



is made the Sixteenth  
day of June One thousand

nine hundred and seventy two BETWEEN CHARLES LEONARD FOWLER of "Rosemary Cottage" Wall Lane Brading in the Isle of Wight CYRIL JOHN REED of "At Last" Cross Street Brading aforesaid LESLIE JOHN BUCKETT of Number 4 Station Road Brading aforesaid ALBERT EDWARD ARNOLD of "Shirley" Bull Ring Brading aforesaid and THOMAS EDGAR REYNOLDS of Warbridge Farm Adgestone in the said Isle the present Trustees of the BRADING TOWN TRUST (hereinafter called "the Lessors" which expression where the context admits includes the persons from time to time entitled in reversion expectant on the term hereby granted) of the first part THE OFFICIAL TRUSTEE OF CHARITY LANDS (hereinafter called "the Official Trustees") of the second part and THE RURAL DISTRICT COUNCIL of the Isle of Wight whose office is at 30 Pyle Street Newport in the said Isle (hereinafter called "the Lessee") of the third part

WITNESSETH that in consideration of the rent hereinafter reserved and the covenants on the part of the Lessee hereinafter contained and in exercise of the powers for this purpose conferred by Section 29 of the Settled Land Act 1925 and of all other powers as follows :-

1. The Lessors hereby demise and the Official Trustees acting by the Lessors hereby demises and confirms unto the Lessees ALL THOSE pieces or parcels of land fronting onto High Street at Brading in the Isle of Wight and for the purpose of identification only delineated on the plan annexed hereto and thereon edged with the colour Pink TOGETHER with the right for the Lessee its agents and workmen to enter upon the adjoining land of the Lessors with or without such vehicles and equipment as may be necessary for the purpose of constructing and maintaining the buildings hereinafter referred to and to lay and maintain in on or under the adjoining land of the Lessors all necessary drains pipes and cables for the provision of services to those buildings TO HOLD unto the Lessee for the term of Twenty one years from the First day of July One thousand nine hundred and seventy two Yielding and Paying therefore during the said term the yearly rent of One pound on the First day of July in each year clear of all deductions (except Landlord's property tax and tithe redemption annuity if any)

2. The Lessee hereby covenants with the Lessors as follows :-

- (1) to pay the said rent hereby reserved at the time and in manner aforesaid
- (2) to pay and discharge all rates taxes duties and assessments (other than land tax and tithe redemption annuity) and all charges whatsoever whether parliamentary parochial or of any other description which now are or during the said term shall be imposed or charged on the said property
- (3) to insure and keep insured at all times during the said term all buildings



and works now or at any time hereafter built on the said property and the 'bus shelter and public conveniences hereinafter mentioned against loss or damage by fire on the full value thereof in the joint names of the Lessors and the Lessee with the Municipal Mutual Insurance Company Limited and to pay all premiums necessary for the purpose within seven days after the same shall become due and whenever required to produce to the Lessors the policy of such insurance and the receipt for the last premium for every such insurance and in case of damage or destruction by fire to forthwith lay out the insurance money in rebuilding or making good the damage.

PROVIDED as follows :-

(1) if the said money shall be insufficient to repair or make good the whole loss or damage the Lessee shall expend any further money required in rebuilding and reinstating the buildings or works so destroyed or damaged in accordance with the original plans and elevations thereof subject to such variations (if any) as may be agreed

(ii) if any of the buildings and works shall not be kept insured as aforesaid the Lessors may insure the same and pay the premiums and the amounts thereof shall be repaid by the Lessee and in the meantime shall be a charge on the premises and be recoverable by distress as for rent in arrear.

(4) not to assign charge underlet or part with the possession of the premises or any part thereof without the written consent of the Lessors (previously obtained) such consent shall not be unreasonably withheld

(5) at all times during the said term to keep the premises and the buildings hereinafter mentioned to be erected on the said pieces or parcels of land (including all fixtures and additions thereto) in good and substantial repair and condition and deliver up the same in such good and substantial repair and condition to the Lessors at the expiration or sooner determination of the said term

(6) Forthwith to proceed at the expense of the Lessee to erect on the pieces or parcels of land hereby demised a 'bus shelter and public conveniences in accordance with the situation plans and specifications thereof annexed hereto and signed by the Lessors and the Lessee

(7) at all times hereafter to keep the said 'bus shelter and public conveniences in a clean and tidy manner and free from rubbish and litter

(8) to make good all disturbance to the remaining lands of the Lessors caused by the carrying out of any works under the terms of this Lease

(9) at its own cost to execute all such sanitary and other works (if any) as may from time to time lawfully require to be executed whether by the owner or occupier upon or in respect of the premises in order to abate a nuisance or for any other purpose under any statutory provision in that behalf

(10) not at any time during the continuance of the term hereby granted to erect any additional buildings or erections or make any addition to or alteration in the structure of existing buildings on or make any material change in the user of the demised premises or any part thereof without the consent in writing of the Lessors



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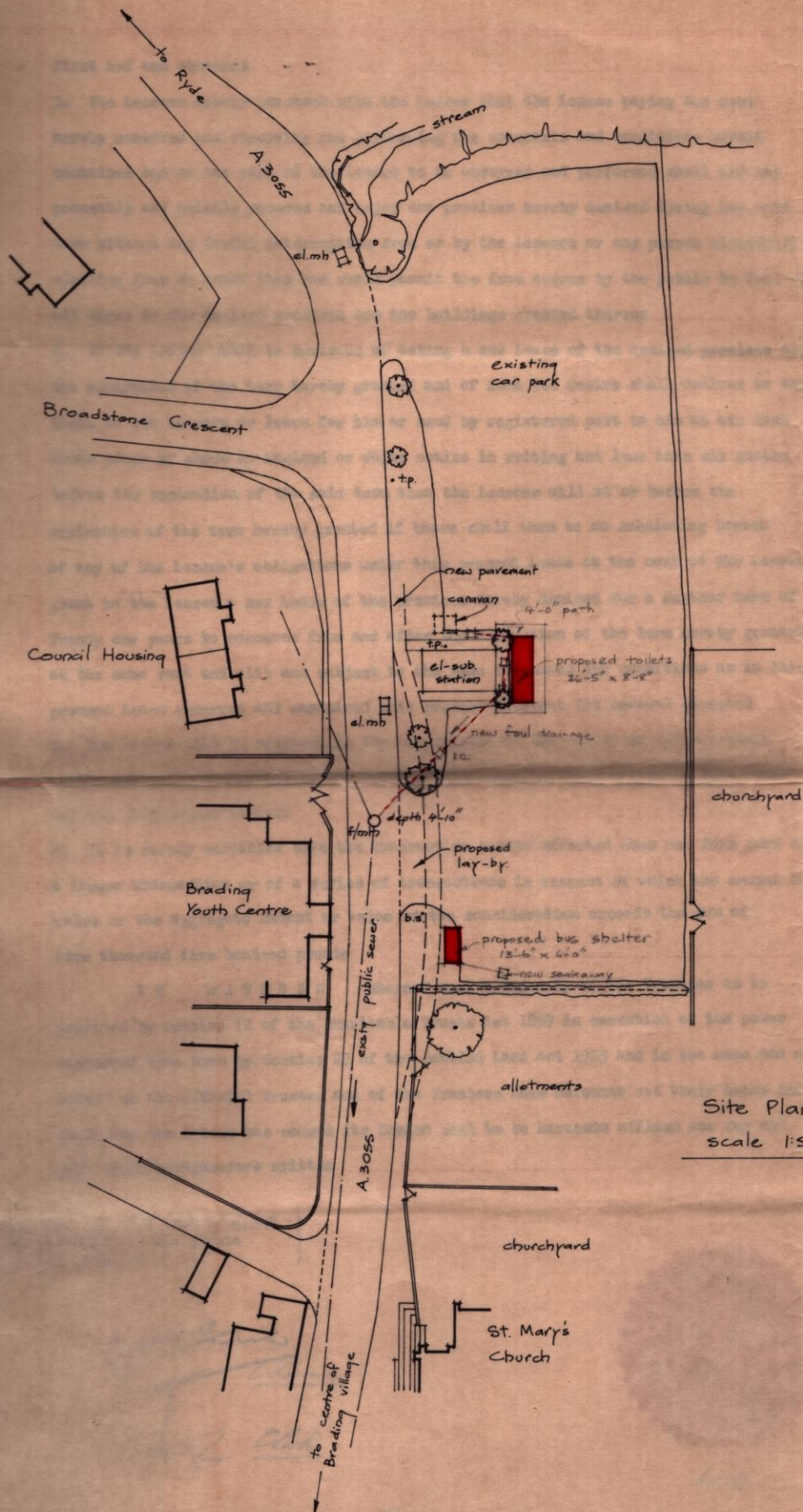
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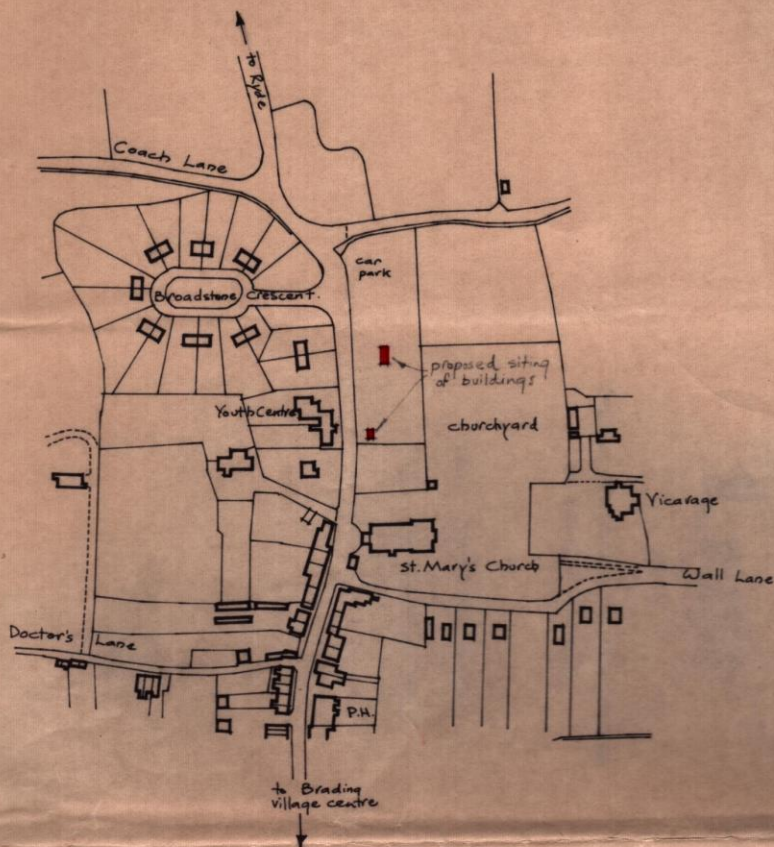
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Site Plan  
scale 1:500





Location Plan — scale 1:2500



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# PROPOSED TOILET BLOCK AND BUS SHELTER AT BROADSTONE CAR PARK, BRADING.

ISLE OF WIGHT  
RURAL DISTRICT COUNCIL.

## Scales:

Location Plan — 1:2500  
Site Plan — 1:500

date: 21.5.72

Dwg. No.

drawn: cjs

E.D.8B.

THE TRUSTEES OF THE BRADING TOWN TRUST

- to -



first had and obtained

3. The Lessors hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on the part of the Lessee to be observed and performed shall and may peaceably and quietly possess and enjoy the premises hereby demised during the said term without any lawful interruption from or by the Lessors or any person rightfully claiming from or under them and shall permit the free access by the public on foot at all times to the demised premises and the buildings erected thereon

4. If the Lessee shall be desirous of taking a new Lease of the demised premises after the expiration of the term hereby granted and of such its desire shall deliver to the Clerk to the Lessors or leave for him or send by registered post to him at his last known place of abode in England or Wales notice in writing not less than six months before the expiration of the said term then the Lessors will at or before the expiration of the term hereby granted if there shall then be no subsisting breach of any of the Lessee's obligations under this present Lease at the cost of the Lessee grant to the Lessee a new Lease of the premises hereby demised for a further term of Twenty one years to commence from and after the expiration of the term hereby granted at the same rent and with and subject to the same covenants and conditions as in this present Lease reserved and contained this present covenant for renewal excepted

5. The Lessee will be responsible for the payment of the costs and disbursements of the Lessors's solicitors of and in connection with the preparation of this Lease and the Counterpart thereof

6. 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 exceeds the sum of Five thousand five hundred pounds

IN WITNESS whereof such a majority of the Trustees as is provided by Section 12 of the Charitable Trusts Act 1869 in execution of the power conferred upon them by Section 29 of the Settled Land Act 1925 and in the name and on behalf of the Official Trustee and of the Trustees have hereunto set their hands and seals and the Lessee has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written

THE COMMON SEAL of THE ISLE OF WIGHT  
RURAL DISTRICT COUNCIL was hereto  
affixed in the presence of :-

*[Signature]* Chairman  
*[Signature]* Clerk



4276

Please also sign plan



THE TRUSTEES OF THE BRADING TOWN TRUST

- to -

THE ISLE OF WIGHT RURAL DISTRICT COUNCIL

C O U N T E R P A R T

# Lease

- of -

Land at Broadstone Car Park Brading  
in the Isle of Wight

TERM: Twenty-one years

RENT: One pound per annum

Walter Gray & Co.,  
Solicitors,  
Sandown,  
I.W.