

4169/111

DATED 29th March 1988

GWYNEDD COUNTY COUNCIL (1)

and

RHEILFFORD⁷ LLYN PADARN
CYFYNGEDIG (2)

- to -

CENTRAL ELECTRICITY
GENERATING BOARD (3)

G R A N T

- of -

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

JPS/SO.17805/2

27114Y03/JPS 2

THIS DEED OF GRANT is made the 29th
day of *Nov* One thousand nine hundred and eighty ^{eigh}two
BETWEEN THE COUNTY COUNCIL of GWYNEDD of County Offices
Caernarfon in the County of 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
first part Rheilffordd Llyn Padarn Cyfyngedig whose registered
office is situate at Gilfach Ddu, Llanberis in the County of
Gwynedd (hereinafter called "the Tenants" which expression shall
where the context so admits include their successors and assigns)
of the second 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

WHEREAS 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 AND WHEREAS the said property or part or
parts thereof is lease to the tenants for a term of *twentyone*
years from the *First* day of *April* One thousand nine hundred and *seventy*
three under a lease dated the *Thirteenth* day of *July* *February* One thousand
nine hundred and *seventyseven* made between the
Grantor of the one part and *Rheilffordd Llyn Padarn Cyfyngedig*
~~Alwyn Hughes Jones Ieuan Ellis Jones~~
~~William Andreas Jones and Humphrey Roberts (the then trustees of~~
~~the Tenant)~~ of the other part

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 and the Tenants have agreed to enter into this Deed in manner hereinafter appearing

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

1. (a) IN pursuance of the said agreement and in consideration of the sum of TWO THOUSAND POUNDS (£2000) 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 six inches 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 adjoining Llanberis Lake in the County of Gwynedd which said property is shown on the two plans annexed hereto and thereon coloured pink and as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY for the Board at their own expense after obtaining all necessary consents and in a proper and woodmanlike manner 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 subject to the said Lease

- (b) In consideration of the sum of (£900.00) paid by the Board to the Tenants (the receipt of which the Tenants hereby acknowledge) the Tenants HEREBY CONSENT to the grant detailed in (a) above

2. THE Board HEREBY COVENANT 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 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 electric cables or by the placing of the electric cables or using the said property for access to apparatus on adjoining and 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
- (c) 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 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 maintenance 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 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 electric cables 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 electric cables or upon the land within ten 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 ten 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 ten 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. (a) FOR the consideration aforesaid the Grantor also HEREBY GRANTS to the Board the right to enter upon and use the property herein before described for the purposes of gaining access to any of the Board's cables pipes apparatus or equipment which may be situated on adjoining land and for the purposes of doing anything in relation to such cables pipes apparatus or equipment which would be permitted under this deed if they were on the said property hereinbefore described

(b) For the consideration aforesaid the Tenants also CONSENT to such further grant

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(i)(a) of the Law of Property Act 1925

6. (a) THE written Consent dated the Second day of June One thousand nine hundred and seventy six to the laying of the electric cables under the property hereinbefore

described given to the Board by the Grantor and

- (b) The written Consent dated the Fourteenth day of October One thousand nine hundred and seventy five to like effect given to the Board by the Tenants and being numbered U.169/1/2 are hereby determined as from the date hereof and the electric cables shall be deemed to have been laid pursuant to those 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 Thirty thousand pounds

IN WITNESS whereof the Tenants have hereunto set their hands and seals and 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

Electricity cables not exceeding seven in number for transmitting electricity by three-phase current at a frequency of fifty cycles per second and (as to six cables) at a pressure not exceeding 400,000 volts and (as to one cable) at a pressure not exceeding 3,300 volts Together with cooling water pipes not exceeding eight in number and Together with any necessary ancillary cables and apparatus the said cables and pipes (being) placed in the position approximately indicated by a red line on the said plan Together with junction boxes not exceeding twelve in number

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

An Authorised Signatory
R. Ashville
ASSISTANT SECRETARY



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

~~Chairman~~

Geraint L Jones
Deputy County Secretary

~~Chief Executive~~



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THE COMMON SEAL of RHEILFFORD
LLYN PADARN LYFYNGEDIG was
hereunto affixed in the
presence of:-

Director

Secretary

David Jones
A. Brady



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20 October 1987