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to

SP Manweb plc

DEED OF GRANT

relating to electric lines at

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"Manweb" means Manweb and companies within the same group of companies and its or their successors in title and assigns in whom the benefit of the easement and Rights hereby granted shall for the time being be vested and any persons authorised by it

"Grantor" shall include the successors in title to the Grantor and in the case of an individual or individuals their respective estates and effects and persons deriving title under them

1.2 The Grantor is registered at the Land Registry as Proprietor of the Property under the above Title Number

1.3 The Grantor has agreed in consideration of the Price to grant the Rights

Grant of Rights

2. In consideration of the Price now paid by Manweb to the Grantor (the receipt of which the Grantor acknowledges) the Grantor with full title guarantee HEREBY GRANTS unto Manweb:-

2.1 The right to lay down erect install and keep installed adjust alter and construct use maintain repair renew inspect remove and replace the Electric Lines

2.2 The right at its own expense and in a proper and woodmanlike manner to fell lop or cut from time to time all trees and coppice wood or the roots thereof which now or hereafter may be standing on the Property which would if not felled lopped cut or removed obstruct or interfere with the exercise of the Rights or the working of the Electric Lines

2.3 The right to use or permit the Electric Lines to be used to transmit and distribute any matters or thing the transmission of which is for the time

being not prohibited by law to and from the Property from or to such place or places as Manweb may require

2.4 The right for Manweb and all persons authorised by it (causing as little inconvenience as reasonably practicable in the circumstances) from time to time and at all times hereafter to enter and be upon so much of the Property as is reasonably necessary with or without all necessary machinery plant vehicles and apparatus and to break up the surface thereof for all or any of the purposes aforesaid[::-]

[2.5 The right to remove any workings land formations buildings or other erections which reduce the ground clearance of the said overhead Electric Lines or which may in the opinion of Manweb (acting reasonably) adversely affect the Electric Lines or hinder or restrict access thereto or the exercise of the Rights hereby granted:-]

TO HOLD the Rights unto Manweb in fee simple to the INTENT that the Rights hereby granted may be annexed and appurtenant to the Electric Lines and to the whole and each and every part of Manweb's undertaking

Manweb's Obligations

3. Manweb HEREBY COVENANTS with the Grantor that Manweb will:

3.1 make good any physical damage or will pay reasonable compensation to the Grantor for any physical damage not made good caused to the Property during the installation laying maintenance or removal by Manweb of the Electric Lines

3.2 indemnify the Grantor from and against all actions proceedings claims demands costs and expenses which may be brought or made against the Grantor or which he may reasonably and properly incur (except such as may be due or caused by or arise out of the act neglect or default or the contributory negligence of the

Grantor or his tenants licensees or anyone authorised by him or their respective agents or employees) in respect of bodily injury to any persons or physical damage to the land caused during the installation laying maintenance or removal by Manweb of the Electric Lines provided that the Grantor shall as soon as practicable give notice in writing to Manweb of any such action proceeding claim or demand brought made or threatened against the Grantor and shall not settle adjust or compromise such action proceeding claim or demand without the consent of Manweb such consent not to be unreasonably withheld or delayed and Manweb may at its own expense defend or contest any such action proceeding claim or demand in the name of the Grantor

Grantor's Obligations

4. [Option 1:- The Grantor so as to bind the Property into whosoever hands the same may come and for the benefit and protection of Manweb's undertaking and the Electric Lines HEREBY COVENANTS with Manweb that the Grantor and those deriving title under it will not do or permit anything to be done in or upon the Property which shall or may interfere with the exercise of the Rights or all or any of the Electric Lines or cause damage thereto or in any way render the Electric Lines in breach of any statute or regulation for the time being in force and applicable to electric lines generally and to take reasonable precautions to prevent such damage]

[OR]

[Option 2 – must be used where SPM direct at their sole discretion but always for 33kv and above apparatus:- The Grantor with intent to bind the said Property herein before described into whosoever hands the same may come and for the benefit and protection of Manweb's undertaking and the Electric Lines HEREBY COVENANTS with Manweb that the Grantor and those deriving title under it will at all times hereafter observe and perform the following covenants that is to say;

(1) Not to do or permit or suffer anything to be done in or upon the Property or any part thereof which shall or may interfere with the exercise of the Rights or the Electric Lines or in any way render the Electric Lines in breach of any statute or regulation for the time being in force and applicable thereto

(2) Without prejudice to the generality of the foregoing;

(a) No buildings construction erection or works of any kind (including the foundations or footings thereto) shall be built constructed or erected upon that part of the Property forming the site of the underground Electric Lines or upon the Property within **[] metre of either side of the centre of the route of the underground Electric Lines

(b) Not to surface or permit or suffer to be surfaced the land referred to in paragraph (a) above with concrete of any kind and not without the consent in writing of Manweb to surface or permit or suffer to be surfaced such land with any other material or surface whatsoever

(c) Not to carry out or permit or suffer to be carried out any excavation exceeding **[] metres in the land referred to in paragraph (a) above nor to increase or decrease the ground cover thereof in any manner whatsoever without the consent in writing of Manweb

(d) Not to plant or grow or permit or suffer to be planted or grown within **[] metres of the land referred to in paragraph (a) above any trees or shrubs without the consent in writing of Manweb

PROVIDED THAT the issue of any consent as aforesaid may not be unreasonably withheld or delayed but may be subject to such conditions and stipulations as Manweb may wish to impose so as to protect the underground Electric Lines and the Grantor and any person deriving title under it will observe and comply with such conditions and stipulations

(Overhead)

(2)

(a) That no tree shrub or underwood which may at any time be planted upon the said Property shall be allowed to grow so as to be within **[] metres of the overhead Electric Lines or when falling within the same distance therefrom and in the case of the said overhead Electric Lines only within the same distance therefrom when falling when the said overhead Electric Lines are at their maximum swing

(b) That no part of any dwelling house building or other erection which may at any time be upon the said Property shall be so constructed or placed so as to be or come within **[] metres of the overhead Electric Lines and in the case of the overhead Electric Lines only within the same distance therefrom when the same are at their maximum swing

(c) That the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest overhead Electric Line at the point of the span less than **[] metres at a temperature of 122°F nor as to encroach in any way upon the base or foundation of any tower pole or stay supporting the said overhead Electric Lines]

Noting at the Land Registry

5. Application is made by this Deed with the consent of the Grantor to the Chief Land Registrar for the entry of a Notice of the Rights in the Charges Register of the above title

Interpretation

6. In this Deed:

6.1 Where there are two or more persons included in the expression "Grantor" the covenants and obligations on the part of the Grantor herein contained shall be deemed to be made by such persons jointly and severally

6.2 Words importing one gender include all others and words importing singular include the plural and vice versa

6.3 Nothing herein contained shall affect abridge diminish or lessen the powers of Manweb under the Electricity Act 1989 or any statutory modification or re-enactment thereof for the time being in force

Arbitration

7. Any dispute or difference arising under this Deed shall be submitted to arbitration under the provisions of the Arbitration Act 1996 by an Arbitrator (failing agreement) to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party and the decision of such Arbitrator shall be final and binding on the parties hereto

8. The clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

9. This Deed shall be exclusively governed and construed in accordance with English Law and the parties hereto will submit to the exclusive jurisdiction of the English Courts

IN WITNESS whereof the parties hereto have executed and delivered this Deed the day and year first before written

EXECUTED AS A DEED by)
)
acting by a director in the presence)

of:) Director

Witness Signature:

Witness Name:

Witness Address:

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SIGNED AS A DEED by [] in the)
presence of:)

Witness Signature:

Witness Name:

Witness Address:

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Executed as a Deed by) Signature
SP Manweb plc acting by two) Authorised Signatory
Authorised Signatories in the)
presence of:)

Signature of witness:

Name (in BLOCK CAPITALS)

Address

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Signature
Authorised Signatory

Signature of witness:

Name (in BLOCK CAPITALS)

Address

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