

**These are the notes referred to on the following official copy**

Title Number HP665229

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

THIS DEED OF GRANT is made the twentieth day of May One thousand nine hundred and sixty seven BETWEEN DAVID WEST of "Belmont" Belmont Lane Hillpound Swanmore in the County of Hampshire (hereinafter called "the Grantor" which expression where the context so admits shall be deemed to include his successors in title and assigns) of the one 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 other part \_\_\_\_\_

WHEREAS the Grantor is seised for an estate in fee simple in possession free from incumbrances of the property hereinafter described \_\_\_\_\_

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

AND WHEREAS the Grantor has agreed to sell and the Board have agreed to purchase the said rights and liberties at the price of One hundred and fifty pounds

NOW THIS DEED WITNESSETH as follows :-

1. IN pursuance of the said agreement and in consideration of the sum of ONE HUNDRED AND FIFTY POUNDS paid by the Board to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor as Beneficial Owner HEREBY GRANTS unto the Board 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 Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate at Swanmore in the county of Hampshire and known as land adjoining Hillpound 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 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 construction maintenance or working of the electric lines and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by them from time to time and at all times hereafter with or without vehicles plant and equipment to enter upon the said property for all or any of the purposes aforesaid Together with a right of way at all times for any of the purposes aforesaid over and along the accommodation road shown on the said plan attached hereto adjoining the said property so far as the Grantor can lawfully grant the right 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 Grantor as follows :-

(a) That the erection of the electric lines shall be executed by the Board in accordance with the Regulations of the Minister of Power made or having force under section 60 of the Electricity Act 1947 applicable thereto for the time being

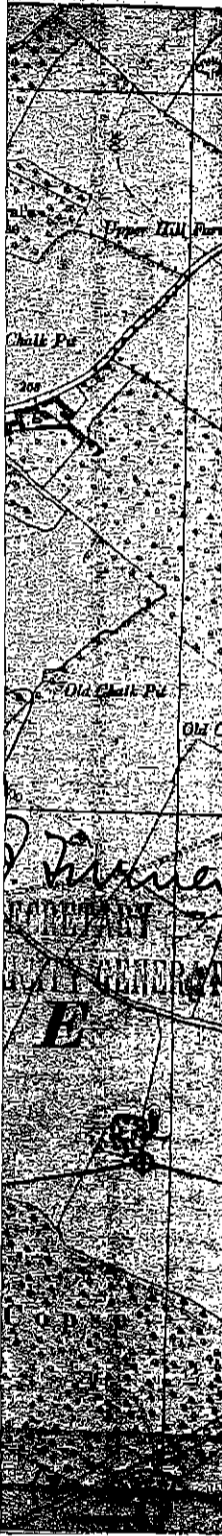


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in force

(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 electric lines or by the erection of the electric lines. 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 electric lines 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 electric lines" herein used includes the erection retention user maintenance repair renewal inspection and removal of the electric lines

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 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 lines HEREBY COVENANTS with the Board that the Grantor and those deriving title under him will at all times hereafter 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 as to be within Eighteen feet of the conductors mentioned in the Schedule hereto when the same are at maximum temperature and/or maximum swing or sag or so as to encroach upon the foundations of the part tower mentioned in the said Schedule and that no tree or coppice wood shall at any time hereafter be planted on the said property under the electric lines or within a distance of One hundred and fifteen feet on either side of the route of the electric lines

(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 at any point of the span less

than Twenty five feet at a temperature of One hundred and twenty two degrees Fahrenheit

4. THERE shall be deemed to be incorporated in this Grant covenants by the Grantor 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 Twenty second day of April One thousand nine hundred and sixty four to the placing of the electric lines over the property hereinbefore described given to the Board by the Grantor is hereby determined as from the date hereof and the electric lines shall be deemed to have been erected 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 Four thousand five hundred pounds

IN WITNESS whereof the Grantor has hereunto set his hand and seal and the Board have caused their Common Seal to be hereunto affixed the day and year first before written

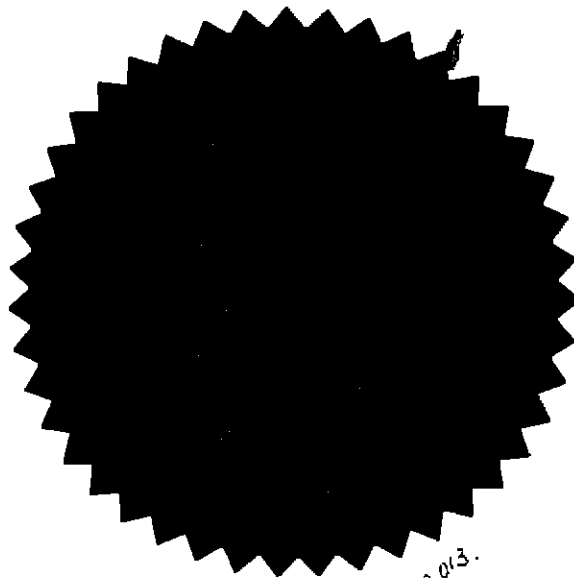
THE SCHEDULE before referred to

SIX Quadruple conductors for transmitting electricity by three-phase current at a frequency of Fifty cycles per second and at a pressure of 400,000 volts together with one earth wire and part of a tower for supporting the same and the equipment required by the Board in connection therewith the said conductors and part tower being or to be erected in the position approximately indicated by red lines and a red half circle respectively on the said plan attached hereto

THE COMMON SEAL of the Central Electricity )  
Generating Board is hereunto affixed and )  
is authenticated by :-

*J. L. Ashworth*  
A Member of the Board

*J. Turner*  
Secretary



No. 9013.

Grantor any damage  
to crops or livestock  
caused by the electric  
lines if the Board so  
directs the Grantor

to encroach upon  
the said property  
to a distance of fifteen feet on  
either side of the  
lines to be raised above  
the ground level at a  
distance between  
the poles of the span less

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