

DATED 30 MARCH

2012

(1) LONDON THAMES GATEWAY DEVELOPMENT CORPORATION

- and -

(2) FORMANS FISH ISLAND LLP

- and -

(3) SALMON COURT LLP

- and -

(4) NATIONAL WESTMINSTER BANK PLC

---

DEED

made pursuant to section 106 of the  
Town and Country Planning Act 1990  
(as amended) relating to land adjacent to H Forman and Son,  
Fish Island, London, E3 2NT

---

THIS DEED is made on 30 MARCH

2012

**BETWEEN**

(1) **LONDON THAMES GATEWAY DEVELOPMENT CORPORATION** of 10th Floor, 2 Exchange Tower Harbour Exchange Square London E14 9GE (the **Corporation**);

(2) **FORMANS FISH ISLAND LLP** (Company number OC340718) of Stour Road Fish Island London E3 2NT (the **Developer**);

(3) **SALMON COURT LLP** of Unit 5, ELstree Gate, Elstree Way, Borehamwood, Hertfordshire, WD6 1JD (the **Owner**); and

(4) **NATIONAL WESTMINSTER BANK PLC** (Company Registration No 929027, Registered Office: 135 Bishopsgate, London, EC2M 3UR) of Credit Documentation, PO BOX 339, Manchester, M60 2AH (the **Mortgagee**) *Sum Jice APPROVED*

**WHEREAS**

- A By virtue of the London Thames Gateway Development Corporation (Planning Functions) Order 2005, which came into force on 31 October 2005, the Corporation is the Local Planning Authority for the area within which the Property is situated and for development of the nature of the Development.
- B The Corporation is currently the appropriate statutory body to enforce this Deed for the purposes of section 106 of the 1990 Act. It is expected that on or around 30 September 2012, the Corporation's planning functions for the area within which the Property is situated will be transferred to the Council, after which the Council will become the Local Planning Authority and the appropriate body to enforce this Deed for the purposes of section 106 of the 1990 Act.
- C The Owner is registered at HM Land Registry as the freehold owner of the Property.
- D The Mortgagee is the proprietor of a registered a charge on the freehold titles EGL356665 and EGL362110 of the Property dated 18 November 2009.
- E The Developer submitted the Application to the Corporation.
- F The Owner, the Developer and the Mortgagee have agreed to enter into this Deed, accepting that the obligations that it contains can properly be taken into account as reasons for the grant of the Permission.
- G *The Corporation has resolved to grant the Planning Permission pursuant to the Application subject to the conditions set out in the Planning Permission and subject to the covenants, undertakings and restrictions contained in this Deed.*

**NOW THIS DEED WITNESSETH** as follows:

**1 Definitions and interpretation**

In this Deed the following expressions shall have the following meanings:

**1.1 Definitions**

**1990 Act** means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification for the time being in force;

**All Items Retail Prices Index** means the index of retail prices published by the Office of National Statistics or any successor;

**Application** means the outline planning application for the Development dated 13 June 2011 and given reference number LTGDC-11-048-OUT for a temporary building to provide a corporate hospitality venue associate with the London 2012 Olympic and Paralympic Games;

**Corporation's Planning Functions areas** means the areas set out in the maps referred to in the London Thames Gateway Development Corporation (Planning Functions) Order 2005;

**Council** means the London Borough of Tower Hamlets;

**Development** means the development of the Property in accordance with the Planning Permission;

**Expert** means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute as follows:

- (a) if the dispute relates to transport or highway works, engineering, demolition, or construction works, a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) or a Transport Planning Professional being a member of the Transport Planning Society (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement appointed at the request of any of the parties by or on behalf of the President from time to time of the Institution of Civil Engineers;
- (b) if the dispute relates to any building within the Development or any similar matter, a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;
- (c) if the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales; and
- (d) if the parties to the dispute shall fail to agree upon the nature or difference in question then it should be referred to a solicitor or barrister of at least 15 years' standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law Society;

**Implementation** means the implementation of the Development in accordance with the Planning Permission by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the 1990 Act provided that for the avoidance of doubt the carrying out of archaeological investigations demolition remediation works site clearance site preparation, surveys, erection of fencing or hoardings, provision of security measures or lighting, erection of temporary buildings or structures associated with the Development, laying and diversion of services, and the provision of construction compounds shall be deemed not to constitute a material operation;

**Implementation Notice** means a written notice given by or on behalf of the Owner and Developer to the Corporation stating the date of Implementation of the Development and the application reference number and a notice will be deemed to have been given if Implementation has occurred;

**LOCOG** means the London Organising Committee of the Olympic Games;

**Monitoring Officer** means any officer or third party appointed by the Corporation to monitor compliance with the terms of this Deed;

**ODA** means the Olympic Delivery Authority;

**Occupation** means the use of the buildings and land at the Property for the purposes permitted by the Planning Permission save for temporary occupation for the purposes of construction or fitting out the

buildings and the word "Occupy" and "Occupied" and cognate expressions shall be construed accordingly;

**Pedestrian Environment Audit** means an audit of the pedestrian environment in the vicinity of the Development, in order to identify any areas in need of improvement,

**Plan** means the plan attached to this Deed at Appendix 1;

**Planning Permission** means the planning permission to be granted pursuant to the Application for the Development as annexed at Appendix 2 to this Deed;

**Property** means land adjacent to H Forman and Son, Fish Island, London, E3 2NT and registered at the Land Registry under title number(s) EGGL356665 and EGL362110 shown for the purposes of identification only edged red on the Plan;

**Travel and Access Management Strategy** means a strategy to be submitted by the Owner for approval to the Corporation in accordance with Schedule 2;

**Venue** means hospitality space constructed on the Property pursuant to the Planning Permission.

## **2 Interpretation**

- 2.1 The headings appearing in this Deed are for ease of reference only and will not affect the construction of this Deed.
- 2.2 Unless the context requires otherwise references in this Deed to clauses, sub-clauses, paragraphs, recitals, sub-paragraphs, annexures, appendices and schedules are references to those contained in this Deed and references to plans and drawings are references to plans and drawings annexed to this Deed.
- 2.3 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.
- 2.4 References in this Deed 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.
- 2.5 In this Deed words importing the singular shall include the plural and vice versa and words importing one gender shall include all other genders.
- 2.6 In this Deed the expressions "Owner", "Developer", "Mortgagee", "Council" and "Corporation" shall include their respective statutory successors in respect of the functions to which this Deed relates and/or successors in title to the Property as the case may be.
- 2.7 Any obligations of the parties to this Deed contained in this Deed which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those persons unless the context otherwise requires provided that nothing herein shall impose any liability upon either of the parties for the actions of the other.
- 2.8 Any covenant by the Owner and Developer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred and any covenant by the Owner and Developer to do an act or thing may be deemed to include an obligation to procure that the act or thing is done.
- 2.9 In the event of any conflict between the provisions of this Deed and any annexed document the terms, conditions and provisions of this Deed will prevail.

- 2.10 Where any approval, consent, agreement or the like is required to be given pursuant to the terms of this Deed it shall be in writing and no party shall unreasonably withhold or delay any such approval, consent, agreement or the like.

### **3 Legal Basis**

- 3.1 This Deed is made under section 106 of the 1990 Act and the obligations in it are planning obligations for the purposes of the 1990 Act enforceable by the Corporation as the local planning authority.
- 3.2 It is agreed that the Owner, Developer and Mortgagee enter this Deed so that the planning obligations bind the Property.

### **4 Conditionality**

- 4.1 The planning obligations in Schedule 1 of this Deed are conditional upon:
- (a) the grant of the Planning Permission; and
  - (b) the Implementation Notice being given or deemed to have been given.

### **5 Provisions for Release**

- 5.1 It is agreed that this Deed will determine if the Planning Permission is quashed, cancelled, revoked or expires prior to Implementation.
- 5.2 Upon reasonable request from the Owner and/or Developer and subject to payment of its reasonable and proper professional costs and charges the Corporation will certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed.

### **6 Covenants by the Owner and Developer**

- 6.1 The Owner and Developer jointly and severally covenant with the Corporation to carry out and comply with the obligations on their part contained in Schedule 1 to this Deed.

### **7 Provisions Relating to the Corporation**

- 7.1 Nothing in this document in any way fetters the statutory rights, powers and duties of the Corporation as local planning authority.

### **8 Mortgagee's Consent**

- 8.1 The Mortgagee consents to the Owner entering into this Deed and acknowledges that the Property will be bound by the terms and obligations contained in this Deed ~~and~~ if the Mortgagee becomes a mortgagee in possession of the whole or part of the Property the Mortgagee will not carry out or procure the Development or any part without performing and observing the terms and obligations contained in this Deed.

### **9 Successors in Title**

- 9.1 It is agreed that this Deed will be binding upon the Property and will be enforceable against the Owner Developer and Mortgagee and their successors in title and those deriving title under them in respect of the Property and as provided in section 106(3) of the 1990 Act.
- 9.2 In accordance with section 106(4) of the 1990 Act it is the intention of the parties that neither the Owner, Developer and Mortgagee nor their successors in title nor those deriving title under them will have any further liability under this Deed (but without prejudice to any rights of the Local Planning Authority in respect of any antecedent breach) in respect of any period during which the Owner or Developer or Mortgagee or as the case may be any of their successors in title or those deriving title under them no longer have an interest in the Property.

### **10 Registration**

- 10.1 It is agreed that this Deed will be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

## **11 Third Party Rights**

- 11.1 A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## **12 Dispute Resolution**

- 12.1 If there is any dispute or difference between the Owner, Developer, Mortgagee and the Corporation or any of them arising out of this Deed (other than a dispute or difference relating to a question of law or in relation to the interpretation of this Deed) the Owner, Developer and Mortgagee and the Corporation agree that the matter in dispute will on the application of either of the parties be referred to the Expert and it is further agreed that:

- (a) the determination of the Expert will be final and binding on the parties save in the case of *manifest error*;
- (b) the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs;
- (c) the Expert's costs will be borne in such proportions as he/she may direct failing which the parties will each bear their own costs of the reference and determination and the Expert's costs calculated by dividing the Expert's costs by the number of sides to the reference; and
- (d) the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee will be appointed in the same manner as the Expert.

## **13 Variations**

- 13.1 No variation to this Deed will be effective unless made by Deed or pursuant to the determination of an application made under section 106A of the 1990 Act.

## **14 Service of Notices**

- 14.1 All notices, requests, demands or other written communications to or upon the respective parties pursuant to this Deed will be deemed to have been properly given or made if despatched by first class letter to the party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows:
- (a) if to the Corporation to the address set out above for the attention of the Director of Planning;
  - (b) if to the Owner to the address set out above for the attention of the Managing Member;
  - (c) if to the Developer to the address set out above for the attention of the Managing Member; and
  - (d) if to the Mortgagee to the address set out above for the attention of Credit Documentation Department

## **15 The Corporation's Legal and other Professional Costs**

- 15.1 The Owner and Developer agree that upon completion of this Deed it will pay the Corporation's reasonable professional costs including the costs of legal advice, valuation and cost consultancy and any costs incurred in preparing or reviewing development appraisals including any VAT thereon and disbursements properly incurred in the negotiation and completion of this Deed

## **16 VAT**

- 16.1 If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required, provided that the Owner and/or Developer will be entitled to valid VAT receipts in respect of any vatable supplies properly incurred under this Deed.

## **17 Interest**

- 17.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment was due to the date of payment.

**IN WITNESS** whereof this Deed has been executed by the parties and is intended to be and is delivered on the date first above written

## Schedule 1 - Site Specific Covenants

### 1 Implementation

- 1.1 The Owner or Developer will serve an Implementation Notice on the Corporation fifteen (15) working days prior to the anticipated Implementation of the Development
- 1.2 The Owner and Developer agree that prior to Implementation it will pay the reasonable costs of the Monitoring Officer to be properly incurred in the carrying out of its functions under this Deed in the sum of *[to be confirmed]*

### 2 Travel and Access Management Strategy

- 2.1 The Owner and Developer will not Implement nor permit the Development to be Implemented unless and until it has submitted to the Corporation and the Corporation has agreed the terms of the Travel Access Management Strategy to secure the matters set out at Schedule 2 to this Agreement.

### 3. Pedestrian Environment Review System.

- 3.1 The Owner will not Implement nor permit the Development to be Implemented unless and until it has submitted to the Corporation the Pedestrian Environment Audit.
- 3.2 In the event that a Pedestrian Environment Audit, identifies the need for improvements in the pedestrian environment in relation to the Development then the Owner and Developer will submit a scheme to the Corporation for the carrying out of such improvements and will not Occupy or permit Occupation of the Development until the scheme to secure the improvements has been approved by the Corporation and such measures implemented.



## Schedule 2 - Travel and Access Management Strategy

The Travel and Access Management Strategy is to address the following points:

### 1. General

- Provision of clear detail of ticketing arrangements for the Development and attendee profiles. It must be clear whether attendees have tickets for Olympic events. Minimum of 90% tickets to the Venue must be purchased in advance and there are to be a maximum of 10% "on the day" sales.
- Provision of clear details of travel arrangements for all attendees to the Venue. Travel arrangements must in the reasonable opinion of the Corporation, in consultation with LOCOG and ODA, not conflict with Olympic access routes and should ensure that no station or transport node is utilised in breach of its capacity or so as to cause unreasonable congestion.
- Provision of clear details of all movements, both vehicular and pedestrian, between the Venue and the Olympic Park.
- Securing of arrangements satisfactory to the Corporation, in consultation with LOCOG and ODA to redirect ticketed spectators entering the Olympic Park from the Venue in the correct direction to avoid congestion. This should also address the possibility of staggered departure times from the Venue to prevent conflict with other attendees to the Olympic Park.
- Provision of clear details of construction works related to the Venue to ensure that there is no conflict between construction activity (including associated traffic movements) at the Venue and construction activity (including associated traffic movements) at the Olympic Park or with any Olympic Test Events.

### 2 Shuttle Bus and Taxi/Private hire

- Details of marshalling of shuttle buses and taxis/private hire vehicles within the Venue and measures to manage vehicles that cannot be managed internally away from the immediate vicinity of the Venue to an area previously agreed with LTGDC, in consultation with LOCOG and ODA, to prevent congestion and maintain flow through the Olympic Park.
- Details of promotion of shuttle buses from Stratford and Bow Stations, provided at the cost of the Owner and/or Developer. The route of the shuttle buses to be agreed with the Corporation, in consultation with LOCOG and the ODA but should detail the exact route of the shuttle buses through to the Northern Transport Mall or Stratford Station and provide details of drop off and/or parking arrangements..
- Details of measures to ensure that the shuttle buses have sufficient capacity to accommodate peak flow of visitors to the Venue and that there sufficient shuttle bus services are provided at all times to accommodate the transport needs of all visitors to the Venue.
- Details of measures to ensure the immediate resolution of any breach of the Travel and Access Strategy or access conflict notified to the Owner or Developer by LOCOG and/or ODA impacting on the access to and from the Olympic Park. Such measures should ensure that breaches and/or access conflicts can be cleared within a maximum of 15 minutes.

### Schedule 3 - Corporation's Obligations

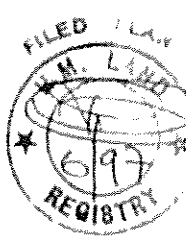
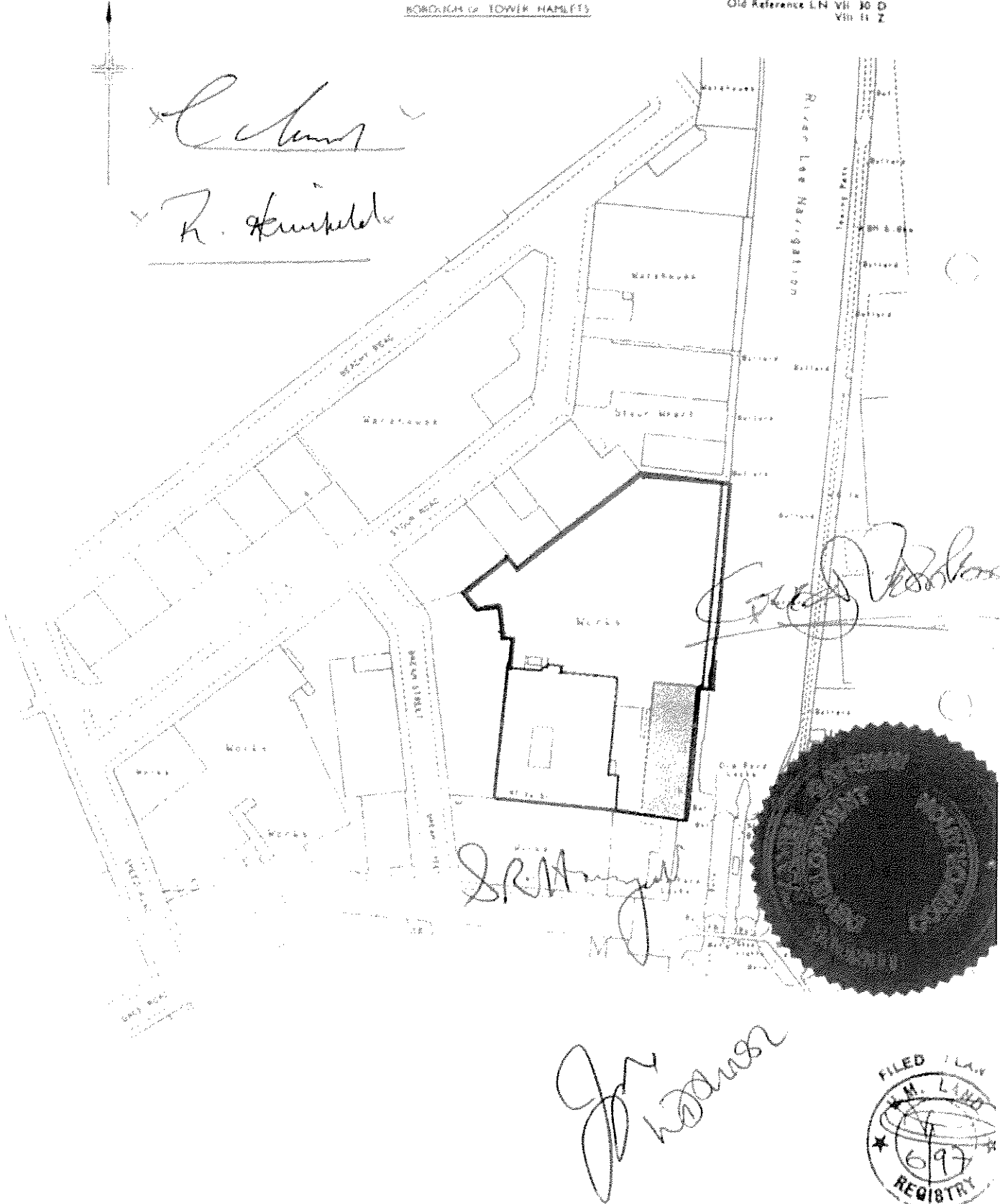
1. Where this Deed provides for the approval or consent of the Corporation to be required such approval and/or consent shall not be unreasonably withheld or delayed.

Appendix 1  
PLAN

H.M. LAND REGISTRY		TITLE NUMBER	
		<b>EGL 356665</b>	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	GREATER LONDON		TQ 3784
SECTION			H
Scale: 1/1250		Crown copyright 1997	

BOROUGH OF TOWER HAMLETS

Old Reference L.N. VII. 30 D  
VIII II 2



**Appendix 2**  
**DRAFT PLANNING PERMISSION**

Case no. LTGDC-11-048-OUT

Savills  
Landsdowe House  
57 Berkeley Square  
W1J 6ER

**NOTICE OF DECISION ON PLANNING APPLICATION**

TOWN AND COUNTRY PLANNING ACT 1990  
LONDON THAMES GATEWAY DEVELOPMENT CORPORATION (PLANNING  
FUNCTIONS ORDER) 2005

**APPLICATION NO:** PA/11/00737/LBTH  
**LOCATION:** Land Adjacent To Formans, Fish Island, London, E3 2nt  
**PROPOSAL:** Temporary building for the position of a corporate  
hospitality venue associated with the London 2012 Olympic  
and Paralympic Games.  
**APPLICANT:** H Forman and Son

London Thames Gateway Development Corporation being the Local Planning  
Authority for the purposes of the application received on 2011-06-13 for Outline  
Planning Permission, as described above has resolved to

**GRANT PLANNING PERMISSION SUBJECT TO CONDITIONS**

The conditions to which the permission is subject are as follows:

1. The details of the siting, design and external appearance of the buildings, the means of access thereto and the landscaping of the site (hereafter referred to as "the reserved matters") shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of any works on site. The details shall specifically include the following information:
  - a. Plans identifying the specific building footprint and extent of development on each storey
  - b. Elevations of each face of the structure indicating the design, height in metres AOD, width and depth
  - c. Full details of materials, including samples, to be used in the external surfaces of the structure.
  - d. Full details of hard and soft landscaping, including the removal and replacement of any existing trees, where appropriate
  - e. Full details of the means of public and service access to the site.
  - f. Plans illustrating relationship with existing uses and access with buildings in the immediate context if they form integral part of the delivery of uses and services proposed
  - g. Details of boundary treatment
  - h. Local Views from within the Fish Island Conservation Area

The details shall be implemented in accordance with the approved plans thereafter.

Reason: To ensure that the Local Planning Authority has control of those matters that have been reserved from the grant of this outline planning permission and in accordance with DEV1 of the London Borough of Tower Hamlets Unitary Development Plan, Policy 24 of the London Borough of Hackney Core Strategy and policies 7.6 and 7.7 of the London Plan.

2. The uses hereby permitted shall occur for a limited period from the 1<sup>st</sup> of April 2012 and shall be discontinued on or before the 16<sup>th</sup> of September 2012, after which time all temporary structures are to be removed from site.

Reason: To prevent the retention of a permanent hospitality use where other preferred land uses may be more appropriate, in accordance with SO16, SP02 and SP06 of the London Borough of Tower Hamlets LDF Core Strategy 2010.

3. The development hereby permitted shall be implemented in accordance with the parameters set out in the following plan numbers:

0210001/001a Location plan  
0210001/002a Stacking plan  
0210001/003a Ground floor plan  
0210001/004a First floor plan  
0210001/005a Second floor plan  
0210001/006a Third floor plan  
0210001/007a Fourth floor plan  
0210001/008a Fifth floor plan  
0210001/009a General view  
0210001/010a Elevations

The parameters shall be adhered to unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that development is implemented in accordance with the approved parameters, in accordance with policies with DEV1 of the London Borough of Tower Hamlets Unitary Development Plan and policies 7.6 and 7.7 of the London Plan.

4. Notwithstanding the indicative drawings numbered 0210001/009a and 0210001/011a submitted with the application, no public viewing screen visible from outside the development site shall be installed or operated within the development until crowd modelling data has been submitted to the local planning authority which demonstrates to the local planning authority's satisfaction that there will be no adverse impact on the free flow of pedestrians in any public area from which the screen is visible.

Reason: In the interest of the free flow of pedestrian within the Olympic Park and on the River Lea Navigation tow path, in accordance with policy 2.4 of the London Plan 2011.

5. Prior to the commencement of the development hereby permitted, full details of sound insulation and noise mitigation to be installed in the approved structure shall be submitted to and approved in writing by the Local Planning Authority. The details shall be implemented in full thereafter.

Reason: To ensure an adequate standard of residential amenity and in accordance with policy DEV50 of the London Borough of Tower Hamlets UDP 1998 and 7.15 of the London Plan and Policy DM25 Managing Development DPD (proposed submission version 2012).

6. Prior to the first commercial operation of the temporary use hereby permitted, sound levels for the public announcement and music equipment shall be agreed in writing by the Local Planning Authority, in consultation with the relevant London Borough of Tower Hamlets Environmental Health Officers, and shall be based upon external and internal noise levels taken from appropriate noise sensitive receptor locations. These agreed levels shall be controlled and restricted using an entertainment noise control system and will not be exceeded without the prior written agreement of the Local Planning Authority.

Reason: To ensure an adequate standard of residential amenity and in accordance with policy DEV50 of the London Borough of Tower Hamlets UDP 1998 and 7.15 of the London Plan and Policy DM25 Managing Development DPD (proposed submission version 2012).

7. No mature tree shall be removed from the site without the prior approval of the Local Planning Authority. Any proposal for tree removal must first satisfy the standards as set out in the Fish Island Conservation Area Management Guidelines and shall demonstrate that the tree removal shall not result in any adverse impact upon the Conservation Area.

Reason: To ensure that any tree of ecological and aesthetic value is retained where possible and in accordance with policy SP10 of the London Borough of Tower Hamlets LDF Core Strategy 2010 and policies DEV15 and DEV29 of the London Borough of Tower Hamlets UDP 1998.

8. The capacity of the approved scheme shall not exceed 8000 persons in any one day.

Reason: To ensure the development does not detrimentally impact upon the surrounding area in accordance with policy SP08 of the London Borough of Tower Hamlets LDF Core Strategy 2010 and policy DEV50 of the London Borough of Tower Hamlets UDP 1998.

9. The use hereby permitted shall not operate between the hours of 0200 and 0800 on any given day unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interests of residential amenity and in accordance with policy DEV50 of the London Borough of Tower Hamlets UDP 1998.

10. Prior to the commencement of the development, full details of all coach and taxi facilities shall be submitted to and approved in writing by the local planning authority. The details shall include:

- Holding areas for all vehicles demonstrating that no queuing will occur onto the public highway
- Swept path analysis demonstrating free flow of taxi and coach vehicles can be achieved



- Pick up and drop off points for all patrons visiting the site

The approved details shall be implemented in full thereafter.

Reason: To ensure no taxi or shuttle bus service relies upon the public highway for parking, standing or marshalling, in accordance with policies T15, T16 and T17 of the London Borough of Tower Hamlets Unitary Development Plan 1998.

11. Prior to the commencement of the development hereby permitted, a full Delivery and Servicing Plan shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall include size of vehicles to be used, swept path analysis demonstrating that vehicles can access and egress in forward gear and further analysis demonstrating that servicing can take place with minimal conflict between pedestrians and existing operations on Fish Island. The approved details shall be implemented in full thereafter.

Reason: To ensure the deliveries and servicing does not result in unacceptable impact on the local highway network, in accordance with policies 6.11, 6.12, and 6.14 of the London Plan (2011) and policies SP08 and SP09 of the Core Strategy (2010); and Saved Policies DEV2, T7, T10, T16 and T18 of the Unitary Development Plan (adopted 1998).

12. Prior to the commencement of the development, a Risk Assessment and Method Statement outlining all works to be carried out adjacent to the waterway shall be submitted to and approved in writing by the local planning authority. The risk assessment shall also include details of any proposed safety equipment along the canal frontage, which shall be installed prior to first occupation of the development hereby permitted.

Reason: In the interests of the structural integrity of the waterway wall, waterway heritage, navigational safety and visual amenity, and in accordance with policy DEV47 of the London Borough of Tower Hamlets UDP 1998.

13. Prior to the commencement of the development hereby permitted, full details of any proposed lighting and/or CCTV scheme shall be submitted to and approved in writing by the Local Planning Authority. The approved lighting and/or CCTV scheme shall be implemented prior to first occupation of the development.

Reason: To ensure high quality, safe and accessible access to the area, in accordance with policy DM10 of the London Borough of Tower Hamlets draft Managing Development DPD, policy SP04 of the Core Strategy 2010 and policies 5.10 and 7.5 of the London Plan 2011.

14. Prior to the commencement of the development hereby permitted, a feasibility study shall be carried out to assess the potential for moving freight by water during the construction cycle (waste and bulk materials) and following occupation of the development (waste and recyclables). The use of waterborne transport shall be maximised during both the construction and occupation of the development unless the above assessment demonstrates that such use of the canal is not physically or economically feasible.

Reason: To encourage the use of the canal for transporting waste and bulk materials in accordance policy T26 of the London Borough of Tower Hamlets UDP 1998 with policies 7.27 and 7.30 of the London Plan 2011.

15. The development shall be carried out in full accordance with the approved Flood Risk Assessment, including the following specific details:
- First floor finished level must be set no lower than 6.74m AOD
  - Flood storage volume will not be compromised for the whole lifetime of the development
  - The development shall be entirely removed at the end of the permitted period.

Reason: To ensure the risk of flooding is reduced to the site and surrounding area, in accordance with policy U3 of the London Borough of Tower Hamlets UDP 1998 and policy 5.12 and 5.13 of the London Plan 2011 and policies SP04 of the Core Strategy (2010), and policy DM13 of the Managing Development DPD (proposed submission version 2012).

16. The development hereby permitted shall not be commenced until the physical form and position of the steel supports and cladding have submitted to and approved in writing by the Local Planning Authority. The details shall demonstrate that the free flow of flood water will not be impeded. The approved details shall be implemented in full thereafter.

Reason: To ensure no increase in flood risk to the site or surrounding area, in accordance with policy U3 of the London Borough of Tower Hamlets UDP 1998 and policy 5.12 and 5.13 of the London Plan 2011 and policies SP04 of the Core Strategy (2010), and policy DM13 of the Managing Development DPD (proposed submission version 2012).

17. Prior to the commencement of the development hereby permitted, a desk based ecological assessment shall be submitted to and approved in writing by the Local Planning Authority. The assessment shall demonstrate how the development will affect the river and associated wildlife habitat and any mitigation proposed.

Reason: To ensure any impact on the river ecology can be adequately avoided, mitigated or compensated, in accordance policy DM11 of the London Borough of Tower Hamlets draft Managing Development DPD and policy 5.11 of the London Plan 2011 and Policy SP11 of the Core Strategy (2010)

18. Prior to the commencement of the development hereby permitted, a scheme for the provision and management of a five metre buffer zone alongside the River Lea Navigation (as shown hatched on ground floor plan 0210001/003a) shall be submitted to and approved in writing by the Local Planning Authority. The details shall include any artificial lighting from the new development onto the River Lea

Navigation and details of all planting. The approved details shall be implemented in full thereafter.

Reason: To ensure light spill from the development is to avoid disruption to the nocturnal wildlife in the area in accordance with DEV58 of the London Borough of Tower Hamlets Unitary Development Plan 1998.

19. Prior to the commencement of any works on site, the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to and approved in writing by the Local Planning Authority:

- (a) A preliminary risk assessment which has identified:
  - i) All previous uses
  - ii) Potential contaminants associated with those uses
  - iii) A conceptual model of the site indicating sources, pathways and receptors
  - iv) Potentially unacceptable risks arising from contamination at the site
- (b) A site investigation scheme, based on (a) to provide information for a details assessment of the risk to all receptors that may be affected, including those off site.
- (c) The results of the site investigation and detailed risk assessment referred to in (b) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- (d) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy (c) are complete and identifying any requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the Local Planning Authority. The scheme shall be implemented in full thereafter.

Reason: To protect the quality of controlled waterways and to safeguard the health and safety of future occupiers, in accordance with PPS23 and policies DEV51 of the adopted Unitary Development Plan (1998), DM30 of the Managing Development DPD (proposed submission version 2012).

20. Prior to the occupation of any part of the permitted development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing by, the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a long term monitoring and maintenance plan) for longer term monitoring of pollutant linkages, maintenance and arrangements for

contingency action, as identified in the verification plan, and for the reporting of this to the Local Planning Authority.

Reason: To protect the quality of controlled waterways and in accordance with policies DEV22 and DEV51 of the London Borough of Tower Hamlets Unitary Development Plan and policy 5.21 of the London Plan

21. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing by the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for, a remediation strategy detailing how the unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved thereafter.

Reason: To protect the quality of controlled waterways and in accordance with policies DEV22 and DEV51 of the London Borough of Tower Hamlets Unitary Development Plan and policy 5.21 of the London Plan

22. No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details thereafter.

Reason: To protect the quality of controlled waterways and in accordance with policy U3 of the London Borough of Tower Hamlets UDP 1998 and policy 5.12 and 5.13 of the London Plan 2011.

23. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given in for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To ensure the design of any foundations does not cause unacceptable risks to controlled water by creating pathways to the underlying geology and in the interests of the local residential amenity, in accordance with policies DEV2 and DEV50 of the London Borough of Tower Hamlets Unitary Development Plan, Policy SP10 of the Core Strategy (2010), and policy DM25 of the Managing Development DPD (proposed submission version 2012).

## INFORMATIVES

1. The applicant is advised that any encroachment into, or oversail of the waterspace, or new accesses, require British Waterway's written permission before development commences. Please contact Brian Casey on 0207 985 7200 for further information."

2. The applicant/developer should refer to the current British Waterways' "Code of Practice for Works affecting British Waterways 2010" to ensure that any necessary consents are obtained  
([www.britishwaterways.co.uk/media/documents/Code\\_of\\_Practice\\_2010.pdf](http://www.britishwaterways.co.uk/media/documents/Code_of_Practice_2010.pdf)) and should contact London's Third Party Works Engineer for further information"
3. Fish Island CPZ to come into force during the period of the development.
4. Consent should not be interpreted as a precedent of scale or land use. Any future development will be assessed on its own merits.

## RELEVANT PLANNING POLICY

### National Planning Policy Guidance

PPS1 Delivering Sustainable Development  
 PPS5 Planning for the Historic Environment  
 PPS9 Biodiversity and Geological Conservation  
 PPS12 Local Spatial Planning  
 PPG14 Transport  
 PPS22 Renewable Energy  
 PPS23 Planning and Pollution Control  
 PPG24 Noise  
 PPS25 Flood Risk

### The London Plan (2011)

Policy 2.9 Inner London  
 Policy 2.14 Areas for Regeneration  
 Policy 5.12 Flood Risk Management  
 Policy 5.13 Sustainable Drainage  
 Policy 5.14 Water Quality and Wastewater Infrastructure  
 Policy 5.15 Water Use and Supplies  
 Policy 6.1 Strategic Approach to Integrating Transport and Development  
 Policy 6.3 Assessing the Effects of Development on Transport Capacity  
 Policy 6.9 Cycling  
 Policy 6.10 Walking  
 Policy 6.12 Road Network Capacity  
 Policy 6.13 Parking  
 Policy 7.2 An Inclusive Environment  
 Policy 7.3 Designing Out Crime  
 Policy 7.4 Local Character  
 Policy 7.5 Public Realm  
 Policy 7.6 Architecture  
 Policy 7.15 Reducing Noise and Enhancing Soundscapes  
 Policy 7.19 Biodiversity and Access to Nature

### London Borough of Tower Hamlets Unitary Development Plan 1998 (as saved September 2007)

DEV1 Design Requirements  
 DEV2 Environmental Requirements

DEV15 Tree Retention  
DEV50 Noise  
DEV51 Contaminated Soil  
DEV57 Nature Conservation and Ecology  
DEV63 Green Chains  
DEV69 Efficient Use of Water  
EMP1 Promoting Economic Growth & Employment Opportunities  
T10 Priorities for Strategic Management  
T16 Traffic Priorities for New Development  
T18 Pedestrians and the Road Network  
T21 Pedestrians Needs in New Development  
OSN3 Blue Ribbon Network  
U2 Development in Areas at Risk from Flooding  
U3 Flood Protection Measures

Core Strategy Development Plan Document (Adopted September 2010)

SP04 Creating a green and blue grid  
SP09 Creating attractive and safe streets and spaces  
SP10 Creating distinct and durable places  
SP11 Working towards a zero-carbon borough

Managing Development - Development Plan Document (DPD) Draft Proposed Submission Version Jan 2012

DM13 Sustainable Drainage  
DM14 Managing Waste  
DM15 Local Job Creation and Investment  
DM20 Supporting a Sustainable Transport Network  
DM21 Sustainable Transport of Freight  
DM22 Parking  
DM23 Streets and Public Realm  
DM24 Place Sensitive Design  
DM25 Amenity  
DM26 Building Heights  
DM27 Heritage and Historic Environment  
DM29 Zero-Carbon & Climate Change  
DM30 Contaminated Land & Hazardous Installations

**JUSTIFICATION FOR GRANTING CONSENT**

The LTGDC's decision to grant planning permission was based on careful consideration of the relevant policies contained within the adopted London Plan, the the London Borough of Tower Hamlets Unitary Development Plan 1998 (as saved September 2007), Core Strategy 2010 and draft Managing Development DPD 2012 and other material considerations. In deciding to approve the application, the LTGDC did not find sufficient harm to outweigh the material considerations in favour of the application.

Signed

Director of Planning

Date of Decision:

Date Issued:

DRAFT

## TOWN AND COUNTRY PLANNING ACT 1990

### Notice to Applicant of Rights of Appeal

- 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 at 3/05 Kite Wing, Temple Quay Square, 2 The Square, Temple Quay, Bristol, BS1 6PN. A copy of the completed appeal form should be sent to the London Thames Gateway Development Corporation.
- 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.

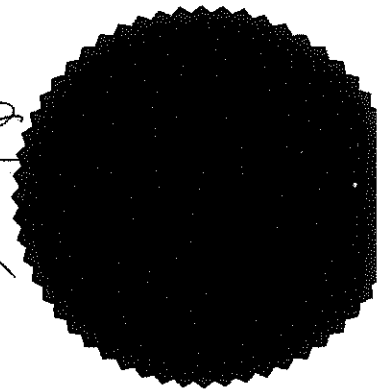
### Purchase Notices

- If either the Local Planning Authority or the Secretary of State for Communities and Local Government refuses to grant planning 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.



EXECUTED as a DEED by LONDON THAMES GATEWAY DEVELOPMENT CORPORATION by the affixing of its Common Seal and delivered in the presence of:

*[Handwritten signature]*  
*[Handwritten signature]*



EXECUTED as a DEED by FORMANS FISH ISLAND LLP acting by two members

Member *[Handwritten signature]*  
Member *[Handwritten signature]*

EXECUTED as a DEED by SALMON COURT LLP acting by two members

Member *[Handwritten signature]*  
Member *[Handwritten signature]*

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written

SIGNED AND DELIVERED by

.....

in the presence of :

.....  
Attorney of  
National Westminster Bank Plc

Witness signature .....

Witness name .....

Witness address .....

.....

Signed and Delivered as a deed  
For and on behalf of  
National Westminster Bank Plc  
By a duly authorised Attorney

in the presence of *LESLEY JOHNSON*

*[Handwritten signature]*

Witness' Signature-Bank employee

*[Handwritten signature]*  
JOHN YVES DOCUMENTATION  
RES17 DOCUMENT147.02  
16297961M06

