

WAYLEAVE CONSENT



320022665

ELECTRICITY ACT, 1947
ELECTRICITY (SUPPLY) ACTS, 1882 to 1936

32/SP 4491

BURBAGE: WORKHOUSE LANE

E.H.V. REINFORCEMENT ELECTRIC LINE

I the undersigned (hereinafter called "the Grantor") being owner of the premises described in the First Schedule hereto (hereinafter called "the said premises") HEREBY CONSENT AND AGREE to the placing laying erecting and also to the using maintaining repairing altering and replacing by THE EAST MIDLANDS ELECTRICITY BOARD (hereinafter called "the Board") of the works described in the Second Schedule hereto across the said premises and also to the entry by the Board from time to time upon the said premises by their servants agents contractors and workpeople for the purposes of inspecting maintaining repairing altering and replacing or removing the works or any of them SUBJECT NEVERTHELESS to the terms conditions and stipulations specified in the Third Schedule hereto and to payment by the Board on the Twenty-ninth day of September in each year of the sum specified in the Fourth Schedule hereto.

AND

I hereby undertake to indemnify the Board against any claims which may be made by my lessee tenant or occupier in respect of the payment to me of the said sum specified in the Fourth Schedule hereto Provided Always that the Board shall settle direct with my lessee tenant or occupier all claims for compensation for damage to his property (including livestock) for which the Board are liable to the lessee tenant or occupier under this arrangement.

THE FIRST SCHEDULE

Description of Property

Land situate in the Parish of Burbage in the Urban District
of Hinckley in the County of Leicester
comprising the intended route of the electric lines and apparatus as shown on Plan No.

THE SECOND SCHEDULE

Description of Works

(a) The placing of an overhead electric line consisting of 3 conductors and an earthwire across the said land in the line indicated by a red line on the plan attached hereto and so that no part of the said conductors or earthwire shall be less than 20 feet above the surface of the ground.

(b) The placing of 2 stays and 2 pole legs in the position indicated in red on the said plan together with all necessary guards wires and appliances.

(c) The laying at a depth of not less than 2 feet 6 inches below the surface of the said land an underground cable(s) in the line indicated by a Red dotted line on the said plan.

Such erection placing or laying to be subject to such reasonable modification as may be found necessary or desirable in the course of construction or at any future date and as may be agreed with the Grantor.

THE THIRD SCHEDULE

Conditions

1. THE Board shall:—

(a) Construct and maintain the works in accordance with any Regulations for safety for the time being in force.

(b) Give to the Grantor and the lessee tenant or occupier not less than three days' previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended execution repair alteration renewal or removal of the works.

(c) Do as little physical damage as may be in carrying out and maintaining the works and make good so far as practicable all such damage.

Regulations as
to safety to be
complied with
Notice of
commencement
of works
Reinstatement
after execution
of works

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Burbage 34
L131

Compensation
for damage

(d) All times keep the Grantor and the lessee tenant or occupier and his employees indemnified against all losses damages or expenses which any of them suffer or incur by reason or on account of any wrongful act neglect or omission of the Board their servants or agents or licensees in connection with the execution user maintenance repair alteration renewal removal or inspection of the works or by reason of any accident (not excluding the Act of God) due to or arising out of the existence of the works on the said land (except such as may be due to or caused by or arise out of the wrongful act or neglect of the Grantor or the lessee tenant or occupier or his employees) or by reason of drips from the works provided that nothing in this clause shall exclude the operation of the Law Reform (Contributory Negligence) Act 1945.

Rates, Taxes,
etc.

(e) Bear all rates taxes impositions or outgoings separately assessed levied taxed or imposed in respect of the works.

Lop Trees, etc.

(f) If after giving twenty-one days' notice to the Grantor to lop cut or fell any tree or hedge which obstructs or interferes with or which will obstruct or interfere with the works and such lopping cutting or felling is not carried out then the Board shall unless the Grantor objects be at liberty to carry out such works and in either case the expenses incurred in complying with the Board's requirements shall be borne by the Board and in addition the Board shall pay to the Grantor for any tree which may be felled by the Board such reasonable compensation as shall be mutually agreed or in the event of difference of opinion as hereinafter provided.

Discontinuance
of user

2. IF the Board discontinue or intend to discontinue the use of the works they may give to the Grantor notice thereof in writing and on the expiration of twelve calendar months from the delivery of such notice this consent shall determine.

Notice to
terminate
by Grantor

3. THIS consent may be withdrawn by the Grantor upon giving to the Board twelve calendar months' previous notice in writing without prejudice to the rights and powers of the Board under Section 22 of the Electricity (Supply) Act 1919 or Section 11 of the Electricity (Supply) Act 1922.

Removal
of Works

4. ON the determination of this consent under either of the last two preceding Conditions hereof the Board shall (subject to their rights under the sections of the Acts of 1919 and 1922 referred to in the last preceding Condition hereof) unless expressly released either wholly or in part from compliance with this Condition by the Grantor with all reasonable despatch remove the works and restore the surface of the said land to the reasonable satisfaction of the Grantor and in default of compliance by the Board the Grantor shall be at liberty to execute such removal and restoration and the Board shall pay to the Grantor on demand the reasonable cost incurred by him in so doing.

Arbitration

5. IF any dispute or difference shall arise between the parties concerning the interpretation of this consent or as to their respective rights duties or obligations hereunder such dispute or difference shall be referred to a single arbitrator to be appointed jointly by the parties hereto who are parties to the dispute or difference or failing agreement between such parties to be appointed on the application of any such party by the President for the time being of the Royal Institution of Chartered Surveyors and in any case the Arbitration Act 1950 or any statutory amendment or re-enactment thereof shall apply to the reference.

Mines and
Minerals

6. NOTHING in this consent shall diminish affect or interfere with the right of the Grantor and his lessee and tenant to work any mines or minerals therein or thereunder in as full and ample a manner as if this consent had not been given and in working the said mines and minerals it shall be lawful for the Grantor to withdraw vertical and lateral support from the works and the Grantor shall not be liable to pay any compensation for damage that may be caused in working the said mines and minerals Provided nevertheless that any support for electric lines above ground erected under this consent shall be deemed to have been erected in pursuance of powers conferred on the Board under Section 22 of the Electricity (Supply) Act 1919 and the Board shall accordingly be entitled to the benefit of Section 44(2) of the Electricity (Supply) Act 1926.

Interpretation

7. IN this consent where the context so permits "GRANTOR" includes the owner and his heirs executors administrators and assigns of the land on or over which the said works are executed "LESSEE" or "TENANT" includes the executors administrators and assigns of the lessee or tenant so long as such executors administrators and assigns occupy the said land under any existing contract of tenancy thereof "BOARD" includes the successors or assigns of the Board the singular number includes the plural and vice versa and the masculine gender includes the feminine and vice versa.

Notices

8. NOTICES hereunder may be sufficiently served on the Grantor the lessee tenant or occupier if addressed by prepaid general letter post to his last known address and on the Board if so addressed to the Manager of the Local Office of the Board situate at Upper Bond Street, Hinckley.

THE FOURTH SCHEDULE

The Board shall during the continuance of this consent pay to the Grantor in respect of the consent hereby given the following annual sums that is to say:—

PART I—Rent

- | | | |
|-----|---|-----------|
| (a) | As rental:— | per annum |
| | For each single pole, strut, or stay | 1/- |
| | For each "A" or "H" pole | 1/6 |
| | For any length of overhead electric line where no supports are erected on the said land | 6d. |
| | For any electric line laid underground each 100 yards route length or part thereof | 1/- |
| (b) | The said sums shall be paid on the twenty-ninth day of September in each year the first payment being proportioned from the date of commencing the placing of the line. | |

PART II—Compensation

- | | | | |
|-----|--|-------------|----------------------|
| (a) | As compensation for interference with agriculture, in respect of:— | Erected on | |
| | | Arable land | Cultivated grassland |
| | | per annum | per annum |
| | Each single pole, strut, or stay | 5/- | 2/6 |
| | Each "A" or "H" pole | 7/6 | 3/9 |

Such sums shall become due in advance on the twenty-ninth of September in every year the first payment including the proportion applicable for the period from the date of the erection of each pole or the laying below ground of each one hundred yards of underground cable to the twenty-ninth day of September next succeeding.

DATED this

22nd

day of

October

One thousand nine hundred and

sixty four

For Leicester Co-operative Society Ltd.

WITNESS

Signature of Grantor.....
(If more than one owner all owners must sign this consent).

Name

Address

Address

Leicester.

Occupation

Occupation
of Owner

Works Manager L.C.S.