

DATED

12th February

1980

THE PARISH COUNCIL OF THE
PARISH OF BRAISHFIELD

-and-

ROBERT CORRY ESQ. and MRS.
BARBARA MURIEL BELL

Counterpart

Lease

-of-


Right of access and right to
lay services over Braishfield
Recreation Ground.

10/11

EWING, HICKMAN & CLARK
SOUTHAMPTON.

12

30p
100

This Lease is made the Twelfth day of February 

One thousand nine hundred and eighty BETWEEN THE PARISH COUNCIL OF THE PARISH OF BRAISHFIELD in the County of Hampshire (hereinafter called "the Parish Council") acting as Trustees of the Braishfield Recreation Ground and ROBERT CORRY of Pucknall Farm Braishfield in the County of Hants and BARBARA MURIEL BELL of Potters Clay Braishfield aforesaid being the present Trustees of Braishfield Village Hall (hereinafter called "The Village Hall Trustees" which expression shall include their successors and trustees for the time being of the said Village Hall) of the other part .

W H E R E A S:-

(1) The Parish Council is seised for an estate in fee simple free from incumbrances of the Recreation Ground at Braishfield in Hampshire as the same is for the purpose of identification only delineated on the plan annexed hereto and thereon edged Red .

(2) The Village Hall Trustees are seised for an estate in fee simple in possession of the land adjoining the said Recreation Ground which land is for the purpose of identification only delineated and edged Blue on the said plan and The Village Hall Trustees intend to erect a Village Hall thereon .

(3) In consideration of the work hereinafter mentioned to be carried out by the Village Hall Trustees the Parish Council have agreed to grant to The Village Hall Trustees FIRST a right of access over the land edged Brown and the right to park private motor vehicles on the two pieces of land edged Yellow on the said plan AND SECONDLY a right to lay pipes sewers cables and wires under and along the said land coloured Brown on the plan TOGETHER WITH a right to use the same on the terms hereinafter contained .

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the covenants on the part of The Village Hall Trustees hereinafter contained the Parish Council hereby demises unto The Village Hall Trustees FULL RIGHT AND LIBERTY (in common with all persons authorised by The Parish Council to use the Recreation Ground) for them and their assigns their Agents servants or licensees and all persons authorised by them (a) At all times with or without vehicles to pass and repass over and along the land edged Brown on the plan annexed hereto and to park private motor vehicles on the two pieces of land edged Yellow on the said plan for all purposes in connection with the use of the said Village Hall but not for any other

purpose whatsoever (b) At all times to enter on the said land coloured Brown for the purpose of laying pipes sewers cables and wires under the said land and for the purpose of maintaining repairing and replacing the same TO HOLD the said rights unto The Village Hall Trustees for the term of ninety nine years from the first day of January One thousand nine hundred and eighty PAYING THEREFOR yearly the sum of One pound on the first day of January in every year if demanded

2. THE Village Hall Trustees hereby covenant with the Parish Council within six months of the date hereof to construct the said access road and the said car park spaces and to erect a fence and gate between the points marked "A" "B" and "C" on the said plan in accordance with drawings and a specification to be agreed between the parties hereto such work to be carried out to the satisfaction of The Parish Council and if such work shall not have been completed by The Village Hall Trustees within the period aforesaid then this demise shall determine at the expiration of such period

3. THE Village Hall Trustees hereby covenant with the Parish Council as follows:-

- (1) To pay the reserved rent on the days and in the manner aforesaid
- (2) To pay all existing and future rates taxes assessments and outgoings payable in respect of the said roadway and car parking spaces
- (3) To repair and keep the said roadway the said car parking spaces and the said fence and gate in a good state of repair through the term hereby granted and to indemnify the Parish Council from and against all liabilities to other persons corporations or associations for liability for bodily injury damage to property or other loss which might arise out of or in consequence of the failure to maintain such state of repair as aforesaid and against all cost charges and expenses that may be occasioned to the Parish Council by such claims
- (4) Not at any time during the said term to allow the said Village Hall to be used other than in accordance with the rules and regulations issued by The National Council of Social Services

4. THE Parish Council hereby covenants with The Village Hall Trustees that The Village Hall Trustees paying the said yearly rent and observing and performing the covenants and conditions on their part herein contained may peaceably enjoy the rights and liberties hereinbefore demised during the term hereby granted without any interruption from the Parish Council or any person lawfully claiming through under or in trust for it

5. IF the said rent shall be demanded and shall be in arrear for

twenty eight days after any of the days hereinbefore appointed for payment thereon or if there shall be a breach of the covenants on the part of The Village Hall Trustees or of the covenants herein contained the Parish Council may by one month's notice in writing to The Village Hall Trustees determine this Lease but without prejudice to the rights and remedies of The Parish Council in respect of anything previously done or suffered _____

6. THE Village Hall Trustees hereby covenant to pay the legal and other expenses and stamp duties in connection with the granting of this Lease _____

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

SIGNED SEALED AND DELIVERED by the said)
ROBERT CORRY in the presence of:)

[Signature]
KERRERI
BRANSHFIELD,
ROUSEY HANTS.

Insurance Broker.

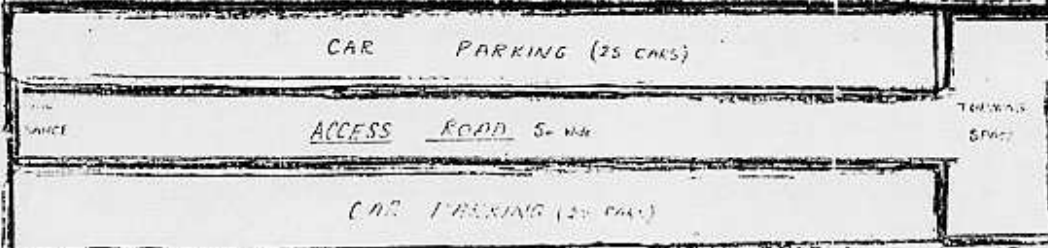
SIGNED SEALED AND DELIVERED by the said)
BARBARA MURIEL BELL in the presence of:)

[Signature]
KERRERI
BRANSHFIELD,
ROUSEY,
HANTS

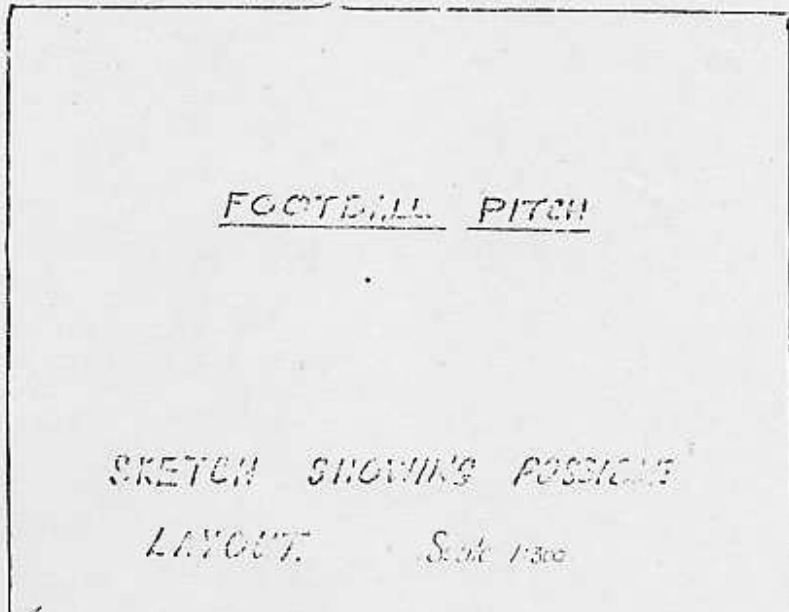
Insurance Broker.

BRAISHFIELD GARAGE.

PROPOSED VILLAGE
HALL
SEATING 150-200



RECREATION GROUND



SKETCH SHOWING POSSIBLE
LAYOUT. Scale 1/300

B.M. Bell
B.M. Bell