

Our reference: MGLA300726-4880

16 September 2026

Dear

Thank you for your request for information which the Greater London Authority (GLA) received on 29 July 2026. Your request has been considered under the Environmental Information Regulations (EIR) 2004.

You requested:

Under the Freedom of Information Act, I wish to receive:

1. Copies of all communication between yourself / GLA* / Mayor of London*, and Barratt, Aviva, and the management company, in relation to Booth Road.
2. Copies of all the 'key legal documents' you refer to, as well as correspondence from your legal team relating to Booth Road.

**Including any subsidiary*

And

On 20 November 2025, you wrote "*The legal obligation to seek adoption is in the lease*". (See attached for full message).

Under the Freedom of Information Act, I wish to receive:

3. A copy of the lease you refer to, along with any other information you used in order to make that statement.
4. Copies of the emails exchanged with Barratt, Aviva, FirstPort and Innovus on the subject of adopting Booth Road.
5. Any other information held by GLA / Mayor of London, or subsidiaries (e.g. Royal Docks Team), in relation to ownership of Booth Road, planning conditions, or the discussion of its adoption.

Our response to your request is as follows:

- Lease

Please find attached:

- Barratt Homes Ltd & Taylor Woodrow Developments Ltd - Conditional Agreement re Freehold adjacent to North Woolwich Rd; Thames Barrier Park East; Silvertown – 2004

GREATER LONDON AUTHORITY

- Barratt Homes Ltd & Taylor Woodrow Developments Ltd - Supplemental Agreement re Freehold Adjacent to North Woolwich Road; Thames Barrier Park East; Silvertown – 2006.
- Agreement Under Sections 38 and 278 of the Highways Act 1980 relating to the roads, sewers, verges, highways, footpaths, improvement works and associated works on land at and in the vicinity of North Woolwich Road, Silvertown, London, E16
- Communications with Barratt, Aviva, and Firstpoint in relation to Booth Road.

Please find attached. Please note that some names of members of staff are exempt from disclosure under Regulation 13 (Personal information) of the EIR. Information that identifies specific employees constitutes as personal data which is defined by Article 4(1) of the General Data Protection Regulation (GDPR) to mean any information relating to an identified or identifiable living individual. It is considered that disclosure of this information would contravene the first data protection principle under Article 5(1) of GDPR which states that Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

- Any other information held by GLA / Mayor of London, or subsidiaries (e.g. Royal Docks Team), in relation to ownership of Booth Road, planning conditions, or the discussion of its adoption.

Owing to the historic nature of the land interests involved and the extensive legacy information held by the GLA, including records inherited from the former London Development Agency, we are unable to comply with this element of your request. We consider it to be manifestly unreasonable under regulation 12(4)(b) of the Environmental Information Regulations 2004 (EIR).

Regulation 12(4)(b) permits a public authority to refuse a request where the burden of compliance would be clearly unreasonable. In reaching this decision, we have had regard to the findings of the Upper Tribunal in *Craven v Information Commissioner and Department of Energy and Climate Change* [2012] UKUT 442 (AAC), as well as the Information Commissioner's guidance and relevant Decision Notices, including FS50585926.

This element of your request seeks "any other information" relating to land ownership, planning conditions and adoption discussions, without any meaningful limitation as to timeframe, document type or subject matter. The information potentially falling within scope spans many years and is drawn from a substantial body of historic and legacy records. It is not held within a single, centrally indexed record set and would require extensive searches across multiple electronic and archived repositories, followed by the review of a significant volume of records to determine relevance and consider the application of any exceptions.

It is not possible to quantify the volume of information that may be held without undertaking the very exercise required to answer the request. However, we are satisfied that locating, retrieving, reviewing and assessing all potentially relevant material would require a considerable commitment of officer time and resources. We consider that this would impose a grossly disproportionate burden on the authority and significantly divert resources from its core functions and statutory responsibilities. We are therefore satisfied that regulation 12(4)(b) is engaged.

GREATER LONDON AUTHORITY

As regulation 12(4)(b) is subject to the public interest test, we have carefully considered the public interest in disclosure. We recognise the strong public interest in transparency, accountability and public understanding of environmental matters, and the presumption in favour of disclosure under the EIR.

However, we consider there to be a stronger public interest in ensuring that public authorities can carry out their statutory functions effectively and make efficient use of limited public resources. Compliance with this request would require a substantial and open-ended review of historic records, diverting staff from their day-to-day responsibilities and other statutory obligations for a significant period. The EIR are intended to promote transparency, but not at the expense of imposing a disproportionate burden on a public authority.

We have also taken into account that the request is framed extremely broadly. As a result, a significant amount of time and resource would be spent identifying and reviewing material which may ultimately add little to the information already available or provide limited additional public value. In these circumstances, we consider that the public interest in maintaining the exception outweighs the public interest in disclosure.

Under regulation 9 of the EIR, we have considered whether we can provide advice and assistance to help refine the request. However, the breadth of the request makes it difficult to identify a practical means of doing so without a clearer indication of the specific information, time period, documents or decisions of interest. Should you wish to submit a more focused request, we would be pleased to consider it.

Please note that we have identified a high-level item of correspondence from the Deputy Mayor for Planning, Regeneration and Skills, which has been included within this disclosure.

If you have any further questions relating to this matter, please contact me, quoting the reference MGLA300726-4879.

Yours sincerely

Information Governance Officer

If you are unhappy with the way the GLA has handled your request, you may complain using the GLA's FOI complaints and internal review procedure, available at:

<https://www.london.gov.uk/about-us/governance-and-spending/sharing-our-information/freedom-information>

DATED  **2004**

(1) LONDON DEVELOPMENT AGENCY

**(2) BARRATT HOMES LIMITED and
TAYLOR WOODROW DEVELOPMENTS LIMITED**

**CONDITIONAL AGREEMENT
FOR THE SALE AND PURCHASE
(SUBJECT TO PLANNING PERMISSION)
of freehold property adjacent to
the North Woolwich Road (A1020) London known
as Thames Barrier Park East, Silvertown
in the City of London**

**STEPHENSON HARWOOD
One, St. Paul's Churchyard
London EC4M 8SH
Tel: 020 7329 4422
Fax: 020 7606 0822
(Ref: 489)**

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AGREEMENT

Dated 8th December 2004

BETWEEN

- (1) **LONDON DEVELOPMENT AGENCY** of Devon House 58-60 St Katherines Way London E1W 1JX ("**the Seller**" which expression is deemed to include its successors in title and assigns); AND
- (2) **BARRATT HOMES LIMITED** whose company number is 3018173 and whose registered office is at Wingrove House Ponteland Road Newcastle-upon-Tyne NE5 3DP and **TAYLOR WOODROW DEVELOPMENTS LIMITED** whose company number is 00643420 and whose registered office is at 2 Princes Way Solihull West Midlands B91 3ES ("**the Buyer**" which expression is deemed to include their respective successors in title and assigns).

NOW IT IS HEREBY AGREED as follows:-

1 Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"Ad Medium Fillum"

means the presumption at law that the owner of the freehold interest either side of a road is presumed to be the owner of the road enabling such owner (following a Stopping Up Order) to apply to become registered proprietor to it at HM Land Registry;

"Agency Land Factor"

means the percentage calculated in accordance with the provisions of Schedule 4;

"Approvals"

all consents licences permissions and approvals of any local or competent

authority or arising pursuant to any statutory or other lawful requirement which may from time to time be necessary to enable the Buyer to commence and complete the Works and each and every stage thereof excluding those that relate to obtaining vacant possession and/or withdrawal of Notices to Treat;

"Block"

means a block of flats for which the relevant Works have completed comprising a part or parts of a Phase or (if the same occurs) in more than a Phase and the extent of each Block is illustrated by the red lines on Plan C attached;

"Buyer's Solicitors"

Winckworth Sherwood of 35 Great Peter Street Westminster London SW1P 3LR (Ref: RDF/283/7136);

"Compensation Sum"

for the purposes of clause 18.5 and clause 19.1.5 only means **TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£2,500,000)** which sum represents a genuine pre-estimate of the lost opportunity cost to the Seller of effectively procuring the Development in accordance with the Development Programme;

"Conditions"

- (a) the grant of Planning Permission free of any Onerous Conditions;
- (b) the completion of a deed or contract with the Environment Agency and the Seller and/or the Buyer on terms to be approved by the Seller (acting reasonably) for the relocation of the

Environment Agency's rights of access (currently on part of the land registered under Title No. EGL234787) across the Option Land and the Property;

- (c) the completion of the purchase of any land by the Buyer as may be necessary to enable the relocation of the rights referred to in (b) above and implementation of the Planning Permission sought pursuant to the terms of this Agreement;
- (d) obtaining the Stopping Up Order;
- (e) extinguishment of the right of way in favour of the London Borough of Newham the benefit of which is recorded on Title No. EGL146298;
- (f) the acquisition of title to Thames Road by either (1) application to the Land Registry on behalf of both the Buyer and the Seller for each to be registered with title absolute to the portion of Thames Road that each may be able to lay claim to on the principle of Ad Medium Filum or (if such application fails in whole or in part) then (2) acquisition by private treaty by the Buyer of title to Thames Road (or part if applicable);
- (g) expiry of any Judicial Review period pertinent to any of the above Conditions;

- (h) conclusion of any Judicial Challenge leaving intact the grant of Planning Permission or the Stopping Up Order in the form issued or with such amendments acceptable to the Buyer;

"Completion Date"

collectively means five working days following completion of each Block (provided always that the Satisfaction Date has occurred) and the parties hereto acknowledge that (subject to satisfaction of Condition (a)) there will be approximately 15 separate Completion Dates (but possibly more or less) and the expression "Completion Date" includes therefore the First to the Fifteenth Completion Dates and the parties hereto further acknowledge that there may be more than one Completion Date occurring at any one time and/or as may occur in accordance with clause 17.1 and/or clause 17.2 hereof;

"First Completion Date"

the date five working days following the later of the Satisfaction Date and the date of a certificate of practical completion for the first Block within the First Phase of the Works;

"Second Completion Date"

the date five working days following the date of a certificate of practical completion for the second Block within the First Phase of the Works';

"Third Completion Date"

the date five working days following the date of a certificate of practical completion

for the third Block within the First Phase of the Works;

"Fourth Completion Date"

the date five working days following the date of a certificate of practical completion for the fourth Block within the First Phase of the Works;

"Fifth Completion Date"

the date five working days following the date of a certificate of practical completion for the first Block within the Second Phase of the Works;

"Sixth Completion Date"

the date five working days following the date of a certificate of practical completion for the second Block within the Second Phase of the Works;

"Seventh Completion Date"

the date five working days following the date of a certificate of practical completion for the third Block within the Second Phase of the Works;

"Eighth Completion Date"

the date five working days following the date of a certificate of practical completion for the fourth Block within the Second Phase of the Works;

"Ninth Completion Date"

the date five working days following the date of a certificate of practical completion for the fifth Block within the Second Phase of the Works;

"Tenth Completion Date"

the date five working days following the date of a certificate of practical completion for the first Block within the Third Phase of the Works;

"Eleventh Completion Date"	the date five working days following the date of a certificate of practical completion for the second Block within the Third Phase of the Works;
"Twelfth Completion Date"	the date five working days following the date of a certificate of practical completion for the third Block within the Third Phase of the Works;
"Thirteenth Completion Date"	the date five working days following the date of a certificate of practical completion for the fourth Block within the Third Phase of the Works;
"Fourteenth Completion Date"	the date five working days following the date of a certificate of practical completion for the fifth Block within the Third Phase of the Works;
"Fifteenth Completion Date"	the date five working days following the date of a certificate of practical completion for the sixth Block within the Third Phase of the Works;
"Conditional Period"	the period expiring thirty calendar months after the date hereof or (if later) the date twenty-eight days following the later of issue of the Stopping Up Order, the conclusion of a Planning Appeal, or the expiry of any Judicial Review period without application for leave being made or any applications being refused with no leave to appeal, or the conclusion of a Judicial Challenge (provided always that proceedings for the aforesaid Stopping Up Order Planning Appeal or Judicial

	Challenge shall have commenced within the period expiring thirty calendar months from the date hereof);
"Deposit"	the sum of ONE HUNDRED THOUSAND POUNDS (£100,000) paid by the Buyer to the Seller on the date hereof and to be held by the Seller's solicitors as stakeholders;
"Development End Date"	Six years from the Satisfaction Date;
"Development Programme"	the programme attached hereto in Schedule 7;
"Development Team"	all or any of those persons appointed by or on behalf of the Buyer (excluding employees thereof, but including any subsidiary or group companies of the Buyer or employees thereof), including any contractor to advise on or carry out or monitor the design and construction of the Works or any part of them;
"Enhanced Planning Permission"	any planning permission or permissions (including an amendment or variation of the Planning Permission) issued subsequent to the issue of the Planning Permission which in respect of the Property and the Option Land increases the Gross Internal Area for development;
"Force Majeure"	(a) exceptionally inclement weather; (b) loss or damage occasioned by any one or more of fire lightning explosion storm tempest flood earthquake acts of God terrorism aircraft and other aerial devices or

articles dropped therefrom riot and civil commotion;

- (c) war and/or the outbreak of hostilities or terrorist actions;
- (d) strike lockout or industrial dispute affecting any of the trades employed in connection with the Works or any of the trades employed in the preparation manufacture or transportation of any of the goods or materials required for them;
- (e) the carrying out by a local authority or statutory undertaker of work in pursuance of its statutory obligations in relation to the Works or failure to carry out such work;
- (f) delay caused by the presence discovery or removal of any fossils antiquities or other objects of interest or value which may be found on the Property or on or required for the Works or to enable them;
- (g) shortage or non-availability of materials or labour provided that the Buyer shall have used all reasonable endeavours to secure an alternative supply or supplies;
- (h) any other material cause or event which would entitle a contractor acting reasonably to extensions of time under the terms of a JCT98

Building Contract with Contractor's Design;

- (i) inability or delay by the Seller in obtaining Vacant Possession of the Property or any part or parts thereof in accordance with the Development Programme (including where such delay also delays the implementation of other Phases of the Works due to a restriction in any Planning Agreement or Planning Permission);
- (j) delay in obtaining vacant possession of the land the subject of Condition (b) and (c) (but only to the extent such delay arises as a result of any Notice to Treat);

BUT EXCLUDING in all of cases (a)-(j) above any delay arising from the acts or default of the Buyer (either jointly or severally);

"First Payment"

10% of the Purchase Price, less the Deposit less any payments received by the Seller pursuant to the provisions of Schedule 4 prior to the First Payment Date;

"Second Payment"

20% of the Purchase Price, less any payments received by the Seller pursuant to the provisions of Schedule 4 prior to the Second Payment Date;

"Third Payment"

30% of the Purchase Price, less any payments received by the Seller pursuant to the provisions of Schedule 4 between the

	Second Payment Date and the Third Payment Date;
"Fourth Payment"	40% of the Purchase Price, less any payments received by the Seller pursuant to the provisions of Schedule 4 between the Third Payment Date and the Fourth Payment Date;
"Payments"	collectively the First Payment, the Second Payment, the Third Payment and the Fourth Payment;
"Gross Land Price"	the amount calculated in accordance with the formula set out in Schedule 6;
"Judicial Challenge"	an application to Court by any person to review any decision by the local planning authority or the Secretary of State (as the case may be) relating to a Planning Permission or a Stopping Up Order (including in each and any case any appeals to a higher court following judgment by a lower court and any reconsideration by the local planning authority or the Secretary of State in respect of any matter referred to it or him) and for the avoidance of doubt such an application is made when (if required) an application for leave to apply to Court to review the said decision is made;
"Judicial Review"	in the case of the grant of a Planning Permission by the Secretary of State, the statutory period of six weeks has expired without any person who is aggrieved making an application to the High Court under Section 288 of the Planning Act or, in any

case, the period of 3 months since the grant of a Planning Permission has expired without any person making an application to the Courts of England and Wales for leave to seek judicial review of the decision to grant Planning Permission and/or the issue of the Stopping Up Order;

"LDA Land Value"

shall have the same meaning as ascribed to such expression as set out in the Development Appraisal annexed hereto;

"Market Value"

for the purposes of clause 18.5 and clause 19.1.5 only has the meaning attributed to it by the RICS Appraisal and Valuation Standards Manual 5th Edition (effective as at 30th April 2004) published by the Royal Institution of Chartered Surveyors in respect of that part of the Property to which the relevant clause has effect with the value of Works constructed upon it with the benefit of the Planning Permission but assuming that the Buyer can only achieve a 4% return on overheads and a profit before tax of 7% of the gross sales revenue from the sale of the Property but after deduction of any Corporation Tax deduction refund or tax credit applicable to the costs incurred by the Buyer in carrying out the said Works;

"Minimum Purchase Price"

TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£2,500,000);

"Notices to Treat"

any notices to acquire and/or take possession of the whole or any parts or parts of the Property pursuant to the Docklands Light Railway Silvertown and London City

	Airport Order 2002 whether already issued or to be issued in the future;
"Onerous Conditions"	the conditions listed in Schedule 5;
"Option Land"	all that freehold property comprising land at Thames Road, Silvertown, London E16 2EZ all of which is registered at HM Land Registry under title numbers EGL435131 and EGL435130 with Title Absolute together with such estate, right and title as the owner of the aforesaid titles has under Thames Road;
"Open Market"	for sale or rent at arms length to any person without restriction on price or rent;
"Payment Dates"	collectively the First Payment Date, the Second Payment Date, the Third Payment Date and the Fourth Payment Date;
"First Payment Date"	the later of the second anniversary of the Satisfaction Date or 5 working days following Vacant Possession of the First Phase of the Property;
"Second Payment Date"	the later of the third anniversary of the Satisfaction Date or 5 working days following Vacant Possession of the Second Phase of the Property;
"Third Payment Date"	the later of the fourth anniversary of the Satisfaction Date or 5 working days following Vacant Possession of the Third Phase of the Property;
"Fourth Payment Date"	the later of the fifth anniversary of the Satisfaction Date or 5 working days

	following Vacant Possession of the Third Phase of the Property;
"Phase"	an identified part of the Works to be developed as a single phase as shown in the Development Programme;
"First Phase"	that Phase of the Works to be carried out by the Buyer pursuant to the Development Programme upon the land shown coloured yellow on Plan B ("the First Phase Land") which is anticipated will contain 4 Blocks;
"Second Phase"	that Phase of the Works to be carried out secondly by the Buyer pursuant to the Development Programme upon the land shown coloured green on Plan B ("the Second Phase Land") which is anticipated will contain 5 Blocks;
"Stopping Up Order"	an Order made pursuant to Section 247 of the Planning Act in relation to Thames Road;
"Thames Road"	that part of Thames Road shaded blue on Plan A;
"Third Phase"	that Phase of the Works to be carried out thirdly by the Buyer pursuant to the Development Programme upon the land shown coloured pink on Plan B ("the Third Phase Land") which is anticipated will contain 6 Blocks;
"Plan A"	the plan annexed hereto and marked "Plan A";

"Plan B"

the plan annexed hereto and marked "Plan B";

"Plan C"

the plan annexed hereto and marked "Plan C";

"Planning Act"

Town and Country Planning Act 1990;

"Planning Agreement"

any agreement which is expressed to be made pursuant to Section 106 of the Planning Act and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 111 of the Local Government Act 1972 and/or Sections 38 or 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 or any provision of similar intent or any agreement with the local water authority or company or other appropriate authority or company as to the supply of water to or drainage of surface water and effluent from (inter alia) the Property or an agreement with any competent authority or body relating to other services which the Buyer and/or the Seller are required to enter into on or before the grant of a Planning Permission;

"Planning Appeal"

- (i) an appeal to the Secretary of State pursuant to the Planning Act made by the Buyer (such appeal to be in the joint names of the Buyer and the Seller and in a form previously approved in writing by the Seller (such approval not to be unreasonably withheld or delayed) against a refusal or deemed refusal of planning permission pursuant to a

Planning Application or the calling in of a Planning Application by the Secretary of State pursuant to Section 77 of the Planning Act;

- (ii) any consideration by the local planning authority of a Planning Application or the Secretary of State of a Planning Appeal (as the case may be) following a previous Planning Permission or refusal being quashed pursuant to an application within the meaning of sub-clause (i) above and the matter being remitted to the local planning authority or the Secretary of State (as the case may be); and/or
- (iii) an application (within the meaning of sub-clause (i) above) arising from the grant of a Planning Permission or a planning refusal following a reconsideration of a Planning Application by the local planning authority or a Planning Appeal by the Secretary of State pursuant to paragraph (ii) above;

"Planning Application"

a detailed application for the development described in Schedule 1 ("the Development") and to be made in the names of the Buyer and the Seller in a form approved by the Seller (not to be unreasonably withheld or delayed) in respect of (inter alia) the Property to the London Borough of Newham or any other planning

	application (but not reserved matter approvals pursuant to any Planning Permission) made by the Buyer in respect of (inter alia) the Property which application shall be in the names of the Buyer and the Seller and be previously approved in writing by the Seller such approval not to be unreasonably withheld or delayed;
"Planning Counsel"	a Barrister of 10 years call or more who specialises in cases the subject of the Planning Act;
"Planning Permission"	planning permission granted pursuant to any Planning Application or Planning Appeal;
"Property"	the freehold property brief particulars whereof are set out in Schedule 2;
"Purchase Price"	the aggregate of the LDA Land Value plus One Million Pounds (but subject to the provisions of Clause 13) payable in accordance with the Payment Dates;
"Remediation Costs Sum"	89% of Three Million and Fifty Six Thousand Pounds (£3,056,000.00) less 89% of any Corporation Tax reduction refund or tax credit applicable to the costs incurred by the Buyer in carrying out the Remediation Works;
"Remediation Works"	works of remediation to be carried out by the Buyer at the Property to comply with statutory requirements enabling the Property to be occupied for residential purposes as more particularly set out in Schedule 8;

"RSL"	a housing association registered with the Housing Corporation for England and Wales pursuant to the Housing Act 1996;
"Satisfaction Date"	the first date upon which all of the Conditions are either satisfied or waived;
"S106 Costs"	89% of any payments to be made by the Buyer or the cost of works to be carried out as set out in any Planning Agreement made pursuant to Section 106 of the Planning Act (excluding Affordable Housing) less 89% of any Corporation Tax reduction refund or tax credit applicable to such payments and/or the costs so incurred by the Buyer;
"S106 Costs Cap"	89% of One Million Pounds (£1,000,000.00);
"Secretary of State"	the Secretary of State for Transport, Local Government and the Regions or other minister or authority for the time being having or entitled to exercise the powers now conferred upon the Secretary of State for Transport, Local Government and the Regions by Sections 77 and 78 of the Planning Act;
"Seller's Solicitors"	Stephenson Harwood of One, St. Paul's Churchyard London EC4M 8SH;
"Unviable Phase"	in relation to any Phase of the Works not yet commenced where the Buyer and the Seller agree that the execution of the Works for that Phase could not reasonably be expected to produce a reasonable return for the Buyer

as referred to in the Development Appraisal annexed in Schedule 6;

"Vacant Possession"

means free of any occupiers and/or occupational interests (save for any Notices to Treat);

"Value Added Tax"

value added tax as referred to in the Value Added Tax Act 1994 or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time and any penalties or fines in relation thereto;

"Works"

all those works of development required by the Buyer to fully implement any Planning Permission (other than internal decorative finishes and installation of any fixtures or fittings), which the parties hereby acknowledge will (subject to Force Majeure) be carried out in three Phases including for the avoidance of doubt the Remediation Works.

1.2 Interpretation

1.2.1 In this Agreement where the context admits:-

- (a) words importing one gender shall be deemed to include all other genders;
- (b) agreements and obligations made or assumed by any party shall be binding on and enforceable against his personal representatives.

1.2.2 Any negative agreement by the Buyer in this Agreement shall be construed as if it were also an agreement not to permit or suffer the act or thing in question and any positive agreement by the Buyer in this Agreement shall

be construed as if it were also an agreement to procure that the act or thing in question be done.

- 1.2.3 A consent or approval to be given by the Seller shall not be effective for the purposes of this Agreement unless it is in writing and signed by or on behalf of the Seller.
- 1.2.4 Reference in this Agreement to a statute shall include any modification or re-enactment thereof and any instrument order regulation or bye-law made thereunder for the time being in force.
- 1.2.5 Reference in this Agreement to a "Clause" or "Schedule" shall mean a Clause of or Schedule to this Agreement.
- 1.2.6 Headings in this Agreement shall not be deemed to form part of this Agreement and accordingly shall not be taken into account in the construction or interpretation thereof.

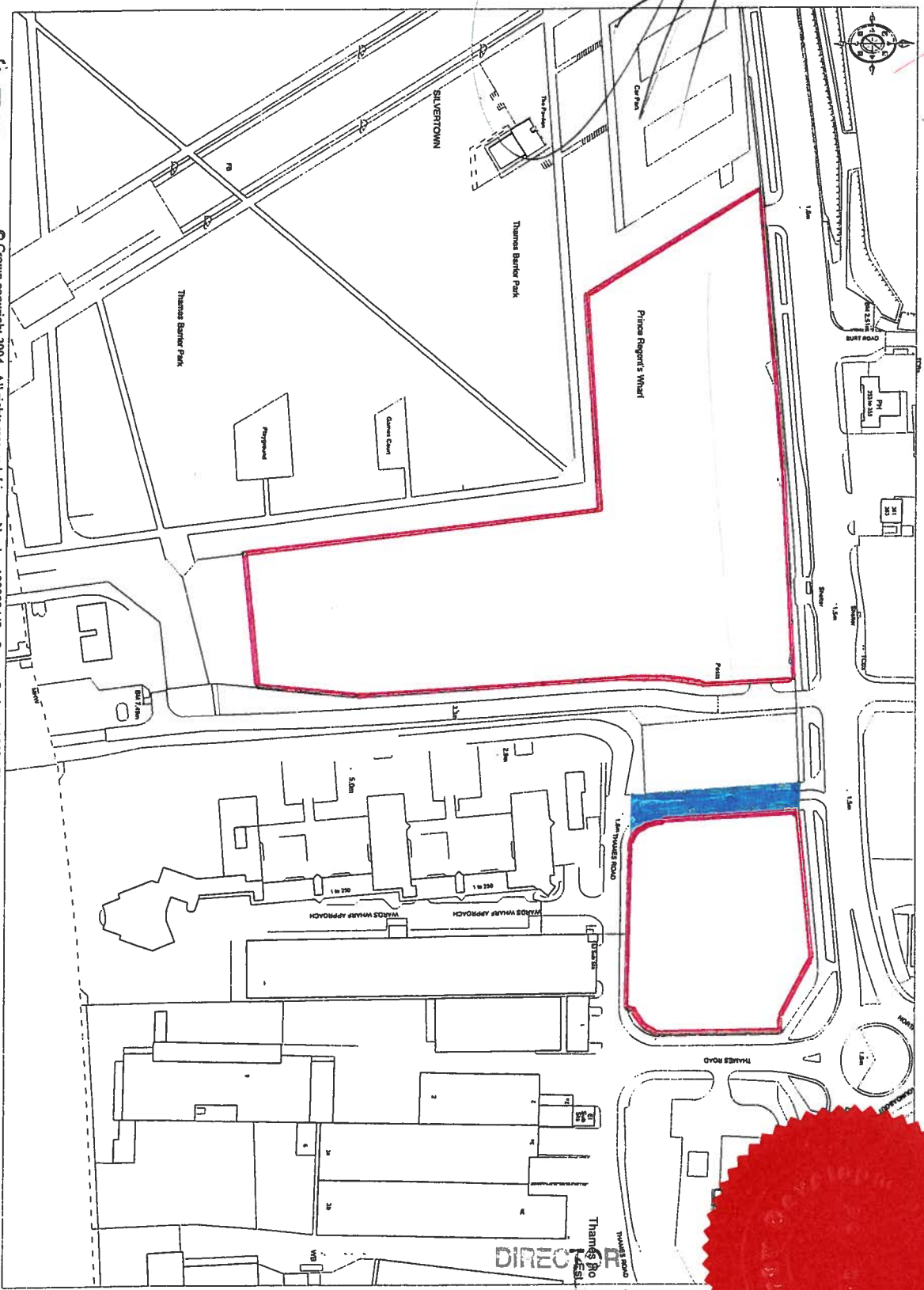
2 Agreement to Sell

Subject to the satisfaction of the Conditions and the provisions of this Agreement the Seller will sell and the Buyer will purchase the Property for the Purchase Price.

3 Commercial Conditions

- 3.1 The Property is sold subject to the Standard Commercial Property Conditions (1st Edition) ("**the Commercial Conditions**") so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with this Agreement.
- 3.2 For the purposes of this Agreement the Commercial Conditions shall apply as if they were varied as follows:-
 - 3.2.1 The "contract rate" shall be 4% per annum above the Base Rate from time to time of The Royal Bank of Scotland plc and interest shall be calculated on a day to day basis;
 - 3.2.2 Commercial Conditions 4.3.2, 5.2.2(c), 5.2.2(d), 6.1.2 and 6.2 shall not apply;

Plan 'A



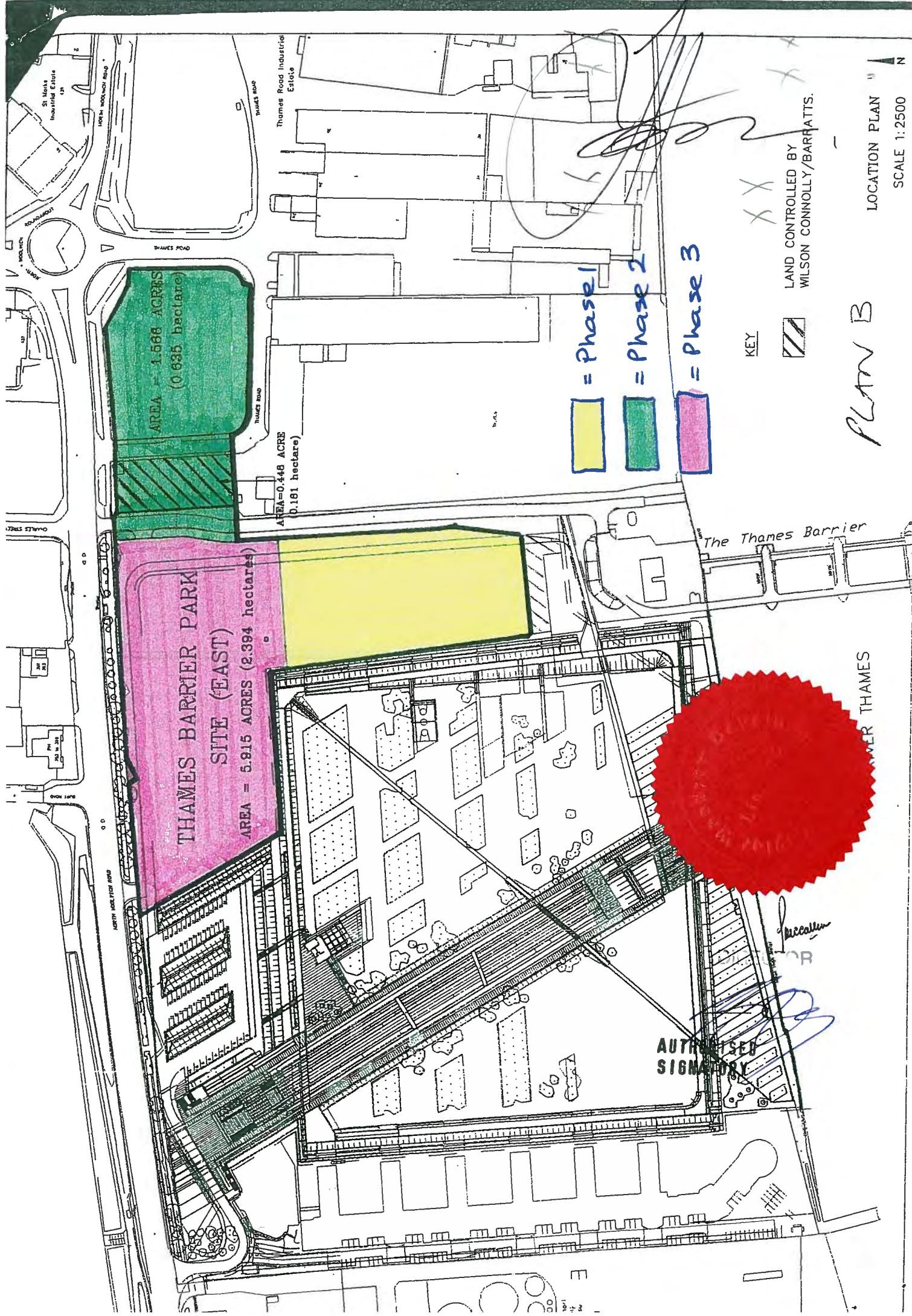
Ordnance Survey

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DIRECTOR

AUTHORISED SIGNATORY

[Handwritten signature]



= Phase 1
= Phase 2
= Phase 3

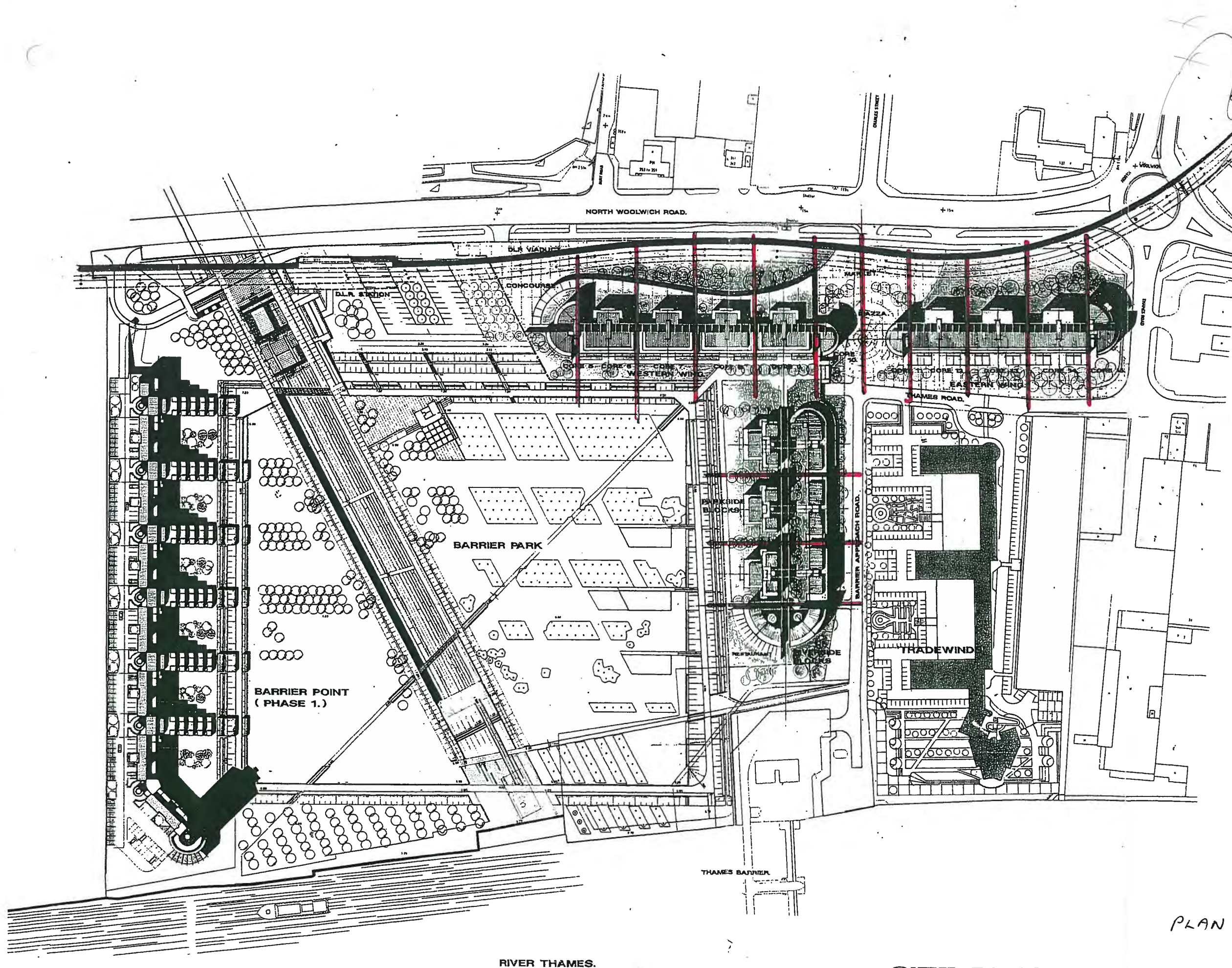
KEY

LAND CONTROLLED BY
WILSON CONNOLLY/BARRATTS.

PLAN B

LOCATION PLAN
SCALE 1:2500

AUTHORISED
SIGNATURE



[Signature]
 DIRECTOR
 AUTHORIZED
 SIGNATORY

**GODDARD MANTO
 ARCHITECTS**

PROJECT: ONE BONNY STREET
 LONDON NW1 9P
 TEL: 020 7267 376
 FAX: 020 7424 022

DRAWING: RESIDENTIAL DEVEL
 BARRIER POINT 2.
 SCHEME 3

SCALE: DRN/CHK
 AS SHOWN

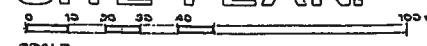
The contractor must verify all dimensions on site before commencing work, in order to avoid any discrepancies. Drawing, use figures dimensions only, in doubt ask architect. © G. M. Limited

SITE PLAN.

DATE: 01/09/01 PROJECT NO.: 01/001

DRAWING NO.: 01. REV: A.

SITE PLAN.



PLAN C

3.2.3 In Commercial Condition 5.2.2(e) the words "(except for fair wear and tear)" shall be deleted.

4 Vacant Possession

- 4.1 The Property is sold with Vacant Possession on each and every Completion Date and subject further to the remaining provisions of this clause 4.
- 4.2 The Seller will at its cost use all its reasonable endeavours (as far as legally possible (the Buyer acknowledging that the Seller cannot enforce Vacant Possession in relation to occupations authorised by the Notices to Treat) to ensure that Vacant Possession of the Property (or the relevant parts thereof) is obtained in accordance with the Development Programme.
- 4.3 For the avoidance of doubt it is hereby noted and agreed between the parties that the Buyers current likely dates for possession are as indicated in the attached Development Programme.
- 4.4 In the event that Vacant Possession of the Property has not been obtained on the sixth anniversary of the date of Planning Permission then the Buyer may within 20 working days of the sixth anniversary as aforesaid terminate this Agreement on giving written notice to the Seller and upon service of such notice this Agreement shall be at an end save that clause 18.4 of this Agreement shall apply in the circumstances of this clause 4.4 mutatis mutandis.

5 Capacity

The Seller sells with full title guarantee.

6 Title

- 6.1 The Title shall consist of copies of the entries on the Registers and of the filed plan.
- 6.2 Copies of the said entries and filed plan having been supplied prior to the date hereof to the Buyer or the Buyer's Solicitors (and the Buyer admits that it or the Buyer's Solicitors have actually inspected the same) the Buyer shall be deemed to purchase with full knowledge thereof and shall accept such title as the Seller has to the Property and the Buyer shall not raise any objection or requisition whatsoever in regard thereto save in relation to matters registered against the titles after the date

of 7th April 2004 in the case of EGL336646 and 24th March 2004 in the case of NGL179922.

7 Encumbrances and Assurance

7.1 Save as to the matters referred to in sub-clauses 7.5 and 7.6 the Property is sold subject also to the matters specified or referred to in Schedule 3 particulars of which having been supplied prior to the date hereof to the Buyer or the Buyer's Solicitors (and the Buyer admits that the Buyer or the Buyer's Solicitors have actually inspected the same) the Buyer shall be deemed to purchase with full knowledge thereof and shall not raise any objection or requisition whatsoever in regard thereto.

7.2 The Property is also sold subject to all overriding interests (as defined in the Land Registration Act 1925 as amended) affecting the Property and the Buyer shall be deemed to purchase with full knowledge thereof and shall not raise any objection or requisition whatsoever in regard thereto.

7.3 The Transfers or other assurances to the Buyer shall contain:-

7.3.1 provisions in the following form:-

"This transfer is made with full title guarantee but the covenant set out in Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 does not extend to any charge, incumbrance or other right which the Transferor does not know about."

7.3.2 a covenant in the following form:-

"The Transferee hereby covenants with the Transferor that the Transferee and the Transferee's successors in title will observe and perform the covenants and conditions contained or referred to in the documents referred to in Schedule 3 to the Contract insofar as the same are still subsisting and capable of taking effect and will at all times save harmless and keep fully indemnified the Transferor from and against all future proceedings costs claims demands expenses loss and liability of whatsoever nature and howsoever arising out of any breach of any of the said covenants and conditions after the date of this Transfer."

- 7.4 The Assurances of the Property shall be executed in duplicate and the duplicate copy retained by the Seller.
- 7.5 Title to the Property is subject to the following matters and the Seller has agreed to indemnify the Buyer (from the date hereof) in the manner set out below against the following matters:-
- 7.5.1 Entry No. 2 of the Property Register of Title No. NGL179922 states that the land edged yellow on the title plan is subject to the provisions contained in a Conveyance of 9th August 1950 which was subject to Leases, Agreements for Leases, Tenancies, Licences and Agreements referred to in the First Schedule to the aforesaid Conveyance and none of those documents can be located and it is not known what (if any) burdens may still subsist and affect title to the Property as a consequence; and
- 7.5.2 Entry No. 9 of the Charges Register of Title No. NGL179922 states that the land edged and lettered "A" in red on the title plan is subject to such restrictive covenants and easements as may have been imposed....prior to the 3rd September 1997 as are still subsisting and are capable of taking effect. The existence or identity of such aforesaid matters has not been identified; and
- 7.5.3 Entry No. 1 of the Charges Register of Title No. EGL336646 makes the land the subject of that title not to use that part of the Property at any time for any other purpose than for sidings or for goods, carriage, engine and other sheds, offices and things connected with the business of the Great Eastern Railway Company.
- 7.6 The Seller hereby indemnifies the Buyer (from the date hereof) against any losses claims demands or expenses incurred by the Buyer or on their behalf as a consequence of breach or alleged breach of the matters referred to in Clause 7.5 of this Agreement and the Seller shall hold the Buyer fully and effectually indemnified against all such matters at all times subject to the Buyer being under a duty to mitigate the extent of any claim loss demand or expense.
- 7.7 On the Satisfaction Date the Seller shall in conjunction with and at the request of the Buyer place for the benefit of the Buyer and all those succeeding and/or

deriving title from them title indemnity insurance against the matters referred to in Clause 7.5 of this Agreement with an upper limit of indemnity on such insurance of the development value of the Property at that date and the Seller shall pay the insurance premium and any tax thereon to place such policy to the extent such costs do not exceed £50,000 and the Buyer shall pay any costs exceeding £50,000 with the terms of the policy being approved by the Buyer in writing prior to the insurance being placed such approval not to be unreasonably withheld or delayed.

- 7.8 On placing the insurance to which Clause 7.7 relates the indemnity contained in Clause 7.6 of this Agreement shall determine and no longer be of any further force or effect.

8 Other matters subject to which the Property is sold

- 8.1 The Property is further sold subject to:-

8.1.1 all local Land Charges whether registered or not before or after the date hereof and all matters capable of registration as local Land Charges whether or not actually so registered;

8.1.2 (excluding any Notice to Treat) all notices served and orders demands requests proposals and requirements made (whether or not subject to any confirmation) by any local public or other competent authority ("**an authority**") whether before or after the date hereof;

8.1.3 all proposals orders directions notices and charges restrictions conditions agreements and other matters arising under the Planning Act or any other legislation from time to time in force relating to town and country planning.

- 8.2 The Buyer shall be deemed to have full knowledge of the matters referred to in Clause 8.1 and in relation thereto shall rely only on any information obtainable from an authority (whether or not in fact obtained).

9 Planning Provisions - Buyer's Obligations

From the date hereof and throughout the duration of this Agreement at its sole expense the Buyer shall (in order to satisfy Condition (a) hereof):-

- 9.1 ensure at all times that the Planning Application is in a format that is considered appropriate to ensure that a consent will be granted and in particular ensure that such Planning Application shall include a 50% Affordable Housing provision;
- 9.2 consult with the Seller as to the format and substance of the Planning Application and submit the full Planning Application, together with all supporting drawings to the Seller for its approval within five months of the date hereof such approval not to be unreasonably withheld or delayed (and to be deemed to have been approved if no response is received by the Buyer within one month of receipt by the Seller of the Planning Application and supporting drawings) with a view to its form and content being agreed between the Buyer and the Seller so that the Buyer can submit the Planning Application to the London Borough of Newham within nine months of the date hereof;
- 9.3 use all reasonable endeavours to obtain a Planning Permission including the diligent pursuit of all Planning Applications all Planning Appeals and all Judicial Challenges;
- 9.4 keep the Seller fully informed at all times of the progress of all Planning Applications Planning Appeals and Judicial Challenges and notify the Seller forthwith (and in any event not later than 5 working days after the date thereof) of the grant of all Planning Permissions and all refusals or deemed refusals or other decisions in respect of all Planning Applications Planning Appeals or Judicial Challenges and otherwise provide the Seller at all times with all information as the Seller may require in respect of any aspect of all Planning Applications Planning Appeals and all Judicial Challenges;
- 9.5 (unless the Seller shall direct the Buyer in writing to the contrary and insofar as permitted by the Court and also agreed with the authority the subject of the Judicial Challenge be it the Secretary of State or local planning authority) make representations to Court opposing any Judicial Challenge which seeks to establish that the grant of any Planning Permission was invalid;
- 9.6 obtain the prior consent of the Seller (such consent not to be unreasonably withheld or delayed) before abandoning or varying (which shall include the substitution of any drawings) any Planning Application Planning Appeals or Judicial Challenges;

- 9.7 (unless the Seller shall direct the Buyer in writing to the contrary or the Buyer shall obtain written advice from Planning Counsel which advises that the chance of success on a Planning Appeal is less than 50% and the Buyer does not following such advice wish to submit a Planning Appeal) lodge a Planning Appeal with the Secretary of State at the earliest possible moment after a refusal (but not a deemed refusal) of a Planning Application;
- 9.8 (unless the Seller shall direct the Buyer in writing to the contrary or the Buyer shall obtain written advice from Planning Counsel which advises that the chance of success on a Planning Appeal is less than 50% and the Buyer does not following such advice wish to submit or pursue a Planning Appeal) make a Judicial Challenge in respect of any refusal by the Secretary of State of a Planning Application or Planning Appeal or any decision by the Secretary of State to require a Planning Application to be referred to him;
- 9.9 if the planning authority the Secretary of State any government department local government body statutory undertaking or similar body or any of them make any proposal (including but without limitation by way of draft circular circular green paper structure plan local plan unitary development plan or proposals for such plans statutory instrument consultation paper or otherwise) which may or will diminish the prospect of Planning Permission being granted to make representations in respect thereof with a view to preserving or enhancing the prospect of obtaining Planning Permission as soon as practicable (consulting with the Seller);
- 9.10 pay all application and other fees in respect of any Planning Application;
- 9.11 give the Seller no less than 3 working days' prior written notice of all meetings of the Buyer's planning team (excluding employees of the Buyer) or any of them all conferences and consultations with Counsel and all meetings with any relevant authority (including but without limitation the local planning authority) or any other person who has made or may intend to make a representation concerning any Planning Application (together with full details of the agenda for such meetings and copies of any instructions to Counsel) and the Seller and the Seller's Solicitors shall be entitled to attend and fully participate at all such meetings conferences and consultations and in any event shall be sent notes thereof within 5 working days thereafter and copies of any attendance notes and opinions as soon as they are prepared other than those of the Buyer's Solicitors;

- 9.12 for the avoidance of doubt not make any application for planning permission in respect of the Property save with the prior consent of the Seller such consent not to be unreasonably withheld or delayed;
- 9.13 immediately inform the Seller of the grant of any Planning Permission and within twenty-eight working days of such grant, inform in writing the Seller whether or not such consent contains in its opinion any Onerous Conditions, together with full details of its reasons;
- 9.14 in so far as there are any matters requiring the subsequent approval of the London Borough of Newham pursuant to a planning condition in any Planning Permission the Seller shall within twenty-eight working days of such grant indicate (acting reasonably) which if any of such matters it regards as material and in relation solely to such matters identified as material the Buyer shall not submit such matters for the approval of London Borough of Newham without the prior approval of the Seller such approval not to be unreasonably withheld or delayed (and to be deemed to have been approved if the Buyer supplies its proposals and supporting drawings to the Seller in respect of any such matters and no response is received by the Buyer within 5 working days of receipt by the Seller);
- 9.15 the Buyer may (in its absolute discretion) waive any Onerous Condition;
- 9.16 if the Seller does not agree that there are any Onerous Conditions and is unable to resolve matters with the Buyer within 20 working days then either the Seller or the Buyer shall be entitled to refer the matter for determination in accordance with Clause 24.

10 RSL and Affordable Housing

- 10.1 As part of the consultation process referred to in clause 4.2 hereof the Buyer and the Seller shall agree a list of RSL's acceptable to both parties for the purposes of taking up the Affordable Housing element of the Development comprised within the Planning Permission.
- 10.2 The Buyer agrees with the Seller that it shall not approach any RSL in connection with the Development save for an RSL contained on the list referred to in sub-clause 10.1 above and shall keep the Seller fully informed of any discussions with

any such RSL and shall, if reasonably required by the Seller, allow the Seller to attend any meetings with such RSL.

- 10.3 The Buyer shall disclose in full to the Seller any heads of terms and any agreement proposed to be entered into with any RSL;
- 10.4 If the Buyer enters into a commitment with an RSL in respect of the provision of any Affordable Housing element of the Development then the provision of Schedule 10 shall apply for the benefit of the Seller.

11 Stopping Up Order Ad Medium Filum Application and Condition (f)

- 11.1 It is acknowledged by the Buyer and the Seller that Thames Road needs to be stopped up in accordance with Section 247 of the Planning Act to be able to implement the Planning Permission that the Buyer and the Seller will be applying for pursuant to this Agreement and following the grant of Planning Permission which satisfies Condition (a) of this Agreement the Buyer shall at its cost immediately apply for a Stopping Up Order and the Seller shall use all reasonable endeavours to assist the Buyer in the Buyer obtaining and diligently pursuing the application for a Stopping Up Order.
- 11.2 Following the confirmation of a Stopping Up Order, the Buyer shall at its cost take all reasonable steps to defend a Stopping Up Order in the event that it is challenged and the Seller at the Buyer's cost shall assist in so far as may be necessary.
- 11.3 Subject to clause 11.5 and 11.6 following the confirmation of a Stopping Up Order, the Seller shall Transfer to the Buyer title to the land that fronts Thames Road as is registered (along with other land) in the Seller's title No. EGL336646 for £1.00 which is the minimum sufficient to enable the Buyer along with land the subject of the Option Agreement to apply on the basis of Ad Medium Fillum to HM Land Registry to be registered with freehold title absolute in respect of any land that is subject to a Stopping Up Order with the intention that title to it is added to, or amalgamated with either titles to the Option Land and Title No. EGL336646 or divided between relevant titles or given a new title number as appropriate and in the event that the extent of the land required for a successful application to be submitted to HM Land Registry is not agreed then the matters unresolved may be

referred by either the Seller or the Buyer for determination in accordance with clause 24.

- 11.4 The Buyer shall keep the Seller informed of progress in obtaining any Stopping Up Order.
- 11.5 Without prejudice to clause 11.3 and clause 9 hereof the Buyer and the Seller shall (at the Buyer's cost) use all reasonable endeavours to fulfil Condition (f) by the means proposed in part (1) thereof as soon as reasonably practicable after the date hereof and if the parties hereto shall be unsuccessful the Buyer (at the Buyer's cost) shall use all reasonable endeavours to fulfil Condition (f) by the means proposed in part (2) thereof as soon as reasonably practicable thereafter.
- 11.6 If the Buyer fails to satisfy Condition (f) pursuant to part (1) or part (2) of such Condition subject to clause 11.7 the Buyer will submit as soon as practicable a new Planning Application omitting Thames Road from the intended Development but otherwise such Planning Application shall contain no less than the amount of residential development referred to in the description of Development in Schedule 1 hereof and shall otherwise be dealt with in accordance with clause 9 of this Agreement as the Planning Application replacing any previous Planning Application that may have been submitted, and subject to clause 11.7 any previously obtained Planning Permission shall be deemed not to have satisfied Condition (a) which shall only be capable of satisfaction by such new or subsequent Planning Application and upon Condition (a) thereafter being satisfied, both the Buyer and the Seller agree to waive Condition (d) and Condition (f).
- 11.7 If at the date the Buyer is required to submit a new Planning Application pursuant to clause 11.6, a Planning Permission already exists which satisfies Condition (a) and is capable of implementation in a way which excludes in all respects Thames Road from the Development but which would still achieve the same amount of residential development referred to in the description of Development in Schedule 1 hereof, then the Buyer shall not be required to submit such new Planning Application but the Buyer hereby undertakes to implement the said Planning Permission in the above-mentioned manner and the Buyer and the Seller in such circumstances agree to waive Condition (d) and Condition (f).

- 11.8 In the event that land is transferred as envisaged by clause 11.3 ("the relevant land") and the Satisfaction Date does not occur the Buyer shall transfer back to the Seller the relevant land together with one half of the land that the Buyer may have been registered with pursuant to clause 11.3 that is adjacent to the relevant land for a consideration of £1.00.

12 Environment Agency and London Borough of Newham documentation

- 12.1 The Buyer shall at its cost use all reasonable endeavours to satisfy Conditions (b), (c) and (e) hereof as soon as is reasonably practicable after the date hereof to enable the development as anticipated by the Planning Application to be implemented by the Buyer.
- 12.2 The Seller shall if reasonably requested by the Buyer enter into documentation with the Environment Agency for England and Wales in relation to matters the subject of Conditions (b) and (c) hereof and with the Mayor and Burgesses of the London Borough of Newham in relation to matters the subject of Condition (e) hereof insofar as may be necessary and the Buyer shall indemnify the Seller insofar as any obligations may be placed on the Seller in such documentation.

13 Remediation Works, s106 Agreement and Minimum Purchase Price

- 13.1 13.1.1 The Purchase Price shall be reduced by an amount equivalent to the Remediation Costs Sum, but to the extent that the actual cost expended by the Buyer in respect of the remediation works is lower than the Remediation Costs Sum, any such cost saving shall be shared equally between the Seller and the Buyer.
- 13.1.2 Upon completion of the Remediation Works the Buyer shall supply full details of the costs it has incurred in carrying out such works to the Seller to enable any cost savings to be identified in which case the Buyer shall make a payment to the Seller in respect of one half of the cost savings as referred to in clause 13.1.1.
- 13.2 If it is a pre-condition to the grant of a Planning Permission that a Planning Agreement be entered into then subject to clause 13.3 the Seller will at the written request of the Buyer enter into such Planning Agreement provided that the Buyer will contemporaneously in a separate deed covenant directly with the Seller in a

form satisfactory to the Seller to indemnify and keep indemnified the Seller from and against all proceedings costs claims demands expenses loss and liability of whatsoever nature and howsoever arising as a result of the Seller entering into and observing and performing the terms of such Planning Agreement.

13.3 Subject always to clause 13.2 the Seller shall enter into any Planning Agreement **PROVIDED THAT:-**

13.3.1 the proposed terms of the Planning Agreement are not ultra vires the person proposing them or more onerous than the planning policies applicable to the area within which the Property is situate; and

13.3.2 there is a provision in the Planning Agreement which has the effect of releasing the Seller from liability thereunder upon its disposing of its entire interest in the Property; and

13.3.3 the substantive obligations on the part of the Seller in the Planning Agreement do not come into effect prior to commencement of the development (by the carrying out of a material operation as defined in Section 56(4) of the Planning Act); and

13.3.4 the proposed terms relate in whole or part to the Property and the Option Land and the land the subject of Conditions (d) and (e);

13.4 On or before completion of any Planning Agreement which is entered into pursuant to S106 of the Planning Act, the parties shall identify the S106 Costs, and in the absence of any such agreement within 15 days of completion of any Planning Agreement the matter shall be referred by either party for determination in accordance with clause 24.

13.5 The Buyer shall keep the Seller fully informed of the actual costs incurred in respect of the S106 Costs and if there shall be any disagreement as to the actual amount of the S106 Costs the matter shall upon the application of either the Buyer or the Seller be determined in accordance with the provisions of clause 24.

13.6 Upon determination of the S106 Costs the parties agree that in the event the costs are determined to be less than the S106 Costs Cap the Purchase Price shall be

reduced by the amount of the S106 Costs, but if the S106 Costs are higher than the S106 Costs Cap, the Purchase Price shall be reduced by the S106 Costs Cap only.

- 13.7 If as a result of any deduction or recalculation of the Purchase Price pursuant to the combined provisions of this clause 13 and agreement or determination of matters pursuant to Schedule 6 hereto the final Purchase Price falls below the Minimum Purchase Price the Seller shall be entitled but not obliged at any time thereafter to serve notice on the Buyer indicating that it wishes to terminate this Agreement and unless the Buyer within 28 working days of receiving notice from the Seller serves a counter-notice advising that it will (notwithstanding the calculations pursuant to this clause 13 and/or Schedule 6) pay the Minimum Purchase Price then if upon the expiry of the period for serving a counter-notice as aforesaid no counter-notice has been served this Agreement shall forthwith determine (save that the provisions of clause 18.4 shall apply in the circumstances of this sub-clause 13.7 mutatis mutandis) but without prejudice to any rights or remedies which either party may have against the other in connection with any antecedent breach of this Agreement.

14 Development Programme

- 14.1 14.1.1 On or before the grant of Planning Permission, the Buyer shall submit to the Seller its plans for any changes to the phasing and programme of the Works from the Development Programme annexed hereto, and immediately following the grant of Planning Permission shall at its own cost and expense obtain or procure the obtaining of all other Approvals required for the carrying out and completion of the Works and supply the Seller with a copy of all such Approvals, and following the obtaining of all such Approvals shall update and re-issue the Development Programme if it will change as a consequence of the Approvals to the Seller for its approval such approval not to be unreasonably withheld or delayed.
- 14.1.2 Prior to the commencement of any Works the Buyer shall procure the satisfaction of all of the Conditions and shall provide to the Seller appropriate evidence of the same.
- 14.1.3 The Buyer shall use all reasonable endeavours to ensure that all of the Conditions are satisfied on or before the expiry of the Conditional Period

and will keep the Seller fully informed at all times of progress made in this regard.

- 14.2 Unless the Seller in its absolute discretion shall agree no part of the Works shall be commenced until the Satisfaction Date shall have occurred and the updated Development Programme has been issued and approved pursuant to clause 14.1.
- 14.3 At least 10 working days prior to the Buyer proposing to commence any Phase in accordance with the Development Programme the Buyer shall serve written notice on the Seller stating the date upon which it proposes to commence such Phase (“the Commencement Notice”).
- 14.4 Subject to and in accordance with the provisions of clause 13 and subject to Vacant Possession being provided by the Seller the Buyer shall commence construction of the First Phase of the Works within 3 months of the Satisfaction Date and shall commence construction of other phases of the Works in accordance with the Development Programme and shall thereafter in every case proceed diligently to complete the same.
- 14.5 14.5.1 On one occasion only, the Buyer shall be entitled to vary the Development Programme in circumstances where a Phase has become an Unviable Phase.
- 14.5.2 Where a Phase has become an Unviable Phase the Buyer shall be entitled to notify the Seller that it wishes to defer the implementation of such Phase for such period as it reasonably determines and the Development Programme shall be varied accordingly.
- 14.5.3 Subject to the Buyer complying at all times with Clause 14.6 the Buyer shall be entitled to vary the Development Programme where an event of Force Majeure occurs by extending the Development Programme by an amount equivalent to the period of the delay attributable to such force majeure event-Provided Always that if at the expiry of any period of delay which is due to an event of Force Majeure comprised within paragraph (i) only the Buyer can show that there is an Unviable Phase, the Development Programme shall be further extended until such Phase ceases to be an Unviable Phase.

14.5.4 Subject to the provisions of sub-clauses 14.5.1, 14.5.2 and 14.5.3, the Buyer shall use all reasonable endeavours to complete the Works by the Development End Date.

14.6 Without prejudice to the generality of the foregoing the Buyer shall use all reasonable endeavours to minimise the effect or extent of any delays arising during the Works, and shall in all cases take all reasonable steps to mitigate the effect of any event of Force Majeure.

14.7 Save as mentioned in this Clause 14 the Buyer shall not be entitled to make any variations to the Development Programme without the consent of the Seller.

15 Licence to Occupy

15.1 From the Satisfaction Date and subject to service of an appropriate Commencement Notice the Buyer and the contractors and workman of any of them may enter with machinery plant and equipment onto such parts of the Property as may be necessary or appropriate but not further or otherwise as the licensee of the Seller for the purpose only of carrying out a Phase of the Works provided that (but without prejudice to the obligations of the Seller in clause 4) such licence shall be subject to the rights of third parties where vacant possession has not been obtained by the Seller;

15.2 The Buyer shall in respect of the Property indemnify and keep fully indemnified the Seller from all taxes rates charges assessments and outgoings in respect of the Property (but not any dealings with title to it nor receipt of monies pursuant to this Agreement) and all actions proceedings liabilities losses damages compensation costs claims and demands which may be incurred or sustained by the Seller in respect of any breach of any title matters referred to in Schedule 3 hereof, any loss damage or injury incurring to persons and/or Property which may arise out of the acts or defaults of the Buyer or any other person or persons employed by or under the direct or indirect control of any of them in connection with the carrying out of the Works or the use of the Property or the breach by the Buyer of any covenant condition or stipulation to be reserved and performed under this Agreement;

15.3 The Buyer shall maintain at its own expense from the date that it shall commence the Works in the names of the Seller and the Buyer (with or without other names)

- 15.3.1 insurance in respect of actions proceedings liabilities losses costs claims and demands which may be incurred or sustained by the Seller in respect of any damage incurring in relation to any property arising out of or in the course of or by reason of the carrying out of the Works in the total sum of Twenty Million Pounds (£20,000,000);
- 15.3.2 insurance of the buildings and structures on any part of the Property together with all plant and equipment used in connection with the Works in such an amount as is proper and usual regarding the nature and size of the Works being no less than the full reinstatement costs thereof;
- 15.3.3 insurance to cover the liability of the Seller in respect of personal injury or death from injury or damage arising as a result of the carrying out of the Works in the total sum of Twenty Million Pounds (£20,000,000).

16 Development Obligations

In respect of each Phase of the Works the following provisions shall apply:

16.1 The Buyer shall:-

- 16.1.1 procure that each member of the Development Team enters into a warranty agreement (which shall be executed as a deed) with the Seller in a form approved by the Seller acknowledging:-
- (a) that the person in question owes a duty of care to the Seller;
 - (b) that the Seller shall have licence to use and reproduce in connection with the Works all plans drawings calculations and other papers and documents which shall have been prepared by such member of the Development Team in respect of the Works
 - (c) undertaking to produce suitable evidence of insurance in respect of its obligations to the Seller;
 - (d) that the warranty agreement shall be capable of assignment on at least two occasions without consent

- 16.1.2 deliver each warranty agreement to the Seller as soon as reasonably practicable after the execution of the relevant building contract or appointment and in any event prior to the issue of the Certificate of Practical Completion in respect of the works comprised in such building contract and at the same time deliver to the Seller a certified complete copy of such building contract or appointment.
- 16.2 The Buyer shall with effect from the commencement of any Works at its own cost and expense procure the carrying out of the relevant Works and each and every part of them:-
- 16.2.1 in a good and workmanlike manner; and
- 16.2.2 using the standard of skill and care in procuring the construction commissioning and design of the Works as would be expected of a developer which is experienced in the development of buildings of the size and type of the buildings comprised within the Planning Permission; and
- 16.2.3 using good quality suitable materials; and
- 16.2.4 in accordance with and subject to:-
- (a) the Planning Permission and Approvals;
 - (b) all lawful statutory and other requirements;
 - (c) the Development Programme; and
 - (d) the terms of this Agreement.
- 16.3 16.3.1 The Buyer will comply with the terms of and will diligently carry out and fulfil its duties and obligations under any building contract and under the terms of appointment of any member of the Development Team;
- 16.3.2 The Buyer will in its discretion diligently enforce the obligations of any contractor employed by it under or pursuant to any building contract in respect of the Works or any part thereof and the obligations of any consultant employed by it under or pursuant to any appointment in respect

of the Works or any part thereof and their respective duties and obligations arising by virtue of the CDM Regulations in connection with the Works.

- 16.4 As soon as reasonably practical following the happening of any event (or upon it becoming known that an event is likely to happen) which could potentially delay any part of the Works whether or not an event of Force Majeure the Buyer shall give written notice to the Seller identifying the nature of the event and the anticipated delay and shall thereafter take all reasonable steps to mitigate the effects of such event on the progress of the Works or the relevant part.
- 16.5 The Buyer shall permit the Seller to inspect the progress and manner of execution of the Works at all reasonable times on reasonable prior written notice and subject to the proper safety requirements imposed by the Buyer and/or the relevant contractor without such inspection causing any undue delay to the programme for the carrying out of the Works and so that (save as may be expressly required for compliance with the CDM Regulations) no instructions shall be given to the persons engaged in carrying out the Works and the Buyer shall procure that any defects faults or failures to comply in respect of which the Seller serves written notice following such inspection are remedied and made good at the appropriate time according to the nature of the work in question.
- 16.6 The Buyer shall procure that:-
- 16.6.1 not less than 10 working days prior to the date that it is proposed to issue a certificate of practical completion in respect of any phase of the Works the Seller is supplied with written notice of such proposal and is permitted to accompany the certifying officer on his pre-completion inspection of the relevant Works and to make representations with regard to the issue of the certificate of practical completion and the Buyer shall procure that the certifying officer takes proper account of such representations;
- 16.6.2 upon completion of the relevant Works the certifying officer issues the certificate of practical completion and immediately thereafter notifies the Seller in writing that the certificate of practical completion has been issued (supplying to the Seller a full copy thereof at the same time such notification is given)

- 16.7 As between the Seller and the Buyer all fossils antiquities and other objects having artistic or historic value found on or at the Site shall become upon discovery the absolute property of the Agency.
- 16.8 The Buyer shall ensure that all ongoing Works:-
- 16.8.1 are properly hoarded and kept safe and secure;
- 16.8.2 members of the public authorised by the Buyer or the Seller using adjacent land and the public highways adjacent thereto are able to do so with safety.
- 16.9 For the avoidance of doubt it is hereby agreed between the parties that the Buyers obligations contained in clauses 14-16 of this Agreement shall continue and subsist notwithstanding Completion.

17 Completion and Payment of the Purchase Price

- 17.1 Completion of the first Block in the First Phase Land shall take place on the First Completion Date, completion of the second Block in the First Phase Land shall take place on the Second Completion Date, completion of the third Block in the First Phase Land shall take place on the Third Completion Date, completion of the fourth Block in the First Phase Land shall take place on the Fourth Completion Date, completion of the first Block in the Second Phase Land shall take place on the Fifth Completion Date, completion of the second Block in the Second Phase Land shall take place on the Sixth Completion Date, completion of the third Block in the Second Phase Land shall take place on the Seventh Completion Date, completion of the fourth Block in the Second Phase Land shall take place on the Eighth Completion Date, completion of the fifth Block in the Second Phase Land shall take place on the Ninth Completion Date, completion of the first Block in the Third Phase Land shall take place on the Tenth Completion Date, completion of the second Block in the Third Phase Land shall take place on the Eleventh Completion Date, completion of the third Block in the Third Phase Land shall take place on the Twelfth Completion Date, completion of the fourth Block in the Third Phase Land shall take place on the Thirteenth Completion Date, completion of the fifth Block in the Third Phase Land shall take place on the Fourteenth Completion Date and completion of the sixth Block in the Third Phase Land shall take place on the

Fifteenth Completion Date and the following provisions of this clause shall apply to each such completion (subject always to the number of Completion Dates varying depending upon the number of Blocks the subject of the Planning Permission).

- 17.2 In relation to Works for a Block or Blocks within which Affordable Housing is to be constructed where the Buyer desires to transfer or lease part of a Block or whole Blocks to an RSL before the Works are completed then (subject to the Buyer providing to the Seller the relevant contract with the RSL evidencing that such RSL unequivocally requires such transfer to be completed, and that in all circumstances such Block or Blocks will be built out either by the Buyer or the RSL) the Seller will at the Buyer's request transfer sufficient title to the Buyer for the purposes referred to in this clause.
- 17.3 Completion of the sale and purchase shall take place on the relevant Completion Date before 2.00 p.m..
- 17.4 It is acknowledged and agreed by the Buyer and the Seller that each freehold transfer will contain appropriate rights of access and for services so as to enable (taking into account the Option Land) each Block to be separately developed and sold and for all the retained parts of the Property to be separately developed and sold in Blocks and in the event that there is any dispute as to the location or route of them or the works of freehold transfer then the matters unresolved may on the application of either the Buyer or the Seller be referred for determination under clause 24.
- 17.5 The Buyer shall not be entitled to delay completion by reason of the fact that the Property is charged or mortgaged by the Seller to secure money and shall accept an undertaking given by the Seller's Solicitors or the Solicitors acting for such chargee or mortgagee to send sufficient funds to discharge any charge or mortgage deliver to the Buyer's Solicitors the receipted charge Form DS1 or Application to Withdraw Notice of Deposit or Intended Deposit (as the case may be) within 21 days of receipt thereof.
- 17.6 In the event that actual completion shall be effected after 2.00 p.m. on a working day or effected on any day other than a working day then for the purpose of Commercial Conditions 6.3 and 7.3 the date of actual completion shall be deemed to be the next working day.

- 17.7 The Seller shall not be obliged to complete this Agreement otherwise than by personal attendance by the Buyer's Solicitors at the offices of the Seller's Solicitors but if the Seller shall agree to complete this Agreement by post then such completion shall be at the Buyer's risk and cost in all respects and neither the Seller nor the Seller's Solicitors shall incur any liability for the loss of any documents sent by post nor shall the Seller's Solicitors be obliged to insure any documents sent by post or to send the same by registered post.
- 17.8 The provisions of Schedule 6 shall apply in determining the Gross Land Price
- 17.9 Without prejudice to Completion the Buyer will make to the Seller the Payments on their respective Payment Dates which payment shall be received by the Seller's solicitors by 2pm on the relevant Payment Date.
- 17.10 If any interest is payable on the Purchase Price the Payments or any part of them, it shall also be due and paid on the amount of Value Added Tax (if any) payable in addition to the Purchase Price.
- 17.11 If on a relevant Completion Date any Payment that is due has not been made the Seller shall not be required to complete and the relevant Completion Date shall be deferred until any such Payment together with all accrued interest has been paid to the Seller.

18 Termination

- 18.1 Notwithstanding and without prejudice to any other remedy and power herein contained or otherwise available to the Seller if:-
- 18.1.1 a material start on site has not occurred by the date six months from the Satisfaction Date (as extended by any delay due to an event of Force Majeure but subject always to the Buyer having fully complied with clause 14.6);
- 18.1.2 one or more phases of the Works remain outstanding as at the Development End Date or the date for completion of the Works as set out in the Development Programme (as extended by any delay due to an event of Force Majeure but subject always to the Buyer having fully complied with clause 14.6);

18.1.3 if any payments due by the Seller to the Buyer under this Agreement have not been made within thirty working days of their date for payment hereunder;

18.1.4 the Buyer (being a company and here meaning both of them but not one of them) shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation while solvent for the purpose of amalgamation or reconstruction) or a provisional liquidator shall be appointed under the Insolvency Act 1986 or a receiver or manager or administrative receiver or administrator shall be appointed or a proposal shall be made for a voluntary arrangement or a proposal shall be made for a scheme of arrangement; or

18.1.5 the Buyer (being an individual) shall apply for an interim order or shall propose a voluntary arrangement under the Insolvency Act 1986 or shall suffer a bankruptcy order to be made under the said Act or shall petition the Court for his own bankruptcy or shall enter into a deed of arrangement

then and in any of such cases the Seller shall have power to determine this Agreement by serving written notice on the Buyer to such effect and thereupon this Agreement (subject to the provisions of clause 18.5) shall forthwith determine but without prejudice to all such rights and remedies which the Seller may have against the Buyer for breach of any of the agreements herein contained.

18.2 The Buyer shall immediately notify the Seller if either of them suffer any of the consequences referred to in sub-clauses 18.1.4 or 18.1.5.

18.3 If any of the Conditions shall not have been satisfied before the expiry of the Conditional Period then either party may at any time thereafter terminate this Agreement by giving to the other written notice to that effect whereupon this Agreement shall absolutely determine but without prejudice to any claim by either party against the other in respect of any antecedent breach of the terms contained herein.

18.4 Upon the determination of this Agreement in accordance with clause 18.3 the Buyer shall forthwith return all papers delivered to it and at its expense shall procure the cancellation of any entry relating to this Agreement in any register and

contemporaneously with such determination the Deposit shall be repaid to the Buyer.

18.5 In the event that this Agreement is determined in one or more circumstances set out in clause 18.1 the following provisions shall apply:

18.5.1 Immediately upon determination as aforesaid the Buyer shall pay to the Seller forthwith the Compensation Sum.

18.5.2 Immediately upon determination as aforesaid the Buyer shall determine as at the date of determination those Blocks comprising parts of the Works which have been completed ('Completed Works'), those which have been partially completed ('Partially Completed Works'), and those which have not yet been commenced ('Uncommenced Works').

18.5.3 With regard to the Partially Completed Works the Seller shall within 30 Working days of termination or (if later) 5 Working Days following the date at which the Seller shall have entered into a binding unconditional contractual commitment with a third party for the completion (inter alia) of the Partially Completed Works, pay to the Buyer the Market Value of that part of the Property in respect of which the Partially Completed Works have been constructed.

18.5.4 With regard to the Completed Works the number and type of Residential Units and amount of Non-Residential Space shall be determined and the provisions of schedule 6 paragraph 2 shall apply to the extent that such figures shall be inserted into the Development Appraisal so as to calculate the Gross Land Price of the Completed Works and thereafter:

- (a) to the extent that the said Gross Land Price of the Completed Works exceeds the amount of any monies paid by the Buyer to the Seller in respect of the Purchase Price under this Agreement the Buyer shall pay to the Seller within 30 Working Days of termination the amount of such excess ("the Sellers Completed Works Adjustment").

- (b) to the extent that the said Gross Land Price of the Completed Works is less than the amount of any monies paid by the Buyer to the Seller in respect of the Purchase Price, the Seller shall identify the amount of such shortfall ("the Buyers Completed Works Adjustment") and such amount shall be deducted from the amount of any sum due from the Seller to the Buyer pursuant to Clause 18.5.3 (but if there shall be no such sums due then the Buyers Completed Works Adjustment shall be paid by the Seller to the Buyer within 30 Working Days of calculation).

18.5.5 The Buyer will transfer to the Seller all of the Option Land and any other land rights or easements acquired by the Buyer in connection with satisfying the Conditions (save for any parts of such land which forms part of any Completed Works) for a consideration of £x per acre of land so transferred (where £x is equal to the Purchase Price divided by 7.7).

18.5.6 The Buyer and the Seller shall where applicable seek to agree the Market Value of the Partially Completed Works and/or the Gross Land Price of the Completed Works and in the event it is not agreed within 10 working days of service of the Seller's notice pursuant to sub-clause 18.1 then it shall be determined by a chartered surveyor in the manner set out in clause 24.2.

18.5.7 For the avoidance of doubt the Buyer shall not be entitled to any payment from the Seller in respect of any Uncommenced Works.

19 Step In

19.1 Notwithstanding and without prejudice to any other remedy and power herein contained or otherwise available to the Seller if:

19.1.1 In respect of any Phase already commenced there is a persistent delay so that the Development Programme is more than six months late for a period of twelve months; or

19.1.2 If any Phase is not commenced within three months of the date set down for commencement in the Development Programme.

The Seller shall be entitled but not obliged to serve at any time thereafter a notice on the Buyer indicating that it requires the Phase to be completed by either itself or a nominated third party (“a Step-in Notice”) and immediately upon service of a Step-in Notice the following provisions shall apply:-

19.1.3 The Buyer will procure a novation to the Seller or such other party as the Seller shall require, of all its contracts with the Development Team in respect of such Phase, such novation to be on terms as will enable the Seller to procure the carrying out and completion of the Works and otherwise on such terms as the Seller shall require (acting reasonably) and the Seller will within 20 working days as aforesaid pay back to the Buyer the whole or a proportionate part of the Purchase Price paid in relation to the land the subject of a Step In Notice; and

19.1.4 The Buyer will forthwith vacate the Phase or part of a Phase to which a Step In Notice applies and, if required, grant to the Seller an unqualified licence over the Option Land in so far as it forms part of the relevant Phase to enable the Seller and/or such nominated party to either proceed to complete that part of the Works outstanding at such time or to demolish all or any of the buildings or structures on such site, whichever the Seller (acting reasonably) shall consider expedient; and

19.1.5 The provisions of clause 18.5 shall apply in these circumstances in respect of such Phase or part of a Phase as if set out below mutatis mutandis to determine whether any payments or repayments are required to be made between the parties

19.2 The provisions of this clause 19 shall only apply in respect of the Phase or part of a Phase that is the subject of the relevant Step-in Notice and shall not, affect or in any way lesser the continuing obligations of the Buyer to the Seller hereunder in connection with the completion of the other Phases, and the payment of any the sums and other payments due to the Seller by the Buyer pursuant to this Agreement, including for the avoidance of doubt all of the payments of the Purchase Price, and all of the sums due to the Seller pursuant to the provisions of Schedule 4 of this Agreement.

19.3 For the avoidance of doubt the provisions of this clause 19 shall not affect any part of a Block which has been subject of a Completion Date.

20 Fixtures

All fixtures and fittings usually designated tenants fixtures and fittings are excluded from the sale and purchase and the Seller shall be entitled (but not obliged) to remove the same at any time prior to actual completion.

21 Entire Agreement

This Agreement constitutes the entire contract between the parties and the Buyer admits and warrants that the Buyer:-

21.1 has inspected the Property and is deemed to buy with full knowledge and notice in all respects of the actual state and condition of the Property;

21.2 has agreed to purchase the Property upon the terms set out in this Agreement solely as a result of this inspection; and

21.3 in entering this Agreement has not relied on any statement made to the Buyer the Buyer's Solicitors or agents save (if it is the case) one made in writing by the Seller's Solicitors in reply to enquiries raised by the Buyer's Solicitors and not capable of verification by inspection survey or searches or enquiries capable of being raised of any other person or local or other authority or body whether or not such inspection survey or searches shall have been made or such enquiries shall have been raised by or on behalf of the Buyer.

22 Notices

Any notice hereunder shall be effectively given if sent in accordance with Commercial Condition 1.3 to either the intended recipient or its Solicitors and respectively at the address given for it or them herein or at its or their last known address.

23 No Partnership

Nothing herein contained shall be construed as creating or being deemed to imply a partnership or joint venture between the parties.

24 Independent Expert

- 24.1 Any dispute difference question or matter specified for determination under this Agreement in accordance with this clause shall be determined in accordance with the following sub-clauses.
- 24.2 The issue shall be determined by a chartered surveyor of no less than 10 years experience of residential development in London who shall be appointed (in the absence of the Buyer and Seller agreeing who it should be) on the application of either the Buyer or the Seller by the President for the time being of the Royal Institution of Chartered Surveyors or (if the dispute relates to the matters referred to in clause 10.3 or the words of the freehold Transfer as referred to in clause 16.3) a conveyancing Counsel of no less than 10 years experience of conveyancing and property and residential development who shall be appointed (in the absence of the buyer and Seller agreeing who it should be) on the application of either the Seller or the Buyer by the President for the time being of the Bar Council on the basis of joint instructions from the parties and in the event of the parties failing to agree such instructions each party shall be entitled separately to make representations to the said Expert.
- 24.3 If the said Expert shall return his instructions or die or if it shall become apparent that he is or will be unable or unwilling to complete his duties hereunder within a reasonable time or at all the parties may agree upon or either of them may apply to the President for the time being of the relevant institution for a substitute in his place which procedure may be repeated as many times as necessary.
- 24.4 If the said President shall be unable or unwilling to make any such appointment as aforesaid at the time of the application the appointment may be made by the Vice President or next most Senior Officer of the relevant institution then able and willing to make such appointment or if no such officer shall be available by such officer of such professional body as the Seller shall designate.
- 24.5 The said Expert shall act as an expert and his decision shall be final and binding on the parties hereto.

25 Payment of Agency Land Factor and Other Payments

25.1 The provisions of Schedule 4 of the Agreement shall apply to determine the Agency Land Factor and it is acknowledged and agreed between the Parties that the Buyer will pay to the Seller upon each Agency Land Factor Payment Date a sum calculated in accordance with Schedule 4 hereto.

25.2 The provisions of Schedules 9 and 10 shall apply and it is agreed between the parties that the Buyer will pay to the Seller all sums due to the Seller (if any) as set out in such Schedules.

26 No assignment of this Agreement

26.1 Neither the Buyer or the Seller may assign charge or dispose of its interest in this agreement except as expressly permitted under this Agreement.

26.2 Either Barratt Homes Limited or Taylor Woodrow Developments Limited may assign their interest in this Agreement to the other and in that event notice of such assignment shall be given to the Seller by the assignee and the provisions of clause 29 shall be of no further force or effect and all references to the "Buyer" herein shall henceforth refer to the assignee be it Barratt Homes Limited or Taylor Woodrow Developments Limited as the case may be.

27 Additional Payments

27.1 Without prejudice to any other provision of this Agreement if at any time the Buyer or any subsequent successor in title to the Property or any part thereof or anyone acting on such parties behalf obtains an Enhanced Planning Permission then the mechanism set out in Schedule 6 shall be applied to such Enhanced Planning Permission and Planning Permission collectively as if reference in such Schedule to "Planning Permission" shall mean "Planning Permission and Enhanced Planning Permission", and to the extent that the application of Schedule 6 results in an increased Purchase Price ("the Enhanced Purchase Price") then the difference between the Purchase Price and the Enhanced Purchase Price ("the Additional Payment") shall be paid to the Seller by the Buyer within five working days of the same having been ascertained.

27.2 If any dispute shall arise in the calculation of the Additional Payment either party shall be entitled to refer the matter for determination in accordance with the provisions of clause 24.

27.3 For the avoidance of doubt it is acknowledged and agreed that there may be more than one Enhanced Planning Permission which may lead to more than one Additional Payment.

27.4 The provisions of this clause 27 shall cease to be of any force and effect on Practical Completion of the development of all of the Property.

28 Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

29 Joint and Several Liability

(Subject to clause 26.2) the parties to this Agreement hereby agree and confirm that all the covenants and obligations of the Buyer to the Seller shall be jointly and severally owed by each of Barratt Homes Limited and Taylor Woodrow Developments Limited to the London Development Agency.

30 Non-Merger

The obligations and liabilities contained in this Agreement shall not merge or be extinguished upon any Transfer or Transfers being completed but shall continue in full force and effect.

IN WITNESS whereof this document has been duly executed as a deed and has been delivered on the date which appears first on page 1

Schedule 1

(Description of Development)

A development comprising 540 units of residential accommodation totalling 461,281 square foot as more particularly described in the Development Appraisal annexed hereto and 35,000 square foot (approximately) of office and retail uses (including restaurant use) to be carried out in three phases and to be more particularly described in the Planning Application.

Schedule 2

(The Property)

ALL THAT FREEHOLD property known as land to the South Side of North Woolwich Road (A1020) London known as Thames Barrier Park East Silvertown in the London Borough of Newham and registered at H.M. Land Registry and being part of the land registered with absolute title under Title Number EGL336646 and being part of the land registered at HM Land Registry with absolute title under Title Number NGL179922 as shown for identification purposes edged red on Plan A.

Schedule 3

(Encumbrances)

- 1 All those matters contained in the Property and Charges Register of Title Numbers EGL336646 and Title Number NGL179922.
- 2 The Agreement made pursuant to S106 of the 1990 Town and Country Planning Act dated 27 January 1997 made between Environment Agency (1) The Mayor and Burgesses of the London Borough of Newham (2) and London Docklands Development Corporation (3).
- 3 All Notices to Treat.

Schedule 4

(Calculation of Agency Land Factor)

Calculation of Agency Land Factor

For the purposes of this Schedule and this Agreement the following expressions shall have the following meanings:

Act of Circumvention

any of the following where the net result is to avoid any payment or reduce the size of any payment:

- (a) any transaction or transactions entered into by the Buyer with a Connected Person ;
- (b) any deliberate omission by the Buyer or any associated company to enter into a transaction with the sole aim of bringing such transaction outside the ambit of Disposal Consideration;

Affordable Housing

residential accommodation of any kind which as a result of any restriction limitation condition designation covenant obligation or undertaking contained in the Planning Permission or Planning Agreement:-

- is designed or provided as low-cost housing as part of the affordable housing provision for sale on the Open Market
- is required to be housing for rent or shared ownership or which is subject to any restriction as to price, tenure, or ownership or occupation (including for the avoidance of doubt, housing to key workers such as nurses teachers police ambulance workers employed in healthcare, fire fighters or other people in the emergency services);

- is designated as affordable housing or key worker accommodation in a planning permission;
- which falls within any of the descriptions of affordable housing or affordable homes contained in paragraph 4 of DETR Circular 06 of 1998;

and for the avoidance of doubt any housing which is secured in accordance with paragraphs 33 and 34 of DETR Circular 06 of 1998 shall be deemed to be Affordable Housing for the purpose of this Agreement;

Agency Land Factor

the higher of either the LDA Land Value as defined in this Agreement (less the Remediation Costs Sum and the S106 Costs to the extent they do not exceed the s106 Cap) or the Minimum Purchase Price) divided by the Base Open Market Revenue with the result of the division expressed as a percentage but subject to increase as set out in this Schedule;

Agency Land Factor Payment Dates

the tenth working day in the months of March, June, September and December in each calendar year.

Base Open Market Revenue

the aggregate of £350 multiplied by the number of square feet of Gross Internal Area comprising exclusively residential space within the Planning Permission (excluding those areas designated for Affordable Housing);

Connected Person"

- (a) any group company of the Buyer;

- (b) any associated company (as defined in Section 416 of the Income and Corporation Taxes Act 1988) of the Buyer or
- (c) any person who is connected (within Section 839 of the Income and Corporation Taxes Act 1988) with the Buyer;

Disposal

means the transfer of the freehold or the grant of a lease (by way of an arms length transaction on the open market) of a Residential Unit and “Disposals” shall be construed as applying to the Residential Units on the Property;

Disposal Considerations

the actual amount of the Proceeds of Sale from time to time received by the Buyer on the Disposals as disclosed by each of the contracts for sale less the costs actually incurred by the Buyer in paying for any sales incentives taken up by the Purchaser of a Residential Unit comprising furniture and fixtures packages, stamp duty, part exchange top ups, cash backs and any other financial incentives paid, but only to the extent that the same in respect of each Residential Unit does not exceed in aggregate 5% of the actual selling price and ‘Disposal Consideration’ shall be construed as relating to a single Residential Unit;

Disposal at Undervalue

any Disposal which:

- (a) is not by way of a bone fide bargain made on arms length terms and/or;
- (b) is for a consideration which is otherwise than wholly for money or monies worth where the consideration cannot be valued;

First Residential Unit Sale Date

the date upon which the first Residential Unit on the Property is sold;

Gross Internal Area

gross internal area as measured in square feet in accordance with the fourth edition of the Code of Measuring Practice prepared by The Royal Institution of Chartered Surveyors (dated November 1993) and 'Gross Internal Areas' shall be construed accordingly;

Proceeds of Sale

the aggregate of the consideration actually received or receivable expressed in monetary terms in respect of the sale lease or other Disposal of the Residential Units excluding ground rents and service charge;

Residential Unit

a dwellinghouse apartment or flat constructed or to be constructed on the Property pursuant to the Planning Permission or any Enhanced Planning Permission but excluding the Affordable Housing and 'Residential Units' shall be construed accordingly.

1. Immediately following the grant of Planning Permission the Buyer and the Seller shall seek to agree the Base Open Market Revenue and the Agency Land Factor as soon as reasonably practicable.
2. If within 20 working days of the grant of Planning Permission the parties have not agreed the Base Open Market Revenue or the Agency Land Factor as aforesaid then either party shall be entitled to refer the matter for determination in accordance with the provisions of clause 24 of this Agreement.
3. Upon each Agency Land Factor Payment Date on and from the First Residential Unit Sale Date the Buyer shall pay to the Seller a sum equivalent to the Agency Land Factor multiplied by the Disposal Consideration in respect of each Residential Unit, where a

Disposal has occurred since the previous Agency Land Factor Payment Date but (after receipt by the Seller of the Fourth Payment) less the Payments received by the Seller pursuant to this Agreement to the extent that those Payments do not consist of Disposal Consideration.

4. In so far as such sum is not paid to the Seller on the date set out above, then such sum shall carry interest at the interest rate from the date of payment as set out above until the date such sum is finally paid to the Seller by the Buyer.
5. Without prejudice to the generality of the foregoing, on or from the First Residential Sale Date, the Buyer shall send to the Seller on each Agency Land Factor Payment Date a statement prepared by the Buyers solicitors setting out in detail the number of Disposals of Residential Units that have taken place together with the amounts of Disposal Consideration in respect of each Residential Unit.
6. Without prejudice to the generality of the foregoing, when the aggregate of the Disposal Considerations exceed the figure which represents the Base Open Market Revenue the Buyer shall immediately inform the Seller and the provisions of clause 7 of this Schedule shall apply.
 - 7.1. The Buyer shall review and monitor the amount of the aggregate of the Disposal Considerations from the First Residential Unit Sale Date and supply to the Seller a monthly statement setting out the aggregate amount of the Disposal Considerations and keep the Seller fully informed of the likely extent and nature of projected aggregate Disposal Considerations during the following month.
 - 7.2. Immediately upon the aggregate of the Disposal Considerations exceeding a sum representing the Base Open Market Revenue plus 10% of the Base Open Market Revenue, the Agency Land Factor shall be increased by 1%.
 - 7.3. Immediately upon the aggregate of the Disposal Consideration exceeding the Base Open Market Revenue plus 20% of the Base Open Market Revenue the Agency Land Factor shall be increased by 2%.

- 7.4. Immediately upon the aggregate of the Disposal Consideration exceeding the Base Open Market Revenue plus 30% of the Base Open Market Revenue the Agency Land Factor shall be increased by 3%.
- 7.5. Immediately upon the aggregate of the Disposal Consideration exceeding the Base Open Market Revenue plus 40% of the Base Open Market Revenue the Agency Land Factor shall be increased by 4%.
- 7.6. Immediately upon the aggregate of the Disposal Consideration exceeding the Base Open Market Revenue plus 50% of the Base Open Market Revenue the Agency Land Factor shall be increased by 5%.
8. Immediately upon the Agency Land Factor being increased pursuant to any of the provisions of clause 7 above the revised Agency Land Factor shall apply at the increased percentage in respect of every subsequent Disposal of a residential unit (in particular with regard to the provisions of clause 3 of this Schedule) unless and until the Agency Land Factor is further increased pursuant to the subsequent provisions of clause 7 above following which the further increased figure shall apply.
9. If any Disposal comprises an Act of Circumvention and/or a Disposal at Undervalue then the Vendor may require any such Disposal to be ignored for the purposes of that particular payment and the true value shall be established in accordance with the provisions of Clause 24 and any decision delivered thereunder shall be final and binding on the Buyer following which such true value shall be applied to such Disposal for the purposes of clause 3 and the remaining applicable provisions of this Schedule and Agreement.
10. The Buyer shall not enter into any Act of Circumvention or Disposal at Undervalue and shall not assist, cause, permit or suffer any other person to enter into or make arrangements for the entering into of any Act of Circumvention or Disposal at Undervalue.

Schedule 5

(Onerous Conditions)

A condition to either the decision letter granting Planning Permission or within a Planning Agreement which:-

- (a) Limits the residential development for sale on the open market to be provided as part of the development to less than 1418 habitable rooms.
- (b) Requires a greater proportion of Affordable Housing to be provided than 50% of the total number of habitable rooms permitted to be constructed.
- (c) Prevents the development without the agreement or co-operation of an independent third party, which cannot be obtained on terms or at a cost that is reasonable in all the circumstances but excluding the Environment Agency for England and Wales (insofar as concerns Condition (b) and (c) hereof) and the Mayor and Burgesses of the London Borough of Newham (insofar as concerns Condition (e) hereof).
- (d) Limits the duration of the Planning Permission other than by requiring in standard terms the commencement of the development within five years or the application for approval of reserved matters within a specific period.

Schedule 6

(Calculation of Gross Land Price)

For the purposes of this Schedule and this Agreement the following expressions shall have the following meanings:

Affordable Housing	shall have the same meaning as set out in Schedule 4;
Development Appraisal	the form of appraisal annexed hereto;
Gross Internal Area	shall have the same meaning as set out in Schedule 4;
Non-residential Space	the areas within the Planning Permission allocated for development which are neither Affordable Housing or Residential Units;
Rented Affordable Housing	that part of the Affordable Housing allocated towards accommodation which is to be housing for rent;
Shared Ownership Affordable Housing	such part of the Affordable Housing which is to be housing for shared ownership.

1. Immediately following the grant of Planning Permission the Buyer and the Seller shall seek to agree the Gross Internal Area of the Residential Units, the Rented Affordable Housing, the Shared Ownership Affordable Housing, and the Non-residential Space comprised within the Planning Permission as soon as reasonable practicable.
2. Following calculation of the Gross Internal Area of the Residential Units, the Rented Affordable Housing, the Shared Ownership Affordable Housing, and the Non-residential Space, such figures shall be inserted into the Development Appraisal so as to calculate the Gross Land Price in accordance with the formula set out in the Development Appraisal.
3. If within 20 working days of the grant of Planning Permission the parties have not agreed the Gross Internal Area of any of the Residential Units, the Rented Affordable Housing, the

Shared Ownership Affordable Housing, the Non-residential Space, or the Gross Land Price, as aforesaid, then either party shall be entitled to refer the matter for determination in accordance with the provisions of clause 24 of this Agreement.

4. Subject to the provisions of clause 27 of this Agreement and the provisions of Schedules 9 and 10 hereof once the Gross Land Price has been calculated it shall not be capable of variation without the express written agreement of either party and for the avoidance of doubt, the Gross Land Price shall remain fixed notwithstanding that actual costs incurred by the Buyer in connection with the Works and/or the sales or disposals of any parts of the Property vary from those figures mentioned in the Development Appraisal attached.

Schedule 7

(The Development Programme)

BARRIER PARK EAST - 15 SEPTEMBER 2004 - DEVELOPMENT APPRAISAL

BARRATT HOMES / TAYLOR WOODROW JOINT VENTURE

LDA VALUATION SUMMARY - 50% AFFORDABLE (33% RENT 67% S/O)

SALES REVENUE

270	Open Market Residential	217,924 sq.ft	②	£350.00 per sq.ft	76,273,400
90	Affordable - Rented - No Grant	69,343 sq.ft	②	£95.00 per sq.ft	6,587,623
	Affordable - Rented - With Grant	- sq.ft	②	£135.00 per sq.ft	-
180	Affordable - Shared Ownership	138,708 sq.ft	②	£200.00 per sq.ft	27,741,520
-	Non Residential Uses Office & Retail	35,306 sq.ft	②	£125.00 per sq.ft	4,413,250
540	Total	461,281 sq.ft		£249.34 per sq.ft	115,015,793

BUILD COST

270	Open Market Residential	217,924 sq.ft	②	£175.00 per sq.ft	38,136,700
90	Affordable - Rented	69,343 sq.ft	②	£165.00 per sq.ft	11,441,661
180	Affordable - Shared Ownership	138,708 sq.ft	②	£165.00 per sq.ft	22,886,754
-	Non Residential Uses Office & Retail	35,306 sq.ft	②	£110.00 per sq.ft	3,883,660
540	Total	461,281 sq.ft		£165.51 per sq.ft	76,348,775

MARKETING COSTS	(%age of Total Sales Revenue)	3.0%	3,450,474
SELLING COSTS	(%age of Total Sales Revenue)	3.5%	4,025,553
FINANCE @ 6.00% CLU	(%age of Total Sales Revenue)	4.0%	4,600,632
GENERAL OVERHEADS	(%age of Total Sales Revenue)	4.0%	4,600,632
NET PROFIT BT	(%age of Total Sales Revenue)	14.3%	16,447,258
	GROSS LAND COST		5,542,470
	Legal Fees (including Stamp Duty)	5.0%	263,927
	GROSS LAND PRICE		5,278,543

LDA LAND VALUE

LDA LAND VALUE = GROSS LAND PRICE X 89% + £1,000,000

LDA LAND VALUE =	£ 5,278,543	X	89%	+	£ 1,000,000	=	£ 5,897,903
------------------	-------------	---	-----	---	-------------	---	-------------

PURCHASE PRICE AND AGENCY LAND FACTOR TO BE CALCULATED IN ACCORDANCE WITH AGREEMENT

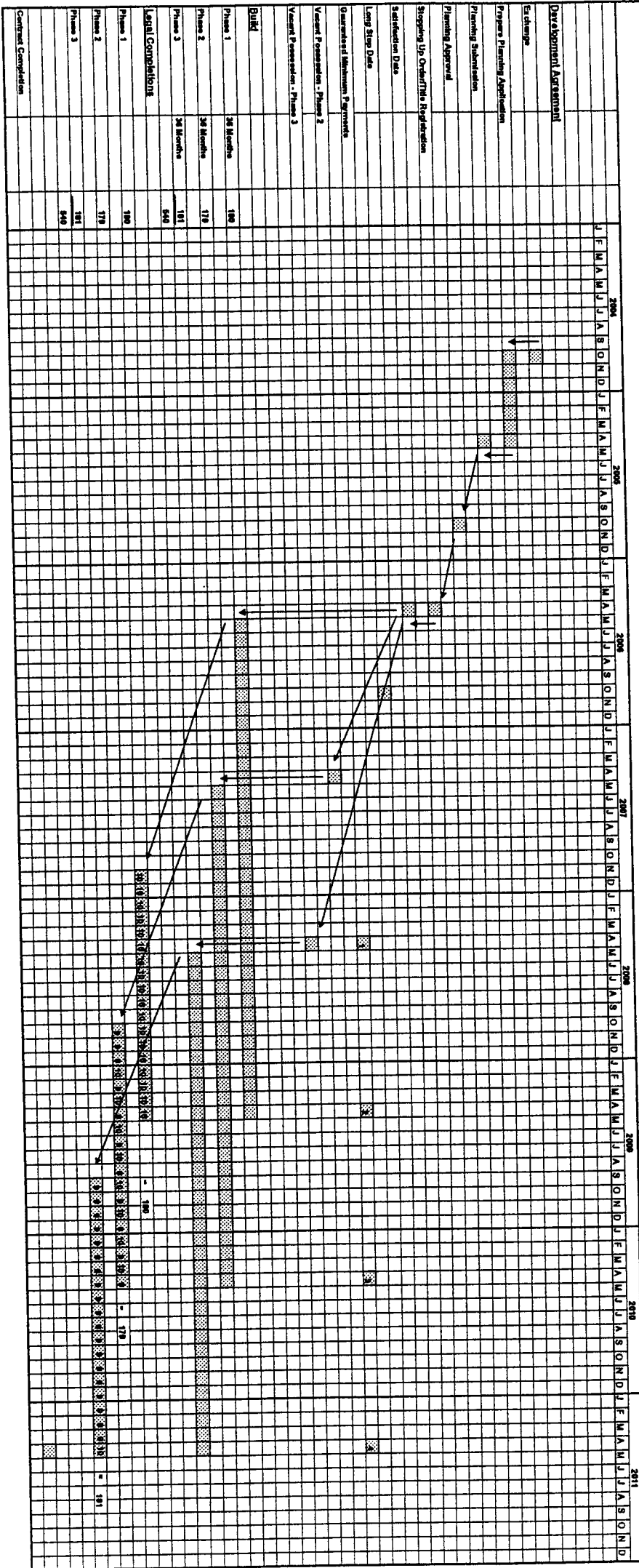
EXAMPLE

LESS	LDA LAND VALUE					£ 5,897,903
	REMEDATION COSTS	£ 3,056,000	X	89%	=	£ 2,719,840
LESS	SECTION 106 COSTS	£ 1,000,000	X	89%	=	£ 890,000
	PURCHASE PRICE					£ 2,088,063

AGENCY LAND FACTOR IS THE HIGHER OF THE FOLLOWING:-

AGENCY LAND LACTOR - THE HIGHER OF	£ 2,088,063	OR	£ 2,500,000	DIVIDED BY	£ 76,273,400	=	3.28%
------------------------------------	-------------	----	-------------	------------	--------------	---	-------

05-Oct-04



2/1

7 +

Schedule 8
(The Remediation Works)

REMEDIATION DESIGN (3 to 12 months)Site Characterisation / Investigation

- Dense Non-Aqueous Phase Liquid (DNAPL) plume delineation: Further intrusive investigations to confirm the location, nature and extent of the DNAPL contaminant plume in the shallow aquifer, both on and off site.
- Soil contamination delineation: Further intrusive investigations to confirm the nature, extent and depth of soil contamination, e.g. in soft landscaped areas or grossly contaminated areas.
- Further groundwater monitoring / sampling to confirm dissolved phase contaminant levels across the site, as required.
- Further soil gas / vapour monitoring to confirm soil gas conditions on the site.

Risk Assessment

- Develop Conceptual Site Model for the site to enable the risks to be identified and assessed accordingly.
- Conduct Tier II/III Risk Assessments for the site to assess the potential risk posed to local environmental receptors (underlying aquifers, adjacent river bodies) and human health (future site residents, construction workers, off-site parties, etc.)
- Develop risk-based remediation clean-up levels (RBCLs), as necessary, to determine the nature and extent of remedial action.
- Regulator Liaison (throughout process) to achieve necessary feedback and agreements to methodologies, results, etc.

Feasibility trials

- DNAPL recovery field trials to determine the potential success of DNAPL recovery and the most effective methodology to achieve this.
- Natural Attenuation: An assessment of the potential for natural attenuation to occur on the site may be required, dependent on the results of the risk assessments and requirements of the regulators.

Remedial Design

- Remedial Option Study: Technical feasibility and cost benefit analysis of remedial options for the site, ranging from off-site disposal to in-situ treatment options.
- Confirmation of pretreatment requirements (under LF Regulations) for off-site disposal.
- Assessment of the re-usability of excavated materials on site and associated potential waste management issues associated with this activity.
- DNAPL recovery system design, directed by the results of the feasibility trials.
- Regulatory negotiation (throughout process) to achieve ultimate regulator approval of remediation proposals.

- Off-site liability management: comprise an assessment of the requirement for off-site remediation of DNAPL and associated liabilities / implications for the development.
- Confirm remediation validation requirements.

REMEDIATION (6 to 24 months, dependent on phasing and timescale for development)

Soil Remediation:

The soil remediation requirements currently identified are as follows:

- Installation of low permeability cap and controlled drainage in western areas (external of building footprint) to reduce surface water infiltration.
- Hotspot removal for the remainder of the site (if required), which will be determined by risk assessment and derived RBCLs.
- Consideration of waste management licensing requirements versus off-site disposal costs
- Determination of Landfill Tax Exemption applicability.
- Residual contamination "capped" by building in development footprint.
- Required barrier in soft landscaped areas to between 600-1000mm (possibly deeper if tree pits are required) to break pathways between soil contamination and future site resident receptors and include topsoil, subsoil, capillary break layer and geotextile, as appropriate.

Abnormal Engineering Requirements

- Removal of buried obstructions (foundations, services, tanks, etc).
- Disposal of non-remediation arisings from excavations (e.g. pile arisings, service trenches, etc).

Vapour/Gas Remediation

- Installation of an appropriate level of gas / vapour protection to the development, to be confirmed by further site monitoring, risk assessment and design.

Groundwater Remediation

- DNAPL recovery, the requirement for and methodology determine by feasibility trails and design.
- Off-site containment / liability management for any remaining DNAPL present off-site.
- Dissolved Phase Remediation, the requirement for which will need to be confirmed with the regulators.

VALIDATION (3 to 24 months)

Initial Closure

- Documentation and validation of identified soil remediation requirements, installation of gas / vapour protection measures, groundwater remediation requirements and any engineering measures that require protection (e.g. service installation) or disposal of waste materials.

Post-Remediation/Construction Monitoring

- Groundwater / gas monitoring following remediation / site construction, ~~which is a minimum of 12 months.~~ *///*

Regulator Acceptance

- Regulator approval / acceptance of the remediation validation and any post-remediation/construction monitoring will be required to enable discharge of the appropriate planning conditions.

Schedule 9
(Stamp Duty Land Tax)

For the purposes of this Schedule and this Agreement the following expressions shall have the following meanings:-

"Stamp Duty Land Tax" means the tax on all transactions in land introduced by the Finance Act 2001 as subsequently amended by the Finance Acts 2002, 2003 and 2004 and as may be further amended from time to time;

"Disadvantaged Areas Relief" shall have the meaning as set out in Section 92 of Schedule 30 to the Finance Act 2001 as subsequently amended and extended by the Stamp Duty (Disadvantaged Areas) (Application of Exemptions) Regulations 2003 and as the same may further be amended from time to time;

1. This Agreement is in respect of non-residential property on which stamp duty is not chargeable by virtue of the provisions of Sections 92 of the Finance Act 2001 and the Seller and the Buyer hereby certify this by signing and dating this Agreement.
2. The Development Appraisal annexed to this Agreement assumes that Stamp Duty Land Tax at a rate of 4% of the Purchase Price is payable to the Buyer.
3. If following completion of any Transfer pursuant to this Agreement there is any saving between 0% to 4% on the relevant part of the Purchase Price otherwise attributable to Stamp Duty Land Tax by virtue of the application of Disadvantaged Areas Relief then in the event of any saving as aforesaid the Buyer shall pay to the Seller the sum equivalent to the amount of such saving such payment to be made 5 working days following the issue of a Certificate from the Inland Revenue acknowledging that Disadvantaged Areas Relief is applicable.

Schedule 10

(RSL receipt)

1. It is noted and agreed between the Parties that the Development Appraisal annexed in Schedule 6 assumes a RSL receipt for the Buyer of £95.00 per square foot of Gross Internal Area for Affordable Housing for rent (but not any other form of tenure) from any RSL.
2. If the RSL taking forward the whole or part of the Affordable Housing for rent within the Development pays a sum in excess of the amount referred to in paragraph 1 of this Schedule 10 then any excess shall be divided between the Seller and the Buyer as to 60% to the Seller and 40% to the Buyer ("the RSL Top Up One").
3. If the RSL taking forward the whole or part of the Affordable Housing for any tenure other than for rent within the Development pays the Buyer a sum in excess of £200.00 per square foot of Gross Internal Area then any excess shall be divided between the Seller and the Buyer as to 35% to the Seller and 65% to the Buyer ("the RSL Top Up Two").
4. The RSL Top Up One and the RSL Top Up Two shall be paid to the Seller by the Buyer within five working days of the receipt by the Buyer of any capital receipt from the relevant RSL (or the first income receipt (excluding monies reserved as ground rent or service charges) if no capital receipt is provided for).
5. The provisions of this Schedule shall apply mutatis mutandis in respect of each and every RSL taking forward any part of the Affordable Housing within the Development.

EXECUTED (but not delivered) until the)
date hereof as a DEED by)
LONDON DEVELOPMENT AGENCY)
acting by)

Authorised signatory

SIGNED and DELIVERED)
as a Deed by BARRATT HOMES LIMITED)
acting by [REDACTED])
and [REDACTED])
being two persons authorised to sign on)
behalf of Barratt Homes Limited pursuant)
to a Power of Attorney dated 1 / 8th day of)
July 2004)
November

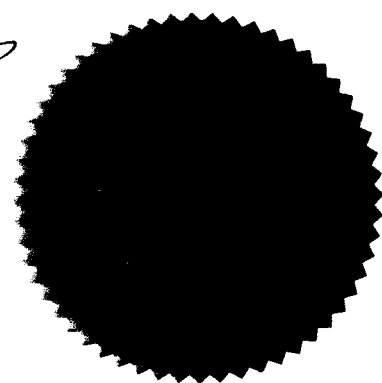
THE COMMON SEAL of TAYLOR)
WOODROW DEVELOPMENTS)
LIMITED was hereunto affixed in the)
presence of:-)

Authorised signatory

Secretary

LAURA ISTEED

Central House
32-66 High Street
Stratford
E15 2PF
Secretary



From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Waterside Park – Barrier Road Adoption
Date: 20 November 2025 11:37:56
Attachments: [Agreement S38 a 00283 11650 AGREEMENT S38 AND S278 10.07.2012.PDF](#)
[185741-OS-013 Rev A Extents of Trial Holes and Drainage Investigation.pdf](#)
[WSL-SA-92-0001 PROPOSED DRAINAGE LAYOUT E09-A0.PDF](#)
[Drainage layout.pdf](#)
[11224-2007-c9.pdf](#)
[11224-2006-c6.pdf](#)
[11224-2005-c6.pdf](#)

Hi [REDACTED] hope all is well.

Further to our telephone conversation earlier please refer to the attachments that were sent to [REDACTED] [REDACTED] at Innovus.

Upon your review, I welcome a catch up to determine a pathway to resolution.

I also look forward in receiving information that you can share with me.

Kind regards

[REDACTED]
Senior Technical Co-ordinator

Mobile: [REDACTED] barrattlondon.com

BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From: [REDACTED]

Sent: 13 November 2025 10:30

To: [REDACTED]@innovus.co.uk'

Cc: [REDACTED]

Subject: Waterside Park - Barrier Road Adoption

Hi [REDACTED] hope all is well.

[REDACTED] my Technical Director, has asked me to assist with your request for various drawings regarding the above subject.

I have managed to find the following drawings (attached) together with the Section 38 and 278 agreement which also contains various drawings.

I hope the attachments help.

If you require any further info or assistance please let me know.

Kind regards

[REDACTED]
Senior Technical Co-ordinator

Mobile: [REDACTED] barrattlondon.com

BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From: [REDACTED]
To: [REDACTED] <[\[REDACTED\]@barrattlondon.com](mailto:[REDACTED]@barrattlondon.com)>; [REDACTED] <[\[REDACTED\]@barrattredrow.co.uk](mailto:[REDACTED]@barrattredrow.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@avison-young.co.uk](mailto:[REDACTED]@avison-young.co.uk)> (Avison Young - UK); [REDACTED]
Subject: FW: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts
Date: 20 April 2026 17:11:00
Attachments: [image001.png](#)
[Agreement S38 a 00283 11650 AGREEMENT S38 AND S278 10.07.2012.PDF](#)
[Extent of Section 278 works Screenshot 2025-12-04 175743.jpg](#)

Hello [REDACTED]

Further to my request earlier today the following might be helpful.

You sent through an Agreement dated 10 July 2012 relating to works of construction of roads, footpaths, and associated works for public use mostly on "Thames Road" (attached above). Thames Road is the approach road at the back of commercial units and away from the residential development and runs into Booth Road to the west.

The pdf attached (page 32)shows a plan which shows the extent of the works area in a broken red line. The lilac area is to be dedicate to LB Newham (to be adopted) .

Please can you provide the confirmation that the lilac areas were adopted please ?

This document does not cover the area that we are terming Booth Road, the access road for the blocks of flats at Waterside Park. It runs on a north south axis and not east west like the area shown.

A further observation is that this document is dated 10th July 2012. The architect, Townshend information states that the development was complete 2015 so we anticipate a later document will exist that holds update details of the road area to be adopted.

Please can you get back to me this week with the update document and the legal comment you sought ?

Many Thanks

[REDACTED]
Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: [REDACTED]
[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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191 Victoria Street
London SW1E 5NE

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From: [REDACTED]
Sent: 20 April 2026 13:47
To: [REDACTED]
Cc: [REDACTED] (Avison Young - UK) ; [REDACTED]
Subject: RE: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts

Hello [REDACTED]

Just sending a follow up email as it has been a couple of weeks.

Have you had a response from your solicitors on the details of the road adoption for Booth Road?

We are keen to get an agreement for costs in place so we can instruct next steps by the end of the month.

I look forward to hearing from you at your earliest convenience.

Best

[REDACTED] **MRICS** [REDACTED]

Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: [REDACTED]

Email: [REDACTED] [tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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6th floor, Victoria Station House,

191 Victoria Street

London SW1E 5NE

placesforlondon.co.uk

From: [REDACTED] <[REDACTED]@tfl.gov.uk>

Sent: 01 April 2026 15:53

To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] [REDACTED]
<[REDACTED]@barrattlondon.com>; [REDACTED] [REDACTED] <[REDACTED]@barrattredrow.co.uk>

Cc: [REDACTED] [REDACTED] (Avison Young - UK) <[REDACTED]@avisonyoung.com>

Subject: RE: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts

Hi [REDACTED]

Thanks for taking my call today whilst you are on leave.

I confirm that GLA are keen to move forward with the matter of adoption of Booth Road at the Waterside Park Development by Thames Barrier Park.

You said that you had sought legal direction after our meeting at the end of last year. We would be keen to understand next steps as they understand them.

I am just putting the matter back into 'current actions' for us both as I have instruction to now drive the matter forward to conclusion.

Best

[REDACTED] **MRICS** [REDACTED]

Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: [REDACTED]

Email: [REDACTED] [tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

placesforlondon.co.uk

From: [REDACTED] <[REDACTED]@tfl.gov.uk>

Sent: 03 December 2025 17:15

To: [REDACTED] <[REDACTED]@barratlondon.com>

Cc: [REDACTED] <[REDACTED]@barratlondon.com>; [REDACTED] (Avison Young - UK)
<[REDACTED]@avisonyoung.com>

Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption Site Meeting

CAUTION: External Sender

Look forward to seeing you all in the morning at Booth Road.

[REDACTED] MRICS
[REDACTED]@tfl.gov.uk

From: [REDACTED] <[REDACTED]@barratlondon.com>

Sent: 28 November 2025 15:12

To: [REDACTED] <[REDACTED]@tfl.gov.uk>

Cc: [REDACTED] <[REDACTED]@barratlondon.com>

Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Excellent looking forward to meeting you.

Kind regards

[REDACTED]
[REDACTED]
Senior Technical Co-ordinator

Mobile: [REDACTED]@barratlondon.com

BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From: [REDACTED] <[REDACTED]@tfl.gov.uk>

Sent: 28 November 2025 15:02

To: [REDACTED] <[REDACTED]@barratlondon.com>

Cc: [REDACTED] <[REDACTED]@barratlondon.com>

Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Hello [REDACTED]

That works for me.

I ll send an invite.

Lets meet on Booth Road in front of Waterside Park Development.

Thanks

[REDACTED] MRICS

[REDACTED]
[REDACTED]@tfl.gov.uk

From: [REDACTED] <[REDACTED]@barrattlondon.com>

Sent: 28 November 2025 13:37

To: [REDACTED] <[REDACTED]@tfl.gov.uk>

Cc: [REDACTED] <[REDACTED]@barrattlondon.com>

Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Hi [REDACTED] hope all is well.

How about next Thursday the 4/12/25 at 11am on site?

Kind regards

[REDACTED]
[REDACTED]
Senior Technical Co-ordinator

Mobile: [REDACTED] <[REDACTED]@barrattlondon.com>

BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From: [REDACTED] <[REDACTED]@tfl.gov.uk>

Sent: 27 November 2025 16:41

To: [REDACTED] <[REDACTED]@barrattlondon.com>

Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>

Subject: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Hi [REDACTED]

I have had a chance to look through the documents you have sent through.

Most of them are just good background but from experience Newham will ask for more surveys to prove what is there.

Shall we do a site visit as we discussed ?

I would like to get this underway before Christmas if you have time, please. How are you fixed next week ?

I picked up from our conversation that you thought part had been adopted already ? Did you find any detail on that ?

I look forward to hearing from you.

Best

[REDACTED]
[REDACTED] MRICS
[REDACTED]@tfl.gov.uk

From: [REDACTED] <[REDACTED]@barrattlondon.com>

Sent: 20 November 2025 11:37

To: [REDACTED] <[REDACTED]@tfl.gov.uk>

Cc: [REDACTED] <[REDACTED]@barrattredrow.co.uk>; [REDACTED]
<[REDACTED]@barrattlondon.com>

Subject: FW: Waterside Park - Barrier Road Adoption

Hi [REDACTED] hope all is well.

Further to our telephone conversation earlier please refer to the attachments that were sent to [REDACTED] at Innovus.

Upon your review, I welcome a catch up to determine a pathway to resolution.

I also look forward in receiving information that you can share with me.

Kind regards

[REDACTED]

Senior Technical Co-ordinator

Mobile: [REDACTED] [barrattlondon.com](mailto:[REDACTED]@barrattlondon.com)

BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From: [REDACTED]

Sent: 13 November 2025 10:30

To: [REDACTED]@innovus.co.uk' <[REDACTED]@innovus.co.uk>

Cc: [REDACTED] <[REDACTED]@barrattlondon.com>

Subject: Waterside Park - Barrier Road Adoption

Hi [REDACTED] hope all is well.

[REDACTED] my Technical Director, has asked me to assist with your request for various drawings regarding the above subject.

I have managed to find the following drawings (attached) together with the Section 38 and 278 agreement which also contains various drawings.

I hope the attachments help.

If you require any further info or assistance please let me know.

Kind regards

[REDACTED]

Senior Technical Co-ordinator

Mobile: [barrattlondon.com](mailto:[REDACTED]@barrattlondon.com)

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED] [Daniel Bridge](#); [REDACTED]
Subject: FW: *EXTERNAL:FW: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts
Date: 01 May 2026 15:47:00
Attachments: [image001.png](#)

Hello [REDACTED]

May 1st already !

I just wanted to touch base as we've reached the end of the month with no update and no contact.

Please can I restate that this is an extremely pressing matter for the GLA.

We await your responses or an update on where you have got to with searches and legal comment.

Please can you contact me next week ?

Many thanks and have a lovely bank holiday weekend.

[REDACTED] **MRICS** [REDACTED]
Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: [REDACTED]

Email: [REDACTED] [tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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191 Victoria Street
London SW1E 5NE

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From: [REDACTED]
Sent: 24 April 2026 10:22
To: [REDACTED]; [REDACTED]
Cc: [REDACTED]; [REDACTED]; [REDACTED] (Avison Young - UK); [REDACTED]
Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts
Morning [REDACTED]

Just catching up with you at it is the end of the week already.

GLA are keen that this matter does not drift as there is a lot of pressure to move matters forward now.

I wondered how you/[REDACTED] have progressed with research on finding the more up to date document regarding details of the road adoption together with the legal council you sought back in December/January time ?

Best

[REDACTED] **MRICS** [REDACTED]

Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: [REDACTED]

Email: [REDACTED] [tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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191 Victoria Street
London SW1E 5NE

placesforlondon.co.uk

From: [REDACTED] [REDACTED] <[REDACTED]@barratlondon.com>

Sent: 20 April 2026 17:33

To: [REDACTED] [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] [REDACTED] <[REDACTED]@barratlondon.com>

Cc: [REDACTED] [REDACTED] <[REDACTED]@barratlondon.com>; [REDACTED] [REDACTED]
<[REDACTED]@barratlondon.com>

Subject: FW: *EXTERNAL:FW: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts

Hi [REDACTED] hope all is well.

Thanks for that.

I have copied in (the correct [REDACTED] [REDACTED]) my Technical Director and we will advise you accordingly.

Kind regards

From: [REDACTED] [REDACTED] <[REDACTED]@tfl.gov.uk>

Sent: 20 April 2026 17:12

To: [REDACTED] [REDACTED] <[REDACTED]@barratlondon.com>; [REDACTED] [REDACTED]
<[REDACTED]@barrattredrow.co.uk>

Cc: [REDACTED] [REDACTED] (Avison Young - UK) <[REDACTED]@avisonyoung.com>; [REDACTED] [REDACTED]
[REDACTED] <[REDACTED]@tfl.gov.uk>

Subject: *EXTERNAL:FW: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts

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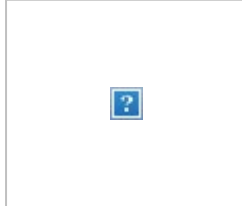
■ ■ ■ ■ ■ MRICS (■ ■ ■ ■ ■)

Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: ■ ■ ■ ■ ■

Email: ■ ■ ■ ■ ■ [tfl.gov.uk](mailto:■@tfl.gov.uk)

6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



Places for London

The TfL Property Company

6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

placesforlondon.co.uk

From: ■ ■ ■ ■ ■

Sent: 20 April 2026 13:47

To: ■ ■ ■ ■ ■ <■@barrattlondon.com>; ■ ■ ■ ■ ■
<■@barrattredrow.co.uk>

Cc: ■ ■ ■ ■ ■ (Avison Young - UK) <■@avisonyoung.com>; ■ ■ ■ ■ ■
<■@tfl.gov.uk>; ■ ■ ■ ■ ■ <■@london.gov.uk>

Subject: RE: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts

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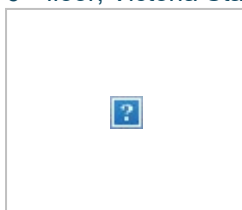
■ ■ ■ ■ ■ MRICS (■ ■ ■ ■ ■)

Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: ■ ■ ■ ■ ■

Email: ■ ■ ■ ■ ■ [tfl.gov.uk](mailto:■@tfl.gov.uk)

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191 Victoria Street
London SW1E 5NE

placesforlondon.co.uk

From: [REDACTED] <[REDACTED]@tfl.gov.uk>

Sent: 01 April 2026 15:53

To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED]
<[REDACTED]@barrattlondon.com>; [REDACTED] <[REDACTED]@barrattredrow.co.uk>

Cc: [REDACTED] (Avison Young - UK) <[REDACTED]@avisonyoung.com>

Subject: RE: Waterside Park - Barrier Road/Booth Road Adoption GLA Barratts

Hi [REDACTED]

Thanks for taking my call today whilst you are on leave.

I confirm that GLA are keen to move forward with the matter of adoption of Booth Road at the Waterside Park Development by Thames Barrier Park.

You said that you had sought legal direction after our meeting at the end of last year. We would be keen to understand next steps as they understand them.

I am just putting the matter back into 'current actions' for us both as I have instruction to now drive the matter forward to conclusion.

Best

[REDACTED]

[REDACTED] **MRICS** ([REDACTED])
Senior Property Surveyor | GLA Estates Team | Places for London

Mobile: [REDACTED]

Email: [REDACTED]@tfl.gov.uk

6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



Places for London

The TfL Property Company

6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

placesforlondon.co.uk

From: [REDACTED] <[REDACTED]@tfl.gov.uk>

Sent: 03 December 2025 17:15

To: [REDACTED] <[REDACTED]@barrattlondon.com>

Cc: [REDACTED] <[REDACTED]@barrattlondon.com>; [REDACTED] (Avison Young - UK)
<[REDACTED]@avisonyoung.com>

Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption Site Meeting

CAUTION: External Sender

Look forward to seeing you all in the morning at Booth Road.

 MRICS
tfll.gov.uk

From:  < barrattlondon.com>

Sent: 28 November 2025 15:12

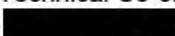
To:  < tfll.gov.uk>

Cc:  < barrattlondon.com>

Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Excellent looking forward to meeting you.

Kind regards


Senior Technical Co-ordinator
Mobile:  barrattlondon.com
BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From:  < tfll.gov.uk>

Sent: 28 November 2025 15:02

To:  < barrattlondon.com>

Cc:  < barrattlondon.com>

Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Hello 

That works for me.

I'll send an invite.

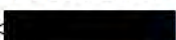
Lets meet on Booth Road in front of Waterside Park Development.

Thanks

 MRICS
tfll.gov.uk

From:  < barrattlondon.com>

Sent: 28 November 2025 13:37

To:  < tfll.gov.uk>

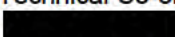
Cc:  < barrattlondon.com>

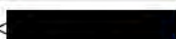
Subject: RE: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Hi  hope all is well.

How about next Thursday the 4/12/25 at 11am on site?

Kind regards


Senior Technical Co-ordinator
Mobile:  barrattlondon.com
BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From:  < tfll.gov.uk>

Sent: 27 November 2025 16:41

To:  < barrattlondon.com>

Cc:  <KabirChoudhury@tfll.gov.uk>

Subject: *EXTERNAL:FW: Waterside Park - Barrier Road Adoption

Hi [REDACTED]

I have had a chance to look through the documents you have sent through.

Most of them are just good background but from experience Newham will ask for more surveys to prove what is there.

Shall we do a site visit as we discussed ?

I would like to get this underway before Christmas if you have time, please. How are you fixed next week ?

I picked up from our conversation that you thought part had been adopted already ? Did you find any detail on that ?

I look forward to hearing from you.

Best

[REDACTED]

MRICS

[tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

From: [REDACTED] <[REDACTED]@barratlondon.com>

Sent: 20 November 2025 11:37

To: [REDACTED] <[REDACTED]@tfl.gov.uk>

Cc: [REDACTED] <[REDACTED]@barrattredrow.co.uk>; [REDACTED]
<[REDACTED]@barratlondon.com>

Subject: FW: Waterside Park - Barrier Road Adoption

Hi [REDACTED] hope all is well.

Further to our telephone conversation earlier please refer to the attachments that were sent to [REDACTED] at Innovus.

Upon your review, I welcome a catch up to determine a pathway to resolution.

I also look forward in receiving information that you can share with me.

Kind regards

[REDACTED]

Senior Technical Co-ordinator

Mobile: [REDACTED] [barratlondon.com](mailto:[REDACTED]@barratlondon.com)

BARRATT EAST LONDON, Third Floor Press Centre, 13 East Bay Lane, Queen Elizabeth Olympic Park, London E15 3GW

From: [REDACTED]

Sent: 13 November 2025 10:30

To: [REDACTED]@innovus.co.uk' <[REDACTED]@innovus.co.uk>

Cc: [REDACTED] <[REDACTED]@barratlondon.com>

Subject: Waterside Park - Barrier Road Adoption

Hi [REDACTED] hope all is well.

[REDACTED] my Technical Director, has asked me to assist with your request for various drawings regarding the above subject.

I have managed to find the following drawings (attached) together with the Section 38 and 278 agreement which also contains various drawings.

I hope the attachments help.

If you require any further info or assistance please let me know.

Kind regards

[REDACTED]

From: [Daniel Bridge](#)
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: *EXTERNAL:Booth Road Adoption
Date: 22 May 2026 11:47:15
Attachments: [image001.png](#)

Hi [REDACTED]

Thanks for your email. I'd be really grateful if you could confirm when the Long Leasehold was transferred to Aviva and if you could provide a contact or introduction to Aviva so I can take the matter up with them please?

Thanks Dan

Daniel Bridge
Programme Director
+44 (0) [REDACTED] [REDACTED]

www.royaldocks.london
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ROYAL DOCKS TEAM
City Hall
Kamal Chunchie Way
London E16 1ZE



A joint initiative from the Mayor of London and Mayor of Newham

From: [REDACTED] <[REDACTED]@barratlondon.com>

Sent: 15 May 2026 16:09

To: [REDACTED] <[REDACTED]@barratlondon.com>; Daniel Bridge

<[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED]

<[REDACTED]@barratlondon.com>

Cc: [REDACTED] <[REDACTED]@barratlondon.com>

Subject: RE: *EXTERNAL:Booth Road Adoption

Good afternoon Daniel

My colleague [REDACTED] has forwarded me your e-mail in relation to Booth Road. We have reviewed the history of this site, the relevant documents and can't establish any obligation or reference that Booth Road was intended to be adopted.

We also instructed the firm of solicitors who acted for us on the development to confirm if there

was any obligation or intent in relation to this and they have also not been able to identify anything. If you have anything pertaining to this we will of course consider that but in the absence of either party having anything documenting the suggested obligation we will be unable to take any action on the matter. We will provide any information we may hold in relation to the existing road design which may assist you in taking this forward but it is also relevant to mention that whilst we were the original developer we are no longer the freeholder. I'm free for a call this afternoon if that would help.

Kind regards

██████████

██████████ ██████████

Technical Director

T: ██████████ ██████████ [barratlondon.com](mailto:██████████@barratlondon.com)

Barratt London, Third Floor, Press Centre | Here East, 13 East Bay Lane | Queen Elizabeth Olympic Park, E15 2GW

From: ██████████ ██████████ <██████████@barratlondon.com>

Sent: 15 May 2026 15:46

To: ██████████ ██████████ <██████████@barratlondon.com>

Cc: ██████████ ██████████ <██████████@barratlondon.com>

Subject: FW: *EXTERNAL:Booth Road Adoption

Hi ██████████ please refer to the -mail below.

Regards

From: Daniel Bridge <██████████@royaldocks.london>

Sent: 12 May 2026 11:37

To: ██████████ ██████████ <██████████@barratlondon.com>

Cc: ██████████ ██████████ <██████████@tfl.gov.uk>

Subject: *EXTERNAL:Booth Road Adoption

-
Hi ██████████

We haven't met before but I am the Programme Director of the Royal Docks Team at the GLA.

I understand that you've been working with my colleague ██████████ to explore the potential to enable the adoption of Booth Road at your Waterside Park scheme at Silvertown. One of the residents has raised a complaint with the Mayor about how we have been handling the issue and I would welcome a quick chat if possible so that I can fully understand Barratt's current position.

Do you have any time before 4pm today?

Thanks Dan

Daniel Bridge

Programme Director

+44 (0) [REDACTED] [REDACTED]

www.royaldocks.london

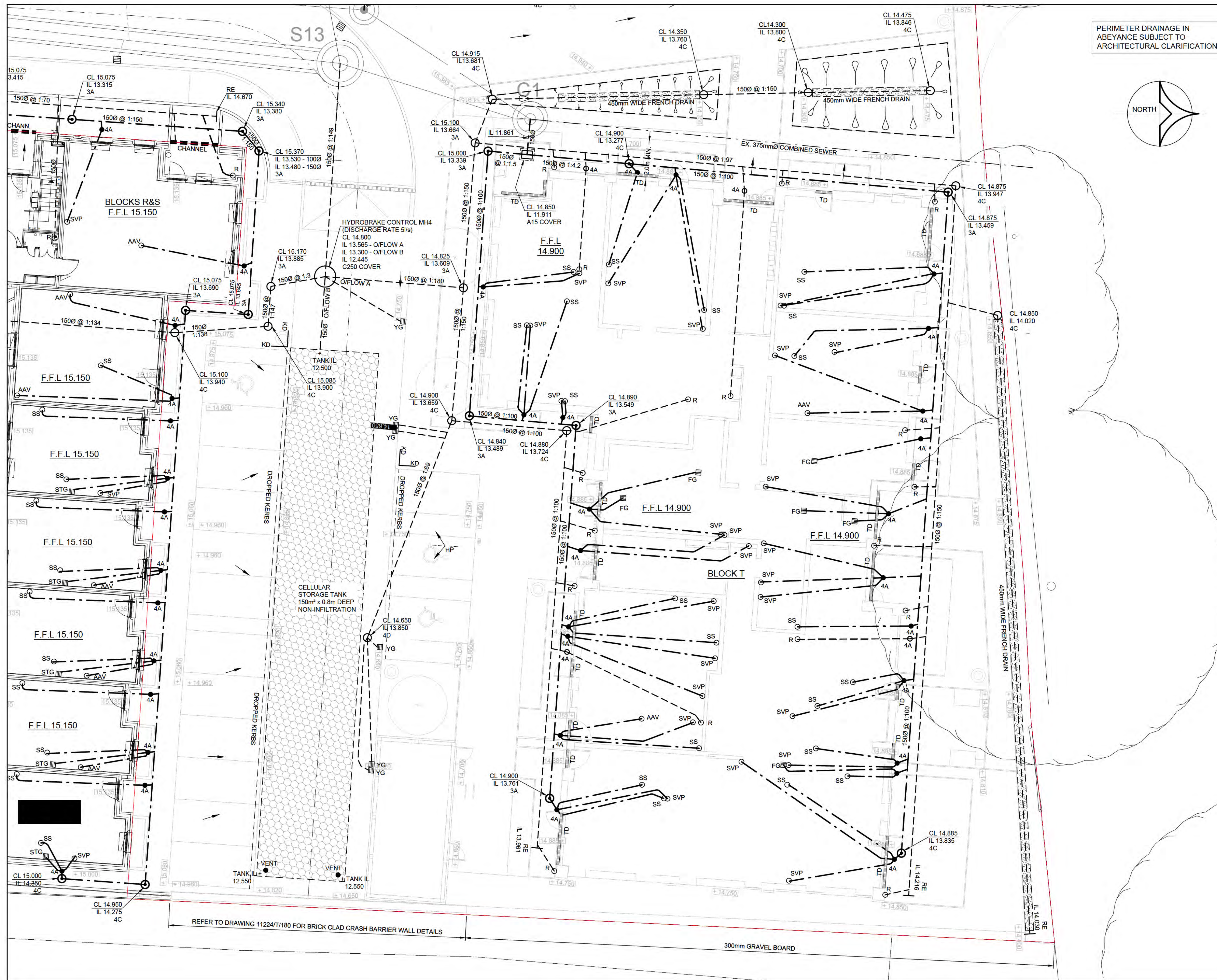
[Twitter](#) [Instagram](#) [Facebook](#)

ROYAL DOCKS TEAM

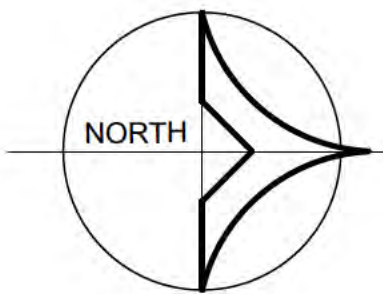
City Hall

Kamal Chunchie Way

London E16 1ZE



PERIMETER DRAINAGE IN ABEYANCE SUBJECT TO ARCHITECTURAL CLARIFICATION.



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- 2. FOR GENERAL NOTES REFER TO DRAWING NUMBER 11224-2001.
- 3. THIS DRAWING IS BASED UPON GLENN HOWELLS ARCHITECTS DRAWING NUMBER 2044-A-TU-P-004 REV 01 & TOWNSEND DRAWINGS TOWN554.03(97)5101 REV C00 & TOWN554.03(97)5102 REV C00.

LEGEND

Legend symbols and descriptions:

- FOUL WATER SEWER
- FOUL WATER MANHOLE
- FOUL WATER MANHOLE
- FOUL WATER MANHOLE
- INSPECTION CHAMBER
- SOIL VENT PIPE
- STUB STACK
- SEALED TRAPPED GULLY
- FLOOR GULLY
- SURFACE WATER SEWER
- SURFACE WATER MANHOLE
- SURFACE WATER MANHOLE
- SURFACE WATER MANHOLE
- RAINWATER PIPE
- YARD GULLY
- ROAD GULLY
- RODDING EYE
- THRESHOLD/CHANNEL DRAIN
- CELLULAR STORAGE SYSTEM - AQUACELL PRIME OR SIMILAR APPROVED
- GRANULAR STORAGE SYSTEM

.CONSTRUCTION.

C6	AMENDED TO ARCH LAYOUT	AW	MAY '16
C5	AMENDED TO ARCH LAYOUT	AW	APR '16
C4	THRESHOLD DRAINS ADDED. ISSUED FOR CONSTRUCTION.	PT	FEB '16
C3	ISSUED FOR INFORMATION	PT	FEB '16
C2	ISSUED FOR INFORMATION	AW	JAN '16
C1	ISSUED FOR CONSTRUCTION	BWL	JAN '15
T2	BLOCK R&S DRAINAGE REVISED AS CLOUDED. BLOCK T DRAINAGE ADDED.	BWL	24.11.14
T1	ISSUED FOR TENDER	BWL	JULY '14
Rev	Revisions	By	Date

Consulting Engineers

The Mill House
Bishop Hall Lane
Chelmsford
Essex CM1 1LG
T: 01245 265263
F: 01245 268703
e: blc@brandleonard.co.uk

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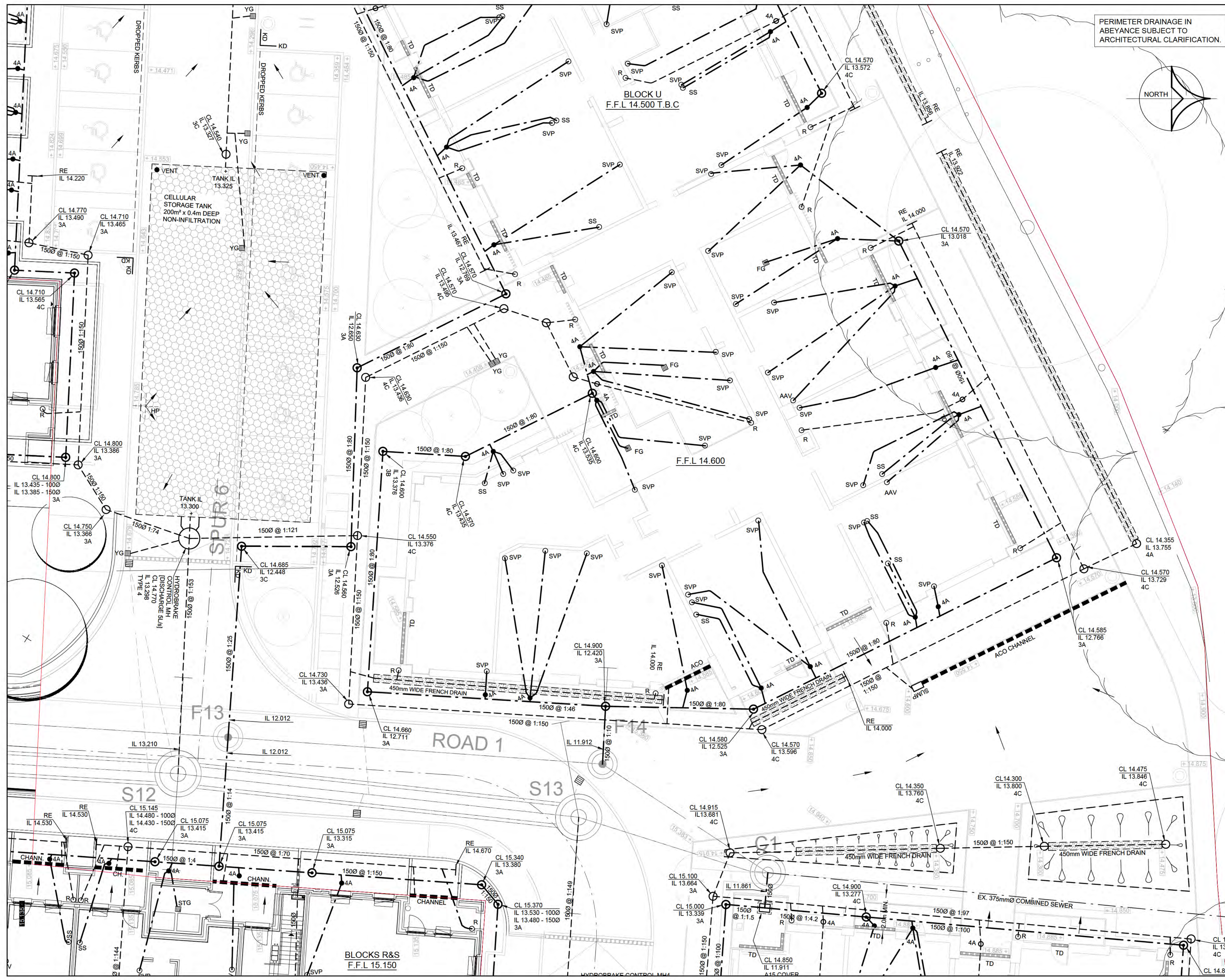
Chelmsford London Upminster

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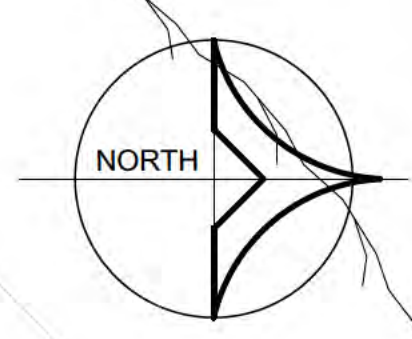
CATFORD GREEN
SE6

PRIVATE DRAINAGE
LAYOUT - PHASE 2
SHEET 5 OF 10

FOR: BARRATT HOMES	
Drawn BWL	Checked GW
Scale 1:100 @ A1	Date JULY 2014
Drawing No.	C6
11224/2005	
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PERIMETER DRAINAGE IN ABEYANCE SUBJECT TO ARCHITECTURAL CLARIFICATION.



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- 3. THIS DRAWING IS BASED UPON GLENN HOWELLS ARCHITECTS DRAWING NUMBER 204-A-TU-P-008 REV 01 & TOWNSEND DRAWINGS TOWN554.03/97/5101 REV C00 & TOWN554.03/97/5102 REV C00.

LEGEND

- FOUL WATER SEWER
- FOUL WATER MANHOLE
- FOUL WATER MANHOLE
- FOUL WATER MANHOLE
- INSPECTION CHAMBER
- SOIL VENT PIPE
- STUB STACK
- SEALED TRAPPED GULLY
- FLOOR GULLY
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- ROAD GULLY
- RODDING EYE
- THRESHOLD/CHANNEL DRAIN
- CELLULAR STORAGE SYSTEM - AQUACELL PRIME OR SIMILAR APPROVED
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CONSTRUCTION

C6	AMENDED TO ARCH LAYOUT	AW	MAY '16
C5	AMENDED TO ARCH LAYOUT	AW	APR '16
C4	THRESHOLD DRAINS ADDED. ISSUED FOR CONSTRUCTION.	PT	FEB '16
C3	ISSUED FOR INFORMATION	PT	FEB '16
C2	ISSUED FOR INFORMATION	AW	JAN '16
C1	ISSUED FOR CONSTRUCTION	BWL	JAN '15
T2	BLOCK R&S DRAINAGE REVISED AS CLOUDED. BLOCK T DRAINAGE ADDED.	BWL	24.11.14
T1	ISSUED FOR TENDER	BWL	JULY '14
Rev	Revisions	By	Date

Consulting Engineers

The Mill House
Bishop Hall Lane
Chelmsford
Essex CM1 1LG
t. 01245 265263
f. 01245 258703
e. bic@brandleonard.co.uk

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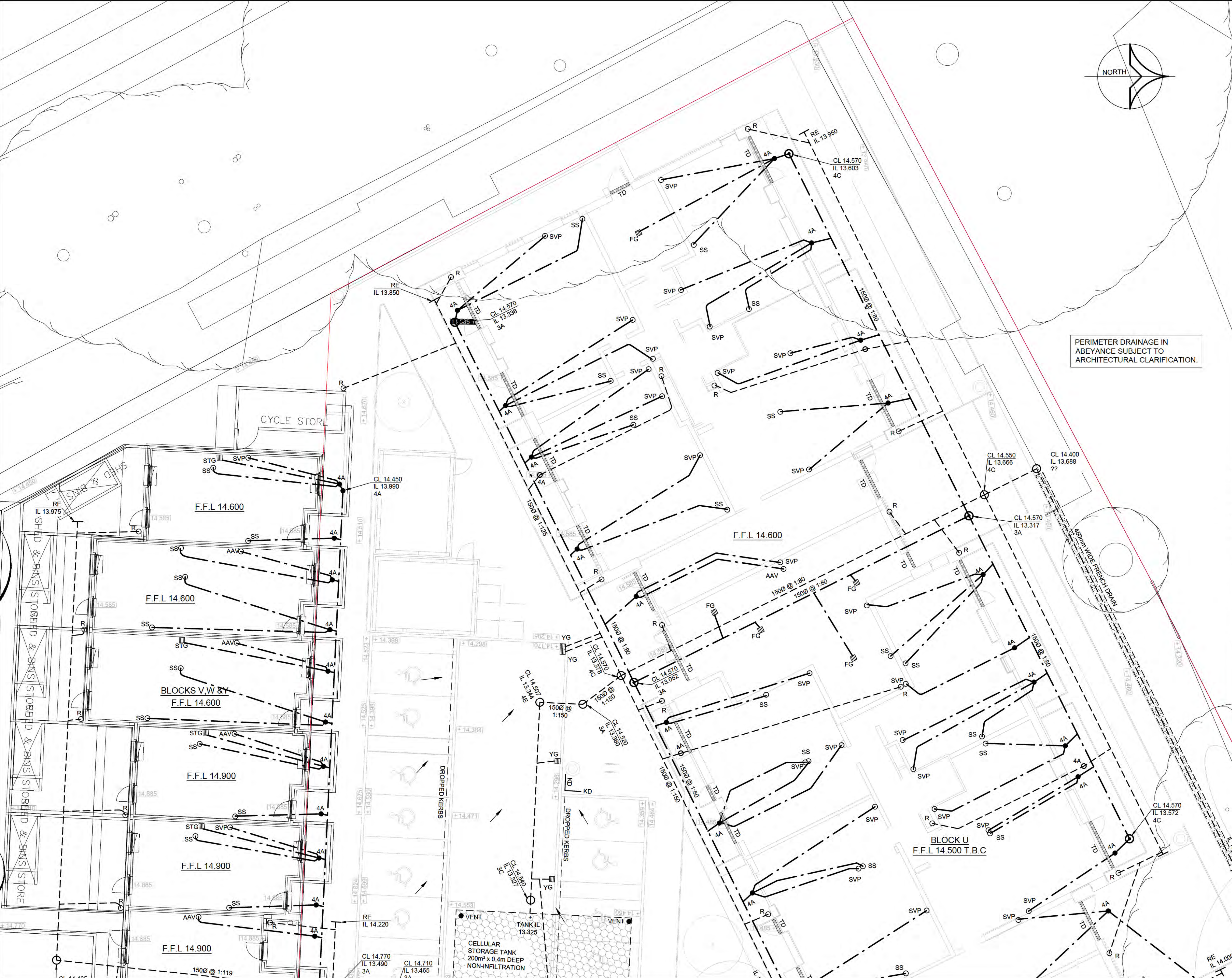
CATFORD GREEN
SE6

PRIVATE DRAINAGE
LAYOUT - PHASE 2
SHEET 6 OF 10

FOR: BARRATT HOMES

Drawn BWL	Checked GW
Scale 1:100 @ A1	Date JULY 2014
Drawing No. 11224/2006	C6

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LEGEND

- FOUL WATER SEWER
- FOUL WATER MANHOLE
- FOUL WATER MANHOLE
- FOUL WATER MANHOLE
- INSPECTION CHAMBER
- SOIL VENT PIPE
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CONSTRUCTION

Rev	Revisions	By	Date
C9	AMENDED TO ARCH LAYOUT	AW	MAY '16
C8	AMENDED TO ARCH LAYOUT	AW	APR '16
C7	THRESHOLD DRAINS ADDED. ISSUED FOR CONSTRUCTION.	PT.	FEB '16
C6	ISSUED FOR INFORMATION	PT.	FEB '16
C5	ISSUED FOR INFORMATION	AW	JAN '16
C4	DRAINAGE POINTS IN BLOCK V,W&Y CLARIFIED.	BWL	APR '15
C3	DRAINAGE POINTS IN BLOCK V,W&Y UPDATED TO SUIT LATEST ARCHITECTS' LAYOUT. BLOCK U IN ABEYANCE.	BWL	APR '15
C2	DRAINAGE POINTS IN BLOCK V,W&Y UPDATED TO SUIT LATEST ARCHITECTS' LAYOUT. BLOCK U IN ABEYANCE.	BWL	MAR '15
C1	ISSUED FOR CONSTRUCTION	BWL	JAN '15
T2	BLOCK R&S DRAINAGE REVISED AS CLOUDED. BLOCK T DRAINAGE ADDED.	BWL	24.11.14

Consulting Engineers

The Mill House
Bishop Hall Lane
Chelmsford
Essex CM1 1LG
t. 01245 265293
f. 01245 268703
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PRIVATE DRAINAGE LAYOUT - PHASE 2 SHEET 7 OF 10

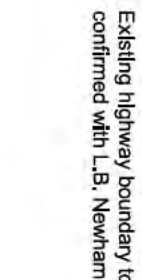
FOR: BARRATT HOMES

Drawn	Checked
BWL	GW

Scale	Date
1:100 @ A1	JULY 2014

Drawing No. **11224/2007** **C9**

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W2 6LG
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F 020 7053 1301
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**BARRIER PARK EAST
SECTION 278 WORKS**

Des:	CPR	Critics	Appg:	Job No:	First Exam:	Scale:
HES	HES	CP	CP	1557401-1	APR '11	1200GA
Drug No:						Rev.

DATED 21st March 2006

LONDON DEVELOPMENT AGENCY (1)

BARRATT HOMES LIMITED
And
TAYLOR WOODROW DEVELOPMENTS LIMITED (2)

=====

SUPPLEMENTAL AGREEMENT
relating to a Conditional Agreement
for the sale and purchase (subject to
Planning Permission) of freehold property
Adjacent to the North Woolwich Road (A1020)
London known as
Thames Barrier Park East, Silvertown
in the City of London
dated 8th December 2004

=====

CONTENTS

1. Definitions and interpretations
 2. Variations to the Conditional Agreement of 8th December 2004
 - 2.1 Definitions
 - 2.2 Vacant possession
 - 2.3 Planning provisions
 - 2.4 Environment Agency
 - 2.5 Development Appraisal
 3. Design management
 4. Compound construction and Lease therefor
 5. Docklands Light Railway Limited
 6. Access reservation to the London Development Agency for new car park at Thames Barrier Park
 7. Access to Barrier Park for quiet recreation
 8. Contracts (Rights of Third Parties) Act 1999
 9. Incorporation
- Schedule 1 – (Description and development))
- Schedule 2 – (The Property)
- Annex 1 – The Plans referred to herein
- Annex 2 – Development Programme
- Annex 3 – Compound Specification
- Annex 4 – Development Appraisal

SUPPLEMENTAL AGREEMENT dated

21st March

2006

BETWEEN:

- (1) **LONDON DEVELOPMENT AGENCY** of Devon House 58-60 St Katharine's Way London E1W 1JX ("the Seller") (which expression is deemed to include its successors in title and assigns); and
- (2) **BARRATT HOMES LIMITED** (whose Company Number is 3018173) and whose registered office is at Wingrove House Ponteland Road Newcastle Upon Tyne NE5 3DP and **TAYLOR WOODROW DEVELOPMENTS LIMITED** (whose Company Number is 00643420) and whose registered office is at 2 Princes Way Solihull West Midlands B91 3ES ("the Buyer") (which expression is deemed to include their respective successors in title and assigns)

RECITALS

- (A) This Agreement is supplemental to a conditional agreement for the sale and purchase (subject to Planning Permission) of freehold property adjacent to the North Woolwich Road (A1020) London known as Thames Barrier Park East Silvertown in the City of London dated the 8th December 2004 made between the same parties in the same order as this Agreement ("the MDA") pursuant to which provision was made for the phased comprehensive development by the Buyer of a site at Thames Barrier Park East Silvertown more particularly described in the MDA partly owned by the Seller
- (B) The parties to this Agreement agree that the MDA should be varied and supplemented in the manner hereinafter appearing

NOW IT IS HEREBY AGREED as follows:-

1. Definitions and interpretation

In this Agreement where the context admits words and expressions defined in the MDA shall have the same meanings when used in this Agreement

2. Variations to the MDA

2.1 Definitions

- 2.1.1 Paragraph (b) of the definition of "Conditions" shall be deleted and the following paragraph substituted:-

"The completion of an Agreement with the Environment Agency and the Seller and/or the Buyer on terms approved by both the Seller and the Buyer (acting reasonably) for (i) the relocation of the Environment Agency's rights of access (currently on part of the land registered under Title No. EGL234787) across the Option Land and the Property and the grant of interests to the Buyer across the land shaded yellow and brown on Plan A to facilitate the Development and access to it and (ii) acquisition by private treaty on terms reasonably satisfactory to both the Buyer and the Seller for no less than a 155 year lease term at no consideration by way of monies or monies worth of the land shown shaded green and the land shown shaded green and hatched black both to be leased or transferred to the Buyer (both such parcels of land shown on Plan "A" to (respectively) (a) enable the land shaded green and hatched black to be landscaped by the Buyer and maintained as such as part of the Development and (b) enable the Compound to be constructed by the Buyer for the Seller on the land shaded green and shaded red on Plan C and (c) enable a path for public purposes known as the Thames Path to the south of the Compound

- 2.1.2 The definition of "Block" shall be deleted and the following substituted:-

"Block" means a staircore serving a collection of flats forming part of a building within the Development and Plan C illustrates that in relation to a historic scheme of Development it being acknowledged by the parties that the Development does not as at the date of this Supplemental Agreement have plans of sufficient detail to illustrate the number of stair cores"

- 2.1.3 In the definition of "Conditional Period" the words in the first line "thirty calendar months after the date hereof" shall be deleted and substituted by the words "on 31st December 2008"

- 2.1.4 The definition of "Development End Date" shall be deleted and the following definition substituted:-

"Development End Date" 8 years from the Satisfaction Date;"

- 2.1.5 The definition of "Development Programme" shall be deleted and the following definition substituted:-

"Development Programme" the programme attached hereto at Annex 2;"

- 2.1.6 In the definition of "Force Majeure" there shall be added the following paragraph:-

"(k) delay in procuring approvals pursuant to Clause 3.4 of this Supplemental Agreement;"

- 2.1.7 The definition of "Minimum Purchase Price" shall be deleted and the following definition shall be substituted:-

"Minimum Purchase Price" **THREE MILLION ONE HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£3,125,000.00)**"

- 2.1.8 The definition of "Second Payment" shall be deleted and the following definition substituted:-

"Second Payment" 22.5% of the Purchase Price less any payments received by the Seller pursuant to the provisions of Schedule 4 of the MDA prior to the Second Payment Date;"

- 2.1.9 The definition "Third Payment" shall be deleted and the following definition substituted:-

"Third Payment" 22.5% of the Purchase Price less any payments received by the Seller pursuant to the provisions of Schedule 4 of the MDA between the Second Payment Date and the Third Payment Date;"

- 2.1.10 The definition of "Fourth Payment" shall be deleted and the following definition substituted:-

"Fourth Payment" 22.5% of the Purchase Price less any payments received by the Seller pursuant to the provisions of Schedule 4 of the MDA between the Third Payment Date and the Fourth Payment Date;"

- 2.1.11 The following definition shall be added to Clause 1.1:-

"Fifth Payment" 22.5% of the Purchase Price less any payments received by the Seller pursuant to the provisions of Schedule 4 of the MDA between the Fourth Payment Date and the Fifth Payment Date;"

- 2.1.12 The definition of "Payments" shall be deleted and the following definition substituted:-

"Payments" collectively the First Payment, the Second Payment, the Third Payment, the Fourth Payment and the Fifth Payment;"

- 2.1.13 The definition "Payment Dates" shall be deleted and the following definition substituted:-

"Payment Dates" collectively the First Payment Date, the Second Payment Date, the Third Payment Date, the Fourth Payment Date and the Fifth Payment Date;"

- 2.1.14 The following definition shall be added to Clause 1.1:-

"Fifth Payment Date" the later of the sixth anniversary of the Satisfaction Date or 5 working days following Vacant Possession of the Third Phase of the Property;"

- 2.1.15 The definition of "Plan A" shall be deleted and the following definition shall be substituted:-

"Plan A" the plan annexed hereto and marked "Plan A","

- 2.1.16 The definition of "Plan B" shall be deleted and the following definition shall be substituted:-

"Plan B" the plan annexed hereto and marked "Plan B";"

- 2.1.17 The definition of "Property" shall be deleted and the following definition substituted:-

"Property" the freehold property brief particulars whereof are set out in Schedule 2 to this Supplemental Agreement and (subject to paragraph (ii) of part (b) in the definition of Conditions at clause 2.1.1 hereof being fulfilled) the freehold or (if that is not acquired) a Lease of no less than 155 years of the areas shaded green and shaded green and hatched black on Plan A title to which is currently registered at the Land Registry with title absolute and being part of Title Number EGL234787;"

- 2.1.18 The definition of "S106 Costs Cap" shall be deleted and the following definition shall be substituted:-

"S106 Costs Cap" 89% of **TWO MILLION FIVE HUNDRED THOUSAND POUNDS (£2,500,000.00);**"

- 2.1.19 The definition of "Development" shall be deleted and "Development" shall have the meaning set out in Schedule 1 hereto

- 2.1.20 A new definition shall be added to clause 1.1 as follows:-

"Compound" means a covered area to be used for storage of vehicles, goods and equipment for the maintenance of the adjoining Thames Barrier Park measuring (5) Five metres in height from ground level the detailed design and specification of which is to be agreed with the Seller but for which the Outline Specification annexed hereto at Annex 3 forms a basis for it to be sited on (1) the areas shaded yellow and green on Plan C if paragraph (ii) of clause 2.1.1 hereof is satisfied or (2) the area edged red on Plan D if the aforementioned paragraph is not satisfied"

- 2.1.21 A new definition shall be added to clause 1.1 as follows:-

“Design Changes” means any changes affecting the external layout of or appearance of the Development to which a Planning Application is proposed to or does relate which would require an amendment to or new Planning Application”

2.1.22 A new definition shall be added to clause 1.1 as follows:-

“Lease” means a lease of the Compound area to be granted to the Seller by the Buyer for a term of no less than 999 years (or (if applicable) such shorter period depending upon the terms of the acquisition referred to in clause 2.1.1(ii) hereof) on terms to be agreed which will include provisions for the maintenance and insurance to be shared between the freeholder and the leaseholder for the Compound structure”

2.1.23 A new definition shall be added to clause 1.1 as follows:-

“Adjoining Land” means the land shown edged purple on Plan A owned by the Seller and forming part of the land registered under Title Number NGL179922 with title absolute at the Land Registry”

2.2 Planning provisions – Buyer’s and Seller’s obligations

Clause 9.2 shall be deleted and the following clause substituted:-

“9.2 Consult with the Seller as to the format and substance of the Planning Application and submit the full Planning Application together with all supporting drawings to the Seller for its approval between 30th April 2006 and 30th June 2006 (and to be deemed to have been approved if no response is received by the Buyer within one month of receipt by the Seller of the Planning Application and supporting drawings) with a view to its form and content being agreed between the Buyer and the Seller so that the Buyer can submit the Planning Application to the London Borough of Newham within one month of the Seller’s approval”

2.3 Environment Agency

The following clause shall be added to Clause 12:-

“12.3 Subject to the Buyer complying with its obligations to satisfy the Conditions set out in the MDA the Seller shall use all reasonable endeavours to assist the Buyer satisfy paragraph (b) in the definition of “Condition” at clause 2.1.1 hereof and will lead on sub-paragraph (ii) of that Condition insofar as it relates to the acquisition of the land shaded green [and shaded green and hatched black] on Plan A but in the event that terms cannot be agreed with the Environment Agency to the reasonable satisfaction of the Buyer and the Seller in relation to sub-paragraph (ii) by 30th April 2006 or such later date as the parties may agree then that paragraph shall cease to be a Condition of the MDA as varied by this Agreement”

2.4 Development Appraisal

The Development Appraisal shall from the date of this Supplemental Agreement be the Development Appraisal annexed to this Supplemental Agreement at Schedule 3

3. Design Management

- 3.1 The Seller and the Buyer agree that two Architects should work in collaboration in producing the drawings for the Planning Application the Architects being Broadway Malyan and Sergison & Bates
- 3.2 The Buyer shall appoint the Architects referred to in 3.1 above and should either Architects decline to act or their appointment be terminated by the Buyer then a substitute Architect shall be appointed in their place the identity of that Architect to be approved by the Seller such approval not to be unreasonably withheld or delayed.
- 3.3 The Buyer shall hold fortnightly meetings to discuss Design Changes and all other aspects of the Planning Application in readiness for submitting the Planning Application which the Seller may attend and the Buyer and the Seller shall on a monthly basis hold meetings to finalise all Design Changes on drawings prepared and discussed in the preceding month and any other details of the Planning Application and if the Seller reserves its position on any item considered at a monthly meeting they shall provide a full written response within

nine working days of each monthly meeting which if not provided shall be deemed to be no longer an item or items not approved by the Seller

- 3.4 Following the Satisfaction Date the Buyer shall advise the Seller on Design Changes and advise the Seller of meetings involving discussion of them with either the Architects or the local planning authority which the Seller may attend and for the avoidance of doubt no Design Changes shall be made without the consent of the Seller

4. Seller's Thames Barrier Park East Site Compound and grant of Lease

Subject to the Satisfaction Date occurring:-

4.1 the Buyer shall construct the Compound at no cost to the Seller in a good and workmanlike manner in accordance with all lawful requirements and good building practice so that the Compound is completed as part of the First Phase and in a manner that does not materially prejudice the operation of the existing Compound facility; and

4.2 on completion of construction of the Compound the Buyer shall grant and the Seller shall accept the Lease

5. Docklands Light Railway Limited

5.1 Both the Buyer and the Seller have been served Notices under the Docklands Light Railway (Silvertown and London City Airport Extension) Order 2002 ("the Order") with a view to acquiring parts of the Property for the purpose of the works constructed pursuant to the Order

5.2 The Seller and the Buyer agree to co-operate with each other with a view to ensuring (i) any documentation relating to the Property the subject of the Order does not frustrate or unreasonably impede the Development and (ii) the terms of any such documentation is consistent across the Option Land and the Property

6. Reservation of Access

The Buyer and the Seller agree that in submitting the Planning Application for the Development access will be reserved in favour of the Seller for vehicular purposes (i) to

and from Thames Barrier Park and North Woolwich Road within the area shaded blue on Plan E annexed hereto and the ownership of the land as shall be required for the aforesaid purposes shall remain with the Seller with access and egress over it to be granted to the Buyer for construction of and use and enjoyment of the Development and (ii) through the Development from Barrier Approach Road to the Compound in the Lease for vehicular access at all times and for all purposes but with a head height of Four (4) metres measured from the surface of such access with an obligation on the Seller to contribute a fair proportion to the renewal of such access area

7. Access to Barrier Park

Subject to the Seller imposing such conditions as may be appropriate with regard to the security, operation and estate management of Barrier Park the Seller shall in each transfer of title of the Property to the Buyer grant rights of access on foot only to and from the Property at such point or points along the boundary of the Property with the Adjoining Land into the Adjoining Land known as Barrier Park as the parties may agree to enable owners and occupiers of flats at the Development to enjoy the Adjoining Land for quiet recreation

8. Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Supplemental Agreement

9. General

9.1 Save as varied and supplemented by this Agreement the MDA shall continue in full force and effect in all respects

9.2 For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 the provisions of the Master Development Agreement shall be deemed to be incorporated herein as amended as if set out in full

SCHEDULE 1

(Description of Development)

A Development comprising 1,000 units of residential accommodation totalling 592,225.00 square feet as more particularly described in the Development Appraisal annexed to this Supplemental Agreement at Annex 4 and 20,000.00 square foot (approximately) of office and retail uses (possibly including restaurant use) to be carried out in 3 phases and to be more particularly described in the Planning Application

SCHEDULE 2

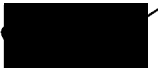
(The Property)

ALL THAT FREHOLD property known as land to the South Side of North Woolwich Road (A1020) London known as Thames Barrier Park East Silvertown in the London Borough of Newham and registered at HM Land Registry and being part of the land registered with absolute title under Title Number EGL336646 and being part of the land registered at HM Land Registry with absolute title under title Number NGL179922 and part of the land registered with title absolute under title Number EGL13321 and the whole of the land registered at HM Land Registry under title Number EGL486617 with title absolute as shown for identification purposes only edged red on Plan A

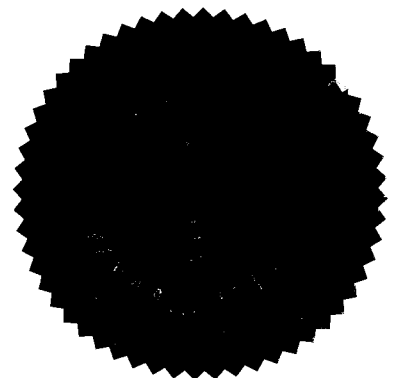
IN WITNESS whereof this document has been duly executed as a deed and has been delivered on the date which appears first on page 1

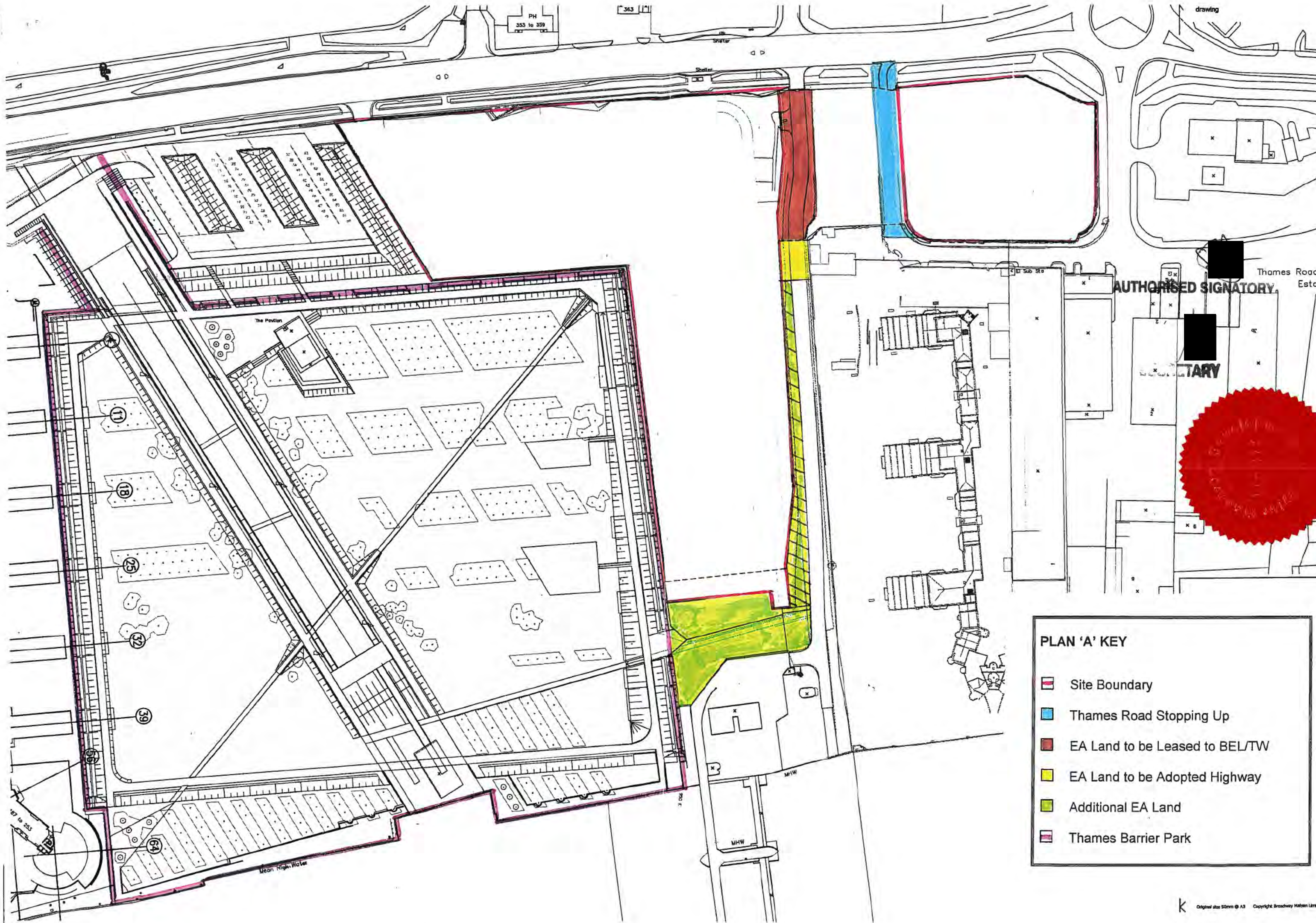
THE COMMON SEAL of TAYLOR)
WOODROW DEVELOPMENTS)
LIMITED was hereunto affixed in the)
presence of:-)

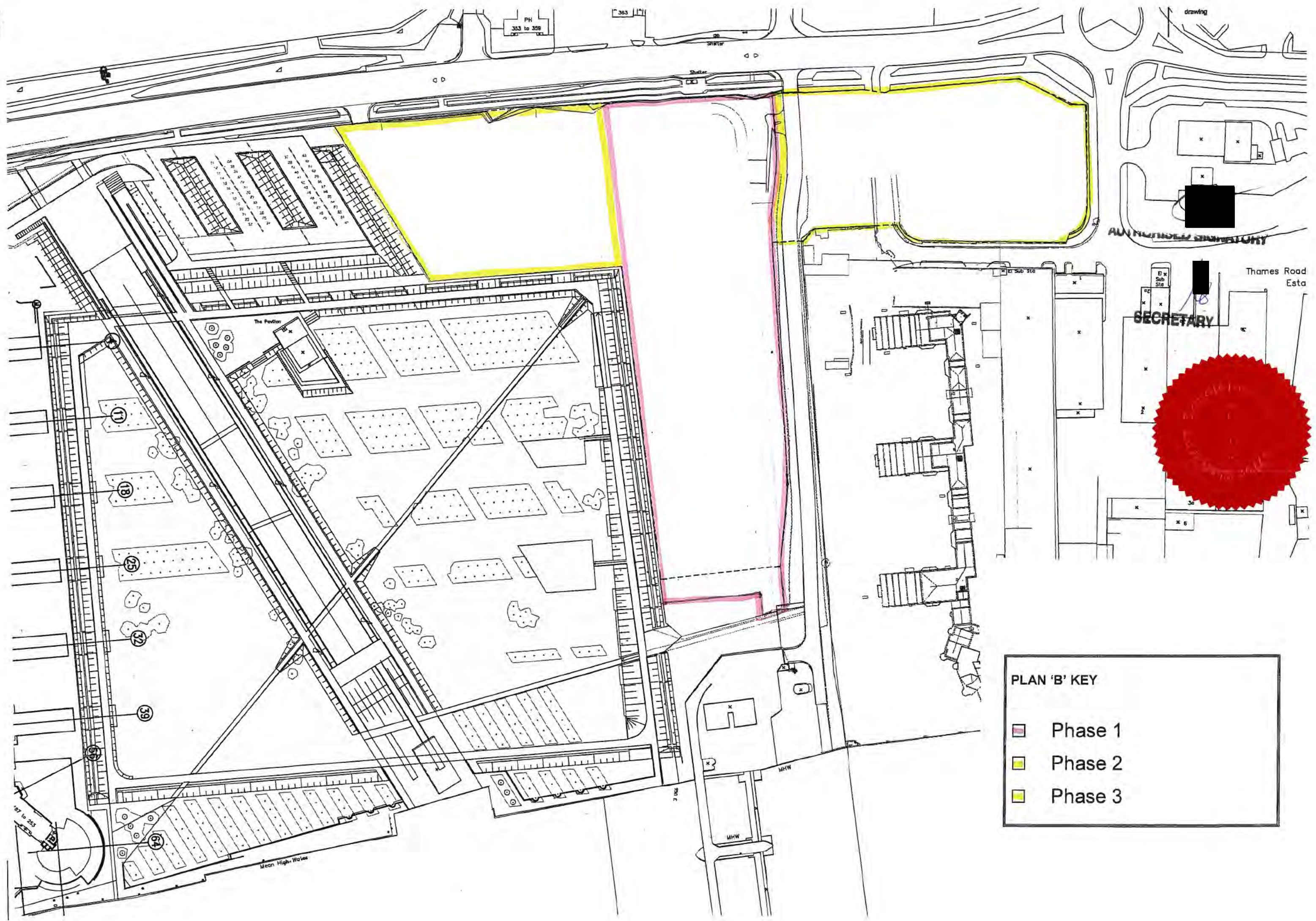
3564
14.3.00


Authorised Signatory


Secretary







PLAN 'B' KEY

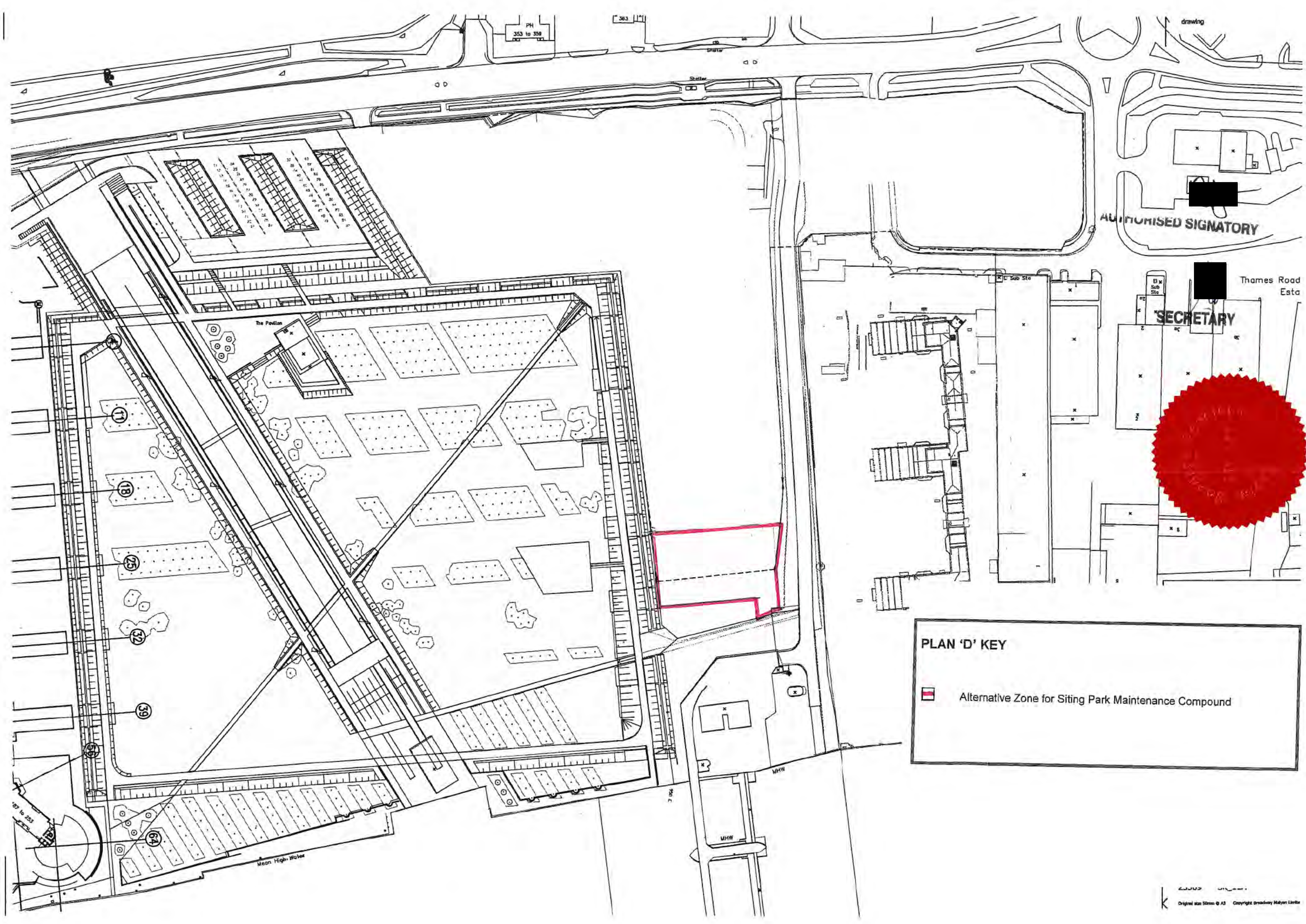
	Phase 1
	Phase 2
	Phase 3



AUTHORISED SIGNATORY
SECRETARY

PLAN 'C' KEY

	Zone		Siting Park Maintenance Compound
	LDA Land		
	EA Land		



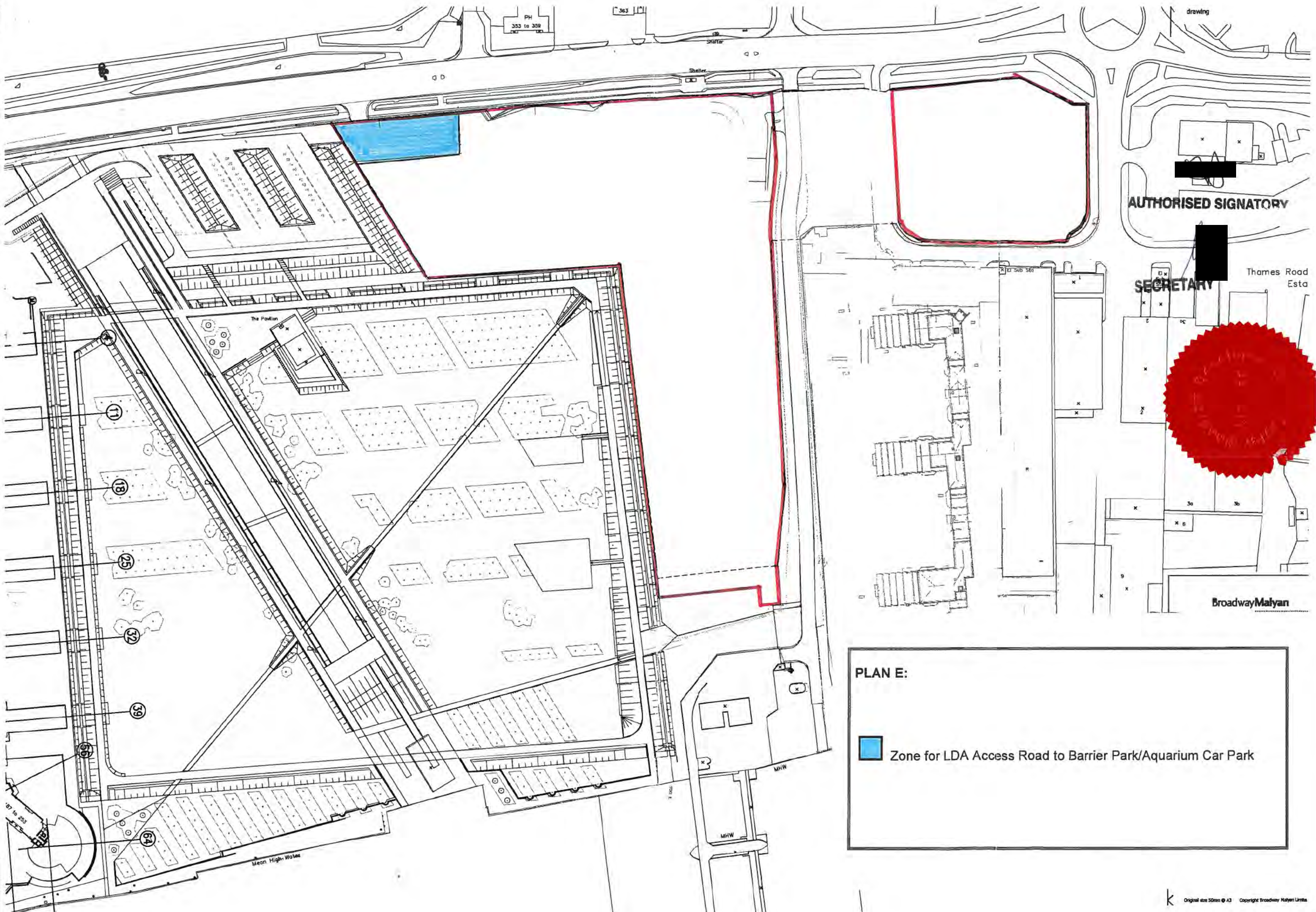
AUTHORISED SIGNATORY

SECRETARY

Thames Road
Esta

PLAN 'D' KEY

 Alternative Zone for Siting Park Maintenance Compound



AUTHORISED SIGNATORY

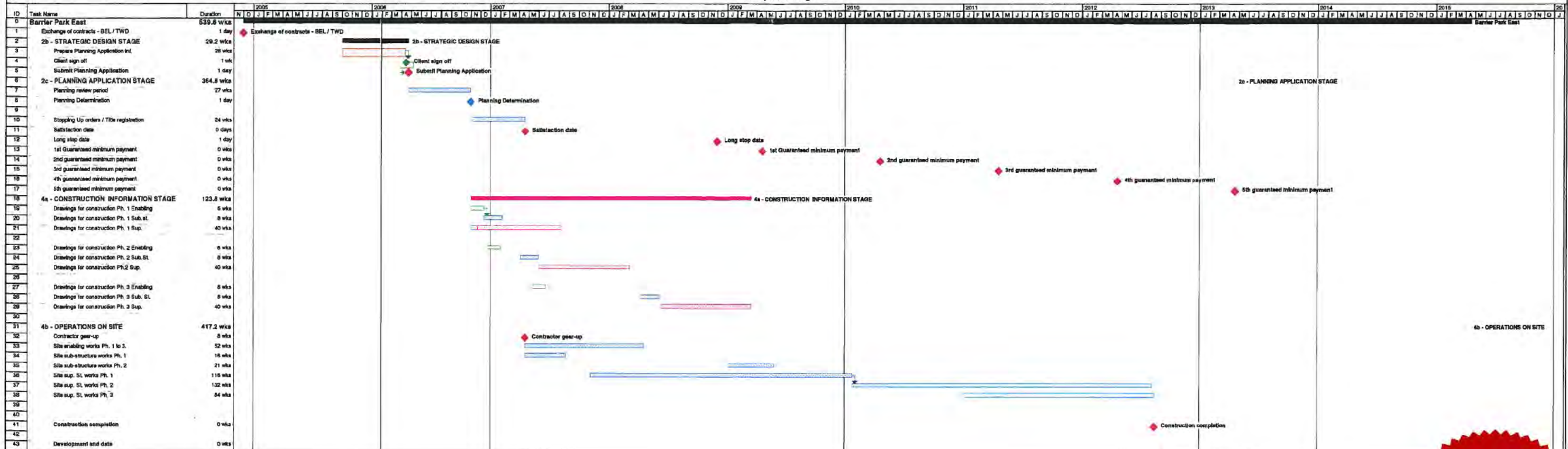
SECRETARY

Thames Road Estate

BroadwayMalyan

PLAN E:

 Zone for LDA Access Road to Barrier Park/Aquarium Car Park



AUTHORISED SIGNATORY

SECRETARY

Barrier Park East development :

Thames Barrier Park Maintenance Compound:

Outline specification of requirements –

- **Proposed accommodation –**
(all covered unless noted)

As noted on Proposed park compound plan –

Overall compound area. Approximate = 1600 m2

Covered compound area. Approximately = 1080 m2

- **Location –** To the extreme south end of the site, with direct access to Thames Barrier Park. Decked over to provide weather protection.

- **Headroom –** The revised section layout for buildings & route to the south end of Barrier Park allows vehicles with a head height of up to approximately 5 metres, to allow tipping.

- **Materials –**

Slab : Concrete slab with anti – dusting and slip resistant finish. Open bay areas to be marked out with proprietary floor paint. (Chemical resistance requirements of slab to be agreed with park operators.)

Drainage to be sufficient for wash down with petrol interceptor in slab.

Walls : To be fair-faced 200mm thickness lightweight blockwork. Internal walls to be left fair faced.

Material storage bays : To be composed of blockwork dividing walls.

Internal flooring : Flooring to Mess / toilets & Office to be screeded.

Soffits : To be left self finished in all areas.

Roof openings : To be left open with adequate guarding and mesh screening from above common courtyard area.

Fences and gates : To be robust quality self finished galvanised mild steel, with anti – climb mesh finish. Gates to be provided with padlocks for maintenance contractor / and Environment Agency use. (EA use to be in emergency condition only)

- **Services:** Mess and changing areas to be provided with toilet & Shower installed, all drainage, electrics & drainage. To all other areas electrical services to be provided capped off, including adequate hard wired provision for heating, and power supply. Lighting cabling to be provided through out, fittings by others. External services to be left capped off in agreed locations, except as noted above.

Ventilation : Enclosed rooms to be provided with adequate natural ventilation to meet statutory requirements, by a combination of air bricks and "vent – Axia" type extractor fans.

BARRIER PARK EAST - JANUARY 2006 - DEVELOPMENT APPRAISAL

BARRATT HOMES / TAYLOR WOODROW JOINT VENTURE

LDA VALUATION SUMMARY - 50% AFFORDABLE (33% RENT 67% S/O)

SALES REVENUE

					£
497 Open Market Residential	296,375 sq.ft	@	£350.00 per sq.ft		103,731,250
130 Affordable - Rented - No Grant	98,200 sq.ft	@	£95.00 per sq.ft		9,329,000
Affordable - Rented - With Grant	- sq.ft	@	£135.00 per sq.ft		-
373 Affordable - Shared Ownership	197,650 sq.ft	@	£200.00 per sq.ft		39,530,000
- Non Residential Uses Office & Retail	20,000 sq.ft	@	£125.00 per sq.ft		2,500,000
1,000 Total	612,225 sq.ft		£253.32 per sq.ft		155,090,250

BUILD COST

497 Open Market Residential	296,375 sq.ft	@	£175.00 per sq.ft		51,865,625
130 Affordable - Rented	98,200 sq.ft	@	£165.00 per sq.ft		16,203,000
373 Affordable - Shared Ownership	197,650 sq.ft	@	£165.00 per sq.ft		32,612,250
- Non Residential Uses Office & Retail	20,000 sq.ft	@	£110.00 per sq.ft		2,200,000
1,000 Total	612,225 sq.ft		£168.04 per sq.ft		102,880,875

MARKETING COSTS	(%age of Total Sales Revenue)	3.0%	4,652,708
SELLING COSTS	(%age of Total Sales Revenue)	3.5%	5,428,159
FINANCE @ 8.00% CLU	(%age of Total Sales Revenue)	4.0%	6,203,610
GENERAL OVERHEADS	(%age of Total Sales Revenue)	4.0%	6,203,610
NET PROFIT BT	(%age of Total Sales Revenue)	14.3%	22,177,906

GROSS LAND COST

Legal Fees (including Stamp Duty)

5.0%

GROSS LAND PRICE

LDA LAND VALUE

LDA LAND VALUE = GROSS LAND PRICE X 89% + £1,000,000

LDA LAND VALUE =	£	7,184,174	X	89%	+	£	1,000,000	=	£	7,393,915
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PURCHASE PRICE AND AGENCY LAND FACTOR TO BE CALCULATED IN ACCORDANCE WITH AGREEMENT

EXAMPLE

LESS	LDA LAND VALUE	£	3,056,000	X	89%	=	£	7,393,915
LESS	REMEDATION COSTS	£	2,500,000	X	89%	=	£	2,225,000
LESS	SECTION 106 COSTS	£	200,000	X	100%	=	£	200,000
LESS	ABORTIVE ARCHITECTURAL FE	£	200,000	X	100%	=	£	-
							£	2,249,075

PURCHASE PRICE

AGENCY LAND FACTOR IS THE HIGHER OF THE FOLLOWING:-

AGENCY LAND LACTOR - THE HIGHER OF	£	2,249,075	OR	£	3,125,000	DIVIDED BY	£	103,731,250	=	3.01%
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00719/12

DATED 10 JULY **2012**

**(1) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF NEWHAM**

AND

(2) BDW TRADING LIMITED

AND

**(3) NATIONAL HOUSE BUILDING
COUNCIL**

AND

(4) GLA LAND AND PROPERTY LIMITED

AGREEMENT

**Under Sections 38 and 278 of the Highways Act
1980 relating to the roads, sewers, verges,
highways, footpaths, improvement works and
associated works on land at and in the vicinity of
North Woolwich Road, Silvertown, London, E16**

Helen Sidwell
Director of Legal, People and Change
Newham Town Hall
Barking Road
East Ham
London
E6 2RP
Ref: LE/02/OSO/101969
Tel: 0203 373 9272
Fax: 0208 430 1438
e-mail: olusola.olukoshi@newham.gov.uk

Version: Final LBN 01/05/12

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THIS AGREEMENT is made the 10th day of July 2012

B E T W E E N

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall Barking Road East Ham London E6 2RP (hereinafter referred to as "the Council")

and

(2) **BDW TRADING LIMITED** a Company registered in England and Wales (Company No. 03018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (hereinafter referred to as "the Developer")

and

(3) **NATIONAL HOUSE BUILDING COUNCIL** a Company registered in England and Wales (Company Registration No: 320784) whose registered office is situated at NHBC House, Davy Avenue, Knowlhill, Milton Keynes MK5 8FP (hereinafter referred to as "NBHC")

and

(4) **GLA LAND AND PROPERTY LIMITED** of Windsor House, 42-50 Victoria Street, London, SW1H 0TL (hereinafter referred to as "the GLA")

W H E R E A S :-

(A) The London Development Agency ("the LDA") is the freehold owner of land in the London Borough of Newham being registered at HM Land Registry under Title Number NGL179922 and shown coloured green on drawing 185741-OS-009 Revision * ("Property")

(B) On 31st March 2012, the rights and liabilities of the LDA under agreements relating to the Property specified in Part 1 of Schedule 1 of the Greater London Authority and the London Development Agency Transfer Scheme 2012 were transferred to the GLA

(C) The Developer proposes to construct roads footpaths and associated works for public use together with certain modification works to the highway as shown on the drawings annexed hereto ("the Drawings"). The Developer desires that such roads and footpaths together with the new sections highway shall subject as hereinafter provided become highways maintainable at the public expense

NOW THEREFORE in pursuance of Sections 38 and 278 of the Highways Act 1980 and of all other powers the parties hereto enabling **IT IS HEREBY AGREED AND DECLARED** as follows:-

1. DEFINITIONS

1.1. In this Agreement the following definitions shall apply:-

"Drawings"

shall mean the drawings annexed hereto and numbered

 185741-05-009 revision *

 185741-05-010 revision C

 185741-05-011 revision *

 185741-05-012 revision *

DTO/SIG/C/015C revision C

 185741-05-101 Revision C

 185741-05-102 Revision A

 185741-05-103 Revision A

 185741-05-108 Revision *

and as referred to in the Schedule 1 hereto and also includes such variations of the drawings annexed hereto

	as the Engineer may approve from time to time
the “Engineer”	shall mean the Council’s Divisional Director for Highways Parking and Transport for the time being or such other officer person firm or company appointed from time to time by the Council as may perform his duties in respect of highways in the vicinity of the Property
the “Existing Highway”	shall mean roads or other highways that are adopted by the Council or highways maintainable at public expense as at the date hereof
the “Final Certificate”	shall mean the certificate to be issued in accordance with Clause 12 hereof
the “Improvement Works”	shall mean the alterations and improvements to the Highway as shown on the Drawings and referred to in the Specification
“LDA’s Land”	means the land registered at the Land Registry under title number NGL179922 and shown coloured green on drawing 185741-OS-009 Revision *
the “Performance Bond”	shall mean the sum of £350,000.00 (Three hundred and Fifty Thousand Pounds) as referred to Clause 24
the “Provisional Certificate”	shall mean the certificate to be issued in accordance with Clause 10 hereof
the “Specification”	shall mean the specifications listed in Schedule 1 hereto

as may be varied from time to time

the “Statutory Undertaker”

shall mean a statutory undertaker as defined in section 329(1) of the Highways Act 1980 and Sections 48(4)(5) and 89(4) of the New Roads and Street Works Act 1991 and all those bodies deemed to be statutory undertakers for the purposes of the Highways Act 1980 from the New Roads and Street Works Act 1991

the “Working Days”

shall mean Monday to Friday in each week

the “Works”

shall mean the construction and completion of roads footpaths sewers verges highways improvement works and associated works as shown on the Drawings and referred to in the Specification

1.2. INTERPRETATION

- 1.2.1. Reference to plant machinery or equipment shall include any goods materials erections or other structures (including a structure in the name of a building)
- 1.2.2. Reference to masculine feminine or neutral genders shall include the other genders and reference to the singular number shall include the plural and vice versa
- 1.2.3. Reference in this Agreement to any clause or sub-clause shall mean a clause or sub-clause of this Agreement
- 1.2.4. The clause paragraph and Schedule headings and any table of contents do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 1.2.5. References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Agreement) and are to include any

orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision

1.2.6. In the case of any conflict between any of the following then the order of precedence shall be:-

- (a) the Additional Requirements
- (b) the Drawings/Specification

2. DEDICATION OF HIGHWAYS

2.1. THE Developer shall maintain access along the road during the course of the construction of the Works and when this is not possible shall be responsible for any necessary diversions required during the course of the construction period

2.2. THE Developer and the GLA hereby agree to dedicate a right of way as highways for the use of the public for purposes over the land shown shaded blue on the drawing numbered **185741-OS-012** annexed hereto all such land being hereinafter called "the Roads"

2.1 THE Developer and the GLA after the execution of this Agreement shall not grant without the consent of the Council such consent not to be unreasonably withheld or delayed any wayleave easement or right which could not be exercised or enjoyed without the consent of the Council if the Roads were highways maintainable at the public expense

2.3. NOTHING in this Agreement shall restrict the power of the Council to declare the Roads to be likely to become maintainable highways under Section 87 of the New Roads and Street Works Act 1991 as amended

3. IMPROVEMENT WORKS

3.1. The Council hereby authorises and licenses the Developer to carry out and complete the Improvement Works entirely at the Developer's own expense in accordance with the terms and conditions hereafter set out

3.2. **WITHOUT PREJUDICE** to the generality of the foregoing the Developer shall carry out the Improvement Works or procure the carrying out of the Improvement Works by the Contractor:-

- (i) in a good and workmanlike manner using all professional skill and care and in accordance with good practice for works of the type size and complexity comprised in the Improvement Works but restricted to the area edged pink on the drawing entitled Extent of Section 278 and Section 38 annexed hereto in Schedule 1
- (ii) in accordance with any reasonable instructions of the Engineer given in writing to the Developer in accordance herewith **PROVIDED THAT** the Engineer shall give instructions only to the Developer on his consultants or appointed agent and not to the Contractor appointed by the Developer to carry out the Improvement Works
- (iii) in accordance with the Drawings/Specification
- (iv) with good and suitable materials of their several kinds
- (v) in accordance with all relevant consents and approvals
- (vi) in compliance with all relevant legislation statutory orders and regulations applicable to the Improvement Works and any requirement and codes of practice of local and other competent authorities affecting the Improvement Works
- (vii) with due diligence

3.3. The Developer shall at his own expense:-

- (i) make provision in accordance with the Engineer's requirements to prevent mud and other materials from being carried on to the Highway whilst the Improvement Works are being carried out and for the Highway to be set by mechanical means at the end of each working day and at such other times during working hours as the Engineer shall (acting reasonably) require

- (ii) carry out or pay to be carried out such works as may reasonably be required from time to time by Statutory Undertakers and public utility companies or by the Engineer at the request of the Statutory Undertakers and public utility companies in relation to or in consequence of the construction of the Improvement Works
- (iii) ensure the lighting and signing of the Improvement Works comply with the provisions of Chapter 8 of the Traffic Signals Manual 1991 (published by the Department of Transport) or any amendment thereto or republication thereof
- (iv) during the period when the Improvement Works are being executed:-
 - (a) institute measures approved or reasonably required by the Engineer to maintain pedestrian and traffic flows on the highways in the vicinity of the Improvement Works with such temporary traffic management arrangements to be operated to the satisfaction of the Engineer; and
 - (b) request and be responsible for the cost and expense of any orders or notices statutorily required in connection therewith
- (v) ensure that all operations necessary for the execution of the Improvement Works shall insofar as this Agreement allows and is reasonably practicable be carried on so as not to interfere unnecessarily or improperly with the public convenience or the access to or use or occupation of public or private roads footways and footpaths

4. THIRD PARTY LIABILITY AND INSURANCE

- 4.1. PRIOR to the commencement of the said works (except in respect of any works preparatory thereto) as hereinafter described the Developer shall:
 - (a) submit in writing to the Council's Divisional Director of Highways, Transport and Parking (hereinafter called "the Engineer") such details as the Engineer shall reasonably require including references and third party liability insurances policies of all contractors and sub-contractors to be engaged on the said works by the said contractor or sub-contractor for the

approval of the Engineer which shall not be unreasonably withheld

- (b) submit in writing to the Engineer such further or revised drawings and specifications to those referred to in Clause 7 hereto and Schedule 1 hereto for his approval which shall not be unreasonably withheld and in any case his decision to approve or not approve should be given in writing within 10 working days from date the Engineer has confirmed that he has sufficient information
- (c) pay the Performance Bond to the Council

5. CONSTRUCTION OF THE WORKS

- 5.1. THE Developer shall so far as it may lawfully do so at its own expense construct and complete the roads footpaths sewers verges highways improvement works and all other necessary works (hereinafter referred to as "the Works") in the positions and to the extent shown on the Drawings and the Specifications mentioned in Schedule 1 hereto and the statutory provisions relating to new streets and to the satisfaction of the Council
- 5.2. THE Developer shall give fourteen days notice in writing to the Engineer of the actual date of commencement of the said Works or any stage thereof and shall commence the construction thereof to the reasonable satisfaction of the Engineer within a period of twelve months of the date hereof or within such longer period as may be allowed and specified in writing by the Engineer
- 5.3. THE Developer shall carry out the said Works with due regard for the apparatus of any statutory undertakers as may lie within the site thereof and shall ensure that no apparatus is damaged during the carrying out of the said works. The Developer having informed the relevant statutory undertaker of any works which may affect that undertaker's apparatus and obtained the approval of the statutory undertaker thereto shall at its own cost comply with the requirements notified to it by the undertaker concerned and shall provide the Council with satisfactory documentary evidence of the statutory undertaker's approval.

Further the Developer shall before connecting the said works with the carriageway of any existing highway give notice to the statutory undertaker for the time being of any service laid in upon or under such existing highway of the intention to make such connection as if it were mentioned in Section 84 of the New Roads and Streets Works Act 1991 and shall bear the cost of any works or measures deemed necessary by the statutory undertaker and the Works shall not be deemed to be completed until such cost has been paid by the Developer

6. PROGRESS OF THE WORKS

6.1. THE works shall not for the purpose of this Agreement be deemed to have been constructed until:

- (a) the Developer has complied with Clause 4 hereof
- (b) the said Works shall have been executed in a proper and workmanlike manner to the reasonable satisfaction of the Council as it might have required under Part XI of the Highways Act 1980 had the roads been streets which were not sewered levelled paved metalled flagged channelled made good and lighted to its reasonable satisfaction
- (c) the Developer has complied with such other reasonable and proper requirements of the Council as are issued in the course of construction of the said Works and
- (d) the usual pipes cables and other apparatus necessary for carrying the gas water electricity telephone lines and foul and storm water sewerage services have been laid in the said roads and connected to adjoining properties and to suitable mains or outfalls

7. ALTERATION OR VARIATION OF THE WORKS

7.1. THE Developer shall not without the previous consent in writing of the Council (such consent not to be unreasonably withheld or delayed) alter or vary any part of the said Works and (irrespective of whether the Works are altered or varied before or after the

execution of this Agreement) shall at its own cost provide the Council with seven copies of a drawing showing the said alterations or variations

8. INSPECTION AND TESTING

- 8.1. FOR the purposes of ensuring compliance with this Agreement the Developer shall to the extent it lawfully can allow and arrange for the Engineer and any person authorised by him to have free access to the Works and every part thereof at all reasonable times and permission to inspect the same and all materials and if so required by the Engineer so to do uncover or open up at the expense of the Developer any work or materials which the Engineer reasonable considers are not in accordance with the Drawings and Specifications mentioned in Schedule 1 hereto or which in the reasonable opinion of the Engineer are defective AND shall at the expense of the Developer re-execute any such work and substitute proper and suitable materials to the reasonable satisfaction of the Engineer

9. SAFEGUARDING WHILST WORKS IN PROGRESS

- 9.1. THE Developer shall carry out the said Works in such as way as will cause the minimum amount of disruption and inconvenience to users of the highways and in particular but without prejudice to the generality of the foregoing the Developer shall make provision at the site of the said Works to limit insofar as is practicable the amount of mud dust and other materials carried on the adjacent public highways by vehicles and plant engaged in the Works and the Developer shall at all times comply with the reasonable directions of the Engineer concerning the removal of mud and dust therefrom
- 9.2. THE Developer shall ensure that any obstructions or sources of danger caused by the carrying out of the said Works are properly safeguarded and during the hours of darkness or poor visibility are adequately illuminated and for the avoidance of doubt the Developer shall ensure the continuity of street lighting is maintained and provided to an adequate level of illumination on the operational/accessible areas of the highway to the reasonable satisfaction of the Engineer

9.3. THE Developer shall comply with the reasonable requirements of the Council Police or other traffic authorities in the implementation of any traffic management measures that may be necessitated by the said Works

9.4. PRIOR to the issue of a Provisional Certificate under Clause 10 hereof the Developer shall ensure that any lengths or parts of the roads which are in use by the public including the residents of any properties adjoining those lengths shall be maintained in a safe and clean condition free from mud and other obstructions

10. COMPLETION OF THE WORKS

10.1. UPON the completion of the construction of the said Works in accordance with the preceding clauses hereof to the reasonable satisfaction of the Engineer he shall issue a Provisional Certificate on behalf of the Council to that effect which certificate shall not be unreasonably withheld or delayed

11. MAINTENANCE PERIOD

11.1. IF during the period of twelve months after the date of the Provisional Certificate (hereinafter called "the Maintenance Period") any defect or damage shall arise or occur in the said Works, the Developer shall at its own expense and within three months after such defect or damage shall arise or occur, commence and diligently proceed to make the same good to the reasonable satisfaction of the Engineer

12. FINAL CERTIFICATE

12.1. IF at the end of the Maintenance Period defined in Clause 11 hereof and upon satisfaction of the proviso therein contained the Engineer shall be reasonably satisfied that the Developer has made good any defects or damages as therein provided and the said Works have been properly maintained and repaired to his reasonable satisfaction he shall issue a Final Certificate of completion (not to be unreasonably withheld or delayed) and thereupon:

(a) the Roads shall forthwith become highways maintainable at the public expense

- 12.2. On issue of the Final Certificate under clause 12.1, the Council shall repay the Bond, or any part of the Performance Bond that remains unspent, to the Developer

13. STREET LIGHTING AND CLEANSING

- 13.1. FROM the date of the Provisional Certificate the Council shall become responsible for the running costs of the street lighting installation and for the cleansing of the said roads but without prejudice to the Developer's obligation to make good any defect or damage in accordance with Clause 11 hereof or any other obligation under this Agreement

14. OCCUPATION OF ADJOINING PROPERTIES PRIOR TO COMPLETION OF WORKS

- 14.1. THE Developer shall not complete the erection of any of the buildings which are by planing permission granted under the Town and Country Planning Act 1990 permitted to be erected along any length of the roads nor allow such property to be occupied until all of the Works under Clauses 5 and 6 hereof with the exception of the wearing course surfacing to the carriageways and footways and planting for that length have been completed and the Engineer has notified the Developer in writing that he is satisfied that the length is fit for public use. No length of the roads shall be considered fit for public use unless it is connected to either an existing highway maintainable at public expense or unbroken lengths of highway completed as defined in this clause

15. WORKS IN DEFAULT

- 15.1. IF the Developer shall fail to execute the Works in accordance with Clauses 5 to 14 hereof the Council shall be entitled to execute or complete the said Works by its own employees or by contract or in such manner as it thinks fit and to use the Bond for the purpose of executing those works.
- 15.2. If the Bond does not cover the cost of any works under clause 15.1, then the Council shall be entitled to recover the reasonable cost thereof from the Developer together with design and supervision fees as certified by the Engineer and the Developer shall permit the Council to have access to the land for this purpose

16. PART COMPLETION OF WORKS

16.1. THE Engineer may at his discretion issue a Provisional Certificate and Final Certificate under Clauses 10 and 12 hereof in respect of any section or sections only of the roads as shall from time to time be completed and thereupon the provisions of Clause 12 hereof shall have effect so far as the said section or sections are concerned provided that the liability of the Developer to complete the roads under this Agreement shall not be affected by the exercise of the powers under this Clause except insofar as that liability has been discharged in respect of any section or sections of the said roads by virtue of this Clause

17. WAIVER

17.1. NOTHING in this Agreement shall:

- (a) prevent or restrict the exercise by the Council of its powers under Part XI of the Highways Act 1980 or any other statutory powers except that this Agreement is intended to be such an Agreement as is mentioned in Section 219 of the said Act
- (b) imply any obligation on the part of the Council to the Developer or to any person to ensure that the said Works are properly constructed

18. DETERMINATION OF AGREEMENT

18.1. IF the Developer shall fail to perform or observe any of the conditions on its part herein contained or go into liquidation voluntarily or otherwise (except for the purpose of reconstruction) or shall execute a Deed of Assignment for the benefit of or otherwise compound with its creditors the Council may without prejudice to its other rights remedies and powers by notice in writing to the Developer determine this Agreement and upon such notice being served this Agreement shall forthwith determine and the powers of the Council shall be as if this Agreement had never been executed

19. INDEMNITY

19.1. THE Developer will indemnify and keep indemnified the Council against all actions costs claims and demands which may be made against it in connection with the construction and

adoption of the said Works and the Council shall not be liable for loss damage or injury which may be sustained by the Developer as a result of insufficient or faulty supervision of the works nor shall the Developer be absolved thereby from any liability or obligation made under the terms of this Agreement. In particular the Developer shall at all times during the carrying out of the said Works maintain adequate insurance cover to protect members of the public and indemnify the Council from and against all actions claims losses and expenses incurred or arising out of or in consequence of the carrying out or maintenance by the Developer its agents contractors and sub-contractors of the said Works

- 19.2. The Council shall not make any admission of liability agreement or compromise nor to settle any claim action or remedy without the consent in writing of the Developer

20. LDA COVENANT

- 20.1. The Developer covenants separately with the GLA to perform its obligations under this Agreement and to indemnify the GLA from any losses, claims, actions or expenses as a result of its failure to perform its obligations under this Agreement.

- 20.2. The GLA shall:

- 20.2.1. Notify the Developer within 5 working days of receipt of any claims made against the GLA pursuant to this Deed;
- 20.2.2. Not to make any admission of liability agreement or compromise nor to settle any claim action or remedy without the consent in writing of the Developer (such consent not to be unreasonably withheld or delayed); and
- 20.2.3. Defend and take such action as the Developer may reasonably require against any claim action or proceedings pursuant to this Deed and to provide such information as the Developer may require in relation to such defence or other action.

21. NON VARIATION OF PRINCIPLE DEVELOPMENT AGREEMENT

21.1 It is hereby acknowledged by the Developer and the GLA that the Conditional Agreement dated 8 December 2004 made between (1) London Development Agency (2) Barratt Homes Limited and Taylor Woodrow Developments Limited (as subsequently varied on 12 February 2010) is not varied or the parties' rights or obligations affected by either party entering into this Deed.

22. NOTICES

22.1. ANY notice to be served on the Council shall be delivered or posted to the Chief Executive at Newham Town Hall Barking Road East Ham London E6 2RP and any notice to be served on the Developer and the Guarantor may be delivered or posted to their respective last known registered or head office or place of business

23. COSTS OF THE AGREEMENT

23.1. THE Developer shall pay to the Council on demand such reasonable expenses as may be or have been properly incurred by the Council in respect of: (a) the supervision of the said Works by the officers employees or agents of the Council; (b) supplying and erecting any agreed road traffic signs indicating routes to the site(s) of the said Works; (c) the preparation publication and making of any necessary temporary and permanent traffic management orders in accordance with the provisions of the Road Traffic Regulations Act 1984 (as amended)

23.2. The Developer shall pay £3,000 to the Council's legal costs incurred in the preparation and negotiation of this Agreement.

23.3. The Council's reasonable administrative consultation engineering and inspection costs amounting to £21,600 plus VAT on completion of this Agreement

24. TERMINATION

24.1. THIS Agreement may be determined summarily by the Council at any time by notice in writing to the Developer if the Developer shall have offered or given or agreed to give any

person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement or any other Agreement or contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement or contract with the Council or if the like acts shall have been done by any person employed by or acting on behalf of the Developer whether with or without the knowledge of the Developer thereof or if in relation to any Agreement or contract with the Council the Developer or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 or under any Act or Acts which may be subsequently passed to amend or replace the same

- 24.2. ON the determination of this Agreement the Council shall have the right to recover from the Developer or to deduct from or set off against any amount due to the Developer the amount of damage suffered and/or loss and expense incurred by the Council by reason of the determination of this Agreement

25. UNSAFE WORKS

- 25.1. IF the Council considers that any of the Works are in such a condition as to constitute a danger to the public it may without notice to the Developer carry out such works as are required to make safe and to recover the costs thereof from the Developer

26. PERFORMANCE BOND

- 26.1. **AS A GUARANTEE** for the due performance of the terms and conditions hereof the Developer shall deposit a Performance Bond in the sum of £15,000 (Fifteen thousand Pounds only) with the Engineer
- 26.2. Should the Developer default in any way in the execution of the Improvement Works in accordance with the terms of this Agreement then the Council may itself carry out and

complete the Improvement Works together with any necessary temporary traffic management and safety works and use so much of the Performance Bond as is reasonably necessary for that purpose

- 26.3. The Performance Bond shall be released in full upon issue of the Final Certificate and no other evidence thereof shall be required

27. DISPUTES

- 27.1. Any dispute or difference or question between the parties in relation to this Agreement shall be determined by a single independent arbitrator in accordance with the Arbitration Act 1996 ("the Arbitrator")

- 27.2. The Arbitrator shall be appointed at the request of any of the parties by or on behalf of the President for the time being of the Institution of Civil Engineers

- 27.3. The decision of the Arbitrator shall be final and binding on the parties and the costs of arbitration shall be borne as the Arbitrator may determine

28. THIRD PARTY RIGHTS

- 28.1. It is further agreed and declared that nothing herein contained or implicit shall give or be construed as giving any rights privileges powers or enforceability other than to the specific parties executing this document and their successors (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

29. STOPPING-UP OF ADJOINING HIGHWAY

- 29.1. The Developer shall as a consequence of entering into this Agreement use his best endeavours to secure the stopping-up of any redundant parts of the public highway adjoining or adjacent to the Improvement Works or such dedicated rights of way as referred to in Clause 2.2 and shall at his own expense be responsible for and secure those parts as are stopped-up

against fly-tipping and shall bear such costs as may arise in the usual course of his occupation of those parts as are stopped-up until such time as he obtains ownership of those parts

IN WITNESS whereof this Agreement has been executed as a Deed by the parties hereto and

delivered the day and year first before written

THE COMMON SEAL OF THE MAYOR AND)
BURGESSES OF THE LONDON BOROUGH)
OF NEWHAM was hereunto affixed in the)
presence of:-)

Authorised Signatory

Executed as a deed by)

Stephen Thompson)
and)

Kevin Wotherspoon)
acting as attorneys for and on behalf of BDW TRADING)
LIMITED in the presence of:)

Witness signature.....

Name.....

Address.....
Central House
32-66 High Street
Stratford
E15 2PF
Secretary

Executed as a deed by NATIONAL HOUSE)
BUILDING COUNCIL acting by:)

Director

Director/Secretary

AUTHORISED SIGNATORY

Executed

Signed as a deed by)
GLA LAND AND PROPERTY LIMITED)
acting by: a director)

Authorised Signatory in the presence of:

Witness signature: X
name : X
address: X CITY HALL, LONDON, SE2 2AA

SCHEDULE 1

Drawings/Specifications

Scheme Name: Construction of roads footpaths sewers verges highways improvement of works and associated works on land at **North Woolwich Road, Silvertown, London, E16**

185741-OS-010 Rev C **General Arrangement North Woolwich Access Road**

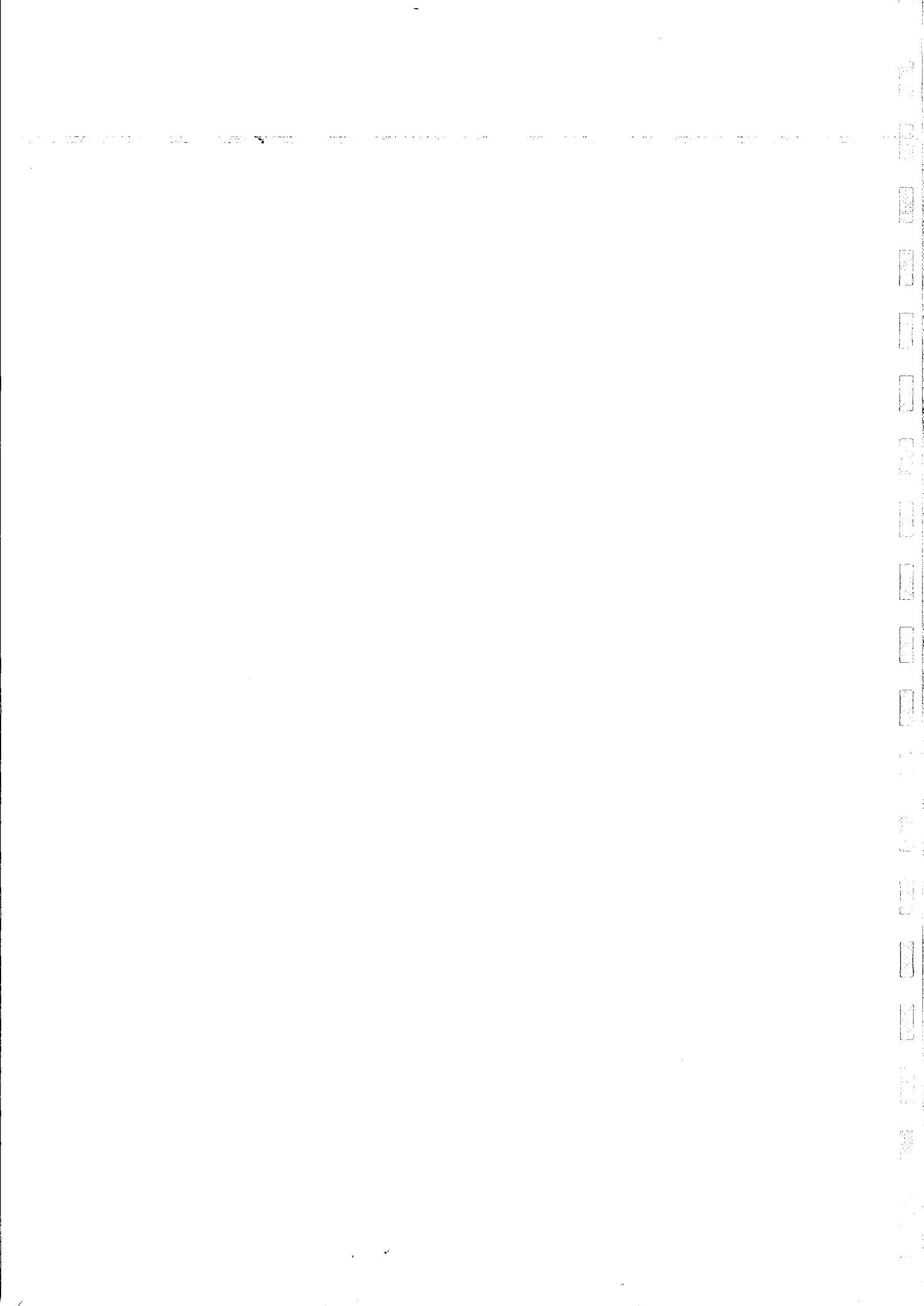
185741-OS-011 **Standard Details North Woolwich Access Road**

DTO/SIG/C/015C **Chamber Type 3, Footway Multi-ducted**

185741-OS-012 **Extent of Section 278 and Section 38**

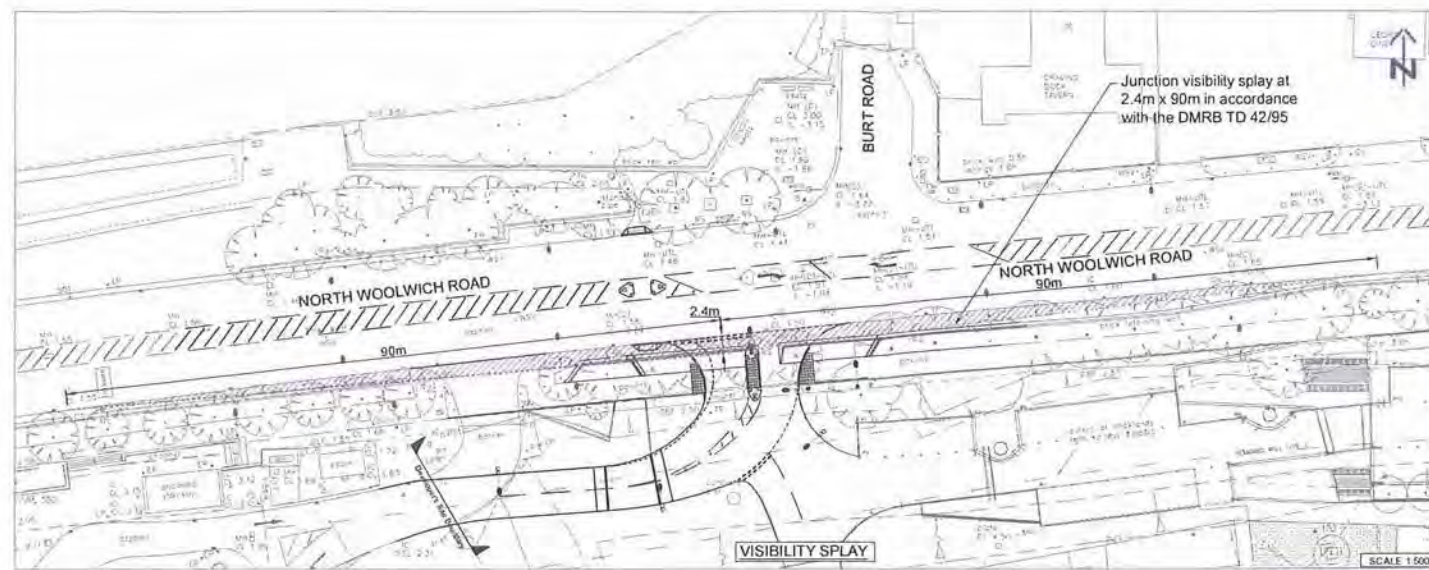
and or such updated or revised drawings as may be agreed with the Engineer.

1. Specification for Highway Works published by HMSO in Volume 1 of the Manual of Contract Documents for Highways Works or such other equivalent as agreed with the Engineer
2. Design Manual for Roads and Bridges published by HMSO or such other equivalent agreed with the Engineer

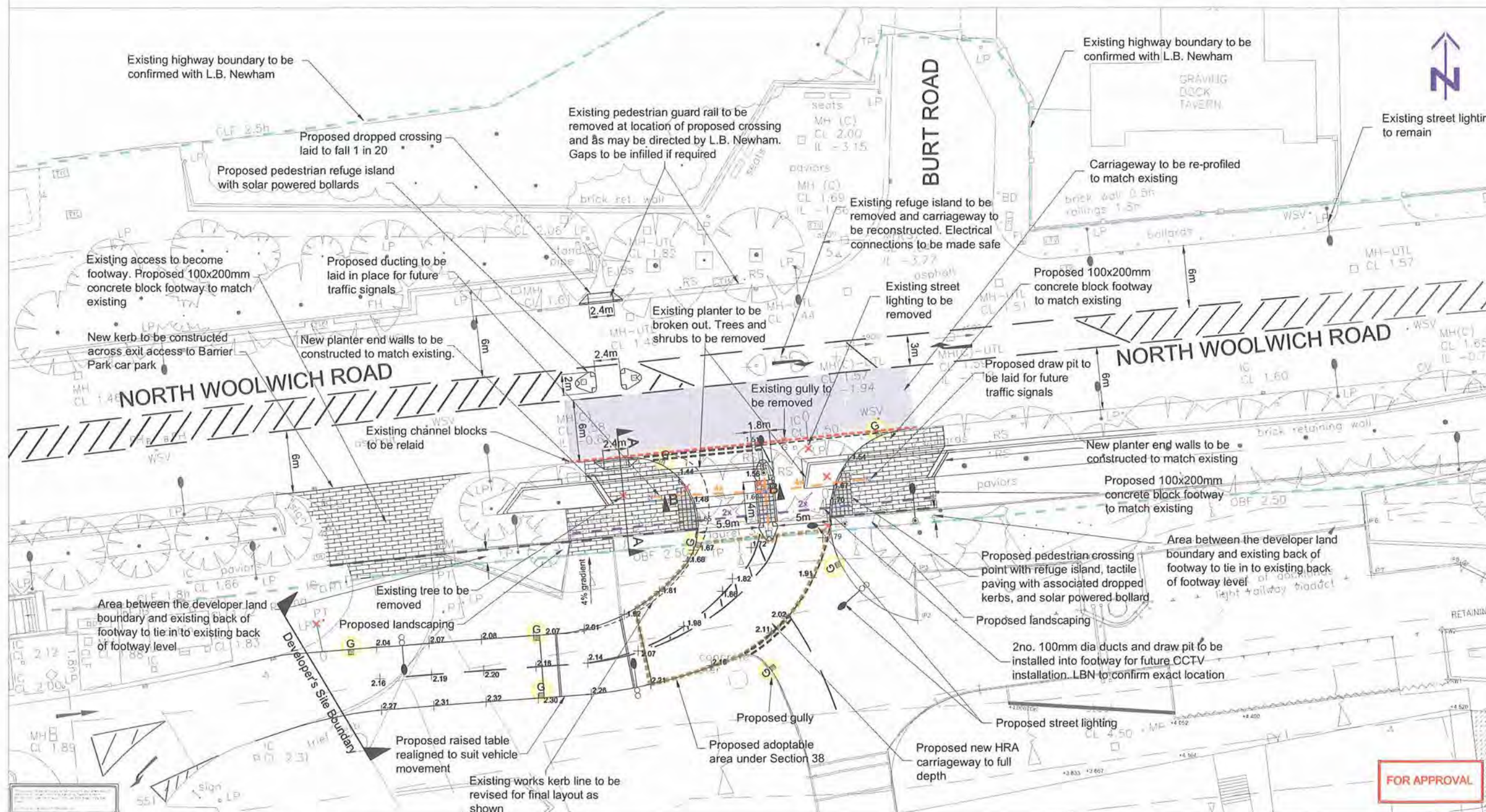




Drawing Title LAND OWNERSHIP AND DEDICATION PLAN	Client BARRATT EAST LONDON	20 Eastbourne Terrace London W2 6LG		Scale: 1:250 @ A2		Rev	Date	Amendment	Des.	Dm.
	Job Title BARRIER PARK EAST SECTION 278 WORKS	T 020 7053 1300 F 020 7053 1301 www.cbuchanan.co.uk		Designed by: HES						



Handwritten signature/initials



Notes:

- All dimensions are in metres unless otherwise stated
- Do not scale from the drawing
- All works are subject to the prior approval of the highway authority, London Borough of Newham
- This drawing is to be read in conjunction with Standard Detail Drawing 185741-OS-011
- Traffic Management measures to be utilised during construction are to be agreed with the Police and Highway Authorities including Transport for London and London Buses prior to work commencing on site. Sufficient lead in period is to be allowed for the making and publishing of any temporary traffic management orders required
- A kerb face of 125mm shall be provided unless otherwise stated
- Carriageway materials and footway paving shall be subject to the requirements of the London Borough of Newham and the Design Guide for Borough Roads
- All traffic signs and road markings shall be in accordance with the Traffic Regulations and General Directions 2002 and relevant Chapters of the Traffic Signs Manual
- All traffic signs and road markings shall be in accordance with the Traffic Regulations and General Directions 2002 and relevant Chapters of the Traffic Signs Manual
- The recommended vertical clearance to traffic signs in pedestrian only footways is 2300mm (absolute minimum 2100mm). This may be increased to discourage vandalism. A clearance of 2500 mm minimum is required to the underside of signs where cyclist can cycle beneath them
- Due consideration shall be given to trees or other street furniture that may obscure the sign face. Signs shall not be placed in visibility splays or other locations that may result in an injury or accident.
- All road markings shall be screed applied thermoplastic material with performance characteristics generally in accordance with BS EN1436
- All yellow road markings shall be BS309-canary yellow
- Waiting restrictions to be no parking at any time unless otherwise stated (Extent to be agreed with the London Borough of Newham)
- Where reinstatements cut through existing road markings, said markings should be reinstated
- The minimum clearance to traffic of any item of street furniture shall be an absolute minimum of 450mm
- The minimum clearance to traffic of any lighting column shall be 650mm nominal, except otherwise stated
- Location of street furniture shall be as generally shown. Exact locations shall be agreed with the Engineer on site prior to preparation of excavation/foundations and erection
- All lighting columns are to comply with BS EN 40
- Replaced lighting output to be of similar output to existing
- All utility covers and frames affected by the works shall be adjusted to suit
- Where trim lines are within 250mm of kerbs, road edges, manhole/utility covers or other reinstatements, line to be trimmed to include that feature. Surface course only unless sub layers have been damaged. Saw cut to give good vertical edges. All edges to be trimmed and squared off
- Where trees are present, and are to remain on site, a tree precautionary area shall be set at an area equal to the radius, calculated by the girth of the tree at chest height times 4
- Where excavation takes place within the tree precautionary area only hand dig is permitted. Avoid damage to fine roots and avoid cutting roots over 25mm diameter. Prune, where necessary, using hand saw or secateurs making a clean cut and as small a wound as possible
- Where reinstatement takes place within the tree precautionary area, voids around the roots must be back filled with inert granular materials mixed with topsoil or sharp sand. If present, any root barrier shall be reinstated to its original condition. The use of heavy mechanical plant should be avoided

C	09/11	Minor amendments to layout	HEB	HEB
E	01/11	Signal location changed to properly functioning	HEB	HEB
A	10/10	Revised layout and dimensions	HEB	HEB
Rev	Date	Amendment	By	Chk

20 Eastbourne Terrace
W2 6LG
1 020 7053 1300
F 020 7053 1301
www.ebconstruction.co.uk

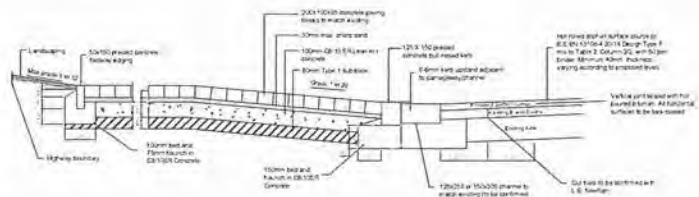
Client: **BARRATT EAST LONDON**

Job Title: **BARRIER PARK EAST SECTION 278 WORKS**

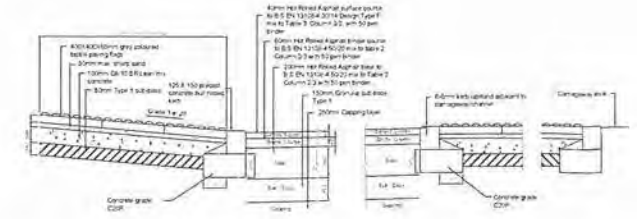
Drawing Title: **GENERAL ARRANGEMENT NORTH WOOLWICH ROAD ACCESS**

Des.	Dim.	Chkd.	Appd.	Job No.	First Issued	Scale
H.E.B.	J.L.	CP	CP	185741-01-1	NOV'10	1:200@A1
Dwg No.	185741-OS-010					Rev.
						C

FOR APPROVAL



SECTION A-A
(See drawing 155741-05-010)



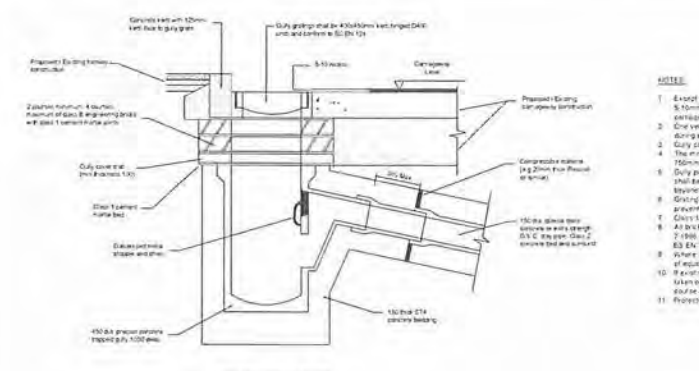
SECTION B-B
(See drawing 155741-05-010)

NOTES

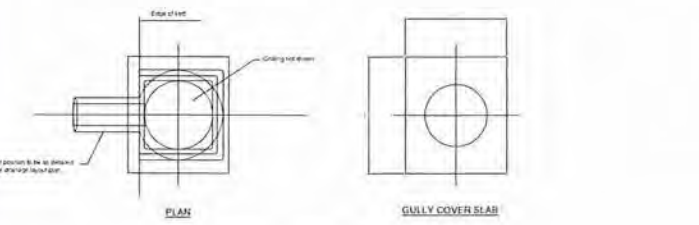
1. Traffic signs to be used in accordance with BS EN 12899-1.
2. The signs to be used shall be in accordance with BS EN 12899-1.
3. The signs to be used shall be in accordance with BS EN 12899-1.
4. The signs to be used shall be in accordance with BS EN 12899-1.

Existing Average CBV Value	100
Sub-base Thickness	150mm
Coping Layer Thickness	250mm

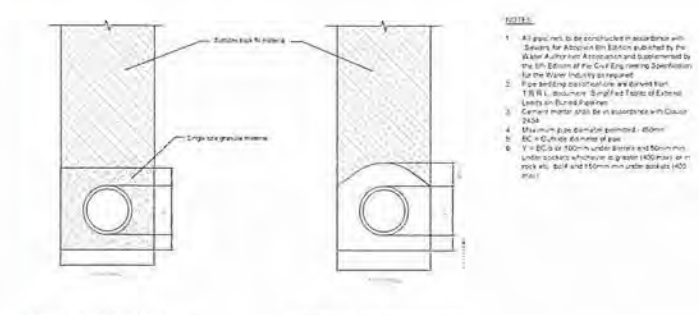
FOUNDATION CONSTRUCTION



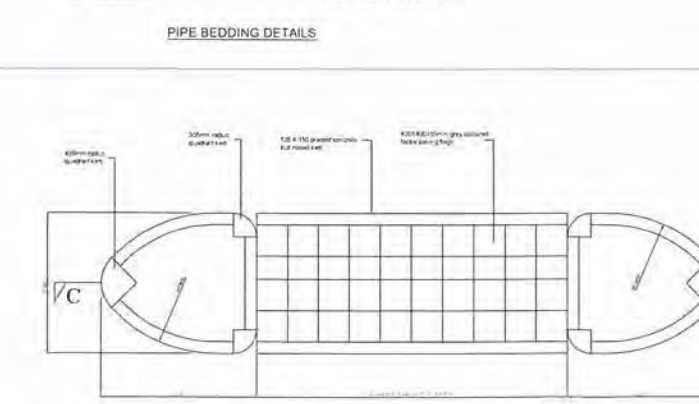
PRECAST GULLY DETAIL



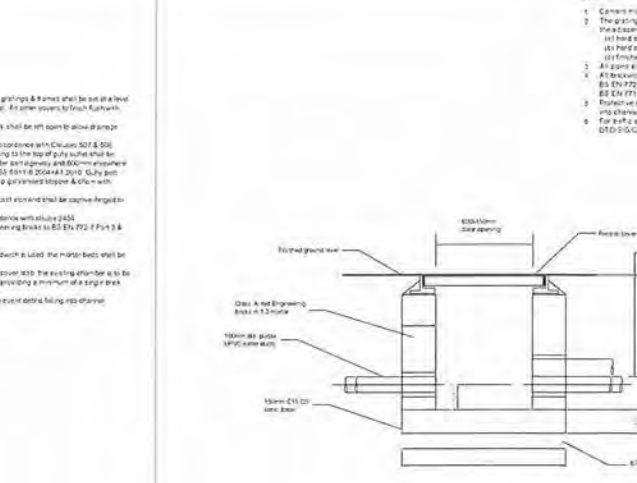
GULLY AND GRATING COVER DETAILS



PIPE BEDDING DETAILS



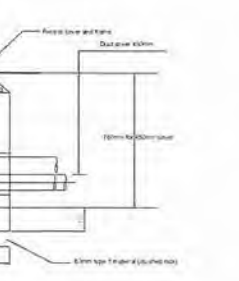
TYPICAL PEDESTRIAN REFUGE ISLAND DETAIL



L.B. NEWHAM TYPICAL DRAW PIT DETAIL
(Data is provided by the London Borough of Newham)

NOTES

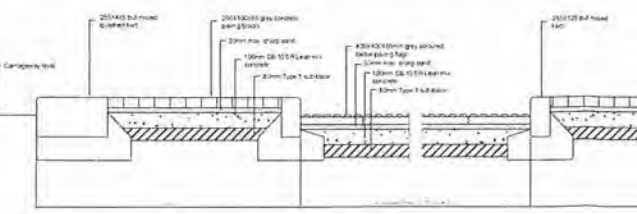
1. The position of the pit shall be in accordance with BS EN 12899-1.
2. The signs to be used shall be in accordance with BS EN 12899-1.
3. The signs to be used shall be in accordance with BS EN 12899-1.
4. The signs to be used shall be in accordance with BS EN 12899-1.



SOLAR POWERED LED INTERNALLY ILLUMINATED ROLL-UP
(Please Refer to T10 or similar)

NOTES

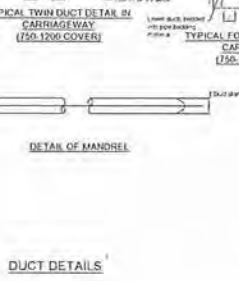
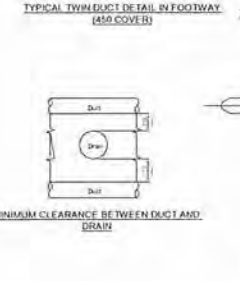
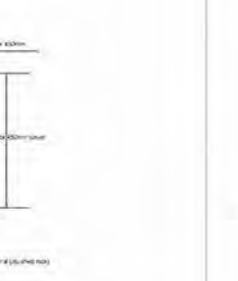
1. Traffic signs to be used in accordance with BS EN 12899-1.
2. The signs to be used shall be in accordance with BS EN 12899-1.
3. The signs to be used shall be in accordance with BS EN 12899-1.
4. The signs to be used shall be in accordance with BS EN 12899-1.



SECTION C-C

NOTES

1. The position of the pit shall be in accordance with BS EN 12899-1.
2. The signs to be used shall be in accordance with BS EN 12899-1.
3. The signs to be used shall be in accordance with BS EN 12899-1.
4. The signs to be used shall be in accordance with BS EN 12899-1.



DUCT DETAILS

NOTES

1. The position of the pit shall be in accordance with BS EN 12899-1.
2. The signs to be used shall be in accordance with BS EN 12899-1.
3. The signs to be used shall be in accordance with BS EN 12899-1.
4. The signs to be used shall be in accordance with BS EN 12899-1.



TABLE 1: NOMINAL DIMENSIONS FOR STANDARD COLLARS

COLLAR HEIGHT (mm)	NOMINAL HEIGHT (mm)	COLLAR WIDTH (mm)	COLLAR DEPTH (mm)	COLLAR THICKNESS (mm)	COLLAR RADIUS (mm)	COLLAR WEIGHT (kg)
100	100	100	100	100	100	100
150	150	150	150	150	150	150
200	200	200	200	200	200	200
250	250	250	250	250	250	250
300	300	300	300	300	300	300

TABLE 2: PLANTING DETAILS

Column Height (mm)	Planting Depth (mm)	Planting Width (mm)	Planting Depth (mm)	Planting Width (mm)
100	100	100	100	100
150	150	150	150	150
200	200	200	200	200
250	250	250	250	250
300	300	300	300	300

TABLE 3: GUT TYPES

Gut Type	Factor G	BS EN 12899-1
G100	100	BS EN 12899-1
G150	150	BS EN 12899-1
G200	200	BS EN 12899-1
G250	250	BS EN 12899-1
G300	300	BS EN 12899-1

TABLE 4: NOMINAL DIMENSIONS FOR COMBINED TRAFFIC SIGNAL LIGHTING COLUMNS

COMPARTMENT TYPE	HEIGHT (mm)	WIDTH (mm)	DEPTH (mm)	THICKNESS (mm)	RADIUS (mm)	WEIGHT (kg)
UPPER LIGHTING	100	100	100	100	100	100
LOWER LIGHTING	150	150	150	150	150	150

STREET LIGHTING COLUMN DETAILS

GENERAL NOTES

1. All dimensions are in millimetres unless otherwise stated.
2. Clause numbers refer to the Department of Transport's Specification for Highway Works.
3. This drawing shall be to Clause 2002.
4. All concrete & concrete products shall include sulphate resisting Portland Cement to BS EN 12527.
5. Sand shall be naturally occurring and will comply with BS EN 12527.
6. All works to be approved by the Highway Authority.
7. London Borough of Newham Design Guide to apply on-site.

REVISIONS

No.	Date	Description	By	Chk
1	15/05/2011	Issue for tender	MD	MD

APPROVED

MD

MD. HALL

CLIMATE

BARRATT EAST LONDON

Job Title

BARRIER PARK EAST SECTION 278 WORKS

Drawing Title

NORTH WOOLWICH ROAD ACCESS STANDARD DETAILS

155741-OS-011



M. J. L. L.
[Signature]
[Signature]

FOR APPROVAL

Rev	Date	Amendment	Des	Dm
20 Eastbourne Terrace London W2 6LG T 020 7053 1300 F 020 7053 1301 www.cbuchanan.co.uk				
				
Client				
BARRATT EAST LONDON				
Job Title				
BARRIER PARK EAST SECTION 278 WORKS				
Drawing Title				
EXTENT OF SECTION 278 AND SECTION 38				
Des:	Dm:	Chkd:	Appd:	Job No:
HES:	HES:	CP:	SAC:	18574-01-1
First Issued:		MAR '11		1:200@A1
Rev:				
185741-OS-012				

450

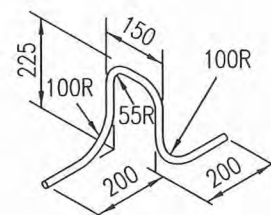
15 TO 25

15

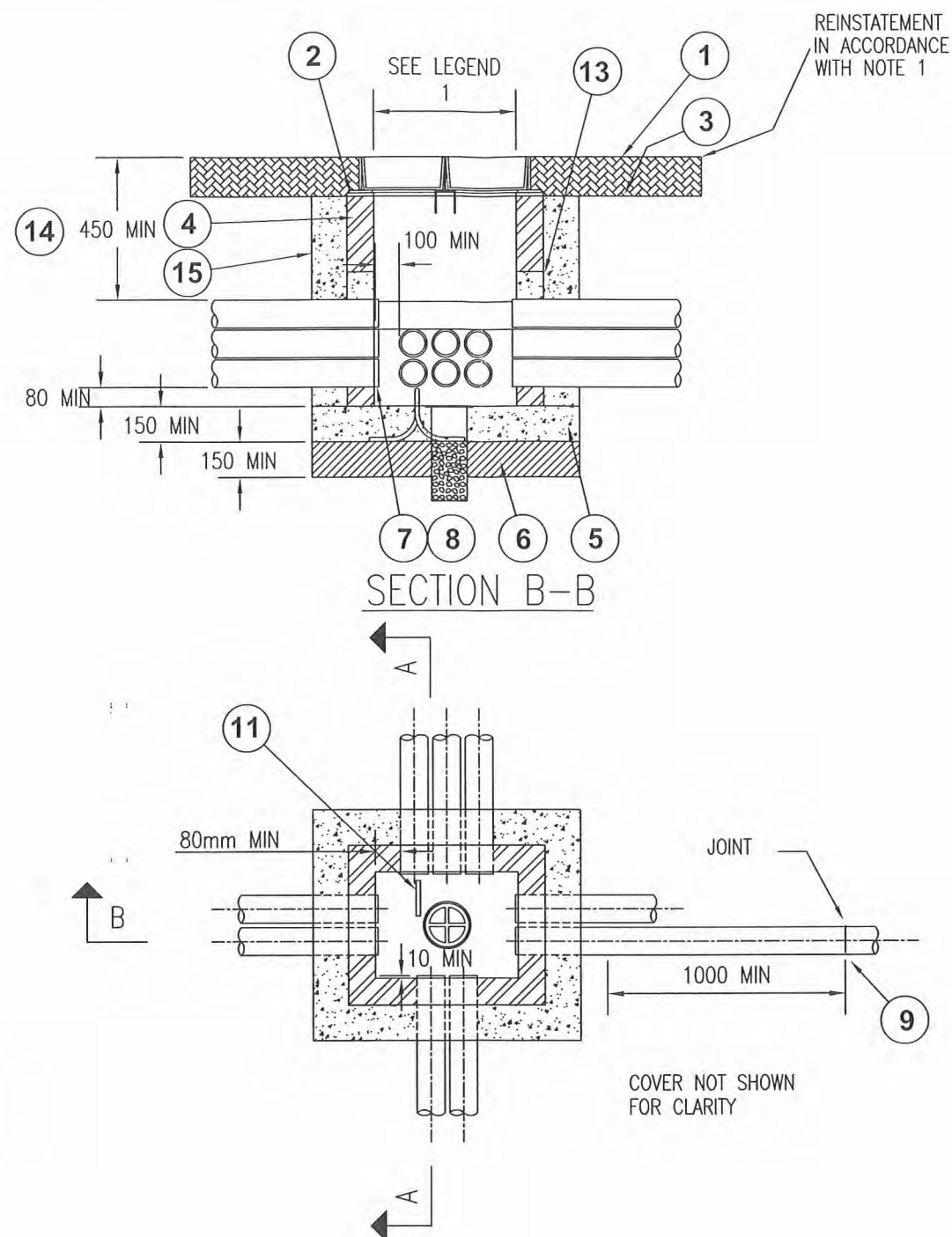
10

12

SECTION A-A



(NOT TO SCALE
ONLY TO BE INSTALLED WHEN DIRECTED BY
THE PROJECT ENGINEER)



1. COVER AND FRAME TO BSEN124 1994 (WITH 1995 AMENDMENT)
CLASS: B125 / C250 AS SPECIFIED BY THE ENGINEER, OPENING
1220x600mm 450x600mm OR 600x600mm DEPENDING UPON NUMBER
OF DUCTS & CHAMBERS REQUIRED. TO BE AGREED WITH THE ENGINEER.
LIFT AND SLIDE IN UNITS OF 300mm WIDE WITH INTERNAL SUPPORTS,
INFILLTYPE TO BE 75mm IN DEPTH. IF REQUIRED THERE IS A
STANDARD 600x450 COVER WHICH CAN BE USED
COVER CLEARLY DURABLY MARKED WITH:
 - (i) MANUFACTURER'S MARK,
 - (ii) MARK OF THE CERTIFICATION BODY,
 - (iii) LEGEND ("TIL STREETS").
 - (iv) CLASS B125 / C250 (WHICH EVER IS USED)SEATING ACCOMMODATION/FITTINGS TO BE PROVIDED FOR THE
STEEL SAFETY GRILLES.
COVER MAY BE SINGLE OR IN TWO HALVES WITH A REINFORCED
CONCRETE (PRE-STRESSED) SUPPORTING LINTEL
2. FRAME TO BE BEDDED ON 15mm MINIMUM CLASS 2A MORTAR.
3. NOT USED

4. 113mm THICK CLASS B ENGINEERING BRICKS TO B3921 CONSTRUCTED IN ACCORDANCE TO BS 5628 PART 3 SET IN CLASS 2A MORTAR. THE BRICKS SHALL BE CONSTRUCTED IN STRETCHER BOND WITH FLUSH FINISHED JOINTS.
5. 150mm C20 CONCRETE SLAB WITH SULPHATE RESISTING CEMENT. TO BE SCREED TO ALLOW WATER TO DRAIN TO SUMP.
6. 150mm OF SUB-BASE - CLASS A GRANULAR BACKFILL TO NRSWA ACOP.
7. DUCTS TO EXTEND INTO THE DRAWPIT BY 10mm AND TO ENTER PARALLEL TO THE DRAWPIT BASE AND ADJACENT WALL.
8. DUCT ENTRY TO BE 80mm CLEAR OF ADJACENT WALLS AND BASE.
9. JOINT OR COUPLER, MINIMUM OF 1000mm FROM DRAWPIT.
10. INTERSTICES BETWEEN THE DUCTS TO BE FILLED WITH CLASS 2A MORTAR AND BE BETWEEN 15mm AND 25mm WIDE.
11. T20 ANCHOR IRON SECURED IN THE BASE FOUNDATION WITH THE TOP OF THE IRON BELOW THE BOTTOM EDGE OF THE DUCTS AND 50mm (CLEARANCE BETWEEN THE BOTTOM OF THE ANCHOR AND THE CONCRETE BASE. TO BE ADVISED BY THE ENGINEER.
12. 150mm DIAMETER SUMP, 400mm DEEP, FILLED TO A DEPTH OF 250mm WITH PEA SHINGLE AND FITTED WITH A 200mm RECESSED DRAIN, REMOVEABLE GRATING AND FRAME (CIRCULAR OR SQUARE). TO BE ADVISED BY THE ENGINEER PRIOR TO CONSTRUCTION
13. PRECAST CONCRETE LINTEL OVER TOP OF DUCTS WITH 100mm MINIMUM BEARING ALLOWED AT EACH END. REQUIRED WHEN TWO OR MORE DUCTS ARE USED.
14. DEPTH OF DRAWPIT TO BE DECREASED IF EXISTING BURIED STRUCTURES/ SERVICES DICTATE.
15. 150mm C20 CONCRETE SURROUND TO EXTEND TO OVERBREAK.

1. ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH NRSWA ACOP'S (HAUC CODE) C
2. ALL DIMENSIONS ARE IN mm.
3. DRAWPITS ARE TO BE POSITIONED CLEAR OF ALL SERVICES.
4. NO TRAFFIC TO BE ALLOWED TO PASS OVER THE DRAWPIT FOR A MINIMUM OF TWO DAYS AFTER COMPLETION OF THE WORK. UNLESS OTHERWISE DIRECTED BY THE ENGINEER
5. DUCTS ARE TO BE UPVC ORANGE IN COLOUR, RIGID SMOOTH BORED, UNLESS OTHERWISE STATED.(BLACK FOR ELECTRICAL SUPPLY)
6. CEMENT TO BS4027 UNLESS OTHERWISE SPECIFIED BY THE ENGINEER
7. IF DRAWPIT POSITION CANNOT ELIMINATE OTHER SERVICES THEN THEY ARE TO BE BENCHED WITH SINGLE SKIN OF BRICKWORK AND COVERED COVERED WITH A STEEL PLATE WITH A CAPPING OF C20 AND MARKED WITH APPROPRIATE SERVICE BELOW.
8. TO BE READ IN CONJUNCTION WITH THE SCHEME LAYOUT DRAWINGS.
9. ALL ALTERNATE FORMS OF CONSTRUCTION OF DRAWPITS TO BE AGREED AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
10. EXISTING BRICKWORK TO BE CORED IF ADDITIONAL DUCTS ARE REQUIRED AFTER COMPLETION OF THE CHAMBER.

Transport for London Street Management	Traffic Technology Services Windsor House 42-50 Victoria Street LONDON SW1H 0TL Telephone 020 7343 5000
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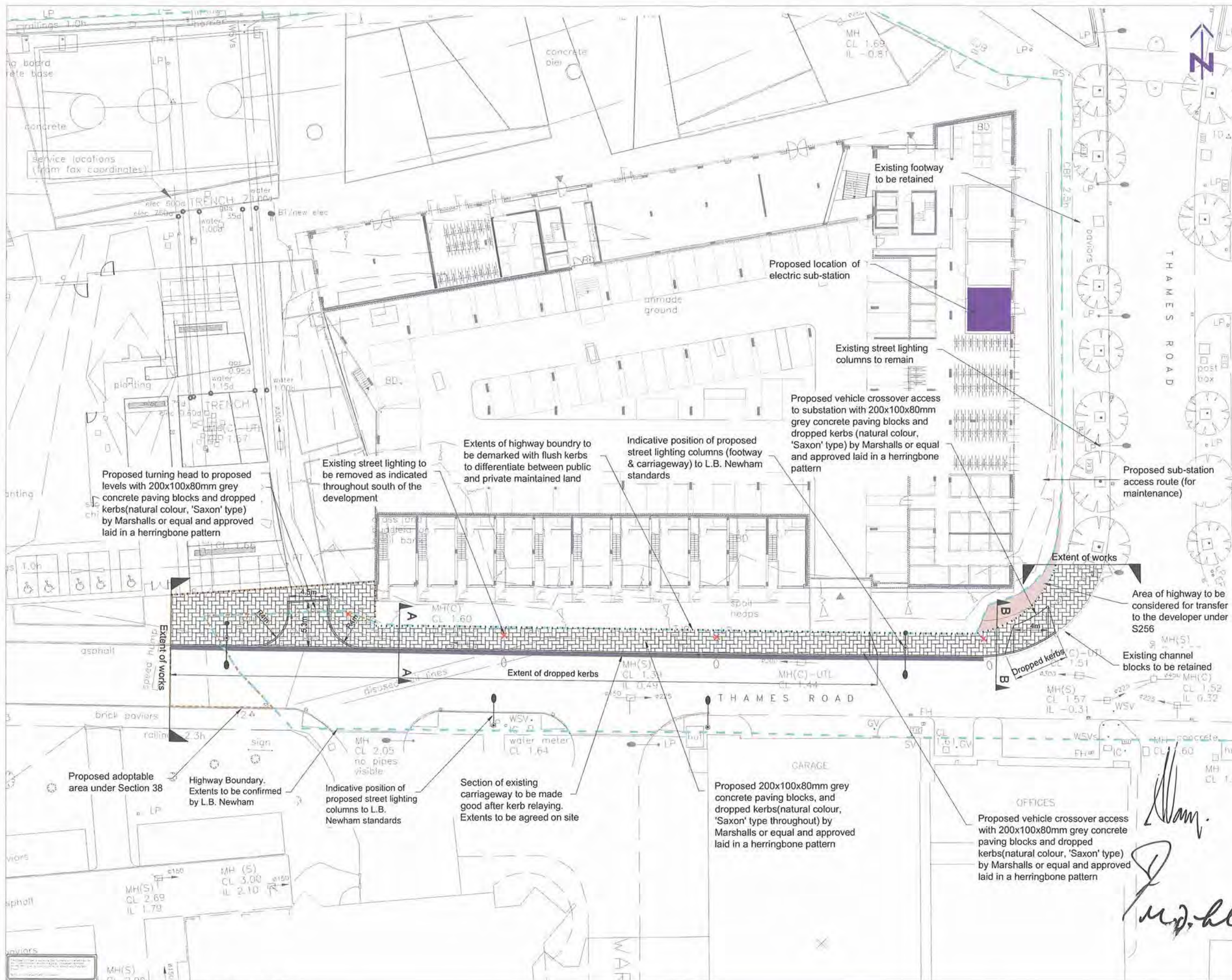
CHAMBER TYPE 3B
FOOTWAY
MULTI-DUCTED

date May '06

scale NTS

No. DTO/SIG/C/015C

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Notes:

- All dimensions are in metres unless otherwise stated.
- Do not scale from the drawing.
- All works are subject to the prior approval of the highway authority, London Borough of Newham.
- This drawing is to be read in conjunction with Standard Detail Drawing 185741-OS-102.
- Traffic Management measures to be utilised during construction are to be agreed with the Police and Highway Authorities prior to work commencing on site. Sufficient lead in period is to be allowed for the making and publishing of any temporary traffic management orders required.
- A kerb face of 125mm shall be provided unless otherwise stated.
- Carriageway materials and footway paving shall be subject to the requirements of the London Borough of Newham and the Design Guide for Borough Roads.
- All traffic signs and road markings shall be in accordance with the Traffic Regulations and General Directions 2002 and relevant Chapters of the Traffic Signs Manual.
- The recommended vertical clearance to traffic signs in pedestrian only footways is 2300mm (absolute minimum 2100mm). This may be increased to discourage vandalism. A clearance of 2500 mm minimum is required to the underside of signs where cyclist can cycle beneath them.
- Due consideration shall be given to trees or other street furniture that may obscure the sign face. Signs shall not be placed in visibility splays or other locations that may result in an injury or accident.
- All road markings shall be covered applied thermoplastic material with performance characteristics generally in accordance with BS EN 1436.
- All yellow road markings shall be BS309-canary yellow.
- Waiting restrictions to be no parking at any time unless otherwise stated (Extent to be agreed with the London Borough of Newham).
- Where reinstatements cut through existing road markings, said markings should be reinstated.
- The minimum clearance to traffic of any item of street furniture shall be an absolute minimum of 450mm.
- The minimum clearance to traffic of any lighting column shall be 650mm nominal, except otherwise stated.
- Location of street furniture shall be as generally shown. Exact locations shall be agreed with the Engineer on site prior to preparation of excavation/foundations and erection.
- All lighting columns are to comply with BS EN 40.
- Replaced lighting output to be of similar output to existing.
- All utility covers and frames affected by the works shall be adjusted to suit.
- Where trim lines are within 250mm of kerbs, road edges, manhole/utility covers or other reinstatements, line to be trimmed to include that feature. Surface course only unless sub layers have been damaged. Saw cut to give good vertical edges. All edges to be trimmed and squared off.
- Where trees are present, and are to remain on site, a tree precautionary area shall be set at an area equal to the radius, calculated by the girth of the tree at chest height times 4.
- Where excavation takes place within the tree precautionary area only hand dig is permitted. Avoid damage to fine roots and avoid cutting roots over 25mm diameter. Prune, where necessary, using hand saw or secateurs making a clean cut and as small a wound as possible.
- Where reinstatement takes place within the tree precautionary area, voids around the roots must be back filled with inert granular materials mixed with topsoil or sharp sand. If present, any root barrier shall be reinstated to its original condition. The use of heavy mechanical plant should be avoided.

FOR APPROVAL

Rev	Date	Description	By	Check	Appd
1	05/11	Amendment to layout, format to LBN comments	HES	HES	
2	05/11	General amendment to layout, materials and lighting	HES	HES	
3	05/11	Amendment	HES	HES	

20 Eastbourne Terrace
London, W2 6LG
T: 020 7053 1300
F: 020 7053 1301
www.cbuchanan.co.uk

Client: **BARRATT EAST LONDON**

Job Title: **BARRIER PARK EAST SECTION 278 WORKS**

Drawing Title: **GENERAL ARRANGEMENT THAMES ROAD**

Des	Dim	Clad	Appl	Job No	First Issued	Scale
H.E.S.	H.E.S.	C.P.	C.P.	185741-01-1	MAR'11	1/200@A1

Day No: 185741-OS-101

Rev: C

GENERAL NOTES

- All dimensions are in millimetres unless otherwise stated.
- Clause numbers refer to the Department of Transport's Specification for Highway Works.
- In-situ concrete shall be to Clause 2602.
- All concrete & concrete products shall include sulphate resisting Portland Cement to BS4027.
- Sand shall be naturally occurring and will comply with BS EN 12620:2002.
- All works to be approved by the Highway Authority.
- London Borough of Newham Design Guide to apply on works.

TABLE 1 - NOMINAL DIMENSIONS FOR STANDARD COLUMNS

COLUMN HEIGHT H (m)	NOMINAL BASE Ø (mm)	DOOR OPENING DIMENSIONS (Min.)		BASEBOARD DIMENSIONS (Min.)			TRAFFIC SIGN DESIGN LOAD
		HEIGHT (mm)	WIDTH (mm)	HEIGHT (mm)	WIDTH (mm)	DEPTH (mm)	
5	140	500	100	550	100	9	A
6	140	500	100	550	100	9	B
8	168	600	115	650	110	9	C
10	168	600	115	650	110	9	C
12	194	600	115	650	110	9	C

TABLE 2 - PLANTING DEPTHS

Column Height H (m)	Planting Depth E (mm)		
	G630 Good Soil	G300 Average Soil	G230 Poor Soil
5	800	1000	1200
6	800	1000	1200
8	1000	1200	1500
10	1200	1500	1700
12	1500	1700	2000

FOR SOIL TYPES SEE TABLE 3

TABLE 3 - SOIL TYPES

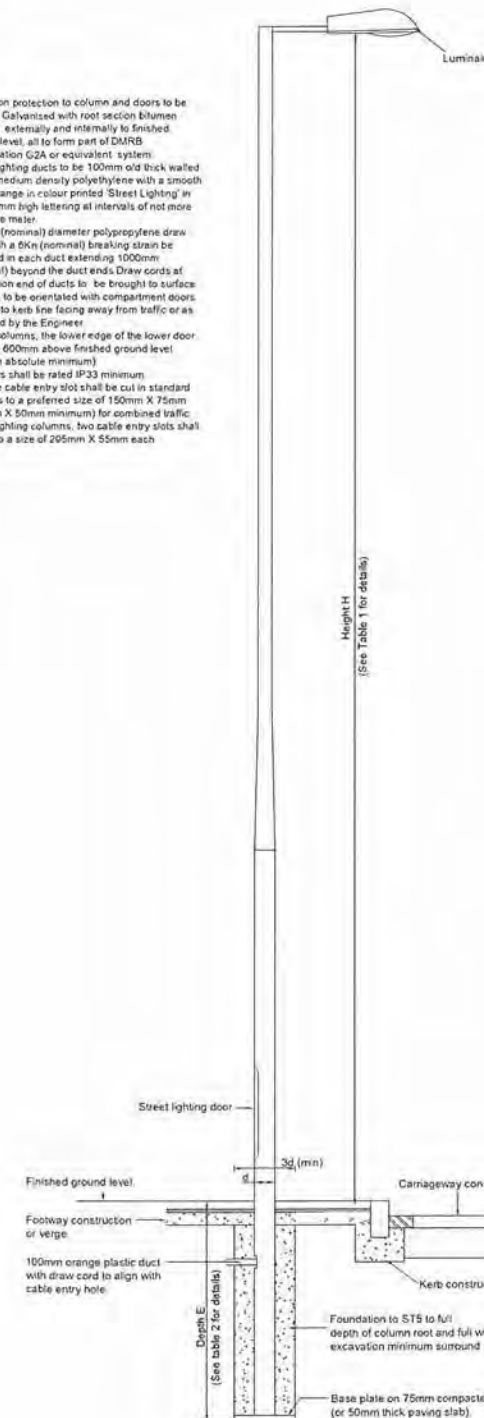
Soil Type	Factor G	BS 5849 Part 2
G630	Good	Compact, well graded sand and gravel, hard clay, well graded fine and coarse sand, decomposed granite rock and soil. Good material should be well drained and in locations where water will not stand.
G300	Average	Compact fine sand, medium clay compact well drained sandy loam, loose coarse sand and gravel. Average soils should be drained sufficiently well that water does not stand on surface.
G230	Poor	Soft clay, clay loam, poorly compacted sand, clays containing a large amount of silt and vegetable matter, and made ground. Poor soils will normally be wet and have poor drainage.

TABLE 4 - NOMINAL DIMENSIONS FOR COMBINED TRAFFIC SIGNAL LIGHTING COLUMNS

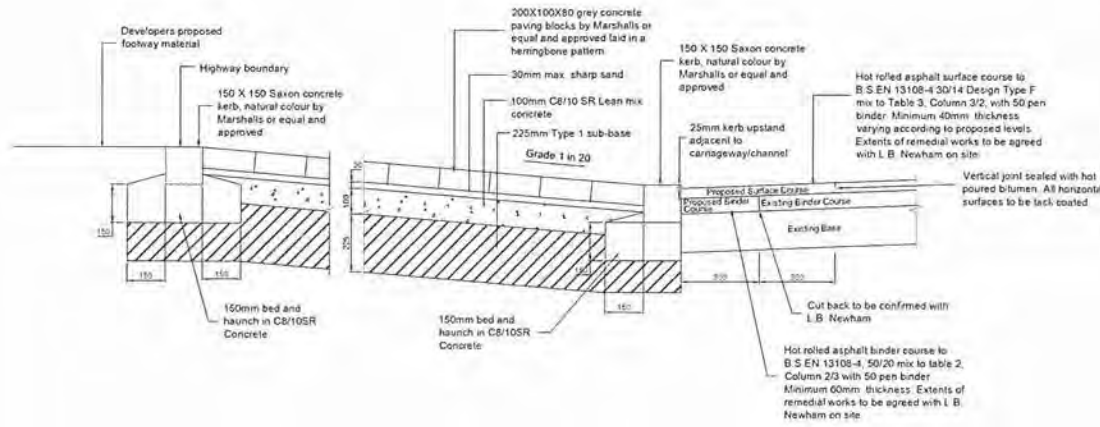
COMPARTMENT TYPE	DOOR OPENING DIMENSIONS (Min.)		BASEBOARD DIMENSIONS (Min.)		
	HEIGHT (mm)	WIDTH (mm)	HEIGHT (mm)	WIDTH (mm)	DEPTH (mm)
UPPER (SIGNALS)	600	120	680	100	9
LOWER (LIGHTING)	600	120	680	100	9

NOTES

- Corrosion protection to columns and doors to be Hot Dip Galvanized with root section blumen coated externally and internally to finished ground level and to form part of DMRB specification G2A or equivalent system.
- Street lighting ducts to be 100mm old thick walled low or medium density polyethylene with a smooth bore, orange in colour printed 'Street Lighting' in white 9mm high lettering at intervals of not more than one meter.
- A 6mm (nominal) diameter polypropylene draw cord with a 60mm (nominal) breaking strain be provided in each duct extending 1000mm (nominal) beyond the duct ends. Draw cords at foundation end of ducts to be brought to surface. Columns to be orientated with compartment doors parallel to kerb line facing away from traffic or as specified by the Engineer.
- For all columns, the lower edge of the lower door shall be 600mm above finished ground level (300mm absolute minimum).
- All doors shall be rated IP33 minimum.
- A single cable entry slot shall be cut in standard columns to a preferred size of 150mm X 75mm (150mm X 50mm minimum) for combined traffic signal lighting columns, two cable entry slots shall be cut to a size of 205mm X 55mm each.

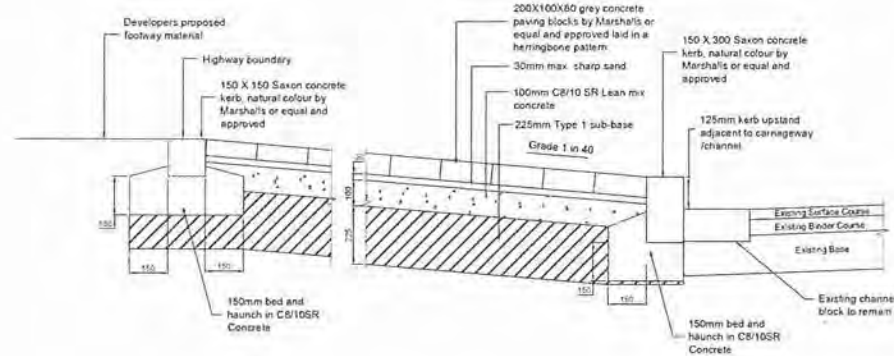


STREET LIGHTING COLUMN DETAILS



SECTION A-A

(See drawing 185741-OS-101)

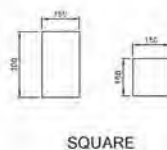


SECTION B-B

(See drawing 185741-OS-101)

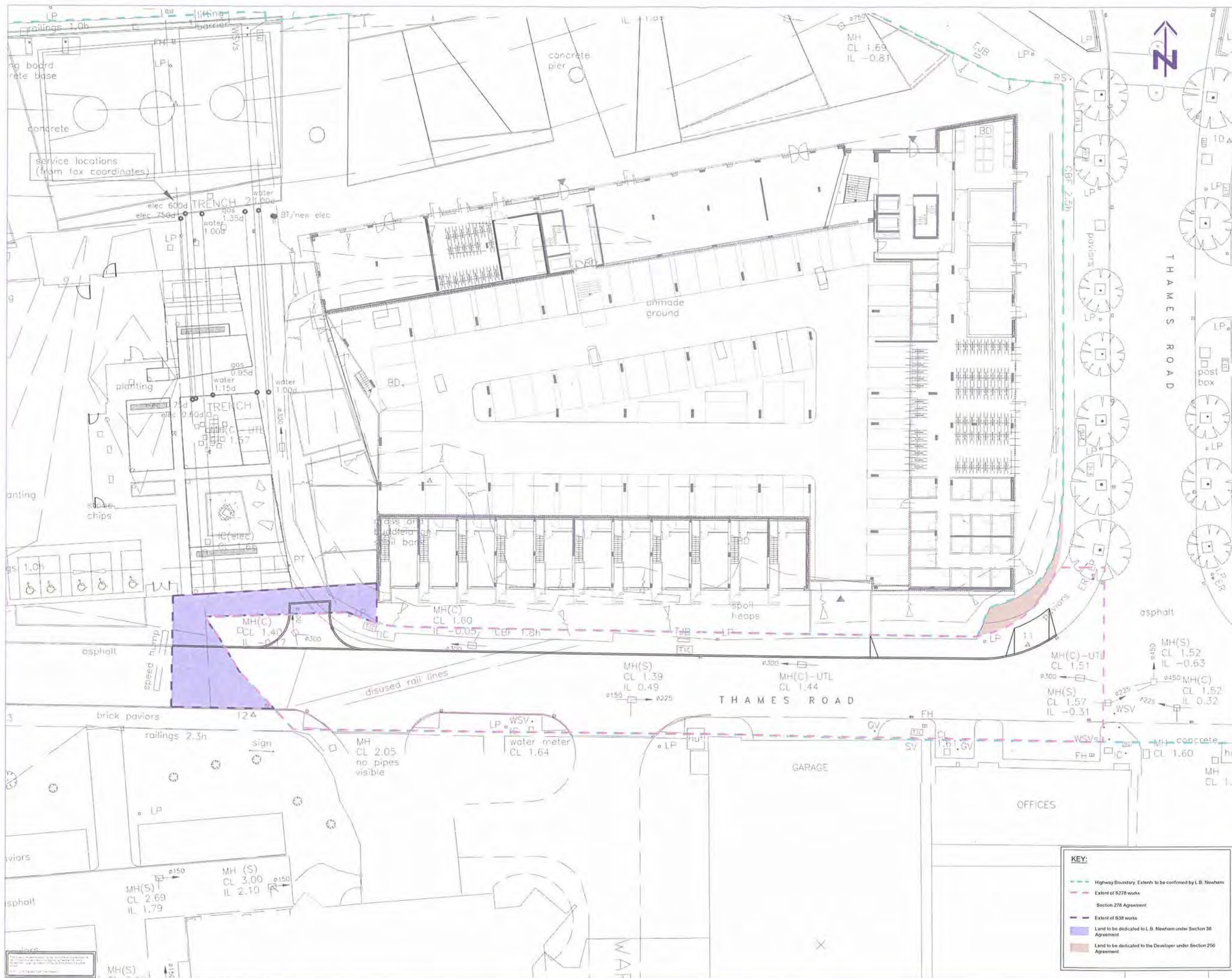
NOTES

- All kerbs comply with BS EN 1340:2003.
- Concrete bed to be mechanically vibrated and the surface roughened to provide a key for backing.
- Kerbs laid direct onto wet concrete or as directed by the Engineer. The backing concrete must be placed within one hour of laying the concrete bed.
- Kerbs laid to smooth horizontal and vertical alignment.
- Kerb face to be 125mm unless otherwise stated.
- Kerbs to be Saxon, natural colour by Marshalls or equal and approved.



KERB TYPES

(Saxon by Marshalls or equal and approved)



m.d.b.l.c
Ham
OF

FOR APPROVAL

Rev	Date	Amendment to cover on south of equipment	HES	HES
1	11/05/11	Amendment to cover on south of equipment	Des.	Dim.

20 Eastbourne Terrace
London W2 6LG
T 020 7053 1300
F 020 7053 1301
www.chuchanan.co.uk

Client: **BARRATT EAST LONDON**

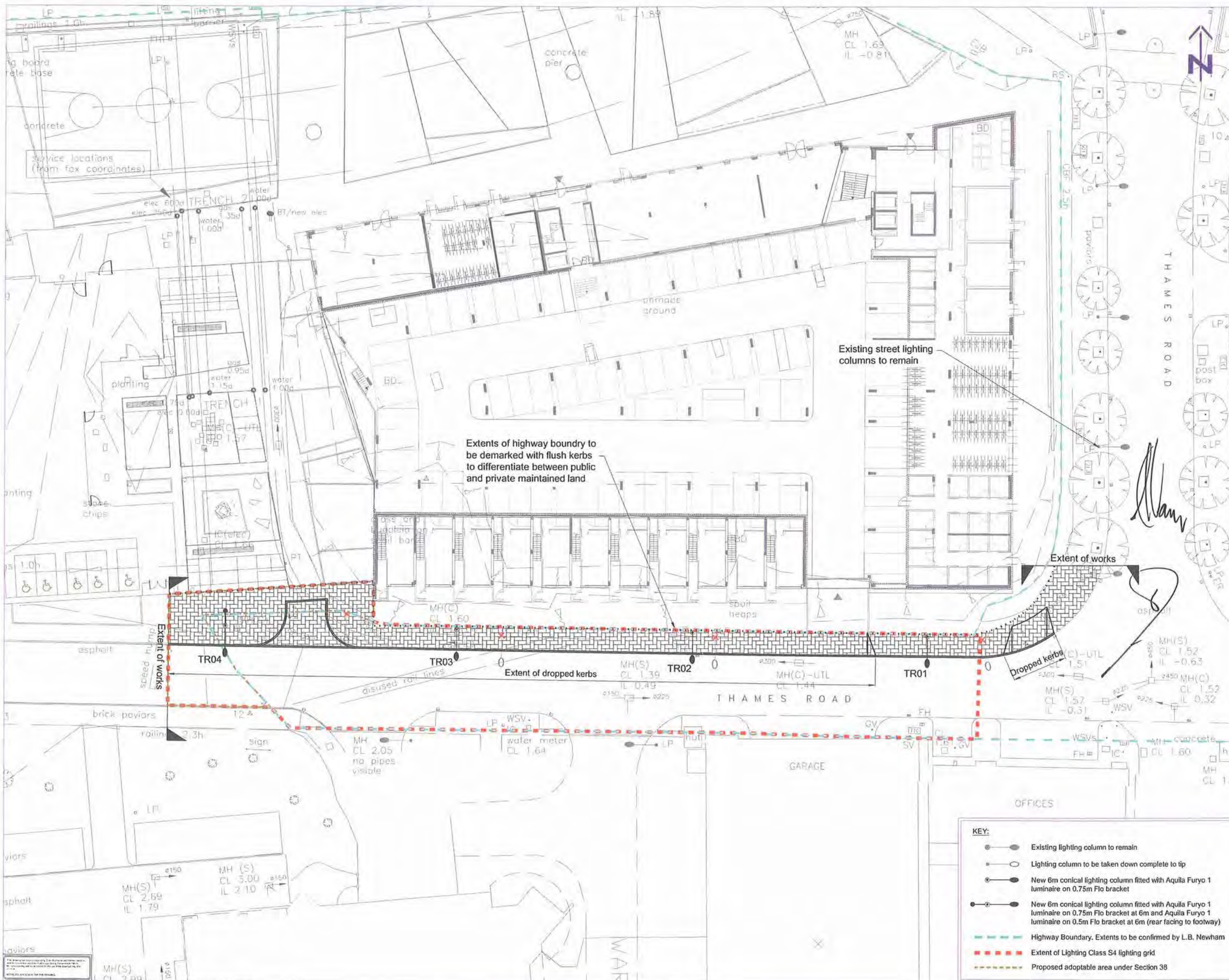
Job Title: **BARRIER PARK EAST SECTION 278 WORKS**

Drawing Title: **EXTENT OF SECTION 278, 38 AND 256 THAMES ROAD**

Des.	Dim.	Chkd.	Appd.	Job No.	First Issued	Scale
H.E.S.	H.E.S.	C.P.	C.P.	18574-01-1	MAY '11	1:200 @ A1

Rev No: 185741-OS-103 Rev: A

- KEY:**
- Highway Boundary. Extents to be confirmed by L.B. Newham
 - Extent of S278 works
 - Section 278 Agreement
 - Extent of S38 works
 - Land to be dedicated to L.B. Newham under Section 38 Agreement
 - Land to be dedicated to the Developer under Section 256 Agreement



- Notes:**
1. All dimensions are in metres unless otherwise stated.
 2. Do not scale from the drawing.
 3. All works are subject to the prior approval of the highway authority London Borough of Newham.
 4. Any discrepancies on the drawings shall be reported to the Site Engineer, prior to construction.
 5. The Contractor shall carry out a survey, employing detection equipment and hand-dug trial pits or other approved means, to verify the location and depth of all known underground services, and to check for unrecorded services. Any unrecorded services located during the works must be carefully checked to determine their nature and status and the information recorded and submitted to the Engineer prior to agreeing a course of action.
 6. The Contractor is required to complete all notifications required by the Highway Authority for working on the public highway.
 7. The Contractor shall make all necessary traffic management arrangements under Chapter 8 of the Traffic Signs Manual.
 8. Traffic Management measures to be utilized during construction are to be agreed with the Police and Highway Authority prior to work commencing on site. Sufficient lead in period is to be allowed for the making and publishing of any temporary traffic management orders required.
 9. The minimum clearance to traffic of any lighting column shall be 850mm nominal, except where otherwise stated or shown on the drawing.
 10. Location of street furniture shall be as generally shown. Exact locations shall be agreed with the Engineer on site prior to preparation and excavation of foundations and erection.
 11. Prior to placing concrete, the Contractor shall ensure that columns are vertical and correctly orientated for doors and cable entry positions.
 12. Luminaires shall only be fitted after erection and concreting of columns.
 13. For details of each lighting point refer to the Lighting Schedule.
 14. For details of illuminated signs refer to the Sign Schedule.
 15. All luminaires shall have a nominal 5 degree overall tilt.
 16. Unless otherwise agreed with the Engineer, existing lighting is to be maintained in working condition until new lighting is in operation.
 17. Where existing lighting columns, illuminated posts or bollards on private circuits are to be removed or relocated, cables are to be pot ended, straight joined or re-routed as may be appropriate. Power supplies are to be disconnected and made safe before commencing work. The Principal Contractor is to liaise with the electrical supply company for the disconnection and reconnection of electrical supplies on the public network and with London Borough of Newham for private circuits.
 18. Corrosion protection to lighting equipment shall be: Subsidiary road lighting columns and brackets to be finished grey to LB Newham specification to coordinate with standard Furyo finish, (etc by LBN).
 19. Ducts for street lighting shall be thick walled (min 4.8mm) polyethylene or PVC with a smooth bore, orange in colour printed 'STREET LIGHTING' in white 9.00mm high lettering at intervals of not more than one meter and shall be impervious to water, capable of being laid at temperatures down to -10 degrees and sufficiently flexible to follow trench bottom and minor earth movements.
 20. All duct ends to be sealed against ingress of debris and a draw cord left in situ in all the ducts both before and after drawing cables.
 21. All final lighting circuit cables shall be permanently identified within each draw-pit, standard and combined column compartments, large base sign posts and within each feeder pillar, with indelible tie-wrap labels.
 22. Where trees are present, and are to remain on site, a Tree Precautionary Area shall be set up. This area shall be based on a radius measured from the centre of the tree calculated as four times the girth measured 1.5m above ground level. Within this area do not lean equipment or materials against the tree and avoid damage to trunk and branches.
 23. Where excavation takes place within a Tree Precautionary Area only hand dig is permitted. Avoid damage to fine roots and cutting roots over 25 mm diameter. Prune, where necessary, using hand saw or secateurs making a clean cut and as small a wound as possible.
 24. Where reinstatement takes place within a Tree Precautionary Area, voids around the roots must be back filled with inert granular materials mixed with topsoil or shingle sand. If present, any root barrier shall be reinstated to its original condition. The use of heavy mechanical plant should be avoided.
 25. Excavated and surplus materials are to be disposed of to contractor's tip.
 26. Surface materials shall be fully reinstated around all lighting equipment to match existing finishes.

FOR APPROVAL

- KEY:**
- Existing lighting column to remain
 - Lighting column to be taken down complete to tip
 - New 6m conical lighting column fitted with Aquila Furyo 1 luminaire on 0.75m Flo bracket
 - New 6m conical lighting column fitted with Aquila Furyo 1 luminaire on 0.75m Flo bracket at 6m and Aquila Furyo 1 luminaire on 0.5m Flo bracket at 6m (rear facing to footway)
 - Highway Boundary. Extents to be confirmed by L.B. Newham
 - Extent of Lighting Class S4 lighting grid
 - Proposed adoptable area under Section 38

Rev	Date	Amendment	Des.	Des.
20 Eastbourne Terrace London W2 6LG			 	
T 020 7053 1300 F 020 7053 1301 www.chydhun.co.uk				
Client				
BARRATT EAST LONDON				
				
Job Title				
BARRIER PARK EAST SECTION 278 WORKS				
Drawing Title				
STREET LIGHTING THAMES ROAD				
Des:	Des:	Chk:	App:	Job No:
GB	AM	HES	GB	18574-01-1
First Issued:		Scale:		
JUNE '11		1:200@A1		
Rev:				
185741-OS-108				

DO NOT SCALE

NOTES

- This drawing is not to be scaled.
- All levels are in metres and above Ordnance datum and dimensions in millimetres unless noted otherwise.
- References to drawing numbers (usually 4 digits) shall be prefixed with 46360004... unless noted otherwise.
- All existing cover and invert levels pipe diameters shall be checked by the contractor prior to commencing any drainage works, any discrepancies shall be reported immediately to the engineer.
- All services shall be located by the contractor, location and depth shall be clearly identified prior to commencing drainage works.
- All sewers shall be laid in straight lines with level inverts unless otherwise noted.
- Exact location of any/sewer/pumps to be confirmed by Architects/AME contractor.
- Cover levels of proposed manholes to be confirmed on site prior to construction.
- All manholes/inspection chambers to be 1000mm dia unless shown otherwise.
- All manhole covers to be class B125 or D400 in traffic/d areas.
- Ductile iron pipes, bends and junctions to be used where drainage is cast into RC structural elements (eg. Pile Caps).
- Verified clay pipes, bends and junctions to be used in all other areas.
- Pipe networks below suspended slabs to be air and water tested prior to casting covering slabs.
- Location of existing services to be confirmed prior to construction, information from White Code Design Associates.
- All manholes/inspection chambers located in internal areas and carpark shall be double sealed.
- Steeves seats and fittings for verified clay pipes/junctions to be suitable for contaminated ground EG - to include white seats and clay baffles at the site boundaries as noted in the ground conditions assessment report by White Young Green.
- All below ground pipe to be verified clay 1000 unless otherwise shown.
- This drawing is to be read in conjunction with Whitecode Design Associates above ground design drawings and any discrepancies reported to URS Engineer.
- Back duty rate to be verified clay pipes 150mm to BS EN 255.
- Flow duty rate to be verified clay pipes 100mm to BS EN 255.
- Where sewers are located within 1m of lines, pipe trenches shall be lined with a tree barrier membrane manufactured by Peter Scott or similar approved.
- Attenuation tank to be installed in accordance with manufacturers method statement.
- Any pipe crossings over less than 300mm of each other, pipes to be surrounded in concrete. Refer to pipe crossing detail shown on drawing 1022.

LEGEND

- PROPOSED FOUL WATER SEWER
- PROPOSED SURFACE WATER SEWER
- PROPOSED 100mm ACO LINEAR DRAIN
- PROPOSED FOUL WATER MANHOLE
- PROPOSED FOUL WATER INSPECTION CHAMBER
- PROPOSED SURFACE WATER MANHOLE
- PROPOSED SURFACE INSPECTION CHAMBER
- 450mmx450mm ROAD GULLY
- 200mmx200mm FLOOR GULLY
- PROPOSED FOUL SEWER/SURFACE WATER BACK DROP
- EXISTING FOUL SEWER
- EXISTING SURFACE WATER SEWER
- EXISTING THAMES WATER MANHOLE

REV	DESCRIPTION	DATE	BY	CHKD	APPD
F	UPDATED TO SUIT NEW ARCHITECTS LOWER GROUND FLOOR LAYOUT BASEMENT EXTENDED, SECTION DETAIL REMOVED	07/10/11	URS	URS	URS
E	FOUL NETWORK AND MANHOLE SCHEDULE AMENDED	30/06/11	URS	URS	URS
D	MANHOLE SCHEDULE ADDED, SECTION ADDED	04/06/11	URS	URS	URS
C	ISSUED FOR CONSTRUCTION	20/01/11	URS	URS	URS
B	ISSUED FOR CONSTRUCTION FOR BARRIER APPROACH ROAD.	20/01/11	URS	URS	URS
A	ISSUED FOR TENDER	20/01/11	URS	URS	URS
0	DESCRIPTION		URS	URS	URS

FOR CONSTRUCTION
CONSULTING ENGINEERS

URS

ST. GEORGES HOUSE, 5 ST. GEORGES ROAD WIMBLEDON SW19 4DR
TEL 020-8944-3300 FAX 020-8944-3301

CLIENT
BARRATT EAST LONDON

PROJECT
BARRIER PARK
PHASE 3

DRAWING TITLE
DRAINAGE LAYOUT

DRAWN WMS TRACED MR CHECKED SM APPROVED SM DATE MAY '11

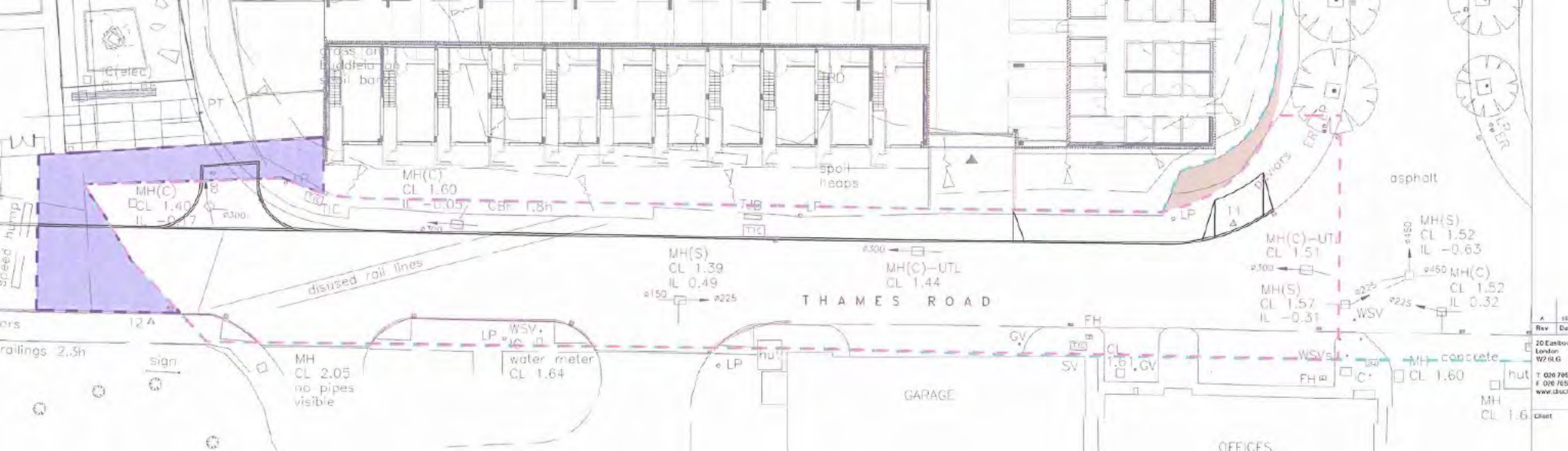
SCALE 1:200 ORG No. 46360004/1040 F

FOUL WATER MANHOLE SCHEDULE

REF No	COVER LEVEL (m)	INVERT LEVEL (m)	DEPTH (m)	DIAMETER (mm)	TYPE	CONSTRUCTION	EASTING	NORTHING	COMMENTS
FIC1	4.250	3.435	0.815	400	IC	PLASTIC	541439.634E	179961.199N	
FIC2	4.250	3.404	0.846	400	IC	PLASTIC	541442.850E	179961.863N	
FIC3	4.295	3.433	0.862	400	IC	PLASTIC	541470.514E	179965.701N	
FIC4	4.280	3.376	0.904	400	IC	PLASTIC	541467.481E	179962.013N	
FMH05	4.280	3.394	0.886	1200	TYPE D	CONCRETE	541466.369E	179963.875N	
FMH6	5.300	4.429	1.871	1050	TYPE B	CONCRETE	541457.776E	179947.526N	NOT USED FOR FUTURE PHASE 4 CONNECTION
FMH8	4.250	3.282	0.968	1050	TYPE D	CONCRETE	541456.877E	179964.759N	
FIC9	4.260	3.350	0.910	400	IC	PLASTIC	541434.705E	179974.481N	
FIC10	4.250	3.265	0.985	400	IC	PLASTIC	541438.528E	179976.325N	
FIC11	4.265	3.153	1.112	400	IC	PLASTIC	541438.528E	179976.325N	
FIC12	4.280	3.226	1.054	400	IC	PLASTIC	541438.528E	179976.325N	
FIC13	4.260	3.203	1.057	400	IC	PLASTIC	541462.212E	179979.162N	
FMH14	4.260	3.124	1.136	1050	TYPE B	CONCRETE	541456.332E	179980.380N	
FIC15	4.300	3.450	0.850	400	IC	PLASTIC	541433.101E	179992.889N	
FIC16	4.275	3.410	0.865	400	IC	PLASTIC	541433.385E	179996.466N	
FIC17	4.280	3.202	1.078	400	IC	PLASTIC	541442.555E	179998.203N	
FIC18	4.175	3.155	1.020	400	IC	PLASTIC	541470.667E	179994.100N	
FIC19	4.280	3.080	1.200	400	IC	PLASTIC	541467.035E	180000.597N	
FMH20	4.235	2.934	1.301	1050	TYPE B	CONCRETE	541455.417E	180000.639N	
FIC21	4.250	3.250	1.000	400	IC	PLASTIC	541433.379E	180014.128N	
FIC22	4.250	3.231	1.019	400	IC	PLASTIC	541464.220E	180022.825N	
FIC23	4.300	3.100	1.200	400	IC	PLASTIC	541461.108E	180016.968N	
FMH24	4.300	2.784	1.516	1050	TYPE B	CONCRETE	541454.239E	180016.816N	
FIC25	4.275	3.249	1.026	400	IC	PLASTIC	541425.885E	180044.321N	
FIC26	4.275	3.180	1.095	400	IC	PLASTIC	541424.271E	180037.081N	
FIC27	4.275	3.180	1.095	400	IC	PLASTIC	541430.147E	180030.805N	
FIC28	4.300	3.250	1.050	400	IC	PLASTIC	541432.399E	180026.172N	
FIC29	4.300	3.250	1.050	400	IC	PLASTIC	541432.399E	180026.172N	
FIC30	4.250	3.100	1.150	400	IC	PLASTIC	541432.815E	180035.808N	
FIC31	4.300	3.012	1.288	1050	TYPE B	CONCRETE	541434.392E	180031.302N	
FIC32	3.982	3.200	0.782	400	IC	PLASTIC	541442.211E	180044.101N	
FIC33	4.042	2.822	1.220	1050	TYPE B	CONCRETE	541443.532E	180032.404N	
FIC34	4.109	2.909	1.200	400	IC	PLASTIC	541462.858E	180034.261N	
FIC35	4.008	2.808	1.200	400	IC	PLASTIC	541458.160E	180033.933N	
FIC36	3.860	2.625	1.235	1050	TYPE B	CONCRETE	541452.991E	180033.533N	
FIC37	3.850	3.200	0.650	400	IC	PLASTIC	541453.182E	180048.241N	
FIC38	4.240	3.117	1.123	1050	TYPE B	CONCRETE	541455.141E	180054.764N	
FIC39	4.280	3.117	1.163	1050	TYPE B	CONCRETE	541455.141E	180054.764N	
FIC40	3.375	2.425	0.950	400	IC	PLASTIC	541468.876E	180049.801N	NOT USED

SURFACE WATER MANHOLE SCHEDULE

REF No	COVER LEVEL (m)	INVERT LEVEL (m)	DEPTH (m)	DIAMETER (mm)	TYPE	CONSTRUCTION	EASTING	NORTHING	COMMENTS
SIC1	7.355	6.350	1.005	400	IC	PLASTIC	541413.098E	180049.761N	
SIC2	6.590	5.814	0.776	400	IC	PLASTIC	541420.456E	179987.371N	
SMH3	5.875	4.675	1.200	1050	TYPE B	CONCRETE	541426.181E	179939.103N	
SMH4	5.575	4.375	1.200	1050	TYPE B	CONCRETE	541447.183E	179941.614N	
SIC5	4.280	3.222	1.058	400	IC	PLASTIC	541428.185E	179971.154N	
SMH6	4.286	3.100	1.186	1050	TYPE B	CONCRETE	541431.751E	179959.453N	
SMH7	4.286	2.945	1.341	1200	TYPE B	CONCRETE	541450.743E	179961.422N	
SMH8	4.290	2.596	1.694	1050	TYPE B	CONCRETE	541458.145E	179982.585N	
SIC9	3.800	2.600	1.200	400	IC	PLASTIC	541469.951E	179976.752N	
SMH10	4.280	2.278	2.002	1050	TYPE B	CONCRETE	541458.883E	179959.295N	
SMH11	5.170	1.532	3.638	1200	TYPE A	CONCRETE	541461.329E	179951.384N	
SMH12	4.893	1.119	4.174	1200	CATCHPIT	CONCRETE	541485.494E	179953.726N	FUTURE PHASE 4 CONNECTION
SIC13	4.119	3.000	1.119	400	IC	PLASTIC	541441.214E	180049.467N	
SMH14	3.800	1.925	1.875	1050	TYPE B	CONCRETE	541455.460E	180045.320N	
SIC15	4.200	3.400	0.800	400	IC	PLASTIC	541464.578E	180028.598N	
SMH16	4.125	1.671	2.454	1050	TYPE B	CONCRETE	541455.057E	180027.458N	
SIC17	4.300	3.100	1.200	400	IC	PLASTIC	541422.224E	180023.985N	
SMH18	4.270	2.995	1.275	1200	TYPE B	CONCRETE	541428.115E	180015.363N	
SIC19	4.129	3.346	0.783	400	IC	PLASTIC	541443.087E	180027.970N	
SMH20	4.300	1.873	2.427	1050	TYPE B	CONCRETE	541444.360E	180017.312N	
SMH21	4.300	1.486	2.814	1050	TYPE B	CONCRETE	541456.052E	180014.178N	
SMH22	4.250	3.100	1.150	400	IC	PLASTIC	541437.579E	180000.518N	
SMH23	4.240	1.321	2.919	1200	TYPE B	CONCRETE	541456.953E	180002.136N	
SMH24	4.280	1.197	3.083	1350	CATCHPIT	CONCRETE	541465.998E	180022.718N	
SMH25	4.077	0.952	3.125	1200	TYPE B	CONCRETE	541483.779E	180003.869N	
SMH26	3.036	0.795	2.241	1200	TYPE B	CONCRETE	541480.334E	180050.709N	HYDROBRAKE MH - 18litre/sec



From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road
Date: 05 August 2026 10:49:00
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.jpg](#)
[image009.jpg](#)
[image010.png](#)

Hi [REDACTED]
Thanks for your quick response and will wait to hear from you.
I understand that LBN can take their time to respond.

[REDACTED] MRICS
[tfl.gov.uk](#)

From: [REDACTED] <[REDACTED]@nnovus.co.uk>
Sent: 05 August 2026 10:40
To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road

Hi [REDACTED]

Thanks for your message.

I have again chased the LA but have not received a reply after sending across numerous documents they requested.
I will give them another nudge and see if they respond.

The cost of the adoption has not yet been discussed and I will pick this up with our client once I hear back from the council and any further requirements they may have.

Thanks

[REDACTED]

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 05 August 2026 10:15
To: [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road

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Morning [REDACTED]

We are now another 2+ weeks along and I wondered if you had any updates for us ?

Please can you confirm who will be covering the costs for the road adoption ?

Thanks

[REDACTED] MRICS [REDACTED]
Senior Property Surveyor | GLA Estates Team | Places for London
Mobile: [REDACTED]
Email: [\[REDACTED\]@tfl.gov.uk](#)
6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



Places for London
The TfL Property Company

6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

placesforlondon.co.uk

From: [REDACTED] <[REDACTED]@nnovus.co.uk>
Sent: 17 July 2026 12:22
To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road

Hi [REDACTED]

I have made further contact with the local authority and provided them with some of the requested documents in the hope the matter can be moved along.
I await comment and once I am in a position to provide you with an update I will do so without delay.

[REDACTED]

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 17 July 2026 12:15
To: [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road

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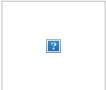
Morning [REDACTED]

I am just checking in to see if you might have an update for us?

I am mindful we have not have a teams meeting since June so it might be worth me diarising something for us all this month ?

Thanks

MRICS
Senior Property Surveyor / GLA Estates Team / Places for London
Mobile: [02037474444](tel:02037474444)
Email: gloria@tfl.gov.uk
6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



Places for London
The TfL Property Company

6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

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From: gloria@tfl.gov.uk
Sent: 07 July 2026 10:37
To: gloria@tfl.gov.uk; gloria@tfl.gov.uk; gloria@tfl.gov.uk
Cc: gloria@tfl.gov.uk
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road

Morning,

We have not had anything officially drawn up to date but the attached is a rough indication of the part of the road we anticipate to be adopted.

On site, at the northeast end , there is a clear change in colour of tarmac from the 'original' Booth Road and where the extension to serve Waterside Park joins it. It should run the length of the blocks comprising Waterside Park where it gives access to each block. The southern end leads to the gates giving access to the park maintenance compound.

I hope this is helpful

MRICS
gloria@tfl.gov.uk

From: gloria@tfl.gov.uk
Sent: 07 July 2026 09:19
To: gloria@tfl.gov.uk; gloria@tfl.gov.uk; gloria@tfl.gov.uk
Cc: gloria@tfl.gov.uk
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road

Dear ,

I hope my email finds you well.

I am in the process of collating the required information to send across to Newham and wanted to get your understanding of the extent of Booth Road you are hoping will be adopted. Is it the entire road you wish to be adopted by the council?

If so, are you able to provide me with a plan showing the extent of the proposed area which I can then in turn provide to the council?

Thanks

From: gloria@tfl.gov.uk
Sent: 19 June 2026 15:39
To: gloria@tfl.gov.uk; gloria@tfl.gov.uk; gloria@tfl.gov.uk
Cc: gloria@tfl.gov.uk; gloria@tfl.gov.uk
Subject: RE: AVIVA Waterside Park Proposed Adoption of Booth Road

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Hello and

Thank you for the meeting us today, it was useful to meet everyone and hoping that you can make some progress on the adoption of Booth Road from here.

There has been ongoing antisocial behaviour along the road, as it leads to the Thames Barrier only, it attracts such behaviours. The issues appear to be escalating from general and persistent unauthorised parking with no control, to noise violations from car stereos through the night to a recent acid attack which had the area cordoned off at the last May Bank holiday. I am surprised your managing agents First Port do not report these issues to you?

We discussed Newham Council will need to be approached and the contact there is gloria@newham.gov.uk

Adoption of Highway Infrastructure is subject to the Council's approval. From a provisional enquiry of Newham Council (NC) they stated that the following surveys would be required as a start:

- 1) Plans showing the extents of the proposed road adoption
- 2) As Built construction details of the road (core samples and a trial pit will be required)
- 3) Road surface drainage details including the discharge point for the rainwater run-off.
- 4) Road Safety Audit to assess that the road will be functional as a highway.

The progression of the adoption process will be subject to the Technical Approval of the above details.

The associated costs in respect of the adoption are as follows:

- Councils Administration fees
- Councils Engineering fees
- Councils Legal fees

I hope the above is helpful but let me know if there is more I can provide.

Look forward to hearing from following your meeting on Tuesday next week.

Thanks

Please note I will be on leave next week Thursday 25th – 30th June

MRICS
Senior Property Surveyor / GLA Estates Team / Places for London
Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk
6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

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From: [REDACTED] <[REDACTED]@innovus.co.uk>
Sent: 16 June 2026 16:14
To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@avivainvestors.com>
Subject: RE: Waterside Park Proposed Adoption of Booth Road

Thanks [REDACTED]

Yes, if you wouldn't mind sending out the invite, I would be grateful.

Thanks again

[REDACTED]

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 16 June 2026 16:10
To: [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@avivainvestors.com>
Subject: RE: Waterside Park Proposed Adoption of Booth Road

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Hello

We are both free meet via Teams for 30 mins 2.30-3pm on Friday 19th June (this week).

Can you send all on the email thread a diary invitation ? or would you like me to ?

Thanks

MRICS
[REDACTED]@tfl.gov.uk

From: [REDACTED] <[REDACTED]@innovus.co.uk>
Sent: 16 June 2026 12:35
To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@avivainvestors.com>
Subject: RE: Waterside Park Proposed Adoption of Booth Road

H [REDACTED]

[REDACTED] and I are free from 1.30 – 5pm on Thursday and 1.30-3pm on Friday for a call.

Please let me know when suits.

Thanks

[REDACTED]

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 16 June 2026 11:47
To: [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@avivainvestors.com>
Subject: RE: Waterside Park Proposed Adoption of Booth Road

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H [REDACTED]

I am so sorry. I missed your email.

Might you be free for that call this week please ?

I shall make myself available to suit.

Thanks

[REDACTED]

MRICS
Senior Property Surveyor / GLA Estates Team / Places for London

Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk
6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

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From: [REDACTED] <[REDACTED]@innovus.co.uk>
Sent: 08 June 2026 15:35
To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@avivainvestors.com>
Subject: RE: Waterside Park Proposed Adoption of Booth Road

Hi [REDACTED]

My colleague [REDACTED] and I are free for a call on Thursday 11th June at around 11am, if that suits?

Thanks
[REDACTED]

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 08 June 2026 15:27
To: [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] <[REDACTED]@avivainvestors.com>; [REDACTED] <[REDACTED]@avivainvestors.com>; [REDACTED] <[REDACTED]@avivainvestors.com>
Cc: [REDACTED] <[REDACTED]@aviva.com>; [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>
Subject: RE: Waterside Park Proposed Adoption of Booth Road

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Hi [REDACTED]

Thank you so much for responding.
I was concerned that I had not contacted the correct person within Innovus and the situation is on the 'urgent list' for GLA.
I look forward to hearing from you.

[REDACTED]

[REDACTED] MRICS [REDACTED]
Senior Property Surveyor | GLA Estates Team | Places for London
Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk
6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

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From: [REDACTED] <[REDACTED]@innovus.co.uk>
Sent: 08 June 2026 12:28
To: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@avivainvestors.com>; [REDACTED] <[REDACTED]@avivainvestors.com>; [REDACTED] <[REDACTED]@avivainvestors.com>
Cc: [REDACTED] <[REDACTED]@aviva.com>; [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>
Subject: RE: Waterside Park Proposed Adoption of Booth Road

Dear [REDACTED]

Thanks for your email. Apologies I haven't come back to you sooner.

I am just waiting to speak to a couple of colleagues regarding the history of this matter and once I have spoken to them, I will come back to you to schedule a call.
I appreciate your patience and I will revert shortly.

Thanks
[REDACTED]

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 08 June 2026 12:00
To: [REDACTED] <[REDACTED]@avivainvestors.com>; [REDACTED] <[REDACTED]@avivainvestors.com>; [REDACTED] <[REDACTED]@avivainvestors.com>
Cc: [REDACTED] <[REDACTED]@aviva.com>; [REDACTED] <[REDACTED]@tfl.gov.uk>; Daniel Bridge <[REDACTED]@royaldocks.london>; [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Subject: FW: Waterside Park Proposed Adoption of Booth Road

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Good Morning [REDACTED]

I am contacting you in the hope that you might be the correct person to discuss this matter with ?
As you will see below, I was passed to [REDACTED] but I have not heard anything from him for a week.
GLA are [REDACTED] to progress matters as some speed as it has been outstanding for so long and causing the residents so many issues.

Please can you come back to me on the matter of Innovus starting the process of having Booth Road adopted and where GLA as freeholders can assist the process.
Happy to have a meeting so we can all catch up.

I look forward to hearing from you at your earliest convenience.

Best

[REDACTED] MRICS [REDACTED]
Senior Property Surveyor | GLA Estates Team | Places for London
Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk
6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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6th floor, Victoria Station House,
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London SW1E 5NE

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From: [REDACTED]
Sent: 02 June 2026 16:19
To: [REDACTED] <[REDACTED]@innovus.co.uk>
Cc: [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] (Avison Young - UK) <[REDACTED]@avisonyoung.com>; [REDACTED] <[REDACTED]@tirstport.co.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@london.gov.uk>
Subject: Waterside Park Proposed Adoption of Booth Road

Hello [REDACTED]

It was my colleague [REDACTED] that you were previously corresponding with on the matter of Booth Road.
She has moved departments, and I have taken over the project once again.

Dan Bridge of Doyal Dock Development Team has been in contact with you recently to better understand the issue of Booth Road.

The email thread below states that the head of the Residents Management Company [REDACTED] has been in contact with Innovus as acting managing agents on many occasions relating to the blocking of Booth Road.
It was eventually agreed that Innovus would pursue having Booth Road adopted in ordered to correct the many and continuing issues occurring here.
It appears that it was also agreed that Innovus were to contact GLA as freeholders to request consent for the adoption, but we have yet to hear from you.
I can state that GLA as freeholders fully support the decision to adopt, and they are [REDACTED] to commence actions as soon as possible.
In order to expedite this matter please can we discuss next steps at your earliest convenience ?
I suggest we start with a Teams meeting between relevant people at Innovus and Royal Docks in order to discuss Innovus' next steps.

I look forward to heating from you at your earliest opportunity.

[REDACTED] MRICS [REDACTED]
Senior Property Surveyor | GLA Estates Team | Places for London
Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk
6th floor, Victoria Station House, 191 Victoria Street, London, SW1E 5NE



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6th floor, Victoria Station House,
191 Victoria Street
London SW1E 5NE

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From: [REDACTED] <[REDACTED]@innovus.co.uk>
Sent: 13 November 2025 10:55
To: [REDACTED] <[REDACTED]@tfl.gov.uk>
Cc: [REDACTED] <[REDACTED]@innovus.co.uk>; [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]@royaldocks.london>; [REDACTED] (Avison Young - UK) <[REDACTED]@avisonyoung.com>; [REDACTED] <[REDACTED]@tirstport.co.uk>; [REDACTED] <[REDACTED]@innovus.co.uk>
Subject: RE: *EXTERNAL:Booth Road

Dear [REDACTED]

I hope my email finds you well.
After some delay, we have now been provided with the attached documents from Barratt together with the Section 38 and 278 agreement which also contain a number of drawings.
Hopefully, these will be of use to you in relation to the proposed adoption of Booth Road.

Please let me know if you require anything further from me to assist with the matter.

Many Thanks
[REDACTED]

Operations Manager
Asset Management
E: inno@tfl.gov.uk
M 07704 684396

From: [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>
Sent: 13 June 2025 12:39
To: [REDACTED] <[\[REDACTED\]@innovus.co.uk](mailto:[REDACTED]@innovus.co.uk)>
Cc: [REDACTED] <[\[REDACTED\]@innovus.co.uk](mailto:[REDACTED]@innovus.co.uk)>, [REDACTED] <[\[REDACTED\]@innovus.co.uk](mailto:[REDACTED]@innovus.co.uk)>, [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>, [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>, [REDACTED] <[\[REDACTED\]@royaldocks.london](mailto:[REDACTED]@royaldocks.london)>, [REDACTED] (Avison Young - UK) <[\[REDACTED\]@avisonyoung.com](mailto:[REDACTED]@avisonyoung.com)>, [REDACTED] <[\[REDACTED\]@firstport.co.uk](mailto:[REDACTED]@firstport.co.uk)>, [REDACTED] <[\[REDACTED\]@innovus.co.uk](mailto:[REDACTED]@innovus.co.uk)>
Subject: RE: *EXTERNAL:Booth Road

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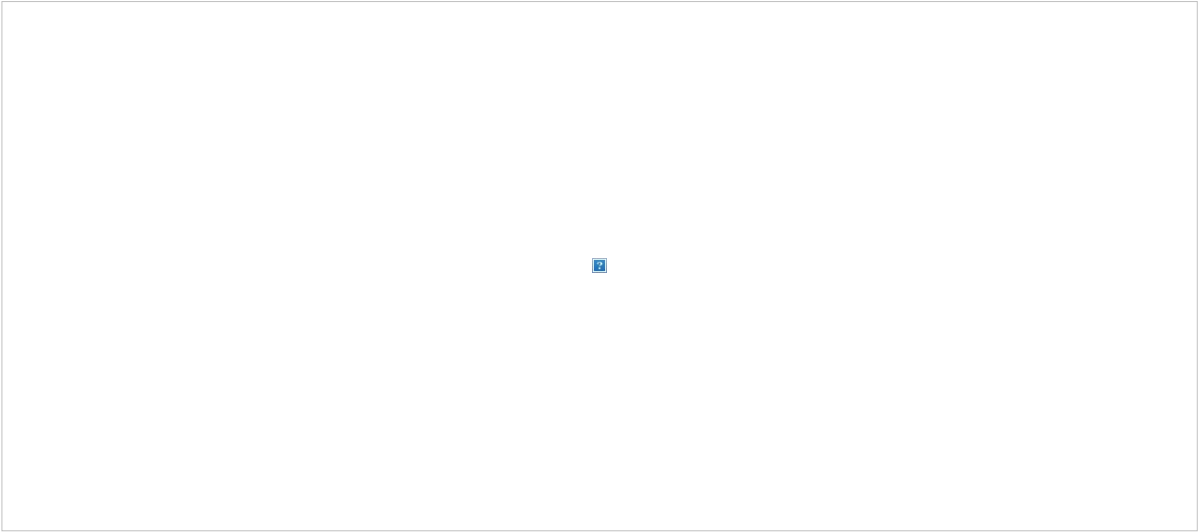
Hello [REDACTED]

Thank you for your email.

Hopefully, Barratt will be able to provide at least some of the documents required for the adoption.

Regarding your question, my understanding of the matter is that the lease states that the lessees are responsible for managing and preventing obstruction of accessways.

My colleague, [REDACTED] (copied above) has previously stated this to your colleague [REDACTED] back in February. Please see snip below:



Furthermore, the lease states in Clause 4.20 Alienation, 4.20.4 "Not to dispose of any part of the Premises save for Permitted Disposals...". Definitions and Interpretations, Section 1 (v) in the lease says that Permitted Disposals includes:



Henceforth our position on the matter.

I hope this clears things up and I am looking forward to your update regarding relevant documentation soon.

Kind regards,
[REDACTED]
Commercial Real Estate Apprentice | Property Management

Mobile: [REDACTED]
Email: [\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)



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From: [REDACTED] <[\[REDACTED\]@innovus.co.uk](mailto:[REDACTED]@innovus.co.uk)>

Sent: Thursday, June 12, 2025 10:04 AM
To: [REDACTED] <[REDACTED]@tfl.gov.uk>
Cc: [REDACTED] <[REDACTED]@nnoyus.co.uk>, [REDACTED] <[REDACTED]@nnoyus.co.uk>, [REDACTED] <[REDACTED]@tfl.gov.uk>, [REDACTED] <[REDACTED]@tfl.gov.uk>, [REDACTED] <[REDACTED]@royaldocks.london>, [REDACTED] (Avison Young - UK) <[REDACTED]@avisonyoung.com>, [REDACTED] <[REDACTED]@firstport.co.uk>, [REDACTED] <[REDACTED]@nnoyus.co.uk>
Subject: RE: *EXTERNAL:Booth Road

Good morning, [REDACTED]

Many thanks for your below email.
We will request the documents you refer to from Barratt however I am not confident that they will be able to provide these in full, as previous requests for such drawings have been unsuccessful. As soon as we hear back, we will provide a further update.

In the meantime, could you provide us with more context to the legal advice you have received on why TFL believe Aviva (as Head lessor) can make the application.
Our understanding is that under a S.38, a road can be adopted by a local authority after the freehold owner of the land dedicates it as a public highway, meaning that a head leaseholder cannot independently apply for road adoption under S.38 unless they also hold the freehold title to the land on which the road is built. Which may not be the case in this instance?
Please could you provide your understanding on the matter.

Many Thanks
[REDACTED]

[REDACTED]
Operations Manager
Asset Management

E: [REDACTED]@nnoyus.co.uk
M 07704 684396

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 09 June 2025 16:19
To: [REDACTED] <[REDACTED]@nnoyus.co.uk>
Cc: [REDACTED] <[REDACTED]@nnoyus.co.uk>, [REDACTED] <[REDACTED]@nnoyus.co.uk>, [REDACTED] <[REDACTED]@tfl.gov.uk>, [REDACTED] <[REDACTED]@tfl.gov.uk>, [REDACTED] <[REDACTED]@royaldocks.london>, [REDACTED] (Avison Young - UK) <[REDACTED]@avisonyoung.com>, [REDACTED] <[REDACTED]@firstport.co.uk>
Subject: FW: *EXTERNAL:Booth Road

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Hello [REDACTED]

I hope that this email finds you well.

I am following up on [REDACTED] email below that you were cc'd on.

Having had confirmation from our legal team, the long leaseholder can enter into an agreement with the highway authority under section 38 of the HA 1980.

Section 38.3 provides:

**[(3) A local highway authority may agree with any person to undertake the maintenance of a way—
(a) which that person is willing and has the necessary power to dedicate as a highway, or**

I believe it has already been established that GLAP (as the freeholder) would also be a party to consent to the long leaseholder making the application for adoption of the road.

Therefore, please confirm that you hold the following documents, which you will need to begin the adoption application process:

1. Plans showing the extents of the proposed road adoption.
2. The As Built construction details of the road.
3. The road surface drainage details including the discharge point for the rainwater run-off.
4. A Road Safety Audit to assess that the road will be functional as a highway.

Please note those complaints from the tenants regarding obstructions on the road preventing full uninhibited access to the building, along with anti-social parking, has made its way to the Deputy Mayor. Therefore, we would like to work with you in getting this application process complete as soon as possible. Therefore, please kindly expedite the location of these documents.

Kind regards,
[REDACTED]
Commercial Real Estate Apprentice | Property Management

—
Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk



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From: [REDACTED]
Sent: Tuesday, June 3, 2025 5:35 PM
To: [REDACTED]

Cc: [REDACTED] [REDACTED] [REDACTED] 2; [REDACTED] [REDACTED] [REDACTED]
Subject: RE: *EXTERNAL:Booth Road

Hi [REDACTED]

Further to your email below, I am copying in [REDACTED] and [REDACTED] from Innovus who are the agents acting on behalf of the freeholder.

I believe that they have previously been in contact with [REDACTED] at Royal Docks but have not had any further correspondence from her since 9th April when she advised that she would be picking this up with her Estates team and Avison Young. [REDACTED] has previously been copied into these email trails.

Do you know [REDACTED] and are you able to discuss this with her to understand what progress she has made? What documentation are you requiring from FirstPort?

Kind regards

[REDACTED]

[REDACTED] ATPI

Associate Director



E [REDACTED] [firstport.co.uk](mailto:[REDACTED]@firstport.co.uk)

[REDACTED]

Customer Services: Contact Us [here](#) or Call 0333 321 4080

A green and [REDACTED] logo [REDACTED] Description automatically generated



From: [REDACTED] [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>
Sent: 30 May 2025 13:57
To: [REDACTED] 2 <[\[REDACTED\]@firstport.co.uk](mailto:[REDACTED]@firstport.co.uk)>
Cc: Waterside Park Concierge 72003 <[\[REDACTED\]@firstport.co.uk](mailto:[REDACTED]@firstport.co.uk)>; [REDACTED] [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>; [REDACTED] [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>
Subject: FW: *EXTERNAL:Booth Road

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Hello [REDACTED]

I hope that this email finds you well.

I was given your contact details when I spoke with one of your customer service agents today.

As you will see in the email below, sent 21 May, the East London Customer Care Team for Barratt London have directed me to FirstPort Management, as you are the managing agents for Waterside Park residents on Booth Road.

In summary, the GLA are looking to assist FirstPort in getting Booth Road adopted by Newham Council, to resolve the issue of significant anti-social parking. The parking is often blocking access to the building and is therefore posing a health and safety risk. Newham have agreed to the adoption in principle, but need sight of specific documents that will be held at FirstPort Management to start the application process.

The residents are extremely frustrated with the situation and have raised the issue numerous times with the mayor. Henceforth their contact with us.

Please can you let me know who the GLA need to speak to in your team regarding getting Booth Road adopted by Newham?

I look forward to hearing from you soon.

Kind regards,

[REDACTED]
Commercial Real Estate Apprentice | Property Management

—

Mobile: [REDACTED]
Email: [\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)



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From: [REDACTED] [REDACTED]
Sent: Friday, May 30, 2025 12:05 PM
To: [REDACTED] <[\[REDACTED\]@firstport.co.uk](mailto:[REDACTED]@firstport.co.uk)>; [REDACTED] <[\[REDACTED\]@firstport.co.uk](mailto:[REDACTED]@firstport.co.uk)>
Cc: [REDACTED] [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>; [REDACTED] [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>
Subject: RE: *EXTERNAL:Booth Road

Hello,

I am writing further to my email below.

Please can you provide me with an update on the progress with this matter? Particularly, what has been done to date and what more can be done to resolve this issue?

Kind regards,

Commercial Real Estate Apprentice | Property Management

—

Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk



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From: [REDACTED]
Sent: Friday, May 23, 2025 12:04 PM
To: [REDACTED]@firstport.co.uk; [REDACTED]@firstport.co.uk
Cc: [REDACTED]@tfl.gov.uk; [REDACTED]; [REDACTED]@tfl.gov.uk
Subject: FW: *EXTERNAL:Booth Road

Hello,

I hope that email finds you well.

As you will see in the email below, the East London Customer Care Team for Barratt London have directed me to you, as you are the managing agents for Waterside Park residents on Booth Road.

I am writing to you on behalf of the Greater London Authority.

The residents at Booth Road have contacted the mayor in desperation of all the cars parked along the road, often blocking access for supermarket deliveries and perhaps even the emergency services.

Furthermore, the residents are complaining about a lack of support from their developer in getting the Road adopted by Newham Council to manage these parking issues.

Therefore, please can you let me know who the GLA need to speak to in your team regarding getting Booth Road adopted by Newham?

I am hopeful that we can work together to get this matter resolved.

On a different note, when a member of our team was last on site, it came to their attention that there was also a health hazard at this location, due to an overflowing sewer expelling foul water for the past two weeks! It would be advisable to check what is happening there as soon as possible (if you haven't already done so).

I look forward to hearing from you soon.

Kind regards,

Commercial Real Estate Apprentice | Property Management

—

Mobile: [REDACTED]
Email: [REDACTED]@tfl.gov.uk



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From: [REDACTED]
Sent: Wednesday, May 21, 2025 3:40 PM
To: East London Customer Care [REDACTED]@barrattlondon.com; [REDACTED]@firstport.co.uk
Cc: [REDACTED]@tfl.gov.uk; [REDACTED]; [REDACTED]@tfl.gov.uk
Subject: RE: *EXTERNAL:Booth Road

Hello [REDACTED]

Thank you for your email and the contact details for First Port.

Kind regards,
[REDACTED]
Commercial Real Estate Apprentice | Property Management

—
Mobile: [REDACTED]
Email: [REDACTED] [tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)



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191 Victoria Street
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From: East London Customer Care <[REDACTED]@barrattlondon.com>
Sent: Wednesday, May 21, 2025 2:21 PM
To: [REDACTED] <[REDACTED]@tfl.gov.uk>; East London Customer Care <[REDACTED]@barrattlondon.com>; [REDACTED] <[REDACTED]@firstport.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]>; [REDACTED] <[REDACTED]@tfl.gov.uk>
Subject: RE: *EXTERNAL:Booth Road

Dear [REDACTED]

Thank you for your email, please accept our apologies for the delayed response.

Parking and issues in the communal areas please get in touch with the management company FirstPort [REDACTED]@firstport.co.uk. Barratt are unable to assist further as First Port manage this development and we are no longer the free holder.

[REDACTED]
Kind regards,
East London Customer Care
[REDACTED]@barrattlondon.com

3rd Floor Press Centre, Here East, 13 East Bay Lane | Stratford | London E15 2GW



To improve our service to you, we are replacing our Customer Relationship Management system.
This means that our current IT system will not be available 12pm Monday 19th May until 9am Thursday 22nd May 2025.
During the system outage, our teams will remain on hand to answer any queries you might have. Email, online forms and telephone systems will operate as normal.
Our teams will continue to work hard to ensure service levels are maintained; for a short time, things might take a little longer than normal and so we will respond to you within 5 working days.
We would like to thank you in advance for your patience and co-operation during this period.

From: [REDACTED] <[REDACTED]@tfl.gov.uk>
Sent: 25 April 2025 10:00
To: East London Customer Care <[REDACTED]@barrattlondon.com>; [REDACTED] <[REDACTED]@firstport.co.uk>
Cc: [REDACTED] <[REDACTED]@tfl.gov.uk>; [REDACTED] <[REDACTED]>; [REDACTED] <[REDACTED]@tfl.gov.uk>
Subject: *EXTERNAL:Booth Road

Hello,

I am writing to you on behalf of the Greater London Authority.

Barratts Homes residents at Booth Road have contacted the Mayor in desperation of all the cars parked everywhere along the road, often blocking access.

Furthermore, the residents are complaining about a lack of support from their developer in getting the Road adopted by Newham Council.
Therefore, please can you let me know who the GLA need to speak to regarding getting Booth Road adopted by Newham?

I am hopeful that we can work together to get this matter resolved.

On a different note, there is also a health hazard at this location due to an overflowing sewer expelling foul water for the past two weeks! It would be advisable to check what is happening there as soon as possible.

Kind regards,

[REDACTED]
Commercial Real Estate Apprentice | Property Management

—
Mobile: [REDACTED]
Email: [REDACTED] [tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)

MAYOR OF LONDON

Sir Stephen Timms MP
timms@parliament.uk

Our ref: MGLA050124-3664

Your ref: ST104931

Date: 14 February 2024

Dear Sir Stephen,

Thank you for your letter to the Mayor raising concerns on behalf of your constituents in relation to Booth Road. He has asked me to respond on his behalf.

I can confirm that Greater London Authority Land and Property Limited (GLAP) is the ultimate freeholder / absolute owner of Booth Road and is supportive of it being adopted by the London Borough of Newham.

Subject to further due diligence, GLAP is happy to submit a formal application for the road to be managed and maintained by the borough and will engage directly with the Council to agree on details and progress the matter.

Yours sincerely,

A handwritten signature in black ink that reads "Jules Pipe". The signature is written in a cursive style with a horizontal line underneath the name.

Jules Pipe CBE
Deputy Mayor Planning, Regeneration and Skills