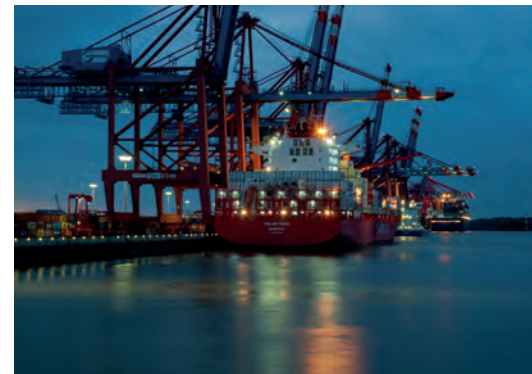


London Gateway Logistics Park Draft Local Development Order 2

HEADS OF TERMS
for a s106 AGREEMENT relating to PROPOSED LDO2



September 2024

DP WORLD LONDON GATEWAY

SUMMARY HEADS OF TERMS

FOR A

SECTION 106 AGREEMENT

RELATING TO

PROPOSED LDO 2.0

SEPTEMBER 2024

1. HISTORIC PLANNING POSITION AND PARTIES

- 1.1 London Gateway Freehold Limited and London Gateway Leasehold Limited (together, the **LG Companies**), Thurrock Borough Council (**TBC**) and National Highways proposed to be party to this s106 agreement.
- 1.2 The DP World London Gateway Logistics Park (the **Logistics Park**) is not to be developed under LDO1.5 once LDO2.0 has been made and come into force (but this does not affect development that has been commenced pursuant to LDO1.5).
- 1.3 This section 106 agreement for LDO2.0 (the **LDO2.0 s106 Agreement**) supersedes, replaces and cancels the section 106 agreement entered into on 22 February 2024 in relation to LDO1.5 and the provisions retained from the section 106 agreement dated 5 November 2013 (as amended).
- 1.4 The LDO2.0 s106 Agreement includes provisions required to make the development authorised by LDO2.0 acceptable in planning and Environmental Impact Assessment (**EIA**) terms.
- 1.5 National Highways is proposed as a party to the LDO2.0 s106 Agreement to the extent obligations are required to improve the strategic road network; saving this, obligations relating to the strategic road network to apply to the LG Companies only.

2. GENERAL PROVISIONS

- 2.1 Planning obligations fall away if LDO2 is revoked, quashed or modified (by TBC or the Secretary of State¹) without agreement. Where this happens, the planning obligations relating to compliance with the Travel Plan, the Employment Learning & Skills – Social Value Framework and the Ecological Mitigation and Management Plan for LDO1 and LDO1.5 (as relevant) are reinstated in respect of those developments to the extent that, but for clause 1.3, they would continue to be in force.
- 2.2 Parties to act in good faith.

3. PLANNING OBLIGATION

- 3.1 LDO2.0 s106 Agreement is an obligation under s106 of the Town and Country Planning Act 1990 (**TCPA**).
- 3.2 Obligations relate to the Logistics Park as defined.
- 3.3 Obligations on London Gateway Freehold Limited and London Gateway Leasehold Limited (together, the **LG Companies**), jointly and severally as 'owners' for the purposes of s106 TCPA.
- 3.4 Obligations run with the land and apply to the LG Companies and their successors in title insofar as the LG Companies are owner of land/interests within the Logistics Park. No liability continues after disposal of land/interests, save for antecedent breach.

4. COMMENCEMENT

- 4.1 Obligations apply from the making of LDO2.0.

5. HIGHWAY IMPROVEMENTS – STRATEGIC ROAD NETWORK

- 5.1 Within 12 months of the making of LDO2.0 (or such other timescales as the parties may agree in writing) the LG Companies and National Highways will enter into a S278 agreement to confirm the

¹ TBC may revoke a local development order under section 61A(6) of the Town and Country Planning Act 1990 and the Secretary of State may revoke a local development order under section 61B(8) of that Act.

specification of mitigation works (to include timings) ('the Mitigation Works') proposed to the M25 Junction 30.

Explanatory Note: All parties recognise and acknowledge that the Logistics Park will result in significant transport impacts to the M25 Junction 30 that will require a scheme of mitigation.

Discussions are ongoing between the parties in respect of the detailed design of the mitigation works and the timing for those works. It is anticipated that the LDO2.0 s106 Agreement will include obligations relating to:

- the timing for the submission of detailed designs to National Highways for approval;
- entering into a section 278 agreement to govern the carrying out of the Mitigation Works;
- the trigger(s) by which the Mitigation Works must be commenced and/or completed.

The final scheme of Mitigation Works is subject to detailed design and approval, based on the outputs of detailed transport modelling of the junction utilising a refined model to assess the design of the proposed mitigation scheme. An indicative outline design is contained in the Transport Assessment, Appendix N, illustrating the likely extent and nature of the mitigation required.

6. LG COMPANIES COVENANTS

6.1 Highway Improvements – Local Road Network

6.1.1 The LG Companies to use reasonable endeavours to enter into a s278 agreement with the relevant Highway Authority for highway capacity improvement works to the Manorway Interchange, including (but not limited to) localised widening and revised lane allocations (the **Manorway Interchange Works**), and to use reasonable endeavours to complete the Manorway Interchange Works before a stated trigger to be agreed between the parties is breached.

6.1.2 The Manorway Interchange Works are not required if a third party carries out improvement works that achieve the same or better outcomes prior to the trigger being breached, and TBC may elect to suspend the requirement to discharge this obligation whilst works relating to LTC are being carried out to the A13 at or east of the Orsett Cock interchange.

6.1.3 Alternatively and at TBC's request, the LG Companies to make a payment to TBC to include the cost of design and implementation of the Manorway Interchange Works.

6.2 The LG Companies to pay a funding contribution for bus infrastructure in Stanford-le-Hope.

6.3 The LG Companies must not do anything to prevent the construction of the roads labelled 3a, 4b and 6c on the plan appended to these Heads of Terms (or equivalent roads as TBC may agree), and must not prevent at least one of these roads from being extended or connected into a link road or route (if such a link road can otherwise be established on land outside the control of the LG Companies) to be used by buses connecting with the Thames Enterprise Park until the earliest of a) expiry of a period of 10 years from the date LDO2 is made; b) a link road being identified that does not use these roads; or c) TBC confirming it is not possible to construct a link road using the safeguarded land.

6.4 On the making of LDO2, the LG Companies to pay TBC £816,619.78 being the cost (including a management and design fee and contingency costs) for the provision of speed control measures (e.g. speed cameras) on The Manorway between Sorrells and the A13 interchange.

6.5 Recognition that the sum of £1,083,817.75, paid to TBC on 28 April 2015 as the **Highways Amenity Fund**, is to remain available to TBC to use to implement proposals to address highway-related issues

in the wards of Stanford West, Stanford East & Corringham Town, The Homesteads, and Corringham & Fobbing.

- 6.6 To provide or support during the term of the LDO the provision of a bus service linking the Logistics Park with Stanford-le-Hope railway station and with the local Stanford-le-Hope / Corringham community, in particular Corringham Town Centre.
- 6.7 To use reasonable endeavours to deliver the Link Road and to take such measures as are necessary and within the LG Companies' power, to facilitate and enable (including such measures as may be identified by the Travel Plan Committee), a bus route or routes that utilise(s) the Link Road from the date of opening of the link road.
- 6.8 Implementation of and compliance (including that of relevant occupiers) with the Travel Plan;
- 6.9 Following the expiry of LDO2, continued implementation of any provisions of the Ecological Mitigation and Management Plan (EMMP) that continue to apply;
- 6.10 Implementation of (including engagement of occupiers with) the Employment Learning & Skills – Social Value Framework (in the same form as for LDO1.5);
- 6.11 Monitoring of a) traffic, b) compliance (including that of occupiers) with the Travel Plan; c) the LDO Monitoring Information (i.e. jobs, floorspace, car use, lorry parking, etc.); d) compliance with the EMMP.
- 6.12 Refund TBC its monitoring costs, on receipt of an invoice and supporting evidence of work undertaken issued by TBC, of up to £10,000 per annum to TBC for the duration of the monitoring requirements to enable TBC to review the monitoring reports produced by the LG Companies.

7. **TBC COVENANTS**

- 7.1 TBC to use reasonable endeavours to allocate and use the Highways Amenity Fund to address highway-related issues in the wards of Stanford-le-Hope, Corringham and Fobbing, and to use any other payments received under LDO2.0 s106 Agreement for the purpose specified.
- 7.2 To use reasonable endeavours to provide speed control measures for The Manorway between Sorrells and the A13 interchange prior to the occupation of 580,000 sq m of combined LDO1, LDO1.5 and LDO2 development.
- 7.3 Obligation to repay monies not expended or not committed for the objectives or purposes as set out in the s106 by the 10th anniversary of the date of this agreement, with accrued interest, payable within 30 days of the 10th anniversary of the date of this agreement.

8. **NATIONAL HIGHWAYS COVENANTS**

***Explanatory Note:** It is anticipated that covenants will be entered into by National Highways in relation to the implementation of mitigation at the M25 Junction 30. Please refer to Section 5 for further information.*

9. **BOILERPLATE**

- 9.1 Notices
- 9.2 Local Land Charge
- 9.3 Arbitration: London Court of International Arbitration

- 9.4 Costs: London Gateway to pay TBC's costs in connection with the agreement prior to completion of the agreement.
- 9.5 Indexation of Payment Amounts: CPI
- 9.6 VAT