

DATED 30 September 2026

- (1) THE RIGHT HONOURABLE JAMES SHAUN
CHRISTIAN WELBORE ELLIS SEVENTH EARL OF
NORMANTON, LADY PORTIA CAROLINE BAKER
AND LADY MARISA CHARLOTTE WHITE
- (2) ALLISON HOMES LIMITED
- (3) CROWLAND PARISH COUNCIL

DEED OF GRANT OF EASEMENTS
Relating to Land at Clout Drove, Crowland, Lincolnshire

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DATE

30/09/

2026

PARTIES

- (1) **THE RIGHT HONOURABLE JAMES SHAUN CHRISTIAN WELBORE ELLIS SEVENTH EARL OF NORMANTON** of Estate Office, Somerley, Ringwood BH24 3PL and **LADY PORTIA CAROLINE BAKER** of Stillands, Shillinglee Road, Chiddingfold, Godalming GU8 4SX and **LADY MARISA CHARLOTTE WHITE** of Astwick Farmhouse, Croughton, Brackley NN13 5LL (the **Grantor**);
- (2) **ALLISON HOMES LIMITED** incorporated and registered in England and Wales with company number 06235048 whose registered office is at Fleet House Cygnet Road, Hampton, Peterborough, England, PE7 8FD (the **Grantee**); and
- (3) **CROWLAND PARISH COUNCIL** of Parish Room, Hall St, Peterborough PE6 0EW (the **Tenant**).

INTRODUCTION

- (A) The Grantor is the freehold owner of the Grantor's Land.
- (B) The Grantee is the freehold owner of the Development Site.
- (C) The Grantee desires to lay construct retain and use the Service Media in under and through the Easement Strip in order to discharge surface water into the Grantor's Drain.
- (D) The Grantor has agreed with the Grantee to grant the Easements and to enter into the Covenants in this deed for the benefit of the Development Site.
- (E) The Tenant has the benefit of a Tenancy over part of the Grantor's Land.
- (F) The Tenant has agreed to consent to the grant of the Rights over the Easement Strip pursuant to this deed.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement, including the introduction and the schedule, the following definitions shall apply unless the context otherwise requires:

Consideration

£1.00 (one pound)

Deed of Covenant

A deed of covenant in substantially the form set out at appendix 2 subject to such amendments as the relevant covenantee (acting reasonably) shall agree;

Development Site

The freehold site known as land to the east of Cloot Drove, Crowland, Lincolnshire which at the date of this deed is registered at HMLR comprising the whole of Title Number LL364068 and part of Title Number LL357102 such land being shown edged red on Plan 2;

Disposal

A disposition within the meaning of Section 27 of the Land Registration Act and **Dispose** and **Disposed** of shall be construed accordingly;

Easement Strip

The 6 metre wide strip of land forming part of the Grantor's Land shown edged and hatched yellow on the Plan, subject to variation in accordance with clause 6.2.2;

Easements

the rights set out in schedule 1;

Expert

An independent person having appropriate professional qualifications relevant to the nature of the dispute appointed in accordance with the terms of clause 5;

Grantor's Drain

The strip of land comprising a surface water drain and the ancillary embankment on the part of the Grantor's Land as is shown tinted pink on the Plan;

Grantor's Land

the freehold land and property known as land lying to the east of Normanton Road, Crowland, Peterborough in which the Grantor's Drain and the Easement Strip are located and which at the date of this deed forms part of the land registered at HM Land Registry under title number LL357102 being the land edged blue and also the land edged and hatched blue on the Plan;

Plan 1

The plan attached to this deed at Appendix 1 and numbered "Plan 1";

Plan 2

The plan attached to this deed at Appendix 1 and numbered "Plan 2";

Relevant Authorities

the local highway and planning authorities, the district and county councils, gas, water, electricity and telecommunications companies and any other authority, company, utility, body or corporation or organisation concerned with the grant of planning permission and the control of development or the adoption of roads and drainage systems or open space or the provision of Services or the protection of wildlife, heritage, ecology and the environment and **Relevant Authority** means any one of them as the context may admit;

Service Media

the underground surface water sewer(s), lateral drain(s), manhole(s), rising mains and any accessories and ancillary structures and/or apparatus thereto as defined by Section 219 of the Water Industry Act 1991 as are situate within the Easement Strip and intended to provide surface water drainage for the benefit of the Development Site;

Services

surface water drainage;

Subjections

the matters to which the grant of the Easements is subject as set out in schedule 2;

Tenancy

means a tenancy over part of the Grantor's land at Crowland in the County of Lincolnshire dated 21 February 1938 and made between (1) The Right Honourable Edward John Sidney Christian Welbore Ellis Earl of Normanton and (2) Crowland Parish Council, and all documents supplemental or collateral to it;

Working Days

any day other than Saturday Sunday and any bank or public holiday and the expression 'Working Days' shall be construed accordingly;

Works Agreement

any agreement or deed for the provision, use, maintenance or adoption of the Works for the benefit of the Development Site or any part or parts of it including but not limited to any agreements for the Works with any water undertaker or sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an internal drainage board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991);

Works

the laying, construction and maintenance of the Service Media pursuant to the Easements;

- 1.2 In this deed:
- 1.2.1 words importing the singular include the plural and vice versa and words importing a gender include every gender;
 - 1.2.2 the contents table and headings are for convenience only and do not affect the interpretation or construction of this deed;
 - 1.2.3 the words other, include, including and in particular do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible;
 - 1.2.4 where any party comprises more than one person, the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons;
 - 1.2.5 Any reference in this deed to the Tenant's occupation of the Grantor's Land shall be construed as a reference only to its occupation of such part of the Grantor's Land as is subject to the Tenancy, and any right, protection or obligation of or owed to the Tenant under this deed shall apply only in relation to that part and for so long as the Tenant remains its lawful occupier under the Tenancy.
 - 1.2.6 any obligations owed by the Grantee to the Tenant apply only for so long as the Tenant is the lawful occupier of the Grantor's Land under the Tenancy.
 - 1.2.7 a reference to a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
 - 1.2.8 a reference to a clause or schedule or appendix is, unless otherwise stated, a reference to a clause or schedule or appendix of this deed and reference to a paragraph is, unless otherwise stated, a reference to the paragraph of the schedule in which the reference is made;
 - 1.2.9 a reference to a statutory provision includes a reference to that statutory provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time having legal effect in England, in each case whether before or after the date of this deed;
 - 1.2.10 a reference to **writing** or **written** excludes faxes and email;
 - 1.2.11 any obligation on a person not to do something includes an obligation not to agree or allow that thing to be done by another person and an obligation to use reasonable endeavours to prevent that thing being done by another person;
 - 1.2.12 the term **building** includes the site of any intended building and the curtilage of any building;
 - 1.2.13 a reference to the Grantor or Grantee shall include their successors in title, statutory successors and permitted assigns, and if individuals, their personal representatives;
 - 1.2.14 a reference to the Grantor's Land, Easement Strip and Development Site means the whole of the land and each and every part of it;
 - 1.2.15 if any provision of this deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this deed is to be unaffected.
- 1.3 The parties to this deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not party to it.
- 1.4 This deed and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England.

1.5 The parties to this deed irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter.

1.6 Termination or expiry of this deed shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this deed which existed at or before the date of termination.

2. GRANT OF RIGHTS

2.1 In consideration of the Consideration paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor grants the Easements to the Grantee over the Grantor's Land with full title guarantee in fee simple for the benefit of the Development Site (in such use as the Development Site may be lawfully put from time to time) subject to the Subjections.

2.2 The Easements are granted in common with any other person lawfully entitled to exercise the Easements or similar rights on the Grantor's Land.

2.3 In consideration of the Tenant receiving a payment of £5,000 (receipt of which is acknowledged), the Tenant consents, subject to compliance with the Subjections, to the grant of the Easements and confirms that, to the extent that its Tenancy of the Grantor's Land affects the Easement Strip or any land over which the Easements are exercised, that Tenancy is (subject to compliance with the Subjections) subject to the Easements and the rights contained in this deed.

3. COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Land in whosoever's hands it may come for the benefit and protection of the Development Site that the Grantor and its successors in title will at all times after today comply with the covenants and restrictions specified in schedule 3.

4. HM LAND REGISTRY

4.1 The Grantee shall apply for registration of this deed at HM Land Registry and, within 10 days of completion of that application, provide the Grantor with official copies of the registers showing that, so far as possible, the Easements and any restrictive covenants given by the Grantor and Grantee have been properly noted against the benefitting and burdened titles.

4.2 The Grantee shall with this application to register this deed apply to the Land Registry to register a restriction against the title to that part of the Grantor's Land comprising the Easement Strip and the Grantor's Drain only in the following terms:

"No transfer or lease of that part of the registered estate shown coloured pink, edged blue and edged blue and hatched blue on the plan attached to the easement by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by a conveyancer that the provisions of paragraph 4 of schedule 3 of a Deed of Grant dated [] 2026 and made between (1) Grantor and (2) Grantee and (3) Tenant have been completed with or that they do not apply to the disposition."

5. DISPUTES

5.1 Unless otherwise provided in this deed, any dispute or difference between the Grantor and the Grantee regarding any of the provisions of this deed shall be referred to the Expert for determination. The Expert shall act as expert and not as arbitrator and the Expert's decision shall be final and binding on the parties, save in the case of manifest error or fraud, and the following provisions shall apply:

5.1.1 the Expert shall give the parties the opportunity to make representations to him before making his decision.

5.1.2 the Expert shall be entitled to obtain opinions from others if he so wishes.

5.1.3 the Expert shall give reasons for his decision.

- 5.1.4 the Expert shall comply with any time limits or other directions agreed by the parties.
- 5.1.5 the charges and expenses of the Expert shall be borne equally between the parties or in such other proportions as the Expert may direct.
- 5.2 The party wishing to refer a dispute to an Expert for determination shall give notice in writing to that effect to the other party. The notice shall contain sufficient particulars of the dispute to be referred to the Expert to allow the other party to understand the nature of the dispute and the profession or discipline of the Expert who is to be appointed.
- 5.3 The parties shall agree the identity of the Expert to be appointed. In default of agreement within ten Working Days of the date of service of the notice referred to in clause 5.2, the Expert shall be appointed on the application of either party by the chairman, president or other duly authorised officer as the case may be for the time being of the Appointing Body named in clause 5.4.
- 5.4 The Appointing Body shall be:
 - 5.4.1 for financial disputes: The ICAEW in England and Wales;
 - 5.4.2 for technical disputes: The Royal Institution of Chartered Surveyors or The Chartered Institute of Housing as appropriate;
 - 5.4.3 for legal disputes: The Law Society of England and Wales; and
 - 5.4.4 for land valuation disputes: The Royal Institution of Chartered Surveyors.
- 5.5 The person identified to act as an Expert shall confirm within ten Working Days whether or not he is willing and able to accept the appointment.
- 5.6 In the event that the Expert so appointed does not confirm that he is willing and able to accept the appointment within ten Working Days then either party may request the Appointing Body to suggest an alternative appointment until a person so identified confirms that he is willing and able to accept the appointment.
- 5.7 In the event that the Expert dies or otherwise becomes unable or unwilling to continue to act as Expert then any Party may apply to the Appointing Body in accordance with clause 5.3 for the appointment of a replacement.
- 5.8 No person shall be appointed to act as an Expert under this agreement unless he:
 - 5.8.1 is a solicitor, accountant or surveyor of more than ten years standing;
 - 5.8.2 is qualified to act as an expert in relation to the dispute; and
 - 5.8.3 has practical experience in relation to matters such as those in dispute.
- 5.9 Any person appointed to act as an Expert shall at the time of confirming that he is willing and able to accept such appointment disclose to the parties any contact or relationship with any party to the dispute and otherwise to the parties any duty or interest which does or may create a conflict or otherwise impinge upon the matters in dispute. If any such disclosure is made either party may object to the appointment within five Working Days in which case the procedure for appointing an Expert in clauses 5.3 to 5.6 shall be repeated.
- 6. FURTHER ASSURANCES**
- 6.1 The Grantor agrees that it will enter into such new and additional deeds or agreements as the Grantee reasonably requests in order to rectify such inadequacy or insufficiency in the original grant of the Easements provided that the Grantee shall pay the Grantor's reasonable costs of complying with this clause 6.
- 6.2 The parties acknowledge that the Grantee may wish to vary the Works or the Easement Strip and the following provisions shall apply:
 - 6.2.1 without the consent of the Grantor the Grantee may vary the Works as are not materially adverse to the agricultural use of the Grantor's Land and which are contained within the Easement Strip;

6.2.2 the Grantee may vary the Works and/or Easement Strip having first obtained the consent of the Grantor and Tenant (such consent not to be unreasonably held or delayed and in the event of a dispute to be determined by the Expert pursuant to clause 5) where the proposed variation:

- (a) is not materially adverse to the continued use of the Grantor's Land; and
- (b) will result in the Works being carried out within the Grantor's Land but outside the Easement Strip as shown on Plan 1

and the Grantor and Tenant shall (at the Grantee's reasonable cost) enter into such further deeds and documents as the Grantee shall reasonably require to give effect to the variation of the Works and/or the Easement Strip pursuant to clause 6.2.2. For the avoidance of doubt, where as a result of such variation the Easement Strip is varied, all references in this deed shall thereafter be construed as a reference to the Easement Strip as varied.

7. VAT

7.1 Any payment due from, or other consideration given to, the Grantee under this deed is exclusive of VAT, which the payer must pay when the payment or consideration is due.

7.2 If any party is obliged under this deed to reimburse expenditure by another party, that includes the payment of VAT which is otherwise irrecoverable.

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 EASEMENTS

EASEMENTS GRANTED FOR THE BENEFIT OF THE DEVELOPMENT SITE

The following rights are granted to the Grantee and its successors in title as owners or occupiers for the time being of the Development Site in common with the Grantor and all other persons having the like rights:

1. RIGHTS TO LAY SERVICE MEDIA AND ANCILLARY RIGHTS

- 1.1 the right to enter upon the Easement Strip and any other part of the Grantor's Land as is reasonably required at all reasonable times of the day (except in the case of emergency) with or without vehicles plant machinery servants contractors and others and all necessary materials to lay and construct (at a depth so as not to interfere with normal farming operations on the Easement Strip) and maintain the Service Media within the Easement Strip;
- 1.2 the right to free and uninterrupted passage of Services through the Service Media
- 1.3 the right of having retaining using inspecting the condition of reconstructing replacing relocating within the Easement Strip relaying altering enlarging lining maintaining cleansing and repairing conducting improving and managing the Service Media under the Easement Strip (at a depth so as not to interfere with normal farming operations on the Easement Strip) together with the right of having and enjoying the free flow and passage of surface water and to attenuate water through and by means of the Service Media as existing from time to time in through under over or upon the Easement Strip and to discharge from the Service Media in to Grantor's Drain within or adjacent to the Easement Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the Grantor's Drain and the right at any time to take samples of such discharge;
- 1.4 the right of erecting on or near the Easement Strip and maintaining any necessary markers (such markers to avoid so far as interference with farming operations) indicating the Easement Strip or the position of the Service Media;
- 1.5 the right in exercising the Rights to make all necessary excavations and to tip soil on the Easement Strip immediately adjoining such excavations as shall be necessary in relation to the exercise of the Rights;
- 1.6 the right of support for the Service Media from the subjacent and adjacent land and soil including minerals of the Grantor; and
- 1.7 the right to remove all or any trees and shrubs growing in the Easement Strip and any walls hedges and fences thereon;

2. SUPPORT

The right of lateral, adjacent and subjacent support and protection for Development Site and any walls and buildings erected or to be erected on it by and from the Grantor's Land.

3. STATUTORY UNDERTAKERS

The right to authorise the Relevant Authority to lay, construct, make connections with, inspect, repair, renew, cleanse and maintain any Service Media under the Easement Strip (at a depth so as not to interfere with normal farming operations on the Easement Strip) and serving the Development Site and the right to enter or authorise the Relevant Authority to enter on the Grantor's Land for such purposes.

SCHEDULE 2 SUBJECTIONS

The Easements are granted subject to the Grantee:

1. entering only so much of the Grantor's Land as is reasonably necessary (and not any building or buildings erected on it);
2. causing as little inconvenience as reasonably practicable to the Grantor in the exercise of these rights and not causing any nuisance, annoyance or disturbance to the Tenant, any lawful occupiers of the Grantor's Land, the occupiers of any neighbouring land or any other person entitled to the Rights in common with the Grantee;
3. so far as reasonably possible avoiding any damage to the Grantor's Land and where, any physical damage is caused to the Grantor's Land by the exercise of the Rights (including any defect or failure in respect of the Service Media) making good that damage at its own cost and in reasonable timescales or paying reasonable compensation where the damage cannot be made good including compensation for crop loss including paying reasonable compensation to the Tenant or any lawful occupier for any loss caused due to such damage, crop loss or any inability to use the affected land;
4. obtaining all necessary consents from all Relevant Authorities, complying with such consents and complying with all laws when exercising the Easements; and
5. exercising rights of entry at all reasonable times of the day (except in the case of emergency);

SCHEDULE 3 GRANTORS COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Land in whosoever's hands it may come for the benefit and protection of the Development Site:

- 1.1 not to obstruct, prevent or interrupt the exercise of the Easements by the Grantee or anyone deriving title under him;
- 1.2 not to erect any building structure or erection, nor plant any trees, within the Easement Strip;
- 1.3 not to knowingly do or permit or suffer to be done on the Grantor's Land any act or thing which may impede the adoption or vesting in the Relevant Authority of (once constructed) the Service Media constructed pursuant to the Works; and
- 1.4 not to object to or cause any hindrance to and to consent and take reasonable steps to support the Grantee in seeking that the Service Media over or through which the rights are exercised become adopted and/or maintainable at the public expense;
2. In its capacity as landowner, the Grantor covenants to enter into any Works Agreements as reasonably required by the Grantee and approved by the Grantor (such approval not to be unreasonably withheld or delayed) and return it within 20 Working Days of receipt of the engrossed and agreed Works Agreement with irrevocable authority to complete it provided that the Grantee shall indemnify the Grantor against all costs expenses and other financial liabilities arising under such Works Agreements.
3. As security for the observance of its obligations in this schedule 3 the Grantor irrevocably appoints the Grantee and any person nominated by the Grantee as its attorney for the purpose of executing and delivering on behalf of the Grantor any Works Agreement referred to in this schedule 3 which the Grantor fails to execute and return to the Grantee within 20 Working Days of receipt by the Grantor.
4. The Grantor covenants with the Grantee (and any party to whom this covenant has expressly been assigned) not to enter into any Disposal of the whole or any part of the Easement Strip or the Grantor's Drain without first procuring that the disponee first delivers the Grantee (and any party of it has received notice that this covenant has expressly been assigned) a Deed of Covenant.

Signed as a DEED by

**THE RIGHT HONOURABLE JAMES SHAUN CHRISTIAN
WELBORE ELLIS SEVENTH EARL OF NORMANTON**

In the presence of:

Witness Signature

Witness Name

Address

Occupation

Signed as a DEED by

LADY PORTIA CAROLINE BAKER

In the presence of:

Witness Signature

Witness Name

Address

Occupation

Signed as a DEED by

LADY MARISA CHARLOTTE WHITE

in the presence of:

Witness Signature

Witness Name

Address

Occupation

Signed as a DEED by
ALLISON HOMES LIMITED

.....

in the presence of:

Witness Signature

Witness Name

Address

Occupation

THE COMMON SEAL of
CROWLAND PARISH COUNCIL

was affixed to this Deed in the presence of:

A. Williams

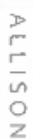
Authorised Signatory



APPENDIX 1 PLANS

Plan 1 – Easement Strip

Plan 2 – Development Site



Editorial Board

PRELIMINARY

Drainage Deed of Easement plan



INFRASTRUCTURE DESIGN LTD.

0 20 40 60 80 100

© Crown copyright 2025. Confidence Score: 10007422

Alison Holmes Site Boundary

RESERVED LAND

On-Air Surface Winter Sewer Enhancements

• **Grinding** Computer Surface Wishes Review

Drainage Ditch

—

—C

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INDEXES IN

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A. Williams

APPENDIX 2 FORM OF DEED OF COVENANT

DEED OF COVENANT dated

PARTIES

- (1) [NAME] [of [•]] or [[COMPANY] LIMITED/PLC, a company registered in England and Wales (registered number [•]) whose registered office is at [•]] (the **Covenantor**);
- (2) [NAME] [of [•]] or [[COMPANY] LIMITED/PLC, a company registered in England and Wales (registered number [•]) whose registered office is at [•]] (the **Covenantee**).

INTRODUCTION

- (A) By the Deed of Grant dispositions of the whole or part of the Grantor's Land were made subject to a restriction set out in clause [•] of the Deed of Grant.
- (B) The Covenantor intends to apply for registration of a disposition of the whole or part of the Grantor's Land.

IT IS AGREED

1. DEFINITIONS

In this deed, including the Introduction, the following words and expressions shall have the following meanings, unless the context requires otherwise:

Deed of Grant

the deed of grant dated [•] made between [•] [1] and [•] [2] relating to the Development Site [and other land].

Development Site

the Development Site as defined in the Deed of Grant;

Grantor's Land

the Grantor's Land as defined in the Deed of Grant.

Relevant Land

the whole or such part of the Grantor's Land as is being transferred, leased or otherwise disposed of to the Covenantor.

2. COVENANT

The Covenantor covenants with the Covenantee that, with effect from the date of the dealing or disposition to it of the Relevant Land, it will comply with the obligations on the part of the Grantor contained in [Schedule 3] of the Deed of Grant so far as they are still subsisting, capable of taking effect and relate to the Relevant Land.

THE PARTIES have executed this document as a deed and delivered it on the date first set out above

