

THIS AGREEMENT is made the _____ day of _____ Two Thousand and Fifteen

BETWEEN

- 1 **THE COUNTY COUNCIL OF SURREY** of County Hall Kingston Upon Thames KT1 2DN (“the County Council”) of the first part and
- 2 **BRETT AGGREGATES LIMITED** (Co. Reg. No. 316788) whose registered office is at 150 Aldersgate Street London EC1A 4AB (“the Owner”) of the other part

WHEREAS:-

- (1) The County Council is the minerals planning authority for the purposes of the Town and Country Planning Act 1990 as amended for the area in which the Land is situated and by whom the obligation is enforceable
- (2) The Owner is registered at the Land Registry as proprietor with Absolute Title under title number SY395436 of part of the Land and with Absolute Leasehold Title under title number SY792898 of part of the Land
- (3) The Owner has submitted the Application to the County Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed
- (4) The County Council acting by its Planning and Regulatory Committee resolved on 7 January 2015 to grant the Planning Permission subject to the prior completion of this Deed
- (5) The County Council as mineral planning authority having regard to the provisions of the Surrey Development Plan (including the Surrey Minerals and Waste Development Framework documents) and to all other material considerations wishes to restrict and regulate the development hereinbefore mentioned in the manner and to the extent hereinafter specified
- (6) Pursuant to the provisions of section 106 of the Town and Country Planning Act 1990 as amended the parties hereto have agreed to enter into this Deed on the terms and conditions hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

- 1 In this Deed the following words and expressions shall where the context so requires or admits have the following meanings:

Application	the application for planning permission submitted to the County Council and allocated reference number SP12/01132
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Commencement of the Development	the carrying out of a material operation as defined in Section 56(4) of the Town and Country Planning Act 1990 pursuant to the Planning Permission on the Land save that the following works shall not comprise Commencement of the Development: works of site clearance and demolition ground investigation and/or site survey work archaeological investigation works of decontamination or remediation below ground works the laying, construction and connection of drains and other services the carrying out of service diversion or installation works any work to or in respect of statutory utilities equipment
Development	the Extraction of sand and gravel and restoration to landscaped lakes for nature conservation after-use at Manor Farm, Laleham and provision of a dedicated area on land at Manor Farm adjacent to Buckland School for nature conservation study; processing of the sand and gravel in the existing Queen Mary Quarry (QMQ) processing plant and retention of the processing plant for the duration of operations; erection of a concrete batching plant and an aggregate bagging plant within the existing QMQ aggregate processing and stockpiling areas; installation of a field conveyor for the transportation of mineral and use for the transportation of mineral from Manor Farm to the QMQ processing plant; and construction of a tunnel beneath the Ashford Road to accommodate a conveyor link between Manor Farm and QMQ for the transportation of mineral described in the Planning Permission
Land	the land described in Schedule 1
Landscape and Ecological Management Plan	a plan based on the Restoration Management and Maintenance Plan dated March 2012 contained in Appendix 7.1 of the Planning Supporting Statement the required content of which is set out in Annex 3
Manor Farm Land	the land shown hatched black on the Plan
Plan	the plan annexed hereto as Annex 1

Planning Permission the full permission granted by the County Council pursuant to the Application a draft of which is annexed as Annex 2

Planning Supporting Statement the statement dated July 2012 submitted in support of the Application

Queen Mary Reservoir Land the land shown edged blue on the Plan

Queen Mary Quarry Permissions the permission references SP07/1275 and SP13/01239/SCC and the permission references , SP07/1273, and SP13/01238/SCC for development on the Queen Mary Reservoir Land and any further permissions issued subsequently under section 73 Town and Country Planning Act 1990

Working Day any day apart from Saturday afternoons after 1300 hours, Sunday and any statutory bank, public, or national holiday

2 INTERPRETATION

- 2.1 Where in this Deed reference is made to a clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital to or in the case of a plan attached to this Deed
- 2.2 Reference in this Deed to singular shall include plural and vice versa
- 2.3 Reference in this Deed to male shall include the female and vice versa and words denoting actual persons include companies corporations and firms and all such word shall be construed as interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it

- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the County Council the successors to its statutory functions

3 STATUTORY POWERS

- 3.1 This Deed is a planning obligation made in pursuance of Section 106 of the Town and Country Planning Act 1990 as amended Section 111 of the Local Government Act 1972 and of all other enabling powers
- 3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Town and Country Planning Act 1990 and are enforceable by the County Council as local planning authority

4 CONDITIONALITY

- 4.1 This Deed is conditional upon the grant of the Planning Permission and the Commencement of Development save for the provisions of clauses 2, 3 ,4, 7.1, 7.3, 10 and 11 which shall come into effect immediately on completion of this Deed

5 OWNER COVENANTS

- 5.1 The Owner hereby covenants for itself and its successors in title with the County Council as set out in Schedule 2 to this Deed

6 COUNTY COUNCIL COVENANTS

- 6.1 The County Council covenants with the Owner as set out in Schedule 3 to this Deed

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the County Council on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation preparation and execution of this Deed
- 7.2 The parties agree that unless expressly stated to the contrary nothing in this Deed shall create any rights in favour of a person pursuant to the Contracts (Rights of Third Parties) Act 1999
- 7.3 This Deed shall be registrable as a Local Land Charge
- 7.4 Where the agreement approval consent or expression of satisfaction is required by the Owner from the County Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by its planning manager
- 7.5 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with possession with its interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with possession
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

8 **WAIVER**

- 8.1 No waiver (whether expressed or implied (by the County Council or any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9 **CHANGE IN OWNERSHIP**

- 9.1 The Owner agrees to give the County Council immediate written notice of any change in the freehold or leasehold interest in the Land occurring before all of the obligations under this Deed have been discharged such notice to give details of the relevant transferee/lessee's full name and registered office(if a company or usual address if not) together with the area of the Land transferred or leased by reference to a plan

10 **GOVERNING LAW**

- 10.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales

11 **DELIVERY**

- 11.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

SCHEDULE 1

All those parcels of land known as land at Manor Farm Ashford Road and Worple Road Laleham Staines Surrey and land at Queen Mary Quarry West of Queen Mary Reservoir Ashford Road Laleham Staines Surrey as are shown edged red on the Plan

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SCHEDULE 2

Owner's covenants

The Owner with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the County Council as follows:

Part 1: Landscape and Ecological Management Plan

- 1 Within 12 months of the grant of the Planning Permission to submit the Landscape and Ecological Management Plan in relation to the Manor Farm Land to the County Council for approval
- 2 Not to Commence the Development until the Landscape and Ecological Management Plan has been approved
- 3 No management of the Manor Farm Land shall take place other than in accordance with the approved Landscape and Ecological Management Plan unless otherwise agreed in writing by the County Council
- 4 To submit a review of the Landscape and Ecological Management Plan to the County Council for approval on the fifth anniversary of the completion of the five year aftercare as prescribed by condition [] of the Planning Permission and on every fifth anniversary thereafter
- 5 To manage the Manor Farm Land in accordance with the approved Landscape and Ecological Management Plan (as amended by review as appropriate) for a period of 20 years following the completion of the five year aftercare as prescribed by condition [] of the Planning Permission

Part 2: Vehicle Movements

- 1 Not to permit the total number of heavy goods vehicle movements generated by the Development when measured in combination with the heavy goods vehicle movements associated with the developments permitted under the Queen Mary Quarry Permissions to exceed 300 (150 two way movements) on any Working Day
- 2 To maintain the accurate daily records of the number of heavy goods vehicles associated with the Development and the developments permitted by the Queen Mary Quarry Permissions and make such records available to the County Council on request.

SCHEDULE 3

County Council's Covenants

The County Council covenants with the Owner

- 1 That it will use reasonable endeavours to issue the Planning Permission within 5 Working Days hereof
- 2 Where in this Deed there is a requirement for the County Council to give approval the County Council will at all times act reasonably and without delay in expressing, giving, withhold or refusing (as the case may be) such approval
- 3 Upon written request from the Owner at any time after any obligation(s) pursuant to this Deed has been fulfilled and upon being supplied by the Owner with appropriate evidence thereof to issue a letter confirming the release in respect of that obligation within two (2) months after the date on which it receives the request PROVIDED THAT such request(s) shall not be made more than once in any period of three (3) months.

ANNEX 1

(The Plan)

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ANNEX 2

(Draft Planning Permission)

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ANNEX 3

Requirements of the Landscape and Ecological Management Plan

A plan which will describe how the Manor Farm Land will be managed and which will include the following

- 1 a scheme of habitat management to enhance the continuing establishment and long term health of the areas of grassland, grassland and willow scrub, hedgerows, trees, island tree planting, reed beds, marginal planting and conservation study areas all as shown on Restoration Detail Plan PA13 Rev B (submitted as part of the Planning Supporting Statement).
- 2 provision for landscape and ecological interests including the control of birds in accordance with the bird hazard management plan approved pursuant to condition [] of the Planning Permission
- 3 details of the framework, including resources, in place to implement the Landscape and Ecological Management Plan
- 4 details of arrangements to monitor the effectiveness of the Landscape and Ecological Management Plan
- 5 provisions for the establishment of a management group comprising the Owner and the County Council and any other person or body who in the opinion of the County Council should be included to monitor the progress of implementation of the Landscape and Ecological Management Plan
- 6 details of the arrangements and format of annual meetings of the management group to review the tasks undertaken to implement the Landscape and Ecological Management Plan in the previous year and to agree those to be undertaken in the following year

IN WITNESS WHEREOF the County Council has hereunto affixed its Common Seal in the presence of the persons mentioned and the authorised representatives of the parties have executed this agreement as their Deed the day and year first before written

**THE COMMON SEAL of
SURREY COUNTY COUNCIL**

was hereunto affixed
in the presence of:-

Authorised Person

EXECUTED AS A DEED by

BRETT AGGREGATES LIMITED

acting by its director

Director

in the presence of:-