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Title Number WYK334394

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DATED

21st November

1984

BARRATT LEEDS LIMITED

-to-

K L PURDY

LEASE

-of-

Flat and Parking Space No.19

intended to be known as 4

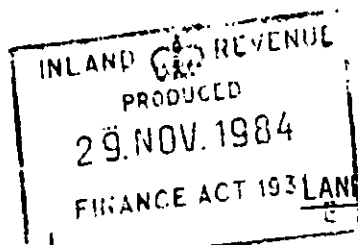
Lakeside Walk, Larkfield Court, Rawdon,

Leeds

Walker, Morris & Coles
SOLICITORS
LEEDS

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL DOCUMENT. 23.1.85

J. Stein & Co.



23
✓
29/11
H.M. LAND REGISTRY

COUNTY & DISTRICT

West Yorkshire- Leeds

TITLE NUMBER

WYK 310514

PROPERTY

Flat and Parking Space Nos.19

WYK 334394

Intended to be known as 4

Lakeside Walk Larkfield Court

Estate, Larkfield Road, Rawdon

Rawdon, Leeds



T H I S L E A S E made the 21st day of November One thousand nine hundred and eighty four B E T W E E N BARRATT LEEDS LIMITED whose registered office is at Kerry House Kerry Street Horsforth in the Metropolitan District of Leeds (hereinafter called "the Landlord which expression shall where the context so admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and KAREN LESLEY PURDY of 4 Derwent Drive Adel Leeds (hereinafter called "the Lessee" which expression shall where the context so admits include the successors in title of the Lessee) of the other part

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

1. I N this Lease where the context so admits :-

(a) "THE PLAN" shall mean the plan annexed hereto

(b) "THE ESTATE" shall mean the land now or formerly comprised in the above mentioned title

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- c) "THE BLOCK" shall mean The Block of flats in part lying within the land edged red on The Plan
- d) "THE FLAT" :-
- (i) in the case of a lower flat shall mean the lower flat number 19 being on the ground floor of The Block and lying within the land edged red on The Plan and including one half in depth of the structure between the ceiling of The Flat and the floors of the flat above and (subject to Clause 5(3) hereof) the internal and external walls of The Flat up to the same level and the land and structure of The Block below the Flat including the foundations supporting the internal and external walls thereof and the front garden but not including the staircase (and landing) leading to The Flat above
- (ii) in the case of an upper flat shall mean the upper flat number 20 being on the first floor of The Block and lying within the land edged red on The Plan and including one-half in depth of the structure between the floors of The Flat and the ceiling of the flat below and (subject to Clause 5(3) hereof) the internal and external walls of The Flat down to the same level and the rear garden and including the staircase (and landing) leading to The Flat and the land and structure of The Block above The Flat including the roof
- (e) "THE GARDEN" shall mean so much of the land edged red on The Plan as is intended to be laid out as a garden
- (f) "THE PARKING SPACE" shall mean The Parking Space edged red on The Plan
- (g) "THE PROPERTY" shall mean The Flat and Garden and The Parking Space and together with any other land edged red on The Plan and together with the rights but except and Reserved as set out in the First Schedule hereto

- (h) "THE DRYING AREA" shall mean the area of land shown on the Plan coloured green
- (i) "THE TERM" shall mean 99 years calculated from the First day of June One thousand nine hundred and eighty four
- (j) "THE RENT" shall mean the sum of TWENTY FIVE POUNDS per year
- (k) The masculine includes the feminine and the 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 of The Property in equity and the Trustees of The Property shall have power (subject to and without prejudice to the covenants and conditions herein contained) equal to those of a sole beneficial owner

2. THE Landlord having already granted or intending hereafter to grant similar leases of the other flats in The Block to the intent that any lessee for the time being of such flat may be able to enforce observance and performance of the covenants and restrictions on the part of any other lessee so far as herein provided and in consideration of the Rent hereby reserved and the covenants on the part of the Lessee herein contained HEREBY DEMISES The Property to the Lessee TO HOLD the same UNTO the Lessee for The Term EXCEPT RESERVED AND SUBJECT as set out in the First and Second Schedules hereto the Lessee PAYING therefor during The Term The Rent in advance without any deduction on the First day of January in every year the first of such payments (being a proportion calculated at the rate of six pounds and twenty five pence for each complete period of three calendar months from the date hereof to the First day of January next) to be made on the execution hereof

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3.

a) THE Lessee hereby covenants with the Landlord in the terms set out in the Third Schedule hereto

b) THE Lessee hereby covenants with the Landlord 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 that the Lessee will at all times during The Term :-

(i) observe and perform the restrictions and stipulations set out in Part II of the Third Schedule

(ii) repair maintain uphold and keep The Property so as to afford all necessary support shelter and protection to the other parts of The Block

(iii) contribute and pay a reasonable proportion (in the case of dispute to be conclusively determined by the Landlord) of:-

(a) the expense of repairing maintaining renewing or cleansing all party walls fences sewers drains channels pipes ducts water courses cables wires private paths and other easements used or intended to be used in common by the occupier of The Property and the occupier of any other part of The Block

(b) any rating assessment or charge which may be imposed in respect of The Block or adjacent roads paths forecourt or landscaped area and

(c) the cost of maintaining and repairing any forecourt or access drive serving The Parking Space

(d) the cost of maintaining and repairing the Drying Area

(iv) Permit the persons entitled to exercise the same freely during the term to use and enjoy the easements rights and privileges mentioned in the First and Second Schedules hereto with all necessary rights of access for such purposes the person exercising such rights making good all damage thereby caused



4(a) THE Landlord 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 Landlord or any person rightfully claiming under or in trust for the Landlord

(b) That (if so required by The Lessee) The Landord will enforce the covenants similar to those contained in Part II of The Third Schedule hereto entered into or to be entered into by The Lessees of the other flats in The Block on The Lessee indemnifying The Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as The Landlord may reasonably require.

5. IT is agreed and declared between the parties hereto :-

(1) That except as regards the flats comprised in The Block nothing herein contained shall be deemed to constitute a building or letting scheme nor restrict the right of the Landlord to release or vary the covenants on the part of the Lessee or purchaser or the conditions contained in any lease or assurance of any part of The Estate and that (except as aforesaid) so far as concerns the Lessee the Landlord shall be at liberty to vary the manner in which The Estate or any part thereof is or is proposed to be laid out so far as concerns any part or parts thereof not hereby demised and generally deal with and act in relation thereto as it shall consider proper without the consent of the Lessee and without in any way prejudicing the covenants by the Lessee herein contained and also to vary alter and abandon any of the adjoining or neighbouring streets roads or footpaths so only that access to The Property from the public highway be not taken away or obstructed

- (2) That the Lessee shall not be entitled to or acquire any right of light or air which would restrict or interfere with the free user of any adjoining or neighbouring flat The Site or The Estate
- (3) (a) In the case of The Flat every wall separating The Flat from any adjoining flat shall be a party wall severed medially and shall be included in the premises hereby demised as far only as the medial plane thereof
- (b) In the case of The Garden
- (i) all division walls or fences separating The Garden from other gardens in The Block or from other parts of The Estate shall be party walls or fences
- (ii) any other walls or fences shall be and remain the property of the Lessee
- (4) No breach which may hereafter be made in any of the covenants by the Lessee herein contained nor any right of entry by reason of any such breach shall be or be deemed to be waived or prejudicially affected by any subsequent acceptance of rent or act or thing whatsoever other than a release of such breach or right of entry under the seal of the Landlord

6. IF The Rent or any part thereof shall remain 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 the Landlord may at any time thereafter re-enter upon The Property or any part thereof and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any arrears of Rent or any breach of covenant PROVIDED always that the right of re-entry and forfeiture hereby granted shall not become exercisable unless notice specifying the breach or breaches is first served by the Landlord upon any Mortgagee under any subsisting Mortgage of which notice shall have

been given to the Landlord pursuant to the provisions in that behalf hereinafter contained and default shall have been made by such Mortgagee in making good the breach or breaches so specified for twenty eight days after service upon him of such notice

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 (other than rent) exceeds the sum of Thirty thousand Pounds

THE FIRST SCHEDULE

PART I

RIGHTS granted to the Lessee (in common with the Landlord and all others having the like rights)

1. The right to support and shelter from the other parts of The Block
2. The right to maintain roof eaves gutters and pipes overhanging any adjoining site if so constructed by the Landlord
3. The free passage and running of water soil gas electricity fumes telephonic and television signals through all sewers drains pipes flues wires or cables and ancillary equipment now or at any time hereafter within eighty years from the date hereof to be laid or constructed on The Estate which shall serve The Property and passing over or under or through The Block or any other part of The Estate together with all necessary rights of entry for the purpose of inspecting cleansing constructing repairing or renewing the said conducting media the person exercising such rights doing no unnecessary damage and making good any damage thereby caused and paying a proportionate part of the cost of maintaining such conducting media intended to be used in common

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4. The right to enter upon any other part of The Block or any adjoining site for the purpose of inspecting cleansing repairing or renewing any party structure or thing on or under the same and used or enjoyed in common therewith or any other structure or thing upon The Block which cannot otherwise reasonably be inspected repaired or renewed the person exercising such right giving due notice (except in case of emergency) and doing no unnecessary damage and making good any damage thereby caused

5. Full right and liberty (in common with the Landlord, its assigns and all other persons having from time to time the like right) at all times hereafter and for all purposes of access to and egress from the Property

(a) to go pass and repass with or without motor cars and other vehicles along over and upon the part not hereby transferred of the intended public roads and on foot only along over and upon the part not hereby transferred of the intended public footpaths which are now or may within the next 80 years (which is hereafter referred to as "the Perpetuity Period") be construed on the Estate

(b) to go pass and repass with or without motor cars and other vehicles along over and upon the part not hereby transferred of any intended private roads drives courtyards or access areas and on foot only along over and upon the part not hereby transferred of the intended private paths which are now or may within the Perpetuity Period be constructed on the Estate and which are intended to serve the land hereby transferred in common with the Estate or any part or parts thereof

6. Full right and liberty (in common as aforesaid) at all times hereafter to use the Drying Area for the purposes of drying washing

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subject to the Lessee paying and bearing a fair proportion (in common as aforesaid) of the expense of maintaining and repairing the Drying Area

7. In the case of a lower flat the right to erect and maintain a television aerial of a type approved by the Landlord attached to the eaves of The Block in a position approved by the Landlord and to connect the same to the wiring provided by the Landlord leading to the television point in The Flat together with the right to place any additional wiring required for this purpose to the outside wall of the upper flat the Lessee making good at his own expense any damage caused by the exercise of these rights

8. The benefit of the covenants on the part of the lessees of the other flats in The Block corresponding to those contained in Clause 3(b) hereof without prejudice to the right of the Landlord to enforce the same to the intent that the same may be enforced as well by the Landlord as by the Lessee

PART II

RIGHTS EXCEPTED AND RESERVED to the Landlord

1. Rights over The Property equivalent to those set out in Clauses 1 - 7 inclusive of Part I of this Schedule and in the case of an upper flat in Clause 8 of Part I of this Schedule

2. The right to build over and against The Property or make any use of the party division walls or fences erected upon The Property

3. Any easement or right of light air or otherwise which would restrict or interfere with the free use of any other part of The Block or of The Estate for building or any other purpose whatsoever

4.(a) The right to enter The Property to construct inspect cleanse repair and renew all such sewers drains pipes flues wires or cables aerals and ancillary equipment as may be required to

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serve any part of The Estate or any property adjoining The Estate and if necessary to connect such services to corresponding services then existing in The Property and the right to the free passage and running of water soil gas electricity fumes and telephone and television signals through such conducting media and any like media existing at the date hereof

- (b) The right to authorise any public utility undertaking or authority by grant or licence upon terms and in the form then currently used by such undertakers or authority to exercise and enjoy the rights mentioned in sub-clause (a) hereof PROVIDED THAT the rights in these sub-clauses shall be exercised within the perpetuity period of eighty years from the date hereof and the person exercising the same shall cause no unnecessary damage and shall make good any damage thereby caused

THE SECOND SCHEDULE

MATTERS TO WHICH THE DEMISE IS SUBJECT SO FAR AS THE SAME AFFECT THE PROPERTY

1. The rights exceptions reservations easements covenants stipulations matters and things mentioned contained or referred to in the register of the above mentioned title
2. All such rights over The Property equivalent to those set out in Clauses 1 - 8 inclusive of Part I of the First Schedule as by virtue of any lease or conveyance already executed by the Landlord are appurtenant to any other part of The Block or part of The Estate
3. All such rights over The Property equivalent to those set out in Clause 4 of Part II of the First Schedule as by virtue of any deed already executed by the Landlord have already been granted to any public utility undertaking or authority

THE THIRD SCHEDULE

PART I

COVENANT BY THE LESSEE WITH THE LANDLORD

1. To pay The Rent on the days and in the manner aforesaid
2. 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
3. To maintain uphold and keep in good and tenantable repair and condition all parts of The Property including all windows doors stairs gas ducts and flues sewers pipes gutters cables and wires and from time to time when necessary to rebuild reconstruct or replace the same to the satisfaction of the Landlord
4. To allow the Landlord 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 the Lessee shall supply 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 Landlord to enter upon The Property and to remedy and make good such defect and the cost thereof shall be a debt due from the Lessee to the Landlord and shall be forthwith recoverable by action
5. To insure and keep insured during the residue of The Term against loss or damage by fire aircraft or things falling therefrom all buildings for the time being on The Property to the full value thereof in the joint names of the Landlord and the Lessee with or without any other name through the Landlords Agency with the Commercial Union Assurance Company Limited or with some other Fire Insurance Office to be approved from time to time by the Landlord and on demand to produce to the Landlord the Policy of such Insurance and the

receipts for the premium and other sums payable in respect thereof and to cause all money received by virtue of such Insurance to be paid out forthwith in or towards re-instating the said buildings and to make up any deficiency out of his own money PROVIDED ALWAYS that if the Lessee shall at any time fail to effect or maintain such Insurance as aforesaid the Landlord may (without prejudice to the power of re-entry contained in this Lease) effect or maintain such insurance and any monies expended by the Landlord for that purpose shall be repayable by the Lessee on demand and recoverable by action in the same manner as rent in arrear AND PROVIDED FURTHER that if the Lessee should execute a legal mortgage or Legal Charge of The Property in favour of a Building Society incorporated under the Building Societies Acts and such Society shall require the insurance to be effected through some Insurance Office other than the Commercial Union Assurance Company Limited (or such other insurance office as the Landlord may at that time have selected) the Lessee may to such value and in such joint names as aforesaid effect the insurance with such Insurance Office and through such agency as such Society shall require and any insurance so effected shall throughout the duration of such Mortgage or Charge be deemed to be a sufficient compliance with the terms of this covenant so long as the Lessee shall keep the same in force pursuant to the terms hereof and shall in all other respects comply with the provisions of this covenant

6. Within one calendar month after any transfer assignment (whether absolute or not) assent sub-demise or 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 or Charge whether by re-assignment or receipt) to give notice in writing to the Landlord'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 Landlord'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 their reasonable fee for the registration of such notice together with Value Added Tax thereon

7. Not without the previous written consent of the Landlord (such consent not be unreasonably withheld in any case where (a) the Landlord is able to obtain any consents required to be obtained by it (the Lessee paying to the Landlord any expense incurred by it in or about the obtaining or granting of such consent) and (b) the Lessee has obtained any consent or approval required by statute) to make any addition or structural alteration to The Flat or any other building erected on the property or to erect any other building or structure upon the same

8. To pay all costs charges and expenses (including Solicitors costs and Surveyors fees) incurred by the Landlord 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 Landlord a reasonable fee in respect of any application by the Lessee for waiver of any covenant or for approval of drawings or 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 Landlord before the application shall be considered

9. To perform and observe all the obligations which the Landlord as the owner of the freehold reversion to The Property may be liable to perform or observe during the residue of The Term by virtue of

any Act of Parliament or of any direction or requirement by a competent authority and to deliver to the Landlord a copy of any Notice Order Requisition Direction or other thing served by any competent authority in respect of The Property

10. To perform and observe in respect of The Property during the Term such of the covenants on the part of the Landlord contained in the register of the above mentioned title as relate to or affect The Property and to indemnify the Landlord against all actions proceedings costs claims or demands in respect of any future breach or non-observance thereof

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

PART II

COVENANTS BY THE LESSEE WITH THE LANDLORD AND WITH AND FOR THE BENEFIT OF THE OWNERS AND LESSEES OF OTHER PARTS OF THE BLOCK.

1.(a) Not to erect any fence wall or other structure on the boundaries of The Garden except such as may be erected at the date hereof

(b) Not to alter or heighten any of the walls or fences without the Landlords written consent nor to paint the same or any part thereof

2. Not to use The Property or any part thereof or suffer the same to be used for any trade business or manufacture and in particular not to use or suffer to be used :-

(a) The Flat otherwise than as a residential flat for the use of one family at a time

(b) The Garden otherwise than as a garden

(c) The Parking Space otherwise than for a site for a private motor car

(d) The Drying Area otherwise than as an area for drying washing

3. Not to obstruct any forecourt of or private access drive to The Parking Space so as to prevent others using the same and not to use the area otherwise than for that purpose

4. Not to sell or dispose of any earth clay gravel or sand from The Property or permit the same to be moved or make any excavation other than in normal course of such building operations as may have been permitted by the Landlord

5. Not to use or suffer The Property or any part thereof to be used for the breeding of any poultry birds or animals and not to keep on The Property any poultry birds or animals other than domestic pets

6. Not to exhibit or suffer to be exhibited on or from The Property or any part thereof or any buildings thereon any advertisement poster or signboard (except sale or to let notices) and not to hang display or leave out washing in a front garden



7. Not to permit the Property and any unbuilt on part including forecourts drives and pathways to be otherwise than in a clean and tidy condition free from noxious weeds deposits or rubbish and not to bring or keep or suffer to be brought or kept upon The Property or any part thereof anything which is or may become in the opinion of the Landlord untidy unclean unsightly or in any way detrimental to the amenity of The Block or The Estate or adjoining property and in particular to maintain The Garden in a neat and tidy condition and to keep the lawns neatly cut

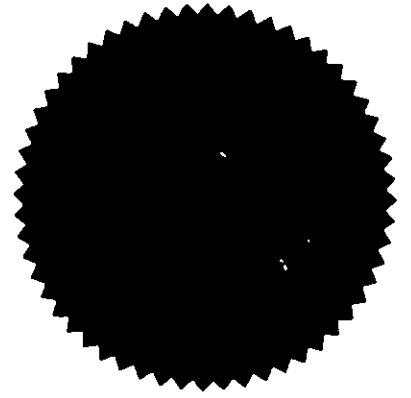
8. Not to do or suffer to be done upon The Property or any part thereof anything which may be or become an annoyance nuisance damage or disturbance to the Landlord or its Lessees or the neighbourhood or which may give rise to a public or private nuisance or whereby any insurance for the time being effective on The Property or The

Block may be rendered void or voidable or in anywise affected

9. Not to erect any hut or shed or to allow any caravan or boat to stand upon The Property or any part thereof

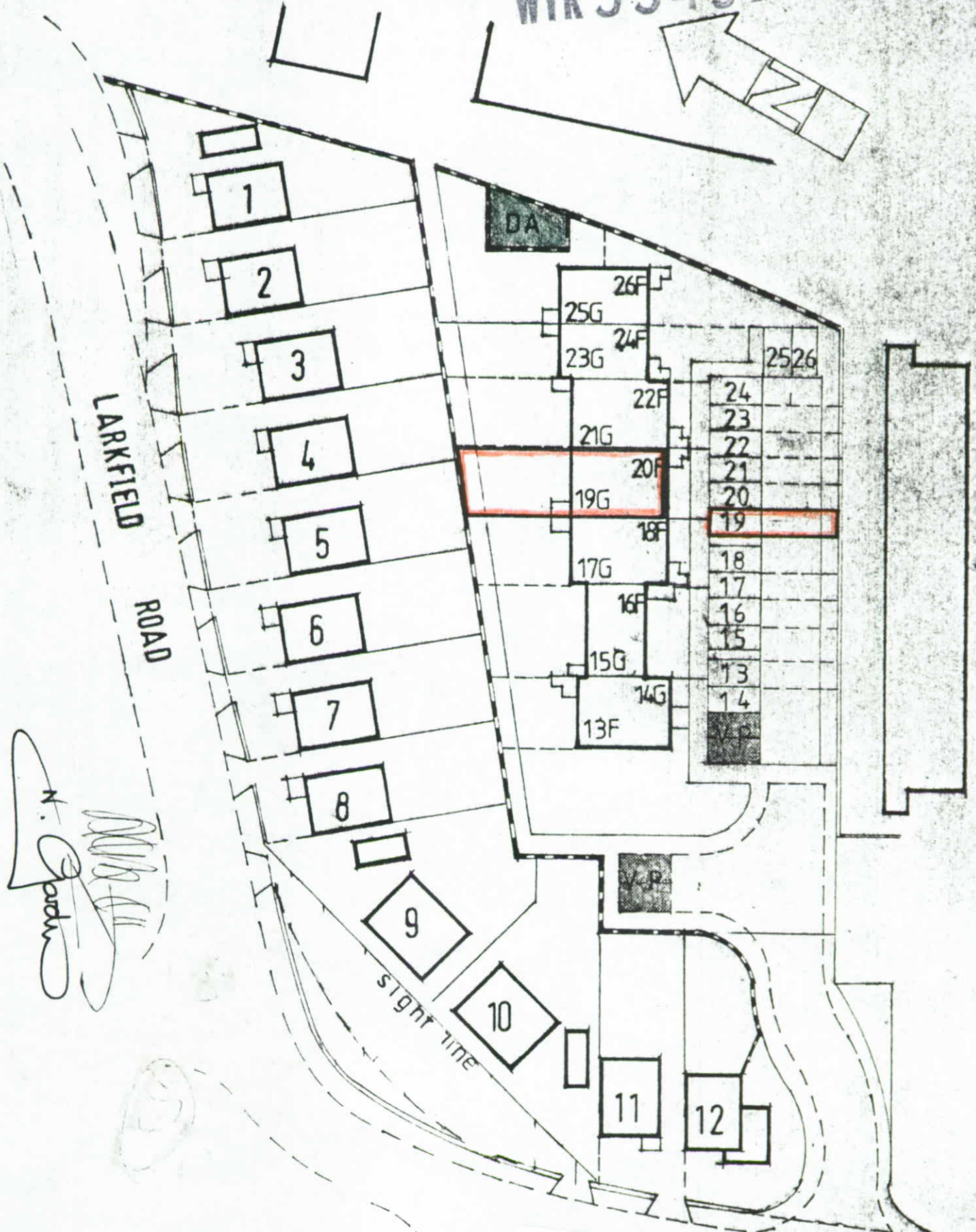
THE COMMON SEAL of THE LANDLORD)
was hereunto affixed in the)
presence of :-)

 Director
 Secretary



PLAN REFERRED TO

WYK 334394



N. Jordan
[Signature]

SCALE 1/500



PLAN