

DATED 15<sup>th</sup> July 2003

NORFOLK COUNTY COUNCIL

- and -

GEOFFREY JAMES TAYLOR

-and-

LONGWATER (GRAVEL) COMPANY LIMITED

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A G R E E M E N T

Under Section 106 of the  
Town and Country Planning Act 1990  
relating to land at  
Grange Farm Horstead

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

T H I S   A G R E E M E N T   is made by Deed the 15<sup>th</sup> July day of 2003

B E T W E E N NORFOLK COUNTY COUNCIL (the "County Council") of County Hall Martineau Lane Norwich (1) and GEOFFREY JAMES TAYLOR of Grange Farm Horstead Norwich NR12 7VX (the "Owner") (2) and LONGWATER (GRAVEL) COMPANY LIMITED whose registered office is at St Paul's House Warwick Lane London EC4P 4BN(Company Number 508824) (the "Developer") (3)

AND RECITES:-

- (1) The Owner is the freehold owner of the land at Grange Farm Horstead shown edged red (the "Land") on the attached plan (the "Plan")
- (2) 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 is situated
- (3) The Developer is a company interested in the extraction of sand and gravel from the Land
- (4) The Developer has made application to the Norfolk County Council (reference C/5/2001/5005) dated October 2001 (the "Application") 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 extraction and processing of sand and gravel from the Land with restoration to agriculture (the "Development")

- (5) The determination of whether to grant planning permission for the Development pursuant to the Application (the "Planning Permission") has been appealed to the Secretary of State on the 13<sup>th</sup> December 2002
- (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:-

1.1 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

1.2 In this Agreement:

"Local Deliveries" means any journey by a vehicle from the Land which does not involve travelling at any time to a distance greater than a 2.5 mile radius from the Land prior to the vehicle then returning to the Land

"Vehicles" means any motorised vehicle other than private cars

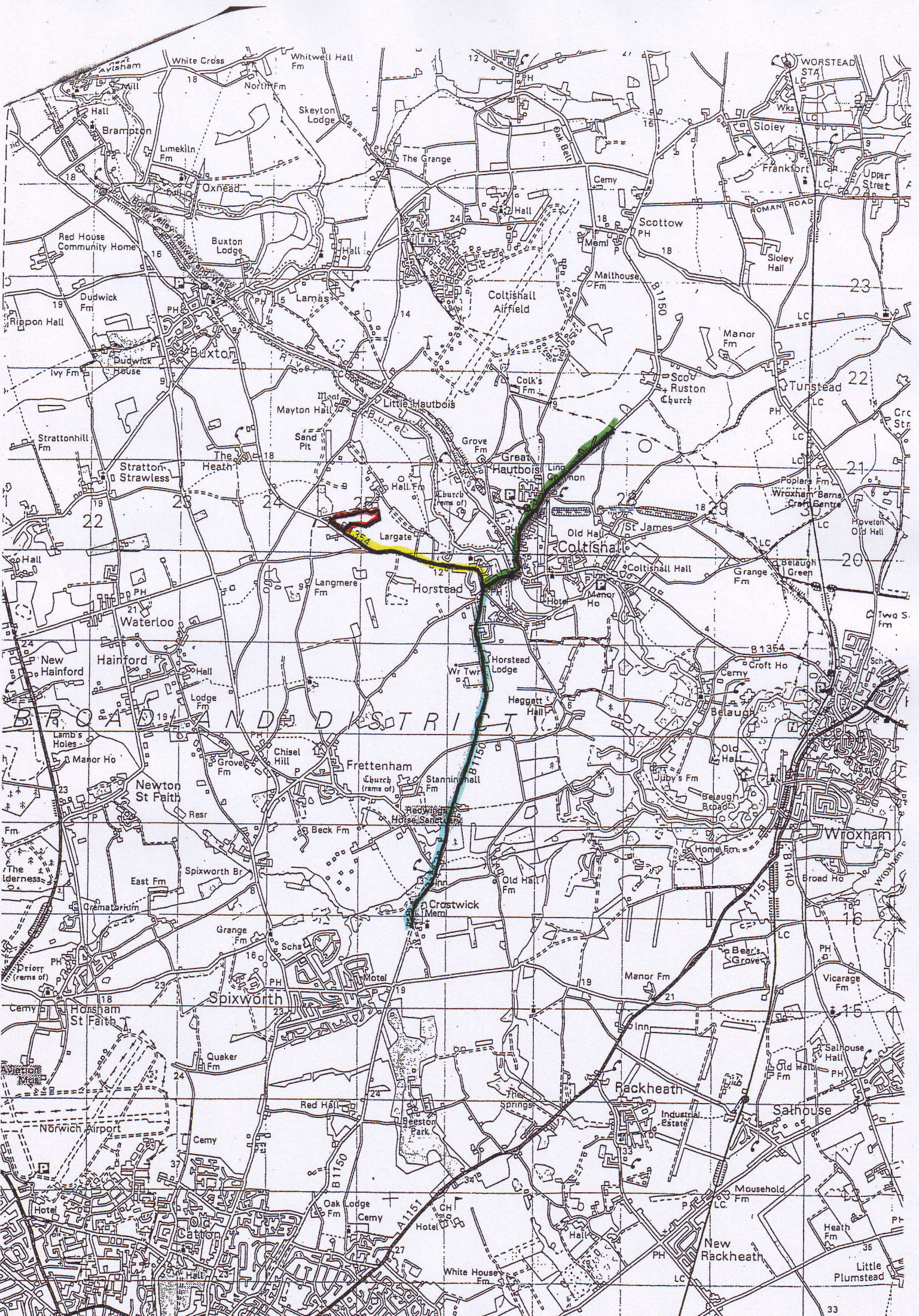
2. The Developer hereby covenants with the County Council that with effect from commencement of the Development within the meaning of section 56 of the Act that the Land shall not be used for the purposes authorised by the Planning Permission unless:-

2.1 All Vehicles operated by the Developer or its employees or otherwise under the direct control of the Developer approach and leave the Land via the route shown in yellow on the Plan and then follow one of either the route shown in

green or the route shown in blue on the Plan (the "Permitted Route") except when making Local Deliveries

- 2.2 in relation to Vehicles not under the direct control of the Developer all reasonable endeavours shall be used to ensure that such vehicles approach and leave the Land via the Permitted Route
- 2.3 there are affixed and displayed and maintained on the Land such signs approved by the County Council in writing such consent not to be unreasonably withheld or delayed as to locations numbers size and legend and as shall be reasonably required from time to time by the County Council (including any modifications, additions or subtractions to those first or subsequently approved by the County Council)
- 2.4 in relation to Vehicles under the direct control of the Developer all reasonable endeavours shall be used to ensure that employees of the Developer do not drive along a route other than the Permitted Route unless making Local Deliveries
- 3. It is hereby agreed and declared for the purposes of clause 2.2 that the requirement to use reasonable endeavours:
  - 3.1 requires the Developer to incorporate in all contracts with persons likely to visit the Land in such Vehicles a term having the same effect as clause 2.1
  - 3.2 requires the Developer to communicate in writing with persons whose Vehicles from time to time regularly visit the Land informing them of the







Permitted Route and requesting that their Vehicles follow it at all times when visiting the Land at a method and frequency as shall be reasonably likely to secure co-operation with the use of the Permitted Route such method and frequency to be determined by the Developer and disclosed to the County Council on request or at the County Council's discretion shall be as reasonably determined by the County Council

- 3.3 requires the Developer on receiving information that any driver of a Vehicle shall have taken any route to or from the Land other than the Permitted Route unless making a Local Delivery to take all necessary and lawful action reasonably practicable against the driver to ensure future compliance
- 4 The Owner hereby covenants and agrees with the Council to observe and not so far as is within his reasonable control to cause permit or suffer any breach of the covenants on the part of the Developer contained in this Agreement
- 5.1 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
- 5.2 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

- 5.3 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 shall be referred 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. Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land
7. No waiver (whether express or implied) by the County Council of any breach of default by the Developer or its successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Developer or its successors in title
8. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
9. The Owners hereby covenants that he is the freehold owner of the Land and has full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any

interest in the Land other than those notified in writing to the County Council's Head of Law prior to the date hereof

10. The expressions "the County Council" "the Owner" and "the Developer" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
11. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement
12. The Developer shall pay the County Council's and the Owners proper and reasonable legal costs on the completion of this Agreement
12. This Agreement shall be registered as a local land charge

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed the day and year first before written

THE COMMON SEAL of THE NORFOLK

COUNTY COUNCIL was hereunto  
affixed in the presence of:-

*Keir Hamme*  
HEAD OF LAW





SIGNED as a DEED by the  
Said GEOFFREY JAMES TAYLOR  
in the presence of:

*Geoffrey James Taylor*

*D. W. R. R. R. R. R.*

*Lusitanian*

THE COMMON SEAL of  
LONGWATER GRAVEL COMPANY LIMITED  
was hereunto affixed in  
the presence of:-

Director

*William W. W. W.*

Secretary

*H. H. H. H.*