

DATED 27 January 2017

UNILATERAL UNDERTAKING GIVEN BY DEED

BY

**THE LONDON LEGACY DEVELOPMENT CORPORATION
(as Owner)**

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

relating to amendments to the Secondary School as part of the Legacy Communities Scheme, Queen Elizabeth Olympic Park (application references 16/00035/FUL and 16/00197/NMA)

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

**WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL**

Hogan Lovells International

**HOGAN LOVELLS
INTERNATIONAL LLP
ATLANTIC HOUSE
HOLBORN VIADUCT
LONDON EC1A 2FG**

*UP
2-2-17*

THIS UNILATERAL UNDERTAKING is given on 27 January 2017

BY the LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ ("the Owner")

IN FAVOUR OF

the LOCAL PLANNING AUTHORITY from time to time.

RECITALS

Background

- (A) The London Legacy Development Corporation ("LLDC") is a Mayoral Development Corporation ("MDC") established under the Localism Act 2011 and the London Legacy Development Corporation (Establishment) Order 2012 for an area which straddles the boundaries of the four Host Boroughs.
- (B) An MDC's statutory purpose is to secure the regeneration of its area. In support of this statutory purpose, LLDC holds land transferred to it under various statutory transfer schemes and can exercise a range of powers over that land, including management, development and disposal to third parties. This land includes the Developer's Land, details of which are set out in Schedule 1 to this Deed.
- (C) LLDC is the owner of the Developer's Land to which this Deed relates. Details of LLDC's interests in the Developer's Land are set out in Schedule 1 to this Deed.
- (D) Within its area and pursuant to the London Legacy Development Corporation (Planning Functions) Order 2012, LLDC is also the local planning authority for the purposes of Part 3 of the 1990 Act. It exercises this power in place of the Host Boroughs.
- (E) LLDC's Board has delegated the exercise of LLDC's planning functions to a department within LLDC known as PPDT. Although it acts independently, PPDT remains part of the same legal entity as LLDC.
- (F) LLDC (acting through PPDT) is therefore the Local Planning Authority for the area within which the Developer's Land and the Site are located.
- (G) At the time this Deed is entered into, it is expected that that LLDC will be a time limited organisation and planning powers will eventually revert to the Host Boroughs or transfer to a successor organisation(s).

Legacy Communities Scheme

- (H) The Olympic Park Legacy Company (the predecessor owner of the Developer's Land) submitted a planning application to the Olympic Delivery Authority (the then local planning authority) on 30 September 2011 for the residential-led legacy redevelopment of the Site.
- (I) On 28 September 2012 the Olympic Delivery Authority, London Legacy Development Corporation (as Owner) and Transport for London entered into the Original Agreement and the Original Permission for such residential-led legacy redevelopment of the Site was granted.
- (J) Under the terms of the Enforcement Protocol, in the event the Original Agreement is to be varied, PPDT and LLDC (as Owner) will agree the extent of the variations to the Original Agreement albeit that a formal deed of variation cannot be entered into.

The Applications

- (K) David Ross Education Trust submitted the Secondary School Application to the LPA for determination. LLDC submitted the NMA Application to the LPA for determination. On 24 May 2016 the LPA resolved to approve the Applications subject to agreeing the terms of this Deed, the Reciprocal Undertaking and the Draft Deed.
- (L) In its role as LPA, LLDC considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Revised Development in the manner set out in the Draft Deed.
- (M) In its role as land owner, LLDC is satisfied that the planning obligations contained in the Draft Deed meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (N) LLDC recognises that as a matter of law, as both landowner and local planning authority LLDC it is unable to secure the obligations set out in the Draft Deed by way of a bilateral agreement concluded with itself.
- (O) To overcome this obstacle, LLDC as landowner unilaterally undertakes herein to abide by the terms of and to perform the Developer's obligations set out in the Original Agreement as though the Original Agreement had been formally varied by the Draft Deed attached hereto at Annex 1 thereby binding itself and with the intention of binding its interests in the Developer's Land.
- (P) To the extent that obligations incorporated into this Deed fall within the scope of Section 106 (1) of the 1990 Act, LLDC as Owner of the Developer's Land intends that they create planning obligations for the purpose of Section 106 of the 1990 Act binding itself and its interests in the Developer's Land. LLDC intends that such obligations will be enforceable against any Owner of the Developer's Land or any part of it under Section 106 (3) of the 1990 Act in accordance with the provisions of this Deed.
- (Q) To the extent that such obligations fall outside of the scope of Section 106 (1) of the 1990 Act, LLDC as Owner intends that they will be enforceable against the LLDC in accordance with the normal principles of contract law.
- (R) In addition the LPA has entered into the Reciprocal Undertaking with the intention of binding itself and its successors in function with the terms and obligations set out in the Original Agreement as though it had been varied by the Draft Deed.
- (S) LLDC also recognises that while it is both Owner and LPA, it cannot enforce the obligations secured by this deed against itself. If a breach of the terms of this deed occurs while LLDC is both Landowner and LPA, LLDC and PPDT will seek to resolve that breach in accordance with the terms of the Enforcement Protocol.
- (T) Once land from within the Developer's Land is transferred to a third party and the obligations contained in this Deed can be enforced against such third party in accordance with clause 2.2 of this Deed or once LLDC's planning functions pass to a successor local planning authority, then LLDC intends that the obligations in this Deed automatically crystallise as planning obligations under section 106 of the 1990 Act and will be enforceable in accordance with the terms of this Deed.
- (U) As LPA, LLDC has approved the Applications subject to conditions and the requirements of the Draft Deed as secured by this Deed and issued the Approvals on the same date as this Deed.
- (V) This Deed is to be read alongside the Reciprocal Undertaking.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

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

1990 Act means the Town and Country Planning Act 1990 (as amended).

Applications means together the NMA Application and the Secondary School Application.

Approvals means together the approvals issued pursuant to the NMA Application and the Secondary School Application.

Developer means the Developer as defined in the Draft Deed.

Developer's Land means the land shown edged red on Plan 1 (and the details of the interests LLDC owns in the Developer's Land are set out in Schedule 1 to this Deed).

Draft Deed means the draft deed attached to this Deed at Annex 1.

Enforcement Protocol means the protocol for enforcing the terms of this Deed contained at Annex 2 as approved by PPDT's planning committee at its meeting on 29 April 2014 and as approved by LLDC as amended from time to time.

Host Boroughs means the London Boroughs of Hackney, Newham, Tower Hamlets and Waltham Forest and their respective successors in function.

Local Planning Authority or LPA means at the date of this Deed, the London Legacy Development Corporation in its function as local planning authority (acting through PPDT) for the area within which the Developer's Land is located, and includes any successors in that function.

NMA Application means the application with reference 16/00197/NMA made pursuant to section 96A of the 1990 Act for revisions to the Original Permission as varied by the S73 Permission to amend the wording of condition LCS0.147 describing the trigger point for the delivery of publically accessible open space in Planning Delivery Zone 12 from 'prior to the school being completed' to 'prior to occupation of 50% of all residential units within this PDZ'.

Original Permission means permission for the legacy redevelopment of the Developer's Land granted by the Olympic Delivery Authority and given reference 11/90621/OUTODA.

Original Agreement means the agreement entered into pursuant to the 1990 Act in respect of the Original Permission as deemed to be varied by the unilateral undertakings as set out in Annex 5.

Plan 1 means the plan marked Plan 1 identifying the Developer's Land and attached to this Deed at Annex 3.

Plan 2 means the plan marked Plan 2 identifying the Site and attached to this Deed at Annex 3.

Planning Policy & Decisions Team or PPDT means the department within the legal entity known as the London Legacy Development Corporation to which LLDC's planning functions have been delegated by a Board resolution made on 27 September 2012.

Reciprocal Undertaking means a completed unilateral undertaking of even date with this Deed given by LLDC as LPA in which the LPA undertakes for the benefit of the Owner of the Developer's Land to abide by the terms and to comply with the obligations given on the part of the LPA contained in the Original Agreement as though it had been varied by the Draft Deed.

Revised Development means the development to be carried out pursuant to the Approvals.

Secondary School Application means the application with reference 16/00035/FUL for the erection of a six storey building (maximum height +30.2m AOD) to provide a six form entry secondary school (up to 1,140 pupils) including sixth form (maximum 10,045sqm GEA floorspace), with associated highways and landscaping works.

S73 Permission means the permission granted pursuant to section 73 of the 1990 Act to amend the Original Permission granted by the LLDC as LPA and given reference 14/00036/VAR

Site means the land benefiting from the Original Permission and the S73 Permission and shown edged red on Plan 2.

All other definitions shall have the same meaning as set out in the Original Agreement.

2. OPERATION OF THIS UNILATERAL UNDERTAKING

2.1 This unilateral undertaking is given by Deed entered into pursuant to Section 106 of the 1990 Act.

2.2 To the extent that the obligations, covenants, undertakings, restrictions and agreements undertaken by the Owner under Clause 4 of this Deed constitute planning obligations for the purposes of Section 106 of the 1990 Act, the Owner undertakes that they shall bind the Owner's freehold & leasehold interests in the Developer's Land details of which are set out in Schedule 1 and shall be enforceable under Section 106 (3) of the 1990 Act not only against the Owner but also against any freehold or leasehold successors in title to or assigns of the Owner and/or any person claiming through or under the Owner a freehold or leasehold interest or estate in the Developer's Land in accordance with the following provisions:

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

2.2.2 after LLDC's function as the local planning authority for the Developer's Land has been transferred to a successor planning authority, this Deed shall be enforceable by such successor local planning authority;

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

2.3 While LLDC is both the Owner and the local planning authority, LLDC will comply with the terms of the Enforcement Protocol.

2.4 To the extent that the obligations, covenants, undertakings, restrictions and agreements undertaken by the Owner under Clause 4 of this Deed do not constitute planning obligations for the purposes of Section 106 of the 1990 Act, the Owner intends that they shall be enforceable in contract by any successor authority to the LLDC's planning functions.

3. CONDITIONALITY

3.1 This Unilateral Undertaking is conditional on the grant of the Approvals and the LPA entering into a Reciprocal Undertaking.

4. OWNER'S COVENANTS IN FAVOUR OF THE LPA

4.1 The Owner undertakes in favour of the LPA that it shall observe and perform the terms, obligations, covenants, undertakings, restrictions and agreements imposed on the Developer by the Original Agreement as though it had been amended by the Draft Deed and where the Owner is LLDC, undertakes in favour of the LPA and TfL that it shall observe and perform the terms, obligations, covenants, undertakings, restrictions and agreements imposed on LLDC by the Original Agreement as though it had been amended by the Draft Deed.

4.2 Within seven Working Days of the Owner disposing of a freehold or leasehold interest in all or any part of the Developer's Land it shall notify the LPA of such transaction PROVIDED THAT the Owner shall not be required to provide such notification in respect of any third party against whom the provisions of this Deed cannot be enforced pursuant to Clause 2.2 of this Deed.

4.3 Subject to Clause 4.4 the Owner shall not transfer any interest in the Developer's Land to a transferee against whom the terms of this Deed could be enforceable in accordance with clause 2.2 above without first imposing a legally enforceable obligation on the transferee to complete the Draft Deed with the LPA within twenty-eight days of the completion of such transfer, binding such transferred interest. The Owner shall ensure that such obligation to complete the Draft Deed is enforceable by the LPA under the Contracts (Rights of Third Parties) Act 1999 (as amended) PROVIDED THAT where any obligations in the Draft Deed have been superseded and/or further amended by any subsequent variation to the Original Agreement the Draft Deed shall be amended accordingly.

4.4 The obligation in Clause 4.3 shall not apply if:

4.4.1 the interest in the Developer's Land which is being transferred has already been bound by a completed Draft Deed or has already been bound by any further variation to the Original Agreement which supersedes the obligations to be varied by the Draft Deed; or

4.4.2 the obligations which the Draft Deed proposes to amend cannot be enforced against the interest in the Developer's Land which is being transferred.

4.5 The Owner undertakes in favour of the LPA that from the date hereof the Development shall not be carried out other than in accordance with the Approvals or any subsequent changes to the Approvals as are approved in writing by the LPA from time to time.

5. LEGAL BASIS

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

6. RIGHTS OF THIRD PARTIES

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

7. CONFLICT

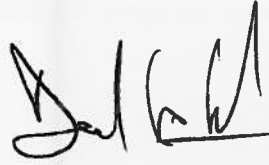
7.1 In the event of any conflict between the terms of this Deed and of the completed Draft Deed the latter will take precedence.

8. LOCAL LAND CHARGE

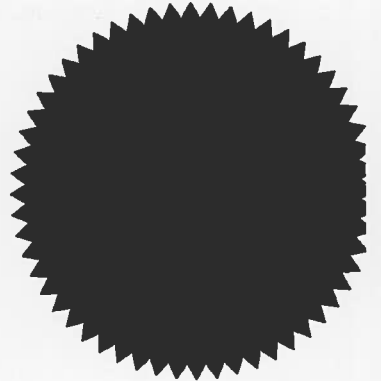
8.1 This Deed is a local land charge and is intended to be registered as such.

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

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



Authorised signatory



#1799

SCHEDULE 1

THE OWNER'S INTERESTS IN THE DEVELOPER'S LAND (TITLE NUMBERS)

FREEHOLD INTERESTS

1.	EGL266376	19.	AGL221079
2.	EGL533915	20.	EGL562684
3.	EGL557358	21.	EGL571226
4.	EGL561666	22.	EGL554302
5.	EGL533903	23.	EGL573078
6.	EGL533911	24.	EGL560513
7.	EGL562488	25.	EGL561244
8.	EGL533902	26.	EGL533904
9.	EGL527339	27.	EGL533909
10.	EGL571797	28.	EGL558925
11.	EGL562116	29.	EGL533913
12.	EGL572037	30.	EGL533916
13.	EGL574494	31.	EGL573100
14.	EGL572930	32.	[not used]
15.	EGL562684	33.	EGL356763
16.	EGL561805	34.	EGL533914
17.	TGL342249	35.	EGL533901
18.	EGL533910	36.	EGL556410
37.	TGL363543		

PART 1

LEASEHOLD INTERESTS

1.	63721	8.	NGL402655
2.	EGL151055	9.	EGL526862
3.	EGL157814	10.	EGL548490
4.	EGL221056	11.	EGL548491
5.	EGL428163	12.	NGL357211
6.	EGL534233	13.	EGL10453
7.	NGL80118		

PART 2

LAND OVER WHICH THE OWNER HAS AN EQUITABLE INTEREST

1.	EGL7626
2.	[TITLE CANCELLED]

ANNEX 1
DRAFT DEED

DATED

201[7]

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

SUPPLEMENTAL DEED AND DEED OF VARIATION TO THE PLANNING OBLIGATION DATED 28 SEPTEMBER 2012 FOR THE LEGACY COMMUNITIES SCHEME, QUEEN ELIZABETH OLYMPIC PARK relating to applications 16/00035/FUL and 16/00197/NMA submitted in relation to the Secondary School

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

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THIS AGREEMENT is made on

201[7]

BETWEEN:

- (1) [LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ] OR [LOCAL PLANNING AUTHORITY]¹ (the "LPA"); and
- (2) [LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ] OR [DEVELOPER]² (the "Developer").]

RECITALS

Parties

- (A) The London Legacy Development Corporation ("LLDC") is the local planning authority for the Site for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in the Original Agreement are enforceable. Where in this Deed the LLDC is referred to in its capacity as the local planning authority, the LLDC is termed the "LPA".
- (B) The LLDC is also the freehold owner of the Developer's Land. Where in this Deed the LLDC is referred to in its capacity as freehold owner it is termed the "Owner".
- (C) [The Developer is the ([freehold/leasehold] owner of [**] details of which are set out in Schedule 1 to this Deed).]

Background

- (D) The Olympic Park Legacy Company (OPLC) submitted the Planning Application to the Olympic Delivery Authority (as local planning authority) on 30 September 2011 for the legacy redevelopment of the Queen Elizabeth Olympic Park (defined in the Original Agreement as the "Development").
- (E) On 1 April 2012, the Secretary of State for Communities and Local Government created the London Legacy Development Corporation (LLDC) pursuant to the London Legacy Development Corporation (Establishment) Order 2012 as the successor organisation to the OPLC. LLDC took on responsibility for promoting the application submitted by the OPLC for the Development.
- (F) On 26 June 2012 the Olympic Delivery Authority (as local planning authority) resolved to grant the outline planning permission pursuant to the Planning Application for the Development subject to the completion of an agreement pursuant to Section 106 of the 1990 Act.
- (G) On 28 September 2012 the Olympic Delivery Authority (ODA), LLDC (as developer) and Transport for London entered into an agreement pursuant to Section 106 of the 1990 Act in respect of the Planning Permission (the "Original Agreement") and the Planning Permission was granted.
- (H) On 1 October 2012 the Olympic Delivery Authority's planning functions and powers were transferred to the London Legacy Development Corporation and the London

¹ Insert details of successor LPA in the event the transfer of LLDC PPDT's planning powers to another entity triggers the entering into of this deed.

² Insert details of successor in title as appropriate

Legacy Development Corporation became the local planning authority for the Site for the purposes of Part 3 of the 1990 Act ("PPDT") with the effect that the local planning authority and the developer became the same legal entity. Because LLDC could not contract with itself, LLDC could not vary the Original Agreement if changes were required to be made to it while LLDC was both landowner and local planning authority.

- (I) The Original Agreement is drafted so that it attaches not only to development carried out under the planning permission as it was granted on 28 September 2012 ("the Original Planning Permission"), but also to development carried out pursuant to any variations to the Original Planning Permission, or planning permission for any development on the Developer's Land which is related to or carried out in substitution for development authorised under the Original Planning Permission.

Applications

- (J) On 12 February 2016 David Ross Education Trust submitted to the LPA the Secondary School Application and on 3 May 2016 the Owner submitted to the LPA the NMA Application.
- (K) In order to deliver the Secondary School as envisaged by the Approvals, the Original Agreement needs to be amended in accordance with the provisions set out in Clause 7 of this Deed.
- (L) On 24 May 2016 the planning committee of the LPA resolved to grant the Approvals subject to agreeing the terms of this Deed and the completion of unilateral undertakings securing the terms of this Deed.

The Unilateral Undertakings

- (M) On the date that the Approvals were issued, LLDC was both the planning authority and landowner of the Developer's Land (excluding an interest in part of PDZ 6 which had already been granted to Chobham Manor LLP). As explained above for this reason LLDC could not complete this Deed.
- (N) To ensure that the provisions set out in Clause 7 of this Deed would nonetheless be legally binding, the Owner gave a unilateral undertaking to the LPA on [**] 2016 to observe and perform the terms of the Original Agreement in relation to the Developer's Land as though it had been varied by this Deed ("UU1"). UU1 was given under section 106 of the 1990 Act and is binding on both the Owner's interests in the Developer's Land and on the interests in that land of any successors in title.
- (O) In return for UU1, the LPA gave a reciprocal undertaking on [**] 2016 in which (conditional on the performance of the Original Agreement as deemed to be varied by this Deed) it was bound to only enforce the Original Agreement as though it had been effectively varied by this Deed ("UU2"). UU2 was given for the benefit of any owner of the Developer's Land from time to time.
- (P) If LLDC's planning function is transferred to a successor organisation, it is expected that UU2 will be transferred to and binding on the successor local planning authority under a formal scheme of transfer.
- (Q) UU1 and UU2 by themselves do not vary the Original Agreement. Instead, they are binding promises on the part of the owners of the Developer's Land and on the part of the local planning authority to treat the Original Agreement as though it had been varied in accordance with the terms of this Deed.

Deed of Variation

- (R) This Deed is drafted as a simple deed of variation to the Original Agreement to be made under section 106A of the 1990 Act. The variations are effected by Clause 7 of this Deed.
- (S) This Deed is not itself made under section 106. The reason for this is to simplify the process of any future variations to the Original Agreement. Should these become necessary, the intention is that they will be effected by varying just the Original Agreement (as already amended) and UU1 & UU2 without also having vary this Deed.
- (T) Notwithstanding the fact that this Deed is not itself made under section 106 of the 1990 Act, once completed the variations this Deed makes to the Original Agreement will be enforceable against the parties to this deed and their successors in title because of the binding nature of the Original Agreement described in Recital H above and because of the effect of UU1 described below.
- (U) The variations envisaged in clause 7 of this Deed relate to obligations that only apply to PDZ4 (Sweetwater) and PDZ12 (Rick Roberts Way).

Role of this Deed

- (V) UU1 requires at clause 4.3 certain persons acquiring title to all or any part of the Developer's Land to enter into this Deed. The purpose of this Deed (once completed) is to create certainty particularly as to how the local planning authority will manage the amended development.
- (W) Because this Deed seeks (amongst other variations) to vary site-wide obligations, section 106A of the 1990 Act requires any party against whom such obligations are enforceable (such as the owners of the Secondary School, Second Primary School SPS Playing Fields and SS Playing Fields) be a party to this Deed.
- (X) The LPA recognises that some interests affected by the amendments to be secured by this Deed may not be willing or able to be a party to this Deed. In these circumstances, the LPA considers that this Deed (incorporating appropriate amendments) need only be completed by the LPA (from time to time) and the third party required to enter into this Deed by Clauses 4.3 and 4.4 of UU1. As regards the amended site-wide obligations secured under UU1, other parties can rely on and enforce the LPA's promises given for their benefit in UU2.
- (Y) For the avoidance of doubt, the LPA acknowledges that when completed, this Deed may include such further amendments to the Original Agreement (including amendments to these recitals and any of the terms of Clause 7 of this Deed) and such other terms as are appropriate and/or necessary to accommodate any further changes to the Original Planning Permission which the LPA (from time to time) approves.

OPERATIVE PROVISIONS:

1. INTERPRETATION

- 1.1 In this Deed (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions have the following meanings:

"Approvals" means together the approvals issued pursuant to the NMA Application and the Secondary School Application;

"NMA Application" means the application with reference 16/00197/NMA made pursuant to section 96A of the 1990 Act for revisions to the Original Permission as varied by the S73 Permission to amend the wording of condition LCS0.147 describing the trigger point for the delivery of publically accessible open space in Planning Delivery Zone 12 from 'prior to the school being completed' to 'prior to occupation of 50% of all residential units within this PDZ';

"Original Agreement" means the agreement dated 28 September 2012 and made in respect of the Planning Permission between (1) the Olympic Delivery Authority, (2) the London Legacy Development Corporation (as developer) and (3) Transport for London pursuant to Section 106 of the 1990 Act as the same may be varied from time to time prior to the date of this Deed;

"Secondary School Application" means the application with reference 16/00035/FUL for the erection of a six storey building (maximum height +30.2m AOD) to provide a six form entry secondary school (up to 1,140 pupils) including sixth form (maximum 10,045sqm GEA floorspace), with associated highways and landscaping works;

"S73 Permission" means the permission granted pursuant to section 73 of the 1990 Act to amend the Original Planning Permission granted by the LLDC as LPA and given reference 14/00036/VAR.

- 1.2 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed save where the context otherwise dictates.
- 1.3 In this Deed:
- 1.3.1 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.3.2 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.4 The Interpretation Act 1978 shall apply to this Deed.
- 1.5 The "Deed" includes the Schedules and Recitals to this Deed.
- 1.6 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to:
- 2.1.1 section 106A of the 1990 Act; and
- 2.1.2 [sections 201, 205 and 206 of the 2011 Act, section 156, Schedule 10 and Schedule 11 of the Greater London Authority Act 1999 and all other powers so enabling.]³
- 2.2 Save as set out in Clause 7 below nothing in this Deed shall be construed as amending in any way the provisions of the Original Agreement and all provisions of the Original Agreement shall continue in full force and effect and nothing in this Deed

³ Amend with relevant local authority powers if LLDC is not a party to this Deed as the LPA

shall otherwise release or absolve any party from its obligations under the Original Agreement.

3. CONDITIONALITY

Save where expressly provided for in this Deed this Deed is conditional upon and shall not take effect until the Approvals have been granted.

4. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this Deed do not intend that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

5. JURISDICTION AND LEGAL EFFECT

5.1 This Deed shall be governed by and interpreted in accordance with the law of England.

5.2 The provisions of this Deed (other than this Clause 5.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

6. EXECUTION

The Parties have executed this Deed as a deed and it is delivered on the date set out at the front of this Deed.

7. VARIATION OF THE ORIGINAL AGREEMENT

7.1 The Original Agreement is varied as follows:

7.1.1 Clause 2.10 is deleted and replaced with the following:

"2.10 This Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of the individual Residential Units, individual Non Residential Units or individual Interim Uses of the Development except in respect of the obligations in:

2.10.1 paragraph 15 of Schedule 3 (Affordable Housing) which shall be enforceable against owners, occupiers and lessees of Affordable Housing Units unless and until they exercise their statutory right to buy in the case of Social Rented Units or Staircase to 100% in the case of Share Ownership Units; and

2.10.2 paragraph 5.1.5 to 5.1.8 (inclusive), 5.2.5 to 5.2.8 (inclusive) and 5.3.2 – 5.3.4 (inclusive) of Schedule 8 which shall be enforceable against the lessee in occupation of the FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields respectively."

7.1.2 Recital (A) of Schedule 8 is deleted and replaced with the following:

"The Planning Application seeks consent for two three form entry primary schools and a six form entry secondary school together with nursery facilities. Planning permission for the Secondary School has been granted and it will now be delivered on PD23 and not within the Site."

- 7.1.3 The definitions of "Community Track", "Community Track Planning Permission" and "Secondary School Planning Permission" are added to Schedule 8 as follows:

"Community Track" means the community track and infield, club house and spectator stands to be constructed within PDZ3 pursuant to the Community Track Planning Permission;

"Community Track Planning Permission" means planning permission 12/00066/FUM dated 12 August 2013;

"Secondary School Planning Permission" means the full planning permission for the Secondary School given planning permission reference 16/00035/FUL."

- 7.1.4 The definitions of "Playing Fields Dual Use Agreement", "Secondary School", "SPS Playing Fields Management Plan", "SS Location Report", "SS Playing Fields" and "SS Specification" in Schedule 8 are deleted and replaced with the following:

"Playing Fields Dual Use Agreement" means an agreement or agreements securing the use of the Playing Fields on the following terms:

1. the use of the Playing Fields during School Hours for exclusive use by:
 - (a) in respect of the FPS Playing Fields, the Education Provider(s) for the First Primary School and the Gainsborough School;
 - (b) in respect of the SPS Playing Fields, the Education Provider for the Second Primary School and the Education Provider for the Secondary School;
 - (c) in respect of the Community Track, the Education Provider for the Secondary School; and
2. the use of the FPS MUGA and the SPS MUGA outside School Hours by the general public and at no charge (such hours of use to be agreed with the LPA through the approval of the FPS Playing Fields Management Plan and the SPS Playing Fields Management Plan);

"Secondary School" means a new six form entry secondary school capable of providing a minimum of 1,125 places for pupils (based on DfE Guidance) to be located on DP12.2 (or such other location to be agreed by the LPA through the approval of the SS Location Report) and to be provided in accordance with the SS Specification;

"SPS Playing Fields Management Plan" means a scheme for the management and maintenance (and repair and renewal) of the SPS Playing Fields and all facilities therein (including the SPS MUGA, lighting, security equipment and drainage) to include the use of the SPS Playing Fields by the Education Provider for the Secondary School and shall set out the hours outside School Hours for use by the general public;

"SS Location Report" means a report setting out whether the hazardous substances consent in respect of the gas holders within PDZ12 has been revoked as at the date of the SS Location Report and in the event such hazardous substances consent has not been so revoked, such report shall

Identify an alternative location for the Secondary School and the SS Playing Fields;

"SS Playing Fields" means the SPS MUGA and the Community Track;

"SS Specification" means the specification for the Secondary School to be submitted to and approved by the LPA in accordance with paragraph 4, which specification shall include as a minimum:

1. a GEA of at least 8,750m²;
2. principles to ensure the safety of the temporary (if any) and permanent routes (walking and cycling) to and from the Secondary School including crossing points, external lighting and surfacing materials of such routes; and
3. compliance with the requirements of the relevant DfE Guidance;"

7.1.5 The definitions of "SS MUGA", "SS Playing Fields Management Plan" and "SS Playing Fields Specification" in Schedule 8 are deleted in their entirety.

7.1.6 Paragraph 4.2 of Schedule 8 is deleted and replaced with the following:

"4.2 By no later than the Occupation of 2,700 (two thousand seven hundred) Residential Units which are permitted to be constructed across the Development the Developer shall:

4.2.1 secure an Education Provider for the Secondary School, and the LPA hereby acknowledges that an Education Provider for the Secondary School has already been secured; and

4.2.2 within one month of approval by the LPA of the Secondary School Planning Permission submit to the LPA for Approval the heads of terms of the Schools Lease in respect of the Secondary School PROVIDED THAT the LPA shall not be entitled to refuse to Approve the heads of terms of the Schools Lease where such heads of terms are reasonably commercially acceptable to Education Providers."

7.1.7 Paragraph 4.3 of Schedule 8 is deleted and replaced with the following:

"4.3 [Not used]."

7.1.8 Paragraph 4.5 of Schedule 8 is deleted and replaced with the following:

"4.5 Prior to the submission of the planning application for the Secondary School Planning Permission, the Developer shall agree with the Education Provider for the Secondary School the scope of works that the Developer will carry out and complete in order to construct the Secondary School and the SS Playing Fields (such scope of works not to exceed the Schools Cost Cap for the Secondary School and the SS Playing Fields and be as a minimum the SS Specification and the SS Playing Fields Specification) PROVIDED THAT in the event the scope of works proposed by the Education Provider would result in the Schools Cost Cap for the Secondary School and the SS Playing Field being exceeded the Developer, the LPA and the Education Provider will work together to amend the scope of work and/or the SS Specification and/or the

SS Playing Fields Specification such that the Schools Cost Cap for the Secondary School and the SS Playing Fields is not exceeded."

7.1.9 Paragraph 4.6 of Schedule 8 is deleted and replaced with the following:

"4.6 The Developer shall submit to the LPA for approval the SS Location Report and the SS Specification at the same time as the application for the Secondary School Planning Permission is submitted, such submission to be accompanied by evidence of the approval of the Education Provider for the Secondary School."

7.1.10 Paragraph 5.2.4 of Schedule 8 is deleted and replaced with the following:

"5.2.4 The Developer shall not Occupy more than 4,750 (four thousand seven hundred and fifty) Residential Units which are permitted to be constructed across the Development unless and until the SPS Playing Fields have been completed in accordance with the SPS Playing Fields Specification and made available for use by the Second Primary School and the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA."

7.1.11 Paragraph 5.3 of Schedule 8 is deleted and replaced with the following:

"5.3.1 The Developer shall not Occupy more than 4,000 (four thousand) Residential Units which are permitted to be constructed across the Development unless and until the SPS MUGA has been completed in accordance with the SPS Specification and the Community Track has been completed in accordance with the Community Track Planning Permission and the SS Playing Fields are made available for use by the Secondary School and the SPS Playing Fields Management Plan has been approved by the LPA."

5.3.2 Following completion of the SPS Playing Fields, unless the SPS Playing Fields are leased to the Education Provider of the Second Primary School (in which case paragraph 5.3.3 shall apply), the Developer shall operate, manage and maintain the SPS Playing Fields for the life of the Development in accordance with the approved SPS Playing Fields Management Plan.

5.3.3 In the event that the SPS Playing Fields are leased to the Education Provider of the Second Primary School, the lease of the SPS Playing Fields shall include a requirement that the SPS Playing Fields are operated, managed and maintained in accordance with the SPS Playing Fields Management Plan.

5.3.4 In the event that the lease of the SPS Playing Fields shall require that the lessee operates, manages and maintains the SPS Playing Fields, the lessee shall operate, manage and maintain the SPS Playing Fields in accordance with the SPS Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the LPA against the lessee of the SPS Playing Fields and any person succeeding to or deriving title from or claiming an interest from such lessee."

7.1.12 Paragraph 8.3 of Schedule 8 is deleted and replaced with the following:

"8.3 The FPS Playing Fields, the SPS Playing Fields and the SS Playing Fields shall not be made available for use pursuant to

paragraphs 5.1.4, 5.2.4 and 5.3 respectively unless and until a Playing Fields Dual Use Agreement has been entered into between the Developer and the Education Provider and/or any other third party whose participation in the Playing Fields Dual Use Agreement is necessary."

SCHEDULE 1
Interests in the Site

SIGNED as a Deed by)
[Local Planning Authority])
in the presence of:)

Authorised Signatory

[SIGNED as a Deed by)
[Developer])
in the presence of:)

Authorised Signatory]

ANNEX 2
ENFORCEMENT PROTOCOL

LONDON LEGACY DEVELOPMENT CORPORATION

S106 ENFORCEMENT PROTOCOL

1. INTRODUCTION

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

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

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

2. OPERATION OF S106

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

² This includes deeds made under s. 106 relating to land which has been transferred to LLDC

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

3. VARIATIONS TO S106 AGREEMENTS / UNILATERAL UNDERTAKINGS

- In the event that variations to an existing section 106 agreement or unilateral undertaking to which LLDC is a party as landowner (a Principal Agreement) are required, LLDC and PPDT will negotiate a draft deed of variation to reflect the changes notwithstanding it cannot be lawfully entered into as a bilateral agreement (a "Ghost Agreement"). A copy of the Ghost Agreement will be placed on PPDT's public planning file.

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

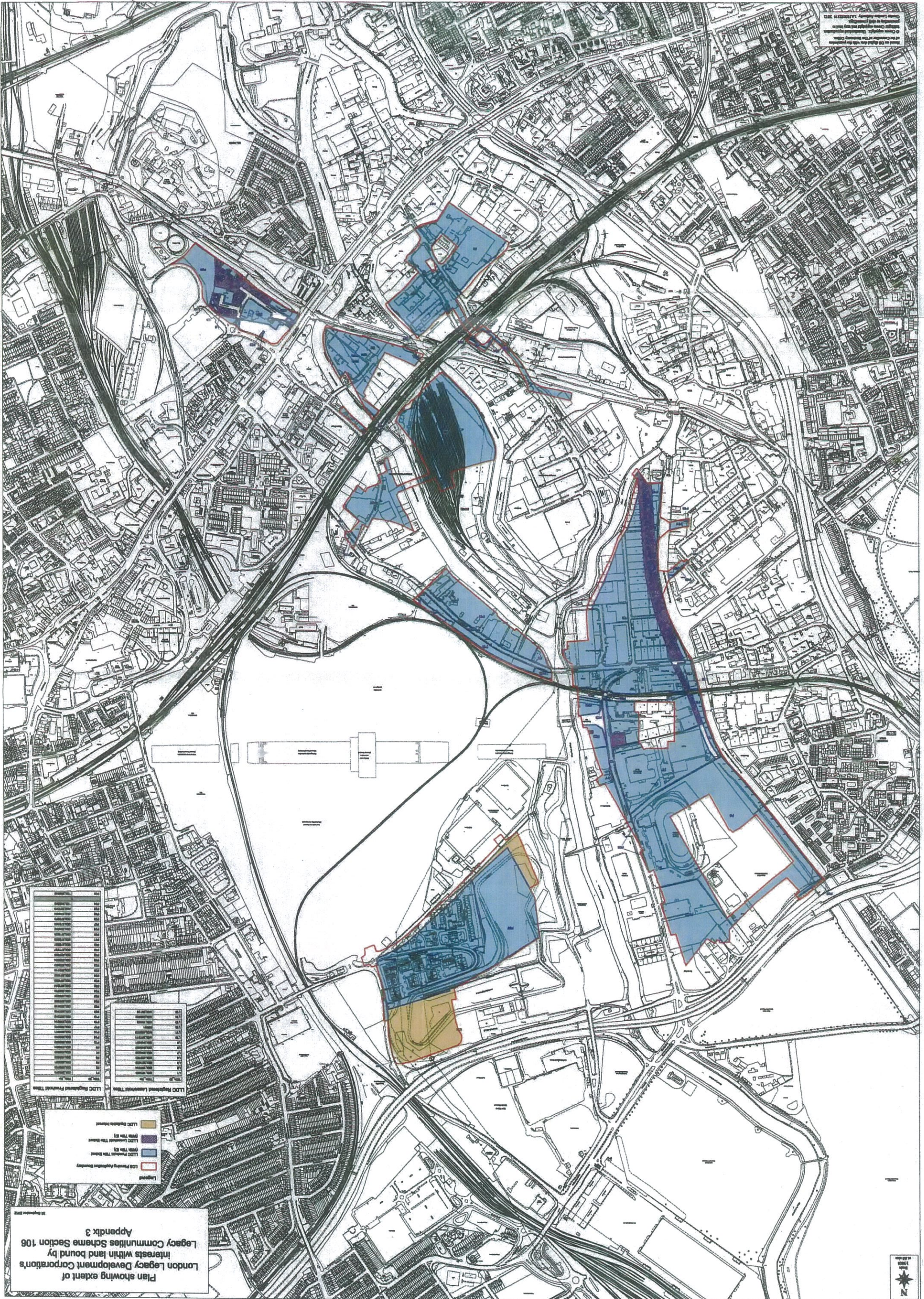
Annex 1: Dispute Resolution Procedure

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

- 12 -

ANNEX 3

PLANS



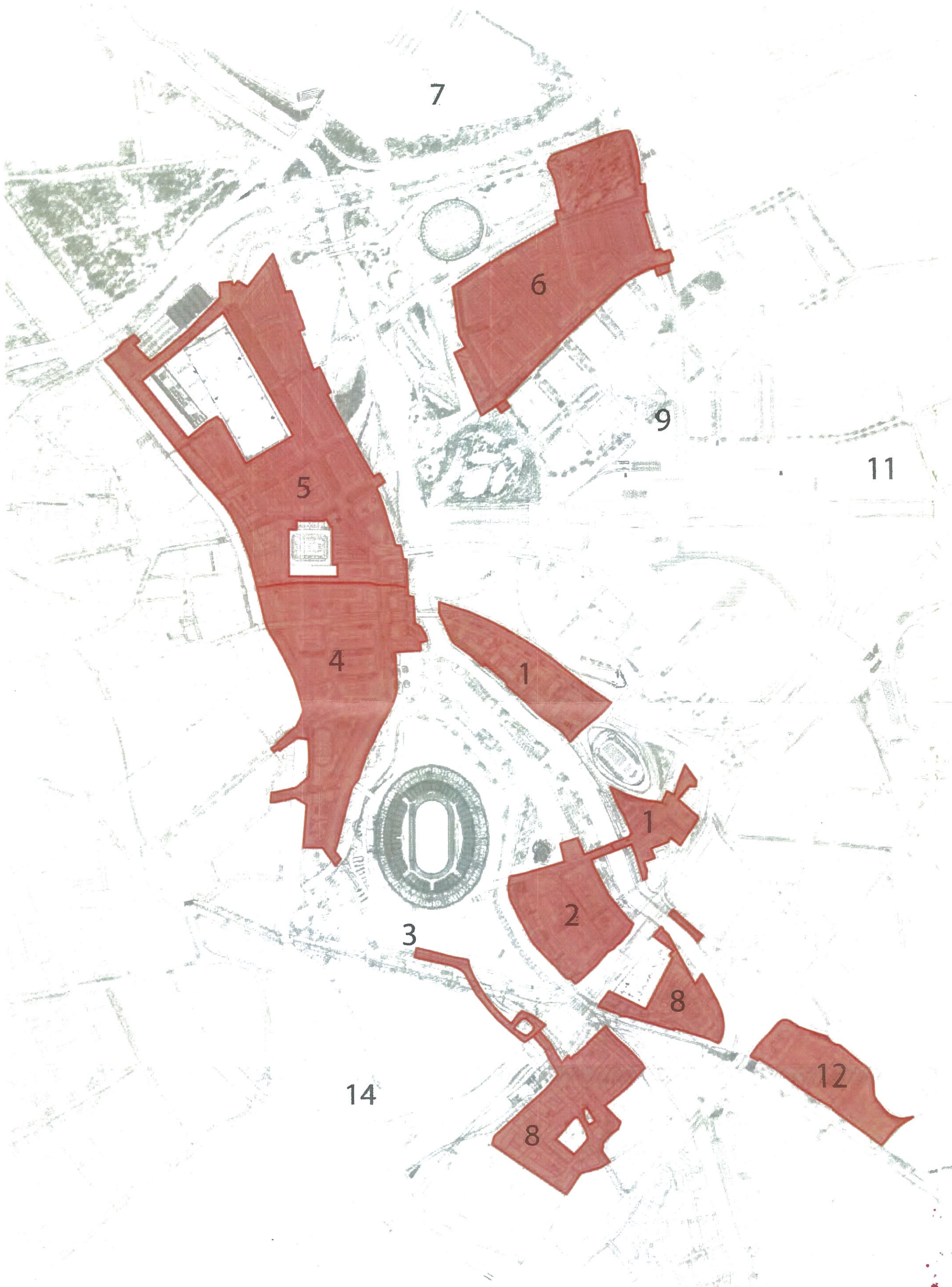
Plan showing extent of
 London Legacy Development Corporation's
 Legacy Community Scheme Section 106
 Appendix 3

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This map is the property of the
 London Legacy Development Corporation
 and should not be published or
 reproduced without their permission.





KEY

- LCS Planning Application Boundary
- Planning Delivery Zones within the LCS red line Boundary

Handwritten signature



ACCOM

Legacy Communities Scheme

The Site and Planning Delivery Zones Plan

S106 Appendix 1

Scale 1:2500 September 2012

LCS-DWG-ILL-PER-CON-GLB-013 001

PLAN 2

ANNEX 4
DRAFT APPROVALS

Jennifer Angus,
 LLDC - Development
 Level 10
 1 Stratford Place, Montfichet Road
 London
 E20 1EJ

XX-Nov-2016

Dear Sir or Madam,

RE: GRANT of Non-material Amendments to a Planning Permission.

Application No:	16/00197/NMA
Location:	Land Within The Olympic Park And Land At Pudding Mill Lane, Land At Bridgewater Road And Land At Rick Roberts Way.
Proposal:	Application for a non-material amendment to planning permission 11/90621/OUTODA to amend the wording of condition LCS0.147 describing the trigger point for the delivery of publically accessible open space in Planning Delivery Zone 12 from 'prior to the school being completed' to 'prior to occupation of 50% of all residential units within this PDZ'

I refer to your application received on 04-May-2016 and enclosures requesting non-material amendments as detailed below:

Planning Permission Reference:	11/90621/OUTODA	
Date of Permission:	28-Sep-2012	
Proposed Revisions:	To amend the wording of condition LCS0.147 describing the trigger point for the delivery of publically accessible open space in Planning Delivery Zone 12 from 'prior to the school being completed' to 'prior to occupation of 50% of all residential units within this PDZ'.	
Submitted Plans / Documents:		
PDZ (Planning Delivery Zone)	Minimum Publicly Accessible Open Space (ha)	To be provided and available for public use:
1	0.1ha	Prior to occupation of 50% of all residential units within this PDZ
2	0.5ha	Prior to occupation of 50% of all residential units within this PDZ

4	2ha	1ha prior to the occupation of 50% of all residential units within this PDZ 1ha prior to the Second Primary School being completed
5	3ha	2ha prior to the occupation of 50% of all residential units within this PDZ 1ha prior to the First Primary School being completed.
6	3ha	Prior to occupation of 50% of all residential units within this PDZ
8	0.1ha	Prior to occupation of 50% of all residential units within this PDZ
12	1.2ha	Prior to the secondary school being completed Prior to the occupation of 50% of all residential units within this PDZ.

Table 2

Minimum Publicly Accessible Open Space (ha)	To be provided and available for public use prior to occupation of:
3 ha	1000 Residential units
6 ha	2000 Residential units
9.9 ha	3000 Residential units

I confirm that the proposals are **acceptable** as non-material amendments to the planning permission noted above for the following reasons:

Condition LCS0.147 requires the provision of publicly accessible open space within each of the planning delivery zones that comprise the LCS development. The wording of condition LCS0.147 is set out below, with the requested alteration in wording shown:

"Not less than 9.9ha of Publicly Accessible Open Space shall be delivered as part of the Development, such Publicly Accessible Open Space shall be delivered on the earlier of the triggers set out in the third column of Table 1 or the second column of Table 2":

The amendment is required to decouple the trigger for the delivery of publicly accessible open space in PDZ 12 from the completion of the secondary school in PDZ 12 following the proposal to relocate the secondary school to Stadium Island (within PDZ 3).

In providing this opinion, nothing in this letter will prevent the Local Planning Authority taking any action in respect of these matters at some time in the future.

Yours faithfully,

A Hollingsworth

Anthony Hollingsworth
Director of Planning Policy & Decisions
London Legacy Development Corporation

Case Officer:	Anne Ogundiya
Direct Line:	020 3288 8823
Email:	AnneOgundiya@londonlegacy.co.uk

DRAFT

FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) (England) Order 2015

Please see notes at the end of this notice

Applicant

David Ross Education Trust (DRET)

Agent

Catherine Bruce
Savills
33 Margaret Street
London
W1G 0JD

Part I - Particulars of Application

Date of Application: 19-Feb-2016

Application No: 16/00035/FUL

Proposal: Application for full planning permission for the erection of a six storey building (maximum height +30.2m AOD) to provide a six form entry secondary school (up to 1,140 pupils) including sixth form (maximum 10,045sqm GEA floorspace), with associated highways and landscaping works.

Location: Land south of City Mill River and the Olympic Stadium (Stadium Island)

Part II - Particulars of Decision

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

1. Time limit - Full

The development shall be commenced before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991

2. Works in accordance with approved details

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with the following details and plan numbers:

INSERT PLANS AND DOCUMENTS FOR APPROVAL

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained.

3. Internal noise levels

The development shall be completed in accordance with mitigation measures described within the approved Environmental Noise Assessment Report for DRET London Free School Secondary Building HRS ref:119893-AC-1v4. The building shall not be occupied until all mitigation measures are in place.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

4. Details of External Lighting and Security

Details of any external lighting [including design, power and position of luminaries] and security surveillance equipment of external areas surrounding the building shall be submitted to and approved by the Local Planning Authority in writing before any such lighting or security equipment is installed. The development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that the details of the development are satisfactory in the interest of the visual amenity of the area, the safety and security of persons using the area and the amenity and privacy of adjoining occupiers.

5. Refuse storage

Before the first occupation of the building hereby permitted, the refuse storage arrangements shown on the approved drawings shall be provided and made available for use of the school and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

6. Construction Management Plan and Construction Logistics Plan

The Development shall not be commenced until a Site Wide construction management plan (CMP) and construction logistics plan (CLP) has been submitted to and approved by the Local Planning Authority. The objectives of the CMP shall be to ensure all construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials and limit adverse impact from poor air quality and noise. The CLP shall describe the impact upon the surrounding highway network as a result of construction operations on the site. The Development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the Development minimises its environmental impacts.

Pre-commencement justification: These details are required prior to commencement of the development to ensure that suitable management and mitigation measures are in place prior to works taking place on the site to prevent harmful impacts.

7. Contamination

(a) Site Specific Remediation Strategy

Prior to commencement of the development, a site specific remediation strategy ("SSRS") shall be submitted to the Local Planning Authority for approval. The SSRS shall contain as a minimum:

- details of the precise location of the Remediation Works proposed, including earth movements, earthworks filling, licensing and regulatory liaison, health, safety and environmental controls, controls on the quality of imported materials and any validation requirements;
- a position statement on the available and previously completed site investigation information including all consolidated validation reports, enabling works reports, follow-on projects and validation data (including validation chemical dataset from enabling works and follow-on projects) submitted under the Olympic Consents;
- details as to maintaining the integrity of the Protection Layer and the integrity of other remediation works undertaken under the Olympic Consents;
- a rationale for the further site investigations required, including details of the locations of such investigations, the methodologies, sampling and monitoring proposed;
- the proposed GAC and GWAC to be used in the SSRS;
- an assessment of data against GAC and GWAC and if potential, and previously unidentified, risks are identified then detailed quantitative risk assessment (as identified in the global remediation strategy) is to be undertaken to generate site specific assessment criteria;
- where the Remediation Works are in or are in the vicinity of Planning Delivery Zone 4 any SSRS shall also include details of any effect on the exempt naturally occurring radiological materials which were moved to a disposal cell in this area as part of the Olympic Consents and the controls to be applied in this respect; and
- a programme for implementing the Remediation Works.

Reason: To ensure that all Remediation Works are properly carried out safely and appropriately.

(b) Remediation Method Statement

Prior to any remediation taking place, a remediation method statement ("RMS") shall be submitted to the Local Planning Authority for approval. The remediation method statement shall contain as a minimum:

- a remediation options appraisal;
- details of remedial techniques to be employed (including if required any soil treatment/process centres and an appropriate marker layer) in accordance with statutory requirements, UK guidance and best practice current at the date of submission;
- the locations where those techniques will be used;
- the type and areas of contaminated material to be remediated;
- plant and equipment to be used;
- emissions and control measures and any required environmental authorisations;
- a programme for implementing the Remediation Works; and
- details of how the Remediation Works will be validated (e.g. sampling frequencies, chemical testing suites and the generic assessment criteria and site specific assessment criteria to be used to validate the works)

Reason: To ensure that the Site is remediated to support the Development and that human health and controlled waters are safeguarded.

Pre-commencement justification: These details are required prior to the commencement of works to ensure that any potential contaminants exposed during site clearance and initial excavations are appropriately mitigated.

8. Material samples

Prior to the commencement of the development above ground, material samples of all external facing materials to be used in the carrying out of this permission shall be presented on site and approved in writing by the Local Planning Authority; the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve an satisfactory quality of design and detailing.

9. Detailed drawings

Prior to commencement of the development above ground the following detailed drawings shall be submitted to the Local Planning Authority for approval.

Detailed drawings including sections (at a scale to be agreed with the Local Planning Authority)

- principal features on the facades;
 - retaining wall to Loop Road;
 - parapets;
 - roof edges;
 - entrances; and
 - heads, sills and jambs of all openings.
- the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: In order to ensure that a high quality of design and detailing.

10. Cycle Storage – as approved

Before the first occupation of the building the cycle storage facilities as shown on the approved drawings shall be provided and thereafter such facilities shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building.

11. Ecology Survey

In the event that the development is not commenced by 1st October 2017, an updated Ecology Survey shall be submitted for approval in writing by the Local Planning Authority.

Reason: To ensure the proposal protects biodiversity.

12. Retention of Car Parking

The blue badge car parking shown on the drawings hereby approved shall be made available, and retained for the purposes of disabled car parking for vehicles of visitors to the development and no trade or business shall be carried out thereon.

Reason: To ensure the permanent retention of the parking areas, to avoid obstruction of the surrounding streets by waiting vehicles and to safeguard the amenities of the adjoining properties.

13. Servicing Management Plan

Prior to first occupation of the development, a Servicing Management Plan detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approval given and shall remain for as long as the development is occupied.

Reason: In the interests of highway and pedestrian safety.

14. Piling Method Statement

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the details of the piling method statement.

15. Water Supply

Development should not be commenced until: Impact studies of the existing water supply infrastructure have been submitted to, and approved in writing by, the local planning authority (in consultation with Thames Water). The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

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

16. Surface Water

If surface water run-off and ground water is proposed to drain into the waterway, details shall be submitted to and agreed in writing by the Local Planning Authority in consultation with the Canal & River Trust prior to the commencement of development, and thereafter implemented in accordance with the agreed details unless otherwise agreed in writing.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure.

17. Archaeology

No demolition or development shall take place until an archaeological stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the

nomination of a competent person(s) or organisation to undertake the agreed works. If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing. For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include:

- A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;
- B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason: The site is located in an area of archaeological interest. The archaeological features of interest surrounding the site have not been detailed in the submission.

Pre-commencement justification: Commencement of work prior to undertaking the WSI could disturb archaeological assets, therefore this work is required to be undertaken prior to commencement.

18. Signage Details

Prior to commencement of the construction of the superstructure full details of signage shall be submitted to and approved in writing by the Local Planning Authority. The approved signage shall be installed prior to the development hereby permitted being brought into use and thereafter retained permanently and properly maintained to the satisfaction of the Local Planning Authority.

Reason: To ensure a high standard of design

19. Wayfinding Details within Vicinity of the School Site

School wayfinding signage shall be erected giving notice of the presence of the local school within the vicinity of the site. Prior to the occupation of the development hereby approved details of the design and location of school wayfinding signage shall be submitted to and approved in writing by the Local Planning Authority. The agreed signage shall be installed prior to the development hereby permitted being brought into use and thereafter retained permanently and properly maintained to the satisfaction of the Local Planning Authority.

Informatives:

Reason: To ensure a high standard of design

20. Charging points for Electric Cars and Mobility Scooters

Prior to the occupation of the development details of charging points for electric cars and mobility scooters shall be submitted to and approved in writing by the Local Planning Authority and thereafter shall be provided in accordance with the approved details before occupation of the development and subsequently retained for that purpose.

Reason: To ensure that provision is made for the parking and charging of electrically powered cars and mobility scooters.

21. Travel Plan

The secondary school hereby approved shall not be opened for admission of pupils until a School Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The travel plan shall be implemented as approved throughout the life of the development.

Reason: To promote sustainable travel patterns.

Canal & River Trust

"The applicant/developer should refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure that any necessary consents are obtained (<https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice>)."

The applicant is advised that surface water discharge to the waterway will require prior consent from the Canal & River Trust. Please contact Nick Pogson from the Canal & River Trust Utilities team (nick.pogson@canalrivertrust.org.uk).

Thames Water

Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921.

Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the options available at this site.

A Groundwater Risk Management

Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing: wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined in a timely manner.

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this: **XX-Nov-2020**

A Hollingsworth

Anthony Hollingsworth
Director of Planning Policy and Decisions
London Legacy Development Corporation

DRAFT

London Legacy Development Corporation

Town and Country Planning Act 1990 (as amended)

Appeals to the Secretary of State

- * If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990 (as amended).
- * If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use www.gov.uk/appeal-planning-inspectorate. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- * The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- * The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- * In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notice

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

ANNEX 5

EXISTING VARIATIONS TO THE ORIGINAL AGREEMENT

Planning permission / approval / reserved matters reference number	Date of unilateral undertakings	Summary of Variations to the Original Agreement	Date of Bilateral Deed of Variation
14/0035/AOD and 14/00036/VAR	11 August 2014	Variations to clause 2.3, 2.9A, 2.12, 4.1.6, and 22, the triggers for the bus contributions, family housing and affordable housing targets for PDZs 4 and 5 and site wide, new confidential appendix and consequential variations to the viability review schedule	At the date hereof not yet entered into
14/00461/NMA	4 September 2015	Variations to Schedule 8 in relation to the First Primary School	At the date hereof not yet entered into
16/00039/REM and 16/00066/NMA	27 May 2016	Variations to Schedule 8 in relation to the Second Primary School	At the date hereof not yet entered into



