

DATED 30th January 1995

NORFOLK COUNTY COUNCIL

- and -

ROMBUS MATERIALS LIMITED

- and -

N E AND D J STANGROOM

A G R E E M E N T

under Section 106 of the Town and
Country Planning Act 1990 relating
to land at Attlebridge

Nicholas Hancox
Director of Legal Services
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2SH

THIS AGREEMENT is made the 30th day of January One thousand nine hundred and ninety-~~five~~^{six}

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part ROMBUS MATERIALS LIMITED ("the Developer") whose registered office is situate at RMC House Coldharbour Lane Thorpe Egham Surrey TW20 8TD of the second part and NEVILLE ERNEST STANGROOM and DAVID JOHN STANGROOM both of Hamrow Farm Whissonsett Dereham Norfolk NR20 5SX ("the Owners") of the third part

WHEREAS:-

- (1) The Owners are the owners in fee simple in possession 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 Developer has the benefit of an Option to take a mineral lease of the Land in the event of planning permission being granted for the Development (as described in Recital (4))

- (4) The Developer has made application (reference 5/91/0068) dated 14 January 1991 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 extraction of sand and gravel as an extension to an existing quarry with restoration to woodland and heathland ("the Development")
- (5) The County Council has resolved to grant planning permission for the Development subject to the execution of this Agreement
- (6) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended)
- (7) The obligations created by this Deed are enforceable by the County Council

N O W THIS DEED WITNESSETH as follows:-

- 1. This Agreement is hereby made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers
- 2. The Owners hereby consent to the Developer entering into the obligations contained herein and acknowledge that the Land shall be bound by the restrictions and obligations contained in Clause 3 hereof

3. The Developer hereby covenants with the County Council that in the event of planning permission ("the Permission") being granted for the Development:-

- (i) it will within 6 months from the date of the Permission submit to the County Council for approval a detailed scheme of management for the Land which scheme shall generally follow the objectives set out in Schedules 1 and 2 hereto and shall be implemented in accordance with the approved provisions
- (ii) it will from the date of the commencement of the Development grant reasonable access to the Land to authorised representatives of the County Council for the purpose of examining habitat designated for nature conservation by the scheme of management referred to in Clause 3(i) above Access shall be subject to such reasonable requirements of the Developer and the Owners to ensure safety of the visitors and other personnel and security of the Land
- (iii) it will within 3 months from the date of the Permission and every year for a period of 30 years following commencement of the Development convene a meeting with the County Council and/or its authorised representatives to discuss detailed management of the Land including the impact of public access upon the objectives as described in Schedules 1 and 2 hereto

(iv) it will during the extraction of sand and gravel and after the expiry of the Permission provide public access to the Land by way of the footpaths delineated approximately on the method of working Plan No P2/975/11/2

(v) it will manage that part of the Land shown coloured green on the attached plan in accordance with the objectives set out in Schedule 1 hereto for a period of 30 years following commencement of the Development

(vi) it will manage that part of the Land shown coloured yellow on the attached plan in accordance with the objectives set out in Schedule 2 hereto for a period of 30 years following commencement of the Development

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

5. In the event of any dispute arising between the parties hereto in respect of any of the requirements of this Agreement the matter shall be referred to a single arbitrator to be agreed between the parties or failing such Agreement to be nominated at the request of any of the parties by the President for the

time being of the Royal Town Planning Institute and any such reference shall be deemed to be a reference to arbitration pursuant to the Arbitration Acts

6. This document is executed as a Deed and is delivered on the date first before written
7. The expressions "the County Council" "the Owners" and "the Developer" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
8. The phrase 'commencement of the Development' in this Deed shall mean the date of first extraction of sand and gravel from the Land pursuant to the Development
9. The provisions of this Deed shall take effect only upon commencement of the Development save that the submission of the scheme of management referred to in Clause 3(i) and the taking place of the initial Land Management meeting referred to in Clause 3(iii) shall occur within the periods therein mentioned

SCHEDULE 1

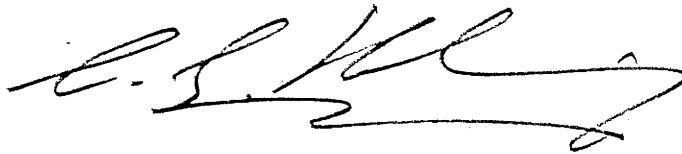
- (i) In blocks A to E to remove all Sycamore Rhododendron and coniferous species and thin/coppice possibly leading to eventual removal of Sweet Chestnut
- (ii) Within block C to identify and manage an area with the object of returning it to Calluna-Erica heathland
- (iii) Where necessary (eg Oak and Birch in block D) to thin secondary woodland of uniform age to allow some specimens to mature normally to create a more diverse structure
- (iv) Where appropriate to encourage other existing native species which include Bird Cherry Field Maple Hazel and Rowan

SCHEDULE 2

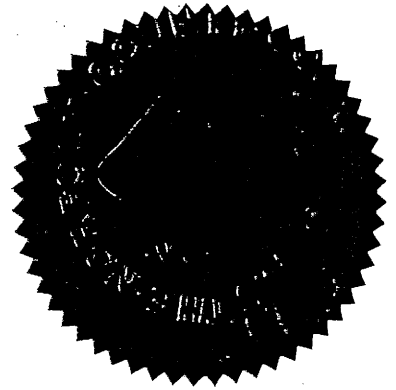
To restore the land to heathland in which Heather Calluna vulgaris is a major species possibly associated with Silver Birch Betula pendula Broom Cytisus scoparius and Gorse Ulex europaeus and other species which regenerate naturally on acid soils

IN WITNESS whereof "the County Council" and "the Developer" have affixed their Common Seals and the Owners have signed this instrument as their Deed the day and year first before written

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



Assistant Chief Executive and Corporate Solicitor

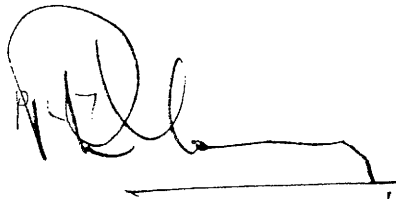


THE COMMON SEAL of
ROMBUS MATERIALS LIMITED was
hereunto affixed in the
presence of:-

Secretary



Director



SIGNED as his DEED
by the said NEVILLE
ERNEST STANGROOM
in the presence of:-

N. E. Stangroom.

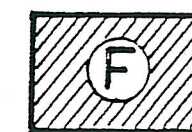
K, Alexander
4 FAKENHAM ROAD
HORNINGTOFT
FARM WORKER

SIGNED as his DEED by
the said DAVID JOHN
STANGROOM in the
presence of:-

David Stangroom.

K, Alexander
4 FAKENHAM ROAD
HORNINGTOFT
FARM WORKER

ATTLEBRIDGE WOODLANDS



Blocks of woodland within the Application Area which have been excluded from the area for which permission has been granted to extract sand and gravel.

TWG/20th September, 1993.