

COUNTERPART
Dated 17 April 2018

REDROW HOMES LIMITED

- to -

SOUTH EASTERN POWER NETWORKS PLC

DEED OF GRANT

of easements for underground electric lines at

Temple Waterfront, Medway, Rochester, Kent ME2 S22

DEED OF GRANT OF EASEMENTS

COUNTY : Kent : Medway

TITLE NUMBER(s) : TT39637

PROPERTY : Herne Bay Golf Club Bullockstone Road Herne Bay
CT6 7PG

THIS DEED OF GRANT is made 17 April 2018

BETWEEN:

- (1) **REDROW HOMES LIMITED** of Redrow House, St Davids Park, Flintshire CH5 3RX (Company Number 01990710) ("**Grantor**" together with its successors in title to the Grantor's Land)
- (2) **SOUTH EASTERN POWER NETWORKS PLC** whose registered office is at Newington House, 237 Southwark Bridge Road, London SE1 6NP (Company Number 3043097) ("**Company**" together with its successors and assigns)

1. DEFINITIONS AND INTERPRETATION

1.1 In this deed the following definitions shall apply:

Easement Land: means

- (a) the land shown for identification purposes only coloured yellow and edged brown on the Plan, and
- (b) (until it becomes maintainable at public expense) any part or parts of the Grantor's Land which are intended to become a street or streets maintainable at public expense.

Electric Lines: has the meaning given in Section 64(1) of the Electricity Act 1989 including all communication cables used in connection with the Undertaking.

Grantor's Land: means the land registered under the Title Number mentioned above.

Group Company means a company which is a member of the same group as the Company within the meaning of section 42 of the Landlord and Tenant Act 1954 and which also holds a licence granted under section 6(1) of the Electricity Act 1989.

Plan: means the drawing annexed.

Rights means the rights granted to the Company in this deed.

Undertaking means an electricity distribution business licensed under section 6(1)(c) of the Electricity Act 1989 carried on by the Company or any Group Company.

- 1.2 Any obligation in this deed on a party not to do something includes an obligation not to agree to or knowingly permit that thing to be done.
- 1.3 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.
- 1.4 Unless the context otherwise requires, where the words "include(s)" or "including" are used in this deed, they are deemed to have the words "without limitation" following them.

2. GRANT OF RIGHTS

The Company has paid the Grantor One Pound (£1.00) on the date of this deed and in exchange the Grantor with full title guarantee now grants to the Company and all those authorised by it the Rights (which are to be held by the Company in fee simple for the benefit of the Undertaking):

- 2.1 to lay underground Electric Lines under through and along the Easement Land and thereafter to use retain maintain inspect examine test repair alter relay renew replace supplement and remove the Electric Lines;
- 2.2 at all reasonable times (save in the case of an emergency) to enter upon and break up the surface of the Easement Land to the extent necessary to allow the

Rights to be exercised subject to reinstating the surface to a reasonable standard;

- 2.3 to enter the Grantor's Land as is not built upon or intended to be built upon with or without vehicles contractors plant apparatus and equipment at all times and to park vehicles on the Grantor's Land but only to the extent necessary to exercise the Rights and including along the route shown edged brown on the Plan subject to not obstructing the Grantor's Land;
- 2.4 to enjoy the benefit of support for the underground Electric Lines from the subjacent and adjacent land of the Grantor;
- 2.5 to fell lop or top from time to time (acting in accordance with good forestry practice and any applicable tree preservation order) all timber and other trees shrubs and roots now or in the future on the Grantor's Land which would (if not felled lopped or topped) obstruct or interfere with the laying and maintenance or operation of the Electric Lines and if requested by the Grantor the Company will remove all such timber and other wood felled lopped or topped;
- 2.6 to enter that part of the land edged in brown on the Plan where the substation is located at ground floor level (the **Substation Land**) from time to time whenever necessary to install erect affix use and thereafter alter add inspect maintain repair renew supplement and remove such equipment as the Company requires on the Substation Land;
- 2.7 to enter on to the Substation Land to read any meters which are situate on the Substation Land; the Grantor having provided the Company with whatever means are now or will become necessary to access the Substation Land;
- 2.8 for the Company and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the land edged brown on the Plan.

3. **COMPANY'S OBLIGATIONS**

The Company covenants with the Grantor that it will:

- 3.1 give the Grantor reasonable prior notice of its intention to carry out works on the Grantor's Land except in the case of emergency where no notice is required;
 - 3.2 when carrying out works pursuant to Rights to do so diligently and in a good and workmanlike manner;
 - 3.3 not cause any unnecessary damage or disturbance to the Grantor's Land when exercising the Rights and will to the reasonable satisfaction of the Grantor make good all damage that may be caused by the Company in exercising the Rights;
 - 3.4 to comply with all relevant statutory requirements in relation to the operation of the Electric Lines and upon abandonment of the whole or any part of the Electric Lines to render the abandoned part permanently safe
 - 3.5 exercise the Rights in accordance with the Company's statutory obligations.
 - 3.6 to indemnify the Grantor against all damage costs expenses proceedings and liabilities ("**Claims**") that at the date of this deed are the reasonably foreseeable consequence of any negligence or other wrongful act or omission that (a) is a breach of the terms of this Deed, or (b) arises in the exercise of any of the Rights except such Claims as are due to or arise out of the negligence or wrongful act or omission of the Grantor its servants or agents.
- 3.6.1 The Grantor Shall:
- (a) give the Company written notice of any Claims as soon as practicable upon the Grantor becoming aware of any Claim
 - (b) not admit liability to any third party or make any offer to settle the same without the consent of the Company (such consent not to be unreasonably withheld or delayed)
 - (c) allow the Company to conduct in the name of the Grantor any litigation or other dispute resolution process giving to the Company such assistance and co-operation as the Company reasonably may require it paying the fair and reasonable costs of the Grantor of providing such co-operation; and

(d) take reasonable steps to mitigate the Claims.

3.6.2 If the Grantor shall subsequently recover (whether by payment, discount, credit saving, relief or other benefit whatsoever) a sum that is directly referable to the fact matter event or circumstance giving rise to the Claims the Grantor (as the case may be) shall immediately pay to the Company the sum that is the lesser of

(a) an amount equal to the sum recovered or the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Grantor in recovering the same; and

(b) the amount paid by the Company under this indemnity.

4. GRANTOR'S COVENANTS

The Grantor covenants with the Company (with the intention of binding all parts of the Grantor's Land and in order to benefit and protect the Undertaking and the Rights):

4.1 Not to do anything on the Easement Land which would interfere with or damage any Electric Lines (or its ducts) retained laid or erected by the Company under this deed and to take all reasonable precautions to prevent such damage;

4.2 Not to do anything on the Easement Land which would lessen or interfere with the support afforded to any Electric Lines by the surrounding soil including minerals;

4.3 Not to either alter or cover the existing level or surface of the Easement Land or any part of it in such a way as to make the laying of or access to the Electric Lines impracticable or more difficult than it is at the date of this deed Provided That and it is hereby agreed and declared that nothing in this clause shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the Easement Land as forms the site of an intended or existing road or footpath or other access after the initial laying of Electric Lines thereunder pursuant to the rights and liberties hereby granted;

- 4.4 Not to erect any building or structure (including foundations) on the Easement Land (other than as shown on the Plan);
- 4.5 Not to plant any trees on or which might grow over or on to any part of the Easement Land;
- 4.6 Not to excavate the Easement Land to a level of beneath 0.35 metres in without reasonable prior written notification being given to the Company and giving a representative of the Company an opportunity to attend such excavations and the Grantor must abide by the reasonable directions of the Company given in relation to such excavations for the protection of the Electric Lines.

5. REGISTRATION

- 5.1 The Company shall apply to the Land Registry to register this deed and the Rights and both parties shall deal promptly and properly with any requisitions raised by the Land Registry.

6. NOTICES

- 6.1 Any notice served under or in connection with this deed is to be in writing and 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) unless inconsistent with the express provisions of this deed whereupon such express provisions shall prevail and in the case of the Company it is served on the company secretary at the Company's then registered office;
- 6.2 A notice will not be deemed served under this deed if it is left for the Company on or in the Easement Land or if it is left for the Grantor on the Grantor's Land.

7. STATUTORY POWERS

Nothing contained in this deed shall prejudice, restrict or otherwise affect the statutory rights, powers and duties of the Company as an electricity distribution

network operator or the means by which it exercises those rights and powers or performs those duties pursuant to its Undertaking.

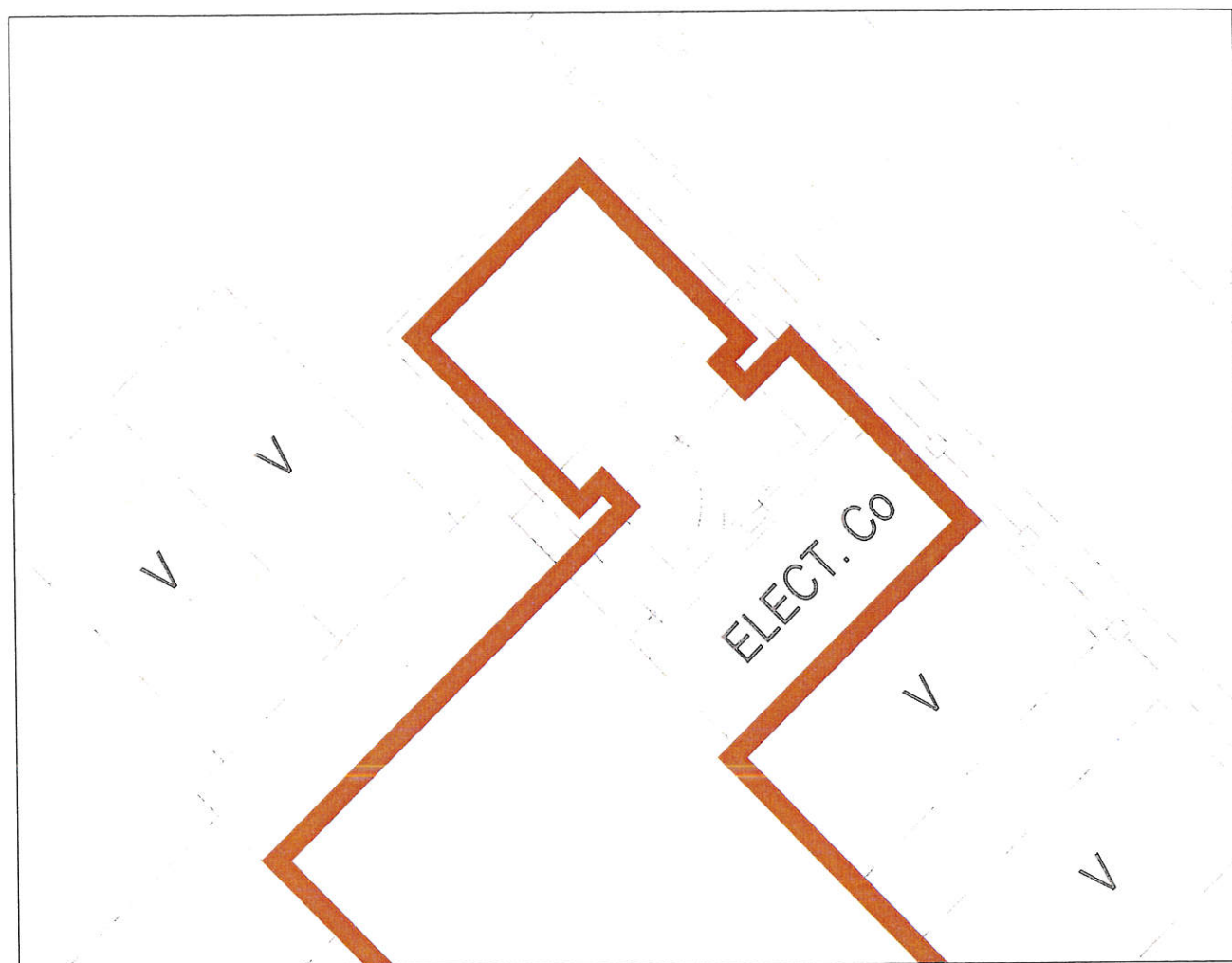
8. DISPUTES

Any dispute or difference arising under the provisions of this deed shall be submitted to arbitration in the manner provided by the Arbitration Act 1996 or any subsisting statutory modification or re-enactment thereof.

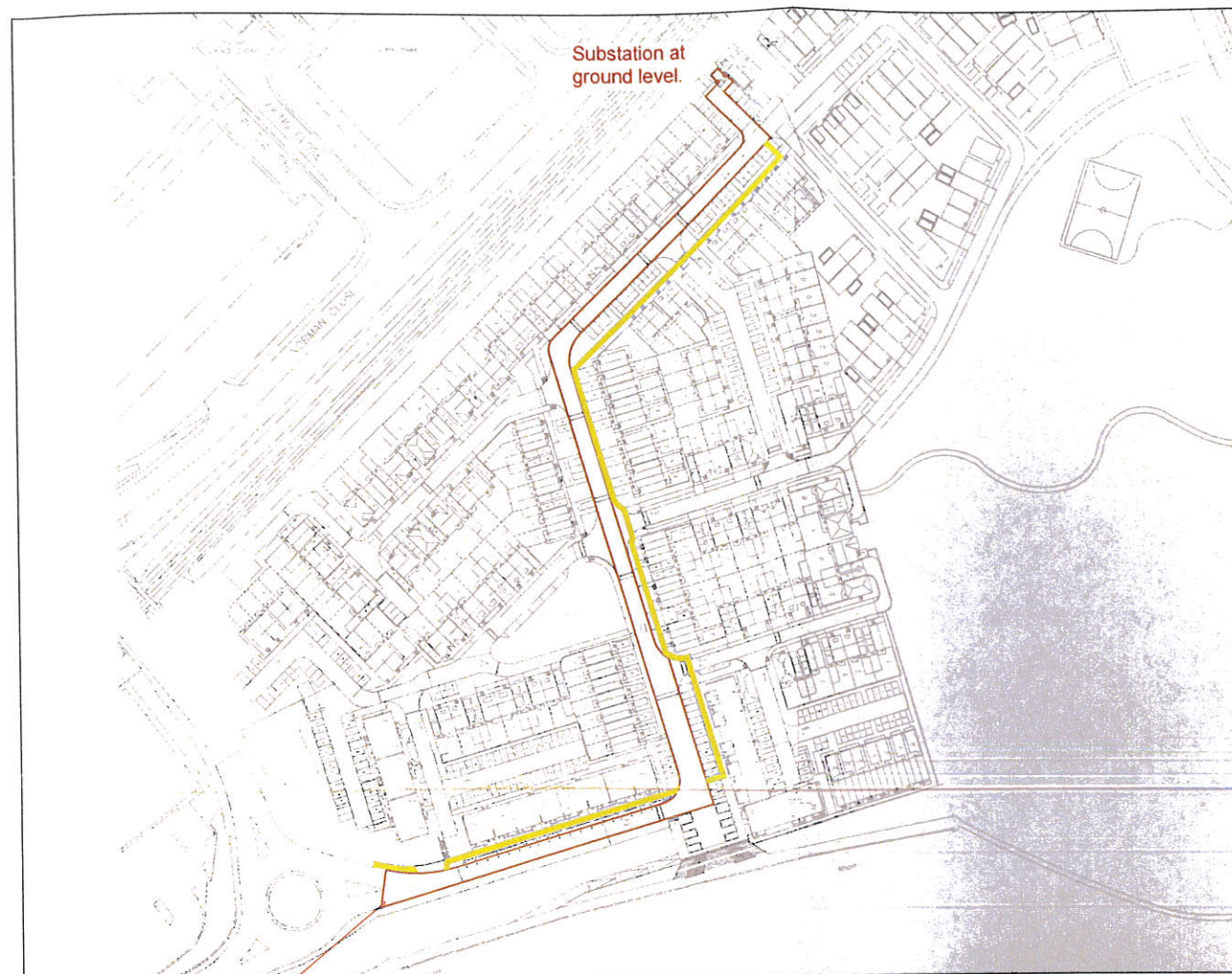
9. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in this deed creates any rights benefitting any person under the Contracts (Rights of Third Parties) Act 1999 other than a Group Company.

This deed takes effect from the date of this deed.



Substation Access Plan ~ Scale 1:100



Location Plan ~ Scale 1:2500

Any locked gates/barriers on access route to be fitted with a dual locking arrangement for UK Power Networks 24-hour unrestricted personnel access.

Key.

Access for Cables.

24 Hour Access for Men, Materials and Cables



4	HV route revised	M East (SSE)	01/09/2017
3	Substation rotated.	M Evans (SSE)	15/08/17
2	Amended as per UKPN template.	M Evans (SSE)	28/02/17
1	HV route and s/s position amended.	M Evans (SSE)	18/11/2016
Rev	Description	Revised By	Date

Issued For Legal Drawing Only



Title
UKPN Easement for IDNO Substation at:
Temple Waterfront, Medway
Rochester, Kent, ME2 2SS

Date Drawn
11/10/2016
Scale
As Stated @ A3
Drawn By
M Evans
Project Manager
C Den Heijer

Drawing Number
8200007736E

Rev

4

ORDNANCE SURVEY LICENCE
NUMBER - EL273155

ICP REFERENCE : 2987

Signed as a Deed by)
)
a solicitor, as attorney for and on behalf of)
South Eastern Power Networks Plc under)
a power of attorney dated 3rd November)
2017 in the presence of:)

Attorney

Signature of witness

.....

Name of witness

Address

Occupation


SIGNED as a DEED by
HARISH LAD as attorney for
REDROW HOMES LIMITED
in the presence of:-


.....
as attorney for REDROW HOMES
LIMITED

Signature of witness 
Name (in BLOCK CAPITALS) DARREN BANKS
Address
..... Prince Regent House, Chatham
..... Kent, ME4 4QZ

SIGNED as a DEED by
Gwen Wall as attorney for
REDROW HOMES LIMITED
in the presence of:-


.....
as attorney for REDROW HOMES
LIMITED

Signature of witness 
Name (in BLOCK CAPITALS) DARREN BANKS
Address
..... Prince Regent House, Chatham
..... Kent, ME4 4QZ