

AGREEMENT No.

R 7004

Dated 25<sup>TH</sup> OCTOBER 19 88

DUNNINGTON PARISH COUNCIL

AND  
THE NORTH EASTERN  
ELECTRICITY BOARD

**Wayleave Agreement**

FOR  
APPARATUS AT

DUNNINGTON

FILE NO. 6895	DATE FROM 1.9.88
PH	
JH	10.11.88
JH	17.11.88

07/10/88  
D.W.

R-7001

An Agreement made this 25<sup>TH</sup> day of OCTOBER 19 88

BETWEEN

BY:

(hereinafter called "the GRANTOR") of the one part and THE NORTH EASTERN ELECTRICITY BOARD whose principal office is situate at Carloli House in the City of Newcastle upon Tyne (hereinafter called "THE BOARD") of the other part.

WHEREBY IT IS AGREED as follows:—

1.—THE Board for the purpose of transmitting electrical energy may during the continuance of this Agreement and subject to the succeeding clauses hereof carry out the following acts (hereinafter referred to as "the authorised acts") namely

- (a) place on in over or under the Grantor's land and buildings at or near Dunnington, York the apparatus the position of which is shown approximately on the plan hereto annexed by means of the symbols set out in the First Schedule hereto.
- (b) use maintain repair renew and remove the said apparatus or any part thereof
- (c) lop trim or fell in a woodmanlike manner any tree or hedge which obstructs or interferes with the said apparatus or the Board's access thereto
- (d) enter on the Grantor's land at all reasonable times for any of the aforementioned purposes.

2.—THE Board shall during the continuance of this Agreement make to the Grantor a payment calculated in accordance with the Second Schedule hereto on the day of in each year provided that if the parties so agree no payment shall be made in respect of the period between the date of this Agreement and the date of the Board's entry onto the Grantor's land for the purpose of carrying out the authorised acts.

3.—THE Board shall

- (a) execute the authorised acts with all reasonable despatch and without causing undue interference with the free and uninterrupted use of the Grantor's land and buildings
- (b) during the execution of the authorised acts not cause any unnecessary damage or injury to the said land buildings or property of the Grantor or of his tenants and make good or pay reasonable compensation for such damage as is caused provided always that any claim for compensation shall be made as soon as possible after the occurrence of the damage and that the Board shall be given an opportunity to inspect the damage
- (c) maintain the said apparatus at all times in good and proper order in accordance with the Electricity Regulations for the time being in force
- (d) at all times keep the Grantor and his tenants indemnified against all damages losses or expenses which they or the Board may incur by reason of any accident to or occurring in consequence of the apparatus or of any negligence of the Board in connection therewith (except such as may be due to or caused by or arise out of the wrongful act or neglect of the Grantor or his tenants or employees).

4.—THE Grantor shall keep the Board indemnified against any claims for wayleave payments which may be made by the lessees tenants or occupiers of the said land and buildings in respect of the said apparatus.

5.—SHOULD the said land of the Grantor or any part thereof become a public highway then this Agreement shall thereupon cease and determine as to so much of the said apparatus as shall be in or over such a highway.

6.—THIS Agreement shall take effect from the date hereof and shall remain in force until determined by either party giving to the other at any time six calendar months notice of their intention in that behalf.

7.—ON the determination of this Agreement the Board shall (unless otherwise agreed with the Grantor and subject to the rights of the parties referred to in Clause 9 hereof) with all reasonable despatch remove the said apparatus and make good to the reasonable satisfaction of the Grantor all damage caused thereby.

8.—SUBJECT to the provisions of Clause 9 hereof any dispute or difference arising under this Agreement shall be submitted to Arbitration in the manner provided by the Arbitration Act 1950 to 1979 or any statutory modification thereof.

9.—THIS Agreement shall not operate so as to exclude or prejudice the rights of the parties hereto under the Electricity (Supply) Acts 1882 to 1936 and the Electricity Acts 1947 and 1957 or any statutory modification or re-enactment thereof and any Regulations made under such Acts.

AS WITNESS the hands of the Grantor and of TERENCE ROBERT PORTER  
ENGINEERING MANAGER for and on behalf of the Board.

SIGNED by the said

Witness's signature

Address

Occupation

(Signature of Grantor)

Signed by the said TERENCE ROBERT PORTER

Witness's signature

Address:

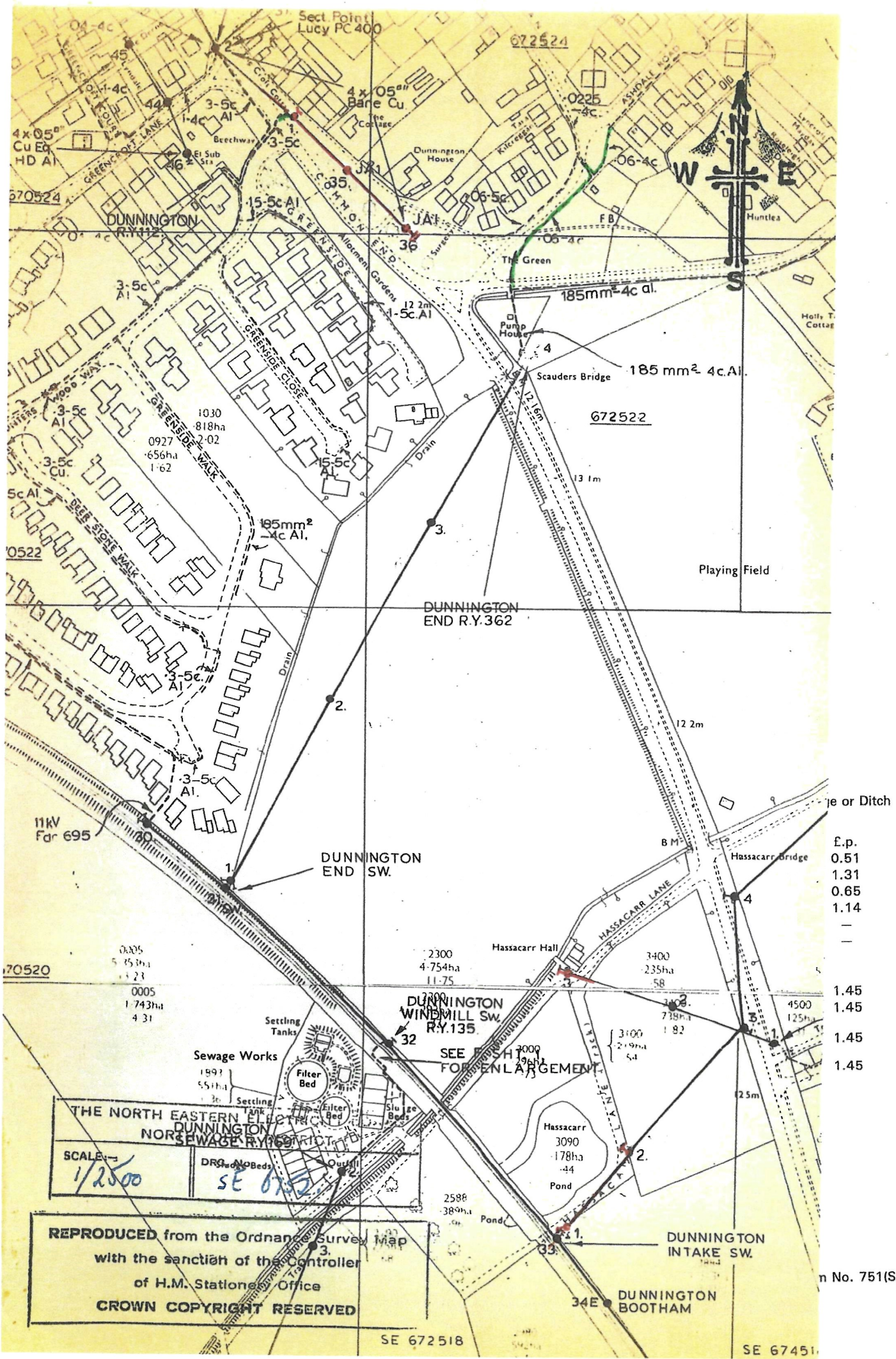
Occupation

J. HALSTONE

CLERK

T. R. PORTER

THE NORTH EASTERN ELECTRICITY BOARD  
NORTH YORKSHIRE DISTRICT  
DUNDAS STREET  
THE STONEBOW YORK YO1 2PQ



E.p.
0.51
1.31
0.65
1.14
—
—
1.45
1.45
1.45
1.45

SCALE: 1/2500  
 DRG. NO. 613  
 SE 613

REPRODUCED from the Ordnance Survey Map  
 with the sanction of the Controller  
 of H.M. Stationery Office  
 CROWN COPYRIGHT RESERVED

No. 751(S)

SE 672518

SE 67451

## THE FIRST SCHEDULE

### KEY TO PLAN

- The route of underground electric lines is shown by a green line.
- The route of overhead electric lines is shown by a red line.
- Each pole is shown by a red dot.
- Each stay or strut is shown by a red T.
- Each bracket or fixture is shown by a red cross.
- Each lattice steel mast is shown by a red rectangle.
- Each lattice steel tower is shown by a red square.
- Each inspection cover is shown by a black cross.

## THE SECOND SCHEDULE

### WAYLEAVE PAYMENTS

#### PART I — RENTS

	per annum £.p.
For each single pole, stay or strut	0.51
For each 'A' or 'H' pole	0.69
For any length of overhead line where no supports are erected on the land	0.05
For any electric line laid underground per 25 metres or part thereof	0.17
For any surface inspection cover size up to and including 0.6m x 0.6m	0.51
For any surface inspection cover size greater than 0.6m x 0.6m	0.69
For any fixture attached to a building or other structure	0.05
For each mast	0.80
For each tower with base dimensions over concrete at ground level:	
Less than 15 ft sq	1.17
15 ft sq but under 25 ft sq	2.33
25 ft sq but under 35 ft sq	3.12
35 ft sq but under 45 ft sq	4.67
45 ft sq and over	6.07

#### PART II

#### COMPENSATION FOR INTERFERENCE WITH AGRICULTURAL OPERATIONS

	Arable	Permanent Pasture/ Long Leys	Hedge or Ditch
	£.p.	£.p.	£.p.
For each single pole	6.48	0.94	0.51
For each first single stay or strut	7.88	1.70	1.31
For each additional stay or strut	3.94	0.85	0.65
For each 'A' or 'H' pole	10.52	1.82	1.14
For each surface inspection cover size up to and including 0.6m x 0.6m	6.48	0.94	—
For each surface inspection cover greater than 0.6m x 0.6m	10.52	1.82	—
For each mast with base dimensions over concrete at ground level of:			
Less than 8ft 0in x 3ft 3in (Base area under 25 sq ft)	9.89	1.90	1.45
Over 8ft 0in x 3ft 3in but under 10ft 0in x 3ft 6in (Base area over 25 sq ft but under 35 sq ft)	10.46	1.90	1.45
Over 10ft 0in x 3ft 6in but under 12ft 4in x 4ft 0in (Base area over 35 sq ft but under 50 sq ft)	11.06	1.90	1.45
Over 12ft 4in x 4ft 0in (Base area 50 sq ft and over)	11.63	1.90	1.45
For each tower with base dimensions over concrete at ground level of:			
Less than 8ft 6in sq	12.19	2.17	
8ft 6in sq but under 12ft 6in sq	16.47	2.57	
12ft 6in sq but under 17ft 6in sq	20.76	3.44	
17ft 6in sq but under 22ft 6in sq	28.55	4.81	
22ft 6in sq but under 30ft sq	37.78	6.47	
30ft sq but under 40 ft sq	47.16	7.16	
40ft sq but under 50 ft sq	57.54	9.10	
50 sq ft and over	68.32	9.96	

## JUNE 2023

R7004			
Apparatus	Quantity	Current rate	Total
Single Pole (Grass)	4	£10.33	£41.32
First Stay (Grass)	3	£3.68	£11.04
Additional Stay (Grass)	1	£2.77	£2.77
Underground Cable	4	£1.15	£4.60
Single Pole (Hedge)	2	£8.31	£16.62
First Stay (Hedge)	2	£3.61	£7.22