

**These are the notes referred to on the following official copy**

Title Number DN57471

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LEASE is made the

Twenty

day of

January One thousand nine hundred and sixty four

BETWEEN F.A.B. PROPERTY INVESTMENT COMPANY LIMITED whose Registered

Office is situate at Francis Close Wardrew Road in the County of the City

of Exeter (hereinafter called "the Lessor" which expression shall where

context so admits include the person for the time being entitled to  
reversion immediately expectant on the determination of the term

(hereby created) of the one part and MARY ALLISON CARNEGIE of "Inverex" The

The Retreat Topsham in the County of Devon widow (hereinafter called "the

Lessee" which expression shall where the context so admits include her

successors in title) of the other part

W H E R E A S:

(1) In this Deed unless the context otherwise requires:

(a) "The Property" means the property described in the First Schedule hereto

(b) "The Flats" means the flats with the garages allocated to them forming part of the property and "flat" has a corresponding meaning

(c) "The Reserved Property" means that part of the property not included in the flats being the property more particularly described in the Second Schedule hereto

(d) "The premises" means the property hereby demised as described in the Third Schedule hereto including for purposes of obligation as well as grant the ceilings floors joists beams cisterns tanks sewers drains pipes wires ducts and conduits specified in the said Schedule

(e) "Owner" in relation to a Flat means in the case of a Flat let or demised (otherwise than by way of Mortgage) by the Lessor at a rent less than Ten pounds per annum the holder of the term created by that letting or demise and in the case of a Flat not so let or demised the Lessor and "Ownership" in relation to a Flat has a corresponding meaning

(f) The obligations of the Lessee are joint and several

(2) It is intended that upon any transaction by which the Lessor parts with the ownership of any flat the person becoming the owner of that flat shall enter into a covenant with the Lessor to observe and perform in relation to that flat stipulations in similar terms to those set out in the Sixth Schedule hereto to the intent that the owner of any flat may enforce the observance by the owner of any other flat of the said stipulations

NOW THIS DEED WITNESSETH as follows:

Photo  
Copy

SEQ215

DN57471

1. IN consideration of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Lessor HEREBY DEMISES unto the Lessee ALL THOSE the premises TOGETHER WITH the rights set out in the Fourth Schedule hereto TO HOLD the same unto the Lessee for a term of One hundred and ninety nine years from the Twenty-ninth day of September One thousand nine hundred and sixty three PAYING THEREFOR during the said term the yearly rent of One pound on the Twenty-fifth day of December in each year without any deduction (Income Tax thereon only excepted) the first of such payments to be made on the Twenty-fifth day of December One thousand nine hundred and sixty three and also paying by way of further rent or additional rent from time to time an amount equal to the amount expended by the Lessor in compliance with the covenants on its part contained in the Seventh Schedule hereto SUBJECT to the rights set out in the Fifth Schedule hereto (which so far as not already affecting the Lessor's estate in the premises are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained

2. THE Lessee HEREBY COVENANTS with the Lessor that the Lessee will observe and perform the obligations on the part of the Lessee set out in the Sixth Schedule hereto

3. THE Lessor HEREBY COVENANTS with the Lessee that it will observe and perform the obligations on its part set out in the Seventh Schedule hereto

4. THE Lessee paying the rent hereby reserved and performing and observing the covenants on the part of the Lessee herein contained shall peaceably hold and enjoy the premises for the term hereby created without any interruption by the Lessor or any person lawfully claiming under or in trust for it

5. IF the rent hereby reserved or any part thereof is unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the Lessee herein contained are not observed and performed then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the premises or any part thereof in the name of the whole and thereupon the term hereby created shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any breach of the covenants on the part of the Lessee hereinbefore contained

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 other than rent exceeds the sum of Six thousand pounds

I N W I T N E S S whereof the Common Seal of the Lessor has been hereunto affixed and the Lessee has hereunto set her hand and seal the day and year first above written

THE FIRST SCHEDULE above referred to

THE PROPERTY

ALL THAT piece or parcel of land having a frontage of Seventy-five feet or thereabouts to Barrack Road situate in the Parish of Heavitree in the County of the City of Exeter TOGETHER WITH the block of twelve flats and seven garages erected thereon or on some part thereof and known as Francis Court Barrack Road Exeter aforesaid

THE SECOND SCHEDULE above referred to

THE RESERVED PROPERTY

FIRST ALL THOSE the gardens grounds drives paths and forecourts forming part of the property and the halls staircases lift landings and other parts of the buildings forming part of the property which are used in common by the owners or occupiers of any two or more of the flats AND SECONDLY the main structural parts of the buildings forming part of the property including the roofs foundations and external parts thereof (but not the glass of the windows of the flats nor the interior faces of such of the external walls as bound the flats) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of one flat and the joists or beams to which are attached any ceilings except where the said joists or beams also support the floor of a flat

THE THIRD SCHEDULE above referred to

THE PREMISES

ALL THAT flat forming part of the property and being one of the flats and known as Flat Number 11 Francis Court Barrack Road Exeter aforesaid TOGETHER WITH the garage forming part of the property allocated to and entitled to be enjoyed with the said flat and known as Garage Number 10 All which said flat and garage are for the purpose of identification only delineated on the plan annexed hereto and edged Pink TOGETHER WITH the ceilings and floors of the said flat and the joists and beams on which the floors are laid but not the joists or beams to which the ceilings are attached unless such joists or beams also support a floor of the said flat AND TOGETHER WITH all cisterns tanks sewers drains pipes wires ducts and conduits used solely for the purposes of the said flat but no others EXCEPT AND RESERVING from the demise the main structural parts of the building of which the said flat forms part including the roofs foundations and external parts thereof but not the glass of the windows of the said

flats and the interior parts of such of the external walls as bound the said flat

THE FOURTH SCHEDULE above referred to

1. The right in common with the Lessor the Owner and occupiers of all other flats and all others having the like right to use for purposes only of access to and egress from the premises all such parts of the reserved property as afford access thereto
2. The right of passage and running of gas electricity water and soil from and to the premises through the sewers drains pipes wires ducts and conduits forming part of the reserved property
3. The benefit of any covenants entered into by the owners of other flats with the Lessor so far as such covenants are intended to benefit the premises or the Lessee and so far as the benefit thereof can in law accrue to the premises or the Lessee
4. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the premises
5. The right to use in common with the owners and occupiers of all other flats and their visitors the gardens pleasure grounds drives paths and forecourts forming part of the reserved property subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
6. Such rights of access to and entry upon the reserved property and other flats as are necessary for the proper performance of the Lessee obligations hereunder
7. The right in common with the Lessor the owner and occupiers of all other flats and of those having the like right to use for purposes only of access to and egress from the premises all such parts of the adjoining property known as Bredon Court and Manston Terrace for the purposes of access to Magdalen Road Exeter aforesaid

THE FIFTH SCHEDULE above referred to

1. All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by any other part of the property over the premises
2. Such rights of access to and entry upon the premises by the Lessor and the owners of the other flats as are necessary for the proper performance of their obligations hereunder or under covenants relating to other flats and similar to those herein contained
3. The burden of any covenants entered into by the Lessor with the owners of other flats so far as such covenants are intended to bind

the premises or the Lessee

THE SIXTH SCHEDULE above referred to

1. The Lessee shall pay the reserved rents on the days and in the manner above mentioned (including the amount expended by the Lessor on Fire Insurance and other risks on the premises aforesaid)

2. The Lessee shall pay all existing and future rates taxes assessments and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the premises or any part thereof or upon the Lessor or any owner or occupier in respect thereof

3. If at any time the assessment to income tax under Schedule "A" in respect of the premises (whether alone or with other property) is made on the Lessor the Lessee shall on demand pay to the Lessor an amount equal to the said tax from time to time so assessed on the Lessor and attributable to the premises. If such assessment relates to other property as well as the premises the amount of tax so attributable to the premises shall be certified by the Lessor's Surveyor

4. The Lessee shall to the satisfaction in all respects of the Lessor's Surveyor keep the premises and all parts thereof and all fixtures and fittings therein and all additions thereto in good and tenantable state of repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall maintain and uphold and whenever necessary for whatever reason rebuild reconstruct and replace the same and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects

5. All internal walls separating the premises from any other part of the property shall be party walls and shall be used repaired and maintained as such

6. The Lessee shall before repairing any joist or beam to which is attached the ceiling of any other part of the property and before carrying out any repairs or works which the Lessee is required to carry out hereunder and for the carrying out of which the Lessee requires access to any other part of the property give reasonable notice (and except in cases of extreme urgency at least forty eight hours notice) in writing to the occupier of that part of the property the ceiling of which is attached to the said joist or beam or to which the Lessee requires access as the case may be. The Lessee shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to such other part of the

property but shall act carefully and reasonably doing as little damage as possible to any part of the property and making good all damage done

7. The Lessee shall in the year One thousand nine hundred and seventy one and in every succeeding eighth year of this demise and in the last three months thereof paint with two coats of good oil paint in a workmanlike manner all the wood iron and other parts of the inside of the premises usually or which ought to be painted and shall in addition grain varnish distemper wash stop whiten and colour all such parts as are usually or as ought to be so treated and repaper the parts (if any) now papered with suitable paper of as good quality as that now in use

8. The Lessor may with or without workmen and others at reasonable times enter upon and examine the condition of the premises and may thereupon serve upon the Lessee notice in writing specifying any repairs or works necessary to be done for which the Lessee is liable hereunder and require the Lessee forthwith to execute the same and if the Lessee does not within two months after the service of such notice proceed diligently with the execution of such repairs or works then the Lessor may enter upon the premises and execute the same and the cost thereof shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by action

9. The Lessee shall not make any alteration in the premises without the approval in writing of the Lessor to the plans and specifications thereof and shall make such alterations only in accordance with such plans and specifications when approved. The Lessee shall at the Lessee's own expense obtain all licences planning permission and other things necessary for the lawful carrying out of such alterations and shall comply with all bye-laws regulations and conditions applicable generally or to the specific works undertaken

10. The Lessee shall not do or permit or suffer to be done in or upon the premises anything which may be or become a nuisance or annoyance or cause any damage or inconvenience to the Lessor or to the owner or occupiers of any other flat or whereby any insurance for the time being effected on the property or any part thereof (including the premises) may be rendered void or voidable or whereby the rate of premium may be increased and shall pay all costs charges and expenses incurred by the Lessor in abating a nuisance in obedience to a notice served by a competent authority

11. The Lessee shall do all such works as under any Act of Parliament or rule of law are directed or necessary to be done in or in respect of the premises (whether by Landlord tenant or occupier) and shall keep

the Lessor indemnified against all claims demands and liabilities in respect thereof

12. The Lessee shall not do or permit or suffer to be done any act matter or thing on or in respect of the premises which contravenes the provisions of the Town & Country Planning Act 1947 or any enactment amending or replacing it and shall keep the Lessor indemnified against all claims and demands and liabilities in respect thereof

13. The Lessee shall permit the Lessor and the owners of the other flats to have access to and enter upon the premises as often as it may be reasonably necessary for them to do so in fulfilment of their obligations hereunder or under covenants relating to other flats and similar to those herein contained

14. Neither the premises nor any part thereof shall be used for any illegal or immoral purpose nor shall any trade or business be carried on there nor shall any boarders or lodgers be taken by the Lessee who shall use the same for purposes of a single private residence only and the motor garage shall not be used other than as a private motor garage in connection with the premises

15. The Lessee shall comply with and observe any reasonable regulations which the Lessor may consistently with the provisions of this Deed make to govern the use of the flats and the reserved property. Such regulations may be restrictive of acts done on the property detrimental to its character or amenities. Any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the property providing services or employing gardeners porters or other employees shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Seventh Schedule hereto notwithstanding the absence of any specific covenant by the Lessor to incur the same and the Lessee shall keep the Lessor indemnified from and against her due proportion thereof under Clause 17 of this Schedule accordingly

16. The Lessee shall within twenty one days of the date of every assignment underlease grant of probate or administration assent transfer mortgage charge discharge order of Court or other event or document relating to the term give notice thereof in writing to the Lessor and in the case of a document send it to the Lessor's Solicitors for the time being with a registered fee of Three guineas.

17. The Lessee shall keep the Lessor indemnified from and against one-twelfth share of all costs charges and expenses incurred by the Lessor in carrying out its obligations under the Seventh Schedule hereto

and the payment by the Lessor of fees professional charges salaries or other payments to agents or managers appointed by the Lessor to manage the property due allowance being made where a garage is not included in the demise.

18. The Lessee shall on the next quarter day following the service by the Lessor on the Lessee of a notice in writing stating the proportionate amount (certified in accordance with Clause 9 of the Seventh Schedule hereto) due from the Lessee to the Lessor pursuant to Clause 17 of this Schedule for the accounting period to which the notice relates pay to the Lessor the amount shown thereon as due from her.

THE SEVENTH SCHEDULE above referred to

1. The Lessor shall pay all existing and future rates taxes assessments and outgoings now or hereafter imposed on or payable in respect of the reserved property.

2. The Lessor shall insure the property and keep it insured in the joint names of all persons having any interest therein against loss or damage by fire storm flood and tempest and such other contingencies as the Lessor may require including Architects and Surveyors fees in an insurance office of repute to an amount equal to the full replacement value plus the gross rateable value thereof and shall take out and keep on foot in the said names a policy of insurance in an insurance office of repute covering liability for injury to persons on the property and shall make all payments necessary for those purposes within seven days after the same become payable and shall produce to the Lessee on demand the policies of such insurance and the receipt for every such payment a note of the Lessee's interest therein being endorsed upon each of such policies.

3. As often as any part of the property is destroyed or damaged by fire storm flood or tempest the Lessor shall rebuild and reinstate the same in accordance with the bye-laws regulations and planning or development schemes of any competent authority for the time being affecting the same and it is hereby agreed that any moneys received in respect of the insurance above provided for shall be applied so far as the same shall extend in so rebuilding or reinstating the property.

4. The Lessor shall keep the reserved property and all fixtures and fittings therein and additions thereto in a good and tenantable state of repair decoration and condition including all external standard maintenance adequate lighting and maintenance of the grounds and the carrying out external painting including the garage hereby demised and the renewal and replacement of all worn or damaged parts PROVIDED that nothing herein contained shall prejudice the Lessor's right to recover from the Lessee or

any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the reserved property by the negligence or other wrongful act or default of the Lessee or such other person.

5. The Lessor shall before repairing any joist or beam to which is attached any ceiling of the premises and before carrying out any repairs or works to the reserved property for the carrying out of which it requires access to the premises give reasonable notice (and except in cases of extreme urgency at least forty-eight hours notice) in writing to the Lessee. The Lessor shall on giving such notice be entitled to repair the said joist or beam or carry out the said repairs or works and in doing so to have any required access to the premises but shall act carefully and reasonably doing as little damage as possible to the premises and making good all damage done.

6. The Lessor shall keep the hall staircases entrances to staircases and access balconies landings and passages forming part of the reserved property cleaned and in good order and shall keep adequately lighted all such parts of the reserved property as are normally lighted or as should be lighted.

7. Disintegrators being installed in the flats the Lessor shall only be required to provide in the space marked "Refuse Bins" on the plan a container or other suitable receptacle where non-combustible refuse may be deposited.

8. The Lessor shall keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations under the Schedule and an account shall be taken on the Twenty-ninth day of September next and on the Twenty-ninth day of September in every subsequent year during the continuance of this demise and at the termination of this demise of the amount of the said costs charges and expenses incurred since the commencement of this demise or the date of the last preceding account as the case may be.

9. The account taken in pursuance of the last preceding clause shall be prepared by or on behalf of the Lessor who shall certify the total amount of the said costs charges and expenses for the period to which the account relates and the proportionate amount due from the Lessee to the Lessor pursuant to Clause 17 of the Sixth Schedule.

10. The Lessor shall within Two months of the date to which the account provided for in Clause 8 of this Schedule is taken serve on the Lessee a notice in writing stating the said total and proportionate amounts certified in accordance with the last preceding clause.

THE COMMON SEAL of F. A. B. Property)  
Investment Company Limited was here-)  
unto affixed in the presence of: )

*John G. Gardner*  
John G. Gardner  
Secretary

*J. G. Gardner*  
John G. Gardner  
Secretary

