Deed of Servitude – [UNDERGROUND CABLES] [and][OVERHEAD LINES]

by

[Landowner]

in favour of

SP TRANSMISSION PLC

[with consent of

[ ]]

[Short Description of Land]

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CONTENTS

Clause		Page Number
1.	Definitions and Interpretation	1
2.	Grant of Servitude Rights	2
3.	[Consent]	2
4.	Date of Commencement of Servitude Rights	2
5.	Warrandice	2
Part 1 The Servitude Rights		4
Part 2 The Servitude Conditions		5
Part 3 Plan		6

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DEED OF SERVITUDE

BY:

(1) **[[ ] LIMITED** incorporated under the Companies Act in [Scotland/England] (Registered Number [ ]) and having their Registered Office at [ ]/ [[INDIVIDUAL NAME], residing at [ ]] (the "**Burdened Owner**");

in favour of

(2) **SP TRANSMISSION PLC**, incorporated under the Companies Acts in Scotland (Company Number SC189126) and having its registered office at 320 St Vincent Street, Glasgow G2 5AD (who and whose successors as heritable proprietors of the Benefited Property (hereinafter defined) are hereinafter referred to as the "**Benefited Owner**");

[with the consent of

(3) [●] **LIMITED/PLC**, incorporated under the Companies Acts in [ ] (Company Number [●]) and having its registered office at [●] as heritable creditor under a standard security by the Burdened Owner in their favour dated [●] and [recorded in the Division of the General Register of Sasines for the County of [●]] [registered in the Land Register of Scotland under Title Number [●]] on [●] (the "**Consentor**");]

1. Definitions and Interpretation

1.1 In this Deed, the following words and expressions shall have the following meanings:

"**Benefited Property**"	ALL and WHOLE the areas of land which are owned by the Benefited Owner under, upon and over which the Benefited Owner's transmission network substations and other apparatus are installed or erected;
"**Burdened Property**"	ALL and WHOLE the subjects at [ ], being the subjects [registered in the Land Register of Scotland under Title Number [ ]][described in [ ], recorded in the Division of the General Register of Sasines for the County of [ ] on [ ];
"**Overhead Electric Lines**"	any overhead lines which are used for carrying electricity or electronic communications (subject to the limited purposes specified in Clause 2.2), and including any support for any such lines, any apparatus connected to any such lines and any wire, cables, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports, or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with, or is required for the safe operation of, any such lines;
"**Underground Electric Lines**"	any underground lines which are used for carrying electricity or electronic communications (subject to the limited purposes in Cause 2.2), and including any support for any such lines, any apparatus connected to any such lines and any wire, cables, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports, or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with, or is required for the safety and operation of, any such lines and also including connections, cable markers, cable terminals, drains, culverts, inspection hatches, jointing bays and other underground works;

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"**Plan**"	the plan annexed in Part 3 of the Schedule, bearing drawing number [ ];
"**Schedule**"	the schedule in three parts annexed and executed as relative to this Deed of Servitude;
"**Servitude Conditions**"	the conditions under which the Servitude Rights are to be exercised, set out in Part 2 of the Schedule;
"**Servitude Rights**"	the servitude rights set out in Part 1 of the Schedule;
"**Servitude Strip**"	the strip of land shown coloured [ ] on the Plan, forming part of the Burdened Property;
"**Supporting Structures"**	[steel lattice towers/pylons] wooden poles with guards, foundations, supports, stays, wires, cables and other structures.

1.2 Where at any one time there are two or more persons included in the expression "Benefited Owner" or "Burdened Owner" [or "Consentor"] obligations contained in this Deed which are expressed to be made by the party denoted by the expression in question are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.

1.3 Any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed.

1.4 Any rights granted to the Benefited Owner are exercisable by the tenants, agents, employees, workmen and others authorised by the Benefited Owner from time to time.

1.5 The Schedule forms part of this Deed.

2. Grant of Servitude Rights

2.1 The Burdened Owner grants the Servitude Rights, in respect of which the Servitude Conditions shall apply.

2.2 The Servitude Rights are exerciseable only for the purposes of the exercise of rights, and the performance of obligations, (a) under or in connection with the Electricity Act 1989, as may be amended or replaced from time to time, or other legislation relating to the distribution or transmission of electricity, and/or (b) under a licence issued in terms of the Electricity Act 1989 or any such other legislation.

3. [Consent]

[The Consentor consents to the grant of the Servitude Rights.]

4. Date of Commencement of Servitude Rights

The Servitude Rights will be exercisable with effect from [*insert effective date per the missives, if any*] OR [*the date of registration of this Deed at the Land Register of Scotland*] OR [*the date of recording of this Deed at the General Register of Sasines*].

5. Warrandice

The Burdened Owner grants warrandice.

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IN WITNESS WHEREOF these presents consisting of this and the preceding two pages, together with the Schedule of three Parts, are executed as follows:

Executed for and on behalf of [ ] LIMITED

At (place of signing): ……..

Date: ……

Signature of Director/Secretary/Authorised Signatory: ……....

Name of Director/Secretary/Authorised Signatory: ……

Signature of witness: ……

Name of witness: ……

Address of witness: ……

.....……

……

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This is the Schedule referred to in the foregoing Deed of Servitude by [ ] in favour of SP Transmission plc [with the consent of [●]].

Part 1
The Servitude Rights

The following servitude rights are imposed on the Burdened Property in favour of the Benefited Property:

1. A right of access over such parts of the Burdened Property as may be required for all necessary pedestrian and vehicular purposes related the exercise of the other Servitude Rights;
2. A right to lay (in so far as not already laid), carry overhead, use, connect into, inspect, maintain, repair, protect, alter, replace, renew and remove Overhead Electric Lines in, through and across the Servitude Strip;
3. A right to lay (in so far as not already laid), use, connect into, inspect, maintain, repair, protect, alter, replace, renew and remove Underground Electric Lines within the Servitude Strip;
4. A right to erect (in so far as not already erected), use, inspect, maintain, repair, protect, alter, replace, renew and remove the Supporting Structures on the Servitude Strip for the purpose of supporting the Overhead Electric Lines;
5. The right to enter the Burdened Property and lop, cut or remove any trees, shrubs or bushes as shall be grown, cultivated or permitted to grow on the Burdened Property within a distance of [ ] metres either side of the middle of the Overhead Electric Lines or within a distance of [ ] metres either side of the middle of the Underground Electric Lines in order to prevent or remove risk to, or interference with, the enjoyment by the Benefited Owner of the other Servitude Rights;
6. The right to enter the Burdened Property and remove any buildings, other erections, workings or land formations which shall be constructed, placed or permitted on the Burdened Property within a distance of [ ] metres either side of the middle of the Overhead Electric Lines or a distance of [ ] metres either side of the middle of the Underground Electric Lines and which reduce the ground clearance of the Overhead Electric Lines or might otherwise give rise to a risk to, or interfere with, the safe operation of the Overhead Electric Lines, the Underground Electric Lines and/or the Supporting Structures.

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Part 2
The Servitude Conditions

The Servitude Rights are subject to the following Servitude Conditions:

1. **Damage and inconvenience**

The Benefited Owner shall exercise the Servitude Rights so as to cause the least inconvenience reasonably practicable to the Burdened Owner and shall either (at the Benefited Owner's option):

(a) make good any physical damage caused to the Burdened Property to the satisfaction of the Burdened Owner, acting reasonably; or

(b) pay the reasonable costs incurred by the Burdened Owner in making good any damage to the Burdened Property.

2. **Indemnity**

2.1 Without prejudice to (i) Paragraph 1 of this Part 2 and (ii) any other remedies available to the Burdened Owner at law, the Benefited Owner shall free, relieve and indemnify, and keep indemnified, the Burdened Owner against:

2.1.1 all losses, costs and expenses incurred by the Burdened Owner arising from any act or omission of the Benefited Owner in the exercise of the Servitude Rights;

2.1.2 all actions, claims, demands and proceedings brought or made against the Burdened Owner ("**Third Party Claims"**) arising from any act or omission of the Benefited Owner in the exercise of the Servitude Rights, together with any associated reasonable costs and expenses incurred by the Burdened Owner.

2.2 The indemnity in Paragraph 2.1 does not extend to:

2.2.1 any losses, costs, expenses and Third Party Claims to the extent that they are in respect of pure economic loss that is, loss which is purely financial and not connected to any other harm);

2.2.2 any losses, costs, expenses and Third Party Claims to the extent that they result from any negligence, wilful act, default or omission of the Burdened Owner, its employees, contractors, agents or tenants or any other person outside the Burdened Owner's control;

2.2.3 any losses, costs, expenses and Third Party Claims to the extent that the Burdened Owner has failed to take any action that it ought reasonably and properly to have taken to mitigate any liabilities, costs and expenses that it may suffer.

2.3 The indemnity in Paragraph 2.1 does not exclude any liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation or any other liability which cannot lawfully be excluded.

2.4 In respect of Third Party Claims, the indemnity in Paragraph 2.1.2 is conditional on:

2.4.1 the Burdened Owner giving the Benefited Owner notice of Third Party Claims as soon as practicable after becoming aware of them;

2.4.2 the Burdened Owner not compounding, admitting liability, settling or making any offer to settle any Third Party Claims without the consent of the Benefited Owner (such consent not to be unreasonably withheld or delayed); and

2.4.3 the right of the Benefited Owner at its own cost to defend or settle any Third Party Claims.

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Part 3
Plan

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