

DATED 26th May 2006

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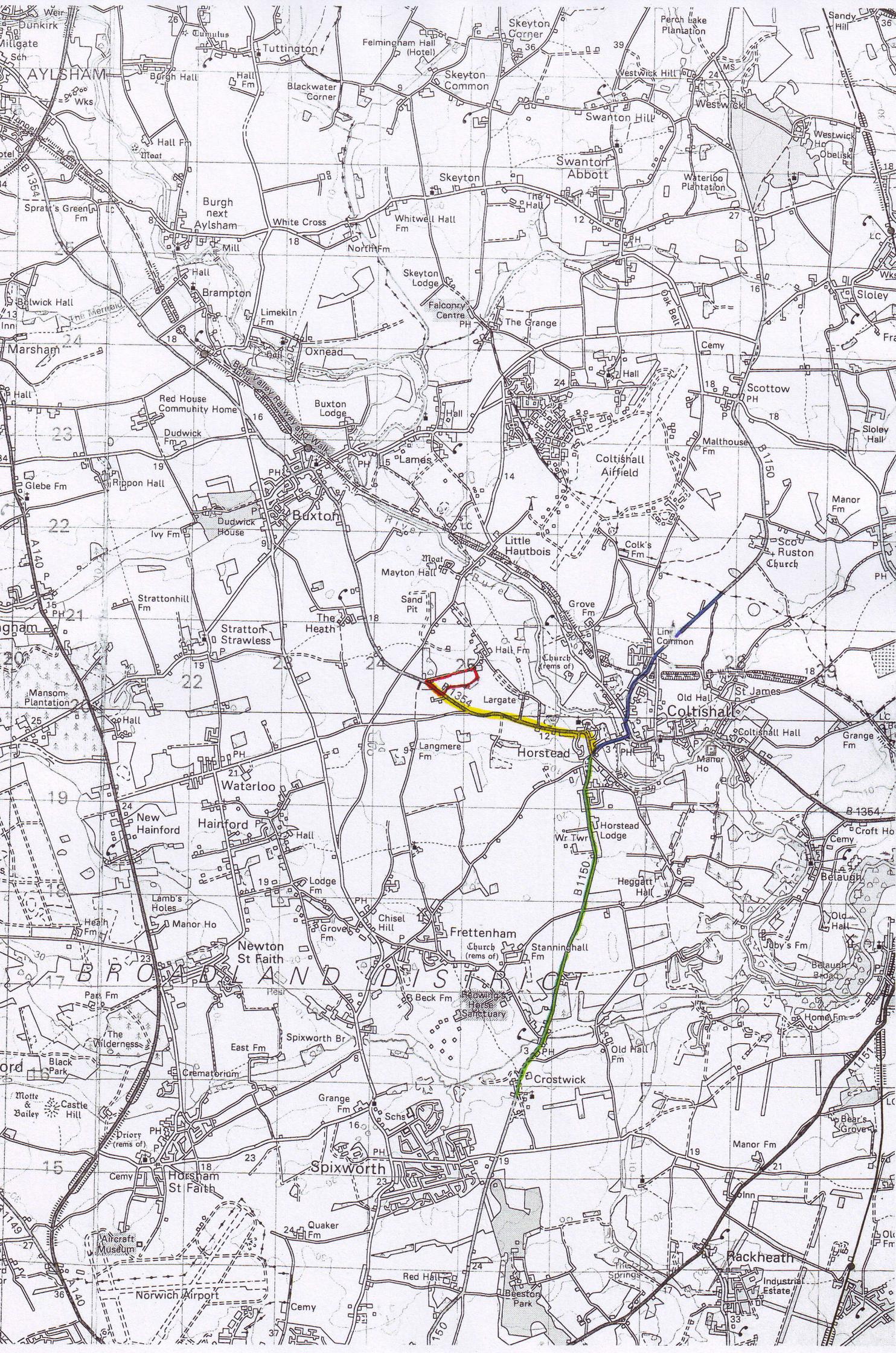
Head of Law  
Norfolk County Council  
County Hall  
Martineau Lane  
Norwich  
NR1 2DH

THIS AGREEMENT is made by Deed the *26<sup>th</sup>* day of *May* 2006  
BETWEEN NORFOLK COUNTY COUNCIL of County Hall Martineau Lane  
Norwich Norfolk NR1 2DH (the "County Council") (1) and GEOFFREY JAMES  
TAYLOR of Grange Farm Horstead Norwich Norfolk (the "Owner") (2) and  
LONGWATER (GRAVEL) COMPANY LIMITED of St Pauls House Warwick Lane  
London EC4 4BN (Company No 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 Owner has made application to the County Council (reference C/5/2005/5014 (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 erecting a concrete batching plant (the "Development")
- (4) Subject to completion of this Agreement the County Council have resolved to grant planning permission for the development pursuant to the Application (the "Planning Permission")





- (5) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and 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

- 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 any point on 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 the date of the Planning Permission 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 as to locations numbers size and legend and as shall be 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)
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 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 as requested 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 possible against the Driver to ensure future compliance
- 3.4 will be breached if an employee of the Developer uses a route other than the Permitted Route unless making a Local Delivery
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

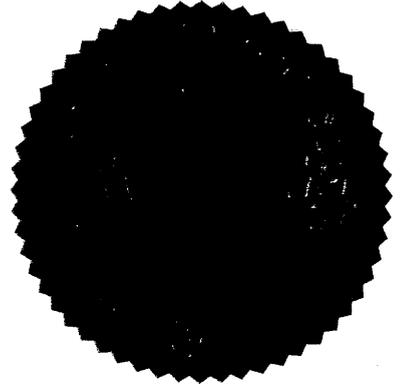
procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties

- 5.4 Nothing in this clause shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings
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 Developers or their 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 Developers or their 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 covenant that they are the freehold owners of the Land and have 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" 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 Councils reasonable legal costs on this Agreement
13. 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 Munn*

HEAD OF LAW

SIGNED AS A DEED  
by the said GEOFFREY JAMES TAYLOR  
In the presence of:-

*Geoffrey James Taylor*

Witness signature: *D Hall*

Name: *David Hall*

Address: *86 Sycamore Avenue  
Wymondham  
Norfolk NR18 0HF*

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

Director *William V. Huxey*

Secretary

*[Handwritten signature]*