THIS LEASE made the FIRST day of APRIL, One thousand nine hundred and sixty-eight between the LINCOLENSHIRE RIVER AUTHORITY whose office is situated at 50 High Gate Boston in the County of Lincoln (hereinafter called "the Authority") of the one part and BOSTON AND LODON WATER SUPPLY COMPANY LIMITED (hereinafter called "the Lessees") of the other part WITNESSES as follows:

1. In consideration of the rent hereinafter reserved and of the covenants on the part of the Lessees herein contained as follows the Authority hereby demises unto the Lessees ALL THAT piece or parcel of land containing an area of six hundred and eighty square yards or thereabouts situate on the right bank of the River Witham adjoining London Road in the Borough of Boston which piece of land is for the purpose of identification only more particularly delineated on the plan annexed hereto and thereon coloured pink EXCEPT AND RESERVING unto the Authority its agents contractors servants and workmen (with or without machinery tools and appliances) FULL RIGHT AND LIBERTY to enter upon the land hereby demised at all times and for all purposes in connection with the exercise of the Authority's statutory functions TO HOLD the same unto the Lessees from the first day of January one thousand nine hundred and sixty eight for the term of ninety nine years determinable nevertheless as hereinafter provided PAYING THEREFOR during the said term the rent of seven pounds ten shillings on the first day of April in every year the first proportionate payment to be made on the execution hereof.

2. The Lessees hereby covenant with the Authority as follows namely:

(a) to pay the rent hereby reserved at the times and in the manner aforesaid

(b) to pay or indemnify the Authority against all rates taxes assessments or outgoings now or in the future to become payable by the occupiers thereof in respect of the land hereby demised but excluding Landlords' property tax which if paid by the Lessees shall be repaid by the Authority to the Lessees and also except tithe redemption annuity and owners' drainage rates (if any)

(c) to use the land hereby demised for the purposes of repairing fishing nets only PROVIDED that if the land hereby demised is surfaced to the satisfaction of the Authority the same may be used as a fish landing quay.

(d) to observe and perform in connection with such use as aforesaid all the requirements of any relevant statute statutory regulation and all orders regulations and notices of any competent authority and to keep the Authority indemnified against all liability claims expenses and costs in respect of such use as aforesaid

(e) to restore and make good all lands or works of the Authority and in particular the piling capping and ancillary works or the flood retaining wall on the western boundary of the land hereby demised
These are the notes referred to on the following official copy

Title Number LL322902

The electronic official copy of the document follows this message.
This copy may not be the same size as the original.
Please note that this is the only official copy we will issue. We will not issue a paper official copy.
damaged or interfered with as a result of the use of the land hereby
demised and any works of restoration required to be done under this
clause which shall not be done by the Lessees shall be carried out by
the workmen of the Authority at the reasonable expense of the Lessee

(c) at all times during the said term to keep the land hereby demised
in a clean and tidy condition.

(g) not to do or permit any act or thing on the land hereby demised or
in any buildings erected thereon which causes or may grow to cause
annoyance, inconvenience, nuisance or damage to the Authority or their
tenants or the owners and occupiers of neighbouring or adjoining
land provided that the proper use of the land for the purpose
referred to in sub-clause (c) of this clause shall not be deemed to
constitute a breach of this covenant.

(h) to permit the Authority their servants or agents with or without
workmen and others at all reasonable times during the said term to
enter into and upon the land hereby demised and any buildings erected
thereon and examine the state and condition thereof and any notice
boards thereon and any wires, cables, pipes and drains thereof or
thereon and to repair and make good all defects and wants of
reparation of which notice in writing shall be given to the Lessee
by the Authority within three months after the giving of such notice.

(i) not to assign or underlet or charge or part with the possession of
the land hereby demised or of any part thereof or any buildings
erected thereon.

(j) not to permit any vehicles to be taken upon any part of the land
hereby demised provided that if the land hereby demised is surfaced
to the satisfaction of the Authority vehicles not exceeding three
tons unladen weight may be taken thereon.

(k) not without the previous consent in writing of the Authority to
erect any buildings, structures or notice boards on the land hereby
demised or place any wires, cables, pipes or drains thereof or thereon.

(l) at all times during the said term to keep all buildings and structure
erected on the land hereby demised (including all fixtures and
additions thereto) and all notice boards and all wires, cables, pipes
and drains in good and substantial repair and condition.

(m) to remove any buildings, notice boards or structures erected (above
ground level) on the land hereby demised and any wires, cables, pipes
or drains therein or thereon on receipt of six months previous notice
from the Authority if it is found that the said buildings, notice
boards and structures and the said wires, cables, pipes and drains
consist of an obstruction to any works to be carried out by the
Authority in the River Witham or on the piling capping and ancillary
works or the flood retaining wall on the western boundary of the land.
hereby demise  **PROVIDED ALWAYS** that such notice shall not be given
unless the existence of the said buildings notice boards or structures
and the said wires cables pipes and drains shall impede the efficient
working of the equipment and men of the Authority working in the said
river or on the piling capping and ancillary works or the flood
retaining well on the western boundary of the land hereby demise.

(n) on the expiration of the term hereby granted or on the sooner
determination thereof to deliver up the land hereby demise the
Lessees having at their own expense removed any buildings notice
boards and structures and any wires cables pipes and drains placed
on and in the said land and make good the surface thereof to the
satisfaction of the Authority.

3. The Authority hereby covenants with the Lessees that the Lessees paying
the rent hereby reserved and performing and observing the covenants and
conditions hereinbefore contained and on the part of the Lessees to be
performed and observed shall and may (except as herein provided) peaceably
hold and enjoy the land hereby demise during the term hereby granted without
any lawful interruption or disturbance from or by the Authority or any person
rightfully claiming under it.

4. **PROVIDED ALWAYS** and it is hereby agreed that if the rent hereby reserved
or any part thereof shall at any time be in arrear or unpaid for twenty-eight
days after the same shall become due (whether formally or legally demanded or
not) or if the Lessees shall at any time fail to observe any of the covenants
and conditions herein contained and on their part to be performed and observed
then and in any such case the Authority may at any time thereafter re-enter
upon the demise land and thenceforth hold and enjoy the same as if this Lease
had not been granted but without prejudice to any right of action or remedy of
either party against the other in respect of any antecedent breach of any
covenant or condition contained herein.

5. It is hereby agreed and declared between the parties hereto that either
party may by giving to the other six months notice in writing immediately
before the expiration of a period of twenty years from the commencement of
this demise or immediately before the expiration of each succeeding period of
twenty years of this demise make application for the revision of the rent
hereinbefore reserved and in the event of failure to reach agreement the matter
shall be referred to arbitration in accordance with Clause 7 hereof.

6. If at any time during the term hereby created it shall be or become
impossible or impracticable for fishing vessels of the type now or currently
used to gain access to the land adjoining the land hereby demise on the
south for the purpose of discharging their cargoes (whether by reason of
obstruction to navigation or otherwise) the Lessees may by six months notice
given at any time determine the term hereby created and the same shall cease
accordingly at the expiration of the said notice.
7. All disputes or differences which may arise touching the provisions hereof or the operation or construction hereof or the rights or liabilities of the parties hereto shall be referred to arbitration by a single arbitrator under the provisions of the Arbitration Act 1950 or any Act amending or replacing the same.

8. The costs of and incidental to the preparation of this Lease and Counterpart including stamp duty thereon shall be borne by the Lessees.

IN WITNESS whereof the Authority and the Lessees have caused their respective Common Seals to be hereunto affixed the day and year first before written.

THE COMMON SEAL of BOSTON AND GODWICH FISHING SOCIETY LIMITED was hereunto affixed in the presence of:-

[Signature]

Secretary

[Signature]