

(Do Not Print)
DATED 8th May 2009

NORFOLK COUNTY COUNCIL

- and -

BRITISH SUGAR PLC

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Cantley Sugar Factory Cantley Norfolk

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

NS/27411

SP-783

THIS AGREEMENT is made by Deed the 8th day of May 2009
BETWEEN:-

- (1) **THE NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane
Norwich Norfolk NR1 2DH ("the County Council") and
- (2) **BRITISH SUGAR PLC** (Co Regn No. 00315158) registered office is
situate at Weston Centre 10 Grosvenor Street London W1K 4QY ("the
Applicant")

RECITALS

- A. The County Council is a local planning authority within the meaning of
the 1990 Act and the Highway Authority for the area within which the
Land is situated
- B. The Applicant is the registered proprietor of the Land which is registered
at H M Land Registry under title numbers NK281739 and NK201080

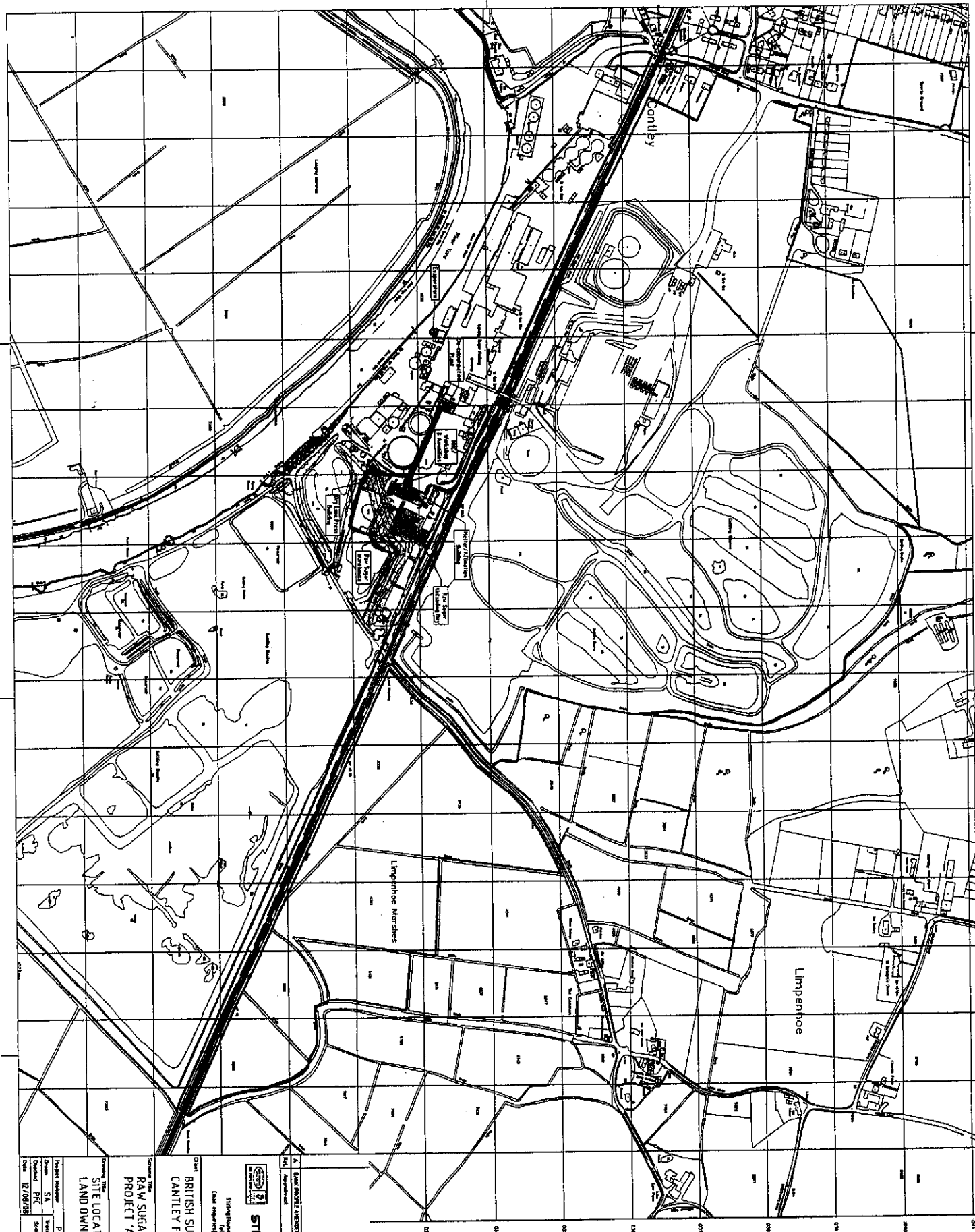
NOW THIS DEED WITNESSETH as follows:

DEFINITIONS

1. In this Deed:
- 1.1 The following words have the following meanings unless in the context
it would not be appropriate:

"the 1990 Act"

the Town and Country Planning Act
1990 or any statutory modification or re-
enactment thereof



R. J. Henderson

Drawing No.
4373/100/01A



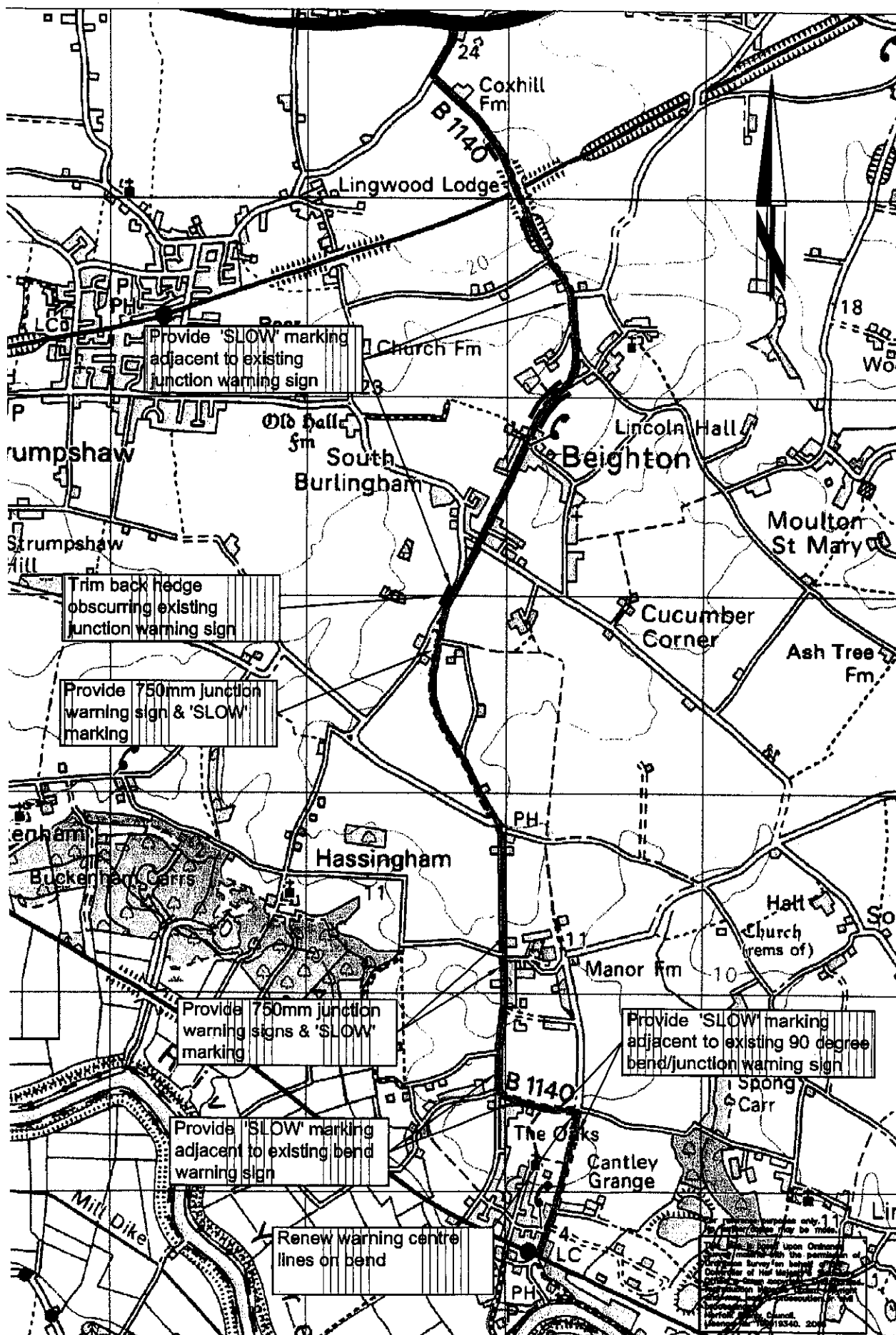
STRLINGMAYNARD
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1000 West 10th Avenue, Suite 100
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Client
BRITISH SUGAR PLC
CANTLEY FACTORY

Project Title
RAW SUGAR PROCESSING
PROJECT ALASKA

Project Name
SITE LOCATION AND
LAND OWNERSHIP PLAN

Project Number	P. E. LORIS	Drawing Status	P. LANNING
Drawn	SA	Revised	N/A
Checked	PTC	Scale	1/2500
Date	12/08/98	Sheet	4373/100/01A



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l Measures

REV.	DESCRIPTION	CHECKED	DATE

SURVEYED BY	INITIALS	DATE	DRAWING No.
DESIGNED BY	MB	June 08	TMB3379-PM-002
DRAWN BY	MB	June 08	PROJECT TITLE
CHECKED BY			SCALE NTS
			FILE No.

the increase in the Retail Price Index (All Items) published by the Office for National Statistics (or if either such index ceases to be published such other index as the County Council shall reasonably determine)

"the Land"

the land shown edged red on the Plan and known as the Cantley Sugar Factory, Cantley, Norwich, NR13 3ST

"the Plan"

the plan annexed hereto

" the Planning Permission"

the Planning Permission granted pursuant to the Application

"Planning Obligations"

covenants contained in the Schedule to this Deed made with and enforceable by the County Council pursuant to Section 106 of the 1990 Act (and to the extent to which the said covenants are capable of being enforced thereunder they shall constitute planning obligations for the purposes thereof)

"the Travel Plan Contribution" means the sum of £2,500 Index Linked towards the annual monitoring of the Travel Plan for a period of 5 years

"the Travel Plan"

means a framework of options to enable and encourage people to travel more sustainably and reduce the need to travel altogether such plan to include a range of "hard" (built) and "soft"

(behavioural change) measures to mitigate the traffic effects of the development on the road network

"the Broads Authority"

means The Broads Authority of Dragonfly House 2 Gilders Way Norwich NR3 1UB

INTERPRETATION

- 1.2 One gender includes all the others
- 1.3 The singular includes the plural and vice versa
- 1.4 Planning Obligations imposed on more than one person are joint and several
- 1.5 The parties to this Deed include their respective successors in title
- 1.6 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 1.7 Headings in this Deed are for ease of reference only and cannot be taken into account in its construction or interpretation
- 1.8 A reference to a paragraph or clause in the Schedule of this Deed is a reference to a paragraph or clause in that part of the Schedule

ENABLING POWERS

2. This Deed and the covenants hereinafter contained are made with the County Council and are enforceable by the County Council pursuant to Section 106 of the 1990 Act (and to the extent to which the said covenants are capable of being entered into thereunder they shall constitute Planning Obligations for the purposes thereof) and Section 111 of the Local Government Act 1972 or any statutory modification or re-enactment thereof and any other powers thereby enabling

DEVELOPER'S OBLIGATIONS

3. The Developer covenants with the County Council so as to bind the Land that they will observe and perform the Planning Obligations and that no development will be carried out in pursuance of the Applications except works which are in strict conformity with the Planning Permission granted for the Development and with this Deed (except for development for which planning permission is granted or not required)

AGREEMENTS AND DECLARATIONS

4. The parties agree and declare as follows:
 - 4.1 No express or implied waiver by the County Council of any breach by the Developer of its obligations under this Deed shall constitute a continuing waiver or prevent the County Council from enforcing those obligations
 - 4.2 The Developer hereby covenants that it is the freehold owner of the Land and has full power to enter into this Deed and that the Land is free from all mortgages charges or other encumbrances and that there is no other person having an interest in the Land other than the parties to this Deed whose consent is necessary to make this Deed binding on the Land and all estates and interests in it

- 4.4 This Deed shall cease to have effect if the planning permission granted for the Development shall be quashed revoked or otherwise withdrawn before the Commencement Date
- 4.5 The covenants and the Planning Obligations in this Deed shall only come into effect on the Commencement Date unless otherwise specifically indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants or the Planning Obligations
- 4.6 The Developer shall not be liable for any breach of this Deed which first occurs after they shall have disposed of all of its title and interest in the Land PROVIDED THAT the reservation of any rights or the inclusion of any covenants or restrictions over the Land in any transfer shall not constitute any title or interest in the Land for the purposes of this clause
- 4.7 The Developer agrees to pay to the County Council their reasonable legal costs incurred in connection with the preparation of this Deed
- 4.8 Where approval or consent is required from any party to this Deed such approval or consent shall not be unreasonably withheld or delayed
- 4.9 Anything in this Deed which has to be done to the satisfaction of any other party to this Deed must be done to the reasonable satisfaction of that party
- 4.10 The County Council shall not be liable to any person under this Deed after that person has parted with all interest in the Land but without prejudice to any liability arising prior thereto
- 4.11 The Developer hereby covenants to notify the County Council within 30 days of the Commencement Date

COUNTY COUNCIL OBLIGATIONS

- 5.1 The County Council hereby covenants with the Developer that it shall (if requested by the Developer in writing) produce to the Developer a written statement of account as to how the sums payable for any part or parts thereof under this Deed shall have been applied
- 5.2 The County Council agrees that if it has not spent the Highway Contribution in whole or in part within 10 years from the date of receipt then the County Council shall repay the same or the unexpended balance thereof as the case may be to the Developer together with any interest thereon from the date of payment to the date of repayment by the County Council
- 5.3 The County Council will (upon the written request of the Developer) at any time after any of the Planning Obligations have been performed or otherwise discharged issue written confirmation thereof such confirmation not to be unreasonably withheld

DISPUTES

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 Nothing in this clause shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7. No person shall derive any benefit or have any right entitlement or claim in relation to this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

VAT

- 8 All payments made in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof

NOTICES

9. Any notice or written communication to be served or given by one party upon or to any other party under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery to the party upon whom it is to be served or to whom it is to be given at:

- 9.1 its address given in this Deed; or

9.2 such other address as may be notified in writing from time to time for the purpose of this Deed

IN WITNESS whereof the parties hereto have executed this instrument as their deed and it is the parties' intention that this deed be delivered and it is hereby delivered on the date first before written

SCHEDULE

HIGHWAY CONTRIBUTION AND TRAVEL PLAN CONTRIBUTION

The Developer covenants with the County Council as set out in this part of the Schedule:

1. The Developer shall pay the Highway Contribution to the County Council by a single lump sum payment prior to the Commencement Date
2. The Developer shall pay the Travel Plan Contribution to the County Council by a single lump sum payment prior to the Commencement Date
3. The Developer shall pay interest at 4% above the base rate of the Co-operative Bank plc for the time being in force on any part of the Highway Contribution or the Travel Plan Contribution not paid within 28 days of the date upon which it becomes due in accordance with paragraph 1 above (whether formally demanded or not)

The County Council covenants with the Developer as follows:

4. the County Council shall hold the Highway Contribution in a designated interest bearing account and shall apply the capital and any interest accrued towards a scheme of highway works to manage vehicle speeds and improve road safety on the B1140 such scheme to include where and as appropriate:-

4.1 highway works to manage vehicle speeds in Beighton including 2 speed reactive signs

4.2 road safety measures as indicated on NCC drawing number TMB3379-PM-002 annexed

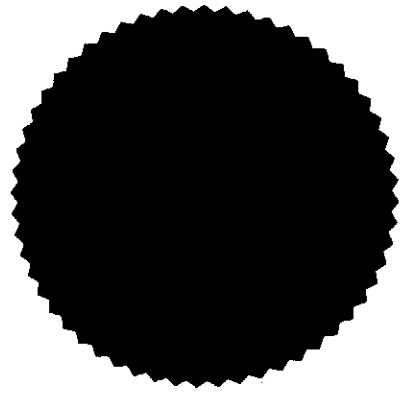
4.3 a review of speed limits on the B1140 from the A47 to the Land

4.4 crash barrier protection for the footway from the School Road junction with the B1130 to the Village Hall

4.5 any surplus after implementation of paragraphs 3.1 to 3.4 above shall be applied towards the resurfacing of the B1140 in Beighton and where residential dwellings are close to the B1140 to reduce lorry noise

5 The County Council shall hold the Travel Plan Contribution in a designated interest bearing account and shall apply the capital and any interest accrued towards the monitoring of the travel plan for a period of five years

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

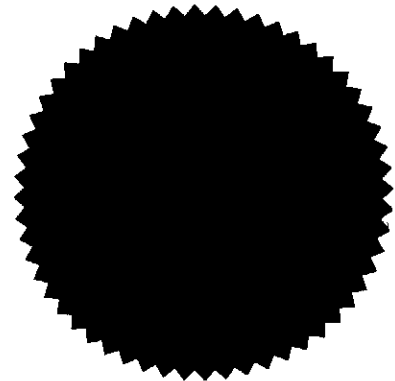


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authorised to sign
on behalf of:

HEAD OF LAW

THE COMMON SEAL of
BRITISH SUGAR PLC
was hereunto affixed
in the presence of:-



Director

[Handwritten signature]

Director/Secretary

[Handwritten signature]