

U169/1/1

DATED 29th March 198 8

GWYNEDD COUNTY COUNCIL

- and -

CENTRAL ELECTRICITY GENERATING BOARD

D E E D O F G R A N T

JPS/SO.17805/2

27114Y02/JPS 2

T H I S D E E D O F G R A N T is made the ^{29th} day
of ^{March} One thousand nine hundred and eighty ^{eight} B E T W E E N
THE COUNTY COUNCIL of GWYNEDD of County Offices Caernarfon
Gwynedd (hereinafter called "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 the CENTRAL ELECTRICITY
GENERATING BOARD of Sudbury House 15 Newgate Street London
EC1A 7AU (hereinafter called "the Board" which expression where
the context so admits shall be deemed to include their successors
and assigns) of the other part

W H E R E A S the Grantor is seised for an estate in fee
simple in possession free from incumbrances (except for the lease
to the Tenants and as hereafter mentioned) of the property
hereinafter described

A N D WHEREAS the rights and liberties hereinafter
mentioned are required by the Board for the purposes of their
functions

A N D WHEREAS the Grantor has agreed to sell and the Board
have agreed to purchase the said rights and liberties at the
price of One Pound (£1.00)

N O W THIS DEED W I T N E S S E T H as follows:-

1. IN pursuance of the said agreement and in consideration of
the sum of One pounds (£1.00) paid by the Board to the Grantor
(the receipt of which sum the Grantor hereby acknowledges) the
Grantor as Beneficial Owner HEREBY GRANTS unto the Board FULL
RIGHT AND LIBERTY for the Board from time to time to place on or
below and to use maintain repair renew inspect and remove the
tracks cables pipes earth rods valve chambers and ancillary
equipment specified in the Schedule hereto (together hereinafter
referred to as "the equipment") on and under the property situate

Stores

Fire Queen
Shed.

Station
Building.

Tunnel
Portal.

Gate.

Gates.

Wall.

030808
Joint Works

R. M. Kelly
ASSISTANT SECRETARY
CENTRAL ELECTRICITY GENERATING BOARD

SIDING INTO CABLE TUNNEL GILFACHDDU.

(NOT TO SCALE.)
Ref: U169/1/1
25/7/1984

at Llyn Padarn Llanddeiniolen in the County of Gwynedd which said property is shown on the plan annexed hereto and as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY for the Board at their own expense and in a proper and woodmanlike manner after obtaining all necessary consents from all relevant authorities to fell and remove from time to time all trees coppice wood now or hereafter standing on the said property which would if not felled or removed obstruct or interfere with the placing maintenance or working of the electric cables and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by them from time to time and at all times hereafter to enter upon the said property with or without vehicles and plant for all or any of the purposes aforesaid TO HOLD the rights and liberties hereby granted unto the Board in fee simple as appurtenant to their undertaking

THE Board HEREBY COVENANT with the Grantor as follows:-

- (a) That they will make good to the reasonable satisfaction of the Grantor any damage to the said property or to any buildings trees hedges fences crops or livestock of the Grantor thereon caused by the equipment or by the placing of the equipment If for any reason any such damage cannot be made good or if the Board so prefer they shall in lieu of making good such damage compensate the Grantor therefor
- (b) That they will keep the Grantor indemnified against all actions which may be brought and all claims and demands which may be made against the Grantor by reason of any default or negligence on the part of the Board in the placing of the equipment or any failure to repair the same Provided that the Grantor shall as soon as practicable give

notice in writing to the Board 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 Board

THE expression "the placing of the equipment" herein used includes the placing user maintenance repair renewal inspection and removal of the equipment

ANY dispute or difference arising under this clause shall be submitted to arbitration in manner provided by the Arbitration Act 1950 or any statutory modification thereof for the time being in force

3. THE Grantor and the Tenants with intent to bind the said property hereinbefore described into whosoever hands the same may come and hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the equipment HEREBY COVENANT with the Board that the Grantor and the Tenants and those deriving title under them will at all times hereafter observe and perform the following stipulations that is to say:-

- (a) That nothing shall be done or suffered to be done upon the land forming the site of the equipment or upon the land within ten feet adjacent thereto which is within the Grantors ownership or control which may in any way interfere with or damage the equipment its operation and use or interfere and use or interfere with or obstruct the Boards access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over or adjacent to the equipment or in such a position that the security or

functioning of the equipment would in the Boards opinion be prejudiced or endangered

- (b) That the ground cover or the depth of soil over the equipment will not in any way be altered
- (c) That no excavations exceeding one foot over the route of the equipment will be carried out without a representative of the Board being in attendance

4. THERE shall be deemed to be incorporated in this Deed covenants by the Grantor with the Board 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(i)(a) of the Law of Property Act 1925

5. IT IS HEREBY CERTIFIED that the transaction hereby affected 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 Thirty Thousand pounds

IN WITNESS whereof the Grantor and the Board have caused their Common Seals to be hereunto affixed the day and year first before written

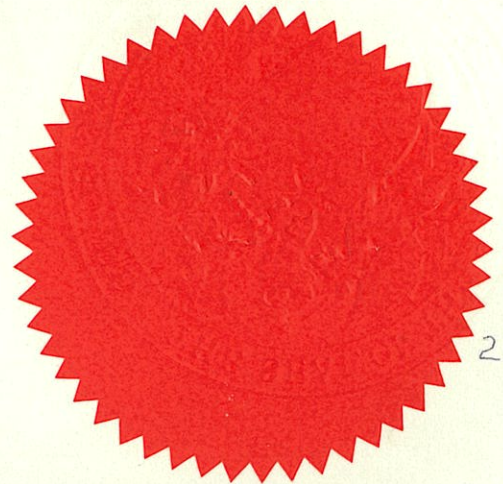
THE SCHEDULE before referred to

1. The railway siding running from and connecting to the track of the adjacent Llanberis Lake Railway shown by two red lines on the plan annexed

2. All chambers pits covers and other equipment ancillary to or associated with the foregoing items

All of which equipment and the position thereof is more particularly shown and delineated on the annexed plan

THE COMMON SEAL of the CENTRAL)
ELECTRICITY GENERATING BOARD was)
hereunto affixed and is)
authenticated by:-)



21289

An Authorised Signatory
R. Metcalfe
ASSISTANT SECRETARY

THE COMMON SEAL of the GWYNEDD)
COUNTY COUNCIL is hereunto affixed)
in the presence of:-)

Geraint Jones
chairman *Deputy County Secretary*



030807

~~Chief Executive~~

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19 October 1987