

From: dawn reed [mailto: [REDACTED]]
Sent: 17 March 2016 11:51
To: Brechfa Connection
Cc: Iwan Jones; Reed Dawn
Subject: Objections for Glyncaeredig, Rhydargaeau, Carmarthen - Reed Property

Dear Mr Broderick and Mrs King,

Please find attached the revised Hot's Document and a copy of my proposed route. (SEE BOTTOM LINE OF TECHNICAL ATTACHMENT PROBLEMS)

As regards to the HOT's document we are still unhappy with this, the reasons being as to, why the brown area (easement area) is still as large and controlling over the property. It includes the farm buildings which is at the far end of the property by the main road, the poles being the other end of the land. The property is 10 acres in size so I cannot see why the easement area has to be so large effecting for eg. the resale value of this property with restrictions as to gain the permission of a private company (WPD) if you need to erect another farm building etc. The green area the easement strip is acceptable.

The blue area, is still not correct. Mr Buxton has accepted there is a problem with this and I have provided the revised route for health and safety reason due to bee hives yet, still it is shown as their route. If I am to sign a legal document then I do not wish to sign anything which I know to be wrong and don't want to be legally binding on it on the 'so called promise' that it can be amended after I have signed. I don't feel that this is a professional or legal way to go about things or a safe thing to do. I hope you can understand my worries and fears on this.

Please can our above concerns be taken into consideration.

Thank you,

Dawn Reed on behalf of myself and parents Mr and Mrs Reed.

PLEASE NOTE I AM HAVING TROUBLE DOWNLOADING THE DOCUMENTS FROM MR BUXTONS EMAIL. I WILL SEND THIS OBJECTION IN FIRSTLY DUE TO IT BEING CLOSE TO THE DEADLINE OF MIDDAY WHILST I AM TRYING TO RESOLVE THE TECHNICAL PROBLEM APOLOGIES.

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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**, shown shaded green on the attached plan) located within land owned by the Landowner (the **Easement Area**, shown shaded brown on the attached plan).
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	Dawn Suzanne Reed, Audrey Joyce Reed & Maurice Patrick Reed
2.	Landowner's Address	Glyncaredig, Rhydargaeau, Carmarthen, SA32 7DR
3.	Easement Strip	The area shown coloured green on the attached plan in which the electric lines will be erected
4.	Easement Area	The area shown coloured brown on the attached plan within the landownership boundary coloured red. The Easement Area includes the land within the Easement Strip.
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	
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/DS/AJ/MPREED)
11.	Grantor's Easement Payment	£ 800.00 (see below for full breakdown)
12.	Grantor's Incentive Payment	£1,000.00 (see Key Terms Sheet for qualification terms)
13.	Tenant's Incentive Payment	n/a (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		
[1] x H Poles	£800.00	
[0] x Stays		
[0] x permanent accesses (if no poles or stays)		

[0] m of oversail (if no poles or stays)		
[0] m ² of land used for construction only]		
Total:	£800.00	

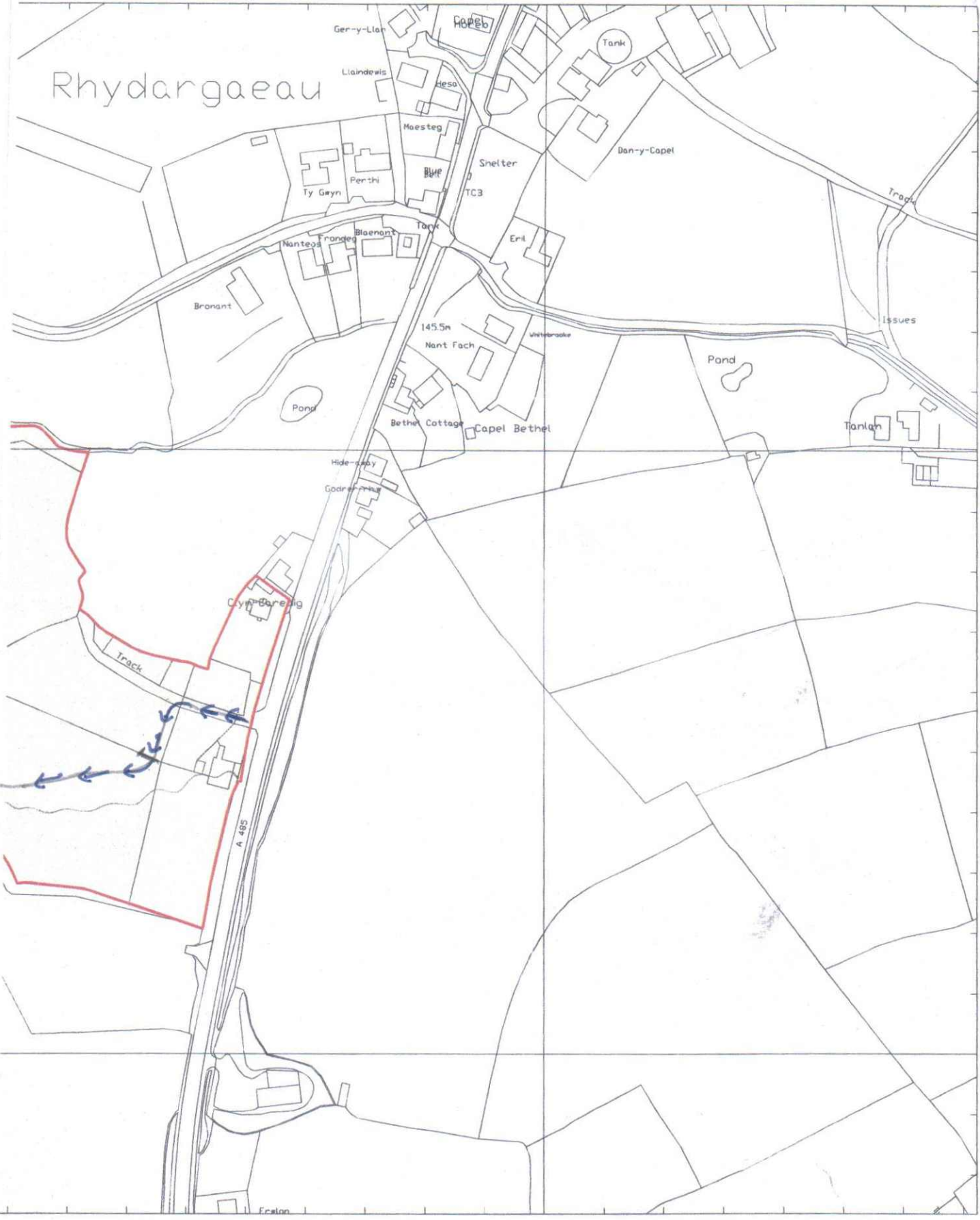
I confirm that I have read the above Heads of Terms together with the Key Terms Sheet and confirm my agreement to these terms.

Signed

Dated

Our Ref: J510854/315

243900



226200

225900

243900

Allwedd - Legend

- dfraint / Easement Area
- ogaeth tir / Extent of land boundary
- sengl dangosol / Indicative single pole position
- H dangosol / Indicative H Pole position
- iangosol / Indicative stay position
- isol llinell uwchben / Overhead line indicative position

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

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