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Title Number K455672

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DISTRICT LAND REGISTRY

H. M. LAND REGISTRY

Land Registration Acts 1925 - 1971

Photo
Copy



K455672



SEQ240

County and District : KENT - SEVENOAKS

Title No : K 455672

Property : COLQUHOUNS FORDCOMBE ROAD PENSURST PARISH

THIS AGREEMENT is made the Twenty day of
March one thousand nine hundred and eighty-
two BETWEEN JOAN MARY QUIRK of Vexour Farm
Chiddingstone 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

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 1046-1 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 K455672

(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 seventy-five pounds (£75.00) 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) - there shall be nothing whatever except any -

- (i) livestock;
- (ii) agricultural or horticultural deadstock not capable of being carried away in a flood;
- (iii) growing crops;
- (iv) hay and straw (loose or baled) temporarily on the land;
- (v) existing 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

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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; the height of any such raised level shall taper to the existing level of the land immediately adjoining the north-western boundary of the blue land

(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

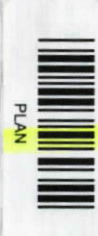
4. The Grantor hereby acknowledges that the payment of the sum specified in clause 1 above fully and finally discharges the Authority from all claims by the Grantor or persons deriving title by through or under the Grantor which might otherwise be made under Section 17(4) of the Act of 1976 save in respect 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 twenty thousand pounds (£20,000)

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 said JOAN MARY QUIRK in the)
presence of /



SOUTHERN WATER AU
Director of Operations - A E Round B Sc (Eng) C Eng FICE FI
KENT RIVER AND WATER DIV
Divisional Manager - DW Briant C Eng FICE MIVES AMBI

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| <u>LAND OWNER</u> | MRS. J.M. QUIRK | |
| <u>OCCUPIER</u> | MRS. E.M. SALMO | |
| <u>DESCRIPTION</u> | FROM River Medway (Flood | |
| <u>PARISH</u> | <u>DISTRICT</u> | <u>No</u> |
| BIDBOROUGH | TUNBRIDGE WELLS | |
| TONBRIDGE | TONBRIDGE & MALLING | |
| LEIGH | SEVENOAKS | |
| PENSHURST | SEVENOAKS | |

| | | |
|--------------|--------------|------------|
| Surveyed | Scale 1: 500 | Drawing No |
| *Drawn | Checked | MFR |
| Traced J.A.W | Date | |