

MEMORANDUM

421

To: Executive Director,  
Planning and Conservation

From: Forsters

To ~~Local Land Charges~~

Your Ref:

Ref: MDC/25339/4

Committee/Decisions - Alice Horan

Area Admin Officer - SW Team

Planning Records - Lloydon McBarnette

Planning Services Instructing Officer

John Thorne

Group Finance Manager - Christine Jenkins

Stan Logan - Housing Initiatives (Affordable

Housing Agreements)

~~Marya Lee - Residents Parking (Permit Free~~

Agreement) ~~Mark Chelwynd - Transport~~

Sue Billington - Law and Administration

Date: 5 May 2005

Section 106/Town and Country Planning Act 1990 : Agreement : completed 27 April 2005  
Address: Lots Road Power Station and Chelsea Creek, Lots Road, London SW10  
Planning Application Number PP/02/01324/MAJM

With reference to the above, I write to advise you that the Section 106 Agreement on the above property was completed on 27 April 2005. The Agreement should be registered on the Planning Register and on the Local Land Charges Register.

I set down below details of the agreement for insertion into the Section 106 Agreement database by Alice Horan.

- (a) Address of Property: Lots Road Power Station and Chelsea Creek, Lots Road, London SW10
- (b) Planning application reference: PP/02/01324/MAJM
- (c) Date Agreement completed: 27 April 2005
- (d) Parties to the agreement: (1) The Mayor and Burgesses of the Royal Borough of Kensington and Chelsea (2) Transport for London (3) Circadian Limited and (4) London Underground Limited
- (e) Area Planning Officer: John Thorne

- (f) Summary of the Requirements: See Appendix 1
- (g) Money required to be paid to the Council: See Appendix 2
- (h) Timescale for review if appropriate:

I attach hereto a copy of the Section 106 Agreement for your file.



Michael Cunliffe  
Forsters

Enc

P.S Any queries please contact Heleli Tukumba,  
Senior Solicitor Legal Services Ex 2617

**APPENDIX 1**  
**LOTS ROAD – SECTION 106 AGREEMENT**  
**SUMMARY OF THE REQUIREMENTS**

The Section 106 Agreement contains a considerable number of planning obligations on behalf of Circadian Limited. These can be summarised as follows. Details of the financial contributions to be made to the Council and the dates payable can be found at Appendix 2 "Money Required to be Paid to the Council".

Provisions allowing for public access to the development;

A financial contribution towards the provision of bus stops along the route of the Embankment Bus Service and the C3 bus;

A financial contribution towards bus priority measures;

A financial contribution towards off-street parking;

The setting aside of 40 car parking spaces for use by members of the public visiting the development;

A financial contribution towards improvements to Chelsea Harbour Pier;

A financial contribution payable annually for a period of 5 years to pay for public passenger riverbus services between Chelsea Harbour Pier and Embankment Pier;

Controls over the construction of the development to minimise its impact on the local environment;

A financial contribution towards cycle improvements;

A financial contribution towards cycle safety and proficiency training;

Travel Plan provisions including accommodation for the on site Transport Manager to be appointed and off-street parking for group transport vehicles;

A financial contribution towards the setting up and management of a Car Club and Cycle Pool;

A financial contribution towards School Travel Plans;

A financial contribution to Transport for London towards the Embankment Bus Service or other bus route or other public transport improvements;

A financial contribution towards improvements to the Lots Road/Cremorne Road Junction;

A financial contribution towards streetscape improvement works;

A financial contribution towards pedestrian measures;

The provision of a community facility intended to be occupied by the Ashburnham Community Association;

A financial contribution towards sports facilities;

A financial contribution towards the provision of and/or enhancement of education facilities;

A financial contribution towards improvements to Westfield Park;

Local recruitment for a proportion of construction jobs in the development;

Affordable housing provisions;

Implementation of a Management Agreement between English Heritage, Circadian and Circadian (CH) Limited in respect of the existing power station;

Works to Chelsea Creek and maintenance of the Creek in accordance with a Management Plan;

A financial contribution towards public art;

The offering of two B1 units within the development at a subsidised rental level for a period of 3 years from completion of the units;

Adherence to design quality standards;

Submission and Compliance with an Environmental Management Plan;

The utilisation of money not spent on the new station at Imperial Wharf on the West London Line for alternative transportation measures;

Removal of rubbish, graffiti and fly-posters;

The publicisation of the transportation and recreational benefits of the River Thames;



## APPENDIX 2

### LOTS ROAD – SECTION 106 AGREEMENT

#### MONEY REQUIRED TO BE PAID TO THE COUNCIL

NB All sums payable are index-linked

1. **Bus Stops Contribution** means the sum of £165,000 to provide for the Bus Stops
- 1.1 **Bus Stops Contribution First Payment** means the sum of £75,000 payable to TfL within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
- 1.2 **Bus Stops Contribution Second Payment** means the sum of £90,000 payable to TfL upon Occupation of more than 50% of the Units within the Royal Borough Development. Part of this sum to be made available to the Council if bus stops are provided on non-GLA roads.
2. **Bus Priority Measures Sum** means a sum of £50,000 to provide for the Bus Priority Measures payable to Transport for London (TfL) within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development. Part of this sum to be made available to the Council if measures are carried out on non-GLA roads.
3. **Car Parking Contribution** means the sum of £1,500,000
- 3.1 not to Occupy more than 50% of the Open Market Units within the Royal Borough Development until the Car Parking Contribution has been paid to the Council
4. **Chelsea Harbour Pier Contribution** means the sum of £30,000 to be paid to the Council within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
5. **Riverbus Service Contribution** means annual payments of £50,000 for a period of 5 years the first payment of which shall be made no later than the first Occupation of the first Unit within the Royal Borough Development and subsequent payments to be made annually on the anniversary of the first payment aforesaid
6. **Cycle Contribution** means the sum of £260,000 for the Cycle Improvements to be paid to the Council
- 6.1 **Cycle Contribution First Payment** means the sum of £160,000 to be made within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development;
- 6.2 **Cycle Contribution Second Payment** means the sum of £100,000 to be made upon the Commencement of the Construction of more than 200 Units within the Royal Borough Development

7. **Cycle Safety and Proficiency Training** – the sum of £5000 to be paid to the Council within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
8. **Car Club and Cycle Pool Contribution** means the sum of £45,000 for the provision of the Car Club and Cycle Pool
- 8.1 **Car Club and Cycle Pool Contribution First Payment** means the sum of £22,500 to be paid to the Council within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
- 8.2 **Car Club and Cycle Pool Contribution Second Payment** means the sum of £22,500 to be paid to the Council upon the Commencement of the Construction of the 201st Unit in the Royal Borough Development
9. **School Travel Plans** to provide a contribution of £60,000 to the Council towards the implementation and monitoring of the School Travel Plans. £30,000 is to be paid within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development and £30,000 to be paid to the Council upon the Commencement of the Construction of the 201st Unit within the Royal Borough Development
10. **Lots Road/Cremorne Road Junction Contribution** means the sum of £200,000 to fund improvements to the Lots Road/Cremorne Road Junction shown on Plan 6 to be paid to the Council within 7 days of the date of the service of the Implementation Notice for the Hammersmith and Fulham Development
11. **Streetscape Improvement Zone Contribution** means the sum of £400,000 to be paid to the Council for the carrying out of the Streetscape Improvement Zone Works within the Streetscape Improvement Zone
- 11.1 **Streetscape Improvement Zone Contribution First Instalment** means the sum of £100,000 to be paid within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
- 11.2 **Streetscape Improvement Zone Contribution Second Instalment** means the sum of £300,000 to be paid within 18 months of the date of the service of the Implementation Notice for the Royal Borough Development
12. **Pedestrian Measures Contribution** means the sum of £133,000
- 12.1 **Pedestrian Measures Contribution First Payment** means the sum of £83,000 to be paid to the Council within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
- 12.2 **Pedestrian Measures Contribution Second Payment** means the sum of £50,000 to be paid to the Council upon the date of the Commencement of the Construction of the 201st Unit within the Royal Borough Development
13. **Community Facility** Circadian are required to fit out the Community Facility in the event that a lease is agreed up to a cost of £100,000 or pay on exchange of contracts £100,000 to the Council as a contribution towards fitting out the Community Facility

14. **Sports Facilities Contribution** means the sum of £1,000,000 to be paid to the Council prior to the Occupation of more than 50% of the Open Market Units within the Royal Borough Development
15. **Education Contribution** means the sum of £2,000,000 to be paid to the Council on or before the Occupation of more than 25% of the Open Market Units within the Royal Borough Development
16. **Westfield Park Contribution** means the sum of £400,000 to be paid to the Council to fund improvements to Westfield Park to be paid on or before the Occupation of more than 50% of the Open Market Units within the Royal Borough Development
17. **Public Art Contribution** means the sum of £100,000 for the provision of Public Art to be paid within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
18. **West London Line Contribution**

If after 8 years from the date upon which the West London Line Contribution First Payment of £150,000 was made and if after a period of 8 years from the date that the West London Line Contribution Second Payment of £850,000 was made both under the Hammersmith and Fulham Section 106 Agreement the whole or any part of such payments remain unexpended at the end of those respective periods they shall be divided equally between the Council and Hammersmith and Fulham and expended on alternative transportation measures reasonably related to and of similar mitigation effect upon the transportation impact of the Development and which are of benefit to residents within the Development

Dated

27<sup>th</sup> APRIL

2005

421

THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH  
OF KENSINGTON AND CHELSEA

TRANSPORT FOR LONDON

CIRCADIAN LIMITED

LONDON UNDERGROUND LIMITED

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DEED MADE PURSUANT TO  
SECTION 106 OF THE TOWN AND  
COUNTRY PLANNING ACT 1990  
RELATING TO LAND AT LOTS  
ROAD POWER STATION AND  
CHELSEA CREEK, LOTS ROAD,  
LONDON SW10

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ADDLESHAW GODDARD

This Deed is made on 27<sup>th</sup> April 2005

**Between**

- (1) **The Mayor and Burgesses of the Royal Borough of Kensington and Chelsea** of the Town Hall, Hornton Street, London W8 7NX ("Council");
- (2) **Transport for London** of Windsor House 42-50 Victoria Street London SW1H 0TL ("TfL")
- (3) **Circadian Limited** of 2 Princes Way, Solihull, West Midlands B91 3ES (Company Registration No. 03857131) ("Circadian"); and
- (4) **London Underground Limited** of 55 Broadway London SW1H 0BD (Company Registration Number 01900907) ("LUL")

**DEFINITIONS**

- 1.1 **1974 Act** means the Greater London Council (General Powers) Act 1974
- 1.2 **1990 Act** means the Town & Country Planning Act 1990
- 1.3 **1999 Act** means the Greater London Authority Act 1999
- 1.4 **1980 Act** means the Highways Act 1980
- 1.5 **Affordable Housing Unit** means a dwelling to provide a Shared Equity Unit an Entry Level Unit or a Rented Accommodation Unit
- 1.6 **Appeal** means the appeal lodged by Circadian with the Secretary of State against the refusal of the Planning Application by the Council on 13 November 2003
- 1.7 **Approved Routes** means the routes in green shown on the Routing Plan
- 1.8 **B1 Units** means the two units designated for B1 use pursuant to the Town and Country Planning (Use Classes) Order 1987 and referred to at Clause 52
- 1.9 **Buildings KC1 KC2A KC2B KC3 and KC4** shall mean those buildings being part of the Royal Borough Development marked as such on the Phasing Plan (and "Building" shall refer to any of the same)
- 1.10 **Bus Priority Measures** means such highway traffic management or enforcement measures which facilitate the prioritisation of buses so as to improve bus journey times and reliability on Lots Road or such other roads in the vicinity of the Site as TfL shall reasonably determine in consultation with the Council
- 1.11 **Bus Priority Measures Sum** means the sum of £50,000 to provide for the Bus Priority Measures
- 1.12 **Bus Stops** means the new bus stops to be provided along the route of the Embankment Bus Service (or along the route of such other alternative bus route that may be determined pursuant to Clause 31.1.(b)) and the C3 Bus the bus stops to be provided in relation to the Embankment Bus Service and the C3 Bus being shown for indicative purposes only on Plan 3
- 1.13 **Bus Stops Contribution** means the sum of £165,000 to provide for the Bus Stops

- 1.14 **Bus Stops Contribution First Payment** means the sum of £75,000
- 1.15 **Bus Stops Contribution Second Payment** means the sum of £90,000
- 1.16 **C3 Bus** means the bus route between Clapham Junction Station and Earls Court
- 1.17 **Car Club and Cycle Pool** means a fleet of hire cars and free hire bicycles available for use by residents and persons living or working within the vicinity of the Development
- 1.18 **Car Club and Cycle Pool Contribution** means the sum of £45,000 for the provision of the Car Club and Cycle Pool
- 1.19 **Car Club and Cycle Pool Contribution First Payment** means the sum of £22,500
- 1.20 **Car Club and Cycle Pool Contribution Second Payment** means the sum of £22,500
- 1.21 **Car Parking Contribution** means the sum of £1,500,000
- 1.22 **Car Parking Spaces** means 40 car parking spaces (including a minimum of 4 disabled parking bays) within the Development for use by members of the public visiting the Development and including 4 spaces for use by the Car Club as shown outlined in yellow on Plan 8
- 1.23 **Chelsea Creek** means the waterway shown coloured blue on Plan 4
- 1.24 **Chelsea Creek Bridges** means the three pedestrian bridges crossing Chelsea Creek and connecting up the Royal Borough Development with the Hammersmith & Fulham Site
- 1.25 **Chelsea Creek Management Plan** means the management plan having regard to the form of the draft at Schedule 5 to this Deed
- 1.26 **Chelsea Harbour Pier** means the pier for public riverbus services shown coloured yellow on Plan 4
- 1.27 **Chelsea Creek Works** means works within the boundaries of Chelsea Creek including the walls thereto as more particularly described in the Planning Application and the supporting environmental statement
- 1.28 **Chelsea Harbour Pier Contribution** means the sum of £30,000
- 1.29 **Chelsea Harbour Pier Access Measures** means measures to improve pedestrian and cycle access from the Development and the vicinity of the Development to Chelsea Harbour Pier
- 1.30 **Commencement of Construction** means in the case of any Unit the construction of internal walls for that Unit
- 1.31 **Common Housing Register** means the register of persons in housing need compiled by the Council
- 1.32 **Community Facility** means a unit of not less than 445 sqm net internal floor space within Building KC3 to provide Class D1(b) or Class D1(g) use as defined in the Town and Country Planning (Use Classes) Order 1987 or any successor Order thereto as shown on Planning Application Drawing No. LRTW-4/PA/05-004-G or such other unit of not less than 445sqm elsewhere within the Royal Borough Development as may be agreed in writing with the Council

- 1.33 **Complete** means in the case of a Unit that the Unit is ready for Occupation and in the case of any Phase or Building or Pedestrian Routes or Publicly Accessible Open Space that they are fit for purpose and completed in accordance with the relevant specifications (and "Completion" and "Completions" and "Completed" shall be construed accordingly)
- 1.34 **Cremorne Wharf** means the site outlined in green on Plan 4
- 1.35 **Cycle Contribution** means the sum of £260,000 for the Cycle Improvements
- 1.36 **Cycle Contribution First Payment** means the sum of £160,000
- 1.37 **Cycle Contribution Second Payment** means the sum of £100,000
- 1.38 **Cycle Improvements** means highway works for the improvement of the safety and amenity of cycling (to include cycle parking "Toucan" crossings and cycle routes) in the vicinity of the Development
- 1.39 **Design Quality Standards** means the principles to be incorporated into detailed design and construction of the Development as set out in Schedule 3
- 1.40 **Development** means the Royal Borough Development and the Hammersmith & Fulham Development which together comprise a single cohesive scheme
- 1.41 **Economic Development Officer** means the Council's Economic Development Officer or that officer's successor in title or such other officer whose designation has been notified to Circadian in writing by the Council
- 1.42 **Education Contribution** means the sum of £2,000,000 towards the provision of and/or enhancement of educational facilities situated within the administrative area of the Council and within the vicinity of the Royal Borough Development
- 1.43 **Embankment Bus Service** means a new London Bus Service comprising a new bus route from Sands End to Westminster via the Embankment and which is shown for identification purposes only on Plan 3
- 1.44 **Embankment Bus Service Contribution** means the sum of £1,700,000 to subsidise the Embankment Bus Service
- 1.45 **English Heritage** means the Historic Buildings and Monuments Commission for England of Savile Row London W1 including any successor body that may take its statutory powers
- 1.46 **Entry Level Unit** means an Affordable Housing Unit for Occupation by a Key Worker (and "Entry Level Units" shall be construed accordingly)
- 1.47 **Environmental Management Plan** means a strategy setting out best practice procedures to be utilised by appointed contractors both during construction of and following Completion of the Development and through management on the Site both during construction of and following Completion of the Development with regard to water efficiency waste minimisation use of recycled products dust and noise suppression visual screening removal of hazardous materials public security construction vehicle holding and safe working
- 1.48 **Expert** means an independent person appointed in accordance with the provisions of Clauses 59.10 59.11 59.12 and 59.13 of this Deed to determine a dispute

- 1.49 **GP Surgery** means a unit of 141 sqm net internal floorspace set aside for General Practitioner or other D1 (a) Use as defined in the Town and Country Planning (Use Classes) Order 1987 as shown on Planning Application Drawing No LRTW-4-/PA/05-004-G or such other area of not less than 141 sqm net internal floorspace as may be agreed in writing with the Council within the Royal Borough Development
- 1.50 **Hammersmith and Fulham** means the London Borough of Hammersmith and Fulham of Town Hall, King Street, London W6 9JU
- 1.51 **Hammersmith and Fulham Development** means the development pursuant to London Borough of Hammersmith and Fulham planning application number 2002/03132/FUL
- 1.52 **Hammersmith and Fulham Site** means the site outlined in blue on Plan 2 which is the subject of London Borough of Hammersmith & Fulham planning application Ref. No. 2002/03132/FUL
- 1.53 **Hammersmith and Fulham Site Obligation** means the Deed pursuant to Section 106 of the 1990 Act between Circadian Circadian (CH) Limited LUL Hammersmith and Fulham and TfL dated the same date as this Deed and which binds the Hammersmith and Fulham Site
- 1.54 **Hammersmith and Fulham Site Unilateral Undertaking** means the Unilateral Undertaking pursuant to Section 106 of the 1990 Act entered into by Circadian Circadian CH Limited and LUL dated the same date as this Deed in favour of Hammersmith and Fulham
- 1.55 **Heavy Commercial Vehicle** means a vehicle (whether mechanically propelled or not) constructed or adapted for carriage of goods and having a maximum laden weight exceeding 7.5 tons inclusive of any trailer drawn by the vehicle and includes the use of the vehicle for the carriage of construction plant and materials
- 1.56 **Hours** means in respect of Pedestrian Routes (but not in relation to the Thames Path which shall be open at all times) and Publicly Accessible Open Space within the Royal Borough Development 8am to 6pm from 1st November to 31st March and 7.30am to 10pm from 1st April to 31st October and in respect of the ground floor of the Power Station 8am to 10pm all year
- 1.57 **Housing Corporation** means the Housing Corporation of Maple House 149 Tottenham Court Road London W1T 7BN being the statutory body that funds and regulates Registered Social Landlords
- 1.58 **Implementation** means the undertaking of a Material Operation pursuant to the Planning Permission or as applicable of the Hammersmith and Fulham Development (and "Implement" and "Implementation Date" and "Implementing" shall be construed accordingly)
- 1.59 **Implementation Notice for the Hammersmith and Fulham Development** means a notice served by Circadian upon Hammersmith and Fulham TfL and the Council at least 7 days before Implementation of the Hammersmith and Fulham Development
- 1.60 **Implementation Notice for the Royal Borough Development** means a notice served by Circadian on the Council TfL and Hammersmith and Fulham pursuant to Clause 4.2 at least 7 days before Implementation of the Royal Borough Development
- 1.61 **Index Linked** means that the relevant sum shall be as appropriate increased or decreased to reflect the net movement in the Index of Retail Prices over the relevant period the amount of such increase or decrease to be calculated as follows:



$$A \times \frac{B}{C} = D$$

where:

A = the relevant sum as specified in this Deed in pounds sterling;

B = the Index of Retail Prices at the date the relevant sum is payable;

C = the Index of Retail Prices at 28 October 2003

D = the resultant sum in pounds sterling payable under this Deed

- 1.62 **Index of Retail Prices** means the index of retail prices published by the Office of National Statistics or by any other Department Ministry or other body upon which the duties in connection with such Index devolves or if the index ceases to be compiled the index which replaces the same or is the nearest equivalent as shall be reasonably agreed between the parties
- 1.63 **Interest** means interest at the base rate for the time being of Barclays Bank plc plus 2%
- 1.64 **Key Worker** means persons in housing need on the Common Housing Register who are either:
- (a) teachers;
  - (b) nurses;
  - (c) bus drivers;
  - (d) police officers;
  - (e) paramedics;
  - (f) town and country planners;
  - (g) fire fighters; or
  - (h) from other key worker occupations nominated from time to time by the Council
- 1.65 **London Bus Service** means a London local service as defined in Section 179(1) of the 1999 Act which TfL may determine is required from time to time pursuant to Section 181 of the 1999 Act
- 1.66 **Long Lease** means the grant of a lease of a term of not less than 99 years
- 1.67 **Lots Road/Cremorne Road Junction** means the junction of Lots Road and Cremorne Road
- 1.68 **Lots Road/Cremorne Road Junction Contribution** means the sum of £200,000 to fund improvements to the Lots Road/Cremorne Road Junction shown on Plan 6
- 1.69 **Management Agreement** means the management agreement in respect of the existing power station on the Site a copy of which is at Schedule 2 between English Heritage Circadian and Circadian (CH) Limited dated 10 February 2005

- 1.70 **Management Company** means the management company which manages the Development through the collection and expenditure of the Service Charge
- 1.71 **Material Operation** means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act provided that for the purposes of this Deed works of ground investigation or site survey work construction of boundary fencing or hoardings archaeological investigation works exclusively of decontamination demolition or remediation shall not be taken to be a material operation but for the avoidance of doubt works directly associated with the erection of buildings below ground level such as the construction of the underground car park and the laying of foundations and permanent service conduits or any preparatory works which give rise to bulk material transportation shall constitute a material operation for the purposes of Section 56(4) of the 1990 Act)
- 1.72 **Occupation** means occupation other than for the purposes of marketing fitting out or site security (and "Occupations" "Occupy" "Occupying" "Occupier" and "Occupied" shall be construed accordingly)
- 1.73 **On Site Transport Manager** means a full time member of the Management Company staff or such other company as Circadian shall determine whose responsibilities shall include dissemination of information about local public transportation provision for the benefit of residents and commercial Occupiers within the Development and within the vicinity of the Development and to manage the approved Travel Plan
- 1.74 **On Site Transport Manager's Office** means a unit suitable for the purpose of providing accommodation for the On Site Transport Manager and to provide a reception point/waiting area for passengers wishing to use group transport vehicles and to have available within it publicly accessible information on local transport services such unit to be provided for a minimum period of 15 years from the date of its opening
- 1.75 **Open Market Unit** means any Unit constructed as part of the Development which is not an Affordable Housing Unit and "Open Market Units" shall be construed accordingly
- 1.76 **Pedestrian Measures** means such works to improve conditions for pedestrians in the Royal Borough of Kensington and Chelsea which are reasonably related to the Development and which may include alterations to statutory undertakers apparatus improved footways the provision of street trees and street furniture street lighting dropped kerbs signage and pedestrian crossings
- 1.77 **Pedestrian Measures Contribution** means the sum of £133,000 to include all design administrative supervisory and other costs reasonably incurred by the Council in connection with the Pedestrian Measures
- 1.78 **Pedestrian Measures Contribution First Payment** means the sum of £83,000
- 1.79 **Pedestrian Measures Contribution Second Payment** means the sum of £50,000
- 1.80 **Pedestrian Routes** means the pedestrian routes shown on the Phasing Plan across the Royal Borough Development subject to the rules regulations Hours and controls of Circadian
- 1.81 **Phasing Plan** means the plan showing the phasing of the Completion and Occupation of the Development illustrated on the Plan so marked and annexed to this Deed and described in Schedule 4 of this Deed and "Phase" shall be construed as referring to any of the phases thereon

- 1.82 **Plan 1** means the plan so marked and annexed to this Deed
- 1.83 **Plan 2** means the plan so marked and annexed to this Deed
- 1.84 **Plan 3** means the plan so marked and annexed to this Deed
- 1.85 **Plan 4** means the plan so marked and annexed to this Deed
- 1.86 **Plan 4** means the plan so marked and annexed to this Deed
- 1.87 **Plan 5** means the plan so marked and annexed to this Deed
- 1.88 **Plan 6** means the plan so marked and annexed to this Deed
- 1.89 **Plan 7** means the plan so marked and annexed to this Deed
- 1.90 **Plan 8** means the plan so marked and annexed to this Deed
- 1.91 **Plan 9** means the plan so marked and annexed to this Deed
- 1.92 **Planning Application** means Royal Borough of Kensington and Chelsea planning application Ref No. PP/02/01324/MAJM dated 7 June 2002 for detailed Planning Permission for the Royal Borough Development and any amendments or variations thereto
- 1.93 **Planning Permission** means a planning permission granted by the Secretary of State pursuant to the Appeal for the Royal Borough Development
- 1.94 **Powers** means the 1974 Act the 1980 Act the Local Government Act 1972 and the Local Government Act 2000 and all other powers enabling
- 1.95 **Prohibited Road** means any road which is not an Approved Route as shown on the Routing Plan
- 1.96 **Proper Officer** means the Council's Executive Director of Planning and Conservation or that officer's successor in title or such other officer whose designation has been notified to Circadian in writing
- 1.97 **Publicly Accessible Open Space** means the areas of publicly accessible open space shown on the Phasing Plan within the Royal Borough Development subject to the Hours rules regulations and controls of Circadian
- 1.98 **Public Art** means works of art to include interactive community facilities lighting sculpture urban design heritage artefact or planting features which are to be located within publicly accessible areas within the vicinity of the Development
- 1.99 **Public Art Contribution** means the sum of £100,000 for the provision of Public Art
- 1.100 **Registered Social Landlord** means a body defined in Part 1 of the Housing Act 1986 and registered with the Housing Corporation
- 1.101 **Relevant Journey** means a vehicular journey to or from the Site during the excavation and construction of the Royal Borough Development





LOTS ROAD POWERSTATION AND LAND AT THAMES AVENUE DEVELOPMENT

CIRCADIAN Ltd.

SITE PLAN: RBKC  
OCTOBER 2004

SCALE 1/1000 @ A0  
LRTW-4/PA/03-004-

PLAN 1





# LOTS ROAD POWERSTATION AND LAND AT THAMES AVENUE DEVELOPMENT

CIRCADIAN Ltd.

SITE PLAN: LBHF

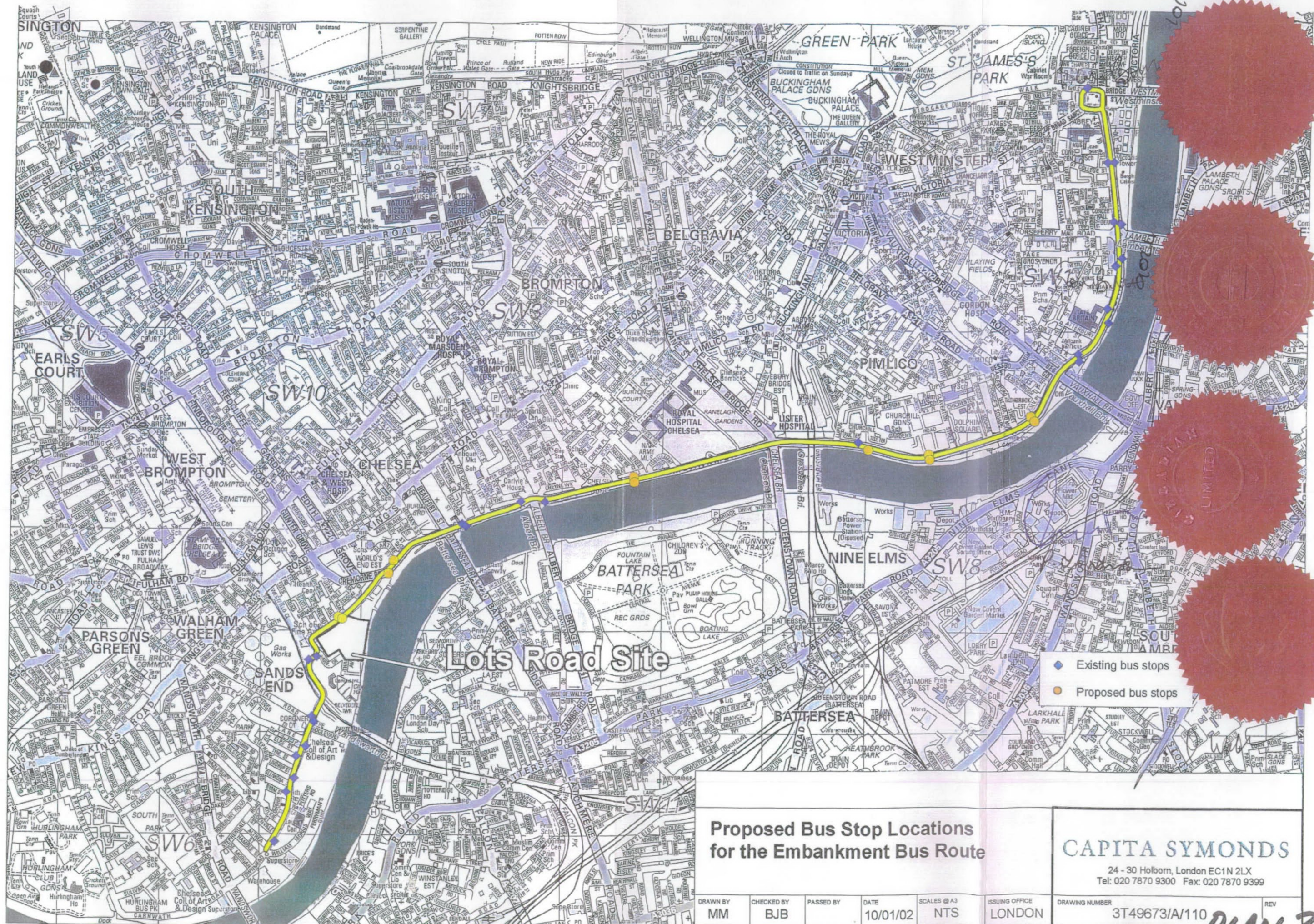
OCTOBER 2004

SCALE 1/1000 @ A0  
LRTW-4/PA/03-005-



PLAN 2





Lots Road Site

### Proposed Bus Stop Locations for the Embankment Bus Route

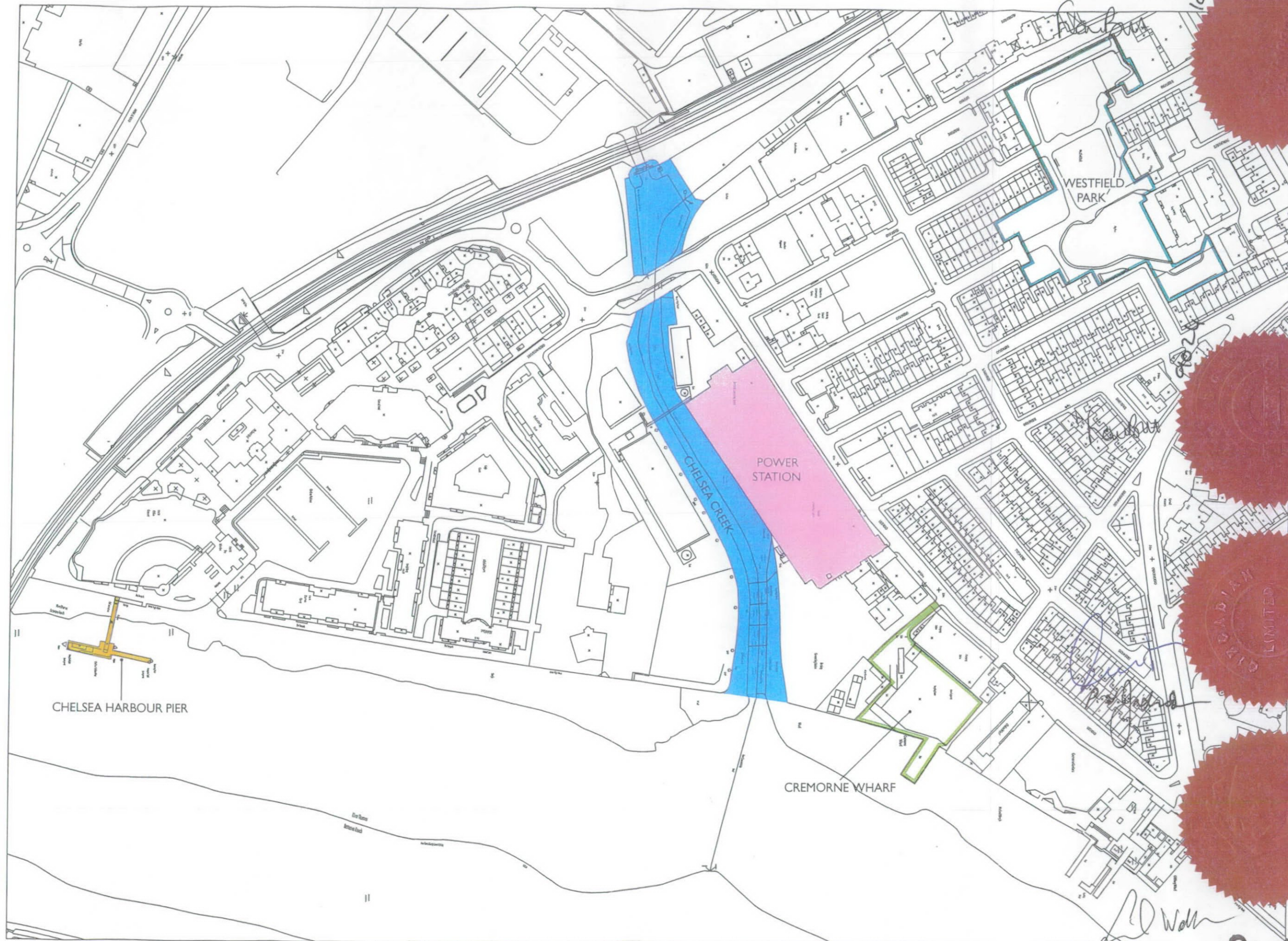
**CAPITA SYMONDS**

24 - 30 Holborn, London EC1N 2LX  
Tel: 020 7870 9300 Fax: 020 7870 9399

DRAWN BY MM	CHECKED BY BJB	PASSED BY	DATE 10/01/02	SCALE @ A3 NTS	ISSUING OFFICE LONDON	DRAWING NUMBER 3T49673/A/110	REV
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*PLAN 3*





*Handwritten signature: J.D. Wain*

*Handwritten note: 21012*

*Handwritten note: 21012*

*Handwritten signature: [illegible]*



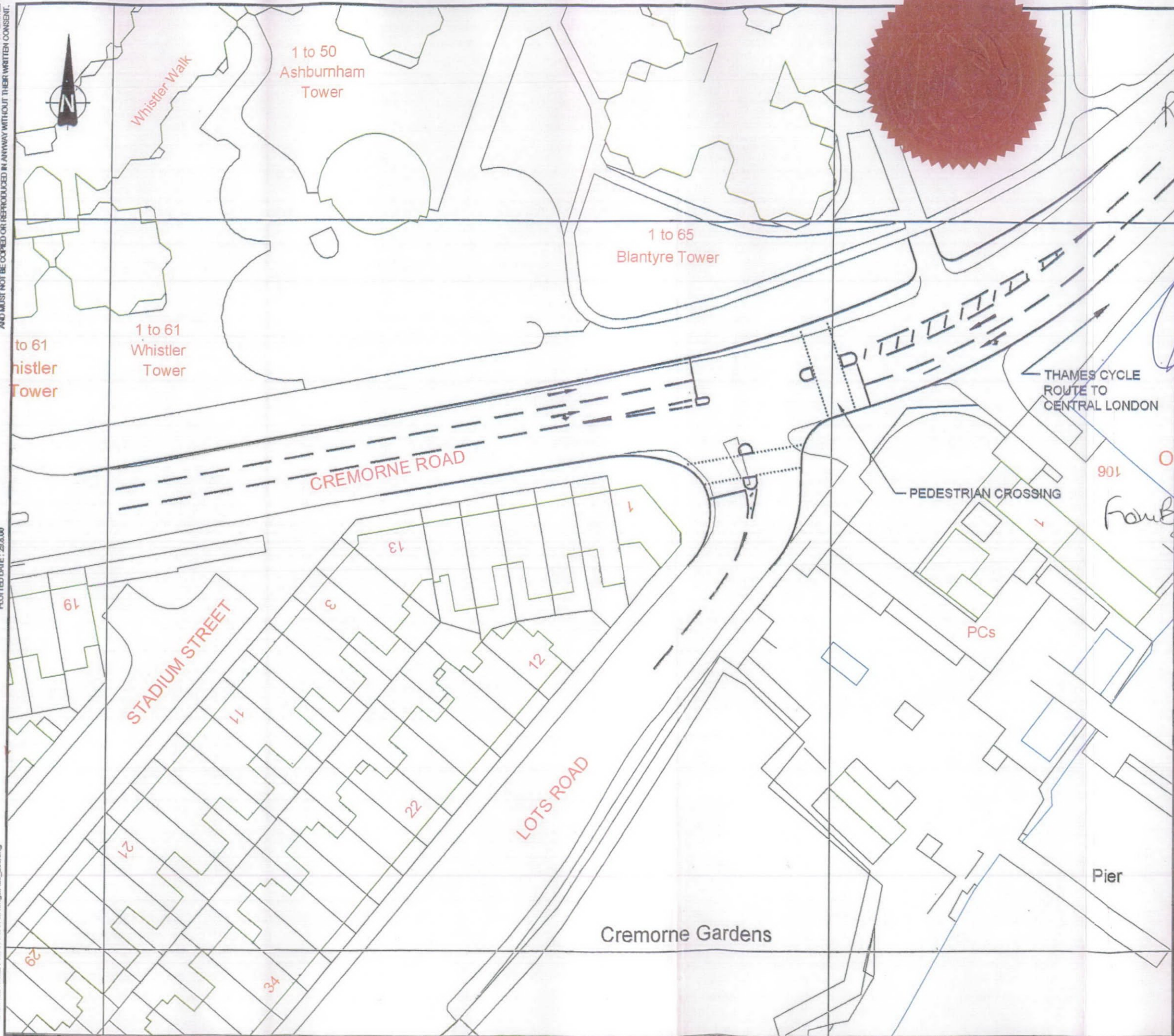




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PLOTTED DATE: 29.8.00

CAD FILE NAME: 3TA-3T49673/A/dwg/A25\_26c.dwg



NOTES:

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Modified junction improvement  
for Lots Road/  
Cremorne Road/  
Cheyne Walk junction

DRAWN BY	CHECKED BY	PASSED BY	DATE
REV			23/12/04

SCALES @ A3

1:500

**CAPITA SYMONDS**

**FIGURE 6.1**

DRAWING NUMBER

3T49673/A/26

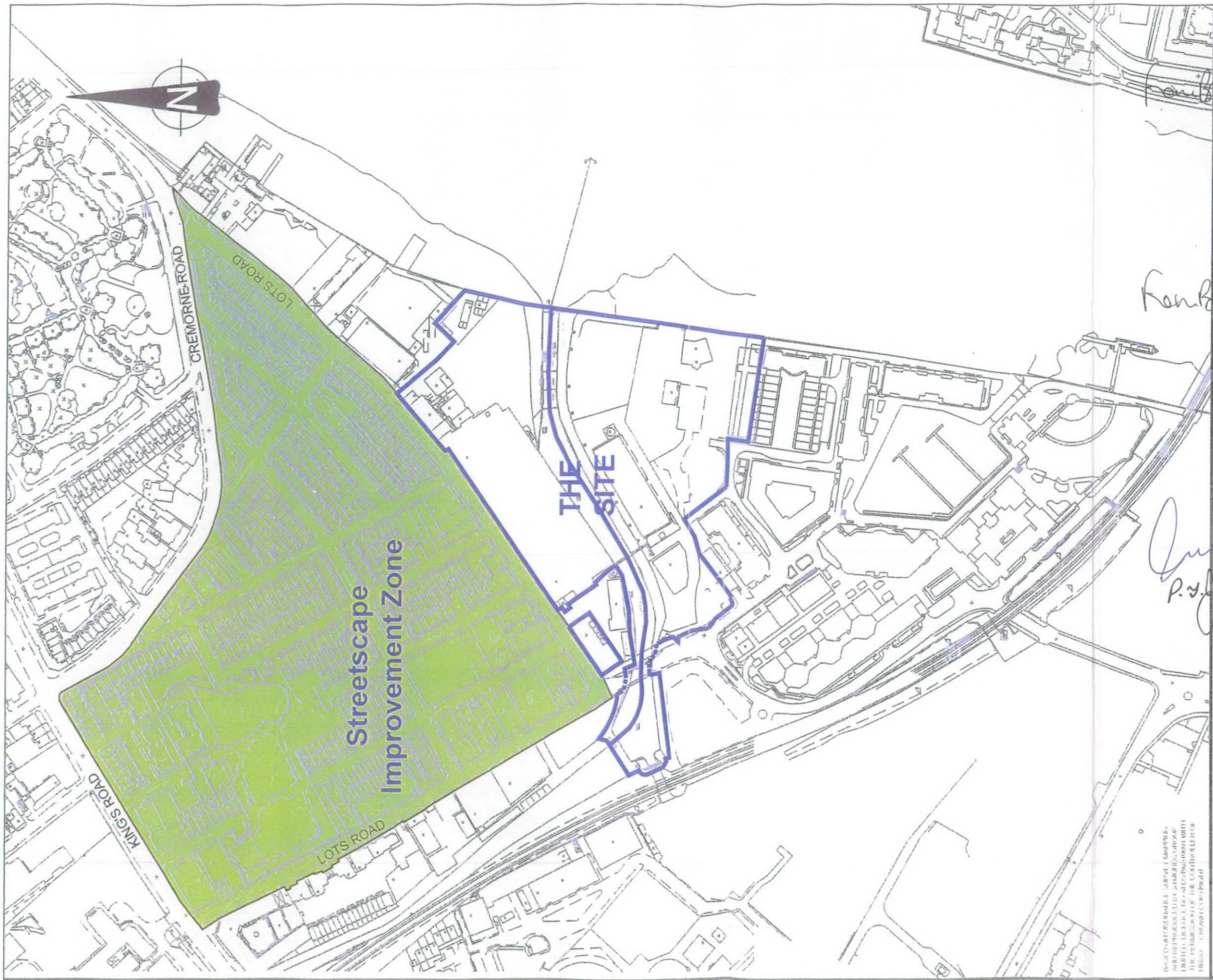
REV

G

**MAN Z**



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THESE DRAWINGS ARE THE PROPERTY OF SYMONDS GROUP LIMITED AND MUST NOT BE REPRODUCED OR COPIED IN ANYWAY WITHOUT THE WRITTEN CONSENT OF SYMONDS GROUP LIMITED.

Streetscape Improvement Zone

1012

9024

CAD

EC

X: 02

9673/A

DRAWING



1012

9024

CAD

EC

X: 02

9673/A

DRAWING

PLAN 7

CURRENT REV:

DRAWN BY  
MM

DATE  
04/04/01

SCALE

SECTION

DRAWING

EC

X: 02

9673/A

DRAWING

EC

X: 02

9673/A

DRAWING

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DRAWING

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9673/A

DRAWING

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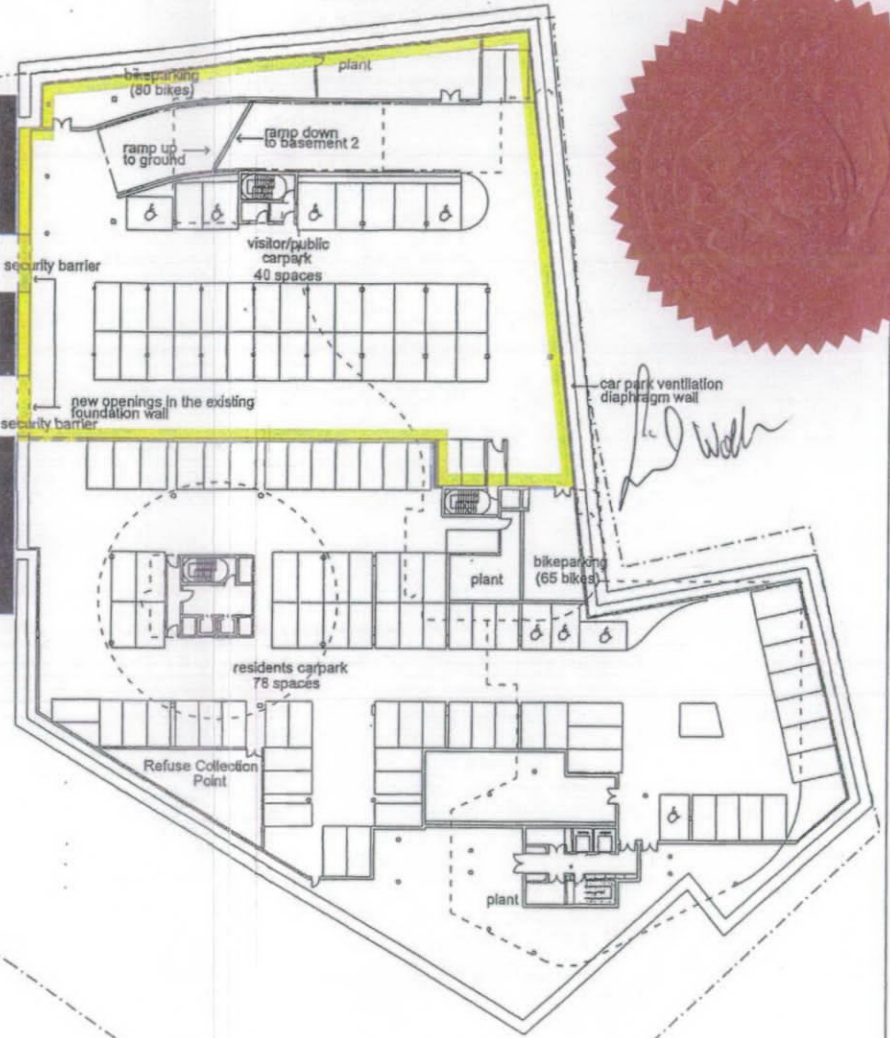
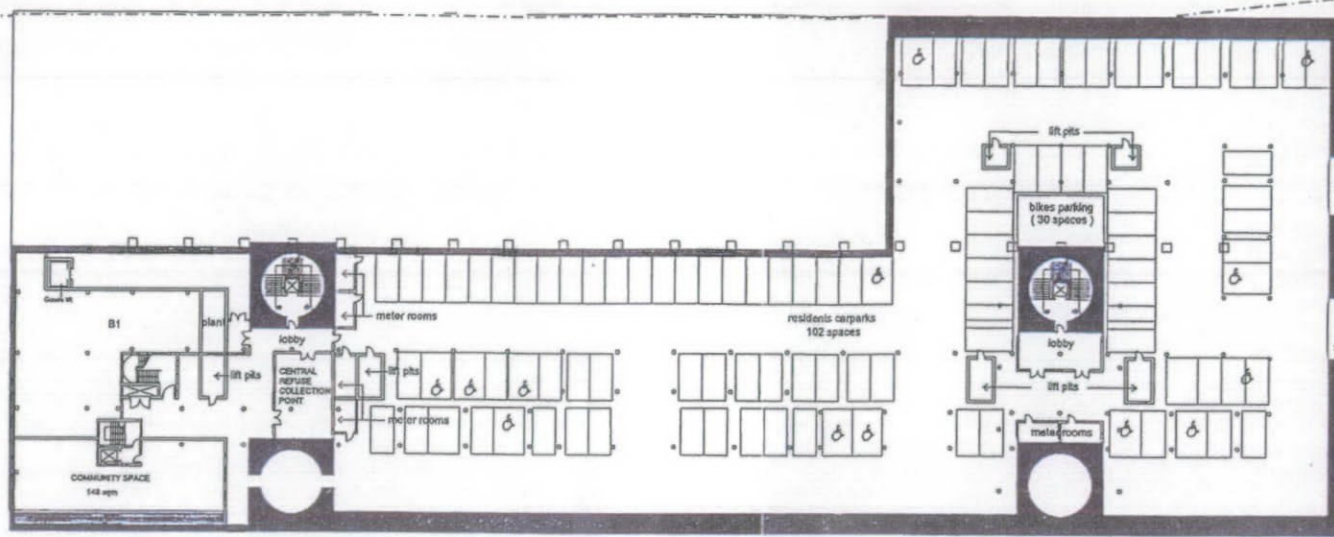
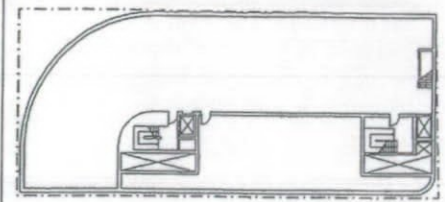




*Handwritten signature: P. J. Jones*

*2101 Low Bus*

*2202 Low Bus*



**CARPARKING**

	affordable	private	commercial	total
GRADE	-	-	-	
BASEMENT -1:	-	219 places	40 places	
BASEMENT -2:	50 places	126 places	-	
KC TOTAL:	50 places	345 places	40 places	435 places

LOTS ROAD POWERSTATION AND LAND AT THAMES AVENUE DEVELOPMENT





**SITE PLAN**

LOTS ROAD  
POWER STATION  
DEVELOPMENT

2. KENSINGTON  
CHELSEA

3008

Rouba

*[Signature]*  
P. J. Jones

Scale 1:1250

Date May 2002

North A

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**MONTAGU  
EVANS**

**CHARTERED SURVEYORS**

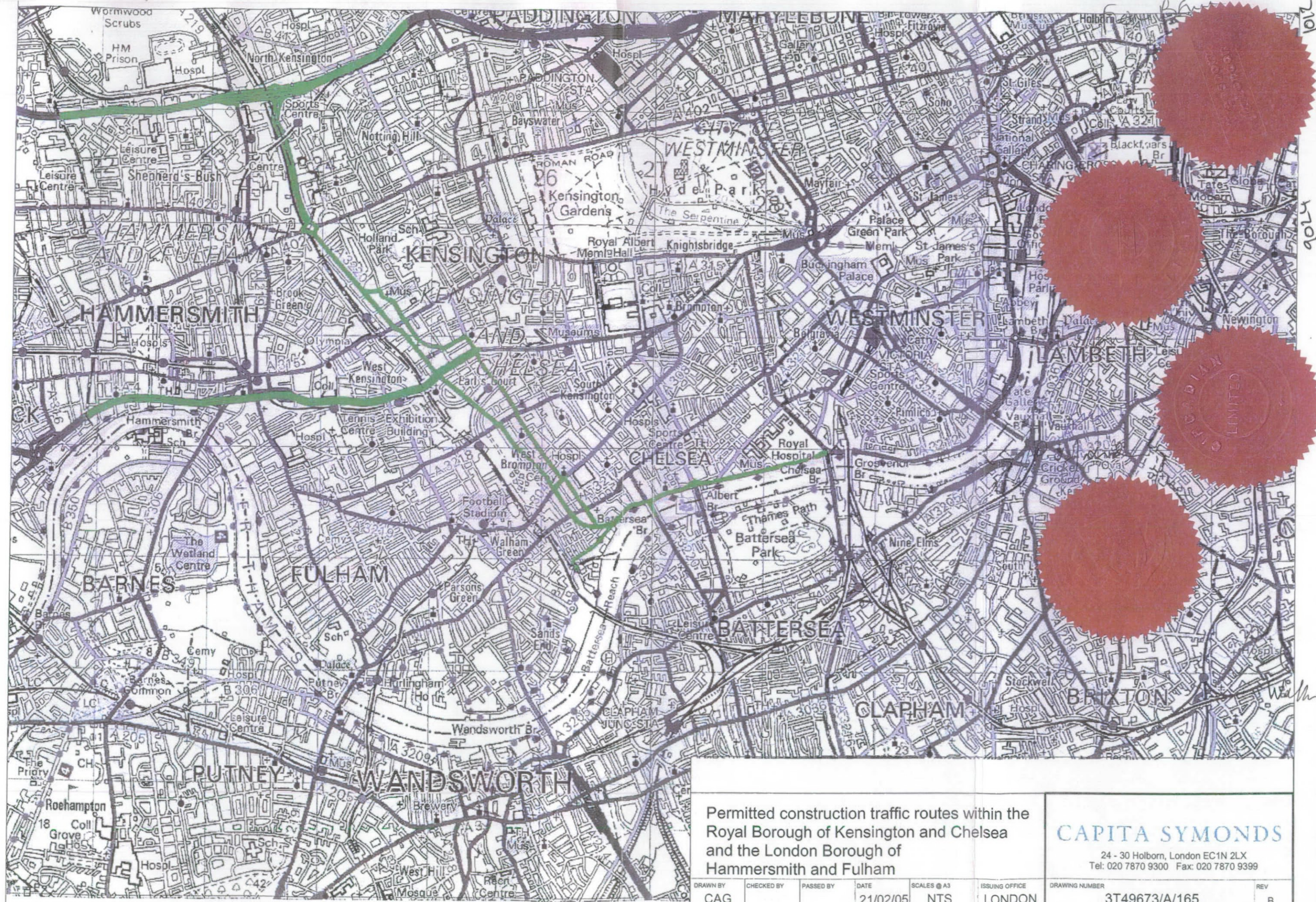
Premier House,  
44-48 Dover Street, London W1S 4AZ  
Tel : 020-7493 4002 Fax : 020-7312 7548

**PLAN 9**









Permitted construction traffic routes within the  
Royal Borough of Kensington and Chelsea  
and the London Borough of  
Hammersmith and Fulham

**CAPITA SYMONDS**

24 - 30 Holborn, London EC1N 2LX  
Tel: 020 7870 9300 Fax: 020 7870 9399

DRAWN BY CAG	CHECKED BY	PASSED BY	DATE 21/02/05	SCALE @ A3 NTS	ISSUING OFFICE LONDON	DRAWING NUMBER 3T49673/A/165	REV B
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ROUTING PLAN



- 1.102 **Rented Accommodation Unit** means an Affordable Housing Unit Occupied at a Housing Corporation target rent inclusive of any service and estate charges (and "Rented Accommodation Units" shall be construed accordingly)
- 1.103 **Riverbus Service Contribution** means the annual payment of £50,000 towards the provision and/or upgrade of public passenger riverboat services between Chelsea Harbour Pier and Embankment Pier or such other similar route as may be determined as hereinafter provided
- 1.104 **Routing Plan** means the plan so marked and annexed to this Deed
- 1.105 **Royal Borough Development** means demolition of parts of the former Power Station; provision of a total of 420 residential units by means of conversion of Power Station Building to include residential units, retail, business and community uses, doctors surgery and restaurant; the erection of a residential tower with ground floor gym; erection of two residential buildings (one to incorporate a nursery and business uses); car parking spaces; cycle parking, servicing and landscaping, and works to Chelsea Creek and Chelsea Basin, including the construction of three pedestrian bridges over the Creek
- 1.106 **Scheme Development Standards** means the Scheme Development Standards 5th Edition published April 2003 by the Housing Corporation setting out the current requirements for Affordable Housing Units
- 1.107 **School Travel Plans** means documents containing measures to promote safe and sustainable means of transport for children and parents between the Royal Borough Development and local schools within the Royal Borough of Kensington and Chelsea to be prepared implemented monitored and reviewed by the Council
- 1.108 **Secretary of State** means the First Secretary of State and Deputy Prime Minister or any successor Secretary of State exercising planning functions under the 1990 Act
- 1.109 **Service Charge** means the yearly fee paid by Occupiers of Units within the Royal Borough Development for its ongoing maintenance and upkeep
- 1.110 **Shared Equity Unit** means an Affordable Housing Unit Occupied on a Shared Ownership Basis and "Shared Equity Units" shall be construed accordingly)
- 1.111 **Shared Ownership Basis** means a form of tenure introduced to help households on the margins of home ownership to get a foot on the property ladder by enabling the Occupier to part rent and part purchase a dwelling unit from a Registered Social Landlord with an option to increase the part purchase interest staircasing ultimately to outright ownership
- 1.112 **Site** means the site referred to in the Planning Application and which for the purposes of illustration only is shown edged red on Plan 1
- 1.113 **Sports Facilities Contribution** means the sum of £1,000,000 towards funding the provision of public sports facilities in the vicinity of the Development
- 1.114 **Streetscape Improvement Zone** means the streetscape improvement zone shaded in green on Plan 7 within which the Streetscape Improvement Zone Works shall be carried out
- 1.115 **Streetscape Improvement Zone Contribution** means the sum of £400,000 for the carrying out of the Streetscape Improvement Zone Works within the Streetscape Improvement Zone
- 1.116 **Streetscape Improvement Zone Contribution First Instalment** means the sum of £100,000

- 1.117 **Streetscape Improvement Zone Contribution Second Instalment** means the sum of £300,000
- 1.118 **Streetscape Improvement Zone Works** means the improvement of the streetscape to include pavement treatment provision of new trees new lighting and improved lighting
- 1.119 **Thames Path** means the Pedestrian Route shaded in red on Plan 5 which shall be open for public access at all times
- 1.120 **Transport Web Site** means an internet web page or web site to provide Occupiers of Units and commercial Occupiers within the Development with up to date public transport information to comprise bus train and river service timetables which are current from time to time and which may comprise a link to the relevant web page or web site of TfL
- 1.121 **Travel Plan** means a document containing measures to promote safe and sustainable means of transport for Occupiers of Units and commercial Occupiers within the Development substantially in the form of that annexed to this Deed at Schedule 1
- 1.122 **Unit** means any residential dwelling within the Development
- 1.123 **Westfield Park** means the area of public open space shown outlined in blue on Plan 4
- 1.124 **Westfield Park Contribution** means the sum of £400,000 to fund improvements to Westfield Park
- 1.125 **West London Area** means the Royal Borough of Kensington and Chelsea and Hammersmith and Fulham
- 1.126 **West London Construction Planning Forum** means the organisation made up of developers construction clients local authorities and housing associations and which sets best practice guidelines for construction training in the West London Area
- 1.127 **West London Line** means the overland railway line servicing passenger railway services between Clapham Junction and Willesden Green
- 1.128 **West London Line Contribution First Payment** means £150,000 for the new station at Imperial Wharf
- 1.129 **West London Line Contribution Second Payment** means the sum of £850,000 for the new station at Imperial Wharf
- 1.130 **Workforce** means construction workers employed in the construction of the Royal Borough Development excluding supervisory and management positions or positions which Circadian considers require specialist recruitment from outside of the west London Area
- 1.131 **Working Rule Agreement** means the Working Rule Agreement of the National Joint Council for the Building Industry

## 2 INTERPRETATION

- 2.1 Words in this Deed importing persons shall include firms companies corporations and vice versa and their successors in title and assigns and successor bodies and in each case persons deriving title under them and the singular shall include the plural and vice versa



- 2.2 Obligations in this Deed entered into by any party which comprise more than one person shall be deemed to be joint and several
- 2.3 Any reference in this Deed to a statute (whether specifically named or not) shall include any modification extension amendment re-enactment or substitution of such statute for the time being in force and shall include all instruments orders notices regulations directions by-laws permissions and plans for the time being made issued or given thereunder or deriving validity therefrom
- 2.4 Any reference in this Deed to a Clause or Schedule or Recital shall mean a clause schedule or recital in this Deed or in the case of a Plan a plan annexed to this Deed
- 2.5 The titles or headings appearing in this Deed are for reference and shall not affect its construction
- 2.6 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**3 RECITALS**

- 3.1 Circadian submitted the Planning Application on 6 June 2002
- 3.2 The Planning Application was last amended by Circadian on 25 October 2004 and 10 January 2005
- 3.3 The Council refused to grant Planning Permission for the Royal Borough Development on 13 November 2003
- 3.4 The Planning Application is subject to an Appeal submitted to the Secretary of State on 28 March 2004
- 3.5 The Council is:
- (a) the local planning authority for the administrative area within which the Site is situated and is the authority entitled to enforce the obligations on the part of Circadian for the purposes of Section 106(9)(d) of the 1990 Act; and
  - (b) a local authority for the purposes of Section 111 of the Local Government Act 1972 and Section 16 of the 1974 Act;
  - (c) the local highway authority (for the purposes of the 1980 Act) in respect of non-GLA roads (as defined in the 1999 Act); and
  - (d) the local education authority
- 3.6 TfL is the strategic highway authority in respect of GLA roads (as defined in the 1999 Act) and is a strategic public transportation provider
- 3.7 Circadian has the benefit of the freehold title absolute in that part of the Site coloured green on Plan 9 which is registered at The Land Registry under title numbers BGL50477 and 82853

- 3.8 LUL has the benefit of the freehold title absolute in that part of the Site coloured pink and hatched black on Plan 9 which is registered at The Land Registry under title number 67990 for which Circadian has the benefit of an agreement for lease dated 13 August 2003
- 3.9 The Council has the benefit of freehold title absolute in that part of the land uncoloured but edged in red on Plan 9 which forms part of Chelsea Creek and which falls within the Site and is registered at The Land Registry under title number NGL430147
- 3.10 LUL has the benefit of a charge against that part of the Site coloured green on Plan 9 which is registered at The Land Registry under title numbers BGL50477 and 82853
- 3.11 This Deed is made pursuant to Section 106 of the 1990 Act and creates planning obligations for the purposes of Section 106 of the 1990 Act which shall be enforceable by the Council
- 3.12 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the 1999 Act and the Powers

#### **4 PRE-CONDITIONS**

- 4.1 The terms obligations and covenants in this Deed (save for Clauses 59.6 and 59.7 which take effect on the date hereof) are conditional upon the grant of a Planning Permission pursuant to which:
- (a) the opportunity to commence any judicial proceedings in respect of the Planning Permission has been finally exhausted; and/or
  - (b) if judicial proceedings in respect of the Planning Permission are commenced the date when such judicial proceedings have been finally exhausted and the Planning Permission finally upheld as valid; and
- 4.2 In the event that Circadian intends to undertake a Material Operation in order to Implement the Planning Permission subsequent to the fulfilment of the conditions in Clause 4.1 Circadian prior to the undertaking of a Material Operation shall serve the Implementation Notice for the Royal Borough Development whereupon the remaining terms obligations and covenants in this Deed shall become unconditional and shall take effect **PROVIDED ALWAYS** that if Circadian shall undertake a Material Operation Implementing the Planning Permission without serving the Implementation Notice for the Royal Borough Development the Implementation Notice for the Royal Borough Development shall be deemed to have been served on the date of the undertaking of the Material Operation whereupon the remaining terms obligations and covenants in this Deed shall become unconditional and shall take effect whether or not the conditions in Clause 4.1 have been fulfilled

#### **PLANNING OBLIGATIONS**

##### **Indexation**

- 5 All financial contributions and payments under the provision of this Deed shall be Index Linked

##### **Payment Notification and Reversion**

- 6 Unless otherwise stated in this Deed if after a period of 8 years from the date upon which any contribution or payment is made for the various purposes set out in this Deed (or within such further period of time and/or for such similar purposes as may be agreed between the parties

acting reasonably) all or any part of that contribution or payment remains unexpended by the Council and/or TfL and/or any party to whom the Council holds such contribution or payment upon trust the Council and/or TfL shall return the same to Circadian together with any interest accrued during the period

- 7 Circadian covenants with the Council and TfL that whenever it makes a financial payment or contribution to TfL under the provisions of this Deed it shall at the same time give written notification of such payment to the Proper Officer

#### **Single Cohesive Development**

- 8 Circadian covenants with the Council:
  - 8.1 that service or deemed service of the Implementation Notice for the Royal Borough Development shall be deemed to make unconditional the obligations within this Deed and the Hammersmith and Fulham Site Obligation and the Hammersmith and Fulham Site Unilateral Undertaking but for the avoidance of doubt no obligation to serve the Implementation Notice for the Hammersmith and Fulham Development and no deemed service shall arise
  - 8.2 in the event that Circadian shall first serve an Implementation Notice for the Hammersmith and Fulham Development upon Hammersmith and Fulham pursuant to the provisions of the Hammersmith and Fulham Site Obligation and the Hammersmith and Fulham Site Unilateral Undertaking or there is deemed service of the Implementation Notice for the Hammersmith and Fulham Development such service or deemed service shall be deemed to make unconditional the obligations in this Deed but for the avoidance of doubt no obligation to serve the Implementation Notice for the Royal Borough Development and no deemed service shall arise

#### **Public Access**

- 9 Circadian covenants with the Council:
  - 9.1 to carry out the construction of the Development so that Completions and Occupations shall be in accordance with the Phasing Plan or such reasonable variation thereto that might from time to time reasonably be agreed in writing with the Council in respect of the Royal Borough Site and/or Hammersmith and Fulham in respect of the Hammersmith and Fulham Site
  - 9.2 to take all necessary steps diligently to lay out construct and Complete the Pedestrian Routes and Publicly Accessible Open Space within each Phase of the Royal Borough Development in a proper and workmanlike manner in accordance with the Planning Application drawings 589-03e and 589-04d
  - 9.3 to construct the Pedestrian Routes in each Phase of the Royal Borough Development in such manner (including as to levels and alignment) that they immediately adjoin and connect with those within any adjoining Phase within the Royal Borough Development
  - 9.4 unless otherwise agreed by the Council not to erect any wall fence barrier (including for the avoidance of doubt any trees or hedges or any other form of planting) or any object or structure (excluding any Public Art) or to take any other steps which would prevent or restrict or have the effect of preventing or restricting access on foot over the Pedestrian Routes in any Phase of the Royal Borough Development **SAVE THAT** Circadian shall be able to erect gates to the Pedestrian Route through Building KC3 so as to enforce the Hours in respect of that Building

- 9.5 that upon Completion of the Pedestrian Routes in any Phase of the Royal Borough Development it shall erect suitable signage indicating the availability of public access along any such Pedestrian Routes and such signage details shall be submitted to the Council for approval prior to Completion of each Phase of the Royal Borough Development
- 9.6 to notify the Council in writing 14 days prior to the Completion of the Pedestrian Routes and the Publicly Accessible Open Space in each Phase of the Royal Borough Development
- 9.7 not to Occupy any Units in any Building in any Phase of the Royal Borough Development until it shall have Completed the Pedestrian Routes and Publicly Accessible Open Space that serve that Building and such Pedestrian Routes and Publicly Accessible Open Space are open for use by the public subject to the management rules and regulations Hours and controls set by Circadian for the Royal Borough Development pursuant to Clause 9.11 of this Deed **PROVIDED THAT** in the case of Pedestrian Routes serving any Building they shall enable access from that Building to the public highway
- 9.8 it shall maintain repair and cleanse the Pedestrian Routes within the Royal Borough Development
- 9.9 that as from the date of Completion of the Pedestrian Routes (excluding the Thames Path) and the Publicly Accessible Open Space in accordance with the provisions of this Clause 9 the public shall be permitted to have access and to pass and re-pass on foot over the Pedestrian Routes (excluding the Thames Path) and the Publicly Accessible Open Space free of charge subject to the management rules and regulations Hours and controls set by Circadian pursuant to Clause 9.11 of this Deed
- 9.10 Circadian shall be entitled to close the Pedestrian Routes and/or Publicly Accessible Open Space within the Royal Borough Development or (as the case may be) such relevant part or parts thereof without the prior approval of the Council where as a result of an emergency such closure is necessary in the interests of public safety **PROVIDED THAT** Circadian shall as soon as reasonably practicable after such closure and in any event within forty-eight (48) hours thereof notify the Council in writing of such closure and the details thereof (including full reasons for the closure and if the closure needs to continue its anticipated duration) and if the Council accepts that the closure needs to continue it shall serve written notice upon Circadian of the terms of such continued closure (including the duration thereof) and Circadian shall thereupon comply with the terms of such approval **PROVIDED FURTHER THAT** Circadian shall use reasonable endeavours where reasonably practicable to provide an alternative Pedestrian Route to the reasonable satisfaction of the Council during any period of closure pursuant to this Clause
- 9.11 Circadian shall be permitted to make reasonable rules and regulations and uphold the Hours with regard to the access to and conduct of persons using the Pedestrian Routes and Publicly Accessible Open Space within the Royal Borough Development **PROVIDED THAT** the Thames Path shall be excluded from the Hours pursuant to Clause 11 of this Deed
- 9.12 Circadian covenants with the Council that upon receipt of a notice in writing from the Council that the Council or (as applicable) the owner of Cremorne Wharf intends to connect the river frontage of Cremorne Wharf to the Thames Path within the Site at grade to grant the Council or (as applicable) the owner of Cremorne Wharf any necessary rights required to make such connection subject to any such connection works of the Council or the owner from time to time of Cremorne Wharf causing as little damage as possible to the connection to the Thames Path and the Council or the owner of Cremorne Wharf making good any damage in a good and workmanlike manner and at their own cost and for the avoidance of doubt nothing in this

clause 9.12 shall permit the owner of Cremorne Wharf undertaking works as to levels or grade upon the Site

- 9.13 to notify the Proper Officer of the Completion of the Thames Path
- 9.14 Circadian shall be permitted with the prior approval of the Council to close temporarily the Thames Path or any part thereof where the Council is satisfied that such temporary closure is necessary in the interests of public safety or is required for the purposes of essential maintenance repair cleaning renewal or resurfacing or for the purposes of the development or re-development of the Site or any adjoining land or for any other reasonable and proper purposes **PROVIDED THAT** such closure shall be in accordance with the Council's approval and Circadian hereby covenant that they shall use reasonable endeavours to provide where reasonably practicable an alternative public access route to the satisfaction of the Council during any such period of temporary closure
- 9.15 to maintain at its own expense the Thames Path River Wall and/or associated lighting and shall reinstate and make good any defect or damage which shall arise until such time (if at all) as the Thames Path may be adopted by the Council
- 10 The Council and Circadian **HEREBY AGREE** that upon the date of the Completion of the Pedestrian Routes and Publicly Accessible Open Space for Phase B as shown on the Phasing Plan the public shall have the right to pass and re-pass over the Thames Path on foot and by bicycle and wheelchair uninterrupted at all times **SAVE THAT** until such time as the Thames Path shall continue to the north of the Site through point Z on Plan 5 to Cremorne Wharf Circadian shall as an interim measure allow from the date of the Completion aforesaid unrestricted public access on foot bicycle and wheelchair as an interim Thames Path route between points X and Y on Plan 5 having a continuous unrestricted width of not less than two metres which it shall lay out construct and Complete before the date of the Completion aforesaid **PROVIDED THAT** once the Thames Path is opened up at point Z on Plan 5 and continues through Cremorne Wharf it is agreed between the Council and Circadian that the interim route between points X and Y on Plan 5 shall become a Pedestrian Route and the provisions of Clauses 9.8 9.9 9.10 9.11 and 11 shall apply to that Pedestrian Route
- 11 The Council and Circadian **HEREBY FURTHER AGREE** that Circadian shall be entitled to close the Pedestrian Routes (which for the avoidance of doubt shall exclude the Thames Path) on Christmas Day each year (or such other day as the Council may agree) so as to preclude the Pedestrian Routes becoming public highways **PROVIDED THAT** in relation to the Thames Path it is **HEREBY AGREED** Circadian shall be permitted to erect signage so as to preclude the Thames Path becoming public highway

#### **Bus Stops**

- 12 Circadian covenants with the Council and as a separate covenant with TfL:
- 12.1 to pay to TfL the Bus Stops Contribution First Payment within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
- 12.2 to pay to TfL the Bus Stops Contribution Second Payment upon Occupation of more than 50% of the Units within the Royal Borough Development
- 13 TfL covenants with the Council and as a separate covenant with Circadian:
- 13.1 that it shall expend the Bus Stops Contribution for the purpose of the provision of the Bus Stops **SAVE THAT** in relation to the provision of Bus Stops on non-GLA roads TfL shall make

available to the Council or other relevant highway authority the relevant funds from the Bus Stops Contribution to enable as approved by TfL the provision of Bus Stops on those non-GLA roads

#### **Bus Priority Measures**

- 14 Circadian covenants with the Council and as a separate covenant with TfL:
  - 14.1 to pay to TfL the Bus Priority Measures Sum within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
- 15 TfL covenants with the Council and as a separate covenant with Circadian:
  - 15.1 that it shall expend the Bus Priority Measures Sum for the purpose of the provision of the Bus Priority Measures **SAVE THAT** in relation to Bus Priority Measures on non-GLA roads TfL shall make available to the Council the relevant funds from the Bus Priority Measures Sum to enable as approved by TfL the carrying out of Bus Priority Measures on those non-GLA roads

#### **Car Parking**

- 16 Circadian covenants with the Council:
  - 16.1 not to Occupy more than 50% of the Open Market Units within the Royal Borough Development until it has paid to the Council the Car Parking Contribution which the Council shall only utilise to fund the provision of additional off street parking within the vicinity of the Development
  - 16.2 as soon as reasonably practicable following the loss of on street parking bays lost as a result of the implementation of the Bus Priority Measures it shall set aside the Car Parking Spaces within the Development to be operated in accordance with a management regime to be submitted and approved by the Council in writing and the charge for the use of the Car Parking Spaces (in relation to which Circadian shall keep the income) shall be at a rate no less than from time to time charged for Council controlled metered public car parking in the vicinity of Lots Road but if such metered car parking shall cease the charging regime for the Car Parking Spaces shall be at a rate to be agreed with the Council at a level not more than shall be in force for off street public car parking elsewhere within the Royal Borough **PROVIDED THAT** Circadian shall at any time be at liberty to relocate all or any of the Car Parking Spaces with the prior written approval of the Council

#### **Chelsea Harbour Pier**

- 17 Circadian covenants with the Council:
  - 17.1 to pay the Chelsea Harbour Pier Contribution to the Council within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development
  - 17.2 to use best endeavours (which for the avoidance of doubt shall exclude any payments to any person) to obtain all necessary consents to enable the Chelsea Harbour Pier Access Measures to be carried out
- 18 The Council covenants with Circadian:
  - 18.1 only to spend the Chelsea Harbour Pier Contribution for the purpose of the Chelsea Harbour Pier Access Measures **PROVIDED THAT** the Chelsea Harbour Pier Contribution may be used for other river transport measures of benefit to Occupiers of the Development if the

Chelsea Harbour Pier Access Measures are not carried out within a period of 8 years from the date of the service of the Implementation Notice for the Royal Borough Development

#### **Riverbus Service**

**19** Circadian covenants with the Council:

- 19.1 to pay the Riverbus Service Contribution to the Council annually for a period of 5 years the first payment of which shall be made no later than the first Occupation of the first Unit within the Royal Borough Development and subsequent payments to be made annually on the anniversary of the first payment aforesaid
- 19.2 The Council covenants with Circadian
- 19.3 to expend each payment of the Riverbus Service Contribution only for the purpose of public passenger riverbus services between Chelsea Harbour Pier and Embankment Pier or such other similar route to be determined in consultation between Circadian the Council and the riverbus operator which is of benefit to residents within the Development

#### **Construction**

**20** Circadian covenants with the Council:

- 20.1 to submit to the Council for its approval in writing within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development an indicative programme for the construction of the Development
- 20.2 to ensure that any construction work in relation to the Royal Borough Development shall not exceed the following noise limits:
  - (a) 75 dB LAeq, 1 hour between 0800 to 1800 Monday to Friday;
  - (b) 75 dB LAeq, 1 hour between 0800 to 1300 Saturday;
  - (c) 55 dB LAeq, 1 hour at any other time **SAVE THAT** no construction work at all shall take place on public or bank holidays

as measured freefield at or adjacent to potential sensitive locations the details of which shall be submitted to the Council for its approval in writing and approved before the Implementation Date

- 20.3 to ensure that residents living in the vicinity of the Royal Borough Development shall be updated on a regular basis in relation to the progress of the indicative construction programme by means of regular liaison with local residents groups
- 20.4 within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development to submit to the Council for its approval in writing a method statement for responding to complaints made by residents in the vicinity of the Royal Borough Development and which method statement will include a requirement for Circadian to liaise regularly with local residents groups and a requirement to record in written form all complaints received relating to construction and to comply with the approved method statement
- 20.5 that it shall use all reasonable endeavours so as not at any time to cause or permit any Heavy Commercial Vehicle operated by it on a Relevant Journey to pass along any part of a Prohibited Road except to the extent necessary to enable the driver of the Heavy Commercial

Vehicle to comply with any direction given to him by a police officer traffic warden or any traffic sign for the time being in place

- 20.6 that it shall use all reasonable endeavours to procure that where a person other than Circadian operates a Heavy Commercial Vehicle on a Relevant Journey that person observes the requirements of Clause 20.5 above as if that person were Circadian and to secure the same through contractual arrangements with that person and make known to all contractors the Approved Routes
- 20.7 that it shall not allow any Heavy Commercial Vehicle on a Relevant Journey either operated by Circadian or operated by another person to wait on the public highway for the loading or unloading of materials except with the express written consent of the Council and/or TFL
- 20.8 within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development to submit to the Council for its approval in writing a travel plan for the transportation of construction workers which shall include measures to encourage construction workers to travel to and from the Site using public transportation and to discourage the use of private cars and to comply with the approved travel plan
- 20.9 to use all reasonable endeavours to procure the use of river transportation for such proportion of materials and construction traffic to accord with details as shall be approved in writing by the Council prior to the date of the service of the Implementation Notice for the Royal Borough Development

#### **Cycling**

- 21 Circadian covenants with the Council:
  - 21.1 to pay to the Council:
    - (a) the Cycle Contribution First Payment within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development;
    - (b) the Cycle Contribution Second Payment upon the Commencement of the Construction of more than 200 Units within the Royal Borough Development
- 22 The Council covenants with Circadian:
  - 22.1 to use its reasonable endeavours to obtain and then to notify Circadian when all necessary traffic orders and other consents have been obtained for the Cycle Improvements
  - 22.2 that upon receipt of the Cycle Contribution or if appropriate subsequent to obtaining any necessary consents pursuant to clause 22.1 the Council shall expend the same upon the construction and the maintenance of the Cycle Improvements

#### **Cycle Safety and Proficiency Training**

- 23 Circadian covenants with the Council:
  - 23.1 that within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development it shall pay to the Council the sum of £5000 for the provision of cycle safety and proficiency training for people living within the vicinity of the Development

#### **Travel Plan**



- 24 Circadian covenants with the Council:
- 24.1 that within 28 days of the date of service of the Implementation Notice for the Royal Borough Development it shall submit a Travel Plan substantially in the form of that set out at Schedule 2 of this Deed to the Proper Officer for the approval of the Council such approval to include the date by which the Travel Plan is to be implemented by Circadian
- 24.2 to implement the approved Travel Plan by the date set out in the written approval and Circadian shall notify the Council in writing of the date of implementation of the approved Travel Plan forthwith upon that date occurring
- 24.3 to produce a handbook to be given to all Occupiers of the Development which will contain details of the approved Travel Plan which handbook where necessary will be updated annually after the review and assessment referred to at Clause 24.4
- 24.4 It is **HEREBY AGREED** between the Council and Circadian that they will review and assess how effective implementation of the Travel Plan has been such review and assessment to take place at yearly intervals beginning on the first anniversary of the date that the Travel Plan is implemented pursuant to Clause 24.2 and Circadian will carry out any steps reasonably required by the Council to improve the effectiveness of the Travel Plan following any such review within a timescale to be agreed between Circadian and the Council and such steps so required to be carried out shall be deemed to form part of the approved Travel Plan **PROVIDED THAT** the scope of the Travel Plan steps shall be consistent with the terms of this Deed that If at any time Circadian materially fails to comply with the approved Travel Plan the Council may serve written notice upon Circadian specifying the material non-compliance and the proposed remedial steps and Circadian shall use all reasonable endeavours to carry out the remedial steps contained in the said notice within the time period specified in the said notice
- 24.5 Not to Occupy any Units within the Royal Borough Development until it has provided the On Site Transport Manager's Office in the ground floor Unit KC3.0-8 within Building KC3 as shown on Planning Application Drawing No LRTW-4/PA/05-004-G or within such suitable part of Unit KC3.0-8 or within such other suitable ground floor unit or part of such other suitable ground floor unit provided elsewhere within the Royal Borough Development as may be agreed in writing with the Council **PROVIDED THAT** until such time as Unit KC3.0-8 or part thereof or another suitable ground floor unit or part thereof is identified and agreed in writing with the Council for the provision of the On Site Transport Manager's Office and thereafter provided Circadian may elect to provide a temporary On Site Transport Manager's Office in a ground floor unit in the Royal Borough Development at a location and for a temporary period of time to be agreed in writing with the Council such that the restriction upon Occupation of Units in this Clause 24.5 shall cease to apply from the date upon which such temporary On Site Transport Manager's Office is provided **SAVE THAT** upon Completion of Unit KC3.0-8 or other agreed ground floor unit that will house the On Site Transport Manager's Office the temporary use shall cease and the On Site Transport Manager's Office shall be transferred to KC3.0-8 or other agreed ground floor unit as soon as possible after Completion.
- 24.6 Not to Occupy any Units within the Royal Borough Development until it has provided a designated off street waiting area easily accessible from the On Site Transport Manager's Office for group transport vehicles details of which shall be submitted to the Council for its approval in writing and for the avoidance of doubt the off street waiting area may be provided by way of a dual use of the taxi rank/drop off point shown on Planning Application Drawing No. LRTW-4/PA/05-004-G

- 24.7 Not to Occupy any Units within the Royal Borough Development until the On Site Transport Manager has been appointed and until the identity and contact details of the On Site Transport Manager have been communicated to the Council in writing and the Transport Web Site has been set up and is fully operational
- 24.8 In the event that it is agreed between Circadian and the Council that the On Site Transport Manager's Office should be provided within only part of Unit KC3.0-8 then if it is agreed that any part of the said unit not used for that purpose can be used for Class A1 or A2 use pursuant to the Town and Country Planning (Use Classes) Order 1987
- 25 The Council covenants with Circadian:
  - 25.1 that within 28 days of the submission by Circadian of the Travel Plan that the Proper Officer shall either approve the Travel Plan or suggest reasonable amendments thereto save that if at the end of the 28 day period the Proper Officer has not approved or commented upon the Travel Plan such failure to comment shall be taken as approval of its terms and obligations

#### **Car Club and Cycles**

- 26 Circadian covenants with the Council:
  - 26.1 that within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development to pay to the Council the Car Club and Cycle Pool Contribution First Payment for the setting up and subsequent management of the Car Club and Cycle Pool within the Development
  - 26.2 upon the Commencement of the Construction of the 201st Unit in the Royal Borough Development to pay to the Council the Car Club and Cycle Pool Contribution Second Payment for the management of the Car Club and Cycle Pool within the Development
  - 26.3 upon the purchase of the cycles for the Cycle Pool to provide for secure and adequate on site storage of the cycles together with their regular maintenance so that they remain roadworthy at all times to the satisfaction of the Council
- 27 The Council covenants with Circadian that it will only utilise the Car Club and Cycle Pool Contribution for the setting up and subsequent management of the Car Club and Cycle Pool

#### **School Travel Plans**

- 28 Circadian covenants with the Council:
  - 28.1 to provide a contribution of £60,000 to the Council towards the implementation and monitoring of the School Travel Plans
  - 28.2 to pay to the Council the contribution in Clause 28.1 in two instalments:
    - (a) £30,000 within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development; and
    - (b) £30,000 upon the Commencement of the Construction of the 201st Unit within the Royal Borough Development

29 The Council covenants with Circadian:

29.1 that it shall only expend the contribution in Clause 28 for the purpose of the preparation implementation monitoring and review of the School Travel Plans

#### **Embankment Bus Service**

30 Circadian covenants with the Council and as a separate covenant with TfL that unless the Embankment Bus Service Contribution shall have first been paid to TfL under the Hammersmith and Fulham Site Obligation:

30.1 to pay to TfL the Embankment Bus Service Contribution upon the earlier of:

- (a) Occupation of more than 50% of the Units within the Royal Borough Development;
- (b) within six months of Completion of Phase 3 within the Hammersmith and Fulham Site as shown on the Phasing Plan

31 TfL covenants with Circadian and as a separate covenant with the Council:

31.1 only to expend the Embankment Bus Service Contribution for:

- (a) the purpose of the provision of the Embankment Bus Service; or
- (b) such alternative bus route the provision of which TfL shall determine at its sole discretion; or
- (c) other relevant public transport improvements promulgated by TfL in consultation with the Council Hammersmith and Fulham and Circadian

which are in the case of options (b) and (c) related to and have a similar mitigation effect upon the transportation impact of the Development as option (a)

#### **Lots Road/Cremorne Road Junction**

32 Circadian covenants with TfL and as a separate covenant with the Council:

32.1 to pay to TfL the Lots Road/Cremorne Road Junction Contribution within 7 days of the date of the service of the Implementation Notice for the Hammersmith and Fulham Development

33 TfL covenants with the Council and as a separate covenant with Circadian:

33.1 that upon receipt of the Lots Road/Cremorne Road Junction Contribution to implement works for the upgrade and improvement of the Lots Road/Cremorne Road Junction as shown on Plan 6

#### **Streetscape Improvement Zone**

34 Circadian covenants with the Council:

34.1 that within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development it shall pay to the Council the Streetscape Improvement Zone Contribution First Instalment

- 34.2 that within 18 months of the date of the service of the Implementation Notice for the Royal Borough Development it shall pay to the Council the Streetscape Improvement Zone Contribution Second Instalment

35 The Council covenants with Circadian:

- 35.1 that upon receipt of the Streetscape Improvement Zone Contribution First Instalment and the Streetscape Improvement Zone Contribution Second Instalment it shall only expend the same for the purpose of the Streetscape Improvement Works within the Streetscape Improvement Zone

**Pedestrian Measures**

36 Circadian covenants with the Council:

- 36.1 to pay to the Council the Pedestrian Measures Contribution First Payment within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development

- 36.2 to pay to the Council the Pedestrian Measures Contribution Second Payment upon the date of the Commencement of the Construction of the 201st Unit within the Royal Borough Development

37 The Council covenants with Circadian:

- 37.1 that upon receipt of the Pedestrian Measures Contribution First Payment and/or Pedestrian Measures Contribution Second Payment it shall only expend the same for the purpose of the implementation and the maintenance of the Pedestrian Measures

**Community Facility**

38 Circadian covenants with the Council:

- 38.1 to provide the Community Facility in substantial accordance with a specification to be submitted to and agreed in writing by the Council by the Completion of the ground floor and basement levels of Building KC3

- 38.2 that within three months of the date of the service of the Implementation Notice for the Royal Borough Development it shall commence negotiations with the Ashburnham Community Association to agree a lease for a term of not less than 10 years on reasonable commercial terms for the Community Facility (with the rent service and estate management charges set at an appropriate and reasonable level for the Community Facility approved by the Council in writing)

- 38.3 if after a period of twelve months from the date of the service of the Implementation Notice for the Royal Borough Development a lease on reasonable commercial terms for the community use remains uncompleted with the Ashburnham Community Association then Circadian shall use its reasonable endeavours for a period of twelve months from the end of the twelve month period aforesaid to agree a lease for a term of not less than 10 years on reasonable commercial terms for the Community Facility (with the rent service and estate management charges set at an appropriate and reasonable level for the Community Facility) approved by the Council in writing with another community group nominated by the Council

- 38.4 if after a period of two years from the date of the service of the Implementation Notice for the Royal Borough Development no lease for the Community Facility has been entered into on reasonable commercial terms for the Community Facility with either Ashburnham Community

Association or an alternative community group then Circadian shall discuss with the Council an alternative use for the Community Facility to be agreed in writing by the Council and Circadian shall thereafter for a further period of twelve months from the end of the two year period aforesaid use all reasonable endeavours to obtain all necessary consents for such alternative use agreed with the Council and to enter into a lease for the Community Facility with a suitable occupier on reasonable commercial terms for such alternative use (with the rent service and estate management charges set at an appropriate and reasonable level for the alternative use approved by the Council in writing)

- 38.5 if after the further period of twelve months referred to in Clause 38.4 Circadian shall not have obtained all necessary consents or been able to enter into a lease with a suitable occupier on reasonable commercial terms for the alternative use of the Community Facility as agreed with the Council it shall be released from the effect of this Clause 38
- 38.6 in the event that a suitable lease on reasonable commercial terms for the Community Facility is either agreed with the Ashburnham Community Association in Clause 38.2 or another community group pursuant to Clause 38.3 or for another non-profit making Class D1 user pursuant to Clause 38.4 then Circadian shall at the election of the Ashburnham Community Association or other community group or Class D1 non-profit making user as the case may be either fit out the Community Facility for use by the respective community group or non-profit making Class D1 user for a cost of up to £100,000 to a specification to be agreed between Circadian and the community group or Class D1 non-profit making user as the case may be or pay on exchange of contracts for the grant of a lease for the Community Facility the sum of £100,000 to the Council for use by either the Ashburnham Community Association or the alternative community group or Class D1 non-profit making user as the case may be as a contribution towards the fitting out of the Community Facility

#### **Sports Facilities**

**39** Circadian covenants with the Council:

- 39.1 to pay to the Council the Sports Facilities Contribution prior to the Occupation of more than 50% of the Open Market Units within the Royal Borough Development

**40** The Council covenants with Circadian:

- 40.1 that it shall only expend the Sports Facilities Contribution for the purposes of the improvement and/or maintenance of sports facilities within the vicinity of the Royal Borough Development which may include refurbishment of the Chelsea Sports Centre and/or the construction of new sports facilities within the vicinity of the Royal Borough Development which may include the cost of equipping a new sports hall within the new secondary school proposed in Lots Road
- 40.2 to ensure that the sports facilities upon which the Sports Facilities Contribution is expended are available for use of the general public at all reasonable times or if expended upon sports facilities within educational facilities at all reasonable times outside of the curriculum hours of the relevant educational institution

#### **GP Surgery**

**41** Circadian covenants with the Council:

- 41.1 to provide the GP Surgery by the date of the Completion of the ground floor levels of Building KC3

- 41.2 to notify the Council and the Kensington and Chelsea Primary Care Trust no later than 6 months prior to the anticipated Completion of the GP Surgery
- 41.3 to offer the GP Surgery to the Kensington and Chelsea Primary Care Trust for a period of 6 months from the Completion of the GP Surgery for the grant of a lease for a term of not less than 10 years to the Kensington and Chelsea Primary Care Trust or a GP practice (serving NHS patients) on reasonable commercial terms for such GP Surgery use
- 41.4 that if at the end of a period of six months from the Completion of the GP Surgery a lease for a term of not less than 10 years on reasonable commercial terms for such GP Surgery use has not been completed for the GP Surgery Circadian shall use its reasonable endeavours for a further period of twelve months from the end of the six month period referred to in this Clause 41.4 to agree a lease for a term of not less than 10 years on reasonable commercial terms for the GP Surgery use for another Class D1(a) user as defined in the Town and Country Planning (Use Classes) Order 1987 on reasonable commercial terms for such Class D1(a) user
- 41.5 in the event that a lease of the GP Surgery is not entered into with the Kensington and Chelsea Primary Care Trust or a GP practice or any alternative Class D1(a) user as aforesaid pursuant to Clauses 41.3 and 41.4 it shall be released from the terms of this Clause 41
- 41.6 to keep the Council apprised of negotiations in respect of all relevant legal agreements with potential occupiers of the GP Surgery
- 41.7 to notify the Council of the Completion of the GP Surgery
- 41.8 The Council and Circadian **HEREBY AGREE** that responsibility for rent service and estate management charges for the GP Surgery shall be the responsibility at all times of the Kensington and Chelsea Primary Care Trust or the GP Practice or any alternative Class D1(a) user identified pursuant to this Clause 41

#### **Education**

- 42 Circadian covenants with the Council:
  - 42.1 to pay to the Council the Education Contribution on or before the Occupation of more than 25% of the Open Market Units within the Royal Borough Development
- 43 The Council covenants with Circadian:
  - 43.1 that it shall only expend the Education Contribution for the purpose of the provision of and/or enhancement of educational facilities within the vicinity of the Royal Borough Development

#### **Westfield Park**

- 44 Circadian covenants with the Council:
  - 44.1 that on or before the Occupation of more than 50% of the Open Market Units within the Royal Borough Development to pay to the Council the Westfield Park Contribution
- 45 The Council covenants with Circadian:
  - 45.1 that upon receipt of the Westfield Park Contribution it shall only expend the same for the purpose of carrying out improvements to Westfield Park by way of rationalising and improving spaces and providing play and other facilities within Westfield Park

## **Employment**

### **46 Circadian covenants with the Council:**

- 46.1 that it shall use its reasonable endeavours to obtain 20% of the Workforce from the West London Area
- 46.2 that it shall pay regard to relevant best practice published by the West London Construction Planning Forum from the date of the service of the Implementation Notice for the Royal Borough Development and in particular in the provision of:
  - (a) an on-site recruitment facility for trainees
  - (b) training weeks for persons seeking to move their skills into the construction industry the number of such training weeks to be agreed in writing by the Economic Development Officer of the Council
  - (c) the provision of trainee wages at no less than levels set in the Working Rule Agreement

## **Affordable Housing**

### **47 Circadian covenants with the Council:**

- 47.1 that prior to the Occupation of more than 50% of the Open Market Units within the Royal Borough Development it shall Complete and make available for Occupation 66% of the Affordable Housing Units within the Royal Borough Development
- 47.2 that prior to the Occupation of more than 90% of the Open Market Units within the Royal Borough Development it shall Complete and make available for Occupation all of the Affordable Housing Units within the Royal Borough Development
- 47.3 that it will not Occupy more than 30% of the Open Market Units until it has entered into a binding contract for the grant of a Long Lease of 98 Rented Accommodation Units to a Registered Social Landlord on terms being in accordance with relevant Housing Corporation guidelines which enables the rent for the Rented Accommodation Units to be Housing Corporation target rents inclusive of any service and estate charges
- 47.4 that it will not Occupy more than 30% of the Open Market Units until it has entered into a binding contract for the grant of a Long Lease of 46 Shared Equity Units to a Registered Social Landlord on terms being in accordance with relevant Housing Corporation guidelines with the rent for the rented element of the Shared Equity Units to be the equivalent proportion of the Housing Corporation's target rent inclusive of any service and estate charges
- 47.5 that it will not Occupy more than 90% of the Open Market Units until it has entered into binding contracts for the grant of a Long Lease of 21 Entry Level Units to Key Workers on terms whereby the purchase price in respect of each of the 21 one and two bedroom Entry Level Units (assuming joint purchase by two persons) would be at five times the average income for Greater London with a deposit of 10% at the date of sale plus service estate and ground rent charges not to exceed £1,518 per annum Index Linked from the date of first purchase with a restriction that any onward sale of any Entry Level Unit should be solely to Key Workers and would be at a purchase price (assuming joint purchase by two persons) of five times the average income for Greater London with a deposit of 10% at the date of sale

plus service estate and ground rent charges not to exceed £1,518 per annum Index Linked from the date of first purchase

- 47.6 to construct all Affordable Housing Units within the Royal Borough Development in accordance with Scheme Development Standards save for those Affordable Housing Units within Block KC3 for which a waiver may be sought from the Housing Corporation and in the event a waiver is obtained to notify the Council in writing of this immediately upon receipt of that waiver
- 47.7 that before any Affordable Housing Units are Occupied it will provide a proportion of the total number of 110 parking spaces for the Affordable Housing Units the proportion to be provided to be in commensurate proportion (0.66 parking spaces per Affordable Housing Unit) to the phased manner by which the Affordable Housing Units are Occupied and so always to ensure that upon Occupation of any Affordable Housing Unit that has been allocated a Car Parking Space such space will be available for that particular Affordable Housing Unit
- 47.8 the parking spaces aforesaid for the Affordable Housing Units will be provided upon an affordable basis (the cost of which shall be no higher than the price charged by the Council from time to time for on street resident's parking permits within the Council's administrative area) to be agreed in writing with the Registered Social Landlord and approved by the Council in relation to the Rented Accommodation Units and the Shared Equity Units and to be approved by the Council in relation to the Entry Level Units

#### **Management Agreement**

- 48 Circadian covenants with the Council:
- 48.1 to implement the terms of the Management Agreement

#### **Chelsea Creek Works**

- 49 Circadian covenants with the Council:
- 49.1 it shall prior to the implementation of Phase A or Phase B submit the Chelsea Creek Management Plan for the Royal Borough Development for the approval in writing of the Council who shall consult with the Environment Agency and Hammersmith and Fulham in order to ensure consistency with the Chelsea Creek Management Plan for the Hammersmith and Fulham Development before granting any approval
- 49.2 it shall implement the Chelsea Creek Works in accordance with the Phasing Plan
- 49.3 to carry out and complete the Chelsea Creek Works within the Site to the satisfaction of the Council and to maintain thereafter Chelsea Creek in accordance with the maintenance regime set out in the Chelsea Creek Management Plan
- 49.4 that it shall serve a notice on the Council following Completion of the Chelsea Creek Works within Phase A and the Chelsea Creek Works within Phase B of the Royal Borough Development and so marked on the Phasing Plan

#### **Public Art**

- 50 Circadian covenants with the Council:
- 50.1 within 7 days of the date of the service of the Implementation Notice for the Royal Borough Development to pay to the Council the Public Art Contribution



**51 The Council covenants with Circadian:**

- 51.1 to consult with Circadian upon the expenditure of the Public Art Contribution upon the Public Art and the proposed location of such Public Art within the vicinity of the Royal Borough Development

**Business Units**

**52 Circadian covenants with the Council:**

- 52.1 to offer two B1 Units (namely unit KC2.0-3 with an area of 143.5m<sup>2</sup> within Building KC2A and unit KC1.0-1 with an area of 274m<sup>2</sup> in Building KC1 both B1 Units being shown on Planning Application Drawing No. LRTW-4/PA/05-004-G) at 50% of open market rental value for a period of 3 years from the date of Completion of such B1 Units to tenants approved by the Council **PROVIDED THAT** open market rental value shall not be deemed to include service and estate management charges which shall not exceed such service and estate management charges levied in other ground floor B1 Units within the Royal Borough Development
- 52.2 it is hereby agreed between Circadian and the Council that they may agree an alternative arrangement within the Royal Borough Development for the provision of the two B1 Units

**Design Quality Standards**

**53 Circadian covenants with the Council:**

- 53.1 To procure that in the detailed design and construction of the Development (without prejudice to generality) adherence will be given to the Design Quality Standards

**Environmental Management Plan and Remediation**

**54 Circadian covenants with the Council:**

- 54.1 to submit an Environmental Management Plan to the Council for its approval in writing prior to the date of the service of the Implementation Notice for the Royal Borough Development and shall comply with the approved Environmental Management Plan to the satisfaction of the Council
- 54.2 to provide a publicly accessible on-site liaison officer to provide an advertised point of contact for the Council and members of the public from commencement of remediation works until Completion of the Royal Borough Development

**West London Line**

**55 It is hereby agreed between the Council TfL and Circadian that:**

- 55.1 if after 8 years from the date upon which the West London Line Contribution First Payment was made and if after a period of 8 years from the date that the West London Line Contribution Second Payment was made under the Hammersmith and Fulham Site Obligation the whole or any part of such payments remain unexpended at the end of those respective periods they shall be divided equally between the Council and Hammersmith and Fulham and expended on alternative transportation measures reasonably related to and of similar mitigation effect upon the transportation impact of the Development and which are of benefit to residents within the Development such alternative transportation measures to be agreed between TfL the Council Circadian and Hammersmith and Fulham

## **Removal of Rubbish Graffiti and Fly Posters**

- 56 Circadian covenants with the Council that it will ensure that any publicly accessible areas within the Site are kept free from rubbish and that any rubbish deposited is promptly removed and further that they will ensure the prompt removal of any graffiti or fly posters that appear on the site.

## **The River Thames**

- 57 Circadian covenants with the Council that in all sales and marketing literature for Units within the Royal Borough Development it shall publicise the transportation and recreational benefits for Occupiers within the Royal Borough Development arising from its proximity to the River Thames

## **58 LUL**

- 58.1 LUL covenants with the Council that its freehold interest in the Site shall be bound by the obligations imposed by this Deed at Clauses 47 and 56 and agrees that (subject to clause 58.3) such obligations shall be enforceable by the Council against LUL and its successors in title to the said freehold interest and any person or persons claiming an interest through or under LUL
- 58.2 LUL consents as chargee to the completion of this Deed and acknowledges that from the date of this Deed its interest in part of the Site by way of its charge shall be bound by the obligations imposed by this Deed and agrees that such obligations shall be enforceable by the Council against LUL and its successors in title to LUL's said interest in such part of the Site **PROVIDED THAT** LUL as chargee shall not be required to perform any of the planning obligations or other covenants in this Deed unless it takes possession of that part of the Site in which it has an interest or any part thereof or enforces its powers under its charge to sell lease or otherwise materially exploit that part of the Site in which it has an interest or any part thereof in either of which events it will perform the planning obligations in this Deed save that its liability shall then only be in relation to that part of the Site (and the obligations and covenants relating thereto) in respect of which LUL has thus enforced or exploited its interest as chargee
- 58.3 LUL shall only be liable in respect of the obligations or covenants under this Deed if the Council has first tried and failed or is otherwise unable to enforce such obligations against Circadian or if Circadian shall have parted with its interest the person who holds Circadian's interest in the Site (as specified in the Recital at Clause 3.7) from time to time
- 58.4 Circadian covenants in favour of LUL to indemnify and keep indemnified LUL against any breach or non-observance of the terms and obligations and covenants in this Deed
- ## **59 General Covenants and Agreements**
- 59.1 Circadian covenants with the Council and TfL that this Deed and each and every term obligation and covenant contained herein shall be binding on and enforceable against Circadian and/or its successors in title to the Site and any other person or persons claiming an interest through or under Circadian provided always **THAT IT IS HEREBY AGREED** that none of the terms obligations and covenants in this Deed shall be binding upon or enforceable against:
- (a) any owners and/or occupiers and/or mortgagee of any Open Market Unit and/or Open Market Units that shall be constructed upon the Site; and/or

- (b) any person or persons who shall at any time acquire any legal interest in any Affordable Housing Unit that shall be rented to them and/or any Affordable Housing Unit that shall be held on terms whereby the occupier shall have purchased or shall be able to purchase any proportion of the equity in an Affordable Housing Unit in either case pursuant to any statutory right of acquisition from time to time in force or otherwise or any person who shall derive title directly or indirectly from such person **SAVE THAT** any Affordable Housing Unit shall still only be Occupied as an Affordable Housing Unit; and/or
  - (c) any mortgagee or chargee which shall have the benefit of a legal mortgage or charge secured on any Affordable Housing Unit nor any successor therefrom who shall derive title directly or indirectly from such mortgagee or chargee (other than another Registered Social Landlord) **PROVIDED THAT** this exception shall not apply unless the mortgagee chargee or receiver appointed by the mortgagee or chargee shall have first notified the Council in writing that it wishes to exercise its statutory power of sale and within 28 days of such written notification the mortgagee chargee or receiver (despite using all reasonable endeavours) has been unable to enter into a contract of sale for any or any part of any Affordable Housing Unit as is charged to it to another Registered Social Landlord or the Council upon terms that on completion thereof the mortgagee chargee or receiver will be repaid the full market value of the relevant Affordable Housing Unit or Units
  - (d) services utility companies or providers that shall acquire an interest in the Site for the purpose of providing services to or for the Development
- 59.2 Circadian covenants with the Council that if it disposes of its interests in the Site prior to having complied with any of its covenants to TfL it will prior to any such disposal procure from the party to whom it is disposing of its interest a covenant in identical terms to its covenant with TfL and shall provide evidence to the Council that it has been so procured prior to the disposal
- 59.3 The Council covenants with TfL pursuant to the Local Government Act 2000 that it will enforce the covenant by Circadian at clause 59.2 as necessary
- 59.4 No person shall be liable for a breach of any of the terms obligations or covenants contained in this Deed after it/they shall have parted with its/their interest in the Site and or any part in respect of which such breach occurs but without prejudice to any liability for any subsisting breach of this Deed arising prior to parting with such interest
- 59.5 If the performance of any obligations and/or covenants under this Deed shall be prevented or delayed by an emergency and/or any cause outside the direct control of the party required to undertake/comply with any of the terms obligations and/or covenants of this Deed the party or parties concerned shall give notice of such circumstances to the other party or parties and should be relieved from the performance of the obligation for such period but no longer than shall have been reasonable having regard to the circumstances in question
- 59.6 The Council will register this Deed in its Register of Local Land Charges
- 59.7 Circadian and LUL hereby covenant with the Council that they will at their own cost do or concur in doing all things necessary to enable an entry relating to this Deed to be made in the Charges Register of the title numbers referred to at Recitals 3.7 3.8 and 3.10 and immediately after execution of this Deed will apply to the Chief Land Registrar to make such entries and immediately following the making of such entries will furnish the Council's Director of Law and Administration with a certified copy of each of the Land or Charge Certificates relating to the

said title or official copies thereof in order that she may satisfy herself that such entries have been made

- 59.8 Forthwith upon compliance by Circadian and LUL with all of their covenants in this Deed or in any event that the covenants shall cease to have effect the Council shall take all necessary action or assist Circadian and LUL to procure that all reference to this Deed and to the covenants within it is removed from both the relevant Register of Local Land Charges and/or the registered titles of the Site
- 59.9 All agreements and/or evidence of satisfaction notices and/or certificates under this Deed shall be duly served in accordance with Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Act 1962) except that Section 196 shall be deemed to be amended as follows:
- (a) the final words of Section 196(4) "and that service... be delivered" should be deleted and there shall be substituted for the same "...and that service should be deemed to be made on the second working day after the registered letter has been posted";
  - (b) any agreement approval notice and/or certificate shall be sufficiently served as if sent by telephone facsimile transmission or any means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 5.00 pm on a working day but otherwise on the next working day;
  - (c) in the event that the date of service pursuant to this clause shall be a Public Holiday then the date of service shall be deemed to be the first working day following that Public Holiday
- 59.10 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Deed the same shall (subject to Clause 59.13) be referred to an Expert to be agreed upon between the parties hereto or at the request and option of any of them to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society and the Expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be at his discretion
- 59.11 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than thirty six working days from the date of his appointment to act
- 59.12 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten working days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five working days in respect of any such submission and material and the Expert's decision shall be given in writing within twenty-one working days from receipt of any counter submissions or in the event that there are no counter submissions within twenty-one working days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be binding on the said parties
- 59.13 It is hereby agreed between the parties hereto and nothing in Clauses 59.10 59.11 and 59.12 shall be taken to fetter the ability of the Council to seek legal redress for any breach of any of the obligations entered into by Circadian and LUL in this Deed

- 59.14 If any of the terms obligations and/or covenants in this Deed or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this Deed and the remainder of this Deed or the application of such terms obligations and/or covenants to parties or circumstances other than those as to which such terms obligations and/or covenants is held invalid or unenforceable shall not be affected thereby and each of the other terms obligations and/or covenants and a planning permission shall be valid and be enforceable to the full extent permitted by law
- 59.15 Nothing in this Deed shall be construed as prohibiting or restricting any rights to develop any part of the Site in accordance with any planning permission other than the Planning Permission that may be granted by the Council or the Secretary of State on appeal or reference to or call-in by him after the date of this Deed
- 59.16 The failure of any party hereto at any time to require performance by any party or parties of any of the terms obligations and/or covenants of this Deed shall in no way affect the right of such party or parties to require performance of those terms covenants and/or obligations
- 59.17 Each party to this Deed acknowledges that this Deed has not been entered into in reliance wholly or partly upon any statement or representations made by or on behalf of the other party except any such statement or representation that is expressly set out in this Deed
- 59.18 It is **HEREBY AGREED AND DECLARED** that nothing in this Deed or implied therefrom shall prejudice or affect the Council's discretions powers duties and/or obligations in the exercise of its functions as a local planning highway or bylaw authority and the discretion powers duties and/or obligations of the Council under all public and private statutes bylaws orders and regulations may be as fully and effectively exercised in relation to the Site as if the Council were not a party to this Deed and it is **HEREBY AGREED AND DECLARED** that nothing in this Deed or implied therefrom shall affect TFL's discretions powers duties and/or obligations in the exercise of its functions in accordance with the 1999 Act
- 59.19 If the Planning Permission shall expire prior to the service of the Royal Borough Implementation Notice or is revoked or otherwise withdrawn by the Secretary of State without the consent of Circadian and LUL or in the event of the quashing of the Planning Permission the planning obligations entered into by Circadian and LUL under this Deed shall thereupon cease and determine absolutely and the Council will upon written request from Circadian and LUL cancel all entries made in the Council's Register of Local Land Charges in respect of this Deed and will assist Circadian and LUL in removing the entries made in the registered titles relating to the Site
- 59.20 Any approval or consent given by the Council acting as competent planning authority pursuant to the Planning Permission should be deemed for all purposes of this Deed to constitute approval (or as the case may be consent) for the purposes of any covenant or provision in this Deed which corresponds to the covenant or provision to which approval or consent relates
- 59.21 No waiver (whether expressed or implied) by the Council of any breach or default by Circadian and LUL or any of their respective successors in title or any person otherwise claiming an interest through or under Circadian and LUL in performing or observing any of the planning obligations in this Deed shall constitute a continuing waiver and no waiver shall prevent the Council from enforcing any of the said planning obligations or from acting upon any subsequent breach or default in respect thereof by Circadian and LUL or any person claiming through or under Circadian and LUL

- 59.22 Circadian hereby covenant with the Council that they will give not less than twenty one days notice of the Occupation events referred to in this Deed
- 59.23 Each party shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and Circadian and LUL shall comply with any reasonable requests of the Council to have access to any part of the Site or any requests to provide documentation within that party's possession (at such party's expense) for the purposes of monitoring compliance with the obligations contained herein
- 59.24 Where the agreement approval or consent or confirmation or an expression of satisfaction is required by Circadian under the terms of this Deed from the Council or vice versa that agreement approval consent confirmation or expression of satisfaction shall be in writing and shall not be unreasonably withheld or delayed
- 59.25 Where in this Deed the Council shall be entitled to enter the Site or any part of it for the purposes specified in this Deed or for the purpose of carrying out inspections to check that the obligations and provisions of this Deed are being complied with the following ancillary provisions shall have effect:
- (a) Rights of entry shall be exercised subject to reasonable notice being given save in the case of emergency when entry shall be permitted without prior notice
  - (b) Rights of entry shall only be exercised to the extent reasonably required for the purposes aforesaid
- 59.26 If Circadian fails to pay any sum which it is required to pay under this Deed on the date on which such sum is payable it shall pay to the other party Interest from the date such sum is payable to the date of actual payment
- 59.27 It is **HEREBY AGREED** that a person or body that is not (or is not a successor in title) to a party to this Deed shall not in his or its own right enforce the terms covenants or obligations of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 **EXCEPT THAT** Clause 13.1 is for the benefit of any relevant authority who shall be entitled to enforce that provision in its own right under the Contracts (Rights of Third Parties) Act 1999
- 59.28 This Deed shall not be deemed to have been delivered until it shall be dated

**CIRCADIAN LTD**

**DEVELOPMENT OF LOTS  
ROAD POWER STATION  
AND LAND AT THAMES  
AVENUE, SW10**

**1<sup>ST</sup> DRAFT TRAVEL PLAN**

**FEBRUARY 2005**

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## 1. INTRODUCTION

- 1.1 Capita Symonds Limited has prepared this Draft Travel Plan for the Lots Road development on behalf of Circadian Limited who are developing the site. This first draft is intended to form the basis for discussions to allow a detailed Travel Plan to be worked up and agreed with the authorities.
- 1.2 The Lots Road development involves converting the Lots road power station site to accommodate 802 private, affordable and car-free residential units, with supporting commercial and community space. These have been selected to widen the range of opportunities within walking distance for both existing and future residents, and include local shops, a nursery, a restaurant/café and a residents' gym.
- 1.3 The Site is located south of King's Road, Chelsea and adjacent to the River Thames. The proposed mixed-use development lies partly within RBKC and partly within LBHF. The RBKC site is currently occupied by the now redundant Lots Road power station with access gained from Lots Road, and the LBHF site contains an oil storage depot and open land, and is accessed from Chelsea Harbour Drive and Thames Avenue.

### Objectives

- 1.4 The Lots Road Travel Plan includes the 'ideal travel plan components' outlined in the Department for Transport (DoT) document, 'Using The Planning Process To Secure Travel Plans - best practice guidance for local authorities, developers and occupiers (July 2002)'. The key objectives of the Lots Road Travel Plan are to:
  - Encourage increased use of public transport and reduce residents', employees' and visitors' travel dependency on the car;
  - Improve existing public transport services and provide new high quality public transport services which are reliable, accessible, comfortable and a meaningful alternative to the car;

- Provide an appropriate level of residential, commercial and visitor car parking within the development which avoids placing additional pressure on existing on-street facilities;
- Provide integrated and dedicated pedestrian and cycle routes which are convenient, safe and connect the development with key local destinations;
- Incorporate the views of residents, businesses and the local community around the development to ensure the provision of an optimal public transport network and service, together with appropriate walking and cycle facilities, both within the development and in neighbouring areas;
- Promote and assist in the development of School Travel Plans at existing schools at which a number of children from the development are likely to attend;
- Specifically promote walking, cycling and public transport as a means of transport to school;
- Minimise the impact on neighbouring areas and residential streets in particular of cars travelling to the development;
- Specifically promote cycling, walking and public transport between the development and existing and proposed public transport interchanges;
- Deliver the benefits of the development to all local residents; and
- Ensure an appropriate mix of complementary retail and community uses that will encourage an increase in non-car based trips by residents of the surrounding neighbourhood in place of car trips.

1.5 These objectives support government policy to reduce car use and encourage more sustainable transport as outlined in PPG13, namely:

- Reductions in car usage (particularly single occupancy journeys) and increased use of public transport, walking and cycling;

- Reduced traffic speeds and improved safety and personal security particularly for pedestrians and cyclists; and
- More environmentally friendly freight delivery movements, including home delivery services.

### **Sustainable And Integrated Transport Strategy**

1.6 The Lots Road development proposals include a package of transport measures aimed at improving non-car access to the area. This is known as the Sustainable and Integrated Transport Strategy (SITS) and forms an integral part of the travel plan. The objective is to reduce car use and encourage more sustainable modes. Both residents of the new development and existing residents will benefit from the improved access that SITS will bring to the area. The SITS transport improvement include:

- Contribution to school Travel Plans in the area (£60,000);
- Contribution to bus priority measures to enhance reliability of the proposed Embankment service (£100,000);
- Contribution towards enhancing the C3 bus service (£650,000);
- Contribution to subsidise the Embankment bus (£1,700,000);
- Contribution to providing new bus stops along the route of the Embankment bus and C3 bus (£180,000);
- Contribution towards WLL improvements, including but not limited to covering any shortfall in funding for the proposed new station (£1,000,000);
- Contribution to off-site cycling provisions, including off-site cycle parking, improved cycle routes, etc. (£410,000);

- Contribution towards physical improvements, and enhanced access arrangements, to Chelsea Harbour Pier (£200,000) and £50,000 per annum for five years to support improvements to the river boat service;
- Contribution towards improvements to the existing Harbour Avenue bus gate, which links Chelsea Harbour with Townmead Road, to improve bus reliability (£50,000);
- Pedestrian improvements (£200,000);
- Cycle training (£5,000);
- The appointment of a Manager who will be responsible for the operation of the travel plan and a contribution towards the implementation and periodic review of the plan (£120,000); and
- The introduction of car and bicycle pools for residents (£45,000).

1.7 The travel plan is an important part of the SITS proposals and brings together the proposed improvements measures to ensure their successful implementation. It includes the appointment of a Transport Manager to manage the implementation of SITS and shows Circadian's long term commitment to achieving the objectives of SITS.

1.8 The remainder of the Travel Plan incorporates the structure suggested in the DoT's guidelines ('ideal' travel plan components), in the following sections:

- Section 2 – Measures to promote and facilitate public transport use
- Section 3 – Measures to reduce car use
- Section 4 – Measures to promote and facilitate cycling
- Section 5 – Measures to promote and facilitate walking
- Section 6 – Promotion of practices/facilities that reduce the need for travel

- Section 7 – Travel plan co-ordinator and provision of travel information
- Section 8 – Monitoring and review mechanisms
- Section 9 – Summary and conclusions

## 2. MEASURES TO PROMOTE AND FACILITATE PUBLIC TRANSPORT USE

- 2.1 In order to encourage reductions in car usage a number of measures are proposed to promote public transport. Circadian pledge to promote the following measures:

**Pledge:** *Circadian will work with the public transport operators to enhance existing services and look at the potential for new, quality services. Vehicles used for these services will be fully accessible to those with mobility disadvantages.*

**Pledge:** *Circadian will work with public transport operators and landowners to improve the operation of the bus gate on Townmead Road in order to reduce delays to bus journeys.*

**Pledge:** *Circadian will promote a new Embankment Bus Service running from Sands End via Lots Road along the Embankment to Westminster, and will provide bus priority measures along its route and improved passenger waiting facilities.*

**Pledge:** *Circadian will work with London Buses to increase the frequency of the C3 bus service and deviate it to the southern section of Lots Road.*

**Pledge:** *After consultation with operators, 'real time' information will be extended to the new Embankment Bus Service. If possible, this information will be placed on the transport internet site and be available to the whole community.*

**Pledge:** *Circadian will work with river service operators to improve the river bus service to the area and fund improvements to Chelsea Harbour Pier.*

**Pledge:** *Residents of the private residential units will receive a public transport smart/travel card, to the value of £200 on first occupation.*

### **Public transport fares and season tickets**

- 2.2 To encourage residents to use public transport, Circadian will negotiate with transport operators to arrange discount fare packages for residents. Residents of the development's private residential units will be provided with an Oyster card to the value of £200 on first occupation. This will help to create a habit of public transport usage. At the University of Colorado the provision of a heavily discounted bus card for students resulted in a fivefold increase in students using buses from 300,000 trips to 1,500,000 trips annually.
- 2.3 Employers at the site will be encouraged to promote travel to work by public transport. This could include offering interest free loans for season tickets, providing public transport information, guaranteeing lifts home in emergencies and restricting the number of parking spaces available.

### **Provision of public transport services**

- 2.4 It is proposed that local public transport services will be improved in order to reduce car use. For residents of the development, public transport needs to serve both the local area and other key destinations. These include places of work, schools, key services, transport interchanges and existing town centres. The provision of convenient stopping points, a comfortable safe and regular service and high quality infrastructure will also be important. It is our aim that vehicles receiving financial support from Circadian will be low floor, easy access, low emission and fully accessible to those with mobility disadvantages.

- 2.5 There are currently no direct bus services from Lots Road, Chelsea Harbour or Sands End to central London along the Thames Embankment. Circadian is promoting a new Embankment bus service running from Sands End, via Chelsea Harbour Avenue and Lots Road to Westminster along the Embankment. The proposals for the service include improvements to bus priority and passenger waiting facilities.
- 2.6 The new Embankment bus service will provide residents with easy access to the Victoria Line at Pimlico and the Jubilee, Circle and District Lines at Westminster. This will significantly reduce journey times to many parts of central London. The Embankment bus service is proposed to run at a 10-minute frequency at peak times.
- 2.7 None of the existing local bus services are linked to the real time information system used in London, known as Countdown. This system tells waiting passengers at bus stops along specific routes when they should expect the next bus to arrive.
- 2.8 Provision for 'real time' information is proposed at stops on the new Embankment bus service to Westminster. The opportunity for providing this 'real time' information on the development's web site, allowing residents to know the status of public transport services before commencing their journey, will be investigated.
- 2.9 Circadian is proposing to improve the existing C3 bus service. This service will be increased in frequency from six to eight buses per hour and deviated along power station section Lots Road closer to the new centre of population.
- 2.10 There is an existing gated road link beneath the West London Line (the 'Bus Gate'), which allows buses but not general traffic to pass between Harbour Avenue and Townmead Road. Circadian has agreed, as part of the Section 106 obligations to improve the operation of this by providing for automatic vehicle location, which provides automatic bus detection.
- 2.11 In total, the development proposals involve increasing bus capacity through the area by approximately 8,200 passenger units per day (4,100 in each direction) from the existing 5,000 to 15,000. This compares with the 687 car trips each way the



development is expected to generate. The bus proposals therefore offer a significant opportunity for reducing car trips across the area.

#### **River bus services**

- 2.12 The development will improve access to Chelsea Harbour Pier. This combined with the increases in population in the area will double the 10-minute walking catchment. As a result of these improvements, the existing river service operator anticipates running a 15-minute service at peak times.
- 2.13 Circadian propose to improve waiting facilities and further encourage the expansion of the riverboat service by offering a subsidy of £50,000 for the first 5 years once the development is complete. Circadian also propose to promote river services on their website and through the Transport Manager. Overall the proposals have the potential to increase the river taxi capacity by at least 1,000 passenger units per day (500 in each direction).

### 3. MEASURES TO REDUCE CAR USE

- 3.1 SITS aims to promote measures to reduce use of the private car. The development, therefore, aims to provide car access without making car ownership essential. With this in mind Circadian will promote the following:

**Pledge:** *Circadian will set up and run a journey share scheme through the development's transport internet site. This will provide information to allow for residents making similar journeys at similar times to share their journey with other residents.*

**Pledge:** *Circadian will negotiate with local car hire companies to provide affordable car hire to the development site. Hire cars will be delivered at a specified time and would be retrieved by the hire car company after use.*

**Pledge:** *Circadian will set up a car pool. These vehicles can be booked on the transport internet site by residents for short, low mileage trips and would complement the car hire scheme. The car pool will be advanced in co-ordination with RBKC's proposals for the London City Car Club.*

**Pledge:** *Circadian will work with local minicab and taxi hire firms to provide an efficient, safe and cost-effective minicab and taxi hire service for the development site. Relevant information will be posted on the transport internet site.*

**Pledge:** *Circadian will work with the local authorities to provide safe and convenient pedestrian and cycle routes from the development to local schools.*

**Pledge:** *Circadian will sponsor School Travel Plans at six local schools.*

**Pledge:** *Circadian will encourage additional school bus services where these replace car trips. This will be advanced in co-ordination with proposals by the Boroughs.*

### **Journey sharing**

- 3.2 A journey sharing scheme will be run through the development's transport internet site. This will provide information to allow residents making similar journeys at similar times to share with other residents. This could be on a regular or one-off basis and will reduce the total number of car trips generated by the development and increase the average occupancy of cars. The development's journey share scheme will also include links to national journey share databases.

### **Car hire**

- 3.3 Residents can book cars from a hire company for dates in the future. A car would then be delivered to the development at the specified time and would be retrieved by the hire company after use. This will allow for planned use of the cars, including longer distance trips such as holidays without the need to own a car. Discounts for residents will be negotiated with a local car hire company and information posted on the development's transport internet site.

### **Car share pool**

- 3.4 A car share pool will be developed to make it less necessary for residents to own their own car. The cars can be booked by residents through the transport internet site. It is

envisaged that the car pool would mainly be used for short, low mileage trips, and would complement the car hire scheme. The car pool will be advanced in co-ordination with RBKC's proposals for the London City Car Club.

#### **Taxi services and Minicabs**

- 3.5 Taxis and minicabs can play a role in removing unnecessary car trips from the road. For example, people may be put off walking to local shops because of the amount of shopping they expect to carry home. However, if they could get a taxi or minicab home they may walk or use public transport to initially get to the shops. Also, taxis and minicabs can offer a safe alternative to public transport when travelling home late at night.
- 3.6 The Transport Manager will work with local taxi services to provide an efficient, safe and cost-effective taxi service for the development site and neighbourhood. Literature relating to reputable minicab hire companies will be distributed to residents and commercial occupiers as well as being placed on the web site. Circadian will look into the opportunities for people to make bookings for minicabs and taxis on the web site.

#### **Travel to school**

- 3.7 Circadian recognises the impact that the 'school run' can have on the local highway network. Therefore, travel to and from school by means other than the private car is to be encouraged wherever possible.
- 3.8 Circadian will work with the local authorities to provide safe and convenient pedestrian and cycle routes from the development to local schools. They will sponsor the introduction of School Travel Plans at six local schools. These proposals will be co-ordinated with the Boroughs existing plans. Additional school bus services will also be encouraged where these replace car trips.
- 3.9 School Travel Plans introduced at schools in inner London by Capita Symonds have reduced car trips on the school run by up to 40%. If a reduction of half this amount

could be made at selected schools, then it is estimated that around 500 movements would be removed from the network. If similar results were achieved, then around 1,000 movements would be removed.

### **Employers and service providers**

- 3.10 Employers and service providers to the development will be encouraged to make their company fleet 'green'. In addition, employers will be asked to implement a Company Travel Plan and develop policies that discourage the use of the car.

#### 4. MEASURES TO PROMOTE AND FACILITATE CYCLING

- 4.1 Cycling is the quickest mode for many journeys across London. However, it suffers from a lack of facilities and safety issues. In many continental cities up to 40% of people cycle to work, currently 4% of people from the local area cycle to work. There is therefore significant potential to increase cycling in London and the proposals within SITS are designed to build on work already being implemented by the boroughs, GLA (Greater London Authority) and central Government.
- 4.2 To encourage cycling to, from and within the site, investment will be made both in the provision of facilities within the development and in area wide initiatives. A wide range of measures will be introduced or promoted by Circadian including route signage, new cycle parking, at on and off-site destinations and cycle route information. These measures are outlined below:

**Pledge:** *Circadian will provide a cycle pool and safety equipment for the use of residents and the local community.*

**Pledge:** *Circadian will seek to encourage a bicycle shop within the development.*

**Pledge:** *Residents will be provided with secure cycle parking. Additional public cycle parking will be provided in communal areas, adjacent to local public transport facilities, shops and other amenities.*

**Pledge:** *Circadian will aid the setting up of a cycle club and will actively work to develop links with local cycling interest groups.*

**Pledge:** *Circadian will sponsor a community wide cycling proficiency and education scheme to encourage cycling and teach cycle safety.*

- 4.3 As part of their commitment to promoting the use of bicycles and to establish a cycling culture, Circadian will provide a cycle pool and safety equipment for the use of residents and the local community. The bikes will be located inside for security reasons and protection from the weather. They will be accessed using residents' smart cards, either to gain access to a secure storage area or to release the bike from a bike clamp. Bike clamps such as those installed by Sekura-Byk at Cambridge Railway Station are the type likely to be used. Access by local residents will require a smart card obtained from the travel information centre.
- 4.4 A key element in encouraging cycling as a viable alternative to driving is the provision of well designed, secure cycle parking facilities. Additional cycle parking will be provided in communal areas, adjacent to local public transport facilities, shops and other amenities.
- 4.5 Above ground cycle parking within the development will be located in secure, well-lit areas in convenient locations. Cycle parking will be over-looked by either residential properties or commercial development.
- 4.6 Cycle information and route plans will be given to all residents on the web site. This will provide information on dedicated and safe cycle routes to nearby destinations. In addition, signage to offsite destinations for cyclists will also be provided.
- 4.7 On-site local commerce and business will be encouraged to promote cycle use whenever possible. Businesses will be encouraged to provide interest free loans for the purchase of bicycle equipment. Commercial occupiers will be encouraged to join the cycle purchase scheme and provide discounts for purchases of cycles by employees.
- 4.8 A cycle club will be promoted to organise events such as family and sponsored cycle rides and to promote cycling in general. With the aid of the Transport Manager, the club will look to develop links with other interested parties such as Sustrans, the London Cycling Campaign, RBKC and LBHF. The club would also take an active role in safeguarding existing cycle facilities and promoting new facilities at and

between important off-site destinations such as places of education, nearby commercial centres and public transport interchanges.

- 4.9 Circadian proposes to provide a free cycle safety and proficiency training scheme for both adults and children in the local community. This will be funded by Circadian and is designed to promote cycling and improve safety.



## 5. MEASURES TO PROMOTE AND FACILITATE WALKING

- 5.1 Circadian will promote and encourage walking, which can play a significant role in reducing unnecessary car trips, especially over short distances. Pedestrian links within the development will be convenient, direct and safe with a good standard of lighting. Electronic entry systems and CCTV security measures will be provided. The development will provide a predominantly vehicle free, safe environment with pedestrian priority. Circadian will promote the following measures:

*Pledge: Circadian will work with the boroughs to improve the pedestrian environment and routes to key local destinations including public transport facilities.*

*Pledge: Circadian will provide a safe pedestrian friendly environment within the development.*

- 5.2 Connections between residential dwellings and local facilities are particularly important. A study of local and strategic pedestrian routes has shown that there are potentially important pedestrian corridors passing through the development site, in particular between the site; King's Road and along the River Thames. Circadian will ensure that the permeability of the site is maximised to provide new pedestrian routes and encourage residents and local people to walk.
- 5.3 Pedestrian signage will be provided throughout the development and offsite. The transport internet site will help to promote walking by providing information and general publicity.

## 6. PROMOTION OF PRACTICES/FACILITIES THAT REDUCE THE NEED TO TRAVEL

**Pledge:** *The development will include a mix of retail, commercial and community space that will provide for residents' day to day needs.*

- 6.1 The immediate area around the proposed development is mainly residential with a wide range of shops, schools, community facilities and local businesses within walking distance. The proposed development would largely be residential with a range of supporting retail, business and community uses. The development would therefore complement the local area, and the non-residential uses have been designed to provide additional key facilities for local people living within walking distance.
- 6.2 A mixture of development land uses is being specifically encouraged to include a range of retail, commercial and community uses to meet residents' day to day needs on site. These will be available to residents of the development and the local community. This will help to reduce the need to travel longer distances and encourage walking and cycling in place of car use. The on-site facilities will be located in easily accessible locations, again reducing journey distances.

## 7. TRAVEL PLAN CO-ORDINATOR AND PROVISION OF TRAVEL INFORMATION

### Transport Manager

- 7.1 Circadian propose to monitor, co-ordinate and market the travel plan and SITS to maximise their success. On this basis Circadian are pledging to promote the following measures:

**Pledge:** *Circadian will employ a Transport Manager to manage the Travel Plan.*

**Pledge:** *Circadian will provide a community Transport Information Centre that will act as a focus for local transport information.*

**Pledge:** *Circadian will provide and maintain a transport internet site, containing information on the Travel Plan for the use of residents, the local community, commercial occupiers and visitors.*

**Pledge:** *Circadian will encourage 'internet shopping' with collection points that are easily accessible on foot and by bicycle.*

**Pledge:** *The Transport Manager will distribute public transport, cycle and walk information to residents, visitors, commercial occupiers and the local community.*

- 7.2 Circadian will employ a Transport Manager as part of its management team. The primary duties of this dedicated role will be to:

- Develop and oversee the implementation of the initiatives outlined in the plan;

- Aid the monitoring and review process for the plan;
- Liaise with key organisations, such as RBKC, LBHF, TfL (Transport for London), public transport operators, cycle campaign groups, local schools etc;
- Promote and market the plan;
- Manage the car share database, car hire facilities and car pool;
- Maintain the development's web site in so far as it relates to transport;
- Manage the public transport discount fare schemes and purchase of season tickets;
- Manage the cycle pool, cycle promotion schemes and events;
- Liaise with public transport operators regarding services as appropriate; and
- Provide transport advice and information to employers, employees, residents and visitors alike.

#### **Transport Information Centre**

7.3 As a focus for Sustainable Transport, Circadian will provide an onsite Transport Information Centre. Working from the centre, the Transport Manager will offer information and advice relating to all modes of transport. In addition, this will act as a focus for the car pool and car sharing database.

#### **Internet site**

7.4 A site specific internet site will be developed and maintained for the benefit of the residents, local community, commercial occupiers and employees. Amongst other general information, the internet site will have the following posted on it:

- a copy of the Travel Plan;
- Public transport information, timetable and maps;
- Links to public transport information internet sites;
- Car share database;
- Information on the car share pool, including car availability;

- Information on local taxi firms;
  - Information on the bike pool scheme, including availability;
  - Map showing cycle parking, facilities and local cycle routes;
  - Information for visitors to the development site;
  - Links to other useful internet sites, such as the sites for TfL, London Buses, London Underground, Department for Transport, car hire firms and local bicycle shops; and
  - Links to local stores, which will encourage internet shopping and home deliveries.
- 7.5 The development web site will be accessible to all those on internet, including local residents.
- 7.6 Pick-up points for 'internet shopping' will be provided within the development. Goods delivered would be stored safely until collection. This facility would reduce the need to travel both for residents of the development and the surrounding neighbourhood.
- 7.7 The need for an internet pick-up point is particularly acute for food deliveries, a very rapidly growing market. The pick up point will receive deliveries and store goods at room temperature or in refrigerators and freezers, as required. Residents will be notified of a delivery's arrival so that they can pick it up at a convenient time.

#### **Public transport, cycle and walk information**

- 7.8 The Transport Manager will be responsible for the preparation and dissemination of information to the local community on a regular basis. This will include:
- Cycle maps for the area;
  - Public transport timetables including information on local river bus services;

- Walking plans. Guides will be provided on safe pedestrian routes to schools, leisure facilities, transport nodes and other key local destinations.

7.9 All of the above will be permanently posted on the transport internet site and the information will be updated when necessary.

## **8. MONITOR AND REVIEW MECHANISMS**

- 8.1 The Travel Plan represents a long term commitment to promoting sustainable travel to the Lots Road development and provides measures to increase public transport, walking and cycling amongst residents of the site and the local area. The measures in Plan will be implemented as outlined in the draft Section 106 agreement and the Transport Manager will be employed from day one to oversee this process.
- 8.2 Monitoring, review and enhancement measures are to be agreed with RBKC and LBHF, outlined in the Section 106 agreements with each Borough.

## 9. SUMMARY AND CONCLUSIONS

### **Car trip reduction benefits of transport improvements.**

#### ***Rail***

- 9.1 Circadian will contribute £1 million to improving the West London Line, which will provide access in a north/south direction to destinations between Clapham Junction and the proposed new shopping centre at White City. Work undertaken on behalf of the SRA (Strategic Rail Authority) and Railtrack indicates that approximately 3,000 people a day will use the station. Proposals to improve facilities for pedestrians, cyclists and bus passengers associated with the development will improve the access to the station at Imperial Wharf.

#### ***Underground***

- 9.2 The nearest stations to the development are located at Fulham Broadway, approximately 10 to 15 minutes walk from the site, and Earls Court approximately 16 – 24 minutes walk. The development proposals will improve access to the Underground network.
- 9.3 The C3 bus, which runs between Clapham Junction and Earls Court, will increase in frequency to eight buses an hour, representing one bus every seven and a half minutes. There are also proposals to improve its reliability by upgrading the bus gate at Townmead Road and introducing bus priority, with AVL (Automatic Vehicle Location) at the new signal junction between Lots Road and Cremorne Road.
- 9.4 The new Embankment bus service will provide residents with easy access to the Victoria Line at Pimlico and the Jubilee, Circle and District Lines at Westminster. This will significantly reduce journey times to many parts of central London. The Embankment bus service is proposed to run at a 10-minute frequency at peak times.



### ***Buses***

- 9.5 There are significant proposals associated with the development to improve bus access. As indicated above, these include improvements to the C3 bus service, which will run every seven and a half minutes and a new Embankment bus service.
- 9.6 In total, the development proposals involve increasing bus capacity through the area by approximately 8,200 passenger units per day (4,100 in each direction) from the existing 5,000 to 15,000. This compares with the 687 car trips each way the development is expected to generate. The bus proposals therefore offer a significant opportunity for reducing car trips across the area.
- 9.7 Residents of the private housing will receive an Oyster card to the value of £200 on first occupation. This is designed to promote the use of public transport and encourage residents to develop the habit of using public transport. These proposals are similar to the bus pass system introduced at the University of Colorado. This consisted of a heavily discounted bus card for students and resulted in a five-fold increase in students using buses.

### ***River Transport***

- 9.8 The development will improve access to Chelsea Harbour Pier. This combined with the increases in population in the area will double the 10-minute walking catchment. As a result of these improvements, the existing river service operator anticipates running a 15-minute service at peak times.
- 9.9 Circadian propose to further encourage the expansion of the riverboat service by offering a subsidy of £50,000 for the first 5 years once the development is complete. Circadian also propose to promote river services on their website and through the Transport Manager. Overall the proposals have the potential to increase the river taxi capacity by at least 1,000 passenger units per day (500 in each direction).

### *Cycling*

- 9.10 The development proposals include a broad package for improving cycle facilities across the area. They also include the provision of a bike pool for the local community, cycle training and proficiency schemes, cycle club and a bike shop.
- 9.11 Cycling is the quickest mode for many journeys across London. However, it suffers from a lack of facilities and safety issues. In many continental cities up to 40% of people cycle to work, currently 4% of people from the local area cycle to work. There is therefore significant potential to increase cycling in London and the proposals within SITS are designed to build on work already being implemented by the boroughs, GLA (Greater London Authority) and central Government.

### *Pedestrians*

- 9.12 The Lots Road development proposals will improve pedestrian to the River Thames, provide new areas of public open space, and encourage pedestrian linkages with adjacent communities. Also, the commercial and community space within the development has been specifically chosen to serve the local community.

### *School Travel Plans*

- 9.13 Circadian propose to sponsor six School Travel Plans at local schools, which are likely to be used by residents of the development and the surrounding area. School Travel Plans introduced at schools in London by Capita Symonds have achieved reductions of up to 40% in the number of car trips. If a reduction of half this amount could be made at selected schools, then it is estimated that around 500 movements would be removed from the network. If similar results were achieved, then around 1,000 movements would be removed.

### *Conclusion*

- 9.14 The proposed development of 802 private, affordable and car-free residential units will increase the local population by around 1,700 people. Without any mitigating transport measures, it is predicted that the development would generate approximately

one car journey per car parking space per day. The proposed transport mitigation measures, however, benefit a much broader population.

- 9.15 Approximately 25,000 people live within a 10 minute walk of the site and its proposed community facilities, bike pool and Travel Information Centre. In addition, a significant number of people living on the new and improved bus routes will benefit from improved access to buses.
- 9.16 The other measures proposed, such as improved access to Chelsea Harbour Pier, the new West London Line station at Imperial Wharf, new cycle facilities, better pedestrian permeability and traffic calming will also benefit a broad population. It is estimated that whereas the proposed development will increase the population by around 1,700 people, a far greater number, in the order of 50,000 people will benefit from the proposed transport improvements.
- 9.17 The package of measures within SITS offers significant potential for reducing car travel of both residents of the development and existing residents who will benefit from the proposals. The development proposals will increase the population by around 1,700 people, whereas the proposed transport improvements will benefit in the order of 50,000.
- 9.18 It can therefore, be concluded that the SITS measures outlined in this travel plan support the sustainable transport objectives set out in PPG13, namely:
- Reductions in car usage (particularly single occupancy journeys) and increased use of public transport, walking and cycling;
  - Reduced traffic speeds and improved safety and personal security particularly for pedestrians and cyclists; and
  - More environmentally friendly freight delivery movements, including home delivery services.

## **SCHEDULE 2**

### **English Heritage Management Plan**

DATED 10 February 2005

WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE ORIGINAL

DATE 26 April 2005

ADDLESHAW GODDARD

THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION FOR ENGLAND

CIRCADIAN LIMITED

CIRCADIAN (CH) LIMITED

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MANAGEMENT DEED

relating to

LOTS ROAD POWER STATION,  
ROYAL BOROUGH OF  
KENSINGTON AND CHELSEA

---

ADDLESHAW GODDARD



## Contents

	Clause	Page
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### Schedule

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2	Areas of Management Interest .....	7

10 February

**BETWEEN**

- (1) **The Historic Buildings and Monuments Commission for England** whose office is at 23 Savile Row, London, W1X 1AB;
- (2) **Circadian Limited** (Company No. 03857131) whose registered office is at 2 Princes Way, Solihull, West Midlands B91 3ES; and
- (3) **Circadian (CH) Limited** (Company No. 04005637) whose registered office is at 2 Princes Way, Solihull, West Midlands B91 3ES

**1 Definitions**

- 1.1 In this Deed the following words and phrases shall have the meanings set out below unless the context otherwise requires:

**Areas of Management Interest** means those areas of the Power Station which are specified in Schedule 2 (and **Area of Management Interest** shall be construed accordingly)

**Council** means The Royal Borough of Kensington & Chelsea of Town Hall, Hornton Street, London, W8 7NX

**Defined Boundary** means the defined boundary of the Power Station as shown edged green on Plan 3 including:

- (a) the brick external envelope of the main generating building and those elements of the steelwork embedded within it
- (b) the two bays/three lines of structure to be retained internally up to the level of the top of the coal bunkers

**Developers** means Circadian Limited of 2 Princes Way, Solihull, West Midlands B91 3ES and Circadian (CH) Limited of the same address

**Development** means the redevelopment of the Power Station pursuant to a planning permission

**Documents** means

- (a) the engineers drawings and documents that have survived from all stages of the buildings designs and operation
- (b) photographic records from the time of the excavation of the foundations to the time of its final de-commissioning
- (c) articles for professional journals which accompanied the Power Station's initial construction and the subsequent major programmes of modernisation
- (d) digital copies of the engineering drawings held by Engineering Information Services of London Underground and
- (e) any other relevant documents that the Developers are able to make available

**English Heritage** means The Historic Buildings and Monuments Commission for England of 23 Savile Row, London, W1X 1AB

**Historic Significance** means the historic significance of the Power Station as set out in Schedule 1

**Notification of the Works** means the notification by the Developers to English Heritage providing details of the Works proposed

**Parties** means Circadian Limited, Circadian (CH) Limited and English Heritage

**Plan 1** means the Plan attached and so marked

**Plan 2** means the Plan attached and so marked

**Plan 3** means the Plan attached and so marked

**Power Station** means the Lots Road Power Station shown edged green on Plan 3 attached hereto

**Works** means any of the following works to be performed in an Area of Management Interest:

- (1) any works consisting of the demolition of any building or
- (2) any works for the alteration of any building in such area consisting of:
  - (a) any further extension or reduction to the Power Station
  - (b) changes to external cladding
  - (c) changes to external envelope openings or glazing (excluding glazing to Creekside)
  - (d) changes to the colour of the structural elements
  - (e) additions or alterations to retained structural elements
  - (f) changes to the void through the retained structural bays
  - (g) changes to retained plant

1.2 Any reference to a Clause or Schedule shall mean a Clause or Schedule to this Deed

1.3 The titles or headings appearing in this Deed are for reference only and shall not affect its construction

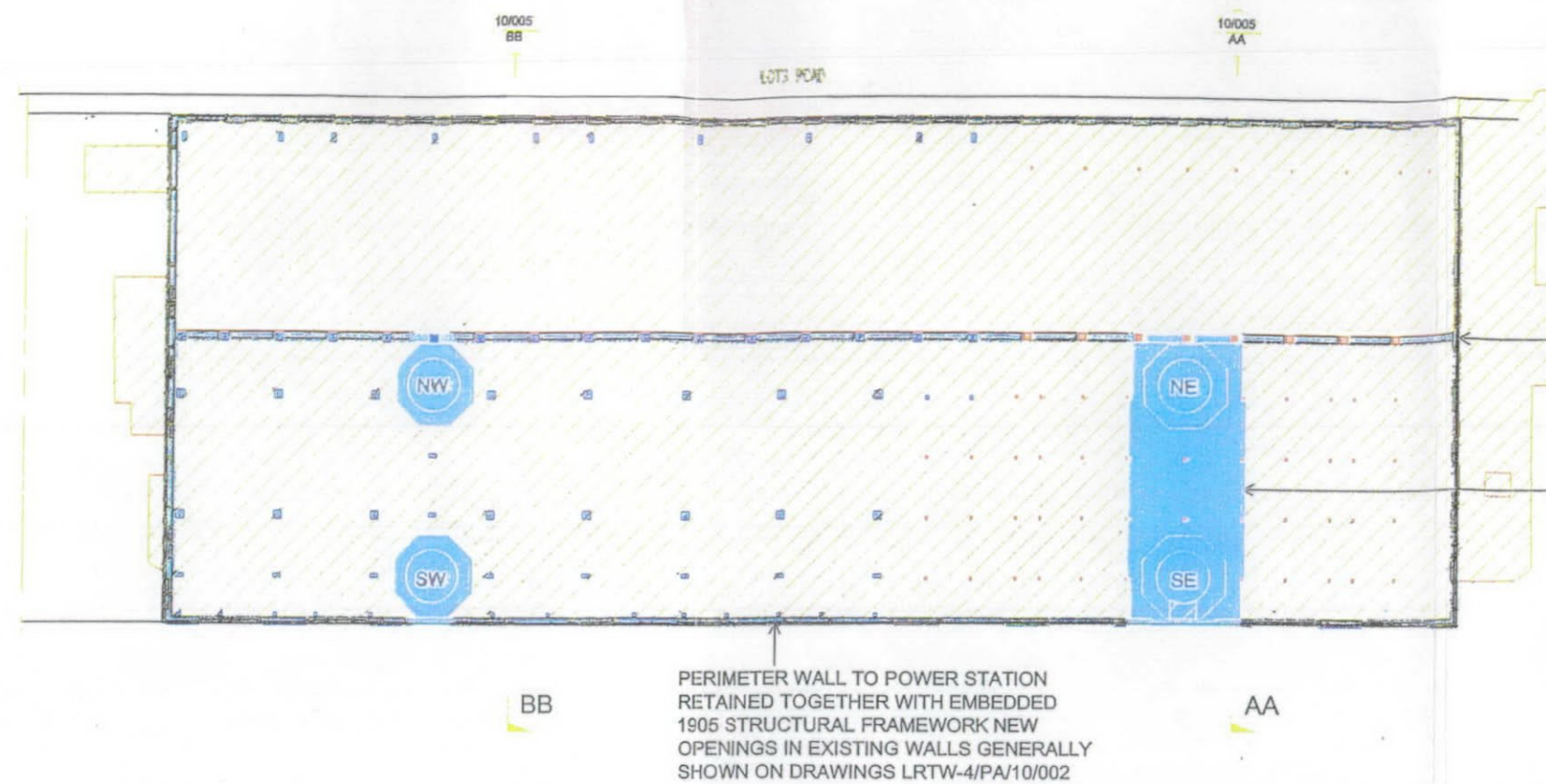
## **2- Recitals**

2.1 The obligations in clause 3 of this Deed are operative from the date hereof

2.2 The Parties enter into this Deed having considered the Historic Significance of the Power Station so as to ensure the long-term protection and management of the Areas of Management Interest and to record the history of the Power Station prior to Development and preserve the Documents for the benefit of the public

2.3 This Deed relates to the Defined Boundary of the Power Station and for the avoidance of doubt not to any of the ancillary buildings thereto

*Long*  
*McCall*



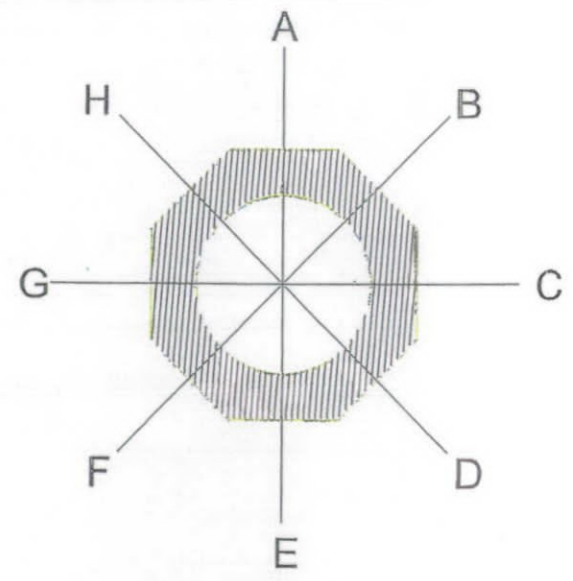
CENTRAL SPINE ROW OF COLUMNS NOT BRICKWORK RETAINED FOR FULL LENGTH OF POWER STATION

STEELWORK AND BUNKER END PLATES RETAINED IN 3 STRUCTURAL BAYS EITHER SIDE OF CHIMNEY

AREA TO BE DEMOLISHED

AREA TO BE RETAINED

APART FROM AREAS INDICATED ALL INTERNAL PLANT, STEELWORK AND ROOF ELEMENTS DEMOLISHED. FOR CRANE AND CONTROL ROOM REFER DRAWING LRTW4/PA/10/001



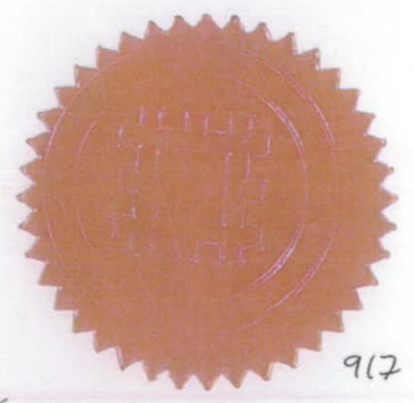
KEY PLAN OF CHIMNEY OPENINGS  
 - REFER TO TABLE FOR LOCATION AND LEVEL

CHIMNEY OPENINGS

1.5m WIDTH x 2.5m HEIGHT OPENINGS FORMED IN CHIMNEYS IN LOCATIONS AT LEVELS SHOWN

LEVELS	CHIMNEY NW	CHIMNEY NE	CHIMNEY SW	CHIMNEY SE
-02		E		
-01	E	E	CG	
00	E	E	AE	AE
01			ADEF *	
02			ADEF *	
03			ADEF *	
04			ADEF *	
05			ADEF *	
06			ADEF *	
07			DFH	
08			BDFH	
09			CG	CG
10			ADEF *	
11			ADEF *	ADEF *
12			A	A

\* DENOTES OPENINGS AT LOCATION 'E' ARE 0.5m WIDTH X 2.5m HEIGHT

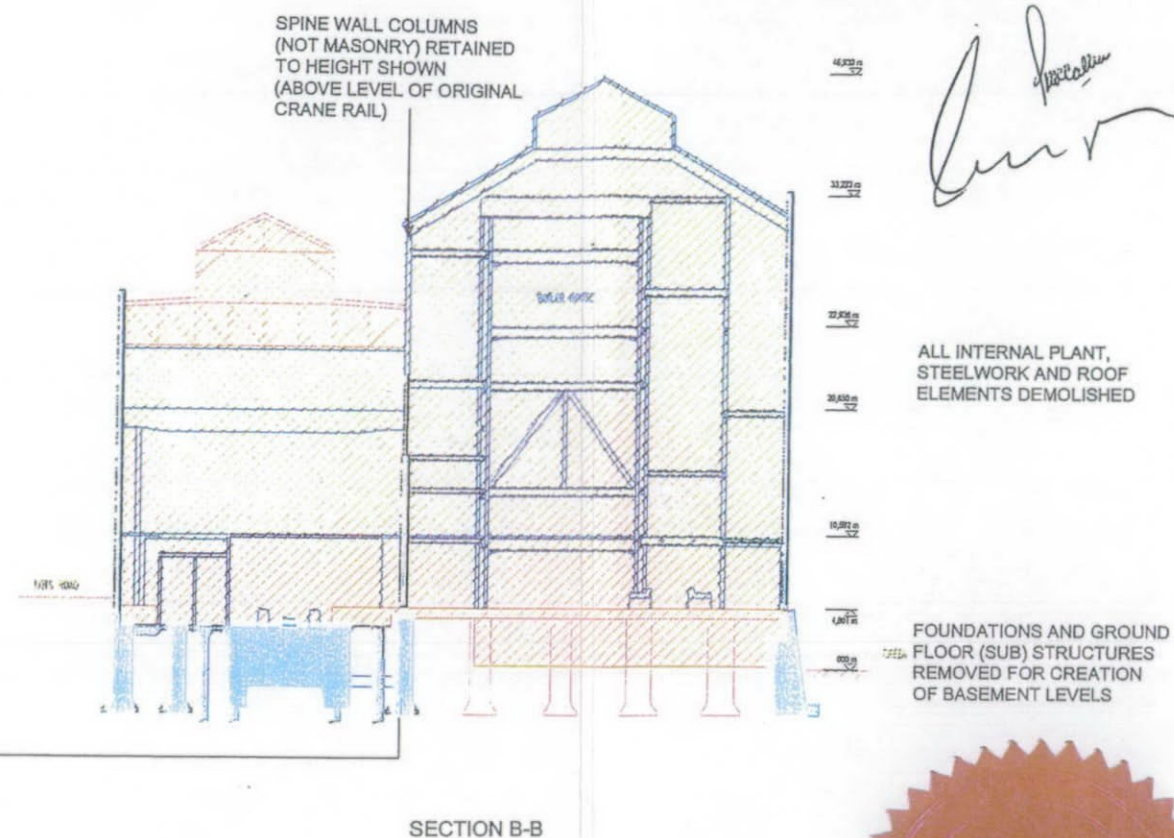
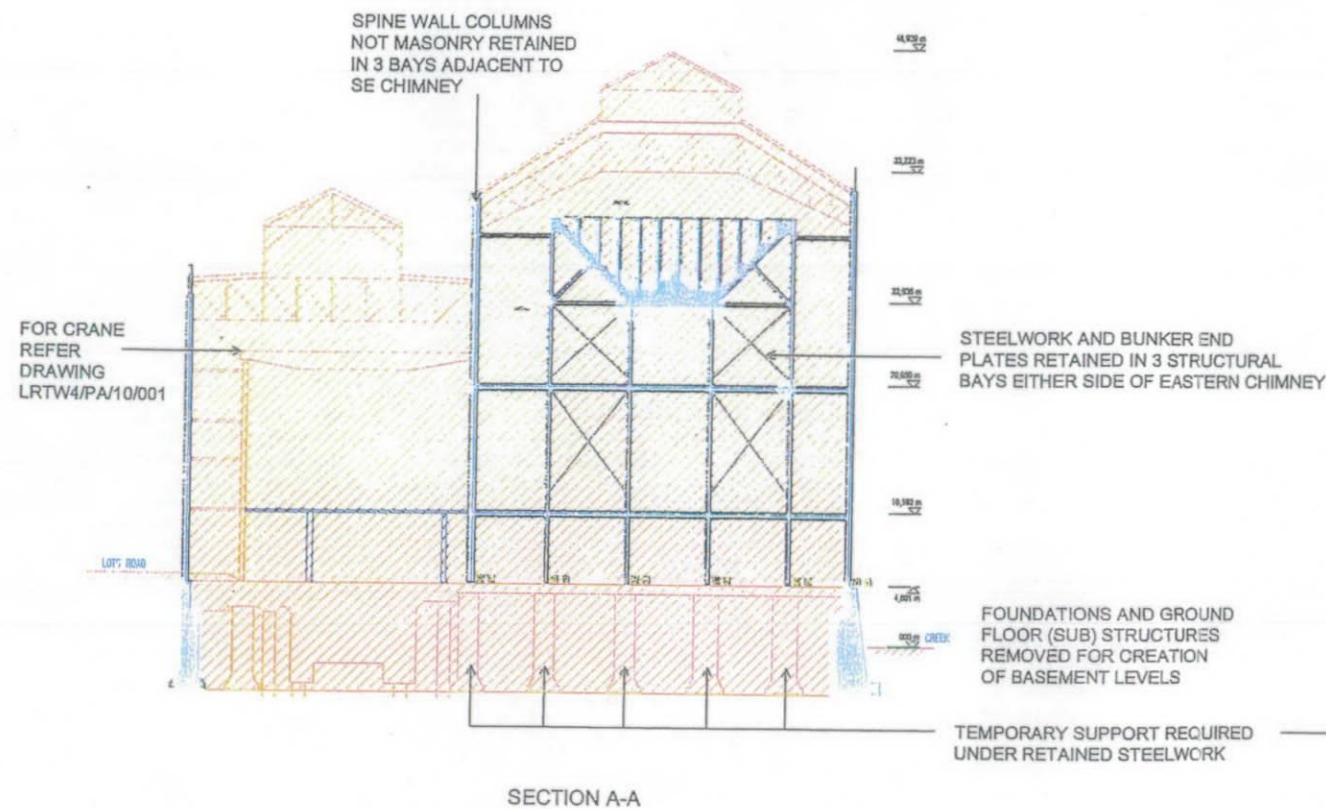


*N. Smith*

REFER TO WATERMAN ENVIRONMENTAL DRAWINGS FOR PLANT REMOVAL

SCALE 1/250@ A0  
 LRTW-4/PA/10/004-B





AREA TO BE DEMOLISHED

AREA TO BE RETAINED

CHIMNEYS NOT SHOWN FOR CLARITY, BUT RETAINED IN THEIR ENTIRETY. REFER DRAWING LRTW-4/PA/10/004 FOR NEW OPENINGS IN CHIMNEYS

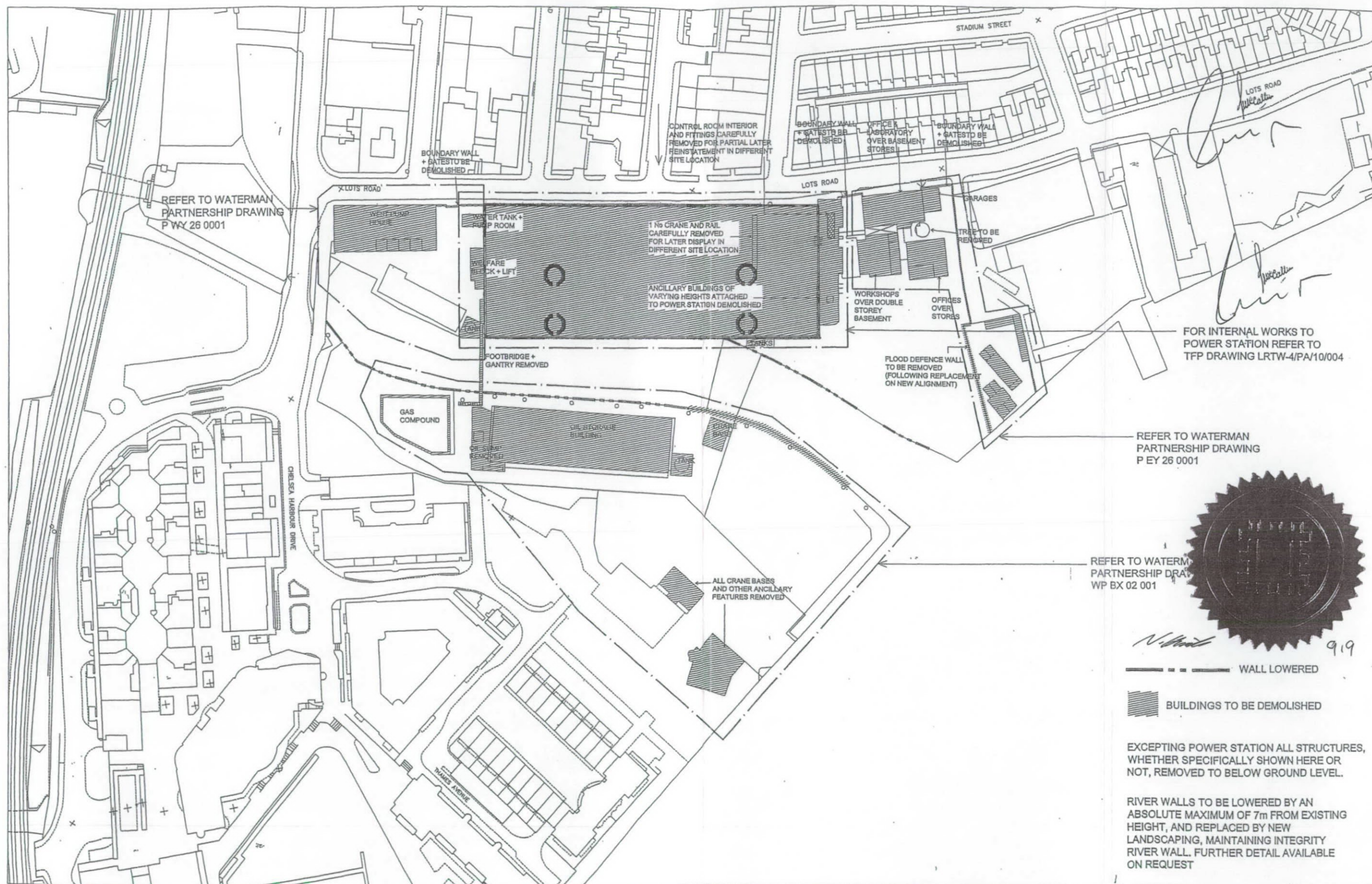
REFER TO WATERMAN ENVIRONMENTAL DRAWINGS FOR PLANT REMOVAL

REFER TO TFP DRAWING LRTW-4/PA/07-007 FOR HEIGHT OF SPINE WALL COLUMNS

# LOTS ROAD POWERSTATION AND LAND AT THAMES AVENUE DEVELOPMENT

DEMOLITION SECTIONS  
OCTOBER 2004





REFER TO WATERMAN  
PARTNERSHIP DRAWING  
P WY 26 0001

FOR INTERNAL WORKS TO  
POWER STATION REFER TO  
TFP DRAWING LRTW-4/PA/10/004

REFER TO WATERMAN  
PARTNERSHIP DRAWING  
P EY 26 0001

REFER TO WATERMAN  
PARTNERSHIP DRAWING  
WP BX 02 001

*N. Smith*

919

--- WALL LOWERED

■ BUILDINGS TO BE DEMOLISHED

EXCEPTING POWER STATION ALL STRUCTURES,  
WHETHER SPECIFICALLY SHOWN HERE OR  
NOT, REMOVED TO BELOW GROUND LEVEL.

RIVER WALLS TO BE LOWERED BY AN  
ABSOLUTE MAXIMUM OF 7m FROM EXISTING  
HEIGHT, AND REPLACED BY NEW  
LANDSCAPING, MAINTAINING INTEGRITY  
RIVER WALL. FURTHER DETAIL AVAILABLE  
ON REQUEST

# LOTS ROAD POWERSTATION AND LAND AT THAMES AVENUE DEVELOPMENT DEMOLITION SCOPE OF WORKS

OCTOBER 2004

CIRCADIAN Ltd.

SCALE 1/500 @ A0  
LRTW-4-PA-10-001-B





2.4 This Deed will be a material planning consideration in assessing future planning applications (if any) for the Development of the Power Station

2.5 This Deed is supplementary to the appropriate statutory requirements that will apply to any works that may be proposed to the Power Station

### **3 Obligations**

#### **Reviewing Deed**

3.1 The Parties shall review this Deed every three years from the date hereof to determine whether it needs to be amended in the light of circumstances then prevailing

#### **Works**

3.2 To the extent that any Works require planning permission the Developers covenant with English Heritage:

- (a) that they shall not perform any Works in an Area of Management Interest prior to seeking planning permission for the Works from the local planning authority; and
- (b) that in any event they shall consult English Heritage at the earliest opportunity when applying to the local planning authority for such planning permission;

PROVIDED THAT it is hereby agreed that the Developers shall cease to be under a duty to consult with English Heritage under sub-clause (b) following the grant of planning permission for such Works

3.3 To the extent that any Works do not require planning permission the Developers covenant with English Heritage that they shall consult English Heritage at the earliest opportunity before carrying out any such Works

3.4 For the purposes of consulting with English Heritage under clauses 3.2 and 3.3 above the Developers shall serve Notification of the Works on English Heritage and shall not commence the Works until the earlier of:

- (a) the date of receipt of approval in writing to the Works from English Heritage or
- (b) the date eight weeks from receipt by English Heritage of Notification of the Works

3.5 For the purposes of this clause a Notification of the Works shall be sufficiently served on English Heritage if left at or sent by registered post to 23 Savile Row London W1S 2ET (or such other address as may be notified to the Developers from time to time)

3.6 English Heritage shall be deemed to have received a Notification of the Works

- (a) if left at its address on the day it is so left or
- (b) if sent by registered post on the date recorded on the proof of posting provided by the Royal Mail

#### **Access**

3.7 The Developers covenant with English Heritage to allow English Heritage upon request in writing access to the Power Station for the purposes of monitoring to ensure adherence to this

Deed PROVIDED THAT English Heritage shall give the Developers a reasonable length of notice requesting such access

#### **Control Room Equipment**

- 3.8 The Developers covenant with English Heritage to consult with English Heritage regarding the relocation of the old control room equipment located at the east end of the Power Station

#### **Archives**

- 3.9 The Developers covenant with English Heritage to make available for public inspection the Documents either within the Power Station by prior appointment or within an appropriate public archive during the relevant opening hours of such public archive

#### **4 General Agreement**

- 4.1 IT IS HEREBY AGREED that in the event that the Power Station is listed this Deed shall immediately cease to have effect

Executed as a deed by the Parties or their duly authorised representatives on the date of this Deed.



## SCHEDULE 1

### Historic Significance of the Power Station

#### 1 Historic Significance

- 1.1 The Power Station was constructed by the Underground Electric Railways Co. of London Ltd (UERL); a company formed in 1902 by the American financier and entrepreneur Charles Tyson Yerkes, combining the powers of his 1901 company, the Metropolitan District Electric Traction Co. (MDET Co.) to carry out the electrification of the District Railway and the construction of a new Power Station, with new powers to build the new 'tube' lines (now the Bakerloo, Northern and Piccadilly Lines).
- 1.2 Yerkes had brought with him the engineer James Russell Chapman, who had worked with him on a number of significant infrastructure projects in the United States, and Chapman became Chief Engineer to the UERL. The original buildings of the Power Station were almost certainly designed by Chapman, and, acting on behalf of the MDET in June 1901, he invited tenders for the construction of the Power Station, and for the supply and installation of plant.
- 1.3 The main contract for the construction of the building was awarded to the Fulham-based firm of Mayoh and Haley. However, despite their having recently built themselves a brand new local steelworks, the steel for the Power Station was ordered from Germany, where the detailed design drawings were made by Hein, Lehmann & Co. of Dusseldorf, and were dimensioned in millimetres, some 60 years before the British civil engineering industry adopted the metric system.
- 1.4 The detailed design drawings for the brickwork and terracotta appear to have been carried out 'in-house' by Mayoh and Haley. Whilst the style and detailing of the external masonry shell of the building is traditional, the structure of the building is technologically advanced. Although the use of an internal structural steel frame (or steel 'skeleton-frame') was becoming common in American cities such as Chicago and New York by the turn of the century, they were still at the forefront of innovation in Britain, and Lots Road is a pioneering example of the new technology.
- 1.5 The use of a full steel-frame construction had a number of advantages, most notably the speed of erection. The framework of the Lots Road generating building was completed in nine months, and the complete superstructure finished within twelve.
- 1.6 Construction of the generating building began in 1902 with the sinking of 220 concrete piers to provide the foundations for the steel frame; the erection of which began in May 1903.
- 1.7 There are references to Germans being largely employed in the erection of the steel work as steel skeleton-frame construction was in its infancy, there would be a limited number of British workers with the necessary skills.
- 1.8 As the steel framework was the load-bearing structure of the building, installation of the plant could proceed before the masonry envelope of the building was complete.
- 1.9 There have been two major phases of alteration at the Power Station. In 1927 new high voltage switch-gear and control room equipment were installed, along with improvements to coal and ash handling plant and to the circulating water system. All the old boilers and turbo-alternators were replaced. A second major programme of modernisation began in 1963

and was completed in 1969. This included the replacement of all existing plant, an extension was constructed at the west end of the boiler house, a new control room was built over the office range at the east end of the building, and a circular coal storage tank was constructed alongside the creek at the south-east corner of the generating building.

- 1.10 The main generating building today is largely as it was following the major modernisation programme of the 1960s. The radical alterations had removed the westernmost 16 bays of the wall separating the turbine hall from the boiler house, together with 16 bays of the original steel frame of the boiler house.

## **SCHEDULE 2**

### **Areas of Management Interest**

- 1 The Areas of Management Interest include the following features until planning permission for works to such features is granted and to the extent such works are granted:
  - (a) The following features of the exterior of the Power Station:
    - (i) the brick and terracotta external envelope of the main generating building
    - (ii) those elements of the structural steel frame which are embedded within it
    - (iii) external openings
    - (iv) position of glazing (not Creekside)
    - (v) the colour scheme and
    - (vi) materials
  - (b) The following features of the interior of the Power Station:
    - (i) the two bays/three lines of the surviving original steel skeleton-frame of the Power Station, including the two bunker end frames to either side of the eastern chimneys and the creation of a void between them as shown on Plans 1 and 2
    - (ii) all of the chimneys and the original columns within the three lines of structure which are referred to in Paragraph 1(b) (i) above and
    - (iii) the east-west spine wall columns as shown on Plans 1 and 2
  - (c) The following plant within the Power Station:
    - (i) one of the two original travelling cranes as shown on Plans 2 and 3 such crane to be agreed between the Parties no later than 3 months from the date of a planning permission





**SCHEDULE 3**

**Design Quality Standards**

T E R R Y



7 Hatton Street, London NW8 8PL  
Tel 020 7258 3433 Fax 020 7723 7059

## **Lots Road**

Design Quality Standards for incorporation into the section 106 agreement with LBHF and RBKC

### **1. The Public Realm:**

High quality materials including granite, York stone, slate, stainless steel and hardwood will be used, chosen with relevance to the context and use of the space. The context of the River Thames, Creek and Power Station will be acknowledged in this process.

### **2. The Power Station:**

The internal space of the Power Station will be designed to acknowledge the retained original steelwork. The retained steelwork will be displayed with a sufficient level of lighting which does not adversely affect the residential accommodation.

The internal façade of the Power Station will be developed using high quality materials detailing and engineering which acknowledge the context. External windows will be treated similarly.

### **3. Lighting:**

Walkway, Landscape, Creek and Riverside lighting will utilise soft indirect and task lighting to provide security without glare or overspill. The concepts of 'secured by design' and 'crime prevention through environmental design' will be achieved. Lighting will be designed to avoid light pollution and overspill.

### **4. Tower Facades:**

The tower facades will be designed using materials and engineering of the highest quality. It is acknowledged that the following features will be incorporated:

- a. Trickle ventilation to each floor level.
- b. The incorporation of a slim extract ventilation system to each floor.
- c. A window cleaning cradle facility.
- d. A percentage of opening windows.
- e. Stainless steel external, vertical fins and handrails.

### **5. Public Art:**

Public art will be incorporated in the public realm – open spaces and within the Power Station. Comprising new commission works and retained elements from the Power Station machinery.

6. The Creek:

The creek will be designed recognising its ecological value which will be acknowledged in the materials used.

7. Public Access:

The public will have riverside access at all times. Access to the remainder of the space will be controlled between dusk and dawn.

The riverside gardens will be available at accessible times for public events.

## **SCHEDULE 4**

### **Phasing Plan**

#### **RBKC**

##### **Phase A**

Phase A within RBKC Development as shown on the Phasing Plan annexed to this Deed shall consist of:

- (a) Completion of that part of the Chelsea Creek Works within Phase A and landscaping works to Chelsea Basin
- (b) Completion of the Bridge from KC3 to the north of Building HF3C (situated within the LBHF Site assumed completed)
- (c) Completion of the commercial space within the Western section of Building KC3 and the that part of the publicly accessible open space within Phase A
- (d) Completion of Block KC4 consisting of 50 Units
- (e) Completion of the Western section of Block KC3 consisting of 130 Units

##### **Phase B**

Phase B within the RBKC Development as shown on the Phasing Plan annexed to this Deed shall consist of:

- (a) Completion of the Thames Path within RBKC
- (b) Completion of all that part of the Chelsea Creek Works within Phase B
- (c) Completion of that part of the Power Station Plaza within Phase B (excluding any soft plant landscaping)
- (d) Completion of the Bridge from KC3 to western corner of Building HF2 (situated within the LBHF Site assumed completed)
- (e) Completion of the Bridge from the base of Building KC1 to the base of Building HF1 (situated within the LBHF Site assumed completed)
- (f) Completion of the commercial space within the Eastern section of the Building KC3 and that part of the publicly accessible open space within Phase B and the Power Station
- (g) Completion of the Eastern section of Block KC3 consisting of 130 Units
- (h) Completion of Block KC2B consisting of 20 Units
- (i) Completion of Block KC1 consisting of 42 Units

##### **Phase C**

Phase C within the RBKC Development as shown on the Phasing Plan annexed to this Deed shall consist of:



- (a) Completion of that part of the of the Power Station Plaza within Phase C to include the soft landscaping of all the Power Station Plaza within Phase B and Phase C
- (b) Completion of Block KC2A consisting of 48 Units and Commercial space

## **LBHF**

### **Phase 1**

Phase 1 within the LBHF Development as shown on the Phasing Plan annexed to this Deed shall consist of:

- (a) Completion of the Riverside Walk in front of Building HF5
- (b) Completion of an area of landscaping surrounding Building HF5 including Riverside Gardens together with temporary hoardings to Phase 3
- (c) Completion of the public walkway along the Creek in front of Building HF3A
- (d) Completion of Block HF3A consisting of 42 Units
- (e) Completion of Block HF5 consisting of 43 Units

### **Phase 2**

Phase 2 within the LBHF Development as shown on the Phasing Plan annexed to this Deed shall consist of:

- (a) Completion of that part of the Chelsea Creek Works in Phase 2
- (b) Completion of the Riverside Walk in front of Building HF4
- (c) Completion of the area of landscaping in front of Building HF4 and behind the Riverside Walk
- (d) Completion of an area of landscaping to the north of Building HF3B
- (e) Completion of the public walkway along the Creek in front of Building HF3B
- (f) Completion of Block HF3B consisting of 42 Units
- (g) Completion of Block HF4 consisting of 50 Units

### **Phase 3**

Phase 3 with the LBHF Development as shown on the Phasing Plan annexed to this Deed shall consist of:

- (a) Completion of that part of the Chelsea Creek Works within Phase 3
- (b) Completion of that part of the Riverside Walk in front of Building HF1
- (c) Completion of the public walkways along Chelsea Creek and around Building HF1 HF2 and HF3B
- (d) Completion of the Childrens Playspace to the east of Building HF5
- (e) Completion of the Creekside Gardens between Building HF3B and Building HF2
- (f) Completion of Block HF3C consisting of 93 Units

- (g) Completion of Block HF2 consisting of 36 Units
- (h) Completion of Block HF1 consisting of 76 Units

**SCHEDULE 5**

**Chelsea Creek Management Plan**



**DRAFT**

---

05 January 2005


Land at Lots Road  
Power Station,  
Chelsea, London

Ecology  
Management Plan

C1784\_19

**Quality Assurance – Approval Status**

This document has been Prepared and checked in accordance with  
CPM's IMS (BS EN ISO 9001: 2000 and BS EN ISO 14001: 1996)

Author  Date 6.1.05Approved QA Checked 

## Contents

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### APPENDICES

Appendix CPM 1	Site Location and Boundaries Plans
Appendix CPM 2	Development Layout Plan (Drawing Ref: 1784/40 JA/SH 01/04)
Appendix CPM 3	Sites Subject to Nature Conservation Designations (Drawing No: CPM1784/40 12/04 JA/SH)
Appendix CPM 4	Plan Showing Existing Site Habitats

## Section 1 Introduction

- 1.1 This Draft Ecology Management Plan (EcMP), prepared by CPM Environmental Planning and Design Ltd (CPM) on behalf of Circadian Ltd, sets out a long-term management strategy to safeguard and enhance the retained and newly created habitats at Chelsea Creek (hereafter referred to as the "wildlife management site") within the proposed redevelopment of Lots Road Power Station, Chelsea SW10.
- 1.2 The implementation of this EcMP is central to the mitigation and enhancement strategy devised in relation to the proposed redevelopment of the Lots Road redevelopment site. The proposed enhancement and management principles have been agreed with the English Nature, the Environment Agency, RBKC and LBHF at the strategic level. However, this is the first draft of the EcMP, which would form the basis for further consultation once consent for development is granted.
- 1.3 The EcMP is structured as follows:
  - Section 2 Site summary where the existing ecology of the site is described, together with other pertinent information;
  - Section 3 The proposed mitigation and ecological enhancement strategy;
  - Section 4 Management objectives;
  - Section 5 Management prescriptions.

## Section 2 Site Summary

### Name

- 2.1 Land at Lots Road Power Station and Land at Thames Avenue SW10.

### Location

- 2.2 The development site is located at Grid Ref. TQ 263769 and falls on the boundary between the Royal Borough of Kensington and Chelsea and the London Borough of Hammersmith and Fulham, falling under the jurisdiction of both.
- 2.3 The development site is bounded to the east by the River Thames, to the south by the Chelsea Harbour Development (residential and commercial), to the west by undeveloped land and to the north by residential land use.
- 2.4 Chelsea Creek, including the Basin, bisects the development site.
- 2.5 The development site location, including borough boundaries, is shown at Appendix CPM 1.

### Area

- 2.6 The development site covers a total area of c.4.5ha. Of this, 3.6ha will be built development and open space, the remainder being the wildlife management site, comprising Chelsea Creek and the basin.
- 2.7 The layout of the proposed development is shown at Appendix CPM 2. The development includes habitat enhancement and creation within Chelsea Creek – see Section 3 for details.

### Context

- 2.8 The development site lies within Natural Area No. 66 - the London Basin, as defined by English Nature. Covering an area of 5000 km<sup>2</sup>, the London Basin is the second largest Natural Area in England, comprising parts of seven counties as well as the City of London.



- 2.9 The landscape of this Natural Area consists of semi-natural habitat associated with pastoral agricultural systems as well as highly fragmented urbanised habitats, particularly within the capital city. Despite the built up nature of inner London, the characteristic urbanised private gardens and areas of open space support an ecology that is of value within the context of the capital.
- 2.10 The London Basin is characteristically underlain by chalk, which provides the major aquifer for the city and surrounding areas. Overlying the chalk is a thick layer of London Clay, the most widespread Tertiary deposit in the Basin. Superficial drift deposits comprising sands, gravels and clays overly the London Clay.

### Historical Development of the Wildlife Management Site

- 2.11 Chelsea Creek was historically the mouth of Counter's Creek, a former tributary of the Thames, although there is now a negligible in-flow of water, this having been diverted to sewer. The creek and basin have been heavily modified by man and are the remnants of a canal that at one time ran for two miles inland. The creek and basin are now entirely filled and emptied by the tidal Thames.
- 2.12 The creek received discharged water from the adjoining Lots Road Power Station until November 2002, when it closed. This water was abstracted from the River Thames and used to cool the power station machinery, before being discharged into the creek at an elevated temperature. At mid and high tides this water was restricted from discharging into the Thames and effectively "backed up", filling the creek and basin with this warmer water up to the high tide level.
- 2.13 The discharge therefore restricted silt-laden River Thames water from entering the creek and, together with the scouring effect of the rapid flow of high volumes of cooling water at low tide, there was little deposition of silt within the creek.
- 2.14 Prior to the cessation of the power station operation the discharge of cooling water removed most fine silts from the creek channel, exposing underlying gravels and rocks. The shore substrates were varied and include fine, well-oxidised silts at the mouth, anoxic silts, a large stony bank and, within both the creek and the basin and around Lots Road Bridge in particular, large quantities of dumped materials. Much of the stony bank (the "camp-shed" area) along the central southern shore of the creek has been artificially consolidated using chalk and limestone rubble.
- 2.15 In November 2002, the power station stopped operating, resulting in a cessation of flow of discharge water. The creek now receives the sediment laden waters from the Thames and as a result, without the scouring effect of the power station discharge at low tide, the sediments have already buried the exposed gravels. In summer 2004 there was a depth of 0.4m to 0.6m of silt at the mouth of the creek where there was once exposed chalk/limestone gravel.
- 2.16 It is predicted that the silt deposition within the creek will continue and, in the absence of intervention or flow of water to remove the silt, intertidal habitat within the wildlife management site will be lost, possibly completely, being replaced by dry land.

### Conservation Status

- 2.17 The location of designated sites of nature conservation interest is shown at Appendix CPM 3.
- 2.18 There are no statutory sites, such as SSSI's, covering the site or within 1 km of the site.
- 2.19 However, Chelsea Creek and the basin are part of the River Thames and Tidal Tributaries Site of Metropolitan Importance (SMI). The Thames is recognised as an SMI since it supports diverse communities of fish, water birds, invertebrates and wetland plants. It is also London's most obvious and perhaps most important wildlife corridor, providing a valuable link to other habitats within and outside the capital. Chelsea Creek supports important intertidal habitats and represent an off-line backwater for fish refuge at mid and high tides.
- 2.20 Chelsea Creek is also designated a "green corridor" and as such is protected under UDP policy.
- 2.21 There is one further non-statutory site within the zone of influence of the development, namely, the British Gas Pond, a Site of Borough Importance (SBI) - Grade I. The British Gas Pond is the most upstream remnant of the infilled canal and is situated to the west of the railway, within the gas works site. The pond is connected to Chelsea Creek by a small exchange of water at Chelsea Creek sluice in the basin. This pond is a designated SBI by virtue of the emergent and marginal vegetation and coarse fishery. It falls entirely within the LBHF.

### Flora

- 2.22 Existing site habitats are illustrated at Appendix CPM 4.

#### Chelsea Creek

- 2.23 The river wall is built of brick-faced mass concrete at the mouth of the creek and along the power station frontage (the RBKC Site). Exceptions include the central section of the southern wall (adjacent to the LBHF Site) which is cast concrete. The brick walls and the timber fenders provide niches which support plant growth. Several common species of plant were recorded, all but one (*Buddleia*) being confined to those parts of the wall above spring tide high water level.
- 2.24 The Victorian stock brick walls provide a man-made 'cliff' for a number of species whose distribution in the creek is limited to this substrate. The west walls, on either side of the lock, are of particular interest and support species such as pellitory-of-the-wall, gipsywort, hemlock water dropwort (*Oenanthe crocata*), remote sedge (*Carex remota*) and a thallus liverwort (*Marchantia polymorpha*), along with two other unidentified liverworts.

### The Basin

- 2.25 The southern bank of the Basin consists of sheet piling, brick and wooden posts. At the western end, a lock gate is present and the northern bank comprises mud that is exposed at low tide. The vegetation of the open mud is characterised by a zonation of algal communities growing on the surface of the intertidal mud. The mud nearest the channel is dominated by algae of the group *Xanthophyceae*. Above this, in a band approximately 2m wide, is a zone of filamentous green algae and, above this, leading up to the foreshore, is a zone characterised by *Cladophora*. The lower foreshore (confined to the northern shore of the Basin) is approximately 3m wide and consists of a gently sloping shingle shore. It is sparsely vegetated but characterised by the abundance of grey club rush (*Schoenoplectus tabernaemontani*). Growing amongst the club rush are frequent individuals of creeping yellow-cress (*Rorippa sylvestris*).
- 2.26 Going further up the foreshore, sea beet (*Beta vulgaris* sp. *maritima*) appears and the vegetation changes into a distinct upper foreshore community.
- 2.27 Grey club rush is still present as occasional individuals in the upper foreshore but the vegetation is characterised by a mixed community dominated by docks, notably *Rumex obtusifolius*, *R. sanguineus* and *R. crispus*, in association with the plantains *Plantago lanceolata* and *P. major*. Where mud replaces shingle as the substrate (mainly in spurs extending out into the lower foreshore), dense mats of annual meadow-grass (*Poa annua*) and float grass (*Glyceria fluitans*) occur. The upper fringe of the foreshore is subject to less frequent tidal inundation than the lower zones and, consequently, supports a less specialised flora. A fringe community of ruderal plants comprising rough hawkbit (*Leontodon hispidus*), Michaelmas daisy (*Aster novi-belgii*), Oxford ragwort, (*Senecio squalidus*) ribwort plantain and creeping buttercup (*Ranunculus repens*) occur here.
- 2.28 The banks of the basin have been less engineered than those of Chelsea Creek, and support scrub, ruderal habitat and pockets of grassland. The zone immediately above the mean high water level on the north bank of the basin is almost exclusively dominated by bramble (*Rubus ulmifolius* and *R. arvensis*) on the steep bank. Where the bank ascends to a narrow plateau there is a transition to a ruderal community typified by spreading meadow grass (*Poa humilis*), cleavers (*Galium aparine*), stinging nettle and the willowherbs (*Epilobium hirsutum* and *E. montanum*). At the eastern edge of the north bank, ash (*Fraxinus excelsior*) and sycamore (*Acer pseudoplatanus*) saplings have become established.
- 2.29 The south western corner supports a small stand of bracken (*Pteridium aquilinum*), whilst species present in grassland areas include perennial rye-grass, false oat-grass (*Arrhenatherum elatius*), field horse-tail (*Equisetum arvense*), lesser burdock (*Arctium minus*), cow parsley (*Anthriscus sylvestris*), hogweed (*Heracleum sphondylium*), red dead nettle (*Lamium purpureum*), common vetch (*Vicia sativa*), red and white clover (*Trifolium pratense* and *T. repens*), woody nightshade (*Solanum dulcamara*) and hedge bindweed (*Calystegia sylvestris*).

## Fauna

### Aquatic Invertebrates

- 2.30 Prior to shut-down, the richest assemblages of invertebrates were associated with algae and plants growing on the timber fenders and brick walls. The larvae of at least seven species of midges, primitive insects known as springtails, and small worms associated with trapped silt were collected from these areas. The adult midges form the swarms characteristic of the Thames estuary on warm summer evenings, when they are an important food source for insectivorous birds.
- 2.31 As is typical in the Thames, the silts were found to support faunal communities dominated by tiny species of worms, which are tolerant of the low oxygen levels. However, there was an unusually diverse assemblage of small snails on the stony substrate of the bank. The reasons for this abundance were considered to be due to:
- Elevated water temperature enabling the snails to reproduce more quickly and providing abundant growth of algal food resources;
  - The presence of chalk and limestone gravels, providing a ready source of calcium for their shell formation. It is unusual for this substrate to be exposed in the lower Thames, and this was caused by the scouring effect of high velocity cooling water flow at low tide which erodes deposited silt, exposing gravels beneath the creek;
  - Channel engineering creating a raised intertidal plateau which enabled the snails' algal food source to grow in greater abundance; and
  - The hot water may have suppressed some of the snails' predators.
- 2.32 Post shut-down there has been a marked shift in the invertebrate community composition, explained by the change in the nature of the substrate in the creek from chalk and limestone gravels to deep silty muds more typical of the Thames. The community is now dominated by large numbers of oligochaete annelid worms, these being well adapted to muddy substrates.
- 2.33 There has also been a reduction in the numbers of certain species, most notably gastropod snails, but also including a predatory leech species and a pea mussel, both of which prefer less muddy conditions.
- 2.34 The current creek community represents a new, less species rich one, reflecting the predominance of silty substrates as opposed to the more diverse gravel substrate present before the power station shut down.



## Fish

- 2.35 Fish species within the creek were sampled when the power station was operational but not since. The survey identified seven freshwater fish species: roach (*Rutilus rutilus*), bream (*Abramis brama*), dace (*Leuciscus leuciscus*), eel (*Anguilla anguilla*), bleak (*Alburnus alburnus*), rudd (*Scardinius erythrophthalmus*), perch (*Perca fluviatilis*) and bullhead (*Cottus gobio*). Estuarine species were also found, such as occasional flounder (*Platichthys flesus*) and, unusually for this reach of the Thames, reasonable numbers of sea bass (*Dicentrarchus labrax*).
- 2.36 Very few adult fish were recorded. The vast majority of the catch were fish fry, suggesting that the creek was an important nursery ground. This may continue to be the case, at least at high and mid tides. Since the scour holes which retained water at low tide have been in-filled with silt there is insufficient water to support fish at low tide.
- 2.37 Several factors in combination were thought to account for the unusual fish community structure prior to shut down. They include:
- The diverse substrates that were present within the creek included silty muds and gravels, the latter being unusual in the slow flowing silty habitats of the lower Thames. The diversity of habitats allowed fish with differing foraging preferences to feed. At high tide the creek was, and still is, essentially a backwater with little flow velocity of benefit for resting fish and fry;
  - The thermal plume discharging from the creek would have attracted sea bass, the young of which feed in inshore waters. It is possible that other species which make seasonal migrations would also have been attracted;
  - Oxygen concentrations within the water in the creek are likely to have been higher than expected for water of this temperature (the capacity of water to dissolve oxygen decreases with increasing temperature), since the cooling water was highly agitated during the cooling process. Oxygen is a critical factor and determines which species are present as well as the success of fish egg development; and
  - Piscivorous fish, such as perch, may be attracted to the creek due to the numbers of fry present.
- 2.38 Now that the power station has shut down the water temperature is at ambient levels.
- 2.39 It is predicted that the fish community will have altered in response to the following:
- The lower water temperature within the creek will have reduced the standing crop of algae and hence reduced abundance of invertebrates. This will have reduced foraging opportunities for fish and may result in reduced fish numbers. There is likely to have been a change in community structure within the creek, with species such as sea bass no longer present due to the absence of warmer waters; and
  - Increased sedimentation has resulted in loss of gravel substrate. Certain fish species favour gravels as spawning grounds, therefore siltation will result in selection against these. Over a longer period the sediment accretion will result

in loss of inter-tidal habitats and hence loss of habitat for all fish - this has wider implications as loss of fish fry nurseries and spawning grounds in the River Thames and its Tributaries SMI.

#### Birds

- 2.40 Previous surveys undertaken prior to shut-down identified the area as an important foraging ground for birds as a consequence of the abundance of fish. Several species occurred in high concentrations, particularly grey heron (this species roosting on sheltered ledges on the power station building at high tide), but also cormorant and black-headed gulls foraging in water backwashing from the pipes.
- 2.41 In surveys prior to shut-down twenty-one species of "water-birds" were recorded. These primarily used the area for foraging, either in the creek or adjacent River Thames. Five species of "landbird" were also noted regularly feeding in intertidal areas during low tide. The number of species utilising the creek was higher than may be expected, given its small size. Four species (greylag goose, Canada goose, mallard and moorhen) may occasionally breed above the high tide line in the basin.
- 2.42 Surveys post shut down confirmed a marked reduction in the number of species and overall abundance of birds using the Creek habitats, particularly in winter. There has also been a knock-on effect on adjacent areas of the River Thames, with fewer birds recorded.
- 2.43 The cessation of cooling water discharge has resulted in the removal of the food resource once present and a change in the nature of the creek substrate and fauna due to increased siltation. A decrease in the fish abundance has lead to a decrease in the numbers of foraging birds, particularly cormorants and black-headed gulls. Numbers of foraging grey heron have also decreased drastically. Once abundant, with a maximum of twenty six roosting on the ledges on the power station, these are now rarely seen roosting, and only occasionally seen foraging at low tide.
- 2.44 The status of cormorant, grey heron and black-headed gull in Chelsea Creek is now effectively the same as those species that were only ever occasional visitors to the creek, including great crested grebe, common gull, lesser black-backed gull and herring gull. The latter species are, in turn, now only very sporadic visitors to the creek.
- 2.45 Mallard and moorhen continue to use the creek in small numbers, although the former still occurs in greater numbers on the Thames itself.
- 2.46 All of the species feeding in the aquatic habitat within the creek and basin are common, very common or abundant in London (London Bird Report) with the exception of little grebe (widespread), yellow-legged gull (regular migrant), Caspian gull (rare) and great black-backed gull (fairly common). These species occur in the area only sporadically or in very low numbers (generally only one or two) and are associated more with the River Thames than Chelsea Creek.
- 2.47 Kingfisher (*Alcedo atthis*) has been confirmed at Chelsea Creek where it was thought to be foraging rather than breeding, there being no suitable nest sites.

- 2.48 Black redstart (*Phoenicurus ochruros*) has been identified at the site, with one pair presumed to be breeding at the site. This species is likely to forage in the vegetation along the creek and elsewhere at the site.

#### Other Fauna

- 2.49 No evidence of bats was found during surveys of the buildings on the site. The buildings are considered sub-optimal for bat roosting due to the nature of their construction. No bat activity was recorded at or close to the site during the emergence surveys, despite the abundance of insect prey present.
- 2.50 No evidence of any other protected species has been observed at the site. The habitats and location render the site unsuitable to support most protected species.

#### Summary of Important Ecological Features

- 2.51 Table CPM 1 over the page summarises the important ecological features at the site, together with the relevant authority based upon which this value is assigned.

Site Features	Importance		
	National	Regional	Local
<i>Designated Sites</i>			
River Thames SMI (including Chelsea Creek and the basin)		GLA	
British Gas Pond SBI			GLA
<i>Habitats/Vegetation types</i>			
Intertidal habitat			GLA; BAP
Ruderal/scrub			IEEM
<i>Birds</i>			
Black redstart		W&C; BAP; RDB; RSPB(A)	
Kingfisher			W&C; RSPB(A)
Grey heron			BAP
Grey wagtail			RSPB(A)
Blackbird			RSPB(A)
Song thrush			RSPB(R)
Lesser black backed gull			RSPB(A)
Black-headed gull			RSPB(A)
<i>Terrestrial Invertebrates</i>			
<i>Stictopleurus punctatonevrosus</i> , a medium-sized leaf bug			RJ

Table CPM 1: Summary of Important Ecological Features

Authority:

- RSPB 'The Population Status of Birds in the UK: Birds of Conservation Concern: 2002 - 2007' RSPB publication 2002. (A = amber list; R = red list)
- RDB Red Data Book
- W & C Wildlife and Countryside Act, 1981
- BAP London Biodiversity Action Plan
- IEEM Evaluation based on criteria defined by the Institute of Ecology and Environmental Management
- RJ On authority of Richard Jones [ref. 1]



## Section 3 Summary of Design Rationale and Strategy for Enhancements to Chelsea Creek and the Basin

### Natural Trends

- 3.1 The shut down of the power station has had a profound effect on wildlife in Chelsea Creek, restoring conditions more typical of the Thames in this part of London. The creek's value as a unique part of the Thames SMI has clearly decreased since the shut down of the power station. Despite this, the creek (including the basin) is at present still of metropolitan importance, as it remains a component part of the Thames SMI and continues to support habitats and species that are associated with it.
- 3.2 However, the 'adverse' natural trend towards silt deposition in the creek will in the long term, and in the absence of intervention, result in the following adverse effects:
  - Loss of SMI and BAP intertidal habitat;
  - Loss of associated opportunities for flora and fauna identified in Table CPM 1;
  - Potential decrease in value of habitats at the British Gas Pond SBI as a result of a loss of tidal influence to the creek and hence the water supply to the SBI; and
  - Loss of amenity potential for the area – the creek is currently not widely accessible to the public. Were the intertidal habitats at the creek and basin to be lost then a significant educational and amenity opportunity would be lost.

### Site Potential

- 3.3 There is clearly an opportunity to reverse the adverse trend towards siltation and eventual loss of intertidal habitats and associated opportunities for flora and fauna. By removing accumulated silt the creek can remain tidal, retaining the valued habitats and wildlife opportunities.
- 3.4 The creek walls at present are heavily modified by man and have some, albeit limited, opportunities for flora and fauna. By using best practice techniques in river wall design, as promoted by the Environment Agency, the river walls can be significantly enhanced.
- 3.5 Opportunities for nesting, roosting and foraging birds, including those notable species identified in Table CPM 1, can be retained and enhanced by providing suitable nest sites, perches and feeding habitat.

- 3.6 The amenity potential of the site is currently under-exploited. The site is currently private property and is not accessible. It is also visually unattractive due to lack of management and general neglect. The amenity value of the creek and basin would benefit from managed walkways and overall tidying, and from interpretative material to raise awareness of the site's ecological value. The amenity value will need to be balanced against existing and future wildlife value and as such secluded areas that are relatively free from disturbance will need to be created.

### Design Response within Proposed Development

- 3.7 The site potential set out above has been recognised in the design of the redevelopment of the site. The proposed layout is illustrated at Appendix CPM 2 with the proposals for Chelsea Creek Summarised below.
- 3.8 Chelsea Creek forms a key aspect of the landscaping and environment proposals for the redevelopment and is incorporated within a significant area of proposed public open space, known as the 'creekside gardens'. The terrestrial parts of this area will be managed separately under a landscape management plan (as set out in Appendix 6 of evidence submitted by Neil Tully). The proposals for the creek have been formulated to maximise the ecological and amenity value of the creek whilst minimising any impacts upon flood storage and river hydrodynamics. In summary they comprise the following:
- **Introduced flow:** The retention of a fully tidal creek maintaining the current tidal regime but maintaining an artificially introduced flow of water to the creek to minimise accretion of sediments within the tidal water. The introduced flow to be sourced largely through abstraction from the Thames, supplemented by cooling water, surface water drainage, and boreholes. The introduced flow will restore gravels and the stony substrate that have been smothered by silts. This will encourage recolonisation by a more diverse range of flora and fauna, and in the long-term will prevent the loss of intertidal habitat which will otherwise occur. The proposed strategy will allow a tidal regime to persist within the basin and the 'British Gas Pond', and as such, the area of intertidal and other habitats will be unchanged;
  - **Intertidal terracing:** In order to maintain the flow of water at a rate sufficient to prevent silt build up, some narrowing of the creek is required. This will be achieved by constructing terraces along the banks of the creek. The terraces to be made from natural stone gabions and planted with communities typical of the lower, mid and upper marsh habitats that have been lost from most of the Thames due to development;
  - **Ecological enhancement of creek walls:** The vertical faces of the terraces and the retained power station building within the intertidal zone to include features such as timber cladding using untreated timber to encourage plant growth and associated invertebrates and birds;

- **Opportunities for birds and bats:** Bird nesting habitat and singing posts to be included in association with areas screened from public disturbance, to encourage more waterside species, including kingfisher. Bat roosting opportunities to be incorporated and "bat friendly" white lighting to attract insect prey;
- **Improved amenity:** The Thames Path National Trail and Cycle Route to be linked across the site, fulfilling the long-term ambitions of local authorities and agencies in the area. Public access would be provided via the creekside gardens and the riverside square, to enable people to get closer to the river. The Thames Path National Trail and Cycle Route would be set at a level close to high tide level bringing people closer to the water. This would be achieved whilst maintaining the required Thames flood protection provision to the rear of this path. Some sections of the path adjacent to the creek would be screened (as described above) through appropriate landscape planting in order to reduce disturbance to foraging birds within the creek;
- **Improved educational value:** The scheme incorporates the objectives of the management plan for the basin, drafted by the Royal Borough of Kensington and Chelsea (RBKC) in 1992 and revised in 1995 [Refs. 2 and 3], but not implemented by the Council due to lack of funds. Broadly, the RBKC proposals are to maximise the ecological and educational value of the Basin by maintaining and enhancing existing habitats and improving access; and
- **Long term management and monitoring:** Created habitats at the creek and the Basin will be subject to ecological management in order to maximise the ecological potential of the area. This would ensure the long-term provision of habitats for many of the species which occur on the site and would encourage new ones. Creek habitats to be monitored through periodic survey to identify whether management prescriptions require modification or to identify new opportunities for enhancement.

## Section 4 Management Objectives

- 4.1 The aims and objectives of the EcMP are to maintain and enhance the nature conservation value of important features in listed in Table CPM 1. Management also aims to maintain and enhance newly created habitats at Chelsea Creek and the Basin, as described above.
- 4.2 Specific objectives are as follows:
1. *To maintain the conservation status of Chelsea Creek through creation and management of habitats;*
  2. *To improve the conservation status of the identified key species at the site, such as grey heron, black redstart, kingfisher and invertebrates;*
  3. *To increase the amenity and interpretative value of Chelsea Creek; and*
  4. *To monitor the efficacy of the EcMP by undertaking biological recording of habitats and species.*

### Rationale

- Objective 1 - maintain the conservation status of Chelsea Creek, in the face of a strong natural trend towards siltation*
- 4.3 The habitat enhancement measures for the creek described above will require maintenance and monitoring.
- 4.4 Whilst being central to the ecological enhancements for Chelsea Creek, the engineering mechanism for maintaining the flow of water within the creek at low tide is beyond the scope of the EcMP. It is described in the Update ES.
- 4.5 Once engineering works to the creek are complete it will be necessary to plant the newly created terraces and undertake necessary aftercare to ensure the habitats establish successfully to maximise their ecological benefit [**species to be confirmed through consultation**].
- 4.6 Subsequent maintenance is likely to be minimal, save for periodic clearance of flotsam to maintain the aesthetic appeal of this high quality development. Silt is likely to accumulate to a certain degree within vegetated terraces, but this will provide habitat for a range of wildlife and it is not proposed that this should be removed. Silt at the creek bed will be flushed by the introduced flow of water at low tide.



- 4.7 Other enhancement features within the creek include use of timber fenders attached to the power station wall within the creek to provide new opportunities for intertidal flora and fauna.
- 4.8 The basin will benefit from scrub clearance to reverse the trend towards scrub encroachment and subsequent loss of existing marginal vegetation.

*Objective 2 - To improve the conservation status of the identified key species at the site, such as grey heron, black redstart, kingfisher*

- 4.9 Opportunities for nesting birds, including black redstart and kingfisher will be included along the creek (and elsewhere within the site). The habitat creation described above will retain foraging opportunities for both species, as well as grey heron. Posts along the creek will act as perches for birds.
- 4.10 Improved public access to the riverside will inevitably increase disturbance levels at the creek and hence could affect more sensitive species such as birds that forage here at low tide. Localised screening along the path will create secluded areas where disturbance is minimised. These screens will comprise woody vegetation or willow "hurdles" – these will need to be managed to ensure that they function effectively.

*Objective 3 - To increase the amenity and interpretative value of the site*

- 4.11 The extension of the Thames path will open up what has been an area off limits to pedestrians.
- 4.12 Provision will be made to increase the awareness of local residents and the public of the site and its importance for nature conservation, thereby provide a valuable educational resource. This will be achieved through interpretative signage adjacent to the footpath and will focus on the wildlife to be found at the site.
- 4.13 The basin will have access points and viewing areas specifically designed to enable school parties to safely use the area, and to enable access to the water's edge.

*Objective 4 - To monitor the efficacy of the EcMP by undertaking biological recording of habitats and species.*

- 4.14 Flora and fauna at the site will be recorded prior to works and once habitat creation and initial set up is complete in order to establish the existing baseline situation. The baseline surveys will be devised to be both robust and repeatable in order that future monitoring of the flora and fauna will provide comparable data which can be recorded and interpreted in a manner which can then be used to assess the success of management, with action then taken as appropriate.
- 4.15 A database of biological records will be set up and held by persons to be agreed.
- 4.16 In the event that the findings of the ongoing monitoring programme deviate from the objectives of the EcMP then the plan will be reviewed, in consultation with the Environment Agency, RBKC and LBHF, and will be adapted as appropriate.

### Management Constraints

- 4.17 Management cannot be undertaken which compromises the SMI or the survival or success of the species listed in Table CPM 1. Therefore:
- i All works near to or within the SMI should be undertaken in accordance with Environment Agency pollution prevention guidance in order that the integrity of the SMI within the creek or upstream or downstream of the site is not compromised; and
  - ii Since all British birds are legally protected from disturbance while actively nesting (March to July), clearance and subsequent management of scrub and trees will be timed to avoid the breeding season. If nesting black redstart or kingfisher are likely to be disturbed then suitable mitigation must be agreed with English Nature.
- 4.18 Provided that there is conformance with the above then there should be no contravention of the Wildlife and Countryside Act, 1981, as amended.
- 4.19 In the event that works to the river wall are required e.g. to ensure engineering stability, then it may be necessary to temporarily disturb habitats created along the creek in order to make safe the walls. River walls will need to be periodically checked, in which case the vegetation along the creek may need to be cleared to allow inspection.

## Section 5 Management Prescriptions

5.1 These refer to the objectives in the previous section and are summarised in brief in Table CPM 2.

1. *To maintain the conservation status of Chelsea Creek through creation and management of habitats:*
  - a Clear existing vegetation at creek and Basin, as required, outside period March to August inclusive to avoid breeding birds;
  - b Install pumping mechanism and pipe work – ideally in autumn/early winter to avoid most sensitive periods for birds;
  - c Install terraces - ideally in autumn/early winter to avoid most sensitive periods for birds;
  - d Once terraces complete, plant with intertidal species [**species to be confirmed**]. Preferred timing: late winter/early spring;
  - e Monitor planting to ensure plants have established. Replace plants as required. At completion of works then annually;
  - f Install timber fenders to river walls – maintain as required; and
  - g Remove litter/flotsam from terraces/other areas as required.
2. *To improve the conservation status of the identified key species at the site, such as grey heron, black redstart, kingfisher and invertebrates:*
  - a Erect bird and bat boxes in locations to be agreed with LBHF and RBKC along the creek. Create kingfisher nest site along creek bank;
  - b Install song posts/perches within creek, once terraces have been constructed;
  - c Create a managed screen of vegetation planting in designated areas to create secluded reaches along the creek. Check screen annually – plant additional vegetation as required; and
  - d Design lighting along the creek to be beneficial for bats.
3. *To increase the amenity and interpretative value of Chelsea Creek*
  - a Erect two interpretative signs, one at Chelsea creek and the second at the Basin. Maintain as required.

4. *To monitor the efficacy of the EMP by undertaking biological recording of habitats and species:*
  - a Devise monitoring programme and set up biological database using existing survey data;
  - b Monitor flora and invertebrates in intertidal terraces and terrestrial areas annually for first 5 years then every 5 years thereafter. Monitor creek fauna, bats and birds after year 1 and year 5 post completion then every 5 years thereafter; and
  - c Review the management plan if necessary, in consultation with Environment Agency, LBHF and RBKC.



Prescription	Action	Timing	Estimated Cost	Responsibility
<b>Improve Chelsea Creek</b>				
Clear existing vegetation, as required	Clearance with hand tools to enable engineering works	Outside March to August inclusive	c. £8,000	Circadian / Contractor
Install pump mechanism	Install pipes and pump	During construction, preferably in autumn/early winter to avoid disturbance to birds	Incorporate into build costs	Circadian / Contractor
Install terraces	In accordance with agreed specification, construct terraces from stone gabions	During construction, preferably in autumn/early winter to avoid disturbance to birds	Incorporate into build costs	Circadian / Contractor
Plant terraces	Plant intertidal species into terraces in accordance with agreed specification and species	Late winter/early spring	£50,000	Circadian / Contractor
	Monitor planting to ensure established. Replace as necessary	At end of completion then monitor annually	Allow £5,000 for year one and £1,000 in subsequent years	Circadian / Contractor
Install timber fenders	In accordance with specification, install fenders on creek walls	During construction	Incorporate into build costs	Circadian / Contractor
Remove litter	Remove flotsam and accumulated litter from terraces and basin	As required – check monthly	c. £500 per month	Circadian / Contractor
	Remove debris from creek bed	Annually	c. £2,000	
<b>Improve Conservation Status of Key Species</b>				
Create new nest and roost sites	Identify and agree locations for bird boxes and bat boxes – purchase and erect	During creek landscaping	Boxes £300 Agree and install £750	Ecologist / Circadian / Contractor
	Identify and agree location for artificial kingfisher nest site – construct	Once creek engineering works complete	£750	Ecologist / Circadian / Contractor
	Erect song/hunting perches within creek as per specification	Once creek engineering works complete	£1,000	Circadian / Contractor
Create secluded areas free from disturbance	Install vegetated screens in accordance with agreed specification	During creek landscaping	£5,000	Circadian / Contractor
	Check screen is effective. Replace if required	Check annually	£500 per year	Ecologist / Circadian / Contractor
Design lighting beneficial for bats	Agree lighting scheme	During creek landscaping	£500	Circadian / Contractor / Ecologist
	Install	During construction	Incorporate into build costs	Circadian / Contractor
<b>Increase Amenity and Interpretative Value</b>				
Increase interpretative value	Design and erect two signs	Once creek engineering works complete	Design: £1,300 Erect: £2,000-3,000	Ecologist / Circadian / Contractor
	Maintain as required	Review annually	Allow £2,000-3,000	Circadian / Contractor

Table CPM 2: Summary of Management Prescriptions [DRAFT]

## Section 6 References

1. Jones, R A (2004) Lots Road Power Station Development – Reassessment of invertebrate biodiversity
2. Nardell, A. (June 1992) Management Plan for Chelsea Creek Nature Area. RBKC
3. Groundwork (November 1995) Chelsea Creek Ecology Park – Initial Feasibility Study for Royal Borough of Kensington and Chelsea

## Appendix CPM 1 Site Location and Boundaries Plans



**Waterman Environmental**  
Consulting Engineers and Scientists

KIRKALDY HOUSE 99 SOUTHWARK STREET LONDON SE1 0JF  
Telephone 020 7928 7888 Fax 020 7902 0981

Job No:- EN1493

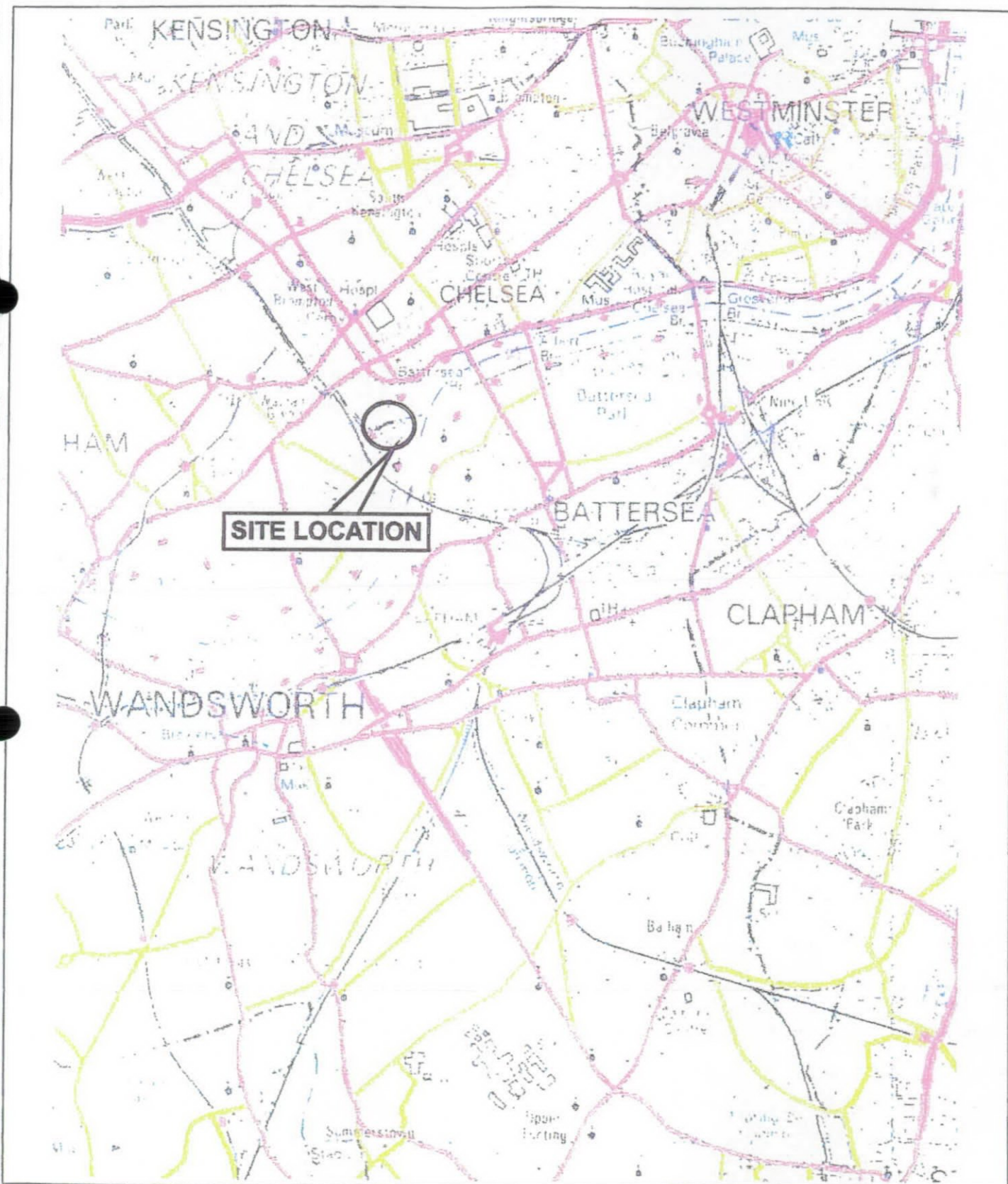
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Title: Site Location Plan

Date:- Oct 2004

Scale:- NTS

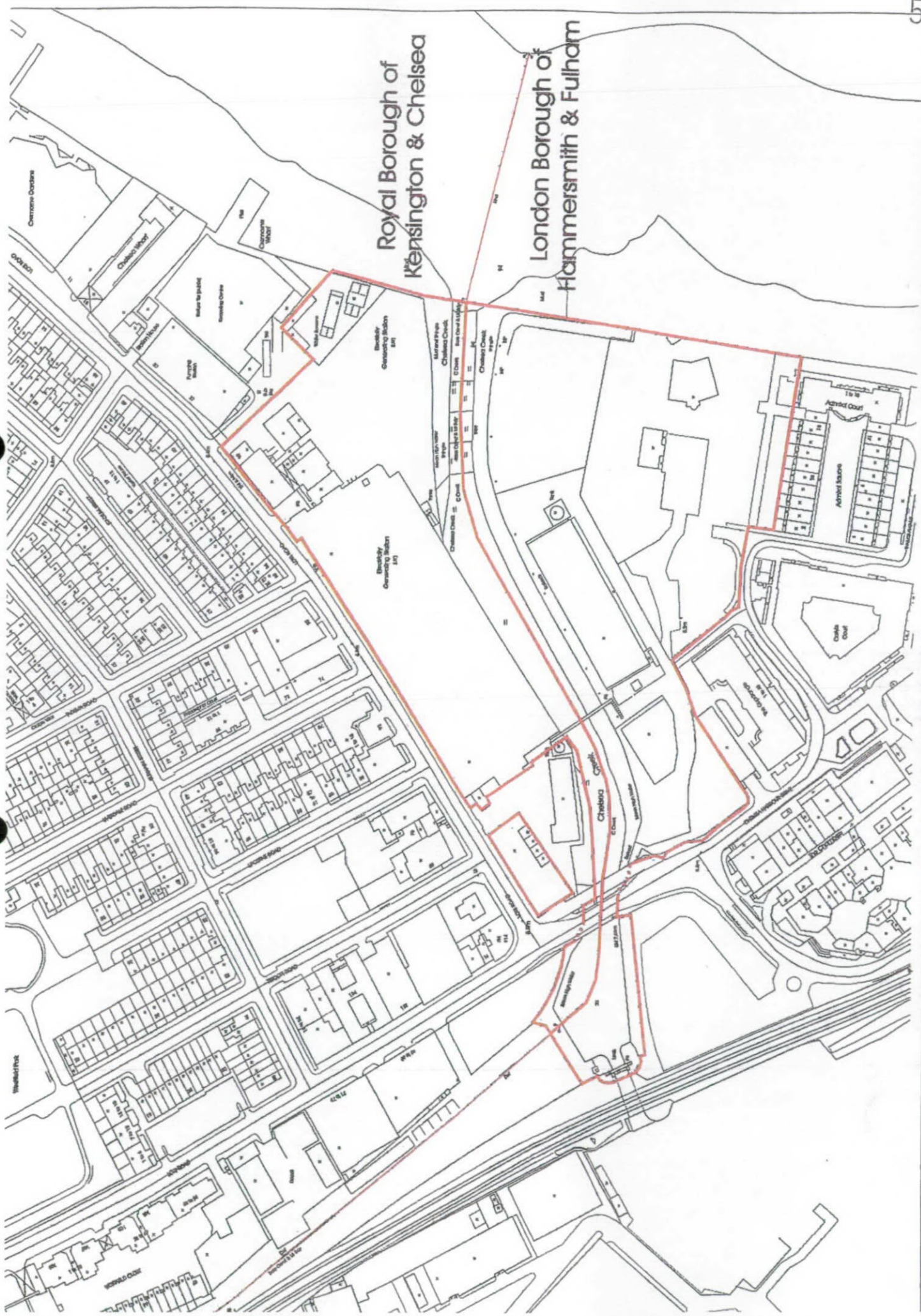
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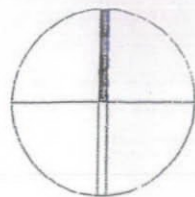
Royal Borough of  
Kensington & Chelsea

London Borough of  
Hammersmith & Fulham



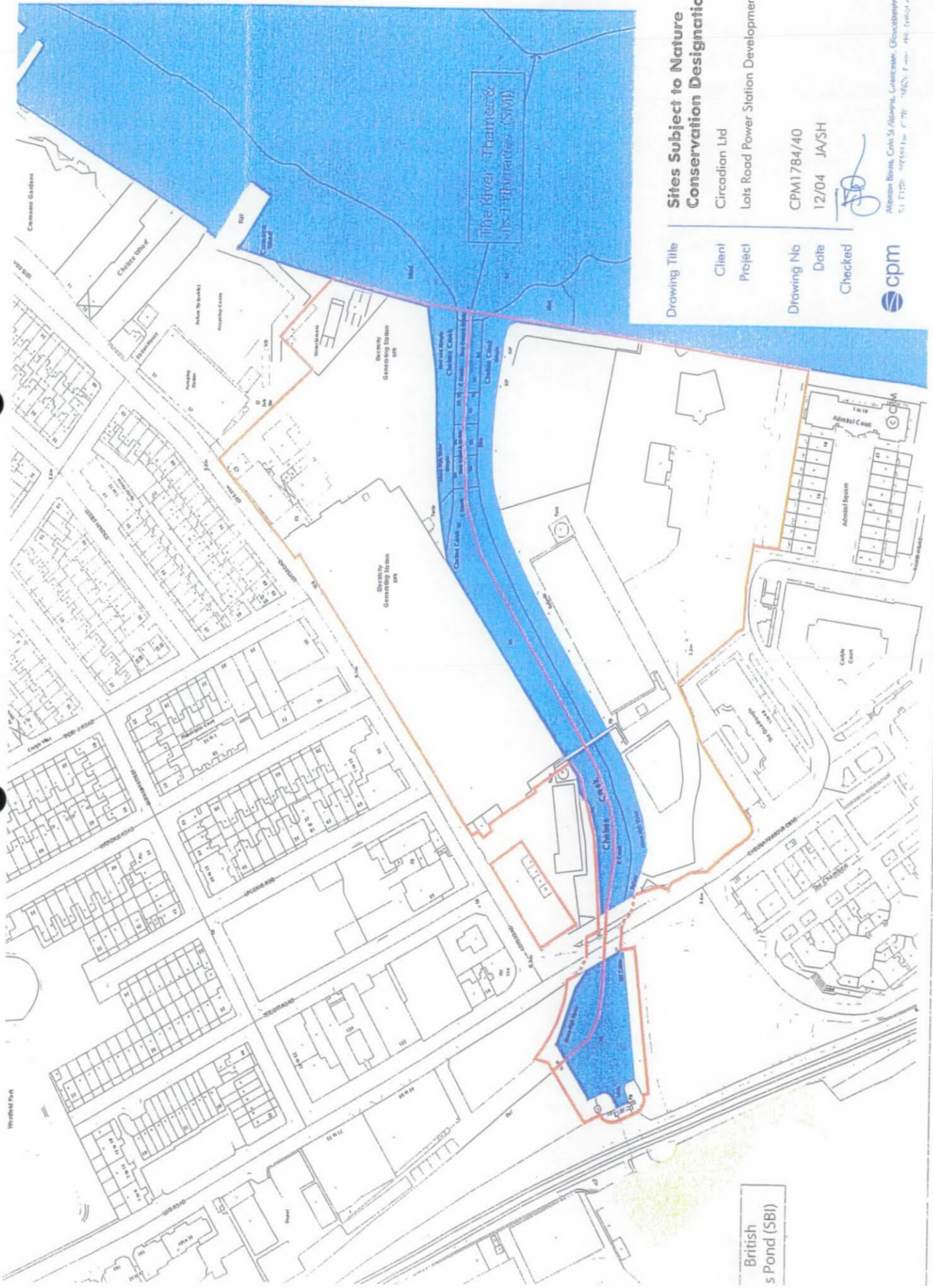


Appendix CPM 2 Development Layout Plan (Drawing Ref 1784/40  
JA/SH 01/04)



**Appendix CPM 3 Sites Subject to Nature Conservation  
Designations (Drawing No CPM1784/40 12/04  
JA/SH)**





### Sites Subject to Nature Conservation Designations

Circadian Ltd

Lots Road Power Station Development

CPM1784/40

12/04 JA/SH



Altman Home, Co. St. Albans, Vt., U.S.A.  
The American people will find it very interesting

Drawing Title

Client

Project

Drawing No

Date \_\_\_\_\_

Checked

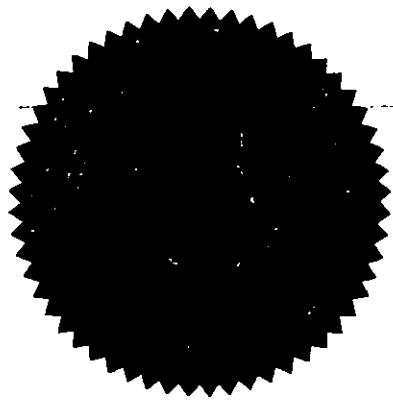




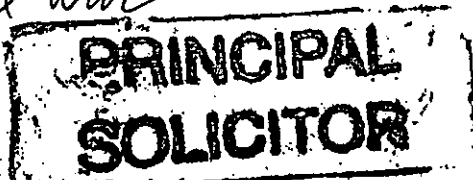


IN WITNESS whereof the parties hereto have executed this Deed the and year hereinbefore written

The Common Seal of: )  
THE MAYOR AND BURGESSES OF THE )  
ROYAL BOROUGH OF KENSINGTON AND )  
CHELSEA )  
was affixed to this Deed in the presence of: )



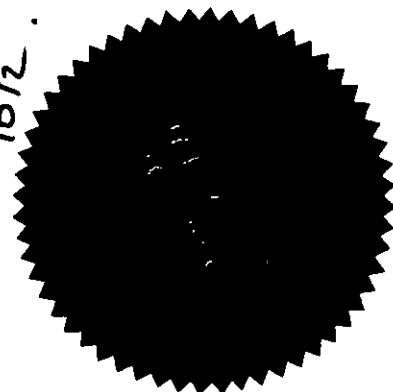
*L. L. Wain* Authorised Signatory



The Common Seal of: )  
TRANSPORT FOR LONDON )  
was affixed to this Deed in the presence of: )

*Kenyon*

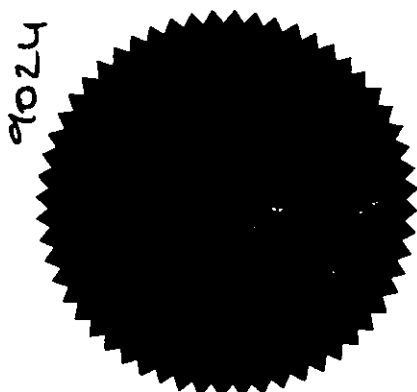
Duly Authorised Signatory



The Common Seal of: )  
LONDON UNDERGROUND LIMITED )  
was affixed to this Deed in the presence of: )

*Kenyon*

Duly Authorised Signatory



Executed as a Deed by : )  
CIRCADIAN LIMITED )

acting by:

*P. J. Jones* Director  
Director

*[Signature]*  
SECRETARY

