

T H I S   A G R E E M E N T   is made the ~~Eleventh~~ day of ~~February~~

One thousand nine hundred and ninety-three

B E T W E E N   NORFOLK COUNTY COUNCIL ("the County Council") of County Hall Martineau Lane Norwich of the first part and KEITH ALEXANDER FRASER ("the Owner") of Poets Breck Farm Telegraph Hill Honingham Norfolk of the second part

W H E R E A S :-

- (1)        The Owner is the owner in fee simple in possession of the land shown edged red on the attached plan A ("the Land")
- (2)        The County Council is a local planning authority within the meaning of the Town and Country Planning Act 1990 ("the Act") and the local highway authority within the meaning of the Highways Act 1980 for the area within which the Land is situated
- (3)        The Owner has made application (reference 5/91/1831) 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 construction of an animal carcass incinerator ("the Development")
- (4)        The County Council has refused the application and the Owner has appealed to the Secretary of State for the Environment against the refusal
- (5)        This Agreement is conditional upon planning permission being granted to the application on appeal
- (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 made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers.

2. (a) The Owner hereby covenants with the County Council that in the event of permission being granted for the Development the Land shall not be used for the purposes of the Development unless:-

(i) all the vehicles which shall deliver animal carcasses to the Land are owned or hired by or otherwise under the direct control of the Owner

(ii) the number of vehicles delivering animal carcasses to the Land does not exceed 4 on any day

(iii) the number of delivery vehicles visiting the Land does not exceed 2 in any week

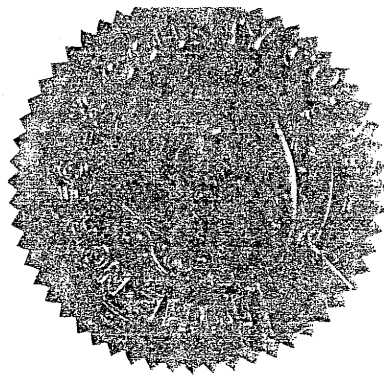
(b) The Owner hereby further covenants with the County Council that in the event of permission being granted to the Development he will not cause or permit the Land to be used for the purposes of the Development unless the vehicles referred to in Clause 2(a)(ii) and (iii) above approach and leave the Land via the route shown coloured green on the attached plan B.

3. This document is executed as a deed and is delivered on the date first before written.

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

IN WITNESS whereof "the County Council" has affixed its Common Seal and "the Owner" has signed this instrument as his deed the day and year first before written

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



*E. S. M. L.*

Assistant Chief Executive and Corporate Solicitor

SIGNED as his DEED by )  
the said KEITH ALEXANDER )  
FRASER in the presence )  
of:- )

*W. A. Fraser*

*J. H. Mountain*

*Assistant to*

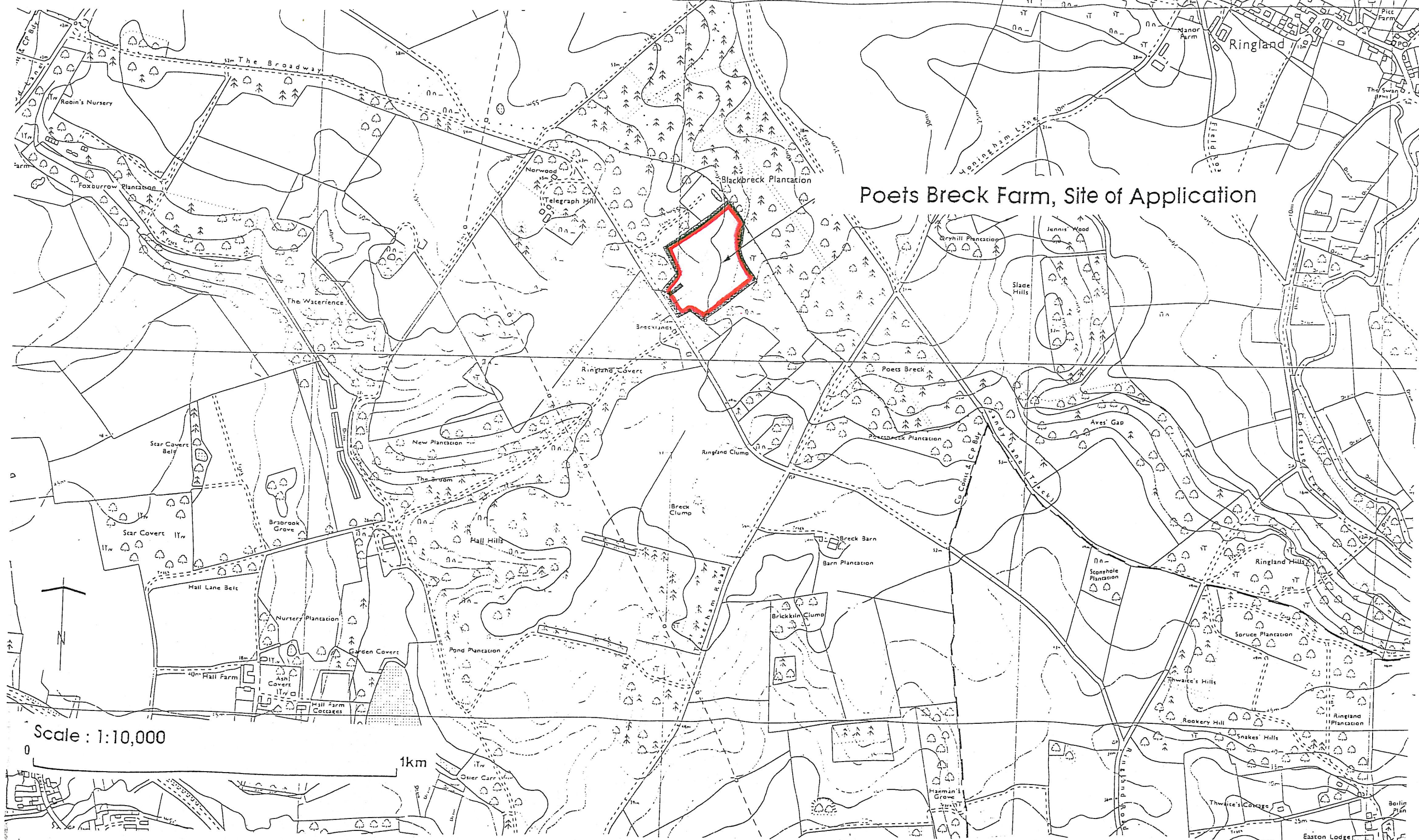
*Steele & Co.*

*Norwich*

*in merger  
office manager with  
Steele & Co  
Norwich*



N.C.C. Reference : 5/91/1831. D.O.E. Reference : APP/X2600/A/92/212518





22.4.92



DATED

18<sup>th</sup> February

1993

NORFOLK COUNTY COUNCIL

- and -

KEITH ALEXANDER FRASER

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A G R E E M E N T

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

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

KRH/JCT(4)LnatHoningham