

THE NORTH WESTERN ELECTRICITY BOARD

ELECTRICITY ACT, 1947.

Memorandum of Consent granted the 2nd day of February

One thousand nine hundred and eighty seven by LANCASHIRE COUNTY COUNCIL, COUNTY HALL, PRESTON

IN the County of Lancaster (hereinafter called "The Grantor")

which expression where the context so requires or admits shall include owner for the time tenant

being of the land hereinafter mentioned) to THE NORTH WESTERN ELECTRICITY BOARD (hereinafter called "The Board" as follows :—

1. The Grantor hereby gives consent subject as hereinafter mentioned :—
 - (a) To the execution by the Board of the works described in the Schedule hereto (hereinafter called "The Works") across the land owned by the Grantor situated and known as Bowgreave Rise Home for the Elderly, Bonds in the Parish of Barnacre with Bonds in the County of Lancaster and coloured Red on the Plan attached.
 - (b) To the user maintenance repair renewal inspection and removal of the works and
 - (c) To the entry on the said land at all reasonable times by the Board or their officers employees servants or agents for any of the said purposes.
2. The works shall be executed by the Board subject to the provisions of the Electricity (Supply) Acts 1882—1936 and the Electricity Act 1947 or any subsisting statutory modification thereof.
3. The works shall be executed by the Board at reasonable times and with all reasonable despatch.
4. The Board shall during the continuance of this Agreement maintain and keep the works in good repair and condition and so as not to be a danger to the Grantor or his lessees or tenants or to their property (including livestock) or employees.
5. (1) The Board shall not in the execution of the works or in their user maintenance repair renewal inspection or removal cause any unnecessary damage or injury to or except so far as may be necessary for the purposes of the works impede the free and uninterrupted user of the said land or any buildings or property of the Grantor or his lessees or tenants or employees.
- (2) The Board shall not obstruct or interfere with the use of any private road or footpath drain sewer or watercourse that may be crossed by any of the works.
6. The Board shall forthwith make good to the reasonable satisfaction of the Grantor or his lessees or tenants as the case may be any damage to the said land buildings chattels or property (including livestock) of the Grantor or his lessees or tenants caused by or arising out of the execution of the works or their user maintenance repair renewal inspection or removal and in particular the Board shall after the completion of the laying repair renewal inspection or removal of any underground cable forming part of the works fill in the ground and restore the surface as near as possible to the condition in which it was prior to the opening up thereof by the Board replacing any top soil and turf removed by the Board in the course of such opening up and restoring any land or other drainage interfered with by the Board. (See Clause 11.)
7. (a) The Board shall pay to the Grantor an annual payment according to their Schedule of payments for Wayleaves or as are or may be laid down by the Board from time to time. £1.38 (one pound and thirty eight pence)
- (b) The Annual payment of thirty eight pence under the terms of this Consent shall be paid on the 1st January in each year in advance the first payment being apportioned from the date of entry upon the said land to commence such works.
8. The Board may on giving three days notice to the Grantor lop cut or fell any tree or hedge which obstructs or interferes with or may obstruct or interfere with the works and the Board shall pay to the Grantor for any tree which may be felled by the Board such reasonable compensation as shall be mutually agreed or in the event of difference of opinion as shall be determined by arbitration. (See Clause 14.)
9. If there shall be any breach or non-observance or non-performance on the part of the Board of any of the provisions hereinbefore contained the Grantor shall notify the Board thereof in writing and if the Board fail to remedy such breach non-observance or non-performance within one month thereafter the Grantor may by notice in writing to the Board determine this Consent.

10. Subject as aforesaid this Consent shall remain in force until determined by twelve calendar months' previous notice in writing in that behalf but without prejudice to the statutory rights of the Board.
11. The Board shall at all times keep the Grantor and his tenants or occupiers indemnified against all losses damages or expenses which he or they may suffer or incur by reason or on account of any act negligence or omission of the Board their employees or servants or Agents or licensees in connection with the execution or user of the works the amount of such loss damage or expense to be determined failing agreement by arbitration.
12. Nothing herein contained shall diminish affect or interfere with the right of the Grantor and his lessees and tenants to use the said land or to work any mines or minerals therein or thereunder in as full and ample a manner as if this Consent had not been granted and in working the said mines and minerals it shall be lawful for the Grantor to withdraw vertical and lateral support from the works and the Grantor shall not be liable to pay any compensation for damage that may be caused in working the said mines and minerals provided nevertheless that any support for electric lines above ground shall be deemed to have been erected in pursuance of powers conferred on the Board by Section 22 of the Electricity (Supply) Act 1919 and the Board shall accordingly be entitled to the benefit of Section 44 (2) of the Electricity (Supply) Act 1926.
13. This Consent is granted subject to all existing leases tenancy agreements and existing rights of third parties on in over or under or affecting the said lands in respect of which the consent herein contained is given.
14. In the event of any dispute arising under or in connection with this Consent the same shall be referred for decision to an arbitrator appointed on the application of either party by the Minister of Fuel and Power which decision shall be conclusive and binding on both parties.
15. This Agreement shall supersede Document 7915 dated 24 August 1934.

THE SCHEDULE OF WORKS HEREINBEFORE REFERRED TO

One existing 'H' pole with stay supporting high voltage overhead conductors operating at a pressure of 11,000 volts, 50 hertz together with transformer apparatus operating at a pressure of 11,000/415/240 volts, 50 hertz. Existing underground service cables operating at a pressure of 415/240 volts, 50 hertz solely for the supply to Bowgreave Rise Home for the Elderly. Approximately 40 metres of trenching to accommodate low voltage underground cable operating at a pressure of 415/240 volts, 50 hertz.
In Field(s) numbered 6835 as shown on the Ordnance

Survey Sheet attached hereto.....

IN WITNESS WHEREOF the parties hereunto set their hands the day and year first before written.

SIGNED BY GORDON ARTHUR JOHNSON - DEPUTY CLERK

For and on behalf of Lancashire County Council

In the presence of

Witness	{	Signature <u>A A Pickles</u>	<u>G A Johnson</u> Grantor
		Address <u>County Hall</u>	
		<u>Preston</u>	
		Occupation <u>Local Government Officer</u>	

THE NORTH WESTERN ELECTRICITY BOARD do not under the statutes object to the conditions attached to this Consent and intend to act in pursuance of the statutory right on the terms of such consent.

DATED this ninth day of February 1987

[Signature] Secretary.
AREA SECRETARY & ACCOUNTANT

norweb

electricity

lakeland area

TITLE REINFORCEMENT LV NETWORK
GARSTANG RD, BOWGREAVE.

Area Office — Kendal

6/65-11/80

Ordnance map no.

Grid reference no.

Scale. 1:2500

Date. 24. 11. 86

PLAN No. WAYLEAVES 214.

Proposed H.V. Overhead Line shown thus:-

Existing " " " " " " ————

Proposed M.V. " " " " " " ————

Existing " " " " " " ————

Proposed H.V. Underground Cable thus:-

Existing " " " " " " ————

Proposed M.V. " " " " " " ————

Existing " " " " " " ————

Proposed Underground Earth Wire

Stays shown thus:-

Existing - - - Overhead Line to be Recovered

NORWEB ELECTRICITY
SHEETWOOD ROAD
MANCHESTER M8 8BA
LICENCE NO. NA278147
DATE 24. 11. 86REPRODUCED FROM THE ORDNANCE SURVEY
MAP OF 1:2500 WITH THE PERMISSION OF THE
CONTROLLER OF HER MAJESTY'S STATIONERY
OFFICE. CROWN COPYRIGHT RESERVED.

Playing Fields

6545
3.00Bowgreave Rise
Home for the
ElderlyExisting H pole
stayGarstang & Elmhurst CE
Primary & Infant School

Tennis Courts

Playing Fields

REF. No...3052.....

ENTERED IN
DEED REGISTER...27561.....