Land
registry
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THIS LEASE made the Sixteenth day of May One thousand

nine hundred and eighty-six <u>BETWEEN</u> Thanet District Council of Thanet

Council Offices Cecil Street Margate in the County of Kent (hereinafter called "the Landlord" which expression shall where the context so admits to include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby granted) of the one part and Peter

Robert Miles of East Northdown House, Margate CT9 3TS (hereinafter called "the I

Lessee" which expression shall where the context so admits include the Lessee's successors in title of the other part.

WITNESSETH as follows

In consideration of the sum of .FIVE THOUSAND POUNDS (£5,000) (the receipt whereof the Landlord hereby acknowledges) and of the rent hereinafter reserved and the cove ant on the part of the Lessee hereinafter contained the Landlord hereby DEMISE unto the Lessee ALL THAT piece or parcel of land with the building erected thereon or on some part thereof situate at the Northdown Park Margate in the District of Thanet being more particularly described in Part I of the First Schedule hereto and delineated and edged red on the plan (hereinafter called .. the Plan") annexed hereto (hereinafter called "the demised premises") TOGETHER WITH free and uninterrupted \passage and running of water soil gas and electricity through appropriate sewers drains pipes wires watercourses channels now or hereafter during the period beginning with the date hereof and enduring for eighty years constructed on adjoining or neighbouring property of Landlord AND TOGETHER WITH a right of way at all times with or without vehicles in common with the Council and others authorized by it: over and along the part of the service road as shown hatched red on the Plan.EXCEPT AND RESERVED as in Part II of the first Schedule hereto to TO HOLD the same unto the Leasee from 16 May one thousand nine hundred and eitghty six for the term of THIRTY FIVE years YIELDING AND PAYING therefor unto the Landlord during the said term the yearly rent in advance of ~ ONE HUNDRED POUNDS or such other yearly rent as may be determined under the provisions of Clause 2 hereof such Sum or sums to be paid annually on each anniversary of the commencement of the term hereof without. any deductions the first of such payments (or a proportionate part thereof) to be paid on the execution hereof.

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

- (i) The rent hereby reserved shall be reviewed at the end of the tenth twentieth and thirtieth years of the said term such dates being hereinafter separately called "Rent Review Date"
- (ii) If at each Rent Review Date the Market Rental Value (as defined in

sub-clause (iv) of this clause) shall be found to exceed the sum being paid

for the period immediately preceding the Rent Review Date then current

there shall be substituted for such yearly rent an increased yearly rent

equal to the sum being paid immediately preceding the said Rent Review Date

plus the amount of any such excess—said increased

yearly rent payable at the Rent Review Date pursuant to a review s hall not

exceed 160% the rent payable immediately preceding such Rent Review Date.

- (iii) Such increased yearly rent shall be payable from the Rent Review Date then current until further reviewed under the provisions hereof
- (iv) For the purpose of this Clause the expression "Market Rental Value" means the annual rack rent at which the demised premises if vacant at the relevant Rent Review Date could be let at that time in the open market by willing landlord to a willing tenant for a term not exceeding the then residue of the term hereby granted on the same terms and conditions as in this Lease and on the basis that the demised premises have been at all times maintained in accordance with the covenants and conditions imposed by this Lease but without any attachment for goodwill to the demised premises by reason of the carrying on thereat of the business of the Lessee or to any improvements carried out to the 'demised premises by the lessee otherwise than in pursuance of an obligation to the Landlord.

(v) The Market Rental Value at the Rent Review Date shall be such sum as the

Landlord shall specify by notice in writing to the Lessee not more than twelve months nor less than six months before the appropriate Rent Review Date and unless the Lessee shall notify bis objection to such: revised rent in writing to the Landlord .within two months of service of the Landlords notice such revised rent shall be deemed to be the Market Rental Value payable from the Rent Review Date to which it relates subject only to the proviso to Sub-Clause 2 (ii) hereof in the event of the Lessee notifying the Landlord of its objection to the reviewed rent specified in the notice the parties hereto shall forthwith consult together and use their best endeavours to reach agreement as to the amount of the Market Rental Value but failing agreement within one month after the service of such notice of objection by the Lessee the question of the rent to be payable at the Rent Review Date is to be that determined and fixed by an independent Chartered Surveyor acting as an expert and not as an arbitrator to be mutually appointed or in the event of the parties being unable to agree upon one to be appointed on the application of the Landlord by the President for the

time. being of the Royal Institution of Chartered Surveyors

The fees of

other officer or agent as the Landlord may from time to time designate for the purpose and shall be deemed to have been validly served on or conveyed to the Lessee if sent by prepaid registered or recorded delivery post to the Lessee at its address specified herein or such other address for service as the Lessee may from time to time notify in writing to the said Chief Executive or delivered to the demised premises and any notice which may be given by the Lessee to the Landlord under this Lease shall be deemed validly served it sent by prepaid registered or recorded delivery post to the Chief Executive at the Council Offices, Margate.

- (vi) Any dispute or difference which may arise between the Landlord and the Lessee as to their respective rights duties or obligations as to any matter or thing in any way arising out of or connected with the subject matter of this Lease shall except as otherwise expressly in these presents provided be referred to the arbitration or decision of a single arbitrator to be agreed by the parties or failing agreement to be nominated the President for the time being of the Law Society and any such reference shall be deemed to be a submission to arbitration in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force~
- (vii) When the expression "the Lessee" comprises two or more persons firms or companies the Lessee's obligations shall be construed as joint and several and the Lessor shall not be prejudiced by any agreement bankruptcy composition dealing death dissolution liquidation or security in relation to some one or more the Lessees.
- (viii) The Landlord shall be entitled to cancel this Lease and to recover from the

 Lessee the amount of any loss resulting from such cancellation if the Lessee shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Lease or any other Lease or: Agreement with the Lessor or for showing or forbearing to Show favour or disfavour to any person in relation to this Lease or any other Lease or Agreement with the Lessor or if the like acts shall have been done by any person employed by the Lessee or acting on its behalf (whether with or without the knowledge of the Lessee.) or if in relation to any Lease or Agreement with the Lessor the Lessee or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them or: shall have given any fee or reward the receipt of Which is an offence under sub-Section (2) of section 117 of the Local Government Act 1972

satisfaction of the Planning and Housing Director PROVIDED nevertheless that a default or delay in completing the works or any part thereof shall arise from fire tempest frost or other inevitable cause or accident or from any strikes or lockout in the building trade or any kindred trades or from any other cause beyond the Lessees control or by reason of the Lessee desiring an extension or alteration made to the works Subject to the consent as hereinbefore provided then the Council shall allow such further time for the completion of the works as shall be reasonable.

- (4) During the carrying out of the works referred to in 3(3) hereof on the demised premises (a) not to erect or build or permit to be erected or built any other building structure or erection whatsoever except temporary structures or buildings required in connection with the execution of the works which temporary structures or buildings shall be removed on completion of the works and (b) to take all reasonable Care to avoid damage to adjoining roads footpaths or land of the Landlord and to repay to the Landlord the reasonable cost duly certified by the Technical Director for the time being of the Landlord (hereinafter called "the Technical Director" which expression shall wherever it occurs include any other person authorised by the Landlord to act in such capacity) of making good any damage caused thereto or to the sewers drains pipes cables and other works thereon and thereunder.
- (5) At all times throughout the said term to insure and keep insured in some insurance office to be approved of in writing by the Landlord the demised premises and all other buildings which may from time to time be erected on the land hereby demised in the joint names of the Landlord and the Lessee in a sum to be approved in writing by the Landlord and sufficient to (a) cover the cost of completely reinstating the same in their completed state in the event of total destruction (together with Architect's and Surveyor's fees the cost of clearing the site and other expenses incidental thereto) against loss or damage by fire explosion storm tempest (including lightning) or aircraft (excluding damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at. sonic or supersonic speed) and any articles dropped therefrom and such other risks as the Landlord may consider necessary and (b) three years rent hereunder by reason of any such loss or damage and whenever required produce to the landlord ,its officers, servants or agents , the policy or policies of such insurance and the receipt or receipts for the current year's premium In the event of the. demised premises or any part thereof at any time being destroyed or damaged by fire or other such risk then

and as often as the same may happen the Lessee shall:-

- (i) Pay all monies recovered under such policy into a joint account at. a bank. to be nominated by the Landlord to be released to the Lessee against the certificate issued by the Planning and Housing Director as to the amounts expended in reinstatement
 - ii) Forthwith rebuild and reinstate the demises premises to its former condition to the reasonable satisfaction of the planning and housing director.
- iii) Secure that all monies payable by virtue of such insurance (except that received in respect of loss of rent which shall belong to the Landlord shall forthwith be laid out and applied to rebuilding repairing or otherwise reinstateing the demised premises in a good and substantial manner and in case the monies received in respect of such insurance shall be insufficient for the purpose to make good the deficiency (including the fees of any Architect Surveyor or Ass8ssor for acting in connection with the claim) out: of the Lessee's own monies PROVIDED ALWAYS that if the Lessee shall at any time fail to insure or keep the demised premises insured as aforesaid the Landlord may do all things necessary to effect and maintain such insurance and any monies expended by the Landlord for and he recoverable forthwith by action or distress as for rent in arrear.
- (6) Not to do or permit or suffer to be done in or upon the demised premises or any part or parts thereof respectively anything which may render the policy or policies of insurance void or voidable to make any increased premium payable in respect of such policy or policies .-
- (7) To repair and keep the whole of the interior and exterior of the demised premises and every part thereof and all other buildings erections fences paths and hardstandings which at any time during the said term may be upon any part of the demised premises in good tenantable repair and condition to the reasonable satisfaction of the Planning and Housing Director throughout the term hereby granted
- (8) To pay a reasonable proportion to be determined by the Technical Director of the expense of repairing and maintaining all pipes sewers drains watercourses party walls or other easements used or to be used in common by the occupiers of the demised premises and occupiers of any adjoining or neighbouring premises <u>PROVIDING THAT</u> if the Lessee shall be dissatisfied with the determination as aforesaid of the Technical Director then the Lessee shall have the right within two months of the date of determination to require that the amount so payable by the Lessee shall be referred to and be decided by an Independent Chartered Surveyor acting as an expert and-not as an arbitrator to be appointed on

application by the Lessee to the President for the time being of the Royal

Institution of Chartered Surveyors within the said period of two months and the fees of such Surveyor and of the Royal Institution of Chartered Surveyors shall be borne and paid in their entirety by the Lessee alone and the decision reached shall be binding on both parties PROVIDED FURTHER THAT if the Lessee shall not to apply to the President of the Royal Institution of Chartered

Surveyors within the said two month period then the determination reached by the Teclmical Director shall be binding on the Lessee and the amount payable shall be a due from the Lessee to the Landlord and be recoverable in the same way as rent in arrear

- (9) Once in every third year of the said term to paint in a workmanlike manner with at least one undercoat and one gloss coat of good quality paint external woodwork ironwork and other parts of the buildings erected on the demised premises usually so treated and once in every seventh year of the said term to clean down paint varnish paper or colour in like manner all the inside parts of the buildings erected on the demised premises usually painted varnished papered b or coloured
- (10) To permit the Estates and Valuation Officer and his authorised representatives at all reasonable times upon previous notice in writing during the said term to enter upon ,the demised premises or any part thereof to examine the state and condition of the same and thereupon the Landlord may serve upon the Lessee notice in writing specifying any repairs and/or maintenance necessary to be done and require the Lessee forthwith to execute the same and if the Lessee shall not within twenty-one days after service of such notice proceed diligently with the. execution of such repairs and/or maintenance to permit the Landlord to enter upon the demised premises and execute such repairs and/or maintenance and the cost thereof shall be a debt due from the Lessee to the Landlod and be forthwith recoverable by action.
- (11) Not to assign or underlet or part with possession of the whole or any part of
 the demised premises without the previous consent of the Council such consent
 subject as hereinafter provided not to be unreasonably withheld PROVIDED ALWAYS
 - (i) that the form of the consent of the Landlord shall be such as the

 Landlord shall reasonably require and may should the Landlord so wish be

 under seal and contain a covenant by the assignee underlessee or

 undertenant as the case may be direct with the Landlord to observe and
 perform the terms and conditions herein contained including a covenant
 not to further assign or underlet or part with the possession of the
 demised premises without such consent as aforesaid and in the case of an
 assignment to pay the rent hereby reserved and

- (ii) that the Lessee being a company may permit the occupation of the demised premises by any subsidiary of itself or of the Lessee's holding company the expression "subsidiary" and "holding company" having the respective meanings ascribed to them in Section 154 of the Companies Act 1948
- (iii) within one month of any assignment assent transfer or underlease of or relating to the demised premises to give notice thereof in writing with particulars thereof to the Solicitors for the time being of the Landlord and to produce to them such assignment assent transfer or underlease or in the case of a devolution of the interest of a tenant not perfected by the assent within twelve months of the happening thereof to produce to the said Solicitors the Probate of the Will or Letters of Administration under which such devolution arises and to pay them a registration fee of TEN POUNDS (£10.00) in respect of each such assignment transfer assent Underlease or devolution
- (12) To pay to the Landlord all Solicitor's costs and Surveyor' 5 fees incurred by the Landlord attendant upon or incidental to every application made by the Lessee for a consent or licence required by this Lease whether the same be g r a n t.e d or refused or preferred subject to any qualification~ or condition or whether the application be withdrawn
- (13) Not knowingly to do or permit or suffer to be done anything in or upon the demised premises or any part or parts thereof respectively which may be or become a nuisance or cause damage to the Landlord or the owner lessee or occupier of any adjoining or neighbouring premises
- (14) To permit the Landlord by its servants or agents at all reasonable times upon previous notice in writing to enter upon the demised premises with such workmen and appliances as may be necessary in order to execute any repair thereto or for the purpose of executing any repairs to any adjoining property owned or occupied by the Landlord or its tenants
- thereof to be used for any purpose other than as a museum or any use incidental thereto nor to use or permit the first floor of the demised premises or any part, thereof to be used for any purpose other than as living accommodation for occupation by a Curator of the said museum and the first floor of the demised premises shall not be used independently of the ground floor thereof nor shall the Lessee allow to be carried on or permit to be carried on any offensive or noisy trade business or manufactory or permit the demised premises or any part thereof to be used for any illegal or immoral purpose or for any auction or

retail sales.

- (16) The use of the ground floor of the demised premises as a museum shall commence not later than the First day of April One thousand nine hundred and eighty seven and thereafter the, said museum shall be open to the public for at last One hundred days during each calendar year of the term and on each of those days shall be so open for a minimum of two consecutive hours between the hours 0900 and 1800
- (17) Not to charge members of the public a fee in excess of One Pound (£1.00) for entering upon and using the said museum <u>PROVIDED THAT</u> such entrance fee may be increased upon the prior written consent of the Council being given therefor_
- (18) To obtain all necessary permission and consents that may be required for the operation of the business carried on at the demised premises and to comply at all times during the said term with all Acts of Parliament Regulations

 Directions Byelaws Orders Notices and Permissions which may require to be complied with (whether by landlord or tenant) in respect of the occupation and use of the demised premises and in particular without prejudice to the generality of the, foregoing the byelaws with respect to Parks and Pleasure

 Ground for the district of Thanet.
 - (19) Not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld as estate owner first had and obtained and at the cost and expense of the Lessee following compliance. with sub-clause 3 (3) of this Lease: -
 - (i) To make or suffer to be made any structural additions or alterations to the demised premises or any alterations to the external appearance thereof.
 - (ii) To cut maim or injure or allow to be cut maimed or injured any of the walls or timbers of the demised premises
 - (iii) To carry out any operation or change of use constituting development under the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof for the time being in force or any regulations or orders made thereunder
 - (iv) To erect or install or cause or permit or suffer to be erected or installed in any part of the demised premises any shop front nor to affix or. permit or suffer to be affixed or exhibited to or upon any part of the exterior of the demised premises any placard poster signboard fascia or other advertisement
 - (v) To make or suffer to be made any new access from the demised premises to

 To the service roadway thereto

- 20) Not: to hang or place or permit or suffer to be hung or placed any goods or articles of any kind outside the buildings of the demised premises Dc any part thereof nor to exhibit for sale any goods outside the demised premises or any part thereof except goods displayed and attached to the entrance doors of the demised premises.
- (21) Not to consume or permit or suffer to be consumed in any part of the demised premises any fuel other than authorised fuel as defined from time to time by Regulations made under Section 34 of the Clean Air Act 1956 or any statutory modification or re-enactment t hereof for the time being in force
- (22) Not at any time to permit any vehicle or vehicles in the control of the Lessee or its invitees to obstruct the service road giving access to the demised premises.
- (23) Not to stop up or darken or obstruct any windows or lights belonging to the demised premises nor to permit any new Window, light, opening, doorway, path passage drain or other encroachment or easement to be made into against or upon the premises which might be or grow to the: damage. or annoyance or inconvenience of the Council and if any such window light opening doo rway path passage drain or other encroachment or easement shall be made or attempted to be made the Lessee shall give immediate notice thereof to the Council and shall at the request of the Council adopt such means as may reasonably be required or deemed proper for the prevention of any such encroachment or acquisition of any such easement ..."
- (24) During the last two years of the term hereby granted to permit the Landlord and its officers servants or agents to enter upon the demised premises at all reasonable times during the daytime upon previous notice in writing for taking schedules or inventories of the fixtures and things to be yielded up at the expiration of this Lease and at any time during t he term hereby granted upon reasonable notice being given to the Lessee and upon previous written authority to permit any prospective Lessee or purchaser to view the demised premises in the event of the Landlord being minded at any time to part with its reversion or -any part thereof in the demised premises or any part thereof.~
- (25) To keep the demised premises and every part thereof including land not within a fully enclosed buildings thereon and particularly any open space betweerl buildings in a clean and tidy condition free from noxious weeds or refuse and generally to maintain a good clean and tidy appearance the buildings and open spaces in and about t he same and not to bring or keep or suffer to be brought or kept upon the premises or any part thereof anything which is or may become in the reasonable opinion of the Land Lord untidy unclean unsightly or in any

way detrimental to amenity either of the demised premises or of the neighbourhood and withthin one month to comply with the requirements of any written notice to restore the amenity as aforesaid and in the event of the Lessee failing to comply with such notice the Landlord shall be entitled to enter upon the demised premises and carry out any works or do any things necessary to comply with such notice and to recover the cost thereof from the

- (26) To pay all reasonable and proper expenses (including Solicitor's costs and Surveyor's fees) incurred by the Council of and incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.
- (27) At the end or sooner determination of the said term to yield up to the Council the demised premises and all fittings and fixtures therein except tenant's fixtures in good and tenantable repair in accordance with the Lessee's covenants herein contained.
- (28) To execute and deliver to the Landlord a Counterpart of this Lease and to pay

 to the Landlord its costs in the preparation of the Lease in the sum of One
 hundred pounds (£100.00) and to pay the stamp duty on this Lease and the said
 counterpart.
- THE Landlord hereby COVENANTS with the Lessee that the Lessee paying the reserved rent and performing and observing all the covenants on the Lessee's part and conditions herein contained Shall peaceably hold and enjoy the demised premises for the term hereby granted without anyinterruption by the Landlord or any person lawfully claiming through under or in trust for it.

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

(i) If the said rent hereby reserved shall be unpaid for twenty-one days after becoming payable (whether the same shall have been formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed or if the Lessee shall become bankrupt or make an arrangement or composition with creditors or if while the demised premises are vested in a Company a Receiver shall be appointed of the Company or the Company shall enter into liquidation whether compulsory or voluntary (except a voluntary liquidation of a solvent company for the purposes of reconstruction) then and in any such case it shall be lawful for the Landlord or any person or persons authorised -by it in that behalf at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and take possession of the same and all the fixtures and

chattels building material and plant whatsoever belonging to the Lessee therein with power to hold and dispose thereof as absolute owners as if this Lease had not been executed and without making to the Lessee any compensation or allowance for the same and this Lease shall thereupon determine but without prejudace to any right of action or other rel.edy of the Landlord for the recovery of any rent or monies due to it from the Lessee or in respect of any breach non-observance. or non-performance by the Lessee. of any covenants agreements conditions stipulations or obligations on its part herein contained mentioned or referred to.

- (ii) In Case the demised premises or any part thereof shall at any time be destroyed or so damaged by fire storm or tempest as to be unfit for occupation or use then and in such case (unless the insurance of the demised. premises shall have been forfeited by the act neglect or omission or default of the Lessee or his visitors servants agents or employees) the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall until the demised premises shall have been reinstated be suspended and cease to be payable.
- (iii) Nothing herein contained or implied shall impose any restriction on the user of any land or buildi.ngs of the Landlord not comprised in this Lease or give the Lessee the benefit of or the right: to enforce or to have imposed or to prevent the release or modifications of any covenant agreement condition or stipulation entered mco by any Lessee or tenant of the Landlord in respect of proper ty not comprised in this Lease or to prevent or restrict in any way the development of any land of the Landlord not comprised in this Lease and the Lessee shall not be entitled to anyright of access of light or air to any building erected on the. demised premises Which would restrict or interfere with the free user of any adjoining or neighbouring land of the Landlord for building or any other purpose.
- (iv) Nothing in this Lease contained or implied shall prejudice or affect the rights p owe r s and duties of the Landlord in the exercise of its functions as the local authority and authority exercising delegated planning functions for the District of Thanet and the rights powers and duties of the Council under all public and private statutes byelaws orders regulations and statutory instruments may be as fully and effectually exercised in relation to the demised premises as if. it: were not the Landlord thereof.
- (v) Any notice decision direction approval authority permssion or consent which may be given by the Landlord under this Lease shall be valid and effectual if signed by the Chief Executive for the time being of the landlord of such

a further term of thirty five years from the expiration of the term hereby granted at a rent to be determined by negotiation (but failing agreement between the parties within three months after the service of the notice hereinafter referred to then to be the Market Rental Value determined and fixed by an independent Chartered Surveyor acting as an expert and not as an arbitrator to be mutually appointed or in the event of the parties being unable to agree upon one to be appointed on the application of the landlord by the President for the rime being of the Royal Institution of Chartered Surveyors The fees of such Surveyor and of the Royal Institutior, of Chartered Surveyors shall be borne and paid by the parties in equal shares and the Market Rental Value sa determined and fixed by such Surveyor shall be PROVIDED ALWAYS -tha t the expression Market Rental binding on both parties Value shall have the same meaning in this Clause as ascribed to it in Clause 2 hereof) and on the terms and conditions hereinafter mentioned and shall not more than twelve nor less than six months before the expiration of the term hereby granted give to the Landlord notice in writing of such his desire and if he shall have paid the rent hereby reserved (hereinafter called "the current; rent") and shall have performed and observed the Lessee's covenants and conditions herein contained up to the termination of the tenancy hereby created then the Landlord will let the demised premises to the Lessee for the term of thirty five years from the at a rent determined as aforesaid and payable as therein provided such rent to be reviewed every five years throughout the term the first of such reviews to be at the end of the fifth year of the term and subject in all other respects to the same rights covenants .stipulations and conditions as are herein contained except this clause for renewal PROVIDED ALWAYS that this Clause shall-become null 'and void if the option hereby given to the Lessee shall not be reg.i s t e re d as a land charge at the Land Charges Registry or protected by registration of a notice caution or other prescribed entry under the Land Registration Act 1925 or any Statutory modification or re-enactment thereof for the time being in force, within a period of. three months from the date of this lease

2021

If the Lessee be desirous of taking a Lease of the demised premises for

(ix)

THE SCHEDULE bereinbefore referred to

PART 1

Description of thr Premises

ALL THAT piece or parcel of land t:ogether with the building erected thereon or on some part thereof situate at Northdown Park Margate Thanet in the County of Kent

which said piece or parcel of land is shown edged wieh a red line on the Plan attached hereto having the measurements more or less as shown on the said plan

PART II

(Description of easements rights and privileges excepted and reserved from the demise)

- 1 The free and uninterrupted passage and running of water soil gas electricity and other services through the sewers drains pipes wires watercourses channels now or hereafter during the period beginning with the date hereof and enduring for eighty years constructed on or under the demised premises.
- 2 The right for the Landlord and the Water or Sewerage Authority and its officers and agents with or without workmen and others to enter into and upon the demised premises upon giving reasonable notice in writing to the Lessee of the intention so to do for the purpose opening laying down repairing and maintaining the sewers channels and drains carrying water and soil through the demised premises the Council or other persons so entering making good any damage thereby occasioned_
- 3 The rights of light air drainage and other rights easements in over under or upon the demised premises as are now used or enjoyed by the owners or occupiers of adjoining or neighbouring premises whether belonging to the Landlord or not.
- 4 The right for the owners lessees and tenants of adjacent or neighbouring premises now or hereafter or formerly belonging to the Landlord or its or their predecessors in title to maintain alter rebuild or otherwise erect any messuage building or erection on the sites thereof to such height and elevation whatsoever as may be approved by the Landlord or its Officers and Agents for the time being notwithstanding that such building may obstruct or interfere with the access of light or air to any window or opening now existing or which may be hereafter be opened in any biulding on the demised prenises.
- 5 The right of support and protection by the demised premises for such other adjacent or neighbouring property thereof as requires such support and protection
- 6 The right at all times upon reasonable notice for the Council to enter upon the demised premises in order to build on or into any party structure making good all damage caused to the demised premises in the exercise of this right

IN WITNESS whereof the Landlord has caused its common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first~ __hefore written

SIGNED SEALED AND DELIVERED by the said PETER ROSERT

MILES in the presence of:-

There Dans Com

DATED Hora Mary 1986

THE THANET DISTRICT COUNCIL

- and -

P R MILES

- of-Coach House and Stable Block at
Northdown House Margate in the
County of Kent
R Walter
Chief Solicitor
Thanet District Council
1986
WP43p