

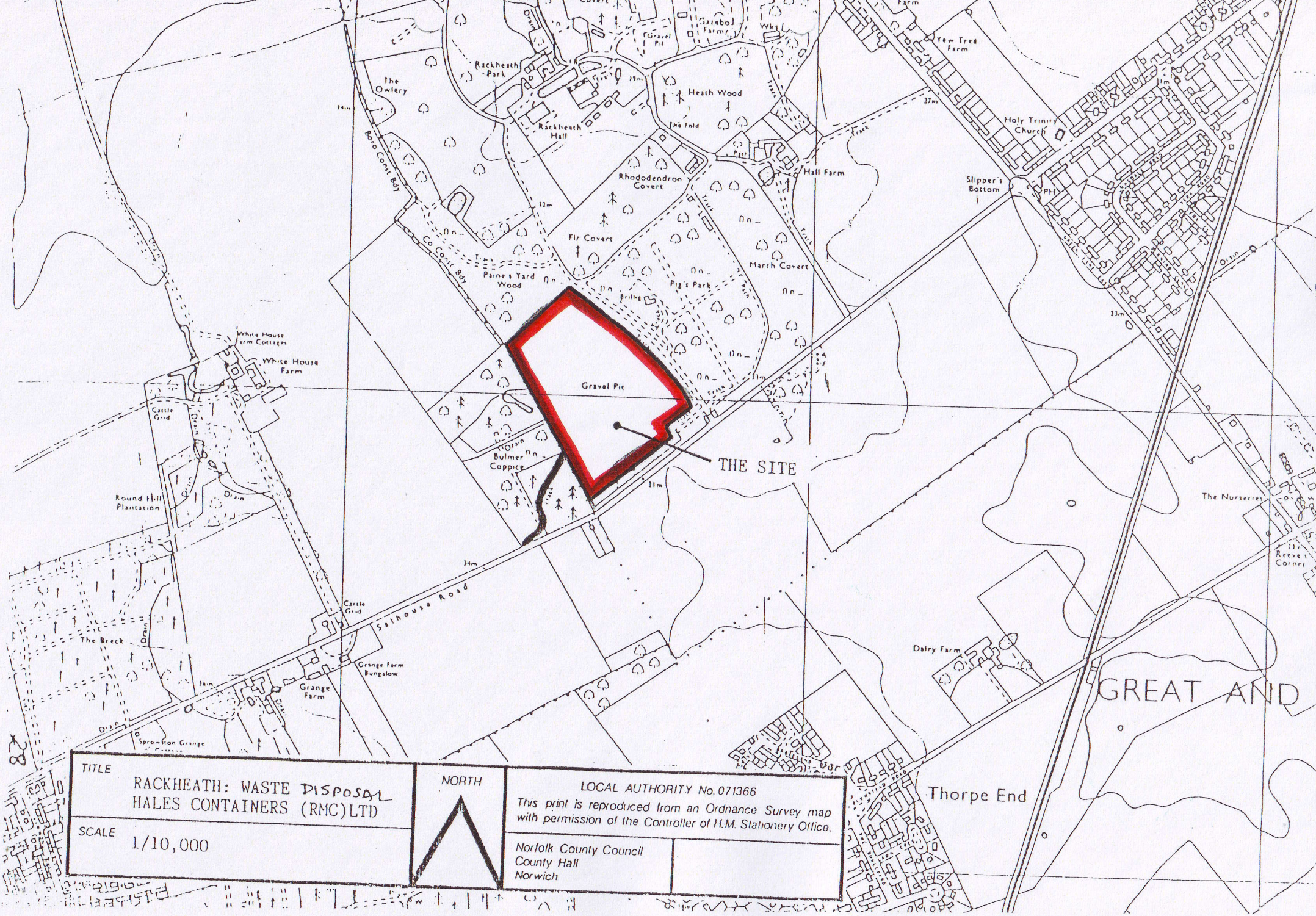
THIS AGREEMENT is made the Five day of July

One thousand nine hundred and eighty-eight

BETWEEN THE NORFOLK COUNTY COUNCIL of County Hall Martineau Lane Norwich ("the County Council") of the one part SAMUEL EDMUND GURNEY of Heggatt Farmhouse Horstead in the County of Norfolk ("the Owner") of the second part and HALES CONTAINERS LIMITED whose Registered Office is situate at RMC House High Street Feltham Middlesex TW13 4HA ("the Operators") of the third part

WHEREAS:-

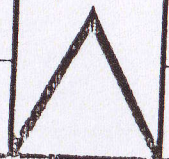
1. The County Council is the County Planning Authority within the meaning of the Town and Country Planning Act 1971 (as amended) ("the 1971 Act") for the County of Norfolk
 2. The Owner is the owner in fee simple in possession of the area of land situated in the Parish of Rackheath in the County of Norfolk and shown edged red on the attached plan A ("the red land")
 3. By a Licence dated 11th November 1987 made between the Owner (1) and the Operators (2) the Owner granted to the Operators the right to deposit waste within the red land upon the terms and conditions therein contained
 4. The Operators have applied for planning permission (reference 5/87/0755) dated 2nd April 1987 ("the application") in accordance with the 1971 Act and the Orders and Regulations for the time being in force thereunder for planning permission ("the planning permission") to use the red land for the disposal of waste
 5. The County Council is prepared to grant planning permission in respect of the application subject to the prior completion of this Agreement
- NOW THIS DEED WITNESSETH:-
1. This Agreement is made in pursuance of Section 52 of the 1971 Act Section 111 of the Local Government Act 1972 Section 33 of the Local



TITLE
RACKHEATH: WASTE DISPOSAL
HALES CONTAINERS (RMC) LTD

SCALE
1/10,000

NORTH



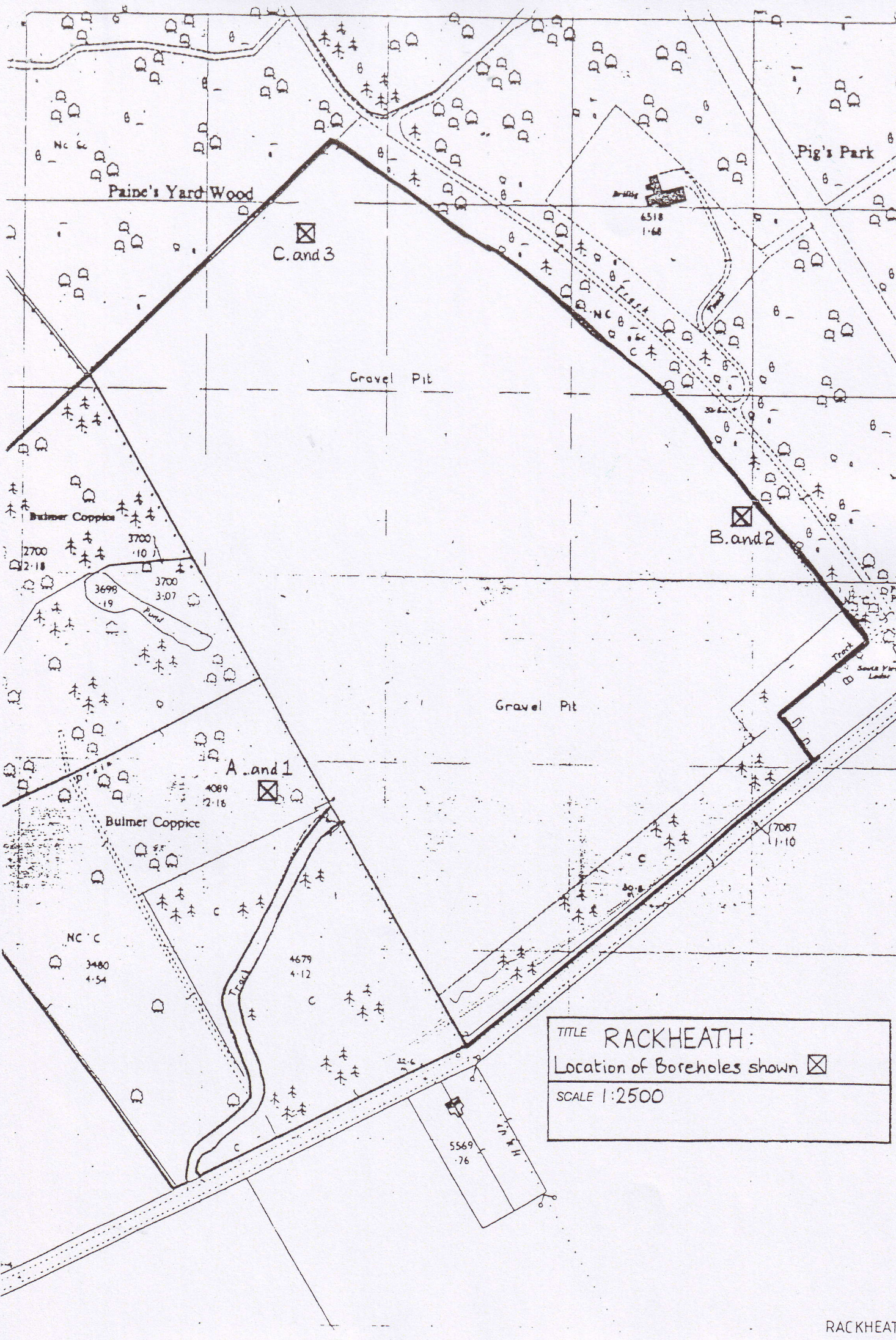
LOCAL AUTHORITY No. 071366

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Norfolk County Council
County Hall
Norwich

GREAT AND

Thorpe End



Government (Miscellaneous Provisions) Act 1982 and all other enabling powers

After Care

2. The Owner and Operators hereby jointly and severally covenant with the County Council that

(a) the red land shall not be used for the disposal of waste unless within twelve months from the date of the planning permission there has been submitted to and approved by the County Council a scheme for the after care of the red land ("the after care scheme") such scheme to be designed along the lines indicated in Appendix III of Department of the Environment Circular 1/82 Provided that this sub-clause shall not prevent the use of the red land for the disposal of waste prior to the expiry of the period of twelve months from the date of the planning permission

(b) within five years following the completion of tipping on the red land in accordance with the planning permission they shall fully implement the after care scheme

Water Monitoring

3. The Owner and the Operators hereby further jointly and severally covenant with the County Council that immediately prior to the commencement of tipping on the red land and at the specified intervals thereafter they shall:-

(a) in consultation with Anglian Water monitor and analyse the ground water ("the water") at the boreholes indicated on the attached plan B in accordance with measurements to be agreed with Anglian Water so as to establish at those dates:-

(i) the levels of the water

(ii) levels of acidity and conductivity within the water

(iii) the chloride content of the water

(iv) the ammoniacal nitrogen and total oxidized nitrogen content of the water

(v) the chemical oxygen demand of the water

(b) Immediately record the results of monitoring the matters referred to in Clause 3(a) above and within 28 days of monitoring forward details to Anglian Water at an address to be notified by Anglian Water

(c) In the event of such monitoring indicating a potential threat of pollution (whether on the surface or underground) of any water within or outside the red land to commence as soon as is reasonably practicable such remedial measures within or outside the red land as are necessary to remove the said threat and thereafter to carry out and complete such measures to the satisfaction of Anglian Water Provided that the duty to carry out remedial measures shall not apply in the event that the said threat is shown to be due to operations or activities unassociated with the use of the red land for the purposes of waste disposal

4. "the specified intervals" in Clause 3 above means every three months during the period of tipping in accordance with the planning permission and every six months during the period of five years immediately following the cessation of tipping in accordance with the planning permission

5. It is hereby declared that Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply to the covenant set out in Clauses 2(b) and 3 above

6. The expressions "the County Council" "the Owner" and "the Operators" shall include their respective successors in title and assigns

I N W I T N E S S whereof the County Council and the Operators have caused their Common Seal to be hereunto affixed and the Owner has set his hand and seal the day and year first before written

THE COMMON SEAL of HALES
CONTAINERS LIMITED was
hereunto affixed in the
presence of:-

DIRECTOR

[Signature]

SECRETARY

Adam Taylor

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

R M Auton

Authorised to sign on behalf
of the County Solicitor

SIGNED SEALED AND DELIVERED)
by the said SAMUEL EDMUND)
GURNEY in the presence of:-)

Samuel Edmund Gurney

Sabel de Relet

*Stalbridge Park,
Dorset DT10 2AR*

House wife.

DATED

15 5-5

1988

NORFOLK COUNTY COUNCIL

- and -

SAMUEL EDMUND GURNEY

- and -

HALES CONTAINERS LIMITED

A G R E E M E N T

relating to a Tipping Site in
the Parish of Rackheath

T.D.W. Molander, Esq.,
County Solicitor,
County Hall,
Martineau Lane,
Norwich, NR1 2DH.

SY26 SEG