

DATED 16 June 2004⁵

NORFOLK COUNTY COUNCIL

- and -

ROBIN JOHN BAINES

A G R E E M E N T

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at
Wroxham Road Sprowston

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

THIS AGREEMENT is made by Deed the 16 day of June 2004⁵

BETWEEN NORFOLK COUNTY COUNCIL (the "County Council") of County Hall Martineau Lane Norwich (1) and ROBIN JOHN BAINES (the "Tenant") of The White House Tunstead Road Hoveton NORWICH NR12 8QN (2)

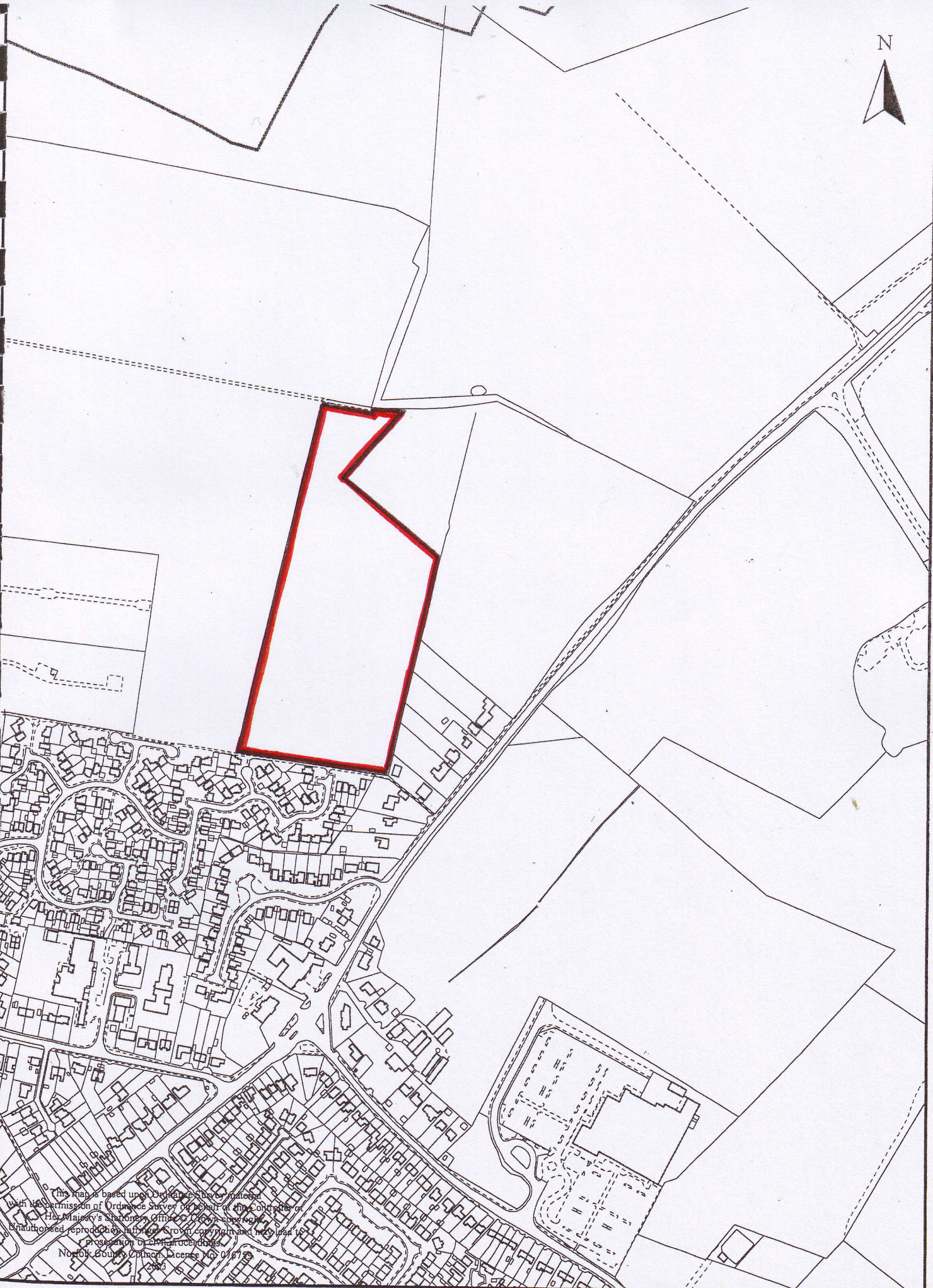
AND RECITES:-

- (1) The Tenant is the agricultural tenant of the land shown edged red on the attached plan (the "Land")
- (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 Land has been used for the deposition of soils surplus to the adjacent development of the Sprowston Park & Ride Site (the "Development")
- (4) 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 (as a local planning authority)
- (5) In this Deed "the Scheme" means the scheme for the restoration and aftercare of the Land which includes a strategy for the aftercare of the Land for 5 years following its restoration and a detailed annual programme as

detailed in Minerals Policy Guidance note 7: The Reclamation of Mineral Workings and in accordance with the attached documents entitled "Defra Aftercare Management Meeting Record" and the attached letters dated 11 February 2004 and 2 March 2004

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. The Tenant hereby covenants with the County Council to implement the Scheme to the satisfaction of the County Council for a minimum period of 5 years following restoration of the Land and until the County Council certifies in writing that the Land has been brought to the required standard for agriculture
3.
 - (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 Tenant and the senior officer of the County Council who have authority to settle the same
 - (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



Land adjacent to Park & Ride Site
Wroxham Road, Sprowston

Produced Using
HMMS

Scale 1: 5000

Map centered on 625485 312620

NORFOLK
COUNTY COUNCIL
Planning &
Transportation

(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

4. No waiver (whether express or implied) by the County Council of any breach of default by the Tenant or his successors in title as agricultural tenant 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 Tenant or his successors in title as agricultural tenant
5. The expressions "the County Council" and "the Tenant" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
6. 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

7. The Tenant shall pay the County Councils reasonable legal costs on this agreement
8. 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:-

Kearns

HEAD OF LAW



SIGNED AS A DEED
by the Tenant
In the presence of

R. J. James

A. B. Sands

A. B. SANDS

Redham Lodge,

Redham Road,

Hemblington

Norwich

NFK

NR13 4QE

Defra AFTERCARE MANAGEMENT MEETING RECORD

Site: Land at Wroxham Road, Sprowston, Norwich, Norfolk

Defra Ref: LM 28/0030A

Planning Ref:

Operator: Norfolk CC

Date of Meeting: 16th March 2004

PRESENT Mr J Hepburn (Norfolk CC Agent)
 Mr R Baines (Tenant)
 Mr J Bailey (Norfolk CC)
 Mr A Harriss (Norfolk CC)
 Mr M Stephen (Defra)

OBJECT: To inspect site and discuss aftercare programme

ACTION

CURRENT AFTERCARE STATUS

Phase or Area Reference	Year of Aftercare				
	1st	2nd	3rd	4th	5th
	√				

COMMENTS ON STRATEGY REPORT

Outline strategy submitted in advance of site meeting. Annual details are required as soon as possible, including a soil analysis. Mr Baines proposes to subsoil the site after harvest with a "Flat-lift" subsoiler. The 5 year cropping proposals were discussed and it was agreed to continue with winter sown cereals and review the performance of the land in a couple of years to see if changes to the cropping regime are appropriate. Triticale may be grown instead of the proposed spring beans.

Mr Baines

Mr Baines

SITE INSPECTION

The land was used to dispose of soil from the adjacent park and ride development. Topsoil and subsoil were spread over the land by towed box-scrapers and subsequently incorporated into the existing topsoil layer. Last spring a mix of spring beans and mustard were sown to fix some nitrogen, help to begin getting some structure back into the soil and increase their organic matter content. Last autumn it was drilled with Claire winter wheat which had a satisfactory plant population over the area.

Pits revealed typically 25 cm of sandy loam topsoil over coarse loamy sand subsoil with occasional clay. There was evidence of compaction below the topsoil, varying with depth. This should be improved with subsoiling after harvest (probably for a number of years) and vigorously growing crops.

There were some areas at the end of the field nearest to the park and ride site which were very wet, whilst other parts "walked" well. The southern two thirds of the field appeared to have satisfactory drainage. It is understood that the land nearest to the park and ride site was heavily trafficked by plant and machinery.

Mark Stephen
March 2004

100 Southgate Street
Bury St Edmunds
Suffolk
IP33 2BD
Telephone 01284 723136
Website www.defra.gov.uk

TRANSPORTATION	
- 5 MAR 2004	
ONTO	5
ACTION	Comp 3
FILE	18
Post Log Ref	FILE

defra

Department for Environment
Food and Rural Affairs

Rural Development Service
National Land Management Team

Director of Planning and Transportation
Norfolk County Council
County Hall
Martineau Lane
Norwich
Norfolk
NR1 2SG

Your Ref.: P/ENF/0601

Our Ref.: LM28/0030A

Date : 2 March 2004

For the attention of Mr J Bailey

Dear Sir

**SPROWSTON : LAND AT WROXHAM ROAD : ARRANGEMENTS FOR AFTERCARE :
MR R J BAINES**

I refer to your letter of 26 February 2004 consulting the Department for Environment, Food and Rural Affairs (Defra) about the above proposal.

Having considered the submitted information I have the following comments to make.

1. During the aftercare period winter sown cereal crops with, for example, winter sown oilseed rape as a break crop are preferred to provide protection for the soil surface over the winter period. The proposal to grow spring beans as the third crop is therefore not appropriate.
2. Generally potatoes or sugar beet are also not appropriate within the aftercare period for the reasons above and also because unless they are harvested very early, then damage to the soils may result from harvesting the crop with heavy machinery in wet conditions. A decision on the crop for this last year of aftercare should be postponed until the condition of the site is assessed in Year 4.
3. Further information is required as set out in MPG7 Boxes 5 and 6, including a soil analysis to assess the fertiliser and lime requirements for the land.

Please do not hesitate to contact me if you have any queries on the above or require any further information.

Yours faithfully



Mark Stephen
National Land Management Team

Robin Baines & Co
Farming, Management & Contracting Services
The White House, Tunstead Road, Hoveton, Norfolk NR12 8QN

Home:(01603)782920

Fax:(01603) 784979

Mobile: 07721465647

11 February 2004

Mr J Bailey
Planning & Transportation Department
County Hall
Martineau Lane
Norwich
NR1 2SG

Dear Mr Bailey,

DEPT. OF PLANNING AND TRANSPORTATION FAO <i>SS</i>
13 FEB 2004
ONTO <i>comp 172</i>
ACTION <i>file</i>
FILE <i>file</i>
Post Log Ref:

ENF/0601 : Sprowston : Arrangements for Aftercare

Further to your letter dated 22.1.04 re the aftercare of the field adjacent to the Sprowston Park & Ride site and following a telephone discussion with yourself I confirm that it is my intention to carry out the following policy on the relevant field:

Harvest 2004	Winter Wheat with the straw chopped and incorporated to improve the organic matter levels.
Autumn 2004	Deep subsoiling and soil mixing to break up any remaining pan and to mix the full soil profile. Also at this stage to apply 20t/ha of Limex 45 which is a waste lime sludge from the sugar beet factory. There will then be a crop of winter barley sown in early to mid September.
Harvest 2005	Further incorporation of chopped straw and possibly further deep subsoiling and application of farmyard manure. Winter ploughed.
Spring 2006	Spring winter beans sown as a nitrifying break crop with deep penetrating roots.
Autumn 2006	Milling wheat sown for harvest 2007
Spring 2008	Should see a further application of manure incorporated and drilled with either potatoes or sugar beet for harvest autumn 2008.

I hope that this outlines my plans for the field in question as required and look forward to meeting you on site at 2.45pm on 16th March 2004.

Yours sincerely,



Robin Baines