

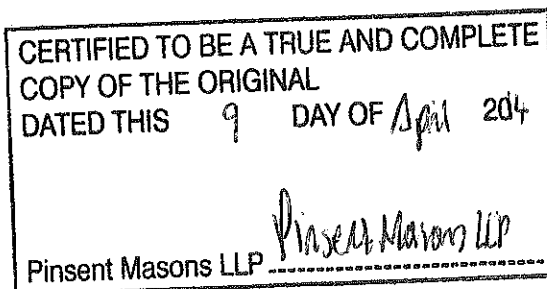
Dated *27th March* 2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS
- (3) NEPTUNE WHARF LTD

PLANNING OBLIGATION BY AGREEMENT

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

relating to Neptune Wharf, Fish Island



CONTENTS

Clause		Page
1	INTERPRETATION	2
2	EFFECT OF THIS AGREEMENT	8
3	CONDITIONALITY	10
4	THE DEVELOPER'S COVENANTS	10
5	THE LPA'S AND THE COUNCIL'S COVENANTS WITH THE DEVELOPER	11
6	NOTICES	11
7	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	12
8	VERIFICATION AND ENFORCEMENT	13
9	APPROVAL	13
10	REFUSAL NOTICE	13
11	DISPUTE RESOLUTION	14
12	NO WAIVER	15
13	DUTY TO ACT REASONABLY AND IN GOOD FAITH	15
14	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	16
15	THE LPA'S COSTS	16
16	FINANCIAL CONTRIBUTIONS AND INDEXATION	16
17	JURISDICTION AND LEGAL EFFECT	16
18	EXECUTION	16
	SCHEDULE 1 - EDUCATION	17
	SCHEDULE 2 - FAMILY HOUSING	26
	SCHEDULE 3 - AFFORDABLE HOUSING	27
	SCHEDULE 4 - AFFORDABLE HOUSING REAPPRAISAL	34
	SCHEDULE 5 - FOOTBRIDGE AND SAFEGUARDING	40
	SCHEDULE 6 - TRANSPORT	42
	SCHEDULE 7 - TRAVEL PLAN	43
	SCHEDULE 8 - PUBLIC OPEN SPACE	47
	SCHEDULE 9 - ESTATE MANAGEMENT	51
	SCHEDULE 10 - EMPLOYMENT AND TRAINING	53

SCHEDULE 11 - SUSTAINABILITY	57
SCHEDULE 12 - DESIGN BRIEF	58
APPENDIX 1 - SCHOOL LEASE	61
APPENDIX 2 - SCHOOL EASEMENT	62
APPENDIX 3 - RENTS AND NOMINATIONS AGREEMENT	63
APPENDIX 4 - INITIAL DESIGN BRIEF AND SELECTION CRITERIA	64

THIS AGREEMENT is made on

27th March

2014

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG ("the Council"); and
- (3) **NEPTUNE WHARF LTD** (Company Number 5310591) of 14 Holywell Row, London EC2A 4JB (the "Developer").

RECITALS

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Council is a local authority for the purposes (inter alia) of the 1972 Act, the 1974 Act, and the 2011 Act and further retains certain functions in respect of the area within which the Site is situated, including functions in respect of education and housing. Accordingly, the Parties agree that it is appropriate for the Council to be given certain covenants on the part the Developer contained in Schedules 1 and 3 of this Agreement.
- (C) The Developer has a freehold interest in the Site (excluding those parts of the Site comprising public highway and land abutting the public highway owned by the Council) registered at the Land Registry with Title Number EGL288862 subject to the following registered charges:
 - (1) a registered charge dated 13 June 2008 in favour of the First Mortgagee and the Second Mortgagee;
 - (2) a registered charge dated 22 November 2012 in favour of the Third Mortgagee; and
 - (3) a registered charge dated 22 November 2012 in favour of the Fourth Mortgagee.
- (D) The Planning Application was validated by the LPA on 9 November 2012 and amendments to the Planning Application were submitted in October 2013.
- (E) On 26 November 2013 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement. On 25 February 2014 the LPA further resolved that it agreed the detailed heads of terms on which this Agreement is based.
- (F) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

- (H) This Agreement contains an option for the Council or the LPA to acquire a long leasehold interest in the School Site in the circumstances set out in Schedule 1 and in substantially the form of lease set out at Appendix 1.

OPERATIVE PROVISIONS:

1. INTERPRETATION

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

"1972 Act"	the Local Government Act 1972;
"1974 Act"	the Greater London Council (General Powers) Act 1974;
"1990 Act"	the Town and Country Planning Act 1990;
"2011 Act"	the Localism Act 2011;
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;
"Approve"	means a decision by the LPA to approve a Submitted Document pursuant to any of the following: (a) Clause 9 (approval of a Submitted Document as submitted); (b) Clause 10.2.2 (approval of a Submitted Document incorporating the Report Amendments); (c) Clause 10.3.3 (approval of a Submitted Document following a meeting to discuss the Report Amendments); (d) Clause 10.4.3 (approval following a meeting to discuss a Submitted Document following non-determination by the LPA); (e) Clause 11 (approval of a Submitted Document following a decision of the Expert) and "Approval" and cognate expressions shall be construed accordingly;
"Block"	means a building block comprised in the Development identified on Plan 3;
"Block A"	means the building block comprised in the Development identified on Plan 3 with the letter "A";
"Block C"	means the building block comprised in the Development identified on Plan 3 with the letter "C";

"Block D"	means the building block comprised in the Development identified on Plan 3 with the letter "D";
"Block G"	means the building block comprised in the Development identified on Plan 3 with the letter "G";
"Block H"	means the building block comprised in the Development identified on Plan 3 with the letter "H";
"Block I"	means the building block comprised in the Development identified on Plan 3 with the letter "I";
"Block N"	means the building block comprised in the Development identified on Plan 3 with the letter "N";
"Block Q"	means the building block comprised in the Development identified on Plan 3 with the letter "Q";
"Building"	means a building comprised in the Development;
"Building Cost Index"	means the <i>All In Tender Price Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer;
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and " Commence " and " Commenced " shall be construed accordingly;
"Commencement Date"	means the date upon which the Development is Commenced;
"Completed"	means completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and " Complete " and " Completion " shall be construed accordingly;
"Comply"	means implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance " shall be construed accordingly;
"Condition"	means a condition of the Planning Permission;
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
"Council's Area"	means the administrative area of the Council;
"Developer's Land"	means that part of the Site in which at the date of this Agreement the Developer owns the freehold interest as identified in Recital (C) shown edged red on Plan 2;
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission;

"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute;
"Family Housing Units"	means Residential Units with three or more bedrooms;
"First Mortgagee"	means Ulster Bank Limited (NI Company Number R000733) of 11-16 Donegall Square East, Belfast BT1 5UB;
"First Occupation"	means first Occupation of the Development or any part thereof except for Zone 4;
"Fish Island"	means the areas known as Fish Island North and Fish Island Mid shown edged orange and brown respectively on Plan 7;
"Fish Island Consultees"	means the owners and occupiers of Fish Island;
"Fourth Mortgagee"	means West Register Number 2 Limited (Scot Company Number SC383516) of 24-25 St Andrew Square, Edinburgh;
"General Building Cost Index"	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer;
"Index"	means: <ul style="list-style-type: none"> (a) the General Building Cost Index in respect of the definition of 'Trigger Value' and the figure in paragraph 2.6 of Schedule 4; (b) the Building Cost Index in respect of the Education Contribution, the School Lease Surrender Sum and the School Site Sum (all as defined in Schedule 1); the Footbridge Contribution (as defined in Schedule 5); and all contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure; and (c) in all other cases the RPI;
"Indexed"	means in relation to any sum that it is to be increased in accordance with clauses 16.2 and 16.3;
"LPA's Area"	means the administrative area of the LPA;

"LPA Response Date"	means not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ul style="list-style-type: none"> (a) the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or (b) the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document;
"Mortgagees"	means the First Mortgagee the Second Mortgagee the Third Mortgagee the Fourth Mortgagee;
"Occupy and Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing;
"Off Site"	means on land outside of the Site;
"On Site"	means on land within the Site;
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them;
"Plan 1"	means the plan annexed to this Agreement marked "Plan 1";
"Plan 2"	means the plan annexed to this Agreement marked "Plan 2";
"Plan 3"	means the plan annexed to this Agreement marked "Plan 3";
"Plan 4"	means the plan annexed to this Agreement marked "Plan 4";
"Plan 5"	means the plan annexed to this Agreement marked "Plan 5";
"Plan 6"	means the plan annexed to this Agreement marked "Plan 6";
"Plan 7"	means the plan annexed to this Agreement marked "Plan 7";
"Planning Application"	means the application for planning permission submitted to the LPA and given reference number 12/00210/OUT by the LPA;
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application;



APPLICATION AREA

rev	date	description
E	08.10.13	ANNOTATION AMENDED
D	27.03.13	RED LINE REVISED
C	30.10.12	PLANNING SUBMISSION
B	03.09.12	RED LINE REVISED
A	24.08.12	RED LINE REVISED

STOCK WOOLSTENCROFT
 The Pump House
 19 Hooper Street
 London E1 8BU
 t: 020 7264 8600
 e: info@stockwool.co.uk
 ARCHITECTURE + URBANISM

client
NEPTUNE GROUP

project
NEPTUNE WHARF

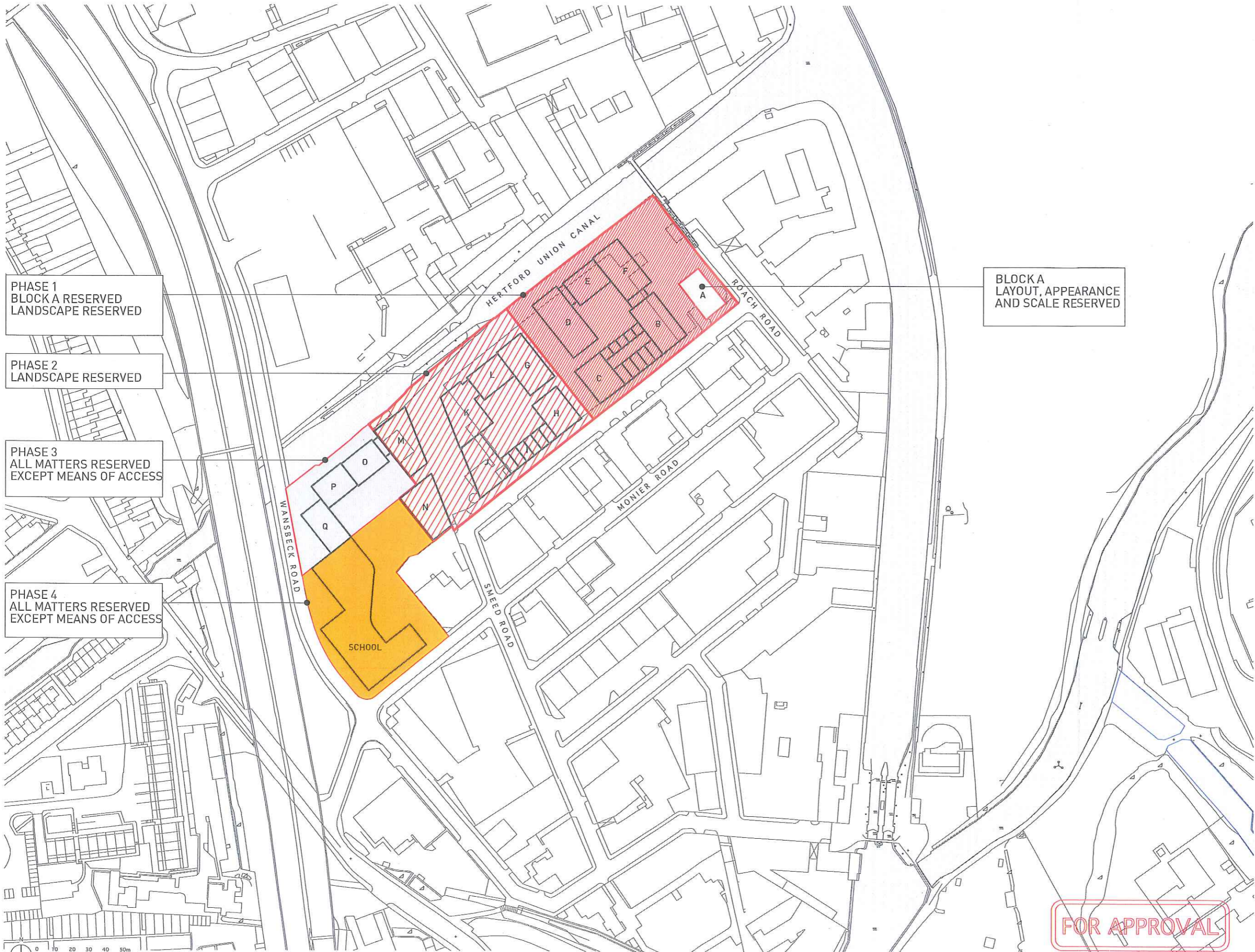
drawing
PLANNING APPLICATION AREA

FOR APPROVAL

scale: 1:1000@A1 1:2000@A3
 cad file: 3192/CAD/GAMMASTER
 date: APRIL 2013
 drawn: JSURJAT
 checked: DM

project no	drawing no	revision
3192	PL100	E

Any errors and omissions to be reported to the Architect prior to commencement. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © Stock Woolstencroft. All dimensions to be checked on site. Do not scale.



PHASE 1
BLOCK A RESERVED
LANDSCAPE RESERVED

PHASE 2
LANDSCAPE RESERVED

PHASE 3
ALL MATTERS RESERVED
EXCEPT MEANS OF ACCESS

PHASE 4
ALL MATTERS RESERVED
EXCEPT MEANS OF ACCESS

BLOCK A
LAYOUT, APPEARANCE
AND SCALE RESERVED

KEY	
	phase 1
	phase 2
	phase 3
	phase 4
	block A

NOTES

Phases 2 - 4 identify individual land parcels that can be delivered independently and in any order.

rev	date	description
G	08.10.11	ANNOTATION REVISED
F	06.09.13	OUTLINE ELEMENT INCLUDES BLOCK A PHASE 3 LAYOUT REVISED
E	18.04.13	BLOCK NAMES INCLUDED
D	27.03.13	RED LINE REVISED
C	30.10.12	PLANNING SUBMISSION
B	03.09.12	RED LINE REVISED
A	24.08.12	RED LINE REVISED

STOCK WOOLSTENCROFT
The Pump House
19 Hooper Street
London E1 8BU
t: 020 7284 8500
e: info@stockwool.co.uk
ARCHITECTURE + URBANISM

client
NEPTUNE GROUP

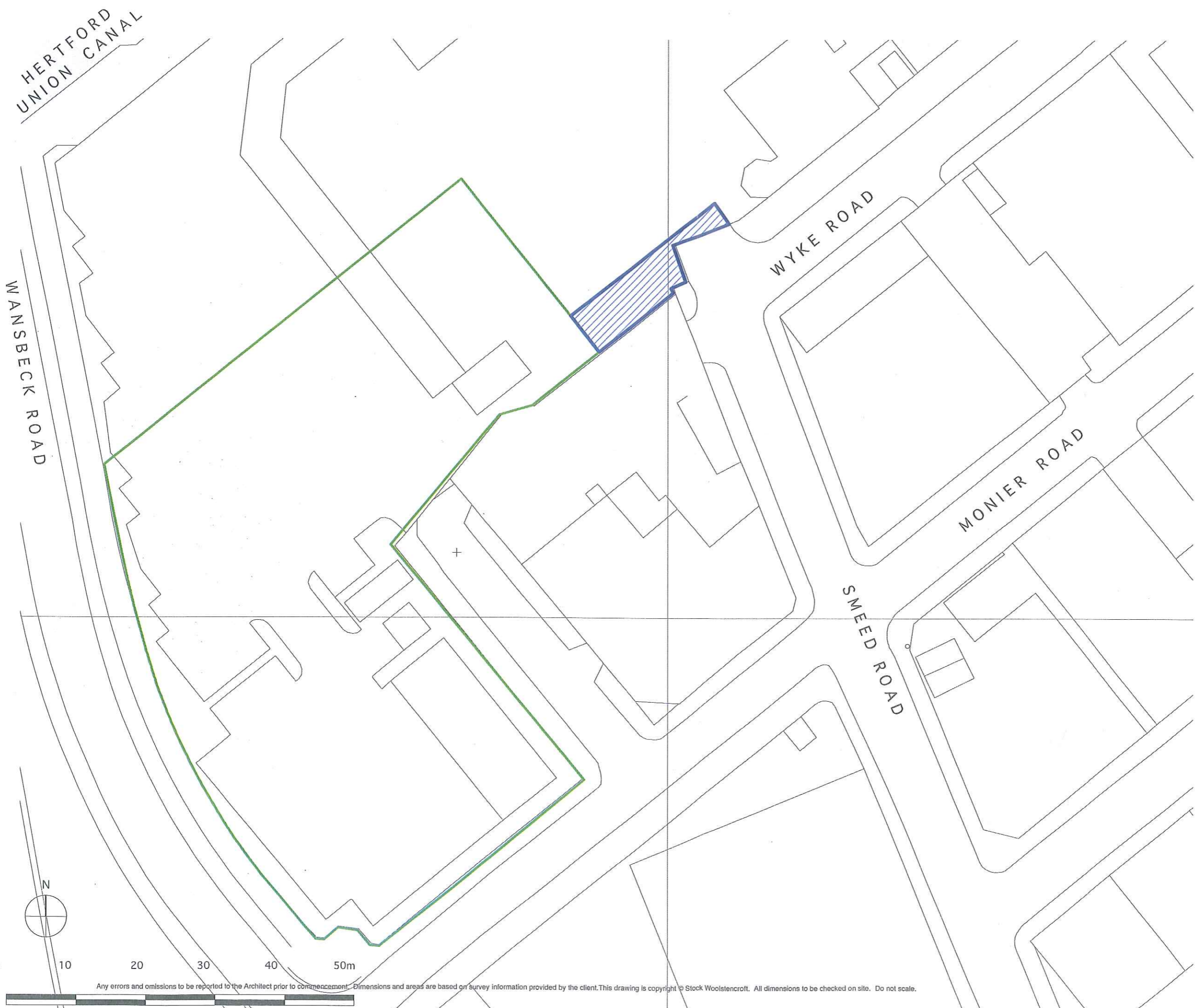
project
NEPTUNE WHARF

drawing
**PHASING PLAN
PARAMETER PLAN**

scale: 1:1000@A1 1:2000@A3
cad file: 3192CAD/GAMASTER
date: APRIL 2013
drawn: JG/RA/T
checked: DM

project no	drawing no	revision
3192	PP102	G

FOR APPROVAL



Plan 4

LEGEND

- PHASE 4
- AREA OF LAND TO PROVIDE RIGHT OF WAY FROM PHASE 4 TO WYKE ROAD

rev	date	description
A	21.02.14	Right of way boundary extended
B	28.02.14	Phase 1-3 and Phase 4 boundary amended

STOCK WOOLSTENCROFT

The Pump House
 19 Hooper Street
 London E1 8BU
 t: 020 7264 8600
 e: info@stockwool.co.uk

ARCHITECTURE + URBANISM

client
NEPTUNE GROUP

project
NEPTUNE WHARF

drawing
PHASE 2/4 RIGHT OF WAY

scale: 1:1000 @ A3
 cad file: 3192/CAD/GAMASTER
 date: January 2014
 drawn: at/jr/jg
 checked: DM

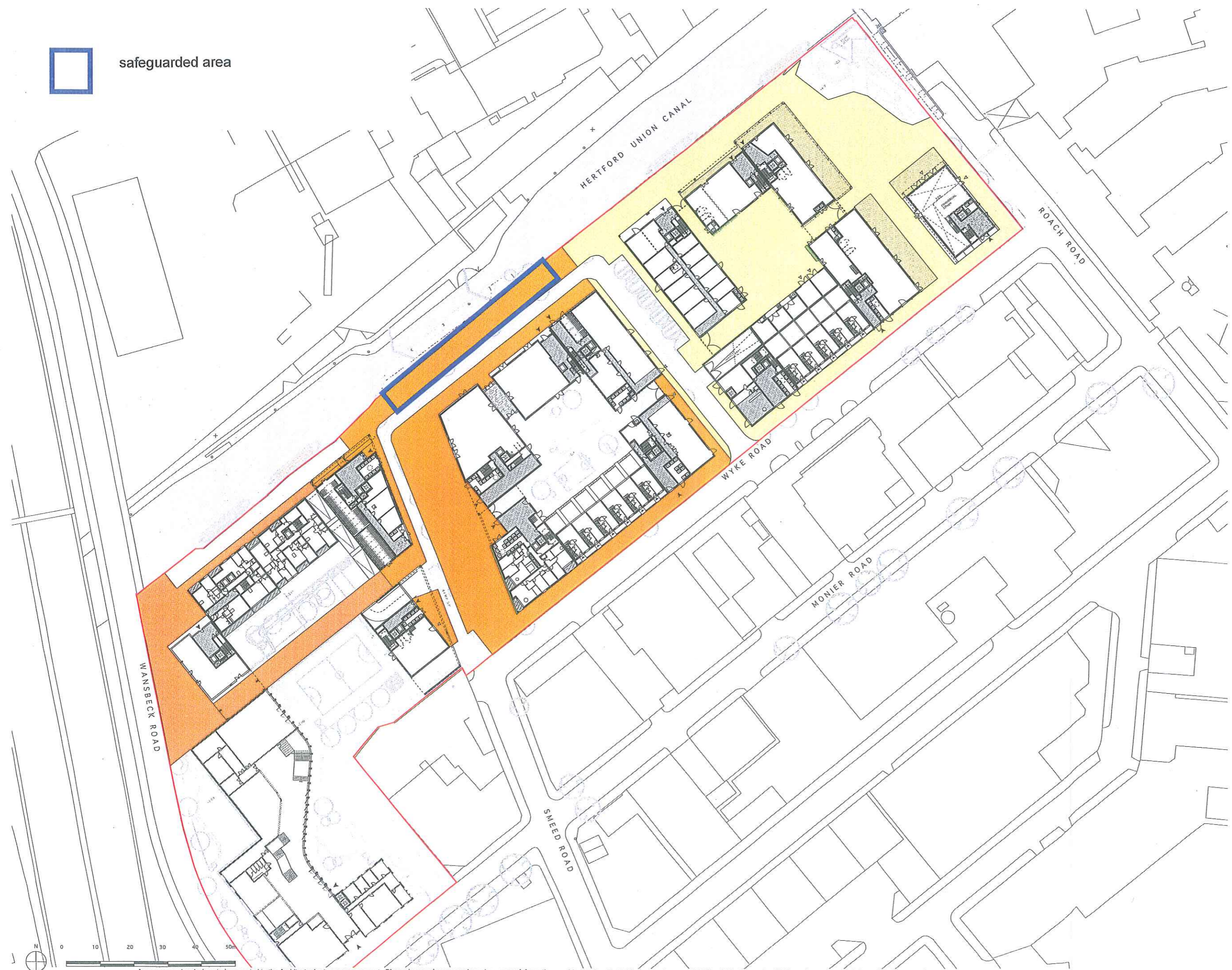
project no	drawing no	revision
3192	SP-02	B

0 10 20 30 40 50m

Any errors and omissions to be reported to the Architect prior to commencement. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © Stock Woolstencroft. All dimensions to be checked on site. Do not scale.

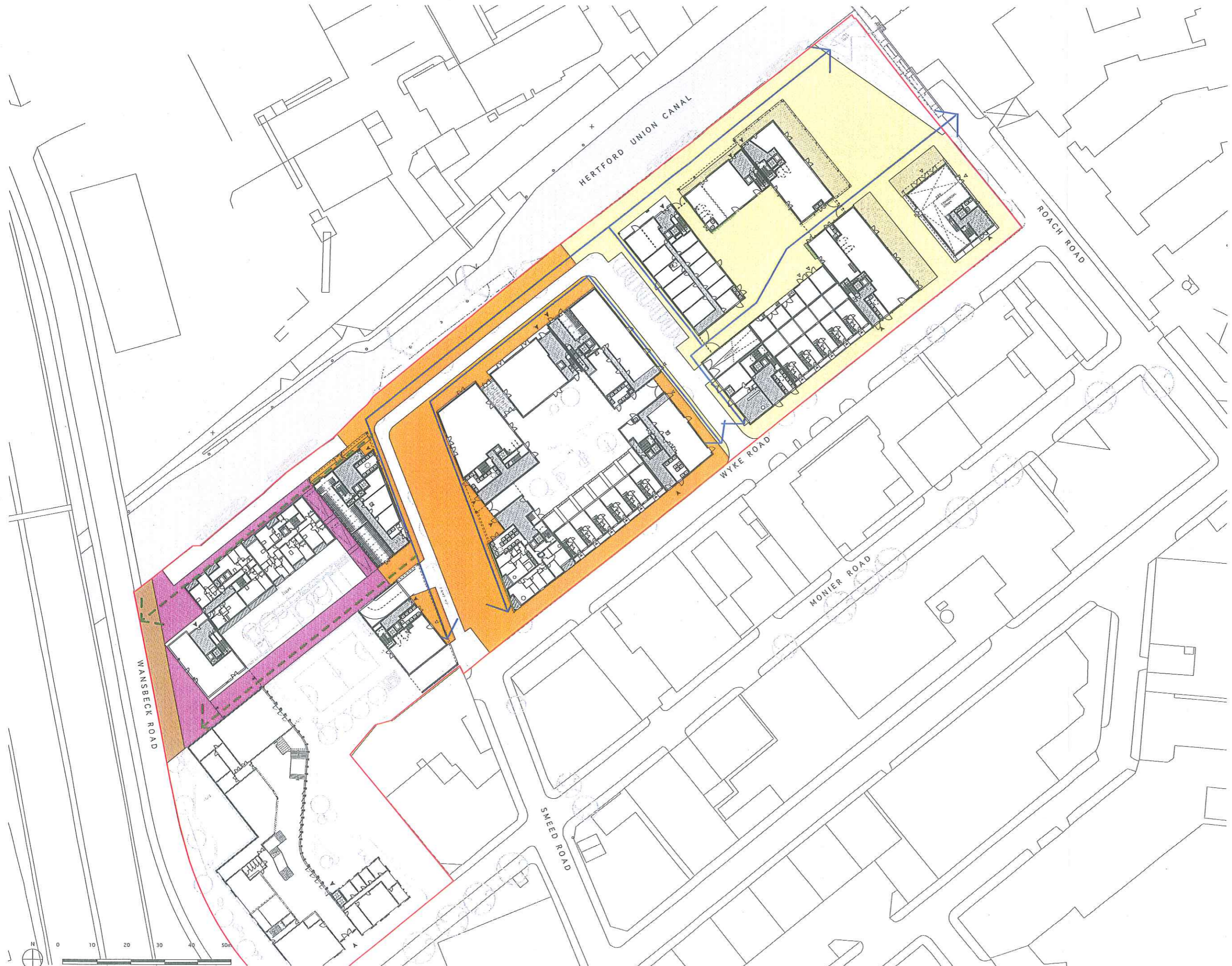
Plans

 safeguarded area



Any errors and omissions to be reported to the Architect prior to commencement. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © Stock Woolstencroft. All dimensions to be checked on site. Do not scale.

Plan 6



KEY

- Phase 1
Public Open Space/
Public Realm
4,293sqm
- Phase 1
Indicative Extent
of demise of outdoor
space for ground floor
units
(included in area above)
- Phase 2
Public Open Space/
Public Realm
2,832sqm
- Phase 3
Public Open Space/
Public Realm
1,300sqm
- Land to be provided as
PAOS subject to
agreement with London
Borough of Tower
Hamlets
- Permissive Pedestrian
Routes
- Permissive Pedestrian
Routes (Outline Element)

rev	date	description
A	21.02.14	Permissive Routes Indicated
B	19.03.14	Land to be provided as PAOS subject to agreement with London Borough of Tower Hamlets Indicated

STOCK WOOLSTENCROFT

The Pump House
19 Hooper Street
London E1 8BU
t: 020 7264 8600
e: info@stockwool.co.uk
ARCHITECTURE + URBANISM

client
NEPTUNE GROUP

project
NEPTUNE WHARF

drawing
**PUBLICLY ACCESSIBLE
OPEN SPACE**

scale: 1:500@A1 1:1000@A3
cadd file: 3192/CADD/MASTER
date: APRIL 2013
drawn: JGUR/AT
checked: DM

project no	drawing no	revision
3192	SP08	B

Any errors and omissions to be reported to the Architect prior to commencement. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © Stock Woolstencroft. All dimensions to be checked on site. Do not scale.



LEGEND

-  INDICATIVE BOUNDARY FISH ISLAND NORTH
-  INDICATIVE BOUNDARY FISH ISLAND MID

rev	date	description
B 05.03.14		Boundary lines amended
A 04.03.14		First issue

STOCK WOOLSTENCROFT

The Pump House
 19 Hooper Street
 London E1 8BU
 t: 020 7264 8600
 e: info@stockwool.co.uk
 ARCHITECTURE + URBANISM

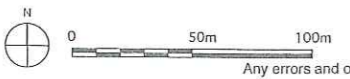
client
NEPTUNE GROUP

project
NEPTUNE WHARF

drawing
BOUNDARY FISH ISLAND NORTH & MID

scale: 1:1500@A1 1:3000@A3
 cad file: 3192/CAD/GAMASTER
 date: MARCH 2014
 drawn: JG
 checked: MC

project no	drawing no	revision
3192	SP09	B



Any errors and omissions to be reported to the Architect prior to commencement. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © Stock Woolstencroft. All dimensions to be checked on site. Do not scale.