by the Council) and to make all payments necessary for the above purpose within seven days after the same shall respectively become payable and to produce to the Council on demand for inspection the policy or policies of such insurance and the last receipt thereof Provided Always that if the Lessee shall at any time fail to keep the demised property insured as aforesaid the Council may do all things necessary to effect or maintain such insurance and any money expended by them for that purpose shall be repayable by the Lessee on demand and be recoverable forthwith by action
- (iv) In the event of the demised property or any part thereof being destroyed or damaged as aforesaid forthwith to rebuild and reinstate the same to the satisfaction of the Council in such manner as shall be previously approved in writing by the Council it being hereby agreed that all moneys to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the demised property and in case the same shall be insufficient for that purpose then the Lessee shall make up the deficiency out of the Lessee's own moneys
- (v) Within two months of every assignment assent transfer or underlease

(otherwise than by way of mortgage) of or relating to the demised property or any part thereof to give notice thereof to the Council and (if required) to produce to the Council such assignment assent transfer or underlease and to pay to the Council their reasonable fees in respect of the registration thereof

- (vi) To perform and observe all the obligations which the Council as Lessors of the demised property may be liable to perform or observe during the said term by reason of any Act of Parliament or other statutory provision or of any direction or requirement of any Public or Local Authority
- (vii) To perform and observe the covenants on the Council's part contained in the said Lease so far only as the same relate to or affect the demised property except only the covenant for payment of the rent reserved thereby and the covenant for insurance therein contained and to keep the Council indemnified against all actions claims damages costs and expenses in any way relating thereto
- (viii) To observe and perform the conditions set out in the Fourth Schedule hereto and not to sell transfer or let or attempt to sell transfer or let the demised property in breach of the said condition
- (ix) Not to use the demised property other than as a single private dwellinghouse and in particular but without prejudice to the generality of the foregoing not to carry on or conduct therefrom any trade or business without the prior consent of the Council
- (x) Not to do or permit or suffer to be done on the demised property or upon any right of way thereto hereby granted nor keep or permit or suffer to be kept thereon anything which might be or become or cause any nuisance or annoyance to the Council or the occupiers of the neighbouring property
- (xi) Not without prior consent in writing of the Council's Chief Technical Officer for the time being to erect any structure within the curtilage of the demised property nor to make any structural alteration or addition thereto and in particular but without prejudice to the generality of the foregoing not to make

any other alteration or addition to the demised property which might alter the external appearance of the buildings erected thereon

- (xii) Not to erect or permit or suffer to be erected on the demised property or any part thereof any advertisement board or hoarding without the prior consent in writing of the said Chief Technical Officer except an advertisement board signifying that the demised property is for sale
- (xiii) Not without the prior consent of the said Chief Technical Officer to erect on any chimney forming part of the demised property or on the demised property and other property jointly any aerial or other apparatus for the reception or transmission of radio or television
- (xiv) Not without the prior consent in writing of the said Chief Technical Officer to park or station or permit or allow any visitor to the demised property to park or station any vehicle goods vehicle caravan boat or the like within the curtilage of the demised property
- (xv) To the satisfaction of the said Chief Technical Officer to maintain the structural and external quality and state of the demised property in a good and satisfactory state and condition
- (xvi) The demised property and the adjoining or adjacent property shall have the right to and be subject to the burden of the use of all existing channels sewers drains water courses pipes wires and cables in or under the demised property and the benefit of any existing or future buildings on the demised property or the adjoining or adjacent property respectively subject to the liability of each person making use of such services to contribute a fair and rateable proportion of the expenses of the repair renewal reconstruction or enlargement thereof whenever necessary from the point of his inlet to the outfall
- (xvii) The spouts for pipes and water pipes which serve the demised property and the adjoining property jointly (if any) shall be maintained and repaired and the cost thereof borne in a fair and rateable proportion by the Lessee and the Council or the persons deriving title under either of them

~~(xviii) Not to erect any fence wall gate or other kind of structure nor grow any hedge on the boundaries of that part of the demised property between any roads and footpaths on to which the demised property abuts and a line co-extensive with the frontage or frontages of any dwellinghouse erected or to be erected on the demised property~~

5. SUBJECT to the Lessee observing and performing all and singular the covenants and conditions and agreements herein contained and on the part of the Lessee to be respectively observed and performed the Council hereby COVENANTS with the Lessee that the Lessee shall and may during the continuance of the said term peaceably and quietly have occupy possess and enjoy the demised property without any interruption or disturbance by the Council or any person lawfully claiming by from and under them

6. IT IS HEREBY AGREED AND DECLARED between the parties hereto:-

- (a) That the demised property is subject to any rights of way light or air or other easements as are at present existing
- (b) That the walls and fences separating the demised property from the adjoining premises of the Council and all pipes eaves gutters sewers drains downspouts passageways accesses and other structures and things used in common with such adjoining premises are and shall be party walls fences pipes eaves gutters sewers drains downspouts passageways accesses structures and things
- (c) That as between the demised property on the one hand and the adjoining premises belonging to the Council or its lessees on the other hand all rights and privileges of support way water and drainage and all other easements and quasi or apparent easements rights and privileges as the same were immediately prior to the grant of this (Under) Lease used exercised or enjoyed by the one property or the Council or Lessee or occupier thereof over the other premises whilst in one ownership shall (except as otherwise stated in this (Under) Lease) continue to be maintained exerciseable used or enjoyed in the like manner and to the like extent hereafter and all necessary easements cross easements and rights in that behalf shall be deemed to be granted or reserved by or out of this demise as the case shall require

7. PROVIDED ALWAYS and it is hereby further agreed that:

- (i) if default shall be made in the performance or observance of any of the covenants conditions or provisions on the part of the Lessee herein contained it shall be lawful for the Council to re-enter upon the demised property or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Council in respect of any breach of any of the covenants by the Lessee hereinbefore contained
- (ii) the Council shall retain the free and unfettered right to sell or lease or otherwise deal with any other part or parts of the Council's adjoining or neighbouring premises free from the covenants herein contained or any of them and either subject to or free from any restrictions or stipulations and in such manner and on such terms as they think fit and to release or vary any covenant stipulation or restriction imposed by the Council and affecting such adjoining or neighbouring premises

8. THE provisions of Section 196 of the Law of Property Act 1925 shall apply to any notices required to be served under this (Under) Lease

9. IN this Lease unless the context otherwise requires words importing the masculine gender only include the feminine gender and words importing the singular number only include the plural number and where there are two or more persons included in the expression "the Lessee" the covenants deemed to be made by such persons shall be deemed to be so made by them jointly and severally

10. JOINT TENANCY CLAUSES - if required

11. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than the rent exceeds Twenty Thousand Pounds

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Lessee has set his hand and seal to the Counterpart hereof the day and year first before written



FIRST SCHEDULE

(Property and rights enjoyed therewith)

ALL that Leasehold plot of land with the dwellinghouse erected on some part thereof and known as number 61 BOOTH CRESCENT WATERFOOT ROSSENDALE LANCASHIRE

TOGETHER WITH (so far as the Council can grant the same in common with the Council and all other persons entitled thereto)

- (1) The free and uninterrupted passage and running of water soil gas and electricity over through and along all channels sewers drains water courses pipes wires and cables in or under the adjoining or adjacent property of the Council to and from the demised property with the right for the Lessee to enter on the adjoining or adjacent property for the purpose of repairing cleansing and maintaining the said channels sewers drains water courses pipes wires and cables subject to his making good all damage caused by such entry
- (2) All such rights or quasi-rights and easements or quasi-easements in the nature of way water drainage passage of soil support drip transmission of television or radio rediffusion and other privileges of a continuous nature formerly used and enjoyed by the owners or occupiers of the demised property in through or over the adjoining or adjacent property now or formerly in the ownership of the Council as if the demised property and such adjoining or adjacent property had hitherto been in different ownership and such rights had been acquired by prescription but excluding the right to use any communal television and radio aerial serving the housing estate on which the property is situated
- (3) So far as the Council can lawfully grant the same but not further or otherwise a right of way in common with the Council and all others have the like right over and along the passageway or drive coloured blue outside the boundaries of the demised property on the said plan the Lessee paying a proper proportion of the expense of keeping the said passageway or drive in a proper state of repair and condition

SECOND SCHEDULE

(Easements excepted and reserved to the Council)

There is excepted and reserved out of the demised property unto the Council or other the owners or occupiers for the time being of the adjoining or adjacent property and so that such exception and reservation may insofar as necessary operate by way of grant or re-grant:-

- (1) The free and uninterrupted passage and running of water soil gas electricity television or radio rediffusion or reception over through and along all channels sewers drains water courses pipes wires and cables in on or under the demised property and all other rights or quasi-rights and easements or quasi-easements in the nature of light air drainage passage of water and soil drip support and other privileges of a continuous nature hitherto used and enjoyed by such adjoining or adjacent property in through or over the demised property as if the demised property and such adjoining or adjacent property had hitherto been in different ownership and such rights had been acquired by prescription
- (2) The right for the Council its servants agents and contractors at all reasonable times to enter upon the demised property with or without workmen for the purpose of inspecting cleansing repairing maintaining renewing or relaying the said channels sewers drains water courses pipes wires and cables or repairing or maintaining any building now or hereafter erected on the adjoining or adjacent property or any fences or outbuildings thereto
- (3) Notwithstanding anything to the contrary hereinbefore contained there shall be expressly excepted any absolute or indefeasible right of free passage of light and air to any windows or openings in any building standing or hereafter to be erected on any part of the demised property and any such use of light or air over any adjoining or adjacent property of the Council shall be deemed to be with the consent and by the leave and licence of the Council
- (4) The right for the Council and the lessees or occupiers of the adjoining or adjacent property to enter on the demised property for the purpose of carrying

out any repairs renewals or maintenance of such adjacent or adjoining property (including window cleaning) as may be necessary from time to time and to place on the demised property ladders scaffolding and any other apparatus and materials necessary for any such purpose

- (5) Without prejudice to Clause (1) hereof the right of free passage and running of water (and soil through the soil water drain) by and through the drains laid in or under the demised property or by and through the drains to be laid from any other property of the Council which may be connected to such drains
- (6) The right to pass and repass (~~with or without private motor cards~~) (on foot only) over and along the land coloured blue inside the boundaries of the demised property on the said plan for all lawful purposes in connection with the use and enjoyment of such adjoining or adjacent properties

THIRD SCHEDULE

(Existing covenants and stipulations)

The covenants and/or stipulations more particularly contained or referred to in the undermentioned Deed(s) so far as they relate to and affect the demised property

<u>Date</u>	<u>Deed</u>	<u>Parties</u>
16th October 1937	Lease	Arthur Brocklehurst (1) and The Mayor Aldermen and Burgeses of the Borough of Rawtenstall

FOURTH SCHEDULE

(Covenants and conditions imposed by this (Under)Lease applicable for a period of five years from the date hereof (Clause 2 (ii) Hereof))

- (1) To pay to the Council on demand the amount specified in paragraph (2) below if, within a period of five years, there is a disposal falling under paragraph (3) below, and if there is more than one such disposal then only the first of them
- (2) The amount payable hereunder is an amount equal to the discount to which the Purchaser was entitled but reduced by twenty per cent (20%) of that discount for each complete year which elapses after the date hereof and before the disposal
- (3) A disposal falls within this covenant if it is:-
  - (a) an Assignment of the (Under)Lease;
  - or
  - (b) the grant of a lease or sub-lease for a term of more than twenty one years otherwise than at a rack rentwhether the disposal is of the whole or part of the property

ORIGINAL

THE COMMON SEAL of ROSSENDALE )  
BOROUGH COUNCIL was hereunto )  
affixed in the presence of: )

Mayor

Chief Executive Officer

COUNTERPART

SIGNED SEALED AND DELIVERED )  
by the said )

in the presence of: )