

These are the notes referred to on the following official copy

Title Number K767074

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T H I S D E E D O F G R A N T is made the ~~Twelve~~ day
of September one thousand nine hundred and ninety-four
B E T W E E N L A D Y J A N E T M A R Y M O W L L W I L S O N formerly of 34 The
Beach Walmer Deal in the said County of Kent but now of RRI
Box 293 Woodstock Vermont 05091 USA and C A R O L I N E S A R A H B E L L of
Jacques Court Bladbean Elham Canterbury in the said County of
Kent (hereinafter called "the Owner" which expression where the
context so admits shall include his successors in title and
assigns) of the one part and S O U T H E R N W A T E R S E R V I C E S L I M I T E D
whose Registered Office is situate at Southern House Yeoman
Road Worthing in the County of West Sussex (hereinafter
called "Southern Water") of the other part

W H E R E A S :

(1) The Owner is seised of certain land situate at Ellens Road
Deal Kent for an estate in fee simple absolute in possession
(hereinafter called "the said land")

(2) Southern Water is desirous of laying and maintaining a water
main in and through the said land and has requested the Owner to
grant it the easements hereinafter mentioned which the Owner has
agreed to do on the terms and conditions hereinafter contained

N O W T H I S D E E D W I T N E S S E T H as follows :-

1. In pursuance of the said agreement and in consideration of
the sum of three thousand seven hundred and thirty-four pounds
(£3734.00) now paid by Southern Water to the Owner (the receipt
whereof the Owner hereby acknowledges) the Owner as Trustees
hereby grants and confirms unto Southern Water :-

- (a) full right and liberty for Southern Water its servants
and agents at all times and with or without vehicles
plant machinery and apparatus upon giving twenty-four
hours prior notice to the Owner except in an emergency
when no prior notice need be given to enter upon the
land nine metres in width and two hundred and six
metres in length shown coloured blue on the attached



plan number K06508.0031 (hereinafter called "the blue land") as required for the purpose of laying altering renewing maintaining inspecting cleansing and repairing a water main with all necessary valves surface boxes marker posts pillars fittings and apparatus and a cable or cable duct along the line of the main (which water main and ancillary fixtures and cables are hereinafter collectively called "the works")

- (b) full and free right at all times to the uninterrupted passage and running of water through the said water main

TO HOLD the said rights and liberties unto Southern Water in fee simple

2. The Owner hereby covenants with Southern Water for the benefit and protection of the works and Southern Water's undertaking and so as to bind the blue land into whosoever hands the same may come not to do or suffer or permit to be done upon the blue land any act or thing which might cause or is likely to cause damage or injury to the works or prevent hinder or obstruct access by Southern Water to the works or affect the purity or flow of water carried thereby in accordance with the terms of this grant and the Owner will take all reasonable precautions to prevent such damage or injury and in particular but without prejudice to the generality of the foregoing the Owner will not :-

- (a) place or install or suffer or permit to be placed or installed in over or upon any part of the blue land any sewers pipes drains wires ducts cables or anything of a like nature without the previous written consent of Southern Water which consent shall not be unreasonably withheld
- (b) erect or suffer or permit to be erected upon the blue land any building wall or structure or permanent

apparatus of any type whatsoever

- (c) plant or suffer or permit to be planted upon the blue land any tree or shrub
- (d) place or use or suffer or permit to be placed or used upon the blue land any machinery or vehicles or goods or materials of a heavy nature likely to affect or cause interference or disturbance to the works
- (e) materially reduce or increase the depth of soil above the works nor lessen or in any way interfere with the support afforded to the works by the surrounding soil including minerals without the written consent of Southern Water

PROVIDED that nothing in this Clause shall prevent the owner or occupier from carrying out on the blue land normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid

3. Southern Water hereby covenants with the Owner as follows :-

- (a) in exercising the easements hereby granted Southern Water shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto and shall so far as is reasonably practicable make good all damage or injury to the blue land caused by the exercise by Southern Water of the easements hereby granted and shall make full compensation to the Owner in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
- (b) to indemnify and keep indemnified the Owner against all actions proceedings costs charges claims and demands (other than actions proceedings costs charges claims and demands occasioned by or arising out of the

negligence or wrongful act or default of the Owner his servants or agents or others authorised by the Owner) arising by reason of the laying alteration renewal maintenance inspection cleansing and repair of the works or failure to repair the same on the part of Southern Water Provided Always that (i) the Owner shall as soon as practicable give notice in writing to Southern Water of any actions proceedings claims and demands brought made or threatened against the Owner and shall not admit liability settle adjust or compromise any such actions proceedings claims or demands without the prior consent in writing of Southern Water and (ii) Southern Water may at its own cost and expense defend settle adjust compromise or otherwise deal with any such actions proceedings claims or demands on such terms as Southern Water shall deem fit the Owner giving to Southern Water at the like cost and expense all such assistance as Southern Water may reasonably require

4. The Water Industry Act 1991 Schedule 14 (Minerals Underlying Waterworks) or any statutory modification or re-enactment thereof shall apply in respect of the water main laid pursuant to the easements hereby granted so long as those enactments remain in force

5. The Owner hereby acknowledges the right of Southern Water to the production of the documents specified in the Schedule hereto (the possession of which is retained by the Owner) and to delivery of copies thereof

6. In this Deed where the context so admits words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and vice versa and words importing persons and all references to persons shall include companies corporations and firms and vice versa and where at any time there are two or more persons included in the expression "the Owner" the covenants entered into or implied hereunder by the Owner shall be deemed

to be made by and binding on such persons jointly and severally

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 sixty thousand pounds (£60,000.00)

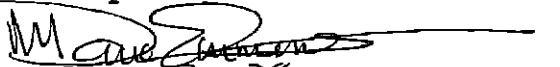
I N W I T N E S S whereof this document has been executed as a Deed the day and year first before written

THE SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Parties</u>
11th June 1951	Conveyance	A J Stevens and W T Stevens (1) E W Mowll (2)
6th August 1973	ASSENT	The Owner


SIGNED as a Deed by the before)
named LADY JANET MARY MOWLL WILSON)
in the presence of :-)



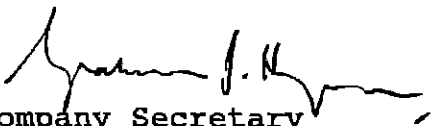

REL Box 38
Woodstock, VT 05091 USA
DOCENT

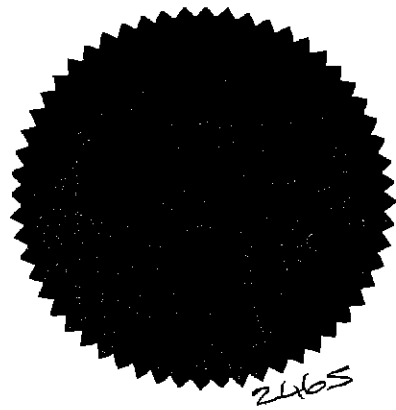
SIGNED as a Deed by the before)
named CAROLINE SARAH BELL in)
presence of :-)




BLUE HOLE FARM
MATTINGLEY
BASINGSTOKE
HANTS
SURVEYOR

THE COMMON SEAL of SOUTHERN
WATER SERVICES LIMITED was)
hereunto affixed in the)
presence of :-)

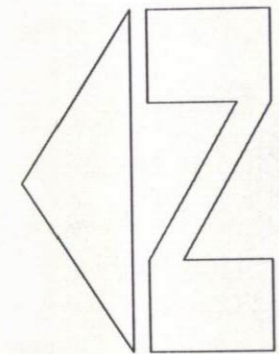

Company Secretary





ORIGINAL SIZE A3

Parish: Deal



John Wilson
Abell

LEGEND: - - - - - Extent of Easement area (9m wide)

Land owner: Lady Wilson & Mrs C.S.Bell
Agent: Smith - Wolley and Perry,
43, Castle Hill Ave,
Folkestone, Kent

Land Occupier: Velcourt Ltd.
C/O Waldershare Park,
Near Dover, Kent.

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Rev.	Description	Design	Drawn	Checked	Appr'd	Date
Scale	1/2500		mtg	PM	RW	21-1-99

DEAL NEW RESERVOIR
LAND EASEMENT PLAN SHEET 5

MCDOWELLS
CONSULTING ENGINEERS
Southern House Capstone Road
Chatham Kent ME5 7QA

DRG No. K06508.0031