

Explanatory Report

Re-Phasing Application

April 2017

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Brent Cross South

Re-Phasing Application (Condition 4.2)

Explanatory Report

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1. Introduction

- 1.1 This Explanatory Report is provided to support a package of submissions by BXS Limited Partnership acting by its general partner BXS GP Limited ('**BXS LP**') relating to proposed changes to the indicative Phasing Plan which forms part of the extant planning permission for the redevelopment of Brent Cross Cricklewood ("BXC"), in relation to the early phases of the southern element of the site ("BXS").
- 1.2 The applications covered in this Report are as follows:
- Submission under Condition 4.2 – Re-phasing application relating to Phases 1A (South), 1B (South), 1C and Phase 2 (South) details of which are set out in Section 4 and accompanying Draft Deed of Variation to S106 Agreement;
 - Submission under Conditions 2.4 and 2.5 – Amendment to Development Specification Framework and Design and Access Statement, details of which are set out in Section 5;
 - S96A Application – Consequential amendments to planning conditions to reflect re-phasing, details of which are set out in Section 6; and
 - Submission under Condition 1.30 – Consequential amendments to the 2014 Permission Glossary to reflect re-phasing, details of which are set out in Section 7.

Planning History

- 1.3 The BXC site comprises an area of 151ha and is located within the London Borough of Barnet ('LBB').
- 1.4 The site includes Brent Cross Shopping Centre to the north, and is bounded by the A41 and Brent Cross London Underground Station to the east, Cricklewood Lane to the south and the A5 to the west. It represents a significantly underutilised area of brownfield land comprising industrial uses, former railway land and retailing premises surrounded by large areas of surface level car parking. In light of this it has been identified for over a decade within regional and local planning policy for comprehensive redevelopment.
- 1.5 Planning Permission Ref No. C/17559/08 ("2010 Permission") for the comprehensive redevelopment of BXC was granted in October 2010. A Section 73 planning permission Ref No. F/04687/13 ("2014 Permission") to develop land without complying with conditions attached to the 2010 Permission was granted by LBB on 23 July 2014. The 2014 Permission divides the site into a series of phases and sub-phases, with Phase 1 being split into five sub-phases, namely Phase 1A (North); Phase 1A (South); Phase 1B (North); Phase 1B (South); and Phase 1C.
- 1.6 For the purposes of delivery, the BXC development is divided into three 'projects':
- Brent Cross North (BXN) – land north of the A406, being developed by Hammerson & Standard Life Investments;

- Brent Cross South (BXS) – land south of the A406, being developed by LBB and its deliver partner Argent Related (see below); and
 - Brent Cross Thameslink (BXT) – land to the west of the Midland Mainline, including a new Thameslink Railway Station, being developed by in partnership with Network Rail.
- 1.7 Since the 2014 Permission, significant progress has been made toward the delivery of the BXC development, with approval for the detailed design for Phase 1A (North) having been secured. In November 2016, an application (ref: 16/7489/CON) was made to re-phase six infrastructure items from Phase 1A (North) to Phase 1B (South). LBB resolved to grant permission for this application on 22 February 2017.
- 1.8 With regard to BXS, detailed approval (ref: 15/06518/RMA) has been secured for Phase 1A (South).

The Applications

- 1.9 In March 2015, LBB appointed Argent Related as its delivery partner. Since the creation of the joint venture (BXS LP), design and project management work has been underway to interrogate the illustrative layout plan and indicative construction programme, as well as commencing detailed design on the first plots and surrounding streets and public realm. In addition, BXS LP has been working closely with the developers of BXN and the new Thameslink Station to ensure a co-ordinated approach to delivery of BXC, including a detailed review of the indicative phasing of the development.
- 1.10 As a result of this work, it is proposed to re-phase a number of elements within the BXS site, as allowed and provided for by condition 4.2 of the 2014 Permission. More detail regarding the mechanisms to facilitate the proposed changes to the phasing of the 2014 Permission is provided in Section 2 of this report.
- 1.11 In summary, this Explanatory Report is provided to support the following suite of submissions for the re-phasing and consequential amendments to the 2014 Permission:
- Submission under Condition 4.2 – Re-phasing application relating to Phases 1A (South), 1B (South), 1C and Phase 2 (South);
 - Submission under Condition 1.30 – Consequential amendments to the 2014 Permission Glossary to reflect re-phasing;
 - Deed of Variation to S106 Agreement – submitted in draft alongside this application;
 - Submission under Conditions 2.4 and 2.5 – Amendment to Parameter Plan / Development Specification Framework details of which are set out in Section 5; and
 - S96A Application – Consequential amendments to planning conditions to reflect the proposed re-phasing, details of which are set out in Section 6 (NB the S96A application is not submitted at this stage and will follow).

- 1.12 It should be noted that a further re-phasing application will be submitted by the BXT development partners in relation to the rail elements of the project, and is expected to be submitted to LBB imminently. This application will relate to the early delivery of the new railway station on the Midland Main Line to serve the Brent Cross Cricklewood development, including the consequential matters arising through the station delivery, namely the relocation/replacement of the Hendon Waste Transfer Station, the re-provision of a Strategic Rail Freight site and the provision of relevant critical infrastructure requirements.

2. Planning Context

2014 Permission

2.1 The 2014 Permission provides for the following:

“Development of land without complying with conditions subject to which planning permission ref. C/17559/08 (dated 28 October 2010) was granted for the Comprehensive mixed use redevelopment of the Brent Cross Cricklewood regeneration area comprising residential uses (Use Class C2, C3 and student/special needs/sheltered housing), a full range of town centre uses including Use Classes A1 – A5, offices, industrial and other business uses within Use Classes B1 - B8, leisure uses, rail based freight facilities, waste handling facility and treatment technology, petrol filling station, hotel and conference facilities, community, health and education facilities, private hospital, open space and public realm, landscaping and recreation facilities, new rail and bus stations, vehicular and pedestrian bridges, underground and multi-storey parking, works to the River Brent and Clitterhouse Stream and associated infrastructure, demolition and alterations of existing building structures, CHP/CCHP, relocated electricity substation, free standing or building mounted wind turbines, alterations to existing railway, Cricklewood railway track and station and Brent Cross London Underground station, creation of new strategic accesses and internal road layout, at grade or underground conveyor from waste handling facility to CHP/CCHP, infrastructure and associated facilities together with any required temporary works or structures and associated utilities/services required by the Development.”

2.2 The 2014 Permission is subject to a Section 106 Agreement (“S106”) which, along with the planning conditions, provides an overarching framework of control for the implementation of the development.

2.3 The 2014 Permission divides the site into a series of Phases and Sub Phases. Phase 1 is split into five sub-phases: Phase 1A (North); Phase 1A (South); Phase 1B (North); Phase 1B (South); and Phase 1C. Phase 2 is also divided into Phase 2 (North) and Phase 2 (South).

2.4 Condition 4.2 provides the ability for changes to be made to the indicative phasing of the 2014 Permission to reflect changes to the phasing of the development on written application and subject to obtaining the prior written approval of the LPA, subject to confirmation that the changes are unlikely to:

4.2.1. have significant adverse environmental effects compared to the assessments contained in the EIA Process unless and to the extent that such changes are validly approved by the LPA after they have been assessed by a subsequent new or revised Environmental Statement and an appropriate EIA process; and/or

4.2.2. significantly undermine comprehensive delivery of the mixed use town centre development in accordance with Saved Policy C1 of the LPA’s UDP 2006.

And Provided that any application for approval of any amendments or changes under this Condition shall (in accordance with Clause 14 of the S106 Agreement) clearly specify any consequential changes to (a) the Critical Infrastructure to be delivered as part of such Phase or (as the case may be) Sub-Phase and/or (b) the payments to be made to the LPA for the purposes of the Consolidated Transport Fund under the CTF Schedule in respect of such Phase or (as the case may be) Sub-Phase and (c) the relevant Phase Details to be approved pursuant to the detailed requirements for pre-commencement approvals in accordance with Conditions 13.1, 14.1, 15.1, 16.1, 17.1, 18.1, 19.1 and Conditions 20, 21, 22, 23, 24, 25, and 26.

- 2.5 The terminology of the 2014 Permission is set out in the Glossary which forms part of the decision notice. Condition 1.30 of the 2014 Permission states:

“Terms used in these Conditions shall be construed in accordance with the definitions contained in the Glossary to this Permission, unless non-material minor revisions are agreed in writing with the LPA.”

3. Application Proposals

- 3.1 The 2014 Permission includes an Indicative Phasing Plan which was used to assist in the assessment of the likely environmental effects of the regeneration proposals. It is recognised through condition 4.2 that flexibility in phasing, and subsequently of the redevelopment, is necessary for the scheme of this size and complexity.
- 3.2 Since being selected as development partners, Argent Related and subsequently BXS LP have worked to interrogate the 2014 Permission, the S106 and all related documents, as well liaising closely with other development partners delivering the BXN and BXT elements of BXC.
- 3.3 BXS LP has achieved reserved matters approval for Phase 1AS, however it is apparent that a number of the current plots within Phase 1BS are required for construction of critical infrastructure early in the development programmes. Therefore, it is considered more appropriate to commence plot delivery slightly to the south between High Street South and Claremont Park. This area will benefit from immediate adjacency to an enhanced open space, namely Claremont Park (also within Phase 1BS and to be delivered early), existing infrastructure of Claremont Road and buses that run along the route, as well as allowing clear separation from construction works delivering new bridge infrastructure over the A406. These points are further addressed in Section 4.
- 3.4 By way of summary, as a consequence of this re-phasing Phase 1BS is proposed to comprise a residential plot (Plot 12, which is envisaged to deliver the Whitefield Estate Replacement Units (Part 2), market units and some retail and community space), adjacent streets, enhanced open spaces (including, Claremont Park) and temporary open space. Phase 1C is proposed to comprise two residential plots (Plots 11 and 13, which are envisaged to deliver market units, the temporary health centre and retail space), adjacent streets and new public realm.
- 3.5 The table below sets out the changes being sought under this re-phasing application. A more detailed description and explanation of the consequential amendments to the glossary, planning conditions and S106 Agreement is provided in the following sections, alongside an assessment of the acceptability of the proposed changes (as required by condition 4.2).

BXS Rephasing Summary	
Existing S73 Phase Definition¹	Proposed Definition
<p>"Phase 1" shall have precisely the same meaning as the Primary Development Package (and for the avoidance of doubt any reference to "Phase 1" shall include the whole of Phase 1 including Phases 1A, 1B and 1C unless stated otherwise);</p>	<p>"Phase 1" shall include the whole of Phase 1 including Phases 1A, 1B and 1C unless stated otherwise);</p>
<p>"Phase 1A (South)" means the following Critical Infrastructure comprised in Phase 1 as shown for indicative purposes on Plan 9 in Schedule 8 to the S106 Agreement in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South)_Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <p>(a) A5/Diverted Geron Way (Waste Handling Facility) Junction;</p> <p>(b) Claremont Park Road (Part 1); and</p> <p>(c) School Lane;</p>	<p>"Phase 1A (South)" means the following Critical Infrastructure comprised in Phase 1 in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South)_Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <p>(a) A5/Diverted Geron Way (Waste Handling Facility) Junction; and</p> <p>(b) Claremont Park Road (Part 1).</p>
<p>"Phase 1B (South)" means the Plot Development and the Critical Infrastructure listed below as shown for indicative purposes on Plan 11 in Schedule 8 to the S106 Agreement all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <p>(a) Plot Development in relation to Plots 18, 25, 28, 46, 59 (subject to compliance with Conditions 35.3, 35.4 and 35.6 of this Permission) and 63;</p> <p>(b) Clarefield Park Temporary Replacement Open Space;</p> <p>(c) School Green Corridor;</p> <p>(d) Market Square;</p> <p>(e) Brent Terrace Green Corridor;</p> <p>(f) Community Facilities (Market Quarter Zone); and</p> <p>(g) Whitefield Estate Replacement Units (Part 2);</p>	<p>"Phase 1B (South)" means the following Plot Development and the Critical Infrastructure all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <p>(a) Plot Development in relation to Plots 12 (subject to compliance with Conditions 35.3, 35.4 and 35.6 of this Permission), 51, 63 and 82;</p> <p>(b) Clarefield Park Temporary Replacement Open Space;</p> <p>(c) Whitefield Estate Replacement Units (Part 2);</p> <p>(d) Claremont Park;</p> <p>(e) Clitterhouse Playing Fields (Part 1);</p> <p>(f) Claremont Avenue;</p> <p>(g) Claremont Road Junction North;</p> <p>(h) High Street South (East Works);</p> <p>(i) Orchard Lane; and</p> <p>(j) Community Facilities (Market Quarter Zone) (if not provided as part of Phase 1C);</p>
<p>"Phase 1C" means: all Plot Development; and other Critical Infrastructure and works,</p>	<p>"Phase 1C" means the following Plot Development and the Critical Infrastructure, the Critical Infrastructure element of which shall be</p>

¹ Existing/proposed wording reflects proposed changes in BXN de-coupling application (ref: 16/7489/CON)

<p>forming part of the Southern Development within Phase 1 as shown for indicative purposes on Plan 12 in Schedule 8 to the S106 Agreement (but not including anything within Phases 1A or 1B) the Critical Infrastructure element of which shall be delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with Condition 4.2);</p>	<p>delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with Condition 4.2):</p> <ul style="list-style-type: none"> (a) Plot Development in relation to Plots 11, 13 & 62; (b) Community Facilities (Market Quarter Zone) (if not provided as part of Phase 1B (South)); (c) Temporary Health Centre; and (d) Neighbourhood Police Unit (Market Quarter).
<p>“Phase 2 (South)” means:</p> <ul style="list-style-type: none"> a) all Plot Development in relation to Plots 14, 15, 16, 17, 22, 23, 24, 27, 37, 64, 65, 66, 67, 68, 73, 74, 75, 76 and 80; and b) Critical Infrastructure and works, <p>forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2);</p>	<p>“Phase 2 (South)” means</p> <ul style="list-style-type: none"> a) all Plot Development in relation to 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 27, 28, 30, 37, 45, 46, 58, 59, 64, 65, 66, 67, 68, 73, 74, 75, 76, 80, 93; and b) Critical Infrastructure and works (including School Green Corridor, School Lane; Brent Terrace Green Corridor; Clitterhouse Playing Fields (Part 2), Claremont Park Road (Part 2) and Market Square) <p>forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2);</p>

3.6 As a result of the re-phasing several items of infrastructure proposed to be delivered in Phase 1 will be moved to Phase 2. Currently, the Primary Development Package (PDP) is defined as those elements/Plots identified as Phase 1. Given that certain items within the PDP will be re-phased into Phase 2, it is necessary to amend the definition of the PDP to reflect that critical infrastructure will be delivered over different phases. This has been reflected in proposed changes to the DSF and DAS (see Section 5) as well as the Glossary (see Section 7). The changes seek to remove reference to specific phases from the definition of the PDP and vice versa.

3.7 In due course, it is anticipated that Phase 2 will be subject to a further re-phasing application which will ensure that it can also be delivered in an appropriate manner. Such a re-phasing application will allow BXS to reflect the intent to bring forward the delivery of the Thameslink Station earlier than envisaged by the S73 permission, and the logical initial development of the site in an east to west fashion to reflect this.

4. Condition 4.2 – Re-phasing

- 4.1 This application is submitted under condition 4.2 to enable the re-phasing of various components of Phase 1A (South), Phase 1B (South), Phase 1C and Phase 2 (South). It comprises the following documents alongside this Explanatory Report:
- Environmental Statement of Compliance, prepared by Arup;
 - Updated Indicative Phasing Plan (Parameter Plan 029 Rev 4), prepared by Allies & Morrison; and
 - Draft Deed of Variation, prepared by Hogan Lovells.
- 4.2 As described in Section 2, condition 4.2 provides the ability to amend the Indicative Phasing Plan and/or the Phase 1 sub-phases from time to time, subject to confirmation that the changes:
- a) do not have any significant adverse environmental effects; and
 - b) do not significantly undermine comprehensive redevelopment.
- 4.3 This Section 4 provides an assessment of the re-phasing proposals against these criteria.

Environmental Considerations (Condition 4.2.1)

- 4.4 An Environmental Statement of Compliance (‘SOC’), prepared by Arup, is submitted in support of this application (pursuant to condition 4.2.1). It sets out the results of the assessment required by the first limb of condition 4.2, namely, whether the proposed re-phasing is likely to result in any significant adverse environmental effects which are different or additional to the conclusions contained within the 2014 Environmental Statement (inclusive of all subsequent updates and addenda) (‘the ES’). Reference should be made to the SOC for full details of the environmental considerations, however, the following paragraphs briefly summarise the conclusions of that document.
- 4.5 Specifically, the SOC considers the implications of the proposals on the construction, intermediate year and operational effects identified in the ES, to assess the likelihood for significant adverse environmental effect associated with the re-phasing.
- 4.6 The SOC concludes that the proposed re-phasing will not give rise to a material change in the impacts associated with construction traffic and consequently, the change in effects associated with vehicle noise and emissions (NO₂ and PM₁₀) are likely to be negligible.
- 4.7 In relation to construction impacts, the SOC concludes that the proposed change to indicative phasing will not give rise to significant adverse effects compared to the assessment of the EIA process. The change in effects from non-construction based operational activities are also likely to be negligible.
- 4.8 It is concluded, therefore, that the proposed BXS re-phasing is unlikely to result in any new or different significant adverse effects relating to construction from those reported in the ES.

- 4.9 In terms of the operation stage, the SOC concludes that there is unlikely to be any material change in operational effects from those reported within the ES as a result of the re-phasing.
- 4.10 Overall, with respect to the requirements of condition 4.2.1, it is considered unlikely that the proposed re-phasing would *'have significant adverse effects compared to the assessments contained in the EIA process...'*. Furthermore, it is confirmed that with respect to this conclusion, the environmental information held by LBB in the form of the existing ES, remains an adequate and robust assessment of the effects of the redevelopment of BXS. The first limb of Condition 4.2 is therefore met.

Comprehensive Development (Condition 4.2.2)

- 4.11 The second limb of condition 4.2 requires that any proposed changes to the indicative phasing should not significantly undermine comprehensive delivery of the mixed-use town centre development.
- 4.12 'Comprehensive' delivery of the development is not defined within the 2014 Permission, however, it is a common thread that runs through all relevant policy for the area. Regeneration of the whole area in a comprehensive, rather than piecemeal, way has been a long-term aim and is reflected in policy documents at local and regional level. The benefits of comprehensive redevelopment include delivery of a cohesive environment, replacement schools and other social infrastructure such as community and health provisions, as well as enhancements to existing and the provision of new public realm.
- 4.13 Barnet's saved UDP policy C1 states that *"the council will seek the comprehensive development of the Cricklewood, Brent Cross and West Hendon Regeneration Area in accordance with the adopted Cricklewood, Brent Cross and West Hendon Regeneration Area Development Framework and delivery strategy."*
- 4.14 The stated primary aim of the adopted Cricklewood, Brent Cross and West Hendon Regeneration Areas Development Framework is to provide a comprehensive plan for the redevelopment of the area and *"to guide and inform the physical aspects of development with a view to bringing about a high quality cohesive environment, not just a collection of individual buildings"* [our emphasis].
- 4.15 The 2014 Permission contains provisions to ensure that the principle of comprehensive development is delivered at BXC, as far as reasonably practicable. The planning conditions and Section 106 Agreement address the issue of implementation of the proposed development. This is to ensure that the LPA has proper control over variations to the phasing and/or programming of critical infrastructure, whilst allowing reasonable flexibility to enable the developers to respond to relevant circumstances and opportunities relating to the delivery of the BXC Development.

4.16 The 2014 Permission Committee Report noted at page 39 that:

“As with other large-scale redevelopment schemes, the need for flexibility was anticipated in framing the 2010 Permission in a way which was specifically designed so as to allow the BXC Development to evolve and respond to market forces and opportunities as well as to enable improvements to be made to the design and delivery of the development in accordance with relevant development plan policies and other guidance.”

4.17 The purpose of condition 4.2 then is to allow flexibility in the delivery of the BXC masterplan, recognising that the aim is for regeneration of the area in a comprehensive rather than piecemeal way. This flexibility allows for the indicative phasing to be amended to reflect a realistic and practical delivery programme.

Appropriate Delivery Sequence

4.18 As noted, since Argent Related was selected as LBB’s delivery partner for the development of the southern part of BXC, a review and interrogation of the Indicative Phasing Plan has been undertaken.

4.19 It is clear that to facilitate the delivery of the early phases of BXS a revised approach to the order of delivery of plots is required to respond to the key constraints of the site.

4.20 The 2014 Permission anticipated the first substantive phase in BXS to be centred around Plots 18, 25 and 28 (as defined within the 2014 Permission) which lie immediately to the south of the Holiday Inn and in the northern part of the Whitefield Estate, respectively. However, much of this area will be needed for the construction of critical infrastructure by the Northern Developer (BXN), including the Living Bridge and the Templehof bridge and link road.

4.21 From a place-making, logistical and practical perspective it is considered more appropriate to bring forward plots to the south of this area first. The proposed re-phasing seeks to create the first substantive phase of plot development within BXS, by commencing to the south of the proposed High Street South and on land fronting on to Claremont Park and the new Claremont Park Road (i.e. Plots 11, 12 and 13).

4.22 The proposed re-phasing allows BXS to start on site alongside BXN works acting as a trigger for comprehensive development both north and south of the A406. The first plots to be delivered will therefore benefit from enhanced open space to the South, adjacency to established residential areas and frontages to the new section of the High Street South to the north, allowing the establishment of a ‘place’ from the beginning. It will form the heart of the future comprehensive development.

Infrastructure Delivery

4.23 The proposed Phase 1BS will incorporate a number of items of critical infrastructure, including part of High Street South, enhancements to Claremont

Park, the Whitefield Estate Replacement Units (Part 2) and enhancements to Clitterhouse Playing Fields.

- 4.24 The provision of such infrastructure benefits the wider development of BXS by providing part of an important East-West route and extensive areas of open space for new and existing residents, supporting rather than undermining comprehensive development.

Delivery of the Whitefield Replacement Units (Part 2)

- 4.25 It is proposed to deliver the Whitefield Replacement Units (Part 2) within the first plot to be delivered alongside the first market residential units. Delivery of the replacement units is key to unlocking other areas of BXS and hence promoting comprehensive development. The replacement units for the Whitefield Estate residents will be delivered first within Plot 12, together with temporary open space to mitigate the closure of Clarefield Park, surrounding streets, Claremont Park Road (Part 1) and the enhanced Claremont Park.

Floorspace Quantum

- 4.26 The re-phasing proposals have no impact on the overall quantum of floorspace proposed through the 2014 Permission. The changes wholly relate to the sequence in which development will come forward. The proposals do not involve any changes to the total quantum of development overall or its distribution across Development Zones and hence do not impact or undermine comprehensive development.

Community, Education & Health Facilities

- 4.27 There is no change resulting from the re-phasing to the overall level of community, education and health facilities to be provided as part of the BXS masterplan.
- 4.28 In light of the above, the proposed phasing changes will ensure that the wider BXC development will continue to be brought forward in line with the 2014 Permission. The amendments will not undermine comprehensive redevelopment of BXC, and will in fact assist in ensuring its long-term successful delivery on a phased basis.

Integration with 2014 Masterplan

- 4.29 The Indicative Layout Plan² shows one way in which the development consented by the 2014 Permission could be delivered in accordance with the approved Parameter Plans. As part of design work, the shape of on-going plots within the approved Market Quarter building zone is likely to change, however these plots will be brought forward as reserved matters applications pursuant to the 2014 Permission.

² Parameter Plan 015 and associated commentary within DSF

Conclusion

- 4.30 To conclude, the proposed re-phasing will not give rise to a detrimental impact to comprehensive development, and indeed the alterations will enable delivery of the entire redevelopment project. The second limb of condition 4.2 is therefore met.

Associated Changes

- 4.31 Condition 4.2 requires consideration be given to any associated changes to conditions of the 2014 Permission as a result of the proposed revised phasing. These matters are considered in the subsequent sections of this Report.
- 4.32 The 2014 Permission contains several Grampian conditions as triggers and thresholds which state that a specified level of floorspace or number of residential units shall not be occupied until an activity is completed, or item of infrastructure delivered. No changes are required to such conditions as a result of the phasing alterations.
- 4.33 No changes are proposed to the Consolidated Transport Fund.

Indicative Construction Programme ('ICP')

- 4.34 The ICP sets out the indicative sequencing and approximate duration of operations for infrastructure and is appended to Schedule 18 of the S106 Agreement. The 2014 Permission confirms that the ICP sets out the 'sequencing and approximate duration of operations' for infrastructure within each phase of the development.
- 4.35 Detailed delivery programmes are to be submitted and approved under conditions 5.1 and 5.2 prior to the commencement of the relevant phase or sub phase in accordance with the sequencing and approximate duration of operations for infrastructure set out in the ICP.
- 4.36 Condition 4.4 allows for the ICP to be updated from time to time if and as far as required and appropriate.
- 4.37 As referenced in Section 2, this application has been submitted following on from the re-phasing of six infrastructure items from BXN, and proceeding the anticipated re-phasing of the Thameslink Station by LBB in partnership with Network Rail (BXT). In light of the sequence of re-phasing applications, it is not proposed to formally submit an updated ICP under condition 4.4 at this time.
- 4.38 A comprehensive review of the ICP has been undertaken in close liaison with BXN and BXT, and a formal update pursuant to condition 4.4 will be made later this year. This is expected to coincide with a re-phasing application soon to be submitted in relation to the new Thameslink Station. The formal update of the ICP will include all re-phasing proposals to date: the recently approved application. ref. 16/7489/CON; this application; and, the future Thameslink re-phasing application.

- 4.39 Notwithstanding this, in order to support the assessment of this application for re-phasing and for the purposes of environmental assessment, an extract from the updated ICP is included within the accompanying Environmental Statement of Compliance.

Consequential Changes to the S106

- 4.40 A full draft deed of variation to give effect to the consequential changes to the S106 Agreement dated 22 July 2014 (as subsequently amended) as a result of the proposals set out in this Explanatory Report accompanies this submission and will be agreed with LBB in due course.

5. Conditions 2.4 & 2.5 – Changes to DSF & DAS

5.1 The proposed re-phrasing will require some minor consequential amendments to be made to the Development Specification Framework and Design and Access Statement (DAS) to reflect the proposals.

5.2 Condition 2.4 [emphasis added] states:

2.4 *The DSF shall be revised by the Developer (subject to obtaining approval in accordance with this Condition) from time to time in order to incorporate approved revisions into the Reconciliation Mechanism reflecting any changes brought about through:*

2.4.1.1 *Reserved Matters Approvals, Other Matters Approvals or best practice guidance, or any other matters; and/or*

2.4.1.2 *any Further Section 73 Permission and/or Alternative Energy Permission and/or any Additional Planning Permission; and/or*

2.4.1.3 ***any consequential changes as a result of any approved variation of the Phases in accordance with condition 4.2.***

2.4.2 *Any application for a proposed revision pursuant to condition 2.4 will be determined in accordance with the requirements of the EIA Directive.*

2.4.3 *The development of each Plot or other part of the Development approved thereafter shall be designed and carried out in accordance with such approved revised Development Specification and Framework.*

5.3 Similarly, condition 2.5 states [emphasis added]:

2.5 *The Design and Access Statement and Design Guidelines shall be revised by the Developer (subject to obtaining approval in accordance with this Condition) from time to time to incorporate approved revisions into the Reconciliation Mechanism reflecting any changes brought about through:*

2.5.1.1 *Reserved Matters Approvals, Other Matters Approvals or best practice guidance, or any other matters; and/or*

2.5.1.2 *any Further Section 73 Permission and/or Alternative Energy Permission and/or any Additional Planning Permission and/or*

2.5.1.3 ***any consequential changes as a result of any approved variation of the Phases in accordance with condition 4.2.***

2.5.2 *Any application for a proposed revision pursuant to condition 2.5 will be determined in accordance with the requirements of the EIA Directive as appropriate.*

2.5.3 *The development of each Plot or other part of the Development shall thereafter be designed and*

carried out in accordance with such approved revised Design and Access Statement.

- 5.4 Condition 2.4 and 2.5 therefore provides the ability to revise the DSF (which includes the Parameter Plans) and DAS in order to incorporate approved revisions brought about through the condition 4.2 re-phasing process, subject to confirmation of no significant adverse environmental effects arising from the revisions being made. As set out in the previous section, no such significant adverse effects are likely.
- 5.5 It should be noted that the amendments submitted under this Condition relate specifically to the re-phasing proposals outlined in Section 4.

6. Section 96A Application

- 6.1 The proposed re-phasing will require a number of consequential amendments to be made to the planning conditions attached to the 2014 Permission. These primarily relate to updating those conditions which refer to Phases 1A (South), 1B (South), 1C and Phase 2 (South) to ensure they match the proposed BXS re-phasing.
- 6.2 The changes are individually and cumulatively considered to be non-material and therefore the amendments will be provided through an application under Section 96A of the Town and Country Planning Act 1990 (as amended).
- 6.3 The table at Appendix 1 identifies each condition that is required to be amended, the proposed revised wording for the condition and an explanation of why this change is required.

7. Condition 1.30 - Glossary

7.1 Condition 1.30 of the 2014 Permission states:

“Terms used in these Conditions shall be construed in accordance with the definitions contained in the Glossary to this Permission, unless non-material minor revisions are agreed in writing with the LPA.”

7.2 To reflect the proposed re-phasing, a consequential submission is made under condition 1.30 in order to update the glossary and ensure that all phasing changes are reflected and where necessary new or amended definitions provided.

7.3 For ease of reference the table at Appendix 2 identifies each definition that is to change, and the proposed revised replacement wording.

8. Summary and Conclusions

- 8.1 This Explanatory Report is provided to support a package of submissions relating to the re-phasing of the 2014 Permission for the redevelopment of the BXS within the BXC site.
- 8.2 As set out in this Report the proposed changes to the phasing do not result in any significant adverse environmental effects and will not undermine comprehensive redevelopment.
- 8.3 Instead the phasing changes will actively facilitate the delivery of the first major elements of BXS and assist in ensuring its comprehensive delivery on a phased basis.

Appendix 1 – Proposed Amendments to Decision Notice (S96A application to follow)

Condition Number	S73 Planning Condition	Change Required	Proposed Wording
1.28	Not to begin the Development on Plot 28 in Phase 1 (South) unless and until the whole of the site of the Existing Foodstore and the Existing PFS shall have been bound to the planning obligations contained in paragraph 21 of Schedule 2 to the S106 Agreement in accordance with Clause 6 of that Agreement.	Plot 28 moving to Phase 2 (South). Phase definitions define plots so no longer necessary to include phase reference.	Not to begin the Development on Plot 28 unless and until the whole of the site of the Existing Foodstore and the Existing PFS shall have been bound to the planning obligations contained in paragraph 21 of Schedule 2 to the S106 Agreement in accordance with Clause 6 of that Agreement.
5.1	No Development shall begin in relation to Phase 1 (North) or Phase 1 (South) of the Primary Development Package and/or any other Phase of the Development or any Sub-Phase thereof unless and until the Primary Development Delivery Programme for Phase 1 North) or Phase 1 (South) and the Detailed Delivery (Non-PDP) Programme insofar as it relates to works which are to be carried out simultaneously with the works contained in the Primary Development Package for Critical Infrastructure in the whole or such Sub-Phase of the Primary Development Package shall have been submitted to and approved by the LPA in a form which accords with the principles and parameters as to the sequencing and approximate duration of operations comprised in Phase 1 (North) or Phase 1 (South) as relevant of the Primary Development Package and the other Phases (insofar as the works in relation to such other Phases are intended to be begun or carried out simultaneously with the Primary Development Package) as set out in the Indicative Construction Programme and the indicative programme of works to be approved in accordance with Condition 2.7 in relation to the A5 Corridor Study (unless and to the extent that the LPA shall approve any modification or variation of such parameters and principles) and the programme assumptions in the relevant approved Transport Reports and provided that no such approval shall be given under this Condition to any modification or variation of such principles and parameters unless and to the extent that the LPA is satisfied that it is unlikely to (a) to cause any significant adverse environmental impacts compared to those assessed in the relevant EIA Process, unless and to the extent that such changes are validly approved by the LPA after they have been assessed by a subsequent new or revised Environmental Statement and an appropriate EIA process or (b) to significantly undermine comprehensive development in accordance with Saved Policy C1 of the UDP 2006).	Insert reference to Phase 2 (South) to reflect amended definition of PDP	No Development shall begin in relation to Phase 1 (North), Phase 1 (South) or Phase 2 (South) of the Primary Development Package and/or any other Phase of the Development or any Sub-Phase thereof unless and until the Primary Development Delivery Programme for Phase 1 (North), Phase 1 (South) or Phase 2 (South) and the Detailed Delivery (Non-PDP) Programme insofar as it relates to works which are to be carried out simultaneously with the works contained in the Primary Development Package for Critical Infrastructure in the whole or such Sub-Phase of the Primary Development Package shall have been submitted to and approved by the LPA in a form which accords with the principles and parameters as to the sequencing and approximate duration of operations comprised in Phase 1 (North),Phase 1 (South) or Phase 2 (South) as relevant of the Primary Development Package and the other Phases (insofar as the works in relation to such other Phases are intended to be begun or carried out simultaneously with the Primary Development Package) as set out in the Indicative Construction Programme and the indicative programme of works to be approved in accordance with Condition 2.7 in relation to the A5 Corridor Study (unless and to the extent that the LPA shall approve any modification or variation of such parameters and principles) and the programme assumptions in the relevant approved Transport Reports and provided that no such approval shall be given under this Condition to any modification or variation of such principles and parameters unless and to the extent that the LPA is satisfied that it is unlikely to (a) to cause any significant adverse environmental impacts compared to those assessed in the relevant EIA Process, unless and to the extent that such changes are validly approved by the LPA after they have been assessed by a subsequent new or revised Environmental Statement

			and an appropriate EIA process or (b) to significantly undermine comprehensive development in accordance with Saved Policy C1 of the UDP 2006).
13.1 ³	<p>(Save where otherwise specifically provided in Paragraph 2.1.10 – 2.1.12 of Schedule 2 to the S106 Agreement) no development shall begin within Phase 1 or any Sub-Phase unless and until</p> <p>a) The Phase 1 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Primary Development Delivery Programme as part of the whole (or any approved Sub-Phase) of Phase 1 as listed below have been submitted to and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and</p> <p>b) All Necessary Consents have been agreed, obtained permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 1 to be begun and completed in accordance with the LPA’s approval of the Phase 1 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):</p> <p><i>Strategic Access Points</i></p> <p>(i) A406 Brent Cross Ingress/Egress Junction Improvements (Phase 1AN)</p> <p>(ii) A41/A406 Junction Improvements (Phase 1AN)</p> <p>(iii) A407 Cricklewood Lane/Claremont Road Junction Improvements (Phase 1AN)</p> <p>(iv) A5/Diverted Geron Way (Waste Handling Facility) Junction (Phase 1AS)</p> <p>(v) A5/A407 Cricklewood Lane Junction Improvements (Phase 1AN)</p> <p>(vi) M1/A406 and A5/A406 Junction Improvements (Phase 1AN)</p> <p><i>Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003;</i></p> <p>(vii) Claremont Avenue (Phase 1BS)</p> <p>(viii) Claremont Road Junction North (Phase 1BS)</p> <p>(ix) Claremont Park Road (Part 1) (Phase 1AS)</p>	<p>Update to reflect rephrasing proposals</p> <ul style="list-style-type: none"> • School Green Corridor to Condition 14.1 • Market Square to Condition 14.1 • Brent Terrace Green Corridor to Condition 14.1 	<p>(Save where otherwise specifically provided in Paragraph 2.1.10 – 2.1.12 of Schedule 2 to the S106 Agreement) no development shall begin within Phase 1 or any Sub-Phase unless and until</p> <p>a) The Phase 1 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Primary Development Delivery Programme as part of the whole (or any approved Sub-Phase) of Phase 1 as listed below have been submitted to and approved in writing by the LPA in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and</p> <p>b) All Necessary Consents have been agreed, obtained permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 1 to be begun and completed in accordance with the LPA’s approval of the Phase 1 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):</p> <p><i>Strategic Access Points</i></p> <p>(i) A406 Brent Cross Ingress/Egress Junction Improvements (Phase 1AN)</p> <p>(ii) A41/A406 Junction Improvements (Phase 1AN)</p> <p>(iii) A407 Cricklewood Lane/Claremont Road Junction Improvements (Phase 1AN)</p> <p>(iv) A5/Diverted Geron Way (Waste Handling Facility) Junction (Phase 1AS)</p> <p>(v) A5/A407 Cricklewood Lane Junction Improvements (Phase 1AN)</p> <p>(vi) M1/A406 and A5/A406 Junction Improvements (Phase 1AN)</p> <p><i>Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003;</i></p> <p>(vii) Claremont Avenue (Phase 1BS)</p>

³ Existing/proposed wording reflects proposed changes in BXN de-coupling application (ref: 16/7489/CON)

<p>(x) Templehof Avenue and Templehof Link Road (Phase 1AN)</p> <p>(xi) Tilling Road West Re-alignment and Diversion (Part 1) (Phase 1AN)</p> <p>(xii) Claremont Avenue Junction with Tilling Road (Phase 1AN)</p> <p>(xiii) Brent Cross Pedestrian Underpass Works (Phase 1AN)</p> <p>(xiv) Prince Charles Drive Diversion (Phase 1AN)</p> <p>(xv) High Street North (Phase 1AN)</p> <p>(xvi) High Street South (East Works) (Phase 1BS)</p> <p><i>Engineering Works</i></p> <p>(xvii) Eastern River Brent Alteration & Diversion Works (Phase 1AN)</p> <p>(xviii) Western River Brent Alteration & Diversion Works (Phase 1AN)</p> <p>(xix) Central River Brent Alteration & Diversion Works (Phase 1AN)</p> <p>(xx) Transport Interchange T2 (Replacement Brent Cross Bus Station) (Phase 1BN)</p> <p><i>Bridge Structures;</i></p> <p>(xxi) Bridge Structure B1 (Replacement A406 Templehof Bridge) (Phase 1AN)</p> <p>(xxii) River Brent Bridges (as relevant to the Eastern River Brent Alteration and Diversion Works) (Phase 1AN)</p> <p>(xxiii) River Brent Bridges (as relevant to the Western River Brent Alteration and Diversion Works) (Phase 1BN)</p> <p>(xxiv) River Brent Bridges (as relevant to the Central River Brent Alteration and Diversion Works) (Phase 1AN)</p> <p>(xxv) Bridge Structure B7 (Living Bridge) (Details to be approved pre-Phase 1A (North) commencement and delivery to be triggered by Phase 1B (North) commencement).</p> <p><i>Principal Open Spaces (and any temporary open space);</i></p> <p>(xxvi) Clarefield Park Temporary Replacement Open Space (Phase 1BS)</p> <p>(xxvii) Brent Cross Main Square (Phase 1BN)</p> <p>(xxviii) River Brent Nature Park (Phase 1BN)</p> <p>(xxix) Eastern Brent Riverside Park (Phase 1BN)</p> <p>(xxx) School Green Corridor (Phase 1BS)</p> <p>(xxxi) Claremont Park Improvements (Phase 1BS)</p> <p>(xxxii) Market Square (Phase 1BS)</p> <p>(xxxiii) Clitterhouse Playing Fields Improvements Part 1 (Phase 1BS)</p> <p>(xxxiv) Brent Terrace Green Corridor (Phase 1BS)</p> <p>(xxxv) Western Brent Riverside Park (Phase 1BN)</p> <p>(xxxvi) Central Brent Riverside Park (Phase 1AN)</p> <p>(xxxvii) Sturgess Park Improvements (Phase 1BN)</p> <p>(xxxviii) Layfield Place (Phase 1BN)</p>		<p>(viii) Claremont Road Junction North (Phase 1BS)</p> <p>(ix) Claremont Park Road (Part 1) (Phase 1AS)</p> <p>(x) Templehof Avenue and Templehof Link Road (Phase 1AN)</p> <p>(xi) Tilling Road West Re-alignment and Diversion (Part 1) (Phase 1AN)</p> <p>(xii) Claremont Avenue Junction with Tilling Road (Phase 1AN)</p> <p>(xiii) Brent Cross Pedestrian Underpass Works (Phase 1AN)</p> <p>(xiv) Prince Charles Drive Diversion (Phase 1AN)</p> <p>(xv) High Street North (Phase 1BN)</p> <p>(xvi) High Street South (East Works) (Phase 1BS)</p> <p><i>Engineering Works</i></p> <p>(xvii) Eastern River Brent Alteration & Diversion Works (Phase 1AN)</p> <p>(xviii) Western River Brent Alteration & Diversion Works (Phase 1AN)</p> <p>(xix) Central River Brent Alteration & Diversion Works (Phase 1AN)</p> <p>(xx) Transport Interchange T2 (Replacement Brent Cross Bus Station) (Phase 1BN)</p> <p><i>Bridge Structures;</i></p> <p>(xxi) Bridge Structure B1 (Replacement A406 Templehof Bridge) (Phase 1AN)</p> <p>(xxii) River Brent Bridges (as relevant to the Eastern River Brent Alteration and Diversion Works) (Phase 1AN)</p> <p>(xxiii) River Brent Bridges (as relevant to the Western River Brent Alteration and Diversion Works) (Phase 1BN)</p> <p>(xxiv) River Brent Bridges (as relevant to the Central River Brent Alteration and Diversion Works) (Phase 1AN)</p> <p>(xxv) Bridge Structure B7 (Living Bridge) (Details to be approved pre-Phase 1A (North) commencement and delivery to be triggered by Phase 1B (North) commencement).</p> <p><i>Principal Open Spaces (and any temporary open space);</i></p> <p>(xxvi) Clarefield Park Temporary Replacement Open Space (Phase 1BS)</p> <p>(xxvii) Brent Cross Main Square (Phase 1BN)</p> <p>(xxviii) River Brent Nature Park (Phase 1BN)</p> <p>(xxix) Eastern Brent Riverside Park (Phase 1BN)</p> <p>(xxx) Claremont Park Improvements (Phase 1BS)</p>
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	<p>(xxxix) Fenwick Place (Phase 1BN) (xl) Templehof Circus (Phase 1BN) <i>Whitefield Estate Replacement Units</i> (xli) Whitefield Estate Replacement Units (Phase 1AN/Phase 1BS).</p>		<p>(xxxi) Clitterhouse Playing Fields Improvements (Part 1) (Phase 1BS) (xxxii) Western Brent Riverside Park (Phase 1BN) (xxxiii) Central Brent Riverside Park (Phase 1AN) (xxxiv) Sturgess Park Improvements (Phase 1BN) (xxxv) Layfield Place (Phase 1BN) (xxxvi) Fenwick Place (Phase 1BN) (xxxvii) Templehof Circus (Phase 1BN) <i>Whitefield Estate Replacement Units</i> (xli) Whitefield Estate Replacement Units (Phase 1AN/Phase 1BS).</p>
<p>14.1</p>	<p>No development shall take place within Phase 2 (South) or any Sub-Phase of Phase 2 (South) unless and until</p> <p>a) The Phase 2 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non PDP) Programme as part of the whole (or any approved Sub-Phase of Phase 2) as listed below have been submitted to and approved in writing by the LPA (in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and</p> <p>b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 2 to be begun and completed in accordance with the LPA’s approval of the Phase 2 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):</p> <p><i>Strategic Access Points</i></p> <p>(i) A41 Whitefield Avenue Junction</p> <p><i>Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003;</i></p> <p>(ii) Claremont Park Road Part 2 (iii) High Street South (except the High Street South (East Works) which are part of Phase 1B (South) (iv) Whitefield Street (v) Whitefield Avenue (vi) Tilling Road East Improvements</p> <p><i>Bridge Structures</i></p>	<p>Update to reflect rephasing proposals</p> <ul style="list-style-type: none"> • School Green Corridor inserted • Market Square inserted • Brent Terrace Green Corridor inserted • 	<p>No development shall take place within Phase 2 (South) or any Sub-Phase of Phase 2 (South) unless and until</p> <p>a) The Phase 2 Details for the Critical Infrastructure (Pre-Phase) to be delivered or provided in accordance with the Detailed Delivery (Non PDP) Programme as part of the whole (or any approved Sub-Phase of Phase 2) as listed below have been submitted to and approved in writing by the LPA (in accordance with the relevant parameters and principles contained in the DSF and the Design and Access Statement (including the Design Guidelines); and</p> <p>b) All Necessary Consents have been agreed, obtained, permitted or otherwise authorised to enable the Critical Infrastructure (Pre-Phase) for the whole of (or any approved Sub-Phase of) Phase 2 to be begun and completed in accordance with the LPA’s approval of the Phase 2 Details as listed below (subject to any amendments to the Indicative Phasing Plan or any defined Sub-Phases which may be approved in accordance with Condition 4.2 and Clauses 13 and 14 of the S106 Agreement):</p> <p><i>Strategic Access Points</i></p> <p>(i) A41 Whitefield Avenue Junction</p> <p><i>Primary and secondary roads, Cycle and pedestrian routes, and associated junctions, as shown on Parameter Plan 003;</i></p> <p>(ii) Claremont Park Road (Part 2) (iii) High Street South (except the High Street South (East Works) which are part of Phase 1B (South) (iv) Whitefield Street (v) Whitefield Avenue</p>

	<ul style="list-style-type: none"> (vii) Bridge Structure B5 (A41 Pedestrian Bridge) <i>Principal Open Spaces (and any temporary open space/landscaping)</i> (viii) Clitterhouse Stream Nature Park (ix) Clitterhouse Playing Fields Improvements (Part 2) (x) Eastern Lands Green Corridor (Part 1) (xi) Eastern Park (Part 1) (xii) School Square (xiii) Whitefield Square 		<ul style="list-style-type: none"> (vi) Tilling Road East Improvements <i>Bridge Structures</i> (vii) Bridge Structure B5 (A41 Pedestrian Bridge) <i>Principal Open Spaces (and any temporary open space/landscaping)</i> (viii) Clitterhouse Stream Nature Park (ix) Clitterhouse Playing Fields Improvements (Part 2) (x) Eastern Lands Green Corridor (Part 1) (xi) Eastern Park (Part 1) (xii) School Square (xiii) Whitefield Square (xiv) School Green Corridor (xv) Market Square (xvi) Brent Terrace Green Corridor
20.27	The redeveloped Claremont Primary School shall not be Occupied prior to practical completion and provision of the School Green Corridor, in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.	Claremont Primary / School Green Corridor moving to Phase 2.	The redeveloped Claremont Primary School shall not be Occupied prior to practical completion and provision of the School Green Corridor, in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.
21.18	Not to begin the redevelopment of the Existing Foodstore (including the Existing PFS) in accordance with this Permission prior to the practical completion of the Eastern Lands Green Corridor Part 1 in accordance with the relevant Phase 1 Details and all other relevant Necessary Consents.	Existing foodstore plot moving to Phase 2.	Not to begin the redevelopment of the Existing Foodstore (including the Existing PFS) in accordance with this Permission prior to the practical completion of the Eastern Lands Green Corridor Part 1 in accordance with the relevant Phase 2 Details and all other relevant Necessary Consents.
36.4	The New Superstore to be constructed in the vicinity of Plot 28 in the Eastern Lands Zone shall have a maximum Gross Sales Area of 10,920m ² of which a maximum of 6,006m ² and 4,914m ² shall be used for the sale of comparison and convenience goods respectively and the relevant Phase 1 Details shall be consistent with this Condition.	Plot 28 moving from Phase 1C to Phase 2.	The New Superstore to be constructed in the vicinity of Plot 28 in the Eastern Lands Zone shall have a maximum Gross Sales Area of 10,920m ² of which a maximum of 6,006m ² and 4,914m ² shall be used for the sale of comparison and convenience goods respectively and the relevant Phase 2 Details shall be consistent with this Condition.
38.4	Not to occupy the New Superstore unless and until a car parking management regime has been submitted to and approved in writing by the LPA in accordance with the Car Parking Strategy approved for Phase 1 on the basis that the New Superstore car park will be operated and managed as a shared town centre car park subject to such charges and conditions of operation as shall have been first approved in writing by the LPA.	New Superstore moving from Phase 1C to Phase 2	Not to occupy the New Superstore unless and until a car parking management regime has been submitted to and approved in writing by the LPA in accordance with the Car Parking Strategy approved for Phase 2 on the basis that the New Superstore car park will be operated and managed as a shared town centre car park subject to such charges and conditions of operation as shall have been first approved in writing by the LPA.

Appendix 2 - Proposed Glossary Changes (to be amended via Submission under Condition 1.30)

Phase Definitions

Existing S73 Phase Definition	Proposed
<p>“Phase 1” shall have precisely the same meaning as the Primary Development Package (and for the avoidance of doubt any reference to “Phase 1” shall include the whole of Phase 1 including Phases 1A, 1B and 1C unless stated otherwise);</p>	<p>“Phase 1” shall include the whole of Phase 1 including Phases 1A, 1B and 1C unless stated otherwise);</p>
<p>“Phase 1A” means:</p> <ul style="list-style-type: none"> (a) Phase 1A (North) as shown for indicative purposes on Plan 8 in Schedule 8 to the S106 Agreement; and (b) Phase 1A (South) as shown for indicative purposes on Plan 9 in Schedule 8 to the S106 Agreement; 	<p>“Phase 1A” means:</p> <ul style="list-style-type: none"> (a) Phase 1A (North) as shown for indicative purposes on Plan 8 in Schedule 8 to the S106 Agreement; and (b) Phase 1A (South) Plot Development and Critical Infrastructure as defined under “Phase 1A (South)”;
<p>“Phase 1A (South)” means the following Critical Infrastructure comprised in Phase 1 as shown for indicative purposes on Plan 9 in Schedule 8 to the S106 Agreement in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South)_Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) A5/Diverted Geron Way (Waste Handling Facility) Junction; (b) Claremont Park Road (Part 1); and (c) School Lane; 	<p>“Phase 1A (South)” means the following Critical Infrastructure comprised in Phase 1 in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South)_Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) A5/Diverted Geron Way (Waste Handling Facility) Junction; and (b) Claremont Park Road (Part 1).
<p>“Phase 1B” means:</p> <ul style="list-style-type: none"> (a) Phase 1B (North) as shown for indicative purposes on Plan 10 in Schedule 8; and (b) Phase 1B (South) as shown for indicative purposes on Plan 11 in Schedule 8; 	<p>“Phase 1B” means:</p> <ul style="list-style-type: none"> (a) Phase 1B (North) as shown for indicative purposes on Plan 10 in Schedule 8; and (b) Phase 1B (South) Plot Development and Critical Infrastructure as defined under “Phase 1B (South)”;
<p>“Phase 1B (South)” means the Plot Development and the Critical Infrastructure listed below as shown for indicative purposes on Plan 11 in Schedule 8 to the S106 Agreement all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) Plot Development in relation to Plots 18, 25, 28, 46, 51, 59 (subject to compliance with Conditions 35.3, 35.4 and 35.6 of this Permission) 63 and 82; (b) Clarefield Park Temporary Replacement Open Space; 	<p>“Phase 1B (South)” means the following Plot Development and the Critical Infrastructure all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with Condition 4.2 of this Permission):</p> <ul style="list-style-type: none"> (a) Plot Development in relation to Plots 12 (subject to compliance with Conditions 35.3, 35.4 and 35.6 of this Permission), 51, 63 and 82; (b) Clarefield Park Temporary Replacement Open Space; (c) Whitefield Estate Replacement Units (Part 2);

<ul style="list-style-type: none"> (c) School Green Corridor; (d) Market Square; (e) Brent Terrace Green Corridor; (f) Community Facilities (Market Quarter Zone); and (g) Whitefield Estate Replacement Units (Part 2);⁴ 	<ul style="list-style-type: none"> (d) Claremont Park; (e) Clitterhouse Playing Fields (Part 1); (f) Claremont Avenue; (g) Claremont Road Junction North; (h) High Street South (East Works); (i) Orchard Lane; and (j) Community Facilities (Market Quarter Zone) (if not provided as part of Phase 1C);
<p>"Phase 1C" means: all Plot Development; and other Critical Infrastructure and works, forming part of the Southern Development within Phase 1 as shown for indicative purposes on Plan 12 in Schedule 8 to the S106 Agreement (but not including anything within Phases 1A or 1B) the Critical Infrastructure element of which shall be delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with Condition 4.2);</p>	<p>"Phase 1C" means the following Plot Development and the Critical Infrastructure, the Critical Infrastructure element of which shall be delivered in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with Condition 4.2):</p> <ul style="list-style-type: none"> (a) Plot Development in relation to Plots 11,13 and 62; (b) Community Facilities (Market Quarter Zone) (if not provided as part of Phase 1B (South)); (c) Temporary Health Centre; and (d) Neighbourhood Police Unit (Market Quarter);
<p>"Phase 2 (South)" means:</p> <ul style="list-style-type: none"> a) all Plot Development in relation to Plots 14, 15, 16, 17, 22, 23, 24, 27, 37, 64, 65, 66, 67, 68, 73, 74, 75, 76 and 80; and b) Critical Infrastructure and works, <p>forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2);</p>	<p>"Phase 2 (South)" means</p> <ul style="list-style-type: none"> a) all Plot Development in relation to 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 27, 28, 30, 37, 45, 46, 58, 59, 64, 65, 66, 67, 68, 73, 74, 75, 76, 80, 93; and b) Critical Infrastructure and works (including School Green Corridor, School Lane; Brent Terrace Green Corridor; Clitterhouse Playing Fields (Part 2), Claremont Park Road (Part 2) and Market Square) <p>forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2);</p>

⁴ Existing and proposed wording reflects proposed changes in BXN de-coupling application (ref: 16/7489/CON)

Consequential Glossary Changes

Existing S73 Phase Definition	Proposed
<p>“Community Facilities (Market Quarter Zone)” means 1,000 sq m gross external floorspace of the multi-use flexible floorspace to be provided as part of Phase 1C (South) and shown as Item K29 on Plan 11 in Schedule 8 to the S106 Agreement) in the Market Quarter Zone illustratively shown within the vicinity of Plot 25 on the Indicative Phasing Parameter Plan and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF and to be provided in accordance with paragraphs 2.35 to 2.36, and Table 11 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas and arts and cultural activities available for use by residents of the Development;</p>	<p>“Community Facilities (Market Quarter Zone)” means 1,000 sq m gross external floorspace of the multi-use flexible floorspace to be provided as part of either Phase 1B (South) or Phase 1C in the Market Quarter Zone illustratively shown within the vicinity of Plots 11, 12 and 13 on the Indicative Phasing Parameter Plan and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF and to be provided in accordance with paragraphs 2.35 to 2.36, and Table 11 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas and arts and cultural activities available for use by residents of the Development;</p>
<p>“Detailed Delivery (Non-PDP) Programme” means the detailed delivery programme relating to the delivery of Critical Infrastructure in the Phases or Sub-Phases which are outside the Primary Development Package (Phase 1) and which is to be approved in accordance with Condition 5.2 of this Permission and includes any subsequent variations of such programme approved in accordance with Condition 5.2, 5.3 and 5.4 of this Permission;</p>	<p>“Detailed Delivery (Non-PDP) Programme” means the detailed delivery programme relating to the delivery of Critical Infrastructure in the Phases or Sub-Phases which are outside the Primary Development Package and which is to be approved in accordance with Condition 5.2 of this Permission and includes any subsequent variations of such programme approved in accordance with Condition 5.2, 5.3 and 5.4 of this Permission;</p>
<p>“Market Square” means the new market square of 0.68 ha to be provided (as part of Phase 2 (South) and shown as item K27 on Plan 11 in Schedule 8) in the Market Quarter Zone in accordance with the parameters and principles set out in (a) paragraph 5.30 and Table 5 of the DSF in the general vicinity of the location marked "M2" on Parameter Plan 003 and the indicative layout showing how such square could be carried out as part of the Market Quarter Zone in accordance with the parameters and principles approved under this Permission is shown on the Indicative Zonal Layout Parameter Plan 020 (b) the description and principles in the text at page 136, 138 and 139 of the PROSS and (c) Section 3.2 of the Design Guidelines and with an illustrative space typology diagram shown in 3.2.5;</p>	<p>“Market Square” means the new market square of 0.68 ha to be provided in the Market Quarter Zone in accordance with the parameters and principles set out in (a) paragraph 5.30 and Table 5 of the DSF in the general vicinity of the location marked "M2" on Parameter Plan 003 and the indicative layout showing how such square could be carried out as part of the Market Quarter Zone in accordance with the parameters and principles approved under this Permission is shown on the Indicative Zonal Layout Parameter Plan 020 (b) the description and principles in the text at page 136, 138 and 139 of the PROSS and (c) Section 3.2 of the Design Guidelines and with an illustrative space typology diagram shown in 3.2.5;</p>
<p>“Primary Development Delivery Programme” means a detailed delivery programme relating to Critical Infrastructure in the whole or any part of the Primary Development Package (Phase 1) to be approved under Condition 5.1 of this Permission and any subsequent variations approved in accordance with the relevant Condition of this Permission;</p>	<p>“Primary Development Delivery Programme” means a detailed delivery programme relating to Critical Infrastructure in the whole or any part of the Primary Development Package to be approved under Condition 5.1 of this Permission and any subsequent variations approved in accordance with the relevant Condition of this Permission;</p>
<p>“Primary Development Package” means those elements of the Development identified in Parameter Plan 019 and described in Section 6 (and paragraphs 6.26 to 6.31 in particular) of the DSF and those Plots identified as Phase 1 within the Indicative Phasing Parameter Plan;</p>	<p>“Primary Development Package” means those elements of the Development described in Section 6 (and paragraphs 6.26 to 6.31 in particular) of the DSF;</p>
<p>“School Lane” means the part of School Lane that runs East from Market Square and identified as K46 on Plan 9 (and indicated for illustrative purposes only on Plan 17) in Schedule 8 to the S106 Agreement;</p>	<p>“School Lane” means the part of School Lane that runs East from Market Square;</p>
<p>“School Green Corridor” means new green corridor with a width of 3 m to be provided as part of Phase 1B (South) (and shown as Item K25 on Plan 11 in Schedule 8) in accordance with the parameters and principles set out in (a) paragraph 5.58 of the DSF in the Brent Terrace Zone in</p>	<p>“School Green Corridor” means new green corridor with a width of 3 m to be provided in accordance with the parameters and principles set out in (a) paragraph 5.58 of the DSF in the Brent Terrace Zone in the general vicinity of the north western boundary of the existing</p>

<p>the general vicinity of the north western boundary of the existing Claremont Primary School site and approximate location marked "GC6" on Parameter Plan 003 and in respect of which the indicative layout showing how such green corridor could be carried out as part of the Brent Terrace Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 23;</p>	<p>Claremont Primary School site and approximate location marked "GC6" on Parameter Plan 003 and in respect of which the indicative layout showing how such green corridor could be carried out as part of the Brent Terrace Zone in accordance with the parameters and principles approved under this Permission is shown on Indicative Zonal Layout Parameter Plan 23;</p>
<p>“Southern Development” means those parts of the Development comprising the majority of the Development located south of the A406 and associated works for roads, other ways bridges and Critical Infrastructure and other associated works and operational development forming part of the Development (whether located south of the A406 or otherwise) comprised in Phase 1 (South), Phase 2 (South) and Phases 3 to 7 the location of which are illustrated on the following plans: (a) within the areas south of the A406 shaded yellow on the attached "Northern / Southern Development" plan numbered 4 in Schedule 8 to the S106 Agreement (including such parts of the Development as is indicated on the Indicative Phasing Parameter Plan) and which in relation to the Critical Infrastructure in in Phase 1A (South), Phase 1B (South) and Phase 1C is illustrated on Plans 9, 11 and 12 in Schedule 8 to the S106 Agreement respectively; and (b) within the Clitterhouse Playing Fields shown cross hatched yellow and blue on Plan 4 in Schedule 8 to the S106 Agreement, except for the Clitterhouse Playing Fields Improvements (Part 1) the Claremont Park Improvements and the Replacement Whitefield Estate Units (Part 1) which are to be provided as part of the Northern Development;</p>	<p>“Southern Development” means those parts of the Development comprising the majority of the Development located south of the A406 and associated works for roads, other ways bridges and Critical Infrastructure and other associated works and operational development forming part of the Development (whether located south of the A406 or otherwise) comprised in Phase 1 (South), Phase 2 (South) and Phases 3 to 7 the location of which are illustrated on the following plans: (a) within the areas south of the A406 shaded yellow on the attached "Northern / Southern Development" plan numbered 4 in Schedule 8 to the S106 Agreement (including such parts of the Development as is indicated on the Indicative Phasing Parameter Plan); and (b) within the Clitterhouse Playing Fields shown cross hatched yellow and blue on Plan 4 in Schedule 8 to the S106 Agreement, except for the Clitterhouse Playing Fields Improvements (Part 1) the Claremont Park Improvements and the Replacement Whitefield Estate Units (Part 1) which are to be provided as part of the Northern Development;</p>

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