

These are the notes referred to on the following official copy

Title Number CYM133515

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED 25th June 1996

BRITISH STEEL plc

to

NATIONAL POWER PLC

GRANT

of

Right or Easement to erect
Overhead Transmission Lines at Deeside
Flintshire

Legal Department
National Power PLC
Windmill Hill Business Park
Whitehill Way
Swindon
Wiltshire
SN5 6PB

O:\Convey\May\09056Y01

THIS DEED OF GRANT is made the 25th day of June One Thousand Nine Hundred and Ninety Six BETWEEN BRITISH STEEL plc whose registered office is at 9 Albert Embankment London SE1 7SN ("the Grantor" which expression where the context so admits shall be deemed to include its successors in title and assigns) of the one part and NATIONAL POWER PLC whose registered office is at Trigonos Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire SN5 9NX ("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 seised for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances of the property known as land situate at Shotton Deeside Flintshire of which the land (hereinafter defined) forms part (the "Grantor's Property")

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 one thousand three hundred pounds (£1,300.00)

NOW THIS DEED WITNESSETH as follows:

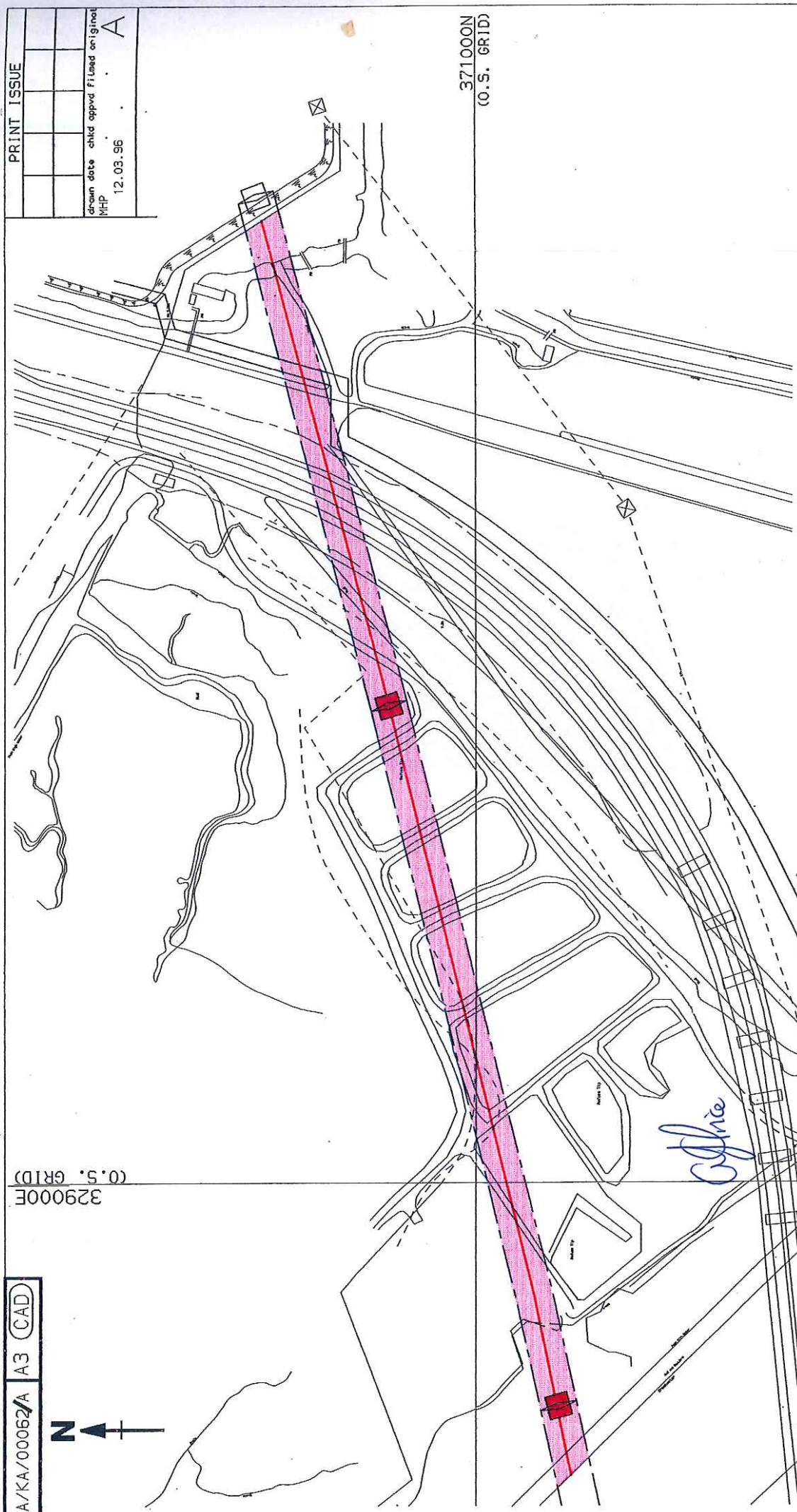
1 IN pursuance of the said agreement and in consideration of the sum of One Thousand Three Hundred Pounds (£1,300.00) paid by the Company to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor with full title guarantee HEREBY GRANTS unto the Company FULL RIGHT AND LIBERTY 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 twenty metres in width shown coloured pink and red situate at Shotton Flintshire ("the land") which is shown on the plan annexed hereto and thereon coloured pink and red and as incidental to the rights and liberties hereinbefore described

1.2 with the prior written approval of the Grantor at its own expense and in a proper and woodmanlike manner to fell or lop and remove from time to time all trees and coppice wood now or hereafter standing on the Grantor's Property which would if not felled or removed obstruct or interfere with the placing construction maintenance or working of the electric lines

DEA/KA/00062/A A3 CAD

329000E
(O.S. GRID)



PRINT	ISSUE

drawn date child approved Final original
 MHP 12.03.96 A

371000N
 (O.S. GRID)

 National Power	Design & Construction Division Swindon	Wiltshire
	SITE LAYOUT BRITISH STEEL EASEMENT OVERHEAD LINE	
S/s KA S/s 01 F/n	Job DEESIDE Scale 1:2500	Drawing Status *** Client's Drawing Number ***
DEA/KA/00062/A		DE/KA/00062/A

1.3 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 at all times to take all reasonable and proper precautions to ensure that in the exercise of the rights granted by Clause 1 the Company and its servants agents employees and workmen shall cause as little obstruction or interference with the use of and as little damage to the Grantor's Property or to the pipes wires cables drains sewers conduits or other service or conducting media ("the Service Media") or other apparatus or equipment of the Grantor in on over or under or serving the Grantor's Property and that where any damage is so caused to

notify the same to the Chief Civil Engineer at the Grantor's Shotton Works forthwith PROVIDED THAT if any such damage is caused that the Company will make good to the reasonable satisfaction of the Grantor any damage to the Grantor's Property or to the service media or other equipment or apparatus thereof or to any buildings trees hedges fences or crops of the Grantor thereon 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 if reasonably required by the Grantor so to do the Company will remove from the Land all timber cordwood and brushwood felled or lopped in exercise of the rights and liberties hereby granted and leave the Grantor's Property neat and tidy
- 2.4 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 or incurred by the Grantor and which would not have been brought or incurred but for the granting of this easement or the exercise of the rights hereby granted or by reason of any act default or negligence on the part of the Company in the erection 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 such consent not to be unreasonably withheld

2.5 except in cases of emergency when the Company shall endeavour to give verbal notice to the Chief Civil Engineer at the Grantor's Shotton Works (provided that if notice is not received prior to the exercise of such rights then the Company shall notify the Grantor in writing of such exercise as soon as possible thereafter) to give reasonable prior notice to the Grantor of its intention to exercise any the rights contained in Clause 1

2.6 following abandonment or cesser of use of the electric lines or any part or parts thereof to render the electric lines safe or if requested so to do by the Grantor to remove at the Company's own expense the electric lines from the land and make good to the reasonable satisfaction of the Grantor's Chief Civil Engineer any damage to the Grantor's Property or any other damage caused thereby

2.7 that the Company will pay discharge and indemnify the Grantor against all rates and taxes duties charges assessments and outgoings which now or at any time hereafter shall be charged imposed or payable in respect of the electric lines

2.8 that the Company will pay to the Grantor upon demand the proper and reasonable costs charges and expenses (including legal and other professional advisers' fees) incurred by the Grantor in consequence of the grant of this Easement

3 The Grantor with intent to bind the land 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 it 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 of the electric lines or upon the land within 5.3 metres on either side of the conductors referred to in the First Schedule ("the Strip") 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 First Schedule which in any way interferes with or damages the electric lines or interferes with or obstructs 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 or 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 or 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 that the Company shall be afforded reasonable access across the access roads on the Grantor's Property or such other parts of the Grantor's Property as may be necessary with or without vehicles for the purpose of constructing, maintaining, altering, renewing or removing any of the electric lines
- 4 The Grantor hereby acknowledges the right of the Company to production of the deeds and documents set out in the Second Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof
- 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 remains undelivered 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 FIRST 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 fibre optic cable and two towers for supporting the same and the equipment required by the Company in connection therewith the said conductors and towers to be erected in the position approximately indicated by a red line and red circles respectively on the said plan attached hereto including rights to wires for transmitting information by means of electronic or optical impulse

THE SECOND SCHEDULE before referred to

DATE	DOCUMENT	PARTIES
1.7.1907	Conveyance	Mary Jane Wright Charles William Wright William Dundas Gilpin-Brown (1) and John Summers + Son Limited (2)
14.12.1914	Conveyance	The Dee Conservancy Board (1) and John Summers & Sons Limited (2)
7.2.1937	Conveyance	The Dee Conservancy Board (1) and John Summers & Sons Limited (2)
18.3.1970	Statutory Instrument	The Steel Companies (Vesting) Order 1970 No 430
2.8.1988	Statutory Instrument	The British Steel Act 1988 (Appointed Day) Order 1988 No 1375
2.8.1988	Statutory Instrument	The British Steel Act 1988 (Nominated Company Order 1988 No 1376

x JJP x
x JJP x

The Common Seal of
BRITISH STEEL plc
was hereunto affixed
in the presence of)
)
)
)



Authorised Signatory



O:\Convey\May\0956Y01