

DATED

24th January

1997

THE NOTTINGHAMSHIRE COUNTY COUNCIL

- and -

B G L LANDFILL LTD

A G R E E M E N T

pursuant to Section 106 of the
Town & Country Planning Act 1990
(as amended) and Section 111 of the Local
Government Act 1972 and any other enabling powers.

DATA PROTECTION

County Secretary,
County Hall,
West Bridgford,
Nottingham.
NG2 7QP

SEC11LBA.AG1

PLANNING
28 JAN 1997
DEVELOPMENT CONTROL

THIS DEED OF AGREEMENT is made the
twenty fourth day of January One thousand
nine hundred and ninety ~~six~~ seven BETWEEN THE
NOTTINGHAMSHIRE COUNTY COUNCIL ("the County Council") of
the one part and B G L LANDFILL LIMITED Registered
No.3086010 who registered office is situated at Baggeley
House Baums Lane Mansfield Nottinghamshire NG18 2RA ("the
Owner") of the second part

WHEREAS:-

- (1) The Owner possesses a freehold estate in all that piece or parcel of land comprising part of the Former Moorgreen Colliery situate to the rear of Eastwood Hall Mansfield Road Eastwood ("the Application Site") delineated for the purposes of identification only on the plan marked A ("Plan A") attached to this Agreement and thereon shown edged red
- (2) The County Council is the County Planning Authority and the Highway Authority and the Mineral Planning Authority for the County of Nottingham
- (3) The County Council is a Local Planning Authority as defined in Section 1(3) of the Town and Country Planning Act 1990
- (4) H BAGGALEY submitted a planning application (Reference No.5/02/94/0325) on the 13th day of May One thousand nine hundred and ninety-four (the Application) as amended respectively by details received both on 17th February 1995 and 23rd March 1995 to the County Council for permission ("the Permission) to reclaim the former colliery lagoon forming part of the Application Site ("the Application Site") by engineering works including infilling ("the Development")
- (5) The County Council in consideration of the Owner agreeing to enter into this Agreement and observe and comply with the obligations set out herein raise no objections to the Application
- (6) The terms "the County Council" shall where the context so admits include their successors and assigns and the term the Owner shall where the context so admits

include its respective successors and assigns to the Application Site

(7) In this Agreement the term "the Director" shall mean as appropriate the Director of Planning and Economic Development or of Construction and Design of the County Council and shall be deemed to include any nominee of the Director

(8) The word "costs" when used in this Agreement shall include the following:-

(a) Solicitors costs in preparing and executing this Agreement (and which shall include any solicitors costs in connection with the preparation and execution of this Agreement and incurred by the County Council before the date of this Agreement)

(b) All costs charges expenses and overheads properly incurred by the County Council arising out of inspection and enforcement in connection with the lorry routing provision of this Agreement

(c) The proper and reasonable cost of processing all Orders made necessary by the Development

(9) Words importing the singular also include the plural and vice versa where the context so requires

N O W THEREFORE THIS AGREEMENT WITNESSETH as follows:-

1. (a) **THIS** Agreement (and each covenant contained herein) is made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 111 of the Local Government Act 1972 and all other enabling powers and each covenant contained herein relates to the Application Site

(b) This Agreement is a planning obligation for the purposes of Section 106 Town and Country Planning Act 1990 (as amended)

(c) The County Council is for the purposes of Section 106(9) of the Town and Country Planning Act 1990 (as amended) the Local Planning Authority by whom this planning obligation may be enforced

(d) Each covenant contained herein relates to the Application Site

(e) If the Permission shall expire before the Development is begun within the meanings of Sections 91 92 and 93 of the Town and Country Planning Act 1990 or otherwise withdrawn or modified without the consent of the Owner or its successors in title this Agreement shall cease to have effect

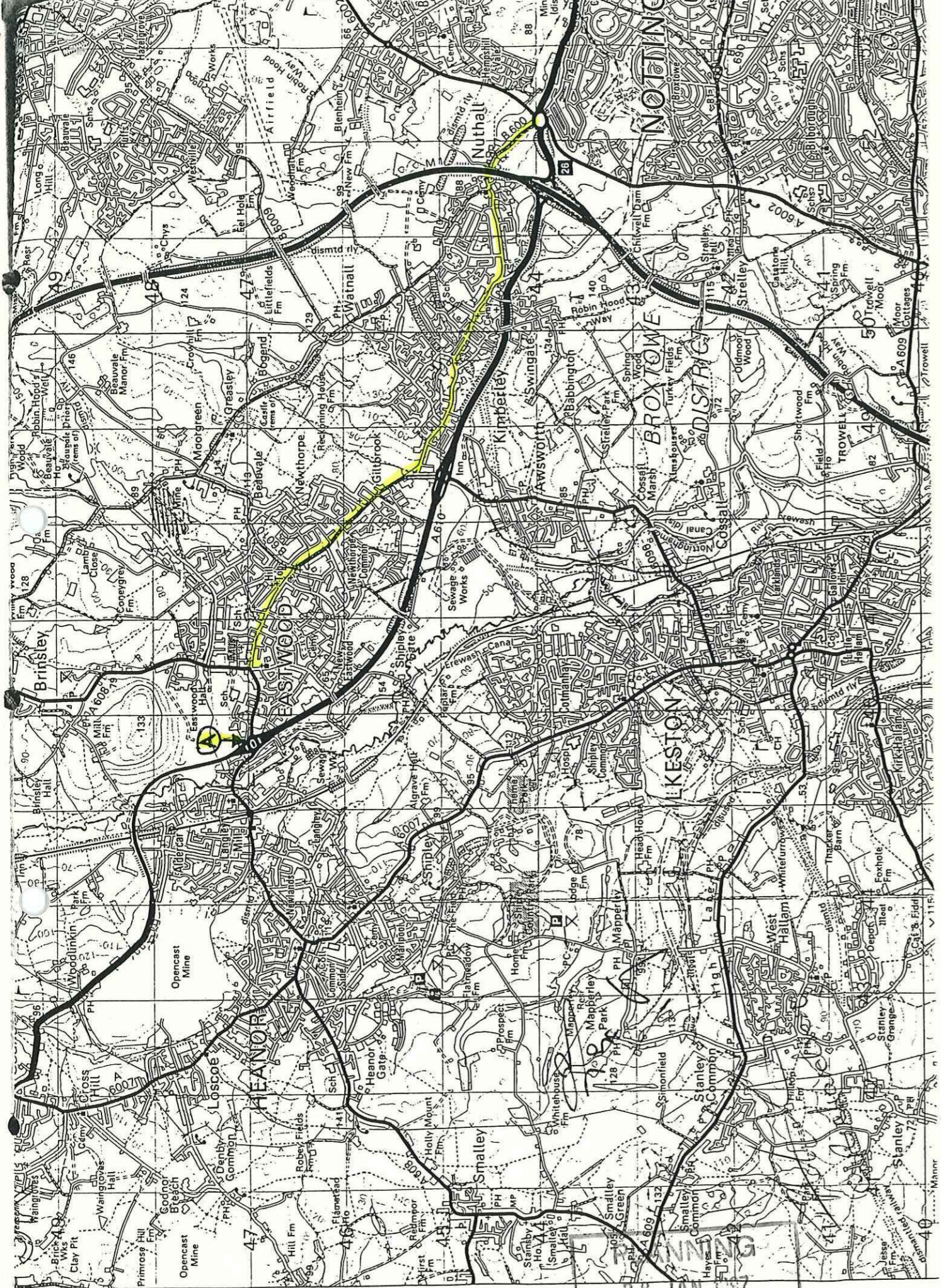
2. THE Owner hereby covenants with the County

Council:-

(a) That the Owner will pay to the County Council all reasonable costs incurred by the County Council and arising out of this Agreement and in particular (but not to the exclusion of any other costs incurred by the County Council) any reasonable costs incurred by the County Council as defined in Recital 8 hereof within 30 days of the submission of an account relating thereto by the Director to the Owners Director to be made within the Application Site and to the highway made necessary wholly and exclusively by the Development

(b) Pursuant to Section 111 of the Local Government Act 1972 to undertake that from the date that the Development begins the Owner will issue or cause to be issued directives to all drivers of HGV traffic under the direct control of the Owner or otherwise (that is any goods vehicle which have a gross vehicle weight exceeding 7.5 tonnes) which approach the Application Site from the South to travel to and from the Application Site only by way of the A610 to its junction with Derby Road Eastwood (Junction A on Plan B attached hereto) and not to use the route or any part of the route marked in yellow on plan B hereto leading through Eastwood Kimberley and Nuthall without the prior written approval of the Director of Planning and Economic Development and the Owner covenants to use all reasonable endeavours to ensure compliance with such directives and such best endeavours to include:-

(i) The inclusion of such requirements within its conditions of contract with all parties employing HGV traffic to travel to and from the Application Site

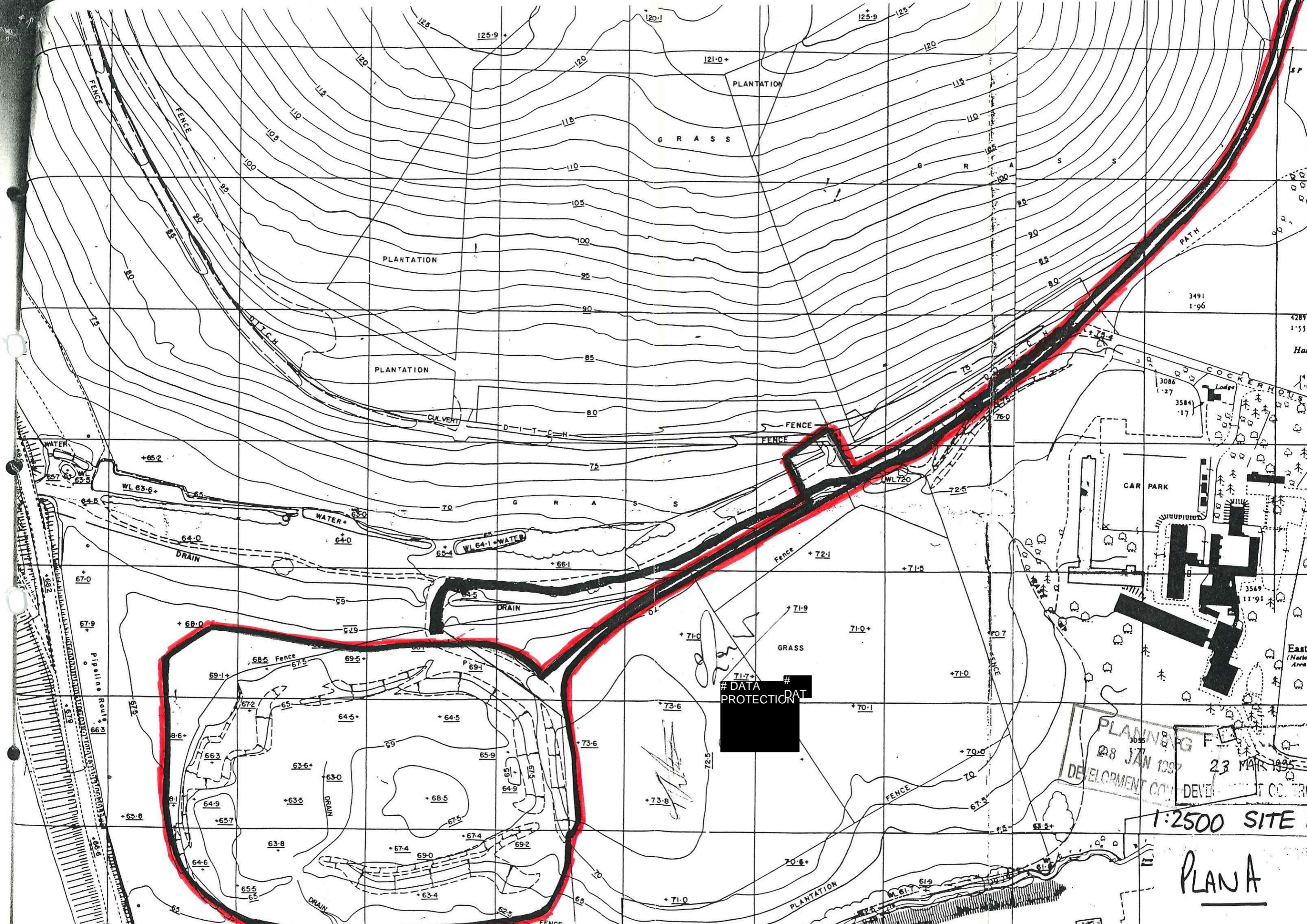


AMBER VALLEY DISTRICT

Lat 53° N
Scale 1:60,000
6 km or 4 miles

DEVELOPMENT CONTROL

PLAN B.



DATA PROTECTION DAT

PLANNING FEEDBACK
28 JAN 1997 23 MAR 1995
DEVELOPMENT CONTROL

1:2500 SITE PLAN

PLANA

(ii) the enforcement of such contractual requirements where breaches come to the attention of the Owner and such action not excluding the termination of such contracts where applicable
(iii) to inform the Council when required of the steps the Owner has taken in accordance with this clause

(iv) the issuing to HGV drivers employed by the Owner of a map indicating the route to be used (and also any prohibited routes) and a written and verbal warning that failure on the part of such drivers to comply with the directives (except in emergency) will result in disciplinary action by the Owner

(c) Pursuant to Section 111 of the Local Government Act 1972 to take all such steps as are proper and necessary (which shall include the provision and maintenance of any requisite suitable signs and notices) at such locations as the Director shall reasonably require

(d) That upon the sale or any other disposition by the Owner of any interest in the Application Site hereinbefore referred to or any part thereof is shall procure that the person taking under such disposition shall enter into direct covenants with the County Council in the terms of clause 2 hereof and will also provide the County Council with notice in writing of any such proposed disposition and with details of the parties thereto at least 28 days before such disposition take place PROVIDED HOWSOEVER such information shall be treated as confidential by the County Council until such disposition has been completed and PROVIDED FURTHER that the Deed affecting any such disposition shall include a covenant on the part or persons taking under the disposition that upon any subsequent sale or other disposition there shall be included identical covenants with those contained in this clause

(e) The Owner further covenants with the County Council that once the Application Site has been restored in accordance with the terms of the planning permission

hereinbefore referred to (excluding the Aftercare Period) the Owner shall then formally dedicate to the County Council the proposed rights of ways provided for in the approved restoration details as public rights of way

4. IT IS HEREBY AGREED AND DECLARED between the County Council and the Owner that:-

(a) If the Owner fails to pay the whole of the sums due pursuant to Clause 2 hereof within 30 days of the submission of a final account or demand as the case may be then the amount outstanding shall bear as liquidated damages interest calculated at the Midland Bank Base Lending Rate applicable at the date plus 4% for the period from the submission of the final account or demand as the case may be to the date of the County Council recovers the amount outstanding from the Owner

(b) This Agreement is conditional on the granting of planning permission for the Development

(c) Save in respect of the County Council's costs aforesaid the provision hereof (unless otherwise provided for) shall be of no effect before the date on which the Owner serves notice of its intention to begin the Development or in default of such notice begins the Development by carrying out a "material operation" as defined in Section 56(4) of the Town and Country Planning Act 1990

(d) In the event of any dispute or difference arising between the parties hereto touching on or relating to any of the matters contained in any part of this Agreement the same shall be referred to arbitration by an Arbitrator to be nominated at the request of any of the parties by the President or failing that the Vice-President for the time being of the Chartered Institute of Arbitrators and such reference shall be deemed to be a reference to arbitration pursuant to the Arbitration Acts 1979 - 1996 and any statutory modification or re-enactment thereof for the time being in force

(e) Save for any antecedent breach no person shall be liable for any breach of the covenants restrictions or

obligations contained in this Agreement occurring after they have parted with their interests in the Application Site or the parts in respect of which such breaches occur

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

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

Data Protection

Authorized Signatory



NO. IN
SEAL
REGISTER
19037

~~THE COMMON SEAL of B G L)
LANDFILL LTD was hereunto)
affixed in the)
presence of:-)~~

Director

Secretary

DATA PROTECTION

DIRECTOR
Data Protection

DIRECTION

*Signed as a Deed
by B.G.L. Landfill
limited acting by
Two Directors*

Memorandum



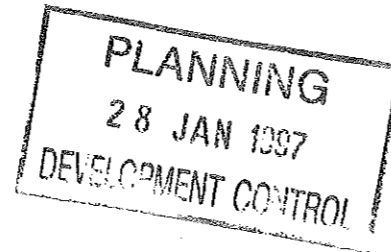
From County Solicitor

Your Ref
Our Ref HD/AV/01349
Please Ask For # DATA PROTECTION
Direct Line/Ext
Date 27 January 1997

Dept

To The Department of Planning
& Economic Development
Development Group

FAO # DATA
PROTECTION



SECTION 106 AGREEMENT - MOORGREEN COLLIERY LAGOON, EASTWOOD.

I refer to previous correspondence in connection with the above and to my Assistant, # DATA PROTECTION telephone conversation with your # DATA on 24 January 1997 indicating that the Agreement had been completed and that you should proceed to issue planning permission as soon as possible. # DATA acting on behalf of B G L Landfill Ltd, is aware that # DATA is engaged in a Public Enquiry for the next three weeks but would nevertheless like to see the planning permission issued without any undue delay.

Please confirm to me when you have issued the planning permission.

Also enclosed for your attention is a copy of the completed Agreement.

Data Protection

County Solicitor

Encl.