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DATED 20th June 2018

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) GAPSUN PROPERTIES LIMITED

(3) L&A TRAD 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 Imperial Street, Bromley-By-Bow,
London, E3 3EA



Pinsent Masons

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THIS AGREEMENT is made on

20th June

2018

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**"); and
- (2) **GAPSUN PROPERTIES LIMITED** (Company Registration Number 8891150) of Hawke House, Old Station Road, Loughton, United Kingdom, IG10 4PL (the "**Owner**")
- (3) **L&A TRAD LIMITED** (Company Registration Number 9555396) of Solar House, 282 Chase Road, London N14 6NZ (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 Owner has a freehold interest in the Site registered at the Land Registry with Title Numbers EGL157494, EGL188457 and EGL331483 relating to part of the Site. At the date of this Agreement the Owner does not own the Exchange Land. Upon acquiring the freehold interest in the Exchange Land, the Developer shall enter into the Supplemental Agreement.
- (C) By a transfer of mortgage deed between (1) Lindhill Consultancy Services Limited and (2) the Mortgagee dated 4 June 2018, the Mortgagee has taken an assignment of the charge dated 9 July 2015 noted against the freehold titles identified in Recital (B) above and has agreed to enter into this Agreement to give its consent to the terms of this Agreement.
- (D) The Planning Application was validated by the LPA on 7 August 2017.
- (E) On 23 January 2018 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) 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

"**Affordable Housing**" has the meaning ascribed to it in Schedule 1

"**Additional Affordable Housing Units**" means any Residential Units to be provided as additional Affordable Housing pursuant to Schedule 2

"**Affordable Housing Units**" means the Baseline Affordable Housing Units together with the Additional Affordable Housing Units

"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
"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Baseline Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to Schedule 1
"Bromley-by-Bow SPD"	means the Bromley-by-Bow Supplementary Planning Document adopted by the LPA in April 2017
"Building"	means a building comprised in the Development being the building known as Plot D1 or one of the buildings identified as Civic Building, Parkside Building, Canalside Building and Railway Mews in Plot A as shown on Plan 2 and "Buildings" shall be construed as more than one such building
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than Preparatory Works and " Commence " and " Commenced " shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"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 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 Tower Hamlets 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)
"Exchange Land"	has the meaning given in the Supplemental Agreement;

"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 and " First Occupied " shall be construed accordingly
"GLA"	means the Greater London Authority or its successor in function
"Highway Authority"	means the Council and/or TfL (as appropriate for the relevant highway) or their successors in function
"Index"	means the All-In Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 15.2 and/or 15.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Masterplan Area"	means the southern part of the area covered by the Bromley-by-Bow SPD comprising phases 1, 2 and 3 identified on Map 17 of the Bromley-by-Bow SPD, and " Phase 1 " shall mean the area identified as phase 1 on that map
"Non Residential Unit"	means a unit provided as part of the Development falling within Use Class A1, A3, A4, B1
"Occupy", "Occupied" 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
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word " Party " shall mean either one of them
"Plan 1"	means the plan marked "Plan 1" attached at Appendix 1 of this Agreement showing the Site
"Plan 2"	means the plan marked "Plan 2" attached at Appendix 1 of this Agreement identifying the Buildings comprised within the Development
"Plan 3"	means the plan marked "Plan 3" attached at Appendix 1 of this Agreement identifying the initial location of the Car Club Spaces comprised within the Development for the purposes of Schedule 3
"Plan 4"	means the plan marked "Plan 4" attached at Appendix 1 of this Agreement identifying the area within which the Sports Contribution shall be applied for the purposes of Schedule 5

"Plan 5"	means the plan marked "Plan 5" attached at Appendix 1 of this Agreement identifying the location of the Play Areas and Publicly Accessible Open Space for the purposes of Schedule 9
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 17/00344/FUL by the LPA for the demolition of existing buildings and the development of a mixed-use scheme to include five buildings, ranging between 3 and 14 storeys in height, which would comprise up to 407 residential units (Use Class C3), up to 339 sqm of employment space (Use Class B1), and up to 274 sqm of flexible retail space (Class A1/A3/A4), together with the provision of basement cycle parking, street level car parking, public realm, vehicular access and the replacement of the adjacent river wall
"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 4 of this Agreement
"Preparatory Works"	means the following enabling works: <ul style="list-style-type: none"> (a) archaeological investigations; (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions; (c) site clearance; (d) demolition of existing buildings On Site; (e) the erection of hoardings or other means of enclosure for site security operations; (f) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development; (g) (so far as is necessary) the creation of temporary access to the Site; and (h) (so far as is necessary) the diversion of services
"Private Residential Units"	means Residential Units which are not Affordable Housing Units
"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)

"Requisite Consents"	means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Residential Unit"	means a residential unit provided as part of the Development
"River Wall Works"	means the works to replace the river wall comprised in the Development
"Site"	means the land shown edged red on Plan 1
"Substantial Implementation"	<p>means Commencement of Development has occurred in addition to the following:</p> <ol style="list-style-type: none"> 1. the Preparatory Works have been completed and either one of paragraph 2 or 3 below applies; 2. all of the following have been completed: <ol style="list-style-type: none"> a. the River Wall Works; b. construction up to the 3rd floor of Canal Building; c. all ground works including the basement under the Civic Building; d. the construction of the ground floor slab of the Park Building and Railway Mews; e. the construction of the ground floor slab on the Civic Building; or 3. construction up to the 4th floor of the Plot D1 has been completed <p>and the building elements described herein are defined on Plan 2 and "Substantially Implement" and "Substantially Implemented" shall be construed accordingly</p>
"Supplemental Agreement"	means the supplemental deed in the form attached at Appendix 3 of this Agreement for the purposes of ensuring that the obligations, covenants and undertakings on the part of the Developer in this Agreement shall be binding upon all relevant freehold and leasehold interests then existing in the Exchange Land;
"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

“Viability 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 nominated in accordance with Clause 10.7.2 of this Agreement

“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;
- (d) Recital is to a Recital to this Agreement; and
- (e) Plan, is to a plan annexed to this Agreement as an Appendix;

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

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

1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;

1.2.4 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 not 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 2.4, 2.6 and 2.7 references to the Developer in this Agreement include:-

- (a) the Owner;
- (b) persons deriving title from the Owner; and
- (c) the Owner's 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 10 (ten) 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 approval or other Consent for the purposes of this Agreement.

1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-

1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and

1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

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 2.4, 2.6 and 2.7 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 interest 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 obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 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;
 - 2.4.2 individual occupiers of the Affordable Housing Units;
 - 2.4.3 individual owners and occupiers of the Private Residential Units and their individual mortgagees and chargees;
 - 2.4.4 individual occupiers or lessees of individual Non Residential Units who are in physical Occupation of such units;
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 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.
- 2.10 Subject to Clause 2.11 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.
- 2.11 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 and/or section 106A 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 the Commencement of Development

save for the following provisions which shall come into effect immediately upon completion of this Agreement:

- 1. Clauses 1, 2, 3, 4.1.1 (but only in respect of the provisions set out in paragraphs 2-5 below), 4.1.2, 4.1.3, 6, 7, 10, 12, 13, 14, 17, 18 and 19;
- 2. Paragraphs 2.2 and 6 of Schedule 3;
- 3. Paragraph 2.1.1 of Schedule 5;
- 4. Paragraph 3.1 of Schedule 6; and
- 5. Schedule 7

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 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 including the Schedules hereto;
- 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;
- 4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development 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; and
- 4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

4.2 The Developer covenants with the LPA that at the date of this Agreement it is both the legal and equitable owner of the freehold interests in the Site registered at the Land Registry with Title Numbers EGL157494, EGL188457 and EGL331483.

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 Subject to Clauses 5.5 and 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.
- 5.3 Subject to paragraph 5.5 and 5.6, 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.
- 5.4 Subject to paragraph 5.5 and 5.6, the LPA covenants with the Developer that it will repay 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 PROVIDED THAT no such obligation to repay shall apply to the LPA's monitoring fee payable pursuant to clause 14.1.2.
- 5.5 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 Clauses 5.2 to 5.4 shall cease to apply in respect of those monies.
- 5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be:
- 5.6.1 applied by that Other Statutory Authority for the purposes for which they have been paid; and
 - 5.6.2 repaid to the Developer (or the person who made the payment if not the Developer) if such monies have not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the Other Statutory Authority.
- 5.7 Without prejudice to paragraphs 5.5 and 5.6, the LPA shall upon receipt of any instalment of the A12 Junction Contribution pay such sums to TfL and shall seek assurances from TfL that:
- 5.7.1 the A12 Junction Contribution shall be applied solely by TfL towards the A12 Junction Works; and
 - 5.7.2 if such sums are not committed to the A12 Junction Works within 10 years of receipt of the first instalment of the A12 Junction Contribution any uncommitted sums shall be returned to the LPA

and thereafter the LPA's requirement to comply with Clauses 5.2 to 5.4 shall cease to apply in respect of those monies and the LPA shall apply any such monies towards the provisions of Affordable Housing in its administrative area.

6. MORTGAGEE

- 6.1 The Mortgagee acknowledges and declares that:-
- 6.1.1 this Agreement has been entered into by the Owner with its consent;

6.1.2 the Site is bound by the obligations contained in this Agreement; and

6.1.3 the security of the Mortgagee over the Site shall take effect subject to this Agreement.

6.2 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.

7. NOTICES

7.1 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:-

7.1.1 if delivered by hand, the next Working Day after the day of delivery; and

7.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

7.2 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

Owner:

Address: Gapsun Properties Limited
Hawke House
Old Station Road
Loughton
Essex IG10 4PL

For the attention of: Hayden Smith

7.3 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.

8. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

8.1 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 notification to such effect.

8.2 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 notification to such effect.

9. 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.

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) of £ 5,137.56 ;

14.1.2 the sum of £6,600 being the LPA's fee for monitoring the Developer's compliance with the obligations contained in this Agreement

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 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 27 July 2017 until the date such sums are paid (unless otherwise stated in this Agreement) PROVIDED THAT no indexation shall apply to the LPA's monitoring fee payable pursuant to clause 14.1.2.

15.3 Save as otherwise expressly provided in this Agreement, where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from 27 July 2017 until the date the sum or value falls to be considered or applied.

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. SUPPLEMENTAL AGREEMENT

17.1 Within 7 Working Days of the Developer acquiring the freehold interest in the Exchange Land it shall:

17.1.1 notify the LPA of such transaction;

17.1.2 procure the execution of the Supplemental Agreement by the Developer and any other parties other than the LPA; and

17.1.3 release the executed Supplemental Agreement to the LPA for completion.

17.2 The Developer covenants that prior to the Commencement Date the Supplemental Agreement shall be completed and delivered to the LPA and that the Development shall not Commence unless the Supplemental Agreement has been completed and delivered to the LPA.

18. JURISDICTION AND LEGAL EFFECT

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

18.2 The provisions of this Agreement (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

19. 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.

AFFORDABLE HOUSING

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
- "Affordable Housing Plans"** means:
- (a) drawing numbers 1618/SK-305, 1618/SK-306, J14.157/SK-185, J14.157/SK-186, J14.157/SK-187, J14.157/SK-188 showing the location of the Baseline Affordable Housing Units and the Wheelchair Affordable Housing Units; and
 - (b) the corresponding schedules to those drawings
- which are attached at Appendix 2 of this Agreement as the same may be amended from time to time with the prior written approval of the LPA.
- "Affordable Housing Contracts"** means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider
- "Affordable Housing Management Scheme"** means a scheme specifying:-
- (a) management, maintenance and servicing arrangements for the Affordable Housing Units; and
 - (b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charges
- "Affordable Housing Provider"** means a provider of Affordable Housing approved in respect of the Development pursuant to paragraph 2.1 of this Schedule
- "Affordable Rented Housing"** means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents
- "Affordable Rent Units"** means the Affordable Housing Units provided as Affordable Rented Housing at London Affordable Rents pursuant to the terms of this Schedule

"CPI"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it								
"Eligibility Criteria"	means the household has a maximum annual income of £90,000 or such other maximum income as may be specified in the London Plan (and updated in the Annual Monitoring Report) or where paragraphs 4.2 and 4.3 of this schedule apply a maximum annual income of £60,000								
"Grant Funding"	means any capital funding provided by the HCA, GLA or any other public body for the delivery of additional Affordable Housing in the Development								
"Intermediate Housing"	means submarket housing which is above guideline target rents determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership Housing or London Living Rent provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan (March 2016)								
"London Affordable Rents"	means the weekly rents (exclusive of service charge) published annually by the Greater London Authority for London Affordable Rent, the benchmarks for 2017/18 are set out in the table below:								
	<table border="1"> <thead> <tr> <th>Bedroom size</th> <th>2017-18 Benchmark</th> </tr> </thead> <tbody> <tr> <td>Bedsit and 1 bedroom</td> <td>£144.26</td> </tr> <tr> <td>2 bedrooms</td> <td>£152.73</td> </tr> <tr> <td>3 bedrooms</td> <td>£161.22</td> </tr> </tbody> </table>	Bedroom size	2017-18 Benchmark	Bedsit and 1 bedroom	£144.26	2 bedrooms	£152.73	3 bedrooms	£161.22
Bedroom size	2017-18 Benchmark								
Bedsit and 1 bedroom	£144.26								
2 bedrooms	£152.73								
3 bedrooms	£161.22								
	and which such 2017/18 benchmarks will be updated annually each April by the GLA by the increase in the CPI (the previous September) plus 1% or such other method as may be specified by the Department for Communities and Local Government or their successors in function								
"London Living Rents"	means the maximum rent levels (inclusive of service charges) applicable to the Site published by the Greater London Authority annually for affordable housing for middle-income Londoners known at the date of this Agreement as "London Living Rent"								
"Lower Income Cap Units"	means 50% of the Shared Ownership Units in the locations approved by the LPA pursuant to paragraph 4.2 to be targeted to households with annual incomes of £60,000 in accordance with the provisions of this Schedule								
"Model Form of Lease"	means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide from time to time								
"National Rent Regime"	means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing on the Rent Standard (May 2014) and the Welfare Reform Act (2016) (as the same may be amended or superseded)								
"Perpetuity"	means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit								

"Rent Reductions"	means where applicable the reduction of social housing rents by one per cent a year for four years and to 2020 pursuant to the Welfare Reform and Work Act 2016 the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016
"Rent Standard Guidance"	means the HCA's "Rent Standard Guidance" published in April 2015 or any successor guidance
"Rents and Nominations Agreement"	means the Council's standard rents and nominations agreement
"Shared Ownership Housing"	a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease
"Shared Ownership Units"	means the Affordable Housing Units provided as Shared Ownership Housing pursuant to the terms of this Schedule
"Social Rented Housing"	means rented housing for which guideline target rents are determined through the National Rent Regime
"Staircasing"	means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit

2. AFFORDABLE HOUSING PROVIDER

2.1 Prior to the Commencement of Development the Developer shall submit to the LPA and obtain its approval to a list of companies or organisations involved in the provision of Affordable Housing who if approved shall be capable of being Affordable Housing Providers for the Development.

3. BASELINE AFFORDABLE HOUSING PROVISION

3.1 Not less than 72 Residential Units shall be provided as Shared Ownership Units in accordance with the provisions of this Schedule.

3.2 Not less than 41 Residential Units shall be provided as Affordable Rent Units in accordance with the provisions of this Schedule.

3.3 The Affordable Housing Units to be provided pursuant to paragraphs 3.1 and 3.2 above shall comprise the following unit size mix:-

	1 bedroom	2 bedroom	3 bedroom	Total number of units
Shared Ownership Units	8	53	11	72
Affordable Rent Units	11	25	5	41

- 3.4 The Affordable Housing Units shall be provided in the agreed locations shown on the Affordable Housing Plans unless otherwise agreed in writing with the LPA and shall be tenure blind from the Private Residential Units.
- 3.5 Not more than fifty per cent (50%) of the Private Residential Units shall be Occupied until 50% of the Affordable Housing Units:
- 3.5.1 are Completed and ready for Occupation; and
 - 3.5.2 subject always to paragraph 3.7 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- 3.6 Not more than seventy per cent (70%) of the Private Residential Units shall be Occupied until one hundred (100%) of the Affordable Housing Units:
- 3.6.1 are Completed and ready for Occupation; and
 - 3.6.2 subject always to paragraph 3.7 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.
- 3.7 In the event that the Developer is an Affordable Housing Provider paragraphs 3.5.2 and 3.6.2 shall not apply.

4. **AFFORDABILITY CRITERIA**

Shared Ownership Units

- 4.1 Without prejudice to paragraphs 4.2 and 4.3 the cost of rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the Greater London Authority from time to time in the London Plan (and updated in the Annual Monitoring Report) and it is acknowledged that at the date of this Agreement the applicable income threshold is £90,000 per annum.
- 4.2 Prior to First Occupation the Developer shall submit details of the proposed locations of the Lower Income Cap Units to the LPA for approval and the Development shall not be First Occupied until the proposed locations of all of the Lower Income Cap Units are approved in writing by the LPA.
- 4.3 Prior to the disposal or First Occupation of any Lower Income Cap Unit the Developer shall submit and obtain the approval of the LPA to a scheme containing the following information relating to the Lower Income Cap Units:
- 4.3.1 details of how rent and/or mortgage payments and service and estate charges in relation to the Lower Income Cap Units will be affordable to households with annual incomes of £60,000 or less; and
 - 4.3.2 details of how the Lower Income Cap Units will be marketed to households with annual incomes of £60,000 or less.
- 4.4 For a period commencing no later than the Completion of each Lower Income Cap Unit until the end of the period of 6 months from the date of Completion of the relevant Lower Income Cap Unit the Developer shall use Reasonable Endeavours to dispose of the Lower Income Cap Unit to a household with an annual income of £60,000 or less in accordance with the scheme approved pursuant to paragraph 4.3 above **PROVIDED THAT** if at the end of such period the relevant Lower Income Cap Unit is not the subject of an accepted offer to purchase by a household with an annual income of £60,000 or less:
- 4.4.1 the Developer shall submit a written report to the LPA detailing the steps it has taken to fulfil its Reasonable Endeavours obligation; and

- 4.4.2 the Lower Income Cap Unit may thereafter be disposed of pursuant to paragraph 4.1 only.

Affordable Rent Units

- 4.5 The rent (exclusive of service charge) charged for the first letting of any Affordable Rent Units shall not exceed the lower of:

- 4.5.1 the London Affordable Rent; and
4.5.2 80% of local market rent

applicable at the date of the first tenancy and rents during the period of any tenancy shall be subject to the Rent Standard Guidance and any Rent Reductions.

- 4.6 The rents (exclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rent Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the lower of:

- 4.6.1 London Affordable Rent; and
4.6.2 80% of local market rent

applicable at the date of the relevant letting or renewal unless otherwise agreed in writing with the LPA, and rents during the period of any tenancy shall be subject to Rent Setting Guidance and any Rent Reductions.

5. **RESTRICTION ON OCCUPATION OF BASELINE AFFORDABLE HOUSING UNITS**

- 5.1 No Shared Ownership Unit provided under the terms of this Schedule shall be disposed of to a household which does not meet the applicable Eligibility Criteria.
- 5.2 No Affordable Rent Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rent Unit in Perpetuity and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

6. **GRANT FUNDING**

- 6.1 The Developer shall:-
- 6.1.1 use Reasonable Endeavours to secure Grant Funding;
- 6.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;
- 6.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.
- 6.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to paragraph 6.1 above.
- 6.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.
- 6.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant

Funding or the date of Substantial Implementation notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").

6.5 In respect of the disposal of any Grant Funded Unit to a person which meets the Eligibility Criteria the purchase price of the initial share shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.

6.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.

7. **WHEELCHAIR AFFORDABLE HOUSING UNITS**

7.1 The Developer shall:-

7.1.1 provide not less than 10% of the Baseline Affordable Housing Units as accessible or easily adaptable dwellings for wheelchair users across all unit sizes and tenures (the "**Wheelchair Affordable Housing Units**");

7.1.2 not carry out any works comprised in the Development beyond Substantial Implementation until details of the location of the Wheelchair Affordable Housing Units (including 1:50 floor plans of the proposed units) have been submitted to and approved by the LPA;

7.1.3 notify the LPA at least 6 months prior to Completion of each Wheelchair Affordable Housing Unit and thereafter from the date of such notification until the date of Completion of such unit:

(a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and

(b) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user

PROVIDED THAT in the event that any such unit has either not been sold or a tenancy has not been granted to a household including a wheelchair user by the date of Completion of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to and approved by the LPA then the Developer shall be entitled to market, let or sell (as appropriate) that unit to any household

7.2 For each and every subsequent letting of a Wheelchair Affordable Housing Unit, the Developer shall:

7.2.1 actively market the unit as a Wheelchair Affordable Housing Unit;

7.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user and which (in the case of a Shared Ownership Unit only) meets the Eligibility Criteria, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 7.2.3; and

7.2.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user and which (in the case of a Shared Ownership Unit only) meets the Eligibility Criteria, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction

of its obligations in paragraph 7.2.1 and 7.2.2) and shall, at the LPA's request, meet with the LPA and/or Council to discuss a strategy for the future marketing of the Wheelchair Affordable Housing Units.

8. GENERAL

8.1 The Developer shall ensure that:

8.1.1 the design construction and layout of the Affordable Housing Units meets the London Mayor's Housing Supplementary Planning Guidance on Housing (March 2016);

8.1.2 the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to:

- (a) deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract; and
- (b) advertise and allocate the Shared Ownership Units via the GLA's London-wide First Steps platform.

8.2 No Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and thereafter:

8.2.1 the Affordable Housing Management Scheme shall be implemented; and

8.2.2 the Affordable Housing Units shall be managed, maintained and marketed (including the levying of service charge and any estate or other charges) in accordance with the approved Affordable Housing Management Scheme.

8.3 In the event that paragraph 3.7 applies the Affordable Housing Provider shall comply with paragraphs **Error! Reference source not found.** and **Error! Reference source not found.** in the absence of an Affordable Housing Contract.

8.4 The provisions of this Schedule will not bind:-

8.4.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or chargee of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise appointed by such mortgagee or chargee of such Affordable Housing Provider or owner nor any administrator howsoever appointed including a housing administrator and who exercises any power of sale **PROVIDED THAT:-**

- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
- (b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
- (c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 8.4.1(b) above within the said three month period the said mortgagee

or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units;

- 8.4.2 any Shared Ownership Unit where one hundred per cent of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;
 - 8.4.3 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
 - 8.4.4 any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
 - 8.4.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 8.4.1 to 8.4.4.
- 8.5 The Developer will procure that the Transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.
- 8.6 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.
- 8.7 No Affordable Rent Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of the Affordable Rent Units and evidence thereof has been provided to and approved in writing by the LPA.

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

"Actual Build Costs"

means the actual build costs comprising demolition, construction and external works of the Development incurred at the relevant Review Date supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Developer's quantity surveyor, costs consultant or agent

and building costs excludes all internal costs of the Developer including but not limited to:

- (a) project management costs;
- (b) overheads and administration expenses;
- (c) professional, finance, legal and marketing costs

to be assessed by the LPA, plus the Sports Contribution payable pursuant to Schedule 5 of this Agreement which it has been agreed between the Parties may be added as an additional element of Actual Build Costs

"Additional Affordable Housing"

means Affordable Housing to be provided as part of the Development in addition to the Baseline Affordable Housing Units pursuant to the terms of this Schedule and which shall be subject to the Affordable Housing Cap

"Additional Affordable Housing Scheme"

means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review or Development Break Review concludes that Additional Affordable Housing is capable of being provided within the Development and which:

- (a) confirms which previously intended Private Residential Units are to be converted into Additional Affordable Housing Units;
- (b) shows the location, size and internal layout of each Additional Affordable Housing Unit with reference to plans and drawings approved as part of the Planning Application;
- (c) ensures that at least 10% of the Additional Affordable Housing Units is accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;

	(e) identifies any Partial Unit Contribution
"Affordable Housing Cap"	means 50 per cent of the Residential Units provided as Affordable Housing Units in a 60% (Affordable Rented Housing/Social Rented Housing) 40% (Intermediate Housing) tenure split
"Application Stage Build Costs"	means £101,540,119 (ONE HUNDRED AND ONE MILLION FIVE HUNDRED AND FORTY THOUSAND ONE HUNDRED AND NINETEEN POUNDS) being the cost of demolition, construction, external works and assumed contingency allowance determined by the Baseline Appraisal
"Application Stage GDV"	means the estimated gross development value established by the Baseline Appraisal being £175,460,015 (ONE HUNDRED AND SEVENTY FIVE MILLION FOUR HUNDRED AND SIXTY THOUSAND AND FIFTEEN POUNDS)
"Average Affordable Housing Values"	means the average value of Affordable Housing Unit floorspace per square metre within the Development at the Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
"Average Private Residential Values"	means the average value of Private Residential Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value and PROVIDED FURTHER THAT where bulk sales of more than one Private Residential Unit are concluded then details of any such bulk sales (how many units and the scale of any discounts) shall also be provided.
"Baseline Appraisal"	means "Savills (UK) Ltd Development Appraisal Imperial Street. Baseline Appraisal for Review 20% AFH 50:50. Agreed Inputs. Amended Profit Report Date: 22 January 2018"
"Component of	means a part of the Development including but not limited to:

Development"	<ul style="list-style-type: none"> (a) Private Residential Unit; (b) Affordable Housing Unit; (c) Non-Residential Unit (d) any other floorspace; (e) property; (f) land; (g) any other component at the Development
"Development Break"	means a continuous period of 12 months or more after the Substantial Implementation Long Stop Date or after the agreement of an Early Stage Review (whichever takes place first) in which no material construction works take place to materially progress the Development
"Development Break Review"	means the upwards only review of the financial viability of the Development at the Planned Resumption Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development
"Development Break Review Submission"	<p>means the following information to be submitted by the Developer to the LPA on an open book basis:</p> <ul style="list-style-type: none"> (a) the applicable Development Viability Information; (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme
"Development Viability Information"	<p>means the following information:</p> <ul style="list-style-type: none"> (a) Review Stage GDV; (b) Estimated GDV; (c) Average Private Residential Values; (d) Average Affordable Housing Values; (e) Actual Build Costs; (f) Estimated Build Costs; <p>AND including in each case supporting evidence to the LPA's reasonable satisfaction</p>

"Early Stage Review"	means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 2 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development
"Early Stage Review Submission"	<p>means the following information to be submitted by the Developer to the LPA on an open book basis:</p> <ul style="list-style-type: none"> (a) the applicable Development Viability Information; and (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme.
"Estimated Build Costs"	means the estimated build costs of the Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account and are in accordance with the Actual Build Costs to be assessed by the LPA
"Estimated GDV"	means the estimated Open Market Value of all the remaining Components of the Development not disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA
"Formula 1"	<p>means the following formula to be applied at any Early Stage Review and/or Development Break Review for determining surplus profit available for Additional Affordable Housing:</p> <p>X = Surplus profit available for Additional Affordable Housing</p> $X = (A - B) - (C - D) - P$ <p>A = Updated GDV (£) B = Application Stage GDV (£) C = Updated Build Costs (£) D = Application Stage Build Costs (£) P = (A - B) * Y; Developer profit on change in GDV (£) Y = Target Return (%)</p>
"Formula 2"	<p>means the following formula for determining the amount of Additional Affordable Housing where the application of Formula 1 identifies a surplus profit:</p> <p>X = Additional Affordable Rented Housing requirement (Habitable Rooms)</p> $X = ((E * F) \div (A - B)) \div D$

Y = Additional Intermediate Housing requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

A = Average value of market housing per m² (£)

B = Average value of Affordable Rented Housing per m² (£)

C = Average value of Intermediate Housing per m² (£)

D = Average Habitable Room size for Development (m²)

E = Surplus profit available for Additional Affordable Housing (as determined applying Formula 1) (£)

F = 50%

G = 50%

"Habitable Room"

means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

"Memorandum"

means a memorandum made in accordance with paragraph 7 of this Schedule

"Non-Open Market Value"

means a value below the Open Market Value, for example due to a disposal or other related transaction:

- (a) to a purchaser who is connected in any way to the vendor grantor transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988;
- (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor grantor transferor or lessor and a willing purchaser; and/or
- (c) where a transaction artificially reduces the value of a Private Residential Unit or Affordable Housing Unit which may include without limitation the following types of transaction:
 - (i) transactions between the Developer and subsidiary companies of the Developer
 - (ii) transactions between the Developer and its employees
 - (iii) transactions involving loans from the Developer
 - (iv) transactions involving other forms of deferred consideration
 - (v) transactions involving finance deals
 - (vi) transactions involving other property not comprised in the Development
 - (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Residential Units or Affordable Housing Units;

(viii) transactions involving renting or granting of a licence to occupy a Private Residential Unit (including for example as private rented sector dwellings or other models)

Provided always that where bulk sales of more than one Private Residential Unit are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non Open Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction.

"Open Market Value"

means the best price at which the disposal (being sale or lease or other form of disposal as the case may be and all leasehold interests in the development shall be for a term of not less than 125 years (unless a shorter term of years has been agreed prior in writing with the LPA) would have been completed unconditionally for cash consideration at the valuation date if it was offered on a market open to all assuming:

- a) the price at which a property will sell or be let in the open market as between a willing purchaser and willing seller OR willing lessor or willing lessees (as the case may be) acting at arm's length
- b) that prior to the date of valuation (which is to be carried out in accordance with the RICS Valuation Standards) there has been a reasonable period of not less than six months for the marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale
- c) where each party has acted knowledgeably prudently and without compulsion

AND excluding Non-Open Market Value

"Partial Unit Contribution"

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where an Early Stage Review or a Development Break Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 2 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 2)

"Planned Resumption Date"

means the anticipated date for resuming the Development following a Development Break

"Public Subsidy"

means any funding from the LPA and the GLA together with any additional public subsidy secured by the Developer to support the delivery of the Development

"Review Date"

means any and all of the Revised Substantial Implementation

Date and the Planned Resumption Date

"Review Stage GDV"

means the:

(i) value of all gross receipts from any disposal (whether freehold or long leasehold) of a Component of the Development prior to the relevant Review Date; and

(ii) Open Market Value of any Component of the Development that is the subject of an assured shorthold tenancy agreement or any short term let

AND which takes account of Public Subsidy and any Development related income from any other sources to be assessed by the LPA

"Revised Substantial Implementation Date"

means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date

"RICS Valuation Standards"

means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published

"Substantial Implementation Long Stop Date"

means the date 24 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission

"Target Return"

means the developer profit on Application Stage GDV of 20% on Private Residential Units, 15% on Non Residential Units and 6% on Affordable Housing Units as determined by the Baseline Appraisal

"Updated Build Costs"

means the sum of:

(a) Actual Build Costs; and

(b) Estimated Build Costs;

"Updated GDV"

means the sum of:

(a) Estimated GDV; and

(b) Review Stage GDV

"Viability Reviews"

means any and all of the Early Stage Review and the Development Break Review

"Viability Review Submissions"

means any and all of the Early Stage Review Submission and the Development Break Review Submission

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 2.1 The Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.

2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS THAT:

2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;

2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and

2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.

2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.

2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 10 of this Agreement.

3. **EARLY STAGE REVIEW**

3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:

3.1.1 not undertake any works which would constitute Substantial Implementation until the Early Stage Review Submission has been submitted to the LPA pursuant to paragraph 5.1 and the LPA has confirmed in writing that it is valid and complete pursuant to paragraph 5.3.2;

3.1.2 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and

3.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 Working Days before the Revised Substantial Implementation Date.

4. **DEVELOPMENT BREAK REVIEW**

4.1 The Developer shall notify the LPA in writing of a Development Break, and shall respond in writing to any written request from the LPA to confirm whether a Development Break has occurred.

4.2 Where a Development Break occurs the Developer shall:

4.2.1 not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until a Development Break Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule;

4.2.2 notify the LPA in writing of the Planned Resumption Date, and subsequently advise the LPA in writing of any change to the Planned Resumption Date; and

4.2.3 submit the Development Break Review Submission to the LPA prior to but not more than 40 Working Days before the Planned Resumption Date.

5. VIABILITY REVIEWS

5.1 The Developer shall give the LPA not less than 10 Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted, and no Viability Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.

5.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:

5.2.1 its reasonable and properly incurred internal costs (including officer time); and

5.2.2 its reasonable and properly incurred external surveying and legal costs

incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

5.3 Upon receipt of a Viability Review Submission:

5.3.1 In the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;

5.3.2 The LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 5.3 **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;

5.3.3 For a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA both acting reasonably and in good faith may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and where agreed between the parties this may result in revisions to the Viability Review Submission;

5.3.4 Within 40 Working Days of the Validation Date, the LPA shall confirm in writing that either:-

(a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or

(b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Housing; or

(c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and in the case of an Early Stage Review or a Development Break Review only the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 7 below.

5.4 In the event that pursuant to paragraph 5.3 above, the Developer and the LPA have not agreed the Viability Review Submission either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its reasonable endeavours to do so within 20

Working Days 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**".

- 5.5 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each Party shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Viability Review Submission.
- 5.6 In addition to the matters specified in paragraph 5.5, in making his determination the Viability Specialist shall have regard to:-
- 5.6.1 all relevant material submitted to him or her by the LPA and the Developer;
 - 5.6.2 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise;
 - 5.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.
- 5.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his or her decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 7 below.

6. **DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING**

- 6.1 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Housing is required to be provided the Developer shall prior to Occupation of more than 85% of the Private Residential Units:
- 6.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
 - 6.1.2 provide such Additional Affordable Housing in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation; and
 - 6.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist.
- 6.2 Where it is agreed or determined pursuant to an Early Stage Review or a Development Break Review that Additional Affordable Housing is required the Developer shall not Occupy more than 85% of the Private Dwellings unless and until:
- 6.2.1 the requirements of paragraph 6.1.2 have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
 - 6.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.

7. **MEMORANDUM**

- 7.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Housing Scheme), the Developer and the LPA shall record the Additional

Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

- 7.2 The LPA and the Developer agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:-

"The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20 "

- 7.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Housing Units being provided:-

- 7.3.1 the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;
- 7.3.2 the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and
- 7.3.3 the provisions in Schedule 1 shall apply to the Additional Affordable Housing Units.

SCHEDULE 3

TRANSPORT

1. DEFINITIONS

"A12 Junction Contribution"	means the sum of £2,500,000 (Indexed) to be applied towards the A12 Junction Works
"A12 Junction Works"	means proposals to enhance the A12 to reduce severance for pedestrians and cyclists and to facilitate enhancements to the local bus network including: (a) provision of a new traffic signal junction at Talwin Street, including controlled pedestrian and cycle crossings; and (b) provision of a new traffic signal junction to the north of Three Mill Lane, connecting to the safeguarded Sugar House bus, pedestrian and cycle bridge
"Car Club Spaces"	means the 2 car club parking spaces initially located within the Development in the area shown shaded green on Plan 3 and subsequently to be relocated to a location within the Development approved in writing by the LPA from time to time
"Construction Transport Management Group"	means the group set up under the terms of the Legacy Communities Scheme Permission to manage and coordinate the cumulative construction traffic impacts arising from the Legacy Communities Scheme and other developments
"Legacy Communities Scheme Permission"	means planning permission 11/90621/OUTODA as varied by 14/00036/VAR
"Legible London Contribution"	means the sum of £17,000 (Indexed) to be applied towards the Legible London Works
"Legible London Works"	means the design, manufacture and installation of 4 new signs at the main access and arrival points to the Site and/or the wider Masterplan Area
"Signage Contribution"	means the sum of £2,333 (Indexed) to be applied towards the Signage Update Works
"Signage Update Works"	means the update and/or replacement of existing signage in the vicinity of the Site and/or the wider Masterplan Area

2. A12 JUNCTION CONTRIBUTION

2.1 The Developer shall pay the A12 Junction Contribution to the LPA in the following instalments:

- 2.1.1 £250,000 (Indexed) on Commencement of the Development;
- 2.1.2 £1,125,000 (Indexed) prior to Occupation of more than 40% of the Private Residential Units; and
- 2.1.3 £1,125,000 (Indexed) prior to Occupation of more than 80% of the Private Residential Units.

2.2 No Development shall be Commenced until the Developer has paid £250,000 (Indexed) of the A12 Junction Contribution to the LPA.

2.3 Not more than 40% of the Private Residential Units shall be Occupied until the Developer has paid £1,375,000 (Indexed) of the A12 Junction Contribution to the LPA (being the total payable under paragraphs 2.1.1 and 2.1.2 above).

2.4 No more than 80% of the Private Residential Units shall be Occupied until the Developer has paid the full A12 Junction Contribution to the LPA.

3. **LEGIBLE LONDON CONTRIBUTION AND SIGNAGE CONTRIBUTION**

3.1 The Developer shall pay the Legible London Contribution and the Signage Contribution no later than one year prior to First Occupation.

3.2 No part of the Development shall be Occupied until the Developer has paid the Legible London Contribution and the Signage Contribution to the LPA.

4. **CAR CLUB**

4.1 The Developer shall:

4.1.1 procure at its own cost the Car Club Spaces and there shall be no Occupation of the Development unless and until the Car Club Spaces have been provided and demarcated as "car club parking only";

4.1.2 retain the Car Club Spaces for the life of the Development; and

4.1.3 procure a car club operator to provide 2 car club vehicles in the Car Club Spaces from First Occupation and to operate those car club vehicles or replacement vehicles in the Car Club Spaces for the life of the Development commencing on First Occupation.

4.2 The Developer shall:

4.2.1 offer the first household to Occupy each Residential Unit free membership for a period of 1 year for the use of the car club referred to in paragraph 4.1.3 such offer to be made no later than 1 month following first Occupation of each Residential Unit; and

4.2.2 where offers for membership are accepted within 3 months of the date of the relevant offer made pursuant to paragraph 4.2.1, provide free membership for a period of 1 year for the use of the car club referred to in paragraph 4.1.3 to the relevant household.

5. **ELECTRIC CHARGING POINT PROVISION**

5.1 The Developer shall ensure that:-

5.1.1 not less than 20% of the residential parking spaces comprised in the Development have electric vehicle charging point provision; and

5.1.2 not less than an additional 20% of the residential parking spaces comprised in the Development have passive provision.

6. **CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

6.1 With effect from the date of this Agreement the Developer shall:

6.1.1 notify the Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

6.1.2 if invited to attend meetings of the Construction Transport Management Group, send one or more representatives to such meetings; and

6.1.3 provide such information to the Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.

6.2 The obligation in paragraph 6.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

SCHEDULE 4

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"		means the modal split targets identified in the approved Travel Plan
"Monitoring Period"		means six months after First Occupation until five years after first Occupation of the final Building to be Completed
"Sustainable Measures"	Transport	means 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"		means the travel plan to be submitted to and approved by the LPA pursuant to paragraph 2 of this Schedule, together with any amendment thereto approved by the LPA in writing
"Travel Plan Monitoring"		means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) 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 the Development and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"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 Travel Plan

"Travel Plan Monitoring Report" means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the 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 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 Travel Plan have not been met) a proposed revision to the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means initially the period of 6 months commencing on first Occupation of a Residential Unit and thereafter annually on a rolling basis

2. TRAVEL PLAN

2.1 No later than one year prior to First Occupation the Developer shall:-

- 2.1.1 submit and obtain the LPA'S approval to a Travel Plan;
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 No part of the Development shall be Occupied until the Developer has:

- 2.2.1 submitted and obtained the LPA's approval to a Travel Plan; and
- 2.2.2 appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

2.3 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

2.4 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-

- 2.4.1 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 Travel Plan;
- 2.4.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

2.4.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';

2.4.5 contain measures aimed at:-

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
- (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 employees within the Development.

2.4.6 include a parking review plan which sets out:-

- (a) a strategy for periodic review of the parking spaces; and
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 parking space is offered to each resident or employee who is a disabled motorist in line with London Plan policy.

2.4.7 include a car parking management plan which sets out:-

- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

2.5 The Developer shall implement the approved Travel Plan during the life of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan.

2.6 No Development shall be Occupied other than in accordance with the approved Travel Plan.

3. TRAVEL PLAN MONITORING

3.1 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

3.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

3.3 Prior to the submission of a report referred to in paragraph 3.2 the Developer shall agree the structure of that report with the LPA.

3.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised 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.

4. MODAL SPLIT TARGETS

4.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Developer shall in the First Monitoring

Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

- 4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.
- 4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 5

EDUCATION, SPORTS, EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Considerate Constructors Scheme"	means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavement congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to respect of people;
"Council's Area"	means the administrative area of the Council
"Education Contribution"	means the sum of £333,963.00 Indexed to be applied in accordance with paragraph 2.2 of this Schedule;
"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 administrative area - the Legacy Communities Scheme Careers Programme Group and (b) in the London Borough of Tower Hamlets – the scheme known as Skillsmatch
"London Living Wage"	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA
"Shell and Core"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
"Sports Contribution"	means the sum of £100,000 Indexed to be applied towards the provision or upgrade of sports facilities in the Bromley-by-Bow area identified on Plan 4

2. EDUCATION CONTRIBUTION

- 2.1 The Developer shall pay the Education Contribution to the LPA in the following instalments:
- 2.1.1 50% prior to Commencement of Development and there shall be no Commencement of Development until the sum is paid; and
 - 2.1.2 50% prior to Occupation of 50% of Private Residential Units and there shall be no Occupation beyond 50% Private Residential Units until the sum is paid
- 2.2 The LPA shall apply the Education Contribution as follows:
- 2.2.1 towards the provision of a new primary school in the Masterplan Area; or

- 2.2.2 in the event that the construction of a new primary school in the Masterplan Area does not commence within 8 years of payment of the first instalment pursuant to paragraph 2.1.1 above, towards the provision or upgrade of sports facilities in the Bromley-by-Bow area identified on Plan 4.

3. SPORTS CONTRIBUTION

- 3.1 The Developer shall pay the Sports Contribution to the LPA prior to the date of Substantial Implementation and no works comprised in the Development beyond Substantial Implementation shall be carried out until the Sports Contribution is paid.

4. DELIVERY OF NON RESIDENTIAL UNITS

- 4.1 No Residential Units in any Building shall be Occupied until all of the Non Residential Units located within that Building have been Completed to Shell and Core.

5. LOCAL LABOUR AND LOCAL BUSINESS

- 5.1 The Developer shall 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 of the Non Residential Units (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that:-

- 5.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
- 5.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 5.1.3 the recruitment of persons living in the Council's Area accounts for at least 25% of the construction jobs arising from the Development;
- 5.1.4 the recruitment of persons living in the Council's Area accounts for a total of between at least 25% of the end-use jobs at the Development, with a target of 85%;
- 5.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
- 5.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
- 5.1.7 work-based learning opportunities are provided at the Development, including not less than 34 apprenticeship places.

to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

- 5.2 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:-

- 5.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;
- 5.2.2 use Reasonable Endeavours to ensure that 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 Council's Area; and
- 5.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

6. CONSIDERATE CONSTRUCTORS SCHEME

6.1 The Developer covenants to:

- 6.1.1 comply with the Considerate Constructors Scheme during the construction of the Development;
- 6.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 6.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 5.1.1 and 5.1.2 above.

SCHEDULE 6

SUSTAINABILITY

1. DEFINITIONS

"Adjoining Site"	means the site identified as "Plot 1" on Map 17 of the Bromley-by-Bow SPD
"Adjoining Site CHP"	means the on-site combined heat and power engine and associated heat network comprised within the development of the Adjoining Site as proposed at the date of this Agreement as part of planning permission/application reference number 17/00364/FUL or any alternative permission granted in respect of the Adjoining Site after the date of this Agreement
"Carbon Offset Payment"	<p>means the sum of £509,837.37 (Indexed) having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:</p> $\text{Carbon gap (Tonnes of Co2)} \times \text{Price of Carbon (£60)} \times 30 \text{ (years)} = \text{offset payment}$ <p>to be applied by the LPA in accordance with Part 5 of the SPD</p>
"District Energy Network"	means the Queen Elizabeth Olympic Park district energy network
"Future Proofing Measures"	<p>means future proofing measures within the Development including but not limited to heating system tap-offs and identified distribution routes to enable:</p> <p>(a) future expansion of the On Site CHP Plant to other parts of the Masterplan Area and any future nearby and existing developments; and</p> <p>(b) future connection of the Development to the District Energy Network or any alternative Off Site district energy network including the Masterplan Area Energy Network and the Adjoining Site CHP</p>
"Interim Measures"	<p>means:</p> <p>(a) measures to provide heating and hot water to a Building pending its connection to the Adjoining Site CHP; and</p> <p>(b) the period of time within which the Building shall be connected to the Adjoining Site CHP following the Adjoining Site CHP being ready for connection</p>
"Masterplan Area Energy Network"	means a combined heat and power engine and heat network to deliver heating and hot water to serve the whole Masterplan Area
"On Site CHP Plant"	means the On Site energy centre located in the Canalside Building of the Development including a 185kWth CHP engine alongside buffer vessels and boiler plant or such other energy centre on the Site in a location and to specification as approved in writing by the LPA

2. CONNECTION TO ENERGY NETWORK

2.1 The Developer covenants that from the date of Commencement until the date of Substantial Implementation, the Developer shall use Reasonable Endeavours to secure:

- 2.1.1 the extension of the District Energy Network to the Site;
- 2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the provision of a Masterplan Area Energy Network including but not limited to negotiations with the other landowners within the Masterplan Area; and
- 2.1.3 (as a further alternative in the event that neither the extension of the District Energy Network to the Site nor the provision of a Masterplan Area Energy Network is secured) a connection to the Adjoining Site CHP including but not limited to negotiations with the owners and developers of the Adjoining Site.

2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted:

- 2.2.1 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above which may take the form of an update to the Application Stage Report;
- 2.2.2 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above and the progress made towards securing the provision of a Masterplan Area Energy Network which may take the form of an update to the Application Stage Report; and
- 2.2.3 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.3 above and the progress made towards securing a connection to the Adjoining Site CHP and such report has been approved by the LPA in writing.

2.3 If the report submitted to the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible (including consideration of but not limited to technical and/or financial factors) to extend or procure the extension of the District Energy Network to the Site, no Building shall be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a Masterplan Area Energy Network and connection to the Adjoining Site CHP shall have no further effect.

2.4 If the report submitted pursuant to paragraph 2.2.1 concludes that it will not be possible (including consideration of but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible to provide a Masterplan Area Energy Network, no Building shall be Occupied unless and until it has been connected to the Masterplan Area Energy Network and the obligations relating to connection to the Adjoining Site CHP shall have no further effect.

2.5 If the report submitted pursuant to paragraph 2.2.1 concludes that it will not be possible (including consideration of but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network and the report submitted pursuant to paragraph 2.2.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to provide a Masterplan Area Energy Network, one of the following will apply:

- 2.5.1 if the report submitted to and approved by the LPA pursuant to paragraph 2.2.3 demonstrates that it will be possible to provide a connection to the Adjoining Site CHP when the Development is First Occupied, no Building shall be Occupied unless and until it has been connected to the Adjoining Site CHP;

2.5.2 if the report submitted to and approved by the LPA pursuant to paragraph 2.2.3 demonstrates that it will be possible to provide a connection to the Adjoining Site CHP but not by the time the Development is First Occupied no Building shall be Occupied unless and until:

- (i) in the case of any Building to be First Occupied prior to the Adjoining Site CHP being ready for connection, Interim Measures have been submitted to and approved in writing by the LPA, and those approved Interim Measures have been implemented pending connection to the Adjoining Site;
- (ii) where Interim Measures have been approved and implemented in respect of any Building, after the expiry of the period specified in the Interim Measures of the Adjoining Site CHP being ready for connection (the "**Connection Date**") there shall be no Occupation of any part of the Building which is not Occupied at the Connection Date until the Building has been connected to the Adjoining Site CHP and in any event the Developer shall use all Reasonable Endeavours to provide a connection to the Adjoining Site CHP as soon as reasonably practicable following the Adjoining Site CHP being ready for connection;
- (iii) in the case of any Building to be First Occupied following the Adjoining Site CHP being ready for connection, such Building has been connected to the Adjoining Site CHP.

2.5.3 If the report submitted to and approved by the LPA pursuant to paragraph 2.2.3 concludes that it will not be possible (including but not limited to technical and/or financial factors) to secure a connection to the Adjoining Site CHP:

- (i) the Developer shall provide the On Site CHP Plant;
- (ii) no Building shall be Occupied unless and until it has been connected to the On Site CHP Plant

2.6 Save where the District Energy Network is extended to the Site:

2.6.1 no works comprised in the Development beyond the Preparatory Works and ground works including the River Wall Works and the excavation of foundations and basements shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures;

2.6.2 the Developer shall incorporate the approved Future Proofing Measures within the Development; and

2.6.3 no part of the Development shall be Occupied unless and until the Developer has submitted a report to the LPA demonstrating that the approved Future Proofing Measures have been incorporated within that part of the Development.

3. **CARBON OFFSET PAYMENT**

3.1 The Developer shall pay the Carbon Offset Payment to the LPA prior to Commencement of Development and no part of the Development shall be Commenced until the Carbon Offset Payment has been paid to the LPA.

4. REDUCTION OF ENERGY DEMAND

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

- 4.1.1 dissemination of information (including tips and advice) on energy saving methods;
- 4.1.2 the promotion of the use of energy efficient appliances; and
- 4.1.3 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 7

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
- "Architect"** means the bptw partnership for Plot A and Pitman Tozer for Plot D1 (as such elements of the Development are identified on Plan 2)
- "Design Monitoring Costs"** means the monies paid in accordance with 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 and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-
- 2.1.1 an application pursuant to Conditions 15, 16, 17, 19 and 20 of the Planning Permission;
 - 2.1.2 an application for a S96A Amendment;
 - 2.1.3 an application for a S73 Permission.
- 2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

3. DESIGN MONITORING COSTS

- 3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 above and overseeing the construction of the Development) the Developer shall forthwith:-
- 3.1.1 notify the LPA of such non-retention; and

3.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs 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; and
- (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

4. **RESTRICTION ON DEVELOPMENT**

4.1 The Development shall not Commence until the Developer has either:-

4.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

4.1.2 paid the first instalment of the Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.

4.2 No Development shall be carried out if the Design Monitoring Costs have not been paid in accordance with paragraph 3.1.2.

4.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

SCHEDULE 8

ESTATE MANAGEMENT

1. DEFINITIONS

- "Alternative Detailed EMS"** has the meaning given to it in paragraph 2.2
- "Detailed EMS"** means a detailed estate management strategy for the Masterplan Area which includes the details set out in paragraph 2.1 of this Schedule and which may be amended from time to time with the approval in writing of the LPA and in consultation with any developers of sites within the Masterplan Area who are required to comply with it
- "Framework EMS"** means the framework estate management strategy attached at Appendix 5 of this Agreement as the same may be subsequently amended from time to time by the Developer with the prior written agreement of the LPA
- "Joint Management Committee"** means a committee to oversee the management and maintenance of public realm within the whole or part of the Masterplan Area established in accordance with the approved Detailed EMS or Alternative Detailed EMS (as appropriate)
- "Landscaping Works"** means any hard or soft landscaping works comprised in the Development
- "Related Obligation"** means a planning obligation contained in an agreement made under section 106 of the 1990 Act in connection with the development of another part of the Masterplan Area which reflects the obligations contained in this Schedule.

2. ESTATE MANAGEMENT STRATEGY

- 2.1 Unless paragraph 2.2 applies, prior to commencing any Landscaping Works the Developer shall submit and obtain the LPA's written approval to a detailed estate management strategy which shall:
- 2.1.1 set out a proposed management and maintenance regime for those parts of the public realm in the Masterplan Area that will remain in private ownership following redevelopment, to include:
- (i) standardised methods of management;
 - (ii) minimum service level standards;
 - (iii) a charter to define the commitment to occupiers and visitors of the Masterplan Area relating to public realm management to ensure the vision formulated at the master planning stage is maintained throughout the life of the developments undertaken in the Masterplan Area; and
 - (iv) key performance indicators to measure compliance;
- 2.1.2 detail the proposed arrangements for setting up a management company or companies to manage the public realm in the Masterplan Area following redevelopment, which shall include consideration of setting up a site wide trust and management company for the whole Masterplan Area;

- 2.1.3 set out the arrangements for the funding of management and maintenance of those parts of the public realm in the Masterplan Area that will remain in private ownership, which shall include consideration of the potential for a Masterplan Area site wide service charge;
 - 2.1.4 detail the proposed arrangements for establishing a committee (to be known as the Joint Management Committee) to oversee the management and maintenance of public realm within the whole or part of the Masterplan Area which each developer of the Masterplan Area may be required (through a Related Obligation) to be part of, such details to include operating procedures for the management committee, terms of reference, membership, and engagement with developers of future phases within the Masterplan Area;
 - 2.1.5 be based on and expand upon the principles contained in the Framework EMS and the Bromley-by-Bow SPD;
 - 2.1.6 confirm whether the owners of other sites in the Masterplan Area have been consulted on the preparation of the strategy; and
 - 2.1.7 confirm whether the strategy is submitted jointly with the owners of other sites in the Masterplan Area for approval by the LPA.
- 2.2 The Developer shall not be required to submit a detailed estate management strategy pursuant to paragraph 2.1 of this Schedule if a Detailed EMS has been submitted to and approved by the LPA pursuant to a Related Obligation and the Developer and the LPA have agreed in writing that the Developer shall comply with that approved Detailed EMS (the "**Alternative Detailed EMS**").
- 2.3 No part of the Development shall be Occupied until:
- 2.3.1 the Detailed EMS has been submitted to and approved by the LPA or the Developer and the LPA have agreed in writing that the Developer will comply with an Alternative Detailed EMS; and
 - 2.3.2 the Joint Management Committee has been established in accordance with the approved Detailed EMS or Alternative Detailed EMS.
- 2.4 The Developer shall comply with the Detailed EMS or Alternative Detailed EMS (as appropriate) and actively participate in the Joint Management Committee for the lifetime of the Development PROVIDED THAT for the avoidance of doubt the Developer shall not be required to comply with a detailed estate management strategy which has been submitted to and approved by the LPA pursuant to a Related Obligation if it has not agreed in writing to comply with it.

SCHEDULE 9

PUBLIC OPEN SPACE AND PLAY AREAS

1. DEFINITIONS

"Delivery Plan"

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

- (a) the specification of the PAOS;
- (a) 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); and
- (b) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Areas

"Permitted Closures"

means temporary closure of any area of PAOS or the Play Areas (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 PAOS or Play Areas 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 PAOS or Play Areas
- (c) where such temporary closure is required for the purposes of carrying of 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) 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

"Play Areas"

means the areas edged orange Plan 5

"Publicly Accessible Open Space" or "PAOS"

means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission shown shaded green on Plan 5 which shall be maintained and shall be freely accessible to the general public at all times

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

2.1 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Delivery Plan has been submitted to and approved by the LPA.

2.2 The Development (and in particular the construction, laying out and completion of the PAOS and Play Areas) shall be carried out and Occupied in accordance with the approved Delivery Plan.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

3.1 From the date of Completion of the Publicly Accessible Open Space and Play Areas (and each part thereof) 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 Publicly Accessible Open Space and Play Areas at all times free of charge **SUBJECT TO:-**

3.1.1 Permitted Closures; and

3.1.2 any lawful requirements of the police or any other competent authority.

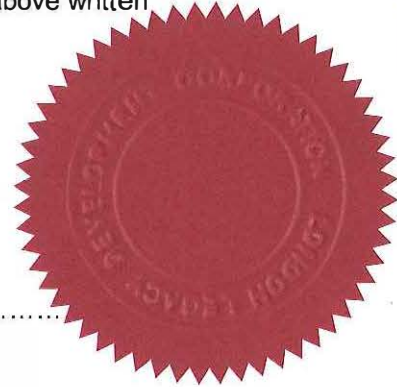
3.2 Subject to paragraph 3.1 the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space or Play Areas except in accordance with the Delivery Plan.

4. MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Detail EMS or Alternative Detailed EMS (as defined in Schedule 8)(as appropriate).

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:-



[Handwritten signature]

Authorised Signatory

EXECUTED as a Deed (but not delivered until dated) by GAPSUN PROPERTIES LIMITED acting by two Directors or a Director and the Secretary:-

[Handwritten signature]

HAYDIN SMITH

DORRITA SMITH

[Handwritten signature]

Director

Witness

Signature:

[Handwritten signature]

Name: Mario Tsakoushis

Address: Great Wilmores, High Laver, Ongar, Essex CM5 0DZ

Occupation: Property Developer

EXECUTED as a Deed (but not delivered until dated) by L&A TRAD LIMITED acting by a Director in the presence of:-

[Handwritten signature]

Director

Witness

Signature:

[Handwritten signature]

Name:

Sebastian Clarke

Address:

Musons Lane Eden NAB 025.

Occupation:

Scholar

APPENDIX 1

PLANS

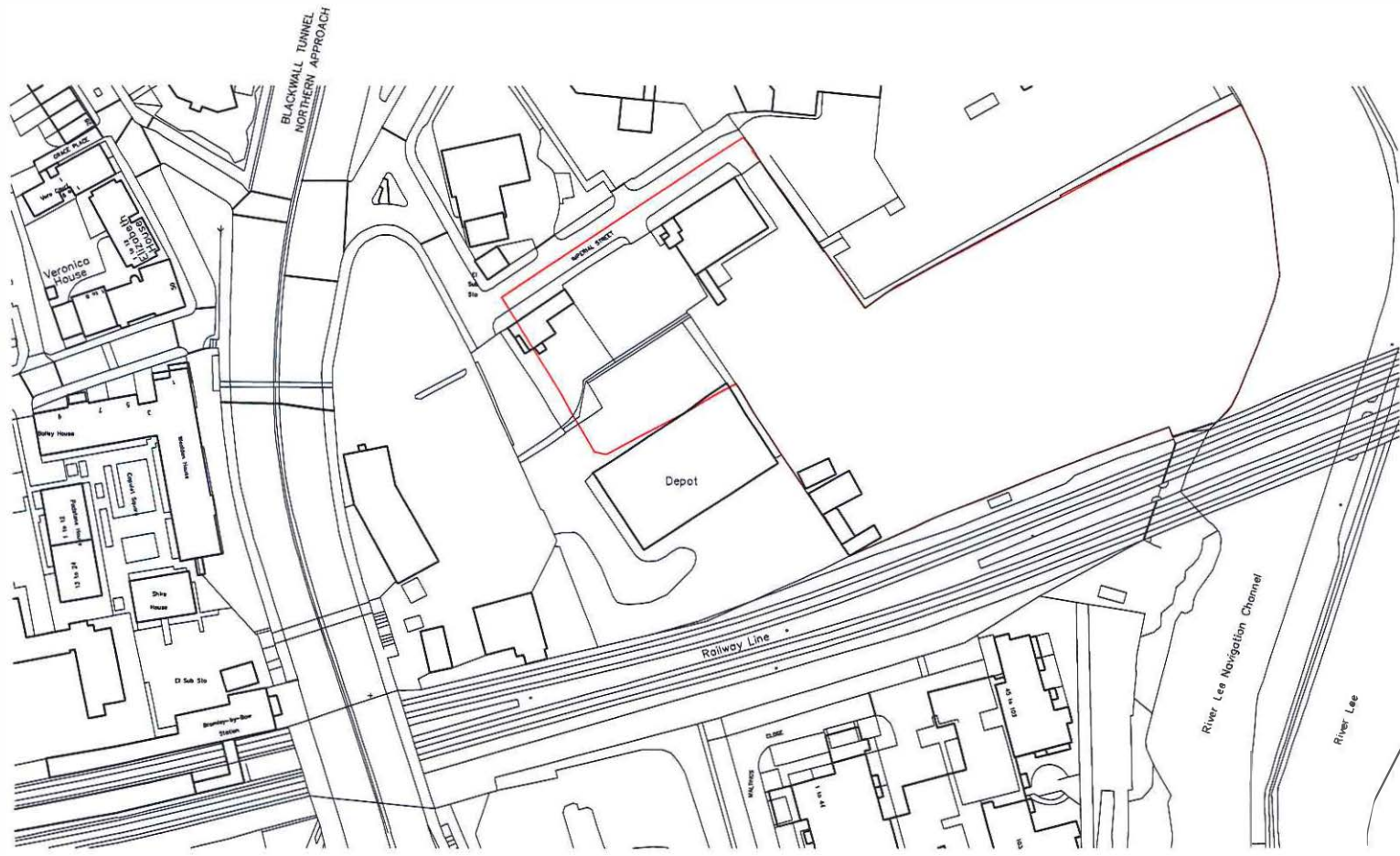
Plan 1 – Site

Plan 2 – Buildings

Plan 3 - Car Club Spaces

Plan 4 – Area in which Sports Contribution shall be applied

Plan 5 - Play Areas and Publicly Accessible Open Space



PLAN 1

Key

Application Boundary

0 10 20 30 40 50m

Notes

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Notes/revisions:

Rev	Date	Drwn	Chkd

PLANNING ISSUE			
Date: JUL 2017	Client: Lindhill		
Drawn: PJ	Project: Imperial Street		
Check: CB	Title: Location Plan		
Scale: 1:1250 @ A3	Dwgno: 14.157	D01	Revision:

bptwpartnership
 110-114 Norman Road,
 Greenwich, London SE10 9QJ
 020 8293 5175 www.bptw.co.uk



Key

- Application Boundary
- Site
- Proposed Levels
- Proposed Footprint

1. Club Building
 2. Pavilion Building
 3. Community Building
 4. Hockey House

PLANNING ISSUE

Date	12/11/17
Drawn By	James Hill
Checked By	James Hill
Project	Hampstead Cricket Ground
Location	Hampstead Cricket Ground, London SE16 3DU
Scale	1:500 (A2, A3)
Sheet	1/1 (A2, A3)

bdwpartnership
 170-174 Norman Road,
 London SE16 3DU
 020 5205 2170 www.bdwp.co.uk

PLAN 2



NOTES:

1. THIS DRAWING IS BASED ON:
'132-BBB-PL-01-001-Site Plan GA.dwg'
PROVIDED BY EAST ON 18/07/17.
2. ALL DIMENSIONS IN METRES UNLESS OTHERWISE STATED.
3. DO NOT SCALE FROM THIS DRAWING.

KEY:

- x2 GAR CLUB PARKING BAYS
- x 20 ACCESSIBLE PARKING BAYS

P1	19/07/17	ORIGINAL ISSUE	BBR	JZC	SJE
Rev.	Date	Comments	Des	Chk	App

steer davies gleave
 t +44 (0)20 7910 5000 e sdginfo@sdgworld.net

Client:
L&A TRAD LIMITED

Project Title:
IMPERIAL STREET

Drawing Title:
**FIGURE 4.2
 CAR CLUB LOCATION PLAN**

Status:
FIT FOR INFORMATION

Drawing Number: 106 Ref. 23100802	Originator SDG	Volume HGN	Scale: NTS	Suitability S2
Location 100	Type DR	File D	Rev. P1	Size: A3
00102				

PLAN 3



Bromley By Bow
 Sport Boundary

LEGACY DEVELOPMENT CORPORATION
 Level 10, 1 Stratford Place
 Monifictet Road, London
 E20 1EJ
 +44 (0) 20 3285 1800
 info@londonlegacy.co.uk

Project:
 3.06 Drawing: 37/00344/PUL-
 Land at Imperial Street, E3 3ED

Location:
 Bromley By Bow

Drawing Title:
 Sports Contribution Area

Drawing Reference:	For Information
Status:	001
Issue:	07/03/2018
Date:	Scale: 1:5000 @ A3
Scale:	Drawn by: AM
Drawn by:	Checked by: ST

PLAN 4

1. All dimensions are in feet and inches.
 2. All dimensions are to the centerline of the structure.
 3. All dimensions are to the exterior face of the structure.
 4. All dimensions are to the interior face of the structure.
 5. All dimensions are to the centerline of the structure.
 6. All dimensions are to the exterior face of the structure.
 7. All dimensions are to the interior face of the structure.
 8. All dimensions are to the centerline of the structure.
 9. All dimensions are to the exterior face of the structure.
 10. All dimensions are to the interior face of the structure.

Green	Green Space (Grass, Trees)
Blue	Blue Space (Water, Ponds)
Red	Red Space (Paved, Concrete)
Orange	Orange Space (Paved, Concrete)
Yellow	Yellow Space (Paved, Concrete)
Grey	Grey Space (Paved, Concrete)
White	White Space (Paved, Concrete)
Black	Black Space (Paved, Concrete)
Light Blue	Light Blue Space (Paved, Concrete)
Light Green	Light Green Space (Paved, Concrete)
Light Red	Light Red Space (Paved, Concrete)
Light Orange	Light Orange Space (Paved, Concrete)
Light Yellow	Light Yellow Space (Paved, Concrete)
Light Grey	Light Grey Space (Paved, Concrete)
Light White	Light White Space (Paved, Concrete)
Light Black	Light Black Space (Paved, Concrete)

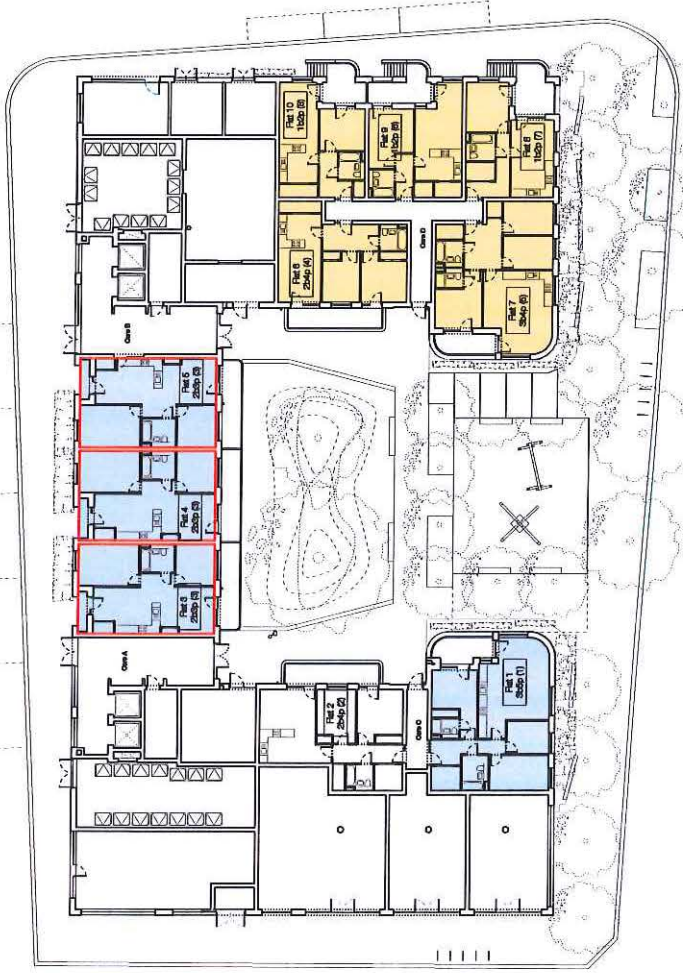
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100	Site Plan



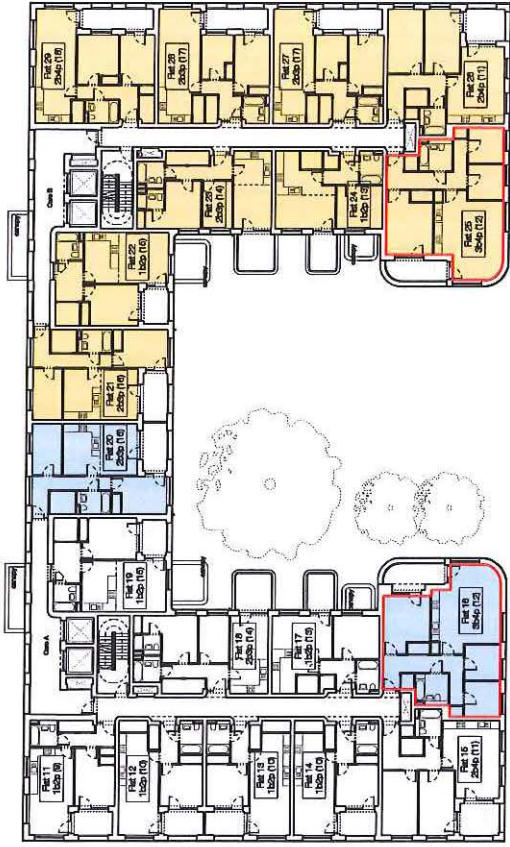
DRAFT

PLANS

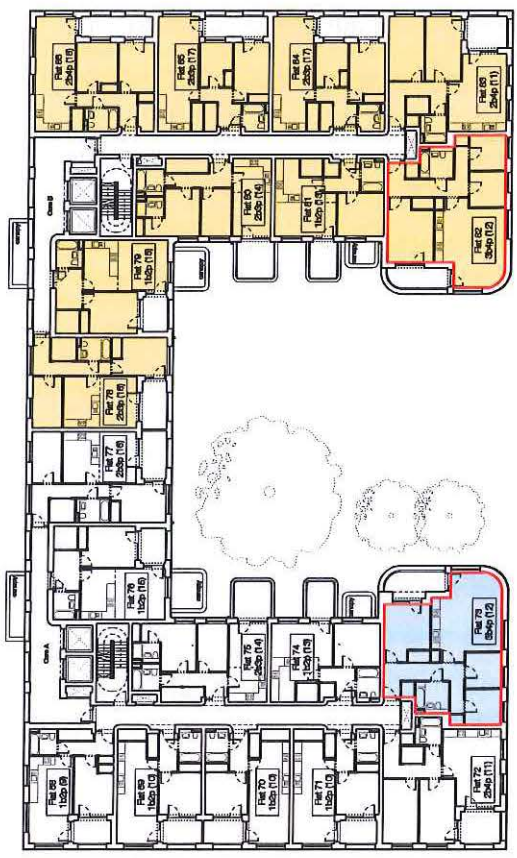
AFFORDABLE HOUSING PLANS



(A) Ground Floor Plan



(B) 1st - 3rd Floor Plan



(C) 4th Floor Plan



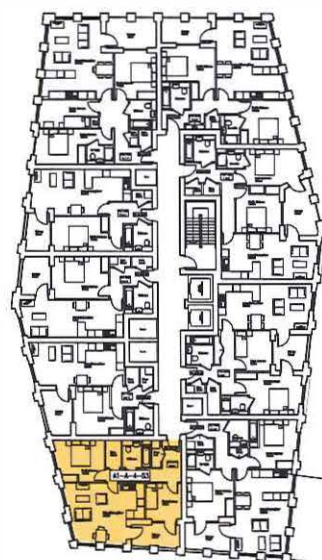
First Floor



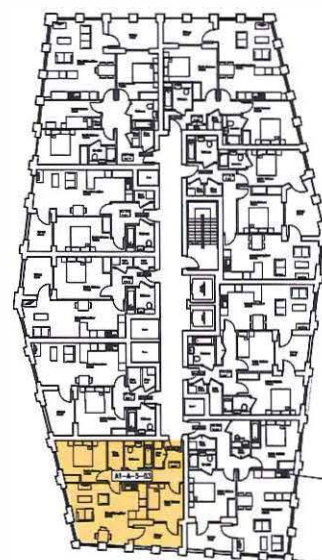
Second Floor



Third Floor



Fourth Floor



Fifth Floor



Sixth Floor

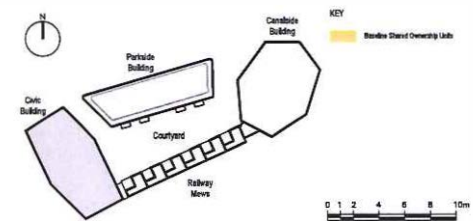


Seventh Floor



Eighth Floor

* Refer to 'Plot A -Plot Schedule_Rev D' for details of individual dwellings (date: 25/05/2018)



Notes:
Do not scale. All dimensions to be checked on site. This drawing is copyright of bptw partnership

Revised by:
Date: 15/01/18

Revisions:
Date: 15/01/18

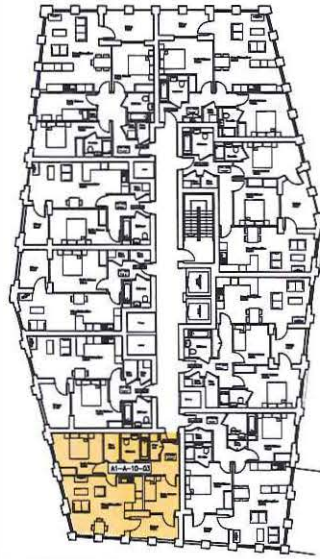
Revised by:

Rev	Description	Date	By	Check
A	Amend floor schedule	10/02/2018	PS	PS
B	Add detail of shared ownership units to all	20/06/2018	PJ	PS
C	Affordable units amended to reflect updated schedule from Dufresne	15/06/2018	GS	PS

PLANNING ISSUE			
Date: Jan 18	Client: Lindhill		
Drawn: PS	Project: Imperial Street		
Check: PS	Title: Plot A - Affordable Housing Provision (Sheet 1 of 4)		
Scale: 1:200 @ A1	Drawn: J14.157 / SK-185	Revision: C	



Nineth Floor



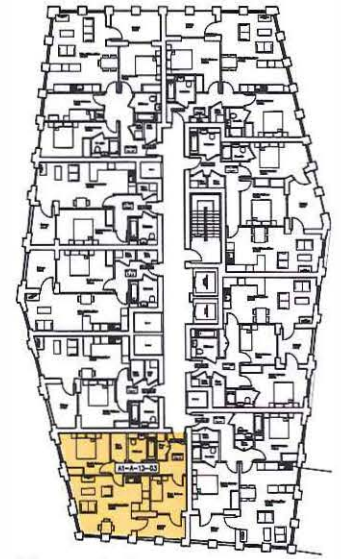
Tenth Floor



Eleventh Floor

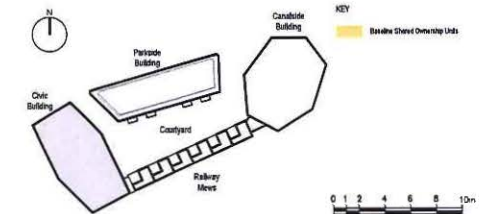


Twelfth Floor



Thirteenth Floor

* Refer to 'Plot A - Plot Schedule_Rev D' for details of individual dwellings (date: 25/05/2018)



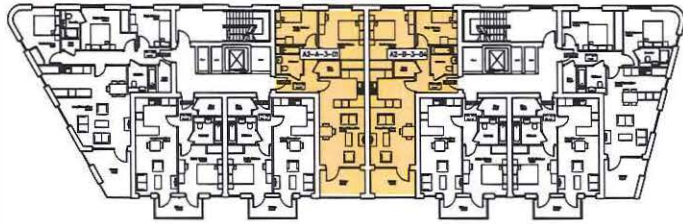
Notes:
Do not scale. All dimensions to be checked on site. This drawing is a copy right of bpbw partnership

Revisions:

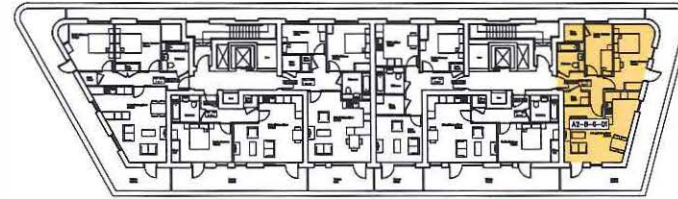
Revisions:

Revisions:

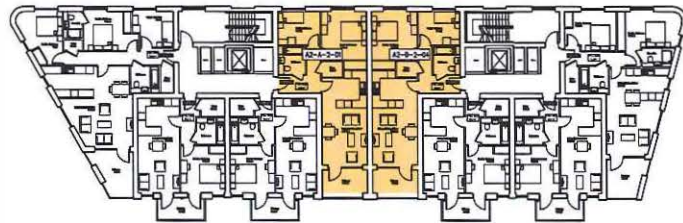
PLANNING ISSUE			
Date: May18	Client: Lindhill	Project: Imperial Street	Revision: -
Drawn: GS	Project: Imperial Street	Title: Plot A - Affordable Housing Provision (Sheet 2 of 4)	
Checked: PSo	Design: J14,157 / SK-188		
Scale: 1:200 @ A1			



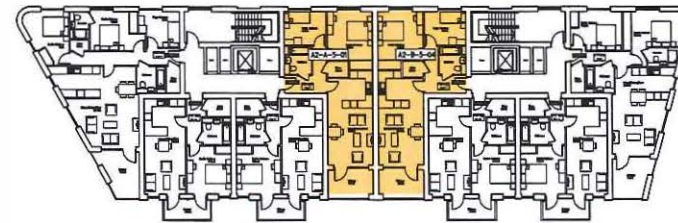
Third Floor



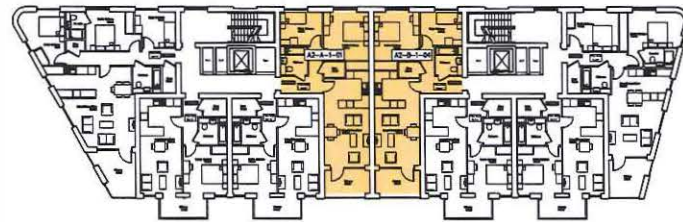
Sixth Floor



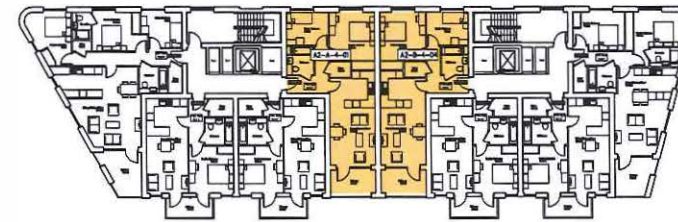
Second Floor



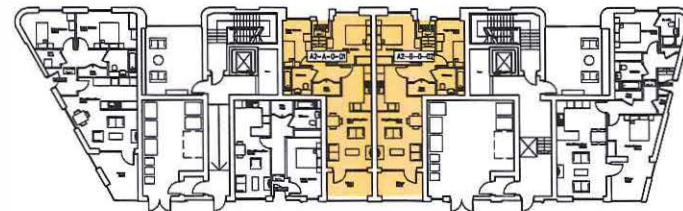
Fifth Floor



First Floor

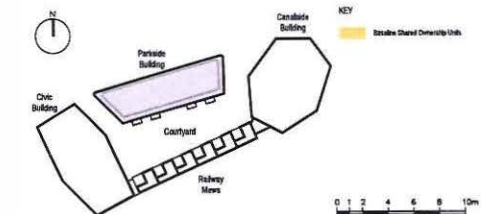


Fourth Floor



Ground Floor

* Refer to 'Plot A - Plot Schedule_Rev D' for details of individual dwellings (date: 25/05/2018)



0 1 2 4 6 8 10m

Notes:

Do not scale. All dimensions to be checked on site. This drawing is copyright of bptw partnership.

Revisions:

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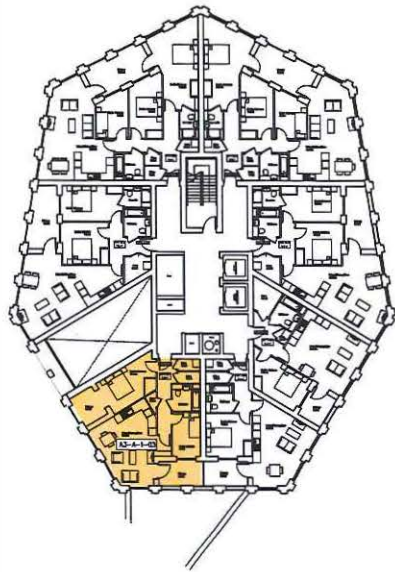
Revisions:

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Revisions:

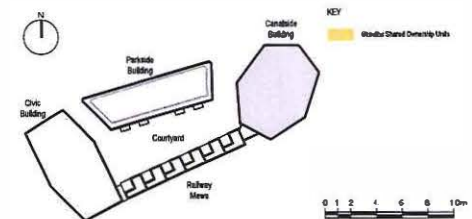
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PLANNING ISSUE			
Date: May 18	Client: Lindhill		
Drawn: GS	Project: Imperial Street		
Check: PSc	Title: Plot A - Affordable Housing Provision (Sheet 3 of 4)		
Scale: 1:200 @ A1	Drawn: J14,157 / SK-187	Revision: -	



First Floor

* Refer to 'Plot A - Plot Schedule_Rev D' for details of individual dwellings (date: 25/05/2018)



Notes:
Do not scale. All dimensions to be checked on site. This drawing is copyright of bptw partnership.

Revisions:

Revisions:

Revisions:

PLANNING ISSUE			
Date: May 18	Client: Lindhill		
Drawn: GS	Project: Imperial Street		
Check: PSo	Title: Plot A - Affordable Housing Provision (Sheet 4 of 4)		
Scale: 1:200 @ A1	Drawn: J14,157 / SK-188	Revision: -	

Block	Flat Number			House Number	Tenure (S/O) (P) (R)	Type Ref	Postal Number	DWG Number	Flat (F) House (H)	No. of Bedrooms	No. of Inhabitants	Habitable Rooms	Living/Dining/Kitchen Area	Bedroom 1 Area	Bedroom 2 Area	Bedroom 3 Area	Bedroom 4 Area	Built-in Storage Area	WCH Adaptable W/o WA	Ensuite	Balcony (B) Patio (P) Terrace (T)	m ²	Unit Area as per approved	
	Core	Floor	Plot Number																				Size sq.m	Size sq.ft
1	D1	D	0	10	R	T59			F	1	2	2	23.72	11.61	0	0	0	1.5	0	N	B	5.33	51.56	554.99
2	D1	C	0	1	S/O	T34			F	3	5	4	34.98	16.59	12.55	8.28	0	2.5	0	Y	B	7.05	97.89	1053.7
3	D1	C	0	2	P	T35			F	2	4	3	39.02	15.3	12.72	0	0	2.5	0	N	B	11.92	76.32	821.5
4	D1	-	0	3	S/O	T36			F	2	3	3	31.69	16.01	10.4	0	0	2	1	N	B	10.35	68.59	738.3
5	D1	-	0	4	S/O	T36			F	2	3	3	31.69	16.01	10.4	0	0	2	1	N	B	10.35	68.59	738.3
6	D1	-	0	5	S/O	T36			F	2	3	3	31.69	16.01	10.4	0	0	2	1	N	B	10.35	68.59	738.3
7	D1	D	0	6	R	T37			F	2	4	3	28.29	16.74	12.7	0	0	2.5	0	N	B	11.92	67.74	729.15
8	D1	D	0	7	R	T38			F	3	4	4	39.34	13.59	12.91	10.56	0	2.5	0	Y	B	7.05	90.96	979.09
9	D1	D	0	8	R	T39			F	1	2	2	25.04	14.21	0	0	0	1.5	0	N	B	7.51	54	581.25
10	D1	D	0	9	R	T40			F	1	2	2	20	14.72	0	0	0	1.5	0	N	B	7.29	50	538.2
11	D1	A	1	11	P	T41			F	1	2	2	22.45	13.64	0	0	0	1.5	0	N	B	5.31	50.12	539.49
12	D1	A	1	12	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
13	D1	A	1	13	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
14	D1	A	1	14	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.12	50.11	539.38
15	D1	A	1	15	P	T43			F	2	4	3	24.14	13.83	13.98	0	0	2.5	0	N	B	7.49	72.1	776.08
16	D1	B	1	26	R	T43			F	2	4	3	24.14	13.83	13.98	0	0	2.5	0	N	B	7.49	72.1	776.08
17	D1	A	1	16	S/O	T44			F	3	4	4	28.95	13.47	8.78	8.15	0	2.5	1	Y	B	7.11	89.86	967.24
18	D1	B	1	25	R	T44			F	3	4	4	28.95	13.47	8.78	8.15	0	2.5	1	Y	B	7.11	89.86	967.24
19	D1	A	1	17	P	T45			F	1	2	2	25	12.02	0	0	0	1.5	0	N	B	5.78	50.52	543.79
20	D1	B	1	24	R	T45			F	1	2	2	25	12.02	0	0	0	1.5	0	N	B	5.78	50.52	543.79
21	D1	A	1	20	S/O	T46			F	2	3	3	20.83	12.72	9.09	0	0	2	0	Y	B	6.9	61.46	661.55
22	D1	B	1	21	R	T46			F	2	3	3	20.83	12.72	9.09	0	0	2	0	Y	B	6.9	61.46	661.55
23	D1	A	1	19	P	T47			F	1	2	2	26.09	14.35	0	0	0	1.5	0	N	B	5.15	55.69	599.44
24	D1	B	1	22	R	T47			F	1	2	2	26.09	14.35	0	0	0	1.5	0	N	B	5.15	55.69	599.44
25	D1	A	1	18	P	T48			F	2	3	3	22.78	14.9	9.23	0	0	2	0	N	B	7.09	64.09	689.86
26	D1	B	1	23	R	T48			F	2	3	3	22.78	14.9	9.23	0	0	2	0	N	B	7.09	64.09	689.86
27	D1	B	1	29	R	T49			F	2	4	3	29.21	11.55	12.31	0	0	2.5	0	N	B	8.74	68.85	741.1
28	D1	B	1	27	R	T50			F	2	4	3	30.03	12.79	8.56	0	0	2	0	N	B	7.46	65.71	707.3
29	D1	B	1	28	R	T50			F	2	4	3	30.03	12.79	8.56	0	0	2	0	N	B	7.5	65.71	707.3
30	D1	A	2	30	P	T41			F	1	2	2	22.45	13.64	0	0	0	1.5	0	N	B	5.31	50.12	539.49
31	D1	A	2	31	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
32	D1	A	2	32	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
33	D1	A	2	33	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
34	D1	A	2	34	P	T43			F	2	4	3	24.14	13.83	13.98	0	0	2.5	0	N	B	7.49	72.1	776.08
35	D1	B	2	45	R	T43			F	2	4	3	24.14	13.83	13.98	0	0	2.5	0	N	B	7.49	72.1	776.08
36	D1	A	2	35	S/O	T44			F	3	4	4	28.95	13.47	8.78	8.15	0	2.5	1	Y	B	7.11	89.86	967.24
37	D1	B	2	44	R	T44			F	3	4	4	28.95	13.47	8.78	8.15	0	2.5	1	Y	B	7.11	89.86	967.24
38	D1	A	2	36	P	T45			F	1	2	2	25	12.02	0	0	0	1.5	0	N	B	5.78	50.52	543.79
39	D1	B	2	43	R	T45			F	1	2	2	25	12.02	0	0	0	1.5	0	N	B	5.78	50.52	543.79
40	D1	A	2	39	S/O	T46			F	2	3	3	20.83	12.72	9.09	0	0	2	0	Y	B	6.9	61.46	661.55
41	D1	B	2	40	R	T46			F	2	3	3	20.83	12.72	9.09	0	0	2	0	Y	B	6.9	61.46	661.55
42	D1	A	2	41	P	T47			F	1	2	2	26.09	14.35	0	0	0	1.5	0	N	B	5.15	55.69	599.44
43	D1	B	2	41	R	T47			F	1	2	2	26.09	14.35	0	0	0	1.5	0	N	B	5.15	55.69	599.44
44	D1	A	2	37	P	T48			F	2	3	3	22.78	14.9	9.23	0	0	2	0	N	B	7.09	64.09	689.86
45	D1	B	2	42	R	T48			F	2	3	3	22.78	14.9	9.23	0	0	2	0	N	B	7.09	64.09	689.86
46	D1	B	2	48	R	T49			F	2	4	3	29.21	11.55	12.31	0	0	2.5	0	N	B	8.74	68.85	741.1
47	D1	B	2	46	R	T50			F	2	3	3	30.03	12.79	8.56	0	0	2	0	N	B	7.46	65.71	707.3
48	D1	B	2	47	R	T50			F	2	3	3	30.03	12.79	8.56	0	0	2	0	N	B	7.5	65.71	707.3
49	D1	A	3	49	P	T41			F	1	2	2	22.45	13.64	0	0	0	1.5	0	N	B	5.31	50.12	539.49
50	D1	A	3	50	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
51	D1	A	3	51	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
52	D1	A	3	52	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.12	50.11	539.38
53	D1	A	3	53	P	T43			F	2	4	3	24.14	13.83	13.98	0	0	2.5	0	N	B	7.49	72.1	776.08
54	D1	B	3	54	R	T43			F	2	4	3	24.14	13.83	13.98	0	0	2.5	0	N	B	7.49	72.1	776.08
55	D1	A	3	54	S/O	T44			F	3	4	4	28.95	13.47	8.78	8.15	0	2.5	1	Y	B	7.11	89.86	967.24
56	D1	B	3	63	R	T44			F	3	4	4	28.95	13.47	8.78	8.15	0	2.5	1	Y	B	7.11	89.86	967.24
57	D1	B	3	55	P	T45			F	1	2	2	25	12.02	0	0	0	1.5	0	N	B	5.78	50.52	543.79
58	D1	B	3	62	R	T45			F	1	2	2	25	12.02	0	0	0	1.5	0	N	B	5.78	50.52	543.79
59	D1	A	3	58	S/O	T46			F	2	3	3	20.83	12.72	9.09	0	0	2	0	Y	B	6.9	61.46	661.55
60	D1	B	3	59	R	T46			F	2	3	3	20.83	12.72	9.09	0	0	2	0	Y	B	6.9	61.46	661.55
61	D1	A	3	59	P	T47			F	1	2	2	26.09	14.35	0	0	0	1.5	0	N	B	5.15	55.69	599.44
62	D1	B	3	60	R	T47			F	1	2	2	26.09	14.35	0	0	0	1.5	0	N	B	5.15	55.69	599.44
63	D1	A	3	56	P	T48			F	2	3	3	22.78	14.9	9.23	0	0	2	0	N	B	7.09	64.09	689.86
64	D1	B	3	61	R	T48			F	2	3	3	22.78	14.9	9.23	0	0	2	0	N	B	7.09	64.09	689.86
65	D1	B	3	67	R	T49			F	2	4	3	29.21	11.55	12.31	0	0	2.5	0	N	B	8.74	68.85	741.1
66	D1	B	3	65	R	T50			F	2	3	3	30.03	12.79	8.56	0	0	2	0	N	B	7.46	65.71	707.3
67	D1	B	3	66	R	T50			F	2	3	3	30.03	12.79	8.56	0	0	2	0	N	B	7.5	65.71	707.3
68	D1	A	4	68	P	T41			F	1	2	2	22.45	13.64	0	0	0	1.5	0	N	B	5.31	50.12	539.49
69	D1	A	4	69	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.5	0	N	B	5.55	50.11	539.38
70	D1	A	4	70	P	T42			F	1	2	2	25.92	12.07	0	0	0	1.						

SUPPLEMENTAL AGREEMENT

DATED

201[X]

(1) LONDON LEGACY DEVELOPMENT
CORPORATION

(2) []¹

(3) []²

SUPPLEMENTAL 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 at Imperial Street, Bromley-By-Bow, London E3 3ED



Pinsent Masons

¹ Insert name of Covenantor

² Insert names of chargees (if any)

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) [] whose [registered office/address] is [] (the "**Covenantor**");
- [(3) [] of [] (the "**Chargee**")]³

RECITALS

WHEREAS:-

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Exchange Land is situated.
- (B) On [] 2018 the LPA (1) and Gapsun Properties Limited (2) entered into the Principal Agreement.
- (C) At the date the Principal Agreement was completed Gapsun Properties Limited had no legal interest in the Exchange Land.
- (D) [On [] 201[] the Covenantor became the proprietor of the freehold interest in the Exchange Land].
- (E) This Supplemental Agreement is entered into pursuant to the requirements of Clause 16 of the Principal Agreement and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the freehold interest in the Exchange Land for the purposes of the said section 106 of the 1990 Act.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

"Exchange Land" means all that land shown edged red and shaded pink on the plan attached at the Appendix to this Supplemental Agreement;

"Principal Agreement" means an agreement dated [] 2018 between the LPA (1) and Gapsun Properties Limited (2) and entered into pursuant to section 106 of the 1990 Act and other relevant powers.

³ Insert details of any persons holding legal charges over the Land or delete if no charges.

2. **OPERATION OF THIS SUPPLEMENTAL AGREEMENT**

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990 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 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Exchange Land is located.
- 2.3 The Covenantor confirms to and covenants with the LPA that from the date of this Supplemental Agreement its freehold interest in the Exchange Land is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Exchange Land and, subject to Clauses 2.4, 2.6 and 2.7 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer in the Principal Agreement are entered into by the Covenantor with the intent that they shall be enforceable not only against the Covenantor but also against any successors in title to or assigns of the Covenantor and/or any person claiming through or under the Covenantor an interest or estate in the Exchange Land as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.4 The LPA covenants with the Covenantor in respect of the Exchange Land to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement.

3. **[CHARGEES CONSENT**

- 3.1 The Chargee acknowledges and declares that:-
 - 3.1.1 this Supplemental Agreement has been entered into by the Covenantor and the LPA with its consent;
 - 3.1.2 the Exchange Land shall be bound by the obligations contained in this Supplemental Agreement; and
 - 3.1.3 the security of the mortgagee over the Exchange Land shall take effect subject to this Supplemental Agreement.
- 3.2 The Chargee being a full member of the Council of Mortgage Lenders or otherwise approved in writing by the LPA on a case-by-case basis will be liable only for any breach of the provisions of this Supplemental Agreement during such period as he is a Chargee in possession of the Exchange Land.]⁴

4. **LOCAL LAND CHARGE**

This Supplemental Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Supplemental Agreement as a deed the day and year first above written

⁴ Delete if the Land is not charged.

EXECUTED as a deed by affixing the)
Common Seal of **LONDON LEGACY**)
DEVELOPMENT CORPORATION)
)
)
in the presence of : -)

.....
Authorised Signatory

[EXECUTED as a deed by [the)
Covenantor])
acting by:-)

.....
Director

.....
Director/Secretary

EXECUTED as a deed by)
[the Covenantor])
in the presence of:-)

.....

Signature of witness:

Name of witness:

Address of witness:

.....

Occupation of witness:]⁵

[EXECUTED as a deed by [Chargee])
acting by:-)

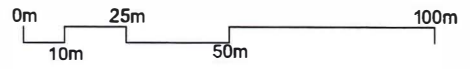
.....
Director

.....]⁶
Director/Secretary

⁵ Delete as appropriate.
⁶ Delete if the Land is not charged.

APPENDIX TO SUPPLEMENTAL AGREEMENT

Plan of the Exchange Land



General notes

All setting out must be checked on site
 All levels must be checked on site and referred to Ordnance Datum Newlyn unless alternative Datum given
 All fixings and weatherings must be checked on site
 All dimensions must be checked on site
 This drawing must not be scaled
 This drawing must be read in conjunction with all other relevant drawings, specification etc. as an end current design risk register
 This drawing must not be used for land transfer purposes
 Calculated Areas in accordance with Assael Architecture's Definition of Areas for Schedule of Areas
 This drawing must not be used on site unless issued for construction
 Subject to survey, consultation and approval from all statutory Authorities

Revision Status:
 P= Preliminary
 C= Contract

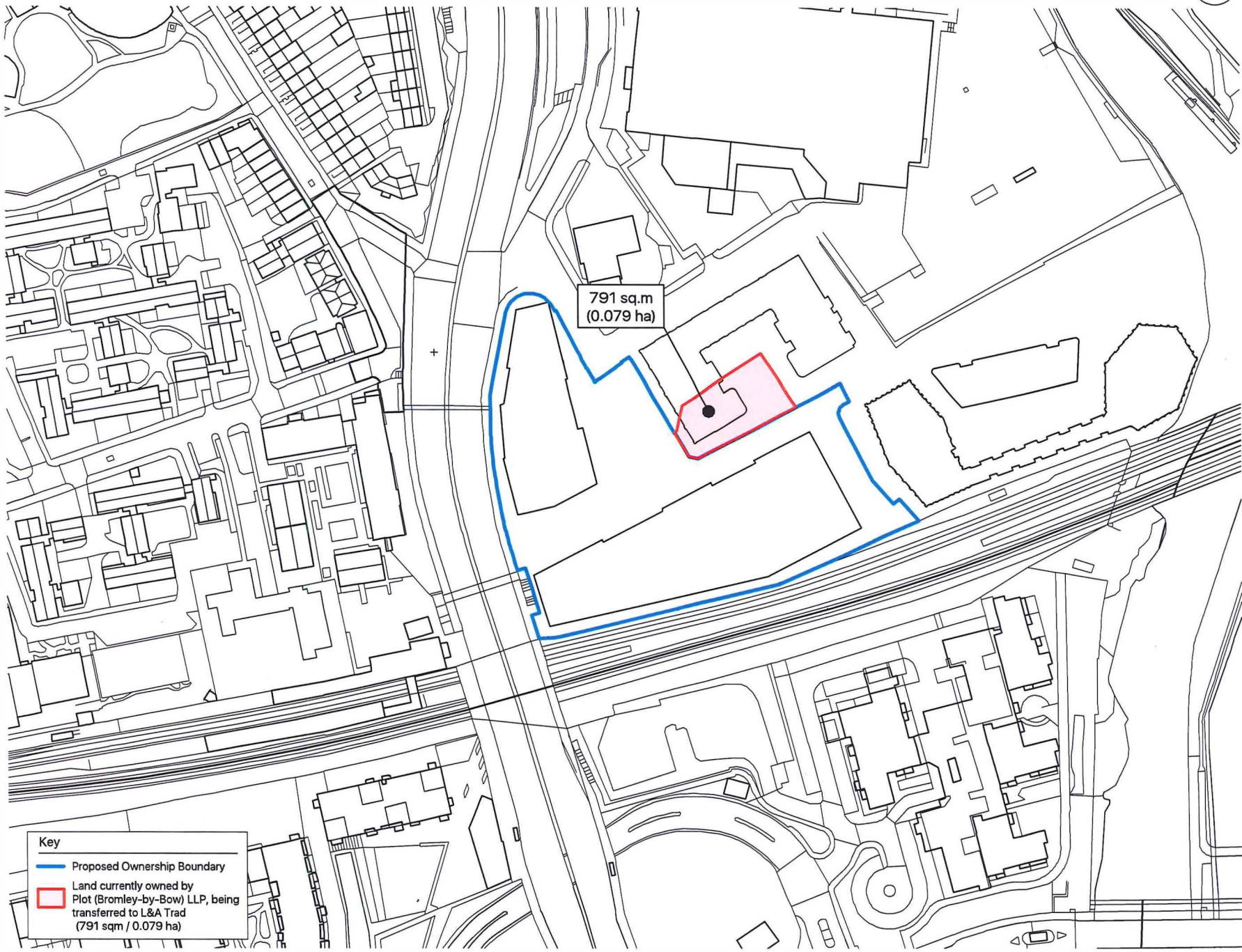
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Drawing notes
 Ownership boundary shown along centre line of kerb. Refer to accompanying doc. for more detail.
 Electronic file reference

A2774 BBB Working Files

Status	R: Revision	Date	DRN	CHK	CDM
1	First Issue	28/09/17	EN	PL	



791 sq.m
(0.079 ha)

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
PLOT (Bromley-by-Bow) LLP
 Project title

Clockhouse and Access House, Bromley-by-Bow
 Drawing title

Plan B - Land transferred to L&A Trad

Scale @ A3 size
1:1250
 Drawing N°

Date
Aug '17
 Status & Revision

A2774 SK170928-2

Assael

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Key

- Proposed Ownership Boundary
- Land currently owned by Plot (Bromley-by-Bow) LLP, being transferred to L&A Trad (791 sqm / 0.079 ha)

PLANNING PERMISSION

FULL PLANNING PERMISSION 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

L&A TRAD Limited c/o Lindhill Properties Limited
(Lindhill) c/o Agent

Holly Mitchell,
Simply Planning
15 Buckingham Gate
London
SW1E 6LB

Part I - Particulars of Application

Date of Application: 31-Jul-2017

Application No: 17/0344/FUL

Proposal: Application for full planning permission for the demolition of existing buildings and the development of a mixed-use scheme to include five buildings, ranging between 8 and 14 storeys in height, which would comprise 407 residential units (Use Class C3), 355 sqm of employment space (Use Class B1), 274 sqm of flexible retail space (Class A1/A3/A4), together with the provision of basement cycle parking, street level car parking, public realm, vehicular access and the replacement of the adjacent river wall.

Location: Land at Imperial Street, Bromley by Bow, London, E3 3ED

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:

1. Time Period

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

Reason: To comply with the provisions of Section 91 of the Town and Country

Planning Act 1990.

2. Approved Plans

The development, including demolition and construction, shall be carried out in accordance with the following details and plan numbers and retained thereafter:

Drawing Nos: 14.157 D01; 14.157 D02; 14.157 D03 Rev A; 14.157 D20; 14.157 D21 Rev A; 14.157 D22; 14.157 D23; 14.157 D24; 14.157 D25; 14.157 D26; 14.157 D27; 14.157 D28; 14.157 D29; 14.157 D30; 14.157 D31; 14.157 D32 Rev A; 14.157 D33 Rev A; 14.157 D34; 14.157 D35; 14.157 D36; 14.157 D37; 14.157 D38 Rev A; 14.157 D39; 14.157 D40; 14.157 D41; 14.157 D42 Rev A; 14.157 D43; 11925-CIV-660; 11925-CIV-650 Rev E; 11925-CIV-960 Rev A; 11925-CIV-961 Rev D; 1195-CIV-200 Rev G; 1618/D50 Rev A; 1618/D51 Rev A; 1618/D52 Rev A; 1618/D53 Rev A; 1618/D54 Rev A; 1618/D55 Rev A; 1618/D56 Rev A; 1618/D57 Rev A; 1618/D58 Rev A; 1618/D59 Rev A; 1618/D60 Rev A; 1618/D61 Rev A; 1618/D62 Rev A; 132-BBB D05 Rev B; 132-BBB D06 Rev B; D07 Rev A; D08 Rev A; D09; D10 Rev A; D11 Rev A; D12; D13; D14; D15; D16 Rev A; Hoarding/Pedestrian/Cycle Access; BB079.D.02.TP1; BB079.D.02.TP2; 132-BBB D17.

Documents: Planning Statement July 2017; Environmental Statement July 2017; Environmental Statement Part Technical Summary July 2017; Transport Assessment October 2017; Design and Access Statement July 2017; Energy Statement July 2017; District Energy Assessment July 2017; Sustainability Statement July 2017; Statement of Community Involvement July 2017; Internal Daylight, Sunlight & Overshadowing Assessments July 2017.

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

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

3. Notice of Commencement

The development, including demolition, 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 written evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

Pre commencement justification: To enable the LPA to monitor development.

4. Non-Road Mobile Machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development in line with London Plan policy 7.14 and the Mayor's SPG: The Control of Dust and Emissions during Construction and Demolition

5. Archaeology

A. No demolition or development hereby permitted shall commence until a programme of archaeological work including a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions, and all of the following:

- i. The provision of a site deposit model.
- ii. The programme and methodology of site investigation and recording.
- iii. The programme for post investigation assessment.
- iv. Provision to be made for analysis of the site investigation and recording.
- v. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
- vi. Provision to be made for archive deposition of the analysis and records of the site investigation.
- vii. Nomination of a competent person or persons/organisation to undertake the works set out within the Written Scheme of Investigation.

B. No demolition or development shall take place other than in accordance with the Written Scheme of Investigation approved under part (A) of this condition.

C. The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under part (A) of this condition and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: Development must not commence before this condition is discharged to safeguard the heritage assets by ensuring that any archaeological remains that may exist on site are not permanently destroyed.

Pre commencement justification: To ensure appropriate measures are adopted prior to commencement of the works to protect archaeological remains

6. Demolition and Construction Management Plan

No demolition or development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Method of Demolition and Construction Statement, have been submitted to and approved in writing by the local planning authority. The Method of Demolition and Construction Statement shall include details regarding:

- a) Hours of work and noise mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) The notification of neighbours with regard to specific works;
- d) Advance notification of road closures;
- e) Details regarding parking, deliveries, and storage (including hours of deliveries);
- f) Details of measures to prevent the deposit of mud and debris on the public highway;
- g) A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight.
- h) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- i) Details of collaboration with adjoining development sites to mitigate against detrimental impacts; and
- j) Any other measures to mitigate the impact of construction upon the amenity of the area (including the River Lea and areas of adjacent habitat) and the function and safety of the highway network.

No demolition or development shall commence until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning within the site or otherwise during the construction period in accordance with the approved details. Demolition and construction work thereafter be carried out in accordance with the details and measures approved in the Method of Demolition and Construction Statement unless otherwise approved in writing by the Local Planning Authority.

Reason: Development must not commence before this condition is discharged to avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process.

The commencement justification: To ensure that demolition and construction impacts are appropriately mitigated in advance of commencement of works.

7. Construction & Demolition Dust Monitoring and Mitigation

Prior to commencement of development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in November 2006 (or any subsequent revision) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring; and
The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.
- The demolition and construction shall thereafter be carried out in accordance with the scheme for dust monitoring, assessment and mitigation for all demolition and construction activities unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the construction of the development minimises its environmental impacts.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

8. Demolition and Construction Waste Management Plan

The Development shall not be commenced until a Demolition and Construction Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The management plan shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of works including site-preparation and remediation. The management plan shall include as a minimum the following information:

- Classification of all waste including hazardous waste according to current legislative provisions;
- Performance measurement and target setting against estimated waste forecasts;
- Reporting of project performance on quantities and options utilised;
- Measures to minimise waste generation;
- Opportunities for re-use or recycling;
- Provision for the segregation of waste streams on the Site that are clearly labelled;
- Licensing requirements for disposal sites;
- An appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- Measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.

The demolition and construction shall thereafter be carried out in accordance with the Demolition and Construction Waste Management Plan unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the construction of the Development minimises its environmental impacts.

Pre-commencement justification: The submission is required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

9. Replacement Flood Defence

The development hereby shall not be commenced until such time as a scheme to demonstrate how the flood defence will be replaced has been submitted to, and approved in writing by, the Local Planning Authority. The new flood defence shall be fully constructed in accordance with the approved details prior to the occupation of the development hereby permitted to ensure that continuous flood protection is provided. The submitted details will be expected to demonstrate the following:

- a) A continuous, fit for purpose secondary defence line at the statutory level will be required for the flood defence replacement works. There must no gates on the secondary defence line – it must be continuous. If access is required over the secondary line, it must be ramped.
- b) Details of the how the new flood wall will be tied into the flood defence at either end of the site and any other structures.

- c) The scheme shall include full details / method statement and drawings detailing how the defence will be replaced to statutory defence height of 5.490m AOD.

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the approved scheme.

Reason: To reduce the risk of flooding to the proposed development and future users.

Pre-commencement justification: The submission is required prior to commencement to ensure that the construction of the proposed Canalside Building would not impede the construction of the replacement river wall.

10. Drainage Strategy

Prior to the commencement of the development hereby permitted, full details of the proposed surface water drainage, for the demolition, construction and operation phases of the development, shall be submitted to and agreed in writing by the Local Planning Authority, and thereafter implemented in accordance with the approved details unless otherwise agreed in writing.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure.

Pre-commencement justification: to ensure that an appropriate drainage strategy can be implemented on site.

11. Water Supply Infrastructure

Prior to the commencement of the development hereby permitted an impact study of the existing water supply infrastructure shall have been first submitted to, and approved in writing by, the Local Planning Authority (in consultation with Thames Water). The study shall determine the magnitude of any new additional capacity required in the system and a suitable connection point which shall be installed prior to the occupation of the development.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with additional demand.

Pre-commencement justification: to ensure that no construction activities are commenced without confirmation that the water supply infrastructure has sufficient capacity to deal with additional demand.

12. Piling Method Statement

No piling including impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water and The Environment Agency. All piling shall be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution.

Pre commencement justification: To ensure that piling methodology is appropriate prior to first commencement.

13. Railway Infrastructure Safeguarding

Works pursuant to Plot A (Canalside Building, Civic Building, Parkside Building and Railway Mews Building) shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the Local Planning Authority which:

- Provide details on all structures.
- Provide details on the use of tall plant/scaffolding.
- Accommodate the location of the existing London Underground structures.
- London Underground inspection and maintenance teams will require 24 hour unrestricted access to the south elevation of the site (specifically to the retaining wall on the boundary). Any fence lines, walls etc shall not restrict this access. In the case where access to a required area is gated, an appropriate mechanism shall be agreed in writing with London Underground prior to the installation of the gate in order to maintain access.
- Demonstrate access to elevations of the building adjacent to the property boundary with London Underground can be undertaken without recourse to entering London Underground land.
- Demonstrate that there will at no time be any potential security risk to London Underground railway property or structures.
- Accommodate ground movement arising from construction.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with The London Plan 2015 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

14. Contamination

- a) No demolition or development hereby permitted shall commence until the following components of a scheme to deal with the risks associated with contamination of the site have been submitted to and approved in writing by the local planning authority:
 - i) A site investigation scheme, based on previous findings to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site;
 - ii) The site investigation results and the detailed risk assessment resulting from i);
 - iii) An options appraisal and remediation strategy giving full details of the remediation measures

required and how they are to be undertaken;

iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall thereafter be implemented in accordance with the details and measures approved.

b) Prior to occupation of any part of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan ("long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.

c) If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, an amendment to the remediation strategy detailing how this unexpected contamination will be dealt with.

Reason: To protect the health of future users or occupants of this site and the wider environment.

Pre-commencement justification: to ensure there is no detrimental health impacts on future users or occupants of the site.

15. Materials

Prior to the commencement of the relevant phase of the development hereby permitted, samples and a schedule of the materials to be used in the external elevations shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Brick (including mortar);
- b) Windows frames;
- c) External doors;
- d) Balustrades;
- e) Privacy screens;
- f) Balconies;
- g) Shopfronts; and
- h) Rainwater goods.

Reason: To ensure that the external appearance of the building is satisfactory.

16. Detailed Design

Prior to the commencement of the relevant phase of the development hereby permitted, detailed architectural drawings (at scales of 1:5, 1:10 or 1:20 where appropriate) shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Detailed brick elements;
- b) Windows;
- c) Building entrances (including cycle, plant and refuse stores);
- d) Shopfronts;
- e) Soffits;
- f) Parapets;
- g) Balconies (including soffits and balustrade detailing)

Reason: To ensure that the construction detailing and external appearance of the building is satisfactory.

17. Landscape Plan

Prior to the commencement of above ground works pursuant to the development hereby approved, a landscaping scheme shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4426:1989 (or equivalent, superseding equivalent) and current Arboricultural best practice. The submitted details are expected to demonstrate the following:

- a) The quantity, size, species (including invasive non-native species and associated control methods), position and the proposed time of planting of all trees and shrubs to be planted.
- b) An indication of how they integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection.
- c) Specification of which shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape.
- d) Details of hard landscaping (including buffers around water bodies), street furniture, lighting and short-stay cycle parking.
- e) Details of any proposed root barrier systems;
- f) Details of the proposed wetland area and floating reed beds (which should incorporate native species);
- g) Details of green and blue roofs and walls; and
- h) A maintenance strategy for the courtyard areas to Block A and Block D.

Reason: In order to ensure high quality soft and hard landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

18. Replacement of dead/damaged planting

Any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced within the first planting season following death, removal, damage or disease.

Reason: In order to ensure long term retention of the landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

19. Cycle Parking

Prior to the occupation of the relevant phase of the development hereby permitted, details of the provision to be made for long-stay cycle parking (minimum capacity: 655 residential spaces; 2 retail spaces; and 4 workspace spaces) shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall thereafter be implemented in full in accordance with the approved details before the occupation of the relevant block and shall thereafter be retained solely for its designated use.

Reason: To ensure adequate cycle parking is available on site and to promote sustainable modes of transport.

20. Waste and Recycling Storage

Prior to the first occupation of the development hereby permitted, details of waste and recycling storage for the development shall be submitted to and approved in writing by the Local Planning Authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the commencement of the development hereby permitted, and shall thereafter be retained solely for its designated use. The waste and recycling storage areas/facilities are expected to demonstrate the following:

- The facilities are appropriately ventilated.
- Have a suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages.
- Features gates/doors with galvanised metal frames/hinges and locks.
- Have sufficient capacity to service the relevant building/use.
- Have maintenance facilities including a wash-down tap and floor drain.

Reason: To ensure suitable provision for the occupants of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area.

21. BREEAM New Construction (Interim Rating)

Within three months of the commencement of the relevant block, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that the commercial and retail units hereby permitted have achieved an interim BREEAM rating of "Very Good" (shell only) under the BREEAM New Construction 2014 Scheme. The works shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that the development has an acceptable level of sustainability.

22. BREEAM New Construction (Final Certificates)

Within three months following the first occupation of the commercial and retail units hereby permitted, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that they have achieved a final BREEAM rating of "Very Good" shell only under the BREEAM New Construction 2014 Scheme. The approved details shall thereafter be maintained onsite.

Reason: To ensure that the development has an acceptable level of sustainability.

23. Secured by Design

The development shall be constructed and operated thereafter to 'Secured by Design Standards'. A certificate of accreditation to Secured by Design Standards shall be submitted to the local planning authority for approval in writing prior first occupation of the residential development hereby permitted.

Reason: To ensure that the development maintains and enhances community safety

24. Car Parking Strategy and Management Plan

Prior to the commencement of development hereby permitted, the following details shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter be operated in accordance with the approved details.

- a) A Car Parking Strategy providing details of car parking (including blue badge parking, provision for motorcycle parking and electric vehicle charging points), garaging, manoeuvring and the loading and unloading of vehicles shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of above ground works. The parking, manoeuvring and loading/unloading area shall be laid out and made available for use in

accordance with the approved scheme before the phase development hereby permitted is occupied and that area shall not thereafter be used for any other purpose, or obstructed in any way.

- b) No part of the development hereby permitted shall be occupied until a car parking management plan (which shall set out how the car park will be operated and monitored including how residents with a disability will have priority access to a parking space) has been submitted to and approved in writing by the Local Planning Authority and the car park shall be operated in accordance with the approved plan for the lifetime of the development.

Reason: To enable vehicles to draw off, park and turn clear of the highway, minimising danger, obstruction and inconvenience to users of the adjoining highway and to minimise impact on amenity.

25. Service and Delivery Plan

Prior to the occupation of the development hereby permitted, a Service and Delivery Management Plan (including details of refuse collection for residential and commercial uses) shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter be operated in accordance with the approved details.

Reason: To avoid obstruction of the surrounding streets and limit the effects of the increase in travel movements within the locality as well as safeguarding public safety and the amenity of the surrounding area.

26. Internal and External Plant Equipment

Prior to the commencement of above ground construction works, full details of internal and external plant equipment and trunking, including building services plant, ventilation and filtration equipment and commercial kitchen exhaust ducting/ventilation, shall have been submitted to and approved in writing by the local planning authority. The development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be maintained in accordance with the manufacturers' instructions.

Reason: To ensure appropriate appearance and that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or to the area generally.

27. Noise Levels – Mechanical Equipment or Plant

Noise from any mechanical equipment or building services plant, as measured in accordance with BS4142: 2014, shall not exceed the background noise level L90B(A) 15 minutes, when measured outside the window of the nearest noise sensitive or residential premises.

Reason: To protect the amenities of adjoining occupiers and the surrounding area.

28. Lighting Strategy

Prior to the commencement of above ground construction works, a lighting strategy for the streets, buildings and open spaces shall be submitted and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the lighting scheme has been designed to ensure that it minimises impacts on bats and other species impacted by artificial lighting and minimises any impact upon residential amenity. The development hereby permitted shall thereafter be carried out in accordance with the approved details.

Reason: To ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design.

29. Hours of Operation

Prior to the first occupation of the development hereby permitted, details of the hours of operation for the commercial units hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The commercial units shall thereafter be occupied solely in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or users of the area generally.

30. Sustainable Urban Drainage

No building hereby permitted shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with the submitted details (as set out within Flood Risk and Drainage Assessment Report July 2017). The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the approved details.

Reason: To manage the water environment of the development and mitigate the impact on flood risk, water quality, habitat and amenity value.

31. Adaptable & Wheelchair Accessible Housing

At least ten per cent of the residential units hereby permitted shall be constructed to comply with Part M4(3) of the Building Regulations. Any communal areas and accesses serving the M4(3) compliant Wheelchair User Dwellings shall also comply with Part M4(3). All other residential units (other than units A2-A-01-01 and A2-B-0-02 within the Parkside Building), communal areas and accesses hereby permitted shall be constructed to comply with Part M4(2) of the Building Regulations.

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints

32. Potable Water

The residential dwellings hereby permitted shall achieve potable water use of 110 litres per person per day when calculated in line with the requirements of Building Regulations Part G2 unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

33. Imperial Street Vehicle Access

Prior to first occupation of the development hereby permitted, the detailed design of the final vehicle and pedestrian access to the site from Imperial Street shall be submitted to and approved in writing by the local planning authority. The final design of the vehicular and pedestrian access shall be implemented prior to the first residential occupation of any future development of the site (and site of any subsequent landowner) and shall be carried out in accordance with the approved details and retained thereafter unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of the safety and operation of the highway network.

34. Parking Permit Free

No occupiers of the residential units hereby permitted, with the exception of disabled persons who are blue badge holders, shall apply to the Council for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the Council within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets.

35. Ventilation Strategy

Prior to the commencement of above ground works, a ventilation strategy for Block D of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall demonstrate adequate mitigation measures with respect to NOx filtration or ventilation. The development shall be thereafter carried out prior to first occupation in accordance with the approved details and the mitigation measure maintained as part of the development unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the residential unit within Block D are appropriately ventilated and achieve suitable level of internal air quality.

36. CHP Emissions

Any proposed CHP equipment to be installed within the development hereby permitted shall ensure that NOx emissions of <95mgNm⁻³ are achieved and maintained unless otherwise first approved in writing by the Local Planning Authority in order to ensure that the building emissions is air quality

neutral .

Reason: to ensure the development does not have an adverse impact on the local air quality.

37. Overheating

Prior to the commencement of above ground works, an overheating strategy shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall be implemented and maintained on site unless otherwise agreed in writing by the Local Planning Authority. The strategy shall include details of the following:

- a) Passive measures included in the design and provided by the developer to mitigate against overheating including, but not limited to, floor to ceiling heights of at least 2500mm, internal blinds in bedrooms, glazing g-value of 0.65 or below, and openable windows (with appropriate provision for security on lower floors).
- b) Details of measures that will be installed to prevent overheating in common areas with communal heating pipework in line with objective 3.9 of CLS3 CP1.
- c) Details of any management strategies required to control overheating or information that will be supplied to occupants to support the strategy.
- d) Dynamic modelling in line with CIBSE TM59 shall be carried out to demonstrate that the measures installed are appropriate to control overheating without the need for mechanical cooling.

Reason: To ensure that suitable living conditions are achieved within the development and that the building does not overheat.

38. Wind

Prior to the first occupation of the development hereby permitted, the wind mitigation measures outlined in Volume 1, Part 11 (Wind Microclimate) of the Imperial Street Environmental Statement shall be physically implemented within the scheme and retained thereafter. Any subsequent changes to the scheme will require further wind testing to be submitted and approved in writing by the Local Planning Authority.

Reason: In order to ensure a high quality of design and public realm in regards to wind safety and comfort.

39. Removal of Permitted Development Rights - General

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no enlargement, improvement, alteration, building, or enclosure permitted by Schedule 2, Part 1, Classes A, B, C, D, E or F of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To safeguard the visual amenities of the area and ensure that the external appearance of the development is satisfactory.

40. Removal of Permitted Development Rights – Change of Use

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no change of use permitted by Schedule 2, Part 3, Class O of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To safeguard the provision of B1a office space within the development and the proposed Bramley by Bow District Centre.

41. Protected Species Survey

Prior to the commencement of demolition works, a suitably qualified ecologist shall undertake pre-construction protected species surveys across the site in order to confirm the absence of nesting bats and birds. Should protected species be identified on the site then details of a suitable methodology for the protection of the protected species shall be submitted to and approved in writing by the Local Planning Authority. The development shall be thereafter carried out in accordance with the approved details.

Reason: To safeguard the habitat of protected species and prevent irrevocable damage to habitat and wildlife.

Pre-commencement justification: to ensure that appropriate measures are taken to safeguard protected species in advance of demolition.

42. Residential Noise Standards:

All residential premises shall be designed and constructed 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 residential units shall be occupied in compliance with the details above.

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.

43. Sound Insulation and Noise Mitigation Details – Residential

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.

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

The Development shall not be occupied until details of a 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.

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

45. Fabric Efficiency Standards

The development shall be built to meet as a minimum the interim Fabric Energy Efficiency Standards (FEES) for domestic dwellings. The following requirements shall apply:

- a) the aforementioned standards shall be required in respect of any Residential Unit for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement;
- b) the aforementioned standards shall continue to be required in respect of any Residential Unit for which Reserved Matters are lodged in the period:
 - (i) commencing with the date of such abolition or replacement; and
 - (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing that the fabric efficiency performance of Residential Units is at least equivalent to the aforementioned standards (for the purposes of this Condition only, the "Alternative Certification");
- c) the standards identified as part of the Alternative Certification shall be required in respect of any Residential Unit for which Reserved Matters are lodged following the Approval Date, and FEES shall no longer apply to such Residential Units.

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

46. Smart Meters and Reduction of Energy Demand

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 Units 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) The applicant/developer should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained (<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>).
- 2) The applicant/developer is advised that any encroachment or access onto the canal towpath requires written consent from the Canal & River Trust, and that they should contact the Canal & River Trust's Estates Surveyor Jonathan Young (jonathan.young@canalrivertrust.org.uk) regarding the required access agreement.
- 3) The applicant/developer is advised that any drainage to the river requires written consent from the Canal & River Trust, and they should contact the Canal & River Trust's Utilities team for more information (nick.bogson@canalrivertrust.org.uk).
- 4) Please be advised that with regards to Condition 17 that the wetland ecological area is likely to be partly overshadowed by the canal side building. Plant species should therefore be suitable with regards to the amount of shading the site will receive throughout the day.
- 5) Under the terms of the Environmental Permitting Regulations a Flood Risk Activity Permit is required from the Environment Agency for any proposed works or structures, in, under, over or within 8 metres of the top of the bank of the River Lee, designated a 'main river'. A FRA permit will be required, including for headwall proposals into channel and floating reedbed.
- 6) Details of lower risk activities that may be Excluded or Exempt from the Permitting Regulations can be found on the gov.uk website. For further information please contact us at PSO-Thames@environment-agency.gov.uk.
- 7) The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; drainage; excavation; construction methods; tall plant; scaffolding; security; boundary treatment; safety barriers; landscaping and lighting.
- 8) With respect to Condition 24, electric vehicle charging points will be expected to demonstrate 20% active and 20% passive provision. The strategy will also need to set out how any additional demand for permit transfer scheme or blue badge parking by residents or employees will be monitored and managed.
- 9) In relation to Condition 20, TfL will expect details of the cycle parking to be secured by condition, to include provision for creative, high quality fit-for-purpose facilities, including lockers and storage, and that at least 5% of spaces should be capable of accommodating non-standard cycles, in line with London Cycling Design Standards (LCDS).

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: **XX February 2018**

A Hollingsworth

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

DRAFT

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.

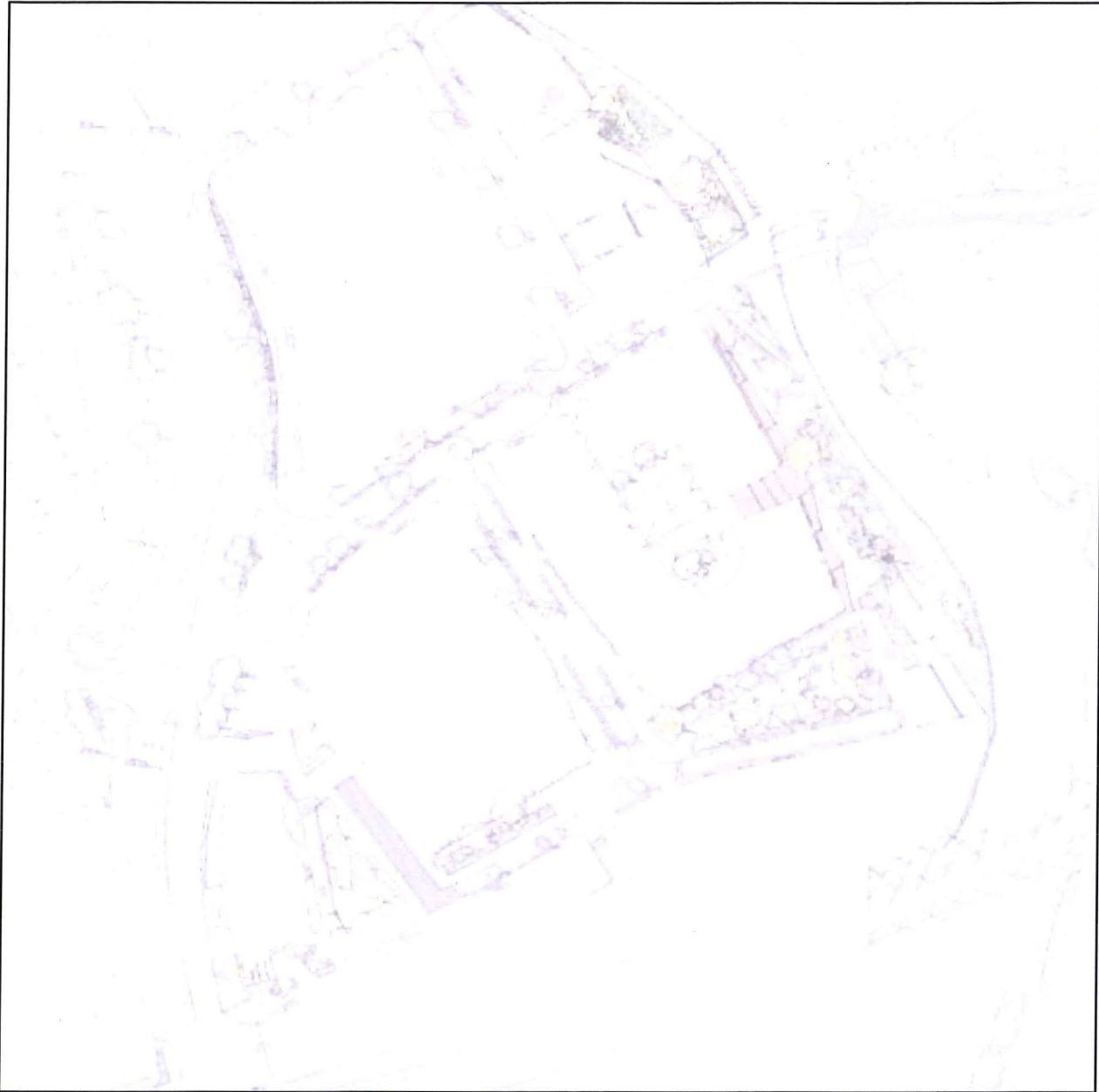
Purchase Notice

- * 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.

FRAMEWORK ESTATE MANAGEMENT STRATEGY

Framework Estate Management Strategy Bromley By Bow South

May 2018



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- 1 The public realm to be delivered in Phase One by L&A TRAD
- 2 The public realm to be delivered in Phase One by PLOT (Bromley-By-Bow) LLP

1 Executive Summary

- 1.1 Bromley-By-Bow South (BBBS) phase one developers, L&A TRAD and PLOT (Bromley-By-Bow) LLP submit this Framework Estate Management Strategy (FEMS) in response to the requirements of the Bromley By Bow Supplementary Planning Document (SPD) which was adopted on the 27th April 2017.
- 1.2 All three phases of development on BBBS involve the delivery of public realm areas by different developers. With the exception of the bus routes that run through the scheme, all public realm areas will be retained in private ownership.
- 1.3 The principal services to be delivered to the public realm areas will be extensive and include compliance with planning obligations and conditions, Health and Safety adherence, insurance, cleaning, waste management, landscaping, security, fabric, lighting and M and E maintenance.
- 1.4 Owners/occupiers, will pay service charges to fund these services. Depending on where a unit is located, an owner/occupier may be required to pay both a building service charge (i.e. if the unit is an apartment in a block) and also the estate service charge which pays for the services delivered to the public realm.
- 1.5 The obligations to provide services and to pay for them will need to be clearly defined within the legal documentation.
- 1.6 L&A TRAD and PLOT (Bromley-By-Bow) LLP acknowledge the importance that should be placed on public realm management and propose that together they will finalise the Detailed Estate Management Strategy (DEMS) based on the principles outlined in this FEMS in order to satisfy the SPD requirement concerning public realm management. They propose that this strategy is then used as a guidance document for all developers on BBBS. This DEMS will be submitted for approval to the LLDC prior to occupation of the first phase of BBBS.
- 1.7 L&A TRAD and PLOT (Bromley-By-Bow) LLP will also form a management committee (to be known as the Joint Management Committee) to oversee the management and maintenance of the public realm. Depending on the stage of development, this committee may be established by one party, with the second developer joining at an appropriate stage. It is anticipated that the Joint Management Committee may well be expanded in the future so that owners of subsequent phases can be invited to join.

2 Introduction

- 2.1 Site Allocation 4.1 in the LLDC Local Plan 2015-2031 comprises two key development sites: Bromley-by-Bow North (BBBN) and Bromley-by-Bow South (BBBS) and through their redevelopment the Plan envisages the creation of a high quality mixed use neighbourhood incorporating a community centre, new homes, new and replacement employment generating business spaces, a primary school, social, community and leisure facilities, a park, a riverside walk, a new junction and new surface crossings across the A12.
- 2.2 This FEMS for Bromley By Bow South is submitted on behalf of the BBBS phase one developers, namely L&A TRAD and PLOT (Bromley-By-Bow) LLP in response to requirements of the Bromley By Bow Supplementary Planning Document (SPD) (adopted on 27th April 2017) which provides guidance on the implementation of policies within the LLDC Local Plan (July 2015). This strategy does not consider any of the public realm within Bromley By Bow North.
- 2.3 The first landowner who submits a planning application on the BBBS site is required to submit proposals for a detailed site wide management strategy for those parts of the public realm that will remain in private ownership across BBBS. All landowners submitting planning applications subsequently in the area may then be required to adhere to the guiding principles of this submitted and approved strategy.
- 2.4 This FEMS is the first document which attempts to establish the principles for the site wide management company and future management companies. It reflects the in principle agreement that has been reached by the initial developers, L&A TRAD and PLOT (Bromley-By-Bow) LLP, as to how the public realm areas will be managed

3 Land Ownerships

3.1 The plan in Figure 1 below shows the PLOT (Bromley-By-Bow) LLP and L&A TRAD ownerships within BBBS post transfer from Gapsun to L&A TRAD and the land swap.



Figure 1: Land ownerships within BBBS

3.2 The master plan envisages that development will take place in phases as shown in Figure 2 below. However, land ownership boundaries are likely to be refined overtime enabling modified plot delivery.



Figure 2: Phasing of BBBS development (plots 1 to 7)

4. Public Realm Delivery

- 4.1 A comprehensive illustrative public realm proposal has been prepared by East Architects for BBBS.
- 4.2 The public realm to be delivered in Phase One by L&A TRAD is shown in Appendix 1. This comprises:
- Delivery of the Residential Park incorporated within the L&A TRAD planning application.
 - Contribution towards the initial junction works and connectivity improvements, to be designed and implemented by TFL.
 - Construction of the new pedestrian and cycle routes within the respective red line boundaries through the site to the river
 - Delivery of the Ecological Riverside Area by L&A TRAD.
 - Construction of the public realm in front of Block D1 by L&A TRAD.
 - Installation of temporary and permanent road and pavement solutions.
 - Erection of the future dock for the floating tow path by L&A TRAD.
- 4.3 The public realm to be delivered in Phase One by PLOT (Bromley-By-Bow) LLP is shown in Appendix 2. This comprises:
- Delivery of all of the public realm shown shaded red in Appendix 2 and forming part of the detailed planning permission.
 - Intersections with the adopted highway and existing underpass.
- 4.4 All of these areas will be held in private ownership and will be classified as public realm (where they are not dedicated for the use of specific occupiers of buildings) as per the respective planning permissions.
- 4.5 These initial areas of development will combine with the public realm in subsequent phases. Although the northern plots are in mixed landownership it is anticipated that landowners will either combine their landholdings or work together to submit joint applications which reflect the plots and phasing within the SPD.
- 4.6 The final scheme scenario is likely to comprise the following public areas which are shown in Figure 3 below. The names given are for ease of reference and may change over time and following implementation.
- Vestibule (completed in Phase One)
 - Urban Square (completed in Phase One)
 - Green Street (completed in later phases)
 - Residents Park (mostly completed in Phase One)
 - Riverside Park (commenced in Phase One but completed in later phases)
 - Towpath Park (delivered in later phases)
 - Provision of a 5+ play area
 - Reservation of an area for bike docking stations to be provided by TfL



Figure 3: Identification of public open spaces within BBBS

4.7 Streets will interlink these public open spaces - they will comprise three main east west streets connected by calmer, neighbourhood streets. All streets will remain in private ownership with the exception of those that form the bus route which are identified in blue below in Figure 4. These are intended to be adopted by the relevant authority (some parts TfL, some elements LBTH) after construction within the relevant phase.

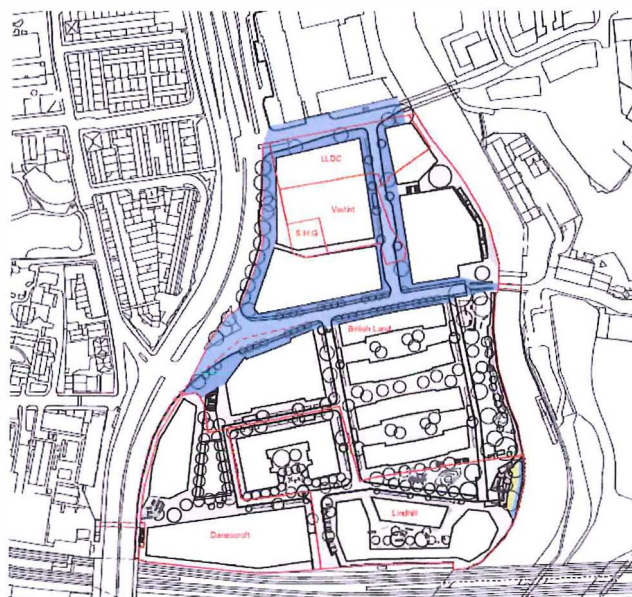


Figure 4: Streets to be adopted.

5. Phase One - Proposals for a Site Wide Management and Maintenance Strategy

- 5.1 The BBBS SPD envisages that a site wide management company will be set up to define the management and maintenance for the entire BBBS site.
- 5.2 The implementation of any overriding site wide management company structure would require all landowners within BBBS to define a significant number of legal parameters in connection with its establishment. Bearing in mind that planning applications have only been submitted in respect of a small element of the area so far, it is not possible at this time to advance such discussions.
- 5.3 **However both L&A TRAD and PLOT (Bromley-By-Bow) LLP acknowledge the importance that should be placed on public realm management even at this stage in the planning process and accordingly they propose the following for their development plots:**
- L&A TRAD and PLOT (Bromley-By-Bow) LLP will agree a DEMS, which pursuant to the respective planning permissions, will be submitted and approved by the LLDC prior to occupation. This strategy will detail a standardisation of approach to management, the agreement of certain key performance indicators that should be followed and the minimum service level standards to be achieved.
 - Both L&A TRAD and PLOT (Bromley-By-Bow) LLP will then agree to manage the public realm within their respective ownerships in accordance with this agreed BBBS DEMS and they will ensure that the plot management company that they each establish to manage their individual public realm is constituted to continue to manage the public realm in accordance with this strategy.
 - The DEMS will set the terms of reference of the joint management committee which will be formed by L&A TRAD and PLOT (BBB) LLP although depending on the stage of development the committee may initially be established by one developer with the second joining at a later date. This committee will produce a BBBS Charter which will define the commitments to occupiers and visitors relating to public realm management. This will ensure that the vision for BBBS, as formulated during the master planning stage, is maintained throughout the life of the development.
 - This agreed united approach and requirement to achieve certain service levels standards will then be used to define the duties and services outlined in Section 6 of this report and be built into the service level agreements signed with specialist contractors who will provide many of the services.
 - This management committee will also debate the viability of cross charging other ownerships for elements of public realm that sit within certain plots but benefit the occupiers and visitors of all plots within BBBS. Any such approach would need to be incorporated within all legal agreements to ensure the ability to recover charges that relate to this acknowledgement of interdependence relating to public realm.
- 5.4 It is anticipated that the joint management committee may well be expanded in the future so that owners of subsequent phases can be invited to join with the ability to vary the terms of reference of the BBBS DEMS and Charter to ensure a consistency of management across all phases of the BBBS development

6. Duties and Services to be Provided in Respect of the Public Realm

- 6.1 Only the bus route shown in Figure 4 will be adopted by LBTH and maintained by their highways department. All other public realm areas **that fall outside the ownership of individual blocks and dwellings** will be maintained by the landowners of each site or an estate management company with costs recovered from the occupiers, and developers or owners in instances where residential units remain unlet or unsold; by way of an estate service charge. Any communal areas associated with individual blocks will be managed by the owners of the blocks or a management company/managing agent, the costs of which will form part of a block service charge..
- 6.2 This section considers the duties and services that will be undertaken in order to maintain the public realm to the standard envisaged by the master plan.

Management Duties

- 6.3 The duties will be numerous including:
- Compliance with planning obligations and conditions.
 - Establishment of a management regime available to engage with occupiers.
 - Ensuring that the scheme is fully compliant with all statutory legislation at all times and undertaking all required risk assessments.
 - Setting and administering the service charge regime and devising a recovery mechanism that is fair and transparent, affordable and in accordance with the RICS Code of Practice and residential legislation.
 - Issuing service charge and insurance demands and undertaking all associated accounting functions.
 - Ensuring all expenditure is openly and transparently accounted for and that service charges are kept to a reasonable level but not to the detriment of the quality of service required.
 - Promoting accessibility and diversified use of open space
 - Establishing and administering where required methods of cost accrual for future large capital expenditure items.
 - Co-coordinating emergency procedures and safety routines.
 - Procurement of specialist contractors for such services as M and E, utilities, cleaning, waste management, security, landscaping and fabric maintenance. Constantly monitoring and benchmarking these contractors against statutory requirements and industry best practice.
 - Transparent and open communication with all stakeholders
 - Maintaining a viable DEMS that meets these objectives and those of general good estate management practice.
 - The encouragement of the establishment of local groups to promote the development of an inclusive community.

Tendering Of Services

- 6.4 It is anticipated that the landowners or management companies would either manage the scheme directly or appoint specialist managing agents whose procurement programmes would focus on achieving supply partner relationships which deliver best value for money in a framework which is fully compliant with the RICS Service Charge Codes and other relevant residential legislation.
- 6.5 It is envisaged that a competitive tender process for the awarding of all contracts would be operated in accordance with the RICS Service Charge Code, the British Standard for Procuring Sustainably, the British Standard for Procuring Facility-Related Services, and ARMA Q.
- 6.6 The principal services are likely to include:
- Utilities - electricity consumption to the street lamps, public realm, estate management office, water consumption for the on-site management team, cleaning operation to the hard landscaping, any water used for irrigation of the soft landscaping over and above sustainable initiatives.
 - Management Fees – the fee charged by the management company or an appointed managing agent to manage the services.
 - Cleaning – the cost of a cleaning programme to all public realm areas within the development including site, general, specialist cleaning, pest control, equipment hire.
 - Waste Management – the implementation of the waste management strategy.
 - Safety And Security – the provision of security to the public realm including costs relating to guarding, radios, CCTV maintenance, and vehicle hire.
 - Landscaping – the maintenance of the external soft landscaping within the public realm and the parks and any replanting and soil dressing.
 - M and E Maintenance – the cost of for maintaining and repairing the lighting and associated electrical equipment and control systems within the public realm.
 - Staff And Office Costs – The employment costs of the team required to run BBBS and associated running costs such as those relating to accommodation, office equipment and IT.
 - Fabric Repairs And Maintenance - relating to the hard landscaped areas, the drainage system and any art work.
 - Significant Capital Replacement Costs – the collection of sums over a number of years for the replacement of large capital expenditure items for example by way of an asset register and life cycle plan relating to identified assets with anticipated expenditure requirement dates.
 - Health And Safety – the undertaking of risk assessments and required remedial actions.
 - Enforcing an agreed parking control strategy to prevent illegal parking on private roads.
 - Consultants – the cost of engagement of specialist consultants.
 - Insurance
 - All services to be administered in accordance with the RICS Service Charge Code, ARMA Q, and other such codes as appropriate.

The Major Services

- 6.7 As with all schemes of this nature the services that tend to comprise the largest cost headings within the budget and those that have a significant effect on the environment and the 'branding of the scheme' are cleaning, landscaping, security and staffing.

Landscaping

- 6.8 It is anticipated that the appointed landscaping contractor will be engaged to undertake tasks similar to those below. On many developments it is common for the regular duties to be undertaken weekly in the summer and fortnightly during the winter months.

- Apply feed to all planted areas as required
- Provide ongoing weed control
- Keep all shrub beds in weed – free condition by using chemical control and hand removal of weeds.
- Treat all hard standing areas with weed killer when required including edges and block paving but excluding roadways.
- Cut back any encroachment of planting on roads and pathways as necessary.
- Mow grass, trim edges and remove grass cuttings and dispose of or recycle as compost. Dead head flowering shrubs as required
- Prune and shape shrubs as required to encourage new growth.
- Plant spring/summer seasonal plants as required and replace any planting which is failing.
- Apply soil treatment annually
- Apply compost mulch to borders annually ensuring that areas are dug out before the mulch is applied.
- Tree Surgery - Attend annually using access equipment: crown reduce and shape all trees removing any dead and low growing branches. Reduce /Remove tree overhang on all walkways/footpaths.
- Pick up and take away windblown litter from all landscaped areas.

Cleaning

- 6.9 The types of duties undertaken by the cleaning team are likely to comprise:

- Clearing litter from roadways, pavements and landscaped areas.
- Clearing away any litter or other detritus from covers to road gullies and surface drainage to prevent the build-up of silt and debris.
- Sweeping all walkways and kerbs and where possible removing all weeds and moss.
- Emptying and cleaning all site litter bins.
- Cleaning low level metal work, estate signage, gates, barriers, etc.
- Cleaning all street furniture and lampposts
- Carrying out a machine sweep of estate roads

Security

- 6.10 An assessment will be made as to what security measures need to be employed to meet the safe and secure aspirations of the development. It will be important that BBBS establishes a strong reputation in this respect from the outset and the managing team will need to work with their stakeholders and neighbours to achieve this. Key relationships will be those with the Police, the local borough, and any security operators working on neighbouring schemes. It will be determined as to whether any manned security will be required (whether in terms of daily or mobile patrols) and whether any CCTV

monitoring should be undertaken of any areas of the public realm. If these measures are found to be required then the landowner or management company would engage the services of security contractors. Security staff on such schemes commonly undertake tasks such as patrolling, CCTV monitoring, community liaison, traffic management and controlling scheme access.

Staffing

- 6.11 All suppliers on the scheme will be monitored by a management team which will be responsible for ensuring that they are meeting all key performance indicators within their contracts. It may be that the size of the initial phase does not require an on-site staffing presence but even if the management team are attending on-site on a part time basis, they will always be contactable and an out of hours service will also be available as appropriate for publically accessible areas.
- 6.12 Of particular importance will be ensuring that the public realm areas are statutorily compliant at all times. For example the management team will need to ensure full compliance with all general risk assessments and in many instances they will require contractors to complete site safety checklists as provided by a Risk Assessor ensuring for example that: (this is not an exhaustive list)
- All hard and soft landscaping is in a sound condition
 - There are no slippery surfaces
 - No raised paving edges present possible trip hazards
 - No unauthorised signage has been installed
 - All lighting is working and all lighting units appear safe
 - There have been no hazardous spills
 - All waste bins are secure.
 - Estate signage in good condition
 - Waste bins secure
- 6.13 Similarly the management team will ensure that:
- Planned and reactive maintenance strategies are in place and are constantly reviewed.
 - All required repairs to hard and soft landscaped areas, street furniture, the drainage system and all other public realm areas are carried out without delay.
 - Lighting will be maintained and repaired promptly in particular ensuring that all defective external lighting is replaced without undue delay.
 - All fly tipping and graffiti is removed as quickly as possible.

7 Funding for the Management and Maintenance of the Public Realm within BBBS

- 7.1 The money for funding the services outlined in Section 6 will come from the payment of service charges by the owners/occupiers. The obligations to provide services and to pay for them will need to be clearly defined within the legal documentation.
- 7.2 Depending on where a unit is located, an owner/occupier may be required to pay both a building service charge (i.e. if the unit is in a multi-occupied block) and also the estate service charge which pays for the services delivered to the public realm. It is usual for all tiers of charges to be raised in one invoice with the estate service charge being levied on the building owner or Block Management Company who then raises an invoice to the occupier for both the block and estate service charge. The building owner or Block Management Company is required to pay the estate service charge to the Estate Management Company and it recoups that expenditure from the residential units within the building.
- 7.3 If a particular outside area is not for the benefit of all but only for particular occupiers of a block (i.e. a courtyard that is access controlled) then the cost for its maintenance and management should be borne by the block occupiers only. This does not necessarily mean that the Estate Management Company cannot deliver the services if it is more cost efficient to do so, it just means they will levy all the costs on those occupiers that benefit.
- 7.4 Typical cost headings within an estate service charge include:

TYPICAL BUDGET HEADINGS
Utilities
Electricity
Water
Total
Management Fees
Management Company Fees
Total
Cleaning
Site Cleaners
General Cleaning
Road Sweeper Hire
Scrubber Dryer Hire
Refuse and site recycling facility collection
Pest Control
Total
Security
Guarding
Radios
CCTV Maintenance
Electric vehicle hire
Patrol Monitoring System
Consumables-access cards etc.

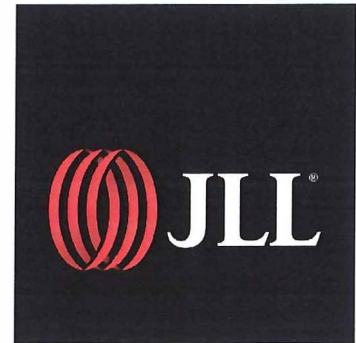
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Total
Landscape
Maintenance
Seasonal Decoration
Re-Planting/Soil Dressing
Total
Mechanical & Electrical
Lighting Maintenance
Repair Contingency
Total
Staff Costs/Marketing & Promotions
Estates Director
Admin Support
Office equipment, phones etc.
IT
Events/Marketing
Total
Fabric Repairs & Maintenance
General maintenance
Artwork Maintenance
Drainage
Play Space equipment
Planned Maintenance Programme
Total
Health & Safety
General Risk Assessments
Contingency
Total
Consultants
Sustainability
Service Charge Audit
Total
Sinking Fund for planned capital investment
Total

- 7.5 It will be important that the legal wording of the lease and tenancy documents facilitates the structure and cost recovery mechanism that is decided upon by the owners. It should not be too prescriptive so that modifications cannot be made to what was initially envisaged.
- 7.6 The definition of the public realm will be important and also terms such as plot and estate within the legal agreements. There should be the ability for these to change over time if required.
- 7.7 It will be important that the tiers of interests within the legal structure mirror each other regarding these obligations so for example there is the ability to approach another tier (i.e. the building owner) in the event an occupier defaults. The list of services defined should include those mentioned above in Section 6 and any others envisaged in the future.

Framework Estate Management Strategy – Bromley By Bow South

- 7.8 An individual unit's apportionment will be determined by a fair and transparent mechanism and this may be by reference to area, number of habitable rooms, number of bedrooms or by another method as determined by the management company/owner or managing agent. It will be important that all relevant mandatory and advisory codes are complied with together with the residential consultative legislation. Charges levied will need to be deemed affordable to the various uses.
- 7.9 As referred to above it is common to raise charges at block owner level (i.e. investor level of the block, RSL, Residential Management Company etc.) with that entity recovering the estate and block service charge from the occupiers in the legal tier below. If a unit isn't occupied then it is a void cost to the Landlord of that block and they would be required to make payment of the estate service charge for that unit. Where a unit is an individual house dwelling if it is completed but not sold or let then the developer will be responsible for the payment of the service charge allocated to it. If the unit is sold or let but not occupied then the tenant/owner who is not in occupation is still responsible for the payment of the service charge.
- 7.10 All legal agreements across all plots will need to be similarly drafted so that no residual liabilities are created for the developer/landowner or any underfunding of the Management Company results.
- 7.11 It is crucial that any Management Company is fully funded to ensure it has the ability to perform all its obligations and provide all necessary services.



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Appendix 1

Phase One by L&A TRAD



1. All dimensions shall be in feet and inches.
 2. All dimensions shall be taken from the centerline of the street.
 3. All dimensions shall be taken from the centerline of the street.
 4. All dimensions shall be taken from the centerline of the street.

- New Area - Proposed Building
- New Area - Proposed Parking
- Existing Area - Building
- Existing Area - Parking
- New Area - Landscaping

11. 11/13/2024 - Update to include proposed building and parking areas.
 12. 11/13/2024 - Update to include proposed building and parking areas.

Item	Location	Area
Proposed Building	1281sq	1281sq
Proposed Parking	1029sq	1029sq
Proposed Landscaping	89sq	89sq
Existing Building	528sq	528sq
Existing Parking	442sq	442sq
Existing Landscaping	55sq	55sq
Existing Building	165sq	165sq
Existing Parking	1281sq	1281sq
Existing Landscaping	1134sq	1134sq
Existing Building	623sq	623sq

Date: 11/13/2024
 Drawn by: [Name]
 Checked by: [Name]
 Scale: 1" = 10'-0"
 Project: [Name]

DRAFT

Appendix 2

Phase 1 by Plot (Bromley by Bow) LLP



Real value in a changing world

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