Dated 20[\*]

1. ***[GRANTOR]***

to

1. ***[ESCo]***

GREEN HEAT NETWORK FUND

**DRAFT: PIPEWORK EASEMENT**



**VERSION CONTROL**

|  |  |  |  |
| --- | --- | --- | --- |
| **Version number** | **Date of issue** | **Author** | **Comment** |
| 1.0 | 31 July 2019 | Lux Nova Partners | Draft issued for focussed consultation |
| 2.0 | 16 October 2019 | Lux Nova Partners | Marked up after responses to consultation meeting on 19 September 2019 |
| 3.0 | 13 December 2019 | Lux Nova Partners | Marked up after responses to wider consultation which closed on 17 November 2019 |
| 4.0 | 15 January 2020 | Lux Nova Partners | No further comments from BEIS |
| 5.0 | 29 November 2022 | Lux Nova Partners | Updating statutory references, drafting tidy ups |

***GUIDANCE NOTE***

*This Pipework Easement is not necessarily relevant to every district heating scheme.*

*However, it is intended for use where the owner of a district heating scheme is not also the owner of the land over which the pipework is going to run. Consequently, the owner of pipework will need to obtain rights from the relevant land owner. In some instances, this may be by way of the grant of a lease and easements. The scenario anticipated here is that the owner of the land where the pipework is going to run is different from the owner of the land where the Energy Centre is going to be located so necessary rights for the pipework cannot be granted under the same document as granting rights to use the Energy Centre site.*

*How this Pipework Easement might fit into a project structuring is illustrated in the following diagram:*

*This Easement is for use where the owner of the land within which district heating pipework needs to be laid is not the Landlord granting the Energy Centre Lease (and therefore associated easements across a development). This Easement enables a “third party” Landowner to grant ESCo the necessary rights to lay pipework across development land.*

*The structuring assumption and risk allocation underlying this Pipework Easement is far from the only possible or valid structure and, even adopting the structure described above, there could be a wide range of variant approaches to aspects of the commercial structuring and contracting matrix. Therefore, it is likely that this template Pipework Easement will serve only as a starting point for drafting of an agreement that will need to be tailored to the particular characteristics of a given district heating scheme. Public sector bodies should take into consideration any public accounting impacts when entering into agreements.*

*THIS DOCUMENT IS RELEASED TO BE USED AS A DRAFTING TEMPLATE, TAILORED AND DEVELOPED FURTHER FOR THE SPECIFICS OF THE PARTICULAR PROJECT.*

*Neither the content of the above guidance, nor the drafting of this template document, is intended to constitute or to replace the need for expert legal advice, which should be sought on every district heating project. No liability is accepted for use of this template document. All liabilities are excluded to the fullest extent permitted by law.*

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DEED OF EASEMENT AFFECTING REGISTERED TITLE

Title number(s): [ ]

THIS DEED OF GRANT is dated [DATE]

parties

1. [FULL NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]( (the **"Grantor"**); [and]
2. [FULL ESCo NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]( (the **"ESCo"**)[; and]

THIS DEED WITNESSES AS FOLLOWS:

recitals

1. The Grantor is the [freehold owner] of the Grantor’s Property registered at the Land Registry with absolute title.
2. The route of ESCo’s Heat Distribution Network [and Electricity Network] which is to be used for the transfer of heat [and electricity respectively] to and from the Energy Centre to the [DEVELOPMENT] (the “**Development**”) and to [OTHER DEVELOPMENTS] crosses or is intended to cross the Grantor’s Property.
3. ESCo desires to acquire the necessary easements and rights to enable the Heat Distribution Network [and the Electricity Network] to be laid, used, operated and maintained in the Grantor’s Property and for this purpose the Grantor has agreed to enter into this Deed.
4. In order to comply with ESCo’s objectives to provide heating and hot water for customer use the Grantor may be required to move any moveable objects on short notice.
5. DEFINITIONS

In this instrument the following expressions have the meanings indicated:

Access Corridor: means the area of [ ]m horizonal distance from the Heat Distribution Network [and the Electricity Network] (whether installed before or after the date hereof), indicated by a [[dashed] line coloured [•]] on Plan [ 2 ][[1]](#footnote-1) annexed to this Deed.

Development: has the meaning given under Recital (2).

Development Site: means [ ] as identified on Plan [ 1 ] annexed to this Deed.

**[Electricity Network:** means the private network of wires and ancillary plant and equipment which supplies electricity from the Energy Plant and Equipment to end users.**]**

Energy Centre: means the building housing the Energy Centre Plant and Equipment, as identified on Plan [1] annexed to this Deed.

Energy Plant and Equipment: means [the plant and equipment used to produce heat [and electricity] to supply to customers on the [Development] and all associated equipment and apparatus [that belongs to or will belong to ESCo]] located within the Energy Centre.

Grantor’s Property: means all that land in title numbers [ ] and as is known as [ ] of which the Grantor is the registered proprietor.

Heat Distribution Network: means the [network of pipes, meters, interface units, substations and other ancillary equipment that transfers heat from the Energy Plant and Equipment to the end users and any associated plant or equipment within any chimney or ventilation shaft][[2]](#footnote-2) as indicated by [[dashed] line coloured [•]] on Plan [ 3 ].

Licence to Relocate: means a written consent given by the Grantor so as to enable ESCo to carry out and perform the Relocation Works.

Lift and Shift Notice: means a written notice in which the Grantor designates which alternative part of the Grantor’s Property is to be used by ESCo to locate the Heat Distribution Network [and the Electricity Network] (and for the avoidance of doubt the Access Corridor).

Neighbouring Land: means land in the vicinity of the Grantor’s Property whether contiguous or otherwise and where it is reasonably foreseeable that such land may be affected by the exercise of the Rights.

Plan 1: means the plan annexed hereto at the First Schedule marked “Plan 1”.

Plan 2: means the plan annexed hereto at the First Schedule marked “Plan 2”.

Plan 3: means the plan annexed hereto at the First Schedule marked “Plan 3”.

Rights: means the easements as specified in the Second Schedule.

Relocation Works: means works to be carried out by ESCo to relocate the Heat Distribution Network [and the Electricity Network] following receipt of a Lift and Shift Notice and completion of a Licence to Relocate pursuant to clause 7.

Restricted Zone: means the Heat Distribution Network [and the Electricity Network] together with:

1. an area of no more than [ ]m horizontal distance of the Heat Distribution Network [and the Electricity Network]; and
2. [ ][[3]](#footnote-3).

Term: means the term of [ ] years from [ ][[4]](#footnote-4).

VAT: means value Added tax charged under the Value Added Tax Act 1994 and any similar replacement tax.

1. INTERPRETATION
	1. The expressions the "Grantor" and the "ESCo" shall wherever the context so admits include their respective successors in title and those deriving title under them.
	2. References to:

#### the singular include the plural and vice versa;

#### one gender include all other genders;

#### a natural person include a reference to an artificial person and vice versa;

#### numbered clauses and schedules are references to the relevant clause in or schedule to this Deed; and

#### numbered paragraphs without further designation are references to the numbered paragraph of the same schedule in which any such reference occurs.

* 1. References in this Deed to any statute or legislation (whether specific or general) include any other statute or legislation replacing amending or supplementing the same and any orders, regulations, bye-laws, notices, permissions, approvals or consents thereunder.
	2. The Particulars and the details and expressions therein appearing shall be included in and form part of this Deed.
	3. The words "include" and "including" are deemed to be followed by the words "without limitation" and general words introduced by the word "other" do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters.
	4. Any covenant by a Party not to do something includes an obligation not to allow or suffer that thing to be done.
	5. Where any Party consists of more than one person all covenants and obligations on the part of that Party are the joint and several liability of all persons who make up that Party.
	6. The clause paragraph and Schedule headings do not form part of this instrument and are not to be taken into account when construing it.
	7. The Schedules form part of this instrument and have effect as if set out in the body of this instrument. Any reference to this instrument includes the Schedules.
1. Grant of Easement
	1. In consideration of the payment of a peppercorn (if demanded) and the terms of this Deed the Grantor grants with full title guarantee in respect of the Grantor’s Property to ESCo the Rights for the Term to the intent that the Rights shall be and remain a burden upon the Grantor’s Property. *[Drafting Note: Parties to consider what amendments required if grant of wayleave instead of grant of easement.]*
	2. The Grantor’s title guarantee in clause 3.1 is subject to the variations set out in this clause below.
	3. [For the purposes of section 6 Law of Property (Miscellaneous Provisions) Act 1994 (“**1994 Act**”) and its application to the Grantor’s title guarantee:
		1. all entries made in any public register that a prudent purchaser would inspect are deemed within ESCo’s actual knowledge; and
		2. ESCo is deemed to have actual knowledge of any matters that would be disclosed by a reasonably diligent inspection of the Grantor’s Property.
	4. The grant is subject to:
		1. prior interests referred to in section 29(2) Land Registration Act 2002 and which affect the Grantor’s Property; and
		2. rights enjoyed pursuant to statute where the relevant statute provides that enjoyment and validity of the right is not subject to the provisions of any enactment requiring the registration of interests in, charges on or other obligations affecting land[[5]](#footnote-5).
2. GrantOR’s Covenants

The Grantor covenants with ESCo so as to bind so much of the Grantor’s Property as is reasonably necessary in the exercise of the Rights and for the benefit of ESCo to observe and perform the following covenants in relation to the Grantor’s Property and the Rights:

* 1. **Construction activities**

Not to cause permit or suffer the erection or installation of any building structure or apparatus or to carry out any development or excavation on the Access Corridor and the Restricted Zone save that [(i) alterations in accordance with clause 4.2.4 are permitted and (ii) this clause shall not apply to any part of the Development Site that is not constructed or is in the course of construction PROVIDED THAT in respect of any part of the Development Site that is in the course of construction, the Grantor shall use reasonable endeavours to minimise any obstruction or cause any damage to the Access Corridor or the Restricted Zone and PROVIDED FURTHER THAT whilst the Development Site is in the course of construction, nothing in this clause shall entitle the Grantor to deliberately interfere with, prevent or obstruct the day to day running, operations and, if necessary repair, of the Heat Distribution Network that is supplying heat to the customers of ESCo [and the Electricity Network that is supplying electricity to the customers of ESCo][[6]](#footnote-6).

* 1. **Landscaping and alterations**
		1. Not without the prior written consent of ESCo (which can be refused in the absolute discretion of ESCo in relation to matters affecting the Restricted Zone and which can be refused in the reasonable discretion of ESCo in relation to matters affecting the Access Corridor) to plant or otherwise permit to exist any trees or shrubs or flowerbeds on the Restricted Zone or Access Corridor providing that such trees as exist at the date of this Deed shall be allowed to remain providing that the roots do not spread over around or under the Heat Distribution Network [and the Electricity Network] in such a manner as to cause or risk causing damage.
		2. Not to allow any trees on the Neighbouring Land to over sail the Restricted Zone or the Access Corridor in such a manner as to interfere with the Rights.
		3. Not to materially to raise or lower the existing level of the surface of the Access Corridor and the Restricted Zone or interfere with the support afforded to the Heat Distribution Network [and the Electricity Network] by the surrounding ground.
		4. Not to make any alteration to the Restricted Zone and the Access Corridor so as:
			1. to render the exercise of the Rights or any of them impossible or materially more difficult or expensive; or
			2. to excavate or reduce or increase the depth of soil (if any) above or below the Access Corridor and/or the Restricted Zone; or
			3. PROVIDING that the laying of turf or of tarmac will not be deemed a breach of this clause 4.2.4 or clause 4.1.
	2. **Movement of objects or obstructions**

To move any moveable object or obstruction from the Restricted Zone and the Access Corridor within no more than [ ] days of receiving Notice from ESCo or ESCo’s employees agents or contractors and where such objects are not removed within [ ]days or Notice is not given due to either:

* + 1. the contact details not being up to date; or
		2. access is required by ESCo in the case of an emergency which includes (but is not limited to) circumstances relating to suspected water leaks or any matter which affects ESCo’s ability to supply heat [and/or electricity] to its customers;

to pay for the reasonable costs properly incurred by ESCo in exercising its' rights under the Second Schedule, paragraph 7 and paragraph 8.

* 1. **Damage**

Not to undermine or damage the Heat Distribution Network [and the Electricity Network] or to cause permit or suffer to be done anything which may interfere with free flow and passage through the Heat Distribution Network [and the Electricity Network] or to obstruct access to the Heat Distribution Network [and the Electricity Network] and to take reasonable precautions to prevent any damage to the Heat Distribution Network [and the Electricity Network].

* 1. **Grant of further easements or licenses**

Not to grant any further easement or licence in on under or affecting any part of the Restricted Zone and the Access Corridor without the prior written consent of ESCo which may not be unreasonably withheld or delayed.

* 1. **Indemnity**

To keep ESCo indemnified against all actions claims or demands arising by reason of a breach of this clause 4 (except any such actions claims or demands as may be occasioned by the default or wrongful act of ESCo or ESCo’s servants or agents).

PROVIDED THAT nothing in this clause 4 shall prevent the Grantor or the occupiers of the Restricted Zone and the Access Corridor from carrying on normal activities including the right to park cars and place domestic objects and demountable fencing over the Restricted Zone and the Access Corridor (providing the Grantor is not in breach of this clause 4) not causing damage to the Heat Distribution Network [and the Electricity Network] PROVIDED FURTHER that the Grantor shall not be liable for any damage caused by the escape of any material from the Heat Distribution Network [and the Electricity Network]. *[Drafting Note: To consider indemnity by ESCo to landowner for property damage by ESCo and whether any such liability by ESCo will be capped.]*

1. ESCo’s COVENANTS

ESCo covenants with the Grantor:

* 1. **Statutory requirements**

When exercising the Rights, comply with all laws governing the installation and use of the Heat Distribution Network [and the Electricity Network].

* 1. **Payment of rates and taxes**

To pay and discharge all rates and taxes payable in respect of the Heat Distribution Network [and the Electricity Network].

* 1. **Damage**

For the benefit of the Grantor’s Property and each and every part of it over which the Rights are exercised to at all times to take all reasonable and proper precautions to ensure that in the exercise of the Rights as little damage as is reasonably practicable is caused to:

* + 1. the Restricted Zone and or the Access Corridor over which the Rights are exercised; and
		2. any movable equipment, vehicles or temporary structures are (wherever possible) moved and stored in a safe and clean manner when ESCo exercises the Rights; and

and to make good [immediately]/[as soon as reasonably practicable] to the reasonable satisfaction of the Grantor any damage caused in the exercise of the Rights satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

* 1. **Nuisance**

Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor’s Property, or of any Neighbouring Land, or to any other person entitled to the Rights in common with ESCo.

* 1. **Repair**

That it shall so far as it is reasonably practicable keep the Heat Distribution Network [and the Electricity Network] in proper repair and condition.

* 1. **Alienation**

Not to assign the benefit of this Deed without the consent of the Grantor (such consent not to be unreasonably withheld or delayed) except to an energy service company who shall first covenant on behalf of itself and its successors in title with the Grantor to comply with the obligations of ESCo in this Deed.

1. HM LAND REGISTRY
	1. The Grantor consents to;
		1. the registration of the Rights on the registered title to the Grantor’s Property; and
		2. any restrictive covenants entered into in this Deed by the Grantor being noted against the registered title to the Grantor’s Property.
	2. On completion of this Deed ESCo shall apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor’s Property.
	3. As soon as possible after completion of this Deed, ESCo shall give to the Grantor official copies of the registered titles to the Grantor’s Property, to show that the Rights [and any restrictive covenants made by the Grantor] have been properly and correctly entered against the Grantor’s title.
2. Lift and Shift
	1. From time to time (acting reasonably) the Grantor may serve a Lift and Shift Notice on ESCo PROVIDED THAT the Grantor cannot require the Access Corridor to be moved separately from the Heat Distribution Network [and the Electricity Network].
	2. Within such reasonable time following receipt of the Lift and Shift Notice, the Grantor shall enter into the Licence to Relocate and ESCo shall carry out the Relocation Works on the terms of the Licence to Relocate.
	3. The Grantor shall only serve a Lift and Shift Notice pursuant to clause 7.1 for one or more of the following reasons:
		1. to carry out works of redevelopment, essential repair, inspection, maintenance, reinstatement to or renewal of the Grantor’s Property; and/or
		2. to comply with all applicable laws, regulations, orders or directions from any competent authority.
	4. Any Lift and Shift Notice served by the Grantor or the Lessee shall give ESCo not less than [ ] months’ notice of any required Relocation Works (save in case of emergency).
	5. The Grantor shall pay all of ESCo’s proper and reasonable costs of carrying out any Relocation Works and shall be liable for, and shall reimburse ESCo in full on demand from and against, any and all loss suffered by ESCo as the case may be, directly as a result of such Relocation Works, including any losses resulting directly from the inability of ESCo to provide for the conveyance of heat through the Heat Distribution Network [and to supply electricity through the Electricity Network] and/or the disruption of the supply of heat to customers whose premises are supplied via the Heat Distribution Network [and the supply of electricity to customers whose premises are supplied by the Electricity Network] provided in each such case that ESCo shall use reasonable endeavours to mitigate such loss to avoid the disruption of the supply of heat [and electricity] to customers or an inability to provide for the conveyance of heat through the Heat Distribution Network [and the supply of electricity through the Electricity Network]. *[Drafting Note: Parties to consider whether any losses suffered by ESCo ought to be expressly specified – e.g. power generation downtime, any ESCo overheads etc.]*
	6. The Parties agree that the operation of clause 7shall not constitute an interruption of or interference with the rights granted by this Deed.
3. Agreement for a deed of release and grant[[7]](#footnote-7)
	1. The Parties acknowledge that once the Heat Distribution Network [and the Electricity Network] has been [fully designed and/or constructed] new plans and “as laid plans” may be required to accurately record the actual locations of the Heat Distribution Network [and the Electricity Network]. The Parties will each act reasonably in agreeing such new plans.
	2. In the event that either the Grantor and/or ESCo procure new plans following the detailed design and/or ”as laid plans” which are agreed by all Parties (such approval in each case not to be unreasonably withheld or delayed) following the detailed design and/or construction of the Heat Distribution Network [and the Electricity Network] then a Party may serve on the other Parties notice requesting that the Parties enter into a deed of release and grant to record the grant of the Rights over the newly designated Heat Distribution Network [and the Electricity Network] and/or the Access Corridor and/or the Restriction Zone as shown on such new plans and/or "as laid plans" on the same terms as contained in this Deed and to simultaneously extinguish the Rights in respect of the previous Heat Distribution Network [and Electricity Network] and/or the Access Corridor and/or the Restriction Zone as granted by this Deed and the Parties further agree to remove this Deed from the relevant title numbers.
	3. The Grantor consents to the removal of the notice of this Deed from the registered title/s of the Grantor’s Property and the Grantor further consents to notice of the Rights in respect to the deed of release and grant noted in clause 8.2 above being noted against the registered title/s to the Grantor’s Property and the Parties agree to comply with all obligations and requirements of the Land Registry in the removal and noting of the deeds.
	4. The Grantor and ESCo [will each pay their own legal costs in respect to the deed of release and grant][[8]](#footnote-8).
4. Value Added Tax
	1. All sums payable by ESCo are exclusive of any VAT that may be chargeable. Subject to clause 9.3 ESCo must pay VAT in respect of all taxable supplies made to it in connection with this instrument on the due date for making any payment or, if earlier, the date on which the supply is made for VAT purposes.
	2. Every obligation on ESCo to pay the Grantor any sum by way of a contribution, refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor except to the extent that the Grantor obtains a credit for such VAT under the Value Added Tax Act 1994.
	3. ESCo is not required to pay any VAT on any VAT supply which the Grantor makes to ESCo pursuant to this instrument until the Grantor provides ESCo with a VAT invoice addressed to ESCo.
5. General
	1. **Notices**
		1. A notice or communication given to a Party under or in connection with this Deed shall be in writing and sent to the Party at the address [or email address] given in this agreement or as otherwise notified in writing to [the **OR** each] other Party.
		2. This clause 10.1.2 sets out the delivery methods for sending a notice to a Party under this agreement and, for each delivery methods, the date and time when the notice is deemed to have been received or given (provided that all other requirements of this clause have been satisfied and subject to the provision in clause 10.1.3:
			1. if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address];
			2. if sent by [pre-paid first class post or other [next working day delivery service [providing proof of [postage **OR** delivery]] at 9.00am on the [second] Business Day after posting[ or at the time recorded by the delivery service];
			3. if sent by pre-paid airmail [providing proof of [postage **OR** delivery]], at [9.00am on the [fifth] Business Day after posting[ or at the time recorded by the delivery service] OR [INSERT TIME AND DATE]; [or]
			4. [if sent by email, at the time of transmission.
		3. If deemed receipt under clause 10.1.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 10.1.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
		4. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
		5. [A notice given under Deed agreement is not valid if sent by email.]
	2. **Severance**
		1. If any provision or part-provision of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Deed.
		2. If any provision or part-provision of this Deed is deemed deleted under clause 10.2.1 (Deletion of invalid, illegal or unenforceable provision) the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
	3. **Further Assurance**

[At its own expense, each **OR** Each] Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, [promptly] execute and deliver such documents and perform such acts as may [reasonably] be required for the purpose of giving full effect to this Lease.

* 1. **Contracts (Rights of Third Parties) Act 1999**
		1. This Deed does not give rise to any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any terms of this agreement.
		2. [The rights of the Parties to rescind or vary this Deed are not subject to the consent of any other person.]
	2. **Law and jurisdiction**
		1. Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

* + 1. Jurisdiction

Each Party irrevocably agrees that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

In witness of which this Deed has been executed and is delivered as a deed on the date appearing as the date of this Deed.

Executed as a deed by [GRANTOR] acting by
 [a director and its secretary] [two directors]:

*[Signature]*

Director

*[Signature]*

[Secretary] [Director]

Executed as a deed by [ESCo] acting by
[a director and its secretary] [two directors]:

*[Signature]*

Director

*[Signature]*

[Secretary] [Director]

First Schedule

Plans

Second Schedule

The Rights

1. A right for the officers servants and agents of ESCo at all reasonable times and in an emergency at any time to excavate and open up so much of the Restricted Zone and to carry out such works thereon as may be reasonably required for the purposes of laying constructing inspecting maintaining protecting adjusting altering renewing replacing repairing testing cleansing relaying diverting making safe making incapable of operation or removing any part or parts of Heat Distribution Network [and the Electricity Network] together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Heat Distribution Network [and the supply of electricity through and by means of the Electricity Network].
2. A right for the officers servants and agents of ESCo at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant equipment apparatus and materials to enter upon the Restricted Zone and to pass over and across the Access Corridor to obtain access to and egress from Access Corridor and the Restricted Zone for the purpose of exercising or in connection with the exercise of any of the Rights and temporarily to place on the Restricted Zone and the Access Corridor any such plant and materials required to be used in connection with the purposes above mentioned.
3. A right for the officers servants and agents of ESCo at all reasonable times and in an emergency at any time to construct maintain and use the Restricted Zone and the Access Corridor as is reasonably required to facilitate inspection and maintenance of the Heat Distribution Network [and the Electricity Network] or for protecting them from damage.
4. A right to continuous vertical and lateral support for the Heat Distribution Network [the Electricity Network] and the Restricted Zone.
5. A right for the officers servants and agents of ESCo at all reasonable times and in an emergency at any time to enter upon the Access Corridor and the Restricted Zone for the purposes of walking the line of the Heat Distribution Network [and the Electricity Network] and or examining the same.
6. A right for the officers servants and agents of ESCo at all reasonable times and in an emergency at any time to remove any trees or scrub growth which or the roots of which may grow in on over or under the Access Corridor and the Restricted Zone at the cost of the Grantor.
7. A right for the officers servants and agents of ESCo following service of not less than [ ] business days' notice (save in the case of an emergency when no notice shall be required) and failure of the Grantor to remove the same to remove any structure which has been placed in on over or under the Access Corridor and the Restricted Zone at the cost of the Grantor.
8. A right for the officers servants and agents of ESCo following service of not less than [ ] business days' notice (save in the case of an emergency when no notice shall be required) and failure of the Grantor to remove the same to remove any moveable or temporary structure of object structure which has been placed in on over or under the Restricted Zone or the Access Corridor at the cost of the Grantor.
1. Note: Include any other relevant descriptions necessary to describe the scope of/ restrictions on the Access Corridor. [↑](#footnote-ref-1)
2. Note: amend description as relevant [↑](#footnote-ref-2)
3. Note: include any other areas over which it is necessary to control activities for the purposes of protecting the pipework from damage. [↑](#footnote-ref-3)
4. Note: consider whether the Easement should terminate with the termination of the rest of the project documents (eg the Energy Centre Lease/ Concession Agreement or Connection and Adoption Agreement/ Framework Supply Agreement (as relevant)). If this is the case, include an appropriate termination provision. [↑](#footnote-ref-4)
5. Note: Amend as appropriate to reflect the Grantor’s Title and any other relevant caveats on grant. [↑](#footnote-ref-5)
6. Note: Amend as appropriate. Suggested wording is appropriate for a Development that will be in the course of phased construction whilst the district heating scheme is in operation. [↑](#footnote-ref-6)
7. Note: drafting included to accommodate a change in design and pipework route. Include/ amend as appropriate. [↑](#footnote-ref-7)
8. Note: amend as per commercial agreement. [↑](#footnote-ref-8)