

# Onsite land rights needed

(to be secured by Electricity North West's Land Rights & Consents )

Where Electricity North West require land rights (ie. lease with a right of way and/or cable easement(s)) to enable us to operate and maintain assets installed by you within the developer's site, our Land Rights & Consents team will acquire the necessary land rights directly from the site owner. Please provide the site owner's contact details (including at least an email address and phone number) to enable our Land Rights & Consents team to progress the acquisition of our land rights. Our Land Rights & Consents team will subsequently instruct our solicitors to complete a legally binding agreement to record any new equipment onsite.

**Please provide the site owner's contact details (including at least an email address and phone number) to enable our Land Rights & Consents team to progress the acquisition of our land rights.**

# Offsite / third party land rights needed

(to be negotiated by the developer and Independent Connection Provider)

Please note that you and the developer will be responsible in the first instance for identifying and establishing contact with any party with an ownership interest (freehold or leasehold) in any private land offsite (ie. a third party) across which you need to install any new equipment for the developer's new connection.

Terms will then need to be agreed by you and the developer with any third party landowner(s) to grant a tripartite deed of easement to allow you to install the new equipment and for us to be able to operate, maintain, repair, inspect and renew the equipment once we have adopted it onto our network. Under the tripartite deed the developer will be responsible for indemnifying the third party landowner against any costs that may be reasonably incurred by them as a result of the installation of the new equipment. The deed may also include any consideration payable by the developer to the third party landowner, as will have been previously agreed, in exchange for the granting of the rights contained within.

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It will be necessary for you and the developer to agree basic 'Heads of Terms' for the deed of easement with the third party landowner, which include the following main terms in line with the accompanying document:

*Parties: (1) The third party landowner (2) Electricity North West Limited (3) The developer*

The third party landowner to grant a permanent easement to Electricity North West to allow us to operate, maintain, repair, inspect and renew the equipment once it has been adopted onto our network in accordance with the terms of the adoption agreement. The developer is joined into the deed as 'the covenantor', responsible for the installation of the new equipment and associated reinstatement of any affected ground.

The easement shall generally be at least two metres wide for distribution voltage cables ( $\leq 11\text{kV}$ ) and three metres wide for transmission voltage cables ( $33\text{kV} \geq$ ) (or any other width as may be required or agreed dependent on site-specific circumstances) along the route of the new installation. Where new overhead equipment is to be installed as part of the new connection, including any associated ancillary equipment and/or supports, this will be shown in the proposed position(s).

The easement route to remain open and unbuilt upon, with no alteration to ground levels.

The developer to meet all costs associated with the granting of the deed of easement by the third party landowner, including their legal and surveyors fees.

The developer to indemnify the third party landowner against any costs arising out of the installation of the equipment on their land.

Electricity North West are agreeable to granting a development ('lift & shift') clause if requested by the third party landowner, however only on condition that they commit to bear the full cost of any diversionary works Electricity North West may have to undertake as a result.

Electricity North West have fixed parameters with regard to the particular covenants between landowners and ourselves concerning indemnities. Please consult the accompanying 'Heads of Terms' document for further details.

In order for us to progress your scheme please supply the following items as soon as possible:

- ☐ Copies of the agreed 'Heads of Terms' with any third party landowner(s).
- ☐ Official copies of the registered HM Land Registry title documents for the third party landowner(s).
- ☐ The name, email address and postal address of the solicitor who will act for the third party landowner(s) and the developer.
- ☐ Local Highway Authority records where appropriate detailing the extent of the adopted public highway in relation to any new equipment.

On receipt of the above we will instruct our solicitor to complete the tripartite deed with the third party landowner and developers' respective solicitors as soon as possible.

**No new equipment should be installed across third party owned land until all necessary deeds of easement have completed and any other approvals or assents which are needed have been obtained.**

For additional guidance on the developer and Independent Connections Provider third party land rights process please visit [www.enwl.co.uk/advice-and-services/land-rights-and-consents](http://www.enwl.co.uk/advice-and-services/land-rights-and-consents)