

**ARNOLD KEYS AUCTION SALE**

**LOT 2**

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## ARNOLD KEYS AUCTION SALE

### LOT 2

#### SPECIAL CONDITIONS OF SALE

##### 1. Definitions and interpretation

In these Special Conditions the following terms have the following meanings

“the Access Track”	the access track shown edged red and coloured brown and green on the attached Plan Number 2
“this Agreement”	the agreement between the Seller and the Buyer for the sale of the Property by the Seller to the Buyer
“the Auctioneer”	Arnold keys of 8 Market Place Aylsham   Norfolk   NR11 6EH
“the Buyer”	the buyer under this Agreement
“the Buyer’s Solicitors”	the solicitors instructed to act for the Buyer on the purchase of the Property
“Completion”	actual completion of the sale and purchase agreed between the Seller and the Buyer in this Agreement
“the Completion Date”	18 <sup>th</sup> December 2019
“the Completion Monies”	the Purchase Price (less the Deposit) as adjusted by all sums due between the parties at Completion
“the Contract Rate”	5% above the base lending rate for the time being of Barclays Bank PLC
“the CPO”	The compulsory purchase of the NDR Land granted by Statutory Instrument 2015 No. 1347 referred to in entry C3 of Title NK 175218
“the Deposit”	10% of the Purchase Price
“the General Conditions”	the Common Auction Conditions (Edition 3, August 2009) as set out at the back of the auction catalogue
“the Land Interest Plan”	the attached plan number R1C093-R1-4511 A
“the NDR Land”	the land shown coloured pink on the Land Interest Plan
“the Nominated Account”	the Seller’s Solicitors’ client account number Code 20:62:61 Account Number 13382087 BARCLAYS BANK PLC
“the Plan”	the plan attached to the Transfer
“Plan Number 2”	the plan marked “Plan Number 2” attached
“the Property”	the freehold property described in Pt 1 of the Schedule
“the Seller’s Solicitors”	Hansells Solicitors 13 The Close Norwich NR1 4DS (Ref: CPB 32512.003 e-mail <a href="mailto:chrisburgess@hansells.co.uk">chrisburgess@hansells.co.uk</a> )
“the Transfer”	the transfer of the Property in the form TP1 annexed

## **2. Incorporation of conditions of sale and documents**

- 2.1 The Property is sold subject to The General Conditions so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with these Special Conditions. If there are any inconsistencies between these Special Conditions and the General Conditions these Special Conditions of Sale shall prevail.

## **3. Deposit**

- 3.1 The Deposit shall be paid to the Auctioneers as agents for the Seller and shall be passed to the Seller's Solicitors on clearance
- 3.2 Without prejudice to General Condition G2.4 in the event that any cheque given as the deposit is dishonoured or the Buyer fails to pay the Deposit then the Seller shall if he so chooses and without notice have the right to deem the conduct of the Buyer as a repudiation of the agreement between the Buyer and the Seller and the Seller may resell the Property without notice and / or take steps which may be available to him as a consequence of the Buyer's breach but without prejudice to any claims he may have against the Buyer for breach of the agreement or otherwise

## **4. Completion**

- 4.1 Completion of the sale and purchase shall take place on or before 1.00 pm on the Completion Date (or earlier by agreement) at the offices of the Seller's Solicitors or where they may reasonably direct when the Buyer shall pay the Completion Monies to the Nominated Account
- 4.2 If the Completion Monies are received in the Nominated Account after 1.00 pm on the Completion Date or on a day which is not a working day Completion shall be deemed for the purposes of the General Conditions to have taken place on the next working day after receipt
- 4.3 If the Buyer fails to complete on the Completion Date and such failure is not directly attributable to any default by the Seller the Buyer will pay to the Seller upon completion as compensation for late completion in addition to interest on the Completion Monies at the Contract Rate the following sums:
- 4.3.1 The Seller's Solicitors' fees incurred in recalculation and redrafting of any completion statement and the drafting and service of a Notice to Complete and correspondence ancillary to the same calculated at the rate of £250 per hour plus VAT with a minimum payment of £250 plus VAT
- 4.3.2 The cost of the provision of any security services reasonably necessary to secure the Property between the Completion Date and the date of actual completion
- 4.3.3 Any additional fees and expenses reasonably incurred by the Seller as a result of the Buyer's delay in completion

## **5. Title guarantee**

The Property is sold with full title guarantee

## **6. Vacant Possession**

- 6.1 The Property is sold with vacant possession on Completion
- 6.2 The Buyer shall accept that vacant possession is given notwithstanding that there may be furniture fittings building materials and / or rubbish remaining at the Property in which case the Buyer shall not be entitled to require the removal of such items or delay completion on the ground that the existence of such items does not constitute vacant possession

## **7. Title**

- 7.1 Title to the Property is registered at HM Land Registry with title absolute under Title Number NK175218 ("the Title")
- 7.2 Title having been available for inspection at the offices of the Seller's Solicitors prior to the date of this Agreement the Buyer accepts the Seller's title to the Property and shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisitions or make any objection in relation to the title
- 7.3 The Seller shall be under no obligation to assist the Buyer or the Buyer's Solicitors in connection with entries on the Registers which may be subsisting or capable of having effect at the time of or subsequent to the sale or to assist the Buyer or the Buyer's Solicitors in dealing with any requisitions which may be raised by H M Land Registry
- 7.4 The Property is sold subject to the Unilateral Notice registered against the Title in favour of Norfolk County Council ("the County Council"). Under the terms of the CPO the NDR Land is eventually to be transferred to the County Council but the County Council have confirmed that the part of the Access Track shown edged red will be included as part of the Property will not be transferred to the County Council and can form part of the Property for sale at the auction. The Seller will grant a right of access over that part of the Access Track shown coloured green on Plan Number 2 between the points marked "A" and "B" as set out in the draft TP1 and the County Council have confirmed that these access rights will be noted and protected in the transfer of the NDR land to the County Council. The County Council are in the process of confirming that they will grant access rights over the section of the Access Track coloured brown on Plan Number 2

## **8. Transfer**

- 8.1 The Transfer of the Property from the Seller to the Buyer shall be substantially in the form of the annexed draft. The Transfer shall be prepared and engrossed in duplicate by the Seller's solicitor and executed by the Buyer prior to the Completion Date and on or before completion the Buyer shall pay the Seller's Solicitors a fee of £100 plus VAT towards their preparation of the Transfer
- 8.2 The Buyer shall not be entitled to require the Seller to execute more than one transfer in respect of the property or any part thereof or to execute the transfer in favour of any person other than the Buyer. On completion the Seller will only hand over to the Buyer one executed transfer in respect of all the property included in the sale at the purchase price
- 8.3 The Buyer shall not be entitled to delay completion on the ground that the Seller's Solicitors do not have the Transfer executed by the Seller in their possession pending completion and in this event the Buyer or the Buyer's Solicitors shall accept an undertaking from the Seller's Solicitors to forward the executed Transfer to the Buyer or to the Buyer's Solicitors as soon as reasonably possible following completion
- 8.4 If the Land Registry should raise any requisitions over any plan attached to the Transfer the Buyer shall pay the Seller's Solicitors costs in satisfying those requisitions

## **9. Incumbrances**

The Property is sold subject to and (where appropriate) with the benefit of the matters (if any) contained or referred to in the Property Proprietorship and Charges registers of the title to the Property (other than any subsisting financial charges except rent charges). Copies of the same having been available for inspection by the Buyer or the Buyer's Solicitors prior to the date of this Agreement the Buyer shall be deemed to purchase with full notice and knowledge of them and shall not raise any requisition or make any objection in relation to them

## **10. Matters affecting the Property**

The Property is sold subject to the following matters:

- 10.1 all local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered

- 10.2 all notices served and orders demands or proposals or requirements made by any local public or other competent authority whether before on or after the date of this Agreement
- 10.3 all actual or proposed orders directions notices charges restrictions conditions agreements contraventions or other matters arising under any statute
- 10.4 all easements quasi easements rights exceptions or similar matters including rights of way drainage water watercourses light rights of adjoining owners affecting the Property and liability to repair roads pavements paths ways passages sewers drains gutters fences and other like matters whether or not apparent on inspection or disclosed in any of the Documents referred to in this Agreement and without any obligation on the Seller to provide evidence of the creation of or to define or apportion any such liability
- 10.5 matters relating to the Property which the Seller does not know
- 10.6 matters disclosed or which would have been disclosed by any searches or as a result of enquiries (formal or informal and made in person in writing or orally) made by or for the Buyer or which a prudent buyer ought to make and
- 10.7 unregistered interests which override first registration or registered dispositions listed in the Land Registration Act 2002 Schedules 1 and 3 (as amended) as appropriate
- 10.8 The Seller will provide the Buyer with a copy of the local search results when this has been received from the search provider

## **11. Disclaimer**

- 11.1 Whether or not the Buyer has inspected the Property the Buyer accepts the state and condition of the Property and the access and services to it and acknowledges that he agrees to purchase the Property solely as a result of his own inspection (if any) and on the terms of these Special Conditions and the General Conditions and not in reliance upon any advertisement statement representation or warranty whether oral written or implied made by or on behalf of the Seller
- 11.2 The Buyer accepts that no warranty is made or is to be implied on the part of the Seller that any items at the Property including any fixtures or fittings or gas or electrical installations are the property of the Seller and the Seller accepts no liability for any claims thereto or payments which may be outstanding and the Property is sold subject thereto
- 11.3 No warranty statement or representation has been made or given to the Buyer that the Property can be used or developed in any particular way or for any particular purpose and the Seller shall not be liable to the Buyer if the Property cannot for any reason whatsoever be so used or developed
- 11.4 The Buyer confirms that prior to the date of this Agreement he has made all the searches enquiries and inspections which a prudent purchaser would make and that the Buyer purchases the Property subject to anything which those searches enquiries and inspections did reveal or would have revealed to the Buyer
- 11.5 This Agreement contains the entire agreement between the parties and incorporates all the terms agreed between them for the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 Section 2 and there are no other terms or provisions agreed prior to the date of this Agreement which have not been incorporated into this Agreement
- 11.6 The Buyer shall be deemed to acknowledge that he has not entered into this agreement in reliance on any statements contained in the Particulars of Sale or the general remarks and stipulations prepared by the agents or the Special Conditions of Sale and that he has satisfied himself as to the correctness of each of the statements by inspection or otherwise and acknowledges that no warranty or representation has been made by the Seller or the agents or the Seller's Solicitors in relation to or in connection with the property
- 11.7 Any error omission or mistake in any of the said statements shall not entitle the Buyer to rescind or to be discharged from the contract or entitle either party to any course of action.

## **12. Variations to the General Conditions**

The General Conditions shall be amended as follows:

- 12.1 General Condition G4.6 shall not apply
- 12.2 General Condition G7.1 shall be varied and read and construed and take effect as if "5 working days" is substituted for "10 business days".
- 12.3 General Condition G13 shall not apply

## **13. Restriction on assignment and sub-sale**

- 13.1 This Agreement is personal to the Buyer and is not capable of being assigned charged or mortgaged
- 13.2 The Seller shall not be required to transfer the Property:
  - 13.2.1 To anyone other than the Buyer
  - 13.2.2 Except by one Transfer of the Property as a whole at the Purchase Price

## **14. Merger on completion**

The provisions of this Agreement shall not merge on completion of the Transfer so far as they remain to be performed

## **15. Management between exchange and completion**

- 15.1 The Property shall be at the sole risk of the Buyer from the date of this Agreement and the Seller shall be under no duty to maintain any insurance on the Property
- 15.2 No loss or damage occasioned to the Property nor any deterioration in its state and condition after the date hereof shall be the responsibility of the Seller or give rise to a claim for compensation or damages or entitle the Buyer to rescind this Agreement

## **16. Reserve price**

The sale of the Property is subject to a reserve price and to the right of the Seller by himself or through his agents or the Auctioneer to bid up to such reserve price and to withdraw the Property unsold without declaring such reserve

## **17. Costs**

- 17.1 On completion the Buyer shall in addition to all other sums due pay to the Seller's Solicitor the sum of £574.44 for the searches and Land Registry documents obtained by the Seller as part of the Legal Pack and which have been available for inspection at the offices of the Seller's Solicitors prior to the date of this Agreement whether the Buyer has inspected them or not

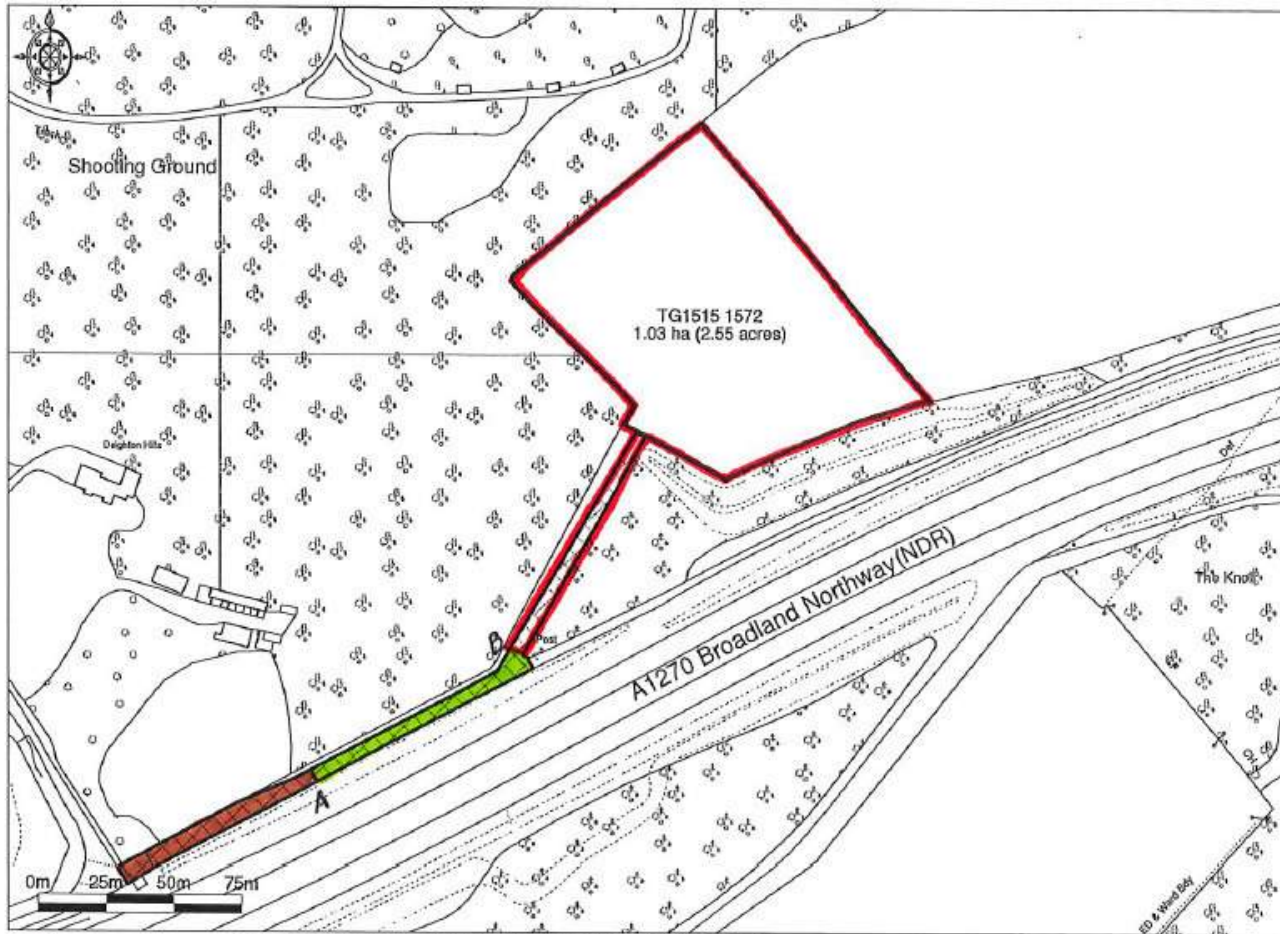
## **18. VAT**

- 18.1 No VAT option has been made in respect of the property.

## **The Schedule**

### **Part 1 The Property**

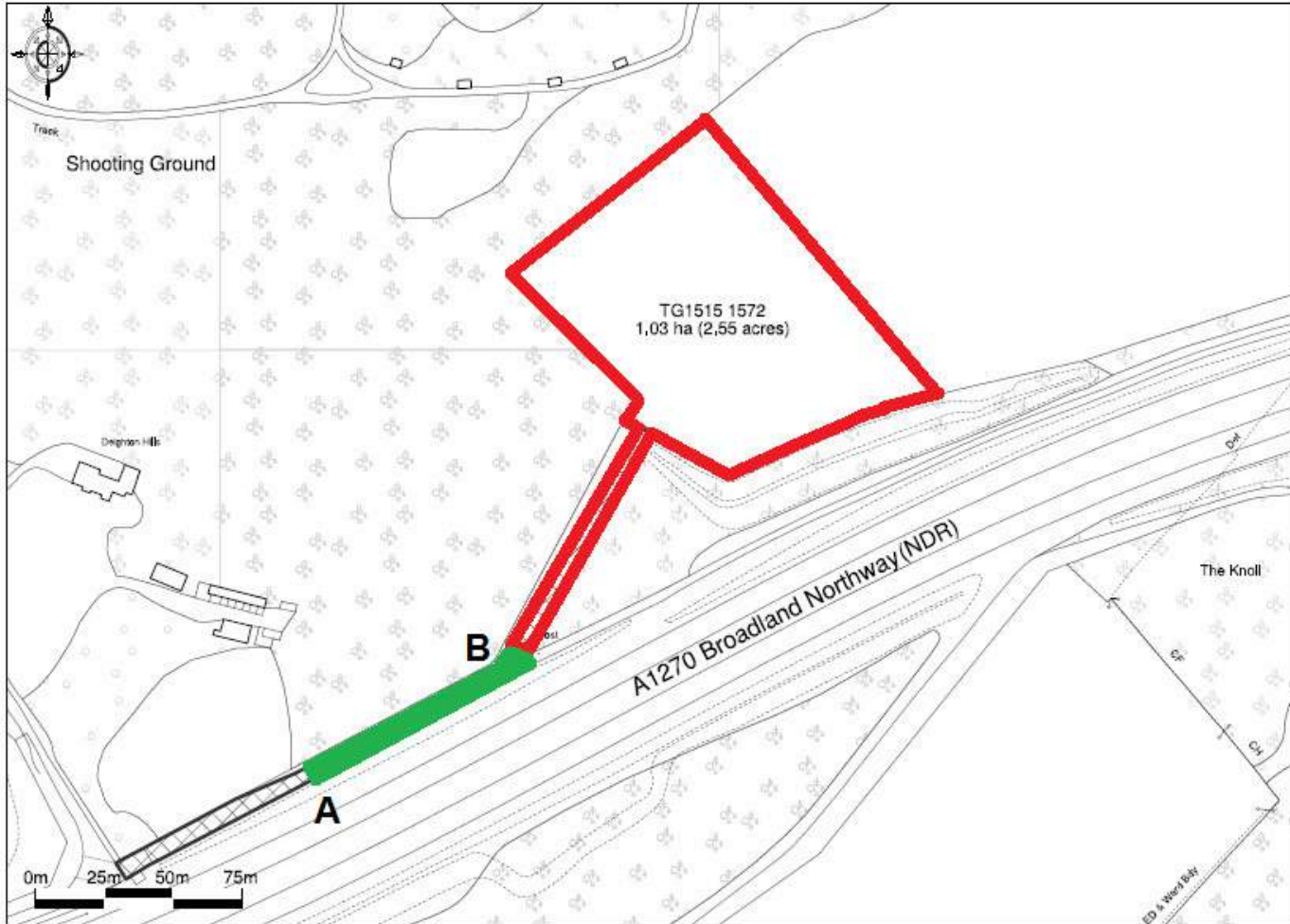
The freehold property being land on the North side of Fakenham Road Taverham Norwich Norfolk as shown edged red on the Plan forming part of registered title number NK175218



Ordnance Survey © Crown Copyright 2019. All rights reserved. Licence number 100024332. Printed Scale - 1:2500

Plan Number 2





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# HM Land Registry

## Transfer of part of registered title(s)

# TP1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration

	<p>1 Title number(s) out of which the property is transferred:</p> <p>NK175218</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan ("the Plan") and shown edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>JOHN PETER KETTRINGHAM</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
	<p>6 Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

7	Transferee's intended address(es) for service for entry in the register:
8	The transferor transfers the property to the transferee
9	Consideration <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input checked="" type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions  12.1 Definitions  "Access Track" means the access track shown coloured green between the points "A" and "B" on the Plan

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

**“Existing Incumbrances”** means the following matters which affect the Property:

- (a) legal estates and incumbrances, interests protected by registration under the Land Charges Act 1972 and interests falling under schedule 1 to the Land Registration Act 2002;
- (b) rights enjoyed pursuant to statute where the relevant statute provides that enjoyment and validity of the right is not subject to the provisions of any enactment requiring the registration of interests in, charges on or other obligations affecting land;
- (c) the entries contained or referred to in title number NK175218
- (d) the Unregistered interests falling under schedule 3 to the Land Registration Act 2002 which override a registered disposition

**Retained Land** means the remaining land (other than the Property) in the Title.

**The Title** means title number NK175218

12.2 The expressions of the Transferor and the Transferee shall include their respective successors in title and assign.

**Rights granted for the benefit of the property**

A right of way for the Transferee to use the Access Track between the points ‘A’ and ‘B’ marked on the plan at all times on foot or with vehicles subject to paying a contribution, calculated on use by the Transferee, towards the costs of carrying out any necessary remedial work on repairs to the surface so as to keep it in a safe and usable condition for the vehicle and pedestrian use hereby authorised.

**Rights reserved for the benefit of other land**

**Restrictive covenants by the transferee**

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

### **Incumbrances**

#### 13. Incumbrances

13.1 The Property is transferred subject to:

13.1.1 the Existing Incumbrances;

13.1.2 any matters discoverable on a reasonably careful inspection of the Property before the date of any contract pursuant to which the parties have entered into this transfer;

13.1.3 any matters about which the Transferor does not and could not reasonably know;

13.1.4 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into any contract for the sale and purchase of the Property; and

13.1.5 any notice, order or proposal given by a body acting on statutory authority. The Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") shall have effect as though all matters now recorded in registers open to public inspection are deemed to be within the actual knowledge of the Transferee and the words "or which ought to be apparent on an inspection of the Property" had been added to the end of section 3(1) of the Act

13.2 The covenants implied under section 2(1)(b) of the Act are varied by the deletion of the words "at his own cost" and the substitution of the words "at the cost of the person requiring compliance with this covenant"

13.3 This Transfer is made with full title guarantee but the covenant set out in section 3(1) of the Act does not extend to any charge, encumbrance or other right which the Transferor does not know about

#### **14 Indemnity covenants by the Transferee**

14.1 The Transferee covenants with the Transferor that the Transferee will observe and perform those of the Existing Incumbrances for which breach thereof would expose the Transferor to liability and to indemnify the Transferor and the Transferor's estate and effect against all liability and to pay on demand to the Transferor any costs, claims and expenses arising from any breach or non-observance of any of those Existing Incumbrances.

#### **15 Agreements and Declarations**

15.1 The Transferor and the Transferee agree and declare that:

15.1.1 the operation of section 62(1) and (2) of Law of Property Act 1925 and the rule in Wheeldon v Burrows in relation to this transfer is qualified so as not to include any liberties, privileges, easements, rights and advantages over or in respect of the Retained Land and no easement or other such right for the enjoyment of the Property over the Retained Land is created in this transfer.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Remember to date this deed in panel 4.

## 13 Execution

SIGNED as a Deed by  
**JOHN PETER KETTRINGHAM**

In the presence of:

SIGNED as a Deed by

In the presence of:

SIGNED as a Deed by

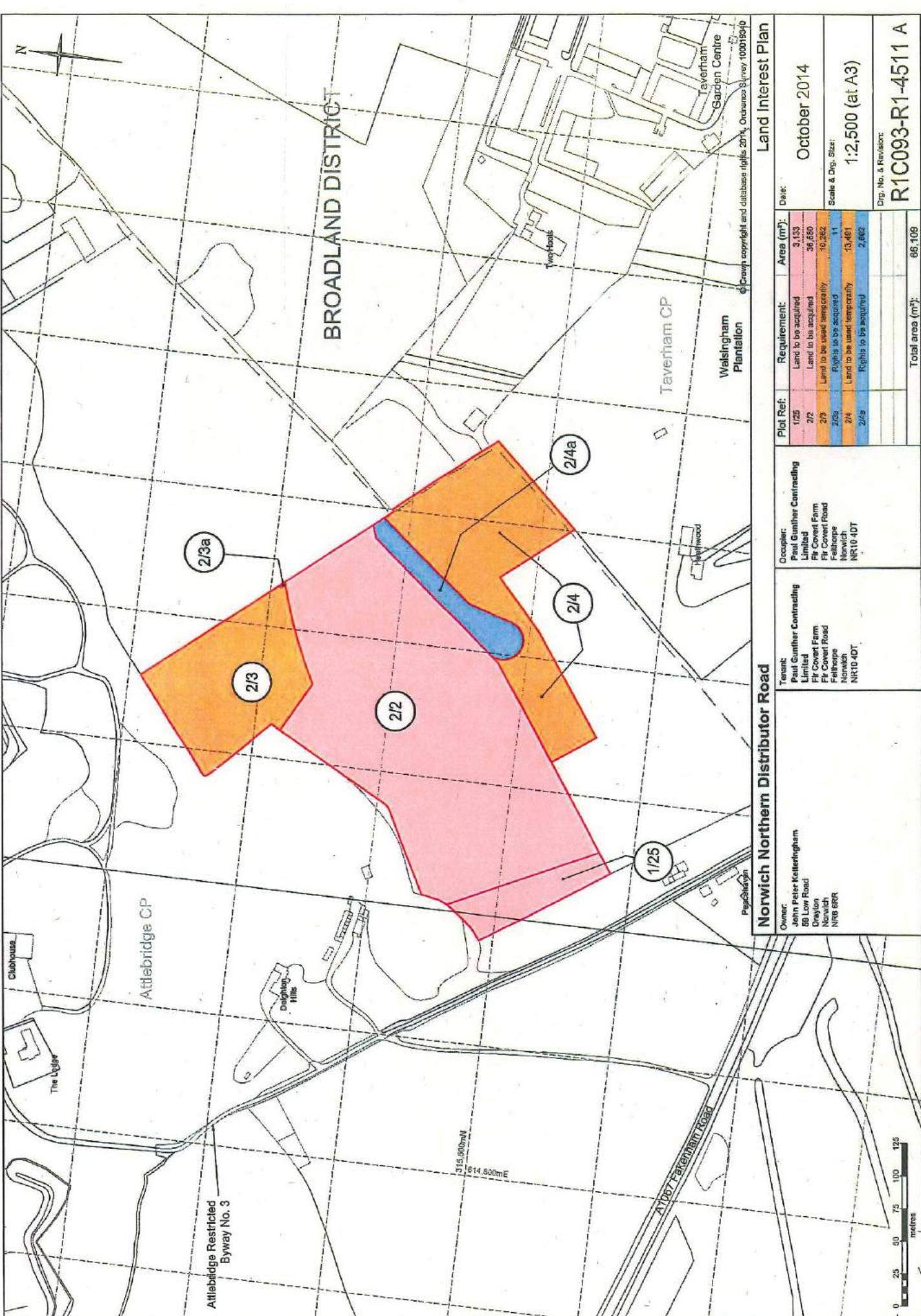
In the presence of:

### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



Plot Ref:		Requirement:		Area (m²):	
1/25	Land to be acquired	Land to be acquired	3,133		
2/2	Land to be acquired	Land to be acquired	36,650		
2/3	Land to be used temporarily	Land to be used temporarily	10,262		
2/3a	Rights to be acquired	Rights to be acquired	11		
2/4	Land to be used temporarily	Land to be used temporarily	13,481		
2/4a	Rights to be acquired	Rights to be acquired	2,492		
		<b>Total area (m²):</b>	<b>66,109</b>		

Owner:		Tenant:		Occupier:	
Jern Peter Ketteringham 88 Low Road Drayton Norwich NR6 6SR		Paul Gunther Contracting Limited FR Covert Farm FR Covert Road Falthorpe Norwich NR10 4DT		Paul Gunther Contracting Limited FR Covert Farm FR Covert Road Falthorpe Norwich NR10 4DT	

**Norwich Northern Distributor Road**

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**Land Interest Plan**

Date: **October 2014**

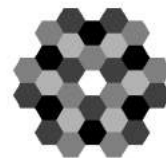
Scale & Dwg. Size: **1:2,500 (at A3)**

Dwg. No. & Revision: **R1C093-R1-4511 A**



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number NK175218

Edition date 06.02.2017

- This official copy shows the entries on the register of title on 04 NOV 2019 at 11:46:17.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Nov 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NORFOLK : BROADLAND

- 1 (19.05.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the North side of Fakenham Road, Taverham.
- 2 (19.05.1995) A Conveyance of the land edged and numbered 1 in blue on the filed plan dated 23 August 1950 made between (1) Philip John Throssell (Vendor) and (2) Kenneth Smith (Purchaser) contains the following provision:-  
  
"IT IS HEREBY DECLARED that any fence to be erected along the North-Eastern boundary of the piece of land hereby conveyed where it adjoins the remainder of the Enclosure Numbered 129 on the Ordnance Survey Map for the Parish of Attlebridge shall be erected and thereafter maintained at the expense of the Purchaser"
- 3 (19.05.1995) The land has the benefit of the following rights reserved by a Transfer of land edged and numbered 2 in blue on the filed plan dated 21 May 1990 made between (1) William Arthur Todd (Vendor) and (2) Geoffrey Norman Hunt and Susan Jane Hunt (Purchaser):-  
  
"EXCEPT AND RESERVING to the vendor and his successors in title owners and occupiers for the time being of the adjoining land of the vendor ("the adjoining land") shown edged green on the attached plan number 1 ("number 1 plan") annexed hereto as provided in Part 1 of the Fourth Schedule

### THE FOURTH SCHEDULE

#### Part 1

(a) The free passage and running of water soil gas electricity and all other services for the adjoining land or any buildings now or which during a period of eighty years from the date hereof shall be erected thereon through any sewer drains pipes wires and channels now or which at any time within such period as aforesaid shall run under or through the property hereby transferred and (b) the right to make connections with and to inspect maintain repair and replace such sewers drains pipes wires and channels for the purpose of exercising the said free passage and free passage of water soil gas electricity and other

## A: Property Register continued

services as aforesaid the vendor making good to the purchaser all damage occasioned in or arising out of the exercise of such rights or any of them"

NOTE: The adjoining land referred to includes the land in this title.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (19.05.1995) PROPRIETOR: JOHN PETER KETTERINGHAM of The Woodlands, The Croft, Old Costessey, Norfolk.
- 2 (19.05.1995) The Transfer dated 21 May 1990 referred to in the Property Register contains Vendors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

### Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 21 May 1990 referred to in the Proprietorship Register:-

"The Vendor on behalf of himself and his successors in title owners and occupiers for the time being of the adjoining land hereby covenant with the purchaser in accordance with the Sixth Schedule

#### THE SIXTH SCHEDULE

The vendor covenants to

(a) to install a separate water sub-meter for the adjoining land prior to using any water from the shared private water system

(b) to pay to the purchaser at the prevailing statutory rates for the consumption of all water

(c) to pay to the purchaser a fair proportion of the cost of maintaining repairing and renewing the shared parts of the private water system according to use"

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (19.05.1995) The land is subject to the rights granted by a Deed dated 29 May 1970 made between (1) Ross Group Limited (2) Peter William Gallant and (3) The Gas Council.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Original filed.*

- 2 (19.05.1995) The land is subject to the following rights granted by a Conveyance of land edged and numbered 3 in blue on the filed plan dated 20 April 1990 made between (1) William Alfred Todd (Vendor) and (2) Michael Arthur Leonard Savage and Judith Ann Savage (Purchasers):-

"TOGETHER ALSO WITH a right of way to the property hereby conveyed with or without vehicles over a strip of land thirty feet wide on the Vendor's retained property and running along the south western boundary of the property hereby conveyed shown coloured brown on the plan attached hereto on payment of a proportionate part of the expense of keeping the access strip in good repair and condition"

NOTE: The land coloured brown referred to is tinted blue on the filed

## C: Charges Register continued

plan.

- 3 (15.06.2016) UNILATERAL NOTICE affecting the land tinted pink on the title plan in respect of a power of compulsory purchase granted by Statutory Instrument 2015 No.1347 The Norfolk County Council (Norwich Nother Distributor Road (A1067 to A47(T))) Order 2015.

*NOTE: Copy filed.*

- 4 (15.06.2016) BENEFICIARY: The Norfolk County Council of nplaw, Norfolk County Council, DX 135926, Norwich 13.

- 5 (30.01.2017) The land is subject to any rights that are granted by a Deed dated 13 January 2017 made between (1) John Peter Ketteringham and (2) National Grid Gas Plc and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

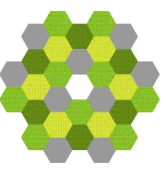
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 04 November 2019 shows the state of this title plan on 04 November 2019 at 11:46:17. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

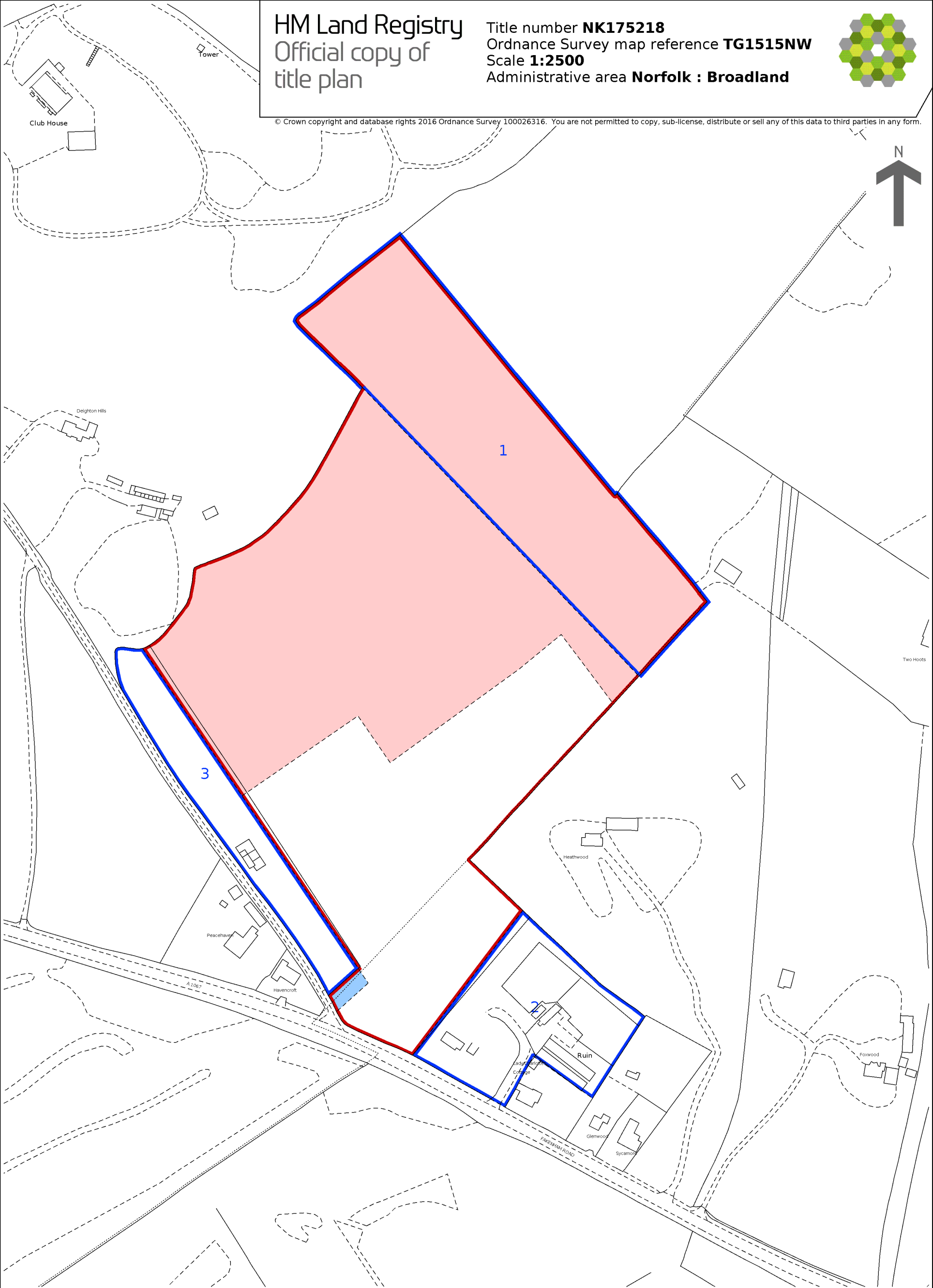
This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

HM Land Registry  
Official copy of  
title plan

Title number **NK175218**  
Ordnance Survey map reference **TG1515NW**  
Scale **1:2500**  
Administrative area **Norfolk : Broadland**



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**These are the notes referred to on the following official copy**

Title Number NK175218

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



THIS DEED OF GRANT is made the Twenty ninth day of May One thousand nine hundred and seventy BETWEEN  
ROSS GROUP LIMITED whose registered office is situate at Ross House in the County Borough of Grimsby (hereinafter called "the Grantor" which expression where the context so admits shall include its successors in title and assigns) of the first part PETER WILLIAM GALLANT of Beech Avenue Taverham in the County of Norfolk (hereinafter called "the Second Grantor") of the second part and THE GAS COUNCIL whose principal office is at 59 Bryanston Street Marble Arch London W.1. (hereinafter called "the Council" which expression where the context so admits shall include their successors and assigns) of the third part

WHEREAS

- (1) the Grantor is seized in unencumbered fee simple in possession of the land referred to in the First Schedule hereto (hereinafter called "the said land") subject only to the interest of the Second Grantor and
- (2) the Council are a statutory corporation established under the provisions of the Gas Act 1948 and the Gas Act 1965 and are the owners of a statutory gas undertaking and desire to lay and thereafter maintain a pipeline and ancillary apparatus in the said land and
- (3) the Grantor has agreed to grant to the Council the easements hereinafter mentioned and the Council have agreed to enter into the covenants hereinafter contained and the Second Grantor has agreed to join in this Deed in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of £305. 0s. 0d. (Three hundred and five pounds) now paid by the Council to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of the Council's covenants hereinafter contained the Grantor as Beneficial Owner with the consent and approval of the Second Grantor as is signified by his execution hereof (and to the intent that the easements hereby granted shall be appurtenant to the statutory gas undertaking of the Council) hereby grants unto the Council TO HOLD the same unto the Council in fee simple THE easements to lay construct inspect maintain use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Council and all necessary apparatus



ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land 20 feet in width indicated for identification purposes only by the line marked A-B C-D drawn on the plan annexed hereto and thereon coloured pink (hereinafter called "the said strip of land") and to pass over the said strip of land and over strips of land 10 feet wide adjoining the said strip of land for the purposes of the said works and of any works of the Council continuous therewith and over the said land for the purposes of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus

2. THE Council (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof) hereby covenant with the Grantor as follows:-

- (i) In exercising the easements hereby granted the Council shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto
- (ii) The Council shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by the Council of the easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
- (iii) The Council shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof notification whereof shall be given to the Grantor by the Council shall render and keep the same safe
- (iv) The Council shall keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor its servants or agents) PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in this sub-clause without the prior consent of the Council
- (v) The Council shall pay all rates and taxes which may be

imposed in respect of the said works or the easements

hereby granted

3. THE Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with the Council as follows:-

- (i) The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury
- (ii) The Grantor shall not without the prior consent in writing of the Council make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land or any part of the said land being a part nearer than 10 feet measured in any direction from the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Council or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works
- (iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land nor save with the consent in writing of the Council (which consent shall not be unreasonably withheld) any part of the said land being a part nearer than 10 feet measured in any direction from the said strip of land:

PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires and cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Council or their agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid

4. IF any interference with or disturbance of the functioning of any drain or drainage system in on or under the land of the Grantor can be shown by the Grantor to have been caused by the laying of any main or pipe in the exercise of the easements hereby granted then the Council shall so far as is

reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid \_\_\_\_\_

5. ANY dispute arising under Clauses 2 3 and 4 hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1950 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination \_\_\_\_\_

6. (1) IF AT ANY TIME

- (a) permission is granted under Part III of the Town and Country Planning Act 1962 or any statutory modification or re-enactment thereof for the time being in force (otherwise than by a development order) for development which consists of or includes building operations which the Grantor is prevented by the covenants of Clause 3 hereof from carrying out or it is shown that but for the said works such permission might reasonably have been expected to be granted and \_\_\_\_\_
- (b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said land consistently with the Grantor's covenants in Clause 3 hereof and \_\_\_\_\_
- (c) the principal amount of compensation which would have been payable in respect of compulsory acquisition by the Council of the easements hereby granted in pursuance of a notice to treat served on the date hereof if such permission had previously been granted exceeds the sum set out in Clause 1 hereof (which is calculated without reference to the prospect of any such operations) \_\_\_\_\_

then subject to the provisions of this clause the Council will pay to the Grantor a sum equal to the excess \_\_\_\_\_

PROVIDED THAT

- (a) the Grantor shall not be entitled to any payment if the development which the Grantor is prevented from carrying out by the covenants of Clause 3 hereof is in respect of development of the land for the purposes of poultry

and turkey enterprises and

(b) the sum set out in Clause 1 hereof is calculated on the basis that the said land is valued at £400 per acre and the Grantor shall be entitled to a payment in accordance with the provisions of this Clause only insofar as the sum calculated in accordance with sub-clause (1)(c) hereof is based on a valuation in excess of £400 per acre

(ii) If the Grantor claims to be entitled to a payment under the last foregoing sub-clause hereof it shall give notice in writing to the Council of such claim and shall furnish all such particulars in relation thereto as the Council may reasonably require

(iii) There shall be deducted from any sum which would otherwise be payable under this clause an amount equal to any sum previously so paid in respect of the same land

(iv) Any dispute arising out of the provisions of this Clause shall be referred to a single arbitrator to be agreed upon between the parties in dispute and in default of such agreement to the Lands Tribunal

7. (i) The provisions of Clauses 2 and 3 hereof shall have effect subject to this Clause

(ii) Subject to the provisions of this Clause the provisions (in this Clause called "the said provisions") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for sections 78 to 85 of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated herein

(iii) The said provisions shall be construed as if references to the Mine Owner were references to the Grantor; references to the Company were references to the Council; references to any railway or works of the Company were references to the works defined in Clause 1 hereof and references to rail level were references to top of pipeline level

(iv) Any arbitration under the said provisions shall be by a single arbitrator to be agreed upon between the parties in dispute and in default of agreement by the Lands Tribunal and Section 85D(3) of the said provisions shall be of no effect

8. THE Second Grantor hereby acknowledges the right of the Council to production of the deed set out in the Second Schedule hereto (possession whereof is retained

by the Second Grantor) and to delivery of copies thereof and hereby undertakes the safe custody thereof

9. THE Grantor as to the document mentioned in the Second Schedule hereto covenants with the Council that as and when the document shall come into the possession of the Grantor or its successors in title the Grantor will when requested and at the cost of the Council or ~~their~~ successors in title execute a statutory acknowledgment for production of such document

10. WHERE the Grantor consists of two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons

11. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five thousand five hundred pounds

IN WITNESS whereof the Grantor and the Council have caused their respective Common Seals to be hereunto affixed and the Second Grantor has set his hand and seal the day and year first hereinbefore written

THE FIRST SCHEDULE

ALL THAT land situate in the Parish of Attlebridge in the County of Norfolk comprising (inter alia) O.S. No.137 as the same is (with other land) more particularly described in the Conveyance set out in the Second Schedule hereto

THE SECOND SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Parties</u>
18th March 1968	Conveyance	(1) The Second Grantor (2) The Grantor

THE COMMON SEAL of ROSS GROUP

LIMITED was hereunto affixed

in the presence of:-

*A. M. Fin*  
DIRECTOR

*D. Sheall*  
SECRETARY

SIGNED SEALED AND DELIVERED by the  
said PETER WILLIAM GALLANT

*P. W. Gallant*

in the presence of:-

*Rodney S. Moore,  
Clerk to Messrs. Woolsey Woolsey,  
Solicitors, Norwich.*

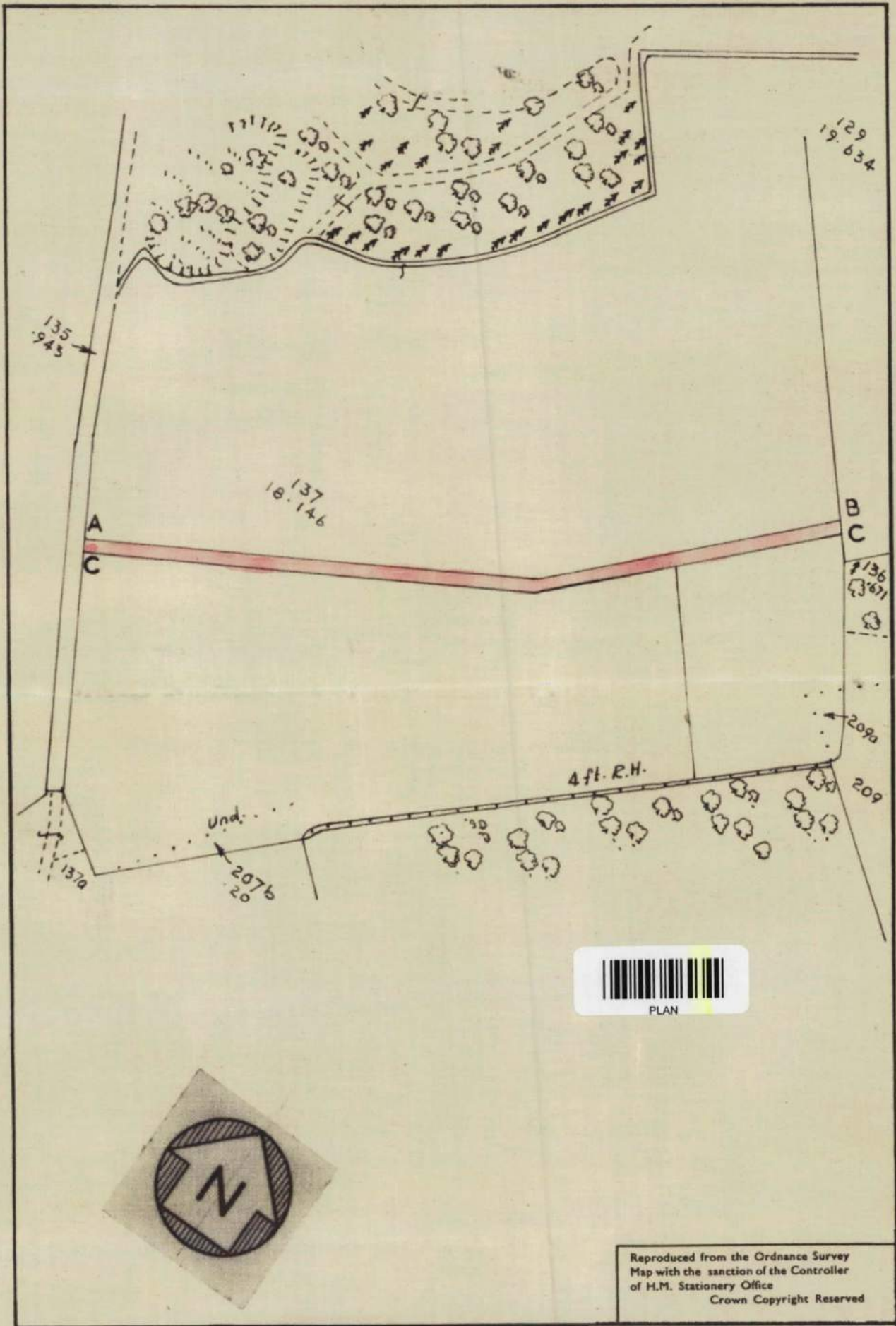
THE COMMON SEAL of THE GAS  
COUNCIL was hereunto affixed

in the presence of:-

*R. C. Palushany*

ASSISTANT SECRETARY





DISTRIBUTION  
DEPARTMENT,

**Eastern GAS**

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Title Number NK175218

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.



DATED 13 JANUARY 201~~8~~7

JOHN PETER KETTERINGHAM

to

NATIONAL GRID GAS PLC

GRANT OF EASEMENT

over land at

Fakenham Road, Taverham

Ref: 088313.010720

## NATIONAL GRID GAS PLC

County and District: Norfolk, Broadland  
Title No: NK175218  
Property: Land on the North side of Fakenham Road, Taverham

THIS DEED OF GRANT is made the 13 day of JANUARY 2017

### 1. PARTIES

- 1.1 "the Grantor" John Peter Ketteringham  
of 59 Low Road Low Farm Norwich Norfolk NR8 6RR  
which expression where the context so admits shall  
include the Grantors successors in title and assigns
- 1.2 "National Grid Gas PLC" National Grid Gas PLC whose registered office is at 1 –3  
Strand, London WC2N 5EH (Company Number  
2006000) which expression where the context so admits  
shall include its successors in title and assigns

### 2. RECITALS

- 2.1 The Grantor is the Registered Proprietor of the land comprised in the above title number (hereinafter called "the Land")
- 2.2 National Grid Gas PLC is a public gas transporter within the meaning of Section 7 of the Gas Act 1986 as amended by the Gas Act 1995 and is the owner of a gas transmission and distribution network which together with terminals storage facilities and other apparatus comprise National Grid Gas PLC's undertaking and desires to lay and thereafter maintain a pipeline and ancillary apparatus in the Land
- 2.3 Under the provisions of the Gas Act 1986 as amended by the Gas Act 1995 National Grid Gas PLC may be directed to transmit gas on behalf of others
- 2.4 The Grantor has agreed to grant to National Grid Gas PLC the easements hereinafter mentioned and National Grid Gas PLC has agreed to enter into the covenants hereinafter contained

### 3. GRANT OF EASEMENTS

- 3.1 In pursuance of the said agreement and in consideration of the sum of **three thousand eight hundred pounds (£3,800)** now paid by National Grid Gas PLC to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of National Grid Gas PLC's covenants hereinafter contained the Grantor with full title

guarantee (and to the intent that the easements hereby granted shall be appurtenant to National Grid Gas PLC's undertaking and each and every part thereof) **HEREBY GRANTS** unto National Grid Gas PLC **THE EASEMENTS** to retain lay construct inspect maintain protect use enlarge replace renew remove or render unusable a sub-surface pipeline for the transmission or storage of gas or other ancillary materials (whether such gas or materials are transmitted by National Grid Gas PLC on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the Works") in upon beneath and over a strip of land detailed in the Schedule hereto and coloured pink on the plan annexed hereto (hereinafter called "the Strip of Land") and to pass over the Strip of Land and so much of the Land as is reasonably necessary for the purposes of the Works and any other works belonging to National Grid Gas PLC or used by National Grid Gas PLC's undertaking and which are contiguous with the Strip of Land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus **TO HOLD** the same unto National Grid Gas PLC in fee simple

#### **4 COVENANTS BY NATIONAL GRID GAS PLC**

- 4.1 National Grid Gas PLC (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the Land and every part thereof) but so that National Grid Gas PLC and its successors in title shall not be liable once it or they shall have parted with all their respective interests in the Works provided that it has secured a direct covenant from their respective transferee in favour of the Grantor or the Grantor's successor in title an obligation to perform and observe any positive covenants contained herein on the part of National Grid Gas PLC **HEREBY COVENANTS** with the Grantor as follows:
- 4.1.1 In exercising the easements hereby granted National Grid Gas PLC shall take all reasonable precautions to avoid obstruction to or interference with the user of the Land and damage and injury thereto
- 4.1.2 National Grid Gas PLC shall so far as is reasonably practicable and as soon as reasonably possible make good all damage or injury to the Land caused by the exercise by National Grid Gas PLC of the easements hereby granted and shall as soon as reasonably possible pay full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid
- 4.1.3 National Grid Gas PLC shall so far as is reasonably practicable and so long as the Works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the Works in proper repair and condition and upon abandonment of the Works or any part thereof (notification whereof shall be given to the Grantor by National Grid Gas PLC) shall forthwith render the same permanently safe
- 4.1.4 National Grid Gas PLC shall keep the Grantor fully indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure or omission to keep the Works in proper repair and condition as aforesaid (except any such actions claims or demands as may be

occasioned by the default or wrongful act of the Grantor or the Grantor's servants or agents)

- 4.1.5 National Grid Gas PLC shall fully indemnify and keep fully indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor or the Grantor's servants or agents

**PROVIDED** that the indemnities in sub-clauses 4.1.4 and 4.1.5 of this Clause are conditional upon the Grantor (i) giving to National Grid Gas PLC written notice of any such actions claims or demands as soon as possible after the Grantor becomes aware of any such actions claims or demands; (ii) not admitting liability to any third party, making any offer to settle, settling or compromising any such actions claims or demands without the consent of National Grid Gas PLC; (iii) taking all reasonable steps to mitigate any liabilities relating to such actions claims or demands; and (iv) keeping National Grid Gas PLC informed in relation to the progress of any such actions, claims and demands and paying due regard to the reasonable representations of National Grid Gas PLC in relation thereto

- 4.1.6 National Grid Gas PLC shall pay all rates and taxes which may be imposed in respect of the Works or the easements hereby granted
- 4.1.7 Not to transfer the benefit of this Deed unless the transferee first covenants directly with the Grantor to comply with the obligations of National Grid Gas PLC in this Deed

## **5 COVENANTS BY THE GRANTOR**

- 5.1 The Grantor (to the intent and so as to bind the Land and every part thereof into whosoever hands the same may come (but so that subject to the provisions of Clause 10 of this Deed the Grantor and any successors in title shall not be liable once they shall have parted with all their respective interests in the Land) and to benefit and protect the easements hereby granted) hereby covenants with National Grid Gas PLC that: -
- 5.1.1 The Grantor shall not do or cause or permit to be done on the Land anything calculated or likely to cause damage or injury to the Works and will take all reasonable precautions to prevent such damage or injury
- 5.1.2 The Grantor shall not without the prior consent in writing of National Grid Gas PLC (such prior written consent not to be unreasonably withheld or delayed) make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Strip of Land so as to interfere with or obstruct the access thereto or to the Works by National Grid Gas PLC or so as to lessen or in any way interfere with the support afforded to the Works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the Works
- 5.1.3 The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the Strip of Land

**PROVIDED** that nothing in this Clause shall prevent the Grantor in respect of the Strip of Land from:

- (i) installing any necessary service pipes drains wires or cables; and/or
- (ii) carrying on normal acts of good husbandry including fencing hedging and ditching; and/or
- (iii) landscaping or constructing roads cycleways footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats)

in each case under the supervision of National Grid Gas PLC (if required by it) and not so as to cause any such interference obstruction or material reduction of the depth of soil as aforesaid **BUT ALWAYS SUBJECT TO** and **CONDITIONAL UPON** National Grid Gas PLC or its agents having given its prior written consent (which shall not be unreasonably withheld or delayed but may be given subject to conditions) to any such works, uses and activities and the Grantor shall supply to National Grid Gas PLC with any application for such consent all reasonable information that National Grid Gas PLC may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications).

## **6 ARBITRATION**

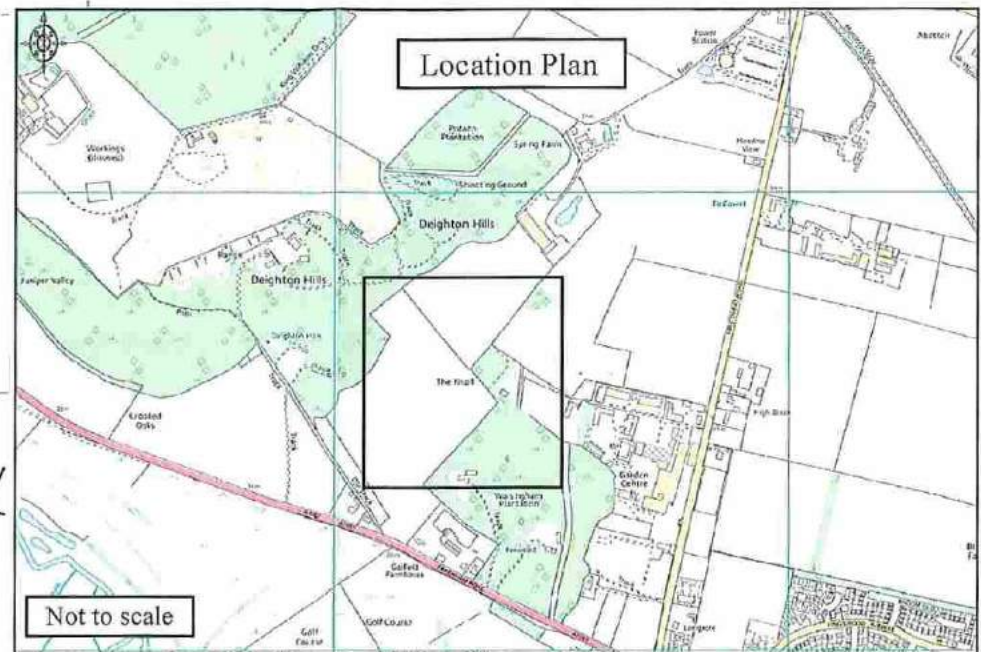
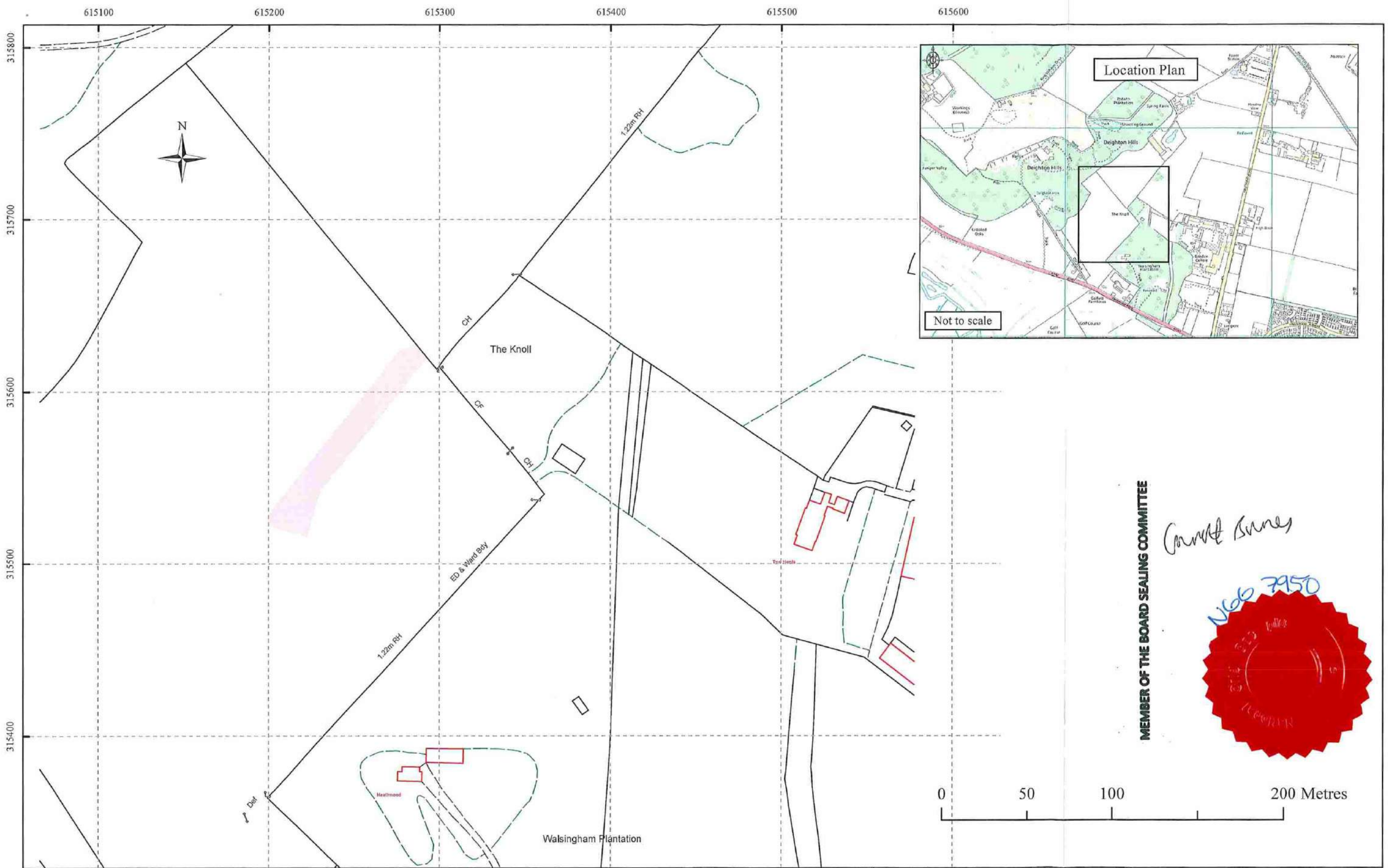
- 6.1 Any dispute arising under Clauses 4 and 5 hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Acts 1996 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and for the avoidance of doubt the costs of the arbitration shall be part of the award of the Arbitrator

## **7 SERVICE OF NOTICES**

- 7.1 All communications relative to this Deed shall be addressed to the Grantor at the address given above or to the Grantee at the address given above or such other addresses as the parties shall from time to time notify to each other in writing

## **8 COVENANTS JOINT AND SEVERAL**

- 8.1 Where the Grantor comprises two or more persons covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons



MEMBER OF THE BOARD SEALING COMMITTEE

*Conrad Boney*

*NG6 7950*



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Grantor:  
 John Peter Ketteringham  
 The Woodlands  
 The Croft  
 Old Costessey  
 Norfolk NR8 5DS

Client: National Grid		Scale: 1:2,000 @A3	
Title: <b>Norwich NDR Feeder 3 Gas Main Diversion</b>			
Date: 01/12/2016	Job. No: MB2003	Drg. No: MB2003/JPK/01	Rev: A

9      **DISPOSITIONS BY THE GRANTOR**

The Grantor or any of his its or their successors in title shall not bring any action on any matter contained herein where the cause of the action arises after the Grantor or such successors in title (as the case may be) have parted with their respective interests in the Land

10      **REGISTRATION**

- 10.1      The parties hereto hereby apply to the Chief Land Registrar to make notes and entries in respect of this deed and the rights and liberties hereby granted and the covenants hereby made on the registers relating to the title(s) mentioned above;
- 10.2      The parties shall make all reasonable endeavors to ensure that any requisitions raised by the Land Registry in connection with an application for registration are dealt with promptly and properly.

**IN WITNESS** the parties hereto have duly executed this Deed the day and year first before written

THE SCHEDULE

Plan number	Diameter	Above Ground/ Below Ground/ Overhead	Pressure	Material	Total width of Easement Strip required
MB2003/JPK/01	914mm	Below Ground	HP	Steel	24.4m



SIGNED AS A DEED  
by the said JOHN PETER KETTERINGHAM  
in the presence of: -

*J.P. Ketteringham*

WITNESS

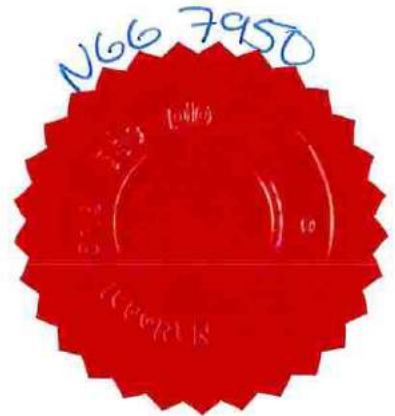
Name..... *C. H. Taylor*  
Address..... *1 Norwich Road*  
*Aylsham*  
*Norfolk NR11 6BN*  
Occupation..... *Solicitor*

THE COMMON SEAL of  
National Grid Gas PLC  
was hereunto affixed  
in the presence of: -

*Carol Buns*

Authorised signatory

Member of Board Sealing Committee



## Irina Goodwin

---

**From:** Chris Burgess  
**Sent:** 18 November 2019 15:32  
**To:** Irina Goodwin  
**Subject:** John Ketteringham NDR Surplus Land E-mail from NCC re Access Track

---

**From:** Bradshaw, Steven [mailto:steven.bradshaw@norfolk.gov.uk]  
**Sent:** 18 November 2019 15:07  
**To:** Chris Burgess <ChrisBurgess@hansells.co.uk>  
**Subject:** RE: John Ketteringham NDR Surplus Land

\*\*\* THINK - External Email – Do you trust this email? \*\*\*

---

Hi Chris,

I apologise for not coming back to you sooner on this matter. The Council's surveyor wanted to speak to members of the NDR team about the plot the Council is acquiring from Mr Ketteringham. He has just replied to say that the Council no longer needs to acquire the access track shown hatched brown on the auction plan you sent to me. Therefore, would your client prefer to sell the access track along with plot 2/3?

I will follow-up shortly with a letter explaining the NDR easement rout. Essentially, the buyer will step into the shoes of your client and will take benefit of the easement labelled X2 on the NDR street plans.

Kind regards,

Steven Bradshaw  
Senior Legal Officer, nplaw

Tel: 01603 222924  
Email: [steven.bradshaw@norfolk.gov.uk](mailto:steven.bradshaw@norfolk.gov.uk)  
DX 135926 Norwich 13

 nplaw, the Shared Legal Service hosted by Norfolk County Council  
Address: 7th Floor, County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH  
[www.nplaw.co.uk](http://www.nplaw.co.uk)



*This email and any attachments may be legally privileged and should not be disclosed without reference to nplaw.*

**Chris Burgess LARTPI** | Associate  
[ChrisBurgess@hansells.co.uk](mailto:ChrisBurgess@hansells.co.uk)

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**Managing Partner** Roger Holden

**Senior Partner** Tim Eagle

**Partners**

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FAO Chris Burgess  
Hansells Solicitors  
Cambridge House  
Norwich  
NR3 1RE

Fax No: 01603 222899  
DX 135926 NORWICH 13

Your Ref: 100157.009

Please ask for: Steven Bradshaw

My Ref: SJB/49617

Direct Dialling  
Number: (01603) 222924

Email: steven.bradshaw@norfolk.gov.uk

18 November 2019

Direct Fax  
Number: 01603 222899

Dear Chris,

**Re: Your client: Mr Ketteringham  
The Norfolk County Council (Norwich Northern Distributor Road (A1067 to  
A47(T))) Order 2015 ("DCO")**

Please accept this letter as an acknowledgement of Norfolk County Council's decision not to acquire that part of the DCO plot 2/2 shown coloured yellow on the attached plan labelled 'SJB1'. Your client is therefore free to sell this part of plot 2/2.

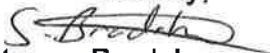
In accordance with the DCO, Norfolk County Council will grant your client or its successor, an easement, by vehicle and foot, over and along the route labelled 'PMA X2' on the DCO Street Plans 1 and 2. The purpose of which is for your client or its successor to gain access to their retained land.

The easement will be granted by the Council as soon as is reasonably practical after the Council has completed transfers of plots 1/8, 1/13, 1/17, 1/21, 1/23, 2/1, 2/2, shown on the DCO Street Plans 1 and 2.

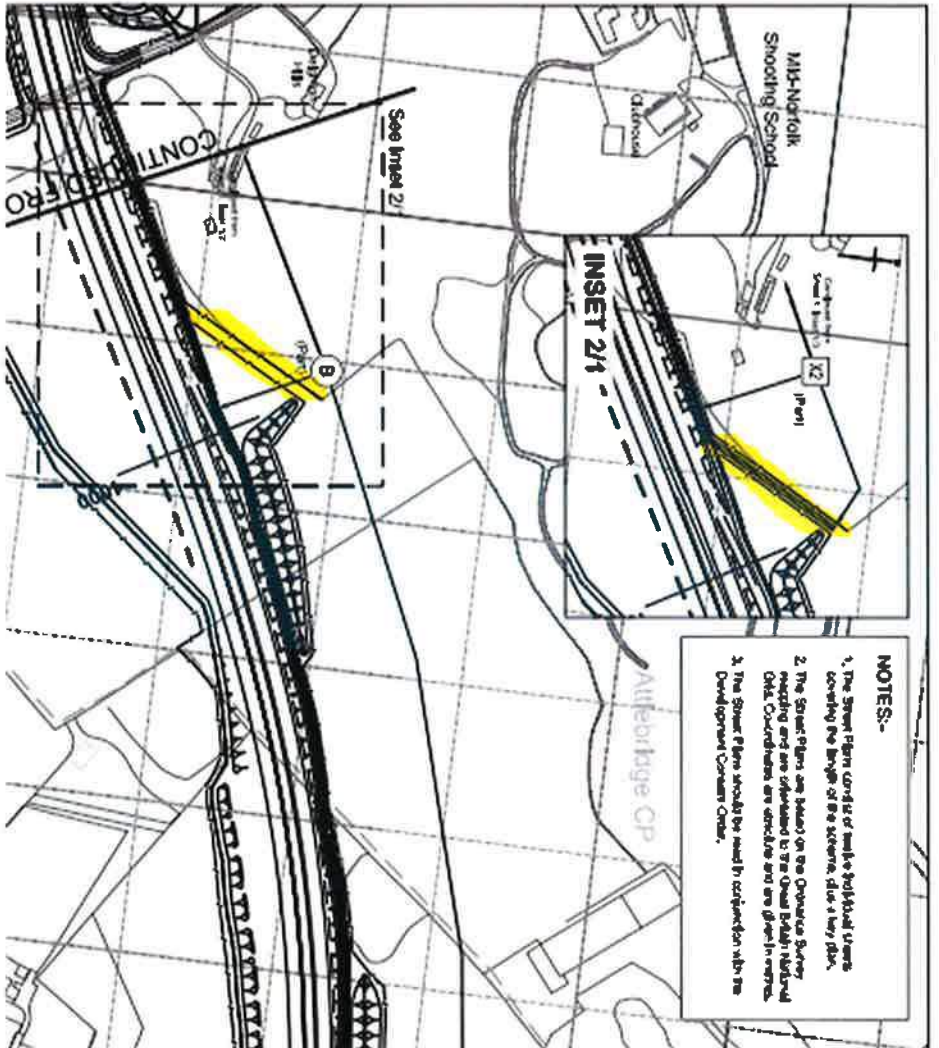
In the meantime, the road is built and the easement route is open for use. Also, plot 2/3 is no longer being used by Norfolk County Council.

I trust this letter will clear up any ambiguity over the NDR acquisition.

Yours sincerely,

  
Steven Bradshaw  
Senior Legal Officer

SJB1



See Inset 2/1

INSET 2/1

Mid-Norfolk  
Shooting School

Arlbergidge CP

**NOTES:-**

1. The Street Plans consist of multiple individual items covering the length of the scheme, due to way files.
2. The Street Plans are based on the Ordnance Survey mapping and are referenced to the Great British National Grid. Coordinates are provided and are given in metres.
3. The Street Plans should be read in conjunction with the Development Control Order.

## Charlotte Webster

---

**From:** Chris Burgess <ChrisBurgess@hansells.co.uk>  
**Sent:** 19 November 2019 09:46  
**To:** Charlotte Webster  
**Subject:** FW: John Kettringham NDR Surplus Land  
**Attachments:** 20191118165509923.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Charlotte. This is the last piece in the jigsaw. As you can see the County Council have now confirmed they will grant the buyer access rights over the section of the access track (coloured brown on the attached plan) outside of the land which John owns. Please add it to the auction pack.

Kind regards

Chris Burgess

---

**From:** Bradshaw, Steven [mailto:steven.bradshaw@norfolk.gov.uk]  
**Sent:** 19 November 2019 09:39  
**To:** Chris Burgess <ChrisBurgess@hansells.co.uk>  
**Subject:** RE: John Kettringham NDR Surplus Land

\*\*\* THINK - External Email – Do you trust this email? \*\*\*

---

Morning Chris, yes the intention is to grant the easement over the route labelled X2 on the DCO Street Plans. This includes the areas you've coloured brown and green on the plan.

Kind regards,

Steven Bradshaw  
Senior Legal Officer, nplaw

Tel: 01603 222924  
Email: [steven.bradshaw@norfolk.gov.uk](mailto:steven.bradshaw@norfolk.gov.uk)  
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[www.nplaw.co.uk](http://www.nplaw.co.uk)



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---

**From:** Chris Burgess <[ChrisBurgess@hansells.co.uk](mailto:ChrisBurgess@hansells.co.uk)>  
**Sent:** 18 November 2019 16:52  
**To:** Bradshaw, Steven <[steven.bradshaw@norfolk.gov.uk](mailto:steven.bradshaw@norfolk.gov.uk)>  
**Subject:** RE: John Kettringham NDR Surplus Land

**WARNING:** External email, think before you click!

Dear Steven thank you for your letter. Please see the amended sale plan attached. Can you also confirm that the County Council will enter into an agreement in respect of the land coloured brown on the attached plan to provide similar access rights to the rest of the access track shown green.

Kind regards

Chris Burgess

**Chris Burgess LARTPI** | Associate  
[ChrisBurgess@hansells.co.uk](mailto:ChrisBurgess@hansells.co.uk)

**T** 01603 275 834 | **F** 01603 633 585 | **M** 07557 227 482

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**Managing Partner** Roger Holden

**Senior Partner** Tim Eagle

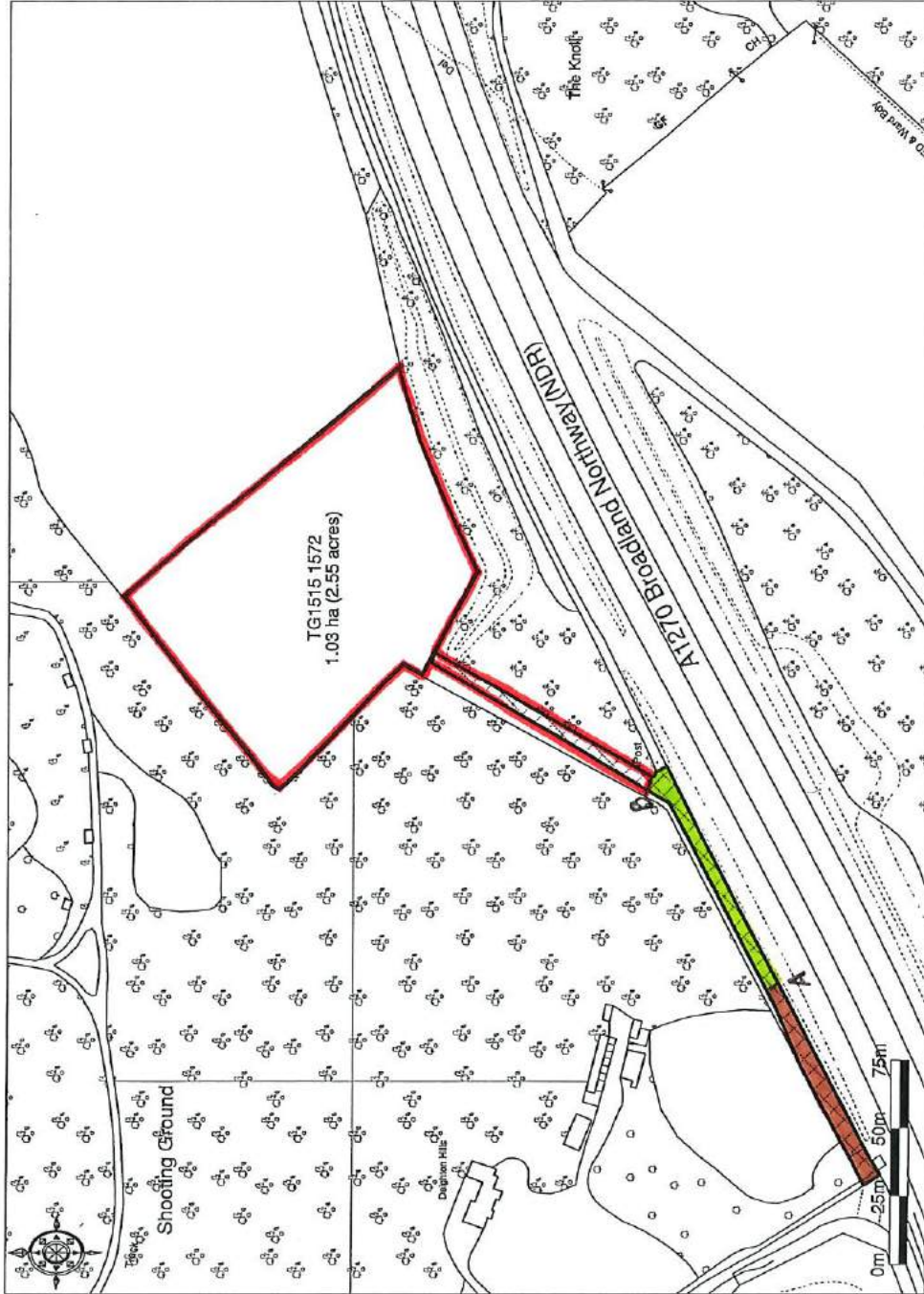
**Partners**

Kathryn Hirst Sharon Lilley (Non Lawyer) Shelyna Mariscal Rachel McGurk Jane Stockings Nick Sutherland

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## Commercial Property Standard Enquiries

**CPSE.7 (version 1.3) General short form pre-contract enquiries for all property transactions**

### Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

### Particulars

**Seller:** John Peter Ketteringham

**Buyer:**

**Property:** Land on the North side of Fakenham Road Taverham

**Transaction:** Sale

**Seller's solicitors:** Hansells Solicitors 13 The Close Norwich NR1 4DS (Ref CPB.100157.013)

**Buyer's solicitors:**

**Date:** 18.11.19

### Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
  - **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
  - **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
  - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.**
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

# Practical Law

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## ENQUIRIES

### 1. BOUNDARIES AND EXTENT

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

Please see the attached land interest plan (number R1C093-R1-4511A) ("Land Interest Plan") showing the permanent land take and temporary land take by Norfolk County Council in connection with the NDR

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

Please see above

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

(a) The Seller has maintained the original fences and regarded these as his responsibility

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

Please see the land interest plan referred to at 1 above

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

The Seller owns land shown coloured orange on the Land Interest Plan

**2. RIGHTS BENEFITING THE PROPERTY**

2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

None so far as the seller is aware

2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

Confirmed so far as the Seller is aware

2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

None so far as the Seller is aware but see Unilateral Notice registered on the title by Norfolk County Council

2.4 What are the pedestrian and vehicular access routes to and from the Property?

Please see terms of the draft TP1 and note regarding Norfolk County Council's intention to grant private access rights as part of the compulsory land take of part of the retained land as set out in the Land Interest Plan

2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

Please see Unilateral Notice registered against the Title by Norfolk County Council and attached Land Interest Plan

**3. ADVERSE RIGHTS AFFECTING THE PROPERTY**

3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

None so far as the Seller is aware

3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

Confirmed as far as the Seller is aware

3.3 Are there any overriding interests to which the Property is subject?

Not so far as the Seller is aware

3.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

Not so far as the Seller is aware

3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

Please see Unilateral Notice registered against the Title by Norfolk County Council and attached Land Interest Plan

#### 4. PHYSICAL CONDITION

4.1 Is the Property now, or has it ever been, affected by any of the following:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

None so far as the Seller is aware. The Seller however gives no warranty regarding the absence of the matters and the Buyer must come to its own conclusion on the matters based on its own inspection, survey and testing.

4.2 Is there any Green Deal Plan affecting the Property?

No

4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

None so far as the Seller is aware but the Seller gives no warranty regarding the matters

above and the Buyer must come to its own conclusion on the matters based on its own inspection, survey and testing.

- 4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

N/A

- 4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

N/A

- 4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

N/A

## 5. CONTENTS

- 5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

N/A

- 5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

N/A

## 6. UTILITIES AND SERVICES

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

Please see attached water search results. No other services

- 6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

Please see the Deeds relating to gas services referred to in the Title documents

6.3 Does the Property have a communal heating, cooling or hot water system?

N/A

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

N/A

## 7. FIRE SAFETY AND MEANS OF ESCAPE

7.1 What are the current means of escape from the Property in case of emergency?

N/A

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

N/A

7.3 Has there been any fire risk recommendation that has not been implemented?

N/A

## 8. PLANNING AND BUILDING REGULATIONS

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

None so far as the Seller is aware but please rely on your own enquiries and searches

8.2 Is any building or structure on the Property listed under planning law?

N/A



8.3 What works have been carried out at the Property during the last 4 years?

See Unilateral Notice registered against the Title and the Land Interest Plan

8.4 What changes of use have taken place at the Property during the last 10 years?

See Unilateral Notice registered against the Title and the Land Interest Plan

8.5 What is the existing use of the Property and how is it authorised under planning legislation?

Agricultural Land by long usage (over ten years or more)

8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

None

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

Please see the local search result.

8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

Please see Unilateral Notice registered against the Title and the Land Interest Plan

8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

None so far as the Seller is aware

## 9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

Please see the Unilateral Notice and the Land Interest Plan

9.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

The Seller is in the process of making arrangements with Norfolk County Council for the grant of private access rights to the Property across land which is to be taken by NCC as part of the NDR

9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

None so far as the Seller is aware

## 10. STATUTORY AND OTHER REQUIREMENTS

10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

None so far as the Seller is aware

10.2 Do you have a health and safety file for the Property?

N/A

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

N/A

10.4 Please supply a valid Energy Performance Certificate (EPC) for the Property.

N/A

10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

N/A

10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

N/A

10.7 Please supply details of any grant made or claimed in respect of the Property including circumstances in which it may have to be repaid.

N/A

## 11. ENVIRONMENTAL

11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

Please see the results of Environmental Search

11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

N/A

11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

None so far as The Seller is aware but The Seller gives no warranty regarding the matters above and the Buyer must come to its own conclusion on the matters based on its own inspection, survey and testing.

11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

None so far as the Seller is aware but the Seller gives no warranty regarding the matters above and the Buyer must come to its own conclusion on the matters based on its own inspection, survey and testing.

11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

None so far as the Seller is aware but the Seller gives no warranty regarding the matters above and the Buyer must come to its own conclusion on the matters based on its own inspection, survey and testing.

## 12. OCCUPIERS

12.1 Does anyone apart from you have any right to use or occupy the Property?

Please see details of the gas services running through the property referred to in the Title Documents

12.2 If the Property is vacant, when and why did it become vacant?

Open Land

## 13. INSURANCE

13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

N/A

13.2 Please give details of any outstanding insurance claims in relation to the Property.

N/A

13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

N/A

13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

N/A

13.5 Please provide details of any breaches of any insurance policies relating to the Property.

N/A

**14. RATES AND OTHER OUTGOINGS**

14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

N/A

14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

None

14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

None

14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

N/A

14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

N/A

**15. NOTICES**

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

Please see Unilateral Notice registered against the Title

**16. DISPUTES**

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

None

**17. SDLT ON ASSIGNMENT OF A LEASE**

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

N/A

- 17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

N/A

- 17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

N/A

**18. DEFERRED PAYMENT OF SDLT**

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

N/A

**19. VAT**

- 19.1 If you are registered for VAT, please supply your VAT registration number.

N/A

- 19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('TOGC') and therefore outside the scope of VAT.

N/A

19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

No

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

[Insert answer to question here]

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

Transfer of Land -exempt

## 20. CAPITAL ALLOWANCES

20.1 Is there anything in the Property upon which a capital allowances claim can be based?

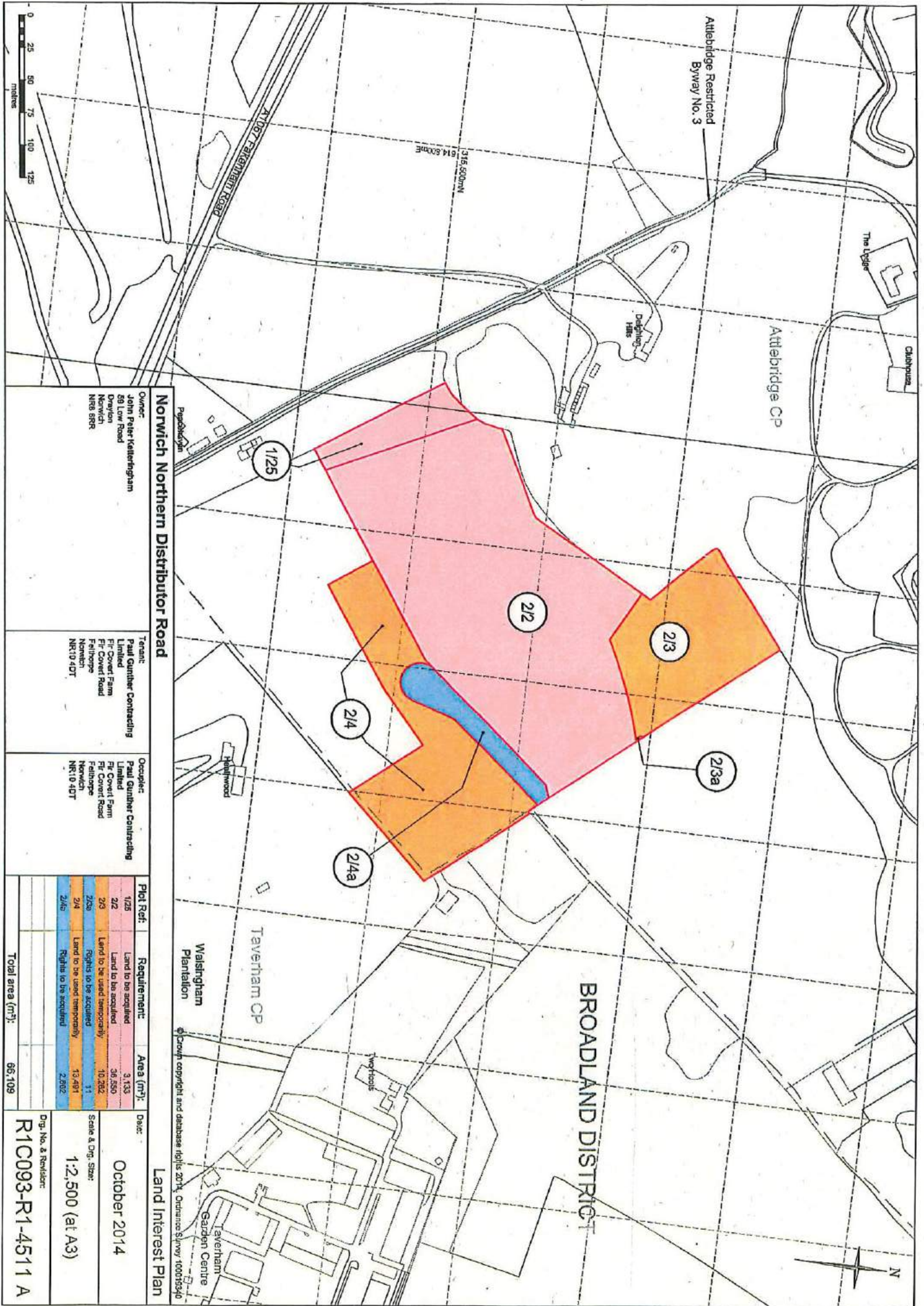
No

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

[Insert answer to question here]







**Norwich Northern Distributor Road**

**Owner:**  
 John Peter Katterfringham  
 69 Low Road  
 Drayton  
 Norwich  
 NR8 8RR

**Tenant:**  
 Paul Gunther Contracting  
 Limited  
 Fir Cove Farm  
 Fir Cove Road  
 Felthorpe  
 Norwich  
 NR10 4DT

**Occupier:**  
 Paul Gunther Contracting  
 Limited  
 Fir Cove Farm  
 Fir Cove Road  
 Felthorpe  
 Norwich  
 NR10 4DT

Plot Ref:	Requirement:	Area (m <sup>2</sup> ):	Date:
1/25	Land to be acquired	3,133	October 2014
2/2	Land to be acquired	36,550	
2/3	Land to be used temporarily	10,262	
2/3a	Rights to be acquired	11	
2/4	Land to be used temporarily	13,491	
2/4a	Rights to be acquired	2,692	
Total area (m <sup>2</sup> ):		66,109	

**Land Interest Plan**

**Date:**  
 October 2014

**Scale & Dwg. Size:**  
 1:2,500 (at A3)

**Dwg. No. & Revision:**  
 R1C093-R1-4511 A

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Order Reference:G2483688-2  
Produced on:13 November 2019



## COMMERCIALDW Drainage and Water Enquiry

The information in this document refers to:

Land at Taverham  
Norwich  
nr8 6hs

This document was ordered by:

Hansells  
13-14  
The Close  
Norwich  
NR1 4DS

Customer reference: 100157.013

**This document was produced by: Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambs, PE29 6SZ. For any queries relating to this report please contact our customer services team on 0800 085 8050, quoting order reference: G2483688-2.**

### Interpretation of Drainage and Water Search

Appendix 1 of this report contains definitions of terms and expressions.

### Enquiries and Responses

The records were searched by Steve Tibbs (Anglian Water Services Limited trading as Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Steve Tibbs (Anglian Water Services Limited trading as Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 11 November 2019 and completed on 13 November 2019

Geodesys, has a robust and uniformly efficient complaints process. Formal complaints and queries can be made, by telephone on 0800 085 8050, in writing to Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambs, PE29 6SZ or by e-mail to [customer.services@geodesys.com](mailto:customer.services@geodesys.com)

***Our standard terms and conditions for Commercial Drainage and Water Enquiries apply to this report. They are included in this search and are available on our website.***

***On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The WaterIndustry (schemes for Adoption of Private Sewers) Regulations 2011. The contents of this search may not reflect these changes. Please visit [www.anglianwater.co.uk/sewerswitchover](http://www.anglianwater.co.uk/sewerswitchover) for more details.***

## Summary of Responses

Question	Answer
1 Where relevant, please include a copy of an extract from the public sewer map	<b>Not Included</b>
2 Where relevant, please include a copy of an extract from the map of waterworks	<b>Map Included</b>
3 Does foul water from the property drain to a public sewer?	<b>Land/Plot</b>
4 Does surface water from the property drain to a public sewer?	<b>Land/Plot</b>
5 Is a surface water drainage charge payable?	<b>See Details</b>
6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	<b>No</b>
6.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	<b>No</b>
7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	<b>No</b>
7.1 Does the public sewer map indicate any pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	<b>No</b>
8 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?	<b>Land/Plot</b>
9 Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	<b>Not Applicable</b>
10 Is any building within the property at risk of internal flooding due to overloaded public sewers?	<b>No</b>
11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works	<b>See Details</b>
12 Is the property connected to mains water supply?	<b>Land/Plot</b>
13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	<b>No</b>
14 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	<b>No</b>
15 Is the property at risk of receiving low water pressure or flow?	<b>No</b>
16 What is the classification of the water supply for the property?	<b>See Details</b>
17 Please include details of the location of any water meter serving the property	<b>See Details</b>
18.1 Who is responsible for providing the sewerage services for the property?	<b>Anglian Water Services Limited</b>
18.2 Who is responsible for providing the water services for the property?	<b>Anglian Water Services Limited</b>
19 Who bills the property for sewerage services?	<b>See Details</b>
20 Who bills the property for water services?	<b>See Details</b>
21 Is there a meter installed at the property?	<b>Land/Plot</b>
22 Is there any easement giving Anglian Water the right of access to defined assets located within the boundary of the property?	<b>No</b>
23 Are there any trade effluent consents relating to this site/property	<b>No</b>

## Did you know?

Geodesys is a trusted brand providing a full range of conveyancing searches for residential and commercial properties throughout England and Wales.

Geodesys, a trading name of Anglian Water Services Limited, is responsible in respect of the following:

- (i) any negligent or incorrect entry in the records searched.
- (ii) any negligent or incorrect interpretation of the records searched.
- (iii) any negligent or incorrect recording of that interpretation in the search report.
- (iv) compensation payments.

## Professional Standards



As members of DWSN, the industry body for companies that compile responses to the Law Society's CON29DW, we comply with DWSN's Standards that provide consumer protection and ensure best practice.



Geodesys have a robust complaints procedure in place. If we cannot resolve your complaint or have failed to comply with our process, you may refer your complaint under The Property Ombudsman scheme (TPOs). Further information can be found in Appendix 4.

## Private Sewer Transfer

On 1 October 2011 ownership of private sewers and lateral drains changed in accordance with The Water Industry (schemes for Adoption of Private Sewers) Regulations 2011. As part of this change of ownership, from 1 October 2016, many private pumping stations will also become the responsibility of Anglian Water. The contents of this search may not reflect these changes. Please visit [www.anglianwater.co.uk/sewerswitchover](http://www.anglianwater.co.uk/sewerswitchover) for more details. Further information is also supplied in Appendix 3.

## Mapping Services

Through our sister brand, digdat, we also offer an online mapping service providing:

1. Ordnance Survey maps (ideal for unregistered land);
2. Location plans of underground assets for various utilities including Anglian Water and Hartlepool Water.



Find out more at [www.digdat.co.uk](http://www.digdat.co.uk)

**Question 1 Where relevant, please include a copy of an extract from the public sewer map**

**Answer** No map is included, as there are no public sewers in the vicinity of the property.

**Informative** Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

**Question 2 Where relevant, please include a copy of an extract from the map of waterworks**

**Answer** A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

**Informative** The map of the waterworks has been supplied by:  
Anglian Water Services Limited  
Lancaster House  
Lancaster Way  
Huntingdon  
Cams  
PE29 6XU  
Tel: 03457 145 145  
[www.anglianwater.co.uk](http://www.anglianwater.co.uk)

The 'water mains' in this context are those which are vested in and maintainable by the water company under statute. Assets other than public water mains may be shown on the plan, for information only.

Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal, please refer to Question 23.

The enclosed extract of the public water main record shows known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

**Question 3 Does foul water from the property drain to a public sewer?**

**Answer** This enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.

**Informative** Anglian Water Services Limited is not responsible for any private drains and sewers that connect the property to the public sewerage system, and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

**Question 4 Does surface water from the property drain to a public sewer?**

**Answer** This enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.  
If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the local authority.

**Question 5 Is a surface water drainage charge payable?**

**Answer** Records indicate that a surface water drainage charge is not payable for the property.  
If the property was constructed after 6th April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the Developer or Question 3.3 of the CON29 from the local authority.

**Informative** Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, an application can be made your retailer to end future surface water charges by contacting them directly. Further information can be found on retailers by visiting the Open Water website:  
<http://www.open-water.org.uk/for-customers/find-a-supplier/suppliers/water-and-wastewater-retailers/>

**Question 6 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

**Answer** The public sewer map included indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, on 1 October 2011, private sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership. Therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development of the property.

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer running within the boundary may restrict further development. Anglian Water has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

**Question 6.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?**

**Answer** The public sewer map included indicates that there is no public pumping station within the boundaries of the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

**Informative** Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement. Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance. Further information can be found on the pumping station adoption in the appendices of the COMMERCIALDW.

**Question 7 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

**Answer** The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property. However, on 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

**Informative** The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest public sewer. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

**Question 7.1 Does the public sewer map indicate any pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?**

**Answer** The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

**Informative** Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services. Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement. Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance. Further information can be found on the pumping station adoption in the appendices of the COMMERCIALDW.

**Question 8 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

**Answer** Records confirm that sewers serving the development, of which the property forms part, are not the subject of an existing adoption agreement or an application for such an agreement.

**Informative** This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a public sewer. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.

**Question 9 Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?**

**Answer** The company's records confirm that there is not a statutory agreement or consent in respect of building over/near a public sewer at this property. For historical reasons the company may not be aware of some agreements or consents which have been entered into by the local authority. Whilst an 'agreement' may not exist, current Building Regulation guidance permits building over/near sewers in certain circumstances. Consent without an agreement may have been issued by Anglian Water or independently by the Building Control Body. As long as the extension has a valid building regulations certificate then this should prove adequate assurance to the purchaser.

**Informative** Anglian Water Services Limited is obliged to maintain its sewers. If any problem were to arise, Anglian Water Services Limited would investigate the problem and has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property. In advance of any problem it is difficult to predict the effect the works would have on the property. Similarly, the position as to liability of both the property owner and Anglian Water Services Limited would need to be ascertained.  
On 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property.

**Question 10 Is any building within the property at risk of internal flooding due to overloaded public sewers?**

**Answer** The property is not recorded as being at risk of internal flooding due to overloaded public sewers. On 1 October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which Anglian Water may not be aware of. For further information it is recommended that enquiries are made of the vendor as to any previous flooding occurrences.

**Informative** A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. Flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses, and equipment or operational failures are excluded.  
"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. "At Risk" properties are those that the water company has included in its Register of properties at risk of sewer flooding. These are defined as properties that have suffered flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the Flood Risk register.  
Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the company. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of Anglian Water Services Limited. This report excluded flooding from private sewers and drains and Anglian Water Services Limited makes no comment upon this matter. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.



**Question 11 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works**

**Answer** The nearest sewage treatment works is 7.85 kilometres to the West of the property. The name of the sewage treatment works is HOCKERING-BY A47 STW (Anglian Water Services).

**Informative** The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.  
The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted, therefore, that there may be a private sewage treatment works closer than the one detailed above that has not been identified.

**Question 12 Is the property connected to mains water supply?**

**Answer** This enquiry appears to relate to a plot of land or a recently built property. It is recommended that the water supply proposals are checked with the developer.

**Question 13 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?**

**Answer** The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.

**Question 14 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?**

**Answer** Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

**Informative** This enquiry is of interest to purchasers of properties who will want to know whether or not the property will be linked to the mains water supply.  
Please note this could relate to a piece of land and is not subject to an adoption agreement.

**Question 15 Is the property at risk of receiving low water pressure or flow?**

**Answer** Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

**Informative** "Low water pressure" means water pressure below the reference level which is the minimum pressure when demand on the system is not abnormal. We maintain a Low Pressure Register of properties that are at risk of persistently receiving pressure below the reference level, provided that allowable exclusions do not apply. (i.e. events which can cause pressure to temporarily fall below the reference level).  
Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply. (i.e. events which can cause pressure to temporarily fall below the reference level).  
The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst).  
The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.  
The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or the Institute of Plumbing handbook.  
Allowable exclusions: The Company includes in the Low Pressure Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.  
Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. We exclude properties which are affected by low pressure only on those days with the highest peak demands. During the report year we may exclude, for each property, up to five days of low pressure caused by peak demand.  
Planned maintenance: We do not report low pressures caused by planned maintenance.  
One-off incidents: This exclusion covers low pressure incidents caused by one-off events: mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third part.  
Low pressure incident of a short duration: Properties affected by low pressure which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year.

**Question 16 What is the classification of the water supply for the property?**

**Answer** The water supplied to the property has an average water hardness of 146.900000mg/l which is defined as Very Hard by Anglian Water Services Limited.

**Informative** Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness.

Classification	Calcium (mg/l or ppm)	Calcium Carbonate (mg/l or ppm)	Degrees Clark	Degrees French	Degrees German	mmol/l (Millimoles of ca/l)
Very Hard	146.900000	367.250000	25.707500	36.725000	20.566000	3.672500

**Question 17 Please include details of the location of any water meter serving the property**

**Answer** Records indicate that this enquiry relates to a plot of land or recently built property. It is recommended that the charging proposals are checked with the developer.

**Question 18.1 Who is responsible for providing the sewerage services for the property?**

**Answer** Anglian Water Services Limited  
Lancaster House  
Lancaster Way  
Huntingdon  
Cams  
PE29 6XU  
Tel: 03457 145 145  
[www.anglianwater.co.uk](http://www.anglianwater.co.uk)

**Question 18.2 Who is responsible for providing the water services for the property?**

**Answer** Anglian Water Services Limited  
Lancaster House  
Lancaster Way  
Huntingdon  
Cams  
PE29 6XU  
Tel: 03457 145 145  
[www.anglianwater.co.uk](http://www.anglianwater.co.uk)

**Question 19 Who bills the property for sewerage services?**

**Answer** If you wish to know who bills for sewerage services at the property, then please make enquiries with the Developer, Vendor or Land Agent.

For a list of all potential Retailers for sewerage services, please visit: <http://www.open-water.org.uk>

## Question 20 Who bills the property for water services?

**Answer** If you wish to know who bills for water services at the property, then please make the relevant enquiries with the Developer, Vendor or Land Agent.

For a list of all potential Retailers for water services, please visit: <http://www.open-water.org.uk>

## Question 21 Is there a meter installed at the property?

**Answer** Records indicate that this enquiry relates to a plot of land or a recently built property.

**Informative** Water and sewerage charges are determined by agreement between the current owner/occupier of the site/property and the incumbent Retailer. Further relevant enquiries should be sought from the Vendor. Fees may be applicable for the installation of a water meter at the property. Enquiries in relation to future charging of services on occupancy of the premise should be made with the existing Retailer. For further information in relation to potential retailers for water and sewerage services, please visit: <http://www.open-water.org.uk/>

## Question 22 Is there any easement giving Anglian Water the right of access to defined assets located within the boundary of the property?

**Answer** Records indicate that the property is not subject to such an agreement.

**Informative** This question relates to private agreements between Anglian Water acting in a private capacity and a landowner. Such contracts may often be part of a conveyance or land transfer, or a deed of grant of easement. If there is no formal easement, then a sewer or water main may have been constructed following the service of notice under the provisions of the Public Health Act 1936, Water Act 1945, Water Act 1989 or Water Industry Act 1991 as applicable. The company does not hold copies of these notices. However, in the absence of evidence to the contrary there is a legal presumption that all matters were properly dealt with. All rights and obligations relating to sewers and water mains are now covered by the Water Industry Act 1991. Where rights exist at the boundary of the property, but we are not sure of the exact correlation, we will answer 'yes' to this question. A documentary right can exist even if the physical asset itself has not yet been laid, or has been moved, or removed. Likewise the position of the right and of the asset may differ. You may also find that an asset is protected both with contractual rights and statutory rights. Please consult your solicitor as to why this may happen, and its effects. We refer to 'defined' assets for the following reasons: Often a contract may give Anglian Water an expressed right to install and maintain assets within an area but without stating the exact position or route of such assets. Also, the law may imply rights where none have been mentioned specifically in a related contract, such as a conveyance. Finally, rights may come into being through long use. In any of these cases the rights are undefined, and although Anglian Water may need to rely on them from time to time, as we cannot map the rights accurately, we will answer 'no' to this question. Information obtainable from physical inspection (including Trial Bore Holes) overrides information contained in the report. Any error in answering this question is not to be regarded as a waiver of Anglian Water's rights or title, or an agreement or representation that Anglian Water is prepared to vary or discharge any of its rights or title.

As a general rule, easement widths are as follows:

Pipe Diameter	Width or Strip
Up to 149mm	4.5m
150 - 449mm	6.0m
450 - 749mm	9.0m
750 and above	12.0m

If you require a copy of an agreement please contact Savills, Trinity Court, Trinity Street, Peterborough, PE1 1DA. A fee may be charged for this service. Please quote the date of the Report plus the Report Reference. You may also make contact either by telephone on 01733 209932 or by email to [AWSEstates@savills.com](mailto:AWSEstates@savills.com)

**Question 23 Are there any trade effluent consents relating to this site/property**

**Answer** Records indicate that there are no trade effluent consents relating to this site/property.

**Informative** The Trade effluent consent applies to premises in the vicinity of the premises the subject of this search, but it is for the applicant to satisfy itself as to the suitability of the consent for its client's requirements.  
If, in the case of any trade premises, any trade effluent is discharged without such consent or other authorisation, the occupier of the premises shall be guilty of an offence.  
The occupier of any trade premises in the area of Anglian Water Services Limited may only discharge any trade effluent proceeding from those premises into Anglian Water Services Limited's sewers if he does so with Anglian Water Services Limited's consent.  
Please note any existing consent is dependant on the business being carried out at the property and will not transfer automatically upon change of ownership.  
To view trade effluent consents and/or our database for free please contact the following: Environmental Standards Team, Environmental Regulation, Lancaster House, Ermine Business Park, Huntingdon, Cambridgeshire, PE29 6XU or email: [wsctradeeffluent@anglianwater.co.uk](mailto:wsctradeeffluent@anglianwater.co.uk). Alternatively, you may request in writing document copies and/or extracts from our database for a fee.  
The charges for the provision of this service are as follows: 10 pence per sheet for photocopying, and/or 25 pounds per hour, or a fraction thereof, for dealing with the enquiry. Note: VAT does not apply for this service.

## Appendix 1: General Interpretation

(1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;

"easement" means the rights relating to a pipe or pipes granted to the water undertaker or sewerage undertaker by an agreement. This is to be distinguished from statutory rights arising from the service of a statutory notice;

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"lateral drain" means-

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

"licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time-

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

"non-household premises" means premises used, or intended for use, for commercial purposes;

"map of waterworks" means the map made available under section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker-

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act (l);

"resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of-

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"trade effluent" means any effluent which is wholly or partly produced in the course of any trade or industry carried on at trade premises;

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

(2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

(a) 1991 c.56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c.15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

# COMMERCIALDW

## Appendix 2: Terms and Conditions

### 1) Introduction

- a) These terms (together with our General Terms) set out the terms which will apply in respect on any Orders you place with us for any of our commercial drainage and water enquiry products being (i) a COMMERCIALDW Report, (ii) a COMMERCIALDW Premium Report, (iii) a COMMERCIALDW Plus Report and/or (iv) a COMMERCIALDW Plus Premium Report.
- b) In addition to any defined terms in the General Terms (which shall apply to these terms), the following words shall have the following meanings:
  - i) "Commercial Property" means the address or location provided by you when your placed an Order in respect of which you request a Report which is either (a) a commercial property used solely for carrying on a trade or business or is intended for commercial use or (b) a property or site which is intended to be developed;
  - ii) "Large Commercial Property" means a Commercial Property which either (a) covers more than 2 hectares, and/or (b) has more than one drainage and water connection on the site;
  - iii) "Small Commercial Property" means a Commercial Property which is either (a) less than 2 hectares and/or (b) only has one drainage and water connection;
  - iv) The term "Report" for the purposes of these terms, shall mean the commercial drainage and water report prepared by us in relation to the commercial drainage and water report prepared by us in relation to the Commercial Property being one of the following which you select at the time you place your Order:
    - (1) A COMMERCIAL DW Report;
    - (2) A COMMERCIALDW Premium Report;
    - (3) A COMMERCIALDW Plus Report; and/or
    - (4) A COMMERCIALDW Plus Premium Report.
- c) The COMMERCIALDW Report and the COMMERCIALDW Premium Report should be used for Small Commercial Properties.
- d) The COMMERCIALDW Plus Report and the COMMERCIALDW Plus Premium Report should be used for Large Commercial Properties.
- e) Further details of the characteristics of the Geodesys Reports are set out on the Website. It is your responsibility to select the Report that is most suitable for your needs.

### 2) Scope of the Report

- a) We will prepare the Report using the Commercial Property details you provide at the time you place your Order. The Report you receive will rely on the accuracy, completeness and legibility of the address and/or plans that you supply with your Order.
- b) The Report is produced only for use in relation to a Commercial Property which require the provision of drainage and water information. Where you require a report for a residential property, you can order a different report from us, and different terms shall apply.
- c) The Report provides information as to the indicative location and connection status of existing services and other information relating to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice. We cannot ensure that any such opinion or general advice is accurate, complete, valid or fit for your particular purpose, and neither you nor your Client should rely solely on this advice.
- d) As you may expect, the information contained in the Report can change on a regular basis so we cannot be responsible to you or your Client for any change in the information contained in the Report after the date on which the Report was produced (as shown in the Report).
- e) The Report does not give details about the actual state or condition of the Commercial Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Commercial Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained by the Client.
- f) The position and depth of apparatus shown on any Maps attached to the Report are approximate and are provided as a general guide only. Where you or your Client intend to carry out any excavation or other works at the Commercial Property, the exact positions and depths of any apparatus should be obtained by excavation trial holes and the Maps must not be relied on in the event of excavation or other works made in the vicinity of our apparatus. We do not give any warranty as to the accuracy or completeness of such information.

### 3) Additional Provisions relating to our Liability to you for the COMMERCIALDW Report and the COMMERCIALDW Premium Report

- a) Our total liability whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or any other cause of action arising under or in connection with the COMMERCIALDW Report or the COMMERCIALDW Premium Report shall be limited in accordance with the General Terms and limited to a maximum aggregate financial limit of £2,000,000.
- b) The Maps attached to the Report are provided pursuant to our statutory duty to make such Maps available for inspection. Notwithstanding the provisions of the Terms, your attention is drawn to the notice on the Map(s) attached to the Report which applies to the Map and its contents.
- c) Where we provide a Report for a Commercial Property which receives either water or drainage services from us, and another company ("other service provider") provides the other service, then our total liability, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the supply of the information from the other service provider is limited to such sums as we are entitled to and able to recover from the other service provider.

### 4) Additional Provisions relating to our Liability to you for the COMMERCIALDW Plus Report and the COMMERCIALDW Plus Premium Report

- a) Our total liability whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or any other cause of action arising under or in connection with the COMMERCIALDW Plus Report or the COMMERCIALDW Plus Premium Report shall be limited in accordance with the General Terms and limited to a maximum aggregate financial limit of £10,000,000. Where you require multiple reports because of the multiple supply points at the property or because the property / land is so large, then this limit of liability will apply only once in respect of the multiple Reports you may receive.
- b) The Maps attached to the Report are provided pursuant to our statutory duty to make such Maps available for inspection. Notwithstanding the provisions of the Terms, your attention is drawn to the notice on the Map(s) attached to the Report which applies to the Map and its contents.
- c) Where we provide Report for a Commercial Property which receives either water or drainage services from us, and another company provides the other service, then we will not have any liability for information provided by that other company in respect of the water or drainage services they provide in respect of the Commercial Property. Any such information will be provided by us as an agent for the company from which the information was obtained.

### 5) General

- a) These Terms (and any documents referred to herein) are the only terms and conditions that shall apply to any order in respect of the Report and shall constitute the entire agreement between you and us and supersede, replace and extinguish any previous arrangement, understanding or agreement between us relating to such Report.
- b) Any dispute or claim arising out of or in connection to these terms and or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- c) If there is any conflict or inconsistency between the provisions of these Geodesys Terms and the General Terms, the provisions of these Geodesys Terms shall prevail.
- d) In the event of any conflict of inconsistency between any information on the Website describing the features of the Report and the Terms, then the Terms shall prevail.
- e) Where you are acting in the normal course of your business, your Client is entitled to the benefit of these Terms. No other person who is not a party to these Terms has any right to enforce their terms.

## APPENDIX 3: Some things you should know...

### Private Sewer Transfer

In October 2011, Anglian Water became responsible for looking after many sewers and pipes that take used water from your toilets and sinks. This was due to a change in the law.

If your client's property is connected to the public sewer system, Anglian Water are now responsible for the pipes that are outside the boundary of the property and, depending on the property type, they may be responsible for pipes inside the boundary.

Simply put, Anglian Water became responsible for an estimated 23,500km of additional sewers and drains which were previously looked after and maintained by our customers. To put that in context, it is an increase of 60 percent on what Anglian Water already owned.

Previously if there was a blockage in a sewer outside the boundary of the homeowners property, but connecting to the main sewer, the homeowner was probably responsible for sorting it out

Now, the homeowner is only responsible for pipes that are inside the property boundary that take the used water for recycling. To find out more visit [www.anglianwater.co.uk/sewerswitchover](http://www.anglianwater.co.uk/sewerswitchover), or call 0845 026 5232.

### Who should unblock or report a drain or sewer?

If there is a blockage or a repair is needed to a pipe, that is not connected to the sewers, or is within the boundary and only serves that property, then the homeowner is responsible for it.

If the problem is with a section of pipe that takes water from more than one property and connected to the public sewer system, it is the responsibility of Anglian Water. Please contact the team on 03457 145 145.

### Sewers owned by Anglian Water

For sewers that have been adopted as a public sewer, or were built before 1 October 1937, then Anglian Water is responsible for sorting it out. Please call to report it on 03457 145 145.

More information about sewers and drains is available on the Anglian Water website.

The picture below shows examples of responsibility for different property types.



### Terraced properties

It is common for terraced properties to have a public sewer passing within the property boundary. The only section of the sewer which would remain private is the end of the terrace where the run of the sewer would begin. Where the sewer is shared, the water company would be responsible for the maintenance. The property owner would only be responsible for the lateral drain leading to the public sewer.

### Semi-detached

The majority of semi-detached properties will share a connection. The section of the sewer which serves both properties will have been transferred into the ownership of the water company.

### Detached

These property types are most likely to connect directly to the public sewer. It is very unlikely that assets within the boundary of the property would be transferred into the ownership of the water company. The homeowner would be responsible for the connection up to the property boundary.

### Apartment/Flats

Shared drainage systems within a property curtilage will remain private. Any drains and sewers outside the boundary will have been transferred.

## Pumping Stations

After 1 October 2016, many private pumping stations became the responsibility of Anglian Water Services.

Anglian Water Services are currently assessing each of these eligible pumping stations and carrying out detailed surveys and any necessary repairs. Details of power supply for the station will also be required to transfer the billing across to Anglian Water Services.

If the station serves two or more properties, then it is eligible to transfer. A pumping station which serves a single property is exempt from the transfer and will generally remain private unless it is situated on third-party land.

Once Anglian Water Services identify a station to adopt, they will write to the homeowner(s) to inform them of their intention to adopt which will include waivers of consent.

Many industrial or commercial pumping stations will remain privately owned too on the basis that they are situated on a single site in what is deemed to be a single curtilage.

Maintenance of pumping stations is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance.

For further information on the private sewer transfer and pumping station adoption, please visit:

<https://anglianwater.co.uk/household/water-recycling-services/private-sewers-and-lateral-drains.aspx>

## SuDS (Sustainable Drainage Systems)

SuDS are an alternative way to manage surface water by reducing or delaying rainwater run-off.

SuDS manage rainfall by replicating what happens in nature. They prevent many of the problems caused by surface water run-off from development by reducing the impact of excessive quantities of water flow. They aim to mimic the way rainfall drains naturally rather than conventional piped methods, which cause problems such as flooding, pollution or damage to the environment.

Since April 2015, SuDS should be considered as part of the planning process on all major developments consisting of 10 or more properties. SuDS can be provided in a number of ways including swales, retention ponds and underground storage.

Ponds and detention basins provide areas for surface water to run off into, while permeable paving on driveways can absorb it, limiting the flow into nearby drains and easing the pressure on the sewer network. Swales are shallow, broad, vegetated channels designed to store surface water run-off and remove pollutants.

Further information in relation to the charging and maintenance of SuDS can be found in question 3.3 in the Local Authority search or the developer of your property.

Anglian Water Services promote the use of SuDS as a sustainable and natural way of controlling surface water run-off.

## A guide on who looks after what...

Although it is often interconnected, our regions network of drains and sewers is managed and maintained by a number of different organisations and agencies.

### Some useful contacts:

#### For supply queries

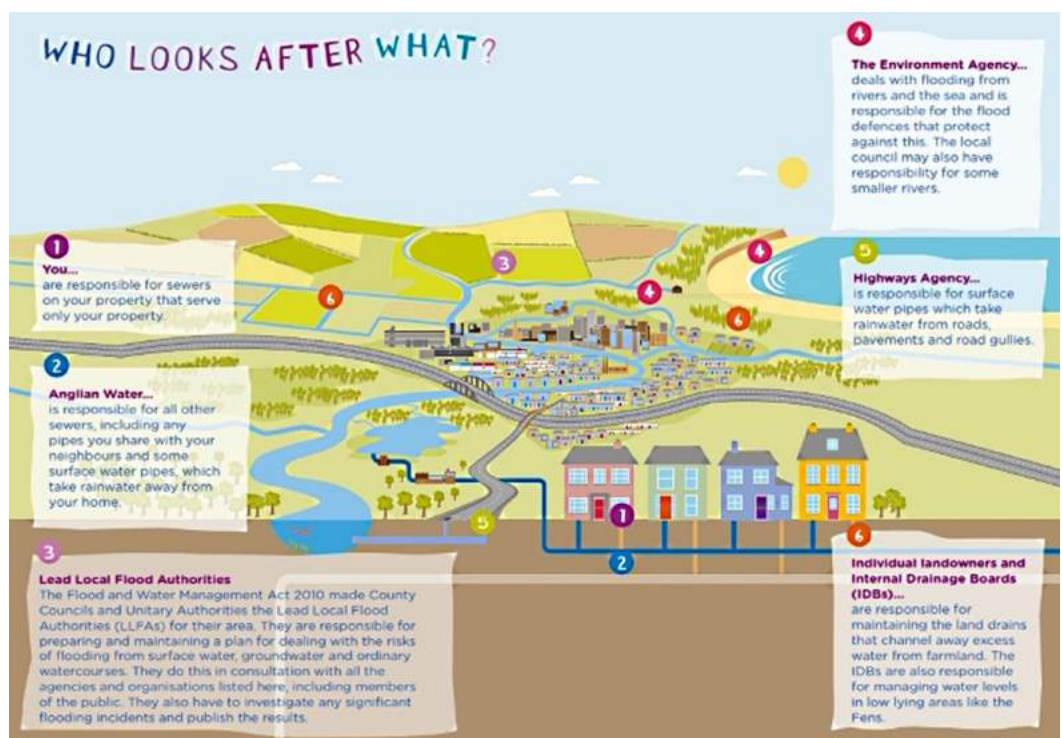
Water and sewerage queries, interruption to services and emergencies

**03457 145 145**

24/7 service

#### In Your Area

Select the [link](#) to get the latest updates on repairs, incidents or planned work in your area.





## APPENDIX 4: Important Consumer Protection information

This search has been produced by Geodesys, a trading name of Anglian Water Services Ltd. Our address is - Osprey House, 1 Percy Road, Huntingdon, Cambridgeshire, PE29 6SZ. To contact us - Tel 0800 085 8050 or email [customer.services@geodesys.com](mailto:customer.services@geodesys.com)

### Geodesys Complaints Process

Whilst we make every effort to ensure that all our searches are accurate and dispatched in a timely way, we understand that occasionally things may not go as planned. We will always try to resolve a query or complaint immediately. If for some reason this isn't possible or you are not happy with the course of action taken by us, you can request that we escalate the issue internally or refer your complaint to an independent third party.

If:

- it is not possible to resolve your complaint immediately, we will take all the details, investigate your complaint and respond within 5 working days.
- it is a complex issue requiring more time, we will still contact you within 5 working days to update you with our progress.
- you would like us to liaise with a third party who is acting on your behalf, let us know.
- we do not contact you within 5 working days of you raising the complaint, you are entitled to £50 compensation.
- we consider your complaint to be justified we will :
  - Refund your search fee.
  - Provide you with a revised search.
  - Take all action within our control to put things right.
  - Keep you informed at all times.
- we cannot resolve your complaint or have failed to comply with the complaints procedure you can :
  - Let us know and we will escalate your complaint
  - Refer the issue to an independent body such as TPOs. (See below)

Geodesys is a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Enquiry and the Commercial Drainage and Water Enquiry.

For more information please visit [www.dwsn.org.uk](http://www.dwsn.org.uk).

The DWSN Standards are:

- Promotion of best practice and quality.
- Maintain adequate insurance.
- Display the appropriate logos to signify high standards.
- Respond to complaints in a timely fashion and provide an appropriate escalation procedure.
- Comply with all applicable UK legislation, regulations and industry standards.
- Act in a professional and honest manner and provide a service with due care and skill.

### The Property Ombudsman scheme (TPOs)

If we cannot resolve your complaint or have failed to comply with the complaints procedure, you may refer your complaint under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience.

TPOs Contact Details:

The Property Ombudsman scheme  
Milford House  
43-55  
Milford Street  
Salisbury  
SP1 2BP

Telephone:

01722 333306

Fax:

01722 332296

Website:

[www.tpos.co.uk](http://www.tpos.co.uk)

Email:

[admin@tpos.co.uk](mailto:admin@tpos.co.uk)



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Date: 12/11/19 Scale: 1:3500 Map Centre: 615173,315712 Title: G2483688-2

**COMMERCIALDW**  
DRAINAGE AND WATER ENQUIRY

- Water Main (Potable)
- Decommissioned Water
- Water Main (Raw)
- Hydrant
- Fitting



This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or disposal main or any item of apparatus. This information is valid for the date printed. This plan is produced by Anglian Water Services Limited (c) Crown copyright and database rights 2019 Ordnance Survey 100022432. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other uses of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.



## Drinking Water Quality Report for the Lyng Public Water Supply Zone (NE17)

Report period: January 2019 to June 2019

### Your drinking water supply

Anglian Water's region is divided into around 160 water supply areas called Public Water Supply Zones, each providing our customers with an excellent drinking water supply. We carry out around 140,000 tests each year on drinking water samples taken from customer taps. The number of drinking water samples we take, and the tests we carry out, are specified in the current Water Supply (Water Quality) Regulations and our regulator, the Drinking Water Inspectorate, carry out regular audits to make sure we comply with these regulations.

During the period of this report, all samples taken in this Public Water Supply Zone fully met the legal limits specified in the current Water Supply (Water Quality) Regulations.

### Source:

Your drinking water supply comes from a groundwater source (borehole).

### Hardness:

Your drinking water supply is classified as very hard. The hardness has been shown in different units below to help you set your domestic appliances:

Total hardness as Calcium (mg/l)	Total hardness as Calcium carbonate (mg/l)	Total hardness as Degrees Clark (°Clark or °e)	Total hardness as Degrees French (°f)	Total hardness as Degrees German (°dH)	Total hardness as millimoles (mmol/l of Ca)
141	352.5	24.534	35.25	20.022	3.525

(mg/l = milligrammes per litre is the same as parts per million)

### Fluoride:

We don't add fluoride to your drinking water supply, but there is naturally occurring fluoride present in all drinking water supplies.

### Chlorine:

Disinfection is important to ensure there are no harmful organisms in the water. We use chlorine to disinfect drinking water supplies. No ammonia is added in this process which means your water supply is not chloraminated.

### Lead:

If you live in a house built before 1970, you may have lead pipework. If you think you may have lead pipework, call our Lead Advice Line on 0345 070 3445 to arrange for a free lead test.

### Drinking water sample results:

The results of tests carried out on drinking water samples taken from customer taps in this Public Water Supply Zone for the period are shown in the following table:

Parameter	Legal Limit	Units	Number of samples taken	Sample Results			Number of samples not meeting legal limit
				Minimum	Average	Maximum	
<b>MICROBIOLOGICAL PARAMETERS</b>							
Clostridium perfringens	0	No. per 100 ml	8	0	0	0	0
Coliform bacteria	0	No. per 100 ml	18	0	0	0	0
Colony counts (3 day at 22°C)	No abnormal change	No. per 1 ml	12	0	0	0	0
E. coli	0	No. per 100 ml	18	0	0	0	0
Enterococci	0	No. per 100 ml	4	0	0	0	0
<b>CHEMICAL PARAMETERS</b>							
1,2-dichloroethane	3	µg/l	8	<0.13	<0.134	<0.164	0
Aluminium	200	µg/l	4	<14	<14	<14	0
Ammonium	0.5	mg/l	4	<0.042	<0.042	<0.042	0
Antimony	5	µg/l	4	<0.13	<0.13	<0.13	0
Arsenic	10	µg/l	4	<0.112	<0.134	0.16	0
Benzene	1	µg/l	8	<0.055	<0.058	<0.078	0
Benzo(a)pyrene	0.01	µg/l	4	<0.001	<0.001	<0.001	0
Boron	1	mg/l	8	<0.068	<0.068	<0.068	0
Bromate	10	µg/l	8	<0.35	<0.35	<0.35	0
Cadmium	5	µg/l	4	<0.007	<0.009	0.01	0
Calcium	No legal Limit	mg/l	2	131	132	132	0
Chloride	250	mg/l	8	26.7	37.4	49.3	0
Chlorine (free)	No legal Limit	mg/l	18	0.07	0.4	0.53	0
Chlorine (total)	No legal Limit	mg/l	18	0.3	0.54	0.71	0
Chromium	50	µg/l	4	<0.673	<0.673	<0.673	0
Colour	20	mg/l	12	<0.34	<0.41	0.7	0
Conductivity	2500	µS/cm @ 20 °C	12	635	670	731	0
Copper	2	mg/l	4	0.004	0.066	0.203	0
Cyanide	50	µg/l	8	<1	<1	<1	0
Fluoride	1.5	mg/l	6	0.209	0.309	0.522	0
Hardness (total) as calcium	No legal Limit	mg/l	2	139.6	141	142.4	0
Iron	200	µg/l	4	<7	<7	8	0
Lead	10	µg/l	4	<0.16	<0.208	0.268	0
Magnesium	No legal Limit	mg/l	2	4.74	5.71	6.67	0
Manganese	50	µg/l	4	<1	<1	<1	0
Mercury	1	µg/l	8	<0.029	<0.029	<0.029	0
Nickel	20	µg/l	4	0.42	0.94	1.54	0
Nitrate	50	mg/l	4	<3.763	<13.332	28	0
Nitrite	0.5	mg/l	4	<0.009	<0.009	<0.009	0
Nitrite/Nitrate	1		4	0	0.23	0.56	0
Odour	Acceptable to consumers and no abnormal change	Dilution No.	12	0	0	0	0
PAHs (sum of 4)	0.1	µg/l	4	0	0	0	0
pH (Hydrogen ion)	6.5 - 9.5	pH value	12	7.35	7.6	7.78	0
Phosphorus	No legal Limit	mg/l	12	0.4	0.82	0.958	0
Selenium	10	µg/l	4	<0.35	<0.47	0.7	0
Sodium	200	mg/l	4	15	24.2	43.9	0
Solvents (tetrachloroethane and trichloroethene)	10	µg/l	8	0	0	0	0
Sulphate	250	mg/l	8	16.8	27.3	40	0
Taste	Acceptable to consumers and no abnormal change	Dilution No.	12	0	0	0	0
Temperature	No legal Limit	°C	18	8	11.1	15.2	0
Tetrachloromethane	3	µg/l	8	<0.094	<0.096	<0.1	0
Total organic carbon (TOC)	No abnormal change	mg/l	8	0.97	1.3	1.53	0
Trihalomethanes (THMs) (total)	100	µg/l	4	4.9	10.8	16.9	0
Turbidity	4	NTU	12	0.03	0.06	0.16	0
<b>PESTICIDES</b>							
Atrazine	0.1	µg/l	4	<0.003	<0.003	<0.003	0
Pesticides - Total	0.5	µg/l	8	0	0	0	0
Simazine	0.1	µg/l	4	<0.005	<0.005	<0.005	0
Terbutryne	0.1	µg/l	4	<0.003	<0.003	<0.003	0
Trietazine	0.1	µg/l	4	<0.008	<0.008	<0.008	0

Units	
<	Below the limit of detection of our analysis
mg/l	Milligrammes per litre or parts per million
µg/l	Microgrammes per litre or parts per billion
Pt/Co	Platinum/Cobalt
µS/cm	Micro Siemens per centimetre
Bq/l	Becquerel per litre
mSv/year	Micro Sieverts per year
NTU	Nephelometric Turbidity Units
No legal limit	There is no legal limit set in the Regulations

GLOSSARY		
Parameter	What it means	Legal limit
1,2-dichloroethane	Used in industrial processes. Trace amounts may be found in some water sources. Removed by water treatment.	3 µg/l
Acrylamide	A monomer not found naturally in water but found in polyacrylamide which can be used for water treatment. Use of polyacrylamide is tightly controlled.	0.1 µg/l
Alkalinity	Alkalinity is the amount of calcium and magnesium salts dissolved in the water. Known as temporary hardness and removed by boiling.	No legal limit
Aluminium	Naturally present in some water sources. Can be used in water treatment processes but is then removed. Anglian Water periodically use aluminium in the water treatment process at some water treatment works.	200 µg/l
Ammonium (ammonia and ammonium ions)	Naturally present in most water sources. Can be added as part of the disinfection process to maintain chlorine in the distribution system (known as chloramination).	0.5 mg/l
Antimony	Not found naturally in drinking water. Traces found in water are likely to be due to contact with brass fittings or lead solder.	5 µg/l
Arsenic	Low levels can occur naturally in some groundwater sources. Arsenic is removed by water treatment.	10 µg/l
Benzene	Used in the petrochemical and plastics industry. May be present in water sources due to industrial pollution but is removed by treatment.	1 µg/l
Benzo(a)pyrene	One of several compounds known as poly aromatic hydrocarbons (PAHs). Coal tar was historically used to line water mains to prevent corrosion; trace levels can be found in drinking water where coal tar linings are still present.	0.01 µg/l
Boron	Low levels may occur naturally in some water sources. Industrial discharges or detergents in treated sewage effluents can increase levels in surface waters.	1 mg/l
Bromate	May occasionally be detected in groundwater sources caused by industrial pollution. Can also be formed by the reaction of naturally occurring bromide with oxidants (such as ozone) used in the disinfection of drinking water.	10 µg/l
Cadmium	Low levels may occur naturally in some groundwater sources. Cadmium is removed by water treatment.	5 µg/l
Calcium	Occurs naturally in water as it passes through mineral deposits and rock strata.	No legal limit
Chloride	A common component of salt and found naturally in most water sources.	250 mg/l
Chlorine (free) Chlorine (total)	Anglian Water disinfects all water supplies using chlorine. The concentration of chlorine used is carefully controlled to ensure disinfection of the water is maintained whilst minimising any taste or odour issues for customers.	No legal limit
Chromium	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring chromium.	50 µg/l
<i>Clostridium perfringens</i>	Organisms found in the gut of warm blooded animals. Their presence in treated water indicates possible contamination and requires investigation.	0 per 100 ml
Coliform bacteria	Organisms found in the environment (soil, water and vegetation). Their presence in treated water indicates possible contamination and requires investigation.	0 per 100 ml
Colony counts - 2 day at 37°C - 3 day at 22°C	Are a measure of naturally occurring harmless bacteria found in drinking water.	No. per 1ml - No abnormal change
Colour	Slight tingeing of the water can occur naturally in some water sources. It is removed by water treatment.	20 mg/l Pt/Co scale
Conductivity	A measure of the amount of naturally occurring dissolved inorganic substances in water.	2500 µS/cm at 20°C
Copper	Rarely found in water sources. Can occur in drinking water which has been in contact with copper pipes and fittings in households. May cause blue/green staining.	2.0 mg/l
<i>Cryptosporidium</i>	A parasite that can cause severe gastroenteritis. Continuous monitoring is carried out at any water treatment works classified as being at significant risk.	No legal limit
Cyanide	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring cyanide.	50 µg/l
<i>E. coli</i> and Enterococci	Organisms found in the gut of warm blooded animals. Their presence in treated water indicates possible contamination and requires investigation.	0 per 100 ml
Epichlorohydrin	Not found naturally in water but found in polyamine which can be used for water treatment. Use of polyamines is tightly controlled.	0.1 µg/l
Fluoride	Occurs naturally in many water sources at varying concentrations. Fluoride is added to some drinking water supplies at the request of the local Health Authority.	1.5 mg/l
Gross alpha activity Gross beta activity	Both of these are measured as part of the calculation of the Total Indicative Dose (TID) for radiation (see below).	0.1 Bq/l 1 Bq/l
Hardness (total)	Hardness is due to the calcium and magnesium salts dissolved in the water. The geology of the Anglian Water area means all our water is hard.	No legal limit

Iron	Naturally occurring in many water sources. Can be present in drinking water due to the corrosion of iron water mains. Can also be used in water treatment processes but is then removed.	200 µg/l
Lead	Lead is very occasionally found in water sources. It is more usually found in drinking water due to contact with lead pipes in properties built before 1970. Anglian Water dose phosphate to water supplies in areas where lead could leach from pipework, but the only permanent solution for householders is replacement of any lead pipework.	10 µg/l
Magnesium	Occurs naturally in water as it passes through mineral deposits and rock strata.	No legal limit
Manganese	Occurs naturally in many water sources and is removed by water treatment.	50 µg/l
Mercury	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring mercury.	1 µg/l
Nickel	Occurs naturally in some groundwater sources. It can be found in drinking water due to contact with modern nickel coatings on domestic taps and fittings.	20 µg/l
Nitrate	Occurs naturally in most water sources. Increased levels in water sources can occur as a result of fertiliser use. Dilution with low nitrate water sources and water treatment reduces nitrate levels.	50 mg/l
Nitrite	Occurs naturally at low levels in some water sources but is removed by treatment. It is sometimes produced as a by-product when ammonia and chlorine are used together to disinfect the water.	0.5 mg/l (at customer taps), 0.1 mg/l (at water treatment works)
Nitrite/Nitrate	Measure of the combined concentrations of these two compounds in drinking water. Concentration of nitrate divided by 50 + concentration of nitrite divided by 3 should be less than or equal to 1.	1
Odour	A measure of the aesthetic quality of drinking water. Unusual odours or tastes may indicate a problem which needs investigating.	Acceptable to consumers and no abnormal change
Pesticides – organochlorine compounds (aldrin, dieldrin, heptachlor, heptachlor epoxide)	Persistent in the environment but no longer used in the UK. Treatment processes are used to remove any pesticide residues where present.	0.03 µg/l
Pesticides – other than organo chlorine compounds	Traces of pesticides can occasionally be found in water sources as a result of agricultural and non agricultural use of pesticides in the environment. Treatment processes are used to remove any pesticide residues where present. Monitoring is carried out for the most widely used pesticides in the area of supply.	0.1 µg/l
Pesticides - total	This is the sum of the concentrations of the individual pesticides detected.	0.5 µg/l
pH (hydrogen ion)	A measure of the acidity or alkalinity of water; pH values below 7 are acidic, 7 is neutral and above 7 are alkaline. A low pH can result in pipe corrosion.	6.5 (min) - 9.5
PAHs (sum of 4)	Polycyclic aromatic hydrocarbons (PAHs) may be found in drinking water where coal tar was historically used to line water mains to prevent corrosion. Those measured are benzo(b)fluoranthene, benzo(k)fluoranthene, benzo(ghi)perylene and indeno(1,2,3-cd)pyrene.	0.1 µg/l (sum of 4)
Phosphorus	Occurs naturally in water but can be added during water treatment in the form of phosphate to minimise the amount of lead which can be dissolved in water.	No legal limit
Potassium	Occurs naturally in water as it passes through mineral deposits and rock strata.	No legal limit
Selenium	Rarely found in drinking water. Traces may be found if water has passed through rock strata containing naturally occurring selenium.	10 µg/l
Sodium	Low levels occur naturally in many water sources. Domestic water softeners can increase the sodium concentration. Softened water should not be used for drinking, cooking and preparing babies' feeds.	200 mg/l
Solvents (tetrachloroethane and trichloroethene)	This standard is the sum of both solvents. Traces may be found in water sources due to industrial pollution. Solvents are removed using specialist treatment.	10 µg/l for the sum of both
Sulphate	Occurs naturally in many water sources after contact with mineral deposits and rock strata.	250 mg/l
Taste	A measure of the aesthetic quality of drinking water. Unusual odours or tastes may indicate a problem which needs investigating.	Acceptable to consumers and no abnormal change
Temperature	This is a measure of the water temperature when samples are taken.	No legal limit
Tetrachloromethane	A solvent sometimes found in water sources due to industrial pollution. Solvents are removed using specialist treatment.	3 µg/l
Total Indicative Dose (TID)	TID is the effective dose of radiation exposure the body may receive through drinking water. It is required to be measured if the gross alpha or gross beta activities (see above) exceed the screening values.	0.1 mSv/year
Total Organic Carbon (TOC)	A measure of the total amount of organic matter in the water.	No abnormal change
Trihalomethanes (THMs) (total)	Can be formed during the disinfection of water supplies if chlorine reacts with naturally occurring organic substances.	100 µg/l
Tritium	Tritium is a radioactive isotope of hydrogen which is found naturally in water at very low levels.	100 Bq/l
Turbidity	This is a measure of the cloudiness of the water.	4 NTU at customer taps 1 NTU at water treatment works
Vinyl chloride	Not found naturally in water. May be found in water pipes containing polyvinyl chloride (PVC). Concentrations are strictly controlled by product specification.	0.5 µg/l
Further information can be found on the Anglian Water and Drinking Water inspectorate websites: <a href="http://www.anglianwater.co.uk">www.anglianwater.co.uk</a> <a href="http://www.dwi.gov.uk">www.dwi.gov.uk</a>		

## SiteSolutions Commercial



Overall Opinion

**PASSED** ✓



### Argyll's Overview

Considering the information reviewed during this assessment, no significant contaminant linkage has been identified. Accordingly soil and groundwater liabilities are unlikely to occur. No further action with respect to contaminated land Liability is required.

The following other Environmental Hazards have been identified in the immediate vicinity of the Site: Ground Instability Hazard.



Report on:

**Land At Taverham, Norwich, NR8 6HS**

**Report prepared for:**

Geodesys

**Client Reference:**

G2483688\_SSCo

**Report Reference:**

AEL-0016-LSSR-983813

**National Grid Reference:**

615155,315719

**Report date:**

12th November 2019



## Site Location

### Report prepared on

Land At Taverham, Norwich, NR8 6HS

### Site Area (m<sup>2</sup>)

10325.69

### Current Use

Vacant Land

### Proposed Use

Assumed Continued Use

### Report Author

Rosie Jones

Telephone: 0330 036 6115

E-mail: [orders@argyllenviro.com](mailto:orders@argyllenviro.com)

### Additional Information Provided







# Summary of Contamination Risk and Liabilities

## Liability Assessment



Passed

No further action



## Liability Assessment

Within the scope of this assessment no Liabilities have been identified. No further action is required.

## Risk



**Contaminated Land**

## Issue

What is the overall on-site risk?

What is the overall off-site risk?

What is the environmental sensitivity rating?

## Evaluation

Low

Low to Moderate

Moderate to High









## Recommendations

None required.



# Contaminated Land Risk Analysis

Investigation	Commentary
 <p><b>On-site sources</b></p> <p><b>Argyll's Comment</b> </p>	<p>A review of historical maps shows the Site has remained undeveloped agricultural land since the first map edition, dated 1882.</p> <p>We understand the Site is currently vacant land and we have assumed the Site will continue as such with no redevelopment.</p> <p>As a result of the historical and current use of the Site, there is a <b>low risk</b> of contaminants being present.</p>
 <p><b>Off-site sources</b></p> <p><b>Argyll's Comment</b> </p>	<p>A review of historical maps dating from 1882 shows the following potentially contaminative uses within 100m of the Site: a pit 26m south c.1882-1957.</p> <p>We have identified a Licensed Waste Management Facility 120m north west, which is also identified as a co-disposal landfill Site, operational in 2000.</p> <p>Furthermore, we have identified a landfill site 138m south west, with a number of associated landfill entries. These include: a Historical Landfill Site, and two Registered Landfill Site. This site was recorded as accepting inert waste, concrete waste, and excavated natural materials, hardcore and rubble, operation from 1980 until 1985.</p> <p>The historical and current use of the surrounding area is therefore considered to present a <b>low to moderate risk</b> of affecting the Site.</p>
 <p><b>Pathways and receptors</b></p> <p><b>Argyll's Comment</b> </p>	<p>The general area appears to be in commercial use and woodland, with no residential properties located within 100m.</p> <p>The superficial hydrogeology underlying the Site is classified as a Secondary (B) Aquifer (formations with limited permeability) and the bedrock hydrogeology is classified as a Principal Aquifer (highly permeable formations). The Site lies within a Zone III Source Protection Zone (SPZ). An SPZ is a protection zone placed around a well or borehole that supplies groundwater of potable quality.</p> <p>There are nine abstraction licences located within 500m. The closest of these is a groundwater abstraction (121m north) for water supply related: general use (medium loss) use. A drain is located 70m south east.</p> <p>Finally, no designated eco-receptors were identified within a 500m radius of the Site.</p> <p>Overall, the Site is therefore considered to have a <b>moderate to high environmental sensitivity</b>.</p>
<p><b>Additional Sources of Information</b></p>	<p>No additional materials have been used in this assessment.</p>





## Argyll's Conclusion

Considering the information reviewed during this assessment, no significant contaminant linkages have been identified. Accordingly soil and groundwater liabilities are unlikely to occur.

Please refer to risk analysis methodology section for further guidance and definition of terms.



## Other Environmental Hazards

	Risk	Recommendation
	<b>Ground Instability Hazard</b>	As a potential ground instability hazard was identified, you may wish to consult a local RICS accredited surveyor and/or review any available geotechnical surveys.
	<b>COMAH</b>	No Control of Major Accident Hazards (COMAH) sites are located within 500m.

### Argyll's Comment



This report is primarily a desktop assessment of potential soil and groundwater liabilities. We also comment whether the above Environmental Hazards are relevant. Contact details are provided at the end of this report.



## Current Operations

### Environmental Damage Regulations 2009 (EDR)

Potential for owner/operation to incur a Liability under the EDR

Argyll's  
Comment



The Site has not been identified as being likely to incur liability under the EDR within the scope of this assessment.

Please refer to the risk analysis methodology section for further guidance and definition of terms.

### Additional Considerations

Item	Summary	Suggested Action
Change of Use Redevelopment	Proposed changes in land use require permission from the Local Authority and are subject to conditions as part of the statutory planning process.	Contact local planning authority or speak with planning consultant
Argyll's Comment	<p>Whilst this assessment is primarily a desktop assessment of potential soil and groundwater liabilities, the above potential liability considerations that fall outside the scope of the Risk Analysis Methodology have been identified.</p> <p>Additional sources of information may be available for the Site. These sources could include previous environmental reports (including audits, contaminated land investigation and remediation reports), valuation reports (including property observation checklists), a Land Quality Record, and property deeds. Argyll Environmental would be pleased to review any reports that are available and revise this report accordingly. This may entail additional fees depending upon the volume and complexity of information available. Please contact us for further information.</p>	

## Contents of the Data Section

Section	Description
<b>Tabular Summary</b>	<p>This section presents a tabular summary of information found for the Site and surrounding area. The data is presented in three buffer zones for ease of reference: data found at the Site, from 1-250m and from 251-500m.</p> <p>If a database has been searched the number of records found will be displayed under the relevant search band. If a database is not available or has not been searched, this will be represented by the abbreviation N/A under the relevant search band.</p>
<b>Current Land Use Mapping</b>	<p>This section provides information on current land uses and is divided into three sections, statutory information, waste and current industrial uses. It is preceded by two maps.</p>
<b>Statutory Information</b>	<p>This section presents detailed statutory information for the Site and surrounding area (up to 500m depending upon dataset). The Map ID of each feature is indicated (where applicable) followed by specific information on each feature and its distance and direction from the Site.</p> <p>If no data is identified then the section will be omitted.</p>
<b>Waste</b>	<p>This section presents detailed information on waste and landfill sites for the Site and surrounding area (up to 500m depending upon dataset). The Map ID of each feature is indicated (where applicable) followed by specific information on each feature and its distance and direction from the Site.</p> <p>If no data is identified then the section will be omitted.</p>
<b>Current Industrial Land Use</b>	<p>This section presents detailed information on current land use for the Site and surrounding area (0-250m). The Map ID of each feature is indicated (where applicable) followed by specific information on each feature and its distance and direction from the Site.</p> <p>If no data is identified then the section will be omitted.</p>
<b>Historical Land Use Mapping</b>	<p>The Historical Land Use Map presents 1:10,000 scale and selected 1:2,500 scale (tanks and energy facilities) historical land use information within 250m of the Site boundary.</p>
<b>Historical Land Use</b>	<p>This section presents selected information on historical land use for the Site and surrounding area (0-250m). The Map ID of each feature is indicated (where applicable) followed by specific information on each feature and its distance and direction from the Site.</p> <p>If no data is identified then the section will be omitted.</p>
<b>Aquifer Designations and Geology</b>	<p>This section is preceded by two maps that present information relating to the aquifer designations beneath the Site. The first of these maps indicates the designation of the Superficial geology. The second map presents the aquifer designation of the solid geology.</p> <p>These maps are followed by detailed information in relation to aquifer designations/groundwater vulnerability and geology at the Site and surrounding area (0-500m).</p> <p>If no data is identified then the section will be omitted.</p>
<b>Environmental Sensitivity</b>	<p>This section presents detailed information on the environmental sensitivity of the Site and surrounding area (up to 500m depending upon dataset) and is preceded by two maps. The first shows areas with statutory designations, the second shows source protection zones. The Map ID of each feature is indicated (where applicable) followed by specific information on each feature and its distance and direction from the Site.</p> <p>If no data is identified then the section will be omitted.</p>
<b>Natural and Mining Related Hazards</b>	<p>This section contains information on natural and mining related hazards which may affect the Site. These include subsidence, radon and mining.</p>

© Landmark Information Group Limited 2019. All Rights Reserved. The copyright on the information and data as contained in the Data section of this Report ("Report") is the property of Landmark Information Group Limited ("Landmark") and several other Data Providers, including (but not limited to) Ordnance Survey, British Geological Survey, the Environment Agency and English Nature, and must not be reproduced in whole or in part by photocopying or any other method.

# Tabular Summary

## Statutory Information

Authorisations	On-site	1-250m	251-500m
Local Authority Pollution Prevention and Controls	0	0	0
Local Authority Integrated Pollution Prevention and Controls	0	0	0
Integrated Pollution Controls	0	0	0
Integrated Pollution Prevention And Control	0	0	4
Registered Radioactive Substances	0	0	0
Discharges	On-site	1-250m	251-500m
Discharge Consents	0	0	0
Water Industry Act Referrals	0	0	2
Control of Major Accident Hazards Sites	0	0	0
Explosive Sites	0	0	0
Notification of Installations Handling Hazardous Substances	0	0	0
Planning Hazardous Substance Consents	0	0	0
Contraventions	On-site	1-250m	251-500m
Contaminated Land Register Entries and Notices	0	0	0
Local Authority Pollution Prevention and Control Enforcements	0	0	0
Enforcement and Prohibition Notices	0	0	0
Planning Hazardous Substance Enforcements	0	0	0
Substantiated Pollution Incident Register	0	0	0
Prosecutions Relating to Authorised Processes	0	0	0
Prosecutions Relating to Controlled Waters	0	0	0

## Waste

Waste/Landfill Sites	On-site	1-250m	251-500m
BGS Recorded Landfill Sites	0	0	0
Integrated Pollution Control Registered Waste Sites	0	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	1	1
Licensed Waste Management Facilities (Locations)	0	0	1
Local Authority Recorded Landfill Sites	0	0	0 (0) *
Registered Landfill Sites	0	2	1 (2) *
Registered Waste Transfer Sites	0	0	0
Registered Waste Treatment or Disposal Sites	0	0	0
Historical Landfill Sites	0	1	0

## Current Land Use

Current Potentially Contaminative Uses	On-site	1-250m	251-500m
Contemporary Trade Directory Entries	0	1	5
Fuel Station Entries	0	0	0
Other Features	On-site	1-250m	251-500m
Overhead Transmission Lines	0	0	0
Gas Pipelines	0	1	0
Gas Feeders	0	0	0

## Historical Land Use

Historical Potentially Contaminative Uses	On-site	1-250m	251-500m
Historical Tanks And Energy Facilities	0	0	0
Potentially Infilled Land	On-site	1-250m	251-500m
Former Marshes	0	0	0
Potentially Infilled Land (Non-Water)	0	1	2
Potentially Infilled Land (Water)	0	0	0

## Groundwater Vulnerability

Hydrogeology	On-site	1-250m	251-500m
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## Groundwater Vulnerability

Superficial Aquifer Designations	1	4	0
Bedrock Aquifer Designations	1	1	0
<b>Geology</b>	<b>On-site</b>	<b>1-250m</b>	<b>251-500m</b>
BGS 1:50,000 Bedrock Geology	1	0	0
BGS 1:50,000 Superficial Deposits	2	0	0
BGS 1:50,000 Geological Mapping Coverage	1	0	0
BGS 1:625,000 Solid Geology	1	N/A	N/A
BGS Borehole Logs	1	0	N/A

## Environmental Sensitivity

Environmental Sensitivity	On-site	1-250m	251-500m
Areas of Outstanding Natural Beauty	0	0	0
Environmentally Sensitive Areas	0	0	0
Forest Parks	0	0	0
Local Nature Reserves	0	0	0 (0) *
Marine Nature Reserves	0	0	0 (0) *
National Nature Reserves	0	0	0 (0) *
National Parks	0	0	0
National Scenic Areas	0	0	0
Nitrate Sensitive Areas	0	N/A	N/A
Nitrate Vulnerable Zones	1	N/A	N/A
Ramsar Sites	0	0	0 (0) *
River Quality Biology Sampling Points	0	0	0
River Quality Chemistry Sampling Points	0	0	0
Nearest Surface Water Feature	0	1	0
Sites of Special Scientific Interest	0	0	0 (1) *
Special Areas of Conservation	0	0	0 (1) *
Special Protection Areas	0	0	0 (0) *
Water Abstractions	0	1	8 (10)*
Source Protection Zones	1	1	0

## Natural and Mining Related Hazards

Subsidence	On-site	1-250m	251-500m
Collapsible Ground Stability Hazards	1	1 <sup>1</sup>	N/A
Compressible Ground Stability Hazards	1	1	N/A
Ground Dissolution Stability Hazards	1	1	N/A
Landslide Ground Stability Hazards	1	1	N/A
Running Sand Ground Stability Hazards	1	1	N/A
Shrinking or Swelling Clay Subsidence Hazards	1	1	N/A
Non-Coal Mining Hazards	0	1	N/A
<b>Radon</b>	<b>On-site</b>	<b>1-250m</b>	<b>251-500m</b>
Radon Potential	1	N/A	N/A
Radon Protection Measures	1	N/A	N/A
<b>Mining</b>	<b>On-site</b>	<b>1-250m</b>	<b>251-500m</b>
Brine Compensation Areas	0	N/A	N/A
Coal Mining Affected Areas	0	N/A	N/A
Natural and Mining Cavities	0	0	0
Mining Instability	0	0	N/A
BGS Recorded Mineral Sites	0	2	4

### Tabular Summary Explanation

Argyll has carefully selected a range of datasets which are considered appropriate for the intended use of this report. Each dataset is searched to a set radius from the Site boundary and the tabular summary is divided into different search bands accordingly. If a database is searched and information is found, then the number of records available are detailed in the table above. If the database was searched and no data was found, then a zero will be present. If a database was not searched then the abbreviation N/A will be found, indicating this information was not available at the radius searched.

<sup>1</sup>Ground stability hazards are only searched to a radius of 50m from the Site boundary.

## Landfill Site Information

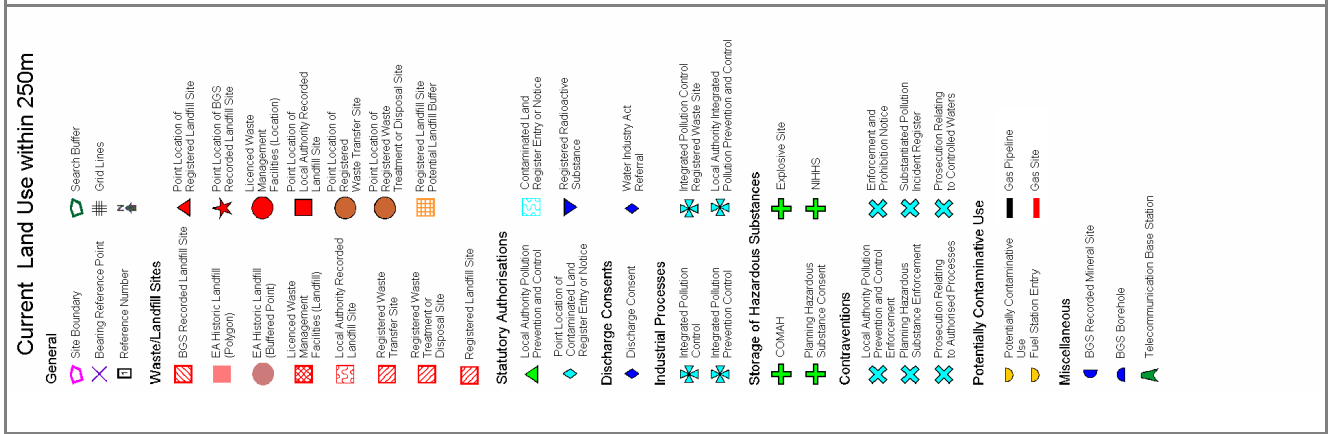
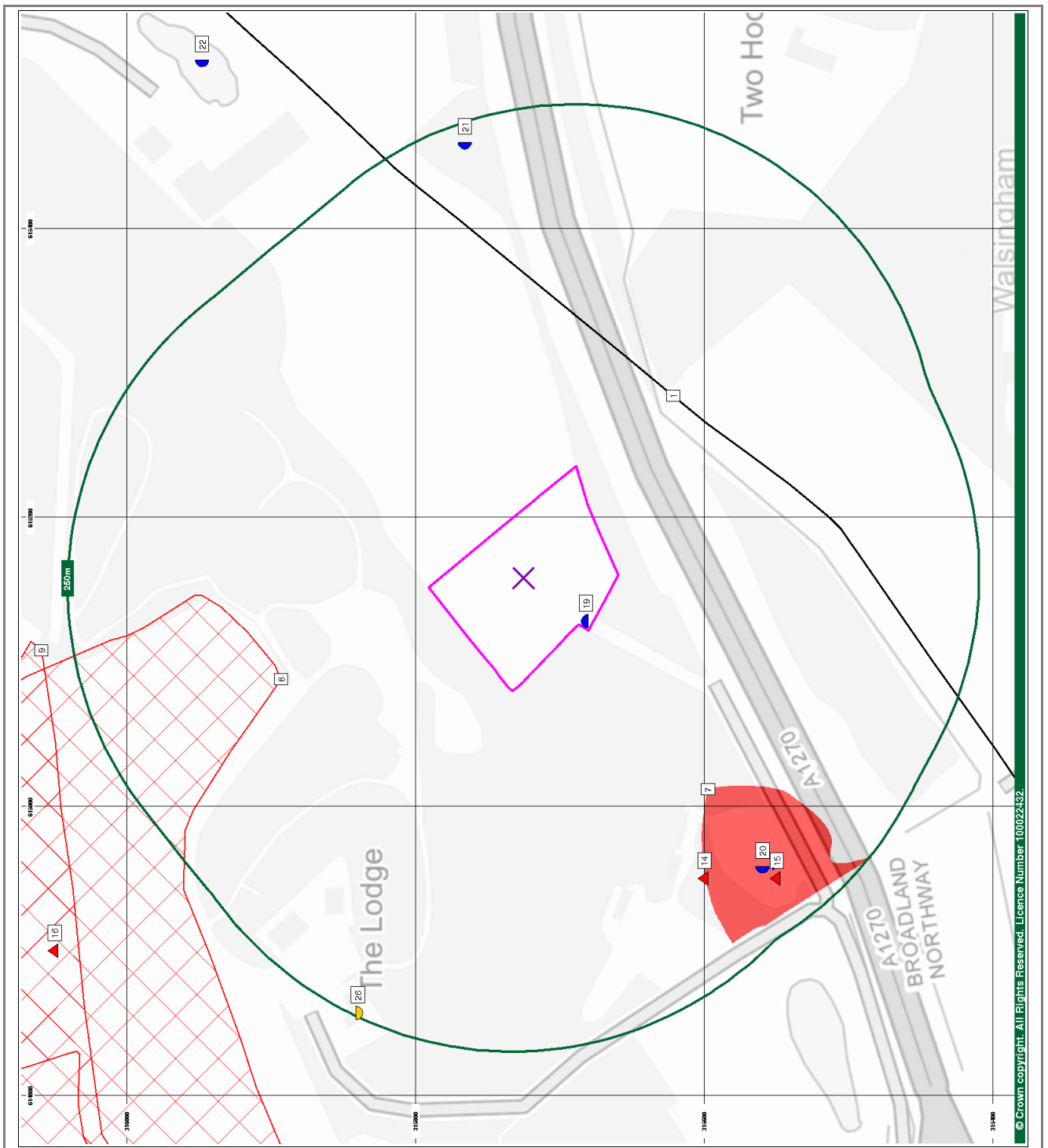
Registered landfill site boundaries (where available), are shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Sites. At present no complete national dataset exists for landfill site boundaries, therefore a point grid reference provided by the data supplier is used for some landfill sites. The point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. A point cannot properly define landfill boundaries therefore Landmark constructs a 250 metre or 100 metre "buffer" zone around the point to warn of the possible presence of landfill. The "buffer" zone is shown on the map as an orange crosshatched area and is referred to in the map legend as Potential Landfill Buffer.

Local Authority landfill data is sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974. Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority had landfill data but passed it to the relevant Environment Agency office, it does not necessarily mean that local authority landfill data is now included in our other Landfill datasets. In addition if no data has been made available for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

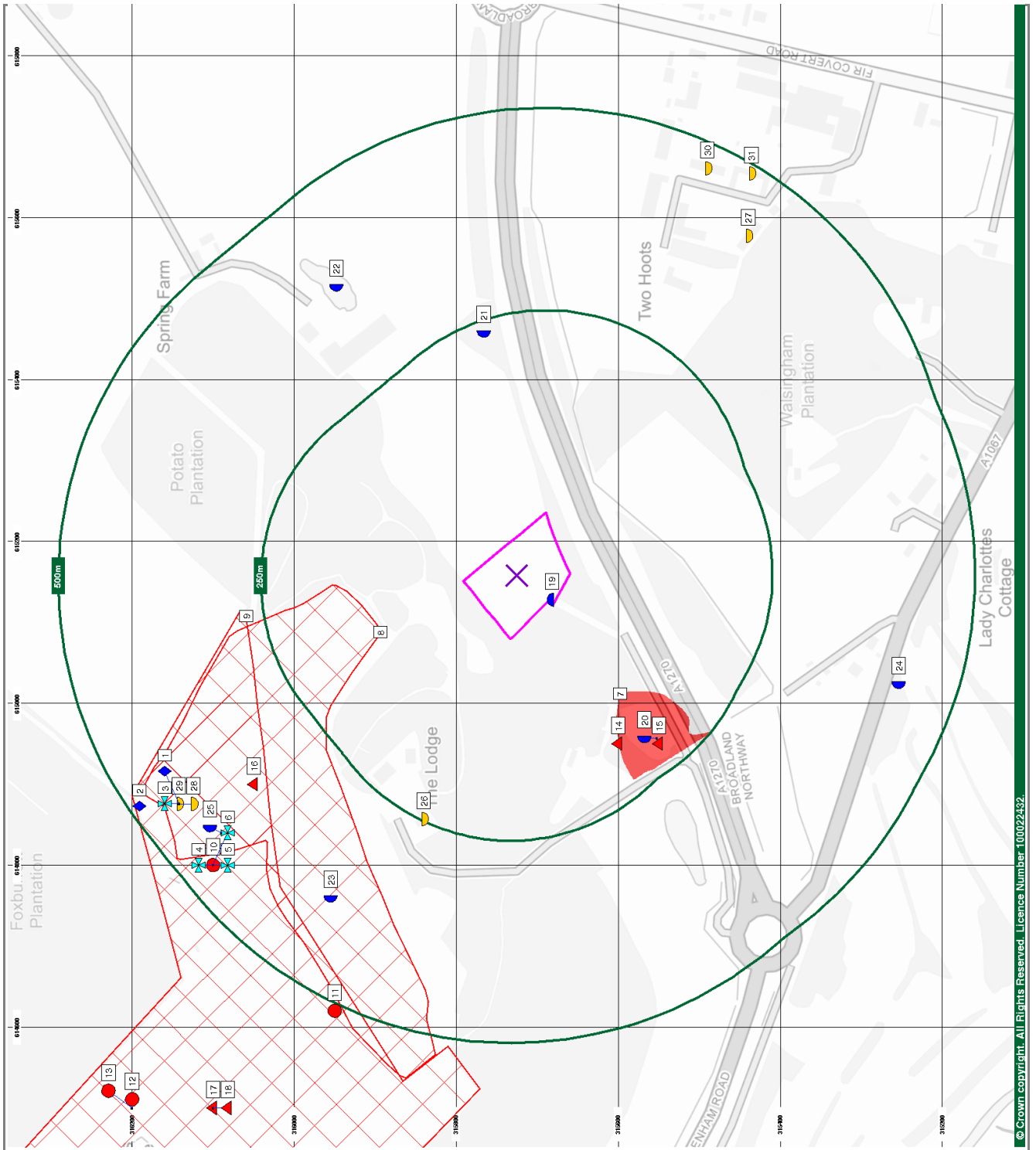
## Subsidence Hazards

Information on subsidence hazards is provided by the British Geological Survey (BGS). Information present within 250m of the Site is reported under Natural and Mining Related Hazards. Due to the level of detail of this data and the complexities of the real world, the BGS recommends a precautionary approach when using this information and advises taking the worst reading noted for each dataset within the vicinity of a property. Therefore, Argyll reports the presence of a ground stability or non-coal related mining hazard in the Risk Analysis section based on the highest reading found within 50m of the Site boundary.





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**Current Land Use within 500m**

<b>General</b>	Search Buffer
Site Boundary	Grid Lines
Bearing Reference Point	Reference Number
Reference Number	
<b>Waste/Landfill Sites</b>	Point Location of Registered Landfill Site
BGS Recorded Landfill Site	Point Location of BGS Recorded Landfill Site
EA Historic Landfill (Polygon)	Licensed Waste Management Facilities (Location)
EA Historic Landfill (Buffered Point)	Point Location of Local Authority Recorded Landfill Site
Licensed Waste Management Facilities (Location)	Point Location of Waste Transfer Site
Point Location of Local Authority Recorded Landfill Site	Point Location of Registered Waste Transfer Site
Point Location of Waste Transfer Site	Registered Waste Treatment or Disposal Site
Registered Waste Treatment or Disposal Site	Registered Landfill Site
Registered Landfill Site	
<b>Statutory Authorisations</b>	Contaminated Land Register Entry or Notice
Local Authority Pollution Prevention and Control	Contaminated Land Register Entry or Notice
Point Location of Contaminated Land Register Entry or Notice	Substance
Discharge Consent	Water Industry Act Referral
Discharge Consent	
<b>Industrial Processes</b>	Integrated Pollution Control
Integrated Pollution Control	Registered Waste Site
Integrated Pollution Control	Local Authority Integrated Pollution Prevention and Control
Integrated Pollution Control	
<b>Storage of Hazardous Substances</b>	Explosive Site
COMAH	NIHS
Planning Hazardous Substance Consent	
Substance Consent	
<b>Contraventions</b>	Local Authority Pollution Prevention and Control Enforcement
Local Authority Pollution Prevention and Control Enforcement	Substantiated Pollution Incident Register
Planning Hazardous Substance Enforcement	Prosecution Relating to Authorised Processes to Controlled Waters
Substantiated Pollution Incident Register	
Prosecution Relating to Authorised Processes to Controlled Waters	
<b>Potentially Contaminative Use</b>	Potentially Contaminative Use
Potentially Contaminative Use	Gas Pipeline
Gas Pipeline	Fuel Station Entry
Fuel Station Entry	
<b>Miscellaneous</b>	BGS Recorded Mineral Site
BGS Recorded Mineral Site	BGS Borehole
BGS Borehole	Telecommunication Base Station
Telecommunication Base Station	

## Statutory Information

### Authorisations

#### Integrated Pollution Prevention And Control

Map ID	Details	Distance	Direction
3	Name: Biffa Waste Services Ltd, Location: Attlebridge Landfill Epr/Bv4495ix, Attlebridge Landfill Site, Reepham Road, Attlebridge, NORWICH, NR9 5TD, Authority: Environment Agency, Anglian Region, Permit Ref: BV4495IX, Dated: 30th March 2009 to Not Supplied, Activity Descriptions: 1.Waste Landfilling; Greater Than 10 T/D With Capacity Greater Than 25,000T Excluding Inert Waste, Activity Codes: 1.5.2 A(1) (A), Status: Superseded By Variation, Positional Accuracy: Automatically positioned to the address.	447m	NW
4	Name: Biffa Waste Services Ltd, Location: Attlebridge Landfill Epr/Bv4495ix, Attlebridge Landfill Site, Reepham Road, Attlebridge, NORWICH, NR9 5TD, Authority: Environment Agency, Anglian Region, Permit Ref: EP3037GK, Dated: 18th February 2010 to Not Supplied, Activity Descriptions: 1.Waste Landfilling; Greater Than 10 T/D With Capacity Greater Than 25,000T Excluding Inert Waste, Activity Codes: 1.5.2 A(1) (A), Status: Superseded By Variation, Positional Accuracy: Located by supplier to within 100m.	461m	NW
5	Name: Biffa Waste Services Ltd, Location: Attlebridge Landfill Epr/Bv4495ix, Attlebridge Landfill Site, Reepham Road, Attlebridge, NORWICH, NR9 5TD, Authority: Environment Agency, Anglian Region, Permit Ref: RP3338RV, Dated: 11th February 2016 to Not Supplied, Activity Descriptions: 1.Waste Landfilling; Greater Than 10 T/D With Capacity Greater Than 25,000T Excluding Inert Waste, Activity Codes: 1.5.2 A(1) (A), Status: Effective, Positional Accuracy: Located by supplier to within 100m.	461m	NW
6	Name: Biffa Waste Services Ltd, Location: Attlebridge Landfill Epr/Bv4495ix, Attlebridge Landfill Site, Reepham Road, Attlebridge, NORWICH, NR9 5TD, Authority: Environment Agency, Anglian Region, Permit Ref: TP3437TD, Dated: 15th July 2010 to Not Supplied, Activity Descriptions: 1.Waste Landfilling; Greater Than 10 T/D With Capacity Greater Than 25,000T Excluding Inert Waste, Activity Codes: 1.5.2 A(1) (A), Status: Superseded By Variation, Positional Accuracy: Located by supplier to within 100m.	461m	NW

### Discharges

#### Water Industry Act Referrals

Map ID	Details	Distance	Direction
1	Name: Rmc Environmental Services Ltd, Location: ATTLEBRIDGE LANDFILL SITE, REEPHAM ROAD, ATTLEBRIDGE, NORWICH, NR9 5TD, Authority: Environment Agency, Anglian Region, Permit Ref: BS5088, Date: 23rd May 2002, Process Type: Permissions or amendments to discharge under the Water Industry Act 1991, Description: Processes which result in the discharge of Special Category effluents under The Trade Effluents (Prescribed Processes and Substances) Regulations, Status: Authorisation either revoked or cancelled, Positional Accuracy: Automatically positioned to the address.	447m	NW
2	Name: Biffa Waste Services Ltd, Location: ATTLEBRIDGE LANDFILL SITE, REEPHAM ROAD, ATTLEBRIDGE, NORWICH, NR9 5TD, Authority: Environment Agency, Anglian Region, Permit Ref: BX2477, Date: 12th January 2004, Process Type: Permissions or amendments to discharge under the Water Industry Act 1991, Description: Processes which result in the discharge of Special Category effluents under The Trade Effluents (Prescribed Processes and Substances) Regulations, Status: Authorisation either revoked or cancelled, Positional Accuracy: Manually positioned to the address or location.	488m	NW

# Waste

## Waste/Landfill Sites

### Local Authority Landfill Coverage

Norfolk County Council - Has supplied landfill data

Broadland District Council - Has no landfill data to supply

### Licensed Waste Management Facilities (Landfill Boundaries)

Map ID	Details	Distance	Direction
8	Name: Attlebridge Landfill Site, Licence Number: 71190, Location: Land / Premises At, Reepham Road, Attlebridge, Norwich, Norfolk, NR9 5TD, Licence Holder: Biffa Waste Services Ltd, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Co-disposal Landfill Sites, Maximum Input Rate: Not Supplied, Licence Status: Transferred, Issued Date: 30th October 2000, Last Modified: Not Supplied, Expiry Date: Not Supplied, Revoked Date: Not Supplied, Surrendered Date: Not Supplied, Positional Accuracy: Positioned by the supplier, Boundary Accuracy: As Supplied.	120m	NW
9	Name: Attlebridge Landfill, Licence Number: 70467, Location: Land/premises At, Reepham Road, Attlebridge, Norwich, Norfolk, NR9 5TD, Licence Holder: Biffa Waste Services Ltd, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Landfills Taking Other Wastes (Construction, Demolition, Dredgings), Maximum Input Rate: Not Supplied, Licence Status: Modified, Issued Date: 6th March 1974, Last Modified: Not Supplied, Expiry Date: Not Supplied, Revoked Date: Not Supplied, Surrendered Date: Not Supplied, Positional Accuracy: Positioned by the supplier, Boundary Accuracy: As Supplied.	272m	N

### Licensed Waste Management Facilities (Locations)

Map ID	Details	Distance	Direction
10	Licence Number: 71412, Location: Reepham Road, Attlebridge, Norfolk, NR9 5TD, Operator: Biffa Waste Services Ltd, Operator Location: Not Supplied, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Not Supplied, Licence Status: To PPC, Issued Date: 6th September 2004, Last Modified: Not Supplied, Expiry Date: Not Supplied, Suspended Date: Not Supplied, Revoked Date: Not Supplied, Surrendered Date: Not Supplied, IPPC Reference: Not Supplied, Positional Accuracy: Located by supplier to within 100m.	461m	NW
11	Licence Number: 71190, Location: Land / Premises At, Reepham Road, Attlebridge, Norwich, Norfolk, NR9 5TD, Operator: Biffa Waste Services Ltd, Operator Location: Not Supplied, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Co-disposal Landfill Sites, Licence Status: Transferred, Issued Date: 30th October 2000, Last Modified: Not Supplied, Expiry Date: Not Supplied, Suspended Date: Not Supplied, Revoked Date: Not Supplied, Surrendered Date: Not Supplied, IPPC Reference: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	509m	NW
12	Licence Number: 100809, Location: Biffa Waste Services, Reepham Road, Attlebridge, Norwich, Norfolk, NR9 5TD, Operator: Biffa Waste Services Ltd, Operator Location: Not Supplied, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Material Recycling Treatment Facilities, Licence Status: Surrendered, Issued Date: 23rd November 2010, Last Modified: Not Supplied, Expiry Date: Not Supplied, Suspended Date: Not Supplied, Revoked Date: Not Supplied, Surrendered Date: 14th June 2012, IPPC Reference: Not Supplied, Positional Accuracy: Located by supplier to within 100m.	745m	NW
13	Licence Number: 100276, Location: Attlebridge Landfill Site, Reepham Road, Attlebridge, Norwich, Norfolk, NR9 5TD, Operator: Biffa Waste Services Ltd, Operator Location: Not Supplied, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Household, Commercial And Industrial Transfer Stations, Licence Status: Surrendered, Issued Date: 29th September 2008, Last Modified: Not Supplied, Expiry Date: Not Supplied, Suspended Date: Not Supplied, Revoked Date: Not Supplied, Surrendered Date: 6th August 2013, IPPC Reference: Not Supplied, Positional Accuracy: Located by supplier to within 100m.	745m	NW

## Registered Landfill Sites

Map ID	Details	Distance	Direction
14	Licence Holder: Rytonberry Ltd, Licence Reference: 35/4/2517, Site Location: Marl Pit Deighton Hills, Attlebridge, Norwich, Norfolk, Easting: 614950, Northing: 315600, Operator Location: Hercules Road, Norwich, Norfolk, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Landfill, Maximum Input Rate: Medium (Equal to or greater than 25,000 and less than 75,000 tonnes per year), Waste Source Restrictions: No known restriction on source of waste, Dated: 1st June 1984, Preceded By Licence: 35/4/2517, Superseded By Licence: Not Given, Positional Accuracy: Manually positioned to the road within the address or location, Boundary Accuracy: Not Applicable, Authorised Waste: 1. concrete waste, 2. excavated natural materials \$, 3. hardcore and rubble, Prohibited Waste: 1.Asbestos Cement Products, 2.Flammable Waste, 3.Paper/Cardboard Waste.	186m	SW
15	Licence Holder: Myhill Skip Hire Ltd, Licence Reference: 35/4/2517, Site Location: Marl Pit Deighton Hills, Attlebridge, Norwich, Norfolk, Easting: 614950, Northing: 315550, Operator Location: Foundry Works, Foulsham, East Dereham, Norfolk, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Landfill, Maximum Input Rate: Undefined, Waste Source Restrictions: No known restriction on source of waste, Dated: 1st August 1981, Preceded By Licence: Not Given, Superseded By Licence: 35/4/2517, Positional Accuracy: Manually positioned to the address or location, Boundary Accuracy: Not Applicable, Authorised Waste: 1. construction and demolition wastes, Prohibited Waste: 1.Asbestos, 2.Combustible/Potentially Combustible.	216m	SW
16	Licence Holder: Hales Waste Control Ltd, Licence Reference: EAWML71190, Site Location: Attlebridge Landfill Site (Ext'n), Reepham Road, Attlebridge, NORWICH, Norfolk, NR9 5TD, Easting: 614900, Northing: 316050, Operator Location: RMC House, Coldharbour Lane, Thorpe, EGHAM, Surrey, TW20 8TD, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Landfill, Maximum Input Rate: Large (Equal to or greater than 75,000 and less than 250,000 tonnes per year), Waste Source Restrictions: No known restriction on source of waste, Dated: 30th October 2000, Preceded By Licence: NFK/LS/065/4, Superseded By Licence: Not Given, Positional Accuracy: Manually positioned to the address or location, Boundary Accuracy: Not Applicable, Authorised Waste: 1. asbestos, 2. batteries, 3. clinical - as in hsc '92 grp e only, 4. degradable commercial waste (as in post'98 e.a.lics & equivalent to 22.09.02), 5. degradable household waste (as in post'98 e.a.lics & equivalent to 22.09.01), 6. degradable industrial waste (as in post'98 e.a.lics & equivalent to 22.09.03), 7. inert materials (as in post'98 e.a.lics and equivalent to 21.00.00), 8. lamps & tubes, 9. maximum waste permitted by licence, 10. metal turnings/swarf/dusts/powders, 11. mineral oils - only as contained within solid waste, 12. other wastes - comprising, 13. paint/varnish/lacquers, 14. tar, pitch, bitumen, asphalt, 15. tyres, Prohibited Waste: 1.Material With Any Haz.Code (H1, H2, H3a,H3b,H4,H5,H6,H7,H8,H9,H10,H11,H12,H13,H14), 2.Other Waste / Waste Not Otherwise Specified.	360m	NW
17	Licence Holder: Hales Waste Control Ltd, Licence Reference: NFK/LS/065/4, Site Location: Reepham Road, Attlebridge, NORWICH, Norfolk, NR9 5TD, Easting: 614500, Northing: 316100, Operator Location: Delamere Road, Cheshunt, WALTHAM CROSS, Hertfordshire, EN8 9SJ, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Landfill, Maximum Input Rate: Large (Equal to or greater than 75,000 and less than 250,000 tonnes per year), Waste Source Restrictions: No known restriction on source of waste, Dated: 1st February 1984, Preceded By Licence: 35/4/2501, Superseded By Licence: EAWML71190, Positional Accuracy: Manually positioned to the address or location, Boundary Accuracy: Not Applicable, Authorised Waste: 1. asbestos, 2. clinical wastes in acc.with hsc 1982, 3. food processing wastes, 4. interceptor pit wastes (max.oil < 2%), 5. max.waste permitted by licence, 6. norfolk cat.a non-decomposing waste, 7. norfolk cat.b gen.waste (slow decomp), 8. norfolk cat.c putrescible, Prohibited Waste: 1.Liquid Wastes, 2.Poisonous, Noxious, Polluting Wastes.	687m	NW

## Registered Landfill Sites

Map ID	Details	Distance	Direction
18	Licence Holder: Hales Containers Ltd, Licence Reference: 35/4/2501, Site Location: Reepham Road, Attlebridge, NORWICH, Norfolk, NR9 5TD, Easting: 614500, Northing: 316100, Operator Location: Delamere Road, Cheshunt, WALTHAM CROSS, Hertfordshire, EN8 9SJ, Authority: Environment Agency - Anglian Region, Eastern Area, Site Category: Landfill, Maximum Input Rate: Undefined, Waste Source Restrictions: No known restriction on source of waste, Dated: 1st February 1981, Preceded By Licence: Not Given, Superseded By Licence: NFK/LS/065/4, Positional Accuracy: Manually positioned to the address or location, Boundary Accuracy: Not Applicable, Authorised Waste: 1. food processing wastes/starch, 2. house, com + ind. non-toxic, non-notif, 3. interceptor pit wastes \$, Prohibited Waste: N/A.	687m	NW

## Historical Landfill Sites

Map ID	Details	Distance	Direction
7	Licence Holder: Rytonberry Limited, Location: Off Fakenham Road, Attlebridge, Name: Deighton Hills, Operator Location: Not Supplied, Boundary Accuracy: As Supplied, Provider Reference: EAHLD02453, First Input Date: 31st December 1980, Last Input Date: 31st December 1985, Specified Waste Type: Deposited Waste included Inert Waste, EA Waste Ref: 0, Regis Ref: Not Supplied, WRC Ref: 2600/0039, BGS Ref: Not Supplied, Other Ref: WD 635	138m	SW

## Current Land Use

### Current Potentially Contaminative Uses

#### Contemporary Trade Directory Entries

Map ID	Details	Distance	Direction
26	Printers, Name: Media8, Status: Active, Location: The Lodge, Fakenham Road, Taverham, Norwich, NR8 6HS, Positional Accuracy: Automatically positioned to the address.	248m	W
27	Catering Equipment, Name: The Kitchenary, Status: Inactive, Location: Unit 16, Taverham Craft Centre, Fir Covert Road, Taverham, Norwich, NR8 6HT, Positional Accuracy: Automatically positioned to the address.	424m	SE
28	Waste Disposal Services, Name: Biffa Ltd, Status: Inactive, Location: Reepham Road, Attlebridge, Norwich, NR9 5TD, Positional Accuracy: Automatically positioned to the address.	447m	NW
29	Waste Disposal Services, Name: Hales Waste Control Ltd, Status: Inactive, Location: Reepham Road, Attlebridge, Norwich, NR9 5TD, Positional Accuracy: Automatically positioned to the address.	447m	NW
30	Confectionery Manufacturers, Name: Saffire Hand Made Chocolates, Status: Inactive, Location: Taverham Craft Centre, Fir Covert Road, Norwich, NR8 6HT, Positional Accuracy: Automatically positioned to the address.	470m	SE
31	Stained Glass Designers & Producers, Name: Alby, Status: Inactive, Location: Unit 8, Taverham Craft Centre, Fir Covert Road, Taverham, Norwich, Norfolk, NR8 6HT, Positional Accuracy: Manually positioned to the address or location.	490m	SE

### Other Features

#### Gas Pipelines

Map ID	Details	Distance	Direction
1	Pipe Number: Feeder 3, Name: FM03 - Bacton to Roudham Heath, National Grid: Owned By National Grid, Diameter: 900, No Building Within: 78 metres, Abandoned Date: Active, Year: 1969, Pipe Length: 64140.7	81m	SE

## Historical Land Use

### Historical Potentially Contaminative Uses

#### Potentially Contaminative Industrial Uses (Past Land Use)

Map ID	Details	Distance	Direction
	Quarrying of sand & clay, operation of sand & gravel pits, Date of Mapping: 1884.	162m	SW
	Quarrying of sand & clay, operation of sand & gravel pits, Date of Mapping: 1938.	197m	E
	Quarrying of sand & clay, operation of sand & gravel pits, Date of Mapping: 1975.	271m	N
	Quarrying of sand & clay, operation of sand & gravel pits, Date of Mapping: 1884.	339m	NE
	Quarrying of sand & clay, operation of sand & gravel pits, Date of Mapping: 1938.	420m	S

### Potentially Infilled Land

#### Potentially Infilled Land (Non-Water)

Map ID	Details	Distance	Direction
	Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1975.	162m	SW
	Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1976.	339m	NE
	Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1976.	420m	S

## Historical Maps

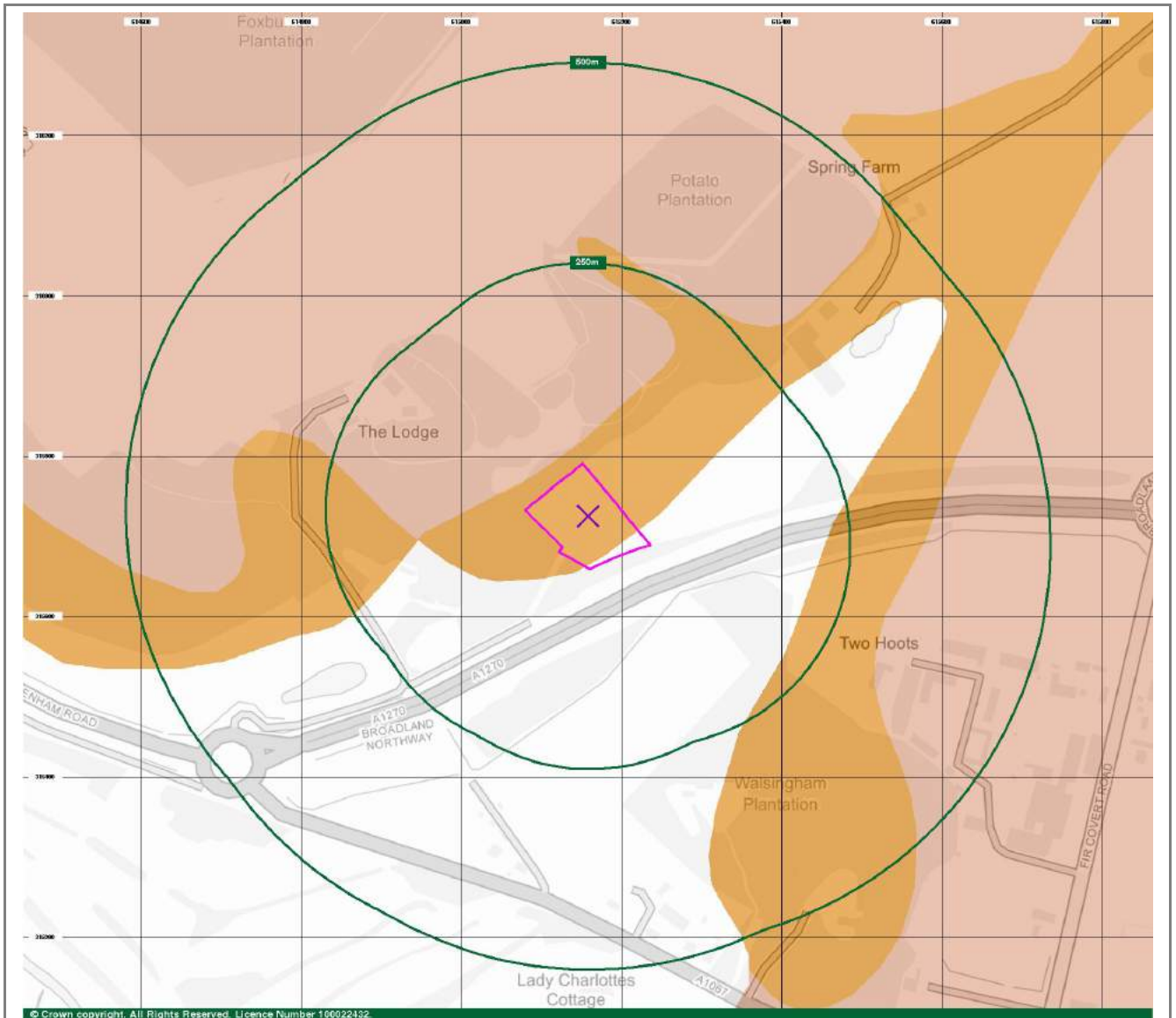
The following maps have been manually reviewed by a consultant and presented in the Risk Analysis section at the front of this report:

Scale	Map Sheet	Published Date
1:2,500	Norfolk 050_12	1882
1:2,500	Norfolk 050_12	1906
1:2,500	National Grid TG1415	1970
1:2,500	National Grid TG1515	1970
1:2,500	National Grid TG1416	1971
1:2,500	National Grid TG1516	1971
1:2,500	National Grid TG1415	1994
1:2,500	National Grid TG1416	1994
1:2,500	National Grid TG1515	1994
1:2,500	National Grid TG1516	1994
1:2,500	National Grid TG1515	1989
1:10,560	Norfolk 050_NE	1883
1:10,560	Norfolk 050_SE	1884
1:10,560	Norfolk 050_NE	1907
1:10,560	Norfolk 050_SE	1908
1:10,560	Norfolk 050_SE	1938
1:10,560	National Grid TG11NE	1957
1:10,560	National Grid TG11NW	1957
1:10,560	National Grid TG11SE	1957
1:10,560	National Grid TG11SW	1957
1:10,000	National Grid TG11SE	1973
1:10,000	National Grid TG11NW	1975
1:10,000	National Grid TG11NE	1976
1:10,000	National Grid TG11SW	1976
1:10,000	National Grid TG11SE	1982
1:10,000	National Grid TG11NW	1975
1:10,000	National Grid TG11SW	1976
1:10,000	National Grid TG11SE	1995
1:10,000	National Grid TG11NE	1996
1:10,000	National Grid TG11NE	2014

Scale	Map Sheet	Published Date
1:10,000	National Grid TG11NW	2014
1:10,000	National Grid TG11SE	2014
1:10,000	National Grid TG11SW	2014



# Aquifer Designation (Superficial)

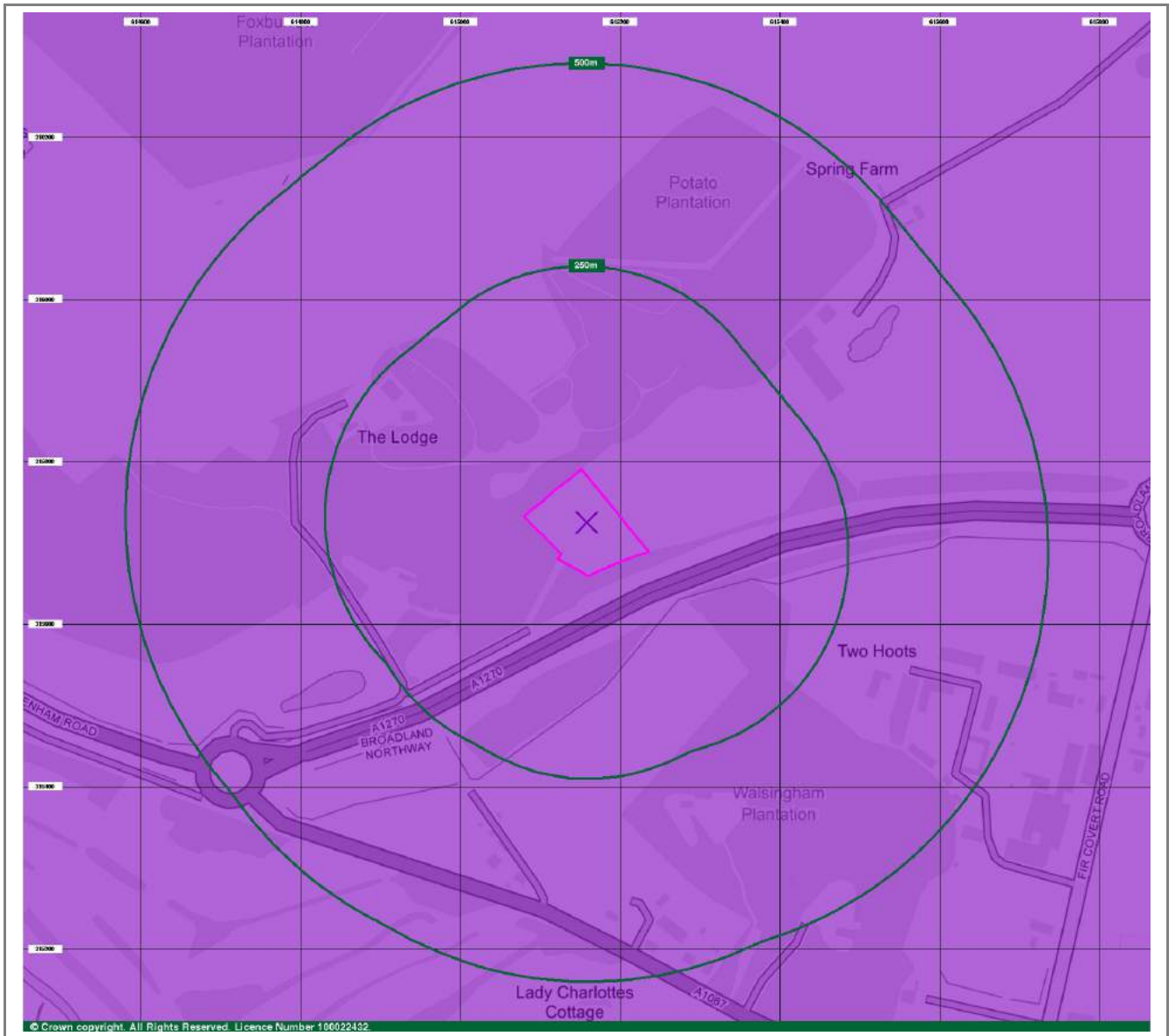


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## Aquifer Designations

- |   |  |
|---|--|
|  Site Boundary           |  Principal Aquifer          |
|  Search Buffer           |  Secondary A Aquifer        |
|  Bearing Reference Point |  Secondary B Aquifer        |
|  N                       |  Secondary Undifferentiated |
|   |  Unproductive Strata        |
|   |  Unknown                    |

# Aquifer Designation (Bedrock)



## Aquifer Designations

-  Site Boundary
-  Search Buffer
-  Bearing Reference Point
- 
-  Principal Aquifer
-  Secondary A Aquifer
-  Secondary B Aquifer
-  Secondary Undifferentiated
-  Unproductive Strata
-  Unknown

# Groundwater Vulnerability

## Hydrogeology

### Superficial Aquifer Designations

Map ID	Details	Distance	Direction
	Secondary Aquifer - B These aquifers are formed of predominantly lower permeability layers which may store and yield limited amounts of groundwater due to localised features such as fissures, thin permeable layers and weathering.	On Site	-
	Secondary Aquifer - A These aquifers are formed of moderately permeable layers capable of supporting water supplies at a local scale, and in some cases forming an important source of base flow to rivers.	23m	NW
	Secondary Aquifer - A These aquifers are formed of moderately permeable layers capable of supporting water supplies at a local scale, and in some cases forming an important source of base flow to rivers.	81m	W
	Secondary Aquifer - B These aquifers are formed of predominantly lower permeability layers which may store and yield limited amounts of groundwater due to localised features such as fissures, thin permeable layers and weathering.	81m	W
	Secondary Aquifer - B These aquifers are formed of predominantly lower permeability layers which may store and yield limited amounts of groundwater due to localised features such as fissures, thin permeable layers and weathering.	141m	W

### Bedrock Aquifer Designations

Map ID	Details	Distance	Direction
	Principal Aquifer These aquifers are typically formed of layers of rock or drift deposits that have a high permeability and provide a high level of water storage. They may support water supply and/or base river flow on a strategic scale.	On Site	-
	Principal Aquifer These aquifers are typically formed of layers of rock or drift deposits that have a high permeability and provide a high level of water storage. They may support water supply and/or base river flow on a strategic scale.	81m	W

## Geology

### BGS 1:50,000 Bedrock Geology

Map ID	Details	Distance	Direction
	LEX Code: LPCK, Rock Name: Lewes Nodular Chalk Formation, Seaford Chalk Formation, Newhaven Chalk Formation, Culver Chalk Formation and Portsdown Chalk Formation (Undifferentiated), Rock Type: Chalk, Min Age: Not Supplied, Max Age: Turonian.	On Site	-

### BGS 1:50,000 Superficial Deposits

Map ID	Details	Distance	Direction
	LEX Code: HEAD, Rock Name: Head, Rock Type: Clay, Silt, Sand and Gravel, Min Age: Not Supplied, Max Age: Quaternary.	On Site	-
	LEX Code: SMCL, Rock Name: Sheringham Cliffs Formation, Rock Type: Sand and Gravel, Min Age: Not Supplied, Max Age: Pleistocene.	On Site	W

### BGS 1:50,000 Geological Mapping Coverage

Map ID	Details	Distance	Direction
	Map Sheet No: 147, Map Name: Aylesham, Map Date: 2014, Bedrock Geology: Available, Superficial Geology: Available, Artificial Geology: Available, Faults: Not Supplied, Landslip: Not Available, Rock Segments: Not Supplied.	On Site	-

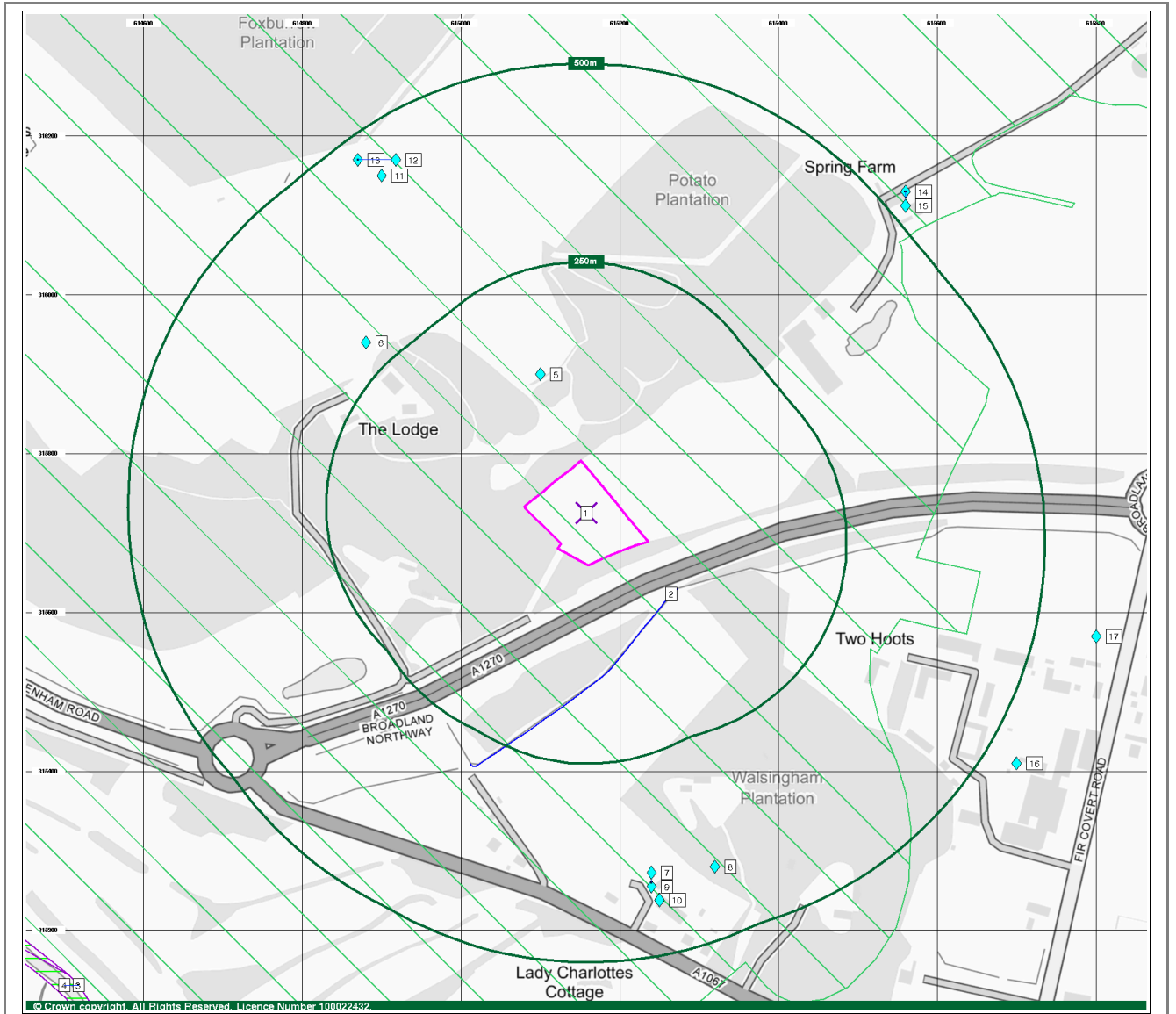
## BGS 1:625,000 Solid Geology

Map ID	Details	Distance	Direction
	White Chalk Subgroup.	On Site	-

## BGS Boreholes

Map ID	Details	Distance	Direction
19	BGS Reference: Tg11ne97, Drilled Length (m): 19.2, Borehole Name: Northern Distributor Road Bhpw5.	On Site	SW

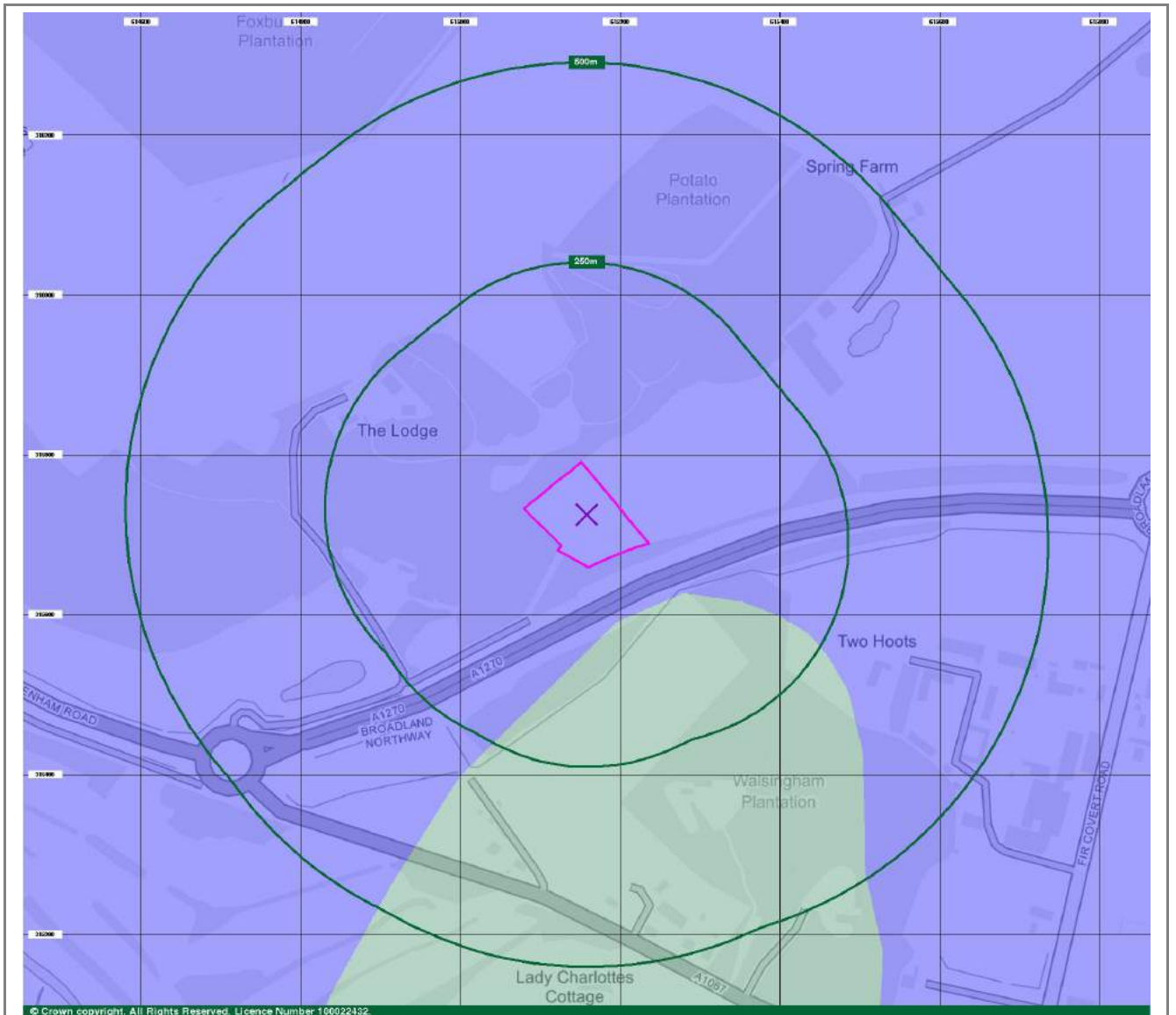
# Environmentally Sensitive Features



## Sensitive Land Uses

- |                                    |                         |                                     |
|------------------------------------|-------------------------|-------------------------------------|
| Site Boundary                      | Local Nature Reserve    | Ramsar Site                         |
| Search Buffer                      | Marine Nature Reserve   | Nearest Surface Water Feature       |
| Bearing Reference Point            | National Nature Reserve | Site of Special Scientific Interest |
| N                                  | National Park           | Special Area of Conservation        |
| Area of Outstanding Natural Beauty | National Scenic Area    | Special Protection Area             |
| Environmentally Sensitive Area     | Nitrate Sensitive Area  | Water Abstraction                   |
| Forest Park                        | Nitrate Vulnerable Zone | Historical Flood Liability          |

# Source Protection Zones



## Source Protection Zones

- |                         |   |  |
|-------------------------|---|--|
| Site Boundary           | Inner zone (Zone 1)                             | Total catchment (Zone 3)                             |
| Search Buffer           | Inner zone - subsurface activity only (Zone 1c) | Total catchment - subsurface activity only (Zone 3c) |
| Bearing Reference Point | Outer zone (Zone 2)                             | Special interest (Zone 4)                            |
| N                       | Outer zone - subsurface activity only (Zone 2c) |  |

# Environmentally Sensitive Features

## Nitrate Vulnerable Zones

Map ID	Details	Distance	Direction
1	Name: Anglian Chalk, Description: Groundwater, Source: Environment Agency, Head Office.	On Site	-

## Nearest Surface Water Feature

Map ID	Details	Distance	Direction
2	Surface water feature identified in proximity.	70m	SE

## Sites of Special Scientific Interest

Map ID	Details	Distance	Direction
3	Name: River Wensum, Multiple Area: Y, Area (m <sup>2</sup> ): 3859619.9800000004, Source: Natural England, Reference: 1006328, Designation Date: 24th February 1993, Date Type: Notified, Designation Details: Special Area Of Conservation.	817m	SW

## Special Areas of Conservation

Map ID	Details	Distance	Direction
4	Name: River Wensum, Multiple Area: Y, Area (m <sup>2</sup> ): 3834190.23, Source: Natural England, Reference: UK0012647, Status: Designated.	817m	SW

## Water Abstractions

Map ID	Details	Distance	Direction
5	Operator: Hales Waste Control Ltd, Licence Number: 7/34/11/*G/0578, Permit Version: 1, Location: Borehole At Mid Norfolk Shooting School, Deighton Hills, Authority: Environment Agency, Anglian Region, Abstraction: Water Supply Related: General Use (Medium Loss), Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, Mid Suffolk Shooting School, Deighton Mills, Taverham, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 19th May 2000, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	121m	N
6	Operator: R T Gallyon, Licence Number: 7/34/11/*g/493, Permit Version: Not Supplied, Location: Borehole , ATTLEBRIDGE , Authority: Environment Agency, Anglian Region, Abstraction: Private Water Supply (Amenity Etc), Abstraction Type: Not Supplied, Source: Well And Borehole, Daily Rate(m <sup>3</sup> ): 0, Yearly Rate (m <sup>3</sup> ): 2300, E chalk; Status: Revoked, Authorised Start: Not Supplied, Authorised End: Not Supplied, Permit Start Date: Not Supplied, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	288m	NW
7	Operator: W.A. Todd, Licence Number: 7/34/11/*g/477, Permit Version: Not Supplied, Location: New Borehole , TAVERHAM, Authority: Environment Agency, Anglian Region, Abstraction: Agriculture (General), Abstraction Type: Not Supplied, Source: Well And Borehole, Daily Rate(m <sup>3</sup> ): 2, Yearly Rate (m <sup>3</sup> ): 5700, E chalk; Status: Revoked, Authorised Start: Not Supplied, Authorised End: Not Supplied, Permit Start Date: Not Supplied, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	408m	S
8	Operator: Neil H Brummage, Licence Number: 7/34/11/*g/371, Permit Version: Not Supplied, Location: Borehole Adjacent Walsingham Pltn, TAVERHAM, Authority: Environment Agency, Anglian Region, Abstraction: Domestic Use Only, Abstraction Type: Not Supplied, Source: Well And Borehole, Daily Rate(m <sup>3</sup> ): 1, Yearly Rate (m <sup>3</sup> ): 23000, E chalk; Status: Revoked, Authorised Start: Not Supplied, Authorised End: Not Supplied, Permit Start Date: Not Supplied, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	412m	S
9	Operator: G & S Hunt, Licence Number: 7/34/11/*G/0478, Permit Version: 100, Location: New Borehole At Taverham, Authority: Environment Agency, Anglian Region, Abstraction: General Farming And Domestic, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st September 1998, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	413m	S

## Water Abstractions

Map ID	Details	Distance	Direction
10	Operator: W A & B C Todd, Licence Number: 7/34/11/*g/245, Permit Version: Not Supplied, Location: Bore At Turkey Farm, TAVERHAM, Authority: Environment Agency, Anglian Region, Abstraction: Agriculture (General), Abstraction Type: Not Supplied, Source: Well And Borehole, Daily Rate(m <sup>3</sup> ): 4, Yearly Rate (m <sup>3</sup> ): 11000, E chalk; Status: Revoked, Authorised Start: Not Supplied, Authorised End: Not Supplied, Permit Start Date: Not Supplied, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	425m	S
11	Operator: Hales Waste Control Ltd, Licence Number: 7/34/11/*G/0458, Permit Version: 100, Location: Bore At Attlebridge, Authority: Environment Agency, Anglian Region, Abstraction: Private Water Undertaking: General Use (Medium Loss), Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st May 1993, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	439m	NW
12	Operator: Rmc Aggregates (Eastern Counties) Ltd, Licence Number: 7/34/11/*G/0374, Permit Version: 101, Location: Bore At Attlebridge, Authority: Environment Agency, Anglian Region, Abstraction: Extractive: Mineral Washing, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, Attlebridge Norfolk, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st January 1999, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	472m	NW
13	Operator: Cemex Uk Materials Ltd, Licence Number: 7/34/11/*G/0374, Permit Version: 102, Location: Bore At Attlebridge, Authority: Environment Agency, Anglian Region, Abstraction: Extractive: Mineral Washing, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, Attlebridge Norfolk, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st March 2005, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	472m	NW
14	Operator: P J Throssell, Licence Number: 7/34/11/*G/0161, Permit Version: 100, Location: Bore At Spring Farm, Felthorpe, Authority: Environment Agency, Anglian Region, Abstraction: General Farming And Domestic, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st January 1966, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	532m	NE
15	Operator: Spring Farm Partnership, Licence Number: 7/34/11/*G/0161, Permit Version: 101, Location: Bore At Spring Farm, Felthorpe, Authority: Environment Agency, Anglian Region, Abstraction: General Farming And Domestic, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, Spring Farm Felthorpe Norfolk, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 22nd December 2004, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	532m	NE
16	Operator: Taverham Nursery Centre, Licence Number: 7/34/11/*G/0465, Permit Version: 100, Location: Bore At Fir Covert Rd, Taverham, Authority: Environment Agency, Anglian Region, Abstraction: General Farming And Domestic, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st February 1988, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	542m	SE
17	Operator: K H Dye, Licence Number: 7/34/11/*G/0145, Permit Version: 100, Location: Bore, Fir Covert Farm, Felthorpe, Authority: Environment Agency, Anglian Region, Abstraction: General Farming And Domestic, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st December 1965, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	577m	E



## Water Abstractions

Map ID	Details	Distance	Direction
	Operator: Hales Waste Control Ltd, Licence Number: 7/34/11/*G/0576, Permit Version: 1, Location: Bore At Attlebridge Landfill Site, Reepham Road, Attlebridge, Authority: Environment Agency, Anglian Region, Abstraction: Household Water Supply: Drinking; Cooking; Sanitary; Washing; (Small Garden), Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, Not Supplied, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 13th January 2000, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 100m.	753m	N
	Operator: R B Mattioli, Licence Number: 7/34/11/*G/0021, Permit Version: 100, Location: Well, Keepers Cott, Attlebridge, Authority: Environment Agency, Anglian Region, Abstraction: General Farming And Domestic, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st October 1979, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	807m	NW
	Operator: W D Oram, Licence Number: 7/34/11/*s/256, Permit Version: Not Supplied, Location: Rwensum , ATTLEBRIDGE, Authority: Environment Agency, Anglian Region, Abstraction: Spray Irrigation, Abstraction Type: Not Supplied, Source: Stream, Daily Rate(m <sup>3</sup> ): 25, Yearly Rate (m <sup>3</sup> ): 614000, Status: Perpetuity, Authorised Start: Not Supplied, Authorised End: Not Supplied, Permit Start Date: Not Supplied, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	829m	SW
	Operator: Hales Waste Control Ltd, Licence Number: 7/34/11/*G/0461, Permit Version: 100, Location: Bore, Triumph Pltn, Attlebridge, Authority: Environment Agency, Anglian Region, Abstraction: General Farming And Domestic, Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st May 1993, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	899m	NW
	Operator: Wensum Valley Hotel Golf & Country Club Limited, Licence Number: An/034/0011/073, Permit Version: 1, Location: River Wensum At Taverham, Norfolk, Authority: Environment Agency, Anglian Region, Abstraction: Golf Courses: Spray Irrigation - Storage, Abstraction Type: Water may be abstracted from a single point, Source: Surface, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, Not Supplied, Authorised Start: 01 November, Authorised End: 31 March, Permit Start Date: 11th October 2017, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	969m	W
	Operator: J W Medler, Licence Number: 7/34/11/*G/0388, Permit Version: 100, Location: Bore, Fir Covert Rd, Taverham, Authority: Environment Agency, Anglian Region, Abstraction: Private Water Undertaking: General Use (Medium Loss), Abstraction Type: Water may be abstracted from a single point, Source: Groundwater, Daily Rate(m <sup>3</sup> ): Not Supplied, Yearly Rate (m <sup>3</sup> ): Not Supplied, E chalk; Status: Perpetuity, Authorised Start: 01 January, Authorised End: 31 December, Permit Start Date: 1st July 1971, Permit End Date: Not Supplied, Positional Accuracy: Located by supplier to within 10m.	984m	NE

## Source Protection Zones

Map ID	Details	Distance	Direction
	Name: , Source: Environment Agency, Head Office, Reference: Not Supplied, Type: Zone III (Total Catchment): The total area needed to support the discharge from the protected groundwater source.	On Site	-
	Name: , Source: Environment Agency, Head Office, Reference: Not Supplied, Type: Zone II (Outer Protection Zone): Either 25% of the source area or a 400 day travel time whichever is greater.	75m	SE

# Natural and Mining Related Hazards

## Subsidence

### Collapsible Ground Stability Hazards

Map ID	Details	Distance	Direction
	Risk: Very Low, Source: British Geological Survey, National Geoscience Information Service.	On Site	-
	Risk: Very Low, Source: British Geological Survey, National Geoscience Information Service.	81m	W

### Compressible Ground Stability Hazards

Map ID	Details	Distance	Direction
	Risk: No Hazard, Source: British Geological Survey, National Geoscience Information Service.	On Site	-
	Risk: Moderate, Source: British Geological Survey, National Geoscience Information Service.	106m	NW

### Ground Dissolution Stability Hazards

Map ID	Details	Distance	Direction
	Risk: High, Source: British Geological Survey, National Geoscience Information Service.	On Site	E
	Risk: High, Source: British Geological Survey, National Geoscience Information Service.	168m	SW

### Landslide Ground Stability Hazards

Map ID	Details	Distance	Direction
	Risk: Low, Source: British Geological Survey, National Geoscience Information Service.	On Site	W
	Risk: Moderate, Source: British Geological Survey, National Geoscience Information Service.	13m	S

### Running Sand Ground Stability Hazards

Map ID	Details	Distance	Direction
	Risk: Very Low, Source: British Geological Survey, National Geoscience Information Service.	On Site	-
	Risk: Very Low, Source: British Geological Survey, National Geoscience Information Service.	81m	W

### Shrinking or Swelling Clay Subsidence Hazards

Map ID	Details	Distance	Direction
	Risk: Very Low, Source: British Geological Survey, National Geoscience Information Service.	On Site	-
	Risk: Very Low, Source: British Geological Survey, National Geoscience Information Service.	91m	W

### Non-Coal Mining Hazards

Map ID	Details	Distance	Direction
	Risk: Rare, Source: British Geological Survey, National Geoscience Information Service.	56m	SE

## Radon

### Radon Potential

Map ID	Details	Distance	Direction
	The property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level)., Source: British Geological Survey, National Geoscience Information Service.	On Site	-

### Radon Protective Measures

Map ID	Details	Distance	Direction
	None, Source: British Geological Survey, National Geoscience Information Service.	On Site	-

## Mining

### BGS Recorded Mineral Sites

Map ID	Details	Distance	Direction
20	Site Name: Deighton Hills Marl Pit, Site Location: Taverham, Norwich, Norfolk, Source: British Geological Survey, National Geoscience Information Service, Reference: 194899, Type: Opencast, Status: Ceased, Operator: Unknown Operator, Operator Location: Not Supplied, Periodic Type: Cretaceous, Geology: White Chalk Subgroup, Commodity: Chalk, Positional Accuracy: Located by supplier to within 10m.	209m	SW
21	Site Name: Spring Farm Pit, Site Location: Taverham, Norwich, Norfolk, Source: British Geological Survey, National Geoscience Information Service, Reference: 194926, Type: Opencast, Status: Ceased, Operator: Unknown Operator, Operator Location: Not Supplied, Periodic Type: Quaternary, Geology: Wroxham Crag Formation, Commodity: Sand and Gravel, Positional Accuracy: Located by supplier to within 10m.	236m	E
22	Site Name: Spring Farm Marl Pit, Site Location: Taverham, Norwich, Norfolk, Source: British Geological Survey, National Geoscience Information Service, Reference: 194900, Type: Opencast, Status: Ceased, Operator: Unknown Operator, Operator Location: Not Supplied, Periodic Type: Cretaceous, Geology: White Chalk Subgroup, Commodity: Chalk, Positional Accuracy: Located by supplier to within 10m.	381m	NE
23	Site Name: Attlebridge Sand Pit, Site Location: Attlebridge, Norwich, Norfolk, Source: British Geological Survey, National Geoscience Information Service, Reference: 236005, Type: Opencast, Status: Ceased, Operator: Cemex Uk Materials Ltd., Operator Location: Not Supplied, Periodic Type: Quaternary, Geology: Wroxham Crag Formation, Commodity: Sand, Positional Accuracy: Located by supplier to within 10m.	390m	NW
24	Site Name: Lady Charlotte'S Plantation Pit, Site Location: Taverham, Norwich, Norfolk, Source: British Geological Survey, National Geoscience Information Service, Reference: 194903, Type: Opencast, Status: Ceased, Operator: Unknown Operator, Operator Location: Not Supplied, Periodic Type: Cretaceous, Geology: White Chalk Subgroup, Commodity: Chalk, Positional Accuracy: Located by supplier to within 10m.	428m	S
25	Site Name: Attlebridge Sand Pit, Site Location: Attlebridge, Norwich, Norfolk, Source: British Geological Survey, National Geoscience Information Service, Reference: 236004, Type: Opencast, Status: Ceased, Operator: Cemex Uk Materials Ltd., Operator Location: Not Supplied, Periodic Type: Quaternary, Geology: Wroxham Crag Formation, Commodity: Sand, Positional Accuracy: Located by supplier to within 10m.	428m	NW

## Useful Contacts

Name and Address	Telephone/Fax/Email
Argyll Environmental Limited 1 <sup>st</sup> Floor 98 – 99 Queens Road Brighton BN1 3XF <a href="http://www.argyllenvironmental.com">www.argyllenvironmental.com</a>	Telephone 0330 036 6115 orders@argyllenviro.com
Environment Agency National Customer Contact Centre (NCCC) PO Box 544	Telephone 03708 506 506
Norfolk County Council Planning & Transportation - Minerals & Waste County Hall <a href="http://www.norfolk.gov.uk">www.norfolk.gov.uk</a>	Telephone 0844 800 8020 Fax: 0844 800 8012 information@norfolk.gov.uk
Broadland District Council Thorpe Lodge <a href="http://www.broadland.gov.uk">www.broadland.gov.uk</a>	Telephone 01603 431133 Fax: 01603 700339
British Geological Survey Enquiry Service British Geological Survey <a href="http://www.bgs.ac.uk">www.bgs.ac.uk</a>	Telephone 0115 936 3143 Fax: 0115 936 3276 enquiries@bgs.ac.uk
Landmark Information Group Limited Imperium <a href="http://www.landmark.co.uk">www.landmark.co.uk</a>	Telephone 0844 844 9966 Fax: 0844 844 9951 helpdesk@landmark.co.uk
Environment Agency Head Office Rio House	Telephone 01454 624400 Fax: 01454 624409
Natural England County Hall <a href="http://www.naturalengland.org.uk">www.naturalengland.org.uk</a>	Telephone 0300 060 3900  enquiries@naturalengland.org.uk

Please note that the Environment Agency / SEPA have a charging policy in place for enquiries. When contacting these agencies please mention that this data has been received from the Landmark database, alternatively Argyll Environmental Limited would be pleased to assist with consultation to the above bodies. Please contact us for a quotation.

## Risk Analysis Methodology

The Site Solutions reports have been designed to assist in making informed decisions during property transactions. The Report is a desktop assessment of direct liabilities (Liabilities) which could affect the owner /occupier of the Site and arise under Part 2A of the Environmental Protection Act 1990 and/or equivalent requirements under the planning regime and/or the Water Resources Act 1991<sup>2</sup>. (Relevant Legislation). If a risk is identified, then a number of options for finding out more about the risk, managing it or transferring it are proposed.

The assessment of environmental liability under the Relevant Legislation is based upon the principle of determining the presence of a plausible contaminant-pathway-receptor relationship (a contaminant linkage). A 'contaminant' is a source of contamination, a 'pathway' is a medium through which the contamination can mobilise and 'a receptor' is a person or entity that could be detrimentally affected by the contamination. If all three are identified, then a 'plausible contaminant-pathway-receptor relationship' may be present. By definition, this is one which Argyll believes could result in significant harm, a significant possibility of significant harm or significant pollution or the possibility of significant pollution to Controlled Waters.

In our assessment we use the following test to decide if there is a potential liability affecting the Site. For the purpose of this assessment a site where a potential Liability has been identified is defined as follows:

*A Site which, from the information assessed by Argyll, is considered to have the potential of being affected by contaminative substances present in or under the Site (but excluding potential sources of contamination on or above the land) such that, on the basis of its current or proposed use, there is a reasonable likelihood of a UK regulatory authority, acting in accordance with Relevant Legislation, requiring that remedial measures are taken in order to remedy or mitigate the contaminative substances that are present in or under the land that forms all or part of the Site.*

The term Liabilities is defined within the scope of this assessment to mean, remedial works under Part 2A of the Environmental Protection Act 1990 (or where appropriate, equivalent requirements under the planning regime) and/or the Water Resources Act 1991 which may result in direct liability for the site owner/occupier.

The assessment within the Report has been produced and quality checked by a team of qualified environmental professionals. The assessment is based upon a manual review of the data contained within the Data Section of this Report and of 1:2500 and 1:1250 (where available) scale historical mapping.

## Ecological Risk Assessment

The evaluation of ecological risk is becoming an increasingly important input when making risk management decisions. In the Site Solutions Commercial report, Argyll assesses two different drivers for risks and liabilities driven by ecological receptors;

1. The Contaminated Land Regime; and
2. The Environmental Damage Regulations 2009, as amended (EDR).

The Environment Agency has designed a generic framework for conducting ecological risk assessment (see Assessing Risk to Ecosystems from Land Contamination, R&D Technical Report P299, EA 2002). This recommends a tiered approach in line with best practice for human health and controlled water risk assessment and defines Relevant Ecological Receptors as any of the Relevant Types of Receptor as set out in Table 1 of Defra Statutory Guidance on Contaminated Land dated April 2012.

Argyll assesses Relevant Ecological Receptors as part of its assessment process. To do so it uses the Argyll EcoRisk model which was developed and tested in consultation with leading experts and is based on the Environment Agency framework.

The Environmental Damage (Prevention and Remediation) Regulations 2009, as amended, were introduced on 1 March 2009 to implement the provisions of the European Union's Environmental Liability Directive into law in England<sup>3</sup>. The aim of EDR is to prevent and remedy damage to protected species or natural habitats or a site of special scientific interest, surface water, groundwater, coastal water or to land. 'Environmental damage' has a specific meaning in the Regulations, and must meet key criteria. Existing legislation with provisions for environmental

<sup>2</sup> Water Environment (Controlled Activities)(Scotland) Regulations 2005 where appropriate.

<sup>3</sup>Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009 or Environmental Liability (Scotland) Regulations 2009 where appropriate.

liability remains in place. The Regulations apply on land in England and on the seabed around the UK up to the limits set out in the Continental Shelf Act 1964, and to waters out to the Renewable Energy Zone, which extends approximately 200 miles out to sea.

Argyll will apply due consideration to the nature of any activities likely to be occurring on Site and review EDR Receptors surrounding the Site. However, Argyll are unable to consider the standard of current operations or instances where environmental damage arises either intentionally or as a result of negligence on behalf of the Site operator.

The assessment excludes the identification of potential liabilities arising as a result of genetically modified organisms and the transportation or delivery of polluting goods which may occur at locations off Site. In addition, not all EDR Receptors can be identified in this assessment including protected species/natural habitats such as nesting bats, nesting birds or migratory bird routes which are not officially designated.




When conducting either assessment, Argyll will primarily assess information provided in the Data section of the Report. However, in some cases Argyll may choose to supplement this with freely available public information such as that provided by Natural England and/or information provided by the Argyll Europa System.

Environmental Damage (Prevention and Remediation) (Wales) Regulations 2009, Environmental Damage (Prevention and Remediation) (Northern Ireland) Regulations 2009 or Environmental Liability (Scotland) Regulations 2009 where appropriate.

## Liability Assessment

In this section Argyll will report on any potential soil and groundwater liabilities which it considers are associated with the Site. Our assessment of Liability is based upon the proposed and current use of the Site(as supplied by the client)in line with current Government guidance.

There will be one of the following three responses:

Assessment	Liability Statement & explanation	Defra Category*
<b>PASSED</b> 	<p><b>Within the scope of this assessment no Liabilities have been identified. No further action is required.</b></p> <p>This statement indicates that within the scope of this assessment, no issues have been identified that are likely to result in significant cost liabilities under Relevant Legislation.</p>	3 or 4
<b>PASSED</b> 	<p><b>Within the scope of this assessment no Liabilities have been identified. However, your attention is drawn to the prudent enquiries suggested below.</b></p> <p>This statement indicates that within the scope of this assessment, no issues have been identified that are likely to result in significant cost liabilities under Relevant Legislation. However, a client may wish to obtain further information about other issues disclosed in the Report, which could be material.</p>	3 or 4
<b>FURTHER ACTION</b> 	<p><b>Potential Liabilities have been identified under Part 2A of the Environmental Protection Act 1990 (or where appropriate, equivalent requirements under the planning regime) and/or the Water Resources Act 1991<sup>4</sup>. To quantify these you may decide to undertake a more detailed assessment through the recommendation(s) set out below.</b></p> <p>This statement indicates that within the scope of this assessment, an issue or a number of issues have been identified that are likely to result in significant cost liabilities under Relevant Legislation. In this event, recommendations are made, in order that additional information is collected so that the liabilities may be more accurately assessed.</p>	Potentially 1 or 2

\* According to Defra's updated Statutory Guidance on Contaminated Land, Regulators have a four-stage test to decide when land is and is not contaminated. Category 1 and Category 2 sites would encompass land which is capable of being determined as contaminated land, whereas Category 3 and Category 4 sites would encompass land which is not capable of being determined as contaminated land.

<sup>4</sup>Water Environment (Controlled Activities)(Scotland) Regulations 2005 where appropriate.

## Limitations of the Report

The Site Solutions reports have been designed to satisfy standard environmental due-diligence enquiries, as recommended by the Law Society's contaminated land warning card. It is a 'remote' investigation and reviews only information provided by the client and from the databases of publicly available information that have been chosen to enable a desk based environmental assessment of the Site. The Report does not include a site investigation, nor does Argyll make specific information requests of the regulatory authorities for any relevant information they may hold. Therefore, Argyll cannot guarantee that all land uses or factors of concern will have been identified by the Report.

The information in the Data Section of the Report is derived from a number of statutory and non-statutory sources. While every effort is made to ensure accuracy, Argyll cannot guarantee the accuracy or completeness of such information or data. Argyll will not accept responsibility for inaccurate data provided by external data providers.

Further information regarding our risk assessment methodology is provided in the Products and Services User Manual which is available free of charge from the client area of our website [www.argyllenvironmental.com](http://www.argyllenvironmental.com). For further information regarding the datasets reviewed within our assessment, please contact one of our technical team on 0330 036 6115. This report is provided under The Argyll Environmental Terms and Conditions for Data Reports, a copy of which is available on our website.



## Important Consumer Protection Information

This search has been produced by Argyll Environmental Ltd, 1<sup>st</sup> Floor, 98 – 99 Queens Road, Brighton, BN1 3XF. Telephone: 0330 036 6115, e-mail: [orders@argyllenviro.com](mailto:orders@argyllenviro.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

### The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

### The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
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- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

### Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Web site: [www.tpos.co.uk](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE





## Complaints procedure

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

## Complaints should be sent to:

Legal Director  
Argyll Environmental Ltd  
1<sup>st</sup> Floor  
98 – 99 Queens Road  
Brighton  
BN1 3XF

Telephone: 0330 036 6115  
Email: [orders@argyllenviro.com](mailto:orders@argyllenviro.com)

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.



Local Land Charges Department  
Broadland District Council  
Thorpe Lodge  
1 Yarmouth Road  
Thorpe St Andrew  
Norwich  
NR7 0DU

Telephone: 01603 430586  
Email: [landcharges@broadland.gov.uk](mailto:landcharges@broadland.gov.uk)  
Website: [www.broadland.gov.uk](http://www.broadland.gov.uk)

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Delta 200  
Swindon  
Wiltshire  
SN5 7XD

#### FEES EFFECTIVE FROM 1 APRIL 2019:-

Full Search (Residential and Commercial) (CON 29 & LLC1)	£132.00
CON 29 (O) Questions (per question)	£20.40*
Additional Enquiries (per question)	£20.40*
Additional Parcels Of Land	£20.20
LLC1 Only	£24.00 (no VAT)
CON29 Only (Residential and Commercial)	£108.00

\* If these questions are requested on their own without a full search request there will be an additional £24.00 administration charge added to the £20.40.

We are unable to cancel/return Local Land Charges Searches once they have been booked onto our system which is the same day we receive them in the post or online (NLIS).

IF YOUR PROPERTY IS WITHIN THE BROADS AUTHORITY EXECUTIVE AREA YOU ARE STRONGLY ADVISED TO ENQUIRE OF THE BROADS AUTHORITY IF THEY ARE AWARE OF ANY MATTERS AFFECTING THE PROPERTY.

#### CONTACT DETAILS & COPYING CHARGES

##### Planning Control:

Copies of Planning Decisions and Legal Agreements are available to download from our website [www.broadland.gov.uk](http://www.broadland.gov.uk).

Alternatively email [planning@broadland.gov.uk](mailto:planning@broadland.gov.uk) for copies and the following charges will apply.

Copy of Planning Notices: Decision Notices/S.52/S.106/Deed of Variation etc £7.00 per document (VAT not payable)

Historical Data Retrieval: First two hours £59.20 thereafter £29.70 per hour or part thereof.

Tel No: 01603 430509 or Email: [planning@broadland.gov.uk](mailto:planning@broadland.gov.uk)

##### Conservation:

If you require a copy of a Tree Preservation Order please contact the Conservation department at Broadland District Council.

Tel No: 01603 430560 or Email: [conservation@broadland.gov.uk](mailto:conservation@broadland.gov.uk)

##### CNC Building Control:

South Norfolk House, Cygnet Court, Long Stratton, NR15 2XE

For further information please contact; Tel: (01508) 535300 or Email: [enquiries@cncbuildingcontrol.gov.uk](mailto:enquiries@cncbuildingcontrol.gov.uk)

Broads Authority, Yare House, 62-64 Thorpe Road, Norwich, Norfolk, NR1 1RY Tel: (01603) 610734}



**REGISTER OF LOCAL LAND CHARGES  
OFFICIAL CERTIFICATE OF SEARCH**

<b>Enquirer:</b>	TM Search Choice Ltd Delta 200 Swindon Wiltshire SN5 7XD	<b>Official Number:</b>	2019/02104
		<b>Dated</b>	18/11/2019

**Requisition for Search:** An official search is required in the register of local land charges kept by the below-named registering authority for subsisting registrations against the land described below.

**Registering Authority:** Broadland District Council

**Search Address:** Land At Deighton Hills  
Deighton Hills  
Attlebridge

**Official Certificate of Search**

It is hereby certified that the search requested above reveals the 3 registration(s) described in the Schedule(s) hereto up to and including the date of this Certificate.

Mr P Courtier  
Director of Place

**Date:** 18/11/2019



### Part 3 - Planning Charges

Town & Country Planning Act 1990 - Area Of Special Advert Control

Special Control Order defining an area of "special control" for the purposes of the Town & Country Planning (Control Of Advertisements) Regulations 1992

Date Of Registration: 06/04/1992

**Originating Authority**

Broadland District Council

**Place where relevant documents may be inspected**

Broadland District Council (Thorpe Lodge,1 Yarmouth Road,Thorpe St Andrew,NR7 0DU)

**Date of Registration**

06 April, 1992

**20140883**

Development Address:

Proposed NDR

Decision:

Full Approval - 03/06/2015

Development Description:

Proposed Dual Carriageway between A1067 Fakenham Road Nr Attlebridge & A47 Trunk Road, Postwick (NDR)

**Originating Authority**

Broadland District Council

**Place where relevant documents may be inspected**

Broadland District Council (Thorpe Lodge,1 Yarmouth Road,Thorpe St Andrew,NR7 0DU)

**Date of Registration**

03 June, 2015

**832572**

Development Address:

Garfield Farm  
Fakenham Road  
Attlebridge.

Decision:

Approved - 07/09/1984

Development Description:

Change Of Use To Golf Course

**Originating Authority**

Broadland District Council

**Place where relevant documents may be inspected**

Broadland District Council (Thorpe Lodge,1 Yarmouth Road,Thorpe St Andrew,NR7 0DU)

**Date of Registration**

07 September, 1984



## PLANNING HISTORY SCHEDULE.

<b>Application Number</b>	832572
<b>Development Location</b>	Garfield Farm Fakenham Road Attlebridge.
<b>Development Description</b>	Change Of Use To Golf Course
<b>Decision Date</b>	07/09/1984
<b>Decision</b>	Approved

<b>Application Number</b>	20140883
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Proposed Dual Carriageway between A1067 Fakenham Road Nr Attlebridge & A47 Trunk Road, Postwick (NDR)
<b>Decision Date</b>	29/07/2015
<b>Decision</b>	Full Approval

<b>Application Number</b>	20151251
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 10 (Construction Workers Travel Plan)
<b>Decision Date</b>	07/08/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151284
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 33 (Surfacing of the Carriageway) of the Development Consent Order
<b>Decision Date</b>	04/09/2015
<b>Decision</b>	Observations



<b>Application Number</b>	20151300
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 16 (Site Waste Management Plan) of the Development Consent Order
<b>Decision Date</b>	12/08/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151332
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 34 (Surfacing of the Bridleways) of the Development Consent Order
<b>Decision Date</b>	20/08/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151334
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 11 of the Development Consent Order
<b>Decision Date</b>	20/08/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151341
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 15 (Archaeology) of the Development Consent Order
<b>Decision Date</b>	20/08/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151362
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Requirement 13 of the Development Consent Order (Dust and mud during construction : air quality)
<b>Decision Date</b>	23/09/2015
<b>Decision</b>	Observations



<b>Application Number</b>	20151366
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Requirement 20 (Fencing and other means of enclosure) of the Development Consent Order
<b>Decision Date</b>	28/09/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151405
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 25 (A1067 & Weston Hall Road Drainage) of the Development Consent Order
<b>Decision Date</b>	23/09/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151406
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 8 of the Development Consent Order (Noise and Vibration)
<b>Decision Date</b>	07/10/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151412
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 18 of the Development Consent Order (Construction Environmental Management Plan)
<b>Decision Date</b>	21/09/2015
<b>Decision</b>	Observations



<b>Application Number</b>	20151413
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Development Consent Order Formal Request to Discharge Requirement 7 (Contamination)
<b>Decision Date</b>	17/09/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151414
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 5 of the Development Consent Order (Landscape & Ecology)
<b>Decision Date</b>	17/09/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151417
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 24 of the Development Consent Order (Surface Water Drainage)
<b>Decision Date</b>	19/11/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151419
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Development Consent Order, formal discharge of Requirement 14 (Safeguarding of watercourses and drainage)
<b>Decision Date</b>	24/09/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151688
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Schedule 2 Requirement 17 of the Development Consent Order
<b>Decision Date</b>	16/10/2015
<b>Decision</b>	Observations





<b>Application Number</b>	20151829
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Requirement 15: Archaeology (Work Package 20) of the Development Consent Order
<b>Decision Date</b>	23/11/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20151980
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Development Consent Order Schedule 2 Requirement 3: Notice of commencement of authorised development.
<b>Decision Date</b>	29/12/2015
<b>Decision</b>	Observations

<b>Application Number</b>	20160548
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Details required by requirement 35 (amendments to approved details) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347) relating to discharge of requirement 23 (Alternative route for Marriott's Way)
<b>Decision Date</b>	18/05/2016
<b>Decision</b>	Observations

<b>Application Number</b>	20160957
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of Requirement 21 (Operational Noise Attenuation Measures & their on-going maintenance) of the Development Consent Order
<b>Decision Date</b>	20/06/2016
<b>Decision</b>	Observations



<b>Application Number</b>	20161268
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	03/08/2016
<b>Decision</b>	Observations

<b>Application Number</b>	20161362
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge in part of Requirement 28 (Ringland, Costessey, Taverham and Drayton traffic) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	15/08/2016
<b>Decision</b>	Observations

<b>Application Number</b>	20161426
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the construction of the roundabout tie-ins and an Anglian Water diversion.
<b>Decision Date</b>	14/09/2016
<b>Decision</b>	Observations

<b>Application Number</b>	20161913
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of requirement 22 (Public Rights of Way - closure of Attlebridge Restricted Byway 3) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	21/11/2016
<b>Decision</b>	Observations



<b>Application Number</b>	20161952
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the Plumstead Road bridge beam installation.
<b>Decision Date</b>	24/11/2016
<b>Decision</b>	Observations

<b>Application Number</b>	20162114
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the provision of formwork at the Rackheath Rail Bridge
<b>Decision Date</b>	12/12/2016
<b>Decision</b>	Observations

<b>Application Number</b>	20162125
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge in part of Requirement 28 (Ringland, Costessey, Taverham and Drayton traffic) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This relates to the provision of traffic calming measures on Hall Lane, Drayton.
<b>Decision Date</b>	19/12/2016
<b>Decision</b>	Observations

<b>Application Number</b>	20170274
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the provision of the Rackheath Rail Bridge beam installation
<b>Decision Date</b>	23/02/2017
<b>Decision</b>	Observations



<b>Application Number</b>	20170311
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the provision of the Rackheath Rail Bridge GRP panel installation: Gavin Broad
<b>Decision Date</b>	01/03/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20170496
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the provision of the Rackheath Rail Bridge ground improvement works - installation of vibro stone columns
<b>Decision Date</b>	12/04/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20170591
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of requirement 26 (Routeing to Norwich International Airport & Cromer) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	07/04/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20170662
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	20/04/2017
<b>Decision</b>	Observations



<b>Application Number</b>	20170681
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	11/05/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20170924
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the removal of temporary falsework from Rackheath Rail Bridge
<b>Decision Date</b>	21/06/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20170988
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the construction of the B1150 North Walsham Road roundabout tie-in
<b>Decision Date</b>	21/06/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171185
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required to facilitate works within the Rackheath Rail Bridge and Plumstead Road Area
<b>Decision Date</b>	01/08/2017
<b>Decision</b>	Observations



<b>Application Number</b>	20171187
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Details required by requirement 35 (amendments to approved details) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347) relating to the discharge in part of Requirement 28 (Ringland, Costessey, Taverham and Drayton traffic) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	01/08/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171260
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the construction of the Cromer Road roundabout tie-ins
<b>Decision Date</b>	17/08/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171261
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required to facilitate works within the Rackheath Rail Bridge and Plumstead Road Area
<b>Decision Date</b>	11/08/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171440
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Discharge of requirement 27 (Weston Longville & Hockering Traffic) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This relates to Weston Longville traffic management measures
<b>Decision Date</b>	07/09/2017
<b>Decision</b>	Observations



<b>Application Number</b>	20171442
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Discharge of requirement 31 (complementary traffic measures) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347)
<b>Decision Date</b>	10/11/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171445
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Discharge of requirement 30 (traffic monitoring generally) of the NDR Development Consent Order (Statutory Instrument 2015 No 1347)
<b>Decision Date</b>	07/09/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171623
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for Approval to Carry Out Construction Work Outside of the Hours Listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required for the construction of the Wroxham Road / Green Lane West tie-in. Application for Change to Original Dates for Extended Working Hours
<b>Decision Date</b>	03/10/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171638
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required to facilitate the surfacing works on the Broadland Gate link road
<b>Decision Date</b>	03/10/2017
<b>Decision</b>	Observations



<b>Application Number</b>	20171680
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for Approval to Carry Out Construction Work Outside of the Hours Listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is Required to Facilitate the Rackheath Rail and Plumstead Road Bridges Finishing Works.
<b>Decision Date</b>	03/10/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171704
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Application for Approval to Carry Out Construction Work Outside of the Hours Listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is Required to Facilitate the Construction of a Culvert Across Wroxham Road at the New Roundabout Site
<b>Decision Date</b>	03/10/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20171839
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Discharge of Requirement 27 (Weston Longville & Hockering Traffic) of the NDR Development Consent Order (Statutory Instrument 2015 no. 1347). This Relates to Hockering Traffic Management Measures
<b>Decision Date</b>	10/11/2017
<b>Decision</b>	Observations

<b>Application Number</b>	20180013
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Norwich Northern Distributor Road, Development Consent Order Requirement 24, formal request to approve Lagoon 5 Option 1
<b>Decision Date</b>	25/01/2018
<b>Decision</b>	Observations





<b>Application Number</b>	20180018
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Construction of Rackheath Rail and Plumstead Road Bridges - Finishing Works Requirement 9: Application for Change to Working Hours (NDR)
<b>Decision Date</b>	25/01/2018
<b>Decision</b>	Observations

<b>Application Number</b>	20180054
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Norwich Northern Distributor Road (North Walsham Rd - Surfacing tie-Ins): Application for approval to carry out construction work outside of the hours listed in Schedule 2, Requirement 9 (Hours of Working) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This is required to facilitate the resurfacing of the B1150 North Walsham Road / C249 Crostwick Lane
<b>Decision Date</b>	25/01/2018
<b>Decision</b>	Observations

<b>Application Number</b>	20180432
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Norwich Northern Distributor Road Discharge of Requirement 28 (Ringland, Costessey, Taverham & Drayton traffic) of the NDR Development Consent Order (Statutory Instrument 2015 No 1347). This relates to Weight Restrictions on Roads over the River Wensum
<b>Decision Date</b>	09/04/2018
<b>Decision</b>	Observations

<b>Application Number</b>	20180469
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Details Required by Requirement 35 (Amendments to Approved Details) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347) Relating to the Discharge of Requirement 30 (Traffic Monitoring Generally). This application adds further monitoring sites.
<b>Decision Date</b>	09/04/2018
<b>Decision</b>	Observations



<b>Application Number</b>	20190265
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of requirement 27 (Weston Longville and Hockering traffic) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This relates to the post monitoring of traffic through Weston Longville
<b>Decision Date</b>	15/03/2019
<b>Decision</b>	Observations

<b>Application Number</b>	20190270
<b>Development Location</b>	Proposed NDR
<b>Development Description</b>	Discharge of requirement 30 (traffic monitoring generally) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This relates to the post monitoring of traffic
<b>Decision Date</b>	15/03/2019
<b>Decision</b>	Observations

<b>Application Number</b>	20191684
<b>Development Location</b>	Norwich Northern Distributor Road
<b>Development Description</b>	Discharge of requirement 31 (complementary traffic measures) of the NDR Development Consent Order (Statutory Instrument 2015 No. 1347). This relates to a review of the action plan



Law Society CON29 Enquiries of Local Authority (2016)

THE FOLLOWING REPLIES TO THE ENQUIRIES PRINTED ON THE FORM CON29(2016)  
ARE SUBJECT TO THE NOTES AT THE FOOT OF THE FORM

Property Address: Land At Deighton Hills, Deighton Hills, Attlebridge,

**1.01(a) Planning permission**

1.01(a) See attached Schedule of Planning Applications and Decisions

For copies of documents, please see addendum for the contact details of relevant departments

**1.01(b) a listed building consent**

1.01(b) None

**1.01(c) a conservation area consent**

1.01(c) None

**1.01(d) a certificate of lawfulness of existing use or development**

1.01(d) None

**1.01(e) a certificate of lawfulness of proposed use or development**

1.01(e) None

**1.01(f) a certificate of lawfulness of proposed works for listed buildings**

1.01(f) None

**1.01(g) a heritage partnership agreement**

1.01(g) None

**1.01(h) a listed building consent order**

1.01(h) None

**1.01(i) a local listed building consent order**

1.01(i) None

**1.01(j) building regulations approval**

1.01(j) None

**1.01(k) a building regulation completion certificate and**

1.01(k) None

**1.01(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?**

1.01(l) None

**1.02 What designations of land use for the property or the area and what specific proposals for the property are contained in any existing or proposed development plan?**



1.02

The site is within the area of the 'Broadland Local Plan' which includes the: Joint Core Strategy for Broadland, Norwich and South Norfolk' (JCS) (Adopted) (2011) (2014), Development Management DPD (Adopted) (2015), Site Allocations DPD (Adopted) (2016), and Old Catton, Sprowston, Rackheath, Thorpe St Andrew Growth Triangle AAP Adopted (2016). Neighbourhood Plans - Some parishes have adopted (or are in the process of adopting) a Neighbourhood Plan. Once adopted, these form part of the Development Plan for the district. For more information please check the Council's website on [https://www.broadland.gov.uk/info/200164/neighbourhood\\_plans/403/areas\\_with\\_adopted\\_neighbourhood\\_plans](https://www.broadland.gov.uk/info/200164/neighbourhood_plans/403/areas_with_adopted_neighbourhood_plans)

The policies within these documents that apply to the district as a whole should be considered, however the policies most likely to be relevant to this locality are:

Joint Core Strategy (DPD) Relevant Policies:

Area Wide Policies 1-8 within the JCS apply across the plan area. These include the provision for development in the settlement. In addition, Policies 9-17 describe the Settlement Hierarchy for Parishes in the District.

Development Management (DPD) Policies:

GC2 - OUTSIDE THE SETTLEMENT LIMIT

TS6 - SITE WITHIN AIRPORT SAFEGUARDING BOUNDARY

TS1 - PROTECTION OF LAND FOR TRANSPORT IMPROVEMENTS - NDR

Adopted Neighbourhood Plan

NO

Site Allocations (DPD) Relevant Policies:

NONE

Growth Triangle Area Action Plan AAP (Adopted) (2016) Policies:

NONE

Other policies throughout the Growth Triangle Area Action Plan may also affect the property. Further information (if required) can be obtained from the Spatial Planning Team at Broadland District Council.

(Proposed) Greater Norwich Local Plan (GNLP)

The council has started the review of the Local Plan referred to as the Greater Norwich Local Plan which is being prepared jointly with Norwich City Council, South Norfolk District Council and Norfolk County Council and which will cover up to 2036.

<http://www.greaternorwichlocalplan.org.uk/>

Any enquiries on the Local Plan should be addressed to Broadland District Council.

The District Council has produced a Local Development Scheme which sets out the programme for producing the (emerging) Local Plan.

See also replies from Norfolk County Council on the attached sheet. These relate to, Norfolk Minerals & Waste Local Plan, or Transport - Local Transport Plan (LTP). Any enquiries on these plans should be addressed to Norfolk County Council.

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2.01(a)

**highways maintainable at public expense**

2.01(a)

Norfolk County Council is the Highway Authority for the Broadland District Council area.

See replies of Norfolk County Council on attached sheet.

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<b>2.01(b)</b>	<b>subject to adoption and supported by a bond or bond waiver</b>
2.01(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.01(c)</b>	<b>to be made up by a local authority who will reclaim the cost from the frontagers</b>
2.01(c)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.01(d)</b>	<b>to be adopted by a local authority without reclaiming the cost from the frontagers</b>
2.01(d)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.02</b>	<b>Is any public right of way which abuts on or crosses the property shown in a definitive map or revised definitive map?</b>
2.02	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.03</b>	<b>Are there any pending applications to record a public right of way that abuts or crosses the property on a definitive map or revised definitive map?</b>
2.03	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.04</b>	<b>Are there any legal orders to stop up after or create a public right of way which abuts or crosses the property not yet implemented or shown on a definitive map?</b>
2.04	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.05</b>	<b>If so please attach a plan showing the approximate route.</b>
2.05	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.01</b>	<b>Land required for Public Purposes Is the property included in land required for public purposes?</b>
3.01	Broadland District Council - NONE  See also reply to question 1.2 for any proposals in the development plan.  See also reply from Norfolk County Council on attached sheet.
<b>3.02</b>	<b>Land to be acquired for Road Works Is the property included in land to be acquired for road works?</b>
3.02	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.03(a)</b>	<b>Is the property served by a sustainable urban drainage system (SuDS)?</b>
3.03(a)	The Council does not hold accurate information on SUDS features which may or may not be installed at the property, some information may be available on the relevant planning submissions for the site (if applicable). We recommend that the question is referred back to the property/land owner who may hold further information. Planning Decision Notices and associated documentation are available to view on the Broadland District Council website <a href="http://www.broadland.gov.uk/plans">www.broadland.gov.uk/plans</a> by inserting the planning application number.
<b>3.03(b)</b>	<b>Are there SuDS features within the boundary of the property if yes is the owner responsible for maintenance?</b>
3.03(b)	Any specific SuDS features located on individual properties may be identified on final construction drawings produced by the developer and transferred to legal property deeds.
<b>3.03(c)</b>	<b>If the property benefits from a SuDS for which there is a charge who bills the property for the surface water drainage charge?</b>

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3.03(c)	Long term management and any financial arrangements for maintenance of SuDS is the responsibility of the developer/land owner who may choose to make arrangements for financial contributions towards SuDS maintenance from property owners
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<b>3.04(a)</b>	<b>the centre line of a new trunk road or special road specified in any order draft order or scheme</b>
3.04(a)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.04(b)</b>	<b>The centre line of a proposed alteration or improvement to an existing road notified to the Council by the appropriate Secretary of State involving the construction of a subway underpass flyover footbridge elevated road or dual carriageway (whether or not within existing highway limits) ; or</b>
3.04(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.04(c)</b>	<b>the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;</b>
3.04(c)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.04(d)</b>	<b>the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway underpass flyover footbridge elevated road or dual carriageway; or (iii) construction a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;</b>
3.04(d)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.04(e)</b>	<b>the centre line of the proposed route of a new road under proposals published for public consultation; or</b>
3.04(e)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.04(f)</b>	<b>the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway underpass flyover footbridge elevated road or dual carriageway; (ii) construction a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes under proposals published for public consultation?</b>
3.04(f)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.05(a)</b>	<b>Is the property (or will it be) within 200 metres of the centre line of a proposed railway tramway light railway or monorail?</b>
3.05(a)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.05(b)</b>	<b>Are there any proposals for a railway tramway light railway or monorail within the Local Authority's boundary?</b>
3.05(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.06(a)</b>	<b>Permanent stopping up or diversion</b>
3.06(a)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.06(b)</b>	<b>Waiting or loading restrictions</b>
3.06(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.

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<b>3.06(c)</b>	<b>One-way driving</b>
3.06(c)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(d)</b>	<b>Prohibition of driving</b>
3.06(d)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(e)</b>	<b>Pedestrianisation</b>
3.06(e)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(f)</b>	<b>Vehicle width or weight restriction</b>
3.06(f)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(g)</b>	<b>Traffic calming works e.g. road humps</b>
3.06(g)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(h)</b>	<b>Residents parking controls</b>
3.06(h)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(i)</b>	<b>Minor road widening or improvement</b>
3.06(i)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(j)</b>	<b>Pedestrian crossings</b>
3.06(j)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(k)</b>	<b>Cycle tracks</b>
3.06(k)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(l)</b>	<b>Bridge building</b>
3.06(l)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.07(a)</b>	<b>building works</b>
3.07(a)	None
<b>3.07(b)</b>	<b>environment</b>
3.07(b)	None
<b>3.07(c)</b>	<b>health and safety</b>
3.07(c)	None
<b>3.07(d)</b>	<b>housing</b>
3.07(d)	None
<b>3.07(e)</b>	<b>highways</b>

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3.07(e)	Norfolk County Council is the Highway Authority for the Broadland District Council area.
	See replies of Norfolk County Council on attached sheet.
<b>3.07(f)</b>	<b>public health</b>
3.07(f)	None
<b>3.07(g)</b>	<b>flood and coastal erosion risk management</b>
3.07(g)	Norfolk County Council is the Lead Local Flood Authority.
	See replies of Norfolk County Council on attached sheet.
<b>3.08</b>	<b>Contravention of Building Regulations Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?</b>
3.08	None
<b>3.09(a)</b>	<b>an Enforcement Notice</b>
3.09(a)	None
<b>3.09(b)</b>	<b>a stop notice</b>
3.09(b)	None
<b>3.09(c)</b>	<b>a listed building enforcement notice</b>
3.09(c)	None
<b>3.09(d)</b>	<b>a breach of condition notice</b>
3.09(d)	None
<b>3.09(e)</b>	<b>a planning contravention notice</b>
3.09(e)	None
<b>3.09(f)</b>	<b>another notice relating to breach of planning control</b>
3.09(f)	None
<b>3.09(g)</b>	<b>a listed building repairs notice</b>
3.09(g)	None
<b>3.09(h)</b>	<b>in the case of a listed building deliberately allowed to fall into disrepair a compulsory purchase order with a direction for minimum compensation;</b>
3.09(h)	None
<b>3.09(i)</b>	<b>a building preservation notice</b>
3.09(i)	None
<b>3.09(j)</b>	<b>a direction restricting permitted development</b>
3.09(j)	None
<b>3.09(k)</b>	<b>an order revoking or modifying a planning permission or discontinuing an existing planning use</b>
3.09(k)	None
<b>3.09(l)</b>	<b>an order requiring discontinuance of use or alterations or removal of building or works;</b>
3.09(l)	None
<b>3.09(m)</b>	<b>tree preservation order; or</b>
3.09(m)	None
<b>3.09(n)</b>	<b>proceedings to enforce a planning agreement or planning contribution</b>
3.09(n)	None
<b>3.10(a)</b>	<b>Is there a CIL charge schedule?</b>

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3.10(a)	Yes - Broadland District Council has a CIL charging schedule which came into effect on the 1st July 2013. Any development granted planning permission prior to this date is not affected by the Community Infrastructure Levy - further information if required can be found on our website: <a href="https://www.broadland.gov.uk/info/200153/planning_permission/277/community_infrastructure_levy_cil">https://www.broadland.gov.uk/info/200153/planning_permission/277/community_infrastructure_levy_cil</a> .  At present the Broads Authority does not have a CIL charging schedule (This only applies to property/land within the Broads Authority area).
3.10(b)	<b>If yes do any of the following subsist in relation to the property or has a local authority decided to issue serve make or commence any of the following:- i) a liability notice? ii) a notice of chargeable development? iii) a demand notice? iv) a default liability notice? v) an assumption notice? (vi) a commencement notice?</b>
3.10(b)	No
3.10(c)	<b>Has any demand notice been suspended?</b>
3.10(c)	Not Applicable
3.10(d)	<b>Has the local authority received full or part payment of any CIL liability?</b>
3.10(d)	Not Applicable
3.10(e)	<b>Has the local authority received any appeal against any of the above?</b>
3.10(e)	Not Applicable
3.10(f)	<b>Has a decision been taken to apply for a liability order?</b>
3.10(f)	Not Applicable
3.10(g)	<b>Has a liability order been granted?</b>
3.10(g)	Not Applicable
3.10(h)	<b>Have any other enforcement measures been taken?</b>
3.10(h)	Not Applicable
3.11(a)	<b>the making of the area a Conservation Area before 31 August 1974; or</b>
3.11(a)	No
3.11(b)	<b>an unimplemented resolution to designate the area a Conservation Area?</b>
3.11(b)	No
3.12	<b>Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?</b>
3.12	No  See replies from Norfolk County Council on attached sheet.
3.13(a)	<b>a contaminated land notice;</b>
3.13(a)	No
3.13(b)	<b>in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- (i) a decision to make an entry; or (ii) an entry; or</b>
3.13(b)	No
3.13(c)	<b>consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?</b>
3.13(c)	No
3.14	<b>Radon Gas Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?</b>

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3.14 Broadland is not in an area identified as experiencing significant emissions of radon gas.

You can view the 'Radon Affected Areas' on the Public Health England website:  
<http://www.ukradon.org/information/ukmaps>

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**3.15(a) Has the property been nominated as an asset of community value? If so:- (i) Is it listed as an asset of community value? (ii) Was it excluded and placed on the 'nominated but not listed' list? (iii) Has the listing expired? (iv) Is the Local Authority reviewing or proposing to review the listing? (v) Are there any subsisting appeals against the listing?**

3.15(a) No

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**3.15(b) If the property is listed: (i) Has the local authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? (ii) Has the Local Authority received a notice of disposal? (iii) Has any community interest group requested to be treated as a bidder?**

3.15(b) Not Applicable

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**Law Society CON290 Enquiries of Local Authority (2016)**

**THE FOLLOWING REPLIES TO THE ENQUIRIES PRINTED ON THE FORM CON29(2016)  
ARE SUBJECT TO THE NOTES AT THE FOOT OF THE FORM**

**Property Address:** Land At Deighton Hills, Deighton Hills, Attlebridge,

<b>3.99</b>	<b>Extra Information</b>
3.99	None

**Standard Information/Disclaimer**

**Addendum**



2016 CON29 PART 1 Informatives

Question 1.1(a)-(i)

This reply does not cover other properties in the vicinity of the search property.

The local authority's computerised records of planning applications do not extend back before 1st April 1974 and this reply covers only the period since that date.

If the property is or has been part of a farm, we recommend that you check that there are no 'Agricultural Occupancy' restrictions by way of conditions on the original planning. If the planning is pre April 1974 it would not be shown on this search result.

Question 1.1(j) - 1.1(k)

This reply does not cover other properties in the vicinity of the property.

The results of the Building Regulations records only extend back to 1990 and this reply covers only the period since that that year.

Copies of documents issued by, or held by CNC Building Control, on behalf of Broadland District Council are available on request.

Address: South Norfolk House, Cygnet Court, Long Stratton, NR15 2XE

Tel No: 0808 168 5041

Email: enquiries@cncbuildingcontrol.gov.uk

Question 1.1(l)

This reply does not cover other properties in the vicinity of the property.

The local authority may not always be aware of such works and enquiries should also be made of the seller.

Information relating to the Competent Persons Scheme is only available from 1st January 2005. The information shown is an exact copy of what is supplied to CNC Building Control by the Competent Person Scheme. If you require further information or clarification please contact the appropriate scheme member.

Question 1.2

No informative required.

Question 2.1

No informative required to this question because all of the highways related questions are answered by Norfolk County Council.

Question 2.2

No informative required to this question because all of the highways related questions are answered by Norfolk County Council.

Question 3

With reference to questions 3.7 to 3.15 matters already entered on the Local Land Charges Register will not be revealed to in answer to this enquiry.

Question 3.9

No informative required

Question 3.13

A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.

Question 3.14

No informative required.

Question 3.15



No informative required.

CON29 PART 2 Informatives

Question 8

You are advised to seek further information from <http://www.linesearchbeforeudig.co.uk>  
LinesearchbeforeUdig (LSBUD) is a free to use internet based enquiry service available 24/7. It provides a single point of contact for all enquiries relating to the apparatus owned and/or operated by the Asset Owners protected by LSBUD, including underground and overhead transmission/distribution electricity networks, transmission/distribution gas networks, oil pipelines, and fibre optic networks.

These replies have been given in accordance with the notes appended to CON29 form.

References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.

The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.

This Form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.

References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed.

The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.

Where relevant, the source department for copy documents should be provided.



**Search No**  
05-2104-2019

**Box B**  
Land at Deighton Hills,  
Attlebridge

**Box C**

These responses should be read in conjunction with the footnotes

**1.2 What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?**

The property or area searched is within, or partially within, the consultation area of an existing waste management site, as designated in the adopted Norfolk Minerals and Waste Core Strategy (Policy CS16 safeguarding) and delineated in the accompanying Policies Map. The consultation area extends 250 metres from the boundaries of a waste management site. Norfolk Minerals and Waste Core Strategy Policy CS16 contains further information on requirements for consultation on proposed development within this area. (Further details may be obtained from Minerals and Waste Policy, Planning Services, Community and Environmental Services Department, Norfolk County Council DX 135926 Norwich 13, or email [ldf@norfolk.gov.uk](mailto:ldf@norfolk.gov.uk))

Site Name Attlebridge

**2.1 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:**

See below

**(a) highways maintainable at public expense**

N/A. No roads are referred to in Boxes B or C.

**(b) subject to adoption and, supported by a bond or bond waiver**

None

**(c) to be made up by a local authority who will reclaim the cost from the frontagers**

Signed:

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property



None

**(d) to be adopted by a local authority without reclaiming the cost from the frontagers**

None

**2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?**

Yes, see Q2.5 regarding Attlebridge RB3

**2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?**

No

**2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?**

Yes, there is a Proposed Extinguishment. Please see the brown dotted line on the attached plan.

For more details, contact the legal orders and registers team via [legalordersandregisters@norfolk.gov.uk](mailto:legalordersandregisters@norfolk.gov.uk). quoting reference NDR

Yes, there is a Proposed Alternative. Please see the brown dotted line on the attached plan.

For more details, contact the legal orders and registers team via [legalordersandregisters@norfolk.gov.uk](mailto:legalordersandregisters@norfolk.gov.uk). quoting reference NDR

**2.5 If so, please attach a plan showing the approximate route.**

The path coloured purple on the attached plan (Attlebridge RB3) is shown as interpreted from the Definitive Map as a Restricted Byway.

Signed:

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property



NOTE: Any lines representing Public Rights of Way on the attached plan are approximate and are an interpretation of those on the Definitive Map. The Definitive Map is open for inspection at any reasonable time, as is the Definitive Statement which further describes the route in question. The Definitive Map does not show every public footpath, bridleway, restricted byway or byway open to all traffic.

**3.1 Is the property included in land required for public purposes?**

No

**3.2 Is the property included in land to be acquired for road works?**

Land within the property boundary is land being acquired for a road scheme.

Scheme Description:

NDR

Further information may be obtained from the Highway Design Team.

**3.4 Is the property (or will it be) within 200 metres of any of the following?**

See below

**(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme**

No

**(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway**

No

Signed:

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property





**(c)(i-ii) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:- (i) construction of a roundabout (other than a mini roundabout), or (ii) widening by construction of one or more additional traffic lanes**

No

**(d)(i-iii) the outer limits of:- (i) construction of a new road to be built by a local authority, (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes**

There is a scheme within 200m of the property.

Description: Shortlisted route of Norwich Western Link. Improvement to A1067 forms part of route C

For more information, please contact Rob Holl on 01603 224238 or [norwichwesternlink@norfolk.gov.uk](mailto:norwichwesternlink@norfolk.gov.uk)

**(e) the centre line of the proposed route of a new road under proposals published for public consultation**

No

**(f)(i-iii) the outer limits of:- (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout), (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation**

No

**3.5 Nearby railway schemes**

See below

Signed:

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property



**(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?**

None

**(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?**

There is a proposed new railway within Norfolk County Council's local authority area

Scheme description:

Mid Norfolk Railway Extension Scheme from Dereham to County School

For more details please contact:

Mid Norfolk Railway

01362 851723

**3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?**

See below

**(a) permanent stopping up or diversion**

No

**(b) waiting or loading restrictions**

None

**(c) one way driving**

None

**(d) prohibition of driving**

Signed:

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property



None

**(e) pedestrianisation**

None

**(f) vehicle width or weight restriction**

None

**(g) traffic calming works including road humps**

None

**(h) residents parking controls**

None by Norfolk County Council

**(i) minor road widening or improvement**

None

**(j) pedestrian crossings**

None

**(k) cycle tracks**

None

**(l) bridge building**

Signed:

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property



None

(m)

**- Informatives for question 3.6**

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.

This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection. Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

**3.7 Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?**

See below

**(e) highways**

None

**(g) flood and coastal erosion risk management**

A statutory notice has not been served in relation to this property with regards to either section 21, 24 or 25 - Land Drainage Act 1991. No designation, consent or

Signed:

Please Note: If a road, footpath or footway is not highway, there may be no right to use it. The Council cannot express an opinion, without seeing the title plan of the property and carrying out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property



enforcement notice to designate or regulate activities on designated structures or features that affect flood risk have been served on this property by Norfolk County Council under Sched. 1 of the Flood and Water Management Act 2010 (FWM Act 2010). Please note: 1) The above information is limited to the data we hold as a Lead Local Flood Authority in pursuance of our duties under the FWM Act 2010 and the Land Drainage Act 1991. 2) This search relates to notices issued by NCC since commencement of this function in April 2012. There may be notices issued by other Risk Management Authorities in relation to this property. These include: 1) Internal Drainage Boards (ordinary watercourses across 20% of Norfolk) 2) District Councils (coastal erosion) 3) Environment Agency (main rivers, coastal flooding and large raised reservoirs)

**3.9 Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?**

See below

**(g) a listed building repairs notice**

No

**(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation**

No

**(i) a building preservation notice**

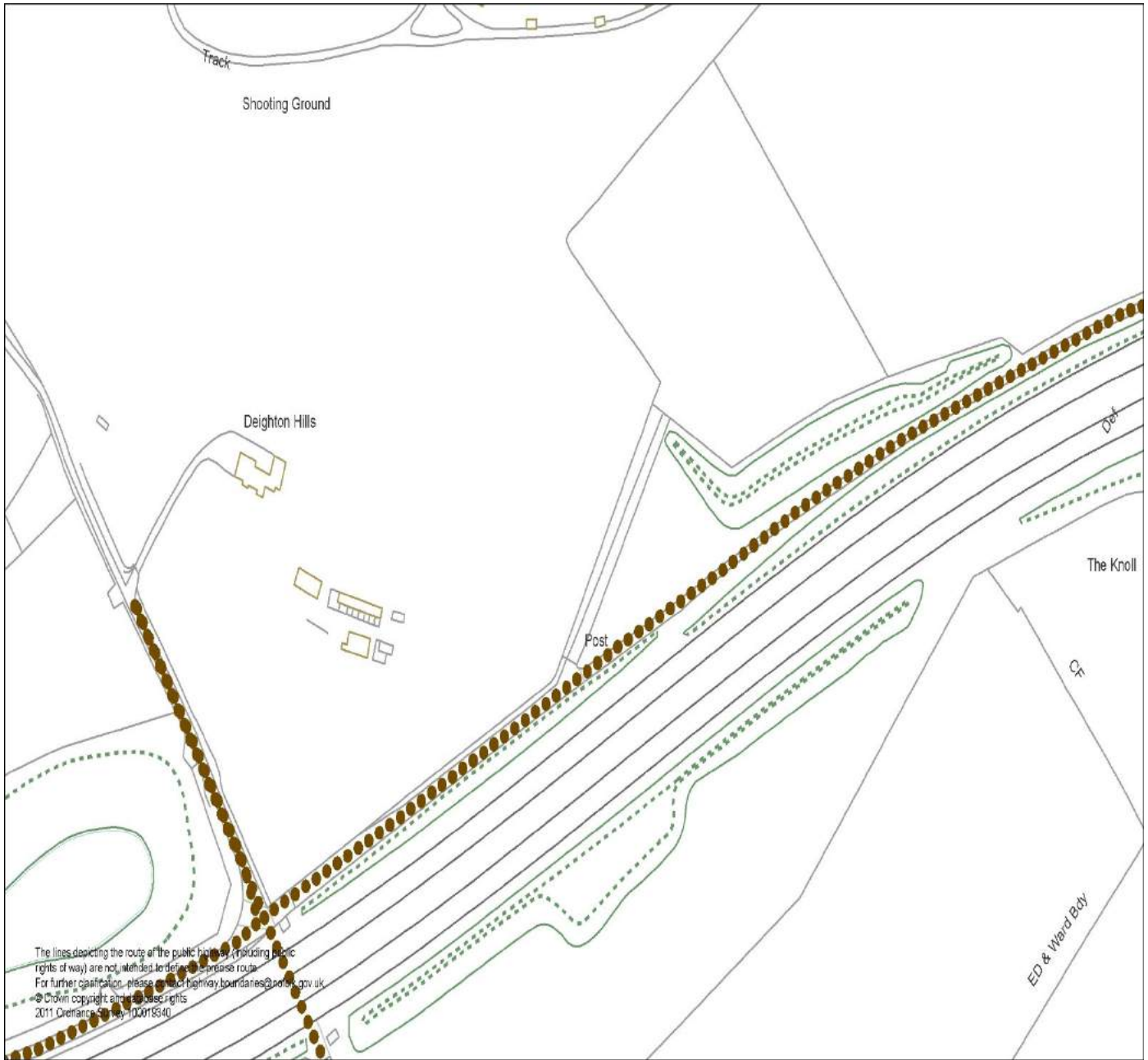
No



**3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property?**

No


Signed:

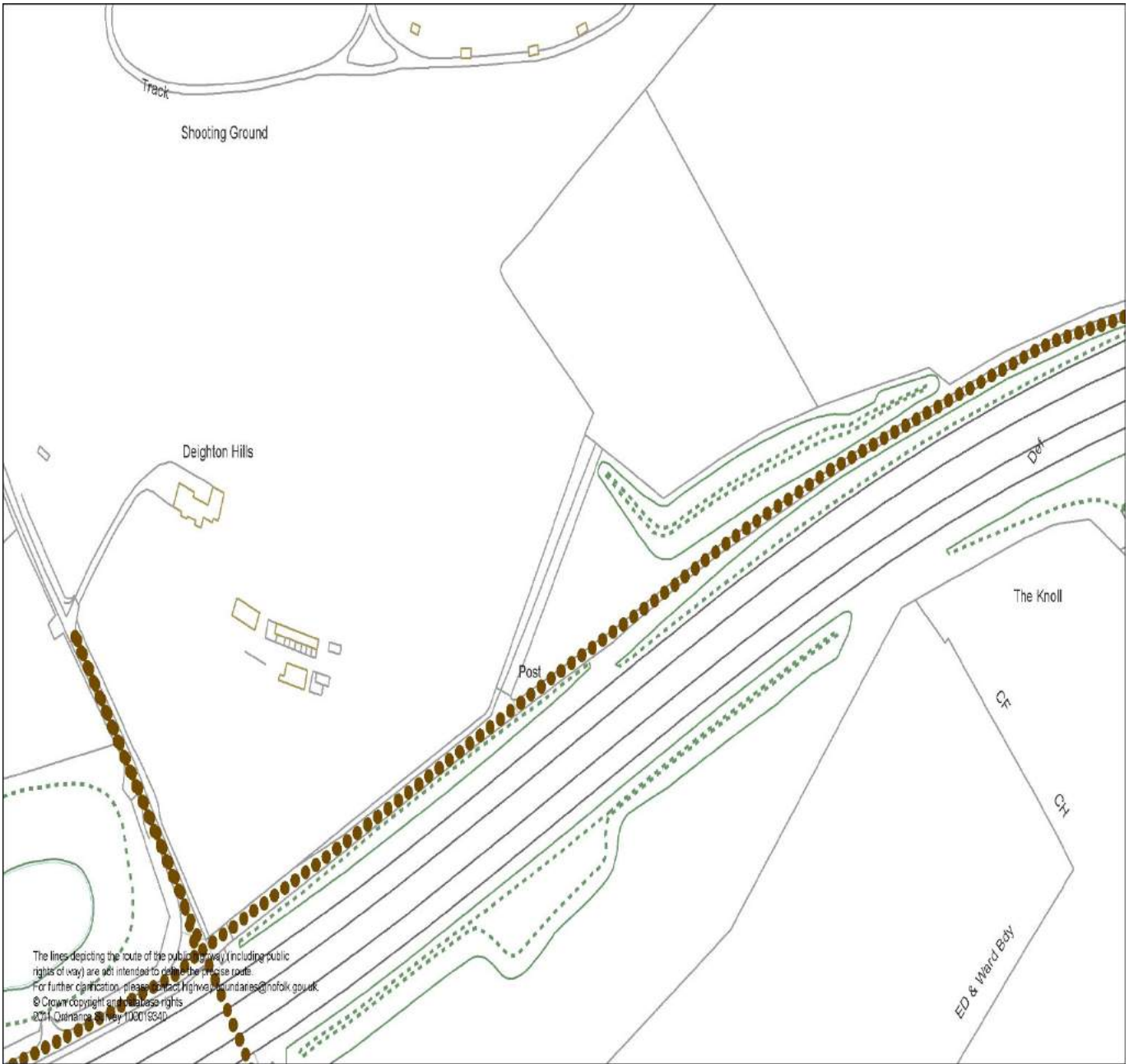
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Deighton Hills House, Deighton Hills, Attlebridge, Norwich, NR8 6HS 05-2104-2019	Date Created: 13/11/2019 Centered at 615084.15:315638.78	 <b>Norfolk County Council</b> Land Charges	 1:2,000
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For reference purposes only. No copies may be made.

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Deighton Hills House, Deighton Hills, Attlebridge, Norwich, NR8 6HS 05-2104-2019	Date Created: 13/11/2019 Centered at 615111.71:315648.07	 <b>Norfolk County Council</b> Land Charges	 1:2,000
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