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Title Number GR274666

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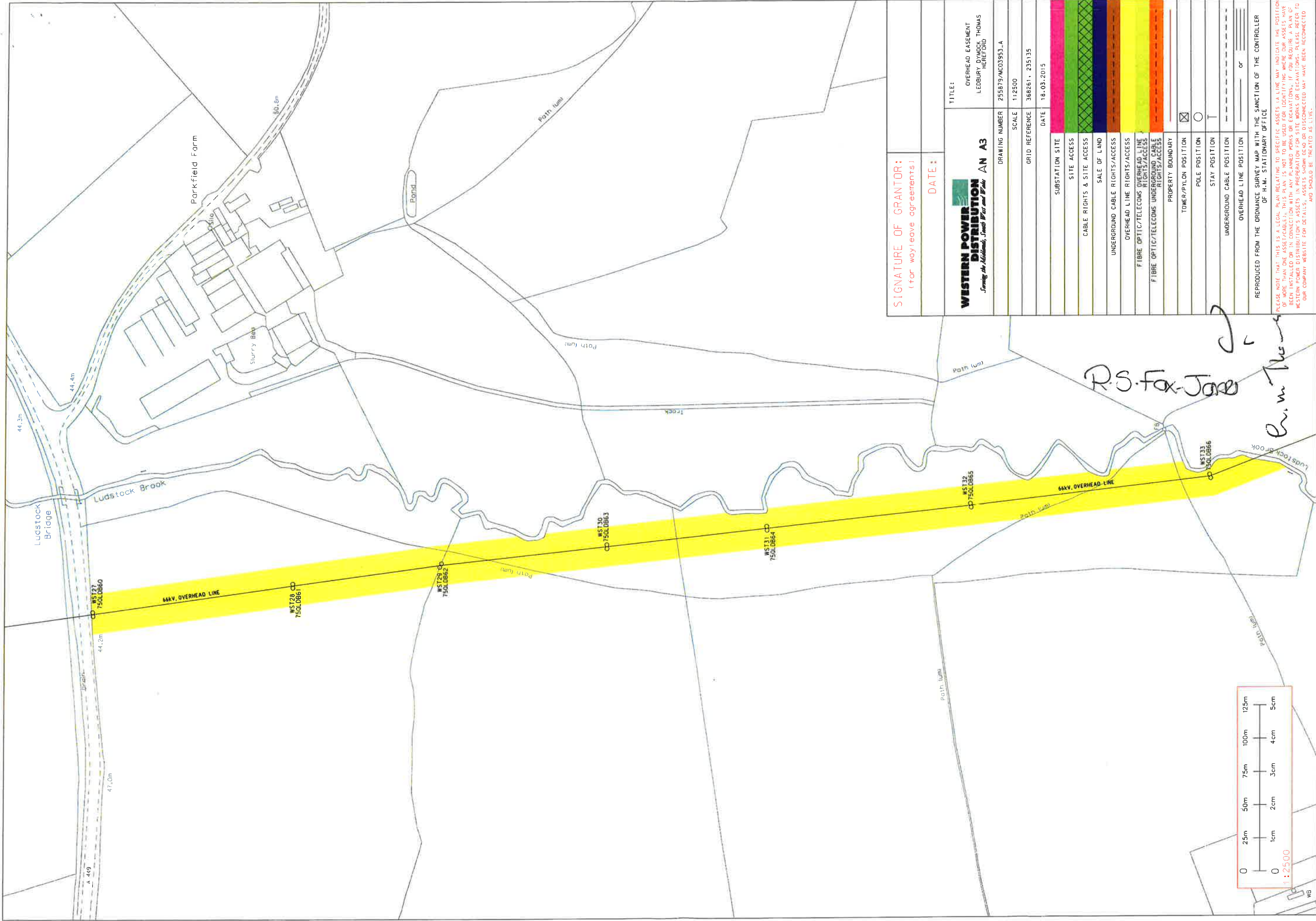
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**WESTERN POWER DISTRIBUTION (WEST MIDLANDS) PLC**

**DEED OF GRANT**

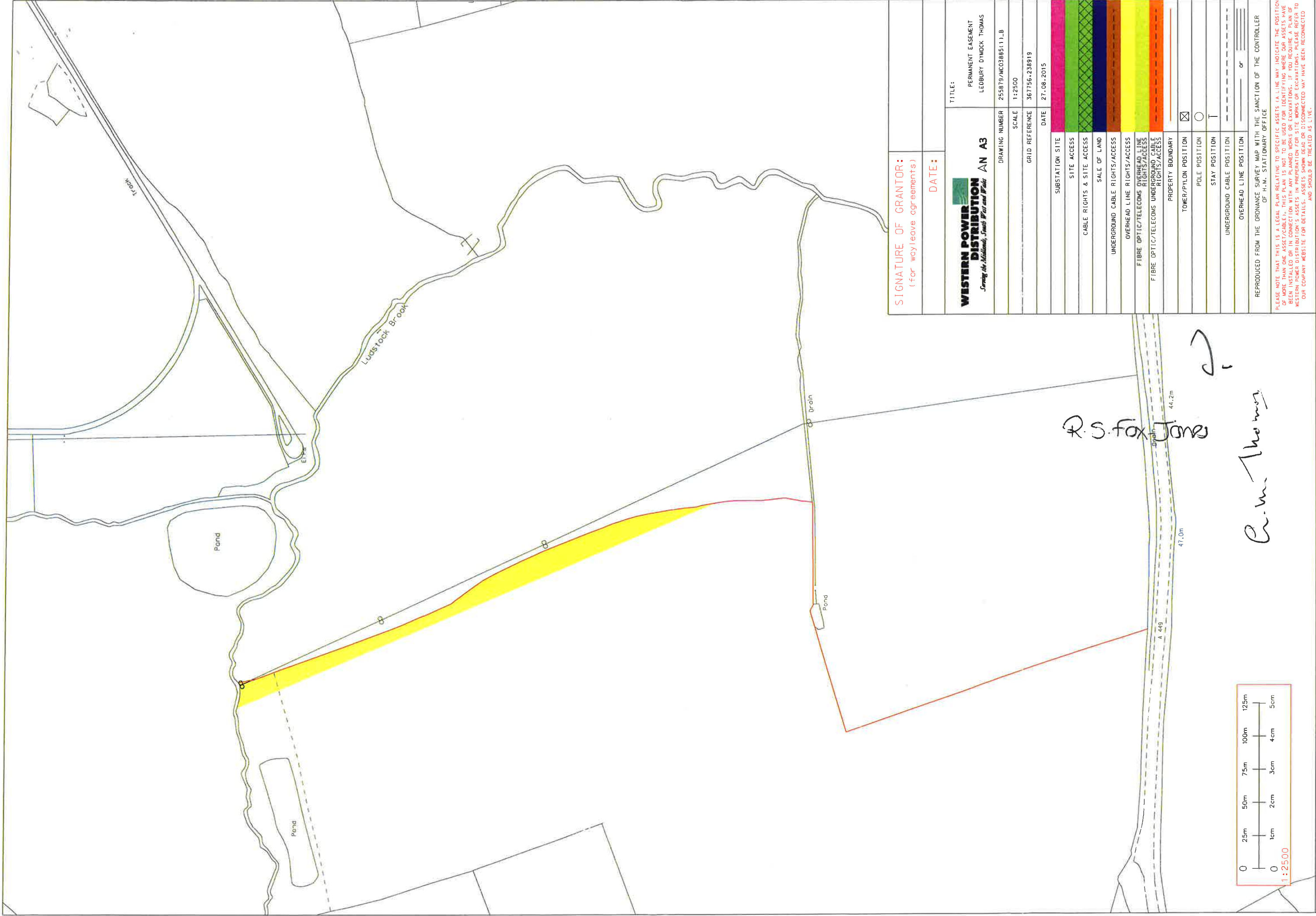
PARTICULARS		
1.	<b>County and District</b>	: Gloucestershire : Forest Of Dean
2.	<b>Title Number</b>	: GR274665 and GR274666
3.	<b>The Owner</b>	: Gillian Mary Thomas of White House Farm, Preston Cross, Ledbury, Gloucestershire, HR8 2LH
4.	<b>The Company</b>	: Western Power Distribution (West Midlands) plc (Company Reg. No. 3600574) whose registered office is at Avonbank Feeder Road Bristol BS2 0TB
5.	<b>The Land</b>	: the land of the Owner lying to the North of High House Farm
	<b>Place:</b>	: Preston Cross, Ledbury, HR8 2LH  contained within the Title Numbers
6.	<b>The Purchase Money</b>	: £8,500.00 (Eight Thousand Five Hundred Pounds Only)
7.	<b>Date</b>	: 22 JULY 2016

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SIGNATURE OF GRANTOR: (for wayleave agreements)		DATE:	
<b>WESTERN POWER DISTRIBUTION</b> <i>Serving the Midlands, South West and Wales</i>		AN A3	
TITLE: OVERHEAD EASEMENT LEDBURY DYMOCK THOMAS HEREFORD		DRAWING NUMBER 255679/MC03953_A	
SCALE 1:2500		GRID REFERENCE 368261, 235135	
DATE 18-03-2015		SUBSTATION SITE	
SITE ACCESS		CABLE RIGHTS & SITE ACCESS	
SALE OF LAND		UNDERGROUND CABLE RIGHTS/ACCESS	
OVERHEAD LINE RIGHTS/ACCESS		FIBRE OPTIC/TELECOMS OVERHEAD LINE RIGHTS/ACCESS	
UNDERGROUND CABLE RIGHTS/ACCESS		PROPERTY BOUNDARY	
TOWER/PYLON POSITION		POLE POSITION	
STAY POSITION		UNDERGROUND CABLE POSITION	
OVERHEAD LINE POSITION		OR	
REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF H.M. STATIONARY OFFICE		PLEASE NOTE THAT THIS IS A LEGAL PLAN RELATING TO SPECIFIC ASSETS. A LINE MAY INDICATE THE POSITION OF MORE THAN ONE ASSET/CABLE. THIS PLAN IS NOT TO BE USED FOR IDENTIFYING WHERE OUR ASSETS HAVE BEEN INSTALLED OR IN CONNECTION WITH ANY PLANNED WORKS OR EXCAVATIONS. IF YOU REQUIRE A PLAN OF WESTERN POWER DISTRIBUTION'S ASSETS IN PREPARATION FOR SITE WORKS OR EXCAVATIONS, PLEASE REFER TO OUR COMPANY WEBSITE FOR DETAILS. ASSETS SHOWN DEAD OR DISCONNECTED MAY HAVE BEEN RECONNECTED AND SHOULD BE TREATED AS LIVE.	

PLEASE NOTE: This plan ONLY shows assets owned by Western Power Distribution. Electricity assets owned by IDNO's (Independent Network Operators) may be present in this area.



SIGNATURE OF GRANTOR: (for wayleave agreements)	
DATE:	
TITLE: PERMANENT EASEMENT LEDBURY DYMCK THOMAS	
DRAWING NUMBER 255879/MC03885(1)_B	
SCALE 1:2500	
GRID REFERENCE 367756.238919	
DATE 27.08.2015	
SUBSTATION SITE	
SITE ACCESS	
CABLE RIGHTS & SITE ACCESS	
SALE OF LAND	
UNDERGROUND CABLE RIGHTS/ACCESS	
OVERHEAD LINE RIGHTS/ACCESS	
FIBRE OPTIC/TELECOMS OVERHEAD LINE RIGHTS/ACCESS	
FIBRE OPTIC/TELECOMS UNDERGROUND CABLE RIGHTS/ACCESS	
PROPERTY BOUNDARY	
TOWER/PYLON POSITION	
POLE POSITION	
STAY POSITION	
UNDERGROUND CABLE POSITION	
OVERHEAD LINE POSITION	
REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF H.M. STATIONARY OFFICE	

PLEASE NOTE THAT THIS IS A LEGAL PLAN RELATING TO SPECIFIC ASSETS (A LINE MAY INDICATE THE POSITION OF MORE THAN ONE ASSET/CABLE). THIS PLAN IS NOT TO BE USED FOR IDENTIFYING WHERE OUR ASSETS HAVE BEEN INSTALLED OR FOR IDENTIFYING WHERE OUR ASSETS HAVE BEEN DISCONNECTED OR FOR IDENTIFYING WHERE OUR ASSETS HAVE BEEN RECONNECTED. PLEASE REFER TO OUR COMPANY WEBSITE FOR DETAILS. ASSETS SHOWN DEAD OR DISCONNECTED MAY HAVE BEEN RECONNECTED AND SHOULD BE TREATED AS LIVE.

PLEASE NOTE: This plan ONLY shows assets owned by Western Power Distribution. Electricity assets owned by IDNO's (Independent Network Operators) may be present in this area.

## 1.1 Definitions:-

<b>Overhead Electric Lines</b>	means 3 overhead electric lines for transmitting electricity at a pressure up to 66,000 volts within the meaning of Section 64 of the Electricity Act 1989.
<b>Plan</b>	means the plans attached hereto labelled 255879/MC03953_A and 255879/MC03885(1)_B
<b>Rights</b>	means the rights set out in Schedule 1 granted for the benefit of the Company and its Undertaking and which may be exercised by the Company and its employees agents contractors sub-contractors and licensees as are properly engaged in the Company's Undertaking.
<b>Supporting Equipment</b>	means earth wire signalling fibre optic cables 7 H poles 3 stays, safety structures and all necessary guards wires appliances and apparatus appertaining to the Overhead Electric Lines and their maintenance and for the avoidance of doubt any fibre optic cables shall be for use only in connection with the Company's Undertaking.
<b>Undertaking</b>	means the undertaking of the Company within its area pursuant to the Company's distribution licence granted, or treated as granted, under Section 6(1)(c) of the Electricity Act 1989 (as amended, supplemented, novated or replaced from time to time), and each and every part of it.

## 1.2 In interpreting this Deed of Grant:-

- (a) Words importing the masculine and feminine shall be construed as importing any other gender;
- (b) Words importing the singular shall be construed as importing the plural and vice versa;
- (c) The schedule and clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;
- (d) Any reference to a colour is to one on the Plans;
- (e) Any covenant by the Owner or the Company not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;
- (f) Any reference to any legislative provision includes any subsisting re-enactment or amending provision;
- (g) The terms "Owner" and "Company" shall include successors in title and where the Owner comprises more than one party any obligations on its part shall be joint and several;



- (h) The Particulars form part of this Deed and the words and expressions contained therein shall have the meanings therein specified;
  - (i) Where the Company erects or has erected more than one overhead electric line reference to "Overhead Electric Lines" in this Deed shall be to each and every overhead electric line erected or to be erected (as appropriate).
- 2. In consideration of the Purchase Money the Owner with full title guarantee **HEREBY GRANTS** to the Company over the Land the Rights for the benefit of and appurtenant to the Company's Undertaking.
  - 3. The Owner acknowledges receipt of the Purchase Money.
  - 4. The Owner is the owner of the freehold titles to the Land free from encumbrances (except those currently stated on the registers of title) and the Owner has agreed to grant a legal easement relating to the Overhead Electric Lines on the terms of this Deed.
  - 5. The Company covenants with the Owner that it will observe and perform the matters set out in Schedule 2.
  - 6. The Owner covenants with the Company that it will observe and perform the matters set out in Schedule 3 for the benefit and protection of the Company's Undertaking and the Overhead Electric Lines (and every part of them) so as to bind the Land into whosoever hands the same may come but not so as to render the Owner liable for any breach of this covenant occurring after it has parted with all interest in the Land.
  - 7. The Owner and the Company agree that the provisions of Schedule 4 apply to this Deed.
  - 8. The Owner and the Company agree and declare as set out in Schedule 5.

### **Schedule 1 -The Rights**

- 1 To retain erect maintain use and from time to time adjust repair alter relay renew inspect examine test and remove the Overhead Electric Lines and/ or Supporting Equipment (including and without prejudice to the generality of the foregoing the perching of wild birds on the Overhead Electric Lines and such of the Supporting Equipment as is applicable) in the approximate positions shown coloured yellow on the Plans.
- 2 At its own expense to fell lop or cut from time to time all trees shrubs hedges coppice wood or the roots thereof on the Land which now or hereafter may obstruct or interfere with the construction maintenance or working of the Overhead Electric Lines and/or the Supporting Equipment provided that any felling lopping or cutting is carried out in accordance with good forestry arboricultural practice.
- 3 At all reasonable times with the required contractors vehicles materials and equipment to enter onto so much of the Land which does not have buildings thereon as is reasonably necessary and to break up the surface of so much of

such Land as is reasonably necessary for the purpose of exercising the Rights referred to in paragraphs 1 and 2 of Schedule 1 and to gain access and egress to/from the nearest public highway to/from the Overhead Electric Lines and/or Supporting Equipment and any land adjacent to or adjoining the Land over or in respect of which the Company has either now or in the future erected and/or installed Overhead Electric Lines and/or Supporting Equipment

## **Schedule 2 - Covenants on the part of the Company**

- 1 On every occasion that the Company shall enter on to the Land either now or in the future in exercise of the Rights the Company will:
  - (a) give the Owner reasonable prior notice except in the case of emergency where no notice shall be required; and
  - (b) do so in accordance with any statute rule order instrument or regulation applicable thereto from time to time in force; and
  - (c) where the Owner has indicated its requirements by relevant and visible notices on the Land comply with any reasonable health and safety or security regulations relating to the Land provided that these do not in the reasonable opinion of the Company prejudice its statutory duties in respect of its Undertaking; and
  - (d) exercise the Rights diligently; and
  - (e) do as little damage as reasonably practicable and make good to the reasonable satisfaction of the Owner as soon as possible any damage to the Land or to the buildings trees hedges fences crops livestock plants or personal property including motor vehicles of the Owner caused by the Overhead Electric Lines and/or Supporting Equipment and/or as a result of the exercise of the Rights and if for any reason any such damage cannot be made good or if the Company so chooses and the Owner agrees the Company may in lieu of making good such damage compensate the Owner to their reasonable satisfaction.
- 2 If so required by the Owner the Company will remove from the Land all timber cordwood and brushwood felled or lopped in exercise of the Rights referred to in paragraph 2 of Schedule 1 and leave the Land neat and tidy.
- 3 Save where due to an act default or omission of the Owner the Company will keep the Owner indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Owner by reason of any default or negligence on the part of the Company (or any person authorised by the Company) in exercising the Rights under this Deed **PROVIDED THAT** the Owner shall:
  - (a) as soon as possible notify the Company in writing about any claims or potential claims or actions of which the Owner becomes aware; and

- (b) permit the Company to have exclusive conduct of any matters arising under paragraph 3(a) of Schedule 2 **PROVIDED THAT** such action is at the Company's own expense and the Company shall indemnify the Owner for all reasonable professional fees that the Owner shall sustain in relation thereto; and
- (c) at the Company's cost to take all reasonable steps to mitigate its actual or potential loss arising out of or in connection with any matters arising under paragraph 3(a) of Schedule 2; and
- (d) not admit liability in respect of, nor settle or compromise any such action or claim without the consent of the Company (not to be unreasonably withheld or delayed).

For the avoidance of doubt the Company may at its own expense defend any such action or claim in the name of the Owner.

### **Schedule 3 - Covenants on the part of the Owner**

- 1 Not to do or permit anything to be done in or upon the Land which will interfere with the exercise by the Company of the Rights or cause damage to the Overhead Electric Lines and/or Supporting Equipment or affect their electrical performance and in the event of such damage being caused to notify the Company forthwith upon becoming aware of such damage.
- 2 Not at any time to construct erect or place or permit to be constructed erected or placed any building structure erection plant or materials on the Land (or any part or parts) within 6.6 metres of any of the conductors of the Overhead Electric Lines when such conductors are at maximum temperature and/or maximum swing and sag conditions and/or so as to encroach upon any foundations of the Supporting Equipment.
- 3 Not at any time to plant or permit to be planted any trees coppice or wood under the Overhead Electric Lines and/or Supporting Equipment or within a distance of 15 metres on either side of the centre line of the Overhead Electric Lines and/or Supporting Equipment unless first approved in writing by the Company (such approval not to be unreasonably withheld or delayed).
- 4 Without prejudice to the generality of paragraph 2 of Schedule 3 not in any manner whatsoever raise the level of the ground above the level thereof existing at the date of this Deed so as to make the distance between the level of such ground and the lowest conductor of the Overhead Electric Lines at any point of the span less than 7.0 metres at a temperature of 75°C.
- 5 Not to commence any action in nuisance in connection with the erection retention existence or proper operation of the Overhead Electric Lines and/or the Supporting Equipment in accordance with the terms of this Deed.



#### **Schedule 4 – Relocation**

If at any future time the Owner shall have obtained planning permission for any development or redevelopment of the Land and the Overhead Electric Lines or parts or parts thereof shall be in the Owner's reasonable opinion such as to prevent such development or redevelopment the Owner shall be entitled to require the Company on one occasion only to relocate such part or parts of the Overhead Electric Lines in question and shall enter into a deed of variation subject to the following terms and conditions:

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- (a) The Owner shall give the Company not less than twelve months notice in writing of its desire to implement this Schedule
- (b) Upon service of the said notice the conditions set out below shall apply
- (c) The Owner shall on or before the expiration of the said notice:
  - (i) enter into a deed of variation which grants to the Company an easement to erect lay and maintain the Overhead Electric Lines in accordance with paragraph (c)(ii) of this Schedule
  - (ii) grant a new easement under paragraph (c)(i) of this Schedule in such alternative position as shall be approved by the Company as reasonably suitable for the Company's purposes (such approval not to be unreasonably withheld) at no consideration but in all other respects containing the same rights (mutatis mutandis) as those contained in this Deed of Grant
- (d) As soon as practicable after the approval by the Company of the said alternative position and completion of the deed of variation pursuant to paragraph (c) of this Schedule and receipt of payment of the estimated cost and expense of the works to be carried out by the Company pursuant to paragraph (e)(i) of this Schedule and after obtaining any planning permissions or other permissions or consents in respect of the same, the Company shall (in the following order of events):
  - (i) complete the installation of any necessary Overhead Electric Lines in the said alternative position and the bringing into use of the same
  - (ii) as soon as practicable remove so far as necessary the redundant Overhead Electric Lines from the Land
- (e) The Owner shall indemnify the Company against all reasonable and proper costs and expenses incurred by the Company in or arising out of the implementation of this Schedule including (but without limitation) the costs and expenses of the removal of the Overhead Electric Lines from the Land and the installation of Overhead Electric Lines in the said alternative position and the entering into of a deed of variation granting the new easement in respect of the alternative site such costs and expenses to be payable in the following manner:

- (i) The Owner shall pay to the Company the estimated cost and expense of the works referred to in paragraph (d) of this Schedule and all associated legal costs prior to commencement of such works;
- (ii) Upon completion of the works the Company shall issue final invoices to the Owner for the actual cost and expense of the works carried out by it and the Owner shall reimburse the Company for any additional cost and expense within 28 days after receipt of such invoices or (if appropriate) the Company shall reimburse any overpayments made by the Owner.

### **Schedule 5 - Provisos and Stipulations**

The Owner and the Company hereby declare and agree as follows:

- 1 a party which is not a party to this Deed shall not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999;
- 2 the benefit of this Deed is to run with the Company's Undertaking and be attached to each and every part of it;
- 3 the burden of this Deed is to run with the Land and bind every part of it;
- 4 that the Company at its own cost will apply to the Chief Land Registrar for the entry of notice of the Rights on the above Title Numbers and will provide to the Owner a copy of the completion of registration as soon as reasonably practicable upon receipt from the Land Registry; and
- 5 any dispute arising under the provisions of this Deed shall be submitted to arbitration in accordance with the Arbitration Act 1996.
- 6 for the avoidance of doubt and notwithstanding any other provisions set out in this Deed no rights are hereby granted in respect of any other Supporting Equipment including any permanent ground mounted apparatus save where (if any) expressly set out in the definition of Supporting Equipment in this Deed.

**EXECUTED as a DEED**  
By Gillian Mary Thomas:

) *G.M. Thomas.*

Signature of Witness: *Henry Biss*

Name (in BLOCK CAPITALS): **HENRY BISS**

Address: *HS Pugh & Co*  
*Newmarket House*  
*Market Street*  
*Ledbury*  
*HR8 2AQ*

**SIGNED as a DEED by the Company** )  
acting by its Attorneys )  
*Jaime Mark Larkin* )  
and )  
**REBECCA SUSAN FOX-JONES** )  
under a Power of Attorney )

*J.C.*

*R.S. Fox-Jones*

Signature of Witness: *S. Kaur*

Name (in BLOCK CAPITALS): **SIMRAN KAUR**

Address: The Arc, Enterprise Way, Nottingham, NG2 1EN