

SCHEDULE 1

Defined Terms

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

"1990 Act" means the Town and Country Planning Act 1990;

"A406 Brent Cross Ingress/Egress Junction Improvements" means upgrading the ingress and incorporating a new egress onto the A406 adjacent to the Brent Cross East Zone in accordance with paragraphs 3.14 and 3.15 of the DSF and as set out in the following plans:

- P/D111870/H/100/1007 Rev C;
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"A407 Cricklewood Lane/Claremont Road Junction Improvements" means improvements to the existing A407/Claremont Road junction within the Cricklewood Lane Zone in accordance with paragraph 3.13 of the DSF and as set out in the following plans:

- P/D111870/H/100/1023 Rev C;
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"A41/A406 Junction Improvements" means alterations to the existing highway network at this junction, and including the new slip road access into the Brent Cross Shopping Centre, the Brentfield Gardens Junction Works and the A41 Underpass works, in accordance with paragraphs 3.5 to 3.7 of the DSF and as set out within the following plans:

- P/D111870/H/100/1004 Rev D;
- P/D111870/H/100/1005 Rev E;
- P/D111870/H/100/1006 Rev G;
- P/D111870/H/110/1005 Rev A;
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"A41/Whitefield Avenue Junction" means the creation of a new junction off the A41 including alterations to Highfield Avenue into the Eastern Lands Zone in accordance with paragraph 3.8 of the DSF and as set out in the following plans:

- P/D111870/H/100/1010 Rev E;
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"A5 Corridor Study" means the A5 Corridor Study to cover the A5 between A407 Cricklewood Lane and Staples Corner including adjacent local roads where appropriate to be carried out by the Developers and to be approved in accordance with **Condition 2.7** of the Permission and the parameters and principles set out in **Annex 7** to the Matrix and Transport Reports Schedule to this Agreement. The A5 corridor study and monitoring, including bus journey times, should be used to inform future changes to the highways that serve the site, including modifying any of the gateway junctions, in accordance with this Agreement (including the Matrix and Transport Reports Schedule);

"A5/Link Road over Midland Mainline Junction" means the new junction off the A5 Edgware Road into the western part of the Site in accordance with paragraphs 3.9, 3.19 and 3.19a of the DSF and set out within the following plans:

- P/D111870/H/100/1018 Rev C;
- P/D111870/H/1019 Rev E;
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"A5/Rail Freight Facility Junction" means the new junction off the A5 Edgware Road into the new rail freight facility in accordance with paragraph 3.10 of the DSF and as set out in the following plans:

- P/D111870/H/100/1022 Rev C;
- P/D111870/H/100/1025 Rev C;
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"A5/Diverted Geron Way (Waste Handling Facility) Junction" means the new junction off the A5 Edgware Road into the new WHF and associated junction improvement works to be constructed in accordance with paragraphs 3.11 and 3.19 and 3.19a of the DSF and as set out in the following plans:

- P/D111870/H/100/1017 Rev E;

- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"A5/A407 Cricklewood Lane Junction Improvements" means improvements to the existing A5/A407 junction adjacent to the Cricklewood Lane Zone in accordance with paragraphs 3.12, 3.19 and 3.19a of the DSF and as set out in the following plans:

- P/D111870/H/100/1024 Rev D;
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key) Plan);

"Account" means a separate interest bearing deposit account (with interest accruing to the account) with Co-operative Bank Plc or such other UK based reputable clearing bank as the LPA shall reasonably from time to time decide as being an appropriate institution for the purpose of holding the monies paid into the Consolidated Transport Fund under the terms of this Agreement having due regard to the (a) security and availability of the funds (b) the rate of interest obtainable on such deposits and (c) such other considerations as ought to be taken into account by a reasonable local authority needing to invest substantial sums of money for such purposes and in such circumstances;

"Acoustic Design Report" means a description of the design details and features that have been used to achieve acceptable internal noise standards with reference to BS8233 as set out in Paragraph 2.82 of the DSF and which is to be submitted and approved in accordance with **Condition 29.1** of the Permission;

"Additional Planning Permission" means any such planning permission as may be granted after the date of the Permission whereby amendments may be made to the Development and/or the Transport Network so as to provide any necessary mitigation measures which are indicated in any Transport Report as being necessary in order to safely and efficiently accommodate the transport impacts of the Development (or any Phase or part of it) in accordance with the relevant Benchmarks;

"Affordable Car Parking Charges" means the annual or recurring charges (details of which charges and an appropriate process for adjusting them taking account the likely lifetime of the Development are to be approved having regard to the Phase or Sub-Phase in question pursuant to the Estate Management Framework under **Condition 7** of the Permission (or such subsequently varied details as are submitted to and approved by the LPA)) for the car parking spaces in the Development connected with the Affordable Housing Units which are to be

affordable having regard to the type and tenure of the Affordable Housing Units in question;

"Affordable Estate Management Charges" means the charges (details of which charges and an appropriate process for adjusting them taking account the likely lifetime of the Development are to be approved under the Estate Management Framework under **Condition 7** of the Permission (or such subsequently varied details as are submitted to and approved by the LPA)) payable to the Estate Management Body by the Affordable Housing Provider and/or residents of the Affordable Housing Units for the estate management of the Development which are to be affordable having regard to the type and tenure of the Affordable Housing Units in question;

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market at a cost low enough for them to afford, determined with regard to local incomes and local house prices and which within the Development will be provided as Social Rented Housing and Intermediate Housing in accordance with the provisions of **Schedule 2A** to this Agreement;

"Affordable Housing Agreement" means an agreement or agreements entered into between the LPA and the Affordable Housing Provider or Affordable Housing Providers for the payment of monies made available by the LPA pursuant to **paragraph 1.9** of **Schedule 2A** below to the Affordable Housing Provider or Affordable Housing Providers so as to fund the identified number of additional Affordable Housing Units;

"Affordable Housing Commuted Sum" means any commuted sum payable under **Paragraphs 2.1.2, 3.1.2** or **3.2.2** of **Schedule 2A** (as the case may be) which is approved as part of the relevant Affordable Housing Viability Testing Report and Affordable Housing Scheme and which:

- (i) in the case of any sum payable under **paragraphs 2.1.2(c)** and **3.1.2** of **Schedule 2A** shall be an amount equal to 50% of any forecasted returns above 20% Ungearred IRR to be received by CRL or the Brent Cross Partners (as the Master Developer) from the relevant Phase or Sub Phase of the Southern Development or Northern Development (as the case may be) up to a maximum amount representing:
 - (a) (in the case of **paragraph 2.1.2(c)**) the number of Southern Affordable Housing Units required in order to catch up the shortfall

at such time from the Indicative Southern Cumulative Target (with the amount of Affordable Housing Units any sum represents being calculated on the basis of the calculation for an Affordable Housing Credit in accordance **paragraph 1.4 of Schedule 2A**); or

- (b) (in the case of **paragraph 3.1.2**) 35% (thirty five percent) of the Northern Residential Units being provided as Affordable Housing Units (with the amount of Affordable Housing Units any sum represents being calculated on the basis of the calculation for an Affordable Housing Credit in accordance with **paragraph 1.4 of Schedule 2A** below); or
- (ii) in the case of any sum payable under **paragraphs 2.1.2(b) or 3.2.2 of Schedule 2A** shall be an amount equal to any forecasted returns above 20% Ungeared IRR to be received by CRL or the Brent Cross Partners (as the Master Developer) from the relevant Phase or Sub-Phase of the Southern Development or Northern Development (as the case may be) up to a maximum amount representing the number of Affordable Housing Units required to catch up the shortfall at such time from the Indicative Southern Cumulative Target or the Indicative Northern Cumulative Target (as the case may be) (with the amount of Affordable Housing Units any sum represents being calculated on the basis of the calculation for the Affordable Housing Credit in accordance with **paragraph 1.4 of Schedule 2A**);

"Affordable Housing Credit" means a fair and reasonable credit against the number of Affordable Housing Units which have been "provided" (as defined in **paragraph 1.3.4 of Schedule 2A**) by CRL or the Brent Cross Partners (as the case may be) for the purposes of **paragraph 1.3.1 and 1.3.2 of Schedule 2A** and the number of Affordable Housing Units deemed to be "provided" through the payment of any Affordable Housing Commuted Sum will be calculated in accordance with **paragraph 1.4 of Schedule 2A** below which is to be approved as part of the relevant Affordable Housing Viability Testing Report and Affordable Housing Scheme;

"Affordable Housing Grant" means grant funding towards Affordable Housing Units provided by the HCA through the National Affordable Housing Programme or such other form of grant funding regime as may replace the National Affordable Housing Programme and provide for the allocation of grant funding to

Affordable Housing Providers developers or local authorities to subsidise the provision of Affordable Housing;

"Affordable Housing Mix" means the mix of different types of Affordable Housing Units to be included in the Affordable Housing Scheme in accordance with Condition 1.14 and the provisions contained in Schedule 2A to this Agreement

"Affordable Housing Price (Phase)" means the minimum price of transfer of the Southern Affordable Housing Units or Northern Affordable Housing Units (excluding in either case any Whitefield Estate Replacement Units) within the Phase or Sub Phase (as the case may be) to an Affordable Housing Provider which shall be as notified in writing by CRL or the Brent Cross Partners to the LPA prior to the carrying out of an Affordable Housing Review and equate to no less than £215 per sq ft (Index Linked (BCIS)) (gross external area and including any car parking spaces associated with the units in question) as an aggregate for Social Rented Housing and Intermediate Housing (with the price for any Social Rented Housing Units (which will vary dependent on the size of the units) not exceeding £215 per sq ft (Index Linked (BCIS)) (gross external area and including any car parking spaces associated with the units in question) UNLESS within 8 weeks of receiving written notice of CRL's or the Brent Cross Partners' proposed phase affordable housing price (and the intention of CRL or the Brent Cross Partners to run an Affordable Housing Review) for the Phase or Sub Phase in question the LPA serves a written counter notice notifying CRL or the Brent Cross Partners that a proposed variation to their proposed phase affordable housing price is required and setting out a revised proposed phase affordable housing price which shall be arrived at having due regard to:

- (i) the assumptions which underlie the affordable housing price contained within the latest financial appraisals submitted in support of the Application which formed the basis on which the Permission was originally granted;
- (ii) the values and build costs of comparable Affordable Housing Units within the Development or the sub region at the time;
- (iii) average levels of grant allocation for Affordable Housing schemes within the region or sub region at the time or alternatively such information as is known to the LPA and CRL or the Brent Cross Partners (as the case may

be) in relation to the amount of Affordable Housing Grant likely to be available for the Phase or Sub Phase at the time;

- (iv) the presumption that a reasonable level of Affordable Housing Grant will be available having regard to **paragraphs (i) to (iii)** above in order to deliver the Affordable Housing for the relevant Phase or Sub-Phase in accordance with the Baseline Housing Mix,

and in the event that the revised proposed Affordable Housing Price (Phase) specified within the LPA's counter notice is not agreed by CRL or the Brent Cross Partners (as the case may be) then such parties will use reasonable endeavours to agree a revised phase affordable housing price prior to the undertaking of the Affordable Housing Review. If the Affordable Housing Price (Phase) is not agreed between the LPA and CRL or the Brent Cross Partners (as the case may be) prior to the undertaking of the Affordable Housing Review then the phase affordable housing price for the Affordable Housing for the relevant Phase or Sub-Phase shall be approved as part of the Affordable Housing Review and Affordable Housing Viability Testing Report pursuant to **Condition 1.13** of the Permission;

"Affordable Housing Provider" means a Registered Social Landlord or (if approved by the LPA pursuant to **paragraph 2.10 or 3.11 of Schedule 2A**) an alternative registered provider of social housing for the purposes of section 80(2) of the Housing and Regeneration Act 2008;

"Affordable Housing Review" means a review of either (as the case may be):

- (i) the level of Affordable Housing Units to be provided by CRL or the Brent Cross Partners (as the case may be) in the Southern Development or Northern Development within any given Phase or Sub-Phase of the Development; or
- (ii) in the case of **paragraphs 2.1.2(b) and (c) of Schedule 2A** and **paragraphs 3.1.2 and 3.2.2 of Schedule 2A** the level of any Affordable Housing Commuted Sum which may be payable by CRL or the Brent Cross Partners (as the case may be) and the level of any Affordable Housing Credit,

which review is to be undertaken prior to the submission of any Reserved Matters Application for the Southern Development or Northern Development in the Phase or Sub Phase in question (save and except for Phase 1A) in accordance with the provisions of **Schedule 2A** and **Condition 1.13** of the Permission unless and to the extent that any variations to the Affordable Housing Viability Testing Report may be submitted and approved in accordance with that condition;

"Affordable Housing Scheme" means a scheme for the Southern Affordable Housing or Northern Affordable Housing in the relevant Phase or Sub Phase setting out details of the:

- (i) amount of Affordable Housing Units in accordance with **paragraphs 1.7 to 1.10 of Schedule 2A**;
- (ii) type and mix (including details of the proposed mix of Southern Intermediate Housing or Northern Intermediate Housing types within the Phase or Sub Phase so as to achieve a balanced mix of unit sizes in accordance with the Baseline Housing Mix (except where otherwise approved under this scheme) which best addresses Housing Need in the London Borough of Barnet and caters for a range of income levels within the income parameters for the local area as specified by the HCA from time to time as qualifying for Intermediate Housing); and
- (iii) the intended location of the Affordable Housing Units; and
- (iv) the proportion and level of the car parking provision for the Affordable Housing Units (to be transferred, demised or made available to the Affordable Housing Provider or occupiers of the Affordable Housing Units in accordance with the terms approved under the Estate Management Framework);
- (v) services and matters to be covered by the Affordable Housing Service Charges for the Intermediate Housing units having regard to both the services and matters as are covered by the HCA's standard lease for intermediate housing and the services and matters as are eligible for or covered by housing benefits (or any

similar scheme replacing housing benefits) under the Housing Benefit Regulations,

which shall be submitted for approval under **Condition 1.12** of the Permission (along with the accompanying Affordable Housing Viability Testing Report) prior to the submission of any Reserved Matters Application for the Southern Development or Northern Development in the Phase or Sub Phase in question (save and except Phase 1A) in accordance with **Condition 1.12** of the Planning Permission unless and to the extent that variations to such scheme are approved under that condition.

"Affordable Housing Service Charges" means the Service Charges to apply to the buildings containing Affordable Housing Units within the Development which:

- (i) in regard to the Social Rented Housing Units shall only be imposed for such services and for matters as are eligible for or covered by housing benefits (or any similar scheme replacing housing benefits) under the Housing Benefit Regulations unless agreed otherwise with the LPA;
- (ii) in regard to the Intermediate Housing units shall only be imposed for such services and for matters as are approved in the Affordable Housing Scheme under **Condition 1.12** of the Permission unless agreed otherwise with the LPA,

and shall not relate to any parts of the Development or facilities to which the residents of the Affordable Housing Units do not have access;

"Affordable Housing Standards" means the HCA's Design and Quality Standards and Housing Quality Indicators (or such alternative HCA standards as shall replace them), a minimum of Code for Sustainable Homes Level 3 and any such other minimum construction, design and sustainability standards as are required to be met to secure (if applicable) at the time of any application for Affordable Housing Grant for the Affordable Housing Units in question unless otherwise approved in the Reserved Matters Approvals or Other Matters Approvals or agreed in writing with the LPA;

"Affordable Housing Units" means the units of Affordable Housing to be provided within the Development pursuant to **Schedule 2A** to this Agreement;

"Affordable Housing Viability Testing Report" means a viability appraisal or appraisals to be undertaken as part of the Affordable Housing Review for the Southern Development or Northern Development in respect of the relevant Phase or Sub-Phase in accordance with the provisions of **Schedule 2A** hereto and **Condition 1.13** of the Permission (subject to **paragraph 3.1.3(a)** of **Schedule 2A** (if applicable));

"AHP Selection Criteria" means the Brent Cross Partners or CRL will demonstrate to the LPA's satisfaction (acting reasonably) that the Affordable Housing Provider:

- (a) has experience and a successful track record of:
 - (i) providing Affordable Housing in the North London area;
 - (ii) designing, delivering, managing and maintaining high quality high density mixed use regeneration/development schemes;
 - (iii) complying with all relevant statutory and regulatory requirements and all Tenant Service Authority's standards for monitoring and performance as current at the time;
- (b) has financial standing appropriate to and sufficient to secure funding for the Affordable Housing to be tendered or bid for;
- (c) has specialist expertise in and can provide details or examples of proposals it has implemented on other schemes or would intend to implement within the Development to work with tenants so as to facilitate and enable them to take advantage of training and employment initiatives and opportunities to move into employment, training and education;

In considering the above criteria the LPA may take into account whether the Affordable Housing Provider:

- (a) has received positive monitoring and performance reports from the Tenant Service Authority (based on their most recently issued Regulatory Judgments);
- (b) can demonstrate a high quality management and maintenance service and track record which may include delivering:
 - (i) rent arrears of no more than 5% at the most recent year end;
 - (ii) repair response times showing no less than 95% of emergency repairs within 24 hours and 90% of other repairs within the designated timescales;

- (iii) average void turnaround of no more than four weeks at most recent year end;
- (iv) high percentages of homes at "decent homes standard" and of tenant satisfaction;
- (v) has demonstrable specialist expertise (where reasonably applicable) in terms of management of high quality public realm, community development expertise, creation and implementation of employment and training initiatives; and
- (vi) has demonstrable experience in decanting existing secure tenants and supporting them in moving to their new homes;

"Alternative Energy Permission" means a planning permission and/or such other statutory consents licences and/or permits which may be required to enable the Development to achieve a minimum reduction in carbon emissions below the standard set out in Building Regulations Part L 2006 of 44% and 20% for residential and commercial buildings respectively in accordance with the Revised Energy Strategy;

"Application" means the application for planning permission referenced C17559/08 and dated 25 March 2008 submitted by the Developers to the LPA for the Development;

"Area of Concern" for any Transport Report shall be the relevant part of the Area of Influence defined by the Transport Assessment which is likely to be affected by the phase in question and which is to be defined in accordance with the principles set out in the Matrix and Transport Reports Schedule;

"Area Wide Walking and Cycling Study" means a walking and cycling study to be carried out by and at the cost of the Developers in accordance with the principles and parameters set out in the Matrix and Transport Reports Schedule to be submitted and approved in accordance with **Condition 1.20** of the Permission. This should include provisions to ensure that a good network of walking and cycling routes is maintained during the construction phase;

"Barnet Skills Development Group" means the Barnet Skills Development Group identified by the LPA from time to time as being responsible for the Barnet Skills Development Plan in accordance with **paragraph 11 of Schedule 2**;

"Barnet Skills Development Plan" means the Barnet Skills Development Plan adopted by the Council in 2006 which identifies opportunities to enhance

education and training across the Borough and any amendment or variation thereto from time to time;

"Baseline Housing Mix" means the housing mix for the Affordable Housing within the Development (excluding the Whitefield Estate Replacement Units) which shall be as set out in the table below (provided that for each unit type below (and any others) there shall be no requirement or obligation on the Brent Cross Partners or CRL (as the case may be) to provide unit sizes larger than the relevant minimum standard set out in the Affordable Housing Standards):

Type	Intermediate	Social Rented
1 bedroom	36.8%	16%
2 bedroom	46.6%	37%
3/4 bedroom (3 bed) (4 bed)	16.6%	47%

"Baseline Mixes" means Baseline Housing Mix and Baseline Tenure Mix.

"Baseline Tenure Mix" means a tenure mix for the Affordable Housing Units of sixty per cent (60%) Social Rented Units and forty per cent (40%) Intermediate Housing units;

"Benchmark(s)" means such one or more of the indicators of Network Performance Outcome as are defined as Benchmarks in respect of Network Performance Outcome in **Annex 2** to the Matrix and Transport Reports Schedule and which are derived from the Transport Assessment;

"Brent Cross East Zone" means the zone identified and marked as the Brent Cross East Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 027;

"Brent Cross LUL Square" means the new square of 0.15 ha (which forms part of the Transport Interchange T3 (Brent Cross LUL Station Interchange) Forecourt Works) adjacent to the Brent Cross underground station in the general vicinity of the location marked "S4" on Parameter Plans 003 and 017 the parameters and principles of which are established within Section B3.2, with an illustrative space typology diagram shown in Section B3.3.4, of the Design Guidelines;

"Brent Cross Main Square" means the new square of 0.34 ha at Brent Cross in the Brent Cross East Zone in the general vicinity of the location marked "M3" on Parameter Plan 003 to be provided in accordance with paragraph 5.16 of the DSF (in respect of which the indicative layout showing how such square could be constructed in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 27) and Section B3.2, with an illustrative space typology diagram shown in Section B3.3.4, of the Design Guidelines;

"Brent Cross Pedestrian Underpass Works" means improvements to the existing pedestrian underpass beneath the A41 adjacent to the Brent Cross East Zone as described in paragraph 5.19 of the DSF to include improvements to pedestrian links between the underpass and Brent Cross Shopping Centre and Brent Cross London Underground Station, marked "U3" on Parameter Plan 002 Rev 13 (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 27 shows how such works could be carried out in accordance with the parameters and principles approved under the Permission);

"Brent Cross West Zone" means the Zone identified and marked as the Brent Cross West Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 028;

"Brent Riverside Park" means the new Brent Riverside Park directly adjacent to the realigned River Brent in the general vicinity of such part of the area hatched green on Parameter Plan 011 to be provided in accordance with Table 5 and paragraphs 3.24 – 3.26 of the DSF (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 27 shows how such works could be carried out in accordance with the parameters and principles approved under the Permission) and Section B3.2, with an illustrative space typology diagram shown in Section B3.3.3, of the Design Guidelines;

"Brent Terrace Green Corridor" means the new green corridor with a 3 m width in the general vicinity of the location marked "GC7" on Parameter Plan 003;

"Brent Terrace Park" means the new park with a total area of 2.1 ha within the Brent Terrace Zone in the general vicinity of the location marked "NH3" on Parameter Plan 003 to be provided in accordance with Table 4 of Appendix 2 and paragraph 5.62 of the DSF and Section B3.2, with an indicative space typology diagram shown in Section B3.3.2, of the Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 23 shows how such park could be constructed in accordance with the parameters and principles approved under the Permission);

"Brent Terrace Zone" means the Zone identified and marked as the Brent Terrace Zone on Parameter Plan 001 and the indicative layout of which Zone is shown on Parameter Plan 023;

"Bridge Structures" means those bridges as identified on Parameter Plan 002 Rev 13 (ref No's B1-B6) and described more fully in Section 4 of the DSF and includes any or all of the River Brent Bridges;

"Bridge Structure B1 (Replacement A406 Templehof Bridge)" means the creation of a replacement road bridge to provide a link over the A406 to link Market Quarter and Brent Cross East and West Zones to include insofar as reasonably practicable provision for bus lanes, step free access and cycle access (without dismounting) in accordance with the parameters and principles as set out in paragraphs 4.5 and 4.6 of the DSF and the following plans:

- Parameter Plan 002 Rev 13;
- D112186-302;
- D112186-303; and
- D112186-304.

"Bridge Structure B2 (A5 Link Bridge)" means the creation of a new road bridge to provide a link over Midland Mainline Railway from the A5 Edgware Road to the new internal road configurations to include insofar as reasonably practicable provision for bus lanes, step free access and cycle access (without dismounting) in accordance with the parameters and principles as set out in paragraphs 4.7 and 4.8 of the DSF and in the following plans:

- Parameter Plan 002 Rev 13;

- D112186-312;
- D112186-313A; and
- D112186-314A.

"Bridge Structure B3 (Geron Way Pedestrian Bridge)" means the creation of a new pedestrian bridge to provide a link over the Midland Mainline between the north of the Railway Lands Zone and the Station Quarter Zone to include insofar as reasonably practicable provision for step free access in accordance with the parameters and principles as set out in paragraphs 4.9, 4.10 and 4.11 of the DSF and in the following plans:

- Parameter Plan 002 Rev 13;
- D112186_321A.

"Bridge Structure B4 (Pedestrian Bridge over the A406)" means the creation of a new pedestrian bridge to provide a link over the A406 between the Eastern Lands Zone and Brent Cross East Zone to include insofar as reasonably practicable provision for step free access in accordance with the parameters and principles as set out in paragraphs 4.12 and 4.13 of the DSF and in the following plans:

- Parameter Plan 002 Rev 13;
- D112186-331.

"Bridge Structure B5 (A41 Pedestrian Bridge)" means the creation of a new pedestrian bridge to provide a link over the A41 to provide a link between the Eastern Lands Zone and Brent Cross London Underground Station to include insofar as reasonably practicable provision for step free access and in accordance with the parameters and principles as set out in paragraphs 4.14, 4.15 and 4.16 of the DSF and in the following plans:

- Parameter Plan 002 Rev 13;
- D112186-341.

"Bridge Structure B6 (M1 Junction 1 Pedestrian and Cycle Bridge)" means the creation of a new pedestrian bridge to provide a link between the application site at the Station Quarter Zone to the existing communities north of the application site to include insofar as reasonably practicable provision for step free access and cycle access (without dismounting) in accordance with the parameters and principles as set out in paragraphs 4.17 - 4.20 of the DSF and in the following plans:

- Parameter Plan 002 Rev 13;
- D112186-361C.

"Building" means any building or structure to be built or extended as part of the Development except Bridge Structures and **"Buildings"** shall mean more than one Building;

"Building Roof Area" means the roof surface of all Buildings above 3 storeys in height;

"Business Relocation Strategy" means the business relocation strategy to be submitted and approved in accordance with **Condition 46.3** of the Permission and which shall be in accordance with the parameters and principles set out in **Part I of Schedule 24** unless otherwise agreed by the LPA in accordance with **clause 4.7**;

"Bus Station Permanent Enhancement Works" means the works to permanently improve enhance and extend the existing Brent Cross Bus Station (so as to make it a high quality airport-style bus station and destination of choice to serve the needs of bus passengers and encourage the use of bus as a means of transport in preference to the private motor car) in accordance with this Agreement and the detailed design, specification and programme of works to be approved in accordance with **Condition 20.31** of the Permission which details of the Bus Station Permanent Enhancement Works submitted for approval shall appropriately address the re-surfacing, the provision of new bus stands and the enhancement of customer and staff facilities within the site of the existing Brent Cross bus station and the provision of sufficient land and facilities through agreement with the LPA and TfL in an appropriate location to allow for the provision of up to 12 bus stands outside the existing Brent Cross bus station site;

"Bus Station Temporary Enhancement Works" means the works to temporarily enhance the existing Brent Cross Bus Station through the use of the existing Prince Charles lay-by in accordance with the detailed design approvals under **Condition 13.1(xiv)** of the Permission and including the relocation of the bus information kiosk if and to the extent that it is concluded as part of the detailed design approvals for Phase 1 to be feasible (here meaning such works are physically practicable, and expedient in the public interest);

"BXC Mobility Feasibility Study and Strategy" means the feasibility study to be undertaken by CRL in liaison with the Consultative Access Forum in accordance with **Condition 1.25** of the Permission and on the basis that the feasibility study should look at how the new retail and other public facilities within the Southern Development (including Principal Open Spaces) will be provided with a Shopmobility scheme (either in the form of a stand alone scheme or a satellite scheme linked to the existing Brent Cross Shopmobility scheme) and/or a Scootability scheme and/or other measures that enable disabled and older people to make use of the retail, sports, leisure and other public facilities within the development;

"BXC Transport Model" means the BXC Multi-modal Transport Model, prepared by Scott Wilson on behalf of the Developer and recalibrated and revalidated in 2008 as updated and approved under this Agreement in accordance with the arrangements described in the Matrix and Transport Schedule;

"CAF Constitution" means the constitution and terms of reference for the Consultative Access Forum contained in **Schedule 13** to this agreement including any subsequent variations to such document as are agreed in writing between the Developers and the LPA.

"Car Club" means the organisation to be procured or established by the Developers in accordance with this Agreement and approved under **Condition 39.2** of the Permission to deliver, operate and manage the on-site hire of cars for scheme users.

"Car Parking Management Strategy" means the Car Parking Management Strategy to be applied to all Phases of the Development as an overall framework car parking strategy to be approved (acknowledging that management principles in respect of Brent Cross Shopping Centre are specified in the Car Parking Management Strategy Schedule in accordance with the principles set out in **paragraph 5.3.6** Volume 1 of the Transport Assessment) on the application of the Developer in accordance with **Condition 11.1** of the Permission on the basis that the Car Parking Management Strategy will be applied in conjunction with the Matrix and Transport Reports Schedule in order to determine the Phase Car Parking Strategy and the Phase Parking Standards. Non-specific allocation of parking spaces will apply so that residents and businesses can lease parking flexibly to suit their needs;

"Car Parking Management Strategy Schedule" means the Car Parking Management Strategy contained in **Schedule 16**;

"CCC Feasibility Study" means the detailed report in respect of a study into the feasibility of providing a Construction Consolidation Centre or Centres on the Site to be prepared and submitted by the Developers to the LPA for approval in accordance with **Condition 1.9** of the Permission (which study and report should appropriately address the issues and opportunities for a Construction Consolidation Centre as outlined in Section 8 of the Construction Impact Assessment (Application document BXC 21) and the consideration of rail operational issues;

"CEMP" means a Construction Environmental Management Plan submitted by the Developers and approved in accordance with **Condition 8.3** of the Permission;

"Central Brent Riverside Park" means that part of the new Brent Riverside Park located mainly in the Brent Cross East Zone (and generally co-extensive with the Central River Brent Alteration and Diversion Works) to be constructed and provided in accordance with Paragraphs 3.24-3.26 and Table 5 of the DSF and the Detailed Delivery (Non-PDP) Programme directly adjacent to the realigned River Brent between the western edge of the eastern roundabout of the realigned Prince Charles Drive and the eastern edge of the River Brent Nature Park as shown on Parameter Plan 011 and the indicative layout showing how such part of the Riverside Park could be carried out in accordance with the parameters and principles approved under the Permission is shown on the Indicative Zonal Layout Parameter Plan 27 and the Design and Access Statement;

"Central River Brent Alteration and Diversion Works" means part of the alteration and diversion works to the River Brent between the eastern and the western roundabouts on the realigned Prince Charles Drive located in the Brent Cross East Zone in the general vicinity of such part of the area shaded in dark blue on Parameter Plan 011 (and as shown on the indicative layout showing how such works could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 27) such works to be carried out in accordance with paragraphs 3.24 – 3.26 and 10-15 of Section 011 of Appendix 2 of the DSF (with the exception of those parts of such works as are to be included in the Primary Development Package (including for the avoidance of doubt the works associated

with the creation of the River Brent Nature Park (NP4) in accordance with paragraph 3.25 of the DSF and sections B3.2 and B3.3.3 of the Design Guidelines);

"CERS Study" means a study using the Transport Research Laboratory Cycle Environment Review System or other comparable method acceptable to TfL and the LPA to assess the level of service and quality provided for cyclists across a range of cycle environments and routes reasonably related to the Development within the Site and making connections to surrounding networks having regard to (i) the principles and parameters set out in the Matrix and Transport Report Schedule for the Area Wide Walking and Cycling Study and (ii) the London Cycle Design Standards Mayor of London's Cycle Superhighways programme and the requirements of TfL Streetscape Guidance in relation to the Transport for London Road Network and/or any subsequent revisions or updates to such standards or guidelines adopted by TfL;

"Child Care Facilities" means the facilities for full day nursery or child care for children to be provided in accordance with paragraph 2.33 of the DSF;

"Child Care Facilities (Brent Terrace Zone)" means the premises to be provided in the Brent Terrace Zone as indicatively shown within the vicinity of Plot 32 of Table 8a of Appendix 2 of the DSF for full day care for children in accordance with paragraph 2.33 of the DSF;

"Child Care Facilities (Eastern Lands Zone)" means the premises to be provided in the Eastern Lands Zone as indicatively shown within the vicinity of Plot 71 of Table 8a of Appendix 2 of the DSF for full day care for children in accordance with paragraph 2.33 of the DSF;

"Child Care Facilities (Station Quarter Zone)" means the premises to be provided in the Station Quarter Zone for full day care for children in accordance with paragraph 2.33 of the DSF;

"Children's Centre" means children's centre to be provided in accordance with paragraph 2.33 of the DSF comprising 558m² gross external floorspace to be located in the Eastern Lands Zone as indicatively shown within the vicinity of Plot 37 on Table 8a of Appendix 2 of the DSF suitable for providing a range of services for children and families including early learning and day care provision;

"CHP/CCHP" means the new scheme-wide combined heat and power/combined cooling heat and power plant to be constructed with a maximum output of

16MWe (subject to **Conditions 35.5** and **35.6** of the Permission) to be provided in the Station Quarter Zone in accordance with paragraph 2.54-2.62, 5.55 (and Table 8) of the DSF as shown on Parameter Plan 010 and approximately as shown on Zonal Parameter Plan 022 and in the vicinity of Plot 59 shown on the Indicative Phasing Parameter Plan (and in Table 8a in Appendix 2 to the DSF) and which is for primarily serving the residential buildings within the Development where Feasible to do so;

"Clarefield Park Temporary Replacement Open Space" means the temporary replacement open space of circa 1.2 ha to be provided within the Eastern Lands Zone to the north of Clitterhouse Playing Fields in accordance with the arrangements described in paragraph 2.68 of the DSF and Parameter Plan 019;

"Claremont Avenue" means the route separating the Market Quarter and Eastern Lands Zones which links existing Claremont Road with Tilling Road in accordance with paragraph 5.36, Appendix 2 and Appendix 7 of the DSF, and Sections B2.2, with an illustrative route typology diagram shown in Section B2.3.2, of the Design Guidelines and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev G;

"Claremont Avenue Junction with Tilling Road" means the creation of a new junction between existing Tilling Road and new Claremont Avenue. In accordance with Appendix 2 and Appendix 7 of the DSF, and Sections B2.2, with an illustrative route typology shown in Section B2.3.2, of the Design Guidelines of the DSF and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G;

"Claremont Park" means the existing open space known as Claremont Way Open Space marked "NH2" on Parameter Plan 003;

"Claremont Park Improvements" means the improvement and modifications works to be carried out in accordance with paragraph 5.32 and Table 5 of the DSF to Claremont Park with a total area of 1.95 ha to be carried out in accordance with Sections B3.2, with an illustrative space typology shown in Section B3.3.2, of the Design Guidelines (in respect of which the indicative

layout on Indicative Zonal Layout Parameter Plan 20 shows one way how such park could be carried out in accordance with the parameters and principles approved under the Permission) and includes provision for the following items:

- a) a play area of 2,000 m² with children's facilities;
- b) an area for informal games of 2,000 m²;
- c) woodland garden areas and an associated path; and
- d) associated landscaping climbing wall and works;

"Claremont Park Road" means the creation of a new road immediately north of Claremont Park in accordance Sections B2.2, with an illustrative space typology shown in Section B2.3.2, of the Design Guidelines and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G.

"Claremont Park Road Part 1" means that part of Claremont Park Road to be created adjacent to Plots 11 and 12 (as shown on Parameter Plan 029 and outlined by reference to their anticipated primary uses in Table 8a of Appendix 2 to the DSF) and which is to be completed within Phase 1 of the Development;

"Claremont Park Road Part 2" means the balance of Claremont Park Road not completed under Claremont Park Road Part 1 works comprising works on land approximately adjacent to Plots 14, 15 and 19 (as shown on Parameter Plan 029 and outlined by reference to their anticipated primary uses in Table 8a of Appendix 2 to the DSF) and completing a link between the Market Quarter to the east and the junction with the Spine Road North to the west in accordance with the parameters and principles shown on Parameter Plan 002 and Zonal Layout Parameter Plan 022 in respect of the Station Quarter Zone;

"Claremont Road Junction North" means the creation of a new junction between existing Claremont Road and new Claremont Avenue and Claremont Park Road as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G.

"Claremont Road Junction South" means the creation of a new junction between the existing Claremont Road and new Spine Road South as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G.

"Clitterhouse Playing Fields Improvements (Part 1)" means that part of the improvement works to the existing Clitterhouse Playing Fields to be carried out in accordance with paragraphs 5.67 to 5.70 and Table 5 of the DSF (the whole of which works is to be within 18.2 ha) located in the Clitterhouse Playing Fields Zone in accordance with Section 3.2, with an illustrative space typology shown in Section 3.3.1 of the Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 26 shows how such works could be carried out in accordance with the parameters and principles approved under the Permission):

- (a) green corridors within the areas marked "GC3" and "GC5" on Parameter Plan 003 and the part of the area marked "GC4" on that Parameter Plan 003 lying in an east to west direction;
- (b) rationalisation of park and introduction of clear spatial hierarchy and structure through the development of a simple network of generous paths marked by avenue planting. This will improve access and circulation through the park as well as clearly defining different areas of use;
- (c) Community Facilities (Clitterhouse Playing Fields Zone) including provision of cafe, secure cycle parking and car parking;
- (d) provision of extensive play facilities, for a wide range of age groups, in a safe and accessible location;
- (e) reconfiguration and improvement of playing fields, including remodelling levels and improving drainage, to provide for a range of field sports and age groups;
- (f) provision of a 'dog park' area to enable dog owners to exercise their dogs off the lead whilst preventing fouling to sports pitches and other areas likely to be used by young families;

- (g) provision for informal recreational opportunities, including trim trail, boules courts, picnic areas and open grassland;
- (h) series of communal gardens along avenue, with seating and feature planting;
- (i) development of the Clitterhouse Stream Nature Park within the area marked "NP1" on Parameter Plan 003 (alongside Clitterhouse Stream, along the eastern boundary of this part of the Clitterhouse Playing Fields);

"Clitterhouse Playing Fields Improvements (Part 2)" means that part of the improvement works to the existing Clitterhouse Playing Fields (the whole of which works is to be done to 18.2 ha) to be carried out in accordance with Parameter Plan 012, paragraphs 5.67 to 5.70 and Table 5 of the DSF located in the Clitterhouse Playing Fields Zone in accordance with Section 3.2, with an illustrative space typology shown in Section 3.3.1 of the Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 26 shows how such works could be carried out in accordance with the parameters and principles approved under the Permission):

- (a) part of the green corridor within the area marked "GC4" on that Parameter Plan 003 lying in a south to north direction;
- (b) a multi purpose games area of 65 m x 40 m for tennis netball or one 5-aside pitch.
- (c) Provision of two all weather sports pitches with dimensions of 100 m x 60 m, senior football and junior football pitches, to replace Whitefield School pitches and supplement existing grass pitches;
- (d) Provision of a clear plaza area between Clitterhouse Playing Fields and Whitefield school to act as a gathering space and gateway to the park beyond;
- (e) Provision of structure planting around the boundaries and landscape buffer, to minimise the impact of the proposed changes to the park on adjacent residents.

"Clitterhouse Playing Fields Mobility Scheme" means the detailed scheme (to be submitted and approved in accordance with **Condition 2.2** of the

Permission unless and to the extent that it is included as part of the Inclusive Access Strategy) setting out measures to ensure that facilities within Clitterhouse Playing Fields are inclusive to all users as far as practicable including measures to support the access needs of a range of future users in accordance with the BXC Mobility Feasibility Study and Strategy;

"Clitterhouse Playing Fields Zone" means the Zone identified and marked as the Clitterhouse Playing Fields Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 026;

"Clitterhouse Stream Nature Park" means new nature park within Clitterhouse Playing Fields in the general vicinity of the location marked "NP1" on Parameter Plan 003 in accordance with Table 4 of appendix 2 of the DSF and the principles and parameters set out within Sections B3.2, with an illustrative space typology shown in Section B3.3.3 of the Design Guidelines;

"CoCP" means the Code of Construction Practice setting out minimum standards of construction practice in accordance with the parameters and principles contained in the Draft CoCP (and/or such revisions or amended versions of those documents as may be approved from time to time in order to ensure that the CoCP continues to be an up to date code reflecting best construction practice and guidance) which is to be approved and revised in accordance with **Condition 8.1** and **8.2** respectively of the Permission;

"Code for Sustainable Homes Level 3" means level 3 set out in Code for Sustainable Homes published by the Department of Communities and Local Government in December 2006;

"Commence" means the date on which any material operation as defined in section 56(4)(a) of the 1990 Act begins to be carried out excluding only for the purposes of this Agreement operations consisting of site clearance demolition work archaeological investigations, investigations to assess ground conditions erecting any temporary means of enclosure and the temporary display of site notices and advertisements and the terms **"Commencement"**, **"Commences"** and **"Commencing"** shall be construed accordingly;

"Community Facilities (Brent Cross East Zone)" means 500 sq. m gross external floorspace of the multi-use flexible community floorspace to be provided in the Brent Cross East Zone in accordance with paragraphs 2.35 to 2.36, 5.7 and Table 11 of the DSF and to be used for the purpose of providing community

facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas and arts and cultural activities available for use by residents of the Development;

"Community Facilities (Clitterhouse Playing Fields Zone)" means the changing facilities and pavilion (in the Clitterhouse Playing Fields Zone) illustratively shown within the vicinity of Plot 51 on the Indicative Phasing Parameter Plan (and referred to in Table 8a of Appendix 2 of the DSF) to be provided in accordance with paragraphs 2.35 to 2.36, 5.69 and Table 11 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas changing facilities/pavilion and arts and cultural activities available for use by residents of the Development;

"Community Facilities (Eastern Lands Zone)" means 1,000 sq. m gross external floorspace of the multi-use flexible floorspace to be provided in the Eastern Lands Zone illustratively shown in the vicinity of Plot 80 on Parameter Plan 029 and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF and to be provided in accordance with paragraphs 2.35 2.36 and 5.46 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space, meeting rooms, play space, recreation, cooking and dining areas and arts and cultural activities available for use by residents of the Development;

"Community Facilities (Market Quarter Zone)" means 1,000 sq m gross external floorspace of the multi-use flexible floorspace to be provided in the Market Quarter Zone illustratively shown within the vicinity of Plot 25 on Parameter Plan 029 and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF and to be provided in accordance with paragraphs 2.35 to 2.36, and Table 11 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas and arts and cultural activities available for use by residents of the Development;

"Community Square" means the new community square of 0.19 ha in the Station Quarter Zone in the general vicinity of the location marked "S1" on Parameter Plan 003 to be provided in accordance with paragraphs 5.54 and Table 5 of the DSF and Sections B3.2, with an illustrative space typology shown in Section B.3.3.4, of the Design Guidelines (in respect of which the indicative layout on Indicative Zonal Layout Parameter Plan 22 shows how such square

could be carried out in accordance with the parameters and principles approved under the Permission);

"Completed" means (in the context of the affordable housing provisions contained in **Schedule 2A**) issue of a certificate by the architect or engineer for the Brent Cross Partners or CRL or an Affordable Housing Provider (as the case may be) certifying that the relevant Affordable Housing Units have been constructed fitted out and completed (excluding the provision of kitchen 'white goods' appliances and floor coverings).

"Confirmatory Deed Form 1" means the form of deed contained in **Schedule 9** to this Agreement and entitled "Confirmatory Deed Form 1" to be entered into to bind any future interests acquired in the Site by the Developers and/or the Brent Cross Partners and/or CRL (as the case may require) and which is also to be signed and executed by the LPA and TfL in accordance with **clause 6** and which is required for the purposes of compliance with **Condition 6** of the Permission;

"Confirmatory Deed Form 2" means the form of deed of agreement contained in **Schedule 9** to this Agreement entitled "Confirmatory Deed Form 2" to be entered into in accordance with **paragraph 3** of **Schedule 4** and **Condition 6** of the Permission to bind any third party's interest in the Site that are not acquired after the date of this Agreement by the Developers and/or the Brent Cross Partners and/or CRL (as the case may be) or through or under any of their interests in the Site and which is also to be signed and executed by the LPA and TfL in accordance with the aforesaid provisions.

"Consolidated Transport Fund" means the Transport consolidation fund to be established used and operated in accordance with the obligations covenants and other provisions contained as specified in **Schedule 3** of this Agreement.

"Construction Consolidation Centre(s)" means the construction consolidation centre(s) to be provided on the Preferred Site or alternative land in accordance with **paragraph 8** of **Schedule 3** to this Agreement for the Southern Development and/or Northern Development (as the case may be) and in accordance with the CCC Feasibility Study and this Agreement and providing a supply chain management method of enabling the safe and efficient flow of construction materials and equipment from suppliers to relevant development sites within the Development;

"Construction Environmental Management Plan" (CEMP) means a detailed Plan submitted and approved under **Condition 8.3** and **28.1** of the Permission relating to each construction site or Plot (or group of Plots) within the Site which are the subject of the relevant Reserved Matters Application or Other Matters Application, and which is to be in accordance with the scope and the parameters and principles contained in the CoCP (and which shall be consistent with the Construction Transport Management Plan in relation to any provisions that it contains which are relevant to construction transport issues) and will apply them specifically to the circumstances and likely significant construction impacts associated with the particular construction site or Plot(s) to which it is intended to apply;

"Construction Transport Management Plan" (CTMP) means a detailed site wide plan to be submitted and approved in accordance with **Condition 12.1** of the Permission setting out traffic management procedures and processes to mitigate any impacts that arise from the construction traffic travelling to and from and within the Site, including the appointment of the Traffic Management Officer. The CTMP shall be prepared in accordance with the parameters and principles described and defined within the CoCP;

"Construction Workers Travel Plan" (CWTP) means the Travel Plan to be submitted approved and updated in accordance with **Condition 12.2** of the Permission for each Phase of development setting out arrangements for the management of travel for on-site construction workers in accordance with the Construction Workers Travel Plan Framework (including any variation or replacement of such document approved under **Condition 12.2** of the Permission);

"Construction Workers Travel Plan Framework" means the framework as described in **Schedule 20** as the basis for the individual CWTPs setting out the approach, commitment and measures to encourage sustainable transport choices amongst construction workers;

"Consultative Access Forum" means the independent body to be established by the Developers in accordance with **Condition 1.18** of the Permission and **paragraph 13 of Schedule 2** to provide a forum for consultation and advice relating to inclusive access issues within the Development in accordance with the CAF Constitution set out in **Schedule 13** (as amended from time to time with the LPA's approval). The Consultative Access Forum will consist of people with expertise in inclusive access and personal experience of disability issues drawn

from the local and regional community including existing users of the local area and other facilities;

"Contaminated Land Exposure Assessment" (CLEA) means the methodology that has been developed by DEFRA and the Environment Agency to estimate child and adult exposures to soil contaminants for those potentially living, working and/or playing on contaminated sites over long time periods and has been used to produce Soil Guideline Values for the United Kingdom and includes any amendments or modifications issued by DEFRA and/or the Environment Agency or their respective statutory successors with responsibility for such matters;

"Council" means the Mayor And Burgesses of the London Borough of Barnet acting in pursuance of their statutory powers duties and functions other than those where they are acting as LPA (including where they are acting as local highway authority or local education authority);

"Cricklewood Lane Zone" means the Zone identified and marked as the Cricklewood Lane Zone on Parameter Plan 001 and the indicative layout of which zone is shown on Parameter Plan 024;

"Cricklewood Station Square" means a new square of 0.16 ha adjacent to existing Cricklewood Station to be provided as part of the Transport Interchange T4 (Cricklewood Station Interchange) Forecourt Works in the Cricklewood Lane Zone in the general vicinity of the location marked "S3" on Parameter Plans 003 and in accordance with paragraphs 3.28, 5.82 and Table 5 of the DSF (in respect of which the indicative layout showing how such works could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter 24) and in general accordance with the Design and Access Statement including Section B3.2 (and the illustrative space typology shown in Section B3.3.4) of the Design Guidelines;

"Critical Infrastructure" means key transport, physical, community/social, health and environmental infrastructure components to be delivered as part of the Development (including Principal Open Spaces, Temporary Open Space and Temporary Landscaping) within the relevant Phase or Sub-Phase in accordance with the Indicative Construction Programme, the Primary Development Delivery Programme and/or the Detailed Delivery (Non-PDP) Programme (to the extent that they may be relevant to the Phase or Sub-Phase in question) and the relevant Phase Details excluding for the avoidance of doubt any item of

infrastructure referred to in **paragraph 1.3** of **Schedule 3** which is to be covered by the Consolidated Transport Fund arrangements (as set out in **Paragraph 1 of Schedule 3**) and which shall not constitute an item of Critical Infrastructure for the purposes of this definition;

"Critical Infrastructure (Non Pre-Phase)" means all other items of Critical Infrastructure save and except Critical Infrastructure (Pre-Phase) and which is identified as intended or likely to be located:

- (a) on any specific Plot or Plots as detailed in Parameter Plan 029 and Table 8a of Appendix 2 to the DSF (or on such alternative Plot or Plots as may be approved on any amendment to the Phasing Parameter Plan); and/or
- (b) (in the case of items of Critical Infrastructure or works of improvement not intended to be located on any Plot or Plots) are works wholly or partially located on (or related to) the operational land of the relevant statutory undertaker or operator of the relevant station railway line or road to which the relevant item of Critical Infrastructure relates; or
- (c) (in the case of any apparatus forming part of the Vacuum Waste Collection System or the District Heating System) in any highway or intended highway or in any other land as approved in accordance with **Condition 35.7** of this Permission,

and which will (in addition to Necessary Consents) also require a non-statutory agreement authorisation approval or consent with relevant landowner or the statutory undertaker owning the relevant operational land or with the Council (acting in its capacity otherwise than as LPA) or any other third party as the intended or likely occupier or operator of the relevant Critical Infrastructure or including (for the avoidance of doubt) the following items of Critical Infrastructure:

- (i) Rail Enabling Works;
- (ii) New MML Train Stabling Facility;
- (iii) CHP/CCHP and the associated District Heating Network;
- (iv) Waste Handling Facility and any associated conveyor system for Refuse Derived Fuel (subject to approval of the feasibility study in accordance with **Conditions 35.3** and **35.4** of the Permission);
- (v) Vacuum Waste Collection System (subject to its approval through the VWCS Feasibility Study in accordance with **Condition 1.24** of the Permission);

- (vi) Community/Social infrastructure including the Replacement Primary School, the Replacement Secondary School, the Replacement Special Needs School, Temporary Health Centre, Drop-In Health Centre and Main Health Centre, and the Replacement Leisure Centre and any other items of community/social infrastructure as shown on a Phase by Phase basis in the Indicative Construction Programme.

“Critical Infrastructure (Pre-Phase)” means key infrastructure components to be delivered as part of the Development and the Details of which are to be approved prior to the Commencement of the Development within the relevant Phase or Sub-Phase in accordance with **Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1 and 19.1** of the Permission in accordance with the Primary Development Delivery Programme or the Detailed Delivery (Non-PDP) Programme (to the extent that they may be relevant to the Phase or part of Phase in question), comprising:

- (a) Strategic Access Points;
- (b) Bridge Structures;
- (c) Engineering works comprising works to utilities sewers and Site Engineering and Preparation Works and the Rail Freight Facility;
- (d) Primary and secondary roads, cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003; and
- (e) Principal Open Spaces (and any Temporary Open Space and/or Temporary Landscaping) including Clitterhouse Playing Fields Improvements (Part 1) (including Clitterhouse Stream Nature Park), Clitterhouse Playing Fields Improvements (Part 2), Clarefield Park Temporary Replacement, Brent Cross Main Square, River Brent Nature Park, Brent Riverside Park, School Green Corridor, Claremont Park, Market Square, Eastern Lands Green Corridor Part 1, Eastern Lands Green Corridor Part 2, Eastern Park (Part 1), Eastern Park (Part 2) School Square, Sturgess Park Improvements, Gas Governor Square, Millennium Green Park, Brent Terrace Park, Railway Lands Nature Park, Station Square, Northern Nature Park, North Circular Green Corridor, Office District Park and Community Square;
- (f) Transport interchanges T1 (New Train Station and Transport Interchange) and T2 (Replacement Brent Cross Bus Station);

(g) Whitefield Estate Replacement Units;

"CTF Decision" means any decision as to the use deployment expenditure and/or reallocation of monies held in the Consolidated Transport Fund in accordance with the terms of **Paragraph 1 of Schedule 3**;

"CTF Schedule" the schedule of payments into the Consolidated Transport Fund which is attached to this Agreement as **Schedule 19** or such revised schedule as shall be approved pursuant to **Condition 4.2** of the Permission as provided for at **paragraph 1.1 of Schedule 3 and in accordance with Clause 14**;

"CTMP" means the Construction Transport Management Plan

"Cycling Hire Club" means the organisation to be procured or established by the Developers in accordance with **Paragraph 15 of Schedule 3** and **Condition 39.1** of the Permission and **Schedule 3** to provide, operate and manage the hire of cycles across the Development.

"Cycle Parking Spaces" means the provision of secure cycle storage that should as a minimum support the bike and, in public areas, allow for frame and both wheels to be locked to a fixture. Provision for Cycle Parking Spaces should be made in accordance with latest Mayor of London and/or TfL and/or LPA cycle parking standard as contained within the following documents and/or any subsequent revisions or updates adopted by the Mayor of London and/or TfL and/or the LPA from time to time (and with due regard to which is the latest adopted standard):

- Cycle Parking Standards - TfL Proposed Guidelines:
<http://www.tfl.gov.uk/assets/downloads/Proposed-TfL-Guidelines.pdf>
- London Cycle Design Standards:
<http://www.tfl.gov.uk/businessandpartners/publications/2766.aspx>
- Streetscape Guidance 2009: A guide to better London streets (in relation to cycle provision on the TLRN):
<http://www.tfl.gov.uk/businessandpartners/publications/4858.aspx>

"Delivered" means (in the context of the affordable housing provisions contained in **Schedule 2A**) the Affordable Housing Units (and the relevant car parking spaces associated with said Affordable Housing Units) approved under

the Affordable Housing Scheme have been Completed and transferred (either on a freehold basis or a leasehold basis or in the case of the car parking spaces transferred, demised or made available on the terms approved under the Estate Management Framework) to a Preferred Affordable Housing Provider (but for the avoidance of doubt this provision does not require such transfer to take place after the relevant Affordable Housing Units are Completed and the land may be transferred first and then such Affordable Housing Units and car parking spaces Completed). If any transfer of Affordable Housing Units is on a leasehold basis then any leasehold interest for the Affordable Housing Units shall be for a term of no less than 125 years and the terms **"Deliver"** and **"Delivery"** shall be construed accordingly;

"Delivery and Servicing Site Wide Manager" means the person appointed by the developers in accordance with **Paragraph 13 of Schedule 3** to this Agreement to manage and secure the implementation of the Framework Servicing and Delivery Strategy and the Freight Quality Partnership and to provide a point of liaison between the developers, LPA and TfL regarding delivery and servicing issues;

"Demolition and Site Waste Management Strategy" (DSWMS) means the strategy setting out the approach to disposal of waste arising from demolition and construction as described within Paragraphs 2.49 to 2.51 of the DSF and which is to be approved in accordance with **Condition 9.1** of this Permission;

"Design & Access Statement" means the statement known as the Design and Access Statement submitted in support of the Planning Application and approved by the Permission (or such revised or amended document as may have been approved pursuant to **Condition 2.5** of the Permission or an Additional Planning Permission);

"Design Guidelines" means the set of guidelines appended to the Design & Access Statement which was submitted in support of the Planning Application and approved by the Permission (or such revised or amended document as may have been approved pursuant to **Condition 2.5** of the Permission);

"Detailed Delivery (Non-PDP) Programme" means the detailed delivery programme relating to the delivery of Critical Infrastructure in the Phases or Sub-Phases which are outside the Primary Development Package and which is to be approved in accordance with **Condition 5.2** of the Permission and includes

any subsequent variations of such programme approved in accordance with **Condition 5.2, 5.3 and 5.4** of the Permission;

"Details" shall mean (as the case may require where no specific Phase is referred to) such of the details to be approved in accordance with **Conditions 1.7, 1.8 and 13 to 19** (inclusive) of the Permission as may be relevant to the particular circumstances of the matter and/or context in which such term is used and/or the Details approved in any Reserved Matters Approval and/or Other Matters Approval or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Developer" or "Developers" means the Brent Cross Partners and/or CRL or any other such persons either:

- (a) authorized by the Brent Cross Partners (in respect of the Northern Development) or CRL (in respect of the Southern Development) to carry out the Development; or
- (b) any Covenantor which has duly completed a Confirmatory Deed (Form 2) if and to the extent that such Confirmatory Deed (Form 2) extends the Developers' covenants under this agreement to such Covenantor in relation to any Phase or Plot or any other part of the Site and any covenants in this Agreement by "the Developers" shall be covenants for which the liability of such parties shall be joint and several unless otherwise expressly provided in such covenants PROVIDED THAT for the purposes of construing a completed Confirmatory Deed (Form 2) (and for such purposes only) any Covenantor which has duly completed a Confirmatory Deed (Form 2) shall be liable pursuant to such Confirmatory Deed (Form 2) for the covenants of the Developers and the Brent Cross Partners and/or CRL (as the case may be) in the same terms as set out in this Agreement insofar as such terms and obligations covenants agreements and other provisions remain to be complied with in accordance with this Agreement which are expressed to bind the whole or any part of the Site or any specified Phase Sub-Phase Plot or other part of the Site (or the Development) which includes the Land (as defined in the relevant Confirmatory Deed (Form 2)) or the part of the Development to be accommodated or located on the Land (defined as aforesaid) and shall in each case (for the avoidance of doubt) include their respective successors in title;

"Development" means the development permitted by the Permission;

"Development Consent" shall have the meaning as defined in the EIA Directive and interpreted in relevant case law and shall include any such Development Consent as may be expressly required by or intrinsic to or reasonably implied by any application under this Agreement for the LPA's agreement approval consent or authorisation to vary the obligations of any of the Developers (and/or the Brent Cross Partners and/or CRL as the case may be) made by or on behalf of the Developers (and/or the Brent Cross Partners and/or CRL as the case may be) or which is required in order to implement any such agreement approval consent or authorisation to vary such obligations;

"Development Specification and Framework" (DSF) means the document known as the Revised Development Specification and Framework dated March 2009 together with updates listed in the list of errata which was submitted in support of the Planning Application and is approved by the Permission (or such revised or amended document as may have been approved in accordance with **Condition 2.4** of the Permission or an Additional Planning Permission);

"Dispute Resolution Procedure" means the procedure set out at **Schedule 27** of this Agreement;

"District Heating Network" means the district heating network to be provided in accordance with paragraphs 2.54(c) to 2.54(h) 2.58 and 2.73 and Table 8 of the DSF to serve all principal residential buildings, within the Northern Development and the Southern Development by providing heat and cooling capacity to residential parts of the Development and if the Developers so elect may be extended to serve other parts of the Development;

"Draft COCP" means the draft CoCP contained in the DSF at Appendix 12;

"Drop In Health Centre" means the primary health care walk-in centre to be provided in accordance with paragraphs 2.31 and 5.83 of the DSF which is of a gross external floorspace that is reasonably capable of incorporating the facilities required by that paragraph up to a maximum of 1,150 m² to be located in the Cricklewood Lane Zone as indicatively shown within the vicinity of Plot 58 on Parameter Plan 029 and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF;

"DSF" means the Development Specification and Framework;

"Dwelling" means single residential dwelling (including any Affordable Housing Unit or Market Housing Unit) to be constructed pursuant to the Permission for use as a dwelling (including a house flat or maisonette) within Class C3 of the Town and Country Planning (Use Classes) Order 1987 (or any equivalent replacement class).

"Eastern Brent Riverside Park" means that part of the new Brent Riverside Park (including the Wetland Area) located partly in the Brent Cross East Zone (and generally co-extensive with the Eastern River Brent Alteration and Diversion Works) and to be constructed and provided in accordance with paragraphs 3.24 – 3.26 and Table 5 of the DSF and the Primary Development Delivery Programme directly adjacent to the realigned River Brent between the A41 Hendon Way and including that part of the River Brent which extends to the western edge of the eastern roundabout on the realigned Prince Charles Drive as shown on Parameter Plan 011 and the indicative layout showing how such part of the Riverside Park could be carried out in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 27 and the Design and Access Statement;

"Eastern Lands Green Corridor Part 1" means part of the new green corridor (the whole of which corridor is to total 1.43 ha) to be provided in accordance with paragraphs 5.41 and Table 5 of the DSF located south of the A41 pedestrian bridge to the junction of the A41 Hendon Way / Whitefield Avenue adjacent to Plots 67, 75 and 76 as shown on Parameter Plan 029 and provided in the Eastern Lands Zone in the general vicinity of part of the area marked "GC1" on Parameter Plan 003 in respect of which the indicative layout showing how such part of the green corridor could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan and page 100 of the BXC07 Public Realm and Open Space Strategy;

"Eastern Lands Green Corridor Part 2" means part of the new green corridor (the whole of which corridor is to total 1.43 ha) to be provided in accordance with paragraphs 5.41 and Table 5 of the DSF located north of the A41 pedestrian bridge adjacent to Plot 78 as shown on Parameter Plan 029 and provided in the Eastern Lands Zone in the general vicinity of part of the area marked "GC1" on Parameter Plan 003 in respect of which the indicative layout showing how such part of the green corridor could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative

Zonal Layout Parameter Plan 021 and page 100 of the BXC07 Open Space Strategy;

"Eastern Lands Zone" means the Zone identified and marked as the Eastern Lands Zone on Parameter Plan 001 the indicative layout of which Zone is shown on Parameter Plan 021;

"Eastern Park (Part 1)" means the first half of the new park by area (the whole of which park is to total 1.2 ha) to be created in the Eastern Lands Zone within the general vicinity of "NH1" of Parameter Plan 003 and Plots 68, 73 and 74 in accordance with the parameters and principles described in paragraphs 5.37 and 5.47 and Table 5 of the DSF and Sections B3.2, with an illustrative space typology shown in Section B3.3.2, of the Design Guidelines;

"Eastern Park (Part 2)" means the balance the new park by area (the whole of which park is to total 1.2 ha) to be created in the Eastern Lands Zone within the general vicinity of "NH1" of Parameter Plan 003 and Plots 56, 71, 72 and 77 in accordance with the parameters and principles described in paragraphs 5.37 and 5.47 and Table 5 of the DSF and the Design and Access Statement (including Sections B3.2, with an illustrative space typology shown in Section B3.3.2, of the Design Guidelines);

"Eastern River Brent Alteration and Diversion Works" means that part of the alteration and diversion works to the River Brent to be carried out in accordance with paragraphs 3.24 – 3.26 of the DSF between approximately the north western boundary of the A41 Hendon Way and the eastern roundabout on the realigned Prince Charles Drive located in the Brent Cross East Zone in the general vicinity of such part of the area shaded in dark blue on Parameter Plan 011 and the indicative layout showing how such works could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 027. The existing culvert is a highway structure maintained by TfL and any works affecting that culvert will be subject to an appropriate statutory agreement with TfL;

"EIA Directive" means the LPA Directive of 27th June 1985 on the assessment of the effects of certain public and private projects on the environment (85/337/EEC) as amended and all legislation effective in England to transpose the EIA into the laws of England insofar as relevant to the Permission and any Reserved Matters Approval or Other Matters Approval and the applications therefore and associated statutory procedures;

"EIA Process" means the process of environmental impact assessment in accordance with the EIA Directive carried out in connection with the Application (including for the avoidance of doubt the Developers' response to the LPA's Regulation 19 Request and all consultation responses relating thereto) and on the basis of which the Permission was granted or any subsequent process of environmental impact assessment which complies with the EIA Directive and which relates as appropriate to any Reserved Matters Application or Other Matters Application under the Permission or to any application for an Additional Planning Permission or to an Alternative Energy Permission as the case may require;

"Employment and Skills Action Plans" means strategies and action plans to be submitted and approved in accordance with **Condition 10.1** of the Permission prior to each Phase of the Development detailing specific employment and skills initiatives, their delivery arrangements, what is intended to be achieved and the means by which the delivery will be monitored and recorded in accordance with **paragraph 11 of Schedule 2** to this Agreement;

"Energy Facilities Details" means:

- (a) in regard to the CHP/CCHP a detailed specification programme of works and working method statement which accords with the parameters and principles set out in paragraphs 2.55 – 2.62 and 5.55, Table 8 and *Appendix 15 to the DSF and the Primary Development Delivery Programme* to be approved in accordance with **Conditions 5 and 35** of the Permission;
- (b) in regard to site based CHP/CCHP(s) and alternative renewable energy facilities a detailed specification programme of works and working method statement which shall have been approved in accordance with the Revised Energy Strategy and/or under an Alternative Energy Permission;

"Energy Panel" means the body to be established by the Developers to help and advise in the revision and delivery of the Energy Strategy and/or the Revised Energy Strategy and other issues relating to sustainable energy in accordance **with paragraph 14 of Schedule 2** to this Agreement including any subsequent variations to such terms of reference as are agreed in writing between the Developers and the LPA;

"Energy Strategy" means the strategy for delivering a minimum reduction in carbon emissions below the standard set out in Part L of the Building Regulations 2006 of 44% for residential buildings and 20% for commercial buildings in accordance with the principles and parameters set out in the DSF and the Energy Strategy and Assessment (Document BXC 9) which accompanied the Planning Application in which the key elements include the CHP/CCHP, the District Heating Network, the Waste Handling Facility and the use of Refuse Derived Fuel if and to the extent that the Refuse Derived Fuel fuelled scheme for the CHP/CCHP is found to be Feasible in accordance with the RDF Feasibility Study approved under **Condition 35.3** of the Permission and/or the alternative renewable sources as approved in accordance with **Condition 35.4** of the Permission;

"Enterprise Scale Travel Plans" means the Individual Travel Plan submitted for any part of the Development that falls below the full travel plan threshold but as defined in this Agreement where the Occupier is anticipated to employ 20 or more staff, which is in accordance with the provisions of the Framework Travel Plan (as updated from time to time in accordance with **Condition 2.6** of the Permission) approved in accordance with the Permission;

"Environmental Statement" means the Revised Environmental Statement dated March 2009 (together with any further information or any other information submitted in accordance with regulation 19 of the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 1999) which was submitted by the applicants in support of the Planning Application and which formed part of the EIA Process;

"Estate Management Body" means any company which may from time to time be established and authorised by the Developers and/or the LPA in accordance with the Estate Management Framework approved under **Condition 7.1** of the Permission to manage any specific Public Realm or common areas within such Public Realm comprised in the Development;

"Estate Management Framework" means the strategy or strategies for ensuring that all privately maintainable highways and Public Realm areas identified in such strategy or strategies to be provided within the Development are maintained managed repaired and renewed (where required) to a high standard and such framework shall be submitted by the Developer to and approved in accordance with **Condition 7.1** of the Permission and shall be guided and governed by the parameters and principles outlined in paragraph 2.90 of the DSF and the principles set out in Schedule 21;

"Exemplar Building" means the Replacement Primary School to be constructed on Plot 46 in accordance with a detailed specification to be approved by the LPA and achieving an "Excellent" rating against BREEAM for Schools 2007 as described in Section 2 of the DSF;

"Existing Foodstore" means the existing foodstore located south of the A406 at Tilling Road (currently occupied by Tesco) shown red on the plan marked **"BXC Tesco Site Rev B"** annexed in **Schedule 8** to this Agreement;

"Existing John Lewis Store" means the current John Lewis Store within the Brent Cross Shopping Centre comprising up to 31,258 sq.m gross external area which spans over basement, lower ground, upper ground, first, second and third floor levels as follows (Basement – 1,170sq.m; Lower Ground - 6,506sq.m, Upper Ground – 9,323sq.m, First - 6,446sq.m, Second - 4,287sq.m, Third - 3,526sq.m (plant and storage);

"Existing PFS" means the existing petrol filling station located south of the A406 at Tilling Road (currently operated by Tesco) shown blue on plan **"BXC Tesco Site Rev. B"** annexed in **Schedule 8** to this Agreement;

"Expert" means the professional person with not less than 10 years experience relevant to the difference or question in issue as identified pursuant to paragraph **2** of **Schedule 27** or such replacement as may be appointed for the time being pursuant to **Schedule 27**;

"Feasible" means reasonably achievable having reasonable and proper regard to the following factors:

- (a) the need for the Critical Infrastructure or mitigation measures in question having regard to (i) the commitment of the Developers to carrying out the Development in a sustainable manner and the reasons for their commitment to provide the relevant item of Critical Infrastructure (ii) the availability of adequate alternative facilities and/or capacity in a location approved by the LPA which enables such alternative to serve the needs of the Development in a manner which is consistent with the EIA Process and (iii) the likely impact of providing the relevant Item of Critical Infrastructure on the Viability of the Development;

- (c) a suitable site being reasonably available for the siting operation and construction of the relevant item of Critical Infrastructure in accordance with the terms of the Permission; and
- (d) the likelihood of all Necessary Consents being obtained on the assumption that the Developers or the Brent Cross Partners or CRL (as the case may require) shall have used all Reasonable Endeavours to obtain them;

and the term **"Unfeasible"** shall be construed accordingly;

"Force Majeure" means any of the following contingencies and/events (if and to the extent that they shall cause any unavoidable delay in the delivery of any Critical Infrastructure or other specified matter or item in accordance with this Agreement in a manner which is outside the reasonable control and not attributable to the default of the Developers) namely: a fire, flood or other severe weather conditions, terrorist action, war, rebellion, riot, strikes, lock outs, insolvency of contractor(s), unavailability of materials or equipment, emergencies, decree of Government, security action or concerns relating to imminent and unavoidable threats to the health or safety of personnel in the vicinity of the Development;

"Framework Servicing and Delivery Strategy" means the site wide Framework Servicing and Delivery Strategy which seeks to reduce the impact of delivery and servicing activity generated by the Development on the environment in accordance with the parameters and principles set out in paragraph 5.3.8 of Volume 1 of the Transport Assessment (March 2009) and which is to be submitted and approved and implemented in accordance with **Condition 1.21** of the Permission and **Paragraph 13 of Schedule 3**;

"Framework Travel Plan" means the Framework Travel Plan which is appended to this Agreement as **Schedule 15** or such updated and amended Framework Travel Plan as shall be approved from time to time in accordance with **Condition 2.6** of the Permission. For the avoidance of doubt updates and amendments approved in accordance with **Condition 2.6** shall not require a deed of variation to this Agreement to amend the form of the Framework Travel Plan in **Schedule 15**;

"Freight Quality Partnership" means the existing partnership operated by TfL or a scheme for similar purposes approved by TfL. The Developers will join the

existing partnership operated by TfL or a similar group for similar purposes approved by the LPA in consultation with TfL under the Permission (or on appeal);

"Gas Governor Square" means the new square of 0.16 ha to be provided in the Brent Terrace Zone in accordance with paragraph 5.64 and Table 5 of the DSF in the general vicinity of the existing gas governor and in the location marked "S2" on Parameter Plan 003 (in respect of which the indicative layout showing one way how such square could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 023) and the Design Guidelines at Section B3.2, with an illustrative space typology shown in Section B.3.3.4;

"GLA Toolkit" means the Greater London Authority's (GLA) Toolkit as at November 2008 which enables assessment of the economics of development through the comparison of potential development revenue with potential development costs before a payment for land is made (including guidance on the use of this model set out in the GLA Guidance Notes as at November 2008 which accompanies the Toolkit) or such revised version of that Toolkit and accompanying guidance as shall be adopted for use by the GLA at the time of the relevant Affordable Housing Review;

"Global Remediation Strategy" (GRS) means the document forming Appendix 13 to the Development Specification & Framework and which accompanied the Planning Application;

"GPDO" means the Town and Country Planning (General Development Procedure) Order 1995 (Statutory Instrument 1995 No. 419) or any amendments or replacements thereof from time to time in force;

"Green and Brown Roofs" mean sections of the Building Roof Area designed to provide habitat locations and rainfall attenuation as part of a SUDs scheme in accordance with paragraph 2.69 of the DSF and to be submitted and approved in accordance with **Conditions 1.17, 2.1 and 44.5** of the Permission;

"Gross Sales Area" means the area authorised by the Permission and used for the retail sale of goods excluding any basement levels not used for sales, plant, back of house/storage facilities, and floorspace used for entrances or circulation spaces and/or travelators staircores and loading areas;

"HCA" means the Homes and Communities Agency being the national housing and regeneration delivery agency for England whose role is to create thriving communities and affordable homes (or such relevant successor body as may assume the role of the HCA as the body responsible for the delivery and Affordable Housing Grant in respect of Affordable Housing);

"High Street North" means the pedestrianised High Street within Brent Cross East Zone to be constructed and provided in accordance with 5.7, 5.8, 5.9, 5.10 and 5.16, of the DSF, and Section B2.2, with an illustrative space typology shown in Section B2.3.1, of the Design Guidelines and as set out in the following plans:

- Parameter Plan 003 Rev 10;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G;

"High Street South" means the High Street within Market Quarter Zone to be constructed and provided in accordance with paragraphs 5.27, 5.30 and 5.33 of the DSF and Section B2.1, with an illustrative space typology shown in Section B2.3.1, of the Design Guidelines and as set out in the following plans:

- Parameter Plan 003 Rev 10;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G;

"Housing Benefit Regulations" means the Housing Benefit Regulations 2006 (SI2006/213) or such subsequent regulations or legislation as may replace them and prescribe which building service charges are eligible for housing benefits (or any similar scheme replacing housing benefits);

"Housing Need" means a person who is homeless or is currently occupying a dwelling which is overcrowded or under occupied or in need of renovation or unfit for human habitation or other such reasons as the LPA agrees constitute circumstances that are unreasonable for that person to continue to occupy the dwelling or persons who cannot afford to acquire housing on the open market at a cost low enough for them to afford and in each case is registered on the Council's Affordable Housing waiting list (or any similar list as may replace it) unless otherwise agreed with the LPA;

"ICP" means the Indicative Construction Programme;

"Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G" the drawing bearing this number and contained in Appendix 7 of the DSF;

"Illustrative Reconciliation Plan" means a plan which shall accompany Other Matters Applications and Reserved Matter Applications in accordance with **Conditions 1.17** and **2.1** of the Permission and the arrangements set out in Section 6 of the Development Specification and Framework dealing with the issue of layout and showing the detailed proposals for the relevant Phase, Sub-Phase or Plot Development in the context of the approved or proposed Critical Infrastructure within the relevant Zone and demonstrating how the Details of such Critical Infrastructure as proposed comply with the relevant parameters and principles for such Phase, Sub-Phase and/or Development Zone and for the Development as a whole;

"Inclusive Access Strategy" means the site wide strategy to be submitted and approved in accordance with **Condition 1.26** of the Permission and which shall be prepared by the Developers in consultation with the Consultative Access Forum setting out the approach to inclusive access and mobility across the scheme. The strategy should set out the vision and establish appropriate mechanisms and inclusive access design standards for ensuring inclusive design is integrated into the regeneration from the beginning of the design process and which designers abide by. The strategy should include design standards for Accessible Wayfinding Information and Interpretation to be incorporated within the public realm to assist visitors to the area and users of the sporting, retail and other facilities. The Inclusive Access Strategy shall be reviewed every 5 years and the reviewed document shall be submitted and approved in accordance with **Condition 1.26** of the Permission or at such other intervals as may be agreed from time to time by the Developers and the LPA in consultation with the Consultative Access Forum in recognition that the Development will be built over a number of years and that best practice in inclusive design will evolve over time;

Index-linked means that the sum referred to or (if relevant) the remaining balance of it shall be linked to movements in the relevant index (a) (in the case of payments the amount of which is specified in this Agreement) from 19 November 2009 (which is the date when the sums specified in this Agreement were agreed) and/or (b) (in the case of payments under this Agreement where the amount of is not so specified) the date when the amount of such sums is agreed or determined in accordance with the terms of this Agreement and in all

cases so as to ensure that during the lifetime of the Development the specific financial contributions payable under this Agreement are appropriately updated and adjusted up to the date of payment so as to ensure that they effectively provide the benefits mitigation or improvements for which they are intended to be used;

Index-linked (AEI) means linked to the rate of inflation as measured by the Average Earnings Index (as published by the Office of National Statistics) or such other appropriate index agreed between the Parties (acting reasonably) and in the event of dispute determined by the Expert pursuant to **Clause 16**;

Index-linked (BCIS) means linked to the rate of inflation as measured by the All-in Tender Price Index as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors to include any applicable local or regional weighting or such other appropriate index agreed between the Parties (acting reasonably) and in the event of dispute determined by the Expert pursuant to **Clause 16**;

Index-linked (RCI) means linked to the rate of inflation as measured by the Road Construction Tender Price Index as published by the Department of Business Enterprise and Regulatory Reform to include an applicable local or regional weighting or such other appropriate index agreed between the Parties (acting reasonably) and in the event of dispute determined by the Expert pursuant to **Clause 16**;

Index-linked (RPI) means linked to the rate of inflation as measured by the All Items Retail Prices Index as published by the Office of National Statistics to include any applicable local or regional weighting or such other appropriate index agreed between the Parties (acting reasonably) and in the event of dispute determined by the Expert pursuant to **Clause 16**;

"Indicative Construction Programme" means the sequencing and approximate duration of operations shown in the revised Indicative Construction Programme appended to this Agreement as **Schedule 18** (with such variations or amendments as to (1) the sequencing of operations and (2) the approximate duration of operations) for the Critical Infrastructure as may be approved on the application of the Developers from time to time in accordance with **Conditions 4.3 and 4.4** of the Permission. For the avoidance of doubt such variations and amendments approved under these conditions do not require a deed of variation

to this Agreement to amend the form of Indicative Construction Programme in Schedule 18;

"Indicative Phasing Parameter Plan" means Parameter Plan 029;

"Indicative Southern / Northern Phase Targets" and **"Indicative Southern / Northern Cumulative Phase Targets"** means the Affordable Housing Unit targets for the Southern Development (excluding for the avoidance of doubt the Whitefield Estate Replacement Units) or the Affordable Housing Unit targets for the Northern Development as set out in the tables below but:

- (i) if the number of Southern Residential Units or Northern Residential Units in any given Phase ultimately varies from that set out below, such southern targets or northern targets for that Phase will be adjusted proportionately so as to represent a figure equal to 30% of the number of Southern Residential Units or Northern Residential Units in that Phase or Sub Phase and the Southern or Northern cumulative targets will be adjusted accordingly;
- (ii) if an Affordable Housing Commuted Sum is paid to the LPA, an Affordable Housing Credit will be awarded towards the relevant target below (the level of which is to be approved in the Affordable Housing Viability Testing Report in respect of the Affordable Housing Commuted Sum in question);
- (iii) the targets will be subject to adjustment pursuant to **paragraph 2.2.2 or 3.3.2 of Schedule 2A**,

Indicative Southern Targets:

Phase	Total Southern Residential Units	"Indicative Southern Phase Target"	"Indicative Cumulative Southern Target"
Phase 1	1355	407	407
Phase 2	1750	525	932
Phase 3	1329	398	1330
Phase 4	504	151	1481
Phase 5	1749	495	1976

Phase 6	0	0	1976
Phase 7	63	19	1995
TOTAL	6650	1995	1995

Indicative Northern Targets:

Phase	Total Northern Residential Units	"Indicative Northern Phase Target"	"Indicative Cumulative Northern Target"
Phase 2	278	83	83
Phase 3	572	172	255
TOTAL	850	255	255

"Individual Travel Plan" (which shall also be referred to as "Occupier Travel Plans", "Enterprise Scale Travel Plans" and "School Travel Plans") means the plan for the Development or any part of the Development (as explained in the Framework Travel Plan) which has been submitted to and approved in accordance with **Conditions 2.1, 39.3, 39.4 and 39.5** of the Permission and which is in accordance with the provisions of the Framework Travel Plan (as updated from time to time in accordance with **Condition 2.6** of the Permission) approved in accordance with the Permission;

"Initial Planning Agreement" as referred to in any documents appended to this Agreement (including the draft planning conditions contained in Appendix 25) for the avoidance of doubt means this Agreement (including any subsequent deed of modification to it entered into from time to time in accordance with **clause 13** of this Agreement);

"Inner Impact Area" means the wards of West Hendon, Colindale, Hendon, Golders Green and Childs Hill in the London Borough of Barnet and the wards of Mapesbury, Dudden Hill, Dollis Hill, Welsh Harp and Fryent in the Borough of Brent and the ward of Fortune Green in the Borough of Camden;

"Intermediate Housing" means housing for people who cannot afford to rent or buy on the open market but can afford to pay more than the level of Target Rents which is made available at a discount from Open Market Value to

households whose income is within the income parameters for the Barnet area specified by the HCA from time to time as qualifying for Intermediate Housing which may include but is not limited to:

- (i) New-Build Homebuy;
- (ii) Sub-Market Rented Units;
- (iii) Shared Equity Units;

"Landscaping Works" means those works involving soft landscaping;

"Library" means the library facility to be provided in the Eastern Lands Zone illustratively shown within the vicinity of Plot 27 on Parameter Plan 029 and outlined by reference to its anticipated primary use in of Table 8a of Appendix 2 of the DSF to be provided in accordance with paragraphs 2.35 – 2.36 and 5.46 of the DSF available for use by residents of the Development;

"Lifetime Homes" means units which fulfil the 16 Criteria necessary to achieve Lifetime Homes Standard as set out in Appendix 6 to the DSF (or any subsequent criteria adopted at the time of the Reserved Matters Application for the relevant Affordable Housing Units);

"Local Roads" are those new roads cycle and/or pedestrian routes or other thoroughfares to be constructed by the Developers as part of the Development within the application site save and except those roads, cycle and/or pedestrian routes or other thoroughfares which form part of Critical Infrastructure for the relevant Phase or Development Zone as identified on Parameter Plan 002 Rev 13 and Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G;

"London Plan" means the spatial development strategy for Greater London published in February 2008 consolidated with Alterations since 2004 by the Mayor of London and any subsequent adopted amendments to it from time to time which may be relevant to any applications for approval in relation to the Development under the terms of the Planning Permission;

"LPA" means the London Borough of Barnet acting in its statutory capacity as local planning authority;

"M1/A406 and A5/A406 Junction Improvements" means alterations to the existing highway network at this junction and associated offsite works (including

Bridge Structure B6 (M1 Junction 1 Pedestrian and Cycle Bridge)) in accordance with paragraph 3.3,3.4, 3.19 and 3.19a of the DSF and set out within the following plans:

- P/D111870/H/100/1011 Rev F;
- P/D111870/H/100/1012 Rev F;
- P/D111870/H/100/1013 Rev F;
- P/D111870/H/100/1029 Rev B;
- P/D111870/H/110/1012 Rev B;
- P/D111870/H/110/1013 Rev B; and
- P/D111870/H/100/1000 Rev G (Indicative Transport Layout (Key Plan));

"Main Health Centre" means the primary health care centre (including eight general practice surgeries) to be provided in accordance with paragraph 2.31 of the DSF with a gross external floorspace that is reasonably capable of incorporating the facilities required by that paragraph up to a maximum of 3,000 m² together with an area of hardstanding for ambulances adjacent to such centre of no more than 25 m² and which is to be located in the vicinity of plot 80 in the Eastern Lands Zone and which will provide a range of services including community services outpatient appointments diagnostics minor treatment and other health services;

"Market Housing" means Residential Units which are not Affordable Housing;

"Market Housing Unit" means a single Residential Unit for occupation as Market Housing.

"Market Quarter Zone" means the Zone identified and marked as the Market Quarter Zone on Parameter Plan 001 and the indicative layout of which Zone is shown on Indicative Zonal Layout Parameter Plan 020;

"Market Square" means the new market square of 0.81 ha to be provided in the Market Quarter Zone in accordance with paragraph 5.30 and Table 5 of the DSF in the general vicinity of the location marked "M2" on Parameter Plan 003 and the indicative layout showing how such square could be carried out in accordance with the parameters and principles approved under the Permission is shown on the Indicative Zonal Layout Parameter Plan 020 and Section 3.2 and 3.3.4 of the Design Guidelines;

"Master Developer" means CRL or the Brent Cross Partners (as the case may be) or their successors in title to the Southern Development or the Northern Development (or to the whole of any Phase or Sub-Phase thereof) (as the case may be) respectively to the extent that they are responsible for the overall coordination and delivery of the Southern Development and/or Northern Development and/or each of its Phases or Sub-Phases in accordance with the Permission and this Agreement and for the avoidance of doubt it is not intended that it should include persons who are responsible for delivering only individual Plot Development and the term **"Master Developers"** shall be construed accordingly;

"Matrix" means the Matrix to be prepared and submitted to the LPA and TfL by the Developer in accordance with the Matrix and Transport Reports Schedule and approved as part of the Transport Scope and Specification Approval in relation to each Phase Transport Report and/or any Reserved Matters Transport Report in accordance with **Condition 37.1** of the Permission and **Schedule 3** to this Agreement;

"Matrix and Transport Reports Schedule" means the Matrix and Transport Reports Schedule contained in this Agreement as **Schedule 17** or such alternative or amended Matrix and Transport Reports Schedule as may be submitted to and approved by the LPA and TfL in accordance with the terms of this Agreement (or on appeal);

"Millennium Green" means the existing the Millennium Green marked "CG2" on Parameter Plan 003;

"Millennium Green Improvements" means the improvement works to Millennium Green (which works are to be within an area of 0.48 ha) to be carried out in accordance with the relevant Phase Details and the parameters and principles contained in paragraphs 2.68a, 5.58 and 5.64 and Table 5 of the DSF (in respect of which the indicative layout showing how such park could be carried out in accordance with the parameters and principles approved under the Permission is shown on the Indicative Zonal Layout Parameter Plan 023) and Section 3.2, with illustrative space typology shown in Section 3.3.3, of the Design Guidelines to include the provision of the following items:

- a play area with 250 m2 of playable space;
- a garden area for quiet recreation;

- a wildlife area; and
- associated grass area for informal games play elements pathways water attenuation area and landscaping;

“Monitoring Strategy” means a Strategy that measures all key transport impacts of the development (as well as transport behaviour) such as operational traffic, construction traffic and the impact of overlapping phases on the road network and on public transport in accordance with the parameters and principles set out in Annex 6 to the Transport Matrix and Transport Report Schedule and which Monitoring Strategy is to be submitted and approved under **Condition 37.8** of the Permission;

“Nature Parks” means those Principal Open Spaces marked NP1, NP2, NP3 and NP4 as shown on Parameter Plan 003;

“Necessary Consents” means all orders, consents, approvals, permits, agreements, licenses or other similar authorisations required under any statute, statutory instrument or other legislation (including for the avoidance of doubt any approvals required under the Permission) to enable the Critical Infrastructure relevant to the Phase or Sub-Phase in question to be constructed and provided and thereafter (where appropriate) to be used and operated and including (in relation to any primary or secondary routes or any Local Highways or any cycle and/or pedestrian routes or any other public thoroughfares) any agreements and bonds or other security required under sections 38 and 278 of the Highways Act 1980 or any amending legislation in force from time to time and in respect of Principal Open Spaces adopted or managed maintained repaired and renewed or operated in accordance with the Permission and/or (as the case may require) the Estate Management Framework;

“Neighbourhood Police Unit (Brent Cross East Zone)” means the police unit of up to 93 sq m to be provided within the Brent Cross East Zone as illustratively shown within the vicinity of Plot 97 or 112 to be provided in accordance with paragraph 2.35 – 2.36 of the DSF (or up to 186 sq m if a single unit is provided within the Development) in accordance with **paragraphs 8.1.2** and/or **8.2.5** of **Schedule 2** to this Agreement;

“Neighbourhood Police Unit (Market Quarter Zone)” means the police unit of up to 93 sq m to be provided within the Market Quarter Zone to be provided in accordance with paragraph 2.35 – 2.36 of the DSF (or up to 186 sq m if a

single unit is provided within the Development) in accordance with **Paragraphs 8.1.2 and/or 8.2.5 of Schedule 2** to this Agreement;

"Net Additional Increase" means the increase in gross comparison retail floorspace after the closure and demolition and/or decommissioning of existing retail floorspace in Brent Cross East Zone;

"Net Retail Floorspace" means the area authorised by the Permission and used for the retail sale of goods excluding any basement levels not used for sales, plant, back of house/storage facilities, and floorspace used for entrances or circulation spaces and/or travelators staircores and loading areas;

"Network Performance Outcome" means the predicted impacts of the Development on all relevant junctions, highways, cycle and pedestrian routes and the performance of all transport modes and interchanges within the relevant Area of Concern (as defined in the relevant Transport Report Scope and Specification Approval), such impacts to be assessed in accordance with the Matrix and Transport Reports Schedule;

"New Build Homebuy Units" means Affordable Housing provided by an Affordable Housing Provider where the occupier initially purchases a percentage of the equity in the unit of between 25% and 75% with the option to purchase additional equity up to 100% and where the lease is to be drafted in accordance with the HCA's requirements for New Build Homebuy Schemes and unsold equity is held by an Affordable Housing Provider who can charge a rental on the unsold equity;

"New John Lewis Store" means the new department store comprising up to 28,000 square metres Net Retail Floorspace illustratively shown on Plot 101 in accordance with the parameters and principles set out in paragraphs 2.29a and the relevant Scale Thresholds in Appendix 10 to the DSF and the relevant design principles contained in the Design and Access Statement;

"New MML Train Stabling Facility" means replacement train stabling provision needed to facilitate delivery of the Development within the Railway Lands Zone as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G;

"New PFS" means the new petrol filling station within the Development to be located in the Eastern Lands Development Zone in the vicinity of Plot 70 the retail kiosk of which will extend to 326 sq m and the canopy of which will extend to up to 2,800 sq m.

"New Superstore" means a new major foodstore which replaces the Existing Foodstore (currently occupied by Tesco in the Eastern Lands) to be sited in the Eastern lands in the vicinity of plot 28 immediately adjacent to Claremont Avenue. In accordance with paragraph 5.43 of the DSF the foodstore will form part of a mixed use block, to be delivered over two levels with a maximum gross floorspace of 19,509m² , including plant, staff facilities , servicing ramps etc. The New Superstore will have a maximum Gross Sales Area (that is the area used for the sale of goods excluding basement levels, plant, back of house/storage facilities, entrance circulation/travelators staircores and loading) of 11,720m² of which 6,446m² and 5,274m² shall be used for the sale of comparison and convenience goods respectively.

"NLWA" means North London Waste Authority;

"Noise Sensitive Premises" means new or existing occupied dwellings, other residential accommodation, schools, hospitals, places of worship, libraries and other buildings (including the Holiday Inn Hotel) in respect of which noise impacts ought to be a material consideration in the light of relevant guidance contained or referred to in PPG24 (or any amended guidance replacing it from time to time) or any other relevant noise standards, guidance or best practice methodologies which should be considered in assessing noise impacts and mitigation;

Non-True Voids means:

- (a) voids created by a temporary decant moving to a temporary home;
- (b) voids created through tenant transfer in the borough within the association's stock;
- (c) voids created through rehousing via any national, regional or sub regional mobility scheme;

"North Circular Green Corridor" means new green corridor with a width of between 8 and 30 m to be provided in the Station Quarter Zone in accordance

with paragraph 5.57 of the DSF in the general vicinity of the location marked "GC2" on Parameter Plan 003;

"Northern Affordable Housing" means Affordable Housing in the Northern Development;

"Northern Affordable Housing Units" means Affordable Housing Units in the Northern Development;

"Northern Development" means those parts of the Development within the Brent Cross East Zone and Brent Cross West Zone and associated works for roads, other ways bridges and Critical Infrastructure and other associated works and operational development forming part of the Development within or outside those Zones as follows:

- (a) within the areas north of the A406 shaded blue on the attached "Northern / Southern Development" plan in **Schedule 8**;
- (b) within the areas shown for identification purposes shaded pink on that plan (representing the Critical Infrastructure (Pre-Phase) for which joint and several obligations of the Developers apply subject to the terms and conditions as set out in this Agreement);
- (c) within the area cross hatched light blue on that plan in respect of works of modification to the Existing John Lewis Store and external alterations to the existing Brent Cross Shopping Centre and associated works;

"Northern Intermediate Housing" means Intermediate Housing in the Northern Development;

"Northern Market Housing" means Market Housing in the Northern Development;

"Northern Market Housing Units" means Market Housing Units in the Northern Development;

"Northern Nature Park" means new northern nature park of 0.2 ha to be provided in the Station Quarter Zone in the general vicinity of the location marked "NP3" on Parameter Plan 003 in accordance with paragraph 5.54 and Table 5 of the DSF and the principles and parameters set out within Sections B3.2, with an illustrative space typology shown in Section B3.3.3, of the Design Guidelines;

"Northern Primary Development" means the part of the Primary Development Package located in the Northern Development;

"Northern Principal Open Spaces" means such Principal Open Spaces as are to be delivered by the Brent Cross Partners as Critical Infrastructure as part of the Northern Development in accordance with **paragraph 10 of Schedule 2**;

"Northern Residential Unit" means Residential Unit in the Northern Development;

"Northern Social Rented Units" means Social Rented Units in the Northern Development;

"North London Waste Authority" means the statutory waste disposal authority for the London Boroughs of Barnet, Camden, Enfield, Hackney, Haringey, Islington and Waltham Forest the primary function of which is to arrange for the transport and disposal of waste collected by these seven boroughs and to promote waste minimisation and recycling and which is currently intended to promote the Waste Handling Facility and to be (or to appoint) the occupier and operator of the Waste Handling Facility;

"Occupation" means actual occupation for the purposes permitted by the Permission excluding occupation by personnel engaged in marketing construction fitting out or decoration for marketing or purposes of display for first sale or letting or security operations and the terms **"Occupied"** **"Occupy"** and **"Occupying"** shall be construed accordingly;

"Occupation Finish Standard" means (in relation to Critical Infrastructure as detailed below) a standard fully finished and ready for occupation or habitation operation and /or use for its intended purpose in accordance with a specification to be approved by the LPA and in accordance with the relevant Necessary Consents for such Critical Infrastructure and shall (for the avoidance of doubt) include all (i) all external security barriers and fences, landscaping, noise barriers and other attenuation measures, service yards, accesses, parking areas, loading bays, playgrounds and associated ancillary external facilities and (ii) all internal partitions decorations and finishes, the provision of all services, access lifts and ramps, sanitary ware, all fixtures fittings equipment apparatus (including kitchen and catering equipment) and which shall in the case of replacement facilities include fixtures and fittings, equipment and apparatus of a specification that is provided within the existing facilities (updated as necessary in accordance with the relevant Necessary Consents and guidance) and (in the case of the replacement schools) shall all laboratory benches, gymnasium

equipment, specialist equipment and facilities necessary for such schools to be provided and operated PROVIDED THAT (for the avoidance of doubt) such standard shall apply to the following Critical Infrastructure:

- (a) CHP/CCHP and District Heating System;
- (b) Community Facilities (Clitterhouse Playing Fields Zone);
- (c) Replacement Primary School;
- (d) Replacement Secondary School;
- (e) Replacement Special Needs School;
- (f) Replacement Leisure Centre;
- (g) Transport Interchange T1 (New Train Station and Transport Interchange);
- (h) Transport Interchange T2 (Replacement Brent Cross Bus Station);
- (i) Existing Bus Station (Permanent Enhancement Works);
- (j) Waste Handling Facility and associated conveyor system and (subject to **Conditions 1.24 and 40** of the Permission) the Vacuum Waste Collection System;
- (k) Whitefield Estate Replacement Units;

"Occupier Travel Plan" means the Individual Travel Plan submitted for any part of the Development that meet the standard travel plan thresholds as defined and required in **Paragraph 17 of Schedule 3** prepared in accordance with the provisions of the Framework Travel Plan (as updated from time to time in accordance with **Condition 2.6** of the Permission) approved in accordance with the Permission;

"Office District Park" means the new office district park of 0.6 ha to be provided in the Station Quarter Zone in the general vicinity of the location marked "CG1" on Parameter Plan 003 in accordance with paragraph 5.54 and Table 5 of the DSF and the principles and parameters set out within Sections B3.2, with an illustrative space typology shown in Section B3.3.3, of the Design Guidelines;

"Ongoing Planning Charges" shall have the meaning given to the term in **paragraph 22 of Schedule 2**;

"Open Market Value" means a price to be calculated in accordance with the definition of "Market Value" in such edition of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards as shall be in force at the date of the relevant Affordable Housing Review;

"Other Matters Application" means an application for one or more Other Matters Approval;

"Other Matters Approvals" means the LPA's approval or approval on appeal of details, strategies, detailed specifications, working method statements, programmes and other matters (other than Reserved Matters) which under the conditions contained in the Permission require submission to the LPA and for approval in relation to the Development as a whole or any specific Phase(s), Sub-Phase(s) or Plot(s) or any part of the Development (as the case may be);

"Parameter Plans" means the following drawings which accompanied the Planning Application and are approved by the Permission (or such revised or amended Parameter Plans as may be approved by the LPA pursuant to **Conditions 1.16** and **2.4** of the Permission) setting out the parameters for the development and which are listed below:

- Parameter Plan 001 Rev 13 Development Zones;
- Parameter Plan 002 Rev 13 Transport Infrastructure;
- Parameter Plan 003 Rev 10 Public Realm & Urban Structure;
- Parameter Plan 004 Rev 10 Ground Level Land Uses to Frontages;
- Parameter Plan 005 Rev 10 Upper Level Land Uses to Frontages;
- Parameter Plan 006 Rev 11 Proposed Finished Site Levels;
- Parameter Plan 007 Rev 10 Maximum Building Heights;
- Parameter Plan 008 Rev 7 Minimum Building Heights;
- Parameter Plan 009 Rev 9 Basement and Service Access;
- Parameter Plan 010 Rev 10 Utilities;
- Parameter Plan 011 Rev 12 River Brent;

- Parameter Plan 012 Rev 10 Clitterhouse Playing Fields;
- Parameter Plan 013 Rev 11 Transport Interchanges;
- Parameter Plan 014 Rev 8 Floorspace Thresholds;
- Parameter Plan 015 Rev 1 Indicative Layout Plan;
- Parameter Plan 016 Rev 6 Existing Building and spaces;
- Parameter Plan 017 Rev 1 Minor Transport Interchanges;
- Parameter Plan 018 Rev 2 Waste and Freight Facilities;
- Parameter Plan 019 Rev 4 Indicative Primary Development Package Layout Plan;
- Parameter Plan 020 Rev 1 Indicative Zonal Layout Plan (Market Quarter);
- Parameter Plan 021 Rev 1 Indicative Zonal Layout Plan (Eastern Lands);
- Parameter Plan 022 Rev 2 Indicative Zonal Layout Plan (Station Quarter);
- Parameter Plan 023 Rev 2 Indicative Zonal Layout Plan (Brent Terrace);
- Parameter Plan 024 Rev 1 Indicative Zonal Layout Plan (Cricklewood Lane);
- Parameter Plan 025 Rev 2 Indicative Zonal Layout Plan (Railway Lands);
- Parameter Plan 026 Rev 1 Indicative Zonal Layout Plan (Clitterhouse Playing Fields);
- Parameter Plan 027 Rev 2 Indicative Zonal Layout Plan (Brent Cross East);
- Parameter Plan 028 Rev 1 Indicative Zonal Layout Plan (Brent Cross West); and

- Parameter Plan 029 Rev 1 Indicative Phasing Parameter Plan;

“**PDP**” means the Primary Development Package;

“**Pedestrian and Cycle Strategy**” means the phase-by-phase strategy submitted and approved in accordance with **Condition 2.8** of the Permission and setting out the quantum, programme and details of pedestrian and cycle links to be provided within the relevant Phase of the Development in a way which is in accordance with the Area Wide Walking and Cycling Study and the Phase Transport Report;

“**Permission**” means planning permission Ref No: C17559/08 to carry out the Development containing conditions in the form of the draft set out in **Schedule 25**;

“**PERS Study**” means a study using the Transport Research Laboratory Pedestrian Environment Review System to assess the level of service and quality provided for pedestrians across a range of pedestrian environments reasonably related to the Development within the Site and making connections to surrounding networks having regard to (i) the principles and parameters set out in the Matrix and Transport Report Schedule for the Area Wide Walking and Cycling Study (ii) the guidance “Improving Walkability: Good practice guidance on improving pedestrian conditions as part of development opportunities” (September 2005) and the requirements of TfL Streetscape Guidance in relation to the Transport for London Road Network and/or any subsequent revisions or updates to such guidelines adopted by TfL and (iii) in accordance with the scope of the proposal prepared by the Transport Research Laboratory and annexed to this Deed as **Schedule 22**];

“**Phase**” means a phase as shown on the Phasing Parameter Plan and reference to a Phase followed by a number shall mean the Phase as so numbered on the Phasing Parameter Plan and shall where the context requires include a Sub-Phase of that Phase approved in accordance with **Condition 4.2** and (as an aid to interpreting the Permission and not further or otherwise) Plan 7 in **Schedule 8** to this Agreement shows for indicative purposes only the Phases as identified at the date when the Permission was originally issued on the Indicative Phasing Parameter Plan in the context of the Zones as currently identified on Parameter Plan 001;

"Phase 1" shall have the precisely same meaning as the Primary Development Package and PDP (and for the avoidance of doubt any reference to "Phase 1" in this Agreement shall include the whole of Phase 1 including Phases 1A, 1B and 1C unless stated otherwise);

"Phase 1A" means the following Critical Infrastructure comprised in Phase 1 in accordance with the Primary Development Delivery Programme and all relevant Necessary Consents and the relevant Phase 1 Details (subject to any amendments approved in accordance with **Condition 4.2**):

- (i) Site Engineering and Preparation Works insofar as these are comprised in Phase 1;
- (ii) A406 Brent Cross Ingress/Egress Junction Improvements;
- (iii) A41/A406 Junction Improvements;
- (iv) A407 Cricklewood Lane/Claremont Road Junction Improvements;
- (v) A5/Diverted Geron Way (Waste Handling Facility) Junction;
- (vi) A5/A407 Cricklewood Lane Junction Improvements;
- (vii) Claremont Avenue;
- (viii) Claremont Road Junction North;
- (ix) Claremont Park Road (Part 1);
- (x) Templehof Avenue and Templehof Link Road;
- (xi) Tilling Road West Re-alignment and Diversion (Part 1);
- (xii) Claremont Avenue Junction with Tilling Road;
- (xiii) Brent Cross Pedestrian Underpass Works;
- (xiv) Prince Charles Drive Diversion;
- (xv) Bus Station Temporary Enhancement Works;
- (xvi) Clarefield Park Temporary Replacement Open Space;
- (xvii) Clitterhouse Playing Fields Improvements Part 1;
- (xviii) Eastern River Brent Alteration & Diversion Works;
- (xix) Bridge Structure B1 (Replacement A406 Templehof Bridge);

(xx) River Brent Bridges (as relevant to the Eastern River Brent Alteration and Diversion Works);

"Phase 1B" means the Plot Development and the Critical Infrastructure as listed below all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme and all relevant Necessary Consents and the relevant Phase 1 Details (subject to any amendments approved in accordance with **Condition 4.2**):

- (i) Plot Development in relation to Plots 18, 25, 28, 46, 59 (subject to compliance with **conditions 35.3, 35.4 and 36.6** of the Permission) and 63;
- (ii) Brent Cross Main Square;
- (iii) River Brent Nature Park;
- (iv) Eastern Brent Riverside Park;
- (v) School Green Corridor;
- (vi) Claremont Park Improvements;
- (vii) Market Square;
- (viii) Brent Terrace Green Corridor;
- (ix) Whitefield Estate Replacement Units;

"Phase 1C" means all Plot Development and other Critical Infrastructure and works forming part of the Development within Phase 1 (but not including anything within Phases 1A or 1B) the Critical Infrastructure element of which shall be delivered in accordance with the Primary Development Delivery Programme and all relevant Necessary Consents and the relevant Phase 1 Details (subject to any amendments approved in accordance with **Condition 4.2**);

"Phase 1 Details" means a detailed specification (including the Reserved Matters Approvals) programme of works and working method statement in respect of the Critical Infrastructure included within Phase 1 and approved (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 13.1** of the Permission and (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of the Permission and in either case in accordance with the relevant parameters and principles set out in the DSF and the Primary Development Delivery Programme or any variations to such

documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phase 2 Details" means a detailed specification (including the Reserved Matters Approvals) programme of works and working method statement in respect of the Critical Infrastructure included within Phase 2 and approved (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 14.1** of the Permission and (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of the Permission and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phase 3 Details" means a detailed specification (including the Reserved Matters Approvals) programme of works and working method statement in respect of the Critical Infrastructure included within Phase 3 and approved (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 15.1** of the Permission and (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of the Permission and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phase 4 Details" means a detailed specification (including the Reserved Matters Approvals) programme of works and working method statement in respect of the Critical Infrastructure included within Phase 4 and approved (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 16.1** of the Permission and (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of the Permission and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phase 5 Details" means a detailed specification (including the Reserved Matters Approvals) programme of works and working method statement in respect of the Critical Infrastructure included within Phase 5 and approved (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition**

17.1 of the Permission and (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of the Permission and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phase 6 Details" means a detailed specification (including the Reserved Matters Approvals) programme of works and working method statement in respect of the Critical Infrastructure included within Phase 6 and approved (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 18.1** of the Permission and (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with **Condition 1.7** of the Permission and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phase 7 Details" means a detailed specification (including the Reserved Matters Approvals) programme of works and working method statement in respect of the Critical Infrastructure included within Phase 7 and approved (a) in the case of Critical Infrastructure (Pre-Phase) in accordance with **Condition 19.1** of the Permission and (b) in the case of Critical Infrastructure (Non-Pre-Phase) in accordance with Condition 1.7 of the Permission and in either case in accordance with the relevant parameters and principles set out in the DSF and the Detailed Delivery (Non-PDP) Programme or any variations to such documents or details or substitute documents or details approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phase Car Parking Strategy" means the Phase Car Parking Strategy for the relevant Phase or Phases as approved in accordance with **Condition 11.2** of the Permission as part of the Phase Transport Report;

"Phase Details" means one (or more if relevant) of the Phase 1 Details to Phase 7 Details inclusive (or such other equivalent Phase details if there are more than seven Phases) (as applicable) or any variations to such documents or details or substitute documents or details duly approved by the LPA (whether under the Conditions of the Permission or otherwise) or on appeal;

"Phased Payment" means a payment to the LPA in respect of the Consolidated Transport Fund in accordance with **paragraph 1 of Schedule 3** in such amount as is specified for the relevant Phase as specified in the CTF Schedule in relation to such Phase;

"Phase Parking Standards" means the relevant parking standards to be approved under **Condition 11.2** of the Permission and having due regard to the Phase Transport Report approved in accordance with **Condition 37** of the Permission and in accordance with the parameters and principles set out in paragraph 2.40 to 2.43 and Table 4 of the DSF) as varied or modified from time to time for any particular Phase or for all Phases in order to achieve the relevant Network Performance Outcome in applying the relevant approved Matrix and/or Transport Report in accordance with **Condition 37** of the Permission;

"Phase Transport Report" means the Transport Report relating to the whole of a Phase or Sub-Phase to be submitted and approved in accordance with **Condition 37** of the Permission prior to the commencement of the Development in any Phase or Sub-Phase, such Phase Transport Report to be prepared in accordance with the Matrix and Transport Report Schedule and comply with the relevant Transport Report Scope and Specification Approval;

"Phasing Parameter Plan" means Parameter Plan 029 or such amended or revised Phasing Parameter Plan as shall have been approved from time to time in accordance with **Condition 4.2** of the Permission;

"Planning Agreement" means an Agreement made under section 106 or 106A of the 1990 Act (including this Agreement made as the basis of the grant of the Permission and any deed of modification thereto in accordance with **clause 13** of this Agreement) and any such agreement completed in relation to any Reserved Matters Approval or any Other Matters Approval under the Permission or in relation to any Additional Planning Permission or Alternative Energy Permission;

"Planning Application" means the planning application to carry out the Development submitted to the LPA on 25 March 2008 and given reference number C/17559/08;

"Planning Obligation" shall mean any planning obligation contained in any Planning Agreement;

"Planning Performance Agreement" means the planning performance agreement to be completed by the parties (acting reasonably) prior to the submission of the first Other Matters Application and/or Reserved Matters Application in accordance with the provisions contained in **paragraph 22 of Schedule 2** to this Agreement;

"Plot" means a building plot(s) as shown on the Indicative Phasing Parameter Plan and reference to a Plot followed by a number shall mean the Plot as so numbered on Parameter Plan 029 or its nearest equivalent on the Phasing Parameter Plan;

"Plot Development" means such development as may be included in or related to any application for Reserved Matters Application or included in any Other Matters Application made by the Developer in accordance with the Permission in relation to any specific Plot or Plots after **Conditions 1.2** and/or **1.3** of the Permission shall have been complied with;

"Practical Completion" means (as the case may require) (a) in respect of any buildings (save and except those to which the Occupation Finish Standard applies) the issue of a certificate of practical completion by the architect or engineer for the relevant Plot Development certifying that the respective building(s) have been built to the shell and core stage whereby the building(s) are suitable for fitting out and (b) (where specified in relation to any Critical Infrastructure as referred to in the definition of "Occupation Finish Standard" contained earlier in this Schedule (and for the avoidance of doubt excluding any buildings comprised within the Critical Infrastructure to which (a) above shall apply) completed to Occupation Finish Standard in accordance with the relevant Necessary Consents and (c) (in relation to any Critical Infrastructure including the creation construction improvement or alteration of any new or existing highways, junctions, cycleways, pedestrian routes railways or rail-related structures or apparatus, Bridge Structures or any Principal Public Realm or any other Critical Infrastructure not involving the construction of a Building and/or if and insofar as the Occupation Finish Standard does not apply) shall mean practical completion in accordance with the terms of the relevant Necessary Consents and the terms **"Practically Complete"** and **"Practically Completed"** shall be construed accordingly;

"Preferred Affordable Housing Provider(s)" means the Affordable Housing Provider or Affordable Housing Providers selected by the Brent Cross Partners or CRL (as the case may be) in consultation with the LPA and on the list approved

by the LPA in accordance with **paragraph 2.10** or **3.11** (as the case may be) of **Schedule 2A** who are to be invited to tender or bid for the Affordable Housing in the Northern Development or Southern Development (as the case may be) of a given Phase or Sub-Phase (or alternatively the individual Affordable Housing Provider approved by the LPA under **paragraph 2.10.1** or **3.11.1** of that Schedule);

"Preferred Site" means the site of the existing Hendon Waste Transfer Station site shown on Parameter Plan 016 being the preferred location for the Construction Consolidation Centre within the Southern Development (with such additional land as may be found to be necessary and Feasible in the CCC Feasibility Study);

"Preparatory Works" means any minor operations or items of work of or connected with or ancillary to archaeological and/or contamination investigations, site surveys, and construction set up to be carried out pursuant to the Permission provided that such works are unlikely to have any significant adverse environmental effects beyond those assessed by the EIA Process carried out in relation to the Application;

"Primary Development Delivery Programme" means a detailed delivery programme relating to Critical Infrastructure in the whole or any part of the Primary Development Package to be approved under **Condition 5.1** of the Permission and any subsequent variations approved in accordance with the relevant Condition of the Permission;

"Primary Development Package" means those elements of the Development identified in Parameter Plan 019 Rev 4 and described in Section 6 (and **paragraphs 6.26 to 6.31** in particular) of the DSF and those Plots identified as Phase 1 within the Phasing Parameter Plan;

"Prince Charles Drive Diversion" means (as described on page 5 of Appendix 7 to the DSF) the diversion of Prince Charles Drive towards the south of Brent Cross East Zone, as shown on Parameter Plan 002 and marked indicatively on Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G and in accordance with the Phase 1 Details insofar as they relate to this diversion;

"Principal Developer" means any person (whether or not it is or is intended to be an owner or Occupier of the Phase, Sub-Phase, Plot Development or Building in question) which carries out any part of the Development in relation to any

Phase, Sub-Phase, Plot or Building) either (1) as a successor in title to the Brent Cross Partners and/or CRL or (2) following it being bound to the terms of this Agreement in accordance with **Condition 6** of the Permission and **clause 6** of this Agreement;

"Principal Open Spaces" means the Public Realm and open spaces identified on Parameter Plan 003 and described in Section 2 of the DSF;

"Public Realm" means the extent of public realm for which the public will have access in accordance with the Estate Management Framework (and the terms of any Planning Agreement or any other statutory agreement or Necessary Consents relating thereto) and which shall be identified on a Phase or Sub-Phase basis at the Reserved Matters Application and/or Other Matters Application stage and including those which it may be the responsibility of any Estate Management Body to manage and maintain under the Estate Management Framework;

"Rail Enabling Works" means the various enabling works on the railway lines and associated Network Rail's operational land which lies on or towards the western side of the Site and which works are necessary to enable the delivery of the New MML Train Stabling Facility, Waste Handling Facility, the Rail Freight Facility, the Bridge Structure B2 (A5 Link Bridge), the Bridge Structure B3 (Geron Way Pedestrian Bridge) and the Transport Interchange T1 (New Train Station and Transport Interchange) in accordance with the Indicative Construction Programme the Primary Development Delivery Programme, the Detailed Delivery (Non-PDP) Programme and the relevant Phase Details;

"Rail Freight Facility" means the inter-modal freight facility to be built within Railway Lands Zone in accordance with Paragraph 5.78 and Appendix 15 of the DSF and Parameter Plan 018 Rev 2;

"Railway Lands Nature Park" means the new nature park of 0.42 ha to be provided in accordance with paragraph 5.63 and Table 5 of the DSF in the general vicinity of the location marked "NP2" on Parameter Plan 003 and the principles and parameters set out within Sections B3.2 with an illustrative space typology shown in Section B3.3.3 of the Design Guidelines;

"Railway Lands Zone" means the Zone identified and marked as the Railway Lands Zone on Parameter Plan 001 and the indicative layout of which zone is shown on Parameter Plan 025;

"RDF" means Refuse Derived Fuel;

"RDF Feasibility Study" means the feasibility study to be carried out and submitted for approval in accordance with **Condition 35.3** of the Permission;

"Reconciliation Mechanism" means the arrangements for implementation as described in Section 6 of the Development Specification and Framework and applied under the Permission in accordance with **Condition 2.1** of the Permission;

"Refuse Derived Fuel" means fuel derived from waste which is produced at the Waste Handling Facility in accordance with the parameters and principles set out in the DSF at paragraphs 2.54(a) to 2.65 and in Appendix 15 to the DSF and to be produced and provided to the CHP/CCHP in accordance with the Permission and all Necessary Consents and the Phase 1 Details;

"Registered Social Landlord" means a Registered Social Landlord being a social landlord within the meaning of the Housing Act 1996 and registered with the HCA pursuant to section 1;

"Regulation 19 Request" means the request made on the 17th March 2009 by the LPA under regulation 19 of the Town and Country Planning (Environmental Impact Assessment) (England) Regulations 1999 as part of the EIA Process;

"Regulator" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority) established under the Housing and Regeneration Act 2008 and whose powers and responsibilities are set out in Part II Chapter 2 of such Act or such other body for the time being having or being entitled to exercise such powers and responsibilities;

"Remediation Validation Report" means the report required under the terms of **Condition 31.6** of the Permission which confirms the adequacy of the remediation works after they have been carried out and confirming that the land is fit for its proposed purpose in accordance with the parameters and principles set out in the Global Remediation Strategy;

"Remediation Works" means any works, or carrying out of any operations or the taking of any steps in accordance with the parameters and principles set out in the Global Remediation Strategy for the purpose of treating, preventing minimising or remedying or mitigating the effects of any harm to the environment caused by the contamination of land or ground water or any

pollution of controlled waters so as to render the land in question suitable for its intended end use and includes any installation of any works to prevent the movement of contaminants and the placing of clean soil or fill (which Remediation Works shall be submitted and approved in accordance with **Condition 31** of the Permission);

"Remediation Zone or Sub-Zone" means a zone or sub-zone defined and approved for the purposes of managing remediation and carrying out the Remediation Works and reporting in accordance with **Condition 31.1** of the Permission and in accordance with the arrangements described in paragraph 1.2 of the Global Remediation Strategy;

"Replacement Leisure Centre" means leisure centre of 2,880 m² gross external floorspace to replace the existing Hendon Leisure Centre and to be provided in the Eastern Lands Zone approximately as shown on Plot 80 of the Phasing Parameter Plan and in Table 8a of Appendix 2 of the DSF and in accordance with the parameters and principles contained in paragraphs 2.38, 2.39, 5.45 and 5.46 of the DSF and located in the Eastern Lands Zone;

"Replacement Primary School" means the new 3 form entry primary school of up to 4,864 m² gross external floorspace and capable of providing a total of up to 630 places at any one time for pupils plus up to 39 nursery places (or 78 children attending part-time) to be located on Plot 46 in the Brent Terrace Zone and to replace the existing Claremont Primary School and to be provided as an Exemplar Building in accordance with paragraphs 2.33, 2.34a and 2.54 and Table 8 of the DSF;

"Replacement Secondary School" means the replacement secondary school of up to 15,232 m² gross external floorspace and capable of providing a total of up to 1,200 places at any one time for pupils (on the basis set out in **paragraph 5.1.2** of **Schedule 2** in this Agreement) located approximately on Plot 27 as shown on the Phasing Parameter Plan in the Eastern Lands Zone and which is to replace the existing Whitefields School and to be provided in accordance with paragraphs 2.33, 2.34 and 2.34b of the DSF;

"Replacement Special Needs School" means replacement special needs school of up to 4,394 m² gross external floorspace (on the basis set out in **paragraph 5.1.3** of **Schedule 2** in this Agreement) to be provided in the Eastern Lands Zone approximately as shown on Plot 65 on Parameter Plan 029 in accordance with paragraphs 2.33, 2.34 and 2.34c of the DSF and in the general

vicinity of the location marked "E1" on the Phasing Parameter Plan and which will be capable of providing up to 112 places at any one time for 11 to 18 years olds (on the basis set out in **paragraph 5.1.3 of Schedule 2** in this Agreement) in order to replace the existing Mapledown Special Needs School;

"Replacement Whitefield Estate Units" means the Whitefield Estate Replacement Units (as defined below);

"Reserved Matters Application" means any application comprising details to be submitted in accordance with the GDPO in relation to all or one of layout, scale, external appearance of buildings or bridge structures, means of access or hard and soft landscaping to be carried out as part of the Development;

"Reserved Matters Approval" means the LPA's or Secretary of State's formal written approval in accordance with the GDPO of details approved pursuant to a Reserved Matters Application;

"Reserved Matters Transport Report" means a Transport Report relating to any Reserved Matters Applications in relation to the whole or part of a Phase Sub-Phase or Plot to be submitted and approved in accordance with **Condition 37** of the Permission in accordance with the arrangements and methodology described in the Matrix and Transport Reports Schedule and which provides the information required by the relevant approved Transport Report Scope and Specification Approval;

"Residential Relocation Strategy" means a scheme setting out the strategy, arrangement and programme for the satisfactory relocation of the residents in the Whitefield Estate and sheltered housing residents in the Rosa Freedman Centre to the Replacement Whitefield Estate Units (in accordance with the parameters and principles contained in paragraphs 2.91 to 2.93 in the DSF and the parameters and principles contained in **Schedule 24** to this Agreement) and providing that residents in the accommodation contained in the Rosa Freedman Centre other than the sheltered units will be moved by the Council (or by persons other than the Developers) to other locations such strategy to be submitted to and approved pursuant to **Condition 1.10** and **paragraph 1 of Schedule 2** to this Agreement;

"Residential Unit" means single residential dwelling (including any Affordable Housing Unit or Market Housing Unit) to be constructed pursuant to the Permission for use as a dwelling (including a house flat or maisonette) within

Class C3 of the Town and Country Planning (Use Classes) Order 1987 (or any equivalent replacement provision);

"Revised Energy Strategy" means the site-wide strategy to be approved under **Condition 35.6** of the Permission setting out the Developers' approach to and to demonstrate how a minimum reduction in carbon emissions below the standard set out in Building Regulations Part L 2006 of 44% and 20% for residential and commercial buildings respectively (and to demonstrate how such reductions will be achieved), in the event that the scheme-wide Energy from Waste CHP (including Refuse Derived Fuel) in accordance with the Energy Strategy is demonstrated to be Unfeasible in the RDF Feasibility Study. The Revised Energy Strategy shall consider those potential alternative methods which are set out in paragraph 2.54i of the DSF and shall be prepared in consultation with the LPA, GLA and the Energy Panel;

"Revised Environmental Statement" has the same meaning as the Environmental Statement;

"River Brent Alteration and Diversion Works" means the alteration and diversion works to the River Brent (including the River Brent Bridges) to be carried out in accordance with paragraphs 3.24 to 3.26 of the DSF within the Brent Cross East and Brent Cross West Zones in the general vicinity of such part of the area shaded in dark blue on Parameter Plan 011 (in respect of which the indicative layout showing how such works could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plans 027 and 028) and the relevant Phase 1 Phase 2 and Phase 3 Details under **conditions 13.1, 14.1 and 15.1** of the Permission;

"River Brent Bridges" means up to 7 pedestrian and cyclist only bridges to be approved under **Conditions 13.1, 14.1 and 15.1** of the Permission as part of the relevant Phase Details and to be provided (as part of the River Brent Alteration and Diversion Works and the River Brent Riverside Park) over the River Brent within Brent Cross East and West Development Zones which accord with the parameters and principles set out in Paragraphs 4.23, 4.24, 4.25, 4.26 of the DSF and as set out within the following plans:

- (SK)A042;
- (SK)A043;
- (SK)A044; and

- (SK)A045;

"River Brent Nature Park" means the new nature park of 0.2 ha to be provided in the Brent Cross East and Brent Cross West Zones alongside the River Brent in accordance with paragraphs 3.25, 5.7, 5.9 and 5.26 and Table 5 of the DSF in the approximate location marked "NP4" on Parameter Plan 003 (in respect of which the indicative layout showing how such park could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 027 and 028) and is in accordance with the design principles contained in the Design and Access Statement (including Section B3.2, and the illustrative space typology shown in Section B3.3.3, of the Design Guidelines);

"RSL" means a Registered Social Landlord;

"Schedule of Mitigation Measures" means the mitigation measures as set out within Table 22.1 of the Revised Environmental Statement a copy of which is appended hereto as **Schedule 23** to this Agreement or any variation to such measures submitted to and approved by the LPA under **Condition 3.2** of the Permission and/or in (or in accordance with) any Additional Planning Permission and/or Alternative Planning Permission or any Section 73 Permission and for the avoidance of doubt variations approved in accordance with **Conditions 3.2** shall not require a Deed or Variation to this Agreement to amend Table 22.1 in **Schedule 23** (save and except insofar as a Deed of Modification may be required by the LPA in accordance with **Clause 15 of this Agreement**);

"School Green Corridor" means new green corridor with a width of 3 m to be provided in accordance with paragraph 5.58 of the DSF in the Brent Terrace Zone in the general vicinity of the north western boundary of the existing Claremont Primary School site and approximate location marked "GC6" on Parameter Plan 003 in respect of which the indicative layout showing how such green corridor could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 23;

"School Square" means new School Square of 0.26 ha to be provided in accordance with paragraph 5.44 and Table 5 of the DSF in the Eastern Lands Zone in the approximate location marked "S5" on Parameter Plan 003 in respect of which the indicative layout showing how such square could be carried out in accordance with the parameters and principles approved under the Permission is

shown on Indicative Zonal Layout Parameter Plan 21 and Sections B3.2 with an illustrative space typology shown in Section B3.3.4 of the Design Guidelines;

"School Travel Plan" means the travel plan to be prepared to manage the operational travel requirements of each of the educational establishments within the scheme which is in accordance with the provisions of the Framework Travel Plan (as updated from time to time in accordance with **Condition 2.6** of the Permission) approved in accordance with the Permission;

"Secretary of State" means the Secretary of State for Communities and Local Government or his statutory successor with responsibility for planning and related matters arising under the Permission and includes the Planning Inspectorate in the case of an appeal;

"Section 73 Application" means an application for planning permission under section 73 of the 1990 Act to enable the Development to be carried out (in whole or in part) in accordance with conditions which shall have been modified and/or discharged in accordance with that section of the 1990 Act and **clause 15**;

"Section 73 Permission" a planning permission granted pursuant to a Section 73 Application in relation to the whole or any part of the Development in accordance with Sections 73 and/or 73A and/or 78 to 79 of the 1990 Act ;

"Servicing and Delivery Strategy" means the Servicing and Delivery Strategy which sets out on a Phase or Sub-Phase basis how the parameters and principles in the agreed Framework Servicing and Delivery Strategy will be delivered for the particular Phase or Sub-Phase and how the Phase or Sub-Phase Servicing and Delivery Strategy will operate in conjunction with adjoining Phases or Sub-Phases in accordance with **Condition 1.22** of the Permission;

"Shared Equity" means Intermediate Housing provided on a part equity/sale basis whereby an initial share in the property may be sold to a purchaser at up to 65% of Open Market Value and the unsold equity is held by an Affordable Housing Provider or the LPA (but for the avoidance of doubt there shall be no direct or indirect requirement or obligation that equity must be held by or transferred to the LPA (as opposed to being held by an Affordable Housing Provider) and upon sale of any such equity the proceeds are re-applied to Affordable Housing within the London Borough of Barnet in consultation with the LPA;

"Shopmobility Works" means improvement, enhancement and extension to the existing shopmobility facilities or the provision of a new facility at Brent Cross Shopping Centre in accordance with paragraph 5.15 of the DSF and the Inclusive Access Strategy;

"Site" means the application site as identified and defined in the Planning Application and shown edged red on the "Application Site Boundary" plan and attached in **Schedule 8**;

"Site Engineering and Preparation Works" means those Remediation Works, site levelling and preparation and Critical Infrastructure works required prior to the construction of any Bridge Structure or any Building on any Plot or Plots within any Phase or Sub-Phase;

"Site Specific Remediation Strategy" (SSRS) means the Site Specific Remediation Strategy in accordance the parameters and principles set out in the Global Remediation Strategy to be submitted and approved in accordance with **Condition 31.2** of this Permission with such variations or modifications which may be approved from time to time in accordance with **Condition 31.3** of the Permission;

"Site Waste Management Plans" (SWMP) means a plan which individual principal contractors and developers will be required to prepare and implement in accordance with the Demolition and Site Wide Waste Management Strategy, the Code of Construction Practice and the requirements of the Environment Agency and which is to be approved in accordance with **Condition 28.2** of the Permission;

"Skills Development Method Statement" means a statement (as part of an Employment and Skills Action Plan) to be submitted and approved in accordance with **Condition 10.1** of the Permission containing measures designed to maximise local job opportunities created as a result of the Development including demolition and construction work and measures designed to provide appropriate training employment advice and/or other programmes and/or initiatives for residents within the local area to enable them to obtain the requisite knowledge skill experience confidence and opportunity to be employed in jobs created as a result of the Development;

"Social Rented Housing" means housing provided by an Affordable Housing Provider at rents no higher than the Target Rents set in accordance with Government requirements;

"Social Rented Units" means housing units provided by an Affordable Housing Provider at rents no higher than the Target Rents set in accordance with Government requirements;

"Southern Affordable Housing" means Affordable Housing in the Southern Development;

"Southern Affordable Housing Units" means Affordable Housing Units in the Southern Development;

"Southern Development" means those parts of the Development comprising the majority of the Development located south of the A406 and associated works for roads, other ways bridges and Critical Infrastructure and other associated works and operational development forming part of the Development (whether located south of the A406 or otherwise) as follows:

- (a) within the areas south of the A406 shaded yellow on the attached "Northern / Southern Development" plan in **Schedule 8**;
- (b) within the areas shown for identification purposes shaded pink on that plan (representing those items of Critical Infrastructure (Pre-Phase) for which joint and several obligations of the Developers apply subject to the terms and conditions as set out in this Agreement);

"Southern Intermediate Housing" means Intermediate Housing in the Southern Development;

"Southern Market Housing" means Market Housing in the Southern Development;

"Southern Market Housing Units" means Market Housing Units in the Southern Development;

"Southern Primary Development" means the part of the Primary Development Package located in the Southern Development;

"Southern Principal Open Spaces" means such Principal Open Spaces as are to be delivered by CRL as Critical Infrastructure as part of the Southern Development in accordance with **Paragraph 10 of Schedule 2**;

"Southern Residential Unit" means Residential Unit in the Southern Development;

"Southern Social Rented Units" means Social Rented Units in the Southern Development;

"Spine Road North" means the new road within the Station Quarter/Brent Terrace Zone shown on Parameter Plan 002, and in accordance with paragraphs 4.49, 5.58 and 5.61 of the DSF and Section B2.2, with an illustrative route typology shown in Section B2.3.2, of the Design Guidelines and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G;

"Spine Road South" means the new road within the Brent Terrace Zone shown on Parameter Plan 002, and in accordance with 5.58 and 5.61 of the DSF and Section B2.3, with an illustrative route typology shown in Section B2.2.2, of the Design Guidelines and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev.G;

"Station Quarter Zone" means the Zone identified and marked the Station Quarter Zone on Parameter Plan 001 and the indicative layout of which Zone is shown on the Indicative Zonal Layout Parameter Plan 022;

"Station Square" means new Square of 0.87 ha to be provided in accordance with paragraphs 3.32, 5.54 and Table 5 of the DSF in the Station Quarter Zone in the approximate location marked "M1" on Parameter Plan 003 and the indicative layout showing how such square could be designed in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 22 and section B3.2 and B3.3.4 of the Design Guidelines;

"Step-Free Access Feasibility Study" means a study (to be prepared by or on behalf of TfL in the case of Brent Cross Underground Station and Network Rail in

respect of Cricklewood Station and to be approved by the LPA and TfL acting in accordance with the TSG Terms of Reference) to determine the viability (including but not restricted to the cost deliverability cost breakdown and associated risks) of providing the Transport Interchange T3 (Brent Cross Underground Station) Step-Free Access Works and the Transport Interchange T4 (Cricklewood Station Interchange) Step-Free Access Works in accordance with the general outline scope and brief contained in **Schedule 14** and a detailed scope and brief to be approved by the LPA and TfL acting through the Transport Strategy Group;

"STN Application" means any application for approval of any or all of the matters identified in **paragraph 2.1.3 of Schedule 3**;

"Strategic Access Points" means those junctions for which full planning permission has been granted as part of the Permission as described in Section 3 of the DSF;

"Strategic Transport Network" means any or all of the following:

- (a) the Transport for London Road Network within or adjoining the Site (A406/A41);
- (b) the London Underground Northern Line;
- (c) Transport Interchange T3 (Brent Cross Underground Station);
- (d) Transport Interchange T2 (Replacement Brent Cross Bus Station);
- (e) the existing Brent Cross Bus Station;
- (f) the Transport Interchange T1 (New Train Station and Transport Interchange);
- (g) other relevant (i) parts of the Transport for London Road Network, (ii) bus, railway and underground stations and (iii) railway and underground lines, as are designated from time to time after the date of the Permission as being within the strategic control of TfL in any Acts of Parliament, other legislation, statutory orders, statutory regulations, statutory instruments or other sub-ordinate legislation;

"Sturgess Park" means existing open space known as Sturgess Park and marked "NH4" on Parameter Plan 003;

"Sturgess Park Improvements" means improvement works to Sturgess Park (which works are to be within an area of 0.7 ha) in accordance with paragraphs 5.7 and 5.17 and Table 5 of the DSF and the parameters and principles set out within Section B3.2 and B3.3.2 of the Design Guidelines to include:

- (a) Play areas;
- (b) Seating areas;
- (c) Gardens;
- (d) Informal sports provision;
- (e) Nature areas;

"Sub-Market Rented Units" means homes for rent let at rents above Target Rents set in accordance with the Government requirements but substantially below the average open market rent for units of the relevant size within the borough of Barnet;

"Sub-Phase" such part of a Phase as shall have been approved pursuant to **Condition 4.2** of the Permission and for the avoidance of doubt Phase 1A, Phase 1B and Phase 1C are not approved Sub-Phases for the purposes of this definition;

"Supplementary Transport Measures" means such additional transport mitigation works which are not expressly specified and/or identified in the Transport Assessment or the Environmental Statement but which are identified and/or specified as being necessary as a result of the Development and fairly and reasonably related to the Development within the meaning of Circular 05/2005: entitled "Planning obligations") in the further reports assessments studies analysis or design work to be carried out after the date of the Permission in accordance with **paragraphs 3.1, 3.2.3(b), 6, 7 and 12 of Schedule 3** and the Matrix and Transport Reports Schedule and which are reasonably required in order to mitigate the likely significant impacts of the Development (or any Phase or Sub-Phase of the Development) and/or demonstrably improve links and accessibility to and from the Development;

"Sustainable Urban Drainage Scheme" means the sustainable drainage scheme in accordance with the relevant principles as set out and explained in Planning Policy Statement 25 in relation to Development and Flood Risk and the

PPS25 Practice Guidance (June 2008) and/or any update thereof from time to time and the parameters and principles in paragraph 2.75 of the DSF to be approved in accordance with **Condition 1.27** of the Permission;

"TAG Constitution" means the constitution and terms of reference for the Transport Advisory Group contained in **Schedule 12** including any subsequent variations to such document as are agreed in writing between the Developers the LPA and TfL and in the event if dispute determined by the expert pursuant to **Clause 16**;

"Target Rents" means rents calculated in accordance with the formula set out in the document entitled the "Guide to Social Rent Reforms in the Local Authority Sector" published by the Department of the Environment, Transport and the Regions in March 2001 or such amended formula published by the Government from time to time and in accordance with any documents published by the Regulator giving effect to such formula or amended formula;

"Templehof Avenue" means the route connecting Market Quarter and Brent Cross East Zones across Bridge Structure B1 (A406 Templehof Bridge) in accordance with paragraphs 4.5, 4.6 Appendix 2 and Appendix 7 of the DSF, Sections B2.2 , with an illustrative typology shown in Section 2.3.1 of the Design Guidelines and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev;

"Templehof Link Road" means the route connecting Claremont Avenue and Templehof Avenue within the Market Quarter Zone in accordance with paragraphs 4.5, 4.6, Appendix 2 and Appendix 7 of the DSF, Sections B2.2 with an illustrative typology shown in Section 2.3.1 of the Design Guidelines and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev;

"Temporary Health Centre" means temporary primary health care facility of 300 m2 gross external floorspace to be provided in accordance with paragraph 2.31 of the DSF in the Market Quarter Zone;

"Temporary Landscaping" means landscaping or other Temporary Works as may be appropriate or reasonable to be provided during the construction phases for the amenity of local residents (where there is likely to be a period of at least 12 months between the Practical Completion of the relevant Site Engineering and Preparation Works and commencement of the relevant Plot Development) the details of such Temporary Landscaping to be approved pursuant to Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1 and 19.1 of the Permission in respect of each Phase or Sub-Phase;

"Temporary Open Space" means non-permanent space provision made during the construction phases for the amenity of local residents pursuant to **Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1 and 19.1** of the Permission, including Clarefield Park Temporary Replacement Open Space;

"Temporary Works" means minor temporary landscaping, and the erection of fences and hoardings, required to facilitate and/or mitigate the Development the details of which are to be approved pursuant to **Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1 and 19.1** of the Permission and Provided that it is demonstrated that such minor temporary works are unlikely to have significant environmental impacts;

"Tenant Services Authority" means the independent regulatory body responsible for regulating the conduct of Affordable Housing Providers and the delivery and management of Affordable Housing in England created under the Housing and Regeneration Act 2008 (or such relevant successor body as may assume the role of the Tenant Services Authority as the body responsible for the above regulatory duties);

"Third Party AH Funding" means any form of funding (other than Affordable Housing Grant or the LPA making available funds received as Affordable Housing Commuted Sums pursuant to **paragraphs 1.9 to 1.11 and 4.3 of Schedule 2A**) which is provided by a third party organisation to the Developers or the LPA with the purpose of facilitating the increase of Affordable Housing levels within the Development;

"Tilling Road East Improvements" means the improvements to the existing Tilling Road east of the new A406 Bridge as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev G;

“Tilling Road West Realignment and Improvement Works (Part 1)”

means the alterations to the existing Tilling Road west of the new A406 bridge as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev;

“Tilling Road West Realignment and Improvement Works (Part 2)”

means the alterations to the existing Tilling Road west of the new A406 bridge as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev;

“Tower Square” means the new Tower Square of 0.51 ha to be provided in accordance with paragraph 5.54 and Table 5 of the DSF in the Station Quarter Zone in the approximate location marked “S6” on Parameter Plan 003 (in respect of which the indicative layout for illustrative purposes only showing how such square could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 022) and the Design and Access Statement (including Section B3.2 and the illustrative space typology shown in Section B3.3.4, of the Design Guidelines);

“Traffic Management Officer (TMO)” means the individual who will be appointed by the Developers whose primary role will be to oversee traffic management operations for the infrastructure and development works and to ensure that the impacts arising from construction traffic are mitigated in accordance with the Framework Travel Plan and Construction Management Plan;

“Train Station Bridge” means the pedestrian bridge forming part of Transport Interchange T1 (New Train Station and Transport Interchange) to be approved as part of that new station and interchange under **Condition 17.1** of the Permission and which will provide access to the new station platforms in accordance with the parameters and principles set out in paragraphs 4.21 and 4.22 of the DSF and the following plans:

- Parameter Plan 002 Rev 13;
- Parameter Plan 013 Rev 11;

"Transport Advisory Group" means the Transport Advisory Group to be established and operated in accordance with **paragraph 9 of Schedule 3**;

"Transport Assessment" means the documents listed as BXCO5 in Table A in paragraph 1.14 of the Development Specification and Framework (March 2009) and comprising Volumes I to IV of the Transport Assessment (September 2008) as amended and supplemented by the Transport Assessment Supplementary Report (TASR1) (September 2008) & Transport Assessment Supplementary Report II (TASR2) (March 2009) and list of errata Rev 4;

"Transport Contingency Fund" means the Transport Contingency Fund as referred to in **paragraph 1.3.10 of Schedule 3** to be established funded and operated in accordance with **paragraph 1 of Schedule 3**;

"Transport Interchange T1 (New Train Station and Transport Interchange)" (including the Train Station Bridge and the new Station Square of 0.87 ha) to be provided in the Station Quarter Zone in accordance with paragraphs 3.32, 4.21, 5.49, 5.54 and 5.57 and Table 5 of the DSF and in accordance with **Condition 17.1** of the Permission and comprising up to 2,416 sq m associated floorspace in respect of the station building itself to be located in accordance with the parameters and principles shown as transport interchange T1 on Parameter Plans 002 and 013 (and adjacent to Station Square in the general vicinity of the location marked "M1" on Parameter Plan 003) (in respect of which an indicative layout showing how such interchange could be carried out as part of the Station Quarter Zone in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 022). This is envisaged to include the following provision:

- (a) 3 platform zones (comprising a total of 6 platforms) accessed via the Train Station Bridge;
- (b) 2 double bus stands (comprising a total of 4 bus stands) which may be outside the Station Square site as indicated on Parameter Plan 013;
- (c) 9 bus stops (consisting of 2 double north bound, 1 single south bound and 2 double south bound stops which may be outside the Station Square site as indicated on Parameter Plan 013);
- (d) 2 rapid transit system stops;

- (e) 30 motor cycle parking spaces;
- (f) 100 bicycle stands;
- (g) 15 taxi stands; and
- (h) ten 20 minute parking spaces and 4 drop off kiss and ride parking spaces;

“Transport Interchange T2 (Replacement Brent Cross Bus Station)”

means replacement bus station in accordance with paragraphs 3.30, 3.31 and 5.15 of the DSF and the Details of which shall be approved in accordance with **Condition 14.1** of the Permission to be located approximately in the location marked "T2" on Parameter Plan 002 in the Brent Cross East Zone to replace the existing Brent Cross bus station and the indicative layout showing how such station could be carried out in accordance with the parameters and principles approved under the Permission is shown Indicative Zonal Layout Parameter Plan 027 and also the design principles set out in Schedule 6. This will provide at least for the following provision:

- (a) 16 bus stands;
- (b) 12 bus stops (consisting of 2 double drop off, and 4 double pick up bus stops as indicated on Parameter Plan 013); and
- (c) 1 rapid transit system stop;

“Transport Interchange T3 (Brent Cross Underground Station) Forecourt Works”

means the following improvements to the forecourt of the existing Brent Cross underground station identified and marked "T3" on Parameter Plan 002 in accordance with paragraph 3.29 of the DSF shown indicatively on Parameter Plan 017 and in accordance with the design principles set out in Section B3.2 and the details of which shall be approved in accordance with **Condition 47.1** of the Permission, with an illustrative space typology shown in Section B3.3.4, of the Design Guidelines including (subject to the agreement of TfL):

- (a) environmental enhancements;
- (b) 0.15 Brent Cross LUL Square;
- (c) creation of a shared surface providing a bus route;

- (d) car access route and pedestrian routes;
- (e) the relocation of two existing bus stops and 1 new rapid transit system stop;
- (f) taxi stands; and
- (g) cycle motorcycle disabled and short stay parking and drop off areas;

"Transport Interchange T3 (Brent Cross Underground Station) Step Free Access Works" means the modifications to the internal circulation areas and stair cores of the existing Brent Cross underground station in accordance with paragraph 3.29 of the DSF and in accordance with **Condition 47.2** of the Permission, and identified and marked "T3" on Parameter Plan 002 to facilitate the provision of step free access via a mobility impaired person lift;

"Transport Interchange T4 (Cricklewood Station Interchange) Forecourt Works" means the following improvements in accordance with paragraphs 3.28 and Table 5 of the DSF and the details of which shall be approved in accordance with **Condition 47.3** of the Permission, with respect to the forecourt at the existing Cricklewood railway station servicing the mainland railway identified and marked "T4" on Parameter Plan 002 shown indicatively on Parameter Plan 017 and in accordance with design principles set out in Section B3.2, with an illustrative space typology shown in Section B3.3.4 of the Design Guidelines (in respect of which the indicative layout showing how such improvements could be carried out in accordance with the parameters and principles approved under the Permission is shown Indicative Zonal Layout Parameter Plan 024):

- (a) environmental enhancements;
- (b) relocation of two existing bus stops;
- (c) provision of 2 new rapid transit system; stops adjacent to interchange;
- (d) pedestrian route through the forecourt;
- (e) cycle and motorcycle parking; and
- (f) 0.16ha Cricklewood Station Square;

"Transport Interchange T4 (Cricklewood Station Interchange) Step Free Access Works" means the provision of step free access to all platforms via 3

mobility impaired person lifts from the existing access passageway / underpass in accordance with paragraphs 3.28 and 5.82 of the DSF and in accordance with **Condition 47.4** of the Permission, at the existing Cricklewood railway station servicing the mainland railway identified and marked "T4" on Parameter Plan 002 (in respect of which the indicative layout showing one way such works could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 024);

"Transport Network" means all roads, junctions, public transport interchanges and services, and cycle and pedestrian routes insofar as they are relevant to the assessments and arrangements described in the Matrix and Transport Reports Schedule and/or described in the Transport Assessment and/or to be assessed and considered in the Transport Report(s) in accordance with the relevant approved Transport Report Scope and Specification;

"Transport Report" means (as the context requires) any relevant Phase Transport Report or Reserved Matters Transport Report and "Transport Reports" shall mean more than one of any such reports as the case may require the general scope for which is set out in the Matrix and Transport Reports Schedule and the specific scope and specification of which shall be as approved in the Transport Report Scope and Specification Approval;

"Transport Report Scope and Specification Approval" means the Scope and Specification approval granted under **Condition 37.1** of the Permission by the LPA in consultation with TfL (and where appropriate the Highways Agency) or on appeal in respect of the relevant Transport Report as the basis on which such Transport Report shall be prepared in accordance with **Condition 37** of the Permission;

"Transport Strategy Group" means the Transport Strategy Group to be established and operated in accordance with the arrangements set out in **Schedule 3** and the TSG Terms of Reference contained in **Schedule 10**.

"Travel Plan" means an Individual Travel Plan for the Development or any part of the Development (as explained in the Framework Travel Plan) which has been submitted to and approved in accordance with **Condition 39.3 to 39.5** of the Permission and which is in accordance with the Framework Travel Plan (as updated and approved from time to time in accordance with **Condition 2.6** of the Permission and this Agreement);

"Travel Plan Co-ordinator" means the person employed or appointed as the Travel Plan Co-ordinator (who for the avoidance of doubt may be carrying out other functions or roles) by the Developers under **paragraph 21 of Schedule 3**;

"True Voids" means the following excluding any Non-True Voids:

- (i) voids within new build/newly refurbished Affordable Housing Units or newly acquired properties;
- (ii) voids created through tenant transfer to another borough where no reciprocal arrangement exists;
- (iii) voids created through tenant moves to properties of other Affordable Housing Providers where no reciprocal arrangement exists;
- (iv) voids created by the death of a tenant where there is no right to succession whether under the terms of a tenancy agreement or under statute;
- (v) voids created by tenants buying their own property;
- (vi) voids created by eviction or abandonment of property; or
- (vii) voids created by temporary decanted tenants returning to their former home;

"TSG Terms of Reference" means the terms of reference contained in **Schedule 10** and/or such amended modified terms of reference as may be agreed by the LPA and TfL from time to time for the purposes of conducting the business of the Transport Strategy Group in accordance with this Agreement;

"UDP 2006" means the Barnet Unitary Development Plan adopted in 2006 if and to the extent that its policies have been saved by the Secretary of State;

"Ungeared IRR" means the ungeared internal rate of return forecasted within the Affordable Housing Viability Testing Report;

"Vacuum Waste Collection System" means the underground waste collection system linked to the Waste Handling Facility and to be provided as part of the Development in accordance with the parameters and principles contained in the

DSF if it is shown to be Feasible in the VWCS Feasibility Study and the relevant Details approved under **Conditions 2.1** and **41** of the Permission;

"Viable" means viable taking proper account of the reasonable expectation that the Developers will expect to make an appropriate ungeared developer's return from the relevant Phase, Sub-Phase or the Development (as the case may be) (taken as a whole) (such return to be the minimum ungeared developers' return as assessed prior to the Commencement of the relevant Phase, Sub-Phase or the Development (as the case may be)) and the terms **"Viability"** and **"Unviable"** shall be construed accordingly PROVIDED THAT if and to the extent that the Developers shall Commence a Phase it shall be deemed thereafter (except in relation to the suspension provisions contained in **paragraphs 2.1** to **2.3** of **Schedule 2** (where subsequent supervening events as described in **paragraph 2.1.4(a) to (c)** **2.1.8(a) to (c)** **2.2.3(a) to (c)** or **paragraph 2.2.7(a) to (c)** of **Schedule 2** or **paragraphs 4.2 5.4 6** and **8** of **Schedule 3** (where supervening events (as applicable) have occurred) that such Phase is considered to be Viable;

"VWCS Feasibility Study" means the feasibility study to be carried out and submitted and approved under **Condition 1.24** of the Permission;

"Water Use Principles" means those principles set out in Section 2 of the Development Specification & Framework, specifically paragraph 2.71;

"Waste Handling Facility" means the facility for handling waste in the Development to be provided as Critical Infrastructure in accordance with the Details to be approved under **Condition 41** of the Permission and **paragraph 17** of **Schedule 2** of this Agreement and with the parameters and principles contained in paragraphs 2.19, 2.55 – 2.57, and Table 8, and Appendix 15 of the DSF and Parameter Plan 018 including mechanical recycling facilities and which is to be located in the general vicinity of Plot 63 within the Railway Lands Zone and within a building of up to 24,619 m² gross external floorspace (or such larger building as may be approved in an Additional Planning Permission) to replace the existing Hendon Waste Transfer Station;

"Wayfinding Strategy" means a strategy to be submitted and approved under **condition 1.26** of the Permission for signposting all the links covered in the Area Wide Walking and Cycling Study reasonably related to the Development in terms of points of departure or arrival by public transport or major local attractors including employment leisure and open spaces within and/or that

serve the Site and/or that enable people to change between transport modes more easily having regard to the TfL pilots for the Legible London project;

"Western Brent Riverside Park" means that part of the new Brent Riverside Park located in the Brent Cross West Zone (and generally coextensive with the Western River Brent Alteration and Diversion Works) to be constructed and provided in accordance with paragraph 3.24, 5.26 and Table 5 of the DSF directly adjacent to the realigned River Brent between the north eastern edge of the M1 slip road located at the junction of the M1 / A406 North Circular and the western roundabout on the realigned Prince Charles Drive in the approximate location of the area shown hatched green on Parameter Plan 011 and the indicative layout showing how such part of the park could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 27 and the Design and Access Statement;

"Western River Brent Alteration and Diversion Works" means that part of the alteration and diversion works to the River Brent to be carried out in accordance with paragraphs 3.24 – 3.26 and 5.7 and Table 5 as well as Paragraphs 16-22 of Section 011 of Appendix 2 of the DSF between the north eastern edge of the M1 slip road located at the junction of the M1 / A406 North Circular and the western roundabout on the realigned Prince Charles Drive located in the Brent Cross West Zone in the approximate location of the area shown shaded in dark blue on Parameter Plan 011 and the indicative layout showing how such works could be carried out in accordance with the parameters and principles approved under the Permission is shown on Indicative Zonal Layout Parameter Plan 027;

"Wetland Area" means the area of backwaters and wetland scrape (forming part of the Eastern Brent Riverside Park) to the southeast of the shopping centre in close proximity to the eastern internal roundabout and which consists of a small depression in the ground where the water table is at or near the surface or where shallow water covers the land. The wetland area will encourage invertebrates, as well as amphibians and water fowl, and comprise appropriate vegetation/landscaping. The Wetland Area will be included in the Eastern River Brent Alteration and Diversion Works to be approved under **Condition 13.1** of the Permission in accordance with the parameters and principles contained in paragraph 12.5.4 of the Revised Environmental Statement dated March 2009 and to be carried out in accordance with **Condition 27.10** of the Permission;

"Wheelchair Accessible Homes" means housing forming part of the Affordable Housing that:

- (i) meets the Wheelchair Accessibility Standards or such other standards required under the Permission (including in respect of amendments) or agreed in writing with the LPA under this Agreement or approved under the Permission from time to time; or
- (ii) is easily adaptable at a reasonable cost for residents who are wheelchair users;

"Wheelchair Accessibility Standards" means Wheelchair Accessibility Standards set out in the Appendix to **Schedule 13**;

"Whitefield Avenue" means a new road to be constructed by the Developer from the new A41 Junction to Tilling Road in accordance with the parameters and principles set out in 5.37 and 5.42 of the DSF and the Design and Access Statement (including Section B2.2, and the illustrative route typology shown on Section B2.3.2 of the Design Guidelines) and in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev G;

"Whitefield Estate Replacement Units" means the Affordable Housing Units to be provided by CRL as part of the Primary Development Package pursuant to the Residential Relocation Strategy for the purposes of re-housing the residents of the Whitefield Estate and sheltered housing residents in the Rosa Freedman Centre on an equivalent floorspace basis in accordance with the parameters and principles contained in the DSF at paragraphs 2.91-2.93 and in accordance with **Condition 1.10** of the Permission and **paragraph 1** of **Schedule 2** to this Agreement;

"Whitefield Square" means new Whitefield Square of 0.13 ha to be provided in accordance with paragraph 5.44 and Table 5 of the DSF in the Eastern Lands Zone in the approximate location marked "S7" on Parameter Plan 003 (in respect of which the indicative layout showing how such square could be carried out in accordance with the parameters and principles approved under the Permission as shown on Indicative Zonal Layout Parameter Plan 021) and in the Design and Access Statement (including Sections B3.2 and the illustrative route typology shown on Section, B3.3.4 of the Design Guidelines);

"Whitefield Street" means a new east/west road to be constructed by the Developer within the Eastern Lands Zone in accordance with the parameters and principles contained in paragraph 5.37 of the DSF and the Design and Access Statement (including Sections B2.2 and the illustrative route typology shown on Section B2.3.1, of the Design Guidelines) and as set out in the following plans:

- Parameter Plan 002 Rev 13;
- Illustrative Infrastructure Drawing Ref No 224_PD_IF_000 Rev G;

"Wider Impact Area" means the London Boroughs of Barnet, Brent and Camden;

"Zonal Floorspace Schedule" means the schedule forming Appendix 5 to the DSF;

"Zones" means any two or more of the Brent Cross West Zone, Brent Cross East Zone, Station Quarter Zone, Market Quarter Zone, Eastern Lands Zone, Brent Terrace Zone, Clitterhouse Playing Fields Zone, Railway Lands Zone, and Cricklewood Lane Zone and the term "Zone" and "Zonal" shall be construed accordingly and (as an aid to interpreting the Permission and not further or otherwise) Plan 7 in **Schedule 8** to this Agreement shows for indicative purposes only the Phases as identified at the date when the Permission was originally issued on the Indicative Phasing Parameter Plan in the context of the Zones as currently identified on Parameter Plan 001;