

ashurst

Deed

London Thames Gateway Development Corporation

and

Landprop Holding BV

made pursuant to Section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to land at Sugar House Lane

27th September 2012



CONTENTS

CLAUSE	PAGE
1. DEFINITIONS	2
2. INTERPRETATION.....	12
3. LEGAL BASIS.....	13
4. CONDITIONALITY.....	13
5. PROVISIONS FOR RELEASE	14
6. COVENANTS BY THE DEVELOPER	14
7. PROVISIONS RELATING TO THE CORPORATION	14
8. WORKS IN KIND	14
9. SUCCESSORS IN TITLE.....	14
10. REGISTRATION.....	15
11. THIRD PARTY RIGHTS.....	15
12. DISPUTE RESOLUTION.....	15
13. VARIATIONS	15
14. SERVICE OF NOTICES.....	15
15. SCOPE OF THIS DEED.....	16
16. VAT	16
17. INDEX LINKING	16
18. INTEREST	16
19. LEGAL COSTS.....	16
20. COUNTERPARTS.....	16
SCHEDULE 1	17
Financial Contributions, Infrastructure and Community Benefits.....	17
SCHEDULE 2	22
Affordable Housing.....	22
SCHEDULE 3	26
Corporation's Obligations	26
APPENDIX 1	28
Draft Planning Permission	28
APPENDIX 2	29
Bridge 1 Specification	29
APPENDIX 3	30
Bridge 2 Specification	30
APPENDIX 4	31
Bridge 3 Specification	31



THIS DEED is made on

27th September

2012

BETWEEN:

- (1) **LONDON THAMES GATEWAY DEVELOPMENT CORPORATION** of 10th Floor, 2 Exchange Tower, Harbour Exchange Square, London E14 9GE (the "**Corporation**"); and
- (2) **LANDPROP HOLDING BV** Hettenheuvelweg 51, NL-1101 BM Amsterdam Zuidoost, Nederland (the "**Developer**")

RECITALS

- (A) By virtue of the London Thames Gateway Development Corporation (Planning Functions) Order 2005 (the "**Order**"), 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 and is responsible for determination of the Application.
- (B) The Corporation is currently the appropriate statutory body to enforce this Deed for the purposes of section 106 of the 1990 Act. On 1 October 2012, the Corporation's planning functions for the area within which the Property is situated will be transferred to the London Legacy Development Corporation which will become the Local Planning Authority and the appropriate body to enforce this Deed for the purposes of section 106 of the 1990 Act. References to the Corporation shall be construed accordingly.
- (C) The Council is the local authority with responsibility for housing, education and training and will consult with the Developer as to matters in this Deed relevant to the discharge of those functions.
- (D) The Developer is registered at HM Land Registry as the freehold owner of the Pink Land and proposes to acquire the Blue Land.
- (E) The Developer submitted the Application to the Corporation.
- (F) The Corporation considers it expedient, in the interests of the proper planning of its area and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this deed.
- (G) The Developer has agreed to enter into this deed, accepting that the same falls properly to be considered as material to the determination of the Application, and as being fairly and reasonably related in scale and kind to the Development.
- (H) The Standard Charge applicable to this Development has been set by the Corporation's Planning Obligations Community Benefit Strategy at twenty two thousand four hundred pounds (£22,400) per Residential Unit for the area within which the Development is located.
- (I) The Discounted Standard Charge applicable to this Development has been set by the Corporation's Planning Obligations Community Benefit Strategy at ten thousand pounds (£10,000) per Residential Unit for the area within which the Development is located.
- (J) The Corporation has resolved to grant the Planning Permission subject to the conditions set out in the Planning Permission and subject to the covenants, undertakings and restrictions herein contained.
- (K) Following consultation with the Council and the Greater London Authority the parties agree that the All Movements Junction is a desirable addition to the highway network and is acceptable in principle.

THE PARTIES AGREE as follows:

1. **DEFINITIONS**

In this deed where the context so admits the following expressions shall have the following meanings:

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

"Achieved Grant Funding" means the level of grant funding secured from the HCA by the relevant Affordable Housing Provider in relation to the Affordable Housing Units as certified to the Corporation by the Developer;

"Additional Affordable Housing Contribution" means any sum payable in accordance with paragraph 2 of schedule 2;

"Affordable Housing" means residential accommodation for which the combined asking price rent and service charge is significantly lower than prevailing market prices for similar units and which is subject to arrangements which seek to ensure its availability subject to the provisions of paragraph 4 of schedule 2 and comprising DMS Units and Affordable Rented Units;

"Affordable Housing Units" means the units of Affordable Housing to be provided in the Development pursuant to the Planning Permission;

"Affordable Rented Units" means housing intended to be within the reach of low income households made available for rent at a minimum of 20% below market rents in the case of 1 or 2 bedroom units and at 40% below market rent in the case of 3 or 4 bedroom units;

"Agreed Discounted Standard Charge" means the sum of £8,543 per Residential Unit;

"All Movements Junction" means a replacement of the existing left-in / left-out priority junction of Sugar House Lane and High Street in the location shown indicatively on the Infrastructure Plan with an all-movement signal controlled junction with dedicated right-turn facility into the Development from High Street (western arm) a right turn facility out of the Development on to High Street and pedestrian/cyclist crossing facilities or as may be otherwise Approved by the Corporation;

"All Movements Junction Contribution" means the sum of £2,775,000 Index Linked to fund the provision of the All Movements Junction in the event it is not delivered on time;

"All Necessary Highway Approvals" means securing scheme approval from the appropriate highways authority and completion of a legally binding agreement pursuant to sections 38 and/or 278 of the Highways Act 1980 (as appropriate) for the completion of the All Movements Junction together with any and all requisite land owner consents;

"Application" means the hybrid planning application for the Development given reference number 12/00336/LTGOUT and validated by the Corporation under case number LTGDC-12-012-FUL;

"Approved" means written approval following the submission of any document, details or other matter to be approved under this deed which in all cases shall not be unreasonably withheld or delayed and where this deed permits, determined by an Expert, and for the avoidance of doubt includes an approval or determination given following amendments to the document, details or other matter to be approved or determined under this deed and Approval shall be construed accordingly;

"Approved Contract" means a construction contract (or where works are procured under multiple separate contracts all such contracts) entered into by the Corporation in accordance with paragraph 2.1 of schedule 3 the form of which is approved in writing by the Developer prior to the contract being entered into such approval not to be unreasonably withheld or delayed;

"Average Sales Value" means the average value of every Open Market Unit that has been Completed prior to the date on which such value falls to be determined expressed in terms of pounds sterling per square foot as calculated by dividing the total sales values achieved or assessed value (by a third party surveyor in the absence of agreement) of such Open Market Units net of incentives by the total Net Internal Area (as measured in accordance with the standards published by the Royal Institute of Chartered Surveyors from time to time) of those Open Market Units;

"BBBN" means the development known as Bromley By Bow North, proposed to be carried out pursuant to planning permission references LTGDC-11-070-FUL and PA/11/02423/LBTH;

"BBBN North Phases" means (by reference to the BBBN Phasing Plan) the development within the areas shown as "Phase: North A" and "Phase: North B" together with so much of the development within the area marked as "Phase 01: RSL Land" as is contiguous with and lies to the east of the said "Phase: North A" and/or "Phase: North B";

"BBBN Phase One" means (by reference to the BBBN Phasing Plan) the development within the area shown as "Phase 01: RSL Land";

"BBBN Phasing Plan" means drawing number 00339B_005 by John Thompson & Partners, being the Bromley by Bow North Phasing Plan attached to this deed;

"Blue Land" means the land shaded blue on the Land Ownership Plan;

"Borough" means the administrative area of the Council;

"Bridge 1" means a proposed two way single lane bus cycle and pedestrian bridge over the River Lee in the vicinity of Plot R8 to the BBBN Phase One in accordance with the Bridge 1 Specification and as shown indicatively on the Infrastructure Plan;

"Bridge 1 Contribution" means the sum of £1,332,000 (one million three hundred and thirty two thousand pounds) Index Linked (comprising £1,200,000 towards capital works and £132,000 towards design fees);

"Bridge 1 Planning Permission" means the planning permission to be obtained by the Developer in respect of Bridge 1;

"Bridge 1 Specification" means the specification attached to this Deed as Appendix 2 or as otherwise varied by the Developer and approved by the Corporation;

"Bridge 2" means a proposed pedestrian and cycle bridge from chimney walk over the River Lee to the BBBN North Phases in accordance with the Bridge 2 Specification as shown indicatively on the Infrastructure Plan;

"Bridge 2 Contribution " means the sum of £310,800 (three hundred and ten thousand eight hundred pounds) Index Linked (comprising £280,000 towards capital works and £30,800 towards design fees);

"Bridge 2 Planning Permission" means the planning permission to be obtained by the Developer in respect of Bridge 2;

"Bridge 2 Specification" means the specification attached to this Deed as Appendix 3 or as otherwise varied by the Developer and approved by the Corporation;

"Bridge 3" means a proposed pedestrian and cycle bridge over the Three Mills Wall River linking the Property to Three Mills Green in accordance with the Bridge 3 Specification as shown indicatively on the Infrastructure Plan;

"Bridge 3 Contribution " means the sum of £488,400 (four hundred and eighty eight thousand four hundred pounds) Index Linked (comprising £440,000 towards capital works and £48,400 towards design fees);

"Bridge 3 Planning Permission" means the planning permission to be obtained by the Developer in respect of Bridge 3;

"Bridge 3 Specification" means the specification attached to this Deed as Appendix 4 or as otherwise varied by the Developer and approved by the Corporation;

"Bridge 4" means an existing pedestrian and vehicular bridge over the Three Mills Wall River to Three Mills Green as shown on the Infrastructure Plan;

"Bridge 4 Contribution" means the sum of £111,000 (one hundred and eleven seven thousand pounds) Index Linked (comprising £100,000 towards capital works and £11,000 towards design and other fees);

"Bridge Overspend Notice" means a notice under paragraph 2.4 of schedule 3 specifying

- (a) details of all payments received or receivable by the Corporation in respect of the relevant bridge (whether under this Deed or otherwise) including the relevant Estimate;
- (b) that a further payment is due pursuant to an Approved Contract;
- (c) the works to which the payment relates;
- (d) the amount by which such further payment will cause the total cost of the Approved Contract to exceed aggregate of the sums specified in (a) (the **"Overspend"**); and
- (e) the date on which such payment is due to be made by the Corporation;

"Bus Infrastructure Contribution" means the sum of £70,000 (seventy thousand pounds) Index Linked;

"Bus Service" means a bus service passing through and stopping within the Property via Bridge 1 (or an alternative point of access to the Property as may be agreed by the Developer);

"Commercial Unit" means any unit of non-residential floorspace constructed on the Property pursuant to the Planning Permission;

"Community Facility Floorspace" means floorspace of up to 4,000 square metres within Plot MU1, Plot MU2 and/or Plot MU5 to which a Community Facility Strategy relates in accordance with paragraph 5.1 of schedule 1;

"Community Facility Strategy " means proposals relating to an Individual Plot of the Development for advertising together with heads of terms for lettings of Community Facility floorspace to include details covering:

- (a) the location of the Community Facility Floorspace;
- (b) details regarding the funding, construction and fit-out arrangements for the Community Facility Floorspace;
- (c) details regarding the marketing of the Community Facility Floorspace at specified rents or rent ranges to the community use operators (including any operator nominated by the Corporation or the Council) for a specified time period;
- (d) to the extent known the proposed end user or class of user of the Community Facility Floorspace;
- (e) the initial rent (to be no greater than £7.50 per square foot Index Linked);
- (f) any rent review terms;
- (g) the term offered (which will be up to a maximum of ten years);
- (h) restrictions on assignment and alienation;
- (i) any tenant deposit required;
- (j) restrictions on user;
- (k) standard tenant responsibilities including contributions towards service charge and insurance; and
- (l) maintenance and repair obligations on the part of the tenant;

and shall include any amended details as may be agreed between the Developer and the Corporation from time to time;

"Completion" means unless the context otherwise so admits the proper issue of a certificate of practical completion of any works carried out pursuant to this deed or as the context may allow any part, section or phase thereof by the Developer or its independent architect, engineer or other certifying professional as the case may be and the terms Complete, Completed and cognate expressions shall be interpreted in accordance with this definition;

"Council" means the London Borough of Newham;

"CPZ" means a car parking control zone within the area shown on the CPZ Plan;

"CPZ Contribution" means a contribution of up to £10,000 towards the cost of implementing the CPZ;

"CPZ Plan" means drawing labelled as such and attached to this deed, showing the maximum extent of any CPZ;

"Creative Industries" means Industries which have their origin in individual creativity, skill and talent and which have a potential for wealth and job creation through the generation and exploitation of intellectual property, including without prejudice to the generality of the foregoing advertising, architecture, markets, crafts, design, designer fashion, web design and multimedia design, photography, film and video, music, the performing arts, printing and publishing, software and computer games, television and radio, literature and education, education space, exhibition space, performance space (and including any storage and café/restaurant/bar or other uses as may be ancillary to any of the aforementioned primary uses) or any other uses as agreed between the Developer and the Corporation;

"Creative Industries Marketing Strategy" means proposals for advertising together with heads of terms for first lettings of floorspace within the Development to occupiers engaged or intending to be engaged in Creative Industries to include details including location and layout of the floorspace to which it applies and shall include any amended details as may be agreed between the Developer and the Corporation from time to time;

"Development" means the comprehensive mixed use development of the Property comprising:

- (a) (development for which outline planning permission is granted with all matters reserved except access) demolition of buildings where stated; 1192 residential units (C3) of which 10% of properties wheelchair accessible; 12,593sqm flexible uses including retail (A1), financial and professional services (A2), restaurants, cafes and bars (A3/4), offices and workshops (B1), non-residential institution (D1) and assembly and leisure (D2); 33,950sqm offices and works shops (B1); 350 bed hotel (C1); pedestrian bridge across Three Mills River; a riverside park; car, motorcycle and bicycle parking; servicing and ancillary highway works; and
- (b) (development for which detailed planning permission is granted) demolition of existing buildings where stated; 8 residential units (C3) within Sugar House only; 300sqm financial and professional services (A2); 500sqm public house/bar (A4); 2,620sqm office and workshops/non-residential institution (B1/D1); 8,170sqm offices (B1); public square; access including limited emergency services access along Three Mills Wall River and east-west along Sugar House Lane; 28 parking spaces; hard and soft landscaping;

"Disposal" means in the case of a disposal of the Affordable Housing Units to a Registered Provider, a transfer of the freehold interest or the grant of a lease of more than 7 years term and Disposed shall be construed accordingly;

"Dispute Resolution" means the process set out in clause 12;

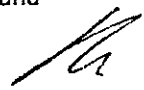
"District Heating Network" means the Stratford and Olympic Park District Energy Scheme, also known as Cofely East London Energy (CELE) operated by Cofely, part of GDF SUEZ Energy Services;

"DMS Unit" or "Discounted Market Sale Unit" means an Affordable Housing Unit which is marketed to eligible persons for sale at a discount from market value in accordance with paragraph 4 of schedule 2;

"Education Contribution" means a sum of £2,390,000 (two million three hundred and ninety thousand pounds) Index Linked towards the provision of education in the Borough as agreed between the Developer and the Council;

"Energy Study" means an appraisal and recommendation of technology options to supply cooling, heating and power to the Development to meet the carbon reduction targets set out in paragraph 8.1 of Schedule 1 which should consider the connection to existing district cooling, heating and power networks and which investigates and recommends the most appropriate form of energy supply to support the Development to achieve a reduction of at least a 25% in carbon dioxide emissions (measured against the 2010 Building Regulations), and the desirability of greater reductions over time. In meeting this target the study should have regard to:

- (a) the available and planned capacity of existing and planned energy networks as a priority;
- (b) the environmental benefits;
- (c) the economic benefits to occupiers of the Development; and



(d) the cost of installation and any impact on the viability of the Development;
associated with each option considered;

"Estimate" means either the Bridge 1 Contribution, the Bridge 2 Contribution or the Bridge 3 Contribution as the context requires;

"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 ten 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 or to the evaluation of any Affordable Housing Financial Appraisal, a chartered surveyor (having not less than ten 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 other than any Affordable Housing Financial Appraisal or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than ten 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 10 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 or as appropriate the President for the time being of the Bar Council;

"Financial Appraisal" means the data and calculations submitted in accordance with paragraph 2 of schedule 2 which makes provision for a profit to the Developer of 20 per cent;

"First Disposal" shall mean the first occasion on which a DMS Unit is sold for the purposes of individual occupation but for the avoidance of doubt not including any transaction relating to multiple units, group company transfers or any transaction between the Developer and a Registered Provider;

"Force Majeure" means fire earthquake flood hurricane or other exceptionally adverse or exceptionally severe weather conditions war riot malicious damage terrorist action or other exceptional third party acts decree of Government unforeseen or exceptional ground conditions or any other event or circumstance which may reasonably be considered to be an act of God;

"Habitable Room" means a room within a Residential Unit the primary designed use of which is living, sleeping or dining and kitchens where the kitchen is larger than 13m² or such other definition as may otherwise be adopted by the Council as part of the statutory development plan framework;

"HCA" means the Homes and Communities Agency or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

"Implementation" means implementation (lawful or otherwise) on the Property of the Development authorised by the Planning Permission by the Developer (or someone expressly on its behalf) carrying out any material operation within the meaning of sections 56(2) and (4) of the 1990 Act Provided That the carrying out of demolition of existing buildings and structures, termination or diversion of existing services or temporary diversion of highways, temporary construction, site clearance and preparation, investigation works, archaeological investigations, environmental site investigations, decontamination or remediation works or works and operations to enable any of the foregoing to take place shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this definition or this deed and Implement and cognate expressions shall be interpreted in accordance with this definition;

"Implementation Notice" means a written notice given by or on behalf of the Developer to the Corporation stating the proposed date of Implementation of the Development Provided That a notice will be deemed to have been given if Implementation has occurred;

"Index" means the Consumer Prices Indices published by the Office of National Statistics or such similar index as may from time to time be published to replace such index;

"Index Linked" means adjusted in proportion to changes in the cost of carrying out works in accordance with clause 17;

"Infrastructure Plan" means the drawing labelled as such and attached to this deed, showing for identification only the All Movements Junction, Bridge 1, Bridge 2, Bridge 3, and Bridge 4;

"Interest" means interest at three per cent above the base lending rate of the Bank of England from time to time;

"Land Assembly" means the acquisition by the Developer of all interests in the Blue Land necessary to carry out and complete the Development;

"Land Ownership Plan" means the drawing labelled as such and attached to this deed and showing the Pink Land, the Blue Land, and the Property boundary;

"Lifetime Home Standards" means the incorporation where physically and financially practicable of 16 design features which together create a flexible blue print for accessible and adaptable housing published by the Joseph Rowntree Foundation Lifetime Homes Group or any standard amending or replacing it which is in place at the time when an application is submitted to the Corporation for approval of reserved matters for the relevant Phase of the Development;

"Local Lettings Agreement" means a framework for the selection of nominations to the Affordable Rented Units designed to deliver a balanced, sustainable community and to be agreed between the Corporation in consultation with the Council and the Developer having regard to the Council's current letting criteria;

"Local Planning Authority" means the local planning authority for the time being having jurisdiction over the subject matter of this deed;

"London Housing Design Guide" means the guidance by that name (interim edition) published by the Mayor of London in August 2010 or any document amending or replacing

it which is in place at the time when an application is submitted to the Corporation for approval of reserved matters for the relevant Phase of the Development;

"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 fitting out security or marketing of the buildings and the words **"Occupy"** and **"Occupied"** and cognate expressions shall be construed accordingly;

"Open Market Units" means those Residential Units within the Development that are not Affordable Housing Units;

"Open Market Value" means the value determined in accordance with paragraph 3 of schedule 2;

"Pink Land" means the land shaded pink on the Land Ownership Plan which is already in the ownership of the Developer on the date of this deed and registered at the Land Registry;

"Planning Conditions" means the conditions attaching to the Planning Permission;

"Planning Permission" means planning permission for the Development substantially in the form annexed hereto at appendix 1 to be granted pursuant to the Application;

"Plot MU1" means the area labelled as such on the Plot Plan;

"Plot MU2" means the area labelled as such on the Plot Plan;

"Plot MU3" means the area labelled as such on the Plot Plan;

"Plot MU4" means the area labelled as such on the Plot Plan;

"Plot MU5" means the area labelled as such on the Plot Plan;

"Plot Plan" means the drawing labelled as such and attached to this deed, showing the indicative location of each of the Plots;

"Plot R1" means the area labelled as such on the Plot Plan;

"Plot R2" means the area labelled as such on the Plot Plan;

"Plot R3" means the area labelled as such on the Plot Plan;

"Plot R4" means the area labelled as such on the Plot Plan;

"Plot R5" means the area labelled as such on the Plot Plan;

"Plot R6" means the area labelled as such on the Plot Plan;

"Plot R7" means the area labelled as such on the Plot Plan;

"Plot R8" means the area labelled as such on the Plot Plan;

"Promote" means to use reasonable endeavours to design, secure planning permission and construct or procure construction but excluding any requirement to incur any disproportionate or abnormal design or construction cost;

"Property" means land shown for the purposes of identification only edged red on the Land Ownership Plan and comprising both the Pink Land and the Blue Land;



"Protected Tenant" means any tenant who has exercised the right to acquire or the right to buy pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Housing Unit;

"Public Access Plan" means the drawing labelled as such and attached to this deed, showing the Publicly Accessible Areas;

"Publicly Accessible Areas" means the routes through the Development to which the public will have permissive access as shown for the purposes of identification only edged and hatched in red on Public Access Plan;

"Quarter" means three calendar months ending on 31 March, 30 June, 30 September and 31 December in each year;

"Reasonable Endeavours" means taking all steps a reasonable commercial developer would take including where appropriate the appointment of professional or other advisers having regard to the physical and practical delivery and the financial cost and overall commercial and environmental benefit to be secured (but for the avoidance of doubt such endeavours not to extend to commencing or participation in any proceedings or public inquiry or other hearing);

"Registered Provider" means a provider of Affordable Housing registered for that purpose with any of the Tenant Services Authority or the Homes and Communities Agency;

"Residential Unit" means any separate unit of residential accommodation constructed on the Property pursuant to the Planning Permission;

"Restricted Marketing Period" means the period beginning six months prior to the anticipated Completion date for a DMS Unit and ending six months after the Completion of that DMS Unit;

"Restriction" shall mean a restriction registered against the title of a DMS Unit in the following terms: "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by or on behalf of the London Borough of Newham that the provisions of paragraph 4.5 of schedule 2 of an agreement dated [] 2012 and made between The London Thames Gateway Development Corporation (1) and Landprop Holding BV (2) have been complied with";

"River Lea Tidal Mill Trust" means the organisation by the name of the River Lea Tidal Mill Trust or any replacement organisation with responsibility for overseeing the management and maintenance of the listed building known as the "House Mill on the River Lea";

"River Lea Tidal Mill Trust Contribution" means a combination of

- (a) carrying out works for or on behalf of the River Lea Tidal Mill Trust comprising refurbishment of the "House Mill on the River Lea" and/or the installation of an associated hydro-electric turbine; and/or
- (b) making payment to the Corporation for use towards the above works

to a combined total value of £150,000 (one hundred and fifty thousand pounds);

"Riverside Park" means an area of landscaped open space between buildings located on Plots MU3, R7 and R8 and the River Lea;

"Scheme of Alternative Measures" shall mean the alternative technologies proposed to meet the cooling, heating and power needs for the development to meet the carbon



reduction targets set out in 8.4 (a) where the Energy Study recommends connection to an existing heat network is not the optimal solution;

"Second Disposal" shall mean the next occasion on which a DMS Unit is sold following the First Disposal;

"Target Grant Funding" means a minimum average of £50,000 per Affordable Rented Unit Index Linked;

"Target Sales Value" means an Average Sales Value of £605 per square foot Net Internal Area Index Linked;

"TfL Contribution" means the sum of £1,100,000 (one million one hundred thousand pounds) as a contribution towards specific measures to improve bus services within the vicinity of the Property; to be expended in accordance with paragraph 1.1(k) of schedule 3;

"TfL Contribution Trigger" means the latest of:

- (a) Bridge 1 (or an alternative point of access to the Property as may be agreed by the Developer) being open for use by bus traffic; and
- (b) the All Movements Junction being open for use by traffic; and
- (c) the roads known as Sugar House Lane and Hunts Road within the Property being open for use by traffic following works to those roads comprised in and/or supporting the Development; and
- (d) the service of notice by TfL on the Developer that it is ready willing and able to operate a Bus Service;

"Total Sales Value" means the total actual sales values/lease premiums net of Incentives received by the Developer in respect of such Open Market Units as have been sold or leased at a premium prior to the date upon which such value falls to be determined;

"Total Target Sales Value" means the product of the Target Sales Value and the Net Internal Area of such Open Market Units as have been sold or leased at a premium prior to the date upon which such value falls to be determined;

"Training Contribution" means a sum of £150,000 (one hundred and fifty thousand pounds) Index Linked towards the provision of training in the Borough as agreed between the Developer and the Council;

"Workplace" means the body established by the Council to maximise recruitment of its residents to jobs within its administrative area;

"Works in Kind" means the following works to be carried out by and at the sole expense of the Developer:

- (a) the construction of Bridge 1; Bridge 2; Bridge 3 and Bridge 4;
- (b) the construction of the All Movements Junction;
- (c) the laying out of a landscaped park and "hub" area along the bank of the River Lea;



- (d) the provision of a water bus stop for access to/egress from the Development or if it is not possible to provide a water bus stop the provision of other transport-related facilities in the Borough; and
- (e) the provision of the Community Facility Floorspace;

"Works in Kind Allowances" means the following amounts allowed against the Agreed Discounted Standard Charge which would otherwise be payable in respect of the Development:

- (a) £999,000 Index Linked (being 75% of the anticipated cost of the construction of Bridge 1)
- (b) £279,720 Index Linked (being 90% of the anticipated cost of the construction of Bridge 2)
- (c) £293,040 Index Linked (being 60% of the anticipated cost of the construction of Bridge 3)
- (d) £83,250 Index Linked (being 75% of the anticipated cost of the construction of Bridge 4)
- (e) £1,387,500 Index Linked (being 50% of the anticipated cost of the construction of the All Movements Junction)
- (f) £616,050 Index Linked (being 50% of the anticipated cost of laying out a landscaped park and 'hub' area along the bank of the River Lea) (total cost £1,232,000);
- (g) £133,200 Index Linked (being 80% of the anticipated cost of providing a water bus stop for access to/from the Development) (total cost £141,500);
- (h) £2,600,000 Index Linked (being 100% of the anticipated cost of providing the Community Facility Floorspace).

2. **INTERPRETATION**

- 2.1 The headings appearing in this deed are for ease of reference only and shall 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 (where the context so admits) 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 "Developer", "Council", "Local Planning Authority", "TfL"/"Transport for London" 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 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 Developer to do an act or thing may be deemed to include an obligation to use to procure that the act or thing is done.
- 2.9 If any provision in this deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected, impaired or called into question.
- 2.10 In the event of any conflict between the provisions of this deed and any document annexed hereto as referred to herein, the terms, conditions and provisions of this deed will prevail.
- 2.11 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 Provided That nothing herein shall fetter the statutory rights, powers or duties of the Corporation.
- 2.12 This deed, any document entered into under it and any matter arising from it are to be governed by and interpreted in accordance with English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts in relation to this deed and any such related document or matter.

3. **LEGAL BASIS**

- 3.1 This deed is made pursuant to section 106 of the 1990 Act and the obligations herein constitute planning obligations for the purposes of the 1990 Act enforceable by the Corporation as the Local Planning Authority.
- 3.2 It is hereby agreed that the Developer enters this deed with the effect of the planning obligations in schedules 1 to 3 binding the Property.

4. **CONDITIONALITY**

- 4.1 Clause 6 and the planning obligations in schedules 1 to 3 of this deed are conditional upon:
- (a) the grant of the Planning Permission; and
- save in relation to paragraphs 1.1, 1.2, 2.1(b), 2.1(c), 3, 4.1, 8, 9 and 10.1 of schedule 1;
- (b) Land Assembly; and
 - (c) Implementation.



5. **PROVISIONS FOR RELEASE**

- 5.1 It is hereby agreed by the parties hereto that this deed shall determine if the Planning Permission is quashed, cancelled, revoked or expires prior to Implementation except insofar as any obligation hereunder has been performed in whole or in part.
- 5.2 Upon reasonable request from the 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 DEVELOPER**

- 6.1 The Developer covenants with the Corporation with intent to bind the whole of the Property to carry out and comply with the obligations on its part contained in schedule 1.
- 6.2 The Developer covenants with the Corporation with intent to bind the Affordable Housing Units to carry out and comply with the obligations on its part contained in schedule 2.

7. **PROVISIONS RELATING TO THE CORPORATION**

The Corporation covenants with the Developer to carry out and comply with its obligations contained in schedule 3.

8. **WORKS IN KIND**

- 8.1 The Developer and the Corporation acknowledge that
- (a) the Works in Kind are being undertaken and financial contributions made under this deed in lieu of payment of the Agreed Discounted Standard Charge; and
 - (b) the total Works in Kind Allowances and financial contributions made under this deed are together equal to or exceed the total Agreed Discounted Standard Charge which would otherwise be payable in respect of the Development.

9. **SUCCESSORS IN TITLE**

- 9.1 Otherwise than as expressly provided in this deed the parties hereto agree that this deed shall be binding upon the Property and shall be enforceable against the Developer and its 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 but in accordance with section 106(4) of the 1990 Act neither the Developer nor its successors in title nor those deriving title under them shall have any further liability under this deed (but without prejudice to any rights of the Corporation in respect of any antecedent breach) in respect of:

- (a) any period during which the Developer or any of their successors in title or those deriving title under them do not have an interest in the Property or the relevant part thereof; or
- (b) any breach of this deed in relation to a part of the Property in which they do not have an interest.

- 9.2 The obligations in this deed shall not be binding on or enforceable against:

- (a) any mortgagee or chargee of the Property (from time to time) which shall have the benefit of a mortgage or charge on the whole of or any part or parts of the Property unless and until such mortgagee or chargee has entered into possession of the Property or part of the Property to which such obligation relates;
- (b) any person with an interest in a Commercial Unit; or

- (c) any owners or occupiers of Residential Units SAVE THAT paragraphs 4.5 and 4.6 of schedule 2 shall be enforceable against such owner or occupier.

10. **REGISTRATION**

It is hereby agreed and declared between the parties hereto that this deed should forthwith be registered as a local land charge by the Council for the purposes of the Local Land Charges Act 1975.

11. **THIRD PARTY RIGHTS**

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 and this deed may be amended in accordance with clause 12 below without the consent of any third party being required.

12. **DISPUTE RESOLUTION**

12.1 In the event of any dispute or difference between any of the parties to this deed 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 relevant parties 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 shall be final and binding on the parties save in the case of manifest error;
- (b) the parties shall be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;
- (c) the Expert's costs shall be borne in such proportions as he/she may direct failing which the parties shall 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 shall be appointed in the same manner as the Expert.

13. **VARIATIONS**

No variation to this deed shall 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 hereto pursuant to this deed shall be deemed to have been properly given or made if dispatched 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 marked for the attention of the Planning Development Manager;
- (b) If to the Developer to the address set out above and marked for the attention of "the Company Secretary" bearing reference "Strand East s106 agreement" with a copy to Ashurst LLP, Broadwalk House, 5 Appold Street, London EC2A 2HA bearing reference "LAN46.00027/MDH".



15. **SCOPE OF THIS DEED**

15.1 Nothing in the deed shall in any way limit the development of the Property in accordance with any planning permission (other than the Permission) granted (whether or not on appeal) after the date of this deed.

15.2 Nothing in this deed shall restrict the Development by reference to nor require the Developer to carry out any works on land that it does not own or control.

16. **VAT**

If VAT becomes payable on payments made under this deed that VAT will be additional to the sums required, provided that the Developer will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this deed.

17. **INDEX LINKING**

17.1 Where reference is made in this deed to a sum of money expressed to be Index Linked then the sum shall be adjusted in accordance with this clause by the application of the following formula:

A x B/C = D where:

A = the sum specified in this deed in pounds sterling

B = the figures shown in the Index for the period immediately prior to the date up to which the sum concerned is to be indexed under the provisions of this deed

C = the figure shown in the Index for the period immediately prior to the date of this deed

D = the recalculated sum in pounds sterling applying under this deed.

18. **INTEREST**

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

19. **LÉGAL COSTS**

The Developer agrees that upon completion of this deed it will pay the Corporation's reasonable legal costs and disbursements properly incurred in the negotiation and completion of this deed.

20. **COUNTERPARTS**

This deed may be executed in a number of counterparts each of which is an original and all of which together evidence the same deed.

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.





Handwritten signatures and initials.



Project: Strand East
Location: Sugar House Lane, London, E15
Proposed by: LandProp Holding BV

Notes:

1. To be used in conjunction with the planning application.
2. Subject to the approval of the Local Planning Authority.
3. The information contained herein is for information only and does not constitute an offer of any financial product.

Scale: _____
Date: _____

FOR APPROVAL





Application Number: 0815
Date: _____

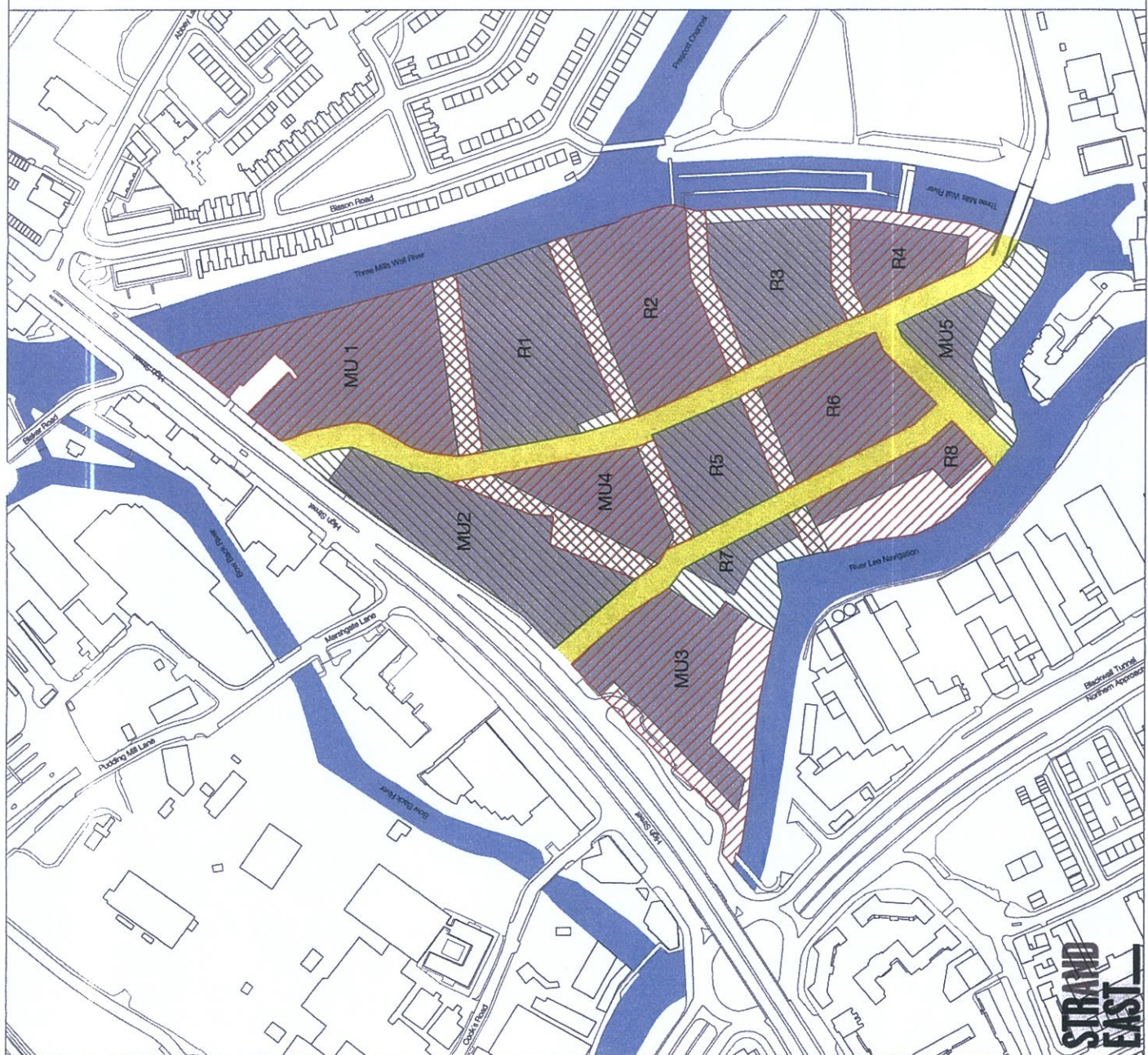
PLOT PLAN

PP-1-110

PLOT PLAN KEY

MU1 - MU5 indicates given development plots referred to in the planning consent as mixed use areas.
R1-R8 indicates given development plots referred to in the planning consent as residential areas

-  Indicates the extent of the area of given development plots
-  Public realm to be delivered by adjacent plot(s)
-  Main Distributor Roads
-  Building Plots



STRAND EAST



Handwritten signatures and initials at the top of the page.



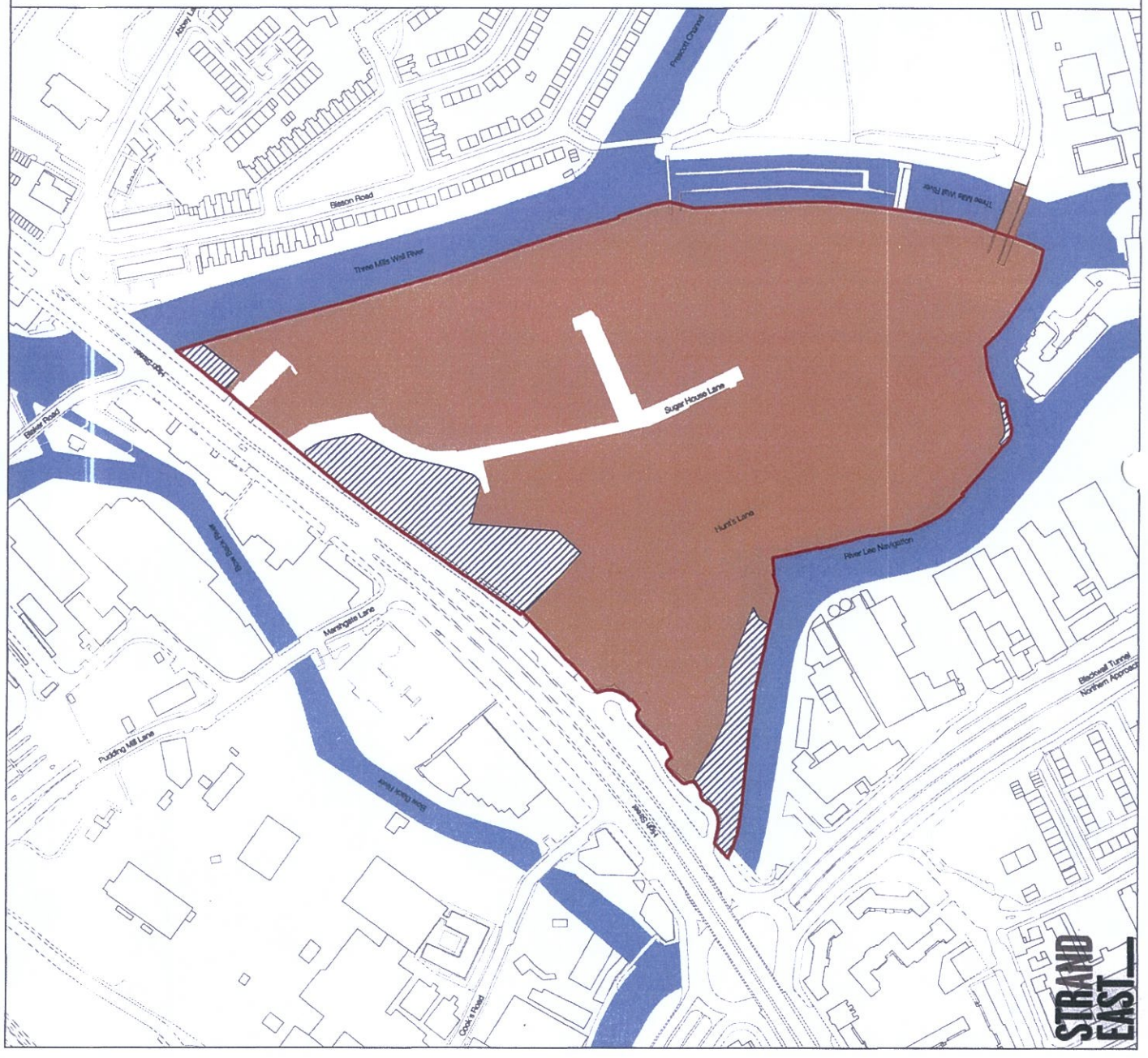
Strand East
Sugar House Lane,
London, E15

LandProp Holding BV

FOR ILLUSTRATIVE PURPOSES
0915
SECTION 106 AGREEMENT
LAND OWNERSHIP PLAN

**SECTION 106 AGREEMENT
LAND OWNERSHIP PLAN**
KEY

-  Section 106 Boundary Line
-  Pink Land
-  Blue Land



Handwritten initials 'KA' at the bottom right of the page.



WZ
Chris Woodson



Project: Strand East
Location: Sugar House Lane, London, E15
Proprietor: LandProp Holding BV

Notes:
1. This plan is submitted for illustrative purposes only.
2. It is not intended to be used for any other purpose.
3. It is not intended to be used for any other purpose.
4. It is not intended to be used for any other purpose.

FOR ILLUSTRATIVE PURPOSES
Scale: 1:5000 @ A3 / 1:2000 @ A4
Date: 15/03/2011
0915

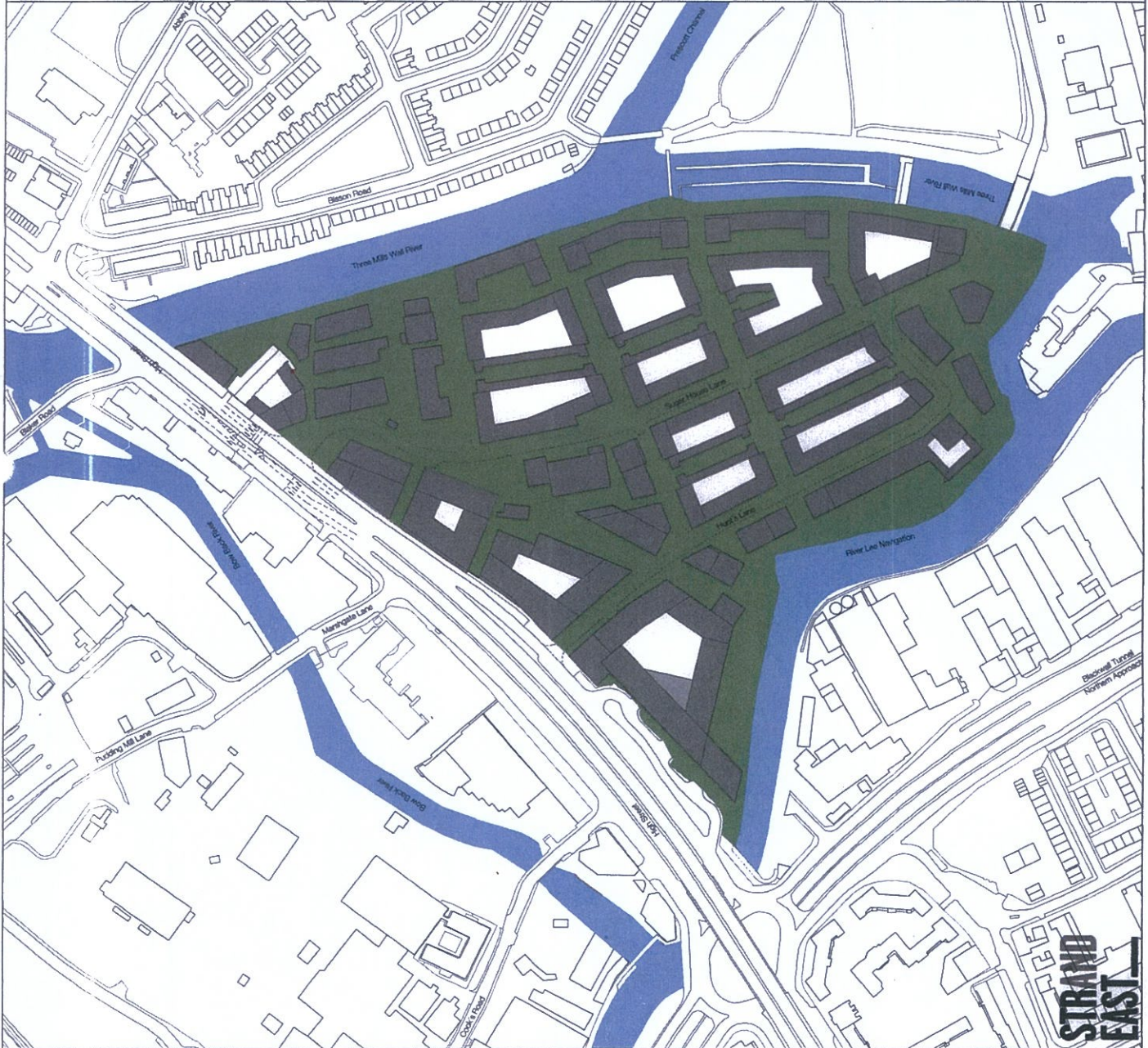
SECTION 106 AGREEMENT
PUBLIC ACCESS PLAN

0915
0915

WZ

SECTION 106 AGREEMENT
PUBLIC ACCESS PLAN
KEY

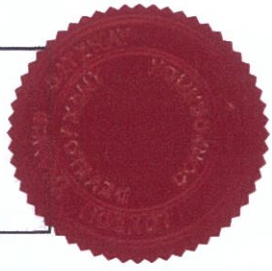
- Indicative Building forms (not fixed)
- Public Access



STRAND EAST

1. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
6. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
8. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
9. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIST. DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.

Proposed Building	Proposed Pavement	Proposed Landscaping	Proposed Stormwater	Proposed Utility	Proposed Easement	Proposed Right-of-Way
[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]	[Symbol]



Handwritten signature and initials: [Signature]
[Initials]

JOHN THOMPSON & PARTNERS
Civil Engineers & Surveyors
1000 Highway 101 North
Bromley, BC V4L 1A3
Phone: 250.885.1111
Fax: 250.885.1112
www.jtpe.com

east JAMES
Engineering Group
1000 Highway 101 North
Bromley, BC V4L 1A3
Phone: 250.885.1111
Fax: 250.885.1112
www.eastjames.com

JTP
Professional Services
1000 Highway 101 North
Bromley, BC V4L 1A3
Phone: 250.885.1111
Fax: 250.885.1112
www.jtp.ca

Stamping Plan
Date: [Blank]
Scale: [Blank]
Sheet No: [Blank]





KS

Handwritten signature





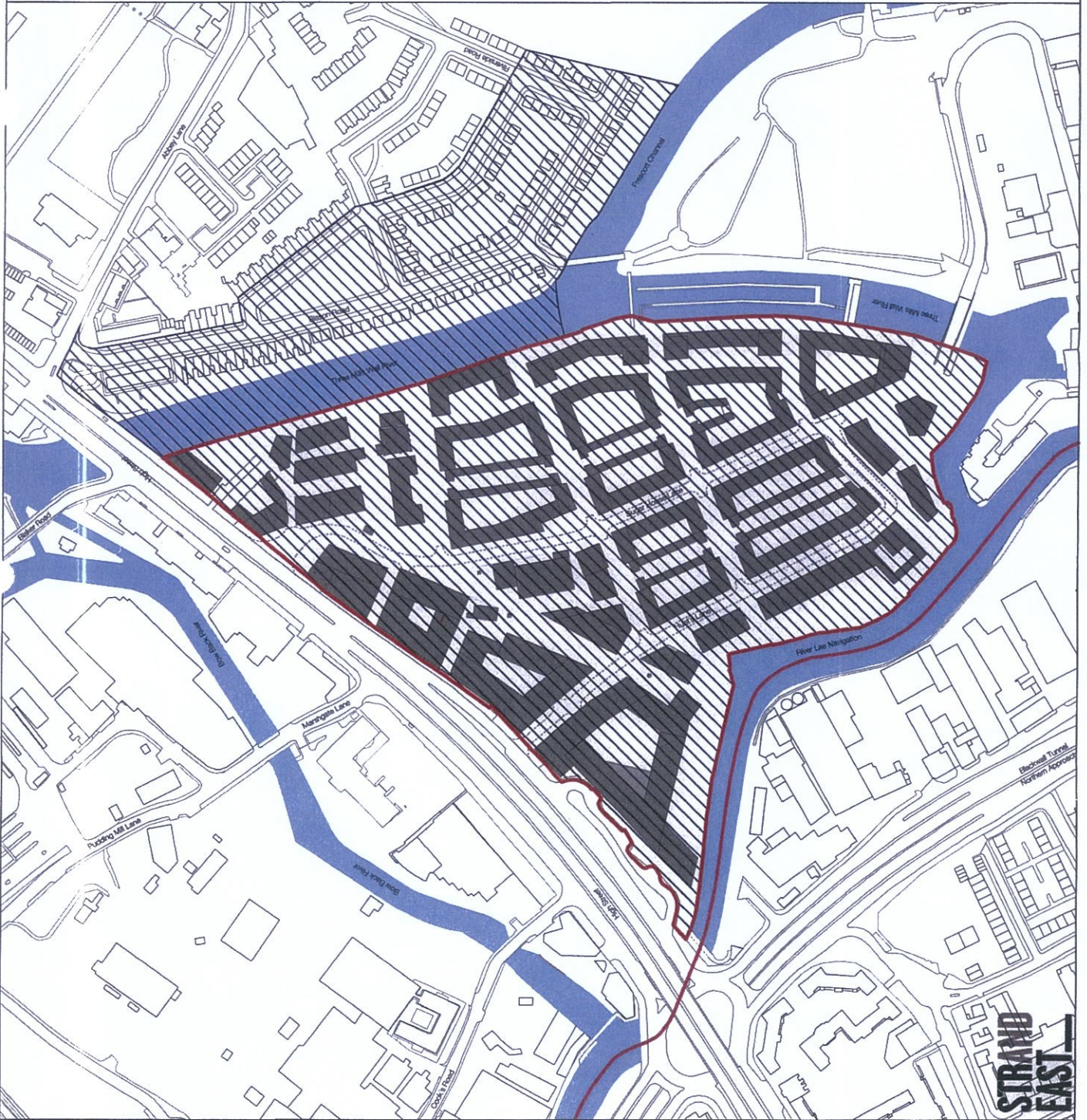
Strand East
Sugar House Lane,
London, E15
LandShop Holding BV

FOR ILLUSTRATIVE PURPOSES
SECTION 106 AGREEMENT
CONTROLLED PARKING
ZONE PLAN

SECTION 106 AGREEMENT
CONTROLLED PARKING
ZONE PLAN

KEY

-  Section 106 Boundary Line
-  Tower Hamlets Boundary
-  CZ2 area as relates to the public highway



Handwritten initials



KS

Chris Woodcock



Site: Strand East
Address: Sugar House Lane,
London, E15

Project: Land/Trop Hobbing BV

No.	Description

FOR ILLUSTRATIVE PURPOSES
Scale: 1:2000 (A3) 1:5000 (A2)
Date: 11/11/2015
Project No: 15/0070
Drawing No: 0915

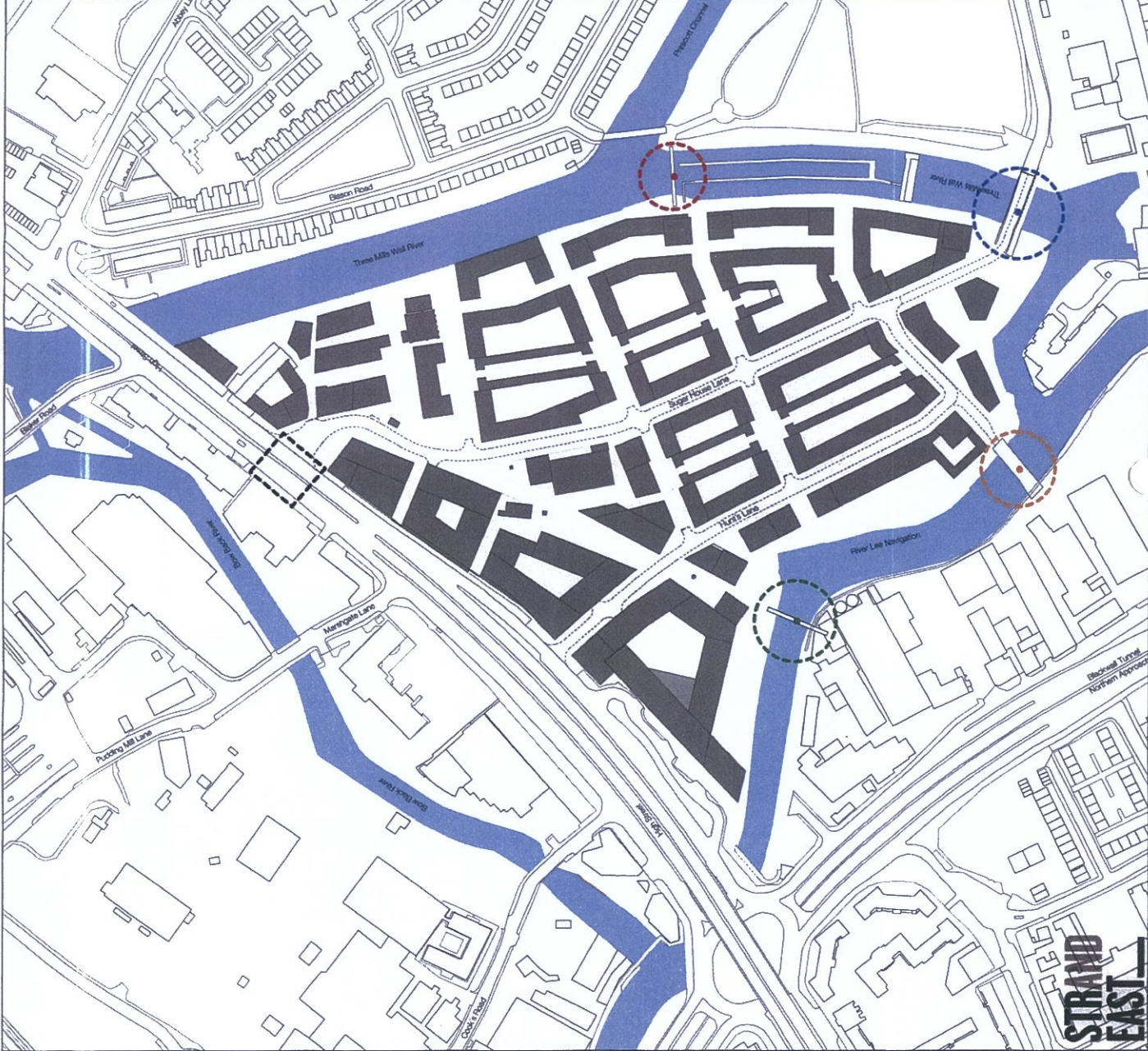
SECTION 106 AGREEMENT
INFRASTRUCTURE PLAN

City of London
City Planning

[Handwritten initials]

SECTION 106 AGREEMENT
INFRASTRUCTURE PLAN
KEY

- All movement junction
- Bridge 1
- Bridge 2
- Bridge 3
- Bridge 4



STRAND EAST

SCHEDULE 1

Financial Contributions, Infrastructure and Community Benefits

1. IMPLEMENTATION

- 1.1 The Development shall not be Implemented unless and until an Implementation Notice has been served upon the Corporation and the period of at least 10 days has elapsed following the service of the Implementation Notice provided that if Implementation does not thereafter take place on that date the Developer shall notify the Corporation in writing of that fact and of the anticipated revised Implementation date and this procedure shall be repeated as often as necessary.
- 1.2 The Developer covenants with the Corporation (i) to enter into a further deed pursuant to section 106 of the 1990 Act upon acquisition of any part of the Blue Land to ensure that the same is bound by the Developer's obligations set out in this deed; and (ii) not to sell any part of the Blue Land so acquired unless the deed referred to at (i) above has been completed.

2. FINANCIAL CONTRIBUTIONS

- 2.1 The Developer covenants with the Corporation to make each of the following payments to the Corporation:
- (a) The Education Contribution shall be paid for the benefit of the Council in two equal instalments of:
- (i) 50 per cent prior to Occupation of 401st Residential Unit; and
 - (ii) 50 per cent prior to Occupation of the 801st Residential Unit.
- (b) The Training Contribution shall be paid for the benefit of the Council in the following instalments:
- (i) £75,000 prior to Implementation within Plot MU1;
 - (ii) £75,000 prior to Implementation within Plot MU2;
- (c) The Bus Infrastructure Contribution shall be paid on or prior to Implementation;
- (d) The TfL Contribution shall be paid for the benefit of TfL in five instalments of:
- (i) £220,000 within 28 days of the TfL Contribution Trigger;
 - (ii) £220,000 following the first anniversary of the payment referred to in paragraph 2.1(d)(i) TfL Contribution Trigger Provided That a Bus Service is in operation at that time;
 - (iii) £220,000 following the second anniversary of the payment referred to in paragraph 2.1(d)(i) TfL Contribution Trigger Provided That a Bus Service is in operation at that time;
 - (iv) £220,000 following the third anniversary of the payment referred to in paragraph 2.1(d)(i) TfL Contribution Trigger Provided That a Bus Service is in operation at that time;
 - (v) £220,000 following the fourth anniversary of the payment referred to in paragraph 2.1(d)(i) TfL Contribution Trigger Provided That a Bus Service is in operation at that time;



2.2 The River Lea Tidal Mill Trust Contribution shall (to the extent that it comprises a payment) for the benefit of the River Lea Tidal Mill Trust Company within 28 days of receipt of a notice of the letting of a contract for the carrying of works for or on behalf of the River Lea Tidal Mill Trust Company for the refurbishment of the Mill House and/or installation of a hydro-electric turbine to serve the Mill House.

2.3 The CPZ Contribution shall be paid to the Corporation for the benefit of the Council within 28 days of receipt of a request from the Council together with evidence demonstrating the actual amount reasonably and properly incurred or anticipated to be incurred promoting and implementing parking control measures within the CPZ which are necessary to restrict and control vehicles parked on the local highway network in order to reduce usage and to ensure the parking spaces are available for existing residents and businesses within the CPZ.

3. **ALL MOVEMENTS JUNCTION**

3.1 The All Movements Junction shall be constructed at the Developer's cost prior to the Occupation of 80% of the floorspace in Plot MU1 pursuant to agreements to be entered into under the Highways Act 1980.

3.2 In the event that the All Movements Junction has not been constructed prior to the Occupation of 80% of the floorspace in Plot MU1 then unless otherwise agreed in writing the All Movements Junction Contribution shall be paid to the Corporation to enable it to deliver the All Movements Junction.

4. **BRIDGES**

4.1 The Developer covenants to use its reasonable endeavours:

(a) to submit a loading specification for Bridge 1 to the Corporation by 31 March 2013 with the intention that the loading specification will be used by the developer of the BBBN development to inform the foundations which are to be provided by the developer of the BBBN development to facilitate delivery of Bridge 1; and

(b) (subject to the developer of the BBBN development responding to the information submitted pursuant to paragraph 4.1(a) and submitting to the Developer a detailed design of the foundations and abutments which it is proposing to lay and construct by no later than 30 June 2013 to enable further discussions to take place with the Developer so that the proposed detailed design of the foundations and abutments and loading specifications can be approved by the Developer and incorporated into the design of Bridge 1) to submit all necessary applications for the Bridge 1 Planning Permission, the Bridge 2 Planning Permission and the Bridge 3 Planning Permission on or before 31 October 2013 (or such later date as may be agreed with the Corporation).

4.2 Subject to all necessary rights, title or interests being made available at a nominal cost to the Developer (and at nil cost in the case of all such rights, title or interests comprised in the site of BBBN) the Developer covenants to Promote each of the following Bridges and, unless otherwise agreed in writing by the Corporation and subject to paragraph 4.3, to pay to the Corporation for the benefit of the Council the corresponding Estimate less up to 11% off such Estimate to reflect the costs already incurred in designing and seeking planning permission for the relevant bridge towards the costs of design and construction of the relevant bridge in the event that a contract for the construction of the relevant bridge has not been entered into before the expiry of the relevant deadline:



Bridge	Deadline	Contribution
Bridge 1	18 months following Completion of the BBBN Phase One	the Bridge 1 Contribution
Bridge 2	18 months following Completion of the BBBN North Phases	the Bridge 2 Contribution
Bridge 3	Prior to first Occupation of Plot R2 or R3	the Bridge 3 Contribution

4.3 In the event that the Developer pays any of the relevant contributions shown in the table at 4.2 (above) it shall upon the request of the Corporation grant to the Corporation or its nominee at no cost to the Corporation or its nominee all necessary rights, title or interests to enable the construction of the relevant bridge to be carried out.

4.4 In the event that any deadline set out in paragraph 4.2 passes before any right, title or interest in or relating to land not comprised in the Property necessary for the construction of any relevant bridge has been made available for such construction then the Developer may either elect to treat the relevant deadline as extended until such right, title or interest has been made available or to treat the relevant deadline as having passed.

4.5 The Developer covenants to use its reasonable endeavours to provide public pedestrian access over Bridge 4 prior to first Occupation of any part of Plot MU5 or R4 (or such other time as may be agreed in writing by the Corporation) and in the event that such access has not been provided at that time to pay to the Corporation the Bridge 4 Contribution.

4.6 The Developer covenants to pay to the Corporation the amount specified in any properly served Bridge Overspend Notice on the later of the date specified in the notice or 7 days following the date on which any dispute in respect of the notice is resolved.

5. COMMUNITY FACILITY STRATEGY

5.1 Not less than three months prior to the anticipated Completion date for each Plot which is to contain Community Facility Floorspace the Developer will submit to the Corporation for Approval a draft Community Facility Strategy for that Plot.

5.2 The Developer will comply with each Community Facility Strategy Approved pursuant to paragraph 5.1.

6. MARKETING OF CREATIVE INDUSTRIES FLOORSPACE

6.1 Not less than three months prior to the anticipated Completion date for each Plot which is to contain floorspace for Creative Industries the Developer will submit to the Corporation for Approval a draft Creative Industries Marketing Strategy for that Plot.

6.2 The Developer will comply with each Creative Industries Marketing Strategy Approved pursuant to paragraph 6.1 for a least six months following Completion of the floorspace to which it applies.

7. PUBLIC ACCESS

7.1 The Developer covenants with the Corporation to allow permissive public pedestrian and cycle access to the Publicly Accessible Areas during hours to be agreed between the

Developer and the Corporation Provided Always that such permissive public access shall be subject to:

- (a) Force Majeure emergency or restricted access to any area for other reasons of public safety or public order;
- (b) the requirement to carry out maintenance cleaning renewal repair and/or any other necessary or required works to any area;
- (c) occasional temporary closure of any area for sufficient time to assert rights or proprietorship and/or preventing public or private rights from coming into being by means of prescription or other process of law;
- (d) the installation of any necessary or required street furniture landscaping and signage in any area;
- (e) the temporary use of any area for the holding of public events;
- (f) the non-permanent use of any area for tables chairs and signage associated with any of the Commercial Units provided that such use or signage does not unduly obstruct the public's ability to pass or repass along the Publicly Accessible Areas or any highway; and/or
- (g) any other circumstance that the Corporation may reasonably agree.

7.2 For the avoidance of doubt any Publicly Accessible Areas which are not currently public highway shall not become public highway or publicly-owned public space by virtue only of the Developer's obligations in the preceding sub-paragraph and management and maintenance thereof shall be the responsibility of the Developer.

7.3 For the avoidance of doubt in the event that the carrying out of development on the Property in accordance with a planning permission other than the Permission granted after the date of this deed requires the closure of part or the whole of the Publicly Accessible Areas the Developer's obligations in paragraph 7.1 of this schedule 1 shall automatically cease to apply to the relevant area upon the commencement of the relevant development without need for any variation to this deed.

8. LOCAL EMPLOYMENT AND SUPPLY CHAIN

8.1 The Developer will introduce Workplace (or such alternative body as the Corporation may nominate and following such alternative nomination references in this paragraph 8 to Workplace shall mean the body so nominated) to site contractors and will request that they do the following:

- (a) support the aspirational target that 25% of new jobs within the Development being awarded to local people;
- (b) where practical provide Workplace with advance notice of job opportunities as soon as information is available and to participate in non-exclusive discussions about which jobs might be filled by Workplace;
- (c) work alongside Workplace to develop appropriate training to prepare residents for job opportunities;
- (d) provide a named officer to liaise with Workplace staff; and
- (e) to provide quarterly monitoring information to Workplace including where possible the number and percentage of Newham residents employed on site and the length of time that such employees have been resident in the Borough.



8.2 The Developer will introduce the Corporation's nominated officers to its contractors and initial tenants of the Commercial Units for discussions as to the supply chain opportunities for businesses in Newham and the surrounding Boroughs and mechanisms for quarterly ongoing monitoring.

8.3 Nothing in this paragraph 8 shall require the Developer to act or to request or encourage any party to act in a manner inconsistent with prevailing law and best practice and for the avoidance of doubt the Developer's obligations under this paragraph 8 are limited to an initial request (8.1) and introduction (8.2) and do not require the Developer to undertake or procure any further matter or conduct.

9. **ENERGY STUDY**

9.1 The Developer covenants that prior to the approval of any reserved matters application the Energy Study shall be submitted to and approved in writing by the Local Planning Authority.

9.2 The Energy Study will specifically consider, amongst other options, connection to the District Heating Network to allow it to supply heat to all buildings comprised in the Development.

9.3 If the Energy Study recommends connection of the Development to the District Heating Network then it will also recommend the appropriate time at which such connection should occur, and the Developer shall use all Reasonable Endeavours to ensure that:

- (a) the Developer shall procure that the Development shall be connected to the District Heating Network in the manner and at the time recommended in the Energy Study; and
- (b) the connection to the District Heating Network shall be retained throughout the life of the Development unless replaced by more modern technology for achieving at least the same environmental benefit over time or unless otherwise agreed in writing by the Corporation.

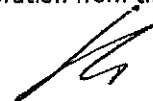
9.4 If the Energy Study concludes that connection of the Development to the District Heating Network does not offer the preferred balance of the factors which form the basis of the Energy Study, then the Energy Study shall recommend a Scheme of Alternative Measures and

- (a) the Scheme of Alternative Measures shall achieve a reduction of at least a 25% in carbon dioxide emissions (measured against the 2010 Building Regulations), and the desirability of greater reductions over time;
- (b) the Scheme of Alternative Measures shall be implemented in accordance with a programme approved as part of the Scheme of Alternative Measures; and
- (c) the Scheme of Alternative Measures shall be operated and retained for the life of the Development unless replaced by more modern technology for achieving at least the same environmental benefit over time or unless otherwise agreed in writing by the Corporation.

10. **RIVERSIDE PARK**

10.1 Prior to Implementation on Plots MU3, R7 and R8 the Developer will submit to the Corporation for Approval details of the proposed Riverside Park located on that Plot such details to include a programme for carrying out works to construct the Riverside Park.

10.2 To construct the Riverside Park in accordance with the details Approved under paragraph 10.1 or such other details as may be Approved by the Corporation from time to time.



SCHEDULE 2

Affordable Housing

1. GENERAL

- 1.1 The Developer shall provide the Affordable Housing Units in accordance with the tenure mix as determined under paragraph 1.8 of this schedule 2.
- 1.2 The Developer shall provide the Affordable Housing Units to London Housing Design Guide and Lifetime Home Standards insofar as each is relevant in light of the nature of the relevant buildings.
- 1.3 The Affordable Housing Units shall not be Occupied for any purpose other than Affordable Housing of the tenure type for which they are required to be provided Save That the obligations in this paragraph 1.3:
- (a) will not bind any mortgagee of a Registered Provider or any, mortgagee of an Occupier of an Affordable Housing Unit or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities for the purpose of providing the Affordable Housing nor will the obligations be binding on any purchaser from such person;
 - (b) will not bind any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; and
 - (c) will cease to apply in respect of any DMS Unit following First Disposal but subject to any provisions of the relevant transfer under paragraph 4.4 of this schedule 2.
- 1.4 Any Disposal of the Affordable Housing Units to one or more Registered Providers will be conditional upon the Registered Provider entering into a Local Lettings Agreement with the Corporation in respect of the Affordable Rented Units.
- 1.5 No leasehold or tenancy interest shall be granted in respect of any Affordable Rented Unit other than to an Registered Provider unless it is in accordance with the terms of a Local Lettings Agreement.
- 1.6 The Developer will or will procure that the Registered Provider will use reasonable endeavours to:
- (a) procure that in the lease or other form of ownership of each Affordable Housing Unit there will be:
 - (i) in the case of DMS Units obligations on the tenant in accordance with paragraph 4.4 of this schedule 2; and
 - (ii) in the case of Affordable Rented Units a prohibition on sub-letting or underletting;
 - (b) at the request of the Corporation enforce the terms of any such lease or conditions of other form of land ownership.
- 1.7 The Developer shall not permit or suffer the first Occupation of any further Open Market Unit unless at any of the following times at least 8% of the Completed Residential Units are Affordable Housing Units which are available for first Occupation:
- (a) Occupation of the 400th Residential Unit;



- (b) Occupation of the 800th Residential Unit; and
- (c) Occupation of the 1,100th Residential Unit.

1.8 The Developer covenants that unless otherwise agreed in writing by the Corporation or its nominee:

- (a) in the event that the Achieved Grant Funding is zero then the Affordable Housing Units will be provided on the following tenure mix:

Unit Type	Open Market	DMS	Affordable Rent	Total
Studios	8	-	-	8 (1%)
1-bed	430	19	19	468 (39%)
2-bed	224	10	10	244 (20%)
3-bed	396	17	19	432 (36%)
4-bed	32	2	-	34 (3%)
5-bed	14	-	-	14 (1%)
Total	1104 (92%)	48 (4%)	48 (4%)	1200

- (b) In the event that the Achieved Grant Funding is not less than the Target Grant Funding, the Affordable Housing Units will be provided on the following tenure mix:

Unit Type	Open Market	DMS	Affordable Rent	Total
Studios	8	-	-	8 (1%)
1-bed	416	26	26	468 (39%)
2-bed	218	13	13	244 (20%)
3-bed	382	24	27	433 (36%)
4-bed	30	3	-	33 (3%)
5-bed	14	-	-	14 (1%)
Total	1068 (89%)	66 (5.5%)	66 (5.5%)	1200

- (c) In the event that the Achieved Grant Funding is greater than zero but less than the Target Grant Funding then the Developer and the Corporation will act in good faith to agree a tenure mix which fairly reflects the proportion of the Target Grant Funding represented by the Achieved Grant Funding and which results in a financial outcome for the Developer which is no worse than had the Achieved Grant Funding been zero.

2. FINANCIAL REVIEW

2.1 The Developer shall submit a Financial Appraisal on a periodic basis as follows:-

- (a) Within six months of the Completion of the 400th Residential Unit;
- (b) Within six months of the Completion of the 800th Residential Unit; and
- (c) Within six months of the earlier of the Completion of the 1,200th Residential Unit or 31 December 2026

each comprising sufficient information to carry out the calculations required under this paragraph 2.

- 2.2 Upon submission of the third Financial Appraisal (submitted under paragraph 2.1(c)) if such Financial Appraisal demonstrates an Average Sales Value in excess of the Target Sales Value the Developer shall subject to paragraph 2.3 pay to the Corporation for the benefit of the Council an Additional Affordable Housing Contribution as determined in accordance with the formula below unless the Developer has with the Approval of the Corporation provided DMS Units in excess of those required by this Deed such that the aggregate additional discount meets or exceeds such Additional Affordable Housing Contribution: 605 ppsf

$$\text{Additional Affordable Housing Contribution} = \text{Excess} \times 37\%$$

Where

$$\text{Excess} = \text{Total Sales Value} - \text{Total Target Sales Value}$$

- 2.3 The Developer shall not be required to pay to the Corporation for the benefit of the Council or make provision in lieu of Discounted Market Sale Units pursuant to this paragraph 2 any sum which would exceed the "Payment Cap" calculated in accordance with the formula below:

$$\text{Payment Cap} = (420 - \text{Affordable Housing Delivered to Date}) \times \text{£}100,000$$

Where

Affordable Housing Delivered to Date is the number of Affordable Housing Units which have reached Practical Completion on the relevant date.

3. **CERTIFICATE OF OPEN MARKET VALUE**

Where from time to time any party seeks for the purposes of this deed to establish the Open Market Value of a DMS Unit an independent valuation carried out on behalf of any reputable mortgage lender within three months of the date upon which such value is to be established shall be sufficient and conclusive evidence of the Open Market Value of such DMS Unit at such date.

4. **DISCOUNTED SALE OF DMS UNITS**

- 4.1 No First Disposal of any DMS Unit shall be made otherwise than in accordance with paragraph 5.1 of this schedule 2.
- 4.2 The Developer will use reasonable endeavours throughout the Restricted Marketing Period to sell the unit for a price not more than 70% of the Open Market Value of that unit Provided Always That if at the expiry of the Restricted Marketing Period contracts have not been exchanged for the sale and purchase of the unit then the Developer shall
- (a) offer the unit to the Council for purchase at a price not more than 70% of its Open Market Value; and
 - (b) if within six weeks of an offer being made under paragraph 4.2(a) of this schedule 2 contracts have not been exchanged for purchase of the unit by the Council the Developer shall be free to sell that unit on any terms subject to paragraph 4.3 of this schedule 2.
- 4.3 Where in accordance with paragraph 4.2 of this schedule 2 the Developer sells a DMS Unit at a price greater than 70% of its Open Market Value the Developer shall within 20 working days of legal completion of the relevant sale pay to the Council a sum equal to the difference between the price obtained for the unit and 70% of its Open Market Value.



- 4.4 Where in accordance with paragraph 4.2 of this schedule 2 the Developer proposes to sell a DMS Unit at a price not greater than 70% of its Open Market Value the Developer shall ensure that a Restriction is registered against the title to that unit securing compliance with paragraph 4.5 of this schedule 2 on any Second Disposal.
- 4.5 No Second Disposal of any DMS Unit shall be made except in accordance with the following
- (a) the owner (of the unit) will offer the unit to the Council for purchase at a price not more than 70% of its Open Market Value and
 - (b) if within three months of an offer being made under paragraph 4.5(a) of this schedule 2 contracts have not been exchanged for purchase of the unit by the Corporation the owner (of the unit) shall be free to sell that unit on any terms PROVIDED THAT the owner (of the unit) shall upon legal completion of such Second Disposal pay to the Council a sum equal to 30% of the Open Market Value of the unit.
- 4.6 Following legal completion of any Second Disposal and subject to compliance with paragraph 4.5 of this schedule 2 the Council and the owner (of the unit) and, if necessary, the Corporation shall forthwith apply to remove the Restriction in respect of the relevant unit.
- 4.7 The Developer covenants with the Corporation that it shall each Quarter send to the Corporation and the Council a notice stating the total price paid for each DMS Unit sold during the preceding Quarter.
5. **MARKETING DMS UNITS**
- 5.1 The Council may at any time (but shall not be obliged to) provide to the Developer a list or updated list of households to whom it considers priority should be given for the purchase DMS Units and following provision of any such list the Developer shall not market any DMS Unit otherwise than in a manner directed at the nominated households during the Restricted Marketing Period for the DMS Unit.
- 5.2 For the avoidance of doubt paragraph 5.1 of this schedule 2 shall not operate to restrict the marketing of Residential Units within the Development which is of a general nature or which does not relate specifically to any particular DMS Unit.



SCHEDULE 3

Corporation's Obligations

1. USE OF CONTRIBUTIONS

1.1 The Corporation shall

- (a) use the Bridge 1 Contribution in accordance with paragraph 2 and for no purpose other than for design fees (to comprise no more than 11% of the total) and capital works for the construction of Bridge 1 in accordance with the Bridge 1 Planning Permission;
- (b) use the Bridge 2 Contribution in accordance with paragraph 2 and for no purpose other than for design fees (to comprise no more than 11% of the total) and capital works for the construction of Bridge 2 in accordance with the Bridge 2 Planning Permission;
- (c) use the Bridge 3 Contribution in accordance with paragraph 2 and for no purpose other than for design fees (to comprise no more than 11% of the total) and capital works for the construction of Bridge 3 in accordance with the Bridge 3 Planning Permission;
- (d) use the Bridge 4 Contribution for no purpose other than to procure the delivery of public pedestrian and cycle access to Bridge 4;
- (e) use the Education Contribution for no purpose other than the provision of education measures as agreed between the Developer and the Council (such agreement not to be unreasonably withheld or delayed);
- (f) use the Training Contribution for no purpose other than the provision of training measures as agreed between the Developer and the Council (such agreement not to be unreasonably withheld or delayed);
- (g) use all payments made as part of the CPZ contribution for no purpose other than reimbursement of its reasonable and proper CPZ costs;
- (h) use the All Movements Junction Contribution (if paid) in accordance with paragraph 2 and for no purpose other than providing the All Movements Junction;
- (i) use all Additional Affordable Housing Contributions to support the Council's Affordable Housing programmes;
- (j) in the event that any payment is made for the River Lea Tidal Mill Trust Contribution pay such amount to the River Lea Tidal Mill Trust on terms that require its use by the River Lea Tidal Mill Trust towards refurbishment of the "House Mill on the River Lea" and/or the installation of an associated hydro-electric turbine;
- (k) pay the TfL Contribution and the Bus Infrastructure Contribution to Transport for London on terms that require its use towards the net cost (if any) of operating new or amended bus services through the Property and/or for the installation of new bus stops within the Property.

2. BRIDGE CONSTRUCTION AND BEST VALUE

- 2.1 The Corporation shall act in good faith seeking to minimise the cost of all matters relating to the design and construction of Bridge 1, Bridge 2 and/or Bridge 3 and in so doing the Corporation shall without limitation:



- (a) award all contracts of a value exceeding £10,000 by tender following consideration of at least three bids;
 - (b) seek (on at least 21 days notice) the Developer's approval of the form of contract offered to tender and of any material change to the design of any of Bridge 1, Bridge 2 and/or Bridge 3; and
 - (c) include every contractor nominated by the Developer in any tender process.
- 2.2 If following a tender process as described in paragraph 2.1 the lowest priced tender (or group of tenders) for the design and construction of any bridge exceeds the sum paid to the Corporation under paragraph 4.1 of schedule 1 then the Corporation and the Developer shall use reasonable endeavours to agree whether the construction of that bridge represents the best use of funds for provision of transport infrastructure to benefit the Development.
- 2.3 Unless otherwise agreed by the Developer the Corporation and its contractors shall comply at all times with the Bridge 1 Specification, the Bridge 1 Planning Permission, the Bridge 2 Specification, the Bridge 2 Planning Permission, the Bridge 3 Specification and the Bridge 3 Planning Permission as applicable.
- 2.4 The Corporation shall be entitled to deliver a Bridge Overspend Notice to the Developer where any sum in excess of the aggregate of all payments received or receivable by the Corporation in respect of the relevant bridge is due to be paid in accordance with an Approved Contract and may deliver as many such Bridge Overspend Notices as may be required.

3. **REPORTING**

- 3.1 The Corporation shall provide to the Developer a detailed report setting out all amounts received under this deed, together with a full accounting of the purposes for which such funds have been spent and committed at each of:
- (a) the date of first Occupation of the 401st Residential Unit;
 - (b) the date of first Occupation of the 801st Residential Unit;
 - (c) the date of first Occupation of the 1,101st Residential Unit; and
 - (d) the date which is five years after the date specified in paragraph (c).

4. **CONFIDENTIAL INFORMATION**

- 4.1 The Corporation acknowledges that all information provided to the Corporation under paragraph 2 of schedule 2 is commercially sensitive and confidential and shall be kept confidential by the Corporation not disclosed to any third party save with the consent of the Developer or where disclosure is required as a matter of law in which case the Corporation shall use its reasonable endeavours to ensure that all financial information is redacted to the maximum extent permitted by law.

5. **REPAYMENT OF CONTRIBUTIONS**

- 5.1 If any sum paid to the Corporation under this deed (or part thereof) remains unspent for the specific purpose for which it was paid on the date that is five years following the date on which it was paid then the Corporation shall return the unspent portion to the party who made the payment together with all interest accrued thereon.



APPENDIX 1

Draft Planning Permission

A handwritten signature in black ink, consisting of a large, stylized initial 'M' followed by a smaller, less distinct mark.

Case no. LTGDC-12-012-FUL

Jennie Bean
GL Hearn
Planning
20 GL Hearn Soho Square
London
England
W1D 3QW

NOTICE OF DECISION ON PLANNING APPLICATION

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

APPLICATION NO: 12/00336/LTGOUT/LBNM

LOCATION: Land to the south of High Street Stratford, east of the River Lea Navigation and west and north of the Three Mills Wall River.

PROPOSAL: Hybrid planning application for comprehensive mixed use development comprising:

Outline application (all matters reserved except access)

- demolition of buildings where stated;
- 1192 residential units (C3) of which 10% of properties wheelchair accessible;
- 12,593sqm flexible uses including retail (A1), financial and professional services (A2), restaurants, cafes and bars (A3/4), offices and workshops (B1), non-residential institution (D1) and assembly and leisure (D2);
- 33,950sqm offices and works shops (B1);
- 22,500sqm (350 bedroom) hotel (C1);
- pedestrian bridge across Three Mills River;
- a riverside park;
- car, motorcycle and bicycle parking;
- servicing and ancillary highway works.

Detailed application

- Demolition of existing buildings where stated;

- 8 residential units (C3) within the Sugar House only;
- 300sqm financial and professional services (A2);
- 500sqm public house/bar (A4);
- 2,620sqm office and workshops/non-residential institution (B1/D1);
- 8,170sqm offices (B1);
- public square;
- access including limited emergency services access along Three Mills Wall River and east-west along Sugar House Lane;
- 28 parking spaces;
- hard and soft landscaping.

APPLICANT: LandProp Holding BV

London Thames Gateway Development Corporation being the Local Planning Authority for the purposes of the application received on 27th February 2012 for 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:

A. Time Limits, approved drawings and documents and content of development

A1 The development within the Detailed Planning Application Area hereby approved must be commenced within **THREE** years from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990.

A3 All applications for the approval of Reserved Matters within the Outline Planning Application Area shall be submitted to the Local Planning Authority on a plot by plot basis, or part therein, as shown on drawing number PP-1-110 and in accordance with the following time periods:

- Site wide infrastructure (Sugar House Lane and Hunts Lane) before the expiration of three years from the date of this decision notice;
- Plot MU1 (excluding the area of the plot within the 'Detailed Planning Area' defined on drawing number PO-0-001), MU3, MU5, R4, R6 and R8 and associated public spaces before the expiration of 3 years from the date of this decision notice;
- Plot R1, R2, R3, R5 and R7 and associated public spaces before the expiration of 5 years from the date of this decision notice;




- Plot MU2 and MU4 and associated spaces before the expiration of 7 years from the date of this decision notice.

The relevant plot(s) hereby approved shall be commenced no later than 2 years from the date of approval of the Reserved Matters.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 and to avoid the accumulation of unexercised planning permissions.

- A5 Unless otherwise agreed in writing by the Local Planning Authority all submissions seeking approval of Reserved Matters pursuant to the planning conditions attached to this planning permission shall demonstrate compliance with the principles and parameters set out in the Design Code (May 2012).

Reason: To ensure that the development is constructed in accordance with the approved drawings and documents in accordance with Policies 3.5, 5.3, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9 and 7.29 of the London Plan (adopted July 2011) and SP2, SP3, SP4, SP5, SP6, SP7, SC1 and SC3 of the Newham Core Strategy (adopted January 2012).

- A6 The development within the Outline Planning Application Area shall not be constructed unless in accordance with the following drawings submitted as part of the planning application:

Drawing Number	Title
PP – 1 – 101 rev A	Building Line Requirements
PP – 1 – 103 rev A	Maximum Storey heights
PP – 1 – 104	Uses – Ground Floor Plan
PP – 1 - 105	Uses – First Floor Plan
PP – 1 - 106	Uses – Upper Floor plan
PP – 1 – 107	Level Strategy
PP – 1 - 108	Underground Car parking Strategy
PP – 1 - 109 rev A	Characterisation of Open Spaces
PP – 1- 110	Plot Plan
PO – 1 – 104 rev A	Existing Site Plan at February 2012

No other drawings are approved except where compliance with the conditions attached to this planning permission require otherwise. Each application for Reserved Matters shall demonstrate compliance with the drawings approved above.

Reason: To ensure that the development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity with regard to saved UDP Policies T10 and T14 of the London Borough of Newham adopted Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) Policies 3.5, 3.7, 3.8, 3.17, 4.6, 4.7, 4.8, 4.12, 5.2, 5.3, 5.7, 5.10, 5.11, 5.12, 5.13, 7.1, 7.2, 7.3, 7.4,

7.5, 7.6, 7.7, 7.8, 7.13, 7.14 and 7.15 of the London Plan (adopted July 2011) and Policies S1, S2, SP1, SP2, SP3, SP4, SP6, SP7, H1, H2, J1, J2, SC1, SC2, SC3, SC4, INF1, INF2, INF3, INF4, INF5, INF6, INF7 and INF8 of the Newham Core Strategy (adopted January 2012).

A7 The development within the Detailed Planning Application Area shall not be constructed unless in accordance with the following drawings:

Drawing Number	Plan
PD - 0 - 001	Application Site Plan
PD - 0 - 002	Demolition/Buildings to be Retained
PD - 1535 - 100	Site Plans As Existing
PD - 1535 - 101	Existing Site Elevations Sheet 1 of 2
PD - 1535 - 102	Existing Site Elevations Sheet 2 of 2
PD - 1535 - 103	Proposed Site Plan - Ground Floor
PD - 1535 - 104	Proposed Site Plan - Roof Plan
PD - 1535 - 105	Proposed Site Plan - Landscape North East Quarter
PD - 1535 - 106	Proposed Site Elevations & Sections 1 of 3
PD - 1535 - 107	Proposed Site Elevations & Sections 2 of 3
PD - 1535 - 108	Proposed Site Elevations & Sections 3 of 3
PD - 1535 - 110	Building 1 Proposed Ground Floor Plan
PD - 1535 - 111	Building 1 Proposed Upper Floor Plans
PD - 1535 - 112	Building 1 Proposed Elevations
PD - 1353 - 113	Building 1 Proposed Sections
PD - 1535 - 115	Building 3 Existing Plan & Elevations
PD - 1535 - 116	Building 3 Proposed Ground Floor Plan
PD - 1535 - 117	Building 3 Proposed Floor Plans 1 of 2
PD - 1535 - 118	Building 3 Proposed Floor Plans 2 of 2
PD - 1535 - 120	Building 3 Proposed Elevations 1 of 4
PD - 1535 - 121	Building 3 Proposed Elevations 2 of 4
PD - 1535 - 122	Building 3 Proposed Elevations 3 of 4
PD - 1535 - 123	Building 3 Proposed Elevations 4 of 4
PD - 1535 - 125	Building 4 Existing Plans & Elevations
PD - 1535 - 126	Building 4 Proposed Plans
PD - 1535 - 127	Building 4 Proposed Elevations & Sections
PD - 1535 - 130	Building 5 Existing Floor Plans
PD - 1535 - 131	Building 5 Existing Elevations & Sections
PD - 1535 - 132	Building 5 Proposed Ground Floor Plans
PD - 1535 - 133	Building 5 Proposed Upper Floor Plans
PD - 1535 - 134	Building 5 Proposed Elevations A & B
PD - 1535 - 135	Building 5 Existing and Proposed Elevations
PD - 1535 - 140	Building 6 Proposed Plans 1 of 3
PD - 1535 - 141	Building 6 Proposed Plans 2 of 3
PD - 1535 - 142	Building 6 Proposed Plans 3 of 3
PD - 1535 - 143	Building 6 Proposed Elevations 1 of 2
PD - 1535 - 144	Building 6 Proposed Elevations 2 of 2
PD - 1535 - 145	Building 7 Proposed Plans 1 of 2

PD – 1535 - 146	Building 7 Proposed Plans 2 of 2
PD – 1535 - 147	Building 7 Proposed Elevations
PD – 1535 - 150	Building 16 Existing Ground Floor plans
PD – 1535 - 151	Building 16 Existing Upper Floor Plans
PD – 1535 - 152	Building 16 Proposed Ground Floor Plan
PD – 1535 - 153	Building 16 Proposed Upper Floor Plan 1 of 2
PD – 1535 - 154	Building 16 Proposed Upper Floor Plan 2 of 2
PD – 1535 - 155	Building 16 Proposed Elevations
PD – 1535 - 156	Building 16 Proposed Elevations and Sections

No other drawings, schedule(s) or documents are approved except where compliance with the conditions attached to this planning permission require otherwise. For the avoidance of doubt, the illustrative drawings submitted in support of the application including those set out within the approved Design and Access Statement are not approved.

Reason: To ensure that the development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity with regard to saved UDP Policies T10 and T14 of the London Borough of Newham adopted Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 3.7, 3.8, 3.17, 4.6, 4.7, 4.8, 4.12, 5.2, 5.3, 5.7, 5.10, 5.11, 5.12, 5.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.13, 7.14 and 7.15 of the London Plan (adopted July 2011) and Policies S1, S2, SP1, SP2, SP3, SP4, SP6, SP7, H1, H2, J1, J2, SC1, SC2, SC3, SC4, INF1, INF2, INF3, INF4, INF5, INF6, INF7 and INF8 of the Newham Core Strategy (adopted January 2012).

A8 The total quantum of built floorspace for each Use Class within the Outline Planning Application Boundary shall not exceed:

Use	Floorspace (sqm)(Gross Internal Area)
Residential (C3)	1192 units
'Flexible Uses Floorspace' comprising retail (class A1), Financial and professional services (class A2), Restaurant cafes and bars (classes A3/4), offices and workshops (class B1), Non-residential institution (class D1) and assembly and leisure (class D2)	12,593 m ² (subject to condition A10)
Offices and workshops (Class B1)	33,950m ²
Hotel (C1)	350 bedrooms or 22,500m ²

In the event of any discrepancy between the floorspace specified above and the documents submitted in support of the application the floorspace figures specified above shall apply.

Reason: To ensure that the development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity with regard to saved UDP Policies T10 and T14 of the London Borough of Newham adopted Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 3.7, 3.8, 3.17, 4.6, 4.7, 4.8, 4.12, 5.2, 5.3, 5.7, 5.10, 5.11, 5.12, 5.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.13, 7.14 and 7.15 of the London Plan (adopted July 2011) and Policies S1, S2, SP1, SP2, SP3, SP4, SP6, SP7, H1, H2, J1, J2, SC1, SC2, SC3, SC4, INF1, INF2, INF3, INF4, INF5, INF6, INF7 and INF8 of the Newham Core Strategy (adopted January 2012).

- A9 The total quantum of built floorspace within the Detailed Planning Application Area of the application shall not exceed:

Use	Floorspace (sqm)(Gross Internal Area)
'Flexible Uses Floorspace' comprising office / workshop/ non-residential institution (B1/D1)	2,620 (subject to condition A10)
Offices (B1)	8,170m ²
Public House / Bar (A4)	500m ²
Financial and Professional Services (A2)	300 m ²
Residential Units	8 x units within the Sugar House only

In the event of there being any discrepancy between the floorspace specified above and the documents submitted in support of the application the floorspace figures specified above shall apply.

Reason: To ensure that the development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity with regard to saved UDP Policies T10 and T14 of the London Borough of Newham adopted Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 3.7, 3.8, 3.17, 4.6, 4.7, 4.8, 4.12, 5.2, 5.3, 5.7, 5.10, 5.11, 5.12, 5.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.13, 7.14 and 7.15 of the London Plan (adopted July 2011) and Policies S1, S2, SP1, SP2, SP3, SP4, SP6, SP7, H1, H2, J1, J2, SC1, SC2, SC3, SC4, INF1, INF2, INF3, INF4, INF5, INF6, INF7 and INF8 of the Newham Core Strategy (adopted January 2012).

- A10 The total quantum of Flexible Uses Floorspace across the combined application site as allowed for under Conditions A9 and A10 of this permission shall not exceed 15,213m² GIA and shall be accommodated within the parameters set by the approved plans.

Unless otherwise agreed in writing by the Local Planning Authority, the maximum floorspace for each Use Class within the 'Flexible Uses

Floorspace' across the application site allowed for under Conditions A8 and A9 of this permission shall not exceed the following areas:

Flexible Use Floorspace	Floorspace (sqm)(Gross Internal Area)
A1 (Retail)	1,600
A2 (Financial and Professional Services)	1,400
A3/A4 (Restaurants and Cafes/Bars)	2,500
B1 (Business – Offices and Workshops)	10,000
D1 (Non-residential Institution)	4,000
D2 (Assembly and Leisure)	3,500

In the event of there being any discrepancy between the figures specified above and the documents submitted in support of the application the floorspace figures specified in this condition shall apply. Each Reserved Matters application shall include a statement to demonstrate compliance with the above table.

Reason: To ensure that the development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity with regard to saved UDP Policies T10 and T14 of the London Borough of Newham adopted Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 3.7, 3.8, 3.17, 4.6, 4.7, 4.8, 4.12, 5.2, 5.3, 5.7, 5.10, 5.11, 5.12, 5.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.13, 7.14 and 7.15 of the London Plan (adopted July 2011) and Policies S1, S2, SP1, SP2, SP3, SP4, SP6, SP7, H1, H2, J1, J2, SC1, SC2, SC3, SC4, INF1, INF2, INF3, INF4, INF5, INF6, INF7 and INF8 of the Newham Core Strategy (adopted January 2012).

- A11 Notwithstanding the development hereby approved, no demolition of properties numbered 87, 88, 89, 90, 91, 92, 93, 94 or 95 on drawing no: PO-1-004_A shall take place until the Reserved Matters and a programme of implementation relating to Plots MU2 and MU4 have been submitted to and approved in writing by the Local Planning Authority.

Reason: To preserve the character and appearance of the conservation area until such time as replacement development comes forward, in accordance with Policies 7.4, 7.5, 7.6, 7.8 and 7.9 of the London Plan (adopted July 2011) and Policies SP1, SP3 and SP5 of the Newham Core Strategy (adopted January 2012).

- A12 Notwithstanding the provisions of the Use Classes Order (2005) (amended) this planning permission does not approve the use of any A2 floorspace within the development as a betting office.

Reason: The introduction of an additional betting shop in this locality would be likely to increase the potential for anti-social and criminal behaviour which is associated with the operation of betting shops in this borough, and would conflict with the Council's objectives for the creation of a socially inclusive, safe and welcoming environment at this location. The proposal is therefore considered to fail to comply with Policies S2, S4 and S9 of the of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State), Policies 2.15, 4.7, 7.3 of the London Plan (adopted July 2011)

- A13 Unless otherwise agreed in writing by the Local Planning Authority, the development shall provide the following minimum areas of open space and communal amenity space across the site and proposed within Appendix 1 of the Design and Access Statement:

Open Space	Amount (m ²)
Shared Space (includes highways and footways)	23,319
Public open space/green corridor	7,824
Semi-Private Residential Amenity Courtyard	8,261
Semi-Private Residential Amenity Space	2,532
Private Residential garden zone	1,779
Private Courtyard Zone	4,028

Reason: To ensure that the development is undertaken in accordance with the approved drawings and documents; the assessed Environmental Statement; and to protect local amenity with regard to saved UDP Policies T10 and T14 of the London Borough of Newham adopted Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 3.7, 3.8, 3.17, 4.6, 4.7, 4.8, 4.12, 5.2, 5.3, 5.7, 5.10, 5.11, 5.12, 5.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.13, 7.14 and 7.15 of the London Plan (adopted July 2011) and Policies S1, S2, SP1, SP2, SP3, SP4, SP6, SP7, H1, H2, J1, J2, SC1, SC2, SC3, SC4, INF1, INF2, INF3, INF4, INF5, INF6, INF7 and INF8 of the Newham Core Strategy (adopted January 2012).

- A14 Unless otherwise agreed in writing by the Local Planning Authority, the development shall provide the following minimum areas of amenity space across the site and proposed within Appendix 1 of the Design and Access Statement:

Amenity Space	Amount (m ²)
Communal Gardens	2,066
Neighbourhood Streets	1,924

Public Parks	2,347
Urban Hubs	375

Reason: In the interest of residential amenity and achieving a mixed and balanced development with regard to Policies H17 and OS8 of the London Borough of Newham Unitary Development Plan (adopted June 2001 saved from 27th September 2007 by direction from the Secretary of State),, Policies 3.5, 3.6, 3.7, 7.1, 7.2, 7.3, 7.5, 7.6, 7.7, 7.8 and 7.21 of the London Plan (July 2011) and Policies SP1, SP2, SP3 and SP5 of the Newham Core Strategy (adopted January 2012).

- A15 Unless otherwise agreed in writing by the Local Planning Authority the development hereby approved shall provide the following site-wide dwelling mix:

Unit Type	No. of units
Studio	8 (1%)
1-bed	468 (39%)
2-bed	244 (20%)
3-bed	430 (36%)
4-bed	34 (3%)
5-bed	16 (1%)
Total	1200

Each application for Reserved Matters shall include a statement to demonstrate compliance with the site-wide dwelling mix.

Reason: In the interest of providing a mixed and balanced community with regard to Policies 3.7, 3.8 and 3.9 of the London Plan (July 2011) and Policies S1, S2, SP1, H1 and H2 of the Newham Core Strategy (adopted January 2012).

- A16 The maximum number of car parking spaces to be provided within the Outline Planning Application Area shall be as follows:

Use	No. of Spaces
Residential (C3)	0.85 spaces per dwelling or up to 1013 spaces in total of which 10% will be for blue badge holders
Employment (B1)	1 space per 1,000sqm, or up to 39 spaces in total, of which 10% will be for blue badge holders
Retail (A1/A2A3/A4)	Up to 27 at-grade spaces in total 10% of which will be for blue badge holders
Hotel (C1)	Up to 160 spaces 10% of which will be for blue badge holders
Community Use (B1/D2)	Up to 42 spaces of which 14 will be for blue badge holders
Total	Up to 1,281 spaces

All vehicular parking referred to above shall be provided and permanently retained for use by occupiers and users of the floorspace to which those spaces are allocated unless otherwise agreed in writing by the Local Planning Authority. All blue badge parking shall be designed to be suitable for use by a person with disabilities (in accordance with the specifications within BS8300: Design of buildings and their approaches to meet the needs of disabled people: Code of Practice).

Reason: To ensure the provision of adequate off street car parking facilities to the standards adopted by the Local Planning Authority and with regard to Policies 6.13 of the London Plan (adopted July 2011) and Policy INF2 of the Newham Core Strategy (adopted January 2012).

- A17 The development shall provide the following minimum levels of car parking spaces for electric vehicles:

Use	No. of Spaces
C3 - Residential	20%
Commercial	20% + a further 10% to allow for future uplift

Works to each Plot within the development hereby approved shall not commence until details of the number, location, installation and management of electric vehicle re-charging points have been submitted to and approved by the Local Planning Authority. The electric vehicle re-charging points shall be implemented and maintained in accordance with the approved details and to the satisfaction of the Local Planning Authority.

Reason: To encourage more sustainable forms of transport and reduce carbon emissions in accordance with Policy 6.13 of the London Plan (adopted July 2011).

- A18 The minimum number of motorcycle parking spaces to be provided within the Outline Planning Application Area shall be as follows:

Use	No. of Spaces
C3 - Residential	119
B1 – Employment	39
A1 / A2 – Retail	27
Other uses combined	19

All motorcycle parking referred to above shall be provided and permanently retained for use by occupiers and users of the floorspace to which those spaces are allocated unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the provision of adequate off street motorcycle parking in accordance with Policies 6.13 of the London Plan (adopted July 2011)

and Policy INF2 of the Newham Core Strategy (adopted January 2012).

- A19 The minimum number of cycle parking spaces to be provided within the Outline Planning Application Area shall be as follows:

Use	No. of Spaces
C3 - Residential	A minimum of 1 space per unit, or 1192 spaces
B1 - Employment	A minimum of 1 space per 125 sqm, or 157 spaces
A-Class and D-Class Combined	A minimum of 50 spaces

All vehicular parking referred to above shall be provided and permanently retained for use by occupiers and users of the floorspace to which those spaces are allocated unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the provision of adequate cycle parking facilities in accordance with Policies 6.9 of the London Plan (adopted July 2011) and Policy INF2 of the Newham Core Strategy (adopted January 2012).

- A20 The development hereby approved shall be carried out in accordance with the approved Flood Risk Assessment (R23627_008/rev dated February 2012) and Drainage Strategy (R001/Rev C dated May 2012) and the following mitigation measures detailed within them:

- Setting finished floor levels no lower than 5.3m AOD;
- Providing appropriate improvement/protection works and a maintenance regime for the flood defences in line with the River Walls Structural Survey Report and Annexes;
- Maintaining uninhibited access to the river wall and channel, with the exception of buildings R1.4 and R2.4;
- Providing safe access and egress for all site users during all flood events up to and including the 1 in 100 chance in any year event, taking the effects of climate change into account.

The mitigation measures shall be fully implemented prior to occupation of the phase and subsequently maintained in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may be subsequently agreed, in writing, by the Local Planning Authority.

Reason: To ensure that the development and its users are safe from flooding

- A21 In the event that crange or scaffolding is required to be at a height above 67.0m AOD during construction, the crange or scaffolding height details shall be submitted to and approved in writing by the Local Planning Authority in consultation with London City Airport.

Reason: In the interest of airport safeguarding in accordance with Policy 6.6 of the London Plan (adopted July 2011) and Policies SP1 and INF1 of the Newham Core Strategy (adopted January 2012).

B. Conditions relating to the Full Planning Permission (the 'Detailed Planning Area' defined on drawing number PO-0-001) only:

Design

B1 The development hereby approved shall not commence until the following details of each building have been submitted to and approved in writing by the Local Planning Authority:

- Samples and specifications of all external materials;
- Details of roofs, windows, doors, entrances and openings (sections and elevations at 1:20 and product specifications);
- Details of signage (where necessary);
- Details of roof plant and screening

The details shall include the colour, texture, type and manufacturers' specification of the materials to be used. The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority.

Reason: To ensure a satisfactory standard of external appearance in accordance with Policies 7.4, 7.5, 7.6, 7.8 and 7.9 of the London Plan (adopted July 2011) and Policies SP1, SP3 and SP5 of the Newham Core Strategy (adopted January 2012).

B2 Prior to the commencement of works on Buildings 5 and 16 full details of the following shall be submitted to and approved in writing by the Local Planning Authority:

- Schedule of repair works; and
- Details (sections and elevations at 1:20) showing the junction between retained building and proposed extension

The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority

Reason: To ensure a satisfactory standard of external appearance in accordance with Policies 7.4, 7.5, 7.6, 7.8 and 7.9 of the London Plan (adopted July 2011) and Policies SP1, SP3 and SP5 of the Newham Core Strategy (adopted January 2012).

B3 The development hereby approved shall not commence until the detailed design of the following areas have been submitted and approved in writing by the Local Planning Authority;



- a) Shared spaces
- b) Parking areas
- c) Three Mills Wall River frontage.

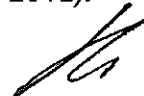
A hard and soft landscaping scheme shall include details (including samples/specification) of the following:

- (i) plants and trees (common and Latin names, size and pot height; density or number, tree girth and method of growth i.e. container or open ground);
- (ii) hard landscaping, including the design of pedestrian routes, steps, ramps and materials (including samples) to be used on the site, including details of suppliers or manufacturers;
- (iii) highway materials/surfaces, road markings and signage;
- (iv) children's play equipment;
- (v) location and design of any seating areas;
- (vi) fences, railing and/or walls, including those along the towpath and/or river boundary;
- (vii) boat moorings;
- (viii) new in-channel habitats;
- (ix) life saving provision and equipment along the towpath and/or river boundary;
- (x) signage and information boards including implementing Legible London;
- (xi) evidence that all hard and soft landscaping (including materials, signage, seating, railings etc) shall be fully accessible and useable for all, including disabled people, wheelchair users, people with sight impairment and people with prams or pushchairs;
- (xii) a landscape management plan, including long-term design objectives, management responsibilities and maintenance schedules for all landscaped areas

The approved scheme shall be completed before first occupation and be permanently maintained thereafter to the satisfaction of the Local Planning Authority.

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

Reason: In the interest of design quality, residential amenity, walking, cycling, accessibility, public safety and biodiversity in accordance with Policy OS8 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 7.1, 7.2, 7.3, 7.5, 7.6, 7.8 and 7.21 of the London Plan (adopted July 2011) and Policies SP2, SP3 and SP5 of the Newham Core Strategy (adopted January 2012).



Highways and Access

- B4 The development hereby approved shall not commence until a Construction Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Construction Travel Plan shall include initiatives, targets and monitoring procedures for promoting sustainable travel patterns. The Construction Travel Plan shall be implemented for the duration of the construction period unless otherwise agreed in writing by the Local Planning Authority.

Reason: To promote sustainable modes of transport in accordance with Policy 3C.3 of the adopted London Plan (adopted July 2012) and Policy T5 of the Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State).

- B5 The development hereby approved shall not be occupied until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The Delivery and Servicing Plan shall:

- i) seek to rationalise the number of delivery and servicing trips including waste, particularly during peak traffic periods, with the aim of reducing the impact of residual freight activity;
- ii) include details of the location and management of servicing areas and routes through the site, sweep paths, the maximum size of service vehicles and any exceptional servicing arrangements;
- iii) ensure that delivery space and time is actively controlled through measures set out in the DSP;
- iv) set out the measures to enforce the servicing arrangements.

The development shall be occupied in accordance with Delivery and Servicing Plan unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that all aspects of the development to which occupiers and/or members of the public will have access are adequately and appropriately managed, maintained and controlled and to minimise any potential impacts on the road network in accordance with Policies 6.12 and 6.13 of the London Plan (adopted July 2011) and Policy INF2 of the Newham Core Strategy (adopted January 2012).

- B6 The development hereby approved shall not be occupied until a Parking Management Plan has been submitted to and approved by the Local Planning Authority. The development shall be occupied in accordance with the Parking Management Plan unless otherwise agreed by the Local Planning Authority.

Reason: To ensure that the car parking spaces are appropriately distributed in accordance with Policies 6.1, 6.3, 6.9, 6.10, 6.11, 6.12 and



6.13 of the London Plan (adopted July 2011) and Policies INF1 and INF2 of the Newham Core Strategy (adopted January 2012).

- B7 The development hereby approved shall not commence until details of the location and design of secure cycle parking facilities have been submitted to and approved in writing by the Local Planning Authority. The approved cycle parking spaces shall be provided prior to the first occupation and shall be retained thereafter.

Reason: To ensure the provision of adequate cycle parking facilities in accordance with Policies 6.9 of the London Plan (adopted July 2011) and Policy INF2 of the Newham Core Strategy (adopted January 2012).

- B8 Any building within the development hereby approved shall not be occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include:

- a) the appointment of a Travel Plan coordinator with responsibility for implementing the Travel Plan
- b) targets on the use of sustainable travel and reducing the reliance on private cars;
- c) appropriate management strategies and measures to support these targets; and shall include monitoring and review arrangements.

The development shall be occupied only in accordance with the approved Travel Plan.

Reason: To promote sustainable modes of transport in accordance with Policy 6.3 of The London Plan (adopted July 2011) and Policy INF2 of the Newham Core Strategy (adopted January 2012).

Archaeology

- B9 The development hereby approved shall not commence until a programme of archaeological and historic buildings recording work in accordance with a Written Scheme of Investigation has been submitted by the applicant and approved by the Local Planning Authority. No development or demolition shall take place other than in accordance with the Written Scheme of Investigation.

The relevant building shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation and the provision made for analysis, publication and dissemination of the results (including public interpretation) and archive disposition has been secured.

Reason: Heritage assets of archaeological and historic buildings interest survive on the site as well as historic plant and machinery. The planning authority wishes to secure the provision of archaeological investigation



and the subsequent recording of the remains prior to demolition and development, in accordance with Policy EQ43 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27th September 2007 by direction from the Secretary of State), Policy 7.8 of the London Plan (adopted July 2011) and Policy SP5 of the Newham Core Strategy (adopted January 2012).

Contamination

- B10 The development hereby approved shall not commence until an investigation into ground conditions has been undertaken in accordance with the Model Procedures for the Management of Land Contamination, Environment Agency, Contaminated Land Report 11. A Site Investigation Report, and proposed options appraisal and Remediation Strategy, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard the public, the environment and protection of groundwater with regard to policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policy 5.21 of the London Plan (adopted July 2011) and Policies SP3 and SC1 of the Newham Core Strategy (adopted January 2012).

- B11 As soon as reasonably practicable, and before the occupation of any remediated area of the site, a Verification Report, providing details of the data collected to demonstrate that the works set out in the Remediation Strategy are complete and identifying any requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action, shall be submitted and approved by the Local Planning Authority in writing, stating what works were undertaken and that the remedial scheme was completed in accordance with the approved remediation strategy.

Reason: To safeguard the public, the environment and protection of groundwater with regard to policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policy 5.21 of the London Plan (adopted July 2011) and Policies SP3 and SC1 of the Newham Core Strategy (adopted January 2012).

- B12 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until the developer has submitted a remediation strategy to the Local Planning Authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: The Environmental Statement (ES) reports that this site has a long history of commercial and industrial activity and the site investigation

identified significant levels of contaminants in both soil and groundwater. There is therefore, a strong possibility that during demolition and enabling works unexpected contamination will be encountered and will have to be dealt with in an appropriate manner.

Construction

B13 The development hereby approved shall not commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall include:

- a) Details of the site manager, including contact details (phone, facsimile, email, postal address);
- b) The location of a large notice board on the site that clearly identifies the name and contact details of the site manager;
- c) Any means, such as a restriction on the size of construction vehicles and machinery accessing the site, required to ensure that no damage occurs to adjacent streets throughout the construction period;
- d) Any means of protection of services such as pipes and water mains within the road;
- e) Measures to be adopted to maintain the site in a tidy condition in terms of disposal/storage of rubbish, storage and unloading of building materials and similar construction activities;
- f) Measures to be adopted to ensure that pedestrian access past the site on the public footpaths is safe and not obstructed during construction works;
- g) Location of workers conveniences (e.g. portaloos);
- h) Ingress and egress to and from the site for vehicles during site works period;
- i) Proposed numbers and timing of truck movements throughout the day and the proposed routes;
- j) an assessment of the cumulative impacts of construction traffic;
- k) details of the likely volume of construction trips and any mitigation measures proposed;
- l) site access arrangements;
- m) booking systems;
- n) construction phasing;
- o) vehicular routes;
- p) Scope for load consolidation to reduce generated road trips.
- q) Procedures for controlling sediment runoff, dust and the removal of soil, debris and demolition and construction materials from public roads or places;
- r) Proposed hours of work on the site;
- s) Location of vehicle and construction machinery accesses during the period of site works;
- t) Details of the mitigation measures for dust and emissions as well as methodology for monitoring during construction;
- u) Details of the effects of construction traffic on air pollution.

~~Page 17 of 46~~

Page 17 of 46

No 11

No 11

The Construction Management Plan shall be implemented and maintained throughout the entire demolition and construction period. The development shall be constructed in accordance with the approved Construction Management Plan, unless otherwise approved in writing by the Local Planning Authority.

Reason: To safeguard the amenities of the area with regard to Policies 5.3, 5.18, 6.9, 6.10, 6.12, 7.14 and 7.15 of the London Plan (adopted July 2011), Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP2, SP3, SC1, SC2, SC3, SC4, INF2, INF3, INF4, INF6, INF7 and INF9 of the Newham Core Strategy (adopted January 2012).

- B14 No demolition, construction or building works shall be carried out except between the hours of 08.00 and 18.00 on Mondays to Fridays and 08.00 to 13.00 on Saturdays and not at all on Sundays or Bank Holidays without the prior written approval of the Local Planning Authority unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.

Deliveries of construction and demolition materials to and from the site by road shall take place between 07:00 and 19:00 on Monday to Fridays and 08:00 and 13:00 on Saturdays and at no other time except with the prior written approval of the Local Planning Authority.

Reason: In order to minimise noise and disturbance in the interest of residential amenity in accordance with Policies 5.3, 5.18, 7.14 and 7.15 of the London Plan (adopted July 2011), Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP1, SP2, INF2, INF3 of the Newham Core Strategy (adopted January 2012).

- B15 The development hereby approved shall not commence until a survey of the condition of the waterway walls, and a method statement and schedule of the repairs and dredging works identified shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the Canals and River Trust. Any heritage features and materials identified by the survey shall be made available for inspection by British Waterways and where appropriate, preserved in-situ or reclaimed and re-used elsewhere on site or on a nearby waterway wall. The repair and dredging works identified shall be carried out in accordance with the method statement and repairs schedule by a date to be agreed in the repairs schedule.

Reason: In the interest of the structural integrity of the waterway wall, waterway heritage, navigational safety and visual amenity in accordance with Policies 7.24 and 7.28 of the London Plan (adopted July 2011) and Policies SC3 and INF7 of the Newham Core Strategy (adopted January

2012).

B16 No development within the Detailed Planning Area shall take place until a scheme to repair the river walls identified as Code 4 (major structural repair to ensure long term function) in *Annex 1 Structural Inspection of River Walls by EDS Ref A5820: Recommended Actions* and *Visual Inspection of River Walls by Ramboll: Recommended Actions*, has been submitted to and approved in writing by the Local Planning Authority. The scheme must draw upon the information in the *River Walls Structural Survey Report Ref 18798 16 March 2012* and shall include:

- The results and findings of further investigations of the Code 4 river walls, intrusive investigations required if necessary and once obstructive vegetation has been sensitively removed
- Details of possible river wall supports, such as tie backs, for the Code 4 river walls shall be reported once investigated further and compared to the proposed building foundations
- Details of the proposed remediation/repair works and a schedule of these works
- A management plan demonstrating the long term management and maintenance of these sections of river wall

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may be subsequently agreed, in writing, by the Local Planning Authority.

Reason: To ensure the structural integrity of existing and proposed flood defences on site, thereby reducing the risk of flooding.

B17 No development within the Detailed Planning Area shall commence until a scheme for further works to the river walls as identified in *Annex 1 Structural Inspection of River Walls by EDS Ref A5820: Recommended Actions* and *Visual Inspection of River Walls by Ramboll: Recommended Actions*, shall be submitted to and approved in writing by the Local Planning Authority. The scheme must draw upon the information in the *River Walls Structural Survey Report Ref 18798 16 March 2012* and shall include:

- The results and findings of further investigations of the river walls, intrusive investigations required if necessary and once obstructive vegetation has been sensitively removed
- Details of possible river wall supports, such as tie backs, shall be reported once investigated further and compared to the proposed building foundations
- Details of any proposed remediation/repair works and a schedule of these works
- A management plan demonstrating the long term management and maintenance of the river walls



The scheme for each phase shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may be subsequently agreed, in writing, by the Local Planning Authority.

Reason: To ensure the structural integrity of existing and proposed flood defences on site, thereby reducing the risk of flooding

- B18 No piling or any other foundation designs using penetrative methods shall be permitted other than with the express written consent of the Local Planning Authority, which may be given to those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development of the phase shall be carried out in accordance with the approved details.

Reason: To prevent the creation of pollutant pathways to underlying aquifers.

Hydrology

- B19 The development hereby approved shall not commence until details of surface water drainage, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, have been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate that the surface water run-off generated up to and including the 1 in 100 chance in any year storm, taking the effects of climate change into account, will be reduced as far as is practicably possible and by a minimum of 50% compared to existing rates. The scheme should demonstrate that Sustainable Drainage Systems (SUDS) have been maximised on site to help attenuate all storm events up to and including the 1 in 100 chance in any year flood event, taking the effects of climate change into account. The scheme shall subsequently be implemented in accordance with the approved details.

Reason: To minimise flood risk on and off site by ensuring the satisfactory storage and disposal of surface water from the site.

- B20 The development hereby approved shall not commence until a scheme to dispose of foul and surface water has been submitted to and approved in writing by the Local Planning Authority. The scheme to dispose of foul and surface water shall be implemented in accordance with the approved details.

Reason: To prevent pollution of the water environment.

- B21 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 approval details.

Reason: It has been demonstrated that this site has a long history of commercial and industrial activity and the site investigation identified significant levels of contaminants in both soil and groundwater. Infiltration drainage systems such as soakaways are not permitted in contaminated land as contaminants within the soil could be mobilised and migrate to the vulnerable aquifer.

Environmental Health

- B22 The development hereby approved shall not commence until an acoustic report has been submitted to and approved by the Local Planning Authority. Plant operation and activity on site shall not give rise to a BS4142 rating level greater than the background level at the nearest or worst affected property. Where it is considered impractical to meet this noise standard the report should detail mitigation measures taken to reduce noise to a minimum.

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

Reason: To protect the amenity of future occupants and/or neighbours and with regards to Policies 5.3, 5.18, 7.14 and 7.15 of the London Plan (adopted July 2011), Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP1, SP2, INF2, INF3 of the Newham Core Strategy (adopted January 2012).

- B23 The development hereby approved shall not commence until details of the proposed sound insulation between residential accommodation and any non residential uses has been submitted to and approved by the Local Planning Authority. Details should include airborne and/or impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours in accordance with Policies 5.3, 5.18, 7.14 and 7.15 of the London Plan (adopted July 2011), Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP1, SP2, INF2, INF3 of the Newham Core Strategy (adopted January 2012).



- B24 Works to any A3 and A4 uses within the development hereby approved shall not commence until details of the grease trap or grease digester system to be installed for the commercial kitchen have been submitted to and approved by the Local Planning Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State).

- B25 Works on any commercial use shall not commence until details of any mechanical ventilation or other plant associated with the operation of the building shall be submitted to and approved by the Local Planning Authority. Details should include plans and drawings, full specifications of all filtration and odour abatement systems, noise output, termination points and maintenance schedules. Particular consideration should be given to the potential high level discharge of kitchen extract air or odoriferous extract air where a high level of discharge is usually essential. Regard shall be had to the guidance and best practice in 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' published by the Department for Environment, Food and Rural Affairs. The approved scheme shall be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State).

Waste Management

- B26 The development hereby approved shall not commence until a Waste Management Strategy has been submitted to and approved in writing by the Local Planning Authority. The Waste Management Strategy shall include the following information:
- a) Details of a strategy for minimising the production of waste both during construction and for the occupied development;
 - b) Details of the provision of facilities for the storage and collection of separated wastes (including separated storage of recyclable materials),
 - c) Details of the proposed methods for collection and analysis of waste production and materials recovery data; and
 - d) Details of service vehicle routing and access points for all commercial units.

The approved Waste Management Strategy shall be implemented at all times during construction and operation of the relevant Development Plot, to the satisfaction of the Local Planning Authority.

Reason: To ensure a long-term sustainable waste management strategy for the development site and control the transport and environmental impact of all collection, transfer and disposal movements with regard to Policies 5.16 and 5.17 of the London Plan (adopted July 2011), Policy EQ54 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SC1, SP2, SP3 and INF3 of the Newham Core Strategy (adopted January 2012).

Energy and Sustainability

- B27 No above ground works shall take place until an Pre Assessment Report confirming that the design of the development is likely to achieve BREEAM rating "Very Good" has been submitted to and approved in writing by the Local Planning Authority. The development shall be constructed in all respects in accordance with the details approved by the Pre Assessment Report.

Reason: In the interest of climate change and sustainability in accordance with Policies 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11 of the London Plan (adopted July 2011) and Policy SC2 of the Newham Core Strategy (adopted 26th January 2012).

- B28 Within 6 months of first occupation, a final certificate confirming BREEAM rating 'Very Good' shall be submitted to the local planning authority. The development will at all times be operated in accordance with the BREEAM final certificate.

Reason: In the interest of climate change and sustainability in accordance with Policies 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11 of the London Plan (adopted July 2011) and Policy SC2 of the Newham Core Strategy (adopted 26th January 2012).



C. Conditions relating to the Outline Planning Permission (the 'Outline Planning Application Boundary' defined on drawing number PO-0-001) only:

Reserved Matters

C1 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Detailed Planning Area' defined on drawing number PO-0-001) shall not commence until detailed plans, sections and elevations of the following reserved matters have been submitted to and approved in writing by the Local Planning Authority for that part of the development:

- Layout;
- Scale;
- Appearance;
- Landscaping.

Reserved Matters shall be informed by the Parameter Plans and Design Code approved as part of the application.

Reason: To comply with Article 2 of the Town and Country Planning (Applications) Regulations 1988 as amended by the Planning (Applications for Planning Permission, Listed Buildings and Conservation Areas) (Amendment) (England) Regulations 2006 and Section 92 of the Town and Country Planning Act 1990 (as amended).

Design

C2 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not commence until the following details of each building have been submitted to and approved in writing by the Local Planning Authority:

- Samples and specifications of all external materials;
- Details of roofs, windows, doors, entrances, openings, balconies and signage (sections and elevations at 1:20 and product specifications);
- Details of framework for signage (where necessary);
- Details of roof plant and screening.

The details shall include the colour, texture, type and manufacturers specification of the materials to be used. The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority.

Reason: To ensure a satisfactory standard of external appearance and protect local amenity in accordance with Policies 7.3, 7.4, 7.5, 7.6 of the London Plan (adopted July 2011), and Policies SP2, SP3, SP4 and SP5

of the Newham Core Strategy (adopted January 2012).

- C3 Plots R2, R3 and R4 of the development hereby approved shall not commence until a 'Three Mills Moorings Facilities Design, Location and Implementation Strategy' has been submitted to and approved in writing by the Local Planning Authority in consultation with the 3 Mills Moorings Association and the residents of the moorings.

The Strategy shall include full details of:

- The following facilities dedicated to the residential moorings:
 - 1) cycle parking (a minimum of 20 spaces)
 - 2) waste and recycling facilities
 - 3) storage
 - 4) shower facilities
 - 5) laundry facilities
 - 6) residents' garden
- 20 car parking spaces to be made available for lease within the development;
- Proposed access and security measures to the moorings (such as gates and boundary treatment);
- The proposed use, treatment and landscaping of the land in between Plots R2, R3, R4 and the river wall adjoining the moorings; and
- Interim arrangements for the provision of the above facilities during the construction of Plots R2, R3 and R4.

The Strategy and details as approved by the Local Planning Authority shall thereafter be implemented and available for use prior to the first occupation of Plots R2, R3 and R4.

Reason: In the interest of the amenities of residents of the moorings and achieving a sustainable community in accordance with Policies 3.8, 3.9, 7.24, 7.25, 7.27, 7.28 and 7.30 of the London Plan (adopted July 2011) and Policies S1, S2, SP1, SP3, H1, INF2, SC3 and INF7 of the Newham Core Strategy (adopted January 2012).

- C4 The Distillery Building (Building 68) shall not be demolished until hoardings have been erected immediately to the east of this building and along the full extent of its eastern elevation.

Reason: In the interest of the amenities of residents of the moorings and achieving a sustainable community in accordance with Policies 3.8, 3.9, 7.24, 7.25, 7.27, 7.28 and 7.30 of the London Plan (adopted July 2011)



and Policies S1, S2, SP1, SP3, H1, INF2, SC3 and INF7 of the Newham Core Strategy (adopted January 2012).

C5 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not commence until the detailed design of the following areas within that Plot or part therein have been submitted and approved and approved in writing by the Local Planning Authority:

- a) The Hub;
- b) Riverside Park (including Lea River Navigation frontage);
- c) Shared spaces;
- d) Communal courtyards;
- e) Three Mills Wall River frontage;

A hard and soft landscaping scheme shall include details (including samples/specification) of the following:

- (i) full details of plants and trees (common and Latin names, size and pot height; density or number, tree girth and method of growth i.e. container or open ground);
- (ii) full details of all hard landscaping, including the design of pedestrian routes, steps, ramps and materials (including samples) to be used on the site, including details of suppliers or manufacturers;
- (iii) highway materials/surfaces, road markings and signage;
- (iv) children's play equipment;
- (v) bus stops;
- (vi) Barclays Cycle Hire;
- (vii) external lighting;
- (viii) location and design of any seating areas;
- (ix) fences, railing and/or walls, including those along the towpath and/or river boundary;
- (x) boat moorings;
- (xi) new in-channel habitats;
- (xii) life saving provision and equipment along the towpath and/or river boundary;
- (xiii) signage and information boards, including implementing Legible London;
- (xiv) the measures required to mitigate the wind impacts of buildings within Plots R2, R4, R7, R8, MU3 and MU4;
- (xv) evidence that all hard and soft landscaping (including materials, signage, seating, railings etc) shall be fully accessible and useable for all, including disabled people, wheelchair users, people with sight impairment and people with prams or pushchairs;
- (xvi) a landscape management plan, including long- term design objectives, management responsibilities and maintenance schedules for all landscaped areas



The approved scheme shall be completed before the occupation of the relevant Plot hereby approved commences and shall be permanently maintained thereafter to the satisfaction of the Local Planning Authority.

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

Reason: In the interest of design quality, residential amenity, walking, cycling, accessibility, public safety and biodiversity with regard to Policy OS8 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 7.1, 7.2, 7.3, 7.5, 7.6, 7.8 and 7.21 of the London Plan (adopted July 2011), and Policies SP2, SP3 and SP5 of the Newham Core Strategy (adopted January 2012).

- C6 Plots R7 and R8 or part therein shall not commence until a scheme showing details of the bank naturalisation of the River Lea Navigation have been submitted to and approved in writing by the Local Planning Authority. The scheme shall demonstrate that at least 100m of the river wall on the western boundary of the site has been lowered and aquatic and marginal habitats created. The design of this area shall be informed by the cross section contained in section 7.8 The Riverside Quarter (W) in the Design and Access Statement. The bank naturalization shall be implemented in accordance with the approved details.

Reason: To ensure the protection of wildlife and supporting habitat and secure opportunities for the enhancement of the nature conservation value of the site in line with national planning policy.

- C7 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not commence until a Security Management Scheme has been submitted to and approved by the Local Planning Authority. The Security Management Scheme shall demonstrate compliance with the principles of Secure by Design. The relevant Plot shall be implemented in accordance with the approved Security Management Scheme.

Reason: In the interest of amenity and creating safer, sustainable communities and residential amenity and with regard to Policy 7.13 of the London Plan (adopted July 2011), and Policy SP3 of the Newham Core Strategy (adopted January 2012).

- C8 Any Plot or part therein within the development hereby approved that provides Use Class C3 (residential) floorspace shall not commence until a



Design and Access Statement demonstrating that all residential units comply with the London Housing Design Guide (August 2010), or its successor document, has been submitted to and approved in writing by the Local Planning Authority unless otherwise agreed by the parties. The development shall be implemented in accordance with the approved details.

Reason: To ensure that the development is constructed in accordance with the Design Guidelines on which this decision is based and to be consistent with the ambition for excellent housing design and, with regard to saved Policies EQ45, EQ47, EQ48, H17 of the London Borough of Newham adopted Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 3.5, 5.3, 7.1, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8 and 7.15 of the London Plan (adopted July 2011), and Policies SP1, SP2 and SP3 of the Newham Core Strategy (adopted January 2012).

- C9 All residential units within the development shall, where physically and financially practicable, adopt the 16 design features which together create a flexible blue print for accessible and adaptable housing published by the Joseph Rowntree Foundation Lifetime Homes Group or any standard amending or replacing it from time to time.

Reason: To ensure that accessible housing is provided in accordance with Policy H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved by the Secretary of State in 2007), Policies 3.8, 7.2 and 7.6 of the London Plan (adopted July 2011) and Policies SP1, H1, SP2 of the Newham Core Strategy (adopted January 2012).

- C10 Unless otherwise agreed in writing by the Local Planning Authority, no fewer than 10% of the total number of residential units within the development shall be constructed to be easily adapted for residents who are wheelchair users in accordance with the publication "Wheelchair Housing Guide Second Edition" by Stephen Thorpe and Habinteg HA or those applicable at the time.

Reason: To ensure that accessible housing is provided, in accordance with Policy H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved by the Secretary of State in 2007 and not deleted on adoption of the Core Strategy on 26th January 2012) and Policies 3.8 and 7.2 of the London Plan (adopted July 2011) and Policies SP1, H1, H3 and SP2 of the Newham Core Strategy (adopted January 2012).

- C11 The relevant Plot or part therein within the development hereby approved shall not commence until an updated Daylight, Sunlight and Overshadowing Assessment of the impact of the scheme on the living conditions of future residents has been submitted to and approved in writing by the Local Planning Authority. The Daylight, Sunlight and Overshadowing Assessment shall test the impact of the development on



internal rooms and external amenity space and demonstrate that the detailed design does not worsen the impacts predicted in the Environmental Statement. The relevant Plot shall be implemented in accordance with the approved Assessment unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the relevant part of the development does not cause unacceptable harm to residential amenity, with regard to Policies 5.3, 7.6 of the London Plan (adopted July 2011), Policies SP1, SP3 and SP4 of the Newham Core Strategy (adopted January 2012) and 'BRE: Site Layout Planning for Daylight and Sunlight'.

Highways and Access

C12 The relevant Plot or part therein of the development hereby approved shall not commence until a Construction Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Construction Travel Plan shall include set targets and monitoring procedures for the sustainable travel initiatives suggested by the applicant. The development shall be constructed only in accordance with the Construction Travel Plan.

Reason: To promote sustainable modes of transport in accordance with Policy 3C.3 of the adopted London Plan (adopted June 2012), February 2008 consolidated with alterations since 2004 and Policy T5 of the UDP (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State).

C13 The relevant Plot or part therein of the development hereby shall not be occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall include:

- d) the appointment of a Travel Plan coordinator with responsibility for implementing the Travel Plan
- e) targets on the use of sustainable travel and reducing the reliance on private cars;
- f) appropriate management strategies and measures to support these targets; and shall include monitoring and review arrangements.

The development shall be occupied only in accordance with the approved Travel Plan.

Reason: To promote sustainable modes of transport in accordance with Policy 6.3 of The London Plan (adopted July 2011) and Policy INF2 of the Newham Core Strategy (adopted January 2012).

C14 The relevant Plot or part therein of the development hereby approved shall not be occupied until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority. The Delivery and Servicing Plan shall:



- a) seek to rationalise the number of delivery and servicing trips including waste, particularly during peak traffic periods, with the aim of reducing the impact of residual freight activity;
- b) include details of the location and management of servicing areas and routes through the site, swept paths, the maximum size of service vehicles and any exceptional servicing arrangements;
- c) ensure that delivery space and time is actively controlled through measures set out in the DSP;
- d) include details of how third party deliveries shall be achieved and managed;
- e) set out the measures to enforce the servicing arrangements.

The development shall be occupied only in accordance with the approved Delivery and Servicing Plan.

Reason: To ensure that all aspects of the development to which occupiers and / or members of the public will have access are adequately and appropriately managed, maintained and controlled and to minimise any potential impacts on the road network with regard to Policies 6.12 and 6.13 of the London Plan (adopted July 2011) and Policy INF2 of the Newham Core Strategy (adopted January 2012).

- C15 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not be occupied until a Parking Management Plan has been submitted to and approved by the Local Planning Authority. The development shall be occupied only in accordance with the Parking Management Plan.

Reason: To ensure that the car parking spaces are appropriately distributed with regard to Policies 6.1, 6.3, 6.9, 6.10, 6.11, 6.12 and 6.13 of the London Plan (adopted July 2011) and Policies INF1 and INF2 of the Newham Core Strategy (adopted January 2012).

- C16 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not commence until details of the location and design of secure cycle parking facilities have been submitted to and approved in writing by the Local Planning Authority. The cycle parking facilities shall be made available before first occupation of the relevant Plot. The cycle parking facilities shall be provided only in accordance with approved details unless otherwise agreed by the Local Planning Authority.

Reason: To ensure the provision of adequate cycle parking facilities to the standards adopted by the Local Planning Authority and with regard to Policies 6.9 of the London Plan (adopted July 2011), and Policy INF2 of the Newham Core Strategy (adopted January 2012).

- C17 The relevant Plot or part therein of the development hereby approved shall not be commenced until a strategy for the provision of Barclay's Cycle Hire (or successor scheme) serving the development has been submitted to and approved in writing by the Local Planning Authority in consultation with TfL. The strategy shall include the number and size of docking stations and the particular plot(s) of the development in which the docking station(s) shall be located. Subsequent reserved matters applications for the plots(s) identified in the approved strategy shall include the specific site(s) and size for the docking station(s) to be safeguarded for potential cycle hire. Unless otherwise agreed in writing, no development shall take place on the safeguarded site(s) which would prevent the provision of the docking station(s) of the approved size.

If the Barclays Cycle Hire Scheme (or successor scheme) is not operational within the Development by 31 December 2021 and by that date there is no alternative cycle hire scheme to serve the Development, approval shall be sought from the Local Planning Authority in consultation with TfL to release the land from safeguarding.

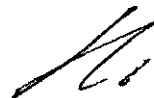
Reason: To make suitable provision for an extension to the Barclays Cycle Hire Scheme (or successor scheme) within the site.

Archaeology

- C18 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not commence until a programme of archaeological and historic buildings recording work in accordance with a Written Scheme of Investigation has been submitted by the applicant and approved by the Local Planning Authority. No development or demolition shall take place other than in accordance with the Written Schemes of Investigation.

The relevant Plot or part therein shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation and the provision made for analysis, publication and dissemination of the results (including public interpretation) and archive disposition has been secured.

Reason: Heritage assets of archaeological and historic buildings interest survive on the site as well as historic plant and machinery. The planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to demolition and development, in accordance with Policy EQ43 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policy 7.8 of the London Plan (adopted July 2011), and Policy SP5 of the Newham Core Strategy (adopted January 2012).



Contamination

- C19 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not commence until an investigation into ground conditions has been undertaken in accordance with the Model Procedures for the Management of Land Contamination, Environment Agency, Contaminated Land Report 11. A Site Investigation Report and Remediation Strategy shall be submitted to and approved in writing by the Local Planning Authority. The site shall be remediated only in accordance with the approved strategy unless otherwise agreed by the Local Planning Authority.

Reason: To safeguard the public, the environment and protection of groundwater with regard to Policy 5.21 of the London Plan (adopted July 2011), Policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP3 and SC1 of the Newham Core Strategy (adopted January 2012).

- C20 As soon as reasonably practicable, and before the occupation of the relevant Plot or part therein, a Verification Report shall be submitted to and approved by the Local Planning Authority. The Verification Report shall include details of the data collected to demonstrate that the remediation works are complete and identify any requirements for longer term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Reason: To safeguard the public, the environment and protection of groundwater with regard to Policy 5.21 of the London Plan (adopted July 2011), Policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP3 and SC1 of the Newham Core Strategy (adopted January 2012).

- C21 If contamination not previously identified is found to be present with the relevant Plot or part therein then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this unsuspected contamination shall be dealt with has been submitted and approved in writing by the Local Planning Authority. The remediation shall be implemented only in accordance with the approved strategy unless otherwise agreed by the Local Planning Authority.

Reason: The Environmental Statement (ES) reports that this site has a long history of commercial and industrial activity and the site investigation identified significant levels of contaminants in both soil and groundwater. There is therefore, a strong possibility that during demolition and enabling works unexpected contamination will be encountered and will have to be dealt with in an appropriate manner.



Construction

C22 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Outline Planning Area' defined on drawing number PO-0-001) shall not commence until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall include:

- a) Details of the site manager, including contact details (phone, facsimile, email, postal address);
- b) The location of a large notice board on the site that clearly identifies the name and contact details the site manager;
- c) Any means, such as a restriction on the size of construction vehicles and machinery accessing the site, required to ensure that no damage occurs to adjacent streets throughout the construction period;
- d) Any means of protection of services such as pipes and water mains within the road;
- e) Measures to be adopted to maintain the site in a tidy condition in terms of disposal/storage of rubbish, storage and unloading of building materials and similar construction activities;
- f) Measures to be adopted to ensure that pedestrian access past the site on the public footpaths is safe and not obstructed during construction works;
- g) Location of workers conveniences (e.g. portaloos);
- h) Ingress and egress to and from the site for vehicles during site works period;
- i) Proposed numbers and timing of truck movements throughout the day and the proposed routes;
- j) an assessment of the cumulative impacts of construction traffic;
- k) details of the likely volume of construction trips and any mitigation measures proposed;
- l) site access arrangements;
- m) booking systems;
- n) construction phasing;
- o) vehicular routes;
- p) Scope for load consolidation to reduce generated road trips.
- q) Procedures for controlling sediment runoff, dust and the removal of soil, debris and demolition and construction materials from public roads or places;
- r) Proposed hours of work on the site;
- s) Location of vehicle and construction machinery accesses during the period of site works;
- t) Details of the mitigation measures for dust and emissions as well as methodology for monitoring during construction;
- u) Details of the effects of construction traffic on air pollution; and
- v) a feasibility study has been carried out to assess the potential for moving freight by water during the construction cycle (waste and bulk materials).

The Construction Management Plan shall be implemented during the entire demolition and construction period. The development shall be constructed only in accordance with the approved Construction Management Plan unless otherwise approved in writing by the Local Planning Authority.

Reason: To safeguard the amenities of the area, with regard to Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 5.3, 5.18, 6.1, 6.3, 6.4, 6.9, 6.10, 6.12, 6.14, 7.14, 7.15 and 7.26 of the London Plan (July 2011) and Policies SP2, SP3, SC1, SC2, SC3, SC4, INF2, INF3, INF4, INF6, INF7 and INF9 of the Newham Core Strategy (adopted January 2012).

- C23 No demolition, construction or building works shall be carried out except between the hours of 08.00 and 18.00 on Mondays to Fridays and 08.00 to 13.00 on Saturdays and not at all on Sundays or Bank Holidays without the prior written approval of the Local Planning Authority unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974.

Deliveries of construction and demolition materials to and from the site by road shall take place between 07:00 and 19:00 on Monday to Fridays and 08:00 and 13:00 on Saturdays and at no other time except with the prior written approval of the Local Planning Authority.

Reason: In order to minimise noise and disturbance in the interest of residential amenity with regard to Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State), Policies 5.3, 5.18, 7.14 and 7.15 of the London Plan (adopted July 2011) and Policies SP1, SP2, INF2, INF3 of the Newham Core Strategy (adopted January 2012).

- C24 Plots R1 and R2 or part therein of the development approved shall not commence until a scheme for demonstrating there will be a contingency plan in place for maintenance of the river wall throughout the lifetime of the development and a scheme for demonstrating that there are no permanent obstructions to access for routine and emergency maintenance to the river wall have been submitted to and approved in writing by the Local Planning Authority. The development shall only be implemented in accordance with the approved scheme.

Reason: To allow necessary access and/or maintenance to the river wall for routine and emergency works, thereby reducing the risk of flooding.

- C25 No development approved by this planning permission shall take place until a scheme to repair the river walls identified as Code 4 (major structural repair to ensure long term function) in Annex 1 Structural

Inspection of River Walls by EDS Ref A5820: Recommended Actions and Visual Inspection of River Walls by Ramboll: Recommended Actions, has been submitted to, and approved in writing by the Local Planning Authority. The scheme must draw upon the information in the *River Walls Structural Survey Report Ref 18798 16 March 2012* and shall include:

- The results and findings of further investigations of the Code 4 river walls, intrusive investigations required if necessary and once obstructive vegetation has been sensitively removed
- Details of possible river wall supports, such as tie backs, for the Code 4 river walls shall be reported once investigated further and compared to the proposed building foundations
- Details of the proposed remediation/repair works and a schedule of these works
- A management plan demonstrating the long term management and maintenance of these sections of river wall

The scheme shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may be subsequently agreed, in writing, by the Local Planning Authority.

Reason: To ensure the structural integrity of existing and proposed flood defences on site, thereby reducing the risk of flooding.

C26 The relevant Plot or part therein of the development hereby approved shall not commence until a scheme for further works to the river walls as identified in *Annex 1 Structural Inspection of River Walls by EDS Ref A5820: Recommended Actions and Visual Inspection of River Walls by Ramboll: Recommended Actions*, shall be submitted to, and approved in writing, by the Local Planning Authority. The scheme must draw upon the information in the *River Walls Structural Survey Report Ref 18798 16 March 2012* and shall include:

- The results and findings of further investigations of the river walls, intrusive investigations required if necessary and once obstructive vegetation has been sensitively removed
- Details of possible river wall supports, such as tie backs, shall be reported once investigated further and compared to the proposed building foundations
- Details of any proposed remediation/repair works and a schedule of these works
- A management plan demonstrating the long term management and maintenance of the river walls

The scheme for each phase shall be fully implemented and subsequently maintained, in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may be subsequently agreed, in writing, by the Local Planning Authority.

Reason: To ensure the structural integrity of existing and proposed flood defences on site, thereby reducing the risk of flooding

- C27 No piling or any other foundation designs using penetrative methods shall be permitted other than with the express written consent of the Local Planning Authority, which may be given to those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development of the phase shall be carried out in accordance with the approved details.

Reason: To prevent the creation of pollutant pathways to underlying aquifers.

Hydrology

- C28 The relevant Plot or part therein of the development hereby approved shall not commence until details of surface water drainage, based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development, have been submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate that the surface water run-off generated up to and including the 1 in 100 chance in any year storm, taking the effects of climate change into account, will be reduced as far as is practicably possible and by a minimum of 50% compared to existing rates. The scheme should demonstrate that Sustainable Drainage Systems (SUDS) have been maximised on site to help attenuate all storm events up to and including the 1 in 100 chance in any year flood event, taking the effects of climate change into account. The scheme shall subsequently be implemented in accordance with the approved details.

Reason: To minimise flood risk on and off site by ensuring the satisfactory storage and disposal of surface water from the site.

- C29 The relevant Plot or part therein of the development hereby approved shall not commence until a scheme to dispose of foul and surface water has been submitted to and approved in writing by the Local Planning Authority. The scheme to dispose of foul and surface water shall be implemented in accordance with the approved details.

Reason: To prevent pollution of the water environment.

- C30 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 approval details.

Reason: It has been demonstrated that this site has a long history of commercial and industrial activity and the site investigation identified

significant levels of contaminants in both soil and groundwater. Infiltration drainage systems such as soakaways are not permitted in contaminated land as contaminants within the soil could be mobilised and migrate to the vulnerable aquifer.

Environmental Health

- C31 The relevant Plot or part therein of the development hereby approved (excluding the area of Plot MU1 within the 'Detailed Planning Area' defined on drawing number PO-0-001) shall not commence until an acoustic report to demonstrate that plant operation and activity on site shall not give rise to a BS4142 rating level greater than the background level at the nearest or worst affected property has been submitted to and approved by the Local Planning Authority. Where it is considered impractical to meet this noise standard the report should detail mitigation measures taken to reduce noise to a minimum. The approved scheme shall be implemented prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours and with regards to Policies 5.3, 5.18, 7.14 and 7.15 of the London Plan (adopted July 2011), Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP1, SP2, INF2, INF3 of the Newham Core Strategy (adopted January 2012).

- C32 The relevant Plot or part therein of the development hereby approved shall not commence until details of the airborne and impact sound insulation between any residential and non-residential accommodation has been submitted to and approved by the Local Planning Authority. The sound insulation shall be implemented before first occupation of the relevant building and only in accordance with the approved details.

Reason: To protect the amenity of future occupants and/or neighbours and with regards to Policies 5.3, 5.18, 7.14 and 7.15 of the London Plan (adopted July 2011), Policies EQ45 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SP1, SP2, INF2, INF3 of the Newham Core Strategy (adopted January 2012).

- C33 Prior to the commencement of works on any A3 and A4 uses, full details of the grease trap or grease digester system to be installed for the commercial kitchen shall be submitted to and approved by the Local Planning Authority. Details should include plan and sectional drawings with measured drain sizes and invert levels, full manufacturers specifications etc. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.



Reason: To protect the amenity of future occupants and/or neighbours and with regard to Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State).

- C34 The relevant Plot, or part therein, of the development hereby approved containing a commercial use shall not commence until details of any mechanical ventilation or other plant associated with the operation of the building shall be submitted to and approved by the Local Planning Authority. Details should include plans and drawings, full specifications of all filtration and odour abatement systems, noise output, termination points and maintenance schedules. Particular consideration should be given to the potential high level discharge of kitchen extract air or odoriferous extract air where a high level of discharge is usually essential. Regard shall be had to the guidance and best practice in 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' published by the Department for Environment, Food and Rural Affairs. The approved scheme shall be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reason: To protect the amenity of future occupants and/or neighbours and with regard to Policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State).

- C35 Prior to the commencement of works on the development a site wide air quality report shall be submitted to and agreed by the Local Planning Authority. The report shall detail:

- the area within the boundary of the site, which may exceed relevant national air quality objectives.
- specify how the detailed application will address any potential to cause relevant exposure to air pollution levels exceeding the national air quality objectives.
- identify areas of potential exposure.
- detail how the development will reduce its impact on local air pollution.

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

Reason: To protect the amenity of future occupants and/or neighbours and in the interest of the declared Air Quality Management Area and with regard to Policies EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State and not deleted on adoption of the Core Strategy on 26th January 2012), Policy 7.14 of the London Plan (July 2011), and Policy SP2 of the Newham Core Strategy (adopted 26th January 2012).



Waste Management

C36 The relevant Plot or part therein of the development hereby approved shall not commence until a Waste Management Strategy has been submitted to and approved in writing by the Local Planning Authority. The Waste Management Strategy shall include the following information:

- a) Details of a strategy for minimising the production of waste both during construction and for the occupied development;
- b) Details of the provision of facilities for the storage and collection of separated wastes (including separated storage of recyclable materials),
- c) Details of the proposed methods for collection and analysis of waste production and materials recovery data; and
- d) Details of service vehicle routing and access points for all commercial units.

The relevant Plot shall be constructed and occupied only in accordance with the approved Waste Management Strategy unless agreed in writing by the Local Planning Authority.

Reason: To ensure a long-term sustainable waste management strategy for the development site and control the transport and environmental impact of all collection, transfer and disposal movements with regard to Policies 5.16 and 5.17 of the London Plan (adopted July 2011), Policy EQ54 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from 27th September 2007 by direction from the Secretary of State) and Policies SC1, SP2, SP3 and INF3 of the Newham Core Strategy (adopted January 2012).

Energy and Sustainability

C37 The relevant Plot of the development hereby approved shall not be occupied until a BREEAM assessment, which shall seek to achieve an "Very Good" rating and has been verified by an awarding body, has been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interest of climate change and sustainability in accordance with Policies 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11 of the London Plan (adopted July 2011) and Policy SC2 of the Newham Core Strategy (adopted January 2012).

C38 All residential units hereby approved shall seek to achieve a Code for Sustainable Homes Level 4, or the equivalent at the time of Reserved Matters submission, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interest of climate change and sustainability in accordance with Policies 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11 of the



London Plan (adopted July 2011) and Policy SC2 of the Newham Core Strategy (adopted January 2012).

C39 Prior to their demolition, all buildings assessed as supporting some potential for roosting bats should be subject to repeat baseline survey(s) in accordance with best practice guidelines (BCT, 2007). For relevant notable bird species (kingfishers and black redstarts), repeat surveys should be undertaken for any phases of demolition which are undertaken greater than 2 years from the date of the original application (2012) or greater than 2 years from the most recent survey to ensure that notable species information is up to date.

Reason: In the interests of biodiversity.

RELEVANT PLANNING POLICY

The London Plan: Spatial Development Strategy for Greater London (July 2011)

Policy 2.4	The 2012 Games and their legacy
Policy 2.13	Opportunity areas and intensification areas
Policy 2.14	Areas for regeneration
Policy 2.15	Town centres
Policy 3.3	Increasing housing supply
Policy 3.4	Optimising housing potential
Policy 3.5	Quality and design of housing developments
Policy 3.6	Children's and young people's play and informal recreation facilities
Policy 3.7	Large residential developments
Policy 3.8	Housing choice
Policy 3.9	Mixed and balanced communities
Policy 3.10	Definition of affordable housing
Policy 3.11	Affordable housing targets
Policy 3.12	Negotiating affordable housing on individual private residential and mixed use schemes
Policy 3.13	Affordable housing thresholds
Policy 3.17	Health and social care facilities
Policy 3.18	Education facilities
Policy 4.1	Developing London's economy
Policy 4.2	Offices
Policy 4.5	London's visitor infrastructure
Policy 4.7	Retail and town centre development
Policy 4.8	Supporting a successful and diverse retail sector
Policy 4.9	Small shops
Policy 5.1	Climate change mitigation
Policy 5.2	Minimising carbon dioxide emissions
Policy 5.3	Sustainable design and construction
Policy 5.5	Decentralised energy networks
Policy 5.6	Decentralised energy in development proposals
Policy 5.7	Renewable energy

Policy 5.8	Innovative energy technologies
Policy 5.9	Overheating and cooling
Policy 5.10	Urban greening
Policy 5.12	Flood risk management
Policy 5.13	Sustainable drainage
Policy 5.16	Waste self-sufficiency
Policy 5.18	Construction, excavation and demolition waste
Policy 5.19	Hazardous waste
Policy 5.22	Hazardous substances and installations
Policy 6.2	Providing public transport capacity and safeguarding land for transport
Policy 6.3	Assessing effects of development on transport capacity
Policy 6.4	Enhancing London's transport connectivity
Policy 6.7	Better streets and surface transport
Policy 6.9	Cycling
Policy 6.10	Walking
Policy 6.11	Smoothing traffic flow and tackling congestion
Policy 6.12	Road network capacity
Policy 6.13	Parking
Policy 6.14	Freight
Policy 7.1	Building London's neighbourhoods and communities
Policy 7.2	An inclusive environment
Policy 7.4	Local character
Policy 7.5	Public realm
Policy 7.6	Architecture
Policy 7.7	Location and design of tall and large buildings
Policy 7.8	Heritage assets and archaeology
Policy 7.9	Heritage-led regeneration
Policy 7.15	Reducing noise and enhancing soundscapes
Policy 7.19	Biodiversity and access to nature
Policy 7.24	Blue Ribbon Network
Policy 7.25	Increasing the use of the Blue Ribbon Network for passengers and tourism
Policy 7.26	Increasing the use of the Blue Ribbon Network for freight transport
Policy 7.27	Blue Ribbon Network: supporting infrastructure and recreational use
Policy 7.30	London's canals and other rivers and waterspaces
Policy 8.2	Planning obligations

London Borough of Newham Unitary Development Plan (June 2001)

Policy EQ2	Waterside Access
Policy EQ3	Waterside Commercial Development
Policy EQ5	Waterway Structures
Policy EQ15	Inclusion of Tree Planting in New Development
Policy EQ34	Areas of Townscape Value
Policy EQ43	Archaeology: Investigation, Excavation and Protection

Policy EQ45	Pollution
Policy EQ47	Noise Impact Statement
Policy EQ48	Noise – Sensitive Development
Policy EQ49	Contaminated Land: Assessment, Remediation and Monitoring
Policy EQ54	Promoting Sustainable Waste Management
Policy H17	Housing Design and Layout
Policy T10	Road Hierarchy: Relation to Development Proposals
Policy T14	Design to Minimise Road Accidents in New Development
Policy T23	Cycle Network
Policy OS8	Green Space in New Housing Development

London Borough of Newham Core Strategy (Adopted January 2012 (Interim Version) (2))

Policy S2	Strategic Site S07: Sugar House Lane, Three Mills
Policy SP1	Borough-wide Place-making
Policy SP2	Healthy Neighbourhoods
Policy SP3	Quality Urban Design within Places
Policy SP4	Tall buildings
Policy SP5	Heritage and other Successful Place-making Assets
Policy SP6	Successful Town and Local Centres
Policy J1	Investment in the New Economy
Policy J3	Skills and Access to Employment
Policy H1	Building Sustainable Mixed Communities
Policy H2	Affordable Housing
Policy H4	Protecting and Re-shaping the Existing Housing Stock
Policy SC1	Climate Change
Policy SC2	Energy
Policy SC3	Flood Risk
Policy SC4	Biodiversity
Policy INF1	Strategic Transport
Policy INF2	Sustainable Transport
Policy INF3	Waste and Recycling
Policy INF4	Local Heat and Power Networks
Policy INF5	Town Centre Hierarchy and Network
Policy INF6	Green Infrastructure
Policy INF7	Blue Ribbon Network
Policy INF8	Community Facilities
Policy INF9	Infrastructure Delivery

JUSTIFICATION FOR GRANTING CONSENT/REASONS FOR APPROVAL

The principle of redeveloping the site with mixed use development comprising residential, business, hotel, retail, financial and professional services, restaurants and café, drinking establishments, non-residential institution, assembly and leisure and open space and associated car parking and infrastructure is in general compliance with adopted and emerging planning policy at national,

regional and local levels. This is a key regeneration site within the Southern Olympic Fringe that also has the ability to act as a catalyst for significant regeneration projects at Bromley by Bow. The vision for this large site, including the scale and type of development and associated open spaces, is fully supported with the ability to impose appropriate controls on a range of aspects assessed elsewhere in this report. Therefore the application is considered to be in accordance with Policies 2.4, 2.13 and 2.14 of the London Plan, Policy S2 and Site Allocation SO7 of the Core Strategy, the draft OLSPG and the Sugar House Lane and Three Mills LUDB.

While the hotel, retail and potential office development is not located within a town centre, the type and quantum of space is considered to provide a complementary offer that will support the principles of sustainable regeneration. The employment offer within Phase 1 is designed to attract the creative and cultural industries and the business accommodation proposed within the latter phases is designed to expand and consolidate Phase 1 and not attract the type of office development that is typically attracted to town centre locations. The quantum and distribution of retail accommodation, subject to certain controls over the size and types of uses, is considered to provide a local convenience offer that supports the housing and business space without significantly harming the vitality and viability of existing centres, including the planned district centre at Bromley by Bow and the hotel is aimed at providing a contrasting offer to the existing and planned budget and limited service hotels. These aspects of the application are considered to be in accordance with Policy 2.15, 4.1, 4.2, 4.3, 4.5, 4.7 and 4.8 of the London Plan, Policies SP1 and INF5 of the Core Strategy, the draft OLSPG and the Sugar House Lane and Three Mills LUDB .

The scheme design is informed by the site specific guidance contained within the Sugar House Lane and Three Mills LUDB and responds appropriately to the development constraints and opportunities of the site. The arrangement of land uses, which establishes commercial, residential and mixed use zones, is a logical response to the north facing High Street frontage, the expansive river frontage and cluster of heritage buildings. The scheme adopts a generally modest building typology and human scale that responds to and extends the urban grain established within the Conservation Area. The proposed improvements to site integration and connectivity, established by new bridges across the surrounding waterway and a pedestrian crossing of the A11, are supported subject to provisions within the S106 Agreement that secure their timely delivery. Objections to the bus bridge from residents in Island House do not justify refusal of this aspect of that bridge as it is not considered that residential amenity will be significantly affected. The masterplan concept has received overall support from the LBN Design Review Panel and the Design Council/CABE.

While the accent towers have attracted a significant number of objections, in terms of their impact on the Three Mills Conservation Area and listed buildings and contrast within the urban grain morphology of the Sugar House Lane Conservation Area, their slender proportions and revised heights are considered to contribute to the legibility of the masterplan and generate heritage impacts that do not justify reasons for refusal. The application is considered to be in

accordance with Policies 7.1, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8 and 7.9 of the London Plan, Policies SP3, SP4 and SP5 of the Core Strategy, the draft OLSPG and the Sugar House Lane and Three Mills LUDB .

The application proposes a hierarchy of open spaces that includes a linear riverside park along its west and south facing edge, shared spaces within the public realm and between the mews houses and communal courtyards between the perimeter blocks and mews houses. The application is considered to have the potential to deliver a range of high quality public, communal and private amenity spaces that are capable of meeting the needs of residents, workers and visitors and creating a sense of place and civic identity. The application is considered to be in accordance with Policies 3.6 and 3.7 of the London Plan and Policy H1 of the Core Strategy.

The height, scale and massing of the proposed development is not considered to harm the daylight and sunlight, privacy, security and outlook of surrounding residential occupiers so as to result in material planning considerations that justify refusal. The application is considered to be in accordance with Policies 7.6 and 7.7 of the London Plan and saved Policy H17 of the Unitary Development Plan.

The application proposes a minimum of 10% affordable housing (on a habitable room basis) and a 50:50 split between affordable rent and intermediate (discounted market sale) housing. This will increase to 15% in the event that subsidy is available. While this departs from the London Plan and Core Strategy, the applicant has submitted a development appraisal to support the level of affordable housing which is supported by the borough's Housing officer. The Corporation commissioned an independent review of the development appraisal, and, subject to provisions in the S106 Agreement that secure review mechanisms to ensure an increase in affordable housing if scheme viability improves, it is considered that the application provides the maximum reasonable amount of affordable housing given the overall planning and regeneration benefits of the scheme.

The application proposes a 40% family housing (3 bedroom and larger) in accordance with planning policy. The proposed unit sizes comply with the Mayor of London Housing Design Guide. The application is considered to be in accordance with Policies 3.7, 3.8, 3.9, 3.10, 3.11, 3.12 and 3.13 of the London Plan, Policy H2 of the Core Strategy and the Sugar House Lane and Three Mills LUDB. The objections from some local residents as to the type and tenure of the housing are not considered to be justified in planning terms.

The application proposes a broad strategy for reducing carbon dioxide emissions based on building design and the use of energy efficient and renewable energy technologies. While the detailed part of the application commits to the use of a centralised gas boiler to meet the heat demand, the outline part of the application assumes connection to either a district or site wide heat network. To ensure the applicant achieves a policy compliant reduction in carbon dioxide emissions, a planning condition is recommended that requires the submission of a detailed energy strategy for the detail and outline phases of the development.

The application does not generate reasons for refusal on environmental health, flood risk, biodiversity and ecology grounds subject to the use of planning conditions.

The redevelopment of the site with mixed uses comprising residential, business, hotel, retail, financial and professional services, restaurants and café, drinking establishments, non-residential institution, assembly and leisure and open space, together with significant environmental and accessibility improvements, delivers planning and regeneration benefits. These wide ranging benefits, subject to extensive planning conditions and S106 Heads of Terms, are considered to address or outweigh consultees' concerns and objections about the quantum of employment space; impact on existing and future town centres; urban design and the impact on the Sugar House Land and Three Mills Conservation Areas; residential amenity; level of affordable housing; and energy efficiency and renewable energy.

Signed

Director of Planning

Date of Decision:

Date Issued:



TOWN AND COUNTRY PLANNING ACT 1990

Notice to Applicant of Rights of Appeal

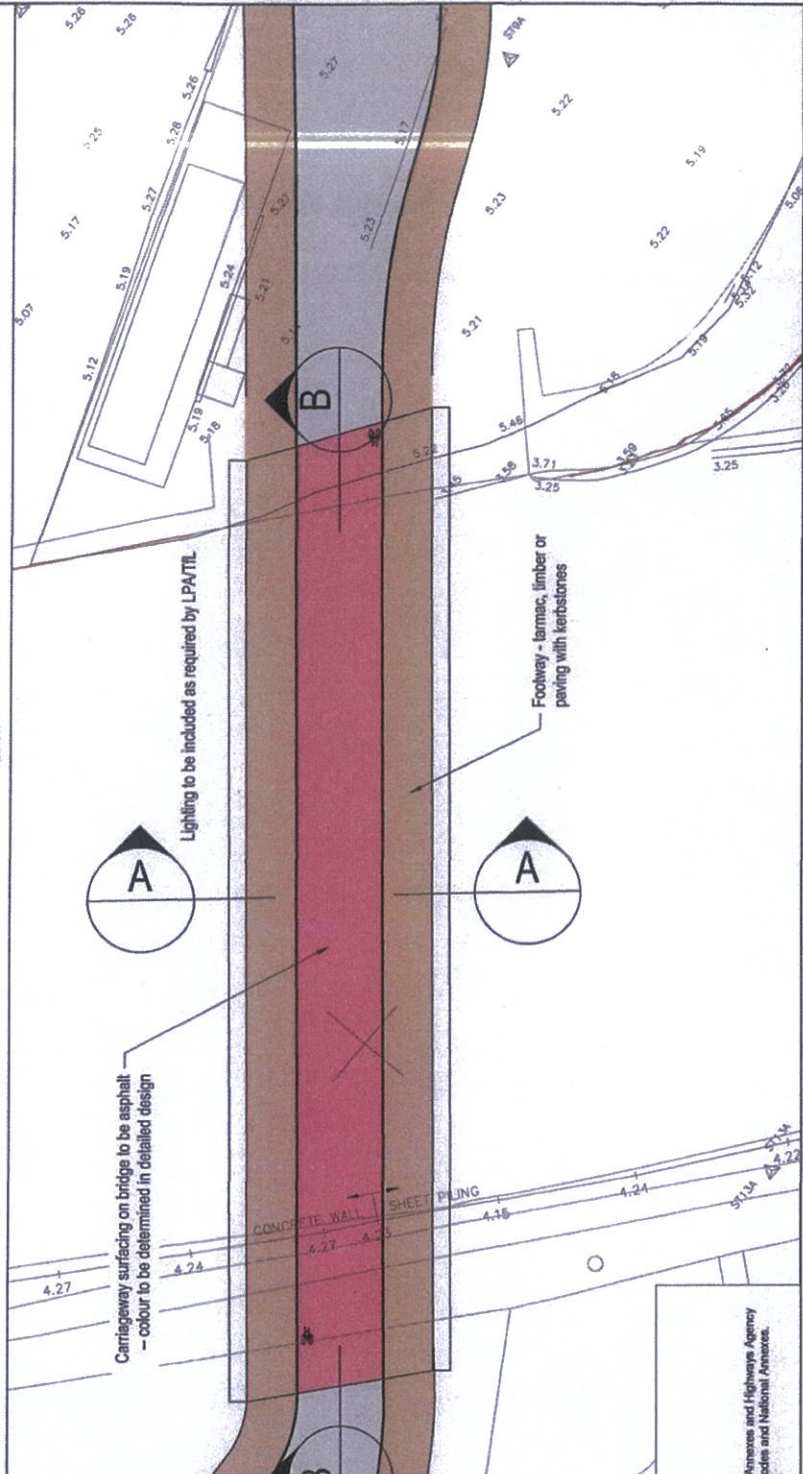
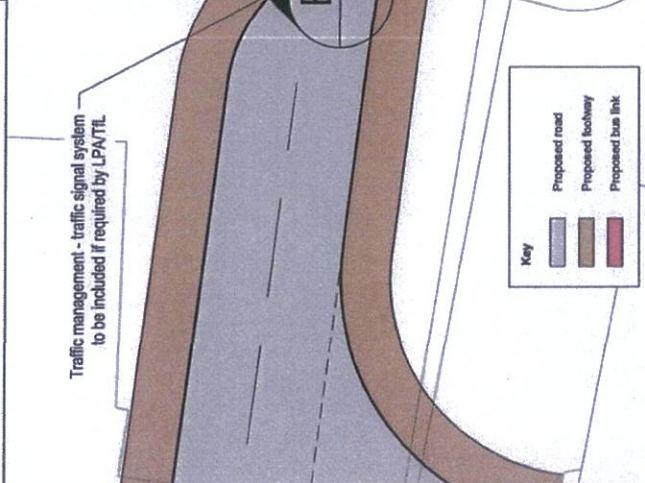
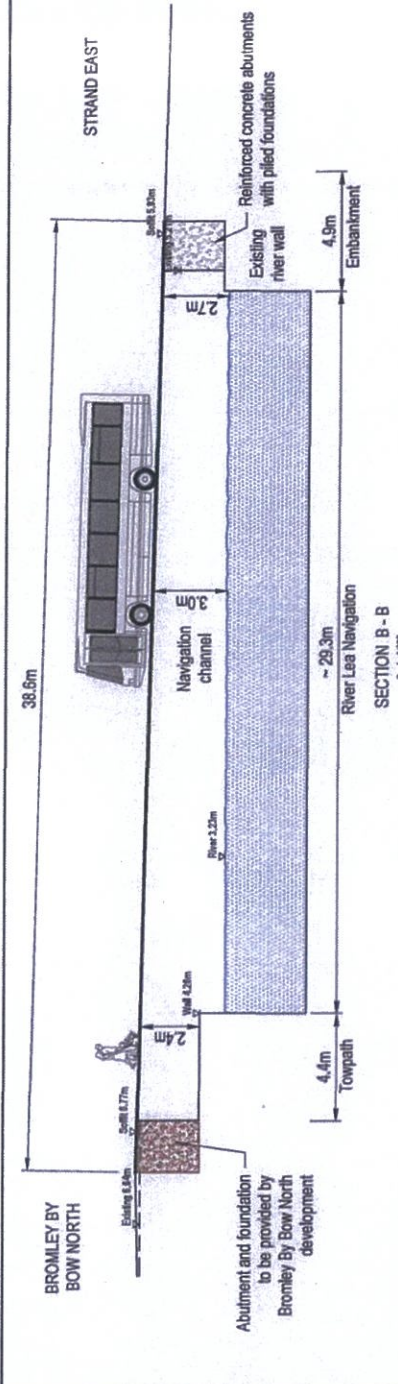
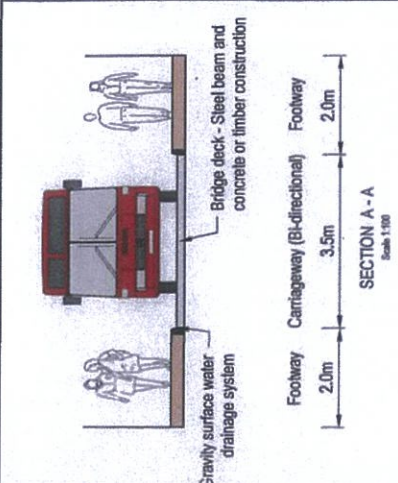
- If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- If you want to 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.

APPENDIX 2
Bridge 1 Specification





NOTES

1. Do not scale from this drawing.
2. The layout shown is indicative only and subject to detailed design.
3. All clearance measurements subject to approval by the LPA/MOBT.
4. Design subject to Local Authorities (Council Approval and Exemptions) and UK, National Assessment and Highways Agency (M10) and subject to Road and Bridge (R&B) (M10) when these are non-conformity to Exemptions and National Assessment.
5. Specification in accordance with the Highways Agency specification for Highway works.

Mark/Revised		Date		Drawn		Checked	
A		10.06.12	HG				

Bridge detail amplified and notations repositioned

Client

LandProp services

Client

pba peterbrett

Office: 01246 500 1000
www.peterbrett.com
Peter Brett Associates LLP
The Old Rectory, 100 High Street, Exeter, Devon, EX1 1AA, UK

Revision

Revision	Date	Drawn	Checked
A	23/06/12	REM	JT

S106 - APPENDIX

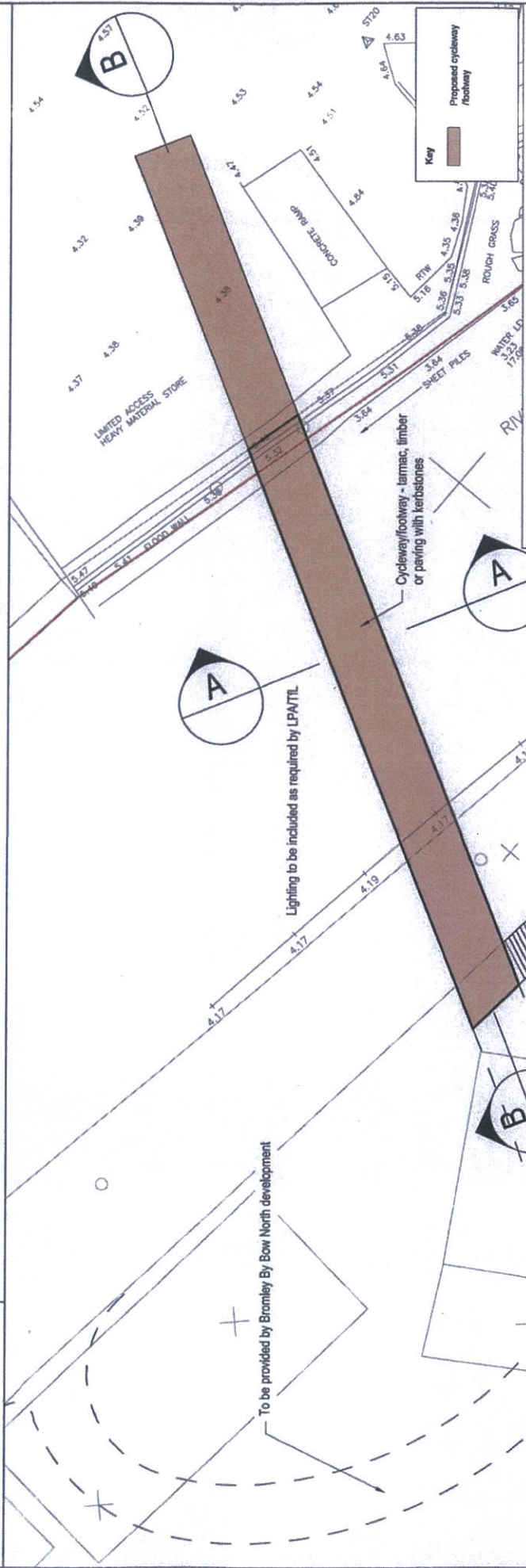
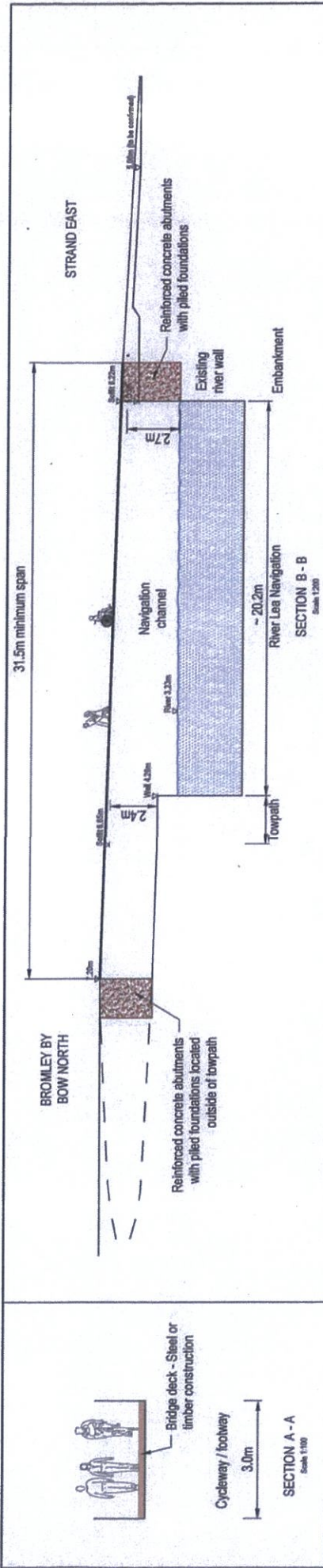
Strand East, S106 Agreement - Bridge 1

Proposed bridge link for buses and pedestrians

Date of 1st Issue: 03.06.12
Drawing Number: 23627/007/012
AS Scale: 1:200 / 1:100
Drawn by: REM
Checked by: JT

APPENDIX 3
Bridge 2 Specification

Handwritten signature or initials in black ink, appearing to be 'MK'.



Key
 Proposed cyclway/footway

NOTES
 1. Do not scale from this drawing.
 2. The layout shown is indicative only and subject to detailed design.
 3. All clearance measurements subject to approval by the LPACRT.
 4. Design subject to local authorities' Technical Approval and Eurocodes and UK National Annexes and Highways Agency Design Manual for Road and Bridges (DMRB) where these are non-contradictory to Eurocodes and National Annexes.
 5. Specification in accordance with the Highways Agency Specification for Highway works.

A. Bridge abutments repositioned		REV	10.06.12	HB
Mark	Revision			
Drawn	Date			
Checked				
Drawing details				
S106 - APPENDIX				
Date of 1st issue	10.06.12	Drawing Number	Revision	
AD Scale	1:2000 / 1:1000	23627/007/013	A	
Drawn by	REM			
Checked by	HG			

Strand East, S106 Agreement - Bridge 2
 Proposed bridge link for cycles and pedestrians

Client

[LandProp services]

LANDPROP SERVICES. The Client is responsible for obtaining all necessary consents and permissions for the proposed development and for providing the necessary funding to cover the costs of the proposed development. The Client is responsible for providing the necessary funding to cover the costs of the proposed development. The Client is responsible for providing the necessary funding to cover the costs of the proposed development.

pba
peterbrett

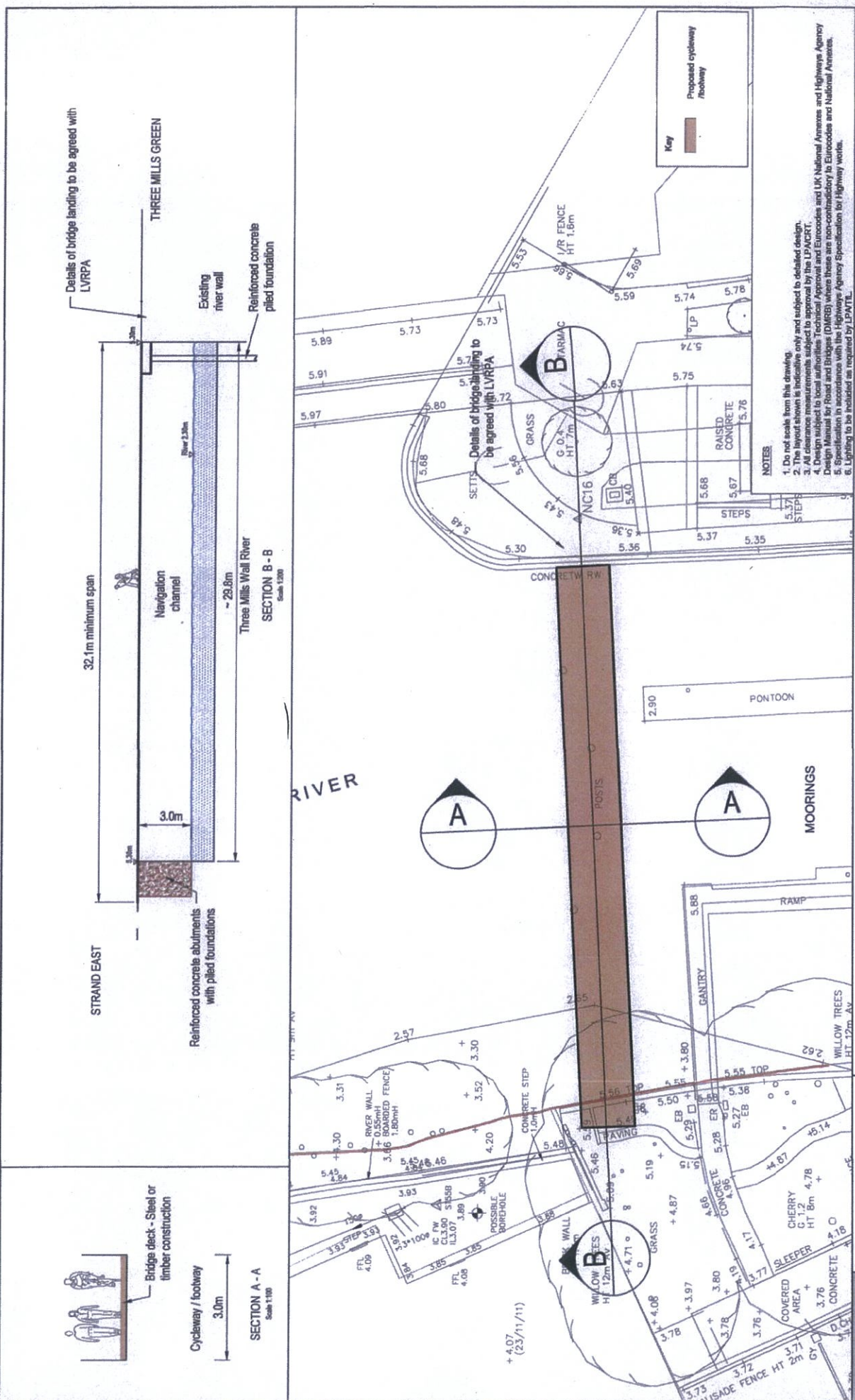
Design Engineers, Surveyors and Quantity Surveyors

© Peter Brett Associates LLP
 10/05/12
 Tel: 01223 81807115. Fax: 01223 81807120

107

APPENDIX 4
Bridge 3 Specification

Handwritten signature or initials, possibly 'K. H.', written in black ink.



Client
LandProp services

Client
pba peterbrett
 Peterbrett Pty Ltd
 12/100-12/102 Oldfield Road
 North Adelaide SA 5006
 Tel: 08 8354 0000 Fax: 08 8354 0008

Strand East, S106 Agreement - Bridge 3
Proposed bridge link for cycles and pedestrians

SECTION A - A
 Scale 1:100

SECTION B - B
 Scale 1:200

NOTES

1. Do not scale from this drawing.
2. The layout shown is indicative only and subject to detailed design.
3. All clearance measurements subject to approval by the LPA/CRT.
4. Design subject to local authorities' Technical Approval and UK National Annexes and Highway Agency Design Manual for Road and Bridges (DMRB) where these are non-contradictory to Eurocodes and National Annexes.
5. All dimensions with the exception of those specified in the LPA/CRT Specification for Highway Works.
6. Lighting to be included as required by LPA/CRT.

Key

Proposed roadway/footway

Mark	Revision	Date	By

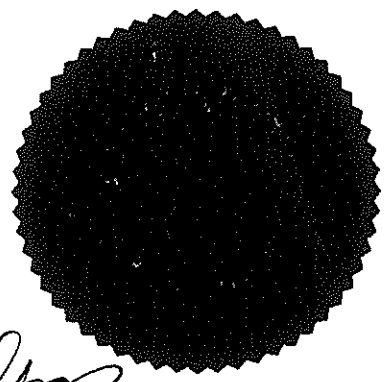
Drawing Status: S106 - APPENDIX

Date of 1st Issue	10.06.12	Drawing Number	23627/007/014
AS Scale	1:200 / 1:100	Drawn by	REM
Checked by	HD	Revision	A

File Location: \\23627\pba\lisa\lisa\23627 - Strand East\pba\lisa\lisa\23627-007.dwg

The common seal of **LONDON THAMES GATEWAY DEVELOPMENT CORPORATION** was hereunto affixed in the presence of:

)
)
) *WJ*
)



R.J. LANE

Director

G. NICHOLSON Director/Secretary

G. Nicholson

Signed as a deed on behalf of **LANDPROP HOLDING B.V.** a company incorporated in The Netherlands by *STEEN SODEMANN* and *JEAN-LOUIS OUELLETTE* being persons who in accordance with the laws of that territory are acting under the authority of the company:

)
)
)
)
)
)
)
)

Authorised Signatory

J. Ouellette

Jean-Louis Ouellette
Director

Authorised Signatory

[Signature]

[Handwritten mark]