

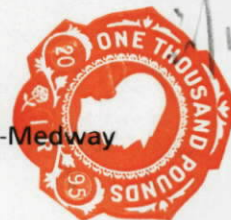
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Title Number TT39637

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LAND REGISTRATION ACTS 1925 TO 1988

TRANSFER OF PART UNDER RULE 72

County & District : Kent - Rochester-Upon-Medway
Title Number :
Property : Land adjoining The River Medway Strood Kent
Dated : 21st October 1994

1. In this Transfer:-

- 1.1 "the Vendor" means PORT OF SHEERNESS LIMITED of Dockyard House Sheerness Docks Sheerness Kent ME12 1RX
- 1.2 "the Purchaser " means BLUE CIRCLE DEVELOPMENTS LIMITED of 84 Eccleston Square London SW1V 1PX
- 1.3 "the Property" means ALL THAT land and property shown for the purpose of identification only edged red on the plan and known as land adjoining the River Medway at Strood Kent
- 1.4 "the Retained Land" means all that land in the ownership of the Vendor comprising the bed and shores of the River Medway
- 1.5 "the Adjoining Property " means the freehold land of the Purchaser adjoining the Property which is registered with title absolute under title numbers K700456 and K586255 and which is edged blue on the plan
- 1.6 "the Brown Land" means (subject to the provisions of clause 6.2) the land shown coloured brown on the plan
- 1.7 "the Yellow Land" means that part of the Adjoining Property and the Property that is shown coloured yellow on the plan numbered 3
- 1.8 "the Yellow Hatched Land" means (subject to the provisions of clause 2) that part of the Yellow Land that is shown coloured yellow hatched black on the Plan
- 1.9 "the Connection" means the road connecting the Retained Land to the Brown Land including any necessary roundabout and other junction features and ancillary footpaths visibility splays drains pipes soakaways lighting and structures to be constructed on the



SEQ19



P. QUALITY

Yellow Hatched Land providing access and egress from the Retained Land to and from the Brown Land

1.10 "the Embankment Licences" means the seven licences shortly specified in the Second Schedule

1.11 "the Documents" means the Act of Parliament Statutory Instruments and other documents referred to in the First Schedule

1.12 "the Rights" means the rights affecting the Adjoining Property the benefit of which is granted to the Retained Land and which are set out in the Third Schedule

1.13 "the Exceptions and Reservations" means exceptions reservations and other matters benefitting the Retained Land which are set out in the Fourth Schedule subject to which the Property is transferred

1.14 "the Roadway" means a roadway (incorporating bridges over the railways over which the Brown Land passes) over the whole of the Brown Land with a carriageway of such minimum width including sidewalks that meets the requirements of the local highway authority throughout its length with all other facilities as appropriate and in all respects to the standards required by the highway authority so that the same is capable of being a highway maintainable at the public expense

1.15 "the Services" means the provision of drainage water and soil drainage of surface water and the supply of water gas electricity lighting telecommunications (and associated facilities) and other services and Service shall be construed accordingly

1.16 "Conducting Media" means any media apparatus or facility required for the provision of a Service or Services to or from any land or premises including but not by way of limitation sewers drains pipes wires cables ducts culverts waterways pumps soakaways lighting standards and apparatus and other similar transmission media and installations and ancillary apparatus

1.17 "Perpetuity Period" means the period of 80 years from the date hereof

1.18 "the Vendor" and "the Purchaser " shall be deemed to include the Vendor's and the Purchaser's respective successors in title and assigns

1.19 "the Plan" means the plans annexed hereto

2. In consideration of the sum of THREE HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£325,000) paid by the Purchaser to the Vendor (the receipt and payment whereof is hereby acknowledged) the Vendor as beneficial owner hereby transfers unto the Purchaser all the estate right title and interest of the Vendor pursuant to the Documents in the Property

3. The Property is transferred subject to and (where appropriate) with the benefit of:-

3.1 the Documents

3.2 the Embankment Licences

3.3 the Exceptions and Reservations in fee simple for the benefit of the Retained Land

4. The Purchaser grants to the Vendor the Rights in favour of the Retained Land TO HOLD to the Vendor in fee simple

5. The Purchaser HEREBY COVENANTS with the Vendor to the intent that the burden of such covenant shall run with and bind the Adjoining Property and the Property and each and every part thereof into whosoever hands the same may come and to the intent that the benefit thereof shall be annexed to and run with each and every part of the Retained Land that the Purchaser will at all times hereafter observe and perform the covenants and stipulations set out in the Fifth Schedule hereto

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that:-

6.1 the Purchaser shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of the Retained Land or any part or parts thereof

6.2 if at any time within the period of 5 years after the date hereof the Purchaser shall wish to vary the route within the boundaries of the Yellow Land of the Brown Land and or the Brown Land and the Yellow Hatched Land and shall serve a notice in writing to that effect "Variation Notice" on the Vendor and shall in the Variation Notice specify on a plan to a scale of not less than 1:500 an alternative route and position of the Brown Land or the Brown Land and the Yellow Hatched Land then as from a date 28 days after the service of such Variation Notice subject to the same being a valid Variation Notice in accordance with the provisions hereinafter contained this transfer and the provisions thereof shall take effect in all respects as if such alternative route and position of the Brown Land or the

Brown Land and the Yellow Hatched Land had been the route and position thereof shown coloured brown and coloured yellow hatched black on the Plan PROVIDED ALWAYS that the Purchaser shall not be entitled to serve the Variation Notice and such notice or purported notice shall be void and of no effect unless:

- 6.2.1 the alternative route of the Brown land designated shall comprise a route having a width not less than that required to accommodate the Roadway
- 6.2.2 the alternative position of the Yellow Hatched Land meets the southern boundary of the Brown Land and further meets the Retained Land along the entirety of the boundary between the points marked A and B on the plan
- 6.2.3 the alternative route of the Brown Land shall provide access to and egress from the Yellow Hatched Land to and from the A228 public highway
- 6.2.4 the Purchaser or other persons serving the Variation Notice shall at the date of service thereof and at the date of coming into effect of the same have full competence as beneficial owner to grant in respect of the alternative route and position of the Brown Land and the Yellow Hatched Land all such rights as are at the time subsisting in respect thereof for the benefit of the Retained Land or any part or parts thereof
- 6.3 that as from the date 28 days after the service of the Variation Notice being a valid Variation Notice in all respects in accordance with clause 6.2 the Brown Land or the Brown Land and the Yellow Hatched Land referred to in this Transfer shall be deemed to be the Brown Land or the Brown Land and the Yellow Hatched Land (as the case may be) as prescribed by the Variation Notice and rights over those parts of the route which have been varied from shall cease and be extinguished
- 7. The Vendor and the Purchaser apply to the Chief Land Registrar to note the following restrictions on the proprietorship register of title numbers K700456 and K586255 and of the Property in the following form
 - 7.1 "no disposition of the Brown Land by the Registered Proprietor or the Proprietor of any Registered Charge of the Brown Land shall be registered unless the application contains a certified copy of the deed referred to in paragraph 4 of the Fifth Schedule of the Transfer

dated 21 October 1994 and made between Port of Sheerness Limited (1) and Blue Circle Developments Limited (2)"

- 7.2 "no disposition of the Yellow Hatched Land by the Registered Proprietor or the Proprietor of any Registered Charge shall be registered unless the application contains a certified copy of the deed referred to in paragraph 6 of the Fifth Schedule of the Transfer dated 21 October 1994 and made between Port of Sheerness Limited (1) and Blue Circle Developments Limited (2)"

IN WITNESS whereof the parties have executed this transfer as a Deed today

FIRST SCHEDULE

1. The Medway Conservancy Act 1881
2. Conveyance dated 25th March 1882 and made between the Mayor Aldermen and Citizens of the City of Rochester (1) and the Conservators of the River Medway (2)
3. The Medway Ports Re-organisation Scheme 1968 Confirmation Order 1969
4. The Medway Ports Authority Scheme 1991 Confirmation Order 1992 number 202
5. Certificate of Incorporation on Change of Name dated 19th June 1992

SECOND SCHEDULE

Embankment Licences

- | | |
|------------|--|
| 27.10.1881 | The Earl of Darnley (1) The City of Rochester (2) |
| 10.6.1890 | Conservators of the River Medway (1) The Earl of Darnley (2) |
| 9.6.1896 | Conservators of the River Medway (1) Martin Earle & Co Ltd (2) |
| 10.12.1897 | Conservators of the River Medway (1) Martin Earle & Co Ltd (2) |
| 5.4.1898 | Conservators of the River Medway (1) Martin Earle & Co Ltd (2) |
| 13.9.1898 | Conservators of the River Medway (1) Martin Earle & Co Ltd (2) |
| 14.1.1902 | Conservators of the River Medway (1) Martin Earle & Co Ltd (2) |

THIRD SCHEDULE

The Rights Benefitting the Retained Land

1. A right of way at all times and with or without vehicles and equipment for all purposes of gaining access to and egress from the Retained Land and each and every part thereof from and to

the public highway over and along the roadway or accessway comprising that part of the Brown Land which forms part of the Adjoining Property

2. A right for the Vendor for the benefit of the Retained Land at any time within the Perpetuity Period both with or without workmen and equipment (but upon giving reasonable prior notice in writing of intention so to do except in the case of an emergency) to enter upon any unbuilt part of the Adjoining Property (so far as reasonably necessary) or onto any part thereof to repair construct re-construct improve or make up the roadway or accessway comprising the Brown Land or any part or parts thereof and (at the discretion of the Vendor or other the person exercising such rights) to any better standard that the same was prior to the exercise of such right and up to and including the standard required for the time being for the adoption thereof by the local highway authority as a highway together with sidewalks maintainable at public expense and to a minimum width at any one point acceptable to the local highway authority for the adoption by the highway authority throughout its length and the provision and use of any Conducting Media on any adjoining part or parts of the Adjoining Property for the purposes of draining surface water from the Brown Land and/or for the purposes of lighting of the said roadway or accessway to a standard requisite to permit the adoption of the same or relevant part thereof as a highway maintainable at the public expense or otherwise the Vendor or other person exercising such right doing to in manner so as to cause as little damage as possible to the Adjoining Property and making good at its own expense all damage so caused PROVIDED THAT nothing in this paragraph shall take effect to diminish the obligations of the Purchaser pursuant to paragraph 2 of the Fifth Schedule hereof

3. The right for the Vendor for the benefit of the Retained Land at any time within the Perpetuity Period and with or without workmen and equipment (upon giving reasonable prior notice to the Purchaser of intention so to do) to enter upon that part of the Brown Land which forms part of the Adjoining Property to lay or construct therein thereunder or thereover any Conducting Media for the benefit of the Retained Land or any part or parts thereof or whether or not by way of connection to any Conducting Media being in under or over the Brown Land for the time being TOGETHER WITH the right thereafter to the provision of the appropriate Service to or from the Retained Land or the relevant part thereof as the case may be through or along the

Conducting Media so constructed or so connected to and then existing and FURTHER TOGETHER WITH the right of entry as aforesaid for the purpose of repair maintenance renewal or enlargement of any such Conducting Media in respect of which such rights shall have been exercised as aforesaid SUBJECT TO the Vendor or such other person exercising such right doing so in manner so as to cause as little damage or inconvenience as possible to the Brown Land and making good at its own expense all damage so caused and FURTHER SUBJECT TO the Vendor having previously offered to consult with the Purchaser in respect of the route of any Conducting Media to be constructed or laid pursuant to this grant and having heeded the reasonable requirements of the Purchaser as to the route or position thereof

4. The rights for the benefit of the Retained Land in respect of any part of the Yellow Hatched Land and the Connection forming part of the Adjoining Property in the terms contained in paragraphs 2 3 and 4 of the Fourth Schedule hereto mutatis mutandis

FOURTH SCHEDULE

Exceptions and Reservations

1. The rights for the benefit of the Retained Land in respect of that part of the Brown Land forming part of the Property in the terms contained in the Third Schedule mutatis mutandis
2. A right of way at all times and with or without vehicles and equipment for all purposes of gaining access to and egress from the Retained Land and each and every part thereof from and to the Brown Land over and along the Yellow Hatched Land and when constructed over and along the Connection in substitution for the Yellow Hatched Land
3. The right at any time within the Perpetuity Period and both with or without workmen and equipment (but upon giving reasonable prior notice in writing of intention so to do except in the case of emergency) to enter upon any unbuilt part of the Property or any part thereof (so far as reasonably necessary) to construct re-construct repair improve or make up the Connection up to and including the standard required for the time being for adoption thereof by the competent highway authority as a highway maintainable at the public expense and including the right to make up construct and provide any sidewalks thereto vision splays or lighting facilities therefor thereon or on any adjoining parts of the Property and to lay or construct and use mains culverts soakaways or other apparatus or facilities on the Property necessary to provide drainage of

surface water from the Connection to a standard requisite to permit the adoption of the connection or the relevant part thereof as a highway maintainable at public expense or otherwise the Vendor or other person exercising such right doing so in manner so as to cause as little damage as possible to the Property and making good at its own expense all damage so caused

4. The right for the Vendor for the benefit of the Retained Land at any time within the Perpetuity Period and with or without workmen and equipment (upon giving reasonable prior notice to the Purchaser of intention so to do) to enter upon the Property to lay or construct in under or over the Connection Conducting Media for the benefit of the Retained Land or any part or parts thereof and whether or not by way of connection to any Conducting Media being in under or over the Brown Land for the time being TOGETHER WITH the right thereafter to the provision of the appropriate Service to or from the Retained Land or the relevant part thereof as the case may be through or along the Conducting Media so constructed or so connected and then existing and FURTHER TOGETHER WITH the right of entry as aforesaid for the purpose of repair maintenance renewal or enlargement of any such Conducting Media in respect of which such rights would have been exercised as aforesaid SUBJECT TO the Vendor or such other person exercising such right doing so in manner so as to cause as little damage or inconvenience as possible to the Property and making good at its own expense all damage so caused

5. All rights easements quasi rights and quasi easements enjoyed for the benefit of the Retained Land in under over or against the Property in all respects as if the Retained Land on the one hand and the Property on the other hand always been in separate ownership for time immemorial and the same had been acquired by prescription

FIFTH SCHEDULE

Covenants by Purchaser

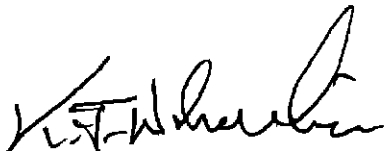
1. Not to block or impede passage across the Brown Land and the Yellow Hatched Land provided always that any temporary blockage or impeding of passage that occurs during such time that the Purchaser is carrying out development works or the construction on the Yellow Hatched Land of a riverside walk sidewalks vision splays lighting facilities Conducting Media Services and landscaping shall not be deemed to be a breach of this covenant if the Purchaser shall take all reasonable steps to reduce such blockage or impediment to a minimum

2. By 5 years from the date of this Transfer at its own expense to construct the Roadway to the satisfaction of the local highway authority and to use its reasonable endeavours to procure its adoption
3. If at any time the Vendor shall require the Connection to be adopted as a highway maintainable at the public expense or otherwise dedicated as part of the public highway and/or any sewer or drain laid thereunder adopted as a sewer maintainable at the public expense to do all such things and execute all such deeds or documents as may be reasonably required to achieve such adoption or dedication (including without prejudice to the generality of the foregoing such deeds as are in the opinion of the appropriate authority reasonably and properly necessary to secure to it full drainage rights in respect of such parts of the surface water drainage system of the Connection) but upon being indemnified in respect of the reasonable and proper costs of so doing and any costs arising out of such adoption or dedication by the Vendor
4. Not at any time within the Perpetuity Period and until the Brown Land has been adopted as a publicly maintained highway to transfer or otherwise dispose of the freehold interest in the Brown Land or any part thereof without first obtaining upon such transfer or disposal covenants with the Vendor from the transferee or disposee of such interest (being a joint and several covenant if there be more than one such) in the terms of the covenants contained in paragraphs 2 4 and 5 of this Schedule (suitably adjusted as occasion may require) and an application to continue the restriction in substantially the same form as provided in clause 7.1 hereof and to furnish the Vendor with a duly executed duplicate of any such deed containing such covenants
5. Fully and effectually to indemnify and keep indemnified the Vendor from and in respect of the road charges arising or becoming payable in respect of the Roadway
6. Not at any time within the Perpetuity Period and until the Connection has been adopted or dedicated as a publicly maintained highway to transfer or otherwise dispose of the freehold interest in the Yellow Hatched Land or any part thereof without first obtaining upon such transfer or disposal covenants direct with the Vendor from the transferee or disposee of such interest (being a joint and several covenant if there be more than one such) in the terms of the covenants contained in paragraphs 3 and 6 of this Schedule (suitably adjusted as occasion may require) and an application to continue the restriction in substantially the same form as provided

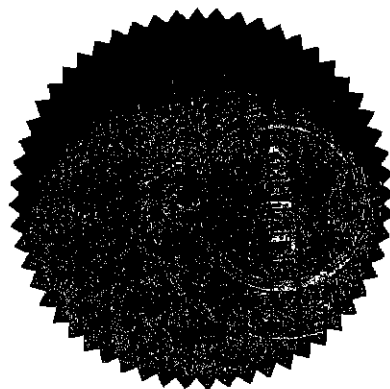
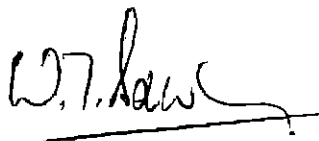
in clause 7.2 hereof and to furnish the Vendor with a duly executed duplicate of any such deed containing such covenants

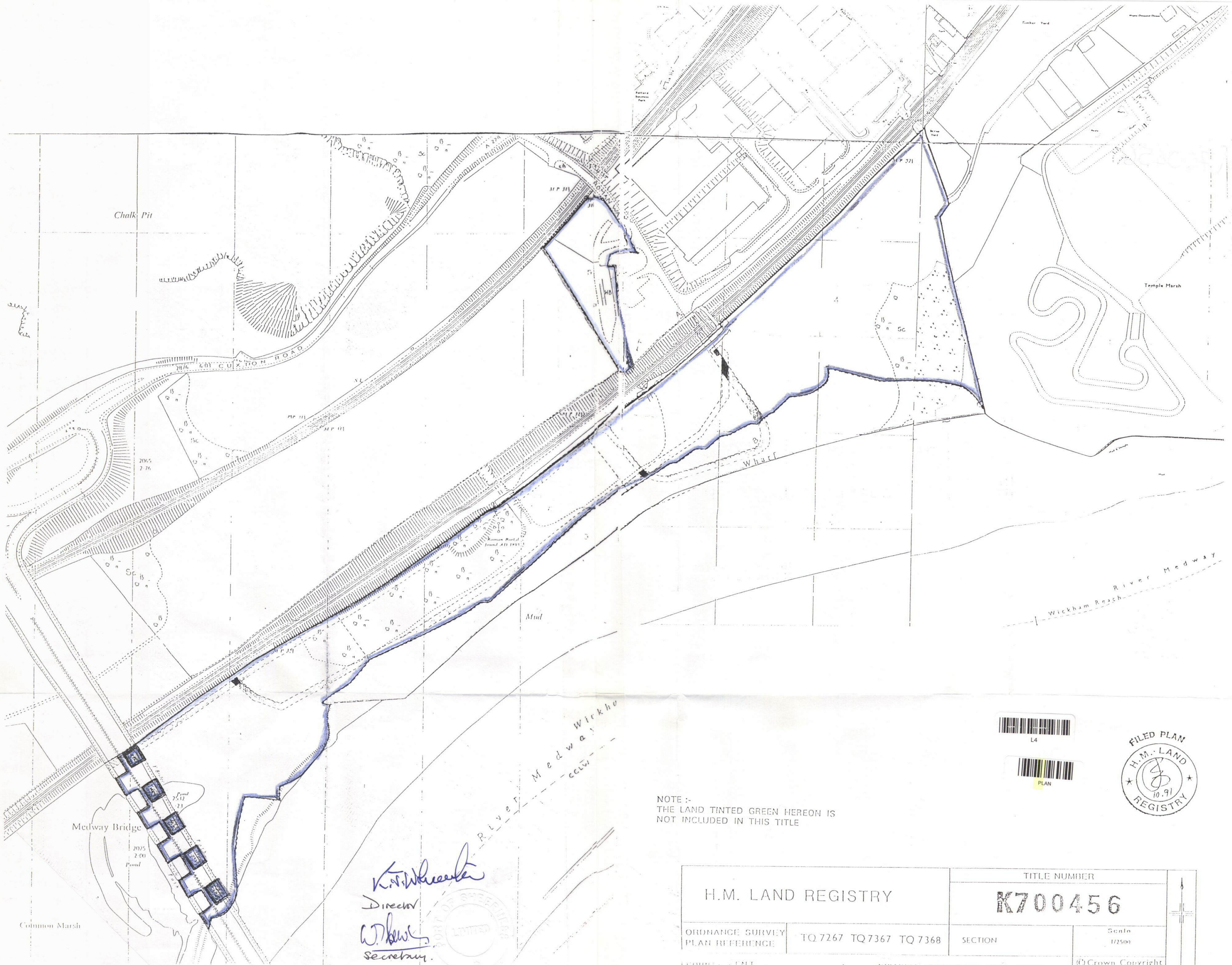
THE COMMON SEAL of PORT OF SHEERNESS LIMITED was hereunto affixed in the presence of:-

Director



Secretary





NOTE:-
THE LAND TINTED GREEN HEREON IS
NOT INCLUDED IN THIS TITLE

H.M. LAND REGISTRY		TITLE NUMBER K700456	
ORDNANCE SURVEY PLAN REFERENCE	TQ 7267 TQ 7367 TQ 7368	SECTION	Scale 1/2500
COUNT - 101		DISTRICT ROCHESTER UPON MEDWAY	
		(C) Crown Copyright	

H.M. LAND REGISTRY		TITLE NUMBER	
		K586255	
ORDNANCE SURVEY PLAN REFERENCE	TQ 7268 - TO 7368 TQ 7267 - TQ 7367		Scale 1/2500
	COUNTY KENT	DISTRICT ROCHESTER UPON MEDWAY	©Crown Copyright

