

DRAFT S.106 AGREEMENT

HEADS OF TERMS

~~JUNE~~ SEPTEMBER 2013

1. **Historic Planning Position**

- 1.1 Agreement that the Logistics Park is not to be developed under the Outline Planning Consent ("OPC") ~~if (with subsequent variations) once~~ the Local Development Order ("LDO") is successfully made and brought into force.
- 1.2 Cancellation of the S.106 agreement relating to the OPC (original and deeds of variation).
- 1.3 Acknowledgement of payments made and obligations performed under the S.106 agreement relating to the OPC (as varied):
- (a) payment of £15,000 for a Traffic Regulation Order in relation to speed limits on the A1014 Manorway;
 - (b) establishment of Travel Plan Committee ("TPC") ~~established~~ and constitution ~~agreed~~;
 - (c) sum of ~~£115,000~~ 115,233.44 bus service funding received July 2012 under Travel Plan ~~;~~;
 - (d) training facility contribution of £30,000 made in 2012; and
 - (e) works with a value of approximately £100,000 carried out in lieu of contribution towards amenity improvements.

2. **General Provisions**

2.1 ~~Planning obligations fall away if the LDO expires before implementation, is revoked or quashed or modified (without agreement).~~

2.2 ~~Parties to act in good faith.~~

~~1.4 Acknowledgement that these payments attributable to the development under the LDO.~~

3. **2.Planning Obligation**

3.1 ~~2.1~~ Agreement is an obligation under S.106 of the Town and Country Planning Act 1990.

3.2 ~~2.2~~ Obligations relate to the Logistics Park as defined.

3.3 ~~2.3~~ Obligations on London Gateway Freehold Limited and London Gateway Leasehold Limited jointly and severally as 'owners' for the purposes of s.106.

3.4 ~~2.4~~ Obligations insofar as owner of land/interests within Logistics Park – no liability after disposal (except for antecedent breach).

4. **3.Commencement**

4.1 ~~3.1~~ Conditional upon implementation of the Development.

4.2 ~~3.1~~ Contemporaneous with the coming into force of LDO insofar as the S.106 agreement relating to the OPC is cancelled.

4.3 ~~3.2~~ Otherwise, with Implementation Date (of Development).

5. ~~4.~~ London Gateway Covenants

5.1 ~~4.1~~ Payments as set out in Table 1 attached.

5.2 ~~4.2~~ Highway Improvements:

- (a) the scheme of mitigation for Junction 30 of the M25 as identified in the Transport Assessment to be implemented before traffic movements exceed stated threshold if the final scheme for Junction 30 as required under the HEO is not implemented or required;
- (b) improvements to The Sorrells/A1014 junction ~~(to the extent improvements under the HEO not implemented);~~
- (c) installation of signalised pedestrian crossing across The Manorway at Gifford Cross Road (to the extent improvements under the HEO not implemented);
- (d) works to The Manorway interchange (to the extent improvements under the HEO not implemented);
- (e) refurbishment of two pedestrian subways under The Manorway;
- (f) provision of a sologuard barrier system on The Manorway in relation to a contraflow system in the event of disruption to normal operation of traffic;
- (g) works to the A13/A128 junction (to the extent improvements under the HEO are not implemented);
- (h) provision of a low noise road surface on part of The Manorway;
- (i) completion of acoustic noise barriers in specified locations;
- (j) provisions to prevent any future occupation of development on the Logistics Park site where the above improvements are not completed in accordance with the triggers set out; and
- (k) provision of landscaping at specified locations along The Manorway and A13.

5.3 ~~4.3~~ Implementation of and compliance with the Travel Plan ~~measures~~ (with associated mechanisms for payments (including a contribution to the bus turnaround and local highway or highway-related improvement if not already paid under the Port s.106) monitoring and approval).

5.4 ~~4.4~~ Implementation of ~~off-site~~ EMMP (Ecological Mitigation and Management Plan) mitigation, monitoring and management requirements to the extent outside the timeframe of the LDO.

5.5 ~~4.5~~ Provision of Land for Permanent Training Facility.

~~4.6~~ ~~Provision by London Gateway of Travel Plan Co-ordinator.~~

5.6 ~~4.7~~ Performance of S.278 Agreement obligations.

5.7 ~~4.8~~ Apprenticeships and Local Employment measures ~~together with other related local community measures as agreed between the parties.~~

- 5.8 Compliance with the Council's monitoring requirements in relation to:
 - 5.8.1 Traffic Monitoring and compliance with the Travel Plan;
 - 5.8.2 LDO Monitoring Information (i.e. jobs, floorspace, car use, lorry parking, energy consumption etc.)
 - 5.8.3 Compliance with the EMMP (Ecological Mitigation and Management Plan)
- 5.9 Recognition that London Gateway not obliged to pay twice, under this s.106 and under the s.106 or other arrangements relating to the Port.

6. ~~5.~~ **Thurrock Borough Council Covenants**

- 6.1 Use of the ~~5.1~~ Training Facility.
- 6.2 ~~5.2~~ Thurrock Borough Council to use reasonable endeavours to ensure mitigation measures, particularly highways improvements, are delivered as promptly as possible once any payments by London Gateway under the S.106 agreement are received.
- 6.3 ~~5.3~~ Obligation to repay monies unused with interest.
- 6.4 Advance notice if TBC minded to revoke or revise the LDO once made.

7. **Community Infrastructure Levy (CIL)**

- 7.1 Transitional Provisions to reflect implementation of CIL

8. ~~6.~~ **Boiler Plate**

- 8.1 ~~6.1~~ Notices
- 8.2 ~~6.2~~ Local Land Charge
- 8.3 ~~6.3~~ Arbitration

London Court of International Arbitration

- 8.4 ~~6.4~~ Costs

[Separately provided that London Gateway to pay Thurrock Borough Council's costs in connection with the agreement.]

- 8.5 ~~6.5~~ Indexation of Payment Amounts

RPI

- 8.6 ~~6.6~~ VAT

Table 1 (Payments other than Travel Plan Payments)

	Purpose
	Temporary accommodation for training facilities
	Triggered payments for bus services and facilities
1.	<u>Training Facility</u> Contribution towards local highway or highway related improvements (if not already paid under Part S.106).
2.	Improvement of A13 (link 5) widening (first instalment).
3.	Improvement of A13 (link 5) widening (second instalment) (by way o acceleration of payments due under HEO).