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36

**An Agreement**

made the

day of

One thousand nine hundred and **eighty-nine**

BETWEEN

**MRS C S BELL & MRS J M WILSON**

(hereinafter called "the Grantor" which expression where the context so admits shall include the Grantor's successors and assigns as well as the owner or occupier for the time being of the land hereinafter mentioned) of the one part and the SOUTH EASTERN ELECTRICITY BOARD whose principal office is situate at Grand Avenue, Hove, East Sussex BN3 2LS

(hereinafter called "the Board") by **DAVID CHARLES FEARCE**

a duly authorised Officer of the Board of the other part

WHEREBY IT IS AGREED as follows:-

1.—THE Grantor hereby gives consent subject as hereinafter mentioned:-

(a) To the execution by the Board of the works as shown on the plan attached and described in the First Schedule hereto (hereinafter called "the works") upon the land owned or occupied by the Grantor situate

in the Parish/District of **WALMER**

in the County of **KENT**

(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 alteration renewal inspection or removal; and

(d) To the entry on the said land at all reasonable times other than for emergency by the Board or their officers servants or agents for any of the said purposes.

2.—THE works shall be executed by the Board subject to the provisions of the Electricity (Supply) Acts 1882 to 1936 and the Electricity Acts 1947 and 1957 or any statutory modification thereof with the exception of section 17 of the Electric Lighting Act 1882 and section 77 of the Electric Lighting (Clauses) Act 1899.

3 —ALL works executed under this agreement shall be executed by the Board at reasonable times and with all reasonable despatch.

4.—THE Board shall during the continuance of this Agreement maintain and keep the works in good repair and condition so as not to be a danger to the Grantor or his lessees or tenants or his or their property of whatever description or employees.

5.—THE Board shall not in the execution of the works or in their user maintenance repair alteration renewal inspection or removal cause any unnecessary damage or injury to or except so far as may be necessary for the purposes of the said works impede the free and uninterrupted user of the said land or of any other land buildings and property of the Grantor. In particular the Board shall not substantially obstruct or interfere with the use of any road or footpath sewer drain watercourse or well that may be crossed by any of the works of the Board

6 —THE Board shall forthwith make good to the reasonable satisfaction of the Grantor or of his lessees or tenants as the case may be any damage to the land buildings chattels or property of whatever description of the Grantor or of his lessees or 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 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 Grantor or his lessees or tenants therefor. Where the works involve the felling or lopping of any trees the Board shall if so requested by the Grantor remove from the site any trees felled together with any cordwood and brushwood and leave the site in a clear condition paying to the Grantor proper compensation for any trees so removed.

7.—THE Board shall give to the Grantor and also as appropriate to his lessees and tenants not less than three days' previous notice in writing (except in cases of emergency when as long notice as practicable shall be given) of the intended execution repair alteration renewal or removal of such works or the exercise of any of the rights conferred by Clause 1(c) above. Where the Grantor or his lessees or tenants have indicated the route by which they desire the Board should cross the Grantor's land for the purpose of executing repairing altering renewing inspecting or removing the works the Board shall follow such route except in cases of emergency or where it is not practicable to do so.

8.—THE Board shall during the continuance of this Agreement pay to the Grantor in respect of the consent hereby given annual sums in accordance with the Second Schedule hereto or with any nationally agreed revisions thereof.



9.—SUBJECT as aforesaid this Agreement shall remain in force until determined at the expiry of not less than twelve months' previous written notice given at any time but without prejudice to the right which the Board might exercise under section 22 of the Electricity (Supply) Act 1919 and section 11 of the Electricity (Supply) Act 1922 as amended by section 57 of and Part I of the Fourth Schedule to the Electricity Act 1947 or under section 9 of the Electricity Act 1947 as the case may be.

10.—ON the determination of this Agreement under the last preceding clause hereof the Board shall subject to the rights which the Board may in their discretion choose to exercise under sections of the Acts of 1919 1922 and 1947 referred to in the last preceding clause hereof with all reasonable despatch remove their works and restore the surface of the ground to the reasonable satisfaction of the Grantor but in the event of the Board exercising all or any of the powers aforesaid this requirement shall be postponed until the outcome of the Secretary of State's decision thereon.

11.—THE Board shall at all times keep the Grantor and his tenants licensees 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 inspection or removal of the works or by reason of any accident (not excluding an Act of God) owing to or arising out of the existence of the works on the said land. Provided that this indemnity shall not extend to any such losses or damages or expenses caused solely by the negligent act or default of the Grantor or his tenants licensees or employees or to such proportion of such losses damages or expenses as may be directly attributable to the contributory negligence of any such Grantor tenant licensee or employee.

12.—IN the event of the Grantor spraying any crops or pasture by aircraft and an area being left untreated owing to the aircraft's inability to spray close to the works the Grantor 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 works. Provided always the provisions of this clause are conditional upon the Grantor having given prior written notice to the Board of the intention to spray from the air in the vicinity of the works.

13.—THIS Agreement is made subject to all existing leases tenancy agreements and existing rights of third parties on in over or under or affecting the lands of the Grantor in respect of which his consent is hereby given. A copy of this Agreement shall be supplied to the Grantor by and at the expense of the Board such copy to be kept with the deeds of the property. In the event of the Grantor selling leasing or otherwise disposing of his interest in the land affected by this Agreement, the Grantor shall give to the Board not less than one month's written notice to such effect.

14.—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 or failing agreement to be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and in any case the Arbitration Acts 1950 to 1979 or any statutory amendments or re-enactment thereof shall apply to the reference.

THE FIRST SCHEDULE hereinbefore referred to

- (a) THE placing of an overhead electric line consisting of conductors and earth wire(s) together with any ancillary apparatus across the land of the Grantor in the line indicated in red in the approximate position shown on the attached plan
- (b) THE erection of towers/poles and any necessary stays struts and appliances for the purpose of supporting the above mentioned electric line in the approximate positions indicated on the attached plan
- (c) THE placing of 1 underground cable(s) for transmitting electricity at a frequency of 50 hertz and at a pressure of 11000 volts and low voltage telephone and signalling cables such cables to be in the approximate position indicated on the attached plan Length of cable(s) approximately 25 metres

THE SECOND SCHEDULE hereinbefore referred to

THE Board shall pay to the GRANTOR AS OWNER ANNUAL RENT

	£
(a) For each single pole strut or stay	0.51
For each "A" or "H" pole	0.69
For any length of overhead electric line where no supports are erected on the said land	0.06
For any electric line laid underground each 25 metres route length or part thereof	0.17
(b) For each tower with base dimensions over concrete at ground level of.	
Under 15ft x 15ft	1.17
15ft. x 15ft. but under 25ft x 25ft	2.33
25ft x 25ft. but under 35ft x 35ft	3.12
35ft. x 35ft. but under 45ft. x 45ft.	4.67
45ft. x 45ft and over	6.07

THE Board shall pay to the GRANTOR AS OCCUPIER ANNUAL COMPENSATION

	Erected on		Permanent Pasture/ Long Leys £	Poles and Stays in hedges and ditches £
	Arable Land	£		
Rent Paid when Grantor is Occupier Only	(a) Single pole	6.75	0.94	0.55
	Single stay or strut	8.15	1.70	1.38
	"A" or "H" pole	10.92	1.82	1.22
	Single pole and stay	14.90	2.64	1.93
	"A" or "H" pole and stay	19.07	3.53	2.60
	Each additional stay	4.08	0.85	0.69
	Single pole strut or stay situate in any other class of land	0.51		
	Any length of overhead electric line where no supports are erected on the said land	0.06		
	Any electric line laid underground each 25 metres route length or part thereof	0.17		
	(b) Each tower with base dimensions over concrete at ground level of:-			

	Erected on Arable Land £	Permanent Pasture/ Long Leys £
Under 8ft.6ins. x 8ft.6ins	12.66	2.17
8ft.6ins. x 8ft.6ins. but under 12ft.6ins. x 12ft.6ins	17.10	2.77
12ft.6ins. x 12ft.6ins. but under 17ft.6ins. x 17ft.6ins.	21.53	3.71
17ft.6ins. x 17ft.6ins. but under 22ft.6ins. x 22ft.6ins.	29.55	5.20
22ft.6ins. x 22ft.6ins. but under 30ft. x 30ft.	39.24	7.00
30ft. x 30ft. but under 40ft. x 40ft.	49.05	7.73
40ft. x 40ft. but under 50ft. x 50ft.	59.94	9.85
50ft. x 50ft. and over	71.22	10.79

- (c) Compensation for towers partly in hedges and ditches and near boundaries will be paid at the appropriate rate for the field;
- (d) 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;
- (e) When arable land is laid down to grass arable rates shall continue to be paid for the first five years but thereafter the land shall be treated as grass land until it is again ploughed,
- (f) Compensation for hop gardens shall be paid on the basis of one and a half times the arable rate: compensation for cultivated orchards shall be paid on the basis of one and a half times the appropriate rate;
- (g) The said sums shall be paid on the **31 December** in each year the first payment being proportioned from the date of commencing the erection of the electric line,
- (h) The said compensation is intended to reimburse the Grantor in respect of the following matters arising out of the existence of the completed works in proper conditions 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 works or the land immediately adjoining those sites;
  - (ii) Interference with the work of cultivation of fields or meadows whereon the said works are erected;
  - (iii) Labour required to keep the sites of the said works or the land immediately adjoining the same free from weeds and undergrowth;
- (i) If during the continuance of the Agreement this Grantor shall cease to occupy the said land or any part thereof and shall let the same or any part thereof the said annual sums shall continue to be paid to the Grantor or as he shall in writing direct.

IN WITNESS whereof the Grantor and **DAVID CHARLES PEARCE** for and on behalf of the Board have set their hands the day and year first above written

SIGNED { BY / OR ON BEHALF OF **MRS C S BELL & MRS J M WILSON** (Occupier's Signature) ..... *C Bell*  
IN THE PRESENCE OF

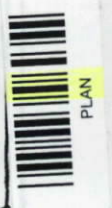
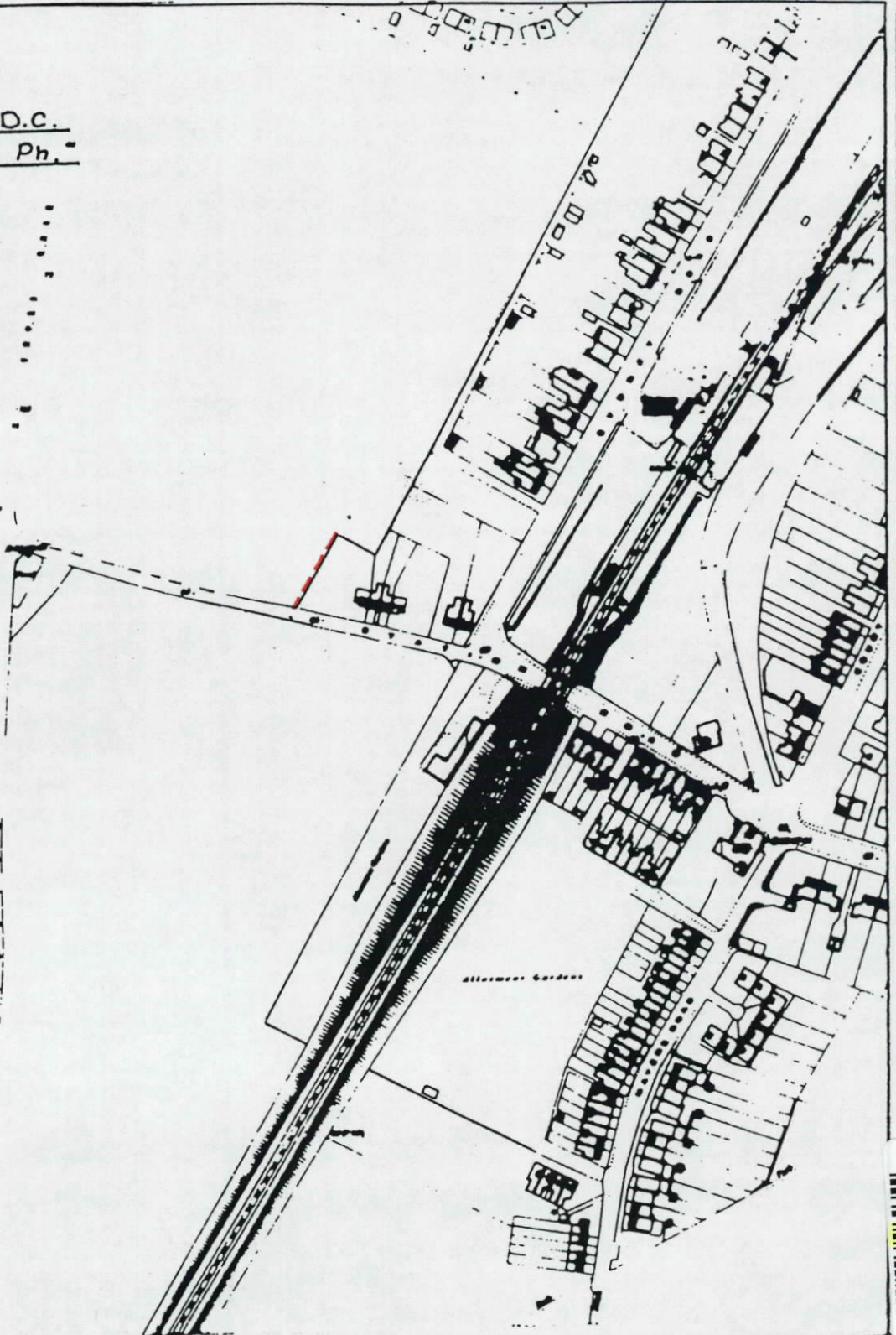
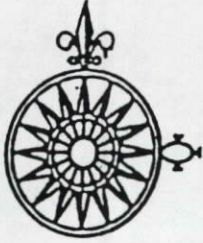
(Witness's Signature) *E. A. Capelton*  
(Address) *Smeels Farm, Marks Horton, Sellin Lane, Nr. Ashford, Kent*

SIGNED { BY THE SAID **D C PEARCE** (Officer's Signature) ..... *D Pearce*  
IN THE PRESENCE OF **M MARTIN**

(Witness's Signature) ..... *M Martin*  
(Address) **SEEBARD**  
**BIRCHOLT ROAD PARK WOOD**

This official copy is incomplete without the preceding notes page.

Dover D.C.  
Walmer Ph.



SOUTH EASTERN ELECTRICITY BOARD. MILITARY ROAD. HYTHE KENT.			
REFERENCE	EXISTING	PROPOSED	Mrs C.S. Bell & Mrs J.M. Wilson, Jacques Court, Elham, Canterbury. Kent.
OVERHEAD LINE			
POLE OR STRUT			
STAY			
UNDERGROUND CABLE		- - - - -	
UNDERGROUND EARTH WIRE			WAYLEAVE FOR  Underground Cable.

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