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This Lease

made the *Seventeenth* day of *January* 1966
One thousand nine hundred and sixty ~~six~~ — BETWEEN THE GREATER LONDON COUNCIL (hereinafter called 'the Lessor' which expression shall wherever consistent with the context include the persons deriving title under the Council) of the one part and THE LONDON ELECTRICITY BOARD (hereinafter called 'the Lessee' which expression shall wherever consistent with the context include the persons deriving title under the Lessee hereinbefore named) of the other part WITNESSETH in consideration of the expense to which the Lessee has been put in erecting the structure hereinafter described and in consideration of the sum of £40..... now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the covenants by the Lessee hereinafter contained as follows :—

1. THE Lessor doth hereby demise and lease unto the Lessee ALL THAT piece of land in the London Borough of Tower Hamlets having an area of 207 square feet or thereabouts and situate on the East side of Lark Row and the South of Grand Union Canal, Bethnal Green

which said piece of land forms part of the Lessor's Wellington Estate and the land comprised in the Lessor's Registered Title No. LN15527 and with the dimensions (be the same little more or less) and boundaries thereof is more particularly delineated and shown by heavy black ^{*} on the plan annexed hereto together with the structure erected on the said piece of land for use as a static electrical transformer chamber (which said piece of land and structure erected thereon as aforesaid are hereinafter called 'the demised premises' which expression shall wherever consistent with the context include all buildings and erections standing on the said piece of land at any time during the term hereby granted) TOGETHER WITH (i) a right to lay use maintain renew and remove cables in the position shown by heavy black dash dot lines on the said plan (ii) a right of access to and egress from the demised premises over so much of the adjoining land of the Lessor as may be necessary in connection with the use of the demised premises and the execution of works to the said cables and (iii) a right of air through the ventilating grills in the west wall of the said transformer chamber

TO HAVE AND TO HOLD the demised premises and the rights aforesaid unto the Lessee for the term of *Sixty* years from the *Twenty-fifth* day of *December* *One thousand nine hundred and Sixty one* (hereinafter called 'the fixed term') and thereafter unless and until determined as hereinafter mentioned (the fixed term and any continuation thereof being together hereinafter referred to as 'the said term') but subject to any rights and easements (if any) now existing in or over the same and to all rights and privileges in the nature of easements or quasi easements which are or have heretofore been used or enjoyed over or in respect thereof for the benefit of any adjoining or neighbouring property of the Lessor or the occupiers thereof YIELDING AND PAYING therefor during the said term the clear yearly rent of £ 2 10 s. 0 d. from the *Twenty ninth* day of *January* 1962 to the date hereof and thereafter of a peppercorn (if demanded)



COLOUR

*
hatching

2: IT IS HEREBY DECLARED that the demise hereby made shall not (except as aforesaid) be deemed to include and shall not operate to convey or demise any privileges easements rights or advantages whatsoever in through over or upon any land of the Lessor adjoining or near to the demised premises And that the Lessor shall have power at all times without obtaining any consent from or making any compensation to the Lessee to deal as the Lessor may think fit with any land or buildings adjoining opposite or near to the demised premises and to erect or suffer to be erected on such adjoining opposite or neighbouring land any buildings whatsoever and to make alterations and additions to any buildings whether such buildings alterations or additions shall or shall not affect or diminish the light or air which may now or at any time or times during the said term be enjoyed by the Lessee or other the tenants or occupiers of the demised premises or any part thereof

3. THE Lessee doth hereby covenant with the Lessor as follows :—

(a) To bear pay and discharge all land tax tithe redemption annuities and all other taxes rates duties assessments impositions and outgoings whatsoever whether parliamentary parochial or of any other description which now are or at any time during the said term shall be imposed or charged on the demised premises or the landlord or tenant in respect thereof except landlord's property tax

(b) At the expense of the Lessee at all times to keep the said static electrical transformer chamber securely ~~fenced and~~ fastened or otherwise protected in such manner as to prevent access being had thereto by the tenants or occupiers of the said Wellington Estate or by other unauthorised persons AND ALSO not to excavate any part of the said piece of land hereby demised to any extent beyond what is necessary for the execution of works to be carried out by the Lessee at the demised premises AND ALSO to deliver up to the Lessor any relic article or thing whatsoever of antiquity rarity or value which may be found or discovered in upon or under any part of the said piece of land

(c) At the like expense throughout the said term when where and so often as occasion shall require well and sufficiently to paint (in a tint approved by the Lessor) and to repair rebuild maintain ~~and~~ cleanse and keep the demised premises and all ~~walls fences pavements drains and appurtenances thereto belonging with all needful and necessary amendments whatsoever whether damage arise by fire or otherwise and to keep free from weeds and in a clean and tidy condition all such parts of the land hereby demised as shall not be built upon and particularly will at all times during the said term maintain the trees or hedges thereon and from time to time renew the same as may be required by the Lessor~~

(d) To give to the Lessor fourteen days' previous notice in writing (except only in case of emergency when as long a notice as is possible in the circumstances shall be given) before entering on the land of the Lessor for any purpose in connection with the exercise of the right hereinbefore granted to lay use maintain renew and remove such cables as aforesaid and with all expedition to repair and make good all damage done to the said land thereby or by the execution of any works in connection therewith and on every such occasion to comply with all reasonable requirements of the Lessor as to the depth at which the said cables shall be laid and the necessary works to be executed for the protection of the tenants and occupiers of the said Wellington Estate ~~and of any buildings or erections thereon and for the reinstatement of the land of the Lessor and any erections thereon on the completion of any such works~~ And to be solely responsible for and to indemnify and keep indemnified the Lessor against all actions proceedings claims demands costs damages and expenses (except such as may be due to caused by or arise out of the negligence wrongful act or default of the Lessor its servants or agents) which may be brought against or sustained by the Lessor by reason or in consequence of *anything done or to be done by the Lessee in the exercise of such rights* or the execution of any works at the demised premises or of any accident damage or injury caused by or in connection with the laying user maintenance failure renewal removal or existence of the said cables or any of them or of the said transformer structure erection or other property of the Lessee on the demised premises whether to the Lessor and its tenants and its or their servants agents licensees or invitees and its and their property or to third persons and their property PROVIDED ALWAYS that the Lessee may at its own expense defend any such proceeding action or claim in the name of the Lessor

(e) To permit the Lessor and the agents and workmen of the Lessor at all reasonable times during the said term by appointment previously made and accompanied by a representative of the Lessee to enter upon the demised premises to view the condition thereof and to take any measurements plans or sections thereof or of any part or parts thereof and to give to or leave upon the demised premises for the Lessee notice in writing of all defects and wants of repair there found And within three months next after every such notice well and sufficiently to repair and make good such defects and wants of repair

(f) At the cost of the Lessee to execute all such sanitary and other works of every description as the Lessor (in its capacity of local authority) or any other local or other authority may from time to time lawfully require to be executed upon or in connection with the demised premises under the provisions of any statute now or hereafter to be enacted whether by the owner or occupier and to discharge the whole of the expense of such works

~~(g) That the Lessee will indemnify the Lessor against all claims (if any) which may be made against the Lessor under Section 64 (3) of the Housing Act 1957 or otherwise by reason or in consequence of the extinguishment of the rights of maintaining any apparatus (as defined in the said Act) on under or over the demised premises or any part thereof and the vesting of such apparatus in the Lessor and/or of any interference by the Lessee with the enjoyment by the owners lessees and occupiers of any land and building or erection adjoining or near to the demised premises of any rights of way light drainage or other right or easement whatsoever which such owners lessees or occupiers or any of them may be or may claim to be or to have formerly been entitled to in through over upon or under the demised premises or any part thereof and against all compensation damages costs charges and expenses which the Lessor may pay or become liable to pay or may expend or incur in respect or by reason of or consequent upon any such claim as aforesaid~~

g (h) At the end or other sooner determination of the said term peaceably to leave and yield up to the Lessor the demised premises so well and sufficiently repaired rebuilt maintained ~~renewed~~ cleansed painted and kept as aforesaid subject however to the provisions of Clause 6 hereof

h (x) Not without the licence in writing of the Lessor first obtained to enter into any agreement with or give any acknowledgement to the owner or lessee of any premises adjoining opposite or near to the demised premises with reference to any easement or right enjoyed or claimed by such owner or lessee over upon or under the demised premises or enjoyed or claimed in respect of or for the benefit of the demised premises over upon or under any premises adjoining opposite or near to the demised premises

i (x) Not to assign underlet or part with the possession of the demised premises or any part thereof

j (x) That the Lessee will not during the said term without the consent in writing of the Lessor make or permit to be made any alteration in the external elevation of the said erections or structure or in the external decoration thereof except in so far as any such alterations may be necessary from time to time for the purpose of maintaining renewing and removing cables switchgear and other apparatus as aforesaid or of maintaining and repairing the demised premises or any fittings ancillary thereto or erect or permit any engine whether driven by steam oil electric energy or otherwise (except the static electrical transformer aforesaid) or any furnace or any additional building chimney or flue to be erected on the demised premises or store or permit to be stored any petrol or other specially inflammable or any explosive substance or material therein Provided that nothing herein contained shall be deemed to prevent the Lessee from storing on the demised premises oil required for use in connection with the Transformers AND ALSO will not use the demised premises or any part thereof for any purpose other than for the purpose of the housing and use therein of an enclosed static electrical transformer and any necessary fixtures switchgear and fittings ancillary thereto or in such manner as to cause whether by noise vibration or otherwise any nuisance to the Lessor or the lessees or tenants the owners and occupiers of the said Wellington Estate

or of any adjoining or neighbouring premises or the neighbourhood and to this end the Lessee shall take all necessary steps in the design installation and use of the said transformer to ensure that any noise or vibration emitted therefrom is minimised as far as reasonable

k (x) Not to exhibit or permit to be exhibited in from or upon the demised premises any advertisement or advertisement board or illuminated or other sign or anything whatever in the nature of an advertisement by display of lights or otherwise but so that nothing in this sub-clause shall prevent the Lessee from exhibiting the usual warning or danger notices and a plate giving the Lessee's name address and telephone number

4. PROVIDED ALWAYS and these presents are upon these express conditions (a) that if and whenever the Lessee shall not in all things well and truly observe perform fulfil and keep all and singular the covenants by the Lessee herein contained or (b) that if and whenever the demised premises shall cease other than temporarily to be used for the purpose of a transformer chamber in connection with the Lessee's electricity undertaking then and in any one of such cases it shall be lawful for the Lessor to re-enter into the demised premises or into any part thereof in the name of the whole and the same premises to have again re-possess and enjoy as in its former estate and the Lessee and all other

occupiers thereof thereout to expel these presents or anything herein contained to the contrary notwithstanding

5. THE Lessor doth hereby covenant with the Lessee that the Lessee observing and keeping the several covenants by the Lessee herein contained may peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person lawfully claiming through under or in trust for the Lessor

6. IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows :

(1) Either party hereto may determine this Lease either on the expiry of the fixed term or on any of the usual quarter days thereafter by giving to the other of them twelve months' previous notice in writing

(2) If either the Lessor or the Lessee shall during the fixed term desire to determine this Lease and of such desire shall give to the other not less than twelve months' previous notice in writing expiring on any quarter day then and in any such case at the expiration of such notice this Lease shall cease but subject to the rights and remedies of the Lessor for any breach of any of the covenants on the part of the Lessee herein contained Provided (A) that so long as the Lessee shall duly observe and perform the several covenants by the Lessee herein contained the Lessor will not give such notice to the Lessee unless the retention of the said transformer chamber on the land hereby demised would prevent any development or redevelopment of the Lessor's adjoining land and premises or unless the supply of electrical energy to the ^{Wellington} ~~Estate~~ aforesaid or other premises of the Lessor shall no longer be required by the Lessor or its tenants and (B) that in the event of the Lessor determining this Lease in pursuance of the provisions hereinbefore contained and the supply of electrical energy being still required to the ^{Wellington} ~~Estate~~ aforesaid or other premises of the Lessor the Lessor shall first offer or cause to be offered to the Lessee a piece of land which shall in the opinion of the Lessee be suitable as an alternative site for the said transformer chamber for a term equivalent to the number of years unexpired of the fixed term hereby granted and subject to the same terms and conditions as are herein contained so far as the same are applicable thereto and shall pay to the Lessee at the Lessor's option such sum as shall represent either

(i) the cost of the establishment on other land (whether the property of the Lessor or not) of a transformer chamber of a size and capacity equivalent to that erected on the land hereby demised and in the calculation of such sum no regard shall be had to the cost of any renewal of the electrical apparatus (other than cables) comprised in the transformer or

(ii) the difference between

(a) the balance outstanding at the date of the expiration of the notice determining this Lease of all capital moneys expended by the Lessee in the initial provision and equipment of the original transformer chamber this balance being calculated as though a sinking fund for the recovery of the capital moneys aforesaid had been established at the commencement of the term of this Lease at the rate of three per centum per annum on the basis of an amortisation period of twenty-five years and

(b) such amount as shall represent the residual value of the transformer and recoverable equipment

(3) At the end or sooner determination of this Lease the Lessee (i) may and shall if so required by the Lessor remove and take away from the said land hereby demised the said static electrical transformer and all fixtures and fittings connected therewith which may be placed on or about the demised premises (ii) shall if so required by the Lessor demolish the said structure and remove all materials from and restore the surface of the said land so far as practicable to the condition in which it was immediately before the commencement of the term hereby granted (iii) shall remove or render dead all cables *laid in pursuance of the right hereinbefore contained or otherwise* serving the demised premises the Lessee in all such events making good to the reasonable satisfaction of the Lessor all damage occasioned by such removal and/or demolition or other works as aforesaid to the demised premises or to the said land hereby demised or to any other property of the Lessor

(4) Except as otherwise in this clause provided no claim for compensation shall be made against the Lessor nor shall any compensation whatsoever be payable to the Lessee by the Lessor arising out of or in connection with any such determination of the fixed term as aforesaid or for or in respect of the execution by the Lessee of any works of removal demolition or otherwise in pursuance of the provisions of the last preceding sub-clause

(5) If any question or difference shall arise between the parties hereto touching or concerning the construction operation or effect of proviso (B) to sub-clause (2) of this clause or as to the rights duties or liabilities of the parties hereto respectively under or by virtue thereof such question or difference shall be referred to a single arbitrator to be agreed upon by the parties hereto or failing agreement to be appointed on the application of either party by the President for the time being of the Institute of Chartered Accountants The arbitrator from time to time acting hereunder shall have all the powers conferred upon arbitrators by the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

7. If any question or difference shall arise between the parties hereto touching or concerning the construction of this Lease (other than a question or difference of such a kind as is referred to in sub-clause (5) of the preceding clause) or as to the rights duties or liability of the parties hereto respectively under or by virtue thereof such question or difference shall be referred to a single arbitrator to be agreed upon by the parties hereto or failing agreement to be appointed on the application of either party by the President for the time being of the Law Society The arbitrator from time to time acting hereunder shall have all the powers conferred upon arbitrators by the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

8. IT IS HEREBY MUTUALLY AGREED AND DECLARED that subject to the provisions of Section 38 of the Landlord and Tenant Act 1954 the Lessee shall not be entitled to compensation under Section 37 or Section 59 of the Landlord and Tenant Act 1954

9. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £ 4,500

IN WITNESS whereof to one part of these presents the Lessor has affixed its Common Seal and to a counterpart thereof the Lessee has affixed its Common Seal the day and year first before written

SEALED BY ORDER

MD Hall

to
Clerk of the Council.

~~The Common Seal of The London Electricity~~
~~Board was hereunto affixed and is~~
~~authenticated by~~

~~Deputy Chairman.~~

~~Deputy Secretary.~~



Dated *twentieth January* 1966.

C 48418 .

HOUSING

WELLINGTON ESTATE, NEAR CORNER
OF VYNER STREET AND LARK ROW
THE GREATER LONDON COUNCIL

— TO —

THE LONDON ELECTRICITY BOARD

202 111 111-111

Lease

— OF —

SITE FOR ELECTRIC TRANSFORMER
CHAMBER AT

WELLINGTON ESTATE, NR. CORNER OF
VYNER STREET AND LARK ROW,
BETHNAL GREEN

TERM: 60 years.

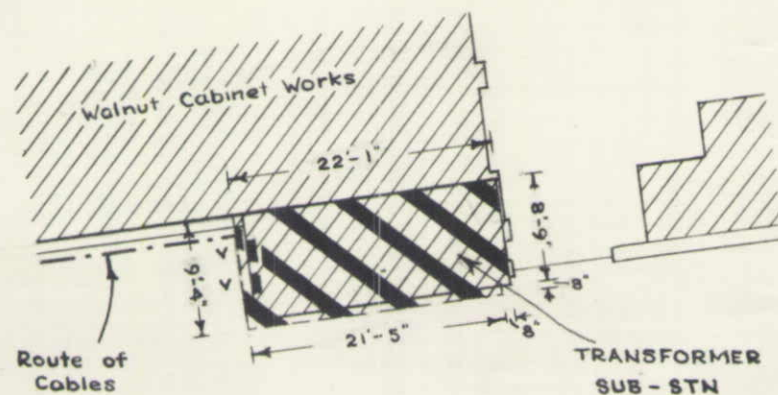
FROM: 25th December 1961

PREMIUM: £ 40.

LP@C3S/VIC/48418

82399/754

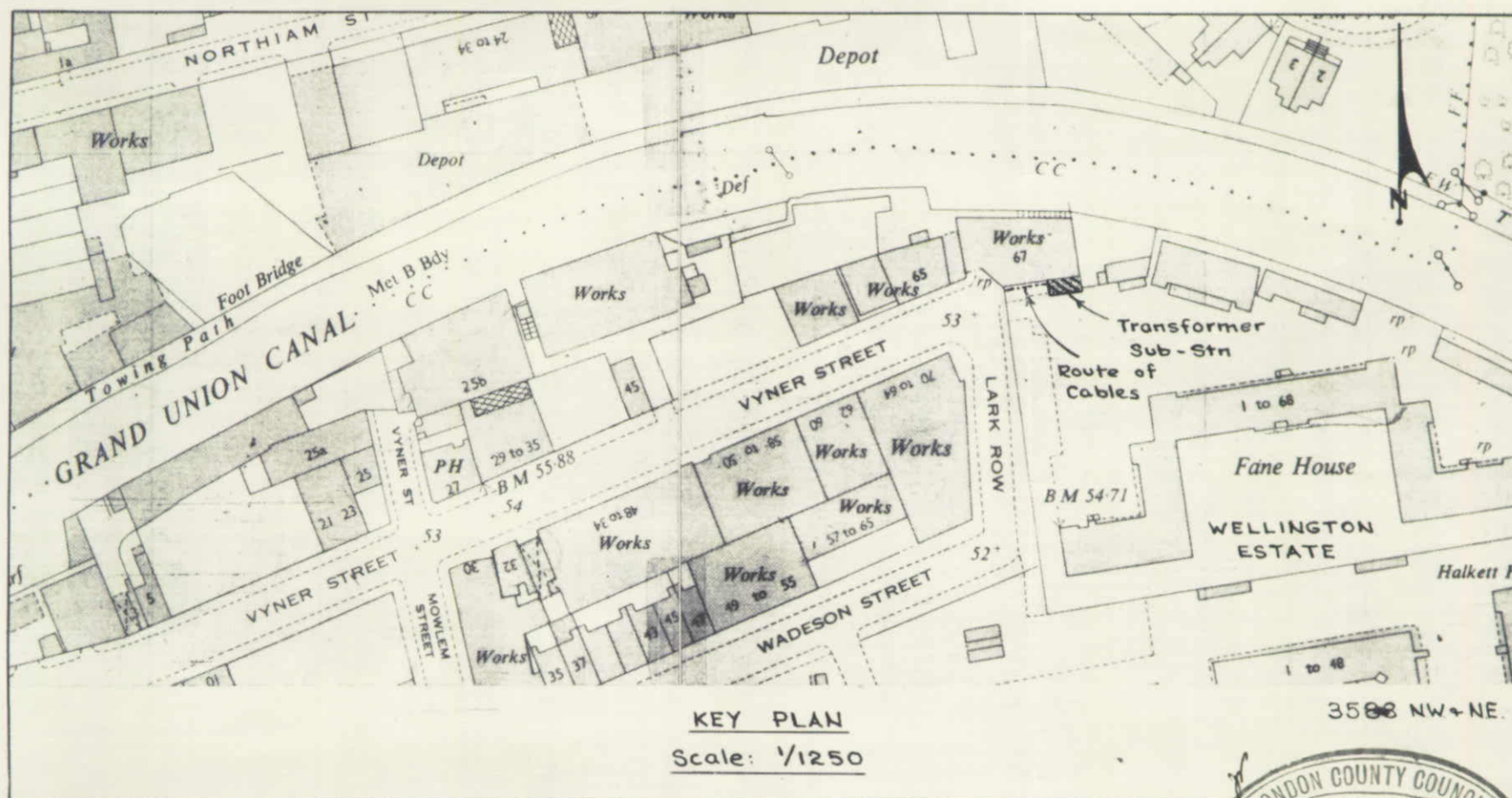
L10297



WELLINGTON ESTATE



Scale: 16 feet to 1 inch.



KEY PLAN
Scale: 1/1250

BASED UPON THE ORDNANCE SURVEY MAP
WITH THE SANCTION OF THE CONTROLLER OF
H.M. STATIONERY OFFICE.
REPRODUCED BY THE VALUER L.C.C.



3583/116