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Unilateral Undertaking

Stratford City Developments Limited

to

The Olympic Delivery Authority

made pursuant to Section 106 of the Town
and Country Planning Act 1990 relating to the
development of Plot M1, Zone 1, Stratford
City

13th November 2009

THIS UNILATERAL UNDERTAKING BY DEED is given on the 13th day of November 2009

BY:

STRATFORD CITY DEVELOPMENTS LIMITED (No. 04261851) whose registered office is at 6th Floor MidCity Place 71 High Holborn London WC1V 6EA (the "**Developer**")

to

THE OLYMPIC DELIVERY AUTHORITY of 23rd Floor 1 Churchill Place Canary Wharf London E14 5LN (the "**ODA**")

WHEREAS

- (A) The ODA is the local planning authority for the purposes of Part III of the Planning Act for the area within which the Site is situated and is the authority that can enforce the terms of this Deed for the purposes of the Planning Act
- (B) The Developer is the freehold owner of the Site
- (C) By virtue of a Service Level Agreement dated 29 January 2007 and made between (1) the ODA and (2) the Council the ODA and the Council agreed to make arrangements for certain planning applications that are submitted to the ODA for determination to be delegated to the Council for determination on behalf of the ODA.
- (D) On 19 June 2009 the ODA approved the Existing Retail RMA
- (E) On 23 June 2009 the Developer submitted to the ODA for approval an application for the Hotel RMA. On 8 September 2009 the ODA planning committee resolved to advise the Council that the ODA planning committee has no objections to the approval of the Hotel RMA subject to:-
 - (E.1) the approval of the Revised Retail RMA;
 - (E.2) conditions; and
 - (E.3) the completion of this Deed making provision for the planning obligations covenants and undertakings herein contained.
- (F) The Council is to take the Hotel RMA to its Development Control Committee on 7 October 2009 and in preparation for that Committee the Developer has agreed to enter into this Deed.
- (G) It is the intention of the ODA to approve the Hotel RMA and the Revised Retail RMA on the same day.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Unless the contrary intention appears the following definitions apply:

"Deed" means this Unilateral Deed of Undertaking

"Existing Retail RMA" means the existing reserved matters approval for a retail development podium on the Site approved by the ODA on 19 June 2009 under reference number 08/90254/REMODA

"External Treatment Works"	means external treatments and/or works to all elevations to the retail development podium approved under the Existing Retail RMA including but not limited to cladding, rain screens, plant screens, glazing, shopfronts and lighting
"Hotel RMA"	means the reserved matters approval for a hotel development to be constructed on the retail development podium approved under the Existing Retail RMA, such reserved matters approval to be granted under application reference number 09/90165/REMODA and which application was validated by the ODA on 23 June 2009
"Implementation"	means the carrying out of a material operation (as defined in section 56(4) of the Planning Act) and "Implement" and "Implemented" shall be construed accordingly
"Planning Act"	means the Town and Country Planning Act 1990 (as amended)
"Council"	means the Mayor and Burgesses of the London Borough of Newham of Newham Dockside 1000 Dockside Road London E16 2QU
"Plan"	means the plan attached to this Deed
"Revised Retail RMA"	means a reserved matters approval for a retail development podium on the Site which is compatible with the Hotel RMA including in respect of the external treatment of the building which for the avoidance of doubt shall include any reserved matters approval granted pursuant to application reference number 09/90256/REMODA
"Site"	means the land shown edged red on the Plan attached hereto

- 1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instruments amending, consolidating or replacing them respectively from time to time and for the time being in force
- 1.5 References in this Deed to clauses and Schedules are to clauses and Schedules of this Deed
- 1.6 References to "Developer" shall include its successors in title to its interest in the Site and persons deriving title to its interest in the Site and persons deriving title therefrom and

LEGEND

PLANNING

- PLANNING REF D1: 07/90207/REMODA
- PLANNING REF D3: 07/90243/REMODA
- PLANNING REF TCL: 07/90199/REMODA

BOUNDARIES

- ZONE 1 SITE BOUNDARY
- ZONE 2
- BOUNDARY

LEVELS

- +14.5
- +50.00M

OTHER

- STATION SQUARE
- M1
- UNDEVELOPED
- EXISTING
- PROPOSED
- REPLACEMENT

STRATFORD CITY DEVELOPMENT

STRATFORD CITY

ZONE 1 RESERVED MATTERS DEVELOPMENT BLOCK 3 LOCATION PLAN



SC-LDA-M114-OR-A-0001

DATE: 11/07/2014

SCALE: 1:500

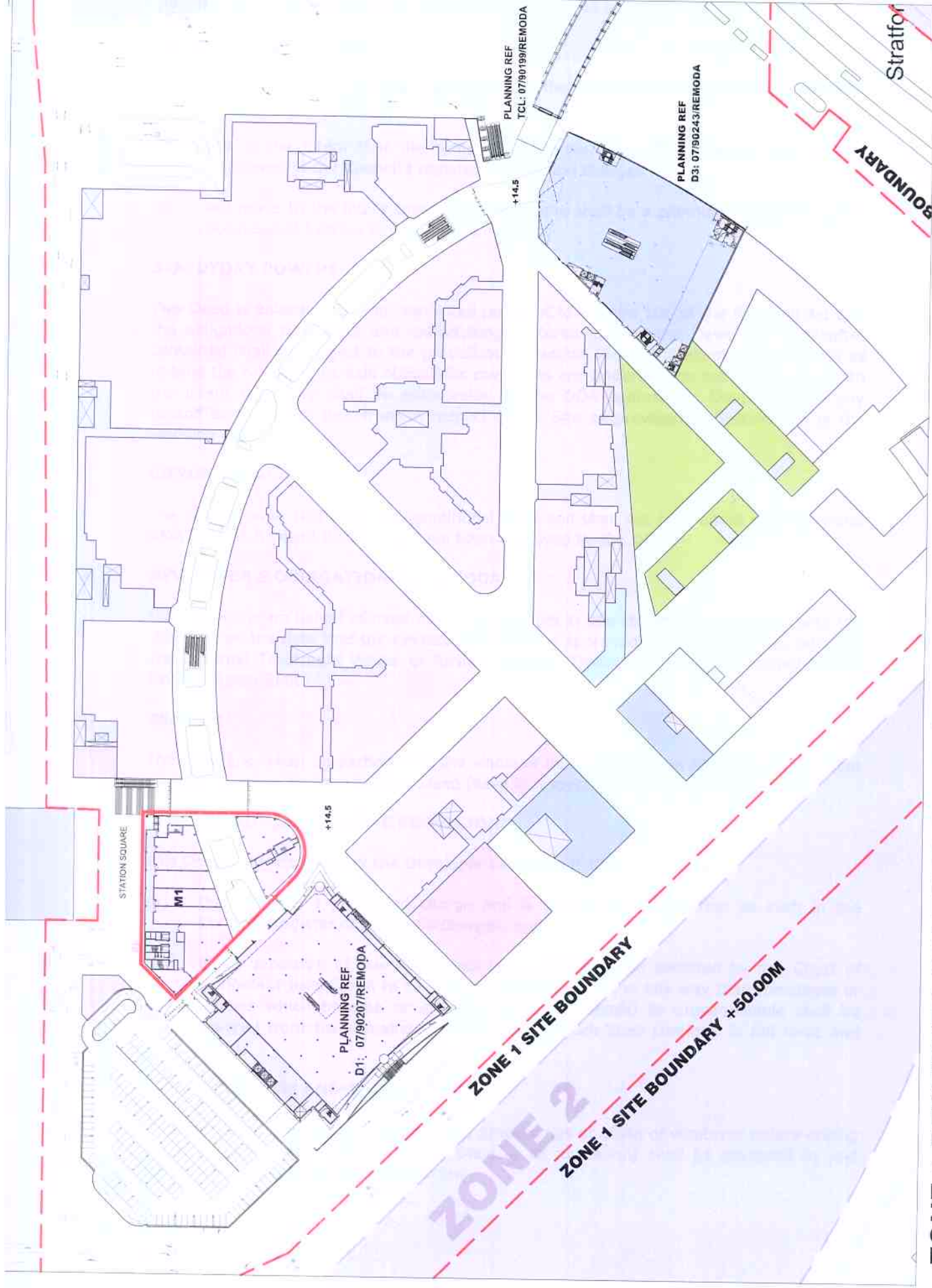
PROJECT: STRATFORD CITY DEVELOPMENT

CLIENT: STRATFORD CITY

PREPARED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]



ZONE 1 RESERVED MATTERS DEVELOPMENT BLOCK 3 / LOCATION PLAN

permitted assigns and references to "ODA" shall include its statutory successors to the planning functions presently exercised by it as described in Recital (A)

1.7 Covenants made hereunder:

- (a) are to the intent that the same shall bind the Site and whomsoever shall become a successor or successors in title to the Site
- (b) are to the intent that the same shall operate as a charge on the Site and be registered in the Council's register of local land charges
- (c) are made to the intent that each of the same shall be a planning obligation for the purposes of Section 106 of the Planning Act

2. **STATUTORY POWERS**

This Deed is entered into and completed pursuant to Section 106 of the Planning Act and the obligations covenants and undertakings entered into by the Developer hereinafter contained shall be subject to the provisions of Section 106 of the Planning Act and so as to bind the Site and the said obligations covenants and undertakings are entered into with the intent that they shall be enforceable by the ODA against the Developer and any person deriving title therefrom in respect of the Site as provided in Section 106 of the Planning Act

3. **CONDITIONALITY**

The provisions in this Deed are conditional upon and shall not take effect until the Hotel RMA and the Revised Retail RMA have been approved by the ODA

4. **DEVELOPER'S OBLIGATION TO THE ODA**

The Developer on behalf of itself and its successors in title to the Site covenants with the ODA that on the date that the Revised Retail RMA is approved by the ODA not to carry out any External Treatment Works or further External Treatment Works authorised by the Existing Retail RMA

5. **RELEASE**

The Developer shall on parting with the whole of its interest in the Site be released from all liability under the terms of this Deed (save in respect of any antecedent breach)

6. **GENERAL ADMINISTRATIVE PROVISIONS**

6.1 This Deed is entered into by the Developer on the basis that:

- (a) this Deed is a local land charge and is capable of registration as such in the Council's register of local land charges; and
- (b) if any provision of this Deed shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way then the clause or clauses which become or are declared to be invalid or unenforceable shall be severed from the remainder of this Deed (which shall continue in full force and effect)

7. **GOVERNING LAW AND JURISDICTION**

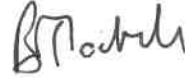
7.1 This Deed (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Deed or its formation) shall be governed by and construed in accordance with English law

7.2 Each party to this Deed irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this Deed or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England

EXECUTED AS A DEED AND DELIVERED by the Developer on the date written above

EXECUTED as a Deed by **STRATFORD CITY**)
DEVELOPMENTS LIMITED acting by:)

Director



Director/Secretary

