

DATED 18 September 2015

- (1) The London Legacy Development Corporation**
- (2) The Mayor and Burgesses of the London Borough of Newham**
- (3) Transport for London**
- (4) Stratford City Business District Limited**
- (5) SCBD Trustee No. 1 Limited and SCBD Trustee No. 2 Limited in their capacity as Trustees of the SCBD S5 Trust**
- (6) SCBD Trustee No. 1 Limited and SCBD Trustee No. 2 Limited in their capacity as Trustees of the SCBD S6 Trust**
- (7) SCBD Residential Ltd**
- (8) The Penny Brook Hotel LLP**
- (9) London & Continental Railways Limited**

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**MODIFICATION AGREEMENT**  
pursuant to section 106A(1)(a) of  
the Town and Country Planning Act 1990 and other powers  
relating to the regeneration of  
Stratford City, London  
Zone 2-7 LCR and HS1 Land

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18 September

**BETWEEN:**

- (1) **THE LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ (the "**LLDC**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU (the "**Council**");
- (3) **TRANSPORT FOR LONDON** of Windsor House, Victoria Street, London SW1 ("**TfL**");
- (4) **STRATFORD CITY BUSINESS DISTRICT LIMITED** (Company Number 7328908) whose registered office is at 20 Triton Street, Regent's Place, London, NW1 3BF ("**SCBD**");
- (5) **SCBD TRUSTEE NO.1 LIMITED** (incorporated and registered in Jersey under company registration number 117370) and **SCBD TRUSTEE NO. 2 LIMITED** (incorporated and registered in Jersey under company registration number 117371) in their capacity as trustees of the SCBD S5 Trust, the registered office of each of which is at 3<sup>rd</sup> Floor, Walker House, 28-34 Hill Street, St. Helier, Jersey, Channel Islands, JE4 8PN;
- (6) **SCBD TRUSTEE NO. 1 LIMITED** (incorporated and registered in Jersey under company registration number 117370) and **SCBD TRUSTEE NO. 2 LIMITED** (incorporated and registered in Jersey under company registration number 117371), in their capacity as trustees of the SCBD S6 Trust, the registered office of each of which is at 3<sup>rd</sup> Floor, Walker House, 28-34 Hill Street, St. Helier, Jersey, Channel Islands, JE4 8PN;
- (7) **SCBD RESIDENTIAL LTD** (incorporated and registered in England and Wales under company registration number 8803875), the registered office of which is at 20 Triton Street, Regent's Place, London NW1 3BF; and
- (8) **THE PENNY BROOK HOTEL LLP** (incorporated and registered in England and Wales under company registration number OC382252), the registered office of which is at Kenilworth House, 79-80 Margaret Street, London W1W 8TA.
- (9) **LONDON & CONTINENTAL RAILWAYS LIMITED** (Company Number 02966054) whose registered office is 4<sup>th</sup> Floor, One Kemble Street, London, WC2B 4AN ("**LCR**").

**WHEREAS:**

- (A) This Deed is supplemental to an agreement dated 30 March 2012 made pursuant to section 106 of the 1990 Act and other relevant powers relating to Zones 2-7, Stratford City: LCR Land and HS1 Land between (1) the ODA (2) the Council (3) the Secretary of State (4) LCR (5) TfL (6) HS1 and (7) SCBD (the "**LCR Agreement**") as modified by a deed dated 22 January 2014 and made between the LLDC (1) the Council (2) and SCBD (3) ("**First Modification Agreement**"). The First Modification Agreement related to Zone 2 only.
- (B) Since 1 October 2012, the LLDC has taken on the planning functions of the ODA as local planning authority. The LLDC was created on 1 April 2012 by virtue of the London Legacy Development Corporation (Establishment) Order 2012. References in the LCR Agreement to the ODA should now be taken to mean the LLDC pursuant to clause 1.2.3 of the LCR Agreement.
- (C) This Deed relates to the LCR Land only and shall be known as the "Second Modification Agreement".
- (D) SCBD is the freehold owner of all the LCR Land except the Bus Layover Area. LCR is the freehold owner of the Bus Layover Area. SCBD Trustee No.1 Limited, SCBD Trustee No.2 Limited, SCBD Residential Ltd and The Penny Brook Hotel LLP are leasehold owners of parts of the LCR Land. Neither the Secretary of State, nor HS1 Limited, nor the ODA

Landowner have freehold or leasehold interests in the LCR Land and accordingly are not parties to this Deed.

- (E) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Stratford City Site. TfL's approval or consent for any modification or variation of the LCR Agreement is required in respect of any modification or variation of a TfL Covenant. This Deed modifies certain TfL Covenants in the LCR Agreement; accordingly TfL is a party to this Deed.
- (F) The parties to this Deed wish to modify the LCR Agreement as follows:
  - (i) to record that the Design Review Panel, the Environmental Review Panel and the Consultative Access Group have been disbanded and their functions transferred to the Quality Review Panel;
  - (ii) to modify certain obligations relating to cycle and motorcycle provision;
  - (iii) to modify the delivery dates for various open spaces;
  - (iv) to include new obligations relating to the provision of the marker tree and visitor centre in Zone 2; and
  - (iv) to record those obligations in the LCR Agreement which have been discharged.
- (G) The parties to this Deed have accordingly agreed to enter into this Deed to give effect to their agreement to modify the LCR Agreement and to comply with the requirements of section 106A(2) of the 1990 Act.

**NOW IT IS HEREBY AGREED and WITNESSED** as follows:

**1. LEGAL EFFECT**

- 1.1 This Deed is made pursuant to section 106A(1)(a) and section 106A(2) of the 1990 Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and all other powers enabling.
- 1.2 The planning obligations contained in the LCR Agreement as modified by this Deed shall be enforceable by the LLDC as local planning authority.
- 1.3 So far as the obligations, covenants and undertakings in this Deed are given by or to the Council, then the same are entered into pursuant to the relevant powers referred to in clause 1.1 and such obligations, covenants and undertakings shall be enforceable by or against the Council.
- 1.4 Save where expressly stated otherwise, words and expressions used in this Deed (including in the Recitals) will have the same meaning as defined in the LCR Agreement. For the avoidance of doubt, the LLDC is the statutory successor to the ODA and SCBD is the successor in title to LCR (except in respect of the Bus Layover Area). References in the LCR Agreement to LCR should now be taken to mean SCBD pursuant to clause 1.2.3 of the LCR Agreement.
- 1.5 For the purposes of this Deed the following words and expressions have the meanings assigned:
  - "Bus Layover Area"** means that part of the LCR Land shown on the plan attached at **Appendix 13** to this Deed;
  - "New Part 2"** means the new Part 2 of Schedule 1 to the LCR Agreement, as attached at **Appendix 1** to this Deed;
  - "New Part 3"** means the new Part 3 of Schedule 1 to the LCR Agreement, as attached at **Appendix 2** to this Deed;

"**New Part 5**" means the new Part 5 of Schedule 1 to the LCR Agreement, as attached at **Appendix 3** to this Deed;

"**New Part 8**" means the new Part 8 of Schedule 1 to the LCR Agreement, as attached at **Appendix 4** to this Deed;

"**New Part 12**" means the new Part 12 of Schedule 1 to the LCR Agreement, as attached at **Appendix 5** to this Deed;

"**New Part 13**" means the new Part 13 of Schedule 1 to the LCR Agreement, as attached at **Appendix 6** to this Deed;

"**Original Part 2**" means the original Part 2 of Schedule 1 to the LCR Agreement;

"**Original Part 3**" means the original Part 3 of Schedule 1 to the LCR Agreement;

"**Original Part 5**" means the original Part 5 of Schedule 1 to the LCR Agreement;

"**Original Part 8**" means the original Part 8 of Schedule 1 to the LCR Agreement;

"**Original Part 12**" means the original Part 12 of Schedule 1 to the LCR Agreement; and

"**Original Part 13**" means the original Part 13 of Schedule 1 to the LCR Agreement.

- 1.6 Save as expressly modified by this Deed and the First Modification Agreement, the LCR Agreement will remain in full force and effect.
- 1.7 This Deed relates to the LCR Land only.

## **2. MODIFICATION OF THE LCR AGREEMENT**

With effect from the date of this Deed the LCR Agreement shall be modified as follows:

- 2.1 The following definitions shall be inserted, alphabetically, into sub-clause 1.1.2:
  - 2.1.1 "**CAG Operating Procedures**" means the operating procedures of the Consultative Access Group;
  - 2.1.2 "**Consultative Access Group**" means the predecessor to the QRP Panel Member with special responsibility for access and inclusion;
  - 2.1.3 "**Design Review Panel**" means the predecessor panel to the QRP in respect of design review matters;
  - 2.1.4 "**DRP Operating Procedures**" means the operating procedures of the Design Review Panel;
  - 2.1.5 "**Environmental Review Panel**" means the predecessor panel to the QRP in respect of environment and sustainability matters;
  - 2.1.6 "**ERP Operating Procedures**" means the operating procedures of the Environmental Review Panel;
- 2.2 In sub-clause 1.1.2 the definitions of "**Additional Panel Funding**" and "**Original Panel Funding**" shall be deleted.
- 2.3 Clause 9.27 shall be deleted and replaced with "Not used".
- 2.4 The Original Part 2 shall be replaced by the New Part 2.
- 2.5 The Original Part 3 shall be replaced by the New Part 3.
- 2.6 The Original Part 5 shall be replaced by the New Part 5.
- 2.7 In paragraph 6.5.5 of Part 6 of Schedule 1 the following defined terms: "**Design Review Panel**"; "**Consultative Access Group**" and "**Environmental Review Panel**" shall be deleted and replaced with: "**QRP**".
- 2.8 The Original Part 8 shall be replaced by the New Part 8.

- 2.9 The Original Part 12 shall be replaced by the New Part 12.
- 2.10 The Original Part 13 shall be replaced by the New Part 13.
- 2.11 Annexure 14 shall be removed and replaced with the plan attached at **Appendix 7** to this Deed.
- 2.12 Annexure 14A shall be removed and replaced with the plan attached at **Appendix 8** to this Deed.
- 2.13 The plan attached at **Appendix 9** to this Deed shall be inserted as a new Annexure 14B.
- 2.14 The plan attached at **Appendix 10** to this Deed shall be inserted as a new Annexure 14C.
- 2.15 Annexure 25 shall be deleted and replaced with the QRP Terms of Reference attached at **Appendix 11** to this Deed.
- 2.16 Annexures 26 and 27 shall be deleted.
- 2.17 The plan attached at **Appendix 12** to this Deed shall be inserted as a new Annexure 30.
- 2.18 In the List of Annexures:
  - 2.18.1 "Design Review Panel Operating Procedures" shall be deleted and replaced with: "QRP Operating Procedures";
  - 2.18.2 A new title for Annexure 14B shall be added as follows: "Part 8B Plan"
  - 2.18.3 A new title for Annexure 14C shall be added as follows: "Part 8C Plan"
  - 2.18.4 The titles for Annexures 26 and 27 shall be deleted and replaced with: "Not used".
  - 2.18.5 A new title for Annexure 30 shall be added as follows: "TIQ Plan"

### **3. SATISFACTION OF OBLIGATIONS**

- 3.1 The parties to this Deed agree that at the date of this Deed the following obligations of the LCR Agreement have been satisfied by LCR or SCBD:
  - 3.1.1 paragraph 1.23.4 (making the International Station Bus Interchange Works available to TfL from 5 January 2013);
  - 3.1.2 paragraph 6.5.1 (payment of Health Study Contributions for Zone 2 and Zone 3);
  - 3.1.3 paragraph 10.3(E) (payment of the Construction Training and Recruitment Contribution instalments payable on the fifth and sixth anniversary of the Implementation Date);
  - 3.1.4 paragraph 10.8.3 (payment of End User Employment Training Contribution);
  - 3.1.5 paragraph 10.9.3 (payment of Business Support and Development Contribution); and
  - 3.1.6 paragraph 10.13.1, 10.13.2 and 10.13.4 (submission, agreement and implementation of Office Marketing Strategy).

### **4. THIRD PARTY RIGHTS**

Any person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

### **5. JURISDICTION**

This Deed is governed by and shall be interpreted in accordance with the law of England.

**IN WITNESS** whereof this Deed has been executed and delivered by the parties to this Deed on the date which appears at the head of this document.

THE COMMON SEAL of THE LONDON )  
LEGACY DEVELOPMENT )  
CORPORATION was hereunto affixed in )  
the presence of )

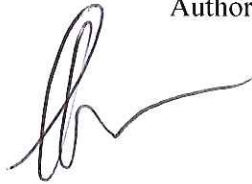


Authorised signatory

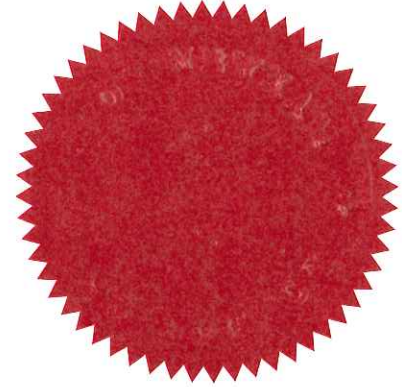


Seal num: 1650

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



Authorised signatory



THE COMMON SEAL of TRANSPORT )  
FOR LONDON was hereunto )  
affixed in the presence of: )

Authorised signatory

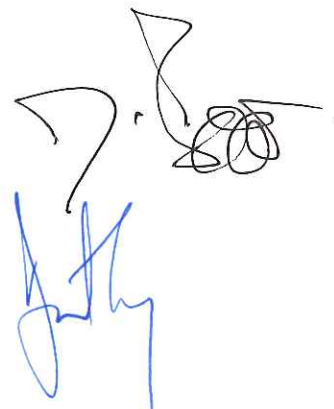


5027

EXECUTED as a DEED by STRATFORD )  
CITY BUSINESS DISTRICT LIMITED )  
acting by: )

Director

Director/Secretary



**EXECUTED** as a **DEED** by **SCBD** )  
**TRUSTEE NO.1 LIMITED** a company )  
incorporated in Jersey )  
acting by a director and its secretary )  
or by two directors being persons who, )  
in accordance with the laws of that territory, )  
are acting under the authority of the company: )



Director

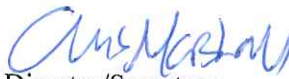


Director/Secretary

**EXECUTED** as a **DEED** by **SCBD** )  
**TRUSTEE NO.2 LIMITED** a company )  
incorporated in Jersey )  
acting by a director and its secretary )  
or by two directors being persons who, )  
in accordance with the laws of that territory, )  
are acting under the authority of the company: )



Director



Director/Secretary

**EXECUTED** as a **DEED** by **SCBD** )  
**TRUSTEE NO.1 LIMITED** a company )  
incorporated in Jersey )  
acting by a director and its secretary )  
or by two directors being persons who, )  
in accordance with the laws of that territory, )  
are acting under the authority of the company: )



Director



Director/Secretary



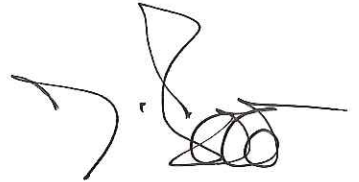
EXECUTED as a DEED by SCBD )  
TRUSTEE NO.2 LIMITED a company )  
incorporated in Jersey )  
acting by a director and its secretary )  
or by two directors being persons who, )  
in accordance with the laws of that territory, )  
are acting under the authority of the company: )

  
Director

  
Director/Secretary

EXECUTED as a DEED by SCBD )  
RESIDENTIAL LTD acting by a director )  
in the presence of: )

Director



Witness.....

Witness Name..... JAMES OWEN

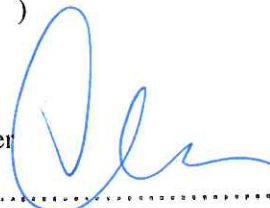
Witness Address..... 273 BOU HILL

273 BOU HILL, CHESHAM, HVS 1TB

EXECUTED as a DEED by )  
THE PENNY BROOK HOTEL LLP )  
acting by two members )

For And On Behalf of  
HANOVER LEISURE HOLDINGS LIMITED

Member

  
Authorized Signatory  
GTC Alpha Limited  
Member  
Director

  
Authorized Signatory  
GTC Beta Limited  
DIRECTOR

For And On Behalf of  
TRAKS TWO SECURITIES LIMITED



**EXECUTED** as a **DEED** by **LONDON &** )  
**CONTINENTAL RAILWAYS LIMITED** )  
acting by: )



Director

Director/Secretary



**Appendix 1**  
**New Part 2**



**PART 2**  
**TRAVEL PLAN**

**RECITALS**

- (A) The Travel Plan Framework submitted with the Principal Application outlined the basis for the development of specific initiatives to support a forecast low use of cars in the Transport Assessment Report submitted with the Principal Application.
- (B) The Travel Plan Framework also recognised that the Stratford City Development cannot be the subject of a standard travel plan, since there are no existing site users to be influenced and the Stratford City Development seeks to implement many of the measures necessary to establish a sustainable transport framework from day one.
- (C) Additionally and as outlined in Recitals N, R and S the land interests in the Stratford City Site have since been split into Zone 1 to be developed by the Zone 1 Developer and SV Land to be developed by SV and LCR Land to be developed by SCBD. This Agreement relates only to the development of LCR Land by SCBD and HS1 Land by HS1.
- (D) Accordingly, the LCR Travel Plan described in this Part 2 proposes measures which will reinforce the initiatives inherent in the development of the Stratford City Site and the Stratford City Travel Plan. These measures seek to:
- (i) influence the volume of travel, by reducing the need to travel;
  - (ii) where travel is made by motorised means, to encourage and increase the occupation of vehicles to improve efficiency;
  - (iii) influence mode choice, by reducing dependence on the car by facilitating the use of alternative forms of transport;
  - (iv) promote travel choice, by raising awareness of such choices; and
  - (v) provide adequate facilities for the achievement of the above objectives.
- (E) This Part 2 describes how the LCR Travel Plan will be prepared, agreed and implemented by SCBD and outlines the means for monitoring and updating the LCR Travel Plan during its implementation.

**RELEVANT DEFINITIONS**

**"Bicycle Users Group"** means a central point of information and contact for cyclists at the Stratford City Development established by the Zone 1 Developer within the Travel Centre pursuant to paragraph 2.11 of Schedule 1 to the Zone 1 Agreement as a forum for cycling initiatives.

**"Car Club"** means a club which residents and employees of the Development may join and which will make cars available for hire to members.

**"Car Club Study"** means the study submitted to the LLDC and the Council on 10 December 2007 which looked into a scheme to provide residents and employees with access to cars for short term hire (being periods of less than one whole day) on either a commercial basis, a part subsidised basis or a fully subsidised basis and which recommended the preferred basis for the scheme together with an implementation strategy for it.

**"Cycle Hire Scheme"** means the cycle hire scheme operated by the Mayor of London or TfL or any equivalent future replacement scheme.

**"Cycle Hire Docking Station Area"** means an area or areas within Carpenter's Square to be agreed between SCBD, the LLDC and TfL suitable for the provision of 26 cycle parking spaces as part of the Cycle Hire Scheme.

**"LCR Travel Plan"** means a travel plan for the LCR Land such plan to be prepared in accordance with the Stratford City Travel Plan.

**"Occupier Travel Plans"** means those travel plans produced by individual occupiers of premises of **4,645 square metres** or more prepared in accordance with paragraph 2.4.

**"STPG"** means the Stratford Travel Plan Group established pursuant to the STPG Operating Procedures.

**"STPG Operating Procedures"** means the operating procedures for STPG set out in **Annexure 24**.

**"Stratford City Travel Plan"** means an umbrella plan for the whole of the Stratford City Development prepared by the Transport Co-ordinator pursuant to paragraph 3 of the STPG Operating Procedures setting out measures aimed at reducing reliance on the private car by those working or residing at or visiting the Stratford City Development for their journeys to and from the Stratford City Site together with other sustainable transport measures which shall include the matters described in this Part 2 including the preparation of a website for sharing travel information, informing the preparation of employer and use-specific travel plans and providing pro forma templates and examples of travel plans for small occupiers of less than 4,645 square metres, such plan to be prepared in accordance with the Travel Plan Framework.

**"Sustainable Delivery System"** means a centrally co-ordinated delivery scheme serving the Development to enable shoppers to have their purchases delivered to their homes.

**"SV Travel Plan"** means a travel plan for the SV Land such plan to be prepared in accordance with the Stratford City Travel Plan.

**"Transport Co-ordinator"** means the person employed from time to time in accordance with paragraph 1 of the STPG Operating Procedures.

**"Travel Centre"** means an area provided by the Zone 1 Developer either separately or within the Visitor Information Centre provided in Zone 1 to serve as the focal point for the co-ordination of the implementation of the Stratford City Travel Plan, the Zone 1 Travel Plan, the LCR Travel Plan and the SV Travel Plan.

**"Travel Plan Framework"** means the framework illustrating the structure of the Stratford City Travel Plan and the Occupier Travel Plans as shown in **Annexure 16**.

**"Visitor Information Centre"** means an information centre to be provided by the Zone 1 Developer within the Town Centre Extension pursuant to the Zone 1 Agreement, for visitors to Stratford City and which will include adequate floorspace to accommodate the Travel Centre to be provided pursuant to the provisions of the Zone 1 Agreement and together comprising a total floor area of not less than **100 square metres**.

**"Zone 1 Travel Plan"** means a travel plan for Zone 1 such plan to be prepared in accordance with the Stratford City Travel Plan pursuant to the Zone 1 Agreement.

## **2. OPERATIVE PROVISIONS**

### **2.1 Transport Co-ordinator**

Not used.

### **2.2 Compliance with STPG Operating Procedures**

SCBD, the LLDC, the Council and TfL will operate STPG in accordance with the STPG Operating Procedures and each of the parties to this Agreement will comply with the obligations on their part specified therein.

## 2.3 Preparation of the LCR Travel Plan

- 2.3.1 SCBD will prepare the draft LCR Travel Plan which provides details of LCR's proposals for implementing the proposals described in the Stratford City Travel Plan in relation to the LCR Land and SCBD shall:
- (A) respond to any SV consultation with SCBD carried out pursuant to SV's obligations pursuant to paragraph 2.3.1 of the SV Agreement;
  - (B) consult SV in relation to such proposed LCR Travel Plan and shall have regard to any comments made by SV thereon and shall submit a record of the comments made by SV to the LLDC at the same time as it submits any proposed LCR Travel Plan for approval pursuant to paragraph 2.3.2 and SCBD shall also ensure that the proposed LCR Travel Plan is consistent with any proposed or approved SV Travel Plan PROVIDED THAT where consistency is not reasonably practicable then SCBD shall explain the reasons for any inconsistency and submit such reasons at the same time as it submits any proposed LCR Travel Plan for approval pursuant to paragraph 2.3.2 .
- 2.3.2 SCBD will submit the draft LCR Travel Plan to STPG for consideration and will have regard to STPG's comments in preparing any amendments to the LCR Travel Plan before submitting it to the LLDC, the Council and TfL for approval.
- 2.3.3 Unless otherwise agreed by the LLDC, the Council and TfL, SCBD will not Occupy any retail, commercial, residential, hotel, leisure or education floorspace on LCR Land unless the LCR Travel Plan has been approved by the LLDC, the Council and TfL.

## 2.4 Occupier Travel Plans

- 2.4.1 SCBD shall use all Reasonable Endeavours to agree with Occupiers of premises at the Development with floorspace of 4,645 square metres or more that they will:
- (A) nominate a representative who will be responsible for preparing and reviewing an Occupier Travel Plan and attending regular meetings with the Transport Co-ordinator on the Occupier Travel Plan; and
  - (B) prepare an Occupier Travel Plan in consultation with STPG.
- 2.4.2 SCBD shall encourage and assist Occupiers in preparing an Occupier Travel Plan referred to in paragraph 2.4.1(A) above.
- 2.4.3 In the event that Occupiers do not agree to produce an Occupier Travel Plan SCBD shall use all Reasonable Endeavours to arrange a meeting with the LLDC, the Council, TfL, SCBD and the Occupier to try and facilitate the agreement of the Occupier to prepare an Occupier Travel Plan.

## 2.5 Travel Centre

Not used.

## 2.6 Cycle parking

- 2.6.1 SCBD will provide and retain secure cycle parking spaces at the Development for employees in accordance with the following standards:
- (A) at least 1 space for each 250 square metres of office floorspace (Class B1) Completed at the Development;
  - (B) at least 1 space for each 200 square metres of retail floorspace (Classes A1, A2 and A3) Completed at the Development;

- (C) at least 1 space for each 600 square metres of leisure floorspace (Classes D1 and D2) Completed at the Development;
  - (D) at least 1 space for each 20 bedrooms available at hotels (Class C1) Completed at the Development;
  - (E) Not used
  - (F) Not used
  - (G) the cycle parking spaces shall include such weather protection as is agreed in writing with the LLDC prior to the provision of the cycle parking spaces.
- 2.6.2 In respect of residential units at the Development not constructed at ground level, SCBD will provide and retain secure cycle parking spaces, with appropriate weather protection, in accordance with the following standards:
- (A) at least one space for each 2.5, 1 bed residential units Completed at the Development;
  - (B) at least one space for each 1.5, 2 bed residential units Completed at the Development; and
  - (C) at least one space for each 3 or more bed residential units Completed at the Development,
- and SCBD will review in each Zonal Masterplan the demand and scope for increasing this provision within open spaces at the Development without compromising open space provision as set out in Condition E1 or in Part 8 of this Schedule 1, up to a maximum of 1 space for each residential unit not constructed at ground level.
- 2.6.3 SCBD will ensure that all residential units at the Development constructed at ground level will have access to courtyards or other external space where they may store cycles.
- 2.6.4 SCBD will provide and retain cycle parking spaces for visitors to the Development in accordance with the following standards:
- (A) at least one space for each 833 square metres of office floorspace (Class B1) Completed at the Development;
  - (B) at least one space for each 150 square metres of retail floorspace (Classes A1, A2 and A3) Completed at the Development;
  - (C) at least one space for each 600 square metres of leisure floorspace (Classes D1 and D2) Completed at the Development; and
  - (D) at least one space for each 10 residential units Completed at the Development.
- 2.6.5 Not used.
- 2.6.6 Not used.
- 2.6.7 In addition to the cycle parking spaces to be provided and retained by SCBD pursuant to paragraph 2.6.1, 2.6.2 and 2.6.4, SCBD will also provide and retain at least 50 spaces in the parks or open spaces Completed at the Development pursuant to Part 8 of this Schedule 1 as follows:
- (A) 20 spaces shall be provided prior to the Completion of 25% of the total commercial floorspace which is permitted to be constructed in Zone 2 and SCBD shall not Complete more than 25% of the total commercial floorspace which is permitted to be constructed in Zone 2 unless at least 20 spaces have been provided pursuant to this sub-paragraph.



- (B) 30 spaces shall be provided prior to the Completion of 80% of the total commercial floorspace which is permitted to be constructed in Zone 2 and SCBD shall not Complete more than 80% of the total commercial floorspace which is permitted to be constructed in Zone 2 unless at least 50 spaces have been provided pursuant to this sub-paragraph and sub-paragraph 2.6.7(A) above.

2.6.8 SCBD shall not Complete more than 50% of the total commercial floorspace which is permitted to be constructed in Zone 2 unless at least 80% of the cycle parking spaces required in Zone 2 pursuant to paragraph 2.6.4(A) have been provided at the Development.

## 2.7 **Motorcycle parking**

2.7.1 SCBD will provide and retain motorcycle parking spaces at the Development in accordance with the following standards:

- (A) at least one space for each 1,500 square metres of office floorspace (Class B1) Completed at the Development, such spaces to have CCTV security linked to an appropriate central control; and

- (B) not used.

2.7.2 SCBD will provide and retain at the Development, with appropriate weather protection, at least one motorcycle parking space at the Development for each 40 bedrooms available at hotels (Class C1) Completed at the Development, for hotel employees and users.

2.7.3 Not used.

2.7.4 SCBD will provide and retain at the Development, with appropriate weather protection, at least one motorcycle parking space for each 10 residential units Completed at the Development, for use by residents and their visitors.

2.7.5 Not used.

2.7.6 Not used.

## 2.8 **Car Sharing Scheme**

Not used.

## 2.9 **Car Club**

2.9.1 Prior to Implementation, SCBD shall undertake a study (to cost no more than **£30,000** (Indexed)) into a scheme to provide residents and employees with access to cars for short term hire (being periods of less than one whole day) on either a commercial basis, a part subsidised basis or a fully subsidised basis, such study to recommend the preferred basis for the scheme together with an implementation strategy for it and SCBD will provide a copy of the completed study to the LLDC and the Council within 5 Working Days of completion of such study.

2.9.2 SCBD, the LLDC and the Council shall review the recommendations of the Car Club Study and agree the basis for establishing the Car Club, including the timescale for its implementation and will use Reasonable Endeavours to complete such review of the study at least 6 months prior to Occupation of LCR Land.

2.9.3 If the scheme is to be run on a commercial basis, then SCBD will establish the scheme on the LCR Land on commercially viable terms with an operator who has experience of running similar schemes (unless otherwise agreed with TfL, the LLDC and the Council) within the timescale agreed pursuant to paragraph 2.9.2.

- 2.9.4 If the scheme is to be run on a part or fully subsidised basis then SCBD will establish the scheme upon funds being secured or re-allocated from other commitments in this Part 2 to meet such subsidy.
- 2.9.5 In discharging its obligations under paragraphs 2.9.1, 2.9.2 and 2.9.3 SCBD shall consult with SV and shall use Reasonable Endeavours to encourage tenants and occupiers within the Development to use the Car Club and any car club established by SV pursuant to the SV Agreement.
- 2.10 Cycle Pool**  
Not used.
- 2.11 Bicycle Users Group**
- 2.11.1 SCBD shall publicise on any website set up pursuant to paragraph 2.14.5 below and in travel information booklets provided within the LCR Land and at the Travel Centre pursuant to paragraphs 2.14.1 to 2.14.3 below, the existence of the Bicycle Users Group as a point of information and contact for cyclists.
- 2.11.2 Not used.
- 2.12 Home zones**
- 2.12.1 SCBD will identify in each Zonal Masterplan submitted to the LLDC for approval pursuant to Condition A1 any areas within that Zone which are proposed to be traffic-calmed home zones and will accompany such Zonal Masterplan with details of the proposed traffic calming measures.
- 2.12.2 No part of any phase of any home zone identified pursuant to paragraph 2.12.1 may be Occupied until all proposed traffic calming measures approved by the LLDC for that phase of the home zone have been carried out and completed.
- 2.13 Access**
- 2.13.1 SCBD will have regard to the transport needs of the disabled in the preparation and operation of the LCR Travel Plan.
- 2.13.2 Bus stops within the LCR Land will be designed to cater for low-floor vehicles and step-free access.
- 2.13.3 Not used.
- 2.13.4 Not used.
- 2.14 Travel information**
- 2.14.1 Prior to first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in the LCR Land, SCBD will prepare and submit to STPG for approval the draft of a booklet for distribution to all employees and residents of the LCR Land giving information on travel to and from the LCR Land, public transport service information and information on the existence and location of the Bicycle Users Group within the Travel Centre and LCR shall consult with SV in relation to the proposed booklet and shall have regard to any comments made by SV thereon and shall submit a record of the comments made by SV to the STPG at the same time as it submits any proposed booklet for approval and once approved by STPG the booklet will be issued in accordance with paragraphs 2.14.2 and 2.14.3.
- 2.14.2 SCBD will distribute copies of the booklet as approved pursuant to paragraph 2.14.1 to all residents upon their first Occupation of any Residential Unit.
- 2.14.3 Copies of the booklet as approved pursuant to paragraph 2.14.1 will also be made available at the Travel Centre free of charge to visitors to the LCR Land from the date upon which the Travel Centre is open to the public.

- 2.14.4 Prior to first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in the LCR Land, SCBD will prepare stand-alone maps showing walking and cycling routes to and from the LCR Land and the location of bus routes and bus stops to, from and at the LCR Land and SCBD shall consult with SV in relation to the stand-alone maps and shall have regard to any comments made by SV thereon and such maps will be available free of charge at the Travel Centre from the date upon which the Travel Centre is open to the public.
- 2.14.5 Prior to first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in the LCR Land, SCBD will establish and thereafter maintain a website for the LCR Land providing general information about travel to and from the LCR Land, information on the existence and location within the Travel Centre of the Bicycle Users Group and specific real-time service information for public transport services serving the LCR Land (subject to the reasonable availability of such information from transport operators where appropriate) and prior to launching such website SCBD will consult with SV and shall have regard to any comments made by SV thereon.
- 2.14.6 SCBD shall ensure that the website established pursuant to paragraph 2.14.5 contains a link to any SV website established by SV pursuant to the SV Agreement within one month of any SV website being established or upon the launch of the website pursuant to this paragraph whichever is the later.

## 2.15 **Sustainable Delivery System**

Not used.

## 2.16 **Monitoring and review**

- 2.16.1 SCBD shall monitor and review the LCR Travel Plan within 1 year of first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in the LCR Land and thereafter annually, to take account of:
- (A) pedestrian footfall counts within the Development, car park usage and automatic traffic counts;
  - (B) the results of periodic transport surveys including trip-making data and modal split information; and
  - (C) bespoke surveys focused on assessing particular measures or developing understanding to respond to particular transport issues,
- such counts and surveys to be carried out by SCBD, and the LLDC and the Council and TfL may each use any such information for any of its legitimate purposes.
- 2.16.2 Within 1 month of completion of each such review pursuant to paragraph 2.16.1, SCBD shall submit the results to STPG and will report on how the LCR Travel Plan has operated during the preceding period and specifically how effective the LCR Travel Plan has been in implementing its objectives and will propose changes to the LCR Travel Plan and a timescale for their implementation for approval by STPG, **PROVIDED THAT** any such changes may not alter the primary focus of the LCR Travel Plan, which will continue to be the matters described in the Stratford City Travel Plan (as applicable to the LCR Land) and STPG will have regard to the feasibility and viability of the LCR Travel Plan when considering whether or not to approve changes proposed by SCBD.
- 2.16.3 SCBD will implement the changes approved by STPG to the LCR Travel Plan in accordance with such timescale as may be agreed by STPG and will liaise with the Transport Co-ordinator in relation to any new measures that may fall within the remit of the Transport Co-ordinator to ensure that such measures are encompassed by the Transport Co-ordinator's duties.

2.16.4 SCBD shall consult and cooperate with SV in monitoring and reviewing and carrying out counts and surveys and in submitting the information required under paragraph 2.16.1 (and to provide SV with any counts and surveys it has carried out) and that part of the report submitted pursuant to 2.16.2 shall include an assessment drawing together data and conclusions arising from any data and information provided by SV and any report submitted by SV pursuant to clause 2.16 of the SV Agreement.

**2.17 Costs and expenses**

Not used.

**2.18 Cycle Hire**

2.18.1 Prior to the submission of the Reserved Matters details for Carpenter's Square, SCBD shall agree the location of the Cycle Hire Docking Station Area with the LLDC and TfL in writing.

2.18.2 Unless otherwise agreed, prior to the opening of any part of Carpenter's Square, SCRD shall grant TfL a lease or licence at no cost to TfL over the Cycle Hire Docking Station Area and grant any other approvals or consents required (including access to and use of an electrical power supply) in order for the Cycle Hire Scheme to be provided, accessed and maintained by TfL and accessed and used by the general public in Carpenter's Square.

2.18.3 Unless otherwise agreed, the lease or licence to be granted to TfL pursuant to paragraph 2.18.3 above shall be for a term of no less than 20 years, which TfL shall have the right to renew on the same terms at the end of the 20 year term.

**Appendix 2**  
**New Part 3**



**PART 3**  
**QUALITY REVIEW PANEL AND DESIGN MONITORING**

**RECITALS**

- (A) The design aspirations for the Stratford City Development were set out in the Stratford City Design Strategy, which describes the design principles and framework for the future development of the Stratford City Site.
- (B) The Zone 1 Developer recognised that it was not possible or even desirable to be prescriptive about the design of the Stratford City Development at the outline planning stage. However, the Design Strategy sought to set out clear objectives and guiding principles for the Stratford City Development. Whilst the detail of buildings and spaces will vary as detailed designs come forward, SCBD is committed pursuant to Condition F1 to the principles identified in the Design Strategy and Design Strategy Study Updates as they apply to the LCR Land, which will be taken into account by the LLDC when applications for the approval of Reserved Matters are considered.
- (C) Stratford City will be realised over a period of time, with evolving and varying influences informing the detailed design of the Stratford City Development. In order to achieve a consistent but dynamic response to evolving design proposals, and to ensure that those proposals live up to the vision set out in the Design Strategy, and to aspire to the achievement of new urban design of the highest quality, key elements are subject to design review. During 2013 the Design Review Panel was disbanded and its role in design review will be undertaken instead by the LLDC Quality Review Panel. The Quality Review Panel supports the planning decision making process by providing objective, impartial, independent advice to developers and to the LLDC Planning Decisions Committee and Planning Officers.

**RELEVANT DEFINITIONS**

**"Application"** means all applications:

- (i) for the approval of architectural or landscaping details required to be submitted pursuant to a condition of a Reserved Matters approval or a condition of the Planning Permissions; and
- (ii) pursuant to section 96A of the 1990 Act;

**"Building"** shall have the same meaning as in Part 8;

**"Design Monitoring"** means monitoring the design quality of the relevant RMA Development as detailed drawings are prepared and construction works are carried out on the site of the relevant RMA Development and ensuring that all such drawings and works are completed to a satisfactory quality and are consistent with the relevant approved drawings and documents;

**"Design Monitoring Costs"** means the reasonable and proper costs incurred by the LLDC of employing or retaining design professionals to carry out Design Monitoring;

**"Open Space"** means Carpenter's Square, International Square and Arrival Park;

**"Principal Architect"** means the lead architect or firm of architects responsible for the design of the Application or RMA Development (as appropriate);

**"QRP"** means the Quality Review Panel established by LLDC as part of its commitment to achieving high quality design and which supports the planning decision making process by providing objective, impartial, independent advice to developers and to the LLDC committee and planning officers.

**"QRP Terms of Reference"** means the operating procedures for the QRP set out in Annexure 25;

**"Replacement Architect"** means an independent architect or firm of architects retained by SCBD in connection with the relevant RMA Development with whom the LLDC has expressed its reasonable satisfaction pursuant to paragraph 3.3.2 of this Part 3;

**"RMA Development"** means development of a Building (but not including Building S7 or Building S8) or Open Space permitted by a Reserved Matters approval;

### **3. OPERATIVE PROVISIONS**

#### **3.1 Quality Review Panel**

3.1.1 The LLDC will operate the QRP in accordance with the QRP Terms of Reference.

3.1.2 SCBD, in preparing proposals for any Zonal Masterplan and Reserved Matters, will submit the proposals to the QRP for review and comment upon design issues prior to submission to the LLDC.

3.1.3 SCBD covenants to pay any reasonable and proper fees charged by the QRP in relation to any submissions that are made to it pursuant to paragraph 3.1.2.

3.1.4 Any Zonal Masterplan and applications for approval of Reserved Matters submitted to the LLDC shall be accompanied by the written comments of the QRP.

#### **3.2 Design Team Statement**

3.2.1 No Application shall be submitted by SCBD unless accompanied by a statement prepared by SCBD specifying the Principal Architect involved in the preparation of that Application.

3.2.2 SCBD shall submit a statement to the LLDC specifying the Principal Architect retained in connection with each RMA Development upon Implementation of the relevant RMA Development and SCBD shall submit an updated statement to the LLDC if the Principal Architect changes at any time between Implementation and Completion of the relevant RMA Development.

#### **3.3 Change of Principal Architect**

3.3.1 Subject to paragraph 3.3.2, any statement submitted to the LLDC pursuant to paragraph 3.2.2 that does not include the Principal Architect who was identified in the relevant statement which was submitted pursuant to paragraph 3.2.1 shall be accompanied by an undertaking to pay the LLDC's Design Monitoring Costs.

3.3.2 SCBD shall not be required to pay the LLDC's Design Monitoring Costs pursuant to paragraph 3.3.1 where the relevant Principal Architect has ceased trading or is otherwise no longer retained by SCBD in connection with the relevant RMA Development PROVIDED THAT SCBD can demonstrate to the reasonable satisfaction of the LLDC that another independent architect or firm of architects of good reputation and appropriate expertise has been retained by SCBD in connection with the relevant RMA Development and that such architect or firm of architects has confirmed to the LLDC that it will take responsibility for the design quality of the relevant RMA Development.

#### **3.4 Design Professionals**

Any design professionals employed or retained by the LLDC for Design Monitoring may either be staff employed directly by the LLDC or third party consultants retained by the LLDC but provided that in either case they have the appropriate expertise to carry out the functions required and provided further that the LLDC shall consider any representations made by SCBD in respect of the individuals employed or retained by the LLDC.



### **3.5 Restriction on Implementation**

SCBD shall not Implement the relevant RMA Development unless it has undertaken to pay the LLDC's Design Monitoring Costs where they have become due pursuant to paragraph 3.3.1.

### **3.6 Monitoring during Construction**

3.6.1 Unless otherwise agreed, during the construction period of each RMA Development SCBD shall report to and meet with the LLDC on a quarterly basis to discuss the progress of the RMA Development and compliance with the approved drawings and documents, such meetings to include the attendance of a representative of the relevant Principal Architect.

3.6.2 The meetings referred to in paragraph 3.6.1 shall be held on the site of the relevant RMA Development and shall be attended by the relevant Principal Architect if so requested by LLDC.

3.6.3 The LLDC may send a written statement to SCBD at any time during the construction period of a RMA Development identifying issues that need to be dealt with.

### **3.7 Restriction on Occupation**

3.7.1 Subject to paragraph 3.7.1, SCBD shall not Occupy or permit Occupation of the relevant RMA Development or part thereof unless it has sent to the LLDC a copy of the certificate of practical completion in respect of the relevant RMA Development or part thereof.

3.7.2 The restriction on Occupation set out in paragraph 3.7.1 shall not apply in respect of a RMA Development where SCBD has paid the LLDC's Design Monitoring Costs in respect of that RMA Development.

### **3.8 Payment of Design Monitoring Costs**

3.8.1 SCBD agrees that it will pay the LLDC's Design Monitoring Costs where they have become due pursuant to paragraph 3.3.1 within 28 days of receiving an invoice in respect of the same.

3.8.2 SCBD cannot be required to pay more than £50,000 (exclusive of VAT and disbursements) to the LLDC in respect of Design Monitoring Costs for each RMA Development.

### **3.9 Disputes**

Clause 10 shall apply in the event of any Dispute arising between the parties in respect of this Part 3.

**Appendix 3**  
**New Part 5**



**PART 5**  
**SOCIAL AND COMMUNITY FACILITIES**

**RECITALS**

- (A) Principal Application 1, Principal Application 2, Principal Application 3, Principal Application 4 and Principal Application 5 include the provision of social and community facilities, the need for which is accepted to arise from the scale of the Development, to be provided on a phased basis during the carrying out of the Development in accordance with this Part 5.
- (B) SCBD, the LLDC and the Council acknowledge the objective and benefit of seeking to ensure that the social and community facilities are intended to be available for the benefit of the residential and business community to be constructed at the Development and for the Existing Town Centre and surrounding area.
- (C) In furtherance of the commitment referred to in (B) above, SCBD working together with the LLDC, the Council and the Community Development Trust acknowledges an obligation to use all Reasonable Endeavours to meet and comply with the reasonable requests of local community groups for the use of accommodation (once provided in accordance with this Part 5) within the Development for bona fide community purposes and so enhance existing social and community facilities within the area as set out below.
- (D) SCBD is also committed to improving the amenity of the local environment through the provision of Public Art.

**RELEVANT DEFINITIONS**

**"Daycare Facilities"** means day nursery facilities for children aged 0 – 5 years between the hours of 7.00am and 6.00pm (unless otherwise agreed by the LLDC) Monday to Friday (save for any days which are not Working Days) comprising a total floor area of not less than **300 square metres** to be provided in either single or multiple units of Occupation and in accordance with the Sure Start Standards in Zone 2 and offered for lease by SCBD to a private or voluntary sector provider of daycare for children in accordance with paragraph 5.7.3.

**"Open Market Rent"** means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (5th Edition) or such amended definition as may replace it from time to time.

**"Public Art"** means sculpture or other objects of art or design and associated works as could be procured through the Arts and/or the Crafts Councils to be provided on LCR Land in accordance with paragraph 5.8.

**"Public Art Strategy"** means a strategy for the commissioning, provision (including timescale) and future maintenance of the Public Art to be provided at the Development, which strategy shall include proposals for engaging the local community and the LLDC and the Council in the consideration of Public Art proposed to be provided and for engaging with local artists for the provision of the Public Art.

**"Shell and Core Standard"** means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and not finished decorated equipped or furnished in accordance with the requirements set out in **Annexure 19**.

**"Sure Start Standards"** means the national standards for under 8s daycare and childminding produced by the former Government Department for Education and Skills (now the DCSF) (2003).

**"Useable Condition"** means accommodation constructed to Shell and Core Standard but including in addition decoration and the provision of basic equipment in accordance with the requirements set out in **Annexure 18**.

## **5. OPERATIVE PROVISIONS**

### **5.1 General Overview**

5.1.1 The detailed location(s) and disposition within one or more Zones and the timing of construction of provision of each element of the Daycare Facilities referred to in this Part 5 to be provided by SCBD will, except where there is express provision to the contrary, be determined by agreement between SCBD and the LLDC (in consultation with the Council), in respect of each Zone upon the approval of the relevant Zonal Masterplan and the Daycare Facilities shall be ready for Occupation by no later than the Completion of 25% of the total commercial floorspace which is permitted to be constructed in Zone 2.

5.1.2 The timing of construction and handover of each element of the Daycare Facilities referred to in this Part 5 to be provided by SCBD is (except where the LLDC (in consultation with the Council) and SCBD otherwise agree) the latest date by which that element is intended to be available for handover in either a Shell and Core Standard or Useable Condition or otherwise as specified in this Agreement and SCBD may advance the construction of any element if SCBD (acting reasonably and in accordance with good development practice) so determines, and subject to the agreement of the lessee or intended lessee of the Daycare Facility in question, may advance the handover of any such facility.

5.1.3 Responsibility for:

- (A) the detailed design;
- (B) the obtaining of all requisite approvals including conduct of applications for the approval of Reserved Matters; and
- (C) the procurement and construction of each element of the Daycare Facilities to be provided by SCBD,

shall rest with SCBD.

5.1.4 References to total floor areas are references to Gross External Areas, as provided for in clause 1.2.9.

5.1.5 Not used.

### **5.2 Community Development Trust**

Not used.

### **5.3 Multi-Use Facilities**

Not used.

### **5.4 Retail Academy**

Not used.

### **5.5 Visitor Information Centre**

Not used.

### **5.6 Crèche**

Not used.

## 5.7 Daycare Facilities

- 5.7.1 SCBD shall construct the Daycare Facilities to Shell and Core Standard in Zone 2 in a location agreed by the LLDC through the submission and approval of the Zonal Masterplan for Zone 2.
- 5.7.2 Unless otherwise agreed by the LLDC, SCBD shall not Complete more than 25% of the total commercial floorspace which is permitted to be constructed in Zone 2 unless the Daycare Facilities in Zone 2 have been completed in accordance with paragraph 5.7.1 and marketed to commercial operators in accordance with paragraph 5.7.3 and 5.7.4.
- 5.7.3 SCBD shall use Reasonable Endeavours to secure a commercial operator or operators to operate each of the Daycare Facilities and such obligation shall extend to marketing the Daycare Facilities at least 6 months prior to the anticipated date of completion for each of the Daycare Facilities (such date to be notified by SCBD to the LLDC and the Council in writing not later than 1 June 2016) for a period of at least 6 months on lease terms set out in paragraph 5.7.4 below and the relevant provisions set out in Schedule 2.
- 5.7.4 The lease to be offered for the Daycare Facilities pursuant to the marketing exercise required by paragraph 5.7.3 shall unless otherwise agreed by the LLDC and the Council be at Open Market Rent subject to upwards only rent review and will be in accordance with the relevant provisions set out in Schedule 2 or in accordance with the terms of the lease applying to the premises in which the Daycare Facilities are situated.
- 5.7.5 In the event that the marketing of the Daycare Facilities in accordance with paragraphs 5.7.3 and 5.7.4 does not result in completion of an agreement for lease by a commercial operator of the Daycare Facilities within 6 months of the Daycare Facilities having been marketed, the obligations pursuant to this paragraph 5.7 shall fall away.
- 5.7.6 Subject to Schedule 2 and unless otherwise agreed by the LLDC (in consultation with the Council) following the grant of the lease of the Daycare Facilities and if and so long as such lease (or any renewed or replacement lease to the same tenant except following a surrender, disclaimer or forfeiture following a breach by that tenant) subsists, the Daycare Facilities shall not be used other than for the provision of childcare services.
- 5.7.7 Not used.

## 5.8 Public Art

- 5.8.1 SCBD shall submit a Public Art Strategy for Zone 2 to the LLDC for approval no later than the submission of the Zonal Masterplan for Zone 2 and SCBD shall respond to any SV consultation with SCBD carried out pursuant to SV's obligations pursuant to paragraph 5.8.1 of the SV Agreement.
- 5.8.2 SCBD shall procure that the Public Art is provided on LCR Land by no later than the date specified in the Public Art Strategy approved by the LLDC and SCBD shall implement any part of the public art strategy produced by SV and approved by the LLDC pursuant to paragraph 5.8.1 of the SV Agreement that relates to the LCR Land within Zones 3 and 4 by no later than the date specified in that public art strategy as approved by the LLDC.
- 5.8.3 All Public Art shall be provided in areas to which the public have access or otherwise so as to be visible from such areas.

5.8.4 Once installed or erected and unless otherwise agreed by the LLDC, the Public Art shall be retained and maintained by SCBD to the satisfaction of the LLDC for the natural life of the Public Art.

5.8.5 The minimum cost to be incurred by SCBD in the provision of the Public Art (but excluding future maintenance) shall be **£445,000** (Indexed) **PROVIDED THAT** not more than **£62,500** (Indexed) of such **£445,000** shall be expended on the formulation of the Public Art Strategies and the process of short-listing, selecting and commissioning artists.

**5.9 Public Service and Security Offices**

Not used.

**5.10 Civic Offices**

Not used.

**5.11 Support for Daycare Facilities**

SCBD shall use Reasonable Endeavours to encourage tenants and occupiers within the Development and in the local area to support the Daycare Facilities under this Part 5 and any social facilities (as defined in the SV Agreement) provided by SV on any SV Land, such obligation to include, but not limited to, encouraging commercial (including retail) tenants to use the Daycare Facilities under this Part 5 and social facilities and to provide sponsorship to such facilities.

**5.12 Place of Worship**

Not used.

**5.13 Further provisions in relation to leases**

5.13.1 In the event that SCBD is obliged to offer leases to bodies or organisations other than the Council or its nominee as agreed by SCBD and such party declines the offer or is a body or organisation which has not at that time been established in accordance with this Part 5 within 6 months of the offer having been made, then SCBD shall offer such lease to the Council or its nominee as agreed by SCBD on the same terms save that SCBD shall not be precluded from offering a lease to the Council any time within that 6 month period should the Council and SCBD agree that the offer is unlikely to be accepted by the party to whom the lease is first required to be offered.

5.13.2 In the event that the Council or its nominee rejects the offer or fails to respond to the offer within 6 months of the offer having been made pursuant to paragraph 5.13.1, the accommodation referred to in the offer shall be free from the obligations and restrictions in the relevant paragraph of this Part 5.

5.13.3 Where under this Part 5 SCBD is obliged to offer to grant a lease of any of the Daycare Facilities, the obligation shall be subject to a requirement that SCBD shall use all Reasonable Endeavours to proceed diligently and with all due expedition to enter into or procure the entering into of an agreement for lease and/or grant or procure the grant of such lease.

5.13.4 The provisions set out in the table below apply with respect to the terms of the leases to be granted under this Part 5.

	<b>Standard of fit out</b>	<b>Annual rent</b>	<b>Other terms</b>
Daycare Facilities	Shell and Core Standard	Open Market Rent	Upwards only review of rent

#### 5.14 **Miscellaneous**

Where in respect of any of the Daycare Facilities to be provided pursuant to this Part 5 there is provision for the LLDC to agree an alternative timescale to that specified in this Part for the provision of such facility, then where the LLDC agrees such alternative timescale, any restriction on Occupation currently proposed shall be replaced by a reference to the alternative prescribed level of floorspace or (as the case may be) the alternative percentage or number of Residential Units as may be agreed by the LLDC and SCBD shall not Occupy more than the prescribed level of floorspace or (as the case may be) alternative percentage or number of Residential Units until the facility in question has been completed and the other requirements of the relevant paragraph(s) of this Part 5 have been complied with.



**Appendix 4**  
**New Part 8**



**PART 8**  
**PUBLIC ACCESS**

**RECITALS**

- (A) The LLDC, the Council and SCBD agree that open space remains a vital component of the environment and that the provision of high quality open spaces and other outdoor leisure and recreation facilities and high quality public realm and public access routes will play an important role in enhancing the environment at the Stratford City Development and will contribute significantly to the quality of life of residents, workers and visitors to the Stratford City Development, as well as attracting residents and new businesses to the area.
- (B) Accordingly, Principal Application 1, Principal Application 2, Principal Application 3, Principal Application 4 and Principal Application 5 incorporate some 123,760 square metres approximately of public open space and 32,710 square metres approximately of urban green space distributed in areas across each of the seven Zones forming part of the Stratford City Development as shown on Parameter Plan 5 and set out on page 4 of the Open Space Strategy (as defined in clause 1.1.2). In addition, a further 26,500 square metres approximately of Playing Fields are included separately in the Playing Fields Application.

**RELEVANT DEFINITIONS**

**"at all times"** means 24 hours of every day, unless otherwise agreed by the LLDC (in consultation with the Council).

**"Additional Urban Green space"** means such urban green space which does not form part of any Ecological Area, Park or Public Access Route but may be made available for use by the general public in accordance with paragraph 8.9.

**"Arrival Park"** means the 'green gateway' which is that part of the Development Site within Zone 2 shown edged brown and marked as area POS4 on the Part 8A Plan having an area of not less than **0.084 hectares** (0.21 acres) or such other part of the Development Site of the same size as identified in any variation to the Zonal Masterplan for Zone 2 approved by the LLDC in writing pursuant to Condition A1.

**"Arrival Park Details"** means the detailed plans and specifications in relation to the construction, laying out and landscaping of Arrival Park to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.3.1, which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) gateway signage and lighting;
- (b) an informal seating area within a landscaped setting and pedestrian connections within, into and out of Arrival Park; and
- (c) Public Art

**"Arrival Park Management Plan"** means a scheme for the management and maintenance (including where appropriate repair and renewal) of Arrival Park and all facilities therein (including Public Art, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.3.3 which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such Management Plan as may be approved by the LLDC (in consultation with the Council).

**"Balcony Park "** means that part of the Development Site within Zone 2 shown edged brown and marked as area POS3 on the Part 8A Plan having an area of not less than **0.32 hectares**

(0.79 acres) and "**Balcony Park Phase 1**" and "**Balcony Park Phase 2**" and "**Balcony Park Phase 3**" means the relevant phase of Balcony Park as shown on Part 8B Plan.

"**Balcony Park Details**" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Balcony Park to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.28.1 and which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) unless otherwise agreed by the LLDC, a LEAP and the South MUGA;
- (b) mounded lawn areas and informal gardens;
- (c) pedestrian connections within, into and out of Balcony Park; and
- (d) park furniture including seating and lighting.

"**Balcony Park Management Plan**" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Balcony Park and all facilities therein (including all associated Playspace Facilities, the South MUGA, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.28.3 which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such Management Plan as may be approved by the LLDC (in consultation with the Council).

"**Bridge Safeguarding Zones**" means those parts of the Development Site shown as the locations for the Carpenter's Land Bridges edged brown and marked as areas SC2 and SC3 on the Part 8 Plan.

"**Building**" means a commercial or residential building to be provided as part of the Development and any reference to a numbered building is to the relevant building shown on the TIQ Plan

"**Carpenter's Land Bridges**" means the pedestrian bridges to connect the Stratford City Site with Carpenter's Land as shown marked SC2 and SC3 on the Part 8 Plan.

"**Carpenter's Square**" means that part of the Development Site within Zone 2 shown edged brown and marked as POS1 on the Part 8A Plan having an area of not less than **0.286 hectares** (0.7 acres) or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplan for Zone 2 approved by the LLDC in writing pursuant to Condition A1.

"**Carpenter's Square Details**" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Carpenter's Square to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.2.1 and which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) formal public gardens;
- (b) pedestrian connections within, into and out of Carpenter's Square;
- (c) park furniture including seating and lighting;
- (d) an area for seasonal displays and activities and including a performance area; and
- (e) Public Art.

"**Carpenter's Square Phasing Strategy**" means a phasing programme showing the construction and opening of Carpenter's Square in a series of phases in accordance with the construction and opening of adjacent Buildings.

**"Carpenter's Square Management Plan"** means a scheme for the management and maintenance (including where appropriate repair and renewal) of Carpenter's Square and all facilities therein (including Public Art, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.2.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such management plan as may be approved by the LLDC (in consultation with the Council).

**"Cycle Tracks"** means the cycle tracks to be provided within the LCR Land along the routes shown by a green line on the Part 8 Plan.

**"Cycle Tracks Details"** means the detailed plans and specifications in relation to the construction, laying out and landscaping of Cycle Tracks to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.14.1.

**"Cycle Tracks Management Plan"** means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Cycle Tracks (including lighting, security equipment and drainage) to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.14.4, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Cycle Tracks) and including any subsequent variations to such management plan as may be approved by the LLDC (in consultation with the Council).

**"Ecological Areas"** means those areas shown shaded blue and yellow on the plan attached at **Annexure 29**.

**"Ecological Areas Details"** means the detailed plans and specifications in relation to the construction, laying out and landscaping of the Ecological Areas and which shall include proposals for public access to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.16.1.

**"Ecological Areas Management Plan"** means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Ecological Areas (including lighting, pedestrian routes, security equipment and drainage) to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.16.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Ecological Areas) and including any subsequent variations to such management plan as may be approved by the LLDC (in consultation with the Council).

**"International Square"** means that part of the Development Site within Zone 2 shown edged brown and marked as area POS2 on the Part 8A Plan having an area of not less than **0.32 hectares (0.8 acres)** and **"International Square Phase 1"** and **"International Square Phase 2"** and **"International Square Phase 3"** means the relevant phase of International Square as shown on the Part 8C Plan or as may be otherwise agreed between SCBD and the LLDC in accordance with paragraph 8.27.8.

**"International Square Details"** means the detailed plans and specifications in relation to the construction, laying out and landscaping of International Square to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.27.1 and which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) Public Art;
- (b) open plaza with Pavilion;
- (c) pedestrian connections within, into and out of International Square;
- (d) park furniture including seating and lighting;

- (e) way finding; and
- (f) an area for outdoor events, promotions, markets and entertainment to publicise Zone 2.

**"International Square Management Plan"** means a scheme for the management and maintenance (including where appropriate repair and renewal) of International Square and all facilities therein (including Public Art, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.27.3 which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such Management Plan as may be approved by the LLDC (in consultation with the Council).

**"LAP"** means a local area for play of not less than **100 square metres**, being a small area of unsupervised open space specifically designed and designated for young children (aged 4 to 6 years old) for play activities close to where they live and designed and laid out to meet the relevant safety standards for play facilities and safety surfacing and to include seating for supervising adults.

**"LEAP"** means a local equipped area for play of not less than **400 square metres**, being an unsupervised equipped area for play for children of early school age (aged 4 to 10 years old) designed to include at least 5 different types of play equipment, designed and laid out to meet the relevant safety standards for play facilities and safety surfacing and to include seating for supervising adults.

**"Marker Tree"** means the tree situated in Zone 2 as shown on the Part 8C Plan.

**"MUGA"** means a multi-use games area to be fully lit and provided in accordance with Sport England standards for a type 4 MUGA in the document entitled "Sport England's Guide to the design specification and construction of Multi-Use Games Areas" and to accommodate as a minimum, facilities for football and basketball.

**"NEAP"** means a neighbourhood equipped area of play of not less than **1,000 square metres**, being an unsupervised play area equipped for children aged 4 to 16 years designed to include at least 8 different pieces of play equipment, opportunities for ball games or wheeled activities and seating for supervising adults and designed and laid out to meet the relevant safety standards for play areas, equipment and safety surfacing.

**"North MUGA"** means a MUGA of not less than 37 metres by 18.5 metres to be provided within that part of the Development Site which is subject to the Playing Fields Consent.

**"on foot"** shall include access with prams, pushchairs and wheelchairs.

**"Olympic Promenade Crossing"** means a pedestrian crossing of Westfield Avenue where the Olympic Promenade meets Westfield Avenue.

**"Olympic Promenade Crossing Design"** means the specification and design for the Olympic Promenade Crossing.

**"Park"** means all or any of Arrival Park, Balcony Park, Carpenter's Square and International Square.

**"Part 8 Plan"** means the plan attached hereto at **Annexure 14** and marked "Part 8 Plan".

**"Part 8A Plan"** means the plan attached hereto at **Annexure 14A** and marked "Part 8A Plan".

**"Part 8B Plan"** means the plan attached hereto at **Annexure 14B** and marked "Part 8B Plan".

**"Part 8C Plan"** means the plan attached hereto at **Annexure 14C** and marked "Part 8C Plan".

**"Pavilion"** means the pavilion café to be provided in International Square, which shall include the Visitor Centre.

**"Permitted Closures"** means temporary closure of the Public Access Area in question or any part thereof, in each case subject to the conditions prescribed by paragraph 8.17 in the following circumstances:

- (a) with the prior written approval of the Council where the Council is satisfied that such temporary closure is necessary in the interests of public safety or is required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing works within the Public Access Area in question or for any other reasonable and proper purpose;
- (b) with the prior written approval of the Council where the Council is satisfied that such temporary closure is necessary for the purposes of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) on the Development Site or adjoining land;
- (c) 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;
- (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..

**"Playspace Facilities"** means any LAP, LEAP or NEAP within any Park.

**"Primary Roads"** means the routes within the LCR Land shown coloured red on the Part 8 Plan and intended for use by all traffic to be provided pursuant to and in accordance with Condition H1.

**"Public Access Areas"** means all or any of the Additional Urban Green spaces, the Cycle Tracks, the Parks, the Playing Fields (including the North MUGA), the Primary Roads, the Secondary Roads, the South MUGA, the Carpenter's Land Bridges and those parts of the Ecological Areas in respect of which the LLDC agrees access should be permitted pursuant to paragraph 8.16.4 of this Part 8.

**"Retail Unit"** means a Class A1 or A3 retail unit.

**"Roads"** means all roads with public access within the LCR Land including the Primary and Secondary Roads.

**"Roads Management Plan"** means schemes for the management and maintenance (including where appropriate repair and renewal) of the Roads (including all associated street furniture, lighting, security equipment and drainage) to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.15.3, which schemes shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Roads) and including any subsequent variations to such management plan as may be approved by the LLDC (in consultation with the Council).

**"Secondary Roads"** means the routes within the LCR Land shown coloured blue on the Part 8 Plan and intended for use by all traffic.

**"Secondary Roads Details"** means the detailed plans and specifications in relation to the construction of the Secondary Roads submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.15.1.

**"South MUGA"** mean a MUGA of not less than **37 metres** by **18.5 metres** to be provided within Balcony Park Phase 3, unless otherwise agreed with the LLDC, at such location as is identified in the approved Zonal Masterplan for Zone 2.

**"South MUGA Details"** means the detailed plans and specifications in relation to the construction, laying out and landscaping of the South MUGA to be submitted to and approved by the LLDC (in consultation with the Council) as part of the Balcony Park Details.

**"Stitch Section 106 Agreement"** means the agreement dated 22 April 2015 made pursuant to section 106 of the 1990 between (1) the LLDC and (2) SCBD

**"TIQ Plan"** means the plan attached hereto at **Annexure 30** and marked "TIQ Plan".

**"Underspend"** means the difference (if any) between the final costs incurred in designing and constructing the Olympic Promenade Crossing as approved by the LLDC and the sum of £150,000 (Indexed).

**"Visitor Centre"** means an area of no less than 6 square metres to be provided in the Pavilion in accordance with paragraph 8.29.

**"Westfield Avenue"** means the area shown hatched red on the TIQ Plan.

**"Westfield Avenue Improvement Project"** means the proposed works to improve the carriageway, footways and public realm along Westfield Avenue, including the installation of new pedestrian crossings, landscaping and tree planting.

**"Westfield Avenue Improvement Project Notice"** means notice that the LLDC intends to carry out the Westfield Avenue Improvement Project which may not be served on SCBD prior to 1 December 2016.

**"Zone 2 Public Access Route"** means the public access route in Zone 2 known as the "Olympic Promenade" as shown coloured yellow on the Part 8A Plan or such location as approved by the LLDC in writing pursuant to Condition A1.

**"Zone 2 PAR Details"** means the detailed plans and specifications in relation to the construction, laying out and landscaping of the Zone 2 Public Access Route to be submitted to and approved by the LLDC (in consultation with the Council) in accordance with paragraph 8.6.1 which detailed specifications shall provide for the Zone 2 Public Access Route to be constructed so as to adjoin bridge F10 and the edge of the pathway in Zone 1 as shown on the Part 8A Plan.

## **8. OPERATIVE PROVISIONS**

### **8.1 Cascade Parklands**

Not used.

### **8.2 Carpenter's Square**

8.2.1 Unless otherwise agreed with the LLDC (in consultation with the Council and TfL), SCBD shall submit:

(A) the Carpenter's Square Phasing Strategy to the LLDC for approval (such approval to be in consultation with the Council and TfL) not less than three months prior to the submission of Reserved Matters details for Building S1, Building S2, Building S4, Building S9 or Building S10 (whichever is the earlier) and the development of Building S1, Building S2, Building S4, Building S9 or Building S10 (whichever is the earlier) shall not be Implemented until the Carpenter's Square Phasing Strategy has been approved by the LLDC; and

(B) the Carpenter's Square Details for approval (such approval to be in consultation with the Council and TfL) in accordance with the approved Carpenter's Square Phasing Strategy.

8.2.2 Unless otherwise agreed with the LLDC (in consultation with the Council and TfL), Carpenter's Square shall be completed and open for use by the general public in



accordance with the approved Carpenter's Square Phasing Strategy and no building adjoining Carpenter's Square shall be Occupied until the phase of Carpenter's Square identified in the approved Carpenter's Square Phasing Strategy which adjoins the relevant building has been completed and is open for use by the general public.

- 8.2.3 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Carpenter's Square Management Plan to the LLDC for approval (such approval to be in consultation with the Council) not less than 6 months prior to the first opening of Carpenter's Square to the general public in accordance with paragraph 8.2.4 and SCBD shall submit an updated Carpenter's Square Management Plan if necessary prior to the opening of any later phases of Carpenter's Square.
- 8.2.4 Unless otherwise agreed with the LLDC (in consultation with the Council), upon completion of Carpenter's Square or relevant part thereof SCBD will permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Carpenter's Square or the relevant part thereof at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
  - (B) any lawful requirements of the police or any other competent authority; and
  - (C) Public rights being in common with SCBD, SCBD's tenants and occupiers of any part of the Development.
- 8.2.5 Subject to paragraph 8.2.4 and unless otherwise agreed by the LLDC (in consultation with the Council), SCBD shall not erect any wall or barrier or any other object or structure or take any other steps that would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Carpenter's Square.
- 8.2.6 Not used.
- 8.2.7 SCBD shall, at its own expense, manage and maintain Carpenter's Square for the life of the Development in accordance with the Carpenter's Square Management Plan approved by the LLDC (in consultation with the Council).
- 8.2.8 For the purposes of paragraphs 8.2.1 and 8.2.2, TfL shall be consulted in respect of the Cycle Hire Scheme only.

### 8.3 Arrival Park

- 8.3.1 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Arrival Park Details to the LLDC for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Arrival Park (or the phase of the Development within which Arrival Park is situated) are submitted to the LLDC for approval.
- 8.3.2 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall not Complete more than 75% of the total commercial floorspace which is permitted to be constructed in Zone 2 unless Arrival Park has been completed in accordance with the Arrival Park Details as approved by the LLDC (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.3.4.
- 8.3.3 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Arrival Park Management Plan to the LLDC for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Arrival Park to the general public in accordance with paragraph 8.3.4.

- 8.3.4 Unless otherwise agreed with the LLDC (in consultation with the Council), upon completion of Arrival Park SCBD shall permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Arrival Park at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
  - (B) any lawful requirements of the police or any other competent authority; and
  - (C) public rights being in common with SCBD, SCBD's tenants and occupiers of any part of the Development.
- 8.3.5 Subject to paragraph 8.3.4 and unless otherwise agreed by the LLDC (in consultation with the Council), SCBD shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Arrival Park.
- 8.3.6 Not used.
- 8.3.7 SCBD shall, at its own expense, manage and maintain Arrival Park for the life of the Development in accordance with the Arrival Park Management Plan approved by the LLDC (in consultation with the Council).
- 8.4 **Crescent Park**  
Not used.
- 8.5 **Long Park**  
Not used.
- 8.6 **Zone 2 Public Access Route**
- 8.6.1 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Zone 2 PAR Details to the LLDC for approval (such approval to be in consultation with the Council) at the same time as the International Square Details are submitted to the LLDC for approval, such details to provide for the construction of the Zone 2 Public Access Route so as to connect (or allow their future connection) as shown on the Part 8A Plan.
- 8.6.2 SCBD shall complete and make available for use by the general public the Zone 2 Public Access Route by no later than 30 April 2018 in accordance with the Zone 2 PAR Details as approved by the LLDC (in consultation with the Council).
- 8.6.3 Unless otherwise agreed with the LLDC (in consultation with the Council), upon completion of the Zone 2 Public Access Route, SCBD shall permit the general public to have continuous access on foot (and in respect of those routes where cycles are permitted by bicycle) to and over the Zone 2 Public Access Route at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
  - (B) any lawful requirements of the police or any other competent authority; and
  - (C) public rights being in common with SCBD, SCBD 's tenants and occupiers of any part of the Development.
- 8.6.4 Unless otherwise agreed by the LLDC (in consultation with the Council), SCBD shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access onto or over the Zone 2 Public Access Route.

8.6.5 Following completion of the Zone 2 Public Access Route, SCBD shall erect signage on the Development Site indicating the availability of public access to and over the Zone 2 Public Access Route in accordance with details to be approved by the LLDC (in consultation with the Council) when approving the Zone 2 PAR Details, such details to include the timing for the provision of such signage.

**8.7 Zone 1 Public Access Routes**

Not used.

**8.8 Zones 3 and 5 Public Access Routes**

Not used.

**8.9 Additional Urban Green Spaces**

8.9.1 On or prior to submission of the Zonal Masterplan for Zone 2 SCBD shall submit to the LLDC for approval (such approval to be in consultation with the Council):

- (A) detailed plans and specifications of any Additional Urban Green Spaces within that Zone such details to include hard and soft landscaping, all street or park furniture (including seating and lighting) and pedestrian connections within and into and out of the Additional Urban Green Spaces;
- (B) a management plan for the management and maintenance of the Additional Urban Green Spaces for the life of the Development (including any facilities therein) such management plan to reflect the principles of the Estate Management Framework (so far as applicable to the Additional Urban Green Spaces); and
- (C) a timetable for the provision of the Additional Urban Green Spaces by reference to levels of Occupation of floorspace to be provided within the Development.

8.9.2 SCBD shall take all necessary steps to diligently lay out and construct and complete in a proper and workmanlike manner the Additional Urban Green Spaces in accordance with the details as approved by the LLDC (in consultation with the Council) pursuant to paragraph 8.9.1.

8.9.3 SCBD shall not Occupy more than the level of floorspace specified within the timetable approved pursuant to paragraph 8.9.1(C) in relation to completion of a particular Additional Urban Green Space until such Additional Urban Green Space has been completed in accordance with paragraph 8.9.2 and is open for use by the general public in accordance with paragraph 8.9.5.

8.9.4 Save as approved pursuant to paragraph 8.9.1, subject to paragraph 8.9.5, and unless otherwise agreed by the LLDC (in consultation with the Council), SCBD shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, public access into out of or over the Additional Urban Green Spaces.

8.9.5 Unless otherwise agreed with the LLDC (in consultation with the Council), upon completion of the Additional Urban Green Space SCBD shall permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted by bicycle), to and over the Additional Urban Green Space at all times, free of charge **SUBJECT TO:**

- (A) Permitted Closures;
- (B) any lawful requirements of the police or any other competent authority; and
- (C) public rights being in common with SCBD, SCBD 's tenants and occupiers of any part of the Development.

- 8.9.6 Not used.
- 8.9.7 SCBD shall, at its own expense, manage and maintain the Additional Urban Green Space for the life of the Development in accordance with the management plan approved pursuant to paragraph 8.9.1(B).

**8.10 Pedestrian Bridges to Carpenter's Land**

8.10.1 Until 1 January 2018, SCBD shall ensure that all relevant Zonal Masterplans and all applications for the approval of Reserved Matters for the LCR Land accord with the Bridge Safeguarding Zones so that no buildings or other permanent structures constructed pursuant to the Planning Permissions are sited, designed or serviced in a form or manner that would prevent or restrict the provision of or access to the Carpenter's Land Bridges.

8.10.2 In the event that planning permission is granted for development of any area adjoining the Bridge Safeguarding Zones, SCBD shall, in each case following agreement of the detailed specification and management (including public access), maintenance and security provisions in respect of the relevant Carpenter's Land Bridges and subject to nominal consideration for any rights granted, permit the owner, occupier or developer of such neighbouring area to construct the relevant Carpenter's Land Bridges into the relevant safeguarded zone in accordance with the agreed specification.

**8.11 Pedestrian Bridge to Carpenter's Estate**

Not used.

**8.12 Playing Fields**

Not used.

**8.13 Sports Contribution**

Not used.

**8.14 Cycle Tracks**

8.14.1 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Cycle Tracks Details to the LLDC for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the phase within which the Cycle Tracks are situated are submitted to the LLDC for approval.

8.14.2 SCBD shall construct and complete in accordance with the Cycle Track Details approved by the LLDC (in consultation with the Council) and make available for public use the Cycle Tracks contiguous to Roads at the same time as those Roads are required to be completed and available for public use.

8.14.3 Where completion of the relevant Road referred to in paragraph 8.14.2 above is to be carried out prior to the opening or Occupation of a certain level of retail or leisure floorspace or prior to the Occupation of a certain percentage or number of Residential Units, then SCBD shall not Occupy more than the prescribed level of floorspace or (as the case may be) the percentage or number of Residential Units until such of the Cycle Tracks as are contiguous with such Roads have been completed in accordance with the Cycle Track Details as approved by the LLDC (in consultation with the Council) and are open for use by the general public in accordance with paragraph 8.14.5.

8.14.4 Unless otherwise agreed with the LLDC (in consultation with the Council) SCBD shall submit the Cycle Tracks Management Plan to the LLDC for approval (such

approval to be in consultation with the Council) not less than 6 months prior to the first of the Cycle Tracks being open for use in accordance with paragraph 8.14.5.

8.14.5 Unless otherwise agreed with the LLDC (in consultation with the Council) upon completion of the Cycle Tracks SCBD shall permit the general public to have continuous access by bicycle, to and over the Cycle Tracks at all times, free of charge **SUBJECT TO:**

- (A) Permitted Closures;
- (B) the requirements of the police or any other competent authority; and
- (C) public rights being in common with SCBD, SCBD's tenants and occupiers of any part of the Development.

8.14.6 Subject to paragraph 8.14.5 and unless otherwise agreed by the LLDC (in consultation with the Council), SCBD shall not erect any wall fence barrier or any object or structure or take any other steps which would prevent or restrict or have the effect of preventing or restricting, access on cycles over the Cycle Tracks or to or from the Cycle Tracks.

8.14.7 Not used.

8.14.8 SCBD shall, at its own expense, manage and maintain the Cycle Tracks for the life of the LCR Land (unless they are adopted as public highway maintainable at public expense) in accordance with the Cycle Tracks Management Plan approved by the LLDC (in consultation with the Council).

#### 8.15 **Primary and Secondary Roads**

8.15.1 Unless otherwise agreed with the LLDC (in consultation with the Council) SCBD shall submit the Secondary Roads Details to the LLDC for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Secondary Roads (or the phase within which the Secondary Roads are situated) are submitted to the LLDC for approval.

8.15.2 Not used.

8.15.2A Not used.

8.15.3 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Roads Management Plan to the LLDC for approval (such approval to be in consultation with the Council) not less than 6 months prior to the relevant Road to which the management plan relates being open for use by the general public.

8.15.4 Upon completion of any Primary and Secondary Roads, SCBD shall permit the general public to have continuous access on foot and with bicycles and vehicles to and over the Primary and Secondary Roads at all times, free of charge **SUBJECT TO:**

- (A) Permitted Closures;
- (B) any lawful requirements of the police or any other competent authority; and
- (C) public rights being in common with SCBD, SCBD 's tenants and occupiers of any part of the Development.

8.15.5 Subject to paragraph 8.15.4 and unless otherwise agreed by the LLDC (in consultation with the Council), SCBD shall not erect any wall fence barrier or any object or structure or take any other steps which would prevent or restrict or have the effect of preventing or restricting, vehicular access over, to or from the carriageway or access on foot over footways forming part of the Primary or Secondary Roads.

- 8.15.6 Not used.
- 8.15.7 SCBD shall, at its own expense, manage and maintain the Primary and Secondary Roads for the life of the Development (unless they are adopted as public highway maintainable at public expense) in accordance with the Roads Management Plan approved by the LLDC (in consultation with the Council).

#### 8.16 Ecological Areas

- 8.16.1 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD and HS1 Limited shall submit the Ecological Areas Details to the LLDC for approval (such approval to be in consultation with the Council) by 31 December 2012.
- 8.16.2 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD and HS1 Limited shall complete the Ecological Areas in accordance with the Ecological Areas Details as approved by the LLDC (in consultation with the Council) by no later than 31 March 2014.
- 8.16.3 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall in consultation with HS1 Limited submit the Ecological Areas Management Plan to the LLDC for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of the Ecological Areas to the general public in accordance with paragraph 8.16.4.
- 8.16.4 Upon completion of the Ecological Areas and not earlier than 31 March 2014 (unless otherwise agreed by the LLDC), SCBD and HS1 Limited shall permit the general public to have continuous access on foot to and over those parts of the Ecological Areas in respect of which the LLDC (in consultation with the Council) shall agree access should be permitted, at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
  - (B) any lawful requirements of the police or any other competent authority; and
  - (C) public rights being in common with SCBD, HS1 Limited and their tenants and occupiers of any part of the Development.
- 8.16.5 Subject to paragraph 8.16.4, and unless otherwise agreed by the LLDC (in consultation with the Council), SCBD and HS1 Limited shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over the Ecological Areas.
- 8.16.6 Not used.
- 8.16.7 SCBD and HS1 Limited shall at their own expense, manage and maintain the Ecological Areas for the life of the Development in accordance with the Ecological Areas Management Plan approved by the LLDC (in consultation with the Council) **PROVIDED THAT** SCBD and HS1 Limited shall not be required to manage and/or maintain any parts of the Ecological Areas that are adopted as highway by the Highway Authority.

#### 8.17 Temporary Closures

- 8.17.1 In relation to a Permitted Closure which is referred to in sub-paragraphs (a) or (b) of the definition of Permitted Closures, not less than 20 Working Days prior to the temporary closure SCBD or HS1 Limited (as appropriate) shall submit a request to the Council for approval to such temporary closure specifying the intended date or dates of such closure and the reasons for it.

- 8.17.2 The Council shall within 15 Working Days respond to a request from SCBD or HS1 Limited pursuant to 8.17.1 stating whether the Council approves the temporary closure and in granting any such approval, the Council may also impose reasonable terms in relation to such closure.
- 8.17.3 Any failure by the Council to respond to SCBD 's or HS1 Limited's request pursuant to paragraph 8.17.2 within 15 Working Days from the date of the request, shall be a deemed approval of that request.
- 8.17.4 Any temporary closure referred to in sub-paragraph (c) of the definition of Permitted Closures shall be subject to the following conditions:
- (A) a requirement that, as soon as reasonably practicable after such closure and in any event within 48 hours, SCBD or HS1 Limited (as appropriate) shall notify the Council in writing of such closure and the details thereof (including full reasons for the closure and its anticipated duration); and
  - (B) such closure shall continue on such terms as the Council may reasonably require (including the duration of closure) in response to SCBD 's or HS1 Limited's notice referred to in sub-paragraph (A).
- 8.17.5 Upon the re-opening of any Public Access Area following temporary closure the provisions of this Part 8 relating to public access to, from and over such Public Access Area shall again apply hereto.

#### **8.18 Power of entry and works in default**

- 8.18.1 Save in respect of paragraph 8.17.4 where the provisions of this paragraph 8.18 shall also apply as if references to the "LLDC" or "the LLDC's" were references to the "LLDC or the Council" or the "LLDC's or the Council's", SCBD or HS1 Limited (as appropriate) shall upon reasonable written notice permit the LLDC or any person or body the LLDC elects to carry out on behalf of the LLDC the LLDC's functions under this paragraph 8.18 (and for the avoidance of doubt such body may include the Council) with or without agents, surveyors workmen and others, to enter upon the LCR Land or HS1 Land (as appropriate) following completion of any Public Access Area for the purpose of ascertaining whether the obligations in this Part 8 in relation to such Public Access Area have been or are being complied with.
- 8.18.2 Following notice by the LLDC of any breach of SCBD's or HS1 Limited's obligations under this Part 8, if within 2 months of such notice SCBD or HS1 Limited (as appropriate) shall not have commenced and does not thereafter diligently proceed within a reasonable timescale to comply with the requirements of the aforementioned notice then, to the extent that rectification of the breach requires works to be carried out, the LLDC or the LLDC's elected person or body may with or without workmen and others and with or without materials, plant, machinery, equipment and/or appliances, enter upon the LCR Land or HS1 Land (as appropriate) in order to remedy such default (including without prejudice to the generality the clearing of any unauthorised obstruction).
- 8.18.3 In the event that the LLDC or the LLDC's elected person or body carries out any remedial works pursuant to paragraph 8.18.2, the cost of so doing and all expenses incurred thereby shall be paid by SCBD or HS1 Limited (as appropriate) to the LLDC or the LLDC's elected person or body (as appropriate) within 10 Working Days of demand thereof.

#### **8.19 Rules and regulations in relation to use of Public Access Areas**

SCBD and HS1 Limited may make reasonable rules and regulations with regard to the conduct of persons using any Public Access Area **PROVIDED THAT** such rules and

regulations and any modifications thereto shall first be approved by the LLDC and the Council.

#### **8.20 Approval of detailed plans and specifications etc**

8.20.1 Where under this Part 8 detailed plans and specifications are required to be submitted to the LLDC for approval then, unless otherwise agreed by the LLDC (in consultation with the Council), such detailed plans and specifications shall accord with the principles set out in the Open Space Strategy and the Design Strategy.

8.20.2 Where SCBD and/or HS1 Limited is required or permitted under this Part 8 to submit detailed plans and specifications, rules and regulations, or details to the LLDC for approval, the LLDC shall reasonably and diligently consider the same and respond to SCBD (and/or HS1 Limited as appropriate) within 15 Working Days as to whether the detailed plans and specifications, rules and regulations, or details are approved.

8.20.3 In the event that the LLDC refuses to approve the detailed plans and specifications, rules and regulations or details, then the LLDC shall indicate to SCBD (and/or HS1 Limited as appropriate) reasonable modifications which may be required in order to secure approval and the plans, specifications, rules and regulations or details shall be re-submitted until they have been approved.

#### **8.21 Management Plans**

SCBD may submit one or more management plans to cover the maintenance and management of some or all of the Public Access Areas instead of a single management plan.

#### **8.22 Cherry Park**

Not used.

#### **8.23 Zone 1 LAP**

Not used.

#### **8.24 Alexandra Park**

Not used.

#### **8.25 Playspace Requirements within the Parks**

8.25.1 SCBD shall provide the following as a minimum within the Parks:

- (A) one LEAP within Zone 2;
- (B) not used;
- (C) not used.

#### **8.26 Signage**

8.26.1 No later than 31 December 2016 SCBD shall submit a signage strategy for the erection of signage on the LCR Land indicating the availability of public access (including but not limited to access for pedestrians, cyclists and mobility device users) to and over the Public Access Areas and including details of the timing of the provision of such signage for approval by the LLDC (in consultation with the Council) (the "**Signage Strategy**").

8.26.2 The Signage Strategy shall be prepared with regard to the signage details submitted by the Zone 1 Developer pursuant to Schedule 1 part 8 paragraphs 8.9.6, 8.14.7, 8.15.6 and 8.22.6 of the Zone 1 Agreement and prior to submitting a Signage Strategy for approval by the LLDC SCBD shall consult the Zone 1 Developer and SV in relation to such proposed Signage Strategy and shall have regard to any comments made by the Zone 1 Developer and SV thereon and SCBD shall submit a



record of the comments made by the Zone 1 Developer and SV to the LLDC at the same time as it submits any proposed Signage Strategy for approval.

- 8.26.3 SCBD shall erect signage in accordance with the Signage Strategy approved by the LLDC (in consultation with the Council) pursuant to this paragraph.

## 8.27 International Square

8.27.1 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the International Square Details to the LLDC for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for International Square (or the phase of the Development within which International Square is situated) are submitted to the LLDC for approval.

8.27.2 Unless otherwise agreed with the LLDC (in consultation with the Council) and subject to paragraph 8.27.7, International Square shall be completed in accordance with the International Square Details as approved by the LLDC (in consultation with the Council) and open for use by the general public in accordance with paragraph 8.27.4 in phases as follows:

- (A) International Square Phase 1 shall be completed and open for use by the general public no later than the 30 April 2018;
- (B) International Square Phase 2 shall be completed and open for use by the general public prior to Completion of Building S5; and
- (C) International Square Phase 3 shall be completed and open for use by the general public no later than 10 months following Completion of Building S5 and no later than 30 September 2020

and no building adjoining International Square shall be Completed until the phase of International Square that adjoins the relevant building has been completed and open for use by the general public.

8.27.3 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the International Square Management Plan to the LLDC for approval (such approval to be in consultation with the Council) not less than 6 months prior to the first opening of International Square to the general public in accordance with paragraph 8.27.4 and SCBD shall submit an updated International Square Management Plan for approval if necessary prior to the opening of the later phases of International Square.

8.27.4 Unless otherwise agreed with the LLDC (in consultation with the Council), upon completion of International Square or a relevant phase thereof SCBD will permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over International Square or the relevant phase thereof at all times, free of charge SUBJECT TO:

- (A) Permitted Closures;
- (B) any lawful requirements of the police or any other competent authority; and
- (C) Public rights being in common with SCBD, SCBD's tenants and occupiers of any part of the Development.

8.27.5 Subject to paragraph 8.27.4 and unless otherwise agreed by the LLDC (in consultation with the Council), SCBD shall not erect any wall or barrier or any other object or structure or take any other steps that would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over International Square.

- 8.27.6 SCBD shall, at its own expense, manage and maintain International Square for the life of the Development in accordance with the International Square Management Plan approved by the LLDC (in consultation with the Council).
- 8.27.7 SCBD shall Complete the Pavilion and use Reasonable Endeavours to secure an operator and open it for use by no later than 18 months following Completion of Building S5.
- 8.27.8 SCBD shall use Reasonable Endeavours to submit amended phasing plans at the same time as submitting Reserved Matters details for International Square to enable the delivery of a greater part of International Square as International Square Phase 2 rather than International Square Phase 3.

**8.28 Balcony Park**

- 8.28.1 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Balcony Park Details to the LLDC for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Balcony Park (or the phase of the Development within which Balcony Park is situated) are submitted to the LLDC for approval.
- 8.28.2 Unless otherwise agreed with the LLDC (in consultation with the Council), Balcony Park shall be completed and open for use by the general public in accordance with paragraph 8.28.4 in three phases as follows:
- (A) Balcony Park Phase 1 shall be Completed and open for use by the general public prior to Occupation of Building S8 and Building S8 shall not be Occupied until Balcony Park Phase 1 is Completed and open for use by the general public;
  - (B) Balcony Park Phase 2 shall be Completed and open for use by the general public prior to Occupation of Building S7 and Building S7 shall not be Occupied until Balcony Park Phase 2 is Completed and open for use by the general public; and
  - (C) Balcony Park Phase 3 shall be Completed and open for use by no later than six months following Occupation of Building S7 or Completion of Building S6 (whichever is the earlier)

and notwithstanding the above, the area shown hatched in black on the Part 8B Plan shall be Completed prior to Completion of Balcony Park Phase 2

- 8.28.3 Unless otherwise agreed with the LLDC (in consultation with the Council), SCBD shall submit the Balcony Park Management Plan to the LLDC for approval (such approval to be in consultation with the Council) not less than 6 months prior to the first opening of Balcony Park to the general public in accordance with paragraph 8.28.4 and SCBD shall submit an updated Balcony Park Management Plan for approval if necessary prior to the opening of the later phases of Balcony Park.
- 8.28.4 Unless otherwise agreed with the LLDC (in consultation with the Council), upon completion of Balcony Park or a relevant phase thereof SCBD will permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Balcony Park or the relevant phase thereof at all times, free of charge SUBJECT TO:
- (A) Permitted Closures;
  - (B) any lawful requirements of the police or any other competent authority;
  - (C) public rights being in common with SCBD, SCBD's tenants and occupiers of any part of the Development; and

- (D) access to railway to cater for all operational requirements of the network owner.
  - 8.28.5 Subject to paragraph 8.27.4 and unless otherwise agreed by the LLDC (in consultation with the Council), the SCBD shall not erect any wall or barrier or any other object or structure or take any other steps that would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Balcony Park.
  - 8.28.6 Following completion of the South MUGA, SCBD shall erect the signage on the Development Site indicating the availability of public access to and over the South MUGA in accordance with details to be approved by the LLDC (in consultation with the Council) when approving the South MUGA Details, such details to include the timing for the provision of such signage.
  - 8.28.7 SCBD shall, at its own expense, manage and maintain Balcony Park for the life of the Development in accordance with the Balcony Park Management Plan approved by the LLDC (in consultation with the Council).
- 8.29 Visitor Centre**
- 8.29.1 Subject to paragraph 8.29.4, SCBD shall provide and maintain the Visitor Centre within the Pavilion or a Retail Unit in Building S5 or Building S6.
  - 8.29.2 The Visitor Centre shall provide as part of a commercially operated café the following:
    - (A) maps, brochures and event information relating to the Queen Elizabeth Park and Stratford City; and
    - (B) facilities for dealing with face to face queries from visitors, workers and residents about facilities and events at the Queen Elizabeth Park and Stratford Cityand the LLDC shall assist SCBD in delivering and maintaining the facilities above by providing to SCBD relevant maps, brochures and event information for display and providing appropriate training for staff working in the Pavilion to deal with face to face queries about facilities and events at the Queen Elizabeth Park and Stratford City.
  - 8.29.3 The Visitor Centre shall be staffed 7 days a week between 9am and 5pm (unless otherwise agreed with the LLDC) and the LLDC shall use Reasonable Endeavours to provide additional staff support or volunteers to assist in the Visitor Centre during busy periods.
  - 8.29.4 The LLDC and SCBD shall review the operation and use of the Visitor Centre on the first anniversary of its opening and on each anniversary thereafter and in the event that the Visitor Centre is no longer being used, the LLDC and SCBD shall consider whether to continue to maintain the Visitor Centre in Zone 2.
  - 8.29.5 Until the Completion of the Pavilion a temporary visitor centre shall be provided in Zone 2 in accordance with the Stitch Section 106 Agreement or with the prior approval (not to be unreasonably delayed or withheld) of the LLDC in a Retail Unit in Building S5 or S6.
- 8.30 Marker Tree**
- 8.30.1 The Marker Tree shall be retained within Zone 2 in the area shown on the Part 8C Plan.

- 8.30.2 Subject to paragraph 8.30.3, the LLDC shall be responsible for maintaining the Marker Tree and its replacement with a new tree, of a similar size and species, in the event that it dies or is destroyed.
- 8.30.3 SCBD shall only be responsible for replacement of the Marker Tree in the event that it dies or is destroyed as a result of any activity carried out by SCBD or its tenants or anyone acting on its behalf or with its permission.

**8.31 Westfield Avenue**

- 8.31.1 Within 28 days of receipt of the Westfield Avenue Improvement Project Notice SCBD shall pay to LLDC the sum of £475,000 (Indexed from 1 July 2015) as a contribution towards the Westfield Avenue Improvement Project less any sum incurred or committed by SCBD in constructing the Olympic Promenade Crossing (up to a maximum of £150,000 Indexed from 1 July 2015) provided that evidence that such sum has been incurred or committed has been provided to the LLDC.
- 8.31.2 If the LLDC has not served the Westfield Avenue Improvement Project Notice on or before 31 January 2018 paragraphs 8.31.3 to 8.31.6 shall apply.
- 8.31.3 SCBD shall by not later than 28 February 2018:
- (A) submit to the LLDC for approval the Olympic Promenade Crossing Design; and
  - (B) pay to the LLDC the sum of £325,000 (Indexed from 1 July 2015) as a contribution towards the Westfield Avenue Improvement Project or pedestrian and cycle route improvements within the Stratford City Site or its local vicinity.
- 8.31.4 SCBD shall fully implement the Olympic Promenade Crossing in accordance with the approved Olympic Promenade Crossing Design prior to 30 April 2018 and Building S5 shall not be completed until the Olympic Promenade Crossing has been fully implemented.
- 8.31.5 Within 10 Working Days of Completion of the Olympic Promenade Crossing SCBD shall submit to LLDC for approval the final costs incurred in designing and constructing the Olympic Promenade Crossing.
- 8.31.6 If the final costs incurred in designing and constructing the Olympic Promenade Crossing Project approved pursuant to paragraph 8.31.5 result in an Underspend the amount of the Underspend shall be paid to LLDC within 28 Working Days of the approval of the final costs incurred in designing and constructing the Olympic Promenade Crossing Project for LLDC to apply towards pedestrian and cycle route improvements within the Stratford City Site or its local vicinity.
- 8.31.7 In the event that any part or all of the contribution paid by SCBD to the LLDC for the Westfield Avenue Improvement Project pursuant to paragraph 8.31.1 has not been spent or committed within three (3) years from the date of receipt by the LLDC, the LLDC covenants on written request to repay such sums or amounts (or such part thereof) to SCBD with all accrued interest within 28 Working Days.

**Appendix 5**  
**New Part 12**



**PART 12**  
**ENVIRONMENT AND SUSTAINABILITY**

**RECITALS**

- (A) SCBD recognises the importance of creating a sustainable development at the Stratford City Development by achieving a high environmental quality and enabling the Development (and users of the Development) to minimise usage of natural resources.
- (B) Guiding principles in respect of the matters referred to in Recital (A) are set out in the Environmental Sustainability Framework, which will inform the preparation of the Sustainable Design Manual. SCBD is also committed to undertaking further studies to develop objectives, targets and detailed design guidelines for the Development.
- (C) As part of the design review process the London Legacy Development Corporation Quality Review Panel will consider sustainability and design for climate change adaptation and mitigation.
- (D) SCBD has accordingly agreed to the environmental and sustainability obligations contained in this Part 12.

**RELEVANT DEFINITIONS**

**"CCHP Plant"** means the off-site combined cooling heating and power plant to be located at King's Yard.

**"Concerto Funding"** means funding resulting from a successful bid to the European Commission's Directorate General for Energy and Transport for funding under the European Union's Sixth Research Framework Programme or any programme replacing or superseding the same for proposals that aim to achieve integrated demonstration and dissemination actions which involve the real-scale application of new, renewable and efficient energy technologies in an EU context.

**"ECON 19"** means *Energy Consumption Guide 19 – Energy use in offices* published in December 2000 as part of the Government's Energy Efficiency Best Practice programme.

**"Environmental Sustainability Framework"** means the document of that name submitted to the Council by the Zone 1 Developer with the Principal Application.

**"LLDC's Sustainability Consultant"** means a consultant procured by the LLDC to advise on sustainable design and construction.

**"Northern District Energy Systems"** means such district heating systems as may be connected to the CCHP Plant or such other combined cooling and heating power plant as may be agreed with the LLDC to serve Development lying north of the HS1 Box.

**"QRP"** has the meaning given in Part 3.

**"Renewable Energy"** shall have the same meaning as the definition set out in Annex 1 of *Green light to clean power: The Mayor's Energy Strategy* published by the Mayor of London in February 2004.

**"Renewable Energy Fund"** means up to **£910,000** (Indexed) to be applied by SCBD in accordance with paragraph 12.8.

**"Renewable Energy Strategy"** means the strategy submitted and approved in accordance with paragraph 12.8.3 of the Zones 2-7 Agreement;

**"Street Infrastructure"** means street lighting and signage infrastructure and any other infrastructure in the public realm (including any cycle hire facilities) that is not otherwise physically attached to a building and which requires an electricity supply independent from that of any building at the Development.

**"Sustainable Energy Partnership"** means a partnership or other contractual arrangement with one or more specialist energy delivery or operating companies which will operate as the Energy Service Company for the Development Site with the principal objective of delivering the CCHP Plant or such other combined cooling and heating plant as may be agreed with the ODA.

## **12. OPERATIVE PROVISIONS**

### **12.1 Submissions to QRP and LLDC's Sustainability Consultant**

12.1.1 SCBD, in preparing proposals for any Zonal Masterplan and Reserved Matters, shall submit the proposals to the QRP for review and comment upon environmental issues prior to submission to the LLDC.

12.1.2 SCBD covenants to pay any reasonable and proper fees charged by the QRP and the LLDC's Sustainability Consultant in relation to any submissions that are made to them pursuant to this Part 12.

12.1.3 Any Zonal Masterplan and applications for approval of Reserved Matters submitted to the LLDC shall be accompanied by the written comments of the QRP.

### **12.2 Highway Works Application**

The obligations set out in this Part 12 shall not apply to environmental issues in relation to the Highway Works Applications.

### **12.3 Developer's maximum liability**

Not used.

### **12.4 Translocation of lizards**

12.4.1 SCBD will not commence any works pursuant to the Playing Fields Consent on land identified in Volume 4 of the Environmental Statement as inhabited by lizards protected under the Wildlife and Countryside Act 1981 or The Conservation (Natural Habitats, &c.) Regulations 1994 until LCR has:

- (A) submitted to the LLDC and the LLDC has approved details of the receptor sites for the translocation of the protected lizards currently present on the land that is the subject of the Playing Fields Application and a programme for the translocation of such lizards; and
- (B) obtained all such rights, consents and approvals as may be necessary to relocate such lizards to the approved receptor sites and evidence of such rights, consents and approvals has been provided to the reasonable satisfaction of the LLDC.

12.4.2 SCBD will relocate the lizards in accordance with the programme for their translocation approved by the LLDC pursuant to paragraph 12.4.1(A).

### **12.5 Sustainable energy**

12.5.1 SCBD will not commence any works pursuant to the Planning Permissions until the Sustainable Energy Partnership has been established.

12.5.2 SCBD will procure that the terms of the Sustainable Energy Partnership require the promotion of sustainable energy strategies for all energy related activities at the Development through the promotion of energy efficiency, efficiency of energy supply and Renewable Energy.

12.5.3 SCBD will procure that, wherever practicable, the Sustainable Energy Partnership will seek to align its commercial objectives with carbon emissions reductions.



12.5.4 As soon as reasonably practicable after the Sustainable Energy Partnership has been established, SCBD will provide details to the LLDC and the Council of the Sustainable Energy Partnership including details of membership and the written aims and objectives of the Sustainable Energy Partnership.

## **12.6 CCHP Plant and Northern District Energy Systems**

12.6.1 SCBD will use all Reasonable Endeavours (including competitive pricing) to ensure:

- (A) a minimum of 75% of the electrical power requirements of the Development are met by the CCHP Plant or such other combined cooling and heating power plant as may be agreed with the LLDC; and
- (B) all buildings constructed within Zone 2 are connected to the district heating infrastructure associated with the CCHP Plant or such other combined cooling and heating power plant as may be agreed with the LLDC.

12.6.2 SCBD will procure that the Northern District Energy Systems or such other district energy systems as may be agreed with the LLDC will be provided to serve Development lying north of the CTRL Box.

12.6.3 SCBD will use all Reasonable Endeavours to connect all buildings constructed on the LCR Land within Zones 3 and 4 to the Northern District Energy Systems or such other district energy systems as may be agreed with the LLDC.

## **12.7 Carbon emissions**

12.7.1 SCBD will use all Reasonable Endeavours through the use of district energy systems, Renewable Energy and energy efficiency to procure a 15% reduction in carbon emissions from a baseline of the benchmarks for typical energy consumption given in ECON 19 or equivalent energy consumption at the time of connecting the relevant part of the Development.

12.7.2 Each building to be constructed at the Development will be designed and constructed so that carbon emissions from the building will be at least 10% lower than required by the building regulations in force at the time of its design and construction respectively, in addition to any reduction in carbon emissions achieved pursuant to paragraph 12.7.1.

12.7.3 SCBD will work with and will procure that the Sustainable Energy Partnership will work with the LLDC, the Council and the GLA to seek to reduce carbon emissions from the Development taking advantage of, for example, the refurbishment of buildings and replacement of plant in an effort to achieve:

- (A) a 50% reduction in carbon emissions against ECON 19 by 2020 or, if earlier, the twelfth anniversary of the Implementation Date; and
- (B) an 80% reduction in carbon emissions against ECON 19 by 2050 or, if earlier, the forty-fifth anniversary of the Implementation Date.

## **12.8 Renewable Energy**

12.8.1 SCBD will use all Reasonable Endeavours to resource a minimum of 2% of the energy requirements of the Development from locally generated Renewable Energy either on- or off-site.

12.8.2 SCBD will apply the Renewable Energy Fund for the purpose of Renewable Energy generation at the Development or in the vicinity of the Development Site.

12.8.3 SCBD shall (following consultation with SV) submit to the LLDC's Sustainability Consultant for its consideration an amended Renewable Energy Strategy for the use of the Renewable Energy Fund on LCR Land (such strategy to include a process for expenditure of funds on specific projects and which shall have regard to the

Renewable Energy Strategy and any amended strategy in relation to the SV Land), to include (but not be limited to) proposals for the use of Renewable Energy to power Street Infrastructure at the Development unless alternative means to deliver a higher level of Renewable Energy of equivalent cost are identified by SCBD.

- 12.8.4 Within 10 Working Days of consideration of the amended strategy for the use of the Renewable Energy Fund by the LLDC's Sustainability Consultant pursuant to paragraph 12.8.3, SCBD will submit such strategy to the LLDC for its approval. In considering any proposals by SV for any amended Renewable Energy Strategy the LLDC's Sustainability Consultant and the LLDC shall have regard to the Renewable Energy Strategy and any SV amended strategy and shall consult with and have regard to any representations made by SV.
- 12.8.5 SCBD will apply 25% of the Renewable Energy Fund to projects in accordance with the Renewable Energy Strategy or amended strategy approved by the LLDC or to such other projects as may be approved by the LLDC in consultation with the LLDC's Sustainability Consultant (until such time as it ceases to exist) not later than the date 2 years after first Occupation of 25% of the approved floorspace on LCR Land.
- 12.8.6 The Renewable Energy Fund may be used:
- (A) as capital or seed funding for specific Renewable Energy ventures at the Development or in the vicinity of the Development Site;
  - (B) for the direct provision of Renewable Energy to buildings or infrastructure at the Development; and/or
  - (C) such other purposes as may from time to time be agreed with the LLDC.
- 12.8.7 SCBD will use all Reasonable Endeavours (and the Council will assist SCBD) to use the Renewable Energy Fund to leverage additional grant funding for the purpose of Renewable Energy at the Development or in the vicinity of the Development Site.
- 12.8.8 On the first anniversary of the date of first Occupation of any of the approved floorspace on LCR Land within Zones 2, 3 and 4 and on each anniversary thereafter until the Renewable Energy Fund has been spent in full, SCBD will submit a written report to the LLDC detailing the sums applied from or paid out of the Renewable Energy Fund and the matters or projects towards which sums have been applied or paid.

**12.9 Exemplar Buildings**

Not used.

**12.10 Matched/Supported Funding**

- 12.10.1 To the extent that it is available, SCBD will apply for (and the Council will assist SCBD to secure) and use Reasonable Endeavours to secure match funding including Concerto Funding for all Renewable Energy and other energy efficiency measures proposed at the Development **PROVIDED THAT** the Council's obligation to assist SCBD to secure such funding shall not extend to incurring costs other than internal staff and administration costs.
- 12.10.2 Within 10 Working Days of receipt of any match funding pursuant to paragraph 12.10.1, SCBD will provide written details, including the terms and conditions, of such match funding to the LLDC and to the Council.

## 12.11 **Environmental Management System**

- 12.11.1 SCBD will operate a comprehensive environmental management system for activities over which it has responsibility at the Development.
- 12.11.2 SCBD will apply for and secure accreditation for the environmental management system by not later than the first anniversary of the Opening Date and will thereafter maintain the environmental management system in accordance with ISO14001 / BS7750.
- 12.11.3 SCBD will, through the environmental management system, provide monitoring information in relation to the Development to the LLDC on an annual basis with respect to:
  - (A) energy consumption;
  - (B) air quality;
  - (C) waste generation and recycling;
  - (D) water use;
  - (E) biodiversity; and
  - (F) percentage of energy requirements resourced from Renewable Energy,the first such monitoring information to be provided on the second anniversary of the Opening Date and on each anniversary thereafter.

## 12.12 **Future Reserved Matter Submission**

SCBD will ensure that from the date of this Agreement all applications for approval of Reserved Matters will comply with the Newham UDP in relation to energy demand and carbon dioxide emissions in force at the date of this Agreement and shall use Reasonable Endeavours to ensure that all such applications for approval of Reserved Matters also comply with the relevant provisions in relation to energy demand and carbon dioxide emissions of such development plan documents covering the Development Site in force as at the date such applications for approval of Reserved Matters are submitted to the LLDC for approval.

**Appendix 6  
New Part 13**



**PART 13**  
**ACCESS**

**RECITALS**

- (A) SCBD is committed to inclusive design in its proposals for the Development, which will be planned and designed to meet the diverse needs of people of all ages and with a variety of physical and sensory impairments.
- (B) SCBD is also committed to the principles of Lifetime Homes Standards and the requirements of the Disability Discrimination Act 1995.
- (C) SCBD has commissioned an access consultant to act as an independent adviser to ensure that access issues are properly considered and resolved to an appropriate level of detail at each step of planning, design, construction and operation of the Development.
- (D) As part of the design review process the London Legacy Development Corporation Quality Review Panel will consider matters of accessibility and inclusive design. .

**RELEVANT DEFINITIONS**

"**Access Consultant**" means the access consultant appointed from time to time by SCBD pursuant to paragraph 13.9.

"**Access Statement**" means the access statement dated 13 August 2004 and agreed by the Council, a copy of which is attached to this Agreement as **Annexure 9**, including such amendments thereto as may be approved by the LLDC from time to time.

"**Adapted Wheelchair Housing Units**" means housing for use by wheelchair users constructed to a standard for which equivalent funding would be available from the HCA or other grant funded bodies from time to time.

"**HCA**" shall have the meaning defined in Part 4.

"**Intermediate Units**" shall have the meaning defined in Part 4.

"**Lifetime Homes Standards**" means the Lifetime Homes standards set out in *Meeting Part M and designing Lifetime Homes* published by the Joseph Rowntree Foundation in 1999.

"**Lift Maintenance and Service Strategy**" means a strategy setting out as a minimum: the proposed standards of lift maintenance, details of the availability and call out times for on site maintenance personnel, the notice to be given to wheelchair users in the event of the closure of any of the lifts and the possible alternative arrangements to be made available for wheelchair users during the servicing and closure of any lifts.

"**Market Housing Units**" shall have the meaning defined in Part 4.

"**QRP**" has the meaning given in Part 3.

"**Wheelchair Housing Units**" means housing that is capable of adaptation for use by wheelchair users in accordance with the Wheelchair Housing Design Standards 1997 published by the National Wheelchair Housing Association Group.

**13. OPERATIVE PROVISIONS**

**13.1 Costs of QRP**

SCBD covenants to pay any reasonable and proper fees charged by the QRP in relation to any submissions that are made to it pursuant to this Part 13.

**13.2 Highway Works Applications**

The obligations set out in this Part 13 will not apply to access issues in relation to the Highway Works Applications.

**13.3 Developer's maximum liability**

**13.4 Not used. Compliance with access requirements**

In addition to the specific requirements in this Agreement and the Planning Permissions in relation to Lifetime Homes and Wheelchair Housing Units, SCBD will ensure that the Zonal Masterplans for Zones 3 and 4 (in so far as they relate to LCR Land) and the Zonal Masterplans for Zones 2 and 7 and applications for approval of Reserved Matters in LCR Land:

- 13.4.1 reflect the policy requirements on inclusive access specified in the Newham UDP and supplementary planning guidance issued further to the Newham UDP;
- 13.4.2 apply the contents of the Access Statement and other relevant guidance on accessibility; and
- 13.4.3 take into account comments made by the QRP on such Zonal Masterplans or applications for approval of Reserved Matters and advise the LLDC of SCBD's response to such comments.

**13.5 Transfer of obligations to the Estate Management Company**

13.5.1 Where it is agreed between the LLDC and SCBD that it is appropriate for access issues to be handed over to the Estate Management Company then, subject to the Estate Management Company entering into a direct covenant with the LLDC to observe the obligations of SCBD contained in this Part 13, the obligations of SCBD contained in this Part 13 (save for those obligations contained in 13.7 and 13.8) will cease from the date of that handover.

13.5.2 SCBD shall ensure that the Estate Management Company consults with any estate management company or companies established to manage the SV Land or relevant parts under the SV Agreement and shall use reasonable endeavours to ensure that there is good, joined up and effective estate management across the Development Site and in particular as between the SV Land and the LCR Land within Zones 3-6.

**13.6 Disability Discrimination Act 1995**

SCBD will work with the LLDC and the Council to ensure that the requirements of the Disability Discrimination Act 1995 are met in all areas of public access at the Development.

**13.7 Lifetime Homes**

Unless otherwise agreed in writing with the LLDC, SCBD will design all Residential Units within the Development to comply with Lifetime Homes Standards and details of such compliance will be submitted for approval by the LLDC with applications by SCBD for approval of any Zonal Masterplan and Reserved Matters.

**13.8 Wheelchair housing**

13.8.1 Not used.

13.8.2 Not used.

13.8.3 Not used.

13.8.4 Not used.

13.8.5 Not used.

13.8.6 Prior to the submission of the first application for Reserved Matters to the LLDC in respect of any Residential Units to be constructed after the Games on the LCR Land, SCBD will commission market research to identify the demand for Wheelchair Housing Units in respect of:

- (A) the Market Housing Units to be constructed at the Development after the Games; and

- (B) the Intermediate Units to be constructed at the Development after the Games.
- 13.8.7 The terms of reference for the market research to be carried out pursuant to paragraph 13.8.6 will be agreed in advance with the LLDC (in consultation with the QRP Panel Member with special responsibility for access and inclusion) to include as a minimum:
- (A) an assessment of the need for Wheelchair Housing Units within the London Borough of Newham;
  - (B) an assessment of the take up supply of Wheelchair Housing Units within the London Borough of Newham; and
  - (C) an assessment of the take up of the Wheelchair Housing Units and Adapted Wheelchair Housing Units provided by SV pursuant to the SV Agreement.
- 13.8.8 The market research referred to in paragraph 13.8.6 will be carried out at the sole expense of SCBD subject to SCBD not being required to spend more than £10,000 (Indexed) pursuant to paragraph 13.8.6
- 13.8.9 SCBD will provide a copy of the results of the market research referred to in paragraph 13.8.6 to the LLDC and to the QRP Panel Member with special responsibility for access and inclusion.
- 13.8.10 Following the submission of the market research results pursuant to paragraph 13.8.9, SCBD will agree with the LLDC (in consultation with the QRP Panel Member with special responsibility for access and inclusion ) a fair and reasonable proportion (not being more than 10%) of the Market Housing Units and the Intermediate Units respectively to be constructed at the Development after the Games which are to be provided as Wheelchair Housing Units having regard to:
- (A) the conclusions of the market research referred to in paragraph 13.8.6; and
  - (B) the amount of Wheelchair Housing Units likely to be provided at other locations in the vicinity of the LCR Land during the course of the Development.
- 13.8.11 SCBD will provide the proportion of the Market Housing Units and Intermediate Units agreed pursuant to paragraph 13.8.10 as Wheelchair Housing Units.
- 13.8.12 Not used.
- 13.8.13 In relation to any marketing of the Wheelchair Housing Units to be provided pursuant to paragraph 13.8.11, SCBD shall have regard to any lessons learnt or experience gained from the marketing carried out in respect of the Wheelchair Housing Units constructed prior to the Games.
- 13.8.14 Prior to the first Occupation of the Residential Units SCBD will submit to the LLDC for approval a Lift Maintenance and Service Strategy for the Market Housing Units and Intermediate Units that are to be constructed as Wheelchair Housing Units and SCBD will implement the approved Lift Maintenance and Service Strategy.

### 13.9 Access Consultant

SCBD will, at its own expense, appoint and retain an Access Consultant to provide advice on the consideration and resolution of access issues in relation to the Development until the earlier of:

- 13.9.1 the date of final approval of Reserved Matters to be approved in relation to the Development or, in the case of approval on different dates, the final approval of the last of those Reserved Matters to be approved; or

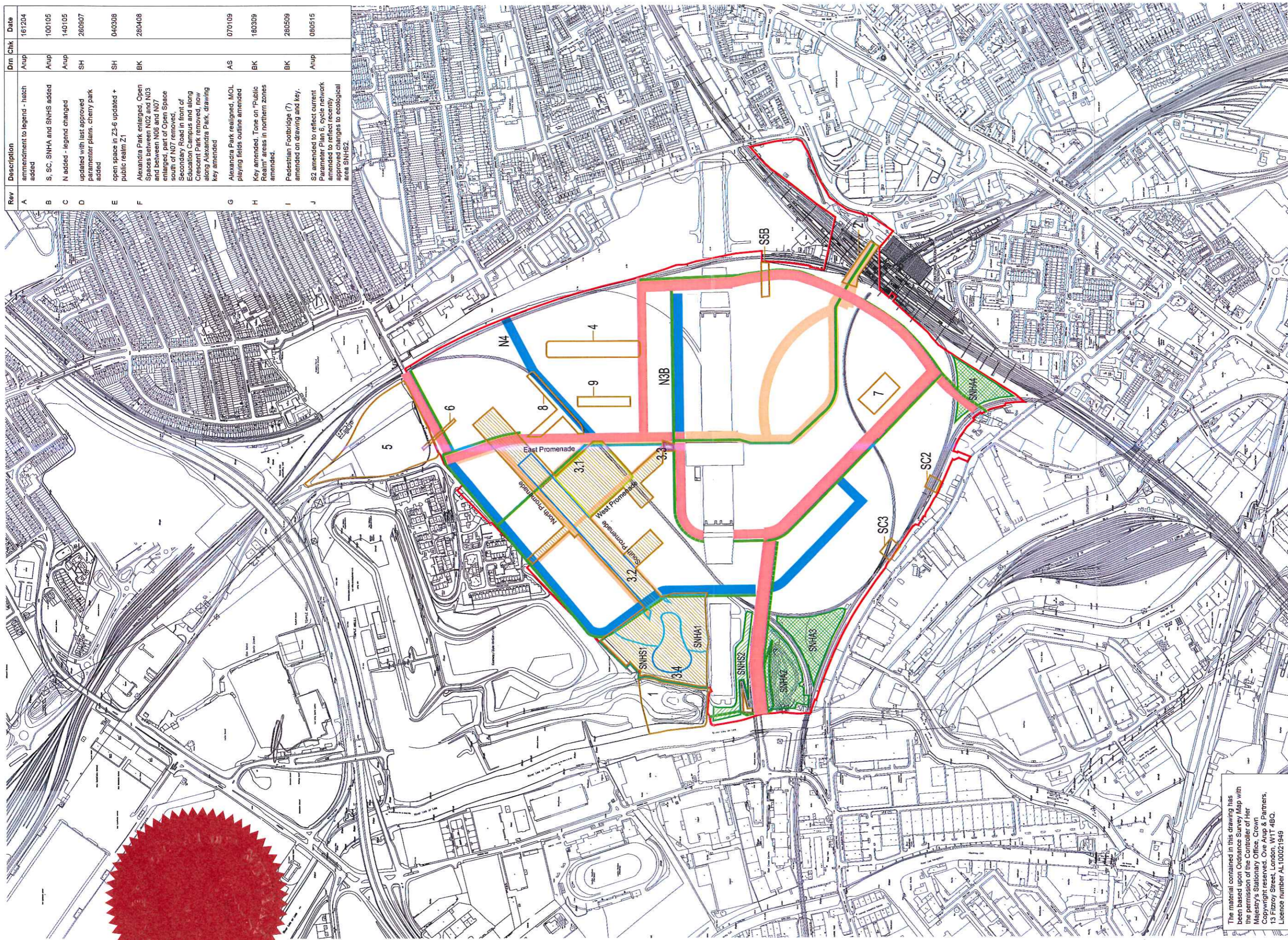


13.9.2 the deadline for the submission by SCBD of applications for approval of Reserved Matters as prescribed in Condition B6.

**Appendix 7**  
**New Part 8 Plan**



Rev	Description	Dm	Chk	Date
A	amendment to legend - hatch added	Asup		16/12/04
B	S, SC, SNHA and SNHS added	Asup		10/01/05
C	N added - legend changed	Asup		14/01/05
D	updated with last approved parameter plans - cherry park added	SH		26/09/07
E	open space in Z3-6 updated + public realm Z1	SH		04/03/08
F	Alexandra Park enlarged, Open Spaces between N02 and N03 and between N05 and N07 enlarged, part of Open Space south of N07 removed, Secondary Road in front of Education Campus and along Crescent Park removed, new along Alexandra Park, drawing key amended	BK		28/04/08
G	Alexandra Park realigned, MOL playing fields outline amended	AS		07/01/09
H	Key amended, Tone on "Public Realm" areas in northern zones amended.	BK		16/03/09
I	Pedestrian Footbridge (7) amended on drawing and key.	BK		28/05/09
J	S2 amended to reflect current Parameter Plan 5, cycle network amended to reflect recently approved changes to ecological area SNHS2.	Asup		08/05/15



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**SECTION 106  
PART 8 PLAN**

Scale bar: 1:2500 @A0  
Scale: 1:2500 @A0  
Date: 13/12/2004 (first issued)  
Dwg No. AA-39097/S-00348

- Accompanied by the following number:
- 1 Bully Point Nature Reserve
  - 2 Town Centre Link
  - 3 Cascade Parklands
  - 3.1 North Park
  - 3.2 Cascades
  - 3.3 North Sm. Squ.
  - 3.4 Ecological Park
  - + SNH1 and SNH11
  - 4 Crescent Park
  - 5 Playing Fields
  - 6 Pedestrian Footbridge
- 7 Cherry Park  
8 Alexandra Park  
9 Long Park
- Semi-Natural Strip Habitat (SNSH)  
Semi-Natural Habitat Areas (SNHA)  
Bridge Safeguard Zone  
Safeguard Corridor  
Secondary Road  
North of the Box

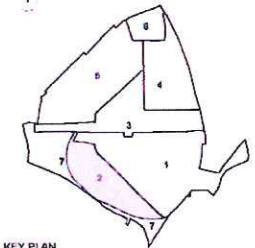


**WESTFIELD LENDLEASE  
FIRST BASE EAST THAMES LCR**

Rev: J

**Appendix 8  
New Part 8A Plan**

**PART BA PLAN.**



**KEY PLAN**

**LEGEND**

- ZONE 2 BOUNDARY
- - - 50m OFFSET
- PUBLIC OPEN SPACE (POS)
- URBAN GREEN SPACE (GS)
- ▲ L.E.A.P. (INDICATIVE LOCATION)
- M.U.G.A. (INDICATIVE LOCATION)

**NOTE:** POSITION OF POS AND GS MAY VARY DEPENDING ON THE LOCATION OF BUILDINGS AS DEFINED BY DWG TIQ-AUD-06-X-011



THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM, was heretofore affixed in the presence of

*[Signature]*

Authorized Signatory

Issue	Date	By	Chkd	Appd
C	25.11.2014	SA	ES	MS
B	07.11.2011	EA	ES	EE
A	22.07.2011	EA	EE	EE

**DESIGN TEAM:**  
RBHP - VOGT - BURO HAPPOLD

15 Filzoo Street  
London W1T 4BQ  
+44 (0)20 7 6153  
www.rhup.com

LEND LEASE

Job Title  
**THE INTERNATIONAL QUARTER**

Drawing Title  
**ZMP PLAN ZONE 2  
MINIMUM OPEN SPACE PROVISION**

Scale at A1  
1:1000 @ A0

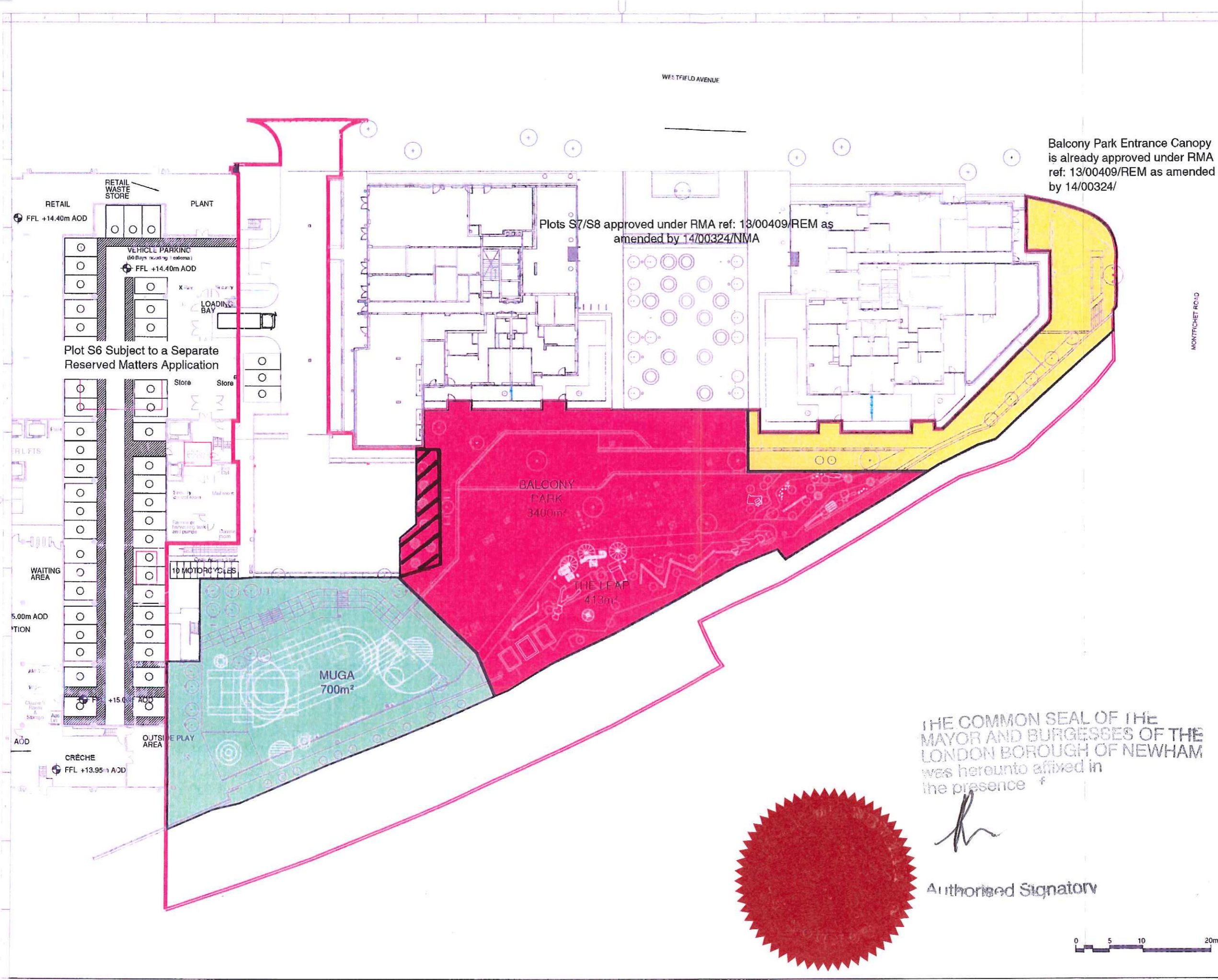
Discipline  
URBAN DESIGN

Drawing Status  
**FOR APPROVAL**

Job No	Drawing No	Issue
239652-00	TIQ-AUD-06-X-013	C



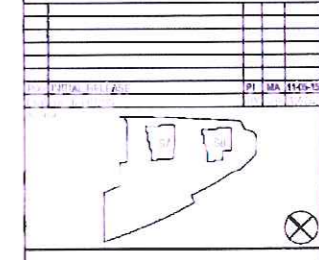
**Appendix 9**  
**Part 8B Plan**



- Notes
- STANDARD NOTES**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
  3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.
  4. THE DRAWING SHALL BE USED ONLY FOR THE SPECIFIC SERVICE INTENDED.
  5. THE DRAWING SHALL BE USED ONLY FOR THE SPECIFIC SERVICE INTENDED.
  6. THE DRAWING SHALL BE USED ONLY FOR THE SPECIFIC SERVICE INTENDED.
  7. THE DRAWING SHALL BE USED ONLY FOR THE SPECIFIC SERVICE INTENDED.
  8. THE DRAWING SHALL BE USED ONLY FOR THE SPECIFIC SERVICE INTENDED.
  9. THE DRAWING SHALL BE USED ONLY FOR THE SPECIFIC SERVICE INTENDED.
  10. THE DRAWING SHALL BE USED ONLY FOR THE SPECIFIC SERVICE INTENDED.

- LEGEND:**
- RMA APPLICATION BOUNDARY
  - PHASE 1
  - PHASE 2
  - PHASE 3

Handwritten signature in blue ink.



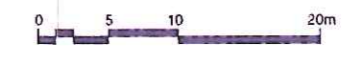
LEND LEASE	
PLOTS S7, S8 and Balcony Park	
PLANNING HANDOVER PROPOSAL ZONAL AREAS	
PLANNING	
150701	1:250 @ A1
150701-LL-PHP-002	P00

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM was hereto affixed in the presence of



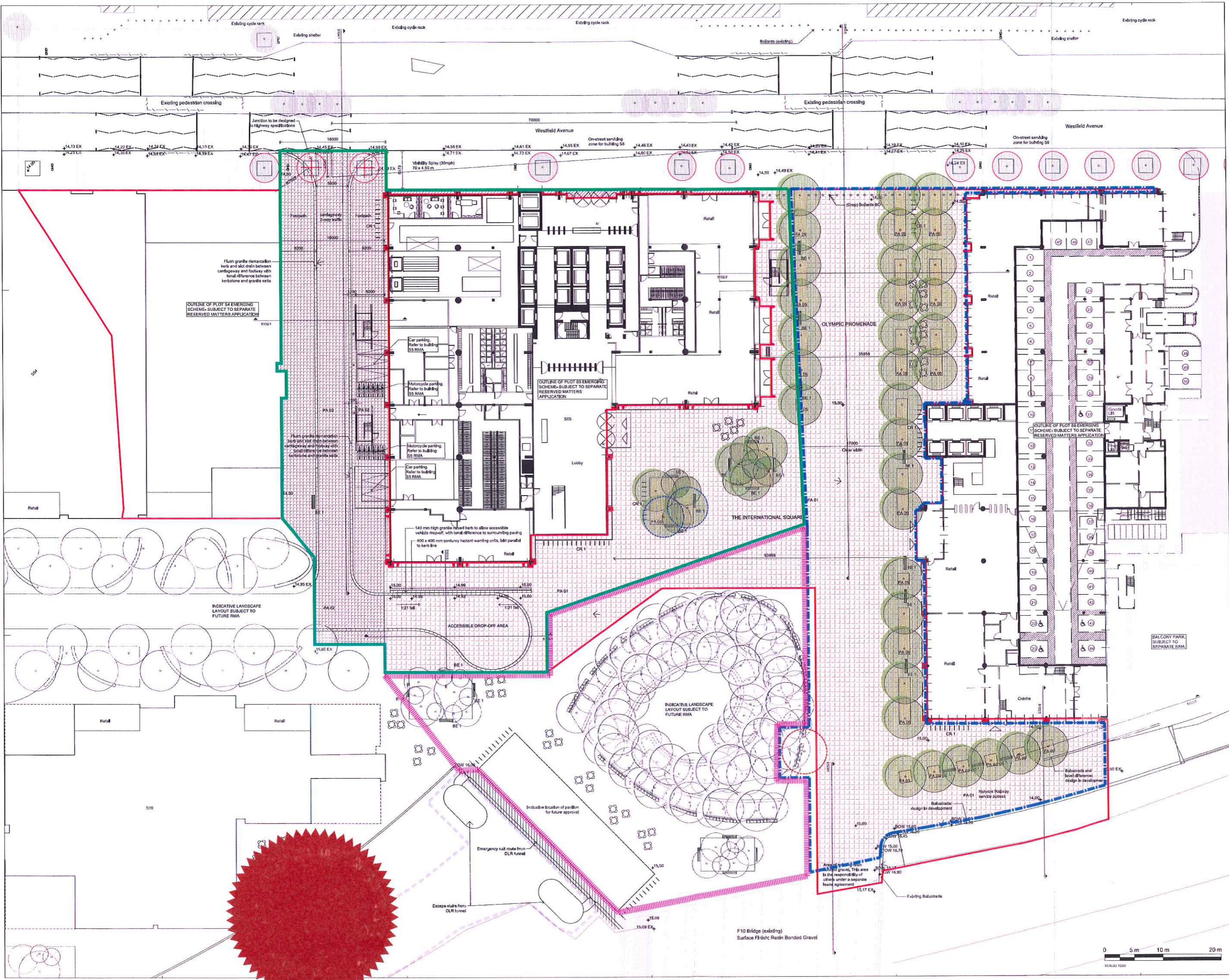
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Authorised Signatory





**Appendix 10**  
**Part 8C Plan**



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

- Planning application boundary
  - 14.50 Proposed levels
  - 14.50 EX Existing levels
  - TOW 8.00 The level at the top of wall
  - BOW 6.50 The level at the bottom of wall
- HARDSCAPE**
- PA 01 Granite flagstones
  - PA 02 Granite setts (600x600)
  - PA 05 Self-binding gravel
  - PA 06 Westfield avenue paving to match the existing
- SOFTSCAPE**
- Marker size A2
- FURNITURE LOCATION**
- BE 1 Bench, for details see design development report
  - Indicative movable furniture to be provided by caterers/restaurant operators
  - BO 01 Drop bollards, for details see design development report
  - CR 1 Cycle rack, for details see design development report
- FURNITURE TYPES ARE INDICATIVE
- PHASING**
- Phase 1
  - Phase 2
  - Phase 3

**NOTE: FOR HARD LANDSCAPE, SOFTSCAPE AND STREET FURNITURE SPECIFICATION PLEASE REFER TO DESIGN DEVELOPMENT REPORT.**

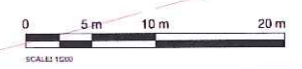
*[Handwritten signature]*

Rev	Date	By	Check	Description
01	05.05.15	BS	MS	0106 PHASING



### The International Square Phasing

Client: VLA  
 Consultant: Rogers & Partners  
 Date: 05.05.15  
 Scale: 1:500  
 Sheet No: 00  
 Revision: 00  
 Drawing No: VLA-DR-L-2079-1800



**Appendix 11**  
**QRP Terms of Reference**



## **London Legacy Development Corporation Quality Review Panel: Terms of Reference for 2014 / 2015**

**16<sup>th</sup> December 2014**

### **Introduction**

The London Legacy Development Corporation (the Legacy Corporation)<sup>1</sup> is a public sector, not-for-profit organisation responsible for the regeneration of the Mayoral development area consisting of the Queen Elizabeth Olympic Park and neighbouring areas in the London Boroughs of Newham, Hackney, Tower Hamlets and Waltham Forest as shown by the map in **Appendix A**. The Legacy Corporation is also the planning authority for the Mayoral development area.

As part of its commitment to high quality design, and in compliance with a condition of outline planning consent for the Legacy Communities Scheme, the Legacy Corporation has established a Quality Review Panel (the panel) to support the planning decision making process by providing objective, impartial, independent advice from a group of respected professionals to the planning authority (Planning Policy and Decisions Team, PPDT), to developers and to the Legacy Corporation on development proposals in the Mayoral development area.

The panel is made up of between 20 and 25 leading professionals and includes people working in the fields of architecture, landscape architecture, urban design, town planning, environmental sustainability, engineering, inclusive design, and development delivery. Panel members from other disciplines may also be included, when particular expertise is required.

### **Panel Remit**

The panel evaluates development proposals across the Mayoral development area. The panel is invited to comment on schemes in the Mayoral development area, where the Legacy Corporation is the client or landowner. It also reviews development proposals in the Mayoral development area where the Legacy Corporation is the planning authority, but not the landowner or client.

PPDT seeks independent advice from the panel at a strategic design stage to identify and consider key assumptions of development proposals. To achieve this objective the panel is invited to comment on schemes at workshops at an early pre-application stage. Also development teams working on schemes in the wider Mayoral development area are encouraged to consult the panel early in the design process. The independent advice given by the panel is likely to be most effective when given before design proposals become too fixed. Early engagement with the Quality Review

---

<sup>1</sup> The London Legacy Development Corporation is a Mayoral Development Corporation set up under the powers of the Localism Act 2011.

Panel should reduce the risk of delay at application stage, by ensuring that designs reach an acceptable standard.

At the pre-application advice stage, and when planning applications are submitted, the panel conducts more formal reviews to provide independent advice to the PPDT, as well as to those promoting development. At this stage, the panel's comments support sound planning decisions with respect to design and build quality. The panel's advice may assist the planning decision's team in negotiating design improvements and may support planning decision-making including refusal of planning permission where design quality is not of an acceptably high standard.

The panel considers significant development within the Mayoral development area. The significance of development proposals is not necessarily related to scale. Guidance on the type of schemes that may be deemed significant is given below.

Significance related to size or use, for example:

- Large buildings or groups of buildings
- Infrastructure projects such as bridges or transport hubs
- Large public realm proposals
- Masterplans, design codes or design guidance

Significance related to site, for example:

- Proposals affecting sensitive views
- Development with a major impact on their context
- Schemes involving significant public investment

Projects may also be referred to the panel by the planning authority at their discretion, for example where they require advice on:

- Building typologies, e.g. single aspect dwellings
- Sustainability and design for climate change adaptation and mitigation
- Accessibility and inclusive design
- Proposals likely to establish a precedent for future development
- Developments out of the ordinary in their context
- Schemes with significant impacts on the quality of everyday life
- Landscape/public space design

For schemes that meet the criteria above, developers are encouraged to participate in early workshops and may be required to have a formal review at the request of the planning authority.

### **Independence, confidence and probity**

The panel is project managed by external consultants to provide a service that is independent and impartial. This includes responsibility for advising on the establishment of the Quality Review Panel processes, the appointment of the panel and chair, and the administration of review meetings.

The Legacy Corporation is a public sector, not-for-profit organisation and as such the panel members and chair should abide by the seven Nolan principles of public life: selflessness, integrity, objectivity, accountability, openness, honesty and leadership. These principles are described in full at **Appendix B**.

Panel members shall keep confidential all information acquired in the course of their role on the panel, with the exemption of reports that are in the public domain.

Panel members shall not disclose any information acquired in the course of their role on the panel to further their own private interests or those of others. Please see the attached confidentiality procedure at **Appendix C**.

### **Panel membership**

The panel includes a chair and between 20 and 25 panel members. One or two vice-chairs may also be drawn from the panel members. The people appointed to the panel cover the areas of expertise listed below, including at least:

- 6 architects
- 3 urban designers / town planners
- 3 landscape architects / experts in public space
- 2 experts in M & E engineering and/or sustainable design
- 1 expert in civil and/or structural engineering
- 2 inclusive design experts
- 1 property developer

If more than 18 people are appointed to the panel, it may be possible to provide more than the minimum representation under some of the above headings.

Keeping an open mind about the professional backgrounds that would be of value to the panel, appointments may also be made outside of the list above.

It is likely that some applicants may be able to demonstrate experience in more than one category – for example architecture and urban design.

The composition of the panel will be reviewed regularly, but at least on a yearly basis to ensure that the panel contains all the required expertise and experience needed to properly discharge its functions.

### **Programme of reviews**

Meetings are provisionally booked twice a month. These may be used for either workshop or formal reviews as appropriate to the projects reviewed.

Additional meetings may be needed to meet key dates for specific projects, especially where workshop review meetings are required.

Panel members will be scheduled to attend 6 – 8 meetings a year. Ideally, a whole day should be held in diaries for each meeting, to allow flexibility to arrange site visits, or review more than one scheme. Confirmation of timings will be made once agendas have been fixed.

Typically, 4 - 6 panel members will be scheduled to attend each review. Additional panel members may be invited to attend if particular expertise is required in relation to a scheme on the agenda for the review meeting.

From time to time, it may also be of benefit for specialist advice to be provided outside the Quality Review Panel membership, for example an expert on biodiversity. In such cases a professional with the required expertise may be invited to attend a review meeting, participating in the discussion with the status of an advisor to the panel.

Proposed meeting dates in 2014/2015:

2014	20 November
	4 December
	18 December
2015	15 January
	29 January
	5 February
	19 February
	12 March
	26 March
	16 April
	30 April
	14 May
	21 May
	11 June
	25 June
	2 July
	16 July
	13 August
	3 September
	17 September
	8 October
	15 October

### **Relationship to other design review panels**

The Legacy Corporation has established the Quality Review Panel to:

1. support its work as landowner and developer,
2. support its statutory objective to regenerate the Mayoral development area, and
3. support its function as planning authority for the Mayoral development area.

The panel will provide independent advice on development proposals, and as reviews progress to develop a shared knowledge of the issues specific to this diverse area of London.

Ideally duplication of reviews should be avoided; so where the Quality Review Panel comments on a scheme, the Legacy Corporation would not normally also refer that scheme to Design Council CABE (Commission for Architecture and the Built Environment) or local design review panels. However other panels might see schemes at different stages of the design process. The Legacy Corporation will work with CABE and local authorities in the Mayoral development area to make clear arrangements about when schemes should be referred.

In the event that a scheme is presented to the Legacy Corporation panel, previously reviewed by another panel, these earlier comments will form part of the briefing.

## **Freedom of Information**

As a public authority, the Legacy Corporation is subject to the Freedom of Information Act 2000 (the Act). All request made to the Legacy Corporation for information with regard to the Quality Review Panel will be handled according to the provisions of the Act.

Legal advice may be required on a case by case basis to establish whether any exemptions apply under the Act.

## **Conflicts of interest**

The Legacy Corporation Quality Review Panel is intended to provide a constructive pre-application forum for developers and their design teams seeking design guidance at an early stage of development proposals. In order to ensure the panel's independence and professionalism, it is essential that panel members avoid any actual or perceived conflicts of interest that may arise in relation to schemes that come before them during the reviews. Minimising the potential for conflicts of interests will be important to the impartiality of the panel, and to avoid the need to ask panel members to step down from review meetings.

When panel members join the Quality Review Panel they are asked to complete a register of interest form, and ensure this is kept updated. The declaration of interest will contain information on any actual or potential conflicts of interest whether financial or otherwise, either directly or indirectly (i.e. as a result of a panel member's relationship or connection to a third party). The panel member should also register circumstances in which such a conflict may be perceived to exist by a reasonable member of the general public.

Panel members ensure that any possible conflict of interest is identified at an early stage and that appropriate action is taken to resolve them.

In addition, meeting agendas sent out in advance of reviews will include sufficient project information to allow any potential conflicts of interest to be declared.

In cases where there is a conflict, a panel member may be asked to step down from a review. In other cases, a declaration of interest may be sufficient. If in doubt, panel members should contact the Legacy Corporation to discuss this.

The process for managing conflicts of interest is described at **Appendix D**.



## **Press and media**

If panel members are approached by the media with any enquiries relating to the Legacy Corporation Quality Review Panel, they should refer them to the Legacy Corporation communications team.

The Chair of the Quality Review Panel may respond to media enquiries:

- to describe the role of the QRP
- to confirm that the QRP has been asked to comment on a particular scheme
- for pre-application schemes, no details of the project or the panels view should be given
- for planning application schemes, the panel's public comments can be reiterated

## **Site visits**

Where access can be arranged, a site visit will take place prior to each review. As a minimum the chair and project manager should attend, and if possible all panel members who will participate in the review.

## **Workshop Reviews**

The Quality Review Panel will provide early, informal comments on development proposals at workshop reviews, for projects up to and including Royal Institute of British Architects (RIBA) Stage 2 (concept design). The chair and the panel project manager will convene the panel as appropriate. The invited panel members are encouraged to feel a sense of ownership of the work they are looking at.

The intention is to keep these workshops small to ensure a hands-on approach, by panel members with relevant expertise. Typically, between 2 and 4 panel members plus the chair or vice-chair will attend these meetings.

The attendance of the planning authority and other stakeholders will be agreed with the Legacy Corporation on a case by case basis for workshop reviews. PPDT will be invited to these reviews, but other stakeholders will not normally attend; however their views will be sought in advance by the project manager, who will brief the panel accordingly.

Development strategies or proposals will be presented by a member of the design team, normally the architect following a brief introduction by the client. Fully worked up presentation drawings etc will not be required for workshops, where schemes that are very much 'work in progress' will be considered. A flexible approach to presentation methods will allow for pin up of drawings/discussions around a table / PowerPoint presentations as appropriate to the scheme.

Workshop reviews may also be used to consider returning schemes, which have already received comments at a formal review, for example in the case of planning submissions. In these cases, the smaller format of a workshop may be the best way to assess amendments since the previous review.

A typical workshop review could run for 90 minutes, i.e. a 40 minute presentation, a 40 minute discussion and 10 minutes of summing up by the Chair.

## **Formal Reviews**

Formal reviews will take place for schemes from RIBA Stage 2 (concept design) onwards, providing advice to the client, and whether at pre-application or application stage, to the planning authority. The format of these reviews will be tailored to the projects to be considered, and take place at specific milestones in the progress of a project. Typically, between 4 and 6 panel members plus the chair or vice-chair will attend these meetings. It is also expected that relevant borough representatives would be invited to attend, and share their views on schemes reviewed.

PPDT, and appropriate stakeholders/organisations, i.e. boroughs, Lee Valley Regional Park Authority, etc. to be invited to attend these reviews, and asked to give their views after the scheme has been presented, and before the panel discussion. If they are unable to attend, the project manager will contact them in advance, and brief the panel accordingly.

Formal reviews will usually take place at a stage when a client and design team have decided their preferred option for development of a site, have sufficient drawings, models, etc. for a detailed discussion. There will often be a second pre-application review, to allow discussion of more detailed design matters, prior to planning submission. The scheme will be presented by a member of the design team, normally the lead architect, following a brief introduction by the client. Presentations may be made with drawings or PowerPoint presentations as appropriate.

Time allocated for formal reviews will depend on the scale of project. For a single building, a typical formal review may last for 60 minutes, i.e. a 25 minutes presentation, a 25 minute discussion and 10 minutes summing up by the chair.

For projects including more than one building a review may last for 90 minutes, i.e. 30 minutes for presentation, 10 minutes for questions and answers, a 40 minute discussion and 10 minutes summing up.

Alternatively, large projects may be split into smaller elements for the purposes of review, to ensure each element receives a fair share of discussion time.

## **Agendas**

Agendas will be issued to panel members in advance of each review.

For workshop reviews, this will be a brief document providing details of the schemes considered, client organisation and consultant team.

A full agenda will be issued in advance of formal reviews, providing details of the schemes considered, client organisation and consultant team. A scheme description provided by the designers will set out factual information about the project. Key drawings will also be provided to help give panel members a sense of the scope and nature of the project in advance of the review.

## **Panel reports**

During the Quality Review Panel meeting the project manager will take notes of the discussion, as the basis of panel reports.

For workshop meetings, the report will be distributed within 5 working days. Generally these reports will take the form of brief bullet point notes, which will be checked by the chair before they are issued.

Formal review meetings will have more detailed reports, and these will be written up, checked by the chair, and issued within 10 working days.

At pre-application stage panel reports will provide clear, independent advice on ways in which the quality of development proposals could be improved. This may assist the Legacy Corporation's Planning Policy and Decisions Team in negotiating design improvements.

Once planning applications are submitted, the report may provide guidance to the Legacy Corporation Policy and Planning Decisions Team in reviewing the planning application.

This may include suggesting planning conditions and also suggesting the refusal of planning permission if the design quality is not of an acceptably high standard.

As set out at Appendix C point 5, panel reports are only made public at the planning application stage.

## **Quality Review Panel Charges**

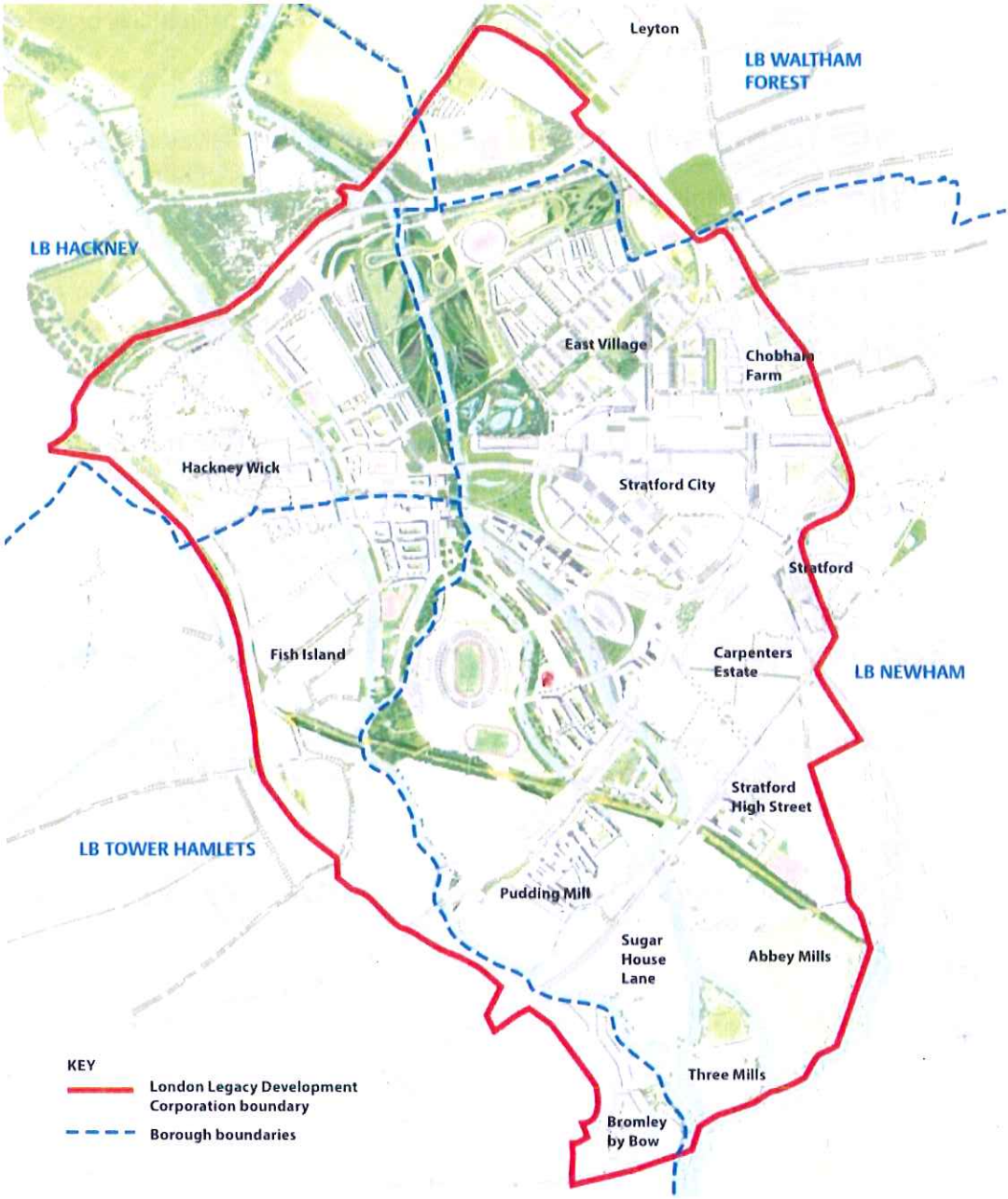
The charges for Quality Review Panel meetings are benchmarked against comparable panels providing design review services in London such as Design Council CABE and the Newham Design Review Panel.

Charges are reviewed every two years, and are as follows from 1 December 2014 to 1 December 2016:

£3,500 + VAT	1 <sup>st</sup> pre-application formal review
£2,550 + VAT	2 <sup>nd</sup> pre-application formal review
£2,550 + VAT	Workshop review
£1,350 + VAT	Planning application review

Appendix A

Map of the London Legacy Development Corporation Area



## Appendix B

### The Seven Principles of Public Life – Nolan Principles

**Selflessness:** holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

**Integrity:** holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

**Objectivity:** in carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit

**Accountability:** holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

**Openness:** holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

**Honesty:** holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

**Leadership:** holders of public office should promote and support these principles by leadership and example.

## Appendix C

### Procedure regarding confidentiality

The Legacy Corporation Quality Review Panel provides a constructive and reliable forum for developers and their design teams to seek guidance at an early stage, where the panel's advice can have the most impact. It is therefore significant that appropriate levels of confidentiality are maintained. The following procedure shall apply.

1. Panel meetings are only to be attended by the panel members, Legacy Corporation officers, and officers from stakeholder organisations involved in the project e.g. local authorities, as well as the developer and their design team. If any additional individual is to be in attendance, it should be approved by the panel chair and the Quality Review Panel project manager.
2. Panel members shall keep confidential all information provided to them as part of their role on the panel and shall not use that information for their own benefit, nor disclose it to any third party (with the exception of reports that are in the public domain – see points 6 and 7).
3. The panel's advice is provided in the form of a report written by the Quality Review Panel project manager, containing key points arrived at in discussion by the panel. If any developer, architect, or agent approaches a panel member for advice on a scheme subject to review (before, during or after), then they should decline to comment and refer the inquiry to the panel project manager. This should not limit panel members from professionally working on projects within the area. However if such a scheme comes up for review, that panel member should not be involved and **must** declare a conflict of interest.
4. Following the meeting, the Quality Review Panel project manager write a draft report, circulates it to the chair for comments and then make any amendments. The Quality Review Panel project manager will then distribute it to all relevant stakeholders. Until that time, the report is confidential.
5. If the proposal is at the pre-application stage, then the report is not made public and is only shared with the Legacy Corporation, the developer and design team, and any other stakeholder bodies, which the Legacy Corporation has involved in the project.
6. If the proposal is reviewed at the application stage or once a reviewed scheme is submitted as a planning application, the report becomes a public document and is kept within the proposal's case file and published on the Legacy Corporation's website . However, only the final report is made public. Any other information from the panel meeting that is not expressed in this report remains confidential.
7. If a panel member wishes to share a final report with a third party, they must seek approval from the Quality Review Panel project manager, who will confirm whether or not the report is public.

## Appendix D

### Procedure regarding conflicts of interest

To ensure the integrity and impartiality of advice given by the Quality Review Panel, potential conflicts of interest will be checked before each review meeting. The following process will apply:

1. All panel members will be required to declare any conflicts of interests, and these will be formally recorded at each meeting.
2. Panel members are notified of the schemes coming before the panel at least a week prior. It is expected that at this time, panel members should declare any possible interest in a project to the Quality Review Panel project manager.
3. The Quality Review Panel project manager, in collaboration with the panel chair and Legacy Corporation staff will determine if the conflict of interest is of a personal or prejudicial nature. If there is any doubt whether a personal or prejudicial conflict of interest is present, they will take legal advice before allowing the panel member to act despite the interest.
4. A panel member may have a a prejudicial interest in a proposal if s/he has: a financial, commercial or professional interest in a project that will be reviewed, its client and/or its site; a financial, commercial or professional interest in a project, its client and/or a site that is adjacent to the project that will be reviewed or upon which the project being reviewed will have a material impact; a personal relationship with an individual or group involved in the project, or a related project, where that relationship prevents the panel member from being objective.
5. If it is deemed that a conflict of interest is of a prejudicial nature, the panel member should not participate in reviews for the proposal. S/he should also not take part in private discussions of the project and should not be in the room during the discussion of the project.
6. If it is deemed that a conflict of interest is personal, but not prejudicial, the panel member may be allowed to participate in the review. In this situation, the interest will be noted at the beginning of the review, discussed with the presenting design teams and formally recorded in the review report.
7. If a panel member is approached to become involved in sites that have been presented to the Quality Review Panel which they sat on, they should not do so for a period of at least one year after the Legacy Corporation has determined the scheme.

## **Appendix E**

### **Relevant web sites and publications**

#### **Web sites**

London Legacy Development Corporation

[www.queenelizabetholympicpark.co.uk](http://www.queenelizabetholympicpark.co.uk)

#### **Publications**

London 2012 Sustainable Design (Wiley, 2012)

Design Review: Principles and Practice (Design Council CABI, 2013)

Guidance on tall buildings (CABI/EH, 2007)

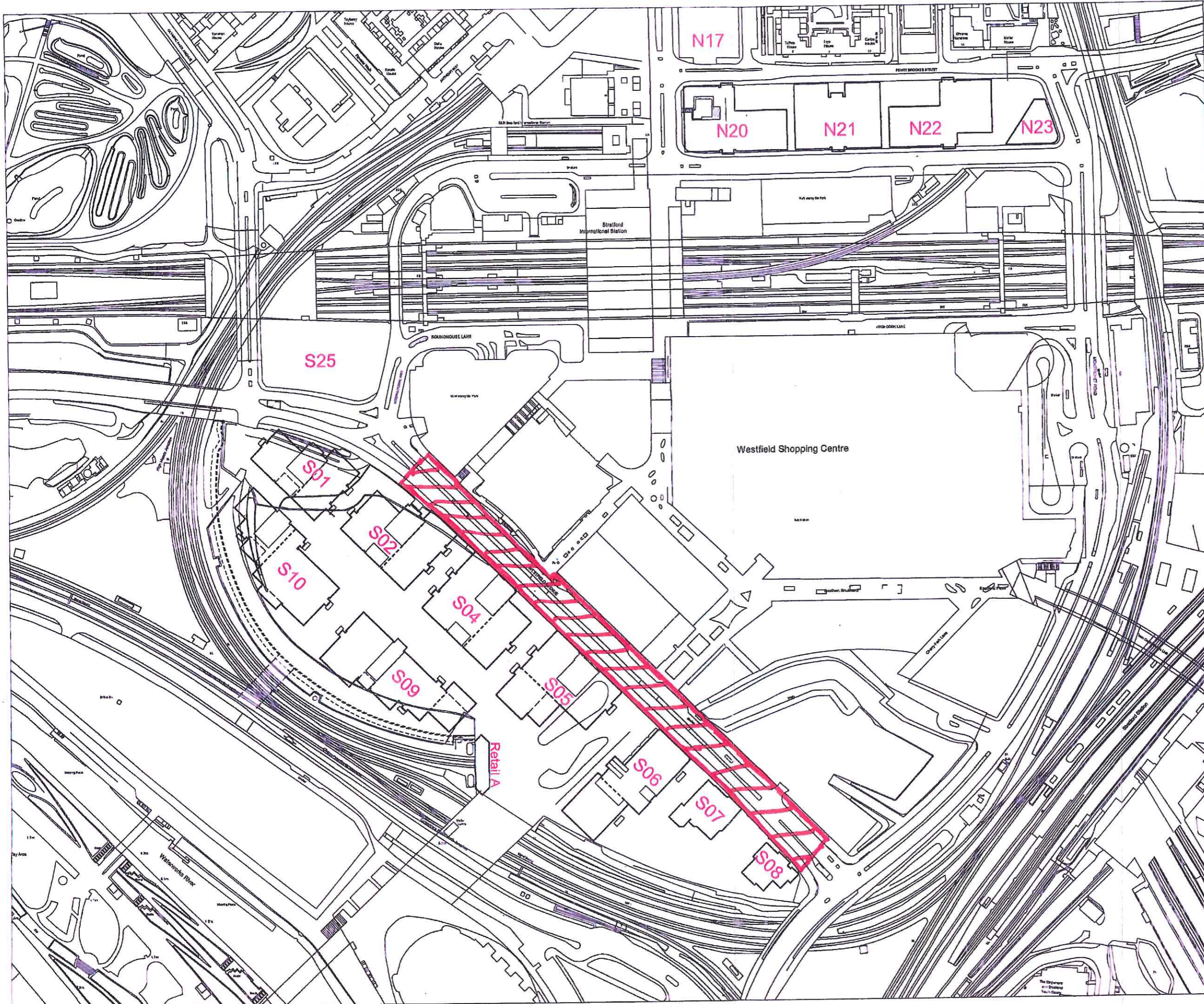
Building in context (CABI/EH, 2002)





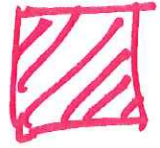
**Appendix 12**  
**TIQ Plan**



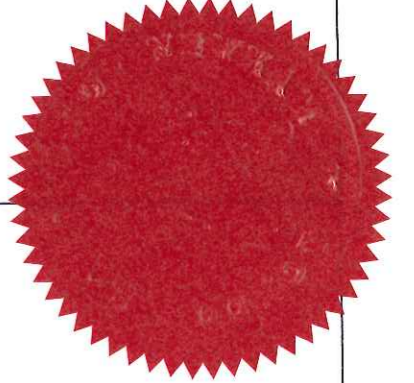


Revision	Date	Description
----------	------	-------------

**KEY**



**WESTFIELD AVENUE**



THE COMMON SEAL OF THE MAYOR AND COUNCIL OF THE LONDON BOROUGH OF NEWHAM was hereunto affixed in the presence

*h*

Authorized Signatory

For Comment

Drawn by	Checked by	Authorised by
----------	------------	---------------

Do not scale from drawing. The author of this drawing takes no responsibility for any dimensions obtained by measuring or scaling from this drawing and is the responsibility of the recipient to ascertain the dimension specifically from the author or by measurement. The sizing of all structural and service elements must always be checked against the relevant engineer's drawings. No reliance should be placed upon scaling information shown on this drawing.

Key Plan

*Authorised Signature*

Project  
TIQ Stratford - Masterplan  
J10380

Contact  
Rogers Sirk Harbour + Partners

Thames Wharf  
Ratcliffe Road  
London  
W8 9HA

tel: 020 7385 1235  
fax: 020 7315 8400  
email: j10380@rsh-p.com  
www.rsh-p.com

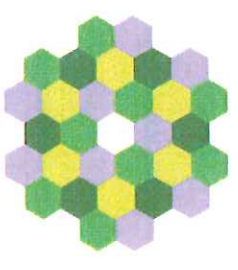
© copyright Rogers Sirk Harbour + Partners, all rights reserved 2014  
Drawing Title  
Master Plan Plots

Scale @ A3	Drawing Number	
1:2500	RSHP-A-J10380-SK-0063	
Drawing Date	Revision Date	Revision
05-05-2015		00

**Appendix 13**  
**Bus Layover Area**

Land Registry  
Official copy of  
title plan

Title number **EGL576790**  
Ordnance Survey map reference **TQ3884NW**  
Scale **1:1250**  
Administrative area **Newham**



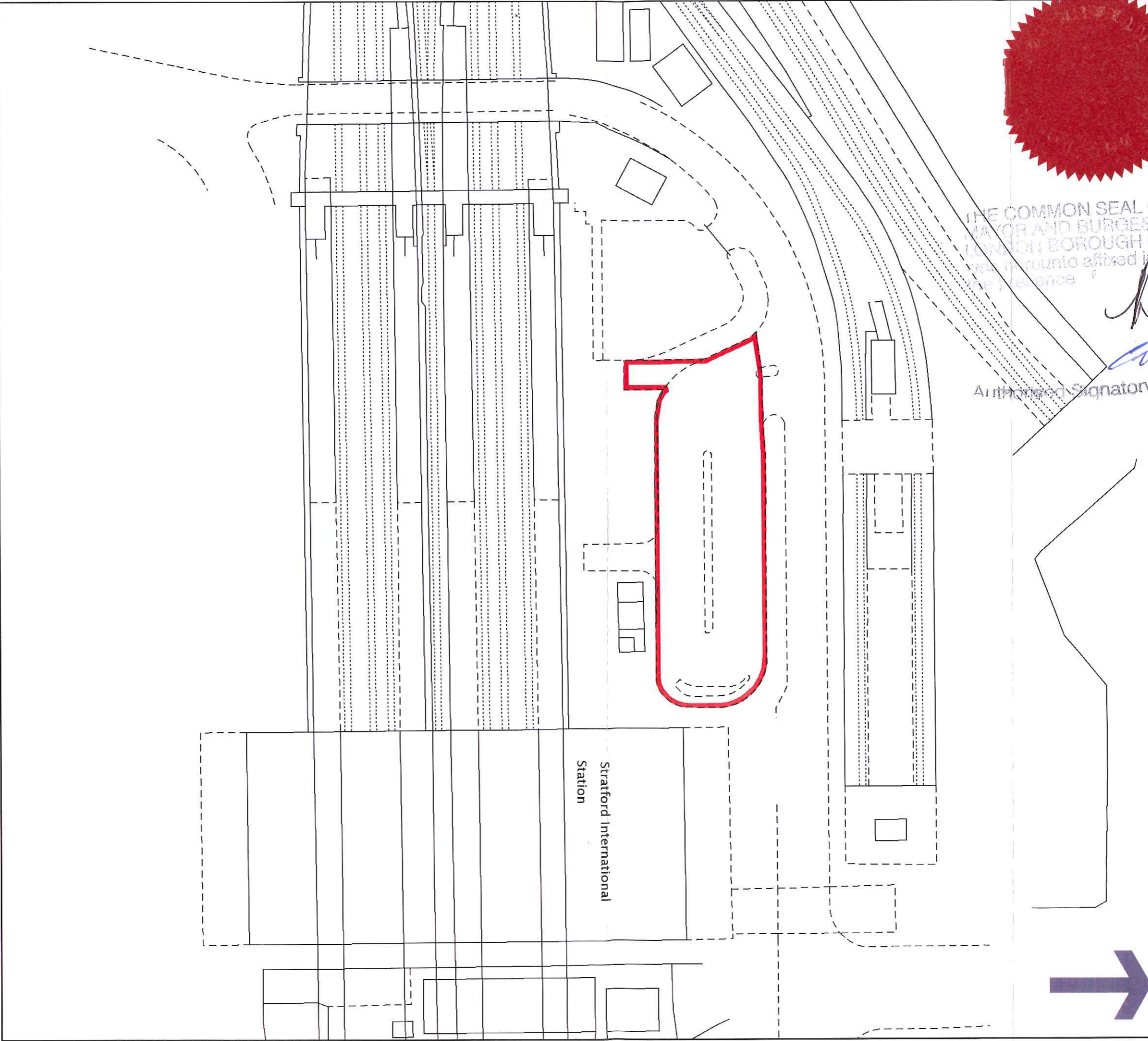
©Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

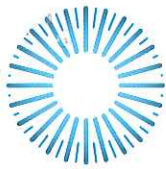


THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF NEWHAM  
has hereunto affixed in  
the presence of

*[Handwritten signature]*  
*[Handwritten signature]*

Authorized Signatory





HERBERT  
SMITH  
FREEHILLS

The London Legacy and Development Corporation  
Level 10  
1 Stratford Place  
Montfitchet Road  
London E20 1EJ

and

The London Borough of Newham  
London Dockside  
1000 Dockside Road  
London E16 2QU

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DX28  
E david.evans@hsf.com  
www.herbertsmithfreehills.com

Our ref  
2682/12483/30907498

Your ref

Date

18 September 2015

Dear Sirs

### **Modification of Section 106 Agreement at Stratford – London & Continental Railways Limited**

We act for London & Continental Railways Limited ("**LCR**").

We acknowledge that the London Legacy Development Corporation and the Mayor and Burgesses of the London Borough of Newham (the "**Addressees**") are relying on what we say in this letter in entering into the proposed modification to the agreement dated 30 March 2012 made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) and all other powers between (1) the Olympic Delivery Authority (2) the Mayor and Burgesses of the London Borough of Newham (3) the Secretary of State for Transport (4) London & Continental Railways Limited (5) Transport for London (6) HS1 Limited and (7) Stratford City Business District Limited relating to land known as Zones 2-7: LCR and HS1 Land, Stratford City (the "**S.106 Agreement**").

LCR is the registered proprietor of part of the land coloured dark green on the plan annexed hereto and labelled Plan 1 (defined in the S.106 Agreement as "**LCR Land**").

We certify (which is correct on today's date) that LCR's interest in the LCR Land consists of a freehold estate registered with Title Number EGL576790. We annex official copies of this Title for your reference.

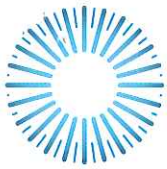
No financial charge is registered against Title Number EGL576790.

### **Leasehold interest affecting Title Number EGL576790**

A lease has been granted out of LCR's freehold interest registered under Title Number EGL576790. The lease is dated 1 August 2013 and was made between (1) LCR and (2) Transport for London for a term of 99 years from and including 1 August 2013. This leasehold interest is

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registered under Title Number TGL383630 and we annex official copies of this Title for your reference.

No financial charge is registered against Title Number TGL383630 and, as far as we are aware, no leasehold interests have been granted out of Title Number TGL383630.

**In General**

We do not comment on any interests in LCR Land other than the interest referred to above.

We do not comment on any interests which burden LCR Land for the benefit of Utility Undertakers (as defined in the S.106 Agreement). In particular we do not comment on the co-operation agreements which LCR has entered into with the Olympic Delivery Authority pursuant to which LCR agrees to grant easements and leases to Utility Providers.

We do not comment in this letter on any encumbrances affecting LCR Land other than the leasehold interest referred to above. In particular we do not comment on covenants or easements which affect LCR Land.

This letter is addressed to and is for the benefit solely of the Addressees in connection with the S.106 Agreement. Accordingly it cannot be used or relied upon by any other person other than the Addressees or for any other purpose and no responsibility, duty of care or liability whatsoever (whether in contract or tort or otherwise including, but not limited to, negligence) is or will be accepted by us or any of our members, employees or consultants to any other party.

This letter has been produced by Herbert Smith Freehills LLP. No individual owes or shall owe any duty of care to you, or for or in relation to this report and you agree not to bring a claim against the individual in respect of this letter.

Yours faithfully

*Herbert Smith Freehills LLP*

**Herbert Smith Freehills LLP**



**notes**

Fletcher Priest Architects is a Limited Liability Partnership registered in England and Wales (00336568) at the below address. = this drawing is to be read in conjunction with the design risk assessment prepared by fpa. = this drawing is to be read in conjunction with other drawings and specification produced by fpa and other members of the design team. = all dimensions are in millimeters unless otherwise stated. = do not scale this drawing. = any discrepancies in dimensions are to be reported to the architect. = all information subject to detail site survey.

**revision history**  
date drawn/checked description

00	110629	PH/JK	drawing created
01	110908	PH/JK	SoS Land added
02	120227	PH/JK	ISSUED for Information
03	120312	PH/JK	Issued for Information

**Based on drawings;**

	Revisi
<b>Athletes Village Layout;</b> FPA-XXXXX-SW-20-RF-ZMP-101	L
<b>Legacy Masterplan Framework - Context;</b> FPA-XXXXX-SW-20-RF-ZMP-101	L
<b>Athletes Village Plot Boundaries</b> FPA-XXXXX-SW-20-GRD-CP-003	S
<b>Stratford City Development Zones;</b> S-98-044 (development zones parameter plan)	B
<b>N12/MOL Demise extents;</b> 800.6_DP_009_N12 & Playing Field Demise Plan	00

**LCR Stratford City Stage 2: LCR Ownership**  
014-DCG-1D000-01320-AA  
(received 16.04.2010)

**Land Transfer from LDA to ODA**  
ARP-B0824-SK-92-GRD-053 (1B)  
(PDF, 19.04.2010) 4

**Notes:**

1. Drawing in meters.
2. Coordinates and grid to London Olympic Grid.
3. Coordinates given with three decimals.  
For more exact coordinates refer to dwg file.

## SVDP/LCR ILLUSTRATIVE LAND OWNERSHIP

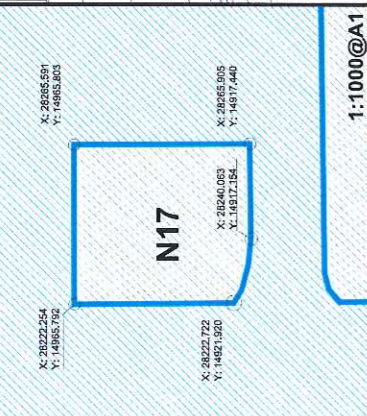
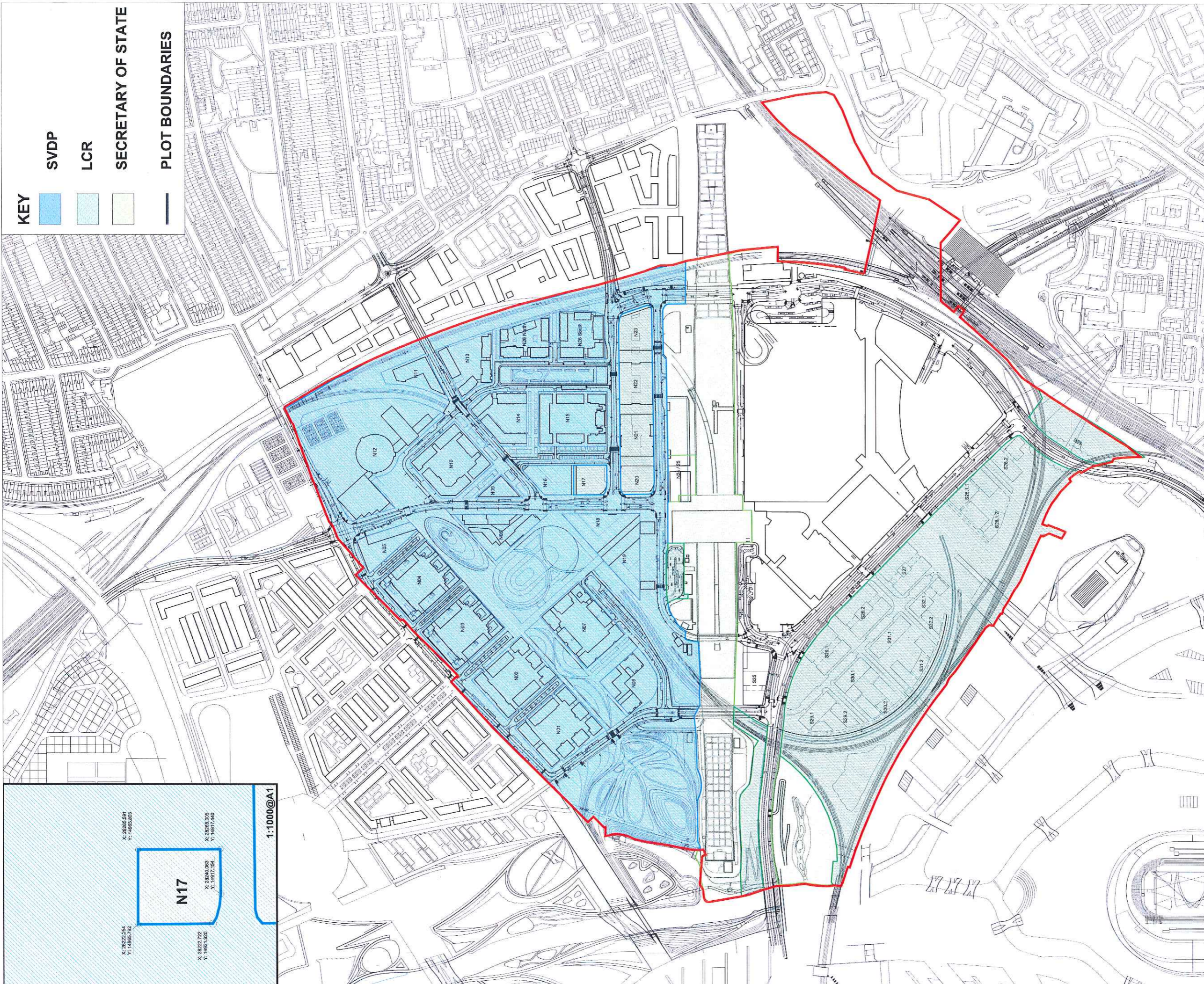
drawing number 1033\_20100413\_11 revision 03

scale 1:2500 @A1

date / drawn by / checked by  
27.06.2011 PH/JK

**fletcher priest architects**  
london + köln + riga

middlesex house  
34/42 cleveland st  
london W1T 4JE  
t +44 (0)20 7034 2200  
f +44 (0)20 7437 5347  
www.fletcherpriest.com





N A B A R R O

**The London Legacy and Development Corporation**

Level 10  
1 Stratford Place  
Montfitchet Road  
London  
E20 1EJ

and

**The London Borough of Newham**

London Dockside  
1000 Dockside Road  
London  
E16 2QU

Date: 18 September 2015

Our ref: PD/TWS/S4444/00027

Your ref:

Dear Sirs

**Land at Stratford - Stratford City Business District Limited ("SCBD")**

We act for SCBD, SCBD Trustee No. 1 Limited and SCBD Trustee No. 2 Limited in their capacity as Trustees of the SCBD S5 Trust, SCBD Trustee No. 1 Limited and SCBD Trustee No. 2 Limited in their capacity as Trustees of the SCBD S6 Trust, and SCBD Residential Ltd.

We acknowledge that the London Legacy Development Corporation and the Mayor and Burgesses of The London Borough of Newham (the "**Addressees**") are relying on what we say in this letter in entering into the proposed modification to the agreement dated 30 March 2012 made pursuant to section 106 of The Town and Country Planning Act 1990 (as amended) and all other powers between (1) the Olympic Delivery Authority (2) the Mayor and Burgesses of The London Borough of Newham (3) the Secretary of State for Transport (4) London & Continental Railways (5) Transport for London (6) HS1 Limited and (7) SCBD relating to land known as Zones 2-7: LCR and HS1 Land, Stratford City (the "**S106 Agreement**").

SCBD is the registered proprietor of the land shown edged red on the plan annexed hereto and labelled Plan 1 excluding the parts edged green ("**SCBD's Land**"). The majority of the LCR Land (as defined in the S106 Agreement) now forms part of the SCBD Land, the exclusion being the land coloured red on the plan annexed hereto and labelled Plan 2 (in respect of which Herbert Smith Freehills LLP will be producing a similar letter). It has been agreed with Pinsent Masons LLP that the London Legacy Development Corporation, the Olympic Delivery Authority and the Westfield Nominee companies do not need to be party to the proposed modification agreement as they hold limited property interests in LCR Land.

SCBD's Land is registered at the Land Registry under freehold title number TGL377871 and leasehold title number EGL557861. Part of SCBD's Land is charged to London & Continental Railways Limited.



N A B A R O

**Leasehold interests affecting Title Number: TGL377871**

The following leasehold interests are granted out of SCBD's Land:

1. A lease of part of the Docklands Light Railway extension to Stratford International Station dated 1 October 2014 and made between (1) SCBD and (2) Docklands Light Railway Limited;
2. A lease of Plot S5, the International Quarter South, Stratford City, London E20 dated 19 January 2015 and made between (1) SCBD and (2) SCBD Trustee No.1 Limited and SCBD Trustee No.2 Limited in their capacity as Trustees of the SCBD S5 Trust;
3. A lease of Plot S6, The International Quarter South, Stratford City, London E20 dated 19 January 2015 and made between (1) SCBD and (2) SCBD Trustee No.1 Limited and SCBD Trustee No.2 Limited in their capacity as Trustees of the SCBD S6 Trust;
4. A lease relating to Plots S7 and S8, The International Quarter South, Stratford City, London E20 dated 26 September 2014 and made between (1) SCBD and (2) SCBD Residential Ltd;
5. A lease relating to the structure around part of the Docklands Light Railway extension to Stratford International Station known as the Woolwich Line Enclosure, dated 1 October 2014 and made between (1) SCBD and (2) Olympic Delivery Authority;
6. A lease relating to land and airspace known as Bridge 20 lying to the south west of Temple Mill Lane dated 16 July 2008 and made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited;
7. A lease relating to part of Bridge F10 (railway section) at Stratford City, dated 18 June 2014 and made between (1) SCBD and (2) London Legacy Development Corporation;
8. A lease relating to part of Bridge F10 (to the northeast and southwest of the railway section), at Stratford City, dated 18 June 2014 and made between (1) SCBD and (2) London Legacy Development Corporation; and
9. A lease of Plot N17 at The International Quarter, Stratford City, London E20 dated 13 June 2014 and made between (1) SCBD and (2) Starboard Atlantic Hotels LLP (now known as The Penny Brook Hotel LLP).

**On-going matters**

SCBD has recently concluded a conditional agreement for lease with the Financial Conduct Authority relating to Plot S5, The International Quarter, Stratford.

SCBD has recently concluded a conditional agreement for lease with London Underground Limited relating to Plot S6, The International Quarter, Stratford.

We do not comment in this letter on any encumbrances affecting SCBD's Land other than leasehold interests and the matters set out above. In particular, we do not comment on covenants or easements which affect SCBD's Land.

**General**

This letter is addressed to and is for the benefit solely of the Addressees in connection with the Section 106 Agreement. Accordingly it cannot be used or relied upon by any other person other than the Addressees or for any other purpose and no responsibility, duty of care or liability whatsoever (whether



N A B A R R O

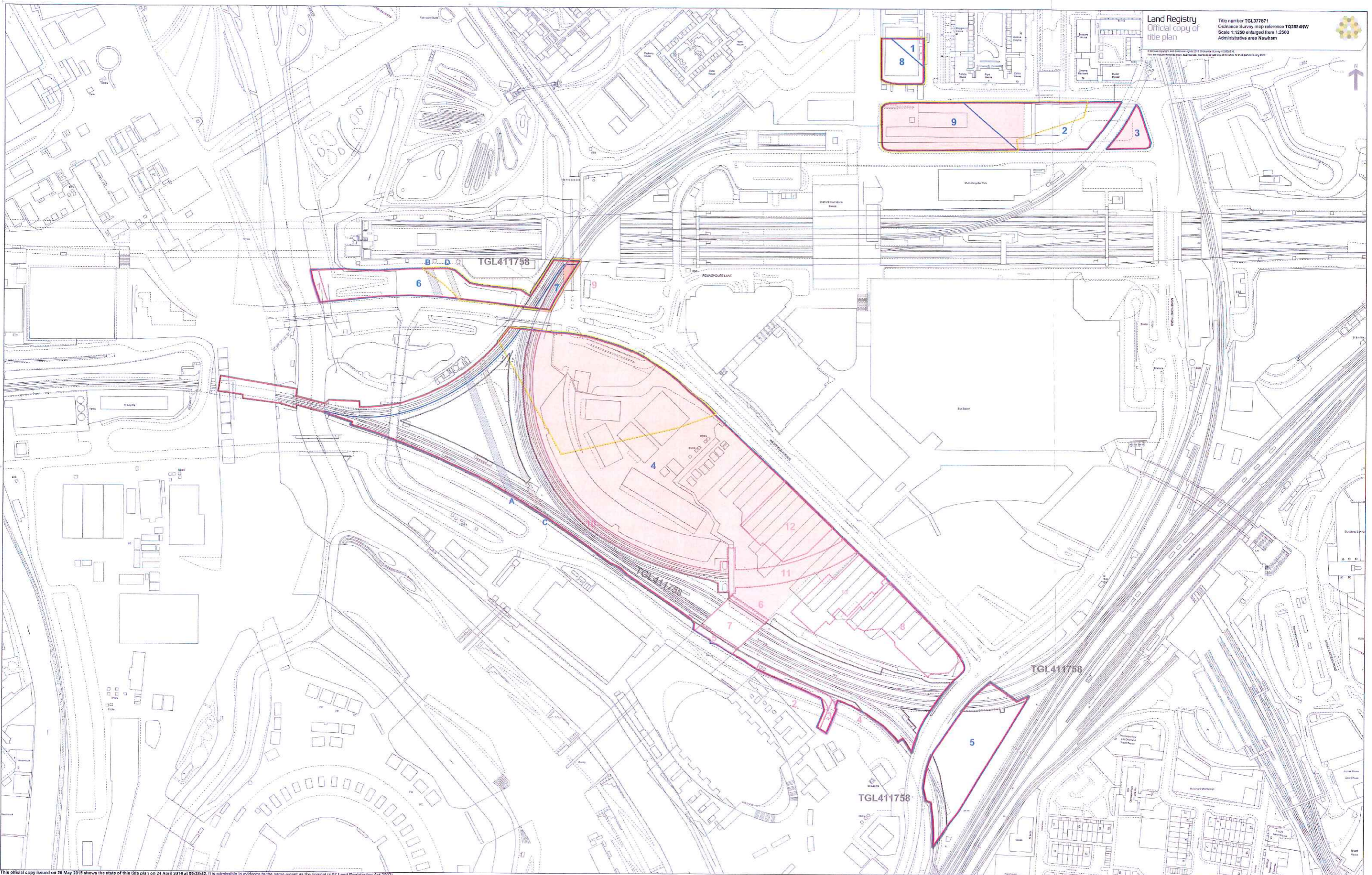
in contract or taught or otherwise including, but not limited to, negligence) is or will be accepted by us or any of our members, employees or consultants to any other parties.

This letter has been produced by Nabarro LLP. No individual owes or shall owe any duty of care to you, or for or in relation to this letter and you agree not to bring a claim against the individual in respect of this letter.

Yours faithfully

**NABARRO LLP**

PLAN 1

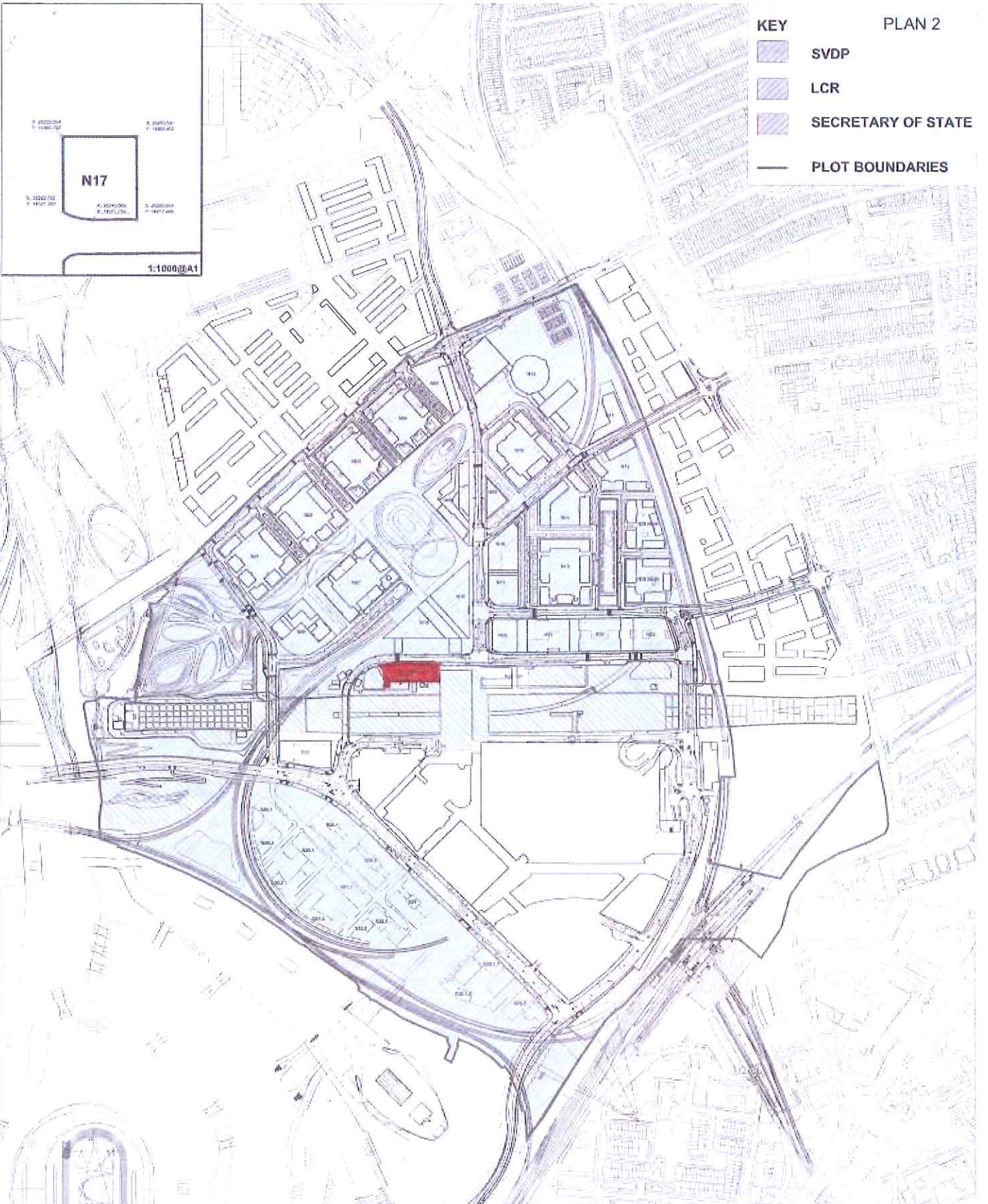


Land Registry  
Official copy of  
title plan

Title number TGL377871  
Ordnance Survey map reference TQ3884W  
Scale 1:1250 enlarged from 1:2500  
Administrative area Newham



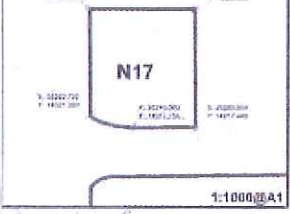
This official copy issued on 26 May 2015 shows the state of this title plan on 24 April 2015 at 09:28:42. It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002).  
This line shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by Land Registry, Durham Office.



**PLAN 2**

**KEY**

- SVDP
- LCR
- SECRETARY OF STATE
- PLOT BOUNDARIES



**notes**

1. Drawing in meters.

2. Coordinates are grid to London Olympic site.

3. Coordinates given with three decimals.

For more exact coordinates refer to swg file.

**revision history**

no	description	date
01	Initial design	27.06.2011
02	SVDP, LCR, SOST and added	27.06.2011
03	Final design	27.06.2011

**based on drawings:**

- 01 110293 PMLK drawing created
- 02 110298 PMLK SOST land added
- 03 120227 PMLK issued for information
- 04 120312 PMLK issued for information

**address village layout:**

PPA-XXXXXX-SW-ZR-20P-101

Layer Management Framework - Contact: PPA-XXXXXX-SW-ZR-20P-101

**Address Village plot boundaries**

PPA-XXXXXX-SW-ZR-20P-101

**Stratford City Development Zones:**

5/06/04/1 (development zone preliminary plan)

**N17/04L Demise estate:**

803 & DP 009 N17 & Pyllyng Field Demise Plan 00

**LCR Stratford City Stage 2: LCR Ownership**

01-0000-10000-01-10000

Land Transfer from LDA to ODA

APP-80324-SK-30-00-003-1181

(PDF: 18.04.2010)

**SVDP/PCR**

**ILLUSTRATIVE LAND OWNERSHIP**

drawing number: 033\_20100413\_11

scale: 1:2500 @A1

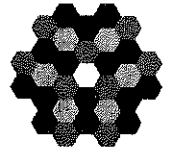
date of drawing / created by: 27.06.2011 PH/JLK

**fletcher priest architects**

london + köln + riga

modena square  
34/42 canopy - 9-11  
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f +44 (0)20 7427 5201  
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revision: 03



Official copy  
of register of  
title

Title number EGL576790

Edition date 12.11.2014

- This official copy shows the entries on the register of title on 18 JUN 2015 at 10:04:39.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 18 Jun 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title.

NEWHAM

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the south east of Eastway, London.

NOTE: There are excluded from the registration ballast, sleepers and metals of the permanent way, rails and associated bolts and fastenings, buffer stops, appliances, apparatus, devices, equipment and systems which form part of the operational railway.

- 2 The Railtrack (No.8) Transfer Scheme affecting the land in this title and other land dated 29 March 1996 made between (1) British Railways Board (the Board) and (2) Railtrack PLC (the Company) contains the following provision.

Exclusion of implied grants

Wherever Land of the Company is to be in part transferred to the Board by this Transfer Scheme and in part retained by the Company then, save as expressed in any agreement or instrument which is to be entered into between the Board and the Company pursuant to paragraph 8 no easement, liberty, right, advantage or privilege of whatsoever kind shall by virtue of this Transfer Scheme be treated as having been granted or reserved to the Board or the Company in respect of any part or parts of such Land whether under the provisions of Section 62 of the Law of Property Act 1925 or under the rule of law known as the rule in *Wheeldon v Burrow* or otherwise howsoever.

NOTE: Paragraph 8 referred to relates to the entry into or to the delivery of Agreements and instruments.

- 3 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land and other land dated 31 May 1996 made between (1) British Railways Board (Transferor) and (2) The Secretary of State for Transport (Transferee):-

"The Property is transferred subject to and (so far as the Transferor has any right title and interest so to do) together with the benefit of :-

## A: Property Register continued

*NOTE:-Copy filed under TGL350774.*

- 17 (27.09.2011) The land has the benefit of the rights granted and reserved by but is subject to the rights granted by a Transfer of Bridge 13, Waterden Road, London dated 12 September 2011 made between (1) Olympic Park Legacy Company Limited and (2) Stratford City Developments Limited.

*NOTE:-Copy filed under AGL240682.*

- 18 (27.09.2011) The Transfer dated 12 September 2011 referred to above contains a provision as to light or air.
- 19 (23.02.2012) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 26 January 2012 referred to in the Charges Register.
- 20 (23.02.2012) The Transfer dated 26 January 2012 referred to above contains a provision as to light or air.
- 21 (08.02.2013) The land has the benefit of the rights granted by a Deed dated 30 August 2012 made between (1) Network Rail Infrastructure Limited (2) London Legacy Development Corporation.

*NOTE:-Copy filed under EGL266376.*

- 22 (12.11.2014) The land has the benefit of the rights granted by a Deed of Grant relating to a new Bridge at Liberty Bridge Road dated 1 October 2014 made between (1) Olympic Delivery Authority (2) Network Rail Infrastructure Limited and (3) Stratford City Business District Limited and Others .

*NOTE: Copy filed under TGL377871.*

- 23 (12.11.2014) The land has the benefit of the rights granted by a Deed of Grant relating to a new Bridge at Penny Brookes Street dated 1 October 2014 made between (1) Olympic Delivery Authority (2) Network Rail Infrastructure Limited and (3) Stratford City Business District Limited and Others.

*NOTE:-Copy filed under TGL377871.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (23.02.2012) PROPRIETOR: LONDON & CONTINENTAL RAILWAYS LIMITED (Co. Regn. No. 2966054) of The Secretary, London and Continental Railways Limited, 3rd Floor, 183 Eversholt Street, London NW1 1AY and of dgeden@lcrhq.co.uk.
- 2 A Transfer of the land in this title and other land dated 31 May 1996 made between (1) British Railways Board (Transferor) and (2) The Secretary of State for Transport (Purchaser) contains Purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (22.07.2009) RESTRICTION: No transfer of the part of the registered estate shown coloured pink, pink cross hatched purple and pink cross hatched black on the plan to the RX1 dated 18 June 2009 of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clauses 11.3.3, 11.7.4 and 11.10.2 of the Step 2 Transfer dated 16 July 2008 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited referred to in the Charges Register have been complied with.

*NOTE: Copy plan to RX1 filed under EGL138790.*



## Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 31 May 1996 referred to in the Proprietorship Register:-

"The Transferee hereby covenants with the Transferor by way of indemnity only that the Transferee will henceforth observe and perform and will indemnify the Transferor against all actions proceedings costs claims damages demands and expenses and liabilities arising in respect of any failure by the Transferor to observe and perform :-

4.1 the covenants or obligations contained in the easements rights covenants restrictions agreements and other matters affecting the Property (so far as the same relate to the Property and are still enforceable and the failure to so observe and perform the same would expose the Transferor to liability therefor) and

4.2 the covenants on the part of the Transferor contained in the Occupational Rights

5.1 In this clause the expression "Accommodation Works Obligations" means any liability of the Transferor to provide maintain or renew any fencing or other works upon the Property for the accommodation of any adjoining lands arising by reason of the provisions of Section 68 of the Railways Clauses Consolidation Act 1845 or any other statutory provisions to the same or similar effect or by reason of any agreement or covenant made between the Transferor or its predecessors in title and the sellers of all or part of the Property to it and shall extend to any liability of the Transferor arising under any statutory provision and which imposes any duty or obligation upon the Transferor in respect of any structure or erection in under or upon the Property including without limitation obligations as to the maintenance and upkeep of bridges

5.2 The Transferee hereby agrees to indemnify and keep indemnified the Transferor against any liability for Accommodation Works Obligations

6.1 In this clause the expression "Mines and Minerals Agreement" means the agreement made between (1) the Transferor and (2) Railtrack Plc dated 1 April 1994 and entitled the "Mines and Minerals Supplemental Agreement (Real Property)" as amended by agreements between (1) the Transferor and (2) Railtrack Plc each entitled "Real Property Supplemental Agreement" and dated 30 March 1995 and 30 June 1995 and as further amended by an agreement made between (1) the Transferor (2) Railtrack Plc and (3) the Secretary of State for Transport dated 31 March 1996 and entitled "Property Supplemental Agreement" and an agreement made between (1) the Transferor and (2) Railtrack Plc dated 18 May 1996 and entitled "Property Supplemental Agreement"

6.2 The Property is sold subject to but with the benefit of the Mines and Minerals Agreement in so far as that relates to mines and minerals in or under the Property and/or land within the vicinity of the Property and the Transferee covenants with the Transferor to observe and perform the covenants terms and agreements contained in the Mines and Minerals Agreement in so far as such relate to such mines and minerals in or under the Property and the land as aforesaid and shall indemnify and keep indemnified the Board against all actions proceedings costs claims expenses damages and liability as a consequence of any failure so to do."

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rentcharge referred to in a Conveyance of the land in this title and other land dated 13 December 1876 made between (1) William Hills (2) Charles Henry Parkes and (3) The Great Eastern Railway Company (the Company)

"subject to such sum or sums as may from time to time be (sic) and payable in respect of the Shalford Langthorn abbey land sale and also subject exclusively and in exoneration of any other lands or hereditaments which may be subject to the same and to the intent that

## C: Charges Register continued

6 The parts of the land affected thereby are subject to the rights reserved by the Transfer of the stratum of subsoil comprising part of the underground utility east tunnel dated 16 July 2008 referred to above.

7 The Step 2 Transfer of other land dated 16 July 2008 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited contains restrictive covenants by the Transferor affecting the land in this title.

*NOTE: Copy Transfer filed under EGL557874.*

8 The parts of the land affected thereby are subject to the rights granted by a Lease of Bridge 20 dated 16 July 2008.

*NOTE: Copy lease filed under EGL557849.*

9 By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Bridge 20 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.

*NOTE: Copy Deed filed under EGL557849.*

10 The parts of the land affected thereby are subject to the rights granted by a Lease of Bridge 2 dated 16 July 2008.

*NOTE: Copy lease filed under EGL557843.*

11 By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Bridge 2 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.

*NOTE: Copy Deed filed under EGL557843.*

12 The parts of the land affected thereby are subject to the rights granted by a Lease of Temple Mills Link Stage 1 dated 16 July 2008.

*NOTE: Copy lease filed under EGL557856.*

13 By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Temple Mills Link Stage 1 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.

*NOTE: Copy Deed filed under EGL557856.*

14 The parts of the land affected thereby are subject to the rights granted by a Lease of Temple Mills Link Stage 2 dated 16 July 2008.

*NOTE: Copy lease filed under EGL557861.*

15 By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Temple Mills Link Stage 2 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.

*NOTE: Copy Deed filed under EGL557861.*

16 (09.06.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an electricity substation at Temple Mills 1 dated 18 May 2010 to EDF Energy (Services) Limited for a term of 65 years from 25 December 1999.

*NOTE: Copy Lease filed under EGL571791.*

17 (09.06.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an electricity substation at Temple Mills

## C: Charges Register continued

27 (24.12.2010) A Transfer of land to the south west of Leyton Road dated 29 September 2010 made between (1) The Secretary of State for Transport (Transferor) and (2) Stratford Village Property Holdings 1 Limited and Stratford Village Property Holdings 2 Limited contains restrictive covenants by the Transferor.

*NOTE:-Copy filed under EGL575240.*

28 (24.12.2010) A Deed of Easement relating to the steel canopy between Stratford international Station and Stratford DLR Station dated 29 September 2010 made between (1) Stratford Village Property Holdings 1 Limited and Stratford Village Property Holdings 2 Limited and (2) The Secretary Of State For Transport contains restrictive covenants.

*NOTE:-Copy filed under EGL557879.*

29 (24.12.2010) A Supplemental Lease of land forming the Temple Mills Link at Stratford City dated 29 September 2010 made between (1) The Secretary of State for Transport (Landlord) and (2) Stratford Village Property Holdings 1 Limited and Stratford Village Property Holdings 2 Limited for a term of years commencing on 29 September 2010 up to and including 15 July 3007 contains restrictive covenants by the Landlord.

*NOTE:-Copy filed.*

30 (24.12.2010) A Deed of Easement relating to the Surface Water Drainage Connection into the Northern Carrier Drain at Stratford dated 30 September 2010 made between (1) The Secretary of State for Transport (Grantor) and (2) Stratford Village Property Holdings 1 Limited and Stratford Village Property Holdings 2 Limited and (3) London & Continental Railways Limited contains restrictive covenants by the Grantor.

*NOTE:-Copy filed under EGL568382.*

31 (16.03.2011) The land is subject for a term of years from 30 September 2010 expiring on and including 31 December 2040 to the rights granted by a Lease of High Speed 1 dated 30 September 2010 made between (1) The Secretary of State for Transport (Landlord) and (2) HS1 Limited.

The said Lease also contains restrictive covenants by the landlord.

*NOTE:-Copy filed under K973429.*

32 (23.09.2011) By a Deed dated 1 September 2011 made between (1) The Secretary of State for Transport and (2) HS1 Limited the terms of the Lease dated 30 September 2010 of High Speed 1 referred to above were rectified and varied.

*NOTE: Copy filed under K973429.*

33 (23.02.2012) A Transfer of the land in this title dated 26 January 2012 made between (1) The Secretary Of State For Transport (2) London & Continental Railways Limited and (3) HS1 Limited contains covenants.

*NOTE: Copy filed.*

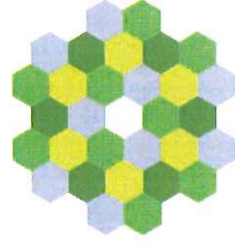
34 (19.08.2013) The land is subject to the lease set out in the schedule of leases hereto.

35 (27.09.2013) By a Deed dated 23 September 2013 made between (1) London & Continental Railways Limited and (2) Transport for London the terms of the lease dated 1 August 2013 referred to in the schedule of leases hereto were varied.

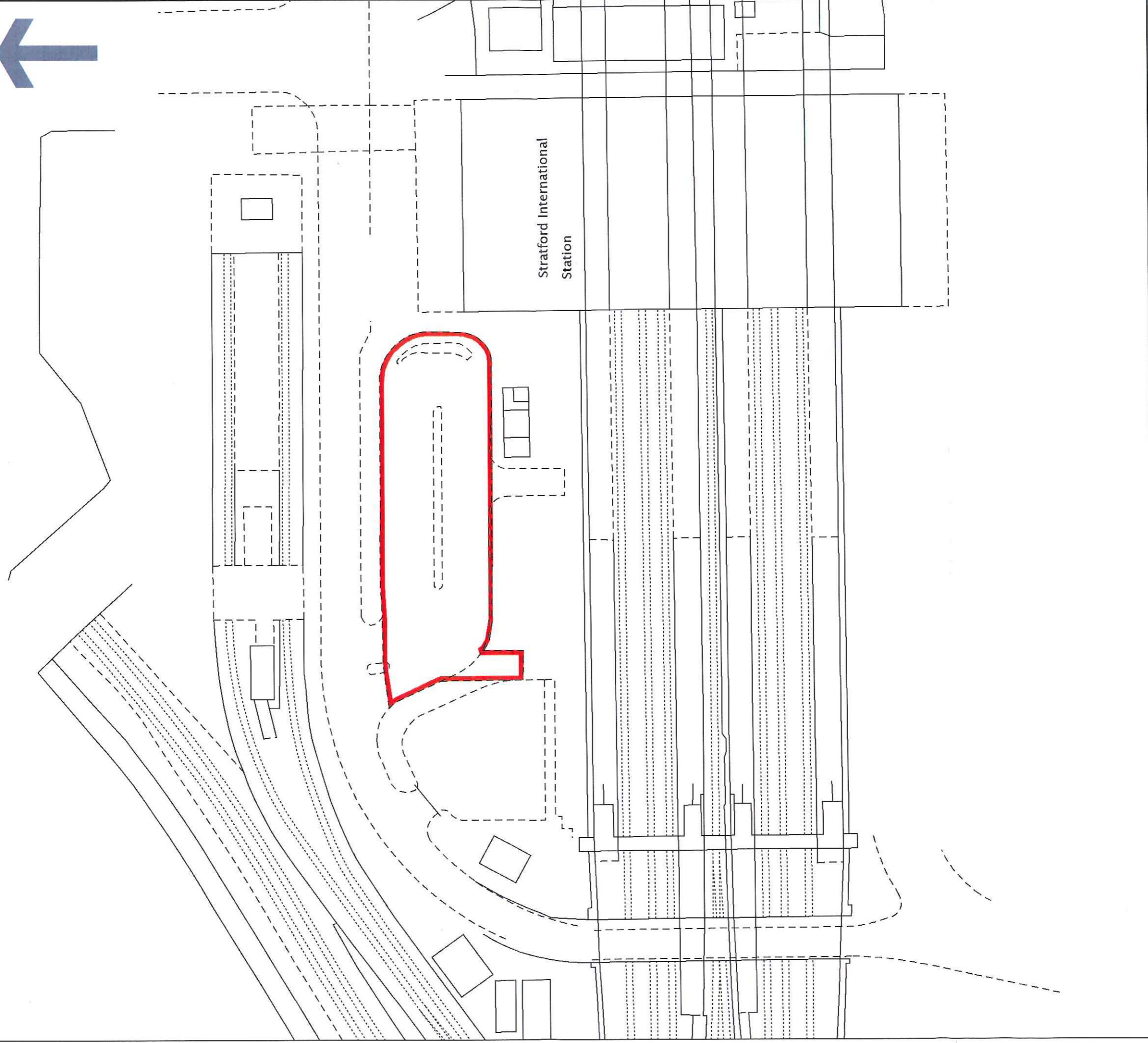
*NOTE: Copy Deed filed under TGL383630.*

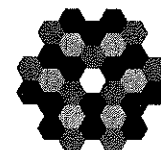
## Schedule of notices of leases

1	19.08.2013	Bus Layover Area and Taxi Bays	01.08.2013 99 years from and including 1.8.2013	TGL383630
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# Official copy of register of title

Title number TGL383630

Edition date 27.09.2013

- This official copy shows the entries on the register of title on 18 JUN 2015 at 10:06:33.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 18 Jun 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Telford Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

### NEWHAM

- 1 (19.08.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Forecourt, Stratford International Station, International Way, Olympic Park, London (E20 1YY).

NOTE 1: There are excluded from the registration ballast, sleepers and metals of the permanent way, rails and associated bolts and fastenings, buffer stops, appliances, apparatus, devices, equipment and systems which form part of the operational railway.

NOTE 2: The airspace and sub-soil that lies 1 metre below finished ground level is excluded from the title.

- 2 (19.08.2013) The mines and minerals are excepted.
- 3 (19.08.2013) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The rights granted in the registered lease are included in the title only so far as the landlord had the power to grant the same.

- 4 The Railtrack (No.8) Transfer Scheme affecting the land in this title and other land dated 29 March 1996 made between (1) British Railways Board (the Board) and (2) Railtrack PLC (the Company) contains the following provision.

#### Exclusion of implied grants

Wherever Land of the Company is to be in part transferred to the Board by this Transfer Scheme and in part retained by the Company then, save as expressed in any agreement or instrument which is to be entered into between the Board and the Company pursuant to paragraph 8 no easement, liberty, right, advantage or privilege of whatsoever kind shall by virtue of this Transfer Scheme be treated as having been granted or reserved to the Board or the Company in respect of any part or parts of

Title number TGL383630

## A: Property Register continued

2010 up to and including 15 July 3007 of the rights reserved by but is subject to the rights granted by the Supplemental Lease dated 29 September 2010 referred to in the Charges Register.

- 17 The land has the benefit of the rights reserved by but is subject to the rights granted by the Deed of Easement dated 30 September 2010 referred to in the Charges Register.
- 18 By a Deed dated 17 January 2011 made between (1) The Secretary of State for Transport (2) HS1 Limited and (3) Stratford Village Property Holdings Limited 1 Limited and Stratford Village Property Holdings 2 Limited the Transfer dated 29 September 2010 referred to above was rectified.

*NOTE: Copy filed under EGL575240.*

- 19 The land has the benefit of the rights granted by a Transfer dated 5 August 2011 made between (1) Olympic Delivery Authority and (2) Stratford City Developments Limited.

*NOTE:-Copy filed under TGL350774.*

- 20 The land has the benefit of the rights granted and reserved by but is subject to the rights granted by a Transfer of Bridge 13, Waterden Road, London dated 12 September 2011 made between (1) Olympic Park Legacy Company Limited and (2) Stratford City Developments Limited.

*NOTE:-Copy filed under AGL240682.*

- 21 The Transfer dated 12 September 2011 referred to above contains a provision as to light or air.
- 22 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 26 January 2012 referred to in the Charges Register.
- 23 The Transfer dated 26 January 2012 referred to above contains a provision as to light or air.
- 24 The land has the benefit of the rights granted by a Deed dated 30 August 2012 made between (1) Network Rail Infrastructure Limited (2) London Legacy Development Corporation.

*NOTE:-Copy filed under EGL266376.*

- 25 (19.08.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 1 August 2013  
Term : 99 years from and including 1 August 2013  
Parties : (1) London & Continental Railways Limited  
(2) Transport for London
- 26 (19.08.2013) The Lease prohibits or restricts alienation.
- 27 (19.08.2013) The landlord's title is registered.
- 28 (27.09.2013) By a Deed dated 23 September 2013 made between (1) London & Continental Railways Limited and (2) Transport for London the terms of the registered lease were varied.

*NOTE: Copy Deed filed.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (19.08.2013) PROPRIETOR: TRANSPORT FOR LONDON of Windsor House, 42-50 Victoria Street, London SW1H 0TL.

## C: Charges Register continued

- 4 The parts of the land affected thereby are subject to the following rights granted by a Lease of part of the railway network at Stratford dated 23 July 1999 made between (1) The Secretary of State for the Environment Transport and the Regions and (2) Railtrack Plc:-

"TOGETHER WITH (in common with all other persons from time to time entitled thereto) the rights mentioned in part 1 of schedule 1 .....

### SCHEDULE 1

#### PART 1

##### Rights Granted

1. To the extent that the Landlord can grant the same rights of way at all times (in common with the Landlord and persons authorised by him) for all purposes necessary for the Permitted User and (so far as the width of the route reasonably permits) with or without vehicles over the Landlord's adjoining land along:-

(A) the existing routes shown for the purposes of identification coloured brown on Plans 1, 2 and 3, and

(B) between the said existing routes and the points indicated for identification purposes with an 'X' on Plans 1, 2 and 3 by the most practicable route (but so that for the avoidance of doubt the brown colouring indicates the route and not the extent of the rights which are exercisable over the current paths or carriageways only)

2. The right to free and uninterrupted passage and running of all services from and to the Premises through and along Service Media from time to time within the adjoining land of the Landlord and serving the Premises

3. Subject to complying with the provisions of clauses 3 and 5 and schedule 4 the right at all reasonable times on reasonable notice (or in the case of emergency at any time) with or without vehicles plant or machinery to enter upon so much of the Landlord's adjoining land as is from time to time unbuilt on as shall be necessary for the purpose of inspecting repairing maintaining and renewing the Service Media referred to in paragraphs 2 and 5 and any Tenant's Structures

4. The full right of shelter support and protection for each and every part of the Premises as existing at the date hereof from the Landlord's adjoining land but there is not included any right of shelter support and protection from mines and minerals not in the ownership of the Landlord

5. Subject to complying with the provisions of clauses 3 and 5 and schedule 4 the right during the Perpetuity Period subject to the prior approval of the Landlord (which approval shall not be unreasonably withheld or delayed) to divert any existing Service Media lying under any parts of the Landlord's adjoining land as is from time to time unbuilt on which exclusively serve the Premises

6. Subject to complying with the provisions of clauses 3 and 5 and schedule 4 the right at all reasonable times on reasonable notice (or in the case of emergency at any time) to enter upon so much of the Landlord's adjoining land as is from time to time unbuilt on as may be necessary for the purposes of carrying out (including carrying out from the Landlord's land) any works of repair which may in the reasonable opinion of the Tenant be necessary for the repair of the Premises or the proper operation of the Tenant's undertaking and cannot conveniently be carried out without such entry.

NOTE 1: The lease contains the following definitions:-

"Service Media" means all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues and other conducting media

"Perpetuity Period" means the period of eighty years from the date of the Lease which is the perpetuity Period applicable to these

## C: Charges Register continued

- 14 The parts of the land affected thereby are subject to the rights granted by a Lease of Bridge 2 dated 16 July 2008.
- NOTE: Copy lease filed under EGL557843.*
- 15 (19.08.2013) By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Bridge 2 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.
- NOTE: Copy Deed filed under EGL557843.*
- 16 The parts of the land affected thereby are subject to the rights granted by a Lease of Bridge 20 dated 16 July 2008.
- NOTE: Copy lease filed under EGL557849.*
- 17 By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Bridge 20 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.
- NOTE: Copy Deed filed under EGL557849.*
- 18 The parts of the land affected thereby are subject to the rights granted by a Lease of Temple Mills Link Stage 1 dated 16 July 2008.
- NOTE: Copy lease filed under EGL557856.*
- 19 By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Temple Mills Link Stage 1 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.
- NOTE: Copy Deed filed under EGL557856.*
- 20 The parts of the land affected thereby are subject to the rights granted by a Lease of Temple Mills Link Stage 2 dated 16 July 2008.
- NOTE: Copy lease filed under EGL557861.*
- 21 By a Deed dated 18 June 2009 made between (1) The Secretary of State for Transport and (2) London & Continental Railways Limited the description of the land demised by the lease of Temple Mills Link Stage 2 dated 16 July 2008 referred to above was rectified and the original plan to the lease substituted. The said Deed also varied the terms of the lease.
- NOTE: Copy Deed filed under EGL557861.*
- 22 The parts of the land affected thereby are subject to the rights granted by a Lease of an electricity substation at Temple Mills 1 dated 18 May 2010 to EDF Energy (Services) Limited for a term of 65 years from 25 December 1999.
- NOTE: Copy Lease filed under EGL571791.*
- 23 The parts of the land affected thereby are subject to the rights granted by a Lease of an electricity substation at Temple Mills 2 and Temple Mills 3 dated 18 May 2010 to EDF Energy (Services) Limited for a term of 65 years from 25 December 1999.
- NOTE: Copy Lease filed under EGL571792.*
- 24 The parts of the land affected thereby are subject to the rights granted by a Lease of an electricity substation site at Stratford Station dated 25 May 2010 to EDF Energy (Services) Limited for a term of 65 years from 25 December 1999 referred to in the schedule of leases hereto.



## C: Charges Register continued

July 3007.

The said deed also contains restrictive covenants by the landlord.

*NOTE: Copy lease filed under TGL338704.*

- 35 A Deed of Easement relating to the Surface Water Drainage Connection into the Northern Carrier Drain at Stratford dated 30 September 2010 made between (1) The Secretary of State for Transport (Grantor) and (2) Stratford Village Property Holdings 1 Limited and Stratford Village Property Holdings 2 Limited and (3) London & Continental Railways Limited contains restrictive covenants by the Grantor.

*NOTE:-Copy filed under EGL568382.*

- 36 The land is subject to the rights granted by a Deed of Easement dated 30 September 2010 made between (1) Secretary of State for Transport (2) Stratford Village Property Holdings 1 Limited and Stratford Village Property Holdings 2 Limited and (3) London & Continental Railways Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under EGL568382.*

- 37 The land is subject for a term of years from 30 September 2010 expiring on and including 31 December 2040 to the rights granted by a Lease of High Speed 1 dated 30 September 2010 made between (1) The Secretary of State for Transport (Landlord) and (2) HS1 Limited.

The said Lease also contains restrictive covenants by the landlord.

*NOTE:-Copy filed under K973429.*

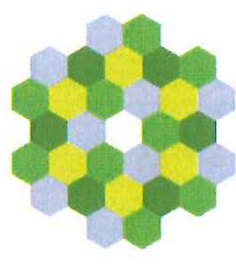
- 38 By a Deed dated 1 September 2011 made between (1) The Secretary of State for Transport and (2) HS1 Limited the terms of the Lease dated 30 September 2010 of High Speed 1 referred to above were rectified and varied.

*NOTE: Copy filed under K973429.*

- 39 A Transfer of the freehold estate in the land in this title dated 26 January 2012 made between (1) The Secretary Of State For Transport (2) London & Continental Railways Limited and (3) HS1 Limited contains covenants.

*NOTE: Copy filed under EGL576790.*

End of register



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