OCR Extraction Results

# Document: 43d3d8ee-4389-4e14-bd79-84ce1cd11f8e\_GIBBON ESQ

## Document Information

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## Page 1

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# VENMORE-ROWLAND LTD ## CHARTERED SURVEYORS

\*\*1st January 2015\*\*

\*\*Our Ref:\*\* UKPN/11KV/Sambridge/D Martin/mvr

\*\*Your Ref:\*\*

\*\*Dick Martin Esq\*\*

UK Power Networks Ltd,

Barton Road,

Bury St Edmunds,

Suffolk, IP32 7BG.

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\*\*RECEIVED\*\*

\*\*03/01/2015\*\*

\*\*P C\*\*

\*\*ISLE HOUSE\*\*

\*\*DARSHAM\*\*

\*\*SAXMUNDHAM\*\*

\*\*SUFFOLK IP17 3RN\*\*

\*\*Tel:\*\* +44 (0) 1728 668548

\*\*Mobile:\*\* 07917 682131

\*\*mvr@venmore-rowland.co.uk\*\*

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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

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\*\*VENMORE-ROWLAND LTD\*\*

Registered in England and Wales No. 4640741

Registered Office: Isle House, Darsham, Saxmundham, Suffolk IP17 3RN

VAT No. 814 4871 18

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

THIS AGREEMENT is made on the 29th day of December 2014

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 conditions 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 damage, 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 indemnify the Grantor 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 this 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.

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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 plan attached to this agreement and in accordance with the plan Length of cable(s) approximately - 680 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 M. Venmore-Rowland FRICS for and on behalf of Eastern Power Networks plc

SIGNED by the undersigned of DAVID GIBSON

Witness Name Address

Witness Name Address

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

Witness Name Address

Witness Name Address

32 Sidney St Kings Lynn PE30 5SR

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