

DATED 5th November 2014

NORFOLK COUNTY COUNCIL

- and -

NIGEL PARKER, MARTIN PARKER, ALAN WILLIAM PARKER and PEARL
JESSIE PARKER

- and -

PARKERS SKIP HIRE LIMITED

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at Wendover Road Rackheath Norfolk

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

THIS AGREEMENT is made by Deed the 5th day of November 2014
BETWEEN:-

- (1) **THE NORFOLK COUNTY COUNCIL** of County Hall Martineau Lane
Norwich Norfolk NR1 2DH ("the County Council") and
- (2) **NIGEL PARKER, MARTIN PARKER, ALAN WILLIAM PARKER** and
PEARL JESSIE PARKER all of Wendover Road Rackheath Norwich
Norfolk (**trading as Parkers Skip Hire**) ("the First Owners") and
- (3) **ALAN WILLIAM PARKER, MARTIN PARKER** and **NIGEL PARKER** all
of Wendover Road Rackheath Norwich Norfolk ("the Second Owners")
- (4) **PARKERS SKIP HIRE LIMITED** (Co Regn No. 03545734) whose
registered office is situate at 5 Wendover Road Rackheath Industrial
Estate Rackheath Norwich Norfolk NR13 6LH ("the Developer")

RECITALS

- A. The County Council is a local planning authority within the meaning of
the 1990 Act for the area within which the Land is situated
- B. The First Owners are the registered proprietors of part of the Land which
is registered at H M Land Registry under title number NK172980 subject
to the matters recorded on the register
- C. The Second Owners are the freehold owners of that part of the Land
conveyed by a Conveyance dated 15th September 1987 and made
between Broadpark Development Company Limited of the one part and
the Second Owners of the other part

- D. The Developer is the registered proprietor of the remainder of the Land which is registered at H M Land Registry under title number NK275937 subject to the matters recorded on the register
- E. The Developer has submitted the Application to the County Council for planning permission to carry out the Development and the County Council have resolved to grant the planning permission subject to completion of this Deed

NOW THIS DEED WITNESSETH as follows:

DEFINITIONS

1. In this Deed:

- 1.1 The following words have the following meanings unless in the context it would not be appropriate:

"the 1990 Act"	the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof
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"the Applications"	means one or more of the following: 1) the application dated 11 May 2001 for planning permission for extension to recycling building and provision of new hardstanding area on the Land in accordance with the forms plans and particulars deposited with the County Council and numbered C/5/2001/5002; and / or 2) the application dated 23 November 2006 for planning permission for the
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extension of picking conveyor belt with outside storage of recycled materials; retrospective permission for the erection of two cyclones and variation of condition 9 of planning permission C/5/2001/5002 to increase waste input to 75,000 tonnes per annum for the site in accordance with the forms plans and particulars deposited with the County Council and numbered C/5/2006/5002; and / or

3) the application dated 25 November 2008 for planning permission for the erection of a building for shredding of wood and green waste to produce material for wood chipping and composting; an outside area for short term storage of wood and green waste to be recycled and standing of skips for outside storage of metal and cardboard on the Land in accordance with the forms plans and particulars deposited with the County Council and numbered C/5/2008/5002; and / or

4) the application dated 14th March 2014 for planning permission to vary conditions 13 and 17 of planning permission reference C/5/2006/5002 to reflect current operational requirements regarding outstanding storage and handling on the Land in accordance with the forms plans and particulars deposited with the County Council and numbered C/5/2014/5004

"Commencement"	the initiation of the Development by the carrying out of a material operation within the meaning of Section 56(4) of the 1990 Act and "Commence" shall be interpreted in accordance with this definition
"the Development"	development carried out pursuant to the Planning Permissions
"the Land"	the land at Wendover Road Rackheath Norfolk NR13 6LH shown edged red on the Plan
"the Owners"	means the First Owners and the Second Owners
"the Plan"	the plan annexed hereto and numbered PKR/001/2013 Rev A
"the Planning Permission"	means the planning permission granted pursuant to the Application for the Development which shall include any subsequent planning permission issued pursuant to an application to vary its conditions under Section 73 of the Act
"the Routing Plan"	means the plan annexed hereto and marked "Route Hierarchy Plan"

INTERPRETATION

1.2 One gender includes all the others

- 1.3 The singular includes the plural and vice versa
- 1.4 the obligations imposed by this Deed on more than one person are joint and several
- 1.5 The parties to this Deed include their respective successors in title
- 1.6 A covenant not to do something includes a covenant not to permit or suffer that thing to be done
- 1.7 Headings in this Deed are for ease of reference only and cannot be taken into account in its construction or interpretation
- 1.8 A reference to a paragraph or clause in the Schedule of this Deed is a reference to a paragraph or clause in that part of the Schedule

ENABLING POWERS

- 2. This Deed and the covenants hereinafter contained are made with the County Council and are enforceable by the County Council pursuant to Section 106 of the 1990 Act and (to the extent to which the said covenants are capable of being entered into thereunder they shall constitute planning obligations for the purposes thereof) Sections 111 and 139 of the Local Government Act 1972 or any statutory modification or re-enactment thereof and any other powers thereby enabling

DEVELOPER'S AND OWNER'S OBLIGATIONS

- 3.1 The Owners and Developer hereby jointly and severally covenant with the County Council so as to bind the Land that they will observe and perform the obligations contained in the Schedule to this Deed

- 3.2 The Owners and the Developer covenant that they are the freehold owners of the Land and have full power to enter into this Deed and that the Land is free from all mortgages charges or other encumbrances and that there is no other person having an interest in the Land other than the parties to this Deed whose consent is necessary to make this Deed binding on the Land and all estates and interests in it

AGREEMENTS AND DECLARATIONS

4. The parties agree and declare as follows:
- 4.1 No waiver (whether express or implied) by the County Council of any breach or default by the Developer or the Owner or their successors in title in performing or observing any of its obligations under this Deed shall constitute a continuing waiver or prevent the County Council from enforcing those obligations or from acting upon any subsequent breach or default
- 4.2 This Deed shall cease to have effect if the Planning Permission shall be quashed revoked or otherwise withdrawn before the date upon which the Development is Commenced AND FOR THE AVOIDANCE OF DOUBT where permission is issued pursuant to an application under section 73 of the Act this Deed shall continue in full force and effect subject to and in accordance with the provisions contained herein AND PROVIDED THAT in the event that upon receipt of an application under section 73 of the Act the County Council considers that the obligations contained in this Deed should be varied or amended it is agreed and acknowledged that the County Council retain the right to refuse such application unless and until a deed of variation or alternative agreement has been entered into to secure the appropriate obligations.
- 4.3 The provisions of this Deed shall only come into effect on Commencement of the Development unless otherwise specifically

indicated in this Deed or to construe otherwise would be inconsistent with the requirements of any such covenants or provisions

- 4.4 Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Deed if at the time the breach occurs they have no interest in the Land
- 4.5 The County Council shall not be liable to any person under this Deed after that person has parted with all interest in the land but without prejudice to any liability arising prior thereto
- 4.6 The Developer agrees to pay to the County Council their reasonable legal costs incurred in connection with the preparation of this Deed

DEVELOPER INDEMNITY

- 5 The Developer hereby covenants with the Owner that it will perform the obligations contained in the Schedule on behalf of the Owner and will indemnify the Owner against all costs claims and demands as a result of non-compliance

DISPUTE RESOLUTION

- 6.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Deed promptly through negotiations between the respective senior executives of the parties who have authority to settle the same.
- 6.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution.

- 6.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR Procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties.
- 6.4 Nothing in this clause shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

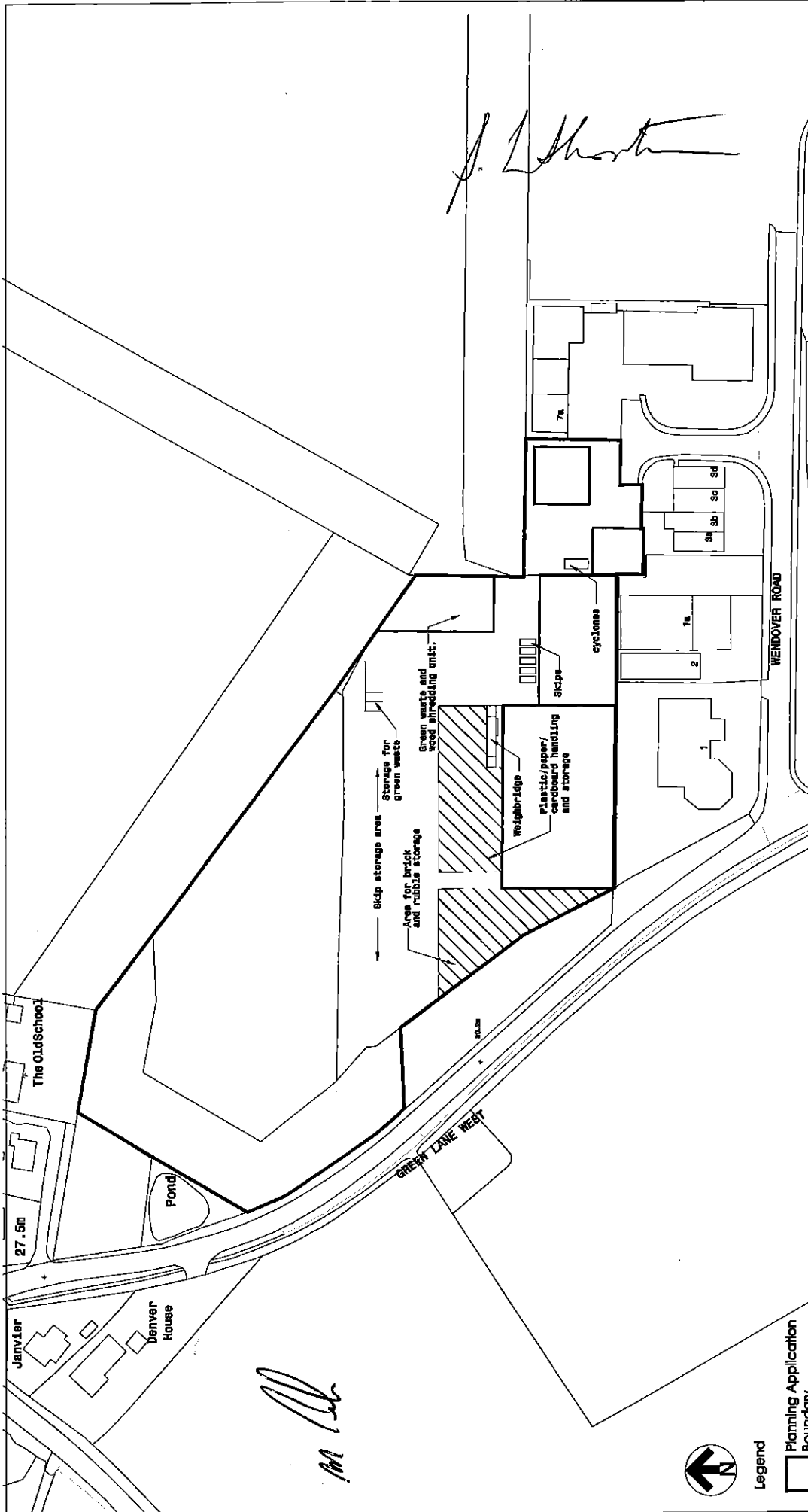
7. Subject to Clause 1.5 no person shall derive any benefit or have any right entitlement or claim in relation to this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999

JURISDICTION

8. This Deed is governed by and interpreted in accordance with the laws of England and Wales

SCHEDULE

- 1 The Owners and the Developer hereby covenant with the County Council that with effect from the date of the Planning Permissions the Land shall not be used for the purposes of the Development unless:-
 - 1.1 All vehicles operated by the Owners and / or the Developer or their employees or otherwise under the direct control of the Owners and / or the Developer:
 - 1.1.1 exit and enter the Land via the route shown in pink on the Routing Plan (the "Permitted Route")
 - 1.1.2 use reasonable endeavours to ensure that all such vehicles use the Principal Routes shown by solid black lines on the Routing Plan and the Main Distributor Routes shown coloured orange on the Routing Plan when travelling between the Land and sites in the Norwich Broadland or North Norfolk administrative areas (the "Routes")
 - 1.2 in relation to vehicles not under the direct control of the Owners and / or the Developer all reasonable endeavours shall be used to ensure that such vehicles approach and leave the Land via the Permitted Route and the Routes
 - 1.3 there are affixed and displayed and maintained on the Land such signs approved by the County Council in writing (such approval not to be unreasonably withheld or delayed) as to locations numbers size and legend and as shall be required from time to time by the County Council (including any modifications, additions or subtractions to those first or subsequently approved by the County Council)
2. It is agreed between the parties that where an employee of the Owners and / or the Developer continues to consistently use a route other than the Permitted Route and the Routes following disciplinary action by the Owner and / or the Developer this will equate to a breach.

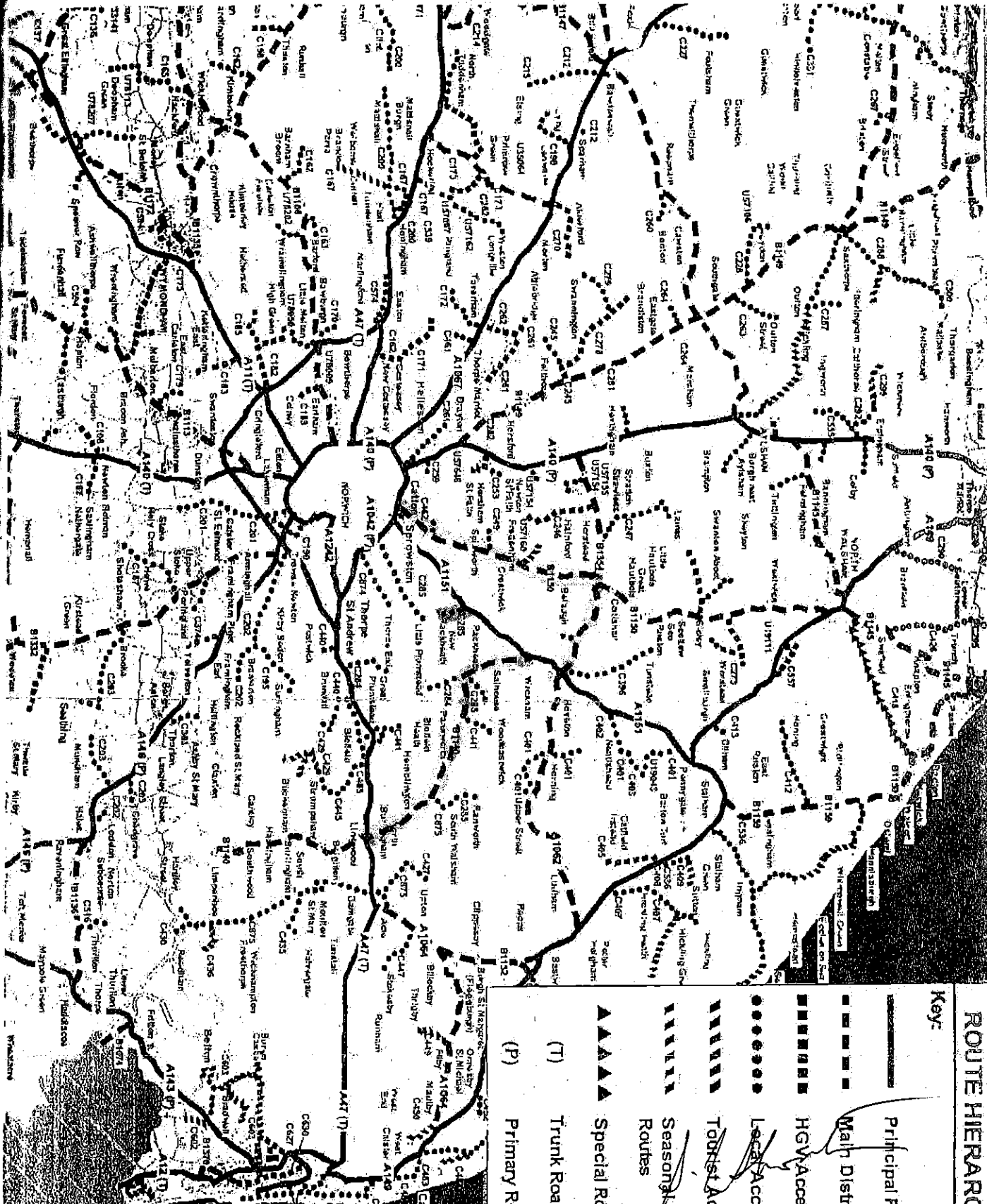


CIM Planning		Title:	External storage areas
		Client:	Porters Skip Hire
		Dwg No:	PKR/001/2013 rev a
		Date:	April 2013
		Scale:	1:1250 @ A3
		Drawn by:	LW

P J Pordner

[Handwritten signatures]

m. 11
P. Parker
11/10/10



ROUTE HIERARCHY PLAN

Key:

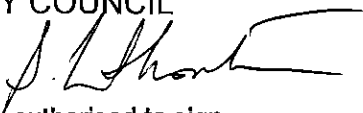
- Principal Routes
- Main Distributor Routes
- HGV Access Routes
- Local Access Routes
- Tourist Access Routes
- Seasonal/Tourist Access Routes
- Special Route
- Trunk Road
- Primary Roads

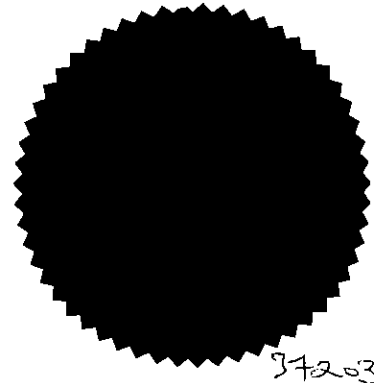
authorised to sign
 on behalf of: HEAD OF LAW

- 3 It is hereby agreed and declared for the purposes of paragraph 1.2 above that the requirement to use reasonable endeavours:
- 3.1 requires the Owners and / or the Developer to incorporate in all contracts with persons likely to visit the Land a term having the same effect as paragraph 1.1 above
- 3.2 requires the Owners and / or the Developer to communicate in writing with persons whose vehicles from time to time regularly visit the Land informing them of the Permitted Route and the Routes and requesting that their vehicles follow them at all times when visiting the Land at a method and frequency as shall be reasonably likely to secure co-operation with the use of the Permitted Route and Routes such method and frequency to be determined by the Owner and / or the Developer and disclosed to the County Council as requested or at the County Councils discretion shall be as reasonably determined by the County Council
- 3.3 requires the Owners and / or the Developer on receiving information that any driver of a vehicle shall have taken any route to or from the Land other than the Permitted Route and the Routes to take all reasonably necessary and lawful action possible against the driver to ensure future compliance which may include termination of any contract with that driver or his employer but shall not require the issue of proceedings

IN WITNESS whereof the parties hereto have executed this instrument as their deed and it is the parties' intention that this deed be delivered and it is hereby delivered on the date first before written

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


authorised to sign
on behalf of: HEAD OF LAW

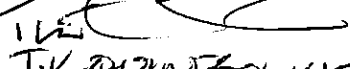


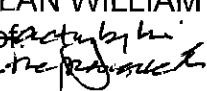
HEAD OF LAW

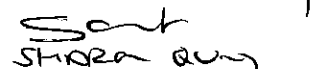
SIGNED AS A DEED by NIGEL PARKER
In the presence of:

Witness: 
Sarah Quin
Legal Secretary

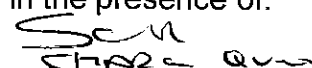
SIGNED AS A DEED by MARTIN PARKER
In the presence of:

Witness: 
T. K. Dunsford
Legal Secretary

SIGNED AS A DEED by ALAN WILLIAM PARKER in the presence of: 
Alan William Parker

Witness: 
Sarah Quin
Legal Secretary

SIGNED AS A DEED by PEARL JESSIE PARKER in the presence of:

Witness: 
Sarah Quin
Legal Secretary

SIGNED as a DEED by PARKERS SKIP HIRE LIMITED acting by:

Director 

Director / Secretary 