

DATED 25th April 2012

NORFOLK COUNTY COUNCIL

- and -

LONGWATER (GRAVEL) COMPANY LIMITED

- and -

GEOFFREY JAMES TAYLOR

A G R E E M E N T

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Horstead Quarry, Buxton Road, Horstead
Application number C/5/2011/5010

Head of Law
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

35337

Registered 9/5/12
to

THIS AGREEMENT is made by Deed the 25th day of APRIL 2012
BETWEEN NORFOLK COUNTY COUNCIL of County Hall Martineau Lane
Norwich (the "County Council") (1) and LONGWATER (GRAVEL) COMPANY
LIMITED of Winnington House 2 Woodberry Grove North Finchley London N12
0DR (the "Developer") (2) and GEOFFREY JAMES TAYLOR of Grange Farm
Horstead Norwich Norfolk NR12 7VX (the "Owner") (3)

AND RECITES:-

- (1) The Owner is the freehold owner of the land shown edged red (the "Land") on the attached plan marked "Plan 1"
- (2) The County Council is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated
- (3) The Developer is the leasehold owner of the Land and has made application to the County Council (reference C/5/2011/5010) (the "Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Land by the continued use of the Land for the extraction of sand and gravel and restoration to agriculture at a lower level with amended working, phasing, landscaping and restoration arrangements (the "Development")



- (4) Subject to completion of this Agreement the County Council have resolved to grant planning permission for the Development pursuant to the Application (the "Planning Permission")
- (5) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and are enforceable by the County Council

N O W THIS DEED WITNESSETH as follows:-

- 1.1 This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers
- 1.2 the expression "Local Deliveries" in this Agreement shall mean any journey by a vehicle from the Land which does not involve traveling at any time to a distance greater than a 2.5 mile radius from the Land prior to the vehicle then returning to the Land
- 1.3 the expression "Vehicles" in this Agreement means any motorized vehicle other than private cars
- 2. The Developer hereby covenants with the County Council that with effect from the date of the Planning Permission the Land shall not be used for the purposes authorised by the Planning Permission unless:-

- 2.1 All Vehicles operated by the Developer or its employees or otherwise under the direct control of the Developer approach and leave the Land via the route shown in yellow on the attached plan marked "Plan 2" ("the Plan") and then follow one of the routes shown in green, blue or orange on the Plan (the "Permitted Route") except when making Local Deliveries
- 2.2 in relation to Vehicles not under the direct control of the Developer all reasonable endeavours shall be used to ensure that such Vehicles approach and leave the Land via the Permitted Route
- 2.3 there are affixed and displayed and maintained on the Land such signs approved by the County Council in writing as to locations numbers size and legend and as shall be required from time to time by the County Council (including any modifications, additions or subtractions to those first or subsequently approved by the County Council)
3. It is hereby agreed and declared for the purposes of clause 2.2 that the requirement to use reasonable endeavours:
- 3.1 requires the Developer to incorporate in all contracts with persons likely to visit the Land a term having the same effect as clause 2.1
- 3.2 requires the Developer to communicate in writing with persons whose Vehicles from time to time regularly visit the Land informing them of the Permitted Route and requesting that their vehicles follow it at all times when

visiting the Land at a method and frequency as shall be reasonably likely to secure co-operation with the use of the Permitted Route such method and frequency to be determined by the Developer and disclosed to the County Council as requested or at the County Councils discretion shall be as reasonably determined by the County Council

3.3 requires the Developer on receiving information that any driver of a Vehicle shall have taken any route to or from the Land other than the Permitted Route to take all necessary and lawful action possible against the Driver to ensure future compliance

3.4 will be breached if an employee of the Developer uses a route other than the Permitted Route

4 The Owner acknowledges that his interest in the Land is bound by the terms of this Agreement and he will not so far as is within his reasonable control cause permit or suffer any breach of the obligations contained in this Agreement and in the event that he carries on the Development he too will be bound by the obligations

5.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same

- 5.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- 5.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
- 5.4 Nothing in this clause 5 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings
- 6.1 Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land
- 6.2 The County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the land but without prejudice to any liability arising prior thereto

7. No waiver (whether express or implied) by the County Council of any breach of default by the Developers the Owners or their respective successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Developers the Owners or their respective successors in title
8. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
9. The Owners hereby covenant that they are the freehold owners of the Land and have full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any interest in the Land other than those notified in writing to the County Council's Head of Law prior to the date hereof
10. The Developers hereby covenant that they are the leasehold owners of the Land and have full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any interest in the Land other than those notified in writing to the County Council's Head of Law prior to the date hereof

11. The expressions "the County Council" "the Developer" and "the Owner" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
12. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement
13. The Developer shall pay the county Councils reasonable legal costs on this Agreement
14. This Agreement shall be registered as a local land charge

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed
the day and year first before written

THE COMMON SEAL of THE NORFOLK
COUNTY COUNCIL was hereunto
affixed in the presence of:-



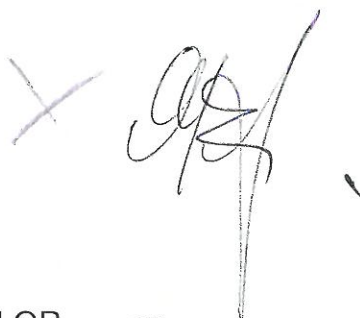

HEAD OF LAW

SIGNED AS A DEED by
LONGWATER (GRAVEL) COMPANY LIMITED
Acting by a Director and its Secretary / two Directors:

Director



Director / Secretary



SIGNED AS A DEED by
GEOFFREY JAMES TAYLOR
In the presence of:





W. LITTLEBOY

22 BUXTON RD

AYLSHAM

1402 11 65D