

DATED

6th July.

1988

GOVERNORS OF THE MAPLETOFT
SCHOLARSHIP FOUNDATION

- and -

NORTH THORESBY PARISH COUNCIL

C O U N T E R P A R T

LE A S E

- of -

Land in the Parish of North Thoresby
Lincolnshire.

Haddon Owen & Son,
Solicitors,
LOUTH AND MABLETHORPE.



C O U N T E R P A R T L E A S E is made
the Sixth day of July One
thousand nine hundred and eighty-eight B E T W E E N

all care of Number 1 Eastgate Louth in the County of
Lincoln the Governors for the time being of the
Mapletoft Scholarship Foundation North Thoresby
(hereinafter called "the Trustees") of the one part and
NORTH THORESBY PARISH COUNCIL (hereinafter called "the
Council") of the other part

WHEREBY :-

1. In consideration of the rents hereinafter
reserved and of the covenants and provisos hereinafter
contained and on the part of the Council to be observed
and performed the Trustees hereby demised unto the
Council ALL THAT piece or parcel of land situate in the
Parish of North Thoresby Lincolnshire formerly used as
a playing field for the North Thoresby Council School
which said piece or parcel of land is more particularly
shown on the plan attached hereto and thereon edged red
from the 1st day of April 1988 to the 31st day of March
2009 at a commencing yearly rent of £60 per annum payable

on the 1st day of April in each year the first of such payments to be made on the First day of April next

2. At the commencement of the 6th, 11th, 16th and every 5th year thereafter if the Lease has not then been terminated the rent payable hereunder shall be altered in proportion to the increase or decrease in the Retail Price Index between the date hereof and the date of such increase

3. The Council hereby agrees with the Trustees as follows:-

(a) That they will pay the said rent at the times and in manner aforesaid

(b) That they will pay all rates charges or assessments which during the tenancy shall be charged or imposed on the land or on the Landlord or tenant in respect thereof

(c) That they will keep the fences hedges and ditches surrounding the said land in good repair and condition and the land properly mown and cultivated

(d) That they will permit the Trustees their servants and agents with or without workmen and appliances at all reasonable times to enter into and upon the said land to view the state and condition thereof

(e) That they will permit the said land to be used by recognised organisations belonging to the Parish of North Thoresby

(f) That they will not assign underlet or part with possession of the said land or any part thereof

(g) That they will not do or cause to be done on the said land anything which may be or become a nuisance or annoyance to the owners or occupiers of neighbouring or adjoining property but will use the said land for the purpose of a playing field children's playground and recreation ground _____

4. The Trustees hereby jointly and severally agree with the Council that the Council paying the said rent and observing and performing the conditions and stipulations herein contained shall quietly hold and enjoy the said land without any lawful interruption by the Trustees or any person rightfully claiming under them _____

4. Provided always and it is hereby agreed as follows:- _____

(1) If the said rent or any part thereof shall be in arrear for at least 28 days next after any of the days whereon the same ought to be paid as aforesaid whether the same shall have been formally demanded or not if there shall be any breach or non-observance of any of the conditions and stipulations by the Council hereinbefore contained then and in any such case the Trustees may at any time thereafter enter into and upon the said land or any part thereof in the name of the whole re-enter and the same have again repossess and enjoy as in their former estate but without prejudice to any rights of the Trustees or the Council hereunder _____

(2) That the Council may terminate this Lease at _____

the end of the fifth year thereof or at the end of every fifth year thereafter by giving the Trustees six months' notice in writing. Such notice to be served upon the Clerk for the time being to the Trustees _____

AS WITNESS the hands of the parties hereto the day and year first before written _____

SIGNED on behalf of)
NORTH THORESBY PARISH COUNCIL)
in the presence of :-)



