

THIS AGREEMENT is made the first day of May one thousand nine hundred and eighty-five BETWEEN BROADLAND DISTRICT COUNCIL of Thorpe Lodge Yarmouth Road Norwich in the County of Norfolk (hereinafter called "the Council") of the one part and WILLIAM ARTHUR PONSFORD of "Willow Farm" Buxton Road Frettenham Norwich in the County of Norfolk (hereinafter called "the grazier") of the other part

WHEREBY IT IS AGREED as follows:-

1. The grazier shall be entitled during the season or period beginning on the First day of May One Thousand Nine Hundred and Eighty-Five and ending on the Twenty-Ninth day of April next following to graze all that land specified in the Schedule hereto part of the Council's depot situate in the parish of Frettenham in the County of Norfolk (hereinafter called "the land").
2. The grazier shall pay to the Council for the said right the sum of twenty-five pounds (£25) in advance on the first day of May one thousand nine hundred and eighty-five.
3. The grazier shall at his risk erect and maintain such fences and take such other measures as are necessary to prevent his livestock from straying from the land and in the event of any escape by his livestock from the land the grazier shall be liable for any injury loss or damage caused to the person property or land of the Council or any third party and the grazier HEREBY INDEMNIFIES the Council against any claim or proceedings brought against it in respect of any such injury loss or damage.
4. The grazier shall keep and maintain the land including all existing fences hedges gates ditches and watercourses in no worse condition than the same are in at the date of this agreement.
5. The grazier shall keep only cattle sheep or pigs on the said land for the purpose of grazing and shall not allow the land to be entered upon or in any way used or occupied by any other type or breed of livestock and in particular the grazier shall not keep a bull or any vicious unruly

destructive infected or diseased animal on the said land and in the event of any contravention of this clause the Council shall be entitled to treat the said animal as a trespasser and impound the same at the expense of the grazier and the grazier shall be liable for all injury loss or damage caused by any such animal however caused.

6. The Council shall have a lien upon all the animals belonging to the grazier and which are for the time being pastured on the land for any sum owing or any expenses incurred for which the grazier is liable under this agreement and this lien may be enforced by the sale of any such animal or animals.

7. This Agreement shall at all times be construed as a personal agreement with the grazier for the grazing of animals owned by him and shall not be assignable by the grazier. Any use of the land or any part thereof by the grazier otherwise than for grazing animals owned by him in accordance with Clause 4 hereof shall be a breach of this Agreement.

8. The Council reserves all rights of way and any other easements or quasi-easements hitherto used or enjoyed over the land and the right for itself its servants, employees or agents to enter upon the land at any time for any purpose other than for grazing animals there.

9. If the Council shall require the whole or any part of the land for any purpose whatsoever he shall have the right to determine this agreement and resume possession at any time of either the whole or part thereof upon giving one month's notice in writing to the grazier and repaying to him a proportionate amount of the sum mentioned in clause 2 hereof but without paying any other compensation whatsoever to the grazier.

10. The Council shall be entitled by notice in writing to determine this agreement forthwith upon the death of the grazier or upon any breach by the grazier of the terms of this agreement.

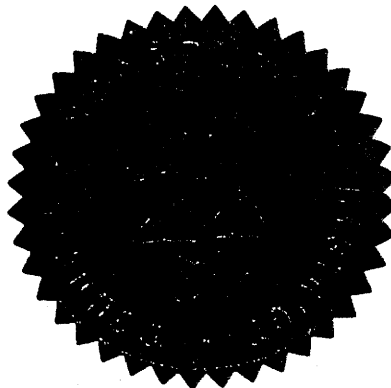
11. It is expressly agreed and understood that the Council does not undertake to enter into any further grazing agreement with the grazier in respect of the land.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto
affixed and the grazier has hereunto set his hand and seal the day and year
first before written.

THE SCHEDULE

ALL THAT piece or parcel of land situate at the depot of the Broadland
District Council in the parish of Frettenham in the County of Norfolk as the
same is more particularly delineated on the plan annexed hereto and thereon
edged red.

THE COMMON SEAL OF)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:-)



[Signature]
Chairman

[Signature]
Chief Executive and Clerk

SIGNED SEALED AND DELIVERED by)
the said WILLIAM ARTHUR PONSFORD)
in the presence of:-)

[Signature]

Retained the Director

WITNESSES

NAME

ADDRESS

[Signature]
A.G. CROUCH.
"ALMA"
7. PARKERS LANE
ASHTEAD
RT 21 2AT.

RECEIVED

E.W. No.
Chairman
B. R. Chapple
Chief Executive and
Clerk

DEPOT

LOCATION PLAN 1:2500



BROADLAND DISTRICT COUNCIL

THORPE LODGE, YARMOUTH ROAD,
NORWICH, NR7 0DU. Tel 311333

R.H. COLVER C.Eng F.I.Mun E.F.I.P.H.E.A.M.B.I.M.
Head of Technical Services

job LAND AT FRETtenham
DEPOT

title

scale 1:500

date APR 84

drawing no.

drawn A.P.S.

ARCHITECT A.J. BLAKE R.I.B.A.

Dated 1st May 1985

BROADLAND DISTRICT COUNCIL

to

WILLIAM ARTHUR PONSFORD

AGREEMENT FOR GRAZING

Land at Frettenham
in the County of Norfolk.

B.A. YATES,
District Solicitor,
Broadland District Council,
Thorpe Lodge,
Yarmouth Road,
Norwich, NR7 ODU.