

**These are the notes referred to on the following official copy**

Title Number K554545

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20 NOT DATE 17

THIS AGREEMENT is made the *first* day of *February* one thousand nine hundred and eighty-  
*two* ~~one~~ BETWEEN MICHAEL DONALD HOLMES and IMOGEN  
MARGARET HOLMES (his wife) both of Colquhouns cottage  
Penshurst in the County of Kent (hereinafter called "the  
Grantors") of the first part ALLIANCE BUILDING SOCIETY of  
Alliance House Hove Park Hove in the County of East Sussex  
(hereinafter called "the Mortgagee") of the second part and  
SOUTHERN WATER AUTHORITY (hereinafter called "the Authority")  
of the third part

WHEREAS

(1) In this Agreement the expressions "the Grantors" and "the Authority" have the respective meanings hereinbefore assigned to them and the following expressions have the following meanings:

- (a) "the blue land" means the land coloured blue on drawing Number MFR 1037A annexed hereto
- (b) "the Act of 1976" means the River Medway (Flood Relief) Act 1976
- (c) "Section 25" means Section 25 of the Act of 1976
- (d) "the sluice gates" has the meaning assigned to it by the Act of 1976

(2) The Grantors are seised of certain land situate at Penshurst aforesaid (which includes the blue land) for an estate in fee simple absolute in possession subject to a Legal Charge dated the tenth day of May one thousand nine hundred and seventy-nine made between the Owners of the one part and the Mortgagee of the other part

(3) The Grantors have agreed with the Authority to grant to the Authority the easements and rights hereinafter specified



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and the Mortgagee has agreed to join in that Deed in manner herein after appearing

NOW THIS DEED WITNESSETH and it is hereby agreed and declared as follows :-

1. This Agreement is made pursuant to the powers conferred by Section 25 and otherwise and in consideration of the sum of one hundred pounds (£100.00) now paid by the Authority to the Grantors (the receipt whereof the Grantors hereby acknowledge)

2. (1) The Grantors HEREBY JOINTLY AND SEVERALLY COVENANT with the Authority to the intent that the burden of this covenant may run with and bind the blue land and every part thereof and be enforceable by the Authority in the manner provided by Section 25 so far as applicable that except with the Authority's written consent (which shall not be unreasonably withheld) -

there shall be nothing whatever except any -

(i) agricultural livestock;

(ii) agricultural deadstock not capable of being carried away in a flood;

(iii) growing crops;

(iv) hay and straw (loose or baled) temporarily on the field during the process of harvesting and for such time thereafter as weather and available labour reasonably require;

(v) existing buildings structures trees hop gardens (including poles and wirework) plants shrubs hedges and fences or replacements of any such things; or

(vi) things brought on to the land by flood action and not belonging to the grantor;

on any part of the blue land that -

- A. materially interferes with the flow of flood waters to the sluice gates or materially reduces the capacity of the blue land as flood storage area; or
- B. is capable of blocking or reducing the outflow of flood waters through the Authority's sluice gates;

PROVIDED ALWAYS THAT nothing in A above shall prevent the Owner raising the level of the blue land along its south-eastern boundary by up to two feet for gardening purposes only or from building a retaining wall or suitable embankment along the boundary of the flood waters; the height of any such raised level shall taper to the existing level of the ground immediately adjoining the north-western boundary of the blue land

- (2) Any difference which may arise between the Authority and the Grantors under this clause shall be determined by an arbitrator to be agreed between the parties or failing agreement to be appointed on the application of either party (after notice to the other) by the President of the Institution of Civil Engineers

3. The Grantors as Beneficial Owner and to the intent that the rights hereby granted shall be binding and enforceable in the manner provided by Section 25 hereby grants and the Mortgagee hereby confirms unto the Authority the following rights :

- (1) the right to flood the blue land to any depth and

for any period of time in exercise of powers conferred by Section 17 of the Act of 1976

(2) the right for the Authority by its servants agents or other authorised persons on giving reasonable notice or in case of emergency without notice to enter on any part of the blue land and

(a) to inspect the same to ascertain whether there has been any infringement of any of the stipulations referred to in clause 2 of this Agreement; and

(b) to remove or abate any such infringement;

causing no unnecessary damage

4. The Grantors hereby acknowledge that the payment of the sum specified in clause 1 above fully and finally discharges the Authority from all claims by the Grantors or persons deriving title by through or under the Grantors which might otherwise be made under Section 17(4) of the Act of 1976 save in respect of any claim upon the Authority in respect of damage suffered by the Grantors as mentioned in clause 3(2) above or as a result of a person causing or permitting to enter the River Medway any poisonous noxious or polluting matter and caused by the operation of the sluice gates by the Authority

5. The Mortgagee hereby acknowledges the right of the Authority to the production of a Conveyance dated the tenth day of October one thousand nine hundred and seventy-eight made between the said Imogen Margaret Holmes of the one part and the Grantors of the other part and of the said Legal Charge (the possession of which is retained by the Mortgagee and to delivery of copies thereof

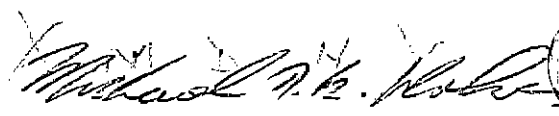
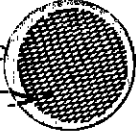
6. The Grantors as to the before mentioned document of title hereby covenants with the Authority that as and when the said document shall come into the possession of the Grantors or

their successors in title they will when requested and at the cost of the Authority execute a statutory acknowledgment for production and undertaking for the safe custody of such document and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said document will keep it safe whole uncanceled and undefaced unless prevented from so doing by fire or other inevitable accident

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds twenty thousand pounds (£20,000)

I N W I T N E S S whereof the Grantors have hereunto set their hands and seals and the Mortgagee has caused its Common Seal to be hereunto affixed the day and year first before written

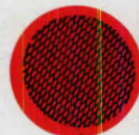
SIGNED, SEALED and DELIVERED )  
by the said MICHAEL DONALD )  
HOLMES in the presence of / )

WITNESSES E. Holmes  
ADDRESS Colquhoun  
Penshurst  
OCCUPATION House Keeper

SIGNED, SEALED and DELIVERED )  
by the said IMOGEN MARGARET )  
HOLMES in the presence of / )

X I. M. Holmes



WITNESS

G. Holmes

ADDRESS

Colquhoun

Penshurst

OCCUPATION

House Keeper

THE COMMON SEAL of ALLIANCE )  
BUILDING SOCIETY was hereunto )  
affixed in the presence of / )



X

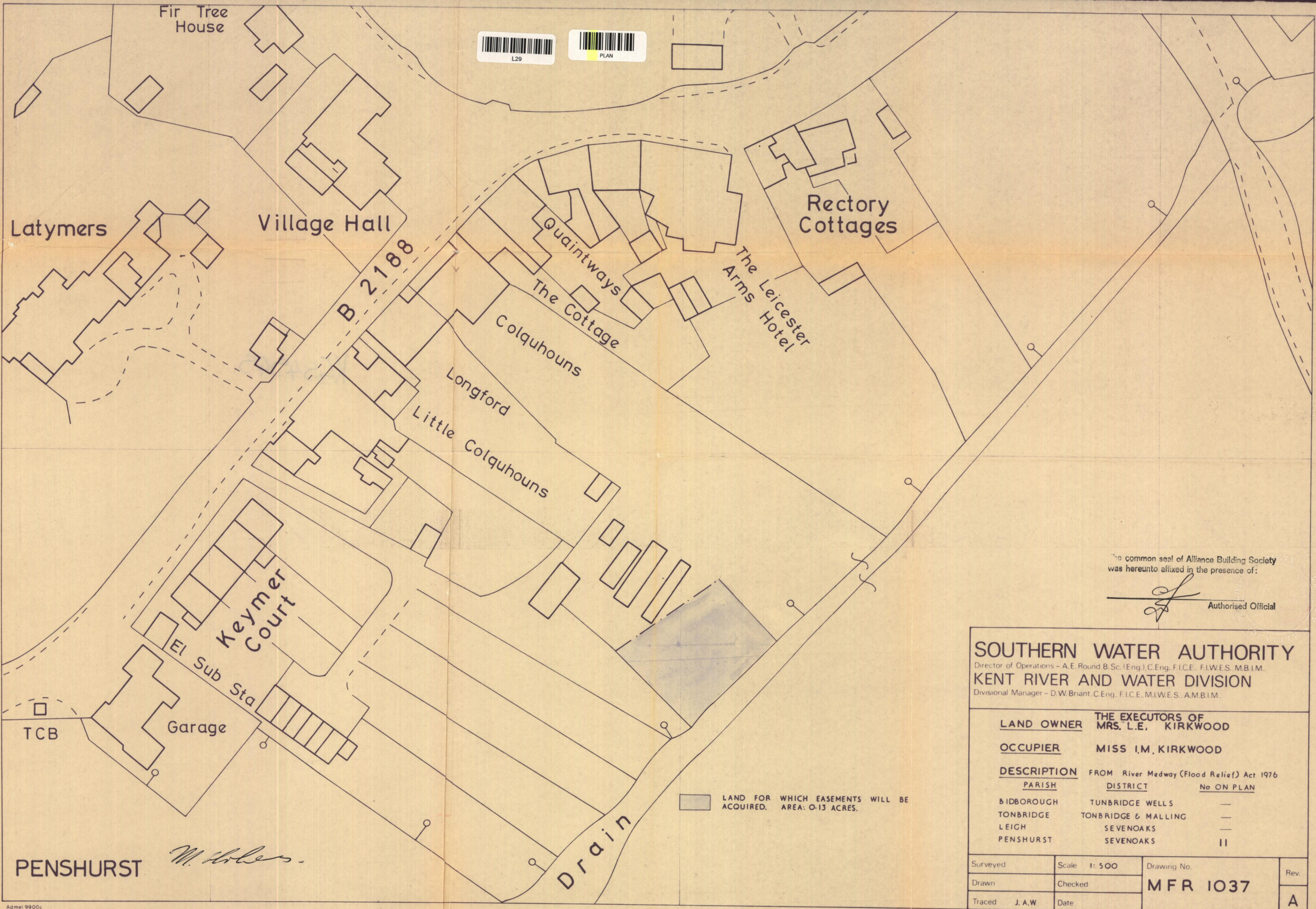
PLAN  
P. 1500



PLAN

By authority of the  
Board of Directors.





The common seal of Alliance Building Society  
was hereunto affixed in the presence of:

*[Signature]*  
Authorised Official

**SOUTHERN WATER AUTHORITY**  
Director of Operations - A.E. Round B.Sc. (Eng.), C.Eng., F.I.C.E., F.I.W.E.S., M.B.I.M.  
**KENT RIVER AND WATER DIVISION**  
Divisional Manager - D.W. Briant, C.Eng., F.I.C.E., M.I.W.E.S., A.M.B.I.M.

<b>LAND OWNER</b>		<b>THE EXECUTORS OF MRS. L.E. KIRKWOOD</b>	
<b>OCCUPIER</b>		<b>MISS I.M. KIRKWOOD</b>	
<b>DESCRIPTION</b>		FROM River Medway (Flood Relief) Act 1976	
<b>PARISH</b>	<b>DISTRICT</b>	<b>No ON PLAN</b>	
BIDBOROUGH	TUNBRIDGE WELLS	—	
TONBRIDGE	TONBRIDGE & MALLING	—	
LEIGH	SEVENOAKS	—	
PENSHURST	SEVENOAKS	11	

Surveyed	Scale 1: 500	Drawing No.	<b>MFR 1037</b>	Rev. <b>A</b>
Drawn	Checked			
Traced J. A.W.	Date			