

DATED 13 February 2018

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) STRATFORD CITY DEVELOPMENTS LIMITED
- (3) STRATFORD CITY SHOPPING CENTRE (NO.2) NOMINEE A LIMITED AND STRATFORD CITY SHOPPING CENTRE (NO.2) NOMINEE B LIMITED
- (4) LINK CORPORATE TRUSTEES (UK) LIMITED

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990
and all other powers enabling
relating to land known as Cherry Park in Zone 1 of
Stratford City

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THIS AGREEMENT is made on 13 February 2018

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **STRATFORD CITY DEVELOPMENTS LIMITED** (Company Number 04261851) whose registered office is at 6th Floor Midcity Place, 71 High Holborn, London WC1V 6EA (the "**Applicant**");
- (3) **STRATFORD CITY SHOPPING CENTRE (NO.2) NOMINEE A LIMITED** (Company Number 06530663) whose registered office is at 6th Floor Midcity Place, 71 High Holborn, London WC1V 6EA and **STRATFORD CITY SHOPPING CENTRE (NO.2) NOMINEE B LIMITED** (Company Number 06530613) whose registered office is at 6th Floor Midcity Place, 71 High Holborn, London WC1V 6EA (the "**Second Owners**"); and
- (4) **LINK CORPORATE TRUSTEES (UK) LIMITED** (Company Number 239726) whose registered office is at The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU (the "**Mortgagee**").

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Applicant is the registered proprietor of the freehold interest in that part of the Site which is registered with title number AGL240683.
- (C) The Second Owners are registered proprietors of the freehold interest in that part of the Site which is registered with title number EGL557876.
- (D) The Commercial Land is owned in part by the Applicant and in part by the Second Owners.
- (E) The Residential Land is owned in part by the Applicant and in part by the Second Owners.
- (F) The Mortgagee is the registered proprietor of the charge dated 16 October 2014 referred to in entry number 306 of the charges register of Title Number EGL557876 and has agreed to enter into this deed to give its consent to the terms of the Agreement.
- (G) The Planning Application was validated by the LPA on 3 August 2015.
- (H) On 20 December 2016 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (I) 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.
- (J) 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 powers enabling.

IT IS AGREED as follows:-

1. INTERPRETATION

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

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Block"	means a block of Residential Units forming part of Phase 3
"Building"	means a building comprised in the Development
"Car Club Membership Cap"	means £75,000 (seventy five thousand pounds) Indexed
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and " Commence " and " Commenced " shall be construed accordingly
"Commencement Date"	means the date upon which the Development is first Commenced
"Commercial Land"	means the part of the Site to be developed as the retail component of the Development and shown coloured light orange on the plans attached at Appendix 7 PROVIDED THAT such plans may be amended with the prior written consent of the LPA and PROVIDED FURTHER THAT if a request to amend the plans is made the person making the request shall provide details of all of the persons who are the registered proprietors of all freehold and leasehold interests that comprise the entirety of the Commercial Land as it is proposed to be amended (" Revised Commercial Land ") and where the registered proprietor(s) of all of the freehold and leasehold interests that comprise the entirety of the Revised Commercial Land are not the person set out in Recital (D) or that person's successor in title the LPA's consent shall be conditional upon this Deed being varied so that all persons who have a freehold or leasehold interest in the Revised Commercial Land agree subject to Clauses 2.4, 2.5, 2.6 and 2.7 to their respective interest(s) in the Revised Commercial Land being bound by the obligations in this Deed that relate to the Commercial Land
"Commercial Unit"	means a commercial unit provided as part of the Development

"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development or part thereof and "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Newham and its successor in function
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof
"Highway Authority"	means the Council and/or TfL (as applicable) or their successors in function
"Index"	means: <ul style="list-style-type: none"> (a) for all payments and financial contributions with the exception of the Car Club Membership Cap and the amounts of £20,000 and £720 respectively referred to in the definition of Release Fee set out in Schedule 3 the Building Cost Information Service All-in Tender Price Index or if that index shall cease to be published such equivalent alternative related index as agreed by the relevant Parties; (b) for the Car Club Membership Cap and the amount of £720 referred to in the definition of Release Fee set out in Schedule 3 the Retail Prices Index (All Items Index) published by the Office of National Statistics or if that index shall cease to be published such equivalent alternative related index as agreed by the relevant Parties; (c) for the amount of £20,000 referred to in the definition of Release Fee set out in Schedule 3 the Land Registry House Price Index for the London Borough of Newham

or if that index shall cease to be published such equivalent alternative related index as agreed by the relevant Parties;

"Indexed"	means in relation to a sum that it is to be increased (and not decreased) in accordance with Clause 15
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Phase 1"	means the groundworks part of the Development shown yellow on the plan attached at Appendix 8 and such plan may be amended with the prior written consent of the LPA
"Phase 2"	means the retail part of the Development shown pink on the plan attached at Appendix 8 and such plan may be amended with the prior written consent of the LPA
"Phase 3"	means the residential part of the Development shown blue on the plan attached at Appendix 8 and such plan may be amended with the prior written consent of the LPA
"Planning Application"	means the application for planning permission submitted to the LPA and given reference number 15/00358/OUT by the LPA
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 2
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Reserved Matters"	has the meaning given in the Town and Country Planning (Development Management Procedure) (England) Order 2015

"Residential Land"	means the part of the Site to be developed as the residential component of the Development and shown coloured pink on the plans attached at Appendix 7 PROVIDED THAT such plans may be amended with the prior written consent of the LPA and PROVIDED FURTHER THAT if a request to amend the plans is made the person making the request shall provide details of all of the persons who are the registered proprietors of all freehold and leasehold interests that comprise the entirety of the Residential Land as it is proposed to be amended (" Revised Residential Land ") and where the registered proprietor(s) of all of the freehold and leasehold interests that comprise the entirety of the Revised Residential Land are not the person set out in Recital (E) or that person's successor in title the LPA's consent shall be conditional upon this Deed being varied so that all persons who have a freehold or leasehold interest in the Revised Residential Land agree subject to Clauses 2.4, 2.5, 2.6 and 2.7 to their respective interest(s) in the Revised Residential Land being bound by the obligations in this Deed that relate to the Residential Land
"Residential Unit"	means a residential unit provided as part of the Development
"Site"	means the land shown edged red on the plan attached at Appendix 1
"TfL"	means Transport for London or its successor in function
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

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 to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule unless otherwise specified;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) Recital is to a Recital to this Agreement; and
- (f) 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 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 1.6, 2.5, 2.6 and 2.7 references to the Developer in this Agreement include:-
- (a) the Applicant;
 - (b) the Second Owners;
 - (c) persons deriving title from the Applicant or the Second Owners; and
 - (d) the Applicant's or Second Owners' successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 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 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 15 (fifteen) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 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.

- 1.5 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 Consent for the purposes of this Agreement.
- 1.6 Subject to Clause 4.2 the Applicant and the Second Owners as registered proprietors of the freehold interests that comprise Commercial Land and the Residential Land covenant to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.5, 2.9 and 2.10 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interests in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The provisions of the Schedules to this Agreement will bind the whole of the Site unless otherwise specified in a Schedule to this Agreement.
- 2.5 The obligations contained within this Agreement shall not be binding upon nor enforceable against:
- 2.5.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
 - 2.5.2 subject to Clause 2.6 the individual occupiers or tenants of the Commercial Units;
 - 2.5.3 subject to Clause 2.7 the individual occupiers or tenants of the Residential Units.
- 2.6 Paragraph 5.1.2 of Schedule 5 shall be binding on the individual occupiers and tenants of the Commercial Units.
- 2.7 The provisions of paragraph 3 and paragraph 10.1 of Schedule 3 and paragraph 5.1.2 of Schedule 5 shall be binding on the individual occupiers or tenants of the Residential Units PROVIDED THAT the provisions of paragraph 3 of Schedule 3 shall not be binding on individual occupiers or tenants of any Residential Unit in respect of which a Release Notice (as defined in Schedule 3) has been issued.
- 2.8 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.9 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 its interest in the Site or its interest in respect of 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.

- 2.10 No obligation 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, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.11 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.12 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 lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.13 Subject to Clause 2.14 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.14 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. CONDITIONALITY

- 3.1 This Agreement is conditional upon:
- 3.1.1 the grant of the Planning Permission; and
 - 3.1.2 subject to Clause 3.2 the Commencement Date having occurred.
- 3.2 Clauses 1, 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 shall take effect on the date of this Agreement.
- 3.3 Clauses 4 and 5 shall take effect on the date of this Agreement but only insofar as they relate to the obligations set out in Clause 3.4.
- 3.4 The following obligations shall take effect upon the grant of Planning Permission:
- 3.4.1 paragraph 2.1 of Schedule 1;
 - 3.4.2 Schedule 2;
 - 3.4.3 paragraph 2.3 of Schedule 8;
 - 3.4.4 paragraph 2.1 of Schedule 9.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

- 4.1 Subject to Clauses 1.6 and 4.2 the Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:-
- 4.1.1 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 Developer contained in this Agreement;

4.1.2 not encumber or otherwise deal with their 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; and

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement Date and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

4.2 The covenants in the Schedules to this Agreement which are binding only on either the Residential Land or the Commercial Land shall only bind the owners of the Residential Land or the Commercial Land (as applicable).

5. THE LPA'S COVENANTS WITH THE DEVELOPER

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Where in this Agreement the approval, consent or other expression of satisfaction is required from the LPA such approval, consent or other expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

5.3 Subject to Clause 5.7, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.4 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.5 The LPA covenants with the Developer that it will pay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest.

5.6 In the event that the Planning Permission is quashed following a successful legal challenge the LPA covenants to pay to the Developer (or the person who made the payment if not the Developer) any payment made by the Developer to the LPA under this Agreement which has not been expended or irrevocably committed in accordance with the provisions of this Agreement.

5.7 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.3 shall cease to apply in respect of those monies.

5.8 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.7 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid and upon request by the Developer provide reasonable documentary evidence of such assurances.

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 Working Day after the day of delivery; and

6.1.2 if sent by first class post or recorded delivery post, the day two Working 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 Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

For the attention of: Anthony Hollingsworth

Applicant:

Address: 6th Floor Midcity Place
71 High Holborn
London
WC1V 6EA

For the attention of: Leon Shelley, General Counsel

Second Owners:

Address: 6th Floor Midcity Place
71 High Holborn
London
WC1V 6EA

For the attention of: Leon Shelley, General Counsel

Mortgagee:

Address: 6th Floor
65 Gresham Street
London
EC2V 7NQ

For the attention of: Manager, Corporate Trusts

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

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

7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a written notification to such effect.

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

8. **VERIFICATION AND ENFORCEMENT**

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. **THE MORTGAGEE**

9.1 The Mortgagee acknowledges and declares that:-

9.1.1 this Agreement has been entered into by the Second Owners with its consent;

9.1.2 the part of the Site owned by the Second Owners shall be bound by the obligations affecting that part of the Site owned by the Second Owners contained in this Agreement; and

9.1.3 the security of the Mortgagee over the part of the Site owned by the Second Owners shall take effect subject to this Agreement in so far as it affects the part of the Site owned by the Second Owners.

9.2 Any mortgagee shall be liable only for any breach of the provisions of this Agreement during such period as he is a mortgagee in possession of the Site or any part thereof.

10. **DISPUTE RESOLUTION**

10.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

10.2 The Notice must specify:-

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

10.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

10.2.3 the proposed Expert.

10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.

- 10.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at 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.
- 10.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 10.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 10.7.1 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;
 - 10.7.2 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;
 - 10.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
 - 10.7.4 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
 - 10.7.5 in all other cases, the President of the Law Society to nominate the Expert.

11. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer 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 LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

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**

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

14. THE LPA'S COSTS

14.1 The Developer agrees that it will on completion of the Agreement pay:-

14.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement); and

14.1.2 the LPA's reasonable costs incurred in the review of development appraisals and viability assessments in connection with the Development (inclusive of any such costs incurred by external surveyors appointed by the LPA).

15. FINANCIAL CONTRIBUTIONS AND INDEXATION

15.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

15.2 Subject to Clauses 15.3 and 15.5 all payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from 20 December 2016 until the date such sums are paid (unless otherwise stated in this Agreement).

15.3 In respect of the amounts referred to in the definition of Release Fee in Schedule 3 the sums of £20,000 and £720 will be increased by reference to the amount of the quarterly increase in the Index from 20 December 2016 until the date of the relevant Release Application.

15.4 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) is expressed as being Indexed such sum or value shall be increased by the increase of the Index from the date 20 December 2016 until the date the sum or value falls to be considered or applied.

15.5 The amount referred to as "BAHA" in the definition of "Surplus" (as set out in Schedule 2) shall not be Indexed.

16. INTEREST

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

17. JURISDICTION AND LEGAL EFFECT

17.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. 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.

SCHEDULE 1

AFFORDABLE HOUSING CONTRIBUTIONS

1. DEFINITIONS

- "Affordable Housing"** means housing including social rented housing, affordable rented housing and intermediate housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
- "First Affordable Housing Contribution"** means £11,700,000 (eleven million seven hundred thousand pounds) Indexed
- "First Reserved Matters Approval"** means the first approval of Reserved Matters by the LPA pursuant to an application made under the Planning Permission in respect of Phase 3
- "PPG Bid Process"** means process by which the Project Proposals Group allocates monies for the provision of Affordable Housing in accordance with bids it has received
- "Project Proposals Group"** means the group of senior officers from the London Legacy Development Corporation which is chaired by the Director of Planning Policy and Decisions and which has delegated authority from the London Legacy Development Corporation Board to make decisions as to the expenditure of monies received pursuant to section 106 agreements
- "Second Affordable Housing Contribution"** means £18,300,000 (eighteen million three hundred thousand pounds) Indexed

2. FIRST HOUSING CONTRIBUTION

- 2.1 The Developer shall pay the First Affordable Housing Contribution to the LPA prior to the Commencement Date and shall not Commence the Development until the First Affordable Housing Contribution has been paid to the LPA.

3. SECOND AFFORDABLE HOUSING CONTRIBUTION

- 3.1 The Developer shall pay the Second Affordable Housing Contribution to the LPA within 10 Working Days of the date of the First Reserved Matters Approval.
- 3.2 The Developer shall not Commence Phase 3 until it has paid the Second Affordable Housing Contribution to the LPA.

4. USE OF THE FIRST AND SECOND AFFORDABLE HOUSING CONTRIBUTIONS

The LPA shall use both the First Affordable Housing Contribution and the Second Affordable Housing Contribution towards the provision of Affordable Housing through the PPG Bid Process.

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

- "Affordable Housing"** has the meaning given in Schedule 1
- "Deferred Affordable Housing Payment"** means a sum of money equivalent to 60% of the Surplus
- "Deferred Affordable Housing Payment Cap"** means £70,000,000 (seventy million pounds) Indexed
- "Scheme Rental Value"** means the average residential rental value for the Development on a £/square foot basis (net internal area)
- "Specialist"** means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the Parties or if the Parties are unable to agree the identity of the Specialist either Party may request the President of the Law Society to nominate the Specialist at their joint expense
- "Substantial Commencement"** means the occurrence of either Condition A or Condition B as set out below:-
- (a) Condition A: Commencement of the Development has occurred and works (including but without limitation building or engineering works) have progressed to the stage where at least one of the following elements of construction works related to the Development has been achieved:
 - (i) ground works to excavate at least 5,000 cubic metres of excavation materials or spoil as part of the basement works for Phase 1; or
 - (ii) formation of at least 5 piles as part of the Phase 1 groundworks
 - (b) Condition B: a contract or sub-contract encompassing the carrying out of either of the works described in (i) or (ii) of paragraph (a) above has been entered into by the Developer and certified copies of the relevant extracts produced to the LPA
- "Surplus"** means the amount (S) which is calculated in accordance with the following formula:

$$S = \left\{ \text{BAHA} \times \left(\frac{1 + \text{Drent}}{1 + (\text{Dcost} \times 60\%)} \right) \right\} - \text{BAHA} - \text{S1}$$

Where BAHA = £30,000,000 (thirty million)

pounds) which shall not be Indexed

D_{rent} = percentage increase in Scheme Rental Value at the date of Viability Review compared to the figure of £30.58 (thirty pounds and fifty eight pence) per square foot

D_{cost} = percentage increase in the BCIS All-in Tender Price Index from January 2016 to the date of the Viability Review

$S1$ = In respect of the Viability Review submitted pursuant to paragraph 4 only the amount of the Deferred Affordable Housing Payment (if any) paid pursuant to the Viability Review submitted pursuant to paragraph 3 (if undertaken)

"Viability Review" means a review to be provided by the Developer assessing whether or not the Development will achieve a Surplus

2. EVIDENCE OF COMMENCEMENT

Upon the occurrence of Substantial Commencement within 24 (twenty four) months of the date of grant of the Planning Permission the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement and the date on which Substantial Commencement occurred and shall allow the LPA (and its agents) access to the Site at all reasonable times upon giving at least 3 (three) Working Days prior written notice to the Developer for the purposes of inspecting the Site and verifying Substantial Commencement.

3. VIABILITY REVIEW – DELAYED COMMENCEMENT

If the Development has not been Substantially Commenced within 24 (twenty four) months of the date of the Planning Permission the Developer shall prior to Substantial Commencement or as the case may be prior to any undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review and the remainder of this Schedule shall apply to such Viability Review.

4. VIABILITY REVIEW – NEAR END REVIEW

Upon the Completion of 75% of the Residential Units the Developer shall submit to the LPA a Viability Review and the remainder of this Schedule shall apply to such Viability Review.

5. VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION

5.1 Within 10 (ten) Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Developer), the LPA shall either:-

5.1.1 confirm in writing to the Developer that it has received a valid Viability Review ("**Validation Date**"); or

5.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess the content of the Viability Review

and for the avoidance of doubt nothing in this paragraph 5.1 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to paragraph 6 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed

or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 5.1.2 above.

- 5.2 On receipt of any request for further information, the Developer shall as soon as reasonably practicable and in any case within 10 (ten) Working Days (or such longer period as may be agreed between the LPA and the Developer) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).
- 5.3 The Developer acknowledges that during the course of negotiations pursuant to paragraph 6 below, the LPA or its surveyor shall be entitled to seek such further information as either reasonably deems relevant or reasonable to settling the Viability Review and/or the amount of the Surplus with which the Developer shall comply as outlined in paragraph 5.2 above using Reasonable Endeavours.
- 5.4 If paragraph 3 of this Schedule applies, the Developer shall not Commence or continue to Commence (as applicable) the Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the Development until the LPA has received a valid Viability Review.

6. REVIEW OF VIABILITY REVIEW

- 6.1 The LPA shall be entitled to:-
- 6.1.1 recover from the Developer its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 2; and
 - 6.1.2 instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from Developer the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA; and
 - 6.1.3 the Developer shall pay such costs within 10 (ten) Working Days of written demand from the LPA.
- 6.2 For a period not exceeding 1 (one) calendar month commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:-
- 6.2.1 the Viability Review, and
 - 6.2.2 the amount of the Surplus (if any).
- 6.3 Within 2 (two) calendar months of the Validation Date, the LPA shall confirm in writing that either:-
- 6.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or
 - 6.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Developer and the LPA and confirms that no Deferred Affordable Housing Payment is triggered; or
 - 6.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Developer and the LPA, and the amount of Deferred Affordable Housing Payment is agreed ("**Acceptance Notice**").

7. REFERRAL TO THE SPECIALIST

- 7.1 In the event that pursuant to paragraph 6 above, the Developer and the LPA have not agreed the Viability Review and/or the amount of the Deferred Affordable Housing Payment either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable

endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**" and the Parties shall when appointing the Specialist use reasonable endeavours to procure that the determination from the Specialist is progressed expeditiously and made as soon as reasonably practicable following the Referral Date.

- 7.2 Unless otherwise agreed between the LPA and the Developer or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the amount of the Deferred Affordable Housing Payment ("**Representations Period**").
- 7.3 In addition to the matters specified in paragraph 7.2, in making his determination the Specialist shall have regard to:-
- 7.3.1 all relevant material submitted to him by the LPA and the Developer;
- 7.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise; and
- 7.3.3 the provisions of this Agreement and this Schedule.
- 7.4 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that a Surplus has arisen that his or her decision shall include a calculation of the amount of the Deferred Affordable Housing Payment (the "**Decision**").

8. **DEFERRED AFFORDABLE HOUSING PAYMENT**

- 8.1 In respect of any Viability Review undertaken pursuant to paragraph 3 of this Schedule 2 if the Specialist determines or the Developer and LPA agree that the outcome of the relevant Viability Review is that a Surplus has arisen the Developer shall pay to the LPA the Deferred Affordable Housing Payment as follows:
- 8.1.1 where the Commencement Date has not yet occurred the date on which the Viability Review is agreed or the date of the Decision (as applicable) the Deferred Affordable Housing Payment shall be paid prior to the Commencement Date; or
- 8.1.2 where Commencement has already taken place by the date on which the Viability Review is agreed or the date of the Decision (as applicable) the Deferred Affordable Housing Payment shall be paid prior to the Occupation of any further Residential Units which have not already been Occupied at such date ("**Unoccupied Units**").
- 8.2 The Developer covenants that no Unoccupied Units at the date on which a Viability Review undertaken pursuant to paragraph 3 is agreed or the date of the Decision (as applicable) shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.
- 8.3 In respect of the Viability Review undertaken pursuant to paragraph 4 of this Schedule 2 the Developer covenants that no more than 90% of the Residential Units shall be Occupied until:
- 8.3.1 the Developer and the LPA have agreed or the Specialist has determined the outcome of the Viability Review; and
- 8.3.2 if the Specialist determines or the Developer and LPA agree that the outcome of the Viability Review is that a Surplus has arisen the Developer shall pay to the LPA the Deferred Affordable Housing Payment.
- 8.4 The total aggregate amount payable by the Developer in Deferred Affordable Housing Payments and Release Fees (as defined in Schedule 3) pursuant to this Agreement shall not exceed the amount of the Deferred Affordable Housing Payment Cap.

9. **EXPIRY OF VIABILITY REVIEW**

- 9.1 Unless otherwise agreed by the LPA in its absolute discretion any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months from the Validation Date.
- 9.2 If a Viability Review expires without the LPA and the Developer having agreed or the Specialist having determined the issue of whether a Surplus has arisen and the amount of the Deferred Affordable Housing Payment (if relevant), then the Developer shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the provisions and covenants on behalf of the Developer and the LPA in this Schedule shall apply to any subsequent Viability Review(s).

SCHEDULE 3

PRS HOUSING

1. DEFINITIONS

- "Excepted Disposal"** means a disposal of a Block or part thereof whereby the Residential Units comprised within the land disposed of will remain as PRS Housing and be subject to the restrictions, covenants and obligations set out in this Schedule 3
- "Let Residential Unit"** means a Residential Unit that has been let at least once as at the date of the Release Application
- "Net Sales Area"** means the floor area in square feet of the entire Residential Unit including internal walls and hallways, but excluding any common spaces outside of the Residential Unit, patios and balconies
- "Open Market Value"** means the value for which a property exchanges in the open market between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently, and without compulsion
- "Protected Period"** means in relation to each Residential Unit the period of 15 (fifteen) years commencing on the later of:
- (a) the date on which the Residential Marketing Information for the Block in which that Residential Unit is located is provided to the LPA; or
 - (b) the date on which that Block is First Occupied
- "PRS Housing"** means units of housing that are made available for private rent in accordance with the PRS Management Scheme as approved by the LPA and in relation to which the tenant has not paid a premium or other capital sum
- "PRS Management Scheme"** means a single scheme for the management of all of the Residential Units which must be in compliance with the following principles:
- (a) there must be on-site management with a prompt issue resolution system;
 - (b) establishment of a complaints procedure for residents;
 - (c) membership of a designated professional body;
 - (d) advertise the availability of Residential

Units on a recognised internet lettings listing or portal;

and the management scheme shall not contain any provisions or controls relating to the level of rent or period or terms of the tenancies for the PRS Housing which shall be matters entirely for the Developer

"Release Application"

means an application in the form set out at Appendix 3

"Release Fee"

means an amount of money which is determined as follows:

- (a) in respect of any Let Residential Unit the amount of £20,000 (Indexed); or
- (b) in respect of any Unlet Residential Unit the amount (A) which is calculated as at the date of the Release Application and by reference to the following formula:

$$A = MSV - PRSV - LMC$$

Where:

MSV = the Open Market Value of the relevant Residential Unit on a market for sale basis;

PRSV = the Net Sales Area in square feet of the relevant Residential Unit multiplied by £720 (Indexed) per square foot; and

LMC = the costs (as evidenced by the Developer and on a pro rata basis if such costs cannot be attributable directly to the relevant Residential Unit) incurred in letting and marketing of the relevant Residential Unit, including but not limited to items set out in the Residential Marketing Information

PROVIDED THAT if A amounts to less than £20,000 (Indexed) it shall be taken to be £20,000 (Indexed)

"Release Notice"

means a notice in the form attached at Appendix 4 to be issued by the LPA in accordance with the terms of paragraph 4 or paragraph 5

"Residential Information"

Marketing

means information which sets out the activities for marketing the Residential Units to potential Occupiers and shall encompass at least the following:

- (a) details of how the Residential Units are being marketed and confirmation that

marketing has commenced;

- (a) copies of marketing brochures produced;
- (b) a release schedule setting out the proposed timescales for the individual Residential Units being marketed for Occupation;
- (c) details of which agents have been appointed for marketing the Residential Units (which may be external agents or the Developer's in-house agents); and
- (d) confirmation that the Residential Units are being advertised on a recognised internet lettings listing or portal in accordance with the release schedule.

"Specialist"

means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking valuation assessments the identity of which shall be agreed between the Parties or if the Parties are unable to agree the identity of the Specialist either Party may request the President of the Law Society to nominate the Specialist at their joint expense

"Unlet Residential Unit"

means any Residential Unit the subject of a Release Application which has not been let at least once as at the date of the Release Application

2. LAND BOUND

This Schedule 3 shall bind the Residential Land only.

3. PRIVATE RENTED SECTOR UNITS

The Developer covenants that during the Protected Period the Residential Units shall not be used other than as PRS Housing.

4. RELEASE FEES – LET RESIDENTIAL UNITS

4.1 At any time during the Protected Period the Developer may in respect of a Let Residential Unit submit to the LPA a Release Application which must be accompanied by payment of the relevant Release Fee.

4.2 Within 10 Working Days following receipt of Release Application pursuant to paragraph 4.1 and provided it has received the relevant Release Fee in cleared funds the LPA shall at its own cost issue to the Developer a Release Notice for the relevant Let Residential Unit.

4.3 Upon the issue by the LPA of a Release Notice the Let Residential Unit to which that Release Notice relates shall no longer be bound by the restriction set out in paragraph 3.

5. RELEASE FEES - UNLET RESIDENTIAL UNITS

5.1 At any time during the Protected Period the Developer may in respect of an Unlet Residential Unit submit to the LPA a Release Application.

- 5.2 Where a Release Application is made in respect of any Unlet Residential Unit the Developer shall submit with the Release Application a statement setting out the Developer's calculation of the Release Fee for that Unlet Residential Unit.
- 5.3 Within 10 Working Days following receipt of the Release Application pursuant to paragraph 5.1 the LPA shall either:
- 5.3.1 confirm in writing that it has received sufficient information to review the calculation of the Release Fee ("**Release Application Validation Date**"); or
- 5.3.2 request such further valuation information as acting reasonably as it deems necessary in order to review the calculation of the Release Fee.
- 5.4 On receipt of any request for further information pursuant to paragraph 5.3.2, the Developer shall as soon as reasonably practicable and in any case within 10 Working Days of such request provide to the LPA the information requested in which case the date such information is provided shall be the Release Application Validation Date.
- 5.5 Within 10 Working Days of the Release Application Validation Date the LPA shall confirm in writing that either
- 5.5.1 it accepts the amount of the Release Fee in the Developer's calculation; or
- 5.5.2 it does not accept the amount of the Release Fee in the Developer's calculation ("**Release Fee Non Acceptance Notice**")

6. REFERRAL TO THE SPECIALIST

- 6.1 In the event that pursuant to paragraph 5.5 above, the Developer and the LPA have not agreed the amount of the Release Fee either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Release Fee Non Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred to hereafter as the "**Release Fee Referral Date**" and the Parties shall when appointing the Specialist use reasonable endeavours to procure that the determination from the Specialist is progressed expeditiously and made as soon as reasonably practicable following the Release Fee Referral Date.
- 6.2 Unless otherwise agreed between the LPA and the Developer or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Release Fee Referral Date submit its evidence and representations to the Specialist in respect of the Release Fee ("**Release Fee Representations Period**").
- 6.3 In addition to the matters specified in paragraph 5, in making his determination the Specialist shall have regard to:-
- 6.3.1 all relevant material submitted to him by the LPA and the Developer;
- 6.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise; and
- 6.3.3 the provisions of this Agreement and this Schedule 3.
- 6.4 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that his or her decision shall include a calculation of the amount of the Release Fee (the "**Release Fee Decision**").

7. RELEASE IN RESPECT OF UNLET UNITS

- 7.1 Within 10 Working Days following either:

7.1.1 the LPA's acceptance of the Release Fee pursuant to paragraph 5.5.1; or

7.1.2 the date of the Release Fee Decision

and provided that the Developer has not given the LPA written notice withdrawing the relevant Release Application and that the LPA has received the relevant Release Fee in cleared funds the LPA shall at its own cost issue to the Developer a Release Notice for the relevant Unlet Residential Unit.

7.2 Upon the issue by the LPA of a Release Notice the Unlet Residential Unit to which that Release Notice relates shall no longer be bound by the restriction set out in paragraph 3.

8. **RELEASE FEES – AGGREGATE AMOUNT**

8.1 The total aggregate amount payable by the Developer in Deferred Affordable Housing Payments (as defined in Schedule 2) and Release Fees pursuant to this Agreement shall not exceed the amount of the Deferred Affordable Housing Cap (as defined in Schedule 2).

9. **MARKETING**

9.1 Prior to First Occupation of the Residential Units within a Block the Developer shall submit to the LPA the Residential Marketing Information for that Block.

9.2 No Residential Unit within a Block shall be Occupied until the Developer has submitted to the LPA the Residential Marketing Information for that Block.

10. **TITLE RESTRICTION**

10.1 The Developer covenants that no Block shall be Occupied until a restriction in the form below has been entered onto the registered title for the freehold interest in that Block:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without: (a) a certificate signed by The London Legacy Development Corporation of Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ or its solicitor; or (b) a certificate signed by a conveyancer for Stratford City Developments Limited (Company Number 04261851) whose registered office is at 6th Floor Midcity Place, 71 High Holborn, London WC1V 6EA or its successors in title confirming either (i) that that the provisions of paragraph 4 or paragraph 7 of Schedule 3 of an agreement dated *13 February 2018* and made between (1) The London Legacy Development Corporation (2) Stratford City Developments Limited (3) Stratford City Shopping Centre (No.2) Nominee A Limited and Stratford City Shopping Centre (No.2) Nominee B Limited and (4) Capita Trust Company Limited have been complied with or (ii) or that they do not apply to the disposition".

10.2 If a registrable estate is created by an Excepted Disposal, then the Developer shall procure that a restriction, in the form of the restriction at paragraph 10.1 above, is entered on the registered title to that registrable estate at the Land Registry.

10.3 Where a Block or any part thereof is subject to an Excepted Disposal, the Developer covenants that no Residential Units comprised within that Block or part thereof which is subject to the Excepted Disposal shall be Occupied until paragraph 10.2 has been complied with.

11. **PRS MANAGEMENT SCHEME**

11.1 No Residential Unit shall be Occupied until the Developer has submitted to, and had approved by, the LPA the PRS Management Scheme.

11.2 Subject to paragraphs 4.3 and 7.2 the Developer covenants that the Residential Units shall only be Occupied in accordance with the approved PRS Management Scheme.

11.3 The approved PRS Management Scheme may be amended from time to time PROVIDED THAT the LPA has given its prior written approval to any such amendment.

12. **LPA'S USE OF RELEASE FEES**

The LPA shall use any Release Fees it receives towards the provision of Affordable Housing in either its administrative area or within the Council's administrative area.

13. **RELEASE FROM PRS COVENANT**

13.1 If the aggregate of the Deferred Affordable Housing Payments and Release Fees paid by the Developer pursuant to this Agreement reach the amount of the Deferred Affordable Housing Cap (as defined in Schedule 2) the Residential Units shall no longer be bound by the restriction set out in paragraph 3.

13.2 Upon the expiry of the Protected Period for a Residential Unit the restriction in paragraph 3 shall no longer apply to that Residential Unit and upon written request by the Developer the LPA shall provide the Developer with such assistance as is reasonably necessary in order to remove the restriction referred to at paragraph 10.1 from the registered title of the relevant Residential Unit PROVIDED THAT the Developer shall pay the LPA's reasonable professional fees incurred in relation to the provision of such assistance.

SCHEDULE 4

EDUCATION CONTRIBUTION

1. DEFINITIONS

"Education Contribution" means £446,000 (four hundred and forty six thousand pounds) Indexed to be used by the LPA towards providing additional school places at any of the following schools:

- (a) Chobham Academy;
- (b) The Bobby Moore Academy;
- (c) Colegrave Primary School

2. LAND BOUND

This Schedule 4 shall bind the Residential Land only.

3. EDUCATION CONTRIBUTION

Prior to the Occupation of any Residential Unit the Developer shall pay to the LPA the Education Contribution.

SCHEDULE 5

SUSTAINABLE TRANSPORT

1. DEFINITIONS

"Blue Badge Spaces" means the number of blue badge spaces which unless the LPA otherwise agrees is equivalent to 10% of the total number of Residential Units that are permitted by the Reserved Matters approval for Phase 3 and such spaces shall be provided in accordance with this Schedule

"Cycle Docking Station Contribution" means £200,000 (two hundred thousand pounds) Indexed which the LPA shall pay to TfL for TfL to apply towards the expansion of the cycle docking station on Montfichet Road which is shown on the plan attached at Appendix 5

2. LAND BOUND

2.1 Paragraphs 3, 4 and 5 of this Schedule 5 shall bind the entire Site.

2.2 Paragraphs 6 and 7 of this Schedule 5 shall bind the Residential Land.

3. CYCLE DOCKING STATION CONTRIBUTION

On or before the grant of the first Reserved Matters approval pursuant to Condition O1 of the Planning Permission the Developer shall pay to the LPA the Cycle Docking Station Contribution.

4. CAR CLUB AND COMMERCIAL VAN SHARING

4.1 The Developer shall use Reasonable Endeavours to procure at its own cost two car club/van share parking space(s) at the Development and to either:-

4.1.1 provide the two car club/van share parking spaces and demarcate them as "car club/van share parking only"; or

4.1.2 submit a report to the LPA outlining the steps the Developer has taken to satisfy the obligation at paragraph 4.1.1 and giving reasons (which shall be to the LPA's reasonable satisfaction) as to why such provision is not possible.

4.2 If two car club/van share parking spaces are provided pursuant to paragraph 4.1.1 above the Developer shall:-

4.2.1 procure a car club/van share operator to provide two car club/van share vehicles in the parking spaces from First Occupation of Phase 3 and to operate those car club/van share vehicles for the life of the Development commencing on First Occupation of Phase 3; and

4.2.2 provide the first household to Occupy each Residential Unit with free membership for a period of 1 year for the use of the car club/van share vehicles referred to in paragraph 4.2.1.

4.3 If two car club/van share parking spaces are not provided pursuant to paragraph 4.1.1 above the Developer shall provide the first household to Occupy each Residential Unit with free membership for a period of 1 year for the use of a car club/van share scheme in the vicinity of the Development PROVIDED THAT that the Developer shall not be required to pay more than the Car Club Membership Cap for car club membership fees pursuant to paragraphs 4.2.2 and 4.3 of this Schedule and if the Car Club Membership Cap shall be reached before all first household Occupiers have been provided with free membership then the obligation in this Schedule on the Developer to provide free memberships shall not apply in respect of such Occupiers who have not been provided with free membership.

5. **RESTRICTION ON ON-STREET PARKING PERMITS**

5.1 The Developer covenants with the LPA that:-

- 5.1.1 it shall include in each occupational lease for the Residential Units and Commercial Units a covenant on the tenant that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways at any time during the life of the Development unless otherwise agreed by the LPA unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970;
- 5.1.2 each Residential Unit or Commercial Unit shall not be Occupied unless the covenant set out in paragraph 5.1.1 is contained in the lease for that Residential Unit or Commercial Unit;
- 5.1.3 it shall enforce the covenant set out in paragraph 5.1.1 against the tenants of the Residential Units and Commercial Units in the event it is breached;
- 5.1.4 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any of the Residential Units and/or Commercial Units unless a notice has been served on such person and/or company that the covenant set out at paragraph 5.1.1 is contained in the lease and therefore such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway; and
- 5.1.5 prior to the First Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this Schedule and thereafter notify the LPA in writing that such notification has been made.

6. **ELECTRIC CHARGING POINT PROVISION**

6.1 The Developer shall ensure that:-

- 6.1.1 not less than 20% of the residential parking spaces comprised in the Development have electric charging point provision; and
- 6.1.2 not less than an additional 20% of the residential parking spaces comprised in the Development have passive provision.

7. **BLUE BADGE SPACES PROVISION AND PARKING MANAGEMENT AND MONITORING**

7.1 Prior to the Commencement of Phase 3 the Developer shall submit a scheme to be approved by the LPA for the provision and management of the Blue Badge Spaces within the Development and the management plan element must include the following:

- 7.1.1 details as to how the usage of the Blue Badge Spaces will be monitored and reported to the LPA;
- 7.1.2 details as to how Blue Badge Spaces will be allocated and the enforcement measures that will be implemented to ensure the spaces are only used by residents who are holders of a blue badge.

7.2 The scheme approved in accordance with paragraph 7.1 shall thereafter be implemented.

SCHEDULE 6

TRANSPORT

1. DEFINITIONS

- "Commercial Travel Plan"** means a travel plan that relates to a Qualifying Commercial Unit which shall be in accordance with the Westfield Travel Plan and which must contain provisions for the travel plan to be monitored through the Travel Plan Group
- "Qualifying Commercial Unit"** means commercial premises within the Development with an area of 4,645 square metres (Net Internal Area) or more
- "Residential Modal Split Targets"** means the modal split targets identified in the approved Residential Travel Plan
- "Residential Travel Plan"** means the travel plan for the residential uses comprised within the Development which is to be submitted to the LPA for approval pursuant to paragraph 5 of this Schedule and such travel plan may be submitted for individual Blocks or for Phase 3 as a whole
- "Residential Travel Plan Monitoring"** means monitoring of the approved Residential Travel Plan by carrying out the following monitoring of travel to and from the Residential Units by residents and visitors which shall as a minimum include the following:-
- (a) carrying out representative surveys of the modal split of residents and visitors together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;
 - (b) monitoring of the usage of the car parking which is available for use in relation to Phase 3; and
 - (c) monitoring of the usage of cycle parking facilities by residents of, and visitors to, the Residential Units
- "Residential Travel Plan Monitoring Period"** means the period commencing on the date which is six months after the LPA's approval of the Residential Travel Plan until the date which is five years after first Occupation of the final Building in Phase 3 to be Completed
- "Residential Travel Plan Monitoring Report"** means a report setting out the data and information gathered during the Residential Travel Plan Monitoring undertaken during the Residential Travel Plan Review Period and such report shall include:-
- (a) details of trip generation rates;
 - (b) details of mode share and change in mode share over time;
 - (c) details of how effectively the Residential Travel Plan has operated within the previous period;
 - (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets

have been achieved; and

- (e) (where the objectives and/or targets specified in the Residential Travel Plan have not been met) a proposed revision to the Residential Travel Plan for approval by the LPA setting out reasonable additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Residential Travel Plan together with a timetable for implementing such measures

"Residential Travel Plan Review Period" means initially the period of 6 months commencing on the day the Residential Travel Plan is approved by the LPA and thereafter every 2 (two) years on a rolling basis

"Sustainable Transport Measures" means reasonable measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) **PROVIDED THAT** such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010

"Travel Plan Group" means the Stratford Transport Implementation Group established in accordance with Schedule 1 of the section 106 agreement that relates Zone 1 of Stratford City which is dated 18 June 2009 and made between (1) The Olympic Delivery Authority; (2) The Mayor and Burgesses of the London Borough of Newham; (3) The Secretary of State for Transport; (4) London & Continental Railways Limited; (5) Stratford City Developments Limited; and (6) Transport for London

"Travel Plan Monitoring Officer" means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Residential Travel Plan

"Updated Westfield Travel Plan" means an update to the Westfield Travel Plan following the review carried out pursuant to paragraph 3.1 of this Schedule 6

"Westfield Retail Extension" means the extension to Westfield Stratford City permitted by planning permission reference 17/00032/FUL

"Westfield Travel Plan" means the 'Westfield Stratford City Zone 1 Travel Plan' dated 5 July 2011 as amended from time to time

2. LAND BOUND

2.1 Paragraphs 3, 6 and 8.2 of this Schedule 6 shall bind the Commercial Land only.

2.2 Paragraphs 4, 5, 7, 8.1, 9 and 10 of this Schedule 6 shall bind the Residential Land only.

3. REVIEW OF WESTFIELD TRAVEL PLAN

3.1 As soon as reasonably practicable following the Commencement Date the Developer shall review the Westfield Travel Plan to take account of, and include within its remit the following:

3.1.1 Phase 2 of the Development; and

3.1.2 if it has been Commenced and provided that it has not already been included within the Westfield Travel Plan, the Westfield Retail Extension

and shall prior to Commencement of Phase 2 submit to the LPA for approval a draft Updated Westfield Travel Plan.

- 3.2 Unless otherwise agreed by the LPA Phase 2 shall not be Occupied unless the Developer has complied with paragraph 3.1.
- 3.3 The LPA shall within 20 Working Days following receipt of the draft Updated Westfield Travel Plan provide to the Developer either:
- 3.3.1 approval of the draft Updated Westfield Travel Plan; or
- 3.3.2 detailed written reasons for not approving the draft Updated Westfield Travel Plan.
- 3.4 If after 40 Working Days following the LPA's receipt of the draft Updated Westfield Travel Plan the Developer has received no notification or response from the LPA pursuant to paragraph 3.3 Phase 2 may be Occupied and the restriction in paragraph 3.2 shall no longer have effect but the Developer shall continue to seek the LPA's approval of the draft Updated Westfield Travel Plan until it is approved (whether by agreement or by reference to dispute resolution pursuant to Clause 10 of this Agreement).
- 3.5 Where the LPA provides detailed written reasons for not approving the draft Updated Westfield Travel Plan the Developer shall submit a revised draft of the Updated Westfield Travel plan to the LPA for approval having taken into account the reasons for refusal given by the LPA and the provisions of paragraphs 3.3 and 3.4 shall apply in respect of the revised draft of the Updated Westfield Travel Plan.

4. RESIDENTIAL TRAVEL PLAN MONITORING OFFICER

- 4.1 No later than six months prior to First Occupation of Phase 3 the Developer shall appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.
- 4.2 The Phase 3 shall not be Occupied unless the Developer has complied with paragraph 4.1.

5. SUBMISSION AND APPROVAL OF RESIDENTIAL TRAVEL PLAN

- 5.1 Prior to First Occupation of the Residential Units the Developer shall submit and obtain the LPA's approval to a Residential Travel Plan.
- 5.2 Unless otherwise agreed by the LPA the Residential Units shall not be Occupied unless the Developer has complied with paragraph 5.1.
- 5.3 The LPA shall within 20 Working Days following receipt of the Residential Travel Plan provide to the Developer either:
- 5.3.1 approval of the Residential Travel Plan; or
- 5.3.2 detailed written reasons for not approving the Residential Travel Plan.
- 5.4 If after 40 Working Days following the LPA's receipt of the Residential Travel Plan the Developer has received no notification or response from the LPA pursuant to paragraph 5.3 the Residential Units may be Occupied and the restriction in paragraph 5.2 shall no longer have effect but the Developer shall continue to seek the LPA's approval of the Residential Travel Plan until it is approved (whether by agreement or by reference to dispute resolution pursuant to Clause 10 of this Agreement).
- 5.5 Where the LPA provides detailed written reasons for not approving the Residential Travel Plan the Developer shall submit a revised Residential Travel plan to the LPA for approval having taken into account the reasons for refusal given by the LPA and the provisions of paragraphs 5.3 and 5.4 shall apply in respect of the revised Residential Travel Plan.

6. SUBMISSION AND APPROVAL OF COMMERCIAL TRAVEL PLAN

- 6.1 Prior to First Occupation of any Qualifying Commercial Unit the Developer shall submit and obtain the LPA's approval to a Commercial Travel Plan.
- 6.2 Unless otherwise agreed by the LPA each Qualifying Commercial Unit shall not be Occupied unless the Developer has complied with paragraph 6.1.
- 6.3 The LPA shall within 20 Working Days following receipt of a Commercial Travel Plan provide to the Developer either:
- 6.3.1 approval of the Commercial Travel Plan; or
 - 6.3.2 detailed written reasons for not approving the Commercial Travel Plan.
- 6.4 If after 40 Working Days following the LPA's receipt of the Commercial Travel Plan the Developer has received no notification or response from the LPA pursuant to paragraph 6.3 the relevant Qualifying Commercial Unit may be Occupied and the restriction in paragraph 6.2 shall no longer have effect but the Developer shall continue to seek the LPA's approval of the Commercial Travel Plan until it is approved (whether by agreement or by reference to dispute resolution pursuant to Clause 10 of this Agreement).
- 6.5 Where the LPA provides detailed written reasons for not approving the Commercial Travel Plan the Developer shall submit a revised Commercial Travel plan to the LPA for approval having taken into account the reasons for refusal given by the LPA and the provisions of paragraphs 6.3 and 6.4 shall apply in respect of the revised Commercial Travel Plan.

7. CONTENT OF RESIDENTIAL TRAVEL PLAN

- 7.1 The Residential Travel Plan shall each contain separate reasonable measures, commitments, targets and plans for the residential uses respectively authorised by the Planning Permission.
- 7.2 The Residential Travel Plan that is to be submitted to the LPA pursuant to the provisions of this Schedule 6 shall unless otherwise agreed with the LPA:-
- 7.2.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Residential Travel Plan;
 - 7.2.2 contain modal split targets;
 - 7.2.3 contain commitments to measures, including investigation of potential additional measures;
 - 7.2.4 set out a process for review, consultation and approval of changes (and specifically targets) with the LPA;
 - 7.2.5 have obtained a 'Passed' score in the online assessment tool 'ATTRBUTE';
 - 7.2.6 contain measures aimed at:-
 - (a) positively influencing the travel behaviour of residents of the Development and their visitors by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking at the Development;
 - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use

and set out measures for providing additional cycle parking spaces should further demand arise; and

- (c) setting out how monitoring travel surveys will be undertaken which cover all residents of the Development.

8. IMPLEMENTATION OF TRAVEL PLANS

- 8.1 The Developer shall implement the approved Residential Travel Plan during the life of the Development.
- 8.2 The Developer shall in respect of any proposed letting of a Qualifying Commercial Unit use Reasonable Endeavours to include in the lease or licence for that Qualifying Commercial Unit a covenant on the part of the tenant or licensee which requires the tenant or licensee of such Qualifying Commercial Unit to comply with the relevant approved Commercial Travel Plan which relates to that Qualifying Commercial Unit.

9. RESIDENTIAL TRAVEL PLAN MONITORING

- 9.1 In order to monitor the effectiveness of the Residential Travel Plan the Developer shall during the Residential Travel Plan Monitoring Period carry out the Residential Travel Plan Monitoring.
- 9.2 During the Residential Travel Plan Monitoring Period the Developer shall prepare and submit to the LPA for approval a Residential Travel Plan Monitoring Report by not later than 42 days after the end of each Residential Travel Plan Review Period.
- 9.3 Prior to the submission of a report referred to in paragraph 9.2 the Developer shall agree the structure of that report with the LPA.
- 9.4 If any Residential Travel Plan Monitoring Report includes a revised Residential Travel Plan for approval by the LPA the Developer shall implement the revised Residential Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

10. RESIDENTIAL MODAL SPLIT TARGETS

- 10.1 If any Residential Travel Plan Monitoring Report ("**First Residential Monitoring Report**") shows that any of the Residential Modal Split Targets in the Residential Travel Plan have not been achieved the Developer shall in the First Residential Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Residential Modal Split Targets in the Residential Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.
- 10.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Residential Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 10.3 If the next Residential Travel Plan Monitoring Report immediately following the First Residential Monitoring Report shows that any of the relevant Residential Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 10.1 and 10.2 of this Schedule throughout the Residential Travel Plan Monitoring Period until the Residential Modal Split Targets are achieved.

SCHEDULE 7

EMPLOYMENT AND TRAINING

1. DEFINITIONS

- "Growth Boroughs"** means the London Borough of Newham PROVIDED THAT if the Developer is unable to fully perform any of its obligations in this Schedule 7 in respect of persons living in and businesses located in the London Borough of Newham then the reference to Growth Boroughs shall also be taken to include the London Boroughs of Hackney, Tower Hamlets and Waltham Forest
- "Legacy Communities Scheme Careers Programme Group"** means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
- "Local Labour and Business Schemes"** means the following schemes:-
- (a) in the LPA's Area - the Legacy Communities Scheme Careers Programme Group; and
 - (b) in the London Borough of Newham – the scheme known as "Workplace"
- and such other similar local labour and business schemes in the Growth Boroughs as may be agreed from time to time between the Developer and the LPA
- "London Living Wage"** means the minimum amount (currently £9.75 (nine pounds and seventy five pence)) of pay per hour that all workers in London should receive, as published from time to time by the Living Wage Foundation
- "Retail Academy"** means the retail training academy at Westfield Stratford City known as 'Workplace'
- "Retail Academy Contribution"** means the sum of £50,000 (fifty thousand pounds) Indexed to be applied towards the funding of training initiatives at the Retail Academy related to the retail units located within Phase 2

2. LOCAL LABOUR AND LOCAL BUSINESS

- 2.1 The Developer shall to the extent that it is not prevented from doing so by any rule of law whether domestic or international use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that:-
- 2.1.1 all job vacancies arising from the Development will be notified to, and advertised in, the Local Labour and Business Schemes;
 - 2.1.2 the recruitment of persons living in the Growth Boroughs accounts for at least 28% of the construction jobs arising from the Development;
 - 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for at least 50% of the end-use jobs at the Development;

- 2.1.4 employees employed at the Development in construction jobs are paid at least the London Living Wage;
 - 2.1.5 employees employed in all end use jobs at the Development are paid the London Living Wage; and
 - 2.1.6 work-based learning opportunities are provided at the Development, including not less than 30 (thirty) apprenticeship opportunities.
- 2.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:-
- 2.2.1 use Reasonable Endeavours to ensure that businesses located in the Growth Boroughs benefit directly from the commercial opportunities arising from the Development; and
 - 2.2.2 use Reasonable Endeavours to ensure that at least 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Growth Boroughs.

3. **RETAIL TRAINING SCHEME**

- 3.1 Prior to opening for trade of the new retail units within Phase 2 the Developer shall use Reasonable Endeavours to:
- 3.1.1 promote with the Occupiers of the retail units within Phase 2 training opportunities for employees of the retail units at the Retail Academy; and
 - 3.1.2 engage with the Retail Academy and other local training providers to identify potential training opportunities relating to the retail units within Phase 2 for residents within the Growth Boroughs.

4. **RETAIL ACADEMY CONTRIBUTION**

Prior to Occupation of Phase 2 the Developer shall pay to the LPA the Retail Academy Contribution.

SCHEDULE 8

SUSTAINABILITY

1. DEFINITIONS

- "District Energy Network" means the Olympic Park district energy network
- "Price Per Carbon Tonne" means £60 (Indexed from the date of the SPD) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions
- "SPD" means the Carbon Offset Local Plan Supplementary Planning Document dated August 2016

2. DISTRICT HEATING NETWORK

2.1 Prior to the Commencement of Phase 2 the Developer shall:-

2.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter prior to Occupation of each Building connect such Building to the District Energy Network; and

2.1.2 provide a written report to the LPA prior to the Commencement of Phase 2 outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the extension and connection.

2.2 If the report submitted pursuant to paragraph 2.1.2 states that the Developer has been unable to satisfy the obligation set out in paragraph 2.1.1 the Developer shall enter into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the LPA towards identified offset solutions, such contribution having been calculated by reference to the Price Per Carbon Tonne and the tonnage of residual CO₂ emissions to be off set as a result of the Buildings not being connected to the District Energy Network.

2.3 No Development shall be Commenced until:-

2.3.1 the report submitted pursuant to paragraph 2.1.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to the District Energy Network; or

2.3.2 the Developer has agreed the terms of and entered into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the LPA towards identified offset solutions, such contribution having been calculated by reference the Price Per Carbon Tonne and the tonnage of residual CO₂ emissions to be off set as a result of the Buildings not being connected to the District Energy Network.

2.4 The Developer covenants that no Building shall be Occupied unless and until:-

2.4.1 it is connected to the District Energy Network; or

2.4.2 the obligation referred to in paragraph 2.3.2 has been satisfied by the Developer.

3. REDUCTION OF ENERGY DEMAND

3.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):-

3.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

3.1.2 the promotion of the use of energy efficient appliances; and

- 3.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 9

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment
- "Alternative Architect"** means any of the following architectural practices:
- (a) John McAslan & Partners; or
 - (b) such other architectural practice of a similar calibre and reputation to those listed above and which is approved in writing by the LPA
- "Architect"** means Glenn Howells Architects
- "Design Monitoring Costs"** means the monies paid in accordance with paragraph 3.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
- "Design Team Process"** means the process set out in Appendix 6
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 The Developer covenants that none of the following applications shall be submitted unless accompanied by a statement confirming that they have been prepared in accordance with the Design Team Process:-
- 2.1.1 an application pursuant to Conditions A8 and A9 of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment;

3. DESIGN MONITORING COSTS

- 3.1 If at any point the Architect is not retained to undertake the tasks specified in the Design Team Process the Developer shall forthwith notify the LPA of such non-retention and either:
- 3.1.1 confirm the name of the Alternative Architect who has been appointed to undertake the tasks specified in the Design Team Process; or
 - 3.1.2 in the event that an Alternative Architect is not confirmed as appointed pursuant to paragraph 3.1.1 the Developer shall pay to the LPA within 10 Working Days of demand the Design Monitoring Costs which the LPA has incurred in itself undertaking the tasks specified in the Design Team Process and it is agreed that:-
 - (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
 - (b) the LPA may make more than one demand for payment of Design Monitoring Costs;

- (c) prior to the LPA incurring Design Monitoring Costs it shall provide to the Developer details of the anticipated workstreams to be undertaken and an estimate of the costs; and
- (d) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a break-down of work undertaken setting out how the amount has been incurred

PROVIDED THAT the total amount payable by the Developer to the LPA in Design Monitoring Costs shall not exceed £250,000 (Indexed).

SCHEDULE 10

ESTATE MANAGEMENT

1. DEFINITIONS

"Common Areas"	means:-
	(a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within Phase 3 which are not intended to be adopted by the local highways authority pursuant to its powers under the 1980 Act; and
	(b) all areas within the Phase 3 which are used in common by Occupiers and users of such Buildings including the Play Areas
	which are indicatively identified as 'Common Areas' on the plans attached at Appendix 9 as well as Cherry Park Lane, Cherry Park Square and the Play Areas (all of which are defined in Schedule 11)
"Estate Management Strategy"	means the management strategy for Phase 3 submitted and approved pursuant to paragraphs 3.1 and 3.2 below
"Play Areas"	has the meaning ascribed to it in Schedule 11
"Phase 3 PAOS"	has the meaning ascribed to it in Schedule 11
"Stadium Event Days"	means any day when an Event or Sports Event is taking place at the London Stadium and those expressions shall have the meaning given to them in definitions section of the decision notice for planning permission reference 12/00066/FUM dated 12 August 2013
"SUDS Infrastructure"	means any sustainable urban drainage system comprised within the Development

2. LAND BOUND

This Schedule 10 binds the Residential Land only.

3. ESTATE MANAGEMENT STRATEGY

3.1 Phase 3 shall not be Occupied until the Developer has submitted an Estate Management Strategy to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following:-

- 3.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:-
- (a) the Common Areas (including the Play Areas);
 - (b) the Phase 3 PAOS; and
 - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)

including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage;

- 3.1.2 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission; and
 - 3.1.3 measures to ensure safe access into and through the Phase 3 PAOS during Stadium Event Days subject to the provisions of Schedule 11.
- 3.2 The Developer covenants that no part of Phase 3 shall be Occupied before the Estate Management Strategy has been approved by the LPA.
- 3.3 The LPA shall within 20 Working Days following receipt of the Estate Management Strategy provide to the Developer either:
- 3.3.1 approval of the Estate Management Strategy; or
 - 3.3.2 detailed written reasons for not approving the Estate Management Strategy.
- 3.4 If after 40 Working Days following the LPA's receipt of the Estate Management Strategy the Developer has received no notification or response from the LPA pursuant to paragraph 3.3 Phase 3 may be Occupied and the restriction in paragraph 3.2 shall no longer have effect but the Developer shall continue to seek the LPA's approval of the Estate Management Strategy until it is approved (whether by agreement or by reference to dispute resolution pursuant to Clause 10 of this Agreement).
- 3.5 Where the LPA provides detailed written reasons for not approving the Estate Management Strategy the Developer shall submit a revised Estate Management Strategy to the LPA for approval having taken into account the reasons for refusal given by the LPA and the provisions of paragraphs 3.3 and 3.4 shall apply in respect of the revised Estate Management Strategy.
- 3.6 The approved Estate Management Strategy shall be implemented by the Developer from the date on which Phase 3 is Occupied and thereafter during the life of the Development.

SCHEDULE 11

PUBLIC OPEN SPACE AND PLAY SPACE

1. DEFINITIONS

"Additional Zone 1 Access Route" the area shown coloured light purple on the plan attached at Appendix 13

"Additional Zone 1 Access Route Permitted Closures" means temporary closure of any area of the Additional Zone 1 Access Route (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Additional Zone 1 Access Route in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the Additional Zone 1 Access Route;
- (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on land adjoining the Additional Zone 1 Access Route (including the erection of scaffolding);
- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (e) where spectators are ingressing to or egressing from the Queen Elizabeth Olympic Park in order to attend or having attended the following events temporary closures are permitted as follows:
 - a. for events with a Lawful Spectator Capacity of over 25,000 the temporary closure shall be permitted to commence no more than one hour preceding the start time of the relevant event and shall end on the later of:
 - i. the point at which TfL (operators) at Stratford station confirm that station operation returns to normal after an event in the QEOP; and
 - ii. one and a half hours after the end of the relevant event;
 - b. for events with a Lawful Spectator Capacity of less than 25,000 where SAG has agreed to the temporary closure;

- (f) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained

"Cherry Park Lane"

the public access route to be provided within the area shown pale green and identified as 'Cherry Park Lane' on the plan attached at Appendix 10 PROVIDED THAT such public access route shall be no less than 4 metres wide

"Cherry Park Square"

the open space shown to be provided within the area shown coloured orange on the plan attached at Appendix 11 PROVIDED THAT such public space shall be no less than 2,200 square metres

"Delivery Plan"

means a plan for the delivery and layout of the Phase 3 PAOS and the Play Areas which shall contain at least the following information:-

- (a) the specification of the Phase 3 PAOS which shall include at least the following:
- (i) details of the signage both the permanent signage and the temporary signage to be installed during Permitted Closures;
 - (ii) details of the lighting to be installed
- (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is approved by the LPA);
- (c) the proposed sequence for the construction and the delivery of the Phase 3 PAOS and the Play Space; and
- (d) an explanation of how the Phase 3 PAOS will remain open to residents of the Development during QEOP Event Permitted Closures

"Event Management Plan"

means the event management plan that is required to be prepared and submitted pursuant to condition OST.108 of planning permission reference 12/00066/FUM dated 12 August 2013

"Lawful Spectator Capacity"

means the maximum spectator capacity for an event at the Queen Elizabeth Olympic Park as permitted by law or a requirement of a competent authority

"Permitted Closures"

means temporary closure of any area of Phase 3 PAOS (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;

- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Phase 3 PAOS in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the Phase 3 PAOS;
- (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding);
- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (e) temporary closure with the prior approval of the LPA where the LPA is satisfied such temporary closure is necessary in the interests of public safety **PROVIDED THAT** the Developer must request such a temporary closure in writing and must give the LPA not less than 20 Working Days notice of the date on which the intended temporary closure is to take place and **PROVIDED FURTHER THAT** such temporary closure does not create a risk to public safety outside of the Phase 3 PAOS and that the temporary closure has been agreed as part of the relevant Event Management Plan;
- (f) QEOP Permitted Closures; and
- (g) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained

PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence

"Phase 3 PAOS"

means areas of publicly accessible open space comprising Cherry Park Lane and Cherry Park Square

"Play Areas"

means the areas within Phase 3 shown indicatively shaded yellow and identified as 'Indicative Play Space' on the plan attached at Appendix 12

"QEOP Permitted Closures"

means temporary closure of the access onto Cherry Park Lane from Westfield Avenue shown marked with an 'X' on the plan attached at Appendix 14 in the following circumstances where spectators are ingressing to or egressing from the Queen Elizabeth Olympic Park in order to attend or having attended the following events:

- (a) events with a Lawful Spectator Capacity of over

25,000;

- (b) events with a Lawful Spectator Capacity of less than 25,000 where SAG has agreed to the temporary closure; and
- (c) events with a Lawful Spectator Capacity of less than 25,000 where egress from the event will take place after 10pm

"Queen Elizabeth Olympic Park" means the Queen Elizabeth Olympic Park shown edged red on the plan attached at Appendix 15

"SAG" means the Stadium Advisory Group which is operated in accordance with terms of reference adopted on 29 July 2015 to manage spectator/crowd safety for events in the Queen Elizabeth Olympic Park

"Zone 1 Additional Access Rights S106 Agreement" means a deed entered into pursuant to section 106 of the 1990 Act pursuant to which the Developer covenants to the LPA to permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Additional Zone 1 Access Route subject to the Additional Zone 1 Access Route Permitted Closures and subject to the presence of all existing street furniture or other structures located on the Additional Zone 1 Access Route as at the date of this Agreement or such additional or replacement street furniture or structures which may be installed in the future pursuant to a planning permission granted by the LPA or the Secretary of State on appeal and such deed may be given on a unilateral basis provided that the LPA has given written approval to its form and content prior to its completion

2. **LAND BOUND**

This Schedule 11 shall bind the Residential Land only.

3. **DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**

3.1 The Developer shall not Commence Phase 3 until the Delivery Plan has been submitted to and approved by the LPA.

3.2 The Phase 3 PAOS and Play Areas shall be carried out and delivered by the Developer in accordance with the approved Delivery Plan.

4. **PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE**

4.1 Subject to paragraph 4.2 from the date of Completion of each part of the Phase 3 PAOS the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Phase 3 PAOS at all times free of charge **SUBJECT TO:-**

4.1.1 Permitted Closures;

4.1.2 any lawful requirements of the police or any other competent authority;

4.1.3 public rights being in common with the Developer and the Developer's tenants and occupiers of any part of the Development;

4.1.4 the right for the Developer to remove from the Phase 3 PAOS any persons engaging in crime or disorderly behaviour and if necessary temporarily close the Phase 3 PAOS where such closure is reasonably required to enable the Developer to address any incidents involving crime or disorderly behaviour; and

4.1.5 the closure of Cherry Park Square as follows:

MONTH	PERIOD DURING WHICH CHERRY PARK SQUARE MAY BE CLOSED
January	4.30pm until 7.30am the next day
February	5.30pm until 7.30am the next day
March	6.30pm until 7.30am the next day
April	8.30pm until 7.30am the next day
May	9.30pm until 7.30am the next day
June	9.30pm until 7.30am the next day
July	9.30pm until 7.30am the next day
August	8.30pm until 7.30am the next day
September	7.30pm until 7.30am the next day
October	6.30pm until 7.30am the next day
November	4.30pm until 7.30am the next day
December	4.30pm until 7.30am the next day

4.2 The closures permitted by paragraph 4.1 are subject to the following conditions:

4.2.1 save in an emergency, where there is a Permitted Closure, the Developer will ensure that there is adequate personnel and/or signage in place at the entrance of Cherry Park Lane from Stratford City advising the public that there is no access through Cherry Park Lane to the Queen Elizabeth Olympic Park in accordance with details that have been previously approved by LPA PROVIDED THAT:

- (a) the Developer shall submit to the LPA for approval the details required pursuant to paragraph 4.2.1 not less than 10 Working Days before the date of the intended Permitted Closure;
- (b) the personnel and/or signage required pursuant to paragraph 4.2.1 shall be provided in accordance with the details approved by the LPA and at the Developer's cost.

4.2.2 residents of the Development shall be permitted continuous access over the Phase 3 PAOS at all times free of charge notwithstanding any Permitted Closure; and

4.2.3 the Developer shall minimise the duration of any Permitted Closure.

4.3 Subject to paragraph 4.1 the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or

restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Phase 3 PAOS except in accordance with the Delivery Plan.

5. **MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**

The Developer shall manage and maintain the Phase 3 PAOS and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 10.

6. **ZONE 1 ADDITIONAL ACCESS RIGHTS**

Unless otherwise agreed in writing by the LPA the Developer shall not Occupy Phase 3 until the Zone 1 Additional Access Rights S106 Agreement has been entered into.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

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

)
)
)




.....
Authorised Signatory

EXECUTED as a Deed (but not delivered until dated) by **STRATFORD CITY DEVELOPMENTS LIMITED** acting by:-

)
)
)
)
)
Director 

Director/Secretary 

EXECUTED as a Deed (but not delivered until dated) by **STRATFORD CITY SHOPPING CENTRE (NO.2) NOMINEE A LIMITED** acting by:-

)
)
)
)
)
Director 

Director/Secretary 

EXECUTED as a Deed)
(but not delivered until dated) by)
STRATFORD CITY SHOPPING CENTRE (NO.2))
NOMINEE B LIMITED)
acting by:-)

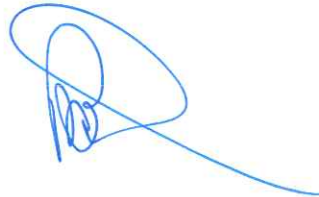
Director



Director/Secretary



EXECUTED as a Deed)
(but not delivered until dated) by)
LINK CORPORATE TRUSTEES (UK) LIMITED)
acting by its duly authorised attorney:-)



Peter David Malcolm

In the presence of:

.....
Signature of witness



.....
Name of witness

Lorraine Smith
Senior Administrator
Link Corporate Trustees (UK) Limited
6th Floor
65 Gresham Street
London
EC2V 7NQ

APPENDIX 1
PLAN OF THE SITE

Dimensions to be verified on site.
 Use figured dimensions only. Do not work from reduced scale drawings.
 Please refer to scale and sheet size as indicated.

This drawing is the property of WESTFIELD EUROPE LTD.
 Copyright is reserved by them and the drawing is issued on the condition that it is not copied,
 reproduced, retained or disclosed to any unauthorised person without the prior consent in writing
 of Westfield Europe Ltd.

DO NOT SCALE



Site definition plan
 1 : 500

[Handwritten signatures in black and blue ink]

Rev	Date	Description	Dwn	Ckd
P00		First Issue		

Consultant

PRP prp-co.uk
 London
 020 7653 1200

Client

Westfield EUROPE LTD

WESTFIELD EUROPE LTD
 Midcity Place, 8th Floor, 71 High Holborn, London, WC1V 6EA
 Telephone +44 (0)20 7061 1400 Facsimile +44 (0)20 7061 1825

Client
WESTFIELD EUROPE LIMITED

Project Title
Cherry Park

Drawing Title
**Site wide plan
 Above ground
 Definition of Site**

Project Number
CP Status
S0

Drawn by
ppp Checked by
sc

Scale @ A1
 1 : 500 Sheet Created Date
 25-05-2017

CP-PRP-ZA-LL-DR-A-07101 **P00**

Purpose of Issue

APPENDIX 2
DRAFT PLANNING PERMISSION

HYBRID APPLICATION APPROVAL

**Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2015**

Please see notes at the end of this notice

Applicant	Agent
Stratford City Developments Ltd	Chris Gascoigne DP9 100, Pall Mall London SW1Y 5NQ

Part I - Particulars of Application

Date of Application: 03-Aug-2015 Application No: 15/00358/OUT

Proposal: 'Hybrid' planning application for the comprehensive mixed use redevelopment of the site known as 'Cherry Park' comprising:

- 1) Full planning application for the development of a 10,902 sqm (GEA) Class A1 retail anchor store as an extension to Westfield Stratford City (of which 1,814 sqm GEA is existing), with associated basement retail servicing and plant; and
- 2) An outline planning application with all matters reserved for residential floorspace of up to 105,000 sqm GEA (Class C3 (up to 1,224 residential units)), commercial floorspace of up to 3,300 sqm GEA (for use as either Class B1/A3/D1); along with landscaped public realm; associated ancillary residential amenity space and a basement housing up to 150 residential Car Parking spaces, up to 1,959 cycle parking spaces, residential servicing, plant and storage, and all other necessary enabling works.

Location: Cherry Park, Westfield Avenue/Montfichet Road, Zone 1 Stratford City Stratford London

Part II - Particulars of Decision

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:

DEFINITIONS

"Phase of the Development" means any of Phase 1, Phase 2 or Phase 3 as defined.

"Phase 1" of the Development means the basement excavation works and sheet and secant piling and other preparatory sub ground works only across the site.

"Phase 2" of the Development means the A1 retail element for which full planning consent is granted by this permission

"Phase 3" of the Development means the mixed use residential, commercial, ancillary floorspace and landscaped public realm with ancillary parking and servicing for which outline planning consent is granted by this permission

The following conditions are applicable to the full planning consent only:

Time limit - Full

- D 1.** The development hereby permitted (hereinafter referred to as the "Development") shall be commenced (meaning initiated as defined in section 56(4) of the Town and Country Planning Act 1990, hereinafter referred to as "Commenced") before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 (as amended).

The following conditions are applicable to the outline planning consent only:

Time limit - Outline

- O 1.** Details of the access, appearance, landscaping, layout and scale, (hereinafter referred to as "the Reserved Matters") for development within Phase 3 shall be submitted to and approved in writing by the Local Planning Authority within five years of the date of this permission. The development within Phase 3 hereby permitted shall be commenced (meaning initiated as defined in section 56(4) of the Town and Country Planning Act 1990, hereinafter referred to as "Commenced") no later than the expiration of two years from the date of the approval of the last of the Reserved Matters.

Reason: In accordance with Section 92 of the Town and Country Planning Act 1990 (as amended).

Reserved Matters – Phasing

- O 2.** No applications for Reserved Matters approval shall be submitted in respect of Phase 3 of the Development until details of the following have been submitted to and approved in writing by the Local Planning Authority and the Development shall be undertaken in accordance with the approved details:
- a. The phasing for the construction and occupation of the buildings within all building plots within Phase 3;
 - b. The mix, tenure, quantum and location of accommodation to be provided;
 - c. The area, location and programme for construction of public open space, public realm and landscaping to be provided within the building plots within Phase 3.

The following conditions are applicable to both the outline and full planning consents:

CONDITIONS REQUIRING APPROVAL PRE-COMMENCEMENT OF DEVELOPMENT

CONSTRUCTION

Code of Construction Practice

A 1. The Development shall not be commenced within any Phase of the approved scheme until a Code of Construction Practice (CoCP) has been submitted to and approved by the Local Planning Authority for that Phase. An updated version of the CoCP for each phase to reflect any changes in policy or best practice guidance shall be submitted to the Local Planning Authority for approval no less frequently than once every three years. The CoCP shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The CoCP shall include proposals for the following:

- a. Safeguarding of buried services
- b. Location and height of any proposed spoil stockpiles
- c. Construction dust assessment in accordance with "The Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance" (2014).
- d. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development uses best practicable means to minimise adverse environmental impact in accordance with London Plan policies 5.18, 7.14, 7.15 and Local Plan Policy BN11.

Pre-commencement justification:

Submission required prior to commencement to enable that the Local Planning Authority ensure that the impact of the construction is appropriately mitigated.

Construction Transport Management Plan

A 2. The Development shall not be Commenced until a construction transport management plan (CTMP) has been prepared in consultation with the Local Planning Authority, local highway authorities, Network Rail, Transport for London and the emergency services and such CTMP has been submitted to and approved in writing by the Local Planning Authority. An updated version of the CTMP reflecting any changes and details of the Development known at the time and any updated policy or best practice guidance shall be submitted to the Local Planning Authority for approval in consultation with the agencies referred to above no less frequently than once every three years. The objectives of the CTMP shall be to:

- minimise the level of road based construction traffic through the promotion of sustainable transport options, where feasible
- minimise the impact of road based construction traffic by identifying clear controls on routes for large goods vehicles, vehicle types, vehicle quality and hours of site operation;
- identify highway works required to accommodate construction traffic;
- minimise the number of private car trips to and from the site (both workforce and visitors) by encouraging alternative modes of transport and identifying control mechanisms for car use and parking; and
- assess the need for improvements to the public transport network to accommodate the additional number of trips associated with construction site activity.

The CTMP shall include as a minimum the following information:

- the arrangements for liaison with the relevant highway authorities, emergency services and rail infrastructure providers;
- the method for applying for approvals for off site highway works;
- road closures implementation and management
- the provision of rail facilities for the movement of construction materials where feasible, taking into account material loads suitable for movement by rail and logistical and other

- requirements (such as statutory consultee requirements) to facilitate the movement of materials by rail;
- direction signing to worksites;
 - emergency access protocols and internal road naming conventions;
 - workforce distribution, mode share and assignment, to include proposals for transport provision for movement of construction workforce;
 - rail station capacities and rail line blockades which may require alternative workforce travel arrangements;
 - designated routes for large goods vehicles and dealing with abnormal loads;
 - highway enabling schemes for access to and from the construction sites;
 - position and operation of cranes / mobile elevating work platforms
 - off site parking issues;
 - Control of and limits on parking spaces site wide for construction workers' motor cars and vans used to travel to the site, but to which access is not otherwise required when the vehicle is on the site;
 - provision for walking and cycling;
 - lorry holding areas;
 - driver standards and enforcement within the construction sites and on the highway;
 - monitoring;
 - dealing with complaints and community liaison; and
 - guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts and minimise inconvenience arising through inconsiderate parking and in accordance with London Plan policies 6.14, 7.26 and Local Plan Policies T4 and BN11.

Pre-commencement justification:

Submission required prior to commencement to enable that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

Construction waste: reuse and recycling

A 3. The Development shall not be commenced within any phase of the approved scheme until a statement has been submitted to and approved in writing by the Local Planning Authority for that phase which shall set out how the Development will seek to achieve the following:

1. A 95% reduction in total construction, demolition and excavation waste sent to landfill by way of reuse, recycling and recovery and zero construction, demolition and excavation waste to landfill by 2020;
2. Not less than 90% of waste, by weight, arising from demolition works shall be re-used or recycled;
3. Not less than 20% of construction materials, by value shall be from a reused, recycled source or certified/accredited sustainable source;
4. Not less than 25% of aggregate, by weight, used in the permanent works shall be from a recycled source;

In the event that the statement concludes that the percentage requirements set out above will not be achieved, the statement shall set out the reasons why they cannot be achieved and propose alternative targets for approval.

The Development shall be carried out in accordance with the approved statement.

Reason: To minimise waste generated by the construction of the Development and ensure that high standards of sustainability are achieved in accordance with London Plan policy 5.18 and Local Plan Policies T4 and S6.

Pre-commencement justification:

Submission required prior to commencement to enable that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

CONTAMINATION

Contamination

A 4. The Development shall not be commenced until details of the following have been submitted to and approved by the Local Planning Authority:

1. an additional ground investigation scheme and following that;
2. an updated site investigation and risk assessment report, incorporating both the previous and additional ground investigations and detailed assessment of the risk to all receptors that may be affected, including those off-site;
3. An options appraisal and remediation strategy, including a detailed scheme for remedial works required and methodology for the undertaking of those works;
4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the approved scheme for remedial works are complete and identifying any requirement for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action;

The development shall be carried out in accordance with all approved strategies and remediation schemes including arrangements for monitoring and contingency action.

Pre-commencement justification:

Submission required prior to commencement to enable the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

Foundations and Piling

A 5. The development shall not be commenced until details of the foundations are submitted to and approved by the local planning authority. The details shall include as a minimum:

1. a method statement for any piling;
2. the means by which previously installed remediation measures, including in particular and without limitation the Human Health Protection Layer, are to be safeguarded and the integrity maintained;
3. a gas/vapour assessment to identify any measures necessary to prevent ingress of gaseous contaminants into that building or structure or the contamination of controlled waters; and
4. demonstration that there is no resultant unacceptable risk to groundwater or increase in the risk of near-surface pollutants migrating into deeper geological formations and aquifers

The above details shall be submitted to and approved by the Local Planning Authority. The approved details shall thereafter be implemented during the construction of the Development (or relevant part thereof).

Reason: To avoid risk to human health or contamination of controlled waters in accordance with London Plan policy 5.21 and Local Plan Policy BN13.

CONDITIONS REQUIRING APPROVAL PRE-COMMENCEMENT OF RELEVANT WORKS –

CONTAMINATION, REMEDIATION AND NOISE

Impact piling

- A 6.** No impact piling shall take place unless it has the prior written approval of the Local Planning Authority and takes place in accordance with the terms of any such approval, or in accordance with a consent issued under s61 of the Control of Pollution Act 1974.

Reason: To avoid, wherever possible, unnecessary noise from piling and the unacceptable impact on neighbouring amenity.

Sound insulation and noise mitigation details - Residential

- A 7.** Prior to the installation of acoustic insulation measures for the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of **BS8233 2014**: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard. The residential units hereby permitted shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

Reason: To ensure an adequate standard of residential amenity.

DESIGN AND MATERIALS

Detailed drawings

- A 8.** Prior to the commencement of the relevant part of works within Phase 2 and for any plot within Phase 3 the following detailed drawings including sections (at a scale to be agreed with the Local Planning Authority) within the respective Phase or Plot shall have been submitted to and approved in writing by the Local Planning Authority:
- principal features on the facades;
 - parapets;
 - roof edges;
 - junctions with the existing building; and
 - heads, sills and jambs of all openings,

The development shall not be carried out otherwise than in accordance with any such approval given.

The submission of detailed drawings for development within Phase 3 may be submitted and discharged on a Plot basis to allow works to commence in accordance with the programme of phasing of plots approved pursuant to condition O 2. All design details and materials shall be in accordance with the approved Design Code unless agreed otherwise in writing with the Local Planning Authority.

Reason: In order to ensure a high quality of design and detailing.

Material samples

- A 9.** Prior to the commencement of the relevant part of works within Phase 2 or any plot within Phase 3 material samples and sample-panels of all external facing materials (including any hard landscaping materials, mortar and bond) to be used in the construction of the external surfaces of those buildings within the respective Phase or Plot have been submitted to and approved in writing by the Local Planning Authority.

The development shall not be carried out otherwise than in accordance with any such approval given.

The submission of material details for development within Phase 3 may be submitted and discharged on a Plot basis to allow works to commence in accordance with the programme of phasing of plots approved pursuant to condition O 2. The development shall be carried out in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the development.

Temporary highway access

- A 10.** Before any new temporary vehicular access to a highway is brought into use, details of that access shall be submitted to and approved by the Local Planning Authority. The relevant temporary access shall only be provided and used in accordance with the approved details.

Reason: To ensure highway safety and the amenity of local residents in accordance with Local Plan Policy T4.

BREEAM

- A 11.** Before any fit out works to each of the non-residential premises hereby permitted begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating) to achieve a minimum 'Very Good' rating shall be submitted to and approved in writing by the Local Planning Authority and the Development shall not be carried out otherwise than in accordance with any such approval given.

Reason: To ensure that high standards of sustainability are achieved.

Refuse storage - details to be submitted

- A 12.** Before the commencement of construction of Phase 2 or Phase 3 of the Development details of the arrangements for the storing of domestic and commercial refuse within that respective Phase shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that suitable facilities for the storage of refuse will be provided and retained in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

Drainage

- A 13.** Prior to the installation of any drainage works, a drainage strategy detailing any on and/or off site drainage works, shall be submitted to and approved by the Local Planning Authority in consultation with the sewerage undertaker. The drainage works referred to in the approved strategy shall be implemented in full and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed.

Reason: The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community.

Surface water drainage

- A 14.** No infiltration of surface water drainage into the ground at this site is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

Reason: To protect the water environment, including groundwater.

Landscaping Plan

- A 15.** Before any landscaping works within Phase 2 and any plot within Phase 3 hereby authorised begins, detailed drawings (at a scale of at least 1:50) of a hard and soft landscaping scheme within the respective Phase or plot showing the treatment of all parts of the site not covered by buildings (including surfacing materials of any parking, access, or pathways, play space, materials and edge details, material samples of hard landscaping, specification and location of green roofs, details including plans, elevations and specification of the play equipment), shall be submitted to and approved in writing by the Local Planning Authority.

The submission of landscaping drawings for development within Phase 3 may be submitted and discharged on a Plot basis to allow works to commence in accordance with the programme of phasing of plots approved pursuant to condition O 2. Each submission of landscape drawings shall detail any landscaping scheme relating to any adjacent plot within the development that has been either approved in writing by the Local Planning Authority or submitted for approval.

All design details and materials shall be in accordance with the approved Landscaping Strategy as set out in the Design and Access Statement.

Reason: In order that the Local Planning Authority may ensure that the design and details are of high quality.

PRE-OCCUPATION CONDITIONS

Validation of Remediation Works

- A 16.** The relevant building plot of the development as approved under condition O2a shall not be occupied or brought into use until there has been submitted to the Local Planning Authority a verification report prepared by the competent person approved under the provisions of the approved remedial works confirming that any remediation scheme required and approved has been implemented fully in accordance with the approved details (unless varied with the written agreement of the Local Planning Authority in advance of implementation).

Reason: To ensure that all Remediation Works are properly carried out in accordance with London Plan policy 5.21 and Local Plan Policy BN13.

Connection to District Heating Network

- A 17.** All buildings shall be connected to the local District Heating Network (or through such other alternative strategy for the connection of the development to a Combined Heat and Power network agreed with the Local Planning Authority) and no building shall be occupied until it has been so connected.

Reason: To ensure a high standard of sustainable design and construction.

Renewable energy

- A 18.** All buildings within the Development shall achieve a 35% reduction in regulated CO2 emissions on Part L of Building Regulations 2013, such reduction to be calculated across all buildings site wide. The reduction can include that attributable to the biomass boiler generation in any off site Combined Heat and Power (CHP) plant that the Development is connected to and which supplies energy to the Development.

Reason: To ensure a high standard of sustainable design and construction.

Development Energy demand reduction

- A 19.** Prior to first Occupation of Phase 2 or Phase 3 of the Development a scheme setting out measures to encourage reduced energy demand by the occupiers and owners within that respective Phase of the Development shall be submitted to and approved in writing by the Local Planning Authority. The scheme to be submitted pursuant to this condition shall consider and include the use of marketing materials, education, distribution of information on energy saving methods, tips and

advice, promotion of energy efficient appliances and installation of the same where appliances are to be installed as part of the original construction and fit out of buildings. The scheme shall be implemented during the marketing of the Development.

Reason: To optimise the standards of sustainable design and construction.

Details of External Lighting and Security

- A 20.** Prior to first occupation of Phase 2 or Phase 3 of the Development details of any external lighting (including design, power and position of luminaries) and security surveillance equipment of external areas within that respective Phase shall be submitted to and approved in writing by the Local Planning Authority before any such lighting or security equipment is installed. The Development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that the details of the development are satisfactory in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers.

BREEAM

- A 21.** Within six months of the occupation of each of the non-residential premises hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) and BREEAM certificate shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

Reason: To ensure that high standards of sustainability are achieved.

Interim Uses and Boundary Treatment Strategy

- A 22.** No part of the Development shall be Occupied until an interim uses and boundary treatment strategy has been submitted to the Local Planning Authority. The interim uses and boundary treatment strategy shall set out how interim uses within that part of the site to be developed under Phase 3 could be brought forward and how boundary treatments will be landscaped and managed on a Site-Wide basis for parts of the Site where works have not been commenced and shall where appropriate include the following information:

1. identification of the broad locations for the interim uses;
2. identification of the anticipated range of land uses to be comprised in the interim uses;
3. indication of the likely anticipated duration of the identified range of land uses to be comprised in the interim uses;
4. phasing of the anticipated interim uses;
5. principles for the management and maintenance of interim uses;
6. interface between the anticipated interim uses and the construction and operation of the Development;
7. interface between developed and undeveloped parts of the Site; and
8. details of interim landscaping (including programme for removal) and boundary treatments in respect of
9. the temporary external finish to the Development within Phase 2, including design details, materials and any landscaping

An updated version of the interim uses and boundary treatment strategy approved under this Condition shall be submitted to the Local Planning Authority no less frequently than once every five years following the anniversary of the approval up to Completion of the Development.

Reason: To ensure that the Local Planning Authority is kept up-to-date with any proposed strategy for interim use of the Site.

Occupation of A1 retail development

- A 23.** The Class A1 retail floorspace permitted shall not be occupied until the approval of the first Reserved Matters application.

Reason: In order to ensure the satisfactory implementation of the Development.

Shopfronts

- A 24.** Prior to the occupation of the A1 retail floorspace permitted as part of this consent the details of the new shopfront to the Street shall be submitted to and approved by the Local Planning Authority. The details shall be implemented as approved.

Reason: In order to ensure a satisfactory standard of appearance.

Non-residential uses – hours of opening

- A 25.** Prior to the occupation of any of the non-residential uses permitted as part of this consent, details of the hours of opening shall be submitted to and approved by the Local Planning Authority and the uses shall be operated in accordance with the approved hours of opening.

Reason: In order to prevent noise and disturbance to residents within the area.

Extract Ventilation

- A 26.** Before the A3 use commences suitable equipment to remove and/or disperse odours and odorous material should be fitted to the extract ventilation system in accordance with a scheme, which includes a scheme to control the transmission of noise and vibration from any mechanical ventilation system to be installed shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the equipment shall be properly maintained and operated during normal working hours.

Reason: To protect the amenity of occupiers of nearby premises.

Sound insulation and noise mitigation details – Residential and Non-Residential

- A 27.** The Development shall not be occupied until details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses have been submitted to and approved in writing by the Local Planning Authority. Details should include airborne and impact sound insulation. The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the Development and thereafter permanently retained.

Refuse storage

- A 28.** Prior to the first occupation of Phase 2 or Phase 3 of the Development hereby permitted, any approved refuse and recycling storage arrangements shall be provided and made available for use by the occupiers of the Development within that respective Phase and the facilities provided shall thereafter be retained for the life of the Development and neither they nor the space they occupy shall be used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

Cycle Storage - details to be submitted

- A 29.** No commercial floorspace shall be occupied until the approved cycle storage and showering facilities for commercial units over 1000 sqm have been provided and the facilities shall thereafter be retained and neither they nor the space they occupy shall be used for any other purpose.

Reason: In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of non-car based travel.

Deliveries and servicing management plan

- A 30.** Prior to the first occupation of Phase 2 or Phase 3 a delivery and servicing management plan (DSMP) detailing how all elements of the site are to be serviced within the respective Phase shall be submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans> or such replacement

best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP shall be implemented from first occupation of the respective Phase and thereafter for the operation of the development.

Reason: In the interests of highway and pedestrian safety.

REGULATORY CONDITIONS

CONSTRUCTION AND COMMENCEMENT

Development in accordance with the Environmental Statement

- A 31.** The Development (including all Reserved Matters and other matters submitted for approval pursuant to this permission) shall be designed, constructed and operated in accordance with the mitigation measures in the table appended to this report unless otherwise provided for in any of these conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.

Notice of Commencement

- A 32.** The Development shall not be Commenced until written notice of intention to Commence the Development has been given to the Local Planning Authority. The notice required by this condition shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

Works in accordance with approved details

- A 33.** 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:

Drawings:

2049-GHA-P-600; 2049-GHA-P-601; 2049-GHA-P-602; 2049-GHA-P-610; 2049-GHA-P-611;
2049-GHA-P-620; 2049-GHA-P-001; 2049-GHA-P-002; 2049-GHA-P-100; 2049-GHA-P-101;
2049-GHA-P-102; 2049-GHA-P-103; 2049-GHA-P-104; 2049-GHA-P-105; 2049-GHA-P-106;
2049-GHA-P-150; 2049-GHA-P-200; 2049-GHA-P-201; 2049-GHA-P-202; 2049-GHA-P-203;
2049-GHA-P-204; 2049-GHA-P-300; 2049-GHA-P-301; 2049-GHA-P-302; 2049-GHA-P-303;
2049-GHA-P-021; 2049-GHA-P-022; 2049-GHA-P-023; 2049-GHA-P-024; 2049-GHA-P-025;
2049-GHA-P-026; 2049-GHA-P-027; 2049-GHA-P-028; 2049-GHA-P-029; 2049-GHA-P-030; SC-
BGI-M8-62-DR-A-08001_P05; SC-BGI-M8-00-DR-A-08001_P06; SC-BGI-M8-08-DR-A-
08001_P07; SC-BGI-M8-14-DR-A-08001_P08; SC-BGI-M8-20-DR-A-08001_P08; SC-BGI-M8-25-
DR-A-08001_P08; SC-BGI-M8-00-DR-A-08002_P05.

Documents:

Design Code (prepared by Glenn Howells Architects dated July 2015).

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

Reason: To ensure that all works are properly implemented.

External Plant

- A 34.** No external plant or other vents/flues/structures/machinery/screens shall be sited on the exterior of any part of the development without the prior approval in writing of the Local Planning Authority.

Reason: To ensure the satisfactory appearance of the development in accordance with Local Plan Policy BN1

RESIDENTIAL COMPLIANCE AND AMENITY STANDARDS

Housing Standards

- A 35.** The residential units hereby permitted shall:
1. as a minimum meet the Technical Housing Standards - Nationally Described Space Standard - (March 2015) or such any replacement national standard published after the date of this permission; and
 2. be built in substantial conformity with the Mayor of London's Housing Supplementary Planning Guidance (March 2016) or any replacement housing SPG that may be issued by the Mayor of London after the date of this permission.

Reason: To ensure that high standards of urban design, residential amenity and landscaping are achieved.

Accessible housing

- A 36.** 90% of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (2) Category 2 of Part M of the Building Regulations.

10% of the residential units hereby permitted shall be designed and constructed in accordance with Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations.

The actual number of units to be provided in accordance with this condition will be the number of whole units that is as near as arithmetically possible to the specified percentage and 0.5 or above shall be rounded up to the nearest whole.

Reason: To ensure adequate accessible housing is provided.

Residential standard- internal noise levels

- A 37.** All residential premises shall be designed in accordance with BS8233:2014 Sound insulation and noise reduction for buildings- Code of Practice' to attain the following internal noise levels:
- Bedrooms- 30dB LAeq,T and 45dB LAfmax
 - Living rooms- 35dB LAeq, D
 - T- Night-time 8 hours between 23:00-07:00
 - D- Daytime 16 hours between 07:00-23:00.

The specified LAfmax level is not to be exceeded more than 10 times per night for typical noise events.

Where it is not practicable to meet the specified noise levels, the internal target levels may be relaxed by up to 5 dB LAeqT and LAeq D, in accordance with BS 8233:2014.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

CONTAMINATION AND REMEDIATION

Contamination

- A 38.** If during construction of the development, contamination not previously identified is found to be present at the site the Local Planning Authority shall be notified forthwith and no further development shall be carried out until the developer has submitted to and obtained approval of the Local Planning Authority for a remediation strategy for the contamination. The remediation strategy shall be implemented as approved.

Reason: To protect the amenity of future occupants and/or neighbours.

CONSTRUCTION

Hours of work

- A 39.** There shall be no demolition or construction work outside the hours of 08.00 to 18.00 on Monday to Friday and 08.00 to 13.00 on Saturdays nor at any time on Sundays or on Bank or Public Holidays without the prior written approval of the Local Planning Authority. Construction work audible at the façade of any noise sensitive premises may only take place outside these permitted hours of work where these works have been approved by the Local Authority under s61 of the Control of Pollution Act 1974.

Reason: To protect the amenities and environment of residents and other sensitive receptors in accordance with London Plan policy 7.15 and Local Plan Policy BN11.

Construction delivery arrangements

- A 40.** All deliveries to the Site or removal of materials from the Site shall take place during the hours and in the manner specified in the Construction Transport Management Plan.

Reason: To protect the amenities and environment of local residents and others in accordance with London Plan policies 7.14 and 7.15 and Local Plan Policies T4 and BN11.

Noise residential

- A 41.** Noise levels at any occupied residential property due to construction or demolition shall not exceed 75dB LAeq (10 hour) measured at 1m from the façade of the nearest occupied property in accordance with a consent under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction in accordance with London Plan policy 7.15 and Local Plan Policy

Noise educational

- A 42.** Noise levels due to construction or demolition shall not exceed 65dB LAeq (1 hour) and 70dB LAeq (1 minute) at any educational premises measured at 1m from the façade of the building during school hours in term time, except in accordance with a consent under s61 of the Control of Pollution Act 1974.

Reason: To ensure that best practicable means are used to reduce noise generated by construction.

LANDSCAPING

Publically Accessible Open Space and Play space

- A 43.** A minimum of 2,200 sqm of publically accessible open space and not less than 870 sqm of Play Space shall be provided as part of the Development in accordance with the Play Strategy set out in the Design and Access Statement and permanently retained in accordance with the approval of details pursuant to condition A15.

Reason: To ensure that appropriate open space and playspace is provided.

Landscaping Works

- A 44.** The landscaping shall be carried out strictly in accordance with any such approval given. The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that are found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply with BS:4428 Code of practice for general landscaping operations, BS:3936 Nursery stock specification, BS:5837 Trees in relation to design, demolition and construction and BS:7370 Grounds maintenance. .

Reason: In order that the Local Planning Authority may ensure that the design and details are of high quality.

FIRE AND EMERGENCY ACCESS

Emergency access

- A 45.** Any structures/planting/street furniture or other objects which might interrupt the free passage of emergency vehicles or use of water supplies for fire-fighting purposes shall only be placed within the site with the written permission of the Local Planning Authority.

Reason: In order to provide satisfactory emergency access to neighbouring development.

Retention of existing emergency access

- A 46.** The existing emergency vehicular access shall be maintained across the application site to Westfield Shopping Centre at all times including during the construction of the Development, unless information is submitted to and approved by the Local Planning Authority to agree alternative access arrangements.

Reason: In order to provide satisfactory emergency access to neighbouring development.

Design to protect against crime

- A 47.** The designs of individual buildings and the external areas including car parks, public realm, shall take account of Association of Chief Police Officers Secured by Design design guides or successor best practice and principles for designing out crime in order to achieve a low crime risk environment.

Reason: To minimise crime risk by appropriate design.

Smart metering and reduction of energy demand

- A 48.** All residential units and non-residential units constructed as part of the Development shall have installed at the time of construction smart meters (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas and water consumption which shall as a minimum be designed to inform the occupants and owners of each residential unit and non-residential units (as appropriate) of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To optimise the standards of sustainable design and construction.

INFORMATIVES:

1. Should in the event during construction, crantage or scaffolding be required higher than the planned development then their use must be subject to separate consultation with London City Airport. Any changes to the height or location of the development must be re-submitted to London City Airport for re-assessment given the proximity to the airfield and safeguarding.
2. As the site is adjacent to Network Rail's operational railway infrastructure, Network Rail strongly recommends the developer contacts AssetProtectionAnglia@networkrail.co.uk prior to any works commencing on site, and also to agree an Asset Protection Agreement with us to enable approval of detailed works. More information can also be obtained from our website at www.networkrail.co.uk/asp/1538.aspx

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, 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 to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined in a timely manner.

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this: XXXXXXX



Anthony Hollingsworth

Director of Planning Policy and Decisions
London Legacy Development Corporation

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

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 (as amended).
- * If you want to appeal then you must do so within **SIX** months of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE** weeks of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to 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) or (Tel: 0117 372 8000).

To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. 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.

No.	EIA Topic	Construction/Operation	Summary of Impacts	Recommended Mitigation	S106/Condition
1	Chapter 6: Socio-Economic	Operation	Adverse effect of minor significance at local level as result of no traditional affordable housing proposed on site, although 100% PRS scheme will be more affordable to wider range of income groups than if units all for market sale.	Use of residential units as PRS secured for a fixed period of time.	S106 – see draft PRS Heads of Terms
2	Chapter 8: Daylight, Sunlight, and Overshadowing	Operation	A few apartments may have internal daylighting below guideline recommendations and achieving recommended amounts of sunlight across the whole development is not considered viable.	<p>Enhance daylight and sunlight conditions within the proposed buildings during detailed design. This will include a combination of: purposeful design of the interior layouts to position more sensitive rooms, such as kitchens and living rooms in better lit areas; utilising dual aspects wherever possible; limiting the room sizes in poorly lit areas; and, the use of large windows is expected to generally result in satisfactory internal lighting. Living rooms should also be positioned wherever possible in areas receiving the greatest sunlight.</p> <p>At lower levels, provision and design of balconies will generally need to consider internal daylight and sunlight, particularly within Block C. In the poorest lit areas, balconies would ideally be positioned above</p>	Applicant agreed with LPA to submit details of daylight, sunlight and overshadowing as part of the Environmental Compliance Report with the Reserved Matters Application.

No.	EIA Topic	Construction/Operation	Summary of Impacts	Recommended Mitigation	S106/Condition
3	Chapter 8: Daylight, Sunlight, and Overshadowing Arcadis EIA Requirement	Operation	Potential daylight impact on office spaces.	During detailed design, the proposed character of offices will be considered and if a natural daylight appearance is required an assessment could be carried out, aiming to achieve 2% ADF. This is not expected to extend to any open-plan office space and it should also be noted that wherever possible offices will be purposely located in poorer lit areas in order to optimise lighting to residences.	Applicant agreed with LPA to submit details of daylight, sunlight and overshadowing as part of the Environmental Compliance Report with the Reserved Matters Application.
4	Chapter 9: Wind Microclimate	Construction	Wind conditions during the construction will depend on the phasing and interim usage of pedestrian spaces, but adverse conditions are not anticipated.	Temporary mitigation measures may be required to alleviate any accelerated winds. These measures (e.g. the locations of wind shields/hoarding) would likely be localised and would form part of the detailed design.	Applicant agreed with LPA to submit details of microclimate as part of the Environmental Compliance Report with the Reserved Matters Application.
5	Chapter 10: Transport	Construction	<p><u>Construction Traffic Vehicular Movement</u></p> <p>Enabling, demolition and construction works would generate short term increases in vehicle movements on the highway in the vicinity of the Site.</p> <p><u>Pedestrian and Cycle Facilities and</u></p>	<p><u>Construction Traffic Vehicular Movement</u></p> <p>The construction vehicles would be managed in accordance with a Construction Environmental Management Plan (CEMP) and Framework Construction Logistics Plan (FCLP). The times and routes by which construction traffic will arrive and depart the Site will be</p>	Applicant agreed with LPA to submit a Construction Environmental Management Plan with the Reserved Matters Application. A Construction Traffic Management Plan is secured by

No.	EIA Topic	Construction/Operation	Summary of Impacts	Recommended Mitigation	S106/Condition
			<p><u>Conditions</u></p> <p>Demolition, refurbishment and construction traffic associated with the proposed development has the potential to affect pedestrians and cyclists using the highway network in the vicinity of the Site, this is as a result of temporary disruption from vehicles (particularly HGVs) accessing and egressing the Site and on the nearby highway network.</p> <p>There may also be the potential for temporary road or footway closures or temporary alterations to vehicle routing.</p>	<p>carefully controlled through the measure put forth in the FCLP.</p> <p><u>Pedestrian and Cycle Facilities and Conditions</u></p> <p>The CEMP and FCLP would be implemented to mitigate the demolition and construction transport effects of the Development. This would include a review of the effects on footways and cycle routes near to the Site, and would detail mitigation measures such as having banksmen to maintain safety around all site vehicle access points.</p> <p><u>Accidents and Safety</u></p> <p>HGVs associated with the construction of the development will be required to comply with TfL's Safer Lorry Scheme. This requires vehicles to be fitted with additional guarding and mirrors to protect and increase the visibility to the driver of cyclists and pedestrians.</p>	Condition A2
6	Chapter 10: Transport	Operation	<p>The proposals are expected to generate a small number of additional trips via public transport (bus, rail and London Underground and DLR services). However,</p>	<p>A Framework Travel Plan has been prepared for the Development. The Framework Travel Plan covers all proposed uses on the site and aims to encourage public transport use.</p>	Applicant agreed with LPA to submit a Travel Plan with the Reserved Matters Application.

No.	EIA Topic	Construction/Operation	Summary of Impacts	Recommended Mitigation	S106/Condition
7	Chapter 11: Air Quality	Construction	<p>these are not expected to impact significantly on the existing public transport network.</p> <p>Dust from demolition, earthworks, construction and track-out are likely to occur in the form of nuisance to human receptors.</p>	<p>walking and cycling amongst occupants of the Development, with the aim of reducing private car use</p> <p>CEMP will include best practice construction measures. Details of mitigation to control dust risks during construction will be included within the Dust Management Plan.</p>	<p>Applicant agreed with LPA to submit a Construction Environmental Management Plan with the Reserved Matters Application.</p> <p>Details of a Construction Dust Assessment secured by Condition A1.</p>
8	Chapter 12: Noise and Vibration	Construction	<p>Potential increased noise levels during initial ground-works construction phase.</p> <p>Noise emissions highest during initial earthworks, infrastructure and internal road construction and decrease as the buildings are constructed. Significance of noise effect depends on the activity being undertaken; although significant effects are likely to occur for only a proportion of the temporary works.</p>	<p>CEMP will include 'Best Practicable Means' (BPM) of Section 72 of the Control of Pollution Act 1974 to minimise noise and vibration effects.</p>	<p>Applicant agreed with LPA to submit a Construction Environmental Management Plan with the Reserved Matters Application.</p>
9	Chapter 12: Noise and Vibration	Operation	<p>Plant noise</p>	<p>Careful design and selection of plant to ensure that it is not tonal or impulsive in accordance with BS 4142:2014. Undertaking regular</p>	<p>Applicant agreed with LPA to provide details of plant within Reserved Matters Application.</p> <p>Condition A34 restricts any additional</p>

No.	EIA Topic	Construction/Operation	Summary of Impacts	Recommended Mitigation	S106/Condition
10	Chapter 12: Noise and Vibration	Operation	Potential noise and vibration transfer between service yard and residential properties from delivery vehicles	<p>Implementing delivery management procedure, with the aim of reducing noise from delivery vehicles accessing the proposed development. Such procedures may include driver awareness training, reducing engine running/throttle, and minimising the use of pneumatic brakes and reversing movements wherever possible.</p>	Applicant agreed with LPA to submit a Servicing and Delivery Management Plan with the Reserved Matters Application.
11	Chapter 14: Water Resources and Flood Risk	Construction	Impacts that could occur are: risks from dewatering, increased mobility of contaminants through infiltration, accidental spills, contamination from cement and cement products, and risks to construction workers. Construction activities are unlikely to have a significant effect provided appropriate mitigation measures are followed.	Measures outlined in CEMP would manage impacts associated with contaminants and surface water flood risk.	Applicant agreed with LPA to submit a Construction Environmental Management Plan with the Reserved Matters Application.
12	Chapter 15: Ground Conditions Arcadis EIA Requirements	Construction	Potential risks to sensitive receptors, such as construction workers, site users and controlled waters, from the disturbance and mobilisation of ground contamination.	<p>Site investigation and corresponding risk assessment is proposed prior to the commencement of the enabling works. The SI will include:</p> <ul style="list-style-type: none"> ▪ The installation of additional boreholes and/or trial pits. ▪ Chemical analysis of soil samples for waste classification 	Condition A4 requires details of ground investigation, risk assessment, options appraisal, remediation strategy and verification plan if required.

No.	EIA Topic	Construction/Operation	Summary of Impacts	Recommended Mitigation	S106/Condition
				<ul style="list-style-type: none"> ▪ purposes (WAC testing); ▪ Ground gas monitoring (over 3 consecutive occasions); ▪ Ground water monitoring (over 3 consecutive occasions); ▪ Preparation of an updated risk assessment and any refinement to the proposed mitigation measures set out in the ES; ▪ The completion of Piling Risk Assessment (for the sheet piling operation during the enabling works). ▪ Submission of report to the LLDC and Environment agency (EA) for approval. <p>If required, a remediation strategy will also be produced and implemented in advance of the commencement of works on site</p> <p>CEMP to include implementation of environmental management practices and procedures. A dedicated Health and Safety file and Personal Protective Equipment will be kept on site.</p>	
13	Chapter 15: Ground Conditions Arcadis EIA Requirements	Operation	Soils remain on site post development which may pose a risk to future site users.	A validated clean topsoil layer of 600mm should be imported in areas of soft landscaping.	Applicant agreed with LPA to submit details of landscaping with the Reserved Matters Application.
14	Chapter 15: Ground	Operation	Potential that the sediment along the river bed could be a source of	Ground gas monitoring should be undertaken on the Channelsea River once the development platform has	Condition A4 requires details of

No.	EIA Topic	Construction/Operation	Summary of Impacts	Recommended Mitigation	S106/Condition
	<p>Conditions</p> <p>Arcadis EIA Requirements</p>		<p>ground gas.</p>	<p>been created.</p> <p>Site investigation and corresponding risk assessment is proposed prior to the commencement of the enabling works.</p>	<p>ground investigation, risk assessment, options appraisal, remediation strategy and verification plan if required.</p>
<p>15</p>	<p>Chapter 15:</p> <p>Ground Conditions</p>	<p>Operation</p>	<p>Risk of ground gas ingress into future buildings from unassessed imported material.</p>	<p>Ground gas and vapour monitoring should be undertaken within remaining imported material.</p> <p>Site investigation and corresponding risk assessment is proposed prior to the commencement of the enabling works.</p>	<p>Condition A4 requires details of ground investigation, risk assessment, options appraisal, remediation strategy and verification plan if required.</p>
<p>16</p>	<p>Chapter 15:</p> <p>Ground Conditions</p>	<p>Construction</p>	<p>Piling risk assessment needed to assess the associated potential environmental risks to groundwater and any subsequent required mitigation measures.</p>	<p>A piling risk assessment would need to be undertaken.</p>	<p>Condition A5 requires a piling risk assessment.</p>

APPENDIX 3
RELEASE APPLICATION

The London Legacy Development Corporation
Planning Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London
E20 1EJ

[Date]

[Reference]

Dear Sirs

Section 106 Agreement dated [] and made between (1) London Legacy Development Corporation; (2) Stratford City Developments Limited; (3) Stratford City Shopping Centre (No.2) Nominee A Limited and Stratford City Shopping Centre (No.2) Nominee B Limited; and (4) Capita Trust Company Limited ("**S106 Agreement**")

We refer to the above S106 Agreement

Defined terms used in this letter have the meaning given to them in Schedule 3 of the S106 Agreement.

Pursuant to paragraph [] of Schedule [] of the S106 Agreement we hereby apply for a Release Notice in respect of the Residential Unit shown [edged/coloured] [] on the plan attached which is registered at the Land Registry with title number [].

[We hereby confirm that the above mentioned Residential Unit is a Let Residential Unit. Accordingly a Release Fee of £[]¹ is payable and [a cheque in this amount is enclosed] [a BACS transfer has been arranged with reference [X]].]

OR

[We hereby confirm that the above mentioned Residential Unit is an Unlet Residential Unit. Accordingly a statement is enclosed setting out our calculation of the Release Fee.]

Yours sincerely

¹ £20,000 Indexed

APPENDIX 4
RELEASE NOTICE

[Name and address of Release Notice applicant]

[Date]

Dear Sirs

Section 106 Agreement dated [] and made between (1) London Legacy Development Corporation; (2) Stratford City Developments Limited; (3) Stratford City Shopping Centre (No.2) Nominee A Limited and Stratford City Shopping Centre (No.2) Nominee B Limited; and (4) Capita Trust Company Limited ("**S106 Agreement**")

Release Notice dated [] and referenced: []

[Residential Unit details]

We refer to the above S106 Agreement and Release Notice.

We hereby confirm that we have received the Release Fee and accordingly the Residential Unit referred to above is hereby released from the restriction contained in paragraph 3 of Schedule 3.

Yours sincerely

.....
For and on behalf of the London Legacy Development Corporation

APPENDIX 5
CYCLE DOCKING STATION

NOTES:

ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED.
DO NOT SCALE FROM THIS DRAWING FOR SET OUT PURPOSES.

AS BUILT DRAWING TO BE READ IN CONJUNCTION WITH DRAWING CHS_L_1-SURFACE MOUNTED PLATFORM.

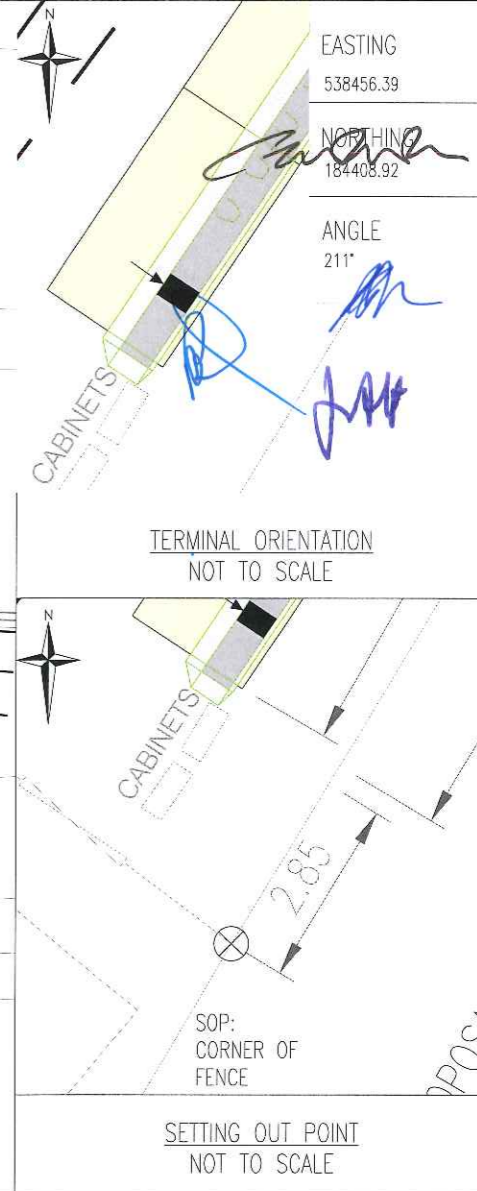
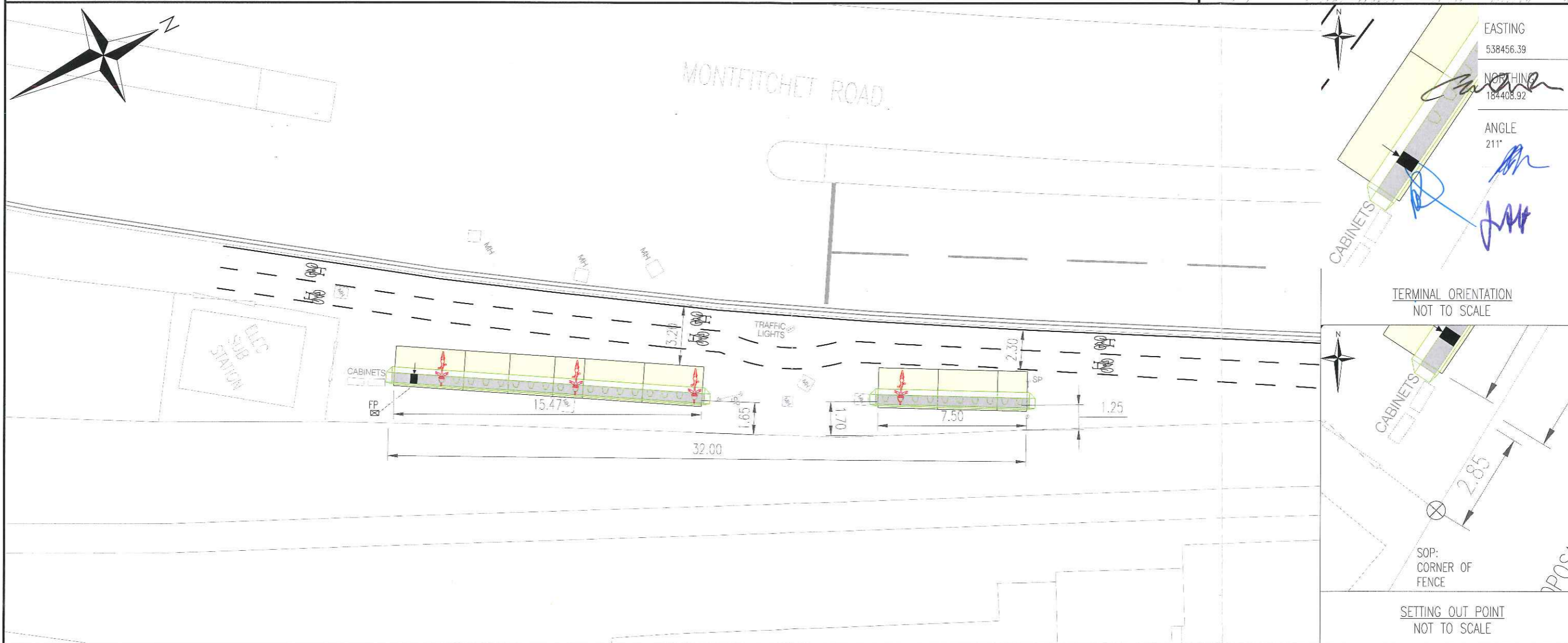
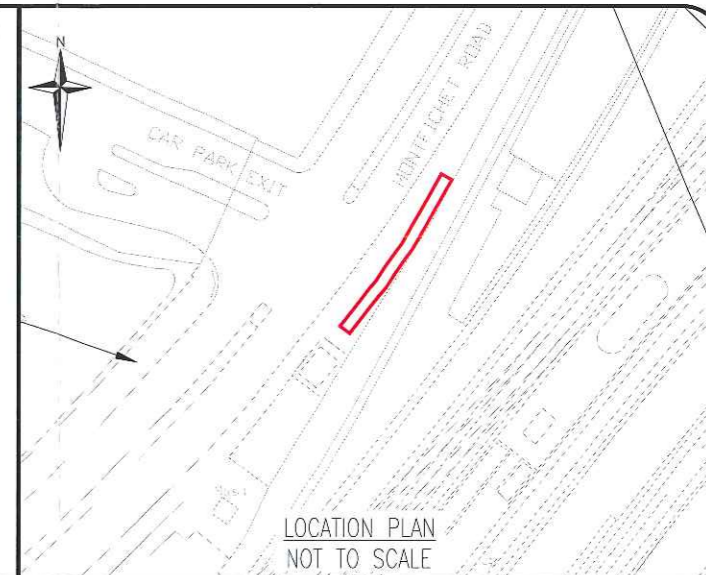
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	DOCKING POINTS AREA
	LOCATION OF TERMINAL
	DOCKING POINT BASEPLATE
	TERMINAL BASEPLATE- ARROW INDICATES PRIMARY PAY POINT
	FEEDER PILLAR
	DROPPED KERB
	INDICATIVE LCH BIKE IN DOCKING POINT
	SIGN POST
	SURFACE MOUNT SOLUTION

	LAMP COLUMN
	ROAD MARKING
	STATUTORY UNDERTAKERS EQUIPMENT
	GULLY
	BOLLARD
	POST BOX
	TACTILE PAVING
	CYCLE STAND
	TREE AND TREE PIT

	Services depth = 0mm - 50mm
	Services depth = 51mm - 100mm
	Services depth = 101mm - 150mm
	Services depth = 151mm - 200mm
	Services depth = 201mm - 250mm
	Services depth = 251mm - 300mm
	Services depth = 301mm - 350mm
	Services depth = 351mm - 400mm
	Services depth = 401mm - 450mm

	Ducting-450mm unless otherwise specified
--	--



Transport for London
Surface Transport
Roads Directorate
230 Blackfriars Road
London
SE1 8NW

Project: SANTANDER CYCLES
Drawing Title: AS BUILT DRAWING
QEOP SITE 26 - STRATFORD STATION (SURFACE MOUNTED)
NUMBER OF DOCKING POINTS - 28

Borough: NEWHAM/LLDC
Site No.: QEOP 026
Date: 27/10/16
Scale: 1:200 @ A3
Dwg N°: 17-611726-ASB
Status: AS BUILT

Rev	Date	Description	Drn	Chk	App

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APPENDIX 6
DESIGN TEAM PROCESS

CHERRY PARK DESIGN TEAM PROCESS

Scope

This document sets out the Design Team Process agreed between the LPA and the Developer in relation to Schedule 9 of the 106 Agreement relating to the planning application for development of Cherry Park, Stratford City (application reference 15/000358) ("Agreement"). The Design Team Process sets out a process for engagement of Glenn Howells Architect (or any Alternative Architect appointed in accordance with the Agreement) on submission of reserved matters applications pursuant to Conditions A8 and A9 of the Planning Permission and any applications for a section 96A amendment. The Design Team Process shall not apply to any other applications relating to the Development and shall not apply to applications pursuant to any conditions attached to reserved matters approvals.

Role of GHA in the Design Team Process

The role of GHA in the Design Team Process is set out below:

Concept Design - Focus on developing design concepts for building façades, for adoption into the Reserved Matters Application(s) under Conditions A8 and A9.

- 1 Where the external appearance of the façades and adjacent public realm are affected, review and advise on the integrated design information being developed by the delivery architect through collaborative workshops and exchange of drawn information – once building and servicing strategies are established.
- 2 Develop concept sketches and provide visual reference material of typical conditions, to provide briefing to the delivery architect on design of façades.
- 3 Develop 1:50 bay studies, covering all typical residential conditions (base, middle and top)
- 4 Active participation in design workshops with the delivery architect, where matters affecting the external appearance are to be reviewed.
- 5 Provide material for and lead presentations to LLDC, GLA and QRP where the external appearance of the residential buildings are to be reviewed.
- 6 Provide, where necessary and helpful to support the design development and planning process, physical models, demonstrating the typical design elements of the façades at critical areas / junctions.
- 7 Consider materiality options to ensure quality. Offer options that can deliver a high quality and robust scheme façade whilst offering best value to the Client. The façade approach and materiality is critical in setting the scene, visibility and perceived quality of the Cherry Park scheme whilst considering appropriateness to propose best value for location and tenure for the client.

Reserved Matters submissions under conditions A8 and A9 – Focus upon reviewing the adoption of the design intent bay studies.

- 8 Provide comments and mark-ups of any relevant design documentation from the delivery architect, where it affects the external visual appearance of all the buildings (residential/office/other uses) requiring Reserved Matters approvals.

- 9 Provide design narrative, comprising text, precedent images, sketches and other visual material to demonstrate design philosophy within the reserved matters application.
- 10 Collaborate on the production of the reserved matters design documentation (including visuals, models and CGIs) and comment/sign-off of drawings, materials, CGIs and documents to be submitted by the delivery architect where they impact external appearance of residential buildings.
- 11 Provide drawings jointly marked/signed off by GHA/PRP for the RMA submission.

Public Realm

- 12 Provide comments on all landscaping drawings/documentation/materials/specifications affecting the external appearance of the areas of public realm, shared amenity spaces.
- 13 Provide drawings jointly marked/signed off by GHA and appointed landscape architects for the RMA/landscaping detail conditions

Interim Treatments

- 14 Provide comments and mark-ups of any relevant design documentation from the delivery architect/landscape architect, for the details of Interim Treatments requiring approval.
- 15 Provide drawings jointly marked/signed off by GHA and appointed delivery architects/landscape architects for the details of Interim Treatments requiring approval.

APPENDIX 7
COMMERCIAL AND RESIDENTIAL LAND

Demise areas - Basement Level 2
1 : 1000

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Project Title
Cherry Park

Drawing Title
**Site wide plan
Basement Level 2
Land Obligations**

Project Number CP Status S0
CP-PRP-ZA-LL-DR-A-07103 P00

Drawn pxp Date 24-07-2017
Checked Scale @ A3 1 : 1000
Purpose of Issue

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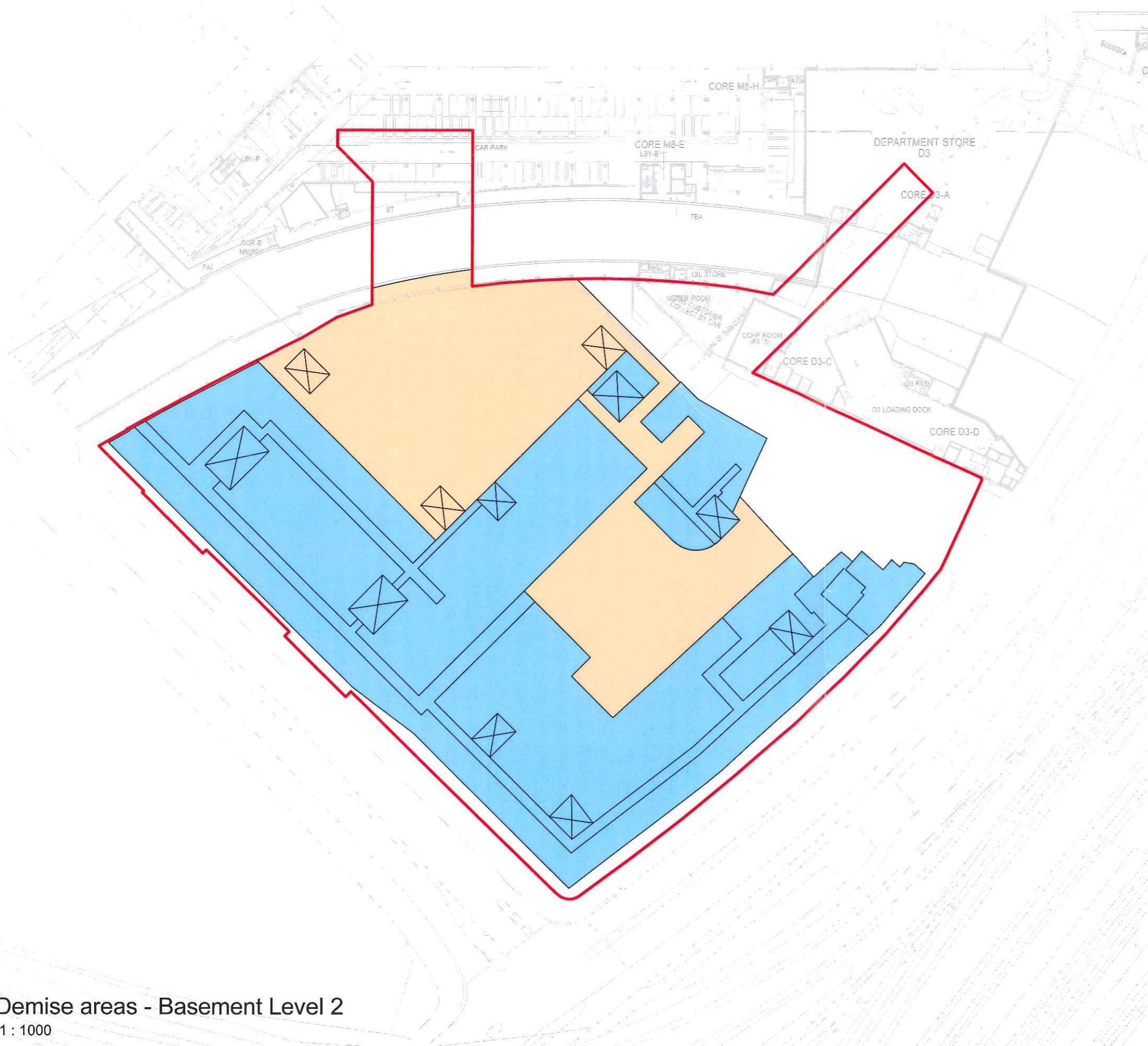
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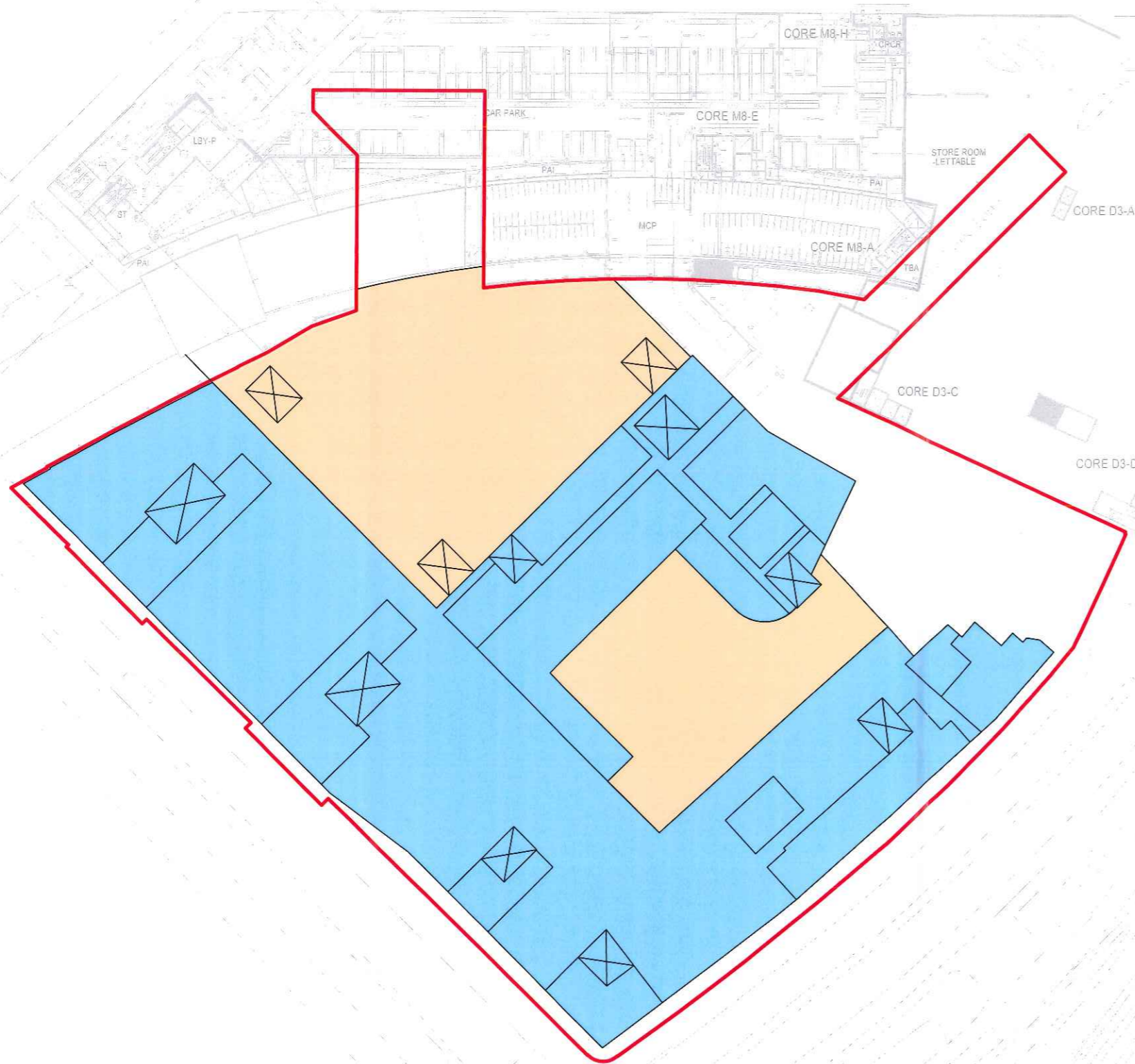
Key

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- Residential Land (residential related obligations)

Cherry Park

[Handwritten signatures]





LOCATION PLAN

Key

- Commercial Land (retail/commercial related obligations)
- Residential Land (residential related obligations)

Carroll

[Signature]

[Signature]

[Signature]

Demise areas - Basement Level 1

1 : 1000

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Project Title
Cherry Park

Drawing Title
**Site wide plan
Basement Level 1
Land Obligations**

Project Number CP Status S0

CP-PRP-ZA-LL-DR-A-07104 P00

Drawn pxp Date 24-07-2017

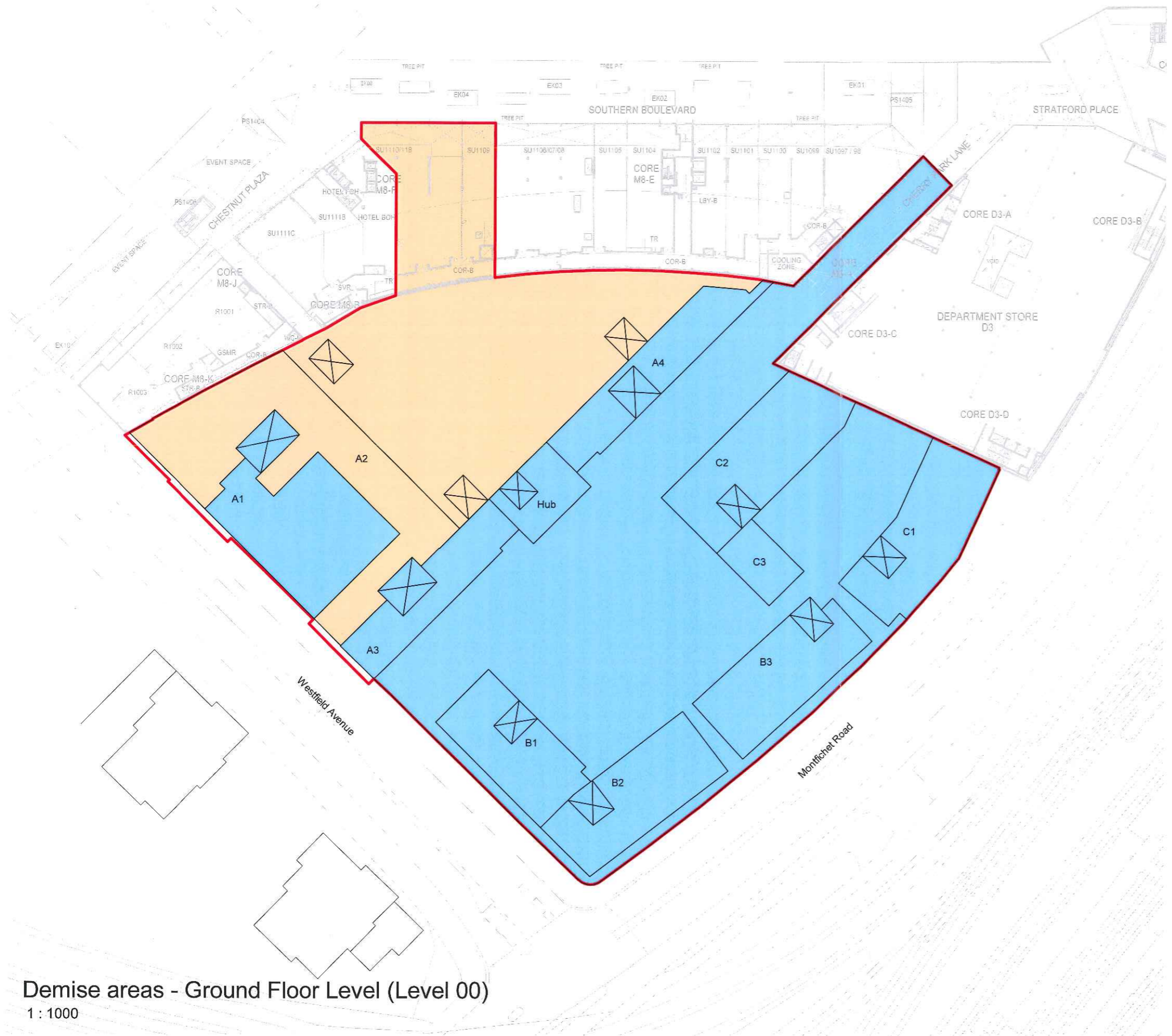
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Purpose of Issue

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LOCATION PLAN

Key

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Demise areas - Ground Floor Level (Level 00)

1 : 1000

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Project Title
Cherry Park

Drawing Title
**Site wide plan
 Ground Floor Level (Level 00)
 Land Obligations**

Project Number	CP	Status	S0
CP-PRP-ZA-LL-DR-A-07105		P00	
Drawn	pxp	Date	24-07-2017
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Purpose of Issue			

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Demise areas - Level 01
1 : 1000

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Project Title
Cherry Park

Drawing Title
**Site wide plan
Level 01
Land Obligations**

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Drawn	pxp	Date	24-07-2017
Checked		Scale @ A3	1 : 1000
Purpose of Issue			

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LOCATION PLAN

Key

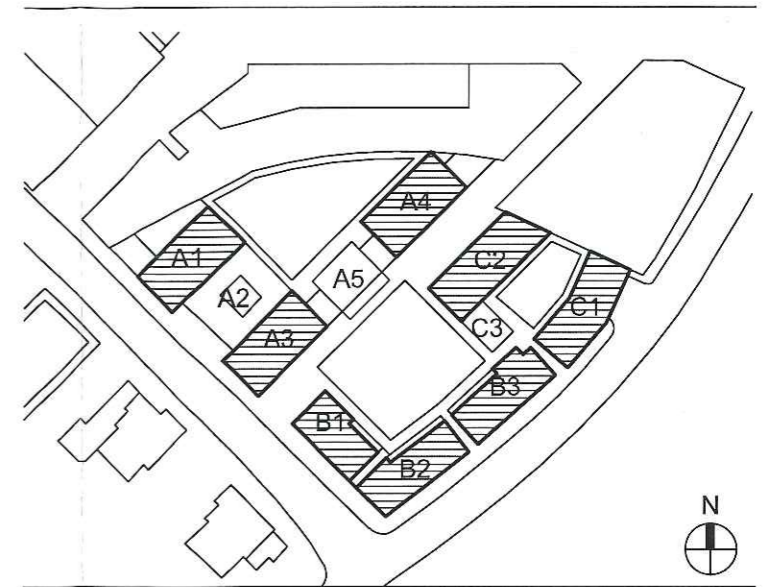
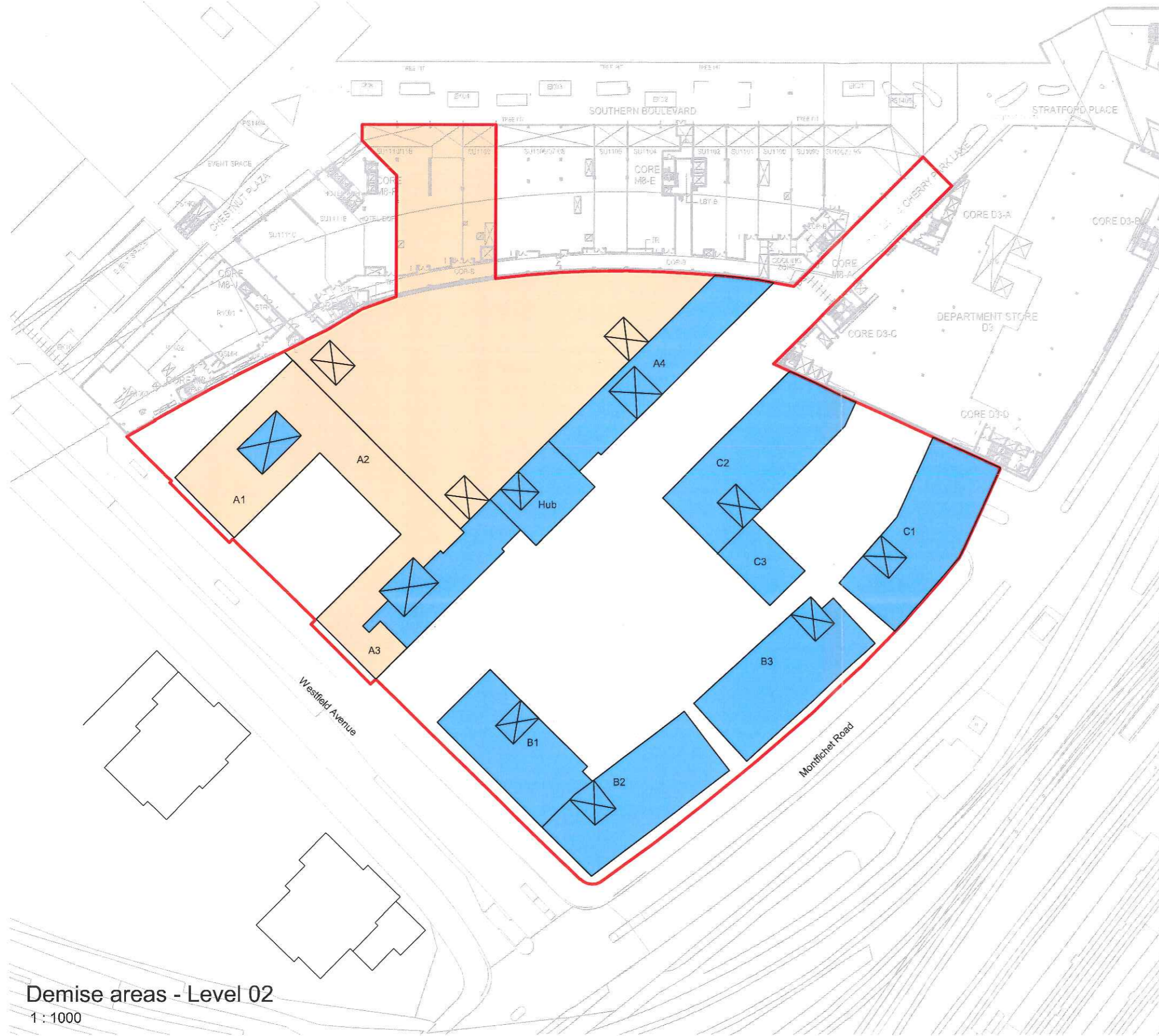
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- Residential Land (residential related obligations)

Caroline

[Signature]

[Signature]

[Signature]



LOCATION PLAN

Key

- Commercial Land (retail/commercial related obligations)
- Residential Land (residential related obligations)

[Handwritten signatures and initials in blue ink]

Demise areas - Level 02

1 : 1000

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Project Title
Cherry Park

Drawing Title
**Site wide plan
Level 02
Land Obligations**

Project Number CP

CP-PRP-ZA-LL-DR-A-07122 P00

Drawn pxp
Checked
Purpose of Issue

Status S0

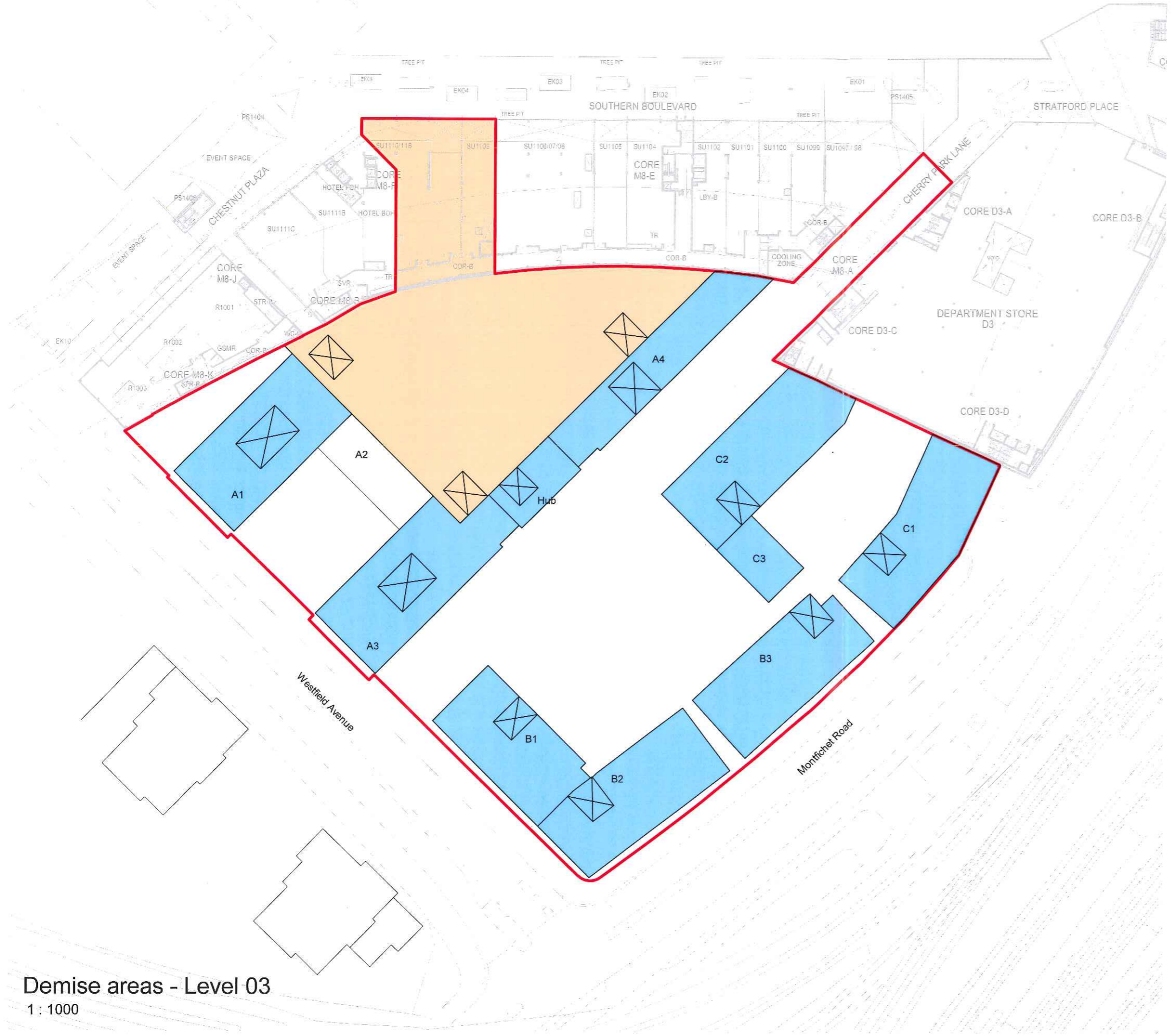
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Date 20-12-2017
Scale @ A3 1 : 1000

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LOCATION PLAN

Key

- Commercial Land (retail/commercial related obligations)
- Residential Land (residential related obligations)

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Demise areas - Level 03
1 : 1000

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Project Title
Cherry Park
Drawing Title
**Site wide plan
Level 03
Land Obligations**

Project Number	CP	Status	S0
CP-PRP-ZA-LL-DR-A-07107		P00	
Drawn	pxp	Date	24-07-2017
Checked		Scale @ A3	1 : 1000
Purpose of Issue			

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LOCATION PLAN

Key

- Commercial Land (retail/commercial related obligations)
- Residential Land (residential related obligations)

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Demise areas - Level 04 - up to level indicated on plan
1 : 1000

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Project Title
Cherry Park

Drawing Title
**Site wide plan
Level 04 and above
Land Obligations**

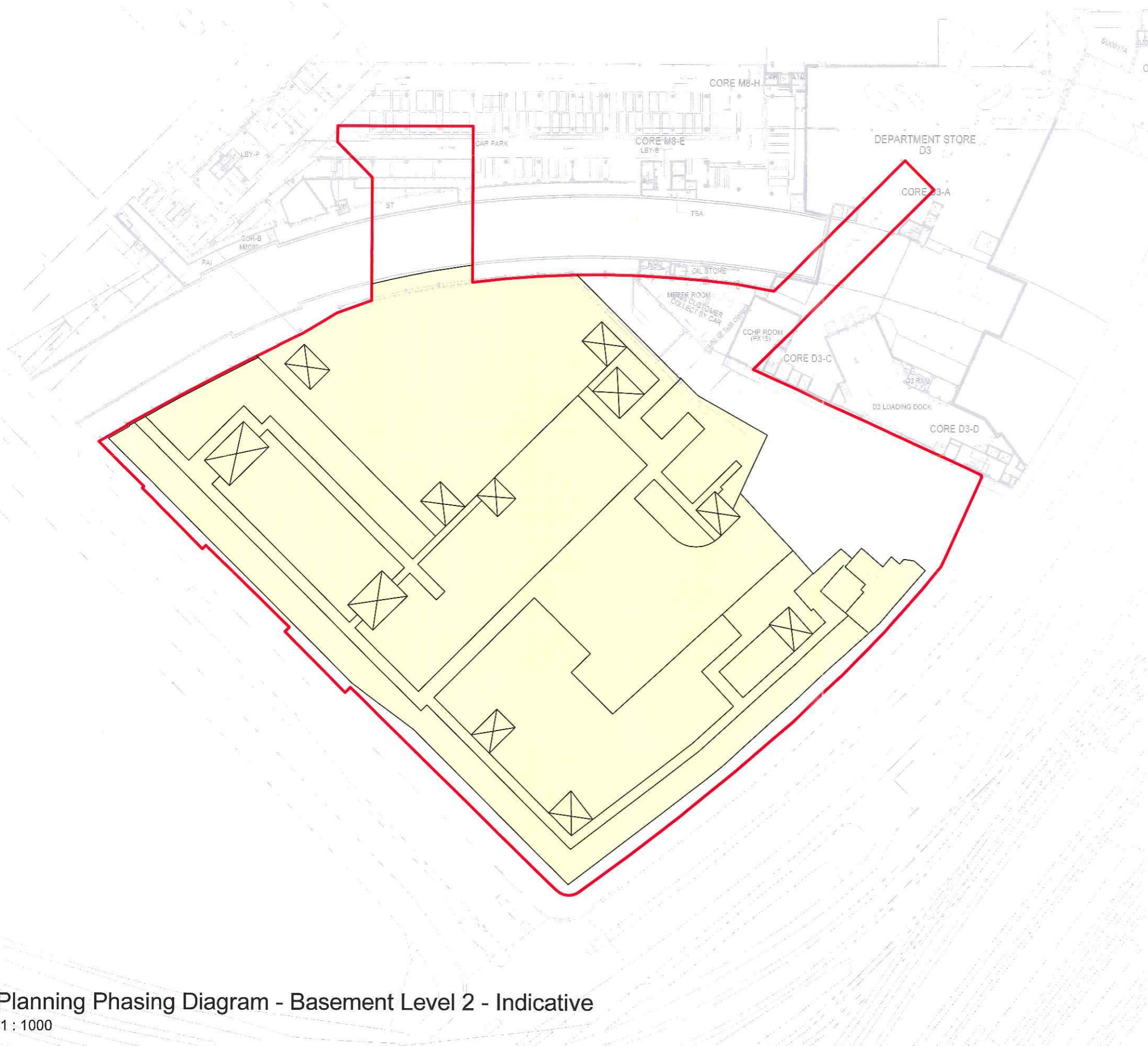
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Purpose of Issue			

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APPENDIX 8
PHASES



LOCATION PLAN

Key

- Phase 1
- Phase 2
- Phase 3

[Handwritten signatures]

Planning Phasing Diagram - Basement Level 2 - Indicative
 1 : 1000

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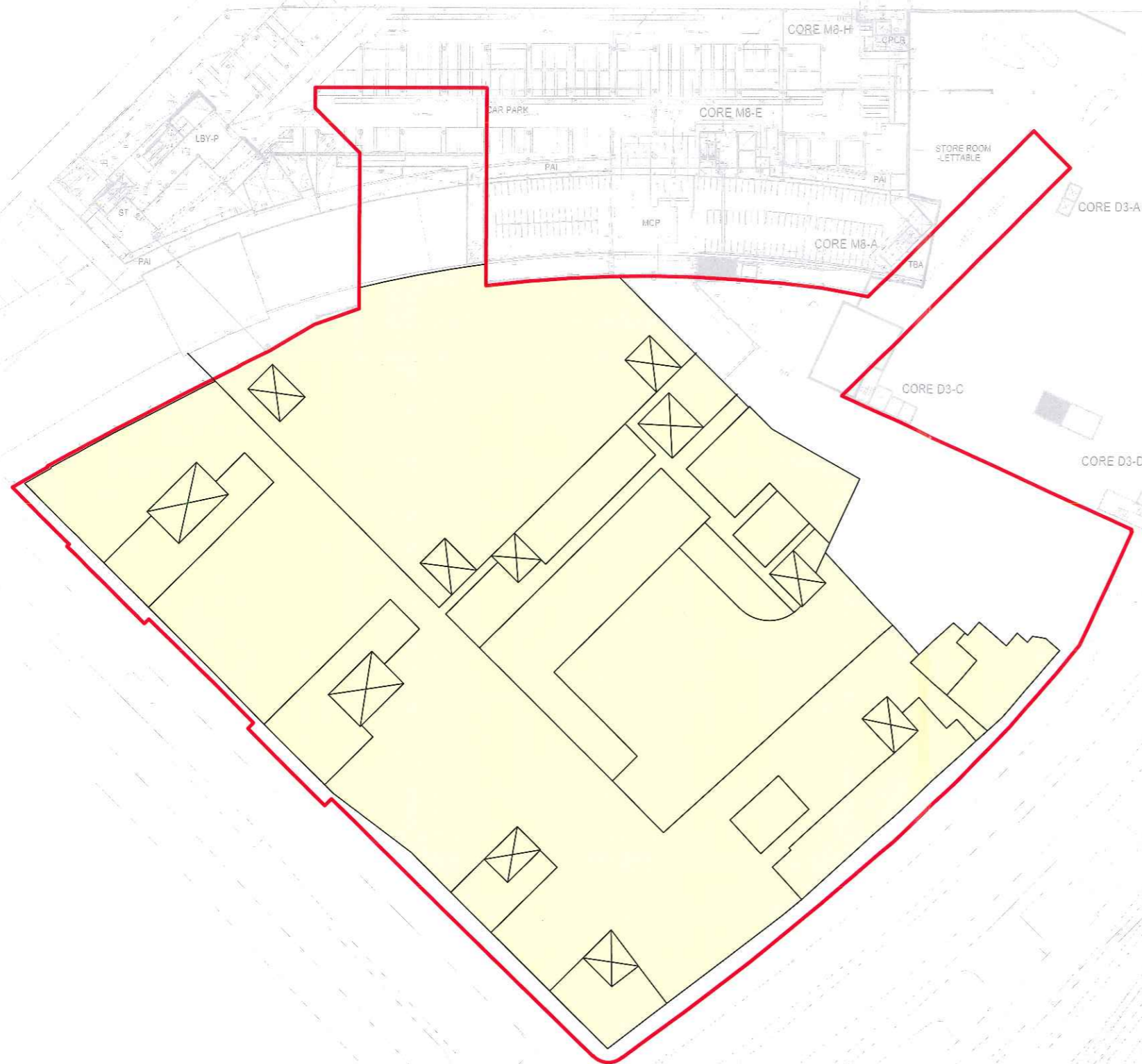
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Drawing Title
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 Planning Phases - Indicative**

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CP-PRP-ZA-LL-DR-A-07109 P00

Drawn pxp Date 24-07-2017
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LOCATION PLAN

Key

- Phase 1
- Phase 2
- Phase 3

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Planning Phasing Diagram - Basement Level 1 - Indicative
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Project Title
Cherry Park

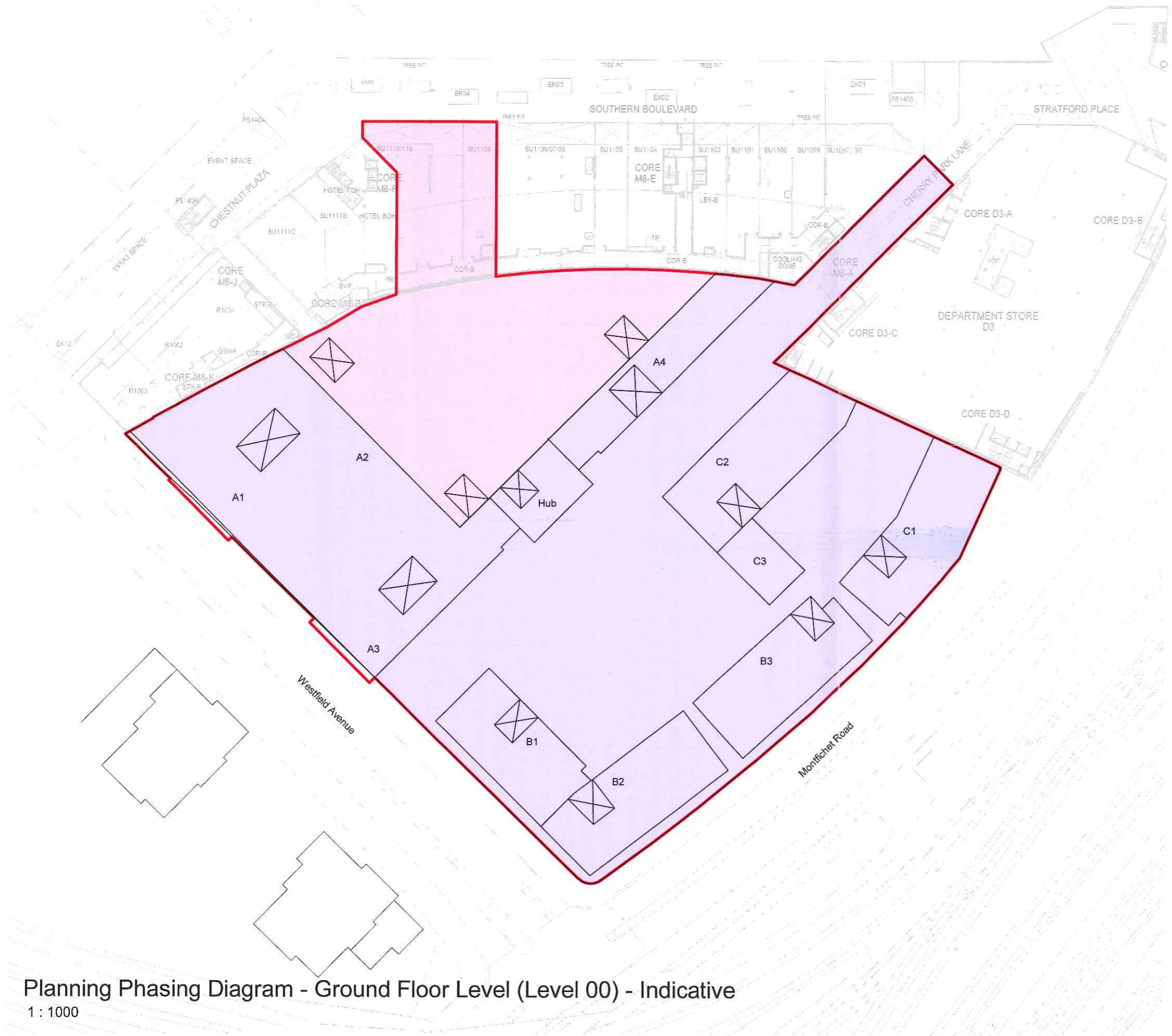
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Planning Phases - Indicative

Project Number	CP	Status	S0
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Drawn	pxp	Date	24-07-2017
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Purpose of Issue			

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LOCATION PLAN

Key

- Phase 1
- Phase 2
- Phase 3

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Planning Phasing Diagram - Ground Floor Level (Level 00) - Indicative
1 : 1000

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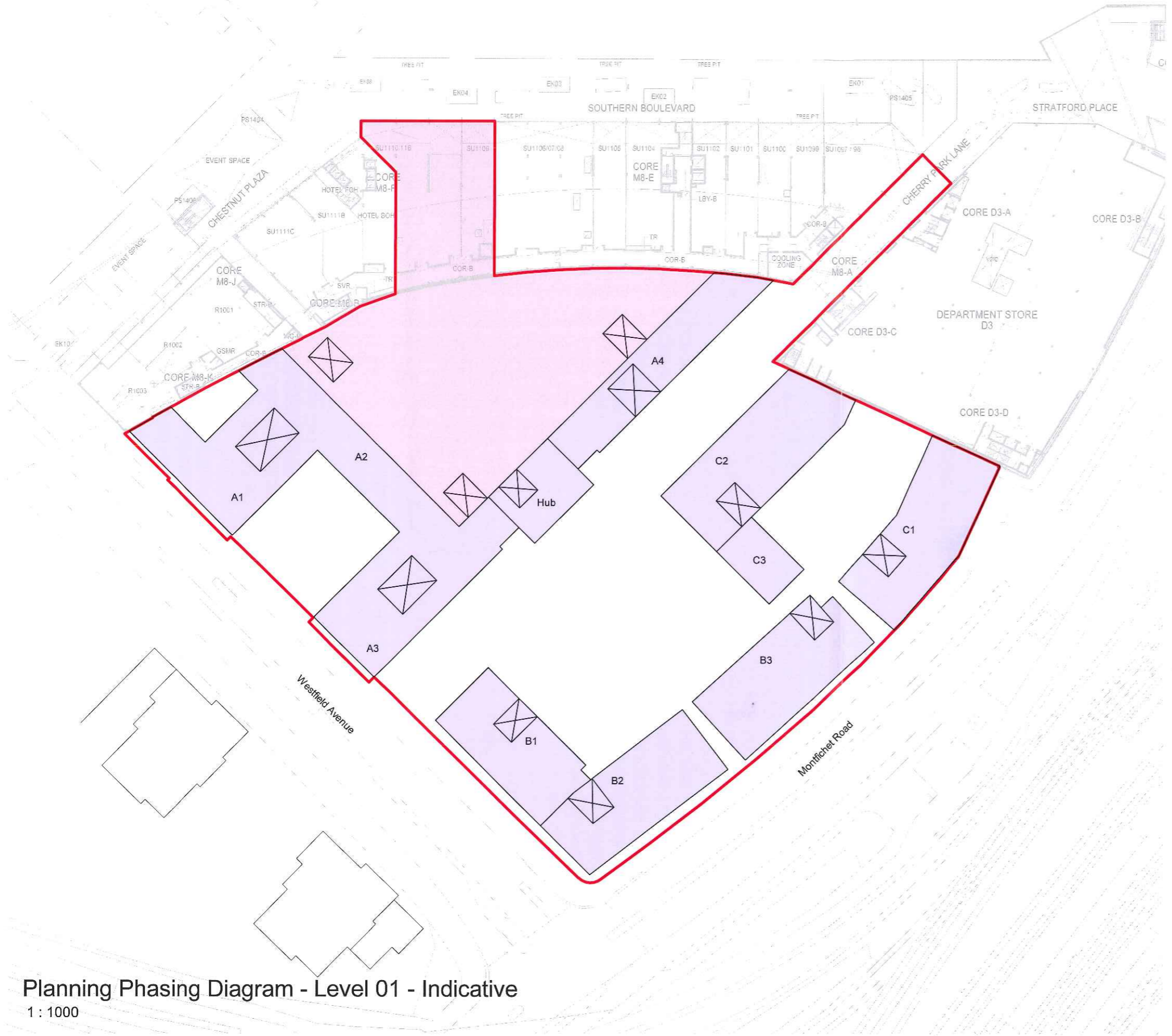
Project Title
Cherry Park

Drawing Title
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Ground Floor Level (Level 00)
Planning Phases - Indicative**

Project Number CP Status S0
CP-PRP-ZA-LL-DR-A-07111 P00

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LOCATION PLAN

Key

- Phase 1
- Phase 2
- Phase 3

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Planning Phasing Diagram - Level 01 - Indicative
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Project Title
Cherry Park

Drawing Title
**Site wide plan
Level 01
Planning Phases - Indicative**

Project Number CP Status S0

CP-PRP-ZA-LL-DR-A-07112 P00

Drawn pxp Date 24-07-2017

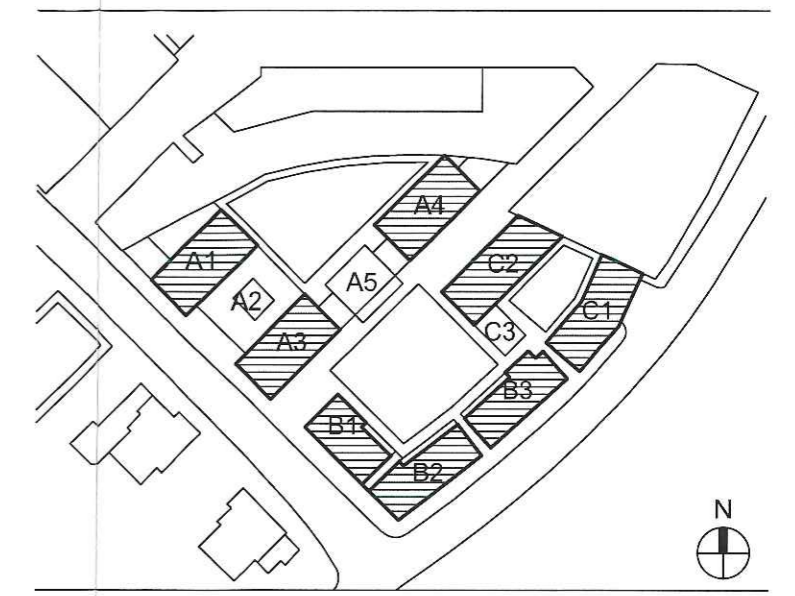
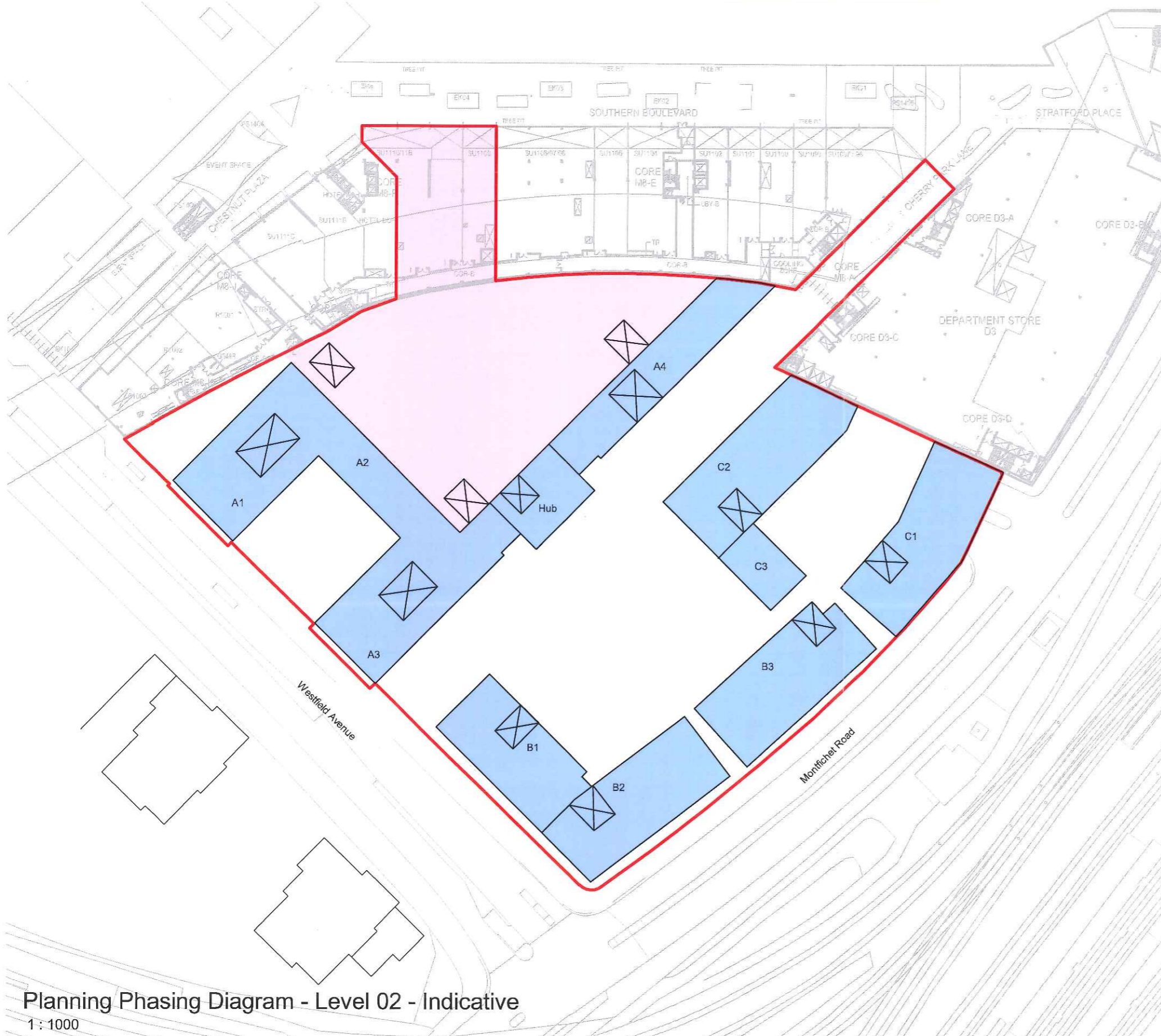
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Purpose of Issue

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LOCATION PLAN

Key

- Phase 1
- Phase 2
- Phase 3

AW

[Signature]

[Signature]

[Signature]

Planning Phasing Diagram - Level 02 - Indicative
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Project Title
Cherry Park

Drawing Title
**Site wide plan
Level 02
Planning Phases - Indicative**

Project Number	CP	Status	S0
CP-PRP-ZA-LL-DR-A-07123	P00		
Drawn	pxp	Date	20-12-2017
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Purpose of Issue			

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Planning Phasing Diagram - Level 03 - Indicative
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Project Title
Cherry Park

Drawing Title
**Site wide plan
Level 03
Planning Phases - Indicative**

Project Number	CP	Status	S0	Consultant
CP-PRP-ZA-LL-DR-A-07113	P00			PRP
Drawn	pxp	Date	24-07-2017	prp-co.uk London 020 7653 1200
Checked		Scale @ A3	1 : 1000	
Purpose of Issue				



Key

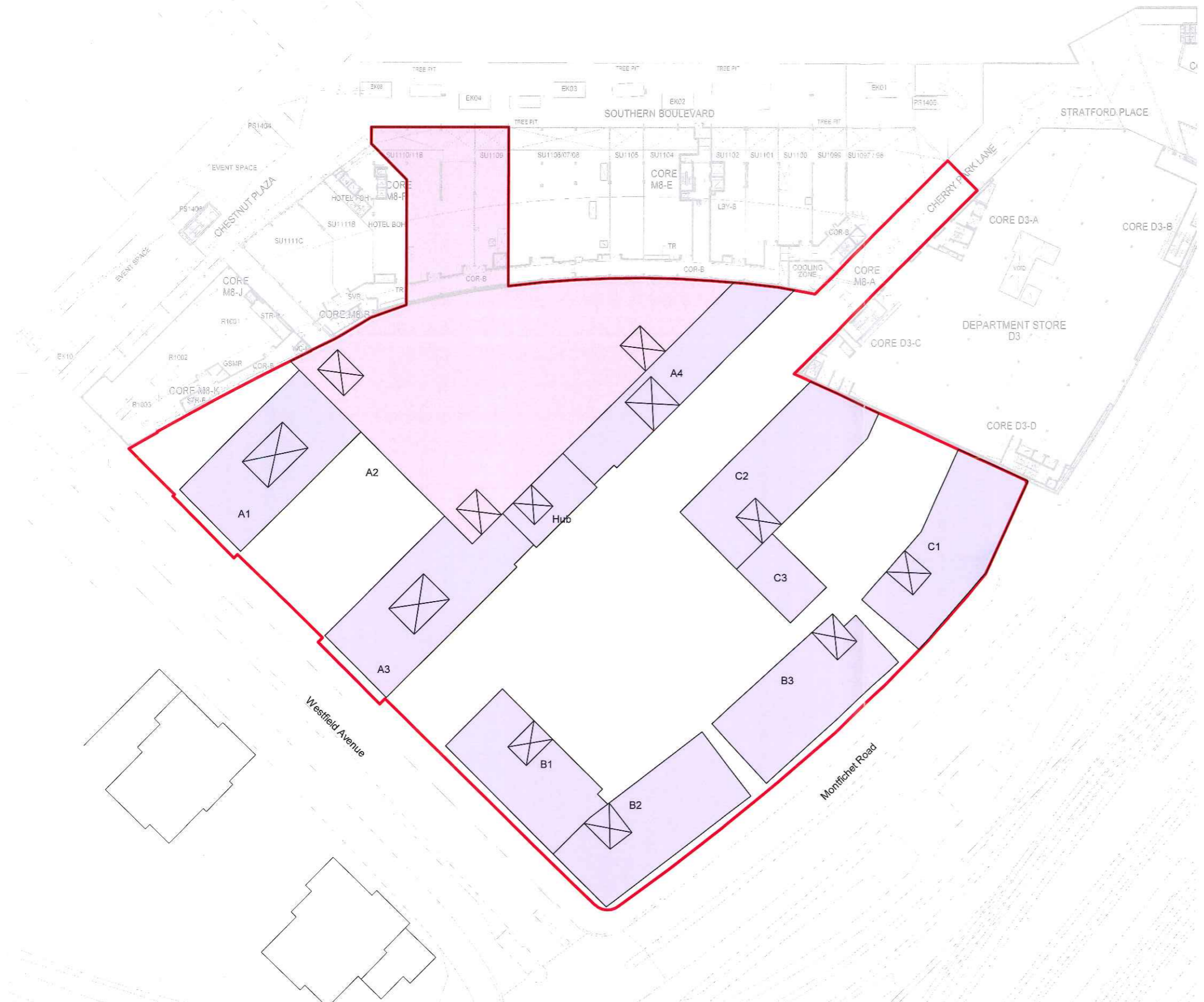
- Phase 1
- Phase 2
- Phase 3

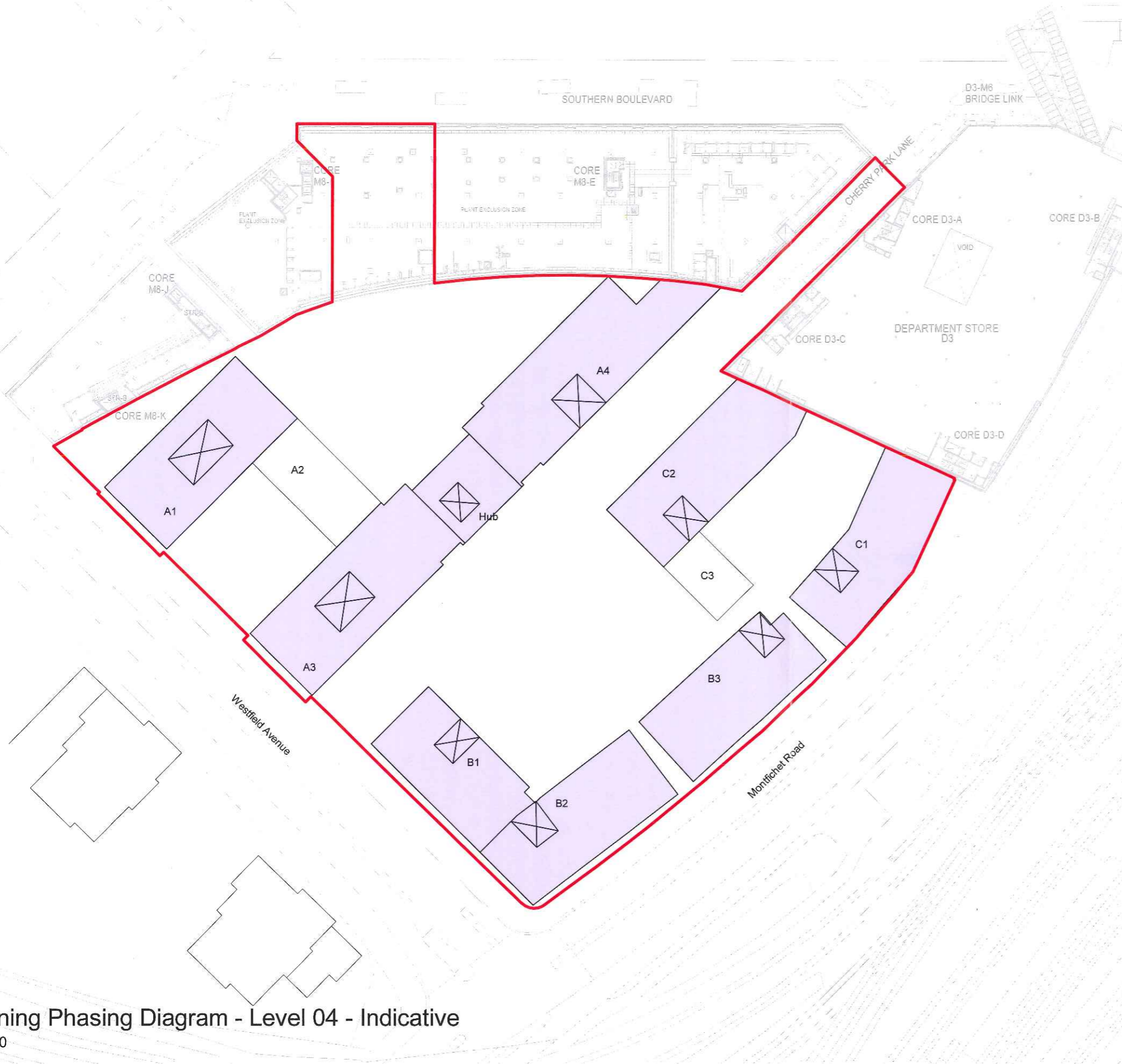
Cherry Park

[Signature]

[Signature]

[Signature]





LOCATION PLAN

Key

- Phase 1
- Phase 2
- Phase 3

Carver

[Signature]

[Signature]

[Signature]

Planning Phasing Diagram - Level 04 - Indicative

1 : 1000

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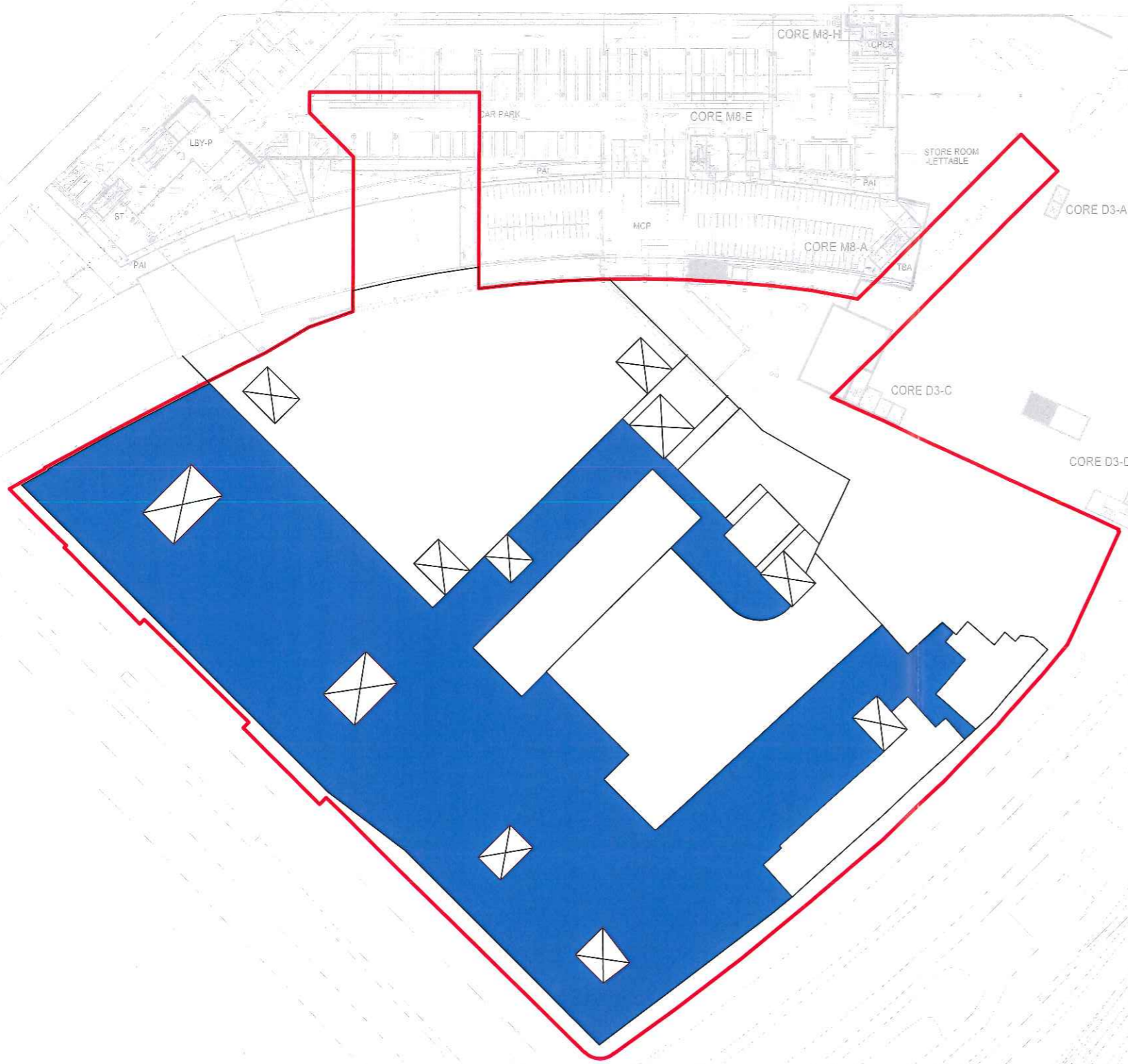
Project Title
Cherry Park

Drawing Title
 Site wide plan
 Level 04
 Planning Phases - Indicative

Project Number	CP	Status	S0
CP-PRP-ZA-LL-DR-A-07114		P00	
Drawn	pxp	Date	24-07-2017
Checked		Scale @ A3	1 : 1000
Purpose of Issue			

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APPENDIX 9
COMMON AREAS



LOCATION PLAN

Key

Common Areas

[Handwritten signatures]

Common Areas Diagram - Basement Level 1 - Indicative
1 : 1000

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P 00		First Issue

Dwn Ckd



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Project Title
Cherry Park

Drawing Title
Site wide plan
Basement Level 1
Common Areas - Indicative

Project Number CP

CP-PRP-ZA-LL-DR-A-07119 P00

Drawn pxp

Checked

Purpose of Issue

Status S0

Date 24-07-2017

Scale @ A3 1:1000

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LOCATION PLAN

Key

Common Areas

Handwritten signatures and initials in blue ink.

Common Areas Diagram - Above ground levels - Indicative
1 : 1000

Dimensions to be verified on site. Use figured dimensions only. Do not work from reduced scale drawings. Please refer to scale and sheet size as indicated.

Rev	Date	Description	Dwn	Ckd
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Project Title
Cherry Park

Drawing Title
Site wide plan
Above Ground Levels
Common Areas - Indicative

Project Number CP Status S0

CP-PRP-ZA-LL-DR-A-07120 P00

Drawn pxp Date 24-07-2017

Checked Scale @ A3 1 : 1000

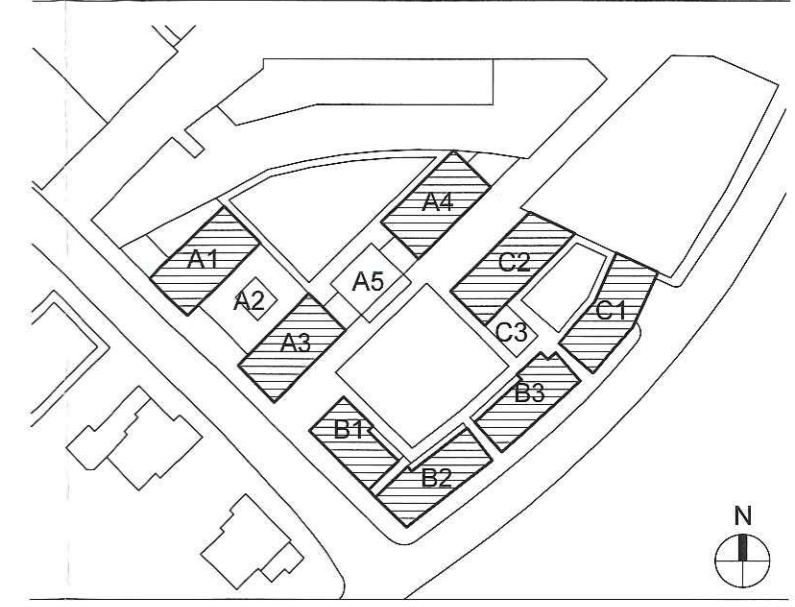
Purpose of Issue

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APPENDIX 10
CHERRY PARK LANE



LOCATION PLAN

Key

-  Cherry Park Lane Limits of Deviation *[Signature]*
-  Approximate location of closure of access to Cherry Park Lane (QEOP Permitted Closures)

[Handwritten signatures in blue ink]

Publicly accessible open space - Cherry Park Lane
1 : 1000

Dimensions to be verified on site.
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Project Title
Cherry Park

Drawing Title
Site wide plan
Cherry Park Lane
Publicly accessible open space

Project Number	CP	Status	S0
CP-PRP-ZA-LL-DR-A-07116		P00	
Drawn	pxp	Date	23-11-2017
Checked		Scale @ A3	1 : 1000
Purpose of Issue			

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APPENDIX 11
CHERRY PARK SQUARE



LOCATION PLAN

Key

 Cherry Park Square Limits of Deviation

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Publicly accessible open space - Cherry Park Square
1 : 1000

Dimensions to be verified on site. Use figured dimensions only. Do not work from reduced scale drawings. Please refer to scale and sheet size as indicated.

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Project Title
Cherry Park

Drawing Title
**Site wide plan
Cherry Park Square
Publicly accessible open space**

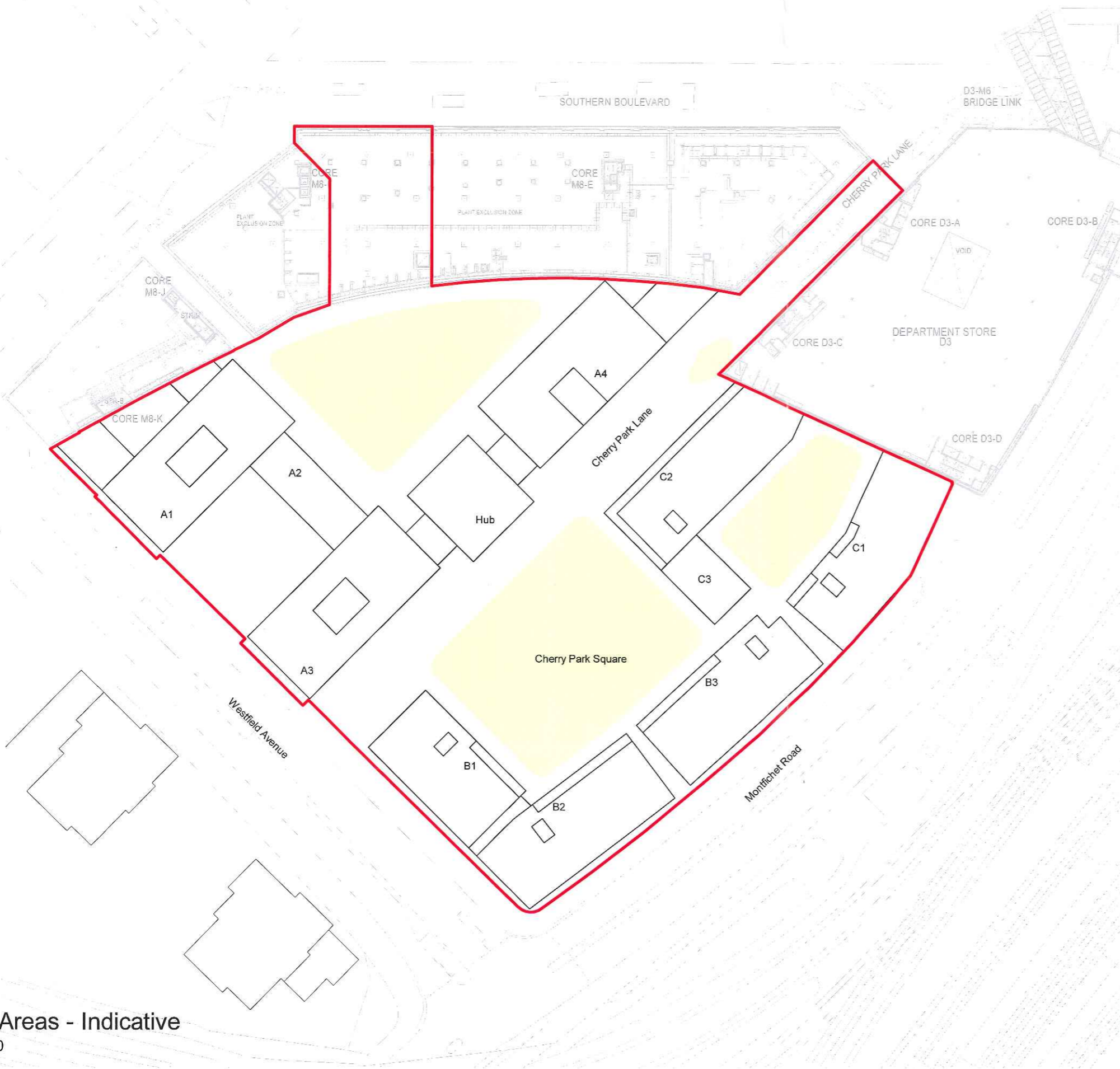
Project Number	CP	Status	S0
CP-PRP-ZA-LL-DR-A-07117		P00	
Drawn	pxp	Date	24-07-2017
Checked		Scale @ A3	1 : 1000
Purpose of Issue			

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APPENDIX 12
PLAY AREAS



LOCATION PLAN

Key

 Indicative Zones within which Play Areas will be located

Note:
Detailed dimensions and locations of Play Areas will be determined at reserved matters stage

Chris

[Handwritten signature]

[Handwritten signature]

Play Areas - Indicative
1 : 1000

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Project Title
Cherry Park

Drawing Title
Site wide plan
Above ground levels
Play Areas - Indicative

Project Number	CP	Status	S0	Consultant
CP-PRP-ZA-LL-DR-A-07118		P00		PRP
Drawn	pxp	Date	24-07-2017	
Checked		Scale @ A3	1 : 1000	
Purpose of Issue				

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APPENDIX 13

ADDITIONAL ZONE 1 ACCESS ROUTE



LOCATION PLAN

Key

 Additional Zone 1 Access Route

Chris

[Signature]

[Signature]

[Signature]

Additional Zone 1 Access Route

1 : 1000

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Project Title
Cherry Park

Drawing Title
 Site wide plan
 Additional Zone 1 Access Route
 Publicly accessible open space

Project Number CP Status S0

CP-PRP-ZA-LL-DR-A-07121 P00

Drawn pxp Date 14-12-2017

Checked Scale @ A3 1 : 1000

Purpose of Issue

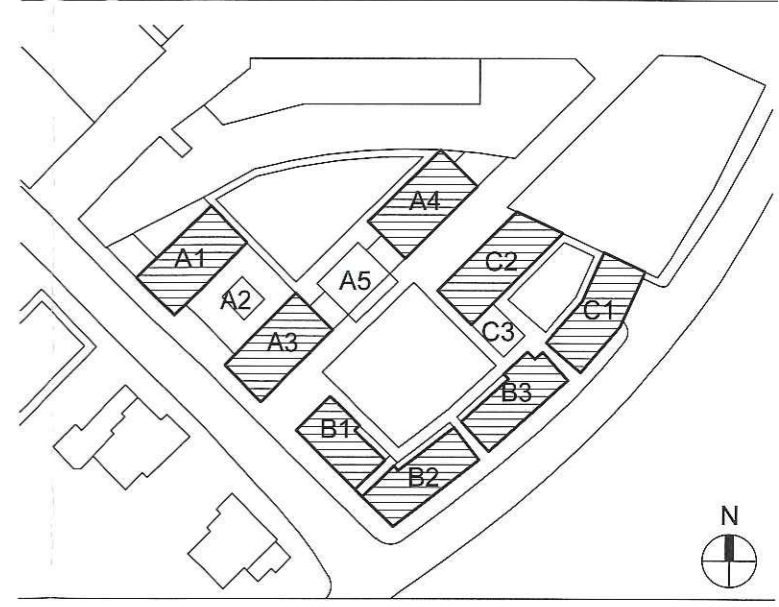
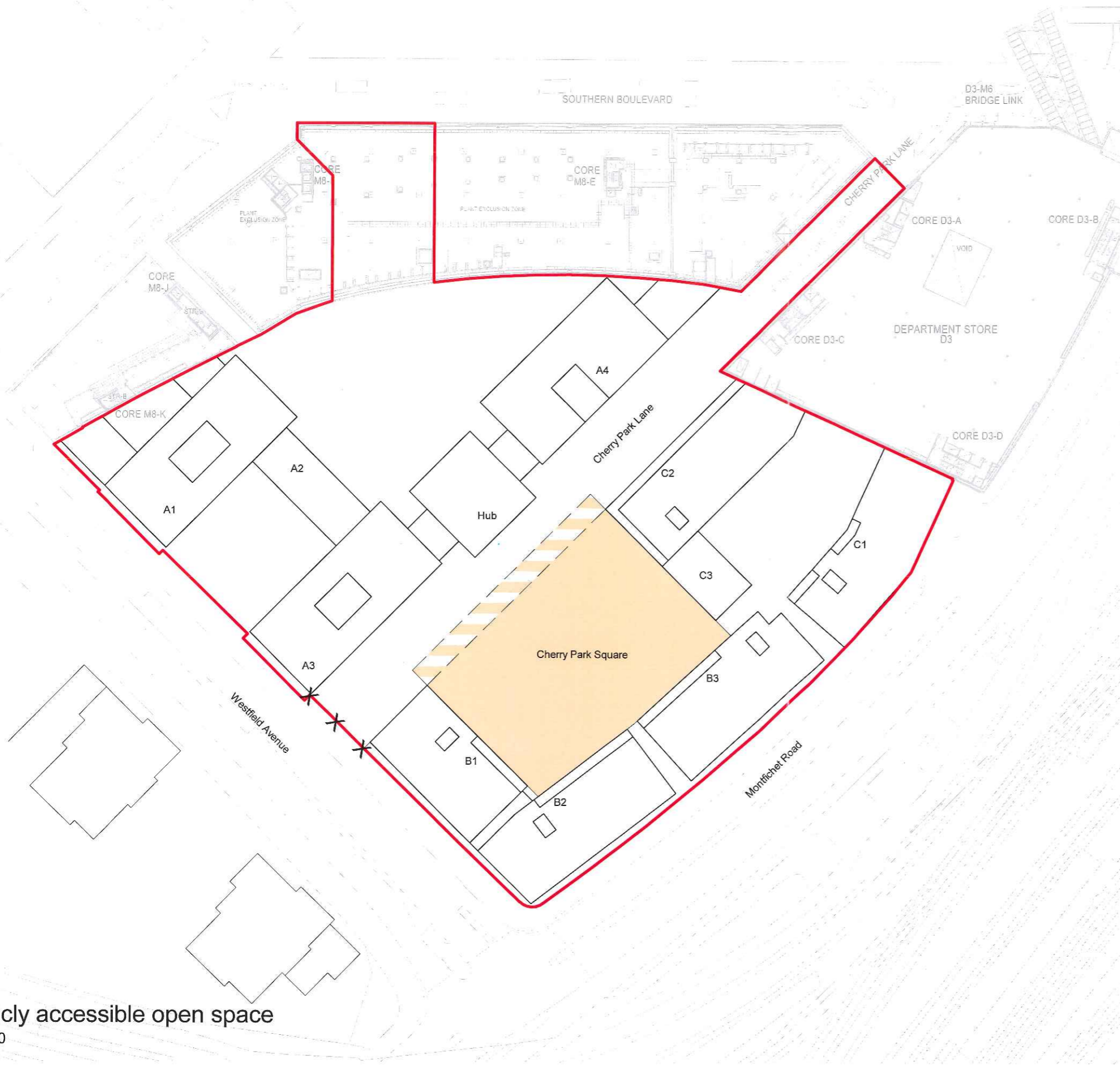
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

APPENDIX 14

QEOP PERMITTED CLOSURES LOCATION



LOCATION PLAN

Key

-  Cherry Park Lane Limits of Deviation
-  Cherry Park Square Limits of Deviation
-  Approximate location of closure of access to Cherry Park Lane (QEOP Permitted Closures)

Handwritten signatures and initials in blue ink.

Publicly accessible open space
1 : 1000

Dimensions to be verified on site. Use figured dimensions only. Do not work from reduced scale drawings. Please refer to scale and sheet size as indicated.

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Project Title
Cherry Park

Drawing Title
Site wide plan
Combined areas
Publicly accessible open space

Project Number	CP	Status	S0
CP-PRP-ZA-LL-DR-A-07115		P00	
Drawn	pxp	Date	23-11-2017
Checked		Scale @ A3	1 : 1000
Purpose of Issue			

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APPENDIX 15
PLAN OF QEOP

