

C60/149/FT8

DATED 6th July 1961

THE OFFICIAL CUSTODIAN FOR CHARITIES AND THE TRUSTEES OF THE BRADING TOWN TRUST

— to —

THE SOUTHERN EMPORTRI CITY BOARD

COUNTERPART

*Lease*

of land situate in the North East corner of land surrounding the new Town Hall at Brading in the Isle of Wight.



RECEIVED  
85-86-87 Walter Gray & Co.,  
Charity Comm. Secy,  
Isle of Wight.

C60/149

CHARITY COMMISSION 1366/61

In the matter of the Charity called THE BRADING TOWN TRUST, in the Parish of Brading, in the Isle of Wight; and  
In the matter of the Charities Act, 1960

THE CHARITY COMMISSIONERS FOR ENGLAND AND WALES, upon the application of the Trustees of the above-mentioned Charity, DO AUTHORIZE the said Trustees within six calendar months from this date to grant and execute the intended lease of part of the estate of the said Charity upon the engrossment whereof this Order is written and a copy whereof (identified by the official seal of the Commissioners and by the number .29307 is deposited in the office of the Commissioners.

SEALED by Order of the Commissioners this second day of May 1961



*J. MacL. Armstrong*

ASSISTANT COMMISSIONER



# This Lease

57.  
I denote  
Lpt  
R

is made the Sixth day  
of July One thousand


nine hundred and sixty-one B E T W E E N THE OFFICIAL CUSTODIAN FOR CHARITIES (hereinafter called "the Official Custodian") of the first part and CHARLES ATTRILL CHARLES LEONARD FOWLER JAMES RIDDICK GEORGE WILKINS ERNEST ARTHUR MAIN HALL and HAROLD CLARENCE RAYNER all of Brading in the Isle of Wight being all the Trustees of the Brading Town Trust (hereinafter called "the Charity" and the Trustees being hereinafter called "the Trustees") of the second part and THE SOUTHERN ELECTRICITY BOARD whose principal office is situate at Southern Electricity House Littlewick Green in the County of Berks (hereinafter called "the Lessees" which expression shall include their successors and assigns) of the other part

### W H E R E A S :-

- (1) The premises hereby demised are part of the property of the Charity and held on charitable trusts
- (2) By a Scheme (hereinafter called "the Scheme") established by the Board of Charity Commissioners for England and Wales (hereinafter called "the Board") on the Thirteenth day of May One thousand eight hundred and ninety the said premises were with other property vested in the Official Trustee of Charity Lands for all the estate and interest previously vested in the Trustees of the Charity in trust for the Charity
- (3) By virtue of Section 48 Sub-section (6) of the Charities Act 1960 the said premises became vested in the Official Custodian
- (4) This Lease has been approved and ordered to be executed by a resolution duly passed at a duly constituted Meeting of the Trustees convened for that purpose pursuant to Section 34 of the Charities Act 1960 and is intended to be executed by such a majority of them as is defined by the said Act

### N O W T H I S D E E D W I T N E S S E T H as follows :-

- 1. I N consideration of the rent and of the covenants on the part of the Lessees hereinafter reserved and contained the Trustees under the authority of an Order of the Charity Commissioners for England and Wales endorsed hereon and in the name and on behalf of the Official Custodian hereby demise unto the Lessees A L L T H A T piece or parcel of land situate in the North East corner of the land surrounding the new Town Hall at Brading in the Isle of Wight which is situate at the junction of West Street and High Street at Brading aforesaid and having a measurement of

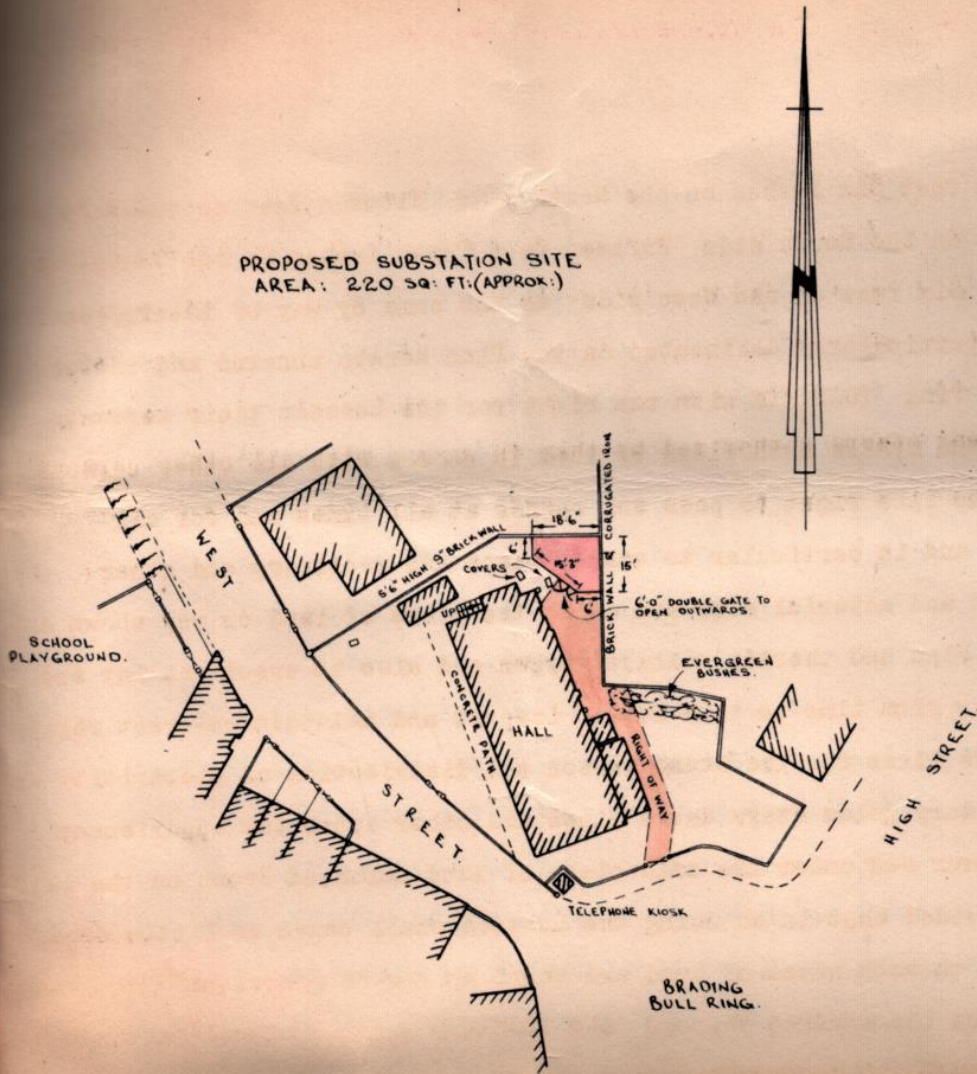


Eighteen feet Six inches on the North side Fifteen feet on the East side  
Six feet on the South side Fifteen feet Three inches on the South-West  
side and Six feet on the West side as the same by way of identification  
is more particularly delineated on the Plan hereto annexed and thereon  
coloured Pink TOGETHER with the right for the Lessees their servants  
workmen and others authorised by them in common with all other persons  
having the like right to pass and repass at all times and for all  
purposes and in particular to convey plant and machinery and other  
apparatus and material over and along the piece of land or way shown on  
the said Plan and thereon coloured Brown and also to erect and lay and  
thereafter from time to time repair inspect and maintain re-erect relay  
and remove lines for the transmission and distribution of electricity and  
the necessary poles stays ducts pipes and other apparatus appurtenant  
thereto over and under the said piece of land coloured Brown on the said  
Plan Provided that in so doing the Lessees 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 AND TOGETHER with the right to erect a  
gate in the South Western boundary of the demised land so that such gate  
shall open outwards over the said land coloured Brown on the said Plan  
T O H O L D the demised land unto the Lessees for the term of  
NINETY-NINE YEARS from and including the *Twenty fourth* day of *June*  
One thousand nine hundred and sixty-one YIELDING AND PAYING therefor  
yearly during the said term the rent of TWO POUNDS TEN SHILLINGS the  
first of such payments to be made on the *Twenty fourth* day of *June*  
One thousand nine hundred and sixty-one \_\_\_\_\_

2. THE Lessees hereby covenant with the Trustees and as a separate  
covenant with the Official Custodian as follows :- \_\_\_\_\_

- (1) To pay the said yearly rent hereby reserved at the times and in the  
manner at and in which the same is hereby reserved and made payable  
without any deduction except as aforesaid \_\_\_\_\_
- (2) To pay all rates taxes charges duties burdens assessments outgoings  
and impositions whatsoever of an annual or recurring nature whether  
parliamentary parochial local or otherwise which now are or shall  
at any time be charged rated assessed or imposed upon or in respect  
of the demised land or any part thereof respectively (except  
Landlord's property tax) \_\_\_\_\_
- (3) (a) To erect upon the demised land at the Lessees' own cost an outdo \_\_\_\_\_

PROPOSED SUBSTATION SITE  
 AREA: 220 SQ. FT. (APPROX.)



ORDNANCE SURVEY MAPS: XCVI: N.W. & S.W.  
 SCALE: 6" TO 1 MILE.

Reproduced from (or based upon) the  
 Ordnance Survey Map with the Sanction of  
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 SOUTHERN ELECTRICITY BOARD,  
 MAIDENHEAD.

## SOUTHERN ELECTRICITY BOARD

PROPOSED SUBSTATION SITE  
 WEST STREET, BRADING, I.W.

SCALE	1/500 <sup>th</sup> & 6" TO 1 MILE	DRN BY	M. O.
DATE	6 <sup>th</sup> DEC. 1960.	TRD BY	M. O.
APPD BY	<i>[Signature]</i>	CHKD BY	<i>[Signature]</i>

DRAWING NO  
 5P1/189.

SITE RE-POSITIONED  
 DEC. 60.

electricity sub-station and to use the demised land for such sub-station and for no other purpose whatsoever except with the written consent of the Trustees (and the Official Custodian if necessary)

(b) To erect and during the said term maintain at the Lessees' own cost chain link fencing of a height of approximately Four feet six inches secured to concrete posts on the Southern South-Western and Western boundaries of the demised land

(c) At the Lessees' own cost to comply at all times with all requirements in respect of the said sub-station made by Statute or local Byelaw

(4) During the said term to keep the demised land in a clean and tidy condition and not to obstruct the said land over which the Lessees have a right of way

(5) Subject to the Lessees' rights under Clause 4 (2) hereof at the end or sooner determination of the said term peaceably to surrender up to the Trustees the demised land in a clean and tidy condition in accordance with the covenant hereinbefore contained

(6) To perform and observe all obligations which the Trustees by reason of being the owner or Lessor of the demised land may be liable to perform and observe during the said term by virtue of any Act or Acts of Parliament or of any statutory direction or requirement of any public or local authority

(7) To indemnify the Trustees against all proceedings costs and expenses incurred by reason of the fact that the sub-station to be established upon the demised land or any works erected or operated thereon or anything done by the Lessees upon the demised land which shall be or become a nuisance or otherwise cause damage to third persons Provided that the Trustees shall as soon as practicable give notice in writing to the Lessees of any such proceedings costs and expenses brought made or threatened against the Trustees and shall not settle adjust compromise or defend such proceedings costs and expenses without the consent of the Lessees Provided that the Lessees may at their own expense settle adjust compromise defend or take over the conduct of any such proceedings costs and expenses in the name of the Trustees and the Trustees shall give such information or assistance as the Lessees may reasonably require

(8) Not to assign underlet or part with the possession of the demised

land or any part thereof without the consent of the Trustees which consent shall not be unreasonably withheld

(9) To provide and construct such manholes or make such other provision as the Lessees may consider necessary for inspection and repair of cable and lines and conduits or pipes laid under the said land over which a right of way is hereby granted and so often as it shall be necessary to excavate or open up the said land to reinstate the same as soon as possible in a good and workmanlike manner so that the Trustees and their tenants may enjoy a right of way over the same as heretofore

5. THE Trustees hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants and agreements hereinbefore contained shall and may peaceably hold and enjoy the demised land and the rights hereby granted for the said term without any disturbance or interruption by the Trustees or any person lawfully claiming under or in trust for them

4. PROVIDED ALWAYS AND IT IS HEREBY DECLARED AND AGREED that

(1) If the rent hereby reserved or any part thereof shall be in arrear for the space of Twenty-one days next after the same shall have become due (whether legally demanded or not) or in case there shall be a breach or non-observance of any of the covenants herein contained and on the part of the Lessees to be observed and performed then and in every such case the Trustees may immediately or at any time afterwards (notwithstanding that they may have waived or not put in force any prior cause of forfeiture) enter upon the demised land and repossess and enjoy the same as of their former estate and thereupon the term hereby granted shall cease and determine but without prejudice to the rights and remedies of the Trustees under any of the covenants provisoes and agreements herein contained

(2) Upon the determination at any time of the said term the Lessees may remove from the demised land all machinery apparatus poles wires cables and lines and conduits or pipes installed therein And the Lessees hereby undertake that all such machinery apparatus poles wires cables and lines and conduits and pipes shall be removed and all damage caused by such removal made good to the reasonable satisfaction of the Trustees within one month of the determination of the said term

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in

respect of which the amount or value or the aggregate amount or value of  
the consideration exceeds Three thousand five hundred Pounds \_\_\_\_\_

I N W I T N E S S whereof the Trustees in the name and on behalf  
of the Official Custodian and of themselves have hereunto set their  
respective hands and seals and the Lessees have caused their Common Seal  
to be hereunto affixed the day and year first before written \_\_\_\_\_

THE COMMON SEAL of THE SOUTHERN ELECTRICITY  
BOARD is hereunto affixed and is  
authenticated by :-

Deputy Chairman.

Secretary.



Seal Register No.  
9180

