

DATED

17th May 2011

YORKSHIRE ELECTRICITY DISTRIBUTION plc

AND

MR NICHOLAS WALLER

AGREEMENT

**For a tenancy of land to the rear of Barnsley Road Distribution Substation,
WOMBWELL**

AN AGREEMENT made the 17th day of May, Two Thousand and Eleven between **YORKSHIRE ELECTRICITY DISTRIBUTION plc** whose Head Office is situate at Lloyd's Court, 78 Grey Street, Newcastle-upon-Tyne NE1 6AF (hereinafter called "the Company") (which expression where the context so admits shall include their successors in title) acting by Mr D S Ingram their authorised Agent of the one part and **Mr Nicholas Waller** of 3, Main Street, WOMBWELL S73 8JQ (hereinafter called "the Tenant") (which expression where the context so admits shall include his successors in title licensees and assigns) of the other part.

WHERE IT IS AGREED:-

i. **THE** Company shall let and the Tenant shall take **ALL THAT** plot of land particulars whereof as set forth in the Schedule hereto (hereinafter called "the said plot of land") for the term of One year from the 1st day of June 2011 and thereafter yearly until determined as hereinafter mentioned at a rent of £200.00 (two hundred pounds) per annum payable annually in advance, on demand.

ii. **THE** Tenant agrees with the Company:-

- (a) To keep the said plot of land at all times in a clean and tidy condition.
- (b) Not to assign or sub-let the said plot of land or any part thereof.
- (c) To use the said plot of land only for the parking of private vehicles or the storage of goods.
- (d) Not to place any permanent erection or building of any kind on the said plot of land.
- (e) On the expiration or sooner determination of the tenancy quietly to yield and deliver up the said plot of land in such good order and condition as aforesaid and not to make any claim upon the Company for compensation in respect of or arising out of the termination of the tenancy.
- (f) To suitable maintain the walls and fences during the period of the Licence.
- (g) Not to dig or excavate below the land as shown coloured in green on the Plan as there are live cables beneath this area.

iii. **IT IS MUTUALLY AGREED:-**

- (a) That if the Company shall require possession of the said plot of land for their statutory purposes, the Company shall have the power to re-enter thereon giving at least 1 months Notice, and the tenancy shall be

determined accordingly.

- (b) That the Company at their own expense for the purpose of conveying electrical energy may from time to time at any time during the tenancy enter upon the said plot of land and erect wires and poles with any necessary stays and appliances and/or lay underground cables with any necessary appliances upon over and through the said plot of land and also may from time to time maintain, repair, renew, inspect and remove the said wires, poles, underground cables and appliances paying reasonable compensation for any damage caused to the property of the Tenants in the execution of the work.
- (c) That the said plot of land is let for the parking of private vehicles only, and the Tenant will not acquire any security of tenure as a result of his use of the land.

THE SCHEDULE above referred to

Approximately 78.5 square metres of land as shown edged on the attached Plan.

IN WITNESS whereof the Agent of the Company and the Tenant have hereunto set their hands of the day and year hereinbefore written.

