

Title Number: CE4225

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Durham (Southfield) Office (0191) 301 3500

An Agreement made this 23rd. day of April, 19 59.

BETWEEN JOHN ARTHUR COLES, Bonny Grove Farm, Marton,
Middlesbrough in the North Riding of Yorkshire.

(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.

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 Bonny Grove
Farm, Marton, Middlesbrough in the North Riding of Yorkshire.

the electric lines poles struts stays and brackets (hereinafter called "the said
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 afore-
mentioned 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 31st. day of December. 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 pur-
pose 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 accord-
ance 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).



Photo
Copy



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 on or over such 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 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 Harold Kenneth Douglas, Head of the Estates and Wayleaves Section for and on behalf of the Board.

SIGNED by the said
JOHN ARTHUR COLES.

Witness's signature P. Coles
Address Green Willows
Marston
Occupation House wife.

J.A. Coles
(Signature of Grantor.)

Signed by the said Harold Kenneth Douglas

Witness's signature W.E. Clarke
Address: CARLIOL HOUSE, NEWCASTLE UPON TYNE, 1.
Occupation Clerk

H.K. Douglas

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.

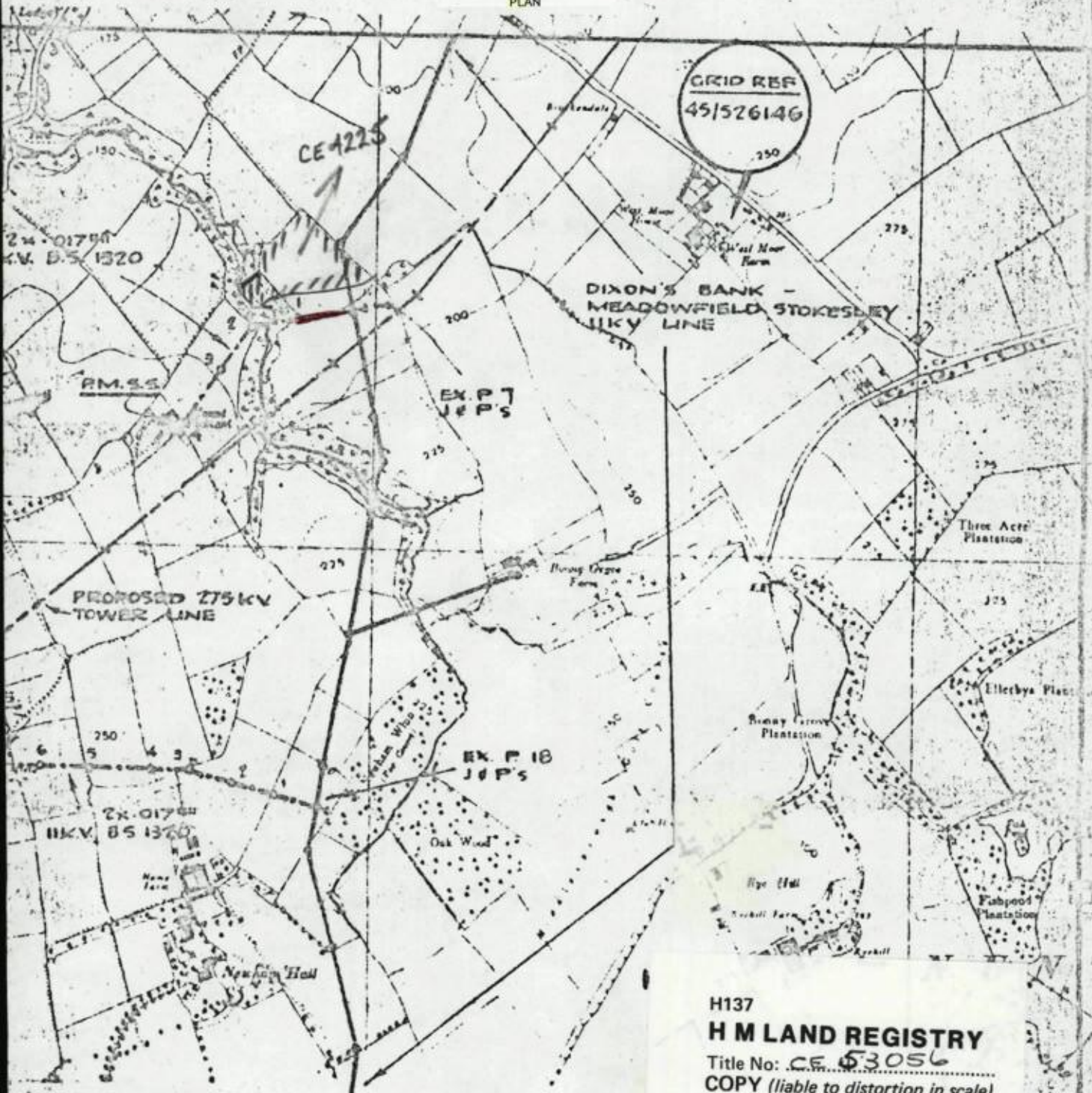
THE SECOND SCHEDULE

WAYLEAVE PAYMENTS

- For each single pole strut or stay in arable land the sum of 6/- p.a.
- For each single pole strut or stay in cultivated grassland the sum of 3/6 p.a.
- For each single pole strut or stay in hedgerow pasture or uncultivated land the sum of 1/- p.a.
- For each "A" or "H" pole in arable land the sum of 9/- p.a.
- For each "A" or "H" pole in cultivated grassland the sum of 5/3 p.a.
- For each "A" or "H" pole in hedgerow pasture or uncultivated land the sum of 1/6 p.a.
- For any length of overhead line where no supports are erected on the land the sum of 6d. p.a.
- For any electric line laid underground per 100 yards or part thereof the sum of 1/- p.a.
- For any fixture attached to a building or other structure the sum of 1/- p.a.



PLAN



H137
H M LAND REGISTRY
 Title No: CE 53056
 COPY (liable to distortion in scale)
 of plan to document
 dated 23.4.59

6/80

PROPOSED SUPPLY TO MOUNT PLEASANT FARM
 MARTON, MIDDLESBROUGH

SCALE: 6" = 1 MILE. MAP REF N.Z 51. SW.

THE NORTH EASTERN ELECTRICITY BOARD
 THE SURVEYOR
 YORK

THE NORTH EASTERN ELECTRICITY BOARD
 THE SURVEYOR
 YORK
 63-24/1-1295 X

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