

LAND REGISTRY

County **WESTMEATH**

Folio **11660**



THIS INDENTURE made the 16th day of January 1979
 BETWEEN BORD NA MONA a Statutory Corporation having its principal
 office at 28 Upper Pembroke Street in the City of Dublin (hereinafter called
 "the Lessor" which expression where the context so admits or requires shall
 include its successors and assigns) of the one part and **MIDLAND HEALTH**
BOARD of **Arden Road, Tullamore**, (hereinafter called "the
 Lessee" which expression where the context so admits or requires shall include
 his executors administrators and assigns) of the other part WITNESSETH that
 in consideration of the sum of **£2,500.** pounds to be paid by the
 Lessee to the Lessor in the manner hereinafter provided and in consideration of
 the yearly rent hereinafter reserved and of the covenants on the part of the Lessee
 and conditions hereinafter contained the Lessor hereby demises unto the Lessee
 ALL THAT part of the property described in Folio **11660** of the Register
 County **Westmeath** more particularly described in the
 Schedule hereto EXCEPTING AND RESERVING out of this demise the free
 passage and running of water soil gas electricity and oil from any adjoining lands
 of the Lessor and its tenants by and through any channels wires drains pipes and
 sewers that are now or may hereafter be laid in or upon the said premises hereby
 demised with liberty for the Lessor and its agents workmen and other persons
 authorised by it with or without horses carts and vehicles of all kinds to enter
 into and upon the demised premises and to inspect and if necessary to make
 new or repair all sewers gutters water courses pipes wires or such like and to make
 and lay such from time to time over or upon the same allowing reasonable
 compensation for any permanent injury which may be occasioned to the premises
 hereby demised TO HOLD the same unto the Lessee from the day of
 197 for the term of 150 years YIELDING AND PAYING
 therefor the yearly rent of three pounds by one yearly payment on the day
 of in every year clear of all deductions whatsoever the
 first payment of the said rent to be made on the day of
 197

The Lessee to the intent that the obligations may continue throughout the term
 hereby created hereby covenants with the Lessor as follows:—

1. To pay the yearly rent hereinbefore reserved on the days and in the manner
 aforesaid.
2. To bear pay and discharge all existing and future rates taxes charges assessments
 impositions deductions and outgoings of every description (whether charged or
 assessed on the premises or on the rent) for the time being payable either by
 Lessor or Lessee in respect of or affecting the demised premises.
3. To insure or cause to be insured in the full value thereof in the joint names
 of the Lessor and the Lessee all buildings on the demised premises against loss
 or damage by fire or otherwise in some insurance office to be approved in writing
 by the Lessor or its Agents and in the event of damage or destruction of the
 premises by fire or otherwise to restore and re-instate the damaged premises out
 of the monies received by virtue of such insurance and should such monies be
 insufficient for this purpose to make good any deficiency out of the Lessee's own
 monies.
4. Not without the consent of the Lessor to use or permit to be used the demised
 premises or any part thereof or any building thereon for any purpose other than
~~as a public house or for the purpose of a public house~~ and not to do or suffer anything to be done
 on the demised premises which may be or become a nuisance or annoyance to
 the Lessor or its tenants or the occupiers of any adjoining property.
5. Not to carry out any alterations or erect any additional buildings on the
 demised premises or any part thereof to include all boundary walls at any time

during the term except with the consent of the Lessor and in accordance with plans which shall have been approved by the Lessor or its Agents.

6. To keep the demised premises and all buildings erected or to be erected thereon and all sewers and drains and all appurtenances thereto and walls and fences in good substantial and proper order repair and condition and at the expiration or sooner determination of the said term to so yield up the same to the Lessor.

7. That the demise hereby made shall not be deemed to confer on the Lessee any rights to light or air or other easements which would in any way restrict the Lessor or its assigns in building on lands adjoining or adjacent to the demised premises.

8. To execute all such works as may under or by virtue of any existing or future act of the Oireachtas or other lawful authority be directed or required by any County District or Urban Council or Local or Public Authority to be executed upon or in the demised premises whether by the owner or occupier at any time during the term hereby granted.

9. To observe and perform in relation to the premises hereby demised all the covenants agreements and conditions imposed by or entered into with the Local Authority or any other public body under the Housing Acts and the Local Government (Planning and Development) Act 1963 or any Order or regulation made thereunder or any amending Act or Order of the Oireachtas and to keep the Lessor indemnified from and against all claims demands costs or expenses arising out of any breach or alleged breach of any condition imposed or hereafter imposed thereunder.

10. To pay to the Lessor any sum or sums of money which it may be compelled to pay for or expend on sanitary works or repairs to be made or executed upon the demised premises in pursuance of the Public Health (Ireland) Act 1878 or any other existing or future statute altering or amending the same and also any other costs or expenses which the Lessor may incur or be put to in consequence of the non-compliance of the Lessee with any such statute or requisition made thereunder by the Sanitary or other Authority.

11. To permit the Lessor or its Agents to enter upon the demised premises and examine the state of repair and condition thereof and to repair and make good all defects of which notice in writing shall be given by the Lessor to the Lessee within two calendar months after the giving of such notice PROVIDED ALWAYS that if the Lessee should at any time make default in the performance of any of the covenants herein contained for or relating to the repair cleansing maintenance or amendment of the demised premises it shall be lawful for the Lessor (but without prejudice to its rights of re-entry hereinafter contained) to enter upon the demised premises and repair cleanse or amend the same at the expense of the Lessee in accordance with the provisions of these presents and the expenses and costs of such repairs cleansing and amendments shall be a debt due by the Lessee to the Lessor and forthwith recoverable by action.

12. To permit the Lessor its agents and workmen at all reasonable times during the term hereby granted to enter upon the demised premises for executing repairs to or alterations of or upon adjoining premises making good to the Lessee all damage thereby occasioned.

13. To use his best endeavours to prevent any easements or rights belonging to or used for the demised premises from being obstructed or lost and will not stop up darken or obstruct any windows or light belonging to any adjoining or neighbouring buildings now or hereafter belonging to the Lessor.

14. To pay a rateable proportion of the expenses of repairing maintaining and cleansing all drains mains pipes sewers water courses party walls fences and structures which will service or be used in connection with the demised premises in common with other premises adjoining or proximate to same and to indemnify

and keep indemnified the Lessor against all actions proceedings costs damages expenses claims and demands in respect thereof.

15. At the expiration or sooner determination of the said term hereby granted quietly and peaceably to yield up to the Lessor the demised premises and all additions and improvements thereto in good tenantable repair and condition in accordance with the Lessee's covenants herein contained.

16. To permit the Lessor or any person or persons authorised by it in that behalf on giving due notice to the Lessee to enter upon the demised premises for the purpose of constructing laying down altering repairing cleansing or maintaining in connection with or for the accommodation of any property adjoining or near to the demised premises any sewers drains water courses water pipes oil pipes gas pipes or electric wires and also for the purpose of connecting to any new or existing services of this description doing as little damage as may be to the said premises hereby demised and making good all damage occasioned thereby and restoring the surface of the soil and everything erected thereon without any unreasonable delay but without making any compensation for any temporary damage or inconvenience to the Lessee

PROVIDED ALWAYS that if the yearly rent hereby reserved or any part thereof shall be in arrear for twenty-one days after the same shall have become due whether the same shall have been demanded or not or if there shall have been a breach non-performance or non-observance of any of the covenants conditions or stipulations on the part of the Lessee herein contained then and so often as it shall so happen it shall and may be lawful for the Lessor or any person or persons duly authorised by it in that behalf into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in its first or former estate as if these presents had not been executed or as if the term hereby granted had expired by effluxion of time without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants conditions or stipulations by the Lessee herein contained AND the Lessee paying the rent hereby reserved and performing and observing the covenants herein contained the Lessor hereby covenants that the Lessee shall and may peaceably and quietly have hold occupy and enjoy the said demised premises during the term hereby granted without any let suit trouble eviction or disturbance by the Lessor or any person or persons lawfully claiming by through for under or in trust for it. In this Lease the masculine includes the feminine and the expression "the Lessee" shall where there are two or more Lessees be deemed to apply to any one or more of them and the covenants on the part of the Lessee shall be deemed to be joint and several.

~~IT IS HEREBY AGREED AND DECLARED that the said sum of~~
pounds payable by the Lessee to the Lessor shall be paid by weekly payments
of £ on the Wednesday of each week the first of such payments to be
made on the day of 197 and the payment of the said
sum of £ by the Lessee to the Lessor shall be secured by a charge
on the demised premises to be executed by the Lessee immediately after the
execution of these presents.

~~IT IS ALSO AGREED AND DECLARED by the Lessee and the Lessor that~~
should the demised premises be sold by the Lessee while any part of the said sum
of pounds remains due and owing by the Lessee to the Lessor the
balance then outstanding shall be paid by the Lessee to the Lessor on the
completion of such sale.

The Lessee hereby grants to the Lessor an option to purchase the demised premises
in the event of the Lessee or his personal representative wishing to sell the
demised premises within a period of five years from the date of these presents
for a sum equal to the total amount paid by the Lessee to the Lessor ~~by way of~~
~~weekly payments hereinbefore referred to up to the time of such sale~~ less a sum
equal to a rent of £ for each week from the day of
197 up to the completion of such sale. ~~In the event of~~
~~the total amount of such weekly rent being in excess of the total of such weekly~~
~~payments no claim shall be made by the Lessor against the Lessee in respect of~~
~~such weekly rent and the Lessee shall surrender or retransfer the demised premises~~
~~to the Lessor without any payment being made by either party~~ PROVIDED

Planning Authority erected additional permanent structures on the demised premises the Lessor shall on the exercise of such option by the Lessor pay to the Lessee the cost of such additional permanent structures provided that the cost thereof shall have been notified to and approved by the Lessor prior to such erection. The Lessee hereby assents to the entry of the following inhibition "no registration under a Transfer on sale by the Registered Owner or his personal representative is to be made without the consent of Bord na Mona."

The address in the State of Bord na Mona for service of Notices and its description are 28 Upper Pembroke Street, Dublin 2, Statutory Corporation.

The address of the Lessee in the State for service of notices and his description are

IT IS HEREBY CERTIFIED by the Lessee being the person becoming entitled under this instrument to the entire beneficial interest in the interest being hereby vested that he is an Irish Citizen.

IT IS HEREBY FURTHER CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of ~~11660~~ the amount or value or the ~~consideration~~ amount or value of the consideration exceeds Six Thousand pounds.

The Lessor hereby assents to the registration of this Lease as a burden on Folio 11660 ~~11660~~ of the register County

IN WITNESS whereof the Common Seal of the Lessor has been affixed hereto and the Lessee has hereunto signed his name and affixed his seal the day and year first herein written.

Westmeath

SCHEDULE

11660
10 square perches

That part of the property described in folio 11660 of the Register County Westmeath containing 10 square perches or thereabouts statute measure being the land shown on the Map annexed hereto and thereon surrounded by a red verge line.

PRESENT when the Common Seal of BORD NA MONA was affixed hereto:



PRESENT when the Common Seal of the Lessee was affixed hereto:

SIGNED SEALED AND DELIVERED by the Lessee in the presence of:

Name

Address

Chief Executive Officer

Nominated Member

Dated this day of 19

LAND REGISTRY

County Westmeath Folio 11660

**BORD NA MONA
TO**

MIDLAND HEALTH BOARD

LEASE



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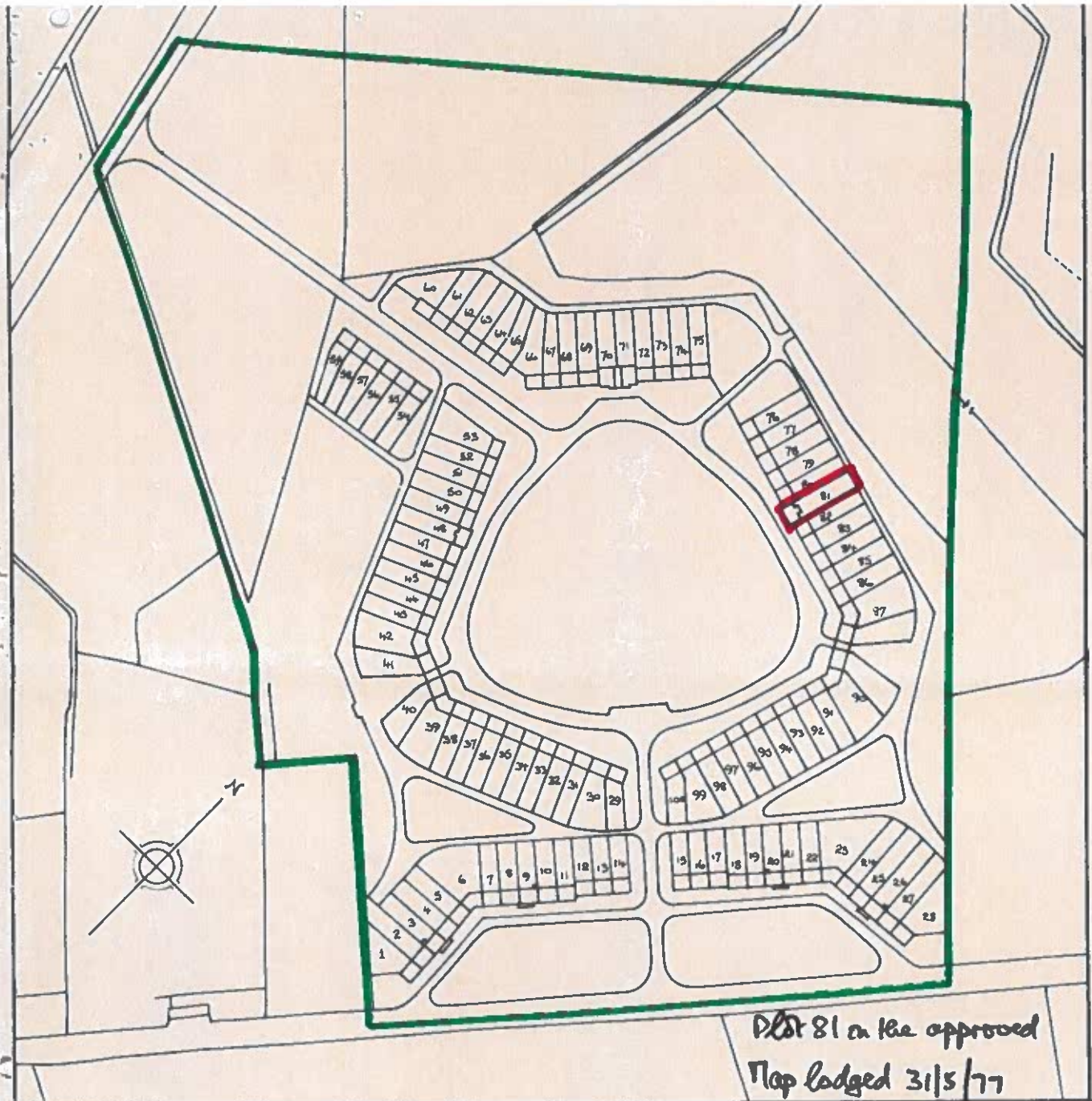
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ROCHFORDBRIDGE HOUSING SCHEME.

SCALE ~ 40 FEET TO 1 INCH.

MAP REFERRED TO

BORD NA MÓNA TO



ROCHFORDBRIDGE HOUSING SCHEME.

TOWNLAND - RAHANINE.

CO WESTMEATH. Q.S. 33 / II.

SCALE - 1:2500.

BORD NA MONA FEE SIMPLE SHOWN
EDGED GREEN.

FOLIO - 11660. ENTRY NO - 55. PLAN -