

T H I S A G R E E M E N T is made the 20th day
of February One thousand nine hundred and ninety

B E T W E E N THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich ("the County Council") of the first part ROBERT ARTHUR LITTLEBOY of Poultry Farm Spixworth Road Hainford ("the Owner") of the second part and J S AGGREGATES (1985) LIMITED whose registered office is situate at The Gravel Pit Spixworth Road Hainford ("the Developers") of the third part

W H E R E A S : -

- (1) The Owner is the owner in fee simple in possession free from incumbrances of the land shown edged red on the attached plan ("the Red Land")
- (2) The Developers are the leasehold owners and occupiers of the land shown edged green on the attached plan ("the Green Land")
- (3) The County Council is the Mineral Planning Authority within the meaning of the Town and Country Planning Act 1971 and the Local Highway Authority within the meaning of the Highways Act 1980
- (4) The Developers have made application to the Broadland District Council (reference 5/86/2807) dated 18th December 1986 ("the application") in accordance with the Town and Country Planning Act 1971 and the Orders and Regulations for the time being in force thereunder for planning permission to extract mineral aggregate from the red land and to carry out associated road improvements ("the Development")
- (5) The Developers propose to use the Green Land for the processing of mineral aggregate extracted from the Red Land
- (6) The County Council are satisfied that this agreement will be for the benefit of the public

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. THIS Agreement is made in pursuance of Section 52 of the Town and

Country Planning Act 1971 Section 111 of the Local Government Act 1972 Section 278 of the Highways Act 1980 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

2. THE Owner and the Developers hereby covenant jointly and severally that in the event of planning permission being granted for the Development no minerals shall be extracted from the Red Land until after the completion (at the Developers expense) of the works specified in Schedule 1 hereto ("the Works") to the satisfaction of and in accordance with the requirements and specifications of the County Council

3. The Developers covenant that they will before the Works are commenced enter into a Bond with an Assurance Company Guarantee Society Bank or like body approved by the County Council in the total sum of THIRTY SIX THOUSAND POUNDS as a guarantee for the proper carrying out of the Works at the expense of the Developers such sum to be reviewed if the Works have not been completed within twelve months of the date of this Agreement and thereafter at twelve monthly intervals and amended to such sum as the County Council determine

4. THE County Council hereby agree to the Works being carried out by the Developers or by a contractor introduced by the Developers (but no other person) subject to the conditions set out in Schedule 2 and such other conditions as the County Council may from time to time consider appropriate

6. THE expressions "the County Council" "the Owner" and "the Developers" shall include their respective successors and assigns as appropriate within the terms of Section 52 of the Town and Country Planning Act 1971

SCHEDULE 1

Widening the existing carriageway of the Spixworth Road to 5.5 metres

between the access to the Green Land between points A and B on the attached plan and the entrance to the Red Land

SCHEDULE 2

(1) The name of any contractor introduced by the Developers shall be notified in writing to the County Surveyor of the County Council ("the County Surveyor") not less than fourteen days before the commencement of the Works

(2) The Developers shall only be entitled to introduce contractors who are either (a) included within the relevant cost band of the County Council's Select List of Tenderers for Highway Contracts (Roadworks) in force for the time being or (b) specifically approved by the County Surveyor

(3) The Developers shall upon receiving a written request so to do produce to the County Surveyor for inspection any contract documents in respect of the Works

(4) The Works shall be carried out:-

(a) In accordance with a timetable to be approved by the County Surveyor before the commencement of the Works

(b) Under the supervision of the County Surveyor

(c) In accordance with the requirements and specifications of the County Surveyor

(5)(a) The Developers shall be responsible for producing contract drawings for the Works

(b) The contract drawings shall require the approval of the County Surveyor prior to the commencement of the Works or where the Developers propose to introduce a contractor prior to any arrangements being entered into between the Developers and their contractor

(6) The Developers shall be responsible for ensuring that any requirements of statutory undertakers are met prior to the commencement of the Works and the cost of any Works required by the

statutory undertakers shall be met in full by the Developers

(7) The Works shall be completed to the written satisfaction of the County Surveyor

(8) The Developers shall be responsible for the execution of all works of repair amendment reconstruction rectification and making good of defects as may be required in writing by the County Surveyor during the period ending twelve months after the date of the completion of the Works

(9)(a) The County Council (acting through the County Surveyor) reserve the right to terminate forthwith in writing the arrangement whereby the Developers (or their contractor) carry out the Works if the conditions set out in this Schedule are not strictly complied with

(b) Upon termination under paragraph 9(a) above the County Council shall be entitled to call in the Bond referred to in Clause 3 for the purposes either of completing the works or reinstating the site to its condition immediately prior to the commencement of the Works

(10) In the event of the County Council terminating these arrangements they shall not be liable in any way for any direct or indirect loss resulting from termination

(11) The County Council its servants and authorised agents shall at all times during the works and the maintenance period referred to in paragraph 8 above have access to the Works

(12)(a) Throughout the execution of the Works the Developers shall insure against any damage loss or injury which may occur to any property or to any person by or arising out of the execution of the Works such insurance to be effected with an insurer in terms approved by the County Council for such sum as the County Council may determine

(b) Prior to the commencement of the Works the Developers shall forward to the County Solicitor of the County Council evidence of their insurance cover

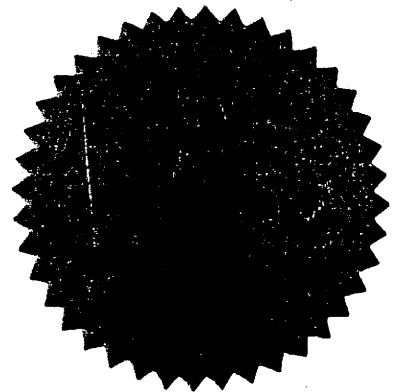
(13) The Developers shall be responsible to the County Surveyor for the proper execution and maintenance of the Works and shall indemnify and keep indemnified the County Council against all losses and claims for injury or damage to any person or property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto (This liability to indemnify the County Council shall be reduced proportionately to the extent that the said loss injury or damage is proved to be contributed to by the act or neglect of the County Council or its servants)

(14) The Developers shall pay to the County Council before the commencement of the Works an administration and supervision charge amounting to 5% of the Bond figure referred to in Clause 3 of this Agreement

I N W I T N E S S whereof "the County Council" and "the Developers" have affixed their Common Seals and "the Owner" has set his hand and seal the day and year first before written

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

Nicholas Hancox
**Authorised to sign on behalf
of the**
County Solicitor



SIGNED SEALED AND DELIVERED by)
the said ROBERT ARTHUR)
LITTLEBOY in the presence of:-)

R. A. Littleboy

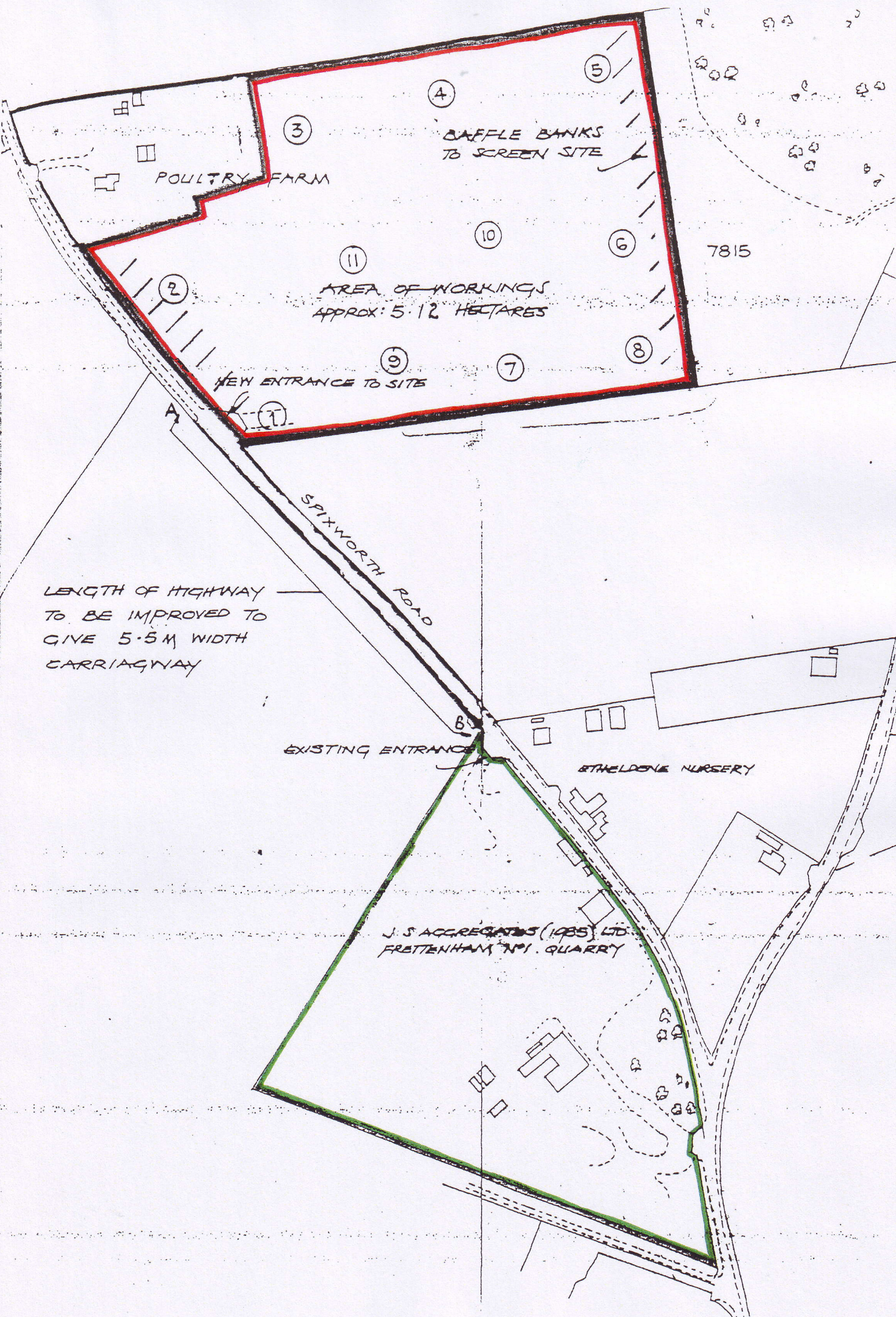


A. R. Hunter
11 Bishop Pelham Court,
Hewick Hall.
Norwich NR4 6RS.

THE COMMON SEAL of J S)
AGGREGATES (1985) LIMITED was)
hereunto affixed in the presence) .
of:-)

J.S. Pugh . DIRECTOR

P. J. Hall SECRETARY



DATED 20th February 1990

THE NORFOLK COUNTY COUNCIL

- and -

ROBERT ARTHUR LITTLEBOY

- and -

J S AGGREGATES (1985) LIMITED

A G R E E M E N T

under Section 52 of the Town and Country
Planning Act 1971 relating to land at
Hainford