

DATED 25th May.....2016

TARMAC AGGREGATES LIMITED

TO

STAFFORDSHIRE COUNTY COUNCIL

UNILATERAL UNDERTAKING

PURSUANT TO S.106 OF THE

TOWN AND COUNTRY PLANNING ACT 1990

(AS AMENDED)

IN RELATION TO LAND AT WALLEY'S QUARRY

SILVERDALE STAFFORDSHIRE

**The Scheme of Conditions, as modified by the County Council, related to the periodic review of mineral planning permission IDO/N/1 on land at Walley's Quarry, Cemetery Road, Silverdale, Newcastle under Lyme (application ref. N.12/09/216 MW)**

This PLANNING OBLIGATION by UNDERTAKING is dated  
.....*25th May*..... 2016 and is given by:

TARMAC AGGREGATES LIMITED (Company Registration Number 00297905) whose registered office is situate at Portland House, Bickenhill Lane, Solihull, Birmingham B37 7BQ ("the Owner")

to:

STAFFORDSHIRE COUNTY COUNCIL, Staffordshire Place 2, Tipping Street, Stafford, ST16 2DH ("the Council")

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

1.1 In this Deed the following expressions shall have the following meanings:

**"the 1990 Act"** means the Town and Country Planning Act 1990 (as amended)

**"Council's Monitoring Fee"** means the monitoring fee of £437.50 payable to the Council towards the costs of administering and monitoring the obligations contained within this Agreement

**"Decision Notice"** means the decision by the Council to approve the ROMP Application as modified by the Council, and any subsequent variation to the planning conditions permitted by the Decision Notice, as approved by the Council

**"Development"** means the development of the Site pursuant to and in accordance with the Decision Notice

**"Final Restoration Plan"** means the final restoration plan approved by the Council in accordance with the requirements of the Decision Notice

**"Liaison Committee"** means the Walley's Quarry Landfill Liaison Committee

**"Plan 1"** means the plan attached to this Agreement at Schedule 1

"Plan 2" means the plan attached to this Agreement at Schedule 2

**"the Original Agreement"** means the Section 106 Legal Agreement signed on 15 July 1998 pursuant to Planning Consent Reference IDO/N/1

**"Restoration and Aftercare Scheme"** means the restoration and aftercare scheme approved by the Council in accordance with the requirements of the Decision Notice

**"ROMP Application"** means the application for the determination of the Scheme of Conditions (new planning conditions) submitted to the Council on 8 November 2012 under application reference: N.12/09/216MW

**"Site"** comprises the land edged in red on Plan 1 in Schedule 1

**"Site Layout Plan"** means the Site Layout Plan approved by the Council in accordance with the requirements of the Decision Notice

WHEREAS

- (1) The Owner is the freehold owner of the Site with title absolute at HM Land Registry under title number SF139741.
- (2) The Council is the Local Minerals and Waste Planning Authority for the purposes of the 1990 Act for the area in which the Site is situated and as such is the local planning authority entitled to enforce the planning obligations hereinafter recited.
- (3) The Owner has submitted the ROMP Application for the Site to the Council.
- (4) This Deed is entered into to make provision for regulating matters in connection with the Development that cannot be regulated by a planning condition attaching to any grant of planning permission and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead.
- (5) Plan 2 shows the area of land which was included in the ROMP Application to the Council edged red, whereas the covenants in this Undertaking are being given in respect of the land which is shown edged red on Plan 1.



1.2 In this Deed:-

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;
- 1.2.3 the reference to any statute or section of a statute includes 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;
- 1.2.4 any reference to a clause, a paragraph or a schedule is unless the content otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 the obligations contained in this Deed may be enforced by the Council against the Owner
- 1.2.7 references to the Owner shall include its successors in title and to any person deriving title through or under that party and references to the Council shall include the successors to its functions as Local Minerals and Waste Planning Authority;
- 1.2.8 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

**2. EFFECT OF THIS DEED**

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act and takes effect from the date hereof. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 2 Local Government Act 2000 and all other enabling powers.

2.3 This Undertaking is enforceable by the Council.

### 3. CONDITIONALITY

3.1 This Deed is conditional upon the issue of the Decision Notice.

### 4. OWNER'S COVENANTS

4.1 The Owner for themselves and their successors in title so as to bind the Site and every part thereof hereby covenants and undertakes with the Council to observe and perform the covenants restrictions stipulations and obligations contained in the Schedules hereto.

### 5. MISCELLANEOUS

5.1 The Owner hereby warrants that it has a legal interest in all elements of the Site.

5.2 This Deed shall be registered as a local land charge.

5.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisos herein on any person who is not a party hereto or a successor in title to such a party or a statutory successor to the Council.

5.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Owner:

For the attention of the Company Secretary, Portland House, Bickenhill Lane, Solihull, Birmingham B37 7BQ.

In respect of the Council:

For the attention of the Director of Strategy, Governance and Change, Staffordshire Legal Services, Staffordshire County Council, 2 Staffordshire Place, Tipping Street, Stafford, ST16 2DH.

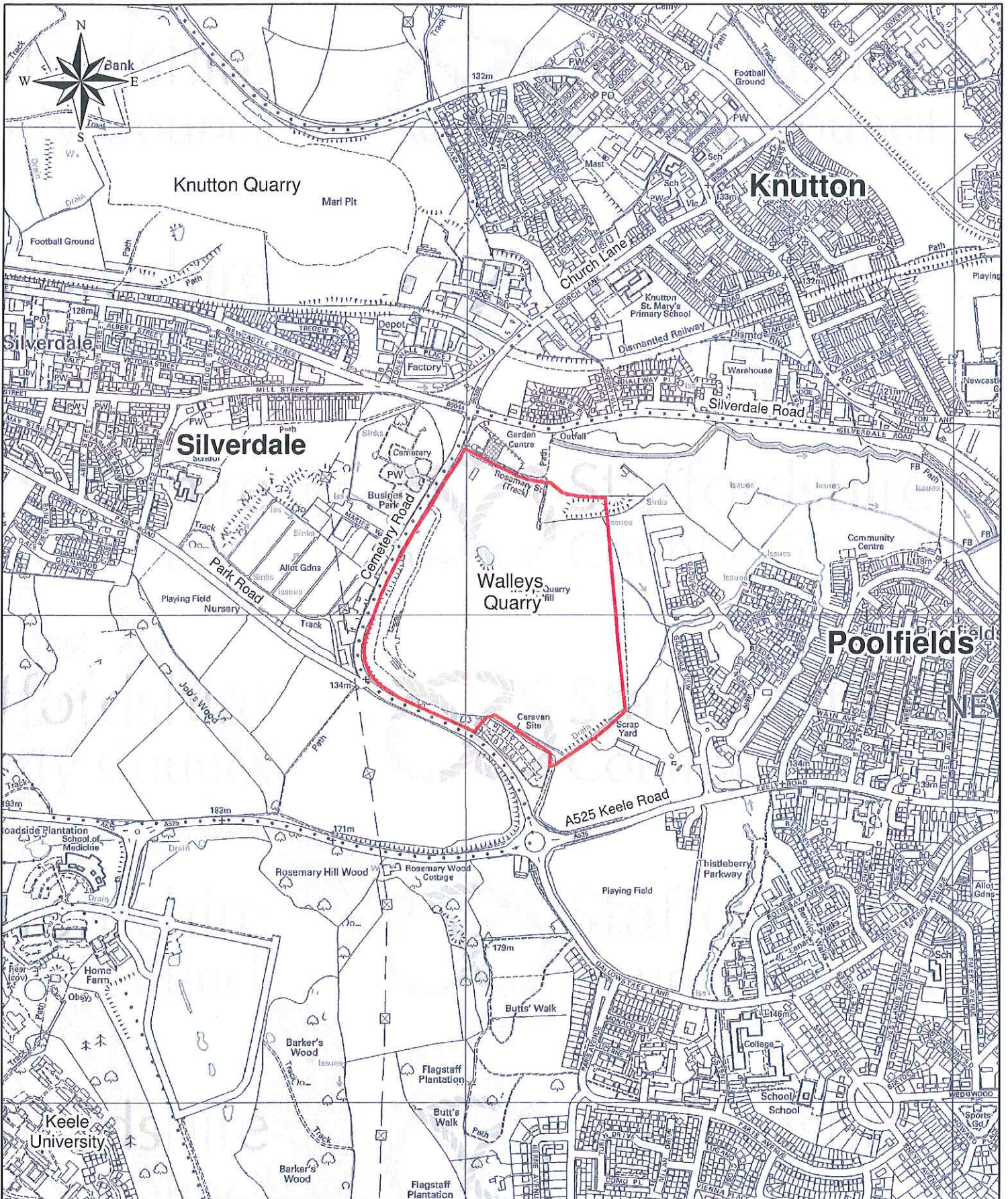
5.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 5.6 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Decision Notice or as restricting the exercise by the Council of any powers exercisable by it under the 1990 Act or under any other Act or authority.
- 5.7 No waiver whether express or implied by the Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing the relevant obligations or from acting upon any subsequent breach or default.
- 5.8 Without prejudice to the Council's statutory rights the Owner hereby grants to the Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed subject to the Council making good any damage caused thereby.
- 5.9 No person shall be liable to perform any covenant or obligation made or given under this Deed once he has parted with all his interest in the Site PROVIDED THAT liability will remain for any breach occurring prior to parting with such interest.
- 5.10 Except as modified by this Deed the Original Agreement shall remain in full force and effect.
- 5.11 The Owner shall pay to the Council on the signing of this Deed the Council's reasonable legal costs incurred in the negotiations, preparation, execution of this Deed.
- 5.12 The Owner shall pay to the Council on the signing of this Deed the Council's Monitoring Fee.

## SCHEDULE 1

1. Plan showing extent of landholding covered under this Agreement





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**Staffordshire**  
**County Council**

Planning, Policy  
 & Development Control,  
 Staffordshire County Council,  
 No.1 Staffordshire Place,  
 Stafford, ST16 2LP.  
 Telephone 0300 111 8000

Plan to accompany Unilateral Undertaking relating to  
 Walleys Quarry, Cemetery Road, Silverdale,  
 Newcastle-Under-Lyme.

Date :13/04/16

O. S. 383086E  
 Grid Ref :346049N

Scale at A4 :1/10000

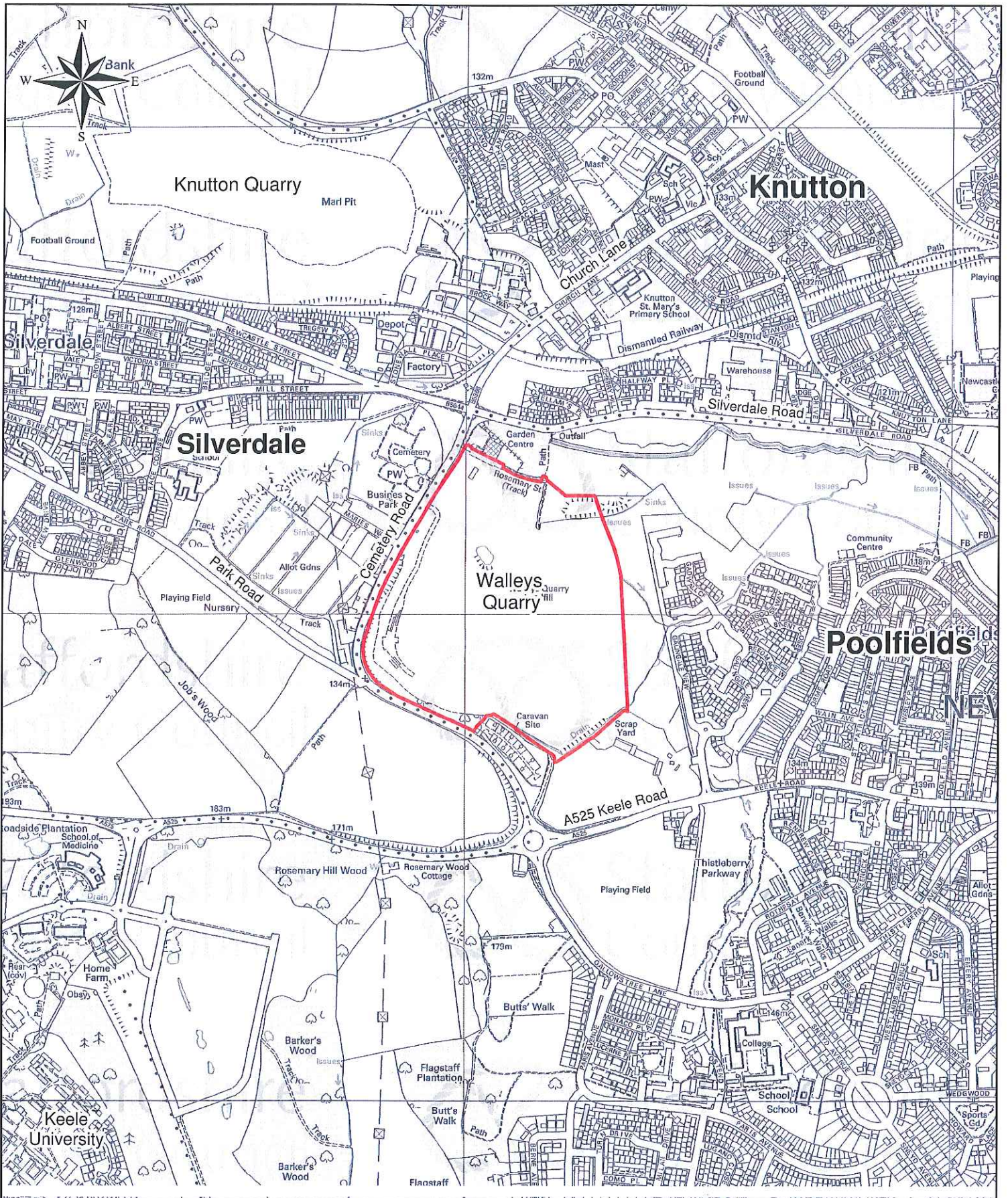
Ref : Plan 1



## SCHEDULE 2

1. Plan showing the area of land which was included in the ROMP Application to the Council





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 Stafford, ST16 2LP.  
 Telephone 0300 111 8000

Plan to accompany Unilateral Undertaking relating to  
 Walleys Quarry, Cemetery Road, Silverdale,  
 Newcastle-under-Lyme.

Date : 13/04/16

O. S.  
 Grid Ref : SJ.830 460

Scale at A4 : 1/10000

File : Plan 2



### SCHEDULE 3

#### USE OF WHEELWASH AND SHEETING AND CONTAINMENT OF WASTE

The Owner hereby covenants with the County as follows:

- 1.1 To ensure that any vehicles visiting the Site carrying waste or other materials for disposal that prior to exiting the Site such vehicles will be required to use the wheel wash or in the event the wheel wash is by virtue of mechanical fault or other unforeseen circumstance unavailable have their wheels and under body chassis cleaned so as to prevent any deleterious material being deposited on the public highway.
- 1.2 To ensure that waste or other materials brought to the Site for disposal will be sheeted or otherwise contained so as to prevent any deleterious material being deposited on the public highway.

## SCHEDULE 4

### REVIEW OF FINAL RESTORATION PLAN

The Owner hereby covenants with the Council as follows:

- 1.1 That no later than five years from the date of the Decision Notice and then at intervals of every five years thereafter:
  - 1.1.1 to review the latest approved Final Restoration Plan in consultation with interested parties including the Liaison Committee, and
  - 1.1.2 to submit a written report to the Council detailing the progress made in the restoration of the Site.
- 1.2 In the event that the approved Final Restoration Plan is revised following the regular review, then no later than six months following the approval of the revised Final Restoration Plan:
  - 1.2.1 to submit for written approval of the Council a detailed revised Restoration and Aftercare Scheme, taking into account the approved revisions to the Final Restoration Plan.



## SCHEDULE 5

### EXTENDED AFTERCARE

The Owner covenants with the Council as follows:

- 1.1 To implement the aftercare requirements contained in the latest approved Restoration and Aftercare Scheme for a period of fifteen years from the date of notification to the Council of the completion of restoration for any phase of landfill operations shown on the latest approved Site Layout Plan.

## SCHEDULE 6

### LIAISON COMMITTEE

The Owner covenants with the Council as follows:

- 1.1 To arrange for a Liaison Committee meeting to be held within three months of the date of the Decision Notice.
- 1.2 To make available suitable accommodation for the Liaison Committee to meet up and to convene such meetings of the Liaison Committee as are arranged during the period up to the cessation of the Development as defined in the Decision Notice.
- 1.3 The terms of reference for the Liaison Committee will be as set out in Schedule 7 to this Agreement.
- 1.4 Membership of the Liaison Committee will include:
  - 1.3.1 a maximum of four representatives on behalf of the Owner;
  - 1.3.2 two elected Councillors and two Officers on behalf of the Council;
  - 1.3.3 four elected Councillors and one Officer on behalf of Newcastle under Lyme Borough Council;
  - 1.3.4 one elected Councillor on behalf of Knutton Parish Council;
  - 1.3.5 one elected Councillor on behalf of Silverdale Parish Council;
  - 1.3.6 one representative on behalf of the Environment Agency; and
  - 1.3.7 three local residents who shall be appointed at the discretion of the Owner acting reasonably.



## SCHEDULE 7

### Liaison Committee Terms of Reference

The name of the Liaison Committee shall be the Walley's Quarry Landfill Liaison Committee.

The purpose of the Liaison Committee shall be to provide a forum for discussion, the exchange of information and the creation and maintenance of communication channels between the Owner and the local community.

The Liaison Committee shall receive progress reports from the Owner relating to any activities and operations on the Site, comments received by the Owner from the local community or from members of the Liaison Committee, and any remedial action taken or proposed to be taken in respect thereof.

The Liaison Committee shall consider any comments received and if necessary and where reasonably practicable, recommend appropriate action.

Any recommendations by the Liaison Committee shall be decided by a majority vote and for the avoidance of doubt only members of the Liaison Committee attending the meeting shall be eligible to vote.

The Liaison Committee shall be chaired by a person elected by the Liaison Committee. That person shall be a member of the Liaison Committee.

The Liaison Committee may, by majority vote of the members of the Liaison Committee attending the meeting, invite other organisations or individuals to address its meetings where their contribution would be relevant.

Meetings will be held at a frequency to be agreed by the Liaison Committee but at least two meetings shall be held each calendar year.

At the request of the Chair, additional meetings may be held provided that at least ten working days' notice has been given to the members of the Liaison Committee.

Agendas shall be prepared by the Owner for each meeting and circulated not less than five working days prior to the date of that meeting. Members of the Liaison Committee may propose additional items to be included on the agenda to the Owner up to two working days prior to the date of the meeting.

The meetings shall not be open to the public.

Minutes of the meeting shall be taken by a representative on behalf of the Owner or such other person as may be agreed by the Liaison Committee.

Minutes shall be circulated to all members of the Liaison Committee and attendees no later than ten working days after the meeting.

The minutes from each meeting shall be confirmed as an accurate record or amendments noted in the minutes of the following meeting.

The Liaison Committee shall have no executive authority or collective authority, no funding, and no access to records or information of the Owner which they consider to be commercially confidential.

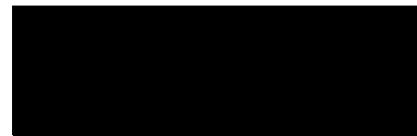
IN WITNESS whereof the parties hereto have executed his Deed but not delivered until the day and year first before written

Signed as a Deed by the Owner

~~The COMMON SEAL of~~  
TARMAC AGGREGATES LIMITED  
~~was hereunto affixed to this~~  
Deed in the presence of:-  
Director JEREMY GREENWOOD



Secretary



Tarmac Secretaries (UK) Limited