

DATED 27th February 1998

NORFOLK COUNTY COUNCIL

- and -

HALES WASTE CONTROL LIMITED

- and -

ATLAS AGGREGATES LIMITED

A G R E E M E N T

Director of Law and Administration
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2SH

THIS AGREEMENT is made the *Twenty seventh* day of *February*
One thousand nine hundred and ninety-eight

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part and HALES WASTE CONTROL LIMITED whose registered office is situate at RMC House Coldharbour Lane Thorpe Surrey ("the Developer") of the second part and ATLAS AGGREGATES LIMITED whose registered office is situate at RMC House aforesaid (hereinafter called "the Owner") of the third part

WHEREAS:

- (1) 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 at Attlebridge shown edged red and edged blue on the attached plan A (respectively "the Red Land" and "Blue Land" and together referred to as "the Land") is situated
- (2) The Owner is the Owner in fee simple in possession of all those parts of the Land hatched black on the attached plan and the Developer is the owner in fee simple in possession of the remainder of the Land
- (3) The Developer made application (reference 5/95/5010) dated 21 December 1995 ("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 Red Land by "the re-excavation of sand from previously worked land, landfilling with controlled wastes within that land and within existing landfill site" ("the Development")
- (4) The County Council refused the Application in a decision notice dated 27 February 1997
- (5) The Developer has lodged an appeal ("the Appeal") against the refusal and a public local inquiry is due to be heard commencing on 24 February 1998 to consider the Appeal

- (6) This Agreement is entered into in the event that following the Appeal planning permission is granted for the Development
- (7) The contents of this Agreement are enforceable by the County Council

N O W IT IS HEREBY AGREED 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.(1) The Owner and the Developer hereby jointly and severally covenant with the County Council that in the event of planning permission ("the Permission") being granted for the Development they will:-
 - (a) within 12 months from the date of the Permission submit for the approval of the County Council a management scheme ("the Scheme") as provided for in Clause 3
 - (b) implement such scheme as is approved by the County Council to the satisfaction of the County Council within 12 months from the completion of each phase of the Development or as otherwise agreed in writing with the County Council
 - (c) manage the Land to the satisfaction of the County Council in accordance with the Scheme for a minimum period of 25 years following the completion of the restoration of each phase of the Development
- 2.(2) In Clause 2(1) the references to "each phase" mean each of the five phases indicated on the attached plan B





B

Swannington Bottom Plantation

Sandy Lane (Tree)

Gilham's Heath Plantation

Nursery Plantation

Seward's Plantation

Sig Plantation

Millplain Plantation

DIRECTOR

SECRETARY

ATTLEBRIDGE CP

Triumph Plantation

Foxborough Plantation

Parake Plantation

Shooting Ground

Attlebridge Hills

Juniper Valley

Deignan Hill

DIRECTOR

SECRETARY

The Knoll

Widdington Plantation

3. The Scheme referred to in Clause 2 above

(a) shall provide for the managing and monitoring of the Land so as to ensure its restoration to heathland and grass heath in accordance with restoration plan ^{RMC 7} ~~P3/975/7~~ dated November 1995 and

(b) may be amended from time to time by agreement in writing between the parties to the Agreement

4. The Owner and the Developer hereby further jointly and severally covenant with the County Council that:-

(a) with effect from the date of the Permission they will grant access to the Land to officers of the County Council and any other conservation body as may from time to time be nominated by the County Council ("the Nominated Body") and agreed with the Developer such agreement not to be reasonably withheld for the purpose of monitoring the implementation of the Scheme and unless agreed otherwise with the Developer at least 48 hours notice of entry shall be given to the Developer

(b) Within one year from the date of the Permission and every year thereafter they will convene a meeting between the Owner the Developer the County Council and the Nominated Body to discuss the detailed management of the Land

5. No person shall be liable for breach of a covenant contained in this Agreement for so long as he ceases to have any interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to ceasing to have such interest

6. (1) In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to

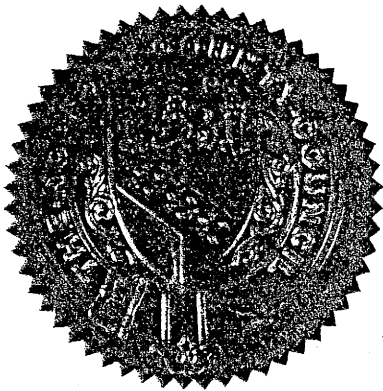
some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

- (2) In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub-clause (1) hereof or as to the appropriate professional body within fourteen days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (1) hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

7. This Instrument is executed as a Deed and is delivered on the date first before written
8. The expressions "the County Council" "the Owner" and "the Developer" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

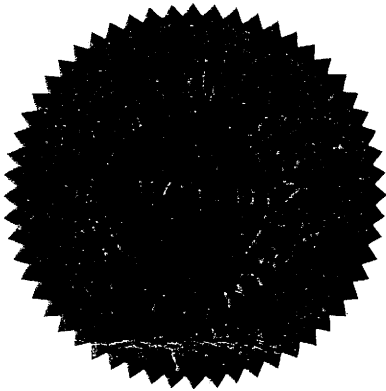
IN WITNESS whereof the above parties have executed this Deed the day and year first before written

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



Director of Law and Administration

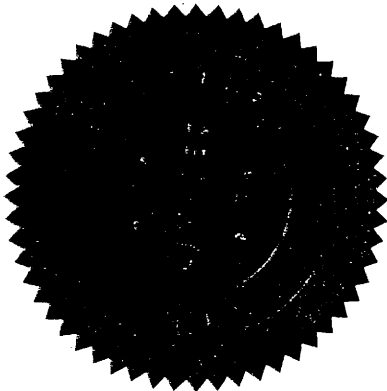
THE COMMON SEAL of
HALES WASTE CONTROL LIMITED
was hereunto affixed
in the presence of:-



DIRECTOR

SECRETARY

THE COMMON SEAL of
ATLAS AGGREGATES LIMITED
was hereunto affixed
in the presence of:-



DIRECTOR

SECRETARY