

OWNER/OCCUPIER
(delete as appropriate)

UK Power Networks Ref: 8200046328
Title: TT113105

Wayleave Agreement made the 3rd day of May 2022

BETWEEN: **Rexdon Limited, The Links, Herne Bay, CT6 7GQ** ("the Grantor") of the one part and **South Eastern Power Networks plc** whose registered office is Newington House, 237 Southwark Bridge Road, London, SE1 6NP ("the Company") of the other part

BACKGROUND

The Grantor is the freehold owner of the Property and has agreed to grant rights to the Company in respect of the Works on the terms set out below

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 **EAN20867-1-LEGAL-2-Rev_-Legal Plan - UKPN**

"the Property" means the land shown on the Plan and described by the Land Registry (or locally where the land is unregistered) as being site of Plot 6B, Invicta Way, Ramsgate, Kent, CT12 5FD

"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 five 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) Upon completion of this Agreement, pay the Grantor a one-off payment of £0.00
- (e) At all times keep the Grantor indemnified against all losses, damages and expenses 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 1 length of **185MM** underground cable(s) for transmitting electricity at a frequency of 50 hertz and at a pressure of **480** volts and low voltage telephone and signalling cables such cable(s) to be in the approximate position indicated on the Plan.

Length of cable(s) approximately **1.2** metres.

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

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

SIGNED BY L.Segust
(Signature).....
For and on behalf of [] Power Networks plc

View ~ 1:500

Ref ~ TR 3 1359 66504



Link Box View ~ 1:100

Key

--- UKPN LV Cables

UKPN Linkbox

24 HOUR UNRESTRICTED
ACCESS REQUIRED

INVICTA WAY

Sterling House

CLIPPER CLOSE

15

Rowes
Yard

INVICTA WAY

1:500 Metric



As Issued

Landowner Details:

Rexdon Ltd
24 Daryngton Avenue
Birchington
Kent

REV	AMENDMENT	BY	DATE

energy **assets** **Networks**
EVERYTHING CONNECTS

12 SKETTY CLOSE, CASWELL ROAD,
BRACKMILLS INDUSTRIAL ESTATE,
NORTHAMPTON, NN4 7PL

TITLE:

Legal Plan - UKPN
Plot 6B, Invicta Way, Ramsgate
Kent, CT12 5FD

SCALE	DRAWN	DESIGNED
As Stated @ A3	CT (RAD)	CT (RAD)
CHECKED	AUTHORISED	DATE
		11-02-22

DWG. NO.

EAN20867-LEGAL-2

REV

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