

U.169/1/3

DATED

6th July

1977

C.N. COOKE ESQ.

- to -

CENTRAL ELECTRICITY GENERATING BOARD

GRANT

- of -

Right or Easement to lay electric
cables and water pipes at
Llanddeiniolen in the County of
Gwynedd

60000

THIS DEED OF GRANT is made the SIXTH day of JULY

One thousand nine hundred and seventy nine BETWEEN CYRIL NORMAN COOKE of
The Old Rectory Wishaw Sutton Coldfield in the County of Warwick (hereinafter called
"the Grantor" which expression where the context so admits shall be deemed to include
his 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 its successors and assigns) of the other part.

WHEREAS the Grantor is the estate owner in respect of the fee simple in
possession of the property hereinafter described for his own use and benefit
absolutely free from incumbrances capable of affecting the exercise of the rights and
liberties hereinafter mentioned.

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

AND WHEREAS the Grantor has agreed to sell and the Board has agreed to
purchase the said rights and liberties at the price of Five hundred pounds (£500).

NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the sum of FIVE
HUNDRED POUNDS (£500) 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 at a depth
of not less than Three feet below the present surface of the land use maintain repair
renew inspect and remove the electric cables and cooling water pipes and ancillary
equipment specified in the Schedule hereto (together hereinafter referred to as "the
electric cables") on and under the property situate at Llanddeiniolen in the County
of Gwynedd and known as Part Fachwen Bank Fachwen which said property is shown on
the plan annexed hereto and thereon coloured pink and as incidental to the rights
and liberties hereinbefore described FULL RIGHT AND LIBERTY for the Board at its own
expense and in a proper and woodmanlike manner to fell and remove from time to time
all trees and 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 the Board 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 its undertaking.

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

(a) That the placing of the electric cables shall be executed by the Board in accordance with the regulations made or having force under Section 60 of the Electricity Act 1947 applicable thereto for the time being in force_____

(b) That the Board 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 electric cables or by the placing of the electric cables If for any reason any such damage cannot be made good or if the Board so prefer the Board shall in lieu of making good such damage compensate the Grantor therefor_____

(c) That the Board 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 electric cables 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 electric cables" herein used includes the placing user maintenace repair renewal inspection and removal of the electric cables_____

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 with the intent to bind the said property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the electric cables HEREBY COVENANTS with the Board that the Grantor and those deriving title under him 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 electric cables or upon the land within Fifteen feet on either side of the centre of the route of the electric cables which may in any way interfere with or damage the electric cables or interfere with or obstruct the Board's 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 within Fifteen feet of the centre of the route of the electric cables or in such a position that the foundations of the buildings or other erections will be within Fifteen

feet of the centre of the route of the electric cables

(b) That the ground cover or the depth of soil over the electric cables will not in any way be altered

(c) That no excavations exceeding One foot over the route of the electric cables will be carried out without a representative of the Board being in attendance

4. (1) THE Board HEREBY FURTHER COVENANTS with the Grantor that if the Grantor shall at any time while this Deed remains effective obtain planning permission under the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof for the time being in force for the development of the said property hereinbefore described or some part or parts thereof for residential or industrial purposes or for the extraction of minerals the Board will within Six months of being served by the Grantor with written notice of the granting of such permission (such notice being accompanied by copies of the permission and of the application for the same together with copies of any plans or specifications referred to therein) pay to the Grantor compensation for any diminution in the value for such purposes of the said property or the part or parts thereof in respect of which planning permission shall have been obtained as aforesaid attributable to the existence of the electric cables upon the said property provided that the Board may deduct from such compensation such part of the consideration money of Five hundred pounds (£500) paid by the Board to the Grantor on the execution of this Deed and of any compensation previously paid by the Board to the Grantor under this clause as it may be proper to deduct therefrom on the basis that the Grantor shall not be entitled to be compensated by the Board more than once in respect of the same loss

(2) IF any dispute or difference shall arise between the Grantor and the Board as to the amount of any compensation payable by the Board to the Grantor under this clause or the amount of any deduction therefrom or as to any other matter or question arising out of the provisions of this clause the same shall be determined upon the reference of either party by the Lands Tribunal under the Lands Tribunal Act 1949 and the Land Compensation Acts 1961 and 1973

5. 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(1)(a) of the Law of Property Act 1925

6. THE written Consent dated the Tenth day of November One thousand nine hundred and seventy five to the laying of the electric cables under the property hereinbefore described given to the Board by the Grantor is hereby determined as from the date hereof and the electric cables shall be deemed to have been laid pursuant to these

presents and not pursuant to the said written Consent

7. 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 Fifteen thousand pounds (£15,000)

IN WITNESS whereof the Grantor has hereunto set his hand and seal and the Board has caused its Common Seal to be hereunto affixed the day and year first before written

THE SCHEDULE before referred to

SIX oil filled electricity cables 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 cooling water pipes not exceeding Eight in number and ancillary cables not exceeding Eight in number the said cables and pipes being or to be placed in the position approximately indicated by a red line on the said plan Together with surface mounted link box covers not exceeding Four in number and Two pairs of manhole covers for drain valve pits and all ancillary apparatus

SIGNED SEALED AND DELIVERED by the said)
Cyril Norman Cooke in the presence of :-)

Witness x D. S. Griffin
Address 17 Wood End Way
Aldridge,
Walsall
Occupation Secretary



