

Land Registry  
Transfer of part of registered title

TP1

1 Title number(s) out of which the property is transferred:

TT39637

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

Electricity Sub-Station at Temple Waterfront, Roman Way, Rochester

The property is identified

on the attached plan and shown:

coloured pink

on the title plan(s) of the above titles and shown:

4 Date: 17 April 2018

5 Transferor:

**REDROW HOMES LIMITED**

**For UK incorporated companies/LLPs**

Registered number of company or limited liability partnership including any prefix:

01990710

**For overseas companies**

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

Southern Electric Power Distribution plc

**For UK incorporated companies/LLPs**

Registered number of company or limited liability partnership including any prefix:

04094290

**For overseas companies**

(a) Territory of incorporation:
(b) Registered number in the United Kingdom including any prefix:
7 Transferee's intended address(es) for service for entry in the register: 55 Vastern Road, Reading, RG1 8BU
8 The transferor transfers the property to the transferee
9 Consideration
<input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): ONE POUND (£1)
<input type="checkbox"/> The transfer is not for money or anything that has a monetary value
<input type="checkbox"/> Insert other receipt as appropriate:
1 The transferor transfers with
<input checked="" type="checkbox"/> full title guarantee
<input type="checkbox"/> limited title guarantee
1 Declaration of trust. The transferee is more than one person and
<input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants
<input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares
<input type="checkbox"/> they are to hold the property on trust:
1 Additional provisions
<b><i>Definitions and Interpretation</i></b>
12.1 In this Transfer the following words and expressions shall have the following meanings:
" <b>Access</b> " means the land shown coloured brown and brown hatched black on the Plan and the roads, footpaths providing access to the Property and the Easement Strip;
" <b>Cables</b> " all electrical plant and underground electric lines (as defined in section 64 of the Electricity Act 1989) installed or to be installed along and within the Easement Strip and all appurtenant apparatus;
" <b>Easement Strip</b> " means the strip of land shown coloured green and brown hatched black on the Plan;
" <b>Plan</b> " means the plan annexed to this Transfer;
" <b>Retained Land</b> " means the land (excluding the Property) now comprised in the Title

Number in panel 1 of this Transfer and every part of it, and the land now comprised in the Title Number in panel 2 of this Transfer (if any) and every part of it

- 12.2 The expressions "the Transferor" and "the Transferee" wherever the context so admits shall include their respective successors in title and all persons deriving title under the Transferor and the Transferee and the owners and occupiers for the time being of the Retained Land and where the Retained Land has been disposed of in parts be construed as comprising all the owners and occupiers for the time being of the respective parts.
- 12.3 Where any party to this Transfer comprises more than one person their obligations shall be joint and several obligations.
- 12.4 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done.

#### ***Rights Granted for the Benefit of the Property***

- 12.5 The Transferor grants for the benefit of the Property:
  - 12.5.1 the right to
    - a. pass and re-pass with or without vehicles, plant and equipment between the public highway and the Property and all parts of the Easement Strip at all reasonable times (and at any time in cases of emergency) over the Access and
    - b. to temporarily park a vehicle on the Access for all proper purposes connected with the Property and the exercise of the rights granted in this Transfer;
  - 12.5.2 the right to lay, relay, construct, use, inspect, maintain, protect, repair, relay, replace, renew, supplement, connect into, remove or render unusable the Cables within the Easement Strip
  - 12.5.3 the right to break up so much of the surface of the Retained Land as is reasonably necessary from time to time for the purpose of exercising the right under clause 12.5.2;
  - 12.5.4 the right to fell, lop or cut in a proper manner all trees and shrubs standing on the Retained Land which may if not felled, lopped or cut, obstruct or interfere with the construction, maintenance or safe operation of any apparatus on the Retained Land or the Cables;
  - 12.5.5 the right of shelter, protection and vertical and lateral support for the benefit of the Property and the Cables from the Retained Land;
  - 12.5.6 the right to drain surface water from the Property on to the Retained Land into any existing drainage system.

#### ***Restrictive Covenants by the Transferor***

- 12.6 The Transferor covenants with Transferee to the intent that the burden of the covenants will run with and bind the Retained Land, in each case for the benefit of the Property as follows:
  - 12.6.1 Not to make any alteration to the Easement Strip, nor plant any tree or

shrub or erect any structure on or over the Easement Strip other than with the prior written consent and under the supervision of the Transferee;

- 12.6.2 Not to do anything that may or may be likely to cause damage to the Cables and the Transferor shall take all reasonable precautions to prevent any damage to the Cables;
- 12.6.3 Not to do anything (other than normal agricultural operations) whereby the support of or the cover of soil over the Cables shall be altered;
- 12.6.4 Not to interfere with or obstruct either the operation of the Cables, or the access to the Cables.

PROVIDED THAT nothing in clauses 12.6.1 or 12.6.3 or 12.6.4 shall prevent

- (a) the laying and/or re-laying (as the case may be) of appropriate surfaces on the Easement Strip which forms part of any road or footpath or any car parking, low level structures buildings structures or erections authorised by the planning permission with reference [ ]
- (b) the installation of any necessary service pipes drains wires cables and other apparatus and any subsequent repair, renewal, removal or modification for the provision of utilities and telecommunications by statutory undertakers under the Transferee's supervision

#### ***Covenants by the Transferee***

12.7 The Transferee covenants with the Transferor as follows:

- 12.7.1 when exercising the rights granted in this transfer to take reasonable precautions to avoid obstruction to or interference with the user of the Retained Land;
- 12.7.2 whenever necessary following exercise of the rights granted in this transfer, as soon as reasonably practicable to make good and restore the surface of the Retained Land to the reasonable satisfaction of the Transferor;
- 12.7.3 so far as is reasonably practicable and for so long as the Cables and the Property are used for or in connection with the transmission or distribution of electricity, the Transferee shall keep the Cables and any electricity apparatus on the Property in a safe condition, and upon abandonment of the whole or any part of the Cables the Transferee shall render the Cables permanently safe.
- 12.7.4 to comply with all legal requirements relating to any electricity apparatus on the Property and the Cables and the use of them.
- 12.7.5 to indemnify the Transferor in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising as a consequence of any breach of the Transferee's covenants in this Transfer.

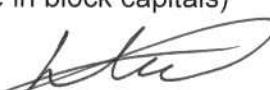
#### ***Other***

12.8

- 12.8.1 The Transferor covenants with the Transferee to indemnify the Transferee in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings arising out of or in connection with the matters referred to in the registers of title of the Title Number in Panel 1 of this Transfer (and the Title Number in Panel 2 of this Transfer if any) so far as they relate to the Property.
- 12.8.2 The rights granted by clause 12.5 shall not be exercised over land which has been or is intended as shown on the Plan to be developed by the construction of buildings;
- 12.8.3 The Transferee shall (if so requested and at the Transferor's cost) consent to the estate roads over or through which the Rights are exercised becoming adopted and/or maintainable at the public expense
- 12.8.4 Section 62 Law of Property Act 1925 and the rule in "Wheeldon v Burrows" do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land by this Transfer except for those expressly granted or reserved by this Transfer.
- 12.8.5 The Transferor and the Transferee do not intend that any of the terms of this Transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

1 Execution

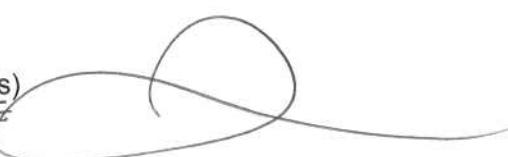
**SIGNED as a DEED by (Name in block capitals)**

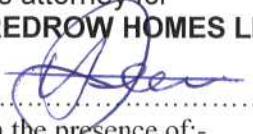
Hamish Laid   
as attorney for  
**REDROW HOMES LIMITED**

in the presence of:-

Signature of witness .....  
  
Name (in BLOCK CAPITALS) ..... **DARREN BANKS**  
Address .....  
..... **Prince Regent House, Chatham**  
..... **Kent, ME4 4QZ**

**SIGNED as a DEED by (Name in block capitals)**

NEIL DEMPSEY RACHAEL BAILEY   
as attorney for  
**REDROW HOMES LIMITED**

in the presence of:-  


**SAFINA DOBBS**

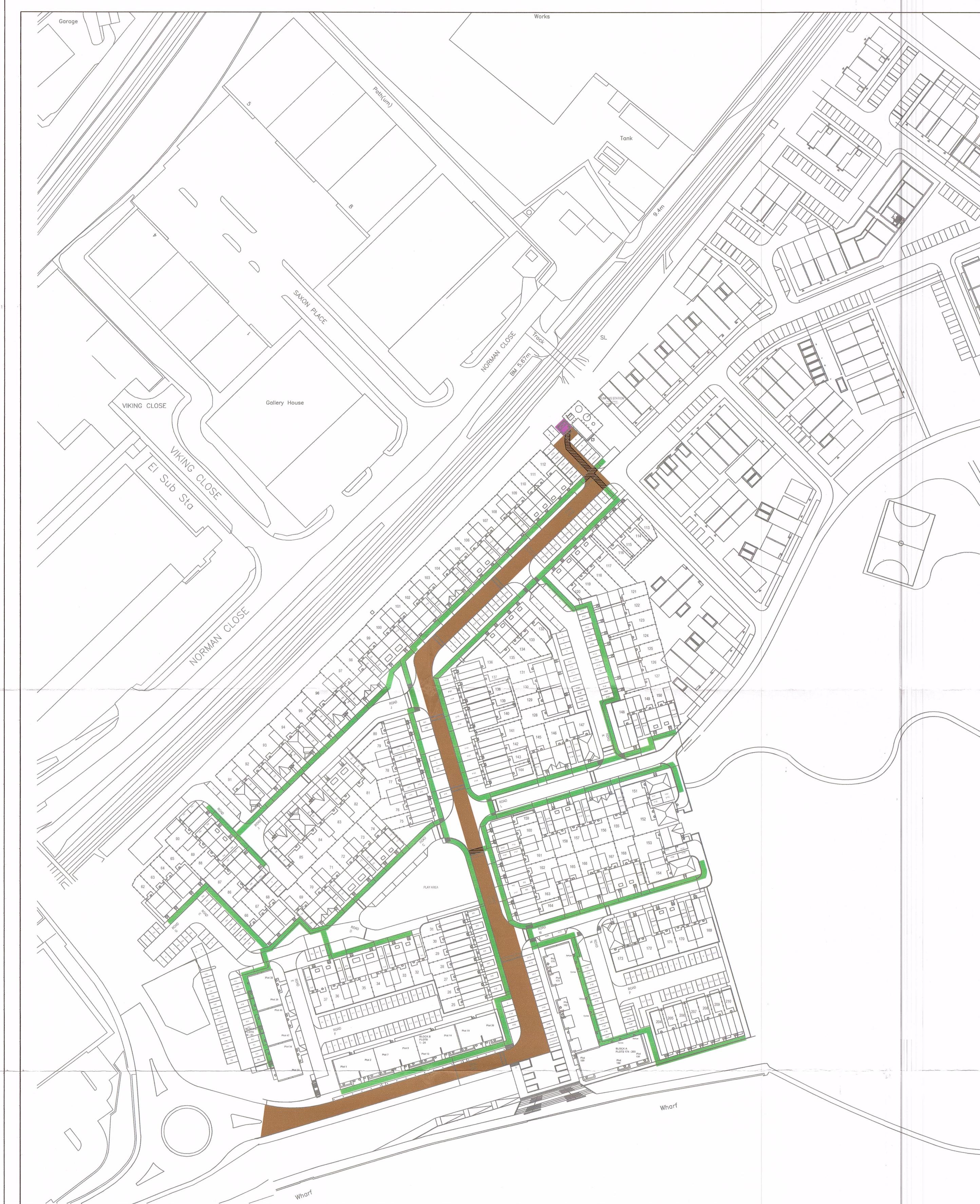
Signature of witness ..... *[Signature]*  
Name (in BLOCK CAPITALS) **DARREN BANKS**  
Address ..... Prince Regent House, Chatham  
Kent, ME4 4QZ

Executed as a deed by affixing the )  
common seal of **SOUTHERN ELECTRIC** )  
**POWER DISTRIBUTION PLC** )  
in the presence of: )

*[Signature]* Duly authorised by a resolution of the Board  
of Directors of the Company pursuant to the  
Company's Articles of Association

13201

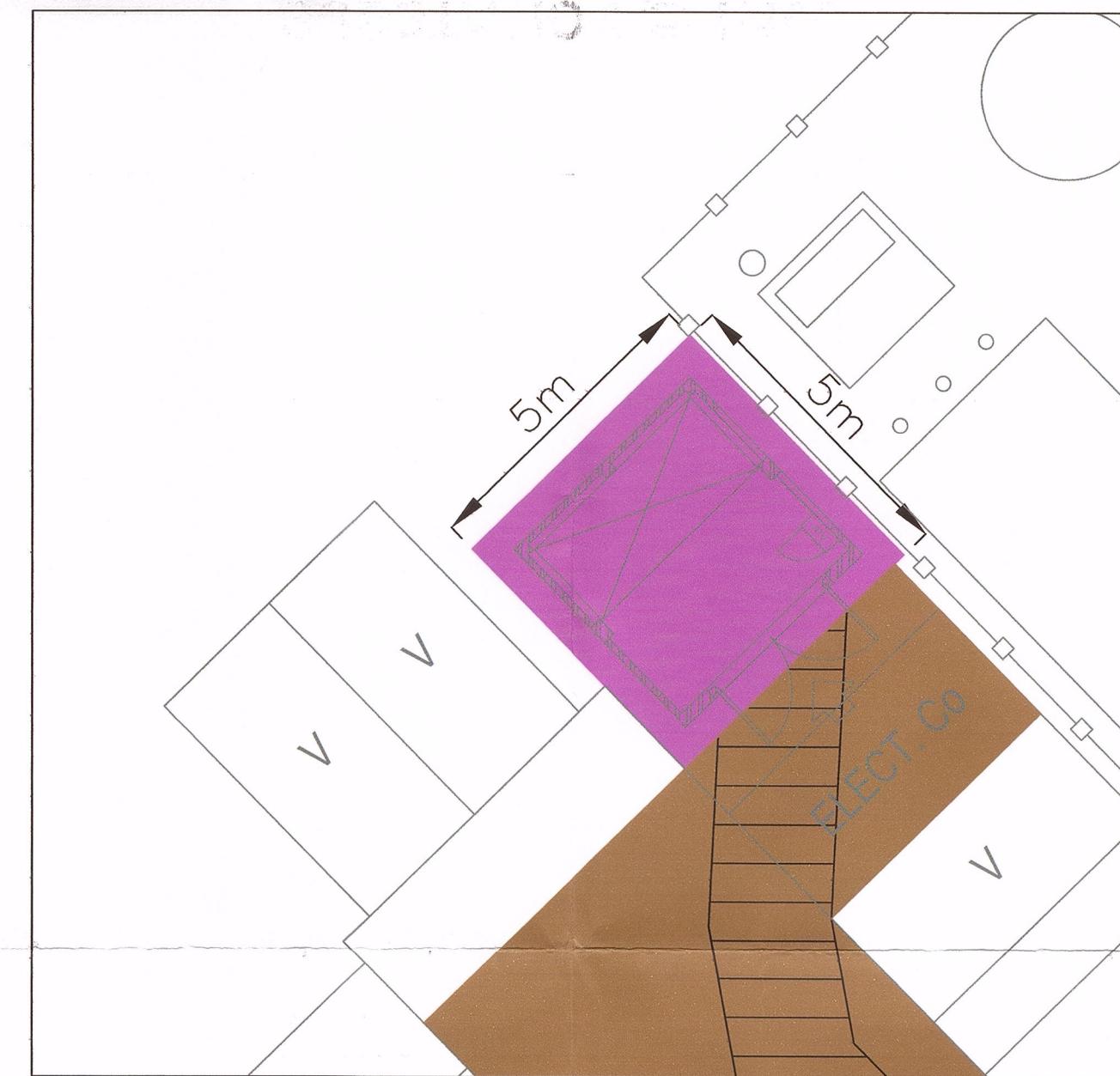
© Crown copyright (ref: LR/HO) 07/09



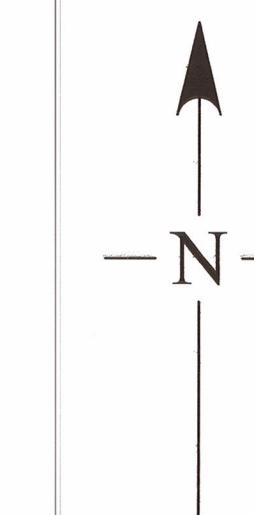
**LOCATION PLAN @ 1:5000**



**SUBSTATION @ 1:100**



DATE	DETAILS OF REVISION	Rev by:	Rev:
15/08/17	S/S ROTATED.	ME	B
02/12/16	S/S DETAIL ADDED.	ME	A



PROJECT: *Temple Waterfront*

*R. Noonan  
K.S. Hayman*

TITLE: ELEC SUBSTATION LEASE & EASEMENT PLAN	
WAYLEAVE OFFICER: R.NOONAN	SCALE: 1:1000
DATE: 29/11/2016	DESIGNED BY: RJ
DRAWN BY: ME	APPROVED BY: (Print Name):
REV: B	DRAWING NO: 2978-EL-E-001
SHEET SIZE: A1	13261

**KEY**

- 2m UNDERGROUND CABLE EASEMENT
- SUBSTATION
- ACCESS REQUIRED FOR PLANT AND PERSONNEL ONLY
- ACCESS REQUIRED FOR ALL PURPOSES, INC CABLES