

Dated 17th March 2010

BROADLAND DISTRICT COUNCIL

- AND -

GRAHAM MARTIN DACRE and JULIE MAY DACRE

AGREEMENT UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING
ACT 1990

relating to the development of land
at Clay Hall Farm Heath Lane
Great Witchingham Norfolk

Broadland District Council
Thorpe Lodge
1 Yarmouth Road
Thorpe
Norwich
NR7 0DU

THIS AGREEMENT is made the 17th day of March 2010

BETWEEN:

1. BROADLAND DISTRICT COUNCIL of Thorpe Lodge 1 Yarmouth Road
Thorpe St Andrew Norwich Norfolk NR7 0DU (hereinafter called "the
District Council") and
2. GRAHAM MARTIN DACRE and JULIE MAY DACRE both of Tithe Barn
Station Road Attlebridge Norwich Norfolk NR9 5AA (hereinafter called
"the Owners")

1. INTERPRETATION AND DEFINITIONS

In this Agreement unless the context otherwise requires the following
expressions shall have the following meanings:-

"Act" the Town and Country Planning Act 1990 (as
amended)

"Application" the application for the retention of the existing
building for Classes B1 (Business) and B8
(Storage and Distribution) Use, including
revisions to the fenestration and associated
works on the Site received on 30th June 2009
and bearing reference number 20090851

"Development" the development of the Site permitted by the
Planning Permission

"Director" the District Council's Strategic Director and
Chief Planner or other officers of the District
Council acting under his hand

"Former Planning Permission"	the outline planning permission for a new rendering plant on the Land granted on 2 April 2003 bearing the District Council's reference number 011409
"Land"	the land at Clayhall Farm, Heath Lane, Great Witchingham NR9 5QL shown for the purposes of identification only edged blue on Plan 2
"Plan 1"	the plan annexed to this Agreement and marked "Plan 1"
"Plan 2"	the plan annexed to this Agreement and marked "Plan 2"
"Planning Permission"	the planning permission to be granted by the District Council pursuant to the Application
"Revocation Order"	an order made by the District Council pursuant to Section 97 of the Act to revoke the Former Planning permission
"Site"	the land at Clayhall Farm Heath Lane Great Witchingham NR9 5QL shown for the purposes of identification only edged red on Plan 1

In this Agreement unless the context otherwise requires:

- (i) references to any party shall include the successors in title and assigns of that party
- (ii) references to clauses and schedules are references to clauses in and schedules to this Agreement

- (iii) any mention herein of any Act or of any Section Regulation or Statutory Instrument shall be deemed to refer to the same source as at any time amended and where such Act Section Regulation or Statutory Instrument has been replaced consolidated or re-enacted with or without amendment such mention shall be deemed to refer to the relevant provision of the updating consolidating or re-enacting Act or Section or Regulation or Statutory Instrument
- (iv) headings in this Agreement shall not form part of or affect its construction

W H E R E A S:

- A. The District Council is the Local Planning Authority for the purposes of the Act for the area within which the Site and the Land are situated and the person who is entitled to enforce the obligations contained in this Agreement
- B. The Owners are the freehold owners of the Land (which includes the Site) which Land is registered at H.M. Land Registry under Title No NK 332419 free from encumbrances that would prevent the Owners from entering into this Agreement
- C. The Owners submitted the Application and the District Council has resolved to grant the Planning Permission for the Site subject to the entering into of this Agreement

2. GENERAL PROVISIONS APPLICABLE TO THIS AGREEMENT

- 2.1 This Agreement is made pursuant to Section 106 of the Act
- 2.2 To the extent that they fall within the terms of Section 106 of the Act the obligations of the Owners hereunder are planning obligations for the purposes

of Section 106 of the Act that bind the Land and are enforceable by the District Council against the Owners and their successors in title and assigns

- 2.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and all other enabling powers
- 2.4 The provisions of this Agreement are subject to the grant of the Planning Permission
- 2.5 This Agreement will be registered as a charge in the District Council's Register of Local Land Charges

3. AGREEMENTS AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as follows:

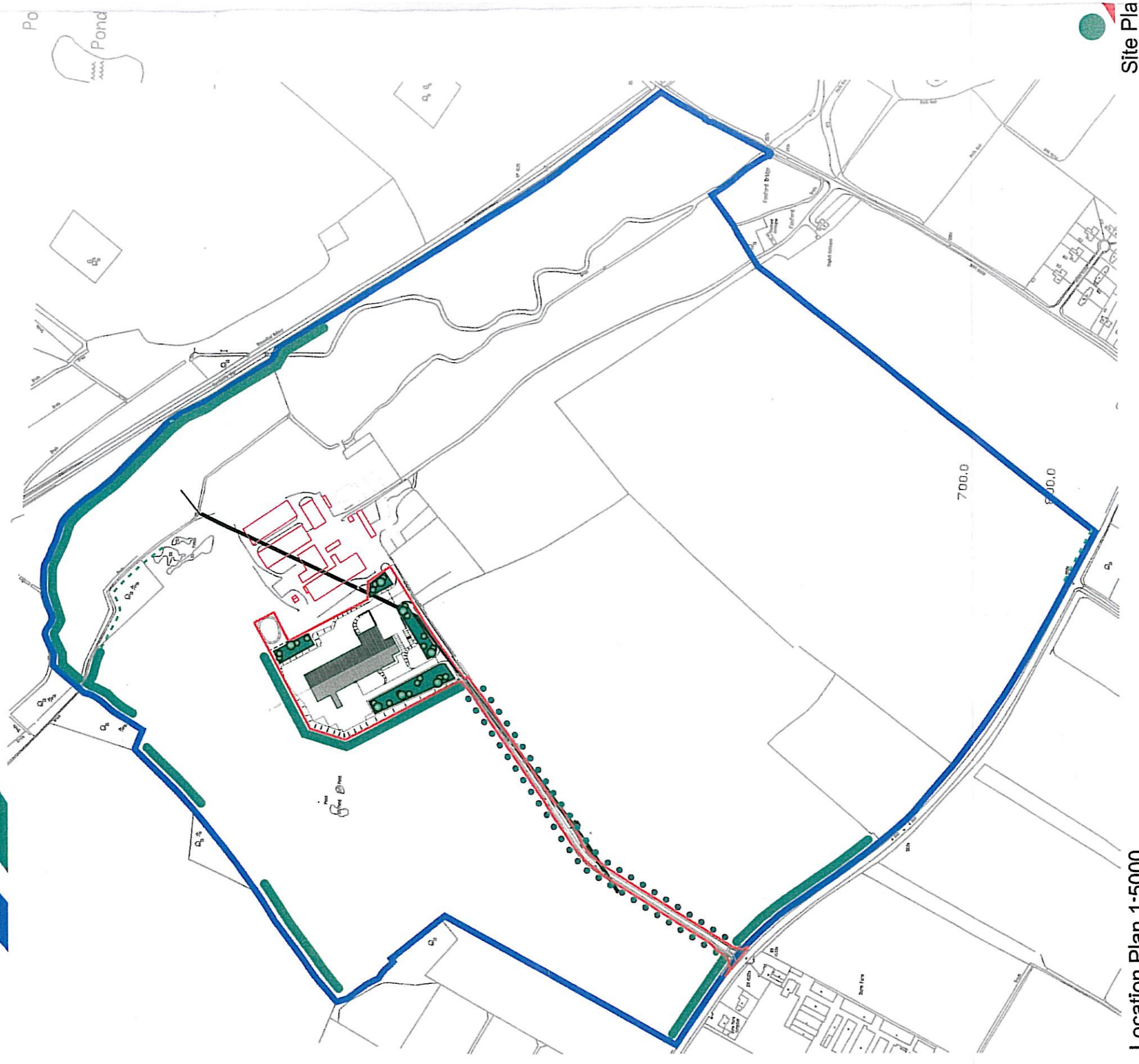
3.1 No Fetter of Discretion

Save insofar as legally or equitably permitted nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the District Council in the exercise of its functions as Local Planning Authority and the rights powers duties and obligations under all public and private bylaws and regulations may be as fully and effectively exercised as if the District Council were not a party to this Agreement

3.2 Invalidity or Unenforceability of any of the Terms of this Agreement

If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining

PLAN 1

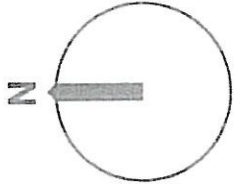


Location Plan 1:5000

notes

BROADLAND COUNCIL
07 SEP 2009
PLANNING CONTROL

EXISTING PLANTING

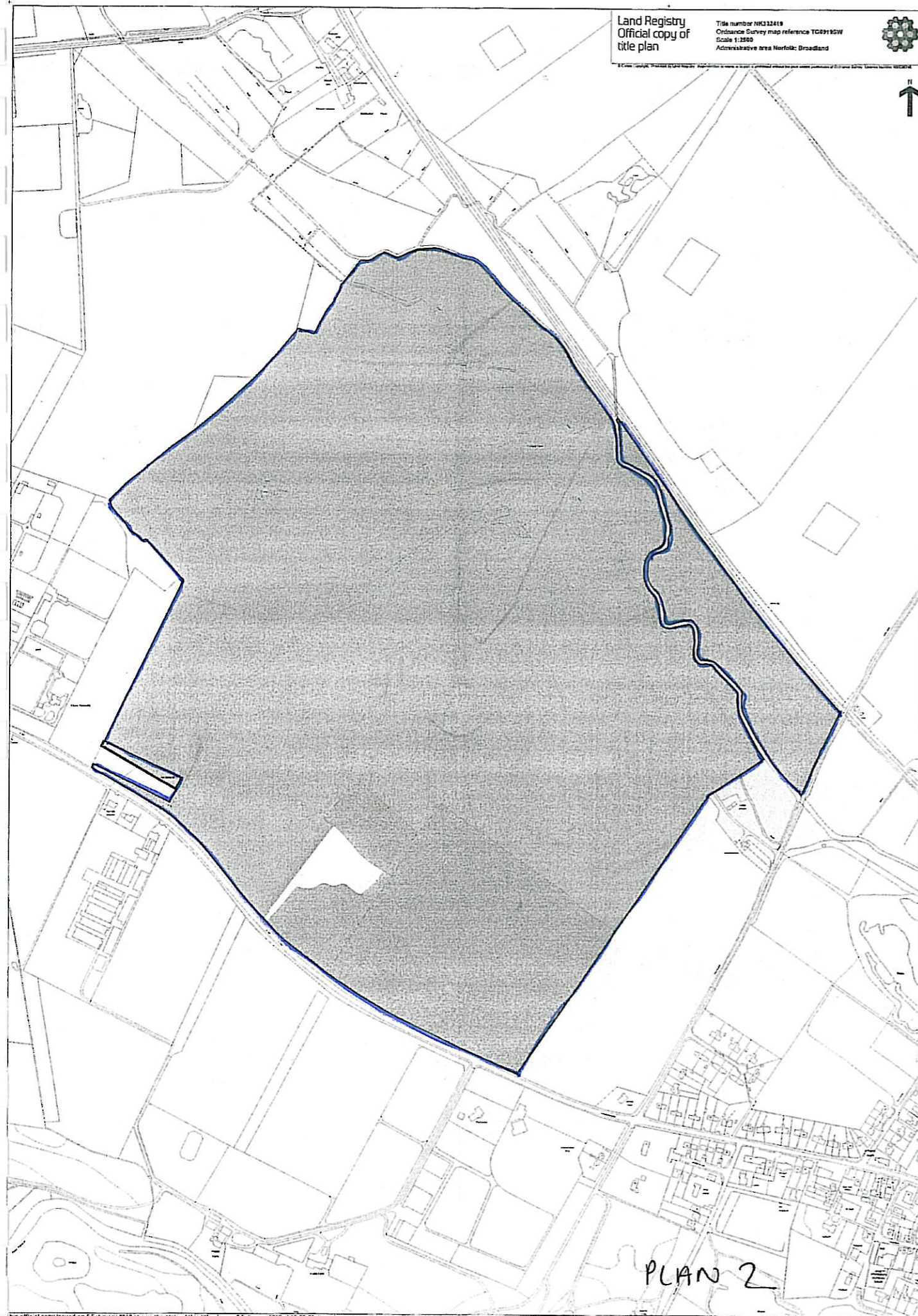


AMENDED
PLAN

ALL NEW PLANTING DETAILS ON LANDSCAPE
PLAN - DRAWING 6705/003

Land Registry
Official copy of
title plan

Title number NH312419
Ordnance Survey map reference TQ29192W
Scale 1:2500
Administrative area Norfolk: Broadland



PLAN 2

provisions hereof shall not in any way be deemed thereby to be affected or impaired

3.3 No Waiver

No waiver (whether express or implied) by the District Council of any breach or default by the Owners in performing or observing any of the covenants in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the District Council from enforcing any of the covenants or from acting upon any subsequent breach or default in respect thereof

3.4 No party shall be liable under this Agreement for any breach of the covenants contained in this Agreement after that party has parted with its interest in the Land or the part of the Land in respect of which such breach occurs provided that liability will still remain for any breach occurring prior to the parting of any person's interest in the Land or any part thereof in respect of which any such breach has taken place

4. NOTICES

4.1 Any notice document or other correspondence required to be served or given under the provisions of this Agreement shall be in writing and delivered personally or sent by pre-paid letter or facsimile

4.2 The address for any notice or other written communication in the case of each party to this Agreement shall be as follows:-

The District Council	The Strategic Director and Chief Planner Thorpe Lodge 1 Yarmouth Road Thorpe St Andrew Norwich NR7 0DU
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The Owners	Graham Martin Dacre and Julie May Dacre Tithe Barn Station Road Attlebridge
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Norwich
Norfolk
NR9 5AA

- 4.3 Any notice or other written communication to be given by the District Council shall be deemed to be valid and effective if on its face it is signed on behalf of the District Council by a duly authorised officer

5. THIRD PARTIES

- 5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person who is not a party to this Agreement (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this Agreement pursuant to the provisions of the said Act

6. JURISDICTION

- 6.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales

7. The Owners agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Land under the terms of this Agreement are hereby waived

8. TITLE WARRANTY

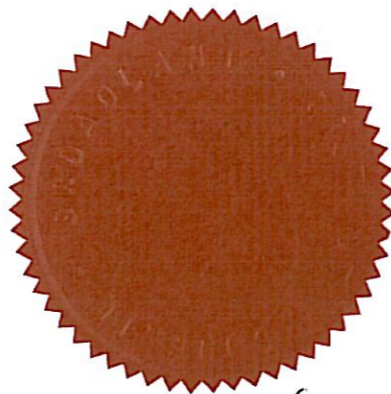
- 8.1 The Owners hereby warrant that they are the freehold owners of the Land and have full power to enter in to this Agreement and that the Land is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Land other than as notified in writing to the District Council's Head of Corporate Services and Monitoring Officer prior to the date hereof

9. PLANNING OBLIGATIONS

- 9.1 The Owners hereby jointly and severally covenant with the District Council to the intent that such covenant shall bind the Land in perpetuity not at any time to use or allow or permit the use by any other person persons or body of the building on the Land or any part or parts of the Land for the purposes of handling storing rendering composting incinerating processing reutilising or otherwise treating animal carcasses or by-products as that expression is defined in Article 2 of Regulation (EC) No 1774/2002 of the European Parliament and of the Council (as from time to time revised or amended) or any item or items derived therefrom
- 9.2 The Owners hereby jointly and severally covenant with the District Council that upon receiving reasonable notice in writing the Owners shall permit the District Council's representatives to access the Land to see whether the covenant in Clause 9.1 to this Agreement is being observed and performed
- 9.3 The Owners hereby jointly and severally covenant with the District Council not to oppose nor to object to a Revocation Order
- 9.4 The Owners hereby jointly and severally covenant with the District Council that in the event of a Revocation Order being made the Owners will not serve a Purchase Notice pursuant to Section 137 of the Act on the District Council nor on any other party and will not claim compensation for such revocation nor for any expenditure incurred on work by reason of the making of a Revocation Order nor for other loss or damage directly attributable to a Revocation Order and will not claim for any depreciation in the value of their interest in the Land by reason of the making of a Revocation Order

EXECUTED by the parties hereto as a deed on the date written above

THE COMMON SEAL of)
BROADLAND DISTRICT COUNCIL)
was hereunto affixed)
in the presence of)



CH
CHIEF EXECUTIVE

6304

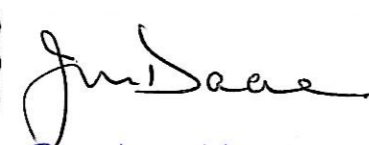
~~Head of Corporate Services~~
~~and Monitoring Officer~~

SIGNED by the said
GRAHAM MARTIN DACRE
In the presence of:-

) 
)
)

Carolyn Hucknall
11 Church Field
Attlebridge, Norwich

SIGNED by the said
JULIE MAY DACRE
In the presence of:-

) 
)
)

Carolyn Hucknall
11 Church Field
Attlebridge
Norwich