

DATED

**CHRISTOPHER SPENCER GOSLING and ANDREW
CHARLES PEAKE**

**JILL BLAKE, RICHARD FLETCHER, JEFFREY
FLETCHER and WENDY HAMMOND**

DEED OF EASEMENT

**relating to
land being Sluice Common, Whin Common and common land at Denver**

Birketts

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THIS DEED is made on the _____ day of _____ 201[].

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: NK246571

Administrative Area: Norfolk: King's Lynn and West Norfolk

Grantee's Title Number: NK436745

Administrative Area: Norfolk: King's Lynn and West Norfolk

Parties:

- (1) **CHRISTOPHER SPENCER GOSLING** and **ANDREW CHARLES PEAKE** care of The Estate Office, Ryston Hall, Downham Market, Norfolk PE38 0AA (the "**Grantor**").
- (2) **JILL BLAKE** of Old Ford End, Old Ford Lane, Stonely, St Neots PE19 5EJ, **RICHARD FLETCHER** of 558 Falmer Road, Brighton BN2 6NA, **JEFFREY FLETCHER** of 47 Woodlands Rise, Brandon, Suffolk IP27 0NS and **WENDY HAMMOND** of 10 Purfleet Place, Kings Lynn, Norfolk PE30 1JH (the "**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:

"Accessway" the accessway to and from Sluice Road shown on Plan [] leading to and from the Grantee's Property such accessway shown for identification [coloured

green] on Plan [] forming part of the Grantor's Property and is shown edged red and coloured [] on Plan [] width of such accessway where it abuts the Grantee's Property being a minimum of [4.7 metres [for Plot 2]] [3 metres [for Plot 1]];

"Grantee's Covenants"	the covenants set out in Schedule 2;
"Grantee's Property"	such part of the freehold land and buildings at Manor House Farm, Sluice Road, Denver, Downham Market and registered at HM Land Registry under the title number as shown edged [red] on Plan [] and each and every part of it;
"Grantor's Covenants"	the covenants set out in Schedule 3;
"Grantor's Property"	freehold land being Sluice Common, Whin Common and common land at Denver and registered at HM Land Registry under the title number referred to above and each and every part of it;
"Plan 1"	the plan annexed to this Deed and marked "Plan 1";
"Plan 2"	the plan annexed to this Deed and marked "Plan 2";
"Rights"	the rights set out in Schedule 1;
"Services"	water, gas, electricity, heat, telecommunications, energy, television, data, surface water drainage, foul drainage, fuel, oil and all other services and utilities;
"Service Media"	the pipes, lines, wires, cables, sewers, drains, watercourses, channels and conduits and all structures, machinery and equipment ancillary to those items;
"VAT"	value added tax charged under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors in title 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 reference 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 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.
- 1.7 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.
- 1.8 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 include the singular.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 Any obligation in this agreement on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any phrase introduced by 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 £20,000 (inclusive of VAT) (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 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. GRANTOR'S COVENANTS

3.1 The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. GRANTEE'S COVENANTS

4.1 The Grantee covenants with the Grantor so as to bind the Grantee's Property into whoever's hands it may come, for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by any of them to use the Rights shall at all times observe and perform the Grantee's Covenants Provided that the exercise of the Rights in accordance with the terms of this Agreement shall not be in breach of the Grantee Covenants.

5. HM LAND REGISTRY

5.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this Deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

5.2 On completion of this Deed the Grantee shall:

5.2.1 apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.

5.2.2 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.

5.3 As soon as possible after completion of this Deed the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that 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. INDEMNITY

6.1 The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all reasonable and proper liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

6.1.1 any breach of any of the Grantee's Covenants;

6.1.2 any breach of the terms of this Deed;

6.2 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.

7. **JOINT AND SEVERAL LIABILITY**

7.1 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.

7.2 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.

7.3 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.

7.4 The Grantor is not liable for the death of, or injury to the Grantee or for damage to any property of it, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

8. **VAT**

8.1 Except for the consideration referred to in clause 2.1, all sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 8.3 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.

8.2 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 under the Value Added Tax Act 1994.

8.3 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.

9. TRANSFER OF THE GRANTEE'S PROPERTY AND HM LAND REGISTRY RESTRICTION

9.1 Upon a transfer of the Grantee's Property the Grantee shall procure that the transferee covenants by way of a deed covenant with the Grantor to perform the Grantee's Covenants and all other obligations of the Grantee contained in this Deed (including consenting to the entry of the restriction referred to in *clause 9.2*).

9.2 The Grantee consents to the entry of the following restriction against the Grantee's title to the 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 disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent signed by Christopher Spencer Gosling and Andrew Charles Peake care of The Estate Office, Ryston Hall, Downham Market, Norfolk PE38 0AA or their personal representatives or their conveyancer.

9.3 The Grantor agrees to provide the consent required by the restriction in *clause 9.2* when a valid deed of covenant (as referred to in *clause 9.1*) has been given to it.

9.4 The Grantee shall not be liable for any breach of the obligations of the Grantee contained in this Deed after it has transferred the whole of the interest in the Grantee's Property so long as it procures the deed of covenant referred to in *clause 9.1*.

10. TRANSFER OF THE GRANTOR'S PROPERTY AND HM LAND REGISTRY RESTRICTION

10.1 Upon a transfer or other disposition of the Grantor's Property the Grantor shall procure that the transferee or disponee (as the case may be) covenants by way of a deed covenant with the Grantor to perform the Grantor's Covenants and all other obligations of the Grantor contained in this Deed (including consenting to the entry of the restriction referred to in *clause 10.2*).

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent signed by Jill Blake of Old Ford End, Old Ford Lane, Stonely, St Neots PE19 5EJ, Richard Fletcher of 558 Falmer Road, Brighton BN2 6NA, Jeffrey Fletcher of 47 Woodlands Rise, Brandon, Suffolk IP27 0NS and Wendy Hammond of 10 Purfleet Place, Kings Lynn, Norfolk PE30 1JH or their personal representatives or their conveyancer.

10.3 The Grantee agrees to provide the consent required by the restriction in *clause 10.2* when a valid deed of covenant (as referred to in *clause 10.19.1*) has been given to it.

10.4 The Grantor shall not be liable for any breach of the obligations of the Grantor contained in this Deed after it has transferred the whole of the interest in the Grantee's Property so long as it procures the deed of covenant referred to in clause 10.1.

11. **THIRD PARTY RIGHTS**

11.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

12. **GOVERNING LAW**

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

13. **JURISDICTION**

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

This Agreement has been executed and delivered as a deed by the parties hereto on the date stated at the beginning of it.

SCHEDULE 1

THE RIGHTS

1. The right for the Grantee and those authorised by it or them in common with the Grantor and other persons having the same right to pass with or without vehicles over and along the Accessway to gain access to and egress from the Grantee's property and for all purposes connected with the use of the Grantee's Property as one or more private dwelling houses
2. The rights for the Grantee and those authorised by it at all times and in common with the Grantor and other persons having the same rights to:
 - 2.1 Enter those parts of the Grantor's Property as are unbuilt upon with or without vehicles, plant and equipment and workmen (at the Grantee's expense and in a proper and workmanlike manner) to:
 - 2.1.1 install Service Media within and/or under the Grantor's Property in the approximate position shown on Plan [] (if shown on such plan) or such other position as the Grantee shall reasonably require and afterwards to retain, inspect, maintain, repair, clean, alter, renew, replace, remove, connect to and sever connections with the Service Media;
 - 2.1.2 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 cut and leaves the Grantor's Property neat and tidy.
 - 2.2 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.
 - 2.3 Use the Service Media for the passage of Services to and from the Grantee's Property.
3. The rights for the Grantee and those authorised by it, at all times and in common with the Grantor and other persons having the same rights to:
 - 3.1 Enter the Grantor's Property with or without vehicles, plant and equipment and workmen (at the Grantee's expense and in a proper and workmanlike manner) to:
 - 3.1.1 install the Service Media on and/or over the Grantor's Property in the approximate position shown on Plan [] (if shown on such plan) or such other position as the Grantee shall reasonably require and afterwards to

retain, inspect, maintain, repair, clean, alter, renew, replace remove connect to and sever connections with the Service Media;

- 3.1.2 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 cut and leaves the Grantor's property neat and tidy.
- 3.2 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.
- 3.3 Use the Service Media for the passage of Services to and from the Grantee's Property.
4. The rights for the Grantee and those authorised by them to connect to and sever connections with and use for the passage of Services to and from the Grantee's Property the Service Media installed within, under, on and/or over the Easement Strip at the date of this Deed or installed after the date of this Deed.
5. The rights for the Grantee and those authorised by it or them and in common with the Grantor to connect into and use any Service Media installed before or after the date of this Deed within on under and/or over the Grantor's Property for the passage of Services to and from the Grantee's Property.
6. The rights for the Grantee and those authorised by it at all times and in common with the Grantor and other persons having the same rights to enter the Grantor's Property with or without vehicles, plant, equipment and workmen:
 - 6.1 to retain, inspect, maintain, repair, clean, alter, renew, replace, remove, connect to and sever connections with the Accessway;
 - 6.2 to repair, maintain, decorate, replace, renew, clean, inspect, alter, convert and remove any buildings or fences or boundary features from time to time on the Grantee's Property or between the Grantor's Property and the Grantee's Property.
7. The right to build new buildings upon and to rebuild, convert, extend, alter and carry out any other works to any buildings from time to time on the Grantee's Property and to pass with or without vehicles, plant and equipment over and along the Accessway to gain access to and from the Grantee's Property for all purposes connected with such building, rebuilding, conversion, alteration and carrying out of such works.
8. The right of support for the Grantee's Property and any buildings on it from the Grantor's Property and any buildings on it.

9. The right of overhang of the roofs, gutters, eaves, drainpipes on the building from time to time on the Grantee's Property over the Grantor's Property and the right to discharge rainwater from them onto the Grantor's Property.

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SCHEDULE 2

GRANTEE'S COVENANTS

The Grantee shall:

1. **STATUTORY REQUIREMENTS**

1.1 Comply with all laws governing the exercise of the Rights.

2. **DAMAGE**

2.1 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.

3. **NUISANCE**

3.1 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.

4. **OBSTRUCTION OR WASTE**

4.1 Not obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor .

5. **COSTS OF MAINTAINING THE ACCESSWAY**

5.1 Pay to the Grantor on written demand a fair and reasonable proportion according to use, as shall be determined by the Grantor's surveyor, of all costs properly incurred by the Grantor in complying with paragraph 2 of Schedule 3 to this Deed.

5.2 Any dispute arising in connection with the determination of the Grantee's proportion of the costs referred to in paragraph 5.1 shall be submitted to arbitration in accordance with the Arbitration Act 1996.

SCHEDULE 3

GRANTOR'S COVENANTS

The Grantor shall:

1. **INTERFERENCE WITH RIGHTS**

Not obstruct, interrupt or interfere with the exercise of the Rights by the Grantee.

2. **REPAIR**

Keep the Accessway in good repair and condition and clean and free from obstruction, subject to the Grantee paying a fair and reasonable proportion of the costs and expenses incurred by the Grantor in maintaining the Accessway in accordance with *paragraph 5, Schedule 2*.

3. **INTERFERENCE WITH OVERHEAD SERVICE MEDIA**

Not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Service Media or interfere with, impede or obstruct the Grantee's access to them.

4. **PROHIBITED ACTIVITY**

Not erect any building or structure or plant on or beneath route of the Service Media nor within 5 metres of the route of the Service Media.

Not raise the level of the surface, ground cover or composition of the ground beneath the route of the Service Media.

Not drill, dig or break up the land within 5 metres of the route of the Service Media.

Executed as a deed by)
CHRISTOPHER)
SPENCER GOSLING)
in the presence of:)

Witness Signature:

Witness Name:

Witness Address:
.....
.....

Witness Occupation:

Executed as a deed by)
ANDREW CHARLES)
PEAKE in the presence)
of:)

Witness Signature:

Witness Name:

Witness Address:
.....
.....

Witness Occupation:

Executed as a deed by)
JILL BLAKE)
in the presence of:)
)

Witness Signature:

Witness Name:

Witness Address:
.....
.....

Witness Occupation:

Executed as a deed by)
RICHARD FLETCHER)
in the presence of:)
)

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Witness Signature:

Witness Name:

Witness Address:

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Witness Occupation:

Executed as a deed by)
JEFFREY FLETCHER)
in the presence of:)
)

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Witness Signature:

Witness Name:

Witness Address:

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Witness Occupation:

Executed as a deed by)
WENDY HAMMOND)
in the presence of:)
)

Witness Signature:

Witness Name:

Witness Address:

.....

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Witness Occupation:

Draft