

**These are the notes referred to on the following official copy**

Title Number CU113077

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

## ELECTRICITY NORTH WEST LIMITED

## DEED OF GRANT

PARTICULARS	
1.	<b>County and District</b> : Cumbria : Eden
2.	<b>Title Number</b> : CU113077
3.	<b>The Grantor</b> : Patricia Ellithorn of 1 Pooley Mill, Dalemain, Penrith CA11 0HB
4.	<b>The Grantee</b> : Electricity North West Limited (Company Reg. No. 02366949) whose registered office is at Electricity North West, Borrton Street, Stockport SK1 2JD
5.	<b>The Land</b> : the land of the Grantor at Helton  <b>Place</b> : Penrith Cumbria CA10 2QB  contained within the Title Number
6.	<b>The Consideration</b> : £406.25 (Four Hundred and Six Pounds and Twenty Five Pence Only)
7.	<b>Date</b> : 2 February 2021 <sup>2</sup>



**Geldards**  
law firm

## 1.1 Definitions:

<b>Cable Easement Land</b>	means the land two metres in width shown cross hatched yellow on the Plan.
<b>Plan</b>	means the plan attached hereto.
<b>Rights</b>	means the rights set out in Schedule 1 granted for the benefit of the Grantee and its Undertaking and which may be exercised by the Grantee and its employees agents contractors sub-contractors and licensees as are properly engaged in the Undertaking.
<b>Underground Electric Lines</b>	means the underground electric lines for transmitting electricity within the meaning of Section 64 of the Electricity Act 1989 and all apparatus appertaining thereto.
<b>Undertaking</b>	means the undertaking of the Grantee within its area pursuant to the Grantee's distribution licence granted, or treated as granted, under Section 6(1)(c) of the Electricity Act 1989 (as amended, supplemented, novated or replaced from time to time), and each and every part of it.

## 1.2 In interpreting this Deed:

- (a) words importing the masculine and feminine shall be construed as importing any other gender;
- (b) words importing the singular shall be construed as importing the plural and vice versa;
- (c) the schedule and clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;
- (d) any reference to a colour is to one on the Plan;
- (e) any covenant by the Grantor or the Grantee not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;
- (f) any reference to any legislative provision includes any subsisting re-enactment or amending provision;
- (g) the terms "Grantor" and "Grantee" shall include successors in title and where the Grantor comprises more than one party any obligations on its part shall be joint and several;
- (h) the Particulars form part of this Deed and the words and expressions contained therein shall have the meanings specified;
- (i) where the Grantee installs or has installed more than one underground electric line reference to "Underground Electric Lines" in



KEY

CABLE EASEMENT 



REVISIONS

Rev1 08/12/2020 AF/RS

*S.G.*

REPRODUCED FROM OR BASED UPON THE  
 ORDNANCE SURVEY'S MAP OF 2017  
 WITH THE PERMISSION OF THE CONTROLLER  
 OF HER MAJESTY'S STATIONERY OFFICE.  
 CROWN COPYRIGHT RESERVED. LICENCE No.100017892  
 ELECTRICITY NORTH WEST LIMITED registered office:  
 BORRON STREET, PORTWOOD, STOCKPORT,  
 CHESHIRE, SK1 2JD  
 DATE: 22/07/2020



DRAWN R Sutcliffe REF No W12596

ORIGINATOR A Fletcher DATE 22/07/2020

Electricity apparatus on  
 land owned by  
 Ms. P. Ellithorn at Helton,  
 Cumbria, CA10 2QB.

SCALE AS INDICATED

DRAWING NUMBER SHEET

EW •A3• 33558

LOCATION PLAN

SCALE : 1:2500

ORDNANCE SHEET NY5021-95

this Deed shall be to each and every underground electric line installed or to be installed (as appropriate).

- 2 In consideration of the covenants on the Grantee's part set out in Schedule 2 and the payment of the Consideration the Grantor with full title guarantee **HEREBY GRANTS** to the Grantee over the Land the Rights together with all incidental rights and consequences which flow from such grant for the benefit of and appurtenant to the Undertaking.
- 3 The Grantor acknowledges receipt of the Consideration.
- 4 The Grantor is the owner of the freehold title to the Land free from encumbrances (except those currently stated on the registers of title) and the Grantor has agreed to grant a legal easement relating to the Underground Electric Lines on the terms of this Deed.
- 5 The Grantee covenants with the Grantor that it will observe and perform the matters set out in Schedule 2.
- 6 The Grantor covenants with the Grantee that it will observe and perform the matters set out in Schedule 3 for the benefit and protection of the Undertaking and the Underground Electric Lines (and every part of them) so as to bind the Land into whosoever hands the same may come but not so as to render the Grantor liable for any breach of this covenant occurring after it has parted with all interest in the Land.
- 7 The Grantor and the Grantee agree and declare as set out in Schedule 4.

### **Schedule 1 - The Rights**

1. To lay construct use test inspect maintain repair alter supplement replace relay renew and remove or render unusable the Underground Electric Lines in under or over the approximate position(s) indicated by the Cable Easement Land.
2. At all reasonable times with the required contractors vehicles materials and equipment to enter onto so much of the Land which does not have buildings thereon as is reasonably necessary and break up the surface of the Cable Easement Land from time to time for the purpose of exercising the Rights referred to in paragraph 1 of Schedule 1 and to gain access and egress to/from the nearest public highway to/from the Underground Electric Lines and any land adjacent to or adjoining the Land over which the Grantee has either now or in the future laid Underground Electric Lines.
3. A full right of subjacent and lateral shelter support and protection from the Land to support uphold and maintain the Underground Electric Lines.

### **Schedule 2 - Covenants on the part of the Grantee**

1. To exercise the Rights in accordance with all regulations and requirements whether statutory or otherwise for the time being in force affecting the same.

2. To make good to the reasonable satisfaction of the Grantor all damage caused to the Land in the exercise of the Rights as soon as reasonably practicable and if for any reason any such damage cannot be made good to pay compensation in lieu.
3. To indemnify the Grantor against all claims, expenses and demands arising out of the exercise by the Grantee of any of its Rights hereunder and caused by the negligent act or omission of the Grantee (or any persons under its control or acting with its authority) **PROVIDED ALWAYS** that this indemnity shall not extend to any injury or damage caused solely by the Grantor (or any person under the control of or acting with the authority of the Grantor) or to such proportion of such injury or damage as may be directly attributable to the Grantor (or such person as aforesaid) and in relation to the indemnity under this paragraph 3 of Schedule 2 in no circumstances shall the Grantee be liable in contract, tort (including negligence, nuisance and/or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any economic or consequential loss whatsoever **AND PROVIDED FURTHER** that the Grantor shall forthwith give notice in writing to the Grantee of any such claims, expenses or demands suffered, brought or sustained by or against the Grantor and the Grantor shall not settle, adjust or compromise the same without the prior written consent of the Grantee **AND PROVIDED FURTHER** that in respect of liability for matters other than death and personal injury the total liability of the Grantee under this paragraph 3 of Schedule 2 shall not exceed the sum of five million pounds (£5,000,000.00) for any one claim or series of claims arising from the same incident.

### **Schedule 3 - Covenants on the part of the Grantor**

1. Not to commence any action in nuisance in connection with the installation retention existence or proper operation of the Underground Electric Lines in accordance with the terms of this Deed.
2. Not to do or permit anything to be done in or upon the Land which will interfere with the exercise by the Grantee of the Rights or cause damage to the Underground Electric Lines or affect their electrical performance and in the event of such damage being caused to notify the Grantee immediately upon becoming aware of such damage.
3. Not to drive spikes or stakes into the Cable Easement Land nor plant any trees or deep rooted shrubs therein.
4. Not to alter the level of the Cable Easement Land from that existing at the date of this Deed or to cover the surface thereof with any material which makes it more difficult for the Grantee to exercise the Rights in respect of the Cable Easement Land.
5. To keep the Cable Easement Land open and unbuilt upon.

#### **Schedule 4 - Provisos and Stipulations**

The Grantor and the Grantee hereby declare and agree as follows:

1. a party which is not a party to this Deed shall not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999;
2. the benefit of this Deed is to run with the Undertaking and be attached to each and every part of it;
3. the burden of this Deed is to run with the Land and bind every part of it;
4. the covenants on the Grantee's part set out in Schedule 2 are given in consideration of the grant of this Deed and benefit the Grantor and constitute valuable consideration for the purposes of the Land Registration Act 2002 and the Land Registration Rules 2003; and
5. the Grantee will apply to the Chief Land Registrar for the entry of notice of the Rights on the Title Number.

**EXECUTED as a DEED** )  
by Patricia Ellithorn )  
in the presence of: )

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

**EXECUTED as a DEED** by Electricity )  
North West Limited acting by its Attorney )  
*Sarah GreenSmith* )  
under a Power of Attorney in the )  
presence of: )



Signature of Witness: *dm*

Name (in BLOCK CAPITALS): **DAVINA MORDANTI**

Address: Geldards LLP, The Arc, Enterprise Way, Nottingham NG2 1EN



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Rev1 08/12/2020 AF/RS

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5. the Grantee will apply to the Chief Land Registrar for the entry of notice of the Rights on the Title Number.

**EXECUTED as a DEED**  
by Patricia Ellithorn  
in the presence of:

)  
)  
) *P. Ellithorn*

Signature of Witness:

*Richardson*

Name (in BLOCK CAPITALS): **Bruce Richardson**  
**1 ST.ANDREW'S PLACE**  
Address: **PENRITH**  
**CA11 7AW**  
**SOLICITOR**

**EXECUTED as a DEED** by Electricity )  
North West Limited acting by its Attorney )  
)  
)  
under a Power of Attorney in the )  
presence of: )

Signature of Witness:

Name (in BLOCK CAPITALS):

Address: Geldards LLP, The Arc, Enterprise Way, Nottingham NG2 1EN