

Our Ref: DS/Networks/CPO - London Borough of Barnet - West Hendon  
Your Ref:

Secretary of State for Communities and Local Government  
National Planning Casework Unit  
5 St Philips Place  
Colmore Row  
Birmingham  
B3 2PW

26 JUN 2014

20/06/2014

Dear Sirs

**Re The London Borough of Barnet (West Hendon regeneration Area) Compulsory Purchase Order No 1 2014**

I am writing on behalf of Eastern Power Networks plc.

If the acquiring authority has previously been in contact with anyone at UK Power Networks on this matter can you please let me know with whom you were in contact and their reference in order that I may make contact with them in relation to the above.

Eastern Power Networks plc is the owner and/or occupier of premises in the land to be acquired and/or temporarily used under the above Order. It is also entitled to the benefit of rights in, over, on or under such land and is the owner of Electric Lines and/or Electrical Plant (as those terms are defined in Section 64(1) of the Electricity Act 1989) in, on, over or under the land to be acquired and/or temporarily used] under the above Order. These premises, rights and apparatus have been acquired for and are used for the purposes of its statutory undertaking.

Eastern Power Networks plc objects to the making and confirmation of the Order unless at the cost of the acquiring authority there are first provided to it on no less favourable tenure suitable alternative sites and suitable alternative rights in, on, over or under land in substitution to those to be acquired and/or temporarily used under the above Order and in, on over or under which there are first installed and commissioned Electric Lines and Electrical Plant in substitution for those in the land to be acquired and/or temporarily used under the above Order, before that land is acquired and/or temporarily used so that my client can carry out its statutory functions and contractual obligations no less efficiently than previously.

Please treat this letter as an objection by Eastern Power Networks plc to the acquisition [and/or temporary use] under the above Order of the premises, rights and apparatus mentioned above because their acquisition [and/or temporary use] will be seriously detrimental to the carrying on of its undertaking. No alternative land, rights and apparatus for those proposed to be acquired and/or temporarily used under the above Order are in place.

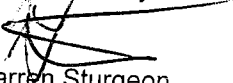
Eastern Power Networks plc objects to the making and confirmation of the Order because it does not identify it as the owner or occupier of the land and the rights referred to above that are sought to be acquired: it merely refers to [insert relevant details].

Eastern Power Networks plc reserves the right to amend or supplement its objections in the light of any information that later becomes available.

The above objection(s) will be deemed to be withdrawn upon signature of the enclosed Deed of Undertaking by an authorised signatory of the Acquiring Authority provided that the Deed is signed without amendment. I would be grateful if you could pass a copy of this letter and draft Deed of Undertaking to The London Borough of Barnet. The London Borough of Barnet should send the signed Deed of Undertaking to Darren Sturgeon of Property & Consents with a copy to you at the above address.

With the exception of the Deed of Undertaking, all future correspondence relating to this matter should be sent to [CPOMAILBOX@ukpowernetworks.co.uk](mailto:CPOMAILBOX@ukpowernetworks.co.uk) or by hard copy to UK Power Networks Legal Department, Energy House, Carrier Business Park, Hazelwick Avenue, Three Bridges, West Sussex, RH10 1EX.

Yours faithfully

  
Darren Sturgeon  
Wayleave Surveyor

UK Power Networks, Barton Road, Bury St Edmunds, Suffolk, IP32 7BG

[Darren.Sturgeon@ukpowernetworks.co.uk](mailto:Darren.Sturgeon@ukpowernetworks.co.uk)

Dated:

DEED OF UNDERTAKING

TO

EASTERN POWER NETWORKS PLC BY THE LONDON BOROUGH OF BARNET

IN RESPECT OF THE

THE LONDON BOROUGH OF BARNET (WEST HENDON REGENERATION AREA)

COMPULSORY PURCHASE ORDER NO 1 2014

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1. The London Borough of Barnet (the "Authority") of Building 4, North London Business Park, Oakleigh Road South, London, N11 1NP made on the 5<sup>th</sup> June 2014 The London Borough of Barnet (West Hendon Regeneration Area) (the "Order") to authorise the Authority to purchase compulsorily the land described in the Order ("Order Land") for the purpose of facilitating a residential development.
2. Eastern Power Networks plc of Newington House, 237 Southwark Bridge Road, London, SE1 6NP ("the Company") owns and maintains electric lines and electrical plant (as defined in the Electricity Act 1989 and includes any structure in which apparatus is or to be lodged or which gives access to apparatus) ("Apparatus") in the Order Land. The Company objected to the making of the Order on 20<sup>th</sup> June 2014 ("the Objection"). The Authority wishes to reduce any impact upon the Company's interests which may arise in consequence of the confirmation of the Order and any works carried out under it.
3. **IN CONSIDERATION** of the Company withdrawing the Objection to the Order and refraining from further opposition thereto, and subject to the provisions of this Deed, the Authority **HEREBY UNDERTAKES AND AGREES** that:
  - (a) the Authority shall not acquire any Apparatus from the Company pursuant to the Order otherwise than by agreement with the Company;
  - (b) it will not relocate, alter, remove, disconnect or otherwise interfere with (whether in consequence of the construction of any works to be carried out under the Order or otherwise) any Apparatus belonging to or maintained by the Company without first consulting with the Company and entering into a separate written agreement regarding any such relocation, alteration, removal, disconnection or interference which shall include provision by the Authority to the Company of the necessary rights and facilities for the construction of any necessary alternative apparatus on other land and the use, maintenance and renewal of such apparatus thereafter;
  - (c) if, in the exercise of the powers of the Order, the Authority acquires any interest in any land in which any Apparatus is placed or permanently or temporarily occupied land in connection with the works under the Order, that Apparatus shall not be removed under the terms of this Deed and any right of the Company to maintain that Apparatus in that land shall not be extinguished until alternative apparatus has been constructed, is in operation to the reasonable satisfaction of the Company and the necessary rights have been granted;

- (d) any alternative apparatus shall be constructed in such manner and in such line or situation as may be agreed between the Company and the Authority with a view to securing the efficient implementation of the necessary work and the continued fulfilment by the Company of its statutory or licensed function to a standard no less efficient than that achieved prior to construction;
  - (e) it will not carry out any works near to, or that will or may affect, the Apparatus without (i) at least 60 days prior notice to carrying out such works, submitting to the Company a plan, section and description of the works to be executed and (ii) obtaining the Company's prior written approval (not to be unreasonably withheld or delayed) in relation to those works;
  - (f) any works carried out that will or may affect the Apparatus will be carried out in accordance with all relevant legislation and regulations, including any health and safety regulations, in force from time to time and any updates or amendments to, or any replacements of, those regulations or legislation;
  - (g) if, in consequence of the exercise of the power of the Order, access to any Apparatus belonging to or maintained by the Company is obstructed, the Authority shall provide at its sole cost an alternative means of access to the Apparatus which is no less convenient than the access enjoyed by the Company prior to the obstruction;
4. Subject to paragraphs 6 and 7, if by reason of or in consequence of the construction of any such works as are referred to in paragraph 3, or any subsidence resulting from any of those works, any damage is caused to any property or Apparatus of the Company, or there is any interruption in any service provided (including the maintenance of connections to the Company's electricity distribution system), or in the supply of any goods, by the Company, which shall include electricity, the Authority shall:
- a. bear and pay the cost reasonably incurred by the Company in making good such damage or restoring the supply; and
  - b. indemnify the Company against all claims, demands, proceedings, costs, damages, loss and expenses which may be made against, or recovered from, or incurred by it,
- by reason or in consequence of any such damage or interruption.
5. Subject to paragraphs 6 and 7, if by reason or in consequence of the construction of any such works as are referred to in paragraph 3, or any subsidence resulting from any of those works, any land in which the Apparatus is or any alternative apparatus is or is to be located is or becomes contaminated, the Authority shall
- a. remove the contamination; and
  - b. indemnify the Company against all claims, demands, proceedings, costs damages loss and expenses which may be made against, or recovered from or incurred by it,
- by reason or in consequence of any such contamination.
6. Nothing in paragraphs 4 and 5 shall impose any liability on the Authority with respect to any damage or interruption to the extent that it is attributable to any tortious acts or omissions

(including negligence) or breach of statutory duty of the Company, its officers, servants, contractors or agents.

7.1 The Authority undertakes to pay the Company the reasonable expenses incurred by the Company in, or in connection with:-

- (a) the inspection, removal, alteration or protection of any Apparatus or the construction of any new apparatus which may be required; and
- (b) the cutting off of any Apparatus from other any other Apparatus which may be required; and
- (c) any other work or thing rendered reasonably necessary

in consequence of the execution of any such works as are referred to in paragraph 3.

8.2 The Authority undertakes to pay the Company's reasonable and proper legal and other professional fees (including reasonable disbursements) in connection with this Deed.

9. The Authority accepts and acknowledges that nothing in this Deed shall prejudice or affect the Company's right to compensation under the Order or any enactment, regulation or statutory instrument applied by or incorporated in the Order arising in consequence of the exercise of any powers conferred by the Order, except that the Company shall not be entitled to be compensated in respect of a matter under the Order or any such enactment, regulation or statutory instrument if the Company receives agreed compensation under this Deed in respect of that matter.

10. The Authority accepts and acknowledges that nothing in this Deed shall prejudice or affect the right of the Company to object to any new or amended provisions of the Order that may be introduced after the date of this Deed or to exercise its statutory powers.

11. Throughout this Deed references to "the Authority" include any other person exercising the Authority's powers under the Order. If any of the powers of the Authority under the Order are transferred to another person, the Authority shall procure that such transferee enters into a direct covenant from the transferee in favour of the Company to observe and perform such of the obligations of the Authority under this Deed as relate to the exercise of the powers which have been transferred.

12. Where any dispute or difference arises between the parties under this Deed, the Authority agrees that the matter shall be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement to be appointed on the application of either party (after giving notice in writing to the other) by the President of the Institution of Civil Engineers.

13. This Deed is governed by and construed in accordance with the laws of England and Wales.

**IN WITNESS** of which, this agreement is executed as a Deed and is delivered and takes effect on the date stated at the beginning of it:

SIGNED and DELIVERED as a DEED on behalf of

The Common Seal of )  
The London Borough of Barnet )  
is hereunto affixed as a deed and is )  
authenticated by )

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Authorised Signatory