

Subject to Contract

UTILITY INFRASTRUCTURE PROVIDER (UIP) ENQUIRY PACK.

LEGAL FRAMEWORK DOCUMENT.

Version 3.0

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The Legal Framework

Part I: Guidance for Utility Infrastructure Provider (UIP) Lay Organisations - Legal Issues

1. Introduction

The purpose of this note is to indicate to persons and organisations proposing to lay gas pipes and infrastructure for connection to National Grid's system certain of the legal constraints and obligations which may apply to these operations.

This note is illustrative only and is provided for information purposes only. It should not be taken as an exhaustive summary of all legislation applying to the laying of gas pipes and infrastructure and does not constitute legal advice. This note is not intended to replace the need for full independent legal advice, which should be taken on these and other associated issues. Professional legal advice should be obtained before taking or refraining from any action as a result of the contents of this note.

National Grid Gas plc will not be liable for any errors or omissions in this note, nor will National Grid Gas plc be liable to any party for any loss or damage suffered by that party as a result of such party relying on the contents of this note.

2. The Right to Lay Pipes in Private Land

A separate information pack (attached) deals with obtaining rights to lay and maintain pipes on private land. Legal rights (known as easements in England and Wales and servitudes in Scotland) must be obtained in accordance with the procedures outlined and there is no general right to enter onto private land without permission to lay or maintain gas apparatus where easements or servitudes are required. National Grid will not commence connection works until satisfactory completed Deeds are produced.

3. Laying Pipes in the Public Highway

Special provisions relate to obtaining rights to lay and maintain gas apparatus in the public highway. There is no general power for a UIP Lay organisation to carry out such work, unless the operator is a licensed gas transporter, in which case the rights are vested in the gas transporter by virtue of Schedule 4 to the Gas Act 1986 (as amended). Otherwise, a licence must be obtained in each case from the relevant street authority (in Scotland: Road Works Authority). This is the local highway authority in England (Roads Authority in Scotland) unless the street/road is privately owned in which case separate arrangements will apply.

Licenses are obtained in England and Wales under Section 50 of the New Roads and Street Works Act 1991 (Section 109 of the same Act in Scotland). The authority may impose conditions on the grant of such a licence or permission. It is a criminal offence under NRSWA to place or maintain apparatus in a street without consent of the street authority. NRSWA contains detailed provisions relating to the giving of notice to the street authority and as to the execution of the work and reinstatement of the street.

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It is the responsibility of the UIP Lay organisation to comply with all of the conditions associated with the licence or permission obtained from the authority, in particular conditions relating to signing, guarding and lighting of the works and reinstatement. National Grid will not provide any indemnities to the authority in respect of work carried out in the street/road by UIP Lay organisations and will not accept any liability to third parties in respect of any defects in such work.

4. Planning Permission

The laying of gas pipes and associated apparatus is development requiring planning permission under Town & Country Planning legislation. If the operator is a licensed gas transporter, certain provisions exempt the construction of gas infrastructure as "permitted development." These exemptions do not apply to organisations who are not licensed as gas transporters. Therefore, it would be appropriate for planning permission to be obtained from the local planning authority for each individual project. Some planning authorities may however take the view that permission is not required, but it is suggested that it would be advisable to have this statement recorded in writing before any reliance is placed upon it. If development is carried out without planning permission, it is open to the local planning authority to take enforcement action, the final outcome of which could either be a requirement that the apparatus be removed or a fine being imposed upon the undertaker of the works. The planning authority also has the power to serve a "Stop Notice" requiring unauthorised work to cease.

5. Pipelines Act 1962

This Act (which applies in England, Wales and Scotland) imposes certain notification and authorisation requirements in respect of the construction of pipelines. In the context of the Act, "pipeline" includes any pipe or system of the pipes (together with associated apparatus) for the conveyance of (amongst other things) gas. Under the Act, there are two types of pipeline - cross country pipelines (which are pipelines exceeding 16.093 km in length) and local pipelines (which are any other type of pipeline). Under Section 1 of the Act, cross-country pipelines require specific construction authorisations from the DTI.

If works are carried out for the construction of a pipeline without the requirements of the Act having been met, a criminal offence is committed and furthermore the appropriate Minister may take action under the Act to require the works to be removed.

Under the provisions of the Act, a person proposing to construct a pipeline may apply to the Minister for compulsory purchase powers, which would then be subject to special parliamentary procedure. The 1962 Act also gives the operator the power to place pipelines in a street, but only with the consent of the appropriate street authority. These provisions are therefore parallel to those in NRSWA 1991 relating to street works licences.

6. Construction (Design and Management) Regulations 1994

These Regulations will apply to the construction of UIP Lay pipelines and connections. The Regulations place specific obligations upon the "client" and "designer" as defined in the Regulations. National Grid is neither the client nor the designer and considers that it is likely that the end user/consumer will be the client for the purposes of the Regulations and

the UIP Lay operator will be the designer. For further details, reference should be made to HSE publications relating to construction activities.

7. Pipelines Safety Regulations 1996

These Regulations apply to any gas pipes laid by a UIP Lay organisation. Before connecting to its system or taking ownership, National Grid will require verification that the UIP Lay pipe complies with all aspects of the Regulations with which the UIP Lay organisation must comply, in particular as regards:

- design (Reg.. 5)
- provision of safety systems (Reg.. 6)
- access for examination and maintenance (Reg.. 7)
- suitability of materials (Reg.. 8)
- soundness of construction and fitness for purpose (Regs 9 & 10)
- safe operating limits (Reg.. 11).

In addition, where the pipe is to operate above 8 bar absolute, National Grid will require verification that the UIP Lay organisation has notified the HSE of the construction of the pipe as a major accident hazard pipeline in accordance with Reg. 20. In relation to such a pipeline, if the UIP Lay organisation is to act as the operator of the pipeline, for any length of time, then they must notify the HSE under Reg. 21 of the intention to convey gas in the pipeline. If National Grid then takes ownership of the pipeline, National Grid will notify the HSE of a change of operator under Reg. 22. If National Grid agree to take ownership before the pipeline conveys gas, then National Grid, as the operator of the pipeline will notify the HSE of the intention to convey gas, under Reg. 21. It should be noted that the timescale must be such to allow National Grid to give the 14 days notice to the HSE required under Reg. 21.

8. Pressure Systems Safety Regulations 2000

These Regulations apply to pipeline systems installed by UIP Lay organisations, unless the pressure in the pipeline does not exceed 2 barg, in which case there is a general exemption, the terms of which are set out in para.5 of Part 1 of Schedule 2 to the Regulations. Before connecting to its network, National Grid will require confirmation that the UIP Lay pipe complies with the Regulations, particularly:

- design, construction, repair and modification (Reg.. 4)
- installation (Reg.. 6)
- safe operating limits (Reg.. 7)
- written scheme of examination (Reg.. 8)
- examination in accordance with the written scheme (Reg.. 9)
- operation (Reg.. 11)
- maintenance (Reg.. 12)
- modification and repair (Reg.. 13)
- keeping of records (Reg.. 14).

[The Health and Safety Executive publish an Approved Code of Practice on the Safety of Pressure Systems (ISBN 0 7176 1767 X) which should be consulted.

THE LEGAL FRAMEWORK

Part II: National Grid Guidance Note for Pipelines and Service Easements (including leases for minor ancillary apparatus)

INTRODUCTION

Standard Forms of Easement

These draft documents represent the standard form of each type of document as currently used by National Grid Gas plc for the acquisition of easements and servitudes (for gas service pipes and gas mains) and leases of small areas of land for ancillary operational equipment. They have been prepared by National Grid Legal for the assistance of National Grid staff and other parties involved in the negotiation and acquisition of such rights.

Agricultural Land

The standard forms are both familiar to and commonly accepted by landowners and their agents. Those involving the crossing of agricultural land have also been the subject of consultation with the principal farming organisations in the UK.

National Grid does not warrant that other parties will be able to secure identical terms in their own negotiations with land owners and occupiers as that must be a matter of individual negotiation. Such parties should appoint suitably qualified and experienced solicitors and land agents to act on their behalf in the negotiation and acquisition of easements, servitudes and land required for operational equipment.

Undertakings to Owners and Occupiers

Attention is drawn to the undertakings at Section 2 of this document which comprise working methods agreed by National Grid with the principal UK farming organisations for the construction of gas pipelines by National Grid across agricultural land. When such pipelines are to be constructed by parties other than National Grid and with the intention that National Grid should take ownership and possession of them it is a standard condition of the Authorisation that they must be constructed in accordance with those undertakings. National Grid regard compliance with the undertakings as an essential part of establishing that a pipeline across agricultural land has been constructed "Fit for Purpose" and in accordance with the Authorisation Conditions.

Scheme of Rights and Liabilities

The draft documents set out the scheme of rights and liabilities, which will be acceptable to National Grid if it is to take ownership of pipes, mains and ancillary equipment. Amendments to and changes of these standard forms will not be acceptable to National Grid in so far as they affect or modify the scheme of rights and liabilities of National Grid. Any additions to or changes from the standard forms will require the approval of National Grid legal.

Easement Widths

Section 3 of this document gives details of standard easement widths for standard categories of pipe.

The Legal Jurisdictions

Differences between the legal systems of England and Wales of the one part and Scotland of the other necessitate some differences in the documentation. Such differences are of form only and the scheme of rights and liabilities is intended (so far as is possible) to be identical.

Part A of this document deals with Easements and Leases in England and Wales.

Part B deals with Servitudes and Leases in Scotland.

Each document has a brief introduction describing its area of use.

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PART A. ENGLAND AND WALES

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ENGLAND AND WALES

SECTION 1

1. SERVICES

1(b). Form of Consent - Low Pressure Service (Non National Grid Lay)
(Version CL 1b 17.09.2002)

1. Introduction

This form of consent may be used for a low pressure PE service of up to and including 63 mm diameter where:

- ◆ The pipe is laid by a third party and
- ◆ The service pipe crosses only public highway and the consumer's property; or
- ◆ The service pipe also crosses an intervening ownership/s.

The Form of Consent anticipates that the signatory will enter into a formal grant of easement but National Grid would not normally require the Consumer or the intervening owner/s to do so. The grant of easement referred to in the form of consent is the grant for mains crossing land other than graded agricultural land (excluding Highways) at 3a. The specimen form of easement should be attached to the form of consent before the latter is signed by the consumer or intervening owner.

Variations are not permissible except with the express consent in writing of National Grid Legal.

2.

1(b). Form of Consent - Service Pipe (Non National Grid Lay) (Version CL 1b 17.09.2002)

I (insert name) of (insert address)

give permission for the laying by (insert name and address of the third party laying pipe) of a diameter pipe/s (insert pipe sizes) through land in my ownership, in the approximate position shown by red lines on the attached plan number (insert number) dated (insert date) for the purpose of providing a supply of gas to the premises at; (insert supply address). I understand that such pipe will on connection be transferred to National Grid Gas plc and operated as part of the gas transportation system.

I agree that future access shall be granted to National Grid Gas plc for the purpose of carrying out any inspection, maintenance, repair or renewal of the said pipes.

I also agree (if so required by National Grid Gas plc) to enter into a grant of easement in the form attached which will contain reasonable provisions to protect the pipe.

Signed:

Dated:

ENGLAND AND WALES

2. MAINS CROSSING AGRICULTURAL LAND

**2b. Tripartite Grant for a main crossing graded agricultural land
(Non National Grid Lay)(Version CL 2b17.09.2002)**

1. Introduction

This is the tripartite form of deed of grant which must be used by third parties laying pipelines (intended to be transferred to National Grid Gas plc) across graded agricultural land in England and Wales.

Variations are not permissible except with the express consent in writing of National Grid Legal.

In the circumstances of a particular case National Grid may require additional or amended provisions.

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- 2.1 for all purposes of this Deed the terms defined in Clause 1 and Clause 2 have the meaning specified
- 2.2 words importing one gender include all other genders and words importing the singular include all plural and vice versa
- 2.3 where the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons
- 2.4 any reference to specific statute include any statutory extension or modification amendments or re-enactment of such statute and any regulations or orders made under such statute and any general reference to “statute” or “statutes” include any regulations or orders made under such statute or statutes
- 2.5 the headings do not form part of this Deed and shall not be taken into account in its construction
- 2.6 “the Grantor” shall unless otherwise required by the context include for the purposes of the provisions of the Environmental Provisions
“the Covenantor” and “National Grid ” herein (a) prior owners of the legal title to the said land within the fifteen year period prior to the date hereof or from and including the last transfer of the legal title whichever is the shorter period and (b) their respective employees servants agents invitees contractors and sub-contractors **AND** in any case references to party or parties or either party shall include either or both the Grantor the Covenantor or National Grid as the case may be
- 2.7 “the Plan” means Plan Number [] annexed hereto
- 2.8 “the said land” means the land of the Grantor referred to in Clause 1.5 hereto
- 2.9 “the strip of land” means [a] [the] strip[s] of land [metres] [feet] in width coloured pink for identification purposes only on the Plan

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- 2.10 “the said works” means the Pipeline and all necessary ancillary apparatus
- 2.11 “the Letter of Undertaking” means the Undertaking in Respect of Pipeline Works issued by National Grid from time to time being the standard practice for the care and maintenance of pipelines in agricultural land
- 2.12 “the National Grid Scheme” means the Alternative Dispute Resolution or mediation procedure as recommended to the parties by either the Centre for Dispute Resolution or the R.I.C.S. Dispute Resolution Service or such other procedure as is agreed and adopted by the parties from time to time
- 2.13 “the Claims Procedure” means the procedure for dealing with claims for reinstatement and compensation:
- (i) Within 28 days of the date of the submission of any claim by the Grantor National Grid or the Covenantor as appropriate shall either:-
 - “Claim Notice” (a) send a notice in writing to the Grantor confirming that the Grantors claim is accepted and setting out the reinstatement and the timescale for such reinstatement or
 - “Claim Refusal Notice” (b) send a notice in writing to the Grantor refusing to accept the Grantors claim and setting out the National Grid or the Covenantors (as the case may be) proposals in respect of the claim
 - (ii) If the Grantor accepts the National Grid or the Covenantors (as the case may be) proposals for reinstatement or compensation contained in the notice he shall notify National Grid or the

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Covenantor as appropriate accordingly within 14 days of receipt of the notice

- (iii) If the Grantor does not accept the National Grid or the Covenantors (as the case may be) proposals for reinstatement or compensation contained in the notice he shall notify National Grid or the Covenantor as appropriate accordingly within 14 days, and either party may then refer the matter to an independent expert for determination
- (iv) National Grid or the Covenantor as appropriate shall pay the compensation referred to in the Claim Notice or the Claim Refusal Notice (if any) within 28 days of receipt of the Grantors reply to the National Grid or Covenantor proposals
- (v) Any compensation determined by the expert to be payable in addition to that paid under (iv) above shall be paid within 28 days of the experts decision plus Interest as awarded

2.14

"Hazardous Material" shall mean any substance (including but not limited to "controlled waste" within the meaning of Section 75 of the Environmental Protection Act 1990 (EPA)) but excluding for the purposes of Clause 11.3 [and 11.4] any substance caused to be present by normal agricultural operations or acts of good husbandry:-

- (a) the presence of which on its own or in combination or reaction with other substances may require work of containment restoration remediation or clean-up to be undertaken under any applicable law whether on or off the said [strip of] land; or
- (b) the presence of which causes or threatens to cause a nuisance whether private or public or a statutory nuisance within the meaning of Section 79 of the EPA; or

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- (c) the presence of which on adjacent properties could constitute a trespass by National Grid ; or
- (d) which in an uncontained form may on its own or in combination or reaction with other substances cause pollution of the environment (the expression "environment" being defined in Section 1(2) of the EPA) or harm to human health or detriment to the amenities of the locality; or
- (e) which is otherwise toxic explosive corrosive radioactive carcinogenic or mutagenic; or
- (f) without limitation which contained poly-chlorinated biphenyls (PCBs) asbestos or urea formaldehyde foam insulation

"Environmental Requirements" mean all applicable present and future authorisations registration duties of care codes of conduct regulations standards notices permits consents approval and licences issued imposed or directed by any relevant body (including but not limited to a United Kingdom Government Department Authority or Inspectorate a Local Authority the Environment Agency or the Health and Safety Executive or Commission) relating to:-

- (i) the use of the said land
- (ii) the processes of manufacture treatment storage disposal and release of Hazardous Material on under above in or about the said land
- (iii) the use transfer disposal and deposit of Hazardous Material
- (iv) the transportation of Hazardous Material to from or across the said land
- (v) the health and safety of employees and visitors and contractors and other persons at or in the vicinity of the said land
- (vi) otherwise relating to the protection of the environment and/or the protection of human health

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and all requirements pertaining to reporting notification and disclosure of information to employees to the public and to any relevant body aforesaid concerning any matter referred to above

“Grantor Contamination” shall mean any Hazardous Material present in on or under the said land at the date of this Deed to the extent that on or before the date of this Deed the Grantor knew of its presence and failed to disclose its presence to National Grid or the Covenantor as appropriate in response to a written request for such disclosure made by National Grid or the Covenantor as appropriate to the Grantor and referring to this Clause 2.14 and Clause 11.2 **PROVIDED THAT**

- (1) the Grantor shall be deemed for these purposes to know of the presence of any Hazardous Material if (but only if) either (a) in fact the Grantor knows of such presence, or (b) the Grantor holds an environmental report or site investigation report revealing such presence or (c) reasonable enquiries of the Grantor’s employees at the date of this Deed would have revealed such presence; and
- (2) it shall be irrelevant to the question of whether any Hazardous Material is or is not Grantor Contamination that its presence could (or could not) reasonably be expected to have been revealed by the investigations required to be carried out by National Grid or the Covenantor as appropriate pursuant to Clause 11.1

“Losses” shall mean claims demands damages losses and reasonably incurred costs and expenses

3. RECITALS

3.1 Covenantor’s Desire to Lay Pipeline

The Covenantor desires to lay a pipeline and ancillary apparatus in the said land and to transfer the said pipeline and ancillary apparatus to National Grid (which is a licensed gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995) and is the owner of a gas transmission and distribution network which together with terminals storage facilities and other apparatus comprise the transmission system of National Grid) to the intent that National Grid should thereafter maintain and operate the said pipeline and ancillary apparatus as part of its transmission system.

3.2 Use of Pipeline by Other Persons

Under the provisions of the Gas Act 1986 (as amended by the Gas Act 1995) National Grid is required to transmit gas on behalf of others.

3.3 Agreement to Grant Rights and Easements

The Grantor has agreed to grant to the Covenantor and to National Grid the easements hereinafter mentioned and the Covenantor and National Grid have agreed to enter into the covenants hereinafter contained

4. GRANT OF EASEMENTS

4.1 IN pursuance of the said agreement and in consideration of the consideration now paid by the Covenantor to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of the covenants by the Covenantor and National Grid hereinafter contained the Grantor with [limited] [full] title guarantee (and to the intent that the easements hereby granted shall so far as is appropriate be appurtenant to the undertaking of National Grid and each and every part thereof) **HEREBY GRANTS** unto:

4.1.1 The Covenantor **FULL RIGHTS** to lay construct and use the pipeline for the transmission or storage of gas or other materials ancillary thereto in upon and over the strip of land and to pass over the said strip of land for the purposes of the said works and of any works of the Covenantor contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus **TO HOLD** the same unto the Covenantor until the said works shall have been completed and transferred to National Grid ; and unto

4.1.2 National Grid **THE EASEMENTS** to inspect maintain protect use replace remove or render unusable the said works for the transmission or storage of gas or other materials ancillary thereto (whether such gas or materials are transmitted by National Grid on its own behalf or on behalf of other persons) in upon and over the said strip of land and to pass over the said strip of land for the purposes of any works of National Grid contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus **TO HOLD** the same unto National Grid in fee simple **PROVIDED** that such easements shall not become operative or enforceable against the Grantor until such time as the said works have been completed by the Covenantor and with National Grid 's agreement the ownership thereof has been transferred to National Grid **PROVIDED FURTHER** that if the said works have not been completed and with National Grid 's agreement transferred to National Grid within five years of the date of this Deed of Grant then the easements rights granted hereby to National Grid and the covenants both by and for the benefit of National Grid shall cease and be of no affect as if the same had never been granted or given.

5. COVENANTS BY THE COVENANTOR

For Benefit of Grantor

The Covenantor (to the intent and so as to benefit and protect the said land and every part thereof) (but so that the Covenantor shall not be liable once it shall have fulfilled its obligations as herein set out to the Grantor and parted with all its interests in the said works to National Grid) **HEREBY COVENANTS** with the Grantor:

- 5.1 The Covenantor shall commence and proceed with the construction of the said works with all reasonable expedition and due diligence and complete the said works as soon as reasonably practicable or by such date as is agreed with the Grantor.
- 5.2 In exercising the rights hereby granted the Covenantor shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto
- 5.3 The Covenantor shall so far as is reasonably practicable and with all practicable speed make good all damage or injury to the said land caused by the exercise by Grantor of the rights hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
- 5.4 The Covenantor shall so far as is reasonably practicable and for so long as the said works remain in the possession of and under the control of the Covenantor keep the said works in proper repair and condition.
- 5.5 The Covenantor shall keep the Grantor indemnified against all costs claims demands damages expenses and loss arising from or in the course of excavation construction and laying of the pipeline and any associated works or any performance or failure to comply with the Covenantor obligations in this Deed (whenever arising and except to the extent that such actions claims or demands arise as a result of the default or wrongful act of the Grantor his servants agents or invitees)
- 5.6 The Covenantor shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs or expenses which may arise or be incurred whilst the said works remain in the possession of and under the control of the Covenantor by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor his servants or agents.
- 5.7 The Covenantor shall pay all rates and taxes which may be imposed in respect of the said works or the rights hereby granted to the Covenantor.
- 5.8 If at any time any interference with or disturbance of the functioning of any drain or drainage system in or under his land can be shown by the Grantor to have been caused

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by the laying of any pipeline in the exercise of the rights hereby granted to the Covenantor then the Covenantor shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid.

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 5.5 and 5.6 of this Clause without the prior consent of the Covenantor

- 5.9 The Covenantor will use its best endeavours where reasonably practical to provide the necessary information to the local planning authority and the Grantor concerning the integrity of the pipeline and how best it can be accommodated in any proposed development in connection with the said land referred to in the Local plan.
- 5.10 Not to transfer the benefit of the rights hereby granted to the Covenantor.
- 5.11 The Covenantor in the exercise of the rights hereby granted to the Covenantor and in the performance of its obligations in this Deed shall at all times comply with all applicable laws rules regulations and Environmental Requirements subsisting from time to time including (without limitation and for the avoidance of doubt) by obtaining and retaining in full force and effect and complying with all necessary permits licences approvals consents and authorisations.
- 5.12 The Covenantor shall at all times and from time to time on the occasion of access being required to the said works perform and observe the duties set out in the Letter of Undertaking
- 5.13 The Covenantor shall at all times and from time to time comply with all applicable statute regulation or order made under such statute and any reference to specific statute includes any statutory extension or modification amendment or re-enactment of such statute

For Benefit of National Grid

The Covenantor **HEREBY COVENANTS** with National Grid :

- 5.14 To pay all rates and taxes which may be imposed in respect of the said works or the rights hereby granted to the Covenantor.
- 5.15 That the Covenantor will keep National Grid indemnified for a period of five years from the date of transfer of the said works to National Grid against all actions claims costs expenses and demands (including without prejudice to the generality of the foregoing legal surveyor's and other agents fees reasonably incurred in dealing with such claims and demands) and whether arising before or after the said date of transfer by reason of the act or default of the Covenantor or its servants agents or contractors in connection with the exercise of the rights granted by the Grantor pursuant to Clause 4.1.1 above, the Covenantor's covenants and indemnities in Clause 5.1 to 5.15 and National Grid's or the Covenantors liabilities under Clauses 9 and 11 below.

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PROVIDED that National Grid shall not settle or compromise any such action claim or demand as is referred to in sub-clause 5.15 of this Clause without the prior consent of the Covenantor (such consent not to be unreasonably refused or withheld)

PROVIDED FURTHER that the Covenantor will (in addition to the aforesaid indemnity and if so requested by National Grid) undertake the conduct of such action, claim or demand and dispose thereof on reasonable terms with all reasonable expedition and due diligence and if National Grid so requires in such manner as National Grid may at its option reasonably determine **PROVIDED FURTHER** that the Covenantor will at its own cost and expense provide National Grid with all such information, evidence, plans and drawings relating to its carrying out of the said works as National Grid shall reasonably require to enable National Grid to deal with or dispose of such action claim or demand.

6. COVENANTS BY NATIONAL GRID

NATIONAL GRID HEREBY COVENANTS with the Grantor as follows

PROVIDED THAT

1. the covenants in this Clause 6 are given to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit the said land and each and every part thereof; and
2. the covenants in this Clause 6 are given by National Grid and its successors in title to the Grantor and [its][their] successors in title; but
3. In respect of National Grid and each of its successors in title, once that person shall have parted with all of its interest in the said works by transferring the benefit of this Deed to a licensed operator and shall have complied with Clause 6.9 in respect of such transfer, that person shall not be liable for any breach of the covenants of this Clause 6 save:
 - (i) that such transfer shall not affect that person's liability to any person to whom the direct covenant given pursuant to clause 5.9 in respect of such transfer is not given; and

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- (ii) that such transfer shall not affect that person's liability to any person in respect of any breach of any of the covenants in this Clause 6 to the extent that such breach occurs prior to the effective date of such transfer.

4. these covenants shall not be operative or enforceable against National Grid until such time as the Covenantor shall have completed the said works and with National Grid's agreement transferred ownership thereof to National Grid :

- 6.1 In exercising the easements hereby granted National Grid shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto
- 6.2 National Grid shall so far as is reasonably practicable and with all practicable speed make good all damage or injury to the said land caused by the exercise by National Grid of the easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid in accordance with the Claims Procedure
- 6.3 National Grid shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall be given to the Grantor by National Grid) shall render and make the same permanently safe and until this has been done National Grid shall keep the said works in proper repair and condition
- 6.4 National Grid shall indemnify and keep indemnified the Grantor against all costs claims demands damages expenses and loss arising from or in the course of the exercise by National Grid of the easements hereby granted or any performance or failure to comply with the National Grid obligations in this Deed (whenever arising and except to the extent that such actions claims or demands arise as a result of the default or wrongful act of the Grantor

Subject to Contract

6.5 National Grid shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may whensoever arise or be incurred by virtue of any damage or destruction of the said works or any escape of any gas or other material whatsoever from the said works where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor

6.6 National Grid shall pay all rates and taxes and other impositions which may be imposed in respect of the said works or the easements hereby granted

6.7 If at any time there is any interference with or disturbance of the functioning of any drain or drainage system in or under the said land which can reasonably be shown by the Grantor to have been caused by the exercise of the easements hereby granted then National Grid shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 6.4 and 6.5 of this Clause without the prior consent of National Grid

6.8 National Grid will use its best endeavours where reasonably practical to provide the necessary information to the local planning authority and the Grantor concerning the integrity of the pipeline and how best it can be accommodated in any proposed development in connection with the said land referred to in the Local plan

6.9 National Grid shall not transfer the benefit of this Deed unless the transferee is a gas transporter holding a licence issued under Section 7 of the Gas Act 1986 or owns the pipeline and will operate it through such a person and (in either case) first covenants on behalf of itself and its successors in title directly with the grantor for the time being and his successors in title to comply with the obligations of National Grid in this Deed of Grant

Subject to Contract

- 6.10 National Grid in the exercise of the easements hereby granted and in the performance of its obligations in this Deed shall and the said works shall at all times comply with all applicable laws rules regulations and Environmental Requirements subsisting from time to time, including (without limitation and for the avoidance of doubt) by obtaining and retaining in full force and effect and complying with all necessary permits, licences, approvals, consents and authorisations
- 6.11 National Grid shall comply with all of its obligations in this Deed and the opening paragraph of this Clause 6 shall apply to those obligations as if they were covenants contained in this Clause 6
- 6.12 National Grid shall at all times and from time to time on the occasion of access being required to the said works perform and observe the duties set out in the Letter of Undertaking
- 6.13 National Grid shall at all times and from time to time comply with all applicable statute regulation or order made under such statute and any reference to specific statute includes any statutory extension or modification amendments or re-enactment of such statute

7. COVENANTS BY GRANTOR
THE GRANTOR HEREBY COVENANT[S] with National Grid as follows
PROVIDED THAT

1. the covenants in this Clause 7 are given to the intent and so as to bind the said land and land of the Grantor adjoining thereto referred to in Clause 1.4 above and every part thereof into whosoever hands the same may come and to benefit and protect the easements; and
2. the covenants in this Clause 7 are given by the Grantor and [its][their] successors in title to National Grid ; but
3. subject to the provisions of Clause 16 in respect of the Grantor and each of his [their] successors in title, once that person shall have parted with all of its interest in the said land by transferring the benefit of this Deed that

Subject to Contract

person shall not be liable for any breach of the covenants of this Clause 7 save:

(i) that such transfer shall not affect that person's liability to any person in respect of any breach of any of the covenants in this Clause 7 to the extent that such breach occurs prior to the effective date of such transfer;

- 7.1 The Grantor shall not do or cause or permit to be done on the said land or land of Grantor adjoining thereto referred to in the First Schedule anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury
- 7.2 The Grantor shall not without the prior consent in writing of National Grid make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the strip of land so as to interfere with or obstruct the access thereto or to the said works by National Grid or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works
- 7.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the strip of land
- 7.4 The Grantor shall comply with all of his obligations in this Deed and the opening paragraph of this Clause 7 shall apply to those obligations as if they were covenants contained in this Clause 7

PROVIDED that nothing in this Clause shall apply to the presence entry or escape of Hazardous Materials (liability for which is addressed in Clause 11) nor prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the written consent (which shall not be unreasonably withheld) of National Grid or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid

8. DISPUTE RESOLUTION

8.1 ANY dispute arising under Clauses 6 and 7 hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto as appropriate or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Acts 1996 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and for the avoidance of doubt the costs of the arbitration shall be part of the award of the Arbitrator

8.2 If any dispute or difference arises out of or in connection with this Deed the parties as appropriate will seek to resolve the dispute or difference amicably by using the mediation procedure outlined in the National Grid Scheme before pursuing any other remedies available to them

8.3 If either party as appropriate fails or refuses to agree to participate in the National Grid Scheme or any dispute or difference is not resolved to the satisfaction of both parties either party may by written notice to the other require the dispute or difference to be determined formally in accordance with the principles outlined in Clause 8.1 above or litigation **PROVIDED THAT**

(a) the Covenantor and National Grid will not fail or refuse to participate in the National Grid Scheme for as long as the Grantor co-operates in that procedure and which has not been fully exhausted/concluded on any one application, and

(b) the method of formal determination may be decided by the Grantor in accordance with the National Grid Scheme

(c) at the Grantors option, disputes on restoration matters may be referred at the sole cost and expense of the Covenantor or National Grid as the case may be to an independent expert who shall be appointed by agreement

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between the parties (or in the absence of agreement appointed by the President of the Central Association of Agricultural Valuers) pursuant to the Claims Procedure

9. COMPENSATION IN RESPECT OF RESTRICTIONS ON CERTAIN DEVELOPMENT

9.1 IF at any time

9.1.1 permission is granted under Part III of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force (otherwise than by a development order) for development which consists of or includes building operations which the Grantor is prevented by the covenants of Clause 6 hereof from carrying out or it is shown that but for the said works such permission might reasonably have been expected to be granted and

9.1.2 the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said land consistently with the Grantor's covenants in Clause 7 hereof and

9.1.3 the principal amount of compensation which would have been payable in respect of a compulsory acquisition by National Grid of the easements hereby granted in pursuance of a notice to treat served on the date of notice of the Local Planning Authority's decision if such permission had previously been granted exceeds the sum set out in Clause 1.6 hereof (which is calculated without reference to the prospect of any such operations) then subject to the provisions of this Clause National Grid will pay to the Grantor a sum equal to the excess

9.2 If the Grantor claims to be entitled to a payment under the last foregoing sub-clause hereof he shall give notice in writing to National Grid of such claim and shall furnish all such particulars in relation thereto as National Grid may reasonably require

9.3 There shall be deducted from any sum which would otherwise be payable under this Clause an amount equal to any sum previously so paid in respect of the same land

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- 9.4 Any dispute arising out of the provisions of this Clause shall be referred to a single arbitrator to be agreed upon between the parties in dispute and in default of such agreement to the Lands Tribunal
- 9.5 Any compensation paid by National Grid to the Grantor under the provisions of section 23 of the Land Compensation Act 1961 (as inserted by section 66 of and Schedule 14 to the Planning and Compensation Act 1991) shall be deducted from any further or additional compensation payable by National Grid to the Grantor pursuant to Clauses 9 or 10 of this Deed
- 9.6 National Grid may at its own option in lieu of paying compensation as referred to in Clauses 9.1 to 9.5 hereof by notice in writing to the Grantor elect either to divert or reinforce the said works in accordance with the following provisions of this Clause
- 9.6.1 To carry out at its own costs reinforcement works of protection to the pipeline enabling the development to be carried out; or
- 9.6.2 To divert the said works along a route (insofar as National Grid elect to relay the same) in through under upon or over land of the Grantor which shall be in such position in through under upon or over the land of the Grantor as may be agreed between the Grantor and National Grid or failing agreement as shall be determined by an Arbitrator acting as an expert to be appointed by the President of the Royal Institution of Chartered Surveyors as being the route which having regard to all relevant factors will cause the least possible interference with the use and enjoyment of the Grantor's proposed development and as shall avoid interfering with the said development or any additional development indicated by reference to a plan at the time of the said development for which planning permission will be granted in the future provided that the points of ingress to and egress from the said land shall not (without the consent of National Grid) be varied and
- 9.6.3 The Grantor will enter into a supplemental Grant of Easement with National Grid for an easement to lay the said main or pipe in its diverted position in through under upon or over a strip of land [] wide and the said Grant shall be in similar terms to these presents save that no consideration shall be payable for the said easement other

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than loss of crop or other damage caused to the occupier nor shall the said Grant contain terms equivalent to Clauses 9.1 to 9.6 hereof and National Grid shall pay the Grantors reasonable Surveyors fees and Solicitors costs incurred in such Grant and

- 9.6.4 As soon as practicable following the execution of the said Grant of Easement referred to in the preceding sub clause of this clause National Grid will relay the said works along the diverted route or (if National Grid so elect) lay a new main or pipe and all necessary apparatus ancillary thereto along the said diverted route and at the election of National Grid remove or abandon purge and make safe the original works making good all damage or injury occasioned to the said land in the course thereof or pay compensation for all damage or injury not made good
- 9.7 This covenant shall not be operative or enforceable against National Grid until such time as the Covenantor shall have completed the said works and with National Grid's agreement transferred ownership thereof to National Grid. Prior to the transfer of ownership this covenant shall be operative and enforceable by the Grantor against the Covenantor with such amendments as shall be necessary to give the clause its proper intended effect and claims made thereunder shall be the responsibility and obligation of the Covenantor before as well as after the transfer of ownership.

10. INCORPORATION OF THE MINING CODES

- 10.1 The provisions of Clauses 6 and 7 hereof shall have effect subject to this Clause
- 10.2 Subject to the provisions of this Clause the provisions (in this Clause called "the said provisions") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 78 to 85 of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated herein
- 10.3 The said provisions shall be construed as if references to the Mine Owner were references to the Grantor; references to the Company were references to National Grid; references to any railway or works of the Company were references to the works defined in Clause 3 hereof and references to rail level were references to top of pipeline level
- 10.4 Any arbitration under the said provisions shall be by a single arbitrator to be agreed upon between the parties in dispute and in default of agreement by the Lands Tribunal and Section 85D(3) of the said provisions shall be of no effect and for the avoidance of doubt the costs of the arbitration shall be part of the award of the Arbitrator (or the Lands Tribunal as the case may be)

11. ENVIRONMENTAL PROVISIONS

- 11.1 Before and in the course of the excavations required for the laying and installation of the said works, National Grid shall carry out such investigative and remedial works as are reasonable and appropriate to (1) identify the presence of any Hazardous Materials in on under or affecting the said land; (2) ensure that they (and any Hazardous Materials disclosed to National Grid by the Grantor prior to the date of this Deed) do not adversely affect the said works or the exercise of the easements hereby granted in this deed; and (3) ensure that neither the said works nor the exercise of the easements granted in this Deed will adversely affect any Hazardous Materials referred to in this Clause 11.1 or give rise to Losses on the part of the Grantor in respect thereof. National Grid shall promptly on request from the Grantor provide to [it/them] such information as National Grid has on the steps taken or to be taken in compliance with this Clause 11.1 and on the results of those steps
- 11.2 Subject to the provisions of Clause 7 and this Clause 11 the Grantor shall indemnify and keep indemnified National Grid [on an after tax basis] against all Losses suffered or incurred by National Grid (save to the extent that they are suffered, incurred or increased by any default or neglect on the part of National Grid) as a result of the presence in on or under the said land at the date of this Deed of any Grantor Contamination or as a result of the subsequent presence in or under the said land of any Hazardous Materials which are caused by the Grantor after the date of this Deed to be in on or under the said land
- 11.3 National Grid shall indemnify and keep indemnified the Grantor [on an after tax basis] against all Losses suffered or incurred by the Grantor arising from the presence in on or under or from the entry onto or escape from the said land, of any Hazardous Material where (a) such presence entry or escape are caused wholly or partly by the exercise of the easements granted in this Deed or by the performance of or any non-compliance with the obligations of National Grid in this Deed or (b) even though such presence entry or escape is not so caused Losses suffered or incurred by the Grantor (or Lessee as the case may be) in respect thereof are so caused

PROVIDED THAT

- (1) as between National Grid and the Grantor this indemnity shall not apply to any Grantor Contamination; and
- (3) where the said exercise, performance or non-compliance by National Grid does not cause the said entry presence or escape but causes knowledge of it on

Subject to Contract

the part of the Grantor and it is this knowledge which gives rise to the Losses suffered or incurred by the Grantor then this indemnity shall apply only where the Grantor did not originally cause the said presence, entry or escape; and

- (4) National Grid shall so far as reasonably practicable expeditiously rectify remediate remove treat or render harmless any Hazardous Materials to which this indemnity applies and remediate any damage or other adverse consequence of it

PROVIDED that the indemnifying party and the indemnified party under the provisions of sub-clause 11.2 of this Clause shall in the case of any action claim or demand (a) each consult with the other to avert any such claim or notice or otherwise in the preparation of a defence to such a claim or notice and (b) not compromise any such such action claim or demand without prior consent of the parties

11.4 The aggregate liability of the Grantor to National Grid (whether under its indemnity to National Grid in this Clause 11 or otherwise) arising from the presence entry or escape of Hazardous Materials shall not exceed the sum in Clause 1.6

11.5 Conditions 11.1 to 11.3 shall not be operative or enforceable by or against National Grid until such time as the Covenantor shall have completed the said works and with National Grid's agreement transferred ownership thereof to National Grid

12. INTEREST PAYMENTS

1. Save where otherwise agreed between the parties or stated below the date from which Interest accrues on a payment owing under this deed shall be the date of the loss or due date of payment, whichever is the earlier
2. Interest shall accrue on unpaid sums at a rate equal to statutory rates as the same may vary over time and shall accrue from the date when such payment is due hereunder until such payment is made
3. The payment of Interest by a party pursuant to this clause shall not constitute in any way a waiver of nor in any other way prejudice any other remedies available to the non-defaulting party

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4. The dates from which Interest shall accrue are as follows:
 - (a) as to the principal easement payment, from the date of entry
 - (b) as to claims for crop loss, or other disturbance arising from the deed, 28 days from the agreement as to the amount of the compensation
 - (c) for any other payment, 28 days from when it is due

13. SERVICE OF NOTICES

ALL communications relative to this Deed shall be addressed to the Grantor at the address given above and to National Grid at [.....] and to the Covenantor at [.....] or such other address as may be notified from time to time

14. ACKNOWLEDGEMENT[S] FOR PRODUCTION

THE Grantor hereby acknowledges the right of National Grid to production of the deeds and documents set out in the Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof

OR

14. National Grid with the consent of the Grantor hereby applies for an entry under Section 19(2) of the Land Registration Act 1925 to be made on the register of the said land comprised in the title number set out in the heading to this Deed

15. COVENANTS JOINT AND SEVERAL

WHERE the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons

16. DISPOSITIONS BY THE GRANTOR

THE Grantor or any of his successors in title shall not bring any action on any matter contained herein where the cause of the action arises after the Grantor or such successors in title (as the case may be) have parted with their respective interests in the said land

17. CERTIFICATE OF VALUE

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

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value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000.00).

OR

It is hereby certified that this instrument falls within category “J” in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

IN WITNESS whereof this Deed of Grant has been executed but not delivered until the date first above written

THE SCHEDULE

(Insert here a description of the documents covered by the Acknowledgement for Production in Clause 12)

EXECUTED AS A DEED by the said)
in the presence of:)

THE COMMON SEAL of **National Grid Gas plc** was hereunto)
affixed in the presence of:-)

ENGLAND AND WALES

3. MAINS CROSSING LAND OTHER THAN AGRICULTURAL LAND

3a. Grant for a main crossing land other than graded agricultural land (National Grid Lay)

(excluding Highways)
(Version CL 3a 17.09.2002)

1. Introduction

This form of deed of grant is for use **ONLY** in connection with form of consent **1(b) Low pressure service Non National Grid lay**

2. *3 (a) Grant for a main crossing land other than graded agricultural land (National Grid Lay) Version CL 3a 17.09.2002*

HM LAND REGISTRY

COUNTY:

DISTRICT:

TITLE No.

PROPERTY:

THIS DEED OF GRANT is made the day of Two thousand

BETWEEN (insert name/s) of (insert address/es)

(hereinafter called "the Grantor" which expression where the context so admits shall be deemed to include his/their successors in title and assigns) of the one part and National Grid Gas plc whose registered office is at 1-3 Strand, London WC2N 5EH (hereinafter called "National Grid" which expression where the context so admits shall be deemed to include its successors in title and assigns) of the other part

WHEREAS the Grantor is [seized in unencumbered fee simple in possession][the registered proprietor registered with Absolute Freehold Title under Title Number [insert here]] of the land (hereinafter referred to as "the said land") situate at through which the gas pipe and ancillary apparatus if any hereinafter referred to is to be laid and has/have agreed to grant the easements and rights hereinafter mentioned to National Grid

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the sum of £ now paid by National Grid to the Grantor (the receipt of whereof the Grantor hereby acknowledge(s)) and of National Grid 's covenants hereinafter contained the Grantor with full title guarantee (and to the

Subject to Contract

intent that the rights hereinafter granted shall be for the benefit of National Grid 's adjoining land and premises) hereby grant(s) unto National Grid in fee simple THE EASEMENTS to lay erect construct use (including use for the transmission of gas) maintain clean repair renew inspect remove and replace the gas pipe and ancillary apparatus if any or any part thereof (all as delineated on the plan hereto annexed and hereinafter referred to as "the said works ") in through upon and over the said land in the approximate position indicated by a red line between points A and B on the plan hereto annexed AND ALSO full right and liberty for National Grid and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said land for all or any of the purposes aforesaid TO HOLD the same unto National Grid in fee simple

2. NATIONAL GRID HEREBY COVENANT(S) with the Grantor that National Grid will:

- (a) Pay all rates and taxes which may be imposed in respect of the easements and rights hereby granted;
- (b) Exercise the easements and rights hereby granted in such manner as to do as little damage as possible to the said land;
- (c) Make good to the reasonable satisfaction of the Grantor any damage to the said land all buildings erections and all other property of the Grantor thereon caused by the exercise of the easements and rights hereby granted National Grid may at its option in lieu of making good any such damage compensate the Grantor therefor; and
- d) Keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of National Grid or its servant or agent in connection with the exercise of the easements and rights hereby granted.

3. THE GRANTOR HEREBY COVENANT(S) with National Grid as follows:

- (a) That an adequate working strip along the route of the said works will be afforded to National Grid during the construction of the said works and for the purpose of the maintenance, cleaning, repair, renewal, inspection, removal and replacement of the said works;
- (b) That no tree or large shrub will be planted within an area of metres on either side of the
- (c) Not without the written consent of National Grid to erect or install any building or structure in through upon or over any part of the said land within metre of the centre line of the said works nor to carry on or permit to be carried on any activity which may interfere with the said works or obstruct access thereto or materially increase or reduce the depth of soil above the said works.

4. COVENANTS JOINT AND SEVERAL

WHERE the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons.

[5] THE GRANTOR HEREBY ACKNOWLEDGE(S) the right of National Grid to the production and delivery of copies of the documents specified in the Second Schedule hereto and hereby undertake(s) for the safe custody thereof]

[6] IT IS HEREBY CERTIFIED that the transaction hereby affected 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

IN WITNESS where this Deed of Grant has been executed but not delivered until the day and year first hereinbefore written

[THE SCHEDULE ABOVE REFERRED TO

DATE DOCUMENT PARTIES]

SIGNED as his/her deed by)
the said)
)
in the presence of :)

SIGNED as his/her deed by)
the said)
)
in the presence of :)

THE COMMON SEAL of)
)
)
was hereunto affixed in the)
presence of:)

THE COMMON SEAL of)
National Grid Gas plc)
was hereunto affixed in the)
presence of:)

)

**3b. Tripartite Grant for a main crossing land other than graded agricultural land
(Non National Grid Lay)(Version CL 3b 17.09.2002)**

1. Introduction

This is the tripartite form of deed of grant which must be used by third parties laying pipelines (intended to be transferred to National Grid Gas plc) across land other than agricultural land.

Variations are not permissible except with the express consent in writing of National Grid Legal.

In the circumstances of a particular case National Grid may require additional or amended provisions.

2. *3(b) Tripartite Grant for a main crossing land other than graded agricultural land (Non National Grid Lay)(Ver CL 3b 17.09.2002)*

HM LAND REGISTRY

COUNTY:

DISTRICT:

TITLE No.

PROPERTY:

THIS DEED OF GRANT is made the day of Two thousand

BETWEEN:

(1) (insert name/s) of (insert address/es)

(hereinafter called “the Grantor” which expression where the context so admits shall be deemed to include his/their successors in title and assigns); and

(2) National Grid Gas plc whose registered office is at 1-3 Strand, London WC2N 5EH (hereinafter called “National Grid ” which expression where the context so admits shall be deemed to include its successors in title and assigns); and

(3) (insert name) whose registered office is at (insert address) (hereinafter called “the Covenantor”)

WHEREAS:

The Grantor is/are [seized in unencumbered fee simple in possession][the registered proprietor registered with Absolute Freehold Title under Title Number [insert here]] of the land (hereinafter referred to as “the said land) situate at [insert address] through which the gas pipe and ancillary apparatus (if any) hereinafter referred to is to be laid by the Covenantor (with the intention of transferring the said gas pipe and ancillary apparatus to National Grid) and has/have agreed to grant the easements and rights hereinafter mentioned to the Covenantor and National Grid

NOW THIS DEED WITNESSETH as follows:

1. IN consideration of the sum of £ now paid by the Covenantor to the Grantor (the receipt of whereof the Grantor hereby acknowledge(s)) and of the covenants on the part of the Covenantor and National Grid hereinafter contained the Grantor with full title guarantee (and to the intent that the rights hereinafter granted shall as appropriate be for the benefit of and appurtenant to National Grid ’s gas transportation network hereby grant(s) unto:

(a) the Covenantor **THE FULL RIGHTS** to lay erect construct and use the gas pipe and ancillary apparatus (if any) or any part thereof (all as delineated on the plan hereto annexed) (hereinafter referred to as “the said works in through upon and over

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the said land in the approximate position indicated by a red line between points A and B on the plan hereto annexed and to carry out any reinstatement of the said land consequential thereto AND ALSO full right and liberty for the Covenantor and all persons authorised by it from time to time and at all reasonable times during the said laying erection construction use and reinstatement to enter upon the said land for all or any of the purposes aforesaid and to exercise also the special rights (if any) specified in the First Schedule hereto TO HOLD the same unto the Covenantor in fee simple

- (b) National Grid in fee simple THE EASEMENTS AND RIGHTS to connect, use (including use for the transmission of gas) maintain clean repair renew inspect remove and replace the said works in through upon and over the said land AND ALSO full right and liberty for National Grid and all persons authorised by it from time to time and at all reasonable times hereafter to enter upon the said land for all or any of the purposes aforesaid PROVIDED that such easements and rights shall not become operative and enforceable against the Grantor until such time as the said works have been completed by the Covenantor and with National Grid 's agreement the ownership thereof has been transferred to National Grid PROVIDED FURTHER that if the said works have not been completed and with National Grid 's agreement transferred to National Grid within five years of the date of this deed of grant then the easements rights hereby granted to National Grid and the covenants both by and for the benefit of National Grid shall cease and be of no affect as if the same had never been granted or given TO HOLD the same unto National Grid in fee simple

2. NATIONAL GRID HEREBY COVENANT(S) with the Grantor that National Grid will:-

- (a) Pay all rates and taxes which may be imposed in respect of the easements and rights hereby granted to National Grid ;
- (b) Exercise the said easements and rights hereby granted in such manner as to do as little damage as possible to the said land;
- (c) Make good to the reasonable satisfaction of the Grantor any damage to the said land all buildings erections and all other property of the Grantor thereon caused by the exercise by National Grid of the said easements and rights. National Grid may at its option in lieu of making good any such damage compensate the Grantor therefor;
- (d) Keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of National Grid or its servant or agent in connection with the exercise of the said easements and rights

PROVIDED THAT these covenants shall not be operative or enforceable against National Grid until such time as the Covenantor shall have completed the said works and with National Grid 's agreement transferred ownership thereof to National Grid

3. THE GRANTOR HEREBY COVENANT(S) with National Grid and the Covenantor as follows:

- (a) That an adequate working strip along the route of the said works will be afforded to the Covenantor during the construction of the said works and thereafter to National Grid for the purpose of the maintenance, cleaning, repair, renewal, inspection, removal and replacement of the said works;
- (b) That no tree or large shrub will be planted within an area of metres on either side of the centre line of said works ; and
- (c) Not without the written consent of National Grid to erect or install any building or structure in through upon or over any part of the said land within metre of the centre line of the said works nor to carry on or permit to be carried on any activity which may interfere with the said works or obstruct access thereto or materially increase or reduce the depth of soil above the said works

4. THE COVENANTOR HEREBY COVENANTS with the Grantor and National Grid as follows:

The Grantor and National Grid

- (a) To pay all rates and taxes which may be imposed in respect of the easements and rights hereby granted to the Covenantor;

The Grantor

- (b) To make good to the reasonable satisfaction of the Grantor any damage to the said land, all buildings, erections and all other property of the Grantor thereon caused by the exercise of the easements and rights hereby granted to the Covenantor;
- (c) To exercise the said easements and rights in such manner as to do as little damage as reasonably possible to the said land;
- (d) To keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of the Covenantor or its servant or agent in connection with the exercise of the said easements and rights for a period of five years from the date of this Grant;

National Grid

- (e) To keep National Grid indemnified for a period of five years from the date of transfer of the said works to National Grid against all actions, claims, costs, expenses and demands (including without prejudice to the generality of the foregoing legal surveyor's and other agents fees reasonably incurred in dealing with such claims and demands) and whether arising before or after the said date of transfer by reason of the act or default of the Covenantor or its servants agents or contractors in connection with the exercise of the easements and rights granted by

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the Grantor pursuant to clause 1 (a) above and the Covenantor's covenants and indemnities in this clause 4.

PROVIDED that National Grid shall not settle or compromise any such action, claim, cost, expense and demand without the prior consent of the Covenantor (such consent not to be unreasonably refused or withheld) **PROVIDED FURTHER** that the Covenantor will (in addition to the aforesaid indemnity and if so requested by National Grid) undertake the conduct of such claim or demand and dispose thereof on reasonable terms with all reasonable expedition and due diligence and if National Grid so requires in such manner as National Grid may at its option reasonably determine **PROVIDED FURTHER** that the Covenantor will at its own cost and expense provide National Grid with all such information, evidence, plans and drawings relating to its carrying out of the said works as National Grid shall reasonably require to enable National Grid to deal with or dispose of such action claim or demand.

5. COVENANTS JOINT AND SEVERAL

WHERE the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons.

[6] **THE GRANTOR HEREBY ACKNOWLEDGE(S)** the right of National Grid to the production and delivery of copies of the documents specified in the Second Schedule hereto and hereby undertake(s) for the safe custody thereof].

[7] **IT IS HEREBY CERTIFIED** that the transaction hereby affected 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

IN WITNESS whereof this Deed of Grant has been executed but not delivered the day and year first hereinbefore written

THE [FIRST] SCHEDULE ABOVE REFERRED TO

SPECIAL RIGHTS OF THE COVENANTOR

[THE SECOND SCHEDULE ABOVE REFERRED TO]

DATE DOCUMENT PARTIES]

Subject to Contract

SIGNED as his/her deed by)
the said)
)
in the presence of :)

THE COMMON SEAL of)
)
)
was hereunto affixed in the)
presence of:)

THE COMMON SEAL of)
National Grid Gas plc)
was hereunto affixed in the)
presence of:)

)

ENGLAND AND WALES

**4. LEASE FOR SITES FOR ABOVE GROUND OR MINOR ANCILLARY
APPARATUS**

(e.g. above ground governors or telemetry equipment)

(Version CL 4a17.09 2002)

1. Introduction

National Grid's preference is that sites required for above ground equipment such as governors should be on a freehold basis and transferable. If a freehold interest cannot be agreed this form of lease would normally be acceptable to National Grid for small installations such as governor sites and telemetry equipment.

The lease must be procured at a premium for a term of at least 60 (sixty) years and not involve the payment of rent other than a peppercorn.

2. 4a. Lease for Minor Ancillary Apparatus

Ver CL 4a 17.09.2002

THIS LEASE made the day of two thousand and **BETWEEN**

(hereinafter called “the Lessor”) of the one part and **National Grid Gas plc** whose registered office is at 1-3 Strand, London WC2N 5EH (hereinafter called “the Lessee”) of the other part

WITNESSETH as follows:-

1. **IN** consideration of the sum of £..... paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rent of One Peppercorn per annum payable on the first day of in each year (if demanded) and of the Lessee’s covenants hereinafter reserved and contained the Lessor hereby demises to the Lessee **ALL THAT** the land more particularly described in the Schedule hereto (hereinafter called “the demised land”) **TOGETHER WITH** full right and liberty for the Lessee and all persons authorised by it to go pass and re-pass at all times and for all purposes over and along the neighbouring land of the Lessor by the most direct and convenient route as shown coloured on the plan annexed hereto from the public highway for the purposes of access to and egress from the demised land with or without vehicles plant and equipment **TOGETHER ALSO** with full right and liberty for the Lessee to lay use maintain clean repair renew inspect remove and replace gas mains and ancillary equipment through which under the provisions of the Gas Act 1986 (as amended by the Gas Act 1995) the Lessee may be directed to transmit gas on its own behalf or on behalf of other persons (hereinafter called “the gas mains”) where necessary underground within the demised land and in the approximate positions shown on the plan by lines and to break up the surface thereof as far as may be necessary from time to time doing as little damage as possible and restoring the surface to the satisfaction of the Lessor or its servants or agents as soon as may be **TO HOLD** the

Subject to Contract

same unto the Lessee from the day of Thousand and from the term of sixty years.

2. THE Lessee hereby covenants with the Lessor as follows:

- 2.1. To pay all rates taxes charges duties burdens assessments outgoings and impositions whatsoever whether parliamentary parochial local or otherwise which now are or shall at any time be charged rated assessed or imposed upon or in respect of the demised land or any part thereof or the Lessor or Lessee in respect thereof respectively
- 2.2. To use the demised land and any building erected or to be erected thereon for a gas governor control mechanism and for no other purpose whatsoever and to comply at all times with all requirements in respect thereof made by statute local bye-law or otherwise
- 2.3. During the said term well and substantially to repair any building or erection upon the demised land
- 2.4. At the end or sooner determination of the said term peaceably to surrender up to the Lessor the demised and reinstated to the reasonable satisfaction of the Lessor
- 2.5. To indemnify the Lessor against all proceedings costs and expenses incurred by reason of the fact that any building to be erected upon the demised land or any works erected or operated thereon or anything done by the Lessee upon the demised land or any of the property of the Lessor caused by the exercise of the rights hereby granted shall be or become a nuisance or otherwise cause damage to third persons
- 2.6. Not to assign underlet or part with the possession of the demised land or any part thereof

3. THE Lessor hereby covenants with the Lessee as follows:

- 3.1. That the Lessee observing and performing the covenants and agreements hereinbefore contained shall and may peacefully hold and enjoy the demised land for the term hereby granted without any lawful disturbance or interruption by the Lessor or any person claiming under or in trust for it

Subject to Contract

- 3.2. That an adequate working strip along the route of the gas mains will be afforded to the Lessee during the laying of the gas mains **PROVIDED** that any damage caused by the Lessee thereto shall forthwith be made good by the Lessee to the satisfaction of the Lessor or its servants or agents
- 3.3. That no material alteration shall at any time be made to any part of the demised upon which building is erected and the land through which the gas mains are laid being a part nearer than 3 metres measured in any direction from the lines drawn on the said plan annexed hereto (which said land is hereinafter called “the service area of the gas mains”) and that no building wall or other structure erection or work of any kind whether permanent or temporary shall be constructed erected placed or permitted upon or over the service area of the gas mains or any part or parts thereof without the consent in writing of the Lessee
- 3.4. That no tree or large shrub will be planted within the service area of the gas mains
4. **PROVIDED ALWAYS** and it is hereby declared and agreed that:
- 4.1. If there shall be a breach or non-observance of any of the covenants herein contained and on the part of the Lessee to be observed and performed then in such case the Lessor may enter upon the demised land and repossess and enjoy the same as of its former estate and thereupon the term hereby granted shall cease and determine but without prejudice to the rights and remedies of the Lessor under any of the covenants provisos and agreements herein contained
- 4.2. The Lessee may at any time during the term hereby granted remove and take away from the demised land any building and all the fixtures and fittings (including gas equipment) which may at any time be erected or placed upon or about the demised land **PROVIDED** that upon such removal or taking away the Lessee shall make good and fill in any trench pit or excavation caused by the removal or taking up to the satisfaction of the Lessor or its servants or agents
5. **WHERE** the context so requires or admits the expression Lessor wherever used in this Lease shall include the persons for the time being entitled to the reversion expectant upon the term hereby granted and the expression Lessee shall include the successors in title of the Lessee

Subject to Contract

ENGLAND AND WALES

SECTION 2

UNDERTAKINGS FOR PIPELINES CROSSING AGRICULTURAL LAND

Letter of Undertaking in Respect of Pipeline Works

ENGLAND AND WALES

**Letter of Undertaking in
Respect of Pipeline Works**

National Grid Gas plc

REVISION OCTOBER 2000

(Diameter and Termini of Pipeline)

.....PIPELINE

INTRODUCTORY NOTE

BG plc came into being as part of the implementation of the Gas Act 1986. This Act transferred the assets and liabilities of the British Gas Corporation to British Gas plc and subsequent thereto with changes of name to BG plc (effective 17 February 1997) to BG Transco plc (effective 13 December 1999) to Transco plc (effective 23rd October 2000 and now to National Grid Gas plc (“National Grid”) (effective 10th October 2005) National Grid is now licensed to be a gas transporter with the statutory duties and powers set out in the Act as amended by the Gas Act 1995.

The transfer of assets to National Grid meant that National Grid became owner of and responsible for the entire pipeline system that had been created over many years including the pipelines laid by the BG plc and its predecessors in agricultural land in accordance with agreements with the National Farmers Union, the Country Landowners Association, the National Farmers Union of Scotland and the Scottish Landowners' Federation under the authority of the Gas Acts of 1948, 1972, 1986 and 1995.

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The statutory duties and powers placed upon National Grid which is authorised to be a gas transporter are pursuant to a licence granted under Section 7A(1) of the Gas Act 1986.

National Grid has the general duty as a gas transporter in respect of each of its authorised areas under (Section 9(1) of the Gas Act 1986) as amended by Schedule 3 Section 3 of the Gas Act 1995:

- a. to develop and maintain an efficient and economical pipe-line system for the conveyance of gas; and
- b. subject to paragraph (a) above, to comply, so far as it is economical to do so, with any reasonable request to connect to that system, and convey gas by means of that system to, any premises

National Grid has the duty under Section 10(1) of the Gas Act 1986 as amended by Schedule 3 Section 4 of the Gas Act 1995 to connect certain premises in an authorised area of a gas transporter which

- (a) are situated within 23 metres from a relevant main of the transporter; or
- (b) could be connected to any such main by a pipe supplied and laid, or proposed to be supplied and laid, by the owner or occupier of premises.

As a gas transporter, National Grid has powers to acquire land by agreement or may be authorised by the Secretary of State, to purchase compulsorily any land including rights over land (the Gas Act 1986) Section 9 (3) and Schedule 3.

Following the Gas Act 1986 as amended by the Gas Act 1995, National Grid enters into this Agreement as a gas transporter. The background context is the same as in all the previous editions of this Agreement.

UNDERTAKING

National Grid Gas plc ("National Grid ") will ensure that in the execution of the works or any subsequent works the following undertakings relating to farming and allied matters are strictly observed.

1. The works shall throughout be executed under the supervision of an Engineer acting on behalf of National Grid who will make available a reasonable number of suitable persons to undertake agricultural liaison and to maintain contact with the owners and occupiers along the route of the Pipeline. The owner and occupiers will be informed of the name address and telephone number of the person to whom queries may be addressed. National Grid will accept responsibility for the actions of its Contractors and of its sub-contractors and of all persons employed in connection with the works, except for actions carried out expressly at the request of the owner or occupier. Owners and occupiers of land along the route of the pipeline are asked not to

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negotiate with or approach any party other than National Grid 's Engineer or his representative.

2. Working Width

The working width is an area of land required for a specified period in addition to the easement width which will be indicated on the consent forms and the plan attached to the Record of Condition.

The Working Width shall be not more than 45 metres. It shall be for access for all purposes associated with pipeline construction works including access to third parties land affected by the pipeline works. In special circumstances, such as, for example at road, rail, river and canal crossings, additional width will be required and will be specified in the Record of Condition referred to in Paragraph 5 hereof.

As soon as reasonably possible after the works are handed back to the occupier National Grid shall supply the owners and occupiers with a drawing showing the position of the completed easement strip. The scale of the drawings shall be at the discretion of National Grid .

3. Commencement of Work

Notice of intention to commence work shall be given to the owners and occupiers of all land along the route of the Pipeline before entry is made on such land. The notice shall be as long as is reasonably practicable. The work shall, so far as it is possible, be carried out in accordance with a programme of which the occupier shall be kept informed.

4. Winter Workings

National Grid will wherever practicable achieve pipeline construction in the period Spring (when ground conditions permit) to 31st October, and will use all reasonable endeavours to plan its acquisition and construction programme in order to comply with this timescale. The owner and occupier will be informed of the start and finish dates of the planned programme of work. Exceptionally, occasions may arise where owing to unforeseen construction difficulties which are outside National Grid control (for example severe weather, non delivery of materials, or industrial action) which lead to delays or a need to complete works after 31st October. Where such circumstances arise the owner and occupier will be consulted on the options (for

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example, special methods of working or a delay in the final restoration to when suitable ground conditions permit) and kept fully informed of the revised programme

5. Record of Condition

Before entry to construct the pipeline (but not for pre-construction drainage works) is taken National Grid will prepare and supply to the occupier and owner at its own expense a record of the condition of any affected property for agreement with the owner or occupier.

6. Timber

Trees shall only be removed within the working width after consultation between National Grid and the owners and occupier and all timber shall remain the property of the timber owner or be cut and disposed of in accordance with the reasonable requirements of the timber owner. Where timber is cut and disposed of National Grid will compensate the owner for any loss thereby reasonably incurred by the timber owner.

7. Fencing

7.1 The Working Area Fences, lights and guards shall be provided as necessary for the protection of members of the public and animals and to avoid trespass. Unless otherwise agreed with the occupier, the method of fencing the working width shall be a fence adequate for the purpose of excluding any stock kept on adjoining land and, where no such stock is kept, posts and ropes or wire shall be used. All temporary fencing shall be maintained in position during constructional work and thereafter unless otherwise agreed with the occupier) until reinstatement, and shall then be removed but not before unless otherwise agreed. Generally the fencing is abandoned, for the farmer to remove at his own cost and use as he wishes. National Grid will exercise all reasonable care and undertake all reasonable measures to ensure that all working areas and access(es) are made secure from entry by trespassers.

7.2 Reinstatement of Field and Farm Boundaries

Fences, walls and hedges will be replaced with proper materials in each case. As an illustration of such reinstatement where required by the owner or occupier hedges will

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be replaced by quicks protected by suitable fencing. National Grid where reasonably practicable will maintain any replanted hedge until it is established and effective.

8. PIPELINE UTILISING EITHER 'TRENCHLESS' OR 'NARROW TRENCHER' METHODS

Where the Pipeline is to be laid utilising either the 'trenchless' technique or the 'narrow trencher' method the provisions of paragraphs 7.1. and 14 shall be modified so as not to impose upon National Grid any obligation either to fence the working area or to set aside the top soil. Notwithstanding this the enduring liabilities of National Grid are not affected.

9. Soil Pests and Diseases

National Grid in conjunction with owners and occupiers directly affected by the pipeline operations will take such reasonable precautions as may be necessary to avoid the spreading of soil borne pests and diseases such as prescribed by MAFF in its circular "Precautions Against The Spread Of Animal And Plant Diseases, Guidelines For Contractors Undertaking Major Works Affecting Agricultural Land" and by SOAD in its equivalent circular in Scotland and will also take reasonable precautions against any soil borne pests and diseases as advised to them by any owner or occupier prior to entry.

10. Straying Stock

National Grid will after consultation with the occupier take all necessary precautions to prevent the straying of livestock and will compensate the owner occupier or owner of such livestock of all injury death loss damage claim arising where such straying is due to any act or omission on the part of National Grid following production of a report from a veterinary expert.

11. Bridging

Wherever an access is obstructed by National Grid excavations proper and adequate temporary bridging of the trench of the pipeline shall be provided, and also any bridging that may be reasonably required to provide any alternative access.

12. Protection and Reinstatement of Services

If any existing services are affected by the Works National Grid will take all reasonable steps to reinstate the services to their condition immediately before the works commenced. National Grid will take reasonable steps to permit the provision of any new or improved access or water supply pipe and drains reasonably required after the execution of the works.

13. Protection of Water Supplies

All necessary precautions shall be taken to protect all watercourses and water supplies against pollution. All proper steps will be taken to reduce to the minimum any interference with water supplies.

14. Soils

In the course of excavation all top soil shall so far as reasonably possible be kept separate and top soil and subsoil shall be replaced carefully after the completion of Pipeline construction operations. All cultivated lawn turf shall be carefully cut, rolled and stacked, and carefully reinstated or replaced with turf of a similar quality in accordance with good agricultural practice.

15. Depth of Pipeline

The pipeline shall be laid to contour with a depth of cover of not less than 1.1 metres from the original surface to the top of the pipeline except where necessary for good engineering reasons and with the agreement of the Owner and/or Occupier such agreement not to be unreasonably withheld or delayed. The pipeline will generally be laid so as to avoid as far as possible continued interference with normal agricultural operations.

16 Trial Holes

Trial holes in advance of the work where necessary shall be opened only after consultation between the occupier and the Engineer. The methods of carrying out the work will be such as to cause the least practicable disturbance to the occupier and

National Grid shall pay appropriate compensation for any damage or disturbance caused.

17. Support of Structures

Temporary underpinning, supports and other protective measures for buildings structures and apparatus in or adjacent to the trench shall be of proper design and sound construction and shall be securely placed to the reasonable satisfaction of the owner or occupier and of the Engineer.

18. Ditch Crossings

Where the pipeline crosses below a ditch or stream it shall be protected by 150 millimetres of concrete and located at such a depth as to provide at least 300 millimetres cover from the true cleaned bottom of the ditch or stream to the top of the concrete. All ditches open drains or watercourses interfered with by the pipeline shall be maintained in effective condition during construction and finally restored to as good condition as before the commencement of the works.

19. Sporting Rights

National Grid will take all reasonably practicable steps to protect fishing and sporting rights and will pay compensation for any loss or damage to such rights arising out of the construction of the works.

20. Poaching and Dogs

National Grid will advise contractors that their employees should not carry out poaching nor bring dogs on the working areas except as may be necessary for security or other reasonable purposes.

21. Land Drains

Particular care shall be taken to ensure that the minimum amount of damage or disturbance to land drains is caused and where practicable, the pipeline shall be laid to run below the level of the land drain.

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In most cases the laying of new drains will be required to keep the affected and adjoining land of the owner and/or occupier in good order. In all cases the working width will be restored on completion.

The methods to be employed in repairing damage to field drainage systems and or any additional drainage work which may be deemed necessary shall be agreed with the owner and or occupier as appropriate and, failing agreement, will be referred to an expert acceptable to both parties. Where possible plans of any existing drainage schemes should be made available.

It is National Grid 's policy that where proven to be required to secure the integrity of the drainage system to facilitate the construction of pipe, header drains (cut off drains) will be installed before construction begins

The position of all land drains cut by or disturbed during excavation shall be prominently marked by pegs at both sides of the trench and immediately following their location.

In cases where land is not let on a fully secure Agricultural Tenancy, agreements on repairs and reinstatement will involve the owner.

After the gas pipe has been laid National Grid will undertake to carry out all remedial and new drainage works as agreed between National Grid and the occupier or owner as appropriate. The timing of these works to be discussed and agreed between National Grid and the Occupier.

If in carrying out subsequent operations, hand digging is reasonably required to secure the integrity of the pipeline, National Grid will subject to prior agreement reimburse reasonable and proper costs of so doing.

The deed of grant will include a clause setting out the responsibilities of National Grid for land drains.

22. **Reinstatement of Roads**

Private roads and footpaths shall be permanently reinstated to a condition equivalent to that subsisting before the commencement of the works to the satisfaction of the owner or occupier.

23. Access to Working Strip

Any access required to this working strip for the purpose of carrying out the works otherwise than along the strip itself shall be the subject of separate negotiation and payment.

24. Reinstatement of Land

24.1 Agricultural land shall be reinstated to a condition as near as reasonably practicable to that subsisting before the commencement of the works to the reasonable satisfaction of the owner or occupier. Additional topsoil and cultivated lawn turf shall be provided as reasonably required. The topsoil of agricultural land shall be left in a loose, friable and workable condition to its original full depth and over the whole working width. If the owner or occupier so requires, subsoil to an appropriate depth, normally not less than 300 millimetres shall be loosened with an agricultural cultivator where the topsoil has been removed.

24.2 Voluntary remedial plan for reinstatement - Where continuing crop loss occurs year after year, National Grid may approach the owner or occupier to discuss a voluntary agreement to enter a remedial plan for reinstatement. A voluntary remedial plan for reinstatement shall be prepared following agreement between both parties (or land agents, representatives or advisers) and will contain sufficient detail of outstanding work, including a valuation of costs to do the work, which is required to restore the land. By agreement between National Grid and the owner or occupier National Grid will either do the work set out in the plan or pay the owner or occupier the agreed sum to do the same (either in a lump sum or phased payment following completion of certain works). Several reviews will take place throughout a voluntary remedial plan with a view ultimately to confirming completion of the agreed remedial works.

Notwithstanding the above the enduring liabilities of National Grid shall remain in place

- 24.3 The reasonable professional charges of properly qualified land agents; surveyors or factors in assessing and settling a voluntary remedial plan for reinstatement will be met by National Grid

25. Ancillary Apparatus

It is not anticipated that it will be necessary to install any apparatus (other than marker posts) above ground, but any such apparatus so installed shall wherever practicable be sited by agreement between the landowner or occupier and the Engineer, and in the event of interference with agricultural operations occurring, extra compensation shall be negotiated. As far as is practicable marker posts shall be sited in or adjacent to hedges or fences. Marker posts and apparatus should not be treated with any substance toxic to livestock.

26. Cathodic Protection

Where the pipeline is cathodically protected against corrosion all buildings and structures likely to be affected shall be suitably protected provided reasonable facilities are given for this to be done.

27. Inspection and Maintenance

Except in case of emergency, notice shall where practicable be given to the occupier of any subsequent entry for purposes of maintenance or inspection of the pipeline. Wherever practicable the occupier shall be consulted as to the means of access necessary to carry out such works. Such works shall be suspended or restricted to comply with any requirements of the Ministry of Agriculture and the occupier if the area is declared infected on account of foot and mouth disease, fowl pest, swine fever, brucellosis or other notifiable disease. National Grid may wish to have the route inspected approximately twice a year and all representatives of National Grid entering

on land for the purpose of inspection, maintenance or executing the works or any subsequent works will carry and produce on request adequate means of identification.

28. Compensation for Damage

- 28.1 All claims in respect of damage shall be referred to mediation expert witness determination or arbitration if they are not agreed. If no sum has been determined within three months of the making of a claim National Grid may without prejudice to the final settlement or determination of the matter make such payment on account as it considers reasonable.
- 28.2 Where an occupier of land during the pipeline construction and on the route of a pipeline spends time properly on work in connection with pipeline operations on his land, reasonable and proper compensation will be paid.
- 28.3 The owners and occupiers payments are for the early return of the consent forms within the requisite period specified in the offer letter, and are also for the extra time and trouble incurred by the owner and occupier as a result of his dealing with negotiations relating to the laying of the pipeline, attending site meetings, and site inspections prior to construction.

29. Voluntary Discharge of National Grid Gas plc obligations

The landowner and National Grid may ask the other to agree a full and final discharge of National Grid 's obligations referred to in clauses 5.2 and 5.7 of the Deed of Grant, in particular with regard to restoration (see the attached guidelines) in consideration of a sum to be paid to the landowner. This is a voluntary matter and likely to be considered when restoration has been concluded in accordance with a jointly agreed and managed programme. Following agreement, a form of discharge covering this (see draft form DIS-F) shall be attached to the Deed of Grant. The discharge would only relate to all previous works undertaken by National Grid and would not affect the position in respect of subsequent works.

30. Subsequent Planning Consents

Provision is made in the Deed of Grant for the payment of additional compensation if National Grid 's works prevent the owner from putting a planning permission into effect, or it is shown that but for the said works such permission might reasonably have been expected to be granted. The presence of the pipeline may affect the planning application process and National Grid will endeavour to assist owners to enable development in such a way that it can take place without affecting the pipeline. These cases can be extremely complex and National Grid 's approach is to deal with them individually. Even if the proposals are affected by the presence of the pipeline, the difficulties may be reduced or eliminated following discussions with National Grid . In order to assist you in this matter it is advisable to raise the issue with your professional adviser and/or respective farmers or landowners organisation.

Where a development is refused because of HSE guidelines, and cannot be resolved by negotiation with National Grid , the Deed of Grant makes provision for compensation or the diversion of or reinforcement works of protection for the pipeline.

31. Minerals

An adaptation of the mining code laid down by Part II of the Mines (Working Facilities and Support) Act, 1923, will also be incorporated in the Deed of Grant, so that if planning permission is given to work the minerals under or near the pipeline, then National Grid will be able to decide whether to serve a minerals counter notice to prevent the extraction of those minerals and if so this will enable the minerals owner and the royalty owner to obtain compensation for their loss. There is a formal procedure applicable to the Mining Code which has to be gone through. If you fail to follow it, your rights may be prejudiced. Please take professional advice.

32. Fossils and Other Articles of Value

During the course of work and the exercise of the rights granted to National Grid , fossils, coins or other articles of value may be discovered. As between the

Subject to Contract

Landowner and National Grid (including its contractors and sub-contractors), National Grid regards such objects as being the property of the Landowner and will make appropriate provision in any contract with the contractors and impose a similar duty in respect of contracts entered into by contractors with sub-contractors. National Grid (and its contractors and sub-contractors) will make reasonable efforts to comply with the reasonable requirements of the Landowner with respect to such objects provided that the Landowner shall pay all the costs reasonably incurred by National Grid in so doing.

33. Professional Charges

On receipt of a signed consent form, formal documents will be drawn up by and at the cost of National Grid who also will pay the reasonable and proper professional charges of solicitors for completion of the deed of grant. However, if such charges are in dispute they will be settled by joint application on behalf of the Landowner and National Grid for a remuneration certificate from the Law Society or an order for taxation.

National Grid will pay the reasonable charges of properly qualified land agents, surveyors or factors as they may reasonably incur in connection with the grant of the easement. Fees will be paid according to Table E Ryde's Scale 1996 based on the aggregation of (where applicable) the consideration payable for the easement, the occupier's and owners payments and the adjusted claim for compensation in respect of losses/damages incurred. Where a claim for damage is referred to arbitration, the costs of a reference and the award shall be as determined by the arbitrator.

National Grid will pay the reasonable fees of the land agent, surveyor or factor based on a proportion of Table E of Ryde's Scale 1996 in assessing and settling the claims for loss or damage where necessary in respect of the second and subsequent years.

34. Continuation of Normal Farming

Ordinarily unless otherwise directed National Grid advises the occupiers not to change their normal agricultural operations just because of the possibility of National

Grid undertaking pipeline works in accordance with the arrangement set out in this documentation.

35. Set-Aside and other Like Payments

PROVIDED THAT the Owner and or Occupier produces to National Grid copies of the Area Aid Application or such other relevant documentation under the Integrated Administration and Control System as National Grid shall reasonably require, National Grid will compensate for any loss of set-aside arable area, livestock and like payments unavoidably incurred by the owner or occupier due to National Grid carrying out or proposing to carry out works in accordance with the arrangements set out in this documentation and undertakes to use all reasonable endeavours to provide the owner and the occupier with such information as it can to enable set-aside and like payments to be obtained and further the owner or occupier shall be advised to produce to the relevant agricultural department within 10 days of entry by National Grid on to his land the form of the letter IACS-NA

36. Changes of Ownership or Occupation

In order to assist National Grid to carry out effective maintenance and protection of the pipeline, the owners and occupiers of land crossed by a pipeline are asked to notify National Grid of the name and address of any person to whom they grant or assign any interest in the land.

37. Protection of the Pipeline

The Deed of Grant will contain provisions restricting planting etc. on the easement width and controlling what and the manner in which things can be done over and near to the pipeline. National Grid would emphasise how important these provisions are. National Grid will carry out periodic inspection but you are asked not to do anything which is likely to damage the pipeline for example the Deed of grant requires the easement to be kept clear of scrub growth and the like. National Grid has the right to clear the easement of growth which has occurred in contravention of the Deed and will do so where necessary after first giving the occupier the opportunity to do so. Of

course, this will not affect normal agricultural operations which do not affect the pipeline - again this is as recorded in the Deed National Grid has produced a document "Guidance on Proximities for Tree Planting Near Pipelines" which gives advice and guidance on some of these matters and is available on request.

ENGLAND AND WALES

SECTION 3

STANDARD EASEMENT WIDTHS UP TO 7 BARG

Standard Easement Widths

National Grid Gas plc's normal requirement will be a strip of land varying in width with the diameter of the pipeline which will be subject to the restriction contained in the Deed of Grant. The normal widths will be:-

36", 42" and 48" (900mm, 1060 and 1200mm) diameter	24.4 metres
30" and 24" (750mm and 600mm) diameter	18.3 metres
18" (450mm) and below in diameter below 2bar	6.0 metres
2bar –7bar	12.0 metres

PART B. SCOTLAND

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7b. Tripartite grant for a main crossing land other than graded agricultural land (excluding Highways) [Non National Grid lay]

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Standard Easement Widths

SCOTLAND

SECTION 1

1. SERVICES

5(b). Form of Consent - Low Pressure Service (Non National Grid Lay)
(Version CL 5b 17.09.2002)

1. Introduction

This form of consent may be used for a low pressure PE service of up to and including 63 mm diameter where:

1. The pipe is laid by a third party and
2. The service pipe crosses only public highway and the consumer's property; or
3. The service pipe also crosses an intervening ownership/s.

The Form of Consent anticipates that the signatory will enter into a formal grant of servitude but National Grid would not normally require the Consumer or the intervening owner/s to do so. The grant of servitude referred to in the form of consent is the grant for mains crossing land other than graded agricultural land (excluding Highways/Roads) at 7a. The specimen form of grant of servitude should be attached to the form of consent before the latter is signed by the consumer or intervening owner.

Variations are not permissible except with the express consent in writing of National Grid Legal.

2. 5(b). Form of Consent - Service Pipe (Non National Grid Lay)

Version CL 5b 17.09.2002

I (insert name) of (insert address)

give permission for the laying by (insert name and address of the third party laying pipe) of a diameter pipe/s (insert pipe sizes) through land in my ownership, in the approximate position shown by red lines on the attached plan number (insert number) dated (insert date) for the purpose of providing a supply of gas to the premises at; (insert supply address). I understand that such pipe will on connection be transferred to National Grid Gas plc and operated as part of the gas transportation system.

I agree that future access shall be granted to National Grid Gas plc for the purpose of carrying out any inspection, maintenance, repair or renewal of the said pipes.

I also agree (if so required by National Grid Gas plc) to enter into a grant of servitude in the form attached which will contain reasonable provisions to protect the pipe.

Signed:

Dated:

SCOTLAND

2. MAINS CROSSING AGRICULTURAL LAND

**6b. Tripartite Grant for a main crossing graded agricultural land
(Non National Grid Lay)
(Version CL 6b 17.09.2002)**

1. Introduction

This is the tripartite form of deed of grant which must be used by third parties laying pipelines (intended to be transferred to National Grid Gas plc) across graded agricultural land in Scotland. Variations are not permissible except with the express consent in writing of National Grid Legal.

In the circumstances of a particular case National Grid may require additional or amended provisions.

2.

*6b. Tripartite Grant for a main crossing graded agricultural land
(Non National Grid Lay)
(Version CL 6b 17.09.2002)*

MINUTE OF AGREEMENT

incorporating

DEED OF SERVITUDE

between

(hereinafter with their successors called “the Grantor”) of the first part

and

NATIONAL GRID GAS PLC, incorporated under the Companies Acts (Company Number 2006000) and having their Registered Office at 1-3 Strand, London WC2N 5EH (hereinafter with their successors called “National Grid ”) of the second part

and

hereinafter with their successors called “the Covenantor”) of the third part

and

(hereinafter with their successors called “the Heritable Creditor”) of the fourth part

WHEREAS:

- (A) The Grantor is the [infert/uninfert] proprietor of the land described in the First Schedule annexed and executed as relative hereto (hereinafter referred to as “the said land”)
- (B) The Heritable Creditor is the creditor on the subjects described in the First Schedule hereto by virtue of a Standard Security granted by in their favour recorded in the Division of the General Register of Sasines for the County of on /registered in the Land Register of Scotland under Title Number on .

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- (C) The Covenantor desires to lay a pipeline and ancillary apparatus in the said land and to transfer the said pipeline and ancillary apparatus to National Grid (which is a licensed public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995) and is the owner of a gas transmission and distribution network together with terminals, storage facilities and other apparatus and the areas of ground under, upon and over which said transmission and distribution network, terminals, storage facilities and other apparatus are erected currently owned/leased and/or operated by National Grid Gas plc and as varied, altered or increased from time to time (hereinafter “the National Grid Transmission System”)) to the intent that National Grid should thereafter maintain and operate the said pipeline and ancillary apparatus as part of the National Grid Transmission System.
- (D) Under the provisions of the Gas Act 1986 (as amended by the Gas Act 1995) National Grid is required to transmit gas on behalf of others.
- (E) The Grantor has agreed to grant to the Covenantor and to National Grid the servitude and other rights hereinafter mentioned.

1 Grant of Servitude

In pursuance of the said agreement and in consideration of the sum of £ now paid by the Covenantor to the Grantor the receipt whereof the Grantor hereby acknowledges and of the prestations and others by the Covenantor and National Grid hereinafter contained the Grantor HEREBY GRANTS AND DISPONES [with the consent of the heritable creditor]TO :

- 1.1 the Covenantor a right to lay, construct and use a pipeline for the transmission or storage of gas or other ancillary materials and all necessary apparatus ancillary thereto (all of which pipeline and all necessary apparatus ancillary thereto are hereinafter together called “the said works”) in upon and over a strips of land metresfeet in width and coloured pink for identification purposes only on the plan annexed and executed hereto (hereinafter called “the said strip of land”) and to pass over the said strip of land for the purposes of the said works and of any works of the Covenantor contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus
- 1.2 to the intent that the servitude and other rights hereby granted shall be appurtenant to the gas undertaking of National Grid (including the National Grid Transmission System) to National Grid an heritable and irredeemable right of servitude to inspect maintain protect use replace remove or render unuseable the said works for the transmission or storage of gas or other ancillary materials (whether such gas or materials are transmitted by National Grid on its own behalf or on behalf of other persons) in upon and over the said strip of land and to pass over the said strip of land for the purposes of any works of National Grid contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus; And the Grantor grants warrandice; PROVIDED that the said servitude shall not become operative or enforceable against the Grantor until such time as the said works have been completed by the Covenantor and with National Grid ’s agreement the ownership thereof has been transferred to National Grid PROVIDED FURTHER that if the said works have not been completed and with National Grid ’s agreement transferred to National Grid within five years of the date of this deed of grant then the servitude rights granted hereby to National Grid and the obligations

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given both by and for the benefit of National Grid shall cease and be of no effect as if the same had never been granted or given.

2 THE COVENANTOR HEREBY AGREES with the Grantor and binds and obliges itself as follows (declaring, however, that the Covenantor shall not be liable once it shall have fulfilled its obligations as herein set out to the Grantor and parted with all its interests in the said works to National Grid):

- 2.1 The Covenantor will commence and proceed with the construction of the said works with all reasonable expedition and due diligence and complete the said works as soon as reasonably practicable or by such date as is agreed with the Grantor;
- 2.2 In exercising the rights hereby granted the Covenantor shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto;
- 2.3 The Covenantor shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by the Covenantor of the rights hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;
- 2.4 The Covenantor shall so far as is reasonably practicable and for so long as the said works remain in the possession of and under the control of the Covenantor keep the said works in proper repair and condition;
- 2.5 The Covenantor shall keep the Grantor indemnified against all costs claims damages expenses and loss arising from or in the course of excavation construction and laying of the pipeline and any associated works (except to the extent that such actions claims or demands arise as a result of the default or wrongful act of the Grantor his servants agents or invitees) or any contamination or contaminative uses which are caused as a result of the Covenantor's use or abandonment of the easement strip forming part of the said land or of any failure to keep the said works in proper repair and condition by reason of the exercise of the rights hereby granted to the Covenantor;
- 2.6 The Covenantor shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs or expenses which may arise or be incurred whilst the said works remain in the possession of and under the control of the Covenantor by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor his servants or agents;

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 2.5 and 2.6 of this Clause without the prior consent of the Covenantor

- 2.7 The Covenantor shall pay all rates and taxes which may be imposed in respect of the said works or the rights hereby granted to the Covenantor;
- 2.8 If at any time any interference with or disturbance of the functioning of any drain or drainage system in or under his land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the rights hereby granted to the Covenantor then the Covenantor shall so far as is reasonably practicable make good

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any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid;

- 2.9 The Covenantor will use its best endeavours where reasonably practical to provide the necessary information to the local planning authority and the Grantor concerning the integrity of the pipeline and how best it can be accommodated in any proposed development in connection with the said land referred to in the Local Plan;
- 2.10 The Covenantor will not transfer the benefit of the rights hereby granted to the Covenantor;
- 2.11 The Covenantor in the exercise of the rights hereby granted to the Covenantor and in the performance of its obligations under this deed shall at all times comply with all applicable laws, rules, regulations and Environmental Requirements subsisting from time to time including (without limitation and for the avoidance of doubt) by obtaining and retaining in full force and effect and complying with all necessary permits, licences, approvals, consents and authorisations.
- 2.12 The Covenantor shall at all times and from time to time on occasion of access being required to the said works perform and observe the duties set out in the Letter of Undertaking
- 2.13 The Covenantor shall at all times and from time to time comply with all applicable statute, regulation or order made under such statute and any reference to specific statute includes any statutory extension or modification , amendments or re-enactment of such statute

3 THE COVENANTOR HEREBY AGREES with National Grid and binds and obliges itself as follows :

- 3.1 To pay all rates and taxes which may be imposed in respect of the said works or the rights hereby granted to the Covenantor.
- 3.2 That the Covenantor will keep National Grid indemnified for a period of five years from the date of transfer of the said works to National Grid against all actions claims costs expenses and demands (including without prejudice to the generality of the foregoing legal surveyor's and other agents fees reasonably incurred in dealing with such claims and demands) and whether arising before or after the said date of transfer by reason of the act or default of the Covenantor or its servants agents or contractors in connection with the exercise of the servitude and other rights granted by the Grantor pursuant to Clause 1.1 above, the Covenantor's covenants and indemnities in Clause 2.1 to 2.8 and the Covenantor's liabilities under Clauses 7 and 9 below.

PROVIDED that National Grid shall not settle or compromise any such action claim or demand as is referred to in sub-clause 3.2 of this Clause without the prior consent of the Covenantor (such consent not to be unreasonably refused or withheld) PROVIDED FURTHER that the Covenantor will (in addition to the aforesaid indemnity and if so requested by National Grid) undertake the conduct of such action, claim or demand and dispose thereof on reasonable terms with all reasonable expedition and due diligence and if National Grid so requires in such manner as National Grid may at its option reasonably determine PROVIDED FURTHER that the Covenantor will at its own cost and expense provide National Grid with all such information, evidence, plans and drawings relating to its carrying

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out of the said works as National Grid shall reasonably require to enable National Grid or its agents to deal with or dispose of such action claim or demand.

4 The servitude and other rights hereby granted are so granted with and under the following real burdens, conditions and obligations, namely National Grid HEREBY AGREES with the Grantor and binds and obliges itself as follows (to the intent and so as to make real the servitude and other rights hereby granted into whomsoever hands the same may come and to benefit and protect the said land and every part thereof) (but so that National Grid and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the said works PROVIDED THAT SUBJECT to Clause 4.8 hereof it has secured a direct obligation in favour of the Grantor or the Grantor's successor in title from their respective transferee that the transferee being a licensed operator or an owner operating through a licensed operator in favour of the Grantor or the Grantor's successor in title shall perform and observe any positive obligations contained herein on the part of National Grid) PROVIDED FURTHER THAT these obligations shall not be operative or enforceable against National Grid until such time as the Covenantor shall have completed the said works and with National Grid 's agreement transferred ownership thereof to National Grid :

- 4.1 In exercising the servitude and other rights hereby granted National Grid shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto
- 4.2 National Grid shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by National Grid of the servitude and other rights hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
- 4.3 National Grid shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall be given to the Grantor by National Grid) shall render and make the same permanently safe
- 4.4 National Grid shall keep the Grantor indemnified against all costs claims damages expenses and loss arising from or in the course of alteration and removal of the pipeline and any associated works (except to the extent that such actions claims or demands arise as a result of the default or wrongful act of the Grantor his servants agents or invitees) or any contamination or contaminative uses which are caused as a result of National Grid 's use or abandonment of the servitude strip forming part of the said land or of any failure to keep the said works in proper repair and condition by reason of the exercise of the servitude and other rights hereby granted
- 4.5 National Grid shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs or expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor his servants or agents
- 4.6 National Grid shall pay all rates and taxes which may be imposed in respect of the servitude and other rights hereby granted

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- 4.7 National Grid will use its best endeavours where reasonably practical to provide the necessary information to the local planning authority and the Grantor concerning the integrity of the pipeline and how best it can be accommodated in any proposed development in connection with the said land referred to in the Local Plan
- 4.8 National Grid undertakes not to transfer its rights hereunder unless the transferee first obliges itself directly with the Grantor to comply with the obligations of National Grid in this Minute of Agreement
- 4.9 If at any time any interference with or disturbance of the functioning of any drain or drainage system in or under his land can be shown by the Grantor to have been caused by the laying of any pipeline in the exercise of the easements hereby granted then so far as is reasonably practicable to make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid;
- 4.10 National Grid in the exercise of the servitude rights and others hereby granted and in its performance of its obligations under this deed shall and the said works shall at all times comply with all applicable laws, rules, regulations and Environmental Requirements subsisting from time to time, including (without limitation and for the avoidance of doubt) by obtaining and retaining in full force and effect and complying with all necessary permits, licences, approvals, consents and authorisations
- 4.11 National Grid shall at all times and from time to time on occasion of access being required to the said works perform and observe the duties set out in the Letter of Undertaking
- 4.12 National Grid shall at all times and from time to time comply with all applicable statute, regulation or order made under such statute and any reference to specific statute includes any statutory extension or modification, amendments or re-enactment of such statute

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses 4.4 and 4.5 of this Clause without the prior consent of National Grid .

5 THE GRANTOR (in order to burden the said land and land of the Grantor adjoining thereto referred to in the Second Schedule and every part thereof in all time coming (but so that subject to the provisions of Clause 11 of this Minute of Agreement the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the said land) and to benefit and protect the servitude and other rights hereby granted) hereby agrees with the Covenantor and National Grid and binds and obliges itself as follows:

- 5.1 The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto referred to in the Second Schedule hereof anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury
- 5.2 The Grantor shall not without the prior consent in writing of National Grid make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by National Grid or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works;

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- 5.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land;

PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of National Grid or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid.

6 **Dispute Resolution**

- 6.1 Any dispute arising under Clauses 4 and 5 hereof shall be determined in default of agreement by a single arbiter to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration (Scotland) Act 1894 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and for the avoidance of doubt the costs of the arbitration shall be borne by the parties in such manner as shall be determined by the Arbitrator;
- 6.2 If any dispute or difference arises out of or in connection with this deed the parties will seek to resolve the dispute or difference amicably by using the mediation procedure outlined in the National Grid Scheme before pursuing any other remedies available to them;
- 6.3 If either party fails or refuses to agree to participate in the National Grid Scheme or any dispute or differences is not resolved to the satisfaction of both parties either party may by written notice to the other require the dispute or difference to be determined formally in accordance with the principles outlined in Clause 6.1 above or litigation provided that:-
- 6.3a) National Grid will not fail or refuse to participate in the National Grid Scheme for so long as the Grantor co-operates in that procedure and which has not been fully exhausted/concluded on any one application, and
 - 6.3b) the method of formal determination may be decided by the Grantor in accordance with the National Grid Scheme
 - 6.3c) at the Grantor's option, disputes on restoration matters may be referred at the sole cost and expense of National Grid to an independent expert who shall be appointed by agreement between the parties (or in the absence of agreement appointed by the President of the Central Association of Agricultural Valuers) pursuant to the Claims Procedure.

7 **Compensation in Respect of Restrictions on Certain Development**

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- 7.1 If at any time after the Covenantor has completed the said works and with National Grid's agreement transferred ownership thereof to National Grid
- 7.1a) permission is granted under the Town and Country Planning (Scotland) Act 1997 or any statutory modification or re-enactment thereof for the time being in force (otherwise than by a development order) for development which consists of or includes building operations which the Grantor is prevented by the existence of the servitude and other rights hereby granted from carrying out or it is shown that but for the said works such permission might reasonably have been expected to be granted; and
- 7.1b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said land consistently with the Grantor's obligations in Clause 5 hereof; and
- 7.1c) the principal amount of compensation which would have been payable in respect of a compulsory acquisition by National Grid of the servitude and other rights hereby granted in pursuance of a notice to treat served on the date of notice of the Local Planning Authority's decision if such permission had previously been granted exceeds the sum set out in Clause 1 hereof (which is calculated without reference to the prospect of any such operations) then subject to the provisions of this Clause National Grid will pay to the Grantor a sum equal to the excess;
- 7.2 If the Grantor claims to be entitled to a payment under the last foregoing sub-clause hereof he shall give notice in writing to National Grid of such claim and shall furnish all such particulars in relation thereto as National Grid may reasonably require;
- 7.3 There shall be deducted from any sum which would otherwise be payable under this Clause an amount equal to any sum previously so paid in respect of the same land;
- 7.4 Any dispute arising out of the provisions of this Clause shall be referred to a single arbiter to be agreed upon between the parties in dispute and in default of such agreement by an Arbiter acting as an expert to be appointed by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors;
- 7.5 Any compensation paid by National Grid to the Grantor under the provisions of Section 31 of the Land Compensation (Scotland) Act 1963 (as inserted by Section 77 of and Schedule 16 to the Planning and Compensation Act 1991) shall be deducted from any further or additional compensation payable by National Grid to the Grantor pursuant to Clauses 7 and 8 of this Minute of Agreement;
- 7.6 National Grid may at its own option in lieu of paying compensation as referred to in Clauses 7.1 to 7.5 hereof by notice in writing to the Grantor elect either to divert or reinforce the said works in accordance with the following provisions of this Clause
- 7.6a) To carry out at its own cost reinforcement works of protection to the pipeline enabling the development to be carried out; or
- 7.6b) To divert the said works along a route (insofar as National Grid elects to relay the same) in through under upon or over land of the Grantor which shall be in such position in through under upon or over the land of the Grantor as may

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be agreed between the Grantor and National Grid or failing agreement as shall be determined by an Arbiter acting as an expert to be appointed by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors as being the route which having regard to all relevant factors will cause the least possible interference with the use and enjoyment of the Grantor's proposed development indicated by reference to a plan at the time of the said development for which planning permission will be granted in the future provided that the points of ingress to and egress from the said land shall not (without the consent of National Grid) be varied;

7.6b)i) The Grantor will then enter into a supplemental Grant of Servitude with National Grid in order to lay the said main or pipe in its diverted position in through under upon or over a strip of land [] wide and the said Grant shall be in similar terms to these presents save that no consideration shall be payable for the said servitude other than loss of crop or other damage caused to the occupier nor shall the said Grant contain terms equivalent to Clauses 7.1 to 7.6 hereof and National Grid shall pay the Grantor's reasonable Surveyors fees and Solicitors costs incurred in such Grant ;and

7.6b)ii)As soon as practicable following the execution of the said supplemental Grant of Servitude National Grid will relay the said works along the diverted route or (if National Grid so elect) to lay anew main or pipe and all necessary apparatus ancillary thereto along the said diverted route and at National Grid 's election remove or abandon purge and make safe the original works making good all damage or injury occasioned to the said land in the course thereof or pay compensation for all damage or injury not made good.

8 Incorporation of the Mining Codes

- 8.1 The provisions of Clauses 4 and 5 hereof shall have effect subject to this Clause;
- 8.2 Subject to the provisions of this Clause the provisions (in this Clause called "the said provisions") substituted by Part II of the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 78 of the Railways Clauses Consolidation (Scotland) Act 1845 shall be deemed to be incorporated herein;
- 8.3 The said provisions shall be construed as if references to the Mine Owner were references to the Grantor; references to the Company were references to National Grid ; references to any railway or works of the Company were references to the works defined in Clause 1 hereof and references to rail level were references to top of pipeline level;
- 8.4 Any arbitration under the said provisions shall be by a single arbiter to be agreed upon between the parties in dispute and in default of agreement by appointment by the Chairman of the Scottish Branch of the Royal Institute of Chartered Surveyors and the said provisions referred to in this clause as may be inconsistent herewith shall be of no effect and for the avoidance of doubt the costs of the arbitration shall be part of the award of the arbiter.

9 Environmental Provisions

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- 9.1 Before and in the course of the excavation as required for the laying and installation of the said works, National Grid shall carry out such investigative and remedial works as are reasonable and appropriate to:-
- 9.1a) identify the presence of any Hazardous Materials in, on, under or effecting the said lands;
 - 9.1b) ensure that they (and any Hazardous Materials disclosed by National Grid to the Grantor prior to the date of this deed) do not adversely effect the said works or the exercise of the servitude and other rights hereby granted in this deed; and
 - 9.1c) ensure that neither the said works nor the exercise of the said servitude and other rights granted in this deed will adversely effect any Hazardous Materials or give rise to Losses on the part of the Grantor in respect thereof. National Grid shall promptly on request from the Grantor provide to such information as National Grid have on the steps taken or to be taken in compliance with this Clause 9.1 and on the results of those steps;
- 9.2 Subject to provisions of Clause 5 and this Clause 9 the Grantor shall indemnify and keep indemnified National Grid against all Losses suffered or incurred by National Grid (save to the extent that they are suffered, incurred or increased by any default or neglect on the part of National Grid) as a result of the presence in, on or under the said land at the date of the Form of Consent of any Grantor Contamination or as a result of the subsequent presence in or under the said land of any Hazardous Materials which are caused by the Grantor after the date hereof to be in, on or under the said land;
- 9.3 National Grid shall indemnify and keep indemnified the Grantor [on an after tax basis] against all Losses suffered or incurred by the Grantor arising from the presence in, on or under the said land, of any Hazardous Materials where:-
- 9.3a) such presence, entry or escape are caused wholly or partly by the exercise of the servitude and other rights granted in this deed or by the performance of or any non-compliance of the obligations of National Grid under this deed; or
 - 9.3b) even though such presence, entry or escape is not so caused, Losses suffered or incurred by them in respect thereof are so caused;

PROVIDED THAT

1 as between National Grid and the Grantor this indemnity shall not apply to any Grantor Contamination

2 where the said exercise, performance or non-compliance by National Grid does not cause the said entry, presence or escape but causes knowledge of it on the part of the Grantor and it is this knowledge which gives rise to the Losses suffered or incurred by the Grantor then this indemnity shall apply only where the Grantor did not originally cause the said presence, entry or escape: and

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3 National Grid shall so far as reasonably practicable expeditiously rectify remediate remove treat or render harmless any Hazardous Materials to which this indemnity applies and remediate any other damage or other adverse consequence of it

4 the indemnifying party and the indemnified party under the provisions of this Clause 9 shall in the case of any action, claim or demand (a) each consult with the other to avert any such claim or notice or otherwise in the preparation of a defence to such a claim or notice and (b) not compromise any such action, claim or demand without prior consent of the parties

5 The aggregate liability of the Grantor to National Grid (whether under its indemnity to National Grid under this Clause 9 or otherwise) arising from the presence, entry or escape of any Hazardous Materials shall not exceed the consideration payable hereunder in terms of Clause 1 hereof

6 Clauses 9.1 to 9.3 hereof shall not be operative or enforceable by or against National Grid until such time as the Covenantor shall have completed the said works and with National Grid 's agreement transferred ownership thereof to National Grid .

10 **Service of Notices**

All communications relative to this Minute of Agreement shall be addressed to the Grantor at the address given above and to National Grid at and to the Covenantor at or such other address as may be notified from time to time

11 **Dispositions by the Grantor**

The Grantor or any of his successors in title shall not bring any action on any matter contained herein where the cause of the action arises after the Grantor or such successors in title (as the case may be) have parted with their respective interests in the land.

12 **Definitions**

The following words and expressions shall where the context so admits have the following meanings:-

- 12.1 For all purposes of this deed the terms defined herein shall have the meanings specified;
- 12.2 Words importing one gender includes all other genders and words importing the singular include all plural and vice versa;
- 12.3 Where the Grantor comprises two or more persons obligations expressed and to be undertaken by the Grantor shall be deemed to be made jointly and severally by such persons;
- 12.4 Any references to specific statute include any statutory extension or modification, amendments or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" include any regulations or orders made under such statute or statutes;

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- 12.5 The headings do not form part of this deed and shall not be taken into account in its construction;
- 12.6 “the Grantor” shall include where the context so admits the Grantor’s successors in title to the said land and each and every part thereof and for the purposes of the provisions herein contained relating to Hazardous Materials shall (i) include the Grantor’s employees, agents, contractors and sub-contractors and (ii) include the any previous proprietors of the said land for the period fifteen years prior to the date hereof;
- 12.7 “National Grid ” shall where the context so admits include its successors in title to the National Grid Transmission System;
- 12.8 “National Grid Transmission System” shall mean the gas transmission and distribution network together with terminals, storage facilities and other apparatus and the areas of ground under, upon and over which said transmission and distribution network terminals, storage facilities and other apparatus are erected currently owned/leased and/or operated by National Grid Gas plc and as varied, altered or increased from time to time;
- 12.9 “the Letter of Undertaking” shall mean the Undertaking in Respect of Pipeline Works issued with the Form of Consent being the standard practice of the care and maintenance of pipelines in agricultural land;
- 12.10 “the National Grid Scheme” means the Alternative Dispute Resolution or remediation procedure as recommended to the parties by either the Centre for Dispute Resolution or the RICS Dispute Resolution Service (or the Dispute Resolution Service of the RICS in Scotland) or such other procedure as is agreed and adopted by the parties from time to time;
- 12.11 “the Claims Procedure” means the procedure for dealing with claims for reinstatement and compensation as follows:-
- 12.11a) within twenty eight days of the submission of any claim by the Grantor National Grid shall either:-
- 12.11a)i) send a notice in writing to the Grantor confirming that the Grantor’s claim is accepted and setting out the reinstatement and the timescale for such reinstatement (“a Claims Notice”) or
- 12.11a)ii) send a notice in writing to the Grantor refusing to accept the Grantor’s claim and setting out the National Grid proposals in respect of the claim (“a Claims Refusal Notice”)
- 12.11b) if the Grantor accepts the National Grid proposals for reinstatement or compensation contained in the notice it shall notify National Grid accordingly within fourteen days of receipt of the notice;
- 12.11c) if the Grantor does not accept the National Grid proposals for reinstatement or compensation contained in the notice it shall notify

Subject to Contract

National Grid accordingly within fourteen days and either party may then refer the matter to an independent expert for determination;

12.11d) National Grid shall pay the compensation referred to in the Claim Notice or the Claim Refusal Notice (if any) within twenty eight days of receipt of the Grantor's reply to the National Grid proposals;

12.11e) any compensation determined by the expert to be payable in addition to that paid under (d) above shall be paid within twenty eight days of the expert's decision plus Interest as awarded;

12.12 "Hazardous Materials" shall mean any substance (including but not limited to "controlled waste" within the meaning of Section 75 of the Environmental Protection Act 1990) hereinafter referred to as "the EPA" but excluding for the purposes of Clause 9[] any substance caused to be present by normal agricultural operations or acts of good husbandry:-

12.12a)i) the presence of which on its own or in combination or reaction with other substances may require work of containment, restoration, remediation or clean up to be undertaken under any applicable law whether on or off the said land; or

12.12a)ii) the presence which causes or threatens to cause a nuisance whether private or public or of statutory nuisance within Section 79 of the EPA; or

12.12a)iii) the presence of which on adjacent properties could constitute a trespass by National Grid ; or

12.12a)iv) which in an un-contained form may on its own or in combination or reaction with other substances cause pollution of the environment (the expression "environment" being defined in Section 1(2) of the EPA) or harm to human health or detriment to the amenities of the locality; or

12.12a)v) which is otherwise toxic, explosive, corrosive, radioactive, carcinogenic or mutagenic; or

12.12a)vi) without limitation of which contains poly-chlorinated biphenyls (hereinafter "PCBs") asbestos or urea formaldehyde foam insulation;

12.13 "Environmental Requirements" shall mean all applicable present and future authorisations, registration, duties of care, codes of conduct, regulations, standards, notices, permits, consents, approval and licences issued, imposed or directed by any relevant body (including but not limited to a United Kingdom Government Department Authority or Inspectorate a Local Authority the Environment Agency or the Health and Safety Executive or Commission) relating to:-

Subject to Contract

- 12.13a) the use of the said land;
 - 12.13b) the processes of manufacture, treatment, storage, disposal and release of Hazardous Materials on, under, above, in or about the said land;
 - 12.13c) the use, transfer, disposal and deposit of Hazardous Materials;
 - 12.13d) the transportation of Hazardous Materials to, from or across the said land;
 - 12.13e) the health and safety of employees and visitors and contractors and other persons at or in the vicinity of the said land;
 - 12.13f) otherwise relating to the protection of the environment and/or the protection of human health
 - 12.13g) and all requirements pertaining to reporting, notification and disclosure of information to employees to the public and to any relevant body aforesaid concerning any matter referred to above.
- 12.14 “Grantor Contamination” shall mean any Hazardous Materials present in, on or under the said land at the date of the Form of Consent, to the extent that on or before the date of the Form of Consent the Grantor knew of its presence and failed to disclose its presence to National Grid in response to a written request for such disclosure made by National Grid to the Grantor and referring to this Clause 12.14 and 9.2 PROVIDED THAT:-
- 12.14a) the Grantor shall be deemed for these purposes to know of the presence of any Hazardous Materials if (but only if) either:-
 - 12.14a)i) in fact the Grantor knows of such presence, or
 - 12.14a)ii) the Grantor holds an Environmental Report or Site Investigation Report revealing such presence, or
 - 12.14a)iii) reasonable enquiries of the Grantor’s employees at the date of the Form of Consent would have revealed such presence; and
 - 12.14b) it shall be relevant to the question of whether any Hazardous Materials is or is not Grantor Contamination that its presence could (or could not) reasonably be expected to have been revealed by the investigation as required to be carried out by National Grid pursuant to Clause 9.1;
- 12.15 “Losses” shall mean claims, demands, damages, losses and reasonably incurred costs and expenses;
- 12.16 “either party” shall mean any one of the parties to this deed and “other party” shall mean either, any or all of the other parties to this deed as the context shall admit;

Subject to Contract

13 **Certificate of Value**

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 (£60,000.00) IN WITNESS WHEREOF

14 **Entry**

With entry as at notwithstanding the date or dates hereof.

15 **Warrandice**

16 AND the Grantor grants warrandice.

Subject to Contract

THE FIRST SCHEDULE

Subject to Contract

THE SECOND SCHEDULE

Subject to Contract

MINUTE OF AGREEMENT

incorporating

DEED OF SERVITUDE

Tripartite Grant for a main crossing graded agricultural land

(Non National Grid Lay)

(Deed 6b)

66 Queen Street Edinburgh EH2 4NE
Tel 0131 226 4771 Fax 0131 225 3676 DX ED58 Email maildesk@todsmurray.co.uk

Deed 6b-Tripartite Servitude Graded Agricultural Land (Non National Grid Lay)-Rab

Subject to Contract.

SCOTLAND

3. MAINS CROSSING LAND OTHER THAN AGRICULTURAL LAND

**7a. Grant for a main crossing land other than graded agricultural land
(National Grid Lay)**

(Version CL 7a 17.09.2002)

1. Introduction

This deed of servitude is for use **ONLY** in connection with form of consent **5(b) Low pressure service -Non National Grid lay CL 5b 17.09.2002**

Subject to Contract.

2.

*7(a) Grant for a main crossing land other than graded agricultural land (National Grid Lay)
Version CL 7a 17.09.2002*

MINUTE OF AGREEMENT

Incorporating

DEED OF SERVITUDE

Between

[]

(hereinafter with their successors called “the Grantor)

OF THE FIRST PART

And

NATIONAL GRID GAS PLC, incorporated under the Companies Acts (Company Number 2006000) and having their Registered Office at 1-3 Strand, London WC2N 5EH (hereinafter with their successors called “National Grid)

OF THE SECOND PART

WHEREAS the Grantor is the infert/uninfert proprietor of the land at [insert rough geographical description] described in the Schedule hereto (hereinafter called “the said land”) through which the gas pipe and ancillary apparatus (if any) hereinafter referred to is to be laid by National Grid and has agreed to grant the rights hereinafter mentioned to National Grid .

NOW THEREFORE it is HEREBY agreed between the parties as follows:

1 GRANT OF SERVITUDE

IN consideration of the sum of £..... Now paid by National Grid to the Grantor, the receipt whereof the Grantor hereby acknowledges and of the prestations and others on the part of the National Grid hereinafter contained, the Grantor hereby GRANTS and DISPONES to the intent that the servitude and other rights hereby granted shall be appurtenant to the gas undertaking of National Grid , to National Grid an heritable and irredeemable right of servitude and tolerance to lay erect and construct the gas pipe and ancillary apparatus (if any) or any part thereof (hereinafter referred to as “the said works” in through upon and over the said land in the approximate position indicated by a red line on the plan annexed and executed as relative hereto (hereinafter referred to as “the plan”) and to carry out any reinstatement of the said land consequential thereto and to connect, use (including use for the transmission of gas) maintain clean repair renew inspect remove replace and render unuseable the said

Subject to Contract.

works in through upon and over the said land AND ALSO full right and liberty for National Grid and all persons authorised by it from time to time and at all reasonable times hereinafter to enter upon the said land for all or any of the purposes aforesaid;

2 The servitude and other rights hereby granted are so granted with and under the following real burdens, conditions and obligations, namely NATIONAL GRID HEREBY AGREES with the Grantor and binds and obliges itself that it will:-

- (a) Pay all rates and taxes which may be imposed in respect of the right of servitude and other rights hereby granted to National Grid ;
- (b) Exercise the said servitude and other rights hereby granted in such manner as to do as little damage as possible to the said land;
- (c) Make good to the reasonable satisfaction of the Grantor any damage to the said land all buildings erections and all other property of the Grantor thereon caused by the exercise of National Grid of the said servitude and other rights. National Grid may at its option in lieu of making good any such damage compensate the Grantor therefore;
- (d) Keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of National Grid or its servant or agent in connection with the exercise of the said servitude and other rights.

3. THE GRANTOR HEREBY AGREES with National Grid and binds and obliges itself (in order to burden the said land and every part thereof in all time coming) as follows:

- (a) That an adequate working strip along the route of the said works will be afforded to National Grid during the construction of the said works and thereafter for the purpose of the maintenance, cleaning, repair, renewal, inspection, removal replacement and rendering unuseable of the said works;
- (b) That no tree or large shrub will be planted within an area of metres on either side of the centre line of said works; and
- (c) Not without the written consent of National Grid to erect or install any building or structure in through upon or over any part of the said land within metres of the centre line of the said works nor to carry on or permit to be carried on any activity which may interfere with the said works or obstruct access thereto or materially reduce the depth of soil above the said works.

Subject to Contract.

4. IT IS HEREBY CERTIFIED that the transaction hereby affected 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 of value of the consideration exceeds Sixty thousand pounds.
5. WITH ENTRY as at _____ notwithstanding the date or dates hereof;
6. AND the Grantor grants warrandice:

IN WITNESS WHEREOF

Subject to Contract.

SCHEDULE to the MINUTE OF AGREEMENT between the Grantor and National Grid

ALL and WHOLE that area of land situated

Subject to Contract.

MINUTE OF AGREEMENT

Incorporating DEED OF SERVITUDE

Grant for a main crossing land other than graded agricultural land

(National Grid Lay)

(Deed 7a)

Subjects:

Subject to Contract.

7b. Tripartite Grant for a main crossing land other than graded agricultural land
(**Non National Grid Lay**)(Version CL 7b 17.09.2002)

1. Introduction

This is the tripartite form of deed of grant which must be used by third parties laying pipelines (intended to be transferred to National Grid Gas plc) across land other than agricultural land.

Variations are not permissible except with the express consent in writing of National Grid Legal.

In the circumstances of a particular case National Grid may require additional or amended provisions.

Subject to Contract.

2. *7(b). Tripartite Grant for a main crossing land other than graded agricultural land
(Non National Grid Lay)
(Version CL 7b 17.09.2002)*

MINUTE OF AGREEMENT

incorporating

DEED OF SERVITUDE

Between

[]

(hereinafter with their successors called “the Grantor”)

OF THE FIRST PART

and

NATIONAL GRID GAS PLC, incorporated under the Companies Acts (Company Number 2006000) and having their Registered Office at 1-3 Strand, London WC2N 5EH (hereinafter with their successors called “National Grid ”)

OF THE SECOND PART

and

[]

(hereinafter with their successors called “the Covenantor”)

OF THE THIRD PART

WHEREAS the Grantor is the infert/uninfert proprietor of the land at [insert rough geographical description] described in the First Schedule hereto (hereinafter called “the said land”) through which the gas pipe and ancillary apparatus (if any) hereinafter referred to is to be laid by the Covenantor (with the intention of transferring the said gas pipe and ancillary apparatus to National Grid) and has agreed to grant the rights hereinafter mentioned to the Covenantor and National Grid .

NOW THEREFORE it is HEREBY agreed between the parties as follows :

1 GRANT OF SERVITUDE

IN consideration of the sum of £ now paid by the Covenantor to the Grantor, the receipt whereof the Grantor hereby acknowledges and of the prestations and others on the part of the Covenantor and National Grid hereinafter contained, the Grantor hereby GRANTS and DISPONES to:

- (a) the Covenantor the right to lay erect, construct and use the gas pipe and ancillary apparatus (if any) or any part thereof (hereinafter referred to as “the said works”) in through upon and over the said land in the approximate position indicated by a red line on the plan annexed

Subject to Contract.

and executed as relative hereto (hereinafter referred to as “the plan”) and to carry out any reinstatement of the said land consequential thereto AND ALSO full right and liberty for the Covenantor and all persons authorised by it from time to time and at all reasonable times during the said laying erection construction use and reinstatement to enter upon the said land for all or any of the purposes aforesaid and to exercise also the special rights (if any) specified in the Second Schedule annexed and executed as relative hereto.

- (b) to the intent that the servitude and other rights hereby granted shall be appurtenant to the gas undertaking of National Grid , to National Grid an heritable and irredeemable right of servitude and tolerance to connect, use (including use for the transmission of gas) maintain clean repair renew inspect remove replace and render unuseable the said works in through upon and over the said land AND ALSO full right and liberty for National Grid and all persons authorised by it from time to time and at all reasonable times hereafter to enter upon the said land for all or any of the purposes aforesaid;; PROVIDED that the said servitude shall not become operative and enforceable against the Grantor until such time as the said works have been completed by the Covenantor and with National Grid 's agreement the ownership thereof has been transferred to National Grid PROVIDED FURTHER that if the said works have not been completed and with National Grid 's agreement transferred to National Grid within five years of the date of this deed of grant then the servitude rights hereby granted to National Grid and the obligations given both by and for the benefit of National Grid shall cease and be of no effect as if the same had never been given.

2. The servitude and other rights hereby granted are so granted with and under the following real burdens, conditions and obligations, namely **National Grid HEREBY AGREES** with the Grantor and binds and obliges itself that it will:-

- (a) Pay all rates and taxes which may be imposed in respect of the right of servitude and other rights hereby granted to National Grid ;
- (b) Exercise the said servitude and other rights hereby granted in such manner as to do as little damage as possible to the said land;
- (c) Make good to the reasonable satisfaction of the Grantor any damage to the said land all buildings erections and all other property of the Grantor thereon caused by the exercise by National Grid of the said servitude and other rights. National Grid may at its option in lieu of making good any such damage compensate the Grantor therefor;
- (d) Keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of National Grid or its servant or agent in connection with the exercise of the said servitude and other rights.

PROVIDED THAT these obligations shall not be operative or enforceable against National Grid until such time as the Covenantor shall have completed the said works and with National Grid 's agreement transferred ownership thereof to National Grid :

3. **THE GRANTOR HEREBY AGREES** with National Grid and the Covenantor and binds and obliges itself (in order to burden the said land and every part thereof in all time coming) as follows:

- (a) That an adequate working strip along the route of the said works will be afforded to the Covenantor during the construction of the said works and thereafter to National Grid for the

Subject to Contract.

purpose of the maintenance, cleaning, repair, renewal, inspection, removal replacement and rendering unuseable of the said works;

- (b) That no tree or large shrub will be planted within an area of metres on either side of the centre line of said works ; and
- (c) Not without the written consent of National Grid to erect or install any building or structure in through upon or over any part of the said land within metres of the centre line of the said works nor to carry on or permit to be carried on any activity which may interfere with the said works or obstruct access thereto or materially reduce the depth of soil above the said works.

4. THE COVENANTOR HEREBY AGREES and binds and obliges itself as follows with :

(1) The Grantor and National Grid

- (a) To pay all rates and taxes which may be imposed in respect of the servitude and other rights hereby granted to the Covenantor;

(2) The Grantor

- (a) To make good to the reasonable satisfaction of the Grantor any damage to the said land, all buildings, erections and all other property of the Grantor thereon caused by the exercise of the servitude and other rights hereby granted to the Covenantor;
- (b) To exercise the said servitude and other rights in such manner as to do as little damage as reasonably possible to the said land;
- (c) To keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of the Covenantor or its servant or agent in connection with the exercise of the said servitude and other rights for a period of five years from the date of this Grant;

(3) National Grid

- (a) To keep National Grid indemnified for a period of five years from the date of transfer of the said works to National Grid against all actions, claims, costs, expenses and demands (including without prejudice to the generality of the foregoing legal surveyor's and other agents fees reasonably incurred in dealing with such claims and demands) and whether arising before or after the said date of transfer by reason of the act or default of the Covenantor or its servants agents or contractors in connection with the exercise of the easements and rights granted by the Grantor pursuant to clause 1 (a) above and the Covenantor's obligations and indemnities in this clause 4.

PROVIDED that National Grid shall not settle or compromise any such action, claim, cost, expense and demand without the prior consent of the Covenantor (such consent not to be unreasonably refused or withheld) **PROVIDED FURTHER** that the Covenantor will (in addition to the aforesaid indemnity and if so requested by National Grid) undertake the conduct of such claim or demand and dispose thereof on reasonable terms with all reasonable expedition and due diligence and if National Grid so requires in such manner as National Grid may at its option reasonably determine **PROVIDED FURTHER** that the Covenantor will at its own cost and expense provide National Grid with all such information, evidence, plans and drawings relating to its carrying out of the said works as

Subject to Contract.

National Grid shall reasonably require to enable National Grid to deal with or dispose of such action claim or demand.

- 5 **IT IS HEREBY CERTIFIED** that the transaction hereby affected 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
- 6 **WITH ENTRY** as at _____ notwithstanding the date or dates hereof;
- 7 **AND** the Grantor grants warrandice:

IN WITNESS WHEREOF

Subject to Contract.

**FIRST SCHEDULE to the MINUTE OF AGREEMENT between, [the Grantor], National Grid
and [the Covenantor]**

ALL and WHOLE that area of land situated

Subject to Contract.

**SECOND SCHEDULE to the MINUTE OF AGREEMENT between, [the Grantor], National
Grid and [the Covenantor]**

SPECIAL RIGHTS OF THE COVENANTOR

Subject to Contract.

MINUTE OF AGREEMENT

incorporating DEED OF SERVITUDE

Tripartite Grant for a main crossing land other than graded agricultural land

(Non National Grid Lay)

(Deed 7b)

Subjects:

1999
PXM.AJS.T0578.187

66 Queen Street Edinburgh EH2 4NE
Tel 0131 226 4771 Fax 0131 225 3676 DX ED58 Email maildesk@todsmurray.co.uk

Subject to Contract.

ENGLAND AND WALES

4. LEASE FOR SITES FOR ABOVE GROUND OR MINOR ANCILLARY APPARATUS

8(a) Lease (e.g. above ground governors or telemetry equipment)

(Version CL 8a 17.09.2002)

1. Introduction

National Grid 's preference is that sites required for above ground equipment such as governors should be on a freehold basis and transferable. If a freehold interest cannot be agreed this form of lease would normally be acceptable to National Grid for small installations such as governor sites and telemetry equipment.

The lease must be procured at a premium for a term of at least 60 (sixty) years and not involve the payment of rent other than a peppercorn.

Subject to Contract.

2.

8(a) Lease (e.g. above ground governors or telemetry equipment)(Version CL 8a 17.09.2002)

LEASE

Between

(who and whose successors in the ownership of the subjects hereby let are hereinafter referred to as

"the Landlords") of the first part

and

NATIONAL GRID GAS PLC, incorporated under the Companies Acts and having their Registered Office at 1-3 Strand, London WC2N 5EH, (who or whose successors in the right of occupancy under

this Lease are hereinafter referred to as "the Tenants" which expression shall, when the context so

requires or admits include permitted assignees or sub-tenants) of the second part

WHEREAS the Landlords have agreed to let and the Tenants have agreed to take on Lease ALL and WHOLE (which subjects hereby let are hereinafter referred to as "the Subjects") and the subjects form part and portion of ALL and WHOLE

NOW THEREFORE the Landlords and the Tenants have agreed and do hereby agree as follows:-

1 **The Term**

This Lease shall endure for a period from the day of (which is hereby declared to be the date of entry hereunder notwithstanding the date or dates hereof) until the day of .

2 **Rent**

Subject to Contract.

The Tenants bind and oblige themselves to pay to the Landlords the rent of ONE POUND (£1.00) Sterling per annum if asked exclusive of Value Added Tax from and after the said date of entry beginning the first payment on the said date of entry for the succeeding year and continuing the payment of the said rent yearly in advance on the anniversary of the date of entry during the currency of this Lease. No Value Added Tax will be payable in respect of the rent. The Landlords warrant that they have not elected to waive exemption from liability to Value Added Tax in relation to the Subjects and undertake that during the term the Landlords will not waive their exemption from liability to Value Added Tax.

or

In consideration of the grant of this Lease the Tenants bind and oblige themselves to pay to the Landlords a grassum of (£) STERLING. No Value Added Tax will be payable in respect of the grassum.

3 **Tenants to pay Outgoings**

The Tenants shall pay, from and after the date of entry during the currency of the Lease and free and relieve the Landlords of all public, parochial and local burdens, rates, charges and assessments imposed or to be imposed and due or to become due in respect of the Subjects and that by virtue of any rule of law in force or to be enacted, notwithstanding that any such burdens and assessments may not have been in contemplation of the parties at the time of entering into this lease.

4 The Tenants will indemnify the Landlords against all actions, claims, demands and others which may be brought or made against them arising directly from the Tenants occupancy of the subjects except such as may arise from the fault or negligent act or omission of the Landlords their servants, agents, employees and contractors or anyone else the Landlords are responsible for at law.

5 **Permitted Use**

Subject to Contract.

The Subjects shall be used for the purposes of a Gas Governor installation and all ancillary apparatus and ancillary purposes in connection with the Tenants business of supply and transmission of gas and for no other purpose whatever without the prior written consent of the Landlords which consent shall not be unreasonably withheld or delayed. The Tenants will be responsible for obtaining all necessary consents, permissions, and licenses in connection with their occupational use of the Subjects including any necessary planning permissions, building warrants or any other necessary permissions or approvals required in connection with their occupation and use of the Subjects.

6 **Maintenance**

The Tenants shall maintain the Subjects so far as unbuilt on in a neat and tidy condition and free from litter. The Tenants shall maintain any buildings erected on the Subjects in a state of good repair.

7 The Tenants shall, at their own expense, erect and thereafter maintain a fence or other necessary boundary walls around the Subjects to a reasonable standard. The Tenants will be allowed access at all reasonable times to the fence or other boundary walls to enable them to carry out such maintenance.

8 **Servitude Rights of Access for Pipes and Prohibitions in Planting and Building**

The Subjects shall include (a) an heritable and irredeemable servitude right of pedestrian and vehicular access over the route shown coloured on the plan annexed and executed as relative hereto which access route shall be maintained to a reasonable standard by the Landlords and (b) a right of wayleave along the lines shown coloured and marked on the said plan for the purposes of laying, inspecting, maintaining, protecting, using, repairing, renewing, replacing or rendering unusable gas pipes during the currency of the Lease together with all necessary rights of access thereto declaring that The Landlords undertake that throughout the currency of this Lease they shall not build or otherwise erect nor permit to be built or otherwise erected any building on or over or other construction of whatsoever nature whether permanent or temporary within three metres on either side of the said pipes. And in addition the Landlords shall not plant, grow, cultivate or permit to grow any

Subject to Contract.

trees, shrubs, bushes or other plants or vegetation over the said gas pipes or within a distance of three metres on either side of the gas pipes without the prior written consent of the Tenants which consent shall not be unreasonably withheld.

9 **Termination**

At the termination of this Lease the Tenants bind themselves to flit and remove from the Subjects their goods, gear and effects so far as moveable and leave the Subjects in a clean and tidy condition to the reasonable satisfaction of the Landlords.

10 **Arbitration**

Any dispute arising between the Landlords and the Tenants as to the meaning, intention or operation of this Lease or as to any question arising directly or indirectly thereupon shall be referred to a single arbiter to be mutually chosen by the Landlords and the Tenants or failing agreement to be nominated by the Sheriff Principal of and the decision of such an arbiter shall be final and binding on the Landlords and the Tenants. The expenses incurred shall be shared equally between the Landlords and Tenants or as Arbiter directs.

11 **Obligation**

The Tenants will be entitled to assign the lease in whole or in part or to grant Sub-Leases of the whole or part of its interest in the Subjects with the consent of the Landlords which consent shall not be unreasonably withheld or delayed and in particular the Landlords shall grant consent where the Assignment or Sub-Let by the Tenants is necessary to allow them to carry out their statutory duties.

12 **Cost**

The Tenants and the Landlords shall each bear their own costs, charges, expenses and outlays in relation to the negotiation and preparation of this lease.

13 **Warrandice**

Subject to Contract.

The Landlords grant warrandice.

14 **Agreement to Lease**

We certify that this Lease is not a Lease which gives affect to an agreement for Lease as interpreted by the Inland Revenue in terms of the Guidance Note dated Thirtieth June Nineteen hundred and ninety-four referring to Section 240 of the Finance Act 1984.

15 **Registration**

We consent to registration of these presents for preservation and execution: IN WITNESS
WHEREOF

REGISTER on behalf of the within named NATIONAL GRID GAS PLC in the REGISTER for the
COUNTY of.

WS Edinburgh
Agents

Subject to Contract.

LEASE

between

and

NATIONAL GRID GAS PLC

Subjects:

2001
PXM.

Subject to Contract.

SCOTLAND

SECTION 2.

UNDERTAKINGS FOR PIPELINES CROSSING AGRICULTURAL LAND

**Schedule of Conditions in
Respect of Pipeline Works**

**REVISION JANUARY 2000
(Diameter and Termini of Pipeline)**

.....Pipeline

INTRODUCTORY NOTE

BG plc came into being as part of the implementation of the Gas Act 1986. This Act transferred the assets and liabilities of the British Gas Corporation to British Gas plc and subsequent thereto with changes in name to BG plc (effective 17 February 1997) to BG National Grid plc (effective 13 December 1999) to Transco plc (effective 23rd October 2000) and now to National Grid Gas plc (National Grid) (effective 10th October 2005). National Grid is now licensed to be a gas transporter with the statutory duties and powers set out in the Act as amended by the Gas Act 1995.

The transfer of assets to National Grid meant that National Grid became owner of and responsible for the entire pipeline system that had been created over many years including the pipelines laid by BG National Grid plc and its predecessors in agricultural land in accordance with agreements with the National Farmers Union, the Country Landowners Association, the National Farmers Union of Scotland and the Scottish Landowners' Federation under the authority of the Gas Acts of 1948, 1972, 1986 and 1995.

The statutory duties and powers placed upon National Grid by being authorised to be a public gas transporter pursuant to a licence granted under Section 7A(1) of the Gas Act 1986 it has the general duty as a public gas transporter as respects each authorised area of his under (Section 9(1) of the Gas Act 1986) as amended by Schedule 3 Section 3 of the Gas Act 1995:

- (a) to develop and maintain an efficient and economical pipeline system for the conveyance of gas; and
- (b) subject to paragraph (a) above, to comply, so far as it is economical to do so, with any reasonable request for him to connect to that system, and convey gas by means of that system, to any premises.

National Grid has the duty under Section 10(1) of the Gas Act 1986 as amended by Schedule 3 Section 4 of the Gas Act 1995 to connect certain premises in an authorised area of public gas transporter which

- (a) are situated within 23 metres from a relevant main of the transporter; or
- (b) could be connected to any such main by a pipe supplied and laid, or proposed to be supplied and laid, by the owner or occupier of the premises.

Subject to Contract.

As a public transporter, National Grid has powers to acquire land by agreement or may be authorised by the Secretary of State, to purchase compulsorily any land including rights over land (the Gas Act 1986) Section 9(3) and Schedule 3.

Following the Gas Act 1986 as amended by the Gas Act 1995, National Grid enters into this Agreement as a public gas transporter. The background context is the same as in all the previous editions of this Agreement.

UNDERTAKING

National Grid Gas plc ("National Grid ") will ensure that in the execution of the works or any subsequent works the following undertakings relating to farming and allied matters are strictly observed.

1. The works shall throughout be executed under the supervision of an Engineer acting on behalf of National Grid who will make available a reasonable number of suitable persons to undertake agricultural liaison and to maintain contact with the owners and occupiers along the route of the pipeline. The owner and occupier will be informed of the name, address and telephone number of the person to whom enquiries may be addressed. National Grid will accept responsibility for the actions of its Contractors and of its sub-contractors and of all persons employed in connection with the works, except for actions carried out expressly at the request of the owner or occupier. Owners and occupiers of land along the route of the pipeline are asked not to negotiate with or approach any party other than National Grid's Engineer or his representative.

2. **WORKING WIDTH**

The working width is an area of land required for a specified period in addition to the servitude width which will be indicated on the consent forms and the plan attached to the Record of Condition.

The Working Width shall be not more than 45 metres. It shall be for access for all purposes associated with pipeline construction works including access to third parties land affected by the pipeline works. In special circumstances, such as, for example, at road, rail, river and canal crossings, additional width will be required and will be specified in the Record of Condition referred to in paragraph 5 hereof.

As soon as reasonably possible after the works are handed back to the occupier, National Grid shall supply the owners and occupiers with a drawing showing the position of the completed servitude strip. The scale of the drawings shall be at the discretion of National Grid

3. **COMMENCEMENT OF WORK**

Notice of intention to commence work shall be given to the owners and occupiers of land along the route of the pipeline before entry is made on such land. The notice shall be as long as is reasonably practicable. The work shall, so far as it is possible, be carried out in accordance with a programme of which the occupier shall be kept informed.

4. **WINTER WORKINGS**

National Grid will wherever practicable achieve pipeline construction in the period Spring (when ground conditions permit) to 31 October, and will use all reasonable endeavours to plan its acquisition and construction programme in order to comply with this timescale. The owner and occupier will be informed of the start and finish dates of the planned programme of work. Exceptionally, occasions may arise where owing to unforeseen construction difficulties which are

outside National Grid control (for example severe weather, non delivery of materials, or industrial action) which lead to delays or a need to complete works after 31 October. Where such circumstances arise the owner and occupier will be consulted on the options (for example, special methods of working or a delay in the final restoration to when suitable ground conditions permit) and kept fully informed of the revised programme.

5. **RECORD OF CONDITION**

Before entry to construct the pipeline (but not for pre-construction drainage works) is taken, National Grid will, if requested, prepare and supply to the occupier and owner at its own expense, a record of the condition of any affected property for agreement with the owner or occupier.

6. **TIMBER**

Trees shall only be removed within the working width after consultation between National Grid and the owner and occupier and all timber shall remain the property of the timber owner or be cut and disposed of in accordance with the reasonable requirements of the timber owner. Where timber is cut and disposed of National Grid will compensate the owner for any loss thereby reasonably incurred by the timber owner.

7. **FENCING**

7.1 **The Working Width**

Fences, lights and guards shall be provided as necessary for the protection of members of the public and animals and to avoid trespass. Unless otherwise agreed with the occupier, the method of fencing the working width shall be a fence adequate for the purpose of excluding any stock kept on adjoining land and, where no such stock is kept, posts and ropes, wires or tape shall be used. All temporary fencing shall be maintained in position during construction work and thereafter (unless otherwise agreed with the occupier) until reinstatement and shall then be removed. Generally the fencing is abandoned, for the farmer to remove at his own cost and use as he wishes. National Grid will exercise all reasonable care and undertake all reasonable measures to ensure that all working areas and access(es) are made secure from entry by trespassers.

7.2 **Reinstatement of field and farm boundaries**

Fences, walls and hedges will be replaced with proper materials in each case. As an illustration of such reinstatement, where required by the owner or occupier, hedges will be replaced by quicks protected by suitable fencing. National Grid, where reasonably practicable, will maintain any replanted hedge until it is established and effective.

8. **PIPELINE UTILISING EITHER "TRENCHLESS" or "NARROW TRENCHER" METHODS**

Where the pipeline is to be laid utilising either the "trenchless" technique or the "narrow trencher" method, the provisions of paragraphs 7.1 and 14 shall be modified so as not to impose upon National Grid any obligation either to fence the working area or to set aside the top soil. Notwithstanding this, the enduring liabilities of National Grid are not affected.

9. **SOIL PESTS AND DISEASES**

National Grid, in conjunction with owners and occupiers directly affected by the pipeline operations, will take such reasonable precautions as may be necessary to avoid the spreading of soil borne pests and diseases such as are prescribed by the Scottish Office Agricultural and Fisheries Department in its circular "Preventing the spread of Plant and Animal Diseases" and will

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also take reasonable precautions against any soil borne pests and diseases as advised to them by any owner or occupier prior to entry.

10. **STRAYING STOCK**

National Grid will, after consultation with the occupier, take all necessary precautions to prevent the straying of livestock and will compensate the owner/occupier or owner of such livestock for all injury, death, loss, damage or claim arising where such straying is due to any act or omission on the part of National Grid following production of a report from a veterinary expert.

11. **BRIDGING**

Wherever an access is obstructed by National Grid's excavations, proper and adequate temporary bridging of the trench of the pipeline shall be provided and also any bridging that may reasonably be required to provide any alternative access.

12. **PROTECTION AND REINSTATEMENT OF SERVICES**

If any existing services are affected by the works, National Grid will take all reasonable steps to reinstate the services to their condition immediately before the works commenced. National Grid will take reasonable steps to permit the provision of any new or improved access or water supply pipe and drains reasonably required after the execution of the works.

13. **PROTECTION OF WATER SUPPLIES**

All necessary precautions shall be taken to protect all watercourses and water supplies against pollution. All proper steps will be taken to reduce to the minimum any interference with water supplies.

14. **SOILS**

In the course of excavation, all top soil shall so far as reasonably possible be kept separate and top soil and sub-soil shall be replaced carefully after the completion of pipeline construction operations. All cultivated lawn turf shall be carefully cut, rolled and stacked and carefully reinstated or replaced with turf of a similar quality in accordance with good agricultural practice.

15. **DEPTH OF PIPELINE**

The pipeline shall be laid to contour with a depth of cover of not less than 1.1 metres from the original surface to the top of the pipeline except where necessary for good engineering reasons and with the agreement of the owner and/or occupier, such agreement not to be unreasonably withheld or delayed. The pipeline will generally be laid so as to avoid as far as possible continued interference with normal agricultural operations.

16. **TRIAL HOLES**

Trial holes in advance of the work where necessary shall be opened only after consultation between the occupier and the Engineer. The methods of carrying out the work will be such as to cause the least practicable disturbance to the occupier and National Grid shall pay appropriate compensation for any damage or disturbance caused.

17. **SUPPORT OF STRUCTURES**

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Temporary underpinning, supports and other protective measures for buildings, structures and apparatus in or adjacent to the trench shall be of proper design and sound construction and shall be securely placed to the reasonable satisfaction of the owner or occupier and of the Engineer.

18. **DITCH CROSSING**

Where the pipeline crosses below a ditch or stream it shall be protected by 150 millimetres of concrete and located at such a depth as to provide at least 300 millimetres cover from the true cleaned bottom of the ditch or stream to the top of the concrete. All ditches, open drains or watercourses interfered with by the pipeline shall be maintained in effective condition during construction and finally restored to as good condition as before the commencement of works.

19. **SPORTING RIGHTS**

National Grid will take all reasonably practicable steps to protect fishing and sporting rights and will pay compensation for any loss or damage to such rights arising out of the construction of the works.

20. **POACHING AND DOGS**

National Grid will advise contractors that their employees should not carry out poaching nor bring dogs on the working areas except as may be necessary for security or other reasonable purposes

21. **LAND DRAINS**

Particular care shall be taken to ensure that the minimum amount of damage or disturbance to land drains is caused and, where practicable, the pipeline shall be laid to run below the level of the land drain.

In most cases, the laying of new drains will be required to keep the affected and adjoining land of the owner and/or occupier in good order. In all cases the working width will be restored on completion.

The methods to be employed in repairing damage to field drainage systems and/or any additional drainage work which may be deemed necessary, shall be agreed with the owner and/or occupier as appropriate and failing agreement will be referred to an expert acceptable to both parties. Where possible, plans of any existing drainage schemes should be made available.

It is National Grid's policy that where proven to be required to secure the integrity of the drainage system to facilitate the construction of pipeline, header drains (cut off drains) will be installed before construction begins.

The position of all land drains cut by or disturbed during excavation shall be prominently marked by pegs at both sides of the trench and immediately following their location.

In cases where land is not let on a fully secure Agricultural Tenancy, agreements on repairs and reinstatement will involve the owner.

After the gas pipe has been laid, National Grid will undertake to carry out all remedial and new drainage works as agreed between National Grid and the occupier or owner as appropriate. The timing of these works to be discussed and agreed between National Grid and the occupier.

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If, in carrying out subsequent operations, hand digging is reasonably required to secure the integrity of the pipeline, National Grid will, subject to prior agreement, reimburse reasonable and proper costs of so doing.

The Deed of Servitude will include a clause setting out the responsibilities of National Grid for land drains.

22. **REINSTATEMENT OF ROADS**

Private roads and footpaths shall be permanently reinstated to a condition equivalent to that subsisting before the commencement of the works to the satisfaction of the owner or occupier.

23. **ACCESS TO WORKING STRIP**

Any access required to the working strip for the purpose of carrying out the works otherwise than along the strip itself shall be the subject of separate negotiation and payment.

24. **REINSTATEMENT OF LAND**

24.1 Agricultural land shall be reinstated to a condition as near as reasonably practicable to that subsisting before the commencement of the works to the reasonable satisfaction of the owner or occupier. Additional top soil and cultivated lawn turf shall be provided as reasonably required. The top soil of agricultural land shall be left in a loose, friable and workable condition to its original full depth and over the whole working width. If the owner or occupier so requires, sub-soil to an appropriate depth, normally not less than 300 millimetres shall be loosened with an agricultural cultivator where the top soil has been removed.

24.2 Voluntary remedial plans for reinstatement - Where continuing crop loss occurs year after year, National Grid may approach the owner or occupier to discuss a voluntary agreement to enter a remedial plan for reinstatement. A voluntary remedial plan for reinstatement shall be prepared following agreement between both parties (or land agents, representatives or advisers) and will contain sufficient detail of outstanding work, including a valuation of costs to do the work, which is required to restore the land. By agreement between National Grid and the owner or occupier National Grid will either do the work set out in the plan or pay the owner or occupier the agreed sum to do the same (either in a lump sum or phased payments following completion of certain works). Several reviews will take place throughout a voluntary remedial plan with a view ultimately to confirming completion of the agreed remedial works. Notwithstanding the above the enduring liabilities of National Grid shall remain in place.

24.3 The reasonable professional charges of properly qualified land agents, surveyors or factors in assessing and settling a voluntary remedial plan for reinstatement will be met by National Grid .

25. **ANCILLARY APPARATUS**

It is not anticipated that it will be necessary to install any apparatus (other than marker posts) above ground, but any such apparatus so installed shall, wherever practicable, be sited by agreement between the landowner or occupier and the Engineer and, in the event of interference with agricultural operations occurring, extra compensation shall be negotiated. As far as is practicable, marker posts shall be sited in or adjacent to hedges or fences. Marker posts and apparatus should not be treated with any substance toxic to livestock.

26. **CATHODIC PROTECTION**

Subject to Contract.

Where the pipeline is cathodically protected against corrosion, all buildings and structures likely to be affected shall be suitably protected provided reasonable facilities are given for this to be done.

27. INSPECTION AND MAINTENANCE

Except in case of emergency, notice shall, where practicable, be given to the occupier of any subsequent entry for purposes of maintenance or inspection of the pipeline. Wherever practicable the occupier shall be consulted as to the means of access necessary to carry out such works. Such works shall be suspended or restricted to comply with any requirements of the Scottish Office Agricultural and Fisheries Department and the occupier if the area is declared infected on account of foot and mouth disease, fowl pest, swine fever, brucellosis or other notifiable disease. National Grid may wish to have the route inspected approximately twice a year and all representatives of National Grid entering on land for the purpose of inspection, maintenance or executing the works or any subsequent works will carry and produce on request adequate means of identification.

28. COMPENSATION FOR DAMAGE

- 28.1 All claims in respect of damage shall be referred to mediation, expert witness determination or arbitration if they are not agreed. If no sum has been determined within three months of the making of a claim National Grid may, without prejudice to the final settlement or determination of the matter, make such payment on account as it considers reasonable.
- 28.2 Where an occupier of land during the pipeline construction and on the route of the pipeline spends time properly on work in connection with pipeline operations on his land, reasonable and proper compensation will be paid.
- 28.3 The owners and occupier's payments are for the early return of the consent forms within the requisite period specified in the offer letter and is also for the extra time and trouble incurred by the owner and occupier as a result of his dealing with negotiations relating to the laying of the pipeline, attending meetings and site inspections prior to construction.

29. VOLUNTARY DISCHARGE OF National Grid Gas plc OBLIGATIONS

The landowner and National Grid may ask the other to agree a full and final discharge of National Grid's obligations referred to in clauses 2.2 and 2.7 of the Grant of Servitude, in particular with regard to restoration (see attached guidelines) in consideration of a sum to be paid to the landowner. This is a voluntary matter and likely to be considered when restoration has been concluded in accordance with a jointly agreed and managed programme. Following agreement, a form of discharge covering this (see draft form DIS-F) shall be attached to the Grant of Servitude. The discharge would only relate to all previous works undertaken by National Grid and would not affect the position in respect of subsequent works.

30. SUBSEQUENT PLANNING CONSENTS

Provision is made in the Deed of Servitude for the payment of additional compensation if National Grid's works prevent the owner from putting a planning permission into effect or it is shown that but for the said works such permission might reasonably have been expected to be granted. The presence of the pipeline may affect the planning application process and National Grid will endeavour to assist owners to enable development in such a way that it can take place without affecting the pipeline. These cases can be extremely complex and National Grid's approach is to deal with them individually. Even if the proposals are affected by the presence of the pipeline, the difficulties may be reduced or eliminated following discussions with National

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Grid. In order to assist you in this matter, it is advisable to raise the issue with your professional adviser and/or respective farmers or landowners organisation.

Where a development is refused because of HSE guidelines and cannot be resolved by negotiation with National Grid, the Deed of Servitude makes provision for compensation or the diversion of or reinforcement works of protection for the pipeline.

31 **MINERALS**

An adaptation of the mining code laid down by Part II of the Mines (Working Facilities and Support) Act, 1923, will be incorporated in the Deed of Servitude, so that if Planning Permission is given to work the minerals under or near the pipeline, then National Grid will be able to decide whether to serve a minerals counter notice to prevent the extraction of those minerals and if so this will enable the minerals owner and the royalty owner to obtain compensation for their loss.

There is a formal procedure applicable to the Mining Code which has to be gone through. If you fail to follow it, your rights may be prejudiced. Please take professional advice.

32 **FOSSILS AND OTHER ARTICLES OF VALUE**

During the course of work and the exercise of the rights granted to National Grid, fossils, coins or other articles of value may be discovered. As between the Landowner and National Grid (including its contractors and sub-contractors), National Grid regards such objects as being the property of the Landowner and will make appropriate provision in any contract with the contractors and impose a similar duty in respect of contracts entered into by contractors with sub-contractors. National Grid (and its contractors and sub-contractors) will make reasonable efforts to comply with the reasonable requirements of the Landowner with respect to such objects provided that the Landowner shall pay all costs reasonably incurred by National Grid in so doing.

33 **PROFESSIONAL CHARGES**

On receipt of a signed consent form, formal documents will be drawn up by and at the cost of National Grid who also will pay the reasonable and proper professional charges of solicitors for completion of the deed of servitude. However, if such charges are in dispute they will be settled by joint application on behalf of the Landowner and National Grid for a remuneration certificate from the Law Society or an order for taxation.

National Grid will pay the reasonable charges of properly qualified land agents, surveyors or factors as they may reasonably incur in connection with the grant of the servitude. Fees will be paid according to Table E Ryde's Scale 1996 based on the aggregation of (where applicable) the consideration payable for the servitude, the occupiers and owners payments and the adjusted claim for compensation in respect of losses/damages incurred. Where a claim for damage is referred to arbitration, the costs of a reference and the award shall be as determined by the arbitrator.

National Grid will pay the reasonable fees of the land agent, surveyor or factor based on a proportion of Table E of Ryde's Scale 1996 in assessing and settling the claims for loss or damage where necessary in respect of the second and subsequent years.

34 **CONTINUATION OF NORMAL FARMING**

Ordinarily, unless otherwise directed, National Grid advises the occupier not to change their normal agricultural operations just because of the possibility of National Grid undertaking pipeline works in accordance with the arrangement set out in this documentation.

35 **SET ASIDE AND OTHER LIKE PAYMENTS**

Provided that the owner and/or the occupier produces to National Grid copies of the Area Aid application or other such relevant documentation under the Integrated Administration and Control System as National Grid shall reasonably require, National Grid will compensate for any loss of set-aside, arable area, livestock and like payments unavoidably incurred by the owner or occupier due to National Grid carrying out or proposing to carry out works in accordance with the arrangements set out in this documentation and undertakes to use all reasonable endeavours to provide the owner and the occupier with such information as it can to enable set-aside and like payments to be obtained and further the owner or occupier shall be advised to produce to the relevant agricultural department within 10 days of entry by National Grid on to his land the form of the letter IACS-NA .

36 **CHANGES OF OWNERSHIP OR OCCUPATION**

In order to assist National Grid to carry out effective maintenance and protection of the pipeline, the owners and occupiers of land crossed by a pipeline are asked to notify National Grid of the name and address of any person to whom they grant or assign any interest in the land.

37 **PROTECTION OF THE PIPELINE**

The Deed of Servitude will contain Provisions restricting planting etc., on the wayleave width and controlling what and the manner in which things can be done over and near to the pipeline. National Grid would emphasise how important these provisions are. National Grid will carry out periodic inspection but you are asked not to do anything which is likely to damage the pipeline for example the servitude width is required to be kept clear of scrub growth and the like. National Grid does have the right to clear the wayleave strip of growth which has occurred in contravention of the Deed and will do so where necessary after first giving the occupier the opportunity to do so. Of course, this will not affect normal agricultural operations which do not affect the pipeline - again this is as recorded in the Deed. National Grid has produced a document "Guidance on Proximities for Tree Planting Near Pipelines" which gives advice and guidance on some of these matters and is available on request.

Subject to Contract.

SCOTLAND

SECTION 3

STANDARD EASEMENT WIDTHS UP TO 7 BARG

Standard Easement Widths

National Grid Gas plc's normal requirement will be a strip of land varying in width with the diameter of the pipeline which will be subject to the restriction contained in the Deed of Grant. The normal widths will be:-

36", 42" and 48" (900mm, 1060 and 1200mm) diameter	24.4 metres
30" and 24" (750mm and 600mm) diameter	18.3 metres
18" (450mm) and below in diameter below 2bar	6.0 metres
2bar –7bar	12.0 metres