

PROPOSED GAS MAIN SHOWN THUS: ———
LENGTH OF MAIN: 3893 YDS

OWNER: ASS. PORTLAND CEMENT MAN. LTD.

TENANT:-

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EXTRACT FROM
1/2500
O.S. SHEETS
PLOT No. 1

ISLE OF GRAIN
TO

HOOLEY.

30", 24", 18", & 10" Dia.

TRANSMISSION MAIN (S)

EASEMENT No. HQ/GH/39

SOUTH EASTERN GAS BOARD
HEADQUARTERS DIVISION
KATHARINE STREET, CROYDON

DRAWN BY: C.F.

DATE: 23. 3. 67.

SCALE: 1/2500

AMENDMENTS:

B. 22. 3. 67

DWG. No: HQ/GH/39(S) B

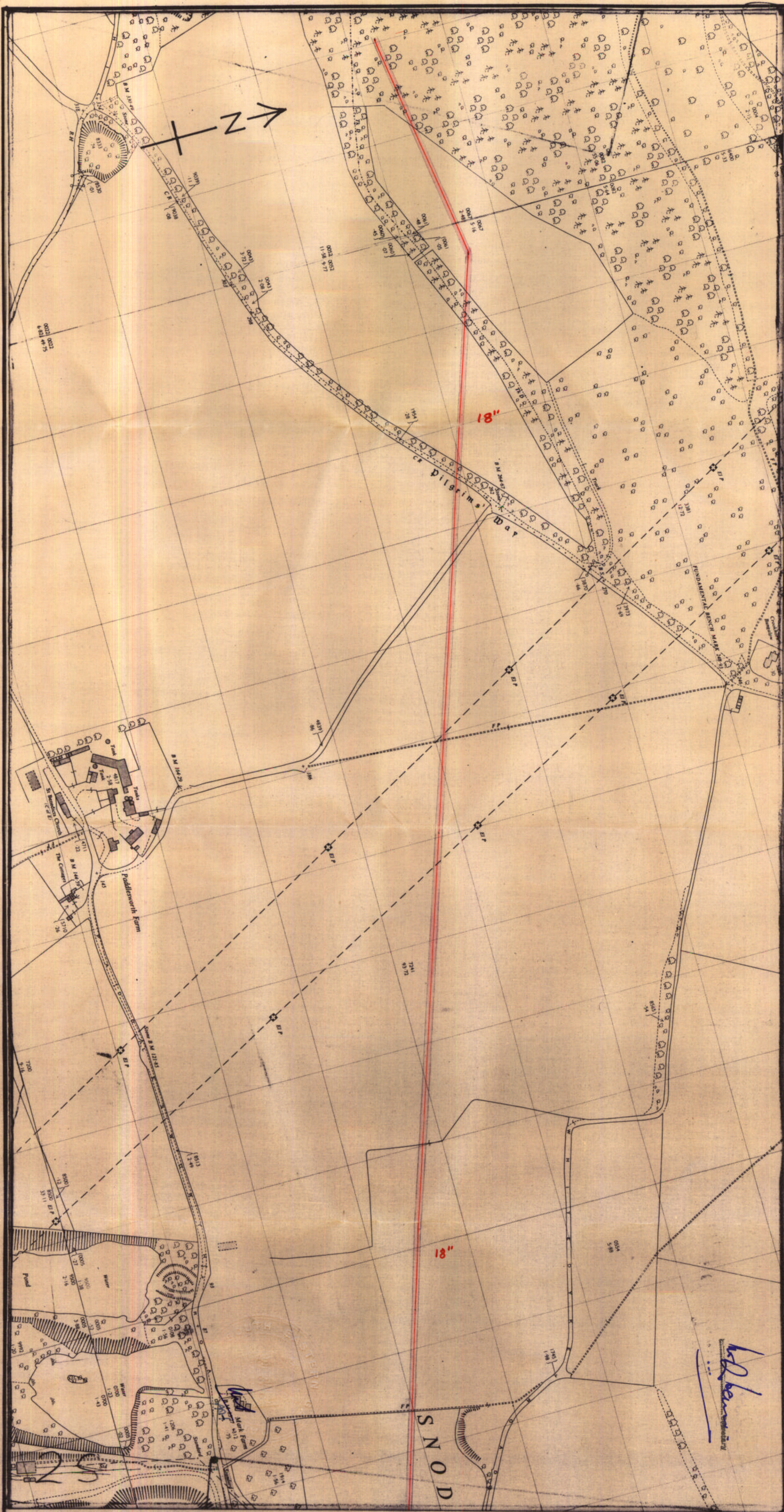
DIVISION: KENT COUNTY

SHEET 1 OF 3

ISSUED TO:

DATE:

A/S



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SHEET 2 OF 3

ISSUED TO:
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HEADQUARTERS DIVISION
KATHARINE STREET, CROYDON

DRAWN BY: C.F.
DATE: 23. 3. 67.
SCALE: 1/2500

DWG. No: HQ/GH/39(S)C
DIVISION: KENT COUNTY

AMENDMENTS:
C. 22. 3. 67.

SHEET 3 OF 3

ISSUED TO:
DATE:

C/S

T H I S D E E D is made the Fifth day of April One thousand nine hundred and sixty-seven B E T W E E N THE ASSOCIATED PORTLAND CEMENT MANUFACTURERS LIMITED of Portland House Stag Place London S W 1 (hereinafter called "the Land Owners" which expression where the context so admits shall be deemed to include their successors in title and assigns) of the one part and SOUTH EASTERN GAS BOARD whose chief office is situate at Katharine Street Croydon in the County of Surrey (hereinafter called "the Board" which expression where the context so admits shall be deemed to include its successors in title and assigns)

W H E R E A S

- (1) The Land Owners are seised for an estate in fee simple in possession free from encumbrances of (inter alia) the strip of land thirty feet in width (hereinafter called "the said land") situate at Snodland in the County of Kent which said land is more particularly described and drawn on the plan annexed hereto and thereon coloured pink
- (2) The Board are the statutory undertaking for the supply of gas within the South Eastern Area established by the Gas Act 1948 and the easements privileges rights and liberties hereinafter specified are required by the Board for the benefit and extension of and to be used in connection with and as appertaining to such statutory gas undertaking and under the said Gas Act 1948 the Board are authorised to acquire and make use of the said rights for the purposes aforesaid

- (3) The Land Owners have agreed to grant to the Board the said rights

N O W THIS DEED W I T N E S S E T H as follows

1. IN consideration of ONE THOUSAND ONE HUNDRED AND EIGHTY POUNDS SIXTEEN SHILLINGS paid upon the execution of these presents by the Board to the Land Owners (receipt whereof the Land Owners hereby acknowledge) the Land Owners as Beneficial Owners HEREBY GRANT unto the Board and their assigns the easement privilege right and liberty of laying constructing installing operating and using mains and pipes of a size and type described in the First Schedule hereto and ancillary apparatus in and under the said land and of inspecting maintaining repairing altering and renewing such mains pipes and ancillary apparatus and of obtaining access to the same at all reasonable times (and in emergency at any time) for any of such purposes (all of which rights are hereinafter collectively called "the said rights") TOGETHER with (but subject to the provisions of Clause 5 of this Deed) the easement privilege and right of support for such mains pipes and ancillary apparatus from the

subjacent and adjacent land and soil including minerals of the Land Owners TO HOLD the same unto the Board in fee simple _____

2. THE Land Owners hereby covenant with the Board so as to benefit and protect the said rights that they will not on the said land or any part or parts thereof erect any building boundary wall or other erection of any kind nor on such parts of the said land alter the surface level thereof nor plant trees therein nor knowingly damage or suffer to be damaged any main pipe or ancillary apparatus laid or to be laid in exercise of the said rights nor knowingly do or suffer to be done anything which may interfere with the free flow and passage of gas or oil through any such main pipe or ancillary apparatus PROVIDED that nothing herein contained shall operate to prevent or hinder the Land Owners selling or otherwise disposing of the said land should they at any time desire to do so subject to the said rights PROVIDED ALSO that nothing in this clause contained shall prevent the Land Owners from laying in and under the said land any services or installations required to facilitate the efficient management of the Land Owners' land or business upon their giving to the Board not less than fourteen days' written notice of their intention to lay such services and while carrying out such work complying in all respects with the reasonable requirements of the Board for the protection of the said mains pipes and ancillary apparatus laid in exercise of the said rights

3. THE Board hereby covenant with the Land Owners and their successors in title that the Board in exercising the said rights will observe and perform the stipulations set out in the Second Schedule hereto _____

4. (1) IF at any time before the expiration of twenty-five years from the date hereof _____

(a) permission is granted under Part III of the Town and Country Planning Act 1962 otherwise than by the Town and Country Planning (General Development) Order 1963 or any statutory re-enactment thereof for any development of the said land (with or without other land) which consists of or includes building operations which the Land Owners are prevented by the covenants of Clause 2 hereof from carrying out or it is shown that an application for such permission is refused where but for the existence of the said mains pipes and ancillary apparatus such permission might reasonably have been expected to be granted and

(b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the Land Owners' adjoining land consistently with the Land Owners' said covenants and _____

(c) the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Board of the easements rights and privileges hereby granted in pursuance of a Notice to Treat served on the date hereof if such permission had previously been granted exceeds the sum set out in Clause 1 hereof (which is calculated without reference to the prospect of any such operations) _____

then subject to the provisions of this clause the Board shall pay to the Land Owners a sum equal to the excess _____

(2) If the Land Owners claim to be entitled to a payment under the last sub-clause hereof they shall give notice in writing to the Board of such claim and shall furnish all such particulars in relation thereto as the Board may reasonably require

(3) If the Board in their absolute discretion within one month from the date of receipt of the notice referred to in sub-clause (2) of this clause so elect they may instead of paying to the Land Owners the sum calculated in accordance with sub-clause (1) of this clause at their own expense before the expiration of twelve calendar months commencing with the date of the Board's said notice of election alter and divert the line of the said main pipes and ancillary apparatus to such position under other land of the Land Owners as may be mutually agreed by the Land Owners and the Board or failing agreement to such position under such other land best meeting the respective reasonable requirements of such parties as may be determined by arbitration in accordance with the provisions of Clause 6 hereof and the provisions of this Deed shall thereafter apply mutatis mutandis to the said mains pipes and ancillary apparatus in their new altered or diverted position _____

5. (1) THE provisions of Clauses 1 2 3 and 4 shall have effect subject to this Clause _____

(2) The Board hereby agree that subject to the provisions of this clause the provisions (in this clause called "the said provisions") substituted by Part II of the Mines (Working Facilities and Support) Act 1923 for Sections 78-85 of the Railway

Clauses Consolidation Act 1845 shall be deemed to be incorporated herein _____

(3) The said provisions shall be construed as if references to "the Mine Owner" were references to the Land Owners references to "the Company" were references to the Board references to "any railway or works of the Company" were references to the mains pipes and ancillary apparatus specified in Clause 1 hereof and references to "rail level" were references to the surface of the said land and references to minerals included all minerals and substances not otherwise specifically mentioned in or under land of a kind ordinarily worked for removal by underground or surface working _____

(4) Any arbitration under the said provisions shall be by a single arbitrator to be agreed upon by the parties in dispute and in default of agreement by the Lands Tribunal and Section 85 (D)

(3) of the said provisions shall be of no effect _____

6. ALL questions or differences whatsoever which shall at any time hereafter arise between the parties hereto or their respective representatives or any of them touching or concerning this Deed or the construction meaning operation or effect thereof or of any clause herein contained (except questions and differences arising under Clause 5 hereof) or as to the rights duties or liabilities of the parties hereto respectively or their respective representatives or any of them under or by virtue of this Deed or otherwise or touching the subject-matter hereof or arising out of or in relation thereto (except as aforesaid) shall be referred to a single arbitrator to be agreed upon by the parties hereto and in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force _____

7. THE Land Owners hereby acknowledge the right of the Board to production and delivery of copies of the documents described in the Third Schedule hereto and hereby undertake with the Board for the safe custody thereof _____

8. 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 Four thousand five hundred pounds _____

I N W I T N E S S whereof the Land Owners and the Board have

caused their respective Common Seals to be hereunto affixed the day and year first above written _____

FIRST SCHEDULE

Size of Main or Pipe

Type

18" diameter main

For the transmission or storage of gas

SECOND SCHEDULE

Stipulations To Be Observed and Performed by the Board

1. All mains pipes and ancillary apparatus laid in exercise of the said rights shall be placed at a sufficient depth in the said land so as not to interfere with normal agricultural operations unless otherwise agreed with the Land Owners but in any event at a depth not less than three feet from the surface of the said land Where the said mains pipes and ancillary apparatus are installed under ditches or streams the Board will construct a concrete wall at least six inches thick above the said mains pipes and ancillary apparatus and not less than twelve inches below the true bottom of the ditch or stream and where the said mains pipes and ancillary apparatus are installed under roads ways tracks or paths (whether made or unmade) the Board will at their own expense carry out works necessary or desirable for protecting the said mains pipes and ancillary apparatus from damage All such work of installation shall be carried out in all respects to the satisfaction of the Land Owners _____
2. All work shall be carried out as speedily and carefully as possible without causing any unnecessary damage or disturbance to the land and property of the Land Owners or their tenants and upon reasonable prior notice to the Land Owners and their tenants except in case of emergency _____
3. When excavating on the said land the Board will lay aside the productive soil and afterwards restore the same on top of the trench from which it shall have been taken _____
4. All excavations when or where required by the Land Owners shall until reinstated be fenced and after reinstatement the Board will remove such fences at its own expense _____
5. If the Board shall disturb the drainage whether above or beneath the surface of the said land or damage any drains pipes culverts natural dykes or watercourses in or under any of the said land the Board will restore such drainage and make good all such damage to the reasonable satisfaction of the Land Owners _____
6. On completion of any work the Board will to a standard equivalent to that prevailing before entry on the said land and to the satis-

faction of the Land Owners restore the surface of the said land and restore or replace all structures or things therein or thereon and the Board will to a like standard restore or replace to the reasonable satisfaction of the Land Owners all roads footways and fences _____

7. The Board will do as little damage as possible to the surface of the said land and the crops for the time being growing thereon _____
8. If required by the Land Owners the Board will make good all damage caused to the said land and/or crops or if making good is not required or is impracticable pay reasonable compensation to the Land Owners or their tenants in respect of such damage to the person suffering the same _____
9. The Board will indemnify the Land Owners and their successors in title and their respective tenants against all claims and liabilities whatsoever which may arise out of the exercise of the said rights or the existence of the said pipes mains and ancillary apparatus except claims and liabilities occasioned by the neglect or default of the Land Owners and their successors in title or their respective servants or others authorised by them _____
10. The Board shall so far as is reasonably practicable and so long as the said mains pipes and apparatus are used for or in connection with the transmission or storage of gas keep the same in proper repair and condition _____
11. The Board shall pay all rates and taxes which may be imposed in respect of the said mains pipes and ancillary apparatus or the easements privileges rights and liberties hereby granted _____
12. The Board shall ensure that any necessary breaking open of the said land shall be done with the minimum of disturbance as is reasonably practicable confining all excavated material within the area of the said land and during the period of such breaking open the Board will at its own expense provide suitable ways of access from one part of the adjoining land of the Land Owners to other parts of such land by means of a bridge or bridges of suitable construction and with adequate protection to enable the Land Owners and their tenants to enjoy the use of lands on both sides of the said land _____
13. If and so far as the said mains pipes and ancillary apparatus shall interfere with the enjoyment by the public or any person entitled thereto of any footpath under which the said mains pipes and ancillary apparatus may in whole or in part be laid _____

- (i) The Board shall take all such steps as may be required to comply with any statute bye-law or common law in connection with the stopping up or diversion of the said footpath _____
- (ii) The Board shall reinstate the same on completion of any such works to the satisfaction of the Local Authority _____
- (iii) The Board shall indemnify the Land Owners against any action costs proceedings claims or demands whatsoever in respect of any such interference as aforesaid _____

14. The Board shall not raise or make any objection or claim on account of any damage nuisance or annoyance which may be caused by the erosion of pits or quarries or by smoke fumes dust noise or vibration of machinery or which may otherwise arise out of or be occasioned by the working or carrying on of any present or future manufactory works or operations of the Land Owners their allied companies assigns or tenants _____

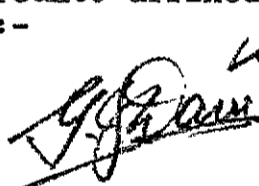
15. No surface boxes or indicator posts shall be installed except in such places and in such manner as shall be previously approved by the Land Owners _____


THIRD SCHEDULE

29th January 1937 CONVEYANCE J. H. Roberts (1) and The Associated Portland Cement Manufacturers (2) _____


29th January 1937 CONVEYANCE The Executors of William Lee Henry Roberts (1) and The Associated Portland Cement Manufacturers (2) _____

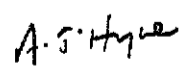
THE COMMON SEAL of THE ASSOCIATED
PORTLAND CEMENT MANUFACTURERS LIM-
ITED was hereunto affixed in the
presence of:-

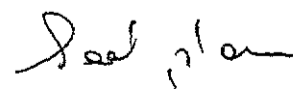

Directors


Secretary

THE COMMON SEAL of SOUTH EASTERN
GAS BOARD was hereunto affixed in
the presence of:-


Member


Authorised Officer



B

DATED

5th April

1967

~~TS 2-37~~

Sol

~~Snodland~~

3/39

THE ASSOCIATED PORTLAND CEMENT
MANUFACTURERS LIMITED

- to -

SOUTH EASTERN GAS BOARD

DEED OF GRANT

- of -

Easement relating to Mains and Pipes
at Snodland in the County of Kent

CA