

Appendix 7: Annex 1

Stanion Lane Corby s106 Agreement

DATE 5th April 2007

STANION PROPERTIES LIMITED
STANION PROPERTIES NO 1 LIMITED (1)
AND
CORBY BOROUGH COUNCIL (2)
AND
NORTHAMPTONSHIRE COUNTY COUNCIL (3)

PLANNING AGREEMENT
SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

Relating to the development of land north of
Long Croft Road, Corby
in the County of Northamptonshire

05/00013/OUT
05/00370/DPA

Marrons
1 Meridian South
Meridian Business Park
Leicester
LE19 1WY
Tel: 0116 289 2200
Fax: 0870 905 6617
Ref: MET 2288.12.3

THIS AGREEMENT is made this *5th* day of *April* 2007
 BETWEEN

1. **STANION PROPERTIES LIMITED** (Co. Regn. No. 04061882) and **STANION PROPERTIES NO 1 LIMITED** (Co. Regn. No. 04666128) of Berry House 4 Berry Street London EC1V 0AA (“the Owners”)
2. **THE CORBY BOROUGH COUNCIL** of Grosvenor House, George Street, Corby, Northants, NN17 1QB (“the Borough Council”)
3. **NORTHAMPTONSHIRE COUNTY COUNCIL** of County Hall, Northampton (“the County Council”)

RECITALS

1. The Borough Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Land is situated
2. The County Council is a Local Planning Authority and the Local Highways Authority for the area within which the land is situated
3. The Owners are the owners in fee simple in possession of the Land under Title Number NN217488
4. Planning applications have been made to the Borough Council for planning permission to carry out the Development
5. The Borough Council has resolved to grant the Planning Permissions subject to conditions and subject to the making of this Agreement without which planning permission for the Development would not have been granted.

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (including for the avoidance of doubt the Recitals hereto) the following expressions shall have the following meanings unless the context requires otherwise:-

“A6116 Environmental Improvements”	means environmental improvements at Stanion in association with the A6116 Corridor including acoustic fencing the cost of which shall not exceed £50,000 (FIFTY THOUSAND POUNDS) Index Linked
“A6116 Route Improvement Contribution”	the sum of £575,000 (FIVE HUNDRED AND SEVENTY FIVE THOUSAND POUNDS) Index Linked
“Additional Highway Land”	Means that part of the land showed hatched on Plan D as is required by the County Council for the Corby Link Road
“Approved Route(s)”	the route(s) shown on Plan C or such other route as is approved by the County Council
“Beneficial Occupation”	the occupation of any building or buildings or any part of any building or buildings comprising the Development for the use or uses authorised by the Planning Permissions
“Borough Council Woods”	Kings, Hazel and Thoroughsale Woods
“Breach”	the use of a Prohibited Road by a Heavy Commercial Vehicle on a Relevant Journey except in the circumstances outlined in paragraph 5.5 of the First Schedule hereto
“Commencement of Development”	shall mean the time when the Development is initiated or begun by the carrying of any of the operations specified in Section 56(4) (a) (b) (c) (d) of the Planning Act (other than the works of demolition site clearance fencing survey soil tests remediation works or archaeology tests) pursuant to either of the Planning Permissions and “Commence” or “Commenced” shall mutatis mutandis be construed accordingly
“Corby Link Road”	the proposed upgrade of the A43 linking Corby with the A14 identified on Plan E
“Corby Logistics Academy”	a building of approximately 5,000 sq.ft. designed for use as a training centre in connection with the logistics industry
“Corby Logistics Academy Fixtures Contribution”	means the sum of £50,000 (FIFTY THOUSAND POUNDS) Index Linked

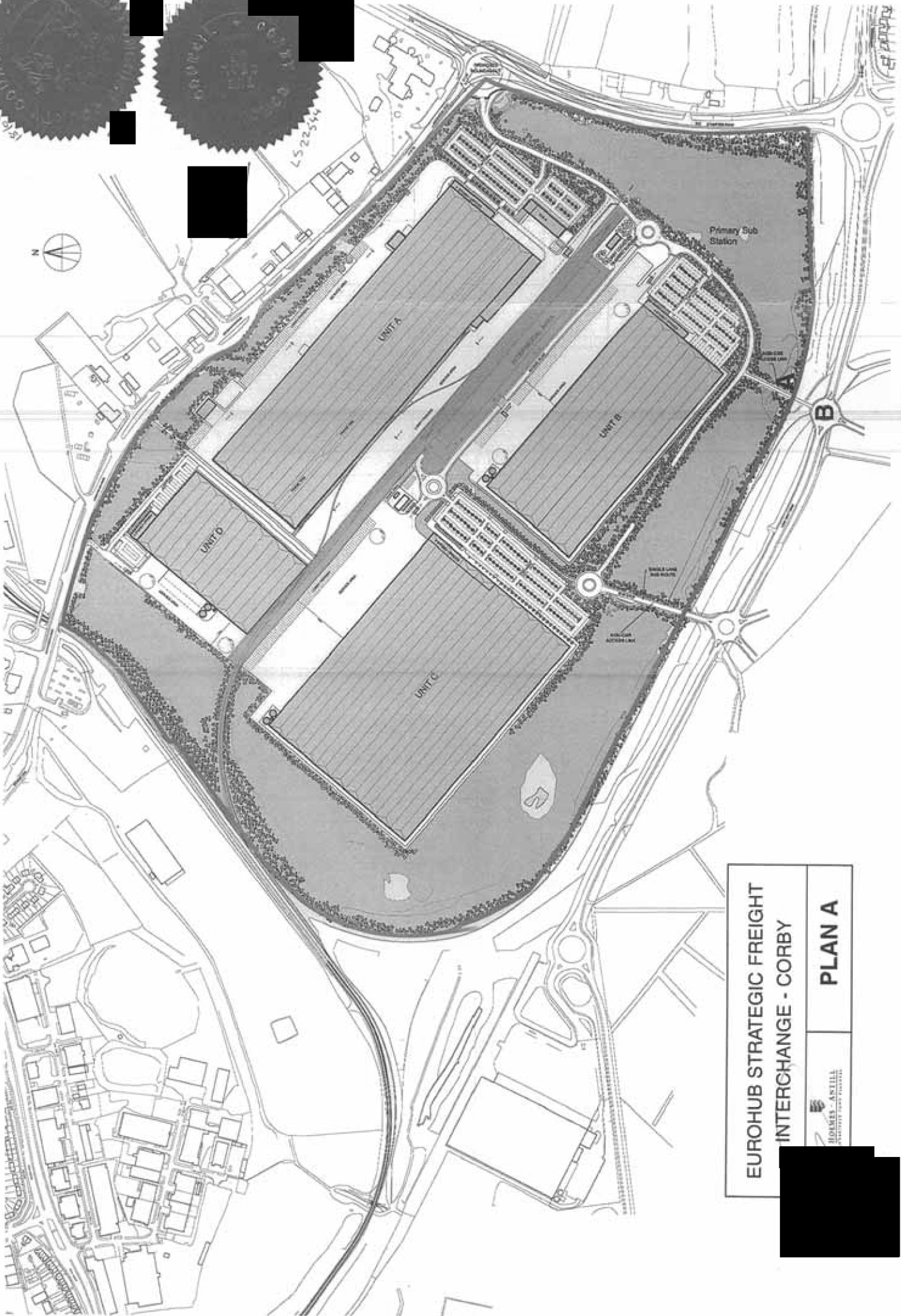
“Development”	the Development authorised by the Planning Permissions
“First HIST Contribution”	the sum of £2,000,000-00 (TWO MILLION POUNDS) Index Linked
“the Full Application”	an application for full planning permission given reference number 05/00370/DPA for the erection of a national distribution centre, logistics training centre and rail sidings
“Geddington Road – West Glebe Park Green Corridor”	the corridor identified on Plan B
“Green Infrastructure”	means Geddington Road – West Glebe Park Green Corridor, the Borough Council Woods, Stanion Lane Plantation and the Green Infrastructure Mitigation Package
“Green Infrastructure Mitigation Package”	a minimum of 70 hectares of new woodland/grassland utilising one or more of the areas shown coloured dark green on Plan B
“Green Travel Plan”	means a plan which shall (inter alia) promote travel by modes of transport other than a private car as agreed between the Owners and the County Council
“Heavy Commercial Vehicle”	a vehicle (whether mechanically propelled or not) constructed or adapted for the carriage of goods and having a maximum, laden weight exceeding seven decimal point five tonnes (7.5 tonnes) inclusive of any trailer drawn by the vehicle and includes a vehicle used for the carriage of construction plant and materials
“Heavy Goods Vehicles”	an articulated vehicle
“HIST Purposes”	<ul style="list-style-type: none"> i. the provision of the Corby Link Road ii. public transport services to and from the Development iii. the enhancement of pedestrian and cycle linkages to and from the Development iv. off site highway improvements

	required to accommodate traffic arising from the Development and identified as part of the Corby Transport Model
	v the provision of a road safety study and subsequent implementation of schemes aimed at enhancing road safety within the Borough of Corby up to a maximum cost of £200,000.00
	vi the provision of intelligent transport solutions such as Scoot
“Index Linked”	increased by applying hereto the percentage increase in the RICS Building Cost Information Service or in Tender Price Index (or in the event that the said Index ceases to be published, such other equivalent Index as may be agreed by the Owners and the Borough Council or in default of agreement to be determined in accordance with clause 8.1 of this Agreement from the date hereof to the date of payment
“Intermodal Handling Area”	the area shown coloured green on Plan A or such alternative area as is agreed with the Borough Council
“the Land”	the land edged red on Plan A
“Lorry Park Contribution”	the sum of £250,000-00 (TWO HUNDRED AND FIFTY THOUSAND POUNDS) Index Linked
“Operated by”	used by or on behalf of a person whether he is the owner of the vehicle or has the use of it under a hire-purchase or loan agreement or any other arrangements and “Operates” shall be construed accordingly
“the Outline Planning Application”	an application for outline planning permission under reference number 05/00013/OUT for the expansion of Eurohub Strategic Freight Interchange to include warehouse distribution and manufacturing buildings and rail sidings
“Pedestrian and Cycle Link”	the link between the Land and Long Croft Road between points A to B shown on Plan

	A or such alternative route as is agreed with the Borough Council
“Pedestrian and Cycle Link Contribution”	the sum of £150,000-00 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) Index Linked
“Plan A”	the plan annexed hereto
“Plan B”	the plan marked as such attached hereto
“Plan C”	the plan marked as such and attached hereto
“Plan D”	the plan marked as such and attached hereto
“Plan E”	the plan marked as such and attached hereto
“Planning Act”	the Town and Country Planning Act 1990 including any statutory modification thereto or any successor thereto
“the Planning Applications”	the Outline Planning Application and the Full Planning Application
“Planning Permissions”	the planning permissions granted by the Borough Council pursuant to the Planning Applications
“Prohibited Road”	any road in Northamptonshire which is not an Approved Route
“Rail Connection Infrastructure”	the infrastructure required within the Land to facilitate the movement of rail to and from the Development
“Relevant Journey”	a journey undertaken in connection with either the construction of the Development or the operation of the Development either originating from the Land or one destination of which is the Land
“Second HIST Contribution”	the sum of £3,000,000-00 (THREE MILLION POUNDS) Index Linked
“Section 106 Agreement Monitoring Officer Contribution”	the sum of £15,000-00 (FIFTEEN THOUSAND POUNDS) plus an additional sum reflecting the increase (if any) in the



LS22-544



**EUROHUB STRATEGIC FREIGHT
INTERCHANGE - CORBY**

PLAN A








TITLE:
**ENVIRONMENTAL MITIGATION
 PROPOSALS SUMMARY**

Green Infrastructure

-  Geddington Road - West Glebe Park Green Corridor
-  The Borough Council Woods
-  Opportunity sites for Green Infrastructure Mitigation Package
-  Stanion Lane Plantation

Legend

-  Water courses
-  Water features
-  Ancient Replanted Woodland
-  Ancient Semi Natural Woodland
-  Other adjacent woodland



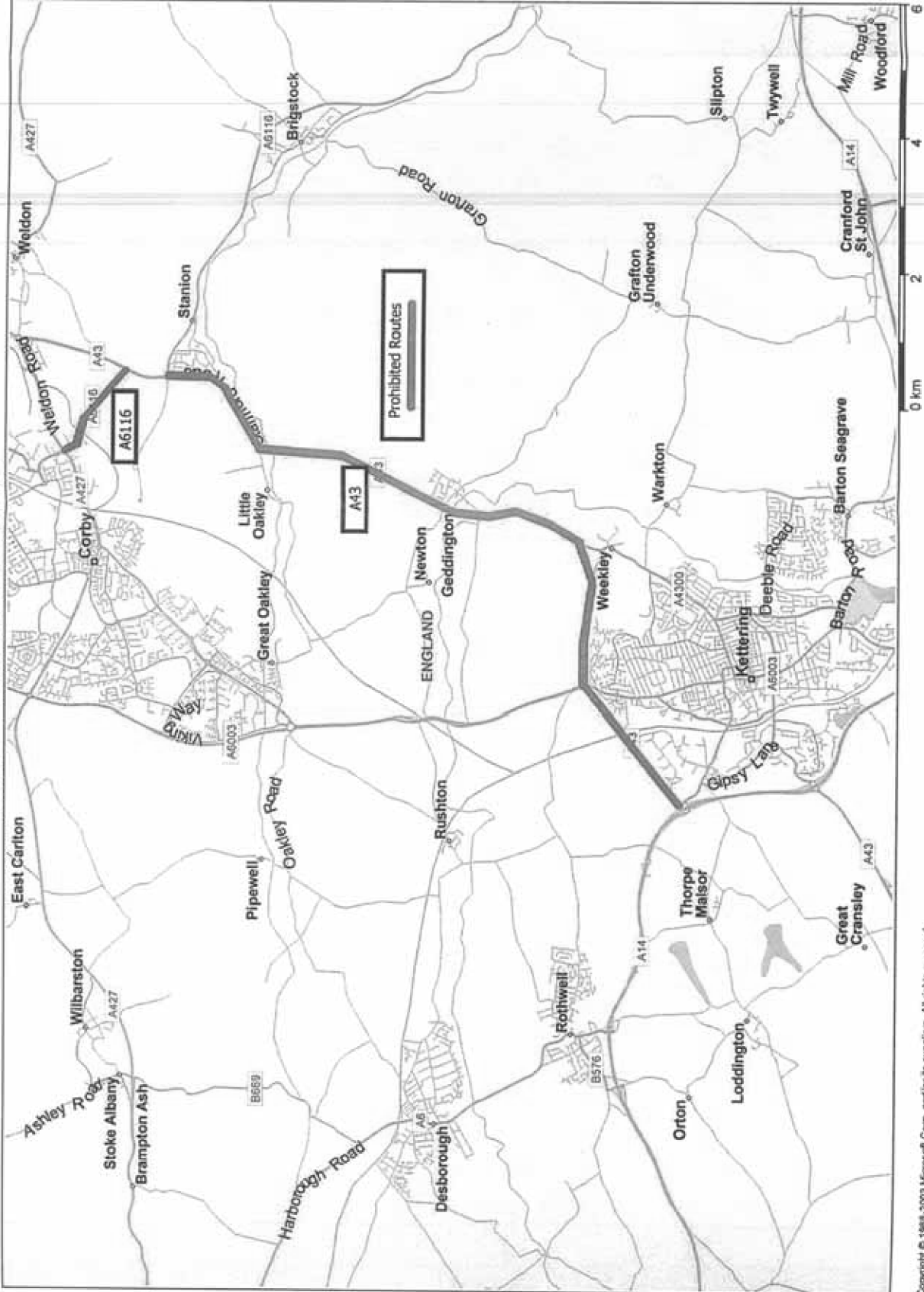
**EUROHUB STRATEGIC FREIGHT
 INTERCHANGE - CORBY**



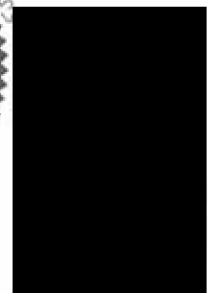
PLAN B


CS 22564

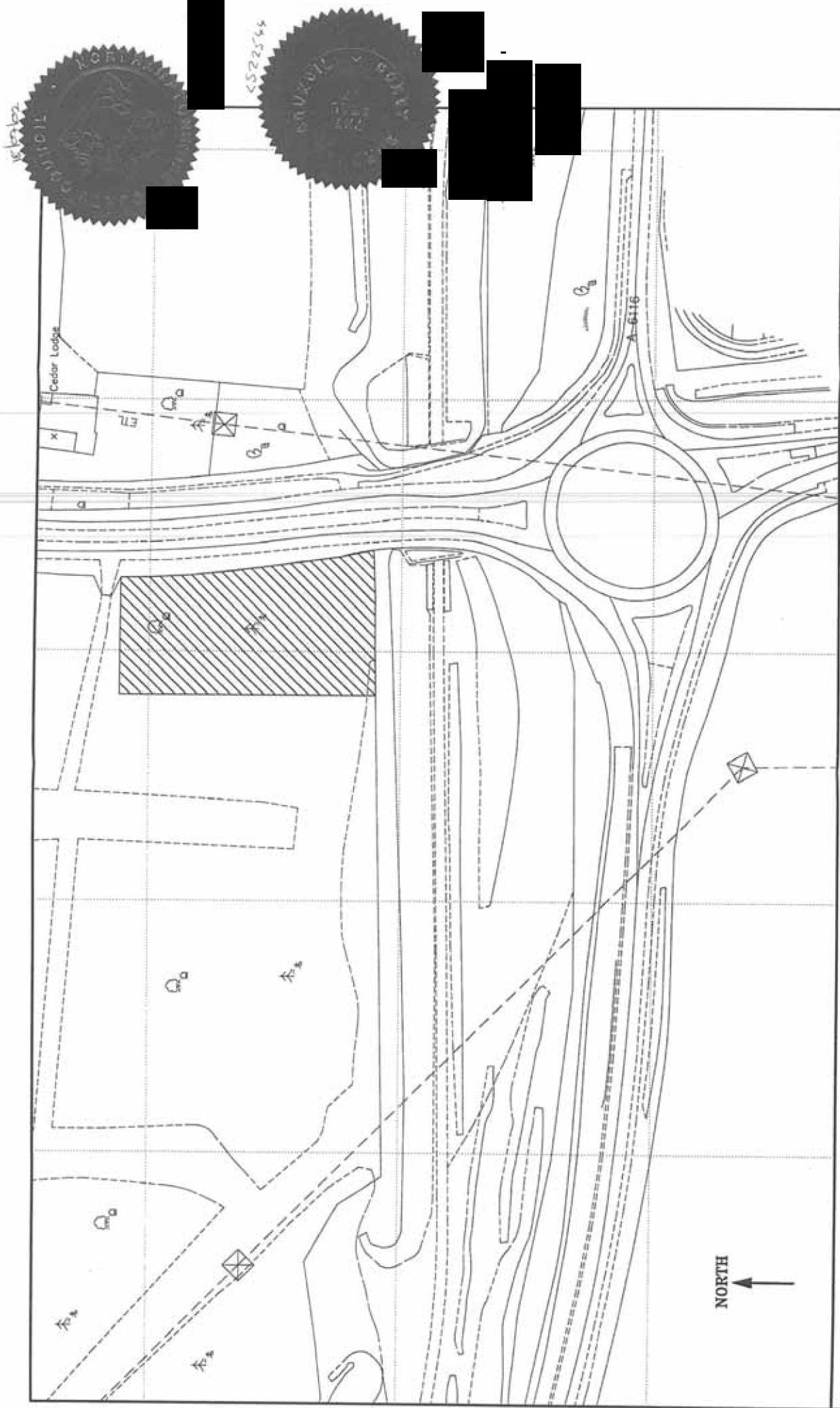
Plan C - Prohibited HGV Routes



522555



EUROHUB STRATEGIC FREIGHT INTERCHANGE CORBY
PLAN C
 HUMMEL-ANTILL <small>PROFESSIONAL CONSULTANTS</small>



EUROHUB STRATEGIC FREIGHT
INTERCHANGE - CORBY

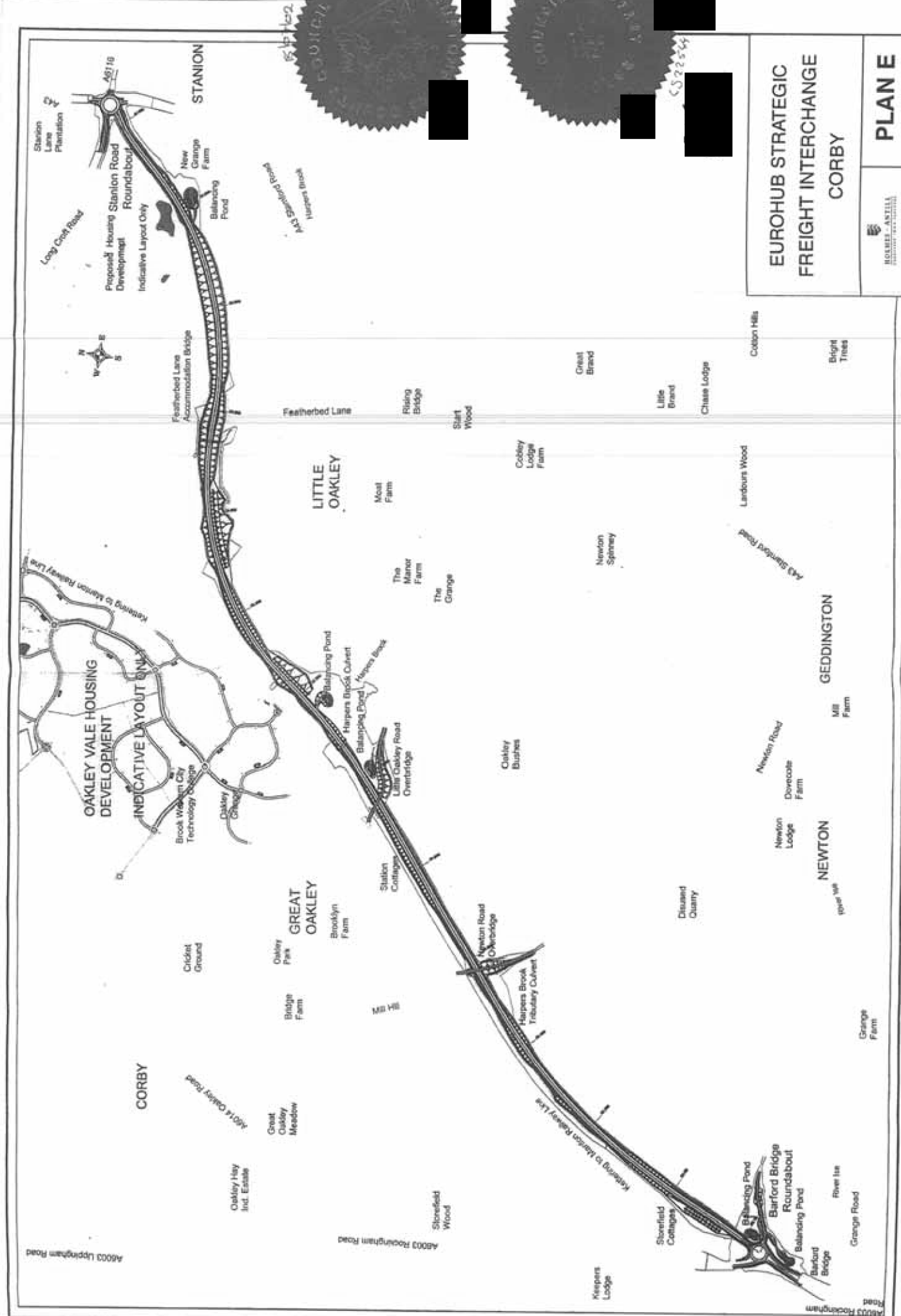
Land Reserved for Corby Link Road

Scale 1 : 2000 at A4

Date 24/08/06



PLAN D



**EUROHUB STRATEGIC
FREIGHT INTERCHANGE
CORBY**



PLAN E

	Retail Price Index (or any other replacement index therefore) from the date of this Agreement to the date of payment
“Shell”	means the completion of the construction of a building to be provided with access to capped services and including construction of access but excluding interior decorating and provision of equipment
“Stanion Lane Plantation”	means the area shown coloured dark blue on Plan B
“Stanion Lane Plantation Scheme”	the detailed specification and programme for the management and improvement of the Stanion Lane Plantation
“Occupier Management Charge”	three pence (3p) per sq.ft. of that part of the Development which is Beneficially Occupied Index Linked
Woodland and Green Infrastructure Enhancement Contribution”	the sum of £1,000,000-00 (ONE MILLION POUNDS) Index Linked

- 1.2 In this Agreement
- 1.2.1 Words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa and words denoting natural persons shall include corporations and vice versa unless the contrary is expressly provided or the context otherwise requires
- 1.2.2 Obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this purpose breach shall include the failure to perform any positive obligation) other than in respect of land in his beneficial ownership AND further no person shall be liable for any breach of covenant first occurring after he has disposed of such interest in the Land or the part thereof in respect of which such breach occurs

- 1.2.3 Any reference to any numbered clause or sub-clause or to a Schedule is (except where indicated to the contrary) a reference to the corresponding clause or sub-clause or a Schedule to this Agreement
- 1.2.4 Any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force
- 1.2.5 The clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof
- 1.2.6 The expressions “the Borough Council” “the County Council” and “the Owner” shall where the context so admits include their respective successors and assigns
- 1.2.7 No failure or delay by the Borough Council or the County Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or for some other right or power of the relevant Council Officers

2. **STATUTORY BASIS**

- 2.1 This Agreement is made pursuant to Section 106 of the Planning Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and in pursuance of all other powers enabling the parties hereto respectively with the intention that the covenants given by the Owners in this Deed bind (so far as provided by this Agreement) its successors in title (being owners for the time being of the owners interests or a part thereof in the Land)

3. **PLANNING OBLIGATIONS**

- 3.1 Each covenant by the Owners contained herein is a planning obligation for the purposes of Section 106 of the Planning Act and enforceable by the Borough Council. To the extent that any of the obligations are not planning obligations within the meaning of the Planning Act they are

entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 or Section 2 of the Local Government Act 2000 and all other enabling powers

3.2 The covenants contained in the First Schedule are also enforceable by the County Council

3.3 The obligations in the First Schedule and the Second Schedule are conditional upon the issuing of the Planning Permissions and with the exception of the obligations contained in paragraphs 1.1,3.1,5.1 and 6.1 of the Second Schedule are also conditional upon the Commencement of Development occurring

4. **THE OWNERS COVENANTS**

4.1 The Owners covenant with the Borough Council and County Council to comply with the obligations set out in the First Schedule

4.2 The Owners covenants with the Borough Council to comply with the obligations set out in the Second Schedule

5. **THE COUNCIL'S COVENANTS**

5.1 The Borough Council covenants with the Owners to comply with the obligations set out in the Third Schedule

5.2 The County Council covenants with the Owners to comply with the obligations set out in the Fourth Schedule

6. **GENERAL**

6.1 Should any of the sums payable by the Owners under this Obligation be more than 30 days in arrears then the sum payable shall attract interest calculated at a of 4% per annum above Barclays Bank Plc base rate on a daily basis from the day after it becomes due.

7. **REGISTRATION AS A LOCAL LAND CHARGE**

7.1 This Agreement is a local land charge and shall be registered as such.

8. ARBITRATION

- 8.1 Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon the application of any party to the dispute) by the President for the time being or the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

9. NOTICES

- 9.1 Any notice agreement or approval to be given under the terms of this Agreement shall be in writing shall not be unreasonably withheld or delayed and shall be sent by ordinary post, and
- 9.1.1 in the case of the Borough Council to be addressed to the Head of Regeneration and Growth, Corby Borough Council, Deene House, New Post Office Square, Corby, Northants, NN17 1GD.
- 9.1.2 in the case of the Owners shall be sent by ordinary post to its registered office or such other address as it shall provide in this regard

10. MONITORING

- 10.1 The Owners hereby covenant with the Borough Council to serve written notice upon the Borough Council advising them of the date of Commencement of Development within fourteen days of that occurrence of the same PROVIDED THAT default in giving notice shall not prevent Commencement of Development occurring
- 10.2 For the purposes of monitoring compliance with this Agreement the Owners shall notify the Borough Council and the County Council of the first Beneficial Occupation of the units comprised in the Development
- 10.3 The Owners agree with the Council to give the Council written notice

of any change in ownership of any of its interest in the Land occurring before all the obligations under this Agreement have been discharged. Such notice to give details of the transferee's full name and Registered Office (if a company or usual address if not), together with the area of the Land or units purchased by reference to a plan

11. CONTINGENCIES

11.1 If both the Planning Permissions expire or are revoked or otherwise cease to exist before the Commencement of Development this Agreement shall cease to have effect and as from such time there shall be no further obligations on any party in relation to any matter that has occurred or may arise under this Agreement

11.2 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permissions) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

11.3 If any provision of this Agreement is or becomes illegal, void or invalid or unenforceable the legality and enforceability of the other provisions in this Agreement shall not be affected

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

12.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement or their successors in title or assigns shall have any rights under it nor shall it be enforceable by any person other than the parties to it or their successors in title

13. VAT

13.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof

13.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then the extent that VAT has not been previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply is made and the VAT shall be paid accordingly

14. **COSTS**

14.1 The Owners shall pay the Borough Council's and County Council's reasonable legal costs incurred in the negotiation preparation and execution of this Agreement

IN WITNESS the Borough Council the County Council and the Owners have executed this Agreement as a Deed on the day and the year first before written.

FIRST SCHEDULE
Owners covenants with Borough Council and County Council

Highways Infrastructure and Sustainable Travel (HIST)

1. **A6116 Route Improvement**
 - 1.1 To pay the A6116 Route Improvement Contribution within 28 days of the Commencement of Development to the County Council to carry out a study of possible measures to improve road safety along the A6116 between the A43 and the A14 junction 12 and to carry out the measures recommended in that study
2. **Highway Infrastructure and Sustainable Travel Contributions**
 - 2.1 To pay the First HIST Contribution to the County Council prior to the first Beneficial Occupation or the expiry of a period of 18 months from the Commencement of Development whichever is the sooner to be applied by the County Council to any or all of the HIST Purposes subject to the obligation in paragraph 1.4 of the Fourth Schedule
 - 2.2 To pay the Second HIST Contribution on either 22 December 2010 or, on the Commencement of the Development whichever is the later
HOWEVER
 - 2.2.1 If both the construction of the Corby Link Road and the Commencement of the Development occur prior to 22 December 2010 then the later occurrence will trigger payment of the Second HIST Contribution in six equal quarterly payments SAVE FOR
 - 2.2.2 If clause 2.2.1 becomes effective any outstanding payments of the Second HIST Contribution will become due and payable on the 22 December 2010
 - 2.3 All monies due under paragraph 2.2 of this Schedule to be applied by the County Council to any or all of the HIST Purposes subject to the obligation in paragraph 1.4 of the Fourth Schedule

3. Land to Facilitate Delivery of Revised A43/A6116 Roundabout Junction Required as Part of the Corby Link Road

3.1 Within 3 months of receipt from the County Council of written notice that the County Council requires the Additional Highway Land to transfer the freehold interest of the Additional Highway Land to the County Council. The transfer of the Additional Highway Land shall be at a nominal consideration of £1 (ONE POUND) PROVIDED THAT any obligation to transfer the Additional Highway Land pursuant to this clause shall cease upon the tenth anniversary of the Commencement of Development

4. Control on Mix of Class B1, B2 And B8 uses consistent with Traffic Impact Assessment

4.1 To restrict the Development as follows:-

4.1.1 the B1 development shall be ancillary only to other uses

4.1.2 no more than 15% of the development floorspace shall comprise B2 use

4.1.3 the remainder of the floorspace shall comprise B8 use

4.2 Provided that for the purposes of calculating the above percentages no account shall be taken of the Corby Logistics Academy

5. Control over Heavy Commercial Vehicle Routeing

5.1 To submit a scheme identifying the precise location and specification of cameras to monitor the movement of Heavy Commercial Vehicles into and out of the site to the County Council and to obtain approval thereof prior to the Commencement of Development.

5.2 To erect the cameras in the precise location and to the specification agreed in the scheme referred to in paragraph 5.1 at the Owners expense and prior to the first Beneficial Occupation

- 5.3 To monitor the movement of Heavy Commercial Vehicles using the approved cameras in the approved locations at all times following first Beneficial Occupation in accordance with a scheme of monitoring first approved by the County Council
- 5.4 To allow the County Council access to all monitoring information upon reasonable notice in order to enable it to satisfy itself that monitoring is being carried out in accordance with the scheme approved pursuant to paragraph 5.3
- 5.5 Not at any time to cause or permit any Heavy Commercial Vehicle operated by the Owners on a Relevant Journey to pass along any part of any Prohibited Road except
- 5.5.1 to the extent necessary to enable any vehicle to deliver or collect goods relating to the owners business or businesses to or from an address or addressed on a Prohibited Road
- 5.5.2 to the extent necessary to enable the driver of any Heavy Commercial Vehicle to comply with any direction given to him by a police officer or traffic warden or with any traffic sign for the time being in place prescribing the route to be taken by vehicles
- 5.5.3 in the case of emergency
- 5.6 To take all reasonable steps to ensure that where a person other than the Owners operates a Heavy Commercial Vehicle on a Relevant Journey that person observes the requirements of paragraph 5.5 of this Schedule as if that person were the Owners
- 5.7 Without prejudice to paragraphs 5.5 and 5.6 of this Schedule to take all reasonable steps to instruct or (in cases where the Owners may not reasonably instruct) advise its employees servants agents contractors suppliers and customers as to the routes to be observed by Heavy Commercial Vehicles to accord with the obligations placed upon the Owners by the said paragraphs 5.5 and 5.6

- 5.8 To report to the Highways Agency and County Council on a quarterly basis on the effectiveness of the controls established by the provisions of paragraphs 5.1 to 5.3 inclusive of this Schedule and in the event of any Breach being identified to pay to the County Council the sum of £200.00 (TWO HUNDRED POUNDS) Index Linked per breach for the first twenty breaches and then £700.00 (SEVEN HUNDRED POUNDS) Index Linked for any further breach thereafter
- 5.9 To carry out the measures referred to in paragraphs 5.1 to 5.6 of this Schedule inclusive until such time as the County Council provides written approval that traffic going to and from the Development is permitted to use the Corby Link Road and the Direction issued by the Highways Agency preventing traffic going to and from the Development from using Junction 7 of the A14 Trunk Road is lifted
- 5.10 To participate in a review of the appropriate routing for Heavy Commercial Vehicles when the Corby Link Road and/or improvements to A14 Junction 7 have been progressed and following such review the term Relevant Journey in this Agreement shall apply to any revised routing arising as a result of the aforesaid review and the above clauses shall be read accordingly
- 6. Control over Heavy Goods Vehicles Numbers**
- 6.1 Until such time as the Corby Link Road has been completed not at any time to cause or permit the number of Heavy Goods Vehicles travelling to or from the Development to exceed 11,200 in any one week
- 6.2 To monitor the number of Heavy Goods Vehicles travelling to and from the Development using the approved cameras in the approved locations at all times following first Beneficial Occupation in accordance with a scheme of monitoring first approved by the County Council
- 6.3 To allow the County Council access to all monitoring information upon reasonable notice in order to enable it to satisfy itself that

monitoring is being carried out in accordance with the scheme approved pursuant to paragraph 6.2

- 6.4 To report to the Highways Agency and the County Council on a quarterly basis the number of Heavy Goods Vehicles travelling to and from the Development that exceed 11,200 in any one week and to pay a sum of £200.00 Index Linked per Heavy Goods Vehicle Movement exceeding that number for the first twenty breaches and then £700.00 (SEVEN HUNDRED POUNDS) Index Linked thereafter for any further breaches

7. Financial Contribution to establishment of a Lorry Park in the area

- 7.1 Not to allow first Beneficial Occupation until the Lorry Park Contribution has been paid to the Borough Council as a contribution towards the establishment by the Borough Council of a Lorry Park on a site within the Borough of Corby

- 7.2 The Borough Council will identify the location of the Lorry Park taking into account any representations made by the Owners

- 7.3 In the event that the Borough Council are unable to identify a suitable location for the Lorry Park within four years of the First Beneficial Occupation the Lorry Park Contribution may be added to the Woodland and Green Infrastructure Enhancement Contribution and applied accordingly

8. Pedestrian and Cycle Link to Long Croft Road

- 8.1 The Owners shall pay the Pedestrian and Cycle Link Contribution to the County Council upon Commencement of Development such monies to be applied towards securing the implementation of the Pedestrian and Cycle Link

9. **Green Travel Plan**
- 9.1 The Owners Covenant with the County Council to submit and obtain the approval of the County Council to the Green Travel Plan prior to the first Beneficial Occupation and thereafter to implement the approved Green Travel Plan
10. **Signage Strategy on Primary Road Network**
- 10.1 To implement a scheme of signage on the Primary Road Network following its prior approval from the County Council and to complete such scheme prior to any Beneficial Occupation

SECOND SCHEDULE
Owners covenants with Borough Council

1. **Eurohub Facilities**
- 1.1 Prior to the Commencement of Development to submit and obtain the written approval of the Borough Council to a detailed design of the Intermodal Handling Area and Rail Connection Infrastructure
- 1.2 To construct the approved Intermodal Handling Area including road access thereto and Rail Connection Infrastructure on the Land prior to first Beneficial Occupation
- 1.3 To bring into operation the Intermodal Handling Area (subject to only to the Rail Connection) prior to the first Beneficial Occupation of the Development
- 1.4 To use reasonable endeavours to bring into operation the Intermodal Handling Area including the Rail Connection prior to first Beneficial Occupation of 50% of the Development
- 1.5 To carry out the measures to promote the use of rail on the Land set out in the Fifth Schedule

2. **Corby Logistics Academy**

- 2.1 Prior to first Beneficial Occupation to submit and obtain written approval of the Borough Council to the final design and specification for and identify the location of the Corby Logistics Academy
- 2.2 To participate with the Borough Council and other relevant organisations/agencies to identify and agree upon a body to manage and operate the Corby Logistics Academy if such participation is required by the Borough Council
- 2.3 To construct the Shell of the Corby Logistics Academy within two years from the identification of and agreement upon a body to manage and operate the Academy in the agreed location and in accordance with the approved details and specification
- 2.4 To make the Corby Logistics Academy available following the completion of the Shell to the body which has been identified and agreed upon to manage and operate the Academy to carry out training in connection with the logistics industry at a peppercorn rent on the basis of a full repairing lease for a minimum of 15 years
- 2.5 To pay the Corby Logistics Academy Fixtures Contribution to the Borough Council upon completion of the Shell of the Corby Logistics Academy
- 2.6 In the event of no body being identified or agreed upon to manage and operate the Corby Logistics Academy within a period of two years from the approval of the details submitted pursuant to paragraph 2.1. of this Schedule then the obligation to provide such a building shall cease and the Owners shall provide a Corby Logistics Training Bursary to assist with establishing logistics courses elsewhere such bursary will comprise a payment of £450,000 Index Linked to the Borough Council

3. **A6116 Environmental Improvements**

- 3.1 Prior to Commencement of Development to submit and obtain the

written approval of the Borough Council to the A6116 Environmental Improvements and thereafter to implement the approved A6116 Environmental Improvements prior to first Beneficial Occupation

4. Green Infrastructure Mitigation Package

4.1 To submit and obtain approval of the Borough Council to the land which is proposed to comprise Green Infrastructure Mitigation Package and a scheme for its provision prior to Commencement of Development

4.2 To implement a scheme for the provision of the Green Infrastructure Mitigation Package prior to the expiration of the Fifth Planting Season following Commencement of Development

4.3 To maintain the Green Infrastructure Mitigation Package for a minimum of 25 years from the implementation referred to in paragraph 4.2 of this Schedule in accordance with the comprehensive Management and Maintenance Plan referred to in paragraph 8.1 of this Schedule

5. Stanion Lane Plantation – Woodland Management

5.1 to submit and obtain the approval of the Borough Council to the Stanion Lane Plantation Scheme prior to Commencement of Development

5.2 To implement the agreed Stanion Lane Plantation Scheme prior to first Beneficial Occupation

6. Stanion Lane Plantation – Scheme For Enhanced Recreational Access

6.1 To submit and obtain a written approval of the Borough Council to a detailed scheme specification and programme for the improvement of public access and new linkages for pedestrians and cyclists within the Land prior to Commencement of Development

- 6.2 To carry out the measures contained in the scheme submitted and approved pursuant to paragraph 6.1 above in accordance with the programming set out in that scheme
- 6.3 Within 6 months of First Beneficial Occupation to offer a long lease of a minimum of 99 years of the Stanion Lane Plantation to a body identified by the Borough Council in consultation with the Owners to carry out its management and maintenance which lease shall be at a peppercorn rent and such offer to endure till the expiry of 2 years from the first Beneficial Occupation

7. **Woodland And Green Infrastructure Enhancement Scheme**

- 7.1 The Owner shall pay the Woodland and Green Infrastructure Enhancement Contribution to the Borough Council to enable the Borough Council to enhance create and improve the existing woodland and green infrastructure within the Borough of Corby including enhancement of the Borough Council Woods and the improvement of the Geddington Road – West Glebe Park Green Corridor as follows: -
- 7.1.1 The sum of £250,000-00 (Two Hundred and Fifty Thousand Pounds) Index Linked within 28 days of Commencement of Development
- 7.1.2 The sum of £250,000-00 (Two Hundred and Fifty Thousand Pounds) Index Linked on the First Anniversary of Commencement of Development
- 7.1.3 The sum of £250,000-00 (Two Hundred and Fifty Thousand Pounds) Index. Linked on the Second Anniversary of Commencement of Development
- 7.1.4 The sum of £250,000-00 (Two Hundred and Fifty Thousand Pounds) Index Linked on the Third Anniversary of Commencement of Development

8. Comprehensive Management and Maintenance Plan and Occupant Charge

8.1 Prior to First Beneficial Occupation to submit and obtain the written approval of a Comprehensive Management and Maintenance Plan for the Green Infrastructure

8.2 To pay the Occupier Management Charge to the Borough Council on 5th April in each calendar year such payment to be calculated in accordance with that part of the Development which is Beneficially Occupied such fund to be known as the Stanion Lane Trust Endowment Fund and used for the management and maintenance of the Green Infrastructure

8.3 To agree with the Borough Council (and other interested parties such as English Nature, Forestry Commission, Wildlife Trust, Groundwork Trust, Nene Valley Regional Park as the case may be) the establishment of and constitution for the Stanion Lane Trust and to participate in administering the Stanion Lane Trust Endowment Fund to assist with the long-term management and maintenance of the Green Infrastructure as the Trustees see fit and for the avoidance of doubt the Stanion Lane Trust will have management responsibilities for Stanion Lane Plantation and the Green Infrastructure Mitigation Package and can assist in the long term management and maintenance of the Borough Council Woods and the Geddington Road – West Glebe Park Green Corridor through annual payments to the Borough Council from the Stanion Lane Trust Endowment Fund

9. Monitoring Officer Contribution

9.1 To pay the Section 106 Agreement Monitoring Officer Contribution to the Borough Council within 28 days of the Commencement of Development to the Borough Council to utilise for the purposes of contributing towards the funding of an officer of the Borough Council who will monitor compliance with the provisions of this and other Agreements in Corby Borough

THIRD SCHEDULE

1. **Borough Council's covenants with Owners**
- 1.1 To use all contributions paid to the Borough Council pursuant to this deed only for the purposes for which they are specified to be applied towards and for no other purposes and to repay any or all of such contributions that have not been expended within 10 years from the date of payment to the party who made the payment along with interest accrued thereon
- 1.2 Following the expiry of two years from the Commencement of Development to consider the use of compulsory powers of acquisition to secure a rail connection to the Development if despite using their reasonable endeavours the Owners have been unsuccessful in securing such a connection within that period

FOURTH SCHEDULE

1. **County Council's covenants with Owners**
- 1.1 To use all contributions paid to the County Council pursuant to this deed only for the purposes for which they are specified to be applied towards and for no other purposes and with the exception of the First HIST Contribution and the Second HIST Contribution to repay any or all of such contributions that have not been expended or otherwise contractually committed within 10 years from the date of payment to the party who made the payment along with interest accrued thereon
- 1.2 To repay any or all of the:-
 - 1.2.1 First HIST Contribution that has not been expended or contractually committed by a date being the date upon which a period of seven years

expires from the date of receipt by the County Council of the First HIST Contribution or 22 December 2017 whichever is the later date

- 1.2.2 Second HIST Contribution that has not been expended or contractually committed by a date being the date upon which a period of seven years expires from the date of receipt by the County Council of the full Second HIST Contribution or 22 December 2017 whichever is the later date
- 1.3 HOWEVER, if the Corby Link Road has been completed and is available for use by traffic going to and from the Development by 22 December 2017 then the date upon which any unexpended or non-contractually committed part of the First HIST Contribution and the Second HIST Contribution shall be repaid along with interest thereon shall be extended to 22 December 2021
- 1.4 To utilise the First HIST Contribution and the Second Hist Contribution for the HIST Purposes and in deciding which of the HIST Purposes the Second HIST Contribution shall be applied to the County Council shall have regard to the acknowledged need to secure the implementation of the Corby Link Road and it shall not apply the aforesaid monies in such a way as to be materially detrimental to that objective
- 1.5 To participate in the review referred to in paragraph 5.10 of the First Schedule and to endeavour to support the use of the Corby Link Road by traffic associated with the Development following such review

FIFTH SCHEDULE

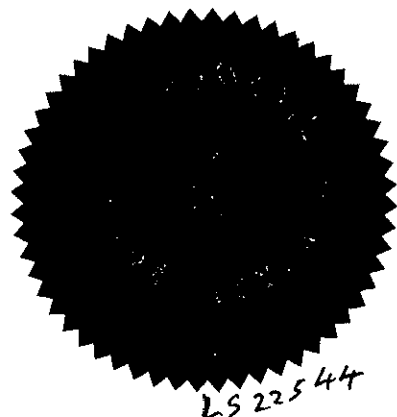
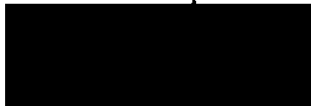
- 1. Freight Marketing Measures**
- 1.1 Within 6 months of Commencement of Development to submit and obtain approval from the Borough Council for a marketing approach designed to target marketing of the Development to Rail Freight users.

- 1.2 To promote a relationship between the Owner, Network Rail (or any replacement body), freight operating companies, the County Council and the Borough Council the objective of which shall be to maximise the use of rail for freight by the Development
- 1.3 To form a rail freight liaison group comprising representatives of the bodies listed in the above paragraph 1.2 prior to First Beneficial Occupation to meet on a regular basis to monitor performance or to discuss measures to maximise rail usage. The Liaison Group will be maintained for at least 5 years after First Beneficial Occupation after which time the Freight Liaison Group will be reviewed.
- 1.4 To appoint a rail freight promoter/co-ordinator for the development to be responsible for servicing the rail freight liaison group and carrying out the promotional marketing for the rail prior to First Beneficial Occupation. The length of this appointment will be commensurate with the life of the rail freight liaison group referred to in paragraph 1.3 of this Schedule. The details of the Rail Freight Promoter/Co-Ordination will be confirmed in writing to the Borough Council and the County Council prior to First Beneficial Occupation

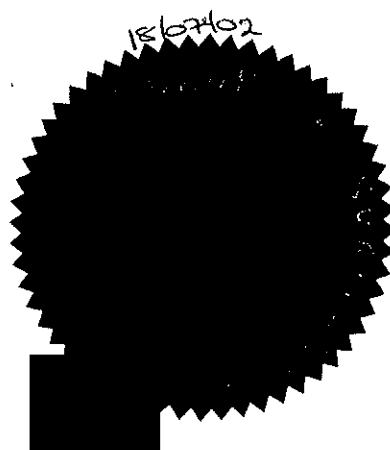
THE COMMON SEAL of CORBY)
 BOROUGH COUNCIL was hereunto)
 affixed in the presence of)

Head of Legal & Democratic Services

~~Mayor~~/Leader



THE COMMON SEAL of)
NORTHAMPTONSHIRE COUNTY)
COUNCIL was hereunto affixed)
in the presence of)

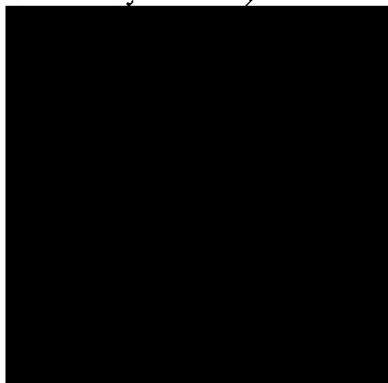


Senior Solicitor(The Officer Appointed
For this Purpose)

SIGNED AS A DEED on behalf)
STANION PROPERTIES LTD by:-)

Director

Director/Secretary



SIGNED AS A DEED on behalf of)
STANION PROPERTIES NO 1 LTD by:-)

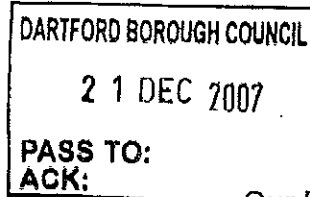
Director

Director/Secretary



Appendix 7: Annex 2

Howbury Secretary of State Decision Letter 2007



Morag Thompson
Marrons
1 Meridian South
Meridian Business Park
Leicester
LE19 1WY

Our Ref: APP/T2215/A/05/1185897
APP/D5120/A/05/1198457

20 December 2007

Dear Madam

**TOWN AND COUNTRY PLANNING ACT 1990 (SECTION 78)
APPEALS BY PROLOGIS DEVELOPMENTS LIMITED
APPLICATION REFS: DA/04/00803/OUT AND 04/04384/OUTEA
LAND ADJACENT TO SOUTH EASTERN TRAINS DEPOT, SLADE GREEN,
BEXLEY**

1. I am directed by the Secretary of State to say that consideration has been given to the report of the Inspector, Andrew M Phillipson, BSc CEng FICE MIHT, who held a public local inquiry which opened on 24 April 2007, into your clients' appeals under Section 78 of the Town and Country Planning Act 1990 against:-

- i) the decision of Dartford Borough Council to refuse outline planning permission for a rail freight interchange with dedicated intermodal facility and rail-linked warehousing; and
- ii) the failure of the London Borough of Bexley to give notice within the prescribed period of a decision on an outline planning application for a rail freight interchange with dedicated intermodal facility and rail-linked warehousing

both on land adjacent to South Eastern Trains Depot, Slade Green, Bexley.

3. On 27 September 2005 (in the case of the Dartford appeal) and 16 June 2006 (in the case of the Bexley appeal) the planning appeals were recovered for the Secretary of State's determination, in pursuance of section 79 of, and paragraph 3 of Schedule 6 to, the Town and Country Planning Act 1990.

4. The Inspector, whose conclusions are reproduced in the Annex to this letter, recommended that the appeals be allowed and planning permission granted. All paragraph references, unless otherwise stated, refer to the Inspector's report (IR). For the reasons given below, the Secretary of State agrees with the Inspector's conclusions and with his recommendations.

Mark Plummer, Decision Officer
Department for Communities and Local Government
Zone 1/J1
Eland House
Bressenden Place
London SW1E 5DU

Tel 020-7944-8721
Fax 020-7944-3919
Email mark.plummer@communities.gsi.gov.uk

Procedural matters

5. The Secretary of State has, like the Inspector (IR 1.20 and 15.4), taken into account the Environmental Statement and Supplementary Environmental Statements which were submitted under the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 1999 and in response to further requests for information under Regulation 19 of those Regulations. In doing so she has taken account of the various actions detailed in paragraphs 1.1, 1.2, 1.9, 1.11-1.14 and Appendix C of the Inspector's report. The Secretary of State considers that the information provided complies with the above regulations and that, along with other environmental information supplied at the Inquiry, sufficient information has been provided for her to assess the environmental impact of the application. The Secretary of State also notes that various amendments to the planning application and plans were made as part of the revised Environmental Statements (IR1.11, 1.12, 1.14 and Appendix C). She has determined the application as amended, and considers that no party has been prejudiced by doing so.

Policy considerations

6. Section 38(6) of the Planning and Compulsory Purchase Act 2004 requires that proposals be determined in accordance with the development plan unless material considerations indicate otherwise. In this case, the development plan comprises *Regional Planning Guidance for the South East, Regional Planning Guidance for the Thames Gateway, the London Plan, the Bexley Unitary Development Plan, the Kent and Medway Structure Plan and the Dartford Local Plan.*

7. The Secretary of State observes that the majority of policies of relevance to this appeal in the development plan have been saved under paragraph 1(3) of Schedule 8 to the Planning and Compulsory Purchase Act 2004. However, she notes that Bexley UDP policies G1, G10, G12, ENV1, ENV 13, T1 and T2 have now expired. The Secretary of State does not consider that this raises any new issues relevant to this application that either affect her decision, or require her to refer back to the parties for further representations before reaching her decision. The Secretary of State agrees with the Inspector that relevant development plan policies include those set out in paragraphs IR5.2-5.47, except for those listed above which have now expired.

8. Material considerations which the Secretary of State has taken into account include: PPS1 "*Delivering Sustainable Development*"; PPG2 "*Green Belts*"; PPG4 "*Industrial and Commercial Development and Small Firms*"; PPS9 "*Biodiversity and Geological Conservation*"; PPG13 "*Transport*"; PPG15 "*Planning and the Historic Environment*"; PPS22 "*Renewable Energy*"; PPG24 "*Planning and Noise*"; and PPS25 "*Development and Flood Risk*".

9. Other material considerations include those emerging documents identified by the Inspector at paragraphs IR 5.48-5.51. The Secretary of State affords limited weight to the Second Draft Deposit Local Plan prepared by Dartford Borough Council, since it will not proceed further to adoption. She also affords limited weight to the *South East Plan*, since the panel report following the examination in public has not yet been published. However, the Secretary of State affords some weight to the *Draft Further*

Alterations to the London Plan as, since the close of the Inquiry, the panel report following the examination in public has been published. She does not consider that this raises any new issues relevant to this application that either affect her decision, or require her to refer back to the parties for further representations before reaching her decision.

10. The Secretary of State has also taken into account as material considerations those other documents identified by the Inspector at IR5.52-5.58, though she gives limited weight to the draft *London Freight Plan* which may be subject to change. The Secretary of State also considers that *Transport 2010* and *Sustainable Distribution: A Strategy* are material considerations.

11. The Secretary of State has also taken into account "*Planning and Climate Change*", the supplement to PPS1, published on 17 December 2007. She does not consider that this raises any new issues relevant to this application that either affect her decision, or require her to refer back to the parties for further representations before reaching her decision. The Secretary of State has also taken into account draft PPS4 "*Planning for economic development*", published for consultation on 17 December 2007, but as this document is still in draft and may be subject to change, she affords it little weight.

Main Issues

12. The Secretary of State agrees with the Inspector's introduction and assessment of the main issues as set out in IR15.1-15.4. She agrees that as the development would constitute inappropriate development in the Green Belt, it is for the applicant to demonstrate that harm to the Green Belt by reason of inappropriateness, and any other harm, is clearly outweighed by very special circumstances that justify granting planning permission (IR 15.1).

Harm to the Green Belt

13. The Secretary of State agrees with the Inspector's reasoning and conclusions on harm to the Green Belt, as set out in IR 15.5-15.11. She agrees that the proposal would have a substantial impact on the openness of the Green Belt (IR 15.6), would result in significant encroachment into the countryside (IR 15.7), and would contribute to urban sprawl (IR 15.7). She also considers that the function that the Green Belt serves in maintaining separation between the two settlements alongside the Thames would be materially weakened by the development proposed. However, she agrees that a gap would remain, and its width would be sufficient to maintain a clear physical and visual separation at this point between the eastern edge of London and the western edge of Dartford (IR 15.9).

Other Harm

14. The Secretary of State agrees with the Inspector's reasoning and conclusions on other harm, as set out in IR 15.12-15.77.

15. On landscape and visual impact, the Secretary of State agrees with the Inspector that the character of the landscape immediately about the appeal site would be significantly changed as a result of the development (IR 15.13). She

considers that the proposal's visual impact would be limited from many directions (IR15.14). However, the Secretary of State considers that change would be most pronounced from Bob Dunn Way and its environs to the south of the site, and from viewpoints in an arc to the north running from Oak Road, through Moat Lane and the edge of Slade Green out to the Crayford and Dartford Marshes (IR 15.15). In such instances, she considers that the landscape and visual impact would be substantial and adverse.

16. On noise, dust, air quality and lighting, the Secretary of State agrees with the Inspector that noise from the development would not result in material harm to the living conditions of nearby residents (IR 15.27). She also agrees that development should not be constrained by concerns regarding the impact on air quality (IR 15.31), and that light spill, glare and upward escape of light would be controlled to acceptable levels (IR 15.32). With regard to these matters, she agrees that the proposal would not conflict with the development plan (IR 15.161). She agrees that condition 21(ii) should serve to prevent any nuisance to local residents from dust during the construction phase of development.

17. The Secretary of State agrees with the Inspector that there would inevitably be some impacts on nature conservation and biodiversity (IR 15.42). However, she agrees that these impacts would be limited and would be adequately offset by the mitigation measures proposed, which would be secured by the agreed conditions and through the Section 106 Non Highway Obligations (IR 15.42). These include the offer to secure the long term future of the Crayford Marshes by transferring the land to a trust - a factor, she notes, which is widely supported (IR 15.40). The Secretary of State agrees with the Inspector's overall conclusion on these matters that the proposal would not conflict with the development plan (IR 15.42, IR15.163)

18. On heritage features, the Secretary of State agrees with the Inspector that there would be no harm to the settings of Howbury Moat (IR15.44), the listed tithe barn (IR 15.44), or the conservation area (IR15.46). She also agrees that only limited negative weight should be given to the proposal's impact on the emerging Green Grid proposals (IR 15.49, IR15.165). Furthermore, the Secretary of State agrees with the Inspector that there is no reason to refuse planning permission for the development on flooding grounds (IR 15.51), given that the Environment Agency confirm that the development is not at significant risk of flooding (IR 15.50, IR15.166).

19. With regard to highways matters, the Secretary of State agrees that a Grampian condition requiring details of the entrance roundabout, to be submitted and agreed before development commences and the roundabout completed before the development is first occupied, is an appropriate response to concerns relating to the design of the site entrance roundabout (IR 15.60). She also agrees that, with regard to concerns about the capacity of the Crayford Way roundabout, it would be less than reasonable to require the appellant to fund any necessary adaptations to the roundabout which further analysis showed would be very small in any event (IR 15.66). The Secretary of State further agrees that it would not be reasonable to impose a Grampian condition requiring, in effect, that the developer of the proposal provide or fund a replacement for the Thames Road bridge (IR 15.75).

Very Special Circumstances

20. The Secretary of State agrees with the Inspector's reasoning and conclusions on very special circumstances, as set out in IR 15.78-15.132.

21. On the matter of policy support for Strategic Rail Freight Interchanges (SRFIs), the Secretary of State agrees with the Inspector that policies in the London Plan effectively embrace the Strategic Rail Authority's conclusions and support the provision of three or four SRFIs in London and the South East (IR15.94). She also agrees that the adopted London Plan qualifies this support given that it states that any SRFI should be wholly or substantially on previously developed land (IR15.94). The Secretary of State also observes that the emerging London Plan requires that new locations for intermodal facilities should meet strategic planning and environmental objectives (IR 15.94), and notes that policy 3C.25 is expanded to include sites which would enable the potential of the Channel Tunnel Rail Link to be exploited (IR15.87).

22. The Secretary of State agrees with the Inspector that little weight should be given to the suggestion that planning permission for the proposal should be refused because it has not been demonstrated that the need for additional intermodal terminal capacity amounts to a "situation requiring relief" (IR 15.100). She also agrees that there are no viable alternatives sites for the SRFI in the examined arc around south and east London (IR 15.177) – including the Barking site, which she agrees is not a realistic alternative (IR 15.105). Like the Inspector, she affords this issue considerable weight (IR 15.177).

23. On practical considerations relating to the proposal, the Secretary of State is, like the Inspector, satisfied that, on the totality of the evidence available, she can be reasonably assured that sufficient train paths would be available to service a SRFI at Howbury Park (IR 15.112); and that the disadvantage that Howbury Park would suffer from not being on a route cleared to W10 gauge would not be fatal (IR 15.118). The Secretary of State also considers that, whilst trains between Howbury Park and Felixstowe or Southampton are unlikely to be competitive when compared to road transport (IR 15.120), the proposal would be well placed to accept freight traffic coming through the channel tunnel (IR 15.121), and corporate social responsibility and other considerations are also likely to drive a general move from road-based to rail-based transport (IR 15.180). The Secretary of State is also satisfied with the Inspector's assessment of the positive indications that the proposal would operate as a SRFI (as set out in IR15.127-15.132), and agrees that she can be reasonably assured that the proposal would operate as such (IR 15.182).

Sustainability

24. The Secretary of State agrees with the Inspector's reasoning and conclusions on sustainability, as set out in IR 15.133-15.141. She agrees that the proposal would benefit the environment by reducing CO₂ emissions (IR 15.140), and that the design of the buildings would incorporate a range of measures to increase their sustainability (IR 15.141).

Precedents

25. The Secretary of State agrees with the Inspector's reasoning and conclusions on precedents, as set out in IR 15.142-15.143. She agrees that, whilst it is right to have regard to the precedent set by the London International Freight Exchange in reaching her decision on Howbury Park, she does not consider that she is bound to arrive at the same conclusion (IR 15.142).

Other matters

26. The Secretary of State agrees with the Inspector's reasoning and conclusions on those other matters addressed in IR 15.144-15.150. She agrees that the number of parking spaces should not be reduced below the 1,167 proposed by the appellant (IR 15.147, IR15.168); and that there is no evidence to support the view that providing rail-linked warehouses on the site as part of a SRFI aimed at meeting the strategic needs of London and the South East would materially impact on the demand for conventional warehouses in the Borough served only by road (IR 15.149, IR15.169). The Secretary of State considers that there is no shortage of employment land in Bexley; and that the employment benefits that would flow from the development should not weigh significantly in deciding whether planning permission should be granted (IR 15.150).

Conditions and obligations

27. The Secretary of State agrees with the Inspector's assessment of conditions, as set out in IR 15.151-15.155 and considers that the Inspector's proposed conditions comply with the policy tests in DoE Circular 11/95. She also considers that the Section 106 agreements considered by the Inspector in IR 1.15-1.19 are relevant to the proposed development and meet the policy tests of ODPM Circular 05/05.

Overall Balance

28. The Secretary of State agrees with the Inspector's conclusions as set out in IR 15.156-15.186, except with respect to conformity with the development plan which is addressed in paragraph 33 below.

29. She agrees with the Inspector that the proposal would be in conflict with the development plan insofar as it constitutes inappropriate development in the Green Belt, that it would cause substantial harm to the Green Belt, and that warehouses would be built in an area where they are not contemplated when there is sufficient other employment land available in the Borough of Bexley (IR15.170). She also agrees that it would conflict with the requirement of the existing London Plan that any site for a SRFI should be wholly or mainly on previously developed land (IR 15.184). The Secretary of State also considers that the proposal would have an impact on the emerging Green Grid proposals, but gives this issue only very limited weight (IR15.165).

30. The Secretary of State considers that the fundamental issues are, therefore, whether, in line with PPG2 and the development plan, this harm is clearly outweighed by other considerations and whether these can be regarded as being very special circumstances.

31. The Secretary of State agrees with the Inspector's assessment of the benefits of the proposal and their relative weight, as set out in IR 15.183 and 15.185. She considers that there are a number of benefits with the proposal, including the reduction in CO₂ emissions (IR15.140), the benefits generated by employment at the site (IR15.150) and benefits to nature conservation interests (IR15.40). However, the Secretary of State agrees with the Inspector that the ability of the proposal to meet part of London's need for three or four SRFIs is the most important consideration to which she affords significant weight. She also affords considerable weight to the lack of alternative sites to meet this need.

32. Having agreed with the Inspector that the benefits which he has identified are positive factors that weigh in favour of the proposal, she has then gone on to consider if these benefits could either individually or cumulatively amount to very special circumstances in accordance with the development plan.

33. The Secretary of State concludes that, in this particular case, the beneficial effects of the proposal together amount to very special circumstances and are of sufficient weight to clearly outweigh the harm to the Green Belt, and other harm. She therefore considers that the proposal complies with London Plan policy 3D.8 and Bexley UDP policy ENV2. Overall, the Secretary of State considers that the proposal complies with the development plan.

Overall Conclusions

34. The Secretary of State considers that the proposal is inappropriate development in the Green Belt, and would cause substantial harm to it. To comply with Green Belt policy the proposal cannot overcome the conflict with both local and national Green Belt policies unless very special circumstances exist. Having carefully considered the proposal, the Secretary of State considers that, in this particular case, the benefits of the proposal constitute very special circumstances and are sufficient to clearly outweigh the harm to the Green Belt and other harm. She therefore considers that the proposal complies with Green Belt policies of the development plan. The Secretary of State considers that the proposal complies with the development plan in other respects.

35. The Secretary of State does not consider that there are any material considerations of sufficient weight which would justify refusing planning permission.

Formal Decision

36. Accordingly, for the reasons given above, the Secretary of State agrees with the Inspector's recommendation. She hereby allows the appeals and grants outline planning permission for a rail freight interchange with dedicated intermodal facility and rail-linked warehousing, on land adjacent to South Eastern Trains Depot, Slade Green, Bexley in accordance with application numbers DA/04/00803/OUT and 04/04384/OUTEA, both dated 9 August 2004 (as amended), subject to the conditions set out in Annex A.

37. An applicant for any consent, agreement or approval required by a condition of this permission has a statutory right of appeal to the Secretary of State if consent,

agreement or approval is refused or granted conditionally or if the local planning authority fail to give notice of their decision within the prescribed period.

38. This letter does not convey any approval or consent which may be required under any enactment, bye-law, order or regulation other than that required under section 57 of the Town and Country Planning Act 1990.

39. This letter serves as the Secretary of State's statement under Regulation 21(2) of the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 1999.

Right to challenge the decision

40. A separate note is attached setting out the circumstances in which the validity of the Secretary of State's decision may be challenged by making an application to the High Court within 6 weeks of the date of this letter.

41. A copy of this letter has been sent to the London Borough of Bexley and Dartford Borough Council and all parties who appeared at the inquiry.

Yours faithfully,


Mark Plummer

Authorised by the Secretary of State to sign in that behalf

ANNEX A

Conditions

1. Approval of the details of the design, external appearance of the buildings (including the bridge, the extent of which is shown in blue on Plan 2144-LE-79A), and the landscaping of the site (hereinafter called the reserved matters) shall be obtained in writing from the Local Planning Authority before any development is commenced.
2. Application for approval of the reserved matters shall be made to the Local Planning Authority not later than the expiration of three years from the date of this permission.
3. The development hereby permitted shall be begun either before the expiration of five years from the date of this permission, or before the expiration of two years from the date of approval of the last of the reserved matters to be approved, whichever is the later.
4. The development hereby permitted shall be carried out substantially in accordance with the principles illustrated on the Parameters Plan, with the exception of the area shown as the Public Pocket Park which shall instead be landscaped in accordance with the details submitted pursuant to Conditions 1 and 8.
5. The total gross external area of the warehouses to be erected on the site shall not exceed 198,000 sq.m.
6. Prior to the commencement of development details of the sustainability measures (including a programme of implementation) to be substantially in accordance with Section 5 of the Design Code contained within the Environmental Statement shall be submitted to and approved in writing by the Local Planning Authority. The sustainability measures shall be implemented as approved.
7. The details to be submitted in accordance with Condition 1 shall include a schedule of materials and finishes to be used for the external walls and roofs of the proposed buildings.
8. The landscaping details to be submitted in accordance with Condition 1 shall be substantially in accordance with the Landscape Strategy set out in the Environmental Statement and shall specify:
 - i) details of all ground modelling, re-profiling, bunding and mounding, including a comprehensive ground level survey with information relating to the existing and proposed ground levels above Ordnance Datum and cross-sections at a scale of not less than 1:200 at Moat Lane/Oak Road and 1:500 elsewhere at the boundary;
 - ii) a detailed scheme for the comprehensive treatment of planting and seeding areas including plans and sections at a scale of not less than 1:1250;
 - iii) all site boundary treatment, retaining walls, gabions, footpaths and security fencing;
 - iv) acoustic fencing and barriers between letters A-B; C-D and E-F as shown on the Parameters Plan; and
 - v) a programme of implementation and management plan.The landscaping scheme shall be carried out as approved and shall be maintained in accordance with the approved management plan for a minimum of ten years after planting. Any trees, shrubs, or other plants which die, are removed or become seriously damaged or diseased during this period shall be replaced with others of a similar type and size unless otherwise agreed by the Local Planning Authority.
9. Prior to the commencement of development details of the landscaping scheme for the area shown edged green on plan 2144-FE-78 (including a programme of implementation)

shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details.

10. Prior to the commencement of development details of the highway works on Moat Lane and at the access to the site from the A206 Bob Dunn Way/Thames Road/ Burnham Road junction shall be submitted to and approved in writing by the Local Planning Authority. No part of the development shall be occupied or brought into use until these off-site works have been completed in accordance with the approved details.

11. The bridge details to be submitted in accordance with Condition 1 shall specify:

- i) details of the provision to be made for access for the Environment Agency to and along both banks of the River Cray;
- ii) details of the bridge piers which shall be substantially in accordance with the Environmental Statement and shall create no greater blockage to the River Cray than shown on the revised application drawings dated January 2007;
- iii) details of the works to the banks of the River Cray which shall project no further into the watercourse than shown in the revised application drawings dated January 2007 and the Environmental Statement;
- iv) details of fenders;
- v) details of guard rails; and
- vi) the materials and finishes to be used for the external surfaces of the bridge.

The bridge shall be provided in accordance with the approved details.

12. Prior to the commencement of development an ecological mitigation scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include a programme of implementation and a management plan and shall be substantially in accordance with the details contained in the Ecological Chapter of the Environmental Statement (including the provision of a 5m wide buffer zone alongside all wet ditches and ponds). The ecological mitigation scheme shall be carried out as approved.

13. Prior to the commencement of development a scheme providing details of all permanent access roads, cycle ways and footpaths shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include a programme of implementation and shall be substantially in accordance with the Parameters Plan. The scheme shall be implemented in accordance with the approved details.

14. Prior to the commencement of development details of the northern access from Moat Lane together with measures to be introduced to ensure that only authorised vehicular -- traffic, cyclists and pedestrians can use the northern access from Moat Lane as identified on the Parameters Plan shall be submitted to and approved in writing by the Local Planning Authority. The said details shall specify the type of vehicles to be authorised and the management arrangements for the operation of those measures. Thereafter the northern access shall be provided in accordance with the approved details and the only vehicles to use this access shall be those authorised in accordance with the approved details.

15. Prior to the commencement of development details of the areas affected by all vehicular and pedestrian sight lines and visibility splays within the site including the height of zone within which there shall be no obstruction to visibility shall be submitted to and approved in writing by the Local Planning Authority. The sight lines and visibility splays shall be provided in accordance with the approved details before that part of the development which utilises those sight lines and visibility splays is first brought into use. Thereafter the sight lines and visibility splays shall be maintained in accordance with the approved details.

16. Prior to the commencement of development a scheme specifying the management arrangements for the operation of the lifting bridge shall be submitted to and approved in

writing by the Local Planning Authority. Thereafter the bridge shall only be lifted in accordance with the agreed scheme.

17. Prior to the commencement of development details of the boundary treatment between the western boundary of the application site and the area denoted as the "Area reserved for Crossrail" on the Parameters Plan shall be submitted to and approved in writing by the Local Planning Authority. The treatment of that boundary shall be undertaken in accordance with the approved details.

18. Prior to the commencement of development a drainage strategy (including a programme of implementation) shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall be substantially in accordance with the details set out in the Environmental Statement. The strategy shall be implemented as approved.

19. Prior to the commencement of development a scheme of archaeological investigation and, if necessary, mitigation shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

20. Prior to the commencement of development a scheme detailing the location and appearance of the refuse storage areas and recycling facilities shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented and maintained as approved.

21. Prior to the commencement of development a construction method statement shall be submitted to and approved in writing by the Local Planning Authority. The method statement shall include:

- i) details of the means of access to the site (including details of temporary construction accesses to the site and to the banks of the River Cray and details of the temporary bridge over the River Cray);
- ii) details of the methods to be used to control dust, noise, vibration and other emissions from the site (including emissions to the River Cray);
- iii) measures to prevent blockages to the River Cray and to control the loadings to the river embankments;
- iv) a scheme for the routing, management and signage of construction traffic;
- v) a scheme for the maintenance and/or temporary diversion of Public Rights of Way;
- vi) details of fencing to prevent incursion of construction traffic onto landscaped areas within and outside the site;
- vii) details of all temporary buildings and compound areas including arrangements for their removal;
- viii) details of areas to be used for the storage of plant and construction materials and waste (including demolition waste);
- ix) details of the areas to be used for parking, loading and unloading of construction vehicles and for parking employees vehicles;
- x) details of temporary lighting arrangements; and
- xi) a programme of works.

All construction shall be carried out in accordance with the approved method statement.

22. Prior to the commencement of development a noise mitigation scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall set out the provisions to be made for the control of noise from the site and shall be substantially in accordance with the Environmental Statement and the Statement of Common Ground on Noise (CD7.5). Noise from the site shall be controlled in accordance with the approved scheme.

23. Prior to the commencement of development a contaminated land assessment and associated remediation strategy together with a programme of implementation, shall be submitted to and approved in writing by the Local Planning Authority.

The assessment and remediation strategy shall include a site investigation report detailing all investigative works and sampling carried out together with the results of analysis and risk assessments to any receptors. The strategy shall be of such a nature so as to render harmless the identified contamination having regard to the proposed end use of the site and the surrounding environment including all controlled waters.

The approved remediation scheme shall be carried out in full on site under a quality assurance scheme to demonstrate compliance with the approved methodology and best practice. Any variation to that scheme shall be agreed in writing with the Local Planning Authority in advance of the varied works being undertaken. If during any remediation works contamination is encountered which has not previously been identified then the additional contamination shall be fully assessed and an appropriate remediation scheme submitted to and approved in writing by the Local Planning Authority and carried out.

Upon completion of the remediation works this condition shall not be discharged until a validation report has been submitted to the Local Planning Authority. The validation report shall include details of the remediation works and quality assurance certificates to show that the remediation works have been carried out in full in accordance with the approved methodology. The report shall include all relevant correspondence with the regulating authorities and other parties involved with the remediation works, details of post remediation sampling and analysis to show the site has reached the required standard of remediation, and documentation detailing all materials that have been imported to or removed from the site in connection with the remediation works.

24. Prior to the commencement of development a groundwater monitoring scheme relating to the chalk aquifer under the Crayford Landfill Phase 7 (including a programme of implementation) shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented as approved.

25. Details of the construction of the foundations for each building shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of construction of that building. The foundations shall be constructed in accordance with the approved details.

26. No works of construction (including earthworks) other than internal works to the buildings, the laying of floors, works requiring rail possessions and tidal works shall be undertaken before 08.00 or after 18.00 on any weekday or before 09.00 or after 14.00 on Saturdays nor at any time on Sundays, Bank or Public Holidays unless otherwise agreed in writing by the Local Planning Authority.

27. Prior to the occupation of each building details of any external storage areas (including the maximum height of any such storage) for that building shall be submitted to and approved in writing by the Local Planning Authority. No materials shall be stored outside the buildings except in the approved areas.

28. No building or the intermodal area hereby permitted shall be occupied until the associated car parking, HGV parking, servicing and manoeuvring spaces and the roads and footpaths providing access for that building or the intermodal area have been constructed and laid out in accordance with details submitted to and approved in writing by the Local Planning Authority. The car parking approved for each building or the intermodal area shall be completed ready for use prior to the occupation of that building but shall not be used prior

to such occupation. Cars and HGVs shall not be parked on the site other than in the approved parking spaces unless otherwise agreed in writing by the Local Planning Authority.

29. No building or the intermodal area hereby permitted shall be occupied until the cycle parking for that building or use has been provided in accordance with details submitted to and approved in writing by the Local Planning Authority, such details to be substantially in accordance with the Framework Travel Plan. The cycle parking approved for each building or use shall be provided prior to the occupation of that building or use and thereafter shall remain available for such use at all times unless otherwise agreed in writing by the Local Planning Authority.

30. Prior to first occupation of any part of the development a detailed external lighting scheme shall be submitted to and approved in writing by the Local Planning Authority. No external lighting other than that approved shall be provided on the site.

31. The buildings hereby permitted shall be used solely for Class B8 (storage or distribution) purposes and uses ancillary thereto and for no other purpose.

32. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking or replacing the same) no extension of the buildings hereby approved shall be carried out.

33. The height of stacked containers on the area coloured orange on the plan ref 2144-LE-85 shall not exceed 12m.

34. No more than 1,167 car parking spaces shall be provided on site including spaces for disabled and car share drivers.

35. There shall be no burning of materials or waste on the site.

36. Details of any gantry cranes to be used on the site shall be submitted to and approved in writing by the Local Planning Authority prior to their first use. No gantry cranes shall be used on the site other than as previously agreed in writing by the Local Planning Authority.

37. No railway line or siding provided within the site further to this permission shall be removed, realigned or closed to rail traffic unless otherwise agreed in writing by the Local Planning Authority.

Definitions

In these conditions the following expressions shall have the following meanings:

Local Planning Authority: As between the London Borough of Bexley and Dartford Borough Council means the local planning authority within whose administrative district the part of the site to which the condition relates is located and where a condition relates to the whole development or any part of the development which straddles the boundary between the two local authorities then the expression shall be taken to mean both authorities.

Commencement of development: The earliest date on which any of the material operations (as defined by Section 56(4) of the Town and Country Planning Act 1990) pursuant to the implementation of this planning permission is begun on the application site with the exception of:

- i. any works carried out in connection with any archaeological investigation of the application site; and

- ii. any trial holes or other operations to establish the ground conditions of the application site; and
- iii. any works of demolition and ground clearance.

Environmental Statement: The Environmental Statement revised January 2007 and the Supplementary Environmental Statement dated July 2007.

Parameters Plan: The Development Parameters Plan Drawing No. 2144/PL/49D (or alternatively Drawing No 2144/PL/104 in the event that the levels of the adjoining landfill are reduced to those shown on Figure B3 in the Supplementary Environmental Statement dated July 2007).

Crayford Landfill Phase 7: The area identified as Phase 7 in the planning permission for the landfill on land adjacent to the application site.

Framework Travel Plan: The document entitled "Framework Employee Travel Plan/Freight Management Plan" produced by WSP Consultants and dated 24 May 2007.

Appendix 7: Annex 3

Howbury s106 Unilateral Undertaking

DATED 1 June **2007**

BEXLEY LAND RESTORATION LIMITED

and

TRUSTEES OF RUSSELL STONEHAM ESTATE

and

PROLOGIS DEVELOPMENTS LTD

PLANNING OBLIGATIONS BY UNILATERAL UNDERTAKING
under Section 106 of the
Town & Country Planning Act 1990 Section 16 of the Greater London Council
(General Powers) Act 1974 and Section 156 of the Greater London Authority Act
1999 relating to the development of land adjacent to
South Eastern Trains Depot, Slade Green, Bexley, Kent
known as Howbury Park

HIGHWAY OBLIGATIONS

Marrons (Ref MET)
Solicitors
1 Meridian South
Meridian Business Park
Leicester
LE19 1WY

† The manuscript amendments made to this Undertaking have been initialled by Murray E. Thomson ("MET") Solicitor of Marrons, hereafter who has been authorized by the parties hereto to initial the amendments on their behalf

THIS UNDERTAKING is made the 1st day of June Two
Thousand and Seven

BY:

1. **BEXLEY LAND RESTORATION LIMITED** (Company Registration Number 2567935) whose registered office is at Howbury Grange Moat Lane Slade Green Erith Kent DA8 2NE
2. **COLIN MACHLACHLAN RUSSELL STONEHAM** of Peltings Park Nr Wrotham Kent **DESMOND JOHN RUSSELL STONEHAM** of Highleaze House Oare Nr Marlborough Wiltshire SN8 4JE and **JOHN RUSSELL STONEHAM** of Rack Close Highfield Lane Thursley Nr Godalming Surrey being the trustees of the Russell Stoneham Estate
3. **PROLOGIS DEVELOPMENTS LIMITED** (Company Registration number 2872273) whose registered office is at 1 Monkspath Hall Road Solihull B90 4FY

TO:

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY** of Civic Offices Broadway Bexley Heath Kent DA6 7LB
2. **KENT COUNTY COUNCIL** of County Hall Maidstone Kent ME14 1XQ
3. **TRANSPORT FOR LONDON** of 42-50 Windsor House Victoria Street London SW1H 0TL

DEFINITIONS

For the purposes of this Undertaking the following expressions shall have the following meanings:-

“the Act”	the Town & Country Planning Act 1990
“BLR Ltd “	Bexley Land Restoration Ltd aforesaid
“PDL”	Prologis Developments Ltd aforesaid and its successors in title and/or assigns
“the Appeal Application”	the planning application submitted to the Borough Council and Dartford Borough Council and allocated reference numbers 04/04384/OUTEA and DA/04/00803/OUT respectively applying for permission for the provision of a new rail freight interchange comprising warehouses, rail sidings and terminal, new road links, access roads and lifting bridge over River Cray, associated parking and landscaping
“the Application Land”	the land to which the Planning Application relates shown edged red on the Plan
“Beneficially Occupied” and “Beneficial Occupation”	the actual use or occupation of any part of the RSW or IMT for the purposes authorised by the Planning Permission otherwise than use or occupation solely for the purposes of construction and/or fitting out
“the Borough Council”	London Borough of Bexley Council and its successor in function
“Commencement of Development”	<p>the earliest date on which any of the material operations (as defined by Section 56(4) of the Town and Country Planning Act 1990) pursuant to the implementation of the Planning Permission is begun on the Development Land with the exception of</p> <ul style="list-style-type: none"> i any works carried out in connection with any archaeological investigation of the Application Land and ii. any trial holes or other operations to establish the ground conditions of the Application Land and iii. any works of demolition and ground clearance

“the County Council”	Kent County Council aforesaid and its successor in function
“the Development”	the development permitted by the Planning Permission and approved pursuant to the conditions imposed upon the Planning Permission
“the Development Land”	the area edged blue on the Plan
“the FTP”	the document entitled Framework Employee Travel Plan/Freight Management Plan produced by WSP and dated 24 May 2007 including the provisions mentioned in Schedule 2 (the provisions in Schedule 2 to prevail in case of conflict)
“Goods Vehicles”	Goods Vehicle means Light Goods Vehicle (LGV) and Other Goods Vehicle (OGV) leaving the service yards of the RSW and leaving the IMT
“OGV”	As defined in the Department for Transport Design Manual for Roads and Bridges; Volume 13: Economic Assessment of Road Schemes, Section 1: Traffic Flow Input to COBA, Chapter 8: Vehicle Categories
“LGV”	As defined in the Department for Transport Design Manual for Roads and Bridges; Volume 13: Economic Assessment of Road Schemes, Section 1: Traffic Flow Input to COBA, Chapter 8: Vehicle Categories
“Highways Agency”	the Secretary of State for Transport in his capacity as highway authority for the M25 and trunk roads or successor in function
“IMT”	the Inter Modal Terminal included within the Development
“Index Linked”	the adjustment of the figure concerned as provided by clause 1.17
“J1A Interim Works”	the interim improvements to the operation of J1A identified as a result of the J1A Study
“J1A Study”	a study to be carried out to identify

	improvements to the signalised operation of M25 Junction 1A in accordance with the brief for such a study contained in Schedule 6
“Junction 1A Contribution”	the sum of £500,000 Index Linked or the cost of carrying out the J1A Interim Works whichever is the lesser
“Monitoring Periods”	successive periods each of six months duration the first such period commencing with the first Monday following the date of first Beneficial Occupation
“the Owners”	the Trustees and BLR Ltd
“the Parties”	the Owners and PDL
“the Plan ”	the plan attached hereto
“the Planning Permission”	any planning permission issued following the completion of this Undertaking as a result of the determination of the Appeal Application by the Secretary of State
“Relevant Table”	subject to the proviso in paragraph 3 of Schedule 1 means Table A until the J1A Interim Works have been completed or the expiry of three years from the completion of the J1A Study whichever is the earlier and thereafter means Table B
“Road Construction Tender Price Index”	the Road Construction Tender Price Index produced by the Department of Trade and Industry from data received from the Highways Agency Regional offices and local authorities
“RSW”	means a rail served warehouse or rail served warehouses (as the context may permit) within the Development
“Secretary of State”	the Secretary of State for Communities and Local Government
“Signage Strategy Contribution”	the sum of Two Hundred and Fifty Thousand Pounds (£250,000.00) Index Linked

“Table A”	means the table entitled Table A in Schedule 4
“Table B”	means the table entitled Table B in Schedule 4
“TfL”	the body corporate created by Section 154 of the Greater London Authority Act 1999 and each body corporate which is from time to time its subsidiary (as such term is defined in Section 736 of the Companies Act 1985) or (in the context of its statutory functions as highway authority and public transport provider) such body as shall succeed to its statutory functions
“the Trustees”	the trustees of the Russell Stoneham Estate aforesaid
“Vehicle Monitoring Scheme”	a scheme for (i) accurately monitoring the movement of Goods Vehicles onto the public highway from the Development with a view to operating the provisions of the FTP in Schedule 2; (ii) submission of reports of such movements to Kent County Council the Borough Council and the Highways Agency at the end of each Monitoring Period; and (iii) the auditing of such reports and such movements by an appropriately qualified party first approved by Kent County Council (in consultation with the Highways Agency TfL and the Borough Council); all to be at no expense to the Borough Council the County Council Dartford Borough Council TfL or the Highways Agency

WHEREAS:-

- A. By means of the Appeal Application PDL has applied to the Borough Council and Dartford Borough Council for planning permission to carry out the Development
- B. Most of the Application Land is situated within the London Borough of Bexley and the remainder is situated within the Borough of Dartford

in the County of Kent

- C. TfL is the provider of public transport services and is also a highway authority
- D. The Owners are the owners of the Development Land and BLR Ltd also have a charge over parts of the Development Land
- E. PDL intends to carry out the Development and has contractual arrangements with the Owners enabling PDL to acquire the Development Land in the event of the Planning Permission being granted
- F. The Appeal Application was refused planning permission by Dartford Borough Council on 8 February 2005 and the Borough Council failed to determine the application within the statutory period and as a result PDL appealed to the Secretary of State and the Appeal Application is therefore now the subject of an appeal to the Secretary of State pursuant to Section 78 of the Act
- G. This Undertaking which deals with issues relating to the impact of the Development on the highway network has been entered into with the intent that in the event of the Planning Permission being granted by the Secretary of State pursuant to the beforeinmentioned appeal the Development shall be regulated as set out below
- H. A separate undertaking under s106 of the Act has also been entered into securing obligations relating to matters not regulated herein

NOW THIS UNDERTAKING WITNESSETH as follows:-

1. GENERAL PROVISIONS

Liability

- 1.1 This Undertaking is made pursuant to Section 106 of the Act Section 16 of the Greater London Council (General Powers) Act 1974 and Section 156 of the Greater London Authority Act 1999

- 1.2 The Owners and PDL (subject to clause 1.6 below) hereby jointly and severally undertake as follows:-
- 1.2.1 with the County Council to observe and perform the obligations contained in Paragraphs 1 to 5 inclusive of Schedule 1
- 1.2.2 with the Borough Council and the County Council and TfL to observe and perform the obligations contained in Paragraphs 6 and 7 of Schedule 1
- which obligations shall be enforceable as set out in clause 1.5
- 1.3 The obligations contained in Schedule 1 are planning obligations for the purposes of Section 106 of the Act
- 1.4 The land the subject of the obligations in Schedule 1 is the Development Land
- 1.5 The obligations contained in paragraphs 1 to 5 inclusive of Schedule 1 shall be enforceable by the County Council and the obligations in Paragraphs 6 and 7 of Schedule 1 shall be enforceable by the Borough Council the County Council and TfL
- 1.6 PDL shall not become liable in respect of any of the obligations contained in Clause 1.2 and Schedule 1 until such time as it has acquired a legal interest in the Development Land not being an option or contract to purchase

Contingencies

- 1.7 The obligations in Clause 1.2 so far as they relate to Paragraphs 2 to 7 of Schedule 1 are conditional upon the issuing of the Planning Permission and until such time as the Planning Permission is issued the obligations in Clause 1.2 so far as they relate to Paragraphs 2 to 7 of Schedule 1 shall be of no effect
- 1.8 With the exception of the obligations in Paragraphs 1 of Schedule 1 the obligations in Schedule 1 shall be of no effect until such time as

Commencement of Development has taken place

- 1.9 In the event of the Planning Permission expiring and not being renewed or in the event of the revocation or quashing of the Planning Permission without the Development having been begun the obligations in this Undertaking shall cease absolutely

Commencement of Development

- 1.10 The Owners and/or PDL shall give the Borough Council twenty eight days notice of the Commencement of Development and shall send copies of such notice to the County Council and to TfL PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent Commencement of Development being taken to have occurred as a matter of fact or the obligations conditional upon the Commencement of Development taking effect

Service of Notices etc

- 1.11 Any notice or notification to be given or served under this Undertaking shall be deemed to be properly given or served if sent by Registered or Recorded Delivery as follows:-

- i. To the Owners – to Mr C.M.R. Stoneham of Peltings Park Nr Wrotham Kent
- ii. To PDL – to the Company Secretary Prologis Developments Limited at 1 Monkspath Hall Road Solihull B90 4FY
- iii. To the Borough Council – to Assistant Director (Legal Services) and Head of Development Control
- iv. To the County Council - to the Director of Law and Governance at County Hall Maidstone Kent
- v. To TfL - to Transport for London Director of Legal Directorate 42-50 Winsor^d House Victoria Street London SW1H 0TL

→ MGT

unless one of the above mentioned advises all the other above mentioned of a change of recipient or address in which case that revised recipient or address shall be substituted

Gender etc

- 1.12 Words importing the neuter gender shall include the masculine or feminine (as the case may be) and vice versa and words importing singular numbers shall include the plural and vice versa and words importing persons shall include companies and other bodies and vice versa

Waiver

- 1.13 No waiver (whether express or implied) by the Borough Council the County Council TfL or the Owners or PDL (as the case may be) of any breach or default by the Owners PDL the Borough Council TfL or the County Council (as the case may be) in performing or observing any of the terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Borough Council the County Council TfL or the Owners or PDL (as the case may be) from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owners PDL the Borough Council TfL or the County Council (as the case may be) notwithstanding the provisions of this Undertaking

Right of Inspection

- 1.14 The Owners and PDL shall (in addition to the Borough Council's statutory rights of entry) permit any person duly authorised by the Borough Council or by the County Council or TfL to enter that part of the Development Land which is being or has been developed pursuant to the Planning Permission to ascertain whether there is or has been any breach of the obligations hereunder PROVIDED THAT nothing within this sub clause 1.14 shall prevent the Borough Council or County Council from taking any legal proceedings to enforce the

obligations set out herein

Delay in Payments

- 1.15 Unless otherwise provided all sums payable under this Undertaking are due 28 days after the date of any invoice or other document requesting payment and in the event of there being any delay in the making of any payment required under the provisions of this Undertaking interest shall be payable on the delayed payment at the rate of two per cent per annum above National Westminster Bank plc (and in the event of it ceasing to trade Barclays Bank plc and in the case of Barclays Bank plc ceasing to trade such major clearing bank as may be agreed between the relevant parties) lending rate from time to time in force from the date that the delayed payments was due to the date of actual payment

Contract (Rights of Third Parties Act) 1999

- 1.16 Nothing herein contained or implicit shall give or be construed as giving anyone not mentioned in clauses 1.2.1 and 1.2.2 any rights privileges powers or enforceability and any benefits or rights which could otherwise arise from the Contract (Rights of Third Parties) Act 1999 are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained ^{save that} ~~and~~ it is hereby also acknowledged that Tfl have rights in respect of the undertakings made herein pursuant to Section 156 of the Greater London Authority Act 1999

*to
MGT*

Indexation of Contributions

- 1.17 The financial contributions referred to in the obligations contained in Clause 1.2 and Schedule 1 of this Undertaking shall be adjusted by reference to the Road Construction Tender Price Index from the date hereof until the date(s) payment is actually made
- 1.18 If the Roads Construction Tender Price Index ceases to exist or is

replaced then reference to that index shall be to any index which replaces it or in the event it is not replaced an equivalent index agreed by the relevant parties at the time

Perpetuity Period

- 1.19 For the purposes of such parts of this Undertaking as may be subject to the law against perpetuities, the perpetuity period shall be a period of 80 years from the date hereof

Void Provisions

- 1.20 If any provision of this Undertaking is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Undertaking shall continue in full force and effect

Reference to statutes and statutory instruments

- 1.21 References in this Undertaking to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Variations

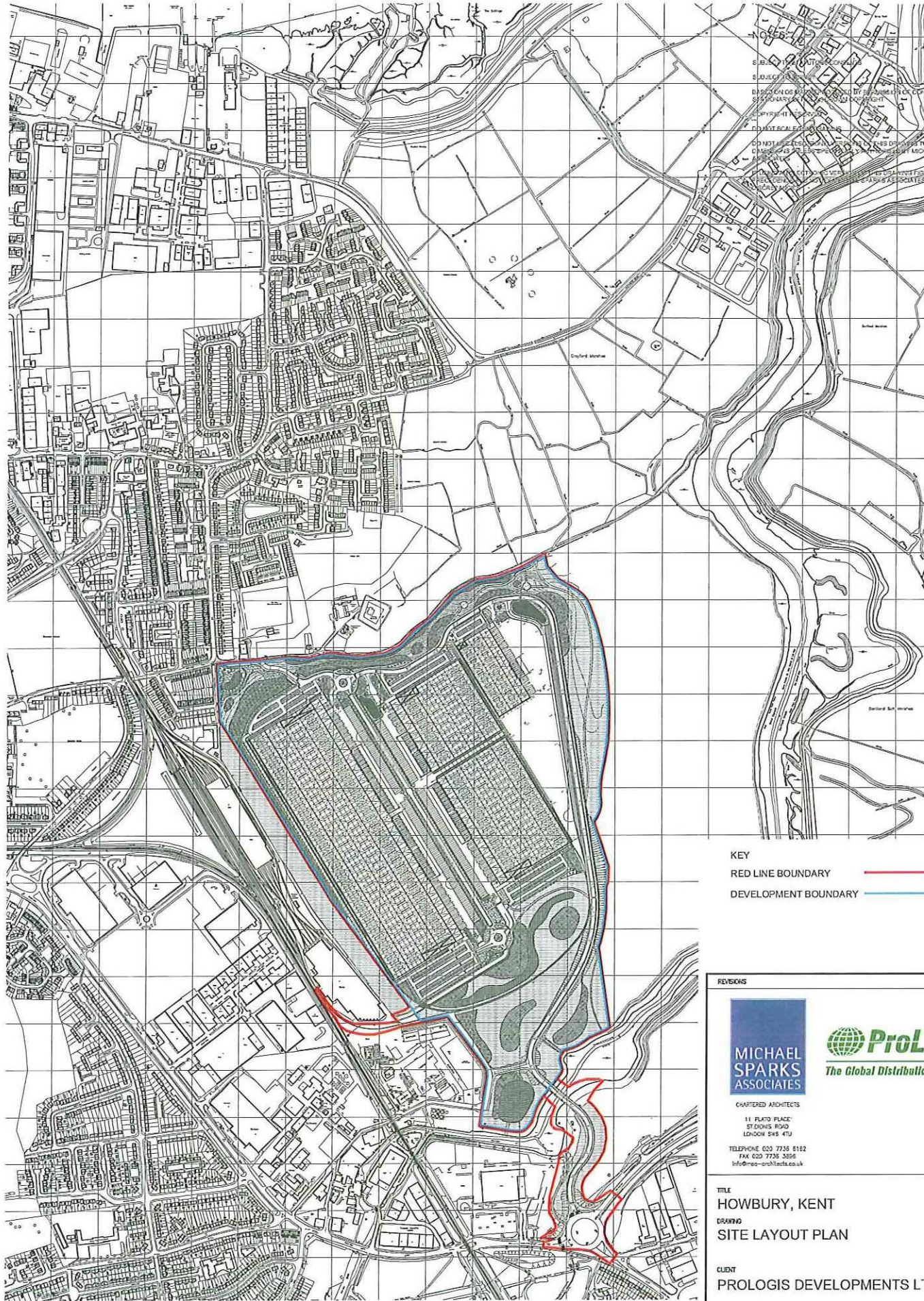
- 1.22 The covenants undertakings and restrictions contained in this Undertaking shall only be capable of being varied by a subsequent deed of variation between the parties hereto and the authorities with whom the responsibility for enforcing the provision being varied lies

2. DISPUTE RESOLUTION

- 2.1 Any differences and questions which arise between the parties hereto and the Borough Council and/or the County Council and/or TfL in connection with this Undertaking shall be referred for determination by an independent person in accordance with the following provisions:-

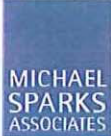

- a) where such dispute relates to the construction of this undertaking or any other deed or document it shall be referred to a solicitor or barrister agreed upon by the parties to the dispute or in default of agreement appointed on the application or either party by or at the direction of the President for the time being of the Law Society; and
 - b) where such dispute relates to engineering construction the Vehicle Monitoring System or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties to the dispute or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers; and
 - c) in any reference to an independent person under this clause such person shall unless the parties to the dispute otherwise agree act as expert and not as arbitrator
3. The Owners and PDL recognise that this Undertaking shall be registered as a local land charge in the register of Local Land Charges maintained by the Borough Council

IN WITNESS whereof the parties hereto have executed this deed on the day and year first above written



SEAL OF THE INSTITUTION OF ARCHITECTS
 SUBJECT TO THE BY-LAWS OF THE INSTITUTION OF ARCHITECTS
 DRAWING ONCE MADE, IT SHALL BE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT
 THE ARCHITECT'S LIABILITY IS LIMITED TO THE SERVICES PROVIDED AND HE SHALL NOT BE RESPONSIBLE FOR THE ACTIONS OF ANY OTHER PROFESSIONAL OR TRADE ASSOCIATES OF ANY KIND
 THE ARCHITECT'S LIABILITY IS LIMITED TO THE SERVICES PROVIDED AND HE SHALL NOT BE RESPONSIBLE FOR THE ACTIONS OF ANY OTHER PROFESSIONAL OR TRADE ASSOCIATES OF ANY KIND

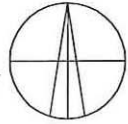
KEY
 RED LINE BOUNDARY ———
 DEVELOPMENT BOUNDARY ———

REVISIONS	DATE	
 		
CHARTERED ARCHITECTS 11 PLATO PLACE ST BINKS ROAD LONDON SWS 4TU TELEPHONE 020 7738 8102 FAX 020 7738 3396 info@ms-architects.co.uk		
TITLE HOWBURY, KENT DRAWING SITE LAYOUT PLAN CLIENT PROLOGIS DEVELOPMENTS LTD		
DATE MAY 2007	SCALE 1:7500 @ A3	DRAWN PF
STATUS LEGAL		CHECKED [Redacted]
DRAWING NUMBER 2144-LE-80		

01 Site Layout Plan

80

1:7500



REV	DATE	COMMENT	BY	CHK

SCHEDULE 1

1. To procure the carrying out of the J1A Study by consultants first approved by the County Council (in consultation with the Highways Agency) prior to the Commencement of Development
2. Provided that (i) the J1A Study has been completed and (ii) the County Council has first undertaken in writing to comply with the obligations in respect of the J1A Contribution set out in Schedule 3 to pay the J1A Contribution to the County Council within 28 days of a request from the County Council so to do
3. If within 3 years from completion of the J1A Study the County Council has not requested payment of the J1A Contribution (i) to write to the County Council's Director of Law and Governance copied to its Chief Executive and Director of Kent Highway Services inviting the Council to undertake in writing to comply with the obligations in respect of that payment set out in Schedule 3 quoting file reference LS/A/02474/297 enclosing a copy of Schedule 3 and a copy of this clause 3 of Schedule 1 and (ii) upon receipt of such undertaking, to pay the J1A Contribution to the County Council PROVIDED THAT if the County Council has not provided the aforesaid undertaking within 28 days of the date of its receipt of the written invitation so to do then the Relevant Table for the purposes of paragraphs 5 and 6 of Schedule 2 shall be Table B (but this shall not affect the obligation to make the J1A Contribution upon the County Council providing the aforesaid undertaking)
4. To submit a signage strategy for the roads identified in Drawing No.855/SK/020A of the FTP (including a programme for the implementation thereof) to the Borough Council County Council and Highways Agency and to obtain approval thereof from the Borough Council and County Council prior to the Commencement of Development the cost of such signage strategy not to exceed the Signage Strategy Contribution

5. To implement or procure the implementation and completion of the signage strategy approved pursuant to paragraph 4 above in accordance with the programme approved as part of the signage strategy
6. To implement or procure the implementation of the provision of a toucan crossing across Thames Road on the approach to the Burnham Road roundabout which shall be in place prior to first Beneficial Occupation
7. To observe and perform the measures set out in the FTP and without prejudice to the generality of the foregoing to observe and perform the FTP obligations set out in Schedule 2

SCHEDULE 2 FTP OBLIGATIONS

Travel Plan Co-ordinator

1. To secure the appointment of the Travel Plan Co-ordinator referred to in the FTP at least six months prior to Beneficial Occupation and to maintain that appointment until 2025 unless it is agreed by TfL the Borough Council and Kent County Council that such an appointment should cease earlier
2. To require by the terms of the appointment of the Travel Plan Co-ordinator that such co-ordinator perform the role required of that person as set out in the FTP and to secure compliance with those terms of appointment by the person in post from time to time

Employee Monitoring

3. To monitor employee travel patterns to identify their mode of travel to and from the Development
4. To seek to achieve a car mode share for employees of no more than 70% of inbound and outbound trips (between 0700 – 1000 and 1600 – 1900) within two years of Beneficial Occupation

5. In the event of a car mode share for employees being in excess of 70% of inbound and outbound trips (between 0700 – 1000 and 1600 – 1900) following a period of two years from Beneficial Occupation then to implement the measures set out under items 1 to 3 in Table 8.2 of the FTP
6. In the event that following monitoring for a further twelve months the car mode share for employees has not reduced from the figure previously monitored then to implement one of the measures set out in items 4 to 11 of Table 8.2 of the FTP as agreed with TfL the County Council and the Borough Council or such other measure or measures as are agreed between PDL the Owners and TfL the County Council and the Borough Council
7. To thereafter monitor the car mode share every twelve months and if at the end of any twelve month period there has not been a decrease in the car mode share since the previous period of monitoring to carry out another of the measures set out in items 4 to 11 of Table 8.2 of the FTP as agreed with TfL the County Council and the Borough Council or such other measure or measures as are agreed between PDL the Owners and TfL the County Council and the Borough Council
8. To continue monitoring until all the measures in items 1 to 11 of Table 8.2 of the FTP are in place or until the target car mode share of 56% of inbound and outbound trips (between 0700 – 1000 and 1600 – 1900) has been achieved
9. Thereafter to continue to seek to achieve a car mode share of not more than 56% of inbound and outbound trips (between 0700 – 1000 and 1600 – 1900)

Goods Vehicle Monitoring

10. No Beneficial Occupation shall occur until the Vehicle Monitoring Scheme has been submitted to and approved by the County Council in consultation with the Highways Agency the Borough Council and TfL

11. By no later than first Beneficial Occupation, to implement and thereafter to maintain and as the case may be to fund the Vehicle Monitoring Scheme at no expense to the Borough Council the County Council Dartford Borough Council TfL or the Highways Agency until such time (if it occurs at all) as one year shall have elapsed from the date on which the last of the Steps set out in Schedule 5 has been completed

12. If during any Monitoring Period the average number of outward bound Goods Vehicles during the peak periods identified in column 1 of the Relevant Table shall exceed the number specified in column 2 of the Relevant Table then the Owners and PDL will without unreasonable delay take or procure to be taken (or as the case be funded) the measures identified as remedial actions in Schedule 5, so that the measures required by Step 1 in Schedule 5 shall be implemented after the first Monitoring Period in which any such excess has occurred, those required by Step 2 shall be implemented after the second Monitoring Period in which any such excess has occurred, those required by Step 3 shall be implemented after the third Monitoring Period in which any such excess has occurred, those required by Step 4 shall be implemented after the fourth Monitoring Period in which any such excess has occurred, those required by Step 5 shall be implemented after the fifth Monitoring Period in which any such excess has occurred, those required by Step 6 shall be implemented after the sixth Monitoring Period in which any such excess has occurred and those required by Step 7 shall be implemented upon the seventh Monitoring Period in which any such excess has occurred: so that, for the avoidance of doubt, the earliest possible date at which the measures required by Step 7 shall be required to be implemented is 3½ years after Beneficial Occupation.

13. For the purposes of paragraph 5 above, the average number of outward bound Goods Vehicles during the peak periods identified in column 1 of the Relevant Table shall be taken to have exceeded the number

specified in column 2 of the Relevant Table if the number in column 2 has been exceeded by the aforesaid average number in relation to any one or more working days of the week, such that for example and for the avoidance of doubt: if in Year 2 the Relevant Table is Table A and the average number of outward bound Goods Vehicles between 0800 and 0900 on the Mondays during a Monitoring Period exceeds 39 then the appropriate Step of the remedial measures specified in Schedule 5 must be implemented.

SCHEDULE 3
OBLIGATIONS IN RESPECT OF J1A CONTRIBUTION

1. To apply the J1A Contribution for the purpose of funding the J1A Interim Works and for no other purpose and
2. To return to the party who paid the J1A Contribution any or all of the J1A Contribution not expended or contractually committed to be expended within five years of its receipt by the County Council along with interest accrued thereon calculated from the date of any payment to the date of repayment

**SCHEDULE 4
TABLE A**

Column 1	Column 2
Peak Periods	Outbound Goods Vehicles Per Hour
Monday to Friday	Year of opening (Year 1) to Year 7
0800-0900	39
1700-1800	28

TABLE B

Column 1	Column 2
Peak Periods	Outbound Goods Vehicles Per Hour
Monday to Friday	Year of opening (Year 1) to Year 8
0800-0900	75
1700-1800	54
	Years 9 to 2025
0700-1000	75
1600-1900	54

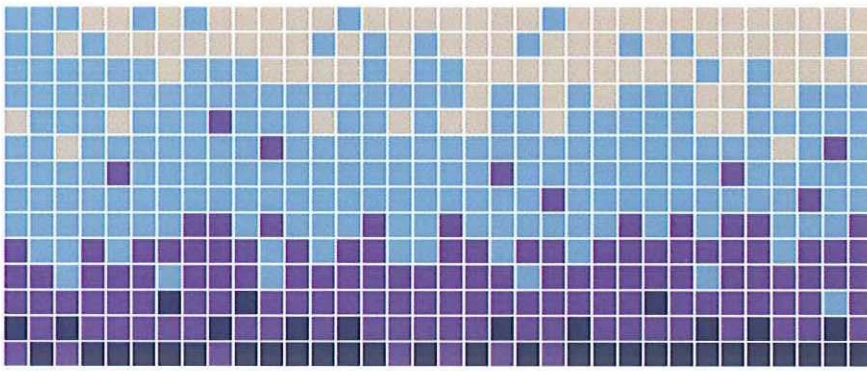
SCHEDULE 5

REMEDIAL ACTIONS TO BE TAKEN IF MONITORED NUMBERS OF GOODS VEHICLES EXCEED THE ALLOWABLE FIGURES

STEP	ACTION
STEP ONE	Formal notification to the County Council and the Borough Council of failure to stay within the limits referred to in the Relevant Table on the basis of the monitoring undertaken; set in hand a review of the travel patterns of individual occupiers of the Development and controls upon them being able to keep within the vehicle limits
STEP TWO	Meeting with Travel Plan Management Board (established under the FTP) with the County Council, Highways Agency, TfL and the Borough Council to identify which excess vehicle movements are occurring and to discuss action which can be taken to reduce numbers of Goods Vehicles leaving the site
STEP THREE	Meetings with occupiers of the Development, the County Council, Highways Agency, TfL and the Borough Council to agree voluntary measures to seek to resolve the excess vehicle movements
STEP FOUR	Provision of variable message signs in the offices and compounds of the RSW and IMT displaying real time information on traffic flows on the road network and routing information
STEP FIVE	Provision of site wide Vehicle Booking System to monitor movements of Goods Vehicles providing a comprehensive and co-ordinated booking system for each of the RSW
STEP SIX	Identification of arrangements for HGV parking within the boundary of the site to improve facilities for stacking of HGV's on site

STEP SEVEN	Signalisation of the site access road to control flows onto the arm of the A206 roundabout serving the Development in accordance with details first approved by the County Council to restrict Goods Vehicles movements out onto the public highway to the limits set out in the Relevant Table without any expense to the Borough Council the County Council Dartford Borough Council TfL or the Highways Agency PROVIDED that this Step (i) shall be taken in co-ordination with the County Council as highways authority and (ii) may take the form of funding the County Council to implement the requisite signalisation (including reasonable monitoring and commissioning)
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**SCHEDULE 6
AGREED BRIEF FOR J1A STUDY**



Howbury Park Rail Freight Terminal Study Brief for Improvements to the Signalised Operation of M25 Junction 1A

ProLogis

21 May 2007

QM

Issue/revision	Issue 1	Revision 1	Revision 2	Revision 3
Remarks	Second Draft	Third Draft	Third Draft	Final
Date	25 April 2007	03 May 2007	14 May 2007	21 May 2007
Prepared by	Adam Nicholls	Adam Nicholls	Adam Nicholls	Adam Nicholls
Signature				
Checked by	Paul Richmond	Paul Richmond	Paul Richmond	Paul Richmond
Signature				
Authorised by	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay
Signature				
Project number	11010855	11010855	11010855	11010855
File reference	070425 Scope for J1A Study001-R	070425 Scope for J1A Study001-R	070425 Scope for J1A Study Rev03-Draft04	Scope for J1A Study Final 070521

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1 Introduction

1.1 SUBMISSION

1.1.1 The study brief details the work that will be required in order to provide robust and workable proposals for the operation of M25 J1A for the future specified dates. A written proposal should be submitted that demonstrates a clear understanding of these requirements. Supporting information such as CV's and relevant project experience should be included in a technical annex, in addition to a study programme. The statement should highlight how the commission will be approached, ensuring that all the requirements identified in the brief are met.

1.1.2 In terms of providing project experience particular reference should be made to the development of operational assessment models and design of trunk road junctions.

1.2 REPORTING REQUIREMENTS

1.2.1 Technical reports, in hard copy and electronic format, are to be submitted at each stage of the study. Where plans are required, these should be prepared to a standard approved by the Highways Agency and Kent County Council.

1.2.2 A written record should be made of all meetings related to the study. Such records are to be prepared and made available to participants no later than 5 working days after the date of the meeting.

1.2.3 At the end of each stage of the study, all relevant calculations, working papers and models are to be handed over to the HA and KCC.

1.3 FEE PROPOSAL

1.3.1 A fixed quote for the work specified in the study brief should be submitted as part of the written submission.

1.4 PROFESSIONAL INDEMNITY

1.4.1 Details of professional indemnity will need to be included within the proposal.

2 Background

2.1 BACKGROUND

2.1.1 An application has been submitted to the London Borough of Bexley for a Strategic Rail Freight Interchange at Howbury Park and this is subject to a Public Inquiry commencing in April 2007. It comprises 198,000sqm gross external area of rail related warehousing with each warehouse serviced by dedicated railway sidings. There is also an inter-modal terminal for the transfer of freight directly from rail to road transport.

2.1.2 A Transport Assessment (TA) was produced in 2004 in support of the original application for the Howbury Park development. As part of the consultation process a revised TA was submitted in November 2005 which sought to clarify some of the issues raised from the original application.

2.1.3 Since the submission of the revised TA there have been extensive discussions with the relevant transport authorities in the area of the site, namely; London Borough of Bexley (LBB), Transport for London (TfL), Kent County Council (KCC) and the Highways Agency (HA). In addition both the GLA and the London Borough of Bexley have provided detailed responses on the November 2005 submissions.

2.1.4 A further TA was submitted in January 2007 and covered the relevant information which was included in the original application and revised submission. In addition it covered a minor amendment to the transport proposals and revised trip generation characteristics and highway impact information following receipt of data made available since the original application.

2.1.5 The latest report did not cover the detailed rail issues for the application. There is a separate report entitled Railway Technical Report, prepared by Intermodality, which describes the nature of the rail freight industry, the applicability and operation of the site and the use and impact on the rail network. The TA examined the road transport implications of the freight operation and the travel characteristics of employees and visitors to the site.

2.1.6 The following is an extract from the Executive Summary of the January 2007 TA:

■ *The traffic impact on the highway network has been assessed for an effective year of opening (2010) and a 15 year forecast (2025). It has concluded that there would be no adverse impact on the immediate road network. The only area where there is an impact is at the M25 Junction 1A in 2025. In this scenario the modelling included a significant number of other potential developments. As a result the demand exceeded the capacity on a few approaches, most notably the M25 southbound off slip road. With the addition of the application traffic the queues increase. These queues could be reduced by amending the green times, although there would then be an impact on the A206.*

2.1.7 In order to mitigate the impact at Junction 1A the TA recommended a more dynamic signal operation in the form of MOVA and / or queue detectors.

2.1.8 The TA is a comprehensive assessment and contains essential information for the production of this Study and will therefore be made available to the consultant.

2.1.9 Notably in Section 8 of the TA, the results of the Junction 1A analysis are summarised for the previous assessment years of 2010 and 2025. These results provide some indication of the problems at Junction 1A.



2.2 DFT CIRCULAR 02/2007

2.2.1 Since submission of the revised TA, DFT Circular 02 / 2007 has been published. As a result the HA require an assessment 10 years after the date of the planning application instead of 15 years after opening. This results in an assessment year of 2014.

2.2.2 Although all the relevant background information refers to assessments in 2010/ 11 and 2025, 2014 is now a significant year for analysis.

2.3 JOINT POSITION OF WSP, HA AND KCC

2.3.1 From a review of the current operation of J1A, method of control and analysis which identifies the level of impact from Howbury Park, it is anticipated that enhanced signal control combined with other measures would produce an acceptable solution to mitigate the effect from Howbury Park.

2.3.2 Having agreed that this is possible, the study is to be undertaken in order to determine the preferred solution for the Howbury assessment year, 2014, and a longer term (2018) solution which will enable other developments in the Thames Gateway to come forward.



3 Study Purpose

3.1 INTERIM AND LONGER TERM REQUIREMENTS

3.1.1 Following the submission of the latest TA and subsequent discussions with the HA and KCC, a further study of J1A is now required in order to address anticipated future capacity issues.

3.1.2 The study will need to be guided by the following two requirements, which will address the immediate need to improve efficiency at the junction to mitigate Howbury Park in 2014 and a longer term approach to provide additional capacity given the increased demand from all the developments in the Thames Gateway.

- Interim measures which could involve the introduction of MOVA, MOVA with SCOOT combination or another suitable measure, together with any appropriate changes to the road markings and minor kerb realignments; and
- A longer term solution which would include amendments to the layout of J1A. This would not include the whole scale reconstruction of J1A but would cover kerb realignments within the highway boundary if they provide a suitable benefit. It could also include possible widening of the over bridge if there were significant benefits.

3.2 STUDY AIMS

3.2.1 The work of the Study needs to be sufficiently detailed to ensure that the decisions to proceed with the implementation of both the interim and longer term measures are robust. The aim should be to carry out the Study at a level of detail which is sufficient to enable confident decisions to be taken about which measures to progress. The consultants will therefore need to be satisfied that the overall design/engineering of any proposal is fundamentally sound and practicable. In terms of ensuring necessary safety issues are considered a Stage 1 Road Safety Audit should be undertaken.

3.2.2 The consultant will be required to:

- carry out an in-depth appraisal of the congestion and safety problems at J1A, at present and for the appropriate years, considering:
 - the operation of the junction necessary to improve the efficiency of operation in terms of junction throughput and reduction in delays;
 - the road improvements necessary to improve safety;
- identify options for future measures to address current and forecast problems;
- recommend a preferred strategy for action; and a detailed list of measures necessary to implement the capacity and operational improvements, showing the potential benefits and cost-effectiveness of each; and
- Each of the above will be required for the interim and longer term solution.



3.3 OBJECTIVES

3.3.1 To review the existing TA and verify the scale and nature of existing and future capacity issues and other transport problems at the junction. The study should also consider environmental, safety and accessibility impacts of the study's proposals.

3.3.2 To identify a range of options that could be used to tackle existing and future operational performance and capacity issues at J1A for the immediate improvement and the longer term enhancements, identifying:

- scope for junction amendments to improve the efficiency of operation in terms of junction throughput and reduction in delays
- scope to improve junction safety;
- scope for environmental improvements;
- scope for improving facilities and safety;
- implications for bodies with relevant policy, operational, maintenance or representational roles (eg local authorities; public transport operators);
- possible timing of improvements;
- likely effectiveness; and
- performance against suitable appraisal method (Project Appraisal Report Version 4.1b).

3.3.3 To ensure that the recommendations put forward are consistent with the principles of sustainable development and current policy.

3.3.4 To identify the likely cost of implementing the recommended measures

3.4 AVAILABLE INFORMATION

3.4.1 Information that could be made available to the consultant to assist in the formulation of the options is as follows:

- 2005 Survey Flows
- Full Turning Count (0700-1000, 1600-1900)
- Queue Surveys
- Delay Surveys
- Validated TRANSYT model (agreed with HA)
- Kent Thameside Saturn Model (KTS)
- Trip Characteristics for Howbury compatible with the KTS model
- Existing junction details
- As-built Layout drawings
- Signal timings, etc.



3.5 STUDY AREA


3.5.1 The study area is defined as Junction 1A of M25 and a suitable length of approaches to the intersection. However, the consultant will also need to have regard to issues which originate outside the study area but may impact upon it.

3.5.2 The consultant is required to consider the adequacy of the study area and the factors impacting upon it. The findings of that review, and any proposals to change the area or add to/take from the listed factors, are to be incorporated into the initial study reporting.

3.5.3 The exact extent of the study area will be agreed during the inception process. There will be a need to model an area that covers all junctions that may be effected by queuing from Junction1A and, therefore, in determining the study area the consultant will need to take due regard to the operation of the Dartford Crossing Toll Booths. In addition the study will need to examine protocols for the operation of the junction when exits become blocked.

3.6 MANAGEMENT OF STUDY

3.6.1 The consultant for the study will need to appoint a named project manager responsible for handling the bulk of the detailed work and in overseeing the day to day management of the study.



4 Scope of Study

4.1 INTERIM MEASURES AND LONG TERM SOLUTION

4.1.1 The study will need to consider both interim measures and a long term solution, however, it is important that any proposals are aligned to each other in order to minimise any abortive works.

4.1.2 The interim measures and long term solutions should both be designed with regard to all expected traffic conditions (not just peak hours) and the proposed method of control should be sufficiently flexible to accommodate different traffic patterns.

4.2 INTERIM MEASURES

4.2.1 The interim measures are to be tested for the year 2014 with 100% Howbury Park development.

4.2.2 2014 is not a KTS modelled year and hence it needs to be created. The consultant will need to commission the necessary modelling runs from the KTS consultants (Jacobs). The cost of this work will need to be included.

4.2.3 The 2014 KTS vehicle trip matrix will be obtained by a linear interpolation between the KTS 2011 and KTS 2018 base matrices. It is not expected that the mode share model (i.e. public transport share) should be rerun.

4.2.4 The 2014 transport infrastructure for assignment purposes will consist of the 2011 provision plus any programmed improvements between 2011 and 2014. These will be agreed by the HA and KCC and given to the consultant for Jacobs to include in this model.

4.2.5 Average hour will need to be factored to represent peak hour demand. Peak hour factors will be provided;

4.2.6 As 2014 will consist of interim measures the work is to be undertaken using Saturn "actual arrival" flows at Junction 1A.

4.2.7 The interim measures should consist of an improved method of control such as MOVA, MOVA in combination with SCOOT and / or other suitable technology, changes to road markings and minor kerb alignments, (without significant widening of the carriageway). These minor alterations would facilitate the proposed road markings to accommodate the proposed layout.

4.3 LONG TERM SOLUTION

4.3.1 The long term solution is to be tested for the year 2018 both with and without the Howbury Park development.

4.3.2 2018 is a KTS modelled year and hence the relevant information can be extracted directly from Jacobs.

4.3.3 It is considered that for 2018 and beyond there is unlikely to be peaking within the 3 hour peak period.



4.3.4 Due to the extended nature of the peak and the longer term aspirations, two 2018 schemes may be required:

- A scheme using Saturn "actual arrival" flows which would reflect the actual operation in the peak period.
- A scheme using Saturn "demand" flows which would seek to address all of the traffic flows that might eventually arrive at the junction over the extended peak periods.

4.3.5 The longer term schemes could include kerb realignments within the highway boundary and possible widening of the overbridge if there were significant benefits.



5 Methodology

5.1 INCEPTION

5.1.1 The consultants will, within 3 weeks of award of the contract, complete an Inception Report. The Inception Report will set out the consultant's initial thoughts on:

- Requirements for further surveys, whilst it is not expected that this will be required, it should be borne in mind that these surveys are likely to be untypical due to traffic diversions caused by the A2/A282 and Thames Road dualing work;
- Documents reviewed to date and any conclusions;
- Programme for the completion of the study (a detailed study programme will need to be included in the inception report); and
- Study management and consultation plan.

5.1.2 The consultants will also be required to put forward costed and detailed proposals with supporting justification for any additional surveying and modelling of transport movements in the study area, including any requirements for data collection

5.2 IDENTIFICATION OF PROBLEMS

5.2.1 The consultant will be required to quantify the extent of the operational issues, in terms of capacity and safety, facing J1A in the immediate and longer term.

5.3 IDENTIFICATION OF OPTIONS

5.3.1 The consultants should develop a range of specific measures that address the problems already identified at J1A as well as tackling the issue of increasing junction capacity in the interim and longer term scenarios.

5.3.2 For the immediate and the longer term the consultants will:

- define specific options to deal with the 2014 overall demand;
- identify measures which would be consistent with the objectives of the longer term strategy;
- prioritise measures, using a set of criteria for determining priority; and
- produce the Identification of Options Report describing all the implementation work required.

5.3.3 For the purposes of identifying the options associated with the solutions the consultant will be required to use appropriate methods to test the different modes of signal operation at the junction, namely SCOOT and MOVA. One option which should be considered is the use of PCMOVA.

5.3.4 The development of a micro simulation model should be undertaken to enable all options to be assessed according to a consistent method.



5.4 CONSULTATION

5.4.1 The consultant will be required to undertake the following consultations as part of the study:

- HA;
- KCC;
- Other local bodies;
- Public transport operators; and
- Emergency Services.

5.5 OPTION APPRAISAL

5.5.1 Option appraisal should be undertaken in line with the Highways Agency Project Appraisal Report 4. The consultants must define how best to apply appraisal techniques. The techniques applied should be sufficiently detailed to obtain confidence that appropriate cost-effective options have been identified.

5.5.2 The consultants will produce the Options Appraisal report which draws together the results of the option appraisal.

5.6 IMPLEMENTATION PROGRAMME

5.6.1 Having taken account of all implementation constraints and funding requirements an Implementation Programme should be drawn up. Care should be taken to ensure the elements of the programme are scheduled appropriately to take account of:

- planning/implementation lead times
- the interaction between elements of the programme

5.7 RECOMMENDATIONS

5.7.1 The recommendations should be drawn up in a way that clearly identifies the implementation constraints, including

- implementation and maintenance costs
- implementation timescales
- physical constraints
- 'knock on' impacts

5.7.2 The recommendations should specifically identify the potential cost requirements for the preferred solutions.

5.7.3 A programme together with a clear indication of the next step in order to progress the scheme through detailed design, contract preparation and construction should be included within the recommendations.

5.7.4 The recommendations section of this report will also include the preparation of the Study Report. This report will provide a summary of all of the elements of work completed during the course of the Study and recommended programme of implementation for the interim and longer term measures.



5.8 STUDY TIMESCALES

5.8.1 The study phases identified above are not necessarily strictly sequential and the consultants should consider how best to organise activities and resource inputs to ensure that the study does not exceed a maximum of 3 months.

5.8.2 Programming should allow for the Inception report to be produced within 3 weeks of the award of the contract, and the final Study Report within 3 months



6 Summary

6.1 STUDY REQUIREMENTS

6.1.1 The study needs to be guided by the following requirements:

- Interim measures which could involve the introduction of MOVA, MOVA in combination with SCOOT or another suitable measure, together with any appropriate changes to the road markings and minor kerb realignments.
- A longer term solution which would include amendments to the layout of J1A. This would not include the whole scale reconstruction of J1A but would cover kerb realignments within the highway boundary if they provide a suitable benefit. It could also include possible widening of the over bridge if there were significant benefits.

6.1.2 The study aims and objectives are detailed in Section 2.2 and 2.4 and can be summarised as:

- In depth appraisal of congestion and safety
- Identify and develop options to address the interim and longer term options highlighted above.
- Produce costing options along with a preferred strategy for action demonstrating benefits and cost effectiveness.

6.1.3 At the end of the study the consultant will hand over the models developed as part of the study to the HA and KCC.

SIGNED AS A DEED on behalf of)
BEXLEY LAND RESTORATION LTD by:)

Director [Redacted])
CHR STONEHAM

Director/Secretary [Redacted])
C.V. OGILVIE

SIGNED as a DEED by COLIN)
MACHLACHLAN RUSSELL)
STONEHAM in the presence of:-) [Redacted]

Witness signature [Redacted]

Witness name ... JULIE PARRER

Witness address: ... MERIDIAN SOUTH
MERIDIAN BUSINESS PARK
LEICESTER LE19 1WJ
Witness occupation ... Solicitor

SIGNED as a DEED by RUPERT)
EDWARD ODO RUSSELL)
as the Attorney of DESMOND JOHN)
RUSSELL STONEHAM in exercise)
of the power conferred on him by a power)
of attorney dated 14th September 2006 in the)
presence of:



Witness signature ... [Redacted]

Witness name ... ERICA BENTON

Witness address... [Redacted]

Witness occupation ... TRAFFEE SOLICITOR



SIGNED as a DEED by JOHN)
RUSSELL STONEHAM in the presence of:-)

Witness signature ... 

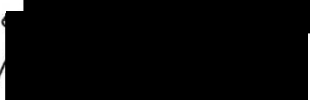
Witness name *ERICA BENTON*

Witness address...  ..


Witness occupation *TRAINEE SOLICITOR*

SIGNED AS A DEED on behalf of)
PROLOGIS DEVELOPMENTS LTD by:)

Director  *ALAN CURTIS*

Director/Secretary  *LEN HALL*

Appendix 7: Annex 4
Howbury s106 Agreement (2018)

Dated: 12 OCTOBER 2018

- (1) The Trustees of the Russell Stoneham Estate
- (2) Bexley Land Restoration Limited
- (3) Howbury Park GP Limited and Howbury Park SPV Limited (on behalf of The Howbury Park Limited Partnership)
- (4) The Mayor and Burgesses of the London Borough of Bexley

Deed

made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) relating to development of land adjacent to South Eastern Trains Depot, Slade Green, Bexley, Kent, known as Howbury Park

I, JAMES GARRETT
certify that this is a true and complete copy
of the original document

Signed [REDACTED]
Solicitor/

Dated 12/10/2018
Womble Bond Dickinson (UK) LLP
1 Whitehall Riverside
Leeds LS1 4BN

BETWEEN

- (1) **COLIN MACHLACHLAN RUSSELL STONEHAM** of ~~Wiltshire SN8 4JE~~ and **DESMOND JOHN RUSSELL STONEHAM** of ~~Wiltshire SN8 4JE~~ and **JOHN RUSSELL STONEHAM** of ~~Rack Close, Highfield Lane, Thursley, Nr Godalming, Surrey~~ being the **TRUSTEES OF THE RUSSELL STONEHAM ESTATE ("the Trustees")**; [REDACTED]
- (2) **BEXLEY LAND RESTORATION LIMITED** (Company Registration Number 2567935) whose registered office is situated at Howbury Grange, Slade Green Erith, Kent, DA8 2NE ("**BLR**");
- (3) **HOWBURY PARK GP LIMITED** (Company Registration Number 10308927) and **HOWBURY PARK SPV LIMITED** (Company Registration Number 10310141) (**ON BEHALF OF THE HOWBURY PARK LIMITED PARTNERSHIP** (Registered Number LP017643)) both of whose registered office is situated at Lumonics House, Valley Drive, Swift Valley Industrial Estate, Rugby, Warwickshire CV21 1TQ ("**HPL**");and
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BEXLEY** of Civic Offices, 2 Watling Street , Bexleyheath, Kent DA6 7AT ("**LBB**").

RECITALS

- A. The Applicant has by means of the Applications applied to the LBB and DBC for the Permissions
- B. Most of the Application Land is situated within the London Borough of Bexley and the remainder is situated within the Borough of Dartford and in the County of Kent
- C. LBB is the local planning authority and the highway authority by whom the obligations contained herein are enforceable which bind the Bexley Obligation Land and the Marshes Trust Land
- D. Planning obligations which bind the Dartford Obligation Land and which are enforceable by KCC and/or DBC are dealt with in a separate agreement
- E. The Trustees are the owners of the freehold interest in those parts of the Application Land which are registered with the Land Registry under title registration numbers K754172, K380498 and SG773431 and are the proprietors of registered charges over the land registered with the Land Registry under title registration number SGL558793 dated 11 December 1996, 1 October 1997, 12 February 1998 and 2 December 1998.
- F. BLR is the owner of the freehold interest in that part of the Application Land which is registered with the Land Registry under title registration number SGL558793
- G. HPL is the beneficiary of an agreement for sale (novated to it by the Applicant on 6 January 2017) in respect of the land registered with the Land Registry under title registration numbers K754172, K380498 and SGL558793 dated 12 November 2014 and made between

WBD

(1) The Trustees (2) BLR and (3) the Applicant and is party to this Deed to acknowledge the planning obligations contained herein

H. LBB was directed by the Mayor of London to refuse Application 1 and the decision letter refusing permission was issued on 20 July 2017

I. The Applicant has submitted the Appeal to the Secretary of State for his determination.

NOW THIS DEED WITNESSETH as follows:-

1. STATUTORY AUTHORITY AND LIABILITY

1.1 This Deed is made pursuant to:-

- (a) Section 106 of the Act;
- (b) Section 111 of the Local Government Act 1972; and
- (c) all other enabling powers

1.2 This Deed contains planning obligations under the Act and the obligations in the Third, and Fifth Schedules shall be binding on the Bexley Obligation Land and the obligations in the Fourth Schedule shall be binding on both the Marshes Trust Land and the Bexley Obligation Land and in each case enforceable against the Owners and their successors in title and any persons otherwise deriving title from the respective Owner.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Deed the following words and expression shall where the context admits have the following means:-

"Act"	means the Town and Country Planning Act 1990 as amended or re-enacted from time to time;
"Appeal"	means the appeal submitted to the Secretary of State pursuant to section 78 of the Act against the refusal of the Applications and allocated appeal references APP/D5120/w/17/3184205 and APP/T2215/W/17/3184206;
"Applicant"	means Roxhill Developments Limited of Lumonics House, Valley Drive, Swift Valley Industrial Estate, Rugby, Warwickshire CV21 1TQ;
"Application 1"	means the application in respect of the Development submitted to LBB on 20 November 2015 and given reference 15/02673/OUTEA;

"Application 2"	means the application in respect of the Development submitted to DBC on 20 November 2015 and given reference 15/01743/OUT;
"Applications"	means Application 1 and Application 2;
"Application Land"	means the land to which the Applications relate and which is shown edged red on the Plan;
"Bexley Obligation Land"	means that part of the Application Land within the London Borough of Bexley shown coloured blue on the Plan which is contained within title SGL558793 and is part of land within title number SG773431; ^
"Bus Stops Contribution"	means the sum of Thirty Five Thousand Pounds (£35,000.00) payable by the Owners to LBB in accordance with paragraph 2.1 of the Second Schedule for the provision of enhancements to the bus stops on Forest Road, Whitehall Lane, Hazel Road and Howbury Lane;
"Commencement"	means the carrying out on the Application Land of a Material Operation pursuant to either of the Permissions and " Commence " shall be construed accordingly;
"Community Liaison Group"	means a group comprising representatives of the Owners, LBB, local residents (and other groups as agreed between the Owners and LBB) to enable regular discussion on the progress of the Development the purpose of which shall be to monitor the implementation of the Development in a manner consistent with the conditions attached to the Planning Permission and the provisions of this Deed with the exception of the matters governed by the Transport Management Plan which are overseen by the Steering Group;
"Contributions"	means collectively the Bus Stops Contribution, the Legible London Signage Contribution, the Noise Mitigation Contribution, the Transport Plan Monitoring Contribution and the Travel Plan Fund;
"the Councils"	means KCC, LBB and DBC;
"DBC"	means Dartford Borough Council of Civic Centre Home Gardens Dartford Kent DA1 1DR;

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"Dartford Obligation Land"	means that part of the Application Land within the Borough of Dartford shown coloured yellow on the Plan which is contained within titles K380498 and K754172;
"Development"	means the development of the Application Land comprising (within London Borough of Bexley) the demolition of existing buildings and redevelopment to provide a strategic rail freight interchange comprising a rail freight intermodal facility, warehousing, new access arrangements from Moat Lane, new access arrangements from Bexley Byway 103, new access arrangements west of/including part of a bridge over the River Cray, associated HGV, car and cycle parking, landscaping, drainage, and associated works, and (within Dartford Borough) the creation of a new access road from the existing A206/A2026 roundabout, incorporating part of a bridge over the River Cray, landscaping and associated works;
"Development Plot"	means a plot upon which a warehouse is erected as part of the Development;
"Expert"	means a person of at least 15 years post qualification experience in the subject matter of the dispute;
"HE"	means Highways England Company Limited (company number 09346363), whose registered office is at Bridge House, Walnut Tree Close, Guildford, GU1 4ZZ, appointed as highway authority for the highways specified in article 2 of the Appointment of a Strategic Highways Company Order 2015 or any successor body;
"HGV"	means all goods vehicles travelling to or from the Application Lands with a gross weight in excess of 3.5 tonnes;
"HGV Monitoring and Management Protocol"	means the HGV Monitoring and Management Protocol contained in Chapter 16 of the Transport Management Plan or the equivalent Chapter in the Transport Management Plan following any review thereof;

"Intermodal Terminal"	means the rail freight intermodal facility to be constructed as part of the Development;
"KCC"	means Kent County Council of County Hall Maidstone Kent ME14 1XQ;
"Legible London Signage Contribution"	means the sum of Six Thousand Nine Hundred and Twenty Nine Pounds (£6,929.00) payable by the Owners to LBB in accordance with paragraph 3.1 of the Second Schedule towards the installation of map based signage at Slade Green Station and finger post signs to enable pedestrians and cyclists to navigate to the Development;
"LGV"	means all goods vehicles travelling to or from the Application Lands with a maximum gross weight of up to 3.5 tonnes;
"Marshes Management Company"	<p>means a limited company registered at Companies House to be formed by the Owners for the purposes carrying out future maintenance of the Marshes Trust Land and:-</p> <ol style="list-style-type: none"> 1. which is to be incorporated in England and Wales 2. which has its registered office in England or Wales; and 3. whose primary objects permit it to maintain and renew the Marshes Trust Land;
"Marshes Drainage Strategy"	means a strategy to be agreed with LBB to provide for holding and releasing water at a given rate to maintain water levels within the Marshes Trust Land and avoid dry conditions during summer and flash flood inundation during winter;
"Marshes Drainage Strategy Sum"	means the sum of Eight Hundred Thousand Pounds (£800,000.00) over and above the costs of a hard engineering drainage solution;
"Marshes Initial Works"	means the initial works to be undertaken upon the Marshes Trust Land to facilitate and which shall include (but not be limited to) the following works:

	<ul style="list-style-type: none"> - ditches clearance - signage and interpretation boards - footpath and fencing repairs;
"Marshes Initial Works Sum"	means the sum of Two Hundred Thousand Pounds (£200,000.00);
"Marshes Management Plan"	means the plan for the management and future maintenance of the Marshes Trust Land contained in Annex 1 to the Third Schedule as may be amended pursuant to any review carried out in accordance with paragraph 1.3.7 of the Third Schedule;
"Marshes Management Sum"	means the sum of One Million Four Hundred and Fifty Thousand Pounds (£1,450,000.00);
"Marshes Trust Land"	means the land shown coloured green on the Plan being part of the land with title number SG773431;
"Material Operation"	<p>means an operation as defined in Section 56(4) of the Act save that for the purposes of this Deed the following shall not constitute a material operation:-</p> <ul style="list-style-type: none"> (a) site clearance (b) earthworks (c) demolition of existing buildings (d) archaeological investigation (e) assessment of contamination (f) remedial action in respect of contamination (g) the erection of fences or other means of enclosures for site security (h) the diversion and laying of services (i) the erection of a site compound or site office or temporary buildings or structures (j) landscape works;
"Moat Lane and Leycroft Gardens Properties"	means numbers 71 and 73 Moat Lane and numbers 1, 2 and 3 Farm Cottages, and numbers 20, 22, 24, 26, 28, 64, 66, 68, 70, 72, 74, 76, 78 and 80 Leycroft Gardens;

"Noise Mitigation Contribution"	means the sum of Nine Thousand Pounds (£9,000.00) for each of the Moat Lane and Leycroft Gardens Properties;
"Occupation"	means the first occupation of a warehouse or the intermodal terminal for the purposes authorised by the Permissions except occupation for construction fitting out, marketing or security purposes and "Occupy" shall be construed accordingly;
"Owners"	means together the Trustees and BLR and "Owner" shall be construed accordingly;
"Permission 1"	means the planning permission to be issued by the Secretary of State in respect of Application 1 pursuant to his determination of the Appeal;
"Permission 2"	means the planning permission to be issued by the Secretary of State in respect of Application 2 pursuant to his determination of the Appeal;
"Permissions"	means together Permission 1 and Permission 2 or the Single Permission;
"the Plan "	means the plan marked as such contained in the First Schedule;
"Section 73 Consent(s)"	means any subsequent planning permission granted pursuant to an application made under Section 73 of the Act to develop the Bexley Obligation Land or the Dartford Obligation Land without complying with a condition(s) imposed on Permission 1 or Permission 2 or the Single Permission;
"Secretary of State"	means the Secretary of State for the Ministry of Housing, Communities and Local Government from time to time charged with determining the Appeal;
"Shuttle Bus Service"	means a private employee shuttle bus service operating between the Application Land and Slade Green railway station (and any other locations agreed as part of the Shuttle Bus Strategy) which shall enable employees of the Development to utilise sustainable transport opportunities and reduce car trips to the Application Land;

"Shuttle Bus Strategy"	means a strategy for the provision of the Shuttle Bus Service derived from the likely staff choices and staff travel surveys the aim of such strategy being to maximise the number of employees served by the Shuttle Bus Service and ensure efficient routes to reduce unnecessary single occupancy car trips as provided for in the Transport Management Plan;
"Signage Strategy"	means the signage strategy set out in Figure 15.1 of the Transport Management Plan (or the equivalent Figure in the Transport Management Plan following any review thereof) or such alternative strategy as may be agreed with KCC and LBB;
"Single Permission"	means a single planning permission issued by the Secretary of State covering both Applications;
"Statutory Undertaker"	means any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;
"Steering Group"	means the Steering Group as described in the Transport Management Plan and paragraph 1.5 of the Fourth Schedule;
"Sustainable Travel Measures"	means the measures set out in the Transport Management Plan or any other measures the Steering Group considers will assist in achieving more sustainable travel and managing the impact on the transport network and local environment;
"Transport Fund"	means an account maintained by LBB into which all financial penalties collected by the Transport Management Plan Manager in accordance with paragraph 16.7 of the Transport Management Plan (or the equivalent paragraph in the Transport Management Plan following any review thereof) and any Vehicle Monitoring System Penalty which falls due shall be paid and thereafter utilised for the purposes described in the Transport Management Plan;
"Transport Management Plan"	means the Transport Management Plan (Revision 8) produced by WSP dated 25 September 2018

	annexed to the Fourth Schedule as amended from time to time in accordance with paragraph 1 of the Fourth Schedule;
"Transport Management Plan Manager"	means the Transport Management Plan Manager as described in the Transport Management Plan;
"Transport Management Plan Monitoring Contribution"	means: <ul style="list-style-type: none"> a) for the period being the first five years from the date which is three months from the first Occupation, Two Thousand Five Hundred Pounds (£2,500.00) per year; and b) for the period being the five years immediately following the period at (a) above, Five Thousand Pounds (£5,000.00) per year;
"Travel Plan Fund"	means the sum of Twenty Five Thousand Pounds (£25,000.00) per annum for the period of ten years from first Occupation;
"Vehicle Monitoring Scheme"	means a detailed scheme for the location, installation and operation of a Vehicle Monitoring System in accordance with the general principles contained within the Transport Management Plan and the Fourth Schedule;
"Vehicle Monitoring System"	means a system of automatic number plate recognition (or other system agreed in writing between the Owners and the Council) to facilitate focussed monitoring of specific types and numbers of vehicles going to or from the Development to be funded by the Owners as provided for in the Transport Management Plan and the Fourth Schedule;
"Vehicle Monitoring System Penalty"	means a payment of £10,000 to be paid into the Transport Fund in the circumstances set out in paragraph 1.6 of the Fourth Schedule;
"Warden"	means a person or persons to be engaged by the Marshes Management Company for the purposes of the implementation of the Marshes Initial Works and for the management and maintenance of the Marshes Trust Land in accordance with the

	<p>Marshes Management Plan which person shall for the avoidance of doubt</p> <p>i be a direct employee or self-employed or a contractor: and</p> <p>ii shall be engaged on a part time basis proportionate to the tasks required of the Warden</p> <p>both as the Marshes Management Company sees fit;</p>
"Warden Supplement"	<p>means the sum of Fifty Thousand Pounds (£50,000.00) such sum to be utilised for the employment of the Warden to assist in the early implementation of the measures for the management and maintenance of the Marshes Trust Land (in particular the Marshes Initial Works).</p>

2.2 Wherever the context so admits the following words and phrases in this Deed shall have the meanings attributed to them:-

2.2.1 The singular shall include the plural and vice versa;

2.2.2 The masculine gender shall include the feminine and vice versa;

2.2.3 Any words denoting natural person shall include legal persons and vice versa;

2.2.4 The reference to any statute or section of a statute includes any statutory re-enactment or modification;

2.2.5 "Working Day" means any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday.

2.2.6 References to the Deed includes the Schedules.

2.3 Any covenant by the Owners or HPL to do any act or thing prior to a specified date or occurrence shall be deemed to include a covenant not to cause permit suffer or procure the doing of that act or thing prior to the satisfaction of the relevant covenant.

2.4 Any covenant given or made in this Deed shall be deemed to be given or made by the covenantor on behalf of itself and its successor in title and any person deriving title from the covenantor in accordance with section 106(3) of the Act.

2.5 In the event that a Section 73 Consent is granted and LBB, KCC, DBC and the Owners all agree references to "Permission 1" or "the Single Permission" (as applicable) in this Deed shall be deemed also to be references to that Section 73 Consent.

3. **GENERAL CLAUSES**

- 3.1 All provisions of this Deed with the exception of this clause and clause 11 (legal costs) are conditional upon the Secretary of State granting the Permissions pursuant to the Appeal.
- 3.2 No obligations or liabilities arising under this Deed shall be enforceable against:-
- 3.2.1 a mortgagee of any purchasers lessees or occupiers of an individual warehouse or the intermodal terminal (or a receiver appointed by such mortgagee); or
- 3.2.2 a Statutory Undertaker which has an interest in any part of the Marshes Trust Land and/or the Bexley Obligation Land for the purposes of its undertaking.
- 3.3 No person shall be liable for a breach of covenant contained in this Deed after they shall have parted with all their interest in the land to which the covenant relates (or the part in respect of which any such breach has occurred) but without prejudice to liability for any subsisting breach prior to their parting with such interest.
- 3.4 If one or both of the Permissions is subsequently revoked quashed or withdrawn (with or without the consent of the Owners) or expires before Commencement this Deed shall cease to have any effect.
- 3.5 HPL shall not be liable in respect of any of the obligations in this Deed save for clause 11 (legal costs) unless and until they acquire a legal interest in the Marshes Trust Land and/or the Bexley Obligation Land not being an option to purchase or conditional contract.

4. **OWNERS' COVENANTS**

- 4.1 The Owners and (subject to clause 3.5) HPL covenant with LBB so as to bind the Bexley Obligation Land:
- 4.1.1 to comply with the obligations contained in the Second, Third and Fourth Schedules; and
- 4.1.2 to give written notice of Commencement to LBB no later than 28 (twenty eight) Working Days prior to the anticipated date of Commencement
- 4.1.3 to give written notice of the anticipated date of Occupation to LBB no later than three months prior to such anticipated date of Occupation
- 4.2 The Owners and (subject to clause 3.5) HPL covenant with LBB so as to bind the Marshes Trust Land to comply with the obligations contained in the Third Schedule

5. **LBB COVENANTS**

- 5.1 LBB covenants with the Owners and HPL to comply with the obligations contained in the Fifth Schedule.

6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such.

7. NON-FETTER OF STATUTORY POWERS

7.1 Nothing in this Deed will fetter or prejudice the ability of LBB in the discharge of any of its statutory functions (either as local planning authority or otherwise) arising out of any provision of this Deed or otherwise in respect of the Development.

8. LEGAL CHALLENGE

8.1 In the event that any part of this Deed may be subject to challenge, review, deletion or otherwise rendered null/void or voidable the balance of the said Deed shall remain in full force and effect.

9. INTEREST

9.1 Should any of the sums payable under this Deed be more than 28 days in arrears then the sum payable shall attract interest calculated at a rate of 4% per annum above the Bank of England base rate on a daily basis from the first day after it has become due.

10. INDEXATION

10.1 Unless otherwise stated to the contrary all Contributions and other sums payable under the terms of this Deed by the Owners to LBB or otherwise due to LBB under the provisions of this Deed will subject to the provisions of this clause be subject to increase by application of the principles of indexation as set out in the following parts of this clause.

10.2 For the purposes of applying indexation the index will mean the Building Cost Information Service All-in Tender Price Index (TPI) as published by the Royal Institution of Chartered Surveyors (or in the event that such index ceases to be published then in its place such reasonably equivalent index as LBB shall specify).

10.3 The relevant Contribution will be increased by an amount equivalent to the percentage difference between the relevant published index current as at 20 April 2017 and the relevant published index current at the date of payment.

11. LEGAL COSTS

11.1 HPL shall pay to LBB prior to completion of this Deed its reasonable and proper legal costs incurred in the preparation, negotiation and completion of this Deed.

12. THIRD PARTY RIGHTS

12.1 The parties hereto do not intend that any third parties will acquire any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 under any part of this Deed.

13. **NOTICES**

13.1 Any notice required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class 'signed for' post:-

13.1.1 in the case of the Owners to the addresses given at the start of this Deed;

13.1.2 in the case of HPL to the Company Secretary at the address given at the start of this Deed;

13.1.3 in the case of LBB to the Head of Development Management at the address given at the start of this Deed;

or such other address as any party may notify to the other in writing from time to time.

13.2 Within ten Working Days of the completion of the transfer or grant of any interest in the Application Land the Owners shall serve notice upon LBB giving details of the transferee's or grantee's name and address together with details of the site to which the interest applies.

13.3 The requirement to serve notice upon LBB as stipulated in clause 13.2 shall cease as soon as all of the obligations under this Deed have been complied with and LBB have so acknowledged in writing.

14. **DISPUTE RESOLUTION**

14.1 Any dispute or disagreement arising under this Deed which has been identified in writing by one party to the others and which has not been resolved within 20 Working Days, or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days, may be referred by any party for determination by an Expert whose decision (except in cases of manifest error or fraud) shall be final and binding on the parties.

14.2 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

14.2.1 the Expert shall be agreed between the parties or in default of agreement within 10 Working Days of expiry of the period referred to in clause 14.1 above or in the case of a dispute or disagreement relating to the Transport Management Plan 5 Working Days, appointed by the President of the Royal Institution of Chartered Surveyors at the request of any party to the dispute;

14.2.2 if any party so requires (and notifies the other parties within 3 Working Days of the Expert's appointment) the matter shall be dealt with by oral hearing such hearing to take place within 20 Working Days of the Expert's appointment or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days, (or other timescale agreed between the parties);

14.2.3 if no party requires the matter to be dealt with by oral hearing:-

14.2.3.1 the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of the Expert's appointment or in the case of a dispute or

disagreement relating to the Transport Management Plan 10 Working Days of the Expert's appointment;

14.2.3.2 the other parties shall have 20 Working Days from the receipt of such written submission or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days, (or such extended period as the Expert shall allow) to respond;

14.2.3.3 the Expert shall disregard any representations made out of this time;

14.2.3.4 the Expert shall make his decision within 20 Working Days of the close of the oral hearing or period for submissions of written representatives or in the case of a dispute or disagreement relating to the Transport Management Plan 10 Working Days;

14.2.3.5 the Expert's decision shall be in writing and give reasons for his decision; and

14.2.3.6 the Expert's fees shall be in the determination of the Expert.

14.2.4 This clause shall not apply to any issues involving a question of law.

14.3 In the event that any member of the Steering Group does not agree with the decision of the Steering Group or the directors of the Marshes Management Company cannot agree on a decision required of it under this Deed or the provisions of the Transport Management Plan / the Marshes Management Plan (as applicable) then the dispute shall be subject to the provisions set out in clauses 14.1 and 14.2 and in the case of the Transport Management Plan also clauses 14.4 and 14.5.

14.4 The Expert determining any dispute or difference relating to the decisions of the Steering Group shall have regard to:

14.4.1 the impact of the outcome of the decision on the safe and efficient movement of traffic;

14.4.2 the environmental consequences of the decision;

14.4.3 the impact of the decision on the viability of the Development;

14.4.4 the avoidance of disproportionate cost on the Development;

14.4.5 the effectiveness of measures designed to mitigate the impacts of the Development; and

14.4.6 any approval required from the relevant highway authority under statutory requirements.

14.5 HE as a member of the Steering Group shall be entitled to refer any dispute or difference it has with a decision of the Steering Group utilising the provisions of clauses 14.1 to 14.4 notwithstanding that it is not a party to this Deed and the parties shall deal with any reference to expert determination by HE under these provisions as if HE were a party to this Deed.

15. **APPROVALS/CONSENTS**

15.1 Where any approval, consent, agreement or the like is required to be given or is requested pursuant to the terms of this Deed it shall be in writing and no party shall unreasonably withhold or delay any such approval, consent, agreement or the like and shall act expeditiously.

**THE FIRST SCHEDULE
THE PLAN**

THE SECOND SCHEDULE
OWNERS' COVENANTS WITH LBB – NON-TRANSPORT MATTERS

The Owners and HPL hereby covenant with LBB so as to bind the Bexley Obligation Land as follows:

1. Noise Mitigation

1.1 Not to commence the Development (for the purposes of Section 54(4) of the Act) until the Owners have:

1.1.1 submitted to LBB a scheme detailing arrangements for the release of the Noise Mitigation Contribution to the owners of the Moat Lane and Leycroft Gardens Properties for the purposes of carrying out of noise insulation measures at their properties ("**the Noise Mitigation Scheme**").

1.1.2 paid the Noise Mitigation Contribution to LBB.

1.2 Within five Working Days of the payment of the Noise Mitigation Contribution to notify the owners of the Moat Lane and Leycroft Gardens Properties of the payment of the Noise Mitigation Contribution to LBB and to provide such owners with copies of the Noise Mitigation Scheme.

2. Bus Stops Contribution

2.1 To pay the Bus Stops Contribution to LBB prior to Occupation and not to cause or permit Occupation until the Bus Stops Contribution has been paid.

3. Legible London Signage Contribution

3.1 To pay the Legible London Signage Contribution to LBB prior to Occupation and not to cause or permit Occupation until the Legible London Signage Contribution has been paid.

4. Local Employment

4.1 Not less than 28 days prior to the date of Commencement to submit to LBB a scheme to provide an education and skills programme for local residents to train in a number of construction disciplines in order that people may complete an apprenticeship with both practical experience gained on the Development and with formal qualifications to be obtained by a way of link with local colleges through the Bexley Skills and Employment Partnership ("**the Local Employment Scheme**") such scheme to seek to provide 5 (five) apprenticeships together with details of the experience, skills and qualifications to be gained as part of the Local Employment Scheme

4.2 Prior to the date of Commencement to obtain LBB's written approval of the Local Employment Scheme and thereafter to implement the approved scheme during the construction of the Development.

- 4.3 From the date of Commencement and during the construction of the Development to register with 'Resources Plus' (an agency funded by LBB, the Department for Work and Pensions, the European Social Fund and the Skills Funding Agency to deliver programmes that help the unemployed residents of Bexley to find and obtain work) all employment vacancies (including vacancies arising from the need to recruit replacement staff) created in connection with the construction of the Development.
- 4.4 In the course of complying with its obligations under paragraphs 4.1 to 4.3 above to:
- 4.4.1 maintain a register of employment vacancies created in connection with the construction of the Development (the format of such register to first be approved in writing by Resources Plus) and to include details such as job description, person specification, length of contract and salary / benefits, which shall be regularly updated to show the progress made with filling the vacancies through the medium of Resources Plus; and
 - 4.4.2 provide Resources Plus with written evidence of local residents moving into the education and skills programme during construction.
 - 4.4.3 maintain regular contact with Resources Plus for up to 12 months after the date of the resident's job entry in order to enable Resources Plus to track individual progress and provide additional support where required; and
 - 4.4.4 provide to Resources Plus (on request) such further evidence relating to local residents' employment during the construction of the Development as is reasonably required.

5. **Community Liaison Group**

- 5.1 Prior to the date of Commencement to establish a Community Liaison Group in consultation with LBB.
- 5.2 The Community Liaison Group shall thereafter operate in accordance with the following provisions:
- 5.2.1 The Community Liaison Group shall from time to time make such recommendations (copied to both the Owners and LBB) as it thinks fit regarding measures to be taken to secure the implementation of the Permissions in accordance with the conditions attached thereto and the provisions of this Deed and the Owners shall be obliged to give consideration to such recommendations and advise the Community Liaison Group of any action it proposes to take in that regard.
 - 5.2.2 The Community Liaison Group will first meet not less than 28 days prior to Commencement and shall thereafter meet not less than once every 6 months (or such other period as may be agreed in writing between the Owners and LBB).

5.3 The Community Liaison Group shall be convened by the Owners together with officers of LBB who will agree in advance the residents and any other parties whose representatives will be invited to attend.

THE THIRD SCHEDULE

OWNERS' COVENANTS WITH LBB – MARSHES TRUST LAND

The Owners and HPL hereby jointly covenant with LBB so as to bind the Marshes Trust Land and the Bexley Obligation Land as follows:

1. Marshes Management Regime

1.1 Not to Commence or allow Commencement until:

1.1.1 the extent of the Marshes Initial Works and programme for their implementation has been agreed in writing with LBB (the cost of such works not to exceed the Marshes Initial Works Sum);

1.1.2 LBB has confirmed in writing to the Owners that the Marshes Management Company has been established to LBB's reasonable satisfaction in accordance with paragraph 1.3 below;

1.1.3 the Owners have paid the Marshes Management Sum to the Marshes Management Company PROVIDED THAT such payment shall not be made prior to receipt of the Borough Council's notice referred to in paragraph 1.1.2 above; and

1.1.4 the Owners have paid the Warden Supplement to the Marshes Management Company PROVIDED THAT such payment shall not be made prior to receipt of the Borough Council's notice referred to in paragraph 1.1.2 above.

1.2 To carry out the Marshes Initial Works as agreed in accordance with the programme agreed pursuant to paragraph 1.1.1 above.

1.3 To set up the Marshes Management Company in accordance with the following principles:

1.3.1 The Marshes Management Company shall be a dedicated management company which will be responsible for the ongoing management and maintenance of the Marshes Trust Land in accordance with the Marshes Management Plan (as provided for in that plan) for a period of not less than 25 years.

1.3.2 The Trustees shall grant the Marshes Management Company all necessary rights and reservations over the Marshes Trust Land to allow and enable it to manage and maintain the Marshes Trust Land in accordance with the Marshes Management Plan without reliance on any third party.

1.3.3 The Marshes Management Company shall be permitted to accept receipt of the Marshes Management Sum and shall utilise it solely for the management and

maintenance of the Marshes Trust Land in accordance with the Marshes Management Plan.

1.3.4 The shareholding of the Marshes Management Company shall be held equally between (1) LBB and (2) the Trustees.

1.3.5 The directors of the Marshes Management Company shall (unless otherwise agreed in writing by LBB) comprise an equal number of voting representatives of (1) the Trustees and (2) LBB.

1.3.6 The Marshes Management Company shall meet not less than twice a year and the following bodies shall be invited to attend meetings of the Marshes Management Company and participate in its discussions on matters relevant to those parties but shall not, for the avoidance of doubt, have any decision making role:

1.3.6.1 The London Wildlife Trust;

1.3.6.2 Buglife

1.3.6.3 The RSPB;

1.3.6.4 The Bexley Natural Environment Forum (BNEF), and

1.3.6.5 The warden of the Thames Water Crossness Nature Reserve.

1.3.7 The Marshes Management Plan shall be reviewed at a meeting of the Marshes Management Company within 28 days of the date of completion of the Marshes Initial Works and thereafter not less than every five years beginning with the date of Commencement and FURTHER if Commencement does not occur within 12 months of the date of this Deed the Marshes Management Plan shall also be so reviewed prior to Commencement.

1.3.8 The Marshes Management Company shall be responsible for the engagement of the Warden.

1.4 The Marshes Management Company shall agree the detailed job specification of the Warden and shall employ the Warden prior to the commencement of the Marshes Initial Works to be carried out pursuant to paragraph 1.2 above.

1.5 The Marshes Management Company shall engage the Warden for a period of not less than 25 years (unless otherwise agreed in writing between the Management Company and LBB).

1.6 The Marshes Management Company shall utilise the Warden Supplement solely to assist in the early implementation of the measures for the management and maintenance of the Marshes Trust Land (in particular the Marshes Initial Works)

1.7 To include within the first Reserved Matters Application provision for an office base (of 9 sq.m) and secure store (of 12 sq. m) for use by the Warden ("**the Warden's Space**") such space to be used for the storage of the Warden's tools and equipment to assist in the carrying out of management and maintenance of the Marshes Trust Land.

1.8 At all times from the first Occupation of the Development to provide and maintain (for a period of not less than 25 years) the Warden's Space such provision to include all necessary heating, insurance, internet connection, phone line and office equipment required for the purposes of carrying out the functions of the Warden (including a computer, telephone, desk, seating and information storage facilities such provision to be proportionate to the functions of the Warden).

2. **Marshes Drainage Strategy**

2.1 Prior to Commencement to submit a Marshes Drainage Strategy to LBB.

2.2 Upon receipt of LBB's approval of the Marshes Drainage Strategy to thereafter implement the approved Marshes Drainage Strategy (or any variation thereto approved in writing by LBB) in accordance with the timescales approved therein PROVIDED THAT the estimated cost of implementing such strategy shall not to exceed the Drainage Strategy Sum.

3. **Marshes Management Implementation**

3.1 Subject to paragraph 3.3 of this Third Schedule in the event LBB considers that there has been a breach of the obligation to manage and maintain the Marshes Trust Land in accordance with the Marshes Management Plan and/or to implement the Marshes Drainage Strategy (as in each case as may be amended for time to time) it may serve a notice on the Marshes Management Company:

3.1.1 identifying the works required to remedy the breach in accordance with the Marshes Management Plan and/or the Marshes Drainage Strategy ("**the Works**"); and

3.1.2 stipulating a reasonable period within which the Works must be carried out.

3.2 If following the Marshes Management Company's receipt of the notice under paragraph 3.1 above LBB (acting reasonably) considers that the Marshes Management Company has failed to carry out the Works to its satisfaction within the time period specified in the notice then, subject to paragraph 3.3, the following provisions shall apply:

3.2.1 LBB shall notify the Marshes Management Company of the estimated cost of the Works or such of them that remain to be carried out as the case may be ("**the Estimated Cost**");

3.2.2 The Marshes Management Company shall pay the Estimated Cost to LBB out of the Marshes Management Sum within 28 days of such notification; and

- 3.2.3 LBB shall then carry out the Works or such of them that remain to be carried out (and the Trustees hereby grant licence to LBB to enter on the Marshes trust Land so to do) and within 14 days of their completion notify the Marshes Management Company of the actual costs incurred in carrying out such works ("**the Actual Cost**");
- 3.2.3.1 if the Actual Cost amounts to a sum less than the Estimated Cost, LBB shall return the excess sum to the Marshes Management Company within 28 days of such notification;
- 3.2.3.2 if the Actual Cost amounts to a sum in excess of the Estimated Cost, LBB shall provide evidence of the excess cost and the Marshes Management Company shall pay that excess out of the Marshes Management Sum to LBB within 28 days of such notification.
- 3.3 The provisions of paragraph 3.1 and 3.2 of this Third Schedule shall not apply to any action or inactions of the Marshes Management Company which arise following a determination by an Expert in accordance with clause 14 of this Deed and which are in accordance with such determination.
- 3.4 Nothing in this Third Schedule shall require any expenditure by the Marshes Management Company or the Owners in excess of the cumulative total of the Marshes Management Sum, the Marshes Initial Works Sum, the Warden Supplement and the Drainage Strategy Sum.

**ANNEX 1 TO THIRD SCHEDULE
MARSHES MANAGEMENT PLAN**



ecology solutions

ecology solutions for
planners and developers

ROXHILL DEVELOPMENTS LTD

HOWBURY PARK

Marshes Management Plan

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PLANS

Michael Sparks Associates Drawing:
Marshes Land Boundary Plan – Number 30777-PL-108

APPENDICES

APPENDIX 1 Crayford Marshes SMI citation

1. INTRODUCTION

- 1.1 This Marshes Management Plan (MMP) has been prepared by Ecology Solutions Ltd on behalf of the Roxhill Development Ltd in respect of the proposed development of Howbury Park, Bexley; hereafter referred to as 'the development site' and the marshes adjacent to the development site.
- 1.2 The proposed development is for a Cross-boundary outline application for the demolition of existing buildings and redevelopment to provide a strategic rail freight interchange comprising a rail freight intermodal facility, warehousing, new access arrangements from Moat Lane, associated HGV, car and cycle parking, landscaping, drainage, and associated works (within London Borough of Bexley). Creation of a new access road from the existing A206/A2026 roundabout, incorporating a bridge over the River Cray, landscaping and associated works (within Dartford Borough Council).
- 1.3 Conditional to this planning consent is a requirement for details of the future maintenance and management of the marshes to be submitted to and approved by the Local Planning Authority (LPA).
- 1.4 In line with the above requirements, the ultimate aim of this MMP is to deliver a significant gain for nature conservation in the marshes area adjacent to the development site which will both mitigate for the development proposals for the site (both in terms of flora and fauna) and additionally realise long-term biodiversity gains through the provision and retention of high quality habitats comprised within marshes.
- 1.5 As such, this document sets out the key mitigation and enhancement principles proposed, both during the construction and operational phases of the development, such that the London Borough of Bexley may be satisfied that the proposed development will not result in any significant adverse ecological impacts on the site, and lead to a net gain in biodiversity terms.
- 1.6 This MMP should be viewed as an initial framework, with iterative changes to be made, as required, in order to ensure a net biodiversity gain.
- 1.7 Formal reviews of the sites management will be undertaken within the first year of its implementation, subsequent to the undertaking of detailed ecological survey work within the marshes. Following this, at 3 yearly intervals thereafter the management plan will undergo a review, with input provided by a suitably qualified ecologist where required.

2. THE VISION

- 2.1 Whilst the purpose of the MMP is to ensure a net gain in ecological terms of the Crayford Marshes, the London Borough of Bexley and Roxhill are committed to the following vision statement:

'Crayford Marshes have long been known for holding significant nature conservation interest. However, over time, and with little appropriate management the marshes have not been able to reach their full potential. The production of the MMP is the starting point for a vision to ensure the long term security and sustainability of the marsh landscape through sensitive conservation management of the marsh complex, maintaining and managing an appropriate level of accessibility for recreation and increasing biodiversity overall, in line with relevant BAP and London Plan and Core Strategy policy.'

3. ECOLOGICAL BASELINE

- 3.1 Detailed site surveys will be undertaken in order to fully assess the size and condition of habitats present within the marshes. These habitats will be mapped and an inventory of species present produced. The findings of these surveys will provide the basis of the detailed management prescriptions to come forward in future revisions of the Management Plan.
- 3.2 The area of marshes for which this MMP has been produced is shown on Michael Sparks and Associates drawing: Marshes Land Boundary Plan, number 30777-PL-108.

Ecological Designation

- 3.3 Crayford Marshes Site of Metropolitan Importance (SMI) is situated to the immediate north of the development site. It is designated on account of it being one of the few remaining examples of grazing marsh in Greater London supporting a diverse flora, some species of which are nationally restricted in addition to a range of birds and invertebrate species. The citation of the Crayford Marshes SMI is summarised below, the citation documentation is presented at Appendix 1.
- 3.4 Habitats present within the marshes include:
- Marsh/Swamp;
 - Reedbed;
 - Saltmarsh;
 - Semi-improved grassland;
 - Wet ditches; and
 - Wet grassland.
- 3.5 The floral diversity present within these wetter habitats includes a number of nationally restricted species such as Brookweed *Samolus valerandi*, Marsh Arrow Grass *Triglochin palustre*, Sea Arrow Grass *Triglochin maritime*, Brackish Water-crowfoot *Ranaculus baudotii*, Marsh Dock *Rumex palustris* and Divided Sedge *Carex divisa*.
- 3.6 In addition the dryer grasslands contain further notable species such as Knotted Hedge-parsley *Torilis nodosa* and Corn Parsley *Petroselinum segetum*.
- 3.7 For clarity, in the absence of detailed and up-to-date survey information on the marshes themselves the broad habitats and species information forming the SMI designation are used as a basis for this management plan.
- 3.8 As further survey results, including results from monitoring as proposed in the Management Plan, are available they will be sent to Greenspace Information for Greater London (GIGL).

4. MANAGEMENT OBJECTIVES

- 4.1 The aims and objectives of the MMP are to fully safeguard the most valuable ecological features present within the marshes and to ensure that long term ecological enhancements are realised through the retention of existing habitats and long term management of the marshes habitats.
- 4.2 The management prescriptions as outlined in this MMP will also ensure that there will be no significant adverse impacts to protected and notable species which utilise the marshes.
- 4.3 Management issues need to be understood with strategies developed to prevent any such problems having a deleterious impact on the objectives of the management plan. A number of issues that require attention are:
- Fly tipping and other anti-social behaviours;
 - Site access/access improvement;
 - Boundary security;
 - Internal boundaries;
 - Alien species;
 - Grazing; and
 - Water levels.
- 4.4 The above is not considered an exhaustive list and following initial site visits and through ongoing site monitoring all issues will be identified. Strategies will be developed to combat them and detailed within future management plan reviews.
- 4.5 The following broad objectives have been identified:
- Objective 1: Maintain and enhance retained and newly created habitats within the marshes;
 - Objective 2: Maintain populations of protected species identified within the site at a favourable conservation status; and
 - Objective 3: Increase biodiversity by maximising opportunities for flora and fauna.
- 4.6 Following detailed condition assessments of the habitats within the marshes the MMP will be updated with specific actions aimed at delivering on these objectives. A brief outline of potential options for each are presented below.

Objective 1: Maintain and enhance retained and newly created habitats within the marshes

- 4.7 Strategies will be developed to maintain and enhance areas of greatest ecological value. The habitat types (as specified within the Crayford Marshes SMI citation) that are to be maintained and enhanced throughout the marshes as well as strategies for their management are detailed below:

Marsh/Swamp, Saltmarsh, Semi-improved and Wet Grassland

Site Access and Security

- 4.8 To ensure the marshes are protected from pollution or damage via flytipping or other activities (e.g. quad biking) by third parties the boundaries of which are to be made secure. This will involve installing or reinforcing barriers at vehicular access points to the marshes (most prominently at Rays Lamb Way and the neighbouring industrial estate). Furthermore pedestrian access to the marshes is to be maintained. The Marshes suffer from a range of anti-social behaviour, including unauthorised motor cycle scrambling, vandalism to fences, signs and extensive fly tipping. There are existing initiatives on Dartford and Rainham Marshes, and lessons learnt should be employed at Crayford Marshes. While wardening can be important for reducing or discouraging anti-social behaviour, this existing problem at Crayford Marshes requires a collective effort from the relevant bodies in consultation with Roxhill Developments to resolve the issue and this will be an important responsibility of the management company (see sections 5 and 6).

Grazing Regime

- 4.9 Grassland requires active management if it is to retain its ecological value. Generally, each year's growth of vegetation must be removed to prevent a build up of dead plant matter and tall, vigorous grasses and rushes becoming dominant. This process suppresses less vigorous species and has negative impacts on the habitats floristic diversity. Traditionally, this management is achieved by grazing. Cattle or Horses are suitable stock that are able to control tall grasses and rank vegetation. In addition grazing also produces a rather uneven, structurally diverse sward.
- 4.10 A suitable grazing regime will be developed with precise timing and intensity dependent on specific conditions and requirements.
- 4.11 The condition of stock fencing throughout the marshes is to be assessed to ensure it is secure and fit for purpose. In the event that there is any damage to the internal boundaries repair work or fence replacement will be undertaken.

Japanese Knotweed

- 4.12 Japanese Knotweed is a non-native invasive species listed on Schedule 9 of the Wildlife and Countryside Act 1981 (as amended). This species is known to be present within the marshes and is to be controlled.
- 4.13 A number of methods of control are available for this species, however they usually require a combination of manual control and chemical control to ensure complete removal.
- 4.14 Manual control refers to the physical removal of the rhizomes or stalks of this species. Digging can be undertaken through mechanical means whereby large areas are dug out to remove the majority of the rhizomes.

Where populations are small, such as is the case on site, this may be the best option. Care must be taken when using this approach as this method could result in the spread of rhizome fragments.

- 4.15 Cutting can be effective at eliminating Japanese Knotweed and studies have shown that the direct effect of cutting is to cause a significant reduction in rhizomatous reserves. This is effective at any time during the growing season prior to the onset of senescence. At least three cuts are needed in a growing season to offset rhizome production.
- 4.16 Chemical control involves the application of Glyphosate [N-(phosphonomethyl) glycine]. This is a non-systemic herbicide that is non-selective and which has a short residual life in the environment. Application of this herbicide is most effective in autumn when the plants are actively transferring energy for storage in the rhizomes. Chemical control does, however, require application of the chemicals over a number of months to be effective.
- 4.17 The best method, particularly where other more important or sensitive vegetation is present (as in the Marshes), is to cut Japanese Knotweed down to 15cm and pour Glyphosate directly into the hollow stems of the cut Knotweed.
- 4.18 All relevant precautions will be taken when carrying out actions that could potentially spread this species. In addition it should be noted that all soil and plant material containing Japanese Knotweed is regarded as controlled waste and is subject to various legal controls in terms of transporting and disposal off site. For example, it is usually a requirement that this waste be disposed of at licensed landfill sites which have a lined contained system. As such careful consideration will be given to the disposal of any parts of the species to ensure that the ground work operations avoid spreading the species and comply with legislation.
- 4.19 As part of the ongoing management of habitats present within the development area and wider site, regular checks will be undertaken to ensure that this species has not become established again, and appropriate action will be implemented should evidence of re-colonisation be recorded.

Wet Ditches and Reedbed

- 4.20 The ditch systems are known to hold the non-native alien plant species Parrot's Feather *Myriophyllum aquaticum*. This alien species can out compete native species and block drainage channels. A control program will form part of the MMP involving the monitoring of its spread and efforts to remove it from the marshes.
- 4.21 The existing situation on Crayford Marshes is that they typically dry out in the summer through lack of water and conversely are subject to flash flood inundation during the winter months. This drying out period during the summer is detrimental to the nature conservation interest in that it causes significant habitat degradation. The proposed development at Howbury Park will significantly improve this situation through the restriction of outflows from the development site for all events up to and

including the 1 in 100 year event (plus climate change) to a rate of five litres per second per hectare, with additional volumes of run-off generated by the development infiltrated into the underlying aquifer via a linear recharge trench located along the northern boundary. This will allow the release of stored run-off at a constant and controlled rate throughout the year, helping to ensure that the marshes do not dry out during the summer and are not subject to violent inundation over and above the existing situation during the winter. This will engender more stable conditions across the marshes as a whole, which will have real benefits for the habitats. This process will be subject to monitoring and periodic review to ensure that the rate of flow is appropriate.

- 4.22 Actions to stabilise the water levels within the marshes should not result in all areas becoming permanently wet and areas should be identified that should be allowed to become seasonally inundated with water. Following baseline surveys some ditches will need to be sensitively increased in depth and possibly cut on one side only where lack of management has infilled the ditch over time. Such works will be 'primed' by a capital budget provided by Roxhill to allow essential work to the Marshes to be carried out.

Objective 2: Maintain Population of Protected Species at a Favourable Conservation Status

- 4.23 The creation and retention of dedicated ecology habitats, in addition to the introduction of a management regime for these areas, will provide for a net enhancement in the quality of habitats present on site compared to the existing situation. This will be of benefit to key species / groups, including invertebrates, birds and Water Vole.

Invertebrates

- 4.24 As stated within the Crayford Marshes SMI citation, Invertebrate communities present within the ditches of the marshes are considered to be of importance. This habitat type has been specifically targeted for enhancement within the marshes by ensuring a more stable water level is maintained. By negating the harmful impacts caused by the fluctuating water levels the invertebrate interest onsite will be conserved.

Birds

- 4.25 Management of all habitats will be undertaken with due consideration for potential use by nesting birds. Any necessary management of vegetation will be undertaken outside of the main bird breeding season (March – July inclusive) wherever possible.
- 4.26 As stated above, actions to stabilise the water levels within the marshes should not seek to have all areas as permanently wet and areas should be identified that should be allowed to become seasonally inundated with water. Partial winter flooding accompanied with dryer areas will provide a feeding habitat for wintering birds.

Water Voles

- 4.27 If dredging or re-profiling of ditches is undertaken as part of Site management / maintenance initiatives, machinery will avoid operating within 2m of the banks and all spoil will be deposited outside of this zone (which is the most sensitive in relation to Water Voles).
- 4.28 Where the banks of a waterbody are to be re-profiled, the most up-to-date survey information should be consulted and where necessary further check surveys should be undertaken to ensure that Water Voles / their burrows will not be killed / injured / destroyed (as appropriate).
- 4.29 Wherever vegetation clearance is to take place consideration will be had to the possibility of isolating Water Voles and where necessary corridors of vegetated habitat linking waterbodies will be retained.

Objective 3: Increase Biodiversity by Maximising Opportunities for Flora and Fauna

- 4.30 The instigation of the various management regimes presented within this report provides a basis for the long-term enhancement of key habitats known to be of value within the marshes. The retention of these habitats in the long term will ensure continued and enhanced opportunities for all faunal groups designated as important within the site. The proposed surveys and condition assessments and subsequent reviews will be of particular importance to maintaining the favourable conservation of water voles, notable invertebrates and birds.
- 4.31 It is considered that by implementing a long term sensitive grazing strategy across the marshes the security of an increase of biodiversity and ecological value can be ensured.
- 4.32 By tackling issues related to alien non-native species as well as other identified impacts currently restricting the marshes ecological value this will maximise opportunities for flora and fauna within the marshes.

Management Constraints

- 4.33 Management cannot be undertaken which compromises the survival or success of the protected species. This will ensure conformity with relevant legislation relating to protected species.
- 4.34 All birds are legally protected from disturbance whilst actively nesting (generally March to July inclusive). Management of long grass/ruderal, scrub and trees should therefore be undertaken outside of the bird breeding season wherever possible (or otherwise be preceded by a check for nesting birds).
- 4.35 All reptiles are legally protected from injury and killing. As these species hibernate during the winter months (typically end October to March), any intrusive works to take place within suitable reptile habitat should be undertaken outside of this hibernation period.

5. MONITORING AND MANAGEMENT RESPONSIBILITIES

Personnel Responsible for Implementation of the Plan

- 5.1 Responsibility for implementation of this Management Plan, as well as for its continuation for 25 years, will be placed with a dedicated management company (see section 6) who will ensure that management undertaken at the site complies with the prescriptions as set out in this document.
- 5.2 This management company will be responsible for the completion of duties set out within the MMP. The establishment of the management company is to be secured through a legal agreement (see section 6).
- 5.3 Where required, Ecology Solutions or another suitably qualified ecologist, will be appointed to advise on any specific questions or queries in regards to any issues regarding ecology or nature conservation which may arise. Suitably qualified ecologists will also be appointed to oversee any required works as well as undertake monitoring surveys where required.

Three Yearly Project Register

- 5.4 Whilst minor iterations to the management regime will be instigated as required following annual monitoring of the site, it is proposed that a more formal review will be commenced every third year post-completion of the development.
- 5.5 This review will include consideration of continuing management activities, allowing areas of concern or of significant ecological change to be identified and addressed, in order to maximise the biodiversity value of the new and retained habitats within the marshes.
- 5.6 Any required amendments set out in forthcoming reviews of the Marshes Management Plan will be discussed and agreed with the local planning authority.

Monitoring and Remedial / Contingency Measures triggered by Monitoring

- 5.7 It is considered that the mitigation and enhancement measures as set out in this document will allow for long term ecological enhancements to be realised to the retained habitats within the marshes.
- 5.8 Moreover, it is proposed that a suite of ecological surveys will be undertaken (by a suitably qualified ecologist) to inform future revisions of the MMP.
- 5.9 Repeat surveys will seek to update the ecological baseline for the site, with results used to guide future management iterations within the MMP.
- 5.10 Annual monitoring checks shall be undertaken to highlight any site specific problems (such as disease or damage to flora or the presence of invasive species) or to identify problems associated with past

management regimes. Upon identification of such issues, suitable remedial works will be implemented.

- 5.11 It is considered that these checks need not be undertaken by a qualified ecologist and could instead be undertaken by the Management Body employed to undertake the duties prescribed elsewhere in the MMP.
- 5.12 It is noted that there may be occasions when felling or remedial measures (e.g. from a health and safety perspective) will be required in respect of trees. Where any features which could be used by roosting bats are to be subject to work (i.e. those trees which have been provisioned with bat boxes), pre-commencement checks should be made by an appropriately qualified ecologist.
- 5.13 Checks for nesting birds will also be necessary for any works undertaken within the main bird breeding season (March to July inclusive).

6. FRAMEWORK FOR DELIVERY OF MANAGEMENT PLAN

- 6.1 Responsibility for implementation of this Management Plan, as well as for its continuation for 25 years, will be placed with a dedicated management company who will ensure that management undertaken at the site complies with the prescriptions as set out in this document and future iterations
- 6.2 A Management Company or Trust will be formed which will be responsible for the delivery of the Management Plan. The Company or Trust would invite a nominated member of Bexley Council to act as Trustee or Director, together with invited members from the London Wildlife Trust, Buglife, RSPB and Stoneham Estate. In addition liaison with managers and wardens at Dartford and Rainham Marshes, and Crossness Nature Reserve, should be undertaken to glean knowledge and help establish ongoing priorities. The Management Company or Trust may invite other professionals to advise from time to time or to sit on the Management Company or Trust.
- 6.3 A sum of £1,450,000 (one million four hundred and fifty pounds) would be invested in the Company or Trust to ensure the funding of the Management Plan. The £1,450,000 is sufficient to employ a full time warden over twenty five years, but complete flexibility (in so far as it relates to the objective of this Management Plan), has been given to the Management Company/Trust to spend the £1,450,000 as it deems most appropriate in achieving the stated aims of the Marshes Management Plan.
- 6.4 The formation of the Company or Trust would be ensured by the legal terms of the Section 106 Agreement.
- 6.5 In addition to the sum of £1,450,000, Roxhill will carry out £200,000 (two hundred thousand pounds) of capital works to include:
 - Ditch works: Many of the ditches are in need of sensitive clearance to re-establish the hydrological connectivity of the ditch system. Following the grant of planning permission, Roxhill, through their ecological advisors, with the London Borough of Bexley will agree a detailed programme of works;
 - Signage: A programme of 'key signage' locations will identified with three interpretation boards proposed, produced and sited at strategic points with the Marsh;
 - Footpath/Fencing: Immediate footpath and fencing repairs will be made to those existing currently on site.
- 6.6 In addition to the capital sum offered, Roxhill, in recognition of the importance of initiating the Management Plan will provide a further £50,000 (fifty thousand pounds), to employ a warden for 18 months, so that the capital works in particular can be instigated
- 6.7 To enable any warden or reserve manager to function efficiently an office base will be provided within the proposed development site, to act as a base for the warden/reserve manager in the process of carrying out

his/her duties. A secure store will also be provided for accommodating tools and equipment.

7. THE PACKAGE OF FUNDING

- 7.1 In demonstrating Roxhill's commitment to the success of their Marshes Management Plan, Roxhill will secure the following within the 106 Legal Agreement:
- i. A fund of £1,450,000 (one million four hundred and fifty thousand pounds) to be spent on achieving the aims of their Management Plan;
 - ii. The implementation of a Drainage Strategy, which will provide for holding and releasing water at a given rate, to maintain water levels within the Marshes and avoid the current position of dry conditions during the summer and flash flood inundation during the winter.
 - iii. The Drainage scheme to maintain water levels in the Marshes will cost £800,000 (eight hundred thousand pounds) 'over and above' the costs of a normal drainage solution;
 - iv. The provision of £200,000 (two hundred thousand pounds) of capital works to be undertaken by Roxhill;
 - v. The funding of a warden/reserve manager for eighteen months to the value of £50,000 (fifty thousand pounds);
 - vi. To provide an office within the proposed development to serve as a base for the warden/reserve manager for twenty five years, subject to a warden being employed for the purpose of achieving the aims of this Marshes Management Plan. Estimated worth £300,000 (three hundred thousand pounds) over the twenty five year period.
- 7.2 Total commitment from Roxhill is £2,800,000 (two million, eight hundred thousand pounds).

8. SCHEDULE OF WORKS

Objective	Receptor	Management Prescription	Timing of Works	Commencement, Frequency and Duration of Works
1. MAINTAIN AND ENHANCE RETAINED AND CREATED HABITATS	<u>Marsh/Swamp, Saltmarsh, Semi-improved and Wet Grassland</u>	Site Access and Security	Barrier installation / reinforcement	Year 1
			Access point checks	Year 1, Monthly for the duration of the plan
		Grazing Regime	Spring to Autumn	Year 1, Annually for the duration of the plan
		Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.
	<u>Wet Ditches and Reedbed</u>	Channel management and re-profiling	Winter Period	Year 1 and as required thereafter
		Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.
2. MAINTAIN POPULATIONS OF PROTECTED SPECIES AT A FAVOURABLE CONSERVATION STATUS	<u>Birds</u>	Habitats to be managed with consideration to breeding / wintering birds	Conduct outside of the main bird breeding season (March-July) wherever possible.	As required
	<u>Water Vole</u>	Channel management and re-profiling	Winter Period	Year 1 and as required thereafter
		Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.

	<u>Invertebrates</u>	Channel management and re-profiling	Winter Period	Year 2-3 and as required thereafter
	-	Invasive plant removal.	Conduct outside of the main bird breeding season (March-July) wherever possible.	Year 2-3 and as required thereafter.
3. INCREASE BIODIVERSITY BY MAXIMISING OPPORTUNITIES FOR FLORA AND FAUNA		Ongoing condition assessment and monitoring of the marshes to ensure enhanced opportunities for key habitats and species	Twice annually or as required, see habitats above	Year 1, twice annually, for the duration of the plan

PLANS AND APPENDICES

PLANS

MICHAEL SPARKS & ASSOCIATES

Marshes Land Boundary Plan

Number 30777-PL-108



01
108

MARSHES LAND BOUNDARY PLAN

1:4000

NOTES:
 BASED ON GREAT BRITAIN ORDNANCE SURVEY
 BASED ON GREAT BRITAIN ORDNANCE SURVEY
 DRAWING REF: 1:4000 Rev. 1: PLN DATED JULY 2014
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KEY

- EXTENT OF MARSHES LAND
- PLANNING BOUNDARY



PLANNING			
NO.	DATE	BY	CHKD

MICHAEL SPARKS ASSOCIATES

ROXHILL

CONSULTING ENGINEERS
 11 RAIN PLAZA
 LONDON, E16 1JH
 TEL: 020 7462 1000
 WWW.MSPARKS.CO.UK

HOWBURY PARK - KENT

MARSHES LAND BOUNDARY PLAN

CLIENT:
ROXHILL DEVELOPMENTS LTD

DATE:	DATE:	DATE:
JUNE 2016	14008@A1	PF
SCALE:	SCALE:	SCALE:
PLANNING	DESIGN	SD

DRAWING NUMBER:
30777-PL-108

APPENDICES

APPENDIX 1

Crayford Marshes SMI Citation

Metropolitan

Site Reference:	M107
Site Name:	Crayford Marshes
Summary:	One of the few remaining areas of Thames grazing marsh in London, with ditches supporting a wealth of rare plants and animals, and a good range of breeding birds.
Grid ref:	TQ 533 774
Area (ha):	92.05
Borough(s):	Bexley
Habitat(s):	Marsh/swamp, Reed bed, Saltmarsh, Semi-improved neutral grassland, Wet ditches, Wet grassland
Access:	Access on public footpaths only
Ownership:	Private

Site Description:

One of the few remaining extensive examples of grazing marsh in Greater London, with some fringing saltmarsh habitat adjacent to that within the River Thames Metropolitan site. The flora of the ditch network, flooded pasture and saltings is diverse, and includes several local and nationally restricted species. These include brookweed (*Samolus valerandi*), marsh and sea arrow-grasses (*Triglochin palustre*, *T. maritima*), brackish water-crowfoot (*Ranunculus baudotii*), marsh dock (*Rumex palustris*) and the nationally scarce divided sedge (*Carex divisa*). Dry grassland on the sea-wall is also of interest, with further rare plants including knotted hedge-parsley (*Torilis nodosa*) and corn parsley (*Petroselinum segetum*).

The site's avifauna is equally important. Breeding birds include redshank, lapwing, yellow wagtail, skylark and corn bunting, while wintering species include many wildfowl and waders, short-eared owl and hen harrier, as well as large flocks of finches and thrushes. The aquatic invertebrate fauna of the ditches is also exceptional, and includes many nationally rare and scarce species. An important population of specially-protected water voles is present in the ditches. The site also includes several buildings of archaeological and historical interest.

The site is currently being considered by English Nature as a possible Site of Special Scientific Interest. The London LOOP follows the Thames and Darent Embankments along the northern and eastern edges of the marshes, while Moat Lane can be followed along the southern edge. Ray Lamb Way crosses the site and has a footway.

Site first notified:	19/09/1988	Boundary last changed:	30/11/2005
Citation last edited:	19/04/2007	Mayor Agreed:	25/11/2002
Defunct:	N		
Last Updated:	19/04/2007		

THE FOURTH SCHEDULE
OWNERS' COVENANTS WITH LBB –TRANSPORT MATTERS

The Owners and HPL hereby covenant with LBB so as to bind the Bexley Obligation Land as follows:

1. Transport Management Plan

- 1.1 To observe and comply with the provisions of the Transport Management Plan.
- 1.2 To prepare reviews of the Transport Management Plan after 1 year following Occupation and thereafter every 4 years (unless otherwise agreed by the Steering Group) and to submit such reviews to the Steering Group for approval within three months of the expiry of the aforesaid periods.
- 1.3 Each review of the Transport Management Plan prepared in accordance with paragraph 1.2 above shall include (but not be limited to) a full review of the following elements referred to in the Transport Management Plan:
 - 1.3.1 The 'Framework Travel Plan';
 - 1.3.2 Each 'Occupier Travel Plan' and/or a proforma for future occupants; and
 - 1.3.3 The 'Freight Management Plan'.
- 1.4 Without prejudice to the generality of paragraphs 1.1 to 1.3 above:
 - a) to pay the first annual payment of the Transport Management Plan Monitoring Contribution to LBB not less than three months prior to the anticipated date of the Occupation and not to cause or permit Occupation until the said contribution has been paid and thereafter to pay all subsequent payments of the Transport Management Plan Monitoring Contribution on the anniversary of such first payment.
 - b) to pay the first annual payment of the Travel Plan Fund to LBB not less than three months prior to the anticipated date of the first Occupation and thereafter to pay all subsequent payments of the Travel Plan Fund on the anniversary of such first payment.
 - c) to constitute the Steering Group prior to Commencement and thereafter to administer that group.
 - d) to employ a Transport Management Plan Manager prior to Commencement to oversee implementation of the Transport Management Plan (the scope of duties of which are set out the Transport Management Plan).
 - e) to provide the Councils with the name and contact details of the Transport Management Plan Manager in post from time to time.

- f) to fund the post of Transport Management Plan Manager for the lifetime of the Development unless otherwise agreed by the Steering Group and to use reasonable endeavours to minimise any periods during which the post is not filled if necessary by utilising consultants during any interregnum between post holders.
- g) to ensure that the Transport Management Plan Manager carries out the duties of the post (as may be reviewed from time to time) as set out in the Transport Management Plan which include:
- being the single point of contact across site
 - ensuring travel plans are completed and adhered to
 - maintaining public transport information
 - monitoring Junction 1A and 1B exceedances and use of prohibited roads
 - ensuring financial penalties are paid into a Transport Fund
 - regular liaison with businesses
 - promoting the use of intermodal area by occupiers of the site
 - supervising freight booking system(s)
 - supervising Shuttle Bus operation and charging
 - organising the Steering Group and 6 monthly monitoring reports to the Steering Group
 - reporting to the Steering Group on feasibility of mitigation/remedial measures as required
- h) to ensure that the Transport Management Plan Manager oversees implementation of the Transport Management Plan including compliance with the requirements of the Transport Management Plan.
- i) to obtain approval of the Vehicle Monitoring Scheme from LBB (in consultation with the Steering Group) and to install a Vehicle Monitoring System in accordance with the approved Vehicle Monitoring Scheme prior to Occupation and not to Occupy until the Vehicle Monitoring System has been installed and is operational in accordance with the approved Vehicle Monitoring Scheme.
- j) to inspect repair replace and maintain the equipment comprising the Vehicle Monitoring System to ensure that the equipment is in good working order at all times and to remedy any deficiency in the equipment as expeditiously as possible so as to minimise any period during which the Vehicle Monitoring System is not operational.
- k) to monitor and survey movement of vehicles as required by the Transport Management Plan and to report to the Steering Group every six months, or other intervals as agreed by the Steering Group, details of:
- i. the number of HGV movements:

- to and from the Intermodal Terminal and each Development Plot to J1A and J1B of the M25 between 07:00 and 10:00 and between 16:00 and 19:00;
- to and from the Intermodal Terminal and each Development Plot to Burnham Road at any time;
- to and from the Intermodal Terminal and each Development Plot to Perry Street at any time; and

ii. the number of LGVs going to or from the Intermodal Terminal and each Development Plot to Burnham Road at any time.

or such alternative routes as may be agreed by the Steering Group from time to time pursuant to a review of the Transport Management Plan.

- l) to comply with the HGV Monitoring and Management Protocol in respect of the breach of HGV thresholds set out in therein and specifically to comply with the enforcement mechanism identified in the Transport Management Plan including the payment of financial penalties.
- m) to comply with the measures in relation to the monitoring and management of LGV movements set out in the Transport Management Plan in respect of the use of Burnham Road by LGVs and HGVs at any time and specifically to comply with the enforcement mechanism identified in the Transport Management Plan including the payment of financial penalties.
- n) to fund any traffic management orders required as a result of the initial review of restrictions in surrounding areas required to be carried out under the provisions of the Transport Management Plan subject to a maximum sum payable of Seven Thousand Five Hundred Pounds (£7,500) payable to DBC.

1.5 In constituting the Steering Group in accordance with paragraph 1.4(c) above the Owner shall ensure that:

1.5.1 the Steering Group is chaired by the Transport Management Plan Manager (with no voting rights) and that the Steering Group comprises the following voting members (each member having one vote):

1.5.1.1 LBB

1.5.1.2 DBC

1.5.1.3 KCC

1.5.1.4 HE

1.5.1.5 HPL; and

representatives from Transport for London invited to attend (at their sole discretion) as non-voting members.

1.5.2 the Steering Group shall be responsible for:

1.5.2.1 Receiving monitoring information of vehicle movements;

1.5.2.2 Agreeing the "white list" for HGV/LGV exemptions;

1.5.2.3 Considering whether the implementation of mitigation measures are appropriate;

1.5.2.4 The effective management and use of any funds contained in the Transport Fund accrued as a result of the application of the HGV Monitoring and Management Protocol and paragraph 1.6 of this Schedule;

1.5.2.5 Considering of the frequency and routeing of the Shuttle Bus; and

1.5.2.6 Any other matters referred to the Steering Group within the remit of the Steering Group set out in the Transport Management Plan.

1.5.3 the Steering Group meets:

1.5.3.1 at 6 monthly intervals from the date of implementation of the Permissions (unless otherwise agreed);

1.5.3.2 within 15 days of a written request from any Steering Group member;

1.5.3.3 at such other times as may be agreed by the Steering Group; and

1.5.3.4 as requested by the Transport Management Plan Manager.

1.6 If the Vehicle Monitoring System fails to the extent that the information to be provided from the Vehicle Monitoring System as set out in the Transport Management Plan is not available for a period of three months then subject to paragraph 1.7 below a Vehicle Monitoring System Penalty shall be payable for each three month period or part thereof that the information remains unavailable due to the failure of the Vehicle Monitoring System.

1.7 No Vehicle Monitoring System Penalty shall be payable if:

1.7.1 pending the remedying of the failure of the Vehicle Monitoring System the information which would have been provided by the Vehicle Monitoring System is provided by other means; or

1.7.2 the failure of the Vehicle Monitoring System or a failure to repair the Vehicle Monitoring System within three months of its failure is due to factors outside the control of the Owners.

2. **Signage Strategy**

- 2.1 To fully implement the Signage Strategy prior to Occupation and not to Occupy until the Signage Strategy has been fully implemented save that no Occupation shall be in breach of this obligation if the Owner can demonstrate to the satisfaction of LBB that the failure to fully implement the Signage Strategy is as a result of HE not enabling access to the strategic road network to erect signs despite the Owner using reasonable endeavours to secure such access prior to Occupation.

3. **Shuttle Bus**

- 3.1 To submit to LBB a Shuttle Bus Strategy not less than three months prior to the anticipated date of the first Occupation and not to Occupy the Development until the Shuttle Bus Strategy has been approved by LBB (in consultation with the Steering Group).
- 3.2 To provide the Shuttle Bus Service for the use of employees of the Development in accordance with the approved Shuttle Bus Strategy from Occupation and thereafter for the lifetime of the Development unless otherwise agreed by the Steering Group.

Annex to Fourth Schedule

Transport Management Plan

HOWBURY PARK SRFI

TRANSPORT MANAGEMENT PLAN

PUBLIC

25 SEPTEMBER 2018

HOWBURY PARK SRFI
TRANSPORT MANAGEMENT PLAN
Roxhill Developments Limited

Type of document (version)
Public

Project no: 70002039
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QUALITY MANAGEMENT

ISSUE/REVISION	REVISION 4	REVISION 5	REVISION 6	REVISION 7	REVISION 8
Remarks	Steering Group role amended	Agreed with LBB	Agreed with KCC	Para 2.4.6 amended in agreement with KCC & HE	Amendments following Public Inquiry comments
Date	19/06/18	21/6/18	26/6/18	10/09/18	25/09/2018
Prepared by	Adam Coleman	Adam Coleman	Adam Coleman	Adam Coleman	Adam Coleman
Signature					
Checked by	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay
Signature					
Authorised by	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay	Neil Findlay
Signature					
Project number	70002039	70002039	70002039	70002039	70002039
Report number	Updated for appeal	Updated for appeal	Updated for appeal	Updated for appeal	Updated for appeal
File reference					

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1 INTRODUCTION

1.1 OVERVIEW

- 1.1.1 This Transport Management Plan (TMP) has been prepared in order to set out the various measures, controls and monitoring systems that will be in place at the Howbury Park Strategic Rail Freight Interchange (the Site) to manage vehicular movements.
- 1.1.2 The development comprises 183,187m² gross internal area of rail related warehousing with an intermodal interchange for the transfer of freight from rail to road transport. The Site location is shown on **Figure 1.1**. It should be noted that this TMP only provides summary detail on the development proposal. Full details on the development proposal, baseline conditions and the forecast impact of the proposal are set out in the Transport Assessment and supplementary reports.
- 1.1.3 The TMP is the overarching plan for the Site and comprises the following plans:
- Framework Travel Plan (FTP); and
 - Freight Management Plan (FMP).
- 1.1.4 These documents were initially prepared as separate documents however the local authorities requested that the two documents should be combined into a single TMP due to their close interaction.
- 1.1.5 This TMP document provides detail on the vehicle trip thresholds and other restrictions that will be in place at the site, along with detail on how these will be monitored and managed. In addition, the TMP provides detail on the financial penalties that will be in place in relation to non-compliance of the thresholds and restrictions, including how they will be monitored, managed and applied.

1.2 IMPLEMENTATION AND MANAGEMENT OF TMP

- 1.2.1 Roxhill is the Applicant and current developer for the Site. Once the Site is occupied it will be managed by a Howbury Park Management Company who will be responsible for the implementation of the TMP. Throughout the TMP, Roxhill and the Management Company will be jointly referred to as the Developer.
- 1.2.2 Section 2 sets out the constitution and management of the TMP whilst Sections 3 to 8 contain details of the employee Framework Travel Plan and Sections 9 to 18 the Freight Management Plan. Section 19 covers, at the request of the authorities, the estimated costs for administering the TMP which are in addition to the payments payable under the s106 obligations.

1.3 POLICY & GUIDANCE

- 1.3.1 This TMP has been written with reference to relevant national and local policy and guidance, including:
- National Planning Policy Framework
 - The London Plan
 - Bexley Local Implementation Plan 2014/15 to 2016/17

- Transport for London Travel Plan Guidance
- Strategic road network and the delivery of sustainable development (Circular 02/2013)
- National Policy Statement for National Networks
- Local Transport Plan for Kent
- Freight Action Plan for Kent
- LBB Core Strategy
- LBD Core Strategy
- London Freight Plan (TfL)
- Delivering a Road Freight Legacy (TfL)

1.4 AIR QUALITY

- 1.4.1 The goal of the TMP is to enhance the sustainability of the site, which will in turn reduce the impact that the development has on the surrounding and strategic transport network and maximise the environmental benefits of the scheme.
- 1.4.2 By design, when fully operational it is forecast that the proposed development will result in saving approximately 60 million HGV kms per annum as a direct result of the development proposal. The will provide regional air quality benefits.
- 1.4.3 At the local level, the measures and monitoring systems included within this TMP will help control and reduce the level of vehicular trips made to and from the site, and reduce emissions from vehicles and other local sources.
- 1.4.4 The following planning conditions have been agreed in relation to Air Quality:

“All Non-Road Mobile Machinery (NRMM) used for major developments of net power between 37kW and 560 kW will be required to meet Stage IIIA of EU Directive 97/68/EC for both NOx and PM. If Stage IIIA equipment is not available the requirement may be met using the following techniques:

- Reorganisation of NRMM fleet
- Replacing equipment (with new or second hand equipment which meets the policy)
- Retrofit abatement technologies
- Re-engining

All eligible NRMM should meet the policy above unless it can be demonstrated that the machinery is not available or that a comprehensive retrofit for both PM and NOx is not feasible. In this situation every effort should be made to use the least polluting equipment available including retrofitting technologies to reduce particulate emissions.

An inventory of all NRMM must be kept on site and all machinery should be regularly serviced and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment. This documentation should be made available to local authority officers as required. The site shall be registered on the NRMM register available at: <https://nrmm.london/user-nrmm/register>." and

"A Low Emission Strategy for the operations at the site and its associated road transport shall be submitted for approval in writing by the Local Planning Authority 12 months from implementation of this planning decision notice.

The Low Emission Strategy shall include, amongst other matters;

(i) An assessment of fleet emission specification (e.g. a commitment to current best practice towards Euro VI standards and the Major of London's Ultra Low Emission Zone). This should include all vehicles forming part of the operation and accessing the site.

(ii) An assessment of procurement policy (including planned vehicle replacement and suppliers of other goods and services)

(iii) Measures such as eco-driving (driver training and technological aids to eco-driving), and policies regarding vehicle idling.

(iv) An assessment of low emission vehicle technology and infrastructure (e.g. electric vehicle dedicated parking and charging, gas refuelling station etc.)

At the end of each calendar year an implementation plan shall be submitted for approval in writing by the Local Planning Authority, which shall be fully implemented in accordance with the details and measures so approved. The Low Emission Strategy shall take into account future changing standards and available technologies and be updated accordingly in agreement with the Local Planning Authority".

- 1.4.5 Through the Section 106 the developer will also provide funding to DBC for the purchase of suitable AQ monitoring hardware (to include maintenance costs for first 12 months), with additional contributions to also be provided should an AQMA declaration be required.

2 PLAN MANAGEMENT

2.1 INTRODUCTION

- 2.1.1 This Transport Management Plan will govern the site wide development and individual, occupier specific travel plans will be submitted and approved in due course. There will be an obligation (within leases or sales) for all occupiers to comply with the TMP.
- 2.1.2 A Transport Management Plan Manager (TMPM) will be employed by the Developer prior to any occupations to oversee the implementation and management of the TMP.
- 2.1.3 Two groups will be set up. The first will be an Occupier Forum for all the tenants operating at the Site and will be set up on first occupation. The second will be a Steering Group which will include the relevant authorities and the Developer and will first meet after the appointment of the TMPM but before first occupation. Further detail on these two groups is provided in Sections 2.4 and 2.5.

2.2 TMP & TMPM FUNDING

- 2.2.1 The TMP will be funded by the Developer as explained in Section 7. This will include a Travel Plan Fund of £25,000 per annum available to support the Action Plan set out in Section 7. Monies not used in the early part of the ten year period when occupations are less will roll forward for use in later years if needed, as directed by the Steering Group.
- 2.2.2 The TMPM will be funded for the life time of the development. This will be on a full time basis unless it is agreed by the Steering Group that the level of commitment can be reduced.

2.3 TRANSPORT MANAGEMENT PLAN MANAGER ROLE

- 2.3.1 The TMPM, on behalf of the Developer, will be responsible for delivering all the measures identified within this TMP. The duties of the TMPM are set out below:
- Lead the implementation and development of the TMP.
 - Ensure each occupier prepares and implement a Travel Plan in accordance with this FTP.
 - Have responsibility for raising awareness and uptake of sustainable transport.
 - Implement and promote schemes identified within the TMP which aim to reduce the use of the private car.
 - Organise and promote TMP related publicity and awareness events as identified within the TMP.
 - Act as the point of contact within the Site for employees, occupants, hauliers, drivers or anyone else visiting the Site requiring transport advice or information.
 - Gather information about how staff and visitors travel to the Site and report as required.
 - Conduct travel surveys to establish why people travel the way they do and what could be done to get them to change to sustainable transport.
 - Monitor the progress of the TMP towards the identified targets and to take action where appropriate to ensure the targets are met.
 - Liaise with occupants to secure support and funding for the TMP.
 - Set up and coordinate the Occupier Forum and any other relevant groups, such as a Bicycle User Group (BUG).

- Be the point of contact between the Howbury development and LBB, KCC, DBC, TfL and Highways England (HE) if necessary.
- Organise and attend the TMP Occupier Forum and Steering Group meetings and implement actions agreed there as necessary;
- Be responsible for keeping the TMP document up to date.
- Work to improve on site facilities for those who choose to come by sustainable transport, for example monitoring and, if required, increasing cycle storage.
- Keep up to date with issues and new initiatives that affect sustainable transport.
- Liaise with occupiers and report on their current and future train use.
- As part of the marketing push for the first phase of development, the TMPM will organise a stakeholder engagement event on site (or locally) to promote the Site and its rail facilities, not just to prospective occupiers but to the wider business community, co-ordinated with the LPAs, TfL, local Chambers of Commerce and trade associations (e.g. Freight Transport Association and the Rail Freight Group).
- Maintain regular dialogue with occupiers and the Intermodal Terminal operator, as well as representatives of the freight transport industry.
- Monitor HGV trip generation patterns.
- Ensure that the Intermodal Terminal operator and individual site operators are aware of the vehicle restrictions (and their individual allowance) and therefore have a suitable booking system in place to manage this.
- Ensure initiatives are implemented.

2.3.2 The Developer will be responsible for providing the TMPM with relevant contact details for occupiers prior to occupation.

2.4 STEERING GROUP

2.4.1 The Steering Group will include the relevant authorities who wish to either monitor or participate in the implementation of the TMP.

2.4.2 The Steering Group shall have voting member representatives from:

- LBB;
- DBC;
- KCC;
- HE; and
- The Developer.

2.4.3 The TMPM will also attend the Steering Group meetings and representatives from Transport for London will also be invited to attend meetings as non-voting members if they wish.

2.4.4 Also, from time to time, at the request of voting members, representatives from industry related organisations will be invited to attend.

- 2.4.5 All monitoring and reviews carried out under the provisions of this TMP will be reported to the Steering Group by the TMPM. The Steering Group will then meet every six months, unless varied by the Steering Group.
- 2.4.6 All decisions made by the Steering Group, except those specifically related to the HGV targets in Section 12, will be on the basis of a majority of all the voting members. As set out within the Section 106 Agreement, there will be a dispute resolution procedure in place should any member of the Steering Group disagree with the decision and wish to contest it. Any changes with respect to the HGV targets can only be made with the agreement of Highways England.

2.5 STEERING GROUP OBJECTIVES

- 2.5.1 The main objectives of the Steering Group will be as follows:
- Ensure that each occupier has implemented a Travel Plan;
 - Review the route and operation of the shuttle bus
 - Ensure that the review and monitoring regimes are being followed;
 - Agree criteria the exemptions for permissible HGVs & LGVs in Dartford town centre;
 - Be responsible for deciding how any funds collected from any fines payable under Section 16 and 17 of this TMP should be spent;
 - Receive and review all the reports provided by the TMPM including reports relating to monitoring HGV trip generation and staff and visitor travel surveys;
 - Consider any issues raised by the Occupier Forum
 - Agree any changes to the TMP or additional actions; and
 - Agree funding for actions under Section 7 of this TMP from the Travel Plan Fund where appropriate.

2.6 TMP OCCUPIER FORUM

- 2.6.1 There will be a number of occupants at the Site, each with their occupier Travel Plans and the TMPM will set up a TMP Occupier Forum to co-ordinate and assist in these Travel Plans. The TMPM will invite each occupier to the Occupier Forum.
- 2.6.2 The Occupier Forum will consist of at least one nominated representative from each occupier and the Intermodal Terminal operator. They will meet to discuss the implementation of the TMP, and specifically the production and observance of their individual travel plans, and to discuss sustainable travel options at the Site and how these can be improved and promoted. The Occupier Forum will report back to the Steering Group, along with any suggestions for sustainable travel initiatives.
- 2.6.3 The TMPM will organise regular meetings so that staff from the different organisations can meet to discuss, generate ideas, plan events and help towards the implementation of identified measures. Information from the Occupier Forum will then be relayed back to staff across the Site by the nominated representatives, through internal meetings, email updates, etc.
- 2.6.4 The TMPM would also make contact with local large companies and invite them to attend / join the Occupier Forum in order to consider any wider initiatives.

2.7 EMPLOYEE TRIP MONITORING

- 2.7.1 The FTP element of the TMP sets travel mode targets for employees of the site, with the aim of reducing the number of vehicle trips made to the site, especially single occupancy vehicle (SOV) trips (see Section 6).
- 2.7.2 The TMPM will procure the necessary survey work in order to understand whether the targets are being met and, if not, identify remedial measures.
- 2.7.3 The scope of the survey will be discussed and agreed by the Steering Group (i.e. whether iTRACE or TRICS compliant surveys will be undertaken). There will be an initial baseline survey completed on occupation of the first unit, and then repeated at years 1, 3 and 5 (unless the Steering Group agrees otherwise), with subsequent surveys subject to review. It should be noted that, unlike the FMP element, monitoring will not be continuous. However, the proposed level of monitoring is in line with standard Travel Plan monitoring practice and is therefore considered suitable.

2.8 HGV AND LGV TRIP MONITORING

- 2.8.1 A key element of the FMP element of the TMP will be the monitoring of HGV and LGV trips. A monitoring system using Automatic Number Plate Recognition (ANPR), or similar alternative technology, will be installed prior to first occupation of the site.
- 2.8.2 The monitoring system will record HGV movements between the individual sites and the following locations; Burnham Road (towards Dartford), Perry Street and the slip roads at M25 Junctions 1A and 1B. It will also record LGV movements between the individual sites and Burnham Road.
- 2.8.3 The monitoring will identify the following movements, where each site includes each development plot and the intermodal terminal:
- HGVs to and from each site travelling to J1A and J1B in the morning and evening peak hour periods
 - HGVs to and from each site travelling to Burnham Road at any time
 - HGVs to and from each site travelling to Perry Street at any time
 - LGVs to and from each site travelling to Burnham Road at any time.
- 2.8.4 The TMPM will monitor the HGV and LGV movements monthly to determine whether the volumes are within the agreed thresholds where prescribed or where HGVs are to be restricted or subject to review. The results will be reported monthly to the Steering Group. As detailed in Section 12.3 within this document, should the prescribed HGV thresholds be exceeded a financial penalty system and remediation programme will be implemented.
- 2.8.5 Similar LGV monitoring will also take place on Burnham Road only, using the same equipment as set up for the HGV monitoring. This will identify LGVs which use Burnham Road (and therefore are seeking access to Dartford town centre) and will be subject to a financial penalty.
- 2.8.6 The ANPR, or similar technology, is to be sufficiently flexible so as to accommodate the potential for traffic from other developments using M25 junctions 1A and 1B to be monitored under the same system.
- 2.8.7 The Developer will be responsible for all costs associated with the installation, maintenance, operation and data analysis of the monitoring system. At this stage the exact locations and operating system that will be employed has not been identified.

3 FRAMEWORK TRAVEL PLAN – AIM AND OBJECTIVES

3.1 INTRODUCTION

- 3.1.1 The overarching aim of the FTP is to deliver appropriate measures to encourage employees based at the Site to use healthier and more sustainable transport options, therefore reducing the reliance and demand for trips to be made to the Site by car, and particularly single occupancy vehicle (SOV) trips.
- 3.1.2 The FTP section of the TMP has been written with reference to the relevant local and national planning guidance. For the submission of the Application a TfL ATTrBuTE report was prepared, see **Appendix A**. The ATTrBuTE report demonstrated that the FTP was in accordance with TfL's relevant guidance on travel planning in London at that time. However, ATTrBuTE is no longer used by TfL and is to be replaced shortly and therefore the Howbury FTP will follow the relevant TfL guidance at the time of implementation.
- 3.1.3 The future occupiers of the Site are currently unknown and the FTP has been prepared so that elements are adaptable to individual occupiers and the process by which this will be achieved is clearly set out.

3.2 FTP STRUCTURE

- 3.2.1 Sections 4 to 8 of this TMP set out details on the FTP which future occupiers of the Site must use as a reference to develop bespoke implementation plans and monitoring frameworks for their Occupier Travel Plans. The FTP section identifies a number of measures for staff travel and illustrates how these should be deployed to assist in achieving the strategic objectives of the Site as well as potential future mode share targets.

3.3 FTP OBJECTIVES

- 3.3.1 As detailed within the following sections, the specific objectives of the FTP are to:
- 1) Support employees and visitors of the proposed development to be more sustainable;
 - 2) Facilitate and encourage employees and visitors to use sustainable transport options in preference to the use of single occupancy private (SOV) cars;
 - 3) Protect and enhance the environment in and around the site;
 - 4) Provide the opportunity for employees to live a healthy and sustainable lifestyle; and
 - 5) Promote the financial, health and environmental benefits associated with sustainable travel.
- 3.3.2 These objectives will be achieved through the introduction of a package of measures that focus on promoting travel to and from the Site by sustainable transport. The package of measures proposed will inform and encourage businesses, employees and their visitors to consider the lower carbon travel alternatives that are available for everyday trips.

4 FRAMEWORK TRAVEL PLAN - EXISTING CONDITIONS AND MODE SHARE

4.1 SUSTAINABLE TRANSPORT CONNECTIONS

Pedestrian and Cycle Network

- 4.1.1 The Site is located adjacent to the residential area of Slade Green. The residential areas of Erith and Northumberland Heath lie within 2km of the centre of the site. To the south and south-east, Dartford Town Centre and the residential area of Temple Hill are both located within 2km of the Site with the majority of the London Borough of Bexley and Dartford Borough lying within a 5km cycle ride.
- 4.1.2 **Figures 4.1 and 4.2** show the walking and cycling catchments for the Site and illustrate the location of existing residential communities in relation to the site, demonstrating that there is a range of facilities within 2km and 5km of the site.
- 4.1.3 Observations within the study area have identified that:
- There is an established network of good and well lit footways surrounding the Site forming a sophisticated and highly permeable network. This provides connectivity between the site, Slade Green railway station, local facilities and amenities and the surrounding residential communities;
 - Traffic speeds on the residential routes adjacent to the Site are generally low and therefore lend themselves to safe pedestrian and cycle movements;
 - Footways are provided on both sides of Thames Road (A206) and drop kerb crossings are provided at junctions;
 - Signal pedestrian crossings are provided at the Thames Road / Perry Street and Thames Road / Howbury Lane junctions and on Thames Road adjacent to Shearwood Crescent, Meadway Road and to the north of Crayford Way;
 - A signed, segregated cycle lane is provided along Thames Road;
 - A signed, mixed segregated off-road cycle route is provided, linking the Site to the centre of Dartford via Burnham Road, Lawson Road, Priory Road and Victoria Road; and
 - A continuous, well signposted cycle network exists, connecting the existing residential areas and centres of activity, including Bexley, Barnehurst, Crayford, Erith and North End.

Proposed Cycle Parking

- 4.1.4 LBB has adopted the London Plan cycle parking standards and therefore a total of 369 long-stay cycle parking spaces are proposed for the warehouse element of the scheme (1 space per 500sqm). The actual long-stay cycle parking provision will be considered on a phase by phase basis as part of the Reserved Matters submissions. A suitable level of parking will also be provided for the Intermodal Terminal.
- 4.1.5 LBB has determined that short-stay parking at a rate of 12% of the London Plan standard (1/1000sqm) will be acceptable and that the provision of parking should be linked to the Travel Plan monitoring and on a phase by phase basis.

Bus Services

- 4.1.6 The routes of existing bus services operating in the vicinity of the Site are shown on **Figure 4.3**. Slade Green railway station is within walking distance of the site. Bus services provided in the vicinity of Slade Green railway station comprise of the number 89, N89, 99 and 428 and these serve a number of regional and sub-regional destinations including Bexleyheath, Dartford, Bluewater, Erith and Woolwich.
- 4.1.7 The buses operate during the peak travel demand times for the Site which are likely to be 05:00-06:00, 14:00-15:00 and 22:00 – 23:00, based on a conventional three-shift working pattern. Table 4-1 sets out the service number, route and frequencies of the local bus services.

Table 4-1: Local Bus Services

SERVICE NUMBER	ROUTE DESCRIPTION	DAY	FREQUENCY (MINUTES)		
			05:00-07:00	13:00-15:00	21:00-23:00
89 / N89 (24 Hour Service)	Slade Green Station – Bexleyheath – Welling – Shooters Hill – Blackheath - Lewisham	Mon-Fri	10-15	9-10	
		Sat	15-19	10-12	20
		Sun	18-20	20	
99 (04:30 to 01:00)	Woolwich – Erith - Bexleyheath	Mon-Fri	13-20	12	
		Sat	15-20		15
		Sun	30	15	
428 (05:00-24:00)	Erith – Dartford - Bluewater	Mon-Fri		15	
		Sat	30		30
		Sun		30	

Source: Traveline

- 4.1.8 Table 4-1 demonstrates that the buses operate with a good level of frequency throughout the anticipated shift changeover periods. During the weekday peak periods (07:00-10:00 and 16:00-19:00), service 89 operates with a frequency of between 8-12 minutes, service 99 10-13 minutes and service 428 a 15 minute frequency.
- 4.1.9 In addition to the services identified in Table 4-1, there are a number of further onward bus services which provide connectivity to a wider catchment area. **Figure 4.3** illustrates these additional onward routes in the context of the site. The service number, route and peak and off-peak frequencies of these services are presented in Table 4-2.

Table 4-2: Further Bus Services (including Bluewater Transport Hub)

SERVICE NUMBER	ROUTE DESCRIPTION	DAY	FREQUENCY (MINUTES)		
			05:00-07:00	05:00-07:00	05:00-07:00
96 (04:30-00:30)	Bluewater – Dartford – Bexleyheath - Woolwich	Mon-Fri	15-20	8	
		Sat	20		15
		Sun	20-30	12-13	
492 (05:30-00:15)	Bluewater – Dartford – Bexley - Sidcup	Mon-Fri	30	25-30	
		Sat		30	60
		Sun	N/S		
Fastrack Route B (05:30-24:00)	Bluewater – Greenhithe – Temple Hill – Dartford	Mon-Fri	25-30	10	20
		Sat	N/S		
		Sun		20	30
Fastrack Route A (05:30-24:00)	Gravesend – Greenhithe – Bluewater – Dartford – Temple Hill	Mon-Fri	20	10	
		Sat	20-25		20
		Sun	N/S	20	

Source: Traveline

- 4.1.10 It should be noted that LBB have aspirations for a transit style bus service through the north of Bexley and study work has commenced with TfL and Royal Borough of Greenwich on a rapid transit bus scheme to link Woolwich with Dartford Fastrack. Funding for a feasibility study for the service is on LBB's CIL 123 list and therefore the Development would contribute towards any feasibility work through its CIL contribution.

Train Services

- 4.1.11 Slade Green rail station is approximately a 600m walk distance (equivalent to approximately 8 minute walk) from the first development plot on the site. The station is reached by walking west along Moat Lane, which forms the northern boundary of the site, then north along Forest Road to the station entrance.
- 4.1.12 Services operating out of Slade Green rail station are provided by South East Trains and enable connections to London Cannon Street and Dartford. The interchanges at these destinations provide access to wider, regional, national and international destinations.

- 4.1.13 The mainline between London Cannon Street and Dartford provides a regular service from Slade Green rail station to Greenwich and London Bridge. **Table 4-3** presents the destinations, approximate peak frequencies and journey times for direct services from Slade Green rail station.

Table 4-3: Key Destinations served from Slade Green Station

STATION	DESTINATION	APPROXIMATE JOURNEY TIME (MINUTES)	DAY	FREQUENCY (MINUTES)		
				05:00-07:00	05:00-07:00	05:00-07:00
Slade Green	London Cannon Street	45	Mon-Fri	15-30	10	20
			Sat	30		
			Sun	N/S	30	30
	Dartford	2	Mon-Fri	20-30		
			Sat	30	30	30
			Sun	N/S		
	Barnehurst	10	Mon-Fri	20-30	10-20	
			Sat	30		30
			Sun	N/S	30	
	Greenwich	27	Mon-Fri	15-30	10-15	10-20
			Sat	30	10	
			Sun	N/S	13-17	13-17
Woolwich Arsenal	14	Mon-Fri	15-30	10-15	10-20	
		Sat	30	10		
		Sun	N/S	13-17	13-17	

Source: National Rail Enquiries

- 4.1.14 The Site has good rail provision, with frequent rail services to main local and regional destinations within walking distance of the majority of the site.
- 4.1.15 The Site is therefore excellently positioned in terms of utilising the existing good level of public transport provision and on this basis, it is anticipated that a significant proportion of journeys to and from the Site would be undertaken by public transport.

4.2 MODE SHARE

4.2.1 Table 4-4 provides a summary of the travel to work mode share based on the journey to work data from the 2011 Census for the Bexley 008 Middle Super Output Area (MSOA). This only forms an initial forecast on modal share, with the true proportions to be determined through the initial staff surveys.

Table 4-4: Mode Share

USER TYPE	MODE SHARE
Underground, metro, light rail or tram	0.70%
Train	5.90%
Bus, minibus or coach	6.70%
Taxi	0.50%
Motorcycle, scooter or moped	1.20%
Driving a car or van	72.10%
Passenger in a car or van	4.50%
Bicycle	2.90%
On foot	5.50%
Other method of travel to work	0.70%

5 FRAMEWORK TRAVEL PLAN - PACKAGE OF MEASURES

5.1 INTRODUCTION

- 5.1.1 A wide range of travel plan measures will be introduced to support the aims and objectives of the FTP, as outlined within this Section. Whilst some measures are 'physical' in nature (shuttle bus service, lockers, cycle parking, etc.), others are more orientated towards the management and marketing of the FTP.
- 5.1.2 A combination of both approaches will help towards achieving the target modal split for staff journeys to and from the Site and ultimately offer future staff and visitors a choice of sustainable travel options. These targets are set in **Section 6**.
- 5.1.3 This Section outlines a selection of measures that will be implemented to help ensure that a variety of suitable and easily accessible and attractive alternatives to single-occupancy car use are available to staff and visitors. With the measures in place, the proposed development will contribute towards national and local policy objectives.
- 5.1.4 Whilst every effort has been made to include measures suitable for the site, type and location of the development, the initiatives provided are by no means exhaustive. Occupier Travel Plans are expected to evolve in response to new travel and transport issues that may arise.

5.2 PROMOTION AND MARKETING OF INFORMATION

- 5.2.1 The TMPM or occupier travel plan co-ordinators will ensure that the sustainable travel opportunities to and from the Site are communicated to staff at the Site, ideally prior to the employees commencing work at the site, with travel information being provided at the recruitment stage. This will promote sustainable travel opportunities and encourage their use before travel habits are formed.

Sustainable Travel Welcome Packs

- 5.2.2 When staff receive their letter confirming employment, they will also receive a sustainable travel welcome pack which will introduce them to their employer's Travel Plan and include information on local bus and rail timetables, cycle routes and car sharing opportunities.

Digital Updates

- 5.2.3 Email, social media platforms and the latest technology will be used to remind staff of the sustainable travel opportunities available to them, especially in respect of car sharing and public transport opportunities, in addition to raising awareness of upcoming travel surveys. TfL's journey planner will be recommended to staff to check real time bus and train information.
- 5.2.4 Staff will be able to use pre-prepared 'How To Find Us' information provided by the TMPM or occupier travel plan co-ordinators to inform visitors. This will provide visitors with sustainable travel information to help them plan their journeys to the site.

Sustainable Travel Notice Boards

- 5.2.5 Notice boards will be supplied in areas of high footfall, such as reception, communal areas, the entrance to the Site and main pedestrian routes. Larger copies of the information from the sustainable travel welcome pack will be displayed and updated when necessary.

Public Transport Information

- 5.2.6 Staff will be provided with timetable, route and fare information for local bus and rail services to ensure they are able to consider this mode of travel for journeys to and from work. This will highlight the good connectivity with Slade Green Station and the bus services at the station. This information will be distributed within the sustainable travel welcome pack and on sustainable travel media and notice boards.

Events

- 5.2.7 Any current local or national sustainable travel events will be promoted via email and social media platforms and, on occasions, events such as 'walk to work week' a free breakfast event, for example, may be held.

5.3 PUBLIC TRANSPORT ENHANCEMENT: SHUTTLE BUS SERVICE

- 5.3.1 As detailed within the Transport Assessment, for the previously consented scheme (2006) it was proposed to extend the 89 bus service into the north of the Site with extensions linked to the peak site periods.
- 5.3.2 However, during the pre-application process for the current application TfL indicated that they did not necessarily consider that a partial extension of the 89 service into the Site would be the most efficient use of the scheduled bus service. The primary reason is that they prefer to have routes which do not change throughout their operational period. At the same time it is difficult to extend the service into the Site so that it provides convenient stops for all the potential employees.
- 5.3.3 Given the reluctance to extend the 89 into the Site a number of other potential options were reviewed.
- 5.3.4 Arriva operate buses into Dartford station and KCC suggested that Arriva may wish to extend their services through the Site to Slade Green. At present they have not indicated that they would wish to operate such a service on first occupation. However, at some stage Arriva may consider that a viable service can be provided through the site. In these circumstances, the Developer would welcome such a service.
- 5.3.5 Instead of a scheduled service between Dartford and Slade Green stations, the potential for a shuttle bus between the two stations has been considered. It was concluded that the length of the route prevents the provision of an efficient fixed service and therefore would not provide a convenient or attractive service for future employees to use.
- 5.3.6 Similarly, two separate buses between the two stations were considered as an option. The forecast of employee numbers would indicate that there could be a demand for such services but without being able to survey future staff it is not possible to accurately confirm the use of such services.
- 5.3.7 A single shuttle bus between the Site and Slade Green Station was considered as the principal and most appropriate option. This bus could stop at various points around the Site to be agreed in consultation with the Steering Group. This would offer future employees the opportunity to utilise sustainable transport opportunities between the Site and the station and also connect to the high frequency bus routes that serve Slade Green Station (Services 89, 99 and 428).
- 5.3.8 As an alternative to the single shuttle bus to Slade Green station it was considered that this could possibly be extended to the adjoining residential area if there was demand for such a service.

- 5.3.9 Having considered all the options it was concluded that a bespoke demand based shuttle service is the optimum provision, particularly in the early years. This service would initially consist of one shuttle bus fully funded by the Developer for the first five years, operating throughout the day. This will maximise the ability of employees to access the Site by public transport, ensuring that there is a connection with the existing bus and rail services as well as other local employees. In addition, it will be able to reflect the peak employee demands, including the early morning and late evening shifts.
- 5.3.10 After the fully funded five year period, the bus will continue to operate for the lifetime of the development and be funded by a combination of collected fares, employee subsidies and the Developer through management charges, unless a bus operator provides a scheduled service.
- 5.3.11 To implement the bespoke service it is proposed that likely staff travel choices are recorded during recruitment and that a full staff travel survey is conducted following occupation of each unit and the Intermodal Terminal in order to:
- Accurately understand where employees are travelling to / from;
 - Assess whether there should be a pick-up point at the local train stations;
 - Assess whether there would be demand for the service from the local residential areas; and
 - Assess the demand for the service throughout the day.
- 5.3.12 From the results of these surveys it would then be possible to devise a shuttle bus strategy that would aim to maximise the number of employees served and ensure efficient routes to reduce unnecessary single occupancy car trips to the Site. Annual staff surveys as part of the travel plan package would be conducted to accommodate new employees and a phased occupation of the Site. The monitoring of this service would all be undertaken by the TPM and reported to the Steering Group.
- 5.3.13 However, in advance of any confirmed employee travel data it is considered that a demand responsive service based on a nominal route between Dartford station and Slade Green station should form the basis of promoting the initial bus strategy, with the route of this service illustrated on **Figure 5.1**. The shuttle bus service will provide access to the most popular locally available public transport services such as Slade Green railway station and the numerous bus services that operate at the station and / or Dartford station. This will therefore enhance the opportunities available for using the local rail and bus services and will contribute towards a reduction in single occupancy vehicle trips and reduce the demand on the local highway network.
- 5.3.14 This service could serve a station every 15 minutes but in practice would be targeted to the specific shift changes of the occupiers. The actual frequency and capacity of this service will be dependent upon the registered demand by the occupiers and reviewed by the Steering Group. It will be funded by the Developer for 5 years unless replaced by a bus service through the site within that period (see paragraph 5.3.15 below).
- 5.3.15 The charging mechanism for the shuttle bus will be designed to enable the shuttle bus to be self-supporting by a combination of staff charges and individual occupier subsidies. Alternatively, as the route between stations through the Site is quicker than on the existing road, a bus operator may be prepared to commercially run a service through the site, in which case any obligation by the Developer will cease.

5.4 MEASURES TO PROMOTE WALKING AND CYCLING

- 5.4.1 It will be important to promote walking and cycling to both staff and visitors. Measures to promote these will include:
- Provision of pedestrian and cycle route maps via welcome packs and notice boards.
 - Staff showers and lockers for every member of staff to use at the development, thereby allowing items to be left securely and will allow staff to consider walking, cycling or using public transport without needing to transport items on a daily basis, or to change clothing.
- 5.4.2 The possible provision of cycling proficiency classes will be investigated for any staff interested in cycling but who may first wish to increase their confidence in cycling through attendance at training lessons.
- 5.4.3 Cycle stands will be provided in accessible locations close to the entrance of each unit.
- 5.4.4 As previously detailed, a total of 391 cycle spaces will initially be provided on the site, with this possibly increasing based on demand (as monitored by the TMPM).

5.5 MEASURES TO PROMOTE EFFICIENT CAR USE

Car Share Databases

- 5.5.1 To ensure the most efficient use of cars that do travel to and from the site, staff will be encouraged to car share wherever possible. This will help to reduce the overall number of car journeys being made in the first instance, whilst encouraging a pattern of more efficient car use amongst staff. In light of the high probability of shift working at this site, the promotion of car sharing is considered an important measure.
- 5.5.2 The TMPM will ensure that staff are aware of car sharing opportunities so that they can consider the viability of this option, this will include actively promoting 'kentjourneyshare' which is endorsed by KCC. The Developer should contact KCC and add Howbury Park as an employer to 'Kent Journey Share'.
- 5.5.3 The TMPM will also research other car sharing schemes in the area, such as those promoted by LBB and, if relevant, promote them.
- 5.5.4 The TMPM will be responsible for promoting the car sharing opportunities.
- 5.5.5 Each unit at the Site will provide exclusive reserved car share spaces to encourage employees to travel to work sustainably. In addition to this, 20% of the overall car parking spaces will be equipped with electrical charging points to ensure staff that choose to travel sustainably are able to recharge electrical vehicles and an additional 20% of passive provision for electric vehicles in the future. The use of the charging points will be monitored by the TMPM and use recorded through the staff travel surveys. This will identify whether the additional passive spaces, which will have ducting in place ready for conversion, are required.
- 5.5.6 To boost interest further, the TMPM will arrange lunchtime events at the Site to promote the 'Kent Journey Share' scheme and any other available databases. These events will also include competitions and giveaways to attract staff to attend them, further boosting the potential to establish car share matches.

Car Share Promotional Events

- 5.5.7 To boost interest further, the TMPM will arrange lunchtime events at the Site to promote the 'Kent Journey Share' scheme. These events will also include competitions and giveaways to attract staff to attend them, further boosting the potential to establish car share matches.

Guaranteed Ride Home Service

- 5.5.8 One reason frequently given by people unwilling to car share is a concern over being stranded at the workplace if the car share relationship breaks down on a given day for any reason, e.g. if the car share partner has to leave early on a given day due to an unplanned event.
- 5.5.9 To provide reassurance on this issue, occupiers will be required to establish a 'guaranteed ride home' policy for all registered car sharers. In cases of an emergency where a car sharer is left unable to get home, the occupiers will cover the reasonable cost of their journey home by taxi or public transport as appropriate. Costs to businesses are anecdotally very small.

5.6 PROVISION OF INFORMATION TO VISITORS

- 5.6.1 While this travel plan focuses on staff travel, it also recognises the need to encourage visitors to the Site to consider the use of sustainable travel modes when making their journey.
- 5.6.2 A measure to disseminate sustainable travel information to visitors is by sending an email. The TMPM or occupier travel plan co-ordinators will provide a template email for company intranets, which can be easily copied and pasted into meeting invites when contacting visitors in advance of meetings (providing hyperlinks to existing public transport information portals e.g. journeyplanner.tfl.gov.uk and National Traveline).

5.7 AREA-WIDE OPPORTUNITIES

- 5.7.1 The TMPM will seek to establish close working links with other nearby site owners and occupiers to resolve any common travel issues affecting both, and to explore potential efficiencies and economies of scale in the joint delivery of travel plan measures. This will provide the possibility for expanding and improving some of the measures proposed as part of the Howbury Park Travel Plan, such as a larger pool of members within the car-share database.

5.8 SUMMARY

- 5.8.1 The measures stated in this Section should achieve the aims and objectives described in Section 3, through encouraging the use of sustainable transport means to travel to the site. Measures are focussed on the promotion of good existing public transport services, car sharing, and the possibilities for accessing the Site by bike or on foot.

6 FRAMEWORK TRAVEL PLAN – TARGETS

6.1 TRAVEL PLAN TARGETS

6.1.1 To help guide the progress of this FTP several targets have been adopted that will be reviewed by the TMPM on an annual basis. These targets relate to both delivering *outputs* and achieving *outcomes*.

- **Output targets:** relate to the implementation of the travel plan. They help to ensure everything remains on course with the delivery of the different measures.
- **Outcome targets:** relate to the effect of implementing the travel planning measures.

6.2 OUTPUT TARGETS

6.2.1 The output targets provided within Table 6-1 will be adopted. Provided below is a reminder of the FTP objectives:

- 1) Support the proposed development to be more sustainable;
- 2) Facilitate and encourage greater use of sustainable transport options in preference to the use of single occupancy private cars;
- 3) Protect and enhance the environment in and around the site;
- 4) Provide the opportunity for employees to live a healthy and sustainable lifestyle; and
- 5) Promote the financial, health and environmental benefits associated with sustainable travel.

Table 6-1: FTP Targets

Output Target	FTP Objective Addressed	Responsibility	Timescale
Appoint and fund a TMPM for the life of the development	1, 2, 3, 4, 5	Developer	Prior to first occupation of Development
Undertake a baseline staff travel survey at the Site.	1, 2, 3, 4, 5	Developer through TMPM	As part of recruitment and within three months of first occupation
Preparation of sustainable travel welcome packs	1, 2, 3, 4, 5	Developer through TMPM	Prior to first occupation of Development
Distribute all travel information and promotional materials to 100% of staff	1, 2, 3, 4, 5	Developer through TMPM	As part of recruitment and on occupation (or prior to, where possible)
Promotion of car sharing databases	1, 2, 3, 4, 5	Developer through TMPM	On occupation (or prior to, where possible)

6.3 OUTCOME TARGETS

- 6.3.1 The measures proposed in the FTP aim to establish sustainable travel behaviour in employees at the Development from first occupation. Outcome targets facilitate a quantitative method of monitoring this.
- 6.3.2 In the Mayor's Transport Strategy (shown in Section 5.24, paragraph 629) *'more than 400 organisations collectively employing in excess of 450,000 staff now have TfL supported travel plans in place. An average 13 per cent reduction in the number of car journey trips to work has been recorded from those that have undertaken post implementation monitoring.'*
- 6.3.3 This FTP has been written in accordance with TfL's 'ATTRIBUTE' guidance and will be updated in line with guidance at the time of implementation. It is proposed the target reduction of car journey trips is similar to the average identified in the Mayor's Transport Strategy. It is therefore proposed to set a target that the base car driver mode share of 72% (Table 4-4) is reduced to 59%.
- 6.3.4 The target of 59% will be maintained until the monitoring shows that the 59% target has been achieved. In these circumstances it can be concluded that the FTP has been a success, as the aspirational TfL target has been reached. However, in these circumstances the Steering Group may wish to consider another aspirational target and encourage the occupiers to continue with appropriate measures if it wishes, funded through the Transport Management Fund. If the target of 59% is not met then a period of further monitoring will be required and possible measures should be reviewed by the Steering Group.
- 6.3.5 **Section 7** summarises the Action Plan for implementation including the objectives of the travel plan, targets, measures and timescales for implementation of the measures.

7 FRAMEWORK TRAVEL PLAN – ACTION PLAN, MONITORING AND REVIEW

7.1.1 Table 7-1 sets out the Action Plan.

Table 7-1: FTP Action Plan

Travel Plan Action	Target	Travel Plan Measure	Timescale	Responsibility
Raising Staff Awareness of Sustainable Travel Options	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport. Addresses FTP Objective: 1, 2, 3, 4, 5	Sustainable travel welcome packs for both new and existing staff	Prepare prior to occupation of each unit with updates as necessary	Developer through TPM
		Sustainable travel event(s)	After first occupation	Developer through TPM
		Sustainable travel notice boards in key locations	On occupation and updates as necessary	Each occupier
		Shuttle bus	On occupation	Developer through TPM
Promoting Efficient Car Use	To decrease the number of car trips by a similar percentage to that seen in the Mayor's Transport Strategy Addresses FTP Objective: 1, 2, 3, 4, 5	Car Share database to be set up and car share spaces to be promoted to staff and allocated car share spaces provided	Database set up following initial staff survey and then promoted every three months	Developer through TPM
		Car Share promotional event to be held	After first occupation and once a year during Liftshare week	Developer through TPM
		Guaranteed ride home service for registered car-sharers	Set up on each occupation	Each occupier (TPM to support set up)

Promoting Public Transport Use	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport.	Public transport information to staff through welcome packs	Prepare prior to each occupation with updates as necessary	Each occupier (TMPM to support set up)
	Addresses FTP Objective: 1, 2, 3, 4, 5	Annual travel pass purchase scheme	Beginning of year from occupation	Each occupier
		Discussions between operators and Steering Group	Steering Group Meetings	Developer through TMPM
Promoting Cycling and Walking	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport.	Walking and cycling route maps issued to staff	Prepare prior to each occupation with updates as necessary	Each occupier (TMPM to support set up)
	Addresses FTP Objective: 1, 2, 3, 4, 5			
Joint Working with site-occupiers / local large employers	To increase the mode share of sustainable travel options assuming a relationship between the reduction of car usage and a resultant increase of sustainable transport.	TMPM to seek close working relationship with site occupants and other local large employers. Possible joint working with other local employers (towards a potential area-wide Travel Plan)	Contact with external companies would be made prior to occupation. Occupier Forum would be set up on first occupation with regular meetings then arranged.	Developer through TMPM
	Addresses FTP Objective: 1, 2, 3, 4, 5	Occupier Forum to be set up.		

7.2 MONITORING

- 7.2.1 Monitoring of the targets within this FTP, which will be the responsibility of the TMPM acting on behalf of the Developer, will be undertaken at years 1, 3 and 5 following the initial baseline survey

to ensure progress on meeting the mode share target is being achieved unless otherwise agreed by the Steering Group. The scope of the survey will be discussed and agreed with the Steering Group (i.e. whether iTRACE or TRICS compliant surveys will be undertaken). Subsequent surveys may be required depending on the progress of the FTP.

- 7.2.2 Annual staff travel surveys will be undertaken to provide a regular snapshot of staff commuting patterns. This information will be central to establishing how effective the measures have been in meeting the objectives set in this FTP.
- 7.2.3 Where targets are being reached considerably ahead of the horizon year (five years following the baseline survey), more ambitious targets may be established to ensure the FTP retains momentum in furthering sustainable travel patterns. Where targets are not being reached, additional measures will be agreed by the Steering Group and introduced by the TMPM, as detailed in 7.3 below.
- 7.2.4 Monitoring reports will be provided to the Steering Group by the TMPM who will review the FTP annually following analysis of staff travel patterns. This is to allow sufficient time for the measures to be implemented and take effect, while also providing an opportunity for measures to be evaluated fully and a fresh approach to the travel plan to be adopted if required.
- 7.2.5 A wholesale review of the FTP will happen at the end of the five year period in order to determine the nature of the FTP for the subsequent 5 years.

7.3 REVIEW AND REMEDIAL ACTION PLAN

- 7.3.1 If at the end of each monitoring period there has not been an improvement on the previously recorded car driver mode share then the series of remedial actions in Table 7-2 are proposed.

Table 7-2: Remedial Actions

Order of Actions	Action
1	Identification and notification of failure to meet mode share target.
2	Steering Group to discuss way forward.
3	Meeting with tenants to agree mutually convenient and voluntary measures.
4	Review the use and operation of the shuttle bus service to identify possible enhancement.
5	Provide a minimum of 20% discount or subsidy on the cost of bicycle equipment.
	Provide interest free loans for purchase of bicycles.
	Provide a minimum of 20% subsidy on motorcycle training courses.
6	Provide bus and rail season ticket loans at preferential interest or zero interest rate.
	Purchase site Pool Cars to hire for business travel or form partnership with a local Car Club.

- 7.3.2 The Steering Group will have a Travel Plan Fund of £25,000 per annum for the period of ten years from first occupation to apply to any of the above measures or other measures it feels will assist in achieving more sustainable travel.
- 7.3.3 Monies not used in the early part of the ten year period, when occupations are less, will accrue and roll forward for use in later years if needed, as directed by the Steering Group. After 10 years all unspent funds will be continue to be available to the Steering Group for further expenditure.

8 FRAMEWORK TRAVEL PLAN – SUMMARY

- 8.1.1 This Framework Travel Plan (FTP) has been prepared by WSP in support of the planning application to provide a Strategic Rail Freight Interchange on approximately 60 hectares of land at Howbury, Bexley by Roxhill Developments Limited.
- 8.1.2 The FTP presents the objectives and strategy for the delivery of measures to promote sustainable travel patterns. An assessment of the Site has provided evidence about the potential non-car transport options that will be available and viable for future workers and visitors to consider.
- 8.1.3 The measures in this FTP are focused primarily on raising awareness of the public transport options available, the ability to access the Site on foot and by bike, and the promotion of car sharing opportunities.
- 8.1.4 Progress of the FTP will be monitored and reviewed against the targets set at years 1, 3 and 5 and subsequent years if deemed necessary. A Travel Plan Fund will be available to the Steering Group to support measures to assist in achieving mode share targets.
- 8.1.5 As discussed in Section 5, a bespoke demand based shuttle bus service will be promoted by the Developer between the Site and the local residential areas and the Slade Green and Dartford railway stations. This would commence following a travel survey of staff prior to their employment commencing, to be able to ascertain the demand for the service and routing requirements. The frequency and capacity of this service will be dependent upon the registered demand by the occupiers and will initially be funded by the Developer, with the continued operation of the service being funded by appropriate charges to occupiers and users.
- 8.1.6 It is most likely that the shuttle bus service will provide access between the Site and the Slade Green and Dartford railway stations and the numerous bus services that operate via the stations, therefore enhancing the opportunities available for using the local rail and bus services. This will contribute towards a reduction in single occupancy vehicle trips and reduce the demand on the local highway network.
- 8.1.7 The management of the FTP measures should be combined with the FMP and a summary of the combined measures and delivery is provided at the end of this document.

9 FREIGHT MANAGEMENT PLAN – INTRODUCTION AND OBJECTIVES

9.1 INTRODUCTION

- 9.1.1 The Freight Management Plan (FMP) will monitor the freight use of the Site by rail and road. For rail use it will seek to ensure that occupiers are identifying and planning to use rail wherever possible. For road use it will outline suitable aims and objectives before identifying measures to monitor, minimise and, if necessary, control the impact of road freight on the surrounding highway network. There will be an implementation and monitoring strategy for the identified measures.
- 9.1.2 This FMP covers all goods vehicles, namely light goods vehicles (LGVs) and Heavy Goods Vehicles (HGVs) accessing the loading bays of the warehouse units or the Intermodal Terminal. Where LGVs are all goods vehicles with a maximum gross weight of 3.5 tonnes and HGVs are all vehicles with a gross weight in excess of 3.5 tonnes.

9.2 AIM

- 9.2.1 The definition of 'sustainable freight distribution' is outlined in the London Freight Plan as "*the balanced management and control of the economic, social and environmental issues affecting freight transport*".
- 9.2.2 The aim of this FMP is to identify, manage and monitor the challenges associated with freight to achieve a sustainable freight transport interchange.

9.3 FREIGHT MANAGEMENT OBJECTIVES

- 9.3.1 The objectives of the FMP are as follows:
- 1 Seek to ensure that rail use is maximised. The TMPM and Intermodal Terminal operator will provide presentations to occupiers of the Site to explain the operation and benefits of using the rail freight interchange.
 - 2 Ensure that the appropriate access measures are in place so that HGVs and LGVs can reach the Site whilst minimising disruption to local residents and the local highway network.
 - 3 Inform HGV and LGV drivers on the best route to help them reach the Site as quickly as possible with least disruption.
 - 4 Manage the arrival and departure of HGVs and LGVs at the Site Park where possible, to ensure supply chains operate as efficiently as possible and to minimise disruption to the local highway network.
 - 5 Reduce vehicle emissions and noise, improve fuel consumption and improve safety.

10 FREIGHT MANAGEMENT PLAN – SITE CHARACTERISTICS

- 10.1.1 Howbury Park enjoys a central position within the Thames Gateway. Over recent years the area has experienced residential and employment growth as part of the Thames Gateway regeneration programme.
- 10.1.2 The Site is situated in Slade Green in the London Borough of Bexley with the southern end of the access road being within the Dartford Borough Council.
- 10.1.3 The Site is bounded on its western side by Slade Green train depot and Crayford Creek Junction. Moat Lane lies to the north of the Site and areas of natural marshland and land fill are located to the east. The River Cray and its flood plain lie to the south of the Site and beyond that the A206 Bob Dunn Way and Thames Road. The A206 provides connection into central London to the west and Junction 1A of the M25 to the east. Beyond the A206 to the south lie areas of housing and commercial activity.
- 10.1.4 Central London is located approximately 14 miles to the west of the Site with Erith town centre approximately 1.5 miles to the north-west. Immediately to the north west of the Site there are the existing communities of Slade Green and North End which are within a comfortable walking distance of the site. Crayford and Dartford are to the south and are also within a reasonable travelling distance. To the east along Bob Dunn Way there has been a considerable amount of development since 2007. This area is known as The Bridge and includes a combination of residential and commercial developments.
- 10.1.5 As part of the growth and regeneration of the area a number of retail distribution centres have been established in close proximity to the site, demonstrating that it is a good location to serve the London conurbation. Notably the food retailers are particularly attracted to the area with the following retailers being within a 6km radius of the site:
- Asda (two sites);
 - Tesco;
 - Sainsbury's;
 - Co-operative;
 - Lidl; and
 - Ocado / Morrisons (proposed).

11 FREIGHT MANAGEMENT PLAN – RAIL USE

11.1 INTRODUCTION

11.1.1 The aim of this Section is to review the operation of the Intermodal Terminal and the inherent self-sustaining nature of the associated mode shift of freight from road to rail.

11.1.2 LBB suggested the following two planning conditions which were acceptable to the Developer:

- *“The development hereby approved shall operate only as a Strategic Rail Freight Interchange within the meaning attributed by Footnote 42 of the National Policy Statement on National Networks (2014) and as assessed in the Environmental Statement submitted to support the proposal”;*
- *“No part of the warehousing space hereby approved shall be occupied or brought into use prior to:- a. the completion of the Intermodal area (Zone C) rail infrastructure as shown on the Parameters Plan 30777-PL-1011; and b. its operational connection to the North Kent main line rail network (provided that if there are delays of a temporary or emergency nature in making this connection by reason of actions outside the developer’s control, then such occupation shall be permitted subject to the prior written agreement of the Local Planning Authority)”.*

11.2 OPERATIONS

11.2.1 All the existing operational SRFIs in Great Britain (DIRFT, Hams Hall, Birch Coppice, 3MG Widnes, Wakefield Europort and Mossend Eurocentral) have intermodal terminal facilities, each of which has generated new rail freight services, even where SRFI are in close proximity to other SRFI and RFI (e.g. Hams Hall is 8 miles from Birch Coppice and 12 miles from Birmingham Landor St RFI). The rail freight services have enabled long-distance lorry trips travelling to and from the local area to be converted to rail for most of the journey.

11.2.2 As with these other successful SRFIs, an independent and competent company will be procured to operate the Intermodal Terminal at the Site. This company is highly likely to fall into one or more of the following categories:

- A third-party logistics company, which will operate the Intermodal Terminal in addition to occupying a warehouse on site;
- A train operating company, which will operate the Intermodal Terminal in addition to providing train services to and from the site;
- A specialist terminal operating company, which will operate the Intermodal Terminal in addition to other terminals elsewhere.

11.2.3 Any such company will have the creation of rail patronage at the rail terminal as its overriding operating objective to generate income to off-set the significant costs associated with the on-going operation of the facility.

11.3 RAIL COSTS

11.3.1 The intermodal facility is to be provided prior to the first occupation of the warehouse buildings at the Site. Hence the Developer is committed to the significant costs of creating an SRFI, prior to the wider site becoming operational.

- 11.3.2 In terms of development, Network Rail has recently provided an estimate of the costs associated with construction of the main line access through to the Intermodal Terminal on site, with this likely to be around £10m. Construction of the intermodal terminal sidings, apron, lighting and fencing will cost an estimated further £10m. The minimum level of handling equipment required to commence operations on site will involve further capital investment of at least £1m. Therefore providing an operational rail freight interchange will effectively add 28% to the cost of providing serviced land for the equivalent non rail intermodal B8 development, for which there would be no directly equivalent increase available in the warehouse rental which the market could sustain.
- 11.3.3 In maintaining an operational rail facility, the terminal operator (as set out above) will want to achieve a profitable business on site as quickly as possible. The initial high level of fixed cost involved in equipping and manning the terminal will create operating costs of at least £1m per annum. As a subset of the operating costs, Network Rail is obliged under its Licence Conditions to charge end users for maintenance of main line connections off the national network, through an industry-standard Connection Agreement, which is expected to cost between £20,000 and £30,000 per annum.
- 11.3.4 No subsidies or grants are available to underwrite the specific development or operating costs of the Intermodal Terminal. The bespoke nature of the Intermodal Terminal and its equipment also means that the facility could not be used for other commercial activities.
- 11.3.5 It is therefore evident that the Intermodal Terminal operator will be strongly incentivised to ensure that the facility attracts as much traffic as possible.

11.4 WIDER PROMOTION & TMPM SUPPORT

- 11.4.1 The selection of the operator for the Intermodal Terminal will be the subject of a competitive procurement exercise. The decision-making criteria for selection of the preferred operator will include the experience and prospects for maximising the use of the Intermodal Terminal to occupiers and local business.
- 11.4.2 As part of the marketing push for the first phase of development, the TMPM will organise a stakeholder engagement event on site (or locally) to promote the Site and its rail facilities, not just to prospective occupiers but to the wider business community, co-ordinated with the LPAs, TfL, local Chambers of Commerce and trade associations (e.g. Freight Transport Association and the Rail Freight Group).
- 11.4.3 The TMPM will, as part of his / her duties, maintain regular dialogue with occupiers and the Intermodal Terminal operator, as well as representatives of the freight transport industry (e.g. train operating companies, FTA, RFG, TfL), producing periodic reports summarising engagement activity and market feedback, where this does not prejudice commercial discussions between the terminal operator and prospective customers. Details of dialogue and/or meetings with the occupiers or the intermodal operator, including notes and actions from the Occupier Forum, will be reported to the Steering Group in a timely manner to enable proper consideration of the issues prior to, and a meaningful discussion at, the next Steering Group meeting (or before any non-urgent actions agreed at the Occupier Forum are implemented).
- 11.4.4 The operator of the Intermodal Terminal will also be part of the Occupier Forum and will therefore have regular contact with all other stakeholders and will therefore have the opportunity to disseminate information and promote the use of rail. As previously discussed, local large companies will also be invited to the Occupier Forum and therefore rail use will be promoted to both internal and external companies.

12 FREIGHT MANAGEMENT – HGV TARGETS

12.1 INTRODUCTION

12.1.1 This Section sets out the targets which will be applied to the proposed development to ensure that the development operates as an SRFI and the HGV impact is mitigated.

12.2 HGV TARGETS

12.2.1 The Site will be subject to a specific target relating to the volume of HGVs generated by the Site accessing the M25 at Junctions 1A and 1B during weekdays in the peak periods. These targets are set out in Table 12-1.

Table 12-1: Weekday Peak Period Two-Way HGVs per Hour Using M25 Junctions 1A and 1B

	AM Peak Period (07:00–10:00)	PM Peak Period (16:00–19:00)
Total HGVs per Hour at J1A & 1B	32	56

12.2.2 The peak period targets will remain unless or until there is any substantive change in the Strategic Road Network (SRN), for example the Lower Thames Crossing scheme. If the Developer considers that there is a forthcoming or implemented change he will inform HE and the Steering Group of his view and seek either the removal, or increase, of the peak period targets.

12.3 VEHICLE RESTRICTIONS & MONITORING

12.3.1 As detailed within Section 16, a series of ANPR cameras, or similar technology, is to be installed on the Site and local roads to monitor the movement of HGVs associated with the development.

12.3.2 There are to be restrictions placed on certain movements during specified periods and, should these exceed the agreed limits, financial penalties will be incurred by the individual site owner and / or the offending occupiers. Details on the restrictions and penalties are also provided in Section 16.

13 FREIGHT MANAGEMENT PLAN – HGV AND LGV ACTION PLAN AND TOOLKIT OF MEASURES

13.1 ACTION PLAN

13.1.1 Table 13-1 provides an Action Plan to support the freight management objectives.

Table 13-1: HGV Management Action Plan

Objective Number	Timescale	Action / Initiative	Benefits	Notes
1	On occupation	Advice to drivers on routes to take to Howbury Park including signage, mapping and a telephone helpline. Ensure that HGVs are equipped with lorry specific satellite navigation systems. Ensure operators and drivers are also aware of Kent County Council's online Freight Gateway Journey Planner.	Organisation, HGV Drivers and Residents/Local Area	Operators will be informed of the HGV/LGV ban on Burnham Road and the associated penalties for HGVs ignoring the restriction
2	On occupation	Co-ordinate occupier and Intermodal Terminal Vehicle Booking Systems to manage peaks. Development of lorry parking plan to manage HGV peaks at the terminal.	Organisation and Residents/Local Area	
3	On occupation	If not already members, encourage operators to join TfL's Freight Operator Recognition Scheme. Explain the benefits of joining the scheme.	Organisation and Residents/Local Area	

13.2 TOOLKIT OF MEASURES

- 13.2.1 A toolkit of measures has been developed to positively contribute towards achieving the freight management objectives and support the Action Plan.
- 13.2.2 Modern logistics practice seeks to operate distribution facilities and associated transport services as efficiently as possible in order to minimise the level of resources and costs required to move freight.
- 13.2.3 Occupiers of major distribution units, ports and inland intermodal terminals tend to operate vehicle booking systems as part of their normal supply chain management process. This ensures as far as possible that inbound and outbound deliveries are correctly sequenced, restricting HGVs from arriving at unplanned times and congesting delivery bays, intermodal terminals and service yards. As an example, retailers often give their suppliers and logistics providers delivery slots into their facilities, and may even penalise those who miss their slots. If a driver misses an allocated slot, they would then need to phone through and book a later slot.
- 13.2.4 As well as measures to manage HGVs and LGVs through a site, the distribution industry makes extensive use of vehicle scheduling and routing packages. It is important to ensure that HGV movements are kept clear of peak periods and known areas of congestion wherever possible, to avoid wasting valuable driver hours and vehicle fuel/hours. The following are key considerations with respect to the operation and interaction / impact of the development across the surrounding area:

- Restrictions to stop HGVs and LGVs from travelling on local residential streets surrounding the Site and Dartford town centre unless specifically required for local deliveries (these restrictions are detailed later in this document).
- Advice given to drivers regarding the most efficient routes to take to the Site including signage and mapping, and providing a telephone helpline to assist HGV drivers travelling to the Site (as detailed later in this document, a signage strategy and associated financial contribution have been identified).
- Improve vehicle standards (e.g. air and noise quality), this includes ensuring that as freight vehicles reach the end of their design life they are upgraded to HGVs with improved emission and efficiency standards resulting in a staged cycle of upgrade and renewal.

13.2.5 In addition to these measures the established procedures for booking HGVs through the Site will manage the flow of HGVs through the interchange. As discussed above, there are to be restrictions applied on vehicle movements to and from the site. As detailed later, operators who breach their individual limits and / or route restrictions will be subject to financial penalties. Regardless of the identified restrictions, it is considered that operators will already have had a booking system in place. The threat of financial penalties further enforces the need for operators having a suitable booking system; otherwise they increase the risk of incurring ongoing financial penalties. Co-ordination of such systems and procedures will be undertaken in order to seek to align these with any similar traffic management measures to and from the trunk road network.

13.2.6 HGV waiting areas with welfare facilities will be provided within the site. This will provide the opportunity for drivers to arrive ahead of their time slots and afford them the opportunity to take their statutory rest breaks and/or avoid travelling during the peak period.

Fleet Operator Recognition Scheme (FORS)

13.2.7 The Fleet Operator Recognition Scheme (FORS) is an accreditation scheme encompassing all aspects of safety, fuel efficiency, vehicle emissions and improved operations. FORS helps fleet operators to measure and monitor performance and alter their operations in order to demonstrate best practice. It is open to operators of vans, lorries, mini-buses, coaches and other vehicles and to the organisations that award contracts to those operators.

13.2.8 Tenants / operators who are not already members of the FORS scheme will be encouraged to join.

M25 and Dartford Crossing Information Dissemination

13.2.9 Due to the nature of the development proposal it is important that HGV vehicles accessing the Site are made aware of the operation of the Dartford Crossing and its approaches and the restrictions and associated consequences of non-compliance that would result in terms of delay and possible driving penalties. The information will be disseminated using the following measures:

- The latest digital technology;
- Information available within communal areas on notice boards;
- Real time traffic information displayed at all sites; and
- Leaflets will be provided upon receipt of an employment offer within their sustainable travel welcome pack to improve awareness for HGV drivers and new employees at the Site, similar to those which have been developed by Highways England (see **Appendix B**).

- 13.2.10 These measures will reduce the risk of HGV drivers not understanding the access arrangement at the Dartford Crossing and provide up to date information on traffic conditions.

KCC Online Route Planning Guidance

- 13.2.11 KCC have produced an online interactive tool that enables HGV operators to plan an 'HGV friendly route' based on the height and weight restrictions on the local highway network and recommended roads for HGVs.
- 13.2.12 Occupiers will be actively encouraged to use this online tool, this information will be disseminated through the sustainable travel welcome pack, website and community notice boards.

14 FREIGHT MANAGEMENT PLAN – HGV ROUTING AND SIGNAGE STRATEGY

14.1 INTRODUCTION

14.1.1 A routing and signage strategy has been devised for HGVs travelling to the Site and this will be disseminated to operators to help ensure that goods vehicles travelling to and from the Site use the most suitable routes. This information will be provided to the operators via email, or other digital technology, and would be made at the same time as their instruction. **Figure 15.1** shows the proposed HGV routes and signage strategy to the Site and is discussed in more detail below.

14.2 HGV ROUTING STRATEGY

14.2.1 The close proximity of the Site to the M25 Junction 1A is one of the reasons for the promotion of this site. It is therefore intended that the M25 is one of the primary means of access for goods vehicles. The A206 Bob Dunn Way offers a direct link to the motorway network which avoids residential areas. The A2026 and A225 run through Dartford town centre and are therefore more sensitive to the impacts of HGV traffic. Consequently, the routing strategy from the M25 and east is for the use of the A206 and not these roads.

14.2.2 Those goods vehicles using the A2 from central London are encouraged to travel to Howbury Park via the M25. It is possible that vehicles on the A2 may seek a shorter route through Crayford. In these circumstances an alternative route through Crayford will be identified subsequently in order that goods vehicles use the most appropriate road if they have already left the A2.

14.2.3 The A206 from the west will be the main route from areas on the south bank of the Thames and they will be signed to continue along the A206

14.2.4 The preferred routes are shown in Figure 15.1 and are summarised below:

From M25 (N)

- Leave the M25 at Junction 1A
- Use A206 (Dual Carriageway) to Howbury Park

From M25 (S)

- Leave the M25 at Junction 1A
- Use A206 (Dual Carriageway) to Howbury Park

From A2 (E)

- Leave the A2 to join the M25 Junction 2
- Travel northbound on the M25
- Leave the M25 at Junction 1A
- Use A206 (Dual Carriageway) to Howbury Park

From A2 (W)

- Leave the A2 to join the M25 Junction 2
- Travel northbound on the M25
- Leave the M25 at Junction 1A

- Use A206 (Dual Carriageway) to Howbury Park

From A206 (W)

- Continue to Howbury

14.3 HGV SIGNING STRATEGY

Signing from the M25

- 14.3.1 The existing signs to Erith from Junction 1A of the M25 are considered sufficient to direct HGVs from the M25 to Howbury Park. Consequently if drivers were directed to follow signs to Erith no changes would have to be made to existing gantry signs on the approaches to Junction 1A of the M25.
- 14.3.2 In order to reinforce the use of the M25 and Junction 1A additional signs are proposed in advance of Junction 2 of the M25 subject to the agreement with HE.

Signing from the A2

- 14.3.3 The routing strategy sets out the reasons for encouraging HGV drivers travelling along the A2 from central London to reach Howbury Park via the M25. It is proposed that before the junction on the A2 for Crayford a sign is installed that instructs HGV drivers heading for Howbury Park to use the M25.
- 14.3.4 Once HGV drivers travelling on A2 from the west or the east reach Junction 2 of the M25 they are instructed to use M25 (N) to reach Howbury Park.

Signing for Other Routes

- 14.3.5 **Figure 15.1** shows other routes around Howbury Park which HGVs may use to reach the site. The routing strategy explains why these have not been considered as key routes to the site. However, it is realised that some HGV drivers will either inadvertently use these routes or have more local destinations. For this reason signs are proposed to be installed at key junctions along these routes to guide HGV drivers to Howbury Park.

14.4 DARTFORD TOWN CENTRE

- 14.4.1 With the exception of vehicles serving sites within Dartford Town Centre, HGVs and LGVs will not be permitted to travel to and from the Site via Burnham Road. All HGVs will be required to follow the routing strategy identified above.
- 14.4.2 Future tenants of the Site will be made aware of the HGV restrictions prior to occupation and will be required to inform their drivers and / or fleet operators serving their site of the restrictions. There will also be signs on the access road that will further remind drivers of the restrictions on exit from the site.

14.5 CONTROL OF HGVS WITHIN THE SITE

- 14.5.1 As previously acknowledged, and as detailed within the Transport Assessment, the local area, and specifically Junction 1A of the M25, is subject to periods of delay and congestion. These incidents can result in a knock-on effect to the surrounding highway network that can result in delays that in turn result in the diversion of trips to alternative routes, creating additional delay and congestion along these routes.

- 14.5.2 It will clearly not be beneficial for HGVs to leave the Site during such incidents. It is therefore proposed that drivers are provided with up to date travel information by the use of appropriate technology, reinforced by suitable Variable Message Signs (VMS) within the Site at appropriate locations (such as on the site egress and Intermodal Terminal area). The system would be linked to the Highways England and Kent County Council control centres, or alternative combined centres, in order to ensure that the most up to date and 'real time' travel information is provided to drivers within the site.
- 14.5.3 The arrival rate of HGVs into the Site will also undoubtedly drop during such incidents.
- 14.5.4 During times of disruption there are extensive facilities to enable HGVs to remain within the total curtilage of the Site, thereby avoiding the need to park on local roads. First, there is a significant level of parking within each development site and these will be managed by each occupier to ensure that HGVs are accommodated.
- 14.5.5 As set out within a Technical Note prepared by the Rail Consultant (19th August 2016) it is considered that the 100 HGV spaces proposed at the Intermodal Terminal are in excess of the typical demand. It should be noted that the on-site parking is to be agreed with the local planning authorities.
- 14.5.6 In addition to the additional provision within each individual plot of the development there will be an additional 25 spaces provided in a layby on the access road. This layby will provide short term parking if access to the specific site is restricted. Its use will be monitored by the TMPM to prevent any misuse or long term parking.

15 FREIGHT MANAGEMENT PLAN – IMPLEMENTATION PROGRAMME

15.1 INTRODUCTION

15.1.1 Implementation of the FMP will be an important part of the development process. It is envisaged that this will be undertaken as part of the Travel Plan structure and therefore, as detailed within Section 2, it will be the responsibility of the TMPM to manage the implementation of the FMP.

15.2 IMPLEMENTATION PROGRAMME

15.2.1 As with all plans and associated measures it is necessary to set out a timescale for implementation and review. Table 15-1 provides an Implementation Plan for the site, with all of these to be delivered prior to first occupation.

Table 15-1: Implementation Programme (prior to first occupation)

Task/Measure	Responsibilities
1) Occupants required to have their own Vehicle Booking System.	Developer / Operators
2) Advice to drivers on routes to take to Howbury Park including signage, mapping, a telephone helpline and links to KCC's online Freight Gateway Journey Planner tool.	TMPM in liaison with operators
3) Provision of lorry management plan to manage HGV peaks at the Intermodal Terminal. Signage will be provided within the Site to inform drivers of the parking available on approach to and within the Intermodal Terminal. Signage will also be provided to direct HGVs to the individual operator building plots.	Intermodal operator (Detail on HGV parking across the site and access routes will be included within the FMP)
4) Improve Vehicle Standards (e.g. Air and Noise Quality). This will be aided through membership of FORS which operators will be encouraged to join.	TMPM will encourage operators to join FORS
5) Monitoring system to be installed on Site accesses, Burnham Road, J1A & J1B slip roads and Perry Street to monitor HGV and LGV routes and quantify volumes.	Developer & TMPM

15.2.2 The details of this Freight Management Plan shall apply for a minimum period of ten years following first occupation. The scope and need for the Freight Management Plan to extend beyond ten years will be considered by the Steering Group.

16 FREIGHT MANAGEMENT PLAN – HGV MONITORING AND MANAGEMENT PROTOCOL

16.1 FMP MONITORING

- 16.1.1 Monitoring of the FMP will be important in understanding the changing nature of HGV movements and the effectiveness of measures. The monitoring will be the responsibility of the TMPM, with the results forwarded to and discussed with the Steering Group.
- 16.1.2 As detailed within Section 16.3, Automatic Number Plate Recognition (ANPR) cameras (or similar) will be installed at site accesses, J1A & B slip roads, Burnham Road and Perry Street so that the total number of HGV movements at the Site can be recorded, along with those using the J1A & B slip roads, Burnham Road and Perry Street.
- 16.1.3 The monitoring system will be in operation on first occupation.
- 16.1.4 The TMPM will be responsible for the FMP, acting on behalf of the Developer and will report to the Steering Group. The Steering Group will review and require amendments as necessary.

16.2 HGV CLASSIFICATION

- 16.2.1 For monitoring purposes HGVs will include all vehicles over 3.5 tonnes gross weight.

16.3 ANPR SYSTEM

- 16.3.1 A monitoring system is to be installed on the following roads:
- Site Accesses;
 - Junction 1A and 1B slip roads;
 - Burnham Road;
 - Perry Street.
- 16.3.2 The monitoring system will automatically and continuously record the routes taken by the vehicles.
- 16.3.3 The TMPM would download the recorded data and prepare a report on a monthly basis in order to determine if any of the restrictions have been exceeded and, if so, will be able to identify the offending vehicle(s) and take appropriate action.
- 16.3.4 Details on the restrictions and how they will be monitored and enforced is set out in the following sections.
- 16.3.5 Not all vehicles will be included within the vehicle restrictions and therefore not subject to penalty. As stated in Section 2.5 the Steering Group will agree the criteria for exemptions to the restrictions which will cover the area of Dartford town centre shown in Figure 16.1.
- 16.3.6 The registration details of these vehicles, including staff and visitors to the Site and goods vehicles making deliveries to the local area, will be included within a site 'white list'. The 'white list' is to be collated by the TMPM and agreed by the Steering Group, along with any updates. The vehicles proposed to be included within the 'white list' are detailed in the following sections.

- 16.3.7 A summary report of the analysed data will be issued by the TPM to the Steering Group every six months and changes to subsequent monitoring agreed by the Steering Group. The enforcement of the relevant targets is set out below and will be administered by the Steering Group.
- 16.3.8 The Developer will be responsible for all costs associated with the installation, maintenance, operation and data analysis of the monitoring system. However, at this stage the exact locations and operating system that will be employed has not been identified. If alternative technology can be identified and agreed with DBC, KCC, LBB and HE then this can be substituted for an ANPR system.

16.4 IMPACT THRESHOLDS: PEAK PERIOD HGV TRIPS AT M25

- 16.4.1 As detailed within Section 12, Highways England has requested that the local planning authorities impose a weekday peak period restriction on HGV movements at Junctions 1A and 1B combined, as detailed below:
- 07:00 to 10:00 32 two-way movements per hour (the equivalent of 16 arrivals and 16 departures)
 - 16:00 to 19:00 56 two-way movements per hour (the equivalent of 28 arrivals and 28 departures)
- 16.4.2 Some flexibility with regards to the Highways England restriction is required to make allowance for the following:
- Cross-over between each 60 minute segment;
 - Occasions when HGVs may pass through the junction unintentionally during the restriction period (i.e. being caught in congestion on the approach journey).
- 16.4.3 It is therefore proposed to apply a 10% variability factor to the original Highways England rates. This should prevent HGVs reassigning to alternative and less suitable routes and / or parking in inappropriate locations on approach to Junctions 1A and B. This provides the following maximum threshold of all the combined slip roads:
- 07:00 to 10:00 35 two-way movements per hour
 - 16:00 to 19:00 62 two-way movements per hour
- 16.4.4 The TPM will analyse the data from the monitoring system on a monthly basis, to identify if the total HGV flow recorded during the restricted periods exceeds the above limits during any week.
- 16.4.5 The process for managing and enforcing the restriction is as follows:
- Each occupier will be informed by the site owner of their individual hourly peak period HGV allowance for each weekday (namely Monday to Friday) during the restriction periods based on the HE total limits of 32 and 56 two-way movements per hour in the AM and PM peak periods respectively;
 - Having analysed the data from the monitoring system, should the maximum threshold of 35 (AM peak period) and 62 (PM peak period) two-way movements per hour be exceeded, the system will identify all the HGVs that travelled through Junctions 1A or 1B and the occupiers that the vehicles were working for will be identified;
 - Occupiers exceeding their permitted quota of trips will be issued with a warning and reminded of the HGV restriction and their quota;

- The Development will be permitted two warnings in each 6 month period prior to penalties being applied;
- After the maximum limit of 35 or 62 two-way movements per hour (in the AM and PM peak periods respectively) has been exceeded two times all offending vehicles / operators will be penalised financially during that six month period.

16.5 IMPACT THRESHOLDS: HGVs ON BURNHAM ROAD

- 16.5.1 The TPM will analyse the recorded data from the monitoring system on a monthly basis. Any HGVs travelling via Burnham Road that are not on the 'white list' will be issued with the financial penalty

16.6 HGV IMPACT ON PERRY STREET

- 16.6.1 The TPM will analyse the data from the monitoring system on a monthly basis and report to the Steering Group every six months. The following process will apply

- Monitor the volume of Howbury HGVs on Perry Street by number per day and week;
- Steering Group to consider whether this is excessive in Crayford. For the purpose of this report, Crayford is identified by the routes within the area encompassed by the A206 to the north, Crayford Way / Station Road to the east, the A2 to the south and the A220 to the west;
- If it is agreed that they are significant then apply similar measures to Burnham Road, namely;
 - Establish a white list for Crayford
 - Agree the number of permitted HGV infringements per month with the Steering Group excluding those on the white list;
 - If the allowance is exceeded, the HGVs travelling via Perry Street will be identified and the occupier that the vehicle was working for will be issued with a warning and reminded of the approved routes;
 - It is likely that most operators will be served by a number of freight companies and therefore it is proposed that, should their vehicles disobey any Perry Street restriction, operators are provided with two warnings prior to penalties being applied.

16.7 FINANCIAL PENALTIES

- 16.7.1 When financial penalties are to be applied the value of the penalty will be agreed by the Steering Group, with an initial fine of £500 per HGV, which may increase subsequently in accordance with Table 16-1. This fine will be payable by the occupier of the premises to or from which the infringing vehicle was travelling. It will be the responsibility of each occupier to determine whether the occupier, HGV operator or HGV driver refunds that occupier. The TPM will be responsible for collecting the fines from each offending occupier and this money will be deposited into an agreed fund.
- 16.7.2 Any monies collected will be used to support any of the measures and targets set out in the TMP. The expenditure of the penalties fund will be agreed by a majority of the voting members of the Steering Group. As set out within the Section 106 Agreement, there will be a dispute resolution procedure in place should any voting member of the Steering Group not be content with the majority decision.

16.8 REMEDIAL ACTION PLAN: HGV TRIPS

16.8.1 If the thresholds above are exceeded then the series of remedial actions set out in Table 16-1 will be implemented in the order set out.

Table 16-1: Remedial Action Plan

Task/Measure

- 1) Reporting the exceedances to the Steering Group; this could result in a review of the travel patterns of individual occupiers and the development of voluntary measures to resolve this.
- 2) The Steering Group to agree voluntary measures to seek to resolve any excessive and inappropriate vehicle movements
- 3) Where individual occupiers consistently exceed a threshold the TMPM will liaise with the occupier and seek to identify the reasons for this and agree direct measures to address the problem.
- 4) Increase the HGV fine per vehicle to a level which the Steering Group determines will deter any future breaches.
- 5) In the event of persistent breaches the Steering Group may review the peak period caps imposed by 16.4.3 and may take action to lower the cap to compensate for the quantum of HGVs breaching the cap.

16.8.2 These measures are designed to resolve the infringements although the financial penalties will continue to be applied resulting in a penalties fund to assist with the above measures.

17 FREIGHT MANAGEMENT PLAN - LGVS

17.1 LGV ISSUES

- 17.1.1 LGVs diverting through Dartford town centre may be considered a concern although as the Site will be operating as an SRFI the number and impact of these LGVs will be considerably less than HGVs. Consequently the volume of LGVs travelling along Burnham Road to and from Dartford town centre will be monitored and reported to the Steering Group.
- 17.1.2 In monitoring the LGV use it will also need to be accepted that many LGVs will have business in Dartford, and sometimes this can also be related to staff movements.

17.2 ACTION PLAN, MEASURES & IMPLEMENTATION

- 17.2.1 Given these circumstances all LGVs using the loading bay areas will be advised of the HGV action plan and measures. This will specifically include advice on routes to take to Howbury Park and that they should follow the signs as set out in Section 14. They will also be made aware of Kent County Council's online Freight Gateway Journey Planner, and any other data sources available at the time of occupation.
- 17.2.2 In providing this information they will be informed that LGVs are not permitted to travel through Dartford unless they have business in the town centre. Any LGVs with business in Dartford town centre will be included in the 'white list', see Figure 16-1. LGV drivers will then be informed that movements on Burnham Road will be monitored and vehicles not on the 'white list' will be subject to a financial penalty for each offence. The level of financial penalty will be agreed by the Steering Group but it is suggested that it will be 50% of the HGV penalty, recognising that the impact of LGVs are less than HGVs. The TMPM will be responsible for collecting the fines from each offending occupier and this money will be deposited into an agreed fund.
- 17.2.3 These measures will be implemented in parallel with the HGV action plan.

17.3 MONITORING & MANAGEMENT

- 17.3.1 LGVs will be subject to the monitoring system set up for HGVs. LGVs will be recorded on the Site accesses and Burnham Road so that all site LGVs using Burnham Road will be identified.
- 17.3.2 Those LGVs not on the 'white list' will be fined and reported to the Steering Group every 6 months after first occupation.

18 FREIGHT MANAGEMENT PLAN - CONCLUSION

- 18.1.1 This FMP presents the objectives and strategy for the delivery of measures to promote sustainable freight management. The measures in this FMP are focused primarily on raising awareness of the routing and signing available for HGV operators and ensuring positive freight patterns are encouraged.
- 18.1.2 The data collected under the Monitoring and Management Protocol of the FMP (Section 16) will be reviewed every six months, with the results presented to the Steering Group. It is considered that there are robust measures in place to ensure sustainable freight management at the Site with minimal impact on the sensitive areas around the Site.
- 18.1.3 A summary of the key measures that are proposed to be delivered by the TMP is provided in the following section, including detail on anticipated timescales and responsibility.

19 FINANCIAL SUPPORT

- 19.1.1 There are a number of obligated payments set out within the Section 106 Agreement. There will be additional developer contributions required to deliver the measures identified within the TMP and a forecast of these is provided in Table 19-1.

Table 19-1: Financial Contributions (outside of S106 Obligations)

	Item	Developer Contribution	Comment
1	Travel Plan & Freight Management Plan implementation and management costs	£240,000 (Estimate)	Estimated Developer direct cost for 10 years, see table below for more detailed estimates
2	ANPR Cameras (or similar)	£265,000 (Estimate)	Estimated Developer direct cost
3	VMS Signs within site	£65,000 (Estimate)	Estimated Developer direct cost

- 19.1.2 A further breakdown on the costs associated with the Travel Plan & Freight Management Plan is provided in Table 19-2.

Table 19-2: Travel Plan & Freight Management Plan Cost Breakdown

	Item	Cost / Estimated Cost	Comment
1	TMPM for management, updating and organisation of measures included within the TP / FMP.	£150,000	Assuming 10 years
2	Sustainable Travel Pack Production (web & print material)	£5,000	
3	Sustainable Travel Event(s)	£40,000	Assuming 10 years
4	Car Share databases	£5,000	Single set up cost
		£20,000	Assuming 10 years management
5	Car Share promotional event to be held	£20,000	Assuming 10 years

20 SUMMARY OF FTP / FMP MEASURES

20.1 INTRODUCTION

- 20.1.1 This Transport Management Plan has set out the content and approach that is proposed to deliver the Framework Travel Plan (FTP) and Freight Management Plan (FMP) for the Howbury Park Strategic Rail Freight Interchange. As summarised below, a number of measures have been identified to help maximise the sustainability of the development.

20.2 PRIOR TO FIRST OCCUPATION

- 20.2.1 A number of measures will be delivered prior to first occupation, with a summary of the key elements provided in Table 20-1. These will be funded by the Developer.

Table 20-1: Summary of measures to be provided prior to first occupation

Description	Doc.	Comment
A Transport Management Plan Manager (TMPM) will be employed to oversee the implementation and management of the TMP.	TP & FMP	As detailed within Section 2, sufficient time, funding and resource will be provided to the TMPM to manage and deliver the plans effectively throughout the life of the plans.
Automatic Number Plate Recognition (ANPR) cameras, or similar technology, will be installed at the individual site accesses, J1A & B slip roads, Burnham Road and Perry Street to monitor HGV movements and LGV movements in Burnham Road and Perry Street.	FMP	The ANPR cameras will identify breaches in HGV and LGV trip generation thresholds and misuse of Burnham Road and Perry Street. Details of the the monitoring procedure are shown in Table 20-2.
Sustainable Travel Welcome Packs will be produced, setting out detail on the FTP and local bus and rail timetables, cycle routes and car sharing opportunities, etc.	TP	The Packs will be issued to all members of staff to try and influence their travel method before habits are formed.
Shuttle Bus Service: A demand responsive bus service will connect the Site to local public transport hubs.	TP	The exact nature of the service will be determined following the initial staff surveys. The organisation, monitoring and use of this servicewill be undertaken by the TMPM on behalf of the Developer.
Encouraging Cycling: A total minimum of 391 cycle parking spaces are to be provided, with shower and storage facilities also available to staff.	TP	the actual number and location of spaces will be subject to subsequent detailed applications.
Car Sharing: An internal Car Share database will be set up and promoted by the TMPM	TP	Guaranteed Ride Home: In cases of emergency where a car sharer is left unable to get home, the occupiers will cover the reasonable cost of their journey home.
Freight Operator Recognition Scheme (FORS): Operators will be encouraged to only employ drivers / freight companies that are members of FORS	FMP	It is likely that the majority of operators will already be members of FORS.
Occupants will be required to have their own Vehicle Booking System in place.	FMP	
HGV Routing Strategy: The FMP will include details on the routing strategy required for HGVs.	FMP	This will include detail on the Burnham Road restriction.
Signing Strategy: A strategy for permanent fixed signage across the local highway network has been identified to guide HGVs to the site.	FMP	As well as the fixed, off-site signage, Variable Message Signs (VMS) will be provided within the Site to provide drivers with live information on local highway conditions.

20.3 ONGOING MEASURES

20.3.1 There are a number of ongoing measures planned throughout the life of the plans, as summarised in Table 20-2.

Table 20-2: Summary of Ongoing Measures

Description	Document	Comment
Staff Travel Monitoring: Baseline Travel Surveys will be completed to identify initial staff travel patterns from which targets can be set. Repeat surveys will be completed at years 1, 3 and 5 in order to identify progress in achieving the targets.	TP	The scope of the surveys (i.e. whether they are i-trace or TRICS compliant) will be discussed and agreed with the Steering Group.
HGV and LGV Trip Monitoring: The TMPM will produce monthly reports on HGV movement and LGV reports every 6 months. These will identify HGV and LGV trip patterns derived from the ANPR cameras and will inform the Steering Group of any breaches, with a financial penalty system in place for continued breach.	FMP	See Sections 12 and 17 for detail on the thresholds and penalties that are proposed. Should the total thresholds / misuse of the monitored roads continue, a number of remedial measures are proposed, as detailed in Table 20-3.
Occupier Forum: The TMPM will set up an Occupier Forum. The Occupier Forum will consist of at least one nominated representative from each occupant, who would form together to discuss site sustainability matters. The operator of the Intermodal Terminal operator will also be part of the Occupier Forum.	TP / FMP	Ensure regular co-operation and compliance with the TMP.
Steering Group: A Steering Group will be formed and will include the relevant authorities who wish to either monitor or participate in the implementation of the FTP & FMP.	TP / FMP	Checking implementation of the TMP, review results with regard to actual impacts on the highway network.

20.3.2 Following the initial 10 year funding period detailed in the TMP, the Developer will continue funding the relevant items through an ongoing management charge.

20.4 REMEDIAL MEASURES

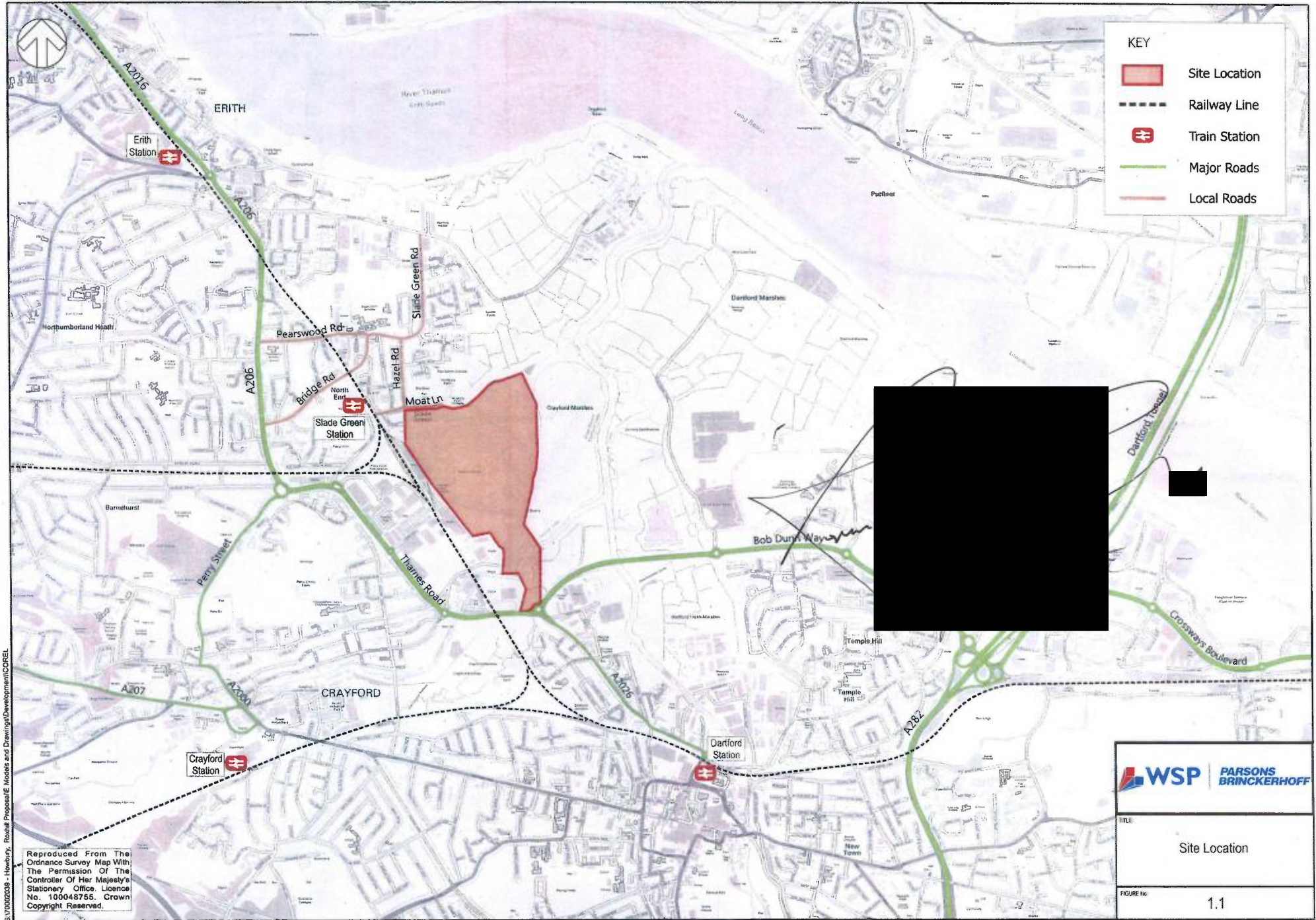
20.4.1 Finally, should either the FTP or FMP be failing to meet the agreed targets, a number of remedial measures are set down, as summarised in Table 20-3.

20.4.2 The Travel Plan Fund will be used to undertake and implement any agreed measures.

Table 20-3: Summary of Remedial Measures

Description	Document	Comment
FTP Remedial Action Plan: Should the results of the travel surveys indicate that the FTP is not set to achieve the identified targets (as set out in Section 6) a number of remedial measures have been identified to encourage greater levels of sustainable travel.	FTP	<p>The proposed remedial measures are as follows:</p> <ol style="list-style-type: none"> 1) Identification and notification of failure to meet mode share target. 2) Steering Group to discuss way forward. 3) Meeting with tenants to agree mutually convenient and voluntary measures. 4) Review the use and operation of the shuttle bus service to identify possible enhancement. 5) Provide a minimum of 20% discount or subsidy on the cost of bicycle equipment. 6) Provide interest free loans for purchase of bicycles. 7) Provide a minimum of 20% subsidy on motorcycle training courses. 8) Provide bus and rail season ticket loans at preferential interest or zero interest rate. 9) Purchase site Pool Cars to hire for business travel or form partnership with a local Car Club.
HGV Trip Monitoring: Should the agreed HGV volumes continue to be exceeded following the issuing of penalties, it will be necessary to apply remedial measures.	FMP	<p>The proposed remedial measures are as follows:</p> <ol style="list-style-type: none"> 1) Reporting to LBB and KCC of the anticipated baseline exceedance; this could result in a review of the travel patterns of individual occupiers and the development of voluntary measures to resolve this. 2) Steering Group meetings to agree voluntary measures to seek to resolve the excess vehicle movements. 3) Should the volume of HGV movements continue to exceed the agreed thresholds each operator within the Site will be provided with a peak period HGV trip allowance. Should the operator exceed their permitted trip threshold an agreed penalty per vehicle is applied. 4) Should exceedances persist then action shall be taken in accordance with Table 16-1 items 4 and 5.

Figures




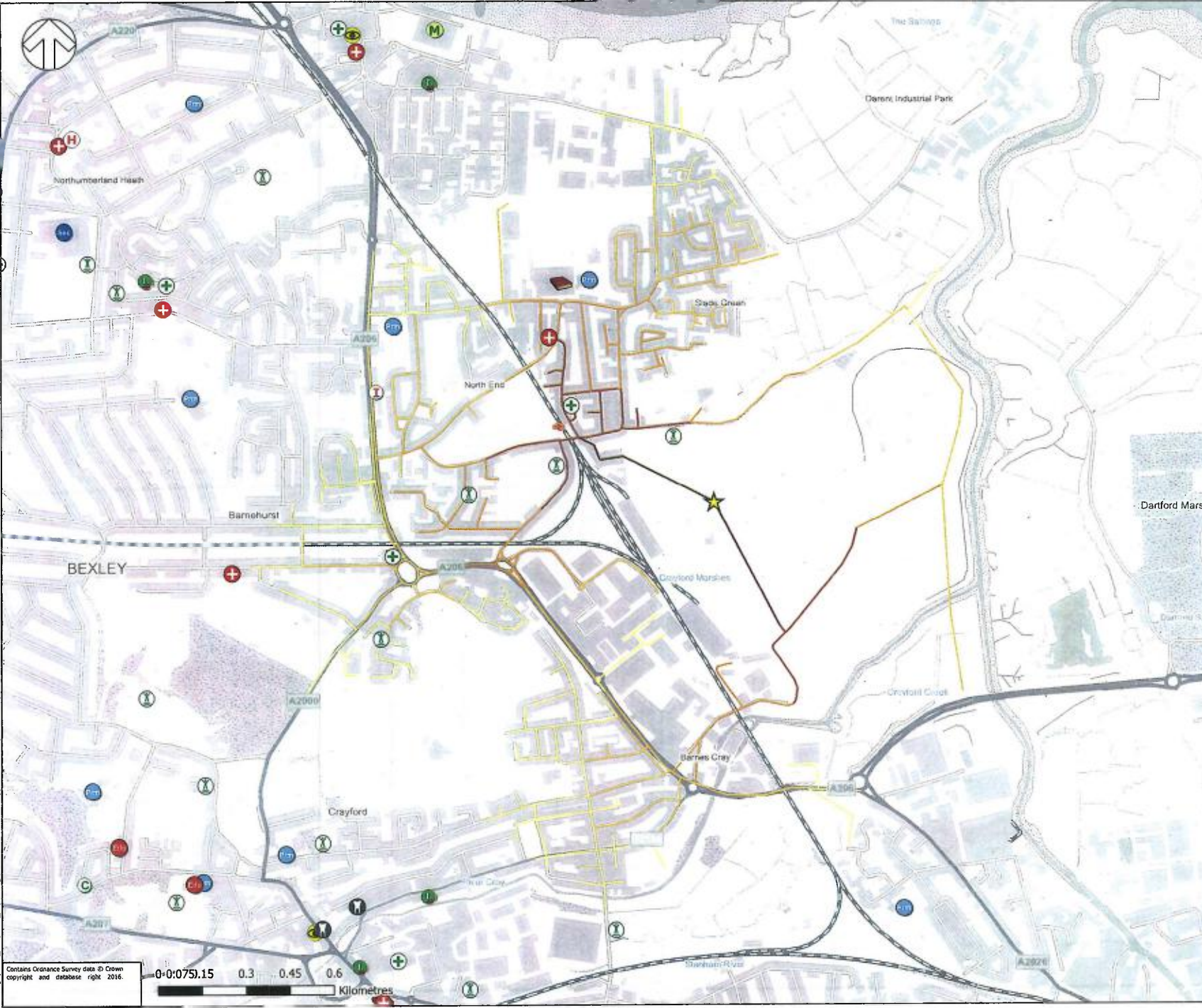
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KEY

- Site Location
- Railway Line
- + Train Station
- Major Roads
- Local Roads


TITLE Site Location
FIGURE No. 1.1



Key

- ★ Site

Pedestrian Accessibility (Walking Speed 4.8kph)

- 0 - 5 Minutes
- 6 - 10 Minutes
- 11 - 15 Minutes
- 16 - 20 Minutes
- 21 - 25 Minutes

Healthcare Services

- H Hospital
- + GP Practice
- ⊕ Pharmacy
- D Dentist
- O Optician
- S Sports and Fitness

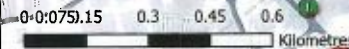
Education

- P Primary
- S Secondary
- Other Educational Facility
- L Library

Food Stores

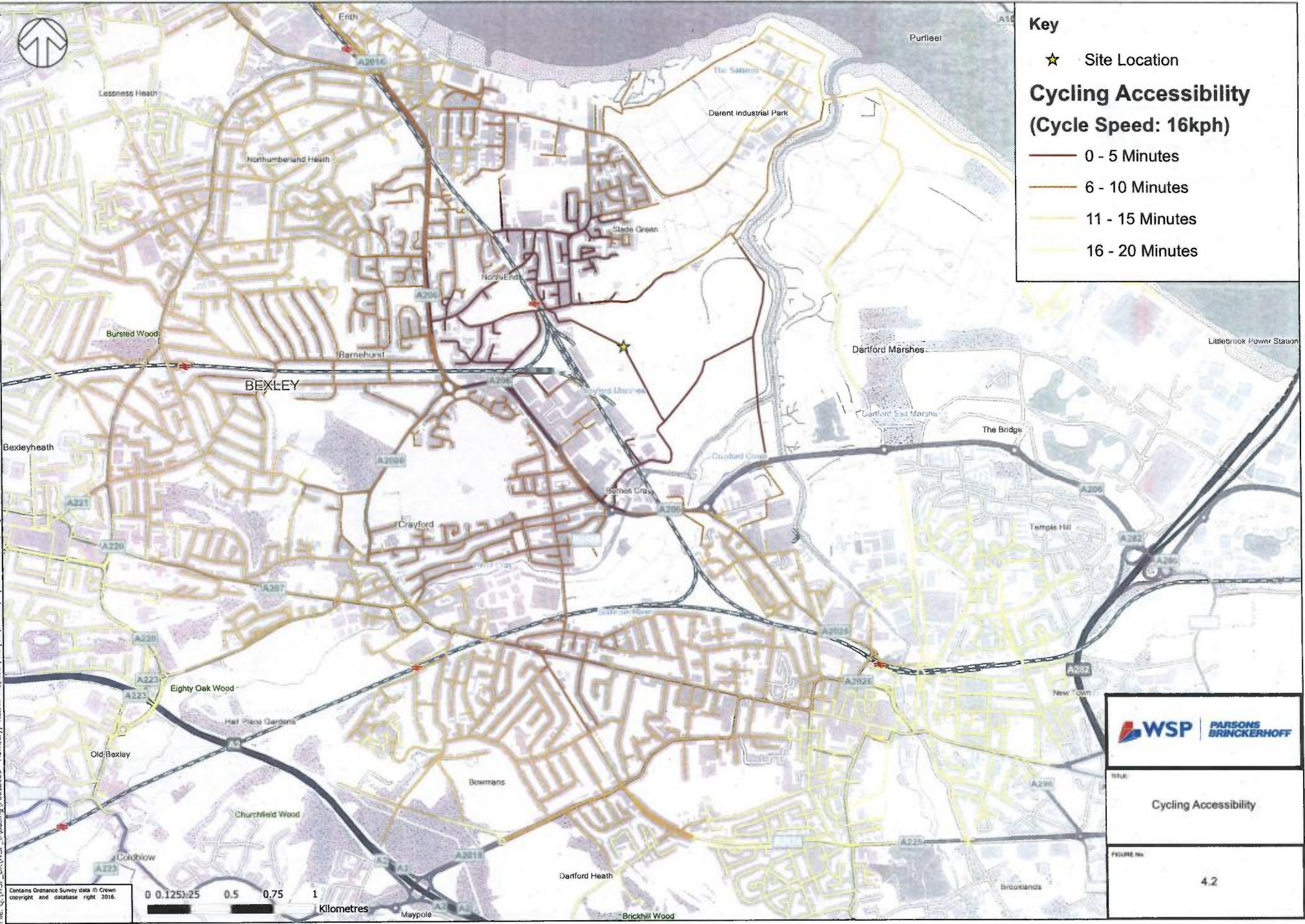
- LONDIS
- MORRISONS
- TESCO
- COSTCUTTER

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TITLE:
Pedestrian Accessibility

FIGURE NO:
4.1



Key

- ★ Site Location

**Cycling Accessibility
(Cycle Speed: 16kph)**

- 0 - 5 Minutes
- 6 - 10 Minutes
- 11 - 15 Minutes
- 16 - 20 Minutes

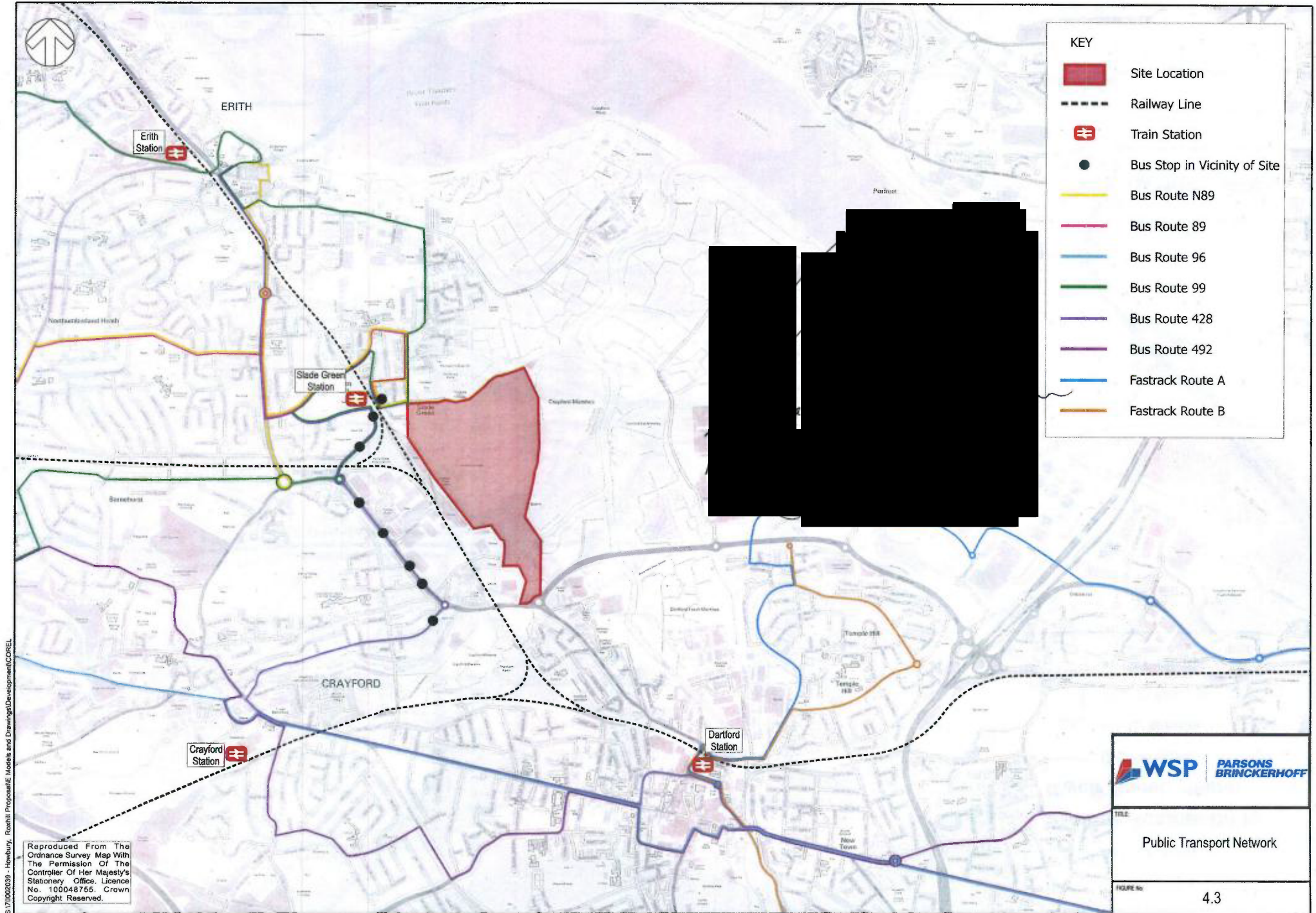
WSP | PARSONS BRINCKERHOFF

TITLE:
Cycling Accessibility

FIGURE No:
4.2

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0 0.125 0.25 0.5 0.75 1
Kilometres



KEY	
	Site Location
	Railway Line
	Train Station
	Bus Stop in Vicinity of Site
	Bus Route N89
	Bus Route 89
	Bus Route 96
	Bus Route 99
	Bus Route 428
	Bus Route 492
	Fastrack Route A
	Fastrack Route B

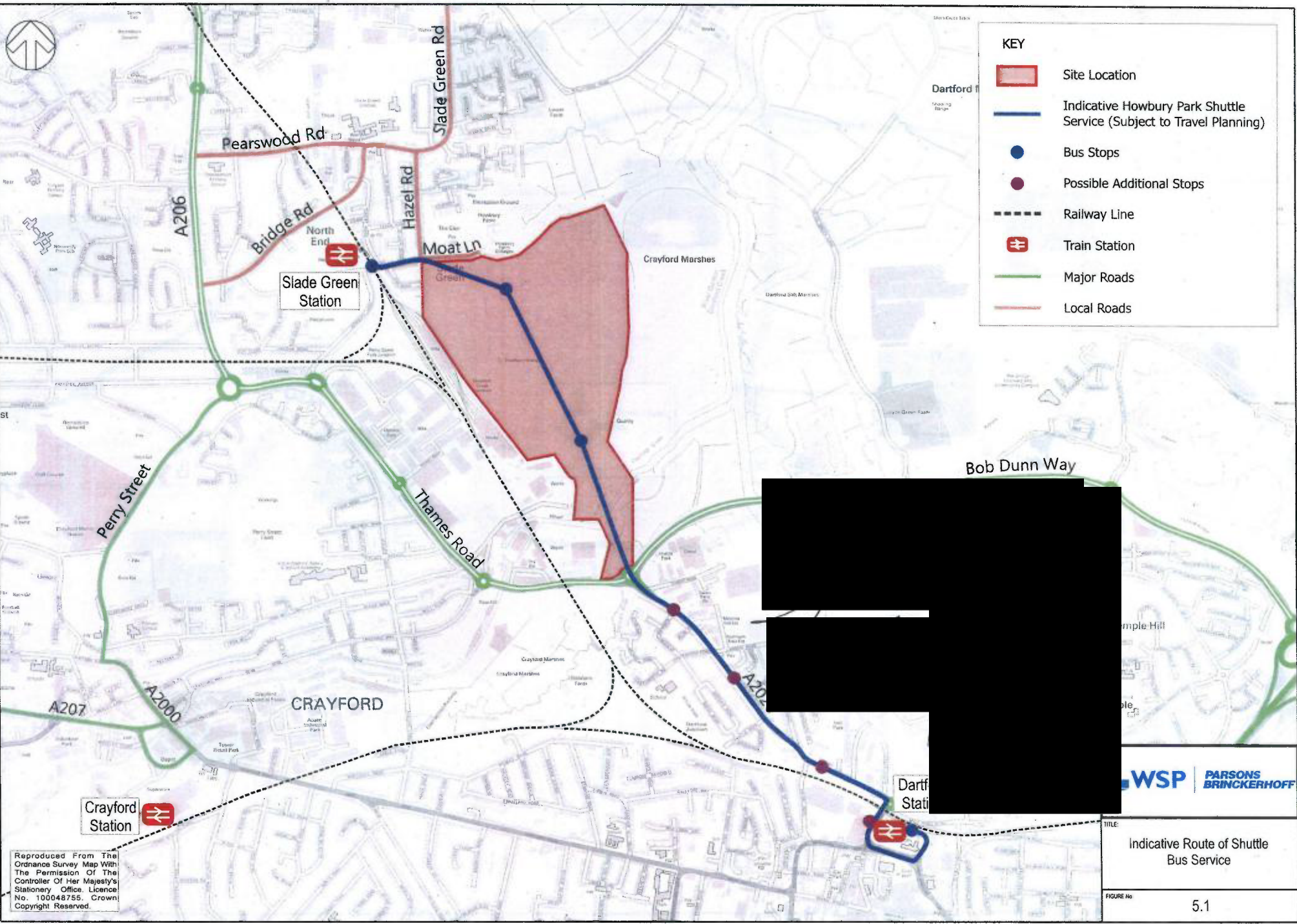
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TITLE:
Public Transport Network

FIGURE No:
4.3



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KEY

- Site Location
- Indicative Howbury Park Shuttle Service (Subject to Travel Planning)
- Bus Stops
- Possible Additional Stops
- Railway Line
- ≡ Train Station
- Major Roads
- Local Roads

WSP **PARSONS BRINCKERHOFF**

TITLE:
Indicative Route of Shuttle Bus Service

FIGURE No
5.1

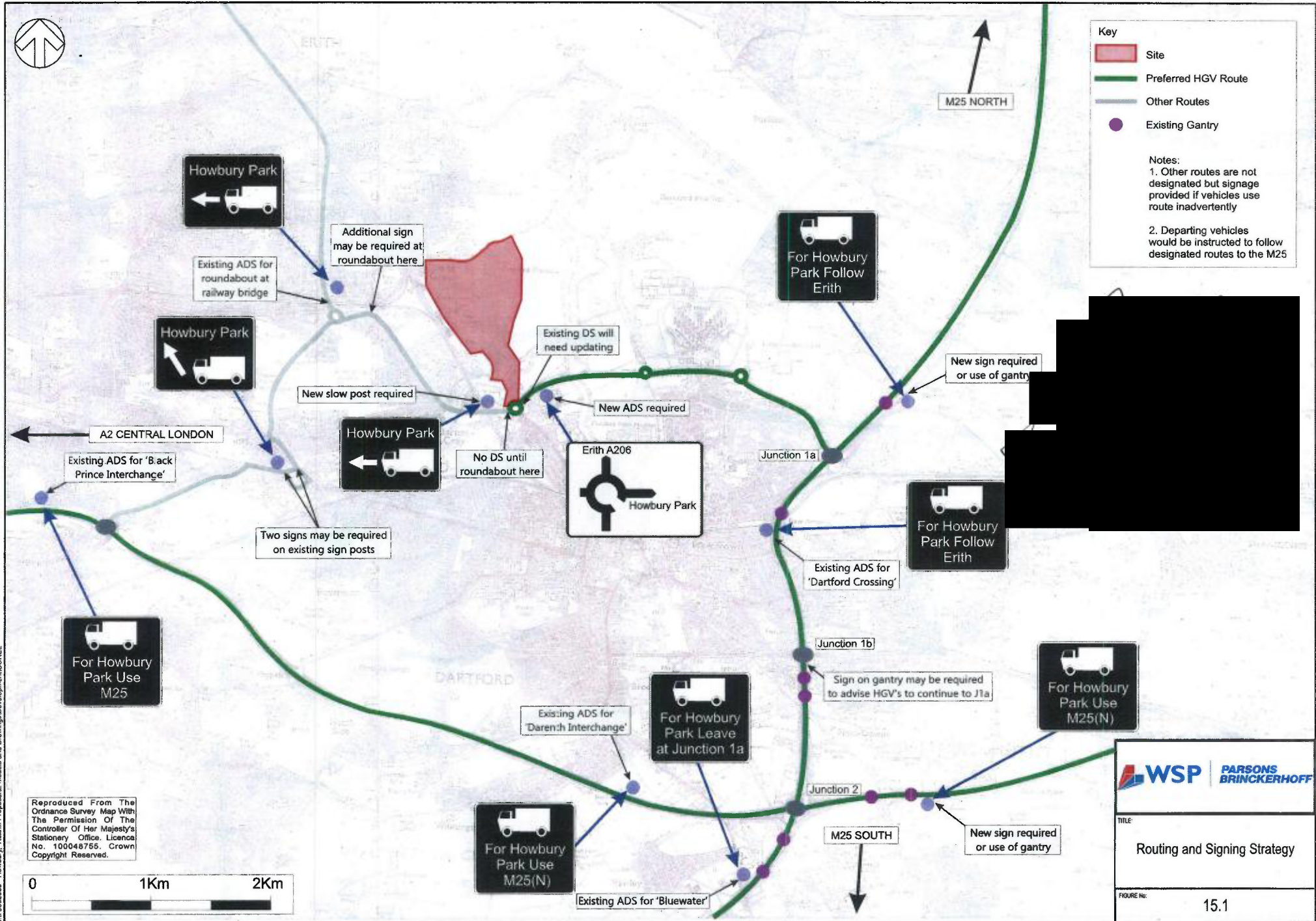


Key

- Site
- Preferred HGV Route
- Other Routes
- Existing Gantry

Notes:

1. Other routes are not designated but signage provided if vehicles use route inadvertently
2. Departing vehicles would be instructed to follow designated routes to the M25



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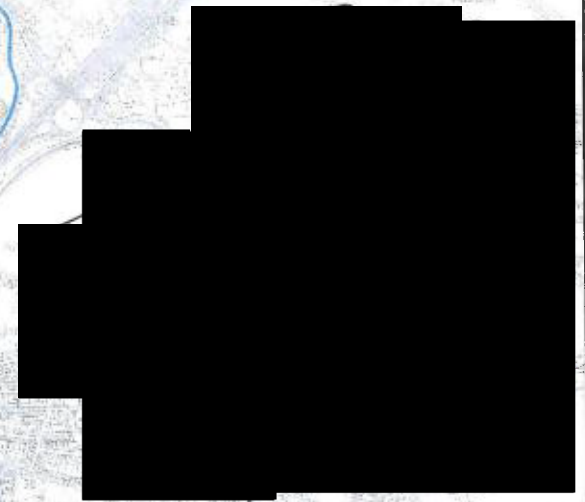
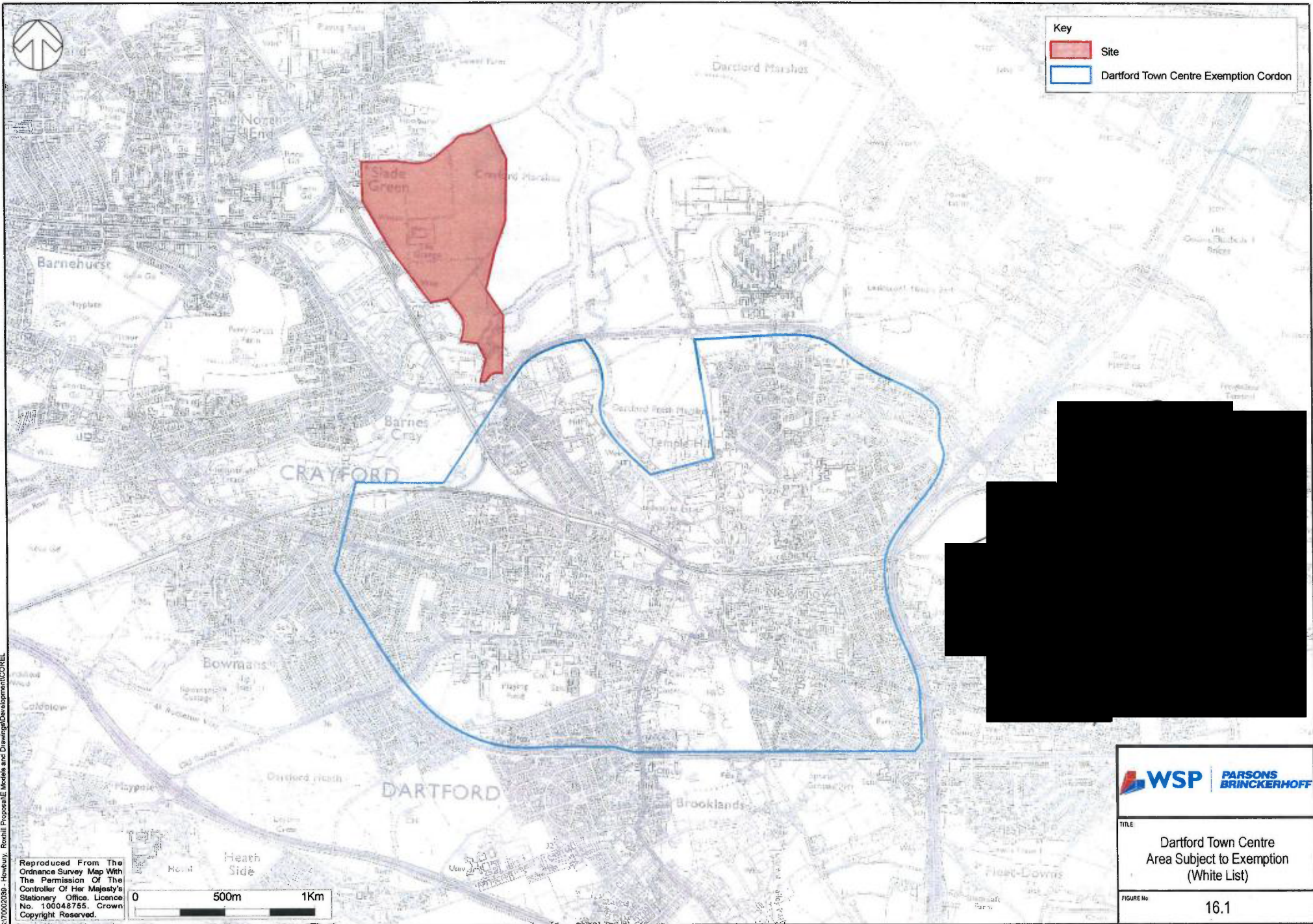
TITLE:	Routing and Signing Strategy
FIGURE No:	15.1

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Key

- Site
- Dartford Town Centre Exemption Cordon



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TITLE Dartford Town Centre Area Subject to Exemption (White List)	
FIGURE No 16.1	

Appendix A

ATTRIBUTE REPORT

ATTrBuTe

Travel plan name	Howbury Strategic Rail Freight Interchange, Roxhill Proposal
Planning application reference number	
Name of travel plan author	Luke Bacon
Email address of travel plan author	luke.bacon@wspgroup.com
Telephone number of travel plan author	
Name of travel plan assessor	Luke Bacon
Job title/role of travel plan assessor	
Plan Type	Local level Framework Travel Plan (occupiers not known)

The development		4/7
Does the framework travel plan include a commitment for occupiers of the site to develop individual travel plans within the context of the overarching plan?	Currently the final occupier is unknown, as such this is a Framework Travel Plan that will be updated to a Full Travel Plan for each occupier by the Travel Plan Coordinator, who will be appointed prior to occupation.	1
Does the travel plan include details of the number of users expected on site (including employees, residents, deliveries and visitors)?	NONE	0
Does the travel plan include... a) a breakdown of the different land uses expected on site? b) details of the size of each type of land use? c) details of how build-out of the development will be phased?	NONE	1
Does the travel plan include... a) full address of the development? b) contact details for the person responsible for preparing the travel plan?	NONE	2
Policy		2/2
Does the travel plan include reference to relevant national, regional and local / borough... a) transport and spatial policy? b) travel planning guidance?	NONE	2
Site assessment		3/3
To what extent does the travel plan clearly describe the accessibility and quality of... a) existing transport networks? b) existing travel initiatives available to all users?	As the site is currently unoccupied there are no existing travel initiatives.	3

Surveys		2/3
Are iTRACE (or TRAVL where specified by the borough)-compliant site user travel surveys proposed?	NONE	1
Are appropriate freight surveys proposed?	NONE	0
Is a baseline modal split (actual trip numbers and percentage of all trips) estimated for the site?	NONE	1
Objectives		3/3
Does the travel plan include objectives which reflect... a) Mayoral policy & strategic guidance? b) local / borough policy and guidance? c) the challenges and opportunities specific to the site?	NONE	3
Targets		2/2
Have interim targets appropriate to the phasing of the development been set?	NONE	1
Are there interim targets linking directly to each objective?	NONE	1
TP Co-ordinator		3/3
Has the framework travel plan co-ordinator.... a) roles and responsibilities been made clear? b) been allocated a sufficient amount of time to spend on the travel plan?	NONE	2
Has a site-wide travel plan co-ordinator been identified or is there agreement upon when a co-ordinator will be in place?	NONE	1
Measures		6/6
To what extent do the interim site-wide measures... a) support the objectives of the travel plan? b) reflect the context of the site?	NONE	3
Is the action plan clear on how and when travel plans will be developed among occupying organisations?	Future Travel Plans will be developed with supervision of the Travel Plan Coordinator.	1
Is an action plan provided which includes... a) short / medium / long term actions? b) timescales and responsibilities?	NONE	2
Monitoring		2/2
Is it clear who is responsible for site-wide monitoring?	NONE	1
Is a clear site-wide monitoring programme that adheres to the standardised approach included?	There will be annual monitoring reports and staff surveys to understand the progress that is made.	1
Securing and enforcement		1/1

Is it clear how the travel plan will be secured?	NONE	1
Funding		3/6
Have funding streams been identified for the site-wide... a) travel plan co-ordinator post? b) measures? c) monitoring programme?	This will be funded by the developer.	3
Has a sufficient budget been set for the site-wide... a) travel plan co-ordinator post? b) measures? c) monitoring programme?	This will be funded by the developer.	0
Total - PASS		31

Appendix B

HIGHWAYS ENGLAND LEAFLET

Dartford Crossing Traffic Safety System

There is a new road layout at the Dartford Crossing

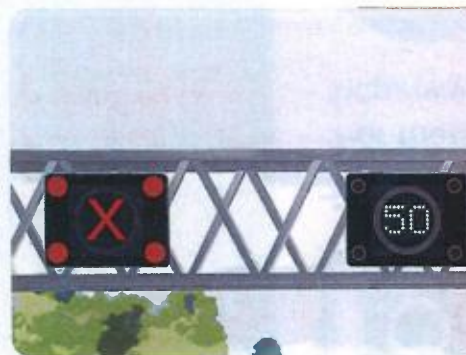


Following the introduction of the Dart Charge in November 2014 there is a new road layout at the Dartford Crossing.

As part of these changes from mid-June 2015 a new traffic safety system will be in use on the A282 (M25) northbound approach to the Dartford tunnels.

The system will identify and stop oversized vehicles or those carrying dangerous goods from entering the tunnels. It will also enable dangerous goods vehicles to be escorted through the tunnels safely and stop traffic in the event of an incident in the tunnels.

This leaflet tells you what to expect and how to drive through the traffic safety system.



Signs on gantries over the carriageway will display variable speed limits to keep traffic flowing safely, dependant on the road conditions at the time.

A **red X** symbol will show that a lane is closed because of an incident or people working on the road. Driving in a lane with a **red X** symbol is dangerous and drivers must **NOT** use it.

Electronic message signs on the approach to the traffic safety system will provide drivers with information relating to road conditions and safety.

Additional electronic message signs will be used in the safety system to give instructions to goods vehicle drivers who have failed to comply with the size and content restrictions of the tunnels.





Traffic signals will be used to stop and direct oversized vehicles, or those carrying dangerous goods that are not approaching the tunnels in the correct lane.

The signals will also be used to stop traffic in the event of a tunnel emergency.

All drivers, regardless of vehicle type, should prepare to stop at a red signal, to enable non-compliant vehicles to be directed away from the Crossing.



Barriers will be used in conjunction with traffic signals to stop vehicles and enforce crossing restrictions when required.

If stopped, drivers should wait until the barrier arm has lifted and for a green signal before proceeding.



Enforcement bodies will operate at the Crossing dealing with drivers who have failed to comply with the restrictions on the approach to the Dartford Tunnels.

Drivers who fail to comply could receive a fine and points on their licence.



Average speed camera enforcement will be in use at the Dartford Crossing.

Drivers should drive at speeds appropriate to the road conditions and must not exceed the variable speed limits displayed.

Red light camera enforcement will also be in use at the traffic signals.

Drivers who exceed the speed limits, or drive through red lights are liable to receive fines and points on their licence.



CCTV operates throughout the Crossing and sends live images to the control room enabling effective incident monitoring and response.


For more information visit <http://www.gov.uk/highways/dartford>


Click here to see a video of how the new traffic safety system will operate

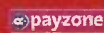
Ways to pay Dart Charge:


You can no longer pay the Dartford Crossing charge at the barriers.

Pay in advance or by midnight the following day.

 www.gov.uk/dart-charge

 0300 300 0120
+44 (0) 300 300 0120

 www.payzone.co.uk/Store-Locator

 by post (in advance only):

Dart Charge Customer Services
PO Box 842,
Leeds LS1 9QF.
Go online to download or call to request a payment form

Drivers who don't pay will face a penalty.

Important information for drivers of goods vehicles

There is a new road layout at the Dartford Crossing.

When travelling northbound towards the tunnels, you must get in the correct lane after Junction 2 and before Junction 1a - you will not be able to change lanes after Junction 1a.

Height restrictions are:

- 4.8m for lanes 1 and 2 (left hand lanes)
- 5.0m for lanes 3 and 4 (right hand lanes)

Vehicles above 4.8m can no longer join the carriageway at Junction 1a.

If you are in the wrong lane you will be stopped, turned around and could receive a fine and points on your driving licence.

*Approach to J1a travelling
northbound on the A282*

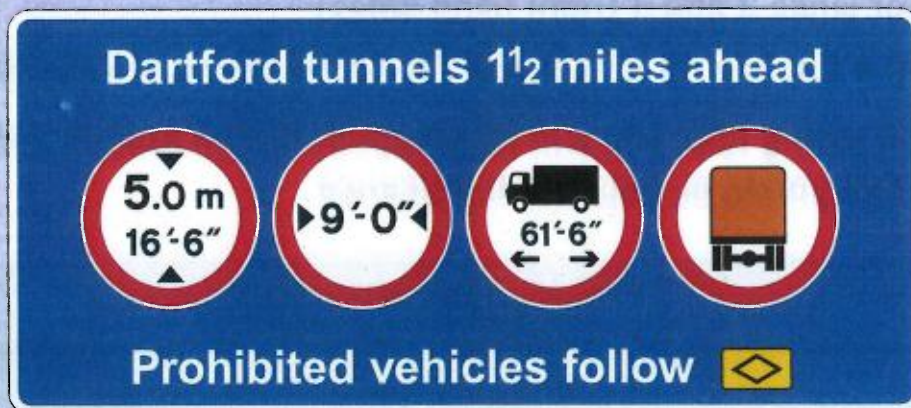


Important advice for drivers carrying hazardous goods or abnormal loads

If you are carrying hazardous goods or abnormal loads you must report to the vehicle marshalling area to be checked before using the tunnel.



Vehicles transporting hazardous goods, or those which exceed the size restrictions shown below **must exit at Junction 1a** and follow the 'hollow diamond' symbol to the vehicle marshalling area, to be checked before using the tunnels.



If you fail to comply you could receive a fine and points on your driving licence.

Ways to pay Dart Charge:

You can no longer pay the Dartford Crossing charge at the barriers.

Pay in advance or by midnight the following day.



www.gov.uk/dart-charge



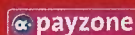
by post (in advance only):

Dart Charge Customer Services
PO Box 842,
Leeds LS1 9QF.
Go online to download or call
to request a payment form



0300 300 0120

+44 (0) 300 300 0120



www.payzone.co.uk/
Store-Locator

Drivers who don't pay will face a penalty.

THE FIFTH SCHEDULE
LBB's OBLIGATIONS

LBB hereby covenant with the Owners as follows:

1. Noise Mitigation

1.1 To apply the Noise Mitigation Contribution solely for the provision of noise insulation measures for the Moat Lane and Leycroft Gardens Properties and for no other purpose whatsoever.

2. Bus Stops Contribution

2.1 To ensure that the Bus Stops Contribution is used solely for the provision of enhancements to the bus stops on Forest Road, Whitehall Lane, Hazel Road and/or Howbury Lane and for no other purpose whatsoever.

3. Legible London Signage Contribution

3.1 To ensure that the Legible London Signage Contribution is used solely for the installation of map based signage at Slade Green Station and finger post signs to enable pedestrians and cyclists to navigate to the Development and for no other purpose whatsoever.

4. Transport Management Plan and Travel Plan Fund

4.1 To ensure that the Transport Management Plan Monitoring Contribution is used solely to monitor the obligations of the Transport Management Plan Manager appointed pursuant to paragraph 1.2 d) of the Fourth Schedule and for no other purpose whatsoever.

4.2 Upon receipt from the Owners to make the Travel Plan Fund solely available to the Steering Group to fund any of the Sustainable Travel Measures or any such other measures the Steering Group considers will assist in achieving more sustainable travel and in the event that the whole of the Travel Plan Fund for any year has not been drawn by the Steering Group then any undrawn monies shall be carried forward and available to be drawn on by the Steering Group at any time (subject to paragraph 6.2 below).

5. Marshes Management

5.1 If LBB serves a notice pursuant to paragraph 3.1 of the Third Schedule and (acting reasonably) considers that the Marshes Management Company has failed to carry out the requisite works to its satisfaction within the time period specified in the notice LBB hereby agrees to observe and perform the provisions of paragraph 3.2

6. **Use of Contributions**

- 6.1 Upon request from the Owners (such requests not to be made more than once in any 12 month period) to provide the Owners with a statement containing reasonable details of the expenditure by LBB of such of the Contributions paid to LBB pursuant to this Deed
- 6.2 In the event that any Contributions paid to LBB under this Deed by the Owners have not been spent or committed to the specific purposes identified in the Schedules above for which each of them were paid within ten years of the date of final payment they shall in each case be repaid to the Owners by whom they were paid together with accrued interest thereon within 28 days of the expiry of the relevant five year period.

This document is executed as a deed and delivered on the date stated at the beginning of this document.

SIGNED as a DEED by)

COLIN MACHLACHLAN RUSSELL STONEHAM)

in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

MAUR STONEHAM

Co. Director

SIGNED as a DEED by

DESMOND JOHN RUSSELL STONEHAM

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

ELIZABETH HARRISON

P.A.

SIGNED as a DEED by)

JOHN RUSSELL STONEHAM)

in the presence of:)

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

NETER AVIA HOWELL DAVIES.

RETIRED COMPANY DIRECTOR.

EXECUTED as a DEED on behalf of
BEXLEY LAND RESTORATION LIMITED
acting by:

)
)
)



Director

~~Director~~/Secretary



SIGNED as a DEED by **HOWBURY PARK GP**
LIMITED acting by a director in the presence of:

)
)



A J Hollinshead
Finance Director

Witness Signature:

.....

Witness Name (in BLOCK CAPITALS)

.....



dge

Witness Address:

.....



Witness Occupation:

.....

P.A.

SIGNED as a DEED by **HOWBURY PARK SPV**)
LIMITED acting by a director in the presence of:)

AJ Hollinshead
Finance Director
.....
.....

Witness Signature:

.....
.....

Witness Name (in BLOCK CAPITALS)

..... Dawn Judge

Witness Address:

.....
.....
.....
.....
.....

Witness Occupation:

..... P.A.

THE COMMON SEAL of **THE MAYOR AND**)
BURGESSES OF THE LONDON BOROUGH)
OF BEXLEY was affixed to this Deed)
in the presence of:)



Assistant Director (Legal Services)

.....
.....

..... Deputy Director Corporate Services

Assistant Director (Technical & Exchequer)

.....
.....
.....

Deputy Director Communities, Libraries & Leisure Parks

Appendix 7: Annex 5
Andover s106 Agreement

DATED 19th March 2010

TEST VALLEY BOROUGH COUNCIL (1)

and

HAMPSHIRE COUNTY COUNCIL (2)

and

GOODMAN MANAGEMENT (JERSEY) LIMITED (3)

and

**LADY OLIVIA ANN CLARK
JOHN HAYDON JACKSON AND (4)
DUNCAN ALAN CLARK**

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

**DEED OF PLANNING OBLIGATION pursuant to
Section 106 of the Town and Country Planning Act 1990
relating to the development of land at the Andover
Airfield, Andover, Hampshire**

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Annex 11 Andover Distribution Site Detailed Location and De-Restricted Zone.....

19th March

THIS DEED OF PLANNING OBLIGATION BY DEED is dated [] 2010 BETWEEN:

- (1) **TEST VALLEY BOROUGH COUNCIL** of Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ (the "**Borough Council**");
- (2) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ (the "**County Council**");
- (3) **GOODMAN MANAGEMENT (JERSEY) LIMITED** (incorporated in Jersey) (registered number 97120) of 13 Castle Street, St Helier JE4 5UT (the "**Owner**");
- (4) **LADY OLIVIA ANN CLARK** of Redenham Park, Redenham, Andover, Hampshire SP11 9AQ and **JOHN HAYDON JACKSON** of The Old Mill Accountancy, The Old Mill, Park Road, Shepton Mallet, Somerset BA4 5BS and **DUNCAN ALAN CLARK** of Glebe House, Braxted Road, Kelvedon, Colchester, Essex CO5 9BS ("the **Second Owner**").

WHEREAS:

- (1) The Owner has the freehold interest in part of the Site registered at the Land Registry under Title No. HP676565.
- (2) The Second Owner has the freehold interest in part of the Site registered at the Land Registry under Title No. HP580836.
- (3) The Borough Council is the local planning authority for the purposes of Section 106 of the Act for the area within which the Site is situated.
- (4) The County Council is also a local planning authority for the purposes of Section 106 of the Act for the area within which the Site is situated and is the highway authority for Hampshire (save for motorways, trunk roads and special roads).
- (5) On 18 November 2009, the Application was submitted to the Borough Council to develop the Site for the purposes and in the manner described in the Application.
- (6) In the event of the Permission being granted pursuant to the Application and having regard to the provisions of the Local Plan and to all other material considerations the Borough Council wishes to make provision for regulating the Development and securing the matters herein after referred to which are required in order to enable the Development to go ahead.
- (7) At a meeting of the Borough Council's Planning Control Committee held on 28 January 2010 it was resolved that subject to the completion of the Deed the Permission should be granted.
- (8) Nothing in this Deed shall be taken to be or shall operate so as to fetter or prejudice the Borough Council's or the County Council's statutory rights powers remedies discretions and responsibilities.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1 Interpretation

1.1 In this Deed, unless the context otherwise requires:

“A338 Restriction Bond” means a bond in the form set out at Appendix 2 to secure payment of the A338 Restriction Contribution namely the sum of Fifty Thousand Pounds (£50,000) (Index Linked);

“A338 Restriction Contribution” means the sum of Fifty Thousand Pounds (£50,000) (Index Linked) to be used by the County Council towards the design and construction of highway improvement works (including consultation costs) on the A338 and/or in the parish of Shipton Bellinger in Hampshire;

“A338 Restriction Limit” means a maximum of 7 No. A338 Restriction HCV Movements per hour beginning on the hour on the A338 within that part of Hampshire indicated in purple on the Local Delivery Plan and for the avoidance of doubt shall comprise the aggregate number of HCV movements in any such one hour whether any such HCV is travelling north or south from the Site;

“A338 Restriction HCV Movement” means a movement of any HCV on the A338 within Hampshire as indicated in purple on the Local Delivery Plan where such HCV is on a journey to and from the Site PROVIDED THAT such HCV is travelling to or from the Site directly from the A338;

“A338 Restriction Monitoring Equipment” means a mobile automatic number plate recognition camera which will read all number plates and cross check against all number plates of vehicles entering or leaving the Site;

“the Act” means the Town and Country Planning Act 1990 as amended;

“Alternative Road Infrastructure Scheme” means the highway improvement works shown in principle on drawing numbers HHT91271A/1083.2/003/A and HHT 91271A/1083.2/004/A annexed at Annex 9;

“Andover Town Access Plan”	means the draft supplementary planning document dated October 2008 jointly prepared by Test Valley Borough Council and Hampshire County Council which sets out a range of transport and access improvements within the town of Andover including any amendment revision or replacement thereof;
“Andover Vehicle Identification Report”	means the report prepared by Capita Symonds for Goodman Logistics Developments (UK) Limited for the proposed development of Andover Airfield dated February 2008 annexed hereto at Appendix 6;
“Application”	means the application for planning permission submitted to the Borough Council by Goodman for development of the Site and bearing reference number 09/02392/OUTN;
“Approval of Reserved Matters”	means a reserved matters approval pursuant to an application under Section 92 of the Act as required by a condition of the Permission;
“ANPR System”	means an Automatic Number Plate Recognition System for the purposes of monitoring two classes of vehicles namely: <ul style="list-style-type: none"> (i) HCVs accessing or egressing the Site via any of the Barred Routes; (ii) All motor vehicles accessing or egressing the Site via Monxton Road; and for monitoring the HCV Demand Management System;
“ANPR Maintenance Sum”	means a sum agreed between the County Council and the Owner to be used by the County Council for the purpose of maintaining or replacing the ANPR Works;
“ANPR Monitoring Sum”	means a sum agreed between the Owner and the County Council to be used by the County Council for the purpose of monitoring the ANPR System;
“ANPR Works”	means the works to the public highway necessary to implement the approved

ANPR System together with such works on the Site related to the ANPR System as may be required by the County Council;

“B3048 Monitoring Equipment”

means a mobile automatic number plate recognition camera on the B3048 which will read all number plates and cross check against all number plates of vehicles entering or leaving the Site;

“Barred Routes”

means any or all of the following highways:

- (i) A3057 south of the A303
- (ii) A342 north of the A303
- (iii) A343 north and south of the A303
- (iv) B3402 north of the A303
- (v) B3048 north of the A303
- (vi) C43 Monxton Road

as indicated in orange on the Local Delivery Plan within the Local Delivery Area;

“Barred Route Contribution”

means a contribution in the sum of Five Hundred Pounds (£500) (Index Linked) to be used by the County Council towards the objectives of the Andover Town Access Plan and any other costs incurred by the County Council in the design and construction (including consultation costs) of any other highway improvement works and/or traffic management schemes and/or passenger transport infrastructure or facilities which the County Council determines will contribute to the improvement of highway conditions on parts of the network affected by the Development and payable by the Owner in accordance with Schedule 6 Part IV E paragraph 1 in respect of each and every breach of Schedule 6 Part IV E paragraph 2;

“Barred Route Contributions and Monxton Road Access Contributions Bond”

means a bond in the form set out at Appendix 3 to secure payment of any Barred Route Contributions and Monxton Road Access Contributions arising under

		this Deed;
“BREEAM Assessment Very Good Standard”		means in relation to any Building the Very Good Standard specified in the Building Research Establishment’s Environmental Assessment Methodology appropriate to that Building at the date hereof or in relation to any Building to which the Bespoke Standard is appropriate the Very Good Standard as identified from time to time by the Building Research Assessment Methodology in relation to that Building;
“Building”		means a building forming part of the Development;
“Commencement of Development”		means the commencement of Development by the carrying out of a Material Operation on the Site and the expressions “Commence” and “Commencement” shall be construed accordingly;
“Commencement of Construction”		means the commencement of the formation of any trench or driving of any pile for the foundations of any Building;
“Community Land”		means an area of land within the land shown within the area described as Plot 1 on the Framework Plan measuring not less than 0.5 hectares suitable for use for Community Purposes and identified in accordance with the provisions of Schedule 2;
“Community Purposes”		means any use falling within Classes A1, A3, A4 and D1 of the Town and Country Planning (Use Classes) Order 1987;
“Construction Apprenticeship Scheme”		means a scheme to deliver measures to promote local training initiatives which shall include: <ul style="list-style-type: none"> (i) training in skills relevant to the construction of the Development (ii) training to a minimum standard of NVQ level 2 or equivalent (iii) availability of training to be advertised in local press, schools and colleges

(iv) availability of training notified to local training providers and colleges

(v) payment of fees incurred by trainees in attending approved training courses; and

(vi) offering apprenticeship to applicants completing approved training courses;

“Contribution” means any financial contribution payable under this Deed and the Site Travel Plan Secured Amount;

“Date of Payment” means in relation to any Contribution or payment the date upon which such Contribution or payment is due to be paid;

“Deed” means this deed of planning obligation;

“Development” means the development permitted by the Permission;

“Framework Plan” means drawing 14961/A1/461 annexed at Annex 5;

“HCV Contravention” means more than 85 No. HCVs leaving the Site in any one hour beginning on the hour and “HCV Contraventions” shall be construed accordingly;

“HCV Demand Management System” means a dedicated traffic lane within the Site Access Road for HCVs leaving the Site as shown in principle on the HCV Demand Management System Drawing the details and specification of which shall be approved by the Borough Council in consultation with the County Council and the Highways Agency prior to Commencement of the Development and which shall include a traffic signal phasing system whereby no more than 85 No. HCVs shall be allowed to leave the Site in any one hour beginning on the hour and other than at staggered intervals and a height restriction barrier on the south-east bound (egress) carriageway of the Site Access Road and including a system for enabling ready monitoring by the Borough Council

of the flow of HCVs as they leave the Site;

“HCV Demand Management System Drawing” means drawing number 06-0272 209 annexed at Annex 10;

“HCV Visitor Vehicle” means a HCV which is not based at or regularly making a collection or delivery at the Site associated with the day to day operation of any business carried out at any premises situated within the Site or owned or controlled by the owner lessee or occupier of any such premises;

“HCV White List” means an electronic register of HCVs travelling to and from the Site making Local Deliveries within the Local Delivery Area or a PSV or Royal Mail or parcel delivery vehicle or HCV Visitor Vehicle within the definition of HCV White List Vehicle produced and maintained by the Owner which list shall be updated by the Owner within five Working Days for each and every such journey taken by any HCV White List Vehicle;

“HCV White List Vehicle” and “HCV White List Vehicles” means:

- (i) a HCV travelling to or from the Site making a Local Delivery; and
- (ii) a PSV or Royal Mail or parcel delivery vehicle (provided such Royal Mail or parcel delivery vehicle is not based at the Site or associated with the day to day operation of any business carried out at any premises situated within the Site or owned or controlled by the owner lessee or occupier of any such premises); and

(iii) a HCV Visitor Vehicle

the details of which are in each case entered on the HCV White List and for the avoidance of doubt no vehicle shall be construed as being a HCV White List Vehicle unless such vehicle is registered on the HCV White List within five Working

	Days following the date the relevant journey is undertaken;
“Heavy Commercial Vehicle” or “HCV”	means any goods vehicle which has an operating weight exceeding 7.5 tonnes within the meaning of the Road Traffic Regulation Act 1984 Section 138;
“Highway Contribution”	means the sum of Two Million Pounds (£2,000,000) (Index Linked) to be used by the County Council towards the objectives of the Andover Town Access Plan and towards any other costs incurred by the County Council in the design and construction (including consultation costs) of any other highway improvement works and/or traffic management schemes and/or passenger transport infrastructure or facilities which the County Council determines will contribute to the improvement of highway conditions on the part of the network directly affected by the Development;
“Highway Works”	means major improvement to Monxton Road and 100 Acre Corner Roundabout including a new 3 lane vehicular bridge over the A303 (T) to create a signalised gyratory linking Monxton Road and the A303 (T) and the A342 and the A343 and Weyhill Road in association with the Site Access Road and comprehensive pedestrian and cycle improvement throughout including a cycle track connection to the existing route on the A342 Weyhill Road plus ANPR equipment on both sides of the Site Access Road and on both sides of the carriageway of the A342, the A343, the B3402, Monxton Road and the A3057 at such locations as the County Council may require as shown in principle on the Highway Works Drawing;
“Highway Works Drawing”	means drawing no 06-0272-102 Rev R annexed at Annex 8;
“Index”	means Index A or Index B as appropriate;
“Index A”	means the Smooth All-in Road Construction Tender Price Index (RCTPI)

	1995 Series;
“Index B”	means the All Items Retail Price Index (RPI) published by the Office for National Statistics;
“Index Linked”	means index linked in accordance with Clause 7;
“Landscape Masterplan”	means the Landscape Masterplan (Drawing No. 020) prepared by Barry Chin Associates submitted with the Application and approved by the Borough Council annexed at Annex 2;
“Landscaping Scheme”	means a landscaping scheme and landscaping management plan for the purposes of both screening and providing a setting for the Development (prepared in accordance with the Landscape Masterplan, Landscape Sections and Soft Landscaping Proposals which accompany the Application) which shall be submitted to and approved in writing by the Borough Council in accordance with the terms of this Deed;
“Landscape Sections”	means the Landscape Sections prepared by Barry Chin Associates numbered 02 Rev F submitted with the Application and approved by the Borough Council;
“Local Delivery” and “Local Deliveries”	means any delivery or collection by a HCV to and from the Site only within the Local Delivery Area and for the avoidance of doubt any journey by a HCV which does not have an origin or destination within the Local Delivery Area other than the Site shall not be a Local Delivery;
“Local Delivery Area”	means that area shown coloured beige on the Local Delivery Plan;
“Local Delivery Plan”	means the drawing annexed at Annex 3 and marked “Local Delivery Plan”;
“Local Plan”	means the Test Valley Local Plan 2006;
“Lorry Routing Requirements”	means a scheme to prohibit the use of HCVs serving the Development on the

following highways:

- (i) A3057 south of the A303;
- (ii) A342 north of the A303;
- (iii) A343 north and south of the A303;
- (iv) Monxton Road;
- (v) B3402 north of the A303;
- (vi) B3048 north of the A303

as shown on the Lorry Routing Requirements Drawing and the Local Delivery Plan;

“Lorry Routing Requirements Drawing” means Capital Symonds drawing titled “Andover Distribution Site Detailed Location and De-Restricted Zone” annexed at Annex 11;

“Lorry Routing Requirements Scheme” means the routes shown in orange on the Local Delivery Plan and as indicated on the Lorry Routing Requirements Drawing (which drawing indicates in principle the camera points of the ANPR System) the HCV Demand Management System Drawing and as outlined in the Andover Vehicle Identification Report;

“Marketing Strategy” means a marketing strategy including the reasonable methods to be used in accordance with normal marketing practice to identify the likely level of demand for the uses to be marketed and to ensure that potentially interested parties are, so far as practicable, made aware of the availability of land for those uses;

“Master Plan” means drawing 14961/A1/460 annexed at Annex 4;

“Material Operation” means any operation as defined in section 56(4) of the Act, but not including the following operations:

- (i) enabling earthworks and major earthworks

- (ii) archaeological investigation
- (iii) the erection of fences and hoardings
- (iv) demolition
- (v) remediation
- (vi) site clearance
- (vii) the laying of services
- (viii) site preparation
- (ix) the relocation of electricity pylons and related structures
- (x) grassland relocation

and for the purposes of Part A of Part IV of Schedule 6 shall not include:

- (i) piling
- (ii) reinforced concrete construction
- (iii) road and pavement construction
- (iv) drainage work;

“Monxton Road Contribution”	Access	means a sum of Fifty Pounds (£50) (Index Linked) to be used by the County Council towards costs incurred by the County Council in the design and construction (including consultation costs) of highway improvement works and/or traffic management schemes and/or passenger transport infrastructure or facilities in the parishes of Amport Monxton or Grateley and/or the objectives of the Andover Town Access Plan which the County Council determines will contribute to the improvement of highway conditions on parts of the network directly affected by the Development;
“Non HCV White List”		means an electronic register of Non HCV White List Vehicles produced and maintained by the Owner;
“Non HCV White List Vehicle” and “Non HCV White List		means a vehicle where the registered keeper or lessee of the vehicle resides within the

Vehicles”

parish of Amport, Monxton or Grateley and shall also include where agreed by the County Council any motor vehicle (other than a HCV) with a legitimate stopping off point within Amport, Monxton or Grateley plus non HCV Visitor Vehicles of visitors to the Site where such visitors are not the employees or contractors of the owner lessee or occupier of any premises situated within the Site or regularly associated with the day to day operation of any business carried on at premises situated within the Site which list shall be updated by the Owner as and when required and for the avoidance of doubt no vehicle shall be construed as being a Non HCV White List Vehicle whether or not the registered keeper or lessee of such vehicle resides within the parish of Amport Monxton or Grateley unless such vehicle is registered on the Non HCV White List as a Non HCV White List Vehicle within five Working Days following the date the relevant journey is undertaken;

“Occupy”

means to first occupy or cause or permit occupation of any Building for any use for which the Building is designed other than occupation for the purposes of construction fitting out security or marketing and **“Occupation”** shall be construed accordingly;

“Off Site Noise Mitigation Fencing”

means off site noise mitigation fencing substantially in accordance with the recommendations set out in the Vanguardia Acoustic Report dated October 2008 (a copy of which is annexed hereto at Annex 6) and the details approved by the Borough Council pursuant to Part II of Schedule 8;

“Off Site Public Art”

means public art to be provided by the Borough Council including improvements to civic space within the locality of the Site;

“On Site Public Art”

means public art to be provided by the Borough Council within an area or areas of open space within the Site;

“Permission”

means the planning permission to be granted pursuant to the Application incorporating the drawings listed and

	subject to the conditions in the form of the draft set out in Appendix 1;
“Planning Obligations”	means the Planning Obligations set out in the Schedules to this Deed;
“Plot”	means a part of the Site identified as a development plot on the Framework Plan;
“Plot Travel Plan Co-ordinator”	means the person appointed by the occupier of any Plot to carry out the role of individual plot travel plan co-ordinator in accordance with the requirements of the Site Travel Plan;
“PSV”	means a public service vehicle within the meaning of the Public Passenger Vehicles Act 1981;
“Public Art”	means both the Off Site Public Art and the On Site Public Art;
“Public Art Contribution”	means the sum of One Hundred Thousand Pounds (£100,000) (Index Linked) towards the costs of procuring the design and construction of the Off Site Public Art and a further One Hundred Thousand Pounds (£100,000) (Index Linked) towards the costs of procuring the design and construction of the On Site Public Art;
“Quarter Day”	means 31 March 30 June 30 September or 31 December in any calendar year;
“Renewable and /or Zero Carbon Sources”	means those sources identified in the Renewable and Low Carbon Energy Sustainability Report submitted with the Application or such other sources as may be agreed between the Owner and the Borough Council;
“Section 278 Agreement”	means an agreement made under inter alia Section 278/38 of the Highways Act 1980;
“Site”	means the land shown edged red on the Site Plan;
“Site Access Road”	means the access to the Site from the existing Monxton Road roundabout or from the Highway Works;

- “Site Plan”** means the site plan drawing number 14961/A1/180A annexed to this Deed at Annex 1 and marked “Site Plan”;
- “Site Travel Plan”** means the travel plan prepared by Lawrence Walker Limited for Goodman Developments Limited for the proposed development of Andover Airfield annexed hereto at Appendix 4 dated October 2009 or such other alternative revisions agreed between the Owner and the County Council from time to time;
- “Site Travel Plan Annual Budget”** means the annual budget for expenditure in relation to the Site Travel Plan for each year the first such year commencing on the date of Commencement of the Development and expiring on the day before the first anniversary of such date and each subsequent year commencing on the anniversary of such date;
- “Site Travel Plan Approval Contribution”** means the sum of Three Thousand Pounds (£3,000) in respect of approval of the Site Travel Plan;
- “Site Travel Plan Co-ordinator”** means the person appointed by the Owner to carry out the role of site-wide travel plan co-ordinator in accordance with Section 5 paragraph 5.2.2 of the Site Travel Plan and all other requirements of the Site Travel Plan;
- “Site Travel Plan Deposit Account”** means an interest bearing deposit account of the Owner maintained by the Owner designated Site Travel Plan Deposit Account into which the Owner shall pay such sums in relation to the Site Travel Plan as are stipulated in this Deed;
- “Site Travel Plan Escrow Account”** means an interest bearing account of the Owner maintained by the Owner and designated Site Travel Plan Escrow Account into which the Owner shall pay such sums in relation to the Site Travel Plan as are stipulated in this Deed;
- “Site Travel Plan Monitoring Contribution”** means the sum of Fifteen Thousand Pounds (£15,000) in respect of monitoring the Site Travel Plan;

“Site Travel Plan Secured Amount”	means the sum of Four Hundred and Twenty Five Thousand Pounds (£425,000) (Index Linked) to be paid by the Owner into the Site Travel Plan Deposit Account and the Site Travel Plan Escrow Account in accordance with paragraph 3 and 4 of Schedule 6 Part 1 of this Deed;
“Soft Landscaping Proposals”	means the Soft Landscaping Proposals (Revision D dated January 2007) prepared by Barry Chin Associates (incorporating the Soil Investigation Report and Soil Management Specification for Landscape Bunds both prepared by Tim O’Hare Associates) submitted with the Application and approved by the Borough Council;
“Sound Insulation”	means acoustically specified glazing units and either acoustically treated trickle vents or mechanical ventilation as may be appropriate for the property in which it is to be installed;
“Training and Development Contribution”	means the sum of Five Hundred Thousand Pounds (£500,000) (Index Linked) towards the costs to be incurred by the Borough Council in the provision of training and development and the employment of a Training and Development Co-ordinator;
“Training and Development Coordinator”	means a person employed by the Borough Council to coordinate training and development for the local labour market;
“Trigger Point”	means any date or stage of the Development which gives effect to an obligation under this Deed on the part of the Owner to the Borough Council or County Council;
“Working Day”	means any day Monday to Friday inclusive excluding Bank Holidays.

- 1.2 In this Deed, where the context so requires and except where expressly stated:
- 1.2.1 the singular includes the plural;
- 1.2.2 references to the Owner and the Second Owner include their successors in title and assigns;

- 1.2.3 references to the Borough Council and the County Council shall include any successor to their statutory functions;
- 1.2.4 where a party includes more than one person, any obligations of that party will be joint and several;
- 1.2.5 references to Recitals Clauses Schedules Parts of Schedules Paragraphs and Appendices and Annexures are references to Recitals Clauses in and Schedules Parts of Schedules Paragraphs Appendices and Annexures to this Deed;
- 1.2.6 references in any part of the Schedules to Paragraphs are references to paragraphs in that part of that Schedule;
- 1.2.7 the headings and sub-headings in this Deed are for convenience only and shall not be taken into account in the construction and interpretation thereof;
- 1.2.8 references to the doing or taking of any action shall include causing or permitting such action to be done or taken; and
- 1.2.9 any covenant in this Deed by which the relevant party is not to do an act shall be construed as if it were a covenant not to do or permit or suffer such an act to be done.

2 Legal Effect

- 2.1 This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 Sections 2, 3 and 4 of the Local Government Act 2000 and where appropriate Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers to the intent that it will bind the Owner and the Second Owner and their successors in title to each and every part of the Site and their assigns as provided in those sections.
- 2.2 The restrictions covenants and obligations of the Owner in this Deed are Planning Obligations for the purposes of Section 106 of the Act and relate to and are jointly and severally binding upon the Owner and its successors in title and assigns and in the case of the obligations referred to in clause 4.1 will be enforceable by the Borough Council and in the case of the obligations referred to in clause 4.2 by the Borough Council and the County Council.
- 2.3 The restrictions covenants and obligations of the Second Owner in this Deed are Planning Obligations for the purposes of Section 106 of the Act and relate to and are jointly and severally binding upon the Second Owner and its successors in title and assigns and in the case of the obligations referred to in clause 4.3 will be enforceable by the Borough Council (but the Second Owner shall have no personal obligation to implement those provisions).
- 2.4 No person will be liable for any breach of this Deed unless they hold an interest in the Site or held such an interest at the date of the breach.
- 2.5 The provisions of this Deed shall have full force and effect on the date of this Deed PROVIDED THAT the obligations contained in the Schedules to this Deed will not take effect until the following conditions precedent have been fulfilled:

- 2.5.1. the Permission has been granted; and
- 2.5.2. Commencement pursuant to the Permission has occurred.
- 2.6 If the Permission expires within the meaning of ss 91, 92, 93 of the Act or is revoked or otherwise withdrawn this Deed will cease to have effect.
- 2.7 Nothing in this Deed will be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission other than the Permission granted (whether or not on appeal) after the date of this Deed.
- 2.8 The Owner will pay the Borough Council's and the County Council's reasonable costs for the preparation and completion of this Deed on the signing of this Deed in the agreed sums of { } and [REDACTED]
- 2.9 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Borough Council or the County Council in the exercise of their functions as Local Planning Authority or any other function and their rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if they were not a party to this Deed.
- 2.10 The obligations contained in this Deed shall not be binding upon any and all statutory undertakers who have as part of their statutory undertaking any interest in the Site nor the mortgagee or chargee of any such persons nor any receiver appointed by a mortgagee or chargee of any such persons.
- 2.11 If any individual Clause or Paragraph in this Deed is subsequently held to be unenforceable by a Court the parties agree that the offending clause or paragraph shall cease to be binding and will be severed from this Deed **PROVIDED HOWEVER THAT** the severing of such a Clause or Paragraph shall not affect the continuing enforceability of the remainder of this Deed.
- 2.12 The Public Art shall at all times be and remain the property of the Borough Council.

3 References to Statute

- 3.1 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall (save for any reference to the Town and Country Planning (Use Classes) Order 1987) include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom.

4 Planning Obligations

- 4.1 The Owner covenants with the Borough Council to observe and perform the Planning Obligations covenants restrictions and agreements on its part contained in Schedules 1 2 3 4 7 and 8.
- 4.2 The Owner covenants jointly and severally with the Borough Council and the County Council to observe and perform the Planning Obligations covenants restrictions and agreements on its part contained in Schedules 5 and 6.

4.3 The Second Owner consents to the completion of this Deed and acknowledges that with effect from the date of this Deed its interest in the Site will be bound by the provisions relating to the woodland planting referred to in paragraph 1(i)(a) of Schedule 1 but the Second Owner will have no personal obligation to implement those provisions.

5 Payment of Contributions

5.1 Payment of any Contribution or other payment required to be made or otherwise due under this Deed shall be made on the following basis:

- (i) upon receipt the Contribution or other payment shall be deposited in an interest bearing account and all such interest (less tax and reasonable administrative costs or fees) is to be credited to that account;
- (ii) the principal and interest in the account shall be applied by the authority receiving payment (the "Payee") towards the purposes specified in the relevant Schedule;
- (iii) if the whole or any part of any Contribution or payment has not been expended or irrevocably committed by the Payee for such purposes at the expiration of a period of ten years from receipt thereof or if later the Date of Payment in each case the unexpended balance together with any interest calculated in accordance with Section 32 of the Land Compensation Act 1961 shall forthwith be repaid to the person who paid the Contribution.

5.2 Where any payment of Contribution or payment has been calculated initially by reference to a forecast or provisional relevant Index then a further adjustment shall be made as and when the final figure for the relevant Index is known and the Owner the Borough Council and the County Council as appropriate shall within 14 days of any written demand make good any under or over payment as appropriate.

6 Reasonableness

6.1 The Borough Council and the County Council hereby agree with the Owner that where in accordance with the provisions of the Schedules any proposals or other matters are submitted to the Borough Council or the County Council for its or their approval or certification ("the Proposals") SAVE when such Proposals require determination as reserved matters approval pursuant to the Permission or any other statutory consent or Section 278 Agreement then the Borough Council or the County Council (as the case may be) shall:

- (i) consider the Proposals and issue its approval or certificate or otherwise within six (6) weeks of the date of submission or during such extended period as may be agreed between the parties in writing ("the Decision Period");
- (ii) not unreasonably withhold its approval or certificate and shall have regard only to relevant planning considerations or other statutory functions in reaching its decision;

- (iii) issue its approval or certificate or otherwise in writing and in the case of a refusal or an approval subject to conditions state the reasons for such decision.

6.2 The parties hereto mutually agree that:

- (i) ANY details of the Proposals required or authorised to be prepared or submitted in accordance with the provisions of this Deed shall be prepared only by suitably qualified consultants;
- (ii) THE fact that any works operations or activities are required or authorised to be carried out in accordance with or in pursuance of any term of this Deed shall not obviate the need to obtain all relevant planning permissions or approvals where by virtue of the Act or any regulations made or having effect thereunder any such permissions or approvals are required to be obtained.

7 Indexation and Late Payment

7.1 All Contributions and other payments or security payable or to be provided pursuant to the Schedule specified in Column 2 of the following table shall be increased or decreased by the percentage by which the Index specified in Column 3 of the said table shall have increased between the base date specified in Column 4 of the said table and the date of payment of each of the Contributions or payment and it is hereby agreed and declared that the Owner may at any time before any Trigger Point pay any Contribution or other payment referred to in this Deed in full provided that such payment is Index Linked in accordance with this sub-clause.

Contributions	Schedule	Index	Base Date
A338 Restriction Bond	Schedule 6 Part V	Index A	1 September 2008
A338 Restriction Contribution	Schedule 6 Part V	Index A	1 September 2008
Barred Route Contribution	Schedule 6 Part IV	Index A	1 September 2008
Barred Route Contributions and Monxton Road Access Contributions Bond	Schedule 6 Part IV	Index A	1 September 2008
Highway Contribution	Schedule 5 Part I	Index A	1 September 2008
Monxton Road Access Contribution	Schedule 6 Part IV	Index A	1 September 2008
Public Art	Schedule 3	Index B	1 December 2008

Contribution			
Site Travel Plan Secured Amount	Schedule 6 Part I	Index B	1 September 2008
Training and Development Contribution	Schedule 7	Index B	1 April 2008

7.2 If any Index specified in Column 3 of the table referred to at Clause 7.1 is rebased or replaced an appropriate alternative index will be substituted by the agreement of the Owner and the Borough Council or the County Council as appropriate. Any dispute concerning that substitution shall be resolved pursuant to Clause 12.

7.3 Where the Contribution or other payment payable under this Deed is not paid in full to the County Council or the Borough Council (as appropriate) on or before the relevant Trigger Point there shall be added to such Contribution or other payment compound interest on such Contribution or other payment calculated at 4% above the National Westminster Bank Base Lending Rate with monthly rests between the relevant Trigger Points and the date of actual payment.

8 Monitoring

8.1 The Owner covenants with the Borough Council and the County Council and each of them that the Owner shall notify the Borough Council and the County Council in writing within 14 days after the occurrence of:

- (i) the date of Commencement; and
- (ii) the date on which any Trigger Point shall have been reached.

9 Notices

9.1 Any notice or other written communication to be served by one party upon another pursuant to the terms of this Deed shall be in writing and shall be deemed to have been validly served if:

- (i) delivered by hand; or
- (ii) sent by prepaid registered or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing

AND any such notice or other written communication to be given by the Borough Council or the County Council shall be deemed valid and effectual if on its face it is signed on behalf of the Borough Council or the County Council by a duly authorised signatory AND in proving any such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the Postal Authority in a first class pre-paid envelope (as appropriate).

10 Covenants by the Borough Council and the County Council

- 10.1 The Borough Council and the County Council covenant with the Owner to observe and perform the obligations and agreements on their part contained in this Deed.
- 10.2 The Borough Council covenants with the Second Owner to observe and perform the obligations and agreements on its part contained in this Deed.
- 10.3 The Borough Council shall issue the Permission as soon as reasonably practicable.
- 10.4 The Borough Council further covenants as follows:
- (i) prior to commissioning the Public Art to obtain the approval of the Owner to the design and location thereof (such approval by the Owner not to be unreasonably withheld or delayed);
 - (ii) to install the Public Art;
 - (iii) to maintain repair and clean the On Site Public Art so as to keep the same in good condition and in the event that the Borough Council does not maintain repair or clean the On Site Public Art and fails to remedy any failure to do so within 28 days from a written notice from the Owner the Owner may carry out such maintenance repair and cleaning and may recover all reasonable costs incurred from the Borough Council PROVIDED THAT the Owner shall make good any damage caused to the On Site Public Art in so doing.

11 No Fetter on Discretion

Nothing in this Deed shall be or shall be construed to be a fetter or restriction on the proper exercise at the time by the Borough Council or the County Council of any of their respective statutory powers functions or discretions in relation to the development or any related matters whether on or off-site or otherwise.

12 Arbitration

- 12.1 Save for matters of construction (which shall be matters for the Courts) and without prejudice to Clause 11 and Clause 2.12 any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Deed will, except as otherwise expressly provided, be referred to the decision of a single independent and fit person holding appropriate professional qualifications experienced in the subject matter of the dispute to be agreed by the parties or failing agreement between them to be nominated by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 12.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to Clause 12.1 above or as to the appropriate professional body within twenty one (21) days after any party

has given to the other party to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 12.1 above then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute or difference in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

13 Restriction on Dealing

- 13.1 The Owner covenants not to dispose of or effect any disposal of any interest in the Site or any part thereof other than to the Borough Council or the County Council unless and until the disponent shall have procured that the disponent of the same shall have entered into and delivered a duly executed and dated Deed of Covenant in the form set out at Appendix 5 to the Borough Council and the County Council such Deed of Covenant to be at the cost and expense of the disponent to observe and perform the Planning Obligations and covenants and restrictions which are not planning obligations pursuant to section 106 of the Act in this Deed mutatis mutandis as if they were an original covenanting party in respect of the Planning Obligations and covenants and restrictions which are not planning obligations pursuant to section 106 of the Act in this Deed entered into by the Owner.
- 13.2 The Parties shall prior to Commencement apply to the Chief Land Registrar in Form RX1 or such other form as may be appropriate from time to time for the entry on the register of title of HP676565 of a restriction as referred to in Schedule 4 to the Land Registration Rules 2003 in the following form; "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number HP676565 or their conveyancer that the provisions of clause 13.1 of a Section 106 Agreement dated [] and made between the Borough Council of Test Valley of Beech Hurst Weyhill Road Andover Hampshire SP10 3AJ (1) Hampshire County Council of The Castle Winchester Hampshire SO23 8UJ (2) Goodman Management (Jersey) Limited of 13 Castle Street St Helier Jersey JE4 5UT and Lady Olivia Ann Clark John Haydon Jackson and Duncan Alan Clark have been complied with."

14 Declaration

It is hereby agreed between the parties that if prior to receipt of any Contribution payable pursuant to the terms of this Deed the Borough Council or the County Council incur any expenditure in providing additional facilities to which it was intended to apply any such Contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including design costs whether in anticipation or as a result of the Development then the Borough Council or the County Council as appropriate may immediately following receipt of such Contribution deduct therefrom a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby agreed that such proportion of any such Contribution shall not be the subject of any requirement to repay or cancel it or any interest accrued thereon pursuant to the

terms of this Deed and that such money shall be and remain the property of the Borough Council and/or the County Council as appropriate and shall not be bound by the terms of this Deed.

15 Indemnity

- 15.1 The Owner covenants to indemnify the Second Owner in respect of any liabilities, actions, demands, proceedings, costs and expenses incurred by the Second Owner arising from this Agreement.
- 15.2 The Owner further covenants with the Second Owner to observe and perform the obligations set out in this Agreement and indemnify the Second Owner in respect of any liabilities, actions, demands, proceedings, costs and expenses incurred by the Second Owner in this Agreement.

16 Registration

- 16.1 This Deed is a local land charge under the Local Land Charges Act 1975 and shall be registered as such.
- 16.2 In accordance with the requirements of the Land Registration Act 2002, the Owner hereby consents to the noting of this Deed in the Charges Register of Title No HP676565.
- 16.3 In accordance with the requirements of the Land Registration Act 2002, the Second Owner hereby consents to the noting of this Deed in the Charges Register of Title No HP580836.

17 Warranty as to Title

- 17.1 The Owner and the Second Owner hereby warrant to the Borough Council and the County Council that the title details referred to in Recitals (1) and (2) are complete and accurate in every respect and that no other person has an interest in the Site otherwise than as disclosed to the Borough Council and the County Council prior to the date of completion of this Deed.

18 Third Party Rights

- 18.1 Nothing herein contained or implied shall give or be construed as giving rights privileges powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

SCHEDULE 1

Landscaping

1. Prior to the Occupation of any Building, to submit to the Borough Council for its approval the Landscaping Scheme which shall include the following matters as provided in policy AND 04.2 of the Local Plan together with the other matters set out below namely:
 - (i) new landscape features including:
 - (a) woodland planting 40 metres wide along the outer north western boundary of the Site;
 - (b) a landscape buffer of between 5 metres and 15 metres wide along the site boundary with A303(T);
 - (c) a landscape belt 5 metres wide (minimum) along the southern boundary of the Site;
 - (d) a landscape corridor 5 metres wide either side of the internal road network;
 - (e) the landscaping within each Plot which is shown on the Framework Plan and the Master Plan or such other landscaping as may be approved in writing by the Borough Council;
 - (ii) arrangements for the future maintenance and management of all such planting; and landscaping;
 - (iii) a programme for the implementation of such planting and landscaping; and
 - (iv) provision for review of the Landscaping Scheme at 5-yearly intervals

and not to Occupy any Building until the Landscaping Scheme has been approved as aforesaid by the Borough Council.

2. To complete all planting and landscaping works approved under the Landscaping Scheme in a proper and workmanlike manner and strictly in accordance with the approved Landscaping Scheme.
3. To implement the Landscaping Scheme in all respects strictly in accordance with the approved programme of implementation and arrangements for future management and maintenance and strictly to abide by and comply with such provisions for review as may be contained in the Landscaping Scheme.
4. To maintain and manage all planting and landscaping carried out in pursuance of the Landscaping Scheme in accordance with the arrangements for future maintenance and management thereof set out in the Landscaping Scheme.

SCHEDULE 2

Community Land

- 1 Prior to the Commencement of the Development to submit to the Borough Council for its approval:
- (i) a plan identifying the precise location and boundaries of the Community Land; and
 - (ii) the Marketing Strategy

and the Development shall not be Commenced until such time (“the Date of Approval”) as such plan and the Marketing Strategy have been approved in writing by the Borough Council.

- 2 Subject to the provisions of paragraph 3 below not at any time to use the Community Land for any purpose other than for the provision of a Building or Buildings for use for Community Purposes or for such other use or uses as may be approved in writing by the Borough Council PROVIDED THAT the Borough Council shall not be required to consider any alternative use or uses for the Community Land unless it is satisfied that the obligation to market the Community Land set out at paragraph 3 below has been fully complied with.

- 3 To continuously market in accordance with the Marketing Strategy the Community Land for the provision of a Building or Buildings for use for Community Purposes from the Date of Approval until the expiration of a period of twelve months from first Occupation of the last Building to be Occupied and to provide to the Borough Council monthly written records of enquiries and offers made and the responses to such offers.

PROVIDED THAT the marketing obligation shall cease before the expiration of the period hereinbefore specified in the event that the Borough Council notifies the Owner in writing that the Borough Council is satisfied of an absence of demand for a Building or Buildings for use for Community Purposes.

SCHEDULE 3

Public Art

- 1 Not to Occupy more than one hundred square metres of floor space of the Development until the Public Art Contribution has been paid to the Borough Council.
- 2 The Owner shall permit the Borough Council its employees servants and agents upon reasonable notice access to the Site for the purposes of providing installing maintaining repairing cleaning or as the case may be removing the On Site Public Art PROVIDED THAT the Borough Council its employees servants and agents provide and carry out all maintenance, repair and cleaning of the On Site Public Art in a reasonable manner and make good any damage caused in exercising such right.

SCHEDULE 4

Sustainable Development

Part I

- 1 Not to submit any application for planning permission or for the Approval of Reserved Matters for any part of the Development unless:
 - (i) the design of any Building comprised in that application has been assessed to meet the BREEAM Assessment Very Good Standard;
 - (ii) that assessment has been carried out by an assessor accredited by the Building Research Establishment Limited;
 - (iii) that assessment has been submitted to the Borough Council not later than the date of the said application.

- 2 To use reasonable endeavours to ensure that 10% of the total energy consumed by the Buildings in any Plot is from Renewable and/or Zero Carbon Sources and in so far as it is practicable and appropriate to do so (but without limitation as to the measures for securing that objective) the following shall be provided or installed:
 - (i) solar thermal domestic hot water generators;
 - (ii) solar wall air collectors;
 - (iii) ground source heating;
 - (iv) ground source cooling.

- 3 Not to carry out the Development or any part thereof other than:
 - (i) strictly in accordance with the design referred to in paragraph 1 above; and
 - (ii) in such manner so as to conform strictly to the BREEAM Assessment Very Good Standard.

- 4 The Owner shall undertake a post completion assessment of any development comprised in any such application as is referred to in paragraph 1 above and shall submit such assessment to the Borough Council for consideration not later than three (3) months after completion of any such development.

Part II

- 1 The Owner agrees to carry out the Development in accordance with the development and design principles set out in the statement of design principles annexed hereto at Annex 7.

SCHEDULE 5

Highways

Part I

Highway Contribution

The Owner covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenant

- 1 To pay the Highway Contribution (Index Linked) to the County Council prior to Occupation of the Development or any part thereof.

Negative Covenant

- 2 Not to Occupy the Development or any part thereof unless the Highway Contribution (namely the sum of Two Million Pounds) (£2,000,000) (Index Linked) has been paid to the County Council.

Part II

Highway Works

The Owner covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenants

- 3 To enter into a Section 278 Agreement with the County Council in respect of the Highway Works prior to Commencement of the Development.
- 4 To commence construction of the Highway Works in accordance with a Section 278 Agreement prior to Commencement of the Development.
- 5 To carry out and complete at its own expense the Highway Works to the satisfaction of the County Council in writing prior to Occupation of the Development or any part thereof.

Negative Covenants

- 6 Not to Commence the Development unless a Section 278 Agreement has been completed in respect of the Highway Works.
- 7 Not to Commence the Development unless the Highway Works have been commenced in accordance with the requirements stipulations and conditions of an associated Section 278 Agreement.
- 8 Not to Occupy the Development or any part thereof unless the Highway Works have been completed to the satisfaction of the County Council in writing.

SCHEDULE 6

Transportation Travel and Access Measures

Part I

Site Travel Plan

The Owner covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenants

- 1 To establish the Site Travel Plan Deposit Account and the Site Travel Plan Escrow Account with a reputable financial institution on terms reasonably satisfactory to the County Council and to provide to the County Council full details of the accounts prior to Occupation of the Development.
- 2 Prior to Commencement of the Development to prepare and obtain the County Council's approval of the Site Travel Plan Annual Budget for the first year following Commencement of the Development.
- 3 To pay the Site Travel Plan Secured Amount namely the sum of Four Hundred and Twenty Five Thousand Pounds (£425,000) (Index Linked) into the Site Travel Plan Deposit Account prior to Occupation of the Development.
- 4 To pay out of the sum referred to in Paragraph 3 above the proposed expenditure shown in the Approved Site Travel Plan Annual Budget for the first year following Commencement of the Development into the Site Travel Plan Escrow Account prior to Occupation of the Development or any part thereof.
- 5 Not less than one month prior to commencement of the second year following Commencement of the Development and each subsequent year to prepare and obtain the County Council's approval of a Site Travel Plan Annual Budget for each such year.
- 6 To implement and comply with the requirements of the Site Travel Plan in accordance with the timetable of the Site Travel Plan and to use all reasonable endeavours to achieve targets including financial targets set therein.
- 7 Without prejudice to the detail of the Site Travel Plan, measures to be undertaken by the Owner shall include the following measures as detailed in 'Section 5' and included at 'Appendix E' of the Site Travel Plan:
 - 7.1 The appointment prior to Commencement of a Site Travel Plan Co-ordinator for a minimum of 2 days per week for no less than 5 years and in any event to continue for 2 years after completion of the last Building;
 - 7.2 The offer of a £50 voucher to every member of staff employed within the Development for cycle purchase;

- 7.3 The offer of a free 2 month mega ride bus ticket for all staff employed within the Development;
- 7.4 Provision of on-site electronic bus and rail travel information.
- 8 That it will not Occupy or permit Occupation of the Development or any part thereof unless it has implemented and complied with the requirements of the Site Travel Plan in accordance with the timetable of the Site Travel Plan.

Negative Covenants

Operation of the Site Travel Plan Deposit Account and the Site Travel Plan Escrow Account

- 9 That it will not Occupy the Development unless it has established the Site Travel Plan Deposit Account and the Site Travel Plan Escrow Account and provide the security to the County Council over such accounts in form and substance reasonably satisfactory to the County Council.
- 10 That it will not Occupy the Development unless it has obtained the County Council's approval of the Site Travel Plan Annual Budget for the first year following Commencement of the Development.
- 11 That it will not Occupy the Development unless it has paid into the Site Travel Plan Deposit Account the Site Travel Plan Secured Amount namely the sum of Four Hundred and Twenty Five Thousand Pounds (£425,000) (Index Linked) less the Site Travel Plan Annual Budget referred to in Paragraph 2 above which the Owner shall pay into the Site Travel Plan Escrow Account and has paid such amount into the Site Travel Plan Escrow Account accordingly.
- 12 The Owner shall not be entitled to withdraw any money or make any payment from the Site Travel Plan Deposit Account without first obtaining the consent of the County Council.
- 13 The Owner shall not be entitled to withdraw any money or make any payment from the Site Travel Plan Escrow Account without first obtaining the consent of the County Council save that withdrawals to make payments in accordance with the approved Site Travel Plan Annual Budget may be made in each year following Commencement of the Development. Monies withdrawn from the Site Travel Plan Escrow Account shall not be used for any other purpose.
- 14 Following approval of the Site Travel Plan Annual Budget for the second and each subsequent year following Commencement of the Development, the Owner may request the County Council to permit the transfer from the Site Travel Plan Deposit Account to the Site Travel Plan Escrow Account of a sum not exceeding the amount of a proposed expenditure shown in the Approved Site Travel Plan Annual Budget for the year in question (after allowing for any sums then standing to the credit of the Site Travel Plan Escrow Account).

- 15 The Owner shall bear any expenditure incurred in any year which is in excess of the amount shown in the Approved Site Travel Plan Annual Budget for the year in question provided that if at any time during the year in question the Owner identifies any shortfall in the amount comprising the Site Travel Plan Annual Budget the Owner may draw down the amount of such shortfall from the Site Travel Plan Deposit Account with the consent of the County Council.
- 16 If in the reasonable opinion of the County Council the amount standing to the credit of the Site Travel Plan Deposit Account is insufficient to fund the requirement of the Site Travel Plan the Owner shall within 15 Working Days of written request pay into the Site Travel Plan Deposit Account the amount of any projected shortfall.
- 17 Interest earned on the Site Travel Plan Deposit Account shall be retained in that account.
- 18 Interest earned on the Site Travel Plan Escrow Account shall be retained in that account.
- 19 Any sums including interest standing to the credit of the Site Travel Plan Escrow Account at the end of any relevant year shall be applied towards the proposed expenditure shown in the Approved Site Travel Plan Annual Budget for the next following year.
- 20 Any sum including interest standing to the credit of the Site Travel Plan Deposit Account and the Site Travel Plan Escrow Account at the end of 10 years of Occupation of the Development shall be repaid to the Owner.
- 21 It is hereby agreed by the Owner that if within 10 years of Occupation of the Development or any part thereof the Owner fails to implement and/or comply with any of the requirements of the Site Travel Plan the County Council shall notify the Owner of such failure and afford the Owner a reasonable time period in all the circumstances as determined by the County Council to remedy such failure. If the Owner does not remedy such failure within such a reasonable time period, the County Council may then:
 - 21.1 carry out such works or take such other steps as the County Council determines to remedy the failure by the Owner to comply with the requirements of the Site Travel Plan (and the County Council is hereby entitled and authorised to enter the Site to carry out such works or take such other steps by its employees or by contractors or otherwise and the right of entry to the Site at all times and for all such purposes is hereby irrevocably granted) and;
 - 21.2 implement such alternative measures which the County Council reasonably determines will achieve the aims of the Site Travel Plan provided that the Owner's financial liability shall not exceed the amounts payable into the Site Travel Plan Deposit Account referred to at Paragraph 11 of this Part namely the sum of Four Hundred and Twenty Five Thousand Pounds (£425,000) (Index Linked).

- 21.3. The reasonable costs of any works carried out or steps taken shall be payable by the Owner to the County Council on demand and the County Council may in its discretion withdraw funds from the Site Travel Plan Deposit Account and/or the Site Travel Plan Escrow Account to meet such costs provided that the Owner's liability shall be linked to the amounts payable into the Site Travel Plan Deposit Account referred to at Paragraph 11 of this Part namely the sum of Four Hundred and Twenty Five Thousand Pounds (£425,000) (Index Linked).

Costs of Approval and Monitoring of Site Travel Plan

- 22 That it will pay the Site Travel Plan Approval Contribution namely the sum of Three Thousand Pounds (£3,000) prior to Occupation of the Development.
- 23 That it will pay to the County Council the Site Travel Plan Monitoring Contribution namely the sum of Fifteen Thousand Pounds (£15,000) prior to Occupation of the Development or any part thereof.

Appointment of Plot Travel Plan Co-ordinator

Positive Covenant

- 24 That it will prior to Occupation of any Plot or part thereof appoint a Plot Travel Plan Co-ordinator to liaise with the Site Travel Plan Co-ordinator appointed in accordance with the requirements of the Site Travel Plan to ensure implementation of measures contained within the Site Travel Plan relating to or affecting each such Plot.

Negative Covenant

- 25 That it will not Occupy any Plot or part thereof unless it has appointed a Plot Travel Plan Co-ordinator in accordance with the requirements of Paragraph 24 above.

Part II

HCV Traffic Demand Management

The Owner covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenants

- 1 To submit to the Borough Council prior to Commencement of Development details of the proposed HCV Demand Management System
- 2 To construct and implement the HCV Demand Management System prior to Occupation of the Development or any part thereof
- 3 That it will ensure that all HCVs leaving the Site do so via the HCV Demand Management System

- 4 That it will ensure that no more than 85 HCVs shall be permitted to leave the Site in any one hour beginning on the hour and otherwise than at staggered intervals
- 5 Without prejudice to its obligation at Paragraph 4 above in the event of more than four (4) HCV Contraventions in any period of six (6) months following construction and implementation of the HCV Demand Management System the Owner shall upon being given notice in writing to that effect by the Borough Council implement within five (5) Working Days a manned temporary alternative to the HCV Demand Management System designed to achieve the same restriction on the amount of HCVs leaving the Site in any one hour period beginning on the hour and in the absence of implementation and completion of such manned temporary alternative to the HCV Demand Management System within five (5) Working Days of such notice served by the Borough Council no HCV shall be allowed to leave the Site. The manned alternative to the HCV Demand Management System shall remain in place until implementation and completion of the longer term temporary alternative referred to at Paragraph 6 below
- 6 Following receipt of a notice from the Borough Council pursuant to Paragraph 5 above to submit for the approval of the Borough Council in consultation with the County Council and the Highways Agency details of a long term temporary alternative to the HCV Demand Management System which system may for the avoidance of doubt be a continuation of the manned temporary alternative referred to at Paragraph 5
- 7 To implement and complete the long term temporary alternative to the HCV Demand Management System approved pursuant to Paragraph 6
- 8 The long term temporary alternative to the HCV Demand Management System shall remain in place until one of the conditions in Paragraphs 13(i) (ii) or (iii) below is satisfied

Negative Covenants

- 9 That it will not Commence the Development unless it has submitted to the Borough Council details of the proposed HCV Demand Management System and the HCV Demand Management System has been approved by the Borough Council in consultation with the County Council and the Highways Agency
- 10 That it will not Occupy the Development or any part thereof unless it has constructed and implemented the HCV Demand Management System to the satisfaction of the Borough Council in consultation with the County Council and the Highways Agency and in accordance with the requirements of Paragraph 9 above
- 11 That no HCVs will leave the Site otherwise than in accordance with the HCV Demand Management System or such alternative system approved in accordance with the provisions of this Schedule 6 Part II and which have been implemented and completed
- 12 That no more than 85 HCVs will leave the Site in any one hour beginning on the hour and otherwise than at staggered intervals
- 13 In the event of more than four (4) HCV Contraventions in any period of six (6) months following construction and implementation of the HCV Demand Management System then and without prejudice to the obligations of the Owner in respect of a temporary

alternative system set out at Paragraphs 5-8 above upon the expiration of six months' notice (or such other period as may be agreed) in writing to that effect given to the Owner by the Borough Council no HCV shall be allowed to leave the Site until one of the following three conditions is satisfied:

- (i) the Owner shall have implemented and completed a further permanent alternative to the HCV Demand Management System designed to achieve the same restriction on the amount of HCVs leaving the Site in any one hour period beginning on the hour the details of which shall first have been approved in writing by the Borough Council in consultation with the County Council and the Highways Agency (such approval being at the sole and absolute discretion of the Borough Council which for the avoidance of doubt may be a temporary alternative system approved pursuant to Paragraphs 5-8); or
- (ii) the Owner has by written notice to the Borough Council served before the expiration of six (6) months from the receipt of notice from the Borough Council, elected to implement the Alternative Road Infrastructure Scheme (or such other scheme of works to the same general effect which has first been approved in writing by the Borough Council in consultation with the County Council and the Highways Agency) in lieu of the implementation and completion of a further permanent alternative to the HCV Demand Management System referred to in Paragraph 13 (i); or
- (iii) the Owner shall have paid to the Highways Agency a sum equivalent to the entire costs to be incurred by the Highways Agency in procuring the design and construction of the Alternative Road Infrastructure Scheme (or such other scheme of works to the same general effect which has first been approved in writing by the Borough Council in consultation with the County Council and the Highways Agency) (such sum to be agreed between the Owner and the Highways Agency or in default of agreement to be determined in accordance with Clause 12)

- 14 Where the Owner elects pursuant to Paragraph 13 (ii) above to implement the Alternative Road Infrastructure Scheme in lieu of the implementation and completion of a further permanent alternative to the HCV Demand Management System referred to in Paragraph 13 (i) no HCV shall be allowed to leave the Site following the expiration of 18 months from the date of the notice of the Borough Council referred to in Paragraph 5 above until the Owner shall to the satisfaction of the Highways Agency have implemented or procured the implementation of the Alternative Road Infrastructure Scheme (or such other scheme of works to the same general effect which has first been approved in writing by the Borough Council in consultation with the County Council and the Highways Agency) and such works have been completed to the satisfaction of the Highways Agency
- 15 In the event that the provisions of either Paragraph 13 (iii) or 14 above have been satisfied in their entirety then the requirements and obligations set out in this Schedule 6 Part II shall cease to have future effect

Part III

On site Access for HCVs

The Owner covenants with the Borough Council and the County Council and each of them as follows.

Positive Covenant

- 1 That it will permit access to the Site for HCVs with legitimate business at the Site at all times including for the avoidance of doubt any time prior to any delivery or collection from the Site (including overnight parking) and any time after such delivery or collection.

Negative Covenant

- 2 That it will not refuse entry to the Site for any HCV with legitimate business at the Site and that it will not reasonably refuse any request for any HCV to remain at the Site (including overnight parking) after any delivery to or collection from the Site.

Part IV

A ANPR System and B3048 Monitoring Equipment

The Owner hereby covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenants

- 1 To submit prior to Commencement of Development details of the proposed ANPR System prepared by the Owner in accordance with the criteria contained within the Andover Vehicle Identification Report.
- 2 To enter into a Section 278 Agreement with the County Council in respect of the ANPR Works prior to Commencement of Development such agreement to make provision for the payment of the ANPR Monitoring Sum and the ANPR Maintenance Sum.
- 3 To carry out and complete to the satisfaction of the County Council in writing at its own expense the ANPR Works prior to Occupation of the Development or any part thereof.
- 4 Should at any time the County Council deem it necessary in order to monitor the provisions of this Schedule 6 Part IV B in respect of the B3048 to install and thereafter operate on request by the County Council the B3048 Monitoring Equipment for such period or periods of time as the County Council might from time to time require.

Negative Covenants

- 5 That it will not Commence the Development unless it has submitted to the County Council details of the proposed ANPR System prepared by the Owner in accordance

with the criteria contained within the Andover Vehicle Identification Report and it has obtained the County Council's approval to the ANPR System.

- 6 That it will not Commence the Development unless a Section 278 Agreement has been entered into with the County Council in respect of the ANPR Works such agreement to make provision for the payment of the ANPR Monitoring Sum and the ANPR Maintenance Sum.
- 7 That it will not Occupy the Development or any part thereof unless the ANPR Works have been completed to the satisfaction of the County Council in writing.

B Barred Routes

The Owner hereby covenants with the County Council and the Borough Council and each of them as follows:

Positive and Negative Covenants

- 1 To use its reasonable endeavours (including compliance with any reasonable requirements of the County Council) to ensure that no HCV shall access or egress the Site via any of the Barred Routes unless such HCV is a HCV White List Vehicle and to comply with the requirements of the Lorry Routing Requirements Scheme.
- 2 Not to permit any HCV to access or egress the Site via any of the Barred Routes unless such HCV is a HCV White List Vehicle.
- 3 That without prejudice to Paragraph 1 above no HCV will access or egress the Site via Monxton Road unless such HCV is a HCV Visitor Vehicle.
- 4 That without prejudice to its obligation at Paragraphs 1 and 2 above should any HCV other than a HCV White List Vehicle access or egress the Site via any of the Barred Routes the Owner shall pay to the County Council in accordance with Part IV E Paragraph 1 of this Schedule a Barred Route Contribution namely the sum of Five Hundred Pounds (£500) (Index Linked) unless such vehicle is a HCV to which Paragraph 4 above applies.
- 5 That without prejudice to Paragraph 2 above should any HCV White List Vehicle (other than a HCV Visitor Vehicle) access or egress the Site via Monxton Road the Owner shall pay to the County Council in accordance with Part IV E Paragraph 1 of this Schedule 6 a Barred Route Contribution namely the sum of Five Hundred Pounds (£500) (Index Linked) in respect of each and every such breach.
- 6 The provisions of Paragraphs 1 to 5 above shall not apply to HCVs in such circumstances where a HCV:
 - (i) accesses or egresses the Site via an emergency access in the event of an emergency; and or
 - (ii) follows a diversion onto a Barred Route set out by the police or other statutory body holding necessary powers to authorise a diversion.

C Restriction on access to the Site via Monxton Road

The Owner hereby covenants with the County Council and the Borough Council and each of them:

Positive Covenants

- 1 That no vehicle shall access or egress the Site via Monxton Road unless such vehicle is a Non HCV White List Vehicle.
- 2 Not to permit any vehicle to access or egress the Site via Monxton Road unless such vehicle is a Non HCV White List Vehicle.
- 3 The provisions of Paragraphs 1 and 2 shall not apply to vehicles in such circumstances where a vehicle:
 - (i) accesses or egresses the Site via an emergency access in the event of an emergency; and or
 - (ii) follows a diversion onto a Barred Route set out by the police or other statutory body holding necessary powers to authorise a diversion.
- 4 That without prejudice to its obligation at Paragraph 1 above should any vehicle other than a Non HCV White List Vehicle access or egress the Site via Monxton Road the Owner shall implement measures to be agreed with the County Council to prevent future breaches including measures resulting in the eventual loss of any parking space on the Site to each and every persistent offender.
- 5 The measures referred to at Paragraph 4 above shall include in the case of a first breach a warning letter served on the user of such vehicle reminding such user of the Monxton Road restrictions and in the case of a second breach the Owner shall ensure that an internal meeting is held with the user of such vehicle the purpose of the meeting being to remind such user of the Monxton Road restrictions and in the case of a third breach any vehicle parking facilities allowed or otherwise available to the user of such vehicle shall be withdrawn for a period of three months.
- 6 That without prejudice to Paragraph 4 above should any non HCV or any other motor vehicle other than a Non HCV White List Vehicle access or egress the Site via Monxton Road on more than ANY 3 occasions the Owner shall pay to the County Council in accordance with Part 4 E Paragraph 2 of this Schedule 6 a Monxton Road Contribution namely the sum of Fifty Pounds (£50) (Index Linked) in respect of each and every such breach excepting any such breach to which Paragraph 5 above applies.
- 7 Where a vehicle would be a Non HCV White List Vehicle if registered on the HCV White List and is only not so by reason of a failure to so register the vehicle then the Owner shall be entitled to apply to the County Council for its approval to the vehicle being registered retrospectively in which case this Schedule 6 shall apply as if the vehicle was a Non HCV White List Vehicle.

Negative Covenants

- 8 That no Non HCV White List Vehicle will access or egress the Site via Monxton Road unless Paragraph 2 applies.

D Barred Route Contributions and Monxton Road Access Contributions Bond

The Owner hereby covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenants

- 1 To provide an executed and delivered Barred Route Contributions and Monxton Road Access Contributions Bond by a bondsman approved by the County Council to the satisfaction of the County Council prior to Occupation of the Development or any part thereof such bond to be for a period of 10 years (unless otherwise agreed by the County Council but which period for the avoidance of doubt shall be a minimum of 5 years).
- 2 If the Barred Route Contributions and Monxton Road Access Contributions Bond referred to in Paragraph 1 is for a period of less than 10 years:
 - (i) to procure a further bond or bonds in a form approved by and to the satisfaction of the County Council in respect of the remainder of the period commencing on the expiry of the bond referred to in Paragraph 1 and expiring on the tenth anniversary of the date of the bond executed and delivered under Paragraph 1; and/or
 - (ii) to provide such other security as the County Council may reasonably require to ensure that the payment of any Barred Route Contributions and Monxton Road Access Contributions are appropriately secured.

and it is hereby agreed that should the period of the bond referred to in Paragraph 1 above be less than 10 years then the bond will not be released until such time as the Owner has complied with Paragraph 2 (i) or (ii) above.

Negative Covenants

- 3 That it will not Occupy the Development or any part thereof unless it has provided a duly executed and delivered Barred Route Contributions and Monxton Road Access Contributions Bond by a bondsman approved by the County Council to the satisfaction of the County Council.

E Payment of Barred Route Contributions and Monxton Road Access Contributions

The Owner hereby covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenants

- 1 To pay to the County Council on the next following Quarter Day a Barred Route Contribution namely the sum of Five Hundred Pounds (£500) (Index Linked) in respect of each and every time a HCV accesses or egresses the Site via any of the Barred Routes unless such vehicle is a HCV White List Vehicle or the provisions of Part IV B Paragraph 2 of this Schedule 6 apply.

- 2 To pay to the County Council on the next following Quarter Day a Monxton Road Access Contribution namely the sum of Fifty Pounds (£50) (Index Linked) in respect of each and every time a Non HCV White List Vehicle accesses or egresses the Site via Monxton Road unless the provisions of Part IV C Paragraph 2 of this Schedule 6 apply.
- 3 For the avoidance of doubt and subject always to Paragraph 4 the question of whether a vehicle is a HCV White List Vehicle or a Non HCV White List Vehicle making a delivery or collection within the parishes of Amport Monxton or Grateley or whether in the case of a HCV White List Vehicle the provisions of Part IV B Paragraph 3 of this Schedule 6 apply or whether in the case of a Non HCV White List Vehicle the provisions of Part IV C Paragraph 2 of this Schedule apply shall be determined by the County Council and it is hereby agreed that should the Owner not provide the County Council within 14 days of request evidence that such vehicle is registered on the Non HCV White List or as the case may be registered on the HCV White List making a delivery or collection within the parishes of Amport Monxton or Grateley any breach of any obligation of the Owner under this Part IV shall be taken to be conclusive and a Barred Route Contribution or as the case may be a Monxton Road Access Contribution shall be payable in all cases in respect of such breach.
- 4 Where a vehicle would be an HCV White List Vehicle or a Non HCV White List Vehicle if registered on the HCV White List or as the case may be the Non HCV White List and is only not so by reason of a failure to so register the vehicle then the Owner shall be entitled to apply to the County Council for its approval to the vehicle being registered retrospectively on the HCV White List or the Non HCV White List in which case and SUBJECT ALWAYS to the agreement of the County Council no Barred Route Contribution or Monxton Road Access Contribution shall be payable in respect of such vehicle of breach of this Part IV.
- 5 Any dispute as to whether a vehicle is properly recorded on the HCV White List or Non HCV White List shall be resolved in accordance with Clause 12.

Part V

A338 Restriction Limit

The Owner hereby covenants with the County Council and the Borough Council and each of them as follows:

Positive Covenants

- 1 To comply with the A338 Restriction Limit.
- 2 To provide an executed and delivered A338 Restriction Bond by a bondsman approved by the County Council to the County Council to the satisfaction of the County Council prior to Occupation of the Development or any part thereof.
- 3 To install and thereafter operate the A338 Restriction Monitoring Equipment on the A338 within the parish of Shipton Bellinger at such location as may be required by the County Council such equipment to be installed within 7 days of demand by the County Council or no later than 6 months after Occupation of the Development or any part thereof (whichever is the soonest) and thereafter within 7 days of demand by the

County Council or at no less than 6-monthly intervals (whichever is the sooner) for a period of two years following Occupation of the Development or any part thereof.

- 4 To provide to the County Council no later than expiry of 14 days of conclusion of any 7 day period of operational use of the A338 Restriction Monitoring Equipment as required in accordance with Paragraph 3 above details of all A338 Restriction HCV Movements in each hourly period of operation of the A338 Restriction Monitoring Equipment in a form approved by the County Council.
- 5 If at any time the A338 Restriction Limit is exceeded OR in the event the Owner fails to comply with ANY of its obligations in this Part V the Owner shall pay to the County Council within 14 days of demand the A338 Restriction Contribution namely the sum of Fifty Thousand Pounds (£50,000) (Index Linked) and thereupon the obligations in this Part V of Schedule 6 shall cease to be of any future effect.

Negative Covenants

- 6 Not to Occupy the Development or any part thereof unless it has provided a duly executed and delivered A338 Restriction Bond by a bondsman approved by the County Council to the satisfaction of the County Council.
- 7 That in the event the A338 Restriction Contribution is payable to the County Council in accordance with the provisions of Paragraph 5 above, that it will not Occupy the Development or any part thereof after 14 days of demand of the A338 Restriction Contribution unless such A338 Restriction Contribution has been paid in accordance with the obligations of the Owner referred to at such Paragraph 5.

SCHEDULE 7

Training and Development Contribution

Part I

- 1 Not to Occupy any Building until the Training and Development Contribution has been paid to the Borough Council.

Part II

Construction Apprenticeship Scheme

- 1 Not to Commence Construction until the Construction Apprenticeship Scheme has been submitted to and approved in writing by the Borough Council.
- 2 Not to Commence Construction until the Construction Apprenticeship Scheme has been implemented and further to continue to implement the Construction Apprenticeship Scheme and to procure that the same is implemented throughout the construction period of the Development.
- 3 The Owner shall use reasonable endeavours to implement the Construction Apprenticeship Scheme so that not less than ten apprentices participate in the Construction Apprenticeship Scheme.
- 4 From the Commencement of Development the Owner shall provide a report to the Borough Council at regular intervals once in every six months indicating the number of persons who have been and/or who are currently employed under the Construction Apprenticeship Scheme.

SCHEDULE 8

Part I

Noise

1 Not to Commence the Development until an offer in writing for installation of Sound Insulation has been received by the freehold owners of the following properties:

- (a) Red Post Farm;
- (b) Windrush;
- (c) 1 Red Post Lane;
- (d) Melbury; and
- (e) Hillside

located in the vicinity of the Site ("the Noise Mitigation Offer").

2 If the Noise Mitigation Offer is accepted by the freehold owner of a property referred to in paragraph 1 within three months of the Noise Mitigation Offer first being received the Owner shall install Sound Insulation to that property as may be required by the freehold owner thereof in a good and workmanlike fashion within six months of such written offer being accepted and in any event prior to first Occupation of any Building and shall ensure that the freehold owner is supplied with guarantees and warranties from the manufacturer or installer of Sound Insulation as may be reasonably available PROVIDED THAT the owners and or occupiers of the properties referred to at paragraph 1(a) – (e) who accept the Noise Mitigation Offer grant the Owner and its contractors reasonable access to their properties for the purposes of installing the Sound Insulation and FURTHER PROVIDED THAT if reasonable access is not given within three months following acceptance of the Noise Mitigation Offer the Owner's obligations in Part 1 Schedule 8 shall cease to apply in relation to that property.

3 Not to Occupy any Building until such time as Sound Insulation has been installed in accordance with paragraph 2 above to any property in respect of which the freehold owner has accepted the Noise Mitigation Offer in accordance with the preceding provisions of this Part I Schedule 8.

4 If the Noise Mitigation Offer is not accepted by the freehold owner of a property referred to at 1 (a)-(e) above within three months of the Noise Mitigation Offer first being received, the obligations under this Part 1, Schedule 8 shall cease to apply in relation to that property.

Part II

1 Subject to the provisions of paragraph 2 below, the Owner agrees to use reasonable endeavours to submit to the Borough Council for its approval full details of the design of the Off Site Noise Mitigation Fencing together also with the position thereof using a plan or drawing on a scale of not less than 1:100 and to obtain all necessary consents

to install and thereafter install the Off Site Noise Mitigation Fencing prior to first Occupation of the Development providing that the Owner shall not be required to pay any premium in respect of the grant of any such necessary consents.

2 In the event that the Off Site Noise Mitigation Fencing has not been installed by first Occupation of the Development then:

- (i) the Owner shall pay to the Borough Council a sum representing the cost of installing the Off Site Noise Mitigation Fencing such sum to be agreed between the Owner and the Borough Council and failing such agreement to be determined in accordance with Clause 12; and
- (ii) no part of the Development shall be first Occupied until the sum referred to in sub-paragraph (i) of this Paragraph 2, Schedule 8 has been paid to the Borough Council as aforesaid.

IN WITNESS of which, the parties have executed this Deed of Planning Obligation by Agreement as a Deed on the date first written above.

**THE COMMON SEAL OF
TEST VALLEY BOROUGH COUNCIL**

was hereunto affixed in the presence of:

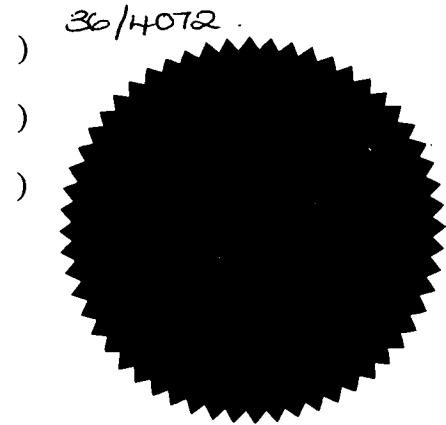


**EXECUTED as a DEED by the
HAMPSHIRE COUNTY COUNCIL**

in the presence of:



Authorised Signatory



EXECUTED AS A DEED by)

GOODMAN MANAGEMENT (JERSEY) LIMITED)

Acting by)



Director
ALTERNATE
Director/Secretary

SIGNED AS A DEED by the said LADY
OLIVIA ANN CLARK

[SIGNATURE OF PARTY]

in the presence of.....

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS AND OCCUPATION OF WITNESS]



SIGNED AS A DEED by the said JOHN

HAYDON JACKSON

.....

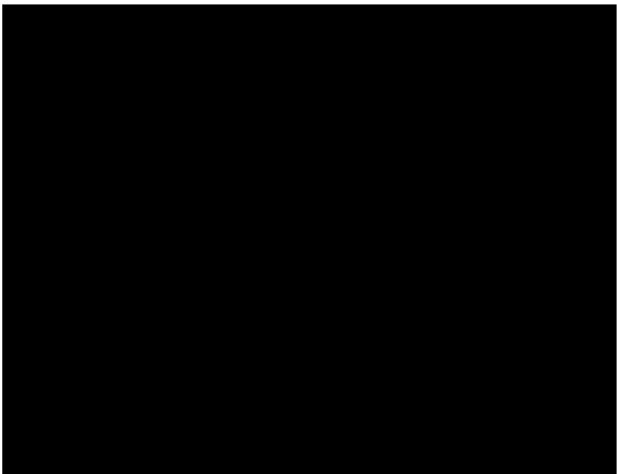
[SIGNATURE OF PARTY]

in the presence of.....

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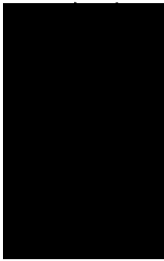
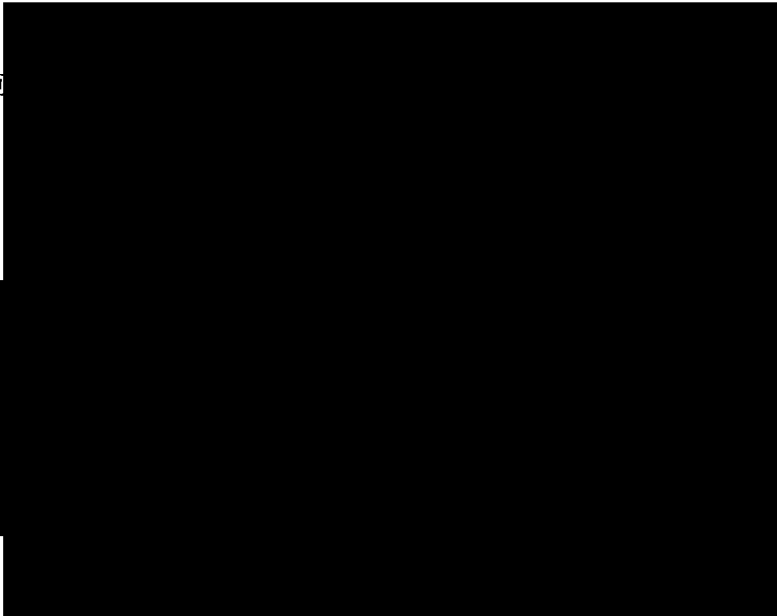
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[NAME, ADDRESS AND OCCUPATION OF WITNESS]



SIGNED

ALAN



Appendix 8

Agenda to Northamptonshire County Council Cabinet Meeting 12 March 2019



CABINET

12th MARCH 2019

DIRECTOR OF PLACE

**CABINET MEMBER WITH RESPONSIBILITY FOR: HIGHWAYS, TRANSPORT,
ENVIRONMENT and PUBLIC PROTECTION**

Subject:	Northampton Gateway and Rail Central Strategic Rail Freight Interchanges
Recommendations:	<p>Cabinet are asked to:</p> <ol style="list-style-type: none"> 1) Note the resolution adopted by Full Council at its meeting on 28th February 2018 and agree to support the principles set out therein; and 2) In relation to Northampton Gateway: <ol style="list-style-type: none"> a) Note the decision taken by Cabinet on the 16th January 2018 including the delegations to the responsible Director; b) Note that officers have made technical planning and highways representations to the Examination Authority in line with the aforementioned report; and c) Agree to delegate to the Director of Place, in consultation with the Cabinet Member for Transport, Highways, Environment and Public Protection and the Monitoring Officer, authority to make such representations as may be necessary to reflect the position taken by Full Council, having taken into account the risks outlined in section 3.8 of this Report. 3) In relation to Rail Central: <ol style="list-style-type: none"> a) Note that the Director of Place will consider the full Rail Central application and return to Cabinet at a future date for approval and direction on the Councils response.

1. Purpose of report

1.1 To bring to Cabinet’s attention the Resolution of Full Council taken on 28th February 2019 in connection with the Northampton Gateway and Rail Central Strategic Rail Freight Interchanges, which are proposed to be developed in close proximity to one another near Northampton,(set out in section 3.8 below), and to refer Cabinet to its decision taken on 16th January 2018 about the proposed Gateway development.

2. How this decision contributes to the Council plan

The Council's vision is for Northamptonshire to be a county where everyone looks after each other and takes responsibility, where the vulnerable are protected and supported and where the people who can help themselves receive the assistance they need to stay independent and healthy.

This initiative helps the Council to deliver this vision through the following strategic priorities outlined in the Council Plan:

- Working in partnership with other public sector organisations (such as the seven district and borough councils, the local NHS bodies, and Northamptonshire Police).
- Enabling individuals and communities to achieve better outcomes.
- Using technology and digital solutions to meet the needs of residents.
- Commissioning and procuring services and goods with partners.
- Utilising the Council's assets effectively.
- Reducing inequalities and disparity of opportunities.

3. Background

3.1 There are currently two planning applications for two Strategic Railfreight Interchanges being considered by the Planning Inspectorate for England and Wales (PINS), as nationally significant infrastructure projects. These are referred to as the Gateway and Rail Central developments. Both will be considered through the Development Consent Order (DCO) process, with the Secretary of State for Housing, Communities and Local Government (SoS) making the final decision.

3.2 The Northampton Gateway application is at an advanced stage, with the Examination in Public (EIP) due to close on the 9th April. Council officers have been and continue to give evidence at the EIP. Three sessions remain this week and the Examiner must report to the Secretary of State in April 2019. Officers have been in discussion with the applicants for Northampton Gateway for a number of years with Cabinet approval being received in January 2018, this has been the basis of the work that NCC have carried out on the application since that time.

3.3 The Rail Central application is at an earlier stage in the process with the EIP expected to begin in a few months. Discussions with the applicant are in process but are at early stages. As yet no decision has been taken by Cabinet on this matter.

3.4 Cabinet considered a report on the Gateway development at its meeting on 16th January 2018, when it resolved to:

- Note the proposals for the Northampton Gateway Strategic Rail Freight Interchange and the County Council's response to the Stage 2 Public Consultation;

- Agreed that delegated authority be given to the Commercial Director, in consultation with the Cabinet Member with responsibility for Public Protection, to agree and Statement of Common Ground or other submissions to be made to the forthcoming Examination of the Development Consent Order application.

3.5 A copy of this Report is attached at Annex 1.

3.6 Cabinet did not express a view either for or against the Gateway proposal at this meeting.

3.7 Under the delegation agreed, Northamptonshire County Council (NCC) officers have agreed highways mitigation, archaeology, flood water and drainage issues, consented to the expropriation of some small parcels of land and entered in a Statement of Common Ground on a range of technical matters, to assist the Examination. NCC Officers remain concerned, however about the scope of the archaeological work being required before the application is determined, as well as the potential conflict with passenger rail services.

3.8 There is a risk that NCC may be subject to the wasted costs of the EIP, should it amend its representation at this stage, after having already given evidence, but there is still the possibility that NCC may be able to make written and other submissions to the EIP, should it wish to, taking into account this risk.

3.9 In light of the resolution of Full Council on 28th February 2019, set out below, Cabinet is asked to support the principles contained therein and delegate authority to the named officer, in consultation with the appropriate portfolio holder, to make and further or amend representations to the Examination in Public, PINS or the SoS, as may be required in order to state NCC's position.

"This Council notes that it is the aim of Government to encourage a recalibration of the means of freight delivery in this country, from road haulage to rail freight, in order to reduce pressure on our road networks and deliver reductions in carbon emissions and other environmental damage. In pursuit of these objectives the Government is seeking to establish a system of Strategic Rail Freight Interchanges (SRFI's) across the country. Two such sites have been proposed in close proximity to one another in Bugbrooke Division and Towcester & Roade Division, namely Northampton Gateway near Milton Maisor; and Rail Central near Blisworth and Roade.

This Council does not seek to question the validity of SRFI's per se, but expresses deep concern regarding the suitability of the sites in question and the potential impact of the proposals on local residents. The local road network is already far too congested to accommodate these schemes and cannot be improved sufficiently to mitigate their impact. Northamptonshire is already home to a successful and expanding SRFI, namely DIRFT near Daventry, calling into question the ability of the proposed sites to fulfil a strategic need. Over 1150 acres of agricultural land would be lost as a result of the two proposals and local villages would be seriously affected by air,

noise and light pollution that cannot be adequately mitigated against.

This Council, therefore, resolves to write to the Secretary of State for Transport to formally express its opposition to the two proposals. This council also expresses its support for local campaigners involved in the Stop Roxhill and Stop Rail Central groups who have worked tirelessly to protect their communities."

4. Consultation and Scrutiny

4.1 This report is about the position of the council in relation to a decision taken by the Secretary of State and therefore consultation by the Council is not required.

5. Equality Screening

Reason that no EqlA is required	✓ as appropriate
The paper is for information only	✓
The proposal/activity/decision has no impact on customers or the service they receive	
The proposal impacts upon staff but the proposed staffing changes will not affect the service that customers receive*	
Other (Please explain further)	

*Where a proposal affects staff, the appropriate HR processes will be followed, which have already been subject to the EqlA process and will be compliant with HR legislation

The proposal will be subject to consideration by the Secretary of State before the decision is made and therefore no Equality Impact Assessment is required from the Council.

6. Alternative Options Considered

6.1 Cabinet does not ratify the decision taken by full Council and therefore the position taken by Cabinet in January 2018 will remain and no further representation will be made by the Council.

7. Financial Implications

There could also be additional officer cost and time drafting and evidencing objections and submitting documents to PINS.

8. Risk and Business Continuity Management

a) Risk(s) associated with the proposal

Risk	Mitigation	Residual Risk
The work that NCC officers have put in with the applicant to reach agreement on mediation		Amber

measures may no longer be acceptable to the applicant should NCC's objection give rise to other changes being required.		
Challenge for predetermination in relation to Rail Central as the full application has not been considered in detail by officers as yet.	Cabinet delay making a decision on the stance of NCC in relation to Rail Central, pending a further report being put forwards.	Amber

b) Risk(s) associated with not undertaking the proposal

Risk	Risk Rating
Unclear direction to officers on the stance to take in relation to the applications (particularly in relation to Northampton Gateway).	Amber

9. List of Appendices

None

Author:	Name: Susan Zeiss
Contact details:	Email: szeiss@northamptonshire.gov.uk
Background Papers:	
Does the report propose a key decision is taken?	YES
If yes, is the decision in the Forward Plan?	NO – Special urgency rule has been applied
Will further decisions be required? If so please outline the timetable here	
Does the report include delegated decisions? If so, please outline the timetable here	
Is this report proposing an amendment to the budget and/or policy framework?	NO
Have the financial implications been cleared by the Strategic Finance Manager (SFM)? Have any capital spend implications been cleared by the Capital Investment Board (CIB)	N/A Name of SFM:
Has the report been cleared by the relevant Director?	YES Name of Director: Susan Zeiss
Has the relevant Cabinet Member been consulted?	YES Cabinet Member: Councillor Ian Morris

Has the relevant scrutiny committee been consulted?	NO Scrutiny Committee:
Has the report been cleared by Legal Services?	YES Name of solicitor: Susan Zeiss
Have any communications issues been cleared by Communications and Marketing?	NO
Have any property Issues been cleared by Property and Asset Management?	N/A
Have the Procurement Implications below been referenced in the Paper: <ul style="list-style-type: none"> • Have you evidenced compliance with the Council's Contract Procedures Rules? • Have you made clear in this paper where you are seeking Cabinet to approve an exemption from the Contract Procedure Rules and detailed the risks and mitigations? • Have you identified any EU or UK legislative risks such as non-compliance with the Public Contract Regulations Act 2015, transparency and open competition? • Have you identified the procurement risks associated with a contract? 	N/A
Are there any community safety implications?	NO
Are there any environmental implications:	NO
Are there any Health and Safety Implications:	NO
Are there any Human Resources Implications:	NO
Are there any human rights implications:	NO
Constituency Interest:	Location of the rail freight terminal: Bugbrooke – Councillor Adam Brown Location of proposed off-site highway works: Deanshanger – Councillor Allen Walker East Hunsbury & Shelfleys: Councillor Andre Gonzalez de Savage

	<p>Hackleton and Grange Park – Councillor Michael Clarke Nene Valley – Councillor Lizzy Bowen Sixfields – Councillor Pinder Chauhan Towcester & Roade – Councillor Adil Sadgyov</p>
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