

DATED 1st June 2007

CONWY COUNTY BOROUGH COUNCIL

AND

TOWYN AND KINMEL BAY TOWN COUNCIL

LEASE

relating to land off Towyn Way East Towyn Abergele
in the County Borough of Conwy



Director of Corporate Performance
Conwy County Borough Council
Bodlondeb
CONWY

LR1. Date of lease

1st June 2007

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Conwy County Borough Council of Bodlondeb,
Conwy LL32 8DU

Tenant

Towyn and Kinmel Bay Town Council

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

Land adjoining Towyn Way East Towyn Abergele

LR5. Prescribed statements etc.

None

LR6. Term for which the Property is leased

25 years

LR7. Premium

Nil

**LR8. Prohibitions or restrictions
on disposing of this lease**

This lease contains a provision that prohibits
dispositions.

LR9. Rights of acquisition etc.

**LR9.1 Tenant's contractual rights to renew
this lease, to acquire the reversion or another
lease of the Property, or to acquire an interest
in other land**

None

**LR9.2 Tenant's covenant to (or offer to)
surrender this lease**

None

**LR9.3 Landlord's contractual rights to acquire
this lease**

None

**LR10. Restrictive covenants given
in this lease by the Landlord in
respect of land other than the
Property**

None

LR11. Easements

**LR11.1 Easements granted by this lease for
the benefit of the Property**

None

**LR11.2 Easements granted or reserved by this
lease over the Property for the benefit of other
property**

None

**LR12. Estate rentcharge
burdening the Property**

None

LR13. Application for standard form of restriction

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

None

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

THIS LEASE is made the

15th

day of

June

2007

BETWEEN

1. CONWY COUNTY BOROUGH COUNCIL of Bodlondeb Conwy in the County Borough of Conwy
2. TOWYN AND KINMEL BAY TOWN COUNCIL of the Community Resource Centre Foryd Road Kinmel Bay

Definitions

1. "the Council" shall mean Conwy County Borough Council which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the term hereby created
2. "the Tenant" shall mean Towyn and Kinmel Bay Town Council
3. "Plan " means the plan annexed to this Lease
4. "the Land" means the land off Towyn Way East Towyn Abergele including its boundary walls and gates shown edged red on the Plan
5. "the Commencement Date" shall be the 15 June 2007
6. "the Term" means the term of twenty five years from the Commencement Date
7. "the Rent" shall mean the annual rent of £1.00 payable (if demanded) under this Lease

WITNESSETH as follows:

1. In consideration of the Rent hereby reserved and of the covenants on the part of the Tenant hereinafter contained the Council hereby demises to the Tenant with full title

guarantee the Land together with such fixtures which are now or may hereafter be affixed to the Land EXCEPTING AND RESERVING free and uninterrupted passage of water soil gas and electricity through the sewers drains watercourses pipes wires and channels now laid in through or under the premises with or without workmen and others for the purposes of repairing maintaining renewing replacing constructing and erecting such sewers drains watercourses pipes wires and channels TO HOLD the Land unto the Tenant EXCEPT AND RESERVED as aforesaid SUBJECT to all rights of light air way drainage and other easements or quasi-easements (if any) affecting the Land AND SUBJECT to the covenants conditions and other matters contained or referred to in the title WA473669 so far as the same affect the Land are currently in force and capable of being enforced from the Commencement Date for the Term paying to the Council yearly the Rent the first payment thereof (if demanded) to become due and payable upon the completion hereof and thereafter on each anniversary thereof

2. The Tenant hereby covenants with the Council as follows:

2.1 To pay:

2.1.1 the Rent at the times and in the manner hereinbefore appointed for payment thereof

2.1.2 for all mains services and other outgoings where and if applicable

2.2 At its own expense to do and execute all such works as under or by virtue of any Act of Parliament for the time being in force shall be required to be done or executed in or upon the premises whether by the Council or by the tenant

2.3 At its own cost and charge from time to time and at all times hereafter during the Term to maintain and keep so maintained to the satisfaction of the Council the Land in its entirety including all grassed areas boundary walls and hedges (where applicable) and gates play and other recreational equipment and any other fixtures or structures erected or to be erected thereon and any other items on or to be brought upon the Land by the Tenant

2.4 At the end or sooner determination of the Term to yield up unto the Council in good and tenantable condition the Land and its fixtures and improvements and