



DATE: 20[]

**DEED OF EASEMENT – OVERHEAD LINES
RELATING TO []**

Between

[]

and

SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

(SSE REF: [])

Legal Services
No.1 Forbury Place
43 Forbury Road
Reading
RG1 3JH

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THIS DEED OF EASEMENT is made on the [] day of [] 20[●]

BETWEEN:

- 1. [●] (Company Number [●]) whose registered office is at [●] (the “**Grantor**”)
- 2. **SOUTHERN ELECTRIC POWER DISTRIBUTION PLC** (Company Number 4094290) whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading RG1 3JH (the “**Grantee**”)

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

“**Dominant Tenement**”: the undertaking of the Grantee and its properties and rights;

“**Easement Strip**”: the strip of land [●] metres either side of the Lines;

“**Grantor’s Land**”: the Grantor’s land now comprised in the Title Number [●];

“**Lines**”: all electrical plant and overhead electric lines (as defined in section 64 of the Electricity Act 1989), works, poles and stays installed or to be installed on the Grantor’s Land shown by red lines, red dots and “T” marks on the Plan and all appurtenant apparatus;

“**Plan**”: the plan annexed to this Deed with drawing number [●];

“**Rights**”: the rights set out in Schedule 1.

1.2 The expressions “the Grantor” and “the Grantee” wherever the context so admits shall include their respective successors in title and all persons deriving title under the Grantor and the Grantee and the owners and occupiers for the time being of the Grantor’s Land and where the Grantor’s Land has been disposed of in parts be construed as comprising all the owners and occupiers for the time being of the respective parts.

1.3 Where any party to this Deed comprises more than one person their obligations shall be joint and several obligations.

1.4 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done.

2. GRANT

In consideration of the sum of one pound paid by the Grantee to the Grantor (the receipt of which is hereby acknowledged) the Grantor grants the Rights, with full title guarantee and in fee simple, to the Grantee for the benefit of the Dominant Tenement.

3. GRANTEE’S COVENANTS

The Grantee covenants with the Grantor to observe and perform the covenants set out in Schedule 2.

4. GRANTOR’S COVENANTS

The Grantor covenants with the Grantee to the intent that the burden of the covenants will run with and bind the Grantor’s Land and every part of it, in each case for the benefit of the Grantee and the Dominant Tenement, to observe and perform the covenants set out in Schedule 3.

5. NOTICES

Any notices to be served under this Deed shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925.

6. REGISTRATION

The Grantee shall as soon as reasonably practicable register this Deed at the Land Registry.

7. DISPUTE RESOLUTION

7.1 Any dispute arising under this Deed shall be determined by a single expert, whose appointment is to be agreed upon between the Grantor and Grantee or failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Royal Institution of Chartered Surveyors.

7.2 The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the Grantor and the Grantee in such proportions as the expert shall direct.

8. *[RELOCATION]*

8.1 *[In this clause, the expression "Alternative Route" means such alternative location for the Easement Strip within the Grantor's Land as shall be approved by the Grantee (such approval not to be unreasonably withheld) and approved by any planning or other relevant authority.*

8.2 *If, at any time, the Grantor intends to develop any part of the Grantor's Land whereby such development would constitute a breach of the Grantor's covenants in this Deed, the following provisions of this clause shall apply.*

8.3 *The Grantor shall give to the Grantee not less than twelve months' written notice of its intention to develop, with such notice to propose an Alternative Route no less commodious or convenient than the existing Easement Strip.*

8.4 *The Alternative Route having been approved, the Grantor shall grant rights in respect of the Alternative Route by deed to the Grantee subject to the following conditions:*

8.4.1 *the rights shall be granted with full title guarantee and for £1.00 consideration;*

8.4.2 *the rights shall be granted in fee simple;*

8.4.3 *the rights shall be no less than the Rights;*

8.4.4 *the deed shall otherwise contain like provisions and covenants as this Deed.*

8.5 *Subject to all necessary materials and labour being available, but otherwise as soon as reasonably practicable after the grant of rights in respect of the Alternative Route, the Grantee shall:*

8.5.1 *lay, install and commission any new Lines and ancillary apparatus along the Alternative Route;*

8.5.2 *decommission any existing Lines no longer in use; and once decommissioned*

8.5.3 *offer to surrender, so far as necessary, the Rights to the Grantor.*

8.6 *The Grantor shall pay to the Grantee within fourteen days of demand all internal and external costs, charges and expenses incurred, sustained or anticipated (provided such costs are then incurred or returned to the Grantor) by the Grantee in connection with:*

8.6.1 *the Grantee's obligations in clause 8.5.1 and 8.5.2;*

8.6.2 *the preparation, consideration and completion of all documentation required in respect of the grant of the new rights in respect of the Alternative Route and the surrender (so far as is necessary) of the Rights, including stamp duty land tax, Land Registry fees, surveyors' and legal fees, VAT and disbursements.]*

Executed as a deed and delivered on the date set out at the head of this Deed.

SCHEDULE 1

THE RIGHTS

1. The right (for all proper purposes connected with the exercise of the Rights, with or without vehicles plant and equipment, at all reasonable times and at any time in cases of emergency) to enter onto the Grantor's Land and to pass and re-pass between the public highway and all parts of the Easement Strip over the roads, footpaths and other areas providing access to the Easement Strip and to park a vehicle thereon.
2. The right to erect, re-erect, construct, use, inspect, maintain, repair, protect, replace, renew, supplement, connect into, remove or render unusable the Lines and to break up so much of the surface of the Grantor's Land as is reasonably necessary from time to time for the purpose of exercising this right.
3. The right to fell, lop or cut in a proper manner all trees and shrubs standing on the Grantor's Land which may, if not felled lopped or cut, obstruct or interfere with the construction, maintenance or safe and efficient operation of the Lines.

SCHEDULE 2

GRANTEE'S COVENANTS

1. When exercising the Rights, the Grantee shall take reasonable precautions to avoid undue obstruction to or interference with the user of the Grantor's Land.
2. Whenever necessary following exercise of the Rights, the Grantee shall make good any physical damage it causes to the Grantor's Land to the reasonable satisfaction of the Grantor.
3. So far as is reasonably practicable and for so long as the Lines are used for or in connection with the transmission or distribution of electricity, the Grantee shall keep the Lines in good repair, and upon abandonment of the whole or any part of the Lines the Grantee shall render them permanently safe.
4. The Grantee shall indemnify the Grantor in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the Grantee's covenants in this Schedule 2.

SCHEDULE 3

GRANTOR'S COVENANTS

1. The Grantor shall not make any alteration to the Easement Strip, nor plant any tree or shrub or erect any structure on or over the Easement Strip, other than with the prior written consent (not to be unreasonably withheld) and under the supervision of the Grantee.
2. The Grantor shall not do anything that may or may be likely to cause damage to the Lines and it shall take all reasonable precautions to prevent any damage to the Lines.
3. The Grantor shall not interfere with or obstruct either the operation of or the access to the Lines.
4. The Grantor shall not permit any structure on the Grantor's Land to be within the Easement Strip and shall not permit any tree or shrub to grow so as to be, or come when falling, within the Easement Strip, save in compliance with the Electricity, Safety, Quality and Continuity Regulations 2002.
5. The Grantor shall not do anything whereby the level of the ground shall be raised so as to alter the distance between the level of the ground and the Lines, other than with the prior written consent (not to be unreasonably withheld) and under the supervision of the Grantee, and in compliance with the Electricity, Safety, Quality and Continuity Regulations 2002.
6. The Grantor shall indemnify the Grantee in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising out of or in connection with the matters referred to in the title registers of the Grantor's Land so far as they relate to the Easement Strip and/or the exercise of the Rights.

[Executed as a deed by)
[ENGLISH COMPANY LIMITED])
on being signed by:) Director
.....)
and])
Director/Secretary

[Signed as a deed by)
[NAME SURNAME])
in the presence of:])

Name of witness:
Signature:
Address:
Occupation:

[Signed as a deed on behalf of)
[FOREIGN COMPANY NAME])
A company incorporated in [territory],)
by [full name(s) of person(s) signing])
being [a] person[s] who, in accordance with)
the laws of that territory, [is][are] acting under)
the authority of the company]) Authorised [signatory][signatories]

The common seal of)
SOUTHERN ELECTRIC POWER)
DISTRIBUTION PLC)
was affixed to this deed)
in the presence of:)

Duly authorised by a resolution of the Board
of Directors of the Grantee pursuant to the
Grantee's Articles of Association