

BD 72

DATED 15th February 1962.

MR. J. EATON

- to -

THE TRUSTEES OF THE CITY OF BRADFORD  
LOCAL ASSOCIATION OF THE BOY SCOUTS  
ASSOCIATION

Counterpart/

L E A S E

of property at Bingley in the County  
of York.

Sampson, Horner & Co.,  
Solicitors,  
BRADFORD 1.



THIS LEASE made the *fifteenth* day of *February* One thousand nine hundred and sixty two BETWEEN JOSEPH EATON of 48 Market Street in the City of Bradford Solicitor (hereinafter called "the Lessor" which expression shall where the context so admits include the estate owner or estate owners for the time being of the reversion of the premises hereby demised expectant on the term hereby granted) of the one part and HENRY SAMUEL BASTON of 24 Masham Place Heaton Bradford aforesaid and DENIS BREARCLIFFE of 13 Horton Green Bradford aforesaid the Trustees of the City of Bradford Local Association of the Boy Scouts Association (hereinafter called "the Lessees" which expression shall where the context so admits include their successors in title and assigns) of the other part

WITNESSETH as follows:-

1. This Lease is made in consideration of the rent hereinafter reserved and of the covenants on the part of the Lessees and conditions hereinafter contained.
2. The Lessor hereby demises Unto the Lessees ALL THAT piece of land situate in the Parish of Bingley in the County of York (hereinafter called "the demised premises") part of property known as Cottingley Park in the said Parish and by way of identification only more particularly shown on the plan hereto annexed and thereon surrounded by a yellow boundary line Together with the right to erect such buildings in such positions as shall previously have been approved by the Lessor and to connected the same with the public supplies of gas water and electricity and to remove such buildings on making good all damage and re-instating the surface to the reasonable satisfaction of the Lessor EXCEPT AND RESERVING out of these presents the properties and rights specified in the First Schedule hereto TO HOLD the same Unto the Lessees (but as to such parts of the demised premises as are thereby affected subject to the rights of the Highway Authority in respect of an arterial road made or to be made crossing the demised premises) for the term of thirty five years from the First day of July One thousand nine hundred and fifty nine (determinable nevertheless as hereinafter mentioned) YIELDING AND PAYING therefor during the term hereby granted the yearly rent of One pound to be paid on the Thirty first day of December in each year the first payment having become due on the Thirty first day of December One thousand nine hundred and fifty nine.
3. In consideration of the premises the Lessees (the owners in fee simple of (inter alia) Ordnance Survey Fields Numbers 105 and 106 adjoining the South Westerly boundary of the close of land known as Black Hills) hereby grant unto the Lessor throughout the period of this demise a right of way for the purpose of hauling timber and also a right of footway through the said fields Ordnance Numbers 105 and 106 by a route to be mutually agreed between the Lessor and the Lessees Subject to the Lessor making good any damage caused in the exercise of such rights.
4. The Lessees hereby covenant with the Lessor in the manner specified in the Second Schedule hereto.
5. The Lessor hereby covenants with the Lessees in the manner specified in the Third Schedule hereto.
6. Provided always and it is hereby declared and agreed in the manner specified in the Fourth Schedule hereto.

IN WITNESS whereof the Lessor and the Lessees have hereunto set their hands and seals the day and year first hereinbefore written.

THE FIRST SCHEDULE above referred to.

EXCEPTIONS AND RESERVATIONS

- (1) All timber-like trees tellars saplings underwood shrubs and bushes with power for the Lessor his agents workmen and others to mark fell cut and remove the same or to plant any such trees shrubs or bushes SUBJECT NEVERTHELESS to the right of the Lessees their servants and licensees on obtaining any necessary licences to fell cut trim and otherwise remove all such timber-like trees tellars etc. as may be necessary to clear the sites of the buildings hereinbefore mentioned or for the purpose of camping in accordance with the standards laid down by the Boy Scouts Association the Lessees having first obtained the approval of the Lessor or his duly authorised agent PROVIDED that the Lessor shall not exercise this right except for the purpose of re-planting and to this end not to fell cut and remove other than isolated trees from an area of more than five acres in any period of twelve months

- (2) All watercourses and the right to use (in common with the Lessees) any existing drains pipes and watercourses crossing the demised premises
- (3) All game and (subject to the provisions of the Ground Game Acts 1880 and 1906) all wildfowl snipe woodcock quails plover woodpigeons and landrail hares rabbits and foxes with the exclusive right (subject as aforesaid) for the Lessor and all persons authorised by him to rear and preserve the same and to hunt course shoot and sport on the demised premises
- (4) The right for the Lessor and all persons authorised by him to enter upon cross and re-cross all parts of the demised premises which for the time being are unbuilt on for all purposes with or without horses carriages motors or other vehicles or animals.

THE SECOND SCHEDULE above referred to.

LESSEES' COVENANTS

- (1) To pay during the term hereby granted the rent hereby reserved at the time and in manner aforesaid and also all rates taxes duties charges assessments and outgoings whatsoever of an annual or periodic nature now or at any time hereafter assessed charged or imposed upon or payable in respect of the demised premises or the owner or occupier in respect thereof (save only Landlords Property Tax) and rates and taxes in respect of sporting rights)
- (2) Not to erect any buildings on the demised premises without first submitting the plans thereof to the Lessor and obtaining his approval thereof and of the proposed position of the same
- (3) To keep in good repair order and condition the demised premises including in particular all buildings gates ditches watercourses and drains now or hereafter upon or belonging to the demised premises
- (4) Not to burn heather gorse or bracken without the previous consent in writing of the Lessor
- (5) Subject to the provisions of Clause (1) of the First Schedule hereto not without the consent of the Lessor to fell lop top or in any manner injure any of the timber timber-like trees or saplings likely to become timber now or hereafter growing upon the demised premises but to preserve the same from injury
- (6) Not to take away any stone gravel earth sand peat or turf from the demised premises without the previous consent in writing of the Lessor
- (7) Not to take kill or destroy any of the birds or animals specified in Clause (3) of the First Schedule hereto except as authorised by the Ground Game Acts 1880 and 1906 but to protect and preserve the same
- (8) Not to use the demised premises for any purposes other than as a camping site to be used in accordance with the principles of the Boy Scouts Association and to give to the Lessor such assistance as he shall reasonably require in maintaining the privacy of the Lessor's adjoining land
- (9) Not to assign underlet or part with the possession of the demised premises or any part thereof PROVIDED that any assignment or underletting to the Boy Scouts Association Trust Corporation shall not be deemed to be a breach of this covenant
- (10) Not (so far as they are reasonably able) to permit any trespass by members of the Association on the adjoining land of the Lessor and in particular to take all such steps as may be necessary for ensuring that all rights of access to and egress from the land hereby demised shall be from Lee Lane and the Public footpath from Beck Foot only or such other access as will not result in such access to or egress from the demised premises being gained over the adjoining land of the Lessor And further to use their best endeavours to prevent any articles or material being deposited by the Lessees or their guests or licensees on the adjoining land belonging to the Lessor And it is hereby agreed that for the purpose of the Fourth Schedule hereto this covenant shall be deemed to be of the essence of the contract and any breach of this covenant shall entitle the Lessor to forthwith determine this Lease in lieu of any alternative remedy available to the Lessor

(11) Upon the expiration or sooner determination of the said term peaceably and quietly to deliver up the demised premises and all additions thereto (except such buildings as the Lessees shall be required to remove or shall have removed hereunder) unto the Lessor or as he shall direct in such good order state and condition as the same ought to be in having regard to the provisions of this Lease.

THE THIRD SCHEDULE above referred to.

LESSOR'S COVENANTS

To permit the Lessees paying the yearly rent hereby reserved and observing and performing the covenants and conditions herein contained and on their part to be observed and performed quietly to hold and enjoy the demised premises (subject to the exceptions and reservations contained in the First Schedule hereto) during the said term without any lawful interruption by the Lessor or any person or persons claiming through under or in trust for him.

THE FOURTH SCHEDULE above referred to.

PROVISIONS AND DECLARATIONS.

1. If the rent hereby reserved shall be in arrear in whole or part for twenty one days after the same shall have become due (whether legally demanded or not) or if the Lessees shall break or infringe any of the covenants and agreements on their part herein contained then and in any of such cases it shall be lawful for the Lessor to re-enter upon the demised premises or any part thereof and thenceforth to hold and enjoy the demised premises as if this Lease had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessees hereinbefore contained.

2. In case the demised premises shall for a continuous period of two years (except in the case of National Emergency) cease to be used for the purposes specified in Clause (8) of the Second Schedule hereto then at the expiration of the said period of two years this demise shall cease and determine.

SIGNED SEALED AND DELIVERED by }  
the said Henry Samuel Bastow }  
in the presence of:-

*Henry Samuel Bastow* S. B.

*Richard Holland Arnott*  
*Journalist*  
*46 Grantham Road*  
*Bradford, 7.*

SIGNED SEALED AND DELIVERED by }  
the said Denis Brearcliffe in }  
the presence of:-

*D Brearcliffe* D. B.

*Richard Holland Arnott*  
*Journalist*  
*46, Grantham Road*  
*Bradford, 7.*

WEST RIDING OF YORKSHIRE  
REGISTRY OF DEEDS, WAKEFIELD  
Registered 22 FEBRUARY 1962  
at 9-15 a.m. Volume 40  
Page 380 No. 161  
*Richard Holland Arnott*

REFERRED TO:



