

Dated

5 January

2021

**MARGARET JEAN BARTLETT, AUDREY JANE GOUGH MILLENSTED and ANNE
ROSE BARTLETT**

and

GEORGE WILSON DEVELOPMENTS LIMITED

DEED OF EASEMENT FOR DRAINAGE

relating to

Land to the Rear of Joseph Wilson Industrial Estate

Whitstable Kent



39 St Margaret's Street
Canterbury
Kent
CT1 2TX

Tel: 01227 763939

Ref: JL/BA3208/0022

TABLE OF CONTENTS

1.	Interpretation	1
2.	Grant	3
3.	Grantor's covenants	3
4.	Grantee's covenants.....	3
5.	HM Land Registry.....	3
6.	Reservation of rights.....	4
7.	Indemnity.....	4
8.	Extent of liability	4
9.	VAT	5
10.	No transfer of Grantee's Property without Deed of Covenant.....	5
11.	Relocation of the Underground Service Media.....	5
12.	Third party rights	7
13.	Governing law	7
14.	Jurisdiction	7
	SCHEDULE 1 - The Rights	8
	SCHEDULE 2 - Grantee's covenants.....	9
	SCHEDULE 3 - Grantor's covenants.....	10
	SCHEDULE 4 - Description of Underground Service Media and associated equipment.....	11
	SCHEDULE 5 - Reserved Rights	12

THIS DEED IS DATED

5 January 2022

PARTIES

- (1) MARGARET JEAN BARTLETT of 5 Churchill Close, Lutterworth, Leicestershire LE17 4YU and AUDREY JANE GOUGH MILLENSTED of 16 Burdett Way, Repton, Derby DE65 6GA and ANNE ROSE BARTLETT of Leelands, 158 South Street, Whitstable, Kent CT5 3EL (**Grantor**); and
- (2) GEORGE WILSON DEVELOPMENTS LIMITED (Co. Regn. No. 01684854) of Four Winds, Clapham Hill, Whitstable CT5 3DJ (**Grantee**).

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this Deed.

AGREED TERMS

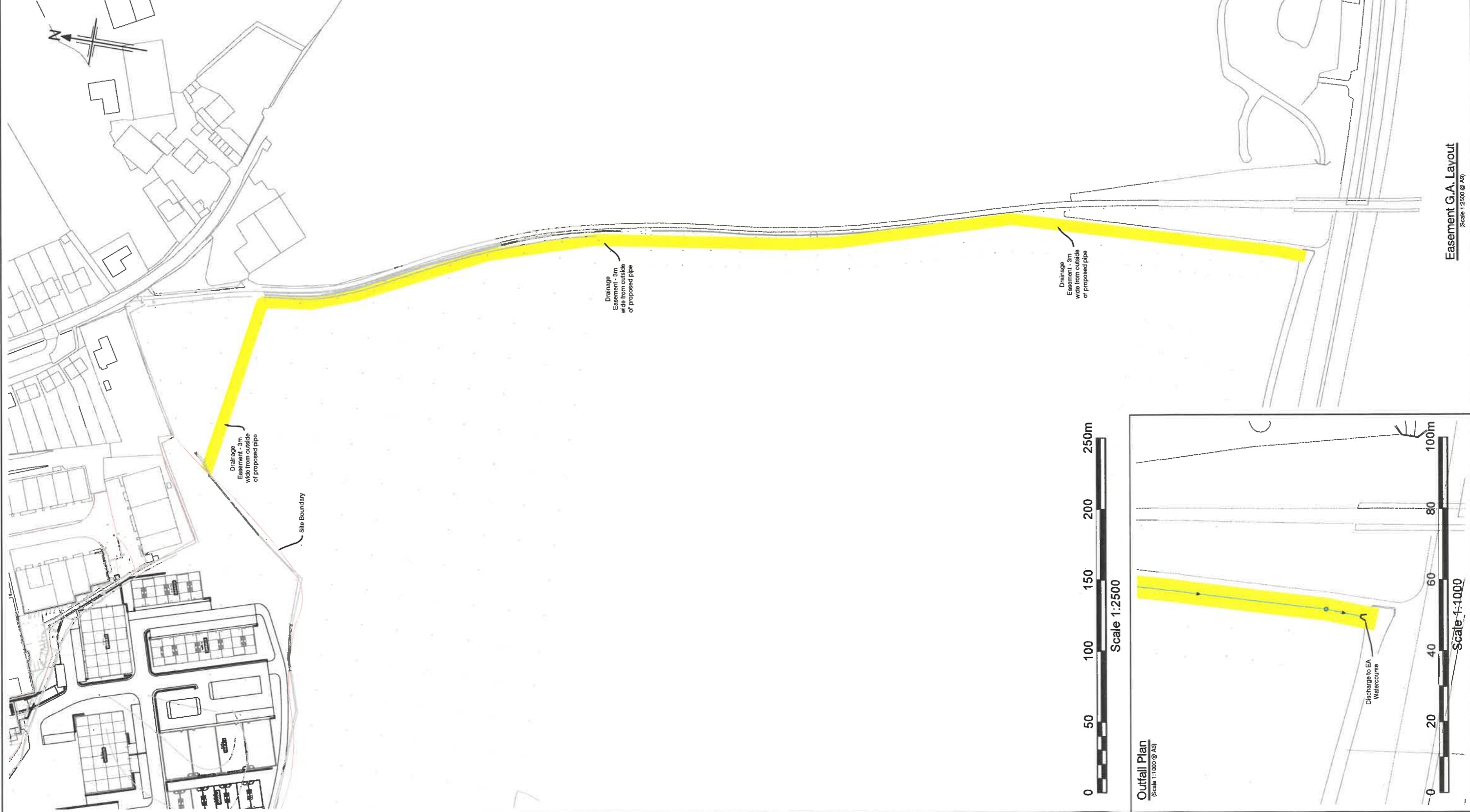
1. Interpretation

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

- Annual Fee** the sum of £500 (Five Hundred Pounds).
- Deed of Covenant** a deed of covenant in favour of the Grantor or the owner or owners from time to time of the Easement Strip or any part of it containing covenants in the same terms as the Grantee's Covenants with such minor modifications as the Grantor may agree.
- Designation Notice** a written notice in which the Grantor designates the new location of the Underground Service Media and the Easement Strip
- Easement Strip** the 3metre strip of land shown coloured yellow on the Plan, that forms part of the Grantor's Property.
- Grantee's Covenants** the covenants set out in Schedule 2.
- Grantee's Property** the freehold property at being Land lying to the east of Golden Hill, Whitstable and registered at HM Land Registry under title number TT120724.
- Grantor's Covenants** the covenants set out in Schedule 3.
- Grantor's Property** the freehold property being land lying to the east of Golden Hill, Whitstable and registered at HM Land Registry under title numbers K952131 and K911121 and K952113 *same as to that part of K911121 shown edged blue on the filed plan hereto.*

10.



*Key Page;
(for Grantor)*

NOTES

- © COPYRIGHT ALAN BAXTER PARTNERSHIP LLP
This drawing & design is the copyright of Alan Baxter Partnership and must not be copied in part or whole without consent.
- 1. Do not scale off this drawing.
- 2. To be read in conjunction with all Architects and Engineers drawings.
- 3. All dimensions and levels to be confirmed by the Architect and Contractor prior to the commencement of the works.
- 4. All discrepancies to be notified immediately to contract Administrator and Engineers.
- 5. Drainage Easement to be 3m wide from outside of proposed pipe (on both sides of pipe).
- 6. For Drainage design information see Drainage drawings.

INFRASTRUCTURE WITHIN EASEMENT

The easement is required to allow the controlled discharge of the surface water from the new expansion of the Joseph Wilson Industrial Estate to the Environment Agency Watercourse approximately 575m to the south (adjacent to the A299).
Within the easement will be a 150mm diameter carrier pipe, with 400mm diameter inspection chambers to accommodate changes in direction.
This gravity system will then discharge into the Environment Agency Watercourse via a precast concrete headwall.
The Environment Agency have confirmed that there is no requirement for any agreement or licence to discharge to their watercourse (correspondence provided separately).

FOR INFORMATION

C	DRAWING REDUCED TO AS SHOWN	K/RWS	13/12/2021
B	SCALES AMENDED ACCORDINGLY WITH PROJECT EASEMENT AREA	K/RWS	04/11/2021
0	FIRST ISSUE	J.B	K/RWS 20/10/2021

ALAN BAXTER PARTNERSHIP LLP
CONSULTING STRUCTURAL ENGINEERS
THE CLOCK BUILDING
PYMPES COURT
BUSBRIDGE ROAD
LOOSE
MIDSTONE
KENT ME15 0HZ
TELEPHONE: 01622 744 553
FAX: 01622 749 270
EMAIL: mail@abpengineers.co.uk



Project Title:
Joseph Wilson Ind. Est Expansion
Milstrood Road
CT5 3PS

Drawing Title:
Sketch
Proposed Drainage Easement

Scale: **As Shown @ A3**
Drawing Number: **W1114-SK-026**
Rev: **C**

Easement G.A. Layout
(Scale 1:2500 @ A3)

Permitted Disposal Plan	the transfer of any part of the Grantor's Property to a utilities company for an electricity substation, gas governor, sewerage or water pumping station, drainage balancing device or other similar matters for the provision of services the plan annexed to this Deed.
Reserved Rights	the rights set out in Schedule 5.
Relocation Works	such works as are necessary to relocate the Underground Service Media in accordance with the Designation Notice
Rights	the rights set out in Schedule 1.
Underground Service Media	the pipes and other equipment identified in Schedule 4.
VAT	value added tax chargeable in the UK.

- 1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this Deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to **writing** or **written** excludes fax and email.
- 1.12 Any obligation in this Deed on a party not to do something includes an obligation not to allow that thing to be done.

1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant

2.1 In consideration of £25,000 (Twenty Five Thousand Pounds) (exclusive of VAT) paid by the Grantee (the receipt of which the Grantor acknowledges), and the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.

2.2 The Rights are not granted exclusively to the Grantee and are granted:

2.2.1 subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this Deed; and

2.2.2 in common with the Grantor and any other persons authorised by the Grantor or lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. Grantor's covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part of it, for the benefit of the Grantee's Property and each and every part of it, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. Grantee's covenants

The Grantee covenants with the Grantor so as to bind the Grantee's Property and each and every part of it, for the benefit of the Grantor's Property and each and every part of it, that the Grantee, its successors in title shall at all times observe and perform the Grantee's Covenants.

5. HM Land Registry

5.1 The Grantor consents to;

5.1.1 the registration of the Rights on the registered title to the Grantor's Property; and

5.1.2 any restrictive covenants entered into in this Deed by the Grantor being noted against the registered title to the Grantor's Property.

5.2 The Grantee consents to the registration of the Rights and any restrictive covenants entered into in this Deed by the Grantee being entered on the registered title to the Grantee's Property.

5.3 On completion of this Deed the Grantee shall:

5.3.1 apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor's Property; and

5.3.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this Deed against the registered title to the Grantee's Property

and to enter the Rights in the property register of the Grantee's title as appurtenant rights.

- 5.4 The Grantee shall promptly give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property once the Rights and any restrictive covenants made by the Grantor and/or the Grantee have been properly and correctly entered against the respective titles.

6. Reservation of rights

The Grantor reserves the Reserved Rights for itself, its successors in title and all other persons authorised by it to benefit from the same.

7. Indemnity

- 7.1 The Grantee shall indemnify the Grantor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- 7.1.1 the exercise of the Rights;
- 7.1.2 the carrying out of any works permitted by this Deed;
- 7.1.3 any breach of any of the Grantee's Covenants; or
- 7.1.4 any breach of the terms of this Deed;

by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

8. Extent of liability

- 8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this Deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

- 8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this Deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence, to any one of those persons without affecting the liability of any other of them.

- 8.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.

- 8.4 Subject to clause 8.5, the Grantor is not liable for:

- 8.4.1 the death of, or injury to the Grantee, its employees or invitees; or
- 8.4.2 damage to any property of the Grantee or that of the Grantee's employees or invitees; or

8.4.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Grantee or the Grantee's employees or invitees in the exercise or purported exercise of the Rights.

8.5 Nothing in clause 8.4 shall limit or exclude the Grantor's liability for:

8.5.1 death or personal injury or damage to property caused by negligence on the part of the Grantor or its employees or agents; or

8.5.2 any matter in respect of which it would be unlawful for the Grantor to exclude or restrict liability.

9. VAT

9.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 9.3, the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this Deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

9.2 Every obligation on the Grantee, under or in connection with this Deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT.

9.3 The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.

10. No transfer of Grantee's Property without Deed of Covenant

10.1 The Grantee covenants with the Grantor, for the benefit of the Easement Strip and each and every part of it, not to transfer the whole or any part of the Grantee's Property save by way of a Permitted Disposal without first procuring that the disponee enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Easement Strip or any part of it.

10.2 The Grantee consents to the entry of the following restriction against the title to the Grantee's Property at HM Land Registry following the registration of this Deed and shall provide the Grantor with all necessary assistance and/or documentation to permit entry of the restriction:

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Clause 10.1 of a Deed of Easement made between Margaret Jean Bartlett, Audrey Jane Gough Millensted and Ann Rose Bartlett (1) and George Wilson Developments Limited (2) dated [5 January 2022] has been complied with or that they do not apply to the disposition."

11. Relocation of the Underground Service Media

11.1 From time to time the Grantor may serve a Designation Notice on the Grantee. Upon receipt of the Designation Notice the Grantee shall be given an opportunity to carry out the Relocation Work as hereinafter provided.

- 11.2 The Grantee may within ten (10) working days of receipt of a Designation Notice provide a written quotation for the costs of carrying out the Relocation Work (time being of the essence).
- 11.3 The Grantor shall in writing confirm whether it wishes the Grantee to carry out the Relocation Work on the basis of the quote referred to at clause 11.2 within five (5) working days (time being of the essence) of receiving the quotation provided that if no such confirmation shall be given the Grantor shall be deemed not to wish the Grantee to carry out the same.
- 11.4 The Grantor shall only serve a Designation Notice pursuant to Clause 11.1 for one or more of the following reasons:
- 11.4.1 to carry out works of redevelopment, repair, maintenance or development to the Grantor's Property;
- 11.4.2 to comply with all laws; or
- 11.4.3 to comply with any obligation owed by the Grantor to any tenant or occupier of the Grantor's Property
- and subsequent to having secured any approvals consents permissions and licences of any local or other competent authority (if any) that may be required to vary the location of the Underground Service Media and in particular (but without prejudice to the generality) any such required to address any requirements arising from the terms of any planning permission which has been implemented or which is then implementable in respect of the Grantee's Property or any part thereof.
- 11.5 If the Grantor has confirmed that it wishes the Grantee to carry out the Relocation Work pursuant to clause 11.3 above then;
- 11.5.1 The Grantor shall pay the Grantee's quoted costs forthwith upon completion of the Relocation Works.
- 11.5.2 The Grantee shall carry out the Relocation Works in a proper and workmanlike manner and in accordance with the provisions of paragraph 2 of Schedule 2 to this deed
- 11.5.3 The Grantee shall complete any Relocation Works within Three (3) months of the relevant Designation Notice.
- 11.6 If the Grantor has not confirmed that it wishes the Grantee to carry out the Relocation Works pursuant to clause 11.3 above and elects to progress the same:
- 11.6.1 The Grantor shall give the Grantee not less than ten (10) working days notice of the date upon which it intends to commence the same;
- 11.6.2 The Grantor shall carry out the Relocation works in a proper and workmanlike manner and in accordance with the provisions of paragraph 2 of Schedule 2 of this deed; and
- 11.6.3 The Grantor shall complete the Relocation Works with all reasonable despatch.
- 11.7 The part of the Grantor's Property designated as an Easement Strip by the Grantor shall be as convenient for the purposes of the Grantee's Underground Service Media

as reasonably practicable and such shall be installed to a like depth below the present surface of the Grantor's Property as such underground service media now in situ.

11.8 The parties agree that the operation of this Clause 11 shall not constitute an interruption of or interference with the Rights.

11.9 If so required by the Grantor, the Grantee shall enter into a deed of release and grant to record the grant of the Rights over the newly designated Easement Strip on the same terms as contained in this deed and to extinguish the Rights in respect of the previous Easement Strip. The Grantor shall pay the Grantee's reasonable legal costs in respect of the deed of release and grant.

12. Third party rights

This Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

13. Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1 - The Rights

1. RIGHTS

The right for the Grantee and its successors in title and those authorised by it or them, at all times and in common with the Grantor and other persons having the same or a similar right, to:

- 1.1.1 retain the Underground Service Media situate within the Easement Strip and to enter those parts of the Grantor's Property as are unbuilt upon with or without vehicles, plant and equipment (at the Grantee's expense and in a proper and workmanlike manner) to inspect, maintain, repair, alter, renew, replace and remove the Underground Service Media; and
 - 1.1.2 fell, trim or lop any trees, bushes and other vegetation on the Grantor's Property which obstruct or interfere with the exercise of the rights granted to the Grantee by this Deed provided that the Grantee removes from the Grantor's Property all timber, wood and vegetation that is cut and leaves the Grantor's property neat and tidy; and
 - 1.1.3 move the Underground Service Media in accordance with Clause 11 following the service of a Designation Notice
- 1.2 Enter the Grantor's Property with or without vehicles, plant and equipment to obtain access to any adjoining land over which the Grantee has similar rights.
- 1.3 Use the Underground Service Media.

SCHEDULE 2 - Grantee's covenants

The Grantee shall:

1. ANNUAL FEE

On 1 January each year, to pay to the Grantor, the Annual Fee in cleared funds in such manner as the Grantor shall, from time to time require, as notified to the Grantee in writing.

2. STATUTORY REQUIREMENTS

When exercising the Rights, comply with all laws governing the installation and use of the Underground Service Media.

3. DAMAGE

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

4. NUISANCE

Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

SCHEDULE 3 - Grantor's covenants

The Grantor shall:

1. NO INTERFERENCE WITH UNDERGROUND SERVICE MEDIA

Subject to the Reserved Rights, not do anything or allow anything to be done on the Grantor's Property that interferes with or damages the Underground Service Media or interferes with, impedes or obstructs the Grantee's access to or use of them.

2. PROHIBITED ACTIVITIES

- 2.1 Not erect any building, structure or plant on or beneath the Easement Strip.
- 2.2 Not change the level of the surface, ground cover or composition of the Easement Strip.
- 2.3 Not drill, dig or break up the land within the Easement Strip.

3. INSPECTION

In consideration of the payment of the Annual Fee in each calendar year to inspect the Easement Strip (such inspection to be undertaken once in each twelve month period) and notify the Grantee forthwith of any want of repair in the Underground Service Media evidenced by such annual inspection.

Provided that the parties agree and acknowledge that the continued use of the Grantor's Property in a proper manner for existing agricultural uses shall not constitute a breach of the covenants set out in paragraphs 1 and 2 of this Schedule 3.

SCHEDULE 4 - Description of Underground Service Media and associated equipment

[ADD TECHNICAL DESCRIPTION]

SCHEDULE 5 - Reserved Rights

The Grantor reserves the following Reserved Rights:

1. RIGHT TO ENTER TO CARRY OUT OBLIGATIONS

- 1.1 The right to enter onto the Easement Strip at any time to carry out any obligation of the Grantor contained in this Deed, or any obligation on the part of the Grantee in the event of the Grantee's default, provided that in so doing the Grantor shall cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

2. RIGHT TO ENTER TO REPAIR THE GRANTOR'S PROPERTY

- 2.1 The right to enter onto the Easement Strip at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property provided that in so doing the Grantor shall cause as little interference as is reasonably practicable to the exercise of the Rights by the Grantee.

3. RIGHT TO BUILD ON THE GRANTOR'S PROPERTY

- 3.1 Subject to the Grantor's covenant in paragraph 2 of Schedule 3, the right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land.

Signed as a deed by MARGARET JEAN BARTLETT in the presence of:

M.J. Bartlett

ILM. C. DEVERLOPMENTS

162 SOUTH ST.

WHITSTABLE

CTS 3EL

Signed as a deed by AUDREY JANE GOUGH MILLENSTED in the presence of:

AJG Millensted

ILM. C. DEVERLOPMENTS

162 SOUTH ST.

WHITSTABLE

CTS 3EL

Signed as a deed by ANNE ROSE BARTLETT in the presence of:

AR Bartlett

ILM. C. DEVERLOPMENTS

162 SOUTH ST.

WHITSTABLE

CTS 3EL

Executed as deed by GEORGE WILSON DEVERLOPMENTS LIMITED acting by George Archibald Wilson a director, in the presence of:

.....

Director

.....

.....

.....