

GRANTOR'S COPY

20263/1

NORWEB plc

ELECTRICITY ACT, 1989

OCCUPIER

THIS FORM IS FOR USE BY TENANT FARMERS

The printed clauses have been approved by the National Farmers' Union and the Country Landowners' Association who are prepared to advise on any suggested alterations or modifications.

WAYLEAVE AGREEMENT made the 6th day of May 1999

BETWEEN PAMELA DAVIES of 3 Dean Meadow Clitheroe BB7 2JU (hereinafter called the Grantor which expression where the context so admits shall include the occupier or occupiers for the time being of the land hereinafter mentioned) and **NORWEB plc** whose Registered Office is situate at PO Box 14 410 Birchwood Boulevard Birchwood Warrington WA3 7GA (hereinafter called **NORWEB**)

WHEREBY IT IS AGREED as follows:

1. The Grantor hereby gives consent subject as hereinafter mentioned:-
 - (a) To the execution by **NORWEB** of the works described in the Schedule hereto (hereinafter called the Works) across the land occupied by the Grantor situated at Pimlico Clitheroe.
 - (b) To the user maintenance repair renewal inspection alteration and removal of the Works.
 - (c) To **NORWEB** felling or lopping any tree or hedge on the said land which obstructs or interferes with or may obstruct or interfere with such execution user maintenance repair renewal inspection or removal of the Works.
 - (d) To the entry on the said land at all reasonable times by **NORWEB** and all persons authorised by **NORWEB** for any of the said purposes.
2. The Works shall be executed subject to the provisions of the Electricity Act 1989 (hereinafter called the Act) or any statutory modification thereof.
3. **NORWEB** shall during the continuance of this Agreement maintain and keep the Works in good repair so as not to be a danger to the Grantor or his lessees tenants property or employees.

4. NORWEB shall not in the exercise of any of the rights conferred by Clause 1 above cause any unnecessary damage or injury to or except so far as may be necessary for the purposes of the Works impede the free and uninterrupted user of the said land or of any other land buildings and property of the Grantor nor substantially obstruct or interfere with the use of any road footpath sewer drain watercourse or well that may be crossed by any of the Works.
5. NORWEB shall forthwith make good to the reasonable satisfaction of the Grantor or of his lessees or tenants as the case may be any damage to the land buildings chattels or property of whatever description of the Grantor caused by or arising out of the exercise of any of the rights conferred by Clause 1 above and if any such damage cannot be made good NORWEB shall compensate the Grantor therefor.
6. NORWEB shall during the continuance of this agreement pay to the Grantor in respect of the Works and the consent hereby given an annual sum in advance in accordance with the published National Schedule of Wayleave Payments or any revision thereof a copy of which will be supplied by NORWEB to the Grantor upon request such payment to be made on the First day of January each year the first payment being apportioned from the date of entry on the said land to commence execution of the Works.
7. NORWEB shall give to the Grantor not less than three days' previous notice (except in cases of emergency when as much notice as is practicable shall be given) of the intended exercise of the right conferred by Clause 1(d) above and where the Grantor or his lessees or tenants have indicated the route by which they desire NORWEB should cross the land of the Grantor NORWEB shall follow such route except in cases of emergency or where it is not reasonably practicable to do so.
8. If there shall be any breach or non-observance or non-performance on the part of NORWEB of any of the provisions herein contained the Grantor shall notify NORWEB thereof in writing and if NORWEB fail to remedy such breach non-observance or non-performance within one month thereafter the Grantor may by notice in writing to NORWEB determine this Agreement and the consent hereby given.
9. Subject as aforesaid this Agreement shall remain in force until determined by either of the parties hereto giving to the other at any time six months' previous notice in writing in that behalf but without prejudice to the statutory rights of NORWEB for the time being in force.
10. On the determination of this Agreement under either of the last two preceding paragraphs NORWEB shall subject to any relevant statutory rights for the time being in force remove the Works and restore the land to the reasonable satisfaction of the Grantor his lessees or tenants.

11. NORWEB shall at all times keep the Grantor indemnified against all losses damages or expenses which he may suffer or incur by reason or on account of any wrongful act neglect or omission of NORWEB and all persons authorised by NORWEB in connection with the exercise of the any of the rights conferred by Clause 1 above or by reason of any accident due to or arising out of the existence of the Works on the said land provided that this indemnity shall not extend to any such losses damages or expenses caused solely by the negligence or wrongful act of the Grantor or to such proportion of such losses damages or expenses as may be directly attributable to the negligence or the wrongful act of the Grantor.
12. NORWEB shall not without the previous written consent of the Grantor place erect attach or exhibit on the Works any sign notice or advertisement of any kind or nature whatsoever other than the usual danger notice and notices required for the proper operation of NORWEB's system.
13. In the event of the Grantor spraying any crops or pasture by aircraft and an area being left untreated owing to the aircraft's inability to spray close to the Works the Grantor shall take all reasonable steps including where practicable and reasonable treating from the ground to mitigate loss of crop on the area so left untreated and NORWEB shall bear the cost of any such treating from the ground or if the treating from the ground shall not be reasonably practicable NORWEB will pay reasonable compensation for any loss of crop caused by the aforementioned inability to spray from the air provided always that the provisions of this clause are conditional upon the Grantor having given written notice to NORWEB of his intention to spray from the air in the vicinity of the Works or if this shall not be practicable the earliest possible notice that such spraying has taken place.
14. This Agreement is made subject to all existing leases tenancy agreements and existing rights of third parties on in over or under or affecting the land of the Grantor in respect of which his consent is hereby given.
15. If any dispute or difference shall arise between the parties concerning the interpretation of this Agreement or as to their respective rights duties or obligations hereunder except under Clause 14 hereof such dispute or difference shall be referred to a single arbitrator to be appointed jointly by the parties hereto or failing agreement to be appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors and in any case the Arbitration Act 1996 or any subsisting statutory modification thereof shall apply to the reference.

THE SCHEDULE OF WORKS REFERRED TO

- (a) The placing of an overhead electric line consisting of three horizontal conductors and earthwire across the said land of the Grantor along the route indicated in red on drawing number 057W-A3-2500-03 attached hereto and so that no part of the said line shall be less than 5.8 metres above the surface of the ground.
- (b) The erection of six pole(s) in the approximate position(s) indicated and shown by black circles on the said drawing and any necessary stays and appliances for the purpose of supporting the above-mentioned line.
- (c) The installation of any electrical earthing or ancillary equipment necessary for the safe and efficient operation of NORWEB's electricity distribution network.

Such laying erection and placing to be subject to such deviation from the positions and route shown on the said drawing as may be approved in writing by the Grantor.

IN WITNESS whereof the Grantor and CHRISTOPHER JOHN GASKELL for and on behalf of NORWEB plc have set their hands the day and year first before written.

SIGNED BY THE SAID
PAMELA DAVIES

P Davies
.....
(Signature of Grantor)

in the presence of

K. J. Skeats
.....
(Signature of Witness)

name

K. J. SKEATS
.....

address

*2 CHAPEL RISE BILLINGTON
NR CLITHEROE LANC.*
.....

SIGNED BY THE SAID
CHRISTOPHER JOHN GASKELL

C. J. Gaskell
.....
(Head of Estates & Wayleaves)

in the presence of

F. Jones
.....
(Signature of Witness)

THIS DOCUMENT IS IMPORTANT - PLEASE PLACE WITH TITLE DEEDS

