

These are the notes referred to on the following official copy

Title Number EX837777

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

THIS DEED OF GRANT made the 19th day of August One thousand nine hundred and ninety eight

BETWEEN



PARTIES:-

- (1) "the Grantor" : LITTLE EASTON PARISH COUNCIL in the County of Essex which expression shall include the Grantor's successors in title
- (2) "the Company": EASTERN ELECTRICITY plc (Company Number 2366906) whose registered office is at Wherstead Park Wherstead Ipswich Suffolk IP9 2AQ which expression shall include its subsidiaries as defined by Section 736 of the Companies Act 1985 Associated Companies successors and assigns

OPERATIVE CLAUSES

1. IN consideration of the sum of £210.00 paid by the Company to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor hereby grants unto the Company FULL RIGHT AND LIBERTY for the Company to lay erect maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same as defined by Section 64 of the Electricity Act 1989 (hereinafter referred to as "the said works") in upon over and under the land being part of the

Grantor's property situate and known as land at Manor Road Little Easton Gt Dunmow Essex the said works being erected and laid as indicated and in the position as to the overhead lines (hereinafter referred to as the "OHL") shown by a black line and circle coloured pink and as to the underground cables (hereinafter referred to as "the cables") shown by a broken black line coloured blue on Drawing Number NW/631979/W Issue B annexed hereto AND ALSO full right and liberty upon giving a reasonable period of notice (save in case of an emergency where no notice will be necessary) for the Company and all persons authorised by it from time to time and at all reasonable times hereafter to enter upon the said property of the Grantor for all or any of the purposes aforesaid TO HOLD the same unto the Company in fee simple TO THE INTENT that the said rights shall be used in connection with and as appurtenant to the whole and every part of the statutory electricity undertaking of the Company

2. THIS Grant is made with full title guarantee
3. THE Company hereby covenants with the Grantor to observe and perform the covenants set out in the First Schedule hereto
4. THE Grantor with the intent to bind the said property of the Grantor into whosoever hands the same may come (but not so as to be under a continuing liability after the Grantor has disposed of the Grantor's interest in the land) and for the benefit and protection of the Company's undertaking and the said works hereby covenants with the Company that the Grantor will at all times hereafter observe and perform the covenants

and stipulations set out with regard to the OHL in the Second Schedule and with regard to the cables in the Third Schedule hereto

5. THE Grantor retaining possession of a Deed of Gift dated the 27 May 1930 made between (1) Frances Evelyn Dowager Countess of Warwick (2) the Grantor hereby acknowledges the right of the Company to production and to delivery of copies thereof and undertakes with the Company for the safe custody thereof
6. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds
7. This document is executed as a deed and delivered on the date stated at the beginning hereof

THE FIRST SCHEDULE before referred to
(covenants on the part of the Company)

1. The Company will cause as little inconvenience and do as little damage as possible to the said property of the Grantor in the exercise of the rights and liberties hereby granted and will forthwith make good all damage and disturbance which may be caused thereby to the reasonable satisfaction of the Grantor
2. The Company will maintain and keep in good repair and condition the said works so as not to be a danger to the Grantor or the Grantor's tenants licensees or visitors

3. The Company will keep the Grantor indemnified against all losses claims costs expenses and damages which the Grantor may suffer or incur by reason of anything done or omitted to be done by the Company its servants or agents in pursuance of this Grant Provided that the Grantor shall as soon as practicable give notice in writing to the Company of any action or claim brought made or threatened against the Grantor and shall not settle or compromise such action or claim without the consent of the Company such consent not to be unreasonably withheld or delayed

THE SECOND SCHEDULE before referred to
(covenants on the part of the Grantor as to the OHL)

- 1 No part of any dwellinghouse building or other erection which may at any time be upon the said property of the Grantor shall be constructed or placed and no tree shrub or underwood which may at any time be planted upon the said property of the Grantor shall be allowed to grow so as to be or come when falling within 3 metres of the outside conductors of the OHL or so as to encroach upon the foundations of any tower pole or stay or other supporting structure comprised in the OHL
- 2 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 of the said conductors less than 5.2 metres
- 3 No act or thing shall hereafter be done or suffered to be done on the said property of the Grantor which would have the effect of withdrawing support from any tower pole stay or other supporting structure comprised in the OHL
- 4 Not to excavate on the said property of the Grantor within 3 metres of any tower

pole or stay or other supporting structure comprised in the OHL PROVIDED that this sub-Clause will not prevent the Grantor from carrying out normal agricultural operations including hedging and ditching

- 5 Excavation and back filling will be carried out so as to make available at all times dry land access to the said works to the reasonable satisfaction of the Company

THE THIRD SCHEDULE before referred to
(covenants by the Grantor as to the cables)

- 1 Save in respect of any buildings shown on the said Drawing that nothing shall be done or suffered to be done upon the cable route which may in any way interfere with or damage the cables or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over the cable route without the consent of the Company such consent not to be unreasonably withheld or delayed
2. That the ground cover or the depth of soil over the said works will not in any way be altered without the consent of the Company such consent not to be unreasonably withheld
3. That no excavations in or over the cable route will be carried out without prior notification and affording a representative of the Company the opportunity of being in attendance

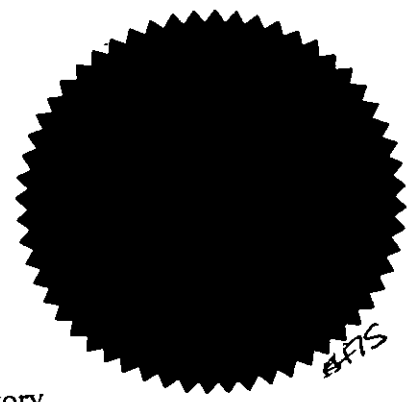
SIGNED BY G. A. MURRAY)
and A. J. STAINES)
two members of and for and on behalf of THE)
LITTLE EASTON COUNCIL in the presence)
of:-)

G. A. Murray
A. J. Staines

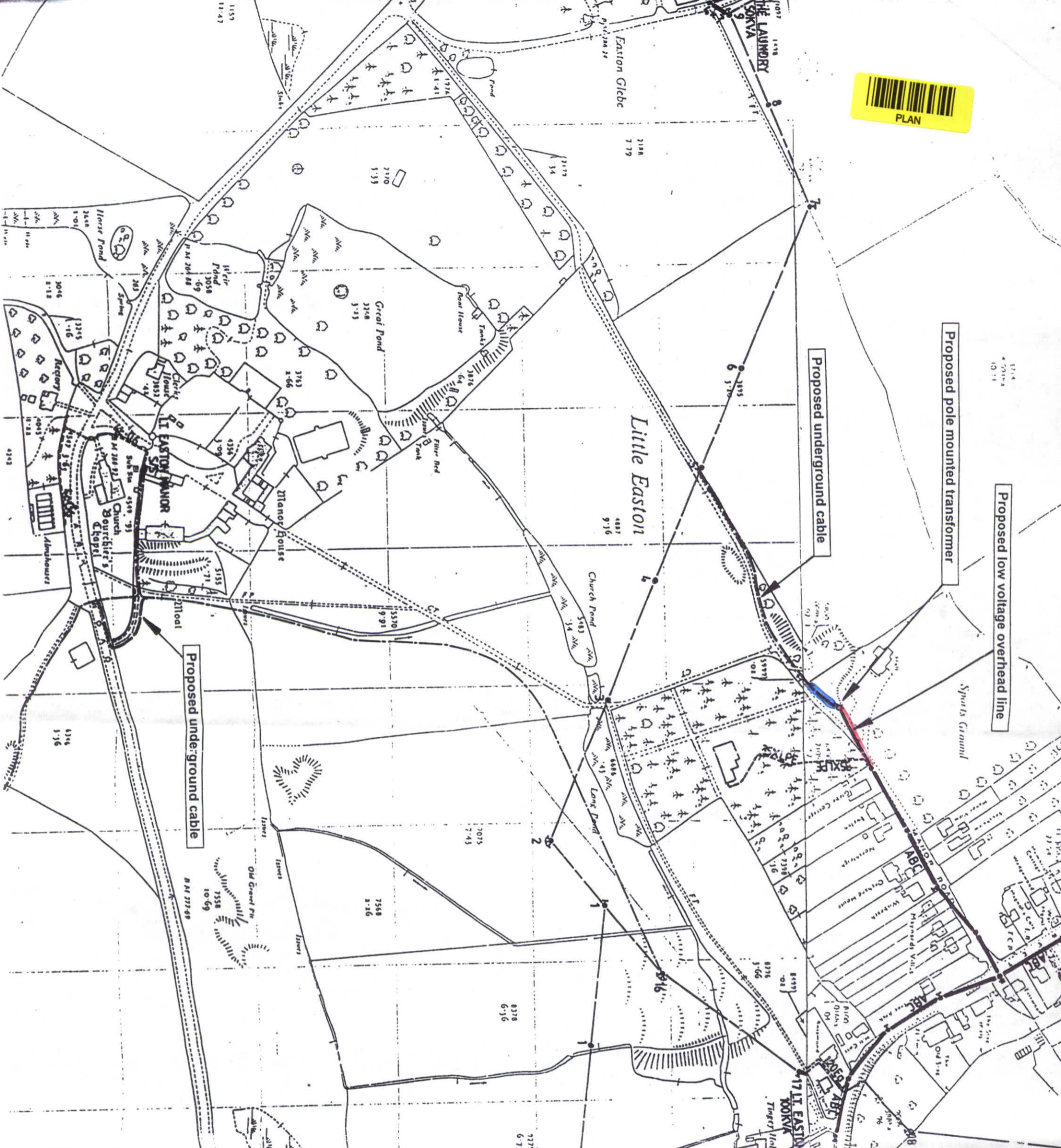
Shirley Holden (Clerk)
Church Cottage
Lt. Easton,
Nr. Dunmow
CM6 2JN .

G. A. MURRAY
6. BUTCHERS PASTURE,
LITTLE EASTON, DUNMOW. CM6 2HY
A. J. STAINES
GLEBE COTTAGE, HANOR RD.
LITTLE EASTON. DUNMOW. CM6 2JR .

THE COMMON SEAL of the Company)
was affixed in the presence of:-)



R. J. Hutchinson
Authorised Signatory



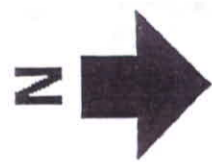
Proposed low voltage overhead line

Proposed pole mounted transformer

Proposed underground cable

Proposed underground cable

This is the
by the
for
R. J. Williams



R. J. Williams
45 Station

EASTERN NETWORK
ELECTRICITY COLCHESTER OFFICE
Tel: 01206 756354

TITLE **LITTLE EASTON - MANOR ROAD
PROPOSED REINFORCEMENT TO
LOW VOLTAGE NETWORK**

PROJECT No.: 631979 SCALE: 1:2500

- H.V. Overhead Existing
- H.V. Underground Proposed
- L.V. Overhead Existing
- L.V. Underground Proposed
- Prop. H.V. and L.V. Overhead combined Existing
- Dismantle Proposed
- B.T. wires Existing

O.S. REF. TL 6023/4

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DATE 9/4/96 DRAWN BY RFM

DRAWING NO. NW/631979W Issue B.