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Title Number SGL511200

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DATED

26th April

2012



SEQ220

JOHN ALBERT CAWLEY
and BARRY JOHN CAWLEY

- to -

NATIONAL GRID ELECTRICITY TRANSMISSION PLC



COPY

GRANT

- of -

Easement to erect electric lines
at 3 New Close Merton London SW19 2SX

Shakespeares
Bridgeway House
Bridgeway
Stratford upon Avon
Warwickshire CV37 6YY

[Revised: 7 March 2012]

We certify that this is a
true copy of the original
Shakespeare
Shakespeares

LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 2002

County and District	-	MERTON
Title Numbers	-	SGL511200
Property	-	3 NEW CLOSE MERTON LONDON SW19 2SX

THIS DEED OF GRANT is made the 26th day of April Two thousand and twelve
BETWEEN

JOHN ALBERT CAWLEY AND BARRY JOHN CAWLEY all of 3 New Close Merton London SW19 2SX (hereinafter called "the Grantor" which expression where the context so admits shall be deemed to include his successors in title and assigns) of the one part and
NATIONAL GRID ELECTRICITY TRANSMISSION PLC (Company Number 2366977) whose registered office is at 1-3 Strand London WC2N 5EH (hereinafter called "the Company" which expression where the context so admits shall be deemed to include its successors and assigns) of the other part

WHEREAS the Grantor is registered as the proprietor of the Freehold interest in the property currently registered under title number SGL511200

AND WHEREAS the rights and liberties hereinafter mentioned are required by the Company for the purposes of its functions

AND WHEREAS the Grantor has agreed to sell and the Company has agreed to purchase the said rights and liberties at the price of Ten Thousand One Hundred and Twenty Five Pounds (£10,125.00)

NOW THIS DEED WITNESSETH as follows:-

1 IN pursuance of the said agreement and in consideration of the sum of Ten Thousand One Hundred and Twenty Five Pounds (£10,125.00) 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 to erect retain use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate at 3 New Close Merton London which said property is shown on the plan annexed hereto and thereon edged green 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 woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric lines 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 with or without vehicles plant and equipment to enter upon the said property for all or any of the purposes aforesaid and also for the purpose of obtaining access to and exercising similar rights in relation to land adjoining or neighbouring the said property **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:-

(a) That the erection of the electric lines shall be executed by the Company in accordance with the regulations made or having force under Section 29 of the Electricity Act 1989 as amended by the Utilities Act 2000 applicable thereto for

the time being in force or any regulations replacing the same made under any existing or future legislation

- (b) That the Company will make good to the reasonable satisfaction of the Grantor any damage to the said property or to the buildings trees hedges fences crops or livestock of the Grantor thereon caused by the electric lines or by the erection of the electric lines. If for any reason any such damage cannot be made good or if the Company so prefer the Company shall in lieu of making good such damage compensate the Grantor therefor
- (c) That if required by the Grantor so to do the Company will remove from the said property all timber cordwood and brushwood felled or lopped in exercise of the rights and liberties hereby granted and leave the said property of the Grantor neat and tidy
- (d) 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 erection of the electric lines 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

THE expression "the erection of the electric lines" herein used includes the erection retention user maintenance repair renewal inspection and removal of the electric lines

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 said property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the electric lines **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:-

- (a) : That no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed and no tree shrub or underwood which may at any time be planted upon the said property shall be allowed to grow so as to be or come when falling within 5.3 metres of the conductors mentioned in the said Schedule when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the towers mentioned in the said Schedule
- (b) That the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the span less than 7.6 metres

4 **THE** existing written Consent to the placing of the electric lines over the property hereinbefore described given to the Company or its predecessors in title by the Grantor or its predecessors in title is hereby determined as from the date hereof but so far only as it relates to the property hereinbefore described and the electric lines shall be deemed to have been erected pursuant to these presents and not pursuant to the said written Consent

5 **THE** parties hereto hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights powers or benefits are or shall be conferred on any person pursuant to this Deed except for such rights powers or

benefits as are expressly conferred on the parties hereto in accordance with and subject to its terms

6 **THE GRANTOR** and the Company hereby apply to the Chief Land Registrar to enter on the Register of the said Title notice of the rights and liberties hereby granted and of such of the covenants and stipulations herein contained as are capable of being so noted

IN WITNESS whereof the Grantor and the Company have executed this document as a deed the day and year first before written

THE SCHEDULE before referred to

Up to 12 conductors for transmitting electricity by three-phase current at a frequency of 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 an earth wire(s) fibre optic cables (in connection with the use of the Company's undertaking only) and the equipment required by the Company in connection therewith (but excluding the right to install fibre optic cables for the use of any third party or commercial operator) the said conductors being erected in the position approximately indicated by the red lines on the said plan attached hereto.

SIGNED AND DELIVERED by the said
JOHN ALBERT CAWLEY
in the presence of:-

)
) *J. A. Cawley*
)

Mr. Frank Potter

MR FRANK POTTER
86 ELMSIDE FIELDWAY
NEW ADDINGTON
CROYDON
CR0 9DW
CARPENTER.

SIGNED AND DELIVERED by the said

BARRY JOHN CAWLEY

in the presence of:-

Handwritten signature of Mr. Frank Potter

MR FRANK POTTER

86 ELMSIDE FIELDWAY

NEW ADDINGTON

CROYDON

CRO 9DW

CARPENTER

) *Handwritten signature of Barry John Cawley*
)
)

THE COMMON SEAL of NATIONAL GRID ELECTRICITY TRANSMISSION PLC

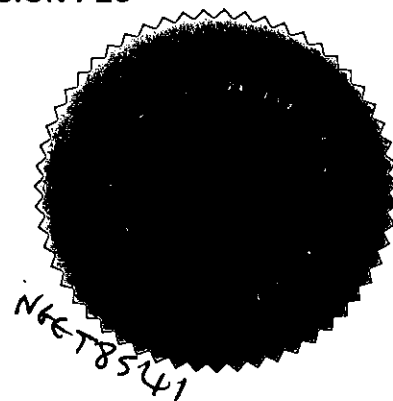
was hereunto affixed

in the presence of:-

Handwritten signature of M. Hane

Authorised Signatory

Member of the Board Sealing Committee



Route Name: Beddington Main - Wimbledon
Route Code: YYU
Grantor Code:



0 25 50 100 150 200 Meters

Tower	Type	Ext.	Weight	Total Height	Issue	Date	Revision	Design	Drawn	Chk'd.	App'd
YYU017	L8C D36	E 4.6		76.10	A	01/09/10			AT	NH	
YYU018	L8C D6	E 7		62.63							
Note; 1. Tower position from LIDAR data 2. Furthest cross arm shown					Key; —— Conductors in still air ----- Conductors swung 45 degrees			National Grid Network Mapping & Engineering			
Reproduced from Ordnance Survey mastermap data reference number TQ2668. Purpose of drawing to show conductors between towers YYU017 - YYU018.					Title Conductors in still air & swung at 45 degrees. Towers YYU017 - YYU018						
Note: Print at A3 to display drawing at 1:1250 scale.					Route/ Circuit						

3 NEW CLOSE

493/SD/10

PLAN

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