

BJP Residential Ltd.

Chartered Surveyors, Estate Agents, Auctioneers & Valuers

104 Lammas Street, Carmarthen. SA31 3AP Tel: 01267 236363
Email: carmarthen@bjpco.com Website: www.bjpco.com

Registered Head Office: 104 Lammas Street, Carmarthen SA31 3AP. Registered in England NO. 6783306

I A R Jones BSc M.R.I.C.S., F.A.A.V
J W Morgan
J E Davies M.R.I.C.S.

Company Secretary
JW Morgan

Please Reply To: **Carmarthen Office**

16th February 2016

FAO: Mrs Katherine King

The Planning Inspectorate
3/18 Eagle Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Ms Katherine King

Subject: Brechfa Forest Connection (EN020016)

Subsequent to the hearing held on Wednesday 10th and Thursday 11th February 2016 we write to confirm that we have now received correspondence from Western Power Distribution via their Agent, Mr Nick Buxton of Bruton Knowles confirming that WPD are prepared to consider modifying and reducing the extent of the demised area required for the development. This is a significant modification to the previous stance being adopted by WPD. As late as the 4th February WPD stated that the demised area could not be modified/reduced.

I would confirm that an e mail was received on the 11th February 2016 from Nick Buxton [in purple] immediately after the DCO hearing advising

'Just to confirm that we are currently reviewing the Easement Area for each of your clients and will revert to you shortly. We consider this to be a two-way process and encourage you to become involved.'

'You also mentioned an 11kV issue with one of your clients this morning and I'd be happy to discuss this with you, as indeed I have been encouraging you for several weeks to table your client's individual concerns.'

This is the type of correspondence which provides useful and helpful engagement which has to date been very lacking and provides what I consider to be the first proper engagement from WPD addressing landowner's specific concerns. Others may differ.

BJP immediately responded [in green] *'This is very helpful. I will ring you tomorrow to discuss this in greater detail and how maybe we can come to an understanding to reduce the reasonable land area required in respect to the landowners retained property excluding the easement strip and the access requirements.*

For the record I have never suggested to any individual client that they were unable to licence out the land retained for suitable grazing agreements. This was and is not the intention of WPD and this is fully understood and appreciated by me if not by all of my clients.

[In respect to the above statement I would again add for the record that I never suggested that grazing agreements were unacceptable or could not be entered into. I have previously explained to land owners the concept of the demised area and what it would mean to the landowner and the overriding principle being that any modification to the individual land interest held would need to be agreed with WPD. I am sure the terms of the agreement could be modified by the solicitor but as the HoT document is a meaningful and effective tool, then to me advising landowner clients it felt appropriate to modify the HoT and reduce the demised area at this stage in the engagement process before the signed HoT document went across to the clients retained solicitors. The recent acknowledgement of WPD to modify and shrink the demised area would seem to support my argument. Sometimes the parties must appreciate that sometimes it is difficult to get your clients to understand a concept such as that above – as noted at the inquiry].

In respect to Mr and Mrs Evans of Nantyboncath the information concerning the 11kV line was only made aware to me this week and I have acted on it and my clients would find some further modification to the 11kV apparatus helpful.

We are now awaiting the revised plan in accordance to an e mail received from Nick Buxton WPD on the 12th February 2012 which stated *'Thanks for this, I hope that we have reached a turning point. Your summary of what we intend by way of the changes to the Easement Area is correct – we aim to remove all fields that have no access or easement requirements, but it is obviously best to review the plans individually once prepared. If this change leads to agreements then I think this is for the best for all concerned, and I'm pleased that we have been able to work together to achieve this'.*

These are positive steps which contrast considerably with the inflexible and dogmatic approach previously adopted by WPD; in particular, the lack of proper engagement and considering the application for a DCO as no more than a tick box exercise to provide a veneer of superficial engagement.

Notwithstanding the above there was a land owners meeting held on Monday the 15th of February 2016 to discuss the recent developments. Bjp have advised BK that they now have the appropriate remit to deal with other issues which affect landowners including agreeing direct agreements based on industry standard payments to agree HoTs for apparatus on the easement strip and providing permanent access channels to the easement strip.

Unfortunately, the lack of engagement and the inflexibility of WPD to engage in a meaningful manner Has left Bjp with little time to engage with WPD and negotiate the HoT document.

I would confirm that the following matters need to be resolved.

1. Appropriate landowner meetings to discuss the revised demised area required for the development. We await the revised plans to discuss with landowners.
2. WPD have accepted that they will now consider injurious affection claims in accordance to the revised documentation and revised HOT received from Bruton Knowles on the 16th December 2015. As you are aware unfortunately WPD were unwilling to modify the demised area in condition 8, which has always been the major sticking point with landowners throughout this process as so we have been unable to consider these claims until the demised area was suitably reduced.
3. I am waiting for confirmation from Bruton Knowles that they are prepared to modify the line between Messrs Reader, Penywaun and Messrs Davies based on an email sent to BK on the 16th February 2016 [copy enclosed].
4. I am awaiting confirmation that WPD will modify the 11KV line in respect to Evans, Nant y Boncath. E mail sent on the 12th February 2016 [copy enclosed].
5. Landowners have requested that all 'mature' trees be marked up so that claims can be assessed before the development in accordance to the Haliwell Principle. I am waiting for landowner feedback on this but if the principle is established then this is sufficient for the purposes of HoT signature.

I am awaiting confirmation from WPD that they will mark the mature trees in respect for example land retained by Mr and Mrs Eagle Ref: WPD/NWD/164 – pole no 127/128. Mr and Mrs Eagle and other landowners have already expressed concerns about losing specimen trees/side pruning especially mature trees. For example, there are a number of mature Redwood Conifers within Mr and Mrs Eagle retained land which we understand will be affected by the tree cutting. Mr and Mrs Eagle have confirmed an overriding objection to the H poles as they were never consulted on these changes and want a full understanding how the introduction of H poles affects the trees close to the apparatus and how many trees will need to be cut to accommodate the H Poles. Our meeting in December would have assisted the parties in understanding the concerns of the landowner but the meeting was cancelled with the landowner and Bjp being aware of the cancellation. Our client and will require a separate valuation in accordance to the Haliwell principle. The Haliwell Principle is used for cutting in areas where the trees have commercial value not for maintenance cutting as will be the case for the proposed WPD development if consented by the Inspector.

6. G James & Sons [REDACTED] - Ref: WPD/NWD/16 pole 93 require a site meeting to discuss the imposition of pole 93 after Stage 3 consultation when they did not object to the scheme as they had no poles at that time on their land. Messrs James want to know why the pole was moved onto their property when it originally sat next door on their neighbour's land. Mr James has explained that the field in question is one of his most important silage fields. He does not understand how apparatus can be put in his land without his knowledge.

7. Mrs DA Davies Llwyn-Newydd [REDACTED] - Ref: WP/NWD/164 Pole 153/154 & Mr and Mrs D & K Reader [REDACTED] [REDACTED] have written separately to WPD asking for a site specific meeting to discuss 11kV route alignment and hydrologist meeting.
8. Mr & Mrs LET Birch [REDACTED] [REDACTED] - Ref: WPD/NWD/164 [no pole – over sail only] & Mr & Ms WDI & GG Gibbon [REDACTED] [REDACTED] Ref: WPD/NWD/164 [no pole – over sail only] can agree to a simple wayleave as opposed to DOG especially now as the demised area will be considerably reduced. I have not spoken to Mrs Medland but would make the same recommendation. Existing HoT documents attached noting the extent of the demised area considered proportionate by WPD as late as last week and during the two-day inquiry.
9. The majority of Bjp clients were concerned about the demise area and back stop date but in accordance to the e mail exchange from BK these issues can be dealt with fairly quickly on receipt of revised HoTs as they are now refined to the easement area specifically.
10. Landowners must now await amended Heads of Terms and new plan drawings. Each landowner now has to make a list to suit their individual needs that need to go into the core design of the Head of Terms and resend to BJP.
11. BJP have stated that they will now be able to engage with BK and agree what BJP term 'industry standard' payments based on the linear length of the scheme affecting individual farmers and based on agreements elsewhere including Alltwalis 132kV line out from Alltwalis wind farm. Landowners with little or no linear length will be dealt on a case by case basis.

For the record and for complete transparency, I must again reiterate that engagement process adopted by WPD/Freedom has been extremely poor throughout the whole engagement period. It was difficult for me to comprehend in the Inquiry that BJP were being accused of causing trouble for the sake of it and were actively delaying the process to the detriment not only of WPD but my own clients. It was apparent at the Compulsory Acquisition Hearing and the Specific Agenda Meeting on Wednesday and Thursday that WPD through their professional advisors has advocated the view that BJP and its retained clients had and were being unreasonable and difficult in the process - thus resulting in the inability of HOT documentation being signed by the parties - much to the frustration of WPD and their professional advisors.

Although this is my first PINS procedure, I understand that the engagement process should be an open forum for landowners to express their reasoned views however skilfully put across or otherwise and place in front of the Inspector their reasoned arguments. It is also incumbent on the DNO to engage suitably qualified experts to explain the process to landowners and to attempt to explain and allay the concerns of the landowner. This has not happened in this process.

I believe my CV will demonstrate how well versed and experienced I am in these engagements [notwithstanding that this is my first PINS experience]. On each and every other Acquisition Process I have dealt with I have been provided the

appropriate professional courtesy that I would expect and have shown the same degree of professional respect. I have never been questioned in the past or my professional reputation disputed or questioned.

I have advised both the Local AM and MP that in this PINS process there has been little or no meaningful engagement up until this week. For instance, Mrs Miles was only aware of the modified 11kV line at the morning of the Inquiry itself. I have expressed these concerns to my clients Local AM and MP and both have noted BJP concerns previously in the process that WPD have not been prepared to engage fully with BJP and retained landowner clients represented by BJP.

BJP have previously provided dates on which WPD were afforded a whole week in November 2015 to engage with Freedom to express landowner's concerns. Freedom refused to engage and failed to meet landowners at specific landowner meetings.

On receipt of HOT documentation, we engaged with Bruton Knowles and notified them in a meeting with Nick Buxton our concerns pertaining to the HOT document. One of our major concerns has been the extent of the demised area considered appropriate by WPD to facilitate the development. This was one of the pillars that needed to be addressed. I am pleased that it is now being addressed by WPD who have at last recognised landowners concerns on this point. However late in the process.

Please note recent correspondence addressed to BJP landowner clients and the updated CV requested by the Inspector in respect to the writer's professional experience.

I understand on speaking to Mr Nick Buxton of Bruton Knowles on Friday 12th February 2016 that he would provide the engagement table and provide all the recorded between BK and BJP including all letters and e mails between BJP and Bruton Knowles up until deadline 5 on Thursday the 18th February 2016.

Yours sincerely

I A R JONES
BSc MRICS FAAV
BJP
104 Lammas Street
Carmarthen
SA31 3AP

BJP Residential Ltd

Chartered Surveyors, Auctioneers & Valuers

104 Lammas Street, Carmarthen, Carmarthenshire SA31 3AP Tel: 01267 236395 Fax: 01267 236344

Registered Head Office: 104 Lammas Street Carmarthen SA31 3AP. Registered in England No. 6783306

I.A.R Jones Bsc (Estate Management) M.R.I.C.S., F.A.A.V

J.W. Morgan

J. E. Davies M.R.I.C.S.

Our Ref: **IARJ/LP**

Company Secretary:

J.W. Morgan

Please Reply to: **Carmarthen Office**

12th February 2016

Ms Katherine King
Examining Authority
The Planning Inspectorate
3/18 Eagle Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Ms King

Re: - Application by Western Power Distribution (South Wales) / The Brechfa Forest Connection

UPDATED CURRICULUM VITAE AS REQUESTED BY THE INSPECTOR

A. Land Acquisition Schemes

1. A477 St Clears to Red Roses Improvement

From 2009 - 2016 [ongoing] I acted for a number of affected parties [3 in total] agreeing land compensation and accommodation works. I also lodged a discretionary blight notice and negotiated the blight notice and agreed the advance purchase of the property being necessary for the road scheme.

2. Carmarthen-Lampeter Road (A485) Road Alignment

From 1995 and 2005 I acted for a number of affected parties [16 in total] agreeing land compensation and accommodation works. I represented all retained clients at the Public Enquiry [2 in number].

3. A40 Carmarthen Eastern Bypass

From 1992 -2002 I acted for a number of affected parties [10 in total] agreeing land compensation and accommodation works. I negotiated a blight notice and agreed the purchase of affected property required for the road scheme. I represented all retained clients at the Public Enquiry

4. Carmarthen Southern Bypass

In the early 1980s as a student, I was retained by John Francis, a large multi practice company based in Carmarthen to assist the Senior Professionals, Mr E A R Jones and Mr John Paige. Between 1985 and 1993, during my student placement and article years I assisted in the negotiations for land acquisition and compensation claims and assisted the senior professional in negotiating modifying accommodation work plans.

B. Linear Projects and Statutory Providers – Alltwalis Wind Farm

Between 2009 – 2011 I agreed 15 early access agreements between landowners and Statkraft UK the developer of the Alltwalis Wind Farm for access rights to construct a new Trident 132kV line from Alltwalis Wind Farm to substation near Rhos (Llangelor) circa 10 kilometers in length.

In addition, I also agreed final compensation claims between BJP and Statkraft UK.

I am often required to deal with WPD to modify apparatus including existing 132kV apparatus. Recently in Narberth for a new industrial estate we agreed line modification to the existing 132kV apparatus and agreed claims for diminution in value caused by the apparatus.

I also carry out general damage and loss claims associated with the use of wayleave access or access in accordance to DOG with electricity companies and compensation claims with other statutory providers including DCWW and BT.

C. Solar Photovoltaic Project

I have successfully negotiated terms for two solar photovoltaic project in West Wales in the last 12 months. One of the projects required complete redrafting of the HoT document which had been based on a Scottish Wind Farm Template. This I completed with great resistance from the developers retained solicitor. I then completed the drafting of the option and lease documentation on both projects before passing onto our clients retained solicitors to exchange the option/lease documentation.

The overriding feature to both negotiations was the continual requirement to minimize the land requirement in respect to the demised area required for the HoT/Option/Lease documentation. The tenants in both projects was continually looking to secure a whole farm demise [in one case over 500 acres]. On both projects I had to continually reflect what was required which the tenant/developer eventually accepted being the development area, easement strip and means of access. The farmhouse and steading were carved out with an overriding commitment/undertaking that the landlord would not carry out any

development which could affect project radiation. I also needed to insert appropriate clauses [much resisted by the developer] to cover direct/indirect consequential losses, restoration bond provision, subsequently not covered in the planning consent and no s106 provision, reviewed every 5 years, strict assignment clauses, compliance obligations, appropriate resolution clauses, substitution of Scottish Law for English/Welsh Law [English Law u LTA '54 ss24-28], construction fee payments etc.

Previously I also had to redraft contractual agreements with a retained landowner on the Alltwalis wind farm with Catamount/Statkraft and Force 9 Energy including S106 Planning Commitments.

D. General Professional History

I write to confirm that the writer Iwan A R Jones is an associate of the Royal Institute of Chartered Surveyors and a Registered Valuer with the RICS (0086460) with over 25 years post qualification experience and also a fellow of the Association of Agricultural Valuers with a similar level of expertise and lifetime experience.

The writer is a director of the firm of BJP Residential and South West Surveys Ltd (SWS Ltd), and was formally employed by John Francis Halifax Property Services which was previously John Francis & Sons.

I confirm that my experience relates to all commercial, property and agricultural valuations.

I carry out matrimonial valuations, valuations for secured lending and tax purposes and plan preparation for boundary disputes and we would confirm that the practice is also suitable for providing valuation advice in respect to farming stock, including pedigree valuations of all types.

I am qualified to deal with land boundary disputes and in the past 5 years I have been involved in a number of boundary disputes which we have settled between the parties without recourse to the courts either as a joint expert or acting for one of the parties. These include contentious land boundary disputes in Laugharne, Pentremeurig Road, Carmarthen, Llansaint, Idole, Steele Avenue Carmarthen and most recently, Bethania Road, Tumble, and Mynyddecerrig. I am currently dealing with a difficult family dispute in Llangain but this now appears resolvable following the intervention of SWS and a dispute in Whitland which has also be resolved.

I have provided valuation advice for The Courts on matters pertaining to commercial and residential matters and is aware of his overriding responsibility to the Courts.

I also carry out RICS Home Buyer Reports and Structural Surveys.

The firm Bjp carries a professional indemnity insurance of £1,000,000, copies of which can be provided should you require.

The firm SWS Ltd carries a professional indemnity insurance of £5,000,000, copies of which can be provided should you require.

I trust that this brief résumé will be of some assistance to you and I would also confirm my RICS Membership Number is 0086460, for your further information.

I A R JONES
BSc MRICS FAAV
Registered Valuer RICS
BJP
104 Lammas Street
Carmarthen
SA31 3AP

16th February 2016

The Planning Inspectorate,
3/18 Eagle Wing,
2 The Square,
BRISTOL.
BS1 6 PN

FAO: Mrs Katherine King

Statement Of Truth Re Meeting on 30th September 2014 with Mr Tony Jackson of LSTC & IAR Jones BJP and Mrs Avril Davies, [REDACTED]

In accordance to a statement of truth I would confirm that I was present at a landowners meeting with Mrs Avril Davies [REDACTED] on 30th September 2014 with Mr Tony Jackson BA of LSTC to discuss the routing of the 132kV apparatus. The plan was explained to my client and myself and showed a H Pole on the turn and another single pole. I asked for a copy of the plan showing the line of the 132kV apparatus but the engineer explained he was not allowed to release the plan.

We explained our concerns that the 132kv apparatus appeared to be very close to the house and that there would be even greater visual intrusion where the proposed 132 kV line crossed over the smaller 11kV line.

The engineer whom was not aware of the 11kV line said he would speak to WPD and that it would be possible to drop the 11kv line and bury it to reduce the visual intrusion. The engineer said this could be easily achieved and that the plan would be modified to reflect these changes. As far as I was concerned this was an undertaking and I thought no more about it.

It was only on receipt of the revised plans, submitted post stage 3 consultation which now showed a further H pole to get over the 11kV apparatus. This was never agreed or explained to Mrs Davies or myself and is further evidence of the complete lack of engagement between WPD and the landowners.

IAR Jones BSc MRICS FAAV
BJP
104 Lammas Street
Carmarthen
SA31 3AP

Oral Statement At Compulsory Acquisition Hearing 10th February 2016 By IAR Jones BSc MRICS FAAV on Behalf Of Landowners Retained By BJP

A. The applicant should be able to demonstrate that all alternatives to CPO have been explored.

BJP would also add that landowners and their agents should also seek to find common ground to ensure a voluntary agreement can be achieved thus negating the need for CPO.

I would advise the Inspector that following a meeting with BK in December and exchange of correspondence over the Christmas/New Year period a revised HoT document has been drafted by WPD and circulated to landowners represented by Bjp.

Bjp e-mailed all landowners on the 30th January with a separate document containing minute notes attached of the landowners meeting held on the 22nd January 2016 to discuss the revised HoT in addition to other items on the agenda.

The e mail requested information from landowners whether they wished to sign the revised HoT or continue to push for further modifications to the HoT before signature. Not all Bjp clients responded but those that did have elected not to sign the revised HoT.

Bjp recommendation was not to sign the HoT in its redrafted form as the redraft did not address one of our major concerns being the extent of the land interest required by WPD to facilitate the development as planned by the applicant and the land interest being acquired was not proportionate to the development requirements.

Many landowners have written separately to the inspector to highlight their continuing concerns regarding the proportionality of the HoT. Other professional advisors engaged by landowners have also expressed their concern about the requirement to place so much retained land within the land area controlled by WPD during the 'development'.

2. WPD must demonstrate that the interest in land being pursued is necessary and proportionate.

Bjp clients accept the need to allow WPD to acquire rights over retained property but object to the whole demise approach being pursued by WPD. Several landholdings extend to over 200 acres including Jones Tyllwyd, Morris Beulah & Mr R Howells, Pentremawr. Others land owners have minimal input such as over sailing [Gibbon] or access rights only [Medland] and yet WPD still adopt a whole farm demise approach. In the majority of cases this extends to the whole property including farmhouse and building. We have advised WPD that such rights are not required and should be carved out of the demise area. All that is reasonably required is the easement strip and access to the easement strip. These can easily be defined and agreed between the parties. The remaining issues including AI can be agreed once the demise area is resolved.

In the Statement of Reasons – The Western Power Distribution (Brechfa Forest Connection) Development Consent Order – WPD state

7.22 WPD will continue to seek to acquire all rights it needs by voluntary agreement, subject to the Order being made. WPD has undergone extensive consultation with all persons with an interest in the relevant land in order to try to avoid the need for compulsory acquisition.

Many landowners do not share the feeling of involvement or engagement in this process especially as WPD do not want to listen to a reasonable approach. The demise question is a perfect example of this/

7.29 WPD is seeking temporary rights over a wider area within the Order limits to provide a necessary and proportionate degree of flexibility as to the final alignment of the works. Once the exact location of the works has been determined it may be possible to reduce the extent of permanent acquisition. Areas of temporary possession may potentially be able to be reduced once the exact location of the works has been determined.

In respect to Bjp – we have received no assurances in respect to this process. One of the retained solicitors acting for a number of Bjp clients Has stated that the HoT document is the right time to agree the overriding principles that the landowner will sit comfortably including agreeing access routes and the extent of the demised area including pole numbers and type of pole. Landowners are also not prepared to allow WPD to create new rights in 11 (b) and (c) especially with TB problems well documented in West Wales with at least 6 of my clients running large commercial dairy farms where bio security is very important.

WPD have stated there wish to continue to engage with Bjp and their retained clients. This is well received by Bjp clients. WPD have already agreed to meet Mr and Mrs Reader and Mr and Mrs B and A Davies, Llwyn Newydd but these meeting should be made available to all Bjp clients.

**IAR Jones BSc MRICS FAAV
104 Lammas Street
Carmarthen SA31 3AP**

FREEPOST B FOREST CONNECTION

Mr & Ms WDI & GG Gibbon
Garreg Farm
Kidwelly
Carmarthenshire
SA17 4RA

Email: info@brechfaforestconnection.co.uk

Tel: 0800 019 3518

12 November 2015
Ref: WPD/NWD/164

Dear Mr & Mrs Gibbon

Brechfa Forest Connection Project –Heads of Terms

You will be aware that Western Power Distribution submitted an application for a development consent order to the Secretary of State for Energy and Climate Change on 29 May 2015 and the application was accepted for examination on 24 June 2015.

We have been advised to send you the enclosed Heads of Terms for the apparatus to be placed on over or under your property and to address any queries you may have. The payment for the apparatus has been calculated pursuant to that set out in the Guide to Payments for Landowners and the use made of the land which you / your Agent advised us as part of the Data Information Sheet exercise. A copy of this communication and its enclosures has been issued to your Agent (if applicable). We will again be contacting your Agent shortly with a view to arranging a meeting to discuss the Heads of Terms.

For further information and updates on the Brechfa Forest Connection Project please visit our project website at www.westernpower.co.uk/brechfaforest or the Planning Inspectorate website at www.planningportal.gov.uk. If you have difficulty accessing the website or if you have any questions on the proposed development, please let us know by either phoning our community relations team on 0800 019 3518 or emailing info@brechfaforestconnection.co.uk.

Yours sincerely

NIA WYN DAVIES
Freedom Group
For and on behalf of Western Power Distribution

Encl: Heads of Terms with 1:2500 plan; and
Overview plan.

FREEPOST B FOREST CONNECTION

Email: info@brechfaforestconnection.co.uk

Tel: 0800 019 3518

Key Terms Sheet - Overhead Electricity Line Agreement for Grant and Easement

1. Western Power Distribution (South Wales) plc (**WPD**) will enter into an Agreement for Grant (**Agreement**) with the Landowner and where applicable a tenant, to acquire an Easement relating to an overhead electricity line (**Easement**).
2. The Agreement will provide that WPD can call on the Landowner to grant to WPD an Easement over land (the **Easement Strip**) located within land owned by the Landowner (the **Easement Area**).
3. The Agreement will contain rights to carry out surveys within the Easement Area, and to construct and use the electric lines until completion of the Easement. These rights may be exercised following the service by WPD of a notice of entry for construction. During construction the covenants contained in the Easement (summarised below) shall apply. Completion of the Easement will take place once the conductor has been erected, commissioned and tested and the as built plans showing the route of the line are made available.
4. The payment for the easement will be paid as follows:
 - (a) 50% on exchange of the Agreement; and
 - (b) the balance on completion of the Easement.
5. If payable, the incentive payment will be paid in the same proportion percentages as above and on the same milestone dates. In order for the Landowner (and if applicable any tenant) to qualify for all of the incentive payment, the Agreement must be exchanged within 12 weeks of the initial draft documentation being issued to the Landowner's solicitors. If the Agreement exchanges between 12 and 24 weeks from this date then 50% of the incentive payment is payable. After 24 weeks, no incentive payment is payable. It is recommended that you provide your solicitor with proof of title to your land as soon as possible to assist your solicitor to complete the Agreement within this timescale.
6. The easement payment will be based on the anticipated equipment within the Easement Strip. If the anticipated equipment changes once the Agreement is entered into, the Agreement provides for an adjustment to either increase or decrease the overall easement payment. The total easement payment cannot be reduced by more than 50% (the amount that would be due on completion of the Easement) but may increase by any amount to reflect any additional equipment on the Easement Strip.
7. The Agreement contains an irrevocable power of attorney appointing WPD as attorney to execute and complete the Easement once any outstanding payments have been paid. This is to ensure that the Easement is completed within WPD's programme.
8. Under the terms of the Agreement, the Landowner (and any tenant who is party to the Agreement) will agree not to object to the application for a Development Consent Order and will agree to a number of protective provisions relating to the Landowner's property including not to submit a planning application, not to do anything which may interfere with the rights to be granted to WPD under the Easement, not grow trees or plant or alter the Easement Area and not to create new interests affecting the Landowner's property.

9. If the Landowner transfers its interest in the affected property it shall obtain for WPD from the person to whom the Landowner transfers its interest a deed of covenant confirming the transferee shall comply with the obligations, covenants and conditions on the part of the Landowner contained in the Agreement, including the above mentioned irrevocable power of attorney. This obligation will be protected by a restriction / land charge (as applicable) noted against the title to the Landowner's property / at the Land Charges Register (as applicable).
10. The Landowner is primarily responsible for obtaining agreement from its tenants, and you may agree a different split of the payments if all parties agree. It is the responsibility of the Landowner to pay to any tenants the tenant's split of any payment upon receipt of funds from WPD.
11. Rights to be granted to WPD include:
 - (a) the right for WPD to erect, replace, retain, inspect, repair, alter, test, maintain, renew, decommission, remove and use the electric lines (and ancillary apparatus) within the Easement Strip;
 - (b) the right for WPD (and those authorised by it) to take access over and use any land adjoining the Easement Strip within the Landowner's property for construction, installation, commissioning, testing, inspecting, repairing, maintenance, replacement, renewal, decommissioning, removal and the use of the electric lines. WPD will make good any physical damage caused as soon as reasonably practicable; and
 - (c) the right for WPD to take access over the Landowner's property to any adjoining land in connection with the WPD's undertaking for the transmission of electricity.
12. WPD will be subject to covenants in relation to its use of the Landowner's property. The Landowner (and any tenant who is party to the Agreement) will also be subject to covenants to protect the electric lines and any ancillary equipment.
13. In addition to any easement and incentive payments, where applicable injurious affection and other appropriate heads of claim will be considered at the appropriate time on an individual basis and in accordance with current legislation and comparable settlements.
14. The land payments set out in WPD's 'Guide to Payments for Landowners' document already take into account indexation up to 31 December 2017.

We recommend that you use an agent to assist you with the Heads of Terms and a solicitor to assist you with the Agreement and Easement. Where we have been informed in writing that you have appointed an agent, WPD will pay your agent a reasonable fee based on the WPD's Fee Scale (effective from September 2012). Your reasonable solicitor's costs will similarly be paid, capped at £1,000 plus VAT (if applicable).

If you have any questions that your agent cannot answer please contact the Land Rights Team on 01244 833303 or alternatively 07920470415 and 07824864273

HEADS OF TERMS

Agreement for Grant and Easement - WPD Brechfa Forest Connection

1.	Landowner	William David Islwyn Gibbon & Gweneira Gibbon
2.	Landowner's Address	██
3.	Easement Area	The area shown coloured green on the attached plan in which the electric lines will be erected
5.	Tenant(s)	
6.	Tenant's address	
7.	Landowner's Agent	BJP, c/o Iwan Jones, 104 Lammas Street, Carmarthen, SA31 2AP
8.	Landowner's Solicitor	Steel & Hitchcock, c/o Mr Hitchcock, 9 Quay Street, Carmarthen, Dyfed, SA31 3JT
9.	Grantee	Western Power Distribution (South Wales) plc of Avonbank, Feeder Road, Bristol BS2 0TB
10.	Grantee's agent	Freedom Group of Delta House, 10 th Avenue, Zone 3, Deeside Industrial Park, Deeside, Flintshire CH5 2UA
11.	Grantee's Solicitor	Osborne Clarke of One London Wall, London EC2Y 5EB (Reference: SPT/JMS/WDI/GGIBBON)
11.	Grantor's Easement Payment	£50.00 (see below for full breakdown)
12.	Grantor's Incentive Payment	£500.00 (see Key Terms Sheet for qualification terms)
13.	Tenant's Incentive Payment	£[] (see Key Terms Sheet for qualification terms)

Summary of proposed apparatus: (delete as appropriate)

Apparatus	Payment to Owner	Payment to tenant(s) (if different)
[0] x Single Wood Poles		
[0] x H Poles		
[0] x Stays		
[0] x permanent accesses (if no poles or stays)		
[11] m of oversail (if no poles or stays)	£50.00	
[0] m ² of land used for construction only]		
Total:	£50.00	

I confirm that I have read the above Heads of Terms together with the Key Terms Sheet and confirm my agreement to these terms.

Signed

Dated

Our Ref: []

241500

241800

242100

214500

214500

214200

214200

241500

241800

242100



A116 A117	FGC - 378036
RHIF Y CYNLLUN / PLAN NUMBER:	HoT BF ID 648 1of 1
GRADDFA / SCALE:	1:2500 @ A3
DYDDIAD / DATE:	02 09 2015

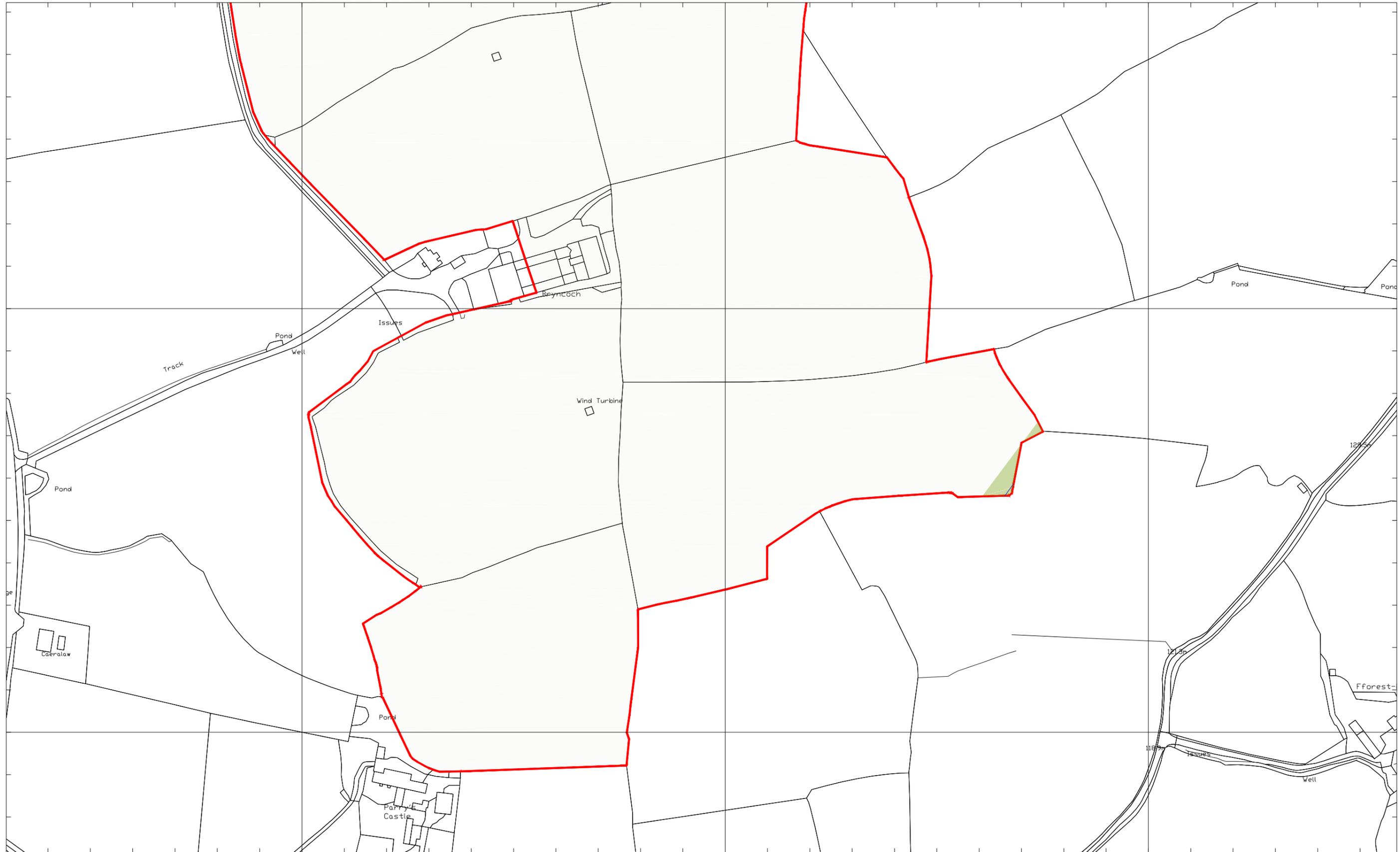
Prosiect cysylltu Coedwig Brechfa
Brechfa Forest Connection Project

Allwedd - Legend

- Ardal Hawddfrain / Easement Area
- Ffin perchnogaeth tir / Extent of land boundary
- Safle polyn sengl dangosol / Indicative single pole position
- Safle polyn H dangosol / Indicative H Pole position
- Safle ateg dangosol / Indicative stay position
- Safle dangosol llinell uwchben / Overhead line indicative position

Wedi'i selio ar fap yr Arolwg Ordnans gyda chaniatad Rheolwr Swyddfa ei Mawrhydi.
Hawlfraint y Goron a hawliau basdata (2015). Western Power Distribution, Avonbank,
Feeder Road, Bristol. BS2 0TB. Trwydded AO 0100042840

Based upon the Ordnance Surveys map with the permission of the Controller of Her
Majesty's Stationery Office. Crown Copyright and database rights (2015). Western Power
Distribution, Avonbank, Feeder Road, Bristol. BS2 0TB. Licence OS 0100042840



241000

241500

242000

242500

215000

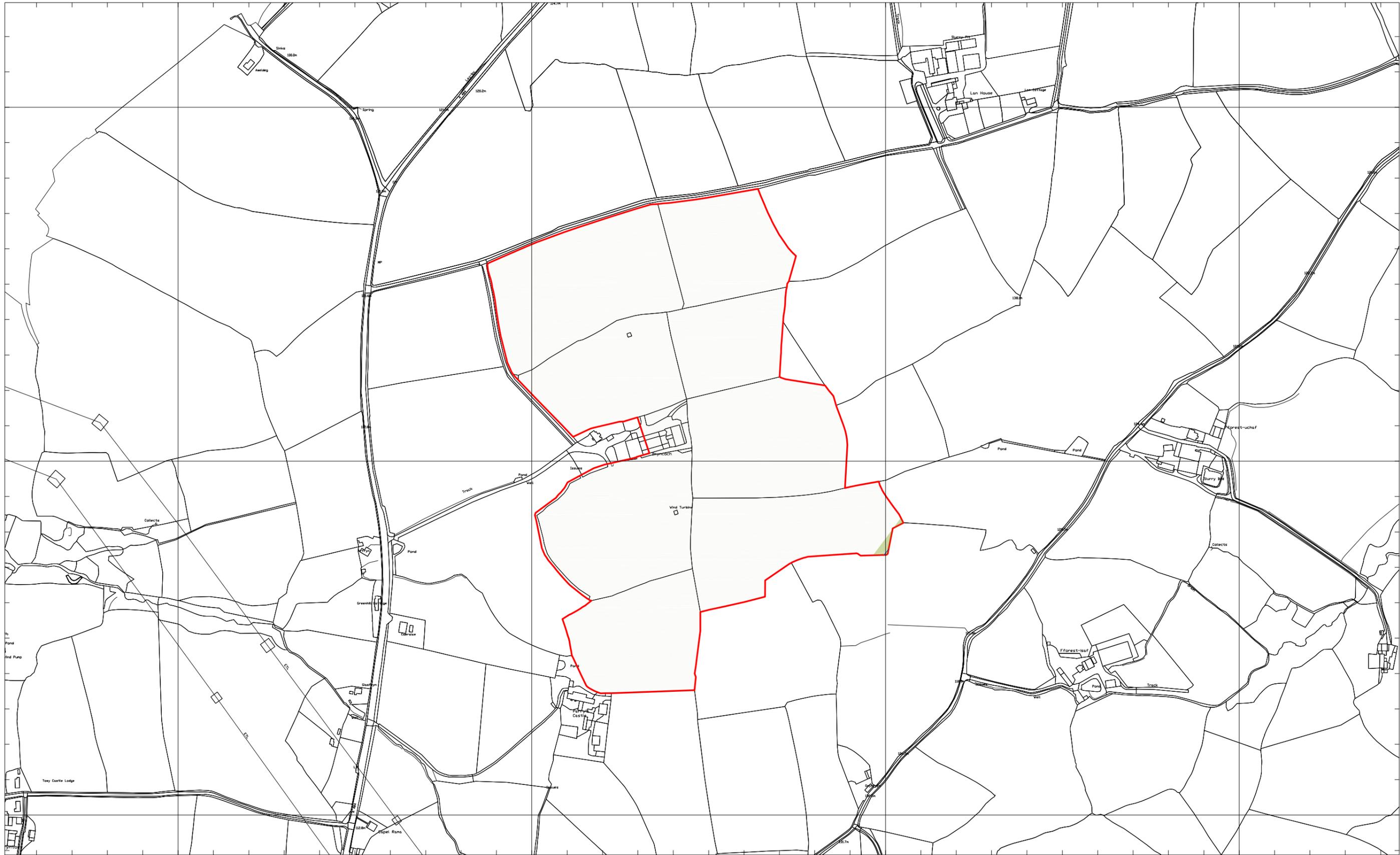
215000

214500

214500

214000

214000



241000

241500

242000

242500



A116 A117	FGC - 378036
RHIF Y CYNLLUN / PLAN NUMBER:	HoT BF ID 648 1of 1
GRADDFA / SCALE:	1:5000 @ A3
DYDDIAD / DATE:	02 09 2015

Prosiect cysylltu Coedwig Brechfa
CYNLLUN TROSOLWG
Brechfa Forest Connection Project
OVERVIEW MAP

- Allwedd - Legend**
- Ardal Hawddfrait / Easement Area
 - Ffin perchnogaeth tir / Extent of land boundary
 - Safle polyn sengl dangosol / Indicative single pole position
 - Safle polyn H dangosol / Indicative H Pole position
 - Safle ateg dangosol / Indicative stay position
 - Safle dangosol llinell uwchben / Overhead line indicative position

Wedi'i selio ar fap yr Arolwg Ordnans gyda chaniatod Rheolwr Swyddfa ei Mawrhydi.
Hawlfraint y Goron a hawliau basdata (2015). Western Power Distribution, Avonbank,
Feeder Road, Bristol. BS2 0TB. Trwydded AO 0100042840

Based upon the Ordnance Surveys map with the permission of the Controller of Her
Majesty's Stationery Office. Crown Copyright and database rights (2015). Western Power
Distribution, Avonbank, Feeder Road, Bristol. BS2 0TB. Licence OS 0100042840

