

Dated 1<sup>st</sup> December 2017

DEED OF GRANT

Between

(1) Lancashire County Council

and

(2) Applethwaite Limited

and

(3) Electricity North West Limited

Relating to  
cables in land at Walton Gardens, Liverpool Road,  
Hutton, Preston

LCC  
DEED NUMBER

SM13

LAND REGISTRY

LAND REGISTRATION ACT 2002

**ADMINISTRATIVE AREA:** Lancashire: South Ribble

**TITLE NUMBER:** LA688305

**PROPERTY:** Walton Gardens, Liverpool Road, Hutton, Preston

**THIS DEED** is made the 1st day of December 2017

**BETWEEN**

- (1) **LANCASHIRE COUNTY COUNCIL** of County Hall Preston PR1 8XJ (**the Grantor**) where the term Grantor shall include successors in title and where the Grantor comprises more than one party the obligations on the Grantor's part shall be joint and several of the first part and
- (2) **ELECTRICITY NORTH WEST LIMITED** (Co Regn No 2366949) whose Registered Office is situate at 304 Bridgewater Place Birchwood Park Birchwood Warrington WA3 6XG (**the Grantee**) where the term Grantee shall include successors in title of the second part and
- (3) **APPLETHWAITE LIMITED** (Co Regn No 05187755) whose registered office is situate at Sceptre House Sceptre Way Bamber Bridge Preston PR5 6AW (**the Covenantor**) where the term Covenantor shall include successors in title and where the Covenantor comprises more than one party the obligations on the Covenantor's part shall be joint and several of the third part

**WHEREAS:**

- (A) The Grantor is the registered proprietor of the property known as Walton Gardens Liverpool Road Hutton Preston in the county of Lancashire which is registered at the Land Registry under the Title Number (**the Property**) for an estate in fee simple in possession

- (B) The Grantee is a public electricity distributor under the terms of the Electricity Act 1989 and the owner of an electricity distribution system and the rights and liberties hereinafter mentioned are required by the Grantee for the purposes of its undertaking
- (C) The Grantor has agreed to grant to the Grantee the rights and liberties hereinafter described in consideration of the sum of One Pound (£1.00)

**NOW THIS DEED WITNESSETH** as follows:

1 In pursuance of the said agreement and in consideration of the sum of One Pound (£1.00) paid by the Grantee to the Grantor (the receipt whereof the Grantor hereby acknowledges) the Grantor hereby grants with full title guarantee unto the Grantee as follows


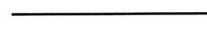



1.1 **FULL AND FREE RIGHT AND LIBERTY** for the Covenantor and its successors in title to lay erect and construct the underground electric lines (with the intention of transferring the said underground electric lines (together hereinafter referred to as **the Underground Electric Lines**) and ancillary apparatus to the Grantee in the land (**the Easement Land**) situate at the Property and shown 2 metres in width cross hatched yellow on the plan annexed hereto and to carry out any reinstatement of the said land consequential thereto **AND ALSO** full right and liberty for the Covenantor and all persons authorised by it from time to time and at all reasonable times during the said laying erections construction and reinstatement to enter upon the Property for all or any of the purposes aforesaid (**the Works**)

1.2 **FULL AND FREE RIGHT AND LIBERTY** for the Grantee and its successors in title and all persons authorised by it to:

1.2.1 lay construct use test inspect maintain repair alter supplement replace relay renew and remove or render unusable along and under the Easement Land such Underground Electric Lines as the Grantee may from time to time require in connection with its undertaking and for this purpose to enter upon the Property on reasonable prior written notice (except in case of emergency) with or without workmen vehicles and equipment and to break open the surface of and excavate in the Easement Land so far as this may be necessary from time to time reinstating the same as near as possible to its former state and condition as soon as reasonably possible **PROVIDED** that such



KEY

2 METRE WIDE CABLE EASEMENT	
EXISTING OVERHEAD LINE	
EXISTING POLE	
PROPOSED STAY	
PROPOSED POLE	

REVISIONS

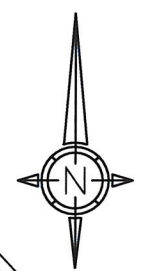
*Handwritten signatures and initials*

REPRODUCED FROM OR BASED UPON THE  
 ORDNANCE SURVEY'S MAP OF 2014  
 WITH THE PERMISSION OF THE CONTROLLER  
 OF HER MAJESTY'S STATIONERY OFFICE.  
 CROWN COPYRIGHT RESERVED. LICENCE No.100017892  
 ELECTRICITY NORTH WEST LIMITED registered office:  
 304 BRIDGEWATER PLACE, BIRCHWOOD PARK  
 BIRCHWOOD, WARRINGTON, WA3 6XG  
 DATE: 08/06/17



DRAWN R Sutcliffe REF No W7948  
 ORIGINATOR G Barton DATE 08/06/17

Electricity Apparatus to  
 the rear of Walton  
 Gardens, Liverpool Road,  
 Hutton, Preston



Issues

LOCATION PLAN

SCALE : 1:1250  
 ORDNANCE SHEET SD4926-66

SCALE AS INDICATED  
 DRAWING NUMBER SHEET  
 EW •A3• 28735



easements and rights shall not become operative and enforceable against the Grantor until such time as the said works have been completed by the Covenantor and with the Grantee's agreement the ownership thereof has been transferred to the Grantee **PROVIDED FURTHER** that if the said works have not been completed and with the Grantee's agreement transferred to the Grantee within five years of the date of this deed of grant then the easements and rights hereby granted to the Grantee and the covenants both by and for the benefit of the Grantee shall cease and be of no effect as if the same had never been granted or given

1.2.2 to erect retain construct use test inspect maintain repair alter supplement replace renew and remove the overhead electric lines and electrical plant specified in the Schedule hereto (together hereinafter referred to as **the Overhead Electric Lines**) on and over that part of the Property described in the Schedule and as incidental to the rights and liberties hereinbefore described **FULL RIGHT AND LIBERTY** for the Grantee and its successors in title and all persons authorised by it at its own expense and in proper and woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the Property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the Overhead Electric Lines

**TO HOLD** the said rights and liberties unto the Grantee in fee simple as appurtenant to its undertaking and electricity distribution system

2 The Grantee hereby covenants with the Grantor as follows:

- 2.1 To exercise the rights and liberties hereby granted in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affecting the same
- 2.2 To make good all damage caused to the Easement Land and the Property in the exercise of the rights and liberties hereby granted to the Grantee as soon as is reasonably practicable
- 2.3 To make good to the reasonable satisfaction of the Grantor any physical damage to the Property or to the buildings trees hedges fences crops or

livestock of the Grantor caused by the Overhead Electric Lines or by the erection of the Overhead Electric Lines and if for any reason any such damage cannot be made good or if the Grantee so prefers it shall in lieu of making good such damage compensate the Grantor therefor

2.4 If required by the Grantor so to do it will remove from the Property, all timber cordwood and brushwood felled or lopped in the exercise of the rights and liberties hereby granted

2.5 To indemnify the Grantor against all claims, expenses and demands arising out of the exercise by the Grantee of any of its rights hereunder and caused by the negligent act or omission of the Grantee (or any persons under its control or acting with its authority) **PROVIDED ALWAYS** that this indemnity shall not extend to any injury or damage caused solely by the Grantor (or any person under the control of or acting with the authority of the Grantor) or to such proportion of such injury or damage as may be directly attributable to the Grantor (or such person as aforesaid) and in relation to the indemnity under this clause 2.5 in no circumstances shall the Grantee be liable in contract, tort (including negligence, nuisance and/ or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any economic or consequential loss whatsoever **AND PROVIDED FURTHER** that the Grantor shall forthwith give notice in writing to the Grantee of any such claims, expenses or demands suffered, brought or sustained by or against the Grantor and the Grantor shall not settle, adjust or compromise the same without the prior written consent of the Grantee **AND PROVIDED FURTHER** that in respect of liability for matters other than death and personal injury the total liability of the Grantee under this sub-clause 2.5 shall not exceed the sum of Five Million pounds (£5,000,000.00) for any one claim or series of claims arising from the same incident

**PROVIDED THAT** the covenants given at clauses 2.1 and 2.2 shall not be operative or enforceable against the Grantee until such time as the Covenantor shall have completed the Underground Electric Lines and with the Grantee's agreement transferred ownership thereof to the Grantee

3 The Covenantor hereby covenants with the Grantor and as a separate covenant with the Grantee as follows:

- 3.1 To pay all rates and taxes which may be imposed in respect of the easements and rights hereby granted to the Covenantor
- 3.2 To make good to the reasonable satisfaction of the Grantor and its tenants any damage to the said land all buildings erections and all other property of the Grantor or its tenants thereon caused by the carrying out of the Works
- 3.3 To carry out the Works in such manner as to do as little damage as reasonably possible to the said land
- 3.4 To keep the Grantor and its tenants indemnified against all actions claims expenses and demands arising by reason of the act or default of the Covenantor or its servant or agent in connection with the carrying out of the Works for a period of five years from the date of this Deed
- 3.5 To keep the Grantee indemnified for a period of five years from the date of transfer of the said works to the Grantee against all actions claims costs expenses and demands (including without prejudice to the generality of the foregoing legal surveyor's and other agents fees reasonably incurred in dealing with such claims and demands) and whether arising before or after the said date of transfer by reason of the act or default of the Covenantor or its servants agents or contractors in connection with the exercise of the easements and rights granted by the Grantor pursuant to clause 1.1 above and the Covenantor's covenants and indemnities in this clause 3 **PROVIDED** that the Grantee shall not settle or compromise any such action claim cost expense and demand without the prior consent of the Covenantor (such consent not to be unreasonably refused or withheld) **PROVIDED FURTHER** that the Covenantor will (in addition to the aforesaid indemnity and if so requested by the Grantee) undertake the conduct of such claim or demand and dispose thereof on reasonable terms with all reasonable expedition and due diligence and if the Grantee so requires in such manner as the Grantee may at its option reasonably determine **PROVIDED FURTHER** that the Covenantor will at its own cost and expense provide the Grantee with all such information evidence plans and drawings relating to its carrying out of the Works as the Grantee shall reasonably require to enable the Grantee to deal with or dispose of such action claim or demand

4 The Grantor with intent to bind the Easement Land and (so far as the same is affected by the stipulations and restrictions in this clause contained) the Property into whosoever hands the same may come and for the benefit and protection of the Underground Electric Lines the Overhead Electric Lines and the undertaking and electricity distribution system of the Grantee **HEREBY COVENANTS** with the Grantee and as a separate covenant with the Covenantor that the Grantor and those deriving title under the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions:

- 4.1 Not to drive spikes or stakes into the Easement Land nor to plant any trees or deep rooted shrubs therein
- 4.2 Not to alter the level of the Easement Land from that existing at the date hereof nor to cover the surface thereof with any material which makes it more difficult for the Grantee to exercise the rights hereby granted in respect of the Easement Land
- 4.3 To keep the Easement Land forever hereafter open and unbuilt upon
- 4.4 That nothing shall be done or permitted or suffered to be done by the Grantor its servants or agents upon the Easement Land or the Property which may in any way interfere with or damage the said underground electric lines or which makes it more difficult for the Grantee to exercise the rights hereby granted
- 4.5 That no part of any dwellinghouse building or other erection which may at any time be upon the Property shall be so constructed or placed and no tree shrub or underwood which may at any time be planted upon the Property shall be allowed to grow so as to be or come when falling within 3 metres of the Overhead Electric Lines at maximum sag in still air or at any degree of swing up to forty-five degrees or so as to encroach upon the foundations of the poles mentioned in the Schedule hereto
- 4.6 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 electric line at any point of the span less than 5.2 metres when the Overhead Electric Lines are at maximum sag in still air or at any degree of swing up to forty-five degrees
- 4.7 that nothing shall be done or permitted or suffered to be done by the Grantor



his servants or agents upon the Property which may in any way interfere with or damage the Overhead Electric Lines or which makes it more difficult for the Grantee to exercise the rights hereby granted

5 It is hereby agreed and declared by and between the parties hereto as follows:

5.1 in this clause the expression:

**Alternative Route** means a route or routes within the Property as near as possible to the Overhead Electric Lines as shall be a suitable alternative for the Grantee's purpose and the position of which shall have been agreed between the Grantor and the Grantee (both parties acting reasonably)

5.2 If (at or near to the end of their useful operational life) the Grantee shall desire to rebuild the Overhead Electric Lines in an Alternative Route the following terms and conditions shall apply:

5.2.1 The Grantee shall give to the Grantor not less than three month's notice in writing of its desire to implement this clause

5.2.2 As soon as is reasonably practicable after the service of the said notice the Grantor and the Grantee shall use all reasonable endeavours to agree the Alternative Route and following agreement the Grantor will by deed with the concurrence of every mortgagee and incumbrancer (such concurrence to be procured by and at the expense of the Grantor) and without payment of any consideration by the Grantee grant in fee simple easements to the Grantee in respect of the Alternative Route for the erection of the Overhead Electric Lines such grant to be in the like form and contain the like provisions and covenants (mutatis mutandis) as are herein contained

5.2.3 As soon as reasonably practicable after the later of (a) the expiration of the said three month's notice and (b) completion of the grant of easements in respect of the Alternative Route the Grantee shall at its own expense (in the following order of events):

5.2.3.1 complete the erection of the Overhead Electric Lines along the Alternative Route and the bringing into use thereof

5.2.3.2 remove the Overhead Electric Lines installed pursuant to such of the rights and liberties hereby granted as are required to be released

5.2.3.3 surrender such of the rights and liberties hereby granted as are required to be released

PROVIDED THAT:

5.2.3.4 if the Grantee or its contractors are prevented from complying with sub-clause 5.2.3 by reason of outbreak of war or civil insurrection or fire tempest frost inclement weather or other inevitable cause or accident or strike or lock out of workmen or the failure of the Grantee to obtain satisfactory supplies materials or labour or by reason of accident to the works or force majeure or by reason of the Grantee either having to redeploy the workforce assigned to carry out the works in order to carry out emergency work or repairs to its electrical plant and electric lines or by reason of any unavoidable cause for which the Grantee is not responsible in each such case the Grantee shall be allowed such extensions of time as are reasonable in the circumstances

5.2.3.5 notwithstanding any provision of this sub-clause 5.2.3 the Grantee shall not under any circumstances be liable to the Grantor for any special indirect or consequential loss or damage arising under contract or otherwise including negligence and breach of statutory duty The term "consequential loss" shall include but is not limited to costs claims damages or expenses calculated by reference to loss or reduction of revenue or profit or loss of contracts (provided that nothing in this sub-clause shall be construed as an attempt to exclude or limit the liability of the Grantee in negligence for death of or injury to any person)

6 In this Deed the expression **electric lines** shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall be interpreted and construed accordingly and shall also include all joint boxes and apparatus ancillary to underground and overhead electric lines

7 The Grantor and the Grantee hereby apply to the Chief Land Registrar to enter notice of the rights hereby granted and the covenants herein contained in the Charges Register of the Title Number

8 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and save as herein provided no person other than the parties to this Deed shall have any rights under it nor shall it be enforceable by any person other than the parties to it

**EXECUTED AS A DEED** by the parties hereto and delivered the day and year first before written

## THE SCHEDULE

Electric lines consisting of 1 wooden pole for supporting the same and 2 stays and the approximate position of the said wooden pole being indicated by a black circle on the said plan and the approximate position of the stays being indicated by red "T" marks on the said plan.

**EXECUTED as a DEED** )  
by **LANCASHIRE COUNTY COUNCIL** in )  
the presence of:  
Signature of Witness:  
Name (in BLOCK CAPITALS):  
Address:

**EXECUTED as a DEED** )  
by **APPLETHWAITE LIMITED** acting by )  
two Directors or a Director and )  
Secretary: )  
Director  
Director/Secretary

**SIGNED as a DEED** by **ELECTRICITY** )  
**NORTH WEST LIMITED** acting by its )  
Attorneys Andrew Hamilton Nashed and )  
Aller Dawlat under a Power of Attorney )  
both in the presence of:


Signature of Witness: *Saur*

Name (in BLOCK CAPITALS): **SATINDER KAUR**

Address: Geldards LLP, The Arc, Enterprise Way, Nottingham NG2 1EN