



# Lower Thames Crossing

## 9.168 Section 106 Agreement – London Borough of Havering (Tracked changes version)

Infrastructure Planning (Examination  
Procedure) Rules 2010

Volume 9

DATE: December 2023

DEADLINE: ~~10~~

Deleted: 9

Planning Inspectorate Scheme Ref: TR010032  
Examination Document Ref: TR010032/EXAM/9.168

VERSION: ~~3~~.0

Deleted: 2

### Revision History

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

# Lower Thames Crossing

## 9.168 Section 106 Agreement – London Borough of Havering

### (Tracked changes version)

#### List of contents

	Page number
<b>1 Introduction .....</b>	<b>1</b>
<b>Appendices .....</b>	<b>2</b>
<b>Appendix A London Borough of Havering letter titled: ‘Update on S106 Agreement Negotiations’ .....</b>	<b>3</b>
<b>Appendix B s106 agreement (signed by Applicant only) .....</b>	<b>5</b>

Deleted: 1 Introduction 3¶  
Appendices 3¶  
Appendix A s106 agreement (signed by Applicant only) ...

# 1 Introduction

- 1.1.1 This document presents the section 106 agreement (s106) between National Highways (the Applicant) and London Borough of Havering.
- 1.1.2 Agreement has been reached between the parties, however the attached s106 agreement has only been ~~executed~~ by the Applicant. London Borough of Havering has confirmed agreement to the wording in the s106 agreement and advised that its formal signatory process ~~has not completed~~. It is ~~expected~~ that the agreement will be ~~executed by~~ the Council in January 2024.
- ~~1.1.3 The Applicant refers the Examining Authority to London Borough of Havering's Deadline 9A PINS submission titled 'Update on S106 Agreement Negotiations' (appended in Appendix A) which confirms this position.~~
- 1.1.4 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.
  - (d) The Applicant covenants to pay to the Council a one-off payment of £20,000 to assist the Council to make the necessary changes to the Historic Environment Record that would result from the Authorised Development and to upgrade the online Historic Environment Record
- 1.1.5 The s106 agreement ~~executed by~~ the Applicant is presented in full in ~~Appendix B~~.

**Deleted:** signed

**Deleted:** it is currently undertaking

**Deleted:** .

**Deleted:** planned

**Deleted:** s106

**Deleted:** signed by both parties

**Deleted:** submitted to

**Deleted:** Examining Authority at Deadline 10.

**Deleted:** National Highways

**Deleted:** between

**Deleted:** and London Borough of Havering

**Deleted:** Appendix A.



## Appendices

**Appendix A London Borough of Havering letter  
titled: 'Update on S106 Agreement Negotiations'**



**Havering**  
LONDON BOROUGH

Mr Rynd Smith  
Lead Member of the Examining Authority

**Daniel Douglas**  
**Team Leader Transport Planning**

**Place Directorate**  
London Borough of Havering  
Havering Town Hall  
Main Road  
Romford  
RM1 3BB

e [redacted] t [redacted]  
[redacted]@havering.gov.uk

text relay [redacted]

Date 15th December 2023

[www.havering.gov.uk](http://www.havering.gov.uk)

## **London Borough of Havering (20035775) – Update on Section 106 Agreement**

Dear Sir,

Following Havering's Deadline 9 submission confirming to the ExA that the Council had agreed a section 106 with the Applicant, it has now received engrossments for signing and sealing. Havering is now progressing this.

It is now the case that the S106 will not be able to be formally signed and sealed by the end of the Examination on 20<sup>th</sup> December, due to internal governance procedures.

A copy of the signed and sealed S106 will be submitted to the Lower Thames Crossing Case Team as soon as possible post the Examination closure.

Yours faithfully,

Daniel Douglas

Team Leader Transport Planning

**The Havering you want to be part of**

**Appendix B s106 agreement (signed by Applicant only)**

DATED

2023

(1) LONDON BOROUGH OF HAVERING

and

(2) NATIONAL HIGHWAYS LIMITED

---

**DEED**

**Pursuant to section 106 of the Town and Country Planning  
Act 1990 section 111 of the Local Government Act 1972  
and section 1 of the Localism Act 2011 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](http://www.bdbpitmans.com)

## TABLE OF CONTENTS

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

Annex - Plan showing land owned by National Highways

**THIS AGREEMENT** is dated

2023

BETWEEN

(1) The **LONDON BOROUGH OF HAVERING** of Town Hall Main Road Romford RM1 3BB (**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) The London Borough of Havering is the local planning authority and highway authority 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 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 the Lower Thames Crossing Project.

(D) The Parties enter into this Deed in order to secure the performance of the obligations contained in it.

(E) National Highways is the freehold owner of the Land.

NOW IT IS HEREBY AGREED AS FOLLOWS

## **1 Interpretation**

1.1 In this Deed the following terms and expressions (including in the recitals hereof) have the following respective meanings unless otherwise stated:

<b>1972 Act</b>	means the Local Government Act 1972;
<b>1990 Act</b>	means the Town and Country Planning Act 1990;
<b>2008 Act</b>	means the Planning Act 2008;
<b>2011 Act</b>	means the Localism Act 2011;
<b>Application</b>	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 Lower Thames Crossing Project;

**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 both tunnels comprised in the Authorised Development to be constructed beneath the River Thames are open for use by the public;

**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 9 to



determine a dispute between the Parties to this Deed;

**Historic Environment Record** means the public record of local archaeological sites, finds and historic buildings and historic landscapes maintained and managed by the Council;

**Input Date** means the intended first date on which each officer of the Council as identified by a role in Part 2 and Part 3 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 with the exception of archaeological investigations;

**Land** means that part of the land known as Plot 86, M25, Upminster shown edged shaded blue on the Plan annexed to this Deed which is within the administrative area of the London Borough of Havering being part of land registered at HMLR under title number EX957898;

**Lower Thames Crossing Project** means the project which is the subject of the Application for the construction of 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;

**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 reflect any re-numbering of the articles in 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 'including' shall mean including without limitation;
- 1.2.14 terms and expressions defined in the Schedules shall have the meanings as defined in those Schedules wherever those terms and expressions are used in this Deed; and
- 1.2.15 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 1 of the 2011 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 8 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 Business 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 has been determined and no further appeal may be made.

#### **4 Obligations**

4.1 In carrying out the Authorised Development National Highways covenants with the Council to perform and observe the obligations contained within Schedule 1.

#### **5 Release**

5.1 Subject to clauses 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 Council 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 the obligations in this Deed shall remain enforceable by the Council against National Highways.

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 Obligations of the Council**

6.1 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 Schedules 1 and 2.

#### **7 Expiry or Revocation**

7.1 If the Development Consent Order expires 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.

7.2 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.

## **8 Certificates of Compliance**

- 8.1 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.
- 8.2 If so requested by National Highways the Council 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.

## **9 Resolution of Disputes**

- 9.1 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.
- 9.2 If the Parties are unable to resolve the Dispute amicably pursuant to Clause 9.1, one Party may by serving notice on the other ('the Notice') refer the Dispute to an Expert for determination.
- 9.3 The Notice must specify:
- 9.3.1 the nature, basis and brief description of the Dispute;
  - 9.3.2 the Clause or Paragraph of this Deed pursuant to which the Dispute has arisen; and
  - 9.3.3 the proposed Expert.
- 9.4 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 Business Days after the service 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 to make such nomination 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.
- 9.5 If the appointed Expert is or becomes unable or unwilling to act any Party may within 10 Business Days of the Expert being or becoming unable or unwilling to act, serve a notice on the other Party proposing a replacement Expert and the Parties will follow the process set out in clause 9.4 to settle the appointment of the replacement Expert.
- 9.6 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:
- 9.6.1 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

- 9.6.2 in the event that the Expert makes no determination as to costs, such costs will be borne by the Parties in equal shares.
- 9.7 The Expert will be appointed subject to an express requirement that the Expert 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.
- 9.8 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.
- 9.9 The Parties agree that nothing in clauses 9.1 to 9.8 shall prevent the Council from invoking article 64 of the Development Consent Order provided that no matter shall be the subject both of a Dispute dealt with under the provisions of this clause and a reference to arbitration under the provisions of article 64 of the Development Consent Order.

## **10 Notices**

- 10.1 Any notice, consent agreement, confirmation, expression of satisfaction or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing (in each case annotated with the reference 'Lower Thames Crossing') and 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.
- 10.2 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:
- 10.2.1 if delivered by hand, on the next Business Day after the day of delivery; and
- 10.2.2 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.
- 10.3 The address for service of any such notice, consent or approval as aforesaid is:
- 10.3.1 in the case of service upon the Council, the address provided at the front of this Deed marked for the attention of Lower Thames Crossing DCO Project Manager Department of Highways Traffic and Parking Control or such other officer and address for service as the Council may from time to time designate by written notice to National Highways;

- 10.3.2 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 and address for service as National Highways may from time to time designate by written notice to the Council.
- 10.4 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 10.2 and a document served by electronic means shall be deemed served on the next Business Day after sending.

## **11 Notice of Commencement and Input Date**

- 11.1 National Highways shall provide the Council (in writing):
- 11.1.1 with as much notice as reasonably practicable of every Input Date and in any event no less than 3 months' notice thereof;
- 11.1.2 with notice of the intended Commencement Date, no later than 30 Business Days prior to that date; and
- 11.1.3 with notice of the occurrence of each of the following within 30 Business Days of each occurrence:
- (a) the Commencement Date; and
  - (b) the day on which the Construction End Date fell.

## **12 Community Infrastructure Levy**

- 12.1 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.

## **13 VAT**

- 13.1 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.
- 13.2 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 13.1 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.

**14 Good Faith**

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

**15 Rights of Third Parties**

- 15.1 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.

**16 Jurisdiction**

- 16.1 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.
- 16.2 Subject to clause 9, 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.

**17 Variations**

- 17.1 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 tables in Part 2 and Part 3 of this Schedule 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 obligations mentioned in the said tables 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 11.1 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 Subject to paragraphs 5, 6 and 7 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 of that anniversary 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 Any part of any annual payment made under this Schedule (save for the Local Authority Archaeological Officer role) may be applied by the Council towards another role or roles (the "Alternative Role" or "Alternative Roles") mentioned in the left hand column of the said tables provided that an annual payment in respect of that Alternative Role or Alternative Roles has been made (or the due date for such payment has passed) and further provided that National Highways is given notice by the Council of a re-allocation of any payment under this paragraph with full details of the re-allocation (or re-allocations) within one month thereof.
- 6 For the purposes of paragraph 4 the relevant annual payment for any Alternative Role shall be regarded as having been increased by the amount of any sums added to it as a result of a re-allocation under paragraph 5 as notified to National Highways under paragraph 5 for the year in question.
- 7 The Council may apply any unused part of any annual payment made in respect of the Local Authority Archaeological Officer in the subsequent year in respect of that role with the agreement of National Highways on the basis of a reasoned justification to do

so provided to National Highways by the Council, National Highways' approval not to be unreasonably withheld or delayed.

- 8 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 9.
- 9 If works on the Authorised Development (or preparing for such works to be carried out) 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.
- 10 If the Lower Thames Crossing project 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.
- 11 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.
- 12 National Highways covenants on or before the Commencement Date to pay to the Council a one-off payment of £20,000 to assist the Council to make the necessary changes to the Historic Environment Record that would result from the Authorised Development and to upgrade the online Historic Environment Record.

**PART 2**

<b>Role</b>	<b>Purpose of Payment: (Assessment of Additional Burden to Council)</b>	<b>Annual Cost of Additional Burden / Capacity Per Annum</b>
Flood and Drainage Engineer	<p>Reviewing detailed drainage design to confirm application of preliminary design and implementation of drainage mitigation commitments as secured in the REAC and Design Principles as defined in the Development Consent Order.</p> <p>Reviewing detailed ordinary watercourse diversion and crossing design - in line with protective provisions for drainage authorities and including Coalhouse Point wetland design, detailed water inlet design and operational / maintenance approach.</p> <p>Reviewing and implementing flood risk and drainage commitments including review of construction phase drainage plan and construction phase flood risk assessment.</p>	£4,331
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> <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>	£347



Role	Purpose of Payment: (Assessment of Additional Burden to Council)	Annual Cost of Additional Burden / Capacity Per Annum
	<p>Working in partnership with other members 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>	
Landscape and Ecology	<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>	£4,000

**PART 3**

<b>Role</b>	<b>Purpose of Payment: (Assessment of Additional Burden to Council)</b>	<b>Payment Year</b>	<b>Payment</b>
Local Authority Archaeological Advisor	<p>Attending meetings prior to implementation of archaeological mitigation works and prior to the implementation of historic building dismantling to input into the overall strategy for delivery of the Authorised Development.</p> <p>Attending progress meetings on archaeological mitigation works.</p> <p>Undertaking site monitoring programme of the archaeological mitigation works and the dismantling and recording of historic buildings and sharing relevant information.</p> <p>Responding to consultation requests on any proposed alterations to site specific written schemes of investigation.</p> <p>Reviewing statements, reports and publications where appropriate.</p> <p>Approval of the Post Excavation Assessment Report.</p> <p>Attending sign-off meetings once fieldwork considered complete and undertaking formal signing off procedures to confirm that the archaeological mitigation works have been carried out satisfactorily.</p>	1	£45,000
		2	£45,000
		3	£35,000
		4	£30,000
		5 and subsequent years	£15,000
Network Management Officer	<p>Undertaking local highway authority New Roads and Street Works Act (NRSWA) obligations under Part 3 of the Development Consent Order.</p> <p>Responding to applications for traffic regulation orders (TROs) under Part of the Development Consent Order.</p> <p>Reviewing and providing comments on the traffic management plans and travel plans produced by the Contractors appointed by National Highways to deliver the Authorised Development.</p> <p>Attendance and participation at the Traffic Management Forum and travel plan liaison group (as described in paragraphs 3.3.15 and E.9.1 respectively of the outline Traffic Management Plan for Construction as defined in the Development Consent Order.</p>	1	£42,689
		2	£42,689
		3 and subsequent years	
			£9,284

Highways Development Manager	<p>Participation in the detailed design process as appropriate in relation to the Lower Thames Crossing.</p> <p>Implementation of the side agreement with local highway authorities.</p> <p>Agreeing a local operating agreement in respect of works on the local highway network.</p> <p>Works to the local highway network (including signage, barriers, safety measures and visibility).</p> <p>Site inspections (during works and prior to issuing of final certificate), including testing of materials at National Highways' expense.</p> <p>Road safety audits (stages 3 and 4).</p> <p>Issuing of provisional certificates and final certificates in respect of works to the local highway network and all other actions required under any protective provisions for the benefit of the local highway authorities included in the Development Consent Order.</p>	1	£65,417
		2	£65,417
		3 and subsequent years	£14,179
Project Manager / Principal Planning Officer	<p>Coordinating 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 applications made by National Highways. It is proposed that the officer be of a principal level.</p>	1	£72,239
		2	£72,239
		3 and subsequent years	£15,833
Environmental Health officer	<p>Review 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 and measuring compliance with the relevant environmental measures committed to by National Highways.</p> <p>Section 61 approvals.</p>	1	£55,156
		2	£55,156
		3 and subsequent years	£12,044

## 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**

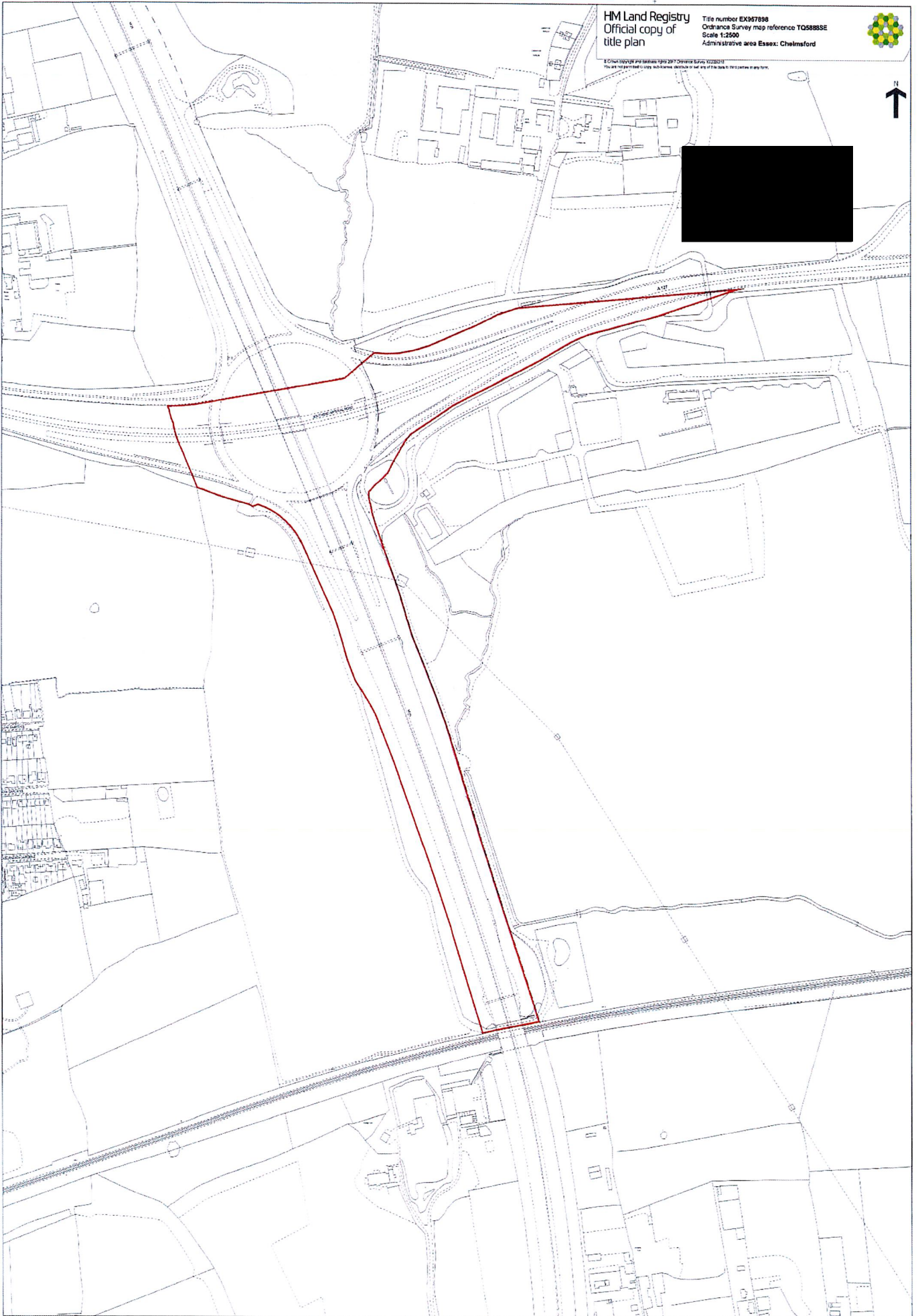


HM Land Registry  
Official copy of  
title plan

Title number EX957898  
Ordnance Survey map reference TQ5888SE  
Scale 1:2500  
Administrative area Essex: Chelmsford



A copy of this title plan is available for inspection at the HM Land Registry office in Birkenhead, Merseyside. The office is open to the public on weekdays between 10am and 4pm. For further information, please contact the HM Land Registry office in Birkenhead on 0151 206 1000.



This official copy issued on 25 October 2023 shows the state of this title plan on 25 October 2023 at 14:47:54.  
It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by HM Land Registry, Birkenhead Office.

Executed as a deed by affixing the )  
common seal of THE LONDON BOROUGH )  
OF HAVERING )  
in the presence of:

[COMMON SEAL]

\_\_\_\_\_  
Authorised Signatory

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

[COMMON SEAL]



Authorised Signatory

In the presence of a Witness: z [redacted]

Witness name: [redacted]

Witness Address [redacted]



2023/1

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/](http://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](mailto: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](mailto: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