

DATED 20th June 2008

NORFOLK COUNTY COUNCIL

- and -

PARKER RECYCLING LIMITED

-and –

NIGEL PARKER

-and -

ALAN WILLIAM PARKER

-and –

PEARL JESSIE PARKER

-and –

MARTIN PARKER

A G R E E M E N T

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

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

T H I S A G R E E M E N T is made by Deed the 20th day of June 2008

B E T W E E N NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich (the "County Council") (1) and PARKER RECYCLING LIMITED of Wendover Road, Rackheath Industrial Estate, Rackheath, Norfolk NR13 6LH (the First "Owner") (2) and NIGEL PARKER ALAN WILLIAM PARKER MARTIN PARKER and PEARL JESSIE PARKER all of Wendover Road Rackheath Norwich (trading as Parker Skip Hire) ("the Second Owners") (3)

AND RECITES:-

- (1) The First Owners and the Second Owners (hereinafter called "the Owners") are the freehold owners of the land shown edged red (the "Land") on the attached plan (the "Plan")
- (2) The County Council is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated
- (3) The Owners have made application to the County Council (reference C/5/2006/5002) (the "Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Land by the erection of two cyclones, extension of picking shed conveyor belt with outside storage of recycled materials; and variation of

condition 9 of planning permission No. C/5/2001/5002 to increase waste input (the "Development")

- (4) Subject to completion of this Agreement the County Council has resolved to grant planning permission for the development pursuant to the Application (the "Planning Permission")
- (5) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and are enforceable by the County Council

N O W THIS DEED WITNESSETH as follows:-

- 1. This Agreement is made in pursuance of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers
- 2. The Owners hereby covenant with the County Council that with effect from the date of the Planning Permission that the Land shall not be used for the purposes authorised by the Planning Permission unless:-
 - 2.1 all vehicles operated by the Owners or their employees or otherwise under the direct control of the Owners approach and leave the Land only via the route shown pink ("the Pink Route") on the hierarchy plan annexed hereto ("Plan 2") and that the Owners uses their reasonable endeavours to ensure that such vehicles use the Principal Routes ("the Black Routes") and the Main Distributor Routes shown coloured orange ("the Orange Routes") when

travelling between the Land and sites in the Norwich Broadland or North Norfolk administrative areas on Plan 2 and

2.2 in relation to vehicles not under the direct control of the Owners all reasonable endeavours shall be used to ensure that such vehicles approach and leave the Land via the Pink Route

2.3 there are affixed and displayed and maintained on the Land such signs approved by the County Council in writing 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)

3. It is hereby agreed and declared for the purposes of clause 2.2 that the requirement to use reasonable endeavours:

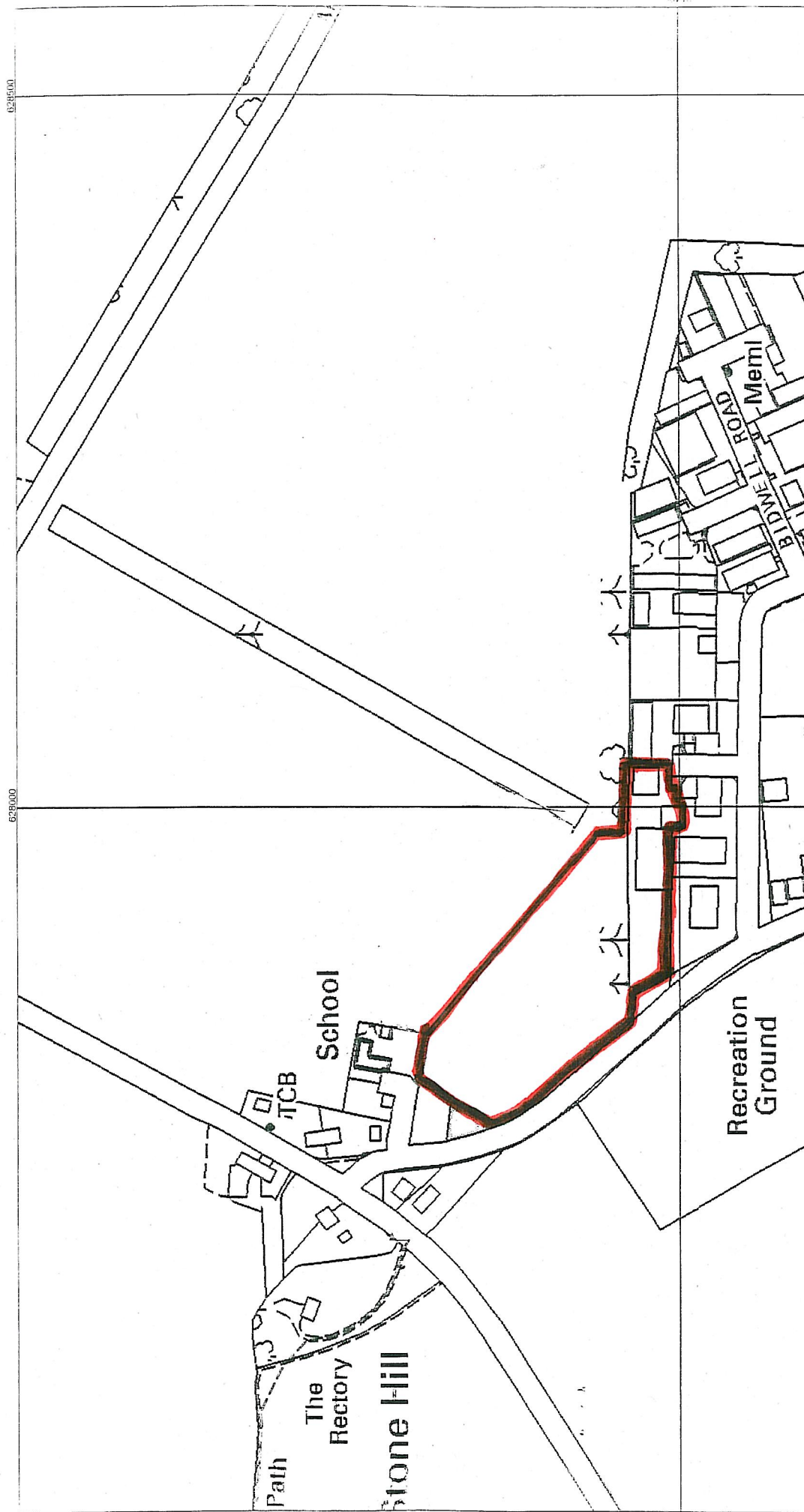
3.1 requires the Owners to incorporate in all contracts with persons likely to visit the Land a term having the same effect as clause 2.1

3.2 requires the Owners to communicate in writing with persons whose vehicles from time to time regularly visit the Land informing them of the Pink Route and requesting that their vehicles follow it at all times when visiting the Land by a method and at a frequency of communication as shall be reasonably likely to secure use of the Pink Route the Black Routes and the Orange Routes in preference to other routes and the method and frequency of such

Rackheath

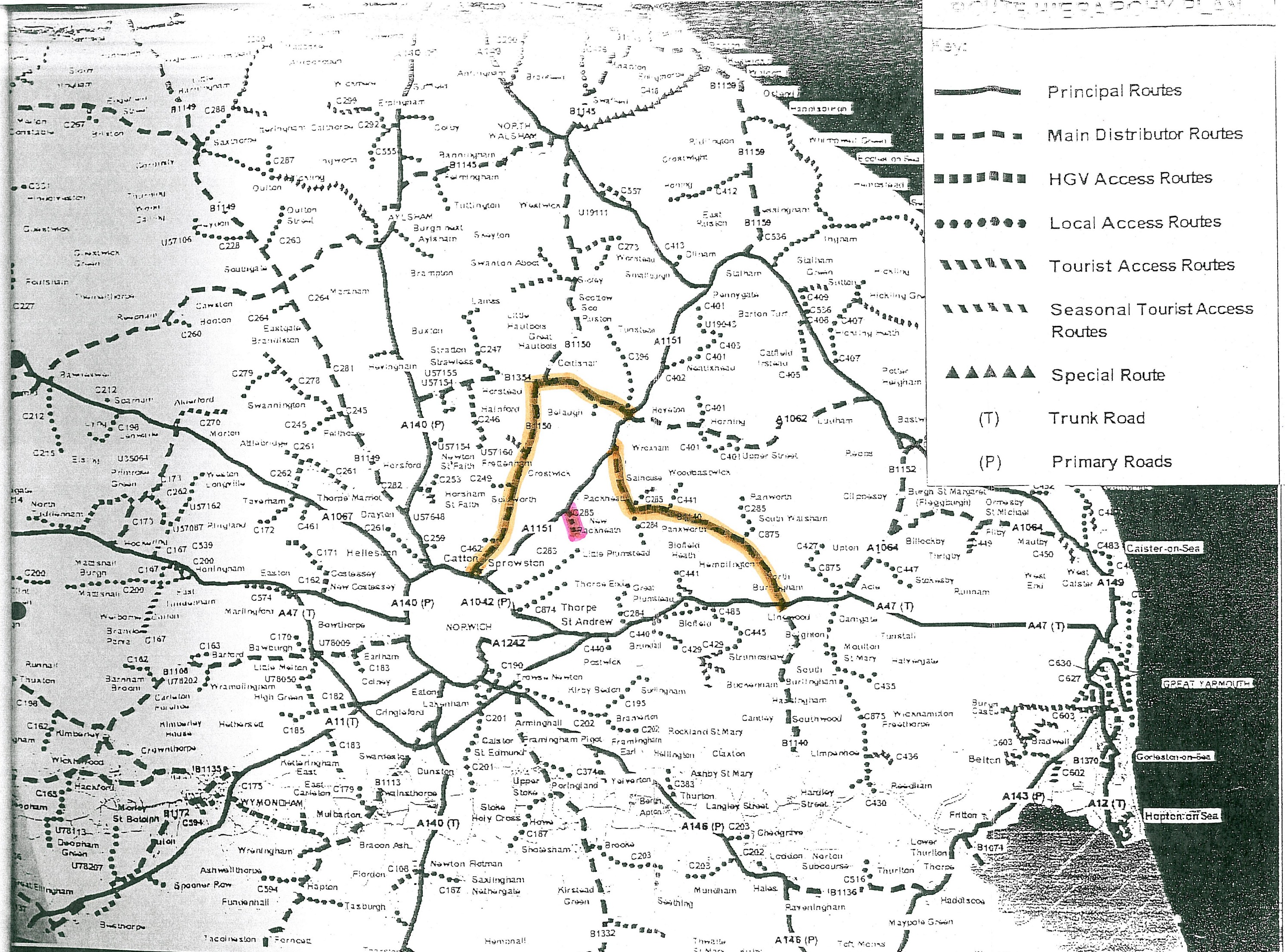
Scale 1:4000
Compiled by on 18 April 2008

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Martineau Lane
Norwich
NR1 2SG
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- communications actually employed by the Owners shall be disclosed by the Owners to the County Council if required in writing by the County Council
- 3.3 requires the Owners on receiving information that any driver of a vehicle shall have taken any route to or from the Land other than the Pink Route the Black Routes and/or the Orange Routes to take all necessary and lawful action possible against the Driver to ensure future compliance
- 3.4 will be breached if an employee of the Owners uses a route other than the Pink Route the Black Routes and/or the Orange Routes
- 4.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 4.2 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
- 4.3 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

4.4 Nothing in clauses 4.1 and 4.2 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings

5.1 Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land

5.2 The County Council shall not be liable to any person under this Agreement after that person has parted with all interest in the Land but without prejudice to any liability arising prior thereto

6. No waiver (whether express or implied) by the County Council of any breach of default by the Owners or their successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owners or their successors in title

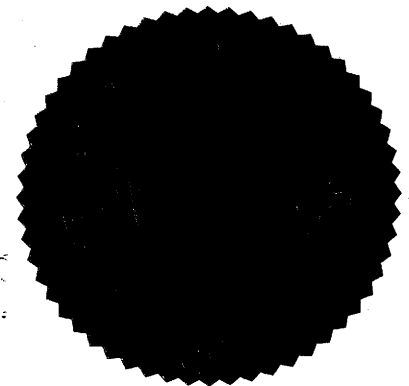
7. If the Planning Permission is quashed revoked or expires without implementation then this Agreement shall absolutely determine

8. The Owners hereby covenant that they are the freehold owners of the Land and have full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any interest in the Land other than those notified in writing to the County Council's Head of Law prior to the date hereof
9. The expressions "the County Council" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
10. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement
11. The Owners shall pay the County Councils reasonable legal costs on this Agreement
12. This Agreement shall be registered as a local land charge

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

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

David Cery
authorised to sign
on behalf of: Head of Law



HEAD OF LAW

THE COMMON SEAL of
PARKERS RECYCLING LIMITED
was hereunto affixed in
the presence of:- LYNNE BARNES

Director



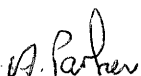
Secretary

SIGNED AS A DEED by
NIGEL PARKER
in the presence of:-



LYNNE BARNES

SIGNED AS A DEED by
ALAN WILLIAM PARKER
in the presence of:-



LYNNE BARNES

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



LYNNE BARNES

SIGNED AS A DEED by
MARTIN PARKER
in the presence of:-



LYNNE BARNES