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560286

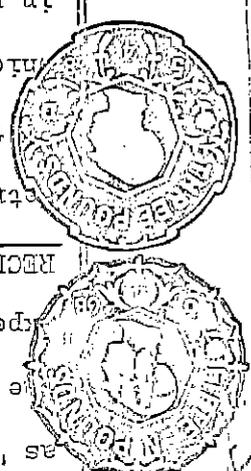
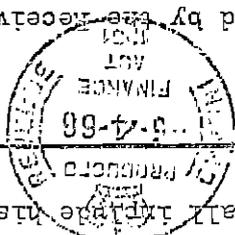
560286

THIS DEED made the *15th day of March* One thousand Nine hundred and Sixty-eight BETWEEN THE MAYOR ALDERMEN AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK (hereinafter referred to as "the Council") which expression where the context admits includes the persons for the time being entitled in reversion immediately expectant upon the term hereby granted of the one part and THE RECEIVER FOR THE METROPOLITAN POLICE DISTRICT incorporated by The Metropolitan Police (Receiver) Act 1861 of New Scotland Yard Broadway the City of Westminster (hereinafter referred to as "the Receiver" which expression where the context admits shall include his successors in title) of the other part

WITNESSETH as follows:-

1. IN consideration of the expense incurred by the Receiver in carrying out the works hereinafter mentioned on the land hereby demised and of the rents and covenants hereinafter reserved and contained the Council hereby demise unto the Receiver ALL THAT piece or parcel of land having an area of eleven thousand eight hundred and forty (11,840) square feet or thereabouts which said piece or parcel of land is more particularly delineated on the plan A annexed hereto and thereon edged red which said piece of land has a depth of seventy-eight feet approximately from the ground level excluding the first six inches from ground level (hereinafter called "the excluded six inches" all which land is more particularly delineated on the section plan "B" attached hereto and thereon edged red with the Underground Car Park to be completed by the Receiver in the said land or in some part thereof (which said piece or parcel of land and Underground Car Park are hereinafter referred to as "the premises") TOGETHER ALSO in common with others the rights of passage and running of water and soil from the premises through the sewers and drains constructed or to be constructed in under or upon the adjoining land belonging to the Council subject to the right of support hereinafter mentioned AND TOGETHER with full and free right and liberty for the Receiver:-

(a) to erect and maintain such part or parts of the steps coloured yellow on the said plan A as lie within the excluded six inches



Parties

(b) to install and maintain in the excluded six inches glazed pavement lights in the positions shown on the said plan A and thereon coloured blue

(c) to construct and maintain on the surface of the excluded six inches Intake and Extractor Towers in the positions shown on the said plan A and thereon coloured green and marked "Intake Tower" and "Extractor Tower" respectively and to take in and expel air through that part of the excluded six inches as lies below the Intake Tower and Extractor Tower respectively

(d) to take in air from and over the excluded six inches through the Fresh Air Inlet grills shown coloured brown on the said plan A PROVIDED ALWAYS that the Receiver shall at all times indemnify and keep indemnified the Council from and against all actions claims and demands in respect of all the matters referred to in sub-clauses (a) to (d) inclusive EXCEPT AND RESERVING unto the Council and their respective servants agents and licensees:-

Exceptions and Reservations

No easements over adjoining land

Entry to maintain adjoining land

- (i) Full right and liberty at any time hereafter or from time to time to execute works and make erections upon or to erect rebuild or alter any buildings or erections on the land of the Council adjoining or near to the premises and to use such adjoining and neighbouring lands in such manner as the Council may think fit PROVIDED that (a) the access of light and air to the premises or any part thereof or any building for the time being thereon may not be interfered with and (b) the ventilation system to the premises shall not be obstructed or interfered with
- (ii) Full right and liberty at all reasonable times to enter upon the premises to view the state and condition of and to repair and maintain adjoining premises or adjoining roadways the works upon which shall not otherwise be reasonably practicable subject to first giving prior notice (except in emergency) of intention so to do and making no disturbance to the work carried on in the Magistrates Court adjoining the premises and making good

Term

any damage caused to the premises TO HOLD the premises unto the Receiver from the *Twenty-fifth* day of *March* One thousand Nine hundred and Sixty-eight for the term of 200

Rent

years YIELDING AND PAYING therefor during the said term rent at the rate of ONE HUNDRED AND FIFTY POUNDS (£150) per annum clear of all deductions to be paid in arrear by equal half yearly payments on the Twenty-fifth day of March and the Twenty-ninth day of September in each year the first of such payments or a due proportion thereof to become payable on the day for payment next succeeding the date hereof AND ALSO (subject as hereinafter provided) YIELDING AND PAYING unto the Council on demand by way of additional rent a sum equal to all such sums as the Council may from time to time pay for insuring and keeping insured the premises against loss or damage by fire in case the Receiver (meaning thereby assigns of the Receiver for the Metropolitan Police District) shall make default in insuring or keeping insured the said premises pursuant to the covenant hereinafter contained

Receiver's covenants

2. THE Receiver hereby covenants with the Council in manner following that is to say:-

To pay rent

(i) That the Receiver will during the continuance of the term hereby granted pay the said yearly rent hereby reserved at the times and in the manner hereinbefore provided without any deduction

To pay rates and taxes

(ii) That the Receiver will from time to time and at all times during the said term pay and discharge all rates taxes duties charges assessments and outgoings whatsoever of a recurring nature (whether parliamentary parochial local or of any other description) which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the premises or on the owner or occupier in respect thereof and an apportioned part of any rates taxes duties assessments and outgoings of the nature

hereinbefore mentioned which are now or may at any time hereafter be assessed charged or imposed upon the premises together with other property or on the owners or occupiers of the said premises and other property

Cost of notices

(iii) That the Receiver will pay unto the Council all costs charges and expenses including legal costs and fees payable to a Surveyor which may be incurred by the Council in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925 or any modification or re-enactment thereof

To insure

(iv) That the Receiver will insure the premises and keep the same insured at all times during the said term against loss or damage by fire to the full value thereof (including Architects and Surveyors' fees and two year's rent hereunder) with Municipal Mutual Insurance Co. Ltd. or some office to be approved in writing by the Council such approval not to be unreasonably withheld in the joint names of the Council and the Receiver and to pay all premiums necessary for that purpose within the usual days of grace after the same shall become due and whenever required to produce to the Council the policy or policies of such insurance and the receipt for the last premium for every such insurance and as often as the premises or any part thereof shall be destroyed or damaged as aforesaid the Receiver shall pay all moneys received under such policy into a joint account at a Bank to be nominated by the Council and shall without delay rebuild and reinstate the same to the reasonable satisfaction of the Engineer in accordance with plans and elevations reasonably approved by the Council as owners of the freehold it being hereby agreed that all moneys to be received by virtue of any such insurance as aforesaid shall be applied in so far as the same shall extend in so rebuilding and reinstating the premises and in case the same shall be

insufficient for the purpose then the Receiver shall make up the deficiency out of his own moneys Provided always that if the premises shall not be kept insured as aforesaid the Council may insure the same and pay the premiums and the amounts thereof shall be repaid by the Receiver and in the meantime shall be a charge on the premises and be recoverable by distress as for rent in arrear PROVIDED that so long as the Receiver for the Metropolitan Police District shall be the Lessee hereunder he shall not be bound to comply with the provisions of this sub-clause but will in the event of destruction of or damage to the premises by fire rebuild or reinstate the same or such destroyed or damaged part at his own expense as soon as practicable thereafter to the reasonable satisfaction of the Council

To repair

(v) (a) That the Receiver will keep the premises and all authorised additions thereto and the boundary walls thereof and all the fixtures drains soil and other pipes and sanitary and water apparatus thereof in good tenantable repair and condition and in such state as shall be sufficient to provide a good and substantial right of support to the Council's land immediately above the premises

(b) For the removal of doubt it is hereby declared that this Lease shall always be construed so that the concrete beams of the roof of the Underground Car Park and the asphalt laid thereon are part of the premises and shall be the responsibility of the Receiver but that the paving slabs and any materials above the asphalt is the responsibility of the Council

To deliver up

(vi) That the Receiver will at the expiration or sooner determination of the said term quietly yield up the premises to the Council in such good and tenantable repair and condition as aforesaid together with all additions and

improvements made thereto in the meantime and all fixtures of every kind in or upon the premises or which during the said term may be affixed or fastened to or upon the same except tenants or trade fixtures together with all landlords' fixtures safe undefaced and fit for use.

To permit entry

(vii) That the Receiver will permit the Council and their surveyors or agents with or without workmen and others at reasonable business hours upon giving prior notice of intention so to do to enter upon the premises and every part thereof to view the state and condition of the same and to give notice in writing of all defects decays and wants of reparation there found by serving the said notice in accordance with this Lease

To repair after notice

(viii) That the Receiver will within three months next after every such notice as aforesaid repair well and substantially and make good to the reasonable satisfaction of the Council all such defects decays and wants of reparation to the premises for which he is liable under the covenant in that behalf hereinbefore contained at his own cost absolutely

Not to make alterations or additions with power to Council to remove

(ix) That the Receiver will not at any time during the said term erect or permit to be erected any building or erection or make any alteration or addition to any building or erection whatsoever in or upon the premises or any part thereof except in accordance with plans elevations sections and specifications previously submitted to and approved by the Council nor make any access to the adjoining roads without the prior consent in writing of the Council and in the event of a breach of this condition becoming apparent to the Council on exercise of their powers under sub-clause (vii) hereof then the Council shall thereupon be at liberty and at the Receiver's expense to remove all such unauthorised alterations and additions as may be then and there found

Restrictions
on user

(x) That the Receiver will not at any time during the said term use or permit the premises or any part thereof to be used otherwise than as an Underground Car Park. In the event of the premises or any part or parts thereof not being required for such purpose then the premises or such part or parts thereof respectively may be used for such other purpose or purposes as may be permitted under the legislation for the time being in force relating to Town and Country Planning BUT if such event shall take place then the Council reserve the right to demand such increased rent as shall be relevant to such alternative user

To permit
entry to take
inventory

(xi) That the Receiver will permit the Council and their agents surveyors and workpeople upon giving prior notice of intention so to do to enter upon the premises at all reasonable business hours during the day time for taking schedules or inventories of the fixtures and things on the premises to be yielded up at the expiration of this Lease

To permit
Council to
obstruct
lights and
easements

(xii) That the Receiver will permit the Council subject to the provisions of Clause 1 hereof at any time during the said term to execute works and make erections upon or to erect rebuild or alter any building or erections on the land of the Council or their successors in title adjoining or near to the premises

Indemnity

(xiii) That the Receiver will keep the Council indemnified towards any adjoining or neighbouring owner lessee or occupier or any other person whatsoever in respect of any liability which but for the erection of the premises would not have arisen including all liability under Section 81 of the Town and Country Planning Act 1962 and from all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

(xiv) Not at any time during the said term to assign underlet or part with possession of the premises or any part thereof

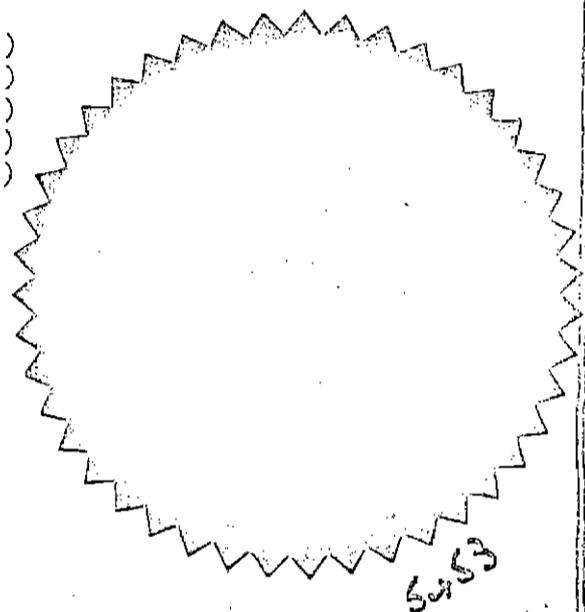
		except to a Purchaser of the adjoining Magistrates Court
Non-payment of rent	3.	<u>PROVIDED ALWAYS</u> that if the said rent hereby reserved or any part thereof shall be unpaid for the space of twenty-one days next after any of the days hereinbefore appointed for payment (whether the same shall have been legally demanded or not) or if defaults shall be made in the performance or observance of any of the covenants conditions or agreements on the part of the Receiver herein contained then and in any such case it shall be lawful for the Council or any person or persons duly authorised by them in that behalf to re-enter upon the premises or any part thereof in the name of the whole and the same to have again repossess and enjoy as in their first and former estate anything herein contained to the contrary notwithstanding and thereupon the term hereby created shall cease without prejudice to any right of action or remedy of the Council in respect of any antecedent breach of any of the covenants of the Receiver hereinbefore contained
Quiet enjoyment	4.	<u>THE</u> Council hereby covenant with the Receiver as follows:- (a) The Receiver paying the rent hereinbefore reserved and performing and observing the covenants conditions and agreements on the part of the Receiver hereinbefore contained shall and may peaceably and quietly hold and enjoy the premises for the term hereby granted without any interruption from or by the Council or any person lawfully claiming through under or in trust for them (b) Not to place any erections on the excluded six inches nor to permit the same to be used otherwise than as a pedestrian precinct without the consent of the Receiver in writing
Service of Notices	5.	<u>ANY</u> notice hereinbefore or by statute required to be served by the Council shall be sufficiently served if left or sent by post to the Receiver at his office for the time being and by the Receiver if left or sent by post to the Council's Town Clerk
Arbitration	6.	<u>IF</u> any dispute or difference shall arise between the parties touching their respective rights duties or liabilities under clauses 2(ix) and 2(x) hereof such dispute or difference shall be referred to the determination of the Minister of Housing and Local Government whose decision shall be final and binding on the parties

IN all other cases of dispute or difference arising out of or touching upon the rights duties or liabilities of the parties under this Lease the dispute shall be referred to the determination of a single arbitrator to be agreed upon by the parties or failing agreement to two arbitrators one to be appointed by each party or their umpire in manner provided by the Arbitration Acts of 1899 and 1934 or any statutory modification or re-enactment thereof

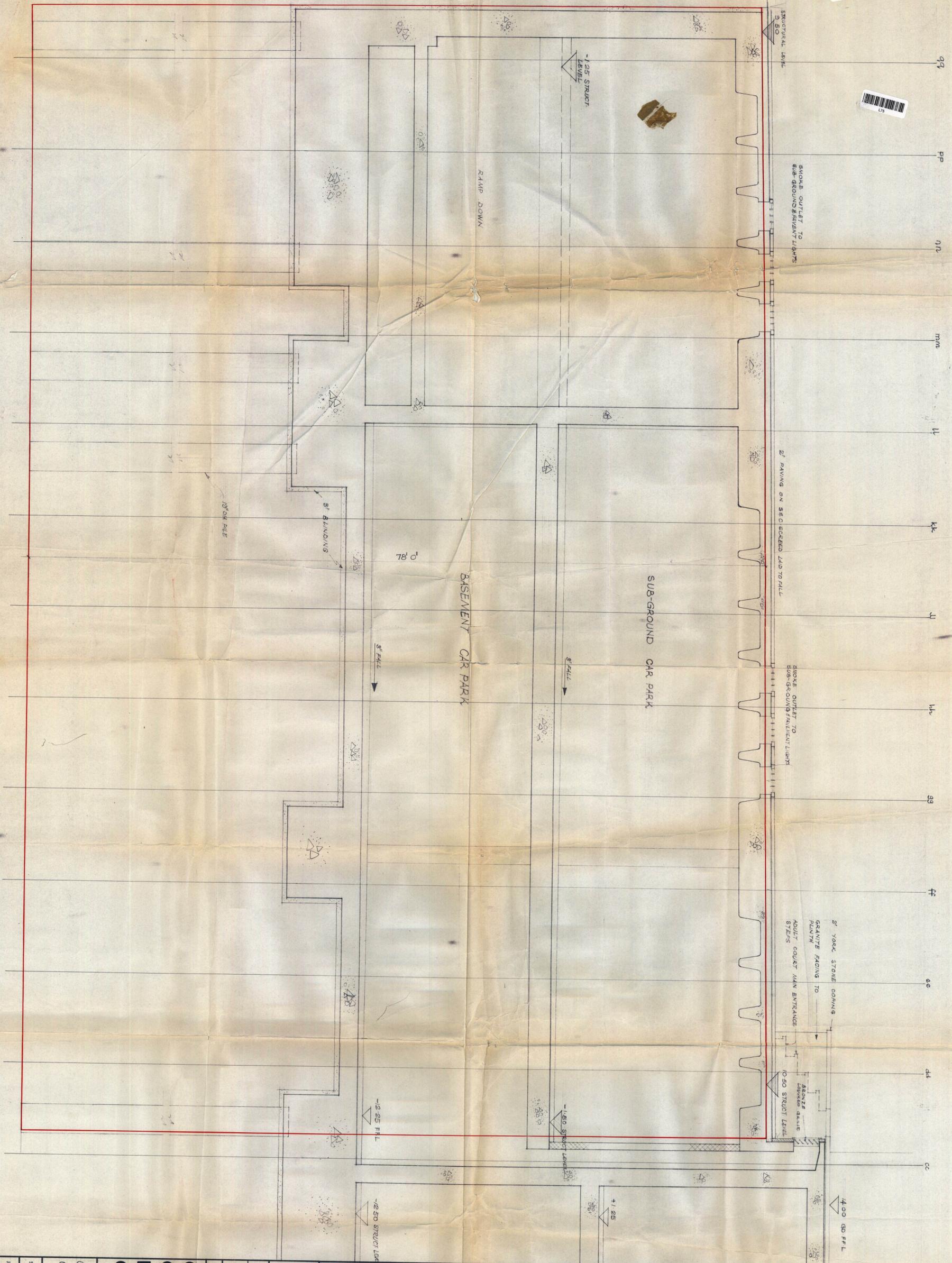
IN WITNESS whereof the Council have caused their Common Seal to be hereunto affixed and the Receiver has hereunto set his Official Seal the day and year first above written

THE COMMON SEAL OF THE MAYOR
ALDERMEN AND BURGESSES OF THE
LONDON BOROUGH OF SOUTHWARK was
hereunto affixed in the presence
of:-

J. H. H. H.
Deputy Town Clerk



*We certify the
above to be a
true copy of the
original Deed
see Bolton's*



NOTES

Plan B

AMENDMENTS
DATE & INITIALS

L. INNES ELLIOTT, B.A. (HON. F.R.I.B.A.)
CHIEF ARCHITECT & SUPERVISOR,
OFFICE OF THE RECEIVER
FOR THE METROPOLITAN POLICE DISTRICT
BROADWAY, LONDON, S.W.1.

DRAWN	CHECKED	APPROVED
J.O.O.		
DATE	DATE	DATE
29 th Nov. 57		

SUBJECT
**CAMBERWELL
GREEN
MAGISTRATES
COURT**

COORDINATION DWG
CAR PARK SERVICES

SCALE 1/8" = 1'-0"

JOB NO. 65004/6004

DRAWING NO. 2/W/W/W