

U. 100/6/51

DATED July 28th 1971

MR. R.T. AND MRS. M. JONES

- to -

CENTRAL ELECTRICITY GENERATING BOARD

Original

G R A N T

- of -

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

Dated
DATED 1st April 1976

DEED OF VARIATION
(Endorsed)

THIS DEED OF GRANT is made the 28th day of July
One thousand nine hundred and seventy one BETWEEN ROBERT THORNTON JONES and
MAUREEN JONES both formerly of "Y Nyth" Porth Diana Trearddur Bay Holyhead but now of
Old Foundry House Valley in the 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 E.C.1 (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 Grantors are seised for an estate in fee simple in possession
free from incumbrances of the property hereinafter described upon trust to sell the same

AND WHEREAS the rights and liberties hereinafter mentioned are required by
the Board for the purposes of their functions

AND WHEREAS 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 Two hundred pounds

NOW THIS DEED WITNESSETH as follows : -

1. IN pursuance of the said agreement and in consideration of the sum of TWO HUNDRED POUNDS paid by the Board to the Grantors (the receipt of which sum the Grantors hereby acknowledge) the Grantors as Trustees 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 ancillary equipment specified in the Schedule hereto (together hereinafter referred to as "the electric cables") on and under the property situate at Valley in the Parish of Llanynghenedl in the County of Anglesey and 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 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 of 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 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 within Eleven feet six inches on either side of any 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 Eleven feet six inches on either side of any of the electric cables or in such a position that the foundations of the buildings or other erections will be within Eleven feet six inches on either side of any of the electric cables _____

(b) That the ground cover or the depth of the soil over the electric cables will not in any way be altered _____

(c) That no excavations exceeding One foot six inches will be carried out over the route of the electric cables _____

4. (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 1962 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 Two hundred pounds paid by the Board to the Grantors on the execution of this Deed 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

5. 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

6. THE written Consent dated the Twenty first day of September One thousand nine hundred and sixty nine to the laying of the electric cables under the property hereinbefore described given to the Board by the Grantors 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

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 Five thousand five hundred pounds

I N W I T N E S S 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 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 the said cables being or to be placed in Two trenches in the positions approximately indicated by red lines on the said plan Together with all ancillary equipment required by the Board in connection therewith

SIGNED SEALED AND DELIVERED by the said)
Robert Thornton Jones in the presence of : -)

R. T. Jones x

Witness
Name
Address
Occupation

W. J. Bradley x
Church Bay Hotel
Manager.

SIGNED SEALED AND DELIVERED by the said)
Maureen Jones in the presence of : -)

Maureen Jones x

Witness
Name
Address
Occupation

W. J. Bradley
Church Bay Hotel
Manager.

T H I S D E E D is made the *First* day of *April* One thousand nine hundred and seventy six B E T W E E N the within-named ROBERT THORNTON JONES and MAUREEN JONES both of Old Foundry House Valley in the County of Gwynedd (formerly 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 within-named CENTRAL ELECTRICITY GENERATING BOARD of Sudbury House 15 Newgate Street London ECLA 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 :-

(1) THIS Deed is supplemental to the within-written Deed of Grant dated the Twenty eighth day of July One thousand nine hundred and seventy one and made between the Grantors of the one part and the Board of the other part relating to the placing of electric cables on and under property situate at Valley in the District of Ynys Mon Isle of Anglesey in the County of Gwynedd (formerly in the Parish of Llanynghenedl in the County of Anglesey) part of which said property is shown coloured pink on plan "R.T.J" attached hereto. _____

(2) THE Grantors are still seised in fee simple in possession free from incumbrances of the said property upon trust to sell the same. _____

(3) THE Board now desire to erect on the said property Two Link Boxes and ancillary equipment specified in the Schedule hereto. _____

(4) THE Grantors have agreed to the erection of the said Link Boxes and ancillary equipment and the parties hereto have accordingly agreed to vary the said Deed of Grant in manner hereinafter expressed. _____

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 TWO HUNDRED POUNDS (£200) paid by the Board to the Grantors (the receipt of which sum the Grantors hereby acknowledge) the Grantors as Trustees HEREBY GRANT unto the Board FULL RIGHT AND LIBERTY for the Board to erect the said Two Link Boxes and ancillary equipment in accordance with the rights and subject to and with the benefit of the covenants and conditions contained in the said Deed of Grant. _____

2. THE Grantors and the Board HEREBY AGREE that the said Deed of Grant shall at all times be read and construed as if the rights hereby granted formed part of the rights granted and contained in the said Deed of Grant and in all other respects the parties hereto confirm the said Deed of Grant. _____

3. 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 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

TWO Link Boxes above ground level the dimensions being shown on the plan marked "R.T.J" attached hereto and being in the positions approximately indicated by red squares on the said plan Together with Six Auxiliary Cables to be placed in Two trenches in the positions approximately indicated by red lines on the said plan Together with all ancillary equipment required by the Board in connection therewith _____

SIGNED SEALED AND DELIVERED by the said
Robert Thornton Jones in the presence of :-

RT Jones

Thomas R. Robinson

*5. TAN-Y-BRYN
VALLEY.*

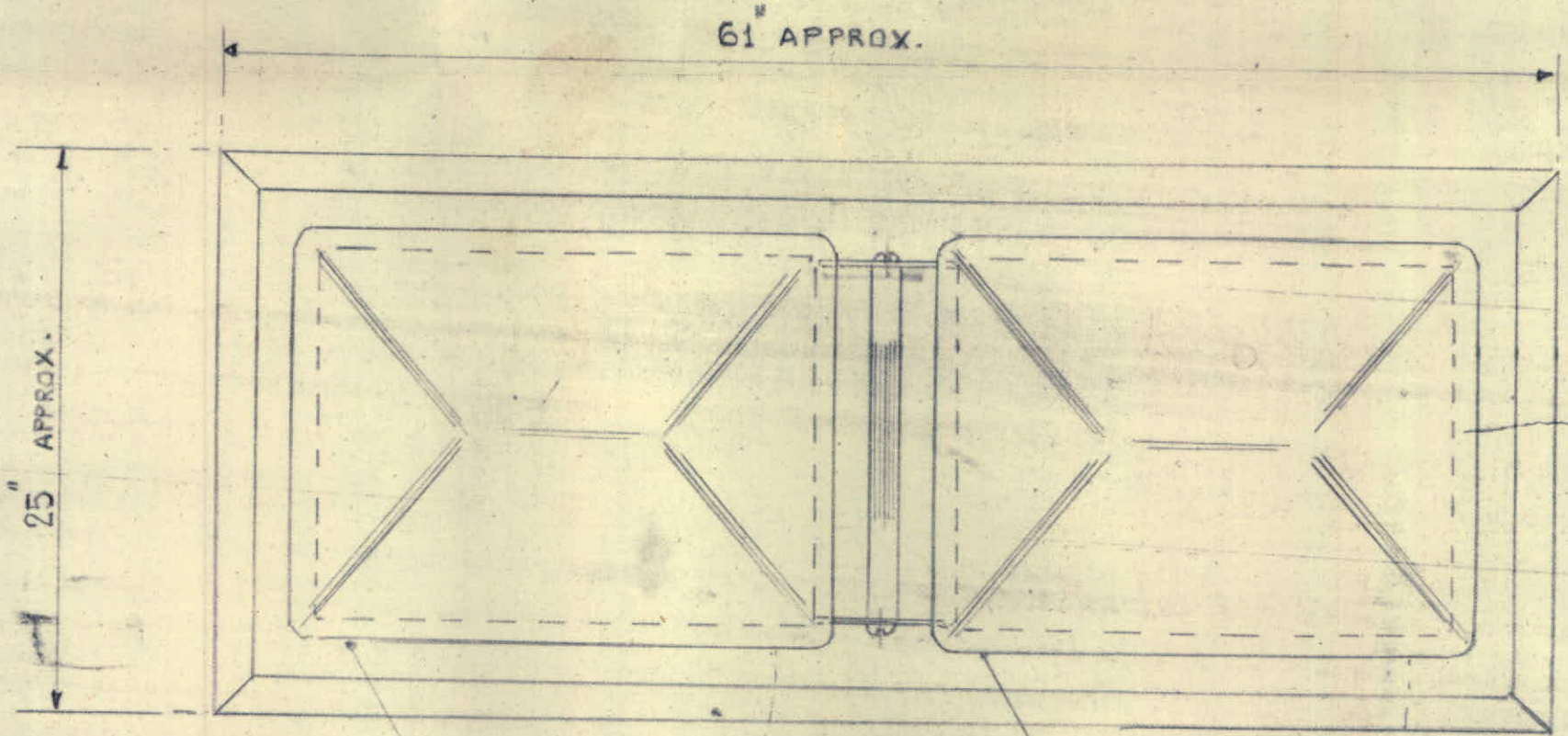
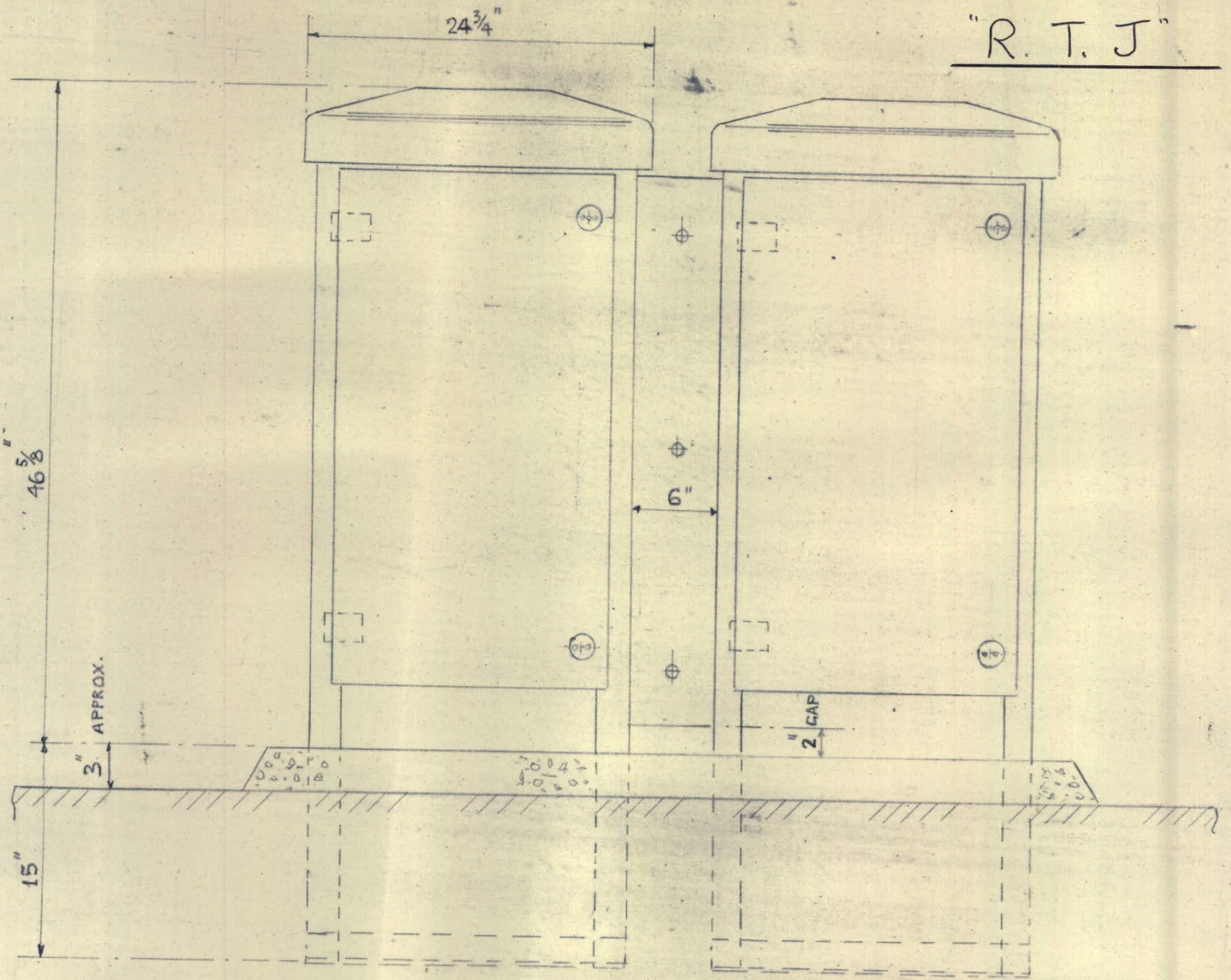
SIGNED SEALED AND DELIVERED by the said
Maureen Jones in the presence of :-

M. Jones

BE Robinson

*5. TAN-Y-BRYN
VALLEY*

"R. T. J"



PLAN AND ELEVATION
NOT TO SCALE

CENTRAL ELECTRICITY GENERATING BOARD
PROPOSED OVERGROUND LINK BOXES AT
OLD FOUNDRY HOUSE, VALLEY

SITE PLAN
SCALE 1/500

