

Title Number: CE4225

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Durham (Southfield) Office (0191) 301 3500

Agreement made this 18 day of December, 1954

BETWEEN John Arthur Coles

Bonny Grove FARM

Merton West Lothian

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

The property affected by this Agreement is now owned by:-

Messrs. J. & R. Coles
1, Victoria Road,
Bonny Grove,
Merton, West Lothian.

transmitting electrical energy (Grant of Easement) if this Agreement maintain (stay) upon over in and/or

from Merton
in the County of York

TEES/1212
11/74

TR. 5. 5. 1. 1.

at Schedule hereto upon the like the same or any of them. "the apparatus" and such are hereinafter referred to as

erection laying maintenance "the authorised works."

2.—THE Board shall—

(a) Execute the authorised works at reasonable times with all reasonable despatch and to the reasonable satisfaction of the Grantor. Obligations of Board.

(b) Make good to the like satisfaction or pay compensation for any actual damage to the said land or to any buildings or property of the Grantor or the tenants of the Grantor caused by the authorised works.

(c) In the course of the authorised works not cause any unnecessary damage or injury to or unduly impede the free and uninterrupted user of the Grantor's land buildings and property and

(d) At all times keep the Grantor indemnified against all damages losses or expenses which the Grantor or the Board may incur in the course of the authorised works or by reason of any accident to or occurring in consequence of the apparatus or of any negligence of the Board in connection therewith.

Any dispute or difference arising under this clause shall be submitted to arbitration in manner provided by the Arbitration Act 1889 or any statutory modification thereof.

3.—THE Board shall during the continuance of this Agreement pay to the Grantor in respect of the easement hereby granted a rent or sum calculated in accordance with the 2nd Schedule hereto (less income tax) on the 31st day of December in every year the first of such payments or a proportionate part thereof as from the commencement of this Agreement to be made on the 31st day of December 1954 but the Grantor shall keep the Board indemnified against any claims for wayleave rental which may be made by tenants or occupiers of the said land in respect of the apparatus. Payment clause.



Photo Copy

4.—IF the Grantor shall at any time during the continuance of this Agreement desire to erect buildings upon or to sell or dispose of for building purposes any part of the said land upon over in and/or under which the apparatus shall be erected and/or laid or any adjoining land affected by the apparatus the Board shall after the expiration of six calendar months' previous notice in writing in that behalf (but not unless and until the said buildings shall actually be commenced) divert so much of the apparatus as is reasonable having regard to all the circumstances at their own expense to another position upon over in and/or under land belonging to the Grantor in as convenient a manner as circumstances will admit and in case of difference between the Grantor and the Board the said difference shall be referred to the Minister of Fuel and Power or to some person to be appointed by him and the said Minister or person in determining the said difference shall have regard to the effect of the said diversion upon the amenities of the said land to the additional cost to the Board of erecting and/or laying electric lines in such new position and to the comparative cost to the Board of erecting overhead wires and laying underground cable or cables and if the apparatus or any part thereof shall be so diverted then the provisions of this Agreement shall apply to the diverted apparatus or to the diverted portions thereof.

5.—THIS Agreement shall subject to the succeeding clauses hereof remain in force for a period of *five* years from the *first* day of *January* 1950 and thereafter from year to year unless or until determined at the end of the *fifth* or any subsequent year by either party giving to the other six calendar months' previous notice in writing of their intention in that behalf and on the determination of this Agreement the Board shall with reasonable despatch remove the apparatus and restore the premises of the Grantor to their former condition and in default thereof the Grantor shall be at liberty to do so at the cost of the Board who shall pay such cost to the Grantor on demand.

6.—IF there shall be any material breach or non-observance of any of the provisions hereinbefore contained and on the part of the Board to be observed and performed then the Grantor may determine this Agreement at any time on giving to the Board three calendar months' previous notice in writing of his/their intention in that behalf.

7.—IF the rights conferred by this Agreement shall cease to be of use to the Board they may determine this Agreement at any time on giving to the Grantor three calendar months' previous notice in writing of their intention in that behalf.

8.—THIS Agreement is without prejudice to the rights of the Board under Section 22 of the Electricity (Supply) Act 1919 and Section 11 of the Electricity (Supply) Act 1922 as amended by or under any other enactment.

9.—EITHER party will if called upon by the other of them execute any such deed under seal as may reasonably be required for more effectually giving legal effect to this Agreement.



P. QUALITY

7 x 12
7 x 13

etc.

Tenant's Consent

Bonny 11KV Feeder
Boon Centre Line
Middleborough
Yesside

Date:

17-5-72

The North Eastern Electricity Board,
G.P.O. Box No. 2,
Trenchard Avenue,
Thornaby,
STOCKTON-ON-TEES,
Teesside.

Your Ref: Sw/DWN/51

Dear Sirs,

ELECTRICITY (SUPPLY) ACTS 1882 TO 1936
ELECTRICITY ACT 1947

Deviation of Inverdon Loop - Inverdon
Bonny 11KV Feeder

I agree to the erection/laying of the electric line across
my land as described by your Wayleave Officer

Yours faithfully,

T. Cole

TEES/268
JG.



P. QUALITY

The North Eastern Electricity Board,
G.P.O. Box 20,
Fidlers Street,
Thameside-on-Tees,
Stockton-on-Tees,
Co. Durham.

Dear Sirs,

ELECTRICITY (SUPPLY) ACTS 1882 TO 1936

ELECTRICITY ACT 1947

SUPPLY TO part of the area known as Nunthorpe.

I agree to the erection/laying of the electric line across my

land as shown in Red on your plan No 6329/1-1506.

Yours faithfully,

T. C. C.

Date 21st April 1960.

Thameside-on-Tees
Electricity
Director



(T. C. C.)

AS WITNESS the hands of the Grantor and of Kenneth Atleek Waugh,
Head of the Wayleaves and Agreements Section for and on behalf of the Board.

WITNESS to the signature of the said

J. A. Coles

Witness's Signature *P. Coles*

Address *Bonny Grove Farm*

Occupation *House wife*

J. A. Coles

(Signature of Grantor.)

Signed by the said Kenneth Atleek Waugh for and
on behalf of The North Eastern Electricity
Board in the presence of

K. A. Waugh

Signature *J. J. Toms*

Address: *CARLIOL HOUSE, NEWCASTLE UPON TYNE, 1.*

Occupation *Principal Assistant*

Witness's

THE 1ST SCHEDULE ABOVE REFERRED TO.

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.
Pole positions are shown by red dots.
Stays are shown by a red T.

THE 2ND SCHEDULE ABOVE REFERRED TO.

- (i) The sum of six shillings for each single pole strut or stay on arable land.
- (ii) The sum of three shillings and sixpence for each single pole strut or stay on mowing grass land.
- (iii) The sum of one shilling for each single pole strut or stay in pasture hedgerows or elsewhere.
- (iv) The sum of nine shillings for each "A" or "H" pole on arable land.
- (v) The sum of five shillings and threepence for each "A" or "H" pole on mowing grass land.
- (vi) The sum of sixpence for any length of overhead electric lines where no supports are erected on the land.
- (vii) The sum of one shilling per 100 yards or part thereof of route of underground electric lines.

J. A. Coles

P QUALITY





No.	Description	Dist.	Remarks
1	DS	10	
1	TF	10	
3	PA	20	
1	SP	20	
1	SI	10	
1	U		
Totals		110	6 40

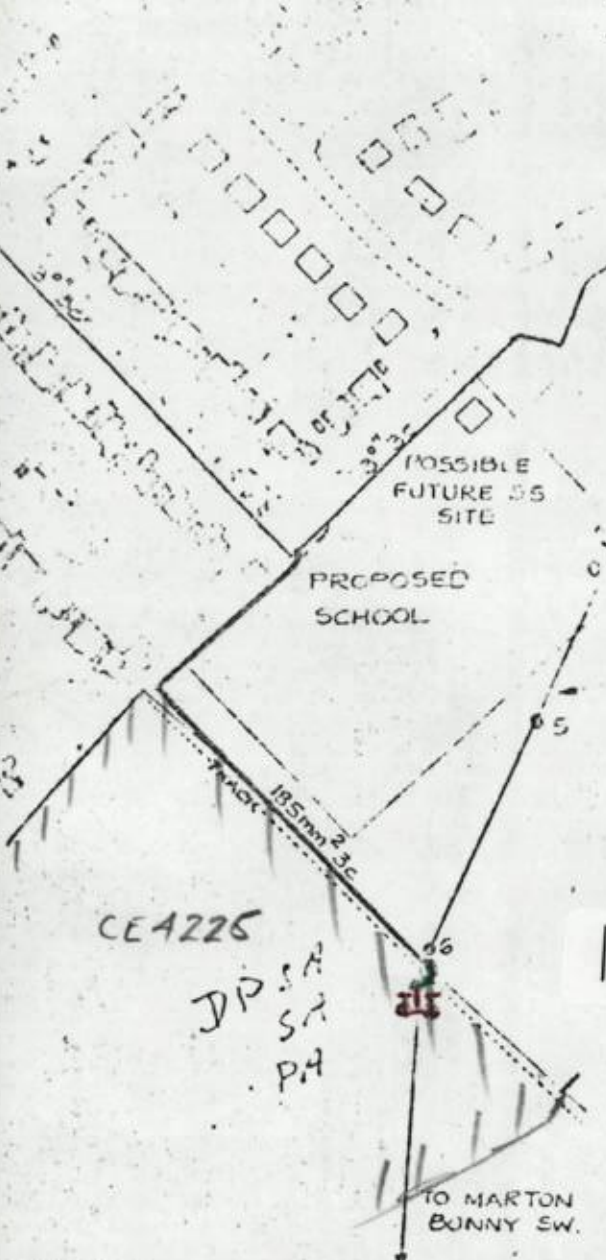
I agree that this Drawing which shows in red proposed poles, stays and overhang of wires and in green the approximate position of an underground cable should be substituted for part of the apparatus shown on Drawing No. 63.24/1.619 and should form part of Wayleave Agreement No. NEEB18928 dated 18th December, 1954 between John Arthur Coles and The North Eastern Electricity Board.

JA Coles
12.6.72

H137
H M LAND REGISTRY
 Title No: CE 53056
COPY (liable to distortion in scale)
 of plan to Agreement
 dated 18.12.1954



EXISTING HV OH —●—
 EXISTING HV UG ———
 PROPOSED HV UG ———



NORTH EASTERN ELECTRICITY BOARD
TEES AREA



DRAWN BY: <u>DR. MANTON COOK -</u> TITLE: <u>11KV TEED FEEDER</u>	Date	Drawn by	Traced by	Checked by
	3 5 72	TF	DS	
DRG. No. <u>70-23/1-46</u>				

Prop. No. _____ NUMBER OF SHEETS TO BE _____

SCALE 1:2500

NO 53 1954

18-12-1954



FIVE
SMICINGS

Nunthorpe

CANCELLED

H137
H M LAND REGISTRY

Title No: CF 53056
COPY (liable to distortion in scale)
of plan to Comment
dated 18-12-1954

6/80

3x05 HV
B.5.1320

GRID REF
45/530130

NUNTHORPE

It is noted that this plan which shows in red the
proposed position of overhead wires poles
should form part of the Agreement
dated 18th December, 1954 between John Arthur
and the North Eastern Electricity Board
and the North Eastern Electricity Board
dated 1st June, 1960.

FOR H.V. U.G. SEE PLAN NO.
63-24/1-1527.

INCREASED SUPPLY TO POOLE SANATORIUM

NUNTHORPE

Approved by the Ordnance Survey
Department in the name of the Controller
of the Ordnance Survey Office
18-12-1954

SCALE 1/6" = 1 MILE. MAP REF N1201 SW

9.4 miles
pri 1960



PLAN

THE H.M. LAND REGISTRY

Map with the condition of this Contract
of H.M. LAND REGISTRY
CROWN COPYRIGHT RESERVED

H137

H M LAND REGISTRY

Title No: CE 53056
COPY (liable to distortion in scale)
of plan to Plan
dated 15.12.1954

6/80

CE 4225



370 ft
S22 W 1/2
INCORPORATED
32523 ft
Tie-off h/4/74

See Sub Plan
63.24/1.619