



**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2025

**BETWEEN:-**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall Main Road Romford RM1 3BD (“Havering”); and
- (2) **NATIONAL HIGHWAYS LIMITED** a company registered in England (Company Number 9346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (“National Highways”)

### **BACKGROUND**

- (1) In order to facilitate the construction of a shared use pedestrian and cycle route from Harold Wood, Havering to Brentwood via the Brook Street roundabout, National Highways wishes to undertake Highways Works on highway for which Havering is highway authority.
- (2) Havering and National Highways enter into this Agreement, under Section 8 of the Highways Act 1980, authorising National Highways to carry out the Highway Works to alter the Highway Land.

### **THE PARTIES AGREE THAT:**

#### **1 Definitions**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Agreement**” means this deed of agreement;

“**Commencement Date**” means the date agreed between Havering and National Highways for commencement of the Highway Works;

“**Completion Certificate**” means the certificate issued by Havering confirming completion of the Highway Works including any Remedial works required to be carried enabling the Highway Works to be used for the purpose for which they were designed.

**“Completion Date”** means the date on which the Completion Certificate has been issued;

**“Detailed Design”** means the Drawings, specifications and method statements for the design and implementation of the Highway Works;

**“Drawing(s)”** means drawing: HE551519-SWE-HGN-ZZ-DR-CH-51001 annexed to this Agreement;

**“Highway Land”** means that part of the local highway network maintainable by Havering at the public expense on which the Highway Works are proposed to be carried out including all footpaths, Street Furniture, verges, service strips, service margins, vehicular crossings and road surface water drainage systems (if any) being the construction of a new a mixed use pedestrian and cycle route, Havering to Brentwood via the Brook Street roundabout, as shown on the Drawing(s);

**“Highway Works”** means the works undertaken to the Highway Land as fully described in the Schedule to this Agreement and shown on the Drawings;

**“Legal Fee”** Havering’s reasonable legal fees incurred in connection with the preparation, completion and registration of this Agreement;

**“Party or Parties”** means a party or the parties to this Agreement;

**“Remedial Works”** means works undertaken to the Highways Works to remedy any defects in the Highway Works to the reasonable satisfaction of Havering,

**“Statutory Undertaker”** a statutory undertaker as defined in section 329(1) of the Highways Act 1980 and including:

- (a) persons authorised under any enactment to carry on an undertaking for the supply of electricity, gas, water or any sewerage undertaking;
- (b) the Environment Agency;
- (c) a holder of a licence to operate telecommunication systems;

(d) the Civil Aviation Authority; or

(e) the holder of a licence to supply cable television;

**“Street Furniture”** the street lighting, traffic lights and illuminated traffic signs installed or to be installed as part of the Highway Works on the Highway Land;

**“Technical Fee”** £15,000 to be used by Havering to pay for the costs incurred in: approving the details submitted by National Highways including the cost of any technical advice that is required before any feature or structure proposed as part of the Highway Works can be approved; approving any alterations to the Highway Works; inspecting the construction of the Highway Works (including any Statutory Undertakers' diversions, alterations and other works) to ensure that the Highway Works comply with the Detailed Design and any specification and method statement as agreed by Havering; inspecting the construction of the Highway Works and any works to Statutory Undertakers' plant or equipment to ensure that the Highway Works comply with the Detailed Design and any specification and method statement as agreed by Havering.

**“Working Day”** any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
- 1.3 the Schedule(s) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule(s);
- 1.4 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.5 a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.6 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

- 1.7 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.8 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of Havering or National Highways the successors to its respective statutory functions;
- 1.9 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.10 unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision;
- 1.11 a reference to writing or written includes fax but not e-mail;
- 1.12 any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.13 any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement shall be unaffected.

## **2 Transfer of Highway & Traffic Functions**

- 2.1 In accordance with section 8 of the Highways Act 1980, Havering's functions of highway authority and traffic authority including alteration, improvement and maintenance of the Highway Land shall be:
  - (a) exercised by National Highways in connection with the Highway Works in accordance with clause 3 of the Agreement

- 2.2 The exercise of such functions by National Highways is subject to the detailed provisions of this Agreement and to the residual and ongoing responsibilities of Havering in respect of A1306 New Road.
- 2.3 The Parties shall at all times co-operate with each other to enable the Highway Works to be carried out promptly effectively and without undue disruption to the existing highway network and in particular shall assist each other in the promotion and publication of any necessary traffic regulation orders and dealing with any other statutory requirements including those of any utility companies.

### **3 The Highway Works**

- 3.1 Prior to commencement of any part of the Highway Works National Highways shall obtain Havering's written approval to:
- (a) the Detailed Design; and
  - (b) any traffic and / or any activity management measures.
- 3.2 National Highways may from time to time seek the approval of Havering to amend or alter the Detailed Design and / or any traffic and / or any activity management measures.
- 3.3 National Highways shall carry out the Highway Works at its expense in accordance with the Detailed Design and / or any traffic and / or any activity management measures as approved by Havering.
- 3.4 National Highways shall endeavour to complete the Highway Works to the reasonable satisfaction of Havering.
- 3.5 Upon completion of the Highway Works National Highways shall notify Havering and apply in writing for the Completion Certificate to be issued and within 20 Working Days of receipt of such application Havering shall:
- (a) Inspect the Highway Works; and
  - (b) Issue the Completion Certificate to National Highways; or
  - (c) Where Remedial Works have been identified issue a notice to National

Highways with a definitive written list of the Remedial Works required in order to achieve completion of the Highway Works.

- 3.6 National Highways shall ensure that any Remedial Works are carried out at its own expense as soon as reasonably practicable following receipt of a notice referred to in clause 3.5(c).
- 3.7 Upon completion of the Remedial Works National Highways shall notify Havering and as soon as reasonably practicable Havering shall conduct an inspection and if the Remedial Works and Highway Works have been completed to their reasonable satisfaction Havering shall issue the Completion Certificate to National Highways.
- 3.8 If National Highways does not carry out and / or complete the Remedial Works specified in the notice at clause 3.5(c) within such a reasonable timescale as may be set out in the notice Havering shall be entitled to carry out and / or complete such works and to recover the reasonable costs incurred from doing so from National Highways in accordance with Clause 8.2.

#### **4 Permanent Maintenance**

Upon issue of the Completion Certificate:

- (a) Havering shall assume responsibility for maintaining the Highway Land at its own expense; and
- (b) the Highway Works and any Remedial Works shall become part of the highway maintainable at the public expense.

#### **5 Environmental Protection**

National Highways shall ensure that the Highway Land is so far as practicable kept clean and clear of litter and refuse pursuant to Havering's duty under section 89 of the Environmental Protection Act 1990 from the date of commencement of the Highway Works until the date Havering resumes responsibility for managing and maintaining the Highway Land.

## **6 Access Arrangements**

National Highways shall ensure that Havering's servants and agents have continuous access to the Highway Land for the purposes of inspecting the Highway Works and of carrying out any remedial works not carried out or not properly carried out by National Highways and for the purposes of undertaking or discharging Havering's powers and duties as highway authority and as traffic authority in relation to A1306 New Road.

## **7 Indemnity**

National Highways shall indemnify Havering against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities incurred by Havering which may arise out of or be incidental to the discharge of functions referred to in Clause 2 and other obligations of National Highways pursuant to the Agreement save where any such damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities result from any act, omission or negligence of Havering or its servants, agents or contractors PROVIDED THAT Havering shall notify National Highways promptly upon receipt of any claims or causes of action to which this indemnity applies.

## **8 Costs**

8.1 Prior to completion of this Agreement National Highways shall pay:

- (a) the Legal Fee; and
- (b) the Technical Fee.

8.2 National Highways shall reimburse Havering for any costs incurred by Havering in carrying out Remedial Works in accordance with Clause 3.7 within 28 days of receipt of a notice demanding payment.

## **9 Notices**

9.1 Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:

- (a) to Havering at: Street Management, London Borough of Havering, Town

Hall, Main Road, Romford RM1 3BD marked for the attention of Daniel Douglas Daniel.douglas@havering.gov.uk;

- (b) to National Highways at: National Highways, 1 Walnut Tree Close, Bridge House, Guildford, Surrey, GU1 4LZ marked for the attention of Zachary Pepper;

or as otherwise specified by the relevant party by notice in writing to each other party.

9.2 Any notice or other communication given in accordance with this Agreement shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the Working Day after posting.

9.3 A notice or other communication required to be given under this Agreement shall not be validly given if sent by e-mail.

9.4 This clause does not apply to the service of any proceedings or other documents in any legal action.

## **10 Contracts (Rights of Third Parties)**

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

## **11 Statutory Powers and Duties**

11.1 The Parties shall each ensure that they comply with all relevant statutory requirements in the discharge of their respective obligations contained in this Agreement.

11.2 Nothing in this Agreement shall fetter the discretion of the Parties in the exercise of their statutory powers and duties (whether as highway authority or traffic authority or otherwise).

## **12 Termination**

12.1 Havering reserves the right to terminate this Agreement by giving 14 days notice to National Highways in the event of any material breach by National Highways of its obligations in this Agreement, or if Havering deems termination of the Agreement to be appropriate and / or necessary in the context of its powers and duties regarding the Highway Land.

12.2 National Highways may terminate this Agreement by giving 14 days notice to Havering PROVIDED THAT National Highways first undertakes or completes any works or actions which Havering may reasonably require in accordance with a counter-notice given to National Highways.

## **13 Dispute Resolution**

13.1 If any dispute, controversy or claim arises out of or in relation to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, the parties shall make all reasonable efforts to resolve the dispute by negotiation, through a meeting of both Parties' officers appointed to manage this Agreement and any other relevant personnel.

13.2 If the Parties are unable to settle the dispute by negotiation, then the parties agree to enter into mediation in good faith to settle the dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR Notice") to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

13.3 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice.

13.4 If the parties are unable to settle the dispute by mediation the parties may agree to the appointment of an arbitrator in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the parties;
- (b) in default of the parties' Agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Institution of Civil Engineers;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London or wherever else the parties hereto agree.

#### **14 Counterparts**

This Agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

#### **15 Law and Jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **Schedule 1**

### **[Description of Highways Works]**

The highway works involve construction of the new shared use path suitable to pedestrians and cyclists to create a continuous link of footway/cycleway between Harold Wood, Havering and Brentwood.

The new shared use path will run from Transport for London and Havering highway boundary along the north east corner of Maylands Way for 15m along the existing radius kerb line where the informal crossing point will be made across Maylands Way to connect to the existing footway which would be widened to 3m. An existing street lighting column will be removed and replaced in conjunction with Havering's Street Lighting Engineer to provide lighting to the footway/cycleway and to the carriageway.

The new footway/cycleway would be 3m wide and it will be separated from the carriageway by grass verge off the kerb line. The footway/cycleway will be retained from carriageway side by edge kerb; sub-base to be 225mm thick type 1 granular material, the binder course to be 50 mm thick asphaltic concrete 20 mm dense and the surface course 20 mm thick 6 mm dense. The existing tactile paving at the crossing point will reset

## [Bill of Quantities]

Item Description	Quantity	Unit
<b>Series 200 - Site Clearance</b>		
<b>Kerbs and Channels - take up or down and dispose off site</b>		
Pre-cast concrete kerb, concrete bed and backing	15	
Pre-cast concrete footway edging, concrete bed and backing		
<b>Traffic signs, bollards, marker posts and studs - take up or down and dispose off site</b>		
Sign post exceeding 100mm diameter (disconnection measured separately)		
<b>Street Furniture - take up or down and dispose off site</b>		
Bollards (Concrete)		
<b>Traffic signs, bollards, marker posts and studs - take up or down and set aside for re-use</b>		
Sign plate exceeding 0.25m <sup>2</sup> but not exceeding 0.5m <sup>2</sup>		
<b>Series 500 - Drainage and Service Ducts</b>		
<b>Refix or adjust the level of any class of cover (over 6 covers per site)</b>		
In footway or verge, area exceeding 0.50 but not exceeding 1.00m <sup>2</sup> , adjustment not exceeding 75mm		
<b>Series 600 - Earthworks</b>		
<b>Excavation of topsoil (acceptable material class 5A) in general excavation</b>		
Exceeding 100m <sup>3</sup>		
<b>Excavation of acceptable or unacceptable material - other than class 5A in general excavation</b>		
Exceeding 100m <sup>3</sup>		
<b>Extra Over for excavation of asphalt concrete material in footway or paved areas</b>		
Not exceeding 10m <sup>3</sup>		
<b>Disposal of topsoil (Class 5A)</b>		
Exceeding 25m <sup>3</sup>		
<b>Disposal of acceptable material (other than Class 5A)</b>		
Exceeding 100m <sup>3</sup>		
<b>Disposal of unacceptable non-hazardous, uncontaminated material - rough (soil mixed with vegetation, concrete, brick, or clayware)(soil - granular or clay based)</b>		
Not exceeding 25m <sup>3</sup>		
<b>Series 1100 - Kerbs, Footways and Paved Areas</b>		
<b>Precast concrete kerbs and channels, laid in continuous lengths of over 100m on new concrete bed and backing</b>		
Standard 125 x 150mm kerb of any profile laid straight or curved exceeding 12m radius	15	
Kerb type DL1 or DR1 laid straight or curved exceeding 12m radius		
<b>Edging kerbs (laid in continuous lengths of over 100m)</b>		
PCC Type 50 x 150 mm laid straight or curved exceeding 12m radius		

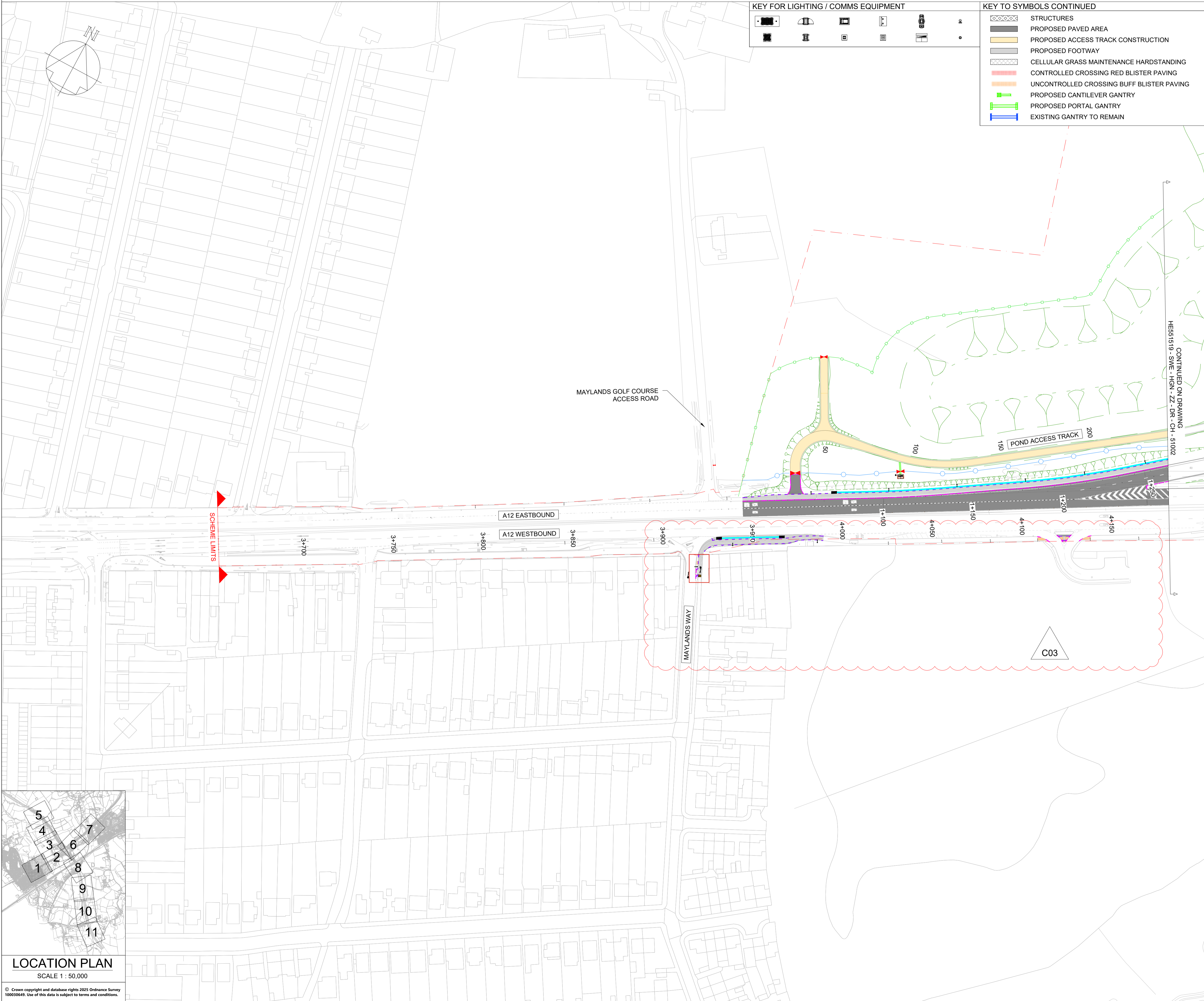
<b>Extra Over any items of edging kerbs for</b>					
continuous lengths not exceeding 10m					
continuous lengths exceeding 10 but not exceeding 25m					
continuous lengths exceeding 25 but not exceeding 100m					
<b>Type 1 sub-base in footway or paved area 150mm thick</b>					
Exceeding 50 but not exceeding 250m <sup>2</sup>					
<b>Tactile paving 65mm thick, 400 x 400mm standard colour on a sand bed</b>					
Exceeding 10 but not exceeding 50m <sup>2</sup>					
<b>Binder course, AC 20 dense bin 40/60 50mm thick</b>					
Exceeding 50 but not exceeding 250m <sup>2</sup>					
Additional 5mm increments					
<b>Surface course, AC 6 dense surf 100/150 25mm thick</b>					
Exceeding 250m <sup>2</sup>					
<b>K1-40 (0.4 - 0.6 litres per m<sup>2</sup>)</b>					
Exceeding 50 but not exceeding 250m <sup>2</sup>					
<b>Cold milling of asphaltic concrete - 20mm thick</b>					
Exceeding 50 but not exceeding 150m <sup>2</sup>					
<b>Series 1200 - Traffic Signs, Street Furniture &amp; Road Markings</b>					
<b>Take from store and erect sign face including fixing, to new or existing post (post measured separately)</b>					
on 76mm diameter post					
<b>Galvanised steel, wide/large base sign posts (concrete foundation measured separately)</b>					
76/140mm dia, not exceeding 3m long					
<b>Extra Over straight and wide based galvanised steel posts for additional lengths in increments of 1m</b>					
76mm dia					
<b>Sign post or Signal post foundation in un-reinforced concrete C8/10 foundations</b>					
Not exceeding 0.25m <sup>3</sup>					
<b>White thermoplastic screed with applied glass beads - intermittent line</b>					
100mm wide					
<b>Non illuminated bollards set in concrete foundation</b>					
Durapol - exceeding 1m high and exceeding 200mm wide					
<b>Series 1300 - Road Lighting Columns and Bracket</b>					
<b>Re-align (plumb) planted road lighting column or post</b>				1	
Exceeding 6 but not exceeding 10m high					

Annex

Drawing

HE551519-SWE-HGN-ZZ-DR-CH-51001

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**KEY FOR LIGHTING / COMMS EQUIPMENT**


**KEY TO SYMBOLS CONTINUED**

	STRUCTURES
	PROPOSED PAVED AREA
	PROPOSED ACCESS TRACK CONSTRUCTION
	PROPOSED FOOTWAY
	CELLULAR GRASS MAINTENANCE HARDSTANDING
	CONTROLLED CROSSING RED BLISTER PAVING
	UNCONTROLLED CROSSING BUFF BLISTER PAVING
	PROPOSED CANTILEVER GENTRY
	PROPOSED PORTAL GENTRY
	EXISTING GENTRY TO REMAIN

- NOTES**
- DO NOT SCALE FROM DRAWING, USE ONLY PRINTED DIMENSIONS.
  - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
  - FOR FENCING DETAILS REFER TO 300 SERIES DRAWINGS: HE551519-SWE-HFE-ZZ-DR-CH-50001 - 50006
  - FOR ROAD RESTRAINT SYSTEM DETAILS REFER TO 400 SERIES DRAWINGS: HE551519-SWE-HRR-ZZ-DR-CH-50001 - 50005
  - FOR DRAINAGE DETAILS REFER TO 500 SERIES DRAWINGS: HE551519-SWE-HDG-ZZ-DR-CD-50001 - 50006
  - FOR PAVEMENT DETAILS REFER TO 700 SERIES DRAWINGS: HE551519-SWE-HPV-ZZ-DR-CH-50006 - 50013 AND 50019 - 50026
  - FOR KERBS, FOOTWAYS AND PAVED AREA DETAILS REFER TO 1100 SERIES DRAWINGS: HE551519-SWE-HKF-ZZ-DR-CH-50001 - 50006
  - FOR TRAFFIC SIGN DETAILS REFER TO 1200 SERIES DRAWINGS: HE551519-SWE-HSN-ZZ-DR-CH-50001 - 50011
  - FOR ROAD MARKING DETAILS REFER TO 1200 SERIES DRAWINGS: HE551519-SWE-HMK-ZZ-DR-CH-50001 - 50008
  - FOR TRAFFIC SIGNALS DETAILS REFER TO 1200 SERIES DRAWINGS: HE551519-SWE-HSL-ZZ-DR-TS-51001 - 51002 AND 52001 - 52002
  - FOR ROAD LIGHTING DETAILS REFER TO 1300 SERIES DRAWINGS: HE551519-SWE-HLG-ZZ-DR-EO-50001 - 50006
  - FOR COMMUNICATIONS DETAILS REFER TO 1500 SERIES DRAWINGS: HE551519-SWE-HMC-ZZ-DR-EC-50001 - 50009

**KEY TO SYMBOLS**

	RED LINE BOUNDARY		PROPOSED GATE
	PROPOSED ROAD MARKINGS		PROPOSED DEER GRID
	PROPOSED CLOSE BOARDED FENCE		PROPOSED LIGHTING
	PROPOSED BALL STOP FENCE		EXISTING LIGHTING
	PROPOSED POST AND 4 RAIL FENCE		PAVED AREA FOR TECHNOLOGY AND STREET LIGHTING
	PROPOSED DEER FENCE WITH MESH		CONCRETE VERGE INFILL
	PROPOSED POST AND WIRE DEER FENCE		
	PROPOSED CHAIN LINK DEER AND OTTER FENCE		
	PROPOSED GUARDRAIL		
	DEFORMABLE SAFETY BARRIER		
	EXISTING SAFETY BARRIER		
	PROPOSED PARAPET		
	TERMINAL		
	KERBING		
	EDGE KERBING		
	PAVED FOOTWAY ACCESS		
	ACCESS STEPS		

REV	DATE	REVISION NOTE	ORG	CHK'D	APPD
P01	28/04/22	FIRST ISSUE	AKno	SLup	ITur
P02	18/11/22	UPDATED FOR PRE-CONSTRUCTION	TRil	SLup	ITur
P03	23/05/23	FOR CONSTRUCTION	TRil	JEgg	ITur
C01	23/05/23	FOR CONSTRUCTION	TRil	JEgg	ITur
P04	14/06/23	VRS COLOUR AMENDED TO MATCH KEY	TRil	TRud	ITur
C02	14/06/23	VRS COLOUR AMENDED TO MATCH KEY	TRil	TRud	ITur
P05	10/01/25	NMU Construction Issue	TRil	PKol	ITur
C03	10/01/25	NMU Construction Issue	TRil	PKol	ITur

DESIGNER

**SWECO**

CONTRACTOR

**GRAHAM**

CLIENT

**highways england**

PROJECT TITLE

**M25 JUNCTION 28 IMPROVEMENTS**

PROJECT STAGE

**PCF STAGE 5**

DRAWING TITLE

**M25 JUNCTION 28  
GENERAL ARRANGEMENT  
SHEET 1 OF 11**

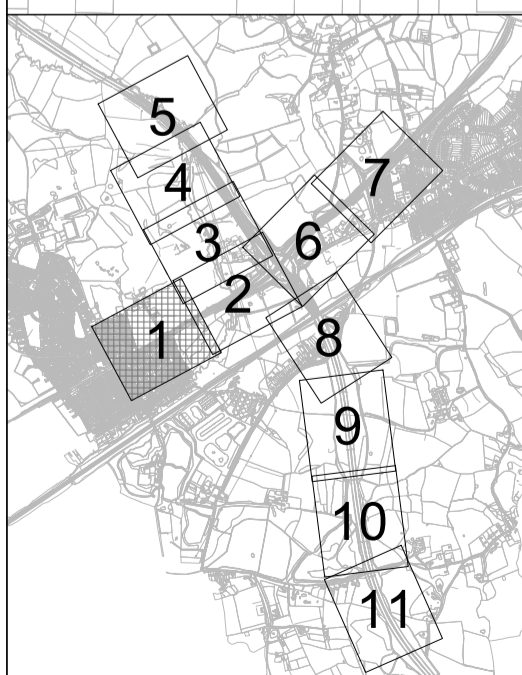
SUITABILITY

**FIT FOR CONSTRUCTION**

SHEET SIZE	SCALE	STATUS	REVISION
A1	1:1000	A5	C03

DRAWING NUMBER

**HE551519-SWE-HGN-ZZ-DR-CH-51001**



**LOCATION PLAN**  
SCALE 1 : 50,000

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**IN WITNESS OF** National Highways and Havering have hereunto executed this instrument as a Deed in the presence of the persons mentioned the day and year first before written

**THE COMMON SEAL of NATIONAL** )  
 )  
**HIGHWAYS LIMITED was hereunto** )  
 )  
affixed in the presence of:- )  
 )

Authorised Signatory

**THE COMMON SEAL of THE MAYOR AND** )  
 )  
**BURGESSES OF THE LONDON BOROUGH** )  
 )  
**OF HAVERING** was hereunto affixed in )  
 )  
the presence of:- )

Authorised Signatory