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L12205

760

LEWIS, COATES & LUCAS
LTD
LAW STATIONERS
6-9, SURREY ST
STRAND, W.C.2.

AND AT
PENNEY COURT
STRAND, W.C.2.
FOUR
SHILLINGS
19 68

TWO SHILLINGS
AC
19 68



This Lease

is made the Fifth day
of September One thousand
nine hundred and sixty-eight

B E T W E E N THE RECEIVER FOR THE METROPOLITAN POLICE DISTRICT
incorporated by the Metropolitan Police (Receiver) Act 1861 of New
Scotland Yard Broadway in the City of Westminster (hereinafter called
"the Lessor") of the one part and THE LONDON ELECTRICITY BOARD whose
principal office is at 46 New Broad Street in the City of London (herein-
after called "the Lessee") of the other part W I T N E S S E T H as
follows :-

1. IN consideration of the expense to be incurred by the Lessee in maintaining an Electricity Transformer Substation (hereinafter called "the Substation") on part of the property hereinafter referred to the LESSOR in exercise of his statutory and other powers hereby DEMISES unto the Lessee ALL THAT room at sub-ground floor level coloured red and yellow on the Location Plan annexed hereto (hereinafter called "the demised premises") which forms part of the property (hereinafter called "the property") belonging to the Lessor situate at and known as Camberwell Green Magistrates Court D'Eynsford Road in the London Borough of Southwark TOGETHER with (a) the free passage of air from the demised premises through the vent openings shown coloured yellow on the Block plan annexed hereto (b) full right and liberty for the Lessee and all persons authorised by it in common with the Lessor and all others authorised by him to pass and repass but on foot only at all times over and along the passageway and stairs leading from the ground floor to the demised premises for all purposes in connection with the Substation and (c) full right and liberty for the Lessee to lay and maintain electric cables and lines and conduits or pipes for containing the same as necessary in the position shown by green lines on the said Location Plan and to break up the land in which the said electric cables and lines and conduits or pipes are laid as far as may be necessary from time to time for the purpose of laying relaying repairing and removing the said electric cables and lines and conduits or pipes doing as little damage as possible and restoring the surface to its former condition (d) full right and liberty to pass and repass with or without plant and materials over the land coloured brown on the said plan (all of which said rights are hereinafter referred to as "the said rights") TO HOLD the same unto the Lessee for the term of SIXTY YEARS from the First April One thousand nine hundred and sixty-nine YIELDING AND PAYING



therefor yearly the rent of TWO POUNDS TEN SHILLINGS clear of all deductions to be paid yearly in advance on the First day of April in every year _____

2. THE LESSEE hereby COVENANTS with the Lessor as follows :-

(1) To pay the reserved rent on the days and in the manner aforesaid

(2) During the said term at its own expense well and substantially to uphold maintain and keep in good condition and complete repair the interior of the demised premises and such part of the exterior thereof as may be necessitated by the use and occupation of the demised premises by the Lessee and to make good at its own expense any damage to the property including any damage to the access hatch and the Lessor's adjoining yard caused by the Lessee in upholding maintaining and repairing the demised premises as aforesaid the Substation or otherwise and will keep the Lessor indemnified from liability for all rates and taxes and all other outgoings of a periodic or recurring nature that may hereafter become lawfully payable in respect thereof and of its user and occupation of the demised premises Provided that the Lessor shall have given to the Lessee immediate notice of the receipt by him of any demand for rates in respect of the demised premises and of any proposal made by the Lessor or any other person for the separate assessment thereof _____

(3) To indemnify the Lessor against all liability for injury or damage which may be caused or suffered by the Lessor or any other person or persons by reason of the demised premises being used for the purpose of the Substation or for any purpose connected therewith or by reason of the laying and maintaining the said electric cables and conduits or pipes for containing the same in the position shown on the said Location Plan PROVIDED ALWAYS that the Lessor shall as soon as practicable give notice in writing to the Lessee of any such action or claim brought made or threatened against the Lessor and shall not settle adjust or compromise such action or claim without the consent of the Lessee and that the Lessee may at its own expense defend any proceedings actions or claim in the name of the Lessor _____

(4) Not to assign transfer charge underlet or part with the possession of the demised premises or any part thereof _____

3. THE LESSOR hereby COVENANTS with the Lessee that it shall be lawful for the Lessee on or at any time before the expiration or sooner determination of the said term to remove and take away any transformers switchgear or other plant electric lines conduits pipes or other

accessories or apparatus which may at any time be placed by the Lessee on in or under the demised premises (the Lessee doing as little damage as possible and restoring the demised premises to their former condition) but any such removal shall not interfere with the proper supply of electricity to the premises of the Lessor _____

4. PROVIDED ALWAYS AND THESE PRESENTS ARE UPON THE EXPRESS CONDITION

that (1) if at any time during the said term the Lessee shall cease other than temporarily to use the demised premises for the purpose of the Substation then and in any such case the Lessee shall forthwith give notice thereof to the Lessor and the said term may thereupon be determined by either party giving to the other not less than three calendar months previous notice in writing to that effect and upon the expiration of such notice the said term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have accrued to either party in respect of the non-payment of the said rent or any breach or non-observance or non-performance of the covenants conditions and agreements herein contained (2) if at any time during the said term the removal of the Substation is necessitated by the Lessor's proposals for re-development of the property and the Lessor shall desire to determine the said term and shall give to the Lessee not less than twelve months' previous notice in writing of such his desire then upon the expiration of such notice the said term shall absolutely cease and determine but without prejudice to the rights and remedies which may then have accrued to either party against the other in respect of any antecedent claim or breach of covenant _____

5. (a) Before the expiration of such notice as aforesaid the Lessee shall erect a new Substation with all necessary walls fences electric cables and lines and conduits or pipes on a site (hereinafter called "the second site") on the property the second site to be selected by the Lessor and in the opinion of the Lessee to be reasonably placed and suitable as an alternative site for the Substation and the Lessee shall remove the Substation and the electric cables and lines and conduits or pipes connecting therewith but any such removal shall not interfere with the proper supply of electricity to the premises of the Lessor _____

(b) The Lessor will pay to the Lessee a proportion of the expense incurred by the Lessee in complying with its obligations under subparagraph (a) of this clause such proportion to be calculated by relating the proportion of the capacity to be calculated on the maximum demand measured over the previous twelve months of the transformer in use on the

property at the date of the said notice to the total capacity to be calculated as aforesaid in use at such date by other consumers in the locality served by the Substation _____

(c) The Lessor will grant to the Lessee a Lease of the second site for a term equivalent to the residue of the said term of years then unexpired of this present Lease and containing the like covenants and provisions as are herein contained the Lessee bearing all costs of such new lease and the stamp duty thereon _____

R.B. 6. IF any dispute doubt or question shall arise between the Lessor and the Lessee touching the construction meaning or effect of these presents or any clause or thing herein contained or their respective rights or liabilities under these presents or otherwise in relation to the premises then every such dispute doubt or question shall be referred to the sole arbitration and final decision of a person to be agreed upon by the Lessor and the Lessee or in case of disagreement to be appointed by the President for the time being of the Institution of Electrical Engineers and the award of the person so appointed ^{as} the arbitrator shall be final and binding on the Lessor and the Lessee and this provision shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force _____

7. THAT the Lessee paying the reserved rent and observing the stipulations on its part herein contained shall and may peaceably and quietly hold and enjoy the demised premises and the rights hereby granted without any interruption or disturbance by the Lessor or any person claiming by through under or in trust for him PROVIDED that if the yearly rent hereby reserved or any part thereof shall be in arrear for at least twenty one days next after any of the days whereon the same ought to be paid as aforesaid whether the same shall have been legally demanded or not or if there shall be any breach or non-observance of any of the covenants by the Lessee herein contained then and in any such case the Lessor may at any time thereafter into and upon the demised premises or any part thereof in the name of the whole re-enter and the same have again repossess and enjoy as in his former estate _____

I N W I T N E S S whereof the Lessor has hereunto set his Official Seal and the Lessee has caused its Common Seal to be hereunto affixed the day and year first above written _____

(SEALED with the OFFICIAL SEAL of the
(RECEIVER for the METROPOLITAN POLICE
(DISTRICT and delivered in the
(presence of : *R. Kear*
Chief Executive Officer
in the Office of the said Receiver

DATED *5th September* 1968

THE RECEIVER FOR THE METROPOLITAN
POLICE DISTRICT

to

THE LONDON ELECTRICITY BOARD

03 OCT 1968

Lease

of

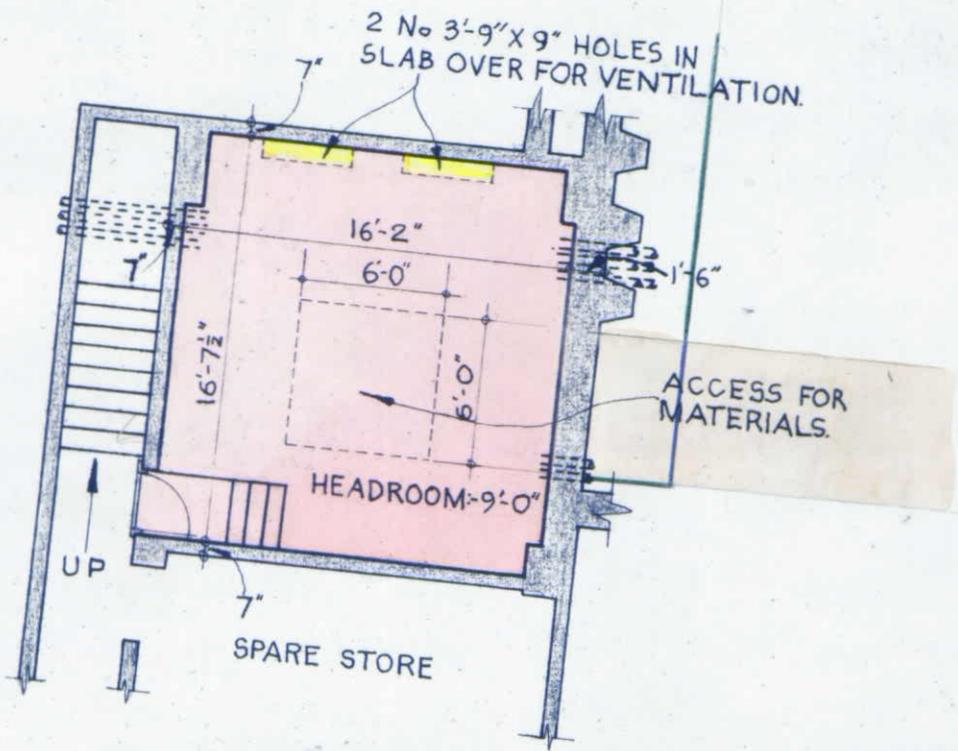
ELECTRICITY TRANSFORMER SUBSTATION
SITE at CAMBERWELL GREEN MAGISTRATES
COURT D'EYNSFORD ROAD CAMBERWELL
LONDON BOROUGH of SOUTHWARK.

Term : 1st APRIL 1969
Years : 60
Expires : 1st APRIL 2029
RENT : £2.10. 0 per annum

✓

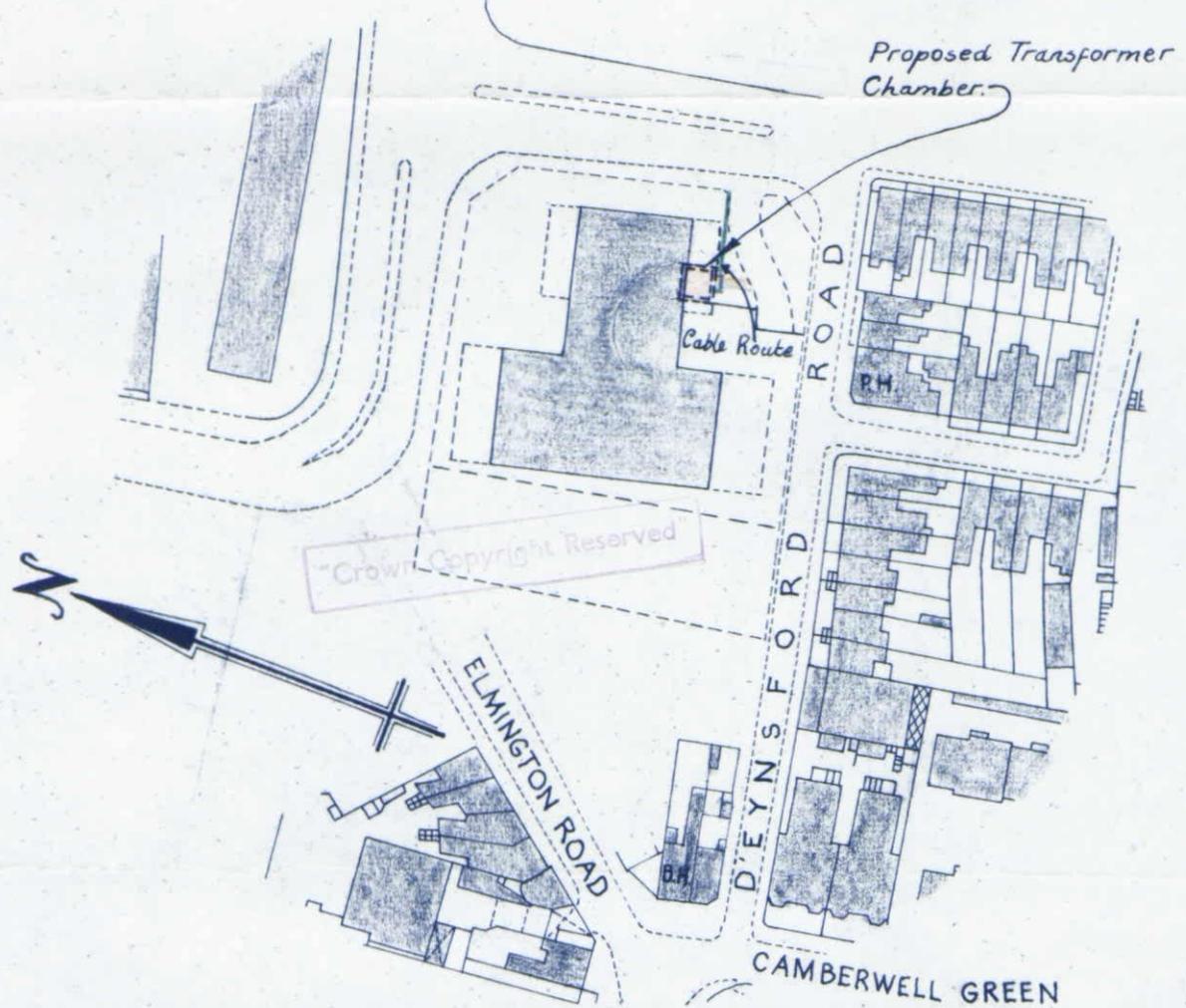
BLOCK PLAN

SCALE ~ 1/8" = 1'-0"



LOCATION PLAN

SCALE ~ 1:1250



SCALE AS SHOWN	SUBJECT: - D'EYNSFORD RD, MAGISTRATES COURT. PROPOSED LEASE PLAN	DWN BY... V.S.D. APP'D BY...	DATE 5/4 1966.
REV. 1 CABLE ROUTE REVISED	REV. 2	LONDON ELECTRICITY BOARD SOUTHERN DISTRICT	DRAWING NUMBER AA. 5435. A/1
REV. 3	REV. 4		

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