

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

Title Number K713279

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I hereby certify that this is  
a true & accurate copy of the  
original agreement

Agreement  
Signed by Alan Massey Seal DRH 0224  
Dated 25.9.78

H. M. LAND REGISTRY

Land Registration Acts 1925 - 1971

County and District - KENT - SEVENOAKS

Title No : K 403005

Property : Penshurst Stores Fordcombe Road Penshurst

THIS AGREEMENT is made the 25<sup>th</sup> day of  
September One thousand nine hundred and seventy-eight

BETWEEN ALAN MASSEY and JANET LAVINIA MASSEY (his wife) both of  
Penshurst Stores Fordcombe Road Penshurst in the County of Kent  
(hereinafter called "the Grantor") of the one part and the SOUTHERN WATER  
AUTHORITY (hereinafter called "the Authority") of the other part

WHEREAS :

(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 1030.1 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 Grantor is registered as proprietor with Absolute Title of the  
land comprised in Title Number K403005

(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 Fifteen Pounds 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) -

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(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  
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 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 Fifteen Thousand Pounds

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  
ALAN MASSEY in the presence of :-

X O. Moser X

Signature of Witness -

Address

- Em Hockman  
13 Gledelands  
Penhurst  
Tonbridge, Kent

Hans wife

Occupation

SIGNED SEALED and DELIVERED by the said  
JANET LAVINIA MASSEY in the presence of :-

X Janet Lavinia Massey X

- ditto

Em Hockman  
13 Gledelands  
Penhurst  
Tonbridge  
Kent

(Hans wife)

