

Easements / wayleaves

Box 3a
(4V)

DATED

20th

April 2006

- (1) THE SECRETARY OF STATE FOR TRANSPORT
 - (2) THE URBAN REGENERATION AGENCY (KNOWN AS ENGLISH PARTNERSHIPS)
 - (3) LONDON & CONTINENTAL RAILWAYS LIMITED
 - (4) NETWORK RAIL INFRASTRUCTURE LIMITED
 - (5) DOCKLANDS LIGHT RAILWAY LIMITED
 - (6) STRATFORD CITY DEVELOPMENTS LIMITED
 - (7) STANHOPE PLC
- and
- (8) DUELGUIDE HOLDINGS LIMITED

OVERARCHING LAND AGREEMENT
relating to

THE PROPOSED DOCKLANDS LIGHT RAILWAY STRATFORD
INTERNATIONAL EXTENSION:

STRATFORD REGIONAL STATION TO
STRATFORD INTERNATIONAL STATION

Bircham Dyson Bell

50 Broadway
London
SW1H 0BL

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www.bdb-law.co.uk

This Agreement is made on the 20th day of April 2006

BETWEEN:

- (1) **THE SECRETARY OF STATE FOR TRANSPORT** ("the Secretary of State");
- (2) **THE URBAN REGENERATION AGENCY** (known as English Partnerships) ("English Partnerships") of 110 Buckingham Palace Road London SW1A 9SA;
- (3) **LONDON & CONTINENTAL RAILWAYS LIMITED** ("LCR") (company registration no. 02766054), whose registered office is situated at 3rd Floor, 183 Eversholt Street, London, NW1 1AY;
- (4) **NETWORK RAIL INFRASTRUCTURE LIMITED** ("Network Rail") (company registration no. 2904587), whose registered office is situated at 40 Melton Street, London, NW1 2EE;
- (5) **DOCKLANDS LIGHT RAILWAY LIMITED** ("DLRL") (company registration no. 2052677), whose registered office is situated at P.O. Box 154, Castor Lane, Poplar, London, E14 0DX;
- (6) **STRATFORD CITY DEVELOPMENTS LIMITED** ("SCDL") (company registration no. 04261851), whose registered office is situated at 57 Grosvenor Street, London, W1K 3JA;
- (7) **STANHOPE PLC** ("Stanhope") (company registration no. 03017841), whose registered office is situated at Norfolk House, 31 St James's Square, London, SW1Y 4JJ; and
- (8) **DUELGUIDE HOLDINGS LIMITED** ("Duelguide") (company registration no. 02636872), whose registered office is situated at 6th Floor, Midcity Place, 71 High Holborn, London, WC1V 6EA.

WHEREAS:

- A. A number of development projects are currently planned in the area ("**the Stratford Rail Lands**") to the north and east of the existing station on the North London Line at Stratford (referred to as "**Stratford Regional Station**") and shown edged red on the

plan numbered 014-DCG-1D000-00947-AD appended to this Agreement in Appendix 1 (“**the Land Ownership Plan**”).

- B. DLRL intends to acquire land and construct various works for the purposes of and in connection with the construction of an extension to the Docklands Light Railway between Royal Victoria station and the new Stratford International station in the London Borough of Newham (“**the DLR Extension**”).
- C. DLRL wishes to acquire from Network Rail a section of the North London Line railway, including the section between Channelsea South junction and Stratford Regional Station, for the purposes of the DLR Extension. Consequently, DLRL is proposing to provide to Network Rail replacement rail facilities at Stratford Regional Station (“**the Replacement Rail Facilities**”), in order to terminate the North London Line there in a way compatible with the DLR Extension and the operation of Network Rail’s railway undertaking.
- D. Pursuant to an agreement dated 28 February 1996 between the Secretary of State and LCR (as subsequently amended and supplemented) (“**the CTRL Development Agreement**”):
- (i) LCR has procured the construction of Stratford International station and a section of the Channel Tunnel Rail Link on the land coloured green on the Land Ownership Plan (“**the CTRL Land**”) and has the right to the grant to itself or to a subsidiary of a lease of the CTRL Land; and
 - (ii) LCR is entitled (subject to certain conditions) to acquire the freehold interest in the Stratford Rail Lands (other than the CTRL Land).
- E. LCR and the Secretary of State have entered into a development agreement dated 18th October 2002 with SCDL, Duelguide and Stanhope (“**the Regeneration Agreement**”) under which LCR and SCDL are promoting a major regeneration project in and around the Stratford Rail Lands (other than the CTRL Land) known as Stratford City (“**Stratford City**”), for which outline planning permission has been granted. Pursuant to the Regeneration Agreement, SCDL is entitled (subject to certain conditions) to acquire freehold (or leasehold) interests in the Stratford Rail Lands.

- F. Network Rail has an interest in part of the Stratford Rail Lands under a lease dated 23 July 1999 made between the Secretary of State for the Environment, Transport and the Regions (1) and Railtrack PLC (2) (“**the Lease**”) and in the course of recent reconstruction works to part of the premises comprised in the Lease has undertaken works on adjoining land now in the freehold ownership of English Partnerships (“**the New Alignment Lands**”).
- G. Areas of the Stratford Rail Lands are included within the proposed site of the Olympic Park for the London Olympics. The London Development Agency (Lower Lea Valley, Olympic and Legacy) Compulsory Purchase Order 2005 (“**the CPO**”) provides for the compulsory purchase of all of the Stratford Rail Lands (except insofar as parts are owned by the Crown) by the London Development Agency (“**the LDA**”) to secure the availability of land for the Olympic Park. Works proposed to be constructed on the Stratford Rail Lands in connection with the London Olympics include the undergrounding of cabling, the Olympic Village and the press and media centre.
- H. On 2 February 2006, pursuant to an agreement (“**the Stratford City and 2012 Olympics Agreement**”) dated 15 November 2005 between (1) the Secretary of State; (2) LCR; (3) SCDL; (4) Duelguide; (5) Stanhope; (6) English Partnerships and (7) the LDA, the Secretary of State transferred his freehold interest in the Stratford Rail Lands (other than the CTRL Land) to English Partnerships (subject to the terms of the CTRL Development Agreement and the Regeneration Agreement).
- I. The parties to this Agreement who were party to the Stratford City and 2012 Olympics Agreement and those who were party to the Agreement of 2 February 2006 respectively acknowledge as between themselves that English Partnerships enters into this Agreement pursuant to its obligations under those agreements.
- J. The Parties to this Agreement have entered into this Agreement for the purpose of regulating the principles for the construction of the DLR Extension and the Replacement Rail Facilities whilst not prejudicing the delivery of the London Olympics and Stratford City and for the transfer or grant of the land interests required for the DLR Extension and the Replacement Rail Facilities. The parties to this Agreement acknowledge that the delivery of the London Olympics (including by

means of the CPO) is not a matter for this Agreement but for the agreement contemplated by clause 4.1.1 and that accordingly, the parties' positions in relation to the delivery of the London Olympics are not prejudiced by this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1 Definitions

1.1 In this Agreement, unless the context otherwise requires, the expressions defined in the recitals have the meaning given there and the following expressions have the following meanings:-

"the Agreement of 2 February 2006" means an agreement dated 2 February 2006 between (1) the Secretary of State; (2) LCR; (3) SCDL; (4) Daelguide; (5) Stanhope and (6) English Partnerships;

"Airspace Rights" means all rights of ownership, enjoyment and exclusive possession of the airspace vertically above the DLR Extension or the Replacement Rail Facilities, as appropriate, above the minimum level (in each location) as is permitted by Railway Group Standards or the equivalent standards relating to the Docklands Light Railway but subject to rights of protection for the quiet enjoyment of the land directly beneath for use as a railway;

"the Compensation Code" means the code of statute and case law determining the compensation (including costs, fees and interest as prescribed by the Acquisition of Land (Rate of Interest after Entry) Regulations 1995 or any other regulations replacing those regulations, stamp duty land tax and VAT) to be paid to landowners and occupiers whose land or rights in land are authorised, by or under statute, to be compulsorily acquired, or whose land may be temporarily occupied, as modified by the Order;

"the Indicative Drawings" means the drawings called Plan 1, Plan 2, Plan 3 and Plan 4 showing the alignment of the DLR Extension, the Replacement Rail Facilities and the New Alignment Lands within the Stratford Rail Lands, which are appended to this Agreement in Appendix 2;

“**Lift & Shift Provisions**” means provisions comparable (with the necessary changes) to those in the Lease entitling the landlord to relocate from time to time the route of Shared Rights over other premises belonging to the landlord;

“**the London Olympics**” means the 2012 London Olympic Games and Paralympic Games;

“**the Order**” means the draft Docklands Light Railway (Stratford International Extension) Order submitted to the Secretary of State by DLRL on 31 August 2005;

“**Parties**” means all the parties to this Agreement other than Stanhope and Duelguide;

“**Railway Group Standards**” means technical standards to which railway assets or equipment must conform and operating procedures with which the operators of railway assets must comply, as published from time to time by Railway Safety Limited (or its successor or any organisation or entity which takes over its functions and/or responsibilities);

“**the Release Date**” has the meaning given to it in clause 5.1;

“**Relevant Agreement**” means an access agreement (as defined by the Railways Act 1993 as amended by the Railways Act 2005) or a station or maintenance depot lease;

“**the Replacement Rail Facilities**” means the facilities to be provided by DLRL to be constructed to Railway Group Standards to replace the loss of the existing facilities belonging to Network Rail at Stratford Regional Station, which are shown on the Replacement Rail Facilities Drawings;

“**the Replacement Rail Facilities Drawings**” means the drawings numbered 5030675-DLR-47-0929A, 0930A, 0931A, 0932A and 0933A appended to this Agreement in Appendix 3;

“**the Section 106 Agreement**” means an agreement dated 17 February 2005 made between (1) the Mayor and Burgesses of the London Borough of Newham; (2) the Secretary of State; (3) LCR; (4) SCDL and (5) Transport for London; and

“**Shared Rights**” means the following rights (in common with others similarly entitled):

- (a) rights of way on foot over the land shown coloured grey on the Indicative Drawings;
- (b) rights of way on foot and with vehicles over the land shown coloured grey on the Indicative Drawings;
- (c) rights of passage of services through service conduits laid or to be laid in, under, over or upon land; and
- (d) rights of entry for the purpose of cleansing, lighting, maintaining, repairing or renewing such rights of way, service conduits and/or services passing through them;

in each case subject to Lift & Shift Provisions and to provisions comparable to those in the Lease as to (i) the payment by the person(s) entitled to the Shared Rights of a fair proportion of the costs of maintenance, cleaning and repair of the land and apparatus over which those rights are granted and (ii) access to carry out works.

- 1.2 The singular shall include the plural and the plural the singular, except where the context otherwise requires, and references to clauses and Schedules are to clauses and Schedules of this Agreement, unless the context otherwise requires.
- 1.3 Words denoting natural persons shall also include firms and bodies corporate.
- 1.4 Words importing any particular gender include all genders.
- 1.5 The headings in this Agreement are for convenience only and shall not be taken into consideration in the interpretation or construction of this Agreement.
- 1.6 A reference to any statute or statutory provision shall be construed as a reference to it as it may have been or may in the future be amended, modified or re-enacted and to any statutory instrument, order, byelaw or other provision that may have been, or may in the future be made under it.

2 Network Rail's Obligations

- 2.1 This Agreement is subject to Network Rail's compliance with the provisions of any existing Relevant Agreement **PROVIDED THAT** Network Rail shall not in respect of the Stratford Rail Lands enter into any agreement (other than a replacement for or renewal of a Relevant Agreement) which derogates from Network Rail's ability to comply with the provisions of this Agreement or (without the prior consent of DLRL (not to be unreasonably withheld)) enter into any agreement consequential on this Agreement.
- 2.2 This Agreement is subject to Network Rail's compliance with any relevant statutory requirements (including the requirement of any licence under the Railways Act 1993).
- 2.3 In the event of Network Rail's compliance with its obligations under any Relevant Agreement, or with any relevant statutory requirements, precluding or threatening to preclude the achievement of the Parties' intentions under this Agreement, the Parties shall liaise concerning such conflict and Network Rail shall at the cost of DLRL take such steps as appear reasonably practicable in order to resolve such conflict.

3 Development of the DLR Extension

- 3.1 The Parties to this Agreement confirm that they have no objection in principle to the proposed extension of the Docklands Light Railway between Stratford Regional Station and Stratford International station, the layout and other details of the Replacement Rail Facilities, the consequential works required to the High Meads Loop railway line on the Stratford Rail Lands, and the implications of these works on land occupation, all as shown on the Indicative Drawings.
- 3.2 Subject to the Order being made, the Parties entering into all of the agreements contemplated by clause 4 and completion of all relevant closure procedures in relation to the section of the North London Line south of Channelsea South Junction:
- 3.2.1 the Secretary of State and English Partnerships will make available to DLRL, out of their respective freehold interests, the minimum amount of land as is permitted by Railway Group Standards or the equivalent standards relating to the Docklands Light Railway (as relevant) within the

Stratford Rail Lands necessary for the construction of DLRL's proposed station alongside Stratford International station, the DLR Extension and the Replacement Rail Facilities;

3.2.2 Network Rail, pending completion of the surrender of the Lease contemplated in clause 4.1.2 and the Secretary of State and English Partnerships thereafter, will make available to DLRL, out of their respective freehold interests, such minimum amount of land as is permitted by Railway Group Standards comprised in the Lease as is required for the construction of the DLR Extension and the Replacement Rail Facilities; and

3.2.3 on the making available for railway use of the Replacement Rail Facilities, Network Rail will make available to DLRL the corridor north of Stratford Regional Station (lower level) to enable DLRL to complete the DLR Extension construction works between Stratford Regional Station (lower level) and DLRL's proposed station alongside Stratford International station.

4 Further Agreements

4.1 The Parties agree that they will use all reasonable endeavours, in order to give effect to clause 3, to agree and enter into the following agreements:-

4.1.1 a land and works agreement between the Secretary of State, English Partnerships, LCR, SCDL, DLRL, Duelguide, Stanhope and such other parties as are agreed necessary, regulating the manner of construction of the DLR Extension and the Replacement Rail Facilities in the context of the London Olympics and Stratford City on the Stratford Rail Lands, providing that the Secretary of State and/or English Partnerships and/or, to the extent that they hold at the relevant time the freehold interest in any land within the Stratford Rail Lands, any other party to this Agreement will, following the surrender of the Lease contemplated in clause 4.1.2, grant to DLRL out of their respective freehold interests, an appropriate leasehold interest based, to the extent relevant, on the Lease (and, for the

avoidance of doubt, not including Airspace Rights), in the land forming DLRL's proposed network between Stratford Regional Station (lower level) and Stratford International station, and in DLRL's proposed station alongside Stratford International station, that network and station being shown in part coloured light blue and in part coloured orange on the Indicative Drawings together with Shared Rights for the benefit of the same; and

4.1.2 an agreement between the Secretary of State, English Partnerships and Network Rail, providing that on the making available for railway use of the Replacement Rail Facilities to Network Rail's reasonable satisfaction, Network Rail will surrender the Lease so far as it extends to: (i) the land shown coloured orange on the Indicative Drawings; (ii) other land being no longer required for Network Rail's purposes consequent on construction of the Replacement Rail Facilities or the DLR Extension (provisionally shown coloured pink on the Indicative Drawings); and (iii) interests in land shown coloured grey on the Indicative Drawings necessary to give effect to the Shared Rights to be granted by the Secretary of State and English Partnerships, out of their respective freehold interests, as provided by this Agreement, and that simultaneously the Secretary of State and/or English Partnerships and/or, to the extent that they hold at the relevant time the freehold interest in any land within the Stratford Rail Lands, any other party to this Agreement as appropriate will:

4.1.2.1 grant to Network Rail out of their respective freehold interests a leasehold interest, on the same terms (with the necessary changes) as the Lease (and, for the avoidance of doubt, not including Airspace Rights) in the land on which the part of the Replacement Rail Facilities comprising the high level approaches to Stratford Regional Station have been constructed (being the land shown coloured petrol blue on the Indicative Drawings) and the New Alignment Lands (being

the land shown coloured red on the Indicative Drawings) together with Shared Rights for the benefit of the same;

4.1.2.2 (insofar that the same are not already enjoyed by Network Rail pursuant to the Lease), grant to Network Rail Shared Rights for the benefit of the land comprised in the Lease following the surrender referred to above; and

4.1.2.3 execute a transfer to Network Rail of the freehold interest, but not including Airspace Rights, in the land on which the part of the Replacement Rail Facilities comprising the terminating platforms at Stratford Regional Station have been constructed (being the land shown coloured mauve on the Indicative Drawings) together with Shared Rights for the benefit of the same and rights of entry (subject to provisions comparable to those applicable in respect of Shared Rights) upon the land retained as may be necessary for the purpose of inspecting, cleansing, repairing, maintaining or renewing the Replacement Rail Facilities.

4.2 The Parties agree that the Replacement Rail Facilities Drawings and the Indicative Drawings indicate the extent of the land required for the Replacement Rail Facilities and the part of the DLR Extension north of Stratford Regional Station as contemplated at the date of this Agreement but that, respectively, they may be altered to take reasonable and proper account of the extent to which the Replacement Rail Facilities and/or that part of the DLR Extension as built, diverge from those shown on the Replacement Rail Facilities Drawings and the Indicative Drawings and any land to be transferred, leased or surrendered consequent upon this Agreement shall be identified by reference to any such altered drawings.

4.3 Any such alteration to the Indicative Drawings or the Replacement Rail Facilities Drawings pursuant to clause 4.2 must be done in accordance with the principle that:

4.3.1 the overall amount of land required for the DLR Extension north of Stratford Regional Station and the Replacement Rail Facilities as indicated on the Indicative Drawings and the Replacement Rail Facilities

Drawings is to be the minimum required (as permitted by Railway Group Standards or the equivalent standards relating to the Docklands Light Railway (as relevant)) to accommodate the DLR Extension and the Replacement Rail Facilities and their future maintenance; and

- 4.3.2 any alteration may only be done to accommodate variations to engineering details and not any major redesign of the Replacement Rail Facilities or the DLR Extension north of Stratford Regional Station.
- 4.4 Any dispute as to the justification for any alteration to the Indicative Drawings or the Replacement Rail Facilities Drawings, or the extent of such an alteration pursuant to clause 4.2, shall be determined in the manner provided by clause 13 and in accordance with the principle set out in clause 4.3.

5 Disposal and creation of land interests

- 5.1 For the purposes of clauses 4 and 5, the Release Date is the earlier of the date or dates on which:

- 5.1.1 this Agreement terminates; and

- 5.1.2 the last of the further agreements anticipated at clauses 4.1.1 and 4.1.2 is entered into.

- 5.2 Until the Release Date, no party to this Agreement which has an interest in any land within the Stratford Rail Lands shall:

- 5.2.1 voluntarily dispose of its interest in the land (in whole or in part); or

- 5.2.2 grant an interest out of, or rights over, its interest in the land,

without either (i) obtaining the consent of DLRL and Network Rail (such consent not to be unreasonably withheld or delayed and not to be withheld where the transfer or grant does not affect any of the land to be transferred or over which any interests are to be granted pursuant to this Agreement) or (ii) making such transfer or grant subject to the terms of this Agreement (insofar as they affect the land the subject of the transfer or grant) and notifying DLRL of such transfer or grant within a reasonable period thereafter.

5.3 Accordingly, English Partnerships, the Secretary of State and, to the extent that they hold or come to hold before the Release Date any land within the Stratford Rail Lands to which clause 5.2 applies, LCR and SCDL, hereby consent to registration of notice of this Agreement against their respective titles to land and interests in land within the Stratford Rail Lands and, as soon as reasonably practicable after the execution of this Agreement, DLRL will apply to the Land Registry for registration of notice of this Agreement against the relevant titles, use all reasonable endeavours to procure that such notice is registered, and promptly produce a copy of that application and evidence of the completed registration to Network Rail.

5.4 English Partnerships and the Secretary of State consent to an application by DLRL to the Land Registry to enter the following restriction against the titles referred to in clause 5.3:

“Except under an order of the Registrar, no disposition (including a lease other than a mortgage term and including a disposition by a chargee or mortgagee in exercise of a power of sale) of title [] or any part thereof is to be registered without the prior written certification by a solicitor acting for [the Urban Regeneration Agency / the Secretary of State] confirming that [the Urban Regeneration Agency / the Secretary of State] has complied with the requirements of clause 5.2 of an agreement entitled “Overarching Land Agreement” dated [] between the Secretary of State; the Urban Regeneration Agency, Network Rail Infrastructure Limited and Docklands Light Railway Limited amongst others.”

5.5 At any time after the Release Date, English Partnerships and the Secretary of State may request in writing, and DLRL and Network Rail shall promptly consent to the removal of any notice or restriction registered pursuant to this clause.

6 Safeguarding

DLRL confirms that on the completion of the further agreements anticipated by clause 4.1, DLRL will agree to a variation of the DLR Safeguarding Zone (as that term is defined in the Section 106 Agreement) to release from the DLR Safeguarding Zone

any part of the Stratford Rail Lands which are not required for the purpose of the DLR Extension as shown on the Indicative Drawings.

7 Invalidity and Waiver

No waiver by any party to this Agreement of any default by any other party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default, whether of a like or different character. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of any right or remedy or the exercise of any other right or remedy.

8 Variation

No variation of this Agreement shall be effective unless it is reduced to writing and is signed by or on behalf of a duly authorised representative of each of the parties.

9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England.

10 Rights of Third Parties

Only the parties to this Agreement and their successors in title may enforce the terms of this Agreement and no third party may enforce any such term by virtue of the Contracts (Rights of Third Parties) Act 1999.

11 Consents

- 11.1 LCR consents to the terms of this Agreement and confirms that its obligations contained in the CTRL Development Agreement are to continue in full force and effect.
- 11.2 SC DL, Stanhope and Duelguide consent to the terms of this Agreement and confirm that their obligations contained in the Regeneration Agreement are to continue in full force and effect.

12 Statutory Compensation

- 12.1 Subject to clause 12.2, nothing in this Agreement is to prejudice or otherwise limit or increase any right that any party to this Agreement has or may have under the Order or the Compensation Code in relation to the DLR Extension.
- 12.2 Network Rail acknowledges that it shall not be entitled as against the Secretary of State, English Partnerships, SC DL or LCR to any consideration or compensation for the surrender of any part of the Lease in relation to the DLR Extension or consequent on the construction of the Replacement Rail Facilities pursuant to its obligations contained in this Agreement (or any agreement entered into pursuant to clause 4).

13 Disputes as to the Indicative Drawings or the Replacement Rail Facilities Drawings

- 13.1 Any dispute or difference arising between the Parties as to any alteration to the Indicative Drawings or the Replacement Rail Facilities Drawings pursuant to clause 4.2 shall be referred to and determined by the Secretary of State who shall make his decision on the basis of the best evidence available on all relevant issues and with a view to balancing the interests of all Parties.
- 13.2 The decision of the Secretary of State shall be final.

14 Secretary of State's Powers

14.1 Nothing contained in this Agreement shall prejudice or affect any of the statutory rights, powers or obligations for the time being of the Secretary of State in any capacity other than as landowner.

14.2 The obligations on the part of the Secretary of State and agreements contained in this Agreement are made by and with the Secretary of State as landowner and not in any other capacity and shall be enforceable and complied with accordingly.

15 Title

15.1 Subject to clause 5, any transfer or lease of or grant of rights over land pursuant to this Agreement (or any agreement contemplated by this Agreement) is subject to all matters (including rights of occupation of third parties existing at the date of this Agreement but excluding financial charges) affecting the title to such land at the date of this Agreement but otherwise with vacant possession and the party benefiting from such transfer, lease or grant will take subject to all such matters and shall indemnify and keep indemnified the transferor, lessor or grantor against all actions, cost, claims, demands, losses and proceedings arising out of any non-performance or non-compliance with such matters from the date of the transfer, lease or grant and shall enter into any deed of covenant as may be required pursuant to such matters.

15.2 To the extent that the land transferred to, leased to or over which rights are granted to Network Rail pursuant to this Agreement (or any agreement contemplated by this Agreement) is subject to any matter (including rights of occupation of third parties existing at the date of this Agreement but excluding financial charges) which prevents the quiet use and enjoyment of that land for the operation by Network Rail of a railway, DLRL will, in so far as it can, use the powers of compulsory purchase it will have under the Order (if made) to acquire and thereby remove such adverse matters or rights to the extent reasonably necessary for the use of the land as a railway.

15.3 The Secretary of State hereby undertakes to give any consent necessary under section 25 of the Transport and Works Act 1992 in order that DLRL can use any powers of compulsory purchase it will have under the Order (if made) for the purposes described in clause 15.2 or for similar purposes in respect of interests in or rights over land

required for the DLR Extension, other than any interest of LCR pursuant to the CTRL Development Agreement; any interest of SCDL pursuant to the Regeneration Agreement; or any interest of Network Rail.

16 Termination

This Agreement will lapse if:

- 16.1 the Secretary of State refuses to make the Order;
- 16.2 the Parties, following liaison under clause 2.3, are unable to resolve the conflict described in clause 2.3; or
- 16.3 a period of 5 years has passed since the day on which the Order, once made, came into force and DLRL has not commenced any of the works authorised by the Order.

17 Notices

Notices under this Agreement may be delivered by hand or sent by first class post or facsimile and shall be addressed:

- 17.1 If to the Secretary of State:

Department for Transport
Head of Railways
Great Minster House
76 Marsham Street
London
SW1P 4DR

- 17.2 If to English Partnerships:

The Secretary
The Urban Regeneration Agency
110 Buckingham Palace Road
London
SW1A 9SA

- 17.3 If to LCR:

Company Secretary
London & Continental Railways Limited
3rd Floor, 183 Eversholt Street
London
NW1 1AY
Copied to: A. Lee Esq. (at the same address)

17.4 If to Network Rail:

Group Company Secretary
Network Rail Infrastructure Limited
40 Melton Street
London
NW1 2EE

17.5 If to DLRL:

The Company Secretary,
Docklands Light Railway Limited
PO Box 154
Castor Lane
Poplar
London
E14 0DX

17.6 If to SCDL:

The Company Secretary
Stratford City Developments Limited
57 Grosvenor Street
London
W1K 3JA

17.7 If to Duelguide:

The Company Secretary
Duelguide Holdings Limited

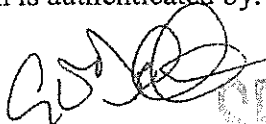
6th Floor
Midcity Place
71 High Holborn
London WC1V 6EA

17.8 If to Stanhope:

The Company Secretary
Stanhope PLC
Norfolk House
31 St James's Square
London
SW1Y 4JJ

IN WITNESS of which, this Agreement is executed as a Deed.

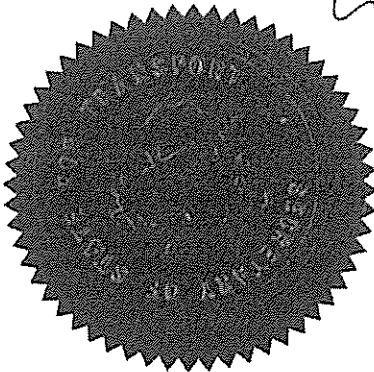
EXECUTED as a Deed by affixing }
THE CORPORATE SEAL of }
THE SECRETARY OF STATE FOR TRANSPORT }
hereunto which is authenticated by: }



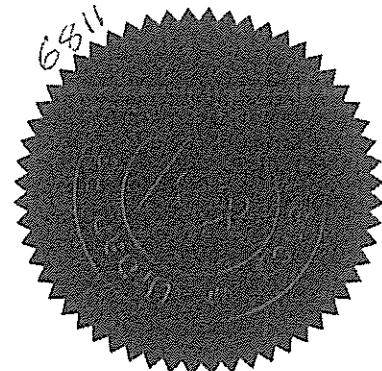
SEAL REF NO.

DFT/2769

SECRETARY



EXECUTED as a Deed by affixing }
THE COMMON SEAL of }
THE URBAN REGENERATION AGENCY }



(known as ENGLISH PARTNERSHIPS)

in the presence of: }

[Handwritten signature]

AUTHORISED SIGNATORY

EXECUTED as a Deed by }

LONDON & CONTINENTAL RAILWAYS LIMITED }

acting by: }

[Handwritten signature]

Director

[Handwritten signature]

Director / Secretary

EXECUTED as a Deed by affixing }

THE COMMON SEAL of }

NETWORK RAIL INFRASTRUCTURE LIMITED }

in the presence of }

~~Director~~

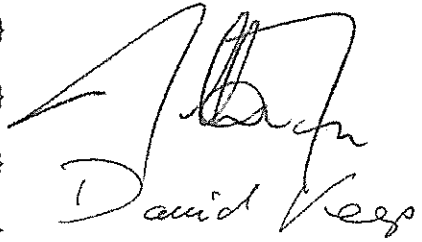
SEAL NO. 21740

[Embossed seal of London & Continental Railways Limited]

Authorised Signatory as approved
by a resolution of the Board of
Network Rail Infrastructure
Limited on 27 September 2003

~~Company Secretary~~

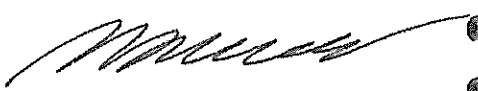

EXECUTED as a Deed by affixing
THE COMMON SEAL of
DOCKLANDS LIGHT RAILWAY LIMITED
in the presence of:

}
}
} 
} David Vesp

AUTHORISED SIGNATORY

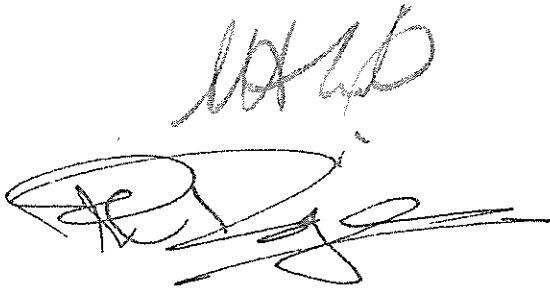
EXECUTED as a Deed by
STRATFORD CITY DEVELOPMENTS LIMITED
acting by:

}
}
}

Director 

Director / ~~Secretary~~

EXECUTED as a Deed by
STANHOPE PLC
acting by:

}
}
}

Handwritten signature in cursive above a circular stamp containing a signature.

Director

Director / ~~Secretary~~

EXECUTED as a Deed by

DUELGUIDE HOLDINGS LIMITED

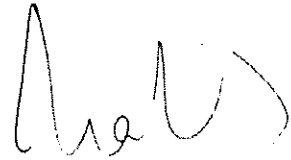
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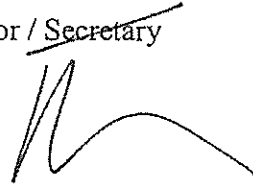
}

}

Director

Handwritten signature in cursive.

Director / ~~Secretary~~













Handwritten signature in cursive.

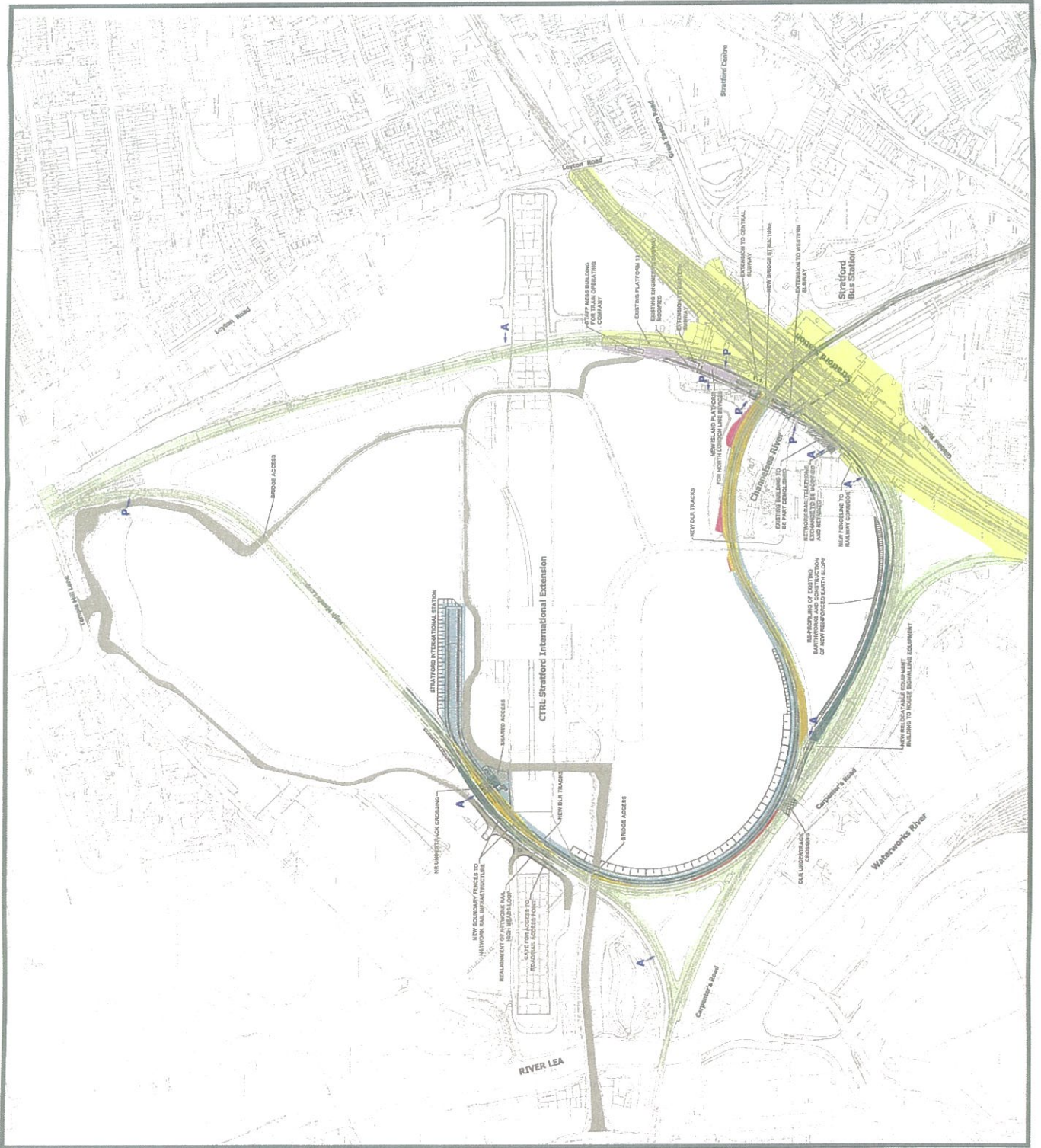
APPENDIX 1 – THE LAND OWNERSHIP PLAN

APPENDIX 2 – THE INDICATIVE DRAWINGS

STRATFORD INTERNATIONAL

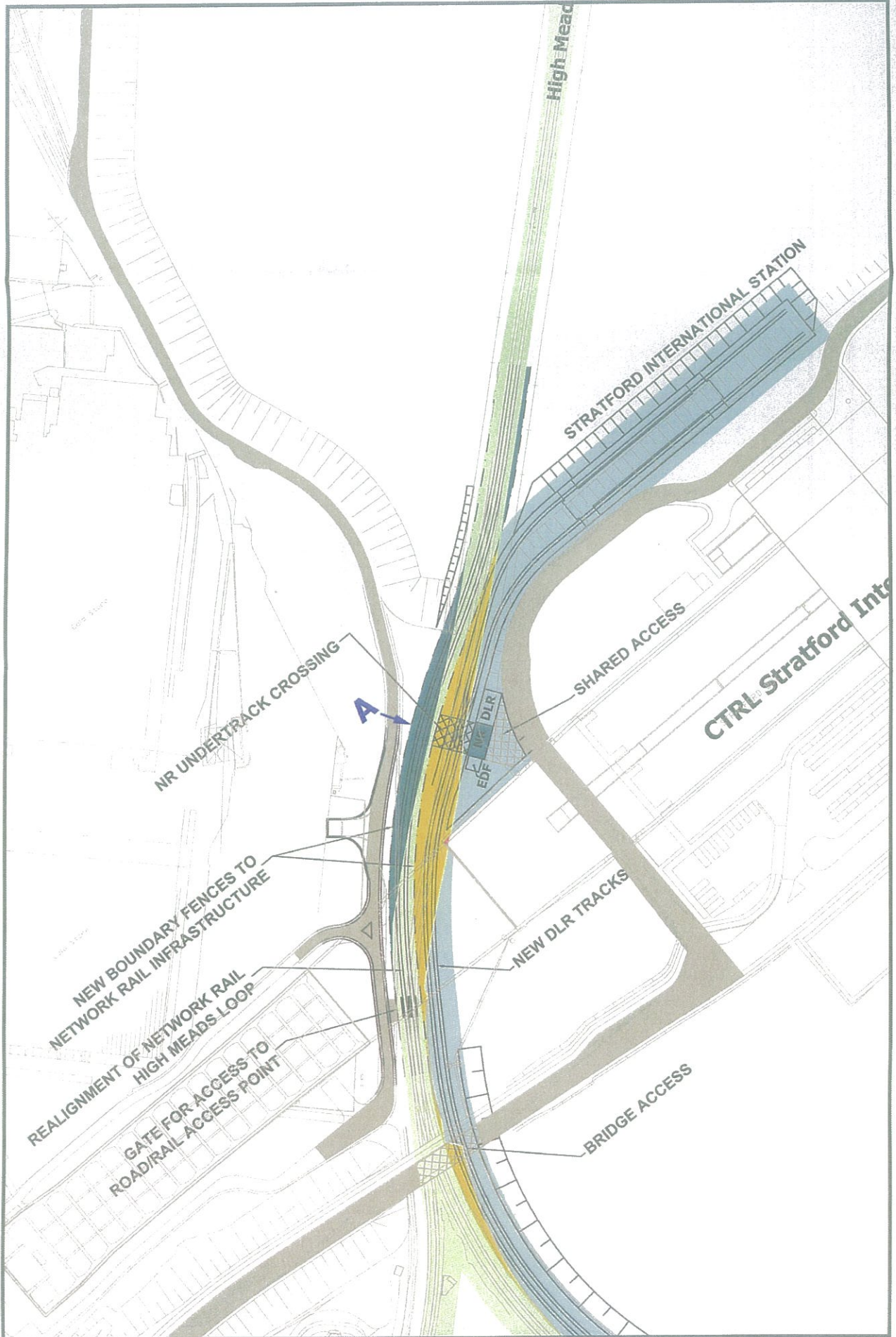
Plan 1

-  Land in existing lease required by NR
-  Land in existing lease required by DLR
-  Land not in existing lease required by DLR
-  Land not in existing lease to be acquired Freehold by NR
-  Land in existing lease to be acquired Freehold by NR
-  Land not in existing lease to be acquired Leasehold by NR
-  Land in existing lease not required by NR & DLR
-  NR Freehold
-  New Alignment Land
-  Shared Access Roads
-  Vehicular Access Point
-  Pedestrian Access Point

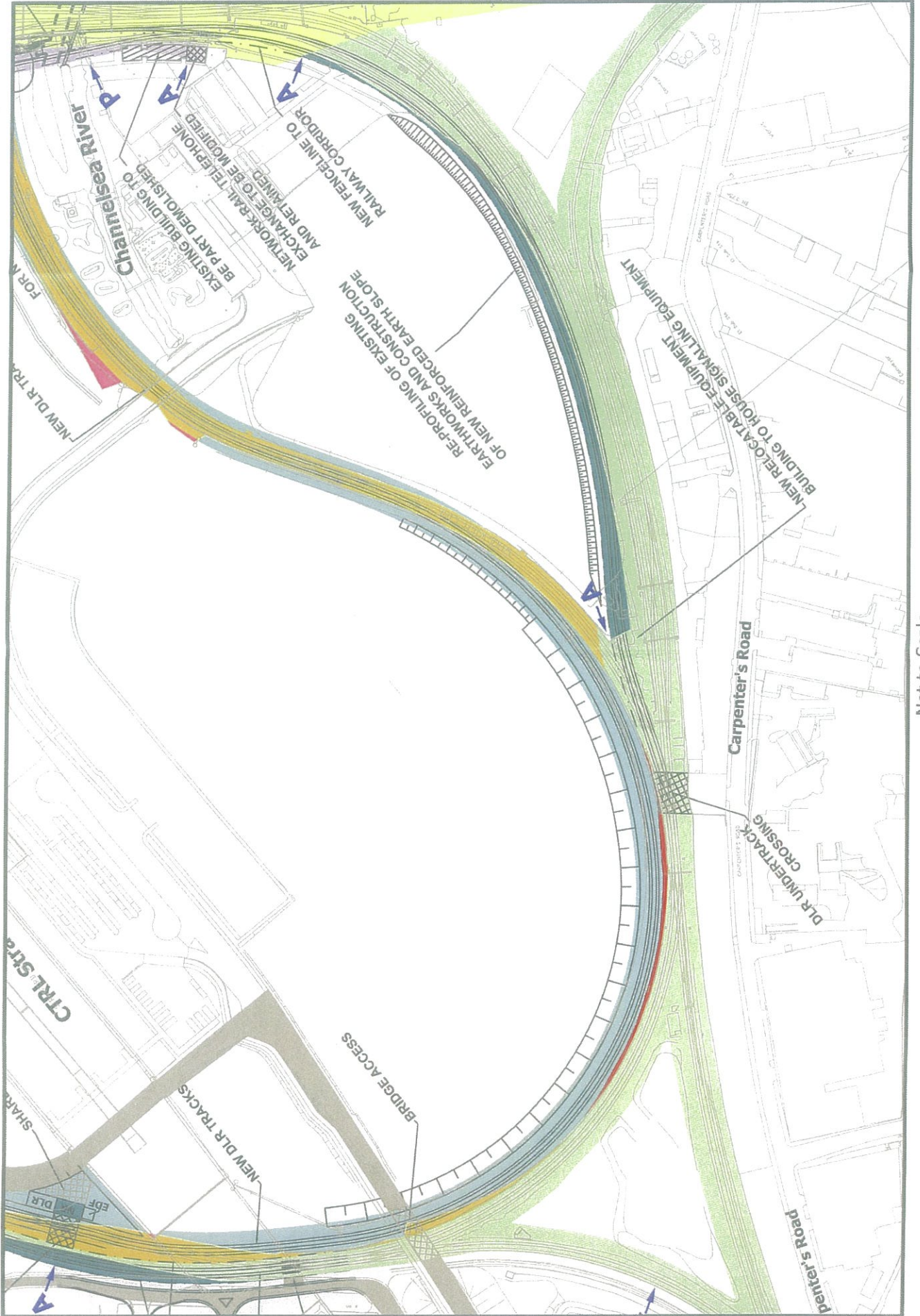


STRATFORD INTERNATIONAL

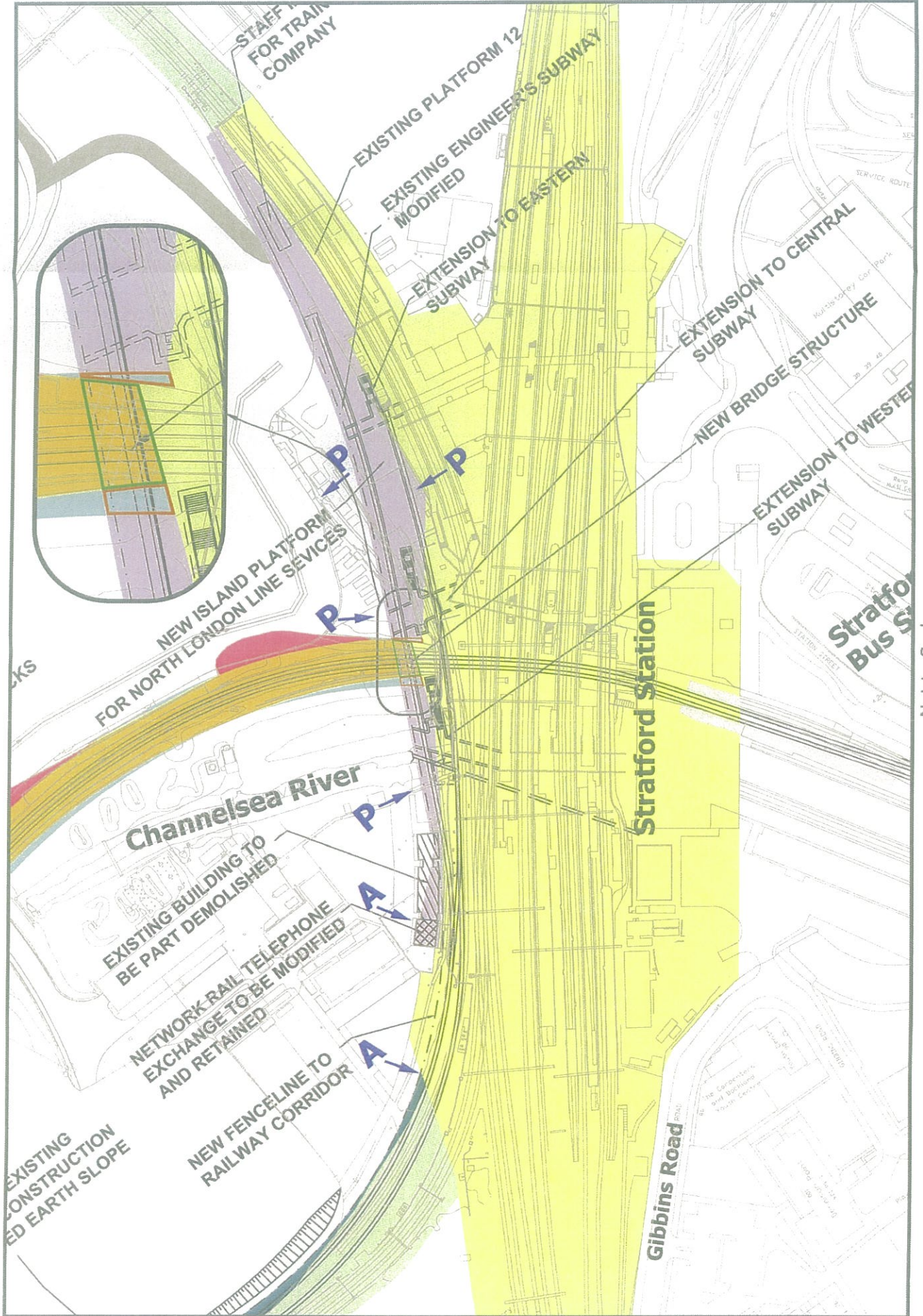
Plan 2



Not to Scale

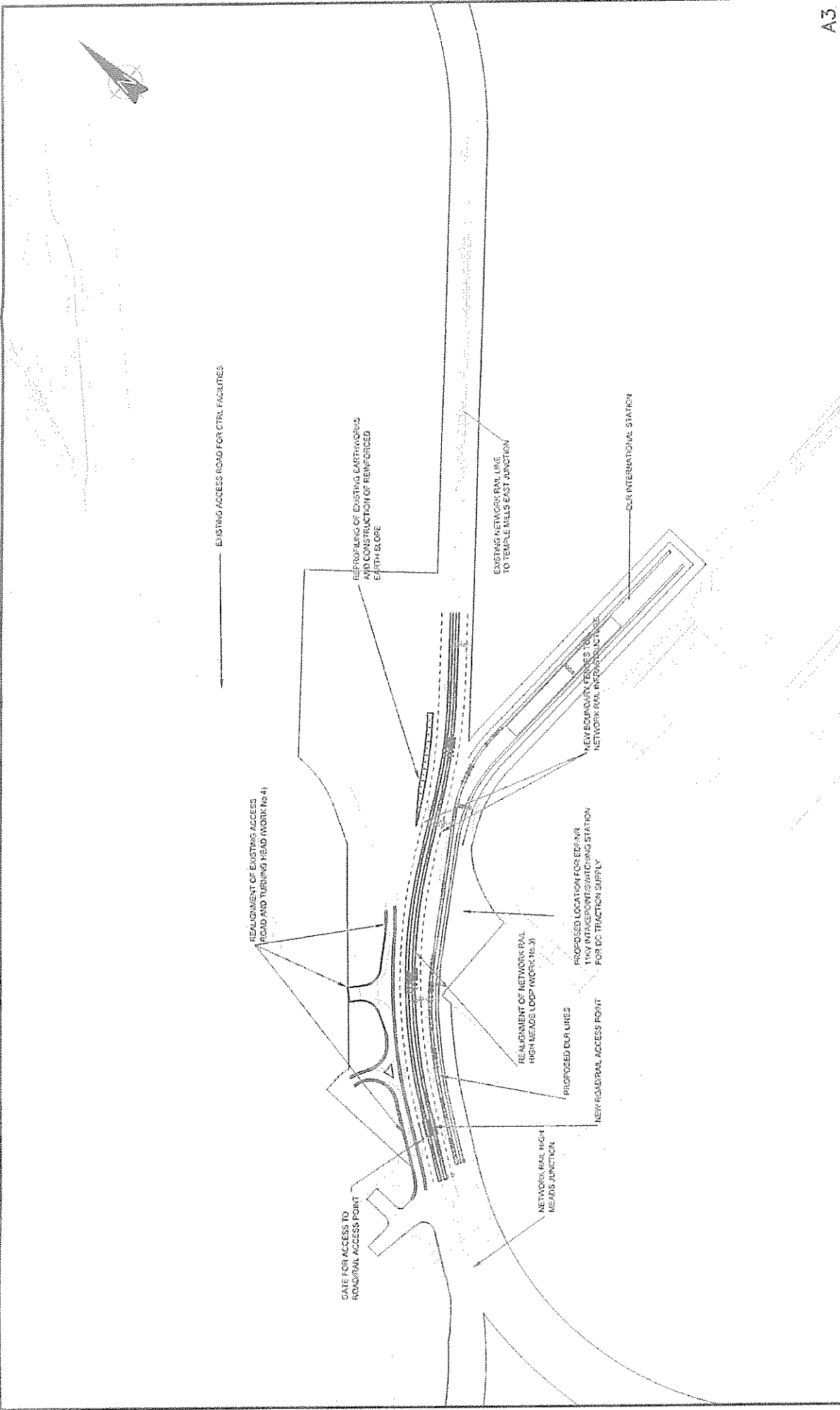


Not to Scale



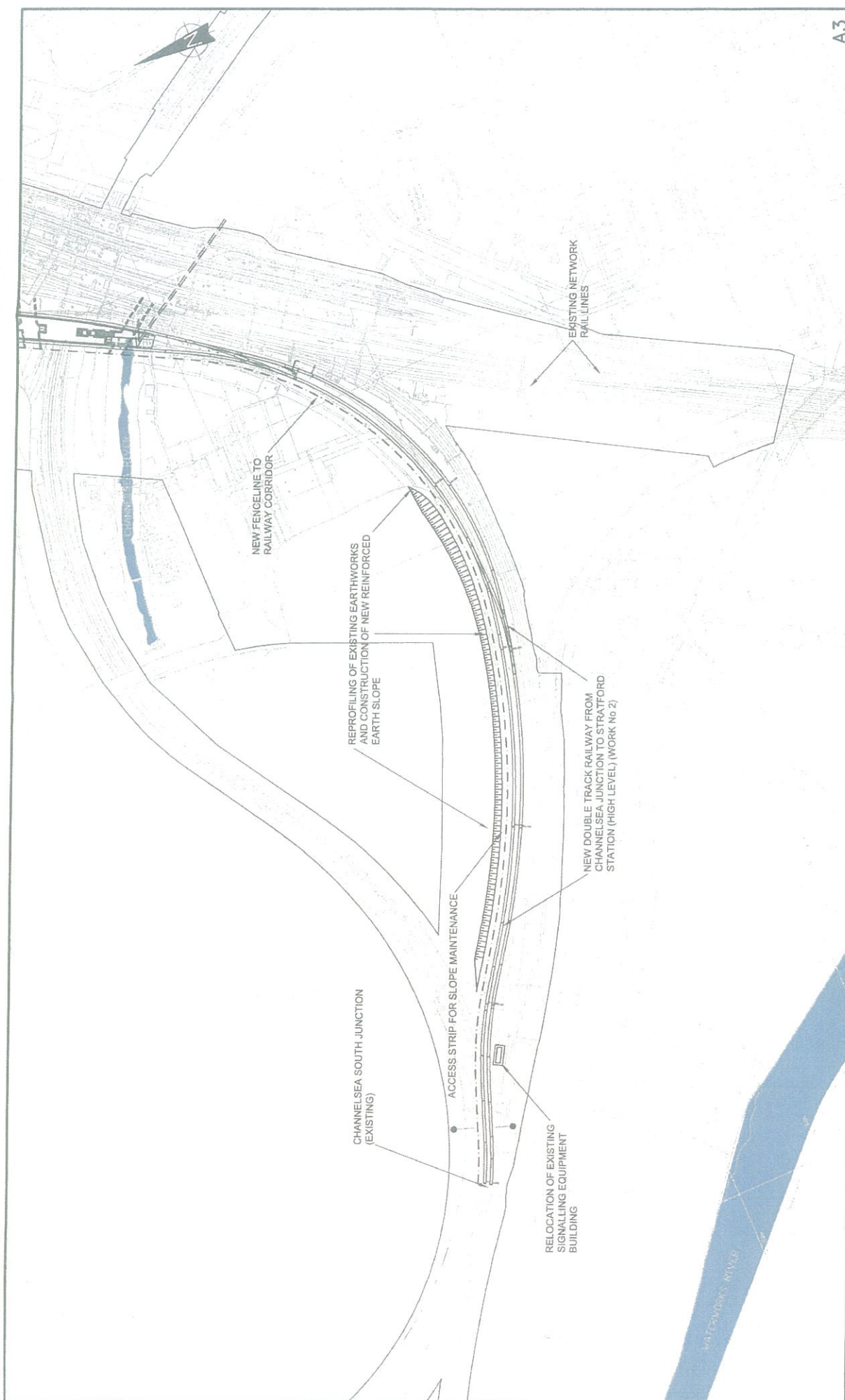
Not to Scale

APPENDIX 3 – THE REPLACEMENT RAIL FACILITIES DRAWINGS



Project		DLR STRATFORD INTERNATIONAL EXTENSION	
Title		REPLACEMENT NETWORK RAIL FACILITIES AT STRATFORD SHEET 1 - PROPOSED HIGH MEADS LOOP REALIGNMENT	
Scale	1:25000	Drawn	AS
Checked	CA	Authorised	CA
Date	20/08/2006	Drawings Number	5030675-DLR-47-0929
©		ATKINS	
Tel: +44 (0) 20 8603 6000		Southern House	
Fax: +44 (0) 20 8603 6001		Woburn Grove	
		Croydon	
		CR9 3DA	
DOCKLANDS LIGHT RAILWAY			
Rev	Description	By	Date
A	FOR INFORMATION		18/08/06
	Purpose of Issue		Authorised
			CA

A3



A3

Project		DLR STRATFORD INTERNATIONAL EXTENSION	
Title		REPLACEMENT NETWORK RAIL FACILITIES AT STRATFORD FROM CHANNELSEA SOUTH JUNCTION TO STRATFORD CENTRAL JUNCTION	
Scale	1:2000	Drawn	AS
Checked	CA	Authorised	CA
Date (a.2005)	08/08/2005	Date (a.2005)	08/08/2005
Rev		Drawing Number	5030675-DLR-47-0930
Rev	A		

ATKINS
 Southern House
 Langley Grove
 Crayford
 CR8 7DA

Tel. +44 (0) 20 8603 6000
 Fax. +44 (0) 20 8603 6001

(C)

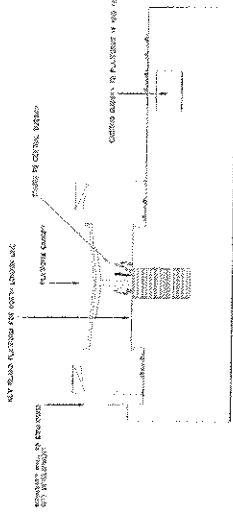
FOR INFORMATION	
Rev	Date
A	08/05/05
CA	

DOCKLANDS LIGHT RAILWAY



A3

ATKINS Southern House Wellesley Grove Croydon CR9 1DA		Tel: +44 (0) 20 8603 6000 Fax: +44 (0) 20 8603 6001		Project: DLR STRATFORD INTERNATIONAL EXTENSION		Title: REPLACEMENT NETWORK RAIL FACILITIES AT STRATFORD FROM STRATFORD CENTRAL JUNCTION TO END OF NEW TRACKS		Scale: 1:2000 Drawing Number: 5030675-DLR-47-0931	
DOCKLANDS LIGHT RAILWAY		Rev. A 08/05 CA		Project: DLR STRATFORD INTERNATIONAL EXTENSION		Title: REPLACEMENT NETWORK RAIL FACILITIES AT STRATFORD FROM STRATFORD CENTRAL JUNCTION TO END OF NEW TRACKS		Scale: 1:2000 Drawing Number: 5030675-DLR-47-0931	
Rev.	Description	By	Date	Chk'd	Aut	Purpose of Issue	Rev	Date	Auth
	FOR INFORMATION						A	08/05	CA



CROSS SECTION A-A
 (TO NORTH OF PROPOSED CENTRAL SUBWAY - LOOKING NORTH)
 SCALE 1:500



LONGITUDINAL SECTION THROUGH NORTH LONDON LINE PLATFORM
 (LOOKING WEST)
 SCALE 1:1000

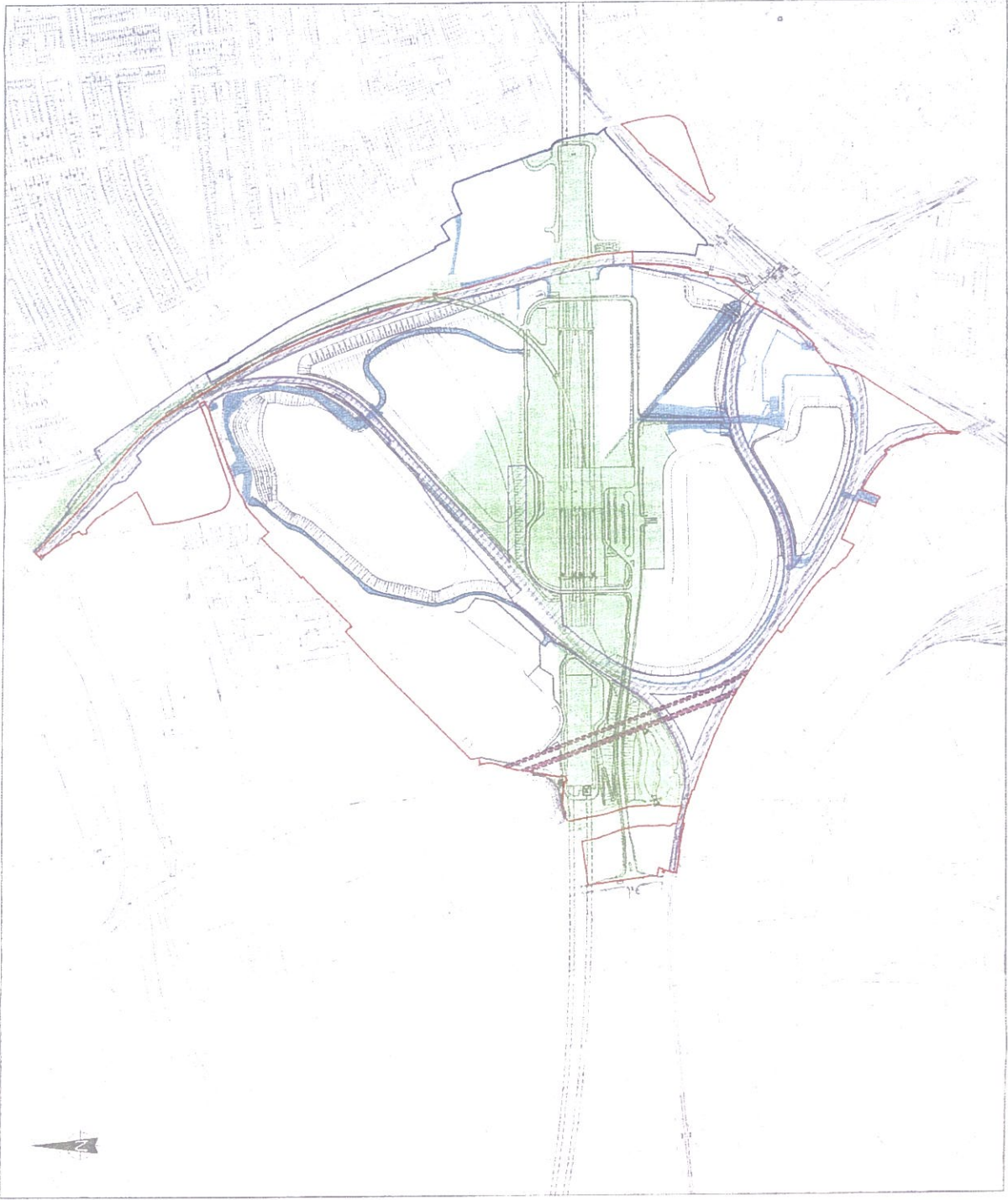
A3

Rev.	Description	By	Date	Checked	Auth'd	Rev.	Date	Auth'd
	FOR INFORMATION					A	13/03/04	CA

ATKINS Southern House Wesley Grove 159 TA		©	
Tel: +44 (0) 20 8033 6000 Fax: +44 (0) 20 8033 6001		Project: DLR STRATFORD INTERNATIONAL EXTENSION	
DOCKLANDS LIGHT RAILWAY		Title: REPLACEMENT NETWORK RAIL FACILITIES AT STRATFORD SHEET 5 - CROSS SECTION AND LONGITUDINAL SECTION THROUGH PROPOSED NLL PLATFORM	
Scale: AS 500/N	Drawn: AS	Checked: CA	Auth'd: CA
Date issued: 13/03/2004	Drawing Number: 5030675-DLR-47-09.33		Rev: A

Property located in Stratford, England. A portion of the property is shown in green. The portion of the property shown in green is the portion of the property that is the subject of the English Partnership Agreement. The portion of the property shown in green is the portion of the property that is the subject of the English Partnership Agreement.

-  CEM and related facilities
-  Land
-  CTR, LCR, and related facilities
-  CTR, Access Requirements and Utility Corridor
-  Land Owned by SAGIT to be transferred to English Partnership
-  Cracker Farm
-  Land included by previous license



STRATFORD LANDS
 10/11/2008

10/11/2008



STRATFORD LANDS
 LAND TO BE TRANSFERRED
 TO ENGLISH PARTNERSHIPS

10/11/2008

014-DCG-10000-00947-A0