

MEMORANDUM to be attached to an AGREEMENT dated the **eighteenth** day of **December 1973** as varied by MEMORANDUM dated the **seventh** day of **May 1985** and made between the **BRITISH RAILWAYS BOARD** ("the Board") of the one part and **BRIAN KENNETH HENSON** ("the Tenant") of the other part relating to land at rear of **22 Greenwood Close Bridgend**

IT IS HEREBY UNDERSTOOD AND AGREED by and between the said parties that as from the **first day of January 1999** the area of land reserved under the said attached Agreement shall be **INCREASED** by **323 square metres (287 square yards)** or thereabouts to a total area of **585 square metres (700 square yards)** or thereabouts as shown verged blue on the original plan No. 21148 annexed to the said attached Agreement but that in all other respects the terms and conditions of the said attached Agreement shall remain as heretofore

DATED this

fourth

day of

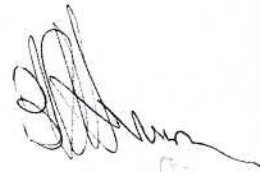
March

1999

AS WITNESS the hands of **JOHN JAMES WILMOTH**
appointed by the Board in that behalf and the Tenant

the person

SIGNED by BRIAN KENNETH HENSON)



PLEASE SIGN
HERE

MEMORANDUM to be attached to an AGREEMENT dated the eighteenth day of December 1973 and made between the BRITISH RAILWAYS BOARD or their predecessors (hereinafter called the Board) of the one part and BRIAN KENNETH HENSON (hereinafter called the Tenant) of the other part relating to land at the rear of Greenwood Close Bridgend

IT IS HEREBY UNDERSTOOD AND AGREED by and between the said parties that as from the twenty fourth day of June 1985:-

- i) the area of land reserved under the said attached Agreement shall be DECREASED by 323 square metres (287 square yards) or thereabouts to a total area of 262 square metres (313 square yards) or thereabouts as shown verged blue on plan No. 33654 annexed hereto which shall supercede the original plan annexed to the said attached Agreement
- ii) the rent reserved under the said Agreement shall be INCREASED by the sum of fifteen pounds (£15) to the yearly sum of twenty five pounds (£25) and henceforth payable except as hereinafter provided in advance on the twenty fourth day of June in every year

- iii) the said annual rental shall be subject to increase on the twenty fourth day of June in each subsequent year that the said attached Agreement shall remain in force and such increase shall reflect the same percentage increase shown by the Index of Retail Prices for the year previous to the said increase expiring on the thirty first day of December. In this provision the expression "the Index of Retail Prices" shall mean the General Index of Retail Prices contained in Table 17.8 column 1 in the Monthly Digest of Statistics published by H.M. Stationary Office or any official publication substituted therefor

but that in all other respects the terms and conditions of the said attached Agreement shall remain as heretofore

DATED this SEVENTH day of MAY 1985

AS WITNESS the hands of CHRISTOPHER RAYMOND SELWAY the person appointed by the Board in that behalf and the Tenant B.K. HENSON

Please print name
SIGNED by the said B.K. HENSON
.....)

Please sign
B.K.H.

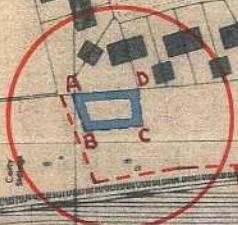
in the presence of:-
Witness *K. MORRIS*
Address *A.A. EUBANKY, R.A., ST. BRIDGES HARBOUR*
Occupation *SEWAGE ENGINEER*

RECEIVED
28 MAR 1985
B.R. P.O.
BRISTOL

Please print name
B.K. HENSON

BRIDGEND

SCALE 1/2500



High Voltage Underground Cable

AREA VERGED BLUE

262m² (313 sq yds)

BRITISH RAIL PROPERTY BOARD		
SOUTH WESTERN REGION		
DRAWING OFFICE BRISTOL		
PLAN	DATE	NEG. No.
33654	7.2.85	17/10

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An Agreement made the *Eighteenth* day of *December*
One thousand nine hundred and *Seventy - Three* BETWEEN THE BRITISH RAILWAYS
BOARD (hereinafter called "the Board") by JOHN BRYAN ROBSON

their duly authorised agent of the one part and
BRIAN KENNETH HENSON of 22 Greenwood Close Litchard Bridgend in the County of Glamorgan

(hereinafter called "the Tenant" which term shall include Tenants where more than one and the persons deriving title under him or them) of the other part WHEREBY the Board agree to let and the Tenant agrees to take the premises described below and verged blue on the plan annexed hereto including ~~save~~ ~~as hereinafter excepted~~ all buildings and erections now or hereafter erected or constructed thereon excepting and reserving to the Board (a) any works and appliances of the Board (b) all rights of advertisement on the outside walls of the premises and (c) the right for the Board to inspect maintain and alter such works appliances and advertisements as aforesaid and to construct under or over the premises such other works and appliances as the Board may deem necessary for the purpose of their undertaking

TO HOLD from the first day of August
one thousand nine hundred and Seventy Three on a tenancy determinable as hereinafter mentioned at the yearly rent of 300 pounds
upon the terms and the conditions contained :-

Particulars of the premises hereby let		
Situation	Description	Area
At rear of No.22 Greenwood Close Litchard Bridgend in the Parish of Bridgend in the County of Glamorgan	ALL THAT piece or parcel of land in line with and extending for a distance of ninety feet from the rear garden of No.22 Greenwood Close from which access to the said land is to be obtained	700 square yards (585 square metres) or thereabouts

1. THE Tenant hereby agrees with the Board as follows :—

- (i) To pay the rent reserved in advance by equal yearly payments on the first Day of August in every year the first payment or proportionate payment to become due and to be paid on the completion day of this agreement and to pay to the Board a proportionate part of the rent up to the day on which the tenancy shall expire if it shall terminate on a day other than ~~one of the~~ said days.
- (ii) To pay all rates taxes charges assessments duties and outgoings whatsoever which now are or during the said tenancy shall be assessed charged or imposed upon the premises or payable either by Landlord or Tenant in respect thereof.
- (iii) Not to use the premises or any part thereof for business purposes or otherwise than for the purposes of an extension of the garden belonging to No.22. Greenwood Close aforesaid.
- (iv) To keep the premises in good and tenantable repair and condition and subject as hereinafter provided so deliver them up.
- (v) Not to allow refuse to accumulate on the premises but to remove all refuse and keep the premises in a tidy condition to the satisfaction of the Estate Surveyor (WESTERN REGION) of the Board (hereinafter called the "Surveyor") and in case of default the Board may carry out the work and recover the cost thereof from the Tenant.
- (vi) Not to alter the premises or make any additions thereto without the previous consent in writing of the Surveyor.
- (vii) Not to do or suffer to be done in or upon the premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Board or their tenants or the occupiers of any of the adjoining premises or the neighbourhood.
- (viii) Not to make any claim or demand whatsoever on the Board their servants or agents in respect of any damage loss injury or any inconvenience which may be suffered by the Tenant in consequence of the exercise by the Board on their adjoining or neighbouring land of their statutory powers without negligence.
- (ix) Not to assign sublet or part with the possession of the premises or any part thereof.

2. PROVIDED ALWAYS and it is hereby agreed that :—

- (i) The Tenancy hereby created may be determined :—
- (a) by either party giving to the other three months previous notice in writing expiring at any time
- (b) by the Board giving to the Tenant fourteen days (or in an emergency twenty four hours) notice in writing to expire at any time in the event of the premises or any part thereof being required for the purposes of their undertaking.
- (ii) ~~If the Tenant has erected or shall with the consent of the Surveyor erect any building or erection on the premises the Tenant shall if so required by the Surveyor remove the same before the termination of the tenancy and shall restore and make good the premises to the satisfaction of the Surveyor and in case of default the Board may carry out the work and recover the cost thereof from the Tenant.~~