

DATED 3rd July 1962.

THE URBAN DISTRICT COUNCIL OF
NORTHWICH

_____ to _____

THE TRUSTEES OF THE FIRST GROUP
OF THE CASTLE BOY SCOUTS' LOCAL
ASSOCIATION

Counterpart

L E A S E

_____ of _____

land off Queensgate Northwich
in the County of Chester.

Term: One year.

Rent: 5/- per annum.

H. D. Hocking,
The Council House,
Northwich.

91A



T H I S L E A S E is made the third -----
day of JULY One thousand nine hundred and sixty-two
BETWEEN THE URBAN DISTRICT COUNCIL OF NORTHWICH in the
County of Chester (hereinafter called "the Landlords") of
the one part and ALAN JOHN CLARKE of 38 Darwin Street
Northwich aforesaid GWENETH CLARKE of the same address
Married Woman REX MICHAEL GORST of "Elmfield" 269 Chester
Road Hartford near Northwich aforesaid and DONALD O'HARE
of 324 London Road Northwich aforesaid as Trustees for
the First Group of the Castle Boy Scouts Local Association
(hereinafter called respectively "the Lessees" and "the
Group") of the other part

W I T N E S S E T H as follows:-

1. IN consideration of the rent and the Lessees' covenants
hereinafter reserved and contained the Landlords hereby
demise unto the Lessees ALL THAT piece or parcel of land
situate off the public footpath leading from Queensgate
to Birdcage Walk Northwich in the County of Chester
containing in the whole four hundred square yards or
thereabouts and for purposes of identification more
particularly delineated and described on the plan annexed
hereto and thereon coloured pink TO HOLD the same unto
the Lessees from the first day of April One thousand nine
hundred and sixty-two for the term of one year and there-
after until determined by either party giving to the other
three calendar months previous notice in writing expiring
at any time in any year PAYING THEREFOR in advance the
yearly rent of Five shillings clear of all deductions

(except landlords property tax) on the first day of April in every year the first payment to be made on the execution hereof.

2. PROVIDED ALWAYS that the Lessees shall not be entitled to any right of access of light or air to any buildings to be erected on the demised premises which would restrict or interfere with the user of any adjoining or neighbouring land for building or any other purpose.

3. THE Lessees hereby jointly and severally covenant with the Landlords as follows:-

- (a) to pay the rent hereby reserved on the days aforesaid
- (b) to pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises and any buildings erected or to be erected thereon either by the owner or occupier thereof landlords property tax only excepted
- (c) at their own cost within twelve months from the execution hereof and in accordance with plans and specifications to be first approved by the Landlords to erect on the demised premises such building or buildings as may be required for use as a headquarters for the Group and after erection to use the said headquarters in connection with the normal activities of the Group and for such other purposes not inconsistent therewith as may be in the opinion of the Landlords reasonably necessary for the support of the Group or ancillary to its general activities and

for no other purpose whatsoever PROVIDED THAT the Lessees may from time to time let or hire the building or buildings for a charitable religious or educational purpose but such letting or hiring shall not continue for more than forty-eight hours in any one case

- (d) not to erect make or maintain or suffer to be erected made or maintained on the demised premises or any part thereof any building erection or improvement except the said Group headquarters without the consent in writing of the Landlords first had and obtained
- (e) to keep the demised premises and any buildings erected on the demised premises in good and tenantable repair and condition
- (f) to permit the Landlords and any person or persons authorised by them at all reasonable times to enter upon and examine the condition of the demised premises and any buildings erected thereon and thereupon the Landlords may serve upon the Lessees notice in writing specifying any repairs necessary to be done by the Lessees under the foregoing clause hereof and require the Lessees forthwith to execute the same and if the Lessees shall not within ten days after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Landlords to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due to the Landlords and be forthwith recoverable by action

(g) at their own expense forthwith to erect and thereafter keep in good order to the satisfaction of the Landlords' Surveyor a suitable fence on the unenclosed boundaries of the demised premises and also to erect and keep in good order to the like satisfaction a good and substantial gate across the entrance to the demised premises in the position shown on the said plan and thereon marked "new gate"

(h) not to do or permit or suffer anything to be done in or upon the demised premises or any part thereof or on any buildings erected or to be erected thereon which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlords or to the owners or occupiers of any neighbouring land or premises

(i) not to assign underlet or part with the possession of the demised premises or any part thereof or any buildings erected or to be erected thereon

(j) at the determination of the term hereby granted to remove forthwith at their expense all buildings on the demised premises and to yield up and leave the demised premises in a clean and tidy condition in accordance with the Lessees' covenants herein contained.

4. THE Landlords hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and performing and observing the several covenants on their part herein contained shall peaceably hold and enjoy the demised

premises during the said term without any interruption by the Landlords or any person rightfully claiming under or in trust for them.

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

(a) If the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessees' part herein contained shall not be performed or observed then and in such case it shall be lawful for the Landlords or any person duly authorised by them at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlords in respect of any arrears of rent or breaches of the covenants on the part of the Lessees herein contained.

(b) Any notices under this Lease shall be in writing. Any notices to the Lessees shall be sufficiently served if left addressed to the honorary secretary for the time being of the Group on the demised premises or sent to him by registered post at his last known address in England and any notice to the Landlords shall be sufficiently served if sent by registered post addressed to their Clerk for the time being at The Council House Northwich aforesaid.

IN WITNESS whereof the Landlords have caused their

Common Seal to be hereunto affixed and the Lessees have
hereunto set their hands and seals the day and year first
before written.

SIGNED SEALED AND DELIVERED by the
said ALAN JOHN CLARKE in the presence
of:

J. Clarke.
38 Darwin St.
Northwich.
Taxis Driver.

[Signature]

SIGNED SEALED AND DELIVERED by the
said GWENETH CLARKE in the presence
of:

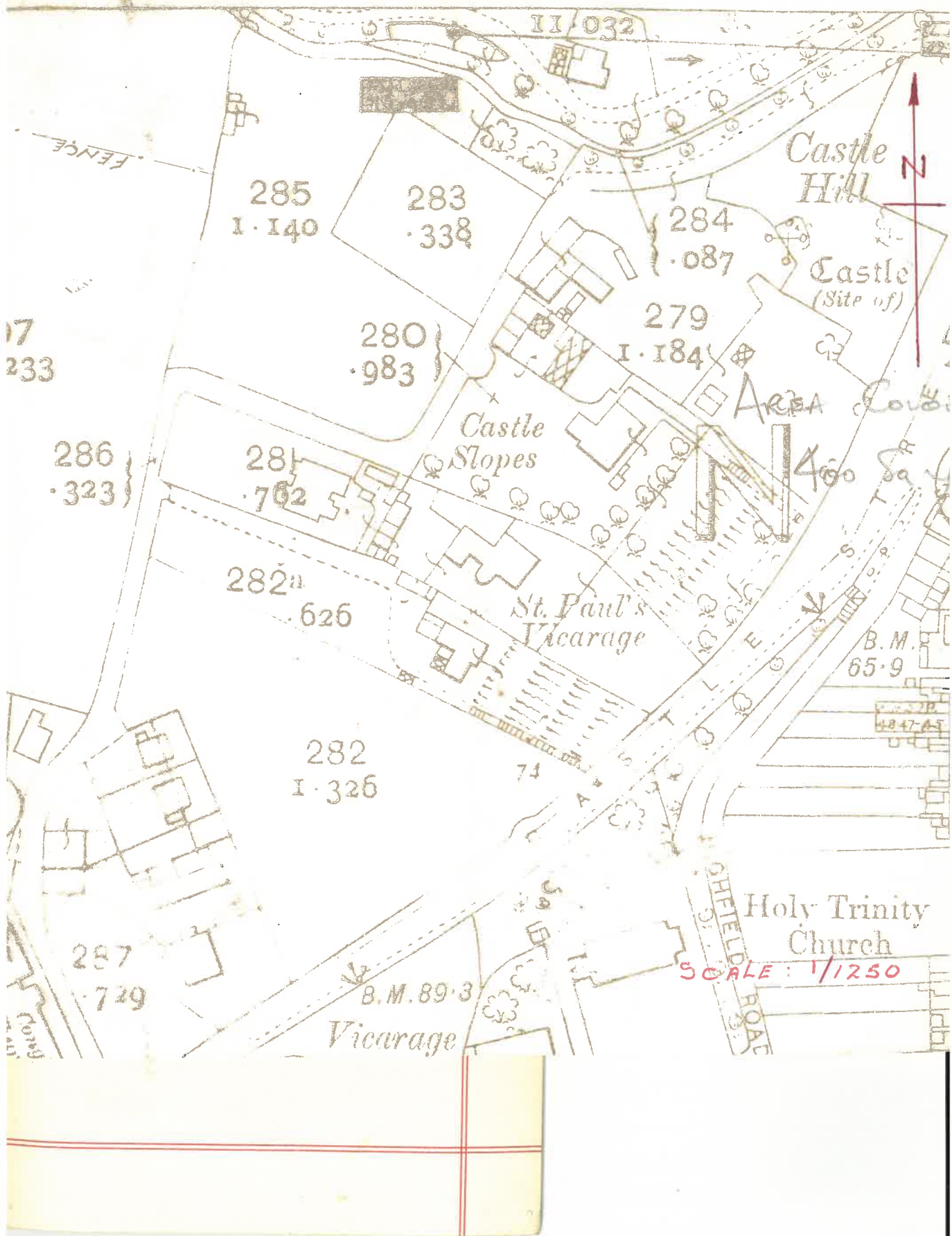
R Walker
16 Canton Place
Castle
Northwich
Labourer

G Clarke.

SIGNED SEALED AND DELIVERED by the
said REX MICHAEL GORST in the
presence of:

R.M. Gorst.
265 Chester Rd.
Hazel
Ches
Electric Engineer

R.M. Gorst.



SIGNED SEALED AND DELIVERED by the
said DONALD O'HARE in the presence
of:



Donald O'Hare



Kay Butterworth
5 Oak Lane
Sandwich
Shop Assistant