

Title Number: CE129643

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Durham (Southfield) Office (0191) 301 3500

THIS DEED OF GRANT is made on 4 JUNE

1999

BETWEEN:

- (1) FORDY FARMS (INGLEBY) LIMITED (Company number 01101830) of GLF House, Boathouse Lane, Stockton on Tees, Cleveland (hereinafter called "the Grantor" which expression where the context so admits shall be deemed to include his successors in title and assigns); and
- (2) THE NATIONAL GRID COMPANY plc of National Grid House, Kirby Corner Road, Coventry, CV4 8JY (hereinafter called "the Company" which expression where the context so admits shall be deemed to include its successors and assigns).

WHEREBY IT IS AGREED as follows:

- (A) The Grantor is seised for an estate in fee simple in possession free from incumbrances of the property hereinafter described.
- (B) The rights and liberties hereinafter mentioned are required by the Company for the purposes of its functions.
- (C) The Grantor has agreed to sell and the Company has agreed to purchase the said rights and liberties at the price of Three Hundred Thousand Pounds (£300,000).

THIS DEED WITNESSES as follows:

1. In pursuance of the said agreement and in consideration of the sum of Three Hundred Thousand Pounds (£300,000) ("the consideration monies") paid by the Company to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor with Full Title Guarantee HEREBY GRANTS unto the Company FULL RIGHT AND LIBERTY for the Company from time to time to place at a depth of not less than 0.9 metres below the present surface of the land, use, retain, maintain, repair, renew, inspect and remove the electric cables and cooling water pipes and ancillary equipment specified in the Schedule hereto. (together hereinafter referred to as "the electric cables") on and under the property situate at Brasscastle Lane, Nunthorpe, Cleveland being registered at

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HM Land Registry under Title Number CE 129643 with title absolute ("the property") and which property is shown on the plan annexed hereto and thereon edged pink within the area of land (approximately 30 metres in width) shown coloured blue on the plan ("the easement strip") and as incidental to the rights and liberties hereinbefore described **FULL RIGHT AND LIBERTY** for the Company at its own expense and in a proper and workmanlike manner to fell and remove from time to time all trees and coppice wood now or hereafter standing on the property which would if not felled or removed obstruct and/or interfere with the placing, maintenance or working of the electric cables and also **FULL RIGHT AND LIBERTY** for the Company and all persons authorised by the Company from time to time and at all times hereafter on not less than 24 hours notice (except in emergency) to enter upon the property with or without vehicles and plant for all or any of the purposes aforesaid and/or for inspection and carrying out anyworks on land adjoining the property so far as is reasonably necessary and also **FULL RIGHT AND LIBERTY** for the Company and all persons authorised by the Company from time to time and at all times within the easement strip to pipe or culvert for drainage purposes as necessary to facilitate the placing of the electric cables and to remove and replace the existing culvert for drainage purposes at Marten West Beck so far as necessary and rights to install new pipes or culverts for drainage purposes in the approximate positions shown by the broken green line on the plan or such other positions as may be agreed between the parties and provided that the Grantor shall be entitled at the Grantor's own cost to relocate the said pipes and culverts to such other positions as the Grantor may require to facilitate any future development of the property and the erection of buildings thereon or any part thereof **TO HOLD** the rights and liberties hereby granted unto the Company in fee simple as appurtenant to its undertaking.

2. The Company **HEREBY COVENANTS** with the Grantor as follows:
 - 2.1 that the placing and any renewal of the electric cables shall be executed by the Company in accordance with the Regulations made or having force under Section 29 of the Electricity Act 1989 applicable thereto for the time being in force or any regulations replacing the same made under any existing or future legislation;

- 2.2 that the Company will exercise the rights of entry over the property granted herein over and along the easement strip or if for any reason the Company is unable to use such routes or requires any additional access to exercise its rights pursuant to this deed over such other routes as shall be proposed by the Company and approved by the Grantor (such approval not to be unreasonably withheld or delayed);
- 2.3 that in the exercise of the said rights the Company shall do as little damage as reasonably possible and the Company will make good to the reasonable satisfaction of the Grantor any damage to the property or to any buildings, road, drains, trees, hedges, fences, crops or livestock or other property of the Grantor thereon caused by the electric cables or the pipes or culverts referred to in clause 1 or by the placing of the electric cables or the pipes or culverts referred to in clause 1. If for any reason any such damage cannot be made good or if the Company so prefer (and the Grantor consents) the Company shall in lieu of making good such damage compensate the Grantor therefore.
- 2.4 that the Company will keep the Grantor indemnified against all actions which may be brought and all claims and demands which may be made against the Grantor by reason of any default or negligence on the part of the Company in the placing of the electric cables or the pipes or culverts referred to in clause 1 or any failure to repair the same **PROVIDED THAT** the Grantor shall as soon as practicable give notice in writing to the Company of any such action or claim brought, made or threatened against the Grantor and shall not settle, adjust or compromise such action or claim without the consent of the Company;
- 2.5 the expression "the placing of the electric cables" herein used includes the placing, user, maintenance, repair, renewal, inspection and removal of the electric cables;
- 2.6 any dispute or difference arising under this clause shall be submitted to arbitration in manner provided by the Arbitration Act 1996 or any statutory modification thereof for the time being in force.

3. The Grantor with intent to bind the property into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the electric cables **HEREBY COVENANTS** with the Company that the Grantor and those deriving title under him will at all times hereafter observe and perform the following stipulations that is to say:-

3.1 that nothing shall be done or suffered to be done upon the land forming the site of the electric cables or upon the easement strip (as defined in Clause 3.4) which may in any way interfere with or damage the electric cables or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over the route of the electric cables or the easement strip or in such a position that the foundations of the buildings or other erections will be over the route of the electric cables or the easement strip;

3.2 that the ground cover or the depth of soil over the electric cables will not in any way be altered;

3.3 that no excavations exceeding 0.3 metres over the route of the electric cables or the easement strip will be carried out without a representative of the Company being in attendance;

4. 4.1 The Grantor shall not construct any road or accessway over the electric cables without first obtaining the prior written approval of the Company to the design and specification of the crossing over the electric cables (such approval not to be unreasonably withheld or delayed).

4.2 If the Company shall refuse to give its approval to the design or specification of the proposed crossing over the electric cables and the parties are unable to agree upon an appropriate design and specification then the dispute may be referred by either party to an independent expert ("the expert") who shall be

required to determine the appropriate design and specification of the said crossing on the following basis:

- 4.2.1 the expert shall be a structural or consultant engineer with not less than ten years' experience in such matters;
 - 4.2.2 the expert shall act as an agent and not as an arbitrator and accordingly the Arbitration Act 1996 shall not apply to this matter;
 - 4.2.3 the appointment of the expert shall be agreed between the parties or failing agreement appointed by the President for the time being of the Institute of Civil Engineers (or any successor body);
 - 4.2.4 the decision of the expert in all matters shall be in writing and final and binding on the parties but the paramount consideration to be taken into account by the expert in reaching his decision shall be the safety and operation of the electric cables;
- 4.3 The Grantor shall make good to the reasonable satisfaction of the Company all damage arising or suffered as a result of it constructing any road or accessway over the electric cables and shall fully indemnify the Company in respect of any loss damage or liability arising by reason of any default or negligence on the part of the Grantor in carrying out any such works.
- 4.4 The Grantor shall not construct any road or accessway over the electric cables save with good and sound materials and in accordance with the design and specification approved in writing by the Company or (in the event of the matter being referred to the expert under Clause 4.2) as determined by the expert.
- 4.5 If the Grantor shall construct any road or accessway crossing over the electric cables then the Company shall bear the reasonable additional costs of constructing that crossing incurred as a result of the position of the electric cables provided the crossing has been constructed in a reasonably direct route over the electric cables (the additional cost being the difference between the

costs reasonably and properly incurred in providing the crossing and the costs which would have otherwise been incurred in providing a roadway for the extent of the crossing had the electric cables not been placed in the said property).

5. The parties hereby agree that for the duration of the period during which the Company is installing the electric cables in the easement strip (but not beyond that period) the Company shall be entitled to enter solely for that purpose the strips of land 5 metres in width on either side of the easement strip and contiguous to the easement strip subject to the provisions of clause 2.

6 6.1 that if the Grantor shall at any time while this deed remains effective obtain planning permission under the Town and Country Planning Act 1990 ("the Act") or any statutory modification or re-enactment thereof for the time being in force for the development of the relevant area (which means the property other than the easement strip and shall hereinafter be referred to as the "Relevant Area") or some part or parts of the Relevant Area for residential, industrial or commercial purposes (including a public house or restaurant or hotel or garden centre or golf course driving range or a tennis or bowling business or a supermarket or retail shops or any combination of the aforesaid) the Company will within six (6) months of being served by the Grantor with written notice of the granting of such permission (such notice being accompanied by copies of the permission and of the application for the same together with copies of any plans or specifications referred to therein) pay to the Grantor compensation for any diminution in the value for such purposes of the Relevant Area or the part or parts thereof in respect of which planning permission shall have been obtained as aforesaid attributable to the existence of the electric cables near the Relevant Area or (where such works have not then been constructed and installed) any diminution in the value for the purposes as aforesaid of such part or parts of the Relevant Area in respect of which planning permission shall have been obtained attributable to the possibility that such works may be constructed and installed in the future pursuant to this deed **PROVIDED ALWAYS THAT** no compensation shall be paid under this Clause 6.1 in respect of any part or parts of the Relevant Area where the

Company has previously at any time made any payment to the Grantor under Clause 6.2 below in respect of such part or parts thereof **AND PROVIDED FURTHER** that any payment of compensation under this Clause 6.1 shall in any event be reduced and limited as provided in Clause 6.3 of this deed.

- 6.2 that if the Grantor shall at any time whilst this deed remains effective have a bone fide and immediate intention to carry out a development for residential, industrial or commercial purposes (including a public house or restaurant or hotel or garden centre or golf course driving range or a tennis or bowling business or a supermarket or retail shops or any combination of the aforesaid) on the Relevant Area or part or parts thereof but **BOTH** (A) planning permission therefor is refused solely or (subject to Clause 6.4) partly by reason of the existence of the electric cables or (where such works have not then been constructed and installed) that planning permission has been refused solely or (subject to Clause 6.4) partly by reason of the possibility that such works may be constructed and installed in the future pursuant to this deed **AND** (B) the Grantor (having exhausted all available avenues of appeal before the Secretary of State for the Environment or his inspectors or the other appropriate appeal authority or government department whether for refusal of planning permission or non determination of a planning application) has no reasonable prospect of obtaining such a planning permission solely or (subject to Clause 6.4) in part by reason of any one or more of the matters referred to in the said paragraph (A) above **THEN** provided the Grantor shall first obtain a certificate from the local planning authority confirming this and their opinion of what residential industrial or commercial development as aforesaid would have been authorised but for the matters referred to in the said paragraph (A) ("the certificate of appropriate alternative development") save where the local planning authority refuses to or is incapable of issuing such a certificate the Company will within six (6) months of being served by the Grantor with notice under this Clause 6.2 (such notice being accompanied by copies of the notices of refusals of planning permission both from the local planning authority and on appeal together with the (if issued) certificate of appropriate alternative development) pay to the Grantor compensation for any diminution in the value of the Relevant Area by reason of the prevention or restriction of the development due solely or

(subject to Clause 6.4) partly by reason of any one or more of the matters referred to in the said paragraph (A) **PROVIDED THAT** no compensation shall be paid under this Clause 6.2 in respect of any part of parts of the Relevant Area where the Company has previously at any time made any payment to the Grantor under Clause 6.1 above in respect of such part or parts thereof **AND PROVIDED FURTHER** that any payment of compensation under this Clause 6.2 shall in any event be reduced and limited as provided in Clause 6.3 of this Deed.

6.3 **PROVIDED ALWAYS** that the Company may deduct from any such compensation payable under Clause 6.1 and/or Clause 6.2 hereof (where such compensation exceeds the sum of Three hundred thousand pounds (£300,000.00)) the consideration monies of Three hundred thousand pounds (£300,000.00) paid by the Company to the Grantor on the execution of this deed **AND** the amount of any compensation previously paid by the Company to the Grantor under Clause 6.1 and/or Clause 6.2 as it may be proper and reasonable to deduct therefrom on the basis that the Grantor shall not be entitled to be compensated by the Company more than once in respect of the same loss.

6.4 **PROVIDED FURTHER** that where in the circumstances mentioned in Clause 6.2 planning permission for the Relevant Area or some part of parts thereof has been refused partly by reason of any one or more of the matters referred to in paragraph (A) of Clause 6.2 it is agreed that the provisions of Clause 6.2 and the obligation on the Company contained therein shall only apply where one or more of the matters referred to in the said paragraph (A) of Clause 6.2 was the determining factor in the refusal to grant planning permission on the basis that the Grantor shall not be entitled to compensation under Clause 6.2 where planning permission would in any event have been refused on some other ground or grounds not related to any one or more of the matters referred to in the said paragraph (A) of Clause 6.2.

6.5 that if any dispute or difference shall arise between the Grantor and the Company as to the amount of any compensation payable by the Company to

the Grantor under Clause 6.1 and/or Clause 6.2 or the amount of any deduction therefrom or the provisions of Clause 6.3 or (subject to Clause 6.6) as to any other matter or question arising out of the provisions of the Clause the same shall be determined upon the reference of either party by the Lands Tribunal under the Lands Tribunal Act 1949 and the Land Compensation Acts 1961 and 1973.

- 6.6 6.6.1 That if any dispute or difference shall arise between the Grantor and the Company as to any matter or question arising out of the provisions of Clause 6.4 and in particular as to whether one or more of the matters referred to in paragraph (A) of Clause 6.2 was the determining factor in the refusal to grant planning permission as aforesaid then the dispute may be referred by either party to leading planning counsel of at least 10 years call ("the expert") who shall determine the dispute.
- 6.6.2 The expert shall be appointed by agreement between the parties or, failing agreement, by the President for the time being of the Law Society on the application of either party.
- 6.6.3 The expert shall act as an expert and not as an arbitrator but shall be required to consider the views of both parties submitted in writing which shall be submitted to the expert and the other party within 28 days of his appointment and the expert shall permit each party 28 days in which to submit in writing written responses to the other party's submissions.
- 6.6.4 The expert shall be required to reach his decision within 10 weeks of his appointment and to deliver his decision in writing to both parties.
- 6.6.5 The decision of the expert shall be final and binding on the parties on all matters with the exception of his costs which shall be borne equally by the parties.

6.6.6 If the expert shall become unwilling or unable to determine the matter another expert shall be appointed in his place and the procedure in this clause may be repeated as often as is necessary.

7. The Grantor and the Company agree that they shall not publish or cause to be published or cause to be disclosed or permit any agent or employee or other person under their authority to publish or cause to be published or to disclose or cause to be disclosed the consideration monies save as follows:

7.1 where required by law;

7.2 where necessary to secure registration of this Deed at HM Land Registry.

8. The Grantor agrees to immediately deposit at HM Land Registry the Land Certificate or Charge Certificate of the said property being title number CE 129643 to enable notice of this deed to be entered on the registers of the said title.


9. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five Hundred thousand pounds (£500,000).

IN WITNESS whereof the parties have executed this document as a deed on the date shown on the first page

THE SCHEDULE

Electricity cables not exceeding twenty four in number for transmitting electricity by three phase current at a frequency of fifty (50) cycles per second and at such pressure as the Company may from time to time require for the purposes of its operations Together with any other ancillary equipment and apparatus including (without limitation) low voltage and signalling cables and junction boxes link boxes and inspection chambers the said cables and pipes and other apparatus to be placed within the easement strip including (for the avoidance of doubt) the cables to be placed under the A172 public highway insofar as the Grantor owns the subsoil beneath the public highway.

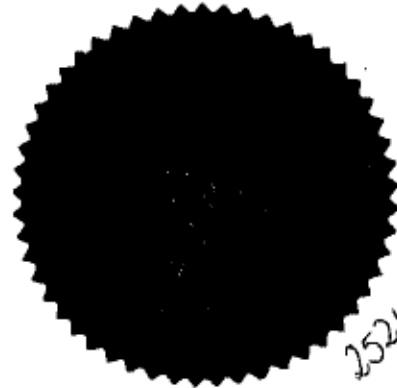
EXECUTED (but not delivered until)
the date hereof) AS A DEED by)
FORDY FARMS (INGLEBY))
LIMITED acting by two Directors)

x 
Pauline Fordy

EXECUTED (but not delivered until)
the date hereof) AS A DEED by)
THE NATIONAL GRID)
COMPANY PLC acting by two)
Directors)

gms





2524

MEMBER OF BOARD SEALING COMMITTEE

DATED 4 JUNE 1999

FORDY FARMS (INGLEBY) LIMITED

and

THE NATIONAL GRID COMPANY plc

GRANT

of right of Easement to
lay electric cables and ancillary apparatus
at Brasscastle Lane, Nunthorpe, Cleveland

We hereby certify that this
is a true and correct copy
of the original document dated
4 JUNE 1999
Hammond Suddards

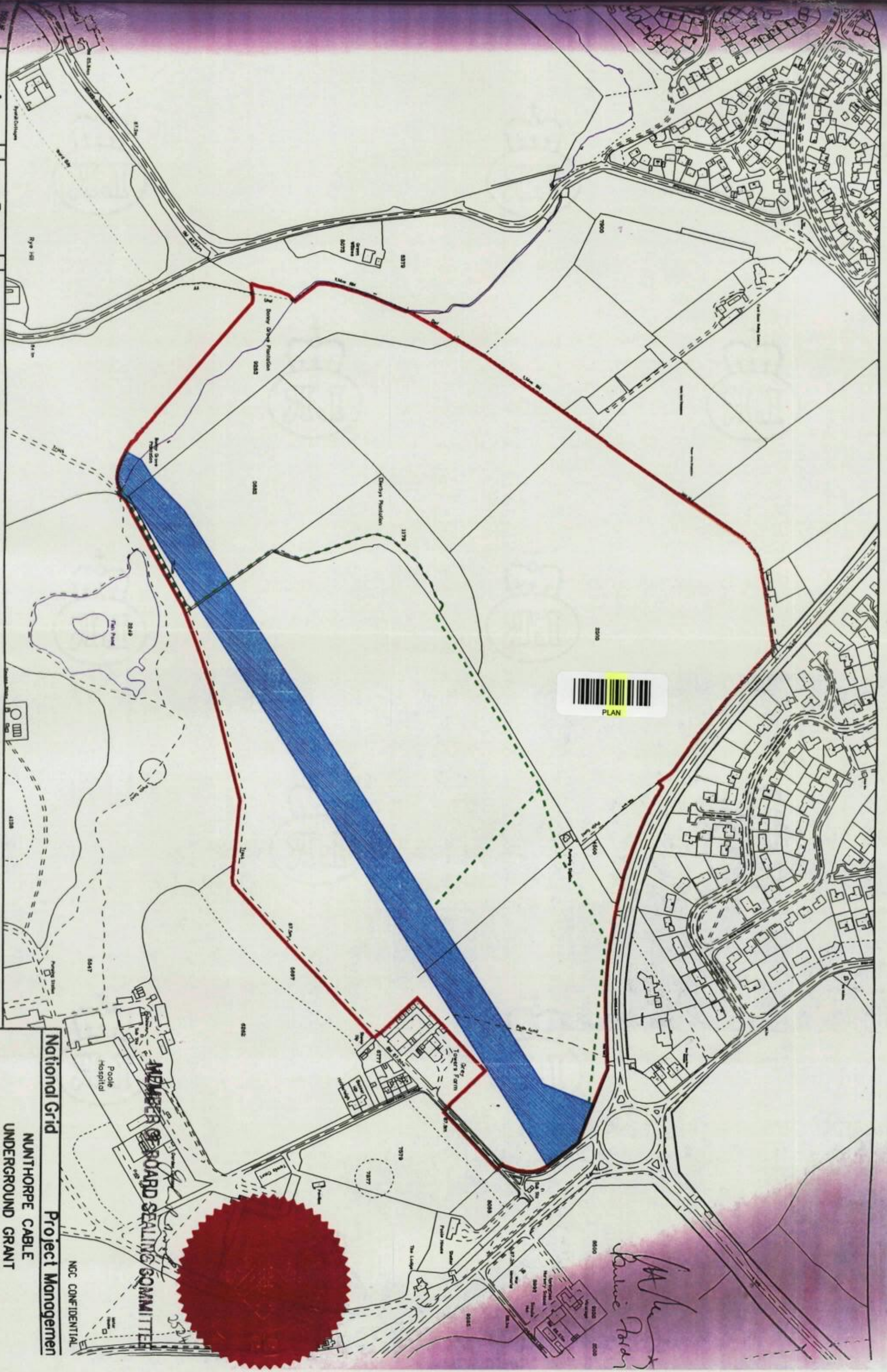
Dated 14 JANUARY 2000

HAMMOND SUDDARDS

SOLICITORS

2 Park Lane Leeds LS3 1ES

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| DATE | 4-MAY-99 | PMS | 13-MAY-99 |
| | KMH | | KMH |
| DRAWN BY | 4-MAY-99 | FIRST ISSUE | 13-MAY-99 |
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| CHECKED BY | 4-MAY-99 | SECOND ISSUE | 13-MAY-99 |
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| National Grid | | Project Management | |
| NUNTHORPE CABLE UNDERGROUND GRANT | | | |
| LACKENBY - PICTON | | | |
| Drawing Number | 11/3265 | Sheet No. | 1 |
| Scale | 1:3475 | No. of Sheets | 1 |
| SCALE: 1:3475 | | TRN/CONTRACT No. 43370 | |

Handwritten signature: M. J. ...
Handwritten name: Pauline Parker