

**DATED** \_\_\_\_\_ **20**

[ ]

to

[ ]

**LE A S E**

of substation site (outdoor freestanding) and easements

at

[ ]

*This is the City of London Law Society Land Law Committee Substation lease for an outdoor freestanding substation site. Please see <http://www.citysolicitors.org.uk/clls/committees/land-law/> for the guidance note as to its use.*

**LAND REGISTRY PRESCRIBED CLAUSES**

<b>LR1. Date of lease</b>	
<b>LR2. Title number(s)</b>	LR2.1 Landlord's title number(s)
	LR2.2 Other title numbers
<b>LR3. Parties to this lease</b>	Landlord
	[ ] (company no.[ ]) whose registered office is at [ ].
	Tenant
	[ ] (company no.[ ]) whose registered office is at [ ].
<b>LR4. Property</b>	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.
	As specified in Part 1 of the Schedule of this lease and defined in this lease as "the Premises". See the exclusion of rights in clause 8.8.
<b>LR5. Prescribed statements etc</b>	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.
	[None.]
	LR5.2 This lease is made under, or by reference to, provisions of:
	[None.]
<b>LR6. Term for which the Property is leased</b>	The Term as specified in this lease at clause 2.
<b>LR7. Premium</b>	[One Pound (£1.00).]
<b>LR8. Prohibitions or restrictions on disposing of this lease</b>	This lease contains a provision that prohibits or restricts dispositions.
<b>LR9. Rights of acquisition etc</b>	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other

	land
	[See clause 8.5.] [None.]
	LR9.2 Tenant's covenant to (or offer to) surrender this lease
	See clause 7.
	LR9.3 Landlord's contractual rights to acquire this lease
	None.
<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	As specified in clause 5.
<b>LR11. Easements</b>	LR11.1 Easements granted by this lease for the benefit of the Property
	As specified in Part 2 of the Schedule to this lease.
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
	None.
<b>LR12. Estate rentcharge burdening the Property</b>	None.
<b>LR13. Application for standard form of restriction</b>	None.
<b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b>	[None.]

**THIS LEASE** made on the date and between the parties stated in the Land Registry prescribed clauses

1. **DEFINITIONS AND INTERPRETATION**

In this lease, the following definitions apply:

- 1.1 **"Act"** means the Electricity Act 1989;
- 1.2 **"[Blue Land (Access rights)]" "[Brown Land (Access and line rights)]" "[Green Land (Ventilation rights)]"** and **"[Yellow Land (Line rights)]"** means the land so coloured on the Plan, which form part of the Landlord's Property (if any such colours are shown on the Plan);
- 1.3 **"Building"** means the building or other structure erected on the Premises which houses the equipment for the transformation and distribution of electrical energy and any fixtures attached to the exterior of such building or structure;<sup>1</sup>
- 1.4 **"Easements"** means the rights set out in Part 2 of the Schedule;
- 1.5 **"Electric Lines"** has the meaning given in Section 64(1) of the Act including all communication cables used in connection with the Undertaking;
- 1.6 **"Electrical Plant"** has the meaning given in Section 64(1) of the Act;
- 1.7 **"Group Company"** means a company which is a member of the same group as the Tenant within the meaning of section 42(1) of the Landlord and Tenant Act 1954 and which also holds a licence granted under section 6(1)(c) of the Act;
- 1.8 **"Landlord"** means the party named as Landlord in the Land Registry prescribed clauses and includes any person or body for the time being entitled to the immediate reversion to this lease;
- 1.9 **"Landlord's Property"** means the land contained within the Landlord's title number referred to in LR2.1;
- 1.10 **"Plan"** means plan number [ ] annexed to this lease;

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<sup>1</sup> This definition of "Building" refers to the enclosure for the substation equipment, not a building belonging to the landlord. This lease is intended for a freestanding substation structure that is not attached to or part of any building of the landlord. If the substation is attached to or forms part of the landlord's building, this lease will need to be amended. The authors of this lease standard intend in due course to launch an equivalent of this lease for a substation that is attached to or forms part of the landlord's building.

- 1.11 "**Premises**" means the land described in Part 1 of the Schedule, which forms part of the Landlord's Property;
- 1.12 ["**Supports**" means the necessary poles and stays and other means of support and apparatus as the Tenant reasonably requires for the overhead Electric Lines in the approximate positions shown by [red symbols<sup>2</sup>] on the Plan];
- 1.13 "**Tenant**" means the party named as Tenant in the Land Registry prescribed clauses and includes its successors in title;
- 1.14 "**Term**" means the term of years created by this lease and any statutory continuation of it;
- 1.15 "**Undertaking**" means an electricity distribution business licensed under section 6(1)(c) of the Act carried on by the Tenant or any Group Company;
- and the following rules of interpretation apply:
- 1.16 a reference to a statute or statutory provision includes any amendment, extension or re-enactment of it and any subordinate legislation and all orders, notices, codes of practice and guidance for the time being in force made under it;
- 1.17 an obligation on a party not to do something includes an obligation not to agree to or knowingly permit that thing to be done;
- 1.18 where any party to this lease comprises more than one person, any obligations on that party are to be joint and several;
- 1.19 unless the context otherwise requires, where the words "**include(s)**" or "**including**" are used in this lease, they are deemed to have the words "**without limitation**" following them;
- 1.20 a reference to a clause, paragraph or schedule is to a clause or paragraph of or schedule to this lease and a reference to this lease includes its schedules.

## 2 **DEMISE**

In consideration of the Tenant's payment to the Landlord of [ONE POUND (£1)] on the date of this lease and the Tenant's agreement to enter into the covenants in this lease,

the Landlord hereby leases to the Tenant with full title guarantee<sup>3</sup> all of the Premises,

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<sup>2</sup> The symbols may vary for each operator.

<sup>3</sup> Limited or no title guarantee should be given where for example the Landlord is a trustee or an insolvency practitioner.

together with the Easements for the benefit of the Premises and the Undertaking and which may be exercised by the Tenant and all those authorised by it, where appropriate, in common with all others having or granted similar rights,

for the Term of [99]<sup>4</sup> years commencing on the date of this lease at an annual rent of a peppercorn (if demanded).

### 3 TENANT'S COVENANTS

The Tenant covenants with the Landlord that it shall:

- 3.1 pay the reserved rent (if demanded) without any deduction or set-off on [1 January] in every year, and the first payment to be made on the date of this lease;
- 3.2 indemnify the Landlord against liability for any rates and taxes which may now or in the future be separately levied upon or payable in respect of the Premises, for which the Landlord promptly gives the Tenant notice of:
  - (a) the receipt of any demand for such rates or taxes; and
  - (b) any proposal for the separate assessment of rates or taxes whether made by the Landlord or (upon the Landlord becoming aware of it) by any third party;
- 3.3 not use the Premises otherwise than for the purposes of the Undertaking<sup>5</sup>;
- 3.4 not assign, underlet, part with or share the possession of the whole or a part of the Premises, but may without the consent of the Landlord-
  - (a) assign or underlet the whole of the Premises to a company or body to which the operation of the Undertaking is transferred;
  - (b) underlet part of the Premises to a company or body operating an electricity distribution business licensed under section 6(1)(c) of the Act on terms that are consistent with the provisions of this lease;
  - (c) share the occupation of the whole or part of the Premises with a company that is a Group Company for so long as it remains a Group Company and no relationship of landlord and tenant is created; and

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<sup>4</sup> This is subject to agreement between the parties.

<sup>5</sup> "Undertaking" will include the electrical transformer substation and ancillary equipment and utilities.

(d) grant licences to occupy the whole or part of the Premises to third parties for the purposes permitted by this lease, but so that no relationship of landlord and tenant is created between the Tenant and the licensee;

provided that the Tenant shall notify the Landlord within [21 days] of the Landlord's reasonable request of the identity of any tenant or occupier of the Premises and of any dealing with the Premises with full copies of the relevant document;

3.5 only exercise the Easements and carry out works under this lease in a proper and workmanlike manner and in accordance with the Landlord's reasonable requirements and so as not to cause avoidable damage to the Landlord's Property;

3.6 make good at the Tenant's own cost all damage caused by the exercise of the Easements and the carrying out of works under this lease to the reasonable satisfaction of the Landlord;

3.7 comply with all relevant statutory requirements in relation to its occupation and use of the Premises and the operation and condition of the Electric Lines and the Electrical Plant;

3.8 give the Landlord reasonable prior notice of its intention to carry out works to the Landlord's Property in exercise of the Easements, except in the case of emergency when no notice can be given;

3.9 at such time as this lease comes to an end for whatever reason, yield up the Premises in accordance with the Tenant's covenants in this lease, remove the Electrical Plant from the Premises, decommission and make safe the Electric Lines and make good to the reasonable satisfaction of the Landlord all consequential damage to the Premises and to the Landlord's Property (but without being obliged to re-surface the Premises or replace planting);

3.10 insure with a reputable insurer (or self-insure) against third party and public liability and produce to the Landlord on demand (but no more than once a year) evidence of such insurance (as appropriate);

3.11 keep in good repair:

3.11.1 the Premises; and

3.11.2 the Electric Lines and the Electrical Plant constructed on the Premises (unless made safe or removed in accordance with clause 3.9);

3.12 [provide reasonable co-operation if the Landlord wishes to enter the Premises to comply with its covenant in clause 5.2;]

3.13 indemnify the Landlord against all damage, costs, expenses, proceedings and liabilities (a **Landlord's Claim**") that are the reasonably foreseeable consequence of:

- (a) any breach of the Tenant's obligations under this lease; or
- (b) any default or negligence that arises in the exercise of any of the Easements,

except to the extent that the Landlord's Claim arises out of the default or negligence of the Landlord, its servants or agents. Clause 4 shall apply to a Landlord's Claim.

#### **4 CONDUCT OF LANDLORD'S CLAIM<sup>6</sup>**

4.1 The Landlord shall in relation to a Landlord's Claim:

- (a) give to the Tenant notice as soon as practicable after the Landlord becomes aware of it;
- (b) consult with the Tenant and have regard to the Tenant's reasonable representations;
- (c) give the Tenant such assistance and co-operation as the Tenant may reasonably request in the Tenant's conduct of any litigation or other dispute resolution process; and
- (d) take reasonable steps to mitigate loss.

4.2 The Tenant shall pay the Landlord within 14 days of receipt of a written demand (supported by a valid invoice) the reasonable costs properly incurred by the Landlord in giving the assistance and co-operation specified in clause 4.1(c).

4.3 The Landlord shall pay, or if appropriate give credit to, the Tenant for any sum or other form of redress recovered by the Landlord that is directly referable to the Landlord's Claim, of the following amounts, whichever is the less:

- (a) an amount equal to the sum or the value of other redress recovered by the Landlord (less any out-of-pocket costs and expenses properly incurred by the Landlord in doing so); and
- (b) the amount paid, or to be paid, by the Tenant under the indemnity in clause 3.13.

#### **5 LANDLORD'S COVENANTS**

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<sup>6</sup> Clauses 4 and 6 are intended to be reciprocal so if a change is made to one, the equivalent change should be made to the other.

The Landlord covenants with the Tenant (including for the benefit of the Undertaking) that it shall:

- 5.1 allow the Tenant lawfully and peaceably to enjoy the Premises and the Easements throughout the Term without interruption or disturbance by the Landlord or any person claiming through, under or in trust for the Landlord;
- 5.2 [maintain<sup>7</sup> any part of the Landlord's Property that lends support or shelter to the electricity substation, in such a condition that does not prejudice the safety or operation of the Electric Lines and the Electrical Plant and, in performing this obligation, it shall:
- (a) comply with the Tenant's reasonable requirements in relation to health and safety and the protection of the Electrical Plant;
  - (b) only enter the Premises if accompanied by the Tenant; and
  - (c) if it requires entry to the Premises, pay to the Tenant a reasonable call-out charge, unless there are reasonable grounds to believe that the Tenant is in breach of its obligations under this lease;]
- 5.3 [not without the consent of the Tenant (such consent not to be unreasonably withheld or delayed):
- (a) erect or extend any building or other structure:
    - (i) underneath or within [5] [15] metres on either side of the overhead Electric Lines;
    - (ii) [which would encroach within 3 metres of the foundations of any of the Supports or upon the ground supporting them];
  - (b) plant any timber or other tree within a distance of [4.8] [10] [12.5] metres of the overhead Electric Lines;
  - (c) raise the level of the ground beneath the overhead Electric Lines (including their area of sway or swing) or within a distance of [ ]<sup>8</sup> metres on either side of the overhead Electric Lines [or within an area of land surrounding each of the Supports to a distance of [ ] metres from them]; or
  - (d) permit any vehicle, machinery or plant to approach or pass under the overhead Electric Lines, unless a clear space of not less than [1.5] [3.7] [4.8] metres can be

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<sup>7</sup> The nature of this obligation will vary depending on the nature of the Landlord's Property and the parties' maintenance and repairing responsibilities.

<sup>8</sup> Settle on each transaction.

and is at all times maintained between any conductor forming part of the overhead Electric Lines and the combined height of all parts of any such vehicle, machinery or plant and any person riding them;]<sup>9</sup>

5.4 with respect to the Brown Land and the Yellow Land (referred to in this clause 5.4 as “the relevant Land”) and for the protection of the Easements:

- (a) not do anything on the relevant Land which would interfere with or damage any Electric Lines (or its ducts) retained or laid by the Tenant in the exercise of the Easements; but shall:
  - (i) take all reasonable precautions to prevent damage or injury; and
  - (ii) inform the Tenant as soon as practicably possible upon becoming aware of any such damage or injury;
- (b) not alter or cover the existing level or surface of the relevant Land in such a way as to make the laying of, or access to, any Electric Lines or duct impracticable or materially more difficult unless, after the initial laying of the Electric Lines, the laying or relaying of surfaces of an intended or existing road, footpath or other access on a part of the relevant Land using appropriate materials is required or appropriate;
- (c) [without prejudice to clause 5.4(b), not erect any building or structure on the relevant Land (other than such as are shown on the Plan);<sup>10</sup>]
- (d) [not without the consent of the Tenant (such consent not to be unreasonably withheld or delayed) install any pipe, drain, sewer, cable, wire or other apparatus on, through or in the relevant Land; and]
- (e) not plant any trees on or which might grow over, on to or so as to fall upon any part of the relevant Land;
- (f) [not excavate the relevant Land to a level lower than 0.35 metre below the surface:
  - (i) without giving reasonable written notification to the Tenant;
  - (ii) unless a representative of the Tenant has been allowed an opportunity to attend the carrying out of the excavations; and
  - (iii) unless there is compliance with the reasonable directions of the Tenant given to protect the Electric Lines];

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<sup>9</sup> Only include clause 5.3 where relevant.

<sup>10</sup> The acceptability of this depends on the extent of the relevant Land (as defined).

- (g) [as soon as reasonably possible at its own expense lay ducts to carry the Electric Lines beneath the parts of the relevant Land, as may be reasonably required by the Tenant and to the Tenant's reasonable satisfaction;]
  - (h) not otherwise do anything on the relevant Land [or Blue Land], which will hinder or obstruct access to the Electric Lines [or Supports] or the exercise of the Easements;
- 5.5 not interfere with or obstruct the free flow of air through the means of ventilation of the Building to the extent required for the safe and efficient operation of the electrical transformer substation;
- 5.6 not interfere with or reduce the right of support and protection for the Building, or the Electric Lines [or Supports];
- 5.7 be responsible for the making up and maintenance of the roads and footpaths [at the Landlord's Property] which give, or will give, access to and from the Premises, until such time as those roads and footpaths are adopted by the local highway authority as a highway maintainable at the public expense;
- 5.8 indemnify the Tenant against all damage, costs, expenses, proceedings and liabilities (a "**Tenant's Claim**") that are the reasonably foreseeable consequence of any breach of the Landlord's obligations under this lease [or of any planning agreement relating to the Landlord's Property], except to the extent that the Tenant's Claim arises out of the default or negligence of the Tenant, its servants or agents. Clause 6 shall apply to a Tenant's Claim.

## 6 **CONDUCT OF TENANT'S CLAIM**<sup>11</sup>

- 6.1 The Tenant shall in relation to a Tenant's Claim:
- (a) give to the Landlord notice as soon as practicable after the Tenant becomes aware of it;
  - (b) consult with the Landlord and have regard to the Landlord's reasonable representations;
  - (c) give the Landlord such assistance and co-operation as the Landlord may reasonably request in the Landlord's conduct of any litigation or other dispute resolution process; and
  - (d) take reasonable steps to mitigate loss;

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<sup>11</sup> Clauses 4 and 6 are intended to be reciprocal so if a change is made to one, the equivalent change should be made to the other.

- 6.2 The Landlord shall pay the Tenant within 14 days of receipt of a written demand (supported by a valid invoice) the reasonable costs properly incurred by the Tenant in giving the assistance and co-operation specified in clause 6.1(c);
- 6.3 The Tenant shall pay, or if appropriate give credit to, the Landlord for any sum or other form of redress recovered by the Tenant that is directly referable to the Tenant's Claim, of the following amounts, whichever is the less:
- (a) an amount equal to the sum or the value of other redress recovered by the Tenant (less any out-of-pocket costs and expenses properly incurred by the Tenant in doing so); and
  - (b) the amount paid, or to be paid, by the Landlord under the indemnity in clause 5.8.

## 7 REDEVELOPMENT/ LIFT AND SHIFT

It is hereby agreed and declared by and between the parties as follows:

7.1 In this clause 7, the expression:

- (a) **Alternative Site** and **Alternative Route(s)** mean respectively such site and route(s) within the Landlord's Property<sup>12</sup> as near as possible to the Premises and the land the subject of the Easements respectively, as shall be required by the Tenant pursuant to the procedure set out in this clause;
- (b) **Develop** includes develop, redevelop and the carrying out of any other works and "**Development**" shall be construed accordingly;
- (c) **Notice** means the notice which the Landlord is entitled to serve pursuant to clause 7.2;
- (d) **Quotation** means a quotation (to be prepared by the Tenant in accordance with all regulatory requirements which apply to its Undertaking) for the cost of the works which will be required to facilitate the Landlord's proposals set out in the application to be made pursuant to clause 7.3(a);

7.2 If the Landlord shall during the Term desire to Develop the Landlord's Property and it is reasonably required for such Development to include the whole or part of the Premises and/or the land the subject of the Easements, the Landlord shall be entitled to serve prior written notice on the Tenant to move the Electrical Plant from the Premises and/or the Electric Lines from the land the subject of the Easements, to an alternative location and/or routes.

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<sup>12</sup> Consider expanding reference, if it is a development incorporating third party land.

7.3 If a Notice is served, the following terms and conditions shall apply:

- (a) the Tenant shall provide the Landlord with the form of application for the relevant works in the prescribed form with details of the person to whom the application should be submitted so that the Landlord's proposals can be considered and a Quotation be supplied;
- (b) In the event that the Landlord accepts the Quotation in the period specified in the Quotation, the Landlord shall with full title guarantee (subject to investigation and approval of title by the Tenant's solicitor, such approval not to be unreasonably withheld or delayed) by deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Landlord) and without payment of any consideration by the Tenant, let to the Tenant an Alternative Site and easements in respect of the Alternative Route(s), such lease to be for a period equal to the unexpired residue of the Term of this lease and otherwise to be substantially in the same form of and contain substantially the same provisions and covenants (mutatis mutandis) as are contained in this lease with such changes as are reasonably required and the Tenant shall on the grant of the lease execute a counterpart;
- (c) Subject to no event or circumstance beyond its reasonable control preventing or delaying it from doing so but as soon as practicable after the grant of such lease to the Tenant in respect of the Alternative Site and the Alternative Route(s), the Tenant shall (in the following order of events):
  - (i) complete the erection of an electricity substation on the Alternative Site and laying or construction and installation of any necessary Electric Lines along the Alternative Route(s) and bring them in to use;
  - (ii) remove so far as necessary the Electrical Plant from the Premises and the Electric Lines from the land the subject of the Easements required to be released, or render them dead; and
  - (iii) deliver up the Premises to the Landlord with vacant possession;
- (d) The procedure set out in the preceding sub-clauses may be repeated as often as the Landlord so requires if any Quotation is not accepted by it within the specified period;
- (e) The Landlord shall, to the extent that it has not already paid for them in the process of accepting the Quotation, be liable for and pay to the Tenant within a reasonable period the costs, charges and expenses reasonably and properly incurred or sustained by the Tenant in or arising out of:

- (i) the construction and installation of an electricity substation on the Alternative Site and the laying or construction and installation of inter alia Electric Lines along the Alternative Route(s);
- (ii) the removal of the Electrical Plant from the Premises and of Electric Lines from the land the subject of the Easements required to be released, or rendering them dead as aforesaid;
- (iii) the preparation and completion of the documentation required in respect of the lease of the Alternative Site and easements in respect of the Alternative Route(s) and the yielding up of the Premises and such of the Easements required to be released including where applicable stamp duty land tax and all Land Registry fees for registering/noting them on the relevant title(s).

## 8 **CONDITIONS**

The parties agree to the following conditions:

- 8.1 All Electrical Plant, Electric Lines and other equipment provided or installed by the Tenant in, upon, under or over the Premises, or in the ducts or under the Brown Land and the Yellow Land are to remain the property of the Tenant; the Tenant may exchange, vary or remove them at its absolute discretion at any time during the Term in accordance with the provisions of this lease and subject to the Tenant making good any damage caused to the reasonable satisfaction of the Landlord.
- 8.2 (a) A notice served under or in connection with this lease must be in writing and is to be treated as properly served if compliance is made with the provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962); but where there is inconsistency with an express provision of this lease, the express provision is to prevail.  
  
(b) Service of notices on the Tenant is to be made on the company secretary at the Tenant's then registered office.  
  
(c) A notice is not to be treated as properly served for the purposes of this lease if it is left for the Tenant on or in the Premises, or if it is left for the Landlord on the Landlord's Property.
- 8.3 The Tenant shall apply to HM Land Registry to register this lease and both parties shall deal promptly and properly with any requisitions raised by HM Land Registry.

- 8.4 Nothing contained in this lease shall prejudice, restrict or otherwise affect the statutory rights, powers and duties of the Tenant, or the means by which it exercises those rights and powers or performs those duties pursuant to its Undertaking.
- 8.5 [The Landlord will on the written request of the Tenant made not less than six months before the expiration of the Term grant to the Tenant, a lease of the Premises for a further term of 60 years<sup>13</sup> commencing on the expiration of the Term at no premium and containing the same covenants and conditions as are contained in this lease (subject to such changes as may be reasonably required by the Landlord), but omitting this option to renew; the Tenant having exercised the option to renew shall on the grant of the renewed lease execute a counterpart.<sup>14</sup>]
- 8.6 The Tenant may terminate this lease at any time after the date on which the Tenant ceases permanently to require the Premises for the purposes of an electrical transformer substation, by the Tenant giving to the Landlord not less than [three] months' previous notice to that effect. Upon expiration of the notice, this lease is to cease and determine, but without prejudice to the rights and remedies of either party against the other in respect of any breach of the covenants and agreements in this lease; but the Tenant is to be permitted access to the Premises after the termination of this lease for a reasonable period to comply with its obligations in clause 3.9.
- 8.7 Nothing in this lease creates any rights benefiting any person who is not a party to this lease under the Contracts (Rights of Third Parties) Act 1999.
- 8.8 The operation of section 62 of the Law of Property Act 1925 is excluded in relation to this lease and the Tenant shall not have the benefit of any easement, right or privilege over any other part of the Landlord's Property or any adjoining or neighbouring property of the Landlord, other than those granted pursuant to this lease.

## 9 DISPUTE RESOLUTION

- 9.1 Either the Landlord or the Tenant may refer a dispute in connection with this lease to the respective nominated managers of each for resolution, both of whom are to use their reasonable endeavours to resolve the dispute in the first instance as soon as reasonably practicable. A nominated manager must be a senior representative empowered to make executive decisions on behalf of the party he or she represents.

Delivered as a deed on the date stated in the Land Registry prescribed clauses.

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<sup>13</sup> See paragraph 7(2) Schedule 15 to Law of Property Act 1922.

<sup>14</sup> Only include if agreed in heads of terms. Alternatively, a longer term in this lease may be granted.

## THE SCHEDULE

### Part 1

#### The Premises

All that parcel of land at [ ] and with its dimensions shown and coloured [pink] on the Plan.

### Part 2

#### The Easements

- 1 With or without vehicles, trolleys, plant, materials and equipment, to pass and repass at all times and for all purposes over and along the [Blue Land], [the Brown Land] and through any gates, doors or barriers across them, from and to a public highway, and to park vehicles on the roads which are comprised in such area[s] so far as is necessary for the exercise of the rights set out in this part of the Schedule subject to not unduly obstructing the roads nor to causing any undue congestion or inconvenience to other users.
- 2 To open outwardly gates or doors installed in or along the boundary of the Premises [as shown on the Plan].
- 3
  - (a) To:
    - (i) lay underground Electric Lines under, through and along the [Brown Land] and/or the [Yellow Land]; and
    - (ii) construct and erect overhead Electric Lines on the Landlord's Property in the approximate position shown by a [red] line on the Plan;

and thereafter to use, retain, maintain, inspect, examine, test, repair, alter, relay, exchange, renew, replace, supplement and remove the Electric Lines;

- (b) To enter upon and break up the surface of the [Brown Land and/or the Yellow Land] to the extent necessary to allow the Easements to be exercised, subject to reinstating the surface to a reasonable standard;
  - (c) To enter the unbuilt upon parts of the Landlord's Property with or without vehicles, contractors' plant, apparatus and equipment, but only to the extent necessary to exercise the Easements;
  - (d) [To allow the overhead Electric Lines to swing and sway over the Landlord's Property;]
  - (e) [To construct, erect, use, maintain, adjust, repair, alter, reconstruct, re-erect, renew, supplement, inspect, examine, test and remove the Supports;]
  - (f) To fell, lop or top from time to time (acting in accordance with good forestry practice, any applicable tree preservation order and other relevant statutory requirements) all timber and other trees, shrubs and roots now or in the future on the Landlord's Property, which would (if not felled, lopped or topped) obstruct or interfere with the construction, erection, maintenance or operation of the Electric Lines [or Supports], and to remove all resulting waste.
- 4 In connection with the installation in or removal from the Premises of apparatus, equipment and Electric Lines, to use such hoists, cranes and other lifting apparatus over the Landlord's Property as may be reasonably necessary.
- 5 To take in and expel air from the Building through the means of ventilation installed in the Building [over the Green Land] as is sufficient for the safe and efficient operation of the Electrical Plant and to enter onto so much of the Landlord's Property as may be necessary to maintain or replace the means of ventilation.
- 6 [To discharge surface water from the Building onto the Landlord's Property.]
- 7 The right of support and protection for the Electric Lines [, the Supports] and the Building from the adjoining Landlord's Property and (if any) buildings on it, and to project the eaves of the Building over them.
- 8 To enter so far as may be reasonably necessary (but subject to prior appointment with relevant occupiers, except in case of emergency when no appointment can be made) the adjoining land of the Landlord and (if any) buildings on it for the purposes of inspecting, maintaining and repairing the Building and the boundaries of the Premises.
- 9 To make noise and cause vibrations from the normal operation of the Electric Lines and/or the Electrical Plant within the operating limits prescribed by statutory requirements, without the

Landlord having a right to object, bring a claim against or seek compensation from the Tenant.

EXECUTED AS A DEED by

acting by:

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Director

Director/Secretary

EXECUTED AS A DEED by

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Director/Secretary