

THIS DEED is made the Tenth day of January One
thousand nine hundred and seventy nine.

JOHN PARKER, JOHN PARKIN and MICHAEL PARKIN
carry on in partnership the trade or business of Builders under the
style of Parkin Bros at Parkway House Wakefield Road Fluskydyke
Ossett in the County of West Yorkshire (hereinafter called 'the
Lessors') of the one part and STANLEY HATCHER of 38 Horbury
Road Wakefield (hereinafter called 'the Lessee') of the other part

have made the following DEED as follows:-

1. I consideration of the sum of Nine thousand pounds paid by the
Lessee to the Lessors (the receipt whereof the Lessors hereby
acknowledge) and of the rents and covenants hereinafter reserved and
contained and in the part of the Lessee to be paid observed and
performed the Lessors hereby demise unto the Lessee FIRST ALL THAT
the Flat (hereinafter called 'the Flat') numbered 2 and being the first
Floor Flat known or intended to be known as Number 17 Green Park
Avenue Ossett in the County of West Yorkshire and for the purpose
of identification only shown edged red and numbered 2 on the plan
annexed hereto and including one half part in depth of the structure
between the floors of the Flat and the ceilings of the Flat below it
and (subject to Clause 7 hereof) the whole of the internal and
external walls above such level and the roof of the building together
with the structures thereof so far as the same constitutes the roof
of the Flat AND SECONDLY ALL THAT plot of land coloured green on
the plan annexed hereto AND THIRDLY ALL THAT the plot of land
shown edged blue on the plan annexed hereto TOGETHER WITH the
(garage erected) thereon and numbered 2 SUBJECT TO the covenants
contained mentioned or referred to in a Conveyance dated the eighth
day of September One thousand nine hundred and seventy and made
between The Mayor Aldermen and Burgesses of the Borough of Ossett of
the one part and the Lessors of the other part so far as the same
are still subsisting and capable of taking effect and relate to or
affect the property hereby demise TO HAVE the said premises hereby
demised UNTO the Lessee from the First day of January
One thousand nine hundred and seventy nine for the term of eight
hundred years paying therefor yearly during the said term the rent
of Fifty two pounds annually in advance on the First day of January
in every year free of all deductions whatsoever the first payment
thereof to include in addition a proportionate part of the said
annual sum calculated from the date hereof to be made on the First
day of January next AND ALSO paying by way of further or additional
rent from time to time a sum or sums of money equal to one quarter
of the amount which the Lessors may expend in effecting or
maintaining the insurance of the whole of the building against loss
or damage by Fire and such other risks (if any) as the Lessors think
fit as hereinafter mentioned such last mentioned sum to be paid
without any deduction on the First day of January next after the
expenditure thereof

2. THE Lessee hereby covenants with the Lessors and with and for
the benefit of the owners and Lessees from time to time during the
currency of the term hereby granted of the other Flats comprised
in the building that the Lessee and the persons deriving title under
his will at all times hereafter observe the restrictions set forth
in the First Schedule hereto to the intent that such restrictions
shall take effect as a building scheme

3. (a) THE Lessee for himself and all persons deriving title under
his owners or occupiers for the time being of the demised premises
hereby covenants with the Lessors and all persons deriving title
under their owners and occupiers for the time being of the other Flats
in the building that he will pay one quarter of all costs actually
incurred in connection with the maintenance repair renewal and
replacement alteration cleansing painting or otherwise in the upkeep
of all or any of the following items:-

- (i) the roof of the building
- (ii) the external walls and foundations of the building
- (iii) the access area and footpaths shown coloured brown on the plan
annexed hereto
- (iv) three sewers drains water courses cables wires and other
utilities serving the building and each and every Flat up to the
consumers supply terminals in each Flat
- (v) the external roadwork and iron work of the building



Handwritten signature: John Parker
Handwritten signature: John Parkin
Handwritten signature: Michael Parkin

WTK 164837



(vi) the drying area shown coloured yellow on the plan annexed hereto

(b) The Lessee or any successors in title who have executed a similar covenant under this Clause shall continue to be fully liable under this covenant unless and until they procure the due execution of a covenant in identical terms to this Clause by the person or persons deriving title under them

(c) The enjoyment of the rights set out in the Second Schedule hereto is conditional on due performance of this covenant

(d) Upon the rendering of a certificate by the Lessors of any amount under this Clause the amount certified shall be a debt immediately due to the Lessors and the certificate shall be conclusive evidence thereof without prejudice to recovery of any sum found to be excessive on arbitration as hereinafter stated

(e) Within Twenty eight days after payment to the Lessors of any sum certified as aforesaid the Lessee may require the dispute to be referred to a single arbitrator being a Chartered Surveyor agreed by the parties or in default of agreement to an arbitrator appointed by the President for the time being of the Wakefield Incorporated Law Society whose decision as to the amount properly payable shall be conclusive

4. THE Lessee hereby covenants with the Lessors that he the Lessee and all persons deriving title under him will throughout the said term hereby granted:-

(i) pay the said rents at the times and in manner aforesaid without any deduction except as aforesaid

(ii) pay all rates taxes assessments charges impositions and outgoings which may at any time be assessed charged or imposed upon the demised premises or any part thereof or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the premises of which the demised premises form part to pay the proper proportion of such rates taxes charges impositions and outgoings attributable to the demised premises

(iii) to maintain uphold and keep the demised premises and all walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenable repair and condition

(iv) not to make any structural alterations or structural additions to the demised premises or any part thereof without the previous consent in writing of the Lessors

(v) produce for the purpose of registration to the Lessors' Solicitors (within one calendar month after the instrument in question has been executed or otherwise taken effect) a certified copy of every Transfer Conveyance Charge or other disposition of this Lease or the demised premises or any part thereof and also every Underlease of the demised premises or any part thereof the term whereof may extend to the last seven years of the term hereby granted and a certified copy of every Transfer Conveyance Charge or other disposition of such Underlease and also every Probate Letters of Administration Order of Court or other instrument effecting or evidencing a revocation of the title to the term hereby granted or any such Underlease as aforesaid and for such registration pay to such Solicitors a fee of Five pounds plus V.A.T. in respect of each instrument produced

(vi) not at any time to divide the possession of the Flat by an Assignment or Underletting or parting with possession of part only nor assign underlet or part with the possession of the garage save in conjunction with a like disposition of the Flat

(vii) keep the area coloured green on the plan attached in a clean and tidy condition

5. THE Lessee hereby covenants with the Lessors and with and for the benefit of the owners and Lessees from time to time during the currency of the term hereby granted of the other flats comprised in the building that the Lessee will at all times during the said term:-

(a) repair and maintain the demised premises so as to afford all necessary support shelter and protection to the other parts of the building

(b) pay so long as either the Flat or the Garage is not separately assessed for water rate a due proportion of the water rate assessed on the building (excluding any Flat or garage for the time being separately assessed) such proportion to be determined on the basis that every Flat is of the same value as every other Flat and every garage as every other garage

COLOUR

6. THE Lessors hereby jointly and severally covenant with the Lessee that the Lessee will at all times hereafter during the said term (unless such insurance is vitiated by any act or default of the Lessee or the owner lessee or occupier of any other flat comprised in the building) insure and keep insured the building against loss or damage by fire and such other risks (if any) as the Lessors think fit in some insurance office of repute in the full value thereof and whenever required produce to the Lessee the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the said building being destroyed or damaged by fire as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or re-instatement of the said building.

7. THE Lessors hereby jointly and severally covenant with the Lessee that the Lessee paying the said rent and performing the covenants hereinbefore contained shall peaceably hold and enjoy the demised premises during the said term without interruption by the Lessors or any person claiming under or in trust for them.

8. IT is hereby agreed and declared that every wall separating the Flat from any adjoining flat shall be a party wall covered radially and shall be included in the premises hereby demised so far only as the radial plane thereof.

9. 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 Fifteen thousand pounds.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

THE FIRST SCHEDULE

1. Not to use the Flat or permit the same to be used for any purpose whatsoever then as a private dwellinghouse in the occupation of one family only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other flats in the building or in the neighbourhood nor for any illegal or immoral purpose and not to use the garage or permit the same to be used for any purpose whatsoever save as a private garage in connection with the Flat.

2. Not to do or permit to be done any action or thing which may render void or voidable any policy of insurance of any flat or garage or cause an increased premium to be payable in respect thereof.

3. No musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind shall be played or used nor shall anything be done in the Flat so as to cause annoyance by noise to the owners and occupiers of any of the other flats comprised in the building or (whether causing annoyance or not) so as to be audible outside the Flat between the hours of Eleven past meridiem and Seven ante meridiem.

4. No name writing drawing signboard plate placard or symbol of any kind shall be put on or in any window on the exterior of the Flat or on the garage so as to be visible from outside except to say that the property is for sale or to let as the case may be.

5. No bird cat dog or other animal shall be kept in the Flat.

6. Not to park any motor vehicles on the access area shown coloured brown on the plan attached hereto or otherwise obstruct the free passage of the permitted users of the lease.

7. Not to park any caravan boat or trailer on the demised premises or access area.

THE SECOND SCHEDULE

1. Full right and liberty for the Lessee and all other persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the premises to pass and repass on foot only over and along the footpaths shown coloured brown on the plan annexed hereto.

2. Full right and liberty for the Lessee and all other persons authorised by him (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times and for all purposes in connection with the permitted user of the premises.

to go pass and recess over and along the access area leading to garages shown coloured brown on the plan annexed hereto.

3. The right to subjacent and lateral support and to shelter or protection from the other parts of the building and from the sky roof thereof.

4. The free and uninterrupted passage and running of water sewer gas electricity and other utilities from any to the Flat through pipes sewers water courses cables wires and other means of access are now or may from time to time be required in and adjacent to building.

5. The right to use (in common as aforesaid) the area coloured yellow on the plan annexed hereto as a garden area only.

6. The right of the Lessee with servants workmen and others at all reasonable times upon giving previous notice in writing (or in the case of emergency without notice) to enter into and upon parts of building for the purpose of:

(a) repairing cleaning maintaining or renewing any such pipes sewers drains water courses cables wires and other access for utilities.

(b) repairing and maintaining and carrying out permitted alterations or other building works to the Flat or any part of the building giving subjacent or lateral support shelter or protection to the Flat in either case causing as little disturbance as possible and making good any damage caused thereby.

7. The benefit of the restrictions contained in the Leases of the other flats comprised in the building, whether or not to be granted.

THE THIRD SCHEDULE

There are excepted and reserved out of this Lease to the Lessors and the owners and Lessees of the other Flats in the building easements rights and privileges over and through and in respect of the Flat equivalent to those set out in paragraphs 2, 4 and 5 of the Second Schedule to the Lease.

SIGNED SEALED AND DELIVERED by the said
JAMES PARKIN in the presence of:-

W. Spence (Secretary)
17, Wyndham St.
Court

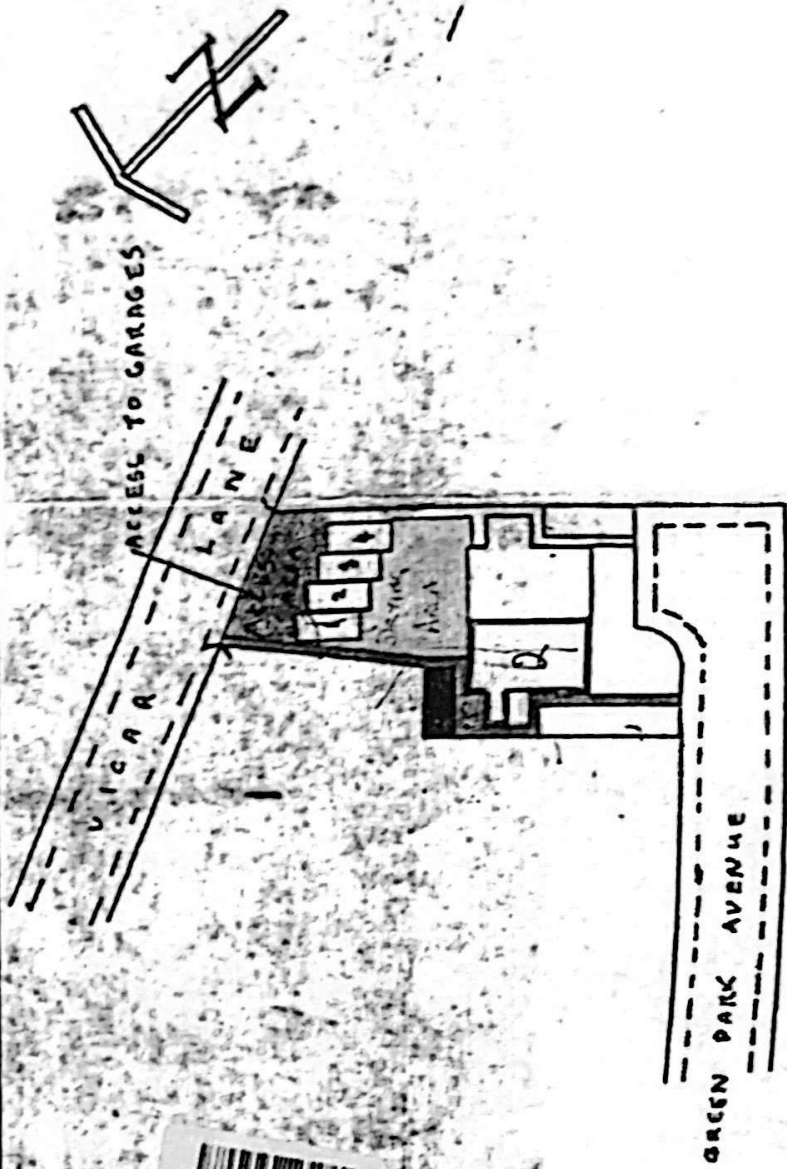
SIGNED SEALED AND DELIVERED by the said
JOHN PARKIN in the presence of:-

W. Spence (Secretary)
17, Wyndham St.
Court

SIGNED SEALED AND DELIVERED by the said
MICHAEL PARKIN in the presence of:-

W. Spence (Secretary)
17, Wyndham St.
Court





D. Park
M. J. Park
J. J. Park

PARKIN BROS LTD

BLOCK OF FOUR FLATS GREEN PARK AVENUE OSSETT

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