

GRANTOR'S COPY

20263

NORWEB plc

ELECTRICITY ACT, 1989

OWNER

THIS FORM IS FOR USE IN THE CASE OF LAND FARMED BY A TENANT

*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 19<sup>th</sup> day of November 1999

BETWEEN TARMAC ROADSTONE NOMINEES LIMITED (Company Number 42314) of Millfields Road Ettingshall Wolverhampton West Midlands WV4 6JP (hereinafter called the Grantor which expression where the context so admits shall include the owner or owners 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 owned by the Grantor situated at Pimlico Clitheroe.
  - (b) To the user maintenance repair renewal inspections 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 or of his lessees or tenants 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 or his lessees or tenants 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 and also his lessees or tenants 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 and his lessees or tenants and employees indemnified against all losses damages or expenses which any of them 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 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 his lessees tenants or employees 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 or his lessees tenants or employees.
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 notices an notices required for the proper operation of NORWEB's system.
13. Nothing in this Agreement shall diminish affect or interfere with the right of the Grantor and his lessees or tenants to work any mines an minerals in or under the said land in as full and ample a manner as if the Agreement had not been made and in working the said mines and minerals it shall be lawful for the Grantor to withdraw vertical and lateral support from the Works and the Grantor shall not be liable to pay any compensation for any damage that may be caused in working the said mines and minerals provided nevertheless that any support or electric lines above ground shall be deemed to have been erected in pursuance of powers conferred on NORWEB and NORWEB shall accordingly be entitled to the benefit of all such powers contained in the Act.
14. If at any time during the continuance in force of this Agreement the Grantor considers that the value of his said land has for the purpose of its development and subsequent user been diminished by reason of the existence of the Works thereon and gives notice thereof to NORWEB NORWEB will pay to the Grantor as compensation therefor an amount equal to such diminution in value such amount in default of Agreement between the Grantor and NORWEB being determined upon the reference of either party by the Lands Tribunal under the Lands Tribunal Act 1949 and the Land Compensation Act 1961 provided nevertheless that the payment of compensation as aforesaid is subject to the Grantor executing in favour of NORWEB an easement in fee simple free from encumbrances for the Works across his said land.
15. 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 such 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.

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 Rev 1 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 two single poles and two 'H' poles 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 JAMES STIRK  
(COMPANY SECRETARY)  
FOR AND ON BEHALF OF  
TARMAC ROADSTONE NOMINEES LIMITED

  
.....  
(Signature of Grantor) Secretary.

in the presence of

  
.....  
(Signature of Witness)

name

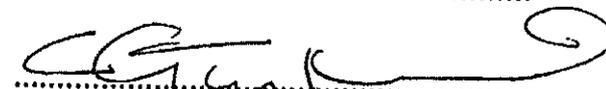
DJ HANSON

address

3, LITTLEWOOD ROAD

GRESLEY HAY WALSALL WSG 7EU

SIGNED BY THE SAID  
CHRISTOPHER JOHN GASKELL

  
.....  
(Head of Estates & Wayleaves)

in the presence of

  
.....  
(Signature of Witness)

THIS DOCUMENT IS IMPORTANT - PLEASE PLACE WITH TITLE DEEDS

NORWEB plc, Registered Office - P.O.Box 14, 410 Birchwood Boulevard, Birchwood, Warrington WA3 7GA.  
Registered No 2366949 (England)



**NORWEB**  
**Design & Projects**  
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 ENTERSDE 030 TEL 0161 234 808  
 WILKINSONS 0343 028 FAX 0161 237 608

CAD REF  
 PROJECT 1057

Proposed line  
 Proposed pole  
 Stay

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DWG NO 1057W-A3-2500-03 REV 1

Padiham - Ribblesdale  
 33kV Line  
 Tiles:SD7443/SD7543

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