

DATED 20th July 2006

NORFOLK COUNTY COUNCIL

- and -

BARRY HOWES

A G R E E M E N T

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Furze Lane Booton

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

THIS AGREEMENT is made by Deed the 20th day of July 2006
BETWEEN NORFOLK COUNTY COUNCIL of County Hall Martineau Lane
Norwich Norfolk NR1 2DH (the "County Council") (1) and BARRY HOWES of Furze
Lane Farm Booton Norfolk NR1 2AP (the "Owners") (2)

AND RECITES:-

- (1) The Owners are the freehold owners of the land shown edged red on the attached plan (the "Land")
- (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 Owners have made application to the Broadland District Council (reference P.9/5/05/0975) (the "Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to use the property adjoining the Land and specified in the application for light industrial purposes (the "Development")
- (4) The County Council have objected to the Application on the grounds of highway safety

- (5) Subject to completion of this Agreement the County Council have agreed to withdraw their objection and Broadland District Council have resolved to grant planning permission for the Development pursuant to the Application (the "Planning Permission")
- (6) 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. 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
- 2. The Owner hereby covenants with the County Council that with effect from the date of the Planning Permission as follows:-
 - 2.1 That no more than fourteen vehicles shall enter onto and exit from the Land in any week (from Sunday to Saturday)
 - 3.1 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

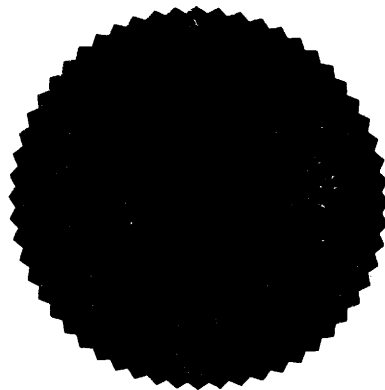
- 3.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- 3.3 If the matter has not been resolved by an 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 Institution 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
- 3.4 Nothing in this clause shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings
4. 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
5. No waiver (whether express or implied) by the County Council of any breach of default by the Owners or their 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 Owners or their successors in title

6. The Owner hereby covenants that he is the freehold owner of the Land and has 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
7. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
8. The expressions "the County Council" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
9. 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
10. The Owner shall pay the County Councils reasonable legal costs on completion of this agreement
11. 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:-



Keir Nune

HEAD OF LAW

SIGNED AS A DEED
By the said
BARRY HOWES
In the presence of:-

Barry Howes

Paul Upton

PAUL UPTON
LOWER BARN
BRAUGH GREEN LANE
CULTISHALL
BANK MANAGER,