

DATE:

LIFT SHIFT CABLES - DEED OF SERVITUDE

SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC

Legal Services
SSE plc
Inveralmond House
200 Dunkeld Road
Perth
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FAS 8428

LIFT & SHIFT PROVISIONS CABLES DEED OF SERVITUDE

[To be inserted as Clause 8 in the “Deed of Servitude Cables” or “Deed of Servitude Cables and Lines” document where required]

1. RELOCATION

- 1.1 In this clause the expression **Alternative Route(s)** means such cable route(s) within the Burdened Property as shall be approved by the Benefited Owner (such approval not to be unreasonably withheld) and approved by any relevant authority.
- 1.2 If at any time the Burdened Owner intends to develop any part of the Burdened Property in a way which requires the diversion or relocation of the Cables, the following provisions of this clause shall apply.
- 1.3 The Burdened Owner shall give to the Benefited Owner not less than twelve months' notice in writing of its intention to implement the procedure set out in this clause.
- 1.4 On or before expiry of the notice, the Burdened Owner shall grant rights in respect of the Alternative Route(s) and Cables to the Benefited Owner subject to the following conditions:
 - 1.4.1 the rights shall be granted with absolute warrandice and for nil consideration;
 - 1.4.2 the grant shall contain like provisions and obligations as a this Deed.
- 1.5 Subject to all necessary labour and materials being available but as soon as practicable after the grant of rights in respect of the Alternative Route(s) the Benefited Owner shall:
 - 1.5.1 complete the laying, construction and installation of Cables and ancillary apparatus along the Alternative Route(s);
 - 1.5.2 decommission the existing Cables; and
 - 1.5.3 once done, so far as necessary, offer to surrender the rights granted under this Deed to the Burdened Owner.
- 1.6 The Burdened Owner shall pay to the Benefited Owner within fourteen days of demand all internal and external costs charges and expenses incurred or anticipated by the Benefited Owner in connection with:
 - 1.6.1 the Benefited Owner's obligations in clause 1.5.1 and 1.5.2;
 - 1.6.2 the preparation and completion of all documentation required in respect of the grant of the rights in respect of the Alternative Route(s) and the discharge so far as is necessary, of the rights granted under this Deed including land and buildings transaction tax, fees of the Land Register of Scotland, surveyors' and legal fees, VAT and disbursements.