

DATED

17th February

1994

**THE COUNCIL OF THE TOWN  
AND CINQUE PORT OF HYTHE**

- and -

**THE TRUSTEES OF  
HYTHE BOWLING CLUB**

Counterpart/

**LE A S E**

- of -

Land adjoining  
The Bowling Green  
Ladies Walk Hythe Kent

**TERM:**

99 years

**COMMENCING:**

17th February 1994

**RENTAL:**

£1.00 per annum

**HALLETT & CO, SOLICITORS**  
11 BANK STREET  
ASHFORD  
KENT  
JH\LSE\F6980

T H I S L E A S E is made the <sup>17<sup>th</sup></sup> day of <sup>four</sup> ~~three~~ *February*  
One thousand nine hundred and ninety-~~three~~ <sup>four</sup> B E T W E E N (1)  
THE COUNCIL OF THE TOWN AND CINQUE PORT OF HYTHE of Council  
Offices Hythe Kent ("the Landlord") and (2) FREDERICK LEONARD  
GEORGE NEWLAND ANDREWS of 55 Harpswood Lane Hythe aforesaid  
FREDERICK CHARLES GARY WILLMOTT of 118 Seabrook Road Hythe  
aforesaid LEONARD THOMAS of "Lancastria" Twiss Grove Hythe  
aforesaid and TREVOR CLIFFORD LLEWELLYN of 50B Albert Road Hythe  
aforesaid ("the Tenants") as the duly appointed Trustees for  
Hythe Bowling Club ("the Club")

N O W THIS DEED WITNESSES as follows:-

1. Definitions

In this lease:

- 1.1 "the Landlord" includes the persons from time to time entitled to the reversion immediately expectant on the term created by this Lease
- 1.2 "the Tenants" includes the Tenants successors in title
- 1.3 "the Demised Land" means the land adjoining Hythe Bowls Club Ladies Walk Hythe aforesaid shown for the purposes of identification only coloured red on the attached plan
- 1.4 "the Term" means 99 years from the <sup>17<sup>th</sup></sup> day of <sup>four</sup> ~~three~~ *February*  
One thousand nine hundred and ninety-
- 1.5 "the Club" means the said Hythe Bowling Club notwithstanding any change of name and includes any successor to the assets of The Club by virtue of an amalgamation with another club or other body or a transfer of assets to another club or other body

2. Demise

In consideration of the sum of FOUR HUNDRED POUNDS (£400.00) paid by the Tenants to the Landlord (the receipt of which the Landlord hereby acknowledges) the rent reserved and of the covenants and conditions contained in this Lease and on the part of the Tenants to be paid observed and performed the Landlord demises to the Tenants the Demised Land TOGETHER with the right to construct

part of a new building on the Demised Land in accordance with the planning permission granted or to be granted by Shepway District Council for the purpose of being used as a Clubhouse TO HOLD the Demised Land SUBJECT to all rights of way and easements from the date hereof for a term of 99 years paying to the Landlord the clear yearly rent of ONE POUND (£1.00)

### 3. The Tenants' covenant

The Tenants for themselves and the survivor of them and their and his assigns but not so as to render themselves personally liable and only to render liable the funds for the time being of the Club as Trustees but not otherwise hereby jointly and severally covenant with the Landlord:-

#### 3.1 Rent

To pay the rent on the days and in the manner set out in this Lease

#### 3.2 Outgoings

To pay and discharge all rates taxes charges assessments and outgoings assessed charged or imposed upon the Demised Land or upon the owners or occupiers of it

#### 3.3 Realignment

As soon as reasonably possible after the date hereof to realign the present footpath coloured green in the Landlord's immediately adjoining recreation ground known as "Oaklands"

#### 3.4 Landscaping

As soon as reasonably possible after the date hereof to landscape the Demised Land to the reasonable satisfaction of the Landlord

#### 3.5 Alienation

Not to assign or sublet the whole or any part of the Demised Land Provided Always that the Tenants may assign the Demised Land for the purposes of vesting it in the duly appointed Trustees for the time being of the Club

### 3.6 User

That the Demised Land shall not be used for any purpose other than as a bowling green and purposes ancilliary thereto

### 3.7 Compulsory purchase

That if at any time during the currency of the Term the Demised Land or any part of it shall be required and taken by any person local authority statutory undertaker or company having the right to take land compulsorily the consideration money or compensation payable for or in respect of the land taken shall be paid to the Landlord

### 4. Landlord's covenant for quiet enjoyment

The Landlord covenants with the Tenants to permit the Tenants peaceably and quietly to hold and enjoy the Demised Land without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

### 5. Proviso for re-entry

If there shall be any breach of the Tenants covenants or conditions contained in this Lease the Landlord may re-enter and retain possession of the Demised Land as fully and effectually in all respect as if this Lease had not been granted but without prejudice to the rights and remedies of the Landlord for any arrears of rent or any breach of covenant

### 6. Proviso for termination

IT IS HEREBY AGREED AND DECLARED that for the benefit of the surrounding general recreation and amenity area of the Town of Hythe and in particular for the Landlords recreation ground known as Oaklands which immediately adjoins the land hereby demised and in the interest of the inhabitants of Hythe that if the Demised Land for any reason whatsoever ceases to be used as a Bowling Green or for some similar activity within eighty years of the date hereof (being the perpetuity period relevant hereto) then upon serving one month's notice in writing ("the Option Notice")

upon the Tenants the Landlord shall be entitled to purchase the Tenants interest in the land from the Tenants and the method of determining the price in such circumstances shall be that the Landlord and the Tenants shall attempt to reach agreement on the value of the said land in the open market (subject to this Lease and to the restrictions and covenants herein contained) at the time of serving of the Option Notice and if such agreement has not been reached within one month from the service of the Option Notice then an independent qualified Surveyor shall be appointed to make a valuation binding on both parties at their joint expense such appointment to be made by agreement between the parties or in default of agreement by the President for the time being of the Royal Institute of Chartered Surveyors at the request of the first of them to apply

7. THE Tenants shall hold the Demised Land upon trust for the Club and accordingly to the rules thereof to deal therewith as the committee of the Club shall from time to time direct

8. IT IS HEREBY CERTIFIED AND DECLARED 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 Sixty thousand pounds (£60,000.00)

IN WITNESS whereof the Landlord has caused its Common Seal to be hereunto affixed and the Tenants have set their hands the day and year first above written

Counterpart:-

SIGNED as a Deed by the said )  
FREDERICK LEONARD GEORGE NEWLAND )  
ANDREWS in the presence of:- )

*F. L. G. Newland* )  
*Andrews* )

W Name x

*J. J. Ferguson*

T address x

107 DYMCHURCH ROAD, H. H. H.

E occupation x

Retired.

3  
3

SIGNED as a Deed by the said )  
FREDERICK CHARLES GARY WILLMOTT ) X  
in the presence of :- )

F C G W X  
Fre. Willmott

W Name X M. Boules  
I  
T address X 64, HARPSWOOD LANE  
N HUTHA.  
E  
S occupation X RETIRED SOLICITOR  
S

SIGNED as a Deed by the said )  
LEONARD THOMAS in the presence ) X  
of:- )

Thomas X

W Name X I. H. V. [Signature]  
I  
T address X 126. North Road Hutha  
N  
E  
S occupation X Surveyor.  
S

SIGNED as a Deed by the said )  
TREVOR CLIFFORD LLEWELLYN in ) X  
the presence of:- )

T.C. Llewellyn X

W Name X [Signature]  
I  
T address X 107 DYMICHURCH ROAD, HUTHA, KENT  
N  
E  
S occupation X Retired.  
S