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Title Number K339946

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H. M. LAND REGISTRY

Land Registration Acts 1925 - 1971

County and District : KENT - PENSURST

Title No : K 339946

Property : THE YEWS AND YEWS COTTAGE ROUGES HILL

THIS AGREEMENT is made the *Nineteenth* day of *April* one thousand nine hundred and eighty-five BETWEEN THEO DAPHNE FLOWER of The Yews Penshurst in the County of Kent (hereinafter called "the Grantor") of the one part and SOUTHERN WATER AUTHORITY (hereinafter called "the Authority") of the other part

W H E R E A S

(1) In this Agreement the expressions "the Grantor" 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 1013/B 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 Grantor is registered as proprietor with Absolute Title of the land comprised in Title Number K339946



K339946



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Photo
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(3) The Grantor has 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 Agreement is made pursuant to the powers conferred by Section 25 and otherwise and in consideration of the sum of ten thousand pounds (£10,000.00) now paid by the Authority to the Grantor (the receipt whereof the Grantor hereby acknowledges) _____

2. (1) The Grantor HEREBY COVENANTS 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) horticultural deadstock not capable of being carried away in a flood;

(iii) growing crops;

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

(v) garden furniture and other like items reasonably placed on the blue land in connection with its use for domestic or horticultural purposes. Provided That the Grantor will use his best endeavours

to move to safety any such items to prevent the same being carried away in the event of a flood_____

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

(vii) building materials and/or spoil stored in the short term as shall reasonably be required in connection with additions or alterations to the Grantor's property_____

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 horticultural operations;

(2) Any difference which may arise between the Authority and the Grantor 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 Grantor 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 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 Grantor hereby acknowledges that the payment of the sum specified in clause 1 above fully and finally discharges the Authority from all claims by the Grantor or persons deriving title by through or under the Grantor 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 Grantor as a result of improper or negligent operation of the sluice gates or 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 Grantor 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 Grantor has hereunto set her hand and seal the day and year first before written _____

SIGNED, SEALED and DELIVERED)
by the before named THEO DAPHNE)
FLOWER in the presence of :-)

Theo D. Flower

WITNESS

Ph Lambert

ADDRESS

*Yerman's, Walkers Green
Penhurst. Kent TN11 6HD*

OCCUPATION

Retired

DATED

19th April

1985

MRS T D FLOWER

- to -

SOUTHERN WATER AUTHORITY

A G R E E M E N T

Under Section 25 of the
River Medway (Flood Relief)
Act 1976

relating to freehold land
at The Yews Rogues Hill
Penshurst Kent

This copy document has been examined
against the original and is an accurate
and complete copy thereof.

G.J. Heyes

30th April 1985.

G.J. HEYES, B.A. (Law)
CHIEF SOLICITOR,
SOUTHERN WATER AUTHORITY,
GUILDBOURNE HOUSE,
WORTHING,
WEST SUSSEX. BN11 1LD

JBH1/32
LD220/LS



SOUTHERN WATER AUTHORITY
Director of Operations: A.E. Rowland 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. Brant C.Eng., F.I.C.E., F.I.W.E.S., M.B.I.M.

LAND OWNER	MRS. T. D. FLOWER	
OCCUPIER	MRS. T. D. FLOWER	
DESCRIPTION	FROM <i>River Medway (Flood Relief) Act 1976</i>	
PARISH	DISTRICT	No ON PLAN
BIDBOROUGH	TUNBRIDGE WELLS	—
TONBRIDGE	TONBRIDGE & MALLING	—
LEIGH	SEVENOAKS	—
PENSHURST	SEVENOAKS	18

Surveyed	Scale: 1:500	Drawing No.	Rev.
Drawn	Checked	MFR 1013	B
Traced	Date		