

Lower Thames Crossing

9.164 Section 106 Agreement – Brentwood Borough Council (Clean version)

Infrastructure Planning (Examination
Procedure) Rules 2010

Volume 9

DATE: December 2023
DEADLINE: 10

Planning Inspectorate Scheme Ref: TR010032
Examination Document Ref: TR010032/EXAM/9.164

VERSION: 3.0

Revision History

Version	Date	Submitted at
1.0	17 November 2023	Deadline 7
2.0	11 December 2023	Deadline 9
3.0	20 December 2023	Deadline 10

Lower Thames Crossing

9.164 Section 106 Agreement – Brentwood Borough Council (Clean version)

List of contents

	Page number
1 Introduction	1
Appendices	2
Appendix A s106 agreement (completed).....	3

Introduction

- 1.1.1 This document presents the completed section 106 agreement (s106) between National Highways (the Applicant) and Brentwood Borough Council.
- 1.1.2 In summary the agreement provides the following:
- a. An annual financial contribution (index linked) towards various officer posts to assist the Council in meeting its obligations on account of the Authorised Development.
 - b. Payment of said financial contribution is triggered by an input date i.e. the intended first date on which work falling within a relevant role at the Council is requested or required by the Applicant in respect of matters under the Development Consent Order in respect of the Authorised Works
 - c. Payment of the said financial contribution will cease six months post the construction end date which is defined as the date when the road tunnels are open for public use.
- 1.1.3 The completed s106 agreement between the Applicant and Brentwood Borough Council is presented in full in Appendix A.

Appendices

Appendix A s106 agreement (completed)

DATED 20 December 2023

(1) BRENTWOOD BOROUGH COUNCIL

and

(2) NATIONAL HIGHWAYS LIMITED

DEED

**Pursuant to section 106 of the Town and Country Planning Act
1990 and section 111 of the Local Government Act 1972 relating
to the Lower Thames Crossing**



BDB PITMANS

Registered Office

One Bartholomew Close
London
EC1A 7BL
DX 339401 London Wall

50/60 Station Road
Cambridge
CB1 2JH
DX 339601 Cambridge 24

The Anchorage
34 Bridge Street
Reading, RG1 2LU
DX 146420 Reading 21

Grosvenor House
Grosvenor Square
Southampton, SO15 2BE
DX 38516 Southampton 3

T +44 (0)345 222 9222

W www.bdbpitmans.com

TABLE OF CONTENTS

1	Interpretation.....	3
2	Legal Effect	5
3	Conditionality.....	6
4	Development Consent Obligations	7
5	Release	7
6	Further Planning Permissions and Development Consent Orders	7
7	Obligations of the Council	8
8	Expiry or Revocation.....	8
9	Certificates of Compliance.....	8
10	Resolution of Disputes.....	8
11	Notices.....	9
12	Notice of Authorised Development and Input Date	10
13	Community Infrastructure Levy.....	10
14	VAT.....	10
15	Approvals	11
16	Good Faith.....	11
17	Rights of Third Parties	11
18	Jurisdiction	11
19	Variations	11
	SCHEDULE 1.....	12
	Officer Support Contributions	12
	PART 1.....	12
	PART 2.....	14
	SCHEDULE 2.....	16
	Council's Obligations.....	16

Annex - Plan showing land owned by National Highways

THIS AGREEMENT is dated 20 December

2023

BETWEEN

(1) **BRENTWOOD BOROUGH COUNCIL** of Town Hall, Ingrave Road, Brentwood, Essex CM15 8AY (the **Council**);

and

(2) **NATIONAL HIGHWAYS LIMITED** of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ (Company Registration number 09346363) (**National Highways**).

Together '**the Parties**'.

WHEREAS

- (A) Brentwood Borough Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for an administrative area in respect of which part of the Lower Thames Crossing Project is situated;
- (B) On 31 October 2022 National Highways applied to the Secretary of State for Transport (c/o The Planning Inspectorate) under section 37 of the Planning Act 2008 for a development consent order entitled 'The A122 (Lower Thames Crossing) Development Consent Order' (the **Development Consent Order**);
- (C) The Development Consent Order would enable National Highways to acquire rights in land, to construct various works and exercise powers for the purposes of, and in connection with, the construction of works authorised by the Development Consent Order, namely works to construct the A122 Lower Thames Crossing project, a new road connection between the A2 and M2 in Kent and the M25 south of junction 29, crossing the River Thames through a tunnel;
- (D) The Parties enter into this Deed in order to secure the development consent obligations (within the meaning of section 106(14) of the 1990 Act, as inserted by s174(2) of the Planning Act 2008) contained in it; and
- (E) National Highways is the freehold owner of the Land (as defined in clause 1.1).

NOW IT IS HEREBY AGREED AS FOLLOWS

1 Interpretation

1.1 In this Deed the following terms and expressions have the following respective meanings unless otherwise stated:

1972 Act	means the Local Government Act 1972;
1990 Act	means the Town and Country Planning Act 1990;
2008 Act	means the Planning Act 2008;
Application	means the application submitted by National Highways to the Secretary of State on 31 October 2022, pursuant to section 37 of the 2008 Act for the Order to grant development consent for the Authorised Development;
Authorised Development	has the meaning ascribed to the term "authorised development" in the Development Consent Order;
Business Day	means any day (apart from Saturday, Sunday and any statutory bank holiday) on which clearing banks are open in England for the transaction of ordinary business;
CIL	means the charge created pursuant to section 205 of the 2008 Act and Regulation 3 of the CIL Regulations and referred to as the Community Infrastructure Levy in those enactments;
CIL Regulations	means the Community Infrastructure Levy Regulations 2010;
Commencement	means the carrying out of a material operation as defined in section 155 of the 2008 Act comprised in the Authorised Development and the words 'Commence' and 'Commenced' and cognate expressions shall be construed accordingly but shall exclude any Preliminary Works;
Commencement Date	means the date of Commencement of the Authorised Development pursuant to the Development Consent Order;
Construction End Date	means the date when the tunnels comprised in the Authorised Development beneath the River Thames are open for traffic;

Development Consent Order	means the development consent order entitled The A122 (Lower Thames Crossing) Development Consent Order which may be made by the Secretary of State pursuant to the Application;
Dispute	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Deed or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
Expert	means an independent person appointed in accordance with the provisions of Clause 10 to determine a dispute between the Parties to this Deed;
Input Date	means the intended first date on which an officer of the Council as identified by a role in Part 2 of Schedule 1 will be invited or required by National Highways to engage in any consideration of matters under the provisions of the Development Consent Order in respect of the Authorised Works save in respect of any of the Preliminary Works;
Land	the freehold land edged in red on the plan annexed to this Deed being part of the land currently registered under title number EX671077 that part having been acquired by National Highways on 29 April 2021 registration of which is pending at the Land Registry;
Preliminary Works	means the preliminary works as defined in Part 1 of Schedule 2 of the Development Consent Order; and
Secretary of State	means the Secretary of State for Transport.

1.2 In interpreting this Deed:

- 1.2.1 words incorporating the singular shall include the plural and vice versa, words importing any gender include every gender;
- 1.2.2 words incorporating persons shall include firms, companies and corporations and vice versa;
- 1.2.3 references to the Council shall include any successors to its relevant statutory and other functions;
- 1.2.4 references to National Highways shall include any successors to its relevant statutory and other functions;

- 1.2.5 references to numbered Clauses, Paragraphs or Schedules are unless otherwise stated references to the relevant Clauses of, Paragraphs of and Schedules to this Deed;
- 1.2.6 references to numbered articles are unless otherwise stated references to the numbered articles comprised within the draft Development Consent Order submitted at Deadline 7 of the examination of the Application but are to be interpreted as being adjusted to the extent necessary to accord with the provisions of the Development Consent Order as made;
- 1.2.7 words denoting a requirement or an obligation on a Party to do any act, matter or thing include an obligation to procure that it can be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.8 references in this Deed to statutes, by-laws, regulations, orders and delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.9 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.10 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect;
- 1.2.11 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.12 references to 'the Parties' shall mean the Parties to this Deed and reference to a 'Party' shall mean either of the Parties;
- 1.2.13 references to 'notice' shall mean notice in writing;
- 1.2.14 references to 'including' shall mean including without limitation;
- 1.2.15 terms and expressions defined in the Schedules shall have the meanings specified wherever those terms and expressions are used in this Deed; and
- 1.2.16 the Interpretation Act 1978 shall apply to this Deed.

2 Legal Effect

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act, section 111 of the 1972 Act and all other enabling powers.
- 2.2 The obligations, covenants and undertakings on the part of National Highways in this Deed are planning obligations in the form of development consent obligations (to the

extent that they are capable of so being) and bind National Highways' interest in the Land and are enforceable by the Council in its capacity as local planning authority and any covenants contained herein which are not planning obligations are entered into pursuant to section 111 of the 1972 Act and section 1 of the 2011 Act and are enforceable by the Council in its capacity as a local authority and a party to this Deed.

- 2.3 This Deed is a local land charge and shall be registered as such by the Council in accordance with the Local Land Charges Act 1975.

3 Conditionality

- 3.1 Subject to clause 3.2, the Parties agree that Clauses 4 and 9 shall not have operative effect until the Development Consent Order has come into force and all other Clauses and Schedules in this Deed shall have operative effect upon the date of this Deed.

- 3.2 In the event that the Development Consent Order becomes the subject of any judicial review proceedings:

3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operational effect unless the Authorised Development has been Commenced;

3.2.2 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused, this Deed will cease to have any further effect and any money paid to the Council pursuant to the Schedules and not spent or committed by the Council shall be repaid in full within 56 days of the final determination of such proceedings;

3.2.3 if following the final determination of such proceedings the Development Consent Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is granted, then the provisions of this clause will apply to the Development Consent Order made in that event; and

3.2.4 if following the final determination of such proceedings the Authorised Development is capable of being Commenced, then this Deed will take effect in accordance with its terms.

- 3.3 For the purposes of this Deed, proceedings by way of judicial review are finally determined:

3.3.1 when permission to bring a claim for judicial review has been refused and no further application may be made;

3.3.2 when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

3.3.3 when any appeal is finally determined and no further appeal may be made.

4 Development Consent Obligations

4.1 National Highways covenants with the Council to perform and observe:

4.1.1 the development consent obligations contained within Schedule 1; and

4.1.2 any other obligations which are not development consent obligations contained in the Schedule 1 pursuant to section 111 of the 1972 Act and all other powers so enabling, in each case so far as they relate to National Highways' land interests in the Order Land from time to time.

4.2 The Parties agree that the development consent obligations contained in this Deed will not be enforceable against any owner of any land interest in the Land who is not a party to this Deed nor against any successors in title to or permitted assignees or any person claiming through or under other such owner's interest in the Land (save for National Highways) unless that person itself undertakes the Authorised Development.

5 Release

5.1 Subject to Clause 5.2 and 5.4 National Highways shall upon transfer of the entirety of its benefit under the Development Consent Order from National Highways to another party or parties under the provisions of article 8 of the Development Consent Order be released from all obligations in this Deed but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

5.2 For the purposes of clause 5.1 a transfer of the entirety of the benefit of the Development Consent Order shall be deemed to have occurred if National Highways transfers the entirety of its remaining benefits under the Development Consent Order, some benefits having already been transferred under article 8.

5.3 In the event that National Highways no longer has an interest in the Land but is still the undertaker for the purposes of the Development Consent Order, this Deed shall remain enforceable against it by the Council.

5.4 National Highways shall not transfer or grant all of the benefit of the Development Consent Order pursuant to article 8 thereof unless the party to which it proposes to effect the transfer or grant has first entered into a Deed with the Council on terms equivalent to this Deed.

6 Further Planning Permissions and Development Consent Orders

6.1 Nothing in this Deed shall be construed as prohibiting or limiting the rights of National Highways to use or develop any part of the Land in accordance with and to the extent permitted by, permitted development rights, planning permission, development consent or other statutory authority other than the Development Consent Order.

7 Obligations of the Council

- 7.1 The Council covenants with National Highways to observe and perform or cause to be observed and performed the obligations on the part of the Council contained in this Agreement.

8 Expiry or Revocation

- 8.1 If the Development Consent Order expires pursuant to Requirement 2 of Schedule 2 of the Development Consent Order or is revoked prior to the Commencement Date then this Deed shall forthwith determine and cease to have effect and the Council will forthwith cancel all entries made in its register of local land charges in respect of this Deed.
- 8.2 Any monies paid to the Council pursuant to the Schedules and not spent or contractually committed at the time of termination of this Deed under this Clause shall be repaid in full within 56 Business Days of termination.

9 Certificates of Compliance

- 9.1 The Council will upon request by National Highways certify compliance or partial compliance with the provisions of this Deed subject to the Council being reimbursed its legal and administrative costs reasonably incurred in doing so.
- 9.2 If so requested by National Highways, the Council in relation to a request under clause 9.1 will (subject to National Highways reimbursing legal costs properly and reasonably incurred by the Council in connection thereto) execute a deed of release or partial release from the relevant provisions of this Deed and promptly register the same in its register of local land charges.

10 Resolution of Disputes

- 10.1 In the event of any Dispute arising between the Parties as regards this Agreement, the Parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least one senior representative from each Party.
- 10.2 If the Parties are unable to resolve the Dispute amicably pursuant to Clause 10.1, one Party may by serving notice on the other ('the Notice') refer the Dispute to an Expert for determination.
- 10.3 The Notice must specify:
- 10.3.1 the nature, basis and brief description of the Dispute;
 - 10.3.2 the Clause or Paragraph of this Deed pursuant to which the Dispute has arisen; and
 - 10.3.3 the proposed Expert.

- 10.4 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Business Days after the date of the Notice then any disputant Party may request the President of the Law Society to nominate the Expert at the joint expense of the Parties in Dispute, and the Party making the request shall further request that such a nomination should be made within 10 Business Days of the request, and any failure of such nomination to be made within 10 Business Days shall entitle either Party to withdraw from the process of appointing an Expert and to refer the Dispute to the courts of England and Wales instead.
- 10.5 The Expert shall act as an expert and not as an arbitrator and the Expert's decision will (in the absence of manifest error) be final and binding on the Parties and the Parties shall bear the costs associated with the Expert's determination of the Dispute:
- 10.5.1 in such manner as the Expert may determine and in doing so the Expert shall take into account the reasonableness of the Parties' respective positions leading to the Dispute arising between them and thereafter before its determination; or
- 10.5.2 in the event that the Expert makes no determination as to costs, such costs will be borne by the Parties in equal shares.
- 10.6 The Expert will be appointed subject to an express requirement that he or she reaches a decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 28 Business Days from the date of the Expert's appointment to act.
- 10.7 The Expert will be required to give notice to both Parties inviting each of them to submit to the Expert within 10 Business Days written submissions and supporting material and will afford to each of the Parties an opportunity to make counter submissions within a further 5 Business Days in respect of any such submission and material.

11 Notices

- 11.1 Any notice, consent or approval required to be given under this Deed shall be in writing (in each case annotated with the reference 'Lower Thames Crossing') and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons or address as may be notified by the relevant Party from time to time.
- 11.2 Any such notice must be delivered by hand or sent by first class post, registered delivery or courier service and shall conclusively be deemed, in the absence of evidence of earlier receipt, to have been received:
- 11.2.1 if delivered by hand, on the next Business Day after the day of delivery; and
- 11.2.2 if sent by first class post, registered delivery or courier service within the United Kingdom, on the day falling 2 Business Days after the day posting or dispatch, exclusive of the day of posting or dispatch.
- 11.3 The address for service of any such notice, consent or approval as aforesaid is:

- 11.3.1 in the case of service upon the Council the address provided at the front of this Deed or such other address for service as the Council may from time to time designate by written notice to the other Party and any such notice shall be marked for the attention of Director of Place Services;
- 11.3.2 in the case of service upon National Highways, the address provided at the front of this Deed marked for the attention of the Company Secretary or such other name or address for service as National Highways may from time to time designate by written notice to the Council.
- 11.4 A Party or its successor may from time to time expressly give notice by reference to this sub clause that it will accept service of notices, consents or approvals by electronic means, as specified in the notice and if it has done so, service upon that Party may (but need not) be affected in the manner so specified in the last such notice in addition to, or instead of, service by hand or by any other means set out in Clause 11.2 and a document served by electronic means shall be deemed served on the next Business Day after sending.

12 Notice of Authorised Development and Input Date

- 12.1 National Highways shall provide the Council (in writing):
- 12.1.1 with as much notice as reasonably practicable of the relevant Input Date and no less than 3 months' notice thereof.
- 12.1.2 notice of the intended Commencement Date not later than 30 Business Days prior to that date.
- 12.1.3 within 30 Business Days following the occurrence of each of the following notice of:
- (a) the Commencement Date; and
 - (b) the day on which the Construction End Date fell.

13 Community Infrastructure Levy

- 13.1 The Parties hereby acknowledge and agree that this Deed has been negotiated and agreed on the assumption that liability to CIL does not arise in respect of the Authorised Development on account of the proposed dis-application of the CIL Regulations by way of article 53(6) of the Development Consent Order.

14 VAT

- 14.1 If this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by the Council to National Highways then the Council shall use all reasonable endeavours to recover VAT in the first instance.

14.2 If this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by the Council to National Highways then, subject to the Council complying with Clause 14.1 National Highways shall pay to the Council or third party an amount equal to the VAT chargeable in addition to and at the same time as any payment or the provision of any other consideration for such supply upon provision of a valid VAT invoice addressed to National Highways.

15 Approvals

15.1 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

16 Good Faith

16.1 The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

17 Rights of Third Parties

17.1 It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Third Parties) Act 1999 to enforce any term of this Deed.

18 Jurisdiction

18.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

18.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

19 Variations

19.1 No variation of this Deed shall be effective unless it is in writing and duly executed on behalf of the Parties.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Officer Support Contributions

PART 1

- 1 National Highways shall make payments to the Council in accordance with this Schedule until six months after the Construction End Date according to the table in Part 2 of this Schedule (the "Table") to assist the Council in meeting their obligations arising on account of the Authorised Development on the basis that doing so imposes on them additional cost burdens over and above their general duties and responsibilities and in particular discharging the roles and obligations mentioned in the Table and any other responsibilities within that role that arise directly from the Authorised Development.
- 2 The said payments shall be made annually, the first payment for each role being due on the date which is two months before the Input Date for that role as notified by National Highways under clause 12.1.1 with the final payment being reduced pro rata if the timing of it is such that it would cover less than a full 12 month period.
- 3 The payments made under this Schedule shall be applied by the Council for the purposes described in this Schedule and for no other purposes.
- 4 If any part of any annual payment made under this Schedule has not been applied in accordance with paragraph 1 of this part of this Schedule by the anniversary of that payment then a sum equal to that part shall be repaid to National Highways within 56 Business Days whether or not requested by National Highways and National Highways shall be entitled to request and promptly receive from the Council at any time after the relevant anniversary full details and supporting evidence of how sums paid by National Highways under this Schedule have been applied.
- 5 The payments made under this Schedule shall be index linked as from the date of this agreement by reference to the Retail Prices Index and should that index cease to exist at any time then by reference to another index to be agreed between the Parties, failing which by reference to the disputes procedure in clause 10.
- 6 If the Council considers that the Authorised Development has caused or will cause it to incur costs over and above those mentioned in the Table that is a cost burden over and above its general duties and responsibilities then it may make a fully reasoned request to National Highways in writing for reimbursement of those costs from National Highways and National Highways will use its reasonable discretion in deciding whether or not to reimburse any such costs requested in full or in part.
- 7 If works on the Authorised Development should cease either permanently or temporarily the payments due to the Council under this Schedule shall be suspended until such time works resume (if the works resume at all) and the period of suspension shall be added to the interval at which the next payment is due.

- 8 If the Lower Thames Crossing project (being the subject of the prospective Development Consent Order) is cancelled before works upon it Commence then no payments or further payments under this Schedule shall be payable by National Highways and any unexpended sums provided to the Council under this Schedule shall be returned forthwith to National Highways.

PART 2

Role	Purpose of Payment: (Assessment of Additional Burden to Council)	Annual Cost of Additional Burden / Capacity Per Annum
Planning Officer / Project Manager	<p>Co-ordinating and providing comments on applications made under Schedule 2 of the Development Consent Order.</p> <p>Liaising with technical specialists to provide appropriate comments on management plans.</p> <p>To ensure an appropriately qualified person is responding to National Highways' applications.</p>	£7,573
Environmental Health Officer	<p>Reviewing applications made under Schedule 2 of the Development Consent Order.</p> <p>Supporting the efficient approval of applications, plans and schemes associated with the Development Consent order, including liaising with the Contractors and National Highways.</p> <p>Monitoring compliance with the Development Consent Order.</p> <p>Monitoring construction noise levels at the site and measure compliance with the relevant environmental measures committed to by National Highways.</p> <p>Section 61 approvals.</p>	£8,199
Landscape and Ecology Officer	<p>Reviewing and providing comments on applications made under Schedule 2 of the Development Consent Order where applicable to their role including but not limited to the Landscape and Ecology Management Plan (LEMP) and the Environmental Management Plan (EMP)</p> <p>Attending and engaging as a member of the Advisory Group, as detailed in Section 4 of the outline LEMP as defined in the Development Consent Order.</p>	£2,000
Economic Development and Skills Officer	<p>Attending the Employment and Skills Working Group established under National Highways' Skills Education and Employment Strategy by reference to Part 2 of the stakeholder actions and commitments register as referred to in article 61 of the Development Consent Order.</p>	£347

	<p>Sharing expertise and insight on emerging local priorities and act as a key consultee, in order to enable National Highways to maximise opportunities through the development of the Skills Education and Employment Strategy and Employment and Skills Plans.</p> <p>Supporting National Highways and the Contractors to deliver initiatives that meet the ambitions and targets set out in the Skills Education and Employment Strategy</p> <p>Working in partnership with the other member of the Employment and Skills Working Group members to develop and deliver initiatives that support sustainable skills and employment outcomes for local communities and the local economy in response to the delivery of the Authorised Development.</p> <p>To identify, promote and champion local skills and employment initiatives to enable local communities to maximise benefits through effective communication and engagement channels.</p>	
--	--	--

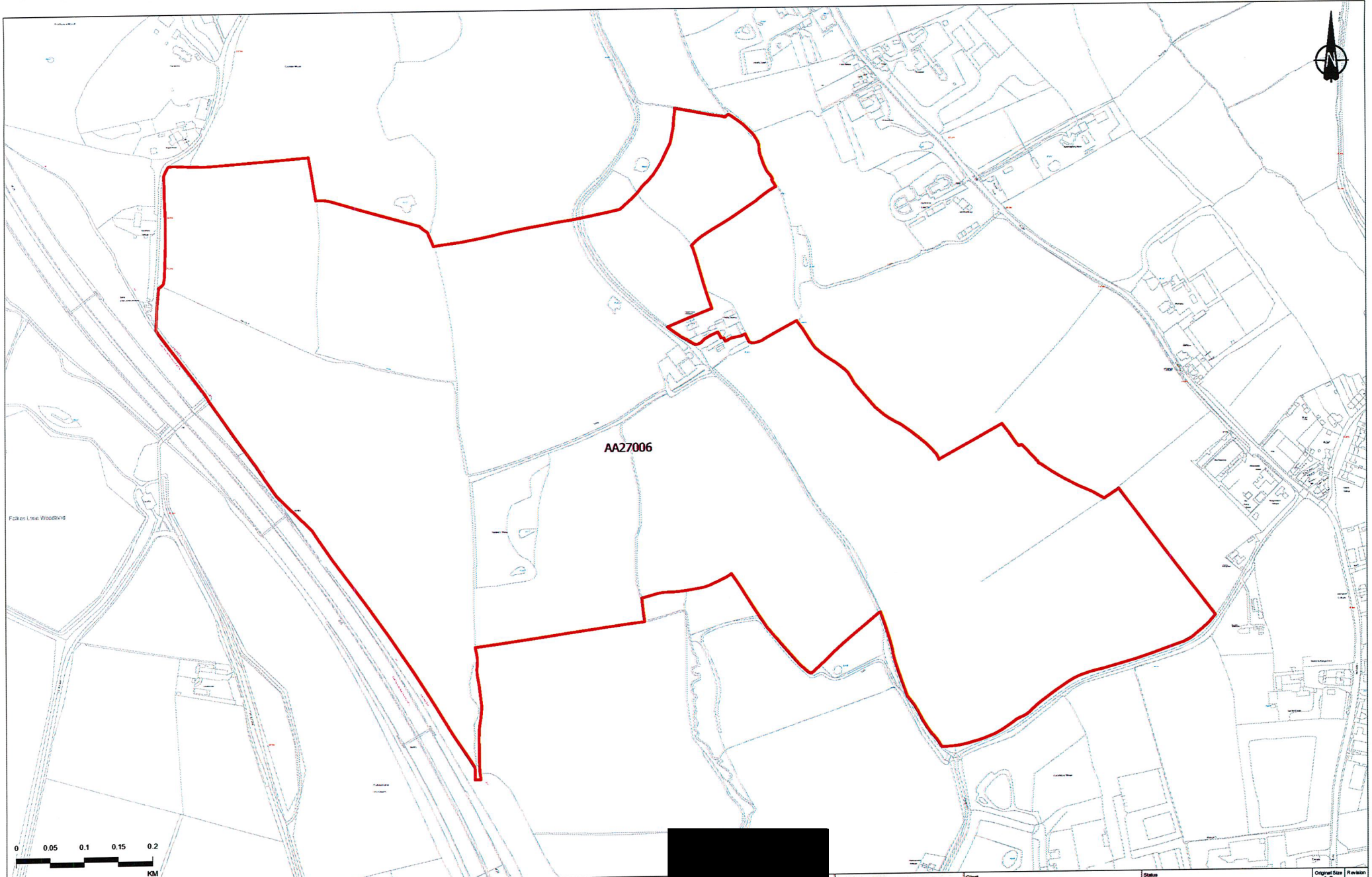
SCHEDULE 2

Council's Obligations

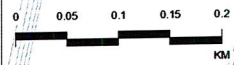
1 **Registration**

- 1.1 This Deed shall be registered by the Council promptly after the date of this Deed as a local land charge in the relevant local land charges registers.
- 1.2 Following the performance and satisfaction of all the obligations contained in this Deed, the Council shall forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed.


Annex - Plan showing land owned by National Highways



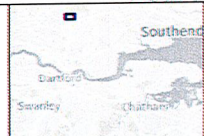
AA27006




Copyright Ordnance Survey with the Crown's copyright and database right 2013. Ordnance Survey is the national mapping agency for Great Britain and Northern Ireland. This material is not to be used in any way that may suggest an endorsement or approval by Ordnance Survey. All rights reserved. Ordnance Survey consent is given that this material may be reproduced in any form, subject to the usual disclaimer. Ordnance Survey and the National Grid are registered trademarks of Ordnance Survey. Other names may be the registered trademarks or trademarks of their respective owners. Ordnance Survey names are used here for reference only and do not constitute an endorsement or approval by Ordnance Survey.

Legend
 Outline of Land Parcel

PO1	02	09/12/2023	For information	DS	LS	ZS
Rev	Status	Rev. Date	Purpose of revision	Drawn	Checked	Approved



Client

 Project
LOWER THAMES CROSSING

Status	For information	Original Size	A3	Revision	PO1
Scale	1:1,000				
Drawing Title	AA27006				
Drawing Number	HE540039-CJV-VGN-GEN-DRA-LAP-08852				

Executed as a deed by affixing the)
common seal of BRENTWOOD BOROUGH)
COUNCIL)
in the presence of:



Authorised Signatory

[COMMON SEAL]



Executed as a deed by affixing the)
common seal of NATIONAL HIGHWAYS)
in the presence of)

[COMMON SEAL]

[Redacted Signature]

Authorised Signatory

In the presence of a Witness:

Witness name:

Witness Address:

[Redacted Address]



If you need help accessing this or any other National Highways information, please call **0300 123 5000** and we will help you.

© Crown copyright 2023.

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. To view this licence:

visit www.nationalarchives.gov.uk/doc/open-government-licence/

write to the **Information Policy Team, The National Archives, Kew, London TW9 4DU**, or email psi@nationalarchives.gsi.gov.uk.

Mapping (where present): © Crown copyright and database rights 2023 OS 100030649. You are permitted to use this data solely to enable you to respond to, or interact with, the organisation that provided you with the data. You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.

If you have any enquiries about this publication email info@nationalhighways.co.uk or call **0300 123 5000***.

*Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and must count towards any inclusive minutes in the same way as 01 and 02 calls.

These rules apply to calls from any type of line including mobile, BT, other fixed line or payphone. Calls may be recorded or monitored.

Printed on paper from well-managed forests and other controlled sources when issued directly by National Highways.

Registered office Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ

National Highways Limited registered in England and Wales number 09346363