

DATED 7th April 2008

- (1) THE OLYMPIC DELIVERY AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
- (3) STRATFORD EDGE LIMITED
- (4) KBC BANK NV

DEED OF PLANNING OBLIGATIONS
pursuant to section 106 of
the Town and Country Planning Act 1990 and other powers
relating to 80-92 High Street, London

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THIS DEED made on

7th April

2008

BETWEEN:

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, 1 Churchill Place, Canary Wharf, London E14 5LN (the "**ODA**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, Barking Road, East Ham, London, E6 2RP (the "**Council**"); and
- (3) **STRATFORD EDGE LIMITED** (Company Number 04952136) whose registered office is at Acre House 11-15 William Road, London, NW1 3ER (the "**Developer**"); and
- (4) **KBC BANK NV** whose UK office is 5th Floor, 111 Old Broad Street, London, EC2N 1BR (the "**Bank**").

WHEREAS:

- (A) The Developer's agent submitted the Application given reference P/05/0992 to the Council on 16 June 2005; and the Council by its Development Control Committee at a meeting held on 19 July 2006 resolved that planning permission be granted for the Development subject to a legal agreement being entered into making provision for various planning obligations, covenants and undertakings.
- (B) On 30 March 2006 the London Olympic Games and Paralympic Games Act 2006 (the "**Act**") created a body corporate known as the ODA for the purpose of preparing for the Games.
- (C) In accordance with Section 5(1)(a) and 5(6) of the Act on 9 August 2006 the Secretary of State for Communities and Local Government made the Olympic Delivery Authority (Planning Functions) Order 2006 (2006/2185) (the "**Order**").
- (D) By virtue of the Order on 7 September 2006 the ODA became the local planning authority for the purposes of Part III of the 1990 Act for the area in which the Site is situated and has the functions conferred by all of the provisions of the 1990 Act and the Planning (Listed Buildings and Conservation Areas) Act 1990 specified in Part 1 of Schedule 29 to the Local Government, Planning and Land Act 1980. Accordingly the ODA is the appropriate body to:
 - D.1 determine the Application; and
 - D.2 to enforce all planning obligations within this Agreement for the purposes of Section 106 of the 1990 Act.
- (E) The ODA has put in place internal administration arrangements and structures to assist in performing the functions it carries out as developer and promoter of the Games and its separate functions that are carried out as local planning authority pursuant to Recital (D).
- (F) On 12 December 2006 the ODA resolved to grant planning permission pursuant to the Application subject to this Agreement being entered into.

- (G) The parties hereto acknowledge that whilst the ODA is the local planning authority for the purposes of Part III of the 1990 Act in respect of the Site, the Council retains certain functions in respect of the area within which the Site is situated, including functions in respect of highways, community and leisure facilities, social, economic and environmental well-being, housing and education. The parties hereto accordingly agree that at the date of this Agreement it is appropriate for the ODA to nominate the Council as the beneficiary to various covenants, undertakings and obligations in this Agreement given by the Developer.
- (H) The Developer is the owner with freehold title absolute of the Site which is registered at HM Land Registry under title numberS: EGL526851, 533282 and EGL437503.
- (I) The Bank is the mortgagee of the Site.
- (J) It is agreed between the parties that with the Site falling within the jurisdiction of the ODA in respect of Part III of the 1990 Act and within the jurisdiction of the Council in respect of the functions detailed in Recital (G), there is a need to enter into this Agreement with both the ODA and the Council as parties to give effect to the terms of the resolution of the ODA hereinbefore recited.

NOW IT IS HEREBY AGREED and WITNESSED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 General and Specific Definitions

- 1.1.1 Where in this Agreement the following defined terms and expressions are used they shall have the following respective meanings unless the context otherwise requires:

"1990 Act" means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force during the currency of this Agreement and including the Planning and Compulsory Purchase Act 2004;

"Affordable Housing" means housing that is available to people whose incomes are not sufficient to enable them to afford adequate housing locally on the open market and in respect of which the rent or price is reduced directly or indirectly by means of subsidy from the public private or voluntary sector and which is provided and managed by a housing association local authority or other organisation or company;

"Affordable Housing Contribution" means the sum of £2,610,000 (duly Indexed) being a commuted sum towards the provision of 29 units for social rent;

"Affordable Housing Units" 14 units for social rent and 28 units for New Build Homebuy or an alternative form of subsidised home ownership whose location is shown coloured pink and blue on drawing entitled 'Accessibility Statement' and marked Plan 2 attached hereto or any amendment or substitution thereof as may be approved in writing by the Council and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Housing Provider" means any Registered Social Landlord organisation or company on the list approved by the ODA and the Council in consultation with the Housing Corporation or any successor body for the purpose of providing Affordable Housing at the Development;

"Agreement" means this agreement made pursuant to Section 106 of the 1990 Act and other enabling powers;

"Application" means the Application for the Development;

"Basement Plan" means Application plan drawing no. 22849\AP-03-B1 revision H showing the disabled parking bays at Annex 4;

"Canal and Ecology Contribution" means the sum of £300,000 (duly Indexed) to be applied for canal and landscaping improvements and upgrading of the riverside;

"Commencement of Development" means the commencement of the Development by carrying out of a material operation within the meaning of section 56(4) of the Act and the expressions **"Commenced"** and **"Commence"** shall be construed accordingly provided that for the purposes of this Agreement Preparatory Operations shall not be deemed to Commence the Development;

"Completion" means, in relation to any works of construction forming part of the Development, the date of issue of a certificate of practical completion of those works by the Developer's architect or other designated project consultant or beneficial use or Occupation whichever is the earlier and **"Practical Completion"** and **"Completed"** and cognate expressions shall be construed accordingly;

"Contributions" means the Highway Contribution, the Education Contribution, the Affordable Housing Contribution, the Canal and Ecology Contribution, the Environmental Health Contribution and the Skills and Employment Contribution all duly Indexed;

"Council's Area" means the London Borough of Newham's administrative area;

"Council Covenant" means those obligations of the Developer benefiting the Council set out in this Agreement (whether or not such obligation is capable of benefiting any other person);

"Development" means the comprehensive redevelopment of the Site pursuant to the Planning Permission for the construction of a 27 storey tower with a 6 storey street building comprising a mixed use development of 202 residential units, 792 m² of offices at ground floor and first floor, 218m² of café/bar (Use Class A3/A4) at ground and first floor, with 65 car parking spaces, 180 cycle spaces, 32 motorcycle spaces in basement car parking with access via High Street and associated landscaping;

"Dispute" means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this

Agreement or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);

"Dwelling" means any residential dwelling or unit constructed or to be constructed as part of the Development pursuant to the Planning Permission;

"Education Contribution" means the sum of £108,000 (duly Indexed) to be applied for educational purposes;

"Environmental Health Contribution" means the sum of £2,800 (duly Indexed) to be applied for the local improvement of air quality, ambient noise and contaminated land;

"Expert" means an independent person appointed in accordance with the provisions of Clause 10 to determine a dispute;

"FLPA Planning Permission" means the planning permission granted in respect of the planning application for the Olympic and Paralympic facilities on the Olympic Site and their subsequent legacy transformation (ref: 07/90010/OUMODA);

"Games" means the Olympic Games and Paralympic Games;

"GLA" means the Greater London Authority or any successor body for the time being having or being entitled to exercise the powers now conferred on it by the Greater London Authority Act 1999;

"Greenway" means the pedestrian and cycle route shown for the purposes of identification only coloured green on the plan attached at Annex 3 to this Agreement;

"GTP" means a Green Travel Plan to be submitted to the Authority pursuant to this Agreement;

"Highway Contribution" means the sum of £50,000 (duly Indexed) for inter alia the removal of redundant crossovers, renewal of footpaths, relocation of bus stops on the High Street and cycle links from the Site;

"Households on Intermediate Incomes" means households:

- (i) with a gross annual income (including benefits) of (in the case of single income households) between £16,000 and £35,000 or (in the case of joint or multiple households) between £16,000 and £49,000; all sums duly Indexed substituting All Items Retail Prices Index with the Bank of England's wage indexation criteria; and
- (ii) where unless otherwise agreed by the Council the cost of the rent/and or mortgage payments (based on a standard repayment mortgage with a term of 25 years) and service and estate charges in relation to the Affordable Housing Units shall not exceed:

- (a) 30% of the gross income of a household earning at least £16,000 but less than £25,000 per annum;
 - (b) 35% of the gross income of a household earning at least £25,000 but less than £40,000 per annum;
 - (c) 40% of the gross income of a household earning at least £40,000 but not more than £49,000; and
- (iii) identified as being registered on the East London Intermediate Housing Waiting List where the percentage of units targeted at each income range defined in (ii) above shall be:
- (a) 35% of those households earning at least £16,000 but less than £25,000 per annum;
 - (b) 35% of those households earning at least £25,000 but less than £35,000 per annum;
 - (c) 30% of those households earning at least £35,000 but no more than £49,000 per annum.

"Implementation" means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act which is not a Preparatory Operation and the words **"implement"** and **"implemented"** and cognate expressions shall be construed accordingly;

"Index" means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation;

"Indexed" means the recalculation of any payment specified in this Agreement by applying the following formula:

$$A \times B/C = D$$

Where:

A = the sum specified in this Deed in pounds sterling

B = the figure shown in the Index for the period immediately prior to the due date for payment of such sum under the provisions of this Agreement

C = the figure shown in the Index for the period immediately prior to the date specified in Recital (A) hereof

D = the recalculated sum in pounds sterling payable under this Agreement;

"Intermediate Housing" means Sub-market housing as defined in paragraph 3.26 of the London Plan dated February 2004;

"Legacy Development" means development carried out pursuant to the Olympic Planning Permissions after the end of the Legacy Transformation Phase;

"Legacy Phase" means the period beginning with the end of the Legacy Transformation Phase and continuing throughout the future period of use and Occupation of the Legacy Development;

"Legacy Transformation Phase" means the period of time commencing with the end of the Paralympic Games closing ceremony and ending on whichever is the earlier of (a) 31st December 2014 and (b) the date on which the Local Planning Authority certifies at the request of the ODA in accordance with the procedure set out in Clause 12 of the Olympic Section 106 Agreement that those elements comprised within the Olympic Development on the Olympic Site or relevant part which are identified in the FLPA Application and which are intended by the ODA to be altered, removed, modified or transformed during the Legacy Transformation Development by the ODA have been (to the extent that the ODA so intends) so altered, removed, modified, transformed or carried out and all ancillary works related thereto have been practically Completed;

"Lifetime Homes Standards" means the standards set out in the Habinteg Housing Association and Mayor of London's publication "Living Well Together - achieving sustainable flexible homes in high density neighbourhoods" dated March 2003;

"Local Labour Goods and Services" means the Council's strategy for the use of local labour goods and services set out in Schedule 3 to this Agreement;

"London Plan" means the Spatial Development Strategy for Greater London published by the GLA in February 2004 or such replacement plan from time to time in force;

"Mayor of London" means the Mayor of London for the time being having the powers conferred upon that person by the Greater London Authority Act 1999;

"Occupy" and **"Occupation"** means beneficial occupation of a Dwelling or other building for any purpose for which planning permission (other than a temporary planning permission) has been granted by the ODA, but not including occupation by personnel engaged in construction, fitting out, finishing or decoration, nor occupation for marketing, estate management, show suites or letting purposes, nor occupation in relation to site and building security operations and cognate expressions shall be construed accordingly;

"Off Site Open Space Contribution" means the sum of £50,000 (duly Indexed) to be applied towards the costs of improvements to the Greenway;

"Olympic Games" means the international sporting event known as the Olympic Games to be held in London in 2012 and scheduled to start with a formal opening ceremony on 27 July 2012 and end with a formal closing ceremony on 12 August 2012;

"Olympic Section 106 Agreement" means the Section 106 Agreement dated 28 September 2007 made between (1) Olympic Delivery Authority and (2) London Development Agency attaching to the FLPA Planning Permission;

"Olympic Site" means the whole of the land comprised within the boundaries of the FLPA Planning Permission and including any part thereof;

"Open Market Dwelling" means any Dwelling which is not an Affordable Housing Unit;

"Plan(s)" means the plan(s) annexed hereto and if numbered plans are annexed any reference to a numbered plan is to the attached plan or plans so numbered;

"Plan 2" means the plan annexed hereto submitted as part of the design and access statement;

"Preparatory Operations" means:

- Site preparation works and demolition works;
- Archaeological investigation works and any works required as a result of those works;
- Fencing and site security;
- The provision of temporary means of access and construction access;
- Contractors and delivery vehicles on-site parking and any associated works;
- Screening and enclosure of plant and machinery used during the construction period;
- Installation, laying, construction, division, repair, replacement, maintenance, connection of any services, land drainage or service media

"Reasonable Endeavours" means that it is agreed by the parties hereto that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect; in the case of the Developer, of a competent commercial developer in the context of the Development; in the case of the ODA, of a competent local planning authority acting reasonably in the context of its statutory functions and in the

case of the Council, of a competent local authority acting reasonably in the context of its statutory functions;

"Returns" means the provision of information including:

- (a) details of the purchaser or tenant of each Affordable Housing Unit and its tenure and the household income of such purchaser or tenant;
- (b) the ethnicity of such purchaser or tenant (where available);
- (c) for Shared ownership/New build Homebuy, the purchase price of the Unit and the percentage equity share bought;
- (d) the total monthly housing costs for each Affordable Housing Unit, including service and estate charges but showing such charges as separate figures;
- (e) details of all staircasing receipts during that period;
- (f) the location of the purchaser or tenant's previous accommodation by local authority; and
- (g) the purchaser or tenant's present occupation,

in relation to the Affordable Housing Units disposed of or transferred during the period covered by the quarterly return;

"Secretary of State for Communities and Local Government" means the Secretary of State for Communities and Local Government or such other Minister of Her Majesty's Government for the time being having or being entitled to exercise the powers conferred on her by the 1990 Act;

"Site" means the land at 80-92 Stratford High Street, London E15 and which is shown for purposes of identification only edged in red on the Site Plan;

"Site Plan" means drawing reference number 22849 Revision C as attached at **Annex 1**;

"Skills and Employment Training Contribution" means the sum of £84,000 (duly Indexed) to be applied to skills and employment training;

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);

"Working Day" means any day (apart from Saturday, Sunday, Christmas Day, Good Friday, and any statutory bank holiday or other day during the Christmas period on which the Council's and the ODA's offices are closed to the public) on which Clearing Banks in England are open for the transaction of ordinary business;

1.2 Interpretation

Unless the context otherwise requires:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.3 references to ODA, the Developer and the Council, shall include their respective statutory successor or successors in title to their respective interests in the Site and persons deriving title therefrom (except where the contrary is expressly provided) and permitted assigns;
- 1.2.4 references to Clauses, sub-Clauses, paragraph numbers, recitals, Schedules and plans are unless otherwise stated references to Clauses, sub-Clauses, paragraph numbers and recitals of and Schedules to this Agreement and in the case of plans, plans annexed to this Agreement;
- 1.2.5 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction;
- 1.2.6 references in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.7 if any provision of this Agreement shall be held to be invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected impaired or called into question;
- 1.2.8 save in respect of the Planning Permission, in the event of any conflict between the terms conditions and provisions of this Agreement and any document annexed hereto or referred to herein, the terms conditions and provisions of this Agreement will prevail;
- 1.2.9 references to "the parties" shall mean the parties to this Agreement and reference to "party" shall mean any one of the parties; and
- 1.2.10 the Interpretation Act 1978 shall apply to this Agreement.

2. GOVERNING LEGAL PROVISIONS

- 2.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to Section 106 of the 1990 Act, Section 5 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 2 of the Local Government Act 2000 and all other powers them enabling.

- 2.2 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations made pursuant to and for the purposes of Section 106 of the 1990 Act and so as to bind the Developer's interest in the Site as referred to in Recital (H) the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under it an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.3 The planning obligations contained in this Agreement shall be enforceable by the ODA against the Developer in accordance with the terms of Section 106 of the 1990 Act.
- 2.4 So far as the obligations, covenants and undertakings in this Agreement are given by or to the Council then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the Council (as appropriate).

3. AGREEMENT TO BE CONDITIONAL

- 3.1 It is hereby agreed between the parties hereto that, with the exception of Clauses 3 and 9 none of the terms or provisions in this Agreement will have operative effect unless and until both of the following have occurred, namely:
- 3.1.1 the Planning Permission has been duly granted; and
- 3.1.2 the Planning Permission has been Implemented.

4. FURTHER PLANNING PERMISSIONS

- 4.1 Nothing in this Agreement shall be construed as prohibiting or limiting the right of the Developer to develop any part of the Site in accordance with and to the extent permitted by a planning permission (other than the Planning Permission) granted by the ODA or by the Secretary of State for Communities and Local Government on appeal or following a reference to her either before or after the date of this Agreement.
- 4.2 If the Planning Permission (or any extension alteration or renewal granted pursuant to any planning application) shall expire without being implemented or be revoked this Agreement will cease to have effect and upon such expiry or revocation its registration on the register of Local Land Charges will forthwith be cancelled.

5. THE DEVELOPER'S OBLIGATIONS

The Developer on behalf of itself and its successors in title to the Site covenants with the ODA and, in respect of any Council Covenant, separately with the Council, that it will perform the obligations specified in Schedule 1, 2 and 3 PROVIDED THAT in relation to the requirement by the Council or by the ODA (as the case may be) to repay any sums, repayment shall be made to the original Developer and not any successor in title to the Developer.

6. **COUNCIL'S AND THE ODA'S OBLIGATIONS**

The Council and the ODA hereby covenants with the Developer and with its successors in title that the Council and the ODA will comply with the obligations on their respective parts in Schedule 4.

7. **RELEASE AND CERTIFICATES OF COMPLIANCE**

7.1 The Developer will, upon disposing of the whole of its interest in the Site, be released from all obligations and covenants under this Agreement in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the ODA or the Council in relation to any antecedent breach of those obligations or covenants.

7.2 The ODA hereby covenants with the Developer that it will upon reasonable request from any such party (and if satisfied as to such compliance having first consulted the Council and subject to payment of the ODA's reasonable and proper professional costs and charges in connection with certification) certify compliance or partial compliance (as and if appropriate) with the provisions of this Agreement and if so requested by any such party will (as and if appropriate) execute a deed of release or partial release from the relevant provision(s) of this Agreement and apply to the Council for a note thereof to be registered on the Register of Local Land Charges maintained by the Council.

7.3 Where the ODA is obliged to execute a deed of release or partial release pursuant to Clause 7.2, the other parties to this Agreement shall (and in the case of the Council subject to payment of the Council's reasonable and proper professional costs and charges in connection with certification) enter into such deed to the extent necessary to effect the release or partial release.

7.4 The Developer shall at nil cost produce copies of any certificates or deeds issued to it pursuant to clauses 7.2 and 7.3 on request to any intending purchaser of part of the site.

7.5 Any positive obligation to pay money or carry out any operations expressed in this Agreement shall not be enforceable against any individual purchasers or tenants of any Dwelling but any obligations expressed in negative form shall be binding against successors and assigns of the Developer but only in relation to those parts of the Site in which they have a legal interest.

8. **MORTGAGEE'S CONSENT**

The Bank acknowledges and declares that this Agreement has been entered into by the Developer with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Site shall take effect subject to this Agreement PROVIDED THAT the Bank shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too agrees to be bound by the obligations as if it were a person deriving title from the Developer.

9. **MISCELLANEOUS PROVISIONS**

9.1 **ODA's legal costs**

The Developer agrees that it will on completion of this Agreement pay the ODA's reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the ODA in relation to the negotiation and completion of this Agreement).

9.2 **Council's legal costs**

The Developer agrees that it will on completion of this Agreement pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council in relation to the negotiation and completion of this Agreement).

9.3 **Powers and Duties of the ODA and the Council**

Nothing contained in this Agreement shall fetter the statutory rights powers or duties of the ODA or the Council.

9.4 **Local Land Charge**

By virtue of the Local Land Charges Act 1975 the ODA is the originating authority and the Council is the registering authority in respect of a local land charge relating to the Council's Area and accordingly the Council will as soon as practicable after the date of this Agreement register this Agreement as a local land charge for the purposes of the Local Land Charges Act 1975.

9.5 **Late Payments subject to Interest**

If any payment due under this Agreement is paid late, interest will be payable at a rate of 5% above Bank of England base rate from the date payment is due to the date of payment.

9.6 **Expenditure incurred prior to receipt of Contributions**

The Developer agrees that if prior to receipt of the Highway Contribution, the Education Contribution, the Affordable Housing Contribution, the Canal and Ecology Contribution, the Environmental Health Contribution and the Skills and Employment Contribution, the Council and/or the ODA incurs any expenditure in providing such relevant facilities, provision and/or works the need for which arises from or in anticipation of the Development then the Council and/or the ODA may deduct from the appropriate Contribution such expenditure actually incurred.

9.7 **VAT**

9.7.1 All sums and amounts referred to in this Agreement are exclusive of VAT (if any) due or payable in any circumstances save where otherwise provided.

9.7.2 VAT shall only be payable on production of a valid VAT invoice.

9.8 Duty to act reasonably and in good faith

The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Agreement.

9.9 No Waiver

No waiver (whether express or implied) by the ODA and/or the Council of any breach hereto shall constitute a continuing waiver or prevent the ODA and/or the Council from enforcing any of the said obligations or from acting upon any subsequent breach of default in respect thereof by such party his successors in title or assigns or any person claiming through or under it an interest in the Site.

9.10 Approvals, expressions of satisfaction

Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Agreement such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

9.11 Reasonable Endeavours

9.11.1 Where in this Agreement the Developer is under an obligation to use all Reasonable Endeavours to achieve a stated outcome, then within 10 Working Days of receipt of a written request made by the ODA and/or the Council, the Developer will provide to the ODA and/or the Council (as the case may be) written evidence of all steps taken by the Developer to achieve such outcome.

9.11.2 Where in this Agreement, the ODA and/or the Council is under an obligation to use all Reasonable Endeavours to achieve a stated outcome, then the provisions of Clause 9.11.1 shall apply as if references to the ODA and/or the Council were references to the Developer and vice versa.

9.12 Rights of Entry for the ODA and the Council

The Developer shall permit the ODA and or the Council with or without agents surveyors and others to enter upon the Site and any buildings erected thereon pursuant to the Development at any reasonable hour but upon giving at least 2 Working Days prior written notice for the purpose of ascertaining whether the obligations contained in this Agreement are being complied with **PROVIDED THAT** the ODA and the Council shall remain on the Site and any buildings aforesaid only for such period as may be reasonably necessary in order to ascertain whether the provisions of this Agreement are being complied with and in exercising their rights under this Clause 9.12 the ODA and the Council shall comply with all reasonable health and safety requirements of the Developer applicable to that part of the Site affected by the obligation in question.

10. **RESOLUTION OF DISPUTES**

10.1 In the event of any Dispute arising between the parties, the parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least one representative from each party.

10.2 If the parties are unable to resolve the Dispute amicably pursuant to paragraph 10.1 above, one party may by serving notice on all the other parties (the "**Notice**") refer the Dispute to an Expert for determination.

10.3 The Notice must specify:

10.3.1 the nature, basis and brief description of the Dispute;

10.3.2 the Clause or paragraph of this Agreement pursuant to which the Dispute has arisen; and

10.3.3 the proposed Expert.

10.4 In the event that the parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society (except where Clause 10.8 provides otherwise) to nominate the Expert at their joint expense.

10.5 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 at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

10.6 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 28 Working Days from the date of his appointment to act.

10.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 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 Working Days in respect of any such submission and material.

10.8 Where this Agreement makes express provision for determination by an Expert holding particular qualifications, the following basis will apply for nomination in a case where the parties are unable to agree whom should be appointed as the Expert, in lieu of the nomination being by or on behalf of the President of the Law Society:

10.8.1 in the case of Leading Conveyancing or Leading Landlord and Tenant Counsel the nomination will be by or on behalf of the Chairman of the Bar Council;

10.8.2 in the case of a Specialist Chartered Surveyor (who shall be a Fellow of the Royal Institution of Chartered Surveyors with a minimum of 10 years' recent and relevant experience in the subject matter of the dispute) the nomination

will be by or on behalf of the President of the Royal Institution of Chartered Surveyors; and

10.8.3 in the case of a Chartered Civil Engineer (who shall be a member of the Institution of Civil Engineers with a minimum of 10 years' recent and relevant experience in the public or private sector) the nomination will be by or on behalf of the President of the Institution of Civil Engineers.

11. THIRD PARTY RIGHTS

Save where otherwise specified and without prejudice to the definitions of "ODA", "Council", "Developer" and "Bank" in this Agreement any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12. NOTICES

12.1 Any notice to be delivered to a party under this Agreement must be in writing and must be sent to it at the fax number or address and marked for the attention of the person, and copied to the person(s), identified below or instead to such alternatives as may be substituted for them from time to time. A copy of any notice that is required to be served on the ODA pursuant to this Agreement shall simultaneously be served on the Council.

The Council:

Fax Number: 020 8430 1066

Address: Town Hall Annexe, 330-354 Barking Road, East Ham, London. E6 2RT.

Attention: Borough Planning Officer – "80-92 High Street: Stratford Edge Section 106 Agreement"

With a copy to: Head of Development and Building Control and Head of Legal Services; and, to the Executive Director of Housing, Customer and Operational Services (such copies to go to the Council's address as given in the Parties to this Agreement)

The Developer:

Fax Number: 020 8467 5224

Address: Stratford Edge Limited care of Manser Homes Ltd, The Sandover Centre, 129a Whitehorse Hill, Chislehurst, Kent BR7 6DQ

Attention: Director – "80-92 High Street: Stratford Edge section 106 Agreement"

ODA:

Fax Number: 020 8430 6021

Address: Olympic Delivery Authority, Planning Decisions Team,
Mailpoint 32B, 23rd Floor, 1 Churchill Place, Canary
Wharf, London, E14 5LN

Attention: Head of Development Control – "80-92 High Street:
Stratford Edge Section 106 Agreement"

12.2 Any such notice must be delivered by hand or sent by fax or pre-paid first class post and if delivered by hand, will conclusively be deemed to have been received on the next Working Day after the day of delivery, if sent by fax on the date of despatch or, if that is not a Working Day, on the next Working Day and if sent by post and posted within the United Kingdom will conclusively be deemed to have been received two Working Days after the date of posting.

12.3 If a notice is sent by fax a copy must be sent on the same day by pre-paid first class post, but for the avoidance of doubt the date of service of such notice will be the date of despatch of the fax.

13. NOMINATION OF BENEFICIARY TO FINANCIAL OBLIGATIONS

Where in this Agreement any sum of money is to be paid to the Council the Developer covenants with the ODA and the Council to pay such sum to the Council in the manner herein required Provided That in the event of any default of payment such sum shall immediately become payable to the ODA (unless the said sum is subsequently paid to the Council or recovered by the Council in legal proceedings) and the ODA agrees to pay any such sum so received to the Council within 28 days of receipt Provided Further That for the avoidance of doubt the Developer shall not be required to pay the same sum of money to both the Council and the Developer.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

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

SCHEDULE 1

THE DEVELOPER'S OBLIGATIONS

- | | |
|----------------|--|
| Part 1 | Highway Contribution |
| Part 2 | Green Travel Plan |
| Part 3 | Parking Management |
| Part 4 | Education Contribution |
| Part 5 | Affordable Housing |
| Part 6 | Children's Play Space and Play Equipment Obligation |
| Part 7 | Off Site Open Space Contribution |
| Part 8 | Canal and Ecology Contribution |
| Part 9 | Sustainability – Energy and Renewables |
| Part 10 | Environmental Health Contribution |
| Part 11 | Skills and Employment Training Contribution |
| Part 12 | Management Strategy |
| Part 13 | Olympic Bridge Crossing Obligation |
| Part 14 | Notices |
| Part 15 | Confirmation of Interest |

Part 1

HIGHWAY CONTRIBUTION

- 1.
- 1.1 Prior to the Occupation of the first Dwelling the Developer shall pay the Highway Contribution in full to the Council to be applied by the Council towards the costs of the removal of redundant crossovers, renewal of footpaths, relocation of bus stops on Stratford High Street and cycle links from the Site.
- 1.2 Not to Occupy or cause or permit the Occupation of any Dwelling until the Highway Contribution has been paid to the Council.

Part 2

GREEN TRAVEL PLAN

- 2.
- 2.1 Not to Occupy or permit or cause the Occupation of any unit constructed as part of the Development for commercial or business purposes until it has prepared and secured the written approval of the ODA to a GTP in respect of the part or parts to be occupied and each such GTP shall contain such of the provisions detailed in Schedule 1 hereto as are appropriate to the Site or the relevant part of the Site and further shall include provisions as to how the progress of the GTP shall be monitored.
- 2.2 That if the Developer or their successors in title occupy the Site or any part of the Site pursuant to the Development for business or commercial purposes they will implement the approved GTP relating to the Site or that part of the Site and shall use all Reasonable Endeavours to achieve the targets set therein.
- 2.3 That the Developer will in relation to the commercial parts of the Site include in any tenant's lease or occupier's licence of any part or parts of the Site a covenant that the tenant or occupier will implement the GTP for such part or parts of the Site once it has been approved by the ODA and further that it will use all Reasonable Endeavours to enforce such obligation against any such tenant or occupier.
- 2.4 That within 20 working days of the letting of the commercial part of the Site or any part or parts thereof it will procure the delivery to the ODA of a notice giving the following details:
 - (i) the name and address of the tenant;
 - (ii) a description of the premises demised;
 - (iii) the length of the term; and

- (iv) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the ODA in relation to the GTP.

Part 3

PARKING MANAGEMENT

3.

3.1 Before the first Dwelling is Occupied:

- (a) a parking management scheme shall be submitted to and approved by the ODA. This will also address the effectiveness of the lift mechanism to ensure that there is no adverse impact on the bus lane;
- (b) the approved parking management scheme shall be implemented and maintained for the lifetime of the Development.

Part 4

EDUCATION CONTRIBUTION

4.

4.1 Prior to the Occupation of the first Dwelling the Developer shall pay the Education Contribution in full to the Council to be applied by the Council in its sole discretion towards the costs of providing additional education facilities in the locality of the Development.

4.2 Not to Occupy or cause or permit the Occupation of any Dwelling until such time as the Education Contribution has been paid to Council.

Part 5

AFFORDABLE HOUSING

5.

5.1 The Developer shall pay the Affordable Housing Contribution in full to the Council on Practical Completion of Development and no part of the Development shall be beneficially used or Occupied unless and until the Affordable Housing Contribution has been paid in full to the Council.

5.2 Not to Occupy nor cause nor permit the Occupation of any any part of the Development until nomination rights are agreed in writing between the Council and the Developer. Thereafter the Affordable Housing Units shall be used and Occupied pursuant to such agreement.

5.3 Unless otherwise agreed by the ODA the Developer shall not Occupy nor cause nor permit the Occupation of any Open Market Dwellings until the construction of the

Affordable Housing Units has been completed and the Affordable Housing Units have been disposed of to an Affordable Housing Provider pursuant to a transfer of the freehold thereof or the grant of a leasehold interest therein for a term of not less than 999 years. The Developer shall construct and Complete the Affordable Housing Units as herein provided or required prior to the Occupation of any Open Market Dwellings.

- 5.4 The Affordable Housing Units for social rent as identified in accordance with paragraphs 5.8 and 5.10 shall be let at rent levels not exceeding target rents calculated in accordance with guidance issued by the Housing Corporation or its successor body.
- 5.5 The Affordable Housing Units to be occupied as Intermediate as identified in paragraphs 5.8 and 5.10 shall be occupied only pursuant to shared ownership leases which shall be in accordance with the Housing Corporation model shared ownership lease at the time and the initial purchase share and rent of any shared ownership property shall be at a percentage affordable to people in housing need and having regard to the Council's Households on Intermediate Incomes criteria.
- 5.6 The Developer will procure that the agreed Affordable Housing Provider provides quarterly Returns to the Council's Affordable Housing Programmes Manager in relation to the Affordable Housing Units disposed of or transferred during the period covered by the quarterly Return, the first of such Return to be submitted one month following first occupation of the Affordable Housing Units within the housing phase in question and PROVIDED THAT following the first disposal of all of the Affordable Housing Units within each housing phase, Returns shall not be required more frequently than once every year.
- 5.7 To calculate the percentage of total Dwellings to be provided as Affordable Housing Units and to allocate car parking spaces within the Development between Open Market Dwellings and Affordable Housing Units on the same percentage split.
- 5.8 To locate the Affordable Housing Units within the Development in accordance with the social housing schedule and Plan 2 submitted as part of the design and access statement.
- 5.9 None of the obligations contained in this Part 5 shall be binding upon:
 - 5.9.1 any person acquiring an interest in any Affordable Housing Unit under the staircasing arrangements in any shared ownership lease or pursuant to a statutory or contractual right to acquire the same or any successor in title or assigns to such persons;
 - 5.9.2 a mortgagee or chargee of the Site or any part thereof or of any Affordable Housing Unit or any receiver appointed by such mortgagee or chargee or any successors in title or assigns to or persons deriving title through any such persons;
 - 5.9.3 any individual lessee or tenant of any Affordable Housing Unit or any successors in title or assigns to or person deriving title from them or from any mortgagee or chargee of such lessee;
 - 5.9.4 any person entitled to own or occupy an Affordable Housing Unit by virtue of a Court Order or vesting declaration or any successors in title or assigns.

5.10 The Development shall provide the following affordable housing mix of unit sizes:

	1 bed	2 bed	Total
Social Rent	6	8	14
Intermediate	20	8	28

5.11 One 2 bed Dwelling shall be designed to wheelchair accessible standards to comply with the Wheelchair Accessible Design Guide by Steven Thorpe and Habinteg Housing Association (Building Research Establishment, 2006).

5.12 Not to Occupy nor cause nor permit the Occupation of any Dwelling until the location of the Dwelling to be designed to wheelchair accessible standards in accordance with clause 5.11 above has been agreed with the ODA and the Council.

5.13 All of the Dwellings shall be designed to Lifetime Homes Standards to comply with advice in 'Accessible London: Achieving an Inclusive Environment' (Greater London Authority, 2004).

5.14 Within six months of the Commencement of the Development the Developer shall submit details demonstrating that the relevant standards have been met.

5.15 The disabled parking bays shall be provided and maintained in accordance with the Basement Plan at Annex 4.

Part 6

CHILDREN'S PLAY SPACE AND PLAY EQUIPMENT OBLIGATION

6. Prior to the Occupation of the first Dwelling the Developer shall provide on the Site a designated children's play space and associated play equipment such equipment to be agreed with the Council and the ODA and shall thereafter secure the maintenance of this children's play space and associated play equipment for the lifetime of the development in accordance with the Mayor's Draft Supplementary Planning Guidance Providing for Children and Young People's Play and Informal Recreation.

Part 7

OFF SITE OPEN SPACE CONTRIBUTION

53K

- 7.
- 7.1 Prior to the Commencement of the Development the Developer shall pay to the Council in full the Off Site Open Space Contribution to be applied by the Council towards the costs of works to the Greenway to improve the route as a pedestrian and cyclist route to be available for use during and as far as practicable throughout the Olympic Games Phase, Legacy Transformation Phase and Legacy Phase in accordance with Schedule 12 of the Olympic Section 106 Agreement or the provision or maintainance of other open space in the wider vicinity of the Site.
- 7.2 The Development shall not be Commenced until the Off Site Open Space Contribution has been paid in full to the Council.

Part 8

CANAL AND ECOLOGY CONTRIBUTION

300K

- 8.
- 8.1 Prior to the Occupation of the first Dwelling the Developer shall pay the Canal and Ecology Contribution in full to the Council to be applied by the Council in conjunction with British Waterways towards improvements to the riverbank and any such other improvements to the canal environment as shall be agreed between the Council, the ODA, British Waterways and the Developer. The improvements shall include provision of a high quality sustainable landscaped buffer to improve the ecological value of the area by creation of potential habitat and a migratory corridor.
- 8.2 Not to Occupy nor cause nor permit the Occupation of any Dwelling until the Canal and Ecology Contribution has been paid to the Council and the improvement works required by 7.1 have been completed.

Part 9

SUSTAINABILITY- ENERGY AND RENEWABLES

- 9.
- 9.1 The Development shall be carried out in accordance with the approach to energy and renewables as set out in Appendix 2 to the Developer's Sustainability Statement submitted with the Application and the agreed energy strategy (version 3 June 2006). Prior to the Commencement of the Development the Developer shall submit appropriate details, including details of the Site-wide heating infrastructure, the biomass and CHP plant, and wind turbines, to the ODA and the Council and no Dwelling shall be Occupied until the details have been approved.
- 9.2 Without prejudice to the foregoing the Developer shall use best endeavours to secure a 10% renewable energy contribution and a reduction of 20% in CO2 emissions and a

Code for Sustainable Homes rating of code level 3 for the residential component of the Development.

Part 10

ENVIRONMENTAL HEALTH CONTRIBUTION

- 10.
- 10.1 Prior to the Commencement of the Development the Developer shall pay to the Council in full the Environmental Health Contribution to aid with the local improvement of air quality, ambient noise and the remediation of contaminated land.
- 10.2 The Development shall not be Commenced until the Environmental Health Contribution has been paid in full to the Council.

Part 11

SKILLS AND EMPLOYMENT TRAINING CONTRIBUTION

- 11.
- 11.1 Prior to the Commencement of the Development the Developer shall pay to the Council in full the Skills and Employment Training Contribution.
- 11.2 The Development shall be carried out in accordance with the approach to Local Labour Goods and Services as set out in Schedule 3 to this Agreement.
- 11.3 The Development shall not be Commenced until the Skills and Employment Training Contribution has been paid in full to the Council.

Part 12

MANAGEMENT STRATEGY

12. Prior to the Commencement of the Development the Developer shall submit to the ODA a management strategy including details of its proposals to liaise with local police at the development stage in order to achieve the Association of Chief Police Officers' 'Secured By Design' Award and the development shall be carried out in accordance with the approved strategy.

Part 13

OLYMPIC BRIDGE CROSSING OBLIGATION

13. The Developer covenants with the ODA that the the ODA and it's agents can have the right to tie into the new buildings foundations for use in conjunction with the erection of either temporary and/or permanent foundations and associated bridge structures at any place within the premises from the outside line of the basement wall to the boundary of the premises with the prior consent of the Developer such consent not to be unreasonably withheld or delayed.

Part 14

NOTICES

14.

14.1 To notify the ODA and the Council in writing or procure that they are so notified of each of the following events within 7 days of such event occurring:-

- (i) Commencement of the Development;
- (ii) the Occupation of any Dwelling and the Occupation of the first Open Market Dwelling and Affordable Unit Dwellings;
- (iii) first occupation of any unit forming part of the Development for commercial purposes pursuant to the Planning Permission;
- (iv) Completion of the Development.

Part 15

CONFIRMATION OF INTEREST

15.

15.1 The Developer hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Development Site or any part thereof.

15.2 The Developer covenants with the ODA to give the ODA immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company and usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan but no such notice shall be required of the sale of any dwellinghouse.

SCHEDULE 2

DEVELOPING A GREEN TRAVEL PLAN

SECTION 1 PURPOSE OF THE GTP

The purpose of a Green Travel Plan is for a commercial organisation to examine the transport movements that are made to and from its premises, by its employees, clients and customers, and promote the use of sustainable transport measures for the carrying out of those movements. The Plan should include the provision of physical measures at the site that encourage the use of sustainable transport, as well as promoting the available alternatives to the car and more efficient use of the car.

A GTP should be tailored to the particular characteristics, specific problems, issues and opportunities for the site. The ODA therefore does not expect implementation of all the outline measures in Section 2 at all such developments, as clearly different land uses may lead to different needs and objectives. However, it is expected that all measures should be assessed for appropriateness in each case.

SECTION 2 DEVELOPING A SUCCESSFUL GREEN TRAVEL PLAN

1 Overall Requirements

The overall requirement of a Green Travel Plan is adoption of a package of measures that will lead to agreed targets, performance measures and a monitoring regime in respect of promoting more sustainable modes prior to the commencement of the development. The targets should be aimed at reducing the number of trips made to the site by car in favour of other modes of transport and, where applicable, improving the transport efficiency of the organisation's delivery fleet. Suitable targets, therefore, might include aims to increase walking, cycling and passenger transport use to the site, a target to increase the percentage of deliveries by rail freight or canal, reduce the average distance travelled by employees for their journeys to work and on business, etc.

The measures adopted need to be considered carefully, with the nature of land use and location being major influences. It is expected that the measures will include "sticks" as well as "carrots", a balance is required that can be realistically implemented and carried through at the particular location.

The targets adopted must be achievable and clear linkages must be made between the proposed measures and targets. Procedures must be internally consistent, and an audit trail will be required that provides evidence through monitoring that progress is being made towards targets, or that they are consistently being achieved.

2 Measures to be considered

As discussed earlier, each situation will lead to a different solution however this section details the elements necessary to build a Green Travel Plan. Each should be considered in light of the particular development.

The travel plan will need to take account of all trips generated by the organisation including:

- employee's travel between home and work;
- employee's business travel during the working day;
- client and customer visits to the site;
- deliveries made to/from the site.

In addition, the plan should also show that consideration has been given to the location of the development in order to minimise the distances that the organisation's employees, clients and customers are required to travel.

3. Providing for Alternatives Modes to Private Car

The cornerstone of the plan is to provide more sustainable transport choices which lead to a reduction in the need to travel, especially by private car. The following sections outline how these choices can be enhanced through physical and other measures.

4. Pedestrians

Walking as the main method of travel is probably best for journeys of less than two miles. Walking can be combined with, for example, passenger transport to cover longer distance journeys. There are obvious health benefits for staff, and savings on car running costs as well as benefits for business in terms of fewer car parking spaces.

The plan should include measures to ensure the site is pedestrian friendly by:

- Providing convenient entrances for walkers that reduce, wherever possible, the walking distances to facilities outside the site, such as bus stops, footpaths, etc.
- Providing walking facilities that:
 - are well lit,
 - take account of safety concerns, and
 - take account of the needs of the mobility impaired.
- Ensuring facilities are highly visible which will assist in promotion of walking to/from and within the site
- Ensuring that walking routes are attractive and, where feasible, passing points of interest
- Providing adequate showering and changing facilities
- Providing lockers and drying facilities
- Ensuring ongoing maintenance of the facilities provided

The plan should include measures to promote walking to the site by:

- Encouraging discussion of the health benefits (less stress/improved fitness)
- Encouraging staff to walk when travelling less than 1 mile to/at work
- Organising promotional events, such as "Walk to Work Week".

5. **Cycling**

The benefits for cycling are similar to those for walking, with health and cost reduction being the major consideration for users. Again encouraging this mode will lead to the requirement for fewer car parking spaces.

The plan should include measures that ensure the site is cyclist friendly by:

- Providing convenient access to the site for cyclists (these need to be linked to facilities outside the site such as cycle paths, etc.)
- Providing cycling facilities that take account of safety concerns
- Providing adequate cycle racks/cages - conveniently located and in clear view to lessen the chance of cycle theft
- Providing adequate showering and changing facilities
- Providing lockers and drying facilities
- Ensuring ongoing maintenance of facilities provided.

The plan should include measures to promote cycling by:

- Encouraging discussion of the health benefits (less stress improved fitness etc.)
- Encouraging staff travelling shorter distance for business purposes to use a bicycle (including generous mileage allowances for bicycles)
- Providing pool bikes for use by staff
- Providing cycle loans
- Organising a bike to work day
- Encouraging a bicycle user group within the organisation.

Cycling facilities should be related in scale to the amount of permitted car parking. The less the car parking provision per employee the greater the adjustment for cycling facilities is likely to be.

6. Passenger Transport

Passenger Transport should be regarded as a practical and positive alternative mode to the private car. In Stratford buses, trains and the underground provide sustainable, frequent, reliable and accessible transport. New buses being provided are cleaner, brighter and more comfortable. There are new features such as low floor buses to help those with mobility difficulties.

Providing passenger transport facilities that take account of the requirements of the Disability Discrimination Act 1995.

The plan should include measures to promote the use of passenger transport by:

- Providing season ticket loans and subsidising travel by passenger transport to encourage use by staff
- Providing a discounted fare scheme to encourage use by clients and customers
- Providing site specific information regarding passenger transport services in conventional or electronic form (or both). The Green Travel Co-ordinator will also have a responsibility for promoting passenger transport services (see paragraph 12).

7. Telecommuting/Homeworking

Homeworking use (with changes in demography, travel to work patterns and information technology to promote staff working from home and from satellite offices near to their home) is encouraged. Homeworking leads to work and family life being more compatible - staff are less stressed and more productive. There are clear savings in travel costs and provision of car parking spaces for business.

The plan should include measures to encourage telecommuting/homeworking by:

- Providing appropriate technology - computing/e-mail/fax/copiers/etc.
- Canvassing staff for ideas
- Identifying suitable jobs and categorising
 - base at home
 - home some of the time
 - fully mobile
 - use satellite office
 - use office nearer to home
 - use electronic communication

8. **Reducing the Impact of Car Usage: Car Park Management**

The GTP should include measures to manage the car parking space by:

- Providing systems, such as barriers, or parking tickets to help maintain that provision
- Conducting an annual monitoring survey of all car born traffic in and out of the site

9. **Car Sharing/Car Pooling**

Car Sharing involves two or more people travelling together instead of using separate cars. They may pool their cars and alternate between them or regularly use a single vehicle and contribute to the running costs.

The plan should include measures to encourage car sharing by:

- Assigning better positioned car park spaces to car sharers
- Making pool cars available for car sharers to use if necessary during the day
- Providing a guaranteed ride home - taxi service provided by the employer
- Holding a car sharing week/breakfast club to start the scheme
- Purchasing car share software

10. **Flexible Working Hours**

The benefits of flexible working hours include greater office coverage, longer hours of office opening, easier journeys to work by reducing the pressure on main approaches to the site in the morning and evening peaks.

Most staff are keen to get involved in flexible workings hours. Consideration needs to be given to:

1. Method of recording time
2. Length of opening of site
3. Rules needed for breaks during the day

11. **An Integrated Approach**

The transport plan includes a package of measures. The plan will need to demonstrate the integration of overall transport provision, and will discuss how this fits into the short, medium and long term strategy for the site. The plan must therefore discuss time scales for implementation of each of the measures to fit in with the strategy.

12. Awareness Campaigns

GTPs can substantially reduce car travel. The alternatives must be attractive and available, although some deterrence to car use may be needed. The plan must, therefore have the active support of senior management. Indeed, the success of a Green Travel Plan depends on the employer appointing a Green Travel Co-ordinator. Such a role should be fulfilled by a senior person with full support from senior management. The Green Travel Co-ordinator will be responsible for raising awareness in the organisation and promoting the alternatives to the car. Success of the Plan will also be dependent upon the parking strategy for the premises, for which the Green Travel Co-ordinator will also be responsible.

SECTION 3 TARGETS FOR THE TRAVEL PLAN

Clear targets need to be set out in the Travel Plan. The targets need to be linked to the travel plan proposals, and need to be measured on a regular basis.

The favoured approach is for modal split targets for journeys to and from the site. These modal split targets need to reflect the travel plan proposals and the overall policy objectives of a reduction in car use. Other indicators can be considered which could include a measure of the daily motor traffic using the site.

Interim targets should be set to cover progression towards end state targets. These may include considerations and requirements of the implementation of the development.

In setting the targets a balance will need to be struck between local circumstances (including likely employee residence locations, passenger transport accessibility, etc.) and achievability. In this respect there are no prescribed targets, but these should be developed in consultation with the ODA, taking into account other targets set locally (through the Road Traffic Reduction Act 1997, and Local Transport Plan).

SCHEDULE 3

LOCAL LABOUR GOODS AND SERVICES

The Developer covenants with the ODA and the Council:

1. Recruitment

1.1 To use reasonable endeavours to ensure the recruitment on site of local residents being defined as living in Newham postcodes: E6, E7, E12 E13, E15 and E16. The Council expects contractors and sub-contractors to use Reasonable Endeavours to achieve a target of 25% local employment on the site.

1.2 That recruitment will be through the following measures:

Positions advertised in the Newham Recorder

Notification of posts to Docklands Recruitment, The Excel Exhibition Centre, K Warehouse, Victoria Dock Road, London, E16 1XL. Tel: 020 7069 4283/4/5/6 Fax: 020 7069 4287

Notification of posts to the Business Development Team of the Council's Regeneration and Development Division (RAD) or its nominee.

1.3 The above measures should constitute the sole recruitment method for 7 Working Days prior to the vacancy becoming available. By an agreed date the Business Development Team or its nominee(s) to be furnished with a full breakdown of staffing requirements and labour loadings, including estimate and numbers of particular skills required.

2. Local Contractors

2.1 To use reasonable endeavours to ensure the use of local suppliers and contractors.

2.2 As soon as available to provide to the Business Development Team or its nominee(s) a schedule of the breakdown of all construction contracts and suppliers required to complete the project to enable opportunities to be promoted to local contractors and suppliers.

2.3 To report the value of all orders placed with Newham suppliers to the Business Development Team or its nominee.

3. Monitoring

The main contractor will supply to the Business Development Team or its nominee(s) site monitoring information on a regular basis.

SCHEDULE 4

ODA AND COUNCIL COVENANTS

1. The ODA hereby covenants with the Developer and its successors in title to the Site as follows:
 - 1.1 Within 21 days of the date hereof to issue the Planning Permission substantially in the form of the draft planning permission attached hereto at Schedule 5;
 - 1.2 To receive the financial sums payable by the Developer under section 106 of the 1990 Act in accordance with this Agreement and forward on those payable to the Council for the purposes specified in the sub-clause governing payment of such contribution.

2. The Council hereby covenants with the Developer and its successors in title to the Site as follows:
 - 2.2 to commit the sums receive and ultimately spend the Contributions solely towards the purposes specified in the relevant sub-clause governing such payment and for no other purpose;
 - 2.3 if within 10 years of payment to the Council of the Contributions the Council shall not have spent the entirety of any such contribution then upon receipt of a written request from the Developer the Council shall refund any unexpended balances including any interest accrued from the date of payment to the Developer (and not to their successors in title).

SCHEDULE 5

DRAFT PLANNING PERMISSION

DRAFT

FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990

Town and Country Planning (General Development Procedure) Order 1995

Please see notes at the end of this notice

Applicant

Manser Homes Ltd
Broadway Malyan Planning, Riverside House,
Southwark Bridge Road,
London, SE1 9HA

Agent

Broadway Malyan Planning
Riverside House,
Southwark Bridge Road,
London SE1 9HA

Part I - Particulars of Application

Date of Application: 30th October 2006

Application No: 06/90011/FUMODA

Proposal: Redevelopment of the site to provide a 27 storey tower with a 6-storey street building comprising of 202 residential units, 792sq.m. of offices at ground floor and first floor, 218sq.m. of a café/bar (Class A3/A4) or office or leisure use at ground and first floor with 65 car parking spaces, 150 cycle spaces, 32 motorcycle spaces in a basement car park with access via the High Street and associated landscaping.

Location:

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Olympic Delivery Authority hereby gives notice that **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

1. The development to which this permission relates must be commenced not later than the expiration of TWO YEARS from the date of this permission.

Reasons: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990.

2. The development hereby approved shall only be undertaken in full compliance with all details as shown on applicant's drawings no(s):
AP-01-01 Rev G, 02-01 Rev G, 02-02 Rev G, 02-10 Rev C, 02-11 Rev C, 03-B1 Rev G, 03-00 Rev G, 03-01 Rev G, 03-02 Rev G, 03-03 Rev G, 03-04 Rev G, 03-05 Rev G, 03-06 Rev G, 03-07 Rev G, 03-08 Rev G, 03-09 Rev G, 03-13 Rev G, 03-17 Rev G, 03-21 Rev G, 03-25 Rev G, 90-01 Rev G, 04-01 Rev G, 04-04 Rev G, 05-11 Rev G, 05-12 Rev G, 05-13 Rev G, and no other.

Reason: To ensure that the development is constructed in accordance with the approved plans received by the Council on 16/06/2005 and there shall be no departures from those details unless otherwise agreed by the local planning authority in writing.

3. Full particulars including details of colour and texture to be used on all external surfaces shall be submitted to and approved by the Local Planning Authority prior to commencement of the development.

Reason: To ensure a satisfactory standard of external appearance and with regard to policies 4B.1 and 4B.6 of the London Plan and policy EQ19 of the Council's Unitary Development Plan, adopted June 2001.

4. Prior to the commencement of any works on the site, a plan showing the proposed planting scheme shall be submitted to and be approved by the Local Planning Authority. The scheme shall include the following:

- i. Full details of plants and trees (common and Latin names, size and pot height, density or number, tree girth and method of growth i.e. container or open ground)
 - ii. Maintenance schedule
 - iii. Full details of materials to be used on any paved areas and any other hard surfaces
- All planting, seeding or turfing shall be implemented in the first planting season following occupation of the buildings or the substantial completion of the development, whichever is the sooner.

Any plants or trees that die or are removed, damaged or diseased within a period of FIVE years from the substantial completion of the development shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species, unless the Local Planning Authority gives written consent for a variation.

Reason: To ensure a satisfactory standard of external appearance of the development and with regard to Policies EQ15, EQ19 and EQ21 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

5. Prior to the commencement of works on the development hereby permitted, an Environmental Code shall be submitted to and approved by the Local Planning Authority, in respect of such matters as are likely to cause nuisance to adjoining occupiers during construction. Alternatively the developer shall demonstrate to the satisfaction of the Local Planning Authority compliance with the Considerate Constructors Scheme. Details to be addressed by the environmental code or Considerate Constructors Scheme should include noise, dust, smoke, road cleaning and any other matters relevant to this particular site. The approved environmental code or scheme standards shall be adhered to for the duration of the construction works.

Reason: To ensure that the construction does not prejudice the ability of neighbouring occupiers reasonable enjoyment of their properties and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

6. a). Prior to the commencement of works on the development, an investigation into ground conditions shall be undertaken in accordance with the Model Procedures for the Management of Land Contamination, Environment Agency, Contaminated Land Report 11. The report of the investigation and proposals for any remediation required shall be submitted to and approved in writing by the Local Planning Authority.
- b). All works approved shall be undertaken to the satisfaction of the Local Planning Authority.
- c). As soon as reasonably practicable, and before the occupation of any remediated area of the site, a validation report shall be submitted and approved by the Local Planning Authority in writing, stating what works were undertaken and that the remedial scheme was completed in accordance with the approved remediation strategy.

Reason: To safeguard the public, the environment and surface and groundwater as this site may have or is known to have been used in the past for activities that are likely to have resulted in it being contaminated with material that is potentially harmful to humans, or the environment and with regard to policy EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

7. Prior to the commencement of works on the development hereby permitted, details of the proposed sound insulation scheme to be implemented between the residential accommodation and any non residential uses shall be submitted to and approved by the Local Planning Authority in writing. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reasons: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

8. Operations of demolition, site clearance, construction and so on, for which noise is audible at the nearest residential boundary shall be restricted to the hours of 0800 and 1800 on Mondays to Fridays and between 0800 and 1300 on Saturdays and at no time on Sundays or Statutory holidays without the prior written approval of the Local Planning Authority.

Reason: To ensure that the development does not prejudice the enjoyment of neighbouring occupiers of their properties and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

9. a). Prior to the commencement of works on the development hereby permitted full details of the routing of mechanical ventilation and the passive provision of associated ducting for all commercial units shall be provided to and approved by the Local Planning Authority. The approved scheme shall be installed and commissioned prior to occupation of the development and shall be permanently maintained in proper working order thereafter.

b). Prior to the occupation of any unit within the development for Class A3/A4 purposes full details of any mechanical ventilation or other plant associated with each such unit shall be submitted to and approved by the Local Planning Authority. Details should include plans and drawings, full specifications of all filtration and odour abatement systems, noise output, termination points and maintenance schedules. Particular consideration should be given to the potential high level discharge of kitchen extract air or odoriferous extract air where a high level of discharge is usually essential. The approved ventilation equipment and other plant shall be installed and commissioned prior to occupation of the development and shall be permanently maintained in proper working order thereafter.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

10. Before commencement of the development, an air quality report shall be submitted to and agreed by the Local Planning Authority. The report shall detail:
- a) the area within the boundary of the site, which may exceed relevant national air quality objectives.
 - b) specify how the detailed application will address any potential to cause relevant exposure to air pollution levels exceeding the national air quality objectives.
 - c) identify areas of potential exposure.
 - d) detail how the development will reduce its impact on local air pollution.

Regard shall be had to the guidance from the Association of London Government "Air quality assessment for planning applications - Technical Guidance Note" in the compilation of the report.

Reason: To protect the amenity of future occupants and/or neighbours and in the interest of the declared Air Quality Management Area and with regard to policies EQ45 and EQ46 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

11. All commercial road vehicles used on the construction project must meet the European Emission Standards (commonly known as Euro standards) of Euro 3 during any works that take place from the date of this consent and Euro 4 for any works that takes place from 1 January 2008. In the event of any new European Emission Standards being introduced after 2006 the standards shall be applied to all road vehicles serving the construction project within a period of 2 years after the date of introduction contained within the relevant EU Directive.

All non-road mobile vehicles with compression ignition engines used within the site must comply with emission standards set in EC directive 97/68/EC. Vehicles must meet Stage II limits from the start of contract and from 1 January 2012, meet Stage IIIa and b emission limits.

Exemptions to the above standards (for road and non-road vehicles) may be granted for specialist equipment or for equipment with alternative emission reduction equipment or run on alternative fuels. Such exemptions shall be applied for in writing to the LPA in advance of the use of such vehicles, detailing the reasons for the exemption being sought and clearly identifying the subject vehicles. Exemptions that are granted will be in writing and such vehicles must not be used until written exemption has been received by the applicant.

No vehicles or plant to which the above emission standards apply shall be on site, at any time, whether in use or not, unless it complies with the above standards, without the prior written consent of the local planning authority.

Any diesel powered machines used on, or otherwise serving the site, must be run on ultra low sulphur diesel (also known as ULSD 'cleaner diesel' or 'green diesel'). "Ultra low sulphur diesel" means fuel meeting the specification within BS EN 590.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

12. Prior to the occupation of any unit within the development for Class A3/A4 purposes, full details of the grease trap or grease digester system to be installed for the commercial kitchen shall be submitted to and approved by the Local Planning Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

13. No impact piling shall be permitted during the construction of this development without the written permission of the local planning authority.

Reason: To ensure that the development does not prejudice the enjoyment of neighbouring occupiers of their properties and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

14. Prior to commencement of works on the development hereby permitted supplemental information to the Acoustic Strategy Report dated 15 June 2005 shall be submitted to and approved by the Local Planning Authority. Additional information required includes the date of measurement, location of microphone during the survey and justification for the predicted 5 dB reduction in noise level on the 20th floor and upward. The acoustic report shall also include an assessment of the environmental impact of reflective road traffic noise as a result of the angled building façade design and mitigation measures where appropriate.

The developer shall specify noise mitigation measures to produce internal noise levels specified in BS8233 (Good) and shall include details upon mechanical ventilation systems for living rooms and bedrooms. The mechanical ventilation systems shall meet or exceed the specifications set out in clause 6, schedule 1 of the Noise Insulation Regulations 1975 with regard to acoustic performance and airflow rates. Alternative schemes that meet the above noise and ventilation standards can be considered.

The approved scheme is to be completed prior to the occupation of the development and shall be permanently maintained thereafter. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

15. Electrical, mechanical or operational noise emitted by the development measured 1 metre from the façade of the nearest residential property (including those associated with the development) using the protocol in BS 4142 shall not exceed LAeq 45 dB between the hours of 0700 to 2300 and LAeq 42 dB between the hours of 2300 to 0700.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

16. At no time shall any amplified music generated from an A3/A4 use within the development, including any outside seating area ancillary to that use, be audible within any adjoining residential premises.

Reason: To prevent loss of amenity to neighbouring residential premises due to noise generated from the premises and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

17. Prior to the commencement of works on the development hereby permitted a report upon electromagnetic field levels from high voltage overhead power lines shall be submitted to and approved by the Local Planning Authority. Details are to include predicted maximum field strengths within residential units closest to the overhead power lines together with any required mitigation to meet the current guidelines set upon human exposure by the Health Protection Agency.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

18. Prior to the commencement of works on the development hereby permitted, details of the proposed Water Edge Treatment shall be submitted to and approved by the Local Planning Authority. Where applicable, details should include:

- i. Security/water safety
- ii. Rehabilitation works/retention walls/construction of piles
- iii. Method of construction/flood prevention
- iv. Landscaping/planting/features or artworks/lighting
- v. Paving/footpaths

The approved works are to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: In the interest of public safety and visual and with regard to policy EQ1 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

19. Prior to the commencement of works on the development hereby permitted, full details of the pedestrian water edge protection shall be submitted to and approved by the Local Planning Authority. The scheme is to comply with ROSPA category "Band 4" and BS 6180:1999, for the requisite lengths of the water edge of the site [delete where appropriate]. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the public from risk of falls/drowning and to ensure an aesthetically acceptable water frontage and with regard to policy EQ1 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

20. Prior to the commencement of works on the development hereby permitted, full details of the vehicular water edge protection shall be submitted to and approved by the Local Planning Authority. The scheme is to comply with ROSPA category "Band 4" and BS 6180:1999, for the requisite lengths of the water edge of the site. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the public from risk of falls/drowning and to ensure an aesthetically acceptable water frontage and with regard to policy EQ1 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

21. Prior to the commencement of works on the development hereby permitted, full details of proposed water edge lighting scheme shall be submitted to and approved by the Local Planning Authority. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the public from risk of falls/drowning at night and during inclement weather and to ensure an aesthetically acceptable water frontage and with regard to policy EQ1 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

22. Prior to the commencement of any works on the development hereby permitted, full details of life saving provision and equipment along the towpath and river edge shall be submitted to and approved by the Local Planning Authority. The approved works are to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the public from risk of drowning and to ensure an aesthetically acceptable water frontage and with regard to policy EQ1 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

23. No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

Reason: Important archaeological remains may exist on the site. Accordingly the planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the guidance and model condition set out in PPG16.

24. Development shall not commence until details of on site drainage works have been submitted to and approved by the Local Planning Authority in consultation with the sewerage undertaker. No works which result in the discharge of foul or surface water from the site shall be commenced until the onsite drainage works referred to above have been completed.

Reason: To ensure that the foul and/or surface water discharge from the site shall not be prejudicial to the existing sewerage system.

25. Development shall not commence until impact studies of the existing water supply infrastructure have been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water. The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

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

26. Prior to occupation details of the incorporation of bat roosting and bird nesting boxes on the proposed building or parts thereof shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Lee Valley Park Authority.

Reason: To ensure the continued protection of local wildlife species in accordance with policy EQ11 of the Council's Unitary Development Plan, adopted June 2001.

27. Prior to the occupation of the development details of external lighting shall be submitted to the Local Planning Authority for their consideration and approval prior, and such lighting as is approved by the Local Planning Authority shall be retained permanently thereafter.

Reason: To ensure that the site is adequately lit and to limit loss of amenity to adjoining occupiers from excessive glare.

28. Accommodation shall be provided on the site for a minimum of 180 bicycles spaces and a minimum of 32 motorbikes, in accordance with the approved drawings. The facilities are to be constructed, surfaced and marked out prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To ensure that adequate on-site parking is made available for alternative forms of transport and with regard to policy T15 of the London Borough of Newham Unitary Development Plan (adopted June 2001) and policy 3C.22 of the adopted London Plan February 2004.

29. All ground floor commercial units hereby approved shall be constructed with ramped entrances and exits, (no greater that 1:15), or level access with a minimum 900mm front pathway to a level landing 1.2m deep x 900mm wide, leading to a flush threshold, with a minimum clear door opening of 800mm. Details of any external ramp shall be submitted to the Local Planning Authority and approve prior to the use commencing.

Reason: To ensure that people with mobility impairment in particular wheelchair users are not excluded from using the proposed development by reasons of lack of adequate facilities, and to comply with Policy EQ25 of the adopted Unitary Development Plan

30. Details of the means of enclosure for the refuse bins for:
a) the residential units; and
b) the commercial units

shall be submitted to and agreed in writing by the Local Planning Authority and be erected before the occupation of the dwellings or commercial units and thereafter shall be permanently retained.

Reason: To ensure that the details of the development are acceptable to the Local Planning Authority, and to comply with Policy EQ19 of the adopted Unitary Development Plan.

31. No meter boxes, flues, vents, plumbing or pipes, other than rainwater pipes, other than those shown on the approved drawings, shall be fixed to the front elevation of the building without the prior written approval of the Local Planning Authority.

Reason: To protect local amenity and with regard to policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

32. The amenity space shown on the approved drawings shall not be sub-divided in any manner that prejudices the use of that space by future occupants of the premises and shall be permanently maintained thereafter.

Reason: To protect the amenities of future occupants and with regard to policies EQ19 and H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

33. Prior to the occupation of the development hereby permitted, details of the means of enclosure, layout, surface finish and landscaping around the communal roof garden shall be submitted to and approved by the Local Planning Authority. Details should include the proposed design, height and materials. The approved works are to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: In the interest of public safety and security and to protect the visual amenity of the locality and with regard to policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

34. All flats with lift access shall be constructed to accessible general housing standards.

Reason: To provide adequate access for residents and visitors to the dwellings including wheelchair and scooter users and people with toddlers and prams and with regard to policy H10 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

35. Prior to the commencement of works on the development hereby permitted, details of the lift design shall be submitted to and approved by the Local Planning Authority. If the lift for structural reasons is not designed to allow a wheelchair user to turn, the applicant is required to install either a pass-through lift as the first preference or, if this cannot be installed due to the nature of the design, a full length mirror is to be installed to allow wheelchair users to back out safely. The approved works are to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To ensure adequate access for all users of the building in particular wheelchair and scooter users and people with pushchairs and prams and with regard to policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

36. Prior to the commencement of works on the development hereby permitted, details of a possible protected internal route for the provision of a flue through the building shall be submitted to and approved by the Local Planning Authority. The approved works are to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect residential amenity and the external appearance of the building by resisting the provision of an external flue and with regard to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001).

37. In the event that during construction, craneage or scaffolding is required at a higher elevation than that of the planned development, then their use must be subject to separate consultation with London City Airport. Crane operators attention should be brought to the British Standard Code of Practice for the safe use of cranes (BS7121:Part1:1989)

Reason: In the interest of airport safety.

38. The car parking hereby shown on drawing AP-03-B1 Rev G shall be used by the residential occupiers and their visitors of the flats hereby approved and for no other users. There shall be no sale, subletting or renting of spaces to anyone other than an occupier of a residential unit at this site.

Reason: In order to provide a satisfactory level of on site parking available for residents of this development and in compliance with policy T15 of the adopted UDP, June 2001 and policy 3C.22 of the adopted London Plan, February 2004.

39. The use of the commercial space on the ground and first floors of the southern block hereby shown on drawing AP-03-00 Rev G and AP-03-01 Rev G shall be restricted to use class B1, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure premises are occupied by activities that will not have a detrimental impact on residential amenity, in accordance with Policy EMP3 and EMP13 of the Council's adopted UDP.

40. The use of the commercial space on the ground and first floors of the northern block hereby shown on drawing AP-03-00 Rev G and AP-03-01 Rev G shall be restricted to use classes A3, A4, B1 or D2 (Leisure), unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure premises are occupied by activities that will not have a detrimental impact on residential amenity, in accordance with Policy EMP3 and EMP13 of the Council's adopted UDP.

41. (First Use of Premises) The first use of the hereby permitted ground and first floor commercial units shall be for a use falling within Use Class A3, A4, B1 or D2 of the Town and Country Planning (Use Classes) Order 1987 (or any superseding legislation). Following the commencement of the operation of the first use to occupy the commercial unit, normal planning rules under the Town and Country Planning (Use Classes) Order 1987 will apply concerning any further changes of use.

Reason: To ensure that the premises are occupied by activities that will not have a detrimental impact on residential amenity, in accordance with Policy EMP3 and EMP13 of the Council's adopted UDP.

42. No construction work shall commence unless and until detailed plans of the construction and foundation works for the proposed building have been submitted to and approved in writing by the Local Planning Authority in consultation with the London Development Agency. The development shall not be carried out other than in full accordance with the approved details.

Reason: To ensure that construction of the proposed Olympic bridge adjacent to the site's north east boundary is not prejudiced, and to comply with Policies S3 (Quality of development) and S9 (Environmental quality) of the adopted Unitary Development Plan, and Policies 3C.1 (Integrating transport and development) and 3C.4 (Land for transportation functions) of the adopted London Plan.

43. Vehicles associated with construction work at the site shall at no time block vehicular access to the residential properties of neighbouring residents.

Reason: To prevent harm to the amenities of neighbouring residents and comply with Policy EQ19 of the adopted Unitary Development Plan.

44. Prior to construction work commencing contact details of a named person to act as a point of contact for neighbouring residents during the construction period, and details of how this information has been communicated to neighbouring residents, shall be submitted to and approved by the local planning authority. This liaison officer shall be available to contact throughout the duration of the construction period.

Reason: To minimise harm to the amenities of neighbouring residents and to comply with Policy EQ19 of the adopted Unitary Development Plan.

Summary of Policies and Reasons

In accordance with Article 22 of the Town and Country Planning (General Development procedure) Order 1995 the following is a summary of the reasons for the grant of planning permission, together with a summary of the policies in the development plan which are relevant to the decision to grant permission.

The development plan for the site comprises the London Plan and Early Alterations to the London Plan and the 'saved' policies of the adopted Unitary Development Plan of the London Borough of Newham.

Each of the reasons set out below, reflects the topics and issues identified in the report to the ODA Planning Committee.

Principle of development

The principle of a high density residential-led mixed use development in this location is considered acceptable given the site's proximity to the town centre and to public transport links. The loss of the site for wholly employment use is considered acceptable given the unsuitability of the existing building and access arrangements for modern industrial requirements.

The principle of the land use proposed is therefore considered to generally accord with the following development plan policies:

The London Plan

2A.1 – Sustainability criteria

Development should, inter alia, optimise use of previously developed land, accessibility by public transport, walking and cycling, accessibility to facilities and infrastructure, and take account of physical constraints including flood risk.

2A.2 – Opportunity areas

Encourage development for housing, public transport and promotion of social inclusion.

2A.4 - Areas for Regeneration

The Mayor will work with strategic partners to achieve the sustainable renewal of areas for regeneration through action and investment.

3B.1 - Developing London's economy

The Mayor will work with strategic partners to support and develop London's economy through promoting London as a location for international and European agencies and facilitating social enterprise and community development.

Newham UDP

S3 – Quality of development

Development should contribute to the Newham's regeneration and quality design objectives.

S7 – Promotion of development

Promotes strategic development at Stratford to maintain London's place as a world city.

S10 – Neglected, derelict, vacant land

Promotes new uses for such sites.

Design

The design is considered to be of good quality, comprising a contemporary architectural response involving a lightweight free flowing structure with a predominance of glass and bold colours. It is considered the development will enhance the High Street and the setting of the Greenway.

The proposal is therefore considered to generally accord with the following Development Plan policies.

The London Plan

4B.1 – Design principles for a compact city

Seeks to ensure that developments:

- Maximise the potential of sites
- Create or enhance the public realm
- Provide or enhance mix of uses
- Are accessible, useable and permeable for all users
- Are sustainable, durable and adaptable
- Are safe for occupants and passers-by
- Respect the local context, character and communities
- Are practical and legible
- Are attractive to look at and, where appropriate, inspire, excite and delight
- Respect the natural environment
- Respect London's built heritage

4B.9 – Large scale buildings – design and impact

Buildings should be of the highest quality design and inter alia be attractive city elements.

4C.20 – Design – starting from the water

Seeks a high quality of design for all waterside development, recognise opportunities to provide landmarks, incorporate sustainable design and construction techniques.

Newham UDP:

S3 – Quality of development

Development should contribute to the Newham's regeneration and quality design objectives.

EQ4 – Waterside development

Seeks enhancement of waterside settings, a high standard of urban design, enhancement of vitality of river and its frontage.

EQ5 – Waterway structures

Structures over rivers should make a positive contribution to their use and be of a sympathetic design.

EQ19 – Urban design considerations

All new development should have regard to layout; vehicular and cycle access and parking; scale, bulk, design, landscaping, aesthetic quality and relationship to context.

H13 – Promoting quality and choice in housing

Proposals will be assessed in terms of the quality of design. For large new housing developments innovative design forms are encouraged.

H17 – Housing design and layout

New residential development will be assessed in terms of design and relationship to its context.

Housing

The proposed density is considered appropriate given the site's location close to the town centre and public transport links. Adequate affordable housing is provided within the scheme through a combination of on-site accommodation and a commuted sum to off-site provision to be secured via a legal agreement. The housing mix is also considered acceptable, adequate shared and private amenity space is included, and adequate wheelchair and lifetime homes provision is to be secured also via the legal agreement.

The proposal is therefore considered to generally accord with the following Development Plan policies.

London Plan

3A.2 – Borough housing targets

UDP policies should seek to exceed housing targets

3A.4 – Improving housing choice

Seeks a range of housing choice in terms of sizes and types taking account of the requirements of different groups.

3A.5 – Large residential developments

Encourages the inclusion of suitable non-residential uses in such schemes.

3A.7 – Affordable housing targets

UDPs should set overall target for affordable housing provision over the plan period, taking account of assessments of need and capacity, the Mayor's strategic targets, and the promotion of mixed and balanced communities.

3A.8 – Negotiating affordable housing in individual private residential and mixed-use schemes
Seeks maximum reasonable amount of affordable housing having regard to targets, the need to encourage residential development and site circumstances.

4B.3 – Maximising the potential of sites

Proposal should ensure the highest possible intensity of use compatible with context and public transport capacity.

Newham UDP

H6 – Affordable housing

Council will work with housing associations and private developers to provide affordable housing.

H7 – Affordable housing in new residential development

Encourages provision of appropriate affordable housing subject to location and site conditions.

H14 – Promoting choice in housing

Encourages development that will extend the range of housing choice in the Borough.

H16 – Density

Higher densities will be considered where a high level of public transport accessibility is available, where facilities are accessible and where a high quality environment is created.

H17 – Housing design and layout

Developments will be assessed in terms of a satisfactory level of amenity, private amenity space and provision of off-street parking.

Sustainability

Amendments were made to the scheme to significantly enhance the development's level of energy efficiency and the amount of on-site renewable energy. The Greater London Authority commented that the scheme contains welcome energy efficiency and renewable energy measures.

The proposal is therefore considered to generally accord with the following Development Plan policies.

London Plan

2A.1 – Sustainability criteria

Development should, inter alia, optimise use of previously developed land, accessibility by public transport, walking and cycling, accessibility to facilities and infrastructure, and take account of the impact on natural resources and environmental assets.

4A.7 – Energy efficiency and renewable energy

Reduce carbon dioxide emissions, improve energy efficiency, increase proportion of energy generated from renewable sources including by encouraging energy efficient and renewable technology and design.

4A.9 – Providing for renewable energy

Major developments should show how a proportion of the site's needs would be generated from renewables.

4B.6 - Sustainable design and construction

New developments should meet the highest standards of sustainable design and construction, including measures to conserve energy and other resources

Newham UDP

S4 – Sustainable development

Development should be compatible with the aims of sustainable development.

Ecology / Environment

The applicant submitted a landscape strategy which includes planting on the lower terraces of the adjacent riverbank. A detailed landscaping scheme will be required by condition. The legal agreement will include a requirement for £300,000 contribution towards improvements to the riverbank and other improvements to the canal environment as shall be agreed with British Waterways. The Greater London Authority comments that there will be a net gain for local wildlife.

The proposal is therefore considered to generally accord with the following development plan policies:

London Plan:

3D.12 – Biodiversity and nature conservation

Development should have regard to nature conservation and opportunities should be taken to achieve positive gains for conservation. Measure may include creating, enhancing and managing wildlife habitat.

4B.1 – Design principles

Developments should, inter alia, create or enhance the public realm

4B.6 - Sustainable design and construction

New developments should conserve and enhance the natural environment, particularly in relation to biodiversity.

Newham UDP:

EQ15 – Landscaping

Where appropriate new development will be required to include a landscaping scheme.

EQ10 – Development on Sites of Nature Conservation Importance

Development should conserve existing habits; replacement or recreation of habitats will be considered in exceptional circumstances such as overriding public interest or benefits of primary importance to the environment.

EQ11 – Species Protection

Development should take opportunities for replacement or recreation of habitat; should not have a significant impact on protected species.

Open Space

Following discussions a financial contribution will be required via the legal agreement towards upgrading works to the adjacent Greenway. This is considered acceptable as the Greenway is directly adjacent to the site and will in all likelihood be intensively used by residents and employees at the site.

The proposal is therefore considered to generally accord with the following development plan policy.

OS8 – Green space in new housing developments

The Council will negotiate with developers of housing schemes of more than 100 dwellings or more to provide an area of open space within the site to meet the demands generated by the development.

London Plan:

4B.9 – Large scale buildings – design and impact

Buildings should have adequate, attractive, inclusive, safe pedestrian and public transport access.

4C.17 – Increasing access alongside the Blue Ribbon Network

Seeks improvement of access alongside the Blue Ribbon Network. Creation of new walking and cycling routes should be sought.

4C.20 – Design – starting from the water

Waterside development should ensure an inclusive and accessible environment and integrate with walking and cycling routes.

Newham UDP

EQ1 – Waterway improvements

Seeks improved public access to waterways and encourages leisure use where this does not conflict with nature conservation interests.

EQ25 – Access

Development should provide access that satisfactorily caters for the needs of disabled people.

Sustainability

The proposal is therefore considered to generally accord with the following development plan policies:

London Plan:

2A.1 – Sustainability criteria

Development should inter alia optimise use of previously developed land, accessibility by public transport, walking and cycling, accessibility to facilities and infrastructure, and take account of physical constraints including flood risk.

4A.7 – Energy efficiency and renewable energy

Reduce carbon dioxide emissions, improve energy efficiency, increase proportion of energy generated from renewable sources by integrating land use and transport, including and encouraging energy efficient and renewable technology and design.

Olympic Delivery Authority

TOWN AND COUNTRY PLANNING ACT 1990

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- * If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to Newham Council) or complete an application online.
The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).
To make an appeal online, please use www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

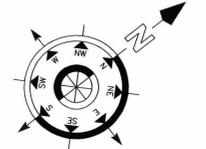
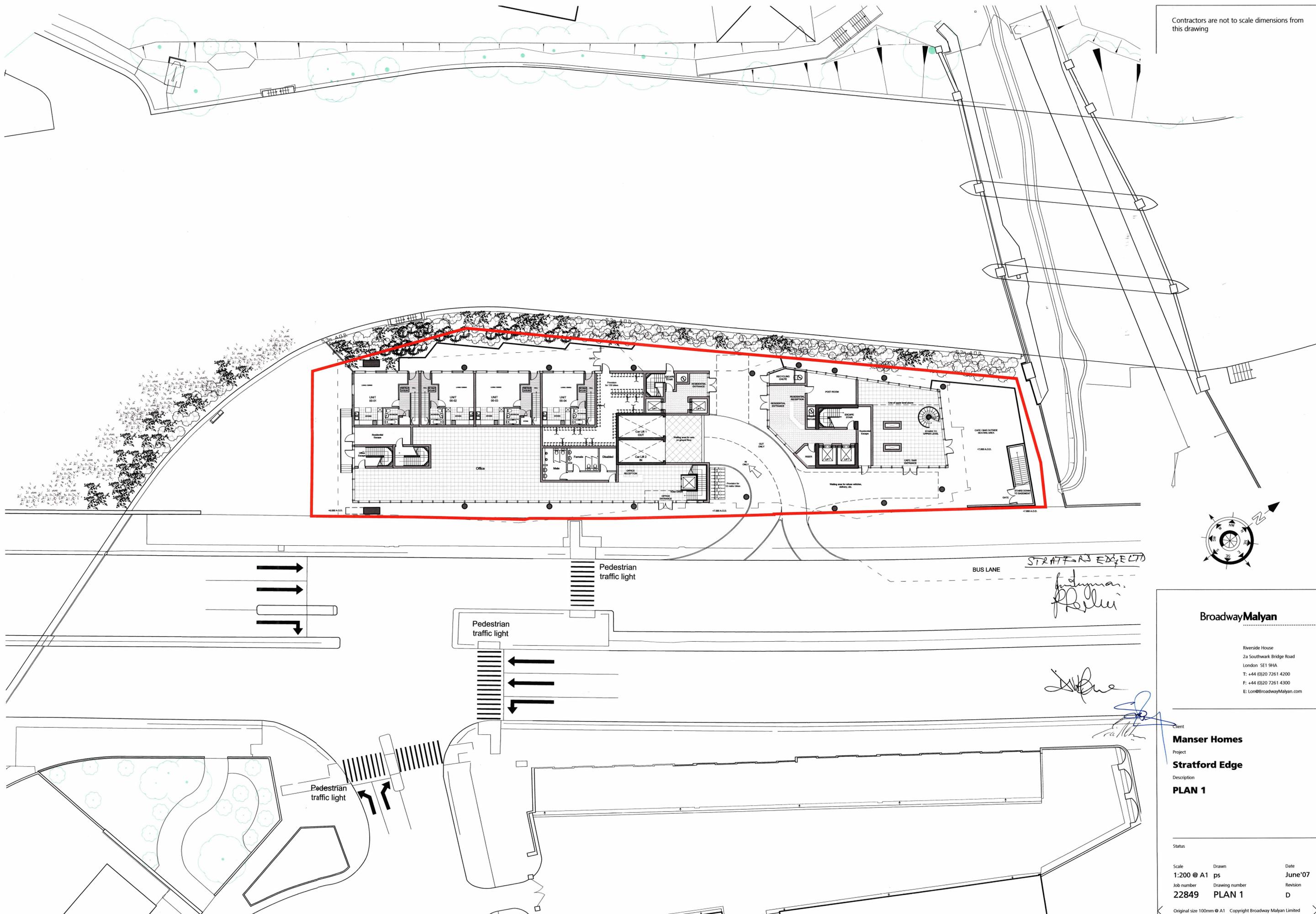
Purchase Notice

- * If either the Local Planning Authority or the Office of the Deputy Prime Minister refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- * In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

ANNEX 1

SITE PLAN

Contractors are not to scale dimensions from this drawing



STRATFORD EDGE LTD
Signature

Signature

BroadwayMalyan

Riverside House
 2a Southwark Bridge Road
 London SE1 9HA
 T: +44 (0)20 7261 4200
 F: +44 (0)20 7261 4300
 E: Lon@BroadwayMalyan.com

Client
Manser Homes
 Project
Stratford Edge
 Description
PLAN 1

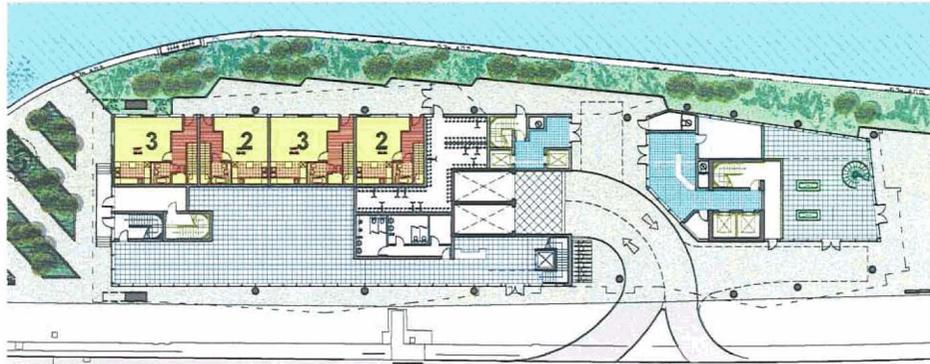
Status

Scale	Drawn	Date
1:200 @ A1	ps	June'07
Job number	Drawing number	Revision
22849	PLAN 1	D

Original size 100mm @ A1 Copyright Broadway Malyan Limited

ANNEX 2

PLAN 2



Ground Floor plan

Social Rented:

1 Bed	6 units
2 Bed	8 units
3 Bed	0 units

Shared Ownership:

1 Bed	20 units
2 Bed	8 units

Private:

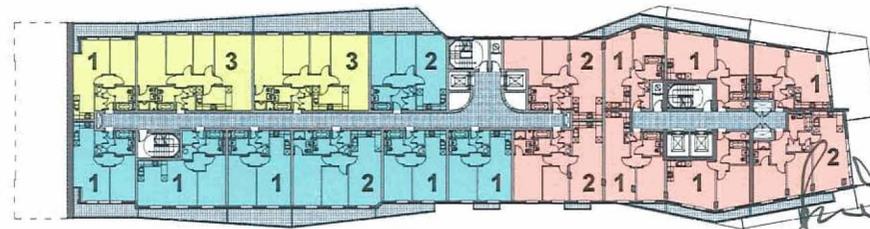
1 Bed	77 units
2 Bed	69 units
3 Bed	14 units

Proposed Mix of Tenure: Affordable / Private

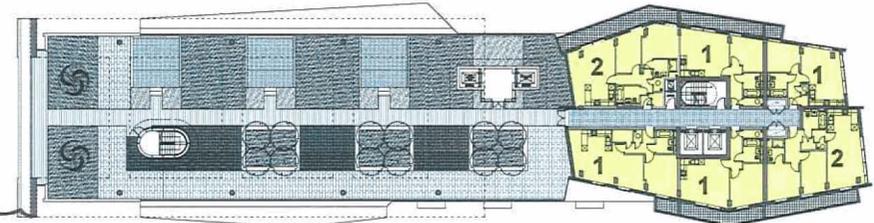
There are a total of 202 units within the development of which 42 units will be allocated as affordable housing. This together with an off site commuted payment for the provision for an additional 29 units will bring the total to 71 affordable units.

10% of all units will be Wheelchair accessible as indicated in the following section.

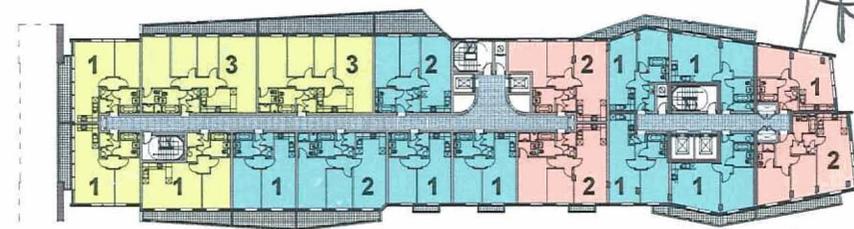
	SOCIAL RENTED APARTMENTS
	SHARED OWNERSHIP APARTMENTS
	PRIVATE APARTMENTS



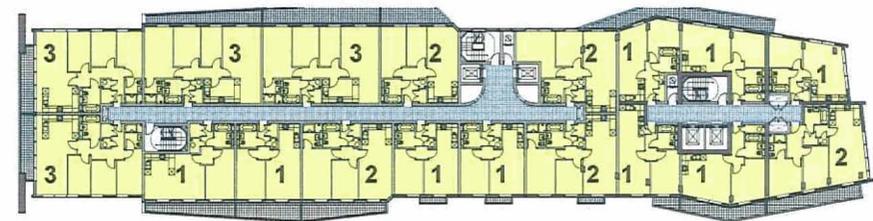
2nd Floor plan



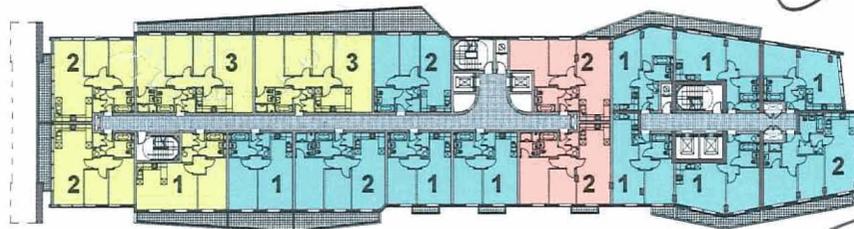
7th to 27th Floor plans



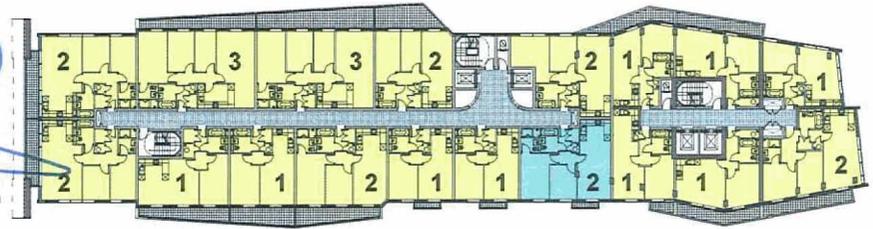
3rd Floor plan



6th Floor plan



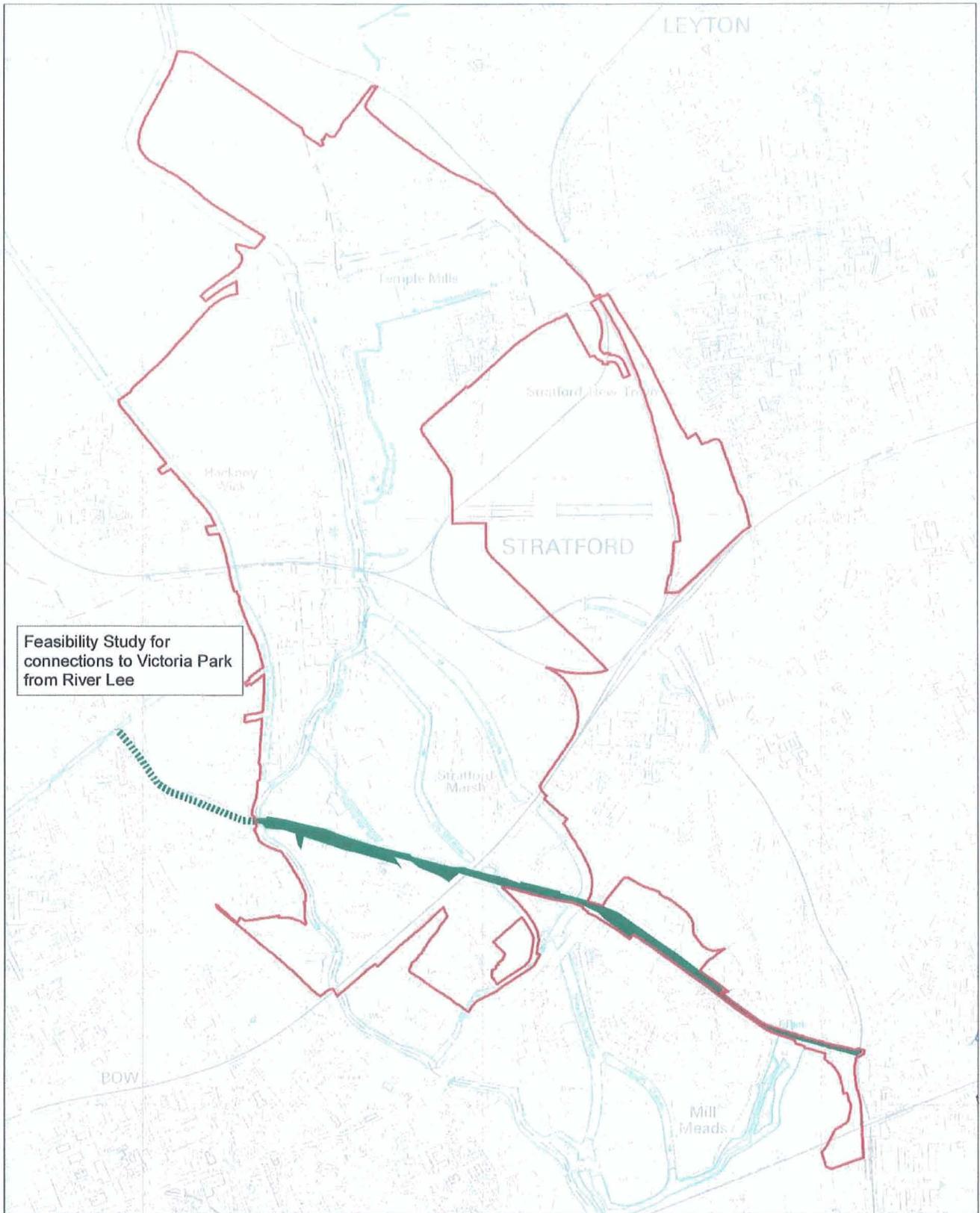
4th Floor plan



5th Floor plan

ANNEX 3

GREENWAY PLAN



Feasibility Study for connections to Victoria Park from River Lee

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DO NOT SCALE THIS DRAWING
NO.78

Legend

- Olympic Park Boundary
- Greenway

Scale 0 50 100 200 Metres

DAE Source
CPRE HIGHWAY MODEL (V. 01. 2005)

Client	Olympic Delivery Authority <small>Stephan Lushcroft, Head, Delivery Unit 01/04/08</small>	
Organization	Arup	
Project Title	London 2012 Olympic Park Infrastructure	

Drawing Title	Greenway Pedestrian and Cycle Route		
Drawn	DM	Scale (A3)	1:10,000
Checked	CC	Date	July 2007
Approved	CR	Status	FOR INFORMATION
Obj. No.	Appendix 4		00

Handwritten signatures:
 [Signature 1]
 [Signature 2]
 [Signature 3]

ANNEX 4
BASEMENT PLAN

THE COMMON SEAL of THE OLYMPIC)
DELIVERY AUTHORITY was hereunto)
affixed in the presence of:)



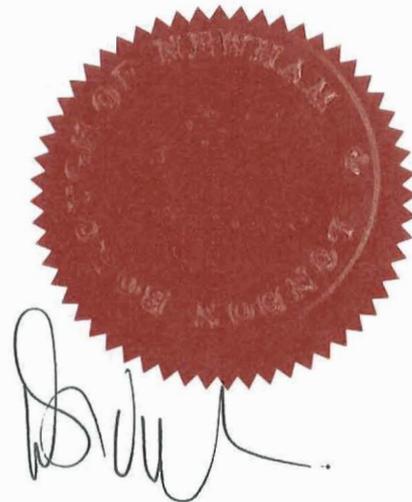
Full Name DENNIS HONE

Signature 

Authorised signatory

Authorised signatory

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




Authorised signatory

EXECUTED as a DEED by STRATFORD)

EDGE LIMITED)

acting by:)

Full Name JEFFREY THOMAS WHYMAN

Signature 

Director

Full Name LESLIE SERLUI

Signature 

Director/Company Secretary

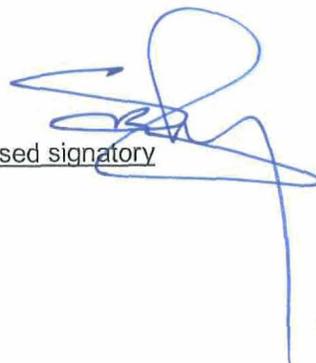
EXECUTED as a DEED by)

KBC BANK NV)

acting by:)



Authorised signatory



Authorised signatory