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Title Number CYM273163

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THIS LEASE made the *third* day of *December* One thousand nine hundred and sixty four BETWEEN ABURFARMERS LIMITED whose registered office is situate at Saithaelwyd Hall Holywell in the County of Flint (hereinafter called "the Lessors" which expression where the context so admits shall include the person or persons for the time being entitled to the immediate reversion in the property hereby demised expectant on the term hereby granted) of the one part and WILLIAM HENRY HUDSON of 22 Mead Way Burpham Guildford in the County of Surrey (hereinafter called "the Lessee" which expression shall where the context so admits include the persons deriving title under him) of the other part WITNESSETH as follows:-

1. IN consideration of the sum of THREE THOUSAND FIVE HUNDRED POUNDS paid by the Lessee to the Lessors (the receipt whereof the Lessors hereby acknowledge) and of the rent hereinafter reserved and the covenants by the Lessee hereinafter contained the Lessors hereby DEMISE unto the Lessee ALL THAT piece or parcel of land situate and being part of the Tan-y-Bwlch Estate Maentwrog in the County of Merioneth and being more particularly delineated in the plan annexed hereto and thereon edged red TOGETHER with the Type "B" cottage or chalet erected thereon and known or intended to be known as Number *10* Holiday Village Tan-y-Bwlch Estate aforesaid AND TOGETHER with the rights more particularly set out in Part 1 of the Schedule hereto AND EXCEPTING AND RESERVING unto the Lessors and those claiming under them as owners or occupiers of the properties adjoining or neighbouring the demised land the rights more particularly set out in Part 2 of the Schedule hereto TO HOLD the said premises (except and reserved as aforesaid) unto the Lessee for he term of Nine hundred and ninety nine years from the twenty ninth day of September One thousand nine hundred and sixty four YIELDING AND

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PAYING therefor during the said term the yearly rent of TWENTY FIVE POUNDS clear of all deductions (except Landlord's property tax) by equal half yearly payments on the twenty fifth day of March and the twenty ninth day of September in every year the first of such payments or a proportionate part thereof computed from the date of these presents to be paid on the twenty fifth day of March next

2. THE Lessee for himself and his assigns do (and as a separate covenant each of them for himself and his assigns) doth hereby COVENANT with the Lessors as follows:-

- (1) To pay the said rent hereinbefore reserved on the days and in manner aforesaid
- (2) To pay all existing and future/^{taxes} rates charges assessments and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be assessed charged or imposed upon the premises hereby demised or the owner or occupier in respect thereof
- (3) That the Lessee will throughout the said term at the expense of the Lessee and without being thereunto required well and substantially repair cleanse maintain amend and keep the demised premises and all fixtures and additions thereto and all sewers drains watercourses and other appurtenances thereto in good and substantial repair and condition
- (4) To permit the Messors and their agents or surveyor at all reasonable times to enter upon the said demised premises to view the condition thereof and give to or leave for the Lessee notice in writing of all defects and wants of repair there found and that the Lessee will within three months after every such notice well and substantially repair and make good such defects

Barry Cussey

and wants of repair

- x
- (5) Not to cut down main injure or remove any of the existing trees or shrubs nor to plant any additional trees or shrubs without the previous written consent of the Lessors
 - (6) Not to erect any fences or walls on the demised premises either boundary or otherwise but to keep the site as an open lawn with shrubs as planted by the Lessors
 - (7) To pay to the Lessors all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Lessors in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 or either of the said Sections
 - (8) To permit the Lessors and their tenants authorised in writing by them and their respective agents surveyors and workmen at all reasonable times to enter upon the said demised premises for the purpose of laying any new drains or sewers under the premises hereby demised and making connections with the existing drains or sewers and also for the purpose of repairing any adjoining house or buildings or repairing and cleansing the drains or sewers and any connections thereto serving the said adjoining premises as often as occasions shall require they the Lessors or their tenants (as the case may be) doing as little damage as may be in the exercise of such rights and forthwith making good all damage and injury occasioned thereby to the said demised premises
 - (9) Forthwith to insure and keep insured in the joint names of the Lessors and the Lessee all buildings on the said demised premises against loss or damage by fire to the full value thereof in a first class insurance company to be approved in writing by the

Lessors (such approval shall not be unreasonably withheld) and to make all payments necessary for that purpose within seven days after the same shall respectively become payable and upon reasonable notice to produce to the Lessors the policy or policies of such insurance and the receipt for every such payment

(10) As often as any buildings on the said demised premises or any part thereof shall be destroyed or damaged by fire forthwith to rebuild and re-instate the same in accordance with plans elevations sections and specifications to be approved by and to the satisfaction of the surveyor for the time being of the Lessors and in accordance with the then existing bye-laws and regulations of the Local Authority and the provisions of any planning schemes then in force and in case the amount recovered from the insurance effected as hereinbefore provided shall be insufficient for that purpose then to make up the deficiency out of the Lessee's own monies

(11) Not to make or suffer to be made any substantial alteration or addition affecting the elevation external structure or stability of any building on the demised premises nor to erect or set up or permit to be erected or set up upon any part of the demised premises any new building or structure without the previous consent in writing of the Lessors

(12) Not without the previous licence in writing of the Lessors to permit any part of the said demised premises or any dwellinghouse or building erected or to be erected thereon to be used otherwise than as a private residence only and not to erect or permit to be erected upon the demised premises or any part thereof any machinery or do or permit to be done thereon any wilful damage waste spoil or destruction or anything which shall be or may grow to be a

Solicitors for the said *Barry Cudman*

- nuisance or annoyance to the Lessors the public or the neighbourhood
- (13) Within one month of every assignment assent transfer or underlease for a term exceeding twenty one years (including an underlease or legal charge by way of mortgage) of or relating to the demised premises or any part thereof to give notice thereof in writing with particulars thereof to the Lessors or their solicitors and to pay to the Lessors or their solicitors a fee of two pounds two shillings for the registration of such assignment underlease or devolution
- (14) In every ~~third~~ year of the said term to paint all the outside wood and ironwork (in colours to be approved in writing by the Lessors) and in every ~~third~~ year of the said term to paint all the inside wood and ironwork of the demised premises now or usually painted in a proper and workmanlike manner with three coats of good oil paint and after every internal painting to repaper with paper of a quality equal at least to that hung at the date hereof such parts of the demised premises as are now papered and to stain varnish distemper stop whiten and colour such parts of the demised premises as have been previously so treated
- (15) That no placard or advertisement (other than one board indicating that the demised premises are to be sold shall be affixed to or displayed on the outside of any building or erection upon the demised land or exhibited in any of the windows of any buildings thereon
- (16) At the expiration or sooner determination of the said term to deliver up to the Lessors the said demised premises TOGETHER with all additions and improvements made thereto in the meantime and all fixtures of every kind in or upon the said demised premises

or which during the last five years of the said term may have been affixed or fastened to or upon the same in such good and substantial repair and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained

3. PROVIDED ALWAYS and it is hereby agreed as follows:-

- (1) That the Lessors may sell or lease any land adjoining or near to the premises hereby demised free from any obligation or restrictions similar to the obligations or restrictions intended to be hereby imposed and any obligations or restrictions in respect of the premises hereby demised and any obligations or restrictions in relation to such adjoining or neighbouring land may be wholly or partially released or any breach thereof waived without thereby releasing the Lessee from any of the covenants or provisions herein contained or giving to the Lessee any right of action against the Lessors or any person or persons whomsoever
- (2) That as between the demised land and the neighbouring and adjoining properties now or formerly belonging to the Lessors all use and enjoyment of light support or drainage or other things in the nature of quasi easements or privileges shall remain and continue to be enjoyed or exercised by or over the demised land and the adjoining or neighbouring properties respectively in the same way and to the same extent as the same exist or are capable of enjoyment at the date of this lease

4. THE LESSORS hereby COVENANT with the Lessee as follows:-

- (1) The Lessee paying the rent hereby reserved and performing and observing all the covenants and provisions on the part of the Lessee herein contained may subject and without prejudice to the

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proviso for re-entry hereinafter contained quietly hold and enjoy the said demised premises during the said term without any interruption by the Lessors or any person lawfully claiming through them

- (2) To maintain the grounds of the Tan-y-Bwlch Estate adjoining the demised premises including the pathways and drives thereof

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

- (1) The Lessee shall not be entitled to any right of access or light or air to any buildings erected or to be erected on the land hereby demised which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose
- (2) These presents are upon this express condition that if and whenever the said rent or any part thereof shall be in arrear or unpaid for twenty one days after the same shall have become due whether the same shall have been legally demanded or not or if and whenever there shall be a breach or non-performance or non-observance of any of the covenants by the Lessee hereinbefore contained then and in any such case it shall be lawful for the Lessors or any person or persons duly authorised by them in that behalf to re-enter into or upon the premises hereby demised or any part thereof in the name of the whole and peaceably to hold and enjoy the said premises thenceforth as if these presents had not been made and immediately thereupon the said term hereby granted shall absolutely cease and determine but in either of such cases without prejudice to the rights and remedies of the Lessors against the Lessee under any covenant hereinbefore contained
- (3) Where any notice or consent is to be given by the Lessors to the Lessee it shall be sufficient if such notice or consent be under

the hand of the Secretary for the time being of the Lessors of the person for the time being discharging the duties of that office and be addressed to "the Lessee" without naming and any such Notice may be served either by sending the same prepaid by registered post addressed to the Lessee at or by leaving the same upon the demised premises and that the date of such service shall be in the former case the date upon which such document shall have been posted as aforesaid and in the latter case the date of the delivery of the same

6. AND 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 rent exceeds Four thousand five hundred pounds

IN WITNESS whereof the Lessors have hereunto caused their Common Seal to be affixed and the Lessee has hereunto set his hand and seal the day and year first before written

THE SCHEDULE

Part 1

1. Full right and liberty at all times to pass on foot or with vehicles for all purposes along the main drive leading from The Plas to the Oakeley Arms Hotel and on foot only (but so as not to cause any annoyance embarrassment or inconvenience to the owners or occupiers for the time being of The Plas) over the paths of the wooded grounds of The Plas excluding specifically the paths of the Terrace and the main garden of The Plas
2. Full right and liberty at all times hereafter to use the parking place for two private motor cars in the Court Yard of The Plas or other

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Barry Cushman



car park as provided from time to time by the Lessors or those claiming title under them

3. Full right and liberty at all times with or without vehicles in common as aforesaid for all purposes in connection with the user of the demised premises to go pass and re-pass along over and upon such part of the pathway coloured brown on the said plan and not included in the demised premises

4. The free right of passage and running of water and soil from the demised land through all sewers drains and watercourses made or to be made in over and along any of the said roads or ways

5. Full rights for the free passage drainage and running of water and soil from demised lands along the pipes sewers or drains now or hereafter carrying drainage or water through the adjoining or neighbouring lands on the Tan-y-Bwlch Estate now or formerly belonging to the Lessors (the Lessee or other the owner for the time being of the demised land contributing fairly towards the expense of maintaining and repairing such pipes sewers and drains)

6. Full rights for the passage of gas electricity and water to the demised land through any adjoining or neighbouring lands on the said Estate now or formerly belonging to the Lessors by means of any pipes or cables now or hereafter laid in or under the said adjoining or neighbouring lands (the Lessee or other the owner for the time being of the demised land contributing fairly towards the expense of maintaining and repairing such pipes and cables)

Part 2

1. Full rights of free passage drainage and running of water and soil from any adjoining or neighbouring lands on the said Estate now or formerly belonging to the Lessors through the pipes sewers and drains

for surface water drainage and foul drainage now or hereafter to be laid in or under the demised land the Lessors or other the person or persons exercising such rights paying a fair proportion of the expense of maintaining and repairing all such pipes sewers or drains in or under the demised land which provide service for any of the said adjoining or neighbouring land

2. Full rights for the passage of gas electricity and water to any adjoining or neighbouring lands on the said estate now or formerly belonging to the Lessors through any pipes or cables now or hereafter to be laid in or under the demised land (the Lessors or other the person exercising such rights contributing as aforesaid)

3. Full right and liberty for the Lessors and their agents or workmen or for the Lessee or occupier of any adjoining or neighbouring cottage or chalet at any time during the said term at reasonable hours during the daytime to enter upon the demised land for the purpose of inspecting repairing and renewing any pipes sewers drains or cables upon or under the said land making good to the Lessee all damage thereby occasioned

SIGNED SEALED AND DELIVERED by the
said WILLIAM HENRY HUDSON in the
presence of:-

Wm Hudson
42 Queens Road
Knaphill
Woking
Accountant.

Wm Hudson



the lessee/underlessee in name

Solicitors for the said *Bony*



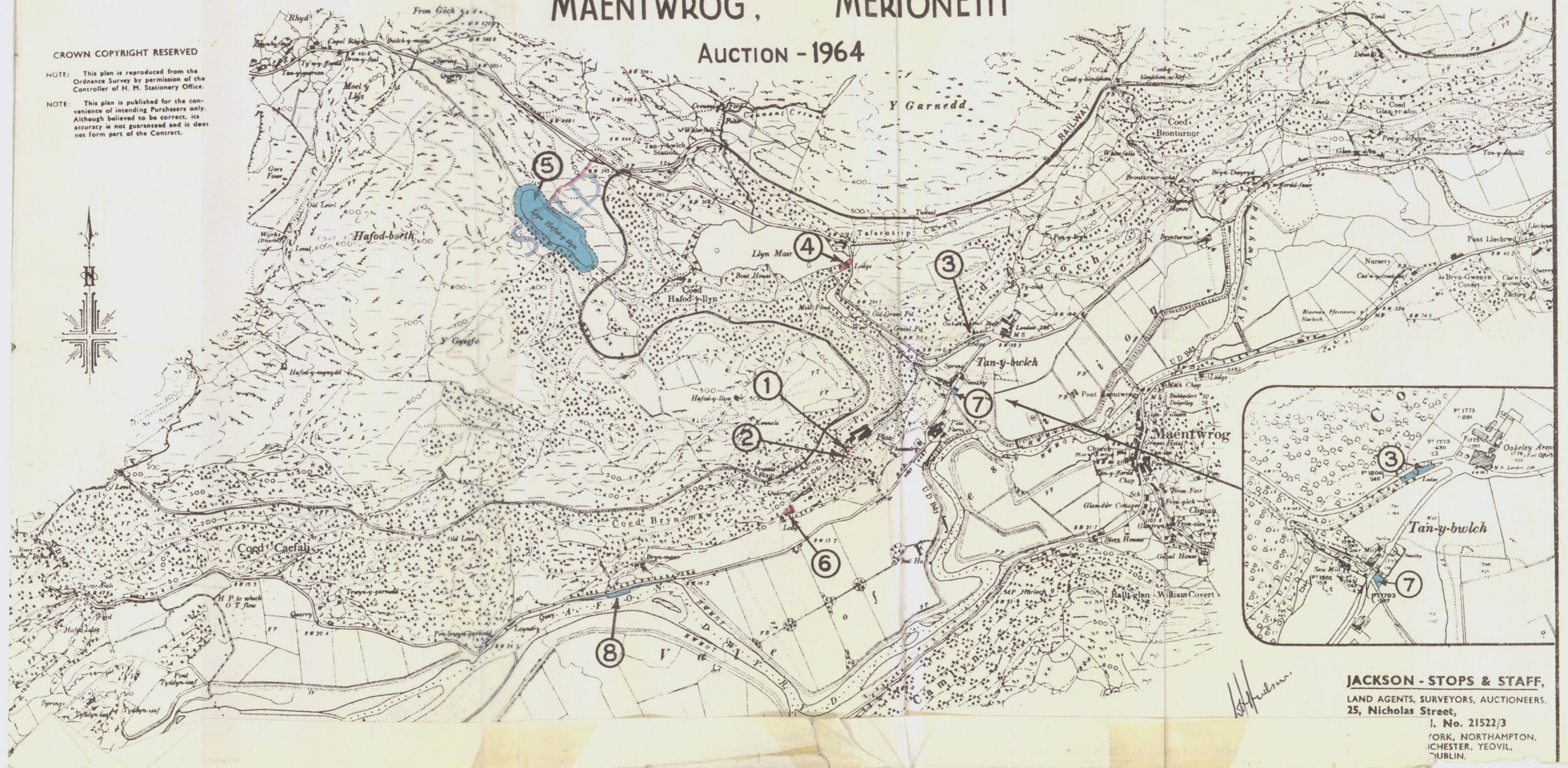
PARTS OF THE TAN-Y-BWLCH ESTATE, MAENTWROG, MERIONETH

AUCTION - 1964

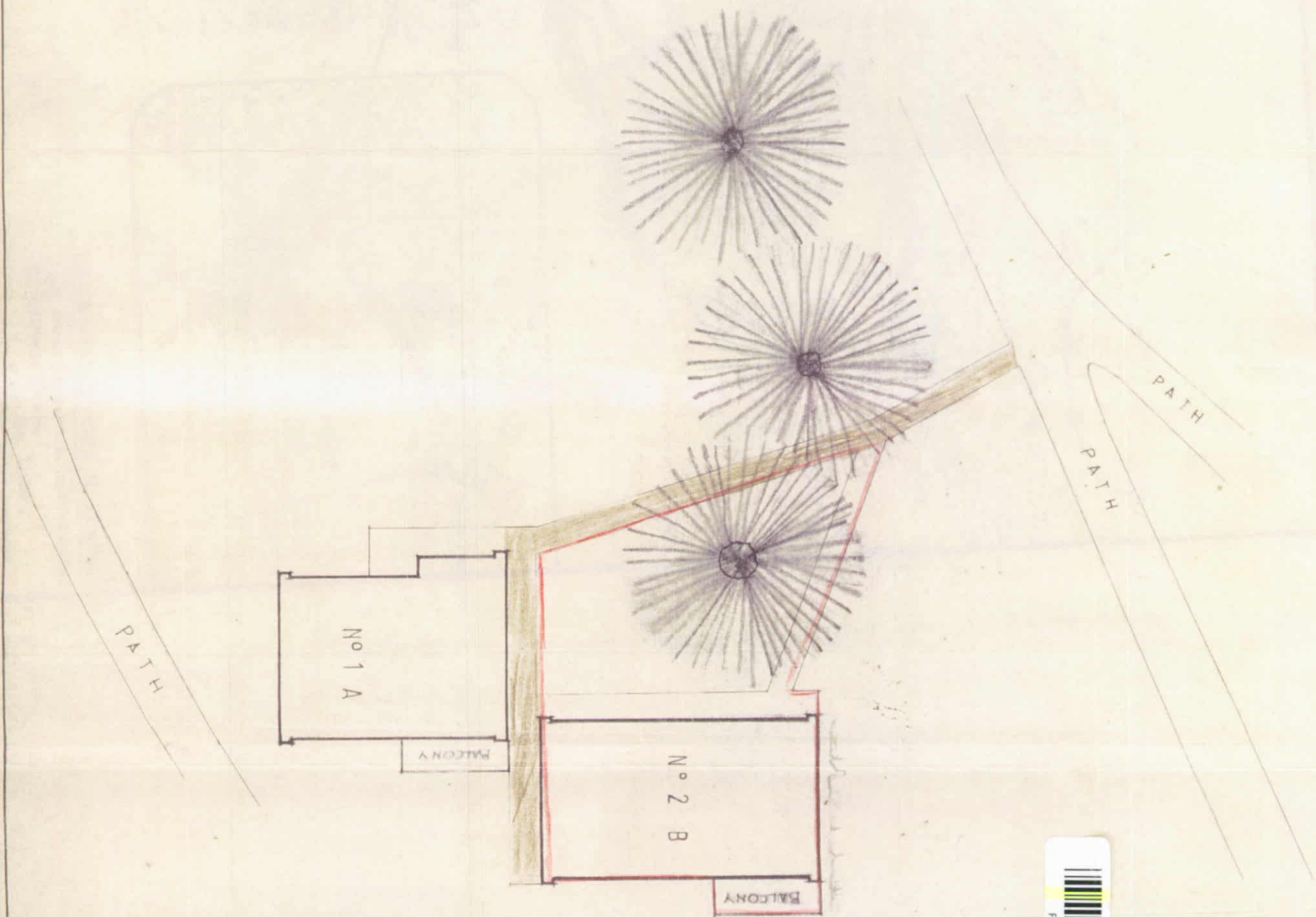
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 ICHESTER, YEOVIL,
 DUBLIN.



HOLIDAY VILLAGE
 AT TAN Y BWLCH
 MAENTWRUG

597/39/864

DEED PLAN

scale	16ft to 1
date	7/81
draw	DE A

BHLINGARD & ASSOCIAT
 88/90 CONWAY RD
 COLWYN BAY 288
 LLANGFNI & MANCHESER