

AGREEMENT No.

①

R7112

Dated 20TH FEBRUARY 19 89

AND
THE NORTH EASTERN
ELECTRICITY BOARD

Wayleave Agreement

FOR
APPARATUS AT

29 COMMON ROAD, DUNNINGTON.

SEBS SE

REF No. 204	WAY LEAVE 1-1-88
INITIALED DNW	DATE
SEE POSTED JH	20-2-89
ISSUED JH	22-2-89

18-11-87
DNW

RY 42

An Agreement made this 20th day of FEBRUARY 1989
BETWEEN

(hereinafter called "the GRANTOR") of the one part and THE NORTH EASTERN ELECTRICITY BOARD whose principal office is situate at Carlil 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 29 Common Road, Dunnington.
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 ~~STUART JAMES RALSTON~~
ENGINEERING MANAGER for and on behalf of the Board.

SIGNED by the said

Witness's signature

Address

Occupation

(Signature of Grantor) X

Signed by the said ~~STUART JAMES RALSTON~~

Witness's signature

Address:

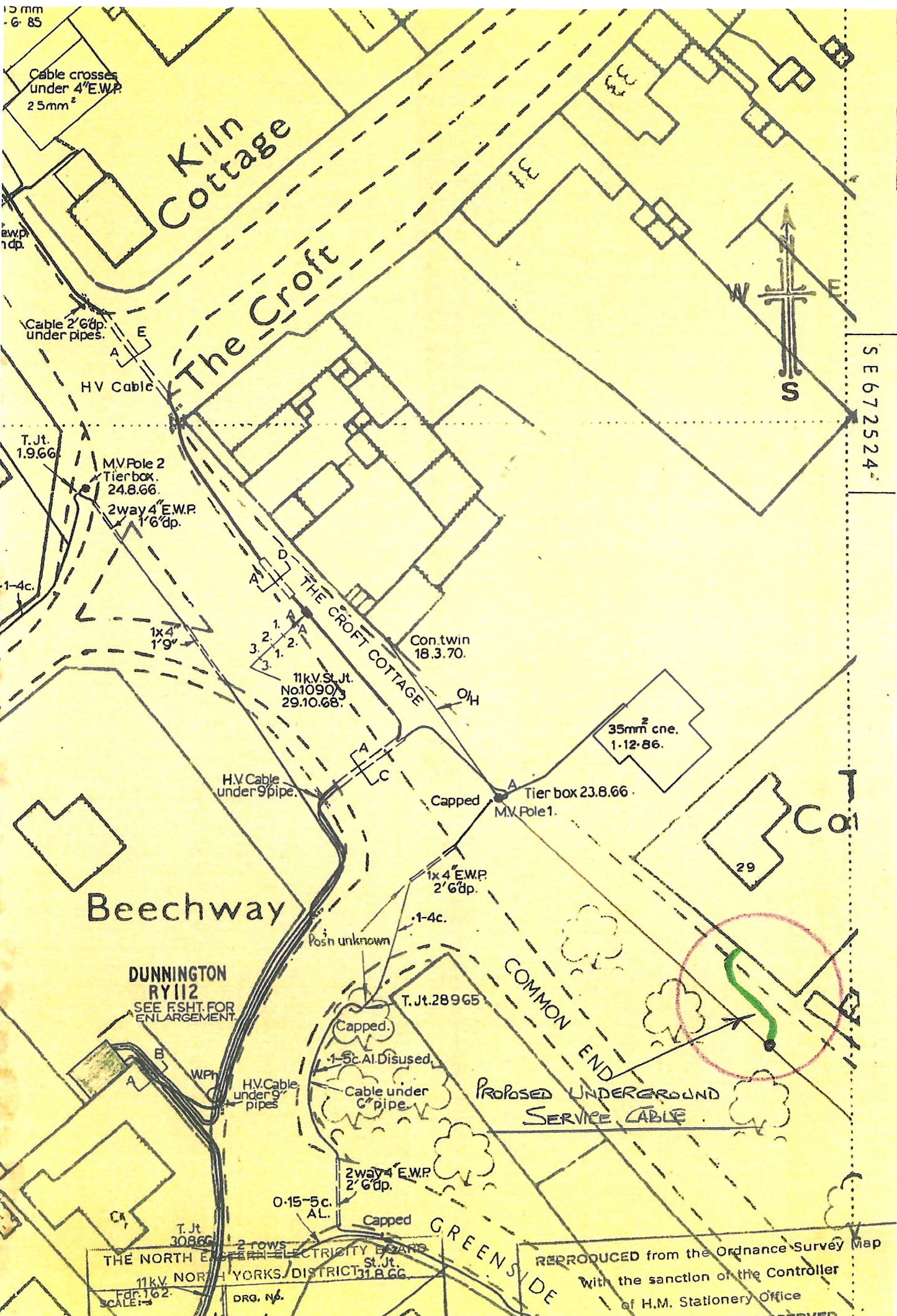
Occupation

J. HALSTONE

THE NORTH EASTERN ELECTRICITY BOARD
NORTH YORKSHIRE DISTRICT
DUNDAS STREET
THE STONEBOW

S. J. RALSTON

YORK YO1 2PQ



S E 6 7 2 5 2 4

DUNNINGTON RY112
SEE FSHT. FOR ENLARGEMENT.

PROPOSED UNDERGROUND SERVICE CABLE

REPRODUCED from the Ordnance Survey Map
With the sanction of the Controller
of H.M. Stationery Office

THE NORTH YORKS. DISTRICT
11k.V. NORTH YORKS. DISTRICT
SCALE: 1:62
DRG. No.

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.

JUNE 2023

R7142			
Apparatus	Quantity	Current rate	Total
Underground Cable	1	£1.15	£1.15