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THIS LEASE made the FIRST day of APRIL One thousand nine hundred and sixty-eight BETWEEN THE LINCOLNSHIRE RIVER AUTHORITY whose office is situate at 50 Wide Bargate Boston in the County of Lincoln (hereinafter called "the Authority") of the one part and BOSTON AND ROSDYKE FISHING SOCIETY LIMITED (hereinafter called "the Lessees") of the other part WITNESSETH 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 demise unto the Lessees ALL THAT piece or parcel of land containing an area of six hundred and eighty eight 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

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- 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
- (f) 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 therein or thereon and to repair and make good all defects and wants of reparation of which notice in writing shall be given to the Lessees 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 therein or thereon
- (l) at all times during the said term to keep all buildings and structures 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 constitute 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 demised 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 wall on the western boundary of the land hereby demised

(n) on the expiration of the term hereby granted or on the sooner determination thereof to deliver up the land hereby demised 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 demised 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 demised 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 demised 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 FOSDYKE FISHING SOCIETY
LIMITED was hereunto affixed
in the presence of:-



X S. C. Stevens V.

X R. J. VanSumer X.

[Signature]

Secretary