

EV / 6 / 39 + 4100 / 6 / 43b

DATED 8th day of October 1974

40-24-26
1106 THEATRE

PE 4 72/73

R/52
to £1,218.

R.G. WILLIAMS ESQ. and his MORTGAGEES

- to -

CENTRAL ELECTRICITY GENERATING BOARD

G R A N T

- of -

Right or Easement to erect electric lines
and to lay electric cables at Llanyghenedl
in the County of Anglesey

THIS DEED OF GRANT is made the Eight day of October
One thousand nine hundred and seventy ~~four~~ BETWEEN RICHARD GARDNER WILLIAMS
formerly of Penrhyn Llanfwrog in the County of Anglesey but now of Cleifiog Bungalow
Gorad Road Valley Holyhead in the said County of Anglesey Esquire (hereinafter called
"the Grantor" which expression where the context so admits shall be deemed to include
his successors in title and assigns) of the first part STANLEY LLEWELYN PROTHERO of
Treiowerth Bodedern in the said County County Court Registrar and GEORGE ALUN WILLIAMS
of London Road Valley aforesaid Solicitor (hereinafter called "the Trustees") of the
second part MIDLAND BANK LIMITED whose head office is situate at Poultry in the City of
London (hereinafter called "the Mortgagees") of the third part and the CENTRAL
ELECTRICITY GENERATING BOARD (hereinafter called "the Board" which expression where the
context so admits shall be deemed to include their successors and assigns) of the
fourth part _____

WHEREAS :-

- (1) The Grantor is seised for an estate in fee simple in possession of the property
hereinafter described subject to the Legal Charge and the Mortgage hereinafter recited
but otherwise free from incumbrances _____
- (2) By a Legal Charge dated the Fourteenth day of September One thousand nine hundred
and fifty nine made between Jean Violet Owen (the predecessor in title to the Grantor)
of the one part and the Trustees and Edith Gardner of the other part the said property
hereinafter described was charged by way of legal mortgage to secure the payment to the
Trustees and the said Edith Gardner of the sums therein mentioned with interest thereon
in accordance with the provisions therein contained _____
- (3) By a Deed of Postponement dated the Tenth day of June One thousand nine hundred
and sixty five and made between the Trustees and the said Edith Gardner of the one part
and the Mortgagees of the other part the Trustees and the said Edith Gardner agreed to
postpone the said Legal Charge to the Mortgagees proposed Mortgage next hereinafter recited
- (4) By a Mortgage dated the Eleventh day of June One thousand nine hundred and sixty
five and made between the Grantor of the one part and the Mortgagees of the other part
the said property hereinafter described was demised to the Mortgagees for the term of
Four thousand years to secure the payment to the Mortgagees of the sums therein
mentioned with interest thereon in accordance with the provisions therein contained _____
- (5) The said Edith Gardner died on the Ninth day of June One thousand nine hundred and
seventy three _____
- (6) The rights and liberties hereinafter mentioned are required by the Board for the
purpose of their functions _____
- (7) The Grantor with the consent of the Trustees and the Mortgagees testified by
their executing these presents the Trustees being satisfied with the security which

will remain has agreed to sell and the Board have agreed to purchase the said rights and liberties at the price of One thousand two hundred and seventy pounds (£1,270)

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

1. I N pursuance of the said agreement and in consideration of the sum of ONE THOUSAND TWO HUNDRED AND SEVENTY POUNDS (£1,270) paid by the Board with the consent of the Trustees and the Mortgagees to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor as Beneficial Owner HEREBY GRANTS and the Mortgagees as mortgagees and by the direction of the Grantor HEREBY GRANT SURRENDER AND RELEASE and the Trustees as mortgagees and by the direction of the Grantor HEREBY GRANT AND RELEASE unto the Board (1) FULL RIGHT AND LIBERTY for the Board to erect retain use maintain repair renew inspect and remove the electric lines and works specified in the First Schedule hereto (together hereinafter referred to as "the electric lines") (2) FULL RIGHT AND LIBERTY for the Board from time to time to place within the land coloured green on Plan B annexed hereto (hereinafter called "the green land") at a depth of not less than Three feet six inches below the present surface of the land retain use maintain repair renew inspect and remove the electric cables and ancillary equipment specified in the Second Schedule hereto (together hereinafter referred to as "the electric cables") and (3) FULL RIGHT AND LIBERTY for the Board from time to time and at all times hereafter within a period of Eighty years from the date hereof (which shall be the perpetuity period for the purpose of this part of this clause) to place within and erect upon the green land as aforesaid and at all times after the same have been laid and erected to use maintain repair renew inspect and remove the electric cables tower and ancillary equipment specified in the Third Schedule hereto (together hereinafter referred to as "the future works") (the electric lines the electric cables and the future works being together hereinafter referred to as "the works") on and over the property situate in the Parish of Llanyghenedl in the County of Anglesey and known as Cleifiog Fawr and also part of Glanmorfa which said property is shown on Plan A 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 and in a proper and woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the placing construction maintenance or working of

the works and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by them from time to time and at all reasonable times hereafter with or without vehicles plant and equipment to enter upon the said property 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 discharged from the said Legal Charge and the Mortgage and all principal moneys and interest thereby secured and all claims and demands thereunder and to the intent that the term subsisting under the said Mortgage shall as respects the said rights and liberties hereby granted merge and be extinguished _____

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

(a) That the erection 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 they will make good to the reasonable satisfaction of the Grantor any damage to the said property or to the buildings trees hedges fences crops or livestock of the Grantor caused by the works or by the erection of the works 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 if required by the Grantor so to do they will remove from the said property all timber cordwood and brushwood felled or lopped in exercise of the rights and liberties hereby granted and leave the said property of the Grantor neat and tidy _____

(d) 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 erection 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 _____

THE expression "the erection of the works" herein used includes the erection placing retention user maintenance repair renewal and removal of the works _____

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 consent and approval of the Trustees and the Mortgagees hereby given to the intent testified by the Trustees' and the Mortgagees' execution hereof that the obligation of this covenant and the rights of the Board thereunder shall rank in priority to the Legal Charge and the Mortgage HEREBY COVENANTS with the Board

with intent to bind the said property into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the works that the Grantor will observe and perform the following stipulations that is to say :-

(a) That no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed and no tree shrub or underwood which may at any time be planted upon the said property shall be allowed to grow so as to be or come when falling within Twelve feet of the conductors mentioned in the First Schedule hereto when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the towers mentioned in the said First Schedule or of the Sealing End tower mentioned in the Third Schedule hereto

(b) That the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor mentioned in the said First Schedule hereto at any point of the span less than Twenty two feet at a temperature of One hundred and twenty two degrees Fahrenheit

(c) That nothing shall be done or suffered to be done upon the land forming the site of the electric cables and the future works or upon the green land which may in any way interfere with or damage the electric cables and the future works mentioned in the Second Schedule and the Third Schedule hereto 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 the green land or in such a position that the foundations of the buildings or other erections will be within the green land

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

(e) That no excavations exceeding one foot over the route of the electric cables and the future works will be carried out

4. THERE shall be deemed to be incorporated in this Grant covenants by the Grantor the Trustees and the Mortgagees 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 of the Law of Property Act 1925

5. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that the

consideration money of One thousand two hundred and seventy pounds (£1,270) does not include compensation in respect of the Testing Chambers and the Sealing End tower mentioned in the Third Schedule hereto and such compensation shall be paid by the Board to the Grantor after the said Testing Chambers and the said Sealing End tower are constructed and brought into operation and shall be calculated in accordance with the basis of computation used to arrive at the compensation paid by the Board to the Grantor in respect of the Testing Chambers mentioned in the Second Schedule hereto and the towers mentioned in the First Schedule hereto but shall have regard to land values prevailing at the time ANY dispute or difference arising between the parties as to the amount of any compensation payable by the Board to the Grantor or as to any other matter or question arising out of the provisions of this clause shall be determined upon the reference of either party by the Lands Tribunal under the Lands Tribunal Act 1949 and the Land Compensation Act 1961 or any other re-enactment for the time being in force _____

6. THE Board HEREBY FURTHER COVENANT with the Grantor :-

(1) 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 and the future works upon the said property provided that the Board may deduct from such compensation such part of the consideration money of One thousand two hundred and seventy pounds (£1,270) 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 and of any compensation paid by the Board to the Grantor under Clause 5 hereof 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) That 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 Act 1961 _____

7. THE two written Consents both dated the Twenty ninth day of June One thousand nine hundred and seventy one to the placing and laying of the works over and under the property hereinbefore described given to the Board by the Grantor are hereby determined as from the date hereof and the works shall be deemed to have been erected pursuant to these presents and not pursuant to the said Two written Consents _____

8. 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 and the Trustees have hereunto set their hands and seals and the Mortgagees and the Board have caused their respective Common Seals to be hereunto affixed the day and year first before written _____

THE FIRST SCHEDULE before referred to

SIX twin conductors for transmitting electricity by three-phase current at a frequency of Fifty cycles per second and at a pressure of 132,000 volts together with One earth wire and Four towers for supporting the same and the equipment required by the Board in connection therewith the said conductors and towers being or to be erected in the position approximately indicated by a red line and red circles respectively on Plan A attached hereto _____

THE SECOND SCHEDULE before referred to

ELECTRICITY cables not exceeding Six in number for transmitting electricity by three-phase current at a frequency of Fifty cycles per second and at a pressure of 132,000 volts TOGETHER with low voltage and signalling cables not exceeding Four in number AND Testing Chambers above ground not exceeding Two in number each Chamber having One Inspection Cover the said cables and Chambers being placed in the position approximately indicated by red lines and red squares respectively on Plan B attached hereto Together with all ancillary equipment in connection therewith _____

THE THIRD SCHEDULE before referred to

ELECTRICITY cables not exceeding Six in number for transmitting electricity by three-phase current at a frequency of Fifty cycles per second and at a pressure of 132,000 volts Together with low voltage and signalling cables not exceeding Four in number AND Testing Chambers above ground not exceeding Two in number each Chamber having One Inspection Cover Together also with One Sealing End tower the said cables Chambers and tower to be placed within the green land shown on the said Plan B Together with all ancillary equipment in connection therewith _____

SIGNED SEALED AND DELIVERED by the)
said Richard Gardner Williams in)
the presence of :-)

R.G. Williams

Witness name A.W. Thomas

*Address Tabor Hall
Valley*

Occupation Housewife

SIGNED SEALED AND DELIVERED by the)
said Stanley Llewelyn Prothero in)
the presence of :-)

S.L. Prothero

Witness name Janet Evans

Address Selkirk Valley

Occupation

SIGNED SEALED AND DELIVERED by the)
said George Alun Williams in the)
presence of :-)

G. Alun Williams

*Janet Evans
As Above*

THE COMMON SEAL of Midland Bank)
Limited was hereunto affixed in)
the presence of :-)

938819

[Signature]

Authorised signatory

[Signature]

Authorised
Counter signatory



TRAFTH Y GRIBIN

AFON ALAW

LLANYNO

CENTRAL ELECTRICITY GENERATING BOARD
 North Western Region

EV. WYLFA - PENRHOS

22-11-72
 Prepared by

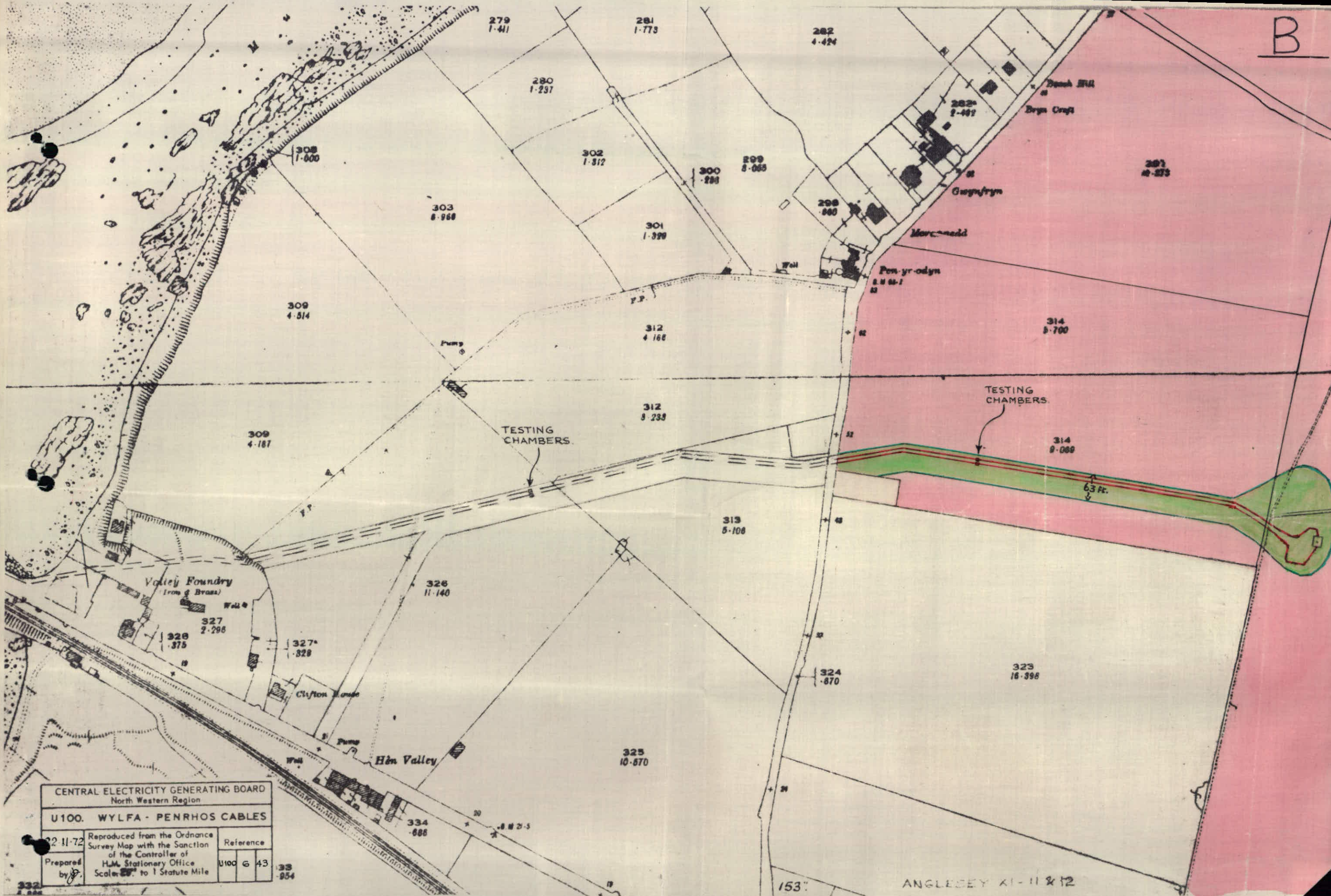
Reproduced from the Ordnance Survey Map with the Sanction of the Controller of H.M. Stationery Office
 Scale 6" = 1 MILE

Reference
 EV 6 39

SH 28 SE
 SH 28 SW
 SH 27 NE
 SH 27 NW

7011 GREEN

B



CENTRAL ELECTRICITY GENERATING BOARD
North Western Region

U100. WYLFA - PENRHOS CABLES

22-11-72	Reproduced from the Ordnance Survey Map with the Sanction of the Controller of H.M. Stationery Office	Reference
Prepared by J.P.	Scale 62 1/2" to 1 Statute Mile	U100 G 43

33 954

ANGLESEY XI-11 & 12

153"

OWNER'S CONSENT
(UNDERGROUND CABLES)

To the Central Electricity Generating Board:

Lands & Wayleaves Office,
Bron Heulog,
Conway Road,
Llandudno Junction, Caerns.

I, RICHARD GARDNER WILLIAMS

of CLEIFIOG BUNGALOW GORAD ROAD VALLEY HOLYHEAD ANGLESEY

(hereinafter referred to as "the Owner" which expression where the context so admits includes the owner or owners for the time being of the property hereinafter mentioned) being the Owner of the property situate in the Parish of

LLANYNGHEDL in the County of ANGLESEY

and known as CLEIFIOG FAWR which said property is shown on the plan annexed hereto and thereon coloured pink HEREBY CONSENT to the Central Electricity Generating Board (hereinafter referred to as "the Board") placing the electric cables specified in the First Schedule hereto (hereinafter referred to as "the electric cables") below ground across the said property on the route shown on the said plan upon the Board during the time the electric cables are placed across the said property paying to the Owner a yearly rent in accordance with the Second Schedule hereto the said rent to be payable on the 30th day of JUNE in each year the first payment being proportioned from the date of commencing the placing of the electric cables and subject to the conditions specified in the Third Schedule hereto.

Dated this Sixteenth day of June, 1971.

Witness:

Signature

Address

Occupation

[Handwritten Signature]
 The Valley Pharmacy
 Valley
 Pharmacist

[Handwritten Signature]
 Signature of Owner.

The Central Electricity Generating Board agree to the conditions attached to this consent.

Dated this Twenty Ninth day of June, 1971.

Witness:

Signature

Address

Occupation

[Handwritten Signature]
 CENTRAL ELECTRICITY GENERATING BOARD
 Lands & Wayleaves Western District Office
 Bron Heulog, Llandudno Junction, N. Wales

[Handwritten Signature]
 Eric Richard Meredith Roberts
 for the Central Electricity
 Generating Board.

FIRST SCHEDULE

12 cables for transmitting electricity by 3-phase current at a frequency of 50 cycles per second and at a pressure of 132,000 volts and 4 low voltage telephone and signalling cables.

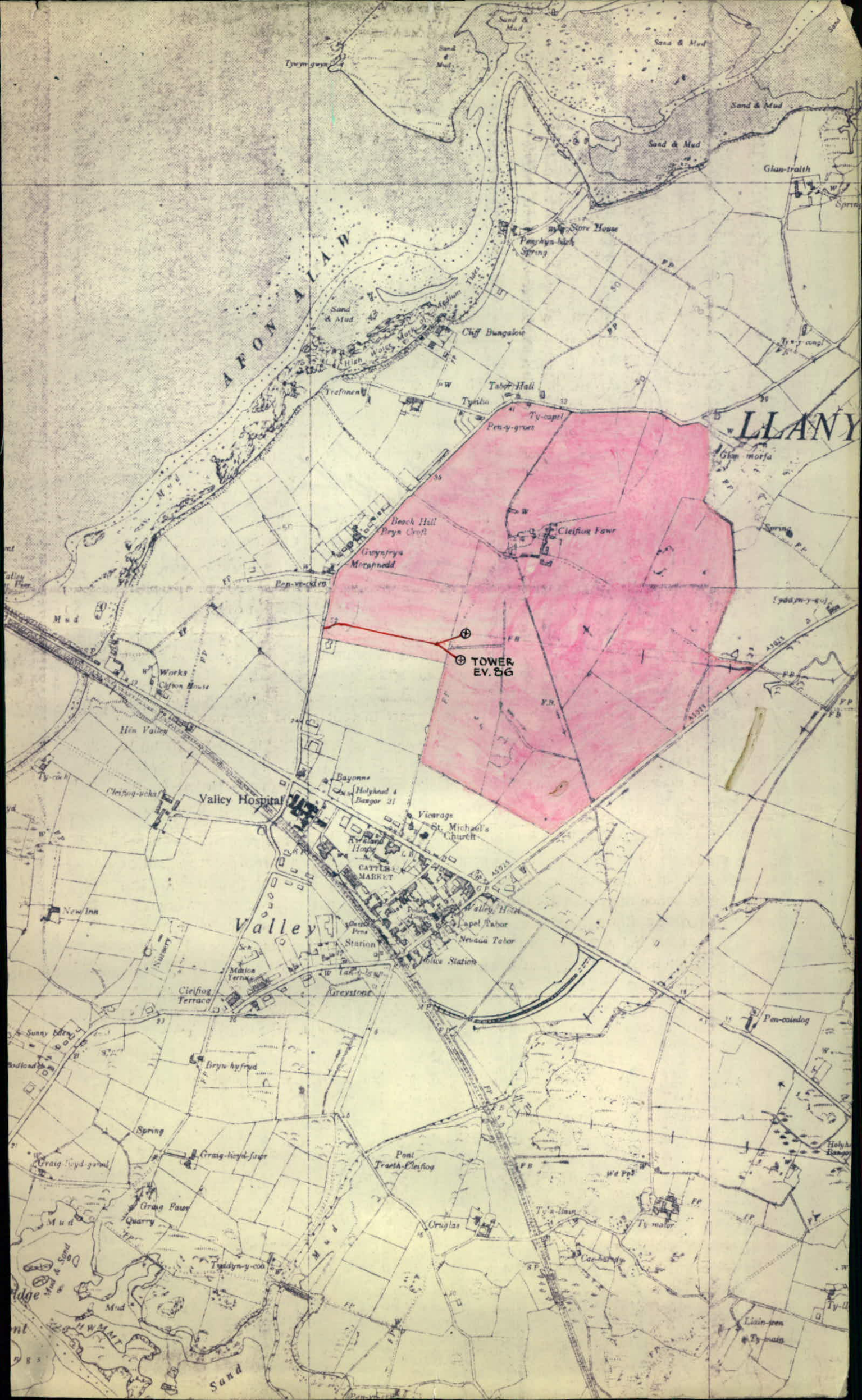
Length of cable route 380 yards.

SECOND SCHEDULE

For the cable routes measuring 21 yards in width and 380 yards in length ~~length~~ an annual payment of £19 - 19 - 0d.NOT LESS THAN

THIRD SCHEDULE

1. The expression "the placing of the electric cables" includes the placing user maintenance repair renewal inspection and removal of the electric cables.
2. The Board may place the electric cables subject to such reasonable additions thereto and such reasonable deviations from the route shown on the said plan as may be necessary or desirable.
3. The Board shall comply with any Regulations made by the Minister of Power which may be applicable in relation to the electric cables and are for the time being in force.
4. In addition to paying the yearly rent the Board shall:—
 - (a) Pay to the Owner or Occupier as the case may be compensation for any loss sustained by him in consequence of any damage caused by the electric cables or by the placing of the electric cables to his land trees hedges fences buildings crops or property or shall make good such damage to his reasonable satisfaction.
 - (b) Keep the Owner indemnified against all actions claims costs and expenses which may be made against the Owner by reason of the placing of the electric cables on the said property.
5. The Board upon giving to the Owner not less than seven days' previous notice in writing may remove the electric cables or any part thereof and upon such removal or the expiration of twelve calendar months from the giving of such notice, whichever shall be the later, the payment of the said rent shall cease in respect of the electric cables or of such part thereof as the case may be.
6. This consent may be terminated at any time by the Owner giving to the Board twelve calendar months' previous notice in writing, but such termination shall be without prejudice to any relevant statutory rights of the Board for the time being in force.
7. If at any time during the continuance in force of this Consent the Owner considers that the value of his property has for the purpose of its development or user been diminished by reason of the existence of the electric cables thereon and gives notice thereof to the Board, the Board will pay to the Owner as compensation therefor an amount equal to such diminution in value, such amount, in default of agreement between the Owner and the Board, being determined, upon the reference of either party, by the Lands Tribunal under the Lands Tribunal Act, 1949, and the Land Compensation Act, 1961. Provided nevertheless that the payment of compensation as aforesaid is subject to the Owner executing in favour of the Board an easement in fee simple free from encumbrances for the said electric cables across his property.
8. Any dispute or difference arising under this consent shall be referred to arbitration in the manner provided by the Arbitration Act, 1950, or any statutory amendment or re-enactment thereof.



AFON AILAW

LLANY

TOWER
EV. 86

Valley

Valley Hospital

CATTLE MARKET

Valley Hotel

Police Station

Pont Traeth-Cleffog

Mud

Sand

CENTRAL ELECTRICITY GENERATING BOARD
NORTH WESTERN REGION

132 KV. UNDERGROUND CABLES
CLEIFI OG FAWR, VALLEY - PENRHOS, HOLYHEAD

1.10.1969	REPRODUCED FROM THE ORDNANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF H. M. STATIONERY OFFICE. SCALE-6 INCHES TO 1 STATUTE MILE	REFERENCE		
PREPARED BY <i>JWP</i>		U/100	6	43

PLAN REFERRED TO IN AGREEMENT/CONSENT

REFERENCE

U/100	6	43
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 DATED.....

SIGNATURE OF OWNER/OCCUPIER/GRANTOR

Alfred Williams

WITNESS TO ABOVE SIGNATURE

Brian Jones

SIGNED ON BEHALF OF THE BOARD

Edmund Jones

WITNESS TO SIGNATURE ON BEHALF OF THE BOARD

Wilfred G Jones