

These are the notes referred to on the following official copy

Title Number TT77449

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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.	<p>Property: Gas Pressure Reduction Station at Temple Waterfront, Roman Way, Rochester The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: coloured pink</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4.	Date: 16 February 2018
5.	<p>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:</p>
6.	<p>Transferee for entry in the register: Indigo Pipelines Limited For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 02742721 For overseas companies (a) Territory of incorporation:</p>



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

7. Transferee's intended address(es) for service for entry in the register:

One London Wall, London EC2Y 5AB

8. The transferor transfers the property to the transferee

9. Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

ONE POUND (£1)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10. The transferor transfers with

full title guarantee

limited title guarantee

11. Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12. Additional provisions

Definitions and Interpretation

- 12.1 In this Transfer the following words and expressions shall have the following meanings:

“Access” 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;

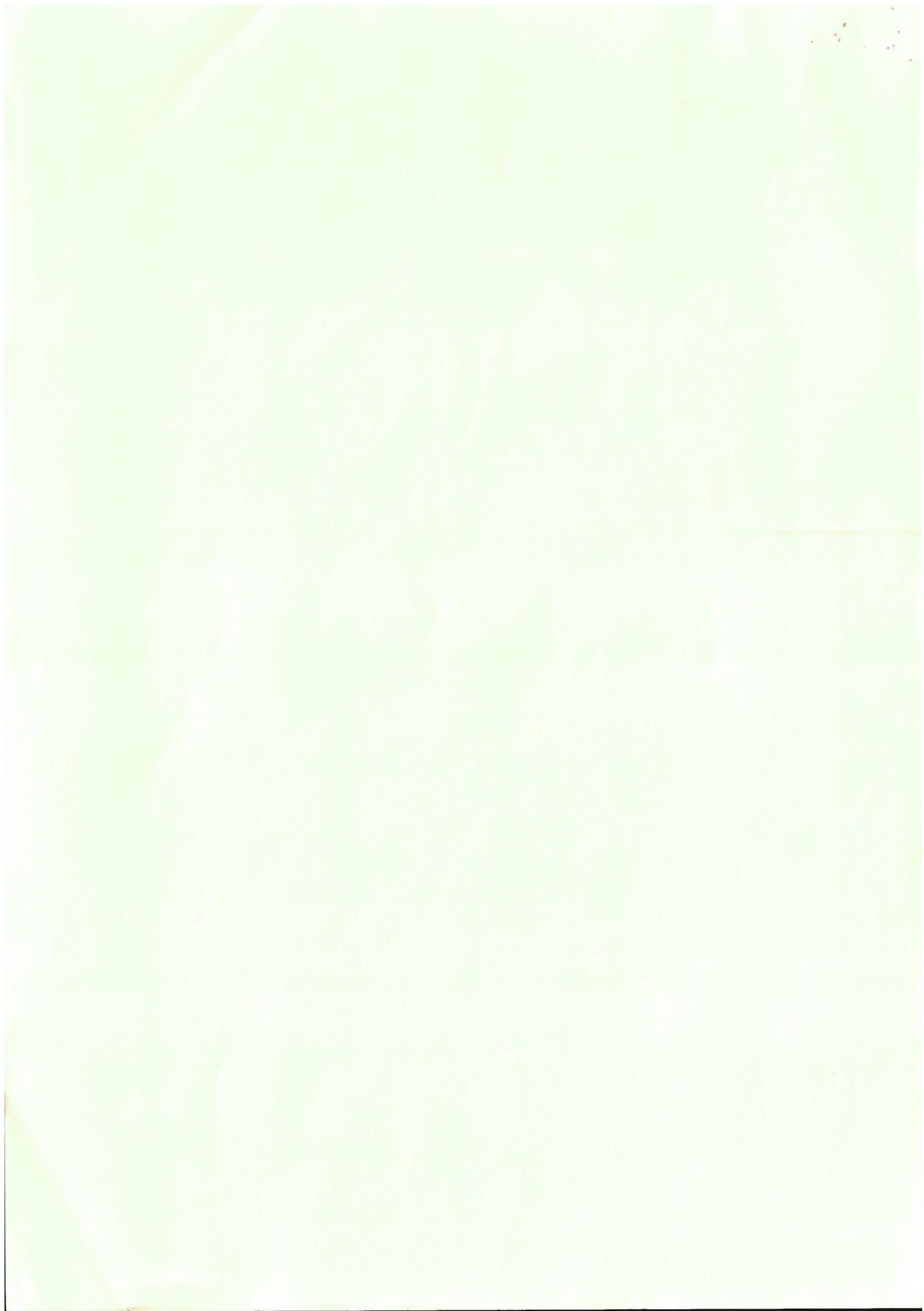
“Easement Strip” means the strip of land shown coloured green and brown hatched black on the Plan;

“Gas Mains”: means all ducts, pipes and cables installed or to be installed along and within the Easement Strip and all other apparatus appurtenant apparatus;

“Plan” means the plan annexed to this Transfer;

“Retained Land” 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.

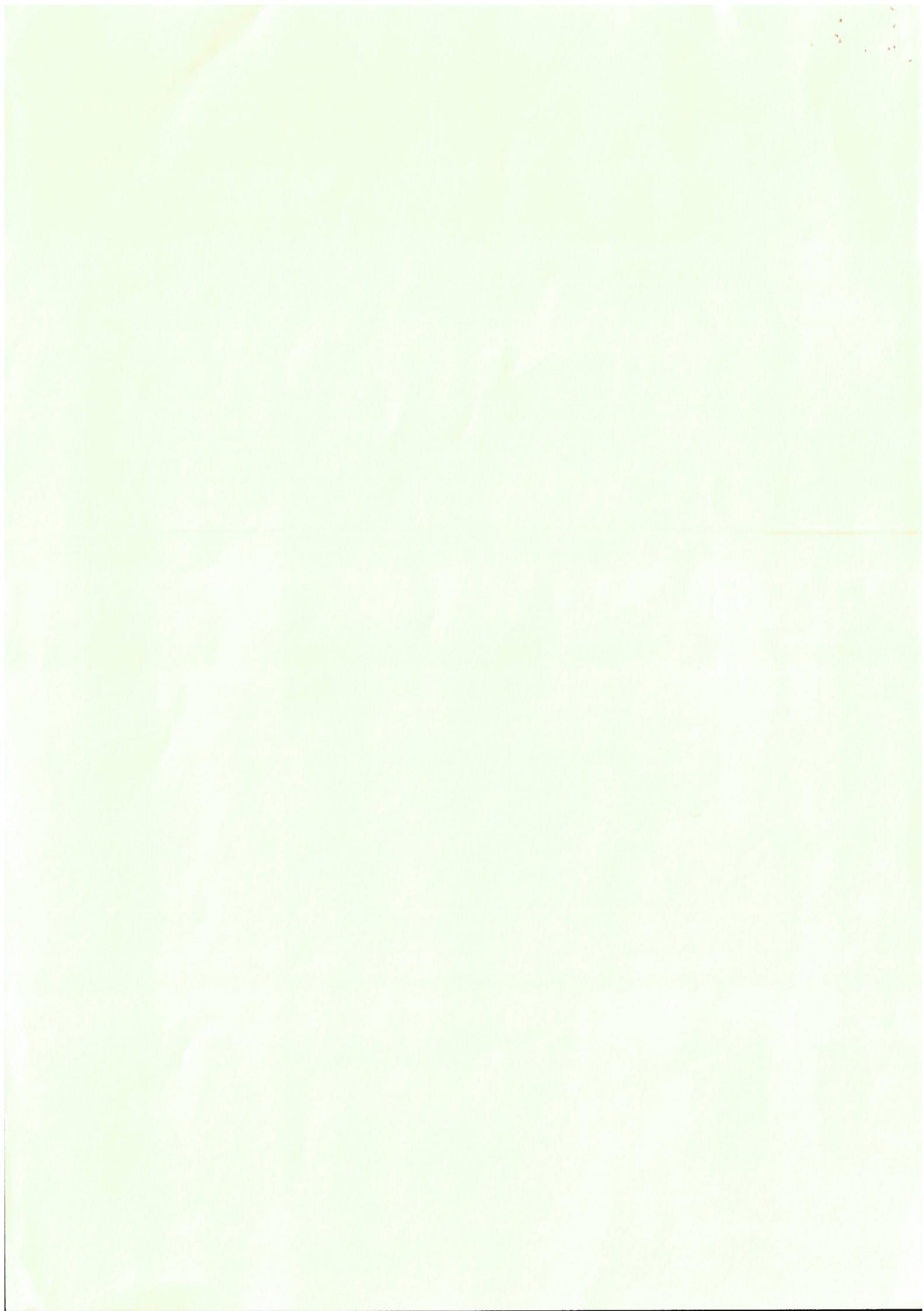
- 12.3 Where any party to this Transfer comprises more than one person their obligations shall be joint and several obligations.
- 12.4 Any covenant not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done.

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 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 Gas Mains within the Easement Strip
 - 12.5.3 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 Gas Mains;
 - 12.5.5 the right of shelter, protection and vertical and lateral support for the benefit of the Property and the Gas Mains 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 Gas Mains and the Transferor shall take all reasonable precautions to prevent any damage to the Gas Mains;
 - 12.6.3 Not to do anything (other than normal agricultural operations) whereby the



- support of or the cover of soil over the Gas Mains shall be altered;
- 12.6.4 Not to interfere with or obstruct either the operation of the Gas Mains, or the access to the Gas Mains.
- 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, to as soon as reasonably practicable 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 Gas Mains and the Property are used for or in connection with the transmission or distribution of electricity, the Transferee shall keep the Gas Mains and any gas apparatus on the Property in a safe condition, and upon abandonment of the whole or any part of the Gas Mains the Transferee shall render the Gas Mains permanently safe.
 - 12.7.4 to comply with all legal requirements relating to any gas apparatus on the Property and the Gas Mains 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.

13. Execution

SIGNED as a DEED by (Name in block capitals)

HARISH LAL

as attorney for

REDROW HOMES LIMITED



in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS) ANDREW BOWERN

Address... PRINCE REGENT HOUSE

..... CHATHAM MARITIME

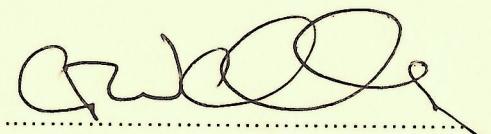
..... KENT ME4 4QZ

SIGNED as a DEED by (Name in block capitals)

Gen Wals

as attorney for

REDROW HOMES LIMITED



in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS) ANDREW BOWERN

Address... PRINCE REGENT HOUSE

..... CHATHAM MARITIME

..... KENT ME4 4QZ

Executed as a Deed by

INDIGO PIPELINES LIMITED

In the presence of :-

Director



ANDREW W. L. LOW

Witness Signature:



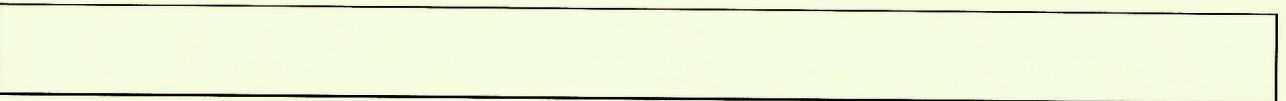
Witness name:

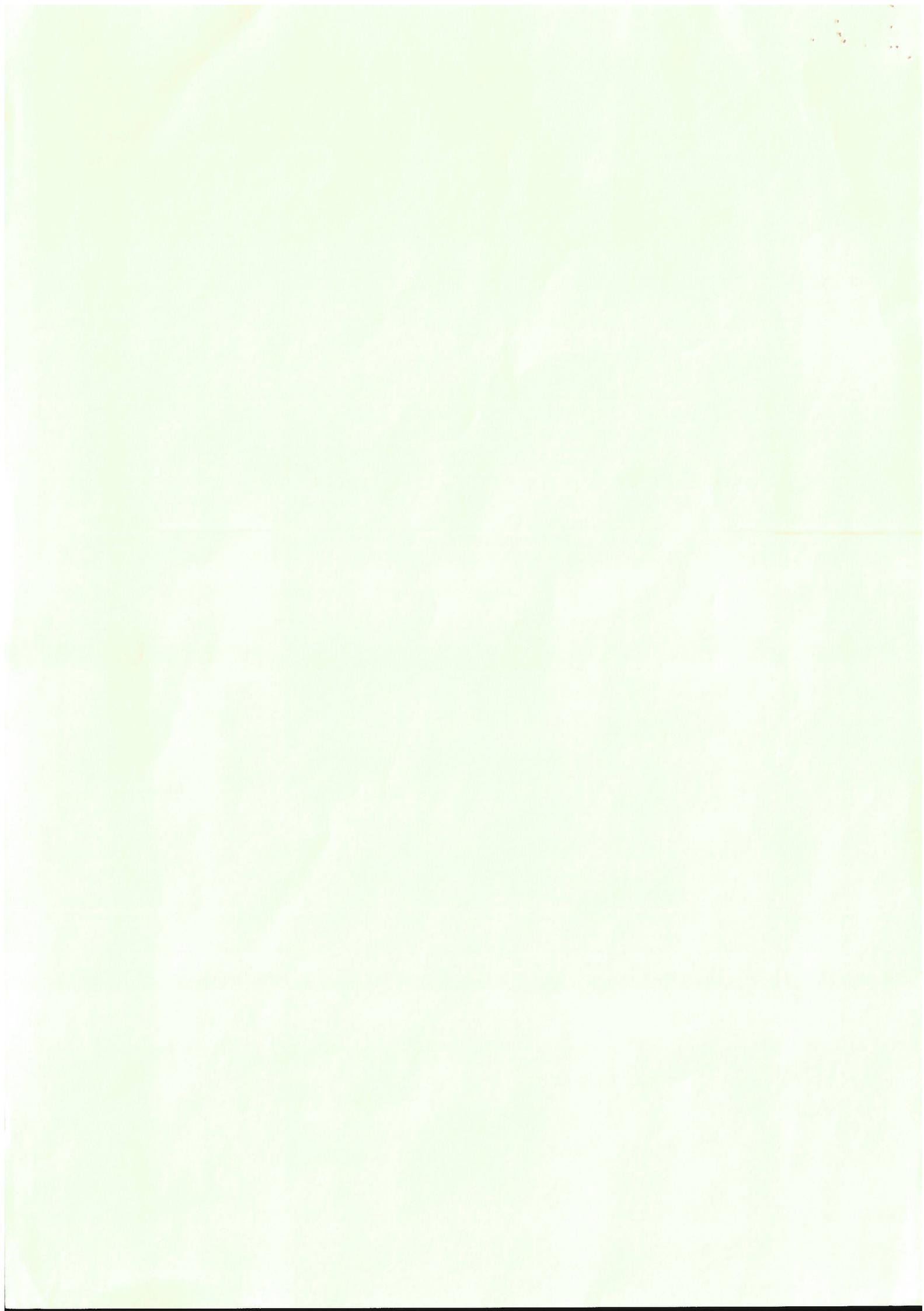
ROSE STEELE

Address:

17 BLYTHWOOD SQUARE,
GLASGOW, G2 4HA

Oct 1994

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Utilities

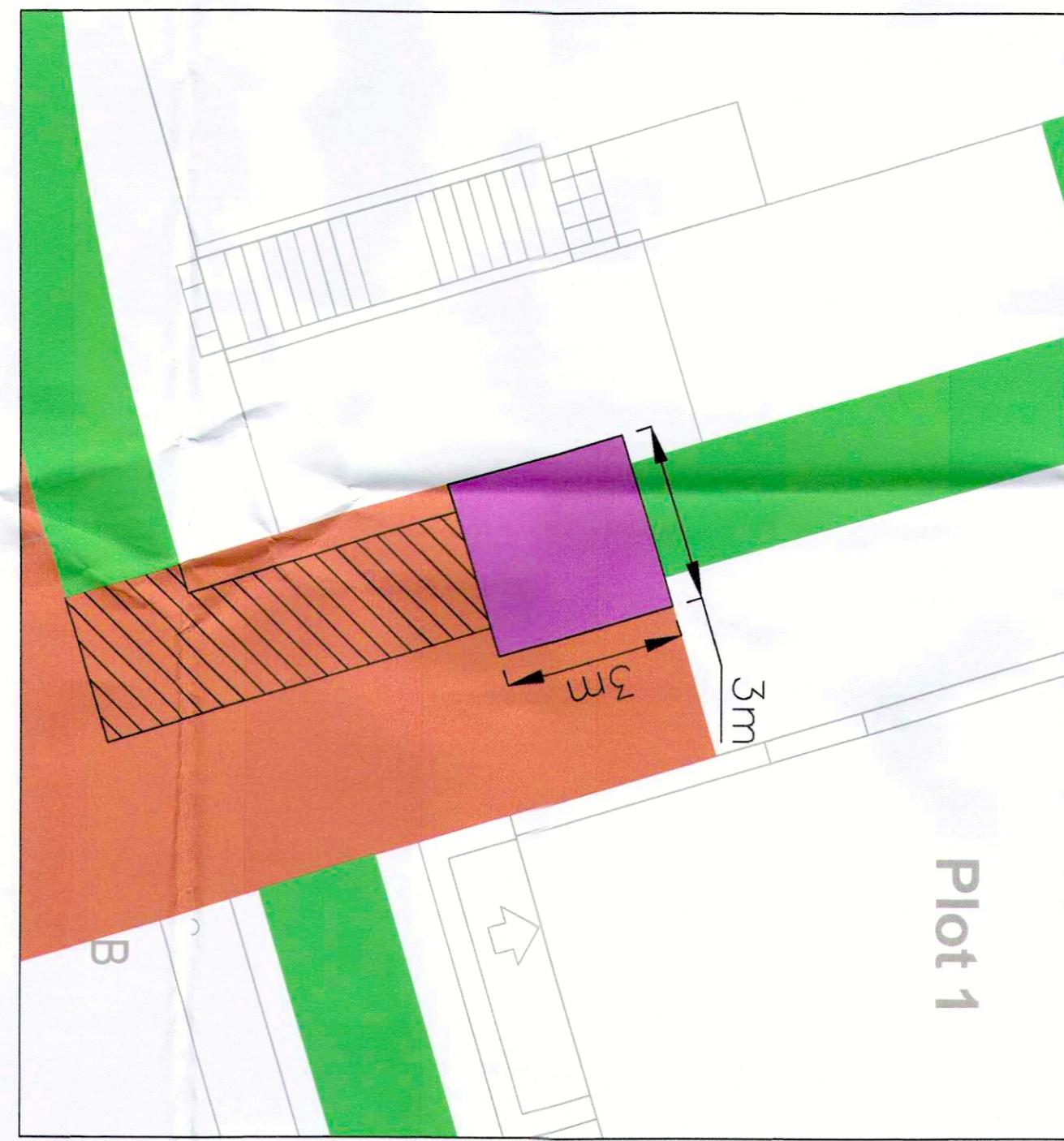


LOCATION PLAN @ 1:5000

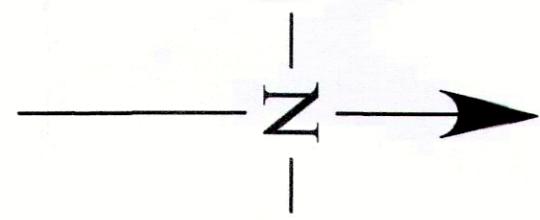


PRS @ 1:100

Plot 1



PROJECT
TEMPLE WATERFRONT



TITLE
GAS EASEMENT PLAN

WAIVEE OFFICER:	R.NOONAN
DATE:	29/11/2015
DESIGNED BY:	KF
APPROVED BY:	(Print Name):
DRAWING NO:	2978-GA-E-001
SHEET SIZE:	A1

DATE	DETAILS OF REVISION	Rev by:	Rev:
10/10/17	GAS LP EASEMENT AMENDED.	ME	E
19/08/17	EASEMENT ADDED FOR BLOCK B.	ME	D
17/08/17	GAS LP ROUTES AMENDED.	ME	C
09/12/16	ACCESS TO PRS ADDED	MEAST	B
02/12/16	PRS DETAIL ADDED.	ME	A