Dated 17th February 2001

Norfolk County Council

-and-

Middleton Aggregates Limited

-and-

Citrus Investments Limited

-and-

Arthur Robert Wilson

-and-

Edith Elizabeth Mary Wilson

-and-

Dorothy Jean Wilson

-and-

John McNeil Wilson

Agreement

Under Section 106 of the Town and Country Planning Act 1990 relating to land at Pentney

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

Environment, Transport & Development Dept
FAO..................................................

20 SEP 2012

Onto.............................................
Action...........................................
File.............................................
PEM Ref........................................
THIS AGREEMENT is made the 17th day of February 2009.

BETWEEN NORFOLK COUNTY COUNCIL ("the County Council") of County Hall
Martineau Lane Norwich of the first part and
MIDDLETON AGGREGATES LIMITED ("the Developer") whose registered office is
situated at 26 King Street King's Lynn Norfolk of the second part, CITRUS
INVESTMENTS LIMITED whose Registered Office is situated at 26 King Street
King's Lynn Norfolk ("the First Owner") of the third part and ARTHUR ROBERT
WILSON of Manor Farm, East Winch, Norfolk, EDITH ELIZABETH MARY WILSON
of Manor Farm, East Winch, Norfolk, DOROTHY JEAN WILSON of Manor Farm,
East Winch, Norfolk and JOHN McNEIL WILSON of Chestnut Farm, West Beckham,
Norfolk ("the Second Owners") of the fourth part

WHEREAS:-

(1) The First Owner is the owner in fee simple of the land shown edged red on the
attached plan numbered 1 with the exception of the part thereof tinted orange
("the First Owners Land")

(2) The Second Owners are the owners in fee simple of the land shown tinted
orange on the Plan numbered 1 ("the Second Owners Land")

(3) 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
(4) Application has been made to the County Council (reference C/2/2007/2005) in accordance with the Act and the orders and regulations for the time being in force thereunder for planning permission to develop the First Owners Land and the Second Owners Land by the extraction of minerals with continued use of processing area and re-phasing of operations ("the Development")

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

(6) The obligations created by this Deed are enforceable by the County Council

NOW 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 Developer the First Owner and the Second Owner hereby jointly and severally covenant with the County Council that in the event of planning permission ("the Permission") being granted for the Development it will not cause or permit the First Owners Land or the Second Owners Land (together referred to as "the Land") to be used for the purpose of the Development unless:-

   (i) in relation to vehicles operated by the Developer the First Owner or the Second Owner or under their direct control all such vehicles visiting the Land or operating from the Land:-

   (a) approach and leave the Land via the route shown in yellow ("the Yellow Route") on the plan, numbered 2, annexed hereto and
(b) at no time use the roads shown coloured green on the attached plan, numbered 2 ("the Green Roads")

(ii) in relation to vehicles not operated by the Developer the First Owner or the Second Owner or under their direct control the following steps have been taken with a view to ensuring so far as possible that the drivers of such vehicles approach and leave the Land via the Yellow Route and do not use the Green Roads namely:

(a) there are affixed and displayed and maintained on the Land signs such as have been previously 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 as experience shall suggest to the County Council (including any modifications additions or subtractions to those first or subsequently approved by the County Council)

(b) that the Developer and the First Owner communicate in writing with persons whose vehicles from time to time regularly visit the Land informing them of the Yellow Route and the Green Roads and requesting that their vehicles abide by the terms of this Agreement and follow it at all times when visiting or leaving the Land. The method and frequency of such communication shall be at the discretion of the Developer the First Owner and the Second Owner but shall be such as is reasonably designed to promote co-operation with the use of the Yellow Route and the prohibition on the Green Roads and the method and frequency of such communications actually employed by the Developer the First Owner and the Second Owner shall be disclosed by the Developer the First Owner and the Second Owner to the County
Council from time to time if and when and as and when required in writing by the County Council

3. The First Owner and the Developer further covenant with the County Council that:

(i) within 6 months from the date of the Permission it shall submit to the County Council for approval a scheme ("the Scheme") for the management of the Land as a nature conservation area and the Second Owners Land as a nature conservation area and as a source of water for abstraction for spray irrigation and the Scheme shall be operated for a minimum of 20 years from the end of the statutory aftercare period or the completion of operations on the Land which ever is the latter

(ii) the Scheme will incorporate measures to ensure there are no conflicts between the interests of fishing and nature conservation and if areas of specific nature conservation interest develop within areas designated for fishing on the attached Plan No: P936-30 fishing will be precluded from these areas

(iii) a liaison group ("the Group") will be formed to monitor the ongoing restoration and future management of the site with particular regard to nature conservation issues. The Group shall be formed within 3 months of the date of the Permission and shall consist of representatives of the Developer the First Owner the Second Owners, the County Council Natural England and the Norfolk Wildlife Trust or any other body agreed between the parties hereto
(iv) the Group shall meet at least once in any 12 month period and 14 days prior notice of meetings shall be given to members of the Group

(v) any amendments to works of restoration of the Land or to the Scheme shall be agreed between the Developer, the First Owner, the Second Owners and the County Council

(vi) they will at the expense of the First Owner monitor the conservation interest of the site on an annual basis and maintain records to ascertain the success of the restoration (This monitoring work will concentrate primarily on the ornithological and botanical interest but will include other aspects such as Lepidoptera and Odonata as these interests develop)

(vii) that all appropriate measures will be undertaken to protect the River Nar SSSI with particular regard to the control of pollution

4. The Second Owners covenant with the County Council that they will comply with the Scheme approved under clause 3(i) and the provisions contained in clause 3 hereof so far as it relates to the Second Owners Land

5. The First Owner and the Second Owner further covenant with the County Council that within 1 year following the completion of the working of the Land they will allow public access to their respective lands by laying out and dedicating a public footpath to the satisfaction of the County Council in the position shown coloured yellow on the attached Drawing No: P936.29

6. The First Owner and the Second Owner further covenant with the County Council that:-
(i) from the date of the Permission it will not exercise or cause or permit to be exercised the previous planning permissions relating to their respective lands under references:-

FL 797  FL3511  FL3768  FL3818
2/88/1335  2/89/3673  2/81/0673
2/87/2333  2/86/3039  2/88/0822
D/92/2001  2/81/0673  2/81/2769

("the Previous Permissions") insofar as they affect the Land

(ii) They will not oppose the revocation of the Previous Permissions without the payment of compensation

7. (i) 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 or the parties who have authority to settle the same

(ii) If the matter has not been resolved by negotiations the matter shall be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by a person nominated by the Executive Director of the Institute of Ecology and Environmental Management

8. This document is executed as a deed and is delivered on the date first before written
9. The expressions ‘the County Council’ and ‘the First Owner’ and ‘the Second Owners’ shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act

IN WITNESS whereof the County Council and the Owners have affixed their respective Common Seals the day and year first before written

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

[Signature]

Head of Law

THE COMMON SEAL of MIDDLETOWN AGGREGATES LIMITED was hereunto affixed in the presence of:-

[Signature]

Director

Secretary

THE COMMON SEAL of CITRUS INVESTMENTS LIMITED was hereunto affixed in the presence of:-

[Signature]

Director

Secretary
SIGNED as a Deed by
ARThur ROBERT WILSON
In the presence of

SIGNED as a Deed by
EDITH ELIZABETH MARY WILSON
In the presence of

SIGNED as a Deed by
DOROTHY JEAN WILSON
In the presence of

SIGNED as a Deed by
JOHN McNEIL WILSON
In the presence of

P.A. John
3 Hunt Lane
Bodham
NR25 6JF