

DEED OF SERVITUDE

by

[       ]

in favour of

SP [       ] PLC

Overhead [and] Underground Lines

CONTROLLED COPY

WE, [ ] heritable proprietor of ALL and WHOLE [*insert conveyancing description*] [*show on plan if possible*](hereinafter referred to as "the Subjects") IN CONSIDERATION of the sum of [ ] paid to us by SP [ ] PLC, incorporated under the Companies Acts (Company Number SC[ ]) and having their Registered Office at One Atlantic Quay, Glasgow G2 8SP, of which sum we hereby acknowledge the receipt, [with the consent and concurrence of [*insert any relevant consent*]] GIVE, GRANT and DISPONE to and in favour of the said [ ] and their successors and assignees in the exercise of their function as statutory electricity undertakers (the said [ ] and their successors and assignees as aforesaid being hereinafter referred to as "SP") (one) a heritable and irredeemable servitude right to carry overhead, with the unrestricted right to use, inspect, maintain, repair, replace, remove and renew (including the right to extend and enlarge), all overhead electric lines, within the Subjects, (which expression "overhead electric lines" means any overhead lines which are used for carrying electricity or electronic communications for any purpose 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 any such lines) (two) a heritable and irredeemable servitude right to lay, with the unrestricted right to use, inspect, maintain, repair, replace, remove and renew (including the right to extend and enlarge), all underground electric lines, within the Subjects, (which expression "underground electric lines" means any underground lines which are used for carrying electricity or electronic communications for any purpose 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 any such lines and also including connections, cable markers, cable terminals, drains, culverts, inspection hatches, jointing bays and other underground works) with (1) a right to lay (in so far as not already laid) (a) the overhead electric lines in through and across the Subjects along the route coloured red on the plan annexed and signed as relative hereto or along such route as near as reasonably practicable to the original route such deviation from the original route to be agreed between the parties in

writing and (b) the underground electric lines in through and across the Subjects along the route indicated by the broken blue line on the plan annexed and signed as relative hereto or along such route as near as reasonably practicable to the original route such deviation from the original route to be agreed between the parties in writing; (2) the right to erect (in so far as not already erected), maintain and replace steel lattice towers/pylons/poles with guards, foundations, supports, stays, wires, cables and other structures ("the supporting structures") on the Subjects for the purpose of supporting the overhead electric lines; (3) a right of access over the Subjects for all necessary pedestrian and vehicular purposes related to erecting, inspecting, maintaining, repairing, replacing, renewing and removing the [overhead electric lines and the underground electric lines, and/or the supporting structures] (4) the right to enter the Subjects and remove any buildings, other erections, workings or land formations [which reduce the ground clearance of the [overhead electric lines] or might otherwise in the sole opinion of SP injuriously affect the [overhead electric lines, the underground electric lines and/or the supporting structures] or the use and operation thereof or hinder or restrict access thereto for any of the foregoing purposes which shall be constructed, placed or permitted [on the Subjects] [ within a distance laterally of [ ] metres from the middle of the overhead electric lines or the underground electric lines][*may require separate distances or areas shown on plans for underground/overhead lines*]; and (5) the right to enter the Subjects and lop, cut or remove any trees, shrubs or bushes as shall be grown, cultivated or permitted to grow on the Subjects within a lateral distance of [ ] metres from the middle of the [overhead electric lines or the underground electric lines [*may require separate distances or areas shown on plans for underground/overhead lines*]] or on the line of the access thereto which might in the sole opinion of SP interfere with the enjoyment by the SP of the rights hereby granted and generally restrict any of the operations of SP in relation to the use and operation of [the overhead electric lines, the underground electric lines and/or the supporting structures], or the future use, operation, inspection, maintenance, repair, replacement, enlargement or removal thereof; and which rights shall be exercised subject to the following conditions:- (a) SP shall exercise the foregoing rights so as to cause the least inconvenience to us or our successors as proprietors of the Subjects and shall make good or pay reasonable compensation for any damage caused to the Subjects arising from the exercise of the foregoing rights and (b) SP

shall free and relieve us and our foresaids against all actions, claims, costs and expenses which may be incurred by us or our foresaids or made against us or our foresaids by reason of the negligent act or negligent omission of SP (or those for whom it is responsible in law) or the breach by SP (or those for whom it is responsible in law) of any of the obligations of SP hereunder ; Provided that in all cases SP shall not be liable, nor pay compensation nor indemnify us or our foresaids, in respect of any damage, injury or death which may be caused directly or indirectly through the default or negligence of us or our foresaids or occupiers of the Burdened Property, including default or negligence in the use of the electric lines by them or any of them; We and our foresaids shall mitigate losses, costs, expenses and damages; and (c) we and our successors as proprietors of the Subjects as part of the grant of the aforesaid servitude hereby undertake not to do or cause or permit to be done on or along [the overhead electric lines, the underground electric lines] anything likely to cause damage or injury to [the overhead electric lines, the underground electric lines] and to take all reasonable precautions to prevent such damage or injury; FURTHER DECLARING that any dispute or difference as to the meaning and effect of these presents shall, failing agreement, be referred for the decision of a single Arbitrator mutually appointed or failing agreement to be appointed by the President for the time being of the Law Society of Scotland in accordance with Arbitration (Scotland) Act 2010; WITH ENTRY as at the [ ] day of [ ] notwithstanding the date or dates hereof; And we grant absolute warrandice; IN WITNESS WHEREOF