

SILVERTOWN TUNNEL

Volume 3: Project Agreement – Schedules 2 to 31

Schedule 4 – Land Requirements

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SCHEDULE 4

LAND REQUIREMENTS

Part 1 - Land available for the Project

1. Drawings

- 1.1 For the purposes of clause 7 (*Site access*) and the other provisions of this Agreement, the Parties acknowledge and agree that:
- 1.1.1 the Construction Land Drawings and the Operational Land Drawings provide details of the land available for the Project, subject to clause 7 (*Site access*);
 - 1.1.2 the Construction Land Drawings show:
 - a. the Sections of the Site;
 - b. the Additional Asset Areas; and
 - c. the Protective Works Areas; and
 - 1.1.3 the Operational Land Drawings show the Provisional O&M Area.
- 1.2 For the purposes of the Site Access Programme, the drawing numbers are references to the Construction Land Drawings.

SCHEDULE 4

LAND REQUIREMENTS

Part 2 - Site Access Programme

1. Site Access Programme

1.1 The Parties acknowledge and agree that the Site Access Programme is as follows:

Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
1a	█	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	█	█	█	GLA/SHL LUL
1b	█	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	█	█		DLR
2	█	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	█	█		Waterfront, GLA/SHL and DLR
3	█	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	█	█		GLA/SHL
4	█	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	█	█	█	GLA/SHL

Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
5	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	ASD Limited & GLA/SHL
6	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	GLA/SHL
7	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	Waterfront and DLR
8	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	Waterfront, GLA/SHL and DLR
9	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	GLA/SHL
10	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	GLA/SHL
11	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	GLA/SHL
12	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	GLA/SHL
13	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]	[REDACTED]	GLA/SHL

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Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
14	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]		GLA/SHL
15	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105 ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■	■		N/A
16	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]		GLA/SHL
17	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]		N/A
18	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]		GLA/SHL
19	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	[REDACTED]	[REDACTED]		N/A
20 (to the extent such Section of the Site is comprised of areas above the riverbed)	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105 ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■	■		N/A

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Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
20 (to the extent such Section of the Site is comprised of subsurface)	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105 ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■ ■■■■■	■■■■■ ■■■■■		
21	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105 ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■	■		N/A
22	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■		N/A
23	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104 ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■ ■■■■■	■■■■■ ■■■■■		N/A
24a	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■		Knight Dragon
24b	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■		Knight Dragon
25a	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104 ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■ ■■■■■	■■■■■ ■■■■■		N/A
25b	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■		Knight Dragon

Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
26	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		Knight Dragon
27	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■		Knight Dragon
28	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		Knight Dragon
29a	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	Knight Dragon
29b	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	Knight Dragon
30a	■■■■■ ■■■■■ ■■■■■ ■■■■■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		Knight Dragon
30b	■■■■■ ■■■■■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		Knight Dragon

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Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
31	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	[REDACTED]	[REDACTED]	[REDACTED]	Knight Dragon
32	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	[REDACTED]	[REDACTED]	[REDACTED]	Knight Dragon
33	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	[REDACTED]	[REDACTED]	[REDACTED]	Knight Dragon
34a	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	[REDACTED]	[REDACTED]	[REDACTED]	N/A
34b	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	[REDACTED]	[REDACTED]	[REDACTED]	N/A
34c	[REDACTED]	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	[REDACTED]	[REDACTED]	[REDACTED]	N/A

Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
35	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■ ■■■■■ ■■■■■ ■■■■■	N/A
36	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■ ■■■■■ ■■■■■	Birch Sites Limited and Southern Gas Networks Plc
37	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	N/A
38	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	N/A
39	■■■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		Birch Sites Limited and Southern Gas Networks Plc
40	■■■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		Southern Gas Networks Plc
41	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		Southern Gas Networks Plc
42	■■■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■		N/A

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Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
43	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■	Brenntag
44	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	Brenntag
45	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■	Brenntag
46	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■	N/A
47	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■	Brenntag
48	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0105	■■■■■	■■■■■	■	GLA/SHL
49	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■	N/A
50	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	N/A
51	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	N/A
52	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	N/A

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Section No	Daily Land Occupation Fee	Drawing number	Site Access Date	Site Access Expiry Date	Additional Asset Access Expiry Date	Relevant Third Party Agreement(s)
53	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	Southern Gas Networks Plc
54	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	Birch Sites Limited
55	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	N/A
56	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■■■■■	■■■■■	■■■■■	N/A
NOT USED	NOT USED	NOT USED	NOT USED	NOT USED	NOT USED	NOT USED
58	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0103	■	■	■■■■■	Birch Sites Limited and Southern Gas Networks Plc
NOT USED	NOT USED	NOT USED	NOT USED	NOT USED	NOT USED	NOT USED
60	■■■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■	■■■■■	Knight Dragon
61	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■	■■■■■	Knight Dragon
62	■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■	■■■■■	Knight Dragon
63	■■■■■	ST150030-MCO-ZZZ-ZZ-DRG-XS-0104	■■■■■	■■■■■	■■■■■	Knight Dragon

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1.2 For the purposes of the Site Access Programme, references to:

1.2.1 the following counter-parties to the Third Party Agreements have the following meaning:

- a. "Waterfront" means Waterfront Studios;
- b. "Knight Dragon" means Knight Dragon Developments Limited, Knight Dragon Investments Limited, Knight Dragon Infrastructure Limited, Ansko Arena Limited, Waterfront GP Limited and Waterfront Partner 1 Limited, GLA Land and Property Limited, Trinity (D) Limited; and
- c. "Brenntag" means Brenntag Inorganic Chemicals Limited and Brenntag UK Limited;
- d. "GLA/SHL" means GLA Land and Property Limited and Silvertown Homes Limited;
- e. "DLR" means Docklands Light Railway Limited; and
- f. "LUL" means London Underground Limited.

1.2.2 "N/A" for the Site Access Date and Site Access Expiry Date indicates that Project Co is required to secure the relevant access pursuant to the Transferred DCO Functions in accordance with clause 7.2 (*River access*).

2. Access Requirements

- 2.1 In relation to Sections of the Site numbered 13 and 14 on the Construction Land Drawings, the Parties acknowledge and agree that Project Co shall permit at all times emergency vehicles to access those Sections of the Site as may be required for such vehicles to access the buildings situated in the adjacent area shaded grey on the Construction Land Drawings.
- 2.2 In relation to the Section of the Site numbered 23 on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.2.1 Project Co shall maintain pedestrian and vehicular (including emergency vehicle) access at all times to:
- a. Buildings 1 to 5;
 - b. car parks;
 - c. the River Thames; and
 - d. the Emirates Air Line;
- 2.2.2 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the access requirements listed in paragraph 2.2.1;
- 2.2.3 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.2.2, provide Project Co with any comments it has with respect to the proposed access arrangements. and where no comments are received in accordance with this paragraph 2.2.3, such plan will be deemed to be accepted;
- 2.2.4 where TfL provides comments on the proposed plan in accordance with paragraph 2.2.3, Project Co shall consider and take into account TfL's comments;
- 2.2.5 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.2.3 and 2.2.4.
- 2.3 In relation to the Section of the Site numbered 60 on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.3.1 Project Co shall:
- a. maintain pedestrian and vehicular (including emergency vehicle) access at all times to the part of Car Park No. 3 occupied by Project Co; and
 - b. maintain such access through a controlled barrier arrangement on a like for like basis as exists on the Effective Date;
- 2.3.2 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the access requirements listed in paragraph 2.3.1;

- 2.3.3 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.3.2, provide Project Co with any comments it has with respect to the proposed access arrangements, and where no comments are received in accordance with this paragraph 2.3.3, such plan will be deemed to be accepted;
- 2.3.4 where TfL provides comments on the proposed plan in accordance with paragraph 2.3.3, Project Co shall consider and take into account TfL's comments;
- 2.3.5 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.3.3 and 2.3.4.
- 2.4 In relation to the Section of the Site numbered 61 on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.4.1 Project Co shall maintain pedestrian and vehicular (including emergency vehicle) access at all times to Building 5;
- 2.4.2 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the access requirements listed in paragraph 2.4.1;
- 2.4.3 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.4.2, provide Project Co with any comments it has with respect to the proposed access arrangements, and where no comments are received in accordance with this paragraph 2.4.3, such plan will be deemed to be accepted;
- 2.4.4 where TfL provides comments on the proposed plan in accordance with paragraph 2.4.3, Project Co shall consider and take into account TfL's comments;
- 2.4.5 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.4.3 and 2.4.4.
- 2.5 In relation to the Section of the Site numbered 62 on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.5.1 Project Co shall maintain pedestrian and vehicular (including emergency vehicle) access at all times to:
- a. the ticket office; and
 - b. the Emirates Air Line;
- 2.5.2 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the access requirements listed in paragraph 2.5.1;
- 2.5.3 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.5.2, provide Project Co with any comments it has with respect to the proposed access arrangements. and where no comments are received in accordance with this paragraph 2.5.3, such plan will be deemed to be accepted;

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Part 2 – Site Access Programme

- 2.5.4 where TfL provides comments on the proposed plan in accordance with paragraph 2.5.3, Project Co shall consider and take into account TfL's comments;
- 2.5.5 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.5.3 and 2.5.4.
- 2.6 In relation to the Section of the Site numbered 63 on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.6.1 no part of such Section of the Site shall be used by Project Co for the purpose of storing any construction materials for the Works, save for short term storage directly associated with any access granted pursuant to paragraph 2.11;
- 2.6.2 Project Co shall maintain pedestrian and vehicular (including emergency vehicle) access at all times to the part of the Design District not occupied by Project Co;
- 2.6.3 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the access requirements listed in paragraph 2.6.2;
- 2.6.4 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.6.3, provide Project Co with any comments it has with respect to the proposed access arrangements, and where no comments are received in accordance with this paragraph 2.6.4, such plan will be deemed to be accepted;
- 2.6.5 where TfL provides comments on the proposed plan in accordance with paragraph 2.6.4, Project Co shall consider and take into account TfL's comments;
- 2.6.6 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.6.4 and 2.6.5;
- 2.6.7 Project Co shall:
- a. take proper account of any representations made by Knight Dragon regarding any proposed Works (including but not limited to representations regarding proposed position location and/or duration of the same) provided that such representations shall not be binding on Project Co;
 - b. endeavour to preserve the public realm, landscaping, roads, accessways and other works installed within such Section of the Site (including limiting the parts of such Section of the Site affected by such works) so far as reasonably practicable (but the parties acknowledge that Project Co shall not be prevented from carrying out the Works within such Section of the Site where such Works cannot otherwise reasonably be carried out on other land) and shall co-operate with Knight Dragon in seeking to minimise any damage or disturbance to such Section of the Site in connection with such Works and access;
 - c. use all reasonable endeavours to minimise any damage and disturbance caused to such Section of the Site so far as reasonably practicable; and

- d. notwithstanding paragraph 2.11e of this Part 2 (*Site Access Programme*), following completion of the relevant part of the Works, reinstate such Section of the Site to the same condition as it was in prior to the commencement of such Works.
- 2.7 In relation to the Section of the Site numbered 55 on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.7.1 Project Co shall:
- a. ensure the TfL station car park shown on preliminary drawings STWTN-ATK-GEN-XXXX-DR-Z-3521 P01.1 STT-TFL-MAC-A001_Z-DR-T-0200 can continue to be used as an operational car park at all times; and
 - b. maintain pedestrian and vehicular (including emergency vehicle) access at all times to the TfL station car park;
- 2.7.2 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the requirements listed in paragraph 2.7.1;
- 2.7.3 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.7.2, provide Project Co with any comments it has with respect to the proposals for the management of the requirements listed in paragraph 2.7.1, and where no comments are received in accordance with this paragraph 2.7.3, such plan will be deemed to be accepted;
- 2.7.4 where TfL provides comments on the proposed plan in accordance with paragraph 2.7.3, Project Co shall consider and take into account TfL's comments; and
- 2.7.5 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.7.3 and 2.7.4.
- 2.8 In relation to the Sections of the Site numbered 34A and 34B on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.8.1 Project Co shall maintain access for users of the DVSA/Metropolitan Police vehicle assessment facility;
- 2.8.2 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the access requirements listed in paragraph 2.8.1;
- 2.8.3 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.8.2, provide Project Co with any comments it has with respect to the proposals for the management of the requirements listed in paragraph 2.8.1, and where no comments are received in accordance with this paragraph 2.8.3, such plan will be deemed to be accepted;
- 2.8.4 where TfL provides comments on the proposed plan in accordance with paragraph 2.8.3, Project Co shall consider and take into account TfL's comments; and

- 2.8.5 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.8.3 and 2.8.4.
- 2.9 In relation to the Section of the Site numbered 34C on the Construction Land Drawings, the Parties acknowledge and agree that:
- 2.9.1 Project Co shall maintain access for TfL, TfL Related Parties and the Emergency Services to the Blackwall Tunnel Southbound Floodgate House and any car park designed and constructed pursuant to paragraph 2.1.2 of Annex 7 (*Additional Assets 8, 9 and 10*) of Part 1 (*Design and Construction Requirements*) of Schedule 10 (*Design and Construction Requirements*);
- 2.9.2 Project Co shall provide TfL with a plan forty (40) Working Days prior to the Site Access Date which details how Project Co intends to manage the access requirements listed in paragraph 2.9.1;
- 2.9.3 TfL shall, within twenty (20) Working Days of receipt of the plan provided in accordance with paragraph 2.9.2, provide Project Co with any comments it has with respect to the proposals for the management of the requirements listed in paragraph 2.9.1, and where no comments are received in accordance with this paragraph 2.9.3, such plan will be deemed to be accepted;
- 2.9.4 where TfL provides comments on the proposed plan in accordance with paragraph 2.9.3, Project Co shall consider and take into account TfL's comments; and
- 2.9.5 Project Co shall at all times during the Access Period, comply with the plan as approved or amended under paragraphs 2.9.3 and 2.9.4.
- 2.10 In relation to the Sections of the Site numbered 35, 38, and 42 in the Construction Land Drawings:
- 2.10.1 Project Co shall maintain reasonable access to such Sections of the Site for pedestrians and vehicles during the construction of the Works; and
- 2.10.2 Project Co shall provide a permanent replacement access to such Sections of the Site for pedestrians and vehicles if the existing means of access to such Sections of the Site is stopped up as part of the Works.
- 2.11 In relation to Sections of the Site numbered [REDACTED] in the Construction Land Drawings Project Co acknowledges and agrees that:
- 2.11.1 the access provided pursuant to clause 7.1 (*Access Rights*), and to which the relevant Site Access Date applies relates only to the subsurface of those Sections of the Site;
- 2.11.2 Project Co shall provide notification to TfL of any periods where Project Co may require access to any areas of the surface of such Section of the Site for the purposes of ground treatment works, performing emergency TBM related works, removing or excavating buried obstructions (including any UXOs) or monitoring, strengthening, or replacement works to third party assets and utility apparatus unplanned at the Effective Date ("**Pre-emptive Temporary Access Period**") at least 60 days in advance of the proposed start date of the Pre-emptive Temporary Access Period;

- 2.11.3 provided that Project Co has complied with the requirements of paragraph 2.11.2, where during the Pre-Emptive Temporary Access Period, Project Co requires access to any areas of the surface of such Sections of the Site for the purposes of ground treatment works, performing emergency TBM related works, removing or excavating buried obstructions (including any UXOs) or monitoring, strengthening, or replacement works to third party assets and utility apparatus unplanned at the Effective Date, Project Co shall provide TfL with written notice of any such access required during the Pre-emptive Temporary Access Period, including details of the specific surface area within such Section of the Site required for the activity, the proposed site positioning and materials, the proposed commencement date and duration of such activity and the methodology for the activity;
- 2.11.4 TfL shall provide access to the areas identified by Project Co in accordance with paragraph 2.11.3 as soon as reasonably practicable and in any event no later than 10 Working Days' after the proposed commencement date specified in the notice referred to in paragraph 2.11.3, provided that:
- a. such areas shall be deemed to be part of the Active Site for the duration of the period of any such access;
 - b. clause 17 shall not apply to any such areas;
 - c. Project Co shall:
 - i. complete any activities specified in the notice referred to in paragraph 2.11.3 and vacate the relevant area as soon as reasonably practicable; and
 - ii. keep TfL fully informed of the progress of any such activity, including any delays to the date on which Project Co expects to access or to vacate the area specified;
 - d. before demobilising from any such areas, Project Co shall comply with the requirements of clause 7.9 as if clause 7.9 applied on its terms to any such areas.
- 2.12 In relation to Sections of the Site [REDACTED] in the Construction Land Drawings, Project Co acknowledges and agrees that:
- 2.12.1 only the surface area of such Sections of the Site:
- a. will be subject to Project Co's obligations under Paragraph 3.1 of Part 3 (*Land Compensation Principles*); and
 - b. will be capable of being handed over in accordance with clause 17;
- 2.12.2 any Handover Certificate issued pursuant to clause 17 in relation to such Sections of the Site shall apply only the surface area of such Sections of the Site;
- 2.12.3 notwithstanding clause 7.4(a) and the Site Access Expiry Date for those Sections of the Site, Project Co shall use all reasonable endeavours to vacate the surface level of those Sections of the Site as soon as is reasonably practicable; and

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2.12.4 notwithstanding clause 7.4(a)(ii), the Access Period for:

- a. the surface area of such Sections of the Site shall terminate on the date of the relevant Handover Certificate for the surface area of such Sections of the Site; and
- b. the subsurface of such Sections of the Site shall terminate on the Site Access Expiry Date.

SCHEDULE 4

LAND REQUIREMENTS

Part 3 - Land Compensation Principles

1. Land Compensation and Operational Compensation

1.1 Subject to paragraph 4 (*Compensation payable pursuant to the Transferred DCO Functions*), TfL shall be responsible for dealing with, negotiating, settling and paying all claims for Land Compensation and Operational Compensation and may take such steps as it considers appropriate in its discretion in so doing, including the commencement, carrying on or defence of any proceedings for the determination of all or any part thereof.

1.2 Project Co shall:

1.2.1 take all reasonable steps to minimise any Land Compensation, Operational Compensation and any associated Losses including, in the case of Operational Compensation, the use of all reasonable endeavours to minimise any nuisance to any persons who may be affected by the operation of the Project Facilities;

1.2.2 provide TfL with all administrative and other support and assistance associated with the handling of claims for Land Compensation or Operational Compensation required by TfL, including the provision of any information, calculations, plans, drawings, sketches, photographs, evidence and other material required by TfL in connection with its responsibilities in relation to the subject matter of such claims for Land Compensation or Operational Compensation and any associated Losses;

1.2.3 immediately provide to TfL any notices, statements, proofs or other documents sent to it or as part of or in connection with any claims for Land Compensation or Operational Compensation and shall immediately notify TfL of any fact or issue relevant to the consideration or negotiation of any such claims and any associated Losses; and

1.2.4 not negotiate with, express any opinion to or otherwise make any representation to any person in relation to any claim for Land Compensation or Operational Compensation or any associated Losses.

2. Works Compensation

2.1 Project Co shall, at its own expense, undertake and conclude on behalf of TfL all negotiations with third parties (including references to the Upper Tribunal (Lands Chamber) and any other necessary proceedings) in relation to Works Compensation.

2.2 Once Project Co has agreed or it has been determined that Project Co is obliged to pay an amount to a third party by way of Works Compensation, Project Co shall notify TfL of the amount to be paid within twenty (20) Working Days of such agreement or determination.

2.3 Project Co shall be liable for and shall pay all Works Compensation and hereby agrees to indemnify and hold harmless TfL from and against all claims in relation to or in connection with Works Compensation.

- 2.4 Prior to making any agreement under paragraph 2.2 for the payment of Works Compensation, Project Co shall notify TfL in writing of its intended payment and afford TfL the opportunity to make representations in relation to such payment which (if made) Project Co shall take into account.
- 2.5 In order to discharge its obligations under this paragraph 2 (*Works Compensation*), Project Co shall, on receipt of the first claim for Works Compensation and at its own cost, appoint a suitable organisation or persons experienced in the field of compulsory purchase compensation (the "**Works Compensation Agents**") and the following conditions shall apply:
- 2.5.1 the Works Compensation Agents shall be selected by Project Co subject to the approval of TfL (not to be unreasonably withheld or delayed);
- 2.5.2 the following provisions (inter alia) shall be incorporated in the Works Compensation Agents' appointment:
- a. upon the receipt of any claim for Works Compensation, TfL shall:
 - i. acknowledge receipt thereof and advise the claimant as to the person responsible for negotiating such claim; and
 - ii. notify Project Co of the receipt of any claim in respect of Works Compensation for which Project Co is responsible in accordance with this paragraph 2 (*Works Compensation*) and shall provide to Project Co a copy of any such claim within five (5) Working Days of receipt thereof;
 - b. the Works Compensation Agents shall submit regular written reports to TfL on the progress of all negotiations with claimants in relation to Works Compensation but TfL shall be entitled at any time to request information from the Works Compensation Agents on the progress of all such negotiations and such information shall be provided to TfL within three (3) Working Days of any such request;
 - c. in the event that TfL is reasonably of the opinion that the conduct of the Works Compensation Agents in the negotiation of any claim made by any third party is causing or is likely to cause significant and justifiable adverse publicity or criticism of TfL in relation to the exercise of its statutory powers:
 - i. Project Co shall, if reasonably required by TfL, procure that the Works Compensation Agents take such steps as are reasonably necessary in TfL's opinion to remedy or otherwise address the said adverse publicity or criticism within such period as may be reasonably specified by TfL; and
 - ii. in the event of the Works Compensation Agents failing to take such steps, TfL shall be entitled to require that the appointment of the Works Compensation Agents be terminated by Project Co at Project Co's expense, whereupon Project Co shall promptly select alternative Works Compensation Agents and the provisions of this paragraph 2 (*Works Compensation*) shall apply mutatis mutandis to the appointment of the alternative Works Compensation Agents.
- 2.6 Project Co shall use all reasonable endeavours to minimise any nuisance to any persons who may be affected by Project Co and its Sub-Contractors carrying out the Works,

including taking all proper and reasonable steps to ensure that no undue inconvenience is caused.

2.7 Where Project Co installs or intends to install Ground Anchors in any Section of the Site in connection with the Works:

2.7.1 such Ground Anchors shall be deemed to be:

- a. temporary works throughout the period that such Ground Anchors are under load as temporary works; and
- b. ground strengthening works when they are no longer under load after having the anchor head detached from the tunnel or cut and cover retaining wall structure;

2.7.2 where all other occupation of the relevant Section of the Site has ceased, Project Co shall only be required to pay the Daily Land Occupation Fee for such Section of the Site where such Ground Anchors remain under load as temporary works;

2.7.3 notwithstanding clause 12.1(j) or clause 30.1(a), TfL shall be responsible for any compensation payable pursuant to any of the Third Party Agreements or Transferred DCO Functions in relation to such Ground Anchors left in situ;

2.7.4 Project Co shall use reasonable endeavours to design such Ground Anchors so as to minimise the number of Ground Anchors that extend outside of the land that TfL has the powers to permanently acquire (where land that TfL has the powers to permanently acquire is identified as the “pink” areas on the DCO Land Plans), provided that Project Co shall not be required to replace Ground Anchors with alternative structures;

2.7.5 notwithstanding clause 7.13, any installation of Ground Anchors to be undertaken by Project Co on land that TfL does not have the powers to permanently acquire will not require Project Co to seek additional access rights.

2.7.6 if:

- a. such Ground Anchors are to be situated outside of the land that TfL has the powers to permanently acquire; or
- b. such Ground Anchors are to be situated within the land that TfL has the powers to permanently acquire and outside of the land that TfL intends to permanently acquire (which shall be confirmed by TfL in response to progression of Project Co tunnel design);

and

- c. any counterparty to a Third Party Agreement states that the retention of such Ground Anchors in situ would be in breach of the Third Party Agreement and/or introduce a risk to potential future construction activities contemplated by that counterparty;

then:

- d. where required by TfL, Project Co shall design and construct such Ground Anchors using Glass Fibre Reinforced Polymer ("**GFRP**") rather than steel and such instruction shall be treated as a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*) and TfL shall pay Project Co its Additional Costs of Installation in accordance with clause 27 (*Invoicing and Payment*).
- 2.8 Notwithstanding any other provisions of this Agreement, the Parties acknowledge and agree that Project Co may leave in situ and is not required to remove any Ground Anchors that Project Co installs, including on the land of the Carlsberg Tetley Site Lease, the Diverse Ventures Site Lease or the Thames Wharf Site Lease.
- 2.9 If any counterparty to a Third Party Agreement states that the retention of Ground Anchors in situ would be in breach of such Third Party Agreement and/or introduce a risk to potential future construction activities contemplated by that counterparty, TfL may require the removal of any such Ground Anchors and such instruction shall be treated as a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*) subject to the following:
- 2.9.1 Project Co shall not be obliged to remove such Ground Anchors if in its reasonable opinion any of limbs (i) to (vi) of paragraph 3.1 (a) of Part 1 (*TfL Changes*) of Schedule 22 applies;
- 2.9.2 TfL shall pay Project Co its Additional Costs of Removal in accordance with clause 27 (*Invoicing and Payment*); and
- 2.9.3 the removal of such Ground Anchors shall not form part of the Handover Requirements or the Permit to Use Requirements or be considered to be a breach by Project Co of any Transferred Third Party Function.
- 3. Land Occupation Fees**
- 3.1 In relation to each Section of the Site, Project Co shall be liable to TfL for the payment of the Daily Land Occupation Fee for each day of the relevant Access Period for that Section of the Site.
- 3.2 TfL shall invoice and Project Co shall pay the total Daily Land Occupation Fees payable pursuant to paragraph 3.1 to TfL in accordance with:
- 3.2.1 clause 27.1 (*Payments due prior to the Permit to Use Date*) for any amounts due prior to the Permit to Use Date, except that any reference to "calendar month" in clause 27.1 (*Payments due prior to the Permit to Use Date*) shall be read as a reference to "calendar quarter"; and
- 3.2.2 clause 27.3 (*Payment Report*) to clause 27.7 (*Payments*) (inclusive) for any amounts due during the Availability Period.
- 3.3 Where any Daily Land Occupation Fee remains unpaid after the date when payment was due pursuant to paragraph 3.2, Project Co shall be liable for:
- 3.3.1 interest in accordance with clause 27.8 (*Late payments*), with such interest to accrue daily and be compounded monthly from and including the date when payment was due up to but excluding the date of actual payment; and

- 3.3.2 any interest payable by TfL to any relevant land owner for the relevant late payment (if applicable).
- 3.4 To the extent that Project Co continues to occupy a Section of the Site after the relevant Site Access Expiry Date in accordance with clause 7.4(k), Project Co shall continue to be liable for the Daily Land Occupation Fees following the Site Access Expiry Date until the expiry of the Access Period for that Section of the Site.
- 3.5 If a Handover Certificate is issued for an Additional Asset Area, Project Co shall remain liable for the Daily Land Occupation Fee for the relevant Sections of the Site in which the Additional Asset Areas are located until the expiry of the Access Period for those relevant Sections of the Site.
- 4. Compensation payable pursuant to the Transferred DCO Functions**
- 4.1 Despite any other provision of this Part 3 (*Land Compensation Principles*), Project Co shall be liable for and shall pay any compensation payable pursuant to a Transferred DCO Function.
- 4.2 The provisions of paragraph 2 (*Works Compensation*) shall apply to any compensation payable by Project Co pursuant to paragraph 4.1 as if such compensation was Works Compensation.