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DISTRICT LAND REGISTRY

DATED 25th July 1995

BLUE CIRCLE DEVELOPMENTS LIMITED

and

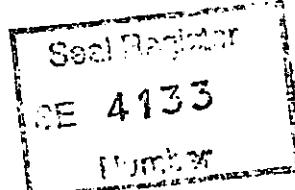
BRITISH GAS PLC

DEED OF RELEASE AND GRANT
over land lying to the south of
Cuxton Road Strood

AMANDA LYNCH
LEGAL SERVICES MANAGER
BRITISH GAS PLC
SOUTH EASTERN
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HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1988

COUNTY AND DISTRICT: ROCHESTER UPON MEDWAY
(OR LONDON BOROUGH): KENT
TITLE NO : K 700456
PROPERTY : Land lying to the south of Cuxton Road Strood

THIS DEED OF RELEASE AND GRANT is made the

Twenty Fifth day of *July* 1995

1 PARTICULARS

- 1.1 "the Grantor" BLUE CIRCLE DEVELOPMENTS LIMITED of 84 Eccleston Square London SW1V 1PX which expression where the context so admits shall include its successors in title and assigns
- 1.2 "British Gas" BRITISH GAS PLC whose registered office is at 152 Grosvenor Road London SW1V 3JL which expression where the context so admits shall include its successors and assigns

2 RECITALS

WHEREAS

- 2.1 The Grantor is the Registered Proprietor with Absolute Title to the land referred to in the First Schedule hereto (hereinafter called "the said land") subject as is hereinafter mentioned but otherwise free from encumbrances and
- 2.2 By virtue of a Deed of Grant (hereinafter called "the said Deed") dated the Twentieth day of October One thousand nine hundred and seventy-eight made between the Grantor of the one part and British Gas Corporation of the other part a gas main and ancillary apparatus was laid through land

including the said land in the approximate position located on the plan annexed thereto and

- 2.3 Under the provisions of the Gas Act 1986 all the property rights liabilities and obligations vested in the British Gas Corporation are now vested in British Gas plc without further assurance and
- 2.4 British Gas has agreed to release the Grantor and the said land from the covenants contained in the said Deed in relation to the land coloured blue (hereinafter called "the Blue Land") and has agreed to enter into the covenants contained in Clause 4 hereof and
- 2.5 It has been agreed between the parties hereto that the easements granted by the said Deed shall be extinguished in so far as they affect the Blue Land and the easements hereafter mentioned shall be granted in lieu thereof and
- 2.6 The Grantor has agreed to enter into the covenants contained in Clause 5 hereof

NOW THIS DEED WITNESSETH as follows:

3 RELEASE AND GRANT OF EASEMENTS

- 3.1 IN pursuance of the said agreements and in consideration of the Grantor's covenants and the easements hereinafter contained British Gas HEREBY RELEASES the Grantor and the said land and every part thereof from the covenants contained in the said Deed so far as the same relate to the Blue Land and are subsisting and capable of being enforced and the easements granted by the said Deed to the intent that the same may be extinguished

3.2 IN further pursuance of the said agreements and in consideration of the release and discharge by British Gas of the covenants and the easements contained in the said Deed and of British Gas' covenants hereinafter contained the Grantor as beneficial owner (and to the intent that the easements hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof) HEREBY GRANTS unto British Gas the easements to lay construct inspect maintain protect use replace remove or render unusable a pipeline 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 (all hereinafter together called "the said works") in upon and over a strip of land SIX METRES in width coloured pink for identification purposes only on the plan annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of British Gas contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple

4

COVENANTS BY BRITISH GAS

British Gas (to the intent and so as to bind the easements hereby granted into whosesoever hands the same may come and to benefit and protect the said land and every part thereof) HEREBY COVENANTS with the Grantor as follows:-

4.1 In exercising the easements hereby granted to take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto

- 4.2 So far as is reasonably practicable to make good all damage or injury to the said land caused by the exercise by British Gas of the easements hereby granted and to make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
- 4.3 So far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid to keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall be given to the Grantor by British Gas) to render the same permanently safe
- 4.4 To keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the said 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)
- 4.5 To 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 pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline 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
- 4.6 To pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted

4.7 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 of any pipeline in the exercise of the easements hereby granted then so far as is reasonably practicable to make good any damage or injury thereby caused and to make full compensation to the Grantor in respect thereof in so far 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 4.4 and 4.5 hereof without the prior consent of British Gas

5 COVENANTS BY THE GRANTOR

THE Grantor (to the intent and so as to bind the said land and any land of the Grantor adjoining thereto and every part thereof (where hereinafter provided) into whosesoever hands the same may come and to benefit and protect the easements hereby granted) HEREBY COVENANTS with British Gas as follows:-

5.1 Not to do or cause or permit to be done on the said land or any land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury

5.2 Not without the prior consent in writing of British Gas to make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by British Gas or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works

- 5.3 Not to erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land

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) of British Gas or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid

6 DIVERSION

- 6.1 British Gas hereby covenants with the Grantor that it will upon receipt of not less than six months' notice in writing under the hand of the Grantor with all dispatch and at the Grantor's expense divert the said pipeline but without interruption in the supply of gas to such extent and to such other part of the said land as shall be agreed between the parties hereto and upon the completion of such diversion in accordance with such notice the rights hereby granted and covenants herein contained (but other than this Clause 6) shall apply mutatis mutandis and have effect as if the said Deed had originally entered into in respect of the said pipeline or part thereof as applicable in its new or diverted position

7 ARBITRATION

- 7.1 ANY dispute arising under Clauses 4, 5 and 6 hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and

save as aforesaid the provisions of the Arbitration Acts 1950 and 1979 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination

8 SERVICE OF NOTICES

8.1 ALL communications relative to this Deed shall be addressed to the Grantor at the address given above and to British Gas to its Director of Engineering at its Regional Headquarters at Segas House Katharine Street Croydon CR9 1JU unless some other address for service shall have been previously indicated in writing to the Grantor

9 COVENANTS JOINT AND SEVERAL

9.1 Where the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons

10 AGREEMENT FOR DEPOSIT OF LAND CERTIFICATE

10.1 The Grantor hereby agrees that it shall procure that the Land Certificate to its Title shall be lodged at H.M. Land Registry within fourteen days of the date hereof and application is made by this Deed to the Chief Land Registrar to cancel on the Charges Register of Title Number K 700456 all reference to the easements hereby released and extinguished and to enter notice of the easements and other rights granted by this Deed in the said Charges Register of Title Number K 700456

11 CERTIFICATE OF EXEMPTION

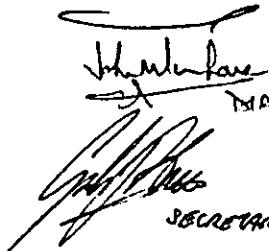
11.1 IT IS HEREBY CERTIFIED that this instrument is of a kind which falls within category J of the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

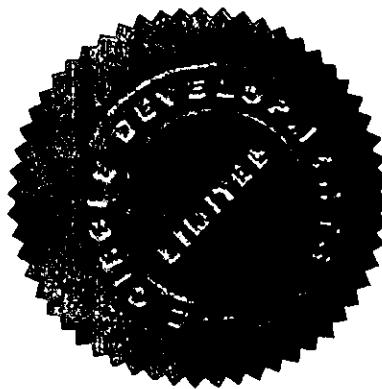
I N W I T N E S S whereof the Grantor and British Gas have caused their Common Seals to be hereunto affixed the day and year first before written

T H E S C H E D U L E

ALL THAT Freehold land situate at and known as land lying to the south of Cuxton Road Strood as the same is Registered at HM Land Registry with Absolute Title under Title Number K 700456

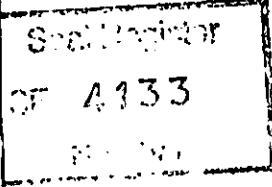
The COMMON SEAL of
BLUE CIRCLE DEVELOPMENTS LIMITED
was hereunto affixed in the
presence of:- }
John Inman
DIRECTOR

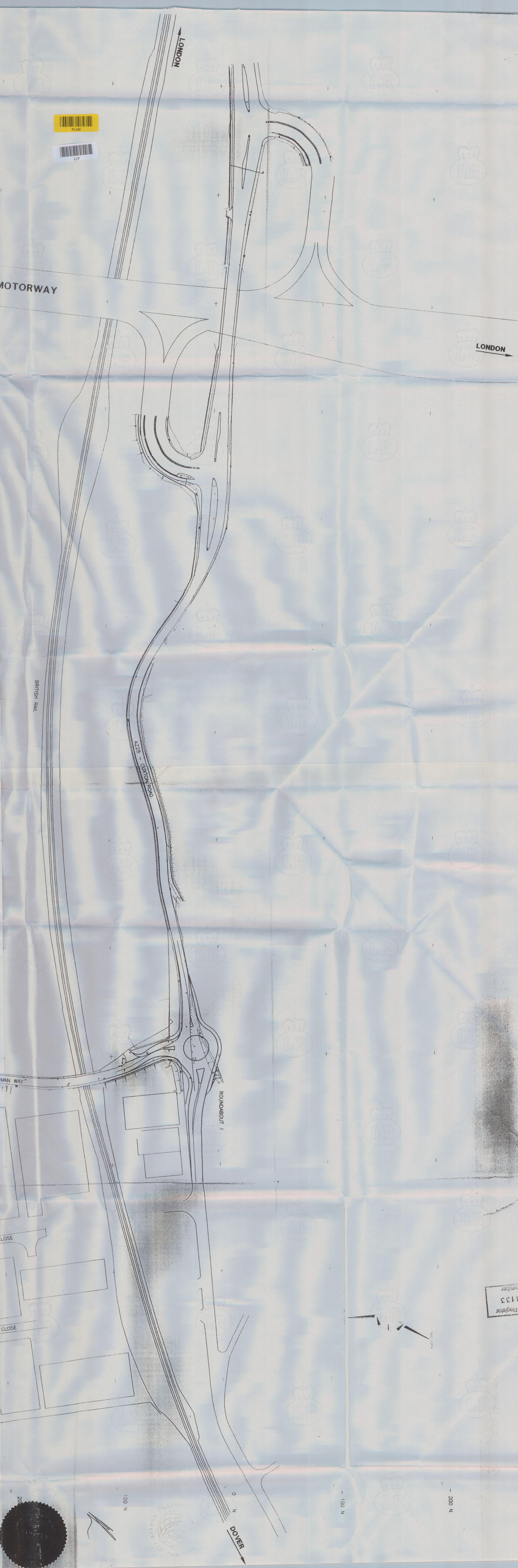
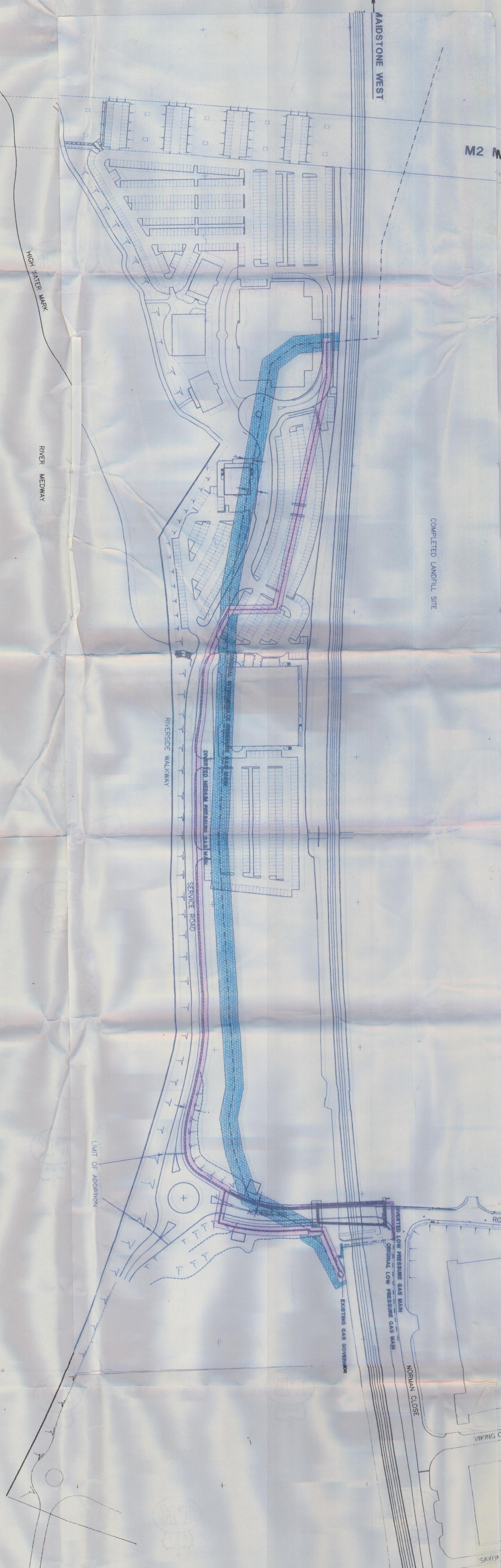

John Inman
SECRETARY



The COMMON SEAL of BRITISH GAS PLC
was hereunto affixed in the
presence of:- }


Mark Edwards
Assistant Secretary





| Client BLUE CIRCLE PROPERTIES | | PETER BRETT ASSOCIATES CONSULTING ENGINEERS | |
|---|---------------------------|---|--------------------|
| COO | | | |
| 10 OBERGALL SQ KINGS MILL WEST MAIDSTONE KENT ME6 5DU TEL 0722 871111 FAX 0722 874299 | C/DNG MEDWAY/T/353203 DNG | | |
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