NORFOLK COUNTY COUNCIL (1)

- and -

BDW TRADING LIMITED (2)

- and -

MICHAEL JOHN KEELER and DEBORAH JANET KEELER (3)

S278 Agreement (with dedication)
DEVELOPER DESIGN AND BUILD

AGREEMENT
relating to land to the East of Holt Road,
Horsford

Head of Law
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

THIS AGREEMENT is made by Deed
the 15th day of June 2018
(1) NORFOLK COUNTY COUNCIL of County Hall, Martineau Lane, Norwich, NR1 2DH (the "County Council"); and

(2) BDW TRADING LIMITED (Company No. 03018173) of Barratt House, 7 Springfield Lyons Approach, Chelmsford, Essex CM2 5EY whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF (the "Owner 1")

(3) MICHAEL JOHN KEELER and DEBORAH JANET KEELER both of The Flagcutters Public House, 360 Holt Road, Horsford, Norwich, Norfolk, NR10 3EE (the “Owner 2”)

Owner 1 and Owner 2 shall be referred to as the “Owners”

RECITALS:-

(1) The County Council is the Highway Authority within the meaning of the Highways Act 1980 for the area within which the Land is situated and has powers under parts III and or V of the Highways Act 1980 to carry out the Works and wishes to secure the execution of the Works on the terms and conditions of this Agreement on behalf of and at no cost to the County Council being satisfied that it will be of benefit to the public

(2) This Agreement is made pursuant to Parts III and or V and section 278 of the Highways Act 1980 section 111 of the Local Government Act 1972 section 38 of the Highways Act 1980 and all other enabling powers

(3) The Owner 1 wishes to carry out the Development and the Works afford an access or other facility to the Development and is the registered proprietor of part of the Land registered at HMLR under title number NK477939 which includes easement land and Dedication Land

(4) The Owner 2 is currently the registered proprietor of part of the Land registered at HMLR under title numbers NK382297 and the whole of the Land registered at HMLR under title number NK275388 and is a party to this Agreement for the purposes of dedicating the part of the Dedication Land currently registered under
DEFINITIONS & INTERPRETATION:-

1.1 In this Agreement unless the context otherwise requires the following words shall have the following meanings:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Admin Fee”</td>
<td>means the sum of £19,192.12</td>
</tr>
<tr>
<td>“Bond”</td>
<td>means a performance bond securing the Bond Sum with a financial institution approved by the County Council in a form approved by the County Council (and for the avoidance of doubt Owner 1 is referenced as ‘Developer’ within this document)</td>
</tr>
<tr>
<td>“Bond Sum”</td>
<td>means the sum of £959,606.00 being a guarantee for the due performance of the obligations and covenants contained in this Agreement</td>
</tr>
<tr>
<td>“Certificate of Final Completion”</td>
<td>means a certificate issued by the County Council following completion of the Defects Period and satisfactory completion of any Remedial Works</td>
</tr>
<tr>
<td>“Certificate of Substantial Completion”</td>
<td>means a certificate issued by the County Council confirming completion of the Works which for the avoidance of doubt includes ALL items listed within Schedule 1 and the registration and completion of the Deed of Grant under title numbers NK477939 and NK479160 in favour of Owner 1 and the County Council pursuant to the Transfer</td>
</tr>
<tr>
<td>“Committed Maintenance Sum”</td>
<td>means the sum of £146,776.00 towards the future cost of maintenance of the Works such sum to be Index Linked</td>
</tr>
<tr>
<td>“Dedication Land”</td>
<td>means the land shown hatched pink on the plan numbered 22587_03_050_01.2 attached to this Agreement part of which falls under Owner 1’s title number NK477939 and part of which currently falls under the Owner 2’s title number NK275388 (pending registration of the Transfer)</td>
</tr>
</tbody>
</table>
| “Deed of Grant”             | means a deed substantially in the form annexed at
AGREEMENT:-
Owner 1’s Covenants

1. The Owner 1 hereby covenants with the County Council as follows:-

Works
1.1 To carry out the Works at the Owner 1's expense to the reasonable satisfaction of the County Council

Bond
1.2.1 On the date of this Agreement to enter into a Bond as a guarantee for the due performance by the Owner 1 of the covenant in 1.1
1.2.2 Where the Works have not been completed within twelve months of the date of this Agreement the Owner 1 shall amend the Bond Sum to such sum as the County Council may reasonably determine on or after the first anniversary of this Agreement and thereafter at no less than 12 monthly intervals

Traffic Regulation Orders
1.3.1 To pay to the County Council within 28 days of receipt of a demand from the County Council a sum to cover the costs reasonably incurred by the County Council associated with the making and implementation of any TRO

AND
1.3.2 Not to commence the Works until the TROs have been made as certified by the County Council

Consents for the Works
1.3 To obtain (at no cost to the County Council) all necessary statutory consents orders, easements or licences and the like prior to the commencement of the Works and supply to the County Council such information as the County Council require in order to carry out their obligations under Part III of the New Roads and Street Works Act 1991 (control and co-ordination of street works)

Co-ordination of Street Works
1.4 To comply with any reasonable request of the County Council the purpose of which is to ensure that the County Council meet their obligation under Section 59 of the New Roads and Street Works Act 1991

Drawings
1.5 Upon adoption of the Works to give to the County Council copies of the health and safety file prepared under the Construction (Design and Management) Regulations 2015 or any successor act or provision to include "as built" drawings documents
and maintenance records for the Works in a form and reasonable quantity to be approved by the County Council such approval not to be unreasonably withheld.

Compensation

1.6 To reimburse the County Council within 28 days of demand:-

1.6.1 any compensation properly paid by the County Council under Parts I and II of the Land Compensation Act 1973 or Regulations made thereunder or any statutory modification or re-enactment thereof as a result of the carrying out of or use of the Works and

1.6.2 any damages for nuisance or negligence or claims under the Human Rights Act 1998 properly paid or met by the County Council as a result of the carrying out of the Works

1.6.3 together in both cases with all fees costs and expenses reasonably and properly incurred by the County Council in connection therewith all as reasonably certified by the County Council

PROVIDED THAT:

(i) Where such a claim arises partly or wholly as a result of any negligent act or omission of the County Council this shall be taken into account when calculating any claims and costs payable; and

(ii) the County Council shall notify the Owner 1 within a reasonable period of time of receipt of any claims actions demands or proceedings in respect thereof; and

(iii) the County Council shall keep the Owner 1 informed of the nature of the claim demand and/or action and the stage such claim demand or action has reached; and

the County Council shall take into account any representations made by the Owner 1 within 10 working days of notification of the claim to the Owner 1.

Costs

1.7 to pay to the County Council the following sums:-

1.7.1 The County Council's reasonable and proper legal costs on this agreement upon completion

1.7.2. the Admin Fee upon completion of this Agreement to cover the costs incurred by the Planning & Transportation Department in connection with this Agreement

1.7.3. A sum to cover the actual staff costs (including overheads) incurred by the County Council in approving any revised plans or drawings for the Works and in checking the as built drawings supplied pursuant to this Agreement within 28 days of demand.
1.7.4. Any further costs in respect of design work or approval of design work carried out or checked by the County Council or its agents.

1.7.5. A sum to cover the actual costs (including overheads) incurred by the County Council in ascertaining the prevailing noise levels for eligible buildings within the meaning of the Noise Insulation Regulations 1975 or any statutory modification or re-enactment thereof insofar as they apply to the Works within 28 days of demand.

1.7.6. A sum to cover the actual costs (including overheads) incurred by the County Council in supervising the carrying out of the Works within 28 days of demand. Such sums to be paid within 28 days of demand (or on completion of this Deed where specified) and in any event prior to the issue of the Certificate of Substantial Completion and / or Certificate of Final Completion as the case may be.

**Maintenance Contribution**

1.8 Prior to the issue of the Certificate of Substantial Completion to pay the Commuted Maintenance Sum to the County Council.

**Assignment**

1.9 The Owner 1 shall not assign this Agreement without the consent of the County Council.

**Easements**

1.9.1 to deliver the Deed of Grant to the County Council in two parts signed by the Owner 1 within 7 days of the Transfer being registered at HM Land Registry.

1.9.2 following completion of the Deed of Grant to register the Deed of Grant at HM Land Registry at their/its/his own cost against title numbers NK477939 and NK479160 and provide a certified copy of the amended titles within 14 working days of completion of registration.

1.9.3 to pay the County Council's reasonable costs in connection with the Deed of Grant.

**Owners' Covenants**

**New Public Highway**

1.10 Upon commencement of the Works the Owners hereby give up and dedicate the Dedication Land as highway for use by the public.

**Sale of the Land**
1.11 To notify the County Council within seven days of a sale lease or other disposition of the Land (and for the avoidance of doubt this provision shall not apply to the sales of part).

**County Councils Obligations**

**Traffic Regulation Orders**

2.1 Subject to compliance by the Owner 1 with its obligations under this agreement the County Council will promote the TRO's

**Authority for the Works**

2.2 The County Council subject to compliance with this Agreement hereby authorises the execution of the Works on its behalf in the highway by the Owner 1 or by a contractor introduced by the Owner 1

**Discharge of bond**

2.3. The County Council agrees that on the date issue of the Certificate of Substantial Completion the amount of the Bond Sum shall be reduced by 80% and the remaining 20% shall be discharged on the first anniversary of such certificate provided that the Remedial Works have been completed to the satisfaction of the County Council in accordance with this Agreement or if later upon the satisfactory completion of such Remedial Works

**Adoption of new highway**

2.4. Upon the date of the Certificate of Substantial Completion the Dedication Land shall become maintainable at the public expense without prejudice to the Owner 1's obligation to deal with Remedial Works

**Costs Breakdown**

2.5. The County Council shall in respect of any undefined sums to be paid by the Owner 1 deliver to the Owner 1 if so requested in writing a breakdown of all costs incurred by the County Council

**3. Other agreed matters**

**Arbitration**
3.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.

3.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

3.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.

3.4 Nothing in this clause shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings.

Late Payment

3.5 All sums payable by the Owner 1 under this Agreement shall carry interest at the rate of 4% above the base rate of the Barclays Bank PLC from the date due until payment.

Waiver of Breaches

3.6 No waiver (whether express or implied) by the County Council of any breach or default by the Owner 1 or their successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owner 1 or their successors in title or assignees.

Third Parties

3.7 The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a

Enforceability

3.8 Covenants given by more than one party can be enforced against them individually or jointly.
Determination

3.9. In the event of any sale transfer charge or other disposition of the Dedication Land prior to the commencement of the Works this Agreement shall absolutely determine
NOTES:

1. VARIOUS DESIGN SERIES OMITTED FOR CLARITY.

2. DO NOT SCALE FROM THIS DRAWING.

3. THIS DRAWING SHOULD NOT BE USED FOR OTHER THAN ITS INTENDED PURPOSE.

4. DIMENSIONS SHOWN ARE IN METRES UNLESS OTHERWISE STATED.
SCHEDULE 1
Part 1 - The Works

1. The formation, laying out and construction of provision of a roundabout on the B1149 at the junction of Green lane as shown on General Layout Drawing No.s 22587_03_020_01.1 Rev K and 22587_03_020_01.2 Rev I attached and the other drawings listed in the Drawing Issue Register attached to part 2 or such other Drawings as may be approved by the County Council.

2. The provision/alteration of any necessary surface water drainage systems all as reasonably required by the County Council

3. The reinstatement resurfacing re-grading re-seeding or where necessary the construction in full or in part of the existing highway disturbed by the carrying out of the Works described above all as reasonably required by the County Council.

4. The provision and laying of all road markings reasonably required by the County Council.

5. The re-siting or provision erection and connection of all street lighting columns where required including services for both temporary and permanent arrangements in connection with the works.

6. The re-siting or provision and erection of all traffic signs reasonably required by the County Council including services for both temporary and permanent arrangements in connection with the works.

7. All statutory undertakers' diversion works and the making good of any damage caused to any statutory undertakers' installation as a result of the carrying out of the Works

8. The execution of any additional works or works of amendment as may be required following the completion by the County Council of any Road Safety Audit in respect of the Works in accordance with Norfolk County Council procedures based on the Department of Transport Safety and Traffic Department Standard HD 19/03 or any similar procedures that may be in force from time to time

9. All necessary ancillary highway works.
Part 2 – The Drawings
<table>
<thead>
<tr>
<th>Drawing Number</th>
<th>Title</th>
<th>Scale</th>
<th>Decimal</th>
<th>Date of Drawing Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2387M_O1000</td>
<td>Site Layout Plan</td>
<td>A1</td>
<td>1:1250</td>
<td></td>
</tr>
<tr>
<td>2387M_O1001</td>
<td>Vehicle Tracking</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O1002</td>
<td>Vehicle Tracking</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O1003</td>
<td>Vehicle Tracking</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2001</td>
<td>General Arrangement</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2002</td>
<td>General Arrangement</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2003</td>
<td>Site Grooves</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2004</td>
<td>Site Grooves</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2005</td>
<td>Land Trench</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2006</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2007</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2008</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2009</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2010</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2011</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2012</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2013</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2014</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2015</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
<tr>
<td>2387M_O2016</td>
<td>Temporary Ditching</td>
<td>A1</td>
<td>1:100</td>
<td></td>
</tr>
</tbody>
</table>

### Table Notes
- Scale: The scale of each drawing is indicated (e.g., 1:1250, 1:100).
- Decimal: The decimal ratio of the scale.
- Date of Drawing Issue: The date when the drawing was issued.

---

**ISSUED TO**
- Client: Barratt David Wilson Homes
- Quantity: 6

**TYPE OF ISSUE**
- PRELIMINARY
- INFORMATION/PROPOSAL
- TENDER
- CONTRACT
- AS-BUILT

**DRAWING APPROVED FOR CONSTRUCTION**
- NCC (DESIGN) DATED: 7/7/89

**INITIALS DATE**
- MM/DD/YY

---

**DRAWING ISSUE REGISTER**
- Client: Barratt David Wilson Homes
- Sheet: 02
- Project: Horsford Phase 2, Norfolk, S278

---

**MEC**
- Logo

---

**DRAWING ISSUE REGISTER**
- Client: Barratt David Wilson Homes
- Sheet: 02
- Project: Horsford Phase 2, Norfolk, S278

---

**MEC**
- Logo
SCHEDULE 2
General Provisions and administration

(1) The name of any contractor introduced by the Owner 1 shall be notified in writing to the County Council not less than twenty-eight days before the commencement of the Works.

(2) The Owner 1 shall only be entitled to introduce contractors who are specifically approved by the County Council such approval not to be unreasonably withheld or delayed.

(3) The Owner 1 shall upon receiving a written request produce to the County Council for inspection any contract documents in respect of the Works.

(4) (a) The Works shall be carried out:-
   (i) In accordance with a timetable to be approved by the County Council before the commencement of the Works such approval not to be unreasonably withheld or delayed.
   (ii) Under the supervision of the County Council.
   (iii) In accordance with the reasonable requirements and specifications of the County Council.
   (v) So as to ensure the safety of the public at all times during the carrying out of the Works.
(b) The Works shall not be commenced until the Owner 1 have received from the County Council a written authorisation to commence the Works such authorisation not to be unreasonably withheld or delayed.

(5) The Owner 1 shall be responsible for producing contract drawings for the Works which shall require the approval of the County Council such approval not to be unreasonably withheld or delayed.

(6) During the carrying out of the Works the Owner 1 shall provide free of charge within the site or in its immediate vicinity a suitable office for use by the County Council for the purpose of the Works.
(7) The Owner shall be responsible for ensuring that any requirements of statutory undertakers are met prior to the commencement of the Works and the cost of any works required by the statutory undertakers shall be met in full by the Owner

(8) The Works shall be completed to the reasonable satisfaction of the County Council who shall give the Owner a Certificate of Substantial Completion as soon as reasonably possible after satisfactory completion of the Works (which for the avoidance of doubt shall not be provided until the registration of the Deed of Grant under title numbers NK477939 and NK479160 in favour of Owner and the County Council pursuant to the Transfer) has been completed

(9) The Owner shall be responsible for the Remedial Works during the Defects Period

(10) Nothing in this Schedule shall imply any obligation on the part of the County Council to the Owner or to any other person to ensure that the Works or any part or parts thereof are properly designed and constructed and the County Council shall have no responsibility for producing any documentation for the Works including schedules, designs, calculation and contract drawings

(11) (a) The County Council reserve the right to terminate forthwith in writing the arrangement whereby the Owner (or their contractor) carry out the Works if the conditions set out in this Agreement are not strictly complied with

(b) Upon termination under Paragraph (11)(a) above the County Council shall be entitled to call in the Bond for the purposes either of completing the Works or reinstating the site to its condition immediately prior to the commencement of the Works

(12) In the event of the County Council terminating these arrangements they shall not be liable in any way for any direct or indirect loss resulting from termination

(13) The County Council its servants and authorised agents shall at all times during the Works and the Defects Period have access to the Works

(14) (a) Throughout the execution of the Works and the Defects Period the Owner shall insure against any damage, loss or injury which may occur to any property or to any person by or arising out of the execution of the Works such insurance to be
effected with an insurer in terms approved by the County Council for FIVE MILLION POUNDS (5,000,000) for any one claim
(b) Prior to the commencement of the Works the Owner shall forward to the County Council evidence of their insurance cover

(15) (a) A competent and authorised representative of the Owner shall be available throughout the carrying out of the Works
(b) Such authorised representative shall receive on behalf of the Owner directions from the County Council or the County Council’s representative and shall be competent to determine the action required and act accordingly

(16) The Owner shall be responsible for the proper execution and maintenance of the Works and shall indemnify and keep indemnified the County Council against:-
(a) all losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works and
(b) all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto (This liability to indemnify the County Council shall be reduced proportionately to the extent that the said loss injury or damage is proved to be contributed to by the act or neglect of the County Council or its servants)

(17) The Owner covenants with the Owner 2 (and each of them) that the Owner 2 is only a party to this Agreement pending registration of the Transfer and that the Owner 1 is responsible for compliance with all of the provisions of this Agreement and will indemnify the Owner 2 against all actions, claims, demands and proceedings taken or made against the Owner 2 and all costs, damages, expenses, liabilities and losses incurred by the Owner 2 arising from their breach.
SCHEDULE 3

DATED 2018

BDW TRADING LIMITED

-and-

THE NORFOLK COUNTY COUNCIL

GRANT OF AN EASEMENT

relating to Land at Holt Road, Horsford

Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH
THIS DEED OF GRANT is made the day of 2018

BETWEEN:

(1) BDW TRADING LIMITED (Company No. 03018173) of Barratt House, 7 Springfield Lyons Approach, Chelmsford, Essex CM2 5EY whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("the Grantor"); and

(2) Norfolk County Council of County Hall, Martineau Lane, Norwich, Norfolk ("the Grantee")

NOW THIS DEED WITNESSES as follows:

1 Definitions and Interpretations

| 1.1 "the Plan"                     | the plan attached to this Deed |
| 1.2 "the Servient Land"            | the land shown coloured blue on the Plan which forms part of the land described in a Title Number NK479160 and NK477939 |
| 1.3 "the Dominant Land"            | means all the land drained or entitled to be drained by the Drains either now laid or to be laid within the Perpetuity Period under the roads which connect into the Drains and intended to be benefited by the grant of the Rights and each and every part of the Dominant Land which is capable of benefit by the grant |
| 1.4 "the Drains"                   | the soakaways and any surface water drain and manholes installed or to be installed within the Perpetuity Period by the Grantee in or under the Servient Land in the approximate position indicated and coloured blue on the Plan for the purpose of draining surface water from the Dominant Land |
| 1.5 "the Works"                    | means the works relating to the construction excavation and installation of soakaways for |


| 1.6  | "the Rights" | the rights details of which are set out in Clause 3 granted out of the Servient Land for the benefit of the Dominant Land |
| 1.7  | "the Grantor" & "the Grantee" | shall have the meaning specified in Clauses (1) and (2) and shall include their respective successors in title and in the case of an individual or individuals their respective estate and effects and the last survivor of them and the survivors estate and effects as the case may be and persons deriving title under the Grantor and the Grantee respectively |

1.9 If any party to this Deed is at any time more than one person the obligations and liabilities of the party in question shall be joint and several obligations and liabilities

1.10 Words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body

2. **GRANT**
The Grantor with full title guarantee of the Servient Land grants to the Grantee the Rights TO HOLD unto the Grantee in fee simple

3. **THE RIGHTS**
The Rights granted by Clause 2 are:

3.1 carrying out the Works and

3.2 the right to retain the Drains and

3.3 the right to drain surface water from the Dominant Land through the Drains
3.4 for the Grantee and its authorised agents contractors and workmen to enter the Servient Land with or without plant and machinery by prior arrangement with the Grantor (except in cases of emergency) for the purposes of constructing cleansing inspecting maintaining repairing relaying removing replacing and renewing the Drains

3.5 the right to use the Drain for the purpose for which it is intended

4. **THE GRANTOR’S OBLIGATIONS**

The Grantor covenants with the Grantee to the intent and so as to bind the Servient Land into whosoever hands it may come and for the benefit and protection of the Dominant Land that the Grantor shall at all times hereafter observe and perform the following stipulations and restrictions in relation to the Servient Land:

4.1 not without the prior written consent of the Grantee:

4.1.1 to erect thereon any building structures or constructions of whatsoever nature over the Drains

4.1.2 to deposit soil or materials thereover over the Drains

4.1.3 to excavate in over the Drains or

4.1.4 to plant any deep rooted shrubs hedge or trees on that part of the Servient Land which lies within 5 metres either side of the centre line of the Drain

4.2 not to knowingly do anything which may impede or interfere with the exercise of the Rights

4.3 not to allow the surface of the Servient Land to fall into disrepair so as to damage impede or restrict the use of the Drains

5. **THE GRANTEE’S OBLIGATIONS**

The Grantee covenants with the Grantor that in exercising the Rights it shall:

5.1 make good any damage caused to the Servient Land to the reasonable satisfaction of the Grantor

5.2 at all times hereafter keep the Drain in good and substantial repair and condition

6. **NOT USED**

7. **PERPETUITIES**

It is agreed and declared that the Rights shall be exercisable only if its or their subject matter shall come into existence within the period of 80 years from the date
hereof which shall be the perpetuity period applicable to this Deed ("the Perpetuity Period")

8. **LAND TRANSACTION**
   It is certified that the grant is for no chargeable consideration and is therefore exempt from Stamp Duty Land Tax under Schedule 3 of the Finance Act 2003

9. **REGISTRATION**
   the Grantor confirms that within 5 working days of the date of this Agreement they/it/he shall apply to the Land Registry to register this Deed at their/its/his own cost against title number NK479160 and NK477939 and provide a certified copy of the amended title to the County Council within 14 working days of completion of registration

10. **FEES**
    the Grantor shall pay the County Council's reasonable costs in connection with this Deed of Grant on completion of this Deed

11. **HEADINGS**
    The Clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation

12. **THIRD PARTY RIGHTS**
    The parties intend that no person who is not a party to this Deed is to have the benefit of or be capable of enforcing any term of this Deed as a result of the Contracts (Rights of Third Parties) Act 1999
13. **DELIVERY**
The document is executed as a Deed and is delivered on the date stated at the beginning of this Deed

THE COMMON SEAL of
THE NORFOLK COUNTY COUNCIL
was hereunto affixed
in the presence of:-

Chief Legal Officer

---

**EXECUTED AS A DEED** by

and

as the Attorneys on behalf of

**BDW TRADING LIMITED**
in exercise of the Power conferred upon them by a Power of Attorney
dated
In the presence of:
IN WITNESS whereof the parties hereto have executed and delivered this Deed the day and year first before written

THE COMMON SEAL of THE NORFOLK COUNTY COUNCIL was hereunto affixed in the presence of:-

Authorised to sign on behalf of Chief Legal Officer

Chief Legal Officer

EXECUTED AS A DEED by

and as the Attorneys on behalf of BDW TRADING LIMITED in exercise of the Power conferred upon them by a Power of Attorney dated 26/03/18.

In the presence of:

7 Syrinx Field Leymus Approach Chelmsford Essex CM2 5EY

Daniel Rapson

Andrew Powell
SIGNED as a DEED by
MICHAEL JOHN KEELER

in the presence of:— ( 

Witness

Name Joanne keeler

Address Sharps Hall Farm, Mill Lane, Horshod
Norwich NR10 5ES

Occupation Farmer

---

SIGNED as a DEED by
DEBORAH JANET KEELER

in the presence of:— ( 

Witness

Name Joanne keeler

Address Sharps Hall Farm, Mill Lane, Horshord
Norwich NR10 5ES

Occupation Farmer