

These are the notes referred to on the following official copy

Title Number CU95950

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THIS DEED OF GRANT is made the 14th day of October One thousand nine hundred and ninety-three

Whose Registered Office is situate at
41 LOTHBURY, LONDON EC2P 2EP

BETWEEN FRANK BENTLEY CATHERINE ELIZABETH BENTLEY and ALAN JEFFREY BENTLEY all of Hilltop Farm Shap in the County of Cumbria (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 NATIONAL WESTMINSTER BANK PLC 24 Devonshire Street Penrith Cumbria (hereinafter called "the Bank") of the second part THE AGRICULTURAL MORTGAGE CORPORATION PLC whose Registered Office is at AMC House Chantry Street Andover Hampshire SP10 1DD (hereinafter called "AMC") of the third part and THE NATIONAL GRID COMPANY plc of National Grid House Kirby Corner Road, Coventry CV4 8JY (hereinafter called "the Company" which expression where the context so admits shall be deemed to include its successors and assigns) of the fourth part

WHEREAS the Grantor is seised for an estate in fee simple in possession of the property hereinafter described subject to the Legal Charges hereinafter recited but otherwise free from incumbrances

AND WHEREAS by a Legal Charge dated the 30th day of September One thousand nine hundred and eighty-two and a Deed of Transitional Charge dated the 18th May 1993 and made between the Grantor of the one part and AMC of the other part a part of the said property hereinafter described was (with other property) charged by way of legal mortgage to secure the payment to AMC of the sums therein mentioned with interest thereon in accordance with the provisions therein contained

AND WHEREAS by a Legal Mortgage dated the 2nd day of July One thousand nine hundred and eighty-four and made between the Grantor of the one part and the Bank of the other part a further portion of the said property hereinafter described was charged by way of legal mortgage to secure the payment to the Bank of all moneys as therein mentioned with interest thereon in accordance with the provisions therein contained

AND WHEREAS by a legal mortgage dated the 21st day of September 1984 and made between the Grantor of the one part and the Bank of the other part a further portion of the said property hereinafter described was charged by way of legal mortgage to secure the payment to the Bank of all monies as therein mentioned with interest thereon in accordance with the provisions therein contained.

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AND WHEREAS the rights and liberties hereinafter mentioned are required by the Company for the purposes of its functions

AND WHEREAS the Grantor with the consent of both AMC and the Bank testified by their executing these presents AMC and the Bank being satisfied with the security which will remain has agreed to sell and the Company has agreed to purchase the said rights and liberties at the price of Five thousand pounds (£5,000)

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Five thousand pounds (£5,000) paid by the Company (with the consent of AMC and the Bank) to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor as Beneficial Owner HEREBY GRANTS and AMC and the Bank as mortgagees and by the direction of the Grantor HEREBY CONFIRM AND RELEASE unto the Company FULL RIGHT AND LIBERTY for the Company to 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 Shap in the County of Cumbria and known as Tophill Farm Shap Penrith aforesaid 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 Company at its 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 Company and all persons authorised by the Company 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 and also TOGETHER WITH the right and liberty for the Company and all persons authorised by the Company from time to time and at all times hereafter with or without vehicles plant and equipment to use the

roadway or track coloured brown on the said plan insofar as such roadway or track lies outside the extent of the said property as coloured pink as aforesaid TO HOLD the rights and liberties hereby granted unto the Company in fee simple as appurtenant to its undertaking discharged from the said Legal Charge and the said Legal Mortgage and all moneys and interest thereby respectively secured and from all claims and demands thereunder

[Handwritten signature]
[Handwritten initials]
P.E.B.
A.S.B.
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2. THE Company HEREBY COVENANTS with the Grantor as follows:-

- (a) That the erection of the electric lines shall be executed by the Company in accordance with the Regulations made or having force under Section 29 of the Electricity Act 1989 applicable thereto for the time being in force or any regulations replacing the same made under any existing or future legislation
- (b) That the Company 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 Company so prefer the Company shall in lieu of making good such damage compensate the Grantor therefor
- (c) That if required by the Grantor so to do the Company 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 the Company 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 Company 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 Company 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 Company

THE expression "the erection of the electric lines" herein used includes the 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 Acts 1950 and 1979 or any statutory modification thereof for the time being in force

3. THE Grantor with the consent and approval of both AMC and the Bank hereby given to the intent testified by AMC and the Bank's respective execution hereof that the obligation of this covenant and the rights of the Company thereunder shall rank in priority to both the Legal Charge and the Legal Mortgage HEREBY COVENANTS with the Company with intent to bind the said property into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the electric lines that the Grantor will observe and perform the following stipulations that is to say:-

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- (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 Five point three metres of the conductors mentioned in the said Schedule when the same are at maximum temperature and/or maximum swing
- (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 Seven point six metres at a temperature of Seventy-five degrees Centigrade

4. THERE shall be deemed to be incorporated in this Grant covenants by the Grantor and AMC with the Company 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(1)(a) of the Law of Property Act 1925

5. THE written Consent dated the 1st day of August One thousand nine hundred and fifty-seven to the placing of the electric lines over the property hereinbefore described given to the Central Electricity Authority by George Bentley (the predecessor in title to 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 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 Sixty thousand pounds (£60,000)

IN WITNESS whereof the Grantor the Mortgagees and the Company have executed this document as a deed the day and year first before written

THE SCHEDULE before referred to

Twelve (6 twin) conductors for transmitting electricity by three-phase current at a frequency of fifty cycles per second and at such pressure as the Company may from time to time require for the purposes of its operations together with an earth wire fibre optic cables and the equipment required by the Company in connection therewith the said conductors being erected in the position approximately indicated by a red line on the said plan attached hereto

(OTHER PART)

EXECUTED AS A DEED

(but not delivered until the
date hereof) by the said

THE NATIONAL GRID COMPANY plc

in the presence of:-

950

19/7/93



MEMBER OF BOARD SEALING COMMITTEE

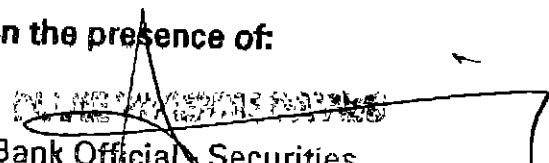
Signed as a deed by



JOHN COURTNEY TUCK



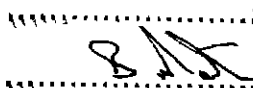
as the attorney and on behalf
of National Westminster Bank Plc

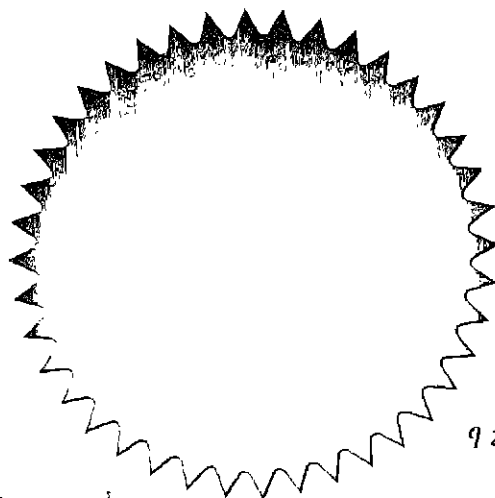
In the presence of:


Bank Official Securities
National Westminster Bank Plc
U K Branch Business, Advances Department
Securities, Insolvency and Litigation Section
2nd Floor Phase II
King's Cross House
200 Pentonville Road, London N1 9HL

 **Common Seal of THE AGRICULTURAL
MORTGAGE CORPORATION PLC**

has hereunto arrived by order of the
Board of Directors in the presence of


AUTHORISED
SEALING
OFFICERS



927038

Please initial amendments



PLAN

NATIONAL GRID PLC, ROSENEATH,
HALL RD., BRAMHALL, STOCKPORT SK7 3LS.

ZX HARKER - PENWORTHAM

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LICENCE No. MA 273384. SCALE:

PLAN REFERRED TO IN AGREEMENT/CONSENT

REFERENCE

ZX/289/72

DATE

SIGNATURE OF OWNER/OCCUPIER/GRANTOR

WITNESS TO ABOVE SIGNATURE

SIGNED ON BEHALF OF THE BOARD

WITNESS TO SIGNATURE ON BEHALF OF BOARD

SHAP CP

OFFICE COPY issued by

DURHAM (Boldon House)

DISTRICT LAND REGISTRY

Title No: CU 95950

COPY (liable to distortion)

of plan to GRANT

dated 14 OCTOBER 1993

(Revised 3/96)

H137 (DB)

950

19/7/93

OF BOARD SEALING COMMITTEE