

**UNDERGROUND CABLES
HM LAND REGISTRY**

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: WA99736 WA160700 and CYM302655

Administrative Area: Neath Port Talbot

THIS DEED is made the 25th day of September 2013

BETWEEN:

1. **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of the Civic Centre, Port Talbot SA13 1PJ ("the Grantor") and
2. **NATIONAL GRID ELECTRICITY TRANSMISSION PLC** of 1 -3 Strand, London WC2N 4EH ("the Grantee")

WHEREAS the Grantor is registered at HM Land Registry as proprietor with title absolute of the freehold property hereinafter described being the property comprised in title nos. WA99736 WA160700 and CYM302655 subject to the matters contained or referred to in the Property and Charges Registers of the said title but otherwise free from incumbrances capable of affecting the exercise of the rights hereby granted and the Grantee is the owner of an electricity transmission network which together with terminals storage facilities and other apparatus comprise the Grantee's undertaking and desires to install and thereafter maintain the Apparatus on the said land

NOW THIS DEED WITNESSES as follows:

1. **Interpretation**

In this Deed:

- 1.1. "the Apparatus" means 275/400 kv underground electricity cables and fibre optic cables in connection with the use of the Grantee's undertaking only (but excluding the right to install fibre optic cables for the use of any third party or commercial undertaker) and the equipment required by the Grantor in connection therewith together with any necessary junction boxes;
- 1.2. "Licenceholder" means a person holding a Licence granted pursuant to Section 6(1)b of the Electricity Act 1989
- 1.3. "the Plan" means the Plan annexed to this Deed;
- 1.4. "the Grantor's Property" means the land at Briton Ferry Neath comprised in the registered titles mentioned in recital (i);
- 1.5. "the Rights" the rights over the Grantor's Property granted by this Deed details of which are set out in the Schedule hereto;

- 1.6. "the Term" means 999 years commencing on 1st of April 2001;
- 1.7. "the Grantor" where the context so admits includes the persons for the time being entitled to the reversion immediately expectant upon the determination of the Term;
- 1.8. "the Grantee" where the context so admits includes the Grantee's successors in title;
- 1.9. "Works" means all works of constructing, inspecting, maintaining repairing altering replacing and renewing the Apparatus including any excavation renovation and making good;
- 1.10. "Permitted Use" means to place retain use maintain renew inspect repair alter replace and remove the electricity cables and to carry out the Works;
- 1.11. "Easement Corridor" means the strip of land marked on the Plan coloured green;
- 1.12. words importing one gender are to be construed as importing any other gender;
- 1.13. words importing the singular are to be construed as importing the plural and vice versa;
- 1.14. where any party comprises more than one person the obligations and liabilities of that party under this Deed are to be joint and several obligations of all persons comprised in that party;
- 1.15. save where otherwise stated references to numbered clauses and Schedules are references to the clauses and Schedules of this Deed that are so numbered; and
- 1.16. the clause headings do not form part of this Deed and must not be taken into account in its construction or interpretation.

2. Demise

- 2.1 In consideration of the sum of £39,183.75 together with VAT thereon now paid by the Grantee to the Grantor (receipt of which the Grantor acknowledges) and of the covenants on the part of the Grantee contained in this Deed the Grantor demises the Rights to the Grantee with full title guarantee to hold to the Grantee for the Term.

3. Grantee's covenants

The Grantee covenants with the Grantor as follows: -

- 3.1. To pay the whole (or in the absence of a direct assessment on the Apparatus a fair proportion properly attributable to the Apparatus) of all rates taxes assessments charges or other outgoings payable in respect of the Apparatus or any part thereof.
- 3.2. To maintain and keep in good repair and condition the Apparatus.

- 3.3. At the Grantee's own to expense to execute all works and provide and maintain all arrangements in respect of the Apparatus that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any Government Department Local Authority other public or competent Authority or Court of Competent Jurisdiction regardless of whether such requirements are imposed on the Grantor or the Grantee and not to do in the exercise of the Rights any act or thing by reason of which the Grantor may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.

Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes or any other obligations imposed by law or by any byelaws applicable to the Apparatus.

- 3.4. To 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 Grantee in the erection of the Apparatus or any failure to repair the same or any breach or non-observance by the Grantee of the covenants conditions and other provisions of this Deed Provided that the Grantor shall as soon as practicable give notice in writing to the Grantee of any such actions 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 Grantee.
- 3.5 Not to do nor allow to remain upon the Grantor's Property anything which may in the reasonable opinion of the Grantor be or become or cause a nuisance disturbance inconvenience injury or damage to the Grantor or the Grantor's grantees or the owners or occupiers of adjacent or neighbouring premises PROVIDED THAT nothing shall prevent the use of the Easement Corridor for the Permitted Use.
- 3.6. 3.6.1. Not to assign underlet charge share or part with possession of or declare trusts over or in respect of the Rights except as provided in sub-clause 3.6.2.
- 3.6.2. The Grantee may with the prior written consent of the Grantor (such consent not to be unreasonably withheld or delayed) assign the whole of the Rights to a Licenceholder.
- 3.7. To pay to the Grantor all reasonable and proper expenses (including Solicitors costs and surveyors fees) incurred by the Grantor in the proper preparation and service of a notice under the Law of Property Act 1925 Section 146 notwithstanding that forfeiture is avoided otherwise by relief granted by the Court.
- 3.8. To yield up the Rights at the end or sooner determination of the Term having removed the Apparatus from the Grantor's property and made good all damage to the Grantor's Property to the reasonable satisfaction of the Grantor.

4. Works

The Grantee further covenants with the Grantor as follows:

- 4.1. To execute all Works in a proper workmanlike manner to the Grantor's reasonable satisfaction doing as little damage as possible to the Grantor's Property.
- 4.2. To procure that the Grantor's Property is properly protected during the carrying out of any Works and that the carrying out of Works do not cause a danger to the Grantor or its Grantees or other occupiers of adjoining or neighbouring land or to the public generally.
- 4.3. To give to the Grantor not less than seven days notice in writing before carrying out any Works except in the case of an emergency where no notice shall be required.
- 4.4. Not less than 24 hours after their commencement to notify the Grantor of any Works carried out in an emergency.
- 4.5. Except in the case of an emergency not to carry out any Works outside the hours of 8.00 a.m. to 5.00 p.m. on weekdays without the advance written consent of the Grantor such consent not to be unreasonably withheld or delayed.
- 4.6. To take all reasonable and proper precautions required to investigate and protect all other services located within or adjacent to the Grantor's Property to the reasonable satisfaction of the Grantor.
- 4.7. To endeavour to ensure that all means of access are kept open at all times during the carrying out of any Works.
- 4.8. To allow the Grantor and its duly appointed officers and agents to inspect all Works PROVIDED always that all such persons shall only access the Easement Corridor and or the Works when accompanied by a representative of the Grantee.
- 4.9. Not later than fourteen days after the completion of any Works to commence and thereafter proceed to reinstate the Grantor's Property as far as reasonably practicable to its former condition using the same or similar materials and to make good any damage caused to the Grantor's Property including reseeding topsoiling and resurfacing within the Easement Corridor providing that if for any reason such reinstatement cannot be completed within 14 days then to carry out temporary reinstatement if necessary so as to render the land safe for its intended use and in any event to complete the permanent reinstatement not later than 1 month after completion of the Works in question.
 - 4.9.1. If for any reason any such damage cannot be made good or if the Grantee so prefer the Grantee shall in lieu of making good compensate the Grantor therefor
- 4.10. To procure removal of all excess materials arising out of the carrying out of any Works from the Grantor's Property on completion of any Works.

5. Grantor's Covenants

The Grantor covenants with the Grantee as follows:

- 5.1. Not to construct any building or other structure or to plant any trees within any part of the Easement Corridor provided that the Grantor may lay out a surfaced car park within the Easement Corridor and construct boundary fences on the Grantor's Property subject to liaising and agreeing the extent of the said car park and boundary fences in writing with the Grantee prior to commencing construction.
- 5.2. To permit the Grantee peaceably and quietly to enjoy the Rights without any interruption or disturbance from or by the Grantor or any person claiming under or in trust for the Grantor.
- 5.3. Not to do or suffer to be done on the Easement Corridor or within 10 metres on either side of the outermost edges of the Easement Corridor anything which may in any way interfere with or damage the electrical cables or interfere or obstruct the Grantee's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed (save for the construction permitted in clause 5.1 above) within 10 metres on either side of the outermost edges of the Easement Corridor or in such a position that the foundations of the buildings or other erections will be within the Easement Corridor and furthermore to use best endeavours to ensure that no trees shall be on the Grantor's Property in such a position as to interfere with or damage the electric cables.
- 5.4. That the ground cover or depth of soil over the electric cables will not in any way be altered.
- 5.5. That no excavations over the route of the electric cables will be carried out without a representative of the Grantee being in attendance.

6. Acknowledgement

The Grantee admits that it has inspected the Grantor's Property and enters into this Deed with full knowledge of its actual state and condition and the Grantor gives no warranty express or implied as to the adequacy or suitability of the Grantor's Property for the exercise of the Rights.

7. Arbitration

- 7.1. Unless the Grantor and the Grantee otherwise agree if any dispute or difference arises between them as to the interpretation of this Deed the rights duties or obligations of the Grantor and/or the Grantee under this Deed or as to any other matters arising out of this Deed or where there is an express reference to the appointment of an arbitrator the same shall be referred to an arbitrator herein referred to as "the Arbitrator".
- 7.2. The Arbitrator shall be appointed by agreement between the Grantor and the Grantee or in default of agreement within 15 working days of a nomination by one party to the other by or on behalf of the President for the time being of the Law Society or the President for the time being of the Royal Institution of Chartered Surveyors or the President



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Drawing Title

**BAGLAN ENERGY PARK
NEATH**

PROPER OFFICER



**Neath Port Talbot
Castell-nedd Port Talbot**
 Local Authority Council Cymor Bwrdeistref Sirol

PROPERTY & REGENERATION

John S Flower BSc, Eng, CEnv, FICE, MCIHT
 Corporate Director of Environment
 THE QUAYS, BRUNEL WAY, BAGLAN ENERGY PARK
 NEATH SA11 2GG
 www.npt.gov.uk

MEMBER OF BOARD SEALING COMMITTEE

NOTES

LOCATION PLAN

Scales

AS @ 1:2500

Drawing No.

12-0624 PART A/1

Rev.

of the Institute of Electrical Engineers or the President or other senior officer for the time being of the Institute of Arbitrators (according to the nature of the dispute) on the application of either party and where there is a dispute as to the classification of the nature of the dispute or as to the appointing authority to nominate the Arbitrator the matter shall be referred to the President for the time being of the Law Society

8. Compensation for Interference with Development

8.1. In this Clause, the following expressions shall have the following meanings:

8.1.1 "the Act" means the Town & County Planning Act 1990 or any re-enactment or modification of it for the time being in force;

8.1.2 "development" shall have the meaning assigned to it in Section 55 of the Act;

8.1.3 "permission" means permission granted under the Act or by any order or regulations made under the Act for any residential or industrial development.

8.2. If the Grantor shall obtain a permission to carry out any development (which for the avoidance of doubt shall mean any building engineering or other operation in or on the Grantor's Property) and;

8.2.1 the carrying out of that development is interfered with or prevented by reason of the existence of the Apparatus or;

8.2.2 the existence of the Apparatus will give rise to any additional costs in the carrying out of the development then

the Grantee shall within 6 months of the receipt of a written notice of the granting of such a 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 the following:

8.2.3 where 8.2.1 above applies, a sum equal to the reasonably and properly incurred diminution in value of any part of the Grantor's land by reason of the interference with or restriction of the development due to the existence of the Apparatus assessed at the date of grant of permission for the said development or;

8.2.4 where sub-clause 8.2.2 above applies, a sum equal to the reasonable and proper additional cost incurred in carrying out the development.

8.3 **PROVIDED** as follows:-

8.3.1 On the first occasion that a demand is made by the Grantor for payment under this clause 8, there may be deducted from the sum payable by the Grantee an amount of £39,183.75 representing the consideration paid by the Grantee to the Grantor for the grant of this Deed and;

8.3.2 On any subsequent occasions that a demand is made by the Grantor under this clause 8, there may be deducted from the sum payable by the Grantee a sum equal to any sums already paid by the Grantee to the Grantor under this clause.

8.3.3 That if any dispute or difference shall arise between the Grantor and the Grantee as to the amount of any compensation payable by the Grantee 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 the 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 1973

9. The Grantor as a Local Authority

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Grantor's rights powers duties and obligations in the exercise of its functions as a Local Authority and the right powers duties and obligations of the Grantor under all public and private statutes byelaws orders and regulations may be as fully and effectively exercised in relation to the Grantor's Property and otherwise as if this Deed had not been entered into.

10. Determination of Earlier Consent

The written consent dated the 26th day of June 2001 to the laying of electric cables under the Grantor's property hereinbefore described given to the Grantee by the Grantor is hereby determined as from the date hereof but so far only as it relates to the property hereinbefore described and the electric cables shall be deemed to have been laid pursuant to these presents and not pursuant to the said written consent.

IN WITNESS whereof the Grantor and the Grantee have caused their respective Common Seals to be hereunto affixed the day and year first before written.

THE RIGHTS

1. The right to lay the Apparatus to a minimum depth of one metre below the present surface of the Easement Corridor and to transmit electricity through the Apparatus.
2. A full right of the Grantee and all persons authorised by it from time to time and at all times hereafter with or without vehicles plant and equipment to enter onto so much as shall be necessary of the Grantor's Property for all or any of the purposes of carrying out Works subject to the provisions of this Deed and provided that such entry shall only be effected with the consent of the Grantor (not unreasonably withheld or delayed) and on reasonable prior notice save for in cases of emergency when these requirements shall not apply .
3. To enter the Grantor's Property with the prior consent of the Grantor (not unreasonably withheld or delayed) and cut back any trees or shrubs that have grown within the Easement Corridor
4. To carry out the Works

THE COMMON SEAL of
NEATH PORT TALBOT
COUNTY BOROUGH
COUNCIL was hereunto
affixed in the presence of:

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)
)
)
)



Proper Officer

David Midland

THE COMMON SEAL of
NATIONAL GRID ELECTRICITY
TRANSMISSION PLC was hereunto
affixed in the presence of:

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Member of the Sealing Board Committee

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