

is prepared, the aggregate value of:

(a) the Achieved Values; and

(b) the Projected Values

divided by the total Saleable Area of Residential Units;

"Trigger Value" means £630/ft<sup>2</sup> (Indexed)

## 2. LPA'S COSTS

The Developer shall pay the LPA's reasonable costs (including the costs of any external consultants appointed by the LPA) incurred in reviewing, commenting on and approving any information submitted to the LPA pursuant to this Schedule.

## 3. AFFORDABLE HOUSING REAPPRAISAL

3.1 Within 28 days of the seventy second (72nd) Sale of a Private Residential Unit the Developer shall submit the Affordable Housing Reappraisal to the LPA for Approval together with (if provided on request) the LPA's reasonable estimate of its costs of reviewing the Affordable Housing Reappraisal in accordance with paragraph 2 of this Schedule.

3.2 The Developer shall notify the LPA in writing as soon as possible following the date that the seventy second (72nd) Sale of a Private Residential Unit has occurred and the LPA shall appoint a consultant to review the anticipated Affordable Housing Reappraisal within the 28 day period following receipt of such notice.

3.3 Within 28 days of the later of:

3.3.1 receipt of an Affordable Housing Reappraisal pursuant to paragraph 3.1 above; and

3.3.2 the expiry of the 28 day period referred in paragraph 3.2 above

the LPA shall notify the Developer in writing either that the Affordable Housing Reappraisal is approved or that there is a Dispute, and if there a Dispute both parties shall use Reasonable Endeavours to attempt to resolve the Dispute within 20 Working Days failing which either Party may refer such Dispute to the Expert pursuant to clause 11 of this Agreement.

3.4 The Developer covenants that not more than 96 Private Residential Units shall be Sold until the Affordable Housing Reappraisal has been Approved in writing by the LPA pursuant to paragraph 3.3 above or by the Expert pursuant to clause 11.

3.5 The Affordable Housing Reappraisal shall:

3.5.1 consider all Residential Units Sold at the date of submission of the report;

3.5.2 set out the amount of any Surplus (if any) and contain such information necessary to calculate the Surplus, including:

(a) the date of Sale and actual sale value as registered or to be registered at the Land Registry for each such Private Residential Unit net of reasonable incentives incurred;

(b) the value attributed by the Developer to each Affordable Housing Unit;

(c) the total Achieved Values of the Residential Units considered by the Affordable Housing Reappraisal;

- (d) the total Projected Value of the Residential Units considered by the Affordable Housing Reappraisal;
  - (e) the total Saleable Area of the Residential Units considered by the Affordable Housing Reappraisal;
  - (g) the Indexed Trigger Value;
  - (h) calculations used to arrive at the Surplus.
- 3.5.3 set out the level of additional Affordable Housing which the Developer proposes to provide funded by Surplus pursuant to Paragraphs 3.6 to 3.8 of this Schedule;
- 3.5.4 set out the calculations used to arrive at the Projected Values per sq foot; and
- 3.5.5 include any evidence used to establish the Projected Values set out within the Affordable Housing Reappraisal.
- 3.6 The level of additional Affordable Housing specified in the Affordable Housing Reappraisal shall be derived as follows:
- for every £2.39/ft<sup>2</sup> (Indexed) of Surplus at the time of the Affordable Housing Reappraisal, the amount of Affordable Housing to be provided shall increase by 1 Affordable Housing Reappraisal Unit.
- 3.7 Any Surplus identified in the Affordable Housing Reappraisal must be applied towards additional Affordable Housing in a tenure mix to be approved by the LPA taking account of relevant planning policy and the Developer shall set out in the Affordable Housing Reappraisal the quantum of additional Affordable Housing being funded by the Surplus and the calculations used to arrive at this quantum.
- 3.8 The Developer shall set out in the Affordable Housing Reappraisal the following information in respect of the additional Affordable Housing to be provided pursuant to paragraphs 3.6 and 3.7:
- 3.8.1 the unit size mix;
  - 3.8.2 the tenure mix; and
  - 3.8.3 the proposed location within the Development.
- 3.9 The information provided in the Affordable Housing Reappraisal shall be kept confidential by the LPA and shall not be disclosed to any third party save with the consent of the other parties to this Agreement or where the LPA is required to disclose the information as a matter of law provided that in the event the LPA is required to disclose such information to the public or some other third party and that information is not already in the public domain it will use reasonable endeavours to ensure that all figures sums and calculations set out are redacted to the extent that they represent commercially sensitive information (and shall liaise with the Developer in so doing) unless the LPA is required to disclose the information as a matter of law.
- 4. PROVISION OF ADDITIONAL AFFORDABLE HOUSING**
- 4.1 The following provisions shall apply if the Approved Affordable Housing Reappraisal specifies that additional Affordable Housing is to be provided On Site:
- 4.1.1 the number of Residential Units provided as Affordable Housing Reappraisal Units will be not less than the figure specified in any Approved Affordable Housing Reappraisal PROVIDED THAT the total number of Affordable Housing Units provided as part of the Development is not required to exceed 68 Affordable Housing Units;
  - 4.1.2 not more than 120 Private Residential Units shall be Occupied until:

- (a) the Affordable Housing Reappraisal Units are Completed; and
- (b) the Affordable Housing Reappraisal Units have been transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract;

4.1.3 the provisions of Schedule 1 shall apply to any Affordable Housing Reappraisal Units to the extent applicable.

## SCHEDULE 4

### WASTE TRANSFER STATION

#### 1. DEFINITIONS

- "Block B4"** means that part of the Development identified as "Block B4" on the Development Phasing Plan;
- "Odour Monitoring Period"** means a period of 3 months following a Qualifying Change to include at least one of the summer months of June, July or August;
- "Odour Measurement Protocol"** means the protocol for measuring odour contained at Appendix 11 of this Agreement;
- "Odour Report"** means a report which sets out:
- (a) the nature of the Qualifying Change;
  - (b) the Odour Monitoring Period to which the report relates;
  - (c) details of any complaints received by the Council about odour from the Waste Transfer Station during the Odour Monitoring Period;
  - (d) recorded odour levels measured in accordance with the Odour Measurement Protocol;
  - (e) an explanation of whether the author considers that odour exposure for Block B4 is acceptable with reference to the test levels set out in the Odour Measurement Protocol;
  - (f) any proposed odour mitigation measures (whether mechanical ventilation measures or otherwise) to be incorporated within Block B4;
- "Qualifying Change"** means a significant and permanent change in:
- (a) the use of the Waste Transfer Station Site; and/or
  - (b) form, layout and enclosure of the Waste Transfer Station
- "Relocation Strategy"** means a strategy for relocating the Waste Transfer Station to be submitted by the Developer to the LPA for Approval pursuant to paragraph 2;
- "Waste Transfer Station"** means the waste transfer station currently operated by Regional Waste Recycling located on the Waste Transfer Station Site;
- "Waste Transfer Station Site"** means the land edged red on Plan 4;

**2. RELOCATION OF WASTE TRANSFER STATION**

2.1 No Development shall be Commenced until a Relocation Strategy has been submitted to the LPA for Approval. The Relocation Strategy shall set out the steps and measures to secure the relocation of the Waste Transfer Station that the Developer has already taken prior to the date of this Agreement and proposes to take following the date of this Agreement.

2.2 The Developer shall use Reasonable Endeavours to achieve the relocation of the Waste Transfer Station in accordance with the Approved Relocation Strategy and shall provide quarterly written reports to the LPA outlining its compliance with this obligation.

**3. OBLIGATION TO INFORM RESIDENTS ABOUT COMPLAINTS PROCEDURE**

No Residential Unit shall be Occupied until the Developer has provided the relevant household with an information pack which explains how complaints can be made to the Council about odour arising from the Waste Transfer Station and the process for investigating those complaints PROVIDED THAT this obligation shall cease to have effect following the date on which the Waste Transfer Station has been relocated and the Waste Transfer Station Site has permanently ceased to be used for the transfer, treatment or processing of waste.

**4. RESTRICTION ON OCCUPATION OF BLOCK B4**

4.1 No part of the Development within Block B4 shall be Occupied unless and until:

4.1.1 the Waste Transfer Station has been relocated and the Waste Transfer Station Site has permanently ceased to be used for the transfer, treatment or processing of waste (in which case no Odour Report is required to be submitted or approved); or

4.1.2 there has been a Qualifying Change and an Odour Report has been submitted to and Approved by the LPA

4.2 Where an Approved Odour Report submitted to and Approved by the LPA pursuant to paragraph 4.1.2 identifies odour mitigation measures to be incorporated within Block B4, no part of the Development within Block B4 shall be Occupied unless and until the odour mitigation measures identified in the Approved Odour Report have been implemented in full, and such measures shall thereafter be retained in full working order for the life of the Development PROVIDED THAT this obligation shall cease to have effect following the date on which the Waste Transfer Station has been relocated and the Waste Transfer Station Site has permanently ceased to be used for the transfer, treatment or processing of waste.

## SCHEDULE 5

### PUBLIC REALM CONTRIBUTION AND SUSTAINABLE TRANSPORT

#### 1. DEFINITIONS

- "Public Realm Contribution" means the sum of £400,000 (Indexed);
- "Public Realm Improvements" means improvements to the Cooks Road bridge and/or other public realm improvements within the Public Realm Improvements Area;
- "Public Realm Improvements Area" means the area shown shaded in colour on Plan 5;

#### 2. PUBLIC REALM CONTRIBUTION

- 2.1 No Development shall be Occupied until the Developer has paid the Public Realm Contribution to the LPA.
- 2.2 The LPA shall apply the Public Realm Contribution exclusively towards the Public Realm Improvements.

#### 3. CAR CLUB

##### 3.1 The Developer shall:

- 3.1.1 procure at its own cost 2 car club parking spaces within the Development and there shall be no Occupation of the Development unless and until such car club parking spaces have been provided and demarcated as "car club parking only"; and
- 3.1.2 procure a car club operator to provide 2 car club vehicles in the car club parking spaces from First Occupation and operate those car club vehicles for the life of the Development commencing on First Occupation.

##### 3.2 The Developer shall:

- 3.2.1 offer the first household to Occupy each Residential Unit free membership for a period of 1 year for the use of the car club referred to in paragraph 3.1.2 such offer to be made no later than 1 month following first Occupation of each Residential Unit; and
- 3.2.2 where offers for membership are accepted within 3 months of the date of the relevant offer made pursuant to paragraph 3.2.1, provide free membership for a period of 1 year for the use of the car club referred to in paragraph 3.1.2 to the relevant household.

#### 4. RESTRICTION ON ON-STREET PARKING PERMITS

- 4.1 No owner or occupier of the Development or any part thereof shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the Development unless otherwise agreed by the LPA or unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.
- 4.2 The Developer shall not dispose of Residential Units to any person or Occupy or allow any person to Occupy any of the Residential Units unless a notice has been served on such person that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area.

**5. ELECTRIC CHARGING POINT PROVISION**

**5.1** The Developer shall ensure that:

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

## SCHEDULE 6

### TRAVEL PLAN

#### 1. DEFINITIONS

<b>"Anchor Employment Tenant Parking Spaces"</b>	means the 15 car parking spaces edged red on Plan 6;
<b>"Block B2 Workspace"</b>	has the meaning ascribed to it in Schedule 8;
<b>"Modal Split Targets"</b>	means the modal split targets identified in the Approved Travel Plan;
<b>"Monitoring Period"</b>	means the period from six months after First Occupation until the later of:  (a) five years after First Occupation of the final Block to be Completed; and  (b) the date on which car parking provision within the Development (including the Anchor Employment Tenant Parking Spaces) has been reduced to a level that is compliant with London Plan policies on car parking in force at the relevant time;
<b>"Sustainable Transport Measures"</b>	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) <b>PROVIDED THAT</b> such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
<b>"Travel Plan"</b>	means the travel plan to be submitted to the LPA for Approval pursuant to paragraph 2 of this Schedule;
<b>"Travel Plan Monitoring"</b>	means monitoring of the Approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:  (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;  (b) monitoring of the usage of the car parking which is available for use in the Development (including the Anchor Employment Tenant Parking Spaces); and  (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development;
<b>"Travel Plan Monitoring Officer"</b>	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan;
<b>"Travel Plan Monitoring Report"</b>	a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:



- (a) details of trip generation rates;
- (b) details of mode share and change in mode share over time;
- (c) details of how effectively the Travel Plan has operated within the previous period;
- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved;
- (e) how objectives and/or targets specified in the Travel Plan have been met including in respect of the reduction in the number Anchor Employment Tenant Parking Spaces; and
- (f) (where the objectives and/or targets specified in the Travel Plan have not been met including in respect of the reduction in the number Anchor Employment Tenant Parking Spaces) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures;

"Travel Plan Review Period" means the period of 12 months commencing six months after First Occupation and thereafter annually on a rolling basis.

## 2. TRAVEL PLAN

2.1 No later than 6 months following the Commencement Date, the Developer shall:

- 2.1.1 submit a Travel Plan to the LPA and secure the LPA's Approval to the same; and
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer

and the Development shall not be Occupied until the matters in paragraphs 2.1.1 and 2.1.2 have been satisfied.

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

2.3 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:

- 2.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.3.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRIBUTE';

2.3.5 contain measures aimed at:

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car;
- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and setting out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

2.3.6 include a parking review plan which sets out:

- (a) a strategy for periodic review of the parking spaces within the Development;
- (b) targets for a reduction in the number of Anchor Employment Tenant Parking Spaces including:
  - (i) separate targets if the Block B2 Workspace is not occupied as Bellway's Thames Gateway Divisional Office; and
  - (ii) proposed measures and a timetable for achieving such targets; and
- (c) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each employee who is a disabled motorist in line with London Plan policy.

2.3.7 include a car parking management plan which sets out:

- (a) principles for allocating the Anchor Employment Tenant Parking Spaces and enforcement of allocated spaces; and
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

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

2.5 No Development shall be Occupied other than in accordance with the Approved Travel Plan and any amendments thereto.

### 3. TRAVEL PLAN MONITORING

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

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

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

3.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for Approval by the LPA the Developer shall implement the revised Travel Plan as Approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

**4. MODAL SPLIT TARGETS**

- 4.1 If any Travel Plan Monitoring Report shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Developer shall identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.
- 4.2 The Developer shall implement the Sustainable Transport Measures in accordance with the timetable set out therein as Approved by the LPA.
- 4.3 If the Travel Plan Monitoring Report for the year immediately following the implementation of the Sustainable Transport Measures shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

## SCHEDULE 7

### ESTATE MANAGEMENT

#### 1. DEFINITIONS

- "Common Areas"** means:
1. all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which have not been adopted by the local highways authority pursuant to its powers under the 1980 Act at the date that the Estate Management Strategy is submitted; and
  2. all areas within the Development which are used in common by Occupiers and users of such Blocks
- which are shown shaded pink, purple and yellow on Plan 7;
- "Estate Management Strategy"** means the site wide estate management strategy submitted and approved pursuant to paragraphs 2.1 and 2.2 below;
- "Play Areas"** has the meaning ascribed to it in Schedule 11;
- "Publicly Accessible Open Space" or "PAOS"** has the meaning ascribed to it in Schedule 11;
- "SUDS Infrastructure"** means any sustainable urban drainage system comprised within the Development.

#### 2. SITE WIDE ESTATE MANAGEMENT STRATEGY

- 2.1 No Development shall be Commenced until an Estate Management Strategy has been submitted to the LPA for Approval. The Estate Management Strategy shall set out detailed proposals for the following:
- 2.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:
- (a) the Common Areas;
  - (b) the Play Areas;
  - (c) the PAOS; and
  - (d) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority),
- including in respect of (a) to (c) above all associated street furniture, lighting, security equipment and drainage;
- 2.1.2 the establishment of an estate management body, its composition (including On Site residential occupier and On Site commercial occupier representatives), responsibilities and funding;
- 2.1.3 management and co-ordination of waste collection and recycling on a site wide basis.

- 2.2 No part of the Development shall be Occupied before the Estate Management Strategy has been Approved by the LPA and the estate management body specified in the Estate Management Strategy has been established to implement the Estate Management Strategy during the life of the Development.
- 2.3 The Approved Estate Management Strategy (or any amended Estate Management Strategy which shall have been Approved by the LPA) shall be implemented from First Occupation and thereafter during the life of the Development.

## SCHEDULE 8

### EMPLOYMENT AND TRAINING

#### 1. DEFINITIONS

**"Affordable Workspace"**

means units of Workspace in respect of which rent is charged at not more than 65% of open market rent for equivalent use within an equivalent location (exclusive of rates, service charge and utilities);

**"Anchor Employment Tenant"**

means either:

- (a) Bellway Homes Limited (or a group company) in circumstances where Occupation is for the purposes of providing Bellway's Thames Gateway Divisional Office; or
- (b) such other employment tenant(s) approved in writing by the LPA whose Occupation of the Block B2 Workspace would, in the reasonable opinion of the LPA, contribute towards the aims of Strategic Policy SP.1 of the adopted Local Plan;

**"Base Specification"**

means fitted out to a specification standard that will allow for immediate Occupation including:

- secure entrance(s), heating, lighting, kitchenette(s) and WC facilities;
- a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed;
- floors power floated with minimum of 5kN/m2 loading capacity;
- floor areas finished to appropriate standard;
- all soffits and structural columns exposed fair-faced polished concrete or plastered and pointed;
- all internal walls plastered and painted;
- exposed concrete walls, columns and soffits to have snots removed;
- all statutory services supplied to the accommodation, capped, tested and separately metered;
- all drainage installed and connected;
- conduits installed for suitable for incoming data cabling and required wayleaves completed;
- compliant with all relevant accessibility

	regulations;
<b>"Block B2"</b>	means that part of the Development identified as "Block B2" on the Development Phasing Plan;
<b>"Block B2 Workspace"</b>	means the Workspace within Block B2;
<b>"Considerate Constructors Scheme"</b>	means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavement congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to respect of people;
<b>"Full Marketing Strategy"</b>	means a strategy to actively market the Block B2 Workspace following the Block B2 Workspace becoming Wind and Watertight (which shall include measures to encourage viewings) on the following alternative bases:  (a) to alternative Anchor Employment Tenants; and  (b) as Affordable Workspace (including details of the proposed rent and service charges which will be identified in marketing materials);
<b>"Interim Marketing Strategy"</b>	means a strategy to actively market the Block B2 Workspace off plan to alternative Anchor Employment Tenants;
<b>"Legacy Communities Scheme Careers Programme Group"</b>	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
<b>"Legally Binding Commitment"</b>	means a legal agreement to take an occupational lease which may include commercially reasonable pre-conditions;
<b>"Local Area"</b>	means the administrative areas of the Council, the London Borough of Hackney, the London Borough of Tower Hamlets and the London Borough of Waltham Forest;
<b>"Local Labour and Business Schemes"</b>	means the following schemes:-  (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and  (b) in the London Borough of Newham - the scheme known as "Workplace"  or successor schemes;
<b>"London Living Wage"</b>	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from

time to time by the GLA;

- "Other Workspace"** means all of the Workspace except the Block B2 Workspace;
- "Wind and Watertight"** means the external walls and roof are completed and window and doors openings able to withstand the elements;
- "Workspace"** means the floorspace within Use Class B1 authorised by the Planning Permission;
- "Workspace Strategy"** means a written strategy identifying how the Other Workspace has been or will be designed and marketed to meet the needs of small local companies and businesses.

## 2. **BLOCK B2 WORKSPACE**

2.1 The Developer shall within 6 months of the date of this Agreement:

- 2.1.1 confirm to the LPA in writing that Bellway Thames Gateway Division intends to Occupy all of the Block B2 Workspace (such confirmation to be accompanied by such reasonable evidence as may be agreed with the LPA); or
- 2.1.2 submit the Interim Marketing Strategy to the LPA for Approval.

2.2 Unless the Developer has evidenced to the LPA's reasonable satisfaction that Bellway Thames Gateway Division intends to Occupy all of the Block B2 Workspace:

2.2.1 the Developer shall from the date which is 6 months following the date of this Agreement implement the Approved Interim Marketing Strategy and shall use Reasonable Endeavours to secure:

- (a) a Legally Binding Commitment from an alternative Anchor Employment Tenant to Occupy all of the Block B2 Workspace; or
- (b) Legally Binding Commitments from more than one alternative Anchor Employment Tenant to Occupy parts of the Block B2 Workspace (which together secure Occupation of the whole of the Block B2 Workspace).

2.2.2 the construction of the Block B2 Workspace shall not be progressed beyond Wind and Watertight unless and until the Developer has:

- (a) evidenced to the LPA's reasonable satisfaction that an Anchor Employment Tenant(s) has been secured to Occupy all of the Block B2 Workspace (which may be by an agreement for lease, the letting of a fit out contract or other evidence agreed by the LPA); or
- (b) submitted and secured the LPA's Approval to the Full Marketing Strategy.

2.3 Unless the Developer has evidenced to the LPA's reasonable satisfaction that an Anchor Employment Tenant(s) has been secured to Occupy all the Block B2 Workspace the Developer shall from the date on which the Block B2 Workspace is Wind and Watertight implement the Approved Full Marketing Strategy and shall use Reasonable Endeavours to secure a Legally Binding Commitment to Occupy all of the Block B2 Workspace from:

2.3.1 an alternative Anchor Employment Tenant(s); or



- 2.3.2 an occupier(s) on terms which would secure the Block B2 Workspace as Affordable Workspace.
- 2.4 The Developer shall submit written progress reports to the LPA not less than once every 3 months from the date which is 12 months from the date of this Agreement to the date referred to in paragraph 2.6 outlining the steps the Developer has taken in accordance with the Interim Marketing Strategy and/or the Full Marketing Strategy (as appropriate to the period to which the report relates).
- 2.5 The Block B2 Workspace shall be Completed (but shall not be required to be fitted out) prior to the Occupation of any Residential Units in Block B2.
- 2.6 Subject to paragraph 2.7 unless within the period of 12 months following Completion (excluding for this purpose fitting out) of the Block B2 Workspace both of the following have occurred:
- 2.6.1 the Developer has evidenced to the LPA's reasonable satisfaction that one or more Anchor Employment Tenants have been secured to Occupy all the Block B2 Workspace; and
- 2.6.2 the Block B2 Workspace has been fitted out for Occupation by that Anchor Employment Tenant(s)

then the following obligations shall apply:

- (a) the Block B2 Workspace shall be fitted out to Base Specification and made available as Affordable Workspace;
- (b) the Block B2 Workspace shall not be Occupied other than as Affordable Workspace for a period of not less than 10 years from first Occupation as Affordable Workspace; and
- (c) the Developer shall on request submit reports to the LPA evidencing compliance with the obligations in paragraphs (a) and (b) above including details of the financial terms of any lease arrangements entered into and how the relevant rental levels and service charges were determined, such reports to be submitted no more than annually.
- 2.7 The period of 12 months referred to in paragraph 2.6 shall be extended to 18 months provided that the Developer can demonstrate to the LPA's reasonable satisfaction before the end of the 12 month period that there are agreed heads of terms with a potential Anchor Employment Tenant or Anchor Employment Tenant(s) (as applicable) and that solicitors have been instructed by both sides to document the lease arrangements.

### 3. **WORKSPACE STRATEGY**

- 3.1 No Development shall be Commenced until the Developer has submitted and obtained the LPA's Approval to the Workspace Strategy.
- 3.2 The Developer shall not less than once a year from the date of Commencement until the date on which all Other Workspace is Occupied:
- 3.2.1 review the effectiveness of the Workspace Strategy; and
- 3.2.2 submit to the LPA for Approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.
- 3.3 The Developer shall implement the Approved Workspace Strategy (as may be amended in accordance with paragraph 3.2.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Other Workspace.

#### 4. LOCAL LABOUR AND LOCAL BUSINESS

4.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that:

- 4.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Local Area;
- 4.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 4.1.3 the recruitment of persons living in the Local Area accounts for 25% of the construction jobs arising from the Development;
- 4.1.4 the recruitment of persons living in the Local Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;
- 4.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
- 4.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
- 4.1.7 work-based learning opportunities are provided at the Development, including not less than 5 apprenticeship opportunities

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

4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:

- 4.2.1 use Reasonable Endeavours to ensure that businesses located in the Local Area benefit directly from the commercial opportunities arising from the Development;
- 4.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Local Area; and
- 4.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

**PROVIDED THAT** this paragraph shall not prevent any group tendering or procurement by Bellway Homes Limited.

#### 5. CONSIDERATE CONSTRUCTORS SCHEME

5.1 The Developer covenants to:

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

**SCHEDULE 9**  
**SUSTAINABILITY**

**1. DEFINITIONS**

- "District Energy Network"** means the Olympic Park district energy network;
- "Local CHP Plant"** means any gas boilers and combined heat and power plants located within the Site or adjacent developments;
- "Price Per Carbon Tonne"** means £60 (Indexed) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions.

**2. DISTRICT HEATING NETWORK**

**2.1 The Developer shall:**

- 2.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect all Blocks to the District Energy Network; and
- 2.1.2 provide a written report to the LPA no later than 3 months following the Commencement Date outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the extension and connection.

**2.2 If the report submitted pursuant to paragraph 2.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors, the carbon factor associated with the District Energy Network, the financial cost to residents and suitability of timescales) to connect all Blocks to the District Energy Network the Developer shall:**

- 2.2.1 use Reasonable Endeavours to connect to a Local CHP Plant; and
- 2.2.2 submit a further written report to the LPA no later than 3 months following the Commencement Date outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.2.1 above, the progress made towards securing connection to a Local CHP Plant and whether the Development will as a minimum meet the regulated carbon dioxide emissions standards outlined within Policy S.2 of the Local Plan.

**2.3 The Developer shall no later than 3 months following the Commencement Date:**

- 2.3.1 submit a report pursuant to paragraph 2.1.2 confirming to the LPA's satisfaction that it will be possible to connect all Blocks to the District Energy Network; or
- 2.3.2 in the event that it will not be possible to connect all Blocks to the District Energy Network, submit a report pursuant to paragraph 2.2.2 confirming to the LPA's satisfaction that it will be possible to connect all Blocks to a Local CHP Plant and that the Development will meet as a minimum the regulated carbon dioxide emissions standards outlined within Policy S.2 of the Local Plan; or
- 2.3.3 in the event that either:
- (a) it will not be possible to connect all Blocks to the District Energy Network or Local CHP Plant (as applicable); or
  - (b) it will be possible to connect all Blocks to a Local CHP Plant but that the Development will not meet the regulated carbon dioxide emissions standards outlined within Policy S.2 of the Local Plan

agree the terms of and enter into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the LPA towards identified offset solutions such contribution having been calculated by reference to the residual carbon dioxide emissions to be off-set in order to meet the regulated carbon dioxide emissions standards outlined within Policy S.2 of the Local Plan (expressed in tonnes of co2) x Price Per Carbon Tonne x 30 years.

2.4 No Block shall be Occupied unless and until:

2.4.1 it is connected to the District Heating Network; or

2.4.2 where paragraph 2.3.2 applies, it is connected to a Local CHP Plant; or

2.4.3 where paragraph 2.3.3 applies the obligation referred to in paragraph 2.3.3 has been entered into and satisfied by the Developer and (if applicable) the Block is connected to a Local CHP Plant;

### 3. REDUCTION OF ENERGY DEMAND

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

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

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

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

**SCHEDULE 10**  
**DESIGN MONITORING**

**1. DEFINITIONS**

- "Approved Drawings"** means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
- "Architect"** means Levitt Bernstein;
- "Design Monitoring Costs"** means the monies paid in accordance with paragraph 3.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission;
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.

**2. DESIGN TEAM STATEMENT**

- 2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of those details (the **"Design Team Statement"**):
- 2.1.1 an application pursuant to Conditions 3, 4, 5, 6, 7 and 14 of the Planning Permission;
  - 2.1.2 an application for a S96A Amendment;
  - 2.1.3 an application for a S73 Permission.
- 2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

**3. DESIGN MONITORING COSTS**

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

- 3.1.1 notify the LPA of such non-retention and of the proposed replacement architect; and
- 3.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:
  - (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA; and
  - (b) the LPA may make more than one demand for payment of Design Monitoring Costs

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

#### 4. RESTRICTION ON DEVELOPMENT

- 4.1 The Development shall not Commence until the Developer has either:-
  - 4.1.1 provided satisfactory evidence to the LPA that the Architect has been and will continue to be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or
  - 4.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.
- 4.2 No Development shall be carried out if any LPA's Design Monitoring Costs that have fallen due have not been paid in accordance with paragraph 3.1.2.
- 4.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

## SCHEDULE 11

### PUBLIC OPEN SPACE AND PLAY SPACE

#### 1. DEFINITIONS

##### "Delivery Plan"

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

- (a) the specification of the PAOS;
- (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is Approved by the LPA); and
- (c) the timing of the delivery of the PAOS and the Play Space by reference to the construction of the Residential Units;

##### "Permitted Closures"

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

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (b) temporary closure where such temporary closure is reasonably required for the purposes of maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question;
- (c) 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;
- (d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

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

##### "Play Areas"

means the areas shown shaded red, pink and green on Plan 8;

##### "Play Space Contribution"

means the sum of £25,000 (Indexed)

**"Publicly Accessible Open Space" or "PAOS"** means areas of the public realm and pedestrian routes within the Development shown shaded pink on Plan 9 which shall be maintained and shall be freely accessible to the general public at all times (save as specified in this Schedule).

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

- 2.1 No Development shall be Commenced until the Delivery Plan has been submitted to and agreed in writing by the LPA.
- 2.2 The Development shall be carried out and Occupied in accordance with the Approved Delivery Plan unless otherwise agreed with the LPA.
- 2.3 Unless otherwise specified in the Approved Delivery Plan:
  - 2.3.1 no Residential Units in Block B1 shall be Occupied until the Play Areas incorporated within Block B1 as shown shaded red on Plan 8 have been Completed in accordance with the Approved Delivery Plan and made available to residents of Block B1;
  - 2.3.2 no Private Residential Units in Block B3 and not more than 25 Private Residential Units in Block B1 shall be Occupied until the Play Areas incorporated within Block B3 as shown shaded pink on Plan 8 have been Completed in accordance with the Approved Delivery Plan and made available to residents of Block B3;
  - 2.3.3 no more than 50% of the Private Residential Units in any Block shall be Occupied until the relevant part of the Play Area on Plan 10 to be provided in connection with that Block has been Completed in accordance with the Approved Delivery Plan and made available to residents of the Development; and
  - 2.3.4 no more than 124 Private Residential Units within the Development shall be Occupied until the PAOS incorporated within the Development has been Completed in accordance with the Approved Delivery Plan and made available to residents of the Development and opened to the general public.

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

- 3.1 From the date of Completion of the Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**
  - 3.1.1 Permitted Closures; and
  - 3.1.2 any lawful requirements of the police or any other competent authority.
- 3.2 Subject to paragraph 3.1 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space.

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

The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 7.



**5. PLAY SPACE CONTRIBUTION**

- 5.1 No Development shall be Commenced until the Developer has paid the Play Space Contribution to the LPA.
- 5.2 The LPA shall apply the Play Space Contribution exclusively within the park known as "Canal Park" in the Queen Elizabeth Olympic Park.

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

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

)  
)  
)  
)  
.....  
**Authorised Signatory**



EXECUTED as a deed by **BELLWAY  
HOMES LIMITED** acting by:-

)  
)  
.....  
**Director**  
.....  
**Director/Secretary**

EXECUTED as a deed by **ROOFF  
PROPERTY LLP** acting by:-

)  
)  
.....  
**Member**  
.....  
**Member**

EXECUTED as a deed by  
**TERENCE MICHAEL ALLEN**  
in the presence of:-

)  
)  
.....  
**Terence Michael Allen**

Signature of witness:

.....  
J. MacArthur

Name of witness:

.....  
JAMIE MACARTHUR

Address of witness:

.....  
8 IMPERIAL HEATHS

.....  
E18 2J5.

Occupation of witness:

.....  
Town Planner.

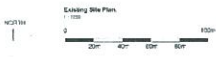
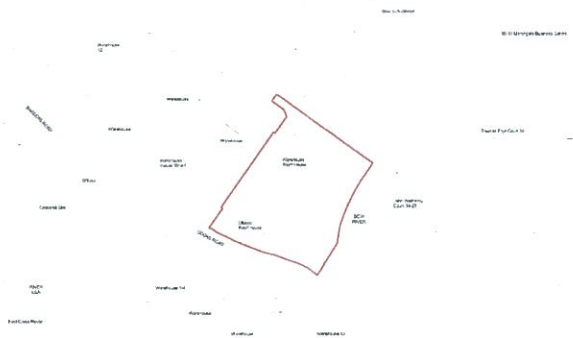
**APPENDIX 1**

**PLAN 1: SITE**

PLAN 1

DAG  
L. Konyak  
L. Konyak

*[Handwritten signature]*



**standard notes**

1. Do not use this drawing.
2. All dimensions shall be based on site and any other information shown on the original.
3. Unless shown otherwise, all dimensions are to centre of lines.

**drawing notes**

Proposed Boundary  
All levels are Above Original Datum (AOD)

**revisions**

R1 22.02.2014	Planning Issue
R2 29.02.2014	Planning Issue
R3 14.02.2015	Stage 2 Planning Issue
R4 17.02.2015	Planning Issue
R5 22.02.2015	Planning Issue - Site Boundary Update

**Cooks Road PLANNING NOT TO SCALE**

date: 17.07.2014 client: Bellway  
 scale: drawing  
 1: 1250 @ A1 Site Location Plan  
 drawn: checked: drawing number: rrv  
 OB NM 2933A-D-009 PS  
 Levitt Bernstein  
 Levitt Bernstein  
 1. 02 7275 2676  
 2. 02 7275 2648  
 3. 02 7275 2648  
 4. 02 7275 2648  
 5. 02 7275 2648

THIS IS NOT A CONSTRUCTION DRAWING. IT IS UNLAWFUL FOR THE PURPOSE OF CONSTRUCTION AND MUST ON NO ACCOUNT BE USED AS SUCH.