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Title Number CYM133515

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DATED 21st April 2004.

ENVIRONMENT AGENCY

(1)

and

INTERNATIONAL POWER PLC

(2)

GRANT

of

Right or Easement to erect
Overhead Transmission Lines at
Deeside in the County of Flintshire

Morgan Cole
Buxton Court
3 West Way
OXFORD
OX2 0SZ

Tel: (01865) 262600
Fax: (01865) 721367
Ref: REM.407591.1



THIS DEED OF GRANT is made the 21st day of April Two thousand and ~~three~~^{four} BETWEEN ENVIRONMENT AGENCY whose principal office is at Rio House Waterside Drive Aztec West Almondsbury Bristol ("the Grantor" which expression where the context so admits shall be deemed to include his successors in title and assigns) of one part and INTERNATIONAL POWER PLC whose registered office is Senator House 85 Queen Victoria Street London EC4V 4DP ("the Company") which expression where the context so admits shall be deemed to include its successors and assigns) of the other part

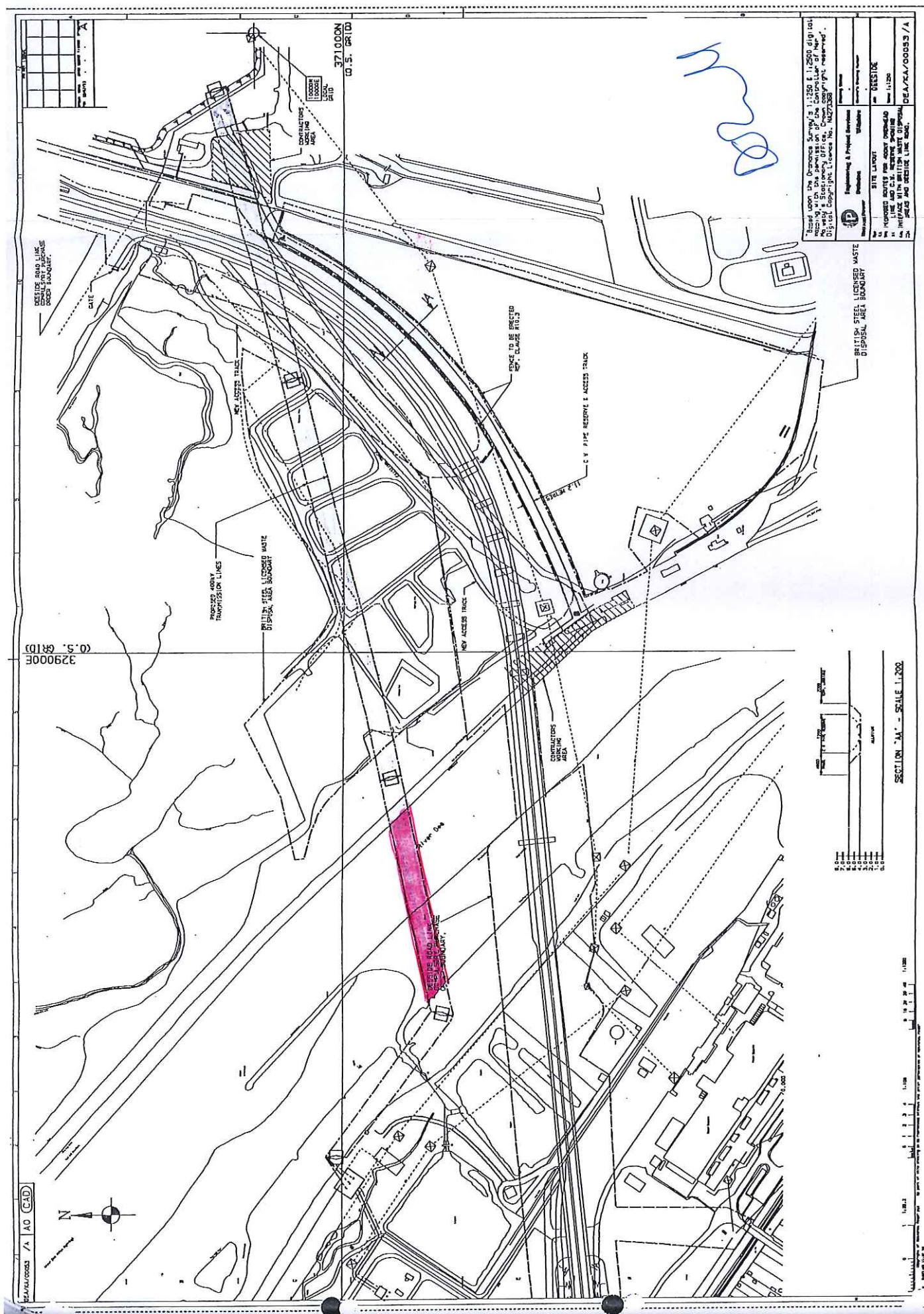
WHEREAS the Grantor is seized for an estate in fee simple in possession free from incumbrances of the property (the Grantor's Property") being the bed of the River Dee at Connah's Quay Flintshire

AND WHEREAS the rights and liberties hereinafter mentioned are required by the Company for the purposes of its functions

AND WHEREAS the Grantor has agreed to sell and the Company has agreed to purchase the said rights and liberties at the price of four hundred pounds (£400.00)

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. IN pursuance of the said agreement and in consideration of the sum of four hundred pounds (£400.00) paid by the Company to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor as Beneficial Owner **HEREBY GRANTS** unto the Company **FULL RIGHT AND LIBERTY** for the Company and all persons authorised by the Company from time to time:-
 - 1.1 to erect use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto ("the electric lines") on and over the land situate at Connah's Quay in the County of Flintshire ("the land") which is shown on the plan



annexed hereto and thereon coloured pink and as incidental to the rights and liberties hereinbefore described

- 1.2 to enter upon the Grantor's Property at all times with or without vehicles plant and equipment for all or any of the purposes aforesaid

TO HOLD the rights and liberties hereby granted unto the Company in fee simple as appurtenant to its undertaking

2. **THE** Company **HEREBY COVENANTS** with the Grantor as follows:-

- 2.1 That the exercise of the rights granted by Clause 1 shall be executed by the Company in accordance with all relevant statutes legislation and regulations made thereunder and without prejudice to the generality of the foregoing 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 replacing the same made under any existing or future legislation
- 2.2 that the Company will make good to the reasonable satisfaction of the Grantor any damage to the Grantor's Property in the exercise of the rights granted by Clause 1 and if for any reason any such damage cannot be made good or if the Grantor reasonably requires the Company shall in lieu of making good such damage compensate the Grantor therefor
- 2.3 that the Company will keep the Grantor indemnified against all actions which may be brought and all claims liabilities costs and demands which may be made against the Grantor by reason of any act default or negligence on the part of the Company in the placing of the electric lines or any failure to repair the same **PROVIDED THAT** the Grantor shall as soon as practicable give notice in writing to the Company of any such action or claim brought made or threatened against the Grantor and shall not settle adjust or compromise such action or claim without the consent of the Company

- 2.4 except in cases of emergency to give reasonable prior notice to the Grantor of its intention to exercise any of the rights contained in Clause 1
3. The Grantor with intent to bind the Grantor's property into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the electric lines **HEREBY COVENANTS** with the Company that the Grantor and those deriving title under him will at all times hereafter observe and perform the following stipulations that is to say:-
- 3.1 that nothing shall be constructed or placed done or suffered to be done upon the land forming the site or the electric lines or upon the land within 5.3 metres on either side of the conductors referred to in the Schedule when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the towers mentioned in the schedule (the "Strip") which may in any way interfere with or damage the electric lines or interfere with or obstruct the Company'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 Strip in such a position that the foundations of the buildings or other erections will be within the Strip without the Company's consent such consent not to be unreasonably withheld
- 3.2 that the level of the ground will not in any manner whatsoever be altered or 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
- 3.3 The Company in exercising the rights hereby granted will comply with the rules regulations and reasonable requirements of the competent Harbour and Navigation

authorities and will exercise the rights in such a manner as to minimise disruption to those exercising rights to navigate the river Dee

4. **THERE** shall be deemed to be incorporated in this Deed covenants by the Grantor with the Company 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) of the Law of Property Act 1925
5. **IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part 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 (£60,000)

THIS Deed shall not be delivered until the date hereof

IN WITNESS whereof the Grantor and the Company have executed this document as a deed the day and year first before written

THE SCHEDULE before referred to

12 Conductors for transmitting electricity by three-phase current at a frequency of fifty cycles per second and at a pressure of 400,000 volts together with one earth wire and the equipment required by the Company in connection therewith the said conductors to be erected in the position approximately indicated by a red line on the said plan attached hereto including rights to use wires for transmitting information by means of electrical or optical impulse

SIGNED as a Deed on behalf of)
ENVIRONMENT AGENCY by)
DAVID CAVELL its Attorney duly)
authorised in that behalf by a Power of)
Attorney dated)



Witnessed by: J. Dent

Ms J Dent
Legal Assistant

c/o Environment Agency, Cambria House,
29 Newport Road, Cardiff,
CF24 0TP

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