

DATED 25th day of March 1974

MR. R. & MRS. E. GRAY PRITCHARD

- to -

CENTRAL ELECTRICITY GENERATING BOARD

P.E. 3⁷²/73

Comp. £650.

U/10016/46

G R A N T

- of -

Right or Easement to lay electric cables
at Old Valley Farm Llanynghenedl in the
County of Anglesey

THIS DEED OF GRANT is made the 25th day of MARCH. One thousand nine hundred and seventy ~~three~~^{Four} BETWEEN ROBERT GRAY PRITCHARD (otherwise known as Robert Grey Pritchard) Esquire and ELIZABETH GRAY PRITCHARD (otherwise known as Elizabeth Pritchard) his Wife both formerly of Shop Farm Llanyghenedl in the County of Anglesey but now of Llwyn Idris Gorad Road Valley Holyhead in the said County of Anglesey (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 _____

WHEREAS :-

- (1) By a Conveyance dated the Twenty fifth day of July One thousand nine hundred and sixty and made between Thomas Pierce Farrell and Gwyneth Mary Farrell of the one part and the Grantors (in the said Conveyance called Robert Grey Pritchard and Elizabeth Pritchard) of the other part the property hereinafter described was (inter alia) conveyed to the Grantors in fee simple upon trust to sell the same with power to postpone the sale and to hold the net proceeds of sale thereof and other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants _____
- (2) The rights and liberties hereinafter mentioned are required by the Board for the purposes of their functions _____
- (3) The Grantors in exercise of the said trust for sale have agreed to sell and the Board have agreed to purchase the said rights and liberties at the price of Six hundred and fifty pounds (£650) _____

NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the sum of SIX HUNDRED AND FIFTY POUNDS (£650) paid by the Board to the Grantors (the receipt of which sum the Grantors hereby acknowledge) the Grantors as Beneficial Owners HEREBY GRANT unto the Board (1) FULL RIGHT AND LIBERTY for the Board from time to time to place (a) within the corridor approximately Sixty three feet in width and being within Two green lines on the plan annexed hereto (hereinafter called "the green corridor") and (b) within the corridor approximately Thirty six feet in width and being within the Two blue lines on the said plan (hereinafter called "the blue corridor") and 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 First Schedule hereto (together hereinafter referred to as "the existing electric cables") and (2) 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 the green

corridor and within the corridor approximately Thirty six feet in width and being within the Two yellow lines on the said plan (hereinafter called "the yellow corridor") as aforesaid and at all times after the same have been laid to use maintain repair renew inspect and remove the electric cables specified in the Second Schedule hereto (together hereinafter referred to as "the future electric cables") on and under the property situate in the Parish of Llanynghenedl in the said County of Anglesey and known as Old Valley Farm (formerly forming part of Cleifiog Uchaf) 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 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 _____

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 expressions :-

- (a) "the placing of the electric cables" includes the placing user maintenance repair renewal inspection and removal of the electric cables
- (b) "the electric cables" includes the cables apparatus and works incorporated in the expressions "the existing electric cables" and "the future electric cables"
- (c) "the said Corridors" includes the land incorporated in the expressions "the green corridor" "the blue corridor" and "the yellow corridor"

4. THE Grantors 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 electric cables HEREBY 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 forming the said Corridors 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 the said Corridors or in such a position that the foundations of the buildings or other erections will be within the said Corridors
- (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

5. (1) The Board HEREBY FURTHER COVENANTS with the Grantors that if the Grantors 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 Grantors 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 Grantors 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 Six hundred and fifty pounds (£650) paid by the Board to the Grantors on the execution of this

deed and of any further sum paid by virtue of Clause 6 hereof and of any compensation previously paid by the Board to the Grantors under this clause as it may be proper to deduct therefrom on the basis that the Grantors 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 Grantors and the Board as to the amount of any compensation payable by the Board to the Grantors 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 _____

6. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that the consideration money of Six hundred and fifty pounds (£650) does not include compensation in respect of the Testing Chambers mentioned in the Second Schedule hereto and such compensation shall be paid by the Board to the Grantors after the said Testing Chambers 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 Grantors in respect of the Testing Chambers 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 Grantors 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 _____

7. 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 of the Law of Property Act 1925 _____

8. THE written Consent dated the Sixth day of November One thousand nine hundred and sixty nine to the laying of the existing electric cables under the property hereinbefore described given to the Board by the said Robert Grey Pritchard is hereby determined as from the date hereof and the existing electric cables shall be deemed to have been laid pursuant to these presents and not pursuant to the said written Consent _____

9. 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 Ten 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 FIRST 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 the said plan Together with all ancillary equipment in connection therewith _____

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 to be laid in the green corridor and the yellow corridor Together with all ancillary equipment in connection therewith _____

SIGNED SEALED AND DELIVERED by the said Robert Gray Pritchard in the presence of :-

Witness x
Address x
Occupation x

X Robert Gray Pritchard
J. G. Hutchinson
HIGH POINT,
GORAD Rd.,
Valley, Anglesey.
Housewife.

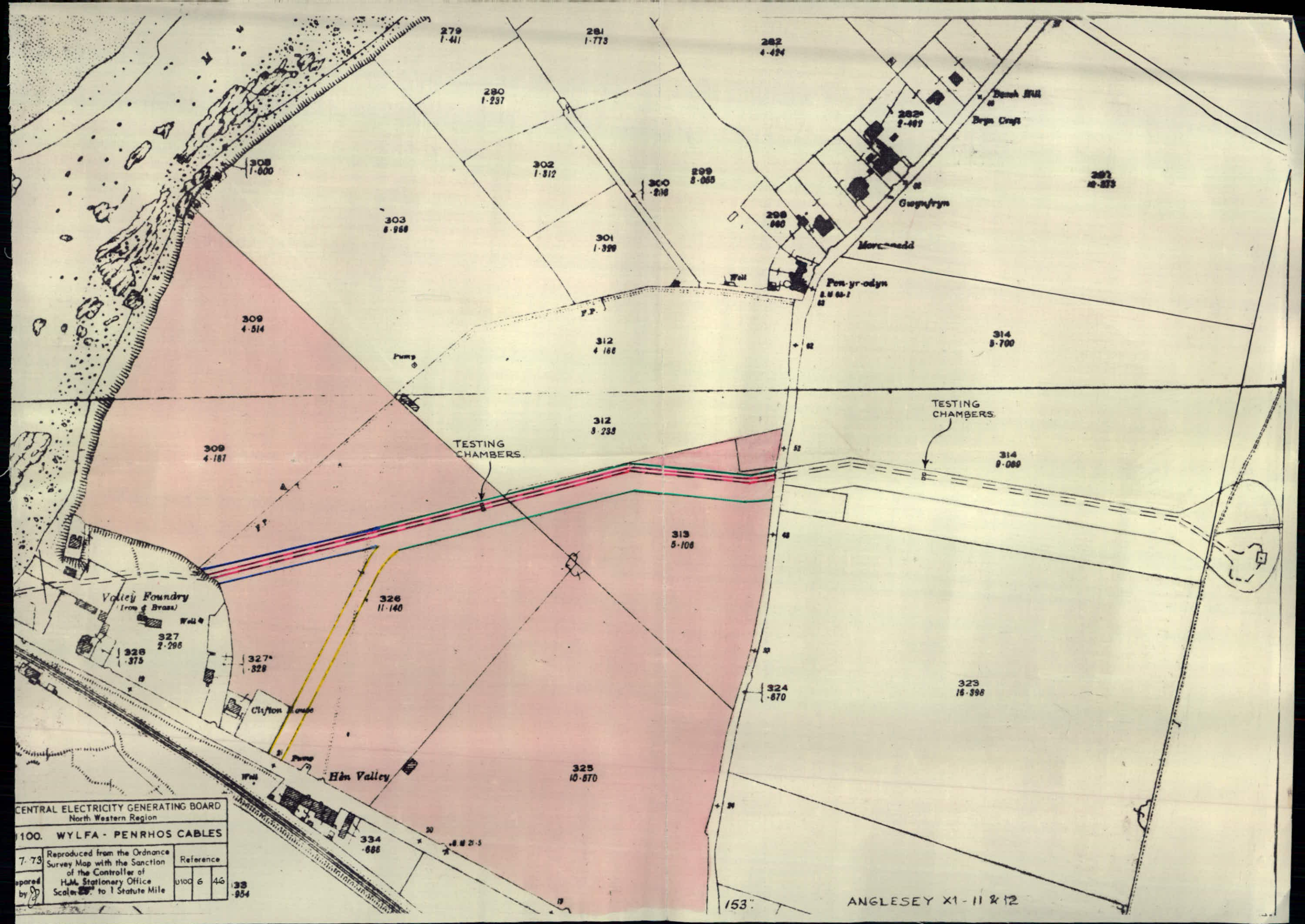


SIGNED SEALED AND DELIVERED by the said Elizabeth Gray Pritchard in the presence of :-

Witness x
Address x
Occupation x

X Elizabeth Gray Pritchard
J. G. Hutchinson
HIGH POINT,
GORAD Rd.,
VALLEY, ANGLESEY.
Housewife.





CENTRAL ELECTRICITY GENERATING BOARD
North Western Region

1100. WYLFA - PENRHOS CABLES

7-73	Reproduced from the Ordnance Survey Map with the Sanction of the Controller of H.M. Stationary Office	Reference
Scale 1:50,000	Scale 1:50,000	1100 6 46

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954

153" ANGLESEY X1-11 & 12