



**DATE:** 20[ ]

---

**DEED OF EASEMENT – UNDERGROUND CABLES  
RELATING TO**

---

Between

[ ]  
and

**SOUTHERN ELECTRIC POWER DISTRIBUTION PLC**

**(SSE REF:)**

---

Legal Services  
No.1 Forbury Place  
43 Forbury Road  
Reading  
RG1 3JH

**TABLE OF CONTENTS**

1. DEFINITIONS AND INTERPRETATION .....1

2. GRANT ..... 1

3. GRANTEE’S COVENANTS .....1

4. GRANTOR’S COVENANTS ..... 1

5. NOTICES .....2

6. REGISTRATION .....2

7. DISPUTE RESOLUTION .....2

8. *[RELOCATION]* ..... **Error! Bookmark not defined.**

SCHEDULE 1 THE RIGHTS .....3

SCHEDULE 2 GRANTEE’S COVENANTS .....4

SCHEDULE 3 GRANTOR’S COVENANTS .....5



**5. NOTICES**

Any notices to be served under this Deed shall be validly served if served in accordance with Section 196 of the Law of Property Act 1925.

**6. REGISTRATION**

The Grantee shall as soon as reasonably practicable register this Deed at the Land Registry.

**7. DISPUTE RESOLUTION**

7.1 Any dispute arising under this Deed shall be determined by a single expert, whose appointment is to be agreed upon between the Grantor and Grantee or failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Royal Institution of Chartered Surveyors.

7.2 The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the Grantor and the Grantee in such proportions as the expert shall direct.

**Executed as a deed and delivered on the date set out at the head of this Deed.**

## **SCHEDULE 1**

### **THE RIGHTS**

1. The right (for all proper purposes connected with the exercise of the Rights, with or without vehicles plant and equipment, at all reasonable times and at any time in cases of emergency) to enter onto the Grantor's Land and to pass and re-pass between the public highway and all parts of the Easement Strip over the roads, footpaths and other areas providing access to the Easement Strip and to park a vehicle thereon.
2. The right to lay, relay, construct, use, inspect, maintain, repair, protect, replace, renew, supplement, connect into, remove or render unusable the Cables and to break up so much of the surface of the Grantor's Land as is reasonably necessary from time to time for the purpose of exercising this right.
3. The right to fell, lop or cut in a proper manner all trees and shrubs standing on the Grantor's Land which may, if not felled lopped or cut, obstruct or interfere with the construction, maintenance or safe and efficient operation of the Cables.
4. The right of shelter, protection and vertical and lateral support for the benefit of the Cables from the Grantor's Land.

## **SCHEDULE 2**

### **GRANTEE'S COVENANTS**

1. When exercising the Rights, the Grantee shall take reasonable precautions to avoid undue obstruction to or interference with the user of the Grantor's Land.
2. Whenever necessary following exercise of the Rights, the Grantee shall make good any physical damage it causes to the Grantor's Land to the reasonable satisfaction of the Grantor.
3. So far as is reasonably practicable and for so long as the Cables are used for or in connection with the transmission or distribution of electricity, the Grantee shall keep the Cables in good repair, and upon abandonment of the whole or any part of the Cables the Grantee shall render them permanently safe.
4. The Grantee shall indemnify the Grantor in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the Grantee's covenants in this Schedule 2.

### **SCHEDULE 3**

#### **GRANTOR'S COVENANTS**

1. The Grantor shall not make any alteration to the Easement Strip, nor plant any tree or shrub or erect any structure on or over the Easement Strip, other than with the prior written consent (not to be unreasonably withheld) and under the supervision of the Grantee.
2. The Grantor shall not do anything that may or may be likely to cause damage to the Cables and it shall take all reasonable precautions to prevent any damage to the Cables.
3. The Grantor shall not do anything (other than normal agricultural operations) whereby the support of or the cover of soil over the Cables is altered.
4. The Grantor shall not interfere with or obstruct either the operation of or the access to the Cables.
5. The Grantor shall not permit any structure on the Grantor's Land to be within the Easement Strip and shall not permit any tree or shrub to grow so as to be, or come when falling, within the Easement Strip, save in compliance with the Electricity, Safety, Quality and Continuity Regulations 2002.
6. The Grantor shall indemnify the Grantee in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising out of or in connection with the matters referred to in the title registers of the Grantor's Land so far as they relate to the Easement Strip and/or the exercise of the Rights.

[Executed as a deed by )  
[ENGLISH COMPANY LIMITED] ) .....  
on being signed by: ) Director  
..... )  
and .....] ) .....  
Director/Secretary

[Signed as a deed by  
[NAME SURNAME]  
in the presence of:]

Name of witness: .....  
Signature: .....  
Address: .....  
Occupation: .....

[Signed as a deed on behalf of  
[FOREIGN COMPANY NAME]  
A company incorporated in [ territory ],  
by [ full name(s) of person(s) signing ]  
being [a] person[s] who, in accordance with  
the laws of that territory, [is][are] acting under  
the authority of the company]

The common seal of )  
**SOUTHERN ELECTRIC POWER** )  
**DISTRIBUTION PLC** )  
was affixed to this deed )  
in the presence of: )

.....

Duly authorised by a resolution of the Board  
of Directors of the Grantee pursuant to the  
Grantee's Articles of Association