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Title Number K267788

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H. M. LAND REGISTRY
Land Registration Acts 1925 - 1971



COUNTY AND DISTRICT : KENT - SEVENOAKS

TITLE NUMBER : K 267788

PROPERTY : BRIDGE HOUSE ROGUES HILL PENSHURST

I, KEVIN STOREY, CERTIFY THAT THIS
IS A TRUE COPY OF THE ORIGINAL DEED
DATED 22/1/1985 K. Storey 20/10/2017

THIS DEED is made the Twenty - Second day of
January one thousand nine hundred and eighty-five
BETWEEN RALPH GEORGE JAMES BINNING and RITA MARRIAN
BINNING both of Bridge House Penshurst in the County of
(hereinafter called "the Grantors") of the one part and
WORTHING WATER AUTHORITY of Guildbourne House Chatsworth
Worthing in the County of West Sussex (hereinafter
called "the Authority") of the other part

WHEREAS

(1) In this Deed 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 1012.1 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 registered as proprietors with Absolute Title of the land comprised in Title Number K 267788 _____

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

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

1. This Deed is made pursuant to the powers conferred by Section 25 and otherwise and in consideration of the sum of nine thousand pounds (£9,000.00) 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) -

(a) 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;

(b) the level of the ground shall not be raised above or lowered below its existing level except as an incident of normal agricultural operations;

(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 owners and to the intent that the rights hereby granted shall be binding and enforceable in the manner provided by Section 25 hereby grant to 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 Grantors and the Authority hereby apply to the Chief Land Registrar to enter on the Register of the Title before mentioned a notice of such of the terms of this Deed as are capable of registration

6. 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 thirty thousand pounds . (£30,000.00) _____

I N W I T N E S S whereof the Grantors have hereunto set
their hands and seals the day and year first before written

SIGNED, SEALED and DELIVERED by)
the said RALPH GEORGE JAMES)
BINNING in the presence of :-)

R. G. James

Witness - *Mrs. Langley*

Address - *1 Rustwick*

- *Rusthall*

Description - *Tunbridge Wells, Kent*

SIGNED, SEALED and DELIVERED by)
the said RITA MARRIAN BINNING)
in the presence of :-)

R. M. Binning

Witness - *Mrs. Langley*

Address - *1 Rustwick*

- *Rusthall*

Description - *Tunbridge Wells, Kent*



DATED 22nd January 1985

MR. R. G. J. BINNING
and
MRS. A. M. BINNING

- to -

SOUTHERN WATER AUTHORITY

DUPLICATE

DEED OF GRANT

Under Section 25 of the
River Medway (Flood Relief)
Act 1976 relating to
freehold land at Bridge
House Rogues Hill Kent

E R
THE TUNBRIDGE WELLS
DISTRICT LAND REGISTRY
TITLE n K267788
NOTICE REGISTERED.



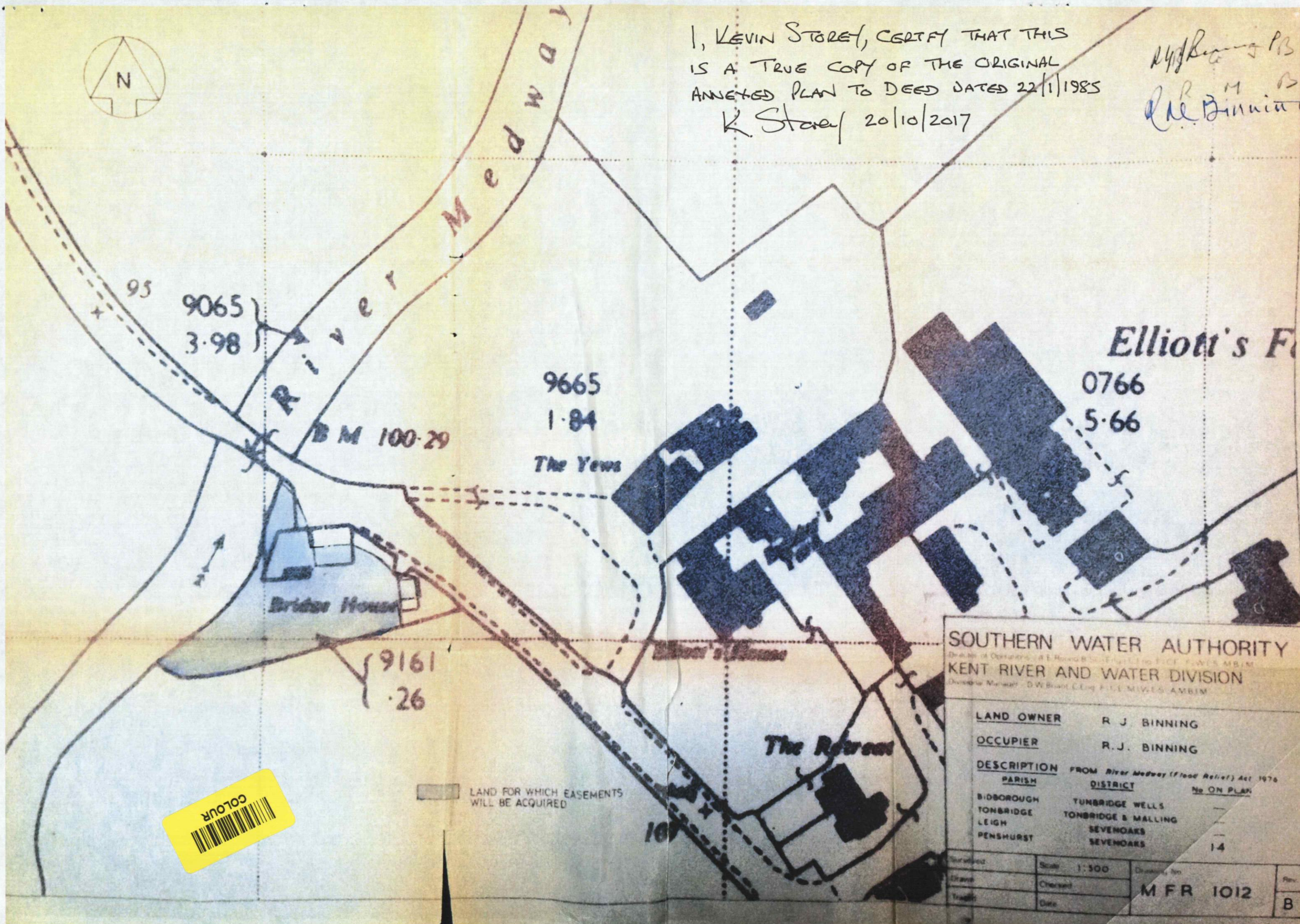
COLOUR

JBH1/40
LD216/LC



I, KEVIN STOREY, CERTIFY THAT THIS
IS A TRUE COPY OF THE ORIGINAL
ANNEXED PLAN TO DEED DATED 22/1/1985
K. Storey 20/10/2017

R. J. Binning
R. J. Binning



SOUTHERN WATER AUTHORITY
Division of Operations, 1st Floor, 1st Floor, 1st Floor, 1st Floor, 1st Floor
KENT RIVER AND WATER DIVISION
Divisional Manager: D.W. Bunting, 1st Floor, 1st Floor, 1st Floor, 1st Floor, 1st Floor

LAND OWNER R. J. BINNING
OCCUPIER R. J. BINNING

DESCRIPTION FROM River Medway (Flood Relief) Act 1976
PARISH DISTRICT No. ON PLAN
BIDBOROUGH TUNBRIDGE WELLS
TONBRIDGE TONBRIDGE & MALLING
LEIGH SEVENOAKS
PENSHURST SEVENOAKS 14

Scale 1:500
Drawing No. MFR 1012
Date

B