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GUY Dalkin

T H I S D E E D is made the Twenty fifth day of February One thousand nine hundred and eighty eight BETWEEN BLUE CIRCLE INDUSTRIES PLC whose registered office is at Portland House Aldermaston Berkshire RG7 4HP (hereinafter called "the Grantor" which expression where the context so admits shall include its successors and assigns) of the one part and BRITISH GAS PLC whose registered office is at 152 Grosvenor Road London SW1V 3JL (hereinafter called "British Gas" which expression where the context so admits shall include its successors and assigns) of the other part

WHEREAS:

- (1) Under or by virtue of the Deeds shortly specified in the First Schedule hereto the Grantor is seised in unencumbered fee simple in possession of (inter alia) the land at Strood Cuxton Kent part of its former Martin Earles Cement Works shown coloured pink on the plan annexed hereto which land is hereinafter referred to as "the Grantor's Land"
- (2) British Gas is a public gas supplier within the meaning of Section 7 of the Gas Act 1986 and is the owner of a gas transmission and distribution network which together with terminals storage facilities and other apparatus comprise British Gas' undertaking and desires to lay and thereafter maintain a pipeline and ancillary apparatus in the Grantor's Land
- (3) Under the provisions of the Gas Act 1986 British Gas may be directed to transmit gas on behalf of others
- (4) By virtue of the Deed shortly specified in the Second Schedule



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hereto the Grantor is seised of an easement in fee simple to construct and use a bridge (hereinafter referred to as "the New Bridge") over the main line railway at Strood aforesaid in the approximate position shown on the said plan but whilst it is the Grantor's intention to hereafter construct and commission the New Bridge it has not at the date hereof done so

- (5) It is also the Grantor's intention that the design and structure of the New Bridge shall incorporate ducts to carry conducting media (including mains and pipes for the transmission of gas or other materials) across and over the said main line railway
- (6) British Gas require to extend the supply of gas from the terminal point of its existing mains within other land vested in the Grantor to the land to the north west of the said main line railway temporarily by way of (inter alia) mains and pipes and ancillary apparatus (including a gas governor installation) all within the Grantor's Land BUT TO THE INTENT that upon the construction and commissioning of the New Bridge all such works shall be permanently relocated in under or upon other land vested in the Grantor and so that such mains and pipes shall permanently be carried over and across the said main line railway by way of a duct or ducts in the New Bridge

N O W THIS DEED WITNESSETH as follows:

1. IN consideration of the premises the Grantor HEREBY GRANTS unto British Gas licence and authority forthwith to:

- (1) Lay construct install operate and use mains and pipes for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons) and all necessary

apparatus ancillary thereto (including a gas governor installation) in upon and under the Grantor's Land

- (2) Inspect maintain protect repair alter and renew any of the apparatus described in sub-clause (1) above and
- (3) To obtain access to the same over other land vested in the Grantor at all reasonable times (and in emergency at any time) for any of such purposes whether or not with workmen vehicles machinery and apparatus TOGETHER WITH the right of support for the same from the subjacent and adjacent land and soil

TO HAVE AND ENJOY such licence and authority henceforth irrevocably unless and until the Grantor's covenants at Clause 4 hereof shall have been performed and fulfilled ALL of which mains pipes ancillary apparatus and the governor are hereinafter collectively referred to as "the Temporary Works" and the licence and authority hereby granted in respect thereof is hereinafter referred to as "the said rights"

2. BRITISH GAS HEREBY COVENANTS with the Grantor as follows:

- (i) In exercising the said rights British Gas shall take all reasonable precautions to avoid obstruction to or interference with the user of the Grantor's Land and damage and injury thereto
- (ii) British Gas shall so far as is reasonably practicable make good all damage or injury to the Grantor's Land caused by the exercise by British Gas of the said rights and shall make full compensation to the Grantor in respect of any such damage or injury insofar as the same shall not have been made good as aforesaid
- (iii) British Gas shall so far as is reasonably practicable and so long as the Temporary Works are used for or in connection

with the transmission or storage of gas or other materials as aforesaid keep such works in proper repair and condition and upon the abandonment of the Temporary Works or any part thereof (notification whereof shall be given to the Grantor by British Gas) shall render the same permanently safe

- (iv) British Gas shall indemnify the Grantor against all actions claims or demands arising by reason of the exercise of the said rights or of any failure to keep the Temporary Works in proper repair and condition as aforesaid except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor its servants or agents
- (v) British Gas shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the Temporary Works as aforesaid or used in connection therewith or any escape of any gas or other material whatsoever from the Temporary Works or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor its servants or agents
- (vi) British Gas shall pay all rates and taxes which may be imposed in respect of the Temporary Works or the said rights
- (vii) If any interference with or disturbance of the functioning of any drain or drainage system in on or under its land can be shown by the Grantor to have been caused by the laying or construction of the Temporary Works or any of them then British Gas shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full

compensation to the Grantor in respect thereof insofar as the same shall not have been made good as aforesaid

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses (iv) and (v) of this Clause without the prior consent of British Gas

3. THE GRANTOR HEREBY COVENANTS with British Gas as follows:

- (i) The Grantor shall not do or cause or permit to be done on the Grantor's Land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the Temporary Works and will take all reasonable precautions to prevent such damage or injury
- (ii) The Grantor shall not without the prior consent in writing of British Gas make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the Grantor's Land lying within THREE METRES of any part of the Temporary Works so as to interfere with or obstruct the access thereto by British Gas or so as to lessen or in any way interfere with the support afforded to the Temporary Works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the Temporary Works
- (iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over that part of the said land described in sub-clause (ii) of this Clause without the previous written consent of British Gas which consent shall not be unreasonably withheld or delayed

PROVIDED that nothing in this Clause shall prevent the Grantor from

installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld or delayed) of British Gas or its agents or from other works not causing such interference obstruction or material reduction of the depth of soil as aforesaid

4. THE Grantor hereby further covenants with British Gas:

- (1) To design and construct the New Bridge so as to incorporate ducts to carry conducting media as aforesaid across and over the said main line railway But so that the Grantor shall not by reason of this covenant be under any duty or obligation to British Gas to so construct and commission the same within any specific period of time (subject to clause 9 hereof)
- (2) Forthwith upon the construction and commissioning of the New Bridge at its own cost and expense:
 - (a) To grant or procure the grant to British Gas for a token consideration of one pound of an easement in fee simple in respect of mains or pipes in such position and direction as the construction of the New Bridge shall reasonably require or dictate and as may be mutually agreed between the parties hereto or failing agreement as shall be determined by arbitration as hereinafter provided all such works being hereinafter referred to as "the Permanent Works"
 - (b) To grant or procure the grant to British Gas of all easements rights and liberties as may be necessary or expedient to enable British Gas to install the Permanent Works within the said ducts and to so maintain them in perpetuity
 - (c) To deduce to British Gas a good marketable title to the servient tenement

5. IT is HEREBY DECLARED by and between the Grantor and British Gas as follows:

- (1) The said grant of easement in respect of the Permanent Works shall incorporate the Grantor's licence and authority to install a gas governor installation in such position as shall be agreed or determined as aforesaid of such size and capacity as British Gas shall reasonably require and the Deed creating such easement shall be in the terms (mutatis mutandis) of this Deed so far as it is relative to the Temporary Works but with such further provisions as British Gas shall usually and reasonably require to be incorporated in any Deed granting to it a fee simple easement in respect of works of the nature of the Permanent Works
- (2) All costs and expenses incurred by or on behalf of British Gas in abandoning the Temporary Works and constructing and commissioning the Permanent Works (but not the costs and expenses thereafter incurred by British Gas in operating using maintaining repairing and renewing the Permanent Works) shall be for the account of the Grantor and be payable by the Grantor to British Gas on demand
- (3) Forthwith upon the completion and perfection of the said Deed of Grant of Easement in respect of the Permanent Works the licence and authority hereby granted in respect of the Temporary Works shall determine and be at an end but without prejudice to the rights or remedies of either the Grantor or British Gas in respect of any antecedent breach by either of them of their respective covenants or obligations hereunder in respect of the Temporary Works

7. EXCEPT as provided in Clause 8 hereof any dispute or difference arising as between the Grantor and British Gas as to their respective

rights and duties and obligations or as to any matter or thing in any way arising out of or in connection with the subject matter of this Deed shall be referred in accordance with the provisions of the Arbitration Acts 1950 and 1979 to the determination of a single arbitrator to be appointed in default of agreement on the application of either party by the President of the Royal Institution of Chartered Surveyors

8. INSOFAR as the provisions of this Deed require the form and contents of any document to be entered into between the parties hereto to be settled and the settling or conditions of such form shall not be agreed then as between the parties hereto the same shall be settled by a senior conveyancing counsel willing to act and in default of agreement as to his appointment to be appointed on the application of the Grantor by the President for the time being of the Law Society

9. THE perpetuity period applicable to clauses 4 to 8 hereof shall be eighty years

10. ALL communications relative to this Deed shall be addressed to the Grantor at the address given above and to British Gas at its regional office at Segas House Katharine Street Croydon CR9 1JU unless some other address for service shall have been previously indicated to the Grantor

11. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds

IN WITNESS whereof the Grantor and British Gas have caused their respective Common Seals to be hereunto affixed the day and year first before written

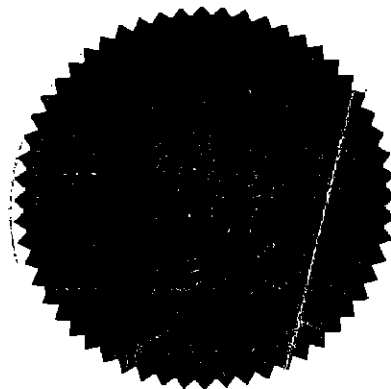
THE FIRST SCHEDULE before referred to

<u>Date</u>	<u>Document</u>	<u>Parties</u>
th April 1925	Conveyance	The Rt Hon Ivo Franais Walter Earl of Darnley (1) The British Portland Cement Manufacturers Ltd (2)
th April 1967	Conveyance & Assignment	The British Portland Cement Manufacturers Ltd (1) The Grantor (under its former name of The Associated Portland Cement Manufacturers Ltd) (2)

THE SECOND SCHEDULE before referred to

<u>Date</u>	<u>Document</u>	<u>Parties</u>
th November 1985	Deed of Grant of Easement	British Railways Board (1) Blue Circle Developments Ltd (2) The Grantor (3)

THE COMMON SEAL of BLUE)
CIRCLE INDUSTRIES PLC)
is hereunto affixed in)
the presence of:)



Frankson Director

[Signature] Secretary

THE COMMON SEAL of)
BRITISH GAS PLC)
is hereunto affixed in)
the presence of:)

Seal Register
SE 0330
Number

f plan

D. O. [Signature]
ASSISTANT SECRETARY

XA 25

24/2/89

41/K/991

FOR: MESSRS: BLUE CIRCLE INDUSTRIES P.L.C. LAND PURCHASE FOR: Governor Installation & EASEMENT		FOR: Mains At: Cuxton Road, Strood.	
ENGINEERING DEPARTMENT (DISTRIBUTION)		South Eastern British Gas	
KENT AREA		LAND PURCHASE AREA SHOWN:—	
Length		Pressure	
Proposed		Existing	
Revision		REGISTER NO.	
DIST. ENG. Rochester.		DRAWN BY MC	
SCALE 1:1250		DATE 16.2.87	
W.O. REF. K1320/1740/2		O.S. REF. TQ 7267	
PROJECT NO. R-1027		DRG. NO. E/R/1027 A	
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