

DATED 12th July 1995

NORFOLK COUNTY COUNCIL

- and -

JOHN GEORGE FISHER

- and -

TRUSTEES OF REDWINGS HORSE SANCTUARY

A G R E E M E N T

under Section 106 of the Town and
Country Planning Act 1990 relating
to land at Frettenham in the County
of Norfolk

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

THIS AGREEMENT is made the 12th day of July One thousand nine hundred and ninety-five

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part JOHN GEORGE FISHER ("the Owner") of "Broads Fen" Hall Lane Frettenham Norwich of the second part and CYNTHIA WILLIAMSON of 225 Bowers Avenue Norwich NR3 2PP and JOHN ROLPH of Newlands School Lane Thorpe NR7 0EP the Trustees of Redwings Horse Sanctuary ("the Occupiers") 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 Frettenham shown edged red on the attached plan ("the Land") is situated
- (2) The Owner is the owner in fee simple in possession of the Land
- (3) The Owner was on 5 May 1993 granted planning permission under reference C/92/5013 (the 1993 Permission") to use the land for burial of horses ponies donkeys the property of the Occupiers ("the Development") subject to the following conditions:-

- "1. The use hereby permitted shall be discontinued and the land restored to its former condition not later than one year from the date of this permission and

- (a) the site shall be levelled to allow for natural drainage and to conform with the levels and natural contours of the adjoining land; and
 - (b) 600 mm of subsoil followed by 300 mm of topsoil shall be respread on the levelled site
- 2. No carcasses other than those of equids resident at Hill Top Farm, Frettenham shall be deposited at the application site
- 3. No excavation shall be carried out at a depth greater than 14 feet below surrounding ground levels and there shall be no more than two layers of carcasses"
- (4) The Owner has applied for the relaxation of Condition 1 of the 1993 Permission and the County Council has resolved to grant the relaxation of that condition subject to the prior completion of this Agreement
- (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

PROPOSED PLANNING PERMISSION
FOR JOHN FISHER
FOR BURIAL AREA

DEC No W.D. 1

LAND USED OR OWNED BY
REDWINGS HOLE SANCTUARY

LAND OWNED BY
JOHN FISHER

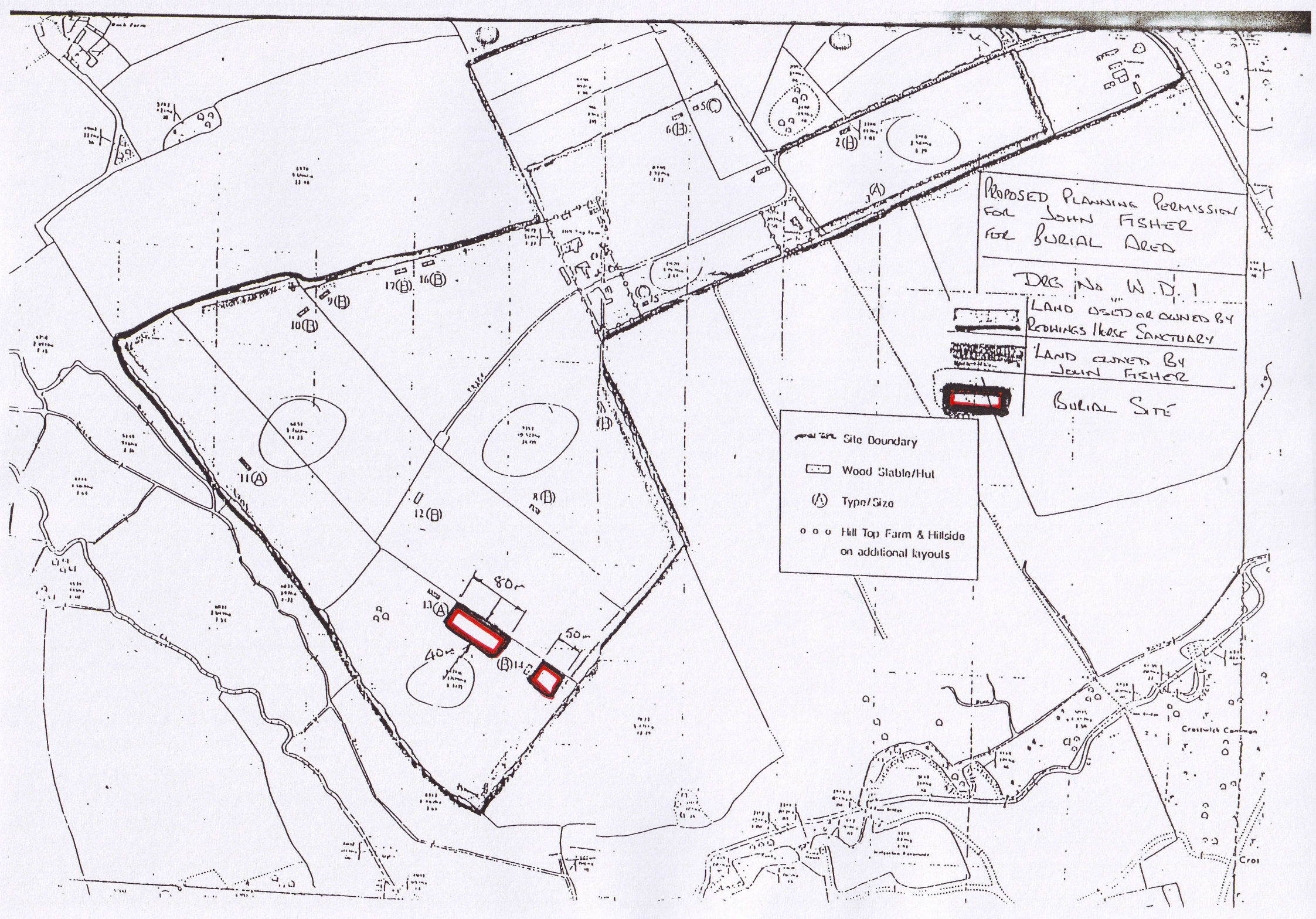
BURIAL SITE

Site Boundary

Wood Stable/Hut

Type/Size

Hill Top Farm & Hillside
on additional layouts



NOW 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

Ground Water Monitoring

2. The Owner and the Occupiers hereby jointly and severally covenant with the County Council that in the event of Permission ("the New Permission") being granted for the relaxation of the Condition 1 of the 1993 Permission:-

2.1 They will:-

- 2.1.1 within 3 months of the date of this Agreement submit to the County Council and obtain their approval (such approval not to be unreasonably withheld or delayed) for a scheme ("the Scheme") indicating the number type and location of groundwater monitoring boreholes and
 - 2.1.2 within six months implement the Scheme as approved by the County Council
 - 2.1.3 thereafter maintain the groundwater monitoring boreholes comprised in the Scheme in good working order whilst the Land or any part thereof is used for the purposes of the Development or for as long as is required by the County Council or the National Rivers Authority
- 2.2 With effect from six months from the date of this Agreement they will not use the land for the purpose of the Development unless the Scheme has been implemented

- 2.3 Within six months of the date of this Agreement they will undertake a programme of groundwater monitoring to the satisfaction of and for as long as is required by the County Council and the National Rivers Authority
- 2.4 Within three months of the date of this Agreement they will prepare (to the satisfaction of the County Council) an action plan to remedy any groundwater or surface water pollution which may arise from the Development to the satisfaction of the County Council and the National Rivers Authority and thereafter implement the said action plan to the satisfaction of the County Council and the National Rivers Authority
3. In the event of any failing to submit any scheme or programme in accordance with Clauses 2.1 to 2.4 inclusive hereof within the times specified in those clauses the County Council shall have the power on giving 7 days written notice to the Owner to specify the matters which should have been included in the said scheme programme or action plan and in the event of it so doing the scheme specified by the County Council shall upon expiration of such notice take effect as if the same had been agreed between the Owner and the County Council

4. **Disputes**

In default of agreement any dispute or difference between the County Council the Owner and the Occupiers will be settled by arbitration by an arbitrator to be appointed by agreement between the parties or in default of agreement to be appointed by the President of the Institute of Waste Management in accordance with the provisions of

the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment thereof for the time being in force

5. The expressions "the County Council" "the Owner" and "the Occupiers" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

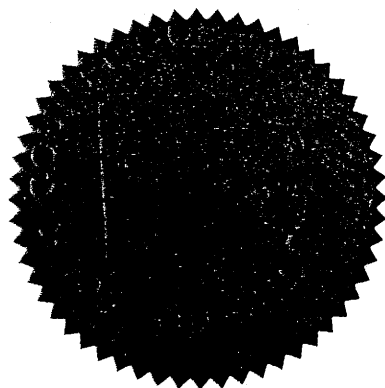
6. This document is executed as a Deed and is delivered on the date first before written

IN WITNESS WHEREOF the County Council has affixed its Common Seal and the Owner and the Occupiers have signed this Agreement as their deed the day and year first before written

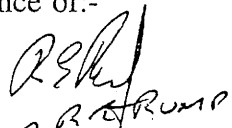
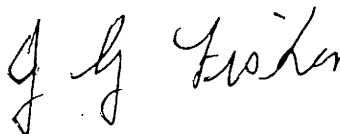
THE COMMON SEAL of THE NORFOLK COUNTY COUNCIL was hereunto affixed in the presence of:-



Assistant Chief Executive and Corporate Solicitor



SIGNED as a DEED by the said JOHN GEORGE FISHER in the presence of:-




PURCHASER

REDWINGS HORSE SANCTUARY

SIGNED as a DEED for
and on behalf of
REDWINGS HORSE SANCTUARY
by CYNTHIA WILLIAMSON
and JOHN ROLPH being
two trustees in the
presence of:-



WITNESS :



M. R. WITNE
8 UPPER KING ST
NORWICH

SURVEYOR