

PCP21 28



NABARRO NATHANSON

DATED 15th September 1996

TEESSIDE DEVELOPMENT CORPORATION (1)

BRITISH STEEL <sup>plc</sup> PLC (2) *Cyr AAB*

H J BANKS & COMPANY LIMITED (3) *[Signature]*

S.106 AGREEMENT

relating to

Land shown on plan number HJB/246/02b

WE HEREBY CERTIFY THAT THIS IS A TRUE  
COPY OF THE DOCUMENT OF WHICH IT PURPORTS  
TO BE A COPY  
Dated this 27th day of September 1996  
*Aaron & Partners*  
AARON & PARTNERS

Nabarro Nathanson  
1 South Quay  
Victoria Quays  
Wharf Street  
Sheffield  
S2 5SY

d.sr032rc1

Tel: 0114 279 4028  
Fax: 0114 279 4024

THIS DEED is made the 13 day of ~~Sept~~ One Thousand Nine Hundred and Ninety Six BETWEEN TEESSIDE DEVELOPMENT CORPORATION ("TDC") situate at Dunedin House Riverside Quay Stockton on Tees Cleveland (1) BRITISH STEEL <sup>PIC</sup> ~~PLC~~ whose registered office is situate at 9 Albert Embankment London SE1 7SN ("British Steel") (2) and H J BANKS & COMPANY LIMITED whose registered office is situate at Thrislington Industrial Estate Ferryhill West Cornforth County Durham DL17 9EU ("Banks") (3) WHEREAS:-

- (1) TDC is the Local Planning Authority for the purposes of this Agreement for the area within which the land described in the First Schedule (hereinafter called "the Site") is situated and by whom the obligations in the Agreement are enforceable
- (2) British Steel is the current fee simple absolute owner of the Site.
- (3) Banks has applied to develop the land in accordance with the Application.
- (4) TDC resolved at a meeting of its Board on the 15th September 1994 that it was minded to grant Planning Permission for the Development subject to completion of an agreement under Section 106 of the Town and Country Planning Act 1990 for the purpose of making exceptional arrangements in conjunction with the carrying out of the Development pursuant to the Planning Permission.

NOW THIS DEED is made pursuant to Section 106 of the Town & Country Planning Act 1990 (as amended) and Section 111 of the Local Government Act 1972 and all other powers so enabling and enactments which may be relevant for the purposes of giving validity hereto or facilitating the enforcement of the obligations herein contained and is a planning obligation for the purpose of Section 106 of the said Town & Country Planning Act 1990 AND WITNESSES as follows:-

#### 1. **Definitions**

In this deed unless the context otherwise requires the following expressions shall have

following meanings:-

**"aftercare"** means the five year period of statutory aftercare applicable to the Site following restoration

**"this Agreement"** means this deed

**"the Application"** means planning application reference no TDC/94/65 or any amendment or modification thereof

**"the Development"** means the proposed operations of Banks pursuant to the Planning Permission

**"Option Agreement"** means the option agreement between Banks and British Steel relating to the Clarence Works Site, Cleveland and dated 24th January 1994

**"the Planning Condition(s)"** relates to the planning condition(s) attached to the Planning Permission

**"the Planning Permission"** means planning permission granted pursuant to the Application and any amendment or modification thereof

**"Port Clarence Landfill Site"** means the Site

**"the Restoration Consultative Group"** means a committee of representatives established in accordance with paragraph 3.1 of the Second Schedule hereto

**"Waste Disposal Operations"** means the depositing of imported waste onto the Site

**"Waste Management Licence"** means a waste management licence in a form acceptable to Banks issued to Banks by the Environment Agency authorising disposal of waste on the Site

3.6 TDC will forthwith upon the written request of Banks [at any time after the obligations of Banks under this Agreement have been fulfilled] issue to Banks written confirmations thereof and thereafter forthwith cancel all related entries in the Register of Local Land Charges

or British Steel Cas approp  
in  
C  
if no longer applicable  
ABC

3.7 nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of TDC in the exercise of its statutory function and its rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if TDC were not a party to this Agreement

3.8 if any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

3.9 all sums payable and services due under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes

**Indemnity Covenant**

4. Banks hereby covenants with TDC and British Steel that in the event of Banks implementing the Planning Permission Banks will at its own expense comply with the covenants conditions and requirements set out in this Agreement and will indemnify and keep indemnified British Steel and TDC against all costs actions claims demands and expenses which British Steel or TDC may incur or for which British Steel or TDC may be or become liable as a result of Banks' breach or breaches of such covenants conditions and requirements

**British Steel's Covenant**

ABC  
ABC

5. British Steel hereby covenants with Banks and with TDC that whilst Banks shall have

an interest in the Site pursuant to the Option Agreement it shall not implement the Planning Permission

6. This Deed is a Local Land Charge and shall be registered as such

IN WITNESS whereof TDC, British Steel and Banks have caused their respective Common Seals to be affixed to this instrument as their Deed the day and year first before written

dxr032rc/6

THE COMMON SEAL of  
TEESSIDE DEVELOPMENT CORPORATION  
was hereunto affixed  
in the presence of:

Chairman

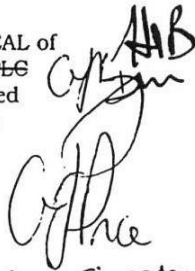


Chief Executive

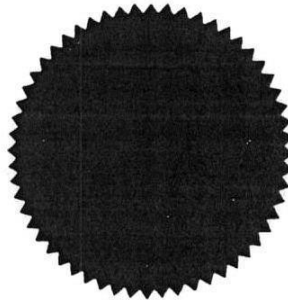


THE COMMON SEAL of  
BRITISH STEEL PLC  
was hereunto affixed  
in the presence of:

Director



Director *Authorised Signatory*

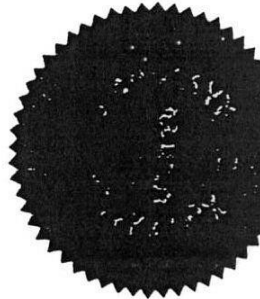


THE COMMON SEAL of  
H J BANKS & COMPANY LIMITED  
was hereunto affixed  
in the presence of:

Director



Director



**THE FIRST SCHEDULE**

**"The Site"**

The land shown delineated by a broken line on plan no HJB/246/02b a copy of which is attached to this Agreement.

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**THE SECOND SCHEDULE**  
("The Obligations" - Clause 2)

**1. Traffic Routeing**

- 1.1 Use best endeavours to ensure that all goods vehicles used for the carriage of Waste ("GVs") travelling to or from the Site shall only use the access road and public highway network as shown in green on plan no HJB/246/10b ("the Approved Route") attached hereto SAVE where such GV's may be required to make detours from such Approved Route for local loading and unloading, roadworks or due to temporary or permanent road traffic restrictions imposed by the relevant authorities or such other alternative route or routes as shall be approved in writing beforehand by TDC.
- 1.2 Erect signs at the exit point to the Site informing drivers of GV's of the requirement to use the Approved Route (which shall be specified thereon) together with a warning that offenders will be banned from the Site and use its best endeavours to ensure such action is implemented.
- 1.3 Take disciplinary action against its own employees not conforming to the routeing requirements.

**2. Liaison Committee**

- 2.1 Prior to the commencement of the Development use best endeavours to establish a local liaison committee consisting of a representative from Banks and TDC and not more than one officer each from the following groups:-
  - 2.1.1 Environment Agency
  - 2.1.2 Environmental Health Authority - Stockton on Tees Borough Council