

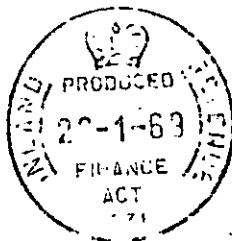
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Title Number MS563632

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This Lease

made the *Twentieth* day of *January*

One thousand nine hundred and sixty-nine
**Between THE LORD MAYOR
ALDERMEN AND CITIZENS OF THE CITY OF LIVERPOOL** (hereinafter referred
to as "the Lessor" which expression where the context admits shall include the persons for the time
being entitled in reversion immediately expectant upon the term hereby granted) of the one part and
LESLIE GEORGE WALL AND VERA WALL (his wife) both of 14 Harrismith
Road in the City of Liverpool.

(hereinafter referred to as "the Lessee" which expression where the context admits shall include
the Lessee's successors in title and assigns) of the other part WITNESSETH as follows:—

1. IN consideration of the sum of TEN POUNDS
paid to the Lessor by the Lessee (the receipt whereof the Lessor hereby
acknowledges) (being part of the purchase money of ONE THOUSAND EIGHT HUNDRED AND
EIGHTY POUNDS
payable to the Lessor) and the execution of a Legal Charge dated contemporaneously with but
executed immediately after these presents to secure to the Lessor payment of the residue of the
purchase money and also in consideration of the rent hereinafter reserved and of the covenants
conditions and agreements hereinafter contained and by and on the part of the Lessee to be paid
performed and observed THE Lessor hereby DEMISES unto the Lessee ALL THAT piece of land
(hereinafter referred to as "the demised property" which expression shall where not inconsistent
with the context include all buildings and erections now or hereafter to be erected thereon)
more particularly described in the First Schedule hereto

EXCEPTING AND RESERVING to the Lessor and its lessees

- (a) the full and free right to erect build rebuild and/or alter as they may think fit at any time and
from time to time any buildings or bays or projections to buildings on any land adjoining the
demised property and/or on the opposite sides of the adjoining streets and access ways
- (b) the full and free right to excavate and remove the soil of any adjoining land to any depth not
exceeding fifteen feet below the level of the adjoining street access way or land for the purpose of
laying the foundations of any building on such adjoining land or laying drains sewers water mains
or other public services and without any obligation to provide lateral support for the demised
property and without incurring any liability for damage thereto caused by such excavation or
removal of soil to not exceeding the depth aforesaid but so nevertheless that all reasonable facilities
be afforded to the Lessee to shore up underpin or otherwise support and maintain the demised
property pending such excavation and removal of soil and until the restoration of lateral support
- (c) the free passage and running of water and soil from any other buildings and land adjoining or
near to the demised property in and through the sewers and drains made or to be made upon in
or under the demised property
- (d) The further rights specified in the Second Schedule hereto

TO HOLD the demised property (except and reserved and subject as herein mentioned) unto the
Lessee during the term of Nine hundred and ninety-nine years computed from the *Twentieth*
day of *January* One thousand nine hundred and sixty-nine
(hereinafter referred to as "the said term") YIELDING AND PAYING therefor yearly and every year
during the continuance of the said term the yearly rent of One Peppercorn (if demanded) on the
First day of January in every year.

2. PROVIDED ALWAYS that nothing herein contained shall operate to grant by way of impli-
cation or otherwise any estate right or easement not hereby expressly granted or not hereafter
expressly granted by the Lessor over or in respect of any land retained by or belonging to the Lessor
whether now held on lease from the Lessor or not or over any land to be hereafter acquired by the
Lessor

3. THE Lessee hereby COVENANTS with the Lessor in manner following that is to say:—

- (i) During the continuance of the said term to pay the said yearly rent (if demanded) when the
same becomes due

Exceptions and
Reservations

Right to Build

Right to Excavate

Right of Drainage etc.

Habendum

Rental

Proviso against
acquisition of
easements etc.

Covenants by Lessee

To pay rent

To pay rates and taxes	(ii) To pay and discharge all rates taxes (other than proper deductions authorised by the Income Tax Act, 1952, or any legislation amending that Act) duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) which are now or may at any time hereafter during the said term be assessed charged or imposed upon or payable in respect of the demised property or any part or parts thereof or on the owner lessee or occupier in respect thereof including the whole of the water rate and so much of the consolidated rate as is levied in respect of sewers
Cost of Notices	(iii) To pay to the Lessor all expenses (including solicitor's costs and surveyor's fees) incurred by the Lessor incidental to the preparation and service of any notice under Sections 146 and 147 of the Law of Property Act 1925 or any modification or re-enactment thereof notwithstanding forfeiture is avoided otherwise than by relief granted by the Court
To insure	(iv) To insure the demised property and keep the same insured at all times during the said term against loss or damage by fire in a sum equal to the full amount required to rebuild and replace the same in case of total destruction together with Architect's and Surveyor's fees with some respectable Insurance Office in the joint names of the Lessor and the Lessee and pay all premiums and other payments necessary for the above purpose within seven days after the same shall respectively become payable and whenever required produce to the Lessor the policy or policies of such insurance and the receipt or receipts for such premiums and payments and as often as the demised property or any part thereof shall be destroyed or damaged by fire pay all moneys received by the Lessee under such policy into an account in the joint names of the Lessor and the Lessee at a Bank to be nominated by the Lessor and without delay rebuild and reinstate the demised property to the reasonable satisfaction of the Lessor in accordance with plans elevations sections and specifications to be previously approved by the Lessor it being hereby agreed that all moneys to be received by virtue of any such insurance as aforesaid shall be applied in 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 Provided always that if the whole or any part of the demised property shall not be kept insured as aforesaid the Lessor may in its absolute discretion insure and keep the same insured and pay the premiums and any other necessary payments and the amounts thereof shall be repaid by the Lessee to the Lessor with interest thereon at the rate of six pounds per centum per annum from the dates on which the same shall have been paid and in the meantime shall be a charge on the demised property and be recoverable as for rent in arrear
To repair	(v) To keep the whole of the demised property and all additions thereto and the boundary walls and fences and all the fixtures drains soil pipes and other pipes and gas electricity sanitary and water apparatus therein in good tenantable repair and condition and to bear a fair proportion (to be determined by the Lessor whose determination shall be binding on the Lessee) of the costs of maintaining repairing rebuilding renewing painting and cleansing of any party walls fences services pipes eaves gutters sewers downspouts passageways accesses drains and any other structures and things the use of which is common to the demised property and to other property belonging to the Lessor or its lessees
To paint	(vi) To paint polish varnish and colour (as necessary) all the external wood and metal parts of the demised property once in every fourth year at least of the said term with two coats of good quality paint and other suitable materials in a workmanlike manner and once in every seventh year at least of the said term paint polish paper varnish and colour in like manner all the internal parts of the demised property
To deliver up	(vii) At the expiration or sooner determination of the said term quietly to yield up the demised property to the Lessor in such good and tenantable repair and condition and so painted polished varnished papered and coloured as aforesaid together with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the same or which during the said term may be affixed or fastened to or upon the same (except tenants fixtures) together with all landlord's fixtures safe undefaced and fit for use
To permit entry	(viii) (a) To permit the Lessor and its surveyors or agents with or without workmen and others during reasonable hours of the daytime to enter upon the demised property and every part thereof to inspect the state and condition of the same and thereupon the Lessor may serve upon the Lessee notice in writing specifying any defects decays and wants of reparation there found

- (b) To permit the Lessor and its lessees of any adjoining property and their respective Surveyors agents and workmen (such lessees previously obtaining the written consent of the Lessor for such purpose) at all reasonable times in the daytime to enter upon the demised property or any part thereof for the purpose of repairing any such adjoining property as occasion shall require or for the purpose of making repairing maintaining re-building cleansing painting renewing lighting and keeping in order and condition all sewers drains pipes eaves gutters downspouts passageways accesses party walls fences structures and other things which shall belong to or be used for the demised property in common with other adjoining property or near thereto and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes electric or other wires and for other similar purposes the Lessor or other person or persons making any such entry doing as little damage as may be and making good any damage thereby occasioned
- (ix) Within three months next after the service of every such notice as aforesaid to repair well and substantially and make good to the reasonable satisfaction of the Lessor all such defects decays and wants of reparation to the demised property at the Lessee's own cost absolutely and in the event of the Lessee failing to comply with any such notice the Lessor shall be entitled to enter upon the demised property and in its absolute discretion carry out any works necessary to comply with such notice and to recover the cost thereof from the Lessee To repair after notice
- (x) Except to the extent herein expressly provided but not further or otherwise not at any time during the said term to make any structural change which materially affects the external appearance of the demised property without the written consent of the Lessor previously obtained (such consent not to be unreasonably withheld) and (so far as may be necessary) to the consent of the local authority and the local planning authority nor make any access to the adjoining roads without the prior consent in writing of the Lessor and in the event of any breach of these conditions the Lessor shall thereupon be at liberty and at the Lessee's expense to remedy such breach Structural changes affecting external appearance of demised property
- (xi) Not at any time during the said term without the previous written consent of the Lessor to use or permit the demised property or any part thereof to be used otherwise than as a private dwellinghouse Restrictions on user
- (xii) Not to exhibit or permit to be exhibited on or from the demised property or any part thereof any sign or nameplate of any kind except such as shall have been previously approved in writing by the Lessor Not to exhibit any sign without approval
- (xiii) (a) Not during the first five years of the said term to assign underlet or part with the possession of the demised property or any part thereof Assignments and underlettings
- (b) Within two months next after the grant of any underlease for a term exceeding twenty-one years or any other devolution assignment grant transfer or charge of the interest of the Lessee under this Lease in the demised property or any part thereof to give notice in writing (in duplicate) of such underlease devolution assignment grant transfer or charge and of the name occupation or business and address of the underlessee assignee grantee transferee or chargee and within the said period to produce to the Town Clerk for the time being of the City of Liverpool the instrument of such underlease devolution assignment grant transfer or charge of such interest and to pay to the Lessor the sum of one guinea for the registration of such notice
- (xiv) Not to permit any drain or passage to be made from other land or premises in or through the demised property Not to permit drain or passage through the demised property
- (xv) To comply with all Acts of Parliament Bye-laws Statutory Instruments Regulations and Orders (which ought whether by the owner or lessee or occupier to be complied with) affecting the demised property or any part thereof To comply with Acts Regulations etc.
- (xvi) (a) Not to darken or obstruct the access of light or air to any windows lights or openings in any building of the Lessor its lessees or tenants Access of light and air to demised property

- (b) To permit the Lessor to use the name of the Lessee to bring any action which the Lessor may deem proper to be brought or taken in order to prevent the acquisition of any right to light or air or to prevent any other injury to the demised property or any part thereof or the reversion of the Lessor by the owner tenant or occupier of any adjacent land or building and not to hinder obstruct withdraw or stay any proceedings so taken
- (c) At any time and from time to time during the continuance of the said term to permit the Lessor to erect fix or attach on or to any part of the demised property and to maintain any screen or hoarding for the purpose of preventing and to execute or do any other work act or thing necessary or proper in order to prevent any right of light or air or any other easement from being acquired as against the demised property by any owner lessee or occupier of any adjacent building or to remove such screen or hoarding and for the purposes aforesaid to permit the Lessor or any workmen or others by the authority of the Lessor to enter on the demised property or any part thereof so that in effecting the purposes aforesaid as little damage or inconvenience as possible be caused to the Lessee and to permit all acts and things necessary or proper to enable the Lessor its lessees or tenants to have the full benefit of the exceptions and reservations hereinbefore contained
- (d) If any action or proceeding is commenced against the Lessee by reason of or in reference to the erection of such screen or hoarding to give immediate notice of such action or proceeding to the said Town Clerk and to permit the Lessor at its own expense to defend such action or proceeding in the name and in the place of the Lessee
- (e) If the Lessor shall at any stage of such action or proceeding give notice to the Lessee that it does not desire to defend or desires to discontinue the defence of such action or proceeding the Lessee shall be at liberty to defend or to carry on the defence at the Lessee's own expense

To maintain amenity

- (xvii) To keep the demised property including particularly any open area or forecourt space gardens or other open space between any buildings and the adjoining roads in a clean and tidy condition, and free from noxious weeds deposits of materials or refuse and not to bring or keep or suffer to be brought or kept thereon anything which is or may become in the opinion of the Lessor untidy unhealthy unsightly or in any way detrimental to the amenity of the neighbourhood and within one month to comply with the requirements of any written notice given by the Lessor to restore the amenity as aforesaid and in the event of the Lessee failing to comply with such notice the Lessor shall be entitled to enter upon the demised property and carry out any works necessary to comply with such notice and to recover the cost thereof from the Lessee

To pay costs

- (xviii) To pay to the Lessor on the date hereof the sum of seven guineas in respect of the preparation of this Lease and the Counterpart thereof

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:—

Powers of re-entry

- (a) 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 Lessor or any person or persons duly authorised by it in that behalf to re-enter upon the demised property or any part thereof in the name of the whole and the same to have again repossess and enjoy as in its first and former estate anything herein contained to the contrary notwithstanding and thereupon the said term shall cease without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants or obligations of the Lessee hereinbefore contained

Right to impose vary or release covenants or restrictions affecting adjoining or neighbouring property

- (b) The Lessor shall retain the free and unfettered right to sell or lease or otherwise deal with any other part or parts of the Lessor's adjoining or neighbouring property 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 it thinks fit and to release or vary any covenant stipulation or restriction imposed by the Lessor and affecting such adjoining or neighbouring property

5. SUBJECT to the Lessee duly paying the said rent as hereinbefore provided and observing and performing all and singular the covenants conditions and agreements herein contained and on the part of the Lessee to be respectively paid observed and performed the Lessor hereby COVENANTS with the Lessee as follows:—

- (a) At all times to indemnify the Lessee from and against all damages and necessary costs and expenses incurred by the Lessee by reason of the Lessor bringing or defending any action or proceedings in the name of the Lessee with a view to the prevention of the acquisition of rights of light or air or other injury as hereinbefore mentioned and to make good at its own expense any damage done to the demised property or suffered by the Lessee or occupier thereof by reason of the erection or removal of such screen or hoarding as aforesaid PROVIDED ALWAYS that the Lessor shall not be responsible in any way for any damages costs and expenses which may be incurred or arise after the appropriate notice mentioned in clause 3 (xvi) (e) of this Lease has been given
- (b) 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 Lessor or any person lawfully claiming by from or under it

Indemnity by Lessor

Quiet enjoyment

6. IT IS FURTHER AGREED AND DECLARED by the parties hereto as follows:—

- (1) (a) The walls and fences separating the demised property from the adjoining properties and all pipes eaves gutters sewers drains downspouts passageways accesses and other structures and things used in common with such properties are and shall be party walls fences pipes eaves gutters sewers drains downspouts passageways accesses structures and things
- (b) As between the demised property on the one hand and the adjoining properties belonging to the Lessor 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 lease used exercised or enjoyed by the one property or the Lessor or lessee or occupier thereof over the other property whilst in one ownership shall (except as otherwise stated in this lease) continue to be maintained exercisable or 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
- (2) The provisions of Section 196 of the Law of Property Act 1925 shall apply to any notices required to be served under this Lease
- (3) ALL questions and differences whatsoever which are not by this Lease expressly to be determined by either the Lessor or the Lessee and which shall at any time hereafter arise between the Lessor and the Lessee either as to the construction meaning operation or effect of this Lease or of any clause herein contained or as to the rights duties or liabilities of such parties respectively or their respective representatives or any of them under or by virtue of this Lease or the subject matter thereof shall be referred to and determined by a single arbitrator subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force
- (4) Nothing herein contained shall prejudice or abridge any of the rights and powers for the time being vested in the local authority and the planning authority for the said City of Liverpool and all such rights and powers shall in regard to the demised property or the lessee or occupier thereof be enforceable and exercisable by such local authority and the planning authority as aforesaid as fully and freely as if these presents had not been executed
- (5) Unless the contrary intention appears in this Lease
 - (a) words importing the masculine gender shall include the feminine and neuter genders
 - (b) words in the singular shall include the plural
 - (c) where the word "Lessee" must be construed as in the plural all covenants and agreements on the part of the Lessee herein contained shall be deemed to be made jointly and severally

Service of Notices

Arbitration

Preservation of powers of Local Authority

Meaning of words

7. 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 exceeds the sum of five thousand five hundred pounds

IN WITNESS whereof the Lessor has hereunto affixed its Corporate Common Seal and the Lessee has set his hand and seal the day and year first before written

THE FIRST SCHEDULE HEREINBEFORE MENTIONED

(Description of the demised property)

ALL THAT piece of Land situate on the northeasterly side of Harrismith Road in the City of Liverpool containing an area of Two hundred and twenty one square yards or thereabouts and more particularly delineated and described on the plan annexed hereto and thereon edged red TOGETHER with the dwellinghouse erected thereon and known as Number 14 Harrismith Road aforesaid AND TOGETHER with the building in the position shown coloured green on the said plan at first floor level and above and the airspace occupied thereby and thereover AND TOGETHER with the free use and enjoyment in common with the Lessor its lessees and the occupier for the time being of the adjoining premises Numbered 16 Harrismith Road aforesaid and any other person duly authorised of so much of the common passage edged blue on the said plan as is not hereby demised.

THE SECOND SCHEDULE HEREINBEFORE MENTIONED

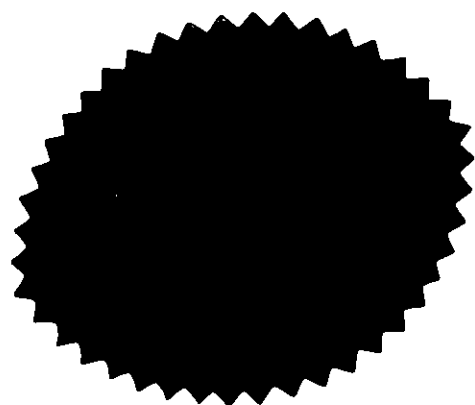
There shall also be excepted and reserved to the Lessor and its lessees as well as the occupier of the adjoining premises Numbered 16 Harrismith Road aforesaid and any other persons duly authorised in that behalf the following rights namely:-

- (i) the free use and enjoyment in common with the Lessees of so much of the said common passage as is hereby demised and
- (ii) the building in the position shown coloured yellow on the said plan at first floor level and above and the airspace occupied thereby and thereover

THE COMMON SEAL of the
Lord Mayor Aldermen and
Citizens of the City of
Liverpool was hereunto
affixed.

LORD MAYOR.

)
)
)
)
) *W E Thompson*



DATED 20. January 19 69

CONV/~~LEH~~^{EMK}/26/1379

THE LORD MAYOR ALDERMEN AND
CITIZENS OF THE CITY OF
LIVERPOOL

to

MR. & MRS. L. G. WALL,

Lease

of

premises Numbered 14
Harrismth Road in the
City of Liverpool.
TERM — 999 YEARS

COMMENCING—

Rent:— peppercorn per annum

(Section 104 Housing Act, 1957)

STANLEY HOLMES,
Town Clerk,
Liverpool.

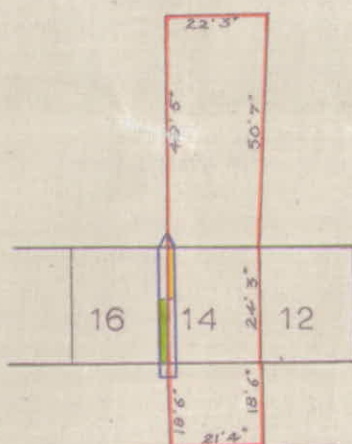
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NOTICES OF ASSIGNMENTS ETC.

Date of Document and Number of Notice	Name and Address of Grantor	Name and Address of Grantee	Particulars of Property	Nature of Transaction

Plan Referred To

AREA VERGED RED 221 SQ. YDS. OR THEREABOUTS



SCALE: 1/500



DRG. No. HP/1379

EDMUND KIRBY & SONS

STATE HOUSE

22 DALE STREET

J. W. Boddy, F.R.I.B.A., A.M.T.P.I. Director of Housing, Liverpool

LIVERPOOL, 2