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Title Number TT39637

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H M LAND REGISTRY



LAND REGISTRATION ACTS 1925-1986

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DISTRICT

MEDWAY TOWNS

TITLE NUMBERS

K758225 K765979 K700456 K586255 and K241417

PROPERTY

LAND ON THE SOUTH SIDE OF CUXTON ROAD AND

LYING TO THE SOUTH WEST OF ROMAN WAY

STROOD

THIS DEED is made the Twenty-fourth day of March.

Two thousand and from BETWEEN C&CPROPERTIES UKLIMITED whose registered office is at 40 Broadway London SW1M 0BU (hereinafter called "CAPCO") of the first part BLUE CIRCLE DEVELOPMENTS LIMITED whose registered office is at The Old Rectory Misterton Lutterworth Leicestershire (hereinafter called "Blue Circle") of the second part TESCO STORES LIMITED whose registered office is at Tesco House Delamare Road Cheshunt Hertfordshire EN8 9SL (hereinafter called "Tesco") of the third part (all of which parties are together hereinafter referred to as "the Grantor" covenants on the part of the Grantor being made by the said parties severally in respect of the land comprised in their respective titles) and SOUTHERN WATER SERVICES LIMITED whose registered office is situate at Southern House Yeoman Road Worthing West Sussex BN13 3NX (hereinafter called "the Company") of the fourth part

WHEREAS:

(1) CAPCO is registered as Proprietor with absolute title of the freehold land comprised in Title Numbers K758225 and K765979 Blue Circle is likewise registered in respect of Title Numbers K700456 and K586225 and Tesco is likewise registered in respect of Title Number K241417 all of which land forms part of Medway Valley Park Rochester and includes the land shown coloured pink (hereinafter called "the pink land") on the plan annexed hereto

is the sewerage undertaker and has entered into an Agreement dated the fourth day of November one thousand nine hundred and ninety-eight with Blue Circle Tesco CAPCO and National Westminster Bank Plc under Section 104 of the Water Industry Act 1991 ("the Section 104 Agreement") to adopt the said sewer (hereinafter referred to as "the sewer") lying within the pink land subject to the terms and conditions set out in the Section 104 Agreement

- (3) The Grantor is entering into this Deed pursuant to the obligation by the parties thereto contained in clause 19 of the Section 104 Agreement
- (4) The Grantor has agreed to grant to the Company such perpetual easements rights powers and privileges in respect of the pink land as are necessary for the purposes of its statutory undertaking

By virtue of a Deed of Grant dated 30 November 1998 and made between Tesco (1) Blue Circle (2) and Gapee (3) ("the Existing Deed") Tesco granted to Blue Circle and Capco certain easements with respect to the construction and use of its rising main across part of the land title number K241417 discharging into the public sewer crossing part of such land and Tesco Blue Circle and Capco propose that the easements rights and other matters referred to in the Existing Deed be released with effect from the date that the sewer is adopted as a public sewer pursuant to the section 104 Agreement or otherwise

NOW THIS DEED WITNESSES that the Grantor with full title guarantee grants to the Company from the date that the sewer is adopted as a public sewer pursuant to the Section 104 Agreement or otherwise the following perpetual easements rights powers and privileges ("the right(s)"):-

1. The right of using inspecting reconstructing replacing enlarging lining relaying maintaining cleansing repairing improving and managing the sewer in through under over or upon the pink land

- 2. The right upon twenty-four hours (24) notice (except in case of emergency when no notice shall be required) and at all times with or without vehicles materials plant machinery apparatus employees contractors and others to enter upon and pass and repass along the pink land and to maintain reasonable markers indicating the pink land and/or the sewer and the right to excavate and temporarily tip soil on land adjoining the pink land as necessary or desirable SUBJECT TO levelling out when the excavations are completed and removing any surplus sub soil
- 3. The right at all times to the uninterrupted passage of foul and surface water through the sewer
- 4. The right to remove any trees hedges or shrubs growing in the pink land and any buildings walls fences or other structures built thereon and in the exercise of such rights the Company shall not cause unreasonable damage and shall make good so far as practicable any damage caused to the reasonable satisfaction of the Grantor and shall re-erect reasonable fences marking the boundaries of land PROVIDED ALWAYS THAT the Company shall return the pink land and everything thereon to its condition immediately prior to the exercise of the rights by it to the reasonable satisfaction of the Grantor SAVE FOR when the Grantor is in breach of any of the covenants hereinafter appearing
- 5. The right to erect on the pink land any necessary temporary fencing or other barrier for so long as shall be necessary to enjoy the rights PROVIDED that such temporary fencing or other barrier do not affect the Grantor's or its tenants or occupiers use of the pink land or any adjoining land of the Grantor Provided always that in the exercise of the rights the Company shall not unreasonably obstruct or interfere with the use of the pink land and the Grantor's adjoining land and shall carry out any works diligently and without unnecessary delay
- 6. The Grantor to the intent that the burden of this covenant may run with the pink land and so as to bind the pink land into whosoever hands the same may come and every part thereof and to benefit and protect the Company's sewerage undertaking and each and every part thereof but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur HEREBY COVENANTS with the

This official copy is incomplete without the preceding notes page.

Company that the Grantor will at all times hereafter observe perform and enforce the following restrictive and other covenants in respect of the pink land as follows:-

- (a) Not to use the pink land or the adjoining land so as to put at risk or damage the sewer or any manhole or chamber or other accessory on the sewer or to interfere with the rights
- (b) Not to erect any buildings walls or other structure on the pink land other than roads driveways and reasonable fences marking the boundaries of land and not without the Company's consent which consent shall not be unreasonably withheld or delayed to carry out any other development thereon
- (c) Not to lay or permit to be laid in over or upon the pink land any sewers drains pipes conduits cables ducts wires or similar thing without the prior written consent of the Company such consent not to be unreasonably withheld or delayed
- (d) Not to plant trees hedges shrubs or non-boundary fences on the pink land
- (e) Not (without the prior consent of the Company such approval not be unreasonably withheld or delayed) to alter the original level of the surface of the pink land
- (f) Not to cover or obscure any manhole cover or chamber or other accessory which relates to or which lies over the sewer in the pink land
- (g) Not to allow any piling operation in the pink land without the consent of the Company such consent not to be unreasonably withheld or delayed
- (h) To advise any tenant or lessee of the pink land or any part thereof of the existence of the sewer and of this Deed

7. The Company hereby covenants at all times to save harmless and indemnify the Grantor in respect of all rates taxes outgoings claims demands proceedings damages losses costs charges and expenses in relation to the exercising of the rights save any arising through act or default of the Grantor his employees agents or others authorised by the Grantor PROVIDED THAT the Grantor shall give immediate notice of any claim and shall not make any admission of liability or settle or compromise any claim without the consent in writing of the Company such consent not to be unreasonably withheld or delayed

8. IT IS HEREBY AGREED AND DECLARED

- (a) Any dispute concerning these rights and covenants may be referred to an arbitrator under the Arbitration Act 1996
- (b) The Company shall not be liable for any compensation save as herein expressly provided in respect of its use or enjoyment of the rights hereby granted in accordance with this Deed PROVIDED THAT this clause shall not limit restrict or prejudice any rights or remedies of the Grantor for any breach non-observance or non-performance of any of the obligations on the part of the Company herein contained or of any of the other provisions of this Deed
- (c) If the sewer is not adopted as a public sewer within 21 years of the date hereof (which period is the perpetuity period applicable hereto) this Deed shall be void
- 9. (a) Tesco Blue Circle and Capco agree that the easement rights and obligations contained in the Existing Deed be with effect from the date of this Deed released and cease and determine absolutely
 - (b) Tesco Blue Circle and Capco do hereby apply to the Registrar for

cancellation of any entries relating to the Existing Deed and appearing in the Property or Charges Registers for either or title numbers K24 and K700456 or on any other titles of which Capco and Blue Circle may be registered proprietors and for removal of the original or any copies of the Existing Deed from the Land Certificates for all or any such titles

- 10. The Grantors and the Company do now apply to the Registrar to enter registered notice of the rights hereby granted in the Charges Registers in respect of the pink land
- 11. No person who is not a party to this Deed has or shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms and no consent of any third party shall be required under that Act to any cancellation or variation of this Deed
- 12. We hereby certify that this instrument falls within category J in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

IN WITNESS of which the parties hereto have executed this Deed the day and year first above written

EXECUTED AS A DEED but not delivered until the date hereof by C & C PROPERTIES

UK LIMITED acting by:-

THE COMMON SEAL of BLUE CIRCLE **DEVELOPMENTS LIMITED was hereunto**

affixed in the presence of:-

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

f. a. trot

THE COMMON SEAL of TESCO STORES

LIMITED was hereunto affixed in the

presence of:

)

Divisional Director

DIRECTOR SECRETARY

40, RECTOR

THE COMMON SEAL of SOUTHERN WATER SERVICES LIMITED was hereunto affixed in the presence of :-

Company Secretary

10582

I hereby certify this to be a true copy of the original Miller walls

DATED

24th March

2004 P.D. STOCKDALE

Solicitor, Worthing, Susseyo

C & C PROPERTIES UK LIMITED

BLUE CIRCLE DEVELOPMENTS LIMITED

TESCO STORES LIMITED

and

SOUTHERN WATER SERVICES LIMITED

DEED OF GRANT

relating to foul sewer at Medway Valley Park Strood Rochester Kent

REF: PDS/S2937 PDS/DOG42

