

PRIVATE & CONFIDENTIAL

lupton fawcett

the law of advantage

Dated

2013

(1) JOHN CHRISTOPHER JOSEPH EATON

and

(2) THE TRUSTEES OF BRADFORD NORTH AND BRADFORD SOUTH DISTRICT SCOUT
COUNCIL

COUNTERPART LEASE

**Relating to Black Hills Scout Camp
At Cottingley Wood Bingley West Yorkshire**

Lupton Fawcett Lee & Priestley
Yorkshire House
East Parade
Leeds
LS1 5BD
Tel: 0113 280 2000
www.lf-lp.com

PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

JOHN CHRISTOPHER JOSEPH EATON of Roundhill Cottingley Wood Bingley West
Yorkshire BD16 1NG

Tenant

STEWART JESSOP of []
and **SHARN RACE** of []
as Trustees of the City of Bradford Scout Council

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Demised Premises" in clause 2 of this lease and clause 2 of the Existing Lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 2

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

None

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

The Tenant is more than one person. They are to hold the Property on trust for Bradford North and Bradford South District Scout Council.

THIS LEASE is made on

2013

BETWEEN

- (1) JOHN CHRISTOPHER JOSEPH EATON of Roundhill Cottingley Wood Bindley West Yorkshire BD16 1NG (the "Landlord");
- (2) STEWART JESSOP of []
and SHARN RACE of []
as Trustees of Bradford North and Bradford South District Scout Council (the "Tenant")

WITNESSETH as follows:

1 FOR the purpose of this Deed "the Lease" shall mean a Lease dated 15th February 1962 annexed hereto made between Joseph Eaton (1) Henry Samuel Bastow (2) and Denis Brearcliffe (3) relating to the premises hereinafter described.

2 THE Landlord hereby demises unto the Tenants ALL THOSE premises (hereinafter called the "Demised Premises") at Blackhills Camp site and surrounding land at Cottingley Wood Bingley West Yorkshire (Comprising the majority of the premises demised by the Lease) shown for the purposes of identification only edged red on the plan annexed hereto EXCEPTING AND RESERVING those matters set out in the First Schedule of the Lease and SUBJECT TO those matters set out in the Second and Fourth Schedules of the Lease but TOGETHER WITH those matters set out in the Third Schedule of the Lease

To HOLD the Demise Premises UNTO the Tenants from and including the First day of July 2009 for the term of Ten years PAYING TOGETHER unto the Landlord the yearly rent of One Pound (£1)

3 EXCEPT as expressly provided herein and as to the premises demised the term of years granted and the rent reserved this demise is made upon the same terms and subject to the same reservations and to the same covenants on the parts of the Landlord and Tenant respectively and to the same stipulations and conditions as were expressed and contained in the Lease as if the same were set forth at length with such modifications only as are necessary to make the same applicable to the present demise

- 4 THE Tenants hereby jointly and severally covenant with the Landlord as follows:-
- 4.1 To pay the reserved rent at the times and manner aforesaid
- 4.2 To observe and perform such of the covenant in the Lease subject to which this demise is made as ought on their part to be observed and performed
- 4.3 To erect maintain and keep in good repair (fair wear and tear excepted) a fence (of a type and construction to be approved by the Landlord) along the Northern boundary of the Demised Premises.
- 5 THE Landlord hereby covenants with the Tenants to observe and perform such of the covenants in the Lease subject to which this demise is made as ought on his part to be observed and performed
- 6 It is certified that there is no agreement of Lease to which this Lease gives effect
- 7 This Lease is a new tenancy within the meaning contained in the Landlord and Tenant (Covenants) Act 1995

IN WITNESS where of this document has been duly executed by all the parties hereto

**EXECUTED as a DEED by JOHN CHRISTOPHER)
JOSEPH EATON**

in the presence of:

W Signature:
I Name:
T Address:
N
E
S
S Occupation:

**EXECUTED as a DEED by STEWART JESSOP)
)**

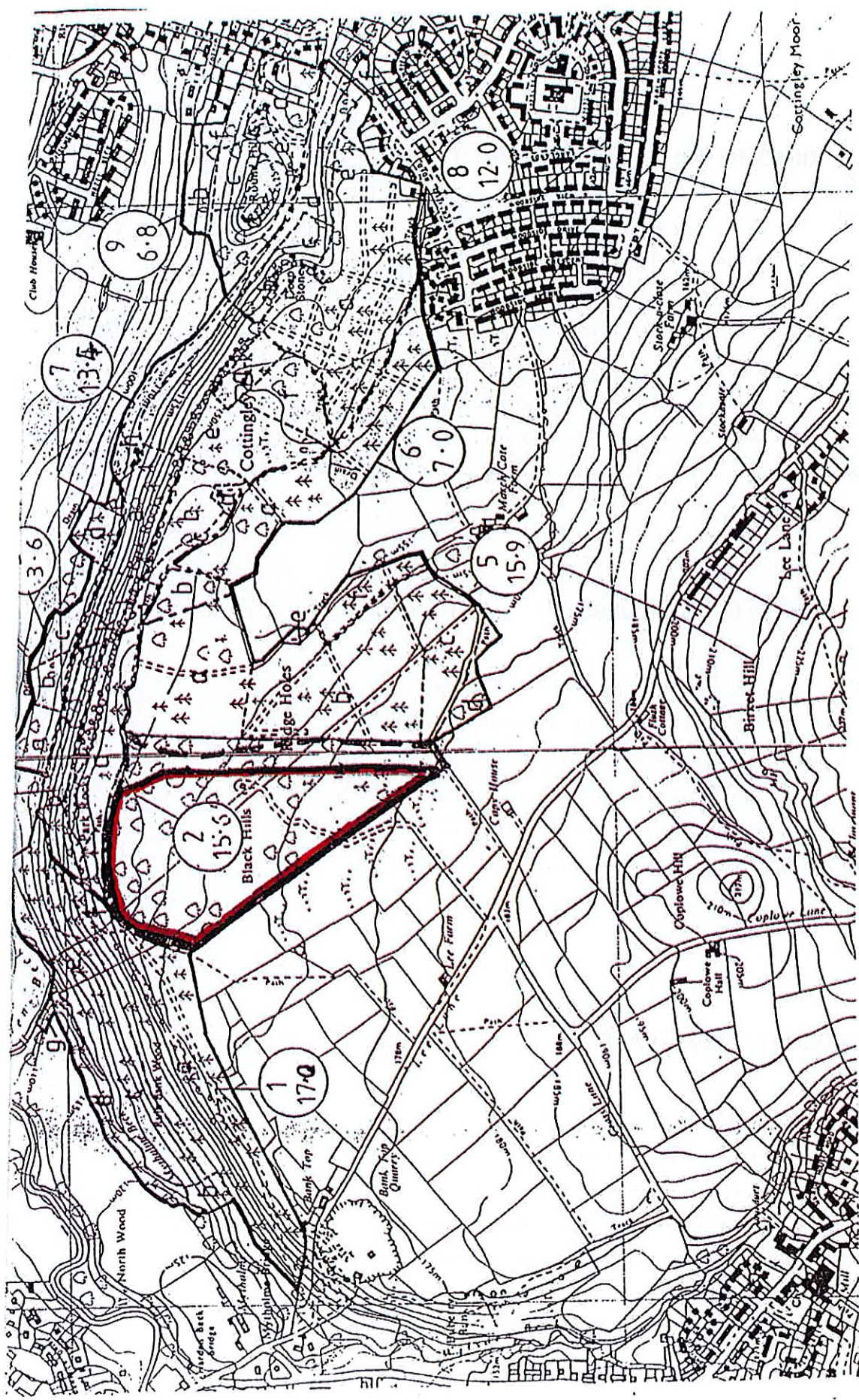
in the presence of:

W Signature:
I Name:
T Address:
N
E
S
S Occupation:

**EXECUTED as a DEED by SHARN RACE)
)**

in the presence of:

W Signature:
I Name:
T Address:
N
E
S
S Occupation:



COTTINGLEY WOODS



DRAWING No		
SCALE	1:10,000	
O S S R e l	03 NE 13 NW	DATE OCTOBER 1984