



made the

day of

August

One thousand

nine hundred and sixty six

B E T W E E N THE BRITISH RAILWAYS

BOARD (hereinafter called "the Board" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE LONDON BOROUGH OF BARNET (hereinafter called "the Lessees" which expression shall where the context so admits include their successors in title) of the other part

W I T N E S S E T H as follows :-

1. IN consideration of payment by the Lessees to the Board of the sum of THIRTY THOUSAND POUNDS (the receipt of which the Board hereby acknowledge) the erection by the Lessees of the buildings as hereinafter mentioned and of the rent and Lessees' covenants hereinafter reserved and contained the Board hereby demise unto the Lessees ALL THAT piece of land containing three acres one thousand five hundred and eighty eight square yards or thereabouts with a frontage to Russell Lane in the London Borough of Barnet in the County of Hertford as the same is delineated on the plan annexed to these presents and thereon edged blue and in part hatched brown (all such premises being hereinafter called "the demised premises" which expression shall where the context so admits include all additions or improvements hereafter made to the demised premises and all fixtures drains and other works now or hereafter thereon and the fences walls and gates and any fences walls or gates hereafter erected by the Lessees on the demised premises) EXCEPT the mines and minerals in and under the demised premises AND EXCEPT the railway tunnels of the Board below the surface of the demised premises and the works and materials thereof including access or ventilation shafts (if any) between the said tunnels and the surface of the demised premises And Excluding any right of support from mines and minerals or from the said tunnels or shafts AND EXCEPTING AND RESERVING unto the Board and all persons claiming under them or permitted by them or any other person for the time being entitled to the same :-

(a) Full right and liberty for the Board and their successors in title owners and lessees for the time being of their land adjoining the demised premises and all others authorised by them to pass and repass at all times with or without vehicles plant and machinery over that part of the demised premises hatched brown on the said plan (including that part now occupied for the purposes of an electricity sub-station from the time when such sub-station shall be removed) for all purposes necessary for the enjoyment of the said adjoining land

(b) The free running and passing of water and soil gas and electricity coming from or passing to any other building or land in and through any sewer drain watercourse pipe cable or wire now under the demised premises and the right to maintain the same and to connect thereto

(c) The right from time to time and at all times during the term hereby created:

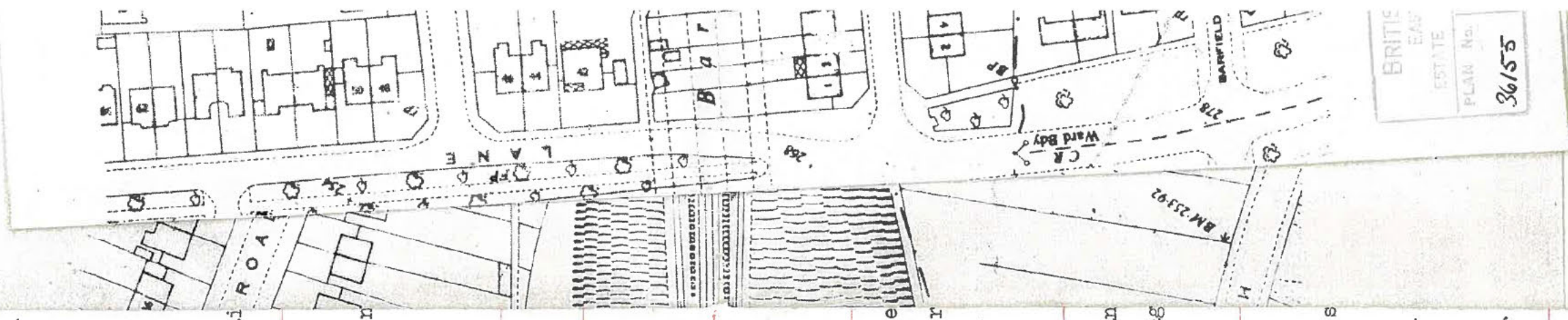
(i) to fix construct place maintain and use under the demised premises any sewer drain watercourse or pipe which may be necessary or convenient

(ii) to erect fix maintain and use under the demised premises any wires or cables which may be necessary or convenient and to attach the same to any part of the demised premises

(iii) to carry out (whether on under or from the demised premises any works which may in the opinion of the Board be necessary for the proper operation of the Board's Undertaking including works of maintenance and renewal of the existing tunnels under the demised premises

(d) The right at all reasonable times or in case of emergency at any time to enter on the demised premises for the purpose of inspecting any adjoining property of the Board and of exercising the rights reserved by paragraphs (b) and (c) hereof

(e) The power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Lessees may at any time during the term hereby created be using or enjoying (other than by virtue of these presents or of any Grant or Licence in writing from the Board) over any adjoining land as appurtenant incident or belonging to the demised premises



LONDON BOROUGH OF BARNET

SCALE — 1/1250

GALLANTS FARM ROAD

Barnet Tunnel

Allotment Gardens

3 Acres 1588 Sq. Yds.

36155 10/2/65

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RUSSELL LANE

BARFIELD AVENUE

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(f) Full right and liberty from time to time to use their adjoining and neighbouring lands in such manner as they may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to the demised premises may be thereby affected

TO HOLD the demised premises (subject to all rights and easements affecting the same and to an Agreement made the Twelfth day of January One thousand nine hundred and forty three between the London and North Eastern Railway Company of the one part and Richard Thomas Filer of the other part a Lease made the fifteenth day of March One thousand nine hundred and fifty six between the British Transport Commission of the one part and Eastern Electricity Board of the other part and an Agreement made the Ninth day of August One thousand nine hundred and fifty seven between the said Commission of the one part and the said Electricity Board of the other part) unto the Lessees for the term of NINETY NINE YEARS from the Twenty fourth day of June One thousand nine hundred and sixty five YIELDING AND PAYING therefor the yearly rent of FIVE POUNDS payable on the twenty fourth day of June in every year without any deduction the first payment to be made on the Twenty fourth day of June One thousand nine hundred and sixty six (except a deduction in respect of income tax or any other payment of an annual or recurring nature authorised to be made by any legislation for the time being in force)

2.

THE Lessees for themselves and their assigns hereby covenant with the Board in manner following that is to say :-

- (1) To pay to the Board the yearly rent hereby reserved at the times and in manner aforesaid
- (2) To pay or repay to the Board all tithe redemption annuities or other charges payable in lieu of tithe and all sewers and drainage rates and all other rates taxes charges duties impositions assessments and outgoings whatsoever as well Landlords as Tenants (except as aforesaid) now or hereafter imposed charged or assessed upon or payable in respect of the demised premises or such proportionate parts thereof respectively as shall be certified by the appropriate Rating Surveyor acting on behalf of the Board to be applicable to the demised premises where the same or any of them shall not be separately imposed charged assessed or payable

PROVIDED ALWAYS that any payment made in lieu of rates under Part V of the Local Government Act 1948 or any legislation amending or replacing the same in respect of the demised premises shall be treated as a payment of rates

(3) Prior to making any application for planning permission in respect of the demised premises to inform the Board of their intention to do so and upon obtaining such planning permission immediately to produce to the Board for noting the document granting the same and forthwith upon the receipt of any Notice or Order or any Proposal for the same from a Planning Authority to give full particulars thereof to the Board and if required to produce such Notice Order or Proposal to the Board And at their own cost at the request of the Board to make or join with the Board in making any objection or representation against or in respect of any such Notice Order or Proposal as the Board shall deem expedient

(4) To obtain all necessary consents and approvals and to commence and to complete upon the demised premises (a) the construction of residential accommodation with garages and other necessary buildings together with a road providing access thereto from Russell Lane aforesaid such works to be in accordance with the conditions set out in the Schedule hereto and (b) fences on all parts of the boundaries of the demised premises (except where abutting upon the adjoining land fronting to Russell Lane occupied as a petrol filling station and where abutting upon Russell Lane) the Lessees to give notice to the Divisional Civil Engineer of the Eastern Region of the Board Kings Cross London at least fourteen days before commencing any such fencing works

(5) Except as hereinbefore provided not to make any alterations or additions to the demised premises without the previous approval in writing of the Board and in carrying out any alterations or additions for which such approval has been given to observe and perform in relation thereto the conditions set out in the said Schedule

(6) To use the demised premises only as and for buildings and amenities for residential purposes

(7) At their own expense to comply with any requirements which may be properly made under any Act of Parliament or the Bye-Laws and Regulations of the Local or other Authority in relation to the demised premises or any works or alterations thereon

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(8) To keep the demised premises in good and substantial repair and condition to the satisfaction of the Board

(9) At all times to keep painted with good quality paint all such parts of the outside and the interior of the demised premises as have been or are usually painted and as necessity arises to make good all stucco work (if any) and to wash stop whitewash whiten paper and colour all the inside woodwork ironwork walls and ceilings of the demised premises and regrain and varnish all parts of the demised premises previously or usually grained and varnished

(10) At the expiration or sooner determination of the said term quietly and peaceably to deliver up the demised premises leaving the same in good and substantial repair and condition to the satisfaction of the Board having first (if required by the Board so to do) removed any buildings or works in respect of which permission under the Town and Country Planning Act 1962 or any legislation amending or replacing that Act may have been granted for a limited period only and having made good to the satisfaction of the Board all damage occasioned to the demised premises by or in such removal

(11) To permit the Board or their agents at all reasonable times to enter on the demised premises for the purpose of viewing and seeing the condition thereof and forthwith (so far as the Lessees are liable) to execute all repairs and works required to be done by written notice given by the Board PROVIDED THAT if such notice be not complied with within one month it shall be lawful for the Board to carry out the work referred to in such notice and the expense of carrying out such work shall be repaid by the Lessees to the Board on demand

(12) (1) Forthwith to insure and thereafter to keep insured at their own expense the demised premises from loss or damage by fire explosion tempest and aircraft (other than hostile aircraft) in some Fire Office approved by the Board in the joint names of the Board and the Lessees up to the full replacement value thereof and to produce to and (if so required) deposit with the Board the Policy of such Insurance and whenever required to produce to the Board or their Agents the receipts for the current year's premium thereon PROVIDED ALWAYS that if the Lessees shall at any time fail to insure the demised premises

or pay the premium on the Policy in accordance with this covenant the Board shall be at liberty to insure the demised premises as aforesaid and thenceforth to pay the premium payable from time to time on the Policy and the amount thereof shall be repaid by the Lessees to the Board on demand

(2) If the demised premises shall be destroyed or damaged through any of the above mentioned causes then forthwith to the satisfaction of the Board to rebuild or reinstate the demised premises and the amount received from the Insurance Company shall be applied to that purpose and if such amount shall be insufficient for that purpose to make good any deficiency out of their own money

(3) To observe and perform the conditions of the Policy of Insurance and not without the previous consent in writing of the Board and the sanction of the Insurance Company (such sanction to be produced to the Board) to do or suffer on the demised premises anything which would be likely to increase the risk of fire or explosion

(13) To release the Board their servants and agents from any liability to the Lessees and to indemnify the Board against claims by other parties in respect of injury (fatal or otherwise) loss or other damage whatever sustained by the Lessees or any other person or by the property of the Lessees or any other person in or about the demised premises (whether or not arising through the negligence of the Board or their servants or agents) by reason of the existence or use or maintenance of the said tunnels including the said access or ventilation shafts (if any) within the demised premises or within any adjoining or neighbouring land of the Board or by reason of settlement affecting the demised premises or by reason of fire vibrations landslips floods smoke or fumes being on or about or escaping from land in the ownership possession or occupation of the Board or by reason of electrical interference originating or being transmitted from the said land whether or not the origin presence escape or transmission of any of the things aforesaid be due to the negligence of the Board their servants or agents

(14) That no sign placard or advertisement whatsoever shall be fixed or placed on the demised premises other than a Notice in a form to be approved by the Board of the Lessees' name and such

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(15) Not without the previous consent in writing of the Board to assign the whole or any part of the demised premises or part with these presents and within one month after the date of the happening of any event for which a consent is given as aforesaid or of any devolution of the leasehold title to give to the Board notice and full particulars thereof in writing

(16) That no public sale or sale by auction shall be held on the demised premises

(17) (a) Not to give to any third party any acknowledgment that the Lessees enjoy the access of light or air to any of the windows or openings in the demised premises by the consent of such third party nor to pay any sum of money to or enter into any agreement with such third party for the purpose of inducing or binding him to abstain from obstructing the access of light or air to any such windows or openings And in the event of any such third party doing or threatening to do anything which obstructs or would obstruct such access of light or air to notify the same forthwith in writing to the Board

(b) To take all necessary steps to prevent and not to suffer any encroachment upon the demised premises or the acquisition of any right to light or air passage drainage or other easement over upon or under the demised premises and forthwith to give notice in writing to the Board of any threatened encroachment or attempt to acquire any such easement

(c) To permit the Board to enter upon the demised premises for the purpose of taking such of the necessary steps as are referred to in paragraph (b) of this sub-clause and to permit the Board to bring all such actions as they may think fit in the name of the Lessees in respect of the obstruction of the access of light or air to any of the windows or openings in the demised premises or in respect of any such encroachment or easement as aforesaid PROVIDED ALWAYS that the Board shall indemnify the Lessees from and against all costs losses or damage which they may suffer by reason of any act or action which the Board may do or bring under this paragraph

(18) That no earth clay or other substance shall be excavated upon the demised premises except as shall be previously approved by the

Chief Civil Engineer of the Board's Eastern Region and that no act shall be done upon the demised premises which may endanger the safety or stability of the Board's railway or property (including in particular the said tunnels and access or ventilation shafts (if any)) or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the demised premises And that nothing shall be done upon the demised premises which may be or become or grow to be a public or private nuisance or a danger annoyance or disturbance to the Board or their tenants passengers or traders or to neighbouring property or persons

(19) To permit the Board during the last six months prior to the expiration or sooner determination of the said term if they so desire to fix in a conspicuous position on the demised premises a notice board for the reletting or sale of the same and not to take down or obscure the said notice board and to permit all persons authorised by order in writing of the Board or their Agents to view the demised premises at reasonable hours in the daytime

3.

PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows :-

That if the said yearly rent or any part thereof shall be in arrear for twenty one days next after any of the said days whereon the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded or if there shall be a breach of any of the covenants on the part of the Lessees or conditions herein contained or if any assign of the Lessees being a Company shall enter into liquidation whether compulsory or voluntary (except for the purposes of amalgamation or reconstruction with a substantial paid up capital) or if any such assign not being a Company shall become bankrupt or enter into any arrangement or composition with his or their creditors whether under any Bankruptcy Act or otherwise or if the Lessees shall permit or suffer their goods or property on the demised premises or any part thereof to be taken in execution then it shall be lawful for the Board at any time thereafter into or upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have possess and enjoy as of the Board's former estate but without prejudice to any rights or remedies of the Board then subsisting

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4.

AND the Board hereby covenant with the Lessees (1) that the Lessees paying the rent hereby reserved as and when the same ought to be paid and observing and performing all the covenants and conditions herein contained and on the part of the Lessees to be performed and observed shall peaceably hold and enjoy the demised premises without any disturbance or interruption by the Board or any person or persons rightfully claiming through under or in trust for them (2) to indemnify the Lessees from and against all costs losses or damages which they may suffer by reason of any act or action which the Board may do or bring under paragraphs 1 (a) (b) (c) and (d) hereof PROVIDED ALWAYS that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall be deemed not to be a breach of this covenant and not to be in derogation from the Board's grant

5.

ANY notice in writing that under the terms of these presents is to be given to the Board shall be deemed effectively served if addressed to the Board and served upon the Estate Surveyor of the Eastern Region of the Board's railway undertaking at Great Northern House 79/81 Euston Road London N.W.1. or upon such other person as the Board may from time to time appoint for that purpose And any notice in writing that is to be given by the Board to the Lessees shall be deemed effectively served if sent through the post in a registered letter to the Town Clerk of the London Borough of Barnet or addressed to the Lessees at their last known place of business or abode in the United Kingdom as the case may require

IN WITNESS whereof the Board and the Lessees have caused their respective Common Seals to be hereunto affixed the day and year first above written

T H E S C H E D U L E

The Engineering Conditions referred to in Clause 2 (4)

In carrying out the works described in Clause 2 (4) or any subsequent works of construction and alterations to existing structures upon the demised premises the Lessees shall observe and perform the following conditions :-

1. All such works shall be in accordance with plans drawings and specifications previously submitted to and approved by the Chief Civil Engineer of the Eastern Region of the Board's undertaking or

such other person as the Board may from time to time appoint for that purpose and shall be executed under his superintendence (if so required) and to his satisfaction in all respects and to the satisfaction of any Local or Public Authority having jurisdiction in the matter

2. During the execution of any such works the demised premises shall be kept securely fenced

3. Provision to the satisfaction of the said Engineer shall be made for carrying all drainage from the demised premises into the public sewers

4. Piles required for the support of any building shall be auger bored and such piles will only be permitted in the area to the west of a line drawn 30 feet to the west of the centre line of the westernmost tunnel as now existing

5. The Engineer and all persons appointed by him shall be permitted at any time to come upon the demised premises for the purpose of inspecting any such works

(THE COMMON SEAL of the BRITISH
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A PERSON AUTHORIZED
BY THE BOARD TO ACT
INSTEAD OF THE SECRETARY.

British Rail Property Co.
General Manager
25/26 Fenchurch Lane
London EC3 1AF
Telephone 01 347 1400 Ext 1700

Controller of Legal Services,
London Borough of Ealing,
Town Hall, London,
London E14 4EG

Wt H30-79-3-10-30. EN
of 7/10/83

Dec 4 1983

Dear Sir,

CAMDEN PARK: LAND OVER EILING'S SHEDS ADJACENT TO MARSHALL LANE, SURREY
TO EILING LANE, SURREY, 10/10/83

With reference to your letter of 10th March 1983 I am not able to confirm that the Board are in the circumstances required to grant your Council permission to grant your Tenants affected by the Hearing Set 1980, under Leases for the term of the Head Lease less the last 10 days.

So that your Council may have some degree of flexibility in this matter the Board will not require advance notice of such under leases but I must make the proviso that if the Board ever need to know details of the Under Leases then your Council will supply these details on request at no cost to the Board.

I shall be grateful if you would attach a copy of this letter to the Lease dated 5th August 1985 and confirm that this is in order.

Yours

DATED

5th August

1966

~~EB-207~~

~~TO RB 322~~

BRITISH RAILWAYS BOARD

-to-

THE MAYOR ALDERMEN AND BURGESSES
OF THE LONDON BOROUGH OF BARNET

Lease

-of-

E R
H.M. LAND REGISTRY
LONDON, W.C.2.

LEASEHOLD TITLE REGISTERED
TITLE NUMBER NCH 23085

land fronting to Russell Lane
Barnet in the County of Hertford

For the term of 99 years

Commencing 24th June 1965

Expiring 23rd June 2064

Rent: £5 per annum



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Hwy 20 R 22 MT/