

DATED April 22nd 2002

NORFOLK COUNTY COUNCIL

- and -

PARKERS RECYCLING LIMITED

AGREEMENT

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

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

THIS AGREEMENT is made by Deed the 22nd day of April 2002

BETWEEN NORFOLK COUNTY COUNCIL (the "County Council") of County Hall Martineau Lane Norwich (1) and PARKERS RECYCLING LIMITED (Company No. 4339485) of Wendover Road Rackheath Norwich NR13 6LH (the "Owners") (2)

AND RECITES:-

- (1) The Owners are the freehold owners of the land shown edged red on the attached plan numbered 1 (the "Land" and "Plan 1")
- (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 E/C/5/2001/5) (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 an extension to the existing recycling building and provision of a new recycling area (the "Development")
- (4) Subject to completion of this Agreement the County Council have resolved to grant planning permission for the Development pursuant to the Application (the "Planning Permission")

CONCRETE TO DISCHARGE INTO DRAINAGE
MIN 500mm FROM BUILDINGS VIA 150mm PVC
DRAIN SURROUND IN 150mm PER SURFACE.
SEWAGEWAYS TO BE LINKED 1200mm x
2500mm CONCRETE RIGID, WITH HEAVY DUTY
CONCRETE LOS AND CAST IRON INSPECTION
COVERS

NOTE: SPECIALIST DRAINAGE OR FLOODING
MEASURES ARE NOT REQUIRED.
FILTRATION OR FINE TREATMENT MEASURES ARE
NOT REQUIRED.

SURFACE WATER FROM ANY IMPERMEABLE
PAVING SPACES AND SERVICE AREAS SHALL PASS
THROUGH A SYSTEM OF GRASS OIL INTERCEPTOR TO
REDUCE FLOWS UP TO 5mm/LITER FROM
CONCRETE AREAS WITH ALL FLOWS UP TO 5mm/
LITER RAINFALL PASSING THROUGH THE
INTERCEPTOR AND BEING RETAINED IN EACH INTERCEPTION CHAMBER.

NO DEBRIS OR OIL CONTAINERS SHALL BE
STORED ON SITE.

RACKHEATH COMMUNITY
PRIMARY SCHOOL

30M WIDE TREE BELT

EXISTING CONIFER PLANTING

ADDITIONAL PLANTING
MIN 20m WIDTH

2 METRE HIGH
EARTH BUND

SECURITY FENCING

RE-SITED
GENERATOR
HOUSE

WEIGH BRIDGE

ENTRANCE

Office
WORK SHOP

EXISTING DECKING

WENDOVER ROAD

Grassway Lodge

RECREATION GROUND

Proposed recycling
building extension
Wendover Road
Rackheath Norwich

EXISTING LANDSCAPING

Parker Recycling
drg 121/10A

20 AUG 2001

PAK

Key:

Main Distributor Routes

HGV Access Routes

Local Access Routes

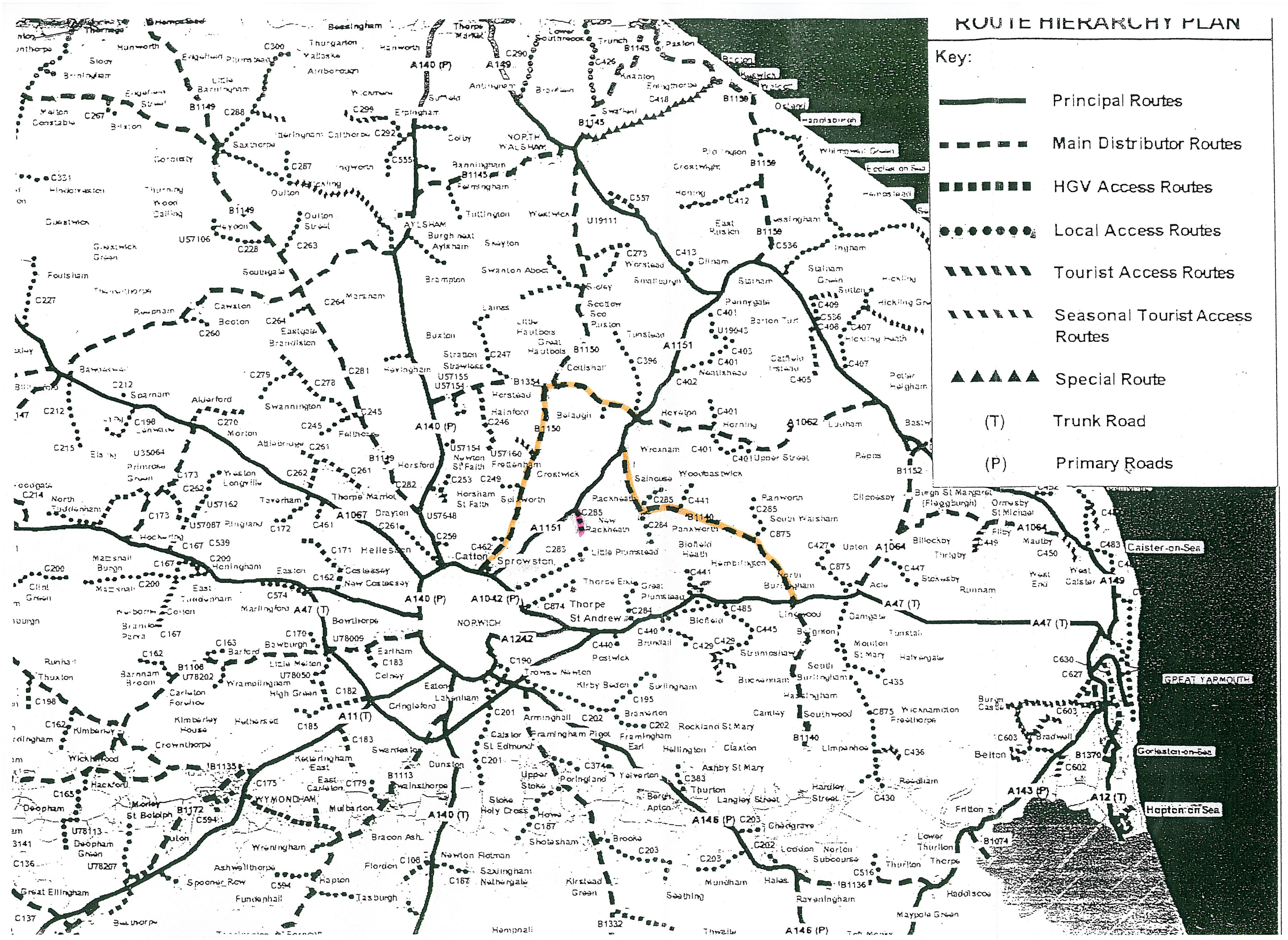
Tourist Access Routes

Seasonal Tourist Access Routes

Special Route

(T) Trunk Road

(P) Primary Roads



- (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 the Land will not be used for the purposes of the Development unless:-
 - 2.1 In relation to vehicles operated by the Owners or under the direct control of the Owners
 - 2.1.1 all such vehicles shall enter and exit the Land only via the route shown pink ("the Pink Route") on the hierarchy plan annexed hereto ("Plan 2")
 - 2.1.2 the Owners use 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 operated by the Owners or under their direct control the following steps have been taken with a view to ensuring so far as

reasonably possible that the drivers of such vehicles approach and leave the Land via the Pink Route:

2.2.1 there are affixed and displayed and maintained on the Land signs such as have been previously approved (such approval not to be unreasonably withheld or delayed) 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 as experience shall suggest to the County Council (including any modifications, additions or subtractions to those first or subsequently approved by the County Council)

2.2.2 that the Owners 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 communications actually employed by the Owners shall be disclosed by the Owners to the County Council if required in writing by the County Council

2.2.3 that the Owners incorporate in any contract between the Owners and any person who is or whose employees or agents are reasonably likely to access the Land restrictions similar to those set out in clauses 2.1.1 and 2.1.2 as contractual terms and shall provide reasonable evidence of the same if required in writing by the County Council

3. (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
- (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

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 shall be referred 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. 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. No waiver (whether express or implied) by the County Council of any breach or 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

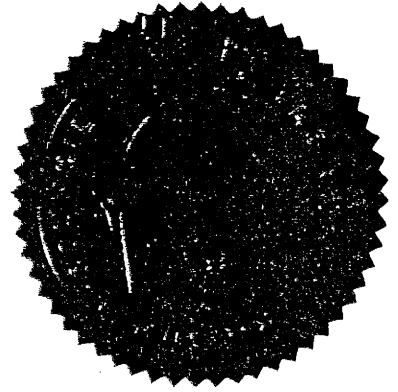
6. The Owners hereby covenant that they are the freehold owners of the Land and have full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and there is no person having any interest in the Land other than those notified in writing to the County Council's Head of Law prior to the date hereof
7. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
8. 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
9. 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
10. The Owner shall pay the County Councils reasonable legal costs on this agreement
11. 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:-

Ker Hume

Head of Law



EXECUTED as a DEED on behalf of
PARKERS RECYCLING LIMITED
acting by:-

Director

[Signature]

A Barber

Secretary