

These are the notes referred to on the following official copy

Title Number HE59053

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

WM1300043

OWNER WAYLEAVE CONSENT

1. PARTIES: Date: _____

1.1 WPD being Western Power Distribution (West Midlands) Plc, Registered in England & Wales No. 3600574 Avonbank, Feeder Road, Bristol. BS2 0TB and includes any successors in title or assigns of WPD; AND

1.2 the Grantor being Mrs J. M. Dron, 3 The Wych, Kington, Herefordshire. HR5 3AQ.

Tel. No. 01544 230 798

2. DEFINITIONS: "the Act" means the Electricity Act 1989 as amended by the Utilities Act 2000;
"Apparatus" means the equipment described in Schedule 1 to be installed by WPD on the Premises;
"Plan" means the plan(s) numbered RM1000011/1 and attached to this Agreement;
"Premises" means land shown edged red on the Plan
"Works" means the works to be carried out by WPD to install the Apparatus within over or under the Premises and in the approximate position indicated on the Plan.

3. TERMS & CONDITIONS

Ownership: The Grantor confirms ownership of the Premises and confirms that there are no other persons entitled to occupation or who have rights over the Premises.

Consent: The Grantor consents to WPD and their servants, agents, contractors and employees:
(a) carrying out the Works;
(b) retaining, maintaining, repairing, inspecting, adjusting, renewing and removing the Apparatus;
(c) felling or lopping of any tree or hedge to a clearance that prevents interference with the Apparatus;
(d) with reasonable notice (except in an emergency) entering the Premises or adjoining land with or without workmen vehicles plant and machinery to exercise all or any of the rights referred to in 3 (a) – (c)

Damage: If WPD causes any damage to the Premises (or adjoining land owned by the Grantor) in carrying out the Works or by maintenance, repair, inspection or removal of the Apparatus the Grantor must notify WPD as soon as reasonably practicable. WPD may then, at its option, either make good the damage to the reasonable satisfaction of the Grantor or pay the Grantor reasonable compensation.

Payment: In consideration for the Grantor giving consent WPD will:
(a) pay an annual sum in each calendar year in the month specified by WPD from time to time such annual sum to be based on WPD's scale of rates of £13.55

If an annual sum is payable it will be increased from time to time in accordance with the advisory rates recommended by the National Farmers Union, Farmers Union of Wales and The Country Land and Business Association to their members.

Termination: This agreement may be terminated by either party by giving 12 months notice in writing. Such termination will not affect statutory rights of WPD.

Indemnity: Save where due to an act default or omission of the Grantor WPD will keep the Grantor indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Grantor by reason of any default or negligence on the part of WPD in carrying out its rights under this agreement **Provided that** the Grantor shall: (i) as soon as reasonably practicable give notice in writing to WPD of any such action or claim brought or threatened against the Grantor; (ii) permit WPD to have exclusive conduct of any matter arising under para (i); and (iii) not admit liability in respect of, nor settle or compromise such action or claim without the consent of WPD. WPD may at their own expense defend any such action or claim in the name of the Grantor.

SCHEDULE 1: THE APPARATUS

Pole 172 with stay together with approx. 10 metres of underground cable

Location: The Wych, Kington Grid Ref: SO 291 568 Line: Kington LV

SIGNED by the Grantor /Grantor's Agent *Jeanne Dron* Dated 17/11/12

NOTE: PLEASE ALSO SIGN THE WAYLEAVE PLAN(S)

SIGNED for WPD *[Signature]* Dated 21/11/12

YOUR ATTENTION IS DRAWN TO THE NOTICE ON THE REVERSE

NOTICE UNDER THE PROVISIONS OF PARAGRAPH 6 OF SCHEDULE 4 TO THE ACT

1. WPD is a licence holder under the Act.
2. In connection with its activities as a licence holder, it is necessary for WPD to install the Works and retain the Apparatus described in Schedule 1.
3. WPD requires you to give the consent to the installation of the Works and retention of the Apparatus.
4. If the consent:
 - (a) is not given within 28 days of the date on which this form was given or posted to you: or
 - (b) is given subject to terms and conditions to which WPD objects,

WPD will have the right to apply to the Secretary of State to grant consent by way of a necessary wayleave subject to such terms and conditions and for such period as it thinks fit.

SUMMARY OF WPD'S STATUTORY POWERS UNDER THE ACT

The Wayleave consent sets out the agreement between the parties. For information, WPD also has the following statutory powers to install and retain electric lines.

1. WPD has the statutory right to:
 - (a) Install electric lines:
 - (i) over any land but not over land on which there is a private dwelling including the garden of that dwelling or which has the benefit of planning permission for a private dwelling; and
 - (ii) underneath any land.
 - (b) Retain existing electric lines:
 - (i) over any land; and
 - (ii) underneath any land.
2. The above rights are only exercisable by WPD provided WPD has served on the owner / occupier of the land written notice of its intention to install or retain any existing electric lines and the owner / occupier:
 - (a) notifies his consent to WPD within the period specified in the notice; or
 - (b) refuses consent and the matter is referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, grants consent; or
 - (c) gives his consent subject to terms and conditions which are either accepted by WPD or if not accepted are referred to the Secretary of State who, after giving all parties concerned an opportunity of being heard, may grant consent.

PLEASE ALSO NOTE THAT A COPY OF THIS SIGNED AGREEMENT SHOULD BE KEPT WITH THE DEEDS OF YOUR PROPERTY

WARNING: Protected site

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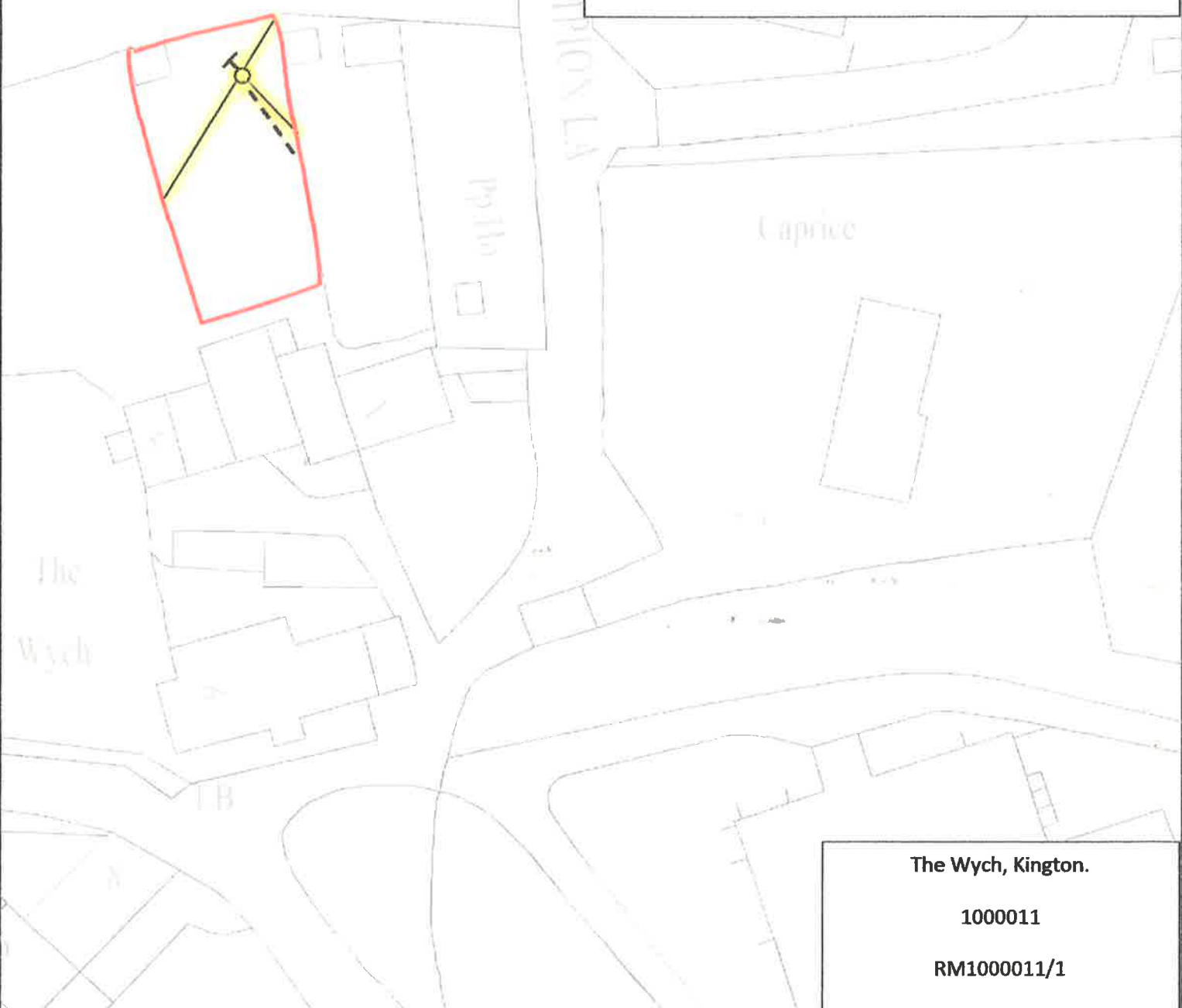
This is the plan referred to in the wayleave consent

Dated 17/11/11 Granted by me in favour of Western Power Distribution (West) plc

SIGN HERE *Jeannie Doherty*

SIGNED ON BEHALF OF WPD (West) plc *[Signature]*

This plan is based upon the ordnance survey maps by Western Power Distribution (West) plc. With the sanction of the controller of H.M. Stationery Office @ Crown Copyright Reserved.



The Wych, Kington.

1000011

RM1000011/1



Existing Electricity network is not colour coded and proposed Electricity network is colour coded:

Underground Cable & Joint - ● - - -

Underground Cable - - - - -

Low Voltage

High Voltage

Overhead Line & Poles ○ — ○

Stay ○ — |

Pole ○

Tower □

Strut ○ — |

Pole Mounted Substation ●

To be removed // // // //

IMPORTANT NOTICES

- These plans are provided for use with Legal & Wayleave documentation only. Not all cables, overhead lines or substations will be shown.
- For free advice on working near underground electricity cables or overhead electricity lines, call our CableSafe team free on 0800 0150927.

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Drawing/Project No:
 Date:
 Scale: 1:500
 Centre: 329.1km, 256.81km
 Grid Reference: s02956nw