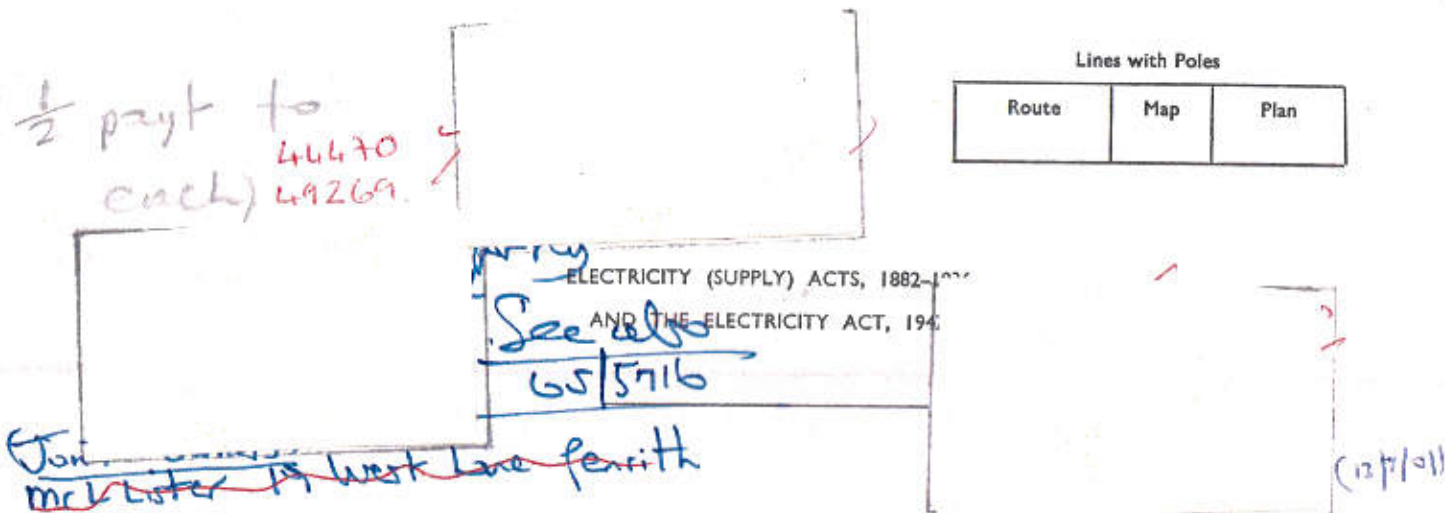


THIS FORM IS FOR USE IN THE CASE OF PREMISES

FARMED BY A TENANT

The printed clauses have been approved by the National Farmers' Union and the Country Landowners' Association.

No alterations to or deletions of the print should be agreed to. Information and advice should be obtained from the County Secretary of the Union or from the Branch Secretary of the Country Landowners' Association.



WAYLEAVE AGREEMENT made the 24th. day of July 19 72  
 BETWEEN ~~MARI ELEANOR LISTER~~ of Hasty Bank, Catterlen, Penrith in the County of  
 Cumberland, Widow  
 (hereinafter referred to as "the Owner") of the first part ~~DAVID G. RUSSELL~~ of Stoney Beck Farm,  
 Penrith, aforesaid, Farmer  
 (hereinafter referred to as "the Occupier") of the second part  
 and THE NORTH WESTERN ELECTRICITY BOARD (hereinafter referred to as "the Board") of the third part WHEREBY  
 IT IS AGREED AS FOLLOWS :

1. The Owner and the Occupier hereby consent upon the following terms and without prejudice to any relevant statutory rights of the parties :-

- (a) To the execution by the Board at reasonable times and with reasonable despatch of the works described in the First Schedule hereto (hereinafter referred to as "the works") on, under and across the land owned by the Owner and farmed by the Occupier as tenant situate in the Parish of Catterlen & the Urban District of Penrith in the County of Cumberland
- (b) To the user, maintenance, repair, alteration, renewal, inspection and removal of the works ;
- (c) To the Board felling, lopping or cutting in a woodmanlike manner any tree or hedge on the said land which obstructs or interferes with such execution, user, maintenance, repair, renewal, alteration, inspection or removal ; and
- (d) To the entry on the said land at all reasonable times by the Board their officers, servants and agents for any of the said purposes.

The Board shall during the continuance of this Agreement pay to the Owner yearly sums calculated in accordance with Part I and Part II of the Second Schedule hereto and the Owner shall keep the Board indemnified against any claims which may be made by his lessees or tenants in respect of all matters covered by that Schedule.

- 3. The Owner agrees with the Occupier that he will at all times during the continuance of the existing tenancy of the Occupier duly claim from the Board the compensation provided for in Part II of the Second Schedule hereto and will upon the receipt thereof either pay or allow the same to the Occupier.
- 4. The Board shall maintain and keep the works in good repair and condition so as not to be a danger to the Owner or the Occupier or his or their tenants or property or employees.
- 5. The Board shall not (except so far as may be necessary for the purposes aforesaid) substantially obstruct or interfere with the use of any road, footpath, sewer, drain, watercourse or well that may be crossed by any of the works of the Board or otherwise impede the free and uninterrupted user of the said land or of any other land, buildings or property of the Owner.

- 6 AUG 1972

6. The Board shall (except in respect of all matters covered by Part II of the Second Schedule hereto) as soon as reasonably practicable make good to the reasonable satisfaction of the Owner and the Occupier or his or their tenants as the case may be any damage to the land, buildings, chattels or property of whatever description of the Owner or the Occupier or of his or their tenants caused by or arising out of the execution of the works or their user, maintenance, repair, alteration, renewal, inspection or removal and in particular shall after every operation fill in the ground and so far as possible restore the surface to its former condition including the replacement of soil and turf and the removal of all rubbish and weeds. If for any reason any such damage cannot be made good the Board shall compensate the Owner and the Occupier or his or their tenants therefor.
7. The Board shall give to the Owner and the Occupier and his or their tenants not less than three days' previous notice (except in cases of emergency when as long notice as practicable shall be given) of the intended execution, repair, renewal or removal of the works. Where the Owner or the Occupier or his or their tenants have indicated the route by which they desire the Board shall cross the Owner's land for the purpose of executing, repairing, renewing, inspecting or removing the works the Board shall follow such route except in cases of emergency or where it is not reasonably practicable to do so.
8. The Board shall not without the previous written consent of the Owner and the Occupier place, erect, attach or exhibit on the works any sign, notice or advertisement of any kind or nature whatsoever other than the usual "danger notices" and notices required for the proper operation of the Board's system.
9. The Board shall at all times keep the Owner and the Occupier and his or their tenants and employees indemnified against all losses, damages or expenses which any of them suffer or incur by reason or on account of any wrongful act, neglect or omission of the Board their servants or agents or licensees in connection with the execution, user, maintenance, repair, alteration, renewal, removal or inspection of the works or by reason of any accident (not excluding the Act of God) due to or arising out of the existence of the works on the said land (except such as may be due to or caused by or arise out of the wrongful act or neglect of the Owner or the Occupier or his or their tenants or employees) or by reason of drips from the works provided that nothing in this clause shall exclude the operation of the Law Reform (Contributory Negligence) Act, 1945.
10. Nothing in this Agreement shall diminish, affect or interfere with the right of the Owner and the Occupier and his or their tenants to work any mines and minerals in or under the said land in as full and ample a manner as if this Agreement had not been made and in working the said mines and minerals it shall be lawful for the Owner to withdraw vertical and lateral support from the works and the Owner shall not be liable to pay any compensation for damage that may be caused in working the said mines and minerals. Provided nevertheless that any supports for electric lines above ground erected under this Agreement shall be deemed to have been erected in pursuance of powers conferred on the Board under Section 22 of the Electricity (Supply) Act, 1919 as amended by Section 57 of, and Part I of the Fourth Schedule to, the Electricity Act, 1947 and the Board shall accordingly be entitled to the benefit of Section 44 (2) of the Electricity (Supply) Act, 1926 as amended by the Electricity Act, 1947.
11. This Agreement shall remain in force until determined by the Owner giving to the Board or the Board giving to the Owner at any time six months' previous notice in writing on that behalf but such determination shall be without prejudice to any relevant statutory rights of the Board for the time being in force.
12. On the determination of this Agreement the Board shall (subject to statutory rights) with all reasonable despatch remove the works and restore the surface of the land to the reasonable satisfaction of the Owner and the Occupier.
13. If any dispute or difference shall arise between the parties concerning the interpretation of this Agreement or as to their respective rights, duties or obligations hereunder such dispute or difference shall be referred to a single Arbitrator to be appointed jointly by the parties hereto who are parties to the dispute or difference or failing agreement between such parties to be appointed on the application of any such party by the President for the time being of the Royal Institution of Chartered Surveyors and in any case the Arbitration Act, 1950 or any statutory amendment or re-enactment thereof shall apply to the reference.
14. In this Agreement where the context so permits "Owner" includes the owner for the time being of the land on or over which the said works are executed.

"Occupier" includes the executors, administrators and assigns of the occupier so long as such executors, administrators or assigns occupy the said land under the existing contract of tenancy thereof.

"Board" includes the successors or assigns of the Board.
15. In the event of the occupier spraying any crops or pasture by aircraft and an area being left untreated owing to the aircraft's inability to spray close to the line, the occupier shall take all reasonable steps, including where practicable, treating from the ground, to mitigate loss of crop on the area so left untreated by Aerial Spraying and the Board will bear the additional cost, if any, of such treating from the ground or if such treating from the ground shall not be reasonably practicable the Board will pay reasonable compensation for any loss of crop caused by inability to spray from the air close to the line. Provided always the provisions of this clause are conditional upon the occupier having given written notice to the Board of his intention to spray from the air in the vicinity of the line or if this shall not be practicable the earliest possible notice that such spraying has taken place.
16. A copy of this Agreement shall be supplied to the Owner and to the Occupier by and at the expense of the Board.

**THE FIRST SCHEDULE** hereinbefore referred to

- (a) The placing of an overhead line consisting of 3 high voltage power conductors and earth wire across the land of the Owner coloured pink on the attached plan in the line indicated in red on the said plan and so that no part of such line shall be less than seventeen feet above the surface of the ground.
- (b) The erection of THREE poles and any necessary stays and appliances for the purpose of supporting the above-mentioned line in the position indicated on the attached plan.

Such erection and placing to be subject to such deviation from the positions and line shown on the said plan as may be approved in writing by the Owner and the Occupier.

- (c) \_\_\_\_\_ underground cables for transmitting electricity at a frequency of 50 cycles per second and at a pressure of \_\_\_\_\_ volts and \_\_\_\_\_ low voltage telephone and signalling cables such cables to be in the position indicated on the attached plan.

Length of underground cable route \_\_\_\_\_ yards.

~~(d) The placing of overhead lines consisting of 3 low voltage power conductors and earth wire supported by TWO poles and any necessary stays across the said land in the line indicated in yellow on the said plan and so that no part of such line shall be less than seventeen feet above the surface of the ground.~~

**THE SECOND SCHEDULE** hereinbefore referred to

**PART I—Rent**

- (a) As rental :
- |  | <i>per annum</i> |                  |
|--|------------------|------------------|
|  | <i>s. d.</i>     | <i>new pence</i> |
| For each single pole, strut, or stay ... ..  | 2. 0.            | 10               |
| For each "A" or "H" pole ... ..  | 3. 0.            | 15               |
| For any length of overhead electric line where no supports are erected on the said land ... .. | 6.               | 2½               |
| For any electric line laid underground each 100 yards route length or part thereof             | 1. 0.            | 5                |
- (b) The said sums shall be paid on the 30th. day of June payment being proportioned from the date of commencing the placing of the line. in each year the first

**PART II—Compensation**

- (a) As compensation for interference with agriculture, in respect of :

	<i>Arable land</i>		<i>Erected on</i>	
	<i>per annum</i>		<i>Cultivated grassland per annum</i>	
	<i>s. d.</i>	<i>new pence</i>	<i>s. d.</i>	<i>new pence</i>
For each single pole	18. 0.	90	6. 0.	30
For each 'A' or 'H' pole	33. 0.	165	12. 0.	60
For each single pole and stay	46. 0.	230	17. 0.	85
For each 'A' or 'H' pole and stay	60. 0.	300	23. 0.	115
For each additional stay	14. 0.	70	5. 0.	25
For each isolated stay	28. 0.	140	11. 0.	55
 For each tower with base dimensions over concrete at ground level of:-				
Under 8'6" x 8'6"	39. 0.	195	14. 0.	70
8'6" x 8'6" but under 12'6" x 12'6"	50. 0.	250	14. 0.	70
12'6" x 12'6" " " 17'6" x 17'6"	63. 0.	315	18. 0.	90
17'6" x 17'6" " " 22'6" x 22'6"	86. 0.	430	21. 0.	105
22'6" x 22'6" " " 30'0" x 30'0"	109. 0.	545	27. 0.	135
30'0" x 30'0" " " 35'0" x 35'0"	113. 0.	565	27. 0.	135
35'0" x 35'0" " " 40'0" x 40'0"	148. 0.	740	27. 0.	135
40'0" x 40'0" " " 45'0" x 45'0"	171. 0.	855	32. 0.	160
45'0" x 45'0" " " 50'0" x 50'0"	218. 0.	1090	32. 0.	160
50'0" x 50'0" " " 55'0" x 55'0"	271. 0.	1355	41. 0.	205
55'0" x 55'0" and over	334. 0.	1670	41. 0.	205

- (b) In any year in which the land is cultivated twice and more than one separate and distinct crop is taken off double compensation rates shall be paid.

- (c) When arable land is laid down to grass arable rates shall continue to be paid for the first two years but thereafter the land shall be treated as grassland until it is again ploughed.
- (d) The said sums shall be paid on the 30th. day of June in each year, the first payment being proportioned from the date of commencing the placing of the line.
- (e) The said compensation shall reimburse the Occupier in respect of the following matters arising out of the existence of the completed poles or stays in proper condition on the said land but not further or otherwise, namely :—
- (i) Loss of crops or of the power to cultivate or use the sites of the said poles or stays and the land immediately adjoining those sites.
  - (ii) Interference with the work of cultivation of the land whereon the said poles or stays are erected.
  - (iii) Labour required to keep the sites of the said poles and stays and the land immediately adjoining the same free from weeds and undergrowth.

In Witness whereof the Owner and the Occupier and Stanley O'Connor  
for and on behalf of The North Western Electricity Board and authorised by them in that behalf have hereunto respectively set their hands the day and year first above written.

17. This Agreement shall supersede the Document No. 65/8379 dated the 7th. July, 1966

Signed by the said

MARY ELEANOR LISTER

Mary E Lister

(Owner)

In the presence of

NORWEB. Penwith

Signed by the said

DAVID G. RUSSELL

D G Russell

(Occupier)

In the presence of

NORWEB. Penwith

Signed by the said

Stanley O'Connor

Stanley O'Connor

In the presence of

R. Malpas

Administrative Officer,

or Lakeland Area.

CASTLE GREEN,  
KENDAL,  
WESTMORLAND.

THE NORTH WESTERN ELECTRICITY BOARD  
LAKELAND AREA.

585  
13.770

SCALE  $\frac{1}{2500}$  OR 25.344 IN. TO 1 MILE.

Proposed H.V. Overhead 590 shown thus: —●—  
Existing " " 6.050 " " —●—  
Proposed L.V. " " " " —●—  
Existing " " " " —●—  
Proposed H.V. Underground Cable thus: —●—  
Existing " " " " —●—  
Proposed L.V. " " " " —●—  
Existing L.V. " " " " —●—

Kitchen Hill

Stays shown thus: —

ORDNANCE MAP  
NO. 49.11

PLAN NO. LA. AA. 248 28

DATE 2-5-72

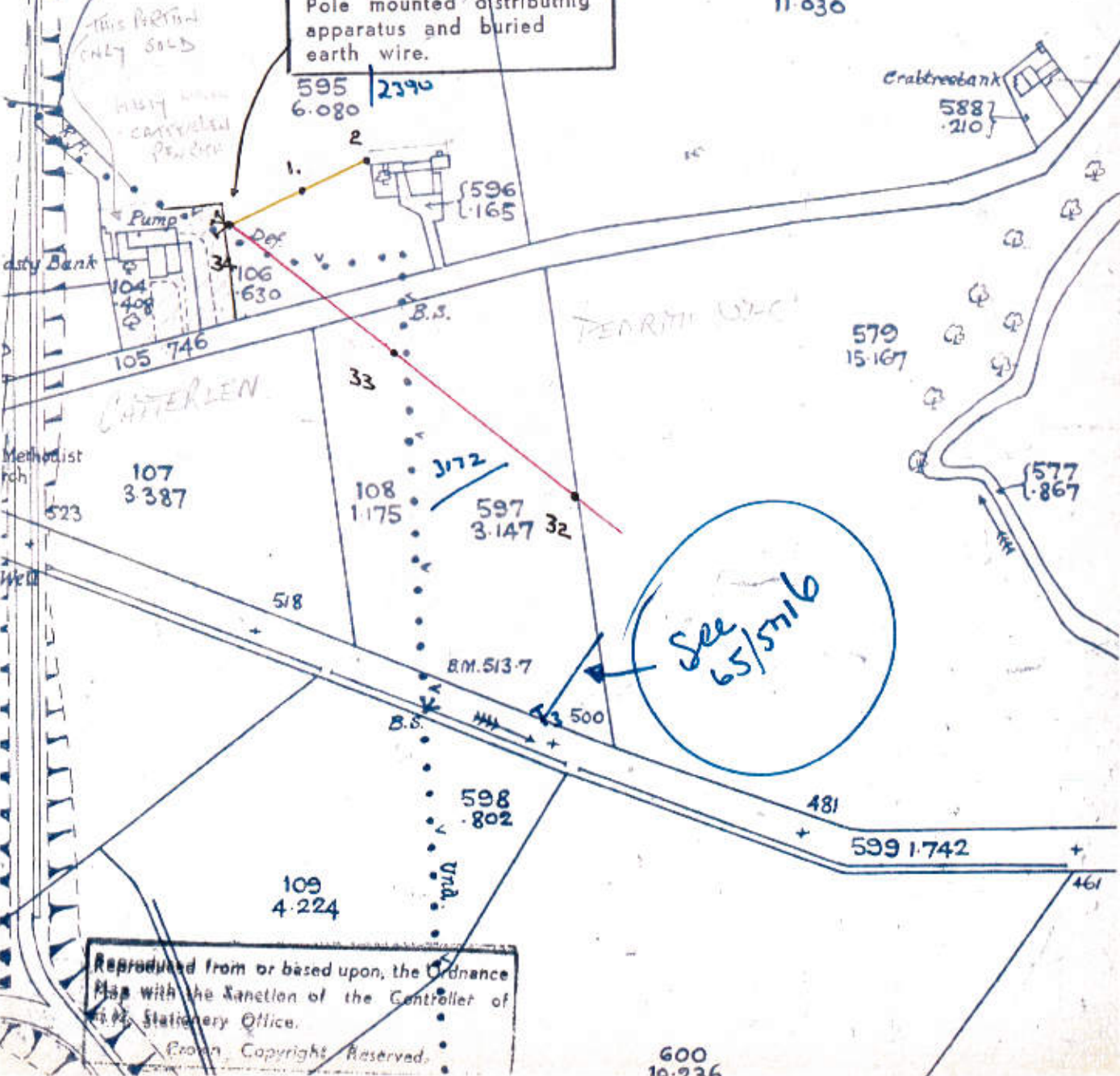
592  
6.045

Pole mounted distributing apparatus and buried earth wire.

589  
11.030

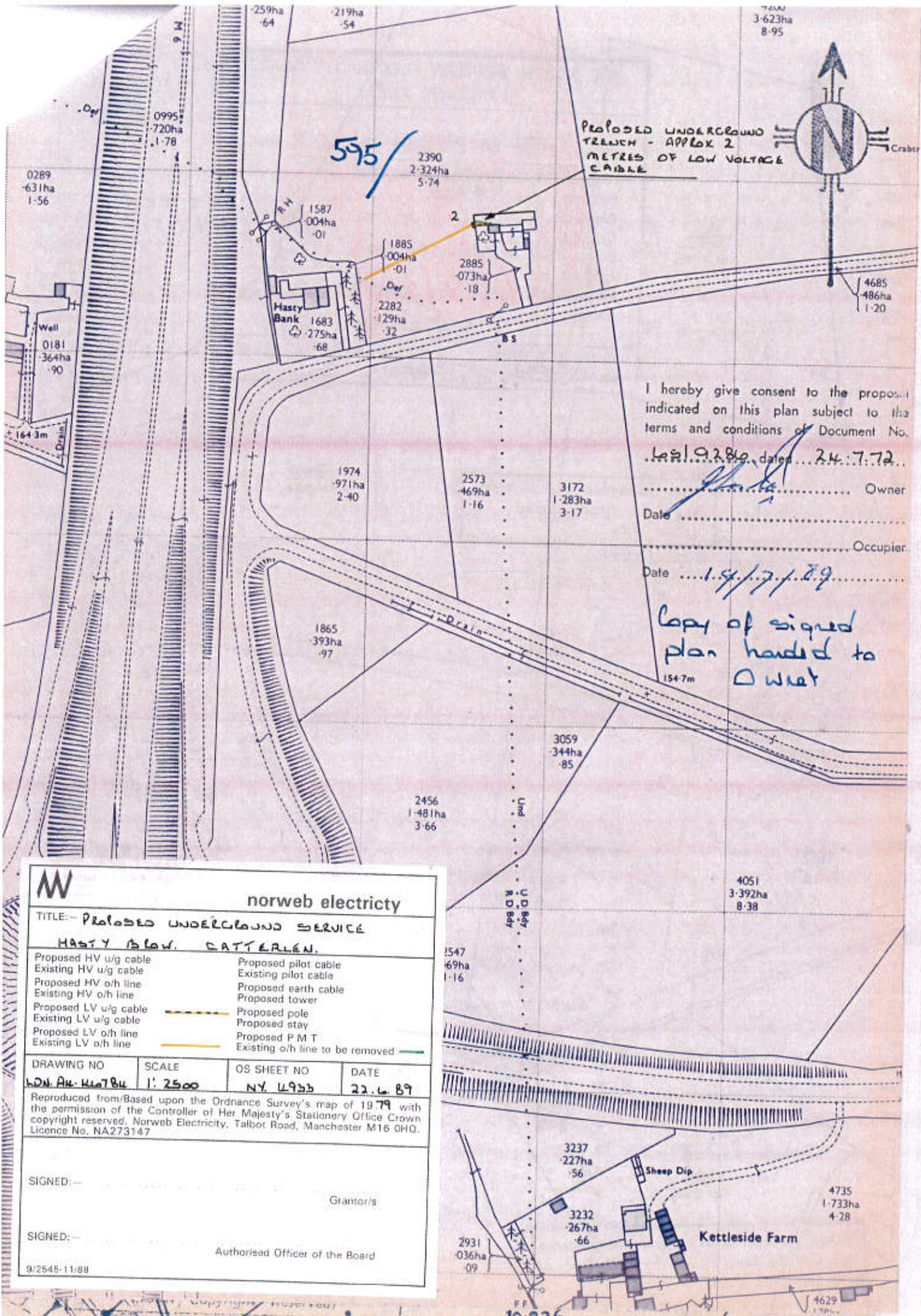
595  
6.080 | 2390

Crabtreebank  
588  
210

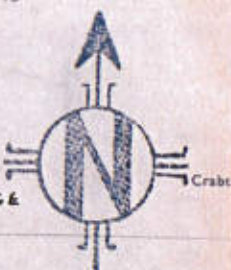


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600  
10.226



PROPOSED UNDERGROUND TRENCH - APPROX 2 METRES OF LOW VOLTAGE CABLE



I hereby give consent to the proposal indicated on this plan subject to the terms and conditions of Document No. 19/9/89 dated 24.7.72

..... Owner  
Date .....

..... Occupier  
Date 19/7/89

Copy of signed plan handed to DWIET

<b>W norweb electricity</b>			
TITLE: <b>PROPOSED UNDERGROUND SERVICE</b>			
HASTY BANK, CATTERLEN.			
Proposed HV u/g cable	Proposed pilot cable		
Existing HV u/g cable	Existing pilot cable		
Proposed HV o/h line	Proposed earth cable		
Existing HV o/h line	Proposed tower		
Proposed LV u/g cable	Proposed pole		
Existing LV u/g cable	Proposed stay		
Proposed LV o/h line	Proposed P M T		
Existing LV o/h line	Existing o/h line to be removed		
DRAWING NO	SCALE	OS SHEET NO	DATE
LDN. AN. 410784	1: 2500	NY. 4933	22.6.89
Reproduced from/Based upon the Ordnance Survey's map of 1979 with the permission of the Controller of Her Majesty's Stationary Office Crown copyright reserved, Norweb Electricity, Talbot Road, Manchester M16 0HQ. Licence No. NA273147			
SIGNED: _____ Grantor/s			
SIGNED: _____ Authorised Officer of the Board			
9/2545-11/88			