

DATED 22 April 2015

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) STRATFORD CITY BUSINESS DISTRICT LIMITED

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PLANNING OBLIGATION BY AGREEMENT

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made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling relating to land known as Zone 2, The International Quarter South adjacent to Westfield Avenue, Stratford City

CERTIFIED TO BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
DATED THIS 22<sup>nd</sup> DAY OF April 2015

Pinsent Masons LLP *Pinsent Masons LLP*

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**THIS AGREEMENT** is made on

2015

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**Local Planning Authority**");
- (2) **STRATFORD CITY BUSINESS DISTRICT LIMITED** (Company No 07328908) whose registered office is at 20 Triton Street, Regent's Place, London NW1 3BF (the "**Owner**").

**RECITALS**

**WHEREAS:-**

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the Local Planning Authority is the local planning authority for the Site for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner is the freehold owner of part of the Site which forms part of the land registered at the Land Registry under title number TGL377871.
- (C) The Local Planning Authority has resolved to grant the Planning Application subject to the Owner first entering into the obligations set out in this Agreement.
- (D) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of Section 106 of the 1990 Act and all other enabling powers.
- (E) Relevant planning policy identifies the Site as a key local connection to the Queen Elizabeth Olympic Park and as such the Local Planning Authority has sought the planning obligations contained within this Agreement in order to:
  - (i) ensure that legibility is enhanced through the Site;
  - (ii) to ensure that the Development contributes to wayfinding within the wider Queen Elizabeth Olympic Park specifically from Westfield Avenue/Chestnut Plaza exit from "The Street" to the New Location of "The Stitch"; and
  - (iii) to secure public realm improvements specifically to upgrade the Pedestrian Crossing which is a key connection to the Site.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

**OPERATIVE PROVISIONS:-**

**1. INTERPRETATION**

1.1 In this Agreement (which shall include the Recitals and Schedules hereto) the following words and expressions have the following meanings:-

"1990 Act"	the Town and Country Planning Act 1990
"2011 Act"	the Localism Act 2011

<b>"Borough Council"</b>	the London Borough of Newham
<b>"Business Day"</b>	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive or any other day upon which the Local Planning Authority's offices are closed to the public
<b>"Commencement Date"</b>	the date upon which the Development is Commenced
<b>"Commencement"</b>	<p>the carrying out of a material operation as defined in section 56(4) of the 1990 Act which for the avoidance of doubt shall for the purpose of this Agreement only exclude:</p> <ul style="list-style-type: none"> <li>• Site investigation and remediation</li> <li>• temporary means of access</li> </ul> <p>and <b>"Commenced"</b> shall be construed accordingly</p>
<b>"Consent"</b>	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation however expressed
<b>"Development"</b>	Phase 1A, Phase 1B and Phase 2 being the temporary and phased diversion of the existing pedestrian route between Westfield Avenue and Bridge F10 through "The International Quarter" Zone 2 (currently known as "The Stitch" entrance to Queen Elizabeth Park as shown on Plan 3 (drawing number VLA-DR-L-2079-1500))
<b>"Diverted Location"</b>	the diverted location of "The Stitch" following the removal of "The Stitch" from its Original Location
<b>"Event"</b>	means an event taking place in the Queen Elizabeth Olympic Park which is likely to generate crowds equal to or exceeding 5,000 people attending the relevant event
<b>"Expert"</b>	the expert appointed in accordance with the provisions of Clause 10 to determine a dispute
<b>"First Use"</b>	the first use by the public of any specified phase of the Development
<b>"Monitoring Fee"</b>	the sum of one thousand five hundred pounds (£1,500) as a contribution towards the Local Planning Authority's costs for monitoring the Owner's compliance with their obligations under this Agreement
<b>"Original Location"</b>	the original location of "The Stitch" at as shown on Plan 3 (drawing number VLA-DR-L-2079-1500)
<b>"Parties"</b>	the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them
<b>"Phase 1A"</b>	the narrowing of the Original Location of "The Stitch" as shown on Plan 2 (drawing number VLA-DR-L-2079-

	1602)
<b>"Phase 1B"</b>	the Diverted Location of "The Stitch" as shown on Plan 2 (drawing number VLA-DR-L-2079-1602)
<b>"Phase 2"</b>	the Diverted Location of "The Stitch" if required as shown on Plan 2 (drawing number VLA-DR-L-2079-1602)
<b>"Planning Application"</b>	the application for planning permission in respect of the Development submitted to the Local Planning Authority and allocated reference number 14/00481/FUL
<b>"Planning Permission"</b>	the planning permission granted for the Development substantially in the form of the draft contained in Appendix 2
<b>"SCDL"</b>	Stratford City Developments Limited
<b>"Site"</b>	the whole of the land to which the Planning Permission relates at Zone 2, The International Quarter adjacent to Westfield Avenue, Stratford City as the same is shown edged red on Plan 1 (drawing number VLA-DR-L-2079-0100)
<b>"Stratford City Planning Permission"</b>	the planning permission granted on 30 March 2012 in respect of the development of Stratford City with reference number 10/90641/EXTODA

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a clause of, schedule of or appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule of this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Recital is to a recital to this Agreement; and
- (e) Plan is to a plan annexed to this Agreement as an Appendix;

1.2.2 references to any statute or statutory provision include references to:-

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;

- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 the content of any plans is for identification purposes only;
- 1.2.5 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made, given or submitted in writing;
- 1.2.6 references to the Site include any part of it;
- 1.2.7 references to the Local Planning Authority comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the Local Planning Authority;
- 1.2.8 references to the Owner includes:-
- (a) persons deriving title from the Owner;
  - (b) persons claiming through or under the Owner an interest or estate in the Site; and
  - (c) the Owner's successors, assigns, transferees;
- except that it does not include:
- (d) any persons deriving title from the Owner in respect of leasehold interests of 25 years or less; or
  - (e) the highways authority in respect of any interests it acquires pursuant to section 38 of the Highways Act 1980 on adoption of any part of the Site;
- 1.2.9 "including" means "including without limitation";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 where two or more people form a single Party to this Agreement the obligations, covenants and undertakings on the part of that Party may be enforced against them all jointly or against each of them individually;
- 1.2.13 where in this Agreement there is reference to using reasonable endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals, within ten Business Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party(s);
- 1.2.14 words denoting an obligation on a Party to do any act matter or thing includes an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of such restriction; and

- 1.2.15 unless otherwise indicated any restriction on Commencement of the Development shall be taken to encompass a restriction on Commencement of any part of the Development.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 This "Agreement" includes the Schedules and Recitals to this Agreement.
- 1.5 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.6 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other Consent to be given or made by the Local Planning Authority such expression of satisfaction certificate approval agreement or other Consent shall be requested in writing and the Local Planning Authority shall not unreasonably withhold or delay the giving or making of the same.
- 1.7 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or agreement or other Consent for the purposes of this Agreement.

## 2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to:-
- 2.1.1 section 106 of the 1990 Act;
- 2.1.2 section 1 of the 2011 Act; and
- 2.1.3 all other powers so enabling.
- 2.2 The Local Planning Authority is the local planning authority having the power to enforce the planning obligations contained in this Agreement.
- 2.3 The obligations, covenants and undertakings on the part of the Owner in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owner's freehold interest in the Site (as referred to in Recital B) and with the intent that they shall be enforceable by the Local Planning Authority not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site (except as specified in Clause 1.2.8 (d) and (e)) as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.
- 2.4 Save to the extent that the same would be lawful or in equity enforceable nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Local Planning Authority of any of its statutory powers functions or discretions.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with his entire interest in the Site or his interest in that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 No obligation, covenant or undertaking in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the

benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation, covenant or undertaking relates.

2.7 The Local Planning Authority shall request registration of this Agreement as a Local Land Charge by the Borough Council or its respective statutory successor in function.

2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission:-

2.8.1 expires without the Development being Commenced; or

2.8.2 is quashed, revoked or (without the consent of the Owner) modified.

2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished on expiration of the Planning Permission PROVIDED THAT "The Stitch" has been reinstalled to its Original Location and condition to the satisfaction of the Local Planning Authority.

2.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site:

2.10.1 in accordance with the Stratford City Planning Permission; or

2.10.2 a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

### 3. **CONDITIONALITY**

This Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

### 4. **THE OWNER'S COVENANTS WITH THE LOCAL PLANNING AUTHORITY**

The Owner covenants with the Local Planning Authority that it shall perform and comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Owner contained in this Agreement.

### 5. **THE LOCAL PLANNING AUTHORITY'S COVENANTS**

5.1 The Local Planning Authority covenants with the Owner that it shall comply with and procure performance of and compliance with each and every of the obligations, covenants and undertakings on the part of the Local Planning Authority contained in this Agreement.

5.2 The Local Planning Authority hereby agrees that the maximum total amount it can request from the Owner pursuant to penalty notices under this Agreement for the lifetime of the Development is five hundred and twenty five thousand pounds (£525,000) BUT that this does not restrict the Local Planning Authority's statutory powers to pursue enforcement action under section 106 of the 1990 Act.

### 6. **NOTICES**

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by



recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

- 6.1.1 if delivered by hand, the next Business Day after the day of delivery; and
- 6.1.2 if sent by first class post or recorded delivery post, the day two Business Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Business Days' notice:-

**Local Planning Authority:**

Director of Planning Policy and Decisions (For the Attention of: Anthony Hollingsworth)  
London Legacy Development Corporation - Planning Decisions Team  
Level 10, 1 Stratford Place  
Montfichet Road  
London E20 1EJ

**The Owner:**

Project Director – The International Quarter  
Lend Lease Development  
20 Triton Street, Regent's Place  
London NW1 3BF

6.3 Any notice or other written communication to be given by the Local Planning Authority shall be deemed valid and effectual if on its face it is signed on behalf of the Local Planning Authority by an officer or duly authorised signatory.

**7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

7.1 Without prejudice to the Town and Country Planning (Fees For Applications And Deemed Applications) Regulations 1989 and the Town and Country Planning (Development Management Procedure) (England) Order 2010 both of which shall take precedence at all times over this Clause 7.1, where in the opinion of the Owner any obligation, covenant, undertaking or other provision on the part of the Owner contained in this Agreement in favour of the Local Planning Authority has been satisfied wholly or in part or any condition attached to the Planning Permission has been complied with wholly or in part, the Owner shall be entitled to apply to the Local Planning Authority for a notification to that effect, and where the Local Planning Authority considers that the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) or condition has been complied with (wholly or in part) the Local Planning Authority shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Site or condition has been complied with in relation to part of the Site.

7.2 Where in the opinion of the Local Planning Authority, any obligation, covenant, undertaking or other provision on the part of the Local Planning Authority contained in this Agreement has been satisfied wholly or in part, the Local Planning Authority shall be entitled to apply to the Owner for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Owner shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking

or other provision (as the case may be) has been satisfied in relation to part of the Site.

**8. VERIFICATION AND ENFORCEMENT**

The Owner shall permit the Local Planning Authority together with its respective authorised employees agents surveyors and other representatives to enter upon their respective parts of the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with PROVIDED THAT the Local Planning Authority shall make good any damage caused by the Local Planning Authority or its respective authorised employees, agents, surveyors or other representatives during the carrying out of such verification.

**9. VARIATIONS TO PLANNING PERMISSION**

Unless otherwise agreed, this Agreement shall also apply to any development pursuant to any further planning permission for the Development granted and varied pursuant to section 73 or section 73A or section 78 of the 1990 Act.

**10. DISPUTE RESOLUTION**

10.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Agreement the same may be referred to the Expert by any Party notifying the other Parties of such intention (the "**Notice**").

10.2 The Notice must specify:-

10.2.1 the nature, basis and brief description of the dispute;

10.2.2 the Clause of this Agreement or paragraph of a Schedule of this Agreement in respect of which the dispute has arisen; and

10.2.3 the proposed Expert.

10.3 The Expert shall be an independent person of at least ten years standing in the area of expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within ten Business Days after the date of the Notice then any Party may request:-

10.3.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

10.3.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

10.3.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert; and

10.3.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

10.3.5 in all other cases, the President of the Law Society to nominate the Expert.

- 10.4 If the dispute shall relate to matters falling within two or more of Clauses 10.3.1 to 10.3.5, the Parties may agree to appoint joint Experts and in the event that the Parties are unable to agree whom should be appointed as joint Experts, the Parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 10.3.1 to 10.3.5 to act as joint Experts.
- 10.5 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the dispute in equal shares.
- 10.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty Business Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 10.7 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within ten Business Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further five Business Days in respect of any such submission and material.

11. **NO WAIVER**

No waiver (whether expressed or implied) by the Local Planning Authority of any breach or default by the Owner in performing or complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Local Planning Authority from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owner.

12. **DUTY TO ACT REASONABLY AND IN GOOD FAITH**

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

13. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. **PARTIES NOT TO ENCUMBER**

- 14.1 The Owner shall not encumber or otherwise deal with its interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out save where planning permission is granted after the date of this Agreement for an alternative development of the Site **PROVIDED THAT** this Clause 14 shall not:

14.1.1 restrict the Owner from encumbering or otherwise dealing with its interests in the Site or any part or parts thereof on a basis that does not affect the obligations, covenants and undertakings imposed by this Agreement; or

14.1.2 restrict the Owner from dedicating its interests in the Site or any part or parts thereof to the highways authority.

**15. JURISDICTION AND LEGAL EFFECT**

15.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

15.2 The provisions of this Agreement (other than this Clause 15.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

**16. MONITORING AND LEGAL FEES**

The Owner agrees that it will on completion of this Agreement pay the Local Planning Authority's Monitoring Fee and its legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Local Planning Authority in relation to the negotiation and completion of this Agreement).

**17. EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement.

**IN WITNESS** whereof the Parties hereto have executed this Agreement as a deed the day and year first above written

## SCHEDULE 1

### PHASING

#### 1. DEFINITIONS

**"Phasing Strategy"** means a strategy setting out the intended phasing programme for the Development as may be varied from time to time which is substantially in accordance with the phasing strategy submitted with the Planning Application and approved by the Local Planning Authority

#### 2. PHASING STRATEGY

2.1 The Owner covenants with the Local Planning Authority that:

2.1.1 prior to the Commencement Date it shall submit to the Local Planning Authority the Phasing Strategy;

2.1.2 it shall provide an updated Phasing Strategy to the Local Planning Authority as soon as reasonably practicable after the Commencement Date on becoming aware that the phasing programme for the Development is likely to or will be different from the Phasing Strategy previously submitted;

2.1.3 it shall fully implement the Phasing Strategy; and

2.1.4 it shall provide copies of the Phasing Strategy to SCDL.

#### 3. PHASE 2

3.1 Phase 2 of the Development shall not be Commenced unless:

3.1.1 an application for reserved matters approval for Plot S4 has been submitted by no later than 31 March 2017;

3.1.2 a reserved matters approval for Plot S4 has been granted; and

3.1.3 the reserved matters approval for Plot S4 is proposed to be implemented by no later than 31 October 2017.

3.2 Prior to Commencement of Phase 2, the Owner shall provide a copy to the Local Planning Authority of a letter of intent from a contractor evidencing the proposed implementation of the reserved matters approval for Plot S4 by no later than 31 October 2017.

## SCHEDULE 2

### WAYFINDING STRATEGY

#### 1. DEFINITIONS

- "Additional Wayfinding Penalty"** means the sum set out in the Additional Wayfinding Penalty Notice in addition to the Wayfinding Penalty which shall be used by the Local Planning Authority to implement the Street Wayfinding Strategy
- "Additional Wayfinding Penalty Notice"** means a notice issued to the Owner by the Local Planning Authority in the event that the Wayfinding Penalty is not sufficient to allow the Local Planning Authority to implement the Street Wayfinding Strategy requesting payment of an Additional Wayfinding Penalty
- "Street Wayfinding Strategy"** means a strategy for the provision of wayfinding signs or other measures which direct visitors towards and away from the Queen Elizabeth Park and specifically from Westfield Avenue/Chestnut Plaza exit from "The Street" to the New Location of "The Stitch" and on the Diverted Location of "The Stitch" which shall include as a minimum wayfinding signs or measures set out in the strategy at 4 separate points from Westfield Avenue/Chestnut Plaza exit from "The Street" to the New Location of "The Stitch"
- "Wayfinding Penalty"** means the sum of one hundred thousand pounds (£100,000) being the estimated cost of implementing the Street Wayfinding Strategy which shall be used by the Local Planning Authority to implement the Street Wayfinding Strategy
- "Wayfinding Penalty Notice"** means a notice issued to the Owner by the Local Planning Authority requesting payment of the Wayfinding Penalty following failure by the Owner to implement the approved Street Wayfinding Strategy in accordance with paragraph 2 of this Schedule

#### 2. STREET WAYFINDING STRATEGY

- 2.1 The Owner covenants with the Local Planning Authority:
- 2.1.1 that prior to 31 March 2015 it shall submit to the Local Planning Authority for approval the Street Wayfinding Strategy (in consultation with SCDL); and
  - 2.1.2 not to allow First Use of Phase 1B to occur until the Local Planning Authority has approved the Street Wayfinding Strategy (approval not to be unreasonably withheld or delayed); and
  - 2.1.3 to fully implement the approved Street Wayfinding Strategy on its part of the Site (as referred to in Recital B) prior to the First Use of Phase 1B of the Development.

3. **ENFORCEMENT**

- 3.1 The Owner covenants with the Local Planning Authority to pay the Wayfinding Penalty to the Local Planning Authority within twenty Business Days of receipt of the Wayfinding Penalty Notice.
- 3.2 The Owner covenants with the Local Planning Authority to pay the Additional Wayfinding Penalty to the Local Planning Authority within twenty Business Days of receipt of the Additional Wayfinding Penalty Notice.
- 3.3 In the event that the Wayfinding Penalty or Additional Wayfinding Penalty have not been spent or committed for expenditure by the Local Planning Authority on completion of the works to implement the Street Wayfinding Strategy and by any event no later than 30 April 2018 the Local Planning Authority shall refund to the Owner any part of the Wayfinding Penalty or Additional Wayfinding Penalty which have not been spent or committed for expenditure.
- 3.4 In the event that the Wayfinding Penalty or Additional Wayfinding Penalty have been paid by the Owner to the Local Planning Authority, the Local Planning Authority shall as soon as reasonably practicable and no later than 2 months following the date of payment provide the Owner with information setting out how the Wayfinding Penalty or Additional Wayfinding Penalty have been expended.

## SCHEDULE 3

### PEDESTRIAN CROSSING

#### 1. DEFINITIONS

<b>"Additional Pedestrian Crossing Penalty"</b>	means the sum set out in the Additional Pedestrian Crossing Penalty Notice in addition to the Pedestrian Crossing Penalty which shall be used by the Local Planning Authority to implement the approved Phase 1B Pedestrian Crossing Upgrade Design and/or Phase 2 Pedestrian Crossing Upgrade Design or the Phase 1B Alternative Crossing Solution and/or the Phase 2 Alternative Crossing Solution
<b>"Additional Pedestrian Crossing Penalty Notice"</b>	means a notice issued to the Owner by the Local Planning Authority in the event that the Pedestrian Crossing Penalty is not sufficient to allow the Local Planning Authority to implement the agreed Phase 1B Pedestrian Crossing Upgrade Design and/or Phase 2 Pedestrian Crossing Upgrade Design or the Phase 1B Alternative Crossing Solution and/or the Phase 2 Alternative Crossing Solution requesting payment of an Additional Pedestrian Crossing Penalty
<b>"Adoption Process"</b>	means the adoption of Westfield Avenue pursuant to section 38 of the Highways Act 1980
<b>"Highways Agreement"</b>	means a section 278 agreement under the Highways Act 1980
<b>"Pedestrian Crossing Penalty"</b>	means the sum of one hundred thousand pounds (£100,000) being the estimated cost of implementing the Phase 1B Pedestrian Crossing Upgrade Design and/or the Phase 2 Pedestrian Crossing Upgrade Design which shall be used by the Local Planning Authority to implement the Phase 1B Pedestrian Crossing Upgrade Design and/or the Phase 2 Pedestrian Crossing Upgrade Design or the Phase 1B Alternative Crossing Solution and/or the Phase 2 Alternative Crossing Solution
<b>"Pedestrian Crossing Penalty Notice"</b>	means a notice issued to the Owner by the Local Planning Authority requesting payment of the Pedestrian Crossing Penalty following failure by the Owner to implement the Phase 1B Pedestrian Crossing Upgrade Design and/or the Phase 2 Pedestrian Crossing Upgrade Design or the Phase 1B Alternative Crossing Solution and/or the Phase 2 Alternative Crossing Solution in accordance with this Schedule
<b>"Phase 1B Alternative Crossing Solution"</b>	means a temporary strategy for ensuring the safe crossing of Westfield Avenue from the Diverted Location of The Stitch at Phase 1B to be proposed by the Owner and agreed by the Local Planning Authority
<b>"Phase 1B Pedestrian Crossing Upgrade Design"</b>	means the upgrade of the pedestrian crossing located at Westfield Avenue, between Jamie's Passage (The Street, Westfield) and TIQ, which shall include



alteration from a staggered crossing to straight through arrangement, with associated removal of guard railings and relocation to traffic light locations (as required) – to a specification and design agreed with the Local Highway Authority

**"Phase 2 Alternative Crossing Solution"**

means a temporary strategy for ensuring the safe crossing of Westfield Avenue from the Diverted Location of The Stitch at Phase 2 to be proposed by the Owner and agreed by the Local Planning Authority

**"Phase 2 Pedestrian Crossing Upgrade Design"**

means the upgrade of the pedestrian crossing located at Westfield Avenue, opposite the Diverted Location of The Stitch at Phase 2, which shall include alteration from a staggered crossing to straight through arrangement, with associated removal of guard railings and relocation to traffic light locations (as required) the design of which shall be informed by any Review – to a specification and design agreed with the Local Highway Authority

**2. PHASE 1B PEDESTRIAN CROSSING UPGRADE DESIGN**

**2.1 The Owner covenants with the Local Planning Authority:**

2.1.1 that prior to 31 March 2015 it shall submit to the Local Planning Authority for approval the Phase 1B Pedestrian Crossing Upgrade Design; and

2.1.2 not to allow First Use of Phase 1B to occur until the Local Planning Authority has approved the Phase 1B Pedestrian Crossing Upgrade Design in consultation with the Borough Council (approval not to be unreasonably withheld or delayed).

**2.2 The Owner covenants with the Local Planning Authority to:**

2.2.1 fully implement the approved Phase 1B Pedestrian Crossing Upgrade Design prior to the First Use of Phase 1B of the Development; or

2.2.2 enter into a Highways Agreement with the Borough Council for the Borough Council to fully implement the approved Phase 1B Pedestrian Crossing Upgrade Design prior to the First Use of Phase 1B of the Development; or

2.2.3 in the event that the Phase 1B Pedestrian Crossing Upgrade Design cannot be fully implemented prior to the proposed First Use of Phase 1B of the Development because of the Adoption Process, fully implement the Phase 1B Alternative Crossing Solution prior to the First Use of Phase 1B of the Development.

**2.3** If the Phase 1B Alternative Crossing Solution is implemented, the Owner covenants with the Local Planning Authority to maintain such Phase 1B Alternative Crossing Solution until the completion of the Adoption Process, whereafter the Owner shall enter into a Highways Agreement with the Borough Council as soon as practicable for the Borough Council to fully implement the approved Phase 1B Pedestrian Crossing Upgrade Design.

**3. PHASE 2 PEDESTRIAN CROSSING UPGRADE DESIGN**

3.1 In the event that Phase 2 shall be implemented the Owner covenants with the Local Planning Authority:

3.1.1 that it shall submit to the Local Planning Authority for approval the Phase 2 Pedestrian Crossing Upgrade Design; and

3.1.2 not to allow First Use of Phase 2 to occur until the Local Planning Authority has approved the Phase 2 Pedestrian Crossing Upgrade Design in consultation with the Borough Council (approval not to be unreasonably withheld or delayed).

3.2 The Owner covenants with the Local Planning Authority to:

3.2.1 fully implement the approved Phase 2 Pedestrian Crossing Upgrade Design prior to the First Use of Phase 2 of the Development; or

3.2.2 enter into a Highways Agreement with the Borough Council for the Borough Council to fully implement the approved Phase 2 Pedestrian Crossing Upgrade Design prior to the First Use of Phase 2 of the Development; or

3.2.3 in the event that the Phase 2 Pedestrian Crossing Upgrade Design cannot be fully implemented prior to the proposed First Use of Phase 2 of the Development because of the Adoption Process, fully implement the Phase 2 Alternative Crossing Solution prior to the First Use of Phase 2 of the Development.

3.3 If the Phase 2 Alternative Crossing Solution is implemented, the Owner covenants with the Local Planning Authority to maintain such Phase 2 Alternative Crossing Solution until the completion of the Adoption Process, whereafter the Owner shall enter into a Highways Agreement with the Borough Council as soon as practicable for the Borough Council to fully implement the approved Phase 2 Pedestrian Crossing Upgrade Design.

**4. ENFORCEMENT**

4.1 The Owner covenants with the Local Planning Authority to pay the Pedestrian Crossing Penalty to the Local Planning Authority within twenty Business Days of receipt of the Pedestrian Crossing Penalty Notice.

4.2 The Owner covenants with the Local Planning Authority to pay the Additional Pedestrian Crossing Penalty to the Local Planning Authority within twenty Business Days of receipt of the Additional Pedestrian Crossing Penalty Notice.

4.3 In the event that the Pedestrian Crossing Penalty or Additional Pedestrian Crossing Penalty have not been spent or committed for expenditure by the Local Planning Authority on completion of the works to implement the Pedestrian Crossing Upgrade and/or the Alternative Crossing Solution in any event by no later than 30 April 2018 the Local Planning Authority shall refund to the Owner any part of the Pedestrian Crossing Penalty or Additional Pedestrian Crossing Penalty which have not been spent or committed for expenditure.

4.4 In the event that the Penalty Crossing Penalty or Additional Pedestrian Crossing Penalty have been paid by the Owner to the Local Planning Authority, the Local Planning Authority shall as soon as reasonably practicable and no later than 2 months following the date of payment provide the Owner with information setting out how the Penalty Crossing Penalty or Additional Penalty Crossing Penalty have been expended.

## SCHEDULE 4

### REVIEW OF OPERATION & PERFORMANCE OF DIVERTED LOCATION

#### 1. DEFINITIONS

- "Phase 1B Improvements"** means any improvements to Phase 1B recommended and agreed with the Local Planning Authority and Borough Council Health and Safety Team to improve the health and safety of pedestrian crowd flow of Phase 1B following the Phase 1B Review
- "Phase 1B Review"** means a review of the Public Safety Evidence and operation and performance of Phase 1B during the relevant Event or Test Event which shall include, if required, recommendations to improve the health and safety of pedestrian crowd flow
- "Phase 2 Design Improvements"** means any improvements to the design of Phase 2 recommended and agreed with the Local Planning Authority and Borough Council Health and Safety Team to improve the health and safety of pedestrian crowd flow of Phase 2 following the Phase 1B Review
- "Phase 2 Improvements"** means any improvements to Phase 2 recommended and agreed with the Local Planning Authority and Borough Council Health and Safety Team to improve the health and safety of pedestrian crowd flow of Phase 2 following the undertaking of each Phase 2 Review
- "Phase 2 Review"** means a review of the Public Safety Evidence and operation and performance of Phase 2 during the relevant Event or Test Event which shall include, if required, recommendations to improve the health and safety of pedestrian crowd flow
- "Public Safety Evidence"** means evidence that the relevant health and safety legislation has been complied with during the operation of an Event or Test Event
- "Test Event"** means the use of the Queen Elizabeth Park for the hosting of any test events for the Rugby World Cup 2015 between 1 August 2015 and 31 October 2015

#### 2. PHASE 1B REVIEW

##### 2.1 The Owner covenants with the Local Planning Authority to:

- 2.1.1 undertake and submit the Phase 1B Review to the Local Planning Authority within 7 Business Days following the first Event or Test Event on the Queen Elizabeth Park following the implementation of Phase 1B;
- 2.1.2 to implement at their own expense any Phase 1B Improvements within 7 Business Days (unless an extended period is agreed in writing with the Local Planning Authority (Local Planning Authority acting reasonably)) of agreement of the Phase 1B Improvements with the Local Planning Authority and the Safety Advisory Group (agreement not to be unreasonably withheld or delayed).

- 2.1.3 in the event that Phase 2 shall be implemented to incorporate any Phase 1 Design Improvements into the design of Phase 2.

3. **PHASE 2 REVIEW**

- 3.1 In the event that Phase 2 is implemented the Owner covenants with the Local Planning Authority to:

- 3.1.1 undertake and submit the Phase 2 Review to the Local Planning Authority within 7 Business Days following the first Event or Test Event on the Queen Elizabeth Park following the implementation of Phase 2; and

- 3.1.2 to implement at their own expense any Phase 2 Improvements within 7 Business Days (unless an extended period is agreed in writing with the Local Planning Authority (Local Planning Authority acting reasonably)) of agreement of the Phase 2 Improvements with the Local Planning Authority and the Safety Advisory Group (agreement not to be unreasonably withheld or delayed).

## SCHEDULE 5

### VISITOR CENTRE

#### 1. DEFINITIONS

<b>"Additional Visitor Centre Penalty"</b>	means the sum set out in the Additional Visitor Centre Penalty Notice in addition to the Visitor Centre Penalty which shall be used by the Local Planning Authority to deliver the Visitor Centre
<b>"Additional Visitor Centre Penalty Notice"</b>	means a notice issued to the Owner by the Local Planning Authority in the event that the Visitor Centre Penalty is not sufficient to allow the Local Planning Authority to deliver the Visitor Centre requesting payment of an Additional Visitor Centre Penalty
<b>"Design Process"</b>	means a design led solution process, the scope of which has been approved by the Local Planning Authority before such process is commenced but for the avoidance of doubt a design competition shall not be required
<b>"Existing Visitor Centre"</b>	means the existing temporary visitor centre for visitors to the Queen Elizabeth Olympic Park situated at the date of this Agreement on Bridge F10
<b>"Preferred Visitor Centre Design"</b>	means the Owner's preferred choice of Visitor Centre which has been selected following the Design Process
<b>"Quality Review Panel"</b>	means the LLDC Quality Review Panel or, in the event that the LLDC Quality Review Panel is disbanded or suspended, the panel that is established to fulfil substantially the same purposes in respect of the Site
<b>"Visitor Centre"</b>	means a temporary visitor centre café for visitors to the Queen Elizabeth Olympic Park which shall incorporate and improve the Existing Facility situated at the date of this Agreement on Bridge F10
<b>"Visitor Centre Notice"</b>	means a notice issued to the Owner by the Local Planning Authority requesting that the Visitor Centre is provided on the Site
<b>"Visitor Centre Penalty"</b>	means the sum of three hundred thousand pounds (£300,000) being the estimated cost of delivering the Visitor Centre which shall be used by the Local Planning Authority to deliver the Visitor Centre
<b>"Visitor Centre Penalty Notice"</b>	means a notice issued to the Owner by the Local Planning Authority requesting payment of the Visitor Centre Penalty following failure by the Owner to deliver the Visitor Centre in accordance with paragraph 3 of this Schedule

#### 2. VISITOR CENTRE NOTICE

- 2.1 The Owner and Local Planning Authority hereby agree that the Visitor Centre Notice must be served no later than 31 December 2015 and in the event that the Local Planning Authority has not served the Visitor Centre Notice by 31 December 2015 the

covenants, undertakings and obligations in this Schedule 5 shall lapse and the Owner shall not be under any obligation to provide the Visitor Centre on the Site.

### **3. VISITOR CENTRE DESIGN AND DELIVERY**

- 3.1 The Owner shall not apply or undertake any works forming part of the Visitor Centre unless the provisions of this paragraph 3 have been complied with.
- 3.2 The Owner shall select the Preferred Visitor Centre Design in accordance with the Design Process.
- 3.3 The Owner shall submit the Preferred Visitor Centre Design to the Quality Review Panel for review prior to submitting it to the Local Planning Authority pursuant to paragraph 3.4 and shall have regard to any comments made by the Quality Review Panel BUT for the avoidance of doubt only one single review shall be required by the Quality Review Panel.
- 3.4 Within 4 months of receipt of the Visitor Centre Notice the Owner shall submit the Preferred Visitor Centre Design to the Local Planning Authority for approval (approval not to be unreasonably withheld or delayed).
- 3.5 Following the approval of the Preferred Visitor Centre Design by the Local Planning Authority and within 6 months of receipt of the Visitor Centre Notice the Owner shall submit a planning application to the Local Planning Authority for the approved Preferred Visitor Centre Design.
- 3.6 The Owner covenants with the Local Planning Authority that it will implement the planning permission for the Preferred Visitor Centre Design within 3 months of the grant of planning permission by the Local Planning Authority PROVIDED THAT:
  - 3.6.1 planning permission is granted no later than 31 December 2016; and
  - 3.6.2 the Existing Visitor Centre is handed over to the Owner no later than 30 March 2016.

### **4. ENFORCEMENT**

- 4.1 The Owner covenants with the Local Planning Authority to pay the Visitor Centre Penalty to the Local Planning Authority within twenty Business Days of receipt of the Visitor Centre Penalty Notice.
- 4.2 The Owner covenants with the Local Planning Authority to pay the Additional Visitor Centre Penalty to the Local Planning Authority within twenty Business Days of receipt of the Additional Visitor Centre Penalty Notice.
- 4.3 In the event that the Visitor Centre Penalty or Additional Visitor Centre Penalty have not been spent or committed for expenditure by the Local Planning Authority on completion of the works to provide the Visitor Centre and in any event by no later than 30 April 2018 the Local Planning Authority shall refund to the Owner any part of the Visitor Centre Penalty or Additional Visitor Centre Penalty which have not been spent or committed for expenditure.
- 4.4 In the event that the Visitor Centre Penalty or Additional Visitor Centre Penalty have been paid by the Owner to the Local Planning Authority, the Local Planning Authority shall as soon as reasonably practicable and no later than 2 months following the date of payment provide information setting out how the Visitor Centre Penalty or Additional Visitor Centre Penalty have been expended.

## SCHEDULE 6

### PUBLIC ART

#### 1. DEFINITIONS

- "Public Art Strategy"** means a strategy for the provision and maintenance of public art on the hoardings surrounding the Development which shall include timescales for its provision
- "Public Art Penalty"** means the sum of twenty five thousand pounds (£25,000) being the estimated cost of implementing and complying with the Public Art Strategy which shall be used by the Local Planning Authority to implement and comply with the Public Art Strategy
- "Public Art Penalty Notice"** means a notice issued to the Owner by the Local Planning Authority requesting payment of the Public Art Penalty following failure by the Owner to implement or comply with the approved Public Art Strategy in accordance with paragraph 2.2 of this Schedule

#### 2. PUBLIC ART STRATEGY

- 2.1 The Owner covenants with the Local Planning Authority:
- 2.1.1 that prior to 31 March 2015 it shall submit to the Local Planning Authority for approval the Public Art Strategy; and
- 2.1.2 not to allow First Use of Phase 1B to occur until the Local Planning Authority has approved the Public Art Strategy (approval not to be unreasonably withheld or delayed).
- 2.2 The Owner covenants with the Local Planning Authority to fully implement and comply with the approved Public Art Strategy.

#### 3. ENFORCEMENT

- 3.1 The Owner covenants with the Local Planning Authority to pay the Public Art Penalty to the Local Planning Authority within twenty Business Days of receipt of the Public Art Penalty Notice.
- 3.2 In the event that the Public Art Penalty has not been spent or committed for expenditure by the Local Planning Authority on completion of the works in the Public Art Strategy and in any event by no later than 30 April 2018 the Local Planning Authority shall refund to the Owner any part of the Public Art Penalty which has not been spent or committed for expenditure.
- 3.3 In the event that the Public Art Penalty has been paid by the Owner to the Local Planning Authority, the Local Planning Authority shall as soon as reasonably practicable and no later than 2 months following the day of payment provide information setting out how the Public Art Penalty has been expended.

## SCHEDULE 7

### EVENT MANAGEMENT

#### 1. DEFINITIONS

**"Event Management Request"** means a notice issued to the Owner by the London Legacy Development Corporation or other event operator within the Queen Elizabeth Olympic Park requesting that portable toilets, barriers, wayfinding apparatus, litter facilities and other security apparatus are placed on the New Location of "The Stitch" for a temporary period where necessary for an Event BUT for the avoidance of doubt shall not include any commercial and/or income generating facilities structures signs or buildings

#### 2. EVENT MANAGEMENT

2.1 Where the Local Planning Authority consider that it is necessary for an Event the Owner covenants with the Local Planning Authority that the London Legacy Development Corporation or other event operator may:

2.1.1 submit an Event Management Request to the Owner for its comment and agreement; and

2.1.2 implement the approved Event Management Request at their own cost;

##### PROVIDED THAT:

2.1.3 any Event Management Request shall be made no less than 28 days prior to the Event;

2.1.4 the London Legacy Development Corporation or event operator (as appropriate) shall be fully responsible for ensuring compliance with planning and health and safety legislation, for maintaining appropriate insurance and for rectifying any damage caused to the Site due to the Event Management Request; and

2.1.5 the Owner may refuse an Event Management Request if it is in conflict with any obligations that the Owner has as landlord under any leases relating to the Site.



## **SCHEDULE 8**

### **REINSTALLATION OF THE STITCH**

#### **1. REINSTALLATION OF THE STITCH**

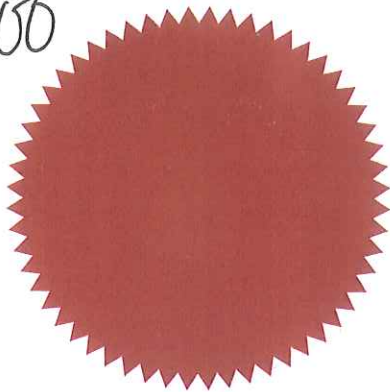
1.1 The Owner covenants with the Local Planning Authority to reinstall "The Stitch" to its Original Location and condition (in accordance with details previously agreed with the Local Planning Authority) by no later than the 30 April 2018.

1.2 The Owner covenants with the Local Planning Authority that once "The Stitch" has been reinstated to its Original Location, the general public shall have continuous access on foot over the Site at all times, free of charge.

#### **2. ACCESS**

The Owner covenants with the Local Planning Authority that it shall ensure that throughout the construction of the Development and upon and following its completion the general public shall have continuous access through the Site to Queen Elizabeth Olympic Park on foot over the Site at all times, free of charge.

1650



( EXECUTED as a Deed  
( (but not delivered until dated)  
( by affixing the Common Seal of the  
( **LONDON LEGACY DEVELOPMENT**  
( **CORPORATION**  
( in the presence of:-

Authorised Signatory

A handwritten signature in black ink, appearing to be 'M. S. Murphy', written over a horizontal line.

( EXECUTED as a Deed  
( (but not delivered until dated) by  
( **STRATFORD CITY BUSINESS DISTRICT**  
( **LIMITED**  
( In the presence of:-  
(

Director

A handwritten signature in black ink, appearing to be 'A. J. ...', written over a horizontal line.

Director/Secretary

A handwritten signature in black ink, appearing to be 'R. ...', written over a horizontal line.

**APPENDIX 1**  
**PLANS**



**Legend**  
 This drawing is to be read in conjunction with all relevant architect and engineer drawings and specifications. All elevations and dimensions have to be verified prior to beginning of construction work. Possible discrepancies in elevation and dimensions of the proposed project to the existing site shall be reported to construction management and landscape architect prior to the beginning of construction work. The location and elevation of sub-surface service lines are indicative only, exact location and elevation shall be verified on site. All measurements are in millimeters unless otherwise stated. Do not scale from this drawing.

- Planning application boundary
- Site ownership boundary

# PLAN 1

Rev	Date	Dn	Chk	Description
00	26.11.14	PM	MS	PLANNING

## PLANNING

### The International Quarter The Stitch: Site location plan

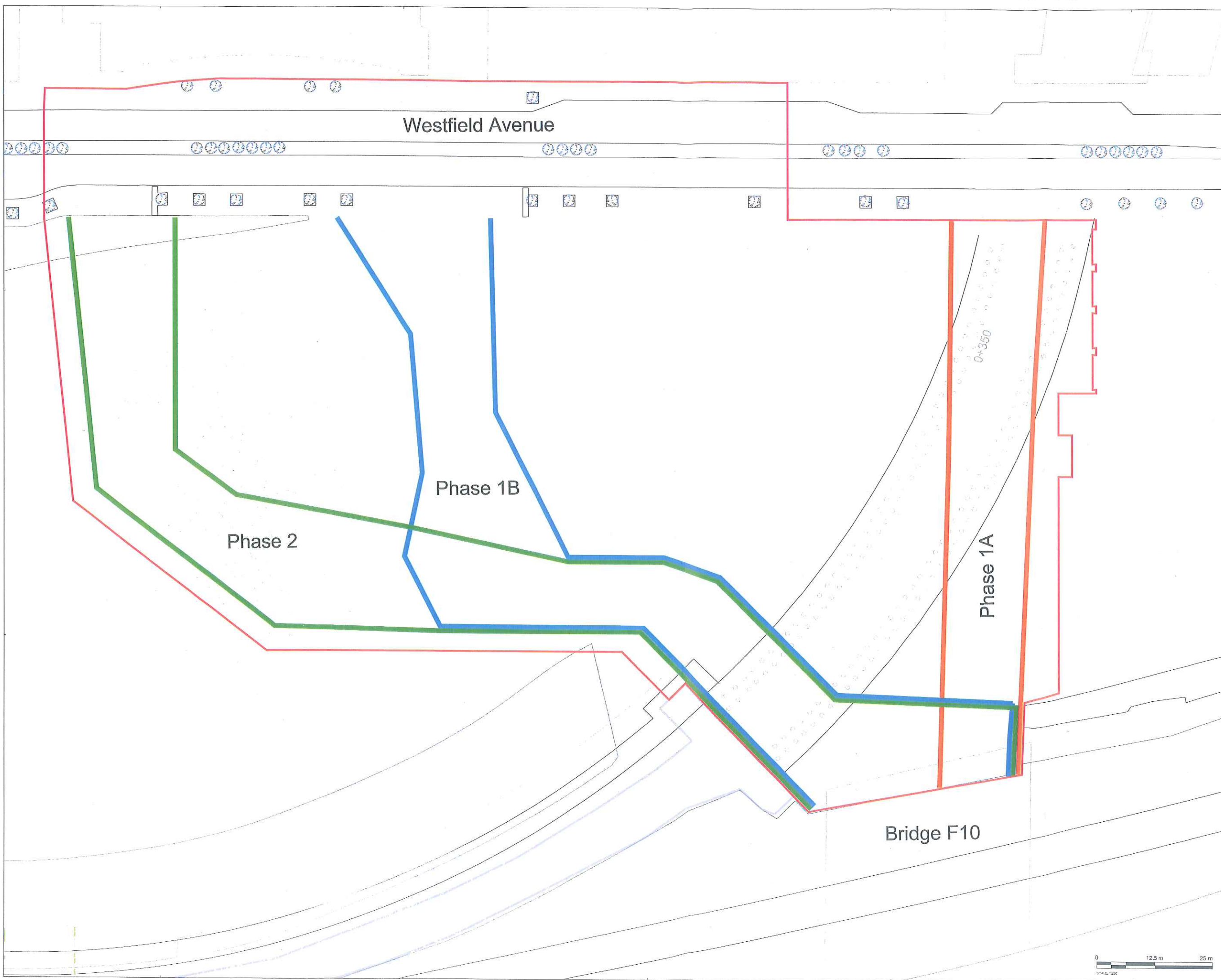
<b>Clients</b> Lend Lease	<b>Job No. / Job No</b> Scale: 1:1250
<b>Consultants</b> Rogers Stirk Harbour & Partners Buro Happold	<b>Sheet Size:</b> A1 <b>Revision:</b> 00 <b>Drawing No.:</b> VLA-DR-L-2079-0100

Legend  
 This drawing is to be read in conjunction with all relevant architect and engineer drawings and specifications. All elevations and dimensions have to be verified prior to beginning of construction work. Possible discrepancies in elevation and dimensions of the proposed project to the existing site shall be reported to construction management and landscape architect prior to the beginning of construction work. The location and elevation of sub-surface service lines are indicative only, exact location and elevation shall be verified on site. All measurements are in meters unless otherwise stated. Do not scale from this drawing.

LEGEND

- Planning application boundary
- Phase 1A, narrow version of existing stitch, refer to drawing: VLA-DR-L-2079-1520
- Phase 1B, stitch diversion, refer to drawing: VLA-DR-L-2079-1530
- Phase 2 - E, stitch diversion, refer to drawing: VLA-DR-L-2079-1540/1550/1560/1570/1580

PLAN 2

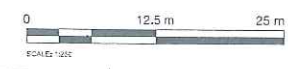


Rev	Date	By	Chk	Description
02	03.02.15	TH	MS	INFORMATION
01	23.01.15	TH	MS	INFORMATION
00	19.01.15	TH	MS	INFORMATION

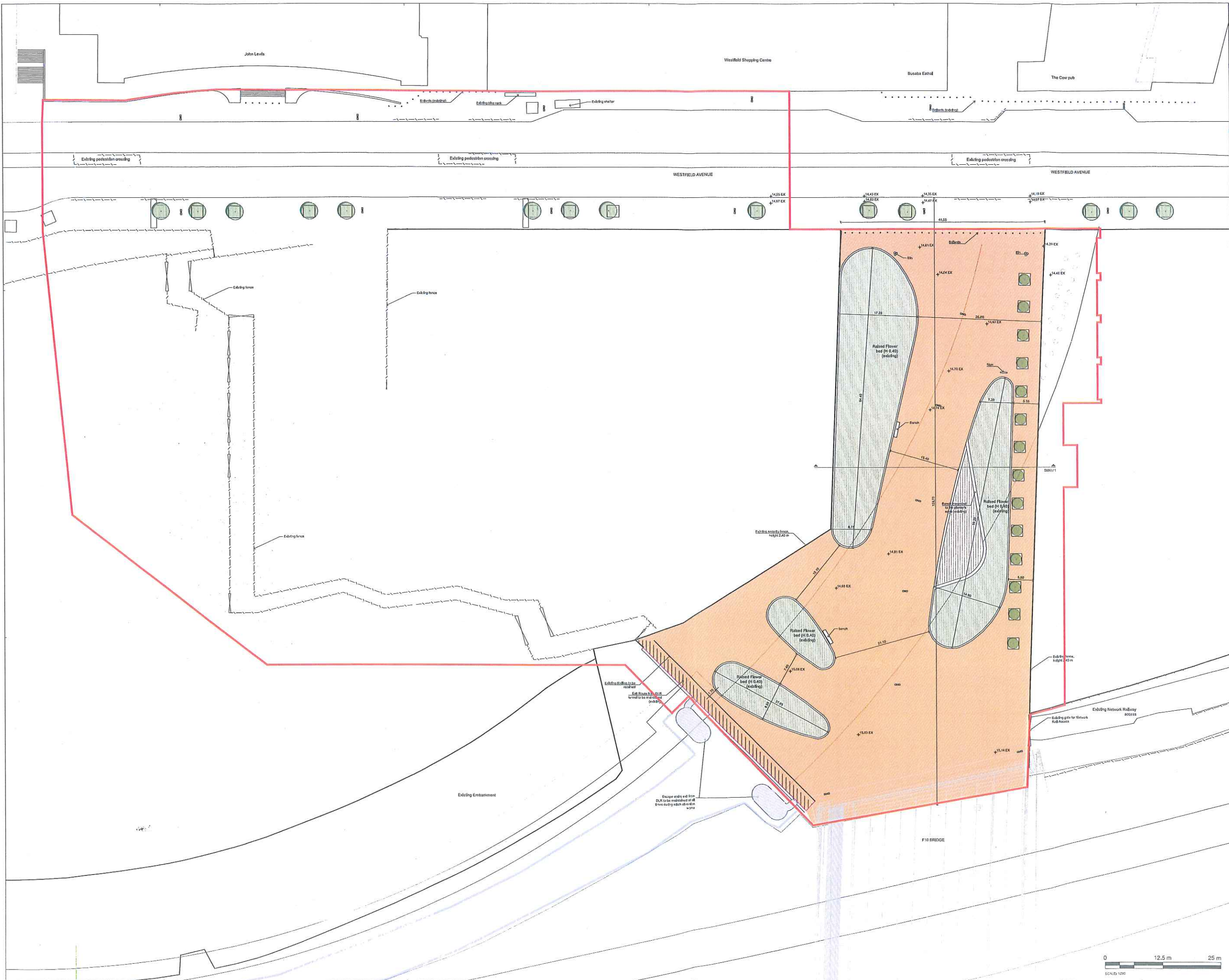
FOR INFORMATION ONLY

**The International Quarter**  
 The Stitch Relocation  
 Composite Drawing

Client: The International Quarter  
 Date: 2015  
 Scale: 1:250  
 Consultant: HOK  
 Project: The International Quarter  
 Drawing No: VLA-DR-L-2079-1602







**Legend**  
 This drawing is to be read in conjunction with all relevant architect and engineer drawings and specifications. All elevations and dimensions have to be verified prior to beginning of construction work. Possible discrepancies in elevation and dimensions of the proposed project to the existing site shall be reported to construction management and landscape architect prior to the beginning of construction work. The location and elevation of sub-surface service lines are indicative only, exact location and elevation shall be verified on site. All measurements are in meters unless otherwise stated. Do not scale from this drawing.

- LEGEND**
- Planning application boundary
  - Resin bonded gravel (existing)
  - Decking (existing)
  - Ground flora (existing)
  - Existing levels (existing)
  - Existing fence (existing)
  - Existing tree (existing)
  - bench (existing)
  - H<sub>2</sub>O (existing)
  - Lighting column (existing)

# PLAN 3

Rev	Date	By	CRK	Description
01	26.11.14	PLM	MS	PLANNING

## PLANNING

**The International Quarter**  
 The Stitch:  
 Existing Location General Arrangement Plan

Client: **City of London**  
 Date: 26/11/14  
 Scale: 1:250  
 Design: PLM  
 Drawing No: VLA-DR-L-2079-1500



**APPENDIX 2**  
**DRAFT PLANNING PERMISSION**



## FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990  
Town and Country Planning (Development Management Procedure) (England) Order 2010

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Please see notes at the end of this notice

Applicant

Scott Anderson  
Stratford City Business District Limited  
c/o Lend Lease  
20 Triton Street  
Regent's Place  
London  
NW1 3BF

Agent

Steffan Rees  
Quod  
Ingeni Building  
17 Broadwick Street  
London  
W1F 0AX

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**Part I - Particulars of Application**

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Date of Application: 01-Dec-2014

Application No: 14/00481/FUL

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Proposal: Application for the temporary and phased diversion of the existing pedestrian route between Westfield Avenue and Bridge F10 through 'The International Quarter' Zone 2 (currently known as 'The Stitch' entrance to Queen Elizabeth Olympic Park).

Location: Zone 2 The International Quarter South, Land adjacent to Westfield Avenue, Stratford City

**Part II - Particulars of Decision**

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In pursuance of the powers under the above Act and Order the London Legacy Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

**Conditions:**

**Definitions**

'LPA' – means the Local Planning Authority;

'the Park' – means Queen Elizabeth Olympic Park;

'TIQ' – means The International Quarter South, formed of Zone 2 Stratford City and as identified on the attached drawing (no. VLA-DR-L-2079-0100);



*'the Stitch'* – means the existing route through TIQ into the Park as identified on the attached drawing (no. VLA-DR-L-2079-1500);

*'Phase 1'* – means Phase 1A and Phase 1B;

*Phase 1A* – means the narrowing of the existing Stitch route as identified on the attached drawing (encompassing details on the relevant approved drawings) (no. VLA-DR-L-2079-1602 Rev.02)

*Phase 1B* – means the diverted route as identified on the attached drawing (encompassing details on the relevant approved drawings) (no. VLA-DR-L-2079-1602 Rev.02);

*'Phase 2'* – means the diverted route as identified on the attached drawing (and encompassing Phases 2A-2E on the approved drawings) (no. VLA-DR-L-2079-1602 Rev.01);

*'Event Occurrence'* – means anytime that a cumulative spectator threshold of 5,000 or more people is expected at the park in association with events on the Park and / or any Stadiums within the Park. An Event Occurrence may be avoided where confirmation from the applicant is provided to the LPA at least 2 working days prior to an event, that the Parks Operation Team at LLDC do not require a minimum 17m width along routes into the Park.

*'Marker Tree'* – (aka "History Trees") A series of 10 semi-mature trees planted at the 10 main entrances to Queen Elizabeth Olympic Park as part of the ODA and LLDC's Arts and Culture strategies. Each tree has a bronze or stainless steel ring suspended in the crown inscribed with words reflecting the local history of each site.

## 1. Advance Notification of Works

Two weeks prior to the commencement of the development, notice shall be provided to the LPA of the intention to carry out works approved as part of this planning consent.

- At no time will all routes through TIQ into the Park be closed to members of the public;
- At anytime that the permanent Stitch location closes, the diverted Phase 1 or Phase 2 route shall be opened;
- At anytime that the Phase 1 route closes, the Phase 2 or permanent Stitch location shall be opened; and
- At anytime that the Phase 1 or 2 diversion closes, the permanent Stitch location shall be opened.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991 and to ensure suitable access at all times to Queen Elizabeth Olympic Park.

## 2. Works in accordance with approved details

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with the following details and plan numbers:

The International Quarter, Full Planning Application, Stitch Diversion, Explanatory Statement and Appendices prepared by Lend Lease; VLA-DR-L-2079-0100; VLA-DR-L-2079-1500; VLA-DR-L-2079-1510; VLA-DR-L-2079-1520; VLA-DR-L-2079-5600; VLA-DR-L-2079-1530 Rev.01; VLA-DR-L-2079-1531; VLA-DR-L-2079-5650; VLA-DR-L-2079-5651; VLA-DR-L-2079-1540 Rev.01; VLA-DR-L-2079-1550 Rev.01; VLA-DR-L-2079-1560 Rev.1; VLA-DR-L-2079-1570 Rev.01; VLA-DR-L-2079-1580 Rev.01; VLA-DR-L-2079-1600; VLA-DR-L-2079-5700; VLA-DR-2079-5800; C2010 REV.C; C2011 REV.D; BURRI lighting specification; BURRI public bin specification; BURRI bench specification; BURRI public bollard specification;

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained.



### 3. Temporary Consent

The development is permitted until 30<sup>th</sup> April 2018, on or before which date the diverted routes (Phases 1&2) shall be discontinued, and the route shall revert back to its former location. In accordance with the design details submitted pursuant to condition 8 or such other submission for the landscape treatment of this route approved by the LPA.

Reason: To ensure the implementation of this permission is undertaken for the temporary period described in the application and to ensure that a high quality entrance and access to QEOP is reprovided following the construction of Plots S5 and S6.

### 4. Matching external materials and accessibility

Notwithstanding the detail shown in the approved drawings, the use of a 'construction finish' is not permitted to any part of the minimum 17m event routes for Phase 1&2; with the exception of Phase 1A where for a limited period of no more than 3 months from the date of implementation of Phase 1A, a construction finish is accepted as shown on the approved drawings. The materials used in the carrying out of this permission shall match the original materials for 'The Stitch' in type, colour and dimensions. The development shall be carried out to achieve the following:

- Level gradients;
- No steps, kerbs, uneven surfaces;
- Bound hardstanding equivalent to the gold top or black top found on the park (buff 'Amber Gold' aggregate 1-4mm size; resin bound to tarmac paved surface);
- directional signage to re-direct all Park visitors (including from within Westfield) displaying travel times;
- Benches every 50m including some with both back and arm rests as provided across the Park (or an alternative type as agreed with the LPA), and level (1:60 or shallower) space adjacent to benches for wheelchair resting points (benches to be movable for events);
- Lighting at night comparable to light levels on the Park (refer to adopted Lighting Strategy [0239-MPO-PWD-L-GUI-0001]);
- CCTV at regular intervals along each diverted route;
- Minimum 17m clear, unobstructed width maintained during an Event Occurrence; and
- Any street furniture located off main pedestrian routes/desire lines and clearly visible providing good visual contrast with surrounding surfaces.

Prior to the closure of the existing Stitch route, a statement and detailed drawings shall be submitted to the Local Planning Authority for approval, to describe how the above criteria will be achieved. The development shall be carried out and maintained in accordance with any details approved.

Reason: To ensure that the new works comply and are consistent with the public realm design in QEOP

### 5. Unexpected contamination

If at any time during the construction of the Site, contamination is encountered which was not previously identified or treated or has been brought to the surface by construction activity, construction work shall not proceed (except to the extent that it would not further disturb that contamination) until a Remediation Change Note, containing an assessment of that contamination and a scheme and timetable to contain, treat or remove it has been submitted to and approved by the Local Planning Authority and any necessary remediation has been carried out.

Reason: To ensure the protection of human health and avoidance of pollution of controlled waters.

### 6. Removal of permitted development: Temporary structures

No hoardings or other means of enclosure (other than those for which planning permission is hereby granted) shall be erected within the land affected by this permission at any time without the prior



approval of the Local Planning Authority. None of the rights contained in Part 4 Class A of Schedule 2 of the Town and Country Planning (General Permitted Development Order) 1995 shall be exercised, other than temporary structures necessary to support an Event Occurrence (which are permitted for not more than 28 days) and any cycle hire / storage facilities, unless the approval of the Local Planning Authority has first been obtained.

Reason: To provide control over development including hoardings or other means of enclosure in the interests of amenity and the appearance of the area.

#### **7. Maintenance and Management Plan**

No development as part of Phase 1B shall take place until a Maintenance and Management Plan detailing how all elements of the site are to be maintained and how conflict between construction and park movements will be managed, has been submitted to and approved in writing by the Local Planning Authority in consultation with London Borough of Newham and LLDC Park Safety (as part of Park Operations). The development shall be carried out in accordance with the approval given.

Reason: In the interests of highway and pedestrian safety.

#### **8. Reinstatement of landscaping**

Prior to January 2018 the applicant shall submit a detailed landscaping plan for the reinstatement of the land where the existing Stitch is located. The landscaping plan should be consistent with the existing appearance or details approved for the site (as relevant) unless minor variations are agreed in writing. Only such details as approved are to be implemented unless minor variations are agreed in writing by the Local Planning Authority. The landscaping shall be carried out in accordance with the approved details as part of the submission of details pursuant to this condition or any other planning consent issued by the LPA in respect of the permanent landscaping of the original Stitch location. In the event that the landscape treatment of the original Stitch landscape is approved as part of another planning consent, the obligations under this condition will be considered to be discharged.

Reason: To ensure a satisfactory standard of external appearance once the temporary buildings are removed from the site.

#### **9. Minimum width to be maintained during an Event Occurrence**

The temporary amendment to the route of the Stitch hereby approved which connects Bridge F10 to Westfield Avenue must maintain a clear accessible crowd flow width of a minimum of 17m throughout its length during an Event Occurrence. Except where an approved Event Management Plan for that Event Occurrence confirms that 17m clear width is not required for that Event Occurrence and that the approved EMP is submitted to the LPA in advance of the relevant Event Occurrence.

The hoardings enclosing the route, including any sections which are temporarily relocated in an Event Occurrence to create the required clear width, must be designed in accordance with the Guide to Safety at Sports Grounds (Fifth Edition), requiring them to resist safely a horizontal imposed load of 2.0kN/m length or 3.0kN/m on crowd loading corners. (Where hoardings are to be moved to create the necessary crowd flow width on event days, this operation must be undertaken a minimum of three hours prior to the start of an event, and a minimum of two hours after the end of an event.) The clear 17m crowd flow route should be clear of any obstructions to crowd movement or potential trip hazards. Any street furniture within the clear route should not reduce the available width and must be greater than 2m in height to ensure it is visible above a crowd.

Reason: To ensure appropriate space to accommodate visitor access and egress to the Park.

#### **10. Advertisement – Restrictions and Details for Approval**

(b) Prior to the closure of the existing Stitch route, details of images to promote the location of QEOP that are to be incorporated on the hoardings for the diverted Phase 1 route shall be submitted to the Local Planning Authority for approval in writing. A minimum of 40% of the usable hoarding line shall be made available for QEOP wayfinding, images of existing venues or activities within QEOP and promotion of QEOP events, on the following frontages:

Westfield Avenue;

Within the Stitch; and

Facing QEOP;



with the majority of the minimum 40% QEOP provision allocated to hoardings which front directly onto Westfield Ave. A plan of the allocation of the minimum 40% QEOP provision shall be submitted to and approved by the LPA prior to the closure of the existing Stitch route.

A maximum of 40% of the usable hoarding line shall be utilised by the Applicant to promote the wider development with a maximum of 20% to be used for animation purposes, which shall include provision for public art.

The details approved pursuant to this condition shall be undertaken on the site in accordance with any associated advertisement consent (if required), prior to the opening of the Phase 1 diverted route. All hoardings and their content as approved by the LPA shall be installed and maintained at the applicant's expense for the duration of the diversion.

Reason: To avoid a proliferation of advertisements and, ensure promotion of the Park and the wider development at Zone 2 of Stratford City, and in the interest of improving activation and legibility of the route.

## 11. Replacement of Marker Tree

Before commencement of Phase 1A, details of the proposed location of the Marker Tree shall be submitted and approved by the Local Planning Authority. This location should be a minimum area of 10sqm and the applicant will allow LLDC access to the approved location in order to plant the Marker Tree before 30 April 2015. Where access by LLDC to the tree is restricted, details of access arrangements for LLDC to plant and maintain the tree shall be provided to the LPA. For the period of the closure of the F10 Stitch protective measures that will be implemented, including an exclusion zone of works. Protection as a minimum should meet **BS 5837 'Trees in relation to design, demolition and construction'**. In the event that the tree is felled, lopped or in any other way damaged as a result of construction activities (during the period of route diversion), the applicant shall replace the tree to a specification approved by the LPA.

Reason: The closure of the existing Stitch will include land previously identified and approved as the location of one of the 10 History Trees. The original tree was originally planted on the F10 Stitch in April 2013 but had to be felled due to an untreatable infection. The LLDC would like to re-plant the tree in the interest of visual amenity and policy 7.5 Public Realm of the London Plan.

## 12. Bus Infrastructure

Prior to the relocation of the bus stop on the western side of Westfield Avenue, details of the bus shelters, the bus stop design and the location of the bus stop, shall be submitted to and approved by the Local Planning Authority in consultation with Transport for London. Any detailed bus stop design should satisfy the Transport for London Accessible Bus stop design guidance.

Reason: To ensure highway safety and inclusive access to the bus network and journey quality for the travelling public when using the buses.

### Informative:

#### **Docklands Light Railway**

Docklands Light Railway strongly recommends that the developer contacts its Infrastructure team in order to discuss the proposed development at an early stage to ensure that the risk to the DLR is managed. DLR's Infrastructure team can be contacted at [developmentconsultations@dlr.tfl.gov.uk](mailto:developmentconsultations@dlr.tfl.gov.uk)

#### **Proactive and Positive Statement**

In accordance with the National Planning Policy Framework and with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 (as amended), the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application, the local planning authority continued to work with the applicant in a positive and proactive manner. Officers advised the applicant of any concerns and

consultation responses that arose during the assessment of the application, allowing the applicant time to provide a response and further clarification as necessary. This ensured that all concerns were adequately addressed. The planning application complies with planning policy as stated above and was determined in a timely manner.

Dated this: 01 April 2015

A handwritten signature in black ink, appearing to read 'A Hollingsworth'.

**Anthony Hollingsworth**  
Director of Planning Policy and Decisions  
London Legacy Development Corporation



**London Legacy Development Corporation  
TOWN AND COUNTRY PLANNING ACT 1990**

**Appeals to the Secretary of State**

- \* If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990.
- \* If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to the London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online.
- \* The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: [enquiries@pins.gsi.gov.uk](mailto:enquiries@pins.gsi.gov.uk) ) or (Tel: 0117 372 8000).  
To make an appeal online, please use [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- \* The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- \* The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- \* In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

**Purchase Notice**

- \* If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- \* In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

