



VENMORE-ROWLAND LTD

CHARTERED SURVEYORS

1st January 2015

Our Ref: UKPN/11kVSFambridge/D Martin/mvr
Your Ref:

Dick Martin Esq
UK Power Networks Ltd,
Barton Road,
Bury St Edmunds,
Suffolk, IP32 7BG.



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Dear Dick,

Eastern Power Networks plc

Peter Bennett: South Fambridge: David Gibbon 11kV Wayleave Agreement

I have pleasure in enclosing a signed and dated (29/12/14) wayleave agreement with David Gibbon who is the owner/occupier of the agricultural land at South Fambridge.

Wishing you a Happy New Year,
Yours sincerely

M C W Venmore-Rowland FRICS
VENMORE-ROWLAND LTD
(On behalf of Babcock Networks Ltd agent to UK Power Networks)

ENC: Wayleave Agreement

NG NETMAP 18/1/15 *DM*

**South Fambridge- 11kV Reinforcement
WAYLEAVE AGREEMENT
ELECTRICITY ACT 1989**

THIS AGREEMENT is made on the *29th* day of *December* 201 *4*

BETWEEN **David Gibbon Esq** whose address is at **The Lodge, Great Bentley, Colchester, Essex CO7 8RP** ("the Grantor") being the **Owner** of the Property.

and

Eastern Power Networks plc whose registered office is at Newington House, 237 Southwark Bridge Road, London SE1 6NP ("the Company") which expression shall include its Subsidiaries, Associated Companies, successors and assigns.

By signing this agreement the Grantor agrees to the works by the Company as described below ("The Works") at the Property being land in the Parish of **South Fambridge** in the County of Essex

1. Rights of the Company

The Company shall be entitled to:-

- 1.1 enter the Property at all reasonable times on 5 days notice to carry out such work as is necessary to install, maintain, inspect, repair, alter, adjust, renew and remove the Works in accordance with the terms and provisions of this Agreement;
- 1.2 fell, lop or cut in a woodmanlike manner any tree or hedge on the Property which obstructs or interferes with the electric line
- 1.3 assign the benefit of this Agreement at any time during its currency.

2. The Company's Covenants

The Company shall:-

- 2.1 execute the works subject to the provisions of the Electricity Act 1989
- 2.2 carry out the work in professional manner and so as to cause as little damage and inconvenience as possible to the Grantor and any tenant or occupier of the Property and take reasonable precautions to avoid obstruction, interference, damage or injury to the Property (including crops, drain or other structures or services)
- 2.3 make good all damage caused to the land due to the works; when damage can not be made good the Company shall compensate the Grantor
- 2.4 at all times keep the Grantor indemnified against all losses, damages or expenses suffered or incurred by reason of any accident (excluding Act of God) due to or arising out of the existence of the Works on the Property (except such as may be due to or caused by or arise out of a wrongful act or neglect of the Grantor, his tenant or his or their employees), nothing in the clause shall exclude the operation of the Law Reform (Contributory Negligence) Act 1945.

3. The Grantor's Covenants

The Grantor shall not:-

- 3.1 do or cause or permit anything likely to cause damage or threat of any nature to the Electric Line and supports;

4. Termination

- 4.1 This Agreement shall continue until terminated by either party giving not less than twelve months' notice in writing. Such termination shall be subject to the company being able to retain the electric line on application to the Secretary of State or any other relevant statutory rights of the Company being in force.

5. The Works

The placing on, under and across the Property Electric Lines (as defined by Section 64 of the Electricity Act 1989) which definition includes any supporting apparatus and underground earthwires and pins.

Consisting of:

Underground cables for transmitting electricity at a frequency of 50 hertz and at a pressure of 11,000 volts and low voltage telephone and signalling cables such cable(s) to be in the approximate position as shown by a dashed line coloured dark red on the attached plan
Length of cable(s) approximately - 690 metres.


Payments to be made for the equipment in line with those published by the ENA, CLA, NFU.

As completed by the parties, this Agreement to be executed by their duly authorised representatives

SIGNED by
for and on behalf of
DAVID GIBBON

) 
)
)


Witness Name
Address


Rambley Rose
Clacton Rd
Tharrington
Colchester CO18 5W

SIGNED by
M Venmore-Rowland FRICS
for and on behalf of
Eastern Power Networks plc

) 
)
)

Witness Name
Address


37 SIDNEY ST
KNOLLYN
PE30 5RF

WAYLEAVE



Legend

	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: SOUTH FAMBRIDGE HALL

Drawing No.: ISSUE 1

Plotted On: 16/12/2014 Map Centre : TQ 8511 9567

Scale : 1:2000 Drawn by : Peter Bennett

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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