

U.169/2/1

DATED 28<sup>th</sup> MARCH 1978

H. EVANS ESQ.

- to -

CENTRAL ELECTRICITY GENERATING BOARD

\_\_\_\_\_

G R A N T

- of -

Right or Easement to instal electricity  
transmission works at Brynrefail in the  
County of Gwynedd

\_\_\_\_\_

PE. 9 76/17

Number 2 on  
Schedule

TYPE OF APPLICATION

NEW REGISTRATION

OFFICIAL REFERENCE NUMBER

LC/68664/78

DATE OF REGISTRATION

07 APR 1978

NAME OF THE ESTATE OWNER/CHARGOR

**IMPORTANT** PLEASE READ THE NOTES OVERLEAF

Particulars of the entry

HUGH \* EVANS \*

- (1) D(II) NO. 68664 REGISTERED ON 07 APR 1978
- (2) LAND AT BRYNREFAIL LLANDDEINIOLLEN BEING FORMERLY PART OF SITE OF
- (2) DINORWIC QUARRY RAILWAY
- (3) ARFON
- (4) GWYNEDD

APPLICANT'S  
REFERENCE

HP/S016216

APPLICANT'S KEY  
NUMBER

2002177

AMOUNT DEBITED

£

0.50

THE SECRETARY & SOLICITOR  
CENTRAL ELECTRICITY GENERATING BOARD  
SUDBURY HOUSE  
15 NEWGATE STREET  
LONDON

Any enquiries concerning this  
acknowledgement to be addressed to :—

The Superintendent

Particulars of  
the entry

Name of the  
Estate owner/Chargor

Code numbers

Fees

Practice Guide

1. Please check the information printed overleaf and notify the Land Charges Department of any apparent inaccuracy.
2. Asterisks(\*) are used to identify the surname of an individual.
3. The following is an explanation of the code numbers used to identify information printed overleaf: —
  - (1) Type of Entry. Official Reference Number. Date of Registration.
  - (2) Short description of the land.
  - (3) Parish, place or district.
  - (4) County.
  - (5) Additional information regarding the entry.
4. The fee amounts shown on this certificate are provided for information only. Where fees have been debited to an account, a solicitor should await receipt of an invoice before making payment.
5. Further information about the procedures in the Land Charges Department are contained in "Computerised Land Charges Department— a practical guide for solicitors" which can be purchased from H.M. Stationery Office.



THIS DEED OF GRANT is made the 28<sup>th</sup> day of MARCH One thousand nine hundred and seventy eight BETWEEN HUGH EVANS of Min y Don Brynrefail in the County of Gwynedd (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 seised of the property hereinafter described for an estate in fee simple in possession free from incumbrances capable of affecting the exercise of the rights and liberties hereby granted

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 Two hundred pounds (£200)

NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the sum of TWO HUNDRED POUNDS (£200) paid by the Board to the Grantor (receipt of which sum the Grantor hereby acknowledges) the Grantor as Beneficial Owner HEREBY GRANTS unto the Board

(a) FULL RIGHT AND LIBERTY for the Board to place on the present surface of the land and from time to time to use maintain repair renew inspect and remove the Link Box Pillars and ancillary equipment specified in the Schedule hereto

(b) FULL RIGHT AND LIBERTY for the Board to place at a depth of not less than Three feet below the present surface of the land and from time to time to use maintain repair renew inspect and remove the electric cables and cooling water pipes and ancillary equipment (hereinafter together referred to as "the electric cables") specified in the said Schedule (the Link Box Pillars and the electric cables being together hereinafter referred to as "the works") on and under the property situate at Brynrefail in the Parish of Llanddeiniolen in the District of Arfon in the County of Gwynedd (formerly Caernarvon) which said property is shown coloured pink on the plan annexed hereto 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 shrubs 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 works and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by it from time to time and at all times hereafter to enter upon the said property with or without vehicles and with all necessary materials apparatus equipment 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. (1) THE Board HEREBY COVENANTS with the Grantor as follows :-

(a) That the placing of the works 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 it will make good to the reasonable satisfaction of the Grantor any damage to the said property or to any buildings trees hedges or fences of the Grantor thereon caused by the works or by the placing of the works Provided that if for any reason any such damage cannot be made good or if the Board so prefers it shall in lieu of making good such damage compensate the Grantor therefor.

(c) That it 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 works 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.

(2) THE expression "the placing of the works" where used in this clause includes the placing user maintenance repair renewal inspection and removal of the works.

(3) ANY dispute or difference arising between the parties under this clause shall be submitted to arbitration in manner provided by the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

3. THE Grantor with 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 works 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 works 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 works 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.

4. THE written Consent dated the Eleventh day of December 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.

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 Fifteen thousand pounds.

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

DINORWIC - PENTIR CABLE ROUTE

(a) TWO surface mounted Link Box Pillars each measuring 1.565 metres x 0.800 metres x 0.506 metres Together with the necessary ancillary equipment the said Link Box Pillars being placed in the positions approximately indicated by red circles on the said plan.

(b) SIX oil filled 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 one power supply cable eight cooling water pipes eight low voltage and signalling cables and the necessary ancillary equipment the said cables and pipes being laid in one trench in the position approximately indicated by a red line on the said plan.

SIGNED SEALED AND DELIVERED by the said )  
Hugh Evans in the presence of :- )

*Llyn Evans*  
*Minafon*  
*Brynrefail*  
*Gwynedd*

*Hugh Evans*  
*Minafon*  
*Brynrefail*  
*Gwynedd*





CENTRAL ELECTRICITY GENERATING BOARD  
North Western Region

U169 DINORWIC 400KV CABLE

28.6.77

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Reference

U169 2 1

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PART: 25/7030.  
Llyn Padarn