



Memo

P2098-04

Date 9th January 2007

From Assistant Chief Executive

My Reference AI/120/205

Extension 2755

To Development Control, Mercury House

Your Reference

cc. Local Land Charges

Finance Department
Attn: Corrinne Hollingsworth

S106 Monitoring, Joanna West

Admin Supervisor, Darren Rogers

Section 106 agreement: Spring Farm / Rainham Quarry

I enclose for your use a copy of the completed s.106 Agreement, deed of variation and access agreement on the above development. Please note that I have not been able to include all the plans referred to in the Agreement as I did not have spare copies.

The original of the Agreements have been sent for storage in the council's deeds vault. I will keep my file on the matter for at least the next 6 years.

As part of this unit's policy of seeking to improve its service to client departments, I also enclose a short assessment form which I would be obliged if you would spend a few minutes completing and returning to me.



Assistant Chief Executive

PP

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The Mayor and Burgesses of the London Borough of Havering

Brett Aggregates Limited

**Access agreement relating to land at
Rainham Quarry, Warwick Lane, Rainham, Essex**



39 St Margaret's Street
Canterbury
Kent CT1 2TX
Tel (01227) 763939
Fax (01227) 762829
Ref: RAW/BR0169/0535
E-mail: raw@furleypage.co.uk

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This deed

is made on 20 December 2006 between the following parties:

1. **The Mayor and Burgesses of the London Borough of Havering**
of Town Hall Main Road, Romford, Essex RM1 3BD
(Council)
2. **Brett Aggregates Limited**
(company registration number 00316788)
whose registered office is at St Paul's House, Warwick Lane, London EC4P 4BN
(Owner)

Recitals

- A. This Document is made pursuant to Section 106 and 106(A) of the Town and Country Planning Act 1990 as substituted by Section 12(1) of the Planning and Compensation Act 1991 and of all the other powers statutory or otherwise enabling the parties hereto in that behalf and this Document is made to the intent so as to bind (so far as may be) the Land and each and every part thereof into whosoever hands the same may come and is supplemental to the Agreement.
- B. The Owner is now the registered proprietor of Rainham Quarry in place of Aylett Gravel Limited.
- C. Clause 2(c) of the Agreement provides that the Owner may not continue to use or permit to be used the concrete batching plant and the mineral processing plant on the Land after the expiry of 7 years from 16 March 1995 or such extended period as may be agreed by the Parties unless:
 - (1) the Car Park has been constructed; and
 - (2) an agreement has been entered into by the Owner and the Council granting the general public access:
 - (A) to the Car Park daily between the hours of 0800 and 1800; and
 - (B) at all hours by way of physically defined and designated footpaths shown coloured green on the Plan and the bridleway shown coloured yellow on the Plan, once the woodland has become established in accordance with the landscaping proposals set out in the Planning Permission.
- D. The Car Park has been constructed by the Owner and the woodland has become established in accordance with the landscaping proposals set out in the Planning Permission.
- E. Clause 2(d) of the Agreement provides that the Owner may not continue to use or permit to be used the concrete batching plant and the mineral processing plant on the Land after the expiry of 10 years from 16 March 1995 or such extended period as may be agreed by the Parties unless an agreement has been entered into by the Owner and the Council granting:
 - (1) access to the general public daily at all hours by way of physically defined and designated footpaths shown coloured green on the Plan and the bridleway shown coloured yellow on the Plan, beginning from whichever is the later of the third anniversary of the planting of each particular woodland area or in the reasonable opinion of the Owner the establishment of the trees in accordance with the landscaping proposals set out in the Planning Permission; and

- (2) access to the lake by members of clubs or societies nominated from time to time by the Council, subject to the Owner's reasonable approval, daily between the hours of 0800 and 1800, such access to begin on completion of the Development, for the purpose of organised recreational activities, subject to the right of the Owner to charge members of the clubs and societies for the right to fish or enjoy any other reasonable use of the lake.
- F. The Parties have recently agreed to extend the period referred to in Recital C from 15 March 2005 to 15 June 2007.
- G. This Document constitutes and sets out the terms of the agreements referred to in Recitals C and E.

This deed witnesses

that in consideration of, among other things, the mutual promises contained in this deed, the Parties agree:

1. Definitions

In this Document:

Agreement:

- (a) means the agreement dated 16 March 1995 and made between the Council (1) and Aylett Gravel Limited (2) as varied by a Deed of Variation dated 22nd July 1997, embodying planning obligations under section 106 of the Town and Country Planning Act 1990 in relation to the Development; and
- (b) includes any other document amending, varying or supplementing that agreement;

Car Park means the car park shown coloured grey on the plan annexed to the Agreement;

Development means:

- (a) the Owner's development of the Land; and
- (b) its operations on the Land, permitted by the Planning Permission.

Document means this deed as amended, varied or supplemented from time to time;

Land means the land at Rainham Quarry that is the subject of the Agreement and is shown for the purpose of identification edged red on the Plan;

Parties means the Council or the Owner, according to the context;

Plan means the plan attached to this Document;

Planning Permission means:

- (a) the planning permission issued by the London Borough of Havering under reference P2239.87 and any other planning permission amending, varying or supplementing that planning permission; or
- (b) any other planning permission relating to Rainham Quarry or the Land, as applicable according to the context; and

Rainham Quarry means the land at Warwick Lane, Rainham, Essex comprised in title numbers EGL384754, EGL384755 and EGL119562.

2. Interpretation

In this Document, headings and emboldening are for convenience only and do not affect the interpretation of this Document and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender; and
- (c) a reference to a statute includes all statutes amending, consolidating or replacing it, and all regulations, codes, directives, orders, proclamations, ordinances and by-laws issued under that statute.

3. Access to the westerly woodland areas

3.1 Car Park

- (a) With effect on and from the date of execution of this Document, the Owner grants to the Council the right for the public at large to go in to the Car Park, free of charge, between the hours of 8.00 AM. and 6.00 PM. on each day of the week for the purpose of parking private motor vehicles, motorbikes and bicycles, subject to each person exercising such right complying with:
 - (1) the succeeding provisions of this clause; and
 - (2) any restrictions and regulations that the Owner may publish from time to time with the prior approval of the Council.
- (b) The Council will close the Car Park and the Car Park will be gated or barred between the hours of 6.00 PM and 8.00 AM on each day of the week.
- (c) Caravans, lorries, trucks and similar commercial vehicles are not permitted to enter the Car Park and the Owner may impose height restrictions at the entrance to the Car Park to prevent such vehicles entering.
- (d) The Owner must provide a litter bin at the Car Park and the Council must arrange for the litter bins to be emptied on a regular basis.
- (e) The Owner is not obliged to provide any lighting or lavatory facilities in the Car Park.

3.2 Footpaths and bridleways

- (a) With effect on and from the date of execution of this Document, the Owner grants to the Council the right for the public at large to use the footpaths and bridleways identified on the Plan by a thick green line and a thick yellow line respectively at all times, subject to each person exercising such right complying with:
 - (1) the succeeding provisions of this clause; and
 - (2) any restrictions and regulations that the Owner may publish from time to time with the prior written approval of the Council.
- (b) The right of access under paragraph (a) is only for pedestrians and, in the case of the bridleway, persons on horseback and bicycles and under no circumstances may off-road vehicles or motor cycles be used.

- (c) The Owner may define the routes of the footpaths and bridleways by posting route maps and notices in the Car Park.

3.3 Council's acknowledgements

The Council acknowledges that:

- (a) the provisions of clauses 3.1 and 3.2 satisfy the conditions contained in clause 2(c) of the Agreement; and
- (b) on and from the date of execution of this Document, the Owner is at liberty to use the concrete batching plant and the mineral processing plant on the Land without regard to the restriction contained in clause 2(c) of the Agreement.

4. Other woodland areas

With effect on and from the date of execution of this Document, the Owner grants to the Council the right for the public at large to use the footpaths shown coloured green on the Plan and the bridleway shown coloured yellow on the Plan for the purposes of:

- (a) gaining access to and from the woodland areas shown outlined in blue on the Plan; and
- (b) traversing those woodland areas,

subject to each person exercising those rights complying with:

- (c) the succeeding provisions of this clause; and
- (d) any restrictions and regulations that the Owner may publish from time to time with the prior written approval of the Council.

5. Management of woodland areas

- (a) The Owner may manage each of the woodland areas in such manner as the Owner thinks fit including by coppicing but for the avoidance of doubt the Owner will comply with any existing or future Tree Preservation Order made by the Council on the Land.
- (b) The Owner may screen or fence off and restrict public access to areas where planting is being undertaken or saplings are in the process of being established.
- (c) The Owner may, without notice, screen or fence off and restrict public access to any part or parts of the woodland areas which in the Owner's opinion are likely to be a source of danger to members of the public.
- (d) The Owner is not obliged to provide any lighting or lavatories along the routes of any footpaths or bridleways.

6. The Lake

- (a) The Council acknowledges that the land shown outlined in pink on the Plan is still used by the Owner for the purposes of the Development and that the Council recently extended the life of the Planning Permission relative to that Land until 30 September 2012.
- (b) When the Owner has permanently ceased using the Pink Land for the purposes of the Development, the Owner will grant the Council the right for the members of such clubs or societies as may be nominated by the Council from time to time and approved by the Owner to have access to the lake between the hours of 8.00 AM.

and 6.00 PM on each day of the week for recreational activities subject to the persons exercising such rights complying with:

- (1) the succeeding provisions of this clause; and
 - (2) any restrictions and regulations that the Owner may publish from time to time with the prior written approval of the Council.
- (c) The Owner may charge the members of any such clubs or societies for the right to fish from the lake or pursue any other recreational activity that is compatible with fishing.
- (d) For the avoidance of any possible doubt, boating, swimming (other than in case of emergency) and windsurfing are not permissible recreational activities.

7. Prohibited activities etc

- (a) The Owner may prohibit absolutely:
- (1) those activities that are set out in the second schedule to the National Parks and Access to the Countryside Act 1949 save that fishing by any nominated fishing club approved by the Owner may be permitted on terms that are acceptable to the Owner; and
 - (2) those activities that are unlawful under the Wildlife and Countryside Act 1981.
- (b) The Owner may take such lawful action as the Owner considers appropriate, including civil action and private prosecution, to prevent the abuse by members of the general public of:
- (1) the access rights granted under this Document; or
 - (2) the Owner's proprietary rights in respect of any part of the Land.

8. Council's acknowledgements

The Council acknowledges that:

- (a) the provisions of this Document satisfy the conditions contained in clauses 2(c) and 2(d) of the Agreement; and
- (b) on and from the date of execution of this Document, the Owner is at liberty to use the concrete batching plant and the mineral processing plant on the Land without regard to the restrictions contained in clauses 2(c) and 2(d) of the Agreement.

9. Owner's duty of care

The Owner has a duty of care to the public at large to maintain the Land and provide adequate protection from hazards thereon and will maintain a public liability insurance policy, a relevant particulars of such policy to be sent to the Council on an annual basis for its records.

10. Dealing with Land

Nothing contained in or implied by this Document restricts or is intended to restrict the right of the Owner to:

- (a) sell, lease, licence or otherwise dispose of the Land or any part or parts of the Land; or
- (b) derive an income from the Land,

subject nevertheless to the access rights granted to the public at large under this Document, the obligations contained in the Agreement and the conditions attached to the Planning Permission

11. Costs

Each Party must pay its own costs and disbursements of and incidental to the instructions for, and the preparation and execution of this Document.

12. Counterparts

This Document may be executed in duplicate.

13. Severance

If any part of this Document is, or becomes, void or unenforceable, that part is, or will be, severed from this Document so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

14. Variation

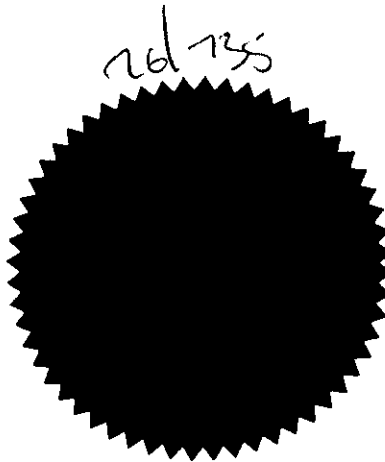
This Document may be varied only by deed executed by the Parties and by application pursuant to S106 of the Town and Country Planning Act 1990 as amended

15. Further assurances

Each Party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Document.

Executed as a deed:

The Common Seal of the **Mayor and Burgesses of the London Borough of Havering** is affixed in the presence of:

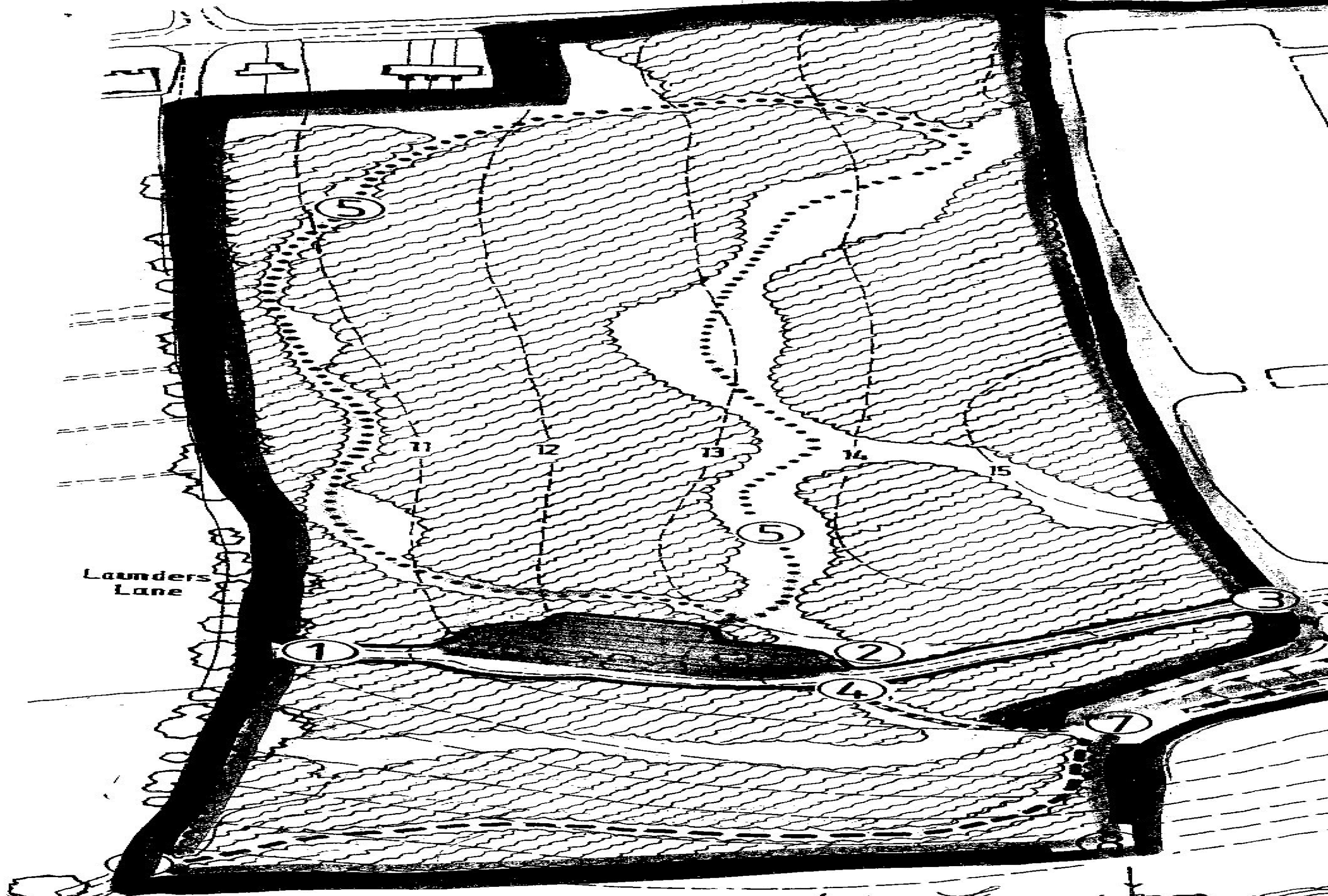


.....*S. Pauline - [unclear]*.....
Mayor

.....*[Signature]*.....
Authorised Officer

Executed by **Brett Aggregates Limited**
acting by 2 directors or by 1 director and
the secretary

.....*[Signature]*.....
.....*[Signature]*.....



Launders Lane

*Hand-drawn - Laundry
 notes attached*

The Mayor and Burgesses of the London Borough of Havering

Brett Aggregates Limited

**Deed of variation of a section 106 agreement relating to land at
Rainham Quarry, Warwick Lane, Rainham, Essex**

● **furleypage**
solicitors

39 St Margaret's Street
Canterbury

Kent CT1 2TX

Tel (01227) 763939

Fax (01227) 762829

Ref: RAW/BR0169/0535

E-mail: raw@furleypage.co.uk

This deed

is made on 20 December 2006 between the following parties:

1. **The Mayor and Burgesses of the London Borough of Havering**
of Town Hall, Main Road, Romford, Essex RM1 3BD
(Council)
2. **Brett Aggregates Limited**
(company registration number 00316788)
whose registered office is at St Paul's House, Warwick Lane, London EC4P 4BN
(Owner)

Recitals

- A. This Document is supplemental to the Agreement which was executed to facilitate the issue of the Original Planning Permission.
- B. The Owner is now the registered proprietor of Rainham Quarry in place of Aylett Gravel Limited.
- C. The Parties wish to vary the boundaries of the Land.
- D. The Parties have therefore agreed to execute this Document for that purpose.
- E. The Owner has also made the Application.
- F. The Council has resolved to grant the Application and issue the New Planning Permission subject to the Parties first executing this Document.

This deed witnesses

that in consideration of, among other things, the mutual promises contained in this deed, the Parties agree:

1 Definitions

In this Document:

Agreement means the agreement dated 16 March 1995 and made between the Council (1) and Aylett Gravel Limited (2) as varied by a deed of variation dated 22 July 1998 and made between the same parties, embodying planning obligations under section 106 of the Town and Country Planning Act 1990 in relation to the development of Rainham Quarry;

Application means the Owner's application for planning permission reference P2099.04 to vary condition 4 of the Original Planning Permission to extend the period for minerals processing operations on the Land and final restoration of the Land until 30 September 2012;

Contribution means the sum of £5,000.00;

Document means this deed as amended, varied or supplemented from time to time;

Land means the land at Rainham Quarry that is the subject of the Agreement;

New Planning Permission means a planning permission in the form of the draft attached to this Document;

Original Planning Permission means the planning permission granted under reference P2239.87 by the Council to the Owner's predecessor in title, Aylett Gravel Limited, to change the use of the Land to informal recreation and conservation including car parking, screen mounding and permanent lakes, and the erection of a concrete batching plant, ancillary buildings and other plant, the continued extraction and processing of indigenous materials, use of existing processing plant and land for processing indigenous and imported materials and improvement to access from Launderers Lane;

Parties means the Council or the Owner, according to the context;

Plan means the plan annexed to this Document; and

Rainham Quarry means the land at Warwick Lane, Rainham, Essex comprised in title number EGL384754, EGL384755 and EGL119562.

2 Interpretation

In this Document, headings and emboldening are for convenience only and do not affect the interpretation of this Document and, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender; and
- (c) a reference to a statute includes all statutes amending, consolidating or replacing it, and all regulations, codes, directives, orders, proclamations, ordinances and by-laws issued under that statute.

3 Amendment of Land boundaries

With effect on and from the date of execution of this Document:

- (a) the Agreement is varied such that the Land:
 - (1) ceases to be as described in the Schedule to the Agreement; and
 - (2) comprises the land described in Schedule 1 to this Document; and
- (b) the planning obligations contained in the Agreement:
 - (1) cease to affect the land described in the Schedule to the Agreement; and
 - (2) instead apply to and affect the land described in Schedule 1 to this Document.

4 New Planning Permission

- (a) Promptly following the execution of this Document:
 - (1) the Council will issue the New Planning Permission to the Owner; and
 - (2) the Owner will pay the Contribution to the Council.
- (b) The Council may only use the Contribution for such maintenance and upkeep of that section of Launderers Lane that lies between the points marked X and Y on the Plan as may be necessitated by reason of extending the period for minerals processing operations on the Land until 30 September 2012.
- (c) If the Council fails to utilise the whole of the Contribution prior to 30 September 2012, the Council must refund the unutilised portion to the Owner within 4 weeks of that date.

5 Parties' acknowledgements

The Parties acknowledge that the periods of 5 years and 10 years referred to in clauses 2(c) and 2(d) of the Agreement have been extended in each case by agreement between them to a period of 12 years from the date of the Agreement or such longer period as may be agreed between the Parties from time to time.

6 Confirmation of Agreement and Original Planning Permission

- (a) The Parties confirm that, except as varied by this Document, the Agreement continues in full force and effect according to its terms.
- (b) The Parties further confirm that, except as varied by the New Planning Permission, the terms and conditions of the Original Planning Permission continue unaltered and in full force and effect.

7 Costs

On the execution of this Document the Owner will pay the Council the sum of £150.00 in connection with the preparation and completion of this Document.

8 Severance

If any part of this Document is, or becomes, void or unenforceable, that part is, or will be, severed from this Document so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

9 Variation

This Document may be varied only by deed executed by the Parties.

10 Further assurances

Each Party must execute and do all acts and things necessary or desirable to implement

and give full effect to the provisions and purpose of this Document.

11 Registration

This Document will be registered as a local land charge in the Register of Local land Charges maintained by the Council.

Schedule 1

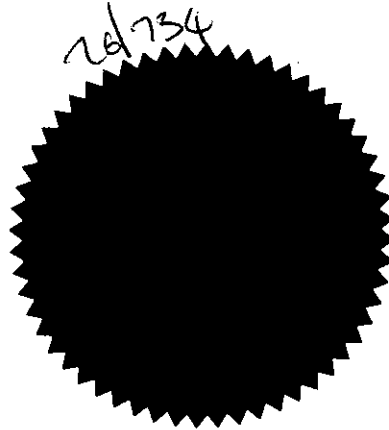
The land at Rainham Quarry, Warwick Lane, Rainham, Essex that is shown for the purpose of identification only edged red on the Plan.

Executed as a deed:

The Common Seal of the Mayor and
Burgesses of the London Borough
of Havering is affixed in the presence of:

Nancy Price-Thompson
.....

Mayor



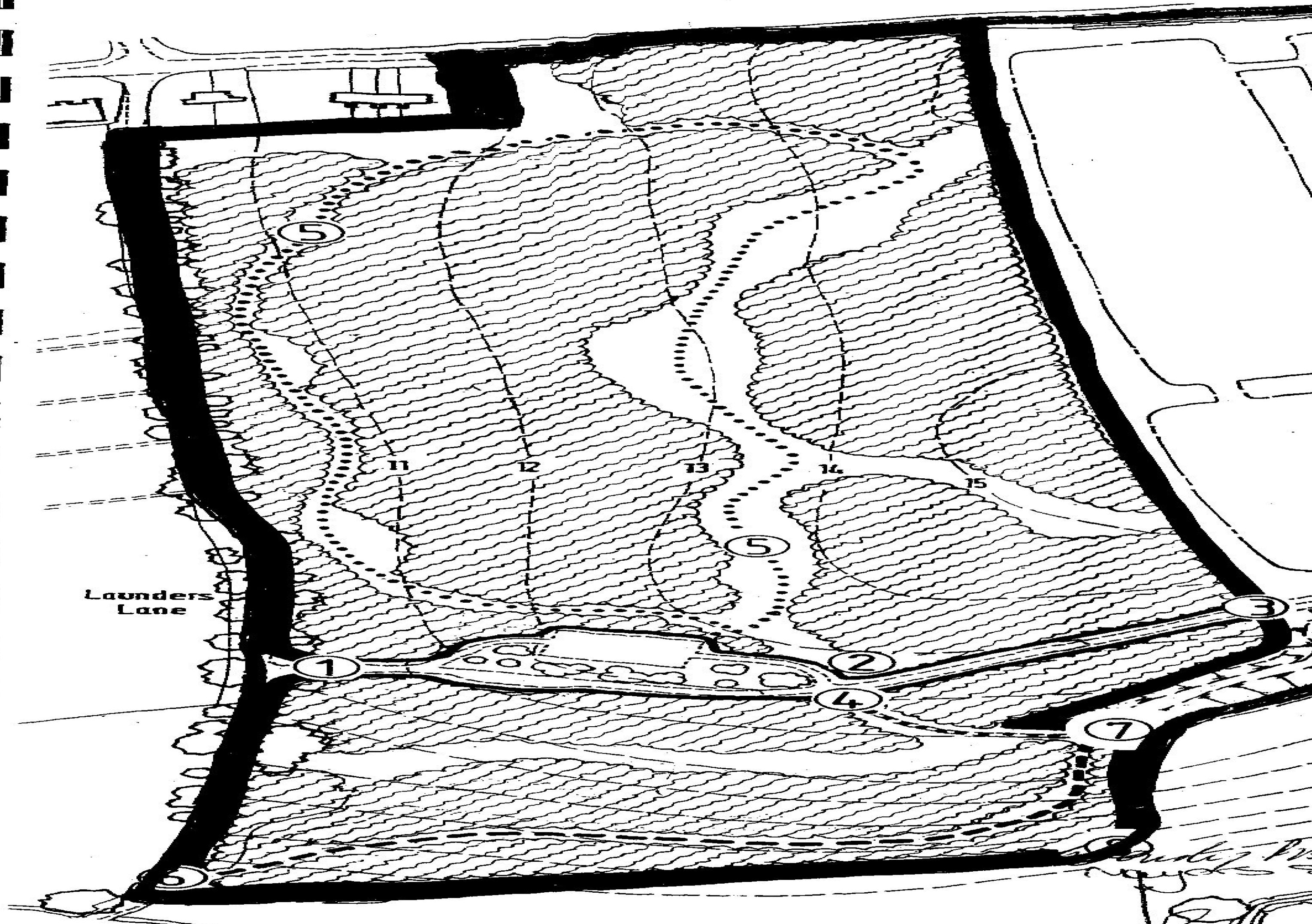
AD Woodley
.....

Authorised Officer

Executed by **Brett Aggregates Limited**
acting by 2 directors or by 1 director and
the secretary

[Handwritten signature]
.....
[Handwritten signature]
.....

Handwritten vertical text on the left margin, possibly a page number or reference code.



The Mayor and Burgesses of the London Borough of Havering

Trustees of the Federation of Synagogues

Havering Aggregates Limited

CEMEX UK Operations Limited

**Planning obligation under section 106 of the Town and
Country Planning Act 1990 relating to land at Spring Farm,
Rainham**

◆ **furleypage**
solicitors

39 St Margaret's Street

Canterbury

Kent CT1 2TX

Tel (01227) 763939

Fax (01227) 762829

Ref: RAW/HA3437/0002

E-mail: raw@furleypage.co.uk

PLANNING
REGULATORY SERVICES

9 DEC 2005

THIS AGREEMENT is made the 20th day of December 2006

BETWEEN:

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING**
of Town Hall, Main Road, Romford, Essex RM1 3BD
(Council)
2. **THE TRUSTEES OF THE FEDERATION OF SYNAGOGUES**
of 65 Watford Way, London NW4 3AQ
(Owner)
3. **HAVERING AGGREGATES LIMITED** (company number 03427544)
whose registered office is at St Paul's House, Warwick Lane, London EC4P 4BN
(Developer)
4. **CEMEX UK OPERATIONS LIMITED** (company number 00658390)
whose registered office is at CEMEX House, Coldharbour Lane, Thorpe, Egham,
Surrey TW20 8TD
(CEMEX)

BACKGROUND:

- A. The Council is the local planning authority:
 - (1) for the area in which the land described in Schedule 1 (**Land**) is situated; and
 - (2) by whom the planning obligation hereinafter contained is enforceable.
- B. The Owner is the registered proprietor of the Red Land identified on Plan 1 annexed hereto (**Plan1**).
- C. The Developer has an option to take a mineral lease (**Mineral Lease**) in respect of the Red Land from the Owner.
- D. CEMEX is the registered proprietor of the Blue Land identified on Plan 1.
- E. The Developer has applied to the Council under reference number P2098.04 for planning permission under the Town and Country Planning Act 1990 (**1990 Act**) to carry out development on the Land by extracting sand and gravel from the Land and then restoring the Land to all purpose agriculture and woodland to its original levels by infilling with inert wastes (**Proposed Development**).
- F. The Council has resolved to grant planning permission for the Proposed Development in the terms of the draft planning permission attached (**Planning Permission**) subject to the parties first executing this Agreement.

NOW THIS DEED WITNESSES as follows:

1. THIS Agreement:
 - (a) is a planning obligation made pursuant to Section 106 and S106(A) of the Town and Country Planning Act 1990 as substituted by Section 12(1) of the Planning and Compensation Act 1991 and of all the other powers, statutory or otherwise, enabling the parties in that behalf; and
 - (b) is made with the intent so as to bind, so far as may be, the Land and each and every part of it into whosoever hands the same may come.

2. The Council will use its reasonable endeavours to issue the Planning Permission to the Developer promptly following the execution of this Deed.
3. The Owner and the Developer each jointly and severally covenants with the Council as follows:
 - (a) not to carry out the Proposed Development except strictly in accordance with the relevant provisions of this Agreement;
 - (b) prior to the completion of the Proposed Development, to construct in accordance with the specification contained in Schedule 2 public access links between:
 - (1) Lambs Lane and Launderers Lane along the northern boundary of the Land and alongside the Common Watercourse between the points marked 'A', 'B', 'C', 'D', 'E' and 'F' on the plan annexed (**Plan 2**); and
 - (2) Spring Farm Park and New Road beside the Common Watercourse between the points marked 'D' and 'G' on Plan 2,(together **Footpath**);
 - (c) prior to the completion of the Proposed Development, to grant to the Council, by way of deed, rights for the public at large to pass and re pass on foot horseback and bicycle along the Footpath; and
 - (d) pay the Council's legal costs of £700 on completion of this Agreement in respect of the preparation of this Agreement.
4. THIS Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.
5. THIS Agreement will come into effect on the issue of the Planning Permission to the Developer but, for the avoidance of doubt, no obligation to observe the provisions of this Agreement will arise unless and until the Implementation of the Permission save for clause 3(d) which shall become effective upon completion of this Agreement.
6. Neither the Owner nor the Developer will be liable for any breach of the covenants contained in this Agreement in respect of any period during which it no longer has an interest in the Land or the part in respect of which the breach occurs save for any antecedent breach and neither the reservation of any rights nor the inclusion of any restrictive covenants over the Land in any transfer of the Land which are not inconsistent with performance of the obligations contained in this Deed will constitute an interest for the purposes of this clause 6.
7. Nothing in this Agreement will create or is intended to create a partnership between the parties or any of them.
8. This Agreement does not create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it but this clause does not affect any right or remedy of a person who is not a party to this Agreement if that right or remedy exists independently of that Act.
9. If any dispute arises under this Agreement which is not resolved within 1 month of the date all parties are notified in writing of the dispute then any party may refer the same to the decision of a suitably qualified arbitrator to be appointed by:

- (a) the President for the time being of the Law Society of England and Wales where the matter in dispute relates to the rights and liabilities of any party under this Agreement or to the interpretation of any term or condition of this Agreement; or
- (b) the President for the time being of the Institution of Civil Engineers where the dispute relates to engineering or construction works;

and in each case such reference will be conducted in accordance with the Arbitration Act 1996 and the costs will be paid as determined by the arbitrator.

10. If any part of this Agreement is, or becomes, void or unenforceable, that part is, or will be, severed so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance, unless that severance would negate or materially impair the commercial purposes of this Agreement.
11. Any notice under this Agreement must be given in writing and will be duly served if it is delivered or sent by first class or recorded delivery post to a party at:
 - (a) its address stated in this Agreement; or
 - (b) its registered office; or
 - (c) in the case of any notice to be served on the Council, The London Borough of Havering Town Hall Main Road Romford Essex RM1 3BD marked for the attention of The Assistant Chief Executive ; or
 - (d) such other address as a party may notify to the other parties in writing from time to time.
12. The construction, validity, performance and enforcement of this Agreement will be governed by English law.
13. In its capacity as the registered proprietor of the Blue Land, CEMEX consents to the provisions of this Agreement.
14. This Agreement will come to an end if:
 - (a) subject to clause 16, the Planning Permission is quashed or revoked at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable prior to Implementation of the Planning Permission; or
 - (b) the Planning Permission expires without having been implemented.
15. Where this Agreement comes to an end under clause 14 the Council will consider vacating or cancelling the entry made in the Local Land Charges Register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Land.
16. Where this Agreement is released in part by a future agreement, the Council will consider placing a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.
17. The Owner consents to the provisions of this Agreement and despite any other provision of this Agreement, agrees to observe and perform all the obligations contained therein, including clause 3(c).

18. The Owner will not be liable for the observance and performance of the covenants and obligations contained in this Agreement unless and until it undertakes or causes to be undertaken any of the operations permitted by the Planning Permission save for clause 3(d) which shall become effective upon completion of this Agreement.

IN WITNESS WHEREOF the Council the Owner the Developer and CEMEX have executed this deed the day and year first before written

Executed as a deed

Schedule 1 – The Land

First, the land on the north east side of New Road, Rainham shown edged in red on Plan 1 and registered at H M Land Registry with absolute title under title number EGL272069 (**Red Land**); and

secondly, the land adjoining New Road, Rainham shown edged in blue on Plan 1 and registered H M Land Registry with absolute title under title number EGL42697 (**Blue Land**).

Schedule 2 – Specification for the public access links

Along the agreed routes shown on Plan 2, the Footpath is to be as follows:

(a) Width

A total track width of 4 metres consisting of a 2 metre wide surfaced track on one side with the remainder to be grassed.

(b) Construction

To consist of a 100mm depth granular sub-base over a geo-textile membrane and finished with 50mm of rolled stone/quarry scalplings blinded with fines. Surfaced width to be cambered to allow surface water to shed.

(c) Access controls

Bridleway gates to be erected at the junctions with the public highway at points marked A, G and F on Plan 2.

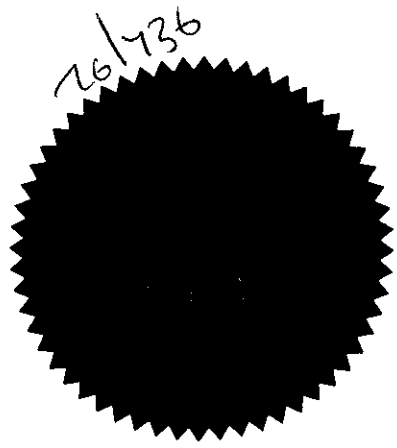
(d) Maintenance

In accordance with the approved aftercare programme.

The Common Seal of **The Mayor and Burgesses of the London Borough of Havering** is affixed in the presence of:

Pauline Thompson
.....
Mayor

Woolley
.....
Authorised Officer



Executed as a deed for and on behalf of **The Federation of Synagogues** in the presence of:

J Maguisa
.....
Witness signature

Handwritten signatures of two witnesses.

JOSFINA MAGUISA
.....

Witness name
44 INCHMERY RD
CATFORD
LONDON. SE6 2NE
.....
Witness address

Signed as a deed by **Havering Aggregates Limited** acting by two directors or by one director and the secretary:

[Signature]
.....

[Signature]
.....

Signed as a deed by **CEMEX UK Operations Limited** acting by two directors or by one director and the secretary

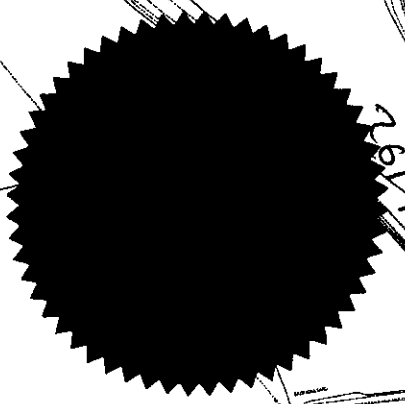
[Signature] mo
.....

[Signature]
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PLAN 1



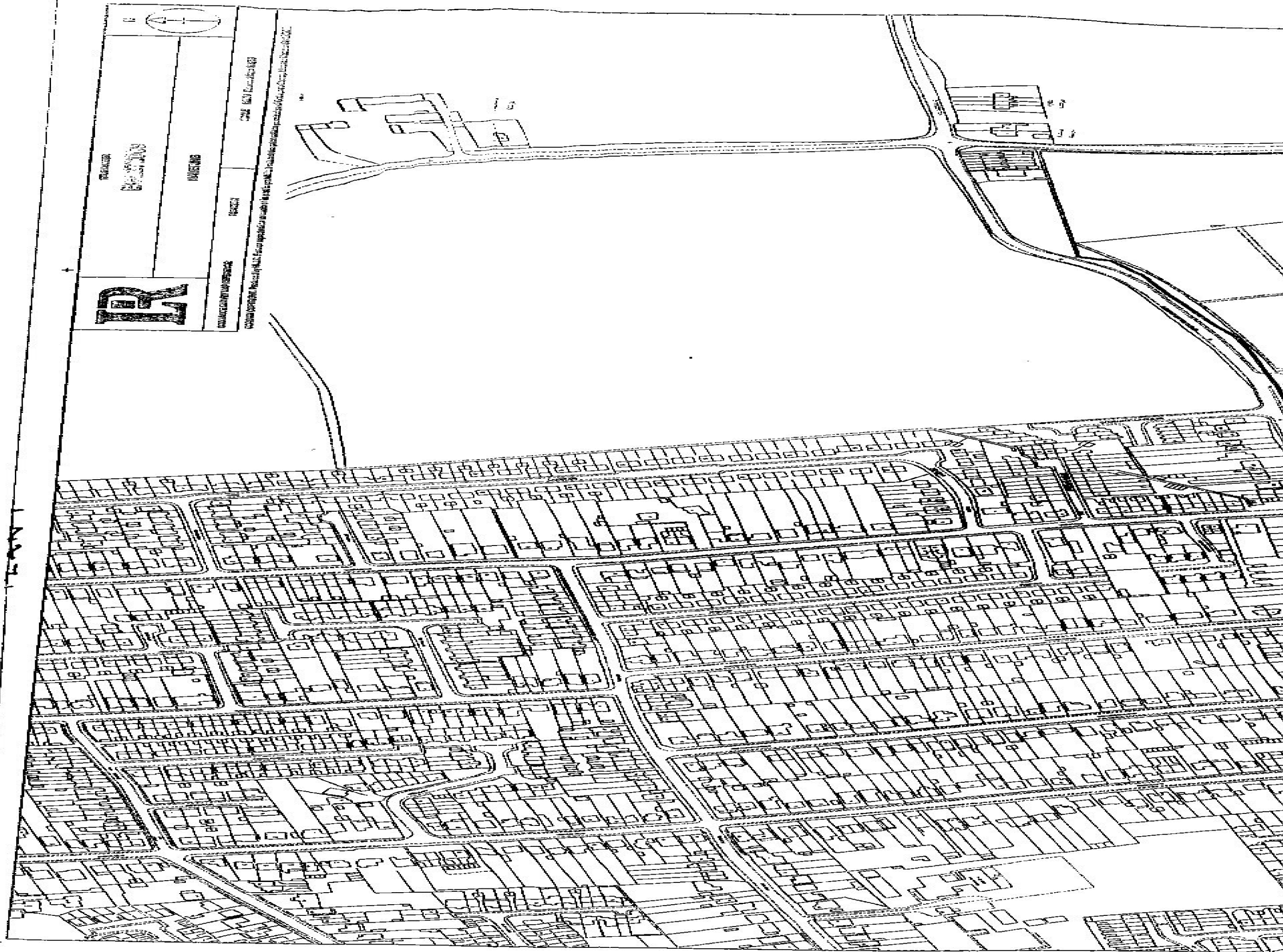
Handwritten: **Wendy - Newbury**
Handwritten: **Authorised Signatory**



Handwritten signature: [Signature]

This plan shows the general position of the boundaries. It does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - Title Plans. This is a copy of the title plan as shown on the 1:10,000 scale of the Ordnance Survey map. It may be subject to alteration in scale. Under the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original. Form No. 10 June 2005. This plan is held with the Electronic Land Registry.





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