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1958

This Indenture

made the 14th day of April

One thousand Nine hundred and ~~sixty~~ ^{sixty} Between Our Sovereign Lady ELIZABETH II by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Her other Realms and Territories Queen Head of the Commonwealth Defender of the Faith (hereinafter referred to as "Her said Majesty" which expression shall where the context admits be deemed to include Her Heirs Successors and Assigns) of the one part and THE UNITED

STATES OF AMERICA

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 (hereinafter referred to as "the said Lessee" which expression shall where the context admits be deemed to include ~~his her or their Executors Administrators and Assigns and the survivor of them his or her Executors Administrators and Assigns and in the case of a Body Corporate its Successors and Assigns)~~ of the other part Whereas the Governor and Commander-in-Chief of the Colony of Hong Kong and its Dependencies (who and whose successors in Office and the Officer for the time being administering the Government of the Colony are hereinafter referred to as "the Governor") is duly authorized to enter into these presents in the name and on behalf of Her said Majesty Now This Indenture witnesseth that in consideration of the yearly rent covenants and stipulations hereinafter reserved and contained by and on the part and behalf of the said Lessee to be paid done and performed Her said Majesty Doth hereby grant and demise unto the said Lessee All that piece or parcel of Ground situate lying and being at Victoria in the said Colony bounded on or towards the North East by Crown Land and having a frontage thereto of Ninety five feet six inches or thereabouts on or towards the North West by Crown Land and having a frontage thereto of Thirty two feet seven inches or thereabouts again on or towards the North East by Lower Albert Road and having a frontage thereto of One hundred and forty two feet eight inches or thereabouts on or towards the East by Lower Albert Road and Garden Road and having a combined frontage thereto of Ninety eight feet or thereabouts (on curve) on or towards the South East by Garden Road and having frontages thereto of One hundred and fourteen feet six inches or thereabouts and Nineteen feet ten

inches or thereabouts on or towards the South by Garden Road and having a frontage thereto of One hundred and forty two feet eight inches or thereabouts on or towards the South West by a Public Road and having a frontage thereto One hundred and seventy feet four inches or thereabouts (on curve) on or towards the West by a Public Road and having a frontage thereto of Sixty nine feet four inches or thereabouts and again on or towards the North West by Crown Land and having frontages thereto of three feet eleven inches or thereabouts (on curve) and Ninety eight feet two inches or thereabouts Which said piece or parcel of ground hereby expressed to be demised contains in the whole Sixty one thousand seven hundred and nineteen square feet or thereabouts and is more particularly delineated and described on the plan annexed hereto and thereon coloured pink and pink hatched blue and is known as INLAND LOT NO. 6622

And all the easements and appurtenances whatsoever to the said piece or parcel of ground belonging or in any-wise appertaining **Except and Reserved** unto Her said Majesty all Mines Minerals Mineral Oils and Quarries of Stone in under and upon the said piece or parcel of ground and all such Earth Soil Marl Clay Chalk Brick-earth Gravel Sand Stone and Stones and other Earths or Materials which now are or hereafter during the continuance of this demise shall be under or upon the said piece or parcel of ground or any part or parts thereof as Her said Majesty may require for the Roads Public Buildings or other Public Purposes of the said Colony of Hong Kong with full liberty of Ingress Egress and Regress to and for Her said Majesty Her Agents servants and workmen at reasonable times in the day during the continuance of this demise with or without horses carts carriages and all other necessary things into upon from and out of all or any part or parts of the said piece or parcel

of ground to view dig for convert and carry away the said excepted Minerals Stone Earths and other things respectively or any part or parts thereof respectively thereby doing as little damage as possible to the said piece or parcel of ground And also Save and Except full power to Her said Majesty to make and conduct in through and under the said piece or parcel of ground all and any public or common sewers drains or watercourses To have and to hold the said piece or parcel of ground together with the easements and appurtenances and subject to the exceptions and reservations aforesaid (all hereinafter referred to as "the demised premises") unto the said Lessee _____

_____ from the Nineteenth _____ day of April Nineteen hundred and fifty _____ for and during and unto the full end and term of SEVENTY FIVE YEARS from then next ensuing and fully to be complete and ended with such right of renewal for one further term of SEVENTY FIVE YEARS as is hereinafter provided Yielding and Paying therefor yearly and every year during the term hereby granted the sum of Two thousand and ninety two _____ dollars in Current Money of the said Colony by equal half-yearly payments on the Twenty-fourth day of June and the Twenty-fifth day of December in every year free and clear of and from all Taxes Rates Charges Assessments and Deductions whatsoever charged upon or in respect of the demised premises or any part thereof the first half-yearly payment of the said Rent becoming due and to be made on the *24th* day of *June* One thousand nine hundred and *sixty* And the said Lessee

Doth hereby covenant with Her said Majesty by these presents in manner following that is to say that the said Lessee will yearly and every year during the said term hereby granted well and truly pay or cause to be paid to Her said Majesty the said yearly Rent of Two thousand and ninety two _____ dollars clear of all deductions as aforesaid on the several days and times and in the manner hereinbefore reserved and made payable And will during the whole of the said term hereby granted bear pay and discharge all taxes rates charges and assessments whatsoever which now are or shall be hereafter assessed or charged upon or in respect of the demised premises or any part thereof And shall and will from time to time and at all times hereafter when where and as often as need or occasion shall require at its _____ own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Scour Cleanse Empty Amend and keep the messuage or tenement messuages or tenements and all other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground and all the Walls Banks Cuttings Hedges Ditches Rails Lights Pavements Privies Sinks Drains and Watercourses thereunto belonging and which shall in any-wise belong

or appertain unto the same in by and with all and all manner of needful and necessary reparations cleansings and amendments whatsoever the whole to be done to the satisfaction of Her said Majesty's Director of Public Works (hereinafter referred to as "the said Director") And the said messuage or tenement messuages or tenements erections buildings and premises so being well and sufficiently repaired sustained and amended at the end or sooner determination of the term hereby granted will peaceably and quietly deliver up to Her said Majesty And will during the term hereby granted as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads lanes pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the demised premises or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the said Director and shall be recoverable in the nature of rent in arrear And that it shall and may be lawful to and for Her said Majesty by the said Director or other persons deputed to act for Her twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the demised premises to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the demised premises or some part thereof unto or for the said Lessee to repair and amend the same within Three Calendar Months then next following within which time the said Lessee will repair and amend the same accordingly And that the said Lessee or any other person or persons shall not nor will during the continuance of this demise use exercise or follow in or upon the demised premises or any part thereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of Her said Majesty signified in writing by the Governor or other person duly authorized in that behalf And will not let underlet mortgage assign or otherwise part with all or any part of the demised premises for all or any part of the term hereby granted without at the same time registering such alienation in the Land Office or in such other Office as may hereafter be instituted for the purposes of Registration in the said Colony and paying the prescribed fees therefor AND will not assign underlet or part with the possession of or otherwise dispose of the said piece or parcel of ground or any part thereof or any interest therein nor enter into any agreement so to do without the consent of the Governor first had and obtained AND will not erect or allow to be erected on the said piece or parcel of ground any buildings other than offices and dwellings of European type with the necessary garages and other out-buildings therefor AND will obtain the special approval of the said Director to the design of the exterior elevations and the disposition of any building erected or to be erected on the said

piece or parcel of ground AND will not except with the consent of the Governor use or allow to be used the said piece or parcel of ground or any buildings erected or to be erected thereon for any purpose other than for the purpose of accommodating the Consulate General or other Foreign Service of the United States of America and the staff of such Consulate General or Foreign Service and the members of the families of such staff and persons bona fide employed in or about the office of such Consulate General or Foreign Service or the residences of such staff and bona fide visitors gratuitously entertained by such staff AND where any cutting away removal or setting back of adjoining adjacent or nearby hillside or banks or any building up or filling in is or has been required for the purpose of or in connection with the formation levelling and development of the said piece or parcel of ground or any part thereof the said Lessee will construct or bear the cost of the construction of such retaining walls or other support as shall be or may at any time become necessary to protect and support such hillside and banks and the said piece or parcel of ground itself and to obviate and prevent any falling away landslips or subsidence occurring thereafter and will at all times maintain the said retaining walls or other support in good and substantial repair and condition and in the event of any landslip subsidence or falling away occurring at any time whether in or from adjoining hillside or banks or in or from the said piece or parcel of ground itself as a result of any default by the said Lessee under this covenant the said Lessee will at its own expense reinstate and make good the same and will indemnify Her said Majesty's Government from and against all costs charges damages demands and claims whatsoever which shall or may be made suffered or incurred through or by reason thereof and will if required by the said Director so to do by notice in writing carry out such construction and/or maintenance or reinstate and make good any falling away landslip or subsidence and if the said Lessee shall neglect or fail to comply with such notice within the period specified therein the said Director may forthwith execute and carry out the same and the said Lessee will on demand repay to Her said Majesty's Government the cost thereof AND will pay to Her said Majesty's Government on demand the cost of removing diverting and reinstating elsewhere as may be required any watermain

cable telegraph or telephone line sewer or culvert which the said Director may consider it necessary to remove divert or reinstate AND will pay to Her said Majesty's Government on demand any sum which the said Director shall certify to be the cost of making good any damage done to adjoining Public Roads by the said Lessee its contractors or sub-contractors or its or their workmen or vehicles or by any spoil from the said piece or parcel of ground AND will at its own expense construct and maintain to the satisfaction of the said Director such drains or channels as may be necessary to intercept and carry off storm water falling or flowing on to the said piece or parcel of ground and will be solely liable for and will indemnify Her said Majesty's Government and its officers from and against all actions claims and demands whatever arising out of any damage or nuisance caused by such storm water and will at all times during the continuance of this demise maintain and repair such drains or channels whether within the boundaries of the said piece or parcel of ground or on Crown Land AND will not interfere with any existing drain or nullah until the necessary diversion of such drain or nullah has been completed AND in the event of any damage or obstruction being caused to any nullah storm-water drain or waterway within or adjoining the said piece or parcel of ground by the said Lessee its servants or agents will pay on demand the cost of making good or removing such damage or obstruction (it being agreed and declared that the necessary works shall be carried out by Her said Majesty's Government at the cost of the said Lessee) AND will not use or allow to be used that portion of the said piece or parcel of ground coloured pink hatched blue on the said plan for any purpose other than for the purpose of a landscape garden and will not erect or maintain or allow to be erected or maintained thereon any structure without the prior written consent of the said Director AND will not remove prune or under-trim any trees growing on the said portion of the said piece or parcel of ground coloured pink hatched blue on the said plan without first having obtained written permission from the Director of Urban Services AND IT IS HEREBY AGREED AND DECLARED that where under the foregoing covenants the consent or approval of the Governor or of the said Director of Public Works or of the said Director of Urban Services is required the grant or with-holding of such consent

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shall be in the absolute discretion of the person named PROVIDED AND IT IS HEREBY FURTHER AGREED AND DECLARED that the said Director of Public Works and his officers agents and workmen duly authorized by him shall at all times during the continuance of this demise have free access to any sewers nullahs or water-courses on the said piece or parcel of ground for the purpose of effecting repairs to or inspecting or cleansing such sewers nullahs or water-courses PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that if at any time during the continuance of this demise the said piece or parcel of ground and buildings thereon cease substantially to be used for the aforesaid purposes or some of them the Governor shall have power at any time within twelve months after such cesser on behalf of Her said Majesty to re-enter upon and retake possession of the same and thereupon full and fair compensation for the said piece or parcel of ground and buildings thereon shall be paid to the said Lessee at a valuation to be fairly and impartially made by the said Director of Public Works and upon the exercise of the said power the term and estate hereby created shall cease determine and be void PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that in the event of the said Lessee desiring to purchase the fee simple of the said piece or parcel of ground at any time during the continuance of this demise (or if the said option of renewal is exercised the said further term of 75 years) the said Lessee shall give Her said Majesty's Government three months' notice in writing of such desire and upon the expiration of such notice and on payment to Her said Majesty's Government of such sum as shall be mutually agreed to be the fair value of the freehold reversion of the said piece or parcel of ground together with all arrears of rent up to the expiration of the notice and of interest on the said sum at the rate of four per cent per annum from the expiration of the notice until payment of the said sum the said piece or parcel of ground will be conveyed to the said Lessee in fee simple free from incumbrances except such as may have been created by the said Lessee Provided that until the said sum together with interest as aforesaid and the said arrears of rent shall have actually been paid this demise shall continue in full force and the said Lessee shall not be relieved of any of its obligations hereunder And provided further that this option shall be exercisable by the said Lessee only and not by

any assignee to whom permission to assign the said demised premises or any part thereof may have been granted by the Governor as aforesaid PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that notwithstanding anything hereinbefore written the said yearly rent of \$2,092 hereinbefore reserved has been commuted (interest being calculated at four per cent per annum) to a single payment of \$49,045.75 in respect of the whole period of the term hereby granted up to the Eighteenth day of April Two thousand and twenty five of which sum \$25,527.04 was duly paid to the Government of Hong Kong on the 8th day of August 1952 \$22,219.85 was paid on the 11th day of September 1958 and the balance of \$1,293.86 was paid on the 10th day of August 1959 PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that notwithstanding the payment of Crown Rent in advance as immediately aforesaid the contractual relationship between Her said Majesty and the said Lessee shall continue to be that of landlord and tenant and Her said Majesty's right of re-entry in respect of any breach or non-performance of any of the covenants and conditions herein contained and by or on the part of the said Lessee to be performed and all such other rights and remedies (if any) as may be incidental to or dependent upon the leasehold nature of this demise shall remain in full force and effect PROVIDED ALSO AND IT IS HEREBY FURTHER AGREED AND DECLARED that in case the said option of renewal for a further term of seventy five years shall be exercised and the said yearly rent of Two thousand and ninety two dollars hereinbefore reserved or any part thereof shall during the said further term of seventy five years be in arrear and unpaid

~~it is hereby agreed and declared that in case the said yearly rent of _____~~
 _____ dollars hereinbefore reserved or any part thereof shall be in arrear and
 unpaid for the space of twenty one days next after any of the said days whereon the same ought
 to be paid as aforesaid (whether lawfully demanded or not) or in case of the breach or
 non-performance of any of the covenants and conditions herein contained and by or on
 the part of the said Lessee to be performed then and in either of the said cases it shall
 be lawful for Her said Majesty by the Governor or other person duly authorized 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 Her former estate as if these presents
 had not been made and the said Lessee and all other occupiers of the demised premises
 thereout to expel this Indenture or anything contained herein to the contrary notwithstanding
Provided also and it is hereby further agreed and declared that Her said Majesty
 shall have full power to resume enter into and re-take possession of all or any part of the
 demised premises if required for the improvement of the said Colony or for any other
 public purpose whatsoever Three Calendar Month's notice being given to the said Lessee
 of its being so required and a full and fair compensation for the said Land and the
 Buildings thereon being paid to the said Lessee at a Valuation to be fairly and
 impartially made by the said Director ^{of Public Works} and upon the exercise of such power the term
 and estate hereby created shall respectively cease determine and be void **Provided also**
and it is hereby further agreed and declared that the said Lessee shall on the
 expiration of the term hereby granted be entitled to a renewed Lease of the demised
 premises for a further term of SEVENTY FIVE YEARS without payment of any Fine
 or Premium therefor and at the Rent hereinafter mentioned And that Her said Majesty

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will at the request and cost of the said Lessee grant unto it on the expiration of the term hereby granted a new Lease of the demised premises for the term of Seventy five years at such Rent as shall be fairly and impartially fixed by ^{mutual agreement with} the said Director ~~as the~~ ^{of Public Works as being the} fair and reasonable rental value of the ground at the date of such renewal And in all other respects such new Lease shall be granted upon the same terms and under and subject to the same reservations covenants stipulations provisoes and declarations as are contained in this present Lease with the exception of this proviso for renewal which shall not be contained in such new Lease ~~Provided also and it is hereby further agreed and declared~~

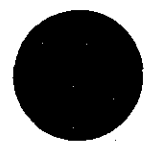
In Witness whereof the Governor duly authorized by Her said Majesty as aforesaid hath executed these Presents and hereunto set the Public Seal of the said Colony in the Name and on behalf of Her said Majesty the day and year first above written.

Signed Sealed and Delivered by }
Julius C. Holmes, American }
Consul General, Hong Kong, }
for and on behalf of the }
United States of America in }
the presence of:

FOR AND ON BEHALF OF THE UNITED STATES OF AMERICA

X *J. C. Holmes*

George W. Caspary
Regional Foreign Bldg Office
Dept. of State.



Examined and certified to be correct.

Registered.

W. H. ...
p. Land Officer.

Lang ...
p. Land Officer.

Dated 14th April, 1960.

Lease

OF

Inland Lot No. 6622

Commencing 19th day of April 1950

Term: 75 years.

(renewable for a further term of 75 years)

Annual Crown Rent \$ 2,092.00 (commuted and
paid in a lump sum)

Registered Vol. CXLIII Fol: 60

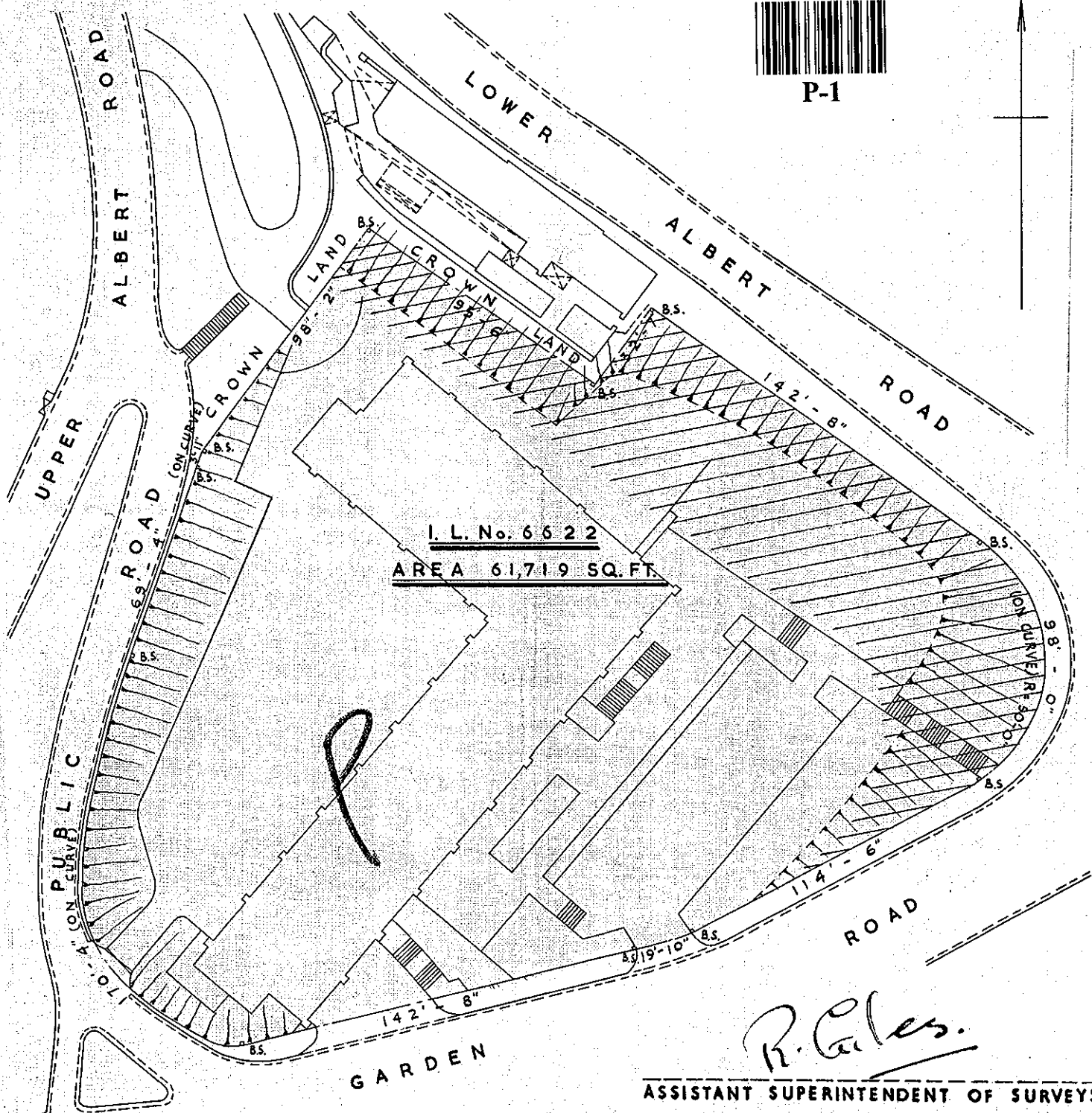
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p. Land Officer.

1L 6622 GL

INLAND LOT No. 6 6 2 2



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I. L. No. 6 6 2 2
AREA 61,719 SQ. FT.

R. Gales.

ASSISTANT SUPERINTENDENT OF SURVEYS

SCALE 50 FEET TO ONE INCH

