

## **Disclaimer**

This is not a legally-binding document and is not for execution. It is intended purely to provide an overview of the kind of terms that might be included in any eventual final document and to serve as a basis for discussion and negotiation. Consequently, it is subject to change and might not reflect the terms of any such final document.

In issuing this document, Western Power Distribution ("WPD") makes no representation that it will execute any legally binding deed with the recipient of it and reserves the right to withdraw from discussions or negotiations without incurring any liability at any time prior to the execution and unconditional delivery by WPD of any such deed.

WESTERN POWER DISTRIBUTION () PLC

DEED OF GRANT

PARTICULARS	
1.	<b>County and District</b> :
2.	<b>Title Number</b> :
3.	<b>The Owner</b> :
4.	<b>The Company</b> : Western Power Distribution () plc (Company Reg. No. ) whose registered office is at Avonbank Feeder Road Bristol BS2 0TB
5.	<b>The Land</b> : the land of the Owner at  <b>Road</b> : <b>Place</b> :  contained within the Title Number
6.	<b>The Purchase Money</b> : £[ ] (.....Pounds Only)
7.	<b>Date</b> : [ ] 20[ ]

## 1.1 Definitions:

<b>Easement Strip</b>	means the land two metres in width on each side of and including the [area coloured brown] [continuous brown line[s]] shown on the Plan.
<b>Plan</b>	means the plan attached hereto.
<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 Undertaking.
<b>Roads</b>	means until adoption by the appropriate body any roads carriageways footways verges pavements services strips service areas or footpaths now or at any time after the date of this Deed constructed on the Land linking the Land with the public highway.
<b>Underground Electric Lines</b>	means the underground electric lines for transmitting electricity at a pressure up to 33,000 volts within the meaning of Section 64 of the Electricity Act 1989 and telephone signalling fibre optic cables lines inspection covers manholes joint boxes and all apparatus appertaining thereto.
<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 Plan;
- (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 installs or has installed more than one underground electric line reference to "Underground Electric Lines" in this Deed shall be to each and every underground electric line installed or to be installed (as appropriate).
2. In consideration of the Purchase Money and the covenants on the Company's part set out in Schedule 2 the Owner with full title guarantee **HEREBY GRANTS** to the Company over the Land the Rights together with all incidental rights and consequences which flow from such grant for the benefit of and appurtenant to the Undertaking.
  3. The Owner acknowledges receipt of the Purchase Money.
  4. The Owner is the owner of the freehold title 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 Underground 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 Undertaking and the Underground 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 and declare as set out in Schedule 4.

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

1. To lay retain maintain use and from time to time adjust repair alter relay renew supplement inspect examine test and remove the Underground Electric Lines in under or over the approximate position indicated by the [area coloured brown][continuous brown line[s]] on the Plan and under the Roads.
2. 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 break up the surface of the Easement Strip from time to time for the purpose of exercising the Rights referred to in paragraph 1 of Schedule 1 and to gain access and egress to/from the nearest public highway to/from the Underground Electric Lines and any land adjacent to or adjoining the Land over which the Company has either now or in the future laid Underground Electric Lines.

3. A full right of subjacent and lateral shelter support and protection from the Land to support uphold and maintain the Underground Electric Lines.

### **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 or livestock of the Owner caused 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 it shall in lieu of making good such damage compensate the Owner for the same.
2. 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 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 2(a) of Schedule 2; and
  - (c) take all necessary steps to mitigate its actual or potential loss arising out of or in connection with any matters arising under paragraph 2(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.

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 commence any action in nuisance in connection with the installation retention existence or proper operation of the Underground Electric Lines in accordance with the terms of this Deed.
2. Not to do anything in or upon the Land which will interfere with the exercise by the Company of the Rights or cause damage to the Underground Electric Lines or affect their electrical performance and in the event of such damage being caused to notify the Company immediately upon becoming aware of such damage.
3. Not without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) to excavate under or alter the level of the ground over nor construct or permit to be constructed any building structure or erection or plant or materials of any kind whatsoever over or within the Easement Strip other than any car parking roads footpaths building structures or erections marked on the Plan and low level landscaping.
4. Not without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed) to plant any tree hedge bush coppice or wood within the Easement Strip **PROVIDED ALWAYS THAT** the Company shall be permitted to cut and/or remove any tree hedge bush coppice or wood within the Easement Strip if in the Company's reasonable opinion the electrical performance operation or safety of the Underground Electric Lines is or may be affected but for the avoidance of doubt this paragraph shall not apply to the planting of crops.
5. To keep the Company indemnified from and against all costs charges and expenses properly incurred or hereafter to be incurred in respect of the construction and adoption of the Roads (and any pipes drains mains channels gutters watercourses sewers wires cables laser optical fibres electronic data or impulse transmission communications or reception systems and all other conducting media save for the Underground Electric Lines thereunder).
6. To keep the Company indemnified against all liabilities reasonably and properly incurred by the Company in respect of the Company having to carry out or comply with any obligations contained in any planning agreements including but not limited to an agreement pursuant to Section 106 of the Town and Country Planning Act 1990.

### **Schedule 4 - 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 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. the covenants on the Company's part set out in Schedule 2 are given in consideration of the grant of this Deed and benefit the Owner and constitute valuable consideration for the purposes of the Land Registration Act 2002 and the Land Registration Rules 2003;
5. the Company will apply to the Chief Land Registrar for the entry of notice of the Rights on the Title Number; and
6. any dispute arising under the provisions of this Deed shall be submitted to arbitration in accordance with the Arbitration Act 1996.

Specimen Only. This is not a Legal Document.

**EXECUTED as a DEED** )  
by the Owner acting by two Directors or a )  
Director and Secretary: )

Director

Director/Secretary

**OR**

**EXECUTED as a DEED** )  
by the Owner )  
in the presence of: )

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

**EXECUTED as a DEED** by the Company )  
by its Secretary as authorised by the )  
Board of Directors )

**OR**

**SIGNED as a DEED** by the Company )  
acting by its Attorneys )

and )  
)  
)  
)

under a Power of Attorney  
both in the presence of:

Signature of Witness:

Name (in BLOCK CAPITALS):

Address: , , ,