

Ref: 5443c

TL4366 4653

Tel: 02079465678, E-mail: consents.farms@boltonfarms.co.uk

## Wayleave Agreement

made the 24 day of Feb 2018

BETWEEN: **D L Bolton** ("the Grantor") of Borheam Hall, The Chase, Borheam, Chelmsford, CM3 3DQ of the one part and

**Eastern Power Networks pie** whose registered office is Newington House, 237 Southwark Bridge Road, London, SE1 6NP ("the Company") of the other part.

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 situated at **Borheam Hall**

"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) On the completion of this Agreement pay the Grantor a total one-off payment of **£150.00**
- (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 two, 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 and appliances for the purpose of supporting the above mentioned electric line in the approximate positions indicated on the Plan by a red circle (pole) or 'T' (stay)~~

~~(c) THE placing of x underground cable(s) for transmitting electricity at a frequency of 50 hertz and at a pressure of volts and low voltage telephone and signalling cables such cable(s) to be in the approximate position indicated, by a red broken line, on the Plan.~~

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

SIGNED BY

(Grantor's Signature).....  
(please also sign plan)

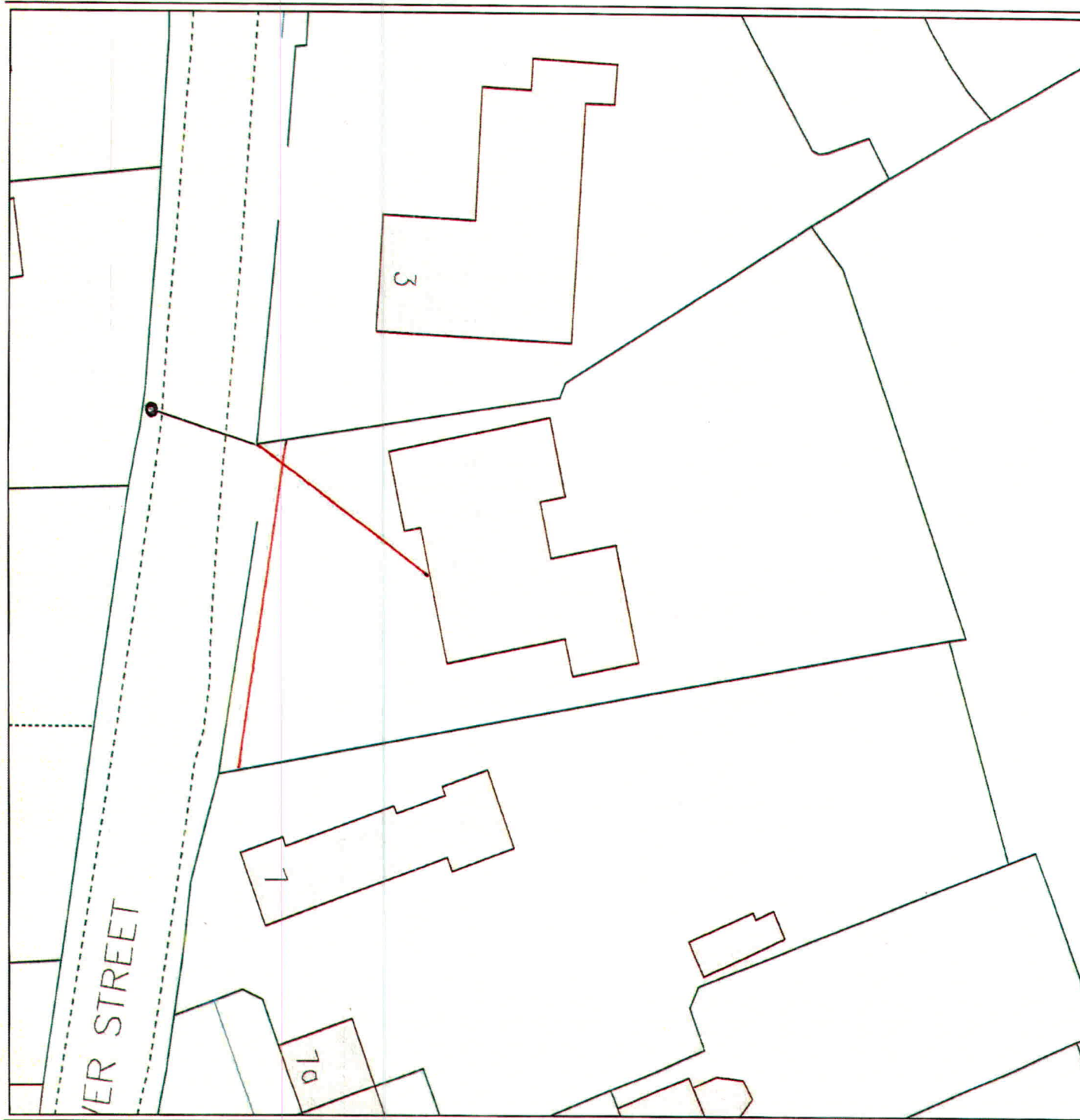
*Barbara Pinton*

SIGNED BY

(Agent's Signature).....

*[Signature]*

For and on behalf of Eastern Power Networks plc  
Tel: 03301 591841,  
E-mail: consents.epn@ukpowernetworks.co.uk



WAYLEAVE



Barbara Pointon

	Existing	Proposed
Overhead Line - EHV		
Overhead Line - HV		
Overhead Line - LV		
Underground Cable - EHV		
Underground Cable - HV		
Underground Cable - LV		
H-Pole(s)		
Pole(s)		
Stay(s)		
Substation		
Tower/Pylon		

Site: 5 Lower Street, Thriplow, Cambs, SG8 7RJ

Drawing No.: 5443c

Plotted On: 17/01/2018 Map Centre : TL 4366 4653

Scale : 1:400

Drawn by : Kristina Green

Buried earthing conductor may be laid from any pole. This is not a precise record. In the interest of Safety, advice should be sought from UK Power Networks (Operations) Limited before any excavation is attempted in the vicinity of underground cables.

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