

having an area of not less than **0.38 hectares** (0.93 acres) or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplans for Zone 4 or Zone 5 approved by the ODA in writing pursuant to Condition A1.

"Alexandra Park Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Alexandra Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.24.1, which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) park furniture, including seating and lighting; and
- (b) a seating area within a landscaped setting and pedestrian connections within, into and out of Alexandra Park.

"Alexandra Park Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Alexandra Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.24.3 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 ODA (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.

"Bully Point Nature Reserve" means the area edged brown and marked as area 1 on the Part 8 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.

"Cascades" means the water feature to be provided within the Development Site as defined in the Open Space Strategy and marked as area 4.2 on the Part 8 Plan.

"Cascade Parklands" means the area within the northern part of the Development Site being approximately **10 hectares** within the area shown hatched brown on the Part 8 Plan and including North Station Square, North Park, the Cascades and the Ecological Park.

"Cascade Parklands Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of the Cascades and the Ecological Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.5 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) provision for pedestrian access and leisure activities along the water's edge;
- (b) water-based activities;
- (c) ecological areas within the water area;
- (d) interpretation facilities and pedestrian access connections in relation to the Ecological Park:
 - (i) from North Promenade and the South Promenade through the Ecological Park to the River Lea frontage, the Lea Valley Regional Park and to Bully Point Nature Reserve;

- (ii) from the Ecological Park to the Ecological Areas.

"Cascade Parklands Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Cascades and the Ecological Park and all facilities therein (including all associated street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.7, 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 ODA (in consultation with the Council).

"Crescent Park" means that part of the Development Site within Zone 4 shown edged brown and marked as area 5 on the Part 8 Plan having an area of not less than **0.48 hectares** (1.21 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 4 approved by the ODA in writing pursuant to Condition A1.

"Crescent Park Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Crescent Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.4.1 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) unless otherwise agreed by the ODA, a LEAP;
- (b) formal public gardens;
- (c) pedestrian connections within, into and out of Crescent Park;
- (d) park furniture, including seating and lighting; and
- (e) grassed space for informal recreation including ball games.

"Crescent Park Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Crescent Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.4.3, 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 ODA (in consultation with the Council).

"Cycle Tracks" means the cycle tracks to be provided within the SV 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 ODA (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 ODA (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 ODA (in consultation with the Council).

"DLR Safeguarding Zone" shall have the meaning defined in Part 1 of this Schedule 1.

"East Promenade" means the public access route shown coloured orange and marked as East Promenade on the Part 8 Plan.

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

"Ecological Park" means that part of the Cascade Parklands shown edged turquoise and marked as area 4.4 and including the areas marked "SNHA1" and "SNHS1" on the Part 8 Plan.

"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.

"Long Park" means that part of the Development Site within Zone 4 shown edged brown and marked as area 10 on the Part 8 Plan and being a public park having an area of not less than **0.24 hectares** (0.59 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 4 approved by the ODA in writing pursuant to Condition A1.

"Long Park Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Long Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.5.1 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) unless otherwise agreed by the ODA, a LAP;
- (b) park furniture including seating and lighting; and
- (c) pedestrian connections within, into and out of Long Park.

"Long Park Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Long Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.5.3, 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 ODA (in consultation with the Council).

"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.

"North Park" means that part of the Development Site within Zone 3 and Zone 5 shown edged green and marked as area 4.1 on the Part 8 Plan or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplans for Zone 3 or Zone 5 approved by the ODA in writing pursuant to Condition A1.

"North Park and North Station Square Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of North Park and North Station Square to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.1 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) an area to be used as a gathering/performance area with a stage area to be fully powered and serviced;
- (b) unless otherwise agreed by the ODA, a NEAP;
- (c) park furniture including seating and lighting;
- (d) toilet facilities;
- (e) at least one piece of Public Art;
- (f) grassed areas to be used for informal recreation including ball games; and
- (g) pedestrian connections within, into and out of North Park and North Station Square.

"North Park and North Station Square Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of North Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.4, 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 ODA (in consultation with the Council).

"North Promenade" means the public access route within Zone 5 shown coloured orange and marked as North Promenade on the Part 8 Plan.

"North Station Square" means that part of the Development Site within Zone 3 shown edged purple and marked as area 4.3 on the Part 8 Plan to comprise a formal tree planted landscape with casual seating or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplan for Zone 3 approved by the ODA in writing pursuant to Condition A1.

"North-West Promenade" means that part of the public access route within Zone 5 shown coloured orange on the Part 8 Plan and lying to the north of the intersection between the North Promenade and the West Promenade.

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

"Park" means all or any of Alexandra Park, Cascade Parklands, Crescent Park, Long Park and North Park.

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

"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; and
- (e) any closure required for or during the Games.

"Playing Fields Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Playing Fields and all facilities therein (including the North MUGA and all street/park furniture, lighting, security equipment and drainage) and details of the arrangements for the use of the Playing Fields outside School Hours (as defined in Part 7) and the booking and charging regime to be applied to such use, to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.12.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Playing Fields and North MUGA) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

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

"Plot N05" shall have the meaning defined in Part 4 of this Schedule 1.

"Plot N06" means the land shown edged red and marked "N06" on the plan attached at Annexure 30.

"Plot N16" shall have the meaning defined in Part 4 of this Schedule 1.

"Plot N18" means the land shown edged red and marked "N18" on the plan attached at Annexure 30.

"Plot N19" means the land shown edged red and marked "N19" on the plan attached at Annexure 30.

"Primary Roads" means the routes within the SV 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 Public Access Routes, the Primary Roads, the Secondary Roads, the South MUGA and the Carpenter's

Land Bridges and those parts of the Ecological Areas in respect of which the ODA agrees access should be permitted pursuant to paragraph 8.16.4 of Part 8 of the LCR Agreement.

"Public Access Routes" means all or any of the Zone 3 and 5 Public Access Routes.

"Roads" means all roads with public access within the SV 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 ODA (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 ODA (in consultation with the Council).

"Secondary Roads" means the routes within the SV 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 ODA (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 Zone 2 at such location as is identified in the approved Zonal Masterplan for Zone 2.

"South Promenade" means the public access route within Zone 5 shown coloured orange and marked "South Promenade" on the Part 8 Plan.

"Sports Contribution" means the sum of **£500,000** (Indexed) to be paid to the Council in accordance with paragraph 8.13 towards the provision of new local sports facilities (including both indoor and outdoor facilities) or carrying out improvements to existing local sports facilities (including both indoor and outdoor facilities) within 1 mile of the edge of the Stratford City Site.

"West Promenade" means the public access route within Zones 3 and 5 shown coloured orange and marked West Promenade on the Part 8 Plan.

"Zone 1 Public Access Routes" means the public access routes in Zone 1 shown as public realm on the Part 8 Plan and those to be agreed through the approval of the Zonal Masterplan for Zone 1.

"Zones 3 and 5 Public Access Routes" means the North Promenade, the South Promenade, the East Promenade and the West Promenade (including the North-West Promenade) and also includes the public access routes to be provided through the Ecological Park as approved by the ODA (in consultation with the Council) pursuant to the Cascade Parklands Details.

"Zones 3 and 5 PAR Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of the Zones 3 and 5 Public Access Routes to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.8.1 which detailed specifications shall provide for:

- (a) the North Promenade to be constructed so as to cross through the Ecological Park and adjoin the boundary of the Development Site between the points marked A and B on the plan attached at **Annexure 8**;
- (b) the North-West Promenade to be constructed so as to adjoin the boundary of the Development Site between the points marked C and D on the plan attached at **Annexure 8**;

- (c) the South Promenade to be constructed so as to cross through the Ecological Areas and adjoin the boundary of the Development Site between the points marked A and B on the plan attached at **Annexure 8**; and
- (d) the East Promenade to be constructed so as to adjoin the boundary of the Development Site between the points marked D and E on the plan attached at **Annexure 8**.

8. OPERATIVE PROVISIONS

8.1 Cascade Parklands

- 8.1.1 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the North Park and North Station Square Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for North Park and North Station Square (or the phase of the Development within which they are situated) are submitted to the ODA for approval.
- 8.1.2 Unless otherwise agreed with the ODA (in consultation with the Council) SV shall not Occupy more than 1,000 Residential Units within the SV Land until North Park (excluding the construction compound area shown as attached in **Annexure 15**) and North Station Square have been completed in accordance with the North Park and North Station Square Details as approved by the ODA (in consultation with the Council) and are open for use by the general public in accordance with paragraph 8.1.3.
- 8.1.3 Unless otherwise agreed with the ODA (in consultation with the Council) upon completion of North Park and North Station Square SV 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 North Park, North Station Square and the Playspace Facilities 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 SV, SV's tenants and occupiers of any part of the SV Land.
- 8.1.4 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the North Park and North Station Square Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of North Park and North Station Square to the general public in accordance with paragraph 8.1.3.
- 8.1.5 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit to the ODA for approval (such approval to be in consultation with the Council) the Cascade Parklands Details relating to the remainder of the Cascade Parklands (the area of Cascade Parklands in addition to that required to be completed pursuant to paragraph 8.1.2) at the same time as the Reserved Matters details for the Cascade Parklands (or the phase of the Development within which Cascade Parklands is situated) are submitted to the ODA.
- 8.1.6 Unless otherwise agreed with the ODA (in consultation with the Council) through the submission and approval of the Zonal Masterplan for Zone 5, SV shall not Occupy more than 644 Residential Units in Zone 5 or, in the event that the Site

Wide Housing Strategy is amended after the date of this Agreement, then SV shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 5 (which total is specified in such amended Site Wide Housing Strategy) unless the remainder of the Cascade Parklands has been completed in accordance with the Cascade Parklands Details approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.1.8.

8.1.7 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Cascade Parklands Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of the Cascade Parklands to the general public in accordance with paragraph 8.1.8.

8.1.8 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of the Cascade Parklands SV 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 Cascade Parklands 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 SV, SV's tenants and occupiers of any part of the Development.

8.1.9 Subject to paragraphs 8.1.3 and 8.1.8 and unless otherwise agreed by the ODA (in consultation with the Council), SV 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 North Park once open pursuant to paragraph 8.1.3 or the remainder of Cascade Parklands once open pursuant to paragraph 8.1.8.

8.1.10 Not used.

8.1.11 Not used.

8.1.12 SV shall, at its own expense, manage and maintain the Cascade Parklands for the life of the Development in accordance with Cascade Parklands Management Plan approved by the ODA (in consultation with the Council).

8.2 **Carpenter's Square**

Not used.

8.3 **Arrival Park**

Not used.

8.4 **Crescent Park**

8.4.1 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Crescent Park Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the details for Crescent Park (or the phase of the Development within which Crescent Park is situated) are submitted to the ODA for approval.

8.4.2 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall not Occupy more than 276 Residential Units in Zone 4 or, in the event that the Site

Wide Housing Strategy is amended after the date of this Agreement, then SV shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless Crescent Park has been completed in accordance with the Crescent Park Details as approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.4.4.

8.4.3 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Crescent Park Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Crescent Park to the general public in accordance with paragraph 8.4.4.

8.4.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Crescent Park SV 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 Crescent 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 SV, SV's tenants and occupiers of any part of the Development.

8.4.5 Subject to paragraph 8.4.4 and unless otherwise agreed by the ODA (in consultation with the Council), SV 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 Crescent Park.

8.4.6 Not used.

8.4.7 SV shall, at its own expense, manage and maintain Crescent Park for the life of the Development in accordance with the Crescent Park Management Plan approved by the ODA (in consultation with the Council).

8.5 Long Park

8.5.1 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Long Park Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Long Park (or the phase of the Development within which Long Park is situated) are submitted to the ODA for approval.

8.5.2 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall not Occupy more than 442 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then SV shall not Occupy more than 40% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless Long Park has been completed in accordance with the Long Park Details as approved by the ODA (in consultation with the ODA) and is open for use by the general public in accordance with paragraph 8.5.4.

8.5.3 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Long Park Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Long Park to the general public in accordance with paragraph 8.5.4.

- 8.5.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Long Park SV 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 Long 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 SV, SV's tenants and occupiers of any part of the Development.
- 8.5.5 Subject to paragraph 8.5.4 and unless otherwise agreed by the ODA (in consultation with the Council), SV 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 Long Park.
- 8.5.6 Not used.
- 8.5.7 SV shall, at its own expense, manage and maintain Long Park for the life of the Development in accordance with the Long Park Management Plan approved by the ODA (in consultation with the Council).
- 8.6 **South MUGA**
- Not used.
- 8.7 **Zone 1 Public Access Routes**
- Not used.
- 8.8 **Zones 3 and 5 Public Access Routes**
- 8.8.1 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Zones 3 and 5 PAR Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Zones 3 and 5 Public Access Routes (or the phase of the Development within which the Zones 3 and 5 Public Access Routes are situated) are submitted to the ODA for approval such details to provide for the construction of the Zones 3 and 5 Public Access Routes so as to connect (or allow for their future connection) with the Zone 1 Public Access Routes as shown on the Part 8 Plan and as agreed with the Zone 1 Developer.
- 8.8.2 SV shall complete and make available for use by the general public, the Zones 3 and 5 Public Access Routes contiguous to the Parks or Roads at the same time as those Roads or Parks are required to be completed and available for public use in all cases in accordance with the Zones 3 and 5 PAR Details as approved by the ODA (in consultation with the Council).
- 8.8.3 Where completion of the relevant Park or Road (as the case may be) referred to in paragraph 8.8.2 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 SV 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 Zones 3 and 5 Public Access Routes as are contiguous with such Park or Road as aforesaid have been completed in accordance with the Zones 3 and 5 PAR Details as approved by the ODA (in consultation with the Council) and are open for use by the general public.

- 8.8.4 SV shall construct the Zones 3 and 5 Public Access Routes so as to adjoin the boundaries of the SV Land with adjoining areas including the Zone 1 Public Access Routes as referred to in the definition of the Zones 3 and 5 PAR Details and save in relation to any Zone 1 Public Access Routes where SV shall agree with the Zone 1 Developer the connection of the relevant Public Access Routes in accordance with paragraph 8.8.1 above SV will use Reasonable Endeavours to obtain any rights and consents as may be necessary to enable the Zones 3 and 5 Public Access Routes to connect to any public access route on such adjoining area outside of the SV Land and upon the grant of such rights and consents, SV shall open up the boundary in question and permit the public to pass from the Public Access Route into the adjoining area and vice versa.
- 8.8.4A In relation to the connection of the Zones 3 and 5 Public Access Routes to the Zone 1 Public Access Routes as referred to in paragraph 8.8.4, in the event that at the date of such of the Zones 3 and 5 Public Access Routes as shall connect to the Zone 1 Public Access Routes are completed the Zone 1 Public Access Routes in question have not been completed then upon completion of the Zone 1 Public Access Routes in question SV shall open up the boundary of the Zones 3 and 5 Public Access Routes in question so as to permit the public to pass from the Zones 3 and 5 Public Access Routes in question to the Zone 1 Public Access Routes in question and vice versa.
- 8.8.5 Without prejudice to paragraph 8.8.4, in the event that the ODA shall (by way of an agreement under section 106 of the 1990 Act or otherwise) secure obligations from the owners of adjoining areas which enable any of the Zones 3 and 5 Public Access Routes to connect onto any public access routes on adjoining areas, then SV shall upon written receipt from the ODA and within such time period as may be agreed between SV and the ODA open up the boundary of the relevant Zones 3 and 5 Public Access Route to be connected into the adjoining area and thereafter permit the public to pass from the Public Access Route into the adjoining area and vice versa.
- 8.8.6 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Zones 3 and 5 PAR Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of the Zones 3 and 5 Public Access Routes to the general public in accordance with paragraph 8.8.7.
- 8.8.7 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of the Zones 3 and 5 Public Access Routes SV 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 Zones 3 and 5 Public Access Routes 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 SV, SV's tenants and occupiers of any part of the SV Land.
- 8.8.8 Subject to paragraph 8.8.7 and unless otherwise agreed by the ODA (in consultation with the Council), SV 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 Zones 3 and 5 Public Access Routes.

8.8.9 Not used.

8.8.10 SV shall, at its own expense, manage and maintain the Zones 3 and 5 Public Access Routes for the life of the Development (unless they are adopted as public highway maintainable at public expense) in accordance with the Zones 3 and 5 PAR Management Plan approved by the ODA (in consultation with the Council).

8.9 Additional Urban Green Spaces

8.9.1 On or prior to submission of each Zonal Masterplan SV shall submit to the ODA 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 SV 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 ODA (in consultation with the Council) pursuant to paragraph 8.9.1.

8.9.3 SV 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 ODA (in consultation with the Council), SV 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 ODA (in consultation with the Council), upon completion of the Additional Urban Green Space SV 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 SV, SV's tenants and occupiers of any part of the Development.
- 8.9.6 Not used.
- 8.9.7 SV 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).
- 8.9.8 Subject to the Consent Date occurring, SV shall use Reasonable Endeavours to make provision for Additional Urban Green Space within Plot N06, Plot N16, Plot N18 and Plot N19 in addition to the requirement for private amenity space within the Plots in addition to any private amenity space within those areas.
- 8.10 **Pedestrian Bridges to Carpenter's Land**
Not used.
- 8.11 **Pedestrian Bridge to Carpenter's Estate**
Not used.
- 8.12 **Playing Fields**
 - 8.12.1 SV shall not Occupy more than 2209 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then SV shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless the Playing Fields have been completed in accordance with the Playing Fields Consent and are open for use in accordance with paragraphs 8.12.3 and 8.12.4.
 - 8.12.2 SV shall procure that the Playing Fields Application, in addition to providing for access to the North MUGA from the Playing Fields, provides for independent access to the North MUGA so that the North MUGA will remain capable of access and use separately from, as well as in conjunction with, the Playing Fields **PROVIDED THAT** the ODA and the Council agree and confirm that the planning application dated 10 December 2008 submitted to the ODA (Application Ref No 08/90358/FULODA) satisfies the requirements of this paragraph 8.12.2.
 - 8.12.3 Unless otherwise agreed with the ODA (in consultation with the Council) SV shall submit the Playing Fields Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the Playing Fields being open for use.
 - 8.12.4 Unless otherwise agreed with the ODA (in consultation with the Council) the Playing Fields Management Plan submitted to the ODA for approval shall provide for the use of the Playing Fields (excluding the North MUGA) following completion of the Schools as follows:
 - (A) during School Hours (as defined in Part 7) for exclusive use by the Education Provider; and
 - (B) outside School Hours for use by members of the public with priority being afforded to residents of the Council's Area and residents of the London Borough of Waltham Forest.
 - 8.12.5 Following completion of the Playing Fields, SV shall permit the general public at all times to use the North MUGA and shall manage and maintain the North MUGA in accordance with the Playing Fields Management Plan.

- 8.12.6 Following completion of the Playing Fields, unless the Playing Fields are leased to the Education Provider (in which case paragraph 8.12.7 shall apply), SV shall manage and maintain the Playing Fields for the life of the Development in accordance with the Playing Fields Management Plan approved by the ODA (in consultation with the Council).
 - 8.12.7 In the event that the Playing Fields are leased to the Education Provider the lease of the Playing Fields shall include a requirement that the Playing Fields are managed and maintained in accordance with the Playing Fields Management Plan.
 - 8.12.8 In the event that the lease of the Playing Fields shall require that the lessee manages and maintains the Playing Fields, the lessee shall manage and maintain the Playing Fields in accordance with the Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the ODA against the lessee of the Playing Fields and any person succeeding to or deriving title from such lessee.
- 8.13 Sports Contribution**
- 8.13.1 Not used.
 - 8.13.2 SV shall not Occupy more than 2209 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then SV shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless SV has paid the Sports Contribution to the Council.
 - 8.13.3 Unless otherwise agreed with SV, the Council shall apply the Sports Contribution to local sports facilities within 1 mile of the edge of the Stratford City Site.
- 8.14 Cycle Tracks**
- 8.14.1 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Cycle Tracks Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Zones 3 and 5 Public Access Routes (or the phase within which the Cycle Tracks are situated) are submitted to the ODA for approval.
 - 8.14.2 SV shall construct and complete in accordance with the Cycle Track Details approved by the ODA (in consultation with the Council) and make available for public use the Cycle Tracks contiguous to Roads or Public Access Routes at the same time as those Roads or Public Access Routes are required to be completed and available for public use.
 - 8.14.3 Where completion of the relevant Road or (as the case may be) Public Access Area 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 SV 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 or Public Access Areas have been completed in accordance with the Cycle Track Details as approved by the ODA (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 ODA (in consultation with the Council) SV shall submit the Cycle Tracks Management Plan to the ODA 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 ODA (in consultation with the Council) upon completion of the Cycle Tracks SV 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 SV, SV'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 ODA (in consultation with the Council), SV 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 SV shall, at its own expense, manage and maintain the Cycle Tracks for the life of the Development (unless they are adopted as public highway maintainable at public expense) in accordance with the Cycle Tracks Management Plan approved by the ODA (in consultation with the Council).

8.15 Primary and Secondary Roads

8.15.1 Unless otherwise agreed with the ODA (in consultation with the Council) SV shall submit the Secondary Roads Details to the ODA 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 ODA for approval.

8.15.2 SV shall not Occupy more than 276 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then SV shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless the Secondary Road numbered N4 on the Part 8 Plan has been completed in accordance with the Secondary Roads Details relevant to Road N4 and is open for use by the general public in accordance with paragraph 8.15.4.

8.15.2A SV shall complete the Secondary Road numbered N3B on the Part 8 Plan in accordance with the Secondary Road Details relevant to Road N3B and, unless otherwise agreed in writing with the ODA, shall procure that Road N3B is open for use by the general public in accordance with paragraph 8.15.4 by no later than September 2013.

8.15.3 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Roads Management Plan to the ODA 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, SV 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 SV, SV'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 ODA (in consultation with the Council), SV 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 SV 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 ODA (in consultation with the Council).

8.16 Ecological Areas

8.16.1 Not used.

8.16.2 Not used.

8.16.3 Not used.

8.16.4 Not used.

8.16.5 Not used.

8.16.6 Not used.

8.16.7 Not used.

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 SV 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 SV 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 SV'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, SV shall notify the Council in writing of such closure and the details thereof (including full reasons for the closure and its anticipated duration);

- (B) continue on such terms as the Council may reasonably require (including the duration of closure) in response to SV's notice referred to in subparagraph (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 "ODA" or "the ODA's" were references to the "ODA or the Council" or the "ODA's or the Council's", SV shall upon reasonable written notice permit the ODA or any person or body the ODA elects to carry out on behalf of the ODA the ODA'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 SV Land 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 ODA of any breach of SV's obligations under this Part 8, if within 2 months of such notice SV 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 ODA or the ODA'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 SV Land 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 ODA or the ODA'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 SV to the ODA or the ODA'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

SV 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 ODA 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 ODA for approval then, unless otherwise agreed by the ODA (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 SV is required or permitted under this Part 8 to submit detailed plans and specifications, rules and regulations, or details to the ODA for approval, the ODA shall reasonably and diligently consider the same and respond to SV 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 ODA refuses to approve the detailed plans and specifications, rules and regulations or details, then the ODA shall indicate to SV 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

SV 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

8.24.1 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Alexandra Park Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Alexandra Park (or the phase of the Development within which Alexandra Park is situated) are submitted to the ODA for approval.

8.24.2 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall not Occupy more than 1472 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then SV shall not Occupy more than 40% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless Alexandra Park has been completed in accordance with the Alexandra Park Details as approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.24.4.

8.24.3 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Alexandra Park Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Alexandra Park to the general public in accordance with paragraph 8.24.4.

8.24.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Alexandra Park SV 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 Alexandra 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 SV, SV's tenants and occupiers of any part of the Development.

8.24.5 Subject to paragraph 8.24.4 and unless otherwise agreed by the ODA (in consultation with the Council), SV 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 Alexandra Park.

8.24.6 Not used.

8.24.7 SV shall, at its own expense, manage and maintain Alexandra Park for the life of the Development in accordance with the Alexandra Park Management Plan approved by the ODA (in consultation with the Council).

8.25 Playspace Requirements within the Parks

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

- (A) one LEAP;
- (B) one LAP; and
- (C) two NEAPs, one of which shall be in the Additional Parkland pursuant to paragraph 8.27.1.

8.26 Signage

8.26.1 No later than 31 December 2012 SV shall submit a signage strategy for the erection of signage on the SV 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 ODA (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 ODA SV shall consult the Zone 1 Developer and LCR in relation to such proposed Signage Strategy and shall have regard to any comments made by the Zone 1 Developer and LCR thereon and SV shall submit a record of the comments made by the Zone 1 Developer and LCR to the ODA at the same time as it submits any proposed Signage Strategy for approval.

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

8.27 Additional Parkland

8.27.1 Subject to the Consent Date occurring, SV will not Occupy more than 750 of the Market Housing Units in Plot N06, Plot N08, Plot N016, Plot N18 and Plot N19 unless SV has provided Additional Parkland of not less than 1,746 square metres (including a NEAP) on or in the vicinity of Plot N05.

8.27.2 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Additional Parkland Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Additional Parkland (or the phase of the Development within which the Additional Parkland is situated) are submitted to the ODA for approval.

8.27.3 Unless otherwise agreed with the ODA (in consultation with the Council), SV shall submit the Additional Parkland Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Additional Parkland to the general public in accordance with paragraph 8.27.4.

8.27.4 Unless otherwise agreed with the ODA (in consultation with the Council), and subject to the Consent Date occurring, prior to Occupation of no more than 750 of the Market Housing Units in Plot N06, Plot N08, Plot N016, Plot N18 and Plot N19 SV shall open the Additional Parklands and 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 Parkland at all times, free of charge **SUBJECT TO:**

(A) Permitted Closures; and

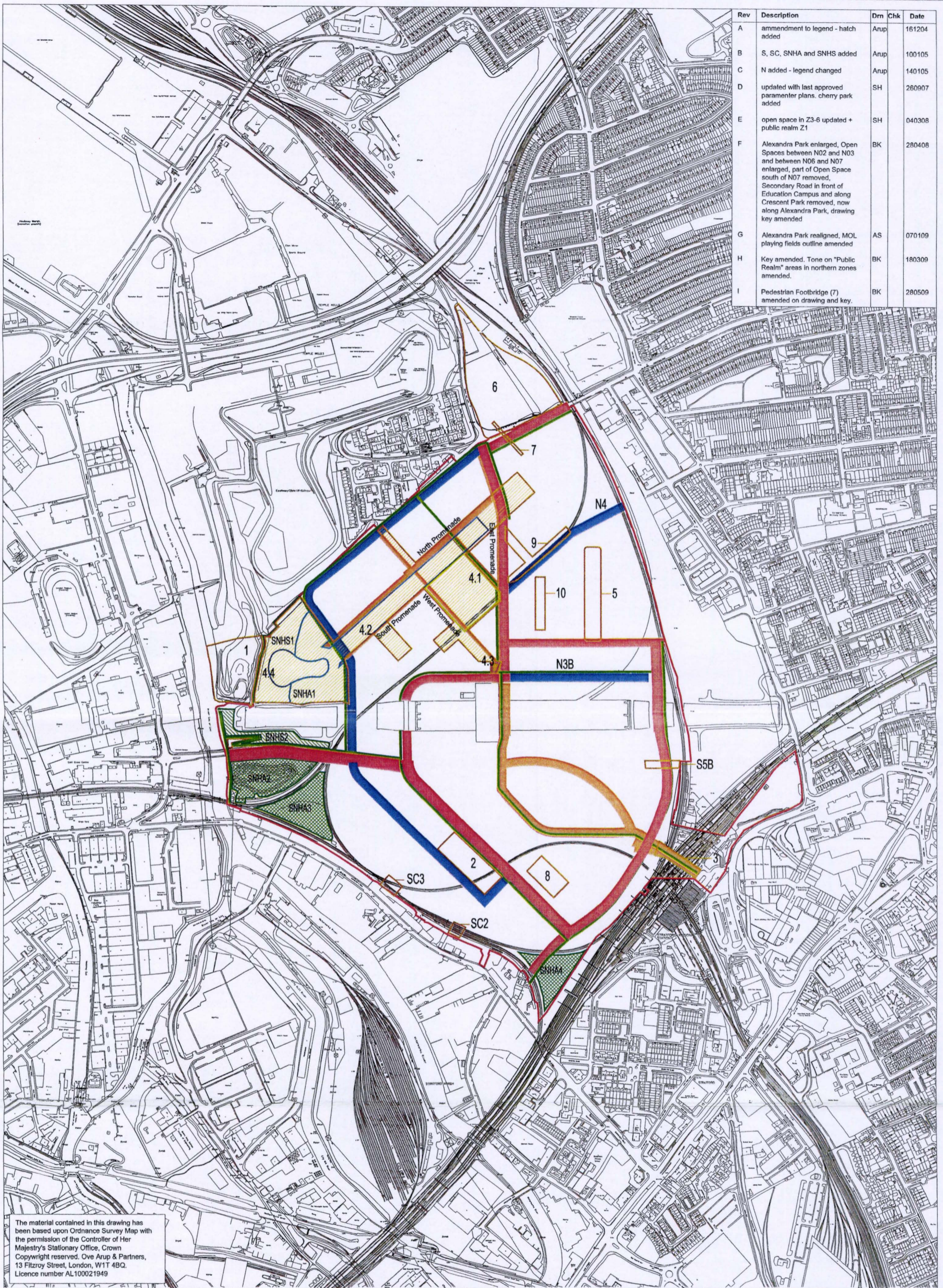
(B) any lawful requirements of the police or other competent authority.



Appendix 6

Part 8 Plan

| Rev | Description | Drn | Chk | Date |
|-----|--|------|-----|--------|
| A | amendment to legend - hatch added | Arup | | 161204 |
| B | S, SC, SNHA and SNHS added | Arup | | 100105 |
| C | N added - legend changed | Arup | | 140105 |
| D | updated with last approved parameter plans, cherry park added | SH | | 260907 |
| E | open space in Z3-6 updated + public realm Z1 | SH | | 040308 |
| F | Alexandra Park enlarged, Open Spaces between N02 and N03 and between N06 and N07 enlarged, part of Open Space south of N07 removed, Secondary Road in front of Education Campus and along Crescent Park removed, now along Alexandra Park, drawing key amended | BK | | 280408 |
| G | Alexandra Park realigned, MOL playing fields outline amended | AS | | 070109 |
| H | Key amended. Tone on "Public Realm" areas in northern zones amended. | BK | | 180309 |
| I | Pedestrian Footbridge (7) amended on drawing and key. | BK | | 280509 |



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STRATFORD CITY

SECTION 106 PART 8 PLAN

Scale bar: 0m 20m 40m 60m 80m 100m

Scale: 1:2500 @A0

Date: 13/12/2004 (first issued)

Dwg No. AA-39097/S-00348

Rev: I

WESTFIELD LENDLEASE
FIRST BASE EAST THAMES LCR

- █ Primary Road
L.O.D. ±20m
- █ Secondary Road
L.O.D. ±20m
- █ Cycle Network
L.O.D. ±30m
- █ Public Realm LOD ±20m
L.O.D. in Zone 1 ±40m
- █ Planning Application Boundary.

Accompanied by the following number:

- 1 Bully Point Nature Reserve
- 2 Carpenters Square
- 3 Town Centre Link
- 4 Cascade Parklands
 - 4.1 North Park
 - 4.2 Cascades
 - 4.3 North Stn. Squ.
 - 4.4 Ecological Park
- 5 Crescent Park
- 6 Playing Fields
- 7 Pedestrian Footbridge

- 8 Cherry Park
- 9 Alexandra Park
- 10 Long Park

- █ Semi-Natural Strip Habitat (SNHS)
- █ Semi-Natural Habitat Areas (SNHA)
- █ S Bridge Safeguard Zone
- █ SC Safeguard Corridor
- █ N Secondary Road North of the Box

(within the zone indicated)



Appendix 7

Deed of Variation 2014

DATED 25 March 2014

THE LONDON LEGACY DEVELOPMENT CORPORATION
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
THE SECRETARY OF STATE FOR TRANSPORT
STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED and STRATFORD VILLAGE
PROPERTY HOLDINGS 2 LIMITED
STRATFORD VILLAGE DEVELOPMENT (GP) LIMITED
acting as the general partner of
STRATFORD VILLAGE DEVELOPMENT PARTNERSHIP
TRANSPORT FOR LONDON
TRIATHLON HOMES LLP
GET LIVING LONDON EV N10 LIMITED
QDD EV N10 LIMITED
GET LIVING LONDON EV N09 LIMITED
QDD EV N09 LIMITED
GET LIVING LONDON EV N13 LIMITED
QDD EV N13 LIMITED

DEED OF VARIATION

to the Agreement dated 30 March 2012 made pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 16 of the Greater London Council (General Powers) Act 1974 and other powers relating to the site known as Zones 2-7: SV Land, Stratford City, London E15

We hereby certify this to be
a true copy of the original
Berwin Leighton Paisner LLP
Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London EC4R 9HA



DATED 25 March 2014

PARTIES

- (1) **THE LONDON LEGACY DEVELOPMENT CORPORATION** of 1 Stratford Place Montfichet Road London E20 1EJ (the "**LLDC**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, East Ham, London E6 2RP (the "**Council**");
- (3) **THE SECRETARY OF STATE FOR TRANSPORT** of Great Minster House, 33 Horseferry Road, London SW1P 4DR (the "**Secretary of State**");
- (4) **STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED** (Company Number 6582069) ("**SVPH1**") and **STRATFORD VILLAGE PROPERTY HOLDINGS 2 LIMITED** (Company Number 6583356) ("**SVPH2**") whose registered offices are at 23rd Floor, One Churchill Place, London, E14 5LN;
- (5) **STRATFORD VILLAGE DEVELOPMENT (GP) LIMITED** (Company Number 6583350) whose registered office is at 23rd Floor, One Churchill Place, London, E14 5LN acting as the general partner of **STRATFORD VILLAGE DEVELOPMENT PARTNERSHIP** (registered number LP013054) whose principal place of business is at 23rd Floor, One Churchill Place, London, E14 5LN ("**SVDL**");
- (6) **TRANSPORT FOR LONDON** of Windsor House, Victoria Street, London, SW1 OTL ("**TfL**");
- (7) **TRIATHLON HOMES LLP** (LLP Registered Number OC334412) whose registered office is at Fleet House 59-61 Clerkenwell Road London EC1M 5LA ("**Triathlon**");
- (8) **GET LIVING LONDON EV N10 LIMITED** (Company Number 08613937) Level 23, 1 Churchill Place, London E14 5LN;
- (9) **QDD EV N10 LIMITED** (Company Number 08613950) Level 23, 1 Churchill Place, London E14 5LN;
- (10) **GET LIVING LONDON EV N09 LIMITED** (Company Number 08613940) Level 23, 1 Churchill Place, London E14 5LN;
- (11) **QDD EV N09 LIMITED** (Company Number 08613951) Level 23, 1 Churchill Place, London E14 5LN;
- (12) **GET LIVING LONDON EV N13 LIMITED** (Company Number 08613939) Level 23, 1 Churchill Place, London E14 5LN;
- (13) **QDD EV N13 LIMITED** (Company Number 08613949) Level 23, 1 Churchill Place, London E14 5LN.

BACKGROUND

- (A) The body corporate known as the London Legacy Development Corporation was established by article 3 of the London Legacy Development Corporation (Establishment) Order 2012 and on 1 October 2012, the London Legacy Development Corporation (Planning Functions) Order 2012 came into force and the LLDC became the local planning authority for the area within which the SV Land is situated as successor to the Olympic Delivery Authority.

- (B) On 30 March 2012 the SV Agreement was completed and subsequently the following land interests have been derived from the SV Land and so are bound by the SV Agreement:
- (B1) QDD EV N09 Limited is the tenant of a 999 year lease dated 23 December 2013 of the private apartments and commercial units forming part of Plot N09 which is registered at the Land Registry with title number TGL391007.
- (B2) Get Living London EV N09 Limited is the tenant of 125 year leases dated 23 December 2013 relating to individual private apartments and commercial units forming part of Plot N09.
- (B3) QDD EV N10 Limited is the tenant of a 999 year lease dated 29 November 2013 of private apartments, private townhouses, private car parking spaces and commercial units within Plot N10 which is registered at the Land Registry with title number TGL389291.
- (B4) Get Living London EV N10 Limited is the tenant of 125 year lease dated 29 November 2013 relating to individual private apartments, private townhouses, private car parking spaces and commercial units within Plot N10.
- (B5) QDD EV N13 Limited is the tenant of a 999 year lease dated 3 February 2014 of private apartments, private townhouses and private car parking spaces within Plot N13 which is registered at the Land Registry under title number TGL393437.
- (B6) Get Living London EV N13 Limited is the tenant of 125 year leases dated 3 February 2014 relating to individual private apartments, private townhouses and private car parking spaces within Plot N13
- (C) The Council is the local authority for the purposes of Section 16 of the 1974 Act for the area within which the SV Land is situated, and further retains functions in respect, inter alia, of highways, community and leisure facilities and housing.
- (D) This Deed of Variation is made pursuant to section 106 and 106A of the 1990 Act, section 5 of the Act, section 16 of the 1974 Act, section 111 of the Local Government Act 1972, section 156 and Schedules 10 and 11 of the Greater London Authority Act 1999, section 1 of the Localism Act 2011 and all other powers so enabling.
- (E) Prior to the completion of this Deed the parties hereto entered into the Deed of Adherence for the purpose of confirming that the Unconditional Date has occurred and that accordingly clauses 2.5A and 5A of the SV Agreement (including for the avoidance of doubt the Triathlon Obligations) are binding on the Triathlon Land for the purposes of the SV Agreement.

OPERATIVE PROVISIONS

1 INTERPRETATION

- 1.1 Save where provided otherwise words and expressions used in this Deed of Variation have the meaning assigned in the SV Agreement.
- 1.2 For the purposes of this Deed of Variation the following words and expressions have the meanings assigned:
- (a) **"SV Agreement"** means the agreement dated 30 March 2012 between the ODA, the Council, the Secretary of State, SV and TfL and entered into

pursuant to Section 106 of the 1990 Act and Section 16 of the 1974 Act and other relevant powers; and

- (b) "**Deed of Adherence**" means the supplemental agreement dated *X 25 March* *X* 2014 between the LLDC, the Council, the Secretary of State, SV, TfL, Triathlon, Get Living London EV N10 Limited, QDD EV N10 Limited, Get Living London EV N09 Limited, QDD EV N09 Limited, Get Living London EV N13 Limited and QDD EV N13 Limited for the purpose of confirming that the Unconditional Date has occurred for the purposes of the SV Agreement.

- 1.3 The covenants, restrictions and requirements imposed upon SV and Triathlon under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the LLDC as local planning authority.

2 **VARIATION OF THE SV AGREEMENT**

- 2.1 The parties agree that the SV Agreement shall be varied and supplemented as set out in the Schedule hereto.
- 2.2 The terms of the SV Agreement shall continue in effect as amended by this Deed of Variation.
- 2.3 This Deed of Variation does not release any party to it from any breaches of the SV Agreement existing at the date hereof.

3 **LOCAL LAND CHARGE**

This Deed of Variation is a local land charge and shall be registered as such.

Delivered as a deed on the date of this document

Schedule

Variation of the SV Agreement

The parties hereto agree that the SV Agreement is varied so as to be read and construed as follows:

General and Specific Definitions

- 1 The following shall be inserted, alphabetically, into clause 1.1.2:
- i) "**Consultative Access Group**" means the predecessor to the QRP Panel Member with special responsibility for access and inclusion";
 - ii) "**CAG Operating Procedures**" means operating procedures of the Consultative Access Group";
 - iii) "**Design Review Panel**" means the predecessor panel to the QRP in respect of design review matters";
 - iv) "**DRP Operating Procedures**" means operating procedures of the Design Review Panel";
 - v) "**Environmental Review Panel**" means the predecessor panel to the QRP in respect of environment and sustainability matters";

- vi) **"ERP Operating Procedures"** means operating procedures of the Environmental Review Panel";
 - vii) **"First Deed of Variation"** means a deed dated *25 March* 2014 and made between LLDC (1) the Council (2) the Secretary of State (3) SVPH1 and SVPH2 (4) SVDL (5) TfL (6) and Triathlon (7) QDD EV N10 Limited (8) Get Living London EV N10 Limited (9) QDD EV N09 Limited (10) Get Living London EV N09 Limited (11) QDD EV N13 Limited (12) Get Living London EV N13 Limited (13) ";
- 2 The definitions of "Original Panel Funding" and "Additional Panel Funding" shall be deleted from clause 1.1.2.

Initial Lettings

- 3 In Clause 9.11, insert at the end as follows:

"PROVIDED THAT, a disposal in the context of TH Affordable Housing Units will refer to the head leases granted to Triathlon."

Satisfaction of Obligations

- 4 Clause 17.1 shall be deleted and replaced with the following:

"17.1 Subject to clause 17.2, the parties agree that the obligations detailed below have been satisfied by the Zone 1 Developer or SV or LCR under the terms of the Original Agreement and/or the Revised Section 106 Agreement and/or the Zones 2-7 Agreement and/or have been satisfied by SV in the period between the date of the SV Agreement and the date of the First Deed of Variation and that accordingly the following obligations of this Agreement shall be treated as having also been satisfied and any liability under these obligations as fully discharged:"

- 5 The following new sub-clauses shall be added to Clause 17.1:

- (a) 17.1.29 Clause 9.9.2 (prior notification of the Anticipated Multi-Use Facilities Completion Date)
- (b) 17.1.30 Clause 9.10.2 (prior notification of the Anticipated Civic Offices Completion Date)
- (c) 17.1.31 paragraph 2.3.3 of Schedule 1 (approval of SV Travel Plan)
- (d) 17.1.32 paragraph 2.9.2 of Schedule 1 (review of recommendations of the Car Club Study)
- (e) 17.1.33 paragraph 5.2.1A of Schedule 1 (agreement of mechanism for establishment of the Community Development Trust)
- (f) 17.1.34 paragraph 5.7.3 of Schedule 1 (securing of a commercial operator to operate the Daycare Facilities)
- (g) 17.1.35 paragraph 7.2.2 of Schedule 1 (completion and lease of Nursery Facility and Primary School)
- (h) 17.1.36 paragraph 7.2.3 of Schedule 1 (completion and lease of Secondary School and remainder of the Primary School)

- (i) 17.1.37 paragraph 8.1.1 of Schedule 1 (submission of North Park and North Station Square Details)
- (j) 17.1.38 paragraph 8.1.4 of Schedule 1 (submission of North Park and North Station Square Management Plan)
- (k) 17.1.39 paragraph 8.1.5 of Schedule 1 (submission of Cascade Parklands Details)
- (l) 17.1.40 paragraph 8.1.7 of Schedule 1 (submission of Cascade Parklands Management Plan)
- (m) 17.1.41 paragraph 8.4.1 of Schedule 1 (submission of Crescent Park Details)
- (n) 17.1.42 paragraph 8.4.3 of Schedule 1 (submission of Crescent Park Management Plan)
- (o) 17.1.43 paragraph 8.5.1 of Schedule 1 (submission of Long Park Details)
- (p) 17.1.44 paragraph 8.5.3 of Schedule 1 (submission of Long Park Management Plan)
- (q) 17.1.45 paragraph 8.13.2 of Schedule 1 (payment of Sports Contribution to the Council)
- (r) 17.1.46 paragraph 8.24.1 of Schedule 1 (submission of Alexandra Park Details)
- (s) 17.1.47 paragraph 8.24.3 of Schedule 1 (submission of Alexandra Park Management Plan)
- (t) 17.1.48 paragraph 8.26.1 and 8.26.2 of Schedule 1 (submission of Signage Strategy)
- (u) 17.1.49 paragraph 11.1.7 of Schedule 1 (in respect only of the submission of Town Centre Link signage details)
- (v) 17.1.50 paragraph 12.8.1 of Schedule 1 (construction of Exemplar Building)
- (w) 17.1.51 paragraph 12.11 of Schedule 1 (in respect only of the submission of a strategy for inclusion of electric vehicle charging points)
- (x) 17.1.52 paragraph 13.8.14 of Schedule 1 (in respect only of the submission of a Lift Maintenance and Servicing Strategy)

Cycle Pool

6 In the 'RELEVANT DEFINITIONS' of Part 2 of Schedule 1:

(a) the definition of Cycle Pool shall be deleted and replaced with the following:

""**Cycle Hire Infrastructure**" means at least 25 bicycles and a docking station for those bicycles which shall be provided within the area shown shaded blue and marked "Cycle Docking Stations for up to 25 Cycles" on the Cycle Hire Infrastructure Plan for use by employees and residents of, and visitors to, the Development.";

(b) a new definition of Cycle Hire Infrastructure Plan shall be inserted, alphabetically, as follows:

“Cycle Hire Infrastructure Plan” means the plan numbered N1819-XX-XX-A-LDS-SK0818 attached at Annexure 35 as may be replaced from time to time with the agreement of the LLDC.”

- 7 Paragraph 2.10 of Part 2 Schedule 1 to the SV Agreement (Cycle Pool) shall be deleted and replaced with the following:

2.10 Cycle Hire Infrastructure

2.10.1 Within 14 days of the date of the First Deed of Variation SV shall pay to the LLDC the sum of £75,000 as a contribution towards the provision of the Cycle Hire Infrastructure.

2.10.2 SV shall reserve and (following a request by either TfL or LLDC) shall make available at no cost to TfL the area shown shaded blue and marked “Cycle Docking Stations for up to 25 Cycles” on the Cycle Hire Infrastructure Plan for the purposes of the provision of the Cycle Hire Infrastructure.”

Travel Information

- 8 In paragraph 2.14.2 the words “or procure the distribution of” shall be inserted between the words “distribute” and “copies”.
- 9 Delete paragraph 2.14.6 of Part 2 of Schedule 1 (requirement for web-site link with LCR web-site).
- 10 Delete all references in the SV Agreement to the Travel Centre.

Social and Community Facilities

- 11 The definition of “Multi-Use Facilities” in Part 5 of Schedule 1 shall be deleted and replaced with the following:

“Multi-Use Facilities” means facilities designed to meet the requirements of the residents and employees of the community as shown shaded mauve and identified as “Community Area” on the plans at Annexure 33.”

- 12 Paragraph 5.2.2 of Part 5 Schedule 1 to the SV Agreement (Community Development Trust) shall be deleted and replaced with the following:

- 13 “5.2.2 Not later than 31 May 2014, SV shall establish the Community Development Trust in accordance with the mechanism for establishing and the objectives of the Community Development Trust agreed pursuant to the agreement under paragraph 5.2.1(A) or as otherwise agreed by SV and LLDC.

- 14 Paragraph 5.2.5 shall be deleted and replaced as follows:

“5.2.5 Not used.”

- 15 Paragraph 5.3.5 of Part 5 Schedule 1 to the SV Agreement (Multi-use Facilities) shall be varied by the replacement of “for the benefit of” with:

- 16 “and as a gymnasium or coffee shop or pharmacy or for any other health or welfare related purpose or for any other purpose within Use Class D1 or Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 or for any purpose previously agreed with the LLDC in writing for the benefit of or to serve” ...

- 17 In Part 1 of Schedule 2 delete paragraph 3.6 (prohibition on the granting of rent free periods for the civic offices lease).

Public Access

- 18 In Part 8 of Schedule 1 the 'RELEVANT DEFINITIONS' shall be amended as follows:

(a) The following definitions shall be deleted: "Alexandra Park", "Alexandra Park Management Plan", "Cascades", "Cascade Parklands", "Cascade Parklands Management Plan", "Crescent Park", "Crescent Park Management Plan", "Long Park", "Long Park Management Plan", "North Park", "North Station Square" and "Park".

(b) The following new definitions shall be inserted, alphabetically:

- (i) "Additional Part 8 Plan" means the plan attached hereto at Annexure 36 and entitled 'East Village Public Realm Handover Areas';
- (ii) "Cascade Parklands" means together the Waterglades, Portlands, Glade Walk, Victory Parade, Fortunes Walk, Belvedere, Ulysses Place and Ravens Walk which were constructed pursuant to reserved matters approval 09/90395/REMODA and which are marked for illustrative purposes only on the Additional Part 8 Plan;
- (iii) "Cascade Parklands Management Plan" means together the North Park and North Station Square Management Plan and the Cascade Parklands Management Plan both of which were submitted to, and approved by, LLDC pursuant to application reference 13/00378/106 including any subsequent variations to that management plan as may be approved by the LLDC (in consultation with the Council);
- (iv) "De Coubertin Street" means that part of the Development Site constructed pursuant to reserved matters approval 09/90395/REMODA and which is marked for illustrative purposes only on the Additional Part 8 Plan;
- (v) "De Coubertin Street Management Plan" means the Long Park Management Plan that was submitted to, and approved by, the LLDC pursuant to application reference 13/00378/106 including any subsequent variations to that management plan as may be approved by the LLDC (in consultation with the Council);
- (vi) "International Way" means that part of the Development Site constructed pursuant to reserved matters approval 08/90364/REMODA and which is marked for illustrative purposes only on the Additional Part 8 Plan;
- (vii) "Mirabelle Gardens" means that part of the Development Site constructed pursuant to reserved matters approval 09/90395/REMODA and which is marked for illustrative purposes only on the Additional Part 8 Plan;
- (viii) "Mirabelle Gardens Management Plan" means the Crescent Park Management Plan that was submitted to, and approved by, LLDC pursuant to application reference 13/00378/106 including any subsequent variations to that management plan as may be approved by the LLDC (in consultation with the Council);
- (ix) "Park" means all or any of Prize Walk and Liberty Bridge Road, the Cascade Parklands, Mirabelle Gardens, De Coubertin Street and Victory Park;

- (x) "Prize Walk and Liberty Bridge Road" means that part of the Development Site constructed pursuant to reserved matters approval 09/90395/REMODA and which is marked for illustrative purposes only on the Additional Part 8 Plan;
- (xi) "Prize Walk and Liberty Bridge Road Management Plan" means the Alexandra Park Management Plan that was submitted to, and approved by, the LLDC pursuant to application reference 13/00378/106 including any subsequent variations to that management plan as may be approved by the LLDC (in consultation with the Council);
- (xii) "Victory Parade" means that part of the Development Site constructed pursuant to reserved matters approval 09/90395/REMODA and which is marked for illustrative purposes only on the Additional Part 8 Plan;
- (xiii) "Victory Park" means that part of the Development Site constructed pursuant to reserved matters approval 09/90395/REMODA and which is marked for illustrative purposes only on the Additional Part 8 Plan.

19 Paragraph 8.1 shall be amended as follows:

- (a) Paragraph 8.1.2 shall be deleted and replaced with the following:

"8.1.2A Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 2,500 Residential Units within the SV Land until Victory Park is open for use by the general public in accordance with paragraph 8.1.8.

8.1.2B Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 281 Residential Units within the SV Land until International Way is open for use by the general public in accordance with paragraph 8.1.8.

8.1.2C Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 2,818 Residential Units within the SV Land until Ravens Walk is open for use by the general public in accordance with paragraph 8.1.8."

- (b) The text of paragraph 8.1.3 shall be deleted and replaced with the words "Not used".

- (c) Paragraph 8.1.6 shall be deleted and replaced with the following:

"8.1.6A Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 2,500 Residential Units within the SV Land until the Waterglades, Portlands and Glade Walk (parts of Cascade Parklands) are open for use by the general public in accordance with paragraph 8.1.8.

8.1.6B Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 1,077 Residential Units within the SV Land until Victory Parade, Fortunes Walk and Belvedere (parts of Cascade Parklands) are open for use by the general public in accordance with paragraph 8.1.8.

8.1.6C Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 281 Residential Units within the SV Land until Ulysses Place (part of Cascade Parklands) is open for use by the general public in accordance with paragraph 8.1.8."

- (d) In paragraph 8.1.8 the words "Victory Park and International Way" shall be inserted after both references to "Cascade Parklands".
- (e) In paragraph 8.1.9 the references to paragraph 8.1.3 shall be deleted.
- (f) In paragraph 8.1.12 the words "approved by the ODA (in consultation with the Council)" shall be deleted and the words "Victory Park and International Way" shall be inserted after "Cascade Parklands" in the first line.

20 Paragraph 8.4 of Part 8 of Schedule 1 shall be amended as follows:

- (a) In the heading of the paragraph "Crescent Park" shall be deleted and replaced with "Mirabelle Gardens".
- (b) Paragraph 8.4.2 shall be deleted and replaced as follows:

"8.4.2 Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 1,915 Residential Units within the SV Land until Mirabelle Gardens is open for use by the general public in accordance with paragraph 8.4.4."
- (c) In paragraphs 8.4.4 and 8.4.5 all references to "Crescent Park" shall be replaced with "Mirabelle Gardens".
- (d) Paragraph 8.4.7 shall be deleted and replaced as follows:

"8.4.7 SV shall, at its own expense, manage and maintain Mirabelle Gardens for the life of the Development in accordance with the Mirabelle Gardens Management Plan."

21 Paragraph 8.5 of Part 8 of Schedule 1 shall be amended as follows:

- (a) In the heading of the paragraph "Long Park" shall be deleted and replaced with "De Coubertin Street".
- (b) Paragraph 8.5.2 shall be deleted and replaced as follows:

"8.5.2 Unless otherwise agreed with the LLDC (in consultation with the Council) SV shall not Occupy more than 1,915 Residential Units within the SV Land until De Coubertin Street is open for use by the general public in accordance with paragraph 8.5.4."
- (c) In paragraphs 8.5.4 and 8.5.5 all references to "Long Park" shall be replaced with "De Coubertin Street".
- (d) Paragraph 8.5.7 shall be deleted and replaced as follows:

"8.5.7 SV shall, at its own expense, manage and maintain De Coubertin Street for the life of the Development in accordance with the De Coubertin Street Management Plan."

22 Paragraph 8.24 of Part 8 of Schedule 1 shall be amended as follows:

- (a) In the heading of the paragraph "Alexandra Park" shall be deleted and replaced with "Prize Walk and Liberty Bridge Road";
- (b) Paragraph 8.24.2 shall be deleted and replaced with the following:

"8.24.2 Unless otherwise agreed with the LLDC (in consultation with the Council), SV shall not Occupy more than 281 Residential Units in Zones 4 and 5 unless Prize Walk and Liberty Bridge Road are open for use by the general public in accordance with paragraph 8.24.4."

(c) In paragraphs 8.24.4 and 8.24.5 the words all references to "Alexandra Park" shall be replaced with "Prize Walk and Liberty Bridge Road".

(d) Paragraph 8.24.7 shall be deleted and replaced with:

"8.24.7 SV shall, at its own expense, manage and maintain Prize Walk and Liberty Bridge Road for the life of the Development in accordance with the Prize Walk and Liberty Bridge Road Management Plan."

Toilet facilities

23 In the definition of "North Park and North Station Square Details", in Part 8 of Schedule 1 "(d) toilet facilities" shall be replaced with "not used" and an additional definition shall be added after "Public Access Routes" as follows:

"**Public Toilets**" means public toilets to be provided by SV in accordance with paragraph 8.1.13 in or in the vicinity of Plot N18 or Plot N19 the general location identified on drawing number N1819-XX-XX-A-LDS-SK-0650 attached at Annexure 34 (or in such other location as shall be agreed by LLDC in consultation with the Council)."

24 A new Paragraph 8.1.13 shall be added after Paragraph 8.1.12 of Part 8 Schedule 1 to the SV Agreement (toilet facilities) as follows:

"8.1.13 Prior to the Occupation of any retail floorspace (Classes A1, A2, A3, A4 and A5) within Plot N18 or Plot N19 SV shall install the Public Toilets in accordance with details previously approved by LLDC and unless otherwise agreed with LLDC upon installation of the Public Toilets SV shall thereafter maintain the Public Toilets in a reasonable condition and shall permit the general public to have continuous access on foot and in respect of those routes where cycles are permitted by bicycle to the Public Toilets during such hours (as previously agreed in writing by LLDC) as the Public Toilets are open to the public SUBJECT TO:

(A) Permitted Closures;

(B) any lawful requirements of the police or any other competent authority;

(C) public rights being in common with SV, SV's tenants and occupiers of any part of the SV Land."

Panels

25 Clause 9.27 shall be deleted.

26 Part 3 of Schedule 1 shall be amended as follows:

(a) The heading of "PROJECT DESIGN REVIEW PANEL" shall be deleted and replaced with: "QUALITY REVIEW PANEL";

(b) Recital (C) shall be deleted and replaced as follows:

"(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. The Design Review Panel has been disbanded and its role in design review will be undertaken instead by the London Legacy Development Corporation Quality Review Panel. The Quality Review Panel supports the planning decision making process by providing objective, impartial, independent advice to developers and to the London Legacy Development Corporation Planning Decisions Committee and Planning Officers";

- (c) Recital (D) shall be deleted;
- (d) The definitions of "Design Review Panel;" and "DRP Operating Procedures" shall be deleted and replaced with the following:

"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."

- (e) Paragraphs 3.1, 3.2 and 3.3 shall be deleted and replaced with the following:

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

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

3.3 SV covenants to pay any fees charged by the QRP in relation to any submissions that are made to it pursuant to paragraph 3.2.

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

27 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".

28 Part 12 of Schedule 1 shall be amended as follows:

- (f) Recital (C) shall be deleted and replaced with the following:

"As part of the design review process the London Legacy Development Corporation Quality Review Panel will consider sustainability and design for climate change adaption and mitigation".

- (g) The definitions of "Environmental Review Panel" and "ERP Operating Procedures" shall be deleted and the following shall be inserted, alphabetically, into the Relevant Definitions:

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

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

- (h) Paragraphs 12.1, 12.2 and 12.3 shall be deleted and replaced with the following:

12.1 Submissions to QRP and LLDC's Sustainability Consultant

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

12.1.2 SV covenants to pay any fees charged by the QRP and the LLDC's Sustainability Consultant in relation to any submissions that are made to them by SV 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 will not apply to environmental issues in relation to the Highway Works Applications."

- (i) In paragraphs 12.7.3, 12.7.4 and 12.7.5 the words "Environmental Review Panel" shall be deleted and replaced with: "LLDC's Sustainability Consultant".

29 Part 13 of Schedule 1 shall be amended as follows:

- (j) Recital (D) shall be deleted and replaced as follows:

"(D) As part of the design review process the London Legacy Development Corporation Quality Review Panel will consider matters of accessibility and inclusive design".

- (k) The definitions of "Consultative Access Group" and "CAG Operating Procedures" shall be deleted and the following shall be inserted, alphabetically, into the Relevant Definitions:

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

- (l) Paragraph 13.1 shall be deleted and replaced with the following:

13.1 Costs of QRP

SV covenants to pay any fees charged by the QRP in relation to any submissions that are made to it by SV pursuant to this Part 13."

- (m) Paragraph 13.3 shall be deleted.
- (n) In paragraph 13.4.3 reference to the "Consultative Access Group" shall be deleted and replaced with: "QRP".
- (o) In paragraph 13.5.1 the words "pursuant to paragraph 7.2 of the CAG Operation Procedures" shall be deleted and replaced with: "between the LLDC and SV".
- (p) In paragraph 13.8.7 the words "in consultation with the Consultative Access Group" shall be deleted and replaced with: "in consultation with the QRP Panel Member with special responsibility for access and inclusion".
- (q) In paragraphs 13.8.9 and 13.8.10 the words "Consultative Access Group" shall be deleted and replaced with: "the QRP Panel Member with special responsibility for access and inclusion".

Affordable Housing

- 30 The tables set out in the Appendix 1 to this Deed of Variation shall be substituted for the equivalent tables in Part 4A of the SV Agreement.
- 31 The words "Subject to paragraph 4.12A" shall be added at the beginning of paragraph 4.12:
- 32 The words from "in each case for so long as" to the end of paragraph 4.12 shall be deleted.
- 33 A new paragraph 4.12A shall be inserted as follows:

"4.12A Disposal of TH Affordable Housing Unit or TH Additional Affordable Housing Unit

4.12A.1 In the event that Triathlon shall maintain that there is no longer any need for any TH Affordable Housing Unit or TH Additional Affordable Housing Unit to be provided in the Affordable Housing tenure type required by this Agreement, then SUBJECT ALWAYS to paragraph 4.12A.2 such TH Affordable Housing Unit or TH Additional Affordable Housing Unit may either:

(A) be sold as a Market Housing Unit; or

(B) be disposed of by way of another Affordable Housing tenure as specified in this Agreement ("Alternative Affordable Housing Tenure") PROVIDED THAT this sub-paragraph 4.12A.1(B) shall not apply to the TH Social Rented Units.

4.12A.2 No TH Affordable Housing Unit or TH Additional Affordable Housing Unit shall be disposed of as provided for in paragraph 4.12A.1 unless and until:

(A) written evidence as the LLDC and/or the Council may reasonably require to demonstrate that the need for the TH Affordable Housing Unit or TH Additional Affordable Housing Unit of the Affordable Housing tenure type in question no longer subsists has been provided to both the LLDC and the Council and both the LLDC and the Council have confirmed in writing that they are satisfied the said need no longer exists; and

(B) where it is proposed to dispose of any TH Affordable Housing Unit or TH Additional Affordable Housing Unit by way of an Alternative Affordable Housing Tenure, both the LLDC and the Council have agreed in writing the Alternative Affordable Housing Tenure proposed,

PROVIDED THAT the processes provided for in this paragraph 4.12A.2 shall be completed as soon as reasonably practicable and in any event within 20 Working Days of Triathlon providing written evidence to the LLDC and the Council under 4.12.A.2(A) and in relation to a change to an Alternative Affordable Housing Tenure, the Council may during the said 20 Working Day period nominate an appropriate individual to rent or (as the case may be) acquire the unit in question for its then current Affordable Housing tenure type PROVIDED FURTHER THAT such 20 Working Day period shall be taken to be the relevant period after which a reference to the Expert might be made as provided for in clause 11.

4.12A.3 Where a TH Affordable Housing Unit or TH Additional Affordable Housing Unit is disposed of by way of an Alternative Affordable Housing Tenure pursuant to paragraph 4.12A.1(B), then upon completion of the disposal the relevant TH Affordable Housing Unit or TH Additional Affordable Housing Unit shall become subject to the provisions of this Part 4A (including for the avoidance of doubt paragraphs 4.9 and 4.11.4 where applicable) as they apply to the Alternative Affordable Housing Tenure in question.

34 In paragraph 4.19.1 of Part 4 of Schedule 1 the date "1 March 2014" shall be replaced with "1 October 2014".

SV Waivers

35 Following the provision of the TH Additional Affordable Housing Units and the TH Affordable Housing Units in accordance with paragraphs 4.1 to 4.6 of Part 4 of the SV Agreement (being when the TH Additional Affordable Housing Units and the TH Affordable Housing Units are Substantially Complete) the references to SV contained in the following definition and paragraphs shall be automatically deleted from that moment:

- a) the definition of TH Shared Equity Units under Part 4 of the SV Agreement;
- b) paragraph 4.1.1 of Part 4A of the SV Agreement;
- c) paragraph 4.2.1 of Part 4A of the SV Agreement;
- d) paragraph 4.3.1 of Part 4A of the SV Agreement;
- e) paragraph 4.4.1 of Part 4A of the SV Agreement;
- f) paragraph 4.5.1 of Part 4A of the SV Agreement; and
- g) paragraph 4.6.1 of Part 4A of the SV Agreement.

Annexures

36 The following plans which are attached at Appendix 2 of this Deed shall be inserted into the SV Agreement as new Annexures as follows:

- (a) Appendix 2A of this Deed shall be inserted as Annexure 33 - Multi-Use Facilities
- (b) Appendix 2B of this Deed shall be inserted as Annexure 34 - Toilet Facilities drawing number N1819-XX-XX-A-LDS-SK-0650
- (c) Appendix 2C of this Deed shall be inserted as Annexure 35 – Cycle Pool Plan
- (d) Appendix 2D of this Deed shall be inserted as Annexure 36 – Additional Part 8 Plan
- (e) Annexure 25 of the SV Agreement shall be replaced with the "QRP Terms of Reference" attached at Appendix 3 of this Deed.

37 Annexures 26 and 27 of the SV Agreement shall be deleted and in their places in the List of Annexures the words "Not used" shall be inserted.

EXECUTION PAGE

142b

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



[Handwritten signature]

Authorized signatory

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



[Handwritten signature]

Authorized signatory

THE CORPORATE SEAL of THE SECRETARY OF STATE FOR TRANSPORT was hereunto affixed in the presence of:))))



SEAL REF No.

DFT/5634

[Handwritten signature]

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

4390

D. Blackman

Authorized signatory

EXECUTED as a DEED by STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED acting by:)))

Director

[Handwritten signature]

Director/Secretary

[Handwritten signature]

EXECUTED as a DEED by STRATFORD)
VILLAGE PROPERTY HOLDINGS 2)
LIMITED acting by:)

Director 

~~Director/Secretary~~ 


EXECUTED as a DEED by STRATFORD)
VILLAGE DEVELOPMENT (GP))
LIMITED acting as the general partner of)
STRATFORD VILLAGE DEVELOPMENT)
PARTNERSHIP:)

Director 

~~Director/Secretary~~ 

EXECUTED as a DEED by TRIATHLON)
HOMES LLP acting by 3 members)



For and duly authorised by Southern Space Limited, Member


For and duly authorised by First Base 4 Stratford LLP, Member


For and duly authorised by East Place Limited, Member

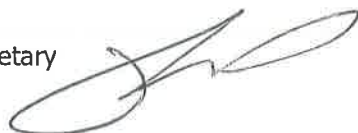
EXECUTED as a DEED by)
GET LIVING LONDON)
EV N10 LIMITED)
acting by:)

Director 

~~Director~~/Secretary 

EXECUTED as a DEED by)
QDD EV N10 LIMITED)
acting by:)

Director 

~~Director~~/Secretary 

EXECUTED as a DEED by)
GET LIVING LONDON)
EV N09 LIMITED)
acting by:)

Director 

~~Director~~/Secretary 

EXECUTED as a DEED by)
QDD EV N09)
LIMITED acting by:)

Director 

~~Director~~/Secretary 

EXECUTED as a DEED by)
GET LIVING LONDON)
EV N13 LIMITED)
acting by:)

Director 

~~Director~~/Secretary 

EXECUTED as a DEED by)
QDD EV N13)
LIMITED acting by:)

Director 

~~Director~~/Secretary 

**Appendix 1
Part 4A Tables**

**TH SOCIAL RENTED
UNITS**

**(675
Units)**

| | | | | | | | Total number of units |
|--------------|------|--------------------|-----------------|------------|------------|------------|-----------------------------|
| Zone | Plot | Building/ Block | 1 bed/ 2 bed | 2 bed | 3 bed | 4 bed | |
| 4 | N13 | | 0 | 16 | 11 | 5 | 32 |
| 4 | N14 | | 10 | 11 | 7 | 16 | 44 |
| 4 | N15 | | 8 | 42 | 19 | 22 | 91 |
| 4 | N26 | | 4 | 27 | 40 | 12 | 83 |
| 5 | NO1 | | 0 | 0 | 0 | 0 | 0 |
| 5 | NO2 | | 15 | 32 | 15 | 22 | 84 |
| 5 | NO3 | | 8 | 45 | 15 | 22 | 90 |
| 5 | NO4 | | 1 | 45 | 13 | 22 | 81 |
| 5 | NO7 | | 13 | 39 | 16 | 18 | 86 |
| 5 | NO9 | | 0 | 0 | 0 | 0 | 0 |
| 5 | N10 | | 7 | 30 | 24 | 10 | 71 |
| 4 | N10 | | | | 3 | 10 | 13 |
| Total | | | 66 | 287 | 163 | 159 | 675 |

**TH DISCOUNT MARKET RENTED
UNITS (INTERMEDIATE RENT IN
THE SWHS)**

(92 Units)

| | | | | | | Total number of units |
|--|------|--------------------|-----------|-----------|----------|-----------------------------|
| Zone | Plot | Building/ Block | 1 bed/ | 2 bed | 3 bed | |
| 4 | N13 | | 9 | 0 | 0 | 9 |
| 4 | N14 | | 0 | 0 | 0 | 0 |
| 4 | N15 | | 0 | 1 | 0 | 1 |
| 4 | N26 | | 5 | 4 | 2 | 11 |
| 5 | NO1 | | 0 | 0 | 2 | 2 |
| 5 | NO2 | | 0 | 8 | 0 | 8 |
| 5 | NO3 | | 0 | 3 | 0 | 3 |
| 5 | NO4 | | 9 | 8 | 0 | 17 |
| 5 | NO7 | | 2 | 0 | 2 | 4 |
| 5 | NO9 | | 0 | 32 | 0 | 32 |
| 5 | N10 | | 3 | 0 | 2 | 5 |
| Total number of TH Discounted Market Rented Units | | | 28 | 56 | 8 | 92 |

**TH SHARED EQUITY
UNITS**

(79 Units)

| | | | | | | Total Number of units |
|---|------|--------------------|-----------|-----------|----------|-----------------------------|
| Zone | Plot | Building/ Block | 1 bed/ | 2 bed | 3 bed | |
| 4 | N13 | | 7 | 0 | 0 | 7 |
| 4 | N14 | | 11 | 4 | 0 | 15 |
| 4 | N15 | | 6 | 10 | 0 | 16 |
| 4 | N26 | | 6 | 9 | 0 | 15 |
| 5 | NO1 | | 0 | 0 | 0 | 0 |
| 5 | NO2 | | 0 | 2 | 0 | 2 |
| 5 | NO3 | | 0 | 0 | 0 | 0 |
| 5 | NO4 | | 3 | 5 | 0 | 8 |
| 5 | NO7 | | 3 | 3 | 1 | 7 |
| 5 | NO9 | | 0 | 0 | 0 | 0 |
| 5 | N10 | | 2 | 6 | 1 | 9 |
| Total number of TH Shared Equity Units | | | 38 | 39 | 2 | 79 |

TH SHARED OWNERSHIP UNITS

(158 Units)

| | | | | | | Total Number of units |
|--|------|--------------------|-----------------|-----------|-----------|--------------------------|
| Zone | Plot | Building/ Block | 1 bed/ 2 bed | 2 bed | 3 bed | |
| 4 | N13 | | 2 | 0 | 0 | 2 |
| 4 | N14 | | 14 | 0 | 2 | 16 |
| 4 | N15 | | 14 | 1 | 0 | 15 |
| 4 | N26 | | 0 | 5 | 0 | 5 |
| 5 | NO1 | | 0 | 25 | 8 | 33 |
| 5 | NO2 | | 1 | 18 | 0 | 19 |
| 5 | NO3 | | 6 | 14 | 0 | 20 |
| 5 | NO4 | | 1 | 4 | 1 | 6 |
| 5 | NO7 | | 10 | 11 | 0 | 21 |
| 5 | NO9 | | 0 | 9 | 0 | 9 |
| 5 | N10 | | 2 | 8 | 2 | 12 |
| Total number of TH Shared Ownership units | | | 50 | 95 | 13 | 158 |

TH ADDITIONAL DMR UNITS (264 Units)

| | | | | | | Total Number of units |
|--|------|--------------------|-----------|------------|-----------|-----------------------------|
| Zone | Plot | Building/ Block | 1 bed/ | 2 bed | 3 bed | |
| 4 | N13 | | 0 | 0 | 0 | 0 |
| 4 | N14 | | 0 | 0 | 0 | 0 |
| 4 | N15 | | 13 | 47 | 10 | 70 |
| 4 | N26 | | 0 | 30 | 10 | 40 |
| 5 | NO1 | | 7 | 14 | 14 | 35 |
| 5 | NO2 | | 1 | 24 | 12 | 37 |
| 5 | NO3 | | 0 | 0 | 0 | 0 |
| 5 | NO4 | | 7 | 41 | 15 | 63 |
| 5 | NO7 | | 0 | 0 | 0 | 0 |
| 5 | NO9 | | 0 | 19 | 0 | 19 |
| 5 | N10 | | 0 | 0 | 0 | 0 |
| Total number of TH Additional DMR Units | | | 28 | 175 | 61 | 264 |

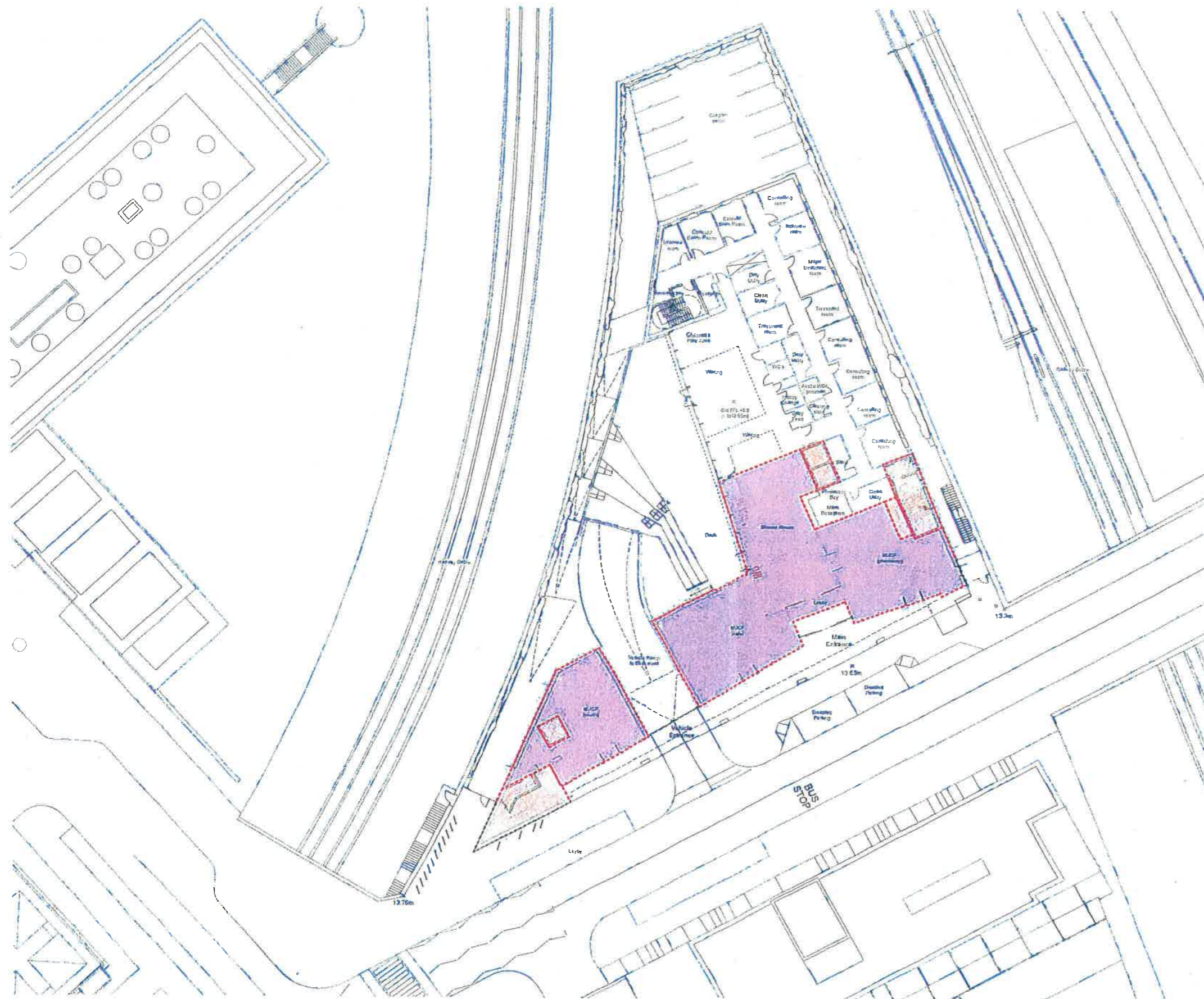
**TH ADDITIONAL SO UNITS
(111 Units)**

| | | | | | | Total Number of units |
|--|------|--------------------|-----------|-----------|-----------|-----------------------------|
| Zone | Plot | Building/ Block | 1 bed/ | 2 bed | 3 bed | |
| 4 | N13 | | 0 | 0 | 0 | 0 |
| 4 | N14 | | 0 | 24 | 12 | 36 |
| 4 | N15 | | 0 | 0 | 0 | 0 |
| 4 | N26 | | 0 | 0 | 0 | 0 |
| 5 | NO1 | | 0 | 0 | 0 | 0 |
| 5 | NO2 | | 0 | 0 | 0 | 0 |
| 5 | NO3 | | 1 | 20 | 10 | 31 |
| 5 | NO4 | | 0 | 0 | 0 | 0 |
| 5 | NO7 | | 0 | 0 | 0 | 0 |
| 5 | NO9 | | 0 | 2 | 0 | 2 |
| 4 | N10 | | 14 | 12 | 16 | 42 |
| Total number of TH Additional S O Units | | | 15 | 58 | 38 | 111 |

**Appendix 2
Plans**

Appendix 2A

Annexure 33 -- Multi-Use Facilities



GEA (ZMP method)
Ground Floor
1200@A1

All Internal layouts indicative only.

Total Ground Floor Community Area
558 sqm

Shared Ground Floor Circulation & Services
96 sqm

Total MUCP area allocation
654 sqm

Dis

AMR

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

[Signature]

Authorised Signatory



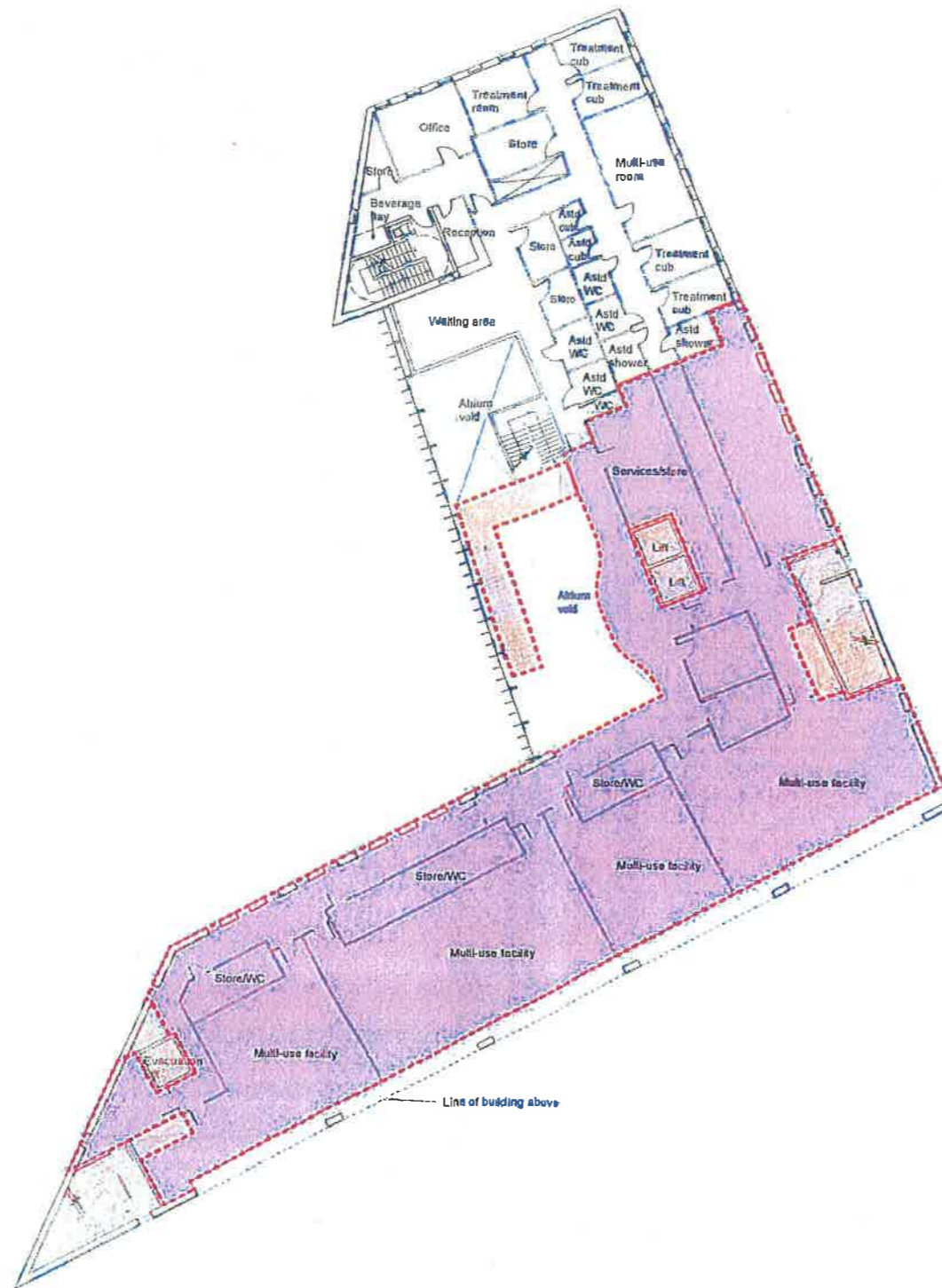
GEA (ZMP method)
First Floor
1:200 @ A1

All internal layouts indicative only.

 Total Floor Community Area
942 sqm

 Shared Floor Circulation & Services
128 sqm

Total MUCF area allocation
906 sqm



DB

[Handwritten signatures and initials]

THE COMMON SEAL OF THE
LONDON BOROUGH OF NEWHAM
was hereunto affixed in
the presence of

[Handwritten initials]

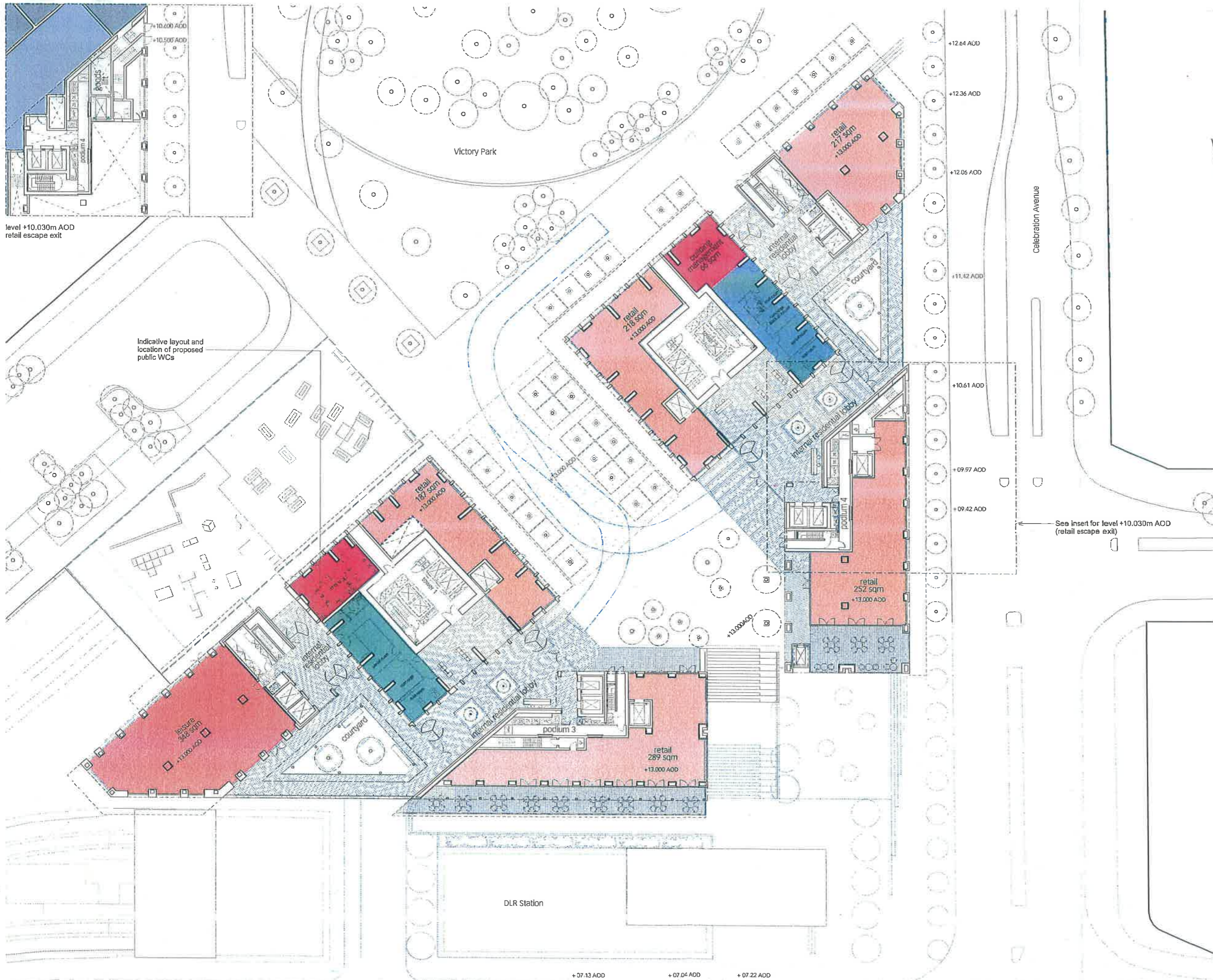
Authorized Signatory



Appendix 2B

Annexure 34

Toilet Facilities drawing number N1819-XX-XX-A-LDS0-SK-0650



rev date by chk revisions

Handwritten initials and signatures in blue ink, including 'DBS' and 'LDS'.

notes
 This drawing is the property of Lifschutz Davidson Sandilands Ltd. No disclosure or copy of it may be made without the written permission of Lifschutz Davidson Sandilands Ltd.
 All designs are subject to further design development and technical validation in terms of structural, MEP services, fire, transport and acoustic engineering. Location and configuration of public WCs are indicative and subject to design development.
 Stair configuration to cover P1, P2, P3 and P4 is in accordance

- land use
- retail
 - leisure
 - management offices
 - residential lobby
 - residential
 - car park / refuse
 - plant
- access
- residential entrance
 - retail entrance
 - car park / refuse entrance
- key plan



east village
 london E20

client
QATAR DELANCEY
 DARS
 architect

Lifschutz Davidson Sandilands
 Island Studios
 22 St. Peter's Square
 London W6 9NW
 United Kingdom
 T +44 (0)20 8600 4800
 mail@lds-uk.com
 LDS job no. 876D

status
 INFORMATION

drawing title
 N18-19
 proposed public WC location plan
 Level 00 FFL +13.00 AOD

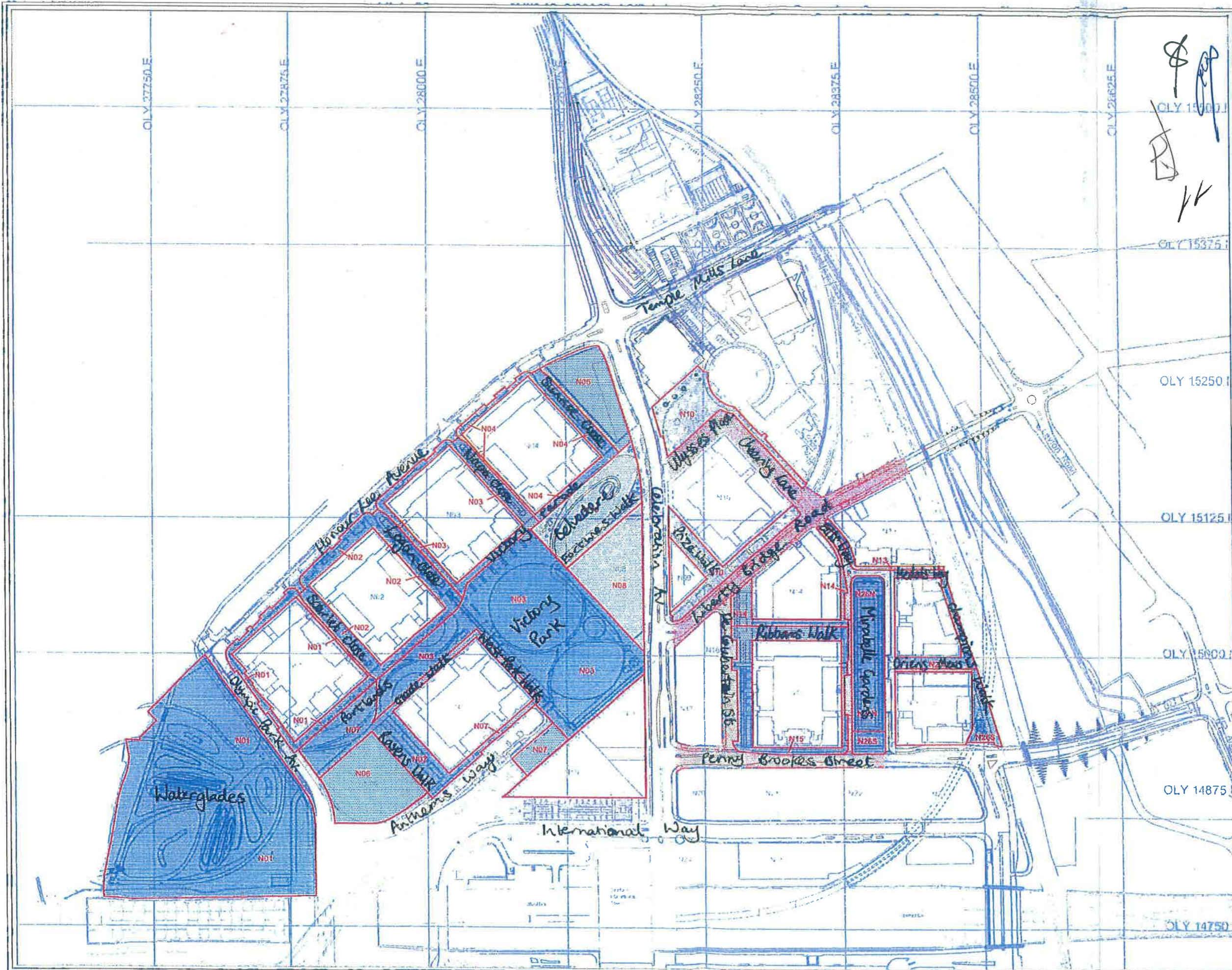
| scale at A1 | scale at A3 | drawn | date |
|-------------|-------------|-------|-------|
| 1:250 | 1:500 | HG | 12.13 |

drawing no. N1819-XX-XX-A-LDS-SK-0650 rev.

Appendix 2C
Annexure 35 – Cycle Pool Plan

Appendix 2D

Annexure 36 – Additional Part 8 Plan



| | |
|--------------|------------------|
| Light Green | Phase 1 Adoption |
| Light Blue | Phase 2 Adoption |
| Light Yellow | Phase 3 Adoption |
| Light Orange | Phase 4 Adoption |
| Light Red | Phase 5 Adoption |

LEGEND

| | |
|--------------|-----------------------|
| Blue Hatched | IC CERTIFICATED |
| Dark Blue | PUBLIC REALM HANDOVER |
| Light Green | PHASE 1 ADOPTION |
| Light Blue | PHASE 2 ADOPTION |
| Light Yellow | PHASE 3 ADOPTION |
| Light Orange | PHASE 4 ADOPTION |
| Light Red | PHASE 5 ADOPTION |

Additional Part
8 Plan

| | |
|-----------------------|-------------|
| IC CERTIFICATED | NO. OF LOTS |
| PUBLIC REALM HANDOVER | NO. OF LOTS |
| PHASE 1 ADOPTION | NO. OF LOTS |
| PHASE 2 ADOPTION | NO. OF LOTS |
| PHASE 3 ADOPTION | NO. OF LOTS |
| PHASE 4 ADOPTION | NO. OF LOTS |
| PHASE 5 ADOPTION | NO. OF LOTS |

Lend Lease
east village
london

NO DUTY & INJURY FREE: THE LEND LEASE WAY



Lend Lease
East Village
Public Realm
Handover Areas

| | | |
|-----------------------|-------|------|
| PROJECT | SCALE | DATE |
| RETROFIT | NTS | A0 |
| PROJECT NO. | DATE | NO. |
| LL-B0824-PR-06-HO-001 | | 01 |

DB
C...
[Handwritten signatures and initials]

Appendix 3
QRP Terms of Reference



London Legacy Development Corporation Quality Review Panel: Terms of Reference

12th October 2012

Introduction

The London Legacy Development Corporation (the Legacy Corporation)¹ 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 will also become the planning authority, from October 2012, for the Mayoral development area.

As part of its commitment to high quality design, and in compliance with a condition of planning consent for the legacy masterplan, 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, to developers and to the Legacy Corporation on development proposals in the Mayoral development area.

The panel will include between 12 and 15 leading professionals and comprise of people working in architecture, landscape architecture, urban design, environmental sustainability, inclusive design, civil engineering, economic viability, and development delivery. Panel members from other disciplines may also be included, when particular expertise is required.

Panel Remit

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

The Legacy Corporation will seek independent advice from the panel at the strategic design stage to identify and consider key assumptions of their development proposals. To achieve this objective the panel will be invited to comment on schemes at workshops at an early pre-application stage. Also design teams working on schemes in the wider Mayoral development area will be encouraged to consult the panel early. The independent advice given by the panel is likely to be effective when

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

given before designs become too fixed. This is intended to reduce the risk of delay at application stage, by ensuring that designs reach an acceptable standard.

At formal pre-application advice stage and when planning applications are submitted the panel will conduct more formal reviews and the independent advice will be addressed to the Legacy Corporation Planning Decisions Team, as well as to those promoting development. At this stage, the panel's comments will 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 will consider significant development within the Mayoral development area. The significance of development proposals may not necessarily depend on size, and some 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, eg 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

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 will be 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 will comprise a chair and between 12 to 15 panel members. One or two vice-chairs may also be drawn from the panel members. The people appointed to the panel will cover areas of expertise listed below and be represented proportionally as indicated:

- 6 architects/urban designers
- 1 town planner
- 1 landscape architect
- 1 expert in sustainability
- 1 property developer
- 1 inclusive design expert
- 1 academic / urban sociologist

If more than 12 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.

At least 5 of the panel members should provide local knowledge. At least 5 panel members should have previous experience of design review. The panel should aim to mirror the diversity of the community it serves.

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 to be provisionally booked once a month for the 12 months beginning August 2012. These may be used for either workshop or formal reviews as appropriate to the projects reviewed.

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

Ideally, each whole day should be held in diaries, to allow flexibility to arrange site visits, or review more than one scheme. Confirmation of timings will be made once agendas have been fixed.

Six 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 2012/2013:

- Thursday 9 August 2012
- Thursday 6 September 2012
- Thursday 11 October 2012
- Thursday 15 November 2012
- Wednesday 12 December 2012
- Thursday 17 January 2013
- Thursday 7 February 2013
- Thursday 14 March 2013
- Thursday 18 April 2013
- Thursday 16 May 2013
- Thursday 13 June 2013
- Thursday 11 July 2013

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 object 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 will be 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 Legacy Corporation's legal department 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.

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 B (design brief). 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. Between 3 and 5 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. Typically, the planning authority 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. In these cases, the smaller informal 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 C (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. Between 5 and 7 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.

The planning authority, 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. The scheme will be presented by a member of the design team, normally the architect, following a brief introduction by the client. In most cases pinned up A1 or A0 drawings and models will be encouraged, so that these can easily be referred to during the panel discussion. However, PowerPoint

presentations will be considered, and may be appropriate where large numbers of drawings are presented.

Formal reviews may also be used to consider returning schemes, if there has been a change of design team, or where substantial changes have been made.

Time allocated for formal reviews will depend on the scale of project. For a single building, a typical workshop 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, ie. a 30 minutes 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.

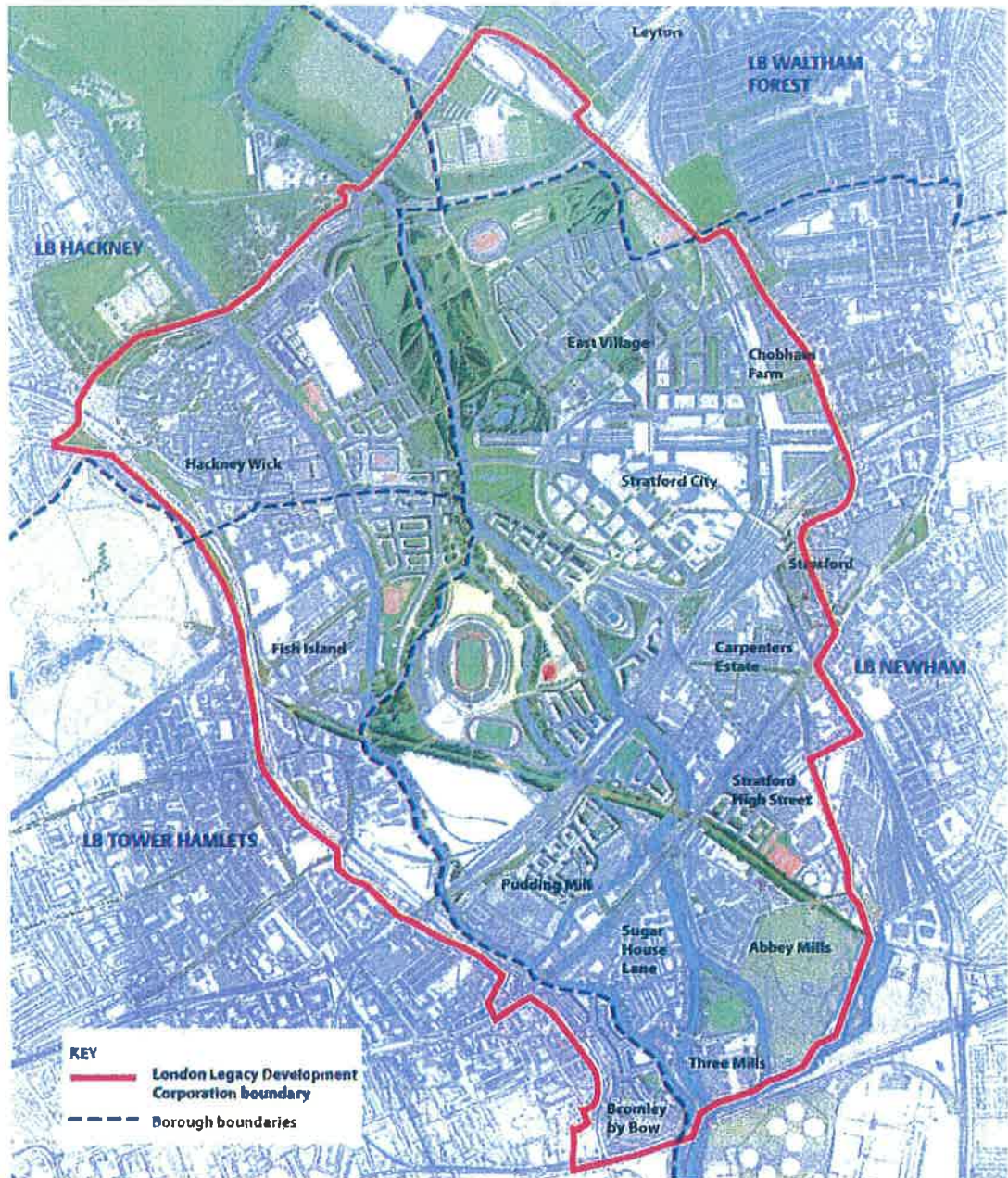
At pre-application stage panel reports will provide clear, independent advice on ways in which the quality of development proposals could be improved. This may assist the Legacy Corporation Planning Decisions Team in negotiating design improvements.

Once planning applications are submitted, the report may provide guidance to the Legacy Corporation 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.

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. 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.londonlegacy.co.uk

Olympic Delivery Authority Planning Decisions Team

pdt.london2012.com

Publications

London 2012 Sustainable Design (Wiley, 2012)

Design review: principles and practice (CABE, 2009)

Design review: how CABE evaluates quality in architecture and urban design (CABE, 2006)

Building in context (CABE/EH, 2002)

Guidance on tall buildings (CABE/EH, 2007)



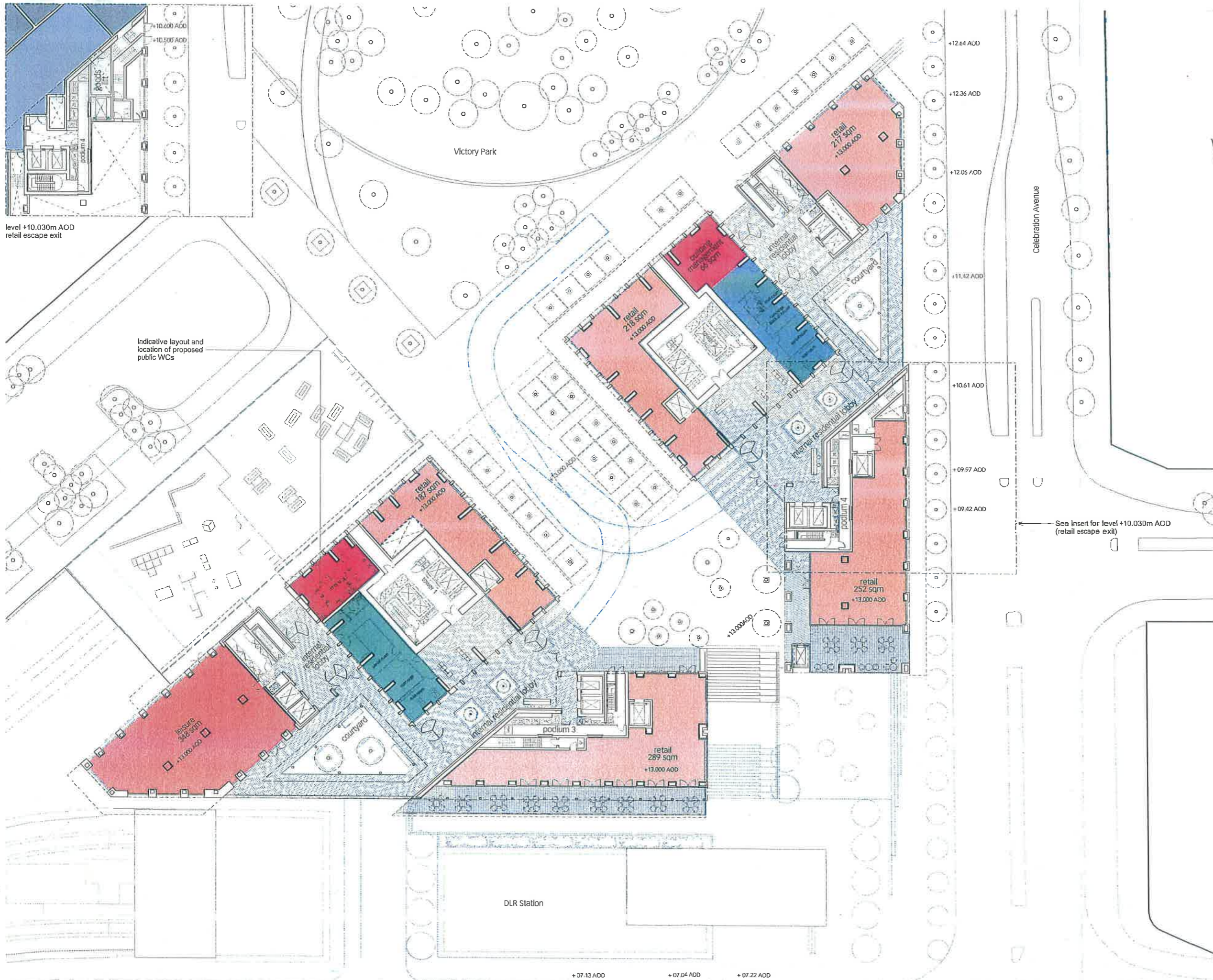
Appendix 8

Additional Part 8 Plan 2014



Appendix 9

DoV Annexure 34 WC Facilities



level +10.030m AOD
retail escape exit

Indicative layout and location of proposed public WCs

rev date by chk revisions

Handwritten notes and signatures in blue ink, including initials like 'DBS' and 'LDS'.

notes

This drawing is the property of Lifschutz Davidson Sandilands Ltd. No disclosure or copy of it may be made without the written permission of Lifschutz Davidson Sandilands Ltd.
All designs are subject to further design development and technical validation in terms of structural, MEP services, fire, transport and acoustic engineering. Location and configuration of public WCs are indicative and subject to design development.
Stair configuration to cover P1, P2, P3 and P4 is in accordance

land use

- retail
- leisure
- management offices
- residential lobby
- residential
- car park / refuse
- plant

access

- residential entrance
- retail entrance
- car park / refuse entrance

key plan



east village
london E20

client



architect

Lifschutz Davidson Sandilands

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T +44 (0)20 8600 4800
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LDS job no. 876D

status
INFORMATION

drawing title
N18-19
proposed public WC location plan
Level 00 FFL +13.00 AOD

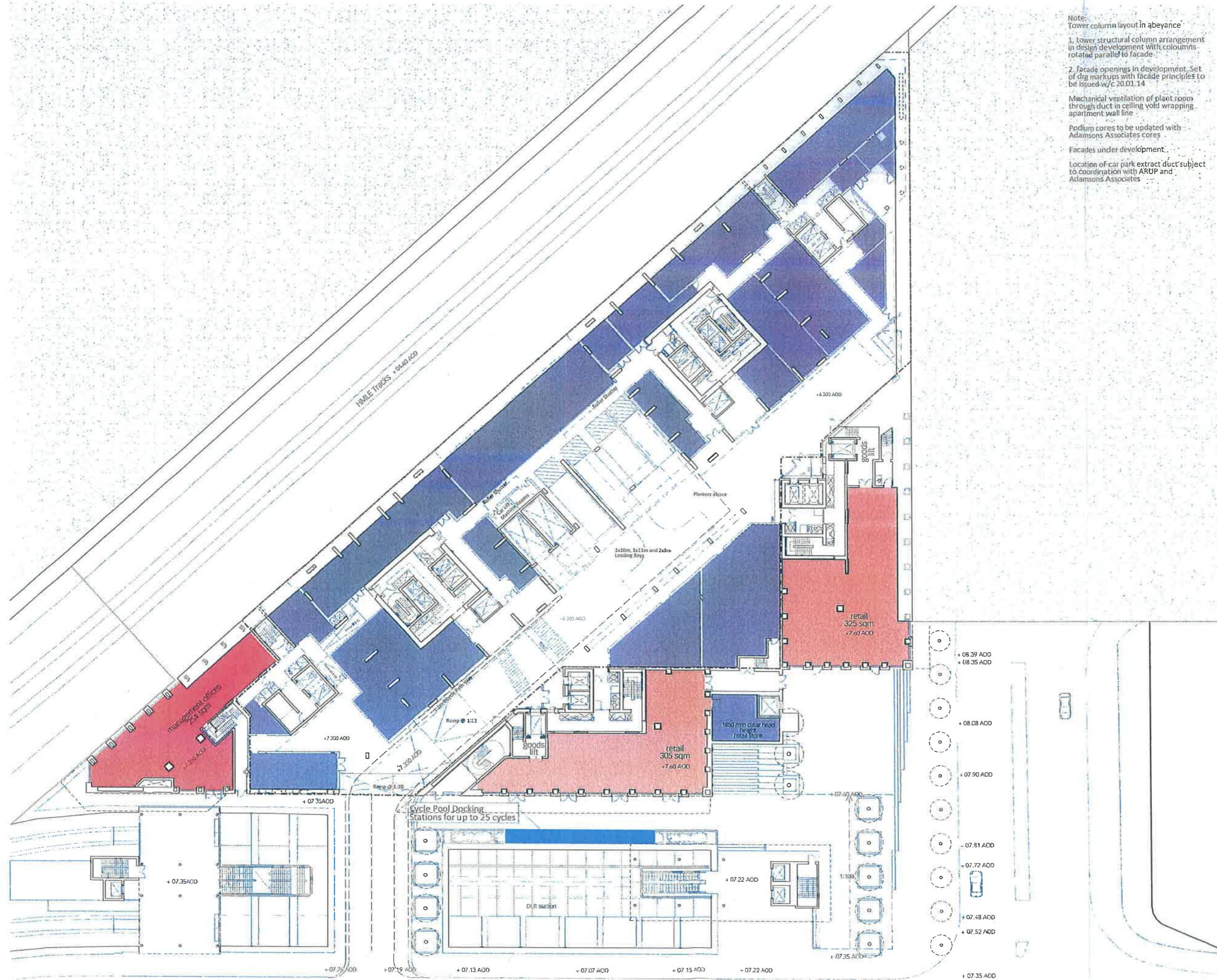
| scale at A1 | scale at A3 | drawn | date |
|-------------|-------------|-------|-------|
| 1:250 | 1:500 | HG | 12.13 |

drawing no. N1819-XX-XX-A-LDS-SK-0650 rev.



Appendix 10

DoV Annexure 35 Cycle Docking Facilities



Note:
Tower column layout in abeyance

1. tower structural column arrangement in design development with columns rotated parallel to facade
2. facade openings in development. Set of drg markups with facade principles to be issued w/c 20.01.14

Mechanical ventilation of plant room through duct in ceiling void wrapping apartment wall line

Podium cores to be updated with Adamsons Associates cores

Facades under development

Location of car park extract duct subject to coordination with ARUP and Adamsons Associates

rev date by revisions
17.01.14 HG coordination issue

Handwritten signatures and initials: \$, [unclear], [unclear], [unclear], [unclear], [unclear], [unclear], [unclear], [unclear], [unclear]

notes

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All designs are subject to further design development and technical validation in terms of structural, MEP services, fire, transport and acoustic engineering.

land use

- retail
- leisure
- management offices
- residential lobby
- residential
- car park / refuse
- plant

--- area enclosed awaiting update of AA background



east village london E20

client

QATARI DELANCEY

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LDS job no. 876D

status INFORMATION

drawing title
(25 No.) Cycle Pool Docking Station Location C Level B1 FFL +7.60 AOD

scale at A1 1:250 scale at A3 1:500 drawn AU date 01.29

drawing no. N1819-XX-XX-A-LDS-SK0818 rev.



Appendix 11

Open Space Strategy Extracts

STRATFORD

CITY

OPEN SPACE

STRATEGY

UPDATE

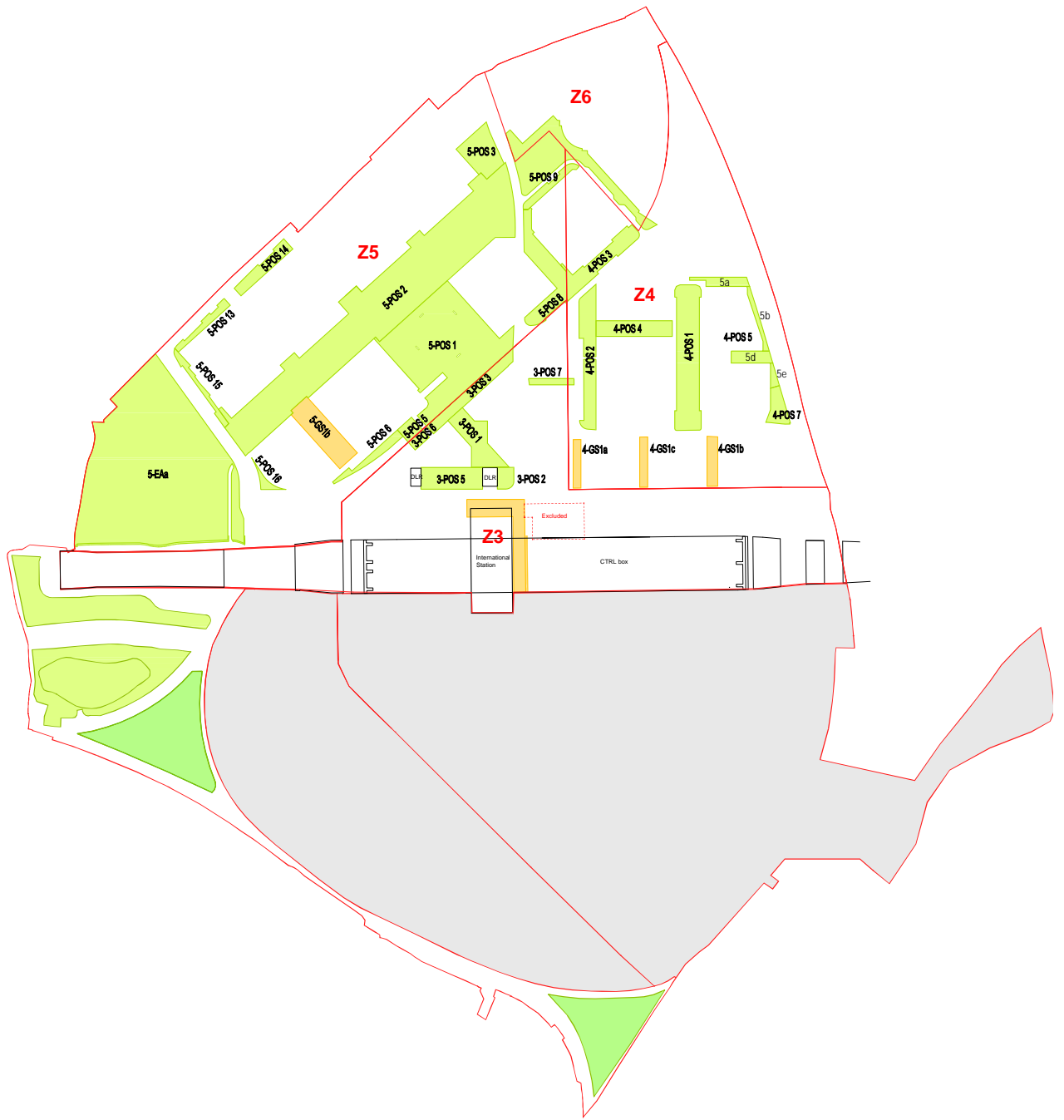
ZONES 3-6

To be read with 12th October 2007 Design Statement

DECEMBER 2010

FPA-B0815-SW-08-TYP-002 REV05

Appendix 1 Open space schedule of areas



Illustrative plan of open space provision, December 2010

Northern zones open space schedule - outline consent illustrative proposal
Refer to Open Space Strategy 2004

| | | Zone 3 | Zone 4 | Zone 5 | Zone 6 | Zone 7 | Subtotal per type of open space |
|----------------------------------|-----------|--------------|--------------|---------------|----------|---------------|---------------------------------|
| Public open space - total | | 7,249 | 3,986 | 72,207 | 0 | 17,310 | 100,752 |
| Public open space - subtotal | POS | 7,249 | 3,986 | 33,572 | 0 | 0 | 44,807 |
| | POS 1 | 4,300 | 2,527 | 15,037 | | | |
| | POS 2 | 385 | 1,459 | 870 | | | |
| | POS 3 | 850 | | 280 | | | |
| | POS 4 | 1,714 | | 2,925 | | | |
| | POS 5 | | | 1,590 | | | |
| | POS 6 | | | | | | |
| | POS 7 | | | | | | |
| | POS 8 | | | | | | |
| | POS 9 | | | 1,630 | | | |
| | POS 10 | | | 240 | | | |
| | POS 11 | | | 375 | | | |
| | POS 12 | | | 765 | | | |
| | POS 13 | | | 610 | | | |
| | POS 14 | | | 1,010 | | | |
| | POS 15 | | | 8,240 | | | |
| Accessible ecological area | EA | 0 | 0 | 25,315 | 0 | 17,310 | 42,625 |
| | EaA | | | 25,315 | | 6,460 | |
| | EAb | | | | | 10,850 | |
| MUGA | MUGA | 0 | 0 | 0 | 0 | 0 | 0 |
| | MUGAa | | | | | | |
| Water feature | WF | 0 | 0 | 13,320 | 0 | 0 | 13,320 |
| | WFa | | | 13,320 | | | |
| | WFb | | | | | | |
| Urban green space total | GS | 835 | 0 | 1,545 | 0 | 14,590 | 16,970 |
| Public Realm | GS1 | 835 | 0 | 1,545 | 0 | 0 | 2,380 |
| | GS1a | 835 | | 695 | | | |
| | GS1b | | | 215 | | | |
| | GS1c | | | 635 | | | |
| | GS1d | | | | | | |
| | GS1e | | | | | | |
| | GS1f | | | | | | |
| | GS1g | | | | | | |
| | GS1h | | | | | | |
| | GS1i | | | | | | |
| | GS1j | | | | | | |
| | GS1k | | | | | | |
| | GS1l | | | | | | |
| | GS1m | | | | | | |
| | GS1n | | | | | | |
| | GS1o | | | | | | |
| | GS1p | | | | | | |
| | GS1q | | | | | | |
| | GS1r | | | | | | |
| | GS1s | | | | | | |
| | GS1t | | | | | | |
| | GS2 | | | | | | 0 |
| | GS2a | | | | | | |
| | GS2b | | | | | | |
| | GS2c | | | | | | |
| | GS2d | | | | | | |
| | GS2e | | | | | | |
| | GS2f | | | | | | |
| | EAN | 0 | 0 | 0 | 0 | 14,590 | 14,590 |
| | EANa | | | | | 6,090 | |
| | EANb | | | | | 8,500 | |
| | SPF | 0 | 0 | 0 | 0 | 0 | 0 |
| | SPFa | | | | | | |

| | |
|--|----------------|
| Total - Zones 3-7 Open Space and Urban Green Space in m² | 117,722 |
| Total - Zones 3-7 Open Space and Urban Green Space in hectares | 11.77 |

NOTES

1. ALL AREAS AREA STATED IN SQUARE METRES
2. ALL OUTLINE AREAS ARE AS PER STRATFORD CITY OPEN SPACE STRATEGY, APRIL 2004

Northern zones open space schedule - December 2010 illustrative proposal
Refer to illustrative plan on page 17

| | | Zone 3 | Zone 4 | Zone 5 | Zone 6 | Zone 7 | Subtotal per type of open space |
|--|-----------|--------------|---------------|---------------|----------|---------------|---------------------------------|
| Public open space - total | | 6,096 | 12,513 | 73,359 | 0 | 17,310 | 109,278 |
| Public open space - subtotal | POS | 6,096 | 12,513 | 46,080 | 0 | 0 | 64,689 |
| | POS 1 | 1,880 | 4,358 | 11,502 | | | |
| | POS 2 | 435 | 2,406 | 21,500 | | | |
| | POS 3 | 1,478 | 1,812 | 1,764 | | | |
| | POS 4 | | 1,520 | | | | |
| | POS 5 | 1,697 | 1,690 | 367 | | | |
| | POS 6 | 250 | | 663 | | | |
| | POS 7 | 356 | 727 | | | | |
| | POS 8 | | | 2,496 | | | |
| | POS 9 | | | 5,424 | | | |
| | POS 10 | | | | | | |
| | POS 11 | | | | | | |
| | POS 12 | | | | | | |
| | POS 13 | | | 577 | | | |
| | POS 14 | | | 1,008 | | | |
| | POS 15 | | | 550 | | | |
| | POS 16 | | | 229 | | | |
| Accessible ecological area | EA | 0 | 0 | 27,279 | 0 | 17,310 | 44,589 |
| | EaA | | | 27,279 | | 6,460 | |
| | EaB | | | | | 10,850 | |
| MUGA | MUGA | 0 | 0 | 0 | 0 | 0 | 0 |
| | MUGAa | | | | | | |
| Water feature | WF | 0 | 0 | 0 | 0 | 0 | 0 |
| | WFa | | | | | | |
| Urban green space total | GS | 2,409 | 1,661 | 2,278 | 0 | 14,590 | 20,938 |
| Public Realm | GS1 | 2,409 | 1,661 | 2,278 | 0 | 0 | 6,348 |
| | GS1a | 2,409 | 476 | | | | |
| | GS1b | | 656 | 2,278 | | | |
| | GS1c | | 529 | | | | |
| | GS1d | | | | | | |
| | EAN | 0 | 0 | 0 | 0 | 14,590 | 14,590 |
| | EANa | | | | | 6,090 | |
| | EANb | | | | | 8,500 | |
| Total - Zones 3-7 Open Space and Urban Green Space in m² | | | | | | | 130,216 |
| Total - Zones 3-7 Open Space and Urban Green Space in hectares | | | | | | | 13.022 |

1. Refer to FPA drawing FPA-B0815-SW-20-GRD-ZMP-122_Rev I
2. All areas are stated in square metres
3. Parameter/Development Specification figures are taken from Appendix A of the outline planning application development specification
4. 'Public Open Space' areas are taken from Parameter Plan 5 'Open space'
5. Secondary areas are not shown on parameter plans, but are committed to by the zonal floor space schedule
6. Managed ecological areas may be classified as 'Green Spaces' in accordance with UDP specification
7. Above vertical retaining walls an offset of 1m from top of wall has been assumed
8. Zones 1 and 2 not shown
9. Public open space allocation excludes school playing fields located on MOL outside the Newham Planning application (with the exception of the multi use games area, which has been shown within the Zone 6 public open space figure).

Please note: The indicative measures shown in the above table are illustrative only. They demonstrate the ability of the site to meet open space standards with the density proposed. Specific levels of open space provision are outlined in the background section to this document.



Appendix 12

Diagram showing delivery of Open Space areas

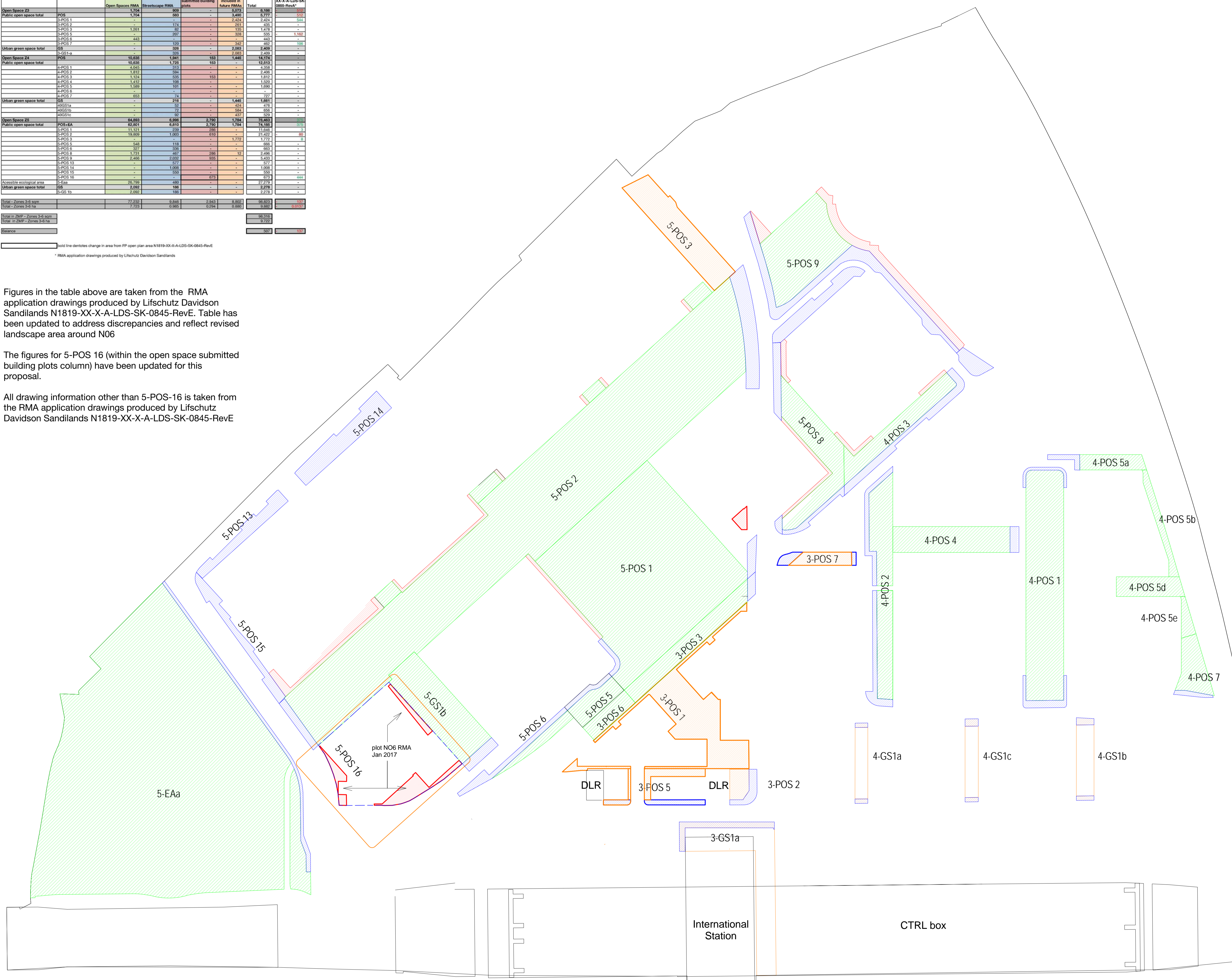
| | Open Spaces RMA | Streetscape RMA | Open space within identified building plots | Areas to be included in future RMA | Total | Change in area from FP open area plan N1819-XX-X-A-LDS-SK-0845-RevA* |
|--------------------------------------|-----------------|-----------------|---|------------------------------------|--------|--|
| Open Space Z3 | 1,704 | 99 | - | 6,373 | 8,176 | 512 |
| Public open space total | 1,704 | 663 | - | 3,490 | 5,777 | 512 |
| 5-POS 1 | - | - | - | 2,424 | 2,424 | 564 |
| 5-POS 2 | - | - | - | 261 | 435 | - |
| 5-POS 3 | 1,261 | 82 | - | 135 | 1,478 | - |
| 5-POS 5 | - | 207 | - | 208 | 335 | 1,162 |
| 5-POS 6 | 443 | - | - | - | 443 | - |
| 5-POS 7 | - | 130 | - | 342 | 452 | 105 |
| Urban green space total | GS | 326 | - | 2,083 | 2,409 | - |
| 5-GS1a | - | 326 | - | 2,083 | 2,409 | - |
| Open Space Z4 | 10,636 | 1,841 | 163 | 1,446 | 14,174 | - |
| Public open space total | 10,636 | 1,725 | 163 | - | 12,524 | - |
| 4-POS 1 | 4,045 | 333 | - | - | 4,378 | - |
| 4-POS 2 | 1,812 | 584 | - | - | 2,396 | - |
| 4-POS 3 | 1,134 | 135 | 153 | - | 1,422 | - |
| 4-POS 4 | 1,412 | 108 | - | - | 1,520 | - |
| 4-POS 5 | 1,389 | 101 | - | - | 1,490 | - |
| 4-POS 6 | - | - | - | - | - | - |
| 4-POS 7 | 853 | 218 | - | 1,446 | 2,277 | - |
| Urban green space total | GS | 218 | - | 1,446 | 1,882 | - |
| 4-GS1a | - | 52 | - | 424 | 476 | - |
| 4-GS1b | - | 72 | - | 584 | 656 | - |
| 4-GS1c | - | 92 | - | 437 | 529 | - |
| Open Space Z5 | 64,883 | 6,936 | 2,780 | 1,784 | 76,463 | 318 |
| Public open space total | 62,851 | 6,812 | 2,780 | 1,784 | 74,227 | 318 |
| 5-POS 1 | 11,173 | 239 | 280 | - | 11,692 | 3 |
| 5-POS 2 | 19,800 | 1,603 | 810 | - | 21,452 | 80 |
| 5-POS 3 | - | - | - | 1,772 | 1,772 | 8 |
| 5-POS 5 | 448 | 133 | - | - | 581 | - |
| 5-POS 6 | 327 | 338 | - | - | 665 | - |
| 5-POS 8 | 1,731 | 407 | 386 | 12 | 2,496 | - |
| 5-POS 9 | 2,460 | 2,052 | 355 | - | 4,867 | - |
| 5-POS 13 | - | 577 | - | - | 577 | - |
| 5-POS 14 | - | 1,068 | - | - | 1,068 | - |
| 5-POS 15 | - | 550 | - | - | 550 | - |
| 5-POS 16 | - | - | 873 | - | 873 | 442 |
| Accessible ecological area | 5-EAa | 26,799 | 480 | - | 27,279 | - |
| Urban green space total | GS | 2,092 | 186 | - | 2,278 | - |
| 5-GS 1b | - | 186 | - | - | 2,278 | - |
| Total - Zones 3-6 open | 77,732 | 9,845 | 2,943 | 8,802 | 94,222 | 138 |
| Total - Zones 3-6 ha | 7,733 | 0,985 | 0,294 | 0,880 | 9,892 | 0,017 |
| Total in ZMP - Zones 3-6 open | | | | | 95,310 | |
| Total in ZMP - Zones 3-6 ha | | | | | 9,722 | |
| Balance | | | | | 507 | 138 |

bold line denotes change in area from FP open plan area N1819-XX-X-A-LDS-SK-0845-RevE
 * RMA application drawings produced by Lifschutz Davidson Sandilands

Figures in the table above are taken from the RMA application drawings produced by Lifschutz Davidson Sandilands N1819-XX-X-A-LDS-SK-0845-RevE. Table has been updated to address discrepancies and reflect revised landscape area around N06

The figures for 5-POS 16 (within the open space submitted building plots column) have been updated for this proposal.

All drawing information other than 5-POS-16 is taken from the RMA application drawings produced by Lifschutz Davidson Sandilands N1819-XX-X-A-LDS-SK-0845-RevE



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 No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation. Do not scale this drawing. All dimensions to be checked on the site by the contractor and such dimensions to be their responsibility. All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect. To be read in conjunction with Architect's specification and other consultant information.

| Rev | Description | Date |
|-----|-------------|------|
|-----|-------------|------|

3C Tariff Street Manchester M1 2FF
 mail@hawkinsbrown.com
 hawkinsbrown.com



Project
 Plot N06 East Village

Drawing
 Proposed Open Space Strategy Plan

Scale @ A1
 1 : 1250
 Date
 February 2017

Drawn By
 KR
 Checked By
 CS

Job Number
 16037
 Status
 S2
 Purpose of Issue
 Planning

Drawing No.
 PN6EV-HBA-SW-XX-DR-A-PL20_0136
 Rev



Appendix 2

Planning

Policy Summary

Public Realm
(Victory Park and
Belvedere)

FEBRUARY 2022

Q200815

Appendix 2 – Planning Policy Summary

1.1 A summary of national, regional and local planning policy and guidance relevant to the redevelopment proposals for the Site are set out in this Appendix. The relevant planning policy and guidance is set out within the following documents:

Table 1 - Summary of relevant planning policy and guidance

| Policy Level | Document |
|--------------|---|
| National | National Planning Policy Framework (July 2021) |
| | National Planning Practice Guidance (March 2014) |
| Regional | The London Plan – the Spatial Development Strategy for London (March 2021); (“London Plan”) |
| | Associated Supplementary Planning Guidance/Documents and Best Practice Guidance |
| Local | London Legacy Development Corporation (LLDC) Local Plan (July 2020) (“LLDC Local Plan”) |
| | LLDC Local Plan Policies Map (July 2020) |
| | Associated Supplementary Planning Documents |

National Planning Policy and Guidance

National Planning Policy Framework (NPPF) (July 2021)

1.2 In July 2021, the Government published revisions to the NPPF originally published in March 2012. The NPPF sets out the Government’s planning policies for England and how these are expected to be applied. The NPPF is a material consideration in planning decisions (Paragraph 2).

Sustainable Development

1.3 Paragraphs 7 and 8 of the NPPF state that the purpose of the planning system is to contribute to the achievement of sustainable development, which has the following three overarching objectives:

“an economic role – to help build a strong, responsive and competitive economy...

a social role – to support strong, vibrant and healthy communities, by ensuring that a sufficient number and range of homes can be provided to meet the needs of present and future generations...

an environmental role to contribute to protecting and enhancing our natural, built and historic environment...”

1.4 The NPPF is underpinned by a presumption in favour of sustainable development. Paragraph 11 of the NPPF states inter alia:-

“Plans and decisions should apply a presumption in favour of sustainable development.

...For decision-taking this means:

c) approving development proposals that accord with an up-to-date development plan without delay; or

d) where there are no relevant development plan policies, or the policies which are most important for determining the application are out-of-date, granting permission unless:

i. the application of policies in this Framework that protect areas or assets of particular importance provides a clear reason for refusing the development proposed; or

ii. any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in this Framework taken as a whole.”

Design

- 1.5 The NPPF states the creation of high quality buildings and places is fundamental to what the planning and development process should achieve and that good design is a key aspect of sustainable development (Paragraph 126). Paragraph 130 states that planning decisions should ensure that developments:

“will function well and add to the overall quality of the area, not just for the short term but over the lifetime of the development;

are visually attractive as a result of good architecture, layout and appropriate and effective landscaping;

are sympathetic to local character and history, including the surrounding built environment and landscape setting, while not preventing or discouraging appropriate innovation or change (such as increased densities);

establish or maintain a strong sense of place, using the arrangement of streets, spaces, building types and materials to create attractive, welcoming and distinctive places to live, work and visit;

optimise the potential of the site to accommodate and sustain an appropriate amount and mix of development (including green and other public space) and support local facilities and transport networks; and.

create places that are safe, inclusive and accessible and which promote health and well-being, with a high standard of amenity for existing and future users; and where crime and disorder, and the fear of crime, do not undermine the quality of life or community cohesion and resilience.”

- 1.6 Paragraph 134 states that development that is not well designed should be refused, specifically where it does not reflect local design policies and government guidance on design. It attaches great weight to: (a) development which reflects local design policies including guidance and supplementary planning documents such as design guides and codes; and to (b) outstanding

or innovative designs which promote high levels of sustainability, help raise the standard of design more generally in an area and fit in with the overall form and layout of their surroundings.

- 1.7 Section 8 ‘Promoting healthy and safe communities’ states that decisions should aim to achieve inclusive and safe places through mixed use developments, active street frontages, layouts that encourage walking and cycling and are safe and accessible (Paragraph 91).

The Natural Environment

- 1.8 Paragraph 170 states that the planning system should contribute to and enhance the natural and local environment by measures, including providing net gains for biodiversity and preventing new development from contributing to unacceptable levels of soil, air, water or noise pollution or land instability.
- 1.9 Paragraph 180 states that planning decisions should ensure that new development is appropriate for its locations taking into account the likely effects of pollution on health, living conditions and the natural environment. Adding that new development should mitigate and reduce to a minimum potential adverse impacts resulting from noise.

Climate Change

- 1.10 The NPPF makes reference to new development complying with requirements for decentralised energy supplies and taking account of landform, layout, building orientation, massing and landscaping to minimise energy consumption (Paragraph 153).
- 1.11 Paragraph 163 states that when determining planning applications, local planning authorities should ensure that flood risk is not increased elsewhere, with Paragraph 165 adding that major developments should incorporate sustainable drainage systems unless there is clear evidence that this would be inappropriate.

Transport

- 1.12 Paragraph 103 states that significant development should be focused on locations which are or can be made sustainable, through limiting the need to travel and offering a genuine choice of transport modes.
- 1.13 Paragraph 108 seeks that development ensures appropriate opportunities to promote sustainable transport modes can or have been taken up and safe and suitable access to the site can be achieved for all users.
- 1.14 Paragraph 109 states that development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe.
- 1.15 Paragraph 110 considers that developments should:
- give priority first to pedestrian and cycle movements;
 - give priority to pedestrian and cycle movements, and to facilitate access to high quality public transport;

- address the needs of people with disabilities and reduced mobility in relation to all modes of transport
- create places that are safe, secure and attractive – which minimise the scope for conflicts between pedestrians, cyclists and vehicles, avoid unnecessary street clutter, and respond to local character and design standards;
- allow for the efficient delivery of goods, and access by service and emergency vehicles; and
- be designed to enable charging of plug-in and other ultra-low emission vehicles in safe, accessible and convenient locations.

Decision-taking

1.16 Paragraph 38 states that local planning authorities should approach decisions on proposed development in a positive and creative way and that decision-makers at every level should seek to approve applications for sustainable development where possible.

Planning Obligations

1.17 The subsection ‘Planning obligations and conditions’ in Section 4 sets out the approach local authorities should take when considering planning conditions and obligations.

1.18 Paragraph 56 states that planning conditions should be kept to a minimum and only imposed where they are necessary, relevant to planning and to the development to be permitted, enforceable, precise and reasonable in all other respects.

1.19 Planning obligations should only be sought where they meet all of the following tests (Paragraph 57):

- *“Necessary to make the development acceptable in planning terms;*
- *Directly related to the development; and*
- *Fairly and reasonably related in scale in kind to the development”*

1.20 The NPPF states in Paragraph 58 that where up-to-date policies have set out the contributions expected from development, planning applications that comply with them should be assumed to be viable. Adding that it is up to the applicant to demonstrate whether particular circumstances justify the need for a viability assessment at the application stage.

National Planning Practice Guidance (NPPG) (March 2014 and amended thereafter)

1.21 On 6 March 2014, the Department for Communities and Local Government (DCLG) published the National Planning Practice Guidance (NPPG) which provides supporting guidance to the NPPF.

1.22 The NPPG provides supporting guidance across a range of topics. A summary of those relevant to this application are provided below.

Community Infrastructure Levy

- 1.23 The NPPG iterates the types of development that may be liable to pay Community Infrastructure Levy (CIL) and those which are exempt or may be subject to relief. Developments of over 100m² new floorspace (GIA) may be liable to pay CIL collected separately by both the Local Planning Authority or the Mayor in London (Reference IDs: 25-005-20190901 and 25-006-20190901, Revision date: 01.09.2019).

Climate Change

- 1.24 In the decision-making process, the NPPG requires local planning authorities to pay attention to integrating adaptation and mitigation approaches that support sustainable development (Reference ID: 6-004-20140612, Revision date: 12.06.2014). Accordingly, it is stated that local planning authorities will want to consider identifying no or low cost responses to climate risks that deliver other benefits, flexibility to allow future adaptation and the whole life of a development (Reference ID: 6-005-20140306, Revision date: 06.03.2014).

Design

- 1.25 The NPPG states that good design is set out in the National Design Guide under the following 10 characteristics: context; identity; built form; movement; nature; public spaces; uses; homes and buildings; resources; and lifespan (Reference ID: 26-001-20191001, Revision date: 01.10.2019). It sets out how design guides and codes, masterplans and parameter plans can set out the design requirement and parameters for a development.

Travel Plans, Transport Assessments and Statements

- 1.26 Consistent with the NPPF, the NPPG notes that transport assessments and travel plans can result in a range of positive benefits, including sustainable travel, reduced traffic generation, reduced carbon emissions and climate impacts, improved health outcomes and quality of life, improving road safety, and reducing the need for new development to increase existing road capacity or to provide new roads (Reference ID: 42-006-20140306 Revision date: 06.03.2014). The NPPG includes a range of guidance as to the level of information that should be included in such documents (Reference ID: 42-007-20140306, Revision date: 06.03.2014).

Renewable and Low Carbon Energy

- 1.27 It is noted that increasing the amount of energy from renewable and low carbon technologies will help to make sure the UK has a secure energy supply, reduce greenhouse gas emissions to slow down climate change and stimulate investment in new jobs and businesses. The NPPG acknowledges that planning therefore has an important role in the delivery of new renewable and low carbon energy infrastructure in locations where the local environmental impact is acceptable (Reference ID: 5-001-20140306, Revision date: 06.03.2014).

Use of Planning Conditions

- 1.28 NPPG states that conditions can enhance the quality of development and enable development to proceed where it would otherwise have been necessary to refuse planning permission, by mitigating the adverse effects, and that the objectives of planning are best served when the power to attach conditions to a planning permission is exercised in a way that is clearly seen to be fair, reasonable and practicable (Reference ID: 21a-001-20140306, Revision date: 06.03.2014)

Planning Obligations

1.29 NPPG states that planning obligations assist in mitigating the impact of unacceptable development to make it acceptable in planning terms. They must be necessary to make the development acceptable in planning terms; directly related to the development; and fairly and reasonably related in scale and kind to the development (Reference ID: 23b-002-20190901, Revision date: 01.09.2019).

National Design Guide

1.30 The National Design Guide was first published by the Government in October 2019 and updated January 2021 as planning practice guidance to ensure that all aspects of good design are considered in planning proposals. The guidance outlines the Government's priorities for well-designed places in the form of following ten characteristics:

- Context – enhances the surroundings.
- Identity – attractive and distinctive.
- Built form – a coherent pattern of development.
- Movement – accessible and easy to move around.
- Nature – enhanced and optimised.
- Public spaces – safe, social and inclusive.
- Uses – mixed and integrated.
- Homes and buildings – functional, healthy and sustainable.
- Resources – efficient and resilient.
- Lifespan – made to last.

The Development Plan

1.31 Section 38(6) of the Planning and Compulsory Purchase Act 2004 states that planning applications should be determined in accordance with the Development Plan unless material considerations indicate otherwise. The planning authority that will determine the application is the London Legacy Development Corporation (LLDC). The Site is located within the administrative boundary of the London Legacy Development Corporation. The Development Plan for the Site therefore comprises of the:

- **The London Plan** – the Spatial Development Strategy for London (March 2021) (“London Plan”) – this is the overall strategic plan for London providing city wide policy and guidance for London for the period 2021 to 2041; and
- **LLDC Local Plan 2020-2036** (adopted July 2020) (“LLDC Local Plan”) and LLDC Local Plan Policies Map (adopted July 2020) – this sets out a vision and key policies for the future development of the borough up to 2036.

The London Plan – the Spatial Development Strategy for London (March 2021) (“the London Plan”)

1.32 The following sections provide a summary of the relevant Development Plan Policy and Guidance.

Principle of Development

London Plan (March 2021)

- 1.33 The Site is located in Stratford which sits within the Olympic Legacy Opportunity Area (OA) (the former Lower Lea Valley OA) and is subject to Policy SD1, 'Opportunity Areas', which considers that these areas should bring together the range of investment and intervention needed to deliver the vision and ambition for the area.
- 1.34 Figure 2.19 of the plan also identifies Stratford as a Strategic Area for Regeneration, which Policy SD10 'Strategic and London Regeneration' states is where the Mayor will provide leadership and support for regeneration.
- 1.35 Policy GG1 'Building strong and inclusive communities' states that to help deliver strong and inclusive communities, those involved in planning and development must:
- encourage early and inclusive engagement with stakeholders;
 - ensure changes to the physical environment achieve an overall positive contribution;
 - provide access to community spaces, services, amenities and infrastructure;
 - ensure streets and public spaces are designed for easy access, comfort and safety, which foster a sense of belonging where everyone is welcome;
 - ensure new spaces are designed to enhance identity, legibility, permeability, and inclusivity which are resilient and adaptable to changing community requirements;
 - support the creation of a London where all Londoners, can move around with ease, creating a welcoming environment that everyone can use confidently, independently, and with choice and dignity, avoiding separation or segregation; and
 - promote the creation of an inclusive London.
- 1.36 Policy GG3 'Creating a healthy city' states that to improve Londoners' health and reduce health inequalities, those involved in planning and development must plan for improved access to and quality of green spaces, the provision of new green infrastructure, and spaces for play, recreation and sports.

LLDC Local Plan (July 2020)

- 1.37 Policy SD.1: Sustainable Development is an overarching policy relevant to all development and states:

"When considering development proposals, the Legacy Corporation will take a positive approach that reflects the presumption in favour of sustainable development contained in the National Planning Policy Framework (NPPF)."

- 1.38 The LLDC Policies Map (July 2020) should be read with the Local Plan and identifies the following spatial designations that relate directly to the Site:
- **Site Allocation SA2.2 (East Village)** – this supports family focused, medium- to high-density residential development with public open spaces and new Local Centre.

- **Local Centre** – this should maintain a local function and be distinct to Stratford Metropolitan Centre.
- **Local Open Space** – this is protected open space under Policy BN.8 and covers Victory Park, the Belvedere and the Portlands.

Design and Landscaping

London Plan (March 2021)

- 1.39 Policy D3 ‘Optimising site capacity through the design-led approach’, states that all development must make the best use of land by following a design-led approach that optimises site capacity by considering the form and layout, experience and quality and character of developments.
- 1.40 Policy D4 ‘Delivering good design’ explains that the requirements of Policy D3 should be addressed in masterplans and design codes for proposed development and should include the maximum detail appropriate to avoid the need for later amendments.
- 1.41 Policy D8 ‘Public realm’ encourages the provision of new public realm where appropriate and considers that the design should be well-designed, safe, accessible, inclusive and use good quality materials, amongst other considerations.
- 1.42 Policy S5 ‘Sports and recreation facilities’ states that development proposals for sports and recreation facilities should enhance the provision of facilities in accessible locations and maximise the multiple use of facilities.
- 1.43 Policy GG1 ‘Building strong and inclusive communities’ states that to help deliver strong and inclusive communities, those involved in planning and development must:
- encourage early and inclusive engagement with stakeholders, including local communities, in the development of proposals, policies and area-based strategies;
 - ensure changes to the physical environment achieve an overall positive contribution;
 - provide access to good quality community spaces, services, amenities and infrastructure;
 - ensure that streets and public spaces are consistently planned for people to move around and spend time in comfort and safety, creating places where everyone is welcome, which foster a sense of belonging, which encourage community buy-in, and where communities can develop and thrive;
 - ensure that new the spaces they create are designed to reinforce or enhance the identity, legibility, permeability, and inclusivity of neighbourhoods, and are resilient and adaptable to changing community requirements;
 - support and promote the creation of a London where all Londoners, including children and young people, older people, disabled people, and people with young children, as well as people with other protected characteristics, can move around with ease and enjoy the opportunities the city provides, creating a welcoming environment that everyone can use confidently, independently, and with choice and dignity, avoiding separation or segregation; and

- support and promote the creation of an inclusive London where all Londoners, regardless of their age, disability, gender, gender identity, marital status, religion, race, sexual orientation, social class, or whether they are pregnant or have children, can share in its prosperity, culture and community, minimising the barriers, challenges and inequalities they face.

1.44 Policy GG3 ‘Creating a healthy city’ states that to improve Londoners’ health and reduce health inequalities, those involved in planning and development must plan for improved access to and quality of green spaces, the provision of new green infrastructure, and spaces for play, recreation and sports.

LLDC Local Plan (July 2020)

1.45 Strategic Policy SP.3: ‘Integrating the natural, built and historic environment’ sets out the LLDC’s approach to Design. New development should contribute to a high-quality built and natural environment.

1.46 Policy BN.1 ‘Responding to place’ states that proposals will be considered acceptable where they respond to place in accordance with the principles set out below:

1. **Landscape and water:** relate well to the local area’s defining natural and man-made landscape features, in particular the linear form of the waterways and parklands;
2. **Urban fabric:** respect existing typologies, including those of heritage value, and draw design cues from the form of the area in terms of its layout (urban structure and grain) and scale (height and massing);
3. **Architectural and historic context:** enhance the architectural and historic setting within which development is proposed. Careful consideration should be given to architectural and historic style, materials, fenestration, colour, building orientation, datums and overall appearance;
4. **Connectivity:** ensure that new and existing places link to route networks and facilitate movement along direct, permeable, safe and legible pedestrian and cycle routes. Routes should cater for the requirements of all users. Opportunities to connect areas to strategic road, rail, bus and cycle networks must be utilised;
5. **Infrastructure:** make use of existing physical infrastructure to help overcome barriers to integration and to create new links and routes;
6. **Mix:** consider how proposed uses integrate with, and relate to, both public and private space; and
7. **Amenity and wellbeing:** minimise impact within proposed and upon existing development, by preventing overshadowing, and an unacceptable provision/loss of sunlight, daylight or privacy.

1.47 Policy BN.4: Designing Development, states that all mixed use and residential developments should:

“8. Respect the scale and grain of their context;

9. *Relate well to street widths and make a positive contribution to the streetscape;*
10. *Generate an active street frontage;*
11. *Incorporate sufficient, well designed and appropriately located communal and private amenity space;*
12. *Contribute to defining any existing or identified new public routes and spaces;*
13. *Promote legibility of the site; and*
14. *Where relevant, preserve or enhance heritage assets and the views to/from these, and contribute positively to the setting of heritage assets, including conservation areas."*

- 1.48 Non-residential proposals are considered acceptable by Policy BN.6 where they respond to the needs of all users by incorporating the LLDC Inclusive Design Standards.
- 1.49 Policy BN.8 'Improving local open space' states that development proposals affecting LOS will be expected to help shape local identity by protecting and enhancing its function, quality, character, openness and extent.

Inclusive Design and Accessibility

London Plan (March 2021)

- 1.50 Policy D5 'Inclusive Design' states that development proposals should achieve high quality standards of accessible and inclusive design.

LLDC Local Plan (July 2020)

- 1.51 Policy BN.6 'Requiring inclusive design' states that non-residential proposals will be considered acceptable where they respond to the needs of all users, and provide an accessible and inclusive environment by incorporating all applicable elements of the Legacy Corporation's Inclusive Design Standards.

Sustainability

London Plan (March 2021)

- 1.52 London Plan Policy SI 7 'Reducing waste and supporting the circular economy' requires major applications to submit a Circular Economy Statement promoting circular economy outcomes and aiming to achieve net zero-waste.

LLDC Local Plan (July 2020)

- 1.53 Strategic Policy SP.5 'A sustainable and healthy place to live and work' sets out the Council's approach to the creation of "a sustainable and healthy place to live and work". The aims of this policy are reflected in the development management policies on energy and sustainability.

- 1.54 Policy S.1: ‘Health and wellbeing’ states that major development schemes will be required to show how schemes contribute to health and wellbeing within the Design and Access Statement. Specifically, this should include information on access to schools, health services, community activities, leisure activities, shops and services, and public open spaces.
- 1.55 Policy S.4 ‘Sustainable design and construction’ requires developments to achieve the highest standards of sustainable design and construction. Design and Access Statements should demonstrate how this has been achieved. Further, non-domestic space within development will be required to demonstrate that it is capable of achieving a minimum of BREEAM Very Good, and a maximum score for water use.

Environment and Flood Risk

London Plan (March 2021)

- 1.56 Policy SI 1 ‘Improving air quality’, includes similar considerations to London Plan Policy 7.14 but adds that proposals should use design solutions to prevent or minimise increased exposure to existing air pollution.
- 1.57 Policy SI 13 ‘Sustainable drainage’ seeks for proposals to achieve greenfield run-off rates, with a preference for green over grey features, in line with the drainage hierarchy set out in the policy.
- 1.58 Policy D14 ‘Noise’ considers new development should reduce, manage and mitigate existing and potential adverse impacts on noise to improve health and quality of life, improve and enhance the acoustic environment and promote new technologies and improved practices to reduce noise at source.
- 1.59 Policy G6 ‘Biodiversity and access to nature’ states that development proposals should manage impacts on biodiversity and aim to secure net biodiversity gain.

LLDC Local Plan (July 2020)

- 1.60 Policy BN.3: Maximising biodiversity requires proposals to maximise opportunities to protect and enhance biodiversity, provide a net gain in good quality habitat and ensure major planning applications demonstrate a net gain in biodiversity through any proposals.
- 1.61 Policy BN.11 ‘Air quality’ seeks to improve air quality, and under this policy developments are expected to be constructed and designed in a manner that minimises emissions of pollutants to the air, including through the use of green infrastructure.
- 1.62 Policy BN.12 ‘Noise’ encourages new development to minimise exposure to adverse impacts of noise, comply with policies minimising the effects of noise, have regard to the London Environment Strategy (May 2018).
- 1.63 Policy S.11: ‘Sustainable drainage’ measures and flood protections repeats the considerations set out in LLDC Local Plan Policy S.8, whilst adding support for sustainable drainage systems that have benefits for water quality and storage, efficiency, habitat and landscapes and amenity and recreation.

Transport

London Plan (March 2021)

- 1.64 Policy T1 'Strategic approach to transport' states that development should make the most effective use of land, reflecting its connectivity and accessibility by existing and future public transport, walking and cycling routes, and mitigate any impacts on London's transport networks.
- 1.65 Policy T2 'Healthy Streets' states development proposals should demonstrate how they will deliver improvements that support the ten Healthy Streets Indicators in line with Transport for London guidance.

LLDC Local Plan (July 2020)

- 1.66 Policy T.4 'Managing development and its transport impacts to promote sustainable transport choices, facilitate local connectivity and prioritise pedestrians and cyclists' promotes sustainable transport choices and minimise reliance on the private car to ensure that the development of the legacy area is optimised. It seeks to achieve this through prioritising pedestrians and cyclists, expecting development to maximise opportunities to improve connectivity and include satisfactory arrangements for car clubs, facilities for electric vehicle charging and stands for cycle hire, where appropriate.
- 1.67 Policy T.6 'Facilitating local connectivity' states that developments should be designed to integrate into the area and should facilitate improvements to local connectivity, both within the development site and across the LLDC area.
- 1.68 Policy T.7 'Transport Assessments and Travel Plans' requires proposals for development that would be referable to the Mayor of London will require the submission of a Transport Assessment and Travel Plan with the planning application.
- 1.69 Policy T.9 'Providing for pedestrians and cyclists' promotes the provision of safe routes for walking and cycling within its area that connect well with local destinations

Archaeology

London Plan (March 2021)

- 1.70 Policy HC1 'Heritage Conservation and Growth' states development proposals affecting heritage assets should conserve their significance, by being sympathetic to the assets' significance and appreciation within their surroundings.

LLDC Local Plan (July 2020)

- 1.71 Figure 19 identifies that the majority of the LLDC area is within an Archaeological Protection Zone (see Figure 9 below). Policy BN.13 ('Protecting archaeological interest') states that proposals for development will only be considered acceptable where they protect archaeological remains that will be affected by development on sites that include or have the potential to include archaeological interest.

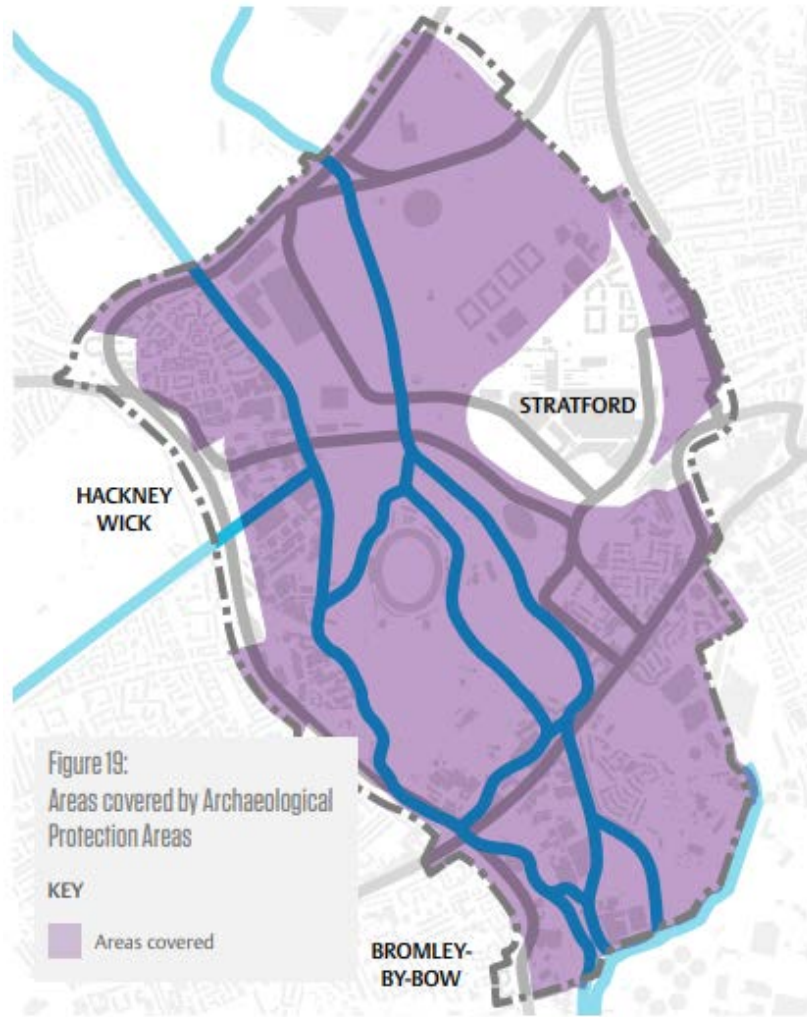


Figure 1 - Figure 19 of the LLDC Local Plan.