

U.169/3/1

DATED 5th October 1978

MRS. S.T. ADCOCK AND OTHERS

- to -

CENTRAL ELECTRICITY GENERATING BOARD

G R A N T

- of -

Right or Easement to lay electric cables (and
water pipes) at Craig-y-Dinas Llanddeiniolen
in the County of Gwynedd

THIS DEED OF GRANT is made the Sixth day of October One thousand nine hundred and seventy eight B E T W E E N SYLVIA THELMA ADCOCK of 6 Tiddington Road Stratford upon Avon Warwickshire JOHN ANTONY ALDERSON of Rutland House 148 Edmund Street Birmingham and REGINALD FORT of 30 Union Street Birmingham (hereinafter called "the Grantors" which expression where the context so admits shall be deemed to include their 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 David Hugh Adcock late of Grosvenor House Hotel Warwick Road Stratford upon Avon Warwickshire (hereinafter called "the Testator") died on the Sixth day of July One thousand nine hundred and seventy six and probate of his Last Will and Testament was on the Eighth day of October One thousand nine hundred and seventy six granted to the Grantors out of the District Probate Registry at Birmingham

A N D WHEREAS the Testator was at the date of his death seised of certain property situate at Penisarwaen in the County of Gwynedd known as the disused mineral railway at Craig-y-Dinas for an estate in fee simple in possession free from incumbrances the same being more particularly delineated on the plan annexed hereto and thereon coloured pink

A N D WHEREAS the Grantors have not given or made any consent or conveyance in respect of a legal estate in or affecting the said property or any part thereof

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 Grantors have agreed to sell and the Board have agreed to purchase the said rights and liberties at the price of One hundred and thirty pounds (£130)

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 HUNDRED AND THIRTY POUNDS (£130) paid by the Board to the Grantors (the receipt of which sum the Grantors hereby acknowledge) the Grantors as Personal Representatives of the Testator and in exercise of their statutory powers HEREBY GRANT 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 said property 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 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 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

2. THE Board HEREBY COVENANT with the Grantors 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 Grantors any damage to the said property or to any buildings trees hedges fences crops or livestock of the Grantors 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 they shall in lieu of making good such damage compensate the Grantors therefor
- (c) That they will keep the Grantors indemnified against all actions which may be brought and all claims and demands which may be made against the Grantors 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 Grantors shall as soon as practicable give notice in writing to the Board of any such action or claim brought made or threatened against the Grantors 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 Grantors with intent to bind the said property hereinbefore described into whosescever hands the same may come and for the benefit and protection of the Board's undertaking and the electric cables HEREBY JOINTLY AND SEVERALLY COVENANT with the Board that the Grantors 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 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. THERE shall be deemed to be incorporated in this Deed covenants by the Grantors 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. THE written Consent dated the Twentieth day of June One thousand nine hundred and seventy seven to the laying of the electric cables under the property hereinbefore described given to the Board by Sylvia Thelma Adcock aforesaid 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

6. 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 Grantors have hereunto set their hands and seals and the Board have caused their Common Seal to be hereunto affixed the day and year first before written

THE SCHEDULE before referred to

Electricity cables not exceeding Three in number for transmitting electricity by three-phase current at a frequency of Fifty cycles per second and at a pressure of 400,000 volts and one 3300 volt power supply cable Together with cooling water pipes not exceeding Four in number and ancillary cables and apparatus required by the Board in connection therewith the said cables and pipes to be placed in the position approximately indicated by a red line on the said plan

SIGNED SEALED AND DELIVERED by the)
said Sylvia Thelma Adcock in the)
presence of :-)

STA
Sylvia T. Adcock.

Witness

x

D. Mand.

Address

x

2 CHURCH TERRACE
NEWBOLD-ON-STONE
STRATFORD-UPON-AVON.
WARWICKSHIRE.

Occupation

x

HOTEL ASSISTANT MANAGER.

SIGNED SEALED AND DELIVERED by the)
said John Antony Alderson in the)
presence of :-)

J. A. Alderson

Julia Gibson,
12 Ulverley Court,
Ulverley Green Rd,
SOLIHULL.

Secretary.

SIGNED SEALED AND DELIVERED by the)
said Reginald Fort in the presence)
of :-)

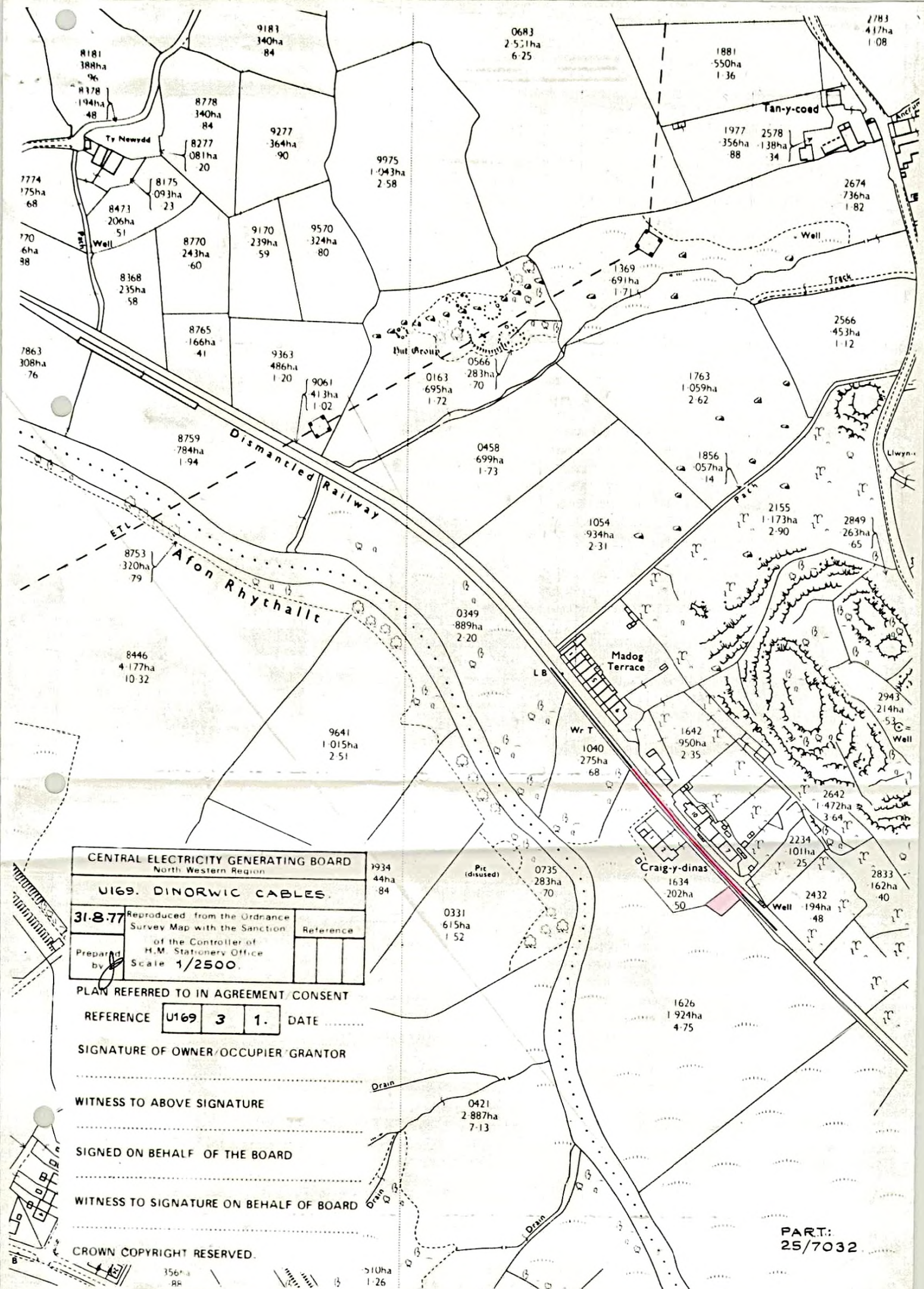
Reginald Fort

witness name
address

MARK PHILLIPS
5 CANTERBURY CLOSE
LICHFIELD
STAFFS.

AUDIT CLERK

occupation



CENTRAL ELECTRICITY GENERATING BOARD North Western Region	
U169. DINORWIC CABLES.	
31.8.77	Reproduced from the Ordnance Survey Map with the Sanction of the Controller of H.M. Stationery Office Scale 1/2500.
Prepared by	Reference

PLAN REFERRED TO IN AGREEMENT/CONSENT

REFERENCE

U169	3	1.
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 DATE

SIGNATURE OF OWNER/OCCUPIER GRANTOR

WITNESS TO ABOVE SIGNATURE

SIGNED ON BEHALF OF THE BOARD

WITNESS TO SIGNATURE ON BEHALF OF BOARD

CROWN COPYRIGHT RESERVED.

PART:
25/7032