

# Audit, Pensions and Standards Committee

## Supplementary Agenda

Monday 14 December 2015

7.00pm

COMMITTEE ROOM 1 - HAMMERSMITH TOWN HALL

### MEMBERSHIP

Administration:	Opposition
Councillor Iain Cassidy (Chair) Councillor Ben Coleman Councillor Adam Connell Councillor PJ Murphy Councillor Guy Vincent	Councillor Michael Adam Councillor Nicholas Botterill Councillor Mark Loveday Councillor Donald Johnson

**CONTACT OFFICER:** David Abbott  
Committee Co-ordinator  
Governance and Scrutiny  
☎: 020 8753 2063  
E-mail: david.abbott@lbhf.gov.uk

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Date Issued: 11 December 2015

# **Audit, Pensions and Standards Committee**

## **Supplementary Agenda**


14 December 2015

**Item**

**Pages**

**15. RIVERSIDE STUDIOS AND QUEENS WHARF**

**1 - 88**

<p><b>London Borough of Hammersmith &amp; Fulham</b></p> <p><b>AUDIT PENSIONS AND STANDARDS COMMITTEE</b></p> <p><b>14 DECEMBER 2015</b></p>	
<p><b>RIVERSIDE STUDIOS AND QUEENS WHARF</b></p>	
<p><b>Report of the Director for Planning and Growth</b></p>	
<p><b>Open Report</b></p>	
<p><b>Classification:</b> For Review and Comment</p>	
<p><b>Key Decision:</b> No</p>	
<p><b>Wards Affected:</b> Hammersmith Broadway</p>	
<p><b>Accountable Director:</b> Juliemma McLoughlin, Director of Planning and Growth</p>	
<p><b>Report Author:</b> Matt Butler, Team Leader of Planning Regeneration</p>	<p><b>Contact Details:</b> Tel: 020 8753 3493 E-mail: <a href="mailto:matt.butler@lbhf.gov.uk">matt.butler@lbhf.gov.uk</a></p>

## 1. EXECUTIVE SUMMARY

- 1.1. Riverside Trust has advised the Council that there is a considerable funding shortage in re-providing the Riverside Studios facility in full as agreed when current redevelopment is completed and that they are seeking a loan from financial institutions so they can deliver on this commitment.
- 1.2. This report sets out the background to the planning permission granted in January 2014. It seeks a steer from Members to ensure that the expected public planning gain (community benefits) from the development is achieved in full, namely the community arts facility funded by the proceeds from the enabling residential development as enshrined in the planning permission.
- 1.3. The reprovision of a community arts facilities including a new theatre and cinema results from earlier Members' agreement to forego the provision of up to forty per cent, on-site affordable housing and to instead accept an off-site commuted payment of £408,000 on the basis that the public money resulting from planning gain would be used to fund the community arts re-provision in full instead of affordable housing and other needs.

## **2. RECOMMENDATIONS**

The Audit, Pensions and Standards Committee:

- (a) review the basis of the assurances given to the 19<sup>th</sup> December 2013 Planning Applications Committee by the Riverside Trust.
- (b) review the forgone contribution for affordable housing, (estimated as having a value of £25,000,000.00 in December 2013) waived by LBHF in return for assurances on funding a fully functioning community arts facility that including a new theatre and new cinema.
- (c) review the legal agreements entered into.
- (d) review whether the assurances have or are likely to be met within the necessary time scale.
- (e) review whether this scheme represented best value for money for the residents of the London Borough of Hammersmith and Fulham,
- (f) advise on what further actions can be taken to monitor adherence to the legal agreement and where appropriate ensure enforcement action should a breach occur.

## **3. REASONS FOR DECISION**

- 3.1. The Council is entitled to confirm that the public monies resulting from the planning gain it made available to the Riverside Studios via the planning agreement, are being used to deliver the community arts facility in full.

## **4. INTRODUCTION AND BACKGROUND**

- 4.1. Planning permission was granted on 22<sup>nd</sup> January 2014 for the redevelopment of the Queens Wharf and Riverside Studios site. The permission comprised the erection of a six to eight storey building providing 65 residential units and 8,633 sqm of commercial floor space for TV studios, theatre, cinema and other ancillary uses (offices, cafe, restaurant and bar) plus a new riverside walk. The permission was accompanied by a Section 106 legal agreement (S106) which requires Mount Anvil to pay a total of £3,200,000 to the council towards infrastructure and off-site affordable housing.
- 4.2. Prior to this, in August 2013, a Leader's Urgent report was approved for the sale of the council's freehold interest of the Riverside Studios site to the developer, Mount Anvil. The sale has now completed.
- 4.3. The council's freehold was subject to a 99-year lease granted in 1984 to Riverside Studios at a peppercorn rent. The council appointed an external property advisor to negotiate with Mount Anvil the value of its property interest and take into account the marriage value of the overall scheme. The negotiations were concluded with Mount Anvil agreeing to pay the council a disposal price of £3,300,000. The disposal price was subject to the granting of planning

permission on the assumption that there would also be a S106 agreement (which would cost the developer £3,200,000).

- 4.4. In addition, there was an overage clause within the land disposal document outlining if the proposed flats sell for higher prices than defined criteria within the disposal contract. The council also secures additional payment if the Riverside lease is surrendered or forfeited or a new planning application secures additional residential floorspace.

## **5. PROPOSALS AND ISSUES**

- 5.1 In 2013 when assessing the planning application for the redevelopment of the sites, the council established that a financial contribution of £2,792,000 would be required towards social and physical infrastructure to mitigate the potential impact of the development. This was secured within the S106 legal agreement attached to the permission. The S106 also secured £408,000 as a commuted payment towards off site affordable housing. The affordable housing contribution was negotiated as the maximum reasonable level the proposal could viably provide.
- 5.2 The scope for the council to negotiate more affordable housing was significantly limited by the cost to the scheme of the re-provision of the modernised and enlarged Riverside Studios.
- 5.3 Mount Anvil's viability appraisal attributed a significant cost to the re-provision of the Riverside Studios with no commercial revenue return as they would be transferred at nil cost to the Riverside Trust. Therefore, the proposed residential would need to subsidise this cost to maintain a viable scheme. This approach had a major impact on the scheme's viability and severely restricted the ability to achieve affordable housing, resulting in the nominal figure £408,000 for off-site provision.
- 5.4 Importantly, council officers estimate that based on cost and revenue figures at the time, applying a commercial revenue from an alternative arts and leisure facility on the site, would have supported a viable scheme providing 40% affordable housing on site (60% affordable rent and 40% intermediate). Or alternatively, a commuted sum payment in the region of £25,000,000 for off-site provision (potentially providing up to 122 social rent homes).
- 5.5 Mount Anvil's planning application was in detail and the approved drawings included three new studios and a cinema. Mount Anvil and Riverside Trust also made a number of written and verbal commitments that the Riverside Studios would be moving back into the premises and this was reflected in the planning conditions and accompanying S106. This was also referenced in the Planning Application Committee report (the relevant section being paras. 3.12 to 3.19).
- 5.6 The resulting planning permission is explicit that the redevelopment includes recording studios, theatre and cinema. Schedule 2 of the S106 also requires Mount Anvil to pay £7,000,000 to the Riverside Trust to facilitate fitting out of the Riverside Studios to provide:

*“...a mixed arts venue (including performance, theatre and cinema) in accordance with its lease of such premises and to enable such premises to be made accessible to members of the public”.*

- 5.7 Following an earlier objection from the Theatre Trust (a statutory consultee), Riverside Studios wrote to the Theatre Trust prior to Planning Committee on 19<sup>th</sup> December 2013 advising that the facility needed to be saved and would otherwise close. This followed the same verbal advice given to the council. Riverside Trust explained in writing of the appropriateness of the current Mount Anvil plans, stating in a letter to the Theatre Trust:

*“Our cinema, much loved by the public, especially for its international seasons, will have two screens, one a replica of the current space and a new 60 seater. It all comes with a 200-year lease that allows us to plan sensibly for a coherent future, one which will allow us to sustain ourselves with a better income model, whilst also planning to maintain our arts provision.”*

- 5.8 Mount Anvil’s planning consultancy firm also wrote to the Theatre Trust on 10<sup>th</sup> December 2013 giving assurances that had already been provided to the council. The consultants explained that Mount Anvil is providing Riverside Trust with the new premises in a shell and core state with a substantial contribution to facilitate the fit out of their premises, stating in a letter:

*“The payment from the developer is sufficient to get the arts facility open to the public. The developer and Riverside Trust have worked together to ensure that this is the case.”*

- 5.9 The payment referred to in the letter for the fit out of the new Riverside Studios amounts to £7,000,000. The Theatre Trust wrote to the council on 11<sup>th</sup> December 2013 referencing the consultant’s letter and withdrawing its objection as a result of the assurances provided.

- 5.10 Schedule 2 of S106 secures Mount Anvil’s contribution of £7,000,000 to the Riverside Trust to facilitate fitting out of the ‘mixed arts venue’ to enable it *“to be made accessible to members of the public”*. This payment must be made within 18 months of Mount Anvil acquiring the council’s freehold interest and the developer must not permit occupation of any of the proposed residential units until the money has been paid.

- 5.11 It is therefore both disappointing and unacceptable that the Council has been informed that a fund shortfall exists for the full and complete re-provision of the Riverside Studios. This is particularly the case given the written assurances and legal commitments from both the Riverside Trust and Mount Anvil that the approved scheme would deliver an enhanced and fully operational Riverside Studios. A facility that should provide the full range of arts and entertainment functions to the public and formed a vital component of the scheme and, importantly, weighed heavily in the council’s decision to forego significant levels of much needed affordable housing in the Borough.

## **6. OPTIONS AND ANALYSIS OF OPTIONS**

6.1 N/A

## **7. CONSULTATION**

7.1 Not applicable as the report summarises a planning permission and land sale that have already been undertaken.

## **8. EQUALITY IMPLICATIONS**

8.1 Equality Impact Assessment is not required to accompany this report because the officer planning report to committee was accompanied by Equality Impact Assessments. However, the failure of the scheme to provide a new cinema would detrimentally impact on the public's access to local and fully accessible cinema facilities

## **9. LEGAL IMPLICATIONS**

9.1 There are planning obligations attached to the planning permission which the council could seek to enforce against in circumstances where they consider a breach has occurred.

9.2 The developer, however, will also have recourse to appeal in the event of any enforcement action and may seek to discharge or vary the planning obligations.

9.3 Report reviewed by Adesuwa Omoregie Bi-borough Lawyer (Planning, Highways and Licensing) - TEL: 020 8753 2297

## **10. FINANCIAL AND RESOURCES IMPLICATIONS**

10.1 The financial implications are set out in the body of the report.

10.2 Report reviewed by Mark Jones, Director of Finance and Resources - TEL: 020 8753 6700.

## **11. IMPLICATIONS FOR BUSINESS**

11.1 A partly implemented scheme will hinder the opportunities for job creation and economic regeneration including:

(a) Arts and culture supply chain negatively impacted by possible loss of only borough arts film theatre.

(b) Diminished 'cultural quarter' with decreased visitor appeal.

(c) Drop in visitor numbers to development and river reduces consumer and visitor spend at the studios and with local businesses; keeping money and jobs in the borough.

(d) Weakened location magnet for further business investment and growth in this area.

**12. RISK MANAGEMENT**

12.1 N/A

**13. PROCUREMENT AND IT STRATEGY IMPLICATIONS**

13.1 N/A

**LOCAL GOVERNMENT ACT 2000  
LIST OF BACKGROUND PAPERS USED IN PREPARING THIS REPORT**

None.



Dated 22 JANUARY

2014

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM**

AND

**DOMINION DEVELOPMENTS (2005) LIMITED**

AND

**THE RIVERSIDE TRUST**

AND

**MOUNT ANVIL LIMITED**

**DEED OF AGREEMENT under Section 106 of the Town and Country Planning  
Act 1990**

**relating to the development of land known as**

**Riverside Studios and Queens Wharf**

**situated at Crisp Road and Queen Caroline Street, London W6 9RJ**

For the Director of Law  
Town Hall King Street  
Hammersmith  
London W6 9JU

Ref: AXO E26.134



**Pinsent Masons**

Ref: 227379.07006/MB24

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THIS AGREEMENT IS MADE BY DEED ON 22 JANUARY 2014

BETWEEN:

THE COUNCIL

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM of Town Hall King Street  
Hammersmith London W6 9JU

AND

THE OWNER

DOMINION DEVELOPMENTS (2005) LIMITED a company  
registered in England under registration number 5585321 whose  
registered office is situated at 15<sup>th</sup> Floor, Capital House, 25 Chapel  
Street, London NW1 5WX

AND

THE LEASEHOLDER

THE RIVERSIDE TRUST a company registered in England under  
registration number 01698349 whose registered office is situated at  
Riverside Studios, Crisp Road, Hammersmith, London W6 9RL

AND

THE DEVELOPER

MOUNT ANVIL LIMITED a company registered in England under  
registration number 02706348 whose registered office is situated at  
140 Aldersgate Street, London EC1A 4HY

**1. BACKGROUND**

- 1.1 The Council is the local planning authority for the purposes of the Act and the Highway Authority for the purposes of the 1980 Act for the area in which the Site is situated.
- 1.2 The Owner is registered at H.M. Land Registry as proprietor of part of the Site with freehold title absolute under title number LN186662.
- 1.3 The Council is registered at H.M. Land Registry as proprietor of part of the Site with freehold title absolute under title number NGL251879.
- 1.4 The Leaseholder is registered at H.M. Land Registry as proprietor of part of the Site with leasehold title absolute under title number NGL484839.

- 1.5 The Leaseholder is a registered charity (Charity Number 287848) regulated by the Charity Commission. Its charitable purpose is to provide facilities for recreation and other leisure time occupation for the public and in particular people who live or work in the area of Greater London. The Leaseholder operates a financial policy that uses commercial revenue generated from television, catering and office facilities to support its mixed arts provision (including performance, theatre and cinema). The Charity Commission ensures that the Leaseholder achieves its Aims, provides Public Benefit and maintains Governance that is appropriate and effective.
- 1.6 The Developer has entered into agreements with the Owner and the Council to purchase their interests in the Site following the grant of the Planning Permission.
- 1.7 The Developer has submitted the Planning Application to the Council who considers (as resolved by its Planning Committee on 19 December 2013) that, subject to there being no contrary indication from the Mayor of London, the Planning Permission subject to conditions should be granted and wishes to restrict and regulate the Development in accordance with the terms of this Agreement.
- 1.8 The Developer has submitted the Conservation Area Consent Application to the Council who considers (as resolved by its Planning Committee on 19 December 2013) that the Conservation Area Consent subject to conditions should be granted.
- 1.9 The Council is the local planning authority by whom the planning obligations contained in this Agreement are enforceable.
- 1.10 The Parties agree that the obligations in this Agreement meet the statutory tests in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended), being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

## OPERATIVE PROVISIONS

### IT IS AGREED AS FOLLOWS:

#### 2. DEFINITIONS

In this Agreement the following expressions shall have the meanings indicated:

<b>"the 1980 Act"</b>	means the Highways Act 1980 (as amended)
<b>"the Act"</b>	means the Town and Country Planning Act 1990 (as amended)
<b>"Aims"</b>	means the provision of cultural facilities for recreation and other leisure time occupation for the public and in particular people who live or work in the area of Greater London. Such provision is in the interests of their social welfare within the meaning of the Recreational Charities Act of 1958
<b>"Borough"</b>	means the area comprising the London Borough of Hammersmith and Fulham
<b>"Commence"</b>	<p>means the date upon which any material operation in connection with the Development has begun to be carried out as that expression is defined in Section 56 of the Act PROVIDED THAT for the purposes of clause 10.2 and all of the Schedules within the Agreement (other than Schedule 12) only the following shall not be taken to be a material operation and shall not amount to Commencement:</p> <ul style="list-style-type: none"><li>(a) Works of demolition and/or site clearance;</li><li>(b) Ground investigation or site survey work;</li><li>(c) Construction of boundary fencing or hoarding;</li><li>(d) Archaeological investigations;</li><li>(e) Works exclusively of decontamination or remediation;</li><li>(f) Preparatory works below ground level;</li><li>(g) Works relating to the laying or diversion or connection of services; or</li><li>(h) the Riverside Walkway Works</li></ul> <p>and <b>"Commencement"</b> shall be construed accordingly</p>

<b>"Confirmatory Deed"</b>	means a deed entered into under Section 106 of the Act by all parties with an interest in the Site for the purposes of Section 106 of the Act which confirms that the obligations contained in this Agreement shall also bind their interest in any part of the Site acquired from the Council a draft of which is attached at Appendix 1
<b>"Conservation Area Consent Application"</b>	means the application for conservation area consent allocated statutory registration no 2013/03800/CAC for the demolition of existing buildings on the Site
<b>"Conservation Area Consent"</b>	means conservation area consent subject to conditions to be granted by the Council granted pursuant to the Conservation Area Consent Application
<b>"Development"</b>	means the development of the Site in accordance with the Planning Permission
<b>"Director of Transport and Highways"</b>	means the Council's Director of Transport and Highways or such other officer whose designation has been notified to the Owner in writing
<b>"Dwelling"</b>	means any dwelling which is to be created on the Site pursuant to the Planning Permission for residential use
<b>"Expert"</b>	means an independent and suitable person who holds appropriate professional qualifications and professional experience appointed in accordance with the provisions of clause 11 to determine disputes
<b>"Governance"</b>	means there are regular meetings of The Riverside Trust Board of Directors who take advice from legal advisers and auditors. The Riverside Trust operates a financial policy that uses commercial revenue generated from television, catering and office facilities to support its mixed arts provision (including performance, theatre and cinema). The Riverside Trust regularly reviews its activities to ensure that it continues to achieve its stated Aims and provides Public Benefit

<p><b>"Head of Development Management"</b></p>	<p>means the Council's Head of Development Management or such other officer whose designation has been notified to the Owner in writing</p>
<p><b>"Indexed"</b></p>	<p>means adjusted in accordance with the Retail Price Index by multiplying in each case the payment due by a fraction with a denominator equal to the last Retail Price Index monthly figure published before the date of this Agreement and a numerator equal to the last published Retail Price Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure</p>
<p><b>"Occupation"</b></p>	<p>means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and <b>"Occupied"</b>, <b>"Occupier(s)"</b> and <b>"Occupy"</b> shall be construed accordingly</p>
<p><b>"Parties"</b></p>	<p>means the Council and the Owner and the Developer and the Leaseholder and <b>"Party"</b> shall be construed accordingly</p>
<p><b>"Plan 1"</b></p>	<p>means the plan annexed hereto at Appendix 6 and marked "Plan 1" showing the Site edged red</p>
<p><b>"Plan 2"</b></p>	<p>means the plan annexed hereto at Appendix 6 and marked "Plan 2" showing the area of the Highway Works hatched and cross hatched black</p>
<p><b>"Plans 3A, 3B, 3C, 3D and 3E"</b></p>	<p>means the plans annexed hereto at Appendix 6 and marked "Plan 3A", "Plan 3B", "Plan 3C", "Plan 3D" and "Plan 3E" showing the Riverside Studios</p>
<p><b>"Plan 4"</b></p>	<p>means the plan annexed hereto at Appendix 6 and marked "Plan 4" showing the controlled parking zones within the Borough</p>
<p><b>"Plan 5"</b></p>	<p>means the plan annexed hereto at Appendix 6 and marked "Plan 5" showing the Riverside Walkway</p>

<p><b>"Planning Application"</b></p>	<p>means the application for planning permission allocated statutory registration no 2013/03799/FUL for the demolition of the existing buildings and the redevelopment of the site via a comprehensive proposal comprising the erection of a six to eight storey building including 165 residential units (Class C3) and provision of 8,633 square metres of commercial floor space for television and film recording studios, storage, dressing rooms, offices, theatre, cinema and other facilities ancillary to those uses including café, restaurant, bar and other uses for the sale of food and drink, car and cycle parking, storage and plant space and the creation of a riverside walk along the frontage of the Site facing the River Thames in accordance with approved drawings</p>
<p><b>"Planning Permission"</b></p>	<p>means planning permission subject to conditions to be granted by the Council pursuant to the Planning Application</p>
<p><b>"Practical Completion"</b></p>	<p>means completion save in minor respects so that the Development or part of the Development (as the case may be) can be used and operate in the manner permitted by the Planning Permission</p>
<p><b>"Public Benefit"</b></p>	<p>means a social role to support communities' health, social and cultural well-being, the arts community and the public who attend theatre, cinema and performances or those who come to see exhibitions, eat or drink in the cafe/bar, river terrace or film café</p>
<p><b>"Residential Floorspace"</b></p>	<p>means the floorspace provided for residential use consisting of all floorspace in the Development except for the Riverside Studios</p>
<p><b>"Riverside Studios"</b></p>	<p>means the floorspace consisting of Riverside Studios, the A3 café/restaurant, bar, cinema and offices as shown shaded green on Plans 3A, 3B, 3C, 3D and 3E or such other plans as are agreed with the Council in writing</p>
<p><b>"Site"</b></p>	<p>means the land known as Riverside Studios and Queen Wharf, situated at Crisp Road and Queen Caroline Street London W6 9RJ shown for the purposes of identification only edged in red on Plan 1</p>
<p><b>"Working Day"</b></p>	<p>means a day other than a Saturday or Sunday or public holiday in England.</p>

### 3. INTERPRETATION

3.1 Headings appearing in this Agreement are for ease of reference only and shall not affect its construction.



- 3.2 References to clauses sub clauses paragraphs sub paragraphs and schedules are references to those contained in this Agreement.
- 3.3 References to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order or delegated legislation amending re-enacting or made under the same.
- 3.4 Where the context permits, words importing the singular will include the plural and vice versa and words importing gender will include all other genders.
- 3.5 Any obligation of the Owner, Leaseholder or Developer contained or implied in this Agreement which is or may be deemed to be an obligation of more than one person shall be a joint and several obligation on the part of those persons.
- 3.6 Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or the performance of any duty as local planning authority or in any other capacity.
- 3.7 No person shall be liable for breach of any provision contained in this Agreement after having parted with all interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to the liability of such person for any subsisting breach of this Agreement prior to the parting with such interest.
- 3.8 No waiver (whether express or implied) by the Council of any breach or default by the Owner, Developer or Leaseholder or any person deriving title from them in complying with any provision of this Agreement shall constitute a continuing waiver or be taken to waive any subsequent breach by any party.

#### **4. STATUTORY AUTHORITY AND LEGAL EFFECT**

##### **Powers to enter Agreement**

- 4.1. This Agreement is made under Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Sections 38 and 278 of the 1980 Act and any other enabling provisions.

##### **Enforceability of planning obligations**

- 4.2. Each covenant in this Agreement is a planning obligation for the purposes of Section 106 of the Act enforceable by the Council against the Owner, Developer, Leaseholder and any person deriving title in the Site or any part of it from the respective parties in accordance with Clauses 5 and 6.

##### **Obligations binding the Residential Floorspace**

- 4.3. The planning obligations in paragraphs 1.5, 1.6, 1.7 and 1.8 of Schedule 2, Parts 2 and 3 of Schedule 4, Part 2 of Schedule 5, Schedule 6, Schedule 7 and Schedule 12 shall bind the Residential Floorspace only.

**Obligations binding the Riverside Studios**

- 4.4. The planning obligations in Part 1 of Schedule 4, Part 1 of Schedule 5 and Schedule 10 shall bind the Riverside Studios only.

**Obligations binding the Development**

- 4.5. The planning obligations in Schedule 1, paragraphs 1.1, 1.2, 1.3, 1.4, 1.9, 1.10, 1.11 and 1.12 of Schedule 2, Schedule 3, Schedule 8 and Schedule 9 shall bind the Residential Floorspace and the Riverside Studios.

**5. THE OWNER'S AND THE DEVELOPER'S COVENANTS**

The Owner and the Developer covenant with the Council to comply with and perform the obligations imposed upon the Owner and the Developer in Schedule 1, Schedule 2, Schedule 3, Parts 2 and 3 of Schedule 4, Part 2 of Schedule 5, Schedules 6 to 9 and Schedule 12.

**6. THE LEASEHOLDER'S COVENANTS**

The Leaseholder covenants with the Council to comply with and perform the obligations imposed upon the Leaseholder in paragraph 1 of Schedule 1, Part 1 of Schedule 4, Part 1 of Schedule 5, Schedule 8 and Schedule 10.

**7. THE COUNCIL'S COVENANTS**

The Council covenants with the Owner, the Leaseholder and the Developer to comply with and perform the obligations imposed upon the Council in Schedule 11 and paragraphs 6 and 7 of Schedule 12.

**8. MISCELLANEOUS**

**No third party rights**

- 8.1 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

## **Registration of Agreement**

- 8.2 This Agreement shall be registrable as a local land charge by the Council.

## **Discharge of obligations**

- 8.3 Following a written request, the Council will within a reasonable time confirm whether the obligations contained in this Agreement have been performed and satisfied. If the Council is satisfied that all of the obligations have been fulfilled it shall effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

## **Provisions are severable**

- 8.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

## **No restriction on further development**

- 8.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

## **No fettering of Council's discretion**

- 8.6 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

## **9. INTEREST ON LATE PAYMENT**

- 9.1 If the sums payable to the Council pursuant to this Agreement are not paid on the date provided for payment interest shall bear on such sum at a rate (after as well as before any judgment) equal to 4% (four percent) per annum above the National Westminster Bank PLC base rate prevailing from time to time and from the due date of payment to the actual date of payment.

## **10. EFFECT OF THE AGREEMENT**

### **Conditionality**

10.1 This Agreement is conditional upon the grant of the Planning Permission

### **Termination**

10.2 If the Planning Permission is quashed or is revoked or otherwise withdrawn, or (without the consent of the Owner) it is modified by any statutory procedure or expires before the Commencement of Development this Agreement shall cease to have effect.

### **Parties not bound**

10.3 It is agreed that none of the terms, obligations and covenants in this Agreement shall be binding upon or enforceable against:

10.3.1 any statutory undertakers who acquire any part of the Site or any interests in the Site for the purposes of their statutory duties;

10.3.2 any individual owners and/or occupiers and/or mortgagees of any Dwellings, except in relation to Part 3 of Schedule 4; and

10.3.3 any mortgagee unless and until it takes possession of the Site, in which case it shall be bound as if it were an original party to this Deed.

## **11. DISPUTE RESOLUTION**

11.1 Where it is provided in this Agreement that a matter is to be approved by the Council and such approval has been refused in accordance with the provisions of this Agreement and the Owner wishes to dispute such refusal, then the Owner may notify the Council that the matter is in dispute and:

11.2 the parties shall first attempt to resolve that dispute or difference amicably including holding a meeting attended by at least one senior representative from each party within 10 (ten) Working Days of receipt of notice that a matter is in dispute;

11.3 if after a further 5 (five) Working Days the parties are unable to resolve the dispute amicably pursuant to Clause 11.1, the Owner may serve notice on the Council of its intention to refer the dispute in accordance with Clause 11.2 specifying in such notice:

11.3.1 the nature, basis and brief description of the dispute;

- 11.3.2 the Clause or Paragraph of this Agreement pursuant to which the dispute has arisen;  
and
- 11.3.3 a written request to concur as to the appropriateness of the professional qualification of the person (or body) the Owner proposes be appointed pursuant to Clause 11.2
- 11.4 Any such dispute or difference notified pursuant to Clause 11.2 shall be referred to an independent and suitably qualified person holding appropriate professional qualifications in light of the subject matter in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares
- 11.5 In the absence of agreement as to the appointment, suitability or the appropriateness of the professional body of the person to be appointed pursuant to Clause 11.2 within 10 (ten) Working Days after the Owner has given the Council a written request pursuant to Clause 11.3.3 then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the appropriate professional body or person to resolve the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares
- 11.6 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days after the conclusion of any hearing that takes place or 20 (twenty) Working Days after he has received any final written representation pursuant to Clause 11.7
- 11.7 The expert shall be required to give notice to either of the said parties requiring them to submit to him within 10 (ten) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 (ten) Working Days
- 11.8 Nothing in this Clause 11 shall be taken to fetter the ability of the Council to carry out its statutory functions as local planning authority with power to enforce breaches of planning control arising from any breach of the obligations entered into by the Owner in this Agreement or any other planning breach in respect of the Development or to apply for and obtain any of the following:

11.8.1 declaratory relief;

11.8.2 injunction;

11.8.3 specific performance;

11.8.4 payment of any sum;

11.8.5 any other means of enforcing this Agreement and any other means of enforcing this Agreement and consequential and interim orders and relief.

**12. JURISDICTION**

The construction validity and performance of this Agreement shall be governed by English Law and the Parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

**13. DELIVERY**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

## SCHEDULE 1

### Owner's, Developer's and Leaseholder's Covenants

The Owner, the Developer and the Leaseholder covenant with the Council as follows:

#### 1. Title

##### No third party owners

- 1.1 That no person other than the Parties to this Agreement has any interest in the Site for the purposes of Section 106 of the Act.

##### Notification of transfers

- 1.2 Not to undertake any transfer of the Site or part of the Site (other than in respect of any individual Dwelling) until the Council has been notified quoting reference number 2013/03799/FUL of any such transfer, such notification to include a plan showing the location of the transfer, details of transferor and transferee with contact addresses and registered company addresses, if appropriate.

##### Confirmatory Deed

- 1.3 Not to Commence the Development until such time as the Confirmatory Deed has been entered into in relation to the Development
- 1.4 To enter into the Confirmatory Deed with the relevant parties within 20 (twenty) Working Days of the date on which the Owner (or its nominee) acquires the Council's freehold interest in the Site.

#### 2. Council's expenses

To pay the Council's legal expenses incurred in the preparation of this Agreement in the sum of £9,900 (NINE THOUSAND NINE HUNDRED POUNDS).

#### 3. Notification Requirements

- 3.1 The Owner and the Developer covenant to notify the Head of Development Management and the Leaseholder in writing quoting reference number 2013/03799/FUL:

- (i) not less than 7 (seven) days before Commencement of the Development and not to Commence the Development unless at least 7 (seven) days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management.

(ii) not less than 7 (seven) days before the first Occupation of the Development and not to Occupy or permit or allow Occupation of the Development unless at least 7 (seven) days has expired from the date upon which the written notice referred to has been served upon the Head of Development Management.

3.2 The Owner and the Developer covenant to notify the Head of Development Management in writing not more than 14 (fourteen) days after the full postal address of each Dwelling has been established to the full postal address.



## SCHEDULE 2

### Environmental, Social and Economic Contributions

The Owner and the Developer covenant with the Council as follows:

Relevant Definitions:

<b>"Central Hammersmith Area"</b>	<p>means the area within the boundary of:</p> <ol style="list-style-type: none"> <li>1. the Ravenscourt Park Ward;</li> <li>2. Hammersmith Broadway Ward;</li> <li>3. Addison Ward;</li> <li>4. Avonmore and Broad Green Ward; and</li> <li>5. Fulham Reach Ward</li> </ol>
<b>"Controlled Parking Zones Contribution"</b>	<p>means the sum of £100,000 (ONE HUNDRED THOUSAND POUNDS) Indexed towards the Council carrying out one or more reviews and parking modelling of the existing controlled parking zone A, T and H (made by traffic management orders under the Road Traffic Regulation Act 1984 as amended) and implementation of any mitigation measures involving changes to CPZ A, T and H shown for identification purposes marked on Plan 4 and the implementation of any changes pursuant to that review</p>
<b>"Cycle Hire Contribution"</b>	<p>means the sum of £157,000 (ONE HUNDRED AND FIFTY-SEVEN THOUSAND POUNDS) Indexed towards the Mayor of London's Cycle Hire Scheme</p>
<b>"Draw Dock Contribution"</b>	<p>means the sum of £100,000 (ONE HUNDRED THOUSAND POUNDS) Indexed towards re-opening the Draw Dock adjacent to the Site to allow public access to the river, including the preparation of a feasibility study to assess viable uses, a flood risk strategy and a maintenance and cleaning strategy to ensure the dock remains in safe and tidy condition</p>
<b>"Education Contribution"</b>	<p>means the sum of £300,000 (THREE HUNDRED THOUSAND POUNDS) Indexed towards education facilities and initiatives within the Central Hammersmith Area</p>
<b>"Emergency Services Contribution"</b>	<p>means the sum of £420,000 (FOUR HUNDRED AND TWENTY THOUSAND POUNDS) towards emergency services within the Borough including police and fire services and community safety team</p>
<b>"Employment and Training Contribution"</b>	<p>means the sum of £305,000 (THREE HUNDRED AND FIVE THOUSAND POUNDS) Indexed towards the Council's work in maximising job opportunities for</p>

	local people such as employment, training, apprenticeship opportunities, outreach programmes (schools) including but not limited to the construction of the Development and the uses permitted by the Planning Permission including compensation to mitigate against the impact of the loss of employment floorspace
<b>"Flood Defences Contribution"</b>	means the sum of £20,000 (TWENTY THOUSAND POUNDS) Indexed towards flood defences to ensure that the statutory flood defence will be maintained at a minimum crest level of 5.54 metres during and after construction of the Site
<b>"Healthcare Contribution"</b>	means the sum of £422,000 (FOUR HUNDRED AND TWENTY TWO THOUSAND POUNDS) Indexed towards healthcare facilities in the Borough
<b>"Parks Contribution"</b>	means the sum of £522,000 (FIVE HUNDRED AND TWENTY TWO THOUSAND POUNDS) Indexed towards local parks, playgrounds, public realm and amenity space in the Borough
<b>"Riverside Studios Sum"</b>	means the sum of £7,000,000 (SEVEN MILLION POUNDS) payable to the Leaseholder to facilitate the fitting out of Riverside Studios so that they can be used by the Leaseholder as a mixed arts venue (including performance, theatre and cinema) in accordance with its lease of such premises and to enable such premises to be made accessible to members of the public
<b>"Sports Facility Contribution"</b>	means the sum of £425,000 (FOUR HUNDRED AND TWENTY FIVE THOUSAND POUNDS) Indexed towards sporting facilities, play equipment and leisure or recreational facilities within the Borough
<b>"Trees Replacement Contribution"</b>	means the sum of £5,000 (FIVE THOUSAND POUNDS) Indexed towards the removal of two existing semi mature trees on Crisp Road and the provision of replacement trees elsewhere on the Development frontage

### 1.1 Draw Dock

- 1.1.1 Not to Commence the Development unless the Draw Dock Contribution has been paid to the Council.
- 1.1.2 To clean or procure the cleaning (which shall comprise the removal of debris and litter) of the Draw Dock on a fortnightly basis following first Occupation of the Development.

### 1.2 Flood Defences Contribution

Not to Commence the Development unless the Flood Defences Contribution has been paid to the Council.

### 1.3 Emergency Services Contribution

Not to Occupy the Development unless the Emergency Services Contribution has been paid to the Council.

**1.4 Employment and Training Contribution**

1.4.1 Not to Occupy the Development without first paying the Employment and Training Contribution to the Council.

**1.5 Education Contribution**

1.5.1 Not to Commence the Development unless 80% of the Education Contribution has been paid to the Council.

1.5.2 Not to Occupy any part of the Development unless 20% of the Education Contribution has been paid to the Council.

**1.6 Parks Contribution**

1.6.1 Not to Occupy the Development unless the Parks Contribution has been paid to the Council.

**1.7 Healthcare Contribution**

1.7.1 Not to Commence the Development unless 80% of the Healthcare Contribution has been paid to the Council.

1.7.2 Not to Occupy any part of the Development unless 20% of the Healthcare Contribution has been paid to the Council.

**1.8 Sports Facility Contribution**

1.8.1 Not to Commence the Development unless 50% of the Sports Facility Contribution has been paid to the Council.

1.8.2 Not to Occupy any part of the Development (other than the Riverside Studios) unless 50% of the Sports Facility Contribution has been paid to the Council.

**1.9 Cycle Hire Contribution**

Not to Occupy the Development unless the Cycle Hire Contribution has been paid to the Council.

**1.10 Controlled Parking Zones Contribution**

Not to Commence the Development unless the Controlled Parking Zones Contribution has been paid to the Council.

**1.11 Trees Replacement Contribution**

Not to Commence the Development unless the Trees Replacement Contribution has been paid to the Council.

**1.12 Riverside Studios**

**Funding**

1.12.1 The Owner and the Developer will pay the Riverside Studios Sum to the Leaseholder no later than 18 (EIGHTEEN) months after the date on which the Owner (or its nominee) acquires the Council's freehold interest in the Site.

**Notification**

1.12.2 The Owner and the Developer will notify the Head of Development Management that the Riverside Studios Sum has been paid to the Leaseholder no later than 14 (FOURTEEN) days after the date of payment, quoting reference number 2013/03799/FUL.

**Restriction on Occupation**

1.12.3 Not to Occupy or permit Occupation of any of the Dwellings unless the Riverside Studios Sum has been paid to the Leaseholder.

### SCHEDULE 3

#### Highway Works

The Owner and the Developer covenant with the Council as follows:

Relevant Definitions:

<b>"Estimated Highways Payment"</b>	a sum equivalent to the anticipated total reasonable costs of the Highways Works as reasonably estimated by the Director of Transport and Highways taking into account each of the elements specified in paragraph 1.2
<b>"Highways Works"</b>	the highways works to be carried out by the Council as described in Appendix 2

#### 1. Highways Works

##### Payment of Estimated Highways Payment

- 1.1 Not to Occupy or permit Occupation of any part of the Development until the Estimated Highways Payment has been made to the Council.

##### Items covered by the Estimated Highways Payment

- 1.2 To pay to the Council in accordance with paragraph 1.3 below the reasonable and proper costs of carrying out the Highways Works including:
- 1.2.1 The total costs of any reasonably required alteration (but not improvement) to statutory undertakers' plant and equipment necessitated by the Highways Works; and
  - 1.2.2 Any taxes properly payable by the Council in respect of the Highways Works; and
  - 1.2.3 The total costs reasonably incurred by the Council in designing, specifying, estimating the cost of, administering, inspecting and supervising the Highways Works; and
  - 1.2.4 The total reasonably and properly substantiated material, plant and labour costs of carrying out the Highway Works; and
  - 1.2.5 The total reasonably and properly substantiated cost of street furniture and street infrastructure requiring alteration as a result of the Highways Works; and
  - 1.2.6 The total costs reasonably incurred by the Council in the procedure (including for the avoidance of any doubt the costs involved in any necessary public inquiry) for the making or varying of any traffic regulation orders necessitated by the Highways Works.

### Timing of payment

1.3 To pay to the Council the reasonable and proper costs of carrying out the Highways Works as specified in paragraph 1.2 above in the following manner:

1.3.1 Within 28 (twenty eight) days of Commencement of Development the sum of £5,000 (FIVE THOUSAND POUNDS) being the Director of Transport and Highways' reasonable estimate of the Council's expenses in respect of the following elements:

- (a) In preparing detailed design and layout drawings of the Highway Works; and
- (b) In estimating the cost of the civil works element of the Highway Works; and
- (c) Making enquiries of all statutory undertakers as to whether they have any apparatus which may be affected by the carrying out of the Highways Works; and
- (d) Upon receipt of the statutory undertakers' estimates, assessing the estimated cost of the Highway Works.

1.3.2 Within 28 (twenty eight) days after receipt by the Owner or Developer of a request by the Council the Owner or Developer shall pay the Council the Estimated Highways Payment (which shall include an allowance for the sum paid to the Council pursuant to paragraph 1.3.1 above).

1.3.3 If at the completion of the Highways Works (evidenced by the issue by the Director of Transport and Highways of a certificate of substantial completion) and provided that the total reasonable and proper actual costs of the Highways Works have been established such costs shall have exceeded the Estimated Highways Payment the Owner shall within 28 (twenty eight) days of written demand pay to the Council the difference between the actual reasonable and proper total costs of the Highways Works and the Estimated Highways Payment ("**Final Highways Payment**").

1.3.4 In the event that a public inquiry is caused as a result of changes sought to any road traffic regulation order necessitated by the Highways Works the Council shall be entitled to make requests for interim payments from the Owner to cover the ongoing costs of an inquiry such costs to be paid within 28 (twenty eight) days of receipt of request.

### Access to the Site

1.4 Upon the Council giving the Owner prior reasonable notice in writing of its intention to enter the Site for the purpose of carrying out all or part of the Highways Works the Owner shall give to the Council all reasonable and necessary access to enter onto the Site to carry out the Highways Works.

**2. Indemnity**

2.1 The Owner also hereby agrees to indemnify the Council against all claims under Part I and Part II of the Land Compensation Act 1973 (including claims the Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988)) arising from the execution of the Highways Works PROVIDED THAT:

- 2.1.1 the Council shall notify the Owner within a reasonable time upon receipt of any action claim demand expense or proceedings in respect of which it intends to make a claim on the Owner under this paragraph and shall properly deal with any such action claims demand expense or proceedings when received; and
- 2.1.2 the Council shall provide details of any action claims demand expense or proceedings and (before settling any such claim) shall have regard to any representations made by the Owner in respect of (but not limited to) the amount to be paid by the Council and reimbursed by the Owner under this paragraph.

## SCHEDULE 4

### Transport Policy

#### Relevant Definitions:

<b>"Blue Badge Holder"</b>	means the holder of a disabled parking badge issued pursuant to The Disabled Persons (Badges for Motor Vehicles) (England) Regulations 2000 (as amended)
<b>"Car Club"</b>	means a scheme which gives members of a car club access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis
<b>"Car Club Membership"</b>	means free membership of a Car Club for a period of 1 (one) year commencing from the date of first Occupation of the Dwellings, such memberships to be made available to the Occupeiars of the Dwellings eligible for membership pursuant to the Residential Travel Plan and in any event under the rules of the applicable Car Club and to be provided on the basis of an allocation of one free allocation of one free membership per Dwelling up to the combined value of five thousand pounds (£5000.00)
<b>"Parking Permit"</b>	means a permit issued by the Council to a resident of the Borough to permit the parking of a motor vehicle on the highway in the Borough
<b>"Residential Travel Plan"</b>	means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the residential units of the Development (or such part of the Development as the case may be) and such plan shall include provision for Car Club Membership



<p><b>“Riverside Studios Travel Plan”</b></p>	<p>means a plan to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to Riverside Studios including the A3 café/restaurant and Cinema</p>
<p><b>“TRAVL”</b></p>	<p>means a unique, multi-modal trip generation database specifically for London developed by the London Research Centre in conjunction with the London Boroughs and used by planners working on projects across London to estimate the effect of proposed changes in land use on transport patterns and, in particular, on the amount of road traffic in an area</p>

**Part 1**

**Riverside Studios**

The Leaseholder covenants with the Council as follows:

**1. Riverside Studios Travel Plan**

**Submission, approval and payment**

- 1.1 Not to Occupy or permit the Occupation of any part of the Riverside Studios until the Riverside Studios Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed); and payment of the Riverside Studios Travel Plan monitoring cost of £2,000 (TWO THOUSAND POUNDS) has been made to the Council.

**TRAVL compliance**

- 1.2 That the Riverside Studio Travel Plan shall be compliant with the London wide monitoring methodology TRAVL.

### **Re-submission**

- 1.3 That in the event that the Council refuses to approve the Riverside Studios Travel Plan the Owner shall submit a revised Riverside Studios Travel Plan for approval under paragraph 1.1 above having taken into account the reasons for refusal given by the Council in that regard.

### **Implementation**

- 1.4 To implement and operate the Riverside Studios Travel Plan from the date it is approved by the Council in accordance with paragraph 1.1.

### **Review**

- 1.5 To review the Riverside Studios Travel Plan on the first, third and fifth anniversary of the first Occupation of the Development, and submit details of each review to the Council within 7 (seven) days of completion of the review and to implement and operate any changes which are necessary and reasonable to improve the Riverside Studios Travel Plan following such review.
- 1.6 Upon each review of the Riverside Studios Travel Plan on the first, third and fifth anniversaries of the first Occupation of the Development to pay to the Council the sum of £2,000 (TWO THOUSAND POUNDS) for the purposes of reviewing the Riverside Studios Travel Plan.

## Part 2

### Residential Floorspace

The Owner and the Developer covenant with the Council as follows:

#### 2. Residential Travel Plan

##### Submission, approval and payment

- 2.1 Not to Occupy or permit the Occupation of any Dwelling until the Residential Travel Plan has been submitted to and approved in writing by the Council and payment of the Residential Travel Plan monitoring cost of £2,000 (TWO THOUSAND POUNDS) has been made to the Council.

##### TRAVL compliance

- 2.2 That the Residential Travel Plan shall be compliant with the London wide monitoring methodology TRAVL.

##### Re-submission

- 2.3 That in the event that the Council refuses to approve the Residential Travel Plan, the Owner shall submit a revised Residential Travel Plan for approval under paragraph 2.1 above having taken into account the reasons for refusal given by the Council in that regard.

##### Implementation

- 2.4 To implement and operate the Residential Travel Plan from the date it is approved by the Council in accordance with paragraph 2.1.

##### Review

- 2.5 To review the Residential Travel Plan on the first, third and fifth anniversary of the first Occupation of the Development, and submit details of each review to the Council within 7 (seven) days of completion of the review and to implement and operate any changes which are reasonable and necessary to improve the Residential Travel Plan following such review.
- 2.6 Upon each review of the Residential Travel Plan on the first, third and fifth anniversaries of the first Occupation of the Development to pay to the Council the sum of £2,000 (TWO THOUSAND POUNDS) for the purposes of reviewing the Residential Travel Plan.

## Part 3

### Parking Permit Provisions

The Owner and the Developer covenant with the Council as follows:

#### **No rights to Parking Permits**

- 3.1 Not to Occupy or permit Occupation by an Owner or Occupier of a Dwelling (other than a Blue Badge Holder) who applies for a Parking Permit in relation to such Dwelling for any controlled parking zones in the Borough and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council's Head of Development Management in writing immediately thereafter.

#### **Notification to Occupiers**

- 3.2 That all material utilised for advertising or marketing each and every individual Dwelling within the Development for letting or sale will make it clear to prospective owners, tenants and occupiers that no Parking Permit (other than for a Blue Badge Holder) will be issued by the Council for any Dwelling.
- 3.3 That each lease, tenancy agreement, licence and any other instrument granting a right to occupy any Dwelling within the Site shall contain a statement that under this Agreement no Occupier (other than a Blue Badge Holder) of any Dwelling within the Site will be entitled to apply for or hold a Parking Permit and if issued with such a Parking Permit such Occupier shall surrender within 7 (seven) days of receipt.

## SCHEDULE 5

### Servicing and Deliveries

Relevant definitions:

<b>“Residential Servicing and Deliveries Plan”</b>	means a management plan for regulating the servicing of and deliveries to the Development including the Dwellings but not including Riverside Studios and addressing but not limited to those heads of management set out in paragraph 2 of this Schedule
<b>“Riverside Studios Servicing and Deliveries Plan”</b>	means a management plan for regulating the servicing of and deliveries to the Riverside Studios addressing but not limited to those heads of management set out in paragraph 1 of this Schedule

#### Part 1

#### Riverside Studios

The Leaseholder covenants with the Council as follows:

**1. Riverside Studios Servicing and Deliveries Plan**

**Submission and approval**

- 1.1 Not to Occupy or permit or allow Occupation of any part of the Riverside Studios unless and until the Riverside Studios Servicing and Deliveries Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

**Contents of plan**

- 1.2 The Riverside Studios Servicing and Deliveries Plans shall include:
- (i) methods of controlling, monitoring and enforcement of servicing the Riverside Studios within the servicing yard, basement car park and public highway for reception deliveries;
  - (ii) method of appointment and duties of a service manager;
  - (iii) provisions relating to the location and timing of deliveries;
  - (iv) provisions relating to the mitigation of the impacts of servicing on the public highway;
  - (v) promotion of low goods vehicles and not heavy goods vehicles;
  - (vi) refuse and recycling provision and management;

- (vii) delivery and servicing profile and timeslot allocations.

**Re-submission**

- 1.3 That in the event that the Council refuses to approve the Riverside Studios Servicing and Deliveries Plan, the Leaseholder shall submit a revised Riverside Studios Servicing and Deliveries Plans for approval under paragraph 1.1 above having taken into account the reasons for refusal given by the Council in that regard.

**Implementation**

- 1.4 That once the Riverside Studios Servicing and Deliveries Plan has been approved by the Council to implement the Riverside Studios Servicing and Deliveries Plan as approved on the Occupation of the Riverside Studios.

**Review**

- 1.5 To review the Riverside Studios Servicing and Deliveries Plan annually for a period of five years following the first Occupation of the Riverside Studios.
- 1.6 To submit to the Council details of each review within 7 days of completion of the review and to implement and operate any changes which are reasonable and necessary to improve the Riverside Studios Servicing and Deliveries Plan following such review.

**Residential Servicing and Deliveries Plan**

- 1.7 If the Residential Servicing and Deliveries Plan is submitted to the Council pursuant to paragraph 2.1 below before the Riverside Studios Servicing and Deliveries Plan is submitted to the Council pursuant to paragraph 1.1 above, the Leaseholder will provide a draft of the Riverside Studios Servicing and Deliveries Plan to the Council as soon as reasonably practicable after the Residential Servicing and Deliveries Plan is submitted to assist the Council in its consideration of the Residential Servicing and Deliveries Plan.
- 1.8 The Council will not approve the Residential Studios Servicing and Deliveries without reviewing the draft Riverside Studios Servicing and Deliveries Plan.
- 1.9 The Leaseholder will be permitted to amend the draft Riverside Studios Servicing and Deliveries Plan ahead of submission pursuant to paragraph 1.1 above however any amendments should have full regard to the approved Residential Servicing and Deliveries Plan.

## Part 2

### Residential Floorspace

The Owner and the Developer covenant with the Council as follows:

#### 2. Residential Servicing and Deliveries Plan

##### Submission and approval

- 2.1 Not to Occupy or permit or allow Occupation of any of the Dwellings unless and until the Residential Servicing and Deliveries Plan has been submitted to and approved in writing by the Council.

##### Contents of plan

- 2.2 The Residential Servicing and Deliveries Plan shall include:

- (i) methods of controlling, monitoring and enforcement of servicing for the Dwellings;
- (ii) method of appointment and duties of a service manager;
- (iii) provisions relating to the location and timing of deliveries;
- (iv) provisions relating to the mitigation of the impacts of servicing on the public highway;
- (v) promotion of low goods vehicles and not heavy goods vehicles;
- (vi) refuse and recycling provision and management.

##### Re-submission

- 2.3 That in the event that the Council refuses to approve the Residential Servicing and Deliveries Plan, the Owner and the Developer shall submit a revised Residential Servicing and Deliveries Plan for approval under paragraph 2.1 above having taken into account the reasons for refusal given by the Council in that regard.

##### Implementation

- 2.4 That once the Residential Servicing and Deliveries Plan has been approved by the Council to implement the Residential Servicing and Deliveries Plan as approved on the Occupation of Residential Floorspace.

##### Review

- 2.5 To review the Residential Servicing and Deliveries Plan annually for a period of five years following the first Occupation of the Residential Floorspace.

- 2.6 To submit to the Council details of each review to the Council within 7 (seven) days of completion of the review and to implement and operate any reasonable changes agreed with the Council to improve the Residential Servicing and Deliveries Plan following such review.

**Riverside Studios Servicing and Deliveries Plan**

- 2.7 If the Riverside Studios Servicing and Deliveries Plan is submitted to the Council pursuant to paragraph 1.1 above before the Residential Servicing and Deliveries Plan is submitted to the Council pursuant to paragraph 2.1 above the Owner will provide a draft of the Residential Servicing and Deliveries Plan to the Council as soon as reasonably practicable after the Riverside Studios Servicing and Deliveries Plan is submitted to assist the Council in its consideration of the Riverside Studios Servicing and Deliveries Plan.
- 2.8 The Council will not approve the Riverside Studios Servicing and Deliveries Plan without first reviewing the draft Residential Servicing and Deliveries Plan.
- 2.9 The Owner will be permitted to amend the draft Residential Servicing and Deliveries Plan ahead of submission pursuant to paragraph 1.1 above however any amendments should have full regard to the approved Riverside Studios Servicing and Deliveries Plan.



## SCHEDULE 6

### Affordable Housing

The Owner and the Developer covenant with the Council:

Relevant Definitions:

"Affordable Housing "	means residential accommodation for rent or sale where the price is discounted so that it can be afforded by persons or families who cannot afford to buy general market housing
"Affordable Housing Contribution"	means the sum of £408,000.00 (FOUR HUNDRED AND EIGHT THOUSAND POUNDS) Indexed towards the provision of Affordable Housing within the Borough

1. **Affordable Housing Contribution**
- 1.1 Not to Commence the Development without first paying to the Council 80% (eighty percent) of the Affordable Housing Contribution.
- 1.2 Not to Occupy any part of the Development (other than the Riverside Studios) without first paying to the Council 20% (twenty percent) of the Affordable Housing Contribution.

## SCHEDULE 7

### Wheelchair Units

The Owner and the Developer covenant with the Council:

Relevant Definitions:

"Marketing Period"	means a minimum period of 6 (six) months
"Wheelchair Units"	means the 17 (seventeen) Dwellings which shall be designed to be accessible or easily adaptable to residents who are wheelchair users and "Wheelchair Unit" shall be construed accordingly

#### Construction

- 1.1 Not to Occupy or permit the Occupation of any Dwelling comprised in the Development until the Wheelchair Units have been constructed and designed to allow for adaptation to wheelchair use.

#### Marketing for initial sales

- 1.2 To use reasonable endeavours to market the Wheelchair Units to wheelchair users for a period commencing no later than the date being two months from the Commencement of Development of the Dwellings for the Marketing Period provided that in the event that agreements for the sale or lease of any of Dwellings have not been exchanged by the end of the Marketing Period then the Marketing Period shall be extended to a date being the earlier of the date agreements for sale or lease have been exchanged for all Dwellings and the date 45 (forty five) days prior to Practical Completion of the last Dwelling.
- 1.3 That the marketing referred to in Paragraph 1.2 of this Schedule to this Agreement shall be conducted to ensure that the units are marketed to as wide an audience as possible by including information in general sale and other marketing brochures as to which Wheelchair Units are wheelchair adaptable and advertising in national and local media as appropriate including a relevant national accessible property website and a magazine aimed at an older readership and in liaison with appropriate agencies including the Council's Re-housing Options Team and that the marketing details shall

include a separate marketing brochure specifically aimed at wheelchair users which will have indication of room sizes and kitchens specification.

- 1.4 To submit to the Head of Development Management details of the marketing undertaken pursuant to Paragraph 1.2 of this Schedule to this Agreement above supported by such evidence as the Council may reasonably require such information to include the date of first advertisement and first website posting of each Wheelchair Unit the date of release of any such unit which is not allocated to a wheelchair user household onto the wider market and the date on which an offer is made on any released unit.

**Provision of additional units**

- 1.5 If during the Marketing Period more than eight potential purchasers express interest in purchasing a Dwelling which is a Wheelchair Unit then the Owner shall use reasonable endeavours to provide a number of additional wheelchair units equal to that for which disability facilities grant is available from the Council or from any other source AND FOR THE AVOIDANCE the Owner shall not be obliged contribute towards the adaptation of any additional wheelchair units.

**Retention of internal design**

- 1.6 The Wheelchair Units shall permanently retain their internal (walls and corridors) irrespective of whether or not they are initially disposed of for such purpose.

**Marketing for re-sales**

- 1.7 Prior to the resale of any of the Wheelchair Units, the Owner will ensure that all marketing materials advertising the sale of the respective Wheelchair Unit state that the respective Wheelchair Unit is wheelchair accessible.

## SCHEDULE 8

### Car Park Management

The Owner, the Developer and the Leaseholder covenant with the Council:

Relevant Definitions:

<b>"Car Park Management Plan"</b>	means a document detailing the management and access arrangement for the basement car parking which should include amongst other details a plan showing the layout of the car parking spaces, disabled persons spaces and the allocation between residential properties' and Riverside Studios' car parking spaces, the provision and flexible use of disabled persons spaces, the fact that all Dwellings with only one bedroom should not be permitted to park on the Site, that priority to parking spaces should be given to Blue Badge Holder, Owners of Dwellings with three bedrooms and then Owners of Dwellings with two bedrooms, parking permits, leasing of spaces and use of the car parking spaces, details of electrical charging points which should be line with the London Plan (20% passive and 20% active) and allocation and control measures within the car park and access to the car park.
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**1. Car Park Management Plan**

**Submission and approval**

- 1.1 Not to Occupy any part of the Development unless and until the Car Park Management Plan has been submitted to and approved in writing by the Council.

### **Re-submission**

- 1.2 That in the event that the Council refuses to approve the Car Park Management Plan, the Owner shall submit a revised Car Park Management Plan for approval under paragraph 1.1 above having taken into account the reasons for refusal given by the Council in that regard.

### **Implementation**

- 1.3 To implement and operate the Car Park Management Plan from the date that it is approved in accordance with paragraph 1.1 of this Schedule for the lifetime of the Development.

### **Use of car park**

- 1.4 Not to use the car park otherwise than in accordance with the Car Park Management Plan.

### **Review**

- 1.5 To review the Car Park Management Plan annually for five years following the first Occupation of the Development, and submit details of each review to the Council within 7 (seven) days of completion of the review and to implement and operate any changes which are reasonable and necessary to improve the Car Park Management Plan following such review.

## SCHEDULE 9

### Riverside Walkway Works

The Owner and the Developer covenant with the Council:

Relevant Definitions:

<b>"Maintenance Period"</b>	means the period of 12 (twelve) months commencing from the issue of the Riverside Walkway Certificate of Substantial Completion
<b>"Riverside Walkway"</b>	means the Riverside Walkway as shown shaded blue on on Plan 5
<b>"Riverside Walkway Works"</b>	means the works to the area hatched black on Plan 5 and described in Appendix 4
<b>"Statutory Undertaker"</b>	means "statutory undertaker" as defined by Section 262 of the Act and Article 1(2) of the Town and Country Planning (General Permitted Development) Order 1995

#### 1 General Obligations

##### Completion of Riverside Walkway Works

- 1.1 Not to Occupy or permit the Occupation of the Development unless the Riverside Walkway Works have been completed and the Riverside Walkway has opened and been made available for pedestrian and cyclist use by the public to pass and repass through the Riverside Walkway without hindrance or interruption and thereafter to make it available for the same use and the Council has issued the Riverside Walkway Certificate of Substantial Completion.

##### No triggering of Commencement

- 1.2 The Parties acknowledge that if the Owner commences work on the Riverside Walkway before Commencement of Development, the Riverside Walkway Works shall not trigger Commencement of Development for the remainder of this Agreement.

##### Submission and approval of details

- 1.3 Not to commence the Riverside Walkway Works until:

- 1.3.1 a full set of drawings detailing the Riverside Walkway Works;
- 1.3.2 details of materials proposed to be used in constructing the Riverside Walkway Works, including, if required by the Director of Transport and Highways the provision of material samples;
- 1.3.3 a statement detailing:
  - 1.3.3.1 proposed sequence of the Riverside Walkway Works; and
  - 1.3.3.2 methods to be used in constructing the Riverside Walkway Works (method statement); and
- 1.3.4 a programme of works

have been submitted to and approved in writing by the Director of Transport and Highways.

**Use of suitable contractors**

- 1.4 Not to Commence the Riverside Walkway Works without first submitting to the Council details of and obtaining its written approval that the contractor/s that it proposes to employ to carry out the Riverside Walkway Works are suitably experienced and competent to undertake the relevant work and shall not

**Necessary consents and approvals**

- 1.5 Before commencing the Riverside Walkway Works the Owner shall:
  - 1.5.1 obtain all necessary consents from all relevant statutory authorities (environment agency etc.) including surface water discharges; and
  - 1.5.2 submit to the Council and obtain its written approval of a method statement for alternate pedestrian and cyclist access to the river during the construction period of the Riverside Walkway Works and thereafter the Owner shall implement such approved method statement on commencement of the Riverside Walkway Works.

**Indemnities**

- 1.6 The Owner shall indemnify the Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Riverside Walkway Works other than those arising out of or in consequence of any neglect or default of the Council PROVIDED THAT:

1.6.1 the Council shall notify the Owner within a reasonable time upon receipt of any action claim demand expense or proceedings in respect of which it intends to make a claim on the Owner under this paragraph and shall properly deal with any such action claims demand expense or proceedings when received; and

1.6.2 the Council shall provide details of any action claims demand expense or proceedings and (before settling any such claim) shall have regard to any representations made by the Owner including (but not limited to) in respect of the amount to be paid by the Council and reimbursed by the Owner under this paragraph.

1.7 The Owner shall indemnify the Council in respect of all actions claims demands expenses and proceedings arising out or in connection with or incidental to the breach of the Owner's obligations in paragraph 1.8 of this Schedule.

#### **Insurance**

1.8 The Owner shall not commence any part of the Riverside Walkway Works or permit the same by its employees contractors or agents including site preparation and the construction of enclosures or introduction of any plant or equipment on the Site or on the access roads leading to the Site until it has procured the provision by its contractor of an insurance policy with an insurance company approved by the Council's Executive Director of Finance to cover public liability in the sum of not less than £5,000,000.00 (five million pounds) and employers liability of not less than £10,000,000 (ten million pounds).

1.9 The Owner shall ensure that the interest of the Council is endorsed by letter with reference to the insurance policy and to supply evidence to the Council on request of the above and also of payment of the premium due from time to time.

1.10 At all times up to and following the issue of the Riverside Walkway Final Certificate, the Owner shall ensure that the riverwall and the subsoil and other areas beneath the surface of the Riverside Walkway are maintained in good condition and to the satisfaction of the Council subject to the Owner having all necessary rights and powers to be able to carry out any required maintenance works.

#### **Step-in rights**

1.11 If the Owner fails to execute or complete the whole or part of the Riverside Walkway in accordance with the obligations herein the Council shall after not less than 28 (twenty eight) days notice in writing to the Owner be entitled to execute or complete the works in default by its own employees or by contract or otherwise and to recover the reasonable cost as certified by the Director of Transport and Highways from the Owner.



## **Administration and Supervision**

- 1.12 The Owner shall during the carrying out of the Riverside Walkway Works give to the Director of Transport and Highways and any other officer of the Council access to every part of the Riverside Walkway Works for the purpose of inspecting them and all materials used or intended to be used in them SUBJECT ALWAYS to the Director of Transport and Highways complying with the Owner's reasonable requirements and instructions in relation to health and safety matters PROVIDED ALWAYS that the reasonableness of any such requirements by the Owner shall be determined taking into account the requirements of and duties of care resulting from Sections 3 and 4 Health and Safety at Work Act 1974 as they apply to the Owner.

### **Estimate of costs**

- 1.13 The said drawings etc. referred to in paragraph 1.3 above shall be accompanied by the Owner's estimate of the likely construction costs of the Riverside Walkway Works ("**Riverside Walkway Estimated Cost**") and submitted in sufficient detail to enable the Director of Transport and Highways to assess and approve (such approval not to be unreasonably withheld or delayed).

### **Payment of supervision fee**

- 1.14 Not to commence the Riverside Walkway Works unless 5% (five percent) of the Riverside Walkway Estimated Cost, which shall be a fee ("**Riverside Walkway Supervision Fee**") in respect of the reasonable and proper costs of the Director of Transport and Highways for the administration the checking of design the supervising and approving of any works to the Riverside Walkway up to their adoption in accordance with paragraph 1.30 below ("**the Riverside Walkway Supervision Works**"), has been paid to the Council.
- 1.15 If the actual cost of the Riverside Walkway Supervision Works as certified by the Director of Transport and Highways is more than the Riverside Walkway Supervision Fee in respect of the Riverside Walkway to pay to the Council within 28 (twenty eight) days of demand and in any event before the issue of the Riverside Walkway Final Certificate the difference between the actual cost and the Riverside Walkway Supervision Fee.

### **Surety covenant**

- 1.16 Prior to the commencement of the Riverside Walkway Works, the Owner shall procure a surety covenant in favour of the Council from one of the following four clearing banks namely Barclays Bank PLC, National Westminster PLC, Lloyds Bank PLC or HSBC PLC such surety covenant to be substantially in the same form as the draft set out in the Appendix 4 and such sum in 1.1.2 therein shall be the same as the Riverside Walkway Estimated Cost.

### **Statutory Undertakers**

- 1.17 Prior to the commencement of the Riverside Walkway Works, the Owner shall procure that notice is given to each person, company, board or authority being the Statutory Undertaker for the time being as well as any statutory authorities/bodies associated with the River Thames, of any apparatus laid in upon or under any highway to which it is proposed to connect the Riverside Walkway or laid in upon or under any part of the proposed Riverside Walkway of the proposal to carry out the Riverside Walkway Works or to make such connection as if the Riverside Walkway Works or connection were a major highway works within the meaning of section 86 of the New Roads and Street Works Act 1991.
- 1.18 Sections 84 and 85 of the New Roads and Street Works Act 1991 shall be construed as if references to the highway authority were references to the Owner who shall indemnify the Council in respect of the cost of any works or measures reasonably required by the Statutory Undertaker (which may include diversions or alteration to Statutory Undertaker's plant and equipment) and which are necessary in consequence of the proposal to carry out the Riverside Walkway Works or to make such connection PROVIDED THAT:
- 1.18.1 the Council shall notify the Owner immediately upon receipt of any action claim demand expense or proceedings in respect of which it intends to make a claim on the Owner under this paragraph and shall properly deal with any such action claim demand expense or proceedings when received; and
- 1.18.2 the Council shall provide details of any action claim demand expense or proceedings and (before settling any such claim) shall have regard to any representations made by the Owner including (but not limited to) in respect of the amount to be paid by the Council and reimbursed by the Owner under this paragraph.

### **Maintenance and Certification**

- 1.19 At no cost to the Council to repair and carry out other necessary works to the river wall adjacent to the Riverside Walkway and to paint all existing buildings and hoardings fronting the Riverside Walkway up to a height of 3 (three) metres with anti-graffiti paint within 6 (six) months of the date of Commencement of Development and thereafter to maintain the said wall in a good state of repair and condition.

### **Notification of completion**

- 1.20 Following completion of the Riverside Walkway to give the Director of Transport and Highways written notice of its completion.

### **Certificate of Substantial Completion**

- 1.21 The Riverside Walkway shall be deemed to be completed when the Director of Transport and Highways issues a certificate of substantial completion for each part ("**Riverside Walkway Certificate of Substantial Completion**") to the Owner.

### **Public use**

- 1.22 Following the issue of the Riverside Walkway Certificate of Substantial Completion the Riverside Walkway shall become a public footpath and remain forever open for use by the public at large.

### **No obstructions**

- 1.23 From the date of issue of the Riverside Walkway Certificate of Substantial Completion by the Director of Transport and Highways unless otherwise agreed in writing with the Council no barrier or other structure shall be erected at the boundaries or anywhere within the Riverside Walkway which runs within the Site so as to obstruct the free and uninterrupted passage of the public.

### **Making good defects**

- 1.24 Following the issue of the Riverside Walkway Certificate of Substantial Completion to maintain the Riverside Walkway during the Maintenance Period and up until the Riverside Walkway Final Certificate has been issued for the Riverside Walkway at its own expense including all grassed and planted areas and associated lighting and street furniture and to reinstate and make good any defect or damage which may have arisen during the Maintenance Period or may have been notified in writing by the Director of Transport and Highways.

### **Final Certificate**

- 1.25 At the end of the Maintenance Period to apply for a certificate of final completion of each part ("**Riverside Walkway Final Certificate**") from the Director of Transport and Highways.

### **Acknowledgements**

- 1.26 The Owner shall remain the street manager for the purposes of section 49(4) of the New Roads and Street Works Act 1991 until such time as the Riverside Walkway shall have become a highway/s maintainable at the public expense.
- 1.27 Before the issue of the Riverside Walkway Final Certificate by the Director of Transport and Highways the Owner shall provide the Council with evidence to show that where necessary drainage rights in

respect of such parts of the surface water drainage system of the Riverside Walkway as are situated outside the limits of the Riverside Walkway have been obtained.

1.28 The Council shall not be liable for the payment of compensation or legal or any other costs arising on account of the grant of such rights and the execution of the necessary deed/s.

1.29 The Owner declares and warrants to the Council that it has and will maintain throughout the duration of this Agreement full right liberty and consent to carry out such works as may be necessary to connect the Riverside Walkway to a highway/s.

#### **Dedication and adoption**

1.30 Following the issue of the Riverside Walkway Final Certificate (the Riverside Walkway having been completed by the Owner or the Council as the case may be) the Owner shall immediately dedicate and the Council shall immediately adopt the Riverside Walkway as highway maintainable at public expense and this Agreement together with the Riverside Walkway Final Certificate shall be sufficient evidence of the Owner's dedication and the Council's adoption of the land as highway maintainable at public expense.

1.31 For the avoidance of doubt, the Parties agree that the dedication and adoption of the Riverside Walkway as highway maintainable at public expense shall not include any part of the river wall.

## SCHEDULE 10

### Community Uses Strategy

The Leaseholder covenants with the Council:

Relevant Definitions:

"Alternative Community Uses Strategy"	means the strategy for community use of the River Studios which shall apply while an alternative Occupier is in Occupation
"Eligible Users"	means a school or local community group within 0.5 miles of Riverside Studios situated in or operating from the London Borough of Hammersmith and Fulham
"Memorandum of Understanding"	means the memorandum of understanding attached at Appendix 5
"Riverside Community Uses Strategy"	means the strategy for community use of the Riverside Studios containing the details set out in paragraph 1.3 of Schedule 10 which shall apply while the Leaseholder is in Occupation

#### Part 1

#### First Occupation of Riverside Studios

##### 1. Preparation

###### Collaboration

- 1.1 The Leaseholder will work collaboratively with the Council in the preparation of the Riverside Community Uses Strategy.

###### Memorandum of Understanding

- 1.2 The Leaseholder will have regard to the Memorandum of Understanding when preparing, submitting, implementing and reviewing the Riverside Community Uses Strategy.

###### Contents of Strategy

- 1.3 The Riverside Community Uses Strategy will include but not be limited to the following details:
- 1.3.1 the catchment area in respect of which free and/or discounted tickets may be made available to Eligible Users;
- 1.3.2 the list of Eligible Users in the catchment area;

1.3.3 the numbers of free and/or discounted tickets to be made available for distribution to Eligible Users in accordance with the Riverside Community Uses Strategy on an annual basis following first Occupation of the Riverside Studios;

1.3.4 the basis upon and timescales within which free and/or discounted tickets will be made available to Eligible Users; and

1.3.5 details of how the Leaseholder will engage with Eligible Users and work together with the Council to maximise the potential for delivering community and/or educational benefits at the Riverside Studios having regard to the principles and objectives set out in the Memorandum of Understanding.

## **2. Submission**

The Leaseholder will submit to the Council for approval the Riverside Community Uses Strategy at least 6 (six) months before first Occupation of the Riverside Studios.

## **3. Implementation**

The Riverside Studios will be operated in accordance with the Riverside Community Uses Strategy and the Memorandum of Understanding for so long as the Riverside Studios is Occupied by the Leaseholder.

## **4. Review**

### **Annual review**

4.1 The Leaseholder and the Council will review the Riverside Community Uses Strategy and the Memorandum of Understanding annually from the date of first Occupation of the Riverside Studios in order to determine whether any changes are reasonable and necessary.

### **Implementing changes**

4.2 The Leaseholder will implement such changes as are reasonable and necessary under this paragraph 4.

## Part 2

### Subsequent Occupation of Riverside Studios for Publicly Accessible Uses

#### 1. Scope

This Part 2 shall apply if the Leaseholder ceases to Occupy the Riverside Studios and a subsequent Occupier proposes to Occupy the Riverside Studios for publicly accessible uses.

#### 2. Preparation

##### Collaboration

- 2.1 The Occupier will work collaboratively with the Council in the preparation of the Alternative Riverside Community Uses Strategy.

##### Memorandum of Understanding

- 2.2 The Occupier will have regard to the Memorandum of Understanding when preparing, submitting, implementing and reviewing the Alternative Community Uses Strategy.

#### 3. Submission

The Occupier will submit to the Council for approval the Alternative Community Uses Strategy at least 6 (six) months before first Occupation of the Riverside Studios.

#### 4. Implementation

The Riverside Studios will be operated in accordance with the Alternative Community Uses Strategy and the Memorandum of Understanding for so long as the Riverside Studios is Occupied by the Occupier.

#### 5. Review

##### Annual review

- 5.1 The Occupier and the Council will review the Alternative Community Uses Strategy and the Memorandum of Understanding annually from the date of first Occupation of the Riverside Studios in order to determine whether any changes are reasonable and necessary.

##### Implementing changes

- 5.2 The Occupier will implement such changes as are reasonable and necessary under this paragraph 5.

**SCHEDULE 11**

**Council's Covenants**

The Council covenants with the Owner, the Developer and the Leaseholder:

Relevant definitions:

<b>“Social, Physical and Economic Infrastructure Purposes”</b>	<p>means towards any of the following matters needed to accommodate the level of growth as a result of the Development in the Central Hammersmith Area:</p> <ol style="list-style-type: none"> <li>1. Highways, cycle and pedestrian networks;</li> <li>2. Public transport networks including river transport;</li> <li>3. Leisure and green infrastructure;</li> <li>4. Education facilities and services;</li> <li>5. Economic development and learning;</li> <li>6. Health and well-being facilities and services;</li> <li>7. Environmental measures including sustainable energy and decontamination</li> <li>8. Community facilities and initiatives;</li> <li>9. Children services and initiatives;</li> <li>10. Community safety and security;</li> <li>11. Utilities and services; and</li> <li>12. Affordable housing.</li> </ol>
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**1. General**

**Use of contributions**

- 1.1 To use all sums received under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.



- 1.2 If any of the Sports Facility Contribution, Healthcare Contribution, Flood Defences Contribution, Emergency Services Contribution, Education Contribution or Employment and Training Contribution paid to the Council pursuant to this Agreement has not been expended by the Council for the purposes specified in this Agreement within 5 (five) years of receipt of the contribution (or any part thereof) to use such sums for the Social, Physical and Economic Infrastructure Purposes.

**Issuing planning consents**

- 1.3 To issue the Planning Permission and the Conservation Area Consent as soon as reasonably practicable.

**No unreasonableness**

- 1.4 Where the approval, satisfaction, agreement, confirmation or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Agreement such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed.

**2. Highways Works**

**Commencement and completion of Highways Works**

- 2.1 As soon as reasonably practicable upon receipt of the Estimated Highways Payment to commence the Highways Works and to complete them as expeditiously as possible.

**Certificate of completion**

- 2.2 Upon the completion of the Highways Works to issue to the Owner a certificate of substantial completion.

**Notification of actual costs**

- 2.3 As soon as reasonably practicable on the completion of the Highways Works (evidenced by the issue of a certificate of substantial completion) and the total actual costs of the Highways Works having been established the Council shall inform the Owner of the reasonable and proper total cost providing such supporting evidence as they may reasonably require.

**Balancing payment for costs**

- 2.4 If, after establishing the actual total costs of the Highways Works and notifying the Owner of such costs in accordance with paragraph 2.3 above, the Estimated Highways Payment shall have exceeded the actual total costs of the Highways Works, the Council shall within 28 (twenty eight) days

of the actual costs having been established pay to the Owner the difference between the total actual costs and the Estimated Highways Payment.

### **3. Riverside Walkway**

#### **Inspection**

- 3.1 That the Director of Highways and Transport shall inspect the Riverside Walkway as soon as reasonably practical after receiving written notice from the Owner as set out in paragraph 1.20 of Schedule 9.

#### **Certificate of Substantial Completion**

- 3.2 That upon the completion of the Riverside Walkway to the satisfaction of the Director of Transport and Highways in all respects the Director of Transport and Highways shall issue a Riverside Walkway Certificate of Substantial Completion to the Owner in respect of the Riverside Walkway.

#### **Remedying defects**

- 3.3 Upon the Owner carrying out any necessary making good of defects to the Riverside Walkway at the end of the Maintenance Period the Director of Transport and Highways shall inspect the Riverside Walkway as soon as reasonably practicable following a written request to do so by the Owner with a view to the issue of the Riverside Walkway Final Certificate.

#### **Notification of actual costs**

- 3.4 Following completion of the defects referred to in paragraph 3.3 above the Director of Transport and Highways shall certify the actual cost of the Riverside Walkway Supervision Works (for the Riverside Walkway) and if these are less than the Riverside Walkway Supervision Fee to repay the Owner within 28 (twenty eight) days of the said certification the difference between the actual cost and the Riverside Walkway Supervision Fee.

#### **Final Certificate**

- 3.5 That upon repayment by the Council of part of the Riverside Walkway Supervision Fee in accordance with paragraph 3.4 above or receipt by the Council from the Owner of monies payable in accordance with paragraph 1.15 of Schedule 9 as appropriate and upon confirmation that any sewer constructed under the Riverside Walkway has been vested in the sewerage undertaker the Director of Transport and Highways shall thereafter without delay issue a Riverside Walkway Final Certificate to the Owner.

### **Dedication and adoption**

- 3.6 That upon dedication of the Riverside Walkway by the Owner in accordance with paragraph 1.30 of Schedule 9 to this Agreement above the Council shall adopt the Riverside Walkway.
- 3.7 The Council in its role as highway authority will consider and deal without any unreasonable delay with any application to interfere with the Riverside Walkway for the purposes of maintaining the River Wall.

## **4. Community Uses Strategy**

### **Collaboration**

- 4.1 The Council will work collaboratively with the Leaseholder in the preparation of the Riverside Community Uses Strategy and with any subsequent Occupier in the preparation of the Alternative Community Uses Strategy.

### **Memorandum of Understanding**

- 4.2 The Council will have regard to the Memorandum of Understanding when approving and reviewing the Riverside Community Uses Strategy and any Alternative Community Uses Strategy.

## **5. Confirmatory Deed**

The Council will enter into the Confirmatory Deed with the relevant parties within 20 (twenty) Working Days of the date on which the Owner (or its nominee) acquires the Council's freehold interest in the Site.

## Schedule 12

### Employment and Business Support

#### Preamble

1. The covenants obligations and restrictions in this Schedule shall not in anyway require any action to be taken by any person which would amount to (or would be likely to be construed by a Court as amounting to) a breach of the Equality Act 2011 or employment and procurement legislation including but not limited to law of the European Union as may be in force at the time any job opportunity arises.
2. Nothing in this Schedule shall require any person to offer employment to any candidate who does not have the skills and knowledge necessary to perform that employment to the reasonable requirements of the employer.
3. For the purposes of this Schedule 12 only, works of demolition and/or site clearance shall constitute "Commencement" and "Commence" shall be construed accordingly.

#### Relevant Definitions

"Apprenticeship"	means paid employment as an intermediate or advanced apprentice to gain job specific skills; off the job training, usually on a day-release basis, and an opportunity to secure a work-based learning qualification. Appointments could be for up to one year and unemployed Local Residents and young people who are not in employment, education or training will be given priority. The Apprenticeship shall operate within the National Apprenticeship Service guidelines.
Central Exchange	a facility where employers with job vacancies on the Site (or who recruit to lists for consideration for future vacancies) can lodge information about those jobs and where Local Residents can go to access that information and apply for the jobs or admission to the list

"Employment and Training Strategy"	Means an over-arching strategy with the aim of prioritising and maximising access to employment opportunities and skills training primarily for Local Residents, during the construction of the Residential Floorspace. The Employment and Skills Training Strategy incorporates the objectives of the Interim Jobs Brokerage
Exclusivity Period	Means the period of 10 (ten) Working Days (or as otherwise agreed) during which any job vacancies will be marketed solely to Local Residents in accordance with the Employment and Training Strategy and during that period which the job will be offered to any Suitable Local Resident that applies for that job
"Interim Jobs Brokerage and Skills Training Scheme"	Means a temporary scheme forming part of the Employment and Training Strategy to ensure that jobs are recruited to Local Residents sufficiently in advance of wider public campaigns; and to provide a centralised exchange to bring job seekers and employers based on the Site together and to be operated during the construction phase of the Residential Floorspace.
"Local Resident"	Means residents of the Borough
Suitable Local Resident	Means a person who having made an application to the employer for a job, or to be placed on a list of persons interested in jobs is in that employer's reasonable opinion a person possessing the necessary skills and knowledge to satisfy the recruitment criteria notified by the employer for the job in question.
"Traineeship"	Means work experience/taster and placement positions with the Owner and the Developer and its appointed Contractor open to unemployed residents and young people who are not in employment, education or training and lasting at least ten working days.

## **Employment and Training**

### **Interim Jobs Brokerage and Skills Training Strategy**

1. As soon as reasonably practicable and in any event not less than twelve months prior to the anticipated date of Commencement the Owner and the Developer shall:-
  - 1.1. notify the Head of Economic Development of the intended timetable and programme for the construction and fit out of the Residential Floorspace and discuss the likely employment projections and the skill categories and levels required for employees

1.2. submit a draft of the Interim Jobs Brokerage and Skills Training Scheme to the Council for approval which shall include the following:

1.2.1. a presumption in favour of recruiting suitable construction workers and labourers that reside in the borough. Where job applicants meet the essential requirements of any particular construction role, as advertised, the contractor/construction company shall consider all applications from Local Residents to ensure local people are given the first and best opportunity to secure employment from the Development of the Residential Floorspace and that Suitable Local Residents identified during the Exclusivity Period will be offered any job and those identified after the expiry of that period will be offered any job in preference to any other applicants

1.2.2. forecast construction job requirements in relation to the Development of the Residential Floorspace, including the scope and quantum of such jobs and a breakdown into skills categories

1.2.3. a mechanism to require contractors (unless in exceptional circumstances) to notify the Head of Economic Development of any prospective job or employment opportunity at least 10 (ten) Working Days (or as may be agreed by the Council) prior to public distribution

1.2.4. how the Developer and the Council will work together to develop strategies through the Central Exchange to improve training and employment opportunities and initiatives primarily for Local Residents, in jobs related to the construction and fit out of the Residential Floorspace, to include:

(a) setting out methods of recruitment, early warnings, interviews, employment and training brokerage, co-ordination and sign-posting to enable Local Residents to be made aware of job and Apprenticeship vacancies for the construction and fit out of the Residential Floorspace at least 10 (ten) Working Days in advance (unless otherwise agreed by the Council) of wider public recruitment in order to maximise take up of jobs by Local Residents

(b) where job application forms are used exploration and promotion of a single shared job application form for entry level jobs across the contractors and sub contractors

(c) notification to the Council's Head of Economic Development Services of the types of construction related contracts which are intended to be let in order to afford maximum notice for the Interim Jobs Brokerage and Skills Training Scheme to assist Local

Residents to acquire the necessary skills to compete for jobs when the contractors advertise vacancies

(d) promotion of construction and trade careers amongst school age and young people through initiatives to develop skills and careers relevant to development on the Borough's major sites. This should include the promotion of training in relevant areas such as surveying, tourism, premises management, as well as engineering and architecture.

(e) annual survey of the residency of employees

(f) the manner in which contractors for the construction and fitting out advertise vacancies to Local Residents

(g) the programme for moving to wider public recruitment where the jobs cannot be filled by Suitable Local Residents identified during the Exclusivity Period

(h) the roles, responsibilities and resources to be provided to meet the strategies and initiatives within the Interim Jobs Brokerage and Skills Training Scheme and the allocation of those roles, responsibilities and resources between the Council the Owner the Developer and third parties

The Council and the Developer hereby agree that:

- 1.3. The Council shall provide any comments on the draft Interim Jobs Brokerage and Skills Training Scheme within 20 (twenty) Working Days of receipt
- 1.4. if any comments are made by the Council then the Owner and the Developer shall submit a revised Interim Jobs Brokerage and Skills Training Scheme to the Council having regard to the Council's comments within 10 (ten) Working Days of receipt.
- 1.5. Within 10 (ten) Working Days of receiving a response from the Owner and the Developer pursuant to paragraph 2.2 the Council shall either:
  - (a) approve the amended draft Interim Jobs Brokerage and Skills Training Scheme; or
  - (b) provide further comments upon the draft Interim Jobs Brokerage and Skills Training Scheme

and if after a further 5 (five) Working Days the Owner and the Developer have received no notification from the Council pursuant to this paragraph 2.3 the draft Interim Jobs Brokerage

and Skills Training Scheme submitted pursuant to paragraph 3.2 shall be deemed to be approved.

1.6. Within 5 Working days of receiving the Council's approval of the draft Interim Jobs Brokerage and Skills Training Scheme (as amended) or further comments pursuant to paragraph 2.3, the Owner and the Developer will either:

(i) agree the Council's comments and amendments and submit a revised Interim Jobs Brokerage and Skills Training Scheme in accordance with them; or

(ii) notify the Council that there is a dispute over elements of the revised draft Interim Jobs Brokerage and Skills Training Scheme and that this shall be subject to Dispute Resolution in accordance with the dispute resolution mechanisms

1.7. Following approval of the draft Interim Jobs Brokerage and Skills Training Scheme (whether by deemed approval pursuant to paragraph 2.3; by express approval pursuant to paragraph 2.4(i) or approval by Dispute Resolution it shall become the approved Interim Jobs Brokerage and Skills Training Scheme for the purposes of this Schedule.

2. The Owner and the Developer shall implement and operate the approved Interim Jobs Brokerage and Skills Training Scheme for the duration of the construction and fitting out stage of the Residential Floorspace (as may be varied pursuant to paragraph 6) unless otherwise agreed by the Council and shall ensure contractors working at the Residential Floorspace assist in the implementation of the Interim Jobs Brokerage and Skills Training Scheme and take steps to aim to ensure that during the life of the construction and fit out of the Residential Floorspace construction jobs in the Development of the Residential Floorspace shall be first offered on an Apprenticeship or Traineeship basis
3. Not to Commence the Development of the Residential Floorspace until the Interim Jobs Brokerage and Skills Training Scheme has been approved in writing by the Council.
4. The Owner the Developer and the Council shall use reasonable endeavours to agree the Interim Jobs Brokerage and Skills Training Scheme no later than 6 (six) months after the Owner and Developer's first submission of the draft Interim Jobs Brokerage and Skills Training Scheme to the Council
5. The Owner and the Developer shall:-



- 5.1. review in partnership with the Council the Interim Jobs Brokerage and Skills Training Scheme on each anniversary of the first approval and
- 5.2. submit details of each review to the Council within 7 (seven) Working Days of completion and
- 5.3. implement and operate any reasonable changes the Council and the Owner and the Developer consider reasonably necessary and appropriate following such review.

#### **COUNCIL COVENANTS**

6. The Council's Economic Development Team shall notify Local Residents of Apprenticeships and Traineeships and local employment opportunities arising from the Development of the Residential Floorspace (during construction and operation) by compiling and regularly updating a database of Local Residents available for and seeking employment
7. To review in partnership with the Owner and the Developer the Interim Jobs Brokerage and Skills Training Scheme on the anniversary of the first approval of the same

Appendix 1  
Draft Confirmatory Deed

Dated

20[XX]

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM**

AND

**[FREEHOLDER]**

AND

**[LEASEHOLDER]**

**CONFIRMATORY DEED OF AGREEMENT**

**relating to the development of land known as**

**Riverside Studios and Queens Wharf**

**situated at Crisp Road and Queen Caroline Street, London W6 9RJ**

THIS CONFIRMATORY DEED is made the                      day of                      20[XX]

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of Town Hall King Street Hammersmith London W6 9JU ("**Council**")
- (2) **[THE COVENANTOR FREEHOLDER]** (Company Number [ ]) of [XX] ("**Freeholder**"); and
- (3) **[THE COVENANTOR LEASHOLDER]** (Company Number [ ]) of [XX] ("**Leaseholder**").

**WHEREAS:**

- (A) This Confirmatory Deed relates to the Covenantors' land and interests the details of which are set out in the Schedule to this Confirmatory Deed and which is shown edged red on the plan annexed to this Confirmatory Deed (the "Land").
- (B) On [ ] 20[XX] the Principal Deed (as defined within this Confirmatory Deed) was entered into.
- (C) The Council is the local planning authority for the area within which the Land is situated and by whom the obligations contained in the Principal Deed are enforceable.
- (D) This Confirmatory Deed is intended to be enforceable by the Council against the Covenantors and to be binding in respect of the Land in accordance with this Confirmatory Deed and the Principal Deed.
- (E) This Confirmatory Deed is required pursuant to [Clause 10.4] of the Principal Deed to enable the Development to be carried out in that part of the Site within which the Land falls and is entered into for the purpose of ensuring that all of the Owner's freehold interest in the Land shall be bound by the Relevant Obligations

1 **INTERPRETATION**

- 1.1 Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned in the Principal Deed.
- 1.2 For the purposes of this Confirmatory Deed the following words and expressions have the following meanings:

<b>"Covenantors"</b>	means the Freeholder and the Leaseholder
<b>"Principal Deed"</b>	means the agreement dated [ ] 20[XX] between the Mayor and Burgesses of the London Borough of Hammersmith and Fulham, Dominion Developments (2005) Limited, the Riverside Trust and Mount Anvil Limited entered into pursuant to section 106 of the Act.
<b>"Relevant Obligations"</b>	means the obligations, covenants, undertakings, agreements and other provisions contained in the Principal Deed

## 2 OPERATION OF THIS CONFIRMATORY DEED

- 2.1 This Confirmatory Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the Act.
- 2.2 The obligations, covenants and undertakings contained in this Confirmatory Deed given to the Council are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council for the area within which the Land is situated.
- 2.3 This Confirmatory Deed is executed by the Covenantors so as to bind and subject their interests in the Land to the Relevant Obligations
- 2.4 The Covenantors agree that as from the date hereof the Relevant Obligations given by the Owner and the Leaseholder to the Council shall be binding on the Land pursuant to section 106 of the Act as if the Relevant Obligations were set out herein in full with the intent that, subject to clause 6 below, the said Relevant Obligations shall be enforceable by the Council not only against the Covenantors but also against any successors in title to or assignees of the Covenantors and any person claiming through or under it an interest or estate in the Land as if the Covenantors had been an original covenanting party in respect of the Land when the Principal Deed was entered into.
- 2.5 The Council covenants with the Covenantors in respect of the Land to perform the Relevant Obligations on their part contained in the Principal Deed.

## 3 COVENANTORS' OBLIGATIONS

- 3.1 The Covenantors hereby covenant agree and undertake (for themselves and their successors in title to the Land) that their interests in the Land shall henceforth be bound by the Relevant Obligations made by the "Owner" as if the Covenantors were parties to the Principal Deed when it was executed by the parties set out in the Principal Deed and insofar as the Relevant Obligations remain to be complied with in accordance with the Principal Deed which are expressed to bind the whole or any part of the Site which includes the Land or the part of the Development to be accommodated or located on the Land.
- 3.2 For the avoidance of doubt, any references in the Principal Deed to the "Owner" shall be read to the extent required in accordance with this Confirmatory Deed as including references to the Freeholder.
- 3.3 For the avoidance of any doubt the Leaseholder's covenants and obligations under this Confirmatory Deed shall be identical to the "Leaseholder's Covenants" as described in clause 6 of the Principal Deed.

4 **COMPLIANCE BY THE COUNCIL**

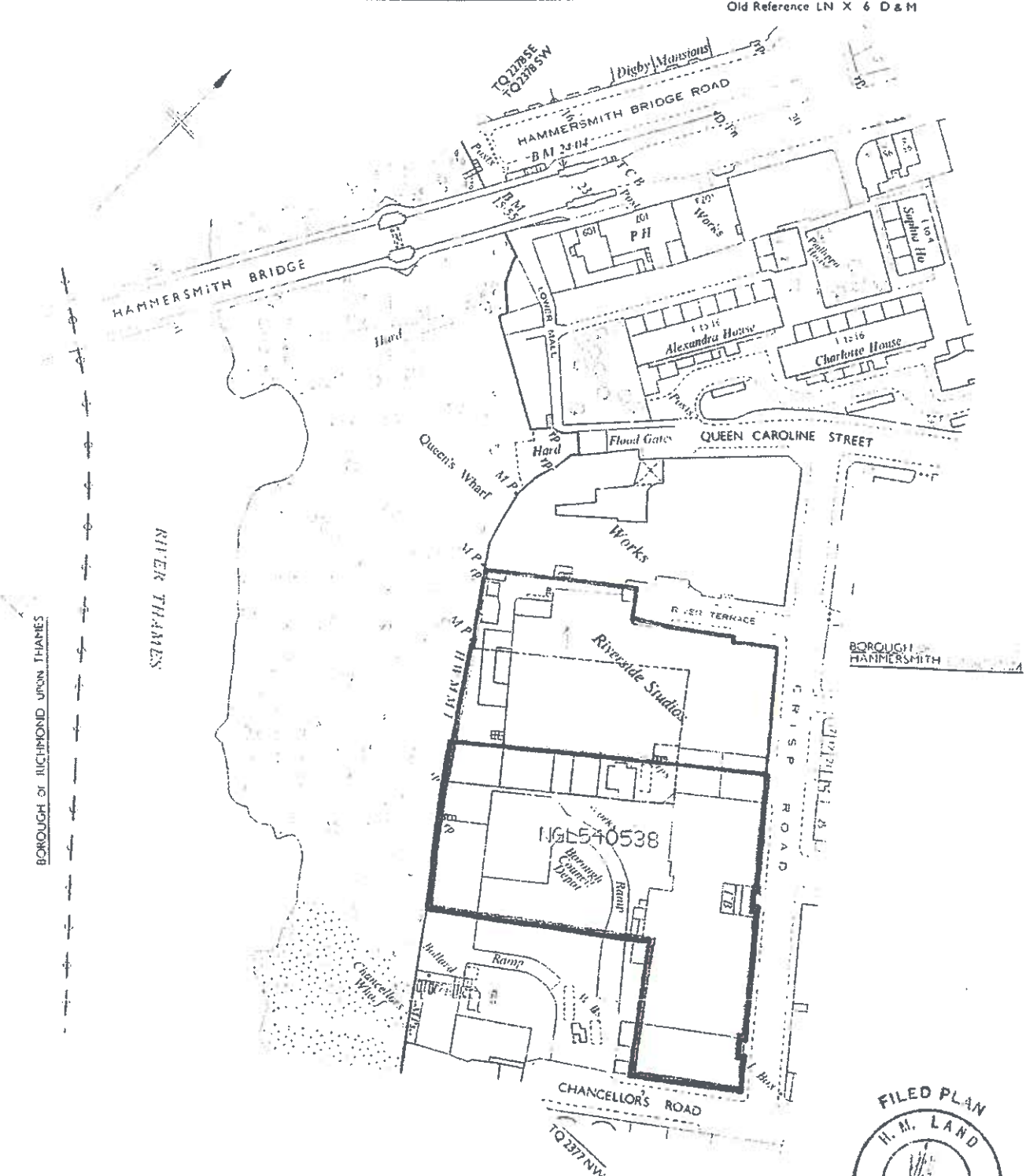
4.1 The Council agrees with the Covenantors that if and insofar as relevant to the Land and the development of it in accordance with the Planning Permission it will comply with its Relevant Obligations if and to the extent that they affect or apply or relate to the Land and the Relevant Obligations which the Covenantors shall have undertaken in accordance with the terms of this Confirmatory Deed.

5 **REGISTRATION**

5.1 This Confirmatory Deed is a local land charge and shall be registered as such by the Council.

Confirmatory Deed site plan.

H.M. LAND REGISTRY		TITLE NUMBER	
		NGL 251879	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	GREATER LONDON		TQ 2378
SECTION		P	
Scale: 1/1250		© Crown copyright 1970.	
		Old Reference LN X 6 D & M	



## Appendix 2

### Highway Works

Improvements and alterations to the area of the public highway and public footway shown hatched or cross hatched block on Plan 2 which shall include:

Closure/removal of existing River Terrace Junction (linked to Stopping up)  
Creation of two new Servicing accesses on Crisp Road leading to the service bay for Riverside Studios  
Improvements to the existing access on Crisp Road leading to the basement car park  
Closure of existing access on Queen Caroline Street

Repaving of footway on Queen Caroline Street and Crisp Road and walkway between the alleyway towards the western boundary of Chancellor's Wharf and Crisp Road fronting site.

Alterations to parking bays on Crisp Road and associated TRO amendments  
Existing build out on Crisp Road removed  
Creation of shared surface on Queen Caroline Street

replacement and replanting of any street tree(s) to be removed with associated Highway Works; and

replacement of any street furniture to be removed with associated Highway Works; and

alteration (physical and legal) of any existing waiting and loading restrictions required.

The work involved in the construction of all the above improvements and alterations includes:-

- (i) general preliminaries;
- (ii) alterations to statutory undertakers' pipes, cables, plant and equipment as necessary;
- (iii) surface water drainage alterations as may be required for new gullies, manholes, connections and all pipework required;
- (iv) provision and relocation of lighting columns and any other street furniture as necessary, and all associated electrical work;
- (v) provision of road markings and traffic signs both temporary and permanent, where necessary;



- (vi) footway and carriageway works and alterations including embellished surfacing on approach to crossings;  
and
- (vii) parking or waiting restrictions as required by the Council fronting the Development.

The Works shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

## Appendix 3

### Riverside Walkway Works

The construction of the Riverside Walkway as generally indicated on Plan 5. The work involved in the construction of the Riverside Walkway includes:

- (i) General preliminaries;
- (ii) Alterations to statutory undertakers' pipes, cables, plant and equipment as necessary or desirable both inside and outside the areas on Plan 5;
- (iii) Surface water drainage alterations as may be required for new gullies, access chambers, connections and all pipework required;
- (iv) Provision and installation of lighting columns and other street furniture as necessary and all associated electrical work;
- (v) Provision of pedestrian walkway pavement marking and traffic signs both temporary and permanent, as required;
- (vi) The markings of the legal boundaries of the Site by suitable studs or other permanent markers set in the paving.

The works shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

## Appendix 4

### Surety Covenant for Riverside Walkway Works

- 1.1 If the Owner at any time fails to perform or observe any of the conditions stipulations or obligations on their part contained in the Agreement dated [ ] and made between (1) the Council of the London Borough of Hammersmith and Fulham (2) Dominion Developments (2005) Limited (3) The Riverside Trust and (4) Mount Anvil Limited ("the Agreement") in respect of the Riverside Walkway referred to in the Agreement the Director of Transport and Highways as defined in the Agreement may without prejudice to any statutory rights or powers or any other right of claim or remedy under the Agreement send to the Surety notice in writing ("the Default Notice"):
- 1.1.1 Specifying the work ("the Default Work") to be carried out in order that all the works to the Riverside Walkway (as the case may be) may be executed or completed as the case may be in accordance with the Agreement;
- and
- 1.1.2 Containing an estimate by the Director of Transport and Highways of the cost of carrying out the Default Work and the cost of maintaining the works for a period of 12 months after the issue of the Riverside Walkway Certificate of Substantial Completion as defined in (paragraph 1.21 of Schedule 9) to the Agreement prior to the whole or part of the Riverside Walkway becoming maintainable at the public expense ("Default Cost") which cost shall not exceed [ ] ("the Bond Sum").
- 2.1 Within 28 days after the Surety has received the Default Notice the Surety shall elect either to:
- 2.1.1 Pay the Default Cost to the Council; or
- 2.1.2 Send to the Council notice in writing ("Surety's Counter Notice") of the intention of the Surety to carry out the Default Work.
3. If the Surety having sent the Surety's Counter Notice to the Council fails to start the Default Work within 56 days after the Surety received the Default Notice the Surety shall forthwith pay the Default Cost to the Council with interest thereon at the rate of 2% per annum above Barclays Bank Plc's Base Rate or any rate of interest published by Barclays Bank Plc in substitution for the aforesaid Base Rate for the

purposes of this provision and any other provision by virtue of which rates of interests are to be calculated from the date on which the Surety received the Default Notice.

4. If the Surety having sent the Surety's Counter Notice to the Council starts the Default Work and the said work is not completed within four months after the Surety's Counter Notice was received by the Council or within such further period as may be agreed by the Council the Surety shall forthwith on demand by the Director of Transport and Highways pay to the Council such sum as the Director of Transport and Highway may determine as being the cost of carrying out any Default Work not carried out by the Surety or the cost of maintaining the Riverside Walkway Works for the period of 12 months prior to the Riverside Walkway becoming maintainable at the public expense and also pay to the Council the amount determined by the Director of Transport and Highways as being the amount of the appropriate usual establishment charges of the Council.
5. The sum payable under Clause 4 above shall not exceed the Default Cost and the covenant in Clause 6 below shall apply with respect to such sum and on the issue of the Riverside Walkway Final Certificate as defined in the Agreement the Council shall issue a notice in writing to the Surety confirming that the Surety is released from all liability hereunder.
6. The Council hereby covenants with the Surety to apply all monies received from the Surety as herein before mentioned towards the expenditure involved in executing or completing the works and maintaining and making good all defects for a period of 12 months after the issue of the Riverside Walkway Certificate of Substantial Completion as defined in the Agreement and in the event of the sum paid by the Surety to the Council exceeding the cost of executing or completing the works and maintaining and making good all defects as aforesaid together with the amount of the Council's usual establishment charges to repay to the Surety within 28 days of the Riverside Walkway becoming maintainable at the public expense the amount of such excess with interest calculated at half yearly rates of the unexpended balance for the time being of the Council paid by the Surety to the Council at the rate of interest prevailing from time to time on monies held in a deposit account with the Council's bankers.
7. The Council hereby further covenants that on the issue of the Riverside Walkway Certificate of Substantial Completion referred to in [paragraph 1.21 of Schedule 9] to the Agreement in respect of the Riverside Walkway the Council will issue a notice in writing to the Surety confirming that the Surety is released from [90%] of the Bond Sum and on the issue of the Riverside Walkway Final Certificate referred to in [paragraph 1.25 of Schedule 9] to the Agreement in respect of the Riverside Walkway or such earlier time as may be agreed with the Council the Council will issue a notice in writing to the Surety confirming that the Surety is released from all liability hereunder.

8. This Bond is personal to the Council and is not assignable.
9. A person who is not a party to this Bond has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce the benefit of any term of this Bond.
10. This Bond is governed by and construed in accordance with English law and is subject to the jurisdiction of the English courts.

## Appendix 5

### Draft Memorandum of Understanding

#### Statement of Intent

The Occuiper of Riverside Studios and the Council will work together in partnership with the local community in order to enhance access to Riverside Studios to maximise the potential for delivering community and/or educational benefits.

#### Purpose of this Memorandum of Understanding

The purpose of this Memorandum of Understanding is to identify the key shared principles in order to clarify the areas where the Occuiper of Riverside Studios and the Council will work collaboratively in relation to the use of Riverside Studios.

#### Overarching Principle

The overarching principle is to increase opportunities for the local community through providing access to Riverside Studios that would otherwise not be available or accessible to it.

#### Objectives

The Occuiper of Riverside Studios and the Council agree to work collaboratively with the local community in an attempt to achieve the following objectives:

##### Objective 1 – Enhance links with local schools

To identify activities which promote the involvement of local children in the arts (eg kids clubs and competitions).

##### Objective 2 – Explore potential for working opportunities for local children

To use reasonable endeavours to identify work experience placements for eligible local children aged 16+ each year.

To explore opportunities to offer apprenticeships to eligible local children aged 16+ who have undertaken relevant education in media, drama, hospitality and other relevant subjects.

##### Objective 3 – Distribute free and/or discounted tickets

To allocate and distribute free and/or discounted tickets to eligible schools and local community groups.

##### Objective 4 – Communicate with the local community

To communicate the contents of this Memorandum of Understanding to eligible schools and local community groups.

Appendix 6

Plans

Plan 1	Site
Plan 2	Highway Works
Plan 3	Riverside Studios
Plan 4	CPZ
Plan 5	Riverside Walkway

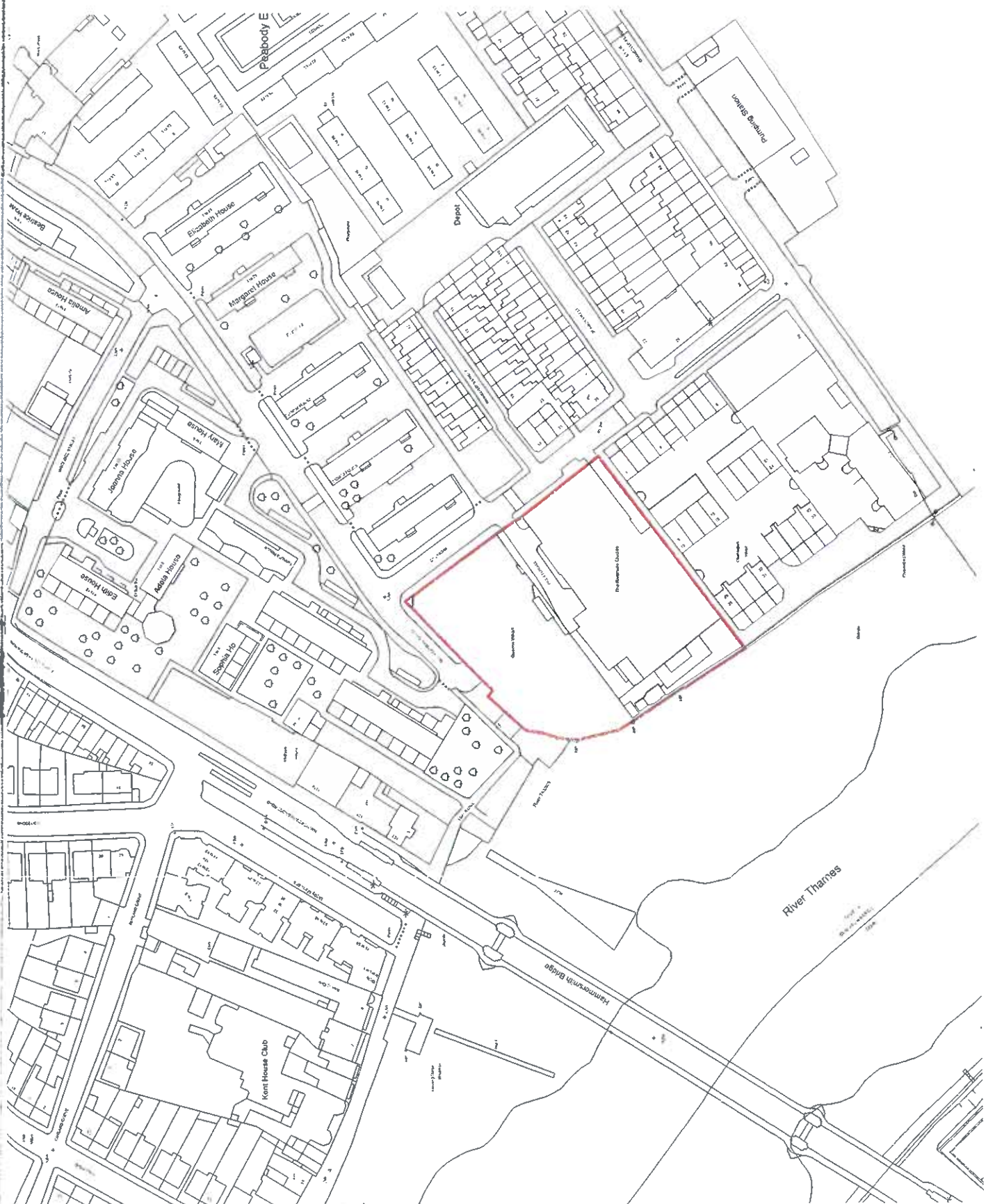
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**CREATING NOTES**  
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 STATUS: REVISION DATE: 08.07.13 DR: SP -  
 P1 For Information 29.08.13 RD: SP -  
 P2 Planning

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<input type="checkbox"/>	For comment
<input type="checkbox"/>	For client approval
<input type="checkbox"/>	For contract
<input type="checkbox"/>	For construction
<input type="checkbox"/>	For tender
<input type="checkbox"/>	For co-ordination only

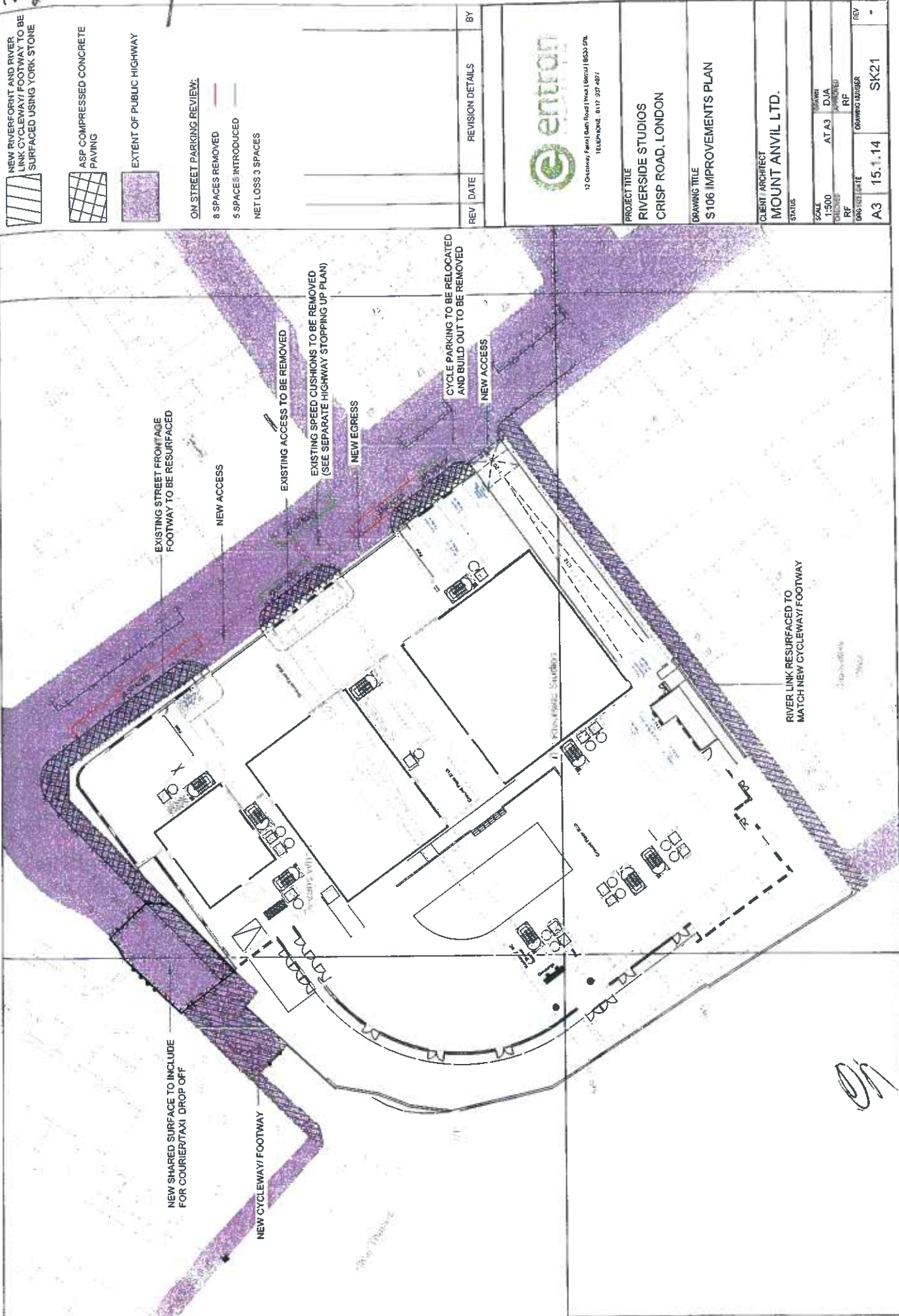
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 Mount Anvil  
**PROJECT TITLE**  
 Riverside Studios  
 Hammersmith  
**DRAWING TITLE**  
 Site Location Plan  
**SCALE & DATE**  
 1:1250 Aug '13  
**DRAWING N°**  
 A2423 101  
**STATUS & REVISION**  
 P2

**Assael**  
 ASSAEL ARCHITECTURE LIMITED  
 Studio 13  
 100, The Road  
 London SW6 2JG  
 T +44(0) 20 7350 2744  
 F +44(0) 20 7350 6677  
 E info@assael.co.uk  
 W www.assael.co.uk





PLAN 2



12 Crispway Park, Crisp Road, West [London] E633 2PL  
 TELEPHONE: 0117 337 4071

PROJECT TITLE	RIVERSIDE STUDIOS CRISP ROAD, LONDON
DRAWING TITLE	\$106 IMPROVEMENTS PLAN
CLIENT / ARCHITECT	MOUNT ANVIL LTD.
STATUS	
SCALE	1:500
DRAWN BY	DJA
CHECKED BY	RF
DATE	15.1.14
DRAWING NUMBER	SK21
REV	

REV	DATE	REVISION DETAILS	BY

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KP

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**MANUFACTURED**

THIS CONTRACT IS SUBJECT TO THE CITY OF CHICAGO ORDINANCES, LOCAL ORDINANCES, AND ANY APPLICABLE FEDERAL AND STATE LAWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND ANY APPLICABLE FEDERAL AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE, INCLUDING BUT NOT LIMITED TO LIABILITY, BODILY INJURY, AND AUTOMOBILE LIABILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES INFORMATION AND SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS TO ADJACENT PROPERTIES AND SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE CITY OF CHICAGO AND ANY APPLICABLE FEDERAL AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE CITY OF CHICAGO AND ANY APPLICABLE FEDERAL AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORDS FROM THE CITY OF CHICAGO AND ANY APPLICABLE FEDERAL AND STATE AGENCIES.

SCALE	DATE	DESCRIPTION
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P3	10/20/13	Revised
P4	10/25/13	Revised
P5	10/30/13	Revised
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P100	1/05/15	Revised

Site Boundary  
 Avenue Studios  
 Demise  
 Residential  
 Demise

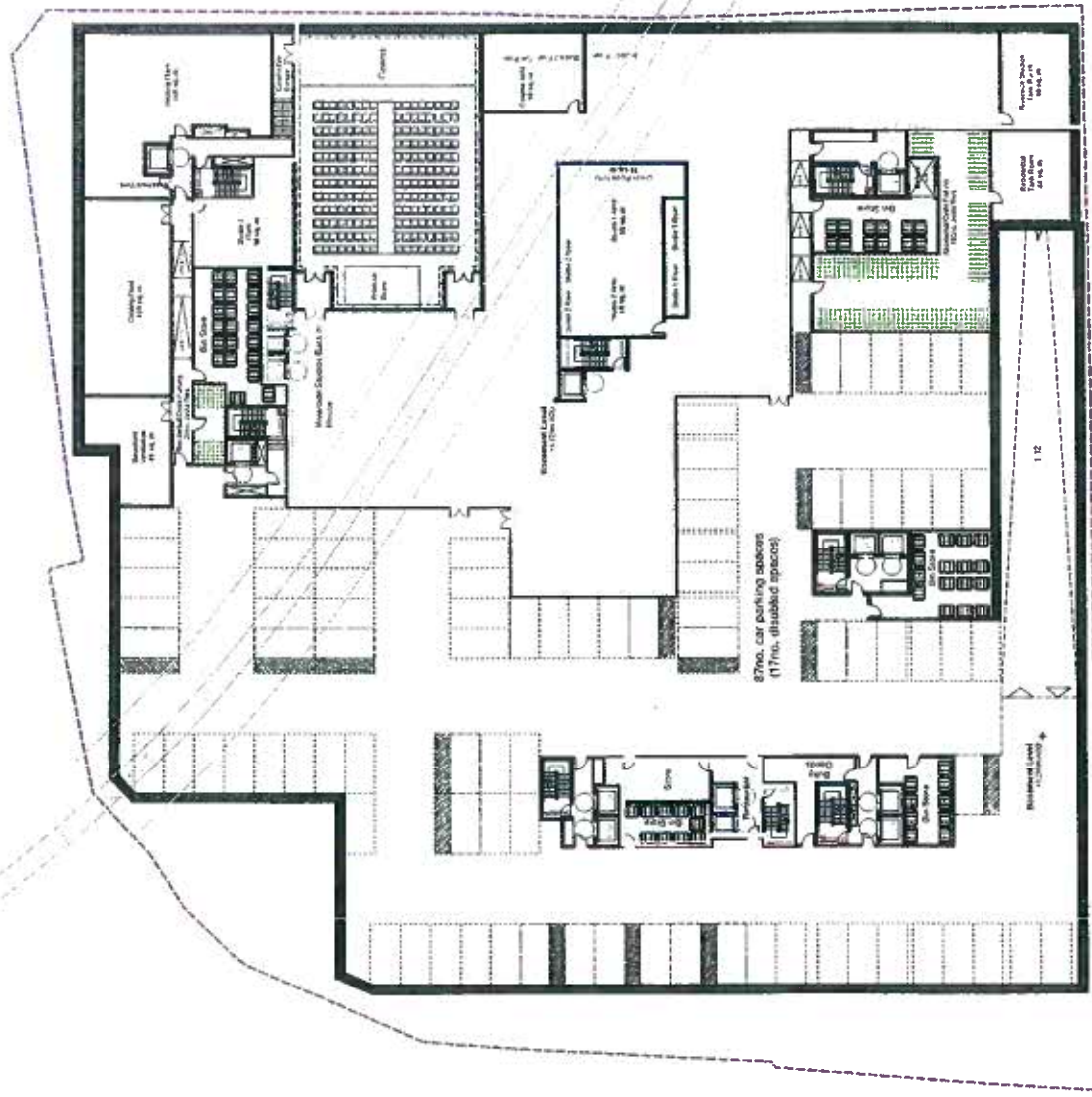
**NOTE**  
 Walls shown on this plan do not incorporate any special acoustic insulation. Allowances will need to be made as part of your space program. The contractor has with a box construction of the Studios.

**CLIENT:** Mount Anvil  
**PROJECT:** Riverside Studios Hammermith  
**PREPARED BY:** [Name]  
**DATE:** 1:200 Sept '13  
**SCALE:** 1/4" = 1'-0"  
**PROJECT NO.:** A2423 899 P13

**Assael**

1111 N. Dearborn St.  
 Chicago, IL 60610  
 Tel: 773.477.0000  
 Fax: 773.477.0001  
 Web: www.assael.com

PLAN 3A



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KPS,

DATE: 07/20/08  
 PROJECT: Riverside Studios  
 DRAWING NO: 02-01  
 SCALE: 1/8" = 1'-0"  
 SHEET: 02-01 OF 02  
 DESIGNER: [Signature]  
 CHECKER: [Signature]  
 APPROVED: [Signature]

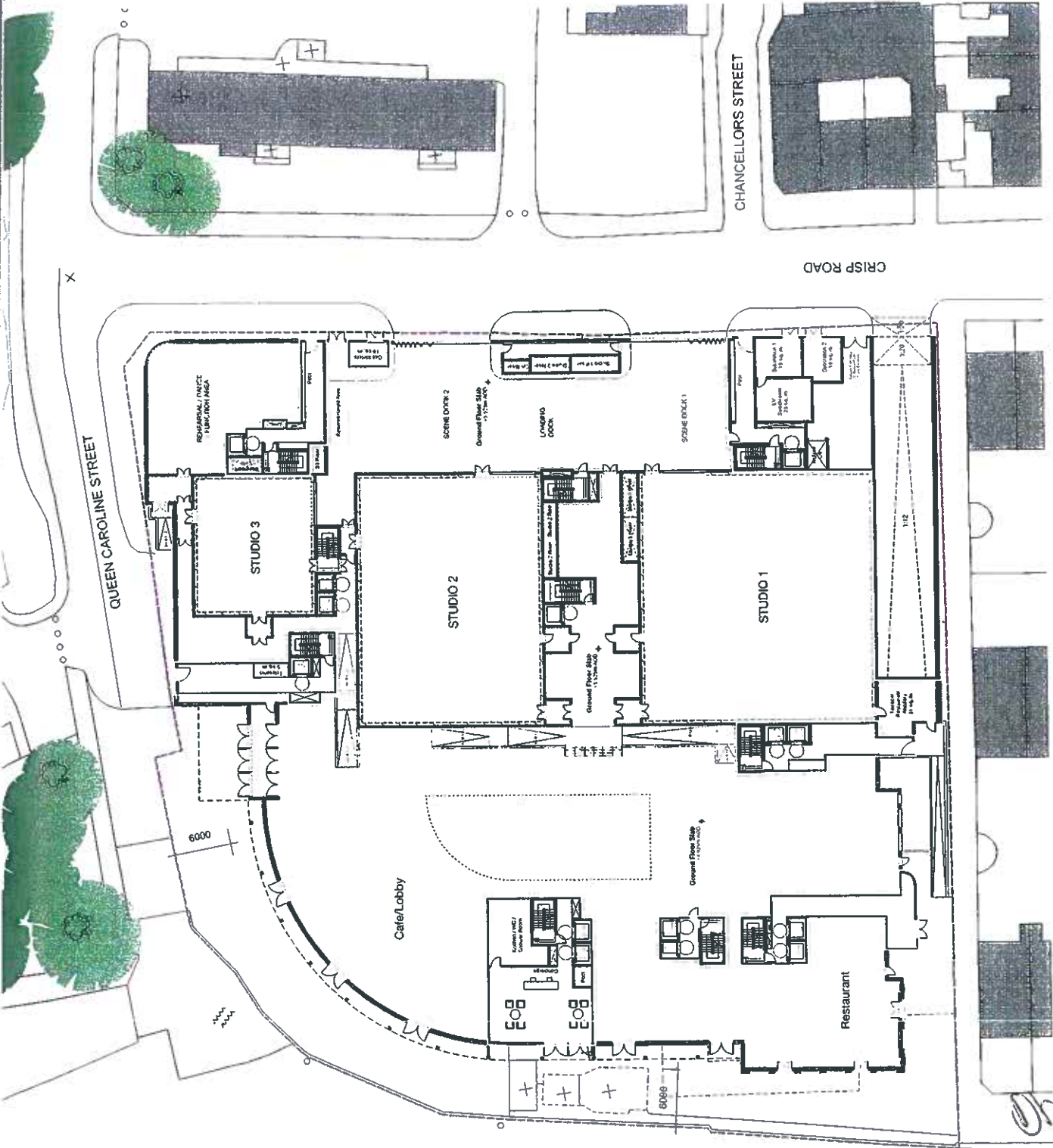
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6	Revised Plans	12/25/08
7	Revised Plans	01/30/09
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9	Revised Plans	03/20/09
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11	Revised Plans	05/10/09
12	Revised Plans	06/05/09
13	Revised Plans	07/01/09
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17	Revised Plans	10/15/09
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247	Revised Plans	11/01/28
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250	Revised Plans	02/01/29

- Site Boundary
- Riverside Studios Entrance
- Residential Entrance

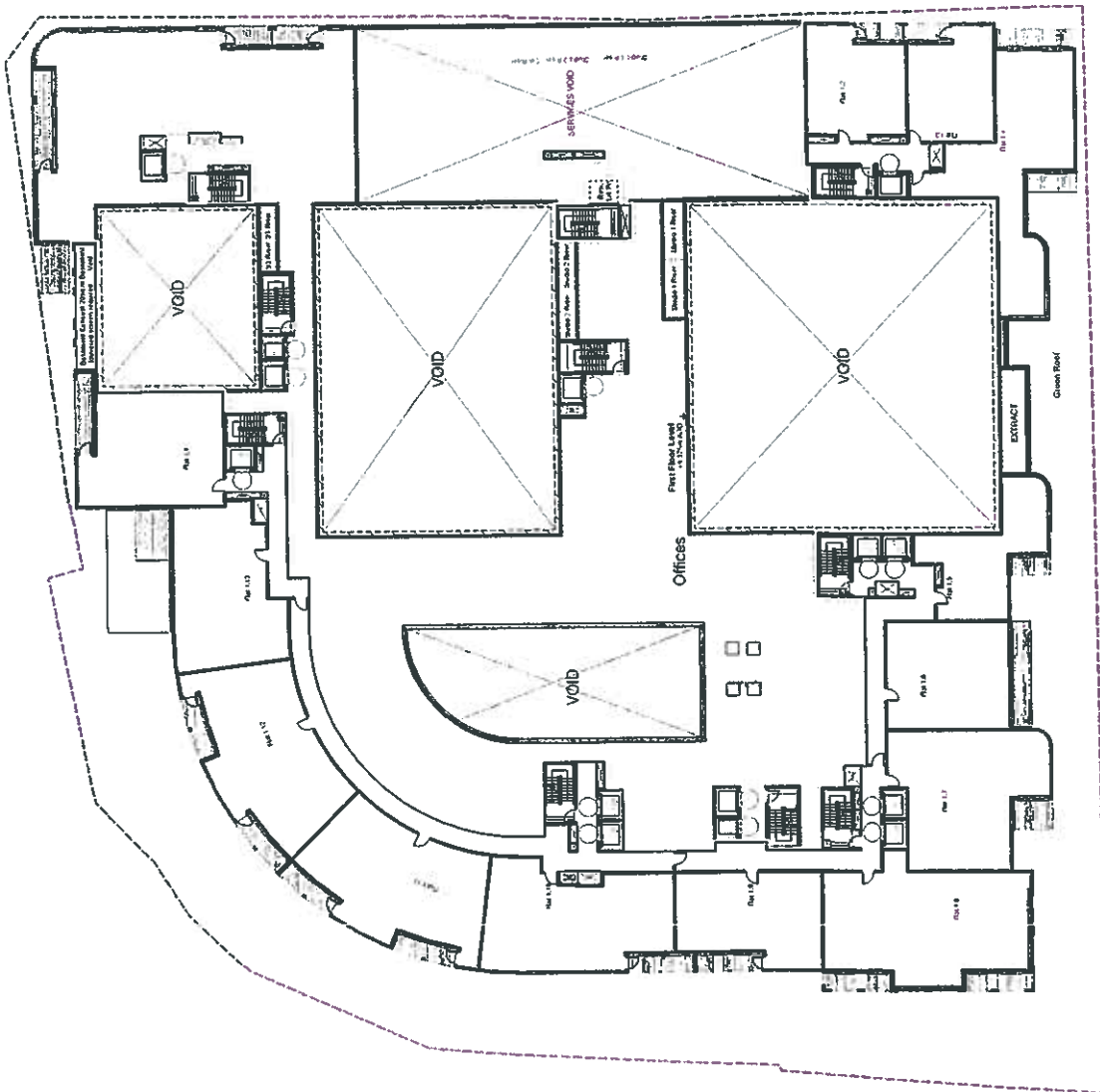
NOTE: Walls shown on the plans do not incorporate any specialist acoustic insulation. Allowances will need to be made during the construction planning to accommodate the 'box' within a box' construction of the Studios.

CLIENT: Mount Anvil  
 PROJECT: Riverside Studios Hammer Smith  
 CONTRACT NO: A2423 900  
 DATE: Sept 13  
 SCALE: 1:200  
 DRAWING NO: P15

**Assael**  
 Assael Architects Pty Ltd  
 10/100 Ross Road  
 Lonsdale VIC 5066  
 T +61 8 93 22 83 34  
 F +61 8 93 22 83 34  
 E info@assael.com.au  
 W www.assael.com.au



# PLAN 3C



FB,

Handwritten initials and a signature.

**LEGEND**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 3. ALL WALLS ARE 12" THICK UNLESS NOTED OTHERWISE.  
 4. ALL DOORS ARE 36" WIDE UNLESS NOTED OTHERWISE.  
 5. ALL WINDOWS ARE 48" WIDE UNLESS NOTED OTHERWISE.  
 6. ALL CEILING HEIGHTS ARE 10' UNLESS NOTED OTHERWISE.  
 7. ALL FLOOR FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
 8. ALL WALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
 9. ALL CEILING FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
 10. ALL MECHANICAL AND ELECTRICAL SYSTEMS ARE TO BE DETERMINED BY THE ARCHITECT.  
 11. ALL STRUCTURAL ELEMENTS ARE TO BE DETERMINED BY THE ARCHITECT.  
 12. ALL MATERIALS AND FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.  
 13. ALL NOTES AND DIMENSIONS TAKE PRECEDENCE OVER ANY CONFLICTING NOTES OR DIMENSIONS.  
 14. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS.  
 15. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE CONTRACT DOCUMENTS.  
 16. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S INTENT.  
 17. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S DESIGN.  
 18. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S PLAN.  
 19. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S SECTION.  
 20. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S ELEVATION.  
 21. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S PERSPECTIVE.  
 22. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S RENDERING.  
 23. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S MODEL.  
 24. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S VIDEO.  
 25. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S AUDIO.  
 26. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S DOCUMENTS.  
 27. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S COMMUNICATIONS.  
 28. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S ACTIONS.  
 29. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S REACTIONS.  
 30. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S FEELINGS.  
 31. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S THOUGHTS.  
 32. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S BELIEFS.  
 33. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S OPINIONS.  
 34. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S CONVICTIONS.  
 35. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S PRINCIPLES.  
 36. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S STANDARDS.  
 37. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S ETHICS.  
 38. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S MORALS.  
 39. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S VIRTUES.  
 40. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S DEVIATIONS.  
 41. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S VIOLATIONS.  
 42. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S TRANSGRESSIONS.  
 43. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S MISDEMEANORS.  
 44. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S CRIMES.  
 45. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S OFFENSES.  
 46. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S VIOLATIONS.  
 47. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S MISDEMEANORS.  
 48. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S CRIMES.  
 49. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S OFFENSES.  
 50. ALL NOTES AND DIMENSIONS ARE TO BE READ IN CONJUNCTION WITH THE ARCHITECT'S VIOLATIONS.

LINE ITEM #	DESCRIPTION	DATE	BY
1	15' x 15' x 15' - 15'	10/15/13	AS
2	15' x 15' x 15' - 15'	10/15/13	AS
3	15' x 15' x 15' - 15'	10/15/13	AS
4	15' x 15' x 15' - 15'	10/15/13	AS
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27	15' x 15' x 15' - 15'	10/15/13	AS
28	15' x 15' x 15' - 15'	10/15/13	AS
29	15' x 15' x 15' - 15'	10/15/13	AS
30	15' x 15' x 15' - 15'	10/15/13	AS

Site Boundary  
 Riverside Studios  
 Dumiso  
 Residential  
 Dumiso

**NOTE**  
 Walls shown on the plans do not incorporate any structural elements. Allowances will need to be made as part of your space planning to accommodate the box within a box construction of the Studios.

Mount Atvii  
 Riverside Studios  
 HammerSmith  
 First Floor  
 Dumiso  
 1:200  
 Sept '13  
 A2423 901 P13

**Assael**

ASSAEL ARCHITECTURE  
 1000 15th Street, Suite 100  
 San Francisco, CA 94103  
 Tel: 415.774.1111  
 Fax: 415.774.1112  
 www.assael.com

KPS.

8

**CONTRACTOR'S NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MOUNTAIN VIEW ORDINANCES AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MOUNTAIN VIEW.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATION OF ANY DAMAGE TO ADJACENT PROPERTIES.

7. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK DONE.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

9. THE CONTRACTOR SHALL MAINTAIN A CLEAN WORKING ENVIRONMENT AT ALL TIMES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS FROM THE CITY OF MOUNTAIN VIEW.

DATE	DESCRIPTION
10/15/11	100 - A
10/15/11	100 - B
10/15/11	100 - C
10/15/11	100 - D
10/15/11	100 - E
10/15/11	100 - F
10/15/11	100 - G
10/15/11	100 - H
10/15/11	100 - I
10/15/11	100 - J
10/15/11	100 - K
10/15/11	100 - L
10/15/11	100 - M
10/15/11	100 - N
10/15/11	100 - O
10/15/11	100 - P
10/15/11	100 - Q
10/15/11	100 - R
10/15/11	100 - S
10/15/11	100 - T
10/15/11	100 - U
10/15/11	100 - V
10/15/11	100 - W
10/15/11	100 - X
10/15/11	100 - Y
10/15/11	100 - Z

Site Boundary  
 Riverside Studios  
 Demise  
 Residential  
 Demise

**NOTE**  
 Walls shown on the plans do not incorporate any specialist trades or materials. All trades will need to be made up as part of your space planning to accommodate the 'box' within a box construction of the Studios.

CLIENT  
 Mount Anyll

DESIGNER  
 Riverside Studios  
 HammerSmith  
 HammerSmith

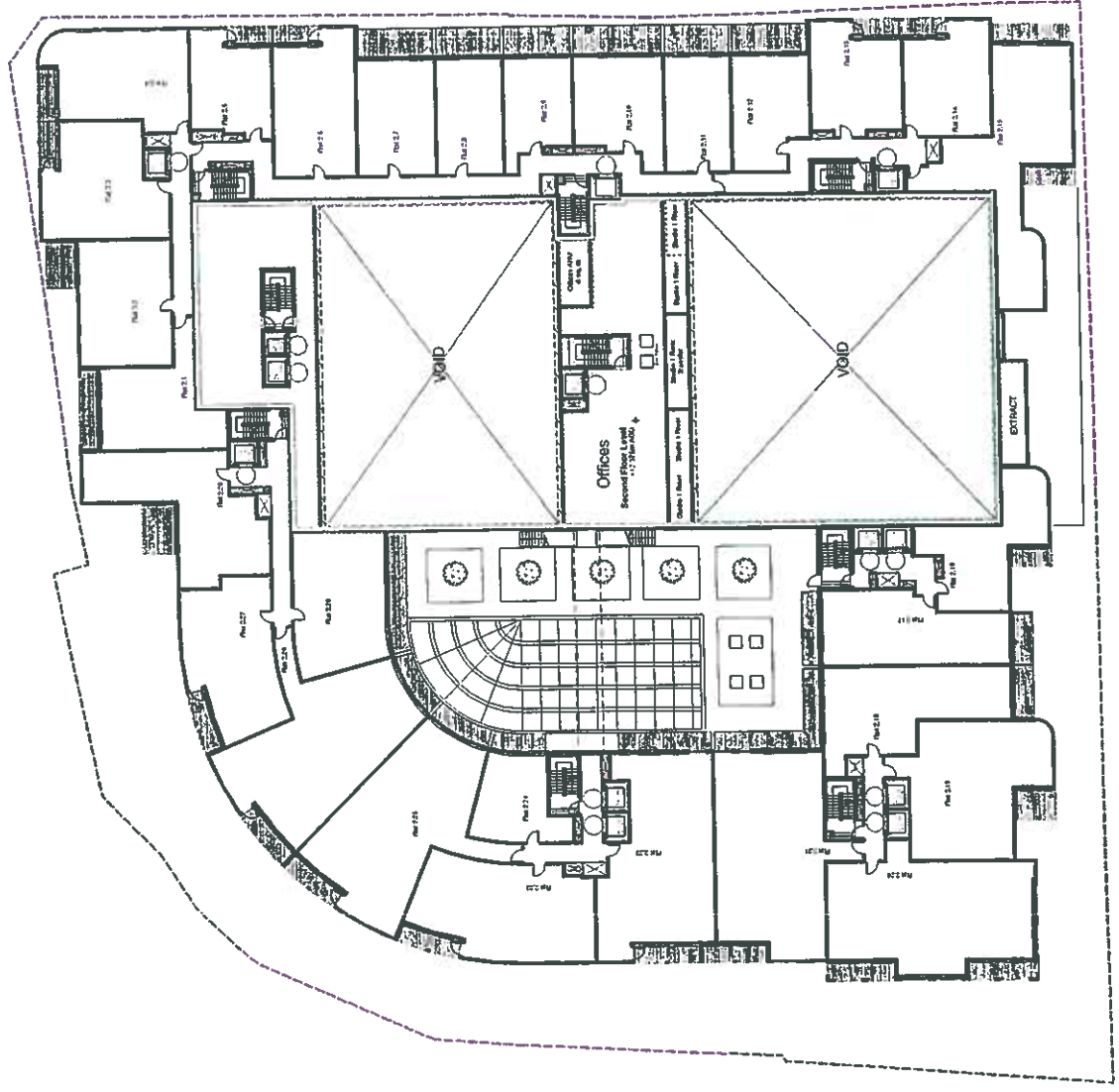
SCALE: AS SHOWN  
 Second Floor  
 Demise

DATE  
 Sept 11, 11  
 PROJECT NUMBER  
 A2423 902 P13

**Assael**

ASSAEL ARCHITECTURE  
 1000 17th Street, Suite 100  
 Mountain View, CA 94040  
 Tel: 415 948 7776  
 Fax: 415 948 7777  
 www.assael.com

PLAN 3D

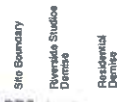


KRY.

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1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA RESIDENTIAL CODE (CRC).  
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MECHANICAL CODE (CMC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).  
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA PLUMBING CODE (CPC) AND THE CALIFORNIA GAS CODE (CGC).  
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA FIRE CODE (CFC) AND THE CALIFORNIA SAFETY CODE (CSC).  
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ENVIRONMENTAL CODE (CEC) AND THE CALIFORNIA SOIL REMEDIATION AND ENVIRONMENTAL REPAIR ACT (SREIRA).  
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ACCESSIBILITY STANDARDS (CAS).  
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA HISTORIC PRESERVATION ACT (CHPA).  
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ANTI-SLUMP ACT (ASL).  
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ANTI-SLUMP ACT (ASL).

PLAN SET #	DATE	REVISION
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4	10/10/13	AD 100*
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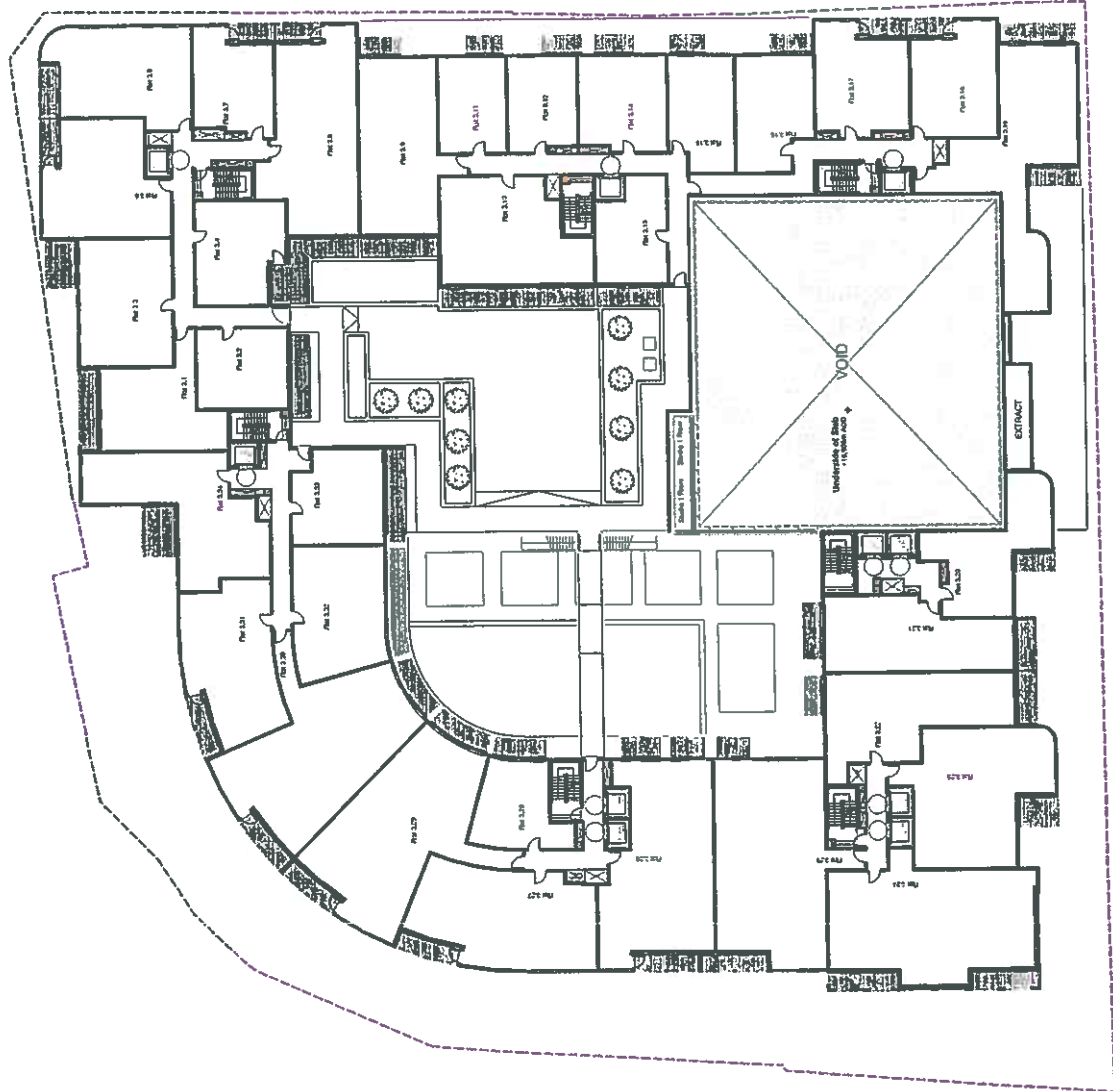


**NOTE**  
 Work shown on the plans do not incorporate any specialist acoustic insulation. Allowances will need to be made as part of your space planning to allow for the construction of the Studios.

CLIENT: Mount Anvil  
 PROJECT TITLE: Riverside Studios Hammersmith  
 DRAWING NO.: Third Floor Demolition  
 DRAWING DATE: 1:200  
 DRAWING NO.: A2423-903  
 DRAWING NO.: P13

**Assael**  
 ASSAEL ARCHITECTS LIMITED  
 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PLAN 3E



Handwritten initials 'OH'.



# LONDON BOROUGH OF HAMMERSMITH AND FULHAM



CPZ	STARTED	SVP	AMENDMENT	CONTROL TIMES	PAY & DISPLAY TARIFF
AA	NOV 2008	No	NO AMENDMENT	Monday to Friday 8.00am to 5.00pm	£1.10 per 1/2 hour
A	APRIL 1969	Yes	03 DEC 2007 (17 DEC 1978)	Monday to Sunday 8.30am to 6.00pm	£1.40 per 1/2 hour Lower 2nd & 3rd hour rates apply
B	MAY 1982	Yes	24 NOV 2008	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
C	MAY 1982	Yes	24 NOV 2008	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
CC	NOV 2008	Yes	01 DEC 2008	Monday to Friday 9.00am to 6.00pm	£1.40 per 1/2 hour 2 hour rate also applies
D	NOV 1991	Yes	11 JAN 2011 NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
E	SEPT 1992	Yes	03 DEC 2007 (17 DEC 1978)	Monday to Sunday 8.30am to 6.00pm	£1.40 per 1/2 hour
F	DEC 1993	No	23 JAN 2011 NO AMENDMENT (13 MAR 2002)	Monday to Friday 8.30am to 6.00pm Saturday 8.30am to 6.00pm 2.00pm to 4.00pm & 2.00pm to 3.00pm	£1.40 per 1/2 hour PERMIT HOLDERS ONLY
G	APRIL 1993	Yes	03 DEC 2007 (17 DEC 1978)	Monday to Sunday 8.30am to 6.00pm Monday to Sunday 9.00am to 12.00pm	£1.40 per 1/2 hour PERMIT HOLDERS ONLY
H	SEPT 1992	No	24 NOV 2008	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
I	NOV 1987	Yes	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
J	JAN 1994	Yes	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
K	OCT 1993	No	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
L	JULY 1994	Yes	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
M	APRIL 1990	Yes	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
N	JAN 1994	No	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
O	SEPT 2004	No	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
Q	FEB 1995	No	NO AMENDMENT	Monday to Saturday 8.00am to 6.00pm	£1.10 per 1/2 hour
R	OCT 1995	No	NO AMENDMENT	Monday to Saturday 8.00am to 6.00pm	£1.10 per 1/2 hour
S	OCT 1984	No	01 JAN 2011 NO AMENDMENT (13 JAN 2002)	Monday to Friday 8.30am to 6.00pm Saturday 8.30am to 6.00pm	£1.40 per 1/2 hour PERMIT HOLDERS ONLY
T	APRIL 1995	No	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
U	JULY 1998	No	NO AMENDMENT	Monday to Saturday 8.00am to 6.00pm	£1.10 per 1/2 hour
V	JAN 1987	No	NO AMENDMENT	Monday to Friday 8.00am to 6.00pm	£1.10 per 1/2 hour
W	MAY 1995	No	NO AMENDMENT	Monday to Saturday 8.00am to 6.00pm	£1.10 per 1/2 hour
X	NOV 1996	Yes	01 JAN 2011 NO AMENDMENT (17 DEC 2007)	Monday to Saturday 8.00am to 6.00pm Sunday 8.00am to 6.00pm	£1.10 per 1/2 hour ONE HOUR MAXIMUM STAY ON MATCH DAYS
Y	FEB 1987	Yes	01 JAN 2011 NO AMENDMENT (17 DEC 2007)	Monday to Saturday 8.00am to 6.00pm Sunday 8.00am to 6.00pm	£1.10 per 1/2 hour ONE HOUR MAXIMUM STAY ON MATCH DAYS
Z	JULY 1997	No	24 JAN 2011 NO AMENDMENT	Monday to Saturday 8.00am to 6.00pm	£1.10 per 1/2 hour

OSCP	STARTED	SVP	AMENDMENT	CONTROL TIMES	PAY & DISPLAY TARIFF
WHITE CITY ESTATE	SEPT 2004	No	NO AMENDMENT	Monday to Sunday 9.00am to 6.00pm	£1.10 per 1/2 hour

NOTE SVP = STREET VISITOR PARKING SCHEME

NOTE Present pay & display tariffs introduced for all zones on 22 November 2010

Monday to Friday  
Monday to Saturday  
Monday to Sunday

- LEGEND**
- Bus Station
  - Hospital
  - Library
  - Subway
  - Post Office
  - Police Station
  - Underground Station
  - International Rail Station
  - Road Closure
- Borough Boundary  
Controlled Parking Zone Boundary  
Housing Estate Off-Street Car Parking Area  
Other Off-Street Car Parking Area
- A' Road - TL  
A' Road - Borough Principal  
B' Road - Non-Principal Classified  
C' Road - Non-Principal Classified  
Unclassified Road

PLANS

NEW RIVERFRONT AND RIVER  
LINK CYCLEWAY FOOTWAY TO BE  
SURFACED USING YORK STONE



NEW AREAS OF HIGHWAY  
OFFERED FOR ADOPTION



REV	DATE	REVISION DETAILS	BY



10 Crisp Road, Farnham Road, Ipswich, Suffolk IP3 0JN  
187 444 4444 | 0117 437 4377

PROJECT TITLE  
RIVERSIDE STUDIOS  
CRISP ROAD, LONDON

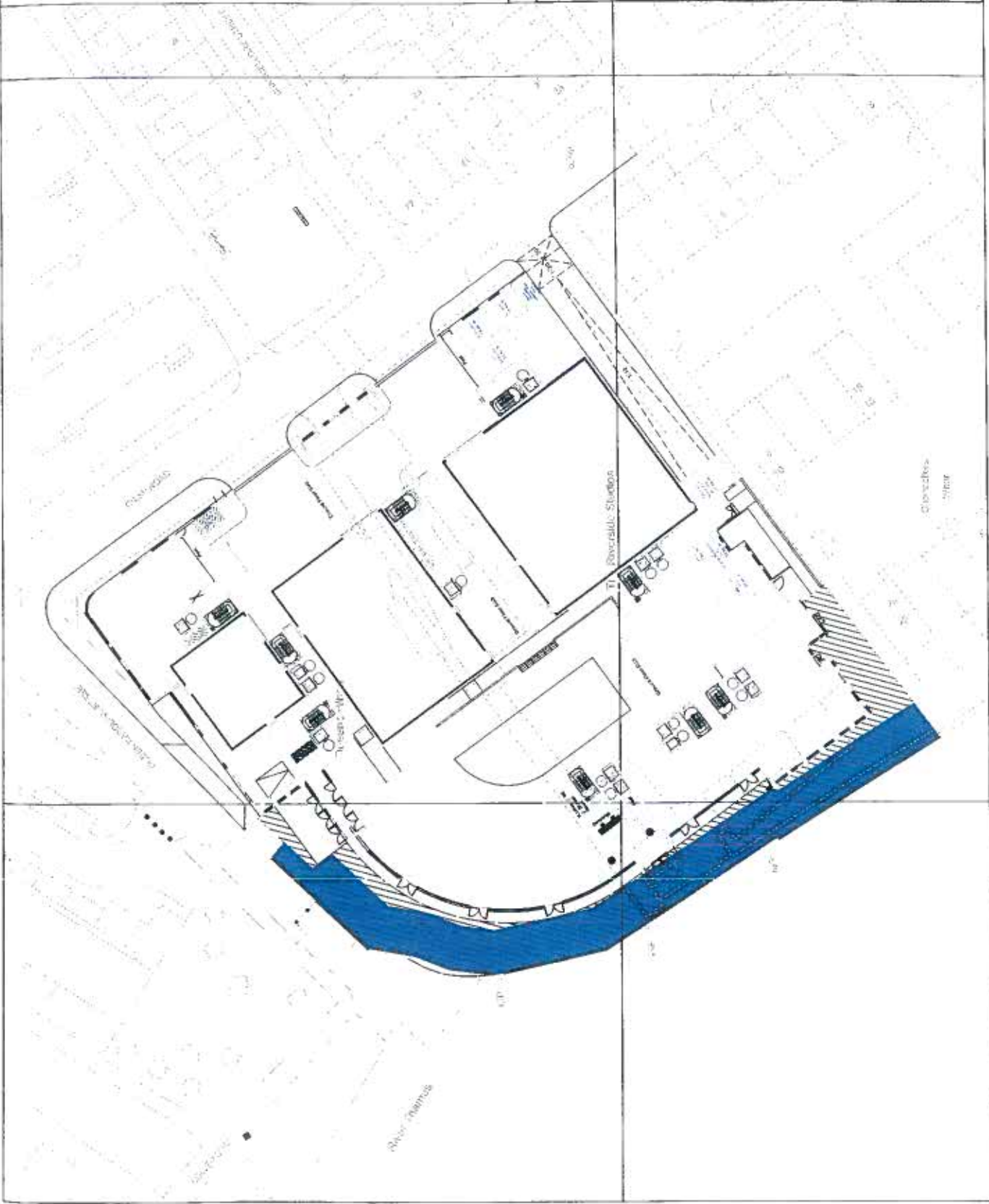
DRAWING TITLE  
RIVERSIDE WALKWAY

CLIENT/ARCHITECT

STATUS

SCALE DRAWN  
1:500 AT A3 DJA  
CHECKED BY  
RF

DRG SIZE DATE DRAWING NO. REV  
A3 15.1.14 SK22 -





IN WITNESS of which the Parties have executed but not delivered this DEED OF AGREEMENT until the date first shown above.

THE COMMON SEAL OF THE COUNCIL OF )  
THE LONDON BOROUGH OF HAMMERSMITH )  
AND FULHAM was affixed )  
in the presence of: )



*[Handwritten mark]*

.....  
The Officer duly authorised on behalf of the Council

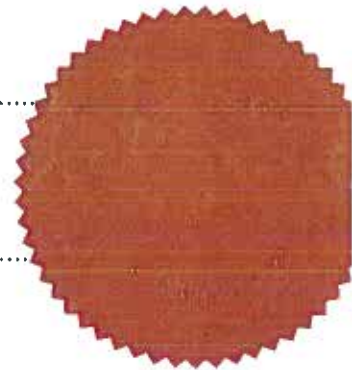
EXECUTED AND DELIVERED AS A DEED  
by DOMINION DEVELOPMENTS (2005) LIMITED  
acting by

*[Handwritten signature]*  
.....

Director

*[Handwritten signature: J. Ollivier-Shaw]*  
.....

Secretary/Director



EXECUTED AS A DEED by )  
THE RIVERSIDE TRUST )  
acting by a director and its secretary )  
or two directors: )

*[Handwritten signature]*  
.....

Director

*[Handwritten signature]*  
.....

Secretary/Director

EXECUTED AS A DEED by )  
MOUNT ANVIL LIMITED )  
acting by a director and its secretary )  
or two directors: )

*[Handwritten signature]*  
.....

Director

*[Handwritten signature]*  
.....

Secretary/Director



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