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Title Number MS192334

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24.80

LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1975

LAND REVENUE
15. SEP 1983
PRODUCED
FINANCE ACT 1981

COUNTY MERSEYSIDE

DISTRICT WIRRAL

TITLE NO. MS171141

PROPERTY LAND ON THE NORTH EAST SIDE OF ST PETER'S ROAD, ROCK FERRY

THIS LEASE is made as follows:-

DATE 26th July 1983.

PARTIES THE COMPANY

BELLWAY BUILDERS
DOBSON HOUSE
REGENT CENTRE
GOSFORTH
NEWCASTLE UPON TYNE

THE LESSEE

JOHN BERNARD D
OF FLAT 8
8 SPITAL ROAD
BEBBINGTON

Definitions:-

Where the context admits:-

"THE PLAN"

is the plan attached to this lease

"THE ESTATE"

is the land situate at St. Peter's News, Rockferry in the County of Merseyside now or formerly comprised in Title Number MS171141

"THE BLOCK"

is the block of flats edged red on the Plan

"THE FLAT" (Lower)

is the lower flat numbered 50 being on the ground floor of the Block and is coloured blue on the Plan and includes the lower one half part in depth of the structure between the ceilings of the Flat and floors of the flat above



MS192334



SEQ59

Photo Copy

and (subject to clause 4 (b) hereof)
the internal and external walls of the
flat up to the same level on the land
and structure of the below flat including
the foundations supporting the internal
and external walls thereof but does not
include the stair case (and landing)
leading to the flat above

"THE GARDEN" is the land coloured red on the Plan

"THE PARKING AREA" is the land hatched black on the Plan

"THE PROPERTY" is the Flat the Garden and the Parking
Space edged purple together with the
rights as set out in the First Schedule
hereto but except and reserved as set
in the Second Schedule hereto

"THE TERM" is nine hundred and ninety nine years
calculated from the Fifteenth day of
October One thousand nine hundred and
eighty one

"THE RENT" £20 per year

"THE LESSEE" includes his successors in title and
masculine includes the feminine and vice
singular includes the plural and vice
versa where the Lessee consists of more
than one person the covenants on the part
of the Lessee shall be joint and several
and such persons shall be joint tenants
the property in equity and the survivor
of them can give a valid receipt for
capital money arising on a disposition
of the demised premises

"THE COMPANY" includes its successors in title or
other the owner or owners for the time
of the reversion immediately expectant
the determination of the term hereby

WITNESSETH:-

1. IN consideration of the sum of Seventeen thousand four hundred and fifty pounds now being paid by the Lessee to the Company and the Rent hereby reserved and the covenants on the part of the Lessee herein contained the Company HEREBY DEMISES the Property to the Lessee TO HOLD the same to the Lessee for the Term the Lessee PAYING THEREFOR the Rent of Twenty Pounds in advance by half yearly instalments on the first of October and the First of April in each year the first payment to be paid on the execution hereof

2. (a) THE LESSEE hereby covenants with the Company and its successors in title during the currency of the Term in the terms set out in the Third Schedule hereto

(b) THE LESSEE hereby covenants with the Company and its successors in title and with and for the benefit of the owners and lessees from time to time during the currency of the Term of the other flats comprised in the Block and in adjoining or neighbouring blocks in the terms set out in the Fourth Schedule hereto.

(c) THE LESSEE to the intent that this covenant shall bind the property and the owner or owners thereof for the time being and shall enure for the benefit and protection of each and every other flat and site (whether leasehold or freehold) on the Estate and any part or parts thereof hereby covenants with every other purchaser of each and every other flat and site (whether leasehold or freehold) on the Estate and also as a separate covenant with the Company that he will at all times hereafter observe and perform the covenants set out in the Fifth Schedule hereto PROVIDED ALWAYS that the Lessee shall not be liable for any breach of the said covenants occurring after he shall have parted with all interest in the Property

3.(a) THE COMPANY and its successors in title hereby covenants with the Lessee that the Lessee paying the Rent and performing and observing the several covenants conditions and agreements herein contained on the Lessee's part may peaceably and quietly hold and enjoy the Property during the term without any lawful interruption by the Company or any person rightfully claiming under or in trust for the Company

(b) AT THE REQUEST OF the Lessee and SUBJECT TO payment by the Lessee of (and provision beforehand of security for) the costs of the Company

of the consideration other than rent exceeds

X
75,000
X

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

THE FIRST SCHEDULE

RIGHTS INCLUDED

The right to support and to shelter and protection for the flat from the other parts of the Block

Full right and liberty in common with the Company and all other persons to whom like rights have been or may hereafter be granted to use the road or roads included in the Estate on which the Property abuts and all the access roads footpaths and pathways on the Estate and the sewers under the same

The right of the Lessee (in common with the Company and the owner or owners of the remainder of the Block and neighbouring sites comprising the Estate) to the user of all existing and future drains sewers pipes gas pipes and electricity cables and wires and watercourses now laid or to be laid within eighty years from the First day of January One thousand nine hundred and eighty one (hereinafter called "the specified period" which period shall be the perpetuity period applicable to this Lease) in or under the remainder of the Block and the neighbouring or adjoining land included in the Estate or the Property respectively and to make connections with such sewers drains pipes wires cables and watercourses or any of them for the purpose of exercising the said rights so far as may reasonably be necessary for the purpose of supplying water gas and electricity to and draining water and soil from the Property TOGETHER WITH all ancillary rights of entry as may reasonably be required over other parts of the Block at reasonable times upon giving reasonable previous notice in writing except in the case of emergency the Lessee doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned SUBJECT TO the payment of a fair and proper proportion according to the number of houses and flats served by the same of the cost from time to time of maintaining and renewing the said services and drains and sewers and branches thereof and the connection to the main sewers

Full right and liberty for the Lessee to keep and have maintained any eaves gutters spouts downpipes foundations wall fences and hedges and any other structure incidental to the user of the Property as a private dwelling forming part of the Property overhanging protruding beneath or abutting on any adjoining land included in the Block TOGETHER WITH full right and liberty to enter at all reasonable hours in the daytime upon the said adjoining land so far as may be necessary for the purpose of inspecting and maintaining the same the Lessee doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned and subject to the Lessee paying a fair and proper proportion of the cost of renewing and maintaining the same according to the number of the flats served thereby

5. Full and free right and liberty (in the case of a lower flat) for the Lessee and all persons authorised by him in common with all other persons entitled to the like right to pass and repass on foot only over and along the access path coloured green on the Plan subject to the payment of a fair and proper proportion according to user of the cost from time to time of maintaining and renewing the same

6. Full and free right and liberty for the Lessee and all persons authorised by him to use the Parking Area subject to the payment of one of the cost of maintaining and repairing the same

7. Full and free right and liberty (in the case of a lower flat) for the Lessee in common with all other persons entitled to the like right to erect keep and have maintained wireless and television signal receiving aerials upon the exterior of the gable wall of the flat immediately above the Flat such aerials to be placed as near to the peak of the gable as reasonably possible and to run use and maintain wires across the exterior of the said gable wall connecting such aerials to the receiving sets in the Flat TOGETHER WITH such ancillary rights of entry as may reasonably be required the Lessee doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned

8. The benefit (so far as the Company has power to grant the same) of the covenants entered into on the part of the Lessees of other flats in the Block corresponding to that contained in Clause 2 (b) of this Lease without prejudice to the right of the Company to enforce the same to the

ent that the same may be enforce as well by the Company as by Lessee without prejudice to the right of the Company to modify or release any covenants hereinafter contained

The right to pass and re-pass with or without vehicles in common with company and the owners for the time being of Plots numbered all persons authorised by him or them over that part of the driveway coloured brown on the plan not hereby demised subject to the payments of part of the cost of maintenance and repair of the said driveway

THE SECOND SCHEDULE

EXCEPTIONS AND RESERVATIONS

The right of the other parts of the Block to support and to alter and protection from the Flat

The right for the Company and its successors in title (in common with the Lessee and all other persons having the like right) to the use of all existing and future drains sewers pipes gas pipes and electricity cables and wires and watercourses now laid or to be laid during the specified period in or under the Property as may reasonably be necessary for the purpose of supplying water gas and electricity and draining water and soil from any part or parts of the Estate TOGETHER WITH all ancillary rights of entry as may reasonably be required (in the case of such services running within the Flat only at reasonable times upon giving reasonable previous notice in writing except in the case of emergency) the Company and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned

The right for the Company and its successors in title to connect to and construct lay and thereafter maintain such drains services pipes gas pipes and electricity cables and wires and other conducting media in or under the Property as may be reasonably necessary for the purpose of supplying water gas electricity and television and radio signals to and draining water and soil from any part or parts of the Estate for the purpose of the future development of the whole or any parts thereof or for the purpose of the future improvement or redevelopment of the Block TOGETHER WITH all ancillary rights of entry as may reasonably be required and

together with the free passage and running of water and soil gas electricity and television and radio signals through such drains sewers pipes gas pipes electric cables and wires and other conducting media the Company and its successors in title doing no unnecessary damage by such construction maintenance or entry and making good all damage thereby occasioned

4. Full right and liberty for the Company for the purpose of developing any adjoining site to erect and for the Company and its successors in title to keep and have maintained any eaves gutters spouts downpipes foundations walls fences and hedges and any other structure incidental to the user of any adjoining properties over hanging or protruding beneath or abutting on the Property TOGETHER WITH full right and liberty to enter at all reasonable hours in the daytime upon the Property so far as may be necessary but not otherwise for the purpose of inspecting and maintaining the same the Company and its successors in title doing no unnecessary damage by exercising such rights and making good all damage thereby occasioned

5. Full and free right and liberty (in the case of an upper flat) for the Company and its successors in title and all persons authorised by them in common with all other persons entitled to the like right to pass and repass on foot only over and along the access path coloured green on the Plan SUBJECT TO the payment of a fair and proper proportion according to user of the cost from time to time of maintaining and renewing the same

6. (a) The right to modify waive or release any covenants conditions restrictions and stipulations (whether positive or negative and whether the same are comprised in a Transfer of freehold or grant of Lease by the Company) relating to any part of the Block or the Estate whether imposed or entered into before or at the same time as or after the date hereof and whether or not they are the same as those contained herein including any covenants conditions restrictions and stipulations as may become binding on the Company by virtue hereof and the right hereby reserved shall be exercisable only by the Company and those to whom it is expressly assigned

(b) The Company shall not in any way be bound by the plotting or general scheme of development of any of the Estate as may be shown on any plans at any time prepared by the Company in regard to the Estate and the Company may from time to time alter such plotting and scheme of development in such manner as the Company may deem fit

7. The right of the Company and all persons authorised by them including all statutory undertakings and the relevant Local Authorities their servants and licensees to construct and thereafter maintain upon the Property such street name plates hydrant notices gas water and electricity board markers as may be required to be exhibited TOGETHER WITH all ancillary rights of entry as may be reasonably required the person or persons exercising such rights doing no unnecessary damage and making good all damage thereby occasioned.

8. The right for the Company or the owners for the time being of Plots numbered _____ and all persons authorised by him or them to pass or re-pass with or without vehicles over that part of the driveway coloured brown on the plan as it hereby devised subject to the owners of such plots contributing part of the cost of the maintenance and repair of the said driveway

THE THIRD SCHEDULE

Lessor's Covenants with the Company

1. To pay all existing and future rates taxes assessments and outgoings of every description whether parliamentary parochial or local imposed or charged upon the Property or any part thereof or upon the owner or occupier in respect thereof.

To allow the Company and its agents with or without workmen and
others as often as shall be thought proper during the residue of the
Term at reasonable hours in the daytime to enter upon and view the
Property and if upon any such view any defect shall be found for which
the Lessee is liable under the terms of this Lease the Lessee shall
repair and make it good and if the Lessee shall not do so within two
calendar months next after written notice thereof it shall be lawful
for the Company and its agents and workmen to enter upon the Property
and to supply and make good such defect and the cost thereof shall be
debt due from the Lessee to the Company and shall be forthwith re-
coverable by action in the same manner as rent in arrear

Within one calendar month next after any transfer assignment
(whether absolute or not) assent sub-demise mortgage (whether by
demise or by way of legal charge) or devolution of his interest in the
Property or any part thereof (including the discharge of any Mortgage
Charge whether by re-assignment or receipt) to give notice in writing
to the Company's Solicitors thereof and of the name and address of the
person thereby becoming entitled to any estate or interest in the
Property or any part thereof and to produce to the Company's Solicitors
the relevant instrument (including a Grant of Probate or Letters of
Administration or Death Certificate) evidencing such devolution and to
pay to them a fee of five pounds or such other reasonable fee as may
be directed by the Company from time to time for the registration of
such notice plus Value Added Tax or such tax as may be current at such
time and applicable hereto

To observe and perform all the obligations which the Company as
owner of the freehold reversion in the Property may be liable
to observe or perform during the residue of the Term by virtue of any
Act of Parliament or any direction or requirement of a Public or Local
Authority and to delivery to the Company a copy of any notice order
acquisition direction or other thing served by any competent authority
in respect of the Property

To observe and perform the rights exceptions reservations covenants
conditions agreements and declarations (if any) affecting the Company's
title and contained or referred to in the Register of the said

Title Number so far as the same are still subsisting and capable of taking effect and relate to the property.

6. To pay all costs charges and expenses (including Solicitors costs and Surveyors fees) incurred by the Company for the purpose of or incidental to the preparation and service of a notice under Section 146 of The Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court and to pay to the Company a reasonable fee in respect of any application by the Lessee for waiver of any covenant or for approval of drawings for alterations or additions to the Property or other consent or approval whether or not such application shall be granted or refused such fee to be paid to the Company before the application shall be considered

7. At the expiration or sooner determination of the Term to deliver up the Property to the Company with all buildings additions and fixtures in good and tenantable repair and condition

THE FOURTH SCHEDULE

Lessee's Covenants with the Company and other Tenants of the Block and adjoining Blocks

1. To repair maintain uphold and keep the Property fences and screen walls in good state and condition as to afford all necessary support shelter and protection to the remainder of the Block
2. To insure and keep the Property insured during the residue of the Term (with a Householders Comprehensive Policy approved by the Company) to the full replacement value thereof in the joint names of the Company and the Lessee with an Insurance Office approved by the Company and on demand to produce to the Company the Policy of such insurance and the receipts for the premiums and other sums payable in respect thereof PROVIDED ALWAYS that if the Lessee shall at any time fail to effect or maintain such insurance as aforesaid the Company may (without prejudice to the power of re-entry contained in this Lease) effect or maintain such insurance and any moneys expended by the Company for that purpose shall be repayable by the Lessee on demand and recoverable by action
3. To use all money received by virtue of such insurance as aforesaid forthwith in or towards re-instating the Property and to make

up any deficiency out of his own money

4. Not to obstruct the said footpaths or the forecourt and access way of the relevant parking areas so as to prevent any other person entitled to use the same from using the same in common with the Lessee for the purpose for which the same are provided
5. Not to make any structural alteration to the Flat or the structure of the Block built thereon or on some part thereof
6. Not to permit the Property and any unbuilt part thereof including forecourts driveways pathways or garden ground to be otherwise than in a clean and tidy condition and free from weeds deposits or rubbish and not to bring or keep or suffer to be brought or kept on the Property or any part thereof anything which is or may become in the opinion of the Company untidy unclean unsightly or in any way detrimental to the amenity of the Block or the adjoining or neighbouring blocks or properties
7. To pay repay or reimburse immediately upon demand to the Company or the owners or occupiers of the other parts of the Block or the adjoining blocks or other the persons entitled thereto the Lessee's proper proportion of the cost from time to time of maintaining and renewing all structures used in common including the common floor/ceiling structures between the upper and lower flats the said footpaths the common parts of the drains sewers pipes cables and wires and connections to the main sewers any common or party gutters spouts downpipes foundations walls fences and hedges and the common forecourt and access way of the Garage Site (if any)
8. Not to erect or maintain upon the exterior of the Property or the Block any wireless or television aerial Provided Always that it shall not be a breach of this covenant to erect normal receiving aeriails upon the exterior of the gable wall of the Block as near to the peak of the gable as reasonably possible Subject to the same being maintained in a safe Condition at all times
9. Not to allow any wall fence building or erection to be used for any purpose of advertising or for billposts or as signboards
10. To pay share of the cost of maintenance and repair of the pathway coloured green and the driveway coloured brown on the plan

11. To pay one of the cost of maintaining and repairing the parking area
12. The Lessee hereby covenants with the Company that he the Lessee and his successors in title will not at any time hereafter erect or construct any building wall or fence or plant any tree or shrub on the strip of land shown cross hatched orange on the plan annexed hereto nor do or suffer to be done therein or thereon any act matter or thing whereby the cover of soil or the support of the pipes wires and/or cables laid to be laid in the said strip of land shall be altered or which may render access thereto more difficult or expensive and shall understand that the highway authority and statutory undertakers have unencumbered right of access to the said strip of land

THE FIFTH SCHEDULE

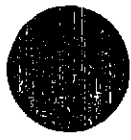
1. Not save with the consent in writing of the Company and subject to any other consents required to erect or maintain upon the Property any erection or building (other than the Flat) nor make any alteration to the external elevation of the Property or any part thereof
2. Not at any time to erect or maintain upon the garden ground or pathway (as the case may be) at the front of the Block any fence palisade railings wall or any other structure of any kind whatsoever or grow any hedge or collection of bushes in close proximity to each other
3. Not to use the Property for any purpose other than as a single private dwelling and not to carry on any trade business or profession upon the Property or any part thereof nor to store rubbish or cause or permit rubbish to be accumulated upon the Property or any part thereof and no act or thing shall be done or suffered thereon which shall be a nuisance or annoyance to the owners or occupiers of any adjacent property

LEASE

SIGNED SEALED AND DELIVERED

By Thomas Henry Jones who in exercise of the Power conferred on him by a Power of Attorney dated the 2nd day of October, 1981 under the seal of Bellway (builders) Limited and filed at H.M. Land Registry under the above title number has hereunto set the name of Bellway (Builders) Limited and affixed his own seal in the presence of:-

Thomas



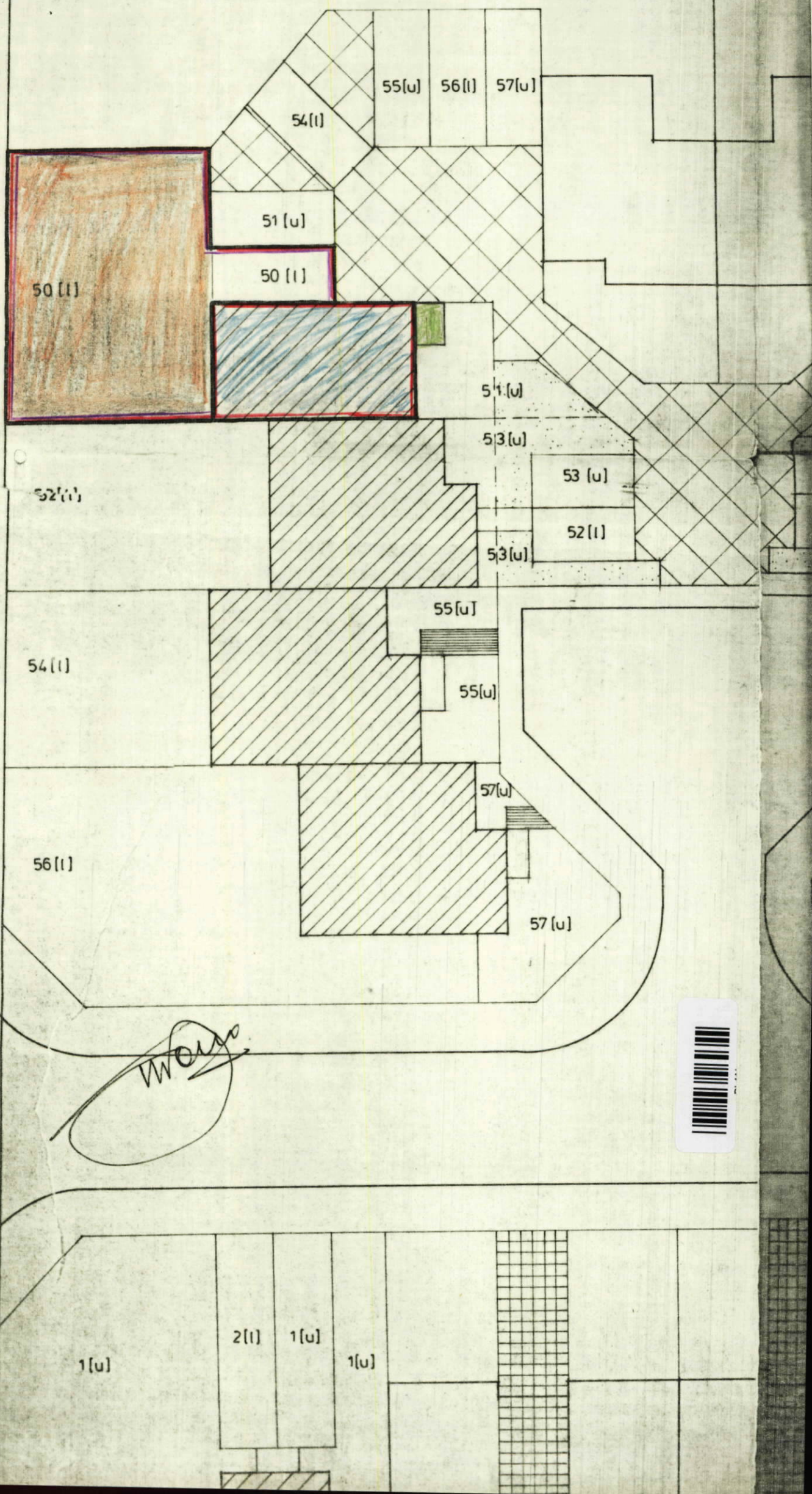
*D. Wain Sales Office Manager
Bellway (Chester) Ltd*

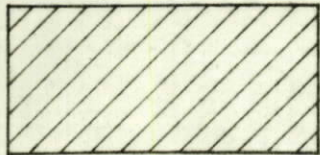
SIGNED SEALED AND DELIVERED

By the said JOHN BERNARD DUNCAN
In the presence of:-

Mr J. B. Duncan

Witness Name → *MR MICHAEL Connolly*
Address → *44 HIGHFIELD PARK RD
BREDBURY STOCKPORT CHESHIRE*
Occupation → *SALES NEGOTIATOR*

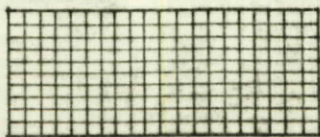




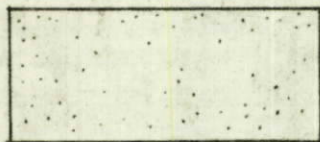
FLATS



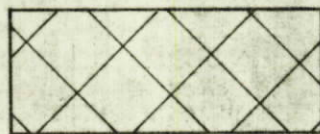
SHARED FOOTPATH



SHARED DRIVEWAY



PLANTED AREA WITHIN THE CURTILAGE



OTHER SHARED AREAS

