

DATED _____ 2015

and

MORTGAGEE

to

**NORTHERN POWERGRID (YORKSHIRE) PLC OR
NORTHERN POWERGRID (NORTHEAST) LIMITED.**

DEED OF GRANT

For electric lines and apparatus at

LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 2002

DISTRICT :

TITLE NUMBER :

PROPERTY :

THIS DEED OF GRANT is made the day of 2015

BETWEEN (1)

(2) **NORTHERN POWERGRID (YORKSHIRE) PLC or NORTHERN
POWERGRID (NORTHEAST) LIMITED** whose registered office is at
Lloyds Court 78 Grey Street Newcastle upon Tyne Tyne & Wear NE1
6AF (Company Number *****)

(3) **[MORTGAGEE]**

(4) **[TENANT]**

1. Definitions and Interpretation

1.1 In this Deed the following words and expressions shall where the context so admits be deemed to have the following meanings:-

Adoption Date means the date on which the Company formally adopts the Underground Lines laid and installed in the Cable Reserve accepting responsibility for them as part of its electricity distribution network on the date on which this occurs to be confirmed in writing by the Company

Apparatus means the Underground Lines laid or placed or to be laid or placed pursuant to the provisions of this deed

Cable Reserve means the land shown coloured green on the Plans

Company means Northern Powergrid (Yorkshire) Plc or NORTHERN POWERGRID (NORTHEAST) LIMITED which expression shall include the Company's successors and assigns

Grantor means _____ which expression shall include the Grantor's successors and assigns

Land means the land of the Grantor as briefly described in Part II of the First Schedule

Liabilities means all actions proceedings claims demands damages losses costs and expenses

[**Lease** means the lease details of which are contained in Part 1 of the Sixth Schedule]

[**Delete if no lease**]

[**Leased Land** means the land demised by the Lease]

[**Mortgage** means the charge details of which are contained in Part 1 of the Sixth Schedule] [**Delete if no mortgage**]

[**Mortgagee** means _____] [**Delete if no mortgage**]

Plan 1 means that part of Drawing Number _____ attached to this Deed marked "Location Plan"

Plan 2 means that part of Drawing Number attached to this Deed marked
“Detail Plan”

Plans means Plan 1 and Plan 2 as the context requires

Price means the sum of One pound

Rights means each or any of the rights and liberties specified in the Second Schedule

Specified Distance means the Cable Reserve and the land within a lateral distance of
[] metres measured from either side of the Cable Reserve

[Tenant means which expression shall include the Tenant's successors
and assigns] **[Delete if no Lease]**

Underground Lines means electric (and other) cables and lines inspection covers
manholes joint boxes and all apparatus appertaining thereto

1.2 Words importing the singular include the plural and vice versa

1.3 Words importing the masculine include the feminine and neuter

1.4 Words importing natural persons include corporations bodies and firms and all such
words shall be construed interchangeably in that manner

- 1.5 Where a party consists of one or more persons all agreements and obligations of that party shall take effect as joint and several agreements and obligations
- 1.6 References to any act include references to any statutory modification or re-enactment of such act for the time being in force and any order instrument regulation or bye-law made or issued thereunder
- 1.7 References to a clause or a Schedule are to a clause or Schedule of this Deed and the Schedules to this Deed are deemed to be incorporated in it
- 1.8 The symbols shown on the Plans are to be interpreted by reference to Part I of the First Schedule
- 1.9 The clause and any paragraph headings in the body of this Deed and the Schedules are for the convenience of the parties only and do not affect its construction or interpretation
- 1.10 A covenant by the Grantor with the Company not to do an act or thing shall include a covenant not to permit suffer or allow such act or thing

2. Operative Provisions

- 2.1 In consideration of the Price now paid by the Company to the Grantor (the receipt of which the Grantor hereby acknowledges) the Grantor hereby grants unto the Company the Rights **TO HOLD** unto the Company in fee simple to the intent that the same shall be appurtenant to and for the benefit of the Company's undertaking and all such lands and hereditaments owned and occupied by the Company for the purposes of their undertaking as are accommodated by the Rights and to each and every part of such

land and hereditaments

- 2.2 The Grantor hereby covenants with the Company (to the intent that the burden of this covenant may run with and bind the Land and each and every part thereof into whosoever hands the same may come and to the further intent that the benefit of this covenant may be annexed to and enure for the protection and benefit of the Company's property and undertaking and the said rights and liberties and each and every part thereof) to observe and perform the covenants and conditions and stipulations contained in the Third Schedule
- 2.3 The Company hereby covenants with the Grantor that from and after (but not before) the Adoption Date it shall observe and perform the covenants conditions and stipulations contained in the Fourth Schedule
- 2.4 The Grantor hereby covenants at all times to keep the Company indemnified against all actions proceedings claims demands costs charges and expenses arising out of death injury loss or damage occurring to any person or to any property which shall be occasioned by any breach by the Grantor its servants agents workmen contractors licensees or invitees of the foregoing covenants on the Grantor's part and the Grantor will make good to the Company any such loss or damage of or to the property of the Company arising from any such breach PROVIDED ALWAYS that this shall only apply with effect from the Adoption Date
- 2.5 The Company hereby covenants at all times to keep the Grantor indemnified against all actions proceedings claims demands costs charges and expenses arising out of death injury loss or damage occurring to any person or to any property which shall be occasioned by any breach by the Company its servants agents workmen contractors

licensees or invitees of the foregoing covenants on the Company's part and the Company will make good to the Grantor any such loss or damage of or to the property of the Grantor arising from any such breach PROVIDED ALWAYS that this shall only apply with effect from the Adoption Date

2.6 The Grantor and the Company hereby agree declare [and acknowledge] those matters contained in the [Part I] Fifth Schedule

[2.7 The Mortgagee covenants and agrees with the Company in the terms set out in Part II of the Sixth Schedule] **[Delete if no mortgage]**

[2.8 The Tenant covenants and agrees with the Company in the terms set out in Part II of the Seventh Schedule **[Delete if no Tenant]**

2.9 Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first hereinbefore written

THE FIRST SCHEDULE

PART I

The Plans

Land or lands shown coloured green indicate the Cable Reserve of the width shown

PART II

The Land

All that land situate at [which land comprises the whole of the above mentioned Title Number]

SECOND SCHEDULE

Rights granted by this Deed

1. To lay and place the Apparatus and the Underground Lines in the Cable Reserve at any time or times
2. To enjoy the benefit of support for the Apparatus from the subjacent and adjacent land of the Grantor
3. To use maintain inspect repair renew and remove the Apparatus
4. From time to time to modify or reposition the whole or any part of the Apparatus PROVIDED THAT the position of such modified or repositioned Apparatus shall be within the Cable Reserve or as close thereto as is reasonably practicable and shall (where outside of the Cable Reserve) be promptly notified to the Grantor by the Company and shall be recorded upon plans to be produced by the Company and which shall be signed by or on behalf of the Grantor and the Company respectively and which shall be attached to this Deed and the Duplicate thereof PROVIDED ALWAYS that the exercise of such rights and liberties shall be subject to the Company
 - (a) making good all damage caused to the Land
 - (b) paying in any case where the Company shall have installed additional Apparatus upon the Land outside of the Cable Reserve reasonable compensation in respect of the

additional areas of the Land taken up by such additional Apparatus and in the event that the parties shall have been unable to agree the amount of the compensation to be paid to the Grantor by the date upon which the works to and upon the additional Apparatus shall have been completed and the Apparatus brought into operation either party may by notice in writing require that the matter be referred to arbitration in accordance with the provisions of paragraph 3 of the Fifth Schedule

5. For the Company and all persons authorised by it with or without vehicles plant and equipment from time to time and at all times hereafter to enter upon the Land for all purposes in connection with the Apparatus together with full and free right of way to and from the Land from and to the public highway

6. For the Company and all persons authorised by it to lop trim fell or remove any bush or tree (including the roots thereof) which may interfere with or endanger the Apparatus or impede the Company's right of access thereto

THE THIRD SCHEDULE

Grantor's Covenants

1. Not at any time to do any act or thing upon the Land which may interfere with damage endanger or cause a leakage of electricity from the Apparatus or impede the Company's access thereto

2. Without prejudice to the generality of paragraph 1 above

2.1 Not to erect or place any buildings stacks or structures including (without limitation) radio and television aerials within the Cable Reserve

2.2 Not to place or deposit any articles materials or things within the Cable Reserve

2.3 Not to plant or grow trees or bushes within the Cable Reserve or so close to it as to be

likely to encroach into it

- 2.4 Not to alter the level of the surface of the Land within the Cable Reserve
- 2.5 Not to lay any concrete or other substance within the Cable Reserve
- 2.6 Not to bring anything into contact with the Apparatus or so near to the Apparatus as to cause a leakage of electricity therefrom

THE FOURTH SCHEDULE

The Company's Covenants

- 1. To make good to the reasonable satisfaction of the Grantor any damage to the Land caused by the Company in the exercise of the Rights provided that if for any reason such damage cannot be made good the Company shall in lieu of making good such damage pay reasonable compensation to the Grantor
- 2. Except insofar as it may be necessary for the proper exercise of the Rights not to unduly impede the free and uninterrupted user of the Land

THE FIFTH SCHEDULE

Agreements Declarations and Acknowledgements

PART I

- 1. The Rights or any of them may be exercised by any member of the same group as the Company as well as by the Company
- 2. This Grant incorporates covenants by the Grantor with the Company for title and for further assurance in respect of the Rights to the same effect as the covenants referred to in Sections 2 and 3 (1) and (2) of the Law of Property (Miscellaneous Provisions) Act 1994
- 3. Any dispute or difference arising under the Third and Fourth Schedules of this Deed

shall be submitted to arbitration in manner provided by the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

4. Nothing contained in this Deed shall prejudice restrict interfere with or otherwise affect any of the statutory or other rights powers obligations and duties for the time being vested in the Company howsoever arising as the electricity distributor for the distribution of electricity for the region in which the land is situated or the performance of the Company of any such obligations or duties or the means by which the Company shall in its absolute discretion exercise its rights or powers or fulfil or discharge any such obligations or duties

5. Noting in this Deed shall make the Company liable for any Liabilities relating to the subject matter of this Deed that arise or have arisen prior to the Adoption Date

6. If any inconsistency shall be found between the Plans the contents of Plan 2 shall prevail over the contents of Plan 1

7. The Grantor and the Company do now apply to the Registrar to enter notice of the Rights hereby granted and of the covenants herein contained in the Register of the above mentioned title **[If Registered land use this paragraph]**

8. The Grantor hereby acknowledges the right of the Company to the production of the documentation specified in Part II of this Fifth Schedule and to delivery of copies thereof and hereby undertakes with the Company for the safe custody of the said documents] **[If unregistered land use this paragraph]**

9. The Grantor hereby covenants with the Company that as and when the documents specified in Part II of this Schedule or any of them shall come into the possession of the

Grantor or the persons deriving title under the Grantor the Grantor will at the request and cost of the Company or its successors in title execute a statutory acknowledgement for production and undertaking for the safe custody thereof and that in the meantime and until such undertaking shall be given every person for the time being having possession or control of the said documents will keep the same safe whole uncanceled and undefaced unless prevented from so doing by fire or other inevitable accidents [if unregistered land and land is mortgaged use this clause]

PART II

<u>Date</u>	<u>Document</u>	<u>Parties</u>
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SIXTH SCHEDULE

PART I

Particulars of Mortgage

<u>Date</u>	<u>Document</u>	<u>Parties</u>
	Legal Charge	The Grantor (1) The Mortgagee (2)

PART II

The Mortgagee

1. The Mortgagee hereby grants and confirms the Rights and consents to the payment of the Price by the Company to the Grantor

2. The Rights are freed from the principal monies and interest secured by and all claims and demands under the Mortgage

3. In all other respects the Mortgage shall remain in full force and effect

4. The Mortgagee hereby acknowledges the right of the Company to production of the documents specified in Part II of the Fifth Schedule hereto and to delivery of copies thereof]
[if unregistered land]

5. There shall be deemed to be incorporated in this Grant covenants by the Mortgagee with the Company for title and for further assurance in respect of the said rights and liberties to the same effect as the covenants referred to in Sections 2 and 3 (1) and (2) of the Law of Property (Miscellaneous Provisions) Act 1994] [Not bank]

[6. The Mortgagee as proprietor of the Mortgage hereby consents to the appropriate entries being made on the Register of the above mentioned title]

SEVENTH SCHEDULE

PART I

The Lease

Date

Parties

Property Demised

PART II

The Tenants Agreements and Covenants

1. The Tenant for the remainder of the term of years demised by the Lease and for any

2. The Tenant hereby covenants with the Company (to the intent that the burden of this covenant may run with and bind the Leased Land and each and every part thereof into whosoever hands the same may come and to the further intent that the benefit of this covenant may be annexed to and enure for the protection and benefit of the Company's property undertaking and the Rights and each and every part thereof) to observe and perform the covenants conditions and stipulations contained in the Third Schedule

4. The Tenant hereby acknowledges the right of the Company to production of the document specified in Part I of this Schedule and to delivery of copies thereof

5. There shall be deemed to be incorporated in this Deed covenants by the Tenant with the Company for title and further assurance in respect of the Rights to the same effect as the covenants referred to in Sections 2 and 3 (1) and (2) of the Law of Property (Miscellaneous Provisions) Act 1994

EXECUTED AS A DEED by _____)

acting by a director and its)
secretary :)

Director

Secretary

EXECUTED AS A DEED by)
affixing the **COMMON SEAL** of)
MORTGAGEE)
in the presence of :-)

EXECUTED AS A DEED by)
NORTHERN POWERGRID)
(YORKSHIRE) PLC acting by a)
director and its secretary :)

Director

Secretary