

UK Power Networks Ref: A14 EI-68

**Wayleave Agreement** made the                      day of                      2018

BETWEEN: [REDACTED]

Grantee [REDACTED]

IT IS AGREED as follows:-

**1.- DEFINITIONS**

**"the Company"** includes its Subsidiaries, Associated Companies, successors and assigns

**"the Grantor"** includes its tenants, licensees and employees

**"the Plan"** means the plan annexed hereto

**"the Property"** means the land shown on the Plan and situate north of the A14, adjacent Lone Tree Avenue

**"the Works"** means the works shown on the Plan and described in the Schedule

**2.- THE RIGHTS**

THE Grantor hereby grants consent for the Company:-

- (a) To install, maintain, inspect, alter, renew, remove and retain the Works and to enter the Property at all reasonable times (or at any time in the case of emergency) with or without vehicles plant or machinery for such purposes
- (b) To fell or lop in a woodman like manner any tree or hedge on the Property which obstructs or interferes with the Works

**3.- THE COMPANY'S COVENANTS**

THE Company shall:-

- (a) Not cause any unnecessary damage or injury to the Property and shall take all reasonable precautions to avoid obstruction or interference with the use of any road or footpath sewer drain or watercourse that may be crossed by the Works
- (b) Make good to the reasonable satisfaction of the Grantor any damage caused by or arising out of the execution of the Works. If for any reason any such damage cannot be made good the Company shall compensate the Grantor in an amount which has previously been approved by the Company
- (c) Give to the Grantor not less than three days' previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended exercise of any of the rights conferred by Clause 2 above
- (d) During the continuance of this Agreement pay to the Grantor in respect of the consent hereby given annual sums in accordance with current figures published from time to time by the Energy Networks Association (excluding payments in relation to underground cables which are not published by the ENA)
- (e) At all times keep the Grantor indemnified against all losses, damages and expenses reasonably foreseeable at the date of this Agreement which he suffers or incurs by reason or on account of any breach of this Agreement including any negligent act or omission of the Company in connection with the execution or existence of the Works provided that this indemnity shall not extend to any such losses damages or expenses to the extent caused by the default of the Grantor

4.- THE GRANTOR'S COVENANTS

THE Grantor shall not:-

- (a) Do or cause or permit to be done on the Property anything likely to cause damage or interference of any kind to the Works
- (b) Make or cause or permit to be made any material alteration to the Property so as to interfere with or obstruct the access to the Works or so as to interfere with the support afforded to the Works by the surrounding soil without the prior written consent of the Company

5.- TERMINATION

This Agreement shall remain in force for a period of 15 years from the date hereof and thereafter until determined at the expiry of not less than twelve months' previous written notice given at any time by either party but without prejudice to the rights which the Company might exercise under the Electricity Act 1989

THE SCHEDULE

- ~~(a) THE placing of an overhead electric line consisting of three or four conductors together with any ancillary apparatus across the Property in the line indicated in the approximate position shown on the Plan~~
- ~~(b) THE erection of x pole and any necessary stays and appliances for the purpose of supporting the above mentioned electric line in the approximate positions indicated on the Plan~~
- (c) THE placing of underground cable(s) for transmitting electricity at a frequency of 50 hertz and at pressures of 430 volts and low voltage telephone and signalling cables such cable(s) to be in the approximate position indicated by dashed blue lines on the Plan , amounting to approximately 60m or thereabouts.
- ~~(d) THE siting of a distribution substation upon the Property in the approximate position indicated on the Plan together with all purpose access thereto.~~
- ~~(e) THE placing of an underground earthwire and pins in the approximate position shown on the Plan~~

THE parties hereto have set their hands the day and year first above written

SIGNED BY [Redacted] (Grantor's Signature).....  
*(please also sign plan)*

SIGNED BY [Redacted] (Grantor's Signature).....  
*(please also sign plan)*

SIGNED BY [Redacted] (Grantor's Signature).....  
*(please also sign plan)*

SIGNED BY [Redacted] (Grantor's Signature).....  
*(please also sign plan)*

SIGNED [Redacted] (Agent's Signature).....

