

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)

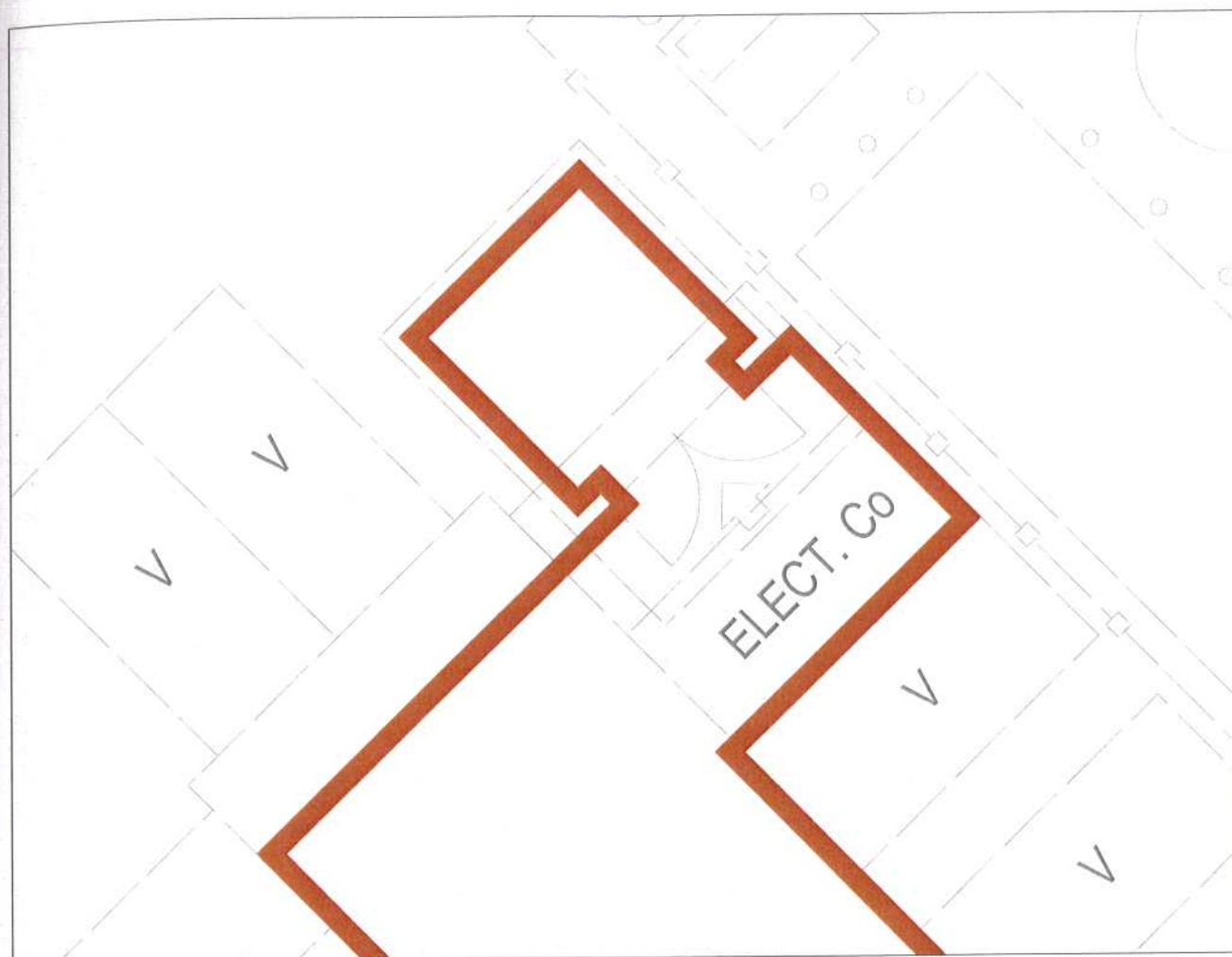
### 1. DEFINITIONS AND INTERPRETATION

1.1 In this deed the following definitions shall apply:

**Easement Land:** means

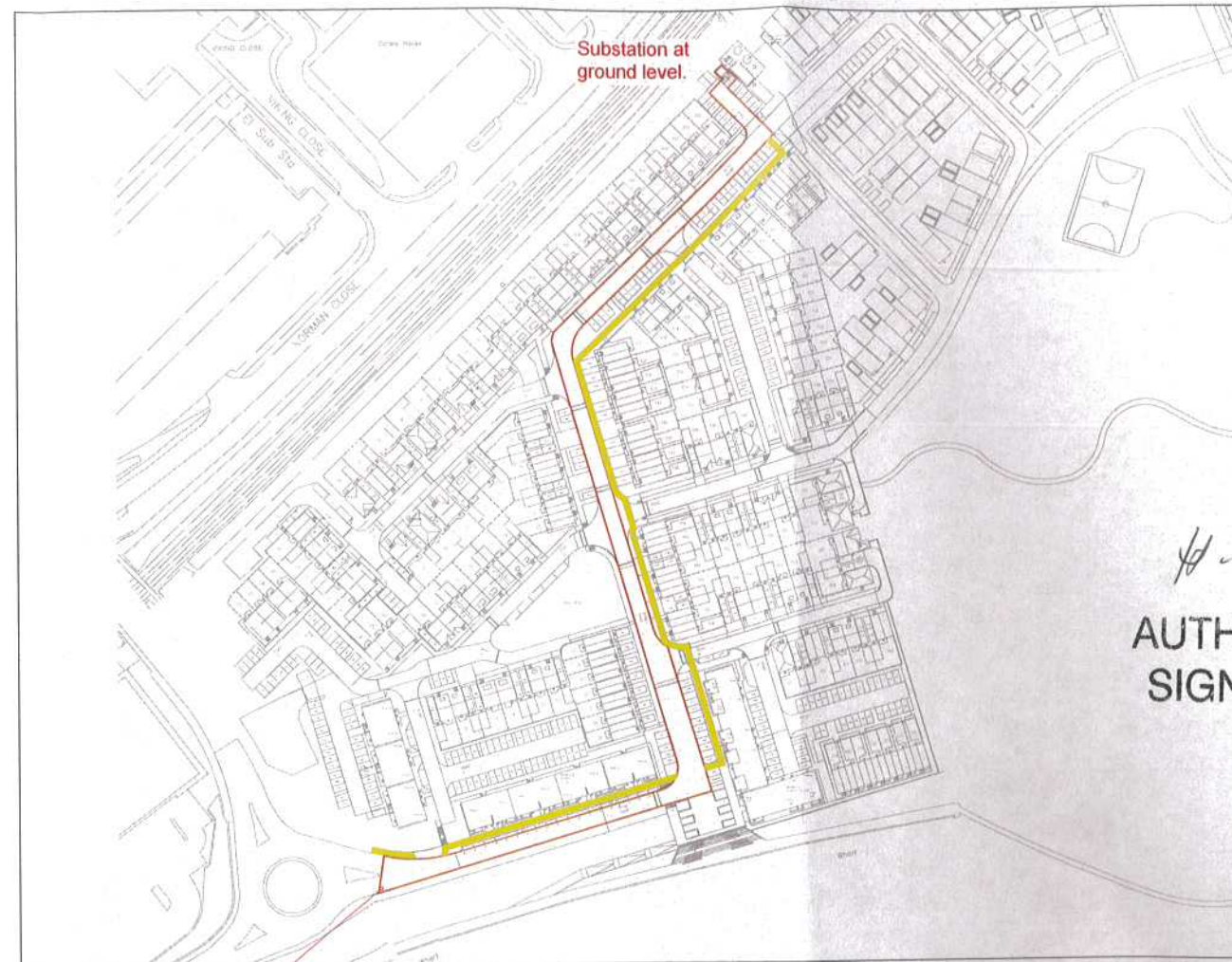
- (a) the land shown for identification purposes only coloured yellow and edged brown on the Plan, and
- (b) (until it becomes maintainable at public expense) any part or parts of the Grantor's Land which are intended to become a street or streets maintainable at public expense.

**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.



Substation Access Plan ~ Scale 1:100

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



Location Plan ~ Scale 1:2500



*H. Hassen*  
AUTHORISED  
SIGNATORY

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 Waterfont, Medway  
Rochester, Kent, ME2 2SS

Date Drawn  
11/10/2016

Drawn By  
M Evans

Drawing Number

Scale  
As Stated @ A3

Project Manager  
C Don Hejler

Rev

ORDNANCE SURVEY LICENCE  
NUMBER - EL273155

ICP REFERENCE : 2987

8200007736E

4



**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.

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.

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.

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.

## **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):

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;

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:

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;

2 when carrying out works pursuant to Rights to do so diligently and in a good and  
workmanlike manner;

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;

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

5 exercise the Rights in accordance with the Company's statutory obligations.

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.

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

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.

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

*H. Hassan*  
Attorney

Signature of witness

  
.....  
Name of witness NATALIJA HADZIC  
Address ENERGY HOUSE  
THREE BRIDGES  
CRAWLEY  
WEST SUSSEX RH10 1EX  
Occupation SOLICITOR