

DATED 30th July 2003

NORFOLK COUNTY COUNCIL

- and -

P D COOK and A P M COOK

-and-

LAFARGE AGGREGATES LIMITED

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Grange Farm Spixworth

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

THIS AGREEMENT is made by Deed the
2003

~~Do not~~
20th day of July

BETWEEN NORFOLK COUNTY COUNCIL (the "County Council") of County Hall Martineau Lane Norwich (1) and PATRICK DOUGLAS COOK and ALFRED PETER MALCOLM COOK ("the Owners") both of Grange Farm Spixworth Norfolk (2) and LAFARGE AGGREGATES LIMITED (Company No 297903) of Bradgate House Groby Leicestershire LE6 0FA (the "Applicant")(3)

AND RECITES:-

- (1) The Owners are the freehold owners of the land shown edged red (the "Land") on the attached plan marked "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 Applicant or a subsidiary company has made application to the County Council (reference C/5/99/5008) (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 construction of a sand and gravel processing plant together with sand and gravel extraction and restoration by infilling to agricultural use (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)
- (6) The obligations created by this Deed are enforceable by the County Council
- (7) The Developer means the Applicant and anyone else carrying out the Development or any part of it

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 In this Agreement
"HCV" means a heavy commercial goods vehicle within the meaning of section 138 of the Road Traffic Regulation Act 1984
- 2. The Developer and the Owners hereby covenant with the County Council that with effect from commencement of the Development within the meaning of section 56 of the Act that the Land shall not be used for the purposes authorised by the Planning Permission unless:-

Plan 1

BROADLAND DISTRICT

FAITH AND
FAITH CP

EXISTING
PLANT
SITE

FRET TENHAM

PROPOSED
PLANT
SITE

HOG BOG LANE

HAUL ROAD

BOXTON ROAD

CHURCH LANE

To Horsham
St Faith

MINERAL
PERMISSION

SPIXWORTH CP

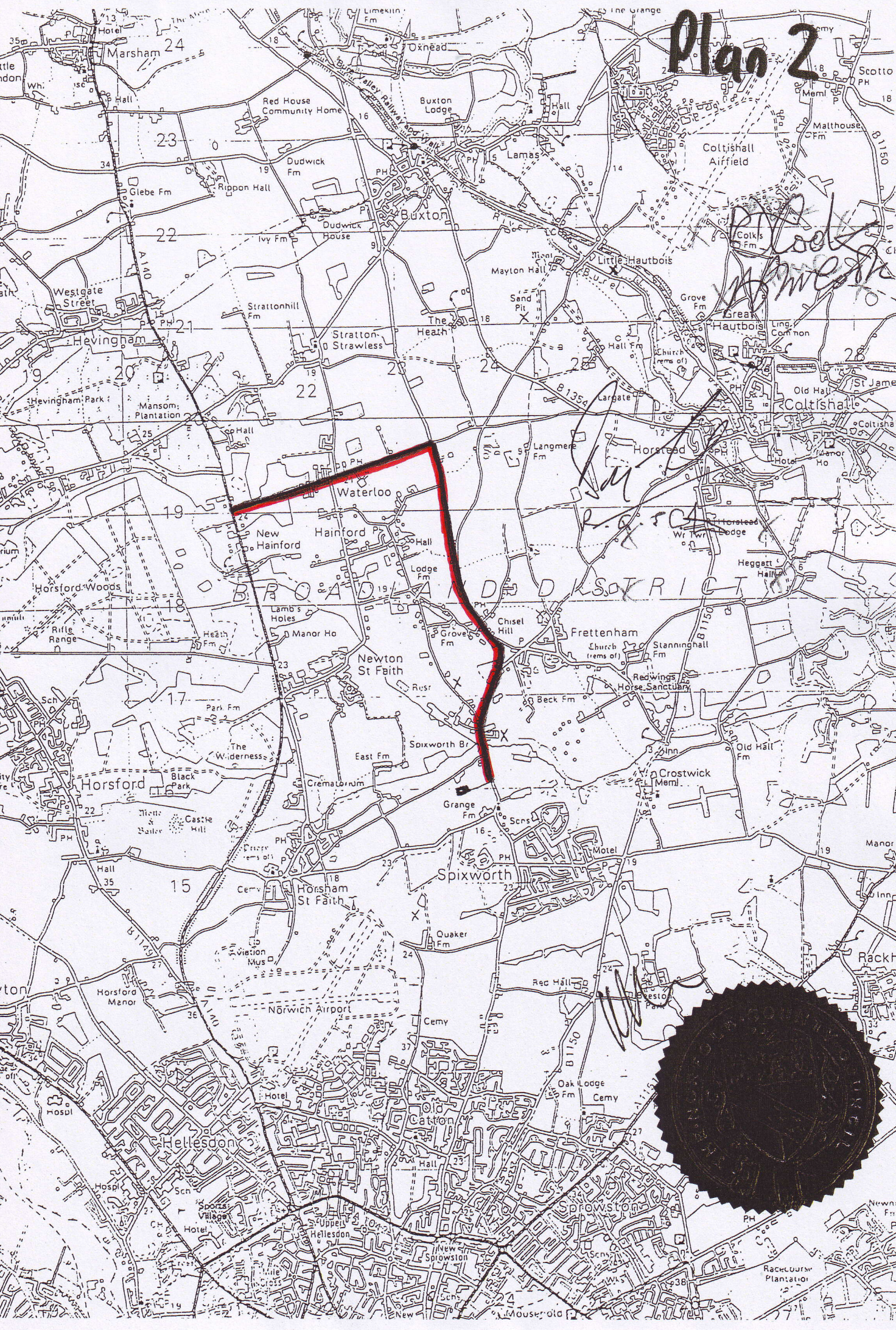
PDCook
APM Cook

KEY	
Planning Application Area	
Land Under Company Control	

LAFARGE
REDLAND
AGGREGATES

LOCATION : GRANGE FARM SPIXWORTH		
TITLE : LOCATION PLAN		
PLAN NO. : F7/PL4/1	DATE : 12/99	SCALE : 1:10000
GAKES SURVEY SERVICES LAND & BUILDING SURVEYORS 2 Mount Pleasant, Goring Dorset, Dorset BA9 2JH Tel/Fax: 01773 625115		

Plan 2



- 2.1 All HCVs 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 red on the attached plan marked "2" (the "Permitted Route")
- 2.2 in relation to HCVs 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 pursuant to which HCVs are 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 HCVs from time to time regularly visit the Land informing them of the Permitted Route and requesting that their HCVs 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 Council's discretion shall be as reasonably determined by the County Council

- 3.3 requires the Developer on receiving information that any driver of a HCV 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 drives a HCV along a route other than the Permitted Route
- 4.1 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
- 4.2 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
- 4.3 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 shall be referred 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. 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. No waiver (whether express or implied) by the County Council of any breach or 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
7. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
8. 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

9. 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
10. 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
11. The Applicant shall pay the County Council's reasonable legal costs on this Agreement
12. This Agreement shall be registered as a local land charge
13. The Applicant hereby covenants with the Owners that it will indemnify the Owners and each of them and their respective estates from and against all liability, costs, charges and expenses arising directly or indirectly from any provisions of this Agreement

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

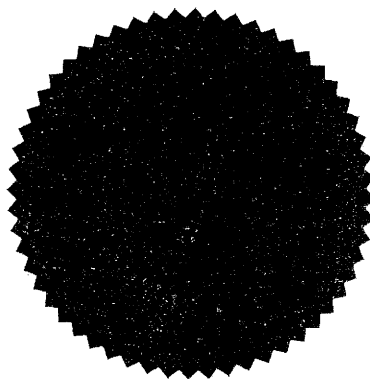
THE COMMON SEAL of THE NORFOLK
COUNTY COUNCIL was hereunto
affixed in the presence of:-



Kearl M...

HEAD OF LAW

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



Director

S.M. H...

Secretary

R.A. EBA

SIGNED as a Deed by
PATRICK DOUGLAS COOK
in the presence of:-

X *P.D. Cook* X

CMW at
MRS
85. PARK RD - SPIXWORTH
NR 10. 3NP.

SIGNED as a Deed by
ALFRED PETER MALCOLM COOK
in the presence of:-

X *APM Cook* X

CMW at
MRS
85. PARK RD
SPIXWORTH. NR 10. 3NP