

Appendix 2

DATED _____ 2012

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER
HAMLETS

- and -

CROSSRAIL LIMITED

LICENCE TO OCCUPY

-relating to-

Mile End Park, Burdett Road, Mile End, London

DATE OF LICENCE: 2012

LICENSOR: **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Mulberry Place 5 Clove Crescent, East India Dock, London E14 as Trustee of the Charity known as King George’s Field, Mile End

LICENSEE: **CROSSRAIL LIMITED** (Company Reg No: 04212657) whose registered office is at 25 Canada Square, Canary Wharf, London E14 5LQ

SITE: Site A, Site B, Site C, Site D and Site E

SITE A: The land shown for the purpose of identification only outlined in red on the attached plan and shaded green.

SITE B: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in blue.

SITE C: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in yellow.

SITE D: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in purple.

SITE E: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in pink.

WORKS: Enabling works to provide replacement coach parking facilities (“**Coach Park Works**”) as set out in the Memorandum of Understanding attached hereto at Appendix 2 (‘MOU’) and

works to provide the new replacement AstroTurf Pitch (“**AstroTurf Pitch Works**”) as set out in C123-JUL-T1-RSP-CR094_SH006-50001 document attached hereto at Appendix 1 (as modified and/or supplemented as set out in Appendix 3), and subject to the conditions as set out in the MOU, plus any other agreed works related to all such works or Crossrail Works including those referred to in Appendix 4 (“**Crossrail Works**”). The extent of the Crossrail Works as shown on drawing no: 20120120MEP_O1 FLAB CRL1_XRL_T2.DDA.CRO94 00012

LICENCE PERIOD: In respect of Site B and C, commencing on 16th December 2012 and ending on completion of the Coach Park Works.
In respect of Site D, commencing upon completion of the Coach Park Works and ending on completion of the AstroTurf Pitch Works.
In respect of Site E, commencing upon completion of the Coach Park Works and AstroTurf Pitch Works.
In respect of Site A, commencing upon the start date of this licence and ending on completion of the Crossrail works to Site E.

LICENCE FEE: £1 (One Pound)

OUTGOINGS: All charges relating to the supply and use of telephones, electricity, gas, water rates, business rates and any other outgoings payable in respect of the Site arising as a consequence of the use by the Licensee.

SPECIFIED USE: Undertaking of the Works on the Site.

VAT: Value Added Tax as defined in the Value Added Tax Act 1994

and any tax of a similar nature substituted for, or levied in addition to, such value added tax.

IT IS AGREED as follows:

1. LICENCE

Subject to clauses 2 and 3 of this Licence and to all title matters affecting the Site the Licensor gives the Licensee the right to occupy throughout the Licence Period the Site for the purpose only of the Specified Use TOGETHER WITH the right to use any roads, footpaths and other access ways within Mile End Park between different parts of the Site and between the Site and the public highway

2. LICENSEE'S UNDERTAKINGS

The Licensee **AGREES** and **UNDERTAKES**:

- 2.1** To complete the Astro Turf Pitch Works in accordance with the specification document C123-JUL-T1-RSP-CR094_SH006-50001 attached hereto appendix 1 (as modified and/or supplemented as set out in Appendix 3), and the remainder of the Crossrail Works to the reasonable satisfaction of the Licensor. The Licensee to provide samples of construction materials for Licensor approval (acting reasonably) before any construction works are to commence.
- 2.2** To replace the existing trees within Site A within 5 months of removal with trees of a similar maturity and species identified and to the satisfaction of the licensor. The licensee to issue to the licensor a species list of those trees to be replaced.
- 2.3** To provide replacement coach parking facilities of no less than eight car parking spaces to the reasonable satisfaction of the Licensor.
- 2.1** To pay to the Licensor the Licence Fee without any deduction or set-off (together with

any VAT properly chargeable thereon) within 10 working days of the date of this Licence.

- 2.2** To pay or otherwise indemnify the Licensor against all Outgoings.
- 2.3** To keep the Site clean and tidy and clear of rubbish and spoil and not to store any rubbish other than in the place designated and agreed between the Licensor and the Licensee and throughout the Licence Period to arrange for the removal of all such rubbish and spoil on a weekly basis.

The specification of Site A upon determination of this licence will be proposed by the Licensee and approved by the Licensor, such approval not to be unreasonably withheld.

- 2.4** Not to obstruct the adjacent public highway or any private accessways or cause the same to become dirty or untidy
- 2.5** Except as may be reasonably necessary in connection with the Specified Use, not to make any alterations or excavations or bring any spoil from any other excavations elsewhere onto the Site whatsoever.
- 2.6** Not to use the Site in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference or to adjoining or neighbouring property or any user or occupier or visitor to such property.
- 2.7** To comply with all statutory requirements relating to the Site and which are applicable to the Licensee and not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Site or which would or might vitiate in whole or in part any insurance effected in respect of the Site from time to time.

- 2.8** Not to use the Site other than between the hours of 8.00a.m to 6.00p.m Monday to Friday and 8am to 1pm Saturday (the “Permitted Hours”), and subject to the prior written consent of the Licensor being obtained first if the Licensee wishes to use the Site beyond the Permitted Hours (such consent not to be unreasonably withheld or delayed) Provided that the Licensee may commence mobilisation activities from 7am on each of the days mentioned above and provided further that any notice agreed under Section 61 of the Control of Pollution Act 1974 shall take precedence over this clause 2.9.
- 2.9** To keep the Site fenced and secured at all times.
- 2.10** To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Licence (save where and to the extent that the same is attributable to any act or omission of the Licensor or is caused by the Licensor), any breach of any of the Licensee's undertakings contained in this clause 2 or the exercise or purported exercise of any of the rights given in clause 1.
- 2.11** To observe such rules and regulations as the Licensor may make acting reasonably and which the Licensor shall notify to the Licensee from time to time in writing governing the Licensee's use of the Site.
- 2.12** Not to impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Site and every part of the Site.
- 2.13** To pay interest at 4% above Co-operative Bank plc base rate on any monies payable under this Licence that are seven days overdue such interest to be payable from the due date for payment until the date payment is received by the Licensor.
- 2.14** To allow the Licensor and all persons authorised by the Licensor to enter the Site at any time following the giving of reasonable notice (except in cases of emergency

where no notice will be required) to the Licensee for the purpose of ascertaining whether the terms of this Licence are being complied with subject to complying such health and safety regulations as the Licensee may impose acting reasonably.

- 2.15** To vacate the Site on the expiration of this Licence in accordance with the provisions contained in this Licence and to remove all the Licensee's moveable equipment, furniture and effects from the Site and make good, to the reasonable satisfaction of the Licensor, all damage caused by such removal.
- 2.16** To immediately report to the Licensor forthwith all damage caused by the Licensee's activities to the Site or the adjoining properties upon the occurrence of the same and to pay the Licensor the reasonable and proper costs of repairing the same (including all labour and materials) on demand.
- 2.17** The Licensee shall at all relevant times hold current public liability insurance and such other insurances as are reasonably required pursuant to the Specified Use and shall on reasonable demand produce evidence thereof to the Licensor. This condition shall continue in force until all personnel and equipment of the Licensee has been removed from the Site and the Licensee has made good under the provisions above.
- 2.18** To pay the Licensor's reasonable and proper legal costs and surveyors' fees (including VAT and disbursements) incurred in connection with the agreement and completion of this Licence and MOU, payable on completion of both,
- 2.19** To arrange and host weekly (or such other interval(s) as the Parties may agree) operational meetings between the Licensee and the Licensor and occupiers of the Site including Greenwich Leisure Limited to address operational issues relating to the Works.

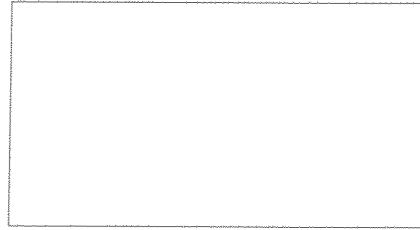
3. GENERAL

- 3.1** This Licence shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 2 hereof):
- 3.1.1** immediately on expiry of notice given by the Licensor at any time following any material breach by the Licensee of its undertakings contained in clause 2 in the event that such breach has not been rectified by the Licensee within such reasonable period as shall be specified in such notice;
 - 3.1.2** on not less than one month's notice given by the Licensor to the Licensee to expire at any time; and
 - 3.1.3** in the absence of any notice pursuant to clause 3.1.1 or clause 3.1.2 automatically at the end of the Licence Period.
- 3.2** The benefit of this Licence is personal to the Licensee and the Licensee shall not assign underlet or part with possession of the Site and the rights given in clause 1 may only be exercised by the Licensee and its employees, including its agents, consultants, contractors and subcontractors.
- 3.3** The Licensor gives no warranty that the Site is legally or physically fit for the Specified Use or for any purpose whatsoever.
- 3.4** All notices given by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party at the address stated above.
- 3.5** The parties to this Licence do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 3.6** The Licensee was not, prior to the date of this Licence, contractually bound to enter into this Licence.

- 3.7** The terms in this Licence constitute the entire agreement between the parties and the Licensee admits and warrants that the Licensee is entering into this Licence not relying on any statement or representation made to the Licensee by the Licensor or anyone on behalf of the Licensor.
- 3.8** It is not the intention to create the relationship of landlord and tenant between the parties to this document and reference to “any tenancy” does not prejudice this intention.
- 3.9** The Licensor must ensure to the Licensee that the Site is vacant on commencement of this Licence.
- 3.10** The Licensee will be responsible for clearing any rubbish spoil or vegetation from the site to facilitate the Specified Use to the reasonable satisfaction of the Licensor.
- 3.11** All matters relating to compensation for the land outside the Order limits occupied under this licence agreement shall be dealt with in accordance with the National Compensation Code.

IN WITNESS whereof this Licence has been executed on the day and year first above written

Signed on behalf of the Mayor and Burgesses
of the London Borough of Tower Hamlets as a
Trustee for King George Playing Fields, Mile
End by a duly authorised officer



Duly authorised officer



Executed by)
Crossrail Limited)
by its duly authorised)
signatory :)

.....
Authorised Signatory

Appendix 3

Third Generation pitch specification:

SoccerTurf 60M with weight of carpet of 1400g with 15mm insitu shock pad

Carpet name/code MSPro 60

Pile height 60mm

Infill	Grade	Application rate
SBR	0.5 - 1.8mm	14kg/m ²
Silica Sand	0.25 - 0.75mm	15kg/m ²

Carpet Joints

Type Bounded seams

Adhesive Envirostik Sport Fix Multi Purpose

Application Rate 1.46kg/m²

Backing Film Envirostik Sport Fix LMP

Appendix 4

1. The security fence panels as outlined in picture 2 will be removed as part of the Crossrail Works and this fencing shall be re-used to replace existing broken fencing around the 3G pitches as part of the works (Picture 1).

Picture 1

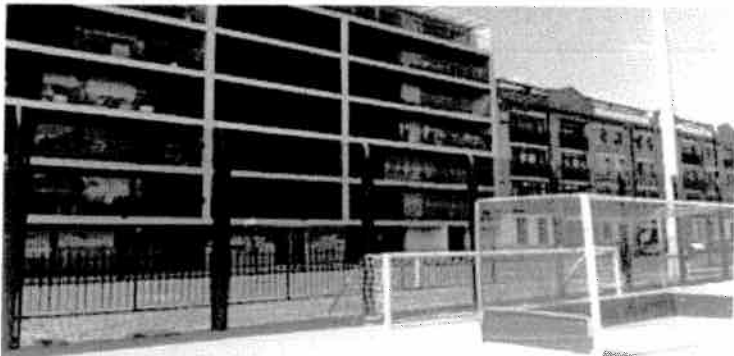


Picture 2



2. Stanchions and metal netting shall be installed to a height of approximately 5m to the rear of the ATP 7 situated alongside Copperfield Road (as outlined in Picture 3). The netting would just be behind the goal and not run the full length of the pitch.

Picture 3



Subject to Contract

MEMORANDUM OF UNDERSTANDING BETWEEN CROSSRAIL AND LB TOWER
HAMLETS

COMPLIANCE WITH UNDERTAKINGS AND ASSURANCES – MILE END PARK

FINAL VERSION – 14 December 2012

1	Communication	Whilst there is an established line of communication between Crossrail and LBTH there needs to be better and more regular communication with GLL. Contact details for all parties are provided later in the MoU. To improve communication it is agreed that until further notice a meeting between LBTH, GLL and Crossrail be convened every four weeks until a working arrangement has been established.
2	Licence Agreement	<p>Works that will facilitate relocation of coach parking facilities and an Astro turf pitch will in part be carried out on land which falls outside the limits of the Crossrail Act. LBTH will enter into a licence agreement on terms to be agreed to enable these works to proceed. The licence terms will reflect the issues set out in the MoU.</p> <p>The King George Fields Trust is the owner of the land for whom LBTH acts as trustee. The covenants and obligations set out in the trust deed will be honoured so far as is practicable.</p> <p>The licence agreement is subject to trustee's approval.</p>
3	Start Date	No Crossrail works will commence in this area until agreed by LBTH.
4	Coach Park Relocation	The enabling works to provide replacement coach parking facilities must be completed and handed over for use by GLL/LBTH prior to occupation of any other areas to be used at the Mile End Park site for Crossrail works, unless otherwise agreed by LBTH.
5	Astro turf Pitch	<p>The specification of the pitch is set out in document number C123-JUL-T1-RSP-CR094_SH006-50001(as modified and/or supplemented as set out in Appendix 3 of the proposed Licence Agreement). This is the agreed specification and will not be altered without the consent of LBTH.</p> <p>On handover the pitch upkeep and maintenance will become the responsibility of GLL subject to any warranty secured from the contractors who build it.</p>

		<p>Prior to construction of the security fence surrounding the new pitch Crossrail and LBTH shall discuss and agree the exact location of the same.</p>
6	Programme	<p>Crossrail need to set out the key timescales for the works together with drawings of the phased works and together with LBTH and GLL agree a programme to mitigate disruption at the sports centre while carrying out the mitigation works required maintaining continuity of operations at the centre.</p> <p>Crossrail site manager, LBTH Project Manager and GLL site manager to meet weekly throughout period of works to discuss the week's works on site.</p> <p>Crossrail to provide a reasonable notice period to LBTH and GLL prior to any works agreed in programme.</p> <p>It is agreed that the facilities will never be left without a coach parking area for no less than eight coaches.</p> <p>It is agreed that unless otherwise agreed by LBTH the replacement Astroturf pitch will be handed over for use before the existing pitch is taken for use as a construction site.</p>
7	Services	<p>Where it is necessary to divert services, these will be altered without interruption to operations at the centre.</p> <p>Crossrail will carry out works to the services at a time not in GLL hours of operation.</p> <p>Crossrail will accept liability for the works and address any implications of future supply as a direct consequence of the work carried out.</p> <p>Handover of responsibility to LBTH and GLL will only take place under the structure of an agreement to do so incorporating any future liabilities or obligations for maintenance repair and replacement.</p>
8	Drainage	<p>The existing surface water drainage system may be interrupted by the works. This will be redesigned to maintain normal operation without disruption to the centre.</p> <p>Crossrail will carry out works to the services at a time not in GLL hours of operation.</p> <p>It needs to be clarified how this system will be designed to collect surface water from the premises and discharge it to the existing sewerage system without risk of failure due to construction activity.</p>
9	Trees	<p>A number of mature trees need to be removed from the area identified for Crossrail Works. These trees will be replaced by Crossrail within 5 months of removal with trees of a similar maturity and of a species to be</p>

		<p>identified by LBTH</p> <p>Crossrail will issue to LBTH a species list of those trees to be replaced.</p>
10	Permanent Works	<p>The location will be an emergency evacuation point. Details of how this will operate in practise, where people will muster and what the implications are for maintaining cleared accesses and areas need to be developed through further dialogue.</p> <p>There will be areas where Crossrail will not want public access to be available, although as part of the landscaping of the permanent works the balance between secure compound and publicly accessible areas needs to be developed.</p> <p>The extent of the permanent works is shown on drawing no. 20120120 MEP_01 FLAB CRL1_XRL_T2.DDA.CR094 00012</p> <p>Any changes to this will be communicated in advance and agreed with LBTH.</p>
11	Crane Oversailing	<p>Crossrail will not use cranes over sailing the centre.</p> <p>Cranes will not idle over the sports centre when not in use.</p>
12.	Fire Evacuation Procedure	<p>Any alterations required to the evacuation procedure must be in place and approved by the fire officer before the existing arrangements are disrupted. LBTH and GLL will assist in this regard but the onus will be on Crossrail to find a solution acceptable to all concerned.</p> <p>Crossrail will ensure that there is a means of level pedestrian escape from the emergency exit in the southern wall of the Sports Centre and that the same is kept clear at all times.</p>
13.	Hoardings	<p>5 metre high hoardings will be used around the construction site. The design of these hoardings must account for the potential safety issues that may arise on account of darkened areas, alleyways and dead ends. These may be removed after the end of major work in 2016, at which time permanent boundary treatments can be agreed so that everything is in keeping with its surrounds.</p> <p>Crossrail will display appropriate signage on the hoardings, to be agreed with LBTH, that indicate that the Sports Centre is still open for business.</p>
14.	Access and Car parking	<p>Crossrail will create its own access and egress from its site onto the public highway. At no times will the existing centre access be used for construction vehicles during the works or maintenance vehicles thereafter.</p> <p>No use of the centre car park will be permitted by Crossrail staff and visitors. Abuse of this may lead to a requirement for barriers or other parking management measures.</p>

		<p>Crossrail to provide identification badges to works contractors vehicles with appropriate details for contact in the event of parking in GLL spaces.</p> <p>The above vehicle identification measures is subject to periodic review and should Crossrail staff use car parking spaces persistently, then Crossrail will cover the costs of reasonable car parking management measures as agreed between Crossrail and LBTH.</p> <p>Crossrail will ensure that 24 hour pedestrian access is maintained across the park and access is maintained to the football pitches at all times throughout GLL/LBTH hours of business.</p> <p>Crossrail and LBTH will discuss and agree such improvements as may be necessary to ensure that an emergency vehicle route is maintained at all times for ambulances/emergency vehicles to access all the pitches and once agreed Crossrail shall undertake such works.</p>
15.	Noise	<p>The centre will be monitored for intrusive noise and vibrations throughout the construction phase. No mitigation works are currently anticipated necessary at the outset.</p>
16.	Land Taken	<p>Crossrail will return to LBTH as much of the land acquired under the Crossrail Act 2008 as can be achieved and all of the land occupied under agreement on completion of the construction phase. Any retained areas will be identified and protected by appropriate covers, barriers or fencing. The extent of the permanent works as currently understood is shown on drawing no. 20120120 MEP_01 FLAB CRL1_XRL_T2.DDA.CR094 00012</p>
17.	Compensation	<p>All matters relating to compensation including possible claims for the value of land, injurious affection, disturbance and professional fees will be dealt with in accordance with the national compensation code. The Valuation Date will be Monday 15th October 2012. For the avoidance of doubt any compensation which may be payable under the compensation code for occupation of the existing pitch will only accrue from the possession date of the same until the new pitch is operational.</p> <p>If it can be proved by LBTH / GLL that they have suffered a loss of income on the existing pitch after the valuation date of Monday 15th October 2012 as a result of the Crossrail Project then the possibility of making a claim is not excluded.</p> <p>Any payment agreed for the grant of early access to the existing pitch will be a payment for early access only and will not prejudice LBTH/GLL full rights to claim for compensation in accordance with the national compensation code.</p> <p>All matters relating to compensation for the land outside the Order limits occupied under the licence agreement shall be dealt with in accordance</p>

		with the national compensation code.
18.	Reinstatement	<p>The specification for all areas to be used temporarily will be proposed by Crossrail and approved by LBTH, such approval not to be unreasonably withheld on the basis that the proposals leave the area in no worse condition than found at the outset.</p> <p>The new pitch and coach park will obviously not be reinstated on completion of the works and the specification for which is covered elsewhere in this MoU.</p>
19.	Condition Surveys	<p>Crossrail, LBTH and GLL will agree a series of condition surveys prior, during and after their works in the sports centre.</p> <p>Cost to be paid for by Crossrail.</p>
20.	Points of Contact	<p>GLL:</p> <p>Mile End Park Leisure Centre: Paul Whiteman (General Manager): 020 8709 4420 / 07949 775 412</p> <p>LBTH:</p> <p>Project Manager: Andrew Meads: 020 7364 3159 / 07958 333 088</p> <p>Centre Management: Lisa Pottinger: 020 7364 3157 / 07903 254 316</p> <p>Property: Stephen Walker, CBRE, 020 7182 2193</p> <p>Crossrail:</p> <p>Acquisition Manager – Harry Younger 020 3229 2305</p> <p>Engineering Package Manager – Paul Watson</p> <p>Crossrail Community Relations – Heather Scotcher</p>



KEY

[White Box]	SITE A
[Light Grey Box]	SITE B
[Medium Grey Box]	SITE C
[Dark Grey Box]	SITE D
[White Box]	SITE E

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Notes:

Rev.	Date	Description	By	Chkd	App	Auth
PG1.1	10/10/2012	First Issue	EN			

Crossrail Limited
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 Canary Wharf
 London
 © Crossrail
 E14 5LQ
 www.crossrail.co.uk

Crossrail Line 1 Programme
 Originator: Crossrail Ltd
 Location: Whitechapel to Stratford
 Title: MILE END PARK LICENCE PLAN

Scale: 1:1250 @ A3
 Dig No: CRL1-XRL-T2-DDA-CR094-00030
 Rev: PG1.1
 Solt: S0
 Auth: ---

By: E.NAVARRO
 CN: ---
 App: ---
 Auth: ---