

## Paul Robinson

---

**From:** [REDACTED] hoganlovells.com  
**Sent:** 30 November 2015 15:21  
**To:** [REDACTED] ashurst.com  
**Cc:** [REDACTED] ashurst.com; [REDACTED] ashurst.com; [REDACTED] ashurst.com; [REDACTED] hoganlovells.com  
**Subject:** RE: Update following meeting with the GLA [ASH-LON.FID3242583]

Charlie,

Many thanks for this.

We would like a meeting room from 9 if that is possible.

On the structure point, you indicate that no decision will be made until the views of the boroughs have been obtained. As discussed, they are unlikely to engage on this until after their committee meetings, which means it will be two weeks before we hear anything from them at all. At best that will give us two Tuesdays before Christmas to resolve these issues with them. We are concerned that this will leave us with very little time before Christmas to finalise the structure, especially if, as indicated last week, you don't propose to advance the remainder of the drafting until the structure is in place.

Perhaps we can discuss this again tomorrow.

Kind regards,

Hannah

## Hannah Quarterman

Senior Associate

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**From:** [REDACTED] ashurst.com [mailto:[REDACTED] ashurst.com]  
**Sent:** 30 November 2015 14:43  
**To:** Quarterman, Hannah  
**Cc:** [REDACTED] ashurst.com; [REDACTED] ashurst.com; [REDACTED] ashurst.com; Dutch, Claire  
**Subject:** RE: Update following meeting with the GLA [ASH-LON.FID3242583]

Hannah

Please find attached an agenda for tomorrow's meeting plus an draft list of indicative S106 heads of terms.

Please note that the agenda will be sent to the boroughs albeit that we do not expect either borough to attend tomorrow. However, the draft HoTs are not being sent the boroughs yet (the preference is to await the publication

of their committee reports on 3 December). Other than to your client, please do not circulate or disclose the attached HoTs which are being provided to solely aide discussion tomorrow (and please make your client aware of the same).

Our meeting with the GLA last week was positive. In terms of cross-boundary matters and structure, the preference is to further consider the protocol option we have previously discussed but a conclusion as to approach and agreement structure will only be reached once the views of the boroughs have been obtained.

We look forward to seeing you at 10:00 tomorrow. If you and your client need access to a meeting room in advance of the main meeting starting then please let me know plus when you are likely to arrive and this can be arranged.

Kind regards,

Charlie

---

**From:** Quarterman, Hannah [[mailto:\[REDACTED\]@hoganlovells.com](mailto:[REDACTED]@hoganlovells.com)]  
**Sent:** 30 November 2015 09:15  
**To:** Reid, Charlie  
**Cc:** Goode, Trevor; Rowberry, Tom; Cheung, Brian; Dutch, Claire  
**Subject:** RE: Update following meeting with the GLA

Charlie,

Is there any update on this?

Kind regards,

Hannah

## Hannah Quarterman

Senior Associate

---

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Holborn Viaduct  
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---

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---

**From:** Quarterman, Hannah  
**Sent:** 26 November 2015 09:23  
**To:** [REDACTED]@ashurst.com'  
**Cc:** [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; Dutch, Claire  
**Subject:** BGY: Update following meeting with the GLA

Charlie,

It was good to meet with you on Tuesday.

I am mindful that you have your meeting with the GLA today and had said that we would be able to have an update on HOTs etc. following that. We have a standing con call with our internal team every Monday morning. It would,

therefore, be really useful if you could send through the update by mid-afternoon tomorrow at the latest so that we can circulate it in time for the team to consider the details before our call. That way we are likely to be in the best position to move things forward on Tuesday.

As a general point, going forward if we are able to have revised drafts or other points raised before lunch time on Friday that would help us a lot, so that each time we can ensure the team have been able to discuss things as necessary on the Monday, so that we can respond as fully as possible each Tuesday.

Kind regards,

Hannah

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**Hannah Quartermann**

Senior Associate

---

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## Paul Robinson

---

**From:** Matt Christie  
**Sent:** 22 January 2016 14:31  
**To:** 'COUGHLAN, Tony'  
**Cc:** Esther Thornton; Jonathon Weston; Julian Shirley  
**Subject:** RE: Bishopsgate Goodsynd- Reg 22

Many thanks, Tony.

**Matt Christie | Senior Strategic Planner and Urban Designer | Development & Projects**

Greater London Authority | City Hall, The Queen's Walk, More London Riverside, London SE1 2AA

Tel: 020 7983 [REDACTED] Email: [REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)

---

**From:** COUGHLAN, Tony [mailto:[REDACTED]@hammerson.com]  
**Sent:** 22 January 2016 14:30  
**To:** Matt Christie  
**Cc:** Esther Thornton; Jonathon Weston; Julian Shirley  
**Subject:** RE: Bishopsgate Goodsynd- Reg 22

Matt,

Happy to confirm our commitment.

**Tony Coughlan | Development Manager | Hammerson plc**

Hammerson plc | Kings Place | 90 York Way | London | N1 9GE

Tel: +44 (0) 20 [REDACTED] | Mob: +44 (0) 7875 [REDACTED]

Email: [REDACTED] [hammerson.com](mailto:[REDACTED]@hammerson.com) | Web: [www.hammerson.com](http://www.hammerson.com)

---

**From:** Julian Shirley [mailto:[REDACTED]@dp9.co.uk]  
**Sent:** 22 January 2016 12:30  
**To:** 'Matt Christie'  
**Cc:** Esther Thornton; Jonathon Weston; COUGHLAN, Tony  
**Subject:** RE: Bishopsgate Goodsynd- Reg 22

Matt

Thanks. I'm sure that is ok, but Jon / Tony can confirm an interim commitment to cover Robert's cost.

Regards

Julian Shirley

direct: 020 7004 [REDACTED]



mobile: 07795 [REDACTED]  
e-mail: [REDACTED] [dp9.co.uk](mailto:[REDACTED]@dp9.co.uk)

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**From:** Matt Christie [[mailto:\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)]  
**Sent:** 22 January 2016 11:15  
**To:** Julian Shirley <[\[REDACTED\]@dp9.co.uk](mailto:[REDACTED]@dp9.co.uk)>  
**Cc:** Esther Thornton <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>  
**Subject:** RE: Bishopsgate Goodsynd- Reg 22

Julian,

I can now confirm that I have received the info you sent across- thanks. Still no word from the LPAs. I will assume no issues unless I hear otherwise, but will keep trying.

Also, I am conscious that we still haven't signed the PPA yet- we will pass that back to you in the next few days. Meanwhile, given that Rob Fourt is now meeting Pascal and committed to attending a meeting next week with the JV (above and beyond his current commission) could you please secure an interim commitment from the JV to cover any additional costs associated with Robert's attendance and advice.

Thanks

**Matt Christie | Senior Strategic Planner and Urban Designer | Development & Projects**

Greater London Authority | City Hall, The Queen's Walk, More London Riverside, London SE1 2AA

Tel: 020 7983 [REDACTED] Email: [REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)

---

**From:** Julian Shirley [[mailto:\[REDACTED\]@dp9.co.uk](mailto:[REDACTED]@dp9.co.uk)]  
**Sent:** 19 January 2016 11:39  
**To:** Matt Christie  
**Cc:** Esther Thornton  
**Subject:** RE: Bishopsgate Goodsynd- Reg 22

Matt

The ES Regulation 22 information is on its way over to you (two hard copies and a CD). As discussed yesterday, we have also send a hard copy and 10 CDs to both Boroughs.

Regards  
Julian

Julian Shirley

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mobile: 07795 [REDACTED]  
e-mail: [REDACTED] [dp9.co.uk](mailto:[REDACTED]@dp9.co.uk)

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telephone: 020 7004 1700 facsimile: 020 7004 1790 website: [www.dp9.co.uk](http://www.dp9.co.uk)

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**From:** Matt Christie [[mailto:\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)]  
**Sent:** 18 January 2016 11:36  
**To:** Julian Shirley <[\[REDACTED\]@dp9.co.uk](mailto:[REDACTED]@dp9.co.uk)>  
**Cc:** Esther Thornton <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>  
**Subject:** FW: Bishopsgate Goodsyrd- Reg 22

Hi Julian,

Just had an email from Nasser and he says that LBTH need hard copies and e-copies of the new info by COB tomorrow. Could you confirm that you can courier copies over to Tower Hamlets and Hackney tomorrow?

I'm finalising the neighbourhood letter now and that will go by COB today.

Matt

---

**From:** Matt Christie  
**Sent:** 15 January 2016 12:58  
**To:** Esther Thornton; Julian Shirley; [REDACTED] [ashurst.com](mailto:[REDACTED]@ashurst.com); [REDACTED] [ashurst.com](mailto:[REDACTED]@ashurst.com);  
[REDACTED] [ashurst.com](mailto:[REDACTED]@ashurst.com); [REDACTED] [ashurst.com](mailto:[REDACTED]@ashurst.com)  
**Cc:** Justin Carr; Colin Wilson  
**Subject:** Bishopsgate Goodsyrd- Reg 22

All,

See below. We are now as certain as we can be that we are OK to launch the Reg 22 consultation on 25 January, as planned, subject to the provision of information as outlined below on 19 January. Myself and Julian have already discussed this. In the absence of anything from Rob Brew, I have also spoken to David Roberts at Hackney Today and confirmed that they have received the notice and are putting that in their paper on 25 January. If they have any problems they will liaise with myself directly, if necessary.

I have also spoken to Nasser at LBTH and they now have everything they need to get the notice in the East London Advertiser for 21 January. They will be issuing the neighbourhood letters on the 21<sup>st</sup> January and I will be sending him over a template letter to both boroughs on Monday. We will put up laminated site notices and hold hard copies at the GLA for inspection by the public.

Julian, could you please arrange for dispatch of some hard copies to each borough and two for us. Also, I suggest we have a conversation at some point next week just to make sure that we are sending copies/ letters to all necessary statutory consultees.

Please let me know if you have any questions.

Thanks

**Matt Christie | Senior Strategic Planner and Urban Designer | Development & Projects**

Greater London Authority | City Hall, The Queen's Walk, More London Riverside, London SE1 2AA

Tel: 020 7983 [REDACTED] Email: [REDACTED] [\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)

Hi Matt

Further to our telephone discussion this morning, I have spoken to Ben Warren at AMEC and Jessica Moorhead at AECOM. Jessica is preparing a note to send to you by close of play today responding to the three conclusions in the *AMEC Technical note: Bishopsgate Goodsynd – Response to Clarifications Provided (January 2016 Doc Ref: 34431n027i1)*. While Jessica will not be adding any new information, I recommend that her note is nevertheless advertised as such in accordance with Regulation 22. This is for the avoidance of doubt.

Unfortunately I have not been able to speak to Ian Absolon, Director GVA Schatunowski Brooks as he is on leave today. That said, I note from his email of 13<sup>th</sup> January 2016 that he makes the following statement: “Just looking through the appendix for daylight I cannot see I would need any other analysis work doing so I think you are Ok for the Reg 22 issue”.

Thanks

Jon

**Jon Grantham BA (Hons) MRTPI** | Director, Planning

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## Paul Robinson

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**Cc:** Esther Thornton  
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**Sent:** 15 January 2016 12:58  
**To:** Esther Thornton; Julian Shirley; [\[REDACTED\]@ashurst.com](mailto:[REDACTED]@ashurst.com); [\[REDACTED\]@ashurst.com](mailto:[REDACTED]@ashurst.com); [\[REDACTED\]@ashurst.com](mailto:[REDACTED]@ashurst.com); [\[REDACTED\]@ashurst.com](mailto:[REDACTED]@ashurst.com)  
**Cc:** Justin Carr; Colin Wilson  
**Subject:** Bishopsgate Goodsyards- Reg 22

All,

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**Matt Christie | Senior Strategic Planner and Urban Designer | Development & Projects**

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Tel: 020 7983 [REDACTED] Email: [\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)

Hi Matt

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Thanks

Jon

**Jon Grantham BA (Hons) MRTPI** | Director, Planning

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## Paul Robinson

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**From:** COUGHLAN, Tony <[REDACTED]@hammerson.com>  
**Sent:** 06 January 2016 10:54  
**To:** Matt Christie  
**Cc:** Jon Weston ([REDACTED]@ballymoregroup.com); [REDACTED]@dp9.co.uk; Dutch, Claire; Quarterman, Hannah; David Wood ([REDACTED]@hoganlovells.com)  
**Subject:** The Goodsynd - Additional CGI - DRAFT  
**Attachments:** The\_Goodsyard\_CGI\_14\_Plot\_C\_Option\_C\_rev-d.jpg

Matt,

Following our discussions before Christmas, we have instructed the team to produce an additional CGI to show the connection between the park and the residential entrance to Plot C.

I have attached an early draft of the proposed image to ensure that we are providing the right angle and information that you require.

As you will see, this shows the importance of the main entrance into Plot C and how this will be clearly visible and accessible from the park.

The image also sets out the private amenity space for the townhouses on the ground floor and how their private space and the park are separated and clearly defined.

We remain very confident that this design is the right one for the scheme, especially when considering how the park will be managed and closed in the evening.

We look forward to any comments you have, so that they can be passed back to the team and this image can be finished.

Kind regards,

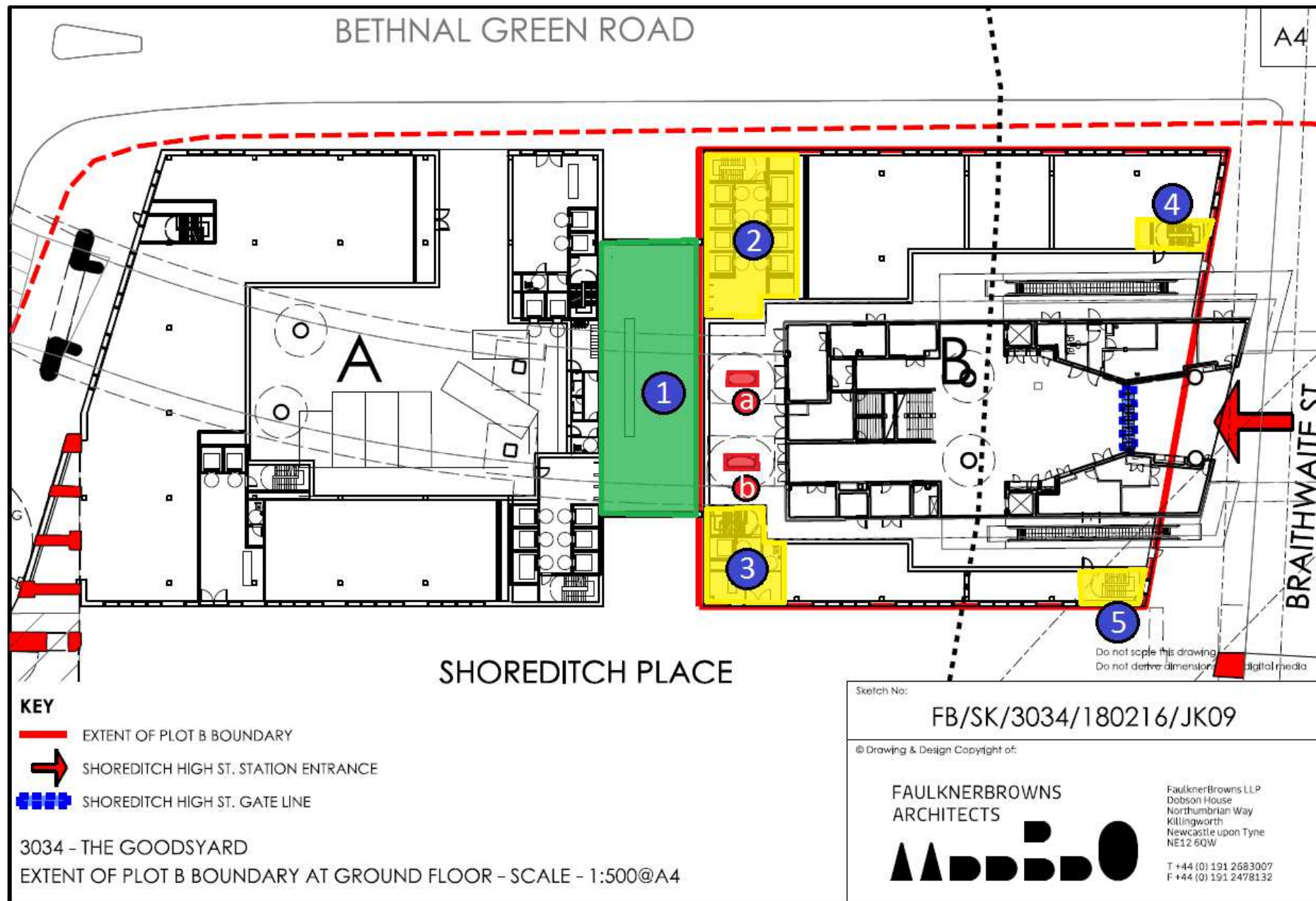
Tony

**Tony Coughlan | Development Manager | Hammerson plc**

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Email: [REDACTED]@hammerson.com | Web: [www.hammerson.com](http://www.hammerson.com)





## Paul Robinson

---

**From:** Matt Christie  
**Sent:** 18 December 2015 17:15  
**To:** 'Julian Shirley'  
**Cc:** Justin Carr; Colin Wilson  
**Subject:** PPA  
**Attachments:** BGGY\_PPA\_draft\_15DEC2015.doc

Julian,

Attached is the draft PPA I've been passing around the GLA for a month or so. I now have a full set of quotes and have instructed GVA, GE and LUC so the estimates in appendix C are up to date. Could you please consider it at your end and let me have any tracks.

I'm around all next week if you need to discuss

Thanks

**Matt Christie | Senior Strategic Planner and Urban Designer | Development & Projects**

Greater London Authority | City Hall, The Queen's Walk, More London Riverside, London SE1 2AA

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## Paul Robinson

---

**From:** [REDACTED]@ashurst.com  
**Sent:** 10 November 2015 15:57  
**To:** [REDACTED]@hoganlovells.com  
**Cc:** [REDACTED]@hoganlovells.com; [REDACTED]@ashurst.com;  
[REDACTED]@ashurst.com  
**Subject:** RE: BGY - S106 Note [ASH-LON.FID3242583]

Claire

Thank you for this. Adopting your numbering:

1. Please can you ensure that the disc from DP9 includes any revisions and addendum reports/drawings which may have been prepared as well as the original submission documents. It would also be very helpful if we could have two copies of the disc please. When sending to Ashurst, please mark for my attention.
2. We will review the title information you have sent through and will let you know if we need anything further.
3. In view of the intended timetable, we look forward to receiving your costs undertaking as soon as possible.
4. We are meeting with GLA officers later this week. We will discuss your draft note and overall approach with them then. Please do not send the note or zone A plan to the boroughs at this stage.
5. Your preferences are noted – we will now seek to find a suitable slot that also works for the GLA and the boroughs.
6. We note that you have begun working up a draft agreement taking Mount Pleasant as a precedent. It would probably be sensible for you to send what you have done through to us now so that we can give it proper consideration when we prepare the first draft after receiving full instructions and when the HoTs have progressed further.

Kind regards,

Charlie

---

**From:** Dutch, Claire [mailto:[REDACTED]@hoganlovells.com]  
**Sent:** 10 November 2015 12:21  
**To:** Goode, Trevor  
**Cc:** Quarterman, Hannah; Reid, Charlie; Rowberry, Tom  
**Subject:** RE: BGY - S106 Note

Dear Trevor, Charlie, Tom

Many thanks for your email. In response to the points you make:

1. With regard to your request for copies of the scheme drawings, planning statement and environmental statement, there is a lot of paper to produce here. Instead (and I hope that this is acceptable to you), I have asked DP9 to provide to me a disc with the full planning application on it. You will then be able to view the documents on screen and print them out as you see fit.
2. With regard to the title to the site, I attach a schedule of current land interests together with a plan. The schedule has been prepared by Herbert Smith who are acting on behalf of the JV in relation to real estate matters. I also attach office copies of the registered interests. Let me know if you need anything further on the title side.
3. I note your request for a costs undertaking up to an initial sum of £50,000. I have asked my client to put me in funds. As soon as I am able, I will provide the undertaking.

4. I confirmed in an earlier email today that I am more than happy for you to share the note (and Zone A plan) that I forwarded on Thursday with GLA officers. If you and your clients agree to it, we could then forward it to the boroughs to get the ball rolling on the S106 negotiations.
5. I agree wholeheartedly that it would be sensible for us to agree a series of meetings over the coming weeks with at least one weekly meeting (probably more when drafting really gets underway). Please could you avoid arranging meetings on a Friday as I do not work on Fridays. I would also prefer to avoid Monday mornings if possible, however I can work around that if need be. I think the important thing is to get a series of future meetings in the diary as soon as possible.
6. Finally, as I mentioned to you on the telephone, given the delay in the GLA appointing a lawyer, I have started to pull together a first draft of a S106 Agreement. I have based it on the one agreed by the GLA in relation to the Royal Mail Mount Pleasant site. This is a good precedent to use, as it is another cross-boundary scheme. I have tried to make minimal amendments to the boiler plate provisions. The draft needs a lot more work and obviously will need to be heavily amended once the S106 Heads evolve and are agreed. Are you happy for me to continue with this process with a view to producing the first draft once we have made further progress on the S106 Heads?

Please could you keep Hannah Quarterman copied into all the emails.

Regards,

Claire

**Claire Dutch**

Partner

---

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---

---

**From:** [REDACTED] **On Behalf Of** [REDACTED] [ashurst.com](mailto:[REDACTED]@ashurst.com)

**Sent:** 09 November 2015 14:57

**To:** Dutch, Claire

**Cc:** Quarterman, Hannah; [REDACTED]@ashurst.com; [REDACTED]@ashurst.com

**Subject:** RE: BGY - S106 Note

Claire

Thank you for your email. The information was very helpful.

I can confirm that we have cleared our conflict searches and are now instructed to act on behalf of the GLA. As you are aware, we met with Esther Thornton on Friday afternoon for an initial legal briefing. It has been made clear to us that the objective is to progress the preparation of heads of terms and subsequent negotiation of the section 106 agreement as soon as possible with a view to ensuring that there is a substantive draft agreement in place in time for the proposed representation hearing at the end of January 2016. The intention is for the agreement to then be finalised and completed within a few days of the hearing.

It was clear from our briefing that there is a significant amount of background information for us to capture and assimilate. We intend to do this over the course of the next two weeks or so, so that we are then in a position to progress the negotiations with a clear and informed understanding of the key issues.

In order to assist us with this process, could you please provide:

1. Two hard copies of the scheme drawings, planning statement and environmental statement;
2. Details of title to the site;
3. A costs undertaking in the initial sum of £50,000 plus disbursements. VAT will be charged to the GLA. The undertaking should be in the usual form and will be intended to cover all costs which we have and will incur in considering the application, advising the GLA and progressing the heads of terms through to the drafting, negotiation and completion of the subsequent section 106 agreement. Our fees will be payable irrespective as to whether or not the matter proceeds to completion and we will advise you if our fees look set to exceed this initial estimate. We intend to invoice on a monthly basis but to provide you with weekly updates as to fees incurred.

It would also be helpful if you could please confirm whether we may share the draft note that you issued on Thursday with GLA officers.

Mindful of the timetable for progressing, it would be sensible for us to agree a series of meetings over the coming weeks. It would probably make sense to schedule at least one weekly meeting. Do you have a preferred day? We will obviously need to co-ordinate with the GLA and the two local authorities.

I will be away from the office from 9 through until 20 November. Charlie Reid (+44 (0)20 7859 2254) and Tom Rowberry (+44 (0)20 7859 2376) will be progressing matters during my absence.

Regards

Trevor

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**From:** Dutch, Claire [[mailto:\[REDACTED\]@hoganlovells.com](mailto:[REDACTED]@hoganlovells.com)]  
**Sent:** 09 November 2015 14:23  
**To:** Goode, Trevor  
**Cc:** Quarterman, Hannah; Reid, Charlie; Rowberry, Tom  
**Subject:** RE: BGY - S106 Note

Hi Trevor

Should we have a chat following your meeting on Friday on the way forward?

I have meetings from 4pm today. I am in the office tomorrow save for 1.30 – 4pm.

Thanks  
Claire

**Claire Dutch**

Partner

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**Hogan Lovells International LLP**

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**From:** [REDACTED]@ashurst.com [[mailto:\[REDACTED\]@ashurst.com](mailto:[REDACTED]@ashurst.com)]  
**Sent:** 05 November 2015 18:42  
**To:** Dutch, Claire

Cc: Quarterman, Hannah; [REDACTED] [ashurst.com](mailto:[REDACTED]@ashurst.com); [REDACTED] [ashurst.com](mailto:[REDACTED]@ashurst.com)  
**Subject:** RE: BGY - S106 Note

Thank you Claire

Regards

Trevor

---

**From:** Dutch, Claire [[mailto:\[REDACTED\]@hoganlovells.com](mailto:[REDACTED]@hoganlovells.com)]  
**Sent:** 05 November 2015 17:23  
**To:** Goode, Trevor  
**Cc:** Quarterman, Hannah  
**Subject:** BGY - S106 Note

Trevor

Good to talk to you earlier.

I attach my S106 Strategy note together with the "Zone A" plan. The note is in draft but should give you some issues to think about.

As discussed, it would be good to chat again early next week.

Thanks  
Claire

Ps – I am sorry, I don't have your colleague's email address. I would have included him on the email.

**Claire Dutch**  
Partner

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## SCHEDULE 4

### Affordable Housing and Viability Review Mechanism

#### 1. DEFINITIONS

- 1.1 In this schedule the following words and phrases shall have, unless the context otherwise requires, the following meanings:

**"Affordable Housing"** means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

**"Affordable Rented Housing"** means rented housing provided by an Registered Provider that has the same characteristics as Social Rented Housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;

**"Intermediate Housing"** means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, intermediate rent, key worker, starter homes and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2011 (as consolidated with subsequent amendments) as adjusted from time to time by the London Plan Annual Monitoring Report published by the Greater London Authority;

**"Chargee"** any mortgagee or chargee from time to time of an Registered Provider who has gone into possession and is exercising its power of sale in respect of the LBTH Affordable Housing Units or any part of the LBTH Affordable Housing Units;

**"CPI"** means the Consumer Price Index or any successor to that index from time to time;

**"Eligible Purchasers"** means a purchaser who is part of a household whose annual income at the date of purchasing the relevant LBTH Intermediate Housing Unit does not exceed the relevant amount specified in the latest London Plan Annual Monitoring Report published by the Greater London Authority;

**"Guidance on Rents for Social Housing"** means the Department for Communities and Local Government's Guidance on Rents for Social Housing (May 2014) or such replacement guidance issued by that department or its successor from time to time;

**"Habitable Room"** means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes living rooms, dining rooms, bedrooms and kitchens of not less than 13 square metres but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

**"HCA"** means the Homes and Communities Agency being the organisation empowered to regulate RP's under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the HCA;

**"Housing Mix"** means the mix of Residential Units comprised within the Development in accordance with the schedule at Annex 1 of this Schedule 4;

**"LBH Affordable Housing Base Provision"** means the payment of an LBH PiL equal to 15% (by unit) of the total number of LBH Residential Units;



**"LBH PiL"** means £21,825,000 (twenty one million eight hundred and twenty five thousand pounds) [Indexed] as a payment in lieu of on-site provision of Affordable Housing within the LBH Development;

**"LBH Private Residential Units"** means 582 Residential Units for private sale or rent forming part of the LBH Development;

**"LBTH Affordable Housing Base Provision"** means the minimum provision of the LBTH Affordable Housing Units which is equal to 25% (by Habitable Room) of the LBTH Residential Units;

**"LBTH Affordable Housing Units"** means 141 LBTH Residential Units forming part of the LBTH Development of the tenure and mix set out in paragraph 3.1(h) of this Schedule 4 to this Deed and which includes the LBTH Affordable Rented Housing Units, LBTH Social Rented Housing Units and the LBTH Intermediate Units but excludes the LBTH Private Residential Units;

**"LBTH Affordable Rented Housing Units"** means 43 of the LBTH Affordable Housing Units (located in Plot E as shown on Plan [●]) to be made available for Affordable Rented Housing as identified in paragraph 3.1(h) of this Schedule 4

**"LBTH Framework Rent"** means the weekly rents (including service charge) for Affordable Rented Housing located in the "E1" post code area published by LBTH from time to time;

**"LBTH Intermediate Housing Units"** means 48 of the LBTH Affordable Housing Units (12 in Plot C, 26 in Plot D and 10 in Plot E as shown on Plans [●]) to be made available for Affordable Rented Housing as identified in paragraph 3.1(h) of this Schedule 4;

**"LBTH Private Residential Units"** means up to 633 LBTH Residential Units for private sale or rent forming part of the LBTH Development and which excludes the LBTH Affordable Housing Units;

**"LBTH Residential Units"** means up to 774 Residential Units comprised within the LBTH Development

**"LBTH Social Rented Housing Units"** means 50 of the LBTH Affordable Housing Units (located in Plot E as shown on Plan [●]) to be made available for Social Rented Housing as identified in paragraph 3.1(h) of this Schedule 4

**"Lifetime Home Standards"** means the incorporation of the 16 design standards which together create a flexible blue print for accessible and adaptable housing published by the Joseph Rowntree Foundation Lifetime Homes Group and which standards incorporate all of the Part M Building Regulations and relevant parts of the Housing Corporation Design and Quality Standards and any replacement or supplementary guidance in force from time to time;

**"London Design Standards"** means the applicable housing design standards set out in the London Plan 2011 (as consolidated with subsequent amendments), the Mayor of London's Housing Supplementary Planning Guidance (November 2012) and the Mayor of London's and HCA's Funding Standards Framework – New Funding Design and Sustainability Standards for London (December 2011) and any replacement or supplementary guidance in force from time to time;

**"Moratorium Period"** means in relation to any proposed sale of any or all of the LBTH Affordable Housing Units by a Chargee the moratorium period created by Sections 145 and 146 of the Housing and Regeneration Act 2008;

**"Perpetuity"** means a minimum term of 125 years from the date of first Occupation of the relevant LBTH Affordable Housing Unit;

**"Registered Provider"** means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous statutory provision) and approved by LBTH such approval not to be unreasonably withheld or delayed;

**"Rents and Nominations Agreement"** means the rent nominations agreement to be entered into pursuant to paragraph 3.1(g) of this Schedule 4 substantially in the form of the draft attached at Annex 3 of this Schedule 4 or such other suitable form agreed by an Registered Provider and LBTH (acting reasonably);

**"Rent Standard"** means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the *Guidance on Rents for Social Housing* and the Direction on the Rent Standard 2014 both issued by the Department for Communities and Local Government in May 2014 together with the *Rent Standard Guidance* published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction;

**"Residential Units"** means up to 1,356 units of Use Class C3 residential accommodation comprised within the Development in accordance with the Housing Mix and which includes the LBTH Private Residential Units, the LBH Private Residential Units and the LBTH Affordable Housing Units;

**"RTA Purchaser"** means a former tenant of an LBTH Affordable Housing Unit who purchases that LBTH Affordable Housing Unit under the provisions of the right to acquire created by Section 180 Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling tenants of a Registered Provider to purchase their homes;

**"Shared Ownership Housing"** means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and **"Shared Ownership Lease"** and **"Shared Ownership Lessee"** shall be construed accordingly;

**"Social Rented Housing"** means rented housing owned and managed by local authorities or Registered Providers for which guideline Target Rents are determined through the national rent regime;

**"Staircasing"** means the acquisition by a Shared Ownership Lessee of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity;

**"Target Rents"** means rents for social rented properties conforming with the pattern produced by the formula rent set out in the *Guidance on Rents for Social Housing* published by the Department of Communities and Local Government in May 2014 and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;

## 2. **SITE-WIDE AFFORDABLE HOUSING**

2.1 Subject to paragraph 5 of this Schedule 4, the Owner shall:

- (a) provide the LBTH Affordable Housing Base Provision within the LBTH Development in accordance with paragraph 3 below; and
- (b) provide the LBH Affordable Housing Base Provision when carrying out the LBH Development in accordance with paragraph 4 below



PROVIDED THAT

- (c) no less than the LBTH Affordable Housing Base Provision shall be provided on the LBTH Land and no less than the LBH Affordable Housing Base Provision shall be provided when carrying out the LBH Development on the LBH Land; and
- (d) the maximum combined total of Affordable Housing within the Development shall not exceed 50% Affordable Housing [(by Habitable Room)].

**3. LBTH AFFORDABLE HOUSING**

**3.1 The Owner shall:**

- (a) not Occupy or cause or permit to become Occupied the LBTH Affordable Housing Units for any purpose other than for Affordable Rented Housing, Social Rented Housing and Intermediate Housing in Perpetuity with the exception of any Intermediate Units to which Staircasing applies;
- (b) ensure that 10% of the LBTH Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible LBTH Affordable Housing Units to LBTH for approval prior to Commencement of the relevant Plot and notify LBTH in writing at least nine months prior to the Practical Completion of the relevant units;
- (c) ensure that the LBTH Affordable Housing Units are designed and constructed to London Design Standards and Lifetime Home Standards;
- (d) not to Commence any Plot containing LBTH Affordable Housing Units unless and until an agreement for the disposal of the relevant LBTH Affordable Housing Units to a Registered Provider in accordance with paragraph (g) below has been entered into;
- (e) not first Occupy or permit [first Occupation] of any LBTH Private Residential Units located in Plot C unless and until:
  - (i) it has Practically Completed the LBTH Affordable Housing Units located in Plot C and Plot E; and
  - (ii) it has disposed of the LBTH Affordable Housing Units located in Plot C and Plot E to a Registered Provider;
- (f) not first Occupy or permit [first Occupation] of any LBTH Private Residential Units located in the Plot D unless and until:
  - (i) it has Practically Completed the LBTH Affordable Housing Units located in Plot C, Plot D and Plot E; and
  - (ii) it has disposed of the LBTH Affordable Housing Units located in Plot C, Plot D and Plot E to a Registered Provider;
- (g) ensure that any disposal of the LBTH Affordable Housing Units to a Registered Provider is by way of a freehold sale or grant of a lease of not less than 125 years in either case subject to a condition that the Registered Provider enters into the Rents and Nominations Agreement with LBTH within 20 Working Days of the LBTH Affordable Housing Units being disposed and not to first Occupy the LBTH Affordable Housing Units until the Registered Provider has entered into the same;

- (h) provide the LBTH Affordable Housing Units in accordance with the tenure mix and rental levels (as appropriate) shown in the table below:

Unit Size	LBTH Social Rented Housing Units		LBTH Affordable Rented Housing Units		LBTH Intermediate Housing Units
	Units	Weekly Rent (excl. Service Charge) on first letting	Units	Weekly Rent (inc. Service Charge) on first letting	Units
Studio	0	N/A	0	[●]	0
1 bed	0	N/A	15	[●]	14
2 bed	0	N/A	28	[●]	20
3 bed	38	[●]	0	N/A	14
4 bed	8	[●]	0	N/A	0
5 bed	4	[●]	0	N/A	0
<b>Total</b>	<b>50</b>	<b>N/A</b>	<b>43</b>	<b>N/A</b>	<b>48</b>

- (i) ensure that the rents (inclusive of service charge) for first lettings of any LBTH Affordable Rented Housing Units will not exceed the relevant amount set out in the table at paragraph (h) above subject to a maximum annual percentage rent increase of CPI + 1% per annum (or such other rate of annual increase as the HCA may publish from time to time) calculated from the date of this Deed and based on the annual CPI rate published for the preceding September on top of the amounts set out in the table at paragraph (h) above PROVIDED THAT if such weekly rents on first lettings are proposed to exceed the indexed amounts set out in the table at paragraph (h) above the relevant Registered Provider shall obtain the written agreement of LBTH as to the amounts of the weekly rents and LBTH shall act reasonably when agreeing the revised weekly rents;
- (j) ensure that the rents (inclusive of service charge) on subsequent lettings and tenancy renewals of the LBTH Affordable Rented Housing Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the amounts set out in the table in paragraph (h) above subject to the HCA's permitted maximum annual rent increase of CPI + 1% per annum (or such other rate of annual increase as the HCA may publish from time to time) calculated from the date of this Deed PROVIDED THAT if such weekly rents on subsequent lettings and tenancy renewals are proposed to exceed the indexed amounts set out in the table at paragraph (h) above the relevant Registered Provider shall obtain the written agreement of the Council as to the amounts of the weekly rents and the Council shall act reasonably when agreeing the revised weekly rents;
- (k) subject to paragraphs (l) and (m) below, ensure that the rents (exclusive of service charge) for first lettings and subsequent lettings of any LBTH Social Rented Housing Units will not exceed Target Rents;
- (l) ensure that the rent levels under paragraph (k) above:
- (i) will not be altered except as set out in paragraph (m) below following a review which is to be implemented in April of each year by the relevant Registered Provider (the "**Annual Review**") starting from 1 April in the year after Practical Completion of the LBTH Social Rented Housing Units; and
  - (ii) shall not include service charges which the relevant Registered Provider shall apportion between and charge to the LBTH Social Rented Housing Units and the other LBTH Residential Units in its normal manner;

- (m) in accordance with the Annual Review on 1 April the relevant Registered Provider will either raise or lower the rent under paragraph (k) above by no more than CPI + 1% unless one or more of the events set out in Annex 2 of this Schedule 4 occurs in respect of any of the LBTH Social Rented Housing Units in which case the rent of that particular LBTH Social Rented Housing Unit may be adjusted by the amount calculated in accordance with the criteria set out in Annex 2 of this Schedule 4; and
  - (n) ensure that the LBTH Intermediate Housing Units shall not be sold to purchasers other than Eligible Purchasers, except where Staircasing applies.
- 3.2 The obligations and restrictions contained in this paragraph 3 of this Schedule 4 shall not bind:
- (a) a Chargee or receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner or Lessee who has first complied with the provisions of paragraphs 3.1(a)-(d);
  - (b) any RTA purchaser;
  - (c) any mortgagee or chargee of an LBTH Intermediate Housing Unit lawfully exercising the mortgagee protection provision within an LBTH Intermediate Housing Unit owner's lease; or
  - (d) any person or body deriving title through or from any of the parties mentioned in paragraphs 3.2(a)-(c).
- 3.3 Any Chargee or receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner claiming protection granted by paragraph 3.2 must first:
- (a) comply with the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008;
  - (b) provide the Council as soon as reasonably practicable with copies of any notices served on or by the HCA or the regulator (or its successor) pursuant to Sections 144-148 or Section 151 of the Housing and Regeneration Act 2008;
  - (c) provide LBTH with copies of any proposals or directions that the mortgagee received from the HCA under Sections 152 to 155 of the Housing and Regeneration Act 2008 (or where any part of those proposals are of a confidential nature such details of the proposals as are appropriate in all the circumstances) and provide LBTH with further details of progress reached towards implementing such agreed proposals from time to time; and
  - (d) give LBTH the option to purchase the relevant LBTH Affordable Housing Unit(s) from the mortgagee or alternatively nominate another Registered Provider to purchase the relevant LBTH Affordable Housing Unit for a period commencing on the date that the mortgagee gives LBTH notice and ending on the later of one month (or such other period as may be agreed by the parties) after the date of that notice or the end of any Moratorium Period, if such period is agreed between the parties. LBTH (or its nominated Registered Provider) shall be entitled to complete the purchase of the LBTH Affordable Housing Unit at any time up to two calendar months after the expiry of the option period.
- 3.4 The price payable by LBTH or its nominated Registered Provider for the LBTH Affordable Housing Unit(s) pursuant to paragraph 3.3(d) shall be the open market value of the LBTH Affordable Housing Unit(s) including the land on which the LBTH Affordable Housing Unit(s) is constructed subject to the restrictions contained within this Schedule or all sums

due to the mortgagee pursuant to the terms of the mortgagees charge together with reasonable legal and administrative fees, whichever is the greater.

- 3.5 The parties shall use reasonable endeavours to agree the open market value of the LBTH Affordable Housing Unit or Units but in the event of failure to agree the open market value shall be determined by an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area and will be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the LBTH Affordable Housing Unit(s).

#### **4. LBH AFFORDABLE HOUSING**

- 4.1 The Owner shall pay the LBH PiL to LBH in the following instalments:

- (a) £10,912,500 (ten million nine hundred and twelve thousand and five hundred pounds) on or prior to [the Commencement of Plot F]; and
- (b) £10,912,500 (ten million nine hundred and twelve thousand and five hundred pounds) on or prior to [the Commencement of Plot G].

- 4.2 The Owner shall not [Commence or permit or suffer the Commencement of Plot F] unless and until fifty per cent of the LBH PiL has been paid to LBH in accordance with paragraph 4.1(a) above.

- 4.3 The Owner shall not [Commence or permit or suffer the Commencement of Plot G] unless and until fifty per cent of the LBH PiL has been paid to LBH in accordance with paragraph 4.1(b) above.

- 4.4 The Owner shall not first Occupy or permit or suffer first Occupation of any LBH Private Residential Unit unless and until the LBH PiL has been fully paid to LBH.

- 4.5 LBH shall use the LBH PiL for the purpose of delivering Affordable Housing within the London Borough of Hackney excluding the Site.

#### **5. VIABILITY REVIEW MECHANISM**

- 5.1 *[Drafting TBC pending conclusion of discussions between experts]*



# ANNEX 1

## Housing Mix

Plot	Studio	1 bed	2 bed	3 bed	4 bed	5 bed	Total
C	64	120	133	36	5		358
D	15	130	125	43			313
E		21	28	42	8	4	103
F	31	136	136	126			322
G	26	110	102	22			260
<b>Total</b>	<b>136</b>	<b>517</b>	<b>514</b>	<b>172</b>	<b>13</b>	<b>4</b>	<b>1,356</b>
<b>%</b>	10%	38.1%	37.9%	12.7%	1%	0.3%	100%

## **ANNEX 2**

### **Qualifying events leading to an adjustment of rent for LBTH Social Rented Housing Units**

1. Subject to paragraph 4 below, in the case of major capital works carried out to the LBTH Social Rented Housing Units, the relevant Registered Provider may apply to LBTH for approval by LBTH of an appropriate increase in rent, such written approval by LBTH not to be unreasonably withheld or delayed.
2. Subject to paragraph 4 below, in the case of the imposition, abolition, decrease or increase in respect of an LBTH Social Rented Housing Unit of Council Tax, Residential Rates, Value Added Tax on rents or any other type of property taxation or taxation payable in respect of property rights payable by the relevant Registered Provider the rent may rise or fall by the amount of taxation payable or reasonably expected to be payable by that Registered Provider for that LBTH Social Rented Housing Unit.
3. Subject to paragraph 4 below, in the case of supply or cessation of supply by the relevant Registered Provider of services to a LBTH Social Rented Housing Unit of a type defined (or not as the case may be) in the notice of rent change, the rent may rise or fall by the cost of providing or ceasing to supply the relevant service together with an administration charge of 10%.
4. In relation to paragraphs 1, 2 and 3 of this Annex 2 to Schedule 4, no change shall be made in the rent charged until:
  - (a) the amount of the increase or decrease has been approved by LBTH (whose approval shall not be unreasonably withheld or delayed and if not given within 15 Working Days shall be deemed to have been given); and
  - (b) at least 20 Working Days written notice has been given to the tenant and he has been told that if he gives a notice to quit within 20 Working Days his rent will not rise until his tenancy has expired.

### **ANNEX 3**

#### **LBTH Template Rents and Nominations Agreement**

DRAFT

## BISHOPSGATE GOODS YARD

GLA ref: D&P/1200b&c

LBH ref: 2014/2425

LBTH ref: PA/14/02011

Reason for Meeting: First section 106 agreement meeting

Date: 01 December 2015

Held at: Ashurst LLP

### ATTENDEES

The Greater London Authority	
Matt Christie	GLA
Trevor Goode	Ashurst
Charlie Reid	Ashurst
Tom Rowberry	Ashurst
Brian Cheung	Ashurst
Bishopsgate Goodsyrd Regeneration Limited	
Jonathan Weston	Ballymore
Tony Coughlan	Hammerson
Julian Shirley	DP9
Claire Dutch	Hogan Lovells
Hannah Quarterman	Hogan Lovells

### 1. UPDATE ON THE PLANNING APPLICATION

- 1.1 It was confirmed that the representation hearing has been scheduled for 10 a.m. on 26 February 2016.
- 1.2 It was confirmed that the Regulation 22 Consultation would commence following the appointment of LUC by the GLA. It was suggested that an extra week be added to the consultation period in view of the Christmas holiday period.
- 1.3 The GLA is awaiting the Developer's response to the BNPP report prepared on behalf of LBH and LBTH.



## **2. MATTERS RELATING TO THE SECTION 106 AGREEMENT**

### **2.1 Parties and title; interface with Network Rail**

Title information has been received from Hogan Lovells. Additional information is awaited from Hogan Lovells in relation to the eight-track "safeguarding" in favour of Network Rail.

The GLA's preference is to include TfL as a party in respect of the obligations directly relating to TfL.

### **2.2 Covenant strength of Bishopsgate Goodsynd Regeneration Limited**

It was agreed that a parent company guarantee would be provided. Ballymore and Hammerson are to confirm what entity will be giving the guarantee.

### **2.3 Structure and cross-boundary options**

There was a general discussion as to how to approach cross-boundary matters, including an approach requiring the delegation of powers from LBTH to LBH suggested by the Developer and an alternative "protocol" approach suggested by the GLA. The agreed preference was to treat the development as a whole if possible. The GLA has already requested input from LBH and LBTH on this issue and it was agreed that their views would be sought again. It was agreed that in doing so notes prepared by Hogan Lovells and Ashurst setting out the above approaches would be provided to the boroughs.

#### **Boilerplate provisions**

Ashurst are reviewing precedent GLA, LBH and LBTH section 106 agreements to inform the drafting of the section 106 agreement.

It was agreed that boilerplate drafting could be progressed by email allowing meetings to be used primarily for consideration of technical/specialist matters.

### **2.4 Heads of terms**

There was a high level discussion of the likely heads of terms. It was agreed that greater certainty should be achieved upon the publication of the boroughs' committee reports.

It was noted that attention would need to be had to CIL and different approaches in the two boroughs and to ensure that there is no duplication.

Affordable Housing, Highways/Transport, Energy and Public Realm/Open Space were identified as four areas of particular complexity.

## **3. SCHEDULE OF FUTURE MEETINGS**

3.1 It was suggested that on complex matters the principals (i.e. the developer, consultants and officers) should meet first to agree principles following which a legal meeting to agree drafting could be held.

3.2 It was reported that Hackney has expressed the possibility of attending the next meeting on 8 December 2015.

3.3 It was agreed that there would not be a meeting on 29 December 2015.

<b>NEXT MEETING</b>	
Date:	8 December 2015
Time:	10 a.m.
Location:	Ashurst LLP

**SUBJECT TO CONTRACT & WITHOUT PREJUDICE**

**SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGHS OF HACKNEY AND TOWER HAMLETS  
AS TO THEIR REQUIRED HEADS OF TERMS**

BISHOPSGATE GOODS YARD

GLA Ref: D&P/1200b&c

LBH Ref: 2014/2425

LBTH Ref: PA/14/02011

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**AGENDA FOR FIRST SECTION 106 AGREEMENT MEETING**  
**TO BE HELD AT ASHURST LLP**  
**AT 10 A.M. ON TUESDAY 1 DECEMBER 2015**

---

**1. ATTENDEES**

Bishopsgate Goodsynd Regeneration Limited	
Jonathan Weston	Ballymore
Tony Coughlan	Hammerson
Julian Shirley	DP9
Claire Dutch	Hogan Lovells
Hannah Quarterman	Hogan Lovells
The Greater London Authority	
Matt Christie	GLA
Trevor Goode	Ashurst
Charlie Reid	Ashurst
Tom Rowberry	Ashurst
Brian Cheung	Ashurst
The London Borough of Hackney	
[●]	LBH
The London Borough of Tower Hamlets	
[●]	LBTH

## **SUBJECT TO CONTRACT & WITHOUT PREJUDICE**

### **SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGH OF HACKNEY AND TOWER HAMLETS AS TO THEIR REQUIRED HEADS OF TERMS**

- 1.1 Legal officers at LBH and LBTH were originally notified by Ashurst on 17 November 2015 of the intention to hold weekly S106 meetings to be held at 10 a.m. on Tuesdays at Ashurst LLP commencing, ideally, on 24 November 2015. Officers from both boroughs were invited to attend and participate at such meetings and to provide heads of terms and views on cross-boundary matters prior to the meetings commencing. Both boroughs were also invited to identify alternative meeting times in the event that the proposed schedule is inconvenient to them.
- 1.2 Both LBH and LBTH subsequently confirmed that the development proposal is being considered by the respective planning committee of each borough on 10 December 2015. Legal officers from each borough have confirmed that the relevant authority will only be able to provide heads of terms and confirm approach to section 106 matters following the aforementioned committee meetings. Although LBH has indicated that, in its view, weekly meetings may be excessive, neither borough has to date suggested that meetings held on Tuesdays will pose any problems.
- 1.3 Legal officers at LBH and LBTH were further notified by Ashurst on 24 November 2015 of the GLA's intention to proceed with weekly S106 meetings commencing on 1 December 2015 in order to make the best use of time and progress thinking on section 106 matters as far as possible. Officers from both boroughs were invited to attend and participate at such meetings.
- 1.4 LBTH has reiterated its position as outlined above and at the time of writing (11:00 on 30 November 2015), no response has been received from LBH. It is therefore anticipated that neither borough will attend the initial meeting proposed for 1 December 2015. Nevertheless, sufficient meeting rooms will be provided to accommodate the boroughs in the event that they do decide to attend.
2. **AGENDA**
  - 2.1 Update on the planning application:
    - (a) Timetable and date of Representation Hearing
    - (b) Regulation 22 Consultation
    - (c) Affordable Housing
    - (d) Other matters as relevant
  - 2.2 Matters relating to Section 106 Agreement:
    - (a) Parties and Title
    - (b) Covenant strength of Bishopsgate Goodsynd Regeneration Limited
    - (c) Interface with Network Rail
    - (d) Structure and cross-boundary options (subject to input from LBTH and LBH)
    - (e) Boilerplate (subject to input from LBTH and LBH)
    - (f) Heads of Terms (subject to input from LBTH and LBH)
  - 2.3 Schedule of future S106 meetings and identification of any topic-based sessions that may be needed (e.g. affordable housing, transport) and attendees required for such sessions.

**SUBJECT TO CONTRACT & WITHOUT PREJUDICE**

**SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGH OF HACKNEY AND TOWER HAMLETS  
AS TO THEIR REQUIRED HEADS OF TERMS**

<b>Date</b>	<b>Session and Attendees</b>
Tuesday 1 December 2015	
Tuesday 8 December 2015	
Tuesday 15 December 2015	
Tuesday 22 December 2015	
Tuesday 29 December 2015	
Tuesday 5 January 2016	
Tuesday 12 January 2016	
Tuesday 19 January 2016	
Tuesday 26 January 2016	
Tuesday 2 February 2016	
Tuesday 9 February 2016	
Tuesday 16 February 2016	
Tuesday 23 February 2016	

2.4 AOB

**SUBJECT TO CONTRACT & WITHOUT PREJUDICE**

**SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGHS OF HACKNEY AND TOWER HAMLETS  
AS TO THEIR REQUIRED HEADS OF TERMS**

BISHOPSGATE GOODS YARD

GLA Ref: D&P/1200b&c

LBH Ref: 2014/2425

LBTH Ref: PA/14/02011

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AGENDA FOR SECOND SECTION 106 AGREEMENT MEETING

TO BE HELD AT ASHURST LLP

AT 10 A.M. ON TUESDAY 8 DECEMBER 2015

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**1. ATTENDEES**

The Greater London Authority	
Matt Christie	GLA
Trevor Goode	Ashurst
Charlie Reid	Ashurst
Tom Rowberry	Ashurst
Brian Cheung	Ashurst
Bishopsgate Goodsynd Regeneration Limited	
Jonathan Weston	Ballymore
Tony Coughlan	Hammerson
Julian Shirley	DP9
Claire Dutch	Hogan Lovells
Hannah Quarterman	Hogan Lovells
The London Borough of Hackney	
[●]	LBH
The London Borough of Tower Hamlets	
[●]	LBTH

## **SUBJECT TO CONTRACT & WITHOUT PREJUDICE**

### **SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGH OF HACKNEY AND TOWER HAMLETS AS TO THEIR REQUIRED HEADS OF TERMS**

- 1.1 Legal officers at LBH and LBTH were originally notified by Ashurst on 17 November 2015 of the intention to hold weekly S106 meetings to be held at 10 a.m. on Tuesdays at Ashurst LLP commencing, ideally, on 24 November 2015. Officers from both boroughs were invited to attend and participate at such meetings and to provide heads of terms and views on cross-boundary matters prior to the meetings commencing. Both boroughs were also invited to identify alternative meeting times in the event that the proposed schedule is inconvenient to them.
- 1.2 Legal officers at LBH and LBTH were further notified by Ashurst on 24 November 2015 of the GLA's intention to proceed with weekly S106 meetings commencing on 1 December 2015 in order to make the best use of time and progress thinking on section 106 matters as far as possible. Officers from both boroughs were invited to attend and participate at such meetings.
- 1.3 The first formal meeting was held on 1 December 2015. Each borough has now prepared a committee report. LBH will be issuing an addendum report identifying suggested conditions and heads of terms for any S106 agreement.
- 1.4 Both LBH and LBTH confirmed that the development proposal is being considered by the respective planning committee of each borough on 10 December 2015.
2. **AGENDA**
  - 2.1 Update on the planning application:
    - (a) Timetable and date of Representation Hearing
    - (b) Regulation 22 Consultation
    - (c) Affordable Housing
    - (d) Other matters as relevant
  - 2.2 Matters relating to Section 106 Agreement:
    - (a) Parties and Title
    - (b) Covenant strength of Bishopsgate Goodsynd Regeneration Limited
    - (c) Interface with Network Rail
    - (d) Structure and cross-boundary options (subject to input from LBTH and LBH)
    - (e) Boilerplate (subject to input from LBTH and LBH)
    - (f) Heads of Terms (subject to input from LBTH and LBH)
  - 2.3 Schedule of future S106 meetings and identification of any topic-based sessions that may be needed (e.g. affordable housing, transport) and attendees required for such sessions.

**SUBJECT TO CONTRACT & WITHOUT PREJUDICE**

**SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGH OF HACKNEY AND TOWER HAMLETS  
AS TO THEIR REQUIRED HEADS OF TERMS**

<b>Date</b>	<b>Session and Attendees</b>
Tuesday 8 December 2015	
Tuesday 15 December 2015	
Tuesday 22 December 2015	
Tuesday 5 January 2016	
Tuesday 12 January 2016	
Tuesday 19 January 2016	
Tuesday 26 January 2016	
Tuesday 2 February 2016	
Tuesday 9 February 2016	
Tuesday 16 February 2016	
Tuesday 23 February 2016	

2.4 AOB

**Ashurst LLP**

**4 December 2015**

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**SUBJECT TO CONTRACT & WITHOUT PREJUDICE**

**SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGHS OF HACKNEY AND TOWER HAMLETS  
AS TO THEIR REQUIRED HEADS OF TERMS**

BISHOPSGATE GOODS YARD

GLA Ref: D&P/1200b&c

LBH Ref: 2014/2425

LBTH Ref: PA/14/02011

DRAFT HEADS OF TERMS FOR SECTION 106 AGREEMENT

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**1. PARTIES**

- 1.1 Greater London Authority
- 1.2 London Borough of Tower Hamlets
- 1.3 London Borough of Hackney
- 1.4 Network Rail
- 1.5 Bishopsgate Goodsyards Regeneration Limited
- 1.6 Transport for London
- 1.7 Guarantor

**2. AFFORDABLE HOUSING**

- 2.1 [●]% headline figure and composition of on-site provision and/or payment in lieu
- 2.2 For on-site provision:
  - (a) Use as affordable housing in perpetuity (save for staircasing)
  - (b) Mix and tenure
  - (c) Affordability and eligibility
  - (d) RP and nominations process
  - (e) Housing standards
  - (f) Restrictions on disposals by mortgagees and receivers
- 2.3 Payment and on-site delivery triggers
- 2.4 Review mechanism
- 3. EDUCATION**
- 3.1 Contribution towards defined education programme



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**SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGH OF HACKNEY AND TOWER HAMLETS  
AS TO THEIR REQUIRED HEADS OF TERMS**

- 3.2 Provision of opportunities for education on historical environment of the goods yard and surrounding area e.g. signage to educate on local history, biodiversity, heritage and local links

**4. ACCESSIBILITY**

- 4.1 Wheelchair accessibility/adaptability of residential units
- 4.2 Inclusive Access/Accessible entrances to the site

**5. PARKING**

- 5.1 Car Park Management Plan
- 5.2 All parking is to be disabled only
- 5.3 On-street facilities for pick up and drop off (including for disabled persons)
- 5.4 Dedicated taxi drop off
- 5.5 Car-free development /no parking permits for residents
- 5.6 Electric vehicle charging points
- 5.7 Car Club

**6. OFFICE**

- 6.1 Management/letting strategy securing provision for start-ups and SMEs
- 6.2 Affordable and creative workspace

**7. RETAIL**

- 7.1 Management/letting strategy securing provision for start-ups and SMEs
- 7.2 Affordable retail space
- 7.3 No more than 25 per cent of all retail floor space should be taken up by cafes, restaurants and bars (Classes A3 and A4)

**8. CONSTRUCTION**

- 8.1 Construction Logistics Plan. *CLP should refer to visibility of Shoreditch Station during construction, minimising impact on rail services, TLRN and local bus services/ stops, FORS membership and commitment to cycle safety as principles. Liaison about construction programme and sharing information with authorities.*
- 8.2 Considerate Contractor Scheme
- 8.3 Monitoring
- 8.4 Commitment to local labour, procurement and construction initiatives
- 8.5 Construction Apprentices

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AS TO THEIR REQUIRED HEADS OF TERMS**

**9. EMPLOYMENT**

- 9.1 Commitment to local access to employment initiatives

**10. CYCLING**

- 10.1 Contribution to local cycling measures. *For TfL this can be included in the Shoreditch Triangle Scheme Contribution but the Boroughs may need to identify any additional on street measures and on site between street and cycle parking.*
- 10.2 TfL Cycle Hire Docking Stations. 90 spaces required. £600,000 contribution for provision of two on-site 30 cycle docking stations and funding of a further 30 cycle docking station at an off-site location within 1km of the site to be agreed with TfL. To be confirmed.
- 10.3 Safeguarding of visible and accessible cycle docking areas on-site.
- 10.4 Alternative provision in the area should be secured before Bethnal Green Road docking station capacity is reduced.
- 10.5 Cycle parking facilities to be integrated into landscaped areas including the park
- 10.6 Cycle Hub

**11. DELIVERIES AND SERVICING MANAGEMENT PLAN**

- 11.1 Site wide
- 11.2 Monitoring

**12. PROTECTION OF LONDON UNDERGROUND AND LONDON OVERGROUND**

- 12.1 *To be confirmed*

**13. SOCIAL INFRASTRUCTURE**

- 13.1 GP surgery
- 13.2 Meet requirements of NHS/CCG
- 13.3 Terms meeting NHS funding arrangements
- 13.4 Public toilets. Level of provision. Showers/changing facilities included.

**14. OPEN SPACE AND PUBLIC REALM**

- 14.1 Park atop Braithwaite viaduct
- 14.2 3 new public squares
- 14.3 Public access to all groups (consideration of access after dark)
- 14.4 Accessible seating
- 14.5 Play equipment

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AS TO THEIR REQUIRED HEADS OF TERMS**

- 14.6 Estate management and maintenance, including:
- 14.7 clarity about the boundary between these spaces and local highway (TfL or Borough), that there is a long term maintenance plan in place (including litter picking), that design enables easy maintenance to a reasonable standard bearing in mind local needs.
- 14.8 Is any open space or public realm to be adopted? If not, ability for local authorities to step-in in the event that maintenance/cleaning falls below agreed standards
15. **ENERGY**
- 15.1 Site wide heat network – all buildings to connect
- 15.2 3 energy centres? Timing of provision and coordination with site network
- 15.3 Heat recovery from substation
- 15.4 Future proof for DHN and timing of connection
- 15.5 Solar panels
- 15.6 Carbon offsetting
16. **WAYFINDING**
- 16.1 Wayfinding Strategy
- 16.2 Legible London infrastructure
17. **TRAVEL PLAN**
- 17.1 Site wide as well as block by block
- 17.2 Delivery triggers and monitoring periods
- 17.3 [To include cycle membership for residents (£270 per unit)]
18. **HIGHWAYS**
- 18.1 Shoreditch Triangle Contribution and payment triggers
- 18.2 Implementation and delivery of Shoreditch Triangle Scheme
- 18.3 Other highway works (to be confirmed but including):
- (a) footways and vehicular crossovers
  - (b) installation of roundel on Shoreditch High Street
  - (c) amendments to parking bays
  - (d) relocation and improvement of bus stops including upgrade to bus shelters and associated technology
  - (e) improvement of bus standing and driver facilities in area

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**SUBJECT TO CONFIRMATION FROM THE LONDON BOROUGH OF HACKNEY AND TOWER HAMLETS  
AS TO THEIR REQUIRED HEADS OF TERMS**

(f) pedestrian improvements

18.4 [Second entrance to Shoreditch High Street Station]

18.5 TROs

19. **CROSSRAIL TOP-UP CONTRIBUTION**

20. **PUBLIC ART**

21. **SPORT/LEISURE/LIBRARIES/IDEA STORES**

22. **MONITORING**

## **BISHOPSGATE GOODSYARD**

### **STRUCTURE AND HEADS OF TERMS FOR SECTION 106 AGREEMENT**

#### **1. PARTIES**

- 1) The Greater London Authority
- 2) London Borough of Tower Hamlets (LBTH)
- 3) London Borough of Hackney (LBH)
- 4) Network Rail (the Owner)
- 5) Bishopsgate Goodsyrd Regeneration Limited (the Developer)

#### **2. STRUCTURE OF S106**

- 2.1 Obligations enforceable by LBTH will be set out in a schedule (see section 3 below). Obligations enforceable by LBH will set out in a separate schedule (see section 4 below).
- 2.2 As far as possible, the same wording will be adopted by the boroughs in relation to common obligations to ensure consistency of approach across the whole site (eg in relation to obligations relating to employment, construction etc).
- 2.3 Some buildings straddle the borough boundary which poses a number of issues in relation to LPA control over those buildings. For example, 2 different sets of employment obligations, construction codes, travels plans etc could apply to those buildings. In addition, if there is a breach of the s106 obligations in relation to a building straddling the boundary, both boroughs would be entitled to enforce. The same principle applies to planning conditions.
- 2.4 The s106 therefore needs to be structured in a way so that there is only one set of controls applicable to that part of the development which straddles the borough boundary and so that only one borough can enforce.
- 2.5 We consider that LBTH should delegate responsibility to LBH for approval of details submitted under the s106 and for the enforcement of obligations for development within that area of land shown hatched on the attached plan – "Zone A". The delegation should also apply to the discharge and enforcement of planning conditions. For the purposes of the section 106 Agreement and planning conditions, LBH will be the LPA for Zone A and obligations relating to LBH's part of the site (set out in section 4 below) will apply to Zone A, save for affordable housing and payment of the Crossrail contribution.
- 2.6 LBTH shall serve notice on the Developer no later than 2 months from the date of the planning permissions confirming that the delegation from LBTH to LBH for Zone A has taken place.
- 2.7 In the event that LBTH does not serve the notice, the GLA shall act as the LPA for the purposes of the s106 and planning conditions for the whole of the site. It is not practicable for the GLA to take over LPA responsibility only for Zone A as this would mean that certain buildings would still straddle the boundary and remain under dual control (eg plots B, G and K). Such buildings are also physically attached to the plots with LBH (A and F). To avoid this straddling, the GLA could take over the whole of LBH's part of the site, leaving the GLA and LBTH to act as LPAs for the purposes of the s106 and planning conditions. We consider it more equitable in such circumstances for GLA to assume responsibility for the whole of the site.

### **3. LBTH DRAFT HEADS OF TERMS**

#### **3.1 Affordable Housing**

#### **3.2 Employment and Enterprise**

- Contribution towards Employment and Enterprise.
- Access to Employment (Local Procurement; Local Labour in Construction; end Phase local Jobs)

#### **3.3 Site Specific Transport and Highway requirements**

- Allowing the public to pass and re-pass within the site with controlled/timed public access
- Contribution payable for a Traffic Regulation Order in relation amendments to parking bay locations on the roads immediately surrounding the site (Braithwaite Street, Quaker Street and Sclater Street)

#### **3.4 Construction - Considerate Contractor Scheme – a commitment to carry out all works in keeping with the National Considerate Contractor Scheme.**

#### **3.5 Car Free Development**

#### **3.6 Travel Plan - to be submitted and approved on a block by block basis. Trigger for submission is 75% occupation of the floorspace in each block. 5 year monitoring period.**

#### **3.7 Crossrail Contribution**

### **4. LBH DRAFT S106 HEADS OF TERMS**

#### **4.1 Affordable Housing**

- Payment of a contribution to secure the provision of off-site affordable housing.

#### **4.2 Affordable Workspace**

- The leasing of part of the B1 office accommodation as affordable workspace to an affordable workspace provider.

#### **4.3 Employment**

- Engagement with LBH Ways into Work.
- Contribution towards operational costs of Ways into Work.

#### **4.4 Construction**

- Commitment to the Council's local labour and construction initiatives (on site employment).
- Considerate Contractor Scheme – a commitment to carry out all works in keeping with the National Considerate Contractor Scheme.

#### **4.5 Car Free Development**



- 4.6 **Travel Plan** to be submitted and approved on a block by block basis. Trigger for submission is 75% occupation of the floorspace in each block. 5 year monitoring period.
- 4.7 **Crossrail Contribution**
5. **GENERAL – OBLIGATIONS TO GLA/TfL**
- 5.1 TfL Cycle Docking Stations - payment of £600,000 to TfL for provision of two docking stations each of 30 spaces within the site and funding of a further 30 cycle docking station at an off-site location within 1 km of the site in a location to be agreed with TfL.
- 5.2 Enter into a S278 Agreement with LBTH and TfL (possibly LBH) for site specific off-site highways works including:
- Footways - provision of new vehicular crossovers reinstatement of existing crossovers and reparations on footways immediately abutting the site boundary;
  - Installation of a roundel on Shoreditch High Street to increase visibility of Shoreditch High Street Station;
  - Amendments to parking bays as above
- 5.3 Enter into an S278 agreement with TfL and LBH for site specific works
- Design, costing and relocation of bus stops and provision of bus shelters and associated technology;
  - Prior to submission of reserved matters for plots A or B, the Developer to explore with TfL and LBH/LBTH the feasibility of a second entrance to Shoreditch High Street station and, if deemed feasible to include such details in the reserved matters applications for plots A or B and enter into a section 278 Agreement for the delivery of such works
  - Financial contribution to TfL in relation to the Shoreditch Triangle Scheme (including Legible London Signage). Step in rights for the Developer if the works are not carried forward within a set timescale.

Hogan Lovells International LLP  
27 October 2015



## BISHOPSGATE GOODS YARD

GLA ref: D&P/1200b&c

LBH ref: 2014/2425

LBTH ref: PA/14/02011

Reason for Meeting: Third section 106 agreement meeting

Date: 22 December 2015

Held at: Ashurst LLP

### ATTENDEES

The Greater London Authority	
Matt Christie	GLA
Trevor Goode	Ashurst
Charlie Reid	Ashurst
Brian Cheung	Ashurst
Bishopsgate Goodsyard Regeneration Limited	
Jonathan Weston	Ballymore
Julian Shirley	DP9
Claire Dutch	Hogan Lovells
Hannah Quarterman	Hogan Lovells

### ACTIONS ARISING FROM MEETING

#### 1. DEVELOPER ACTIONS

- 1.1 Developer to prepare a summary of the site constraints. In respect of the Network Rail "eight-tracking reserve", drawings and an explanation as to how WSP have worked around this constraint are to be provided in order to assist the GLA in its reporting process and to address concerns raised by the public. **RECEIVED 23.12.2015 AND UNDER REVIEW. FURTHER DETAIL FROM WSP AWAITED.**
- 1.2 Hogan Lovells/Herbert Smith to provide a detailed explanation of the title position (e.g. pre-conditions to plot drawdown etc) in order to provide confidence to the GLA that the scheme is buildable and that title and development constraints have been considered and assessed and taken into account when negotiating the s106 agreement.
- 1.3 DP9 to arrange a consultants' meeting in the first week of 2016 to address any issues arising from LUC's review of the Regulation 22 information and GVA's review of the daylight/sunlight report by GIA, with a view to the Regulation 22 Consultation commencing on 25 January 2016.

- 1.4 DP9 to arrange a meeting in the first week of 2016 with GLA to address energy and air quality issues.
- 1.5 Developer to update, and circulate, the table containing the breakdown of the affordable housing offer to include:
- (a) details of the ratio of market housing and affordable housing delivered in each phase; and
  - (b) figures for affordable housing expressed as percentages of units and habitable rooms across the entire site.

**RECEIVED 23.12.2015 AND UNDER REVIEW**

- 1.6 In connection with the above, DS2 to provide a more detailed version of the affordable housing offer in response to the queries raised by GLA/Ashurst to date.
- 1.7 Hogan Lovells to provide the GLA/Ashurst with a copy of the email from Hackney Homes confirming that £250,000 per unit is the correct assumption to make in respect of PiL.  
**RECEIVED 23.12.2015**
- 1.8 Hogan Lovells to prepare a table or list detailing all highway related projects by the boroughs and TfL together with all other transport related planning obligations. The table should indicate:
- (a) which works are to be delivered under a section 278 agreement and which will be covered by the Shoreditch Triangle Scheme contribution;
  - (b) which works are, in the JV's view, necessary to mitigate the impact of the development; and
  - (c) the cost of providing car and cycle club memberships.
- 1.9 Hogan Lovells/DP9 to circulate recent precedents of LBTH and LBH section 106 agreements that are consistent with current policy showing the approach taken towards employment, skills and training (i.e. whether a contribution is sought in addition to non-financial measures).
- 1.10 DP9 to circulate a note on Hackney policy relating to under-provision of employment floorspace and justifying JV's view that the scheme is employment led and that no payment is required.
- 1.11 DP9/Developer to prepare a note on frontage of retail units in Plot K on Phoenix Street.
- 1.12 Developer to provide a comparison of the costs of providing both the JV's and LBTH's proposed ideas store. **RECEIVED 23.12.2015 AND UNDER REVIEW.**
- 1.13 Hogan Lovells to circulate an extract of the Wood Wharf section 106 and recent other LBTH section 106 agreements that relate to provision of a GP surgery. **RECEIVED 29.12.2015.**
- 1.14 DP9 to check and confirm what policy support there is for LBH's meantime uses proposal.
- 1.15 DP9 to check LBTH's position on financial penalties for failure to deliver apprenticeships and confirm JV's position on this issue.
- 1.16 Developer to confirm whether the JV accepts the principle of paying the London Living Wage to apprentices.
- 1.17 Developer to check the details regarding reduction of capacity in Bethnal Green Road Cycle Hire docking station and expansion of capacity elsewhere.

- 1.18 WSP to confirm what is meant by "Cycle Maintenance Facilities" referred to in item 3 of the table in WSP's post-application response document.
- 1.19 Developer/Hoare Lea to confirm whether provision of one onsite energy centre is acceptable.
- 1.20 Developer/Hogan Lovells to provide details of parent company guarantee.
2. **GLA ACTIONS**
- 2.1 Matt Christie to seek instructions from TfL on the highway works table/list, once received. In particular, TfL should be asked whether the proposed drop-off point needs to be dedicated for taxi drop-off.
- 2.2 Matt Christie to liaise with planning officers at the boroughs regarding their engagement with section 106 negotiations.
- 2.3 Matt Christie to coordinate with GLA officers with regards to Air Quality and Energy matters and to then liaise with the JV accordingly.
- 2.4 Matt Christie to continue liaising with GVA and LUC in respect of Regulation 22 matters and coordinate with the JV as necessary.
- 2.5 Ashurst to continue liaising with the Boroughs in respect of engagement with S106 process. Matt Christie to liaise with case officers accordingly.

<b>NEXT MEETING</b>	
Date:	12 January 2016
Time:	10 a.m.
Location:	Ashurst LLP

## Bishopsgate Goods Yard

### Affordable Housing Heads of Terms

#### 1. Introduction

Key requirements of both LBTH and LBH are delivery and early phasing of affordable housing/payment in lieu and to deliver the maximum reasonable amount of affordable housing whilst at the same time maintaining a viable and deliverable scheme. **[Agreed]**

#### 2. JV Proposal

2.1 JV housing mix is as follows:

Plot	Studio	1 bed	2 bed	3 bed	4 bed	5 bed	Total
C	64	120	133	36	5		358
D	15	130	125	43			313
E		21	28	42	8	4	103
F	31	136	136	126			322
G	26	110	102	22			266
Total	136	517	514	172	13	4	1,356
%	10%	38.1%	37.9%	12.7%	1%	0.3%	100%

**[Agreed]**

2.2 JV is proposing the following affordable housing:

- (a) LBTH – 25% by hab room comprising 48 intermediate<sup>1</sup> and 93 social rent
- (b) LBH – payment in lieu of £21.825 million = 15% by dwelling (87.3 dwellings comprising 35 intermediate and 52 social rent). 340 habitable rooms

**[Agreed]**

#### 3. LBTH

3.1 On site affordable housing. The assumption (to be confirmed with LBTH) is that the mix is policy compliant.

3.2 Proposed phasing:

	Units	Estimated Date for delivery
Plot C	346 market 12 intermediate <sup>1</sup>	2020
Plot E	[10 intermediate] <sup>2</sup>	[2020]

<sup>1</sup> Specify which units will be the intermediate units and number of habitable rooms. Gerald Eve has asked for a detailed schedule from DS2.

	[93 social rent]	
Plot D	287 market 26 intermediate <sup>1</sup>	2026

**[Plan to be provided showing proposed location of affordable housing]**

- 3.3 Enter into an agreement for the transfer of the affordable housing to RSL prior to Commencement of construction of relevant Plot.
- 3.4 Affordable housing in each relevant Plot to be transferred and delivered prior to Occupation of market housing. **[Agreed]** Rent and Nominations Agreements to be entered into by RP within 15 days of the relevant affordable units being transferred.
4. **LBH**
- 4.1 Payment in lieu - £21.825 million payable on the Commencement of Plots F and G
5. **Review Mechanism**
- 5.1 Upward only review. **[Agreed]**
- 5.2 Maximum provision is policy cap of 50%. **[Agreed]**
- 5.3 Substantial Implementation review to be site-wide. Subsequent Reviews will be in respect of the particular Plot/Phase in question taking into account the outputs of the previous Review. **[Agreed]**
- 5.4 Proposed review triggers are:
- (a) Substantial Implementation
- Site-wide review three years from the date of the grant of Planning Permission, if "Substantial Implementation" i.e. construction of Plot C to podium level has not occurred; **[Agreed but JV wish to amend definition of Substantial Implementation because unable to carry out this extent of works without three years.]**
- If a Surplus results from the site-wide Substantial Implementation Review (which is then converted into PiL and affordable housing), this becomes the new base position and is the basis upon which subsequent Reviews will be appraised to assess whether any further Surplus arises at such times.
- (b) Review 1
- Review will cover Phase 1 (Plots C, H and E) and Phase 2 (Plots A and B). Carried out prior to Commencement of Phase 1.
- Where a Substantial Implementation Review has taken place and Substantial Implementation is subsequently achieved within one year of that review, Review 1 is not required. This is because conclusions of the Substantial Implementation Review will include the Review 1 IRR.

<sup>2</sup> JV's most recent offer confirmed that Plot E would remain 100% affordable but with a maximum of 60% social rent. The proposal was for 254 social hab rooms and 158 intermediate hab rooms. These figures need to be confirmed in light of recent negotiations. The numbers of social rent and intermediate units also needs to be confirmed alongside hab room figures and which units will be the affordable units also needs to be specified.

If the Substantial Implementation Review is not triggered or is carried out over one year prior to Substantial Implementation being achieved, Review 1 is still required. However, any surplus or deficit arising from that Review 1 shall be carried forward to Review 2 and no additional PIL or affordable housing shall be required within Phases 1 and 2.

(c) Review 2

Review will cover Phase 3 (Plots F, G and L). Carried out prior to Commencement of Phase 3.

Return = Review 1 IRR + Review 2 IRR

(d) Review 3

Review will cover Phase 4 (Plots D, I and J) and Phase 5 (Plot K). Carried out prior to Commencement of Phase 4.

Return = Review 1 IRR + Review 2 IRR + Review 3 IRR

(e) Additional Reviews

(i) Further period review if development stalls for a continuous period in excess of 24 months. **[Agreed]**

(ii) Further, automatic review if there is any variation in phasing. **[Agreed, subject to no review during first three years so long as Substantial Implementation has occurred.]**

5.5 Review based on RICS Guidelines: **[To be discussed by surveyors]**

- (a) Site Value to be fixed
- (b) minimum Trigger IRR to be determined
- (c) Site wide costs to be apportioned pro-rata across the phases.

5.6 If the Return resulting from any Review, (as defined in 5.4) is greater than the agreed Trigger IRR then a Surplus will arise.

5.7 If the Return resulting from any Review is less than the agreed Trigger IRR then a Deficit will arise. The Deficit is converted into a monetary amount and included as a day one cost in any subsequent Review.

5.8 Where the Return resulting from any Review is greater than the agreed Trigger IRR and a Surplus is generated, the IRR which is carried forwards for the purposes of subsequent Reviews will be the Trigger IRR.

5.9 Surplus means the monetised amount of profit established in the relevant Review minus the amount of profit that the appraisal would have shown if its IRR had been equal to the Trigger IRR.

5.10 Surplus to be shared as follows: **[Agreed]**

JV	50%
LBTH	25% - on site provision subject to feasibility
LBH	25% - PIL.



- 5.11 It follows that the "Applicable Surplus" (i.e. the portion of any Surplus that can be converted into affordable housing and PiL) is 50% of the Surplus split 25:25 between the LBH and LBTH.
- 5.12 If a Review indicates a Surplus, scheme to be amended to make provision for additional on-site affordable housing for LBTH (excluding Plots C and E as delivered in Phase 1– see above). **[Agreed]**
- 5.13 If this is not possible, delivery of off-site affordable housing on a donor site. If no donor site available PiL to be paid to either LBTH or GLA as directed by the GLA. Either additional housing or PiL to be delivered/paid prior to Occupation of the relevant Plot which was the subject of the review. **[Agreed]**
- 5.14 Surplus for LBH is to be by way of PiL. With the exception of Phases 1 and 2 (see above), payment to LBH to be made prior to Occupation of relevant Phase which was the subject of the review. **[Agreed]**
- 5.15 All payments to be indexed. **[Agreed]**
- 5.16 Where a Surplus is generated following a Review and any Applicable Surplus converts into affordable housing and PiL which is not be delivered until a later Phase, the additional affordable housing and PiL shall be treated as being delivered within the Phases that were subject to the Review which gave rise to the Applicable Surplus. It follows, that the relevant affordable housing and PiL would then be excluded from subsequent Reviews in order to avoid double-counting.
- 5.17 Illustrative and Worked Examples prepared by Gerald Eve are appended.

**Ashurst LLP**

**18 February 2016**

## ILLUSTRATIVE EXAMPLES PREPARED BY GERALD EVE

- 1) Say, for Review 1 the VA ( $IRR^{T=P1, VA} = 9\%$ ), the IRR for Review 1 is [9%] and therefore no surplus and therefore no Applicable Surplus arises.
- 2) Assume say (1) and for the VA for Review 2 ( $Review\ 1\ IRR + IRR^{T=R2, VA} = [16\%]$  IRR, the combined IRR for Review 1 and 2 is [16%] and therefore no Surplus and therefore no Applicable Surplus arises.
- 3) Assume say (1) and following the VA for Review 2 (where  $IRR^{T=R2, VA} = [34\%]$ ) this gives rise to a [23%] IRR, a Surplus arises of a [3%] of which the Applicable Surplus (50/100) will be converted into a monetary amount (see Annex xx)
- 4) Assume say (3), the Review 3 IRR will assume the IRR for Review 1 and Review 2 = [20%] (i.e. reduced from [23%]) to which will be added the IRR arising from Review 3 (i.e. Review 1 IRR + Review 2 IRR +  $IRR^{T=R3, VA}$ ). Therefore if the  $IRR^{T=R3, VA} = [25\%]$  when added to Review 1 and Review 2 there would be a Surplus of [5%].

It is implicit in all calculations that the costs and values giving rise to the respective IRR are frozen at date T in each instance in order to derive the single IRR in accordance with the Return for each Review.

Where: **T** = the dates of the VA based on costs and values at those dates

**R1, R2, R3** = the dates of the VA for Review 1 or Review 2 or Review 3

**VA** = Viability Appraisal comprising the Review Phases.

**IRR** = Internal Rate of Return arising from the VA based on costs and values at T

## WORKED EXAMPLES PREPARED BY GERALD EVE

### Worked Example - Surplus and Applicable Surplus

#### PART 1 - CALCULATION OF SURPLUS

##### 1. LBTH details submitted :

Market residential:	[433] units <sup>3</sup>
Affordable Rent/ Social Rent:	[93] units
Intermediate (Shared Ownership):	<u>[48] units</u>
Total dwellings:	[574] units
Affordable percentage case)	[25%] (by hab rms in LBTH; & indicative by units in this case)

##### 2. Relevant calculated inputs:

Site Value	[£80,000,000]
Infrastructure	agreed Infrastructure Costs
Market residential value	£[500,000] per unit <sup>4</sup>
Affordable Rent value	£[140,000] per unit <sup>5</sup>
Intermediate value	£[300,000] per unit <sup>6</sup>
Weighted AH unit value	£[188,000] per unit <sup>7</sup>

##### 3. Viability Appraisal outputs

Total Residential use	£[462,300,000]
Commercial Uses	<u>£[100,000,000]</u>
Total GDV	£[562,300,000]
Site Value	£[80,000,000]
Infrastructure costs	£[130,000,000]
Other Development Costs	<u>£[306,300,000]</u>
Total costs	£[516,300,000]
Profit	£[46,000,000]
IRR	[21.7%]

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<sup>3</sup> Note: To be presented in habitable rooms once available from Applicant

<sup>4</sup> This represents, for the purposes of the AH equation, a weighted average of the private market unit value at the review date

<sup>5</sup> This represents, for the purposes of the AH equation, a weighted average of the affordable rent unit value at the review date

<sup>6</sup> This represents, for the purposes of the AH equation, a weighted average of an Intermediate Unit (Shared Ownership) value at the review date

<sup>7</sup> This represents, for the purposes of the AH equation, a weighted average Affordable Rent units and Intermediate Unit (Shared Ownership) according to the tenure mix of 70/30.

## **VIABILITY REVIEW EVIDENCES SURPLUS**

### **4. Calculation of Surplus**

Profit of Viability Appraisal	£46,000,000
Profit if IRR equals Target IRR ([20%]) <sup>8</sup>	<u>£40,000,000</u>
Surplus	£6,000,000

### **PART 2 – Calculation of Applicable Surplus**

**50% x £6,000,000**

**Applicable Surplus = £3,000,000**

50% of the Applicable Surplus would be £1,500,000, therefore £1,500,000 would be a cash payment (PIL) to London Borough of Hackney, and £1,500,000 would be placed into the AH Equation (as defined by the worked example Annex xx (see below ) for the London Borough of Tower Hamlets.

---

<sup>8</sup> Target IRR is calculated by adding a cost into the viability appraisal at the valuation date in order to

### Worked Example - Affordable Housing Equation (LBTH)

#### 1. Example 1 - Application of Applicable Surplus towards Additional AH for LBTH as combination of Intermediate (Shared Ownership) and Affordable Rent in accordance with tenure mix

$$\text{AAHD} = \frac{\text{AS} + \text{AHF}}{(\text{VMD less VPAHD } 1,2)}$$

Applicable Surplus (AS)	£1,500,000
Affordable Housing Funding (AHF)	£0
Market residential value (VMD)	£500,000 per unit
Weighted AH unit value (VPAHD 1,2)	<u>£188,000 per unit</u>
VMD less VPAHD 1,2	£312,000

Additional Affordable Housing Units	4.8 units
<b>Additional Affordable Housing Units</b>	<b>4</b>

4 AAHD applied to the tenure mix of 70/30 = 3 Affordable Rent units + 1 Intermediate (Shared Ownership) units

<b>Residual Sum (RS)</b>	£1,500,000 less ((3 x £360,000) + (1 x (£200,000))) = £220,000
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#### 2 Example 2 – LBTH may seek, at their option, to receive the Surplus as a PIL

## Paul Robinson

---

**From:** Julian Shirley <[REDACTED]@dp9.co.uk>  
**Sent:** 22 December 2015 21:28  
**To:** Matt Christie  
**Cc:** Jonathon Weston; COUGHLAN, Tony; Quarterman, Hannah; Dutch, Claire  
**Subject:** Goods Yard; off-site contributions

Matt

As discussed this morning, please see below emails between DS2 and John Lumley confirming the use of the figure £250K as the basis for the off-site housing payment.

Regards  
Julian

Julian Shirley

direct: 020 7004 [REDACTED]  
mobile: 07795 [REDACTED]  
e-mail: [REDACTED]@dp9.co.uk

Dp9 Limited  
100 Pall Mall  
London  
SW1Y 5NQ

telephone: 020 7004 1700 facsimile: 020 7004 1790 website: [www.dp9.co.uk](http://www.dp9.co.uk)

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---

**From:** John Lumley [[mailto:\[REDACTED\]@Hackney.gov.uk](mailto:[REDACTED]@Hackney.gov.uk)]  
**Sent:** 08 December 2015 11:01  
**To:** Pascal Levine  
**Subject:** RE: off-site contributions

Hi Pascal

Yes, please use the £250k figure.

Thanks

John

John Lumley  
Assistant Director - Housing & Regeneration  
London Borough of Hackney

[REDACTED]  
[REDACTED]@hackney.gov.uk

[www.hackney.gov.uk/regeneration](http://www.hackney.gov.uk/regeneration)  
[@hacknycastle](https://twitter.com/hacknycastle)  
[www.facebook.com/hacknycastle](https://www.facebook.com/hacknycastle)

---

**From:** Pascal Levine [[mailto:\[REDACTED\]@DS2.co.uk](mailto:[REDACTED]@DS2.co.uk)]

**Sent:** 03 December 2015 10:37

**To:** John Lumley

**Subject:** off-site contributions

John

Further to our meeting on 10 August 2015 we have been using £250k per habitable room as a payment for off-site housing (to assist in funding the Council's delivery programme 'round two'). We've been keeping an eye on committee reports with the most recent being One Crown Place at £210k per unit (July 2015).

Can you confirm that the £250k figure remains relevant for the modelling that we are undertaking, thanks.

Happy to discuss if that's easier.

Kind regards

Pascal Levine MRICS

Partner



DS2 LLP

100 Pall Mall, London

SW1Y 5NQ

website: [www.ds2.co.uk](http://www.ds2.co.uk)

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## NOTE OF MEETING

### Bishopsgate Goods Yard

Reason for Meeting: Initial meeting with developer's lawyers

Date: 24 November 2015

Held at: Ashurst LLP

Attendees:

Claire Dutch	CD	Hogan Lovells
Hannah Quarterman	HQ	Hogan Lovells
Trevor Goode	TG	Ashurst
Charlie Reid	CR	Ashurst
Tom Rowberry	TR	Ashurst
Brian Cheung	BC	Ashurst

## MEETING SUMMARY

### 1. PROCEDURAL MATTERS

- 1.1 In terms of the Regulation 22 consultation, CD explained that the desire was for the ES addendum to take account of LUC's comments on the ES on behalf of the boroughs. LUC's comments were apparently being issued to the GLA today. Hogan Lovells have advised that the Regulation 22 consultation should last 28 days to ensure adequate time over the festive period. However, the developer is nervous about leaving the boroughs to conduct the Regulation 22 consultation in case they do it wrong or take too long (deliberately or otherwise) thereby increasing challenge risk.
- 1.2 TG set out the GLA's preferred approach of agreeing heads of terms before substantial drafting and for Ashurst to be primarily responsible for drafting. CD agreed but noted the loss of time that would be incurred by waiting for the boroughs to engage after their committee meetings on 10 December. It was noted that S106 discussions would run in parallel to the Regulation 22 consultation.
- 1.3 TG confirmed that a meeting on Thursday (26 November) had been set up with the GLA. CD requested feedback from Ashurst after the meeting.
- 1.4 CR stated that the logistics were in place for weekly all-party meetings every Tuesday and that the boroughs are aware of these meetings. It is unlikely that the boroughs will attend next Tuesday's meeting as it will be before their committee reports are published on 3 December. The boroughs may be unwilling to attend meetings until 15 December. CD stated that the developer was keen to make productive use of the intervening time.
- 1.5 CD informed the meeting that there are "rumours" that Hackney is considering a judicial review of the Mayor's decision to recover the application, based on the argument that the Mayor was not the planning authority at the time of the decision and that, therefore, the decision was open to challenge within the usual three-month period rather than six weeks. CD confirmed that Russell Harris QC's opinion is that the 6 week challenge period applies.

- 1.6 CD also informed the meeting that Russell Smith, the case officer at Hackney, would be resigning and joining the GLA. This might lead to delays within Hackney.
- 1.7 CD stated that she is keeping Network Rail informed of the process. The JV is confident that Network Rail will not object to any aspect of the development/application as they are keen for the site to be developed.
- 1.8 In terms of future S106 meetings it was accepted that there may be a need for certain meetings to be topic-based, e.g. affordable housing or highways given the complexity of these particular issues.

## **2. JOINT VENTURE**

- 2.1 CD stated that her client is Bishopsgate Goodsyards Regeneration Limited (the "**JV**"), a joint venture between Hammerson plc and Ballymore Group. She is not aware of there being any foreign investment in the JV. She is awaiting her client's response to CR's request for details of the JV's covenant strength.
- 2.2 Jonathan Weston (Ballymore) and Tony Coughlan (Hammerson) will be attending meetings and will have authority to make decisions on the S106.

## **3. NETWORK RAIL SAFEGUARDING**

CD stated that her understanding is that Network Rail have "safeguarded" part of the site through the property documents entered into with the JV. She has asked the JV to instruct Herbert Smith Freehills ("**HSF**") (which acts for the JV on property issues) to produce a short explanation of the issue and is hoping to have a response by the end of the week. Otherwise, she will ask Network Rail directly.

## **4. HIGHWAYS**

- 4.1 The complexity of the highway works required was discussed and the interface with CIL. CD mentioned the CIL pooling restrictions and the difficulty of determining the applicability of exemptions for highway works. She indicated that her preferred approach would be to agree the scope of highway works required for the scheme with TfL. HQ pointed out that Hackney's agreement would be needed as most of the works would be on roads for which Hackney is local highway authority.
- 4.2 CD queried if TfL would be a party to the s106 agreement. TG stated that TfL had suggested that it should be, although the GLA and TfL remain open-minded. There was discussion of previous examples where the GLA has passed on contributions to TfL instead of TfL being party; CD acknowledged that the substantial nature of the highway works in this case may mean a different approach is required.
- 4.3 TG confirmed that Ashurst would act for TfL in respect of the S106.

## **5. AFFORDABLE HOUSING**

- 5.1 It was noted that BNPP's report suggests 31% affordable housing with a £12m payment in lieu.
- 5.2 CD stated that her client is aware a review mechanism will be necessary but stressed that viability needs to be dealt with for the site as a whole. There should be no split-review although phasing will need to be considered. Hogan Lovells are keen for any review mechanism to be as simple as possible with the preference being to update the original FVA rather than doing a new one. Key issues will be: (1) when a review is triggered, (2) differing inputs/costs across the two boroughs, and (3) how any surplus is allocated between boroughs.
- 5.3 TG queried whether the JV accepts that a review might lead to increased on-site provision (in LBTH) rather than an additional financial contribution. CD stated that she had to take instructions but ventured that a financial contribution would be preferred. HQ pointed out that there is no scope for on-site provision in the Hackney.

6. **CROSS-BOUNDARY ISSUE**

- 6.1 The "Zone A approach" was generally discussed. CD and HQ stated that they were happy to consider alternative approaches. They explained that the JV's preference is a site-wide approach (although questions of enforcement and monitoring remain to be answered). Their concern with this is the time it may take to achieve consensus with the boroughs and the opportunity this approach provides to the boroughs to stall negotiations.
- 6.2 There was discussion of agreeing a protocol within the S106 specifying how the boroughs would liaise to determine and enforce (shared but not dual enforcement) specified conditions and obligations and for the GLA to step-in if necessary. Although open to this suggestion, CD pointed out that this approach may not be possible if the boroughs refused to sign the S106. TG stated that, in that case, details could be submitted to the GLA, which could approve in consultation with the boroughs. It was acknowledged that the JV would need to fund any resource that the GLA had to devote to such matters.
- 6.3 CD was keen to emphasise that there needed to be a "Plan A" (borough involvement) and a "Plan B" (no borough involvement) with appropriate structures prepared and drafted in parallel.

## Paul Robinson

---

**From:** Matt Christie  
**Sent:** 01 April 2016 18:19  
**To:** 'Jim Pool'; Stewart Murray  
**Cc:** Julian Shirley  
**Subject:** RE: Goodsynd scenario

Jim,

Thank you for your email. As you appreciate your proposals introduce significant new legal points at a late stage in the planning process. They require careful consideration and we are seeking legal advice.

Regards.

Matt Christie | Senior Strategic Planner and Urban Designer | Development & Projects Greater London Authority |  
City Hall, The Queen's Walk, More London Riverside, London SE1 2AA  
Tel: 020 7983 [REDACTED] Email: [REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)

-----Original Message-----

From: Jim Pool [<mailto:jim.pool@dp9.co.uk>]  
Sent: 01 April 2016 16:23  
To: Stewart Murray  
Cc: Matt Christie; Julian Shirley  
Subject: Goodsynd scenario

Stewart

I mentioned in passing a scenario whereby the Mayor could grant permission for the LBH application alone and defer a decision on the LBTH application to allow the part of the scheme within LB Tower Hamlets to be modified, should the Mayor see fit, to address any perceived daylight and sunlight issues.

With that in mind Hogan Lovells have prepared the attached note.

We also mentioned an option where we undertook not to build out a block. HL would be happy to discuss on a theoretical basis the logistics of this with your lawyers. Who should they speak to?

Regards

Jim

A

## Paul Robinson

---

**From:** Matt Christie  
**Sent:** 22 February 2016 17:22  
**To:** 'Jonathon Weston'  
**Cc:** [REDACTED]@hammerson.com; Julian Shirley; Dutch, Claire; Wood, David; Esther Thornton  
**Subject:** RE: The Goodsyrd - Further amendments to CiL/s106 payments and delivery triggers

Jon,

Thanks for confirming your revised position on behalf of the JV. I'll get back if I have any questions.

With regards the outstanding heritage issue, this is connected to the listed building application 2014/2427. LB Hackney listed the following as a reason for refusal:

*The detailed proposals for the listed Oriel Gate and associated structures result in direct and substantial harm to the designated heritage asset. It is considered that the development goals could be achieved without the harm caused. The proposed development is considered contrary to Policy CS 25 of the Hackney Core Strategy 2010 and DM28 of the Hackney Development Management Local Plan 2015. The proposed development is considered contrary to BG9 of the Bishopsgate Goods Yard IPG 2010*

The Officer's Report is available at this link:

<http://mginternet.hackney.gov.uk/documents/s46507/Goods%20Yard%20Com%20Report.pdf>

In the Officer's Report, the following parts are most relevant:

- Para 4.81.1, page 36 conservation
- Para 4.10.1, page 45 design
- Para 6.5
- Paras 6.7 design
- Para 8, page 86, recommendations

LB Tower Hamlets advised that the Mayor should determine their LB consent as he sees fit, and suggested conditions.

As you will see from reading the relevant paras, it's a little confusing and unclear as to whether Hackney object or not. They seem quite definitive on some elements- specific treatment of the Oriel gate, bringing the phasing forward and being specific about designs for the shop fronts, but less clear on this issue of listing. I am looking at this with our heritage advisor (who may need a conversation with Kevin Murphy) and will revert when we have a GLA view.

Thanks

Matt

---

**From:** Jonathon Weston [mailto:[REDACTED]@ballymoregroup.com]  
**Sent:** 22 February 2016 15:14  
**To:** Matt Christie  
**Cc:** [REDACTED]@hammerson.com; Julian Shirley; Dutch, Claire; Wood, David

**Subject:** The Goodsynd - Further amendments to CiL/s106 payments and delivery triggers  
**Importance:** High

Matt

Further to the meeting last week at which the JV set out its revised position in the context of the above, I confirm the following on behalf of the JV;

1. 12 Intermediate Affordable Housing Units in plot C – Agreed
2. Phase 1 of the Park (plot H) delivered prior to occupation of plot C – Agreed
3. Full employment contribution (as requested in the Borough Committee report) – Not Agreed – No substantiation/supporting information provided by either Borough. JV position remains
4. Additional LBTH highways improvements in addition to the Bethnal Green Road Crossing – Not Agreed – No substantiation/sporting information provided to support the request
5. Payment of PiL – 100% on Commencement (50% for each building)– Not Agreed – JV propose 50% payable by each building on commencement of each buildings superstructure above podium level (above Level 2 +27m AOD)
6. With regard to point 2 – the JV also confirm that they will except the same trigger for the park in phase 4 – i.e. delivered prior to occupation of plot D

Should you have any questions please let me know.

On a linked point, please can you circulate correspondence relating to the heritage issues raised by LBH in order for the JV to be able to respond fully to any issues raised.

Regards

Jon

**Jonathon Weston**  
Projects Director

+44 (0)20 7510 9166  
+44 (0)7747 868 121



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## Paul Robinson

---

**From:** Matt Christie  
**Sent:** 24 February 2016 14:39  
**To:** 'Jonathon Weston'  
**Cc:** [REDACTED]@hammerson.com'; 'Julian Shirley'  
**Subject:** RE: The Goodsyrd - Heritage issues

Jon,

With reference to the heritage issues discussed below. I have now sat down and gone through these with Edmund Bird and I will soon have a comprehensive list of specific points for Kevin Murphy to consider. I suggest that I email this directly to Kevin as a prelude to a meeting at which myself, Kevin and Edmund go through the list and thrash out a very clear set of actions for Kevin to follow-up. This seems to me the most effective way of resolving this quickly.

If you agree, could you please speak to Kevin about his availability on Friday 4<sup>th</sup> March (bearing in mind our meeting at 1130) and let me have his email address.

Thanks

Matt

---

**From:** Matt Christie  
**Sent:** 22 February 2016 17:22  
**To:** 'Jonathon Weston'  
**Cc:** [REDACTED]@hammerson.com; Julian Shirley; Dutch, Claire; Wood, David; Esther Thornton  
**Subject:** RE: The Goodsyrd - Further amendments to CiL/s106 payments and delivery triggers

Jon,

Thanks for confirming your revised position on behalf of the JV. I'll get back if I have any questions.

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LB Tower Hamlets advised that the Mayor should determine their LB consent as he sees fit, and suggested conditions.

As you will see from reading the relevant paras, it's a little confusing and unclear as to whether Hackney object or not. They seem quite definitive on some elements- specific treatment of the Oriel gate, bringing the phasing forward and being specific about designs for the shop fronts, but less clear on this issue of listing. I am looking at this with our heritage advisor (who may need a conversation with Kevin Murphy) and will revert when we have a GLA view.

Thanks

Matt

---

**From:** Jonathon Weston [[mailto:\[REDACTED\]@ballymoregroup.com](mailto:[REDACTED]@ballymoregroup.com)]  
**Sent:** 22 February 2016 15:14  
**To:** Matt Christie  
**Cc:** [REDACTED] [hammerson.com](mailto:[REDACTED]@hammerson.com); Julian Shirley; Dutch, Claire; Wood, David  
**Subject:** The Goodsynd - Further amendments to CiL/s106 payments and delivery triggers  
**Importance:** High

Matt

Further to the meeting last week at which the JV set out its revised position in the context of the above, I confirm the following on behalf of the JV;

1. 12 Intermediate Affordable Housing Units in plot C – Agreed
2. Phase 1 of the Park (plot H) delivered prior to occupation of plot C – Agreed
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Should you have any questions please let me know.

On a linked point, please can you circulate correspondence relating to the heritage issues raised by LBH in order for the JV to be able to respond fully to any issues raised.

Regards

Jon

**Jonathon Weston**  
Projects Director



**From:** Julian Shirley <[REDACTED]@dp9.co.uk>  
**Sent:** 07 January 2016 12:19  
**To:** Matt Christie  
**Cc:** Jonathon Weston; COUGHLAN, Tony; Dutch, Claire; Quarterman, Hannah; Wood, David  
**Subject:** The Goods Yard - Plot K / Phoenix Street Interface  
**Attachments:** Plot K - Constraints.pdf; Amended Scheme\_PL(9)1033.pdf; 201601061524.pdf

Matt

I refer to our meeting before Christmas where we discussed the interface between the ground floor level of Plot K and the provision of an active frontage along the entirety of Phoenix Street. At the meeting, Euan commented that it should be explored as to whether the remainder of the north elevation could also comprise active frontage. There are a number of reasons why this is not possible in practice.

### **Technical Constraints**

Firstly, there are a number of technical constraints associated with building over the railway line which make it very difficult to provide active frontage along the entirety of the north elevation of the building. Attached is a series of diagrams and illustrative plans showing the constraints of Plot K. During the design discussions on Plot K a key aspiration for the team was to try and animate the entire ground floor of the building with retail or business space, provided we could find a solution to the constraints created by the 6 lines running in and out of Liverpool Street station.

We considered pushing Plot K towards Plots F&G and the impact this would have on the masterplan to allow for additional retail space on the northern side of the building. However, as Phoenix Street is the key servicing route into Plots F&G (including fire tenders) and an important new pedestrian route connecting Commercial Street and London Road, it was agreed that this option should not be progressed.

Further consideration was given to creating some additional retail space at ground level by spanning across the railway and using the space between the gantries. Figures 1, 2 and 3 on the attached document clearly show the constraints that the team faced from the gantries and the required airspace needed for future maintenance and access required by Network Rail. Figure 3 (long section) shows the gantries and their impact from Commercial Street Bridge to Wheeler Street Bridge and as you can see, the air rights have a severe impact on where structure could be placed across the mainline cutting, let alone being able to create a level entrance from Phoenix Street.

The western part of the Plot K only has 1 gantry constraint and this provided the team with the ability to successfully design retail/office space and level entrances from Phoenix street, Commercial Street and Quaker Street. Unfortunately, the eastern part of Plot K has 3 gantries in very close proximity and the creation of any additional usable space at ground floor level is not possible.

Figures 4 and 5 on the attached document illustrate how the submitted scheme can work around these constraints and provide the best solution to animate the street level, whilst also ensuring the potential for a main office reception in the south-east corner of the building has the quality and space required for a building of this size and that it is not compromised.

### **Parameter Plans and Design Guidelines**

As shown on the attached parameter plan submitted with the planning application, the Proposed Ground Floor Uses Plan for Plot K would comprise a mix of business and/or retail use or B1 use at ground floor level fronting Phoenix Street. These uses would provide active frontage along part of the north (and west) elevation of the building fronting Phoenix Street.

Also attached are extracts from the submitted 'Design Guidelines' document which sets out the future approach to the detailed design of Plot K. Paragraph 3.5.4.5 states that *"Blank façades should be avoided. Areas where walls are required to form a perimeter enclosure to the railway line should provide opportunity for cased displays or public artwork to create interest and animation on the façades and adjoining streets."*

As such, the provision of active frontage along so much of the north elevation of Plot K as is physically possible will be secured by approval of the parameter plan. Given that adherence to the Design Guidelines will be required by a condition of the relevant planning permission, there will be a requirement to provide appropriate animation on any part where active uses cannot physically be provided, thus avoiding any blank facades.

Furthermore, the Design Guidelines document stipulates that *"Phoenix Street shall integrate feature perimeter lighting to the North Elevation of Plot K as well as feature lighting to the Highwalk above. At Street level the special quality of Phoenix Street shall be expressed through the adjacent retained Braithwaite Structure. This lighting approach shall encourage a safe, active and enjoyable environment that fosters a sense of civic pride along Phoenix Street."* (para 2.4.15.10). In terms of pedestrian access, the Design Guidelines require for Plot K, *"To support active and animated ground floor frontages, retail and commercial entrances are to be provided to the majority of the street elevations of the building plot, along Commercial Street, Quaker Street and Phoenix Street. The entrances shall be designed as integral parts of the building and will provide prominent access points, taking into account wind / rain impact in the design and Secure by Design considerations. The location of the office entrance shown is illustrative and describes a strategic approach."* (para 3.5.6.3).

It should be noted that para 43 of the GLA Update Stage 1 report (September 2015) acknowledges that the revised Plot K *"has the significant benefit of allowing for frontage and activation along Phoenix Street making it a more inviting route, with a lighting scheme associated with the retained Braithwaite structure."*

In summary, the provision of active frontage along part of the north elevation of Plot K fronting Phoenix Street would be secured through any approval of the submitted parameter plan. The potential for further active uses running along the entire north elevation of Plot K have been explored by the design team. However, due to the existing constraints posed by the gantries and the implications these have on building over the railway line, it is not possible to provide active uses on the north elevation at the eastern end of Plot K. The Design Guidelines document, compliance with which will be required by a condition on the relevant planning permission and will therefore be reflected in the future reserved matters submissions, makes a commitment that there will be animated frontages where active frontages are not provided and as such, there will not be any 'blank' frontage on Plot K along Phoenix Street.

Therefore, the active frontage on the north elevation at the western end of Plot K would be secured under the approval of the submitted parameter plan and the provision of an animated frontage for the remainder of the north elevation, together with a satisfactory lighting scheme for Phoenix Street itself will be secured by virtue of a requirement for compliance with the Design Guidelines document, as part of the future reserved matters application for this Plot.

We hope the above is of assistance, but if you have any queries, please do not hesitate to contact me.

Regards

Julian Shirley

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## 3.5 Plot K

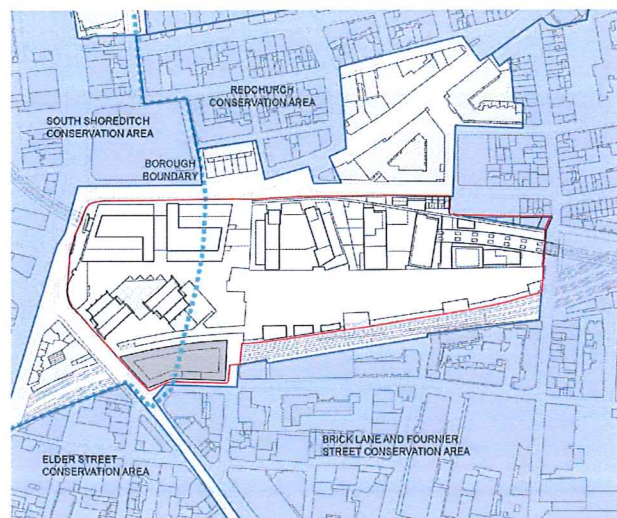


Figure 3.5.1.1: Plot K maximum parameter on location plan

Key  
Borough Boundary —

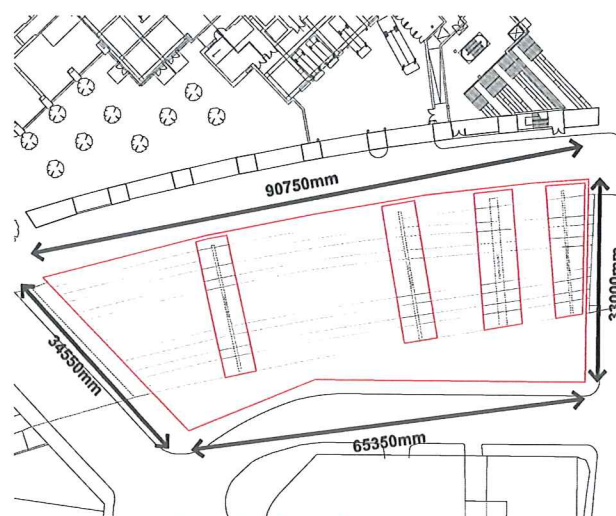


Figure 3.5.1.2: Building Plot K maximum parameter dimensions

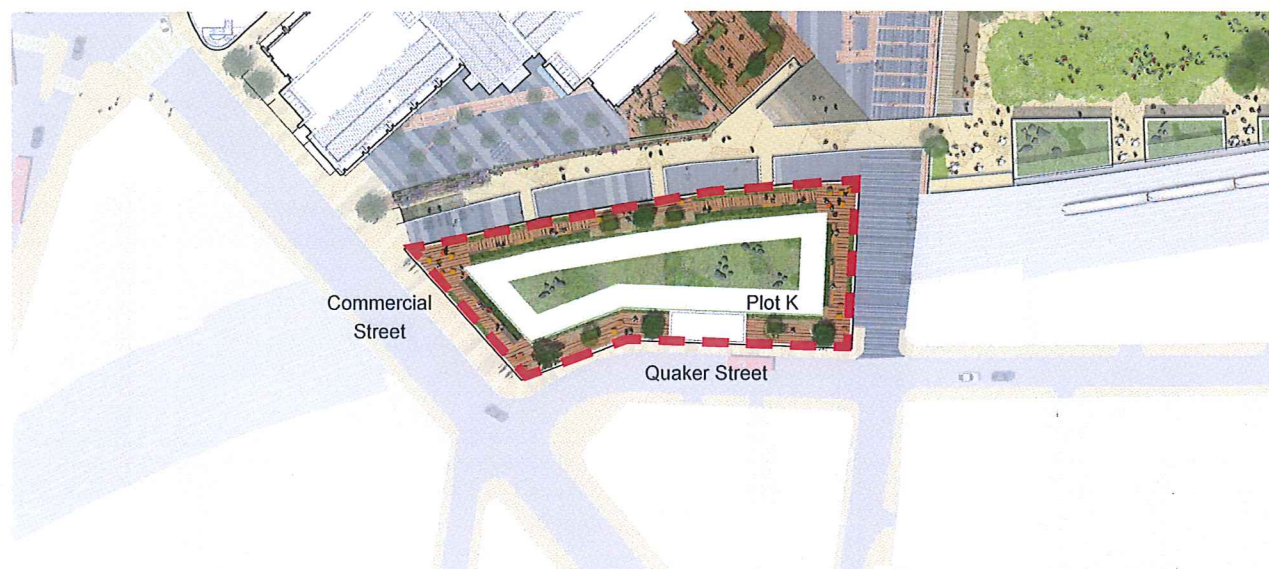


Figure 3.5.1.3: Location of Plot K maximum footprint outlined on illustrative masterplan

### 3.5.1 Location

#### 3.5.1.1 Overview

The adjacent diagram illustrates the location of the building Plot K in the site and its immediate context.

3.5.1.2 These design guidelines should be read in conjunction with the Parameter Plans PL(K)50 and PL(K)100 which establish the minimum and maximum building envelopes for the building plot, within which the development floor space will be built.

#### 3.5.1.3 Essential Information

For information on the maximum permissible plot areas, please refer to the development specification.

#### 3.5.1.4 Location

Plot K is located south of the main line railway cutting, on the corners of Commercial Street, Quaker Street and Wheler Street, it is the first plot of the development when approaching from the south.

3.5.1.5 The plot design requires for the building massing to provide an urban edge along the relevant streets and to form a welcome to the scheme.

#### 3.5.1.6 Objectives

- Predominantly commercial with potential for retail use at ground level.
- To create and provide new high quality active street frontage and positively animate Phoenix Street.
- To create a transition building between the massing of the development and its immediate surrounding context to the South of the site.
- Provide a mix of green and brown roofs
- Respond positively to complete the setting of Elder Street.

#### 3.5.1.7 Conservation Areas

Plot K is adjacent to the Brick Lane and Fournier Street Conservation Area, whose boundary lies on the southern side of Quaker Street and to the Elder Street Conservation area to the southwest of the plot.

## 3.5 Plot K

### 3.5.4 Frontages

#### 3.5.4.1 Overview

As set out in Section 4, figures 3.5.4.1, 3.5.4.3 and 3.5.4.4 detail the façade hierarchy for Plot K.

3.5.4.2 The façade hierarchy designs the building response to the public realm and its routes and spaces. A façade hierarchy can influence the level of detail, texture, pattern and colour of the elevation.

#### 3.5.4.3 Primary Frontages

At ground level on Commercial Road and Quaker Street the facades shall be designed as primary frontages. All facades to the upper levels shall be designed as primary frontages too.

#### 3.5.4.3 Secondary Frontages

Frontages at ground level on Phoenix Street and Wheeler Street shall be designed as secondary frontages.

#### 3.5.4.4 Park Level

Plot K offers an opportunity to provide bridge links to the park on the north of the site. The bridge links span over Phoenix Street and create active frontages onto the park. Figure 3.5.4.2 and 3.5.4.3 illustrate the potential location of these bridges.

#### 3.5.4.5 Displays and Artwork

Blank façades should be avoided. Areas where walls are required to form a perimeter enclosure to the railway line should provide opportunity for cased displays or public artwork to create interest and animation on the façades and adjoining streets.

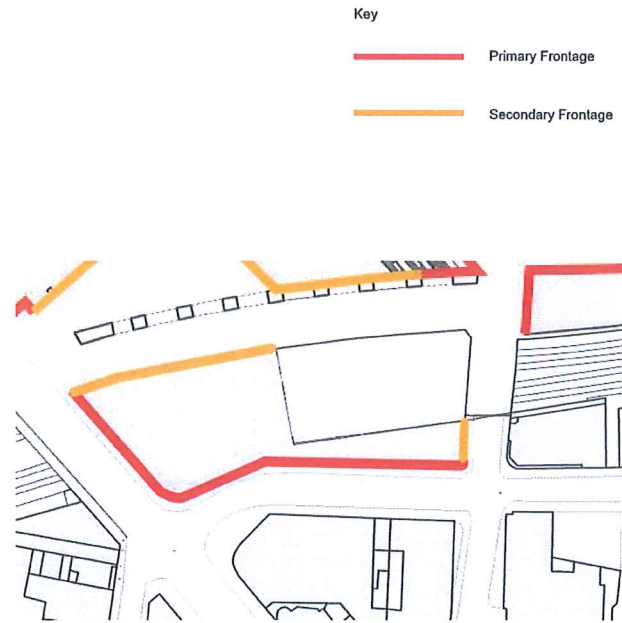


Figure 3.5.4.1: Ground Floor principle hierarchy of elevations

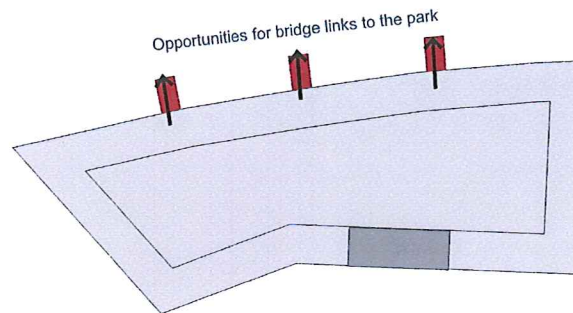


Figure 3.5.4.2: Illustrative plan: Bridge Links opportunity to the park

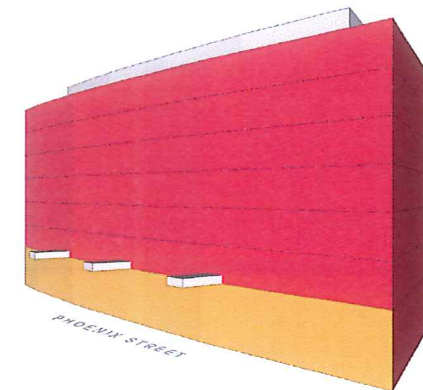


Figure 3.5.4.3: Illustrative view from the south west: Elevation hierarchy

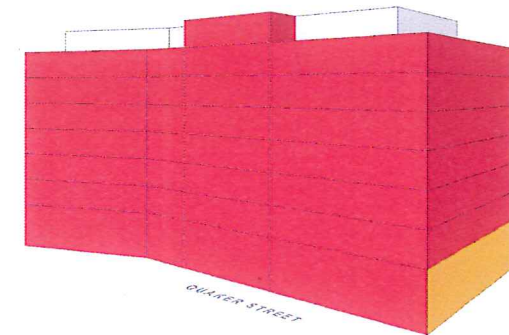


Figure 3.5.4.4: Illustrative view from the north east: Elevation hierarchy



## 3.5 Plot K

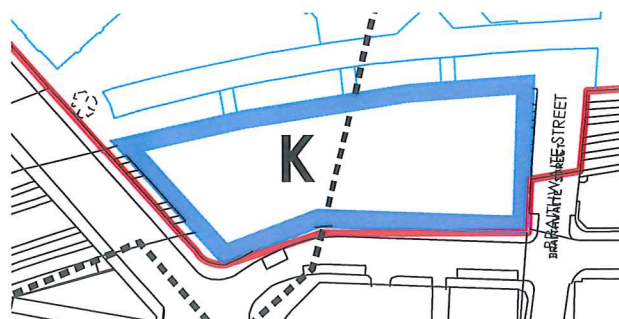


Figure 3.5.5.1: Indicative typical floor land use diagram

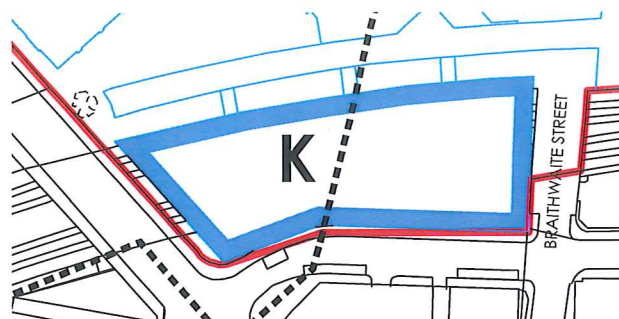


Figure 3.5.5.2: Indicative first floor land use diagram

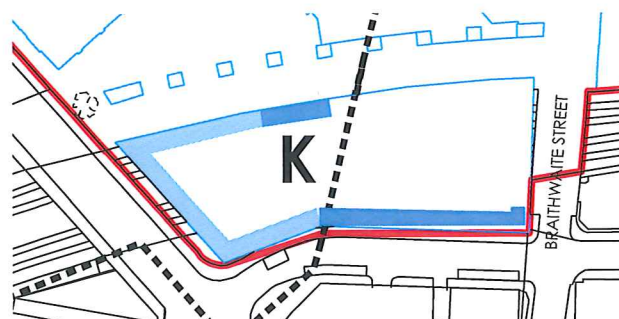


Figure 3.5.5.3: Indicative ground floor land use diagram

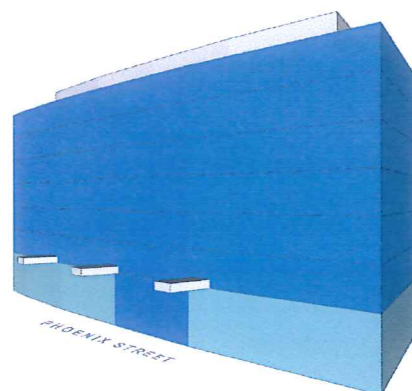


Figure 3.5.5.4: Illustrative view from north: Land uses

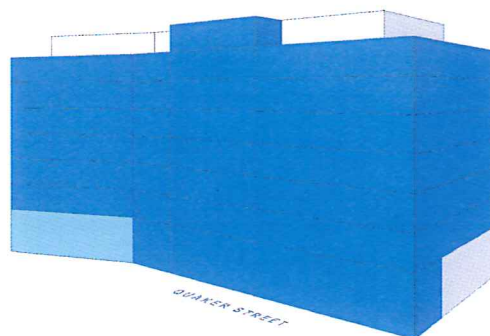


Figure 3.5.5.5: Illustrative view from south: Land uses

### 3.5.5 Uses

#### 3.5.5.1 Overview

Figures 3.5.5.1 to 3.5.5.5 illustrate the possible distribution of the land uses on building Plot K.

3.5.5.2 Whilst the ground floor permits a variety of uses (predominately retail use), the upper floors are to be occupied by predominantly commercial accommodation.

3.5.5.3 The maximum GEA for each use cannot exceed the areas defined in the Development Specification (TG 09), and the overall total maximum area cannot exceed the total area for the plot. Uses shall follow Plans PL(9)1033 to PL(9)1035 and the Development Specification.

#### 3.5.5.4 Retail Use

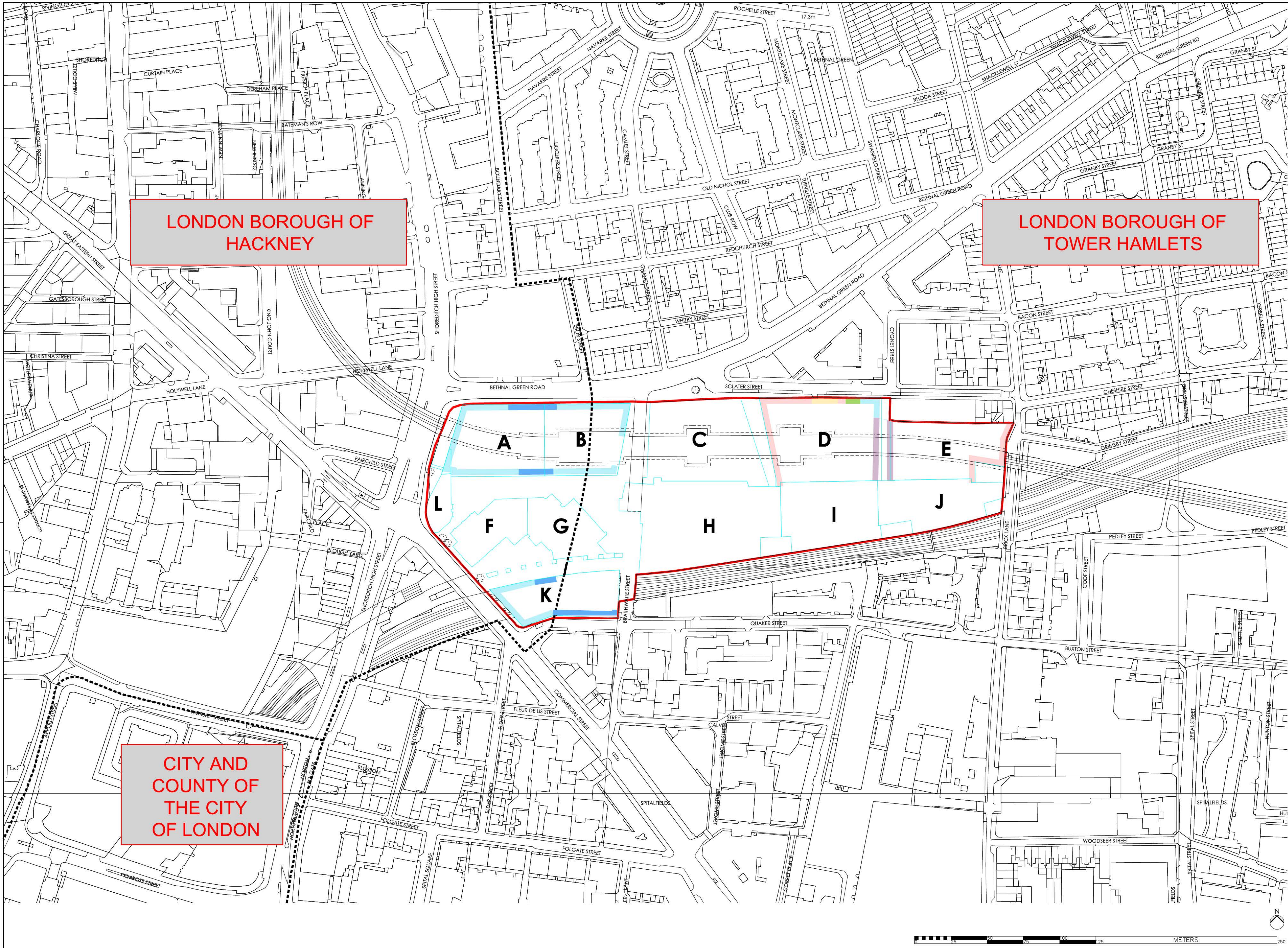
Retail uses shall be located along Commercial Street and the western end of both Phoenix Street and Quaker Street.

#### 3.5.5.5 Business and Employment Use

The ground floor along Quaker Street will be activated predominantly by business and employment uses. Additional uses can be provided on other frontages.

3.1.5.6 The Development Specification allows flexibility of uses and the option of a full commercial building if required. This could include a mixture of businesses.





**NOTE: This drawing replaces drawing number: BGY11-PA-03-036**

**KEY**

- Application boundary
- Borough Boundary as per OS
- Key Development Plot A
- Retail (A1-A3)
- Residential (C3)
- Business (B1)
- Community (D1)
- Leisure, Sui Generis and/or Retail (D2/A1-A3)
- Business and/or Retail (B1/A1-A3)
- Outline of London Overground Viaduct above

**GENERAL NOTES**

- Refer to detailed application information for uses on C, F, G, H, I, J and L.
- Refer to Development Specification for maximum and minimum quantum per plot.

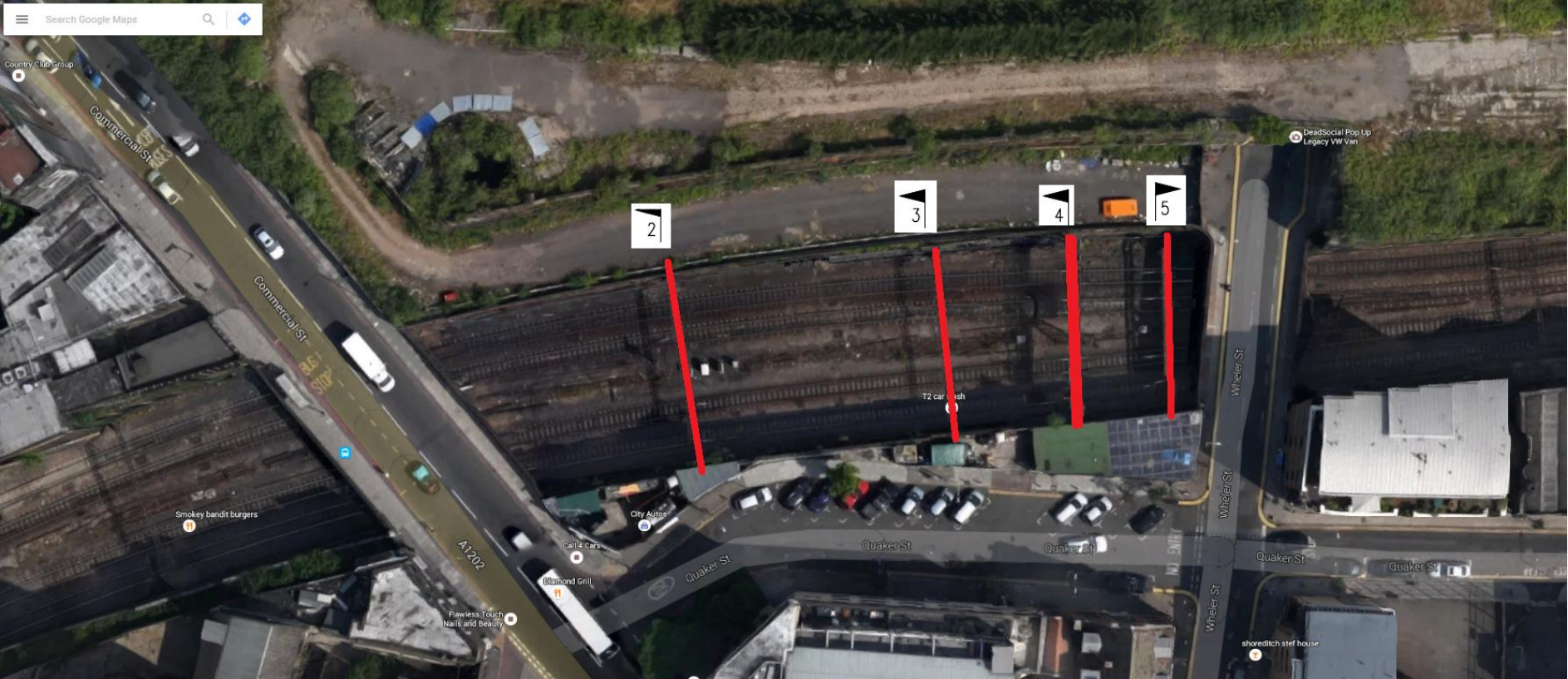
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Fig 1. Current Photo of Plot K



Fig 2. Current Photo of Plot K – Gantry Locations Indicated



### Fig 3. Cross Section of Rail Constraints

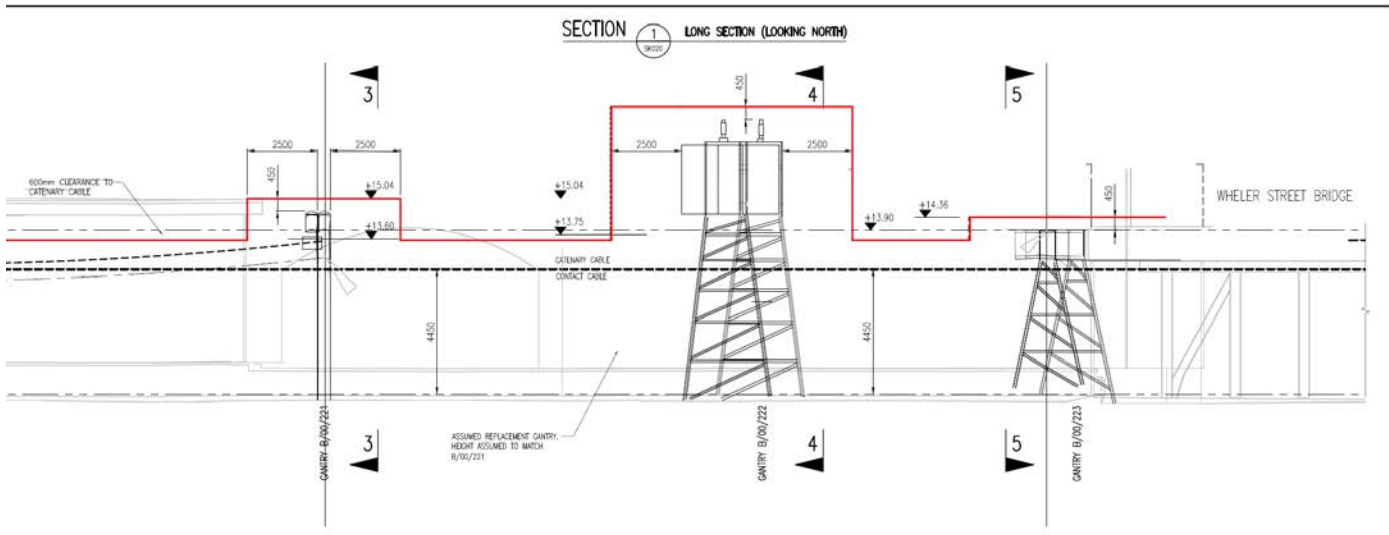
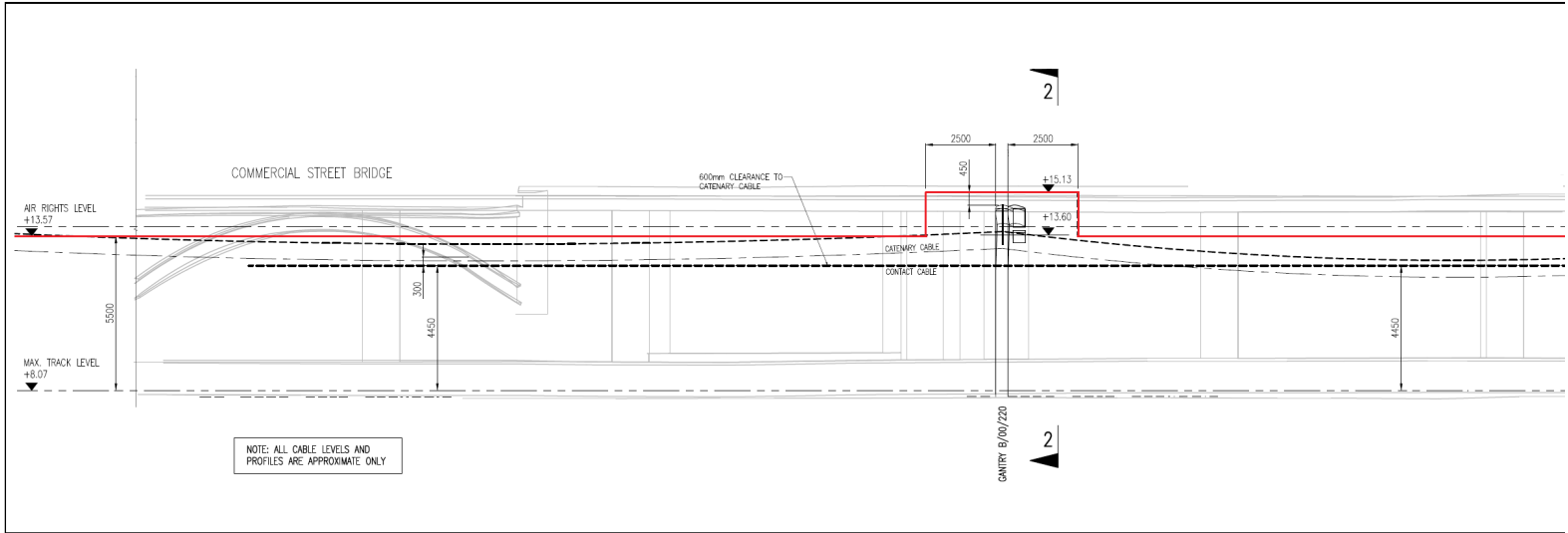
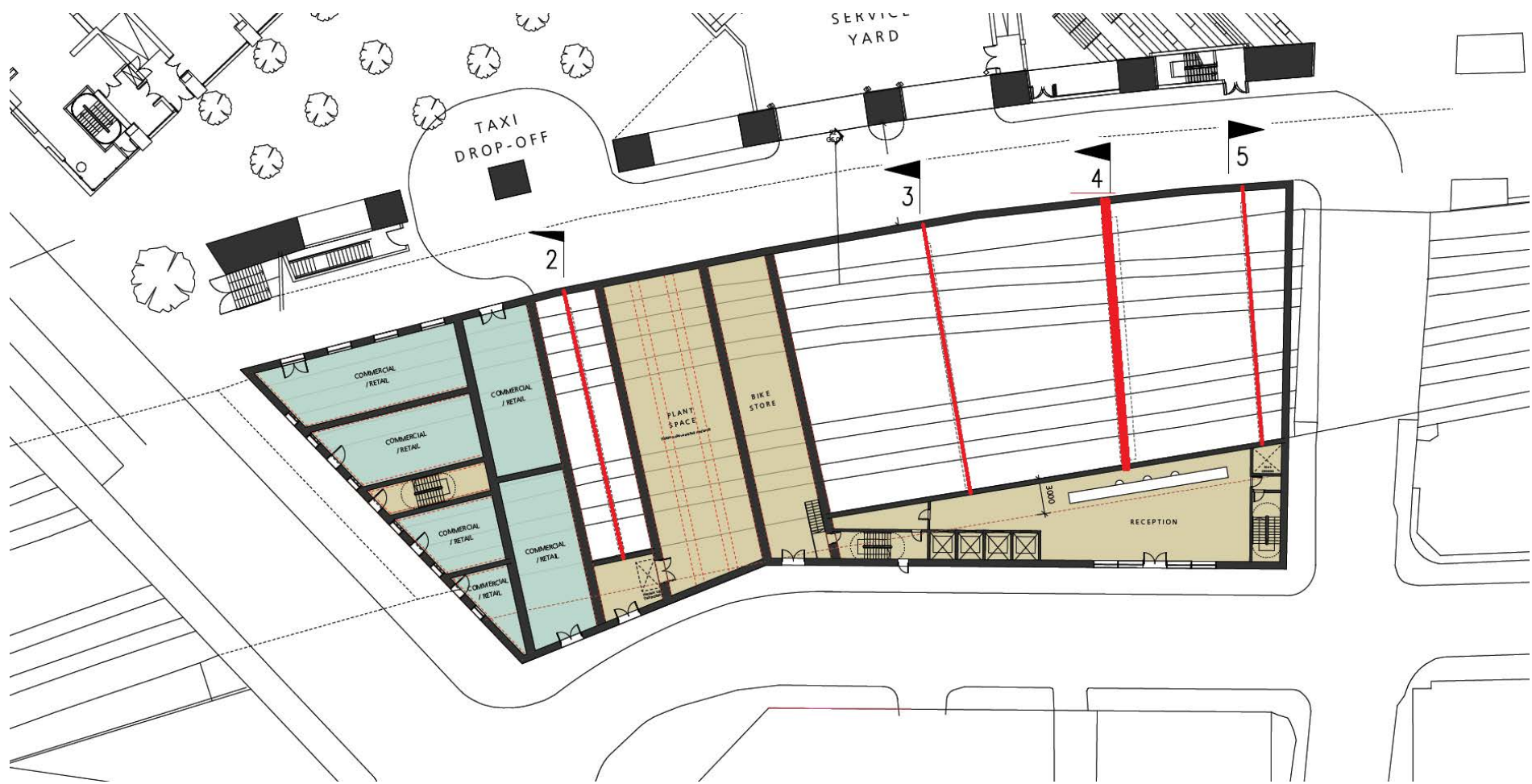




Fig 4. Ground Floor Plan of Plot K



Fig 5. Ground Floor Plan of Plot K – Gantry Locations indicated



**Paul Robinson**

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**From:** COUGHLAN, Tony <[REDACTED]@hammerson.com>  
**Sent:** 13 January 2016 18:56  
**To:** Matt Christie  
**Cc:** [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; Dutch, Claire; Quarterman, Hannah; Julian Shirley; Jonathon Weston; David Wood ([REDACTED]@hoganlovells.com)  
**Subject:** The Goodsynd - Additional Information - Unit Breakdown Per Phase  
**Attachments:** The Goodsynd - Affordable Housing Offer - Breakdown of Unit Delivery per Phase.pdf

Matt,

Following our discussion at the meeting on Tuesday morning, please find an additional table setting out the delivery of Market and Affordable homes within each plot and on a phase by phase basis. As you will see, the delivery of the Affordable Housing provision within each plot will be simultaneously to the delivery of the Market Housing within that Plot.

A proposal on occupation restrictions will follow separately.

If you have any questions in relation to this information, please do not hesitate to give us a call.

Regards,

Tony

**Tony Coughlan | Development Manager | Hammerson plc**

Hammerson plc | Kings Place | 90 York Way | London | N1 9GE

Tel: +44 (0) 20 [REDACTED] | Mob: +44 (0) 7875 [REDACTED]

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# THE GOODSYARD

13th January 2016

## Delivery of Affordable Housing & Market Housing

Based on number of residential units

The delivery of the Affordable Housing provision within each plot will be simultaneously to the delivery of the Market Housing within that Plot

LONDON BOROUGH OF TOWER HAMLETS					LONDON BOROUGH OF HACKNEY				TOTALS	
Market Housing	Intermediate Housing	Social Rent Housing	TOTAL		Market Housing	Intermediate Housing	Social Rent Housing	TOTAL	Market	AH
<b>Phase 1</b>										
Plot C	346	12	-	358	-	-	-	-	346	12
Plot H	-	-	-	-	-	-	-	-	-	-
<b>Phase 2</b>										
Plot A	-	-	-	-	-	-	-	-	-	-
Plot B	-	-	-	-	-	-	-	-	-	-
<b>Phase 3</b>										
Plot F	-	-	-	-	322	17.5	26	365.5	322	43.5
Plot G	-	-	-	-	260	17.5	26	303.5	260	43.5
Plot L	-	-	-	-	-	-	-	-	-	-
<b>Phase 4</b>										
Plot D	287	26	-	313	-	-	-	-	287	26
Plot E	-	10	93	103	-	-	-	-	-	103
Plot I	-	-	-	-	-	-	-	-	-	-
Plot J	-	-	-	-	-	-	-	-	-	-
<b>Phase 5</b>										
Plot K	-	-	-	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>633</b>	<b>48</b>	<b>93</b>	<b>774</b>	<b>582</b>	<b>35</b>	<b>52</b>	<b>669</b>	<b>1,215</b>	<b>228</b>

Based on the PiL Equivalent

15% Off Site Affordable Housing Payment - equal to 87.3 units



**Paul Robinson**

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**From:** Jonathon Weston <[REDACTED]@ballymoregroup.com>  
**Sent:** 23 December 2015 11:50  
**To:** Matt Christie  
**Cc:** [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; [REDACTED]@ashurst.com; COUGHLAN, Tony; 'Dutch, Claire'; Quarterman, Hannah; Julian Shirley  
**Subject:** The Goodsyard - Additional Information  
**Attachments:** The Goodsyard - Summary of Constraints.pdf; 8 track Reserve.pdf; Affordable Housing Offer by HR and Unit 171215 - Updated 221215 - AH as % of total onsite residential.xlsx  
**Importance:** High

Matt

Further to the meeting yesterday I attach the following documents;

**1. The Goodsyard – Summary of Constraints**

As discussed in the meeting, the Goodsyard site is severely constrained as detailed in the attached PDF and within the application documents. The output of these constraints means that only c30% of the site is actually foundable. The final page of the document underlines the issues faced with the initial phase of this development in that all the site constraints influence this phase of development. Clearly once the requisite approvals and agreements are in place to build (asset protection agreements etc), the delivery of the balance of the scheme will have clear precedent set through the agreements made in Phase 1. In addition to the site wide infrastructure requirements, Phase 1 will deliver residential accommodation with an element of affordable housing, retail (including the ideas store), public park and restore Grade II listed structure.

The nature of the constraints means that they can't be isolated on a phase by phase basis. For example, the anticipated Suburban Line Tunnel works (as detailed in the FVA) will be delivered at the outset of the development along the entire length of the site but will have an impact on Phase 1 in terms of expenditure but also direct delivery of the phase. This underlines our need for a 5 year consent as any rail related works (on a mainline into the City) *could* impact on our ability to implement the scheme and we don't want to jeopardise our planning position due to a 3<sup>rd</sup> party issue outside of the JV's control.

As the Joint Venture has always expressed, there is a reason why this large Zone 1 development has been empty (save for a variety of temporary uses) for over 50 years as it is a very complex and constrained site that will require significant front end expenditure to facilitate its delivery in order for the residential (private and affordable) and the employment creating uses to be delivered for the benefit of the area and London as a whole.

**2. Updated Affordable Housing Offer Habitable Room/Unit spreadsheet**

This has been updated to reflect the request for further detail in terms of affordable housing delivered per phase, units on site etc. Please let me know if you need anything further on this.

**3. 8 Track Reserve diagram**

I've requested a more detailed summary from WSP (our structural and civil engineer) on this matter, but I believe the attached PDF will provide further detail as to how the substructure design of the F&G towers accommodate the 8 track reserve requirements below. The plan also underlines the impact of the other below ground constraints on the buildings above. The foundable land diagram in the Summary of Constraints confirms the issues any building in the SW corner of the site faces in terms of being able to found the building around the rail constraints.

**4. Cost of the Ideas Store**



I've set out below the comparable cost of the ideas store in terms of the JV offer and the request by LBTH. As we don't have any "storage area" we have assumed the 1500 sqm "storage area" comes out of the London Road units for the purpose of the comparable exercise. The JV maintain the position that the offer of a c4,000 sqft unit on the primary route through the scheme, delivered in the first phase is a deliverable compromise in the context of the overall scheme benefits. Clearly the request from Tower Hamlets is undeliverable;

- [REDACTED]
- [REDACTED]
- [REDACTED]

Reg 12 (5) (e)

I trust the above covers the request for additional information as discussed yesterday. The team are working on the balance of the information and will revert in the new year.

Please do not hesitate to contact me if you have any additional questions.

Regards

Jon

Jon Weston

**Senior Development Manager**

Ballymore Developments (UK)

Pointe North | 3 Greenwich View Place | London E14 9NN



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web: [www.ballymoregroup.com](http://www.ballymoregroup.com)

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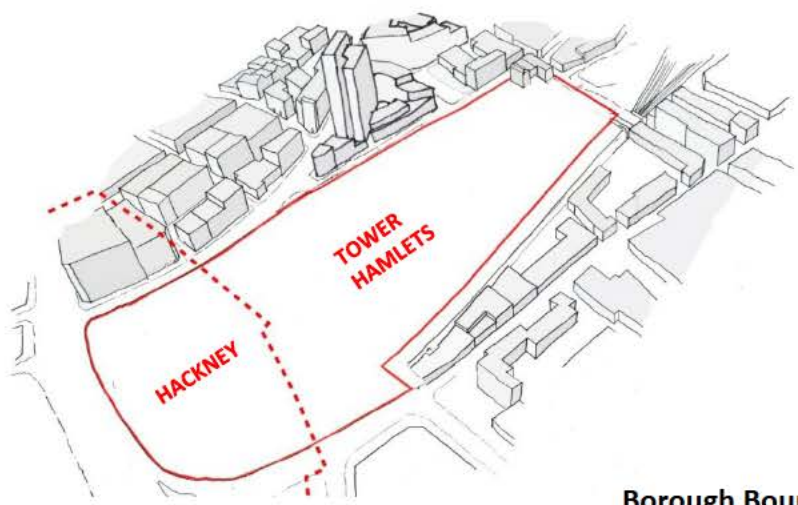
# THE GOODSYARD

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**LONDON E1**

A Summary of Development Constraints

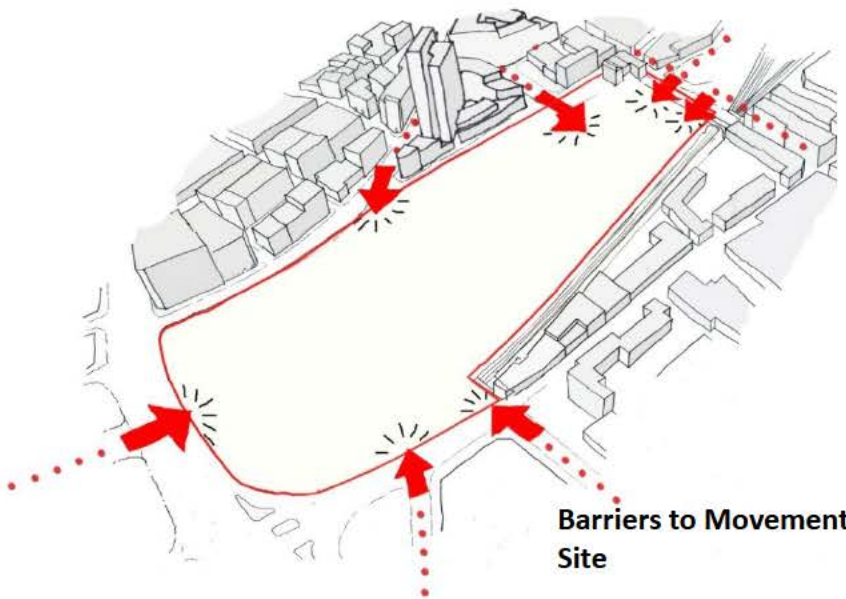
# On-site Challenges – above ground



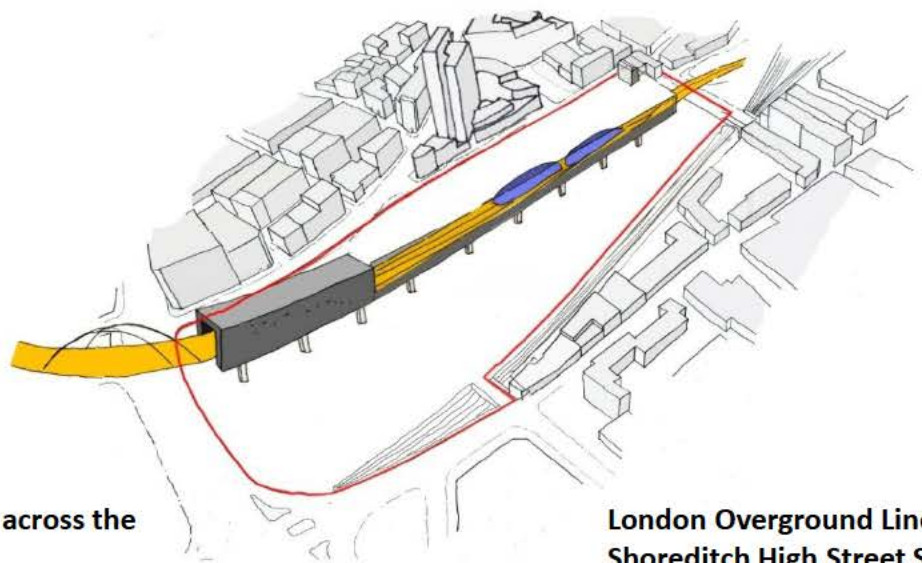
Borough Boundary



Listed and Historic Structures



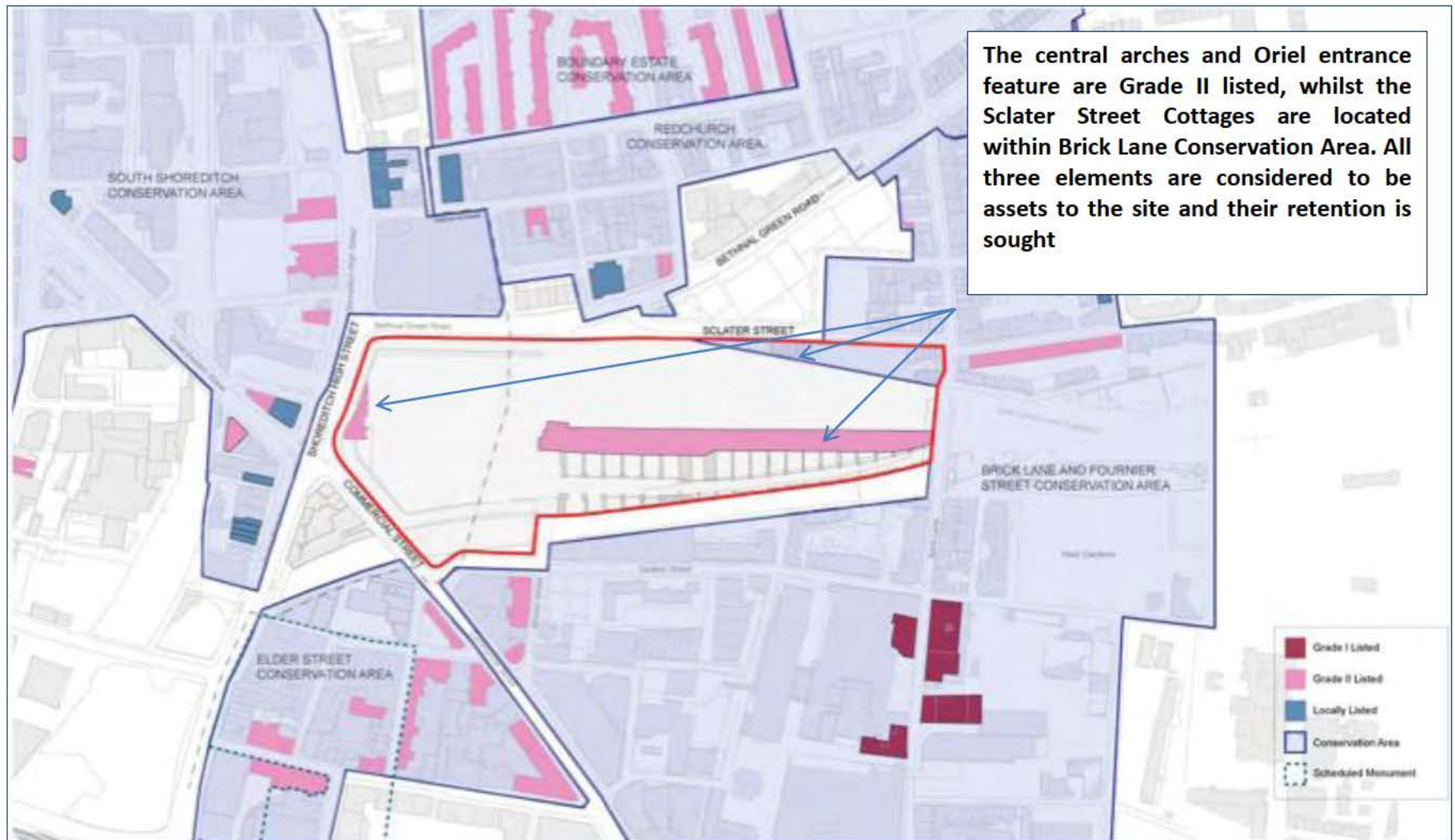
Barriers to Movement across the Site



London Overground Line and Shoreditch High Street Station



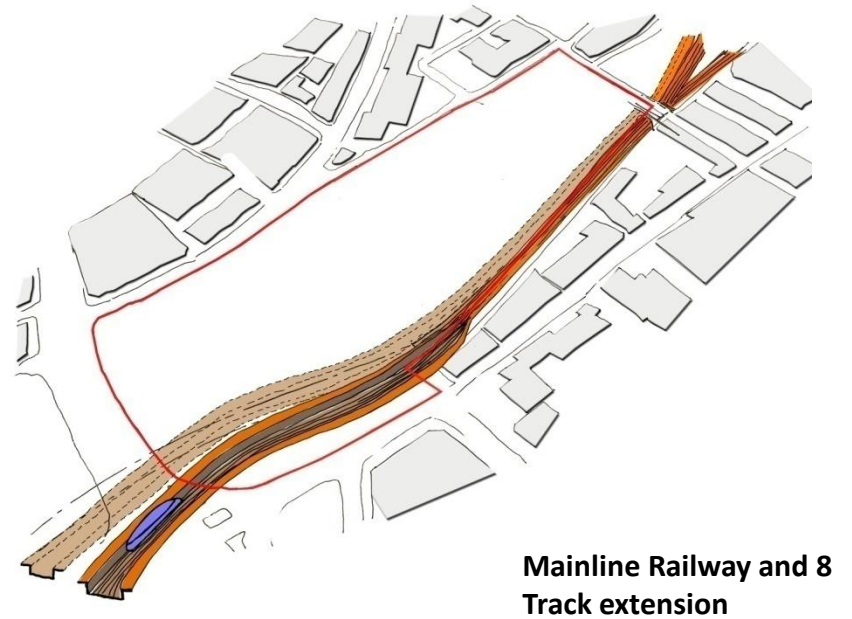
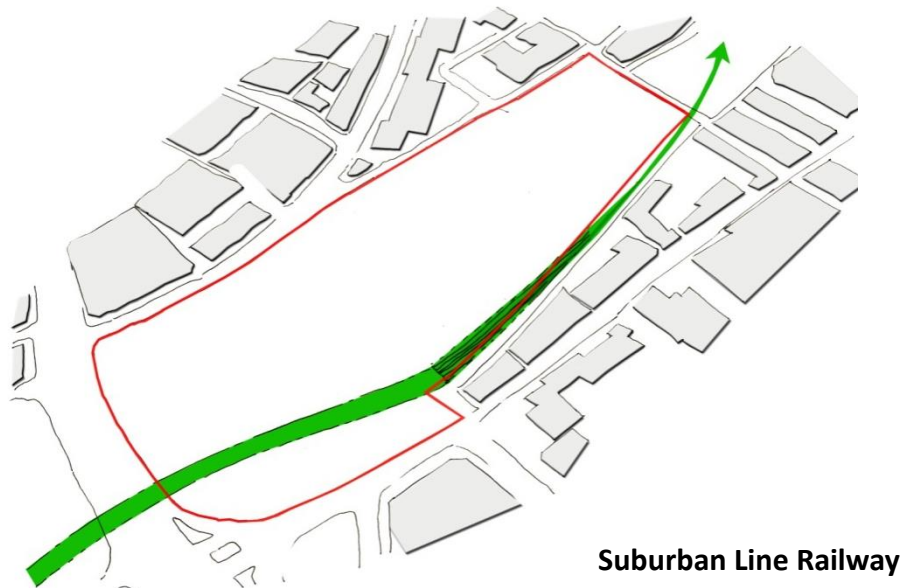
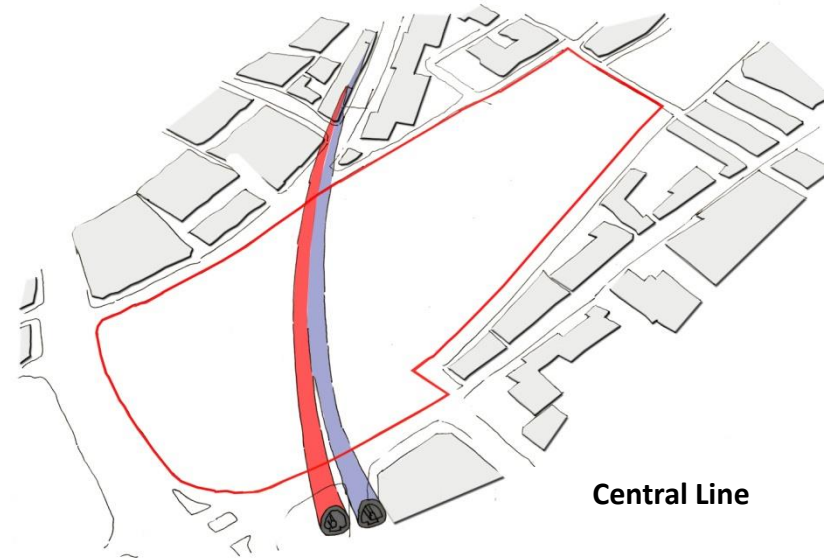
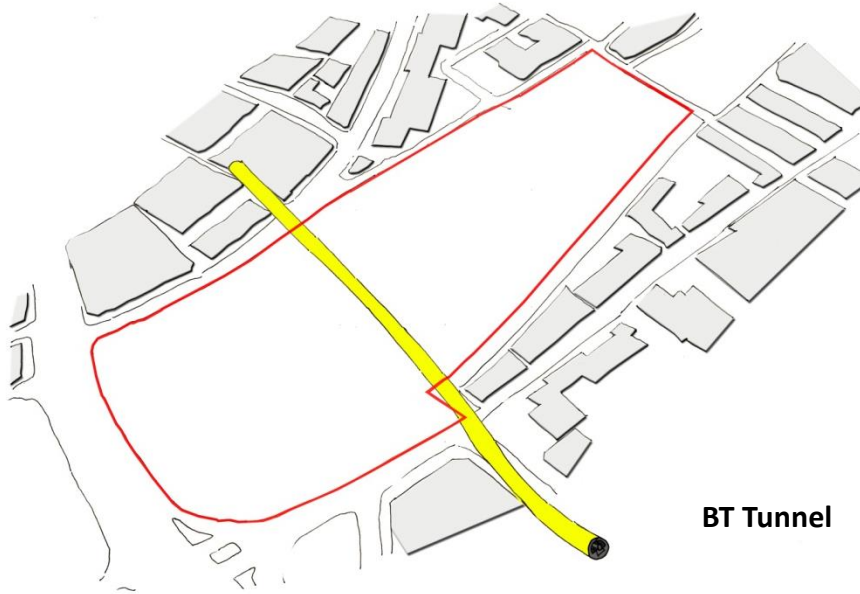
## On-site Challenges continued (listed and historic structures)



Grade II Listed structures

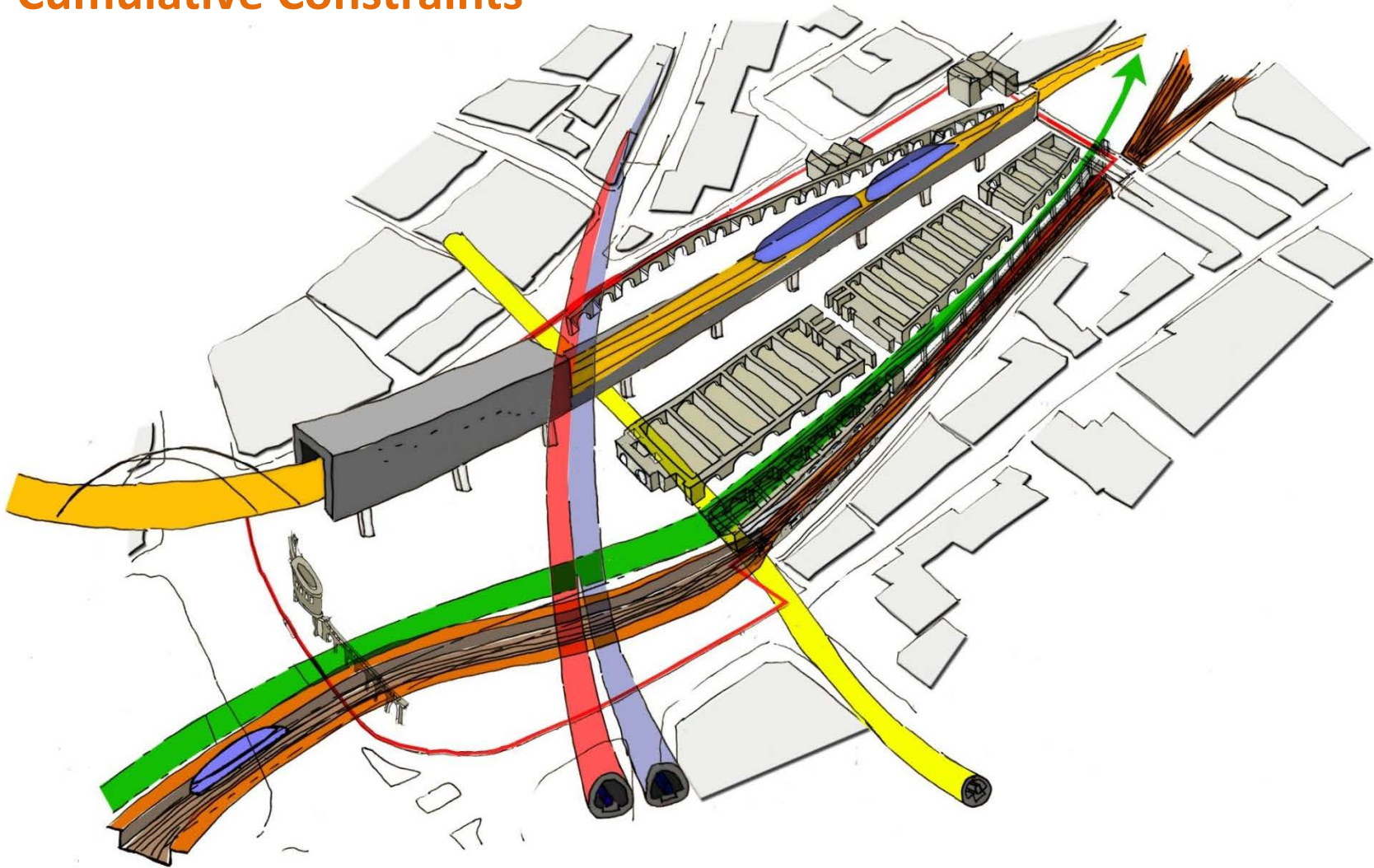
Conservation Areas

# Constraints – Subterranean





## Cumulative Constraints



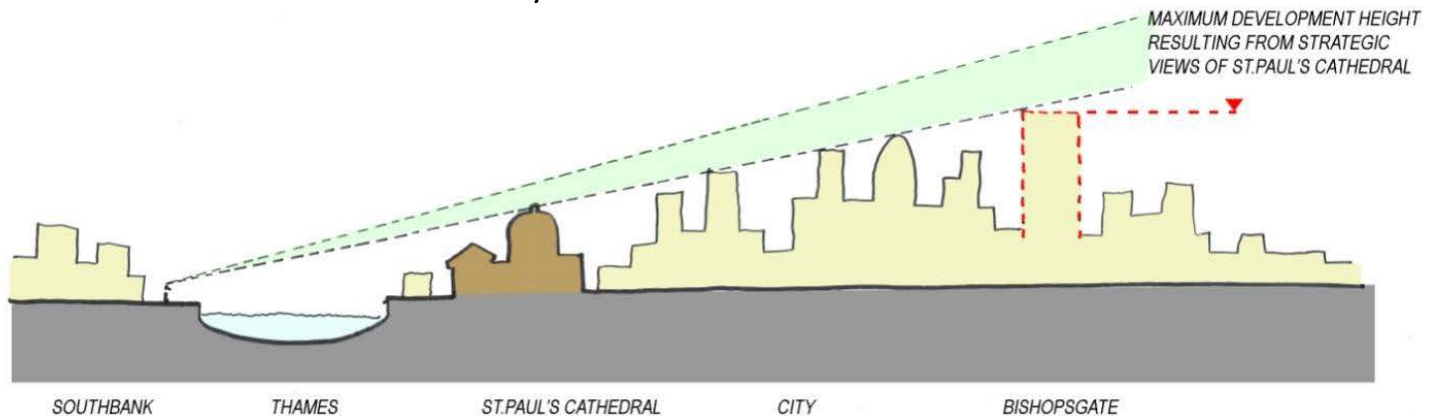
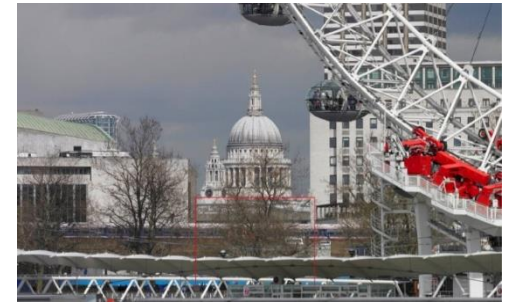
The above ground structures and below ground infrastructure limit the land available to lay foundations

## Additional Constraints – Strategic View Corridors



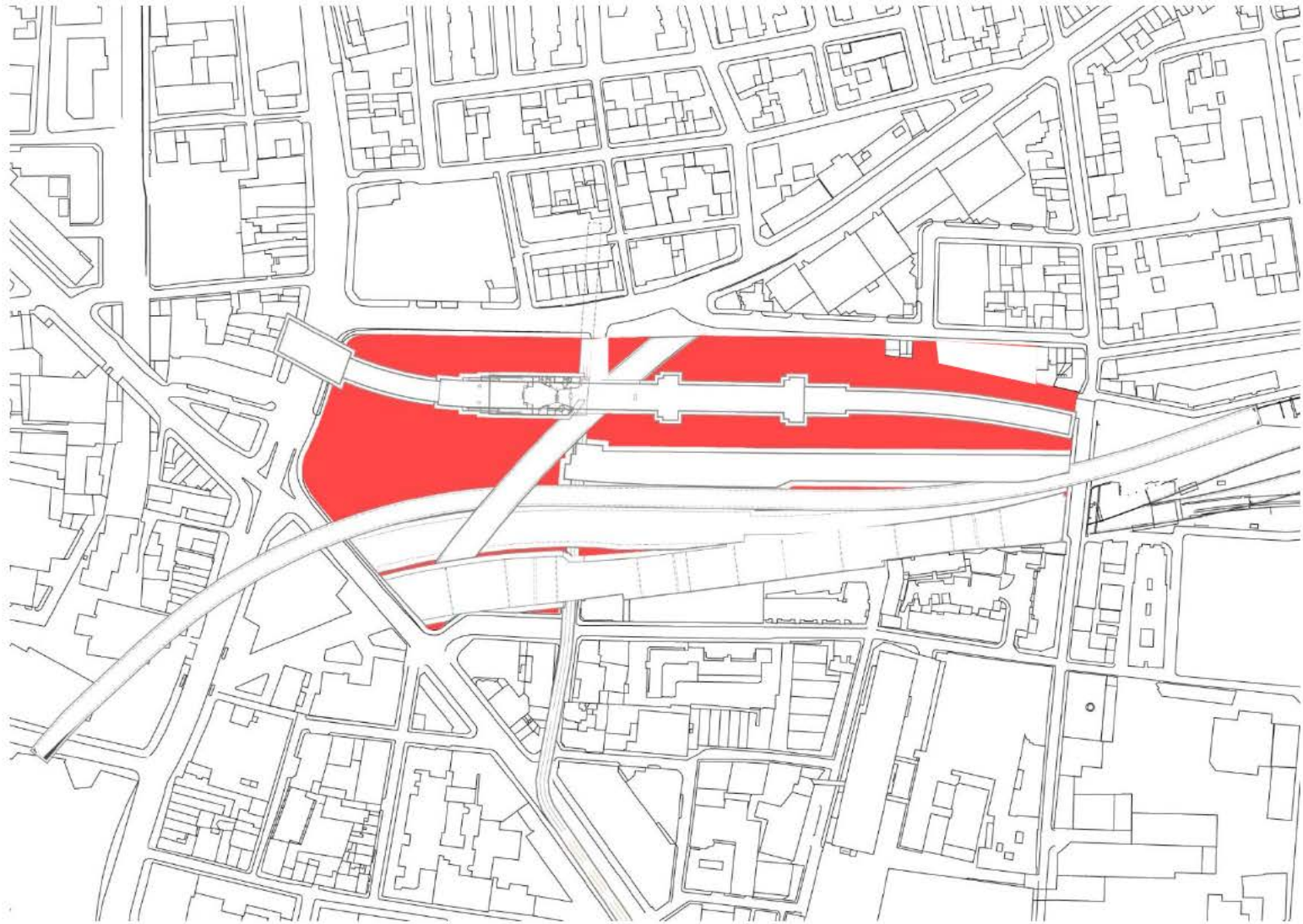
Protected Vista from  
Westminster Pier

Protected Vista from King  
Henry's Mound





# Foundable Land



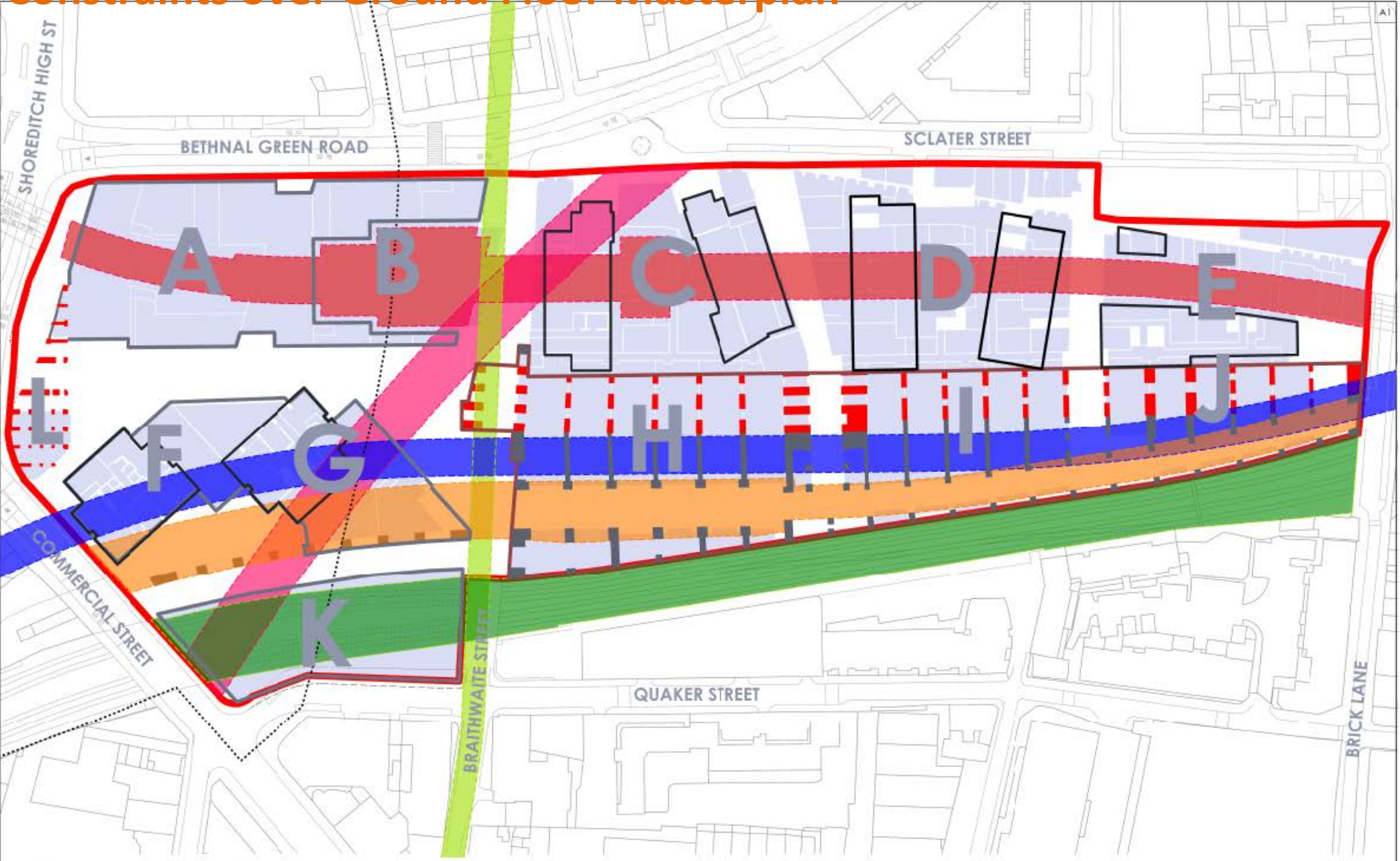
Approximately 30% 'foundable' land



Area in which  
foundations can be  
placed



# Constraints over Ground Floor Masterplan



- KEY**
- Central Line Exclusion Zone
  - 8 Track Exclusion Zone
  - Suburban Line Exclusion Zone
  - Railway Cut
  - BT Tunnel
  - ELL
  - Outline of Historic Arches
  - Outline of Buildings Above

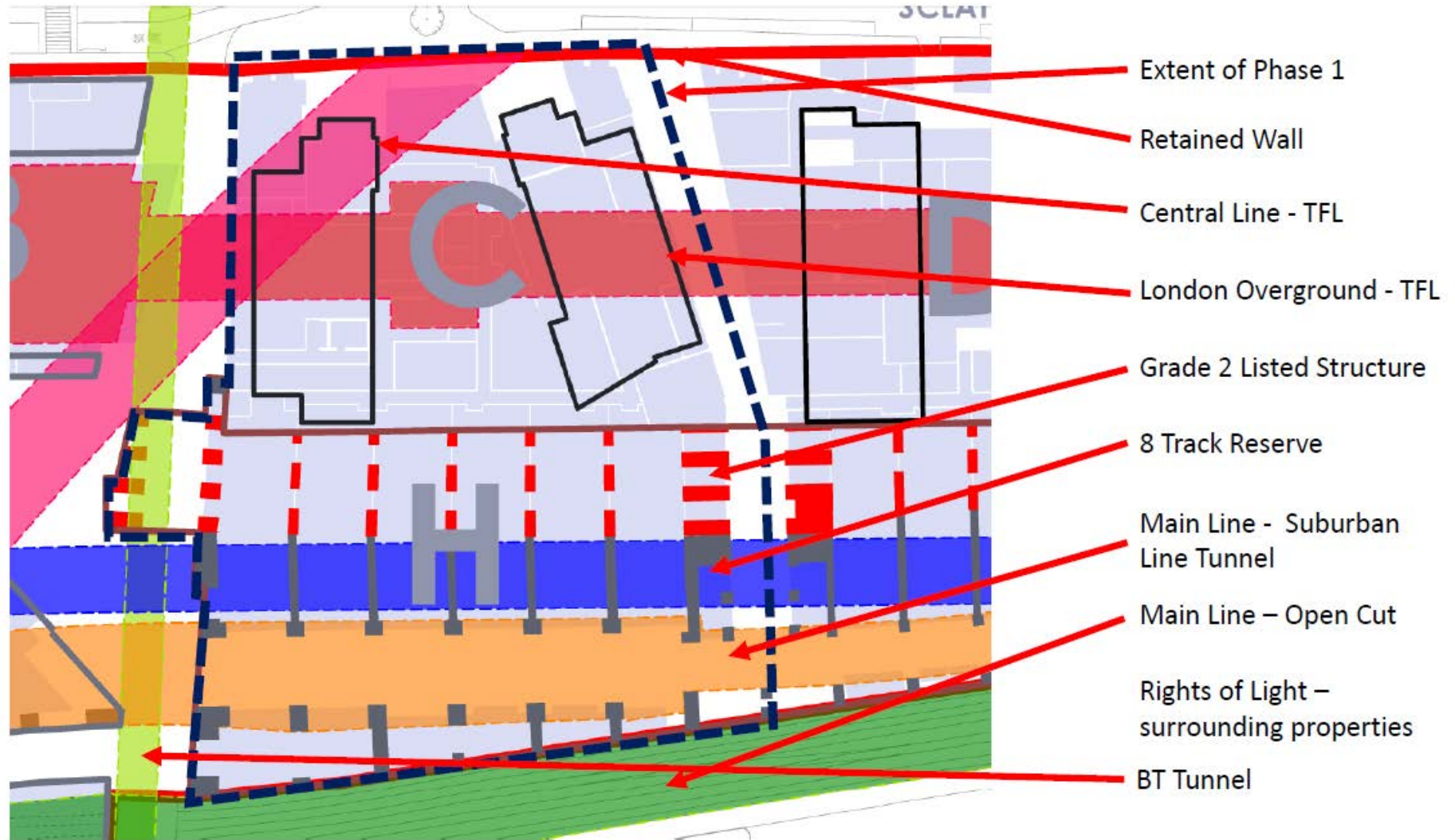
3034 - THE GOODSYARD - GROUND FLOOR MASTERPLAN DIAGRAM - SCALE 1:500@A1

FB/SK/3034/200315/JK01

FAULKNERBROWNS  
ARCHITECTS

2003

# Phase 1 Constraints





Plot G cantilevered  
structure over below  
ground rail  
constraints

Below Ground – Plots F & G

Oriel  
Gateway

8 Track  
Reserve

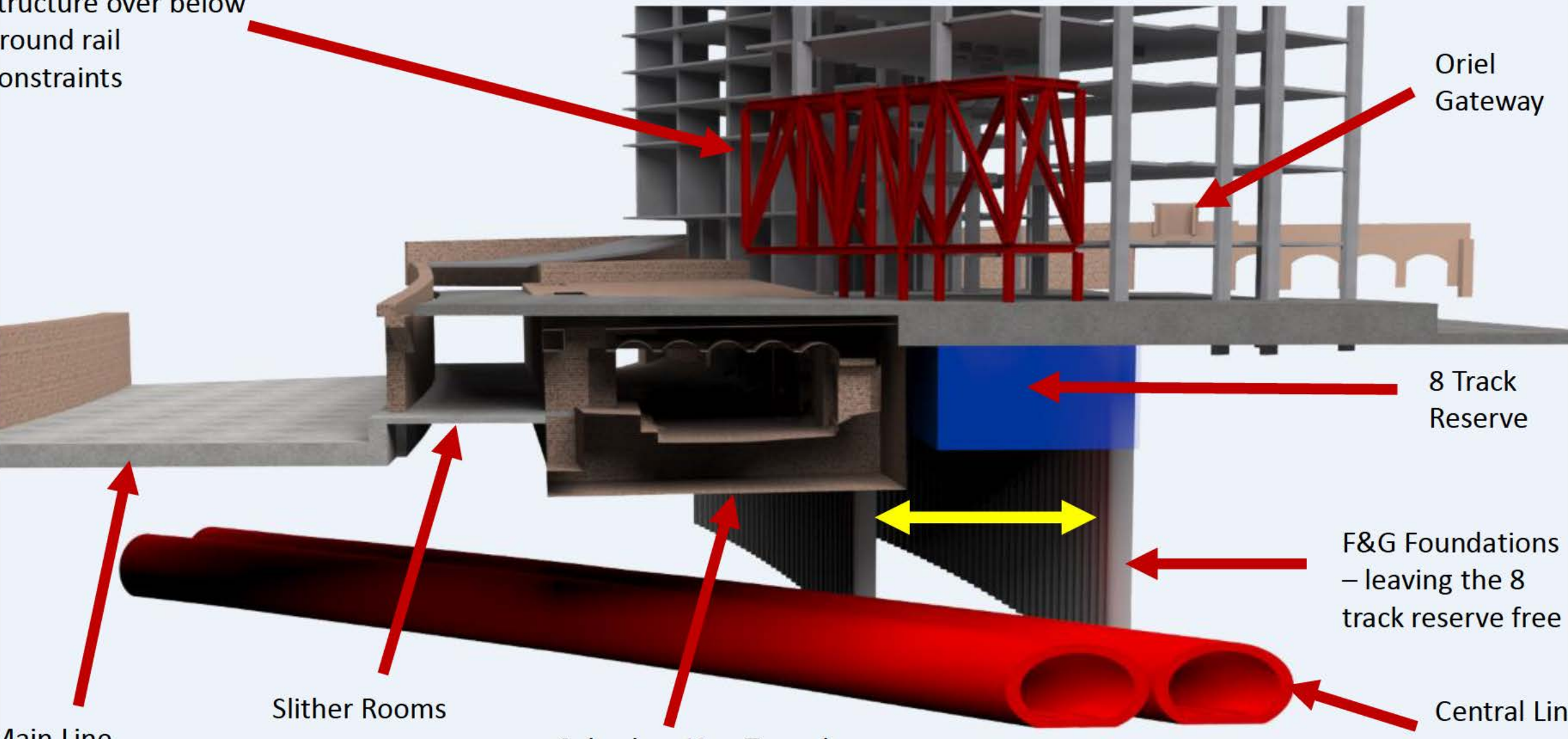
F&G Foundations  
– leaving the 8  
track reserve free

Central Line

Main Line  
Open Cut

Slither Rooms

Suburban Line Tunnel



DENOTES RELEVANT BOROUGH PLANNING POLICY

HACKNEY								
Hackney PIL Policy Social Rent 3 bed + 42% for the purposes of this exercise we have assumed 50% of provision is 3bed +								
15% Off Site Affordable Housing Payment - equal to 87.3 units								
LBH Policy; the financial contribution agreed should be equivalent to the total cost required to provide an equal amount of affordable housing on an alternative site as would have been sought on the principle site'								
Social/Intermediate Mix	Unit Split	Unit Type					Total	
		Suite	1	2	3	4	5	
Total No of Units	87							
Hab Room Per Unit			2	3	5	6	7	
Social Rent Units	60%	52	7	7	30	4	4	52
Intermediate Units	40%	35	14	15	6			35
Total Affordable Hab Room Count			42	66	180	24	28	340
Hab Rooms as a %			12%	19%	53%	7%	8%	
Total Affordable Offside Units			21	22	36	4	4	87
Total Units as a %			24%	25%	41%	5%	5%	

TOWER HAMLETS								
LBTH TOTAL		Suite	1	2	3	4	5	Total
Total Units		79	271	286	121	13	4	774
Hab Room Per Unit		1	2	3	5	6	7	
Total LBTH Hab Room		79	542	858	605	78	28	2190
Social	70% (by hab room)	By Hab Room	30	84	190	48	28	380
Intermediate	30% (by hab room)	By Hab Room	28	60	70	0	0	158
Total Affordable Housing by Hab Room			58	144	260	48	28	538
Hab Rooms as a %			11%	27%	48%	9%	5%	
Social		By Unit	15	28	38	8	4	93
Intermediate		By Unit	14	20	14	0	0	48
Total Affordable Housing by Unit			29	48	52	8	4	141
Total Units as a %			21%	34%	37%	6%	3%	

							Total	% of Total On Site Provision (in accordance with LBH PIL policy)
Total Affordable Housing by Hab Room	100	210	440	72	56	878	3586	24%
Total Affordable Housing by Unit	50	70	88	12	8	228	1356	17%
Total Affordable Housing delivered ONSITE as a % of Total Unit Numbers	Affordable Housing as a % of total units onsite by Hab Room						15.00%	538 of 3586 HR
	Affordable Housing as a % of total units onsite by Unit						10.40%	141 of 1356 Units

Plot C	12 Affordable Units	Intermediate
Plot D	26 Affordable Units	Intermediate/Social
Plot E	103 Affordable Units	Intermediate/Social

## Paul Robinson

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**From:** Ellis, David <David.Ellis@WSPGroup.com>  
**Sent:** 14 December 2015 16:02  
**To:** Dresner Melvyn (ST) <Melvyn.Dresner@TfL.gov.uk> (Melvyn.Dresner@TfL.gov.uk); Matt Christie; Charleton Patricia  
**Cc:** Claire Dutch; Hannah Quarterman; Julian Shirley; Jonathon Weston; [REDACTED]@hammerson.com  
**Subject:** The Goodsynd - Transport Response  
**Attachments:** 151214 TGY Transport Response.pdf

Melvyn

Please find attached a complete response to the GLA, TfL and local Borough comments.

This provides the information/response you would be expecting following our last meeting. We have now completed the RS audit requested and the skeleton CLP, and after further consideration have responded on the Shoreditch Triangle S106 item. In this regard it would be good to discuss the mechanism and timescales.

Further to your last email, please could you let me know if you have any availability in the following slots:

- Tuesday 1500 onwards
- Wednesday 1200-1530

Many thanks

Regards  
Dave



**David Ellis**  
Senior Technical Director

WSP House, 70 Chancery Lane, London, WC2A 1AF  
Tel: +44 (0)207 314 5037  
Mob: +44 (0)78 2483 6573

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# THE GOODSYARD

21st January 2016

Updated: 8th Feb 2016 / 16<sup>th</sup> Feb 2016

Further Updates – 16<sup>th</sup> Feb 2016

## DELIVERY OF STREETS, PARKS, PUBLIC SQUARES AND PEDESTRIAN ROUTES

PHASE	LEVEL	NAME	BOROUGH	DESCRIPTION	JV TRIGGER / DELIVERY	GLA UPDATE	UPDATE 8th Feb / 16 <sup>th</sup> Feb
Phase 1	Ground	Braithwaite Street	LBTH	Route running North-South between Bethnal Green Road & Quaker Street	Covered by s278 Agreement	Covered by s278 Agreement	AGREED
Phase 1	Ground	London Road	LBTH	Pedestrian route running East-West between Farthing Yard and Braithwaite Street	Delivered on [first] occupation of the retail floorspace in Plot H	Delivered prior to first Occupation of the retail floorspace in Plot H	AGREED
Phase 1	Ground	Farthing Lane (Plot C)	LBTH	Pedestrian route running North-South between Sclater Street and Farthing Yard	Delivered on [first] occupation of the retail floorspace or [first] occupation of the residential floorspace in Phase 1 , whichever is sooner	The part of Farthing Lane within Plot C to be delivered prior to first Occupation of the residential floorspace in Phase 1	<u>MINOR AMEND</u> The retail directly linked to this public route is Plot C. Therefore is it most appropriate for this to be triggered by the occupation of the residential in this plot. <u>The part of Farthing Lane within Plot C to be delivered prior to first Occupation of the residential floorspace in Plot C</u>
Phase 1	Ground	Farthing Lane (Plot H)	LBTH	Pedestrian route running North-South between Sclater Street and Farthing Yard	Delivered on [first] occupation of the retail floorspace or [first] occupation of the residential floorspace in Phase 1 , whichever is sooner	The Part of Farthing Lane within Plot H to be delivered prior to first Occupation of the retail floorspace within Phase 1.	<u>MINOR AMEND</u> The retail directly linked to this public route is Plot H. Therefore is it most appropriate for this to be triggered by the occupation of the retail in this plot. <u>The Part of Farthing Lane within Plot H to be delivered prior to first Occupation of the retail floorspace within Plot H</u>
Phase 1	Ground	Farthing Yard	LBTH	Public square at the junction of London Road and Farthing Lane	Delivered on [first] occupation of the retail floorspace in Plot H	Delivered prior to first Occupation of the retail floorspace in Plot H	AGREED
Phase 1	Ground / Park	Farthing Lane Stair - Stairs & Lift	LBTH	Lift and Stairs Access between Farthing Yard and the Park (Plot H)	Delivered with the Park in Plot H	Delivered prior to first Occupation of the residential floorspace within Phase 1.	<u>AGREED WITH MINOR AMEND</u> <u>Suggest we keep the trigger to be: Delivered with the Park in Plot H</u>
Phase 1	Park	Park (Plot H)	LBTH	Park (Plot H)	Delivered with the Park in Plot H	Delivered prior to first Occupation of the residential floorspace within Phase 1.	<u>AGREED WITH MINOR AMEND</u> <u>Delivered prior to first Occupation of the residential floorspace within Plot C.</u>
Phase 1	Ground	Cygnat Lane (Plot E)	LBTH	Part of the Pedestrian route running North-South between Sclater	n/a	n/a	<u>NEW ADDITION</u> <u>Delivered prior to first Occupation of the residential floorspace in Plot E</u>



				Street and Cygnet Yard adjacent to Plot E			
<b>Phase 1</b>	Ground	Brick Lane Square	LBTH	Public square at the junction of London Road and Brick Lane	Delivered on [first] occupation of the retail floorspace in Plot J	Delivered prior to first occupation Occupation of the retail floorspace in Plot J	<b><u>MINOR AMEND</u></b> As Plot E is now being delivered as part of Phase 01, this trigger should change: <b>Delivered prior to first occupation of the retail floorspace in Plot E</b>
<b>Phase 2</b>	Ground	Part of Shoreditch Place	LBH & LBTH	Pedestrian route running East-West between Braithwaite Street and Shoreditch High Street	Delivered on Occupation of Phase 2	Delivered prior to first Occupation of Phase 2	AGREED
<b>Phase 3</b>	Ground	Phoenix Street (Plot F)	LBH	The part of route running East-West between Braithwaite Street and Commercial Street that is closest to Plot F	n/a	n/a	<b><u>NEW ADDITION</u></b> <b>Prior to Occupation of Plot F</b>
<b>Phase 3</b>	Ground	Phoenix Street (Plot G)	LBH & LBTH	The part of route running East-West between Braithwaite Street and Commercial Street that is closest to Plot G	Prior to Occupation of Plot G	Delivered prior to first Occupation of Plot G	AGREED
<b>Phase 3</b>	Ground	Oriel Square	LBH	Public Square between Plot A, Plot F and Plot L	Prior to occupation of the retail floorspace in Plot F & Plot L	Delivered prior to first Occupation of the retail floorspace in Plot F & Plot L	AGREED
<b>Phase 3</b>	Ground	Braithwaite Square	LBTH	Public Square between Plot B, Plot G and Braithwaite Street	Prior to occupation of the retail floorspace in Plot G	Delivered prior to first Occupation of the retail floorspace in Plot G	AGREED
<b>Phase 3</b>	Ground	Part of Shoreditch Place	LBH & LBTH	Pedestrian route running East-West between Braithwaite Street and Shoreditch High Street	n/a	The part fronting Plots L and F to be delivered at the same time as Oriel Square. The part fronting Plot G to be delivered at the same time as Braithwaite Square.	AGREED
<b>Phase 3</b>	Ground / Park	Commercial Street Stairs	LBH	Stairs Access from Commercial Street to the High Walk and the Park (Plot H)	Delivered on [50%] occupation of the residential floorspace in Plot G	Delivered prior to first Occupation of the residential floorspace in Plot G	<b><u>MINOR AMEND</u></b> These stairs are located adjacent to Plot F rather than Plot G and should therefore be linked to the delivery of this Plot. <b>Delivered prior to first Occupation of the residential floorspace in Plot F</b>
<b>Phase 3</b>	Ground / Park	Braithwaite Steps - Stairs & Lift	LBTH	Lift and Stairs Access between Braithwaite Square and The Highwalk and the Park (Plot H)	Delivered on [50%] occupation of the residential floorspace in Plot G	Delivered prior to first Occupation of the residential floorspace in Plot G	AGREED
<b>Phase 3</b>	Park	The Highwalk (Plot F)	LBH	Park level walk way between Commercial Street Stairs and the Park (Plot H)	n/a	n/a	<b><u>NEW ADDITION</u></b> This part of the Highwalk is located adjacent to Plot F rather than Plot G and should therefore be linked to the delivery of this Plot. <b>Delivered prior to first Occupation of the residential floorspace in Plot F</b>

Phase 3	Park	The Highwalk (Plot G)	LBH & LBTH	Park level walk way between Commercial Street Stairs and the Park (Plot H)	Delivered on [50%] occupation of the residential floorspace in Plot G	Delivered prior to first Occupation of the residential floorspace in Plot G	AGREED
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Phase 4	Ground	London Road	LBTH	Pedestrian route running East-West between Cygnet Yard and Farthing Yard	Delivered on [first] occupation of the retail floorspace in Plot I	Delivered prior to first Occupation of the retail floorspace in Plot I	AGREED
Phase 4	Ground	Cygnet Lane (Plot I)	LBTH	Part of the Pedestrian route running North-South between Sclater Street and Cygnet Yard within Plot I&J	Delivered on [first] occupation of the retail floorspace in Plot I	Delivered prior to first Occupation of the retail floorspace in Plot I	AGREED
Phase 4	Ground	Cygnet Yard	LBTH	Public square at the junction of London Road and Cygnet Lane	Delivered on [first] occupation of the retail floorspace in Plot I	Delivered prior to first Occupation of the retail floorspace in Plot I	AGREED
Phase 4	Ground	London Road	LBTH	Pedestrian route running East-West between Brick Lane Square and Cygnet Yard	Delivered on [first] occupation of the retail floorspace in Plot J	Delivered prior to first Occupation of the retail floorspace in Plot J	AGREED
Phase 4	Ground	Brick Lane Square	LBTH	Public square at the junction of London Road and Brick Lane	Delivered on [first] occupation of the retail floorspace in Plot J	Delivered prior to first Occupation of the retail floorspace in Plot J	MOVED TO PHASE 1
Phase 4	Ground / Park	Brick Lane Stair - Stairs & Lift	LBTH	Lift and Stairs Access between Brick Lane Square and the Park (Plot J)	Delivere with the Park in Plot I&J	Delivered with the Park in Plot I&J	AGREED
Phase 4	Park	Park (Plots I & J)	LBTH	Park (Plots I & J)	Delivere with the Park in Plot I&J	Delivered prior to first Occupation of any residential floorspace in Plots E and E.	<b>NOT AGREED NOW AGREED</b> Due to the requirement for the service charge to pay for the running and upkeep of the park in Plot I&J, it is required to have a substantial portion of the residential in place to contribute towards this. <b>Delivered prior to occupation of 50% of the residential floorspace within Plot D</b> <b>GLA have confirmed they accept the JV position in blue above</b>
Phase 4	Ground/Park	Farthing Lane Stair - Stairs & Lift	LBTH	Lift and Stairs Access to the Park within Plot I from the Farthing Yard Stairs and Lift delivered in Phase 1 and which already access the Park in Plot H.	n/a	Delivered prior to first Occupation of any residential floorspace in Plots E and E.	<b>NOT AGREED NOW AGREED</b> These stairs and lift have been partially delivered as part of Phase 1 to provide access to the Park in Plot H. The additional stairs connection to the Park in Plot I & J will be delivered in conjunction with the delivery of the Park (Plot I&J) <b>Delivered with the Park in Plot I&amp;J</b> <b>GLA have confirmed they accept the JV position in blue above</b>

Phase 5	Park	Bridge Links to Park (Plot K)	LBH & LBTH	Bridge links to Park from Plot K to The	n/a	Delivered prior to first Occupation of Plot K	<b>NOT AGREED</b> These links are part of the outline proposals for Plot K
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				Highwalk			and will act as entrances to the businesses/offices within the building rather than public routes. Therefore these should be deleted from this schedule.
--	--	--	--	----------	--	--	--