

H.M. LAND REGISTRY

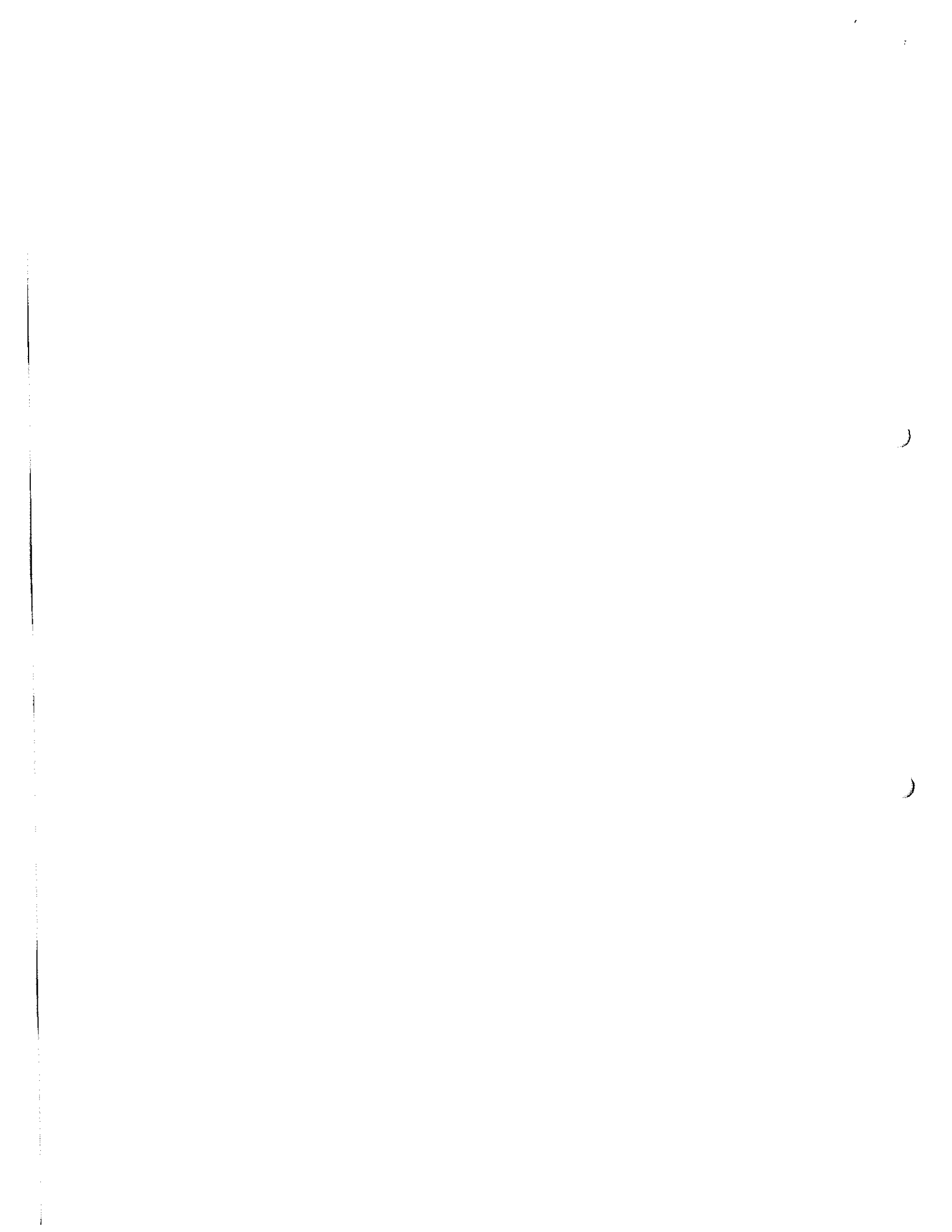
London Borough: GREENWICH and LEWISHAM
Title Numbers: SGL 25810 and SGL 355122
Property: Roadways on the Cator Estate,
Blackheath and land in
Blackheath Park

T H I S D E E D is made the *thirteenth* day of
December One thousand nine hundred and eighty-*two*

B E T W E E N BLACKHEATH CATOR ESTATE RESIDENTS LIMITED whose
registered office is situate at 87 Blackheath Park Blackheath London SE3
OEU (hereinafter called "the Grantor") which expression shall be deemed
to include its successors in title) of the one part and E. GOSTLING
(BUILDERS) LIMITED of Holly road Hampton Hill Middlesex (hereinafter
called "the Grantee" which expression shall be deemed to include its
successors in title) of the other part

W H E R E A S :-

- (1) The Grantor is the registered proprietor of the roadways verges and footpaths (hereinafter called "the Estate Roads") on the Cator Estate Blackheath in the London Borough of Greenwich and Lewisham all which said roadways are registered at H.M. Land Registry with Title Absolute under Title Number SGL 25810
- (2) The Grantee intends to develop a site known as Allotment Site Blackheath Park to erect dwellinghouses and flats which land (hereinafter called "the Development") is registered under Title Number SGL 355122 and desires rights of way to and from the Development over the Estate Roads belonging to the Grantor and also to lay drains sewers pipes and wires under the Estate Roads to connect to the Development and to make a connection to the Estate



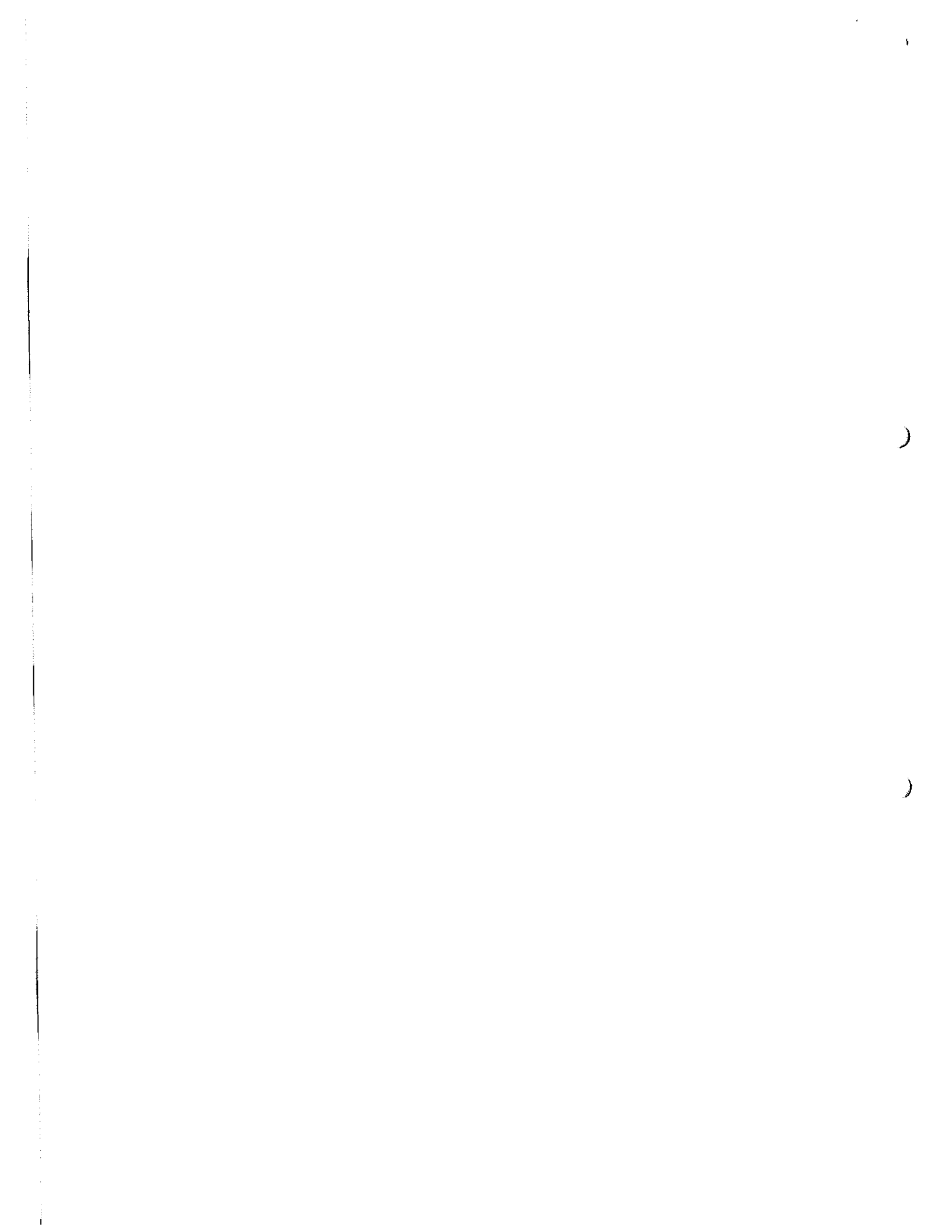
Roads

(3) The Grantor has agreed to grant such rights of way and drainage in consideration of covenants by the Grantee hereinafter contained

N O W THIS DEED WITNESSES as follows:-

1. IN CONSIDERATION of the sum of TWENTY-SIX THOUSAND ONE HUNDRED POUNDS (£26,100.00) paid by the Grantee to the Grantor in instalments as more particularly detailed in the Schedule hereto and of the terms and conditions hereinafter contained the Grantor as beneficial owner of the Estate Roads HEREBY GRANTS unto the Grantee and his successors in title:-

- (a) FIRSTLY ALL THAT the full right and liberty for the Grantee and his successors in title and the owners and occupiers for the time being of the Development and every part thereof at all times hereafter and for all purposes with or without vehicles to go pass and repass along all or any of the Estate Roads now laid or within Twenty-one years from the date hereof to be laid and comprised in Title Number SGL 25810 from and to the Development to and from the public highway
- (b) SECONDLY full right and liberty for the Grantee and his successors in title the owners and occupiers for the time being of the land comprised in the Development and any part or parts thereof for the time being to connect with and use the sewers drains watercourses wires cables and pipes and other services laid under the said Estate Roads comprised in Title Number SGL 25810 at the date hereof (or to be laid thereunder within a period of Twenty-one years from the date hereof) together with the right to enter on the said Estate Roads comprised in Title Number SGL 25810 now laid (or within twenty-one years of the date hereof to be laid) for the purpose of connecting



to repairing renewing inspecting and maintaining the said sewers drains watercourses wires cables and pipes and other services to the said dwellinghouses

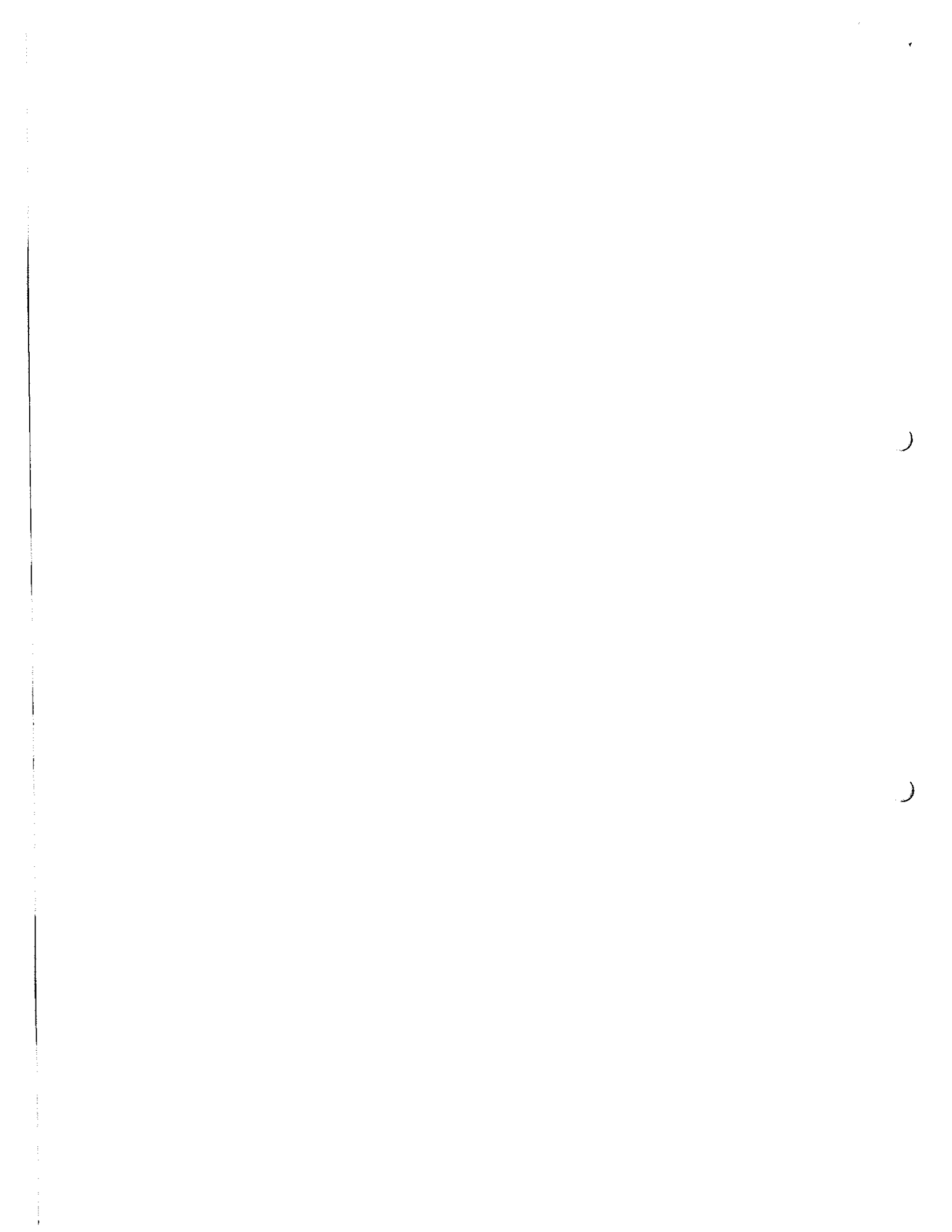
- (c) The right to construct accesses for pedestrians and vehicles leading from the Development into Blackheath Park and thence to the Estate Roads and the right thereafter to pass and repass with or without vehicles over the same

TO HOLD unto the Grantee in fee simple as appurtenant to the land comprised in the Development and each and every part thereof

2. THE Grantee for itself and its successors in title hereby covenants with the Grantor and its successors in title as owner or owners of the Estate Roads or any of them to procure that every purchaser of a dwelling on the land comprised in the Development purchases Two Shares in the Grantor Company at face value and enters into a direct covenant with the Grantor that they and their successors in title will pay as from the date of purchase of the said dwelling to the Grantor a fair proportion (to be determined by the Grantor on the basis of a notional frontage of ~~40~~ 40 feet for each dwellinghouse having two or three bedrooms 50 feet for each dwellinghouse having four or five bedrooms and 20 feet for each flat or maisonette erected on the land comprised in the Development) of the expenses incurred by the Grantor in the previous year of maintaining repairing cleansing and keeping in good order and condition the paving and roadway of the Estate Roads and a fair proportion of the expenses (including all expenses incurred in employing a commissionaire or warden if in the opinion of the Grantor this is deemed to be necessary or desirable) of preserving the amenities of premises fronting the Estate Roads by keeping the Estate Roads free from obstruction and maintaining the same as private ways and to observe and perform all reasonable rules

40 ft
vs. 3-8, 10-15, 17, 18

20 ft
Nos. 1, 2, 9, 16



and regulations which the Grantor may from time to time determine in respect of the use of the Estate Roads and which shall have been notified to the Grantee

3. THE Grantee HEREBY FURTHER COVENANTS with the Grantor as follows:-

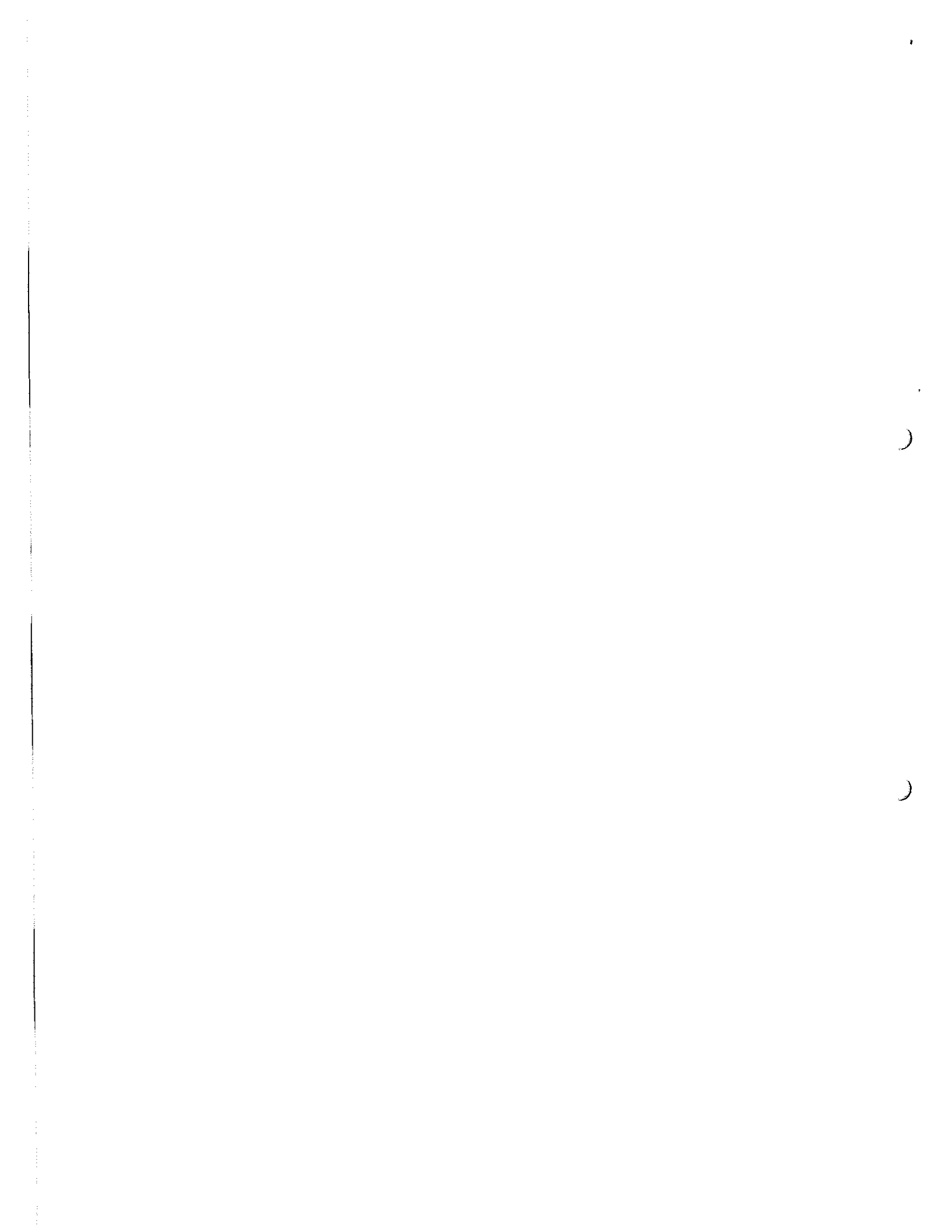
(a) To make good to the satisfaction of the Grantor's Surveyor any damage caused to the Estate Roads which has not been made good in accordance with the terms hereof

(b) Not to permit work on the site to be carried out other than between the hours of 7.30 a.m. and 5.30 p.m. on Mondays to Fridays and between 7.30 a.m. and 12.30 p.m. on Saturdays during the carrying out of the Development and to use its best endeavours to ensure that no lorries or other vehicles which are used in any way in connection with the Development pass over and along the Estate Roads other than between the hours of 7.30 a.m. and 5.30 p.m. on Mondays to Fridays and between 7.30 a.m. and 12.30 p.m. on Saturdays during the carrying out of the Development except in special circumstances as may from time to time be agreed with the Grantor's Surveyor

(c) To use its best endeavours to ensure that all lorries and other heavy vehicles passing over and along the Estate Roads during the carrying out of the Development shall not exceed the speed limit of Twenty miles per hour And to encourage all such vehicles to approach and leave the Estate along Morden Road

(d) To use its best endeavours to prevent any vehicles owned by it or by the Contractor or Contractors or by any of the workmen on the Development from parking on any of the Estate Roads

(e) To use its best endeavours to prevent the stacking or depositing of skips or of any materials whatsoever on the surface of the



Estate Roads

- (f) Not to obstruct the Estate Roads or prevent the ingress egress and regress of vehicles to other properties fronting the Estate Roads and to use its best endeavours to ensure that the surface of the Estate Roads is kept clear of all deposits left by the Contractor or Contractors and/or their vehicles including private vehicles belonging to employees for which parking facilities will be provided on the site
- (g) Not to permit any caterpillar wheeled vehicles used in connection with the Development to pass over and along the Estate Roads
- (h) To use its best endeavours to ensure that the Secretary of the Grantor is notified as soon as practicable of any damage caused to the surface or otherwise of the Estate Roads by any vehicles used in connection with the carrying out of the Development and to ensure that all such damage (fair wear and tear excepted) is repaired as quickly as possible to the reasonable satisfaction of the Grantor
- (i) Not to commence any work relating to the construction and laying of the said drains sewers pipes and wires in the land of the Grantor without first obtaining the approval of the Local Authority to the specification and plan of the proposed work
- (j) Subject as aforesaid to do all works and things hereby authorised to be done upon or affecting the land of the Grantor in a good and workmanlike manner in full compliance with the requirements of the Local Authority and so as to cause no unnecessary damage to or disturbance to the said land and forthwith to make good any such damage or disturbance
- (k) To execute and do all such repairs which may be necessary or which may be required by the Local Authority to be executed or done to the said system of drains sewers pipes and wires serving the land of the

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Grantor and of any adjoining property served by the said system insofar as such repairs are necessary to enable the new connection to be made

(l) To apply for Planning Permission for a compound and store within the Development with access to Blackheath Park for the use and occupation of the Grantor the cost of provision thereof to be agreed by the parties hereto or in default of such agreement assessed by an independent valuer appointed by the parties jointly or in default of agreement by the President or other authorised officer for the time being of the Royal Institution of Chartered Surveyors and to be paid by the Grantor to the Grantee

(m) To keep the Grantor indemnified against all actions claims and demands that may be brought or made against it pursuant to or by virtue of this Deed or by reason of anything done by the Grantee in exercise or in purported exercise of the rights and liberties hereby granted

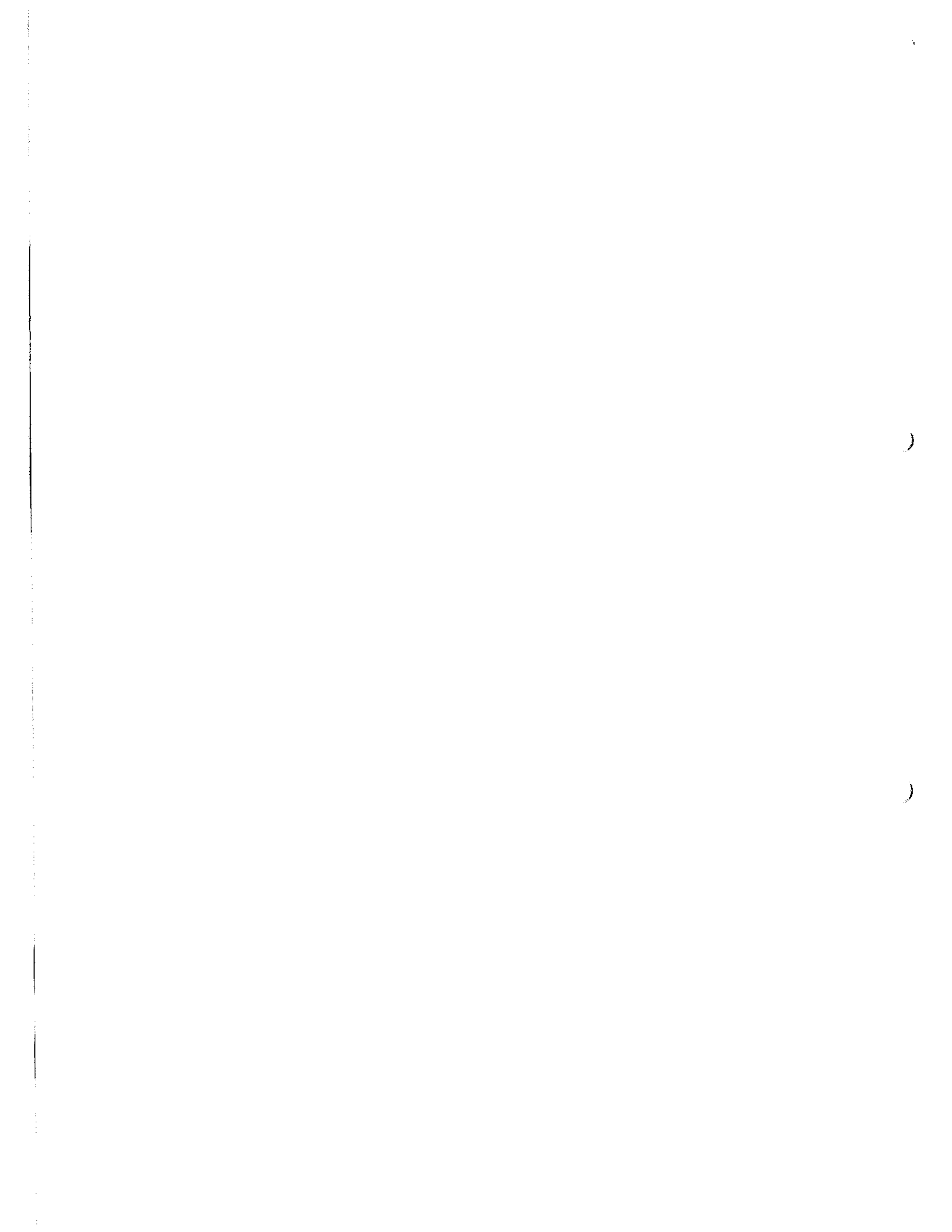
(n) To produce to the Grantor plans showing the landscaping scene at the same time as they are sent to the Local Authority

(o) To abide by any other reasonable requirements which the Grantor may from time to time determine in respect of the user of the Estate Roads

(p) To pay all reasonable legal costs and Surveyors' charges in connection with the grant and preparation of this Deed

4. THE parties hereto apply to the Chief Land Registrar to enter a note of this Deed on the Registers of the Title under Titles numbered SGL 25810 and

5. AND 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




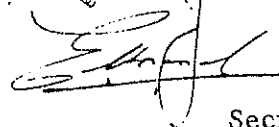
amount or value of the consideration exceeds Thirty thousand pounds

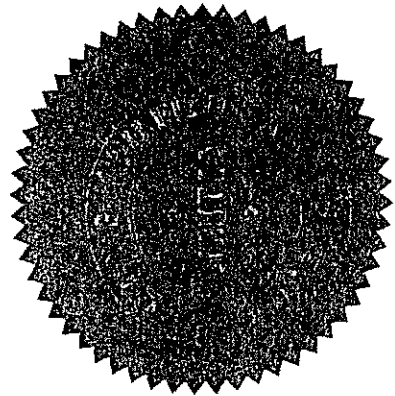
I N W I T N E S S whereof the Grantor and the Grantee have
caused their respective Common Seals to be hereunto affixed the day and
year first before written

THE SCHEDULE above referred to

One instalment of £5,220.00 on the signing hereof		
One instalment of £5,220.00 on	13 th June	1983
One instalment of £5,220.00 on	13 th December	1983
One instalment of £5,220.00 on	13 th June	1984
The balance on	13 th September	1984

THE COMMON SEAL of E. GOSTLING)
(BUILDERS) LIMITED was hereunto)
affixed in the presence of:-)

 Director
 Secretary



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BLACKHEATH CATOR ESTATE
RESIDENTS LIMITED

- to -

E. GOSTLING (BUILDERS)
LIMITED

COUNTERPART/

DEED OF GRANT

relating to Roadways on the
Cator Estate and Land in
Blackheath Park, Blackheath,
S.E.3.

