

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

Title Number HE21615

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

AN AGREEMENT made the Eleventh day of May One thousand nine hundred and Sixty-five BETWEEN DOROTHY DYKE POWELL and JOYCE POWELL both of The Hope Farm Llysall in the County of Hereford Spinsters (hereinafter called "the Grantors") of the one part and WALES GAS BOARD whose principal office is situate at Snelling House Bute Terrace in the City of Cardiff (hereinafter called "the Board") of the other part \_\_\_\_\_

WHEREAS the Grantors are seised for an estate in fee simple as joint tenants in possession free from incumbrances of the property through which an easement is hereinafter granted \_\_\_\_\_

AND WHEREAS the Grantors have agreed with the Board for the grant to the Board of the rights and easements hereinafter mentioned on the terms and conditions set out below \_\_\_\_\_

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of NINE POUNDS FOUR SHILLINGS AND SIXPENCE on or before the execution of this deed paid by the Board to the Grantors (the receipt of which is hereby acknowledged) the Grantors as Trustees hereby grant unto the Board ALL THAT easement and right to lay construct and maintain a gas main not exceeding Six inches in internal diameter in through under or over the land of the Grantors situate at Upper Marston in the Parish of Pembridge in the County of Hereford and being Enclosure Numbered 355 on the Ordnance Survey Map for the said Parish the approximate position of which is indicated on the plan hereto annexed by a red line TO HOLD the same unto the Board in fee simple \_\_\_\_\_

2. THE Board (to the intent and so as to bind the easements rights and privileges hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof) hereby covenants with the Grantors as follows:-

- (1) The said gas main shall be laid at a depth of not less than Three feet from the surface of the land \_\_\_\_\_
- (2) The Board shall on or immediately after the construction and laying down maintenance or repair (as the case may be) of the said gas main make good and restore to the satisfaction in all respects of the Grantors the surface of the said land to its present state and condition in so far as is practicable and paying compensation for any damage or injury not made good as aforesaid \_\_\_\_\_
- (3) The Board shall at all times keep the Grantors indemnified against all claims proceedings costs and expenses in any way arising in respect of the said main its construction maintenance alteration or removal and shall pay all rates and other assessments which may be imposed in respect of the said work and the easements hereby granted \_\_\_\_\_
- (4) The Board shall at all times maintain the said main in good repair and shall indemnify the Grantors in respect of any leak explosion or other matter or thing causing damage to the said land or any crops buildings vehicles and animals thereon \_\_\_\_\_
- (5) In exercising the easements rights and privileges hereby granted the Board shall not unreasonably obstruct or interfere with the user of the said land nor cause further than is



Photo  
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reasonably necessary any damage or injury thereto \_\_\_\_\_

3. THE Grantors hereby covenant with the Board:-

(1) To allow full and free right of access to the said land with all necessary workmen vehicles machinery and apparatus at all reasonable times for the purpose of inspecting altering maintaining removing or relaying the main doing as little damage as may be and in the event of emergency at any times \_\_\_\_\_

or permit to be done on the said land anything causing or calculated or likely to cause (2) Not to do or cause/damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury \_\_\_\_\_

(3) Not (without the consent in writing of the Board) to erect or cause to be erected any building structure plant or apparatus of any kind upon or over the said gas main or within ten feet of either side thereof nor to deposit any soil waste or other material over upon or within ten feet of either side of the said main so as to interfere with or obstruct the access to the main \_\_\_\_\_

4. THE Grantors hereby acknowledge the right of the Board to production of the documents specified in the Schedule hereto and to delivery of copies thereof and undertakes with the Board for the safe custody of the same \_\_\_\_\_

5. 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 \_\_\_\_\_

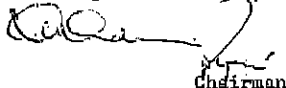
IN WITNESS whereof the Grantors have caused their respective hands and seals to be hereunto affixed and the Board have caused its Common Seal to be hereunto affixed the day and year first before written \_\_\_\_\_

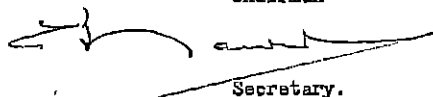
SCHEDULE above referred to:

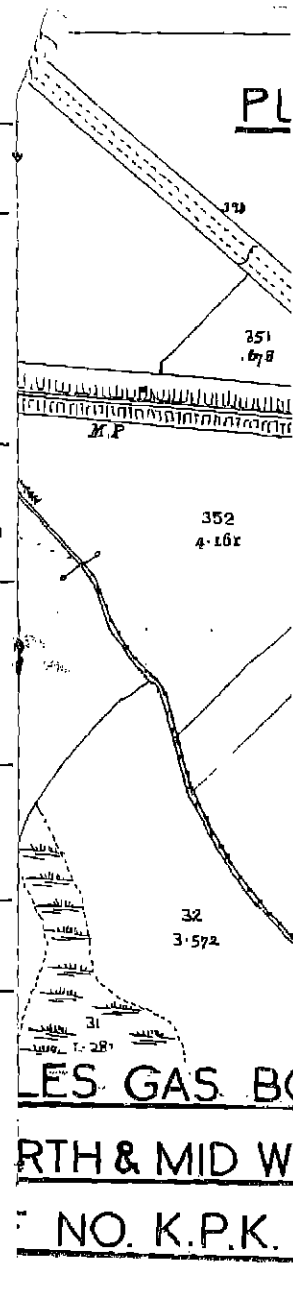
2nd February 1947

CONVEYANCE - Joseph Dunston Powell (1) the Grantors (2) \_\_\_\_\_

THE COMMON SEAL of WALES GAS BOARD was  
hereunto affixed in the presence of :-

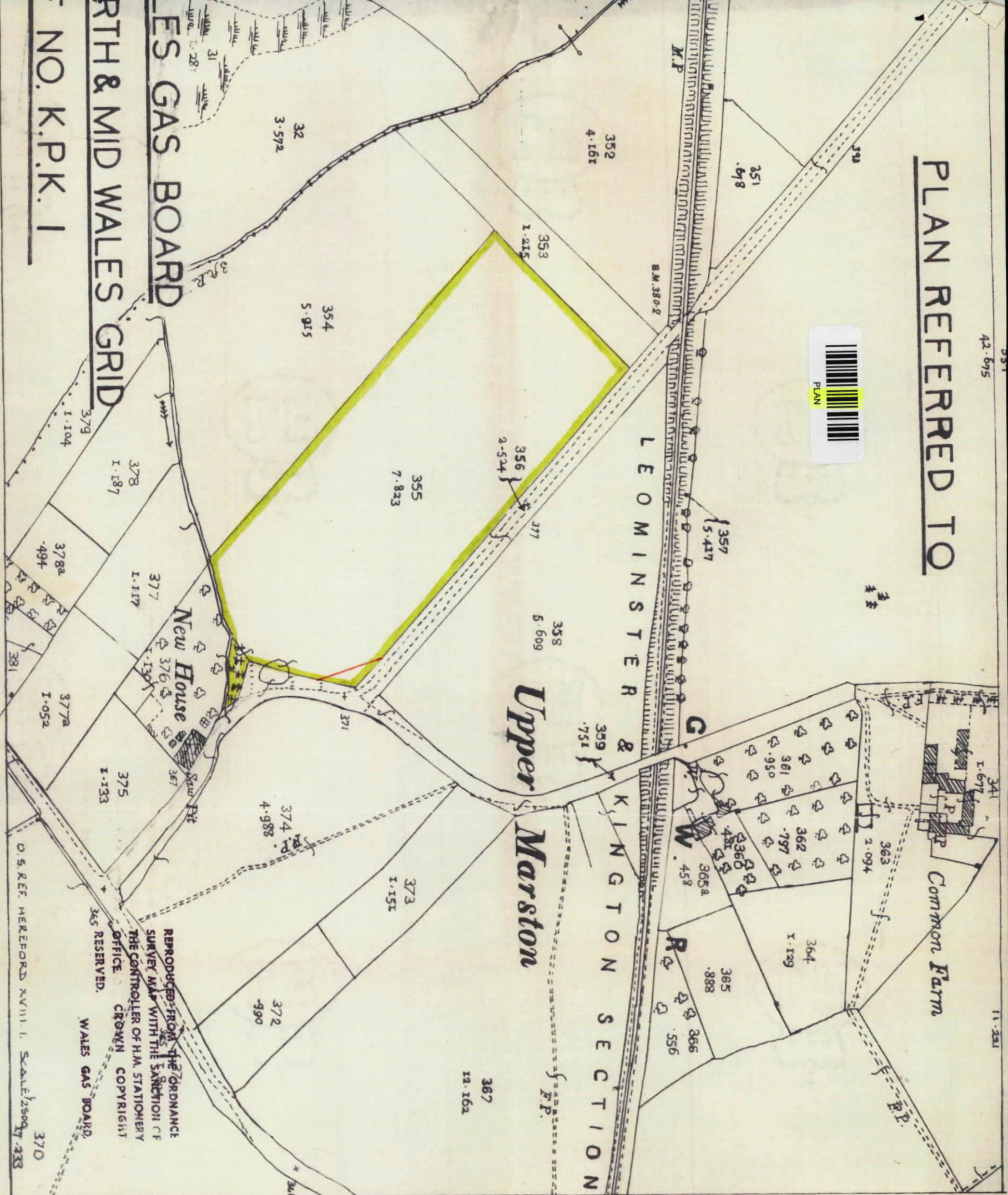
  
Chairman

  
Secretary.





PLAN REFERRED TO



ES GAS BOARD

RTH & MID WALES GRID

NO. K.P.K. 1

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THE CONTROLLER OF H.M. STATIONERY  
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WALES GAS BOARD.

O.S. REF. HEREFORD XVIII. 1. Scale 1:2500  
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