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Title Number CYM133515

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DATED 15th April 2002

Mr J
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~~THE~~ NATIONAL GRID COMPANY PLC

Jan

to

INTERNATIONAL POWER PLC

GRANT

of

Right or Easement to erect
Overhead Transmission Lines at Deeside
In the County of Clywd

Needham & James
Solicitors
Stratford upon Avon
Warwickshire
CV37 6QB

OVERHEAD LINES GRANT

THIS DEED OF GRANT is made the 15th day of April Two
No 3 Thousand and two three

BETWEEN:

1. THE NATIONAL GRID COMPANY PLC whose registered office is at National Grid House Kirby Corner Road Coventry CV34 8JY (the "Grantor") (which expression shall be deemed to include its successors in title and assigns) of one part and
Strand, London. WC2N 5EH
2. INTERNATIONAL POWER PLC whose registered office is at Senator House 85 Queen Victoria Street London EC4V 4DP (the "Grantee") (which expression shall be deemed to include its successors assigns tenants and other persons deriving title under it) of the other part

WHEREAS:

1. The Grantor is seized for an estate in fee simple in possession of the property free from encumbrances of the property hereinafter described
2. The rights hereinafter mentioned are required by the Grantee for the purposes of its business of electricity generation
3. The Grantor has agreed to grant the said rights to the Grantee in consideration of the sum hereinafter mentioned

NOW THIS DEED WITNESSES as follows:-

1. In consideration of the sum of five thousand pounds (£5,000.00) now paid by the Grantee to the Grantor (the receipt of which the Grantor hereby acknowledges) and of the covenants of the Grantee hereinafter contained the Grantor with full title guarantee
HEREBY GRANTS unto the Grantee:-

FULL RIGHT AND LIBERTY for the Grantee and all persons authorised by the Grantee from the date hereof to erect and thereafter retain use maintain repair renew inspect alter and remove the lines and works specified in Part I of the Schedule hereto (together hereinafter referred to as the **"Works"**) on under and over that part of the Grantor's property situate at Connah's Quay Deeside as is shown shaded pink on the plan annexed hereto (the **"Plan"**) (the **"Grantor's Land"**) and as incidental to the rights and liberties hereinbefore described

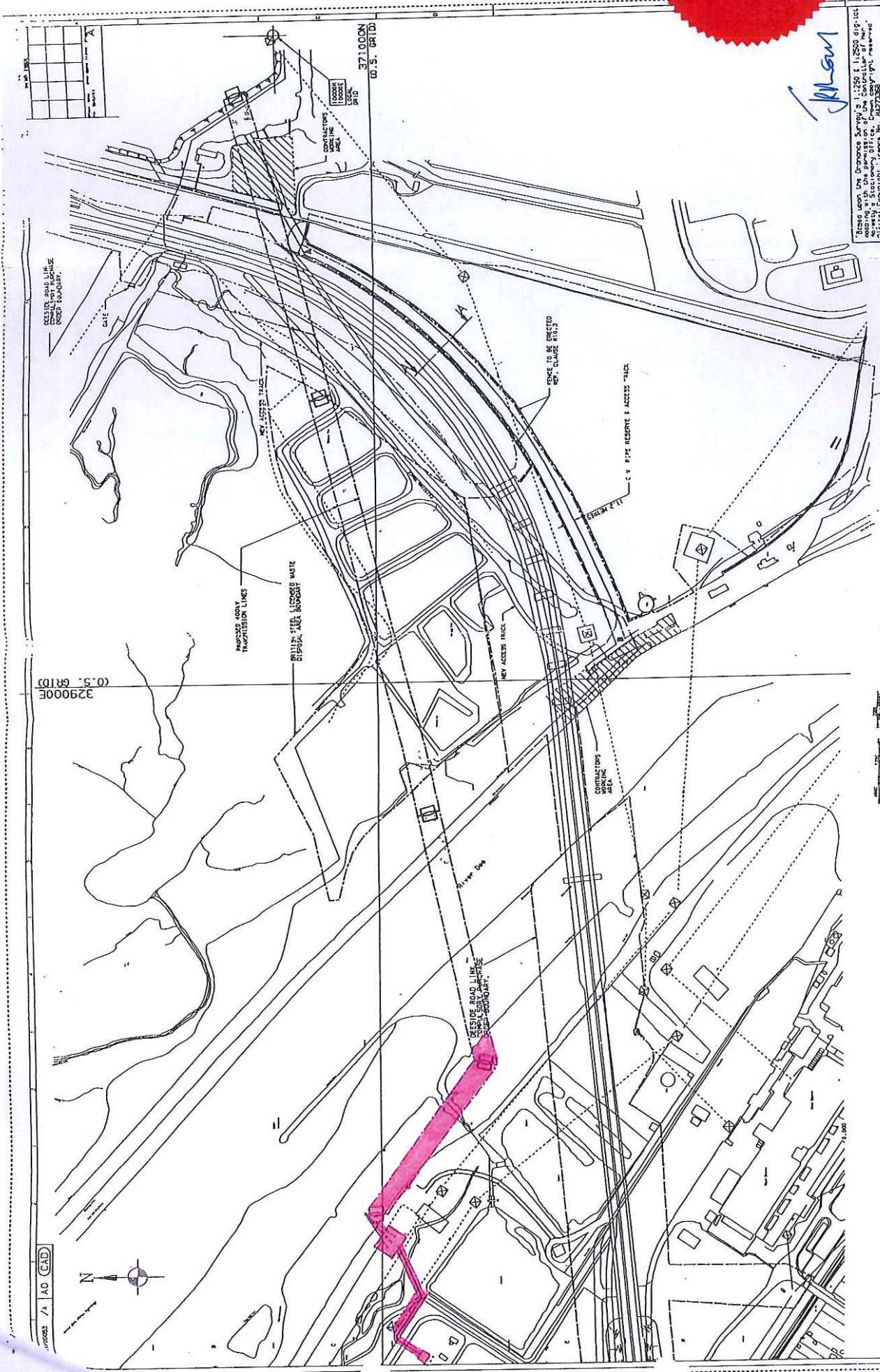
FULL RIGHT AND LIBERTY for the Grantee at its own expense and in a proper and woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the Grantor's Land which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the Works subject to compliance with all appropriate statutory or local authority requirements and also

FULL RIGHT AND LIBERTY for the Grantee and all persons authorised by it from time to time and at all times hereafter upon giving to the Grantor reasonable prior written notice (except in case of emergency) with or without vehicles plant and equipment to enter upon the Grantor's Land for all or any of the purposes aforesaid such entry to be at points and along tracks across the Grantor's Land in positions previously approved by the Grantor (such approval not to be unreasonably withheld or delayed)

FULL RIGHT AND LIBERTY to dig a trench (**"the Trench"**) with a width of approximately 1 metre and depth of approximately 1.3 metres below the present surface of the land indicated for the purposes of identification only by a red line on the Plan and to place the Equipment (as described in Part II of the Schedule) in the Trench and thereafter to erect retain use maintain repair renew inspect and remove the Equipment

TO HOLD the said rights and liberties hereby granted unto the Grantee in fee simple absolutely as an easement appurtenant to its undertaking

msm



 State of Florida License No. 12345	Engineering & Project Description	Site Layout
	Distribution	Utilities
Project Name: DEEDS		Date: 1/1/20
Project Location: DEEDS		Project No.: DEEDS

BRITISH STEEL LICENSED WASTE
DISPOSAL AREA BOUNDARY

SECTION "AA" - SCALE 1:200

[illegible]

2 THE GRANTEE HEREBY COVENANTS with the Grantor as follows:-

- (a) That the erection of the Works and the installation of the Equipment shall be executed by the Grantee in accordance with the Regulations made or having force under Section 29 of the Electricity Act 1989 applicable thereto for the time being in force or any regulations amending or replacing the same made under any existing or future legislation
- (b) That the Grantee will make good to the reasonable satisfaction of the Grantor any damage to the Grantor's Land or to the buildings trees hedges or fences of the Grantor caused by the Works or the Equipment. If for any reason any such damage cannot be made good, or if the Grantee so prefers, the Grantee shall in lieu of making good such damage compensate the Grantor therefor
- (c) That the Grantee will remove from the Grantor's Land (if the Grantor so requires) all timber cordwood and brushwood felled or lopped in exercise of the rights and liberties hereby granted and leave the Grantor's Land neat and tidy
- (d) That the Grantee will keep the Grantor indemnified against all claims demands actions losses and expenses which may be made or issued against or suffered (as the case may be) the Grantor by reason of any default or negligence on the part of the Grantee its servants agents or licensees in connection with the erection user maintenance repair alteration renewal inspection or removal of the Works or the placing of the Equipment or any failure to maintain it or any failure to repair the same or in connection with any of the rights granted therein PROVIDED THAT this indemnity shall not extend to any claims demands actions arising and losses and expenses caused solely by the negligence or default of the Grantor or its tenants, licensees or employees or to such proportion of such losses and expenses as may be attributable to the contributory negligence of the Grantor or its tenants licensees or employees and PROVIDED FURTHER THAT the Grantor shall as soon as practicable give notice in writing to the Grantee of any such claim demand or action brought made or threatened against the Grantor and shall not accept liability pursuant to or settle adjust or compromise any such claim demand or action without consulting the Grantee and shall permit the Grantee at the Grantee's sole expense to have the absolute conduct of the defence of

such claim demand or action including the right to defend admit liability settle or compromise the same on such terms as the Grantee shall think fit and the Grantor shall do all such acts matters and things as the Grantee may reasonably require for such purposes

- (e) That the Grantee will keep the Works in serviceable repair and condition
- (f) The Grantee shall not without the previous written consent of the Grantor (such consent not be unreasonably withheld or delayed) place erect attach or exhibit on the Works any sign notice or advertisement of any kind or nature whatsoever other than the usual safety and warning notices required for the safe and proper operation of the Grantee's transmission system

3. The Grantor with intent to bind the Grantor's Land into whosoever hands the same may come and for the benefit and protection of the Works and the Grantee's business carried on from the Grantee's Land HEREBY COVENANTS with the Grantee that the Grantor and those deriving title number it will at all times hereafter observe and perform the following stipulations that is to say:-

- (a) That no part of any dwellinghouse building or other structure erection or engineering work which may at any time be upon the Grantor's Land shall be so constructed or placed and no tree shrub or underwood which may at any time be upon the Grantor's Land shall be allowed to grow so as to be or come when falling within 5.3 metres of the conductors mentioned in the First Schedule when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of any pylons supporting the same
- (b) That the level of the ground of the Grantor's Land will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the span less than 7.6 metres at a temperature of 122 degrees Fahrenheit

- (c) That nothing shall be done or suffered to be done upon the land forming the site of the Equipment or upon the land within three metres on either side of the Trench (the "Easement Strip") which may in any way interfere with or damage the Equipment or interfere with or obstruct the Grantee's access thereto and without prejudice to the generality of the foregoing that no mechanical excavations will be permitted and no building or other erection shall be constructed and no trees or plants shall be planted over or within the Easement Strip or in such a position that the foundations of the buildings or other erections will be within the Easement Strip without the Grantee's consent
- (d) That the ground cover or the depth of soil over the Easement Strip will not in any way be altered
- (e) That no excavations exceeding 0.3 metres over the route of the Easement Strip will be carried out without a representative of the Grantee being in attendance
- (f) That no heavy vehicles over the weight of 2 tonne are permitted to cross the Easement Strip other than at designated locations

- 4. THERE shall be deemed to be incorporated in this grant covenants by the Grantor with the Grantee for title and further assurance in respect of the rights and liberties hereinbefore granted to the same effect as the covenants referred to in Section 76(1)(a) of the Law of Property Act 1925
- 5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form apart of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds

6. THIS instrument:

(a) is executed as a deed and by its execution the parties authorise their solicitors to deliver it for them when it is dated

(b) was delivered when it was dated

7. The Grantor and the Grantee hereby apply to the Chief Land Registrar (where appropriate) to enter on the Register of the title to the Grantor's property notice of the rights hereby granted and of such of the covenants and stipulations herein contained as are capable of being so noted.

8. Nothing in this lease shall create any rights in third parties under the Contracts (Rights of Third parties) Act 1999. No variation to this lease and no supplemental or ancillary agreement to this lease shall create any such rights unless expressly stated in any such agreement by the parties to this lease.

IN WITNESS whereof this Deed has been executed by the parties hereto in the manner appropriate to them and is intended to be and is hereby delivered on the date first above written

THE SCHEDULE

PART I (the works)

The erection of high voltage (400KV) electricity lines comprising two pairs of conductors per phase and earth wire and one steel pylon for transmitting electricity by three-phase current at a frequency of 50 Hertz and at such pressure as the Grantee may from time to time require for the purpose of its business together with equipment required by the Grantee in connection therewith the said lines and pylon to be erected in the positions approximately indicated by black lines and squares shown highlighted in pink on the plan annexed hereto

PART II (the Equipment)

Electricity cables not exceeding three in number for transmitting electricity by three-phase current at a frequency of fifty hertz and at a pressure of 400,000 volts together with one signalling cable and underground joint bays and associated link boxes the number and location of which are to be determined by the Grantors engineers and the said equipment to be placed in the position approximately indicated by pink shading on the plan

Tom
THE COMMON SEAL of ~~THE~~)
NATIONAL GRID COMPANY PLC)
was hereunto affixed in the presence of:-)

John
MEMBER OF BOARD SEALING COMMITTEE

THE COMMON SEAL of)
INTERATIONAL POWER PLC)
was hereunto affixed in the presence of:-)

