DATED 25 AUGUST 2010

CHURCH COMMISSIONERS FOR ENGLAND

- and -

TEIGNBRIDGE DISTRICT COUNCIL and
IDE PARISH COUNCIL

LICENCE

to erect and maintain a trash screen at
Canns and Pynes Farm Ide Exeter EX2 9RW

FARRER & CO LLP
66 Lincoln's Inn Fields
London WC2A 3LH

THIS LICENCE is made the 25th day of AUGUST 2010

BETWEEN

(1) **CHURCH COMMISSIONERS FOR ENGLAND** of Church House Great Smith Street London SW1P 3AZ ("the Commissioners")

(2) **TEIGNBRIDGE DISTRICT COUNCIL** of Forde House Newton Abbot Devon TQ12 4XX and **IDE PARISH COUNCIL** of 74 High Street Ide Exeter EX2 9RW (together "the Council")

WHEREAS

(A) The Commissioners are the proprietors of the Property

(B) The Council have requested that the Commissioners grant them a licence to enable the erection and subsequent maintenance of the Trash Screen on the Property at the point marked B on Plan One to prevent flooding from the Stream

(C) The Commissioners have agreed to do so in the following manner

NOW THIS DEED WITNESSES as follows:

1. **Definitions**

In this Licence the following words and expressions have the following meanings:

"Access Route"	the access route shown marked with a red line on Plan Two or such other route as may be determined from time to time by the Surveyor acting in his absolute discretion
"Trash Screen"	the brick and steel structure not more than 6 metres

in length or 2.5 metres in width to be installed on the Property in the approximate position shown marked B on Plan One and constructed and installed in accordance with the Specification and the provisions of Clause 3.1

"Plan One" the attached plan marked Plan One

"Plan Two" the attached plan marked Plan One

"Property" part of Canns and Pynes Farm Ide Exeter Devon as the same is registered under title numbers DN520637 and DN520326

"Rights"

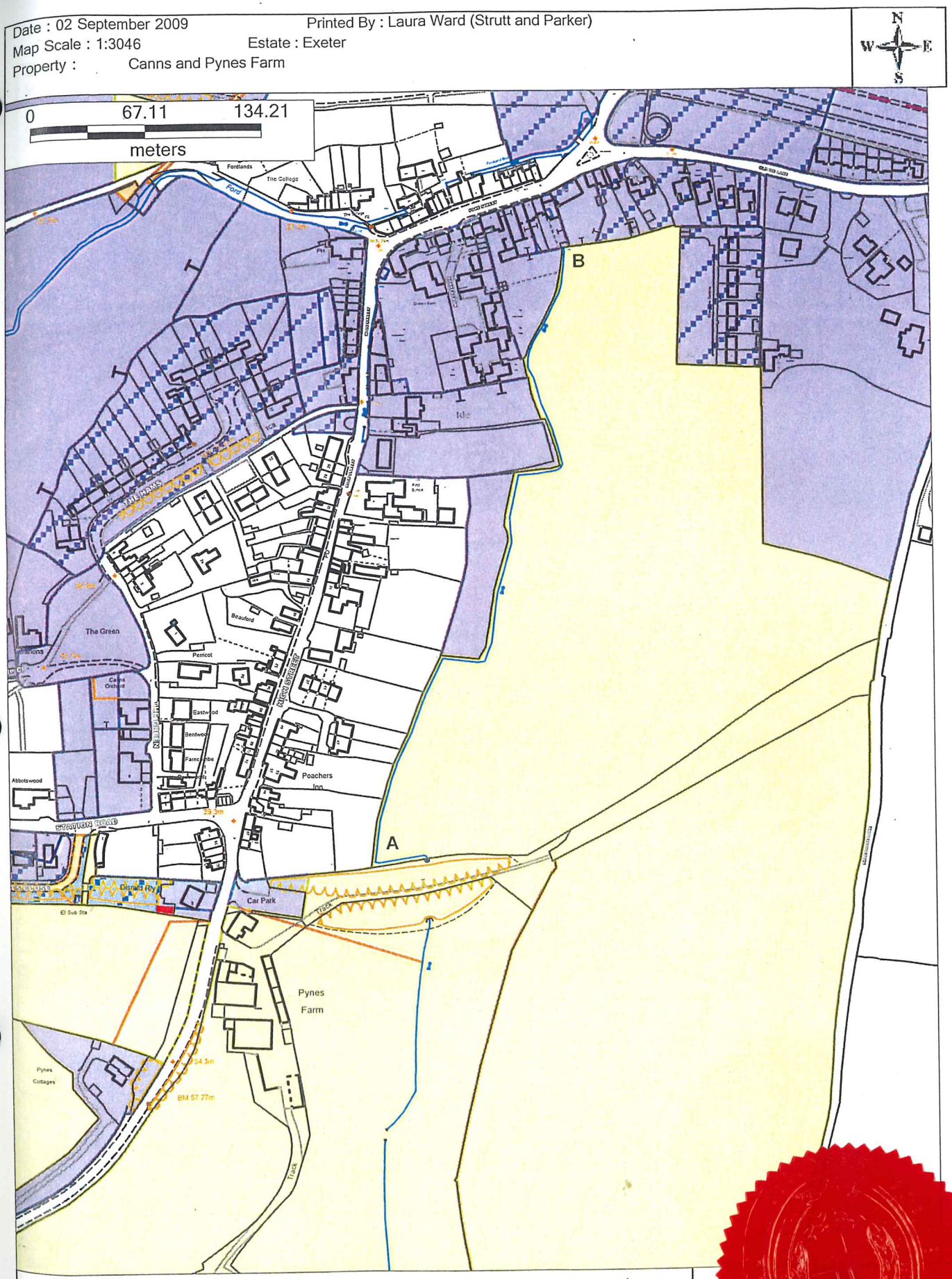
(a) the right to enter onto the Working Area with or without workmen agents and contractors and all necessary machinery for the purpose only of installing the Trash Screen and completing any works ancillary to the installation (including the diversion of Stream)

(b) the right to all times thereafter whenever reasonably necessary to enter onto the Working Area with or without workmen agents or contractors and all necessary machinery for the purposes only of inspecting clearing maintaining repairing renewing or replacing the Trash Screen or any part thereof or complying with any obligations contained in this Licence

(c) the right to use the Trash Screen to enable

PLAN ONE

Date : 02 September 2009 Printed By : Laura Ward (Strutt and Parker)
Map Scale : 1:3046 Estate : Exeter
Property : Canns and Pynes Farm



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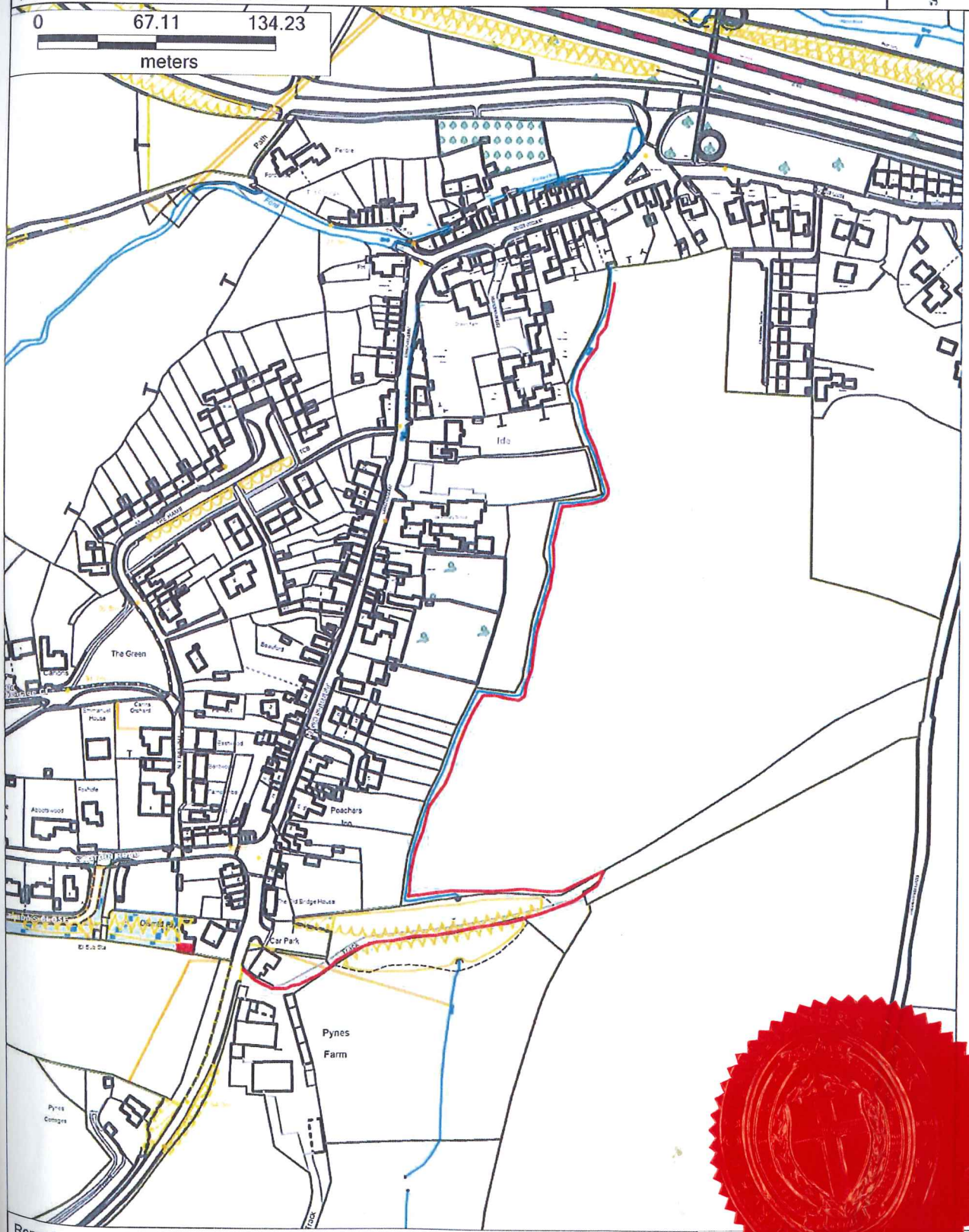
PLAN TWO

Date : 07 June 2010 Printed By : Laura Ward (Strutt and Parker)
Map Scale : 1:3047 Estate : Exeter
Property : Canns and Pynes Farm
Plan Number : Access to Trash Scre

N
W E
S

0 67.11 134.23
meters



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AUTHENTICATING OFFICER

Same.

water from the Stream to flow freely into the culvert at the point marked B on Plan One with the aim of preventing future flooding

(d) the right to realign so much of the Stream (not exceeding 15 metres in length) as the Surveyor shall agree is necessary to allow the installation and working of the Trash Screen

(e) the right whenever reasonably necessary to pass and repass over and along the Access Route with or without workmen agents or contractors and all machinery and vehicles reasonably considered necessary by the Surveyor for the purpose of exercising the Rights (PROVIDED THAT future access for clearance and routine maintenance of the Trash Screen shall be on foot only)

"Specification"	the design and specification for the Trash Screen as is detailed on the attached 'Location and Layout' plan
"Stream"	the stream running between the points marked A and B on Plan One
"Surveyor"	the surveyor or agent for the time being of the Commissioners
"Third Party Rights"	the rights of all persons and bodies entitled to exercise rights over or in respect of the Property including all rights of common tenancies easements and incidents of tenure of whatever nature

"Working Area"	such part of the Property as is in the Surveyor's opinion reasonably required for the proper exercise of the Rights

2. Grant

The Commissioners HEREBY GRANT the Council licence to exercise the Rights SUBJECT TO the Third Party Rights and to the observance and performance by the Council of the covenants contained in Clause 3

3. The Council's Covenants

The Council HEREBY COVENANTS with the Commissioners

3.1 Installation

To install the Trash Screen to the Surveyor's reasonable satisfaction in a proper and workmanlike manner in accordance with the Specification

3.2 Repair

At all times to keep the Trash Screen in good and substantial repair and condition and working order and free from danger to persons and stock and other animals and whenever carrying out any works of repair renewal or otherwise to the Trash Screen not to occupy any other parts of the Property other than the Working Area

3.3 Obstructions

To procure that the Trash Screen is kept free from obstructions of any kind including but not limited to foliage animal and plant waste soil litter and

overhanging branches and to ensure that any obstructions are removed as soon as reasonably practicable

3.4 Fencing

If required by the Surveyor to enclose fully with adequate stockproof fencing the Working Area around the Trash Screen prior to the installation of the Trash Screen and during any subsequent works of repair or renewal (excluding routine clearing of the Trash Screen) of a design to a specification and in a location approved by the Surveyor and thereafter to remove the said fencing and make good all damage caused

3.5 Access Route

3.5.1 Not to park vehicles on the Access Route or otherwise obstruct or interfere with the use of the Access Route by other authorised parties

3.5.2 Not to damage or alter the Access Route and to make good at the Council's expense all damage caused to the Access Track or the Property by the exercise of the Rights or to pay proper compensation where such damage cannot be made good

3.5.3 Not to access the Working Area by any route other than the Access Route

3.6 Works and Reinstatement

3.6.1 To carry out all works which the Council is entitled or obliged to carry out (including the realignment of the Stream) to the Surveyor's reasonable satisfaction in a good and workmanlike manner with all reasonable speed causing as little damage as reasonably possible

3.6.2 Upon completion of any works forthwith and properly to reinstate and restore the Property to a state suitable for its previous use (including the filling in of the original route of the Stream replacement of a sufficient depth of topsoil and

subsequent reseeding of the soil) to reinstate all tracks to their former state and condition to repair and reinstate all land drainage affected by such works (regardless of the time that elapses from completion of any works to such damage or disturbance occurring or becoming apparent) to replace and where necessary renew any fences and walls affected by such works and otherwise to make good any damage caused in carrying out the works

3.6.3 To settle all claims arising in relation to the works directly with the person bringing such claim (including any tenant of the Property)

3.7 Notice to Enter

To give reasonable notice in writing (except in case of emergency) to the Commissioners or the Surveyor and to the tenants or occupiers of the Property before entering the Property to exercise the Rights and to comply with any reasonable conditions as to the timing of any such works as may be specified by the Commissioners or the Surveyor

3.8 Outgoings and Statutes

To pay and indemnify the Commissioners against all present and future taxes rates charges and assessments and outgoings imposed upon or payable in respect of the Rights or the Trash Screen and to comply with all statutory or other legally binding requirements of any authority relating to the Rights or the Trash Screen

3.9 Damage and Compensation

Not in the exercise of the Rights to cause any disturbance loss or injury or do any damage to the Property or the crops or livestock thereon and to use all reasonable endeavours in exercise of the Rights to cause as little interference as possible with the Third Party Rights and to make good as far as possible upon every occasion all such disturbance loss injury or damage so caused and to make adequate and proper compensation upon every occasion to the

Commissioners and to the tenants or occupiers of the Property (or to anyone entitled to the Third Party Rights) for all disturbance loss injury or damage arising from the exercise of the Rights (including loss of crops and grazing and the loss of entitlement to the single farm payment or any other agricultural subsidy or quota)

3.10 Abandonment

On the Trash Screen becoming redundant to inform the Commissioners or the Surveyor and if so required to remove the same at the Council's cost from the Property as soon as reasonably practicable making good any damage caused in so doing and ensuring that there is no obstruction to the free flow of water from the Stream into the culvert at the point marked B on Plan One and should the Council fail to do so within a reasonable time the Commissioners shall be entitled so to do and to recover all costs thereby incurred in so doing from the Council as a debt becoming immediately payable and upon removal of the Trash Screen the Rights shall thereupon cease and determine and the parties shall enter into such documentation as shall reasonably be required by the Commissioners in order to evidence or effect the same

3.11 Indemnity

To keep the Commissioners fully and effectively indemnified at all times hereafter from and against all actions claims costs demands damage expenses and liabilities arising directly or indirectly out of the exercise of the Rights or breach of the terms hereof including for the avoidance of doubt any actions claims and demands arising from any loss or elimination of or interference with the Third Party Rights and any actions claims demands damages and liabilities arising from the failure of the Trash Screen to prevent any flooding from the Stream

3.12 Public Liability Insurance

At all times to maintain third party liability insurance in the joint names of the Commissioners and the Council to a minimum value of Five Million Pounds (£5,000,000) for each and every claim (or such higher sum as the Commissioners shall from time to time reasonably require) with an insurance office of repute and on demand to produce to the Commissioners whenever requested a copy of the insurance policy together with evidence of payment of the latest premium and should the Council fail to arrange or maintain such insurance the Commissioners shall be at liberty to do so in the Council's stead in which event the costs incurred in doing so shall be due and payable on demand as a debt by the Council to the Commissioners

3.13 Costs

To pay on the signing hereof the Commissioners' legal and surveyors' costs (including VAT and disbursements) incurred in connection with the preparation and completion of this Licence

4. Declarations

It is HEREBY AGREED AND DECLARED as follows:

4.1 Commissioners' Liability

That the Commissioners shall in no circumstances be liable to the Council for any damage to the Trash Screen or any loss arising therefrom by the Commissioners the Commissioners' tenants or other occupiers of the Property whether as a result of normal agricultural activities or otherwise howsoever the same may arise except in the case of wilful acts by the Commissioners

4.2 Notices

Any notice hereunder shall be sufficiently served if sent by registered recorded or special delivery letter post addressed to the relevant party at the address given above or at the relevant party's last known address in Great Britain or if the relevant party for the time being shall be a limited company at its registered or principal office and any notice so delivered shall on proof of posting be deemed to have been received two working days following posting

IN WITNESS whereof the Commissioners Teignbridge District Council and Ide Parish Council have signed this licence on the date first before written

SIGNED BY [RICHARD HODGES])
for and on behalf of)
the CHURCH COMMISSIONERS FOR)
ENGLAND)

SIGNED BY [DUNCAN MOORE])
for and on behalf of)
TEIGNBRIDGE DISTRICT COUNCIL)

SIGNED BY [SALLY COOKE]))
for and on behalf of)
the IDE PARISH COUNCIL)