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Title Number IW60726

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DATED 10 June 2005

The Parish Council for the Parish of
Bembridge in the Isle of Wight
to

Southern Electric Power Distribution plc

LEASE

of land for use as an electricity substation at
High Street Bembridge
Isle of Wight

Term
Commences
Expires
Rent

21 years
10 June 2005
10 June 2026
£60.00pa

I HEREBY CERTIFY THIS
TO BE A TRUE COPY OF
THE ORIGINAL DOCUMENT

86.04.05
SSE services plc 6/9/05

Conveyancing Solicitor
SSE Services plc
Westacott Way
Littlewick Green
Maidenhead
Berkshire SL6 3QB

Ref: 11502/2/MQ
lea

THIS LEASE made the 10th day of June 2005

BETWEEN

- (1) The Parish Council for the Parish of Bembridge in the Isle of Wight ("the Landlord"); and
- (2) Southern Electric Power Distribution plc (Company registered in England & Wales under No 4094290) whose registered office is at Westacott Way Littlewick Green Maidenhead Berkshire SL6 3QB ("the Company")

WITNESSES as follows :-

1. IN consideration of the rent hereunder reserved and the covenants on the part of the Company hereinafter contained the Landlord with full title guarantee HEREBY DEMISES unto the Company ALL THAT piece or parcel of land at High Street Bembridge Isle of Wight which said piece or parcel of land (hereinafter called "the Demised Land") is with the boundaries abutments and dimensions thereof more particularly delineated on the plan annexed hereto ("the Plan") and thereon coloured pink [TOGETHER with the right for the Company its servants workmen and others authorised by them in common with all other persons having the like right within the term granted by this Deed

(a) to pass and repass with or without vehicles at all times and for all purposes and in particular to convey plant machinery and other apparatus and materials over and along the piece of land or way shown on the Plan and thereon coloured brown hatched black and to occasionally and temporarily park a motor vehicle thereon during such time as is necessary for the Company to carry out maintenance and repair work upon the electricity substation installed or to be installed upon the Demised Land (but not otherwise) or for any other purpose and

(b) to lay and use and thereafter from time to time inspect maintain repair relay supplement and remove cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (hereinafter collectively referred to as "the Cables") in and under the land in the position shown (as near as may be) coloured brown hatched black on the Plan and for any of the purposes aforesaid to enter upon such piece of land and to break up and excavate so much thereof as from time to time may be necessary and to remove and dispose of any surplus earth PROVIDED that in so doing the Company shall cause as little damage as may be to such piece of land and shall so far as practicable make good and restore the surface thereof] TO HOLD the same unto the Company for the term of **twenty-one years** from and including

YIELDING AND PAYING therefor yearly during the said term in advance the rent of **sixty pounds (£60)** (or such increased sum as may be calculated in accordance with the provisions for the review thereof set out in the Schedule hereto) the first payment to be made on the date hereof and thereafter on each anniversary of the date of commencement of the term created by this Lease.

2. THE Company HEREBY COVENANTS with the Landlord as follows:-

- (a) To pay the rent hereby reserved on the days and in manner aforesaid;
- (b) To pay and discharge all rates and taxes of an annual or recurring nature which may be charged upon or payable in respect of the Demised Land or any building erected thereon;
- (c) Not to use the Demised Land otherwise than as an electricity substation for or in connection with the transformation and distribution of electrical energy;
- (d) Not at any time during the said term to assign underlet part with or share possession of the Demised Land or any part thereof except to a body carrying on the undertaking of the Company in succession to it;
- (e) On the expiration or sooner determination of the said term quietly to yield up the Demised Land Provided that the Company shall be at liberty on or before the expiration or sooner determination of the said term to remove from the Demised Land all plant machinery apparatus and fixtures thereon thereunder or affixed thereto and the Cables from the land coloured brown hatched black.

3. THE LANDLORD HEREBY COVENANTS with the Company that the Company paying the rent hereby reserved and performing and observing the several covenants and conditions herein contained and on its part to be performed and observed:-

- (a) The Company shall and may peaceably and quietly hold and enjoy the Demised Land together with the rights hereby granted during the said term without any interruption or disturbance from or by the Landlord its successors in title or any person or persons claiming by through or in trust for it.
- (b) Not at any time during the said term to erect or construct any building wall fence or structure or plant any tree or shrub on or over or in the land coloured brown hatched black on the Plan; and
- (c) Not at any time during the said term to do or suffer to be done anything whereby the cover of soil over or the support of the Cables shall be altered or which may interfere with or prevent the free access to the Cables by the Company or render access to them more difficult or expensive or which

may cause them damage without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed for the creation of a hard standing or parking area).

4. PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall be in arrear for Twenty-one (21) days after the same shall have become due (whether legally demanded or not) or in the event of any breach of any of the covenants and agreements on the part of the Company herein contained the Landlord may re-enter upon the Demised Land and thereupon this demise shall absolutely determine but without prejudice to any rights of action or remedy of either party against the other in respect of any antecedent breach of any of the covenants on the part of either party herein contained.

5. IT IS HEREBY AGREED AND DECLARED THAT :-

(a) The expression "the Landlord" shall where the context so admits include the estate owner or owners for the time being of the reversion of the Demised Land immediately expectant on the said term and the expression "the Company" shall where the context so admits include its successors and assigns;

(b) Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa and;

(c) Where any party comprises more than one person the obligations and liabilities of that party hereunder shall be the joint and several obligations and liabilities of those persons;

(d) The Company may determine the term created by this Lease at any time after it has ceased to use the Demised Land as an electricity substation as permitted herein by giving to the Landlord not less than three months' previous notice in writing to that effect. Upon the expiration of this notice the term created by this Lease shall cease and determine and the Company shall forthwith yield up the Demised Land in accordance with the covenants contained in this Lease but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of the covenants herein contained;

(e) The rules concerning the service of notices in Section 196 of the Law of Property Act 1925 (as since amended) shall apply to any notice given in this Lease.

IN WITNESS whereof the parties hereto have duly executed this document as a Deed the day and year first before written.

THE SCHEDULE

(The Rent Review)

1. In this Schedule the following expressions shall have the meanings hereinafter assigned to them:

1.1 the "Index" shall mean the All Items Index of Retail Prices published by the Office for National Statistics or any other body upon which the duties in connection with such Index devolves

1.2 "Relevant Review Date" shall mean the 20 and every third anniversary of such date during the said term

1.3 "Review Period" shall mean any period of three years commencing on every Relevant Review Date.

2 The yearly rent payable to the Landlord shall be increased on every Relevant Review Date by the same percentage increase resulting when the Index Figure shown by the Index last published prior to the Relevant Review Date is compared with the Index Figure shown by the Index last published prior to the preceding Relevant Review Date (or if none the date of commencement of the term of this Lease) and the amount of such increase together with the amount of the yearly rent payable immediately prior to the Relevant Review Date shall be the increased yearly rent payable to the Landlord during the Review Period and shall continue to be payable until further increased or until the expiration of the term (whichever shall first occur).

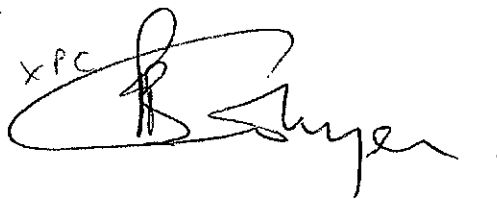
3. In the event that the Index is discontinued or is revised and re-published or a new base of 100 is established representatives of the parties hereto will meet together to establish and agree what new or revised or substituted Index shall be adopted in lieu of the Index or what new method of assessing any increase in the said yearly rent payable hereunder shall be used.

4. In the event of the parties hereto failing to agree as to what new revised or substituted Index or what new method of assessing the increase in rent shall be used the question shall be determined by an arbitrator who (failing agreement between the parties hereto) shall be nominated on the joint application of the parties hereto or if either of them shall neglect forthwith to concur in such application of the other of them by the President for the time being of the Royal Institution of Chartered Surveyors or his Deputy and the arbitrator shall have full power to determine the increased yearly rent payable to

the Landlord hereunder as from the expiration of the relevant year subsequent to the date of the rent demand.

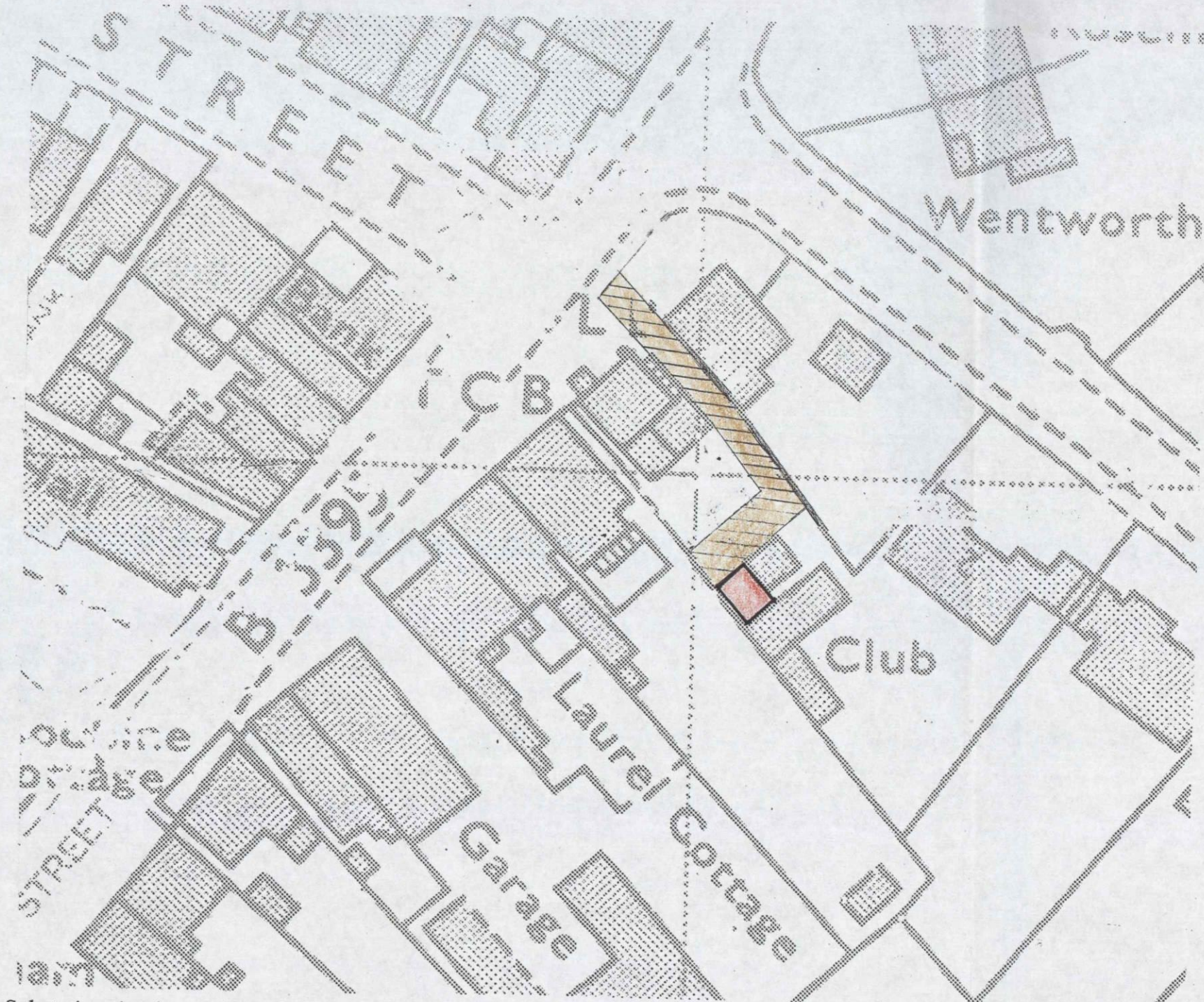
5. The Company hereby covenants with the Landlord that if the rent shall be increased in pursuance of this Schedule the Company will as from the commencement of the Review Period pay the increased rent at the times and in the manner aforesaid and the rent as so increased shall remain payable until the same shall be further increased pursuant to the provisions hereof or until the expiration of the term hereby granted (whichever shall first occur).

EXECUTED by an Officer of)
BEMBRIDGE PARISH COUNCIL)
authorised by and at the request)
of the Chairman in the presence of:)

XPC  X

CHAIRMAN
SIGNATURE } X Denise P. Glanville
NAME } X DENISE CRANNUM
ADDRESS } CEDAR COTTAGE
SLOANIS RD.
BEMBRIDGE
PO 35 STR.

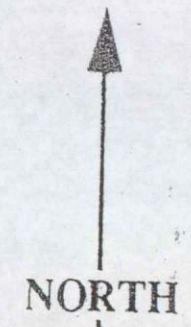
SITE PLAN
SCALE :- 1/500



Substation site shown pink.

Access with cables shown brown hatched black.

BLOCK PLAN
SCALE :- 1/25000



Original Issue:-
Date:-13th January 2005
Revision:-



Ordnance Survey Grid Reference :- SZ 6450 8828



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	Title:- Electricity Substation at:- High Street, Bembridge, Isle of Wight.		Drawing no.:- IOW/ 02760	
	Additional Information:-		Scale:- As Above	Wayleave Officer:- M.J. Bailey