

DATED

First day of April

1985

HAMBLETON DISTRICT COUNCIL

-and-

APPLETON WISKE PARISH COUNCIL

L E A S E

of land situate at Appleton Wiske in the County
of North Yorkshire

Colin Spencer
Chief Executive and Clerk
Hambleton District Council
The Old Vicarage
NORTHALLERTON
North Yorks.



INLAND REVENUE
PRODUCED
17. APR. 1985
FINANCE ACT 1931


4/8

£2
17/4

T H I S L E A S E is made the first day of April One thousand nine hundred and eighty-five BETWEEN HAMBLETON DISTRICT COUNCIL (hereinafter called "the Council") of the one part and APPLETON WISKE PARISH COUNCIL (hereinafter called "the Lessees" which expression shall include its successors in title and lessees) acting by MARGARET IRENE WALLS of Chipchase House Appleton Wiske in the County of North Yorkshire and HELEN M HARRIS of Staindale House, Appleton Wiske aforesaid two members of the Lessees of the other part

WITNESSETH as follows:-

1. IN consideration of the rents hereinafter reserved and of the covenants and provisions hereinafter contained and on the part of the Lessees to be paid observed and performed the Council HEREBY DEMISES unto the Lessees ALL THAT piece of land situate at Appleton Wiske in the County of North Yorkshire delineated on the plan attached hereto and thereon edged green (hereinafter called "the land") TOGETHER WITH full power to layout plant improve and maintain the land for the purpose of being used as a recreation ground according to the provisions of the Local Government Act 1972 TO HOLD the land UNTO THE Lessees from the date hereof for a term of ninety-nine years determinable nevertheless as hereinafter mentioned to the intent that the land may be held by the Lessees as and for recreation purposes for the use of the parish of Appleton Wiske and for no other purpose yielding and paying therefor yearly during the said term unto the Council the rent of one peppercorn
2. THE Lessees covenant with the Council that they and their successors in title -
 - (1) Will from time to time and at all times during the said term pay and discharge all rates taxes charges assessments and outgoings whatsoever whether parliamentary parochial or otherwise which now are or may at any time hereafter be assessed charged or imposed upon the land or the owners or occupiers in respect thereof
 - (2) Subject to any extensions of time granted by the Council will on or before the First day of April One thousand nine hundred and eighty-six lay out and develop the land as and for recreation purposes for the use and enjoyment of the Parish of Appleton Wiske and also will execute all such works as in the



opinion of the Lessees may be necessary or requisite for the purposes of maintaining the land as and for the purposes aforesaid

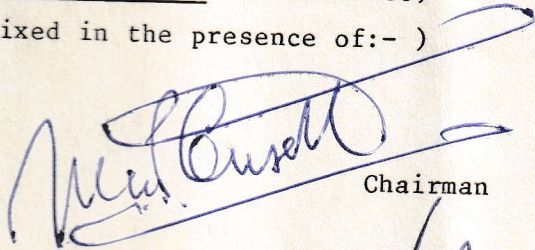
- (3) Will if required by the Council make and apply for the confirmation of Byelaws for the regulation of the said recreation ground as are firstly approved by the Council
 - (4) (A) Will not sell assign or sub-let to any person or persons whomsoever all or any part of the land without the licence or consent in writing of the Council first obtained
(B) Will sub-let the land to the Appleton Recreation Association subject to the terms of this Lease and by a Lease firstly approved by the Council from the date next succeeding the date hereof
 - (5) Will not cause or permit to be caused anything upon the land which may become a nuisance or annoyance to any adjoining owner or occupier
 - (6) Will erect within six months and forever thereafter maintain a five rail stockproof fence along the Northern boundary of the land between the points marked A - B on the plan attached hereto and to also maintain in stockproof manner all other boundary hedges and fences surrounding the land
 - (7) Will not use the land for any purpose other than as a playing field recreation ground or public open space PROVIDED ALWAYS that the erection on the land of a pavilion or other structure for use in connection with any sport or recreational activity shall not be deemed a contravention of this sub-clause
3. IT IS HEREBY AGREED between the parties hereto that if at any time during the currency of the term herein created the land edged green or any part thereof shall be required and taken by any person or corporation or company having the right to take land compulsorily the consideration money or compensation payable for or in respect of the land so taken shall be paid wholly to the Council
4. THIS Lease is upon the express condition that if the Lessees or their successors shall at any time fail or neglect to perform or observe any of the covenants or agreements herein contained the Council or any person duly authorised by it may re-enter upon any part of that part of the land edged green hereby demised in the name of the whole and then and from thenceforth this present Lease

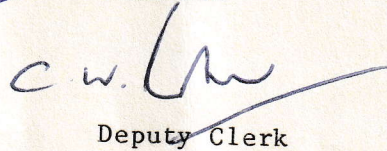
shall cease but without prejudice to any right of action against the Lessees by the Council for any antecedent breach of any of the covenants herein contained

5. THE Council hereby covenants with the Lessees that subject to Clauses 3 and 4 they the Lessees performing and observing the several covenants hereinbefore contained may peaceably hold and enjoy the land during the said term without any interruption by the Council or any person lawfully claiming through him

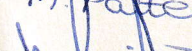
IN WITNESS whereof the Council has hereunto affixed its Common Seal and the said Margaret Irene Walls and Helen A. Harris have hereunto affixed their respective hands and seals the day and year first before written


THE COMMON SEAL of HAMBLETON)
DISTRICT COUNCIL was hereunto)
affixed in the presence of:-)

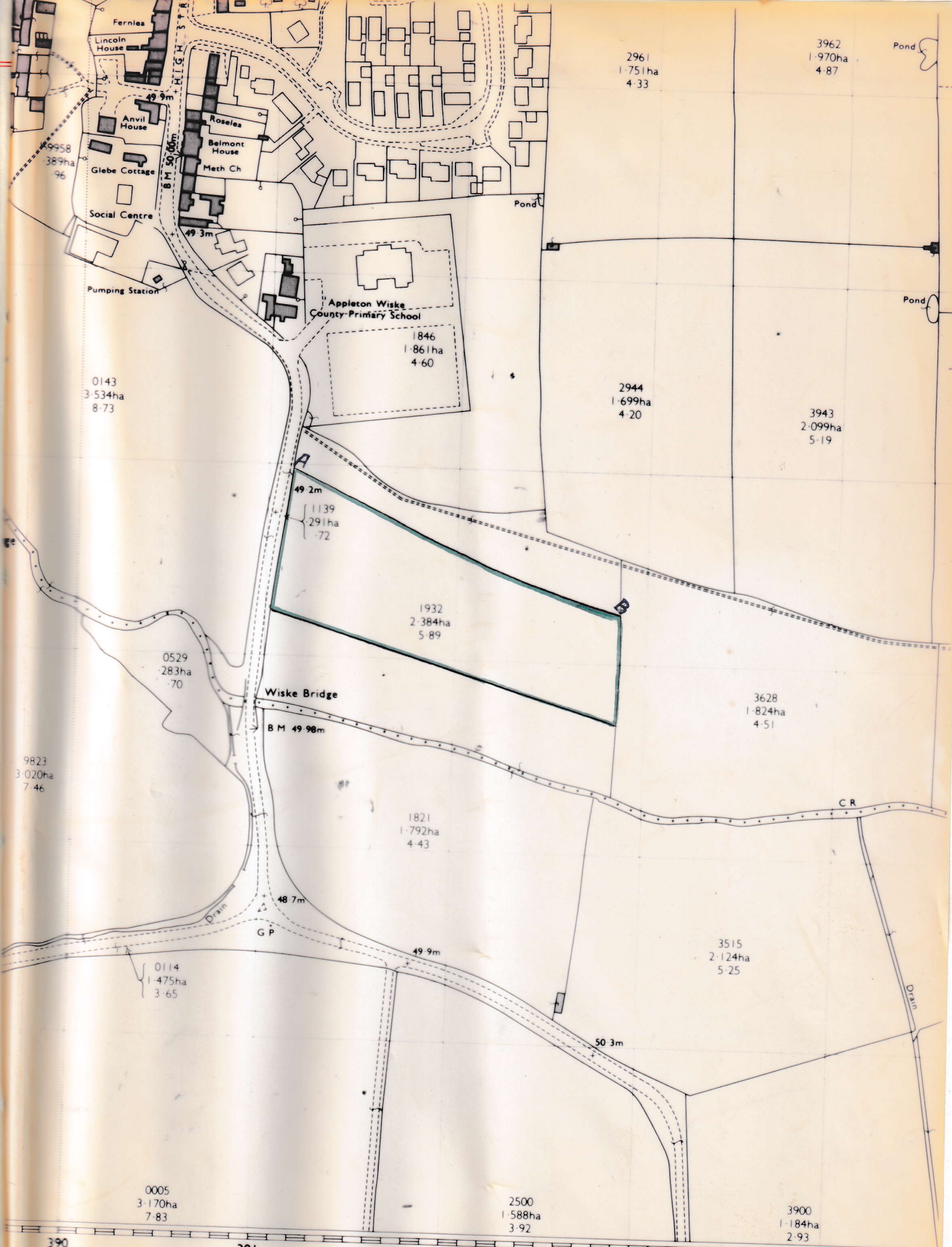

Chairman


Deputy Clerk



SIGNED SEALED AND DELIVERED by) Margaret I. Walls.
the said MARGARET IRENE WALLS) M. Patterson.
in the presence of:-) 

SIGNED SEALED AND DELIVERED by) H.M. Harris.
the said) M. Patterson.
in the presence of:-) 



NZ 3803-3903
 CONVERSION SCALES
 HECTARES-ACRES

RICHMOND (YORKS) CO CONST

