

part of the PDZ or SPDZ (as applicable)) including all legal and other fees incurred or to be incurred in relation thereto;

19. ~~The fees of any independent surveyor or other expert appointed under the provisions of any sale or funding agreement or this agreement;~~
20. ~~The cost of insurance of or relating to the PDZ or SPDZ (as applicable) or any part or parts of it, including insurance properly required respect of in any title matter relating to the PDZ (as applicable);~~
21. ~~Stamp Duty Land Tax and Land Registry fees properly payable as a direct result of the Proposed PDZ Development or Proposed SPDZ Development (as applicable);~~
22. ~~Interest on all items listed in this schedule, including any bank (or other financier's) arrangement and exit fees and valuation and legal fees;~~
23. ~~Development Partner's reasonable profit margin~~
24. ~~Any VAT on any expenditure referred to in this Appendix until such time as such VAT is recovered by way of credit or repayment.~~
25. ~~The costs and expenses (including all professional fees) of providing and completing any adoption agreements, dedication agreements, bonds or guarantees required to be provided in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts of it (as the case may be);~~
26. ~~Any other reasonable cost, expense or charge properly incurred by or on behalf of the Development Partner in connection with the Development.~~

[Not used]

Summary Report	
Title	CompareDocs Comparison Results
Date & Time	14/08/2023 18:13:40
Comparison Time	12.78 seconds
compareDocs version	v5.1.700.3

Sources	
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Modified Document	LCS S106 - Updated version to reflect Fifth S73(9.8) (002) (002).docx

Comparison Statistics	
Insertions	78
Deletions	130
Changes	122
Moves	8
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Paragraph Style Changes	0
Character Style Changes	0
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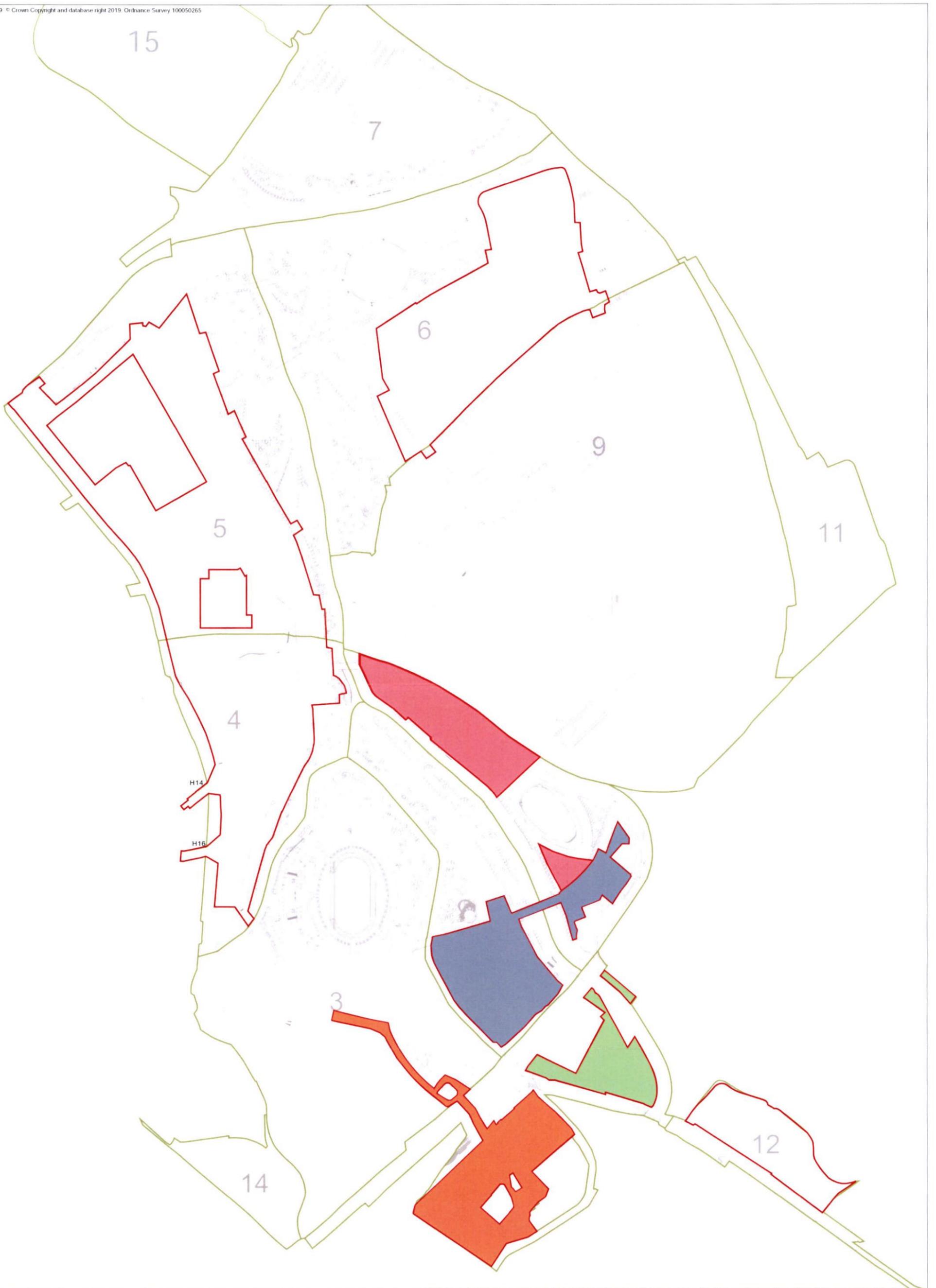
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Document View	Word	Print

SCHEDULE 3

"Appendix 1"

Plan of the Original Site and Revised Site

DRAFT



KEY

- LCS Planning Application Boundary
- Planning Delivery Zone
- Area 'slotted out' pursuant to 17/00236/VAR
- Area 'slotted out' pursuant to 18/00471/VAR
- Area 'slotted out' pursuant to 21/00561/VAR
- Area 'slotted out' pursuant to 22/00216/VAR

N

**OLYMPIC PARK
LEGACY
COMPANY**

AECOM

Legacy Communities Scheme

Drawing Title
Plan of the Site and
Planning Delivery Zones
S106 Appendix 1

Scale: 1:2500
Date: August 2022
Status: For Approval

Drawing No: LCS-DWG-APP-RED-PAR-GLB-001
Rev: P06

SCHEDULE 4
"Appendix 3"

DRAFT



Short Label:	Title Number:
F1	EGL573475
F2	EGL562116
F3	EGL572274
F4	EGL572932
F5	EGL562634
F6	EGL200675
F7	EGL200676
F8	AGL221592
F9	AGL304550
F10	AGL304553
F11	EGL98143
F12	EX30363
F13	EGL561244
F14	EGL533907
F15	AGL221079
F16	EGL573100
F17	TGL363543
F18	EGL533912
F19	EGL567358
F20	EGL508925
F21	EGL266376
F22	LN55361
F23	EGL575824
F24	EGL571796
F25	EGL356763
F26	TGL432467
F27	EGL571797
F28	EGL560344
F29	EGL533913
F30	EGL571880
F31	EGL562370
F32	EGL554302
F33	EGL573430
F34	EGL533915
F35	EGL533916
F36	EGL571226
F37	EGL533914
F38	EGL533910
F39	EGL562391
F40	EGL533911
F41	EGL560513
F42	TGL342249
F43	EGL562488
F44	TGL386424
F45	EGL248340
F46	370765
F47	LN37206
F48	369565
F49	LN44641
F50	NGL152454
F51	EGL572930
F52	EGL527339
F53	EGL571037
F54	EGL533909
F55	EGL533905
F56	TGL345344
F57	TGL345344
F58	63864
F59	EGL533902
F60	EGL570920
L2	EGL484281
L3	TGL365374
L5	EGL51055
L6	EGL457814
L7	EGL221056
L8	EGL428163
L9	EGL487368
L10	NGL8018
L11	TGL403738
L12	TGL403739
L13	EGL40453
L14	EGL526862
L15	EGL548490
L16	EGL548491
L18	North Parklands
L19	Timber Lodge
L20	AGL411945

KEY		LAND REGISTRY TENURE TYPE	
	LCS Planning Application Boundary		Area 'slotted out' pursuant to 21/005611/VAR
	Area 'slotted out' pursuant to 17/00236/VAR		Freehold
	Area 'slotted out' pursuant to 18/00471/VAR		Area 'slotted out' pursuant to 22/00216/VAR
			Leasehold

PLAN A



Legacy Communities Scheme

Appendix 3-
 Fifth Section 73 Title Plan
 Scale: 1:2500 Date: July 2023
 For Information
 LCS-DWG-106-RT

SCHEDULE 5

"Appendix 5"

DRAFT

15

7



11

14

KEY

- LCS Planning Application Boundary
- LCS Development Parcels
- Area 'slotted out' pursuant to 17/00236/VAR
- Area 'slotted out' pursuant to 22/00216/VAR
- Area 'slotted out' pursuant to 18/00471/VAR
- Area 'slotted out' pursuant to 21/00561/VAR

NOTES

1. All areas shown on this plan are subject to the Legacy Communities Scheme.

2. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

3. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

4. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

5. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

6. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

7. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

8. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

9. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

10. The Legacy Communities Scheme is a scheme of land in the Olympic Park area of London, which is being developed for residential, commercial and leisure purposes.

N

Client	OLYMPIC PARK LEGACY COMPANY	Drawing Title	LCS Development Parcel Plan 5106 Appendix 5
Organisation	AECOM	Scale	1:2500
Project Title	Legacy Communities Scheme	Date	August 2022
Drawing No.	LCS-DWG-ILL-PER-CON-GLB-013	Rev.	PO5

SCHEDULE 6

"Appendix 8"

Rev	Description	DrnChk	Date
00	First Draft	CB	07.09.2012
00	Issue	DM	17.09.2012

NOTES

- Key
- Indicative new stops in Legacy (+/- 50m)
 - Roads used by buses in transformation
 - Roads that could be used by buses
 - LCS Planning Application Boundary
 - Development Plots
 - Existing or Transformation Bus Stops
- Area slotted out pursuant to:
- 22/00216/VAR
 - 21/00561/VAR
 - 18/00471/VAR
 - 17/00236/VAR
- Storford High Street East / West Corridor

Client: **OLYMPIC PARK LEGACY COMPANY**

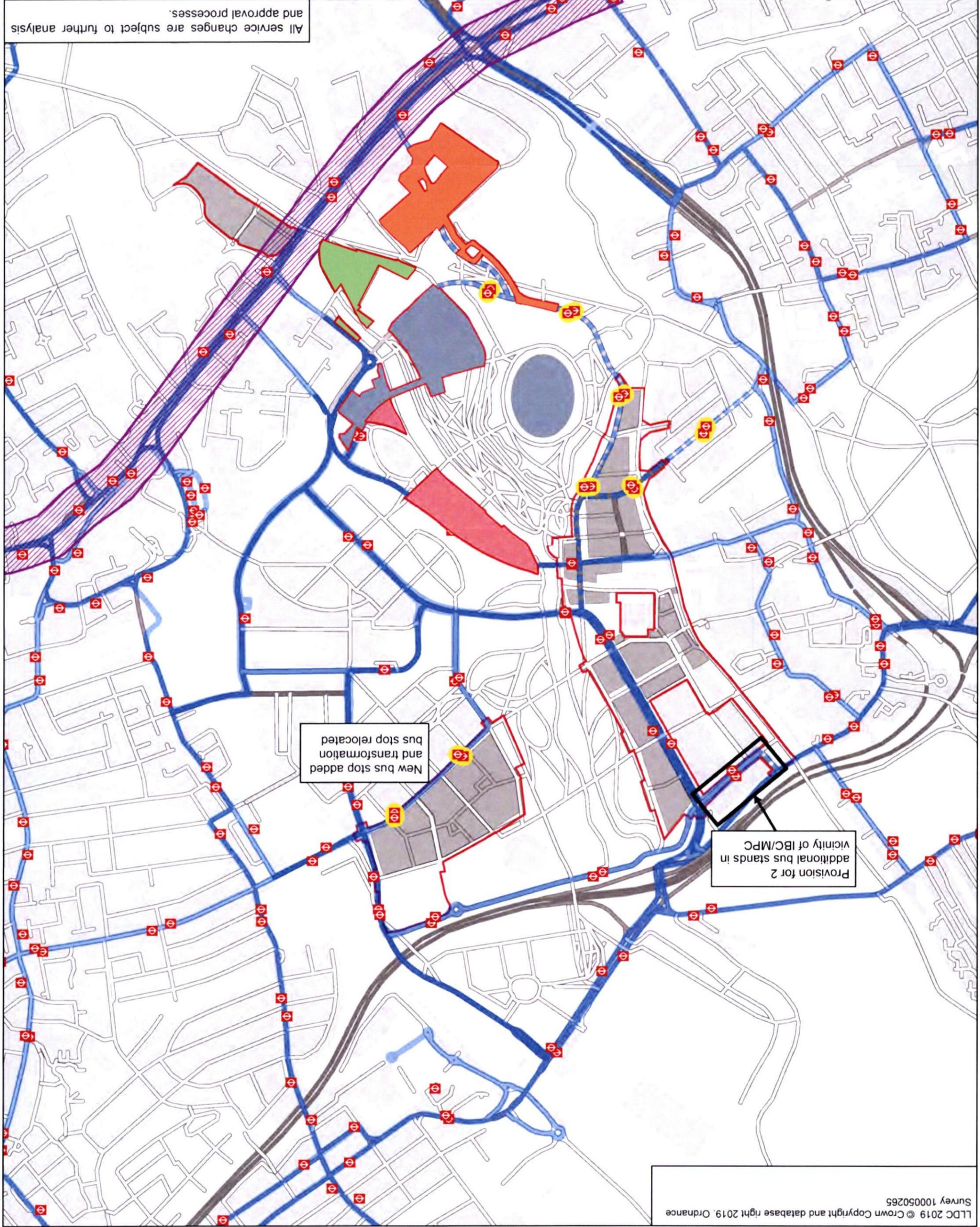
Organisation: Scale (A3) 1:10,000 Date August 2022

Status ISSUE

Project Title: Legacy Communities Scheme

Drng. No. LCS-GLB-ACC-TA-001A-FS.11 Rev. P05

Drawing Title: Bus Enhancement Plan S106 Appendix 8



All service changes are subject to further analysis and approval processes.

SCHEDULE 7

"Appendix 10"

DRAFT

Area Sited or Proposed to	Proposed Primary Route	Proposed Secondary Route	Proposed Tertiary Route	Proposed Junction
22/002 (WVA/2)	Blue dashed line	Blue dashed line	Blue dashed line	Blue dashed line
21/005 (V/2)	Red dashed line	Red dashed line	Red dashed line	Red dashed line
18/004 (V/2)	Green dashed line	Green dashed line	Green dashed line	Green dashed line
17/002 (WVA/2)	Orange dashed line	Orange dashed line	Orange dashed line	Orange dashed line



Boundary Type	Line Style
Highway Boundary	Red dashed line
Land Parcel Boundary - Other	Blue dashed line
Land Parcel Boundary	Green dashed line
Site Boundary	Orange dashed line

SCHEDULE 8
"Schedule 14"

DATED

20[]

- (1) [LONDON LEGACY DEVELOPMENT CORPORATION] OR []
- (2) TRANSPORT FOR LONDON
- (3) [LONDON LEGACY DEVELOPMENT CORPORATION] OR []

SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the development of land within the future Queen Elizabeth Olympic Park and entered into pursuant to Clause [4.1.3][5.1.3] and Schedule 14 of the Principal Agreement

THIS SUPPLEMENTAL AGREEMENT is made on

20[]

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN [**Local Planning Authority**] (the "**LPA**"); and
- (2) **TRANSPORT FOR LONDON** of 5 Endeavour Square, Stratford, London E20 1JN ("**TfL**"); and
- (3) [**LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN] OR [] of [] ("**LLDC**" / the "**Owner**")]

RECITALS

WHEREAS:-

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Part is situated.
- (B) On 28 September 2012 the Olympic Delivery Authority, the [LLDC][Owner] and TfL entered into the Original Agreement to bind the Developer's Land. Since that date the Original Agreement has been amended pursuant to the unilateral undertakings set out in Annex 2.
- (C) The [LLDC][Owner] has acquired the Interest which has not prior to the date of this Agreement been part of the Developer's Land.
- (D) This Supplemental Agreement is entered into pursuant to the requirements of Clause [4.1.3][5.1.3] of the Principal Agreement and is entered into for the purpose of ensuring that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the Interest for the purposes of the said section 106.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.

1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

"**Interest**" means [details to be inserted of interest acquired] in the Part;

"**Part**" means that part of the Site shown edged red on the plan at Annex 1 [such Part being registered at the Land Registry under title number []];

"**Original Agreement**" means the agreement dated 28 September 2012 and made in respect of the Planning Permission between (1) the Olympic Delivery Authority, (2) the London Legacy Development Corporation (as developer) and (3) Transport for London pursuant to section 106 of the 1990 Act;

"Principal Agreement"

means the Original Agreement as varied at the date of this Supplemental Agreement (including pursuant to variations made pursuant to unilateral undertakings set out in Annex 2).

2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990, sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.
- 2.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Part is situated.
- 2.3 The Owner covenants with the LPA that from the date of this Supplemental Agreement it is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Interest and, subject to Clauses 2.9, 2.9A, 2.10 and 2.11 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer are entered into by the Owner with the intent that they shall be enforceable not only against the Owner but also against any successors in title to its Interest or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Interest (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Interest in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of the 2011 Act and section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.
- 2.4 The Owner agrees that from the date of this Supplemental Agreement the obligations, covenants and undertakings contained in Schedule 2 (Transport) to the Principal Agreement shall be enforceable by TfL against the Owner in relation to the Interest.
- 2.5 LLDC covenants with the LPA that from the date of this Supplemental Agreement it shall Comply with Clauses 5.1.1 and 5.1.2 of the Principal Agreement in relation to the Interest.
- 2.6 The LPA and TfL covenant with the Owner in respect of the Interest to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement.

3. MODIFICATION TO THE PRINCIPAL AGREEMENT

- 3.1 The parties agree that with effect from the date of this Supplemental Agreement the Principal Agreement shall be modified as follows:
- (a) the definition of "Developer's Land" in Clause 1 shall be modified by the insertion of the following:

[3]. [insert details to be inserted of interest acquired] in the Site shown edged [] on the plan annexed hereto at [] [and being registered at the Land Registry under title number []]

4. LOCAL LAND CHARGE

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

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

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

Authorised signatory

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

Authorised signatory

EXECUTED as a DEED by)
[] in the presence of:)

Annex 1
Plan identifying Part

Annex 2

Existing Variations to the Original Agreement

Planning permission / approval / reserved matters reference number	Date of unilateral undertakings	Summary of Variations to the Original Agreement
14/0035/AOD and 14/00036/VAR	11 August 2014	Variations to clause 2.3, 2.9A, 2.12, 4.1.6, and 22, the triggers for the bus contributions, family housing and affordable housing targets for PDZs 4 and 5 and site wide, new confidential appendix and consequential variations to the viability review schedule
14/00461/NMA	4 September 2015	Variations to Schedule 8 in relation to the First Primary School
16/00039/REM and 16/00066/NMA	27 May 2016	Variations to Schedule 8 in relation to the Second Primary School
16/00035/FUL and 16/00197/NMA	27 January 2017	Variation in relation to the Secondary School
17/00236/VAR and 18/00208/NMA	3 May 2018	Variation to Schedules 2, 3, 4, 6, 7, 11, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for commencement of the provision of healthcare facilities, SNT and Community facilities, education facilities, non-potable water supply and consequential variations to the viability review schedule to reflect the slotting out of PDZ 1.2 and PDZ 2.
18/00471/VAR and 19/00220/NMA	25 July 2019	Variation to Schedules 2, 3, 4, 6, 7, 11, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for commencement of the provision of healthcare facilities, SNT and Community facilities, education facilities, non-potable water supply and consequential variations to the viability review schedule to reflect the slotting out of PDZ 1.1 and the remainder of PDZ 2.

20/00197/NMA	11 May 2021 (binding in respect of the Developer's Land in PDZs 4 and 5 only)	Variations to Schedules 3, 4, 6 and 15 namely amendments to affordable and family housing targets/triggers and consequential variations to the viability review schedule to reflect the increase in residential floorspace in PDZs 4 and 5, as well as amendments to reflect discussions with CCG on Healthcare Facilities in PDZ4.
21/00561/VAR and 22/00146/NMA	13 April 2023	Variations to Schedules 2, 3, 4, 7, 8, 9 and 15, namely a reduction in transport contributions, revisions to affordable and family housing targets, deletion of requirement to provide SNT Space in PDZ8, amendments to triggers for the provision of Nursery Facilities and Managed Workspace and consequential variations to the viability review schedule to reflect the slotting out of PDZ 8.1 and PDZ 8.4.
22/00216/VAR and 22/00424/NMA	[x] 2023	Variations to Schedules 2, 3, 4, 5, 6, 7, 8, 9, 11 and 15, namely a reduction in transport contributions, revisions to affordable and family housing targets, deletion of the requirement to provide Sheltered Housing, deletion of requirement to provide Healthcare Facilities in PDZ8, reduction in Minimum Community Facilities Provision and revision to trigger for its provision; deletion of requirement to provide Nursery Facilities in PDZ8; removal of obligations relating to Social Infrastructure Contribution; deletion of the requirement to provide Minimum Managed Workspace and Affordable Workspace in SPDZ8A; deletion of requirements to seek to extend the Old Ford Facility and District Heating Network to PDZ8 and deletion of the viability review schedule, in connection with the slotting-out of Development Parcels 8.2 and 8.3 (SPDZ8A)

DATED

20[]

UNILATERAL UNDERTAKING GIVEN BY DEED
BY
THE LONDON LEGACY DEVELOPMENT CORPORATION
(as Owner)

pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the Legacy Communities Scheme, Queen Elizabeth Olympic Park and entered into pursuant to Clause [4.1.3][5.1.3] and Schedule 14 of the Principal Agreement

To be read alongside the unilateral undertaking given by London Legacy Development Corporation (as local planning authority) and Transport for London pursuant to section 201 of the Localism Act 2011 relating to the same development and entered into on the date hereof

THIS UNILATERAL UNDERTAKING is given on

20[]

BY the LONDON LEGACY DEVELOPMENT CORPORATION of Level 9, 5 Endeavour Square, Stratford, London E20 1JN ("**the Owner**")

IN FAVOUR OF:-

(1) The **LOCAL PLANNING AUTHORITY** from time to time; and

(2) **TRANSPORT FOR LONDON** of 5 Endeavour Square, Stratford, London E20 1JN ("**TfL**").

RECITALS

Parties

- (A) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Site.
- (B) Pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012, the London Legacy Development Corporation ("**LLDC**") is the local planning authority for the area within which the Site is located for the purposes of Part 3 of the 1990 Act. It exercises this power in place of the Host Boroughs.
- (C) LLDC's Board has delegated the exercise of LLDC's planning functions to PPDT. Although it acts independently, PPDT remains part of the same legal entity as LLDC.
- (D) At the time this Deed is entered into, it is expected that that LLDC will be a time limited organisation and its planning powers will eventually revert to the Host Boroughs or transfer to another successor organisation(s).
- (E) LLDC is a Mayoral Development Corporation ("**MDC**") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (F) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC is the owner of land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land.

Legacy Communities Scheme

- (G) The Olympic Park Legacy Company (the predecessor owner of the Developer's Land) submitted a planning application to the Olympic Delivery Authority (the then local planning authority) on 30 September 2011 for the residential-led legacy redevelopment of the Original Site.
- (H) On 28 September 2012 the Olympic Delivery Authority (as local planning authority), LLDC (as landowner) and TfL entered into the Original Agreement to bind the Developer's Land and the Original Planning Permission for such residential-led legacy redevelopment was granted.
- (I) Since that date and as noted in Recital (B), LLDC has become the local planning authority for the area within which the Site is located.

- (J) LLDC recognises that while it is both Owner and LPA, it cannot enforce the obligations secured by the Principal Agreement against itself. If a breach of the terms of the Principal Agreement occurs while LLDC is both landowner and LPA, LLDC and PPDT will seek to resolve that breach in accordance with the terms of the Enforcement Protocol.
- (K) LLDC also recognises that as a matter of law, as both landowner and local planning authority LLDC it is unable to enter into bilateral agreements with itself. In accordance with the terms of the Enforcement Protocol, amendments to the Original Agreement have been agreed between PPDT and LLDC (as landowner) and TfL by way of the reciprocal unilateral undertakings set out in Annex 2. The Enforcement Protocol sets out how the terms of the reciprocal undertakings will be managed while LLDC is both landowner and local planning authority.
- (L) LLDC has acquired the Interest which has not prior to the date of this Deed been part of the Developer's Land. To overcome the obstacle that LLDC cannot enter into bilateral agreements with itself, the Owner unilaterally undertakes herein pursuant to the requirements of Clause [4.1.3][5.1.3] and Schedule 14 of the Principal Agreement to abide by the terms of and to perform the Developer's obligations set out in the Principal Agreement with the intention of binding its Interest with the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement.
- (M) To the extent that obligations incorporated into this Deed fall within the scope of section 106(1) of the 1990 Act, LLDC (as landowner) intends that they create planning obligations for the purpose of section 106 of the 1990 Act binding itself and its interests in the Developer's Land. LLDC (as landowner) intends that such obligations will be enforceable against any Owner of the Developer's Land or any part of it under section 106(3) of the 1990 Act in accordance with the provisions of this Deed.
- (N) To the extent that such obligations fall outside of the scope of section 106(1) of the 1990 Act, LLDC (as landowner) intends that they will be enforceable against the LLDC (as landowner) in accordance with the normal principles of contract law.
- (O) In addition the LPA has entered into the Reciprocal Undertaking with the intention of binding itself and its successors in function with the terms and obligations set out in the Principle Agreement as though the definition of "Developer's Land" in Clause 1 of the Principal Agreement has been modified to include the Interest.
- (P) Once land the Interest is transferred to a third party and the obligations contained in this Deed can be enforced against such third party in accordance with Clause 2.3 of this Deed or once LLDC's planning functions pass to a successor local planning authority, then LLDC intends that the obligations in this Deed automatically crystallise as planning obligations under section 106 of the 1990 Act and will be enforceable in accordance with the terms of this Deed.
- (Q) This Deed is to be read alongside the Reciprocal Undertaking.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"Enforcement Protocol" means the protocol for enforcing the terms of this Deed contained at Annex 3 as approved by

PPDT's planning committee at its meeting on 29 April 2014 and as approved by LLDC as amended from time to time;

"Interest"	means [details to be inserted of interest acquired] in the Part;
"Part"	means that part of the Site shown edged [] on the plan at Annex 1 [such Part being registered at the Land Registry under title number []];
"Original Agreement"	means the agreement dated 28 September 2012 and made in respect of the Planning Permission between (1) the Olympic Delivery Authority, (2) the London Legacy Development Corporation (as developer) and (3) Transport for London pursuant to section 106 of the 1990 Act;
"Principal Agreement"	means the Original Agreement as varied at the date of this Deed (including pursuant to the unilateral undertakings set out in Annex 2);
"Reciprocal Undertaking"	means a completed unilateral undertaking of even date with this Deed given by LLDC as LPA and TfL in which the LPA and TfL undertake for the benefit of the Owner of the Interest to abide by the terms and to comply with the obligations given on the part of the LPA and TfL contained in the Principal Agreement.

2. OPERATION OF THIS UNILATERAL UNDERTAKING

- 2.1 This Deed is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990, sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.
- 2.2 The obligations, covenants, undertakings and agreements contained in this Deed and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Part is situated.
- 2.3 The Owner covenants with the LPA that from the date of this Supplemental Agreement it is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Interest and, subject to Clauses 2.9, 2.9A, 2.10 and 2.11 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer are entered into by the Owner with the intent that they shall be enforceable not only against the Owner but also against any successors in title to its Interest or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Interest (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Interest in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201, 205 and 206 of

the 2011 Act and section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 in accordance with the following provisions:

- (i) while LLDC remains the local planning authority for the purposes of Part 3 of the 1990 Act for the Developer's Land, this Deed shall be enforceable by LLDC as local planning authority against any freehold or leasehold successors in title to the Interest or assigns of the Owner and/or any person claiming a freehold or leasehold interest or estate in the Interest through or under the Owner provided that such successor or person is not part of the same legal entity as LLDC;
- (ii) after LLDC's function as the local planning authority for the Developer's Land has been transferred to a successor planning authority, this Deed shall be enforceable by such successor local planning authority;

PROVIDED THAT any enforcement of the terms of this Deed shall be subject to the restrictions on the enforcement of the Principle Agreement as set out in the Principle Agreement.

- 2.4 While LLDC is both the Owner and the local planning authority, LLDC will comply with the terms of the Enforcement Protocol.
- 2.5 To the extent that the obligations, covenants, undertakings, restrictions and agreements undertaken by the Owner under Clause 3 of this Deed do not constitute planning obligations for the purposes of section 106 of the 1990 Act, the Owner intends that they shall be enforceable in contract by any successor authority to the LLDC's planning functions.
- 2.6 The Owner agrees that from the date of this Supplemental Agreement the obligations, covenants and undertakings contained in Schedule 2 (Transport) to the Principal Agreement shall be enforceable by TfL against the Owner in relation to the Interest.
- 2.7 The Owner covenants with the LPA that from the date of this Supplemental Agreement it shall Comply with Clauses 5.1.1 and 5.1.2 of the Principal Agreement in relation to the Interest.

3. **OWNER'S COVENANTS IN FAVOUR OF THE LPA AND TFL**

- 3.1 The Owner undertakes for the benefit of the LPA and TfL to perform the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement as if the definition of "Developer's Land" in Clause 1 of the Principal Agreement has been modified by the insertion of the following:

4. **LEGAL BASIS**

- 4.1 This Deed is made under section 106 of the 1990 Act and under section 201 of the Localism Act 2011.

5. **RIGHTS OF THIRD PARTIES**

- 5.1 Save in respect of the LPA and TfL, no term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

6. **LOCAL LAND CHARGE**

- 6.1 This Deed is a local land charge and is intended to be registered as such.

IN WITNESS whereof the London Legacy Development Corporation has executed and delivered this unilateral undertaking as a Deed the day and year first above written

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

Authorised signatory

Annex 1
Plan identifying Part

Annex 2

Existing Variations to the Original Agreement

Planning permission / approval / reserved matters reference number	Date of unilateral undertakings	Summary of Variations to the Original Agreement
14/0035/AOD and 14/00036/VAR	11 August 2014	Variations to clause 2.3, 2.9A, 2.12, 4.1.6, and 22, the triggers for the bus contributions, family housing and affordable housing targets for PDZs 4 and 5 and site wide, new confidential appendix and consequential variations to the viability review schedule
14/00461/NMA	4 September 2015	Variations to Schedule 8 in relation to the First Primary School
16/00039/REM and 16/00066/NMA	27 May 2016	Variations to Schedule 8 in relation to the Second Primary School
16/00035/FUL and 16/00197/NMA	27 January 2017	Variation in relation to the Secondary School
17/00236/VAR and 18/00208/NMA	3 May 2018	Variation to Schedules 2, 3, 4, 6, 7, 11, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for commencement of the provision of healthcare facilities, SNT and Community facilities, education facilities, non-potable water supply and consequential variations to the viability review schedule to reflect the slotting out of PDZ 1.2 and PDZ 2.
18/00471/VAR and 19/00220/NMA	25 July 2019	Variation to Schedules 2, 3, 4, 6, 7, 11, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for commencement of the provision of healthcare facilities, SNT and Community facilities, education facilities, non-potable water supply and consequential variations to the viability review schedule to reflect the slotting out of PDZ 1.1 and the remainder of PDZ 2.

20/00197/NMA	11 May 2021 (binding in respect of the Developer's Land in PDZs 4 and 5 only)	Variations to Schedules 3, 4, 6 and 15 namely amendments to affordable and family housing targets/triggers and consequential variations to the viability review schedule to reflect the increase in residential floorspace in PDZs 4 and 5, as well as amendments to reflect discussions with CCG on Healthcare Facilities in PDZ4.
21/00561/VAR and 22/00146/NMA	13 April 2023	Variations to Schedules 2, 3, 4, 7, 8, 9 and 15, namely a reduction in transport contributions, revisions to affordable and family housing targets, deletion of requirement to provide SNT Space in PDZ8, amendments to triggers for the provision of Nursery Facilities and Managed Workspace and consequential variations to the viability review schedule to reflect the slotting out of PDZ 8.1 and PDZ 8.4.
22/00216/VAR and 22/00424/NMA	[x] 2023	Variations to Schedules 2, 3, 4, 5, 6, 7, 8, 9, 11 and 15, namely a reduction in transport contributions, revisions to affordable and family housing targets, deletion of the requirement to provide Sheltered Housing, deletion of requirement to provide Healthcare Facilities in PDZ8, reduction in Minimum Community Facilities Provision and revision to trigger for its provision; deletion of requirement to provide Nursery Facilities in PDZ8; removal of obligations relating to Social Infrastructure Contribution; deletion of the requirement to provide Minimum Managed Workspace and Affordable Workspace in SPDZ8A; deletion of requirements to seek to extend the Old Ford Facility and District Heating Network to PDZ8 and deletion of the viability review schedule, in connection with the slotting-out of Development Parcels 8.2 and 8.3 (SPDZ8A)

Annex 3 – Enforcement Protocol

LONDON LEGACY DEVELOPMENT CORPORATION

s106 ENFORCEMENT PROTOCOL

1. INTRODUCTION

- In March 2012 the London Legacy Development Corporation (LLDC) was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focused on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- On 1 October 2012, LLDC also became the local planning authority for the land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policies and Decisions Team (PPDT)¹, a directorate within LLDC which reports to LLDC's Board.
- From a planning perspective, LLDC combines in a single legal entity two distinct roles; firstly as landowner/developer whose land is already bound by several agreements made under S106 of the Town and Country Planning Act 1990 (a S106 Agreement), secondly as the planning authority responsible for enforcing compliance with those agreements.
- As a matter of common law, a single entity can neither contract with itself, nor can it enforce contracts against itself.
- The effect of this is twofold:
 - obligations in existing S106 Agreements cannot be enforced at law by PPDT against LLDC or by LLDC against PPDT. NB: this does not affect PPDT's ability to enforce the same obligations against any third party who acquires title to the bound land from LLDC nor does it affect such third party's ability to enforce the obligations against PPDT. Nor does it affect the ability of any successor organisation of PPDT's planning function to enforce those obligations against both LLDC as landowner/developer as well as against such a third party.
 - if any changes are needed to any existing S106 agreements binding LLDC land, then a legally binding deed of variation to which LLDC is a party cannot be entered into.
- This protocol has been prepared in respect of any planning obligations whether secured by a bilateral or unilateral deed made under s. 106 of the Town and Country Planning Act 1990 to which LLDC is a party as landowner² and which relates to development of land within the area for which PPDT is the local planning authority (a Principal Agreement). It sets out the steps that LLDC and PPDT are committed to taking to manage compliance with such Principal Agreements as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any variations to such deeds.
- In applying this protocol both LLDC and PPDT commit to act reasonably.

2. OPERATION OF S106

¹ In this note "LLDC" refers to LLDC in its role as landowner or developer and "PPDT" refers to LLDC in its role as local planning authority.

² This includes deeds made under s106 relating to land which has been transferred to LLDC

- Notwithstanding the deeds made under s. 106 by LLDC as landowner cannot now be enforced by PPDT, LLDC and PPDT commit to comply with their terms as if they could be enforced.
- Annual update reports to be submitted by LLDC within 20 working days of the end of each financial year on what S106 obligations have been triggered, whether such obligations have been discharged, whether there have been any "ghost" deeds of variation to the Principal Agreement (see paragraph 3 below), whether there have been any S106 agreements entered into where third parties have taken an interest in the site to which the Principal Agreement relates (see paragraph 3 below), whether there have been any disputes and the outcome of such disputes. Report to be approved by PPDT as a true reflection of the status of the relevant Principal Agreement in the past year and reported to the PPDT Planning Committee for noting. The Annual update reports to be made public so there is transparency.
- In the event of dispute regarding the interpretation of the terms of a Principal Agreement:
 - initially to be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file.
 - if the dispute is not resolved internally, it will be referred to a jointly instructed and external, independent legal expert appointed in accordance with the provisions attached at Annex 1 to this Protocol whose decision is binding.
- In the event of non-compliance with a term of the relevant deed made under s. 106:
 - PPDT to serve a written notice on LLDC identifying any breach and the steps required to remedy it. LLDC to respond within 10 working days either setting out a reasonable timetable and confirming the steps it intends to take to remedy the breach, or (if relevant) disputing the breach. Unless the procedure described below is triggered, LLDC will carry out the steps in accordance with the proposed timetable.
 - If there is a factual dispute as to whether there has been a breach or as to the appropriate steps to be taken to remedy any breach, this will initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file. Follow-up meetings will be arranged as necessary.
 - If the above steps do not lead to a mutually acceptable solution, each party will prepare and submit a report on the matter, including a recommended solution, to their respective committees. In the case of LLDC, the relevant committee is the LLDC Investment Committee and in the case of PPDT, the Planning Committee. Both committees shall consider the matter and the recommended solution.
 - If either committee rejects the recommendation made to it, the rejecting committee shall instruct its officers on what further steps to take to try to resolve the dispute.
 - If both committees endorse the recommendations set out in the respective reports (and assuming that the recommendations of the two reports conflict), the matter shall be referred to the Board for consideration. The Board's decision will be binding on both parties.

3. **VARIATIONS TO S106 AGREEMENTS / UNILATERAL UNDERTAKINGS**

- In the event that variations to an existing section 106 agreement or unilateral undertaking to which LLDC is a party as landowner (a Principal Agreement) are required, LLDC and PPDT will negotiate a draft deed of variation to reflect the changes notwithstanding it cannot

be lawfully entered into as a bilateral agreement (a "Ghost Agreement"). A copy of the Ghost Agreement will be placed on PPDT's public planning file.

- Where appropriate, LLDC will bind itself (and its successors in title) by unilateral S106 undertaking to abide by the terms of the Ghost Agreement. In return for such an undertaking, PPDT will confirm by a reciprocal undertaking that it will only enforce the relevant Principal Agreement in a manner that is consistent with the Ghost Agreement. This reciprocal undertaking is intended to be binding on PPDT's successors in function.
- LLDC to ensure that any transfer to a third party of LLDC land against whom the Ghost Agreement could be enforced will be subject to a condition requiring completion of the Ghost Agreement by the transferee following completion of the land transfer.

Annex 1: Dispute Resolution Procedure

- 1) LLDC or PPDT may by serving notice on all the other (the "Notice") refer a dispute to an Expert for determination.
- 2) The Notice must specify:
 - a) the nature, basis and brief description of the dispute;
 - b) the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
 - c) the proposed Expert.
- 3) In the event that the parties are unable to agree who to appoint as the Expert within 10 (ten) Working Days after the date of the Notice then either party may request the President of the Law Society (except where paragraph 7 provides otherwise) to nominate the Expert at their joint expense.
- 4) The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and the Expert's cost shall be awarded at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 5) The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act (or such longer period as is agreed in writing between the parties).
- 6) The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.

DATED

20[]

UNILATERAL UNDERTAKING GIVEN BY DEED
BY
THE LONDON LEGACY DEVELOPMENT CORPORATION
in its capacity as Local Planning Authority
And
TRANSPORT FOR LONDON

pursuant to section 201 of the Localism Act 2011 and all other powers enabling

relating to the Legacy Communities Scheme, Queen Elizabeth Olympic Park and entered into pursuant to Clause [4.1.3][5.1.3] and Schedule 14 of the Principal Agreement

To be read alongside the unilateral undertaking given by London Legacy Development Corporation (as owner) pursuant to section 106 of the Town & Country Planning Act 1990 relating to the same development and entered into on the date hereof

THIS UNILATERAL UNDERTAKING is given on

20[]

BY:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION ("LLDC")** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN ("the **LPA**"); and
- (2) **TRANSPORT FOR LONDON** of 5 Endeavour Square, Stratford, London E20 1JN ("**TfL**")

IN FAVOUR OF the Owner(s) of the Interest from time to time.

RECITALS

Parties

- (A) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Site.
- (B) Pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012, the London Legacy Development Corporation ("**LLDC**") is the local planning authority for the area within which the Site is located for the purposes of Part 3 of the 1990 Act. It exercises this power in place of the Host Boroughs.
- (C) LLDC's Board has delegated the exercise of LLDC's planning functions to PPDT. Although it acts independently, PPDT remains part of the same legal entity as LLDC.
- (D) At the time this Deed is entered into, it is expected that LLDC will be a time limited organisation and its planning powers will eventually revert to the Host Boroughs or transfer to another successor organisation(s).
- (E) LLDC is a Mayoral Development Corporation ("**MDC**") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (F) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC is the owner of land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land.

Legacy Communities Scheme

- (G) The Olympic Park Legacy Company (the predecessor owner of the Developer's Land) submitted a planning application to the Olympic Delivery Authority (the then local planning authority) on 30 September 2011 for the residential-led legacy redevelopment of the Original Site.
- (H) On 28 September 2012 the Olympic Delivery Authority (as local planning authority), LLDC (as landowner) and TfL entered into the Original Agreement to bind the Developer's Land and the Original Planning Permission for such residential-led legacy redevelopment was granted.

- (I) Since that date and as noted in Recital (B), LLDC has become the local planning authority for the area within which the Site is located.
- (J) LLDC recognises that while it is both Owner and LPA, it cannot enforce the obligations secured by the Principal Agreement against itself. If a breach of the terms of the Principal Agreement occurs while LLDC is both landowner and LPA, LLDC and PPDT will seek to resolve that breach in accordance with the terms of the Enforcement Protocol.
- (K) LLDC also recognises that as a matter of law, as both landowner and local planning authority LLDC it is unable to enter into bilateral agreements with itself. In accordance with the terms of the Enforcement Protocol, amendments to the Original Agreement have been agreed between PPDT and LLDC (as landowner) and TfL by way of the reciprocal unilateral undertakings set out in Annex 2. The Enforcement Protocol sets out how the terms of the reciprocal undertakings will be managed while LLDC is both landowner and local planning authority.
- (L) LLDC has acquired the Interest which has not prior to the date of this Deed been part of the Developer's Land. To overcome the obstacle that LLDC cannot enter into bilateral agreements with itself, LLDC (as landowner) has entered into the Reciprocal Undertaking pursuant to the requirements of Clause [4.1.3][5.1.3] and Schedule 14 of the Principal Agreement for the purpose of ensuring that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the Interest for the purposes of section 106 of the 1990 Act.
- (M) In return for the promises given in the Reciprocal Undertaking, the LPA and TfL unilaterally undertake herein to observe the terms and perform the LPA's and TfL's obligations (respectively) as set out in the Principal Agreement. If LLDC's planning powers pass to a successor organisation, it is intended that this Deed will be transferred to that successor under a statutory or mayoral scheme of transfer.
- (N) If, while LLDC remains the local planning authority for the Site, a third party acquires the Interest, the LPA intends that this Deed will be enforceable by such third party against it under the Contracts (Rights of Third Parties) Act 1999.
- (O) This Deed is to be read alongside the Reciprocal Undertaking.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"Enforcement Protocol" means the protocol for enforcing the terms of this Deed contained at Annex 3 as approved by PPDT's planning committee at its meeting on 29 April 2014 and as approved by LLDC as amended from time to time;

"Interest" means [details to be inserted of interest acquired] in the Part;

"Part"	means that part of the Site shown edged [] on the plan at Annex 1 [such Part being registered at the Land Registry under title number []];
"Original Agreement"	means the agreement dated 28 September 2012 and made in respect of the Planning Permission between (1) the Olympic Delivery Authority, (2) the London Legacy Development Corporation (as developer) and (3) Transport for London pursuant to section 106 of the 1990 Act;
"Principal Agreement"	means the Original Agreement as varied at the date of this Deed (including pursuant to the unilateral undertakings set out in Annex 2);
"Reciprocal Undertaking"	means a completed unilateral undertaking of even date with this Deed given by LLDC (as landowner) to LPA and TfL in which by LLDC (as landowner) undertakes to abide by the terms of and to perform the Developer's obligations set out in the Principal Agreement with the intention of binding its Interest with the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement.

2. OPERATION OF THIS UNILATERAL UNDERTAKING

- 2.1 This Deed is supplemental to the Principal Agreement and is entered into pursuant to section 201 of the Localism Act 2011, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.
- 2.2 The LPA and TfL intend that this undertaking shall be binding on both the LPA, TfL and their successors in function and shall be enforceable by the Owner and their successors in title.
- 2.3 While LLDC is both the Owner and the LPA, the LPA will comply with the terms of the Enforcement Protocol in respect of the obligations contained in this Deed.

3. LPA'S AND TFL'S COVENANTS IN FAVOUR OF THE OWNER

- 3.1 The LPA and TfL undertake for the benefit of any Owner of the Interest to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement as if the definition of "Developer's Land" in Clause 1 of the Principal Agreement has been modified by the insertion of the following:

[3]. [insert details to be inserted of interest acquired] in the Site shown edged [] on the plan annexed hereto at [] [and being registered at the Land Registry under title number []]
--

4. LEGAL BASIS

- 4.1 This Deed is made under section 201 of the Localism Act 2011, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999.

5. **RIGHTS OF THIRD PARTIES**

5.1 Save in respect of the Owner, no term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

6. **LOCAL LAND CHARGE**

6.1 This Deed is a local land charge and is intended to be registered as such.

IN WITNESS whereof the LPA and TfL have executed and delivered this unilateral undertaking as a Deed the day and year first above written

Executed as a deed by affixing **THE COMMON SEAL** of **THE LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of:

Authorised signatory

Executed as a deed by affixing **THE COMMON SEAL** of **TRANSPORT FOR LONDON** in the presence of:

Authorised signatory

Annex 1
Plan identifying Part

Annex 2

Existing Variations to the Original Agreement

Planning permission / approval / reserved matters reference number	Date of unilateral undertakings	Summary of Variations to the Original Agreement
14/0035/AOD and 14/00036/VAR	11 August 2014	Variations to clause 2.3, 2.9A, 2.12, 4.1.6, and 22, the triggers for the bus contributions, family housing and affordable housing targets for PDZs 4 and 5 and site wide, new confidential appendix and consequential variations to the viability review schedule
14/00461/NMA	4 September 2015	Variations to Schedule 8 in relation to the First Primary School
16/00039/REM and 16/00066/NMA	27 May 2016	Variations to Schedule 8 in relation to the Second Primary School
16/00035/FUL and 16/00197/NMA	27 January 2017	Variation in relation to the Secondary School
17/00236/VAR and 18/00208/NMA	3 May 2018	Variation to Schedules 2, 3, 4, 6, 7, 11, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for commencement of the provision of healthcare facilities, SNT and Community facilities, education facilities, non-potable water supply and consequential variations to the viability review schedule to reflect the slotting out of PDZ 1.2 and PDZ 2.
18/00471/VAR and 19/00220/NMA	25 July 2019	Variation to Schedules 2, 3, 4, 6, 7, 11, 12 and 15, namely a reduction in transport contributions, affordable and family housing targets and the triggers for commencement of the provision of healthcare facilities, SNT and Community facilities, education facilities, non-potable water supply and consequential variations to the viability review schedule to reflect the slotting out of PDZ 1.1 and the remainder of PDZ 2.

20/00197/NMA	11 May 2021 (binding in respect of the Developer's Land in PDZs 4 and 5 only)	Variations to Schedules 3, 4, 6 and 15 namely amendments to affordable and family housing targets/triggers and consequential variations to the viability review schedule to reflect the increase in residential floorspace in PDZs 4 and 5, as well as amendments to reflect discussions with CCG on Healthcare Facilities in PDZ4.
21/00561/VAR and 22/00146/NMA	13 April 2023	Variations to Schedules 2, 3, 4, 7, 8, 9 and 15, namely a reduction in transport contributions, revisions to affordable and family housing targets, deletion of requirement to provide SNT Space in PDZ8, amendments to triggers for the provision of Nursery Facilities and Managed Workspace and consequential variations to the viability review schedule to reflect the slotting out of PDZ 8.1 and PDZ 8.4.
22/00216/VAR and 22/00424/NMA	[x] 2023	Variations to Schedules 2, 3, 4, 5, 6, 7, 8, 9, 11 and 15, namely a reduction in transport contributions, revisions to affordable and family housing targets, deletion of the requirement to provide Sheltered Housing, deletion of requirement to provide Healthcare Facilities in PDZ8, reduction in Minimum Community Facilities Provision and revision to trigger for its provision; deletion of requirement to provide Nursery Facilities in PDZ8; removal of obligations relating to Social Infrastructure Contribution; deletion of the requirement to provide Minimum Managed Workspace and Affordable Workspace in SPDZ8A; deletion of requirements to seek to extend the Old Ford Facility and District Heating Network to PDZ8 and deletion of the viability review schedule, in connection with the slotting-out of Development Parcels 8.2 and 8.3 (SPDZ8A)

Annex 3 – Enforcement Protocol

LONDON LEGACY DEVELOPMENT CORPORATION

s106 ENFORCEMENT PROTOCOL

1. INTRODUCTION

- In March 2012 the London Legacy Development Corporation (LLDC) was established as a Mayoral Development Corporation with responsibility for regenerating an area of east London focused on the Queen Elizabeth Olympic Park. Subsequently, various transfer schemes transferred land including the Olympic Park to LLDC.
- On 1 October 2012, LLDC also became the local planning authority for the land within its area. LLDC's planning powers were delegated by a resolution of LLDC's board to the Planning Policies and Decisions Team (PPDT)¹, a directorate within LLDC which reports to LLDC's Board.
- From a planning perspective, LLDC combines in a single legal entity two distinct roles; firstly as landowner/developer whose land is already bound by several agreements made under S106 of the Town and Country Planning Act 1990 (a S106 Agreement), secondly as the planning authority responsible for enforcing compliance with those agreements.
- As a matter of common law, a single entity can neither contract with itself, nor can it enforce contracts against itself.
- The effect of this is twofold:
 - obligations in existing S106 Agreements cannot be enforced at law by PPDT against LLDC or by LLDC against PPDT. NB: this does not affect PPDT's ability to enforce the same obligations against any third party who acquires title to the bound land from LLDC nor does it affect such third party's ability to enforce the obligations against PPDT. Nor does it affect the ability of any successor organisation of PPDT's planning function to enforce those obligations against both LLDC as landowner/developer as well as against such a third party.
 - if any changes are needed to any existing S106 agreements binding LLDC land, then a legally binding deed of variation to which LLDC is a party cannot be entered into.

¹ In this note "LLDC" refers to LLDC in its role as landowner or developer and "PPDT" refers to LLDC in its role as local planning authority.

- This protocol has been prepared in respect of any planning obligations whether secured by a bilateral or unilateral deed made under s. 106 of the Town and Country Planning Act 1990 to which LLDC is a party as landowner² and which relates to development of land within the area for which PPDT is the local planning authority (a Principal Agreement). It sets out the steps that LLDC and PPDT are committed to taking to manage compliance with such Principal Agreements as well as setting out the approach that LLDC and PPDT are willing to adopt to deal with any variations to such deeds.
- In applying this protocol both LLDC and PPDT commit to act reasonably.

2. OPERATION OF S106

- Notwithstanding the deeds made under s. 106 by LLDC as landowner cannot now be enforced by PPDT, LLDC and PPDT commit to comply with their terms as if they could be enforced.
- Annual update reports to be submitted by LLDC within 20 working days of the end of each financial year on what S106 obligations have been triggered, whether such obligations have been discharged, whether there have been any "ghost" deeds of variation to the Principal Agreement (see paragraph 3 below), whether there have been any S106 agreements entered into where third parties have taken an interest in the site to which the Principal Agreement relates (see paragraph 3 below), whether there have been any disputes and the outcome of such disputes. Report to be approved by PPDT as a true reflection of the status of the relevant Principal Agreement in the past year and reported to the PPDT Planning Committee for noting. The Annual update reports to be made public so there is transparency.
- In the event of dispute regarding the interpretation of the terms of a Principal Agreement:
 - initially to be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file.
 - if the dispute is not resolved internally, it will be referred to a jointly instructed and external, independent legal expert appointed in accordance with the provisions attached at Annex 1 to this Protocol whose decision is binding.

² This includes deeds made under s106 relating to land which has been transferred to LLDC

- In the event of non-compliance with a term of the relevant deed made under s. 106:
 - PPDT to serve a written notice on LLDC identifying any breach and the steps required to remedy it. LLDC to respond within 10 working days either setting out a reasonable timetable and confirming the steps it intends to take to remedy the breach, or (if relevant) disputing the breach. Unless the procedure described below is triggered, LLDC will carry out the steps in accordance with the proposed timetable.
 - If there is a factual dispute as to whether there has been a breach or as to the appropriate steps to be taken to remedy any breach, this will initially be dealt with between the director of PPDT and LLDC's director of Real Estate. A note will be made of the outcome of the meeting and placed on the relevant planning file. Follow-up meetings will be arranged as necessary.
 - If the above steps do not lead to a mutually acceptable solution, each party will prepare and submit a report on the matter, including a recommended solution, to their respective committees. In the case of LLDC, the relevant committee is the LLDC Investment Committee and in the case of PPDT, the Planning Committee. Both committees shall consider the matter and the recommended solution.
 - If either committee rejects the recommendation made to it, the rejecting committee shall instruct its officers on what further steps to take to try to resolve the dispute.
 - If both committees endorse the recommendations set out in the respective reports (and assuming that the recommendations of the two reports conflict), the matter shall be referred to the Board for consideration. The Board's decision will be binding on both parties.

3. **VARIATIONS TO S106 AGREEMENTS / UNILATERAL UNDERTAKINGS**

- In the event that variations to an existing section 106 agreement or unilateral undertaking to which LLDC is a party as landowner (a Principal Agreement) are required, LLDC and PPDT will negotiate a draft deed of variation to reflect the changes notwithstanding it cannot be lawfully entered into as a bilateral agreement (a "Ghost Agreement"). A copy of the Ghost Agreement will be placed on PPDT's public planning file.
- Where appropriate, LLDC will bind itself (and its successors in title) by unilateral S106 undertaking to abide by the terms of the Ghost Agreement. In return for such an undertaking, PPDT will confirm by a reciprocal undertaking that it will only enforce the relevant Principal Agreement in a manner that is consistent with the Ghost Agreement. This reciprocal undertaking is intended to be binding on PPDT's successors in function.
- LLDC to ensure that any transfer to a third party of LLDC land against whom the Ghost Agreement could be enforced will be subject to a condition requiring completion of the Ghost Agreement by the transferee following completion of the land transfer.

Annex 1: Dispute Resolution Procedure

- 1) LLDC or PPDT may by serving notice on all the other (the "Notice") refer a dispute to an Expert for determination.
- 2) The Notice must specify:
 - a) the nature, basis and brief description of the dispute;
 - b) the Clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and
 - c) the proposed Expert.
- 3) In the event that the parties are unable to agree who to appoint as the Expert within 10 (ten) Working Days after the date of the Notice then either party may request the President of the Law Society (except where paragraph 7 provides otherwise) to nominate the Expert at their joint expense.
- 4) The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and the Expert's cost shall be awarded at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 5) The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act (or such longer period as is agreed in writing between the parties).
- 6) The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.

Annex 2 - Draft Confirmatory Deed

DATED

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- (1) [LONDON LEGACY DEVELOPMENT CORPORATION] OR [LOCAL PLANNING AUTHORITY]
- (2) [OWNER]
- (3) TRANSPORT FOR LONDON

CONFIRMATORY DEED RELATING TO THE PLANNING OBLIGATION DATED 28 SEPTEMBER 2012 FOR THE LEGACY COMMUNITIES SCHEME, QUEEN ELIZABETH OLYMPIC PARK

relating to planning application reference 22/00216/VAR

made pursuant to section 106A of the Town and Country Planning Act 1990 and all other powers enabling