

From: [Doug Simpson](#)
To: [Riverside Energy Park](#)
Cc: [Esther Thornton](#); [Vanessa Harrison](#)
Subject: FW: GLA Deadline 8B submission - Reference clarification
Date: 06 October 2019 16:00:44
Attachments: [GLA Deadline 8B submission App B BC DCO.pdf](#)
[GLA Final Deadline 8B submission App A DCO mark-up.pdf](#)

Dear Liam, Sara I wish to make the ExA aware of an incorrect reference made in two of the documents that formed part of the GLA's Deadline 8B submission that I sent last Friday (4 October). I have attached the relevant documents and state the corrections required in bold below

GLA Deadline 8B App A – Comment D56 on page 13 should refer to the “Brent Cross Partners **Section 106 agreement**” and not “DCO”

GLA Deadline 8B App B – The Filename should read “ BC **s106**” and not “DCO”

These document reference corrections do not affect the GLA's stated position on the REP application and draft DCO as set out in our Deadline 8B Cover Note.

Could you kindly make the ExA aware of this, and by way of return email please acknowledge receipt of both this email and our full submission made last Friday

Kind regards
Doug

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SCHEDULE 3

OBLIGATIONS OF BRENT CROSS PARTNERS & CRL TO LPA AND TFL RELATING TO STRATEGIC TRANSPORT NETWORK

1. CONSOLIDATED TRANSPORT FUND & POTENTIAL ADDITIONAL BX LUL STEP FREE CONTRIBUTION

Northern Development

- 1.1 The Brent Cross Partners (so as to bind the land for Phase 1B (North) as specified in the CTF Schedule) shall pay to the LPA the sums of money specified in the CTF Schedule comprising a total aggregate amount of fifteen million one hundred and seventy thousand pounds (£15,170,000) (Index Linked by reference to the Indices as referred to in the CTF Schedule in relation to the relevant elements of the Consolidated Transport Fund) subject to and on the basis that:

1.1.1 the payment of £120,000 Index Linked (RPI) for the Step-Free Access Feasibility Study in Phase 1B (North) shall be paid by the Brent Cross Partners prior to the submission of a Phase Transport Report for Phase 1 (North) (unless CRL has previously paid such money pursuant to **paragraph 1.1B.2** below);

1.1.2 the remainder of the Phased Payment for Phase 1B (North) shall be paid in whole prior to the Commencement of Phase 1B (North) and (for the avoidance of doubt) Phase 1B (North) shall not Commence unless and until such Phased Payment shall have been made in full,

unless and to the extent that deferred dates for payment are proposed by the Brent Cross Partners and agreed in writing by the LPA and TfL in accordance with **paragraph 1.1C** below.

The obligation in **paragraph 1.1** above shall take effect forthwith on the grant of the S73 Permission.

Step Free Access – potential additional contribution (payable outside CTF)

- 1.1A If the Step-Free Access Feasibility Study report has been carried out in accordance with the terms and provisions of this Agreement and concludes that the costs of the Transport Interchange T3 (Brent Cross Underground Station)

Step Free Access Works are likely to exceed the amount of £6,000,000.00 (Index-Linked (BCIS) from 30 January 2014) to be paid into the Consolidation Transport Fund under **paragraph 1.1** above, the Brent Cross Partners covenant (so as to bind the land for Phase 1B (North)) that they shall on the Commencement of Phase 1B (North) pay to TfL (outside of the contributions to the Consolidated Transport Fund) an additional contribution for such excess costs to the extent identified in the Step-Free Access Feasibility Study report up to a maximum of an additional £4,000,000.00 (Index-Linked (BCIS) from 30 January 2014)) for the purposes of providing the necessary funding to enable such works to be carried out by TfL.

The obligation in **paragraph 1.1A** shall take effect forthwith upon the Commencement of Phase 1 (North).

Southern Development

1.1B CRL (so as to bind the land for the Southern Development in each Phase and Sub-Phase specified in the CTF Schedule separately) shall pay to the LPA:

1.1B.1 the sums of money specified in the CTF Schedule comprising a total aggregate amount of eleven million and five hundred thousand pounds (£11,500,000) (Index Linked by reference to the Indices referred to in the CTF Schedule in relation to the relevant elements of the Consolidated Transport Fund) in staged payments as set out in the CTF Schedule in respect of each of the Phases and Sub-Phases of the Southern Development specified in the CTF Schedule prior to the Commencement of each respective Phase or Sub-Phase (as the case may be),

1.1B.2 £120,000 Index Linked (RPI) for the Step-Free Access Feasibility Study within 14 days of CRL submitting a Phase Transport Report for Phase 1 (if CRL shall submit the Phase Transport Report for Phase 1 prior to the Brent Cross Partners doing so),

unless and to the extent that deferred dates for payment are proposed by CRL and agreed in writing by the LPA and TfL in accordance with **paragraph 1.1C** below.

The obligation in **paragraph 1.1B** above shall take effect forthwith on the grant of the S73 Permission.

General obligations – Northern & Southern Developments

1.1C If deferred dates for payment are proposed by the Brent Cross Partners pursuant to **paragraph 1.1** above or by CRL pursuant to **paragraph 1.1B** any such agreement by the LPA and TfL shall be in accordance with **clauses 4.7 – 4.9** and (without prejudice to that general principle) the following provisions shall apply:

1.1C.1 any agreement by the LPA and TfL that the LPA shall accept the whole or any part of any Phased Payment after the Commencement of the Northern Development or Southern Development (as the case may be) in the relevant Phase or Sub-Phase shall be on terms which will ensure that the relevant deferred payment of the whole or any part of the Phased Payment shall nevertheless be paid no later than the date which shall demonstrably ensure that the infrastructure and/or services (and/or other purposes for which the Phased Payments are required) as specified in the CTF Schedule and to which such Phased Payment relates shall be delivered, provided or fulfilled at the appropriate time to meet the need for such infrastructure and/or services and/or achieve such other purposes for which the Phased Payments are reasonably required to mitigate the impacts of the Northern Development or Southern Development (as the case may be), (including the encouragement or facilitation of sustainable transport choices for persons using or visiting the Northern Development or Southern Development) having regard to the terms of the S73 Permission and this Agreement and all relevant documents relating thereto;

1.1C.2 it shall not be unreasonable for the LPA and/or TfL to withhold their agreement if the LPA in conjunction with TfL in the Transport Strategy Group (acting reasonably and in the public interest) have decided in accordance with **paragraph 1.8** and **1.9** of this Schedule that monies payable in respect of a Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) identified in the CTF Schedule for a specific purpose (or any part thereof) should be reallocated for another specific purpose identified in the CTF Schedule for that Phase or Sub-Phase (or any subsequent Phase or Sub-Phase) PROVIDED THAT IN THIS EVENT:

- (a) the Brent Cross Partners and / or CRL (as the case may be) may still propose deferred dates for payment in respect of any such reallocated payments for agreement by the LPA and TfL;
 - (b) (subject to the LPA and TfL agreeing in writing to such deferment acting reasonably and in the public interest) the provisions of this **paragraph 1.1C** of this Schedule (excluding this **sub-paragraph 1.1C.2**) shall apply in respect of such reallocated sums and the purposes to which they shall have been reallocated;
 - (c) (for the avoidance of doubt and subject to the provisions of **paragraph 1.13** of this Schedule) the Brent Cross Partners or CRL (as the case may be) shall not be required to make any payment in respect of such reallocated other purpose if such reallocation would inhibit the implementation of an approved Phase Transport Report;
- 1.1C.3 the LPA and/or TfL shall be entitled to require whatever bonds, guarantees or other security may be reasonable in respect of any deferment of the whole or part of any Phased Payment as a condition precedent for providing such agreement to defer (and any such bonds guarantees or security may be on terms that enable the amount secured to be reduced on a reasonable basis as deferred payments are duly made);
- 1.1C.4 the Brent Cross Partners or CRL in respect of the Phases and Sub-Phases in the Northern Development or Southern Development (as the case may be) may not propose deferred dates for the payment of the contributions towards the Transport Contingency Fund in Phases 1, 2, 3, 4 or 5 (as applicable) or the adjoining boroughs' fund as referred to in the CTF Schedule in Phase 1 beyond the date of Commencement of the Northern Development or Southern Development (as the case may be) in the relevant Phase or Sub-Phase as identified in the CTF Schedule;
- 1.1C.5 For the avoidance of doubt it is hereby agreed and declared that if the Brent Cross Partners and / or CRL (as the case may be) shall apply for an amendment to the Indicative Phasing Parameter Plan in accordance with **Condition 4.2** of the S73 Permission the respective applicant(s) shall include in such application under **Condition 4.2** such reasonable and appropriate proposals for revisions to the CTF Schedule to reflect:

- (a) any changes in the quantum of development within such revised Phases and / or Sub-Phases of the Northern Development and / or Southern Development (as the case may be); and
- (b) the associated transport impacts (including the need for enhanced or reduced transport provision across all modes) as may be necessary for ensuring that the Consolidated Transport Fund can be used and operated so as to achieve its aims and purposes in accordance with this Agreement,

if the proposed amendments to the Indicative Phasing Parameter Plan are approved under **Condition 4.2** (and the LPA shall be entitled to withhold approval under **Condition 4.2** of the S73 Permission unless and until appropriate revisions to the CTF Schedule shall have been approved by the LPA acting in close collaboration and coordination with TfL in the Transport Strategy Group and in accordance with the TSG Terms of Reference and any necessary Deed of Modification shall have been completed in accordance with **clauses 13** and **14** in respect of such changes to the CTF Schedule and any other consequential amendments relating to thereto). Following such approval the provisions in this **Schedule 3** relating to the Consolidated Transport Fund and the CTF Schedule shall forthwith apply to the CTF Schedule as revised and approved pursuant to **Condition 4.2** of the S73 Permission and in accordance with this **paragraph 1.1C.5** of this Schedule.

- 1.2 The sums paid by the Brent Cross Partners and / or CRL (as the case may be) under this **paragraph 1** shall be held by the LPA in a separate and designated Consolidated Transport Fund deposited in a separate Account as stakeholder for the purposes specified and in accordance with the principles set out in this **paragraph 1** of **Schedule 3** PROVIDED THAT the LPA covenants (and the LPA and TfL in respect of **paragraph 1.2.4** of this **Schedule 3** below jointly and severally covenant) with the Brent Cross Partners and CRL:

- 1.2.1 to apply such sums from the Account only for the purposes respectively for which the same were paid as specified in the CTF Schedule or such other works within the CTF Schedule as may be determined pursuant to **paragraph 1.8** of this Schedule PROVIDED THAT for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sums paid by the Brent Cross Partners and CRL;

1.2.2 that from time to time upon reasonable written request by either of the Brent Cross Partners and / or CRL (but not more frequently than once every 2 months) it shall provide the Brent Cross Partners and CRL with a breakdown of expenditure from the Consolidated Transport Fund;

1.2.3 that in the event that any part or all of any such sums or amounts paid by the Brent Cross Partners or CRL (as the case may be) have not been used for the said purposes within seven (7) years from the date when the earliest of the following events or circumstances to occur:

- (a) completion of the Northern Development and the Southern Development; or
- (b) completion of all Phases and Sub-Phases of the Northern Development and the Southern Development in respect of which the Northern Development or Southern Development shall have Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Northern Development and/or Southern Development in any subsequent further Phase(s) and Sub-Phase(s) (including expiration of the S73 Permission in respect of such subsequent Phase(s) and Sub-Phase(s) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission or any Further Section 73 Permission) or
- (c) completion of such Phase(s) and Sub-Phase(s) of the Northern Development or Southern Development (as the case may be) as may have been Commenced prior to the date when the Brent Cross Partners and/or CRL (as the case may be) declare that both the Northern Development and Southern Development are closed in a manner demonstrated to ensure effectively that neither is any longer capable of being further implemented,

that they will within 28 days of written demand therefor by the Brent Cross Partners or CRL (as the case may be) and/or (as may be appropriate) the Estate Management Body to the LPA and TfL (as the case may require) repay such sums or amounts (or such part thereof) to the party or parties which paid the relevant money (with any interest that may have accrued thereon from the date of payment to the date of repayment) provided that neither the LPA nor TfL shall be required to

repay any sum or sums which the LPA or TfL is contractually committed to pay to another person at the date of expiration of the said period of seven years or any sum which is required by the LPA or TfL to secure the completion of any works which have commenced but have not been completed as at the expiration of the such period;

- 1.2.4 that where any sums are received by the LPA from the Brent Cross Partners and / or CRL (as the case may be) and thereafter paid by the LPA to TfL in order that TfL can deliver the works, measures, facilities or services as referred to in the CTF Schedule, the provisions of **paragraphs 1.2.1 to 1.2.3** of this Schedule shall apply as between TfL, the Brent Cross Partners and CRL as if references therein to the LPA were references to TfL.

- 1.3 The money (including all interest) in the Consolidated Transport Fund shall (subject to **paragraph 1.8** of this **Schedule 3** below) only be spent on the following categories of expenditure, services, improvements and infrastructure:

- 1.3.1 Bus subsidies as referred to in the CTF Schedule to be paid to the LPA as part of any Phased Payment shall be paid by the LPA to TfL and shall be used by TfL for the purposes of providing the relevant bus service improvements to serve the needs of the Development and provided that the funds available and payable by way of Phased Payments under the Consolidated Transport Fund shall be no less than eleven million five hundred thousand pounds (£11,500,000 Index Linked (RPI)) for the Development as a whole and assuming that all of the Phases and Sub-Phases are Commenced) unless and to the extent that TfL shall reasonably and in the public interest decide to reallocate any part of the bus subsidies to other purposes within the CTF Schedule (after appropriate consultations with the LPA, the Brent Cross Partners and CRL and having taken proper account of any representations made in respect of any proposed reallocation) PROVIDED THAT any such decision to reallocate shall not undermine the delivery of any Phase or Sub-Phase of the Development in accordance with the relevant Phase Transport Report;
- 1.3.2 A406 Supplementary Noise Mitigation as referred to in the CTF Schedule comprising the resurfacing of that part of the A406 North Circular carriageway within the Site to the extent that it is not within those parts of the A406 which are comprised in other junction and highways

improvements to be carried out as part of the Development by the Brent Cross Partners or CRL (and in respect of which it is intended that the Necessary Consents for such junction and highways improvements and works will separately provide and specify that the surfacing will comprise a noise reducing surface) which may (subject to the agreement of the LPA and TfL) include noise barriers alongside the A406 insofar as may be necessary to protect the amenity and ecology of the Riverside Park;

1.3.3 Transport Interchange T3 (Brent Cross Underground Station) Step Free Access Works the scope and cost of which shall be defined in accordance with the Step-Free Access Works Feasibility Study;

1.3.4 a contribution towards the study and resulting improvements and upgrading of the bus stops situated outside the Site within 400m of the boundaries of the Site on routes which serve the Site;

1.3.5 The Transport Contingency Fund, which is intended to provide for necessary transport measures and other additional transport works or costs (and associated environmental improvements) which are not expressly provided for in other identified obligations and express provisions (including those relating to Supplementary Transport Measures with the exception of those referred to in **paragraphs 3.2**) contained in this Schedule and the further transport measures payable out of the Transport Contingency Fund under this **paragraph 1.3.5** may include:

(a) save to the extent that these are covered by the Brent Cross Partners' or CRL's obligations to carry out or fund:

(i) specific transport mitigation measures; or

(ii) Supplementary Transport Measures where the Brent Cross Partners or CRL (as the case may require) shall have made specific further payments (if applicable) into the Consolidated Transport Fund in order to pay for such Supplementary Transport Measures in accordance with a Planning Agreement made in support of approval of any Phase Transport Report or any Reserved Matters Approval or Other Matters Approval in respect of which such

Supplementary Transport Measures may have become payable; or

- (iii) other works identified in the DSF, the Transport Assessment or the Environmental Assessment as being required) to supplement funds to be held by the LPA in the Consolidated Transport Fund and/or to be paid to adjoining borough councils for transport improvements or mitigation measures in such adjoining boroughs and identified during the construction and/or operation of the Development by the Transport Strategy Group in consultation with the Transport Advisory Group as being necessary and fairly and reasonably related in scale and kind to the Development (including possible controlled parking zones within the London Boroughs of Brent and/or Camden);
- (b) any additional improvements (over and above and excluding any works or such Supplementary Transport Measures as are referred to in **paragraph 1.3.5(a)** above) that are identified and recommended as necessary improvements fairly and reasonably related in scale and kind to the Development and to be carried out under the A5 Corridor Study approved under **Condition 2.7** of the S73 Permission;
- (c) (save to the extent that these are covered by the Brent Cross Partners' and / or CRL's obligations to carry out or fund specific works or mitigation measures including those required under **paragraph 12** of this Schedule) carrying out additional works fairly and reasonably related in scale and kind to the Development and identified as a result of the Area Wide Walking and Cycling Study;
- (d) additional expenditure (to provide for contingencies) on such further necessary, reasonable and proper transport improvements subsidies and/or mitigation measures (including bus priority measures, traffic calming measures and cycle and pedestrian improvements) fairly and reasonably related in scale and kind to the Development PROVIDED THAT the works to which such additional expenditure relates shall be over and above those Supplementary Transport Measures which are separately required

to be funded, provided or procured by or at the cost of the Brent Cross Partners and / or CRL under the Conditions in the S73 Permission and/or under this Agreement, including any such Supplementary Transport Measures required to accompany Reserved Matters Applications and/or Approvals, or to be addressed or identified and delivered through the Matrix, Phase Transport Reports or Reserved Matters Transport Reports and/or to be delivered under any section 38 or 278 agreement (or other similar statutory agreement relating to transport improvements or measures) in relation to new or existing highways works or improvements (including works on or associated with Bridge Structures).

- 1.3.6 (as to the Adjoining Boroughs fund shown on the CTF Schedule) for such necessary transport measures as shall be fairly and reasonably related to the transport impacts of the Development in the adjoining boroughs insofar as they are not otherwise addressed by the other provisions of this Schedule (including those relating to the A5 Corridor Study or the Area Wide Walking and Cycling Study or the Matrix and Transport Reports Schedule).
- 1.4 Decisions on expenditure from the Consolidated Transport Fund will be decided by the LPA and TfL acting through the Transport Strategy Group (in accordance with the arrangements described in **paragraph 2** of this **Schedule 3**) and subject to **paragraph 1.14** of this **Schedule 3**. Where such decisions relate to expenditure of the Transport Contingency Fund, the Transport Strategy Group will be required to take due account of any recommendations by the Transport Advisory Group but shall be entitled to initiate a funding requirement not dependant on a third party recommendation.
- 1.5 Subject to **paragraphs 1.8** and **1.9** of this **Schedule 3** the sums in the Consolidated Transport Fund shall be applied to the items listed in **paragraph 1.3** of this **Schedule 3** in the proportions set out in the CTF Schedule.
- 1.6 The LPA and TfL shall (subject to **paragraphs 1.8** and **1.9** of this **Schedule 3**) only use money from the Consolidated Transport Fund for the purposes authorised in this **paragraph 1** (and shall ensure that the Transport Strategy Group shall only consider the use of such money in accordance with such purposes). For the avoidance of doubt, money from the Consolidated Transport Fund may (at the discretion of the LPA and the Transport Strategy Group acting

reasonably and properly in the public interest) be paid to the Brent Cross Partners and/or CRL on the basis that the Brent Cross Partners and/or CRL (as the case may be) shall be required to carry out or procure the carrying out of any of the works, services, purposes, improvements or infrastructure referred to in **paragraph 1** of this Schedule.

- 1.7 Prior to paying any money from the Consolidated Transport Fund to any third party (including without limitation Network Rail), the LPA shall obtain legally enforceable obligations from such party (including if and insofar as may be reasonably practicable a provision that such obligations are for the benefit of, and enforceable by, the Master Developers under the Contracts (Rights of Third Parties) Act 1999 in which such third party agrees (so as to bind themselves and their successors) that:

1.7.1 the money is only to be spent for the purpose for which it is paid and in accordance with the terms of this Agreement;

1.7.2 any unspent money (including any accrued interest) will be refunded to the LPA for refunding into the Consolidated Transport Fund to be used in accordance with the terms of this **paragraph 1** or repayment to the Brent Cross Partners and / or CRL (on the basis of who paid the relevant money) and/or (as may be appropriate) the Estate Management Body pursuant to **paragraph 1.2.3** of this Schedule (as the case may require).

- 1.8 The LPA in conjunction with TfL in the Transport Strategy Group may (acting reasonably and in the public interest):

1.8.1 re-allocate funds if and to the extent that the amounts allocated for a specific purpose are not all expended (or are not to be used for the intended purpose or the purpose is to be delivered in a later Phase or Sub-Phase) from funds paid or payable into the Consolidated Transport Fund to allow such funds to be redirected towards one or more of the other items of expenditure listed in **paragraph 1.3** of this Schedule which following consultation with the Brent Cross Partners and CRL pursuant to **paragraph 1.14** of this Schedule are considered by the LPA and TfL (acting reasonably in the public interest and in close collaboration within the Transport Strategy Group) to require higher priority in the circumstances at the time including the following if the LPA and TfL so determine (acting reasonably in the public interest and in

close collaboration within the Transport Strategy Group):

- (a) Transport Interchange T4 (Cricklewood Station Interchange) Step Free Access Works;
- (b) Transport Interchange T4 (Cricklewood Station Interchange) Forecourt Works;
- (c) Rapid transit system including rapid transit system infrastructure (in the vicinity of Brent Cross Underground Station and Transport Interchange T4 (Cricklewood Station) Forecourt Works); and
- (d) Subject to agreeing the extent and scope of the works with TfL the Transport Interchange T3 (Brent Cross Underground Station) Forecourt Works.

1.8.2 following consultation with the Brent Cross Partners and CRL pursuant to **paragraph 1.8.1** of this **Schedule 3** re-allocate funds (if and to the extent that they are not used for one or more of the items of expenditure listed in **paragraph 1.3** of this Schedule) for such other purposes within the scope of that **paragraph 1.3** as they reasonably consider will provide:

- (i) optimum benefits (such as sustainable transport measures and inclusive access to the transport network within and around the Site); or
- (ii) appropriate mitigation of impacts or the improvement of the transport network within and around the Site if and insofar as they are fairly and reasonably related to the Development,

AND PROVIDED THAT such decisions to reallocate under this **paragraph 1.8** shall not (1) undermine the delivery of any Phase or Sub-Phase of the Development in accordance with the relevant Phase Transport Report and/or result in the reallocation of the funds identified for the A406 Supplementary Noise Mitigation described at **paragraph 1.3.2** of this **Schedule 3** if (and to the extent that) those works are required as part of the Acoustic Design Report approved pursuant to **Condition 29.1** of the S73 Permission in which case such funds as may be required for such purposes shall be expended for such purpose alone and/or (2) result in any increase in the total amount paid by the Brent Cross Partners and / or CRL (as the case may be) in respect of any Phase or

Sub-Phase as set out in the CTF Schedule.

- 1.9 The LPA and TfL hereby agree that in making any decision on the reallocation of funds in accordance with **paragraph 1.8** of this Schedule priority shall be given to allocating funds to cover the cost (as reasonably certified by TfL having regard to the Step Free Access Feasibility Study) of designing the Transport Interchange T3 (Brent Cross Underground Station) Step Free Access Works within Phase 1 or as early as reasonably practicable within the programme of the Development.
- 1.9A TfL agree with the Brent Cross Partners and CRL that (subject to the Brent Cross Partners paying the £120,000 Index Linked (RPI) to the Consolidated Transport Fund for the Step Free Access Feasibility Study) TfL shall carry out the Step Free Access Feasibility Study and provide a copy to the Brent Cross Partners and CRL as soon as reasonably practicable (but that shall not require TfL to complete such study earlier than 6 months after receipt of that money)_after such payment.
- 1.10 The LPA hereby covenants to use reasonable endeavours to ensure (and TfL covenants to make appropriate representations to request) that, where it is reasonable and proper to do so, contributions to the Consolidated Transport Fund (or to the purposes for which the Consolidated Transport Fund is to be used) shall be obtained from the developers and/or owners of other sites in the vicinity of the Site so as to appropriately mitigate the cumulative impacts of such other development with those of the Development (or otherwise to deliver improvements to the transport network insofar as they are fairly and reasonably related to the Development).
- 1.11 Subject to **paragraph 1.8** of this Schedule and there being sufficient funds in the Consolidated Transport Fund (and any associated funds obtained by the LPA and/or TfL as contemplated in **paragraph 1.10** of this Schedule and the agreement of the relevant operator of the Transport Interchange to the scope of the works), the LPA will use reasonable endeavours to deliver and/or procure the delivery of the Transport Interchange T3 (Brent Cross Underground Station) Step Free Access Works.
- 1.12 If an Acoustic Design Report approved under **Condition 29.1** of the S73 Permission specifies a time for the construction and completion of the A406 Supplementary Noise Mitigation (referred to in **paragraph 1.3.2** of this

Schedule) and the Brent Cross Partners and / or CRL (as the case may be) notify TfL of such timetable then TfL will either:

1.12.1 subject to **paragraph 1.8** of this Schedule and there being sufficient funds in the Consolidated Transport Fund (and any associated funds obtained by the LPA and/or TfL as contemplated in **paragraph 1.10** of this **Schedule 3**), use reasonable endeavours to deliver and/or procure the delivery of the A406 Supplementary Noise Mitigation in accordance with such timetable; or

1.12.2 within 28 days after receiving the Brent Cross Partners' and / or CRL's notice (as the case may be), notify the Brent Cross Partners and / or CRL (as the case may be) in accordance with **paragraph 1.6** of this **Schedule 3** that the Brent Cross Partners and / or CRL (as the case may be) shall carry out the A406 Supplementary Noise Mitigation and then:

(a) the LPA and TfL (jointly and severally) shall ensure that the sum(s) paid by the Brent Cross Partners in respect of such works in accordance with **paragraph 1** of this **Schedule 3** plus all interest actually accrued on such sum in the Consolidated Transport Fund is available until those A406 Supplementary Noise Mitigation shall have been carried out and completed by the Brent Cross Partners and or/ CRL (as the case may be) in accordance with the relevant agreement under section 278 of the Highways Act 1980;

(b) any section 278 highways agreement to be entered into by the Brent Cross Partners and or/ CRL (as the case may require) and TfL for the carrying out of those A406 Supplementary Noise Mitigation by the Brent Cross Partners and or/ CRL (as the case may be), shall be on the basis that payment for the reasonable and proper costs of such works (up to the amount paid by the Brent Cross Partners into the Consolidated Transport Fund and accrued interest as aforesaid) shall be discharged out of the Consolidated Transport Fund in accordance with **paragraph 1.6** of this **Schedule 3**.

1.13 If and to the extent that in respect of Phases 2 (South) of the Southern Development a Transport Report and/or any related monitoring reasonably demonstrates that (in order to ensure compliance with the Matrix and Transport

Reports Schedule and the obligations in this Agreement relating thereto) there is a need fairly and reasonably related to the impacts of the Southern Development for additional public transport intervention or for mitigation earlier than anticipated in the CTF Schedule, TfL and the LPA, through the Transport Strategy Group may require CRL to accelerate a payment into the Consolidated Transport Fund from the sums allocated in the CTF Schedule for bus subsidies which are payable in Phase 3 of the Southern Development so as to require CRL (to the extent reasonably necessary to remedy the need to further mitigate such impacts of the Southern Development by way of additional public transport intervention or earlier mitigation) to make such payment in an earlier Phase than is set out in the CTF Schedule PROVIDED THAT:

- 1.13.1 any such accelerated payment shall not be payable before the Commencement of Phase 2 (South);
- 1.13.2 any such accelerated payment shall not be payable before all of the £4,300,000 Index Linked (RPI) payable for bus subsidies within Phase 1 as identified in the CTF Schedule has been spent for such purposes;
- 1.13.3 no such payment shall be required to be paid by CRL to the extent that sums payable for bus subsidies within Phase 1 as identified in the CTF Schedule have been reallocated pursuant to **paragraphs 1.8 and 1.9** of this **Schedule 3**;
- 1.13.4 the liability for any accelerated payment shall be upon and paid by CRL;
- 1.13.5 before requiring any accelerated payment from CRL TfL and the LPA acting through the Transport Strategy Group shall provide CRL with a report which:
 - (i) refers to the need for additional public transport intervention or for mitigation earlier than reasonably anticipated as evidenced in the relevant Transport Report as aforesaid;
 - (ii) identifies and provides a specification for the proposed additional public transport intervention or mitigation proposed to address such need;
 - (iii) identifies the reasonable and proper estimated costs of the proposed additional public transport intervention or mitigation so specified;

(iv) identifies a programme for the delivery of the proposed additional public transport intervention or mitigation so specified with the estimated costs budgeted through the programme; and

(v) confirms if or when it is expected that the payments in respect of bus subsidies in Phase 1 have or will be fully expended with such supporting information as is reasonably required to establish this;

1.13.6 CRL shall make such accelerated payments in stages in accordance with the budget programme referred to at **paragraph 1.13.5(iv)** of this **Schedule 3** as reasonably specified by the LPA and TfL.

1.14 The Brent Cross Partners and CRL shall have the right to make representations to the LPA, TfL, and the Transport Strategy Group including matters regarding the expenditure of monies in the Consolidated Transport Fund, the purposes for which such monies are spent within the scope of **paragraphs 1.3, 1.8, 1.9, 1.10 and 1.13** of this Schedule and the timing of the provision of such infrastructure, items, mitigation or benefits. The LPA, TfL and the Transport Strategy Group shall take account of such representations and of any evidence from or on behalf of the Brent Cross Partners and / or CRL (as the case may be) as to the adverse impacts that are likely to arise if such infrastructure, items, mitigation or benefits are not provided as suggested by the Brent Cross Partners and / or CRL (as the case may be) and act reasonably (but shall not otherwise be constrained in the proper exercise of their judgement or discretion) in light of such information and any other relevant information to be considered in that context.

1.15 The LPA covenants with the Brent Cross Partners and CRL that they shall be provided on reasonable request with copies of any reports to or other information to be formally considered by the Transport Strategy Group in the discharge of its functions and minutes of meetings and records of decisions of the Transport Strategy Group under the terms of this Agreement and the TSG Terms of Reference PROVIDED THAT:

1.15.1 the obligation to provide such reports or other information may be discharged by providing copies in electronic form including its publication on a web site of the LPA and/or a dedicated Transport Strategy Group web site which is open to the public; and

1.15.2 this right to copies of any report or other information shall not apply if and to the extent that the publication of such report or information is not required by virtue of any statutory or other regulatory exemption or immunity which may be relevant in the circumstances.

1.16 The obligations in:

1.16.1 **Paragraphs 1.1 and 1.1A** of this Schedule bind the land for Phase 1B (North) (with the obligation to pay the respective Phased Payment in the case of **paragraph 1.1** for Phase 1B (North) and (if payable) the payment under **paragraph 1.1A**);

1.16.2 **Paragraph 1.1B** of this Schedule shall bind the land for the Southern Development in each Phase and Sub-Phase specified in the CTF Schedule separately (with the obligation to pay the respective Phased Payment for that Phase or Sub-Phase of the Southern Development);

1.16.3 **Paragraph 1.13** of this Schedule binds the land for Phase 2 (South) and Phase 3 of the Southern Development and takes effect upon the Commencement of Phase 2 (South) or Phase 3 (whichever is the earlier).

2. **TFL's ROLE IN PROTECTING THE STRATEGIC TRANSPORT NETWORK**

2.1 **Key principle**

2.1.1 **STN Applications**

2.1.2 It is agreed that the following general principles will apply to identify and determine STN Applications where both the LPA and TfL will need to consider STN Applications in a closely collaborative and coordinated process with a view to ensuring that STN Applications are (insofar as is lawful and reasonable) determined on a basis of full consensus between the LPA and TfL in relation to the Details or the strategy or scheme in question and in any event in accordance with the TSG Terms of Reference.

2.1.3 The LPA and TfL acting within the Transport Strategy Group (or such other mechanism, including appropriate delegations to officers, as the LPA and TfL may from time to time jointly approve after proper consultation with the Brent Cross Partners and / or CRL (as the case

may be) will be required to act and operate in close collaboration and coordination in considering and agreeing the determination of applications for approval or authorisation of (or otherwise consenting to) the following applications under the S73 Permission or this Agreement (which are collectively referred to as "STN Applications"):

- (a) the Monitoring Strategy and any amendment or update thereto in accordance with **Condition 37.8** of the S73 Permission;
- (b) the Matrix and Phase Transport Reports (including the specification and scope of such reports) or any Further Transport Reports;
- (c) (insofar as they are likely to have significant impacts on the Strategic Transport Network which have not been fully addressed when approving the Matrix or Phase Transport Reports or Reserved Matters Transport Reports) any Reserved Matters Transport Reports, and/or Other Matters Approvals and/or Reserved Matters Approvals which individually are for any of the following matters covered by the Town and Country Planning (Mayor of London) Order 2000:
 - (i) buildings comprising or including the provision of more than 500 houses and flats;
 - (ii) development comprising or including the provisions of flats or houses where the development occupies more than 10 hectares;
 - (iii) development that has a total floor space of more than 15,000 square metres;
 - (iv) a railway station;
 - (v) a bus station (including the Bus Station Temporary Relocated Facility),
- (d) and in all cases which are likely to have a significant impact upon the Strategic Transport Network and which have not been fully addressed in the Matrix or Phased Transport Reports or Reserved Matters Transport Reports:
 - (i) amendments or updates to the Framework Travel Plan;

- (ii) the A5 Corridor Study (including the scope and indicative programme of the study and the Supplementary Transport Measures arising from it);
- (iii) Area Wide Walking and Cycling Study and Pedestrian and Cycle Strategy and the scope of the Supplementary Transport Measures arising from that Strategy;
- (iv) an application under **paragraph 7.1** of this Schedule for approval of an alternative model to supersede the BXC Transport Model;
- (v) the site wide Construction Transport Management Plan;
- (vi) the Car Parking Management Strategy;
- (vii) amendments or updates to the Framework Servicing and Delivery Strategy;
- (viii) any application to amend or vary the Matrix and Transport Reports Schedule in accordance with **paragraph 7.2** of this Schedule below;
- (ix) any improvements or enhancements to the existing Brent Cross Bus Station;
- (x) the Transport Interchange T3 (Brent Cross Underground Station) Forecourt Works (which for the avoidance of doubt will be the responsibility of the Transport Strategy Group to arrange through the Consolidated Transport Fund in accordance with **paragraphs 1** and **2.2** of this Schedule);
- (xi) the Transport Interchange T4 (Cricklewood Station Interchange) Step Free Access Works (which for the avoidance of doubt will be the responsibility of the Transport Strategy Group acting in conjunction with Network Rail to arrange through the Consolidated Transport Fund in accordance with **paragraphs 1** and **2.2** of this Schedule);
- (xii) the Transport Interchange T3 (Brent Cross Underground Station) Step Free Access Works (which for the avoidance of doubt will be the responsibility of the Transport Strategy

Group to arrange through the Consolidated Transport Fund and prepared by TfL and submitted to the LPA for approval in accordance with the TSG Terms of Reference);

(xiii) the approval of the Step-Free Access Feasibility Study (which for the avoidance of doubt shall be prepared by TfL and submitted to the LPA for approval in accordance with the TSG Terms of Reference);

(xiv) any application for approval of any Bridge Structures;

(xv) any variations to the terms of any relevant approvals consents or authorisations to the items referred to at **paragraphs 2.1.3 (d)(i) – (xiii)** of this Schedule which of themselves are likely to have a significant impact on the Strategic Transport Network and which have not been fully addressed in the relevant Phased Transport Reports or Reserved Matters Transport Reports or as part of the assessment of the original STN Applications (or the approvals pursuant to such STN Applications) to which such variations relate;

(c) any application under the Estate Management Framework (including any subsequent Planning Agreement relating thereto) to close any Public Realm pursuant to the arrangements provided for in **paragraph 23.4 and 23.12 of Schedule 2** where such closure is likely to have a significant adverse effect on the operation of the Strategic Transport Network or on public buses.

2.1.4 TfL agree not to delay or obstruct the approval process for reasons not related to the reasonable exercise of their statutory role in protecting the Strategic Transport Network.

2.2 **Transport Strategy Group**

2.2.1 The LPA and TfL hereby covenant between themselves and with the Brent Cross Partners and CRL to establish the Transport Strategy Group as soon as reasonably practicable after the date of this Agreement in accordance with the TSG Terms of Reference.

2.2.2 Once the Transport Strategy Group is established, the LPA and TfL will operate the Transport Strategy Group in accordance with the TSG Terms of Reference in processing and determining STN Applications in accordance with:

- (a) the S73 Permission and this Agreement; and
- (b) the protocols and powers (including such powers as may properly be delegated to officers in such documents) reasonably and properly agreed by the LPA and TfL from time to time in accordance with this Agreement after proper consultation with the Brent Cross Partners and CRL.

2.2.3 The Brent Cross Partners or CRL (or both jointly and severally) (as the specific circumstances may require pursuant to **paragraphs 2.2.3 (c) and (d)** below) shall submit any STN Applications to the LPA and send a copy to TfL on the basis that:

- (a) such applications will be considered by the LPA and TfL jointly, in accordance with the TSG Terms of Reference and the protocols of the BXC Transport Strategy Group and/or by such other arrangements as the LPA and TfL (and/or the Mayor for London (if he has statutory jurisdiction over the relevant STN Application)) may reasonably and properly require from time to time and after proper consultation with the Brent Cross Partners and / or CRL (as the case may be) decide as being appropriate for considering and determining STN Applications;
- (b) the LPA and TfL hereby covenant between themselves and with the Brent Cross Partners and CRL that they shall not unreasonably delay the determination of any STN Application or unreasonably withhold approvals consents or authorisations with respect to any such STN Application or any CTF Decision;
- (c) the Brent Cross Partners shall be responsible for making all STN Applications in respect of development included within the Northern Development (including all STN applications in respect of Phase 1 (North) Critical Infrastructure); and
- (d) CRL shall be responsible for making all STN Applications in respect of development included within the Southern Development.

2.2.4 Where:

- (a) officers of the LPA are to determine an STN Application the decision notice in relation to that STN Application shall be issued by the LPA in terms which (insofar as shall be lawful) are in accordance with the decision of the Transport Strategy Group;
- (b) members of the LPA are to make the decision in relation to any STN Application and the officer recommendation in relation to that STN Application shall (insofar as shall be lawful) be in terms which are in accordance with the decision of the Transport Strategy Group.

2.3 The Brent Cross Partners or CRL (as the circumstances may require) covenant with the LPA and TfL that they shall use all reasonable endeavours when the relevant part of the Northern Development or Southern Development (as the case may be) authorised by the relevant approvals consents agreements or authorisations issued by the LPA pursuant to the STN Application is implemented to carry out such works in compliance with the terms of those relevant Phase Details, Necessary Consents approvals consents agreements or authorisations unless the LPA shall agree or approve otherwise (PROVIDED THAT any request or application for such agreement or approval shall be made and determined in accordance with **clauses 4.7 to 4.9** and shall be treated as an STN Application if it satisfies the criteria set out in **paragraph 2.1.3(d)(xv)** of this **Schedule 3**).

2.3A **Paragraph 2.3** above shall take effect in the case of each Phase of the Northern Development or Southern Development (as the case may be) from Commencement of the relevant Phase in the Northern Development (in the case of the obligations of the Brent Cross Partners) or Commencement of the Southern Development in the relevant Phase (in the case of the obligations of CRL) (as the case may be). Where the obligation of the Brent Cross Partners or CRL (as the circumstances may require) under **paragraph 2.3** relates to an STN Application:

- (a) which relates solely to the development of a Plot then the obligation shall only bind the relevant Plot (save and except any Critical Infrastructure required to serve the Development as a whole and/or any Phase or Sub-Phase of the Development or to benefit the wider area within which the Development is located) in which event the obligation shall bind all of the land within Phase 1 (North) in the case of the Northern Development or the

relevant Phase of the Southern Development (as the case may be) in which such Critical Infrastructure is to be delivered;

- (b) which is to be delivered as part of a Phase of the Northern Development or any Phase or Sub-Phase of the Southern Development then the obligation shall (in the case of STN Applications by the Brent Cross Partners) bind the land for Phase 1 (North) or Phase 2 (North) (as the case may be) and (for STN Applications by CRL) shall bind the land for the Southern Development in the relevant Phase or Sub-Phase to which the relevant STN Application relates; and
- (c) and in the case of STN applications made by the Brent Cross Partners and CRL jointly and severally which relate to the Site or the Development as a whole or in more than one Phase then the obligation shall bind all interests that the Brent Cross Partners and/or CRL and/or the applicant (being a Principal Developer) may respectively hold in the Site at the date of making such STN Applications.

2.3B Paragraphs 2.1 to 2.3 above are subject to the following provisions:

2.3B.1 nothing in this **paragraph 2** of this **Schedule 3** shall prevent the Brent Cross Partners and/or CRL (as the circumstances may require) from appealing to the Secretary of State against the refusal or non-determination of an STN Application or applying to vary the terms of any relevant approvals, consents, agreements or authorizations issued by the LPA pursuant to an STN Application and if as a result the terms of any such relevant approvals, consents, agreements or authorisations are varied then the provisions of this **paragraph 2.3** shall apply to such varied approvals, consents, agreements or authorisations; and

2.3B.2 the items referred to in the STN Applications referred to at **paragraphs 2.1.3.(d) (x), (xi), (xii) and (xiii)** of this **Schedule 3** above are to be the responsibility of the LPA and/or TfL pursuant to the contributions to the Consolidated Transport Fund and neither the Brent Cross Partners, nor CRL shall be under any obligation to lodge any application for or to provide those items.

TfL Costs

2.4 The Brent Cross Partners and CRL (jointly and severally subject to **paragraphs 2.4.5 and 2.4.6**) shall (before making the first STN Application) pay to the LPA

the sum of £50,000.00 Index Linked (RPI) and thereafter shall (subject to **paragraph 2.4.5** below) make nine further annual payments of £50,000.00 Index Linked (RPI) on each of the nine anniversaries following the date of the making of the first STN Application such sums to be held by the LPA as stakeholder for TfL as a contribution towards TfL's reasonable and proper costs incurred in connection with their participation in the Transport Strategy Group in connection with the consideration and determination of STN Applications and CTF Decisions PROVIDED NEVERTHELESS that if in any year TfL's reasonable and proper costs shall exceed the sum of £50,000.00 Index Linked (RPI) they may (subject to **paragraphs 2.4.5** and **2.4.6** below) require the Brent Cross Partners and CRL (jointly and severally) to indemnify them against such additional costs in respect of the Development ("**Additional Costs**") PROVIDED THAT:

- 2.4.1 the liability of the Brent Cross Partners and CRL in the period of ten years following the date of submission of the first STN Application shall not exceed £500,000 (Index Linked (RPI)) exclusive of any value added tax payable thereon that is not recoverable by TfL;
- 2.4.2 before payment of any such Additional Costs becomes due TfL shall submit to the Brent Cross Partners and CRL full details of the additional costs being claimed together with such evidence as the Brent Cross Partners and CRL shall reasonably require to demonstrate that such costs have been incurred solely in connection with TfL's participation in the Transport Strategy Group;
- 2.4.3 additional costs shall only be payable by the Brent Cross Partners and CRL (jointly and severally subject to **paragraphs 2.4.5** and **2.4.6**) if TfL provides the Brent Cross Partners and CRL with advance written notice during the relevant year that it has spent the previous contribution of £50,000 Index Linked (RPI) and provided such evidence as the Brent Cross Partners and CRL shall reasonably require to demonstrate that such costs have been incurred solely in connection with TfL's participation in the Transport Strategy Group;
- 2.4.4 TfL's obligations in this Agreement shall not be subject to its costs incurred in connection with its participation in the Transport Strategy Group not exceeding the £500,000 Index Linked (RPI) payment from the Brent Cross Partners and CRL;

2.4.5 for the avoidance of doubt:

- (a) the Brent Cross Partners shall not be obliged to comply with the obligations in this **paragraph 2.4** until the Brent Cross Partners decide to submit a STN Application; and
- (b) CRL shall not be obliged to comply with the obligations in this **paragraph 2.4** until CRL decides to submit a STN Application; and

2.4.6 the Brent Cross Partners' and CRL's payment obligations under this **paragraph 2.4** shall separately cease on the earliest of the following events or circumstances to occur:

- (a) the date of the completion of the Northern Development (in the case of the Brent Cross Partners' payment obligations) or Southern Development (in the case of CRL's payment obligations); or
- (b) (unless otherwise agreed by the Brent Cross Partners or CRL (as the case may be) and the LPA in accordance with the provisions of **clauses 4.7 to 4.9**) completion of all Phases and Sub-Phases of the Northern Development (in the case of the Brent Cross Partners' payment obligations) or the Southern Development (in the case of CRL's payment obligations) in which the Northern Development or Southern Development (as the case may be) shall have Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Northern Development or Southern Development (as the case may be) in any subsequent further Phase(s) and Sub-Phase(s) (including expiration of the S73 Permission in respect of such subsequent Phase(s) and Sub-Phase(s) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission); or
- (c) (unless otherwise agreed by the Brent Cross Partners or CRL (as the case may be) and the LPA in accordance with the provisions of **clauses 4.7 to 4.9**) completion of such Phase(s) and Sub-Phase(s) of the Northern Development (in the case of the Brent Cross Partners' payment obligations) or the Southern Development (in the case of CRL's payment obligations) as may have been Commenced prior to the date when the Brent Cross Partners declare that the Northern Development or CRL declare the

Southern Development (as the case may be) is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

3. **BUS SERVICES – NORTHERN & SOUTHERN DEVELOPMENTS**

3.1 **Bus Mitigation During Construction**

3.1.1 Subject to **paragraph 3.1.3** below, the Brent Cross Partners (so as to bind the land for the Northern Development in Phase 1 (North) and Phase 2 (North) separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant with the LPA and TfL that prior to the moving or relocation of bus stops/shelters and/or the re-routeing of buses during and as a result of the construction of the relevant Phase or Sub-Phase of the Northern Development or Southern Development the Brent Cross Partners or CRL (as the case may be) shall:

- (a) agree the extent of the movement, relocation and re-routeing with the LPA and TfL; and
- (b) pay (prior to Commencement of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) in which the need for such relocation or re-routeing arises) to the LPA for payment to TfL the reasonable and proper costs anticipated to be incurred by TfL (notified in writing to the Brent Cross Partners or CRL (as applicable)) in moving or relocating the bus stops/shelters and re-routeing buses during and as a result solely and directly of the construction of the Northern Development or Southern Development (as the case may be) as certified by TfL (acting reasonably).

3.1.2 Subject to **paragraph 3.1.3** below, in the event that the reasonable and properly incurred costs are less than the costs paid by the Brent Cross Partners or CRL (as the case may be) under **paragraph 3.1.1(b)** for the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) TfL shall repay the difference to the party which paid the relevant monies within 28 days of completion of the relevant works and in the event that the reasonable and properly incurred costs are more than the Brent Cross Partners or

CRL (as the case may be) shall have previously paid for such works in the relevant Phase or Sub-Phase of the Northern Development or Southern Development the Brent Cross Partners or CRL (as the case may be) shall pay the excess to the LPA within 14 days of a written demand therefor from TfL and the LPA shall pay such monies to TfL as soon as reasonably practicable after receipt of payment thereof from the Brent Cross Partners or CRL.

3.1.3 The following provisions apply in respect of any certificate or written demand or notice issued by TfL under **paragraphs 3.1.1(b) or 3.1.2** above:

- (a) before submitting any written demand or notice TfL shall provide the Brent Cross Partners or CRL (as the case may be) with a report which:
 - (i) identifies and provides a specification for the relevant works;
 - (ii) provides a justification for why such works are necessary to mitigate the impacts of the construction of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be);
 - (iii) identifies the reasonable and proper estimated costs of the relevant works;
 - (iv) identifies a programme for the delivery of the relevant works with the estimated costs budgeted through the programme;
- (b) the Brent Cross Partners or CRL (as the case may be) shall pay to the LPA the estimated cost of the relevant works in the relevant Phase or Sub-Phase of Northern Development or Southern Development (as the case may be) in accordance with the costs budget no later than 14 days after the date of TfL's written demand or notice therefor.

3.1.4 The obligations in **paragraph 3.1** shall take effect from the date when the S73 Permission is granted.

3.2 Bus Network and Priority

Northern & Southern Developments

3.2.1 Prior to submitting the A5 Corridor Study in accordance with **Condition 2.7** of the S73 Permission the Brent Cross Partners (so as to bind the land for Phase 1 (North)) and / or CRL (so as to bind the land for Phase 1 (South)) jointly and severally covenant with the LPA and TfL to procure the undertaking by professional consultants of appropriate experience (at the Brent Cross Partners' and CRL's joint and several expense):

- (a) a scope for the programme of monitoring referred to in **paragraph (b)** below to be submitted by the Brent Cross Partners and / or CRL (jointly and severally) to and agreed by the LPA and TfL acting in accordance with the TSG Terms of Reference; and
- (b) a programme of monitoring of bus corridors within the A5 Corridor Study area and within the Site in accordance with the approved scope which will:
 - (i) look at individual routes to provide baseline data on bus journey times; and
 - (ii) identify further bus priority measures in accordance with **paragraph 3.2.3** below,

on the corridors that serve the Site (including the nature and benefits of existing bus priority on the A5 within the A5 Corridor Study area).

3.2.2 As part of the Monitoring Strategy and as part of each Phase Transport Report the Brent Cross Partners (so as to bind the land for the Northern Development in Phase 1 (North) and Phase 2 (North) separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) jointly and severally for Phases 1 and 2 and CRL separately for the subsequent Phases covenant (subject to **paragraph 3.2.5** below) with the LPA and TfL to procure the undertaking for each Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) by professional consultants of appropriate

experience (at the Brent Cross Partners' and / or CRL's expense (as the case may be)):

- (a) a scope for the further monitoring referred to in **sub-paragraph (b)** below to be submitted by the Brent Cross Partners and/or CRL jointly and severally to and agreed by the LPA and TfL acting in accordance with the TSG Terms of Reference; and
- (b) further monitoring of the bus corridors within the A5 Corridor Study area and within the Site in accordance with the approved scope which will look at individual routes to assess the bus journey times on the sections of roads being altered as a result of the Development and adjacent short lengths.

3.2.3 To the extent that the monitoring and study of the bus corridors pre and/or post Commencement of a Phase or Sub Phase in accordance with **paragraphs 3.2.1 and 3.2.2:**

- (a) identifies significant delays in bus journey times in excess of those projected in the Transport Assessment within the A5 Corridor Study area and/or within the Site that are directly, fairly and reasonably attributable to the traffic impacts of the Northern Development and / or Southern Development and/or both cumulatively (as the case may be) (unless and to the extent that they are impacts for which the mitigation has already been paid or is already committed to be provided by the Brent Cross Partners and/or CRL (as the case may require) under any other express provisions or obligations under this Agreement) or the S73 Permission or any related statutory agreement or Necessary Consent; and
- (b) identifies Supplementary Transport Measures that can reasonably be delivered within the highway boundary and up to 400m from the junctions listed at paragraph 3.2 of the DSF to mitigate such significant delays in bus journey times,

the obligations in **paragraphs 3.2.4 and 3.2.5** (as applicable) below shall apply.

**Supplementary Transport Measures Identified Pre
Commencement of Phase or Sub Phase**

3.2.4 For Supplementary Transport Measures identified pre commencement of a Phase or Sub Phase pursuant to **paragraph 3.2.3** above, the Brent Cross Partners (to the extent that such measures are identified as a result of the Northern Development) and/or CRL (to the extent that such measures are identified as a result of the Southern Development) shall for such Supplementary Transport Measures:

- (a) submit as part of their next Phase Transport Report(s) as part of their next Phase Transport Report(s) to and obtain the approval of the LPA and TfL to a programme for such Supplementary Transport Measures to be completed and/or provided as part of the next Phase(s) or Sub-Phase(s) in the Northern Development and / or Southern Development (as the case may be); and
- (b) (subject in the case of the Brent Cross Partners to them having Commenced the relevant Phase or Sub-Phase of the Northern Development and in the case of CRL to it having Commenced the relevant Phase or Sub-Phase of the Southern Development) complete or procure the completion of the measures in accordance with the agreed programme in such Phase(s) or Sub-Phase(s) or shall pay the reasonable and proper costs of TfL and / or the relevant highway authority (as the case may require) for the provision and implementation of such measures in either case through payment to the LPA pursuant to this sub-paragraph for forwarding to the highway authority (following agreement in writing of the amount between the Brent Cross Partners and the highway authority) or a Section 278 Agreement or such other statutory agreement as may in the circumstances be appropriate to be completed in accordance with the LPA's approval of such programme of measures.

**Supplementary Transport Measures Identified Post
Commencement of Phase or Sub Phase**

3.2.5 For Supplementary Transport Measures identified post Commencement of the relevant Phase or Sub Phase pursuant to **paragraph 3.2.3**

above, the Brent Cross Partners (up to a total aggregate cap of £2,000,000 for the Brent Cross Partners in respect of the liabilities under **paragraphs 3.2.3 to 3.2.5**) and/or CRL (as the case may require) shall:

- (a) submit to and obtain the approval of the LPA and TfL to a programme for such Supplementary Transport Measures to be completed and/or provided in association to the Northern Development and / or Southern Development (as the case may be); and
- (b) (subject in the case of the Brent Cross Partners to them having Commenced the relevant Phase or Sub-Phase of the Northern Development and in the case of CRL to it having Commenced the relevant Phase or Sub-Phase of the Southern Development) complete or procure the completion of the approved measures in accordance with the agreed programme in such Phase(s) or Sub-Phase(s) or shall pay the reasonable and proper costs of TfL and / or the relevant highway authority (as the case may require) for the provision and implementation of such measures in either case through payment to the LPA pursuant to this sub-paragraph for forwarding to the highway authority (following agreement in writing of the amount between the Brent Cross Partners and the highway authority) or a Section 278 Agreement or such other statutory agreement as may in the circumstances be appropriate to be completed in accordance with the LPA's approval of such programme of measures.

3.2.6 The Brent Cross Partners (in relation to the Northern Development) and CRL (in relation to the Southern Development) (as the case may be) shall be separately fully released from all obligations and liability under this **paragraph 3.2** forthwith upon:

- (a) 10 years after occurrence of the earlier of the following events:
 - (i) completion of the Northern Development or Southern Development (as the case may be);
 - (ii) completion of all Phases 1 (North) and 2 (North) (in the case of the Brent Cross Partners) and all Phases or Sub-Phases of the Southern Development (in the case of CRL)

that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Northern Development and/or Southern Development (as the case may be) in any subsequent further Phase(s) or Sub-Phase(s) (including expiration of the S73 Permission in respect of such subsequent Phase(s) or Sub-Phase(s) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission);

- (iii) completion of such Phase(s) or Sub-Phase(s) of the Northern Development or Southern Development (as the case may be) as may have been Commenced prior to the date when the Brent Cross Partners or CRL (as the case may be) declare that the Northern Development or Southern Development (as the case may be) is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented; or
- (b) the Brent Cross Partners or CRL (as the case may be) discharging all liability attributable to the Northern Development or Southern Development (as the case may be) under **paragraph 3.2**;
- (c) the Brent Cross Partners or CRL (as the case may be):
 - (i) electing at any time to pay all outstanding liability attributable to the Northern Development or Southern Development (as the case may be) under **paragraph 3.2** into the Consolidated Transport Fund and agreeing in writing with the LPA and TfL the amount of such payment;
 - (ii) paying the amount agreed under **sub-paragraph (i)** above to the LPA for deposit into the Consolidated Transport Fund.

3.2.7 The obligations in this **paragraph 3.2** shall take effect from the date when the S73 Permission is granted if and to the extent that the Brent Cross Partners and/or CRL decide to submit any Reserved Matters Application or any Other Matters Application.

3.2.8 For the avoidance of doubt:

- (a) the Brent Cross Partners shall not be obliged to comply with the obligations in this **paragraph 3.2** above until the Brent Cross

Partners decide to submit any Reserved Matters Application or any Other Matters Application; and

- (b) CRL shall not be obliged to comply with the obligations in this **paragraph 3.2** above until CRL decides to submit any Reserved Matters Application or any Other Matters Application.

3.3. The Brent Cross Partners (so as to bind the land for Phase 1 (North) and Phase 2 (North) separately and CRL (so as to bind the land for the Southern Development in each Phase separately) shall as part of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be):

3.3.1 construct or procure the construction of the bus lanes, bus and access only routes and bus stops located in the relevant Phase or Sub-Phase of the Northern Development (in the case of the Brent Cross Partners) or the Southern Development (in the case of CRL) the location of which is shown indicatively on Drawing No D119038/046 Rev B (a copy of which is annexed to this Agreement in **Schedule 8**); and

3.3.2 the details of which shall (in accordance with **Condition 2.1(e)(v)** of the S73 Permission) be provided with the relevant Reserved Matters Applications as part of the works to the junctions and roads that are being altered or constructed as part of the relevant Phase or Sub-Phase of the Northern Development (in the case of the Brent Cross Partners) or the Southern Development (in the case of CRL),

so that such bus lanes, bus and access only routes and bus stops are available for use upon Practical Completion of the relevant road or junction works unless and to the extent that either (a) the LPA and TfL shall agree otherwise (in accordance with **clauses 4.7 to 4.9**) or (b) there is a Force Majeure resulting in delay.

3.4 The obligation in **paragraph 3.3** shall in respect of:

3.4.1 the relevant Phase or Sub-Phase of the Northern Development take effect on Commencement of that Phase or Sub-Phase in the Northern Development;

3.4.2 the relevant Phase or Sub-Phase of the Southern Development take effect on Commencement of that Phase or Sub-Phase in the Southern Development.

4 **TRANSPORT INTERCHANGE 2 (REPLACEMENT BRENT CROSS BUS STATION)
– NORTHERN DEVELOPMENT**

Bus Station Temporary Relocation Works & Bus Station Temporary Relocated Facility

- 4.1 The Brent Cross Partners shall not in carrying out the Development or any related demolition works prevent or restrict the operation of the existing Brent Cross Bus Station or (without having first agreed alternative access / egress arrangements in writing with TfL) prevent or unduly restrict the existing access / egress unless and until either a Bus Station Temporary Relocated Facility or the Transport Interchange T2 (Replacement Brent Cross Bus Station) has been completed (whichever is the earlier).
- 4.2 In the event that it is necessary temporarily to relocate the existing Brent Cross Bus Station during Phase 1 (North) prior to the Transport Interchange T2 (Replacement Brent Cross Bus Station) being Practically Completed and ready for use then the following obligations shall apply:
- 4.2.1 the Brent Cross Partners shall submit the details of the Bus Station Temporary Relocation Works to the LPA and TfL for approval as part of the Phase 1A (North) Details to be approved in accordance with **Condition 13.1** of the S73 Permission prior to the Commencement of Phase 1A (North) and such details will need to demonstrate to the reasonable satisfaction of the LPA and TfL in accordance with the TSG Terms of Reference that:
- (a) the Bus Station Temporary Facility shall be available and suitable for use by TfL the Bus Operators and their staff and passengers for so long as may be necessary between the closure of the existing Brent Cross Bus Station as a result of the Development and the provision of the Transport Interchange T2 (Replacement Brent Cross Bus Station);
 - (b) the reasonable specification and requirements of TfL and/or the bus operators will be fulfilled (including the provision of driver toilets and other reasonable facilities) including that the Bus Station Temporary Relocated Facility will be same capacity as the existing Brent Cross Bus Station.

Transport Interchange T2 (Replacement Brent Cross Bus Station)

4.3 The Brent Cross Partners shall:

4.3.1 prior to the Commencement of Phase 1B (North) design the Phase 1B (North) Details for the Transport Interchange T2 (Replacement Brent Cross Bus Station) in accordance with the agreed design principles and minimum and maximum dimensions set out in **Schedule 6** to this Agreement and shall settle the detail of the design with the LPA and TfL through a design procurement process to be agreed with TfL;

4.3.2 at no cost to TfL or the Council (save to the extent of any costs which the Council or TfL may separately agree to undertake) provide or procure the provision of Transport Interchange T2 (Replacement Brent Cross Bus Station) in accordance with (a) the relevant Phase 1B (North) Details and Necessary Consents and (b) the relevant Overarching Delivery Obligations unless and to the extent the provisions of **paragraph 2.1.2** of **Schedule 2** are triggered so as to reasonably justify a delay in the delivery of the completion of the Transport Interchange T2 (Replacement Brent Cross Bus Station) in which case **paragraphs 2.1.3 to 2.1.6** of **Schedule 2** shall apply provided that the references to requiring the consent of the LPA to the suspension of the obligation to deliver the Critical Infrastructure and approval of the revised Primary Development Delivery Programme for the Critical Infrastructure in Phase 1B (North) shall also require the consent of TfL in relation to any suspension and revised programming for the Transport Interchange T2 (Replacement Brent Cross Bus Station).

4.4 Unless the works necessary for the construction and provision of Transport Interchange T2 (Replacement Brent Cross Bus Station) shall have been legally committed to be delivered by the Brent Cross Partners prior to the date 8 years after the commencement of the use of the Bus Station Temporary Relocated Facility, then the Brent Cross Partners covenant that if requested by TfL in writing (acting reasonably) they shall provide or procure the carrying out completion and provision of the Bus Station Temporary Relocated Facility Permanent Enhancement Works in accordance with the details and programme approved by the LPA and TfL unless and until the Transport Interchange T2 (Replacement Brent Cross Bus Station) is completed and capable of operation or TfL agree otherwise in writing.

4.5 In submitting details for approval of the uses within Phase 1B (North) directly adjoining the Transport Interchange T2 (Replacement Brent Cross Bus Station) and the programme for delivery of the Plots comprising those uses, the Brent Cross Partners shall ensure that the details include a detailed delivery programme of development for such uses together with any other surveillance measures (such surveillance measures to be approved by the LPA and TfL) demonstrating that by the time the Transport Interchange T2 (Replacement Brent Cross Bus Station) is open for use by the public the land and any buildings adjoining the Transport Interchange T2 (Replacement Brent Cross Bus Station) will offer surveillance of the pedestrian route to the Transport Interchange T2 (Replacement Brent Cross Bus Station) unless otherwise agreed in writing with the LPA and TfL. This will include CCTV and such natural surveillance as is reasonably necessary and practicable unless otherwise agreed in writing with the LPA and TfL.

4.6 Subject to their having Commenced the Development in Phase 1B (North), the Brent Cross Partners shall deliver the surveillance measures approved by the LPA and TfL by the time the Transport Interchange T2 (Replacement Brent Cross Bus Station) is open for use by the public PROVIDED THAT this requirement shall not apply to:

- (a) the provision of surveillance from other buildings (or parts of buildings) or other development which are to adjoin the Transport Interchange T2 (Replacement Brent Cross Bus Station) but which have yet to be constructed or completed if and so long as the Brent Cross Partners shall have sought approval to and committed to delivering reasonable and effective intermediate arrangements to provide alternative means or providing surveillance in the interests of enabling members of the public and staff employed at the bus station or on the transport network to enjoy reasonable security whilst using the Transport Interchange T2 (Replacement Brent Cross Bus Station) and the various thoroughfares leading to or from it.

4.7 The obligations in:

4.7.1 **paragraph 4.1** shall bind the land for Phase 1 (North);

4.7.2 **paragraph 4.2 to 4.4** shall bind the land for Phase 1B (North).

- 4.8 The obligations in **paragraph 4** shall take effect from the date when the S73 Permission is granted if and to the extent that the Brent Cross Partners decide to submit any Reserved Matters Application or any Other Matters Application.

5 TRANSPORT INTERCHANGE T1 (NEW TRAIN STATION AND TRANSPORT INTERCHANGE) – SOUTHERN DEVELOPMENT

- 5.1 Subject to CRL having Commenced Phases 5, 6 and/or 7 of the Southern Development, CRL shall construct or procure the construction of the Transport Interchange T1 (New Train Station and Transport Interchange) and the Rail Enabling Works relating thereto to the stage of Practical Completion in accordance with the relevant Phase Details and the relevant Overarching Delivery Obligations unless and to the extent that (a) the LPA and TfL shall agree otherwise (in accordance with **clauses 4.7 to 4.9**) or (b) there is a Force Majeure resulting in delay.
- 5.2 CRL shall ensure that the design of the Transport Interchange T1 (New Train Station and Transport Interchange) is in accordance with the reasonable requirements of Network Rail and where appropriate having regard to the TfL Interchange Design Guidelines at <http://www.tfl.gov.uk/microsites/interchange/> on transport interchanges and any revisions or updates to the aforementioned.
- 5.3 The obligations in **paragraphs 5.1 and 5.2** of this Schedule shall:
- 5.3.1 bind the land in Phase 5 of the Southern Development; and
 - 5.3.2 take effect as follows:
 - (a) **paragraph 5.2** shall take effect from the date when the S73 Permission is granted (if and to the extent that CRL shall decide to make an application for a Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission in relation to Phases 5, 6 and/or 7); and
 - (b) **paragraph 5.1**) shall take effect from the Commencement of the Southern Development within Phases 5, 6 and/or 7.
- 5.4 In the event that the circumstances shall arise in which it is appropriate for the Southern Development (or Phase(s) or Sub-Phase(s) within it) to be suspended in accordance with the provisions contained in paragraph **2.2** of **Schedule 2** the provisions of those same paragraphs of **Schedule 2** shall apply to the obligations of CRL under this **paragraph 5** of **Schedule 3** on the same basis and to the same

extent and on the same terms as they apply to the Overarching Delivery Obligations of CRL under **paragraph 2.2 of Schedule 2** including any provisions relating to the resumption of the Southern Development following any such suspension PROVIDED NEVERTHELESS that any application for consent to suspend the obligations under this paragraph in accordance with the provisions of **paragraph 2.2 of Schedule 2** shall be made to and be considered by the LPA and TfL acting in accordance with **paragraph 2 of this Schedule 3** and the TSG Terms of Reference.

6 A5 CORRIDOR STUDY

Northern Development

- 6.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) shall (subject to Commencing the relevant Phase or Sub-Phase of the Northern Development) fund through payment to the LPA pursuant to this sub-paragraph for forwarding to the relevant highway authority (following agreement in writing of the amount between the Brent Cross Partners and the relevant highway authority) or to carry out or fund through a Section 278 Agreement(s) or other appropriate statutory agreement the reasonable and proper costs of implementing any Supplementary Transport Measures in respect of the relevant Phase or Sub-Phase of the Northern Development identified in the approved A5 Corridor Study (to be submitted by the Brent Cross Partners and / or CRL under **Condition 2.7** of the S73 Permission) in accordance with the details approved under **Conditions 2.7 and 5** of the S73 Permission and in accordance with all relevant Necessary Consents and the Overarching Delivery Obligations in **paragraph 2 of Schedule 2** above.
- 6.2 In the event that the circumstances shall arise in which it is appropriate for Phase 1B (North) or Phase 2(North) to be suspended in accordance with the provisions contained in **paragraph 2.1** and/or **paragraph 2.2 of Schedule 2** the provisions of those same paragraphs of **Schedule 2** shall apply (as appropriate) to the obligations of the Brent Cross Partners under this **paragraph 6 of Schedule 3** on the same basis and to the same extent and on the same terms as they apply to the Overarching Delivery Obligations of the Brent Cross Partners under **paragraphs 2.1 and/or 2.2 of Schedule 2** including the provisions in **paragraph 2.1.5** in respect of mitigation measures in relation to the impacts of suspension in and the provisions relating to the resumption of such Phases of the Northern Development following any such suspension PROVIDED NEVERTHELESS

that any application for consent to suspend the obligations under this paragraph in accordance with the provisions of **paragraphs 2.1** and/or **2.2** of **Schedule 2** shall be made to and be considered by the LPA and TfL acting in accordance with **paragraph 2** of this **Schedule 3** and the TSG Terms of Reference.

Southern Development

6.3 CRL (so as to bind the land for the Southern Development in each Phase separately) shall (subject to Commencing the relevant Phase or Sub-Phase of the Southern Development) carry out or fund through a Section 278 Agreement(s) or other appropriate statutory agreement the reasonable and proper costs of implementing any Supplementary Transport Measures in respect of the relevant Phase or Sub-Phase of the Southern Development identified in the approved A5 Corridor Study (to be submitted by the Brent Cross Partners and / or CRL under **Condition 2.7** of the S73 Permission) in accordance with the details approved under **Conditions 2.7** and **5** of the S73 Permission and in accordance with the Overarching Delivery Obligations in **paragraph 2** of **Schedule 3** above.

6.4 In the event that the circumstances shall arise in which it is appropriate for the Southern Development (or Phase(s) or Sub-Phase(s) within in it) to be suspended in accordance with the provisions contained in **paragraphs 2.1** and/or **2.2** of **Schedule 2** the provisions of those same paragraphs of **Schedule 2** shall apply (as appropriate) to the obligations of CRL under this **paragraph 6** of **Schedule 3** on the same basis and to the same extent and on the same terms as they apply to the Overarching Delivery Obligations of CRL under **paragraphs 2.1** and/or **2.2** of **Schedule 2** including any provisions relating to the resumption of the Southern Development following any such suspension PROVIDED NEVERTHELESS that any application for consent to suspend the obligations under this paragraph in accordance with the provisions of **paragraphs 2.1** and/or **2.2** of **Schedule 2** shall be made to and be considered by the LPA and TfL acting in accordance with **paragraph 2** of this **Schedule 3** and the TSG Terms of Reference.

7 MATRIX AND TRANSPORT REPORTS - NORTHERN & SOUTHERN DEVELOPMENTS

Transport Model

7.1 The Brent Cross Partners and CRL jointly and severally (subject to **paragraphs 7.1.1** and **7.1.2** below) shall at no cost to the LPA or to TfL keep the BXC Transport Model available and suitable to be used as a robust modelling tool for all

Phases and Sub-Phases of the Development in accordance with the Matrix and Transport Reports Schedule (unless and until it is superseded such other model proposed or submitted by the Brent Cross Partners and / or CRL (as the case may be) in accordance with arrangements and methodologies to be addressed in the Scoping and Specification of the Phase 2 Transport Report to be approved by the LPA and TfL in accordance with **Condition 37.1** of the S73 Permission and in accordance with the arrangements set out in the Matrix and Transport Reports Schedule) until:

- 7.1.1 in the case of the Brent Cross Partners, the Northern Development is completed or the Brent Cross Partners declare the Northern Development as closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented (in which case the Brent Cross Partners shall be fully released from all obligations and liability under this paragraph 7 save in respect of any outstanding antecedent liabilities);
- 7.1.2 in the case of CRL, the Southern Development is completed or CRL declare the Southern Development as closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented (in which case CRL shall be fully released from all obligations and liability under this **paragraph 7** save in respect of any outstanding antecedent liabilities); and
- 7.1.3 in either case, the works within the relevant Phase or Sub-Phase of the Development are suspended in accordance with **paragraph 2** of **Schedule 2** above in which case the Brent Cross Partners and / or CRL (as the case may be) shall not re-commence the Northern Development and / or Southern Development unless and until the BXC Transport Model or a revised BXC Transport Model that is suitable to be used as a robust modelling tool for the Northern Development and / or Southern Development (as determined by the LPA and TfL) having regard to the requirements in the Matrix and Transport Reports Schedule is available in support of any Transport Reports to be produced in accordance with **Condition 5.4** of the S73 Permission prior to resumption of the Northern Development.

Phase / Reserved Matters Transport Reports production

7.2 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant:

- (a) jointly and severally in relation to the Phase Transport Report relating to Phase 1 of the Development;
- (b) severally by the Brent Cross Partners in relation to the Reserved Matters Transport Report(s) for Phase 1 (North) and all Transport Reports for Phase 2 (North); and
- (b) severally by CRL in relation to the Reserved Matters Transport Report(s) for Phase 1 (South) and all Transport Reports for Phases 2 (South) and 3 – 7 of the Development,

that they shall comply with the Matrix and Transport Reports Schedule (and the conditions of the S73 Permission and planning obligations relating thereto) unless and until the Brent Cross Partners and / or CRL acting as a Master Developer(s) (as the case may be) shall have submitted and obtained the LPA's and TfL's approval (acting through the Transport Strategy Group as an STN Application) to any amendments or variations thereto Provided That:

7.2.1 any amendments or variations shall not undermine the principles and objectives set out in Section 1 of the Matrix and Transport Reports Schedule; and

7.2.2 if such approval is granted then the Matrix and Transport Reports Schedule as so amended or varied and approved shall apply in respect of the Northern Development and/or Southern Development (as the case may be) to the conditions of the S73 Permission and planning obligations relating thereto if and to the extent that it is approved for that purpose.

7.3 Subject to and in accordance with the terms of **paragraph 7.2** the Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant with the LPA and TfL that before preparing any Transport Report for approval in respect of any Phase or any Sub-Phase or Reserved Matters Application for the Northern Development or Southern Development (as the case may be) they shall jointly and severally or respectively

(as the case may require in accordance with **paragraph 7.2**) diligently and professionally prepare and submit for approval under **Condition 37.1** of the S73 Permission and the arrangements set out in the Matrix and Transport Reports Schedule a Matrix and a proposed specification and scope for the Transport Report to be submitted to and to be approved (in accordance with **Condition 37** of the S73 Permission by the LPA in close collaboration and co-ordination with TfL through the Transport Strategy Group in accordance with **paragraph 2** of this **Schedule 3**) or approved on appeal AND PROVIDED THAT such specification and scope for the Phase Transport Report in relation to Phase 1 and Phase 2 (North) shall ensure that the relevant Phase Transport Report shall include:

7.3.1 an assessment in accordance with the Capped Costs Principle (as set out in **paragraph 7.3.1A** of this **Schedule**) of:

- (a) any likely impacts of Phase 1 (North) and/or Phase 2 (North) which are likely to occur whether or not the Southern Development is Commenced; and
- (b) any likely transport impacts of Phase 1 (North) and/or Phase 2 (North) (including likely cumulative impacts on a reasonable worst-case assumption) occurring in future Phases of the Development including any Phases of the Southern Development proceeding after the Southern Development shall have Commenced,

and such approved specifications and scopes shall (for the avoidance of doubt) ensure that in the Phase Transport Report(s) in respect of Phase 1 and Phase 2 (North) all likely significant transport impacts of the Northern Development which are likely to occur or have effect during any Phases of the Southern Development are described and assessed in the Transport Report for Phases 1 or 2 (North) (as the case may require);

7.3.1A the Brent Cross Partners (when preparing submitting and negotiating the documents listed below for approval) shall demonstrate to the LPA's reasonable satisfaction (or on appeal) that the transport impacts of Phase 1 (North) and Phase 2 (North) on a reasonable worst case assessment are unlikely to have the effect of the Southern Development being liable (on the assumption that the Southern Development is fully built out under the S73 Permission) for the provision of (or the cost of providing) any Supplementary Transport Measures for significant transport impacts of the Northern Development in the absence of further transport mitigation measures needed in whole or in part for the mitigation of significant transport impacts caused by the Northern Development save and except if and to the extent that the Brent Cross Partners shall fully provide (or shall have fully provided or be committed to provide already) for the necessary

Supplementary Transport Measures or the costs thereof in relation to such transport impacts insofar as they relate to the Northern Development in any Planning Obligation or otherwise in the S73 Permission or any Further Section 73 Permission or Necessary Consents. This principle shall apply in relation to the preparation, submission and approval of the following documents prepared and submitted by the Brent Cross Partners:

- (a) the Phase 1 Transport Report and Phase 2 (North) Transport Report; and
- (b) (for the avoidance of doubt) shall include any variation or modification to these documents;

7.3.2 (if and to the extent that any such adverse future transport impacts of Phase 1 (North) and/or Phase 2 (North) as specified in **sub-paragraphs 7.3.1 and 7.3.1A** are identified and assessed beyond those assessed in the Transport Assessment and the A5 Corridor Study and the Environmental Assessment and the mitigation already provided or committed to (such that any residual transport impacts are still likely to be significantly adverse)) then the Supplementary Transport Measures that are likely to be necessary to mitigate such residual impacts of Phase 1 (North) and/or Phase 2 (North) shall be identified in the relevant Phase Transport Report(s) for the purposes of calculating and agreeing or determining the Additional PTR STM Costs under **paragraph 7.4** below.

Additional PTR STM Costs - Phases 1 (North) & 2 (North)

7.4 The total reasonable costs of the Supplementary Transport Measures referred to in **paragraph 7.3.2** and identified in the Phase 1 Transport Report and/or the Phase 2 (North) Transport Report (as the case may be) ("**Additional PTR STM Costs**") shall be as agreed in writing between the Brent Cross Partners and the LPA (such agreement to be reasonable and not unreasonably withheld or delayed) (or determined by an Expert in the event of a dispute) on the following basis subject to the terms and conditions in **paragraphs 7.5 – 7.12** below:

- 7.4.1 the Additional PTR STM Costs shall be the necessary fair and reasonable amount to cover the likely costs of such Supplementary Transport Measures (Index-Linked); or
- 7.4.2 if such identified future impacts are not fairly and reasonably attributable wholly to Phase 1 (North) and/or Phase 2 (North) a fair and reasonable proportion of the cost of such Supplementary Transport Measures related to the level of the relevant residual cumulative impacts of Phase 1 (North) and/or Phase 2 (North) as the case may require); and

7.4.3 the Additional PTR STM Costs identified in accordance with either **paragraphs 7.4.1 or 7.4.2** shall be Index-Linked (BCIS).

7.5A The term "**Southern Development**" shall include any development of the site of the Southern Development:

- (a) for the purposes of **paragraphs 7.3 to 7.4**, in accordance with:
 - (i) the S73 Permission; and/or
 - (ii) Further Section 73 Permission(s); and
- (b) for the purposes of **paragraphs 7.5 to 7.12** only, in accordance with the permission(s) referred to in **sub-paragraphs 7.5A(a)** above and/or any new planning permission(s) for the Southern Development,

PROVIDED THAT:

- (A) the respective liabilities of the Northern Development under **paragraphs 7.3 to 7.12** for the costs of Supplementary Transport Measures and the Southern Development for such transport mitigation (or their respective contributions) shall be agreed in writing on a fair and reasonable basis by the Brent Cross Partners and the LPA (acting reasonably) or determined by an Expert in accordance with **Clause 16**; and
- (B) the Southern Development as authorised by such new permission(s) individually or (if more than one) cumulatively (and cumulatively with any parts of the Southern Development carried out or to be carried out under the S73 Permission and / or Further Section 73 Permission(s)) shall not impose on the Brent Cross Partners (or cause the Brent Cross Partners to be liable for) any increase in costs or (to the extent that any obligation is increased) obligation (or liabilities under any such obligation) under **paragraphs 7.3 to 7.12** (or any other relevant Planning Agreement) compared to those which they would have incurred (or would have been likely to incur) in respect of the Northern Development assuming that the Southern Development was developed in accordance with the S73 Permission only and on the basis that such assessment shall be undertaken fairly and reasonably and by appropriate reference to the Matrix and Transport Reports Schedule applicable to the S73 Permission and taking due account of the following:

- (i) the A5 Corridor Study;
- (ii) the Phase 1 Transport Report;
- (iii) the Phase 2 (North) Phase Transport Report (if and as the case may require);
- (iv) the Transport Assessment(s) relating to any application(s) for such new permission(s);
- (v) the data contained in any Monitoring Report(s) relevant to the transport impacts of the Southern Development as authorised by any relevant new planning permission(s); and/or
- (vi) any other relevant information and data which it shall be reasonable and appropriate to take into account for the purpose of achieving a fair and reasonable proportion of liability for Supplementary Transport Measures attributable to the Northern Development and to the Southern Development respectively in accordance with this **paragraph 7.5A** (and/or the costs thereof) having proper regard to the impacts causing the additional transport mitigation referred to in this paragraph to be necessary and the extent to which they are necessary to address (and are reasonably and fairly related to) the transport impacts of Northern Development and/or the Southern Development respectively.

7.5 No amounts from the Additional PTR STM Costs shall be payable by the Brent Cross Partners unless and until:

7.5.1 Phase 1 (North) or Phase 2 (North) (as the case may require) has Commenced (whether or not the Southern Development has commenced); and

7.5.2 the findings of the Monitoring Strategy and/or any Monitoring Report indicate that unforecasted significant adverse transport impacts on the transport network are being caused (in whole or in part) by the Northern Development and the relevant Further Transport Report approved in accordance with **Condition 37.9** of the S73 Permission (and the provisions of **paragraphs 7.6 and 7.7**) indicates that Supplementary Transport Measures are necessary and appropriate in order to mitigate such unforecasted impacts.

- 7.6 The Brent Cross Partners when required under **paragraph 7.7** within the following 3 months of each such date referred to in that paragraph shall produce a Further Transport Report in respect of the Northern Development and submit it to the LPA for approval pursuant to **Condition 37.9** of the S73 Permission (which shall include the results of available monitoring up until that date) and if such Further Transport Report identifies significant adverse transport impacts occurring on the transport network within the area of influence identified in the Monitoring Report or in the Southern Development (as the case may require) which are beyond those assessed in the Transport Assessment and the A5 Corridor Study and the Environmental Statement and are not (or are not likely to be) fully mitigated by the mitigation already provided or proposed (such that any residual impacts are still likely to be significantly adverse) and which are fairly and reasonably attributable wholly or in part to Phase 1 (North) and/or Phase 2 (North) then the Supplementary Transport Measures to mitigate such identified impacts or residual impacts shall be identified in such approved Further Transport Report.
- 7.7 The Brent Cross Partners shall submit for approval Further Transport Reports pursuant to **Condition 37.9** of the S73 Permission in accordance with the following provisions for the purposes of **paragraph 7.6** above:
- 7.7.2 1 year from first Occupation of any non residential Plot Development in Phase 1 (North);
- 7.7.2 annually thereafter (unless otherwise agreed between the Brent Cross Partners the LPA and TfL that for a year that the Monitoring Report for that year indicates that there are no unforecasted significant adverse transport impacts from the Northern Development beyond those identified in the Transport Assessment and the A5 Corridor Study and the Environmental Statement;
- 7.7.3 a final Further Transport Report produced 10 years after the earlier of the Occupation of the non-residential Plot Development in Phase 1 (North) or of such lesser amount of Plot Development in Phase 1 (North) when the Brent Cross Partners declare that the remainder of the Plot Development in Phase 1 (North) is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.
- 7.8 The necessary, fair and reasonable amount to cover the likely costs of those Supplementary Transport Measures identified in the Further Transport Reports referred to in **paragraph 7.6** above (or if the identified residual impacts giving rise to the need for such Supplementary Transport Measures are not fairly and reasonably attributable wholly to Phase 1 (North) and/or Phase 2 (North) a fair and reasonable proportion of such Supplementary Transport Measures related to the level of the relevant residual cumulative impacts of Phase 1 (North) and/or

Phase 2 (North)) (as the case may require) shall be as agreed in writing between the Brent Cross Partners and the LPA (such agreement to be reasonable and not unreasonably withheld or delayed) (or determined by an Expert in the event of a dispute) up to an aggregate maximum of the Additional PTR STM Costs.

7.9 Within 28 days of any amount payable under **paragraph 7.8** being agreed between the LPA and the Brent Cross Partners (or determined by an Expert), the Brent Cross Partners shall pay to the LPA such amount agreed or determined as being payable (up to an aggregate maximum of the Additional PTR STM Costs).

7.10 Money to be paid to the LPA under the above provisions is to be Index-Linked (BCIS) from the date of quantifying the amount of the relevant payment to the date of its payment by the Brent Cross Partners.

7.11 The Brent Cross Partners' obligations in the proviso to **paragraph 7.3** and in **paragraphs 7.4 to 7.12** shall cease upon the first of the following events to occur:

7.11.1 the Brent Cross Partners discharging all of their outstanding liability under those **paragraphs**; or

7.11.2 the Brent Cross Partners:

(a) electing at any time to pay all of their outstanding liability under the proviso to **paragraph 7.3** and in **paragraphs 7.4 to 7.12** into the Consolidated Transport Fund and agreeing in writing with the LPA in consultation with TfL the amount of such payment; and

(b) paying the amount agreed under **sub-paragraph (a)** above to the LPA for deposit into the Consolidated Transport Fund.

7.12 Nothing in the proviso to **paragraph 7.3** or in **paragraphs 7.4 to 7.12** shall require the Brent Cross Partners to pay to the LPA more than the Additional PTR STM Costs.

Other Provisions

7.13 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant with the LPA and TfL to comply with such approved Matrix and the relevant Transport Report Scope and Specification Approval in preparing the relevant Phase Transport Report

and/or the Reserved Matters Transport Report related to the Northern Development or Southern Development (as the case may be).

7.14 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall respectively at no cost to the LPA or to TfL ensure that all appropriate and relevant survey and monitoring data is collected for the purposes of the relevant Matrix and Transport Report and reported to the LPA and TfL (and to such other persons and/or bodies as they may from time to time reasonably specify including the Transport Advisory Group) in accordance with the arrangements set out in the Matrix and Transport Reports Schedule and the specification and scope of the Monitoring Strategy submitted to and approved pursuant to **Condition 37.8** of the S73 Permission.

7.15 It is hereby agreed that where a Transport Report in relation to each Phase and Sub-Phase of the Northern Development or Southern Development (as the case may be) has been approved on the basis of Supplementary Transport Measures required or proposed to keep the transport impacts (including cumulative impacts of the Northern Development and the Southern Development as the case may require) and the Network Performance Outcomes (including cumulative Network Performance Outcomes) in respect of the Northern Development and/or Southern Development (as the case may require) within those forecast by the Transport Assessment (and including within those forecast by the relevant Transport Report(s) as the case may require) such measures shall (prior to the grant of such approval) (subject to the proviso to **paragraph 7.3** if applicable) be secured by condition or planning obligations as appropriate to accompany such a Reserved Matters Approval or Other Matters Approval for the relevant part of the Northern Development or Southern Development as is granted in pursuance of such approved Transport Report and the parties (here meaning the Brent Cross Partners in respect of such approvals for the Northern Development and/or CRL in respect of such approvals for the Southern Development as well as the LPA and/or TfL (as the relevant circumstances of the case may require)) agree to enter into a Planning Agreement on reasonable terms and conditions to secure such obligations on that basis.

7.16 The obligations in **paragraphs 7.1** to **7.15** above take effect:

7.16.1 in the case of the Northern Development, from the date when the S73 Permission is granted (if and to the extent that the Brent Cross Partners shall decide to make an application for a Reserved Matters

Approval and/or any Other Matters Approval pursuant to the S73 Permission);

- 7.16.2 in the case of the Southern Development, from the date when the S73 Permission is granted (if and to the extent that CRL shall decide to make an application for a Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission or under any Further Section 73 Permission or (subject to **paragraph 7.3.1B**) such other planning permission(s) for the redevelopment of the site of the Southern Development.

8. CONSTRUCTION CONSOLIDATION CENTRE

CCC Feasibility Study - Northern & Southern Developments

- 8.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) jointly and severally shall procure that the CCC Feasibility Study in respect of each Phase and Sub-Phase of the Northern Development or Southern Development (as the case may be) is diligently carried out by professional consultants of appropriate experience and in a manner which is appropriate for the purposes of establishing whether a Construction Consolidation Centre is a feasible mechanism for minimising the transport impacts of the Development by one of the following options:
- 8.1.1 as a Construction Consolidation Centre located in the Northern Development (for serving the Northern Development);
 - 8.1.2 at an existing rail freight facility owned or operated by a rail freight operator (whether for serving the Northern Development alone or both the Southern Development and Northern Development);
 - 8.1.3 as a shared Construction Consolidation Centre located in or in approximate proximity to the Southern Development including the Preferred Site (for serving both the Southern Development and Northern Development); or
 - 8.1.4 as a Construction Consolidation Centre located in the Southern Development including the Preferred Site (serving only the Southern Development),

in accordance with the principles and parameters described in the Environmental Assessment the Transport Assessment and the Construction Impact Assessment and their respective supporting documents strategies and reports and in particular to encourage reduced road deliveries where reasonably practicable and not unduly financially onerous and to avoid peak periods for vehicular modes.

8.2 Paragraph 8.1 above shall take effect:

8.1.1 in the case of the Northern Development, from the date when the S73 Permission is granted (if and to the extent that the Brent Cross Partners shall decide to make an application for any Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission);

8.1.2 in the case of the Southern Development, from the date when the S73 Permission is granted (if and to the extent that CRL shall decide to make an application for any Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission).

Northern Development Option for Construction Consolidation Centre

8.3 Subject to the outcome of an approved CCC Feasibility Study having concluded that a Construction Consolidation Centre located in and serving the Northern Development alone is the most Feasible option in relation to the Northern Development under **paragraph 8.1.1** above taking into account the factors set out in **paragraph 8.1** of this **Schedule 3**, the Brent Cross Partners covenant (so as to bind the land for the Northern Development in each relevant Phase separately) that they shall use all reasonable endeavours to secure the necessary interests in the land (if and insofar as any are not already owned by the Brent Cross Partners) and all Necessary Consents needed for the purpose of constructing and providing such Construction Consolidation Centre as may be approved pursuant to **Condition 1.9** of the S73 Permission (and subject to having Commenced the Northern Development) with all reasonable expedition as soon as reasonably practicable after such interests in land (if there are any outstanding interests to acquire) have been acquired by the Brent Cross Partners to construct the Construction Consolidation Centre on such land in accordance with the relevant Phase Details and Overarching Delivery Obligations (as appropriate).

Northern / Southern Developments Option for Construction Consolidation Centre

8.4 Subject to the outcome of an approved CCC Feasibility Study having concluded that a Construction Consolidation Centre serving the Northern Development (and potentially the Southern Development) by means of an existing rail freight facility is the most Feasible option in relation to the Northern Development under **paragraph 8.1.2** above taking into account the factors set out in **paragraph 8.1** of this **Schedule 3**, the Brent Cross Partners covenant (so as to bind the land for the Northern Development in each relevant Phase separately) or the Brent Cross Partners and CRL covenant jointly and severally that (subject to **paragraphs 8.7** and **8.8**) (so as to bind the land for each Phase separately) if the terms of the CCC Feasibility Study so requires that they shall use all reasonable endeavours to secure:

8.4.1 the provision by the operator of such existing rail freight facility as is identified in the approved CCC Feasibility Study (which may be either within the Site or in appropriate proximity to the Site) of Construction Consolidation Centre services and / or facilities at such existing rail freight facility for serving the Northern Development (or as the case may be both the Northern Development and Southern Development) so as to serve the purposes of the Construction Consolidation Centre as explained in the Transport Assessment and the Construction Impact Assessment provided that nothing in this **paragraph 8.4** shall require the Brent Cross Partners (or the Brent Cross Partners and CRL jointly and severally as the case may be subject to **paragraphs 8.7** and **8.8**) to secure the provision of such services and / or facilities on anything other than on reasonable terms and conditions (including price and costs) or to acquire any interest in land outside of the Northern Development or the Southern Development; and

8.4.2 all additional Necessary Consents (if any) needed for the purpose of providing the Construction Consolidation Centre services and / or facilities,

as may be approved pursuant to **Condition 1.9** of the S73 Permission with all reasonable expedition and subject to having Commenced the Northern Development (as soon as reasonably practicable after such Construction Consolidation Centre services and / or facilities becomes available to the Brent Cross Partners or either one of them).

Southern Development Options for Construction Consolidation Centre

8.5 Subject to the outcome of an approved CCC Feasibility Study having concluded that a Construction Consolidation Centre within the part of the Site for the Southern Development (or in approximate proximity to it) (including on the Preferred Site) for serving either the Southern Development only or both the Southern Development and Northern Development is the most Feasible option in relation to the Southern Development under **paragraph 8.1.3** or **8.1.4** taking into account the factors set out in **paragraph 8.1** of this **Schedule 3** so as to serve the purposes of the Construction Consolidation Centre as explained in the Transport Assessment and the Construction Impact Assessment), CRL (so as to bind the land for the Southern Development in each Phase separately) shall use all reasonable endeavours to:

8.5.1 secure the necessary interests in the land (whether within the part of the Site for the Southern Development or in appropriate proximity to it, but not within the Northern Development) (insofar as they are not already owned by CRL); and

8.5.2 all Necessary Consents needed for the purpose of constructing and providing the Construction Consolidation Centre as approved pursuant to **Condition 1.9** of the S73 Permission,

with all reasonable expedition and (subject to having Commenced the Southern Development) as soon as reasonably practicable after such interests in land becomes available to CRL to construct the Construction Consolidation Centre on such land in accordance with the relevant Phase Details and Overarching Delivery Obligations (as appropriate).

General Provisions – Northern & Southern Developments

8.6 In the event that the circumstances shall arise in which it is appropriate for the Northern Development and / or Southern Development (or any Phase(s) or Sub-Phase(s) within in it) (as the case may be) to be suspended in accordance with the provisions contained in **paragraphs 2.1** and/or **2.2** of **Schedule 2** the provisions of those same paragraphs of **Schedule 2** shall apply (as appropriate) to the obligations of the Brent Cross Partners and / or CRL (as the case may be) under this **paragraph 8** of **Schedule 3** on the same basis and to the same extent and on the same terms as they apply to the Overarching Delivery Obligations of the Brent Cross Partners and / or CRL under **paragraphs 2.1** and/or **2.2** of **Schedule 2** including any provisions relating to the resumption of the Northern

Development and / or Southern Development (as the case may be) following any such suspension PROVIDED NEVERTHELESS that any application for consent to suspend the obligations under this paragraph in accordance with the provisions of **paragraphs 2.1 and/or 2.2 of Schedule 2** shall be made to and be considered by the LPA and TfL acting in accordance with **paragraph 2 of this Schedule 3** and the TSG Terms of Reference.

8.7 The Brent Cross Partners shall be fully released from all obligations and liability under this **paragraph 8** on occurrence of the earlier of the following events:

8.7.1 completion of the Northern Development;

8.7.2 completion of all Phases and Sub-Phases of the Northern Development that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Northern Development in any subsequent further Phase(s) or Sub-Phase(s) of the Northern Development (including expiration of the S73 Permission in respect of such subsequent Phase(s) or Sub-Phase(s) of the Northern Development (as the case may be) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission) or

8.7.3 completion of such Phase(s) or Sub-Phase(s) of the Northern Development as may have been Commenced prior to the date when the Brent Cross Partners declare that the Northern Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

8.8. CRL shall be fully released from all obligations and liability under this **paragraph 8** on occurrence of the earlier of the following events:

8.8.1 the completion of the Southern Development;

8.8.2 completion of all Phases and Sub-Phases of the Southern Development that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Southern Development in any subsequent further Phase(s) or Sub-Phase(s) of the Southern Development (including expiration of the S73 Permission in respect of such subsequent Phase(s) or Sub-Phase(s) of the Southern Development (as the case may be) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission); or

8.8.3 completion of such Phase(s) or Sub-Phase(s) of the Southern Development as may have been Commenced prior to the date when CRL

declares that the Southern Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

8.9 The obligations in **paragraphs 8.2 to 8.6** above take effect:

- 8.9.1 in the case of the Northern Development, from the date when the Brent Cross Partners Commence the Northern Development;
- 8.9.2 in the case of the Southern Development, from the date when CRL Commence the Northern Development.

9. TRANSPORT ADVISORY GROUP – NORTHERN & SOUTHERN DEVELOPMENTS

9.1 No later than two (2) months before submitting the first STN Application, the Brent Cross Partners and / or CRL (jointly and severally subject to **paragraph 9.9**) shall establish the Transport Advisory Group by:

9.1.1 the Brent Cross Partners nominating one representative to be a member of the Transport Advisory Group;

9.1.2 CRL nominating one representative to be a member of the Transport Advisory Group;

9.1.3 inviting each of the following organisations to nominate two representatives to be members of the Transport Advisory Group:

(a) the LPA; and

(b) TfL;

9.1.4 inviting each of the following organisations to nominate one representative to be a member of the Transport Advisory Group:

(a) the Highways Agency;

(b) the London Borough of Brent;

(c) the London Borough of Camden;

(d) Network Rail; and

(e) other organisations as may be appropriate and agreed by the LPA, TfL and the Brent Cross Partners and / or CRL (as the case may be).

- 9.2 In respect of any of the organisations listed at **paragraphs 9.1.3 and 9.1.4** of this **Schedule 3** who are invited by the Brent Cross Partners and / or CRL (as the case may be) to join the Transport Advisory Group pursuant to **paragraph 9.1** of this Schedule and who decline or do not reply to that invitation or who accept such invitation but subsequently cease to participate in the Transport Advisory Group for any reason the Brent Cross Partners and / or CRL (as the case may require) shall repeat the invitation to any such organisations to become members of the Transport Advisory Group on each anniversary of the establishment of the Transport Advisory Group until such group ceases to exist pursuant to **paragraph 9.5** of this **Schedule 3**.
- 9.3 The initial constitution and protocols of the Transport Advisory Group are set out in **Schedule 12** to this Agreement and any amendments or revisions thereto shall be governed by such constitution and protocols.
- 9.4 The Transport Advisory Group may make recommendations for the expenditure of Transport Contingency Fund monies held by the LPA as part of the Consolidated Transport Fund, but ultimate power to decide on such expenditure will be with the Transport Strategy Group (including where there is no recommendation from the Transport Advisory Group).
- 9.5 The Transport Advisory Group will continue to operate from the date of its establishment until the later of either:
- 9.5.1 six months after Occupation of the whole Development after it shall have been Practically Completed in accordance with the S73 Permission; or
 - 9.5.2 the completion of the transport improvements specified in the CTF Schedule or the full expenditure (or repayment of any unspent residues) of the Consolidated Transport Fund in accordance with **Schedule 3** to this Agreement,
- unless the Brent Cross Partners and CRL declare that the Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented in which case the Transport Advisory Group will continue to operate until the date of not less than 6 months after all parts of the Development that have been Commenced have been Practically Completed and Occupied.
- 9.6 The Brent Cross Partners and / or CRL (jointly and severally) shall be responsible for the costs of convening meetings, making available accommodation for

meetings and all other reasonable administrative expenses associated with the administration and management of the Transport Advisory Group including taking and circulating meeting minutes and no member other than the Brent Cross Partners and / or CRL (jointly and severally) will be responsible for any Transport Advisory Group administration and management costs but all members of the Transport Advisory Group shall meet their own expenses (including their representative's or representatives' costs and expenses) associated with participating in the Transport Advisory Group.

9.7 For the avoidance of doubt:

9.7.1 the Brent Cross Partners shall not be obliged to comply with the obligations in this **paragraph 9** until the Brent Cross Partners decide to submit a Reserved Matters Application or an Other Matters Application for the Northern Development;

9.7.2 CRL shall not be obliged to comply with the obligations in this **paragraph 9** until CRL decides to submit a Reserved Matters Application or an Other Matters Application for the Southern Development.

9.8 The Transport Advisory Group will continue to operate until the date set out in **paragraph 9.5**, but the Brent Cross Partners (in relation to the Northern Development) and CRL (in relation to the Southern Development) (as the case may be) shall separately be fully released from all obligations and liability as follows:

9.8.1 the Brent Cross Partners shall be fully released from all obligations and liability under this **paragraph 9** and **Schedule 12** on occurrence of the earlier of the following events:

- (a) the submission and determination of the last Reserved Matters Application for the Northern Development;
- (b) the deadline for the submission of Reserved Matters Applications for all Phases and Sub-Phases of the Northern Development that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Northern Development in any subsequent further Phase(s) and Sub-Phase(s) of the Northern Development (including expiration of the S73 Permission in respect of such subsequent Phase(s) and / or Sub-Phase(s) of the Northern Development (as the case may be) in the event of any failure to

comply with the relevant pre-commencement conditions of the S73 Permission) or

- (c) the deadline for the submission of Reserved Matters Applications for such Phase(s) and Sub-Phase(s) of the Northern Development as may have been Commenced prior to the date when the Brent Cross Partners declare that the Northern Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

9.8.2 CRL shall be fully released from all obligations and liability under this **paragraph 9** and **Schedule 12** on occurrence of the earlier of the following events:

- (a) the submission and determination of the last Reserved Matters Application for the Southern Development;
- (b) the deadline for the submission of Reserved Matters Applications for all Phases and Sub-Phases of the Southern Development that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Southern Development in any subsequent further Phase(s) and Sub-Phase(s) of the Southern Development (including expiration of the S73 Permission in respect of such subsequent Phase(s) and / or Sub-Phase(s) of the Southern Development (as the case may be) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission) or
- (c) the deadline for the submission of Reserved Matters Applications for such Phase(s) and Sub-Phase(s) of the Southern Development as may have been Commenced prior to the date when CRL declares that the Southern Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

9.9 Upon termination of:

9.9.1 the Brent Cross Partners' obligations under **paragraph 9.8.1** above; or

9.9.2 CRL's obligations under **paragraph 9.8.2** above,

the respective party may remain a member of the Transport Advisory Group at the respective party's own expensive.

9.10 The obligations in this **paragraph 9** bind the land for the Northern Development in each Phase separately and the Southern Development in each Phase separately.

9.11 The obligations in this **paragraph 9** of **Schedule 3** and **Schedule 12**:

9.11.1 in respect of the Northern Development shall take effect on the grant of the S73 Permission and shall apply if and when the Brent Cross Partners and decide to make any Reserved Matters Application or Other Matters Application;

9.11.2 in respect of the Southern Development shall take effect on the grant of the S73 Permission and shall apply if and when CRL decide to make any Reserved Matters Application or Other Matters Application.

10. CONSTRUCTION TRANSPORT MANAGEMENT PLAN - NORTHERN & SOUTHERN DEVELOPMENTS

10.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall (for the purposes of securing compliance with the site wide Construction Transport Management Plan within each Phase and Sub-Phase of the Northern Development or Southern Development (as the case may be)):

10.1.1 impose requirements within all construction contracts in connection with the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) and associated works that contractors comply with the construction traffic routeing and timing requirements approved for the time being under such plan; and

10.1.2 after the Brent Cross Partners have Commenced the Northern Development in any Phase or Sub-Phase or CRL has Commenced the Southern Development in any Phase or Sub-Phase (as the case may be) (and in this context Commence shall include any works of demolition site clearance or other operations which are likely to generate increased numbers of trips by heavy goods or other large delivery vehicles) at the request of the LPA (in consultation with TfL in so far as any breach impacts upon the Strategic Transport Network) take all reasonable steps in order to enforce the obligation referred to above against contractors for failure to comply with approved routeing and timing requirements under such plan including (without limitation) the commencement of

proceedings if reasonable to do so in respect of any breach or the termination of the contract of any persistently defaulting contractor.

10.1A Following approval of the Construction Transport Management Plan under **Condition 12.1** of the S73 Permission, reviews of it shall be carried out under **Condition 12.1.2** of the S73 Permission provided that this obligation shall cease to apply in respect of the Brent Cross Partners (in the case of the Northern Development) or CRL (in the case of the Southern Development) (as the case may be) on the earlier of:

10.1A.1 all construction works in relation to the Northern Development or Southern Development (as the case may be) being completed;

10.1A.2 completion of construction of all Phases and Sub-Phases of the Northern Development or Southern Development (as the case may be) that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise any subsequent or further Phase(s) and Sub-Phase(s) or Plots of the Northern Development or the Southern Development (as the case may be) (including expiration of the S73 Permission in respect of such subsequent Phase(s) or Sub-Phase(s) or Plots of the Northern Development or the Southern Development in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission) or

10.1A.3 upon the completion of construction of all parts of the Northern Development or Southern Development (as the case may be) that shall have been Commenced prior to the cessation of the lifetime or other expiration of the S73 Permission or if the Brent Cross Partners declare that the Northern Development or CRL declare the Southern Development (as the case may be) is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented and that no further development will be carried out under the S73 Permission.

10.2 **Paragraphs 10.1** and **10.1A** above shall take effect:

10.2.1 in relation to the Northern Development, from the date when the S73 Permission is granted (if and to the extent that the Brent Cross Partners shall decide to make an application for any Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission);

10.2.2 in relation to the Southern Development, from the date when the S73 Permission is granted (if and to the extent that CRL shall decide to make an application for any Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission).

10.3 Subject to **paragraph 10.4**, the Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall respectively after Commencement of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) (for the purposes of securing compliance with the site wide Construction Transport Management Plan) fund the full reasonable cost of installing and running CCTV monitoring at such construction accesses for the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) within the Site as are reasonably necessary for the purpose of monitoring compliance with the construction traffic routeing and timing requirements approved under the Construction Transport Management Plan for the relevant Phase or Sub-Phase of the Northern Development or Southern Development such monies in relation to the relevant Phase or the Sub-Phase of the Northern Development or Southern Development to be paid and the CCTV monitoring equipment installed prior to the Commencement of the Northern Development or Southern Development in the relevant Phase or Sub-Phase (as the case may be).

10.4 For any period when an access is used both in connection with the Northern Development and Southern Development, any remaining costs payable in respect of installing and running CCTV monitoring shall be paid half each by the Brent Cross Partners and CRL jointly and severally (so as to bind the relevant land for each such Phase).

10.5 The costs of running the CCTV monitoring referred to in **paragraph 10.3** and **10.4** for the relevant Phase or Sub-Phase of the Northern Development and / or Southern Development (as applicable under those paragraphs) shall be paid from the start of any works of demolition, site clearance or other operations which are likely to generate increased numbers of trips by heavy goods or other large delivery vehicles until the earlier of the following events:

10.5.1 completion of the relevant Phase or Sub-Phase of the Northern Development; or

- 10.5.2 the Brent Cross Partners declare the Phase or Sub-Phase of the Northern Development closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

11. CAR PARKING & FACILITIES FOR CHARGING ELECTRIC VEHICLES - NORTHERN & SOUTHERN DEVELOPMENTS

- 11.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) that they shall respectively implement the Car Parking Management Strategy and the relevant Phase Car Parking Strategy for each Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be).
- 11.2 The obligation in **paragraph 11.1** shall take effect:
- 11.2.1 in relation to the relevant Phase or Sub-Phase of the Northern Development on Commencement of that Phase or Sub-Phase in the Northern Development;
- 11.2.2 in relation to the relevant Phase or Sub-Phase of the Southern Development on Commencement of that Phase or Sub-Phase in the Southern Development;
- 11.3 Prior to the Commencement of the Northern Development or Southern Development within each Phase and Sub-Phase (as the case may be) the Brent Cross Partners and CRL covenant (so as to bind the land for the Northern Development in each relevant Phase and Southern Development separately) that they shall pay to the LPA the reasonable and proper costs of the LPA in promulgating promoting and implementing (but not the operation of) car parking restrictions (including car parking control zones) within the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) and in the areas around the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) within Barnet (including extensions of existing car parking restrictions (including car parking control zones necessary in relation to the relevant Phase or Sub-Phase of the Northern Development or Southern Development in terms of the area or class of vehicle to which they relate or the detailed terms of the restrictions or other appropriate extension or variation) which:
- 11.3.1 are not already subject to such parking control zone restrictions; and

11.3.2 the LPA reasonably and properly determines (following proper consultation with the Brent Cross Partners on the nature, extent, programme for delivery and estimated cost of such restrictions) should be subjected to such controls during the construction and/or operation of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) in order to mitigate the impacts of the such development.

11.4 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall respectively implement the Details for the provision of charging points for electric vehicles in the each Phase and Sub-Phase of the Northern Development or Southern Development (as the case may be) as approved in accordance with the details approved under **Conditions 38.1** and **39.7** of the S73 Permission.

11.5 The obligation in **paragraph 11.4** shall:

11.5.1 in relation to the relevant Phase or Sub-Phase of the Northern Development take effect on Commencement of that Phase or Sub-Phase in the Northern Development;

11.5.2 in relation to the relevant Phase or Sub-Phase of the Southern Development take effect on Commencement of that Phase or Sub-Phase in the Southern Development;

12 PEDESTRIAN AND CYCLE LINKS – NORTHERN & SOUTHERN DEVELOPMENTS

12.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately):

12.1.1 shall arrange for PERS and CERS Studies to be undertaken prior to submission of each of their Phase Transport Reports and to submit the results of such studies to the LPA and TfL as part of the relevant Phased Transport Report for approval; and

12.1.2 subject to the Commencement of the Northern Development or Southern Development in the relevant Phase or Sub-Phase (as the case may be) having occurred, the Brent Cross Partners (in relation to the relevant

Phase of the Northern Development) and CRL (in relation to the relevant Phase of the Southern Development) shall:

- (a) provide (or fund outside the Consolidated Transport Fund) the reasonable and proper costs of construction and delivery of the new and/or improved pedestrian and cycle links within the Northern Development or Southern Development (as the case may be) and making connections to surrounding networks (including those in other parts of the Development if and to the extent that they already exist or are committed within Phases or Sub-Phases already Commenced) as identified by the PERS and CERS Studies for their respective Phase(s) and Sub-Phase(s) and approved by the LPA (and TfL where appropriate in accordance with **paragraph 3** of this **Schedule 3**) or on appeal in accordance with the details approved under **Conditions 1.20** and **2.8** of the S73 Permission and all relevant Necessary Consents and the Primary Development Delivery Programme or Detailed Delivery (Non-PDP) Programme (as applicable) pursuant to the relevant Overarching Delivery Obligations;
- (b) not Occupy any part of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) beyond the quanta specified in the approved details before such new and/or improved pedestrian and cycle links related to such Phase or Sub-Phase of the Northern Development or Southern Development specified in that trigger have been provided unless and to the extent that either:
 - (i) the LPA (and where appropriate TfL) shall agree otherwise (subject to **clauses 4.7** to **4.9**); or
 - (ii) there is a Force Majeure resulting in delay; and
 - (iii) provide (or fund outside the Consolidated Transport Fund) the reasonable and proper costs of construction and delivery of any Supplementary Transport Measures identified in the Area Wide Walking and Cycling Study relating to the Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be);

12.1.3 where the Brent Cross Partners (in relation to the relevant Phase of the Northern Development) and CRL (in relation to the relevant Phase of the

Southern Development) are to fund the works referred to in **paragraph 2.1.2** the following provisions shall apply:

- (a) the Brent Cross Partners or CRL (as the case may be) shall pay the reasonable and proper costs anticipated to be incurred by the relevant highway authority or TfL (as the case may be) prior to Commencement of the relevant Phase or Sub-Phase in the Northern Development or Southern Development; and
- (b) in the event that the reasonable and properly incurred costs are less than the costs paid by the Brent Cross Partners or CRL (as the case may be) the recipient shall repay the difference to the person who paid the relevant money as soon as reasonably practicable after the completion of the relevant works; and
- (c) in the event that the reasonable and properly incurred costs are more than the costs paid by the Brent Cross Partners or CRL (as the case may be), then the Brent Cross Partners or CRL (as applicable) shall pay the excess to the LPA for payment to TfL or the relevant highway authority within 14 days of a written demand therefor,

PROVIDED THAT before requiring any such payment the relevant highway authority or TfL shall provide the Brent Cross Partners or CRL (as the case may be) with a report which identifies the reasonable and proper estimated costs of the relevant works and sets out a reasonable programme for the delivery of the relevant works with the estimated costs budgeted through the programme;

- 12.1.4 subject to the Commencement of the Northern Development or Southern Development in the relevant Phase or Sub-Phase (as the case may be) having occurred, the Brent Cross Partners (so as to bind the land in the relevant Phase of the Northern Development) and CRL (so as to bind the land in the relevant Phase of the Southern Development) shall pay the reasonable and proper costs of the relevant works related to the respective Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) as referred to at **paragraph 12.1.3** of this Schedule as so reasonably specified by the relevant highway authority or TfL.

- 12.2 The Brent Cross Partners (so as to bind the land in the relevant Phase of the Northern Development) and CRL (so as to bind the land in the relevant Phase of the Southern Development) shall implement the Wayfinding Strategy within the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) and to immediately adjoining networks (including those in other parts of the Development if and to the extent that they already exist or are committed within Phases or Sub-Phases already Commenced) in bringing forward the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) in accordance with the Wayfinding Strategy and programme as approved by the LPA in consultation with TfL under **Condition 1.26** of the S73 Permission or on appeal.
- 12.3 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) where appropriate in the design of all works to create new highways or to improve existing highways in the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) and (in so far as reasonable) in the vicinity of any such works make provision for cyclists including the location of on-street loading/parking cycle oriented street furniture, lighting kerb radii, entry treatments, advance stop lines, Toucan crossings and cycle lanes and paths.
- 12.4 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) shall during all stages of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) and in accordance with the Estate Management Framework (following construction) repair renew and maintain all Cycle Parking Spaces in the relevant Phase or Sub-Phase of the Northern Development or Southern Development and keep them available for use for persons living at working at or visiting the Northern Development or Southern Development unless and until the same shall have been dedicated for public use and adopted under the relevant highways agreement.
- 12.5 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) shall monitor the level of and use of Cycle Parking Spaces in the relevant Phase of the Northern Development or Southern Development (as the case may be) and shall include such details within each

relevant Phase Transport Report and Reserved Matters Transport Report and shall report such details to the Transport Advisory Group to ensure that there are sufficient Cycle Parking Spaces in the relevant Phase of the Northern Development or Southern Development to meet demand in that Phase of the Northern Development or Southern Development.

- 12.6 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) shall during the course of constructing the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) produce and maintain continuous cycle and pedestrian networks within that Phase or Sub-Phase of the Northern Development or Southern Development in accordance with the relevant Phase Transport Report and the Area Wide Walking and Cycling Study unless and to the extent that:

12.6.1 it is agreed otherwise by the LPA (subject to **clauses 4.7 to 4.9**); or

12.6.2 a Force Majeure occurs making compliance with such obligation not reasonably practicable.

- 12.7 The obligations in this **paragraph 12** bind the land for the Northern Development in each relevant Phase and the land for the Southern Development in each Phase separately.

- 12.8 **paragraphs 12.1 and 12.3** shall take effect:

12.8.1 in relation to the Northern Development, from the date when the S73 Permission is granted (if and to the extent that the Brent Cross Partners shall decide to make an application for any Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission);

12.8.2 in relation to the Southern Development, from the date when the S73 Permission is granted (if and to the extent that CRL shall decide to make an application for any Reserved Matters Approval and/or any Other Matters Approval pursuant to the S73 Permission);

- 12.9 **paragraphs 12.2 and 12.4 to 12.6** shall take effect:

12.9.1 in relation to each Phase or Sub-Phase of the Northern Development, on the Commencement of the relevant Phase or Sub-Phase of the Northern Development;

- 12.9.2 in relation to each Phase or Sub-Phase of the Southern Development, on the Commencement of the relevant Phase or Sub-Phase of the Southern Development.

13 FRAMEWORK SERVICING AND DELIVERY STRATEGY – NORTHERN & SOUTHERN DEVELOPMENTS

- 13.1 The Brent Cross Partners (in relation to the Northern Development) and CRL (in relation the Southern Development) covenant as follows:

13.1.1 the Framework Servicing and Delivery Strategy shall be adopted for the Northern Development by the Brent Cross Partners upon the grant of approval under **Condition 1.21**;

13.1.2 the Framework Servicing and Delivery Strategy shall be adopted for the Southern Development by CRL upon the grant of approval under **Condition 1.21**; and

13.1.3 the Brent Cross Partners or CRL (as the case may be) shall use all reasonable endeavours to achieve the Framework Servicing and Delivery Strategy objectives for the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be),

unless and to the extent that either (a) it is agreed otherwise in accordance with **clauses 4.7 to 4.9** or (b) a Force Majeure occurs making compliance with the obligation not reasonably practicable.

- 13.2 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall:

13.2.1 not Commence the relevant Phase of the Northern Development or Southern Development (as the case may be) unless and until the Brent Cross Partners and / or CRL (as the case may be and if both then jointly and severally subject to **paragraphs 13.6 and 13.7** below) shall have appointed a suitably qualified and experienced manager to manage and control the construction traffic movements generated by the relevant Phase of the Northern Development and / or Southern Development (as the case may be) so as to mitigate construction transport impacts insofar as reasonably practicable in accordance with the principles contained in:

- (a) the Environmental Statement;
- (b) the Transport Assessment; and
- (c) the Construction Impact Assessment,

submitted with the Planning Application (or any variations to those documents approved under the conditions of the S73 Permission); and

13.2.2 in the event that the employment of the respective manager may terminate, the Brent Cross Partners and / or CRL (as the case may be and if both then jointly and severally subject to **paragraphs 13.6** and **13.7** below) shall (as soon as reasonably practicable and as often as may be necessary) appoint a replacement to effectively fulfil and carry out the duties of such manager in accordance with the principles and parameters set out in the documents referred to in **paragraph 13.2.1**;

13.2.3 not Occupy the relevant Phase or Sub-Phase of the Northern Development (in the case of the Brent Cross Partners) or Southern Development (in the case of CRL) unless and until they have:

- (a) appointed a suitably qualified Delivery and Servicing Manager for the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) (who for the avoidance of doubt may be carrying out other functions or roles and may be shared for the Northern Development and Southern Development) to manage the implementation of the Framework Servicing and Delivery Strategy in respect of the relevant Phase or Sub-Phase of the Northern Development or Southern Development to meet the Framework Servicing and Delivery Strategy objectives for the the relevant Phase or Sub-Phase of the Northern Development; and
- (b) the name and contact details for such Delivery and Servicing Manager have been provided to the LPA; and

13.2.4 in the event that the employment of such Delivery and Servicing Manager may terminate, the Brent Cross Partners or CRL (or if a joint manager is appointed then both parties) (as the case may be) shall (as soon as reasonably practicable and as often as may be necessary) appoint a replacement to effectively fulfil and carry out the duties of

such manager in accordance with the principles and parameters set out in the documents referred to in this **paragraph 13.2.3**.

13.3 Unless otherwise agreed in accordance with **clauses 4.7 to 4.9**, the Framework Servicing and Delivery Strategy shall be updated by the Brent Cross Partners and / or CRL (as the case may be subject to **paragraphs 13.6 and 13.7** below) with the involvement of their respective Delivery and Servicing Manager(s) and submitted to the LPA and TfL acting through the Transport Strategy Group for approval under **Condition 1.21** of the S73 Permission upon the fifth anniversary of its adoption and every five years thereafter or such longer period as is approved under **Condition 1.21** until whichever is the earlier of:

13.3.1 two years after Occupation of the final residential or commercial unit within the Development (whichever is the later);

13.3.2 two years after Occupation of the last Plot comprised in such parts of the Development to be completed after the Brent Cross Partners and CRL declare the Development either:

- (a) closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented; or
- (b) suspended in accordance with the arrangements set out in **paragraph 2 of Schedule 2** above in which case there shall be:

(i) in relation to the Northern Development:

(A) no resumption of the Northern Development (or relevant Phase(s) or Sub-Phase(s) within it) unless and until the Brent Cross Partners shall have appointed a suitably qualified and experienced manager to manage and control the construction traffic movements generated by the Northern Development in accordance with **paragraph 13.2.1** of this Schedule;

(B) no further Plots within any resumed parts of the Northern Development shall be Occupied within the resumed parts of the Northern Development unless and until the Brent Cross Partners have appointed a

suitably qualified Delivery and Servicing Manager;
and

(ii) in relation to the Southern Development:

(A) no resumption of the Southern Development (or relevant Phase(s) or Sub-Phase(s) within it) unless and until CRL shall have appointed a suitably qualified and experienced manager to manage and control the construction traffic movements generated by the Southern Development in accordance with **paragraph 13.2.1** of this Schedule

(B) no further Plots within any resumed parts of the Southern Development shall be Occupied within the resumed parts of the Southern Development unless and until CRL has appointed a suitably qualified Delivery and Servicing Manager.

13.4 The Brent Cross Partners and CRL covenant separately that they shall procure that their Delivery and Servicing Manager(s) provide annual monitoring reports using a Servicing and Delivery Strategy database for the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) (which reports may be jointly provided for the Northern Development and Southern Development) that will be presented to the Transport Advisory Group and shall inform the Transport Reports up until the earlier of:

13.4.1 the submission of the last reserved matters application for the Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be); or

13.4.2 completion of any Plot Development comprised in any Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) that is Commenced prior to any date when the Brent Cross Partners or CRL (as the case may be) declare that the Northern Development or Southern Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

13.5 The respective Delivery and Servicing Manager(s) appointed by the Brent Cross Partners and CRL shall monitor and maintain a database demonstrating whether and how far the Servicing and Delivery Strategies for the relevant Phase(s) and

Sub-Phase(s) of the Northern Development or Southern Development (or both if a joint manager is appointed) (as the case may be) are achieving the targets set in the Framework Servicing and Delivery Strategy including progress towards consolidation (out of hours) and waste objectives from first Occupation of any unit in the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be).

13.6 The Brent Cross Partners shall be fully released from all obligations and liability under this **paragraph 13** on occurrence of the earlier of the following events:

13.6.1 completion of the Northern Development;

13.6.2 completion of all Phases and Sub-Phases of the Northern Development that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Northern Development in any subsequent further Phase(s) or Sub-Phase(s) of the Northern Development (including expiration of the S73 Permission in respect of such subsequent Phase(s) or Sub-Phase(s) of the Northern Development (as the case may be) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission) or

13.6.3 completion of such Phase(s) or Sub-Phase(s) of the Northern Development as may have been Commenced prior to the date when the Brent Cross Partners declare that the Northern Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

13.7 CRL shall be fully released from all obligations and liability under this **paragraph 13** on occurrence of the earlier of the following events:

13.7.1 the completion of the Southern Development;

13.7.2 completion of all Phases and Sub-Phases of the Southern Development that have been Commenced before any circumstances arise in which the S73 Permission ceases to authorise the Southern Development in any subsequent further Phase(s) or Sub-Phase(s) of the Southern Development (including expiration of the S73 Permission in respect of such subsequent Phase(s) or Sub-Phase(s) of the Southern Development (as the case may be) in the event of any failure to comply with the relevant pre-commencement conditions of the S73 Permission) or

13.7.3 completion of such Phase(s) or Sub-Phase(s) of the Southern Development as may have been Commenced prior to the date when CRL

declares that the Southern Development is closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

13.8 The obligations in **paragraph 13** shall:

13.8.1 bind the land for the Northern Development in each relevant Phase separately;

13.8.2 bind the land for the Southern Development in each Phase separately;

13.9 The provisions in this **paragraph 13** shall take effect as follows:

13.9.1 **paragraphs 13.1.1, 13.1.2, 13.2.1 and 13.3** shall take effect from the grant of the S73 Permission (if and when the Brent Cross Partners and / CRL shall apply for approval of the Framework Servicing and Delivery Strategy in accordance with **Condition 1.21** of the S73 Permission);

13.9.2 **paragraphs 13.1.3, 13.2.2 to 13.2.4, 13.4 and 13.5** shall:

(c) in relation to the Northern Development, take effect on the Commencement of the Northern Development;

(d) in relation to the Southern Development, take effect on the Commencement of the Southern Development;

14 FREIGHT QUALITY PARTNERSHIP – NORTHERN & SOUTHERN DEVELOPMENTS

14.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall respectively participate in and procure that its contractors for each Phase or Sub-Phase of the Northern Development or Southern Development are members of the Freight Operator Recognition Scheme that may be established from time to time by TfL or a scheme for similar purposes approved by TfL in accordance with such reasonable terms of reference as may apply from time to time to all private sector participants in the Freight Operator Recognition Scheme or such other scheme until this obligation terminates in accordance with **paragraph 14.3** below.

14.2 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall respectively:

14.2.1 fully and properly participate in:

- (a) the TfL established Freight Quality Partnership; or
- (b) such alternative Freight Quality Partnership within 6 months of the details being submitted to and approved by the LPA in consultation with TfL (or on appeal) or prior to the Commencement of the Northern Development or Southern Development (as the case may be)

until this obligation terminates in accordance with **paragraph 14.3** below;

14.2.2 procure that the Freight Quality Partnership insofar as it is applicable to the relevant Phase or Sub-Phase in the Northern Development or Southern Development shall be managed by their Delivery and Servicing Manager(s) (if the Freight Quality Partnership is not to be operated by or on behalf of TfL) and shall report to the Transport Advisory Group on the outputs of the Freight Quality Partnership on an annual basis (which may be done jointly by the Brent Cross Partners and CRL) until this obligation terminates in accordance with **paragraph 14.3** below.

14.3 The obligations in **paragraphs 14.1 to 14.2** shall terminate as follows:

14.4.1 in relation to the Northern Development, on the earlier of the following:

- (a) two years after Occupation of the final residential or commercial unit within the Northern Development (whichever is the later); or
- (b) two years after the Brent Cross Partners declare the Northern Development closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented;

14.4.2 in relation to the Southern Development, on the earlier of the following:

- (a) two years after Occupation of the final residential or commercial unit within the Southern Development (whichever is the later); or

- (b) two years after CRL declare the Southern Development closed in a manner demonstrated to ensure effectively that it is no longer capable of being further implemented.

14.4 The obligations in this **paragraph 14** shall:

14.1.1 in relation to the Northern Development, take effect in respect of each Phase and Sub-Phase of the Northern Development separately on the Commencement of the relevant Phase and Sub-Phase of the Northern Development;

14.1.2 in relation to the Southern Development, take effect in respect of each Phase and Sub-Phase of the Northern Development separately on the Commencement of the relevant Phase and Sub-Phase of the Northern Development;

15 GREEN TRAVEL MEASURES – NORTHERN & SOUTHERN DEVELOPMENTS

15.1 The Brent Cross Partners (in relation to the Northern Development) and CRL (in relation to the Southern Development) covenant severally as follows:

15.1.1 not to commence any Plot Development in the Northern Development or Southern Development (as the case may be) until details of the terms of reference for operation (including control and management) and a strategy for implementation (including locations) of a Cycle Hire Club (which shall be consistent with the relevant Phase Transport Report(s)) has been submitted by the Brent Cross Partners and / or CRL (jointly and severally) to and approved by the LPA;

15.1.2 shall include within their respective Phase Transport Reports for Phase 1B (North) and Phase 2 (North) (in the case of the Brent Cross Partners) and any Phase and Sub-Phase of the Southern Development (in the case of CRL) submitted to the LPA and TfL for approval pursuant to **Condition 37** of the S73 Permission details of the location and numbers of spaces to be allocated for the Cycle Hire Club in the Northern Development or Southern Development (as the case may be).

15.2 The Brent Cross Partners and / or CRL (jointly and severally) shall use all reasonable endeavours to find and provide necessary funding for an operator for the Cycle Hire Club for the Development to ensure that it shall operate for a

period of no less than 5 years from the date of its establishment in accordance with this paragraph (unless otherwise agreed in accordance with **clauses 4.7 to 4.9**) PROVIDED THAT:

15.2.1 if the Brent Cross Partners and / or CRL (as the case may be):

- (a) are unable to secure an operator for the Cycle Hire Club (or at any stage such operator ceases to operate the Cycle Hire Club); and
- (b) have demonstrated to the LPA that the Brent Cross Partners and / or CRL (as the case may be) have used all reasonable endeavours to do so,

then the Brent Cross Partners and / or CRL (jointly and severally) and the LPA shall agree alternative cycle measures provided that the cost to the Brent Cross Partners and / or CRL (jointly and severally) of such measures shall not exceed the cost to the Brent Cross Partners and / or CRL (as the case may be) of providing the Cycle Hire Club for a period of 5 years (taking account of any funding or expenditure already spent or committed by the Brent Cross Partners and / or CRL (as the case may be));

15.2.2 in the event that alternative measures are agreed and implemented by the Brent Cross Partners and / or CRL (as the case may be) the obligations in this Agreement on the Brent Cross Partners and CRL in respect of the Cycle Hire Club shall immediately cease.

15.3 The Brent Cross Partners (in relation to the Northern Development) and CRL (in relation to the Southern Development) covenant as follows:

15.3.1 not to commence any Plot Development in the Northern Development or Southern Development (as the case may be) until details of the terms of reference for operation (including control and management) and a strategy for implementation (including locations) of a Car Club (which shall be consistent with the relevant Phase Transport Report(s)) has been submitted by the Brent Cross Partners and / or CRL (jointly and severally) to and approved by the LPA;

15.3.2 shall include within their respective Phase Transport Reports for Phase 1B (North) and Phase 2 (North) (in the case of the Brent Cross

Partners) and any Phase and Sub-Phase in the Southern Development (in the case of CRL) submitted to the LPA and TfL for approval pursuant to **Condition 37** of the S73 Permission details of the location and numbers of spaces to be allocated for the Car Club in the Northern Development or Southern Development (as the case may be).

15.4 The Brent Cross Partners and / or CRL (jointly and severally) shall use all reasonable endeavours to find and provide necessary funding for an operator for the Car Club for the Development to ensure that it shall operate for a period of no less than 5 years from the date of its establishment in accordance with this paragraph (unless otherwise agreed in accordance with **clauses 4.7 to 4.9**) PROVIDED THAT:

15.4.1 if the Brent Cross Partners and / or CRL (as the case may be):

- (a) are unable to secure an operator for the Car Club (or at any stage such operator ceases to operate the Car Club); and
- (b) have demonstrated to the LPA that the Brent Cross Partners and / or CRL (as the case may be) have used all reasonable endeavours to do so,

then the Brent Cross Partners and / or CRL (jointly and severally) and the LPA shall agree alternative car club measures provided that the cost to the Brent Cross Partners and / or CRL (jointly and severally) of such measures shall not exceed the cost to the Brent Cross Partners and / or CRL (as the case may be) of providing the Car Club for a period of 5 years (taking account of any funding or expenditure already spent or committed by the Brent Cross Partners and / or CRL (as the case may be));

15.4.2 in the event that alternative car club measures are agreed and implemented by the Brent Cross Partners and / or CRL (as the case may be) the obligations in this Agreement on the Brent Cross Partners and CRL in respect of the Car Club shall immediately cease.

15.5 The Brent Cross Partners (in relation to any Plot containing Dwellings in the Northern Development) and CRL (in relation to any Plot containing Dwellings in the Southern Development) separately shall ensure that in the details to be provided to the first residents of each Dwelling within each Phase or Sub-Phase of

the Northern Development or Southern Development (as the case may be) there shall be offered as part of the Travel Plan for such residents:

15.5.1 one oyster card (or equivalent) for each Dwelling credited for travel within Zones 1 to 4 for a period of one year at no cost to the first residents; and

15.5.2 a voucher of £200 Index Linked (RPI) for each Dwelling towards the cost of a new bicycle or for bicycle aftercare advice cycling proficiency servicing and repairs.

15.6 The Brent Cross Partners (in relation to any Plot containing Dwellings in the Northern Development) and CRL (in relation to any Plot containing Dwellings in the Southern Development) shall:

15.5.1 where the first residents of a Dwelling wish to take up the offer of an oyster card or a voucher the Brent Cross Partners or CRL (as the case may be) shall honour the offer as soon as is reasonably practicable following the acceptance of the offer; and

15.5.2 maintain records to show where such offers have been accepted and oyster cards and vouchers have been issued by the Brent Cross Partners or CRL (as the case may be) which shall be made available to the LPA and/or TfL as soon as reasonably practicable following receipt of a written request for such information from the LPA and/or TfL (such requests not to be made more often than every 6 months).

15.6 The obligations in:

15.6.1 **paragraphs 15.1.1 and 15.3.1** bind the land for each Plot in the Northern Development and Southern Development separately

15.6.2 **paragraphs 15.1.2 and 15.3.2** bind the land in Phase 1B (North) and Phase 2 (North) and each Phase of the Southern Development separately;

15.6.3 **paragraphs 15.1.1, 15.3.1, 15.5 and 15.6** bind the land for each Plot within the Northern Development and Southern Development to be developed in whole or part for Dwelling(s) separately.

15.7 The obligations in this **paragraph 15** shall:

15.7.1 in relation each Phase and Sub-Phase of the Northern Development separately, take effect on the Commencement of the relevant Phase and Sub-Phase of the Northern Development;

15.7.2 in relation each Phase and Sub-Phase of the Southern Development separately, take effect on the Commencement of the relevant Phase and Sub-Phase of the Southern Development;

16 FRAMEWORK TRAVEL PLAN – NORTHERN & SOUTHERN DEVELOPMENTS

16.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall:

16.1.1 commit to the mandatory provisions applying to all:

- (a) commercial owners/ occupiers within the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be); and
- (b) the Existing John Lewis Store (following its vacation by the John Lewis Partnership),

as set out in the Framework Travel Plan approved under the S73 Permission (as amended or updated from time with approval under **Condition 2.6** of the S73 Permission and which is to be considered in close collaboration and coordination with TfL as a STN Application in accordance with **paragraph 2** of this Schedule above); and

16.1.2 apply the same principles to all residential owners/occupiers within the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) by means of Individual Travel Plans.

16.2 This obligation shall take effect:

16.2.1 In relation to the Southern Development, upon Commencement of the Southern Development;

16.2.2 in relation to the Northern Development:

- (a) upon Commencement of the Northern Development (except in relation to the Existing John Lewis Store and any other unit in the

Brent Cross Shopping Centre in respect of which **sub-paragraphs (b) and (c)** below apply);

- (b) in respect of the Existing John Lewis Store immediately once both the Northern Development has been Commenced and either:
 - (i) works of modification have been carried out to the Existing John Lewis Store for the purposes of subdividing it into smaller units pursuant to the S73 Permission; or
 - (ii) it is re-occupied for retail trade use without such works of modification being carried out; and
- (c) so as to take effect and bind any other existing unit within the existing Brent Cross Shopping Centre as and when it shall be re-let following the Commencement of the Northern Development by the Brent Cross Partners (including the renewal or re-grant of any existing tenancy of any such unit insofar as it may be lawful to impose such obligations upon the renewal of such tenancies).

17 OCCUPIER TRAVEL PLANS – NORTHERN & SOUTHERN DEVELOPMENTS

17.1 No premises which meets the standard travel plan threshold (as defined in TfL's Guidance for Workplace Travel Planning for Development) to be used for any non residential purpose (as the case may require) in the Northern Development or the Southern Development (as the case may be) shall be Occupied before:

17.1.1 an Occupier Travel Plan for those premises shall have been submitted to the LPA in consultation with TfL for approval under the **Condition 39.3** of the S73 Permission; and

17.1.2 the LPA in consultation with TfL (or an appeal decision) shall have approved under such condition.

17.1A the Occupier Travel Plan for each premises referred to in **paragraph 17.1** above shall be reviewed and submitted by the Occupier for approval again every three years following the first approval of the Occupier Travel Plan unless and to the extent it is agreed otherwise in accordance with **clauses 4.7 to 4.9**.

17.1B the Occupier for each premises referred to in **paragraphs 17.1 to 17.1A** above shall comply with the terms of the approved Occupier Travel Plan for the respective premises approved unless and to the extent it is agreed otherwise in

accordance with **clauses 4.7 to 4.9** or a Force Majeure occurs making compliance with the obligation not reasonably practicable.

17.2 PROVIDED THAT AND IT IS HEREBY AGREED AND DECLARED for the avoidance of doubt (AND for the purposes of **clause 2.6** of this Agreement) that the obligation to submit an Occupier Travel Plan and the obligation to comply with it shall be directly binding upon and enforceable against any individual Occupiers of the relevant individual commercial unit if and to the extent that:

17.2.1 they relate to such commercial unit;

17.2.2 remain to be observed performed or complied with in accordance with this **paragraph 17**; and

17.2.3 (in relation to the Existing John Lewis Store and any other unit within the existing Brent Cross Shopping Centre) in accordance with the provisions of **paragraph 17.4.2**.

17.3 The LPA (and where appropriate) TfL with the assistance of the Travel Plan Co-ordinator(s) for the Northern Development and / or Southern Development (as the case may be) (who for the avoidance of doubt may be carrying out other functions or roles) shall monitor the Brent Cross Shopping Centre travel plan and all Occupier Travel Plans in respect of the Northern Development and / or Southern Development (as the case may be) in accordance with guidance published from time to time by TfL and may appoint the Transport Advisory Group to assist in such monitoring.

17.4 The obligations in this **paragraph 17**:

17.4.1 bind the land for each premises separately (for which an Occupier Travel Plan is required as referred to in **paragraph 17.1** above); and

17.4.2 bind in accordance with **clause 2.6**:

- (a) Existing John Lewis Store (following its vacation by the John Lewis Partnership); and
- (b) any other existing unit within the existing Brent Cross Shopping Centre,

as and when it shall be re-let following the Commencement of the Northern Development (including the renewal or re-grant of any existing

lease or tenancy of any such unit insofar as it may be lawful to impose such obligations upon the renewal or re-grant of such leases or tenancies).

- 17.5 The obligations in **paragraphs 17.1A to 17.3** shall not be enforceable against any person other than the Occupier of the relevant premises to which the relevant Occupier Travel Plan relates.
- 17.6 The obligations in this **paragraph 17** shall take effect in respect of each premises (for which an Occupier Travel Plan is required as referred to in **paragraph 17.1**) separately on the Commencement of the relevant Plot Development in which the premises is located.

18 ENTERPRISE SCALE TRAVEL PLANS - NORTHERN & SOUTHERN DEVELOPMENTS

- 18.1 Where any part of the Development falls below the TfL's standard travel plan threshold (for non-residential development) referred to in **paragraph 17.1** above but the Occupier is anticipated to employ 20 or more staff the relevant premises in the Northern Development or Southern Development (as the case may be) shall not be Occupied until an Enterprise Scale Travel Plan (as defined in TfL's Guidance for workplace travel planning for development) has been approved under **Condition 39.4** of the S73 Permission.
- 18.1A The Occupier of each premises in the Northern Development or Southern Development (as the case may be) (for which an Enterprise Scale Travel Plan is required as referred to in **paragraph 18.1**) shall operate the relevant premises in accordance with the approved Enterprise Scale Travel Plan unless and to the extent it is agreed otherwise or a Force Majeure occurs making compliance with the obligation not reasonably practicable.
- 18.2 PROVIDED THAT AND IT IS HEREBY AGREED AND DECLARED for the avoidance of doubt (AND for the purposes of **clause 2.6** of this Agreement) that the obligation to submit an Enterprise Scale Travel Plan and the obligation to comply with it shall be directly binding upon and enforceable against any Occupiers of the relevant individual commercial unit in the Northern Development or Southern Development if and to the extent that they:
- 18.2.1 relate to such commercial unit; and
- 18.2.2 remain to be observed performed or complied with in accordance with this **paragraph 18**.

18.3 The obligations in **paragraphs 18.1** and **18.2** shall not be enforceable against any person other than the Occupier of the relevant premises to which the relevant Travel Plan relates.

18.4 The obligations in this **paragraph 18** shall take effect in respect of each premises (for which an Occupier Travel Plan is required as referred to in **paragraph 17.1**) separately on the Commencement of the relevant Plot Development in which the premises is located.

19 SCHOOL TRAVEL PLANS – SOUTHERN DEVELOPMENT

19.1 CRL (in conjunction with the LPA) shall prepare School Travel Plans for all new education establishments to be provided as part of the Southern Development in accordance with the Framework Travel Plan and best practice guidance. For each education establishment this obligation binds the Plot in which the relevant educational establishment is to be located.

19.2 No education premises to be provided as part of the Southern Development shall be Occupied prior to the School Travel Plan for those premises first having been submitted to and approved under **Condition 39.5** of the S73 Permission. This obligation binds the Plot for each such educational premises separately.

19.3 PROVIDED THAT AND IT IS HEREBY AGREED AND DECLARED for the avoidance of doubt (AND for the purposes of **clause 2.6** of this Agreement) that the obligation to submit a School Travel Plan and the obligation to comply with it shall be directly binding upon and enforceable against any individual owners and/or occupiers and/or operators of any individual school if and to the extent that they relate to such school unit and remain to be observed performed or complied with in accordance with this **paragraph 19**.

20 CONSTRUCTION WORKERS TRAVEL PLAN – NORTHERN & SOUTHERN DEVELOPMENTS

20.1 The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) covenant that they shall respectively:

20.1.1 when respectively submitting matters for approval under **Condition 12.2** of the S73 Permission prepare and submit to the LPA for approval under the **Condition 12.2** of the S73 Permission (in consultation with TfL in so far as it relates to the Strategic Transport Network) an updated

Construction Workers Travel Plan prior to Commencement of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be);

20.1.2 update the approved Construction Workers Travel Plan regularly as so required at the request of the LPA who will consider any representations received from TfL so as to reflect up to date construction conditions on site in the Northern Development and / or Southern Development (as the case may be);

20.1.3 carry out the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) in accordance with the relevant Construction Workers Travel Plan.

20.2 This obligation binds the Northern Development in each Phase and Sub-Phase separately and the Southern Development in each Phase and Sub-Phase separately and shall be enforceable against any Principal Developer of any Plot or other part of such Phase or Sub-Phase (or the Brent Cross Partners or CRL if they are developing such Plot or other part of such Phase or Sub-Phase).

20.3 **Paragraphs 20.1.2 and 20.1.3 shall:**

20.3.1 in relation to each Phase and Sub-Phase of the Northern Development, take effect upon the Commencement of the relevant Phase or Sub-Phase in the Northern Development;

20.3.2 in relation to each Phase and Sub-Phase of the Southern Development, take effect upon the Commencement of the relevant Phase or Sub-Phase in the Southern Development.

21 TRAVEL PLAN CO-ORDINATOR - NORTHERN & SOUTHERN DEVELOPMENTS

21.1. The Brent Cross Partners (so as to bind the land for the Northern Development in each relevant Phase separately) and CRL (so as to bind the land for the Southern Development in each Phase separately) separately covenant that they shall (subject to Commencing the Northern Development or Southern Development (as the case may be)) at their own cost (or otherwise if appropriate in accordance with arrangements approved as part of the Estate Management Framework) employ and continue to employ or appoint a Travel Plan Co-ordinator in respect of the relevant Phase or Sub-Phase of the Northern

Development or Southern Development (as the case may be) (who for the avoidance of doubt may be carrying out other functions or roles and may be a shared Travel Plan Co-ordinator for the Northern Development and Southern Development) at all times during the construction and operation of the relevant Phase or Sub-Phase of the Northern Development or Southern Development (as the case may be) (and at no cost to the LPA or TfL) until otherwise agreed with the LPA and TfL.

- 21.2.1 The name and associated details of the Travel Plan Co-Ordinator(s) referred to in **paragraph 21.1** shall be submitted by the Brent Cross Partners (in relation to the Northern Development) and CRL (in relation to the Southern Development) to and approved by the LPA and TfL.