

This DEED is made the 23rd day of October 2001

BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM ("the Council") of Town Hall Catford London SE6 4RU
- (2) LONDON AND QUADRANT HOUSING TRUST ("L&Q") whose registered office is situate at Osborn House Osborn Terrace London SE3 9DR and
- (3) PRESENTATION HOUSING ASSOCIATION LIMITED ("Presentation") whose registered office is situate at Biko House 16 Brommels Road Clapham London SW4 0BL

WHEREAS

- (1) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situate and is the local authority by whom the obligations in this Deed are enforceable
- (2) The RSLs propose to exchange an Agreement to purchase the Land with the Council and for the purposes of section 106 of the Act have an interest in the Land
- (3) AFH Shaw Sprunt has submitted the Application to the Council on behalf of the RSLs
- (4) The Council in accordance with powers delegated to its Planning and Highways – Lewisham Deptford Committee resolved on 1 February 2001 to grant the Planning Permission subject to completion of this Deed and without which the Planning Permission would not be granted
- (5) The Council and the RSLs have agreed to enter into this Deed for the purpose of securing payment to the Council of the Community Facilities Contribution

NOW THIS DEED is made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling and WITNESSETH as follows:-

1. THE obligations created by this Deed are planning obligations for the purposes of Section 106 of the Act
2. THIS Deed comes into effect upon the date of this Deed
3. THIS Deed shall bind the parties hereto and the RSLs successors in title and assigns to each and every part of the Land

Definitions

4. IN this deed the following words shall have the following meanings except where the context requires otherwise:-

"the Act"	means the Town and Country Planning Act 1990 as amended
"the Application"	means the application for planning permission for the Development made by the RSLs on 30 August 2000 and registered by the Council with reference DC/00/47435
"the Community Facilities"	means a community centre nursery facilities and retail facilities
"the Community Facilities Contribution"	means the sum of three million three hundred and thirty four thousand six hundred and fifty three pounds (£3,334,653)
"the Development"	means the demolition of the existing residential estate at the Land and the redevelopment of the Land to provide 115 houses and flats with a community centre, nursery and retail shop facilities as set out in the Application and in the plans, specifications and particulars deposited with the Council and forming part of the Application
"the Land"	means the land and premises situate at Phase 1 of the Silwood Estate, London SE16 as shown edged red on the Plan the freehold title to which are registered at H M Land Registry under title number TGL 185 827
"Other Community Benefits"	means those purposes which in the sole opinion of the Council are intended to preserve or enhance amenity at or in the vicinity of the Land and may include by way of example but not limitation measures to improve the environment or cultural and recreational facilities in the locality
"the RSLs"	means L&Q and Presentation jointly and severally
"Plan 1"	means the plan so numbered attached to this Deed
"Plan 2"	means the plan so numbered attached to this Deed
"the Planning Permission"	means planning permission in the form of the draft attached to this Deed

459507

ITEM 11

THE COMMON SEALS OF THE
MAYOR AND BURGESSES OF
THE LORDS THROUGH
OF REVENUE
HEREUNTO BOUND IN THE
PRESENCE OF
HEAD OF LAW



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PLAN 1

535500

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535700

535800

Reproduced from the 1/2500 Ordnance Survey map with
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This plan forms no part of a planning application and is for guidance only

PLAN 2 459510

THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF
THE LONDON BOROUGH
OF LEWISHAM WAS
HEREUNTO AFFIXED IN THE
PRESENCE OF:

[Signature]
HEAD OF LAW

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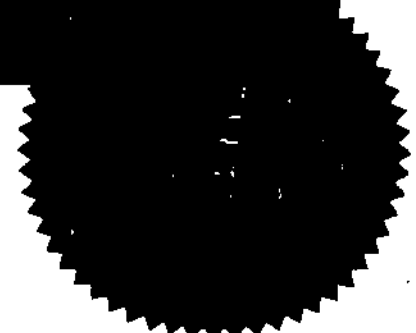


- PRIMARY SCHOOLS**
- 1 Deptford Park
- 2 Sir Francis Drake
- 3 Grinling Gibbons
- 4 St. Joseph's R.C.
- 5 Manson
- 6 Kender
- 7 Childeric
- 8 Tidemill

- SECONDARY SCHOOLS**
- 1 Deptford Green (M)
- 2 Deptford Green (M) Annexe

- SUB-AREA BOUNDARY**
- BOROUGH BOUNDARY**
- ROADS**
- RAILWAYS**
- WARDS**
- PARKS & GREEN SPACES**
- LIBRARY**
- LEISURE CENTRE**
- SWIMMING POOL**

Old Lewisham



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"Silwood SRB Area" means the area of land shown edged green on Plan 2

"Unspent Balance" means any surplus remaining once the actual full cost to the Council of providing the Community Facilities has been subtracted from the Community Facilities Contribution

RSLs' Covenants

5. The RSLs hereby covenant with the Council as follows:-
- 5.1. to pay the Community Facilities Contribution to the Council upon completion of the transfer of the Land from the Council to the RSLs
 - 5.2. not to make a claim for compensation against the Council arising from the covenants and restrictions contained in this Deed and shall indemnify the Council against all costs claims actions and demands arising pursuant to this Deed

The Council's Covenants

6. The Council hereby covenants with the RSLs as follows:-
- 6.1. to apply the Community Facilities Contribution in such manner as the Council in its own absolute discretion shall decide to achieving the provision of the Community Facilities at or in the vicinity of the Land
 - 6.2. having complied with clause 6.1 of this Deed to apply any Unspent Balance towards Other Community Benefits in such manner as the Council in its own absolute discretion shall decide but in the first instance using reasonable endeavours to do so within the Silwood SRB Area
 - 6.3. to issue the Planning Permission within 7 days from the date hereof and to enter this Deed on the Register of Local Land Charges where it shall remain for as long as this Deed is of effect

Agreements and Declarations

7. IT is hereby agreed and declared as follows:-
- 7.1. The expression "the RSLs" shall include their successors in title and assigns and the expression "the Council" shall include its successor as Local Planning Authority
 - 7.2. Nothing in this Deed shall derogate from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any capacity

- 7.3. The failure of the Council at any time to require performance by the other parties of any provisions of this Deed shall in no way affect the right of the Council to require performance of that provision
- 7.4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

Invalidity

8. If any provision of this Deed shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect and the parties hereunto agree to take all reasonable steps to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves as far as reasonably practicable the legal social and environmental objectives of the invalid or unenforceable provision

Consents

9. THE RSLs hereby warrant and confirm that they have obtained all other necessary permissions and consents required from any covenantee or other person to their entering into this Deed

Legal Fees

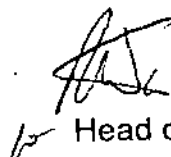
10. THE RSLs shall on the date of this Deed pay to the Council the sum of ONE THOUSAND POUNDS (£1,000) towards the cost of preparation and completion of this Deed

Variation.

11. THE terms of this Deed shall be capable of being varied by a supplemental agreement executed by the parties

IN WITNESS whereof this Deed was duly executed the day and year first before written

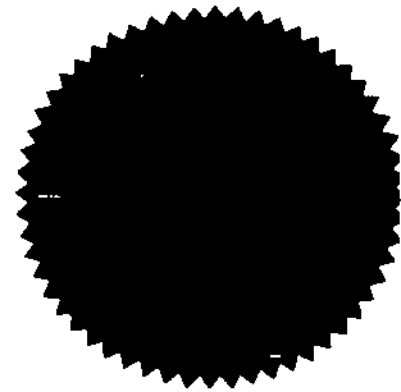
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF LEWISHAM was hereunto)
affixed in the presence of:-)


Head of Law

459511

THE COMMON SEAL OF LONDON AND
QUADRANT HOUSING TRUST
was hereunto affixed in the presence of:-

)
)
)
)



SNVmans

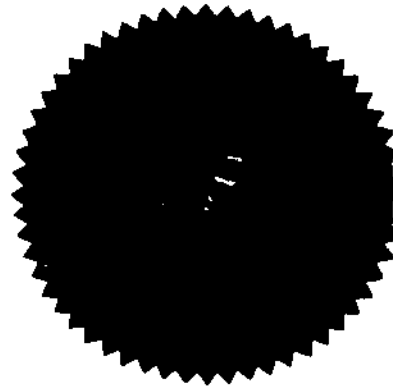
Authorised Signatory

[Handwritten signature]

Authorised Signatory

[Handwritten mark] THE COMMON SEAL OF PRESENTATION
HOUSING ASSOCIATION ^{LIMITED} was hereunto
affixed in the presence of:-

)
)
)
)



[Handwritten signature]

Authorised Signatory

[Handwritten signature]

Authorised Signatory

Executive Director for Regeneration Joseph Montgomery

Planning Service

Laurence House
1 Catford Road
London SE6 4SW

Tel No. 020 8314 9337

Fax 020 8314 3127

Date

DX: 139501 Lewisham 4
Email: planning@lewisham.gov.uk

Your Ref 10202/4.1/KH

Our Ref DE/H8/TP

Contact Louise Holland

Dear Ms Fairmaner

APPROVAL OF RESERVED MATTERS (CONDITIONAL) Town and Country Planning Act 1990

DRAFT

I refer to your application dated 19 September, 2000 with details submitted in compliance with Condition (1) (a), (part b), (c), (e) & (f) of the outline planning permission dated 1 November 2000 for the demolition of the Silwood Estate SE16 (within the London Borough of Lewisham) and redevelopment to provide new houses, flats, community centre, nursery and new retail outlets.

The Council hereby **GRANTS APPROVAL** to the details of part of Phase 1 for the redevelopment of Somerfield House, 1-35 (odd) Reculver Road, 2-56 (even), 1-71 (odd) Moland Mead and 1-18 Crane Mead SE16 with the construction of 115 units comprising 30 one bedroom and 15 two bedroom flats in 3, five storey corner blocks and 24 two bedroom, 36 three bedroom, 6 four bedroom and 4 five bedroom terraced houses in 8 two and three-storey blocks, together with the provision of 97 car parking spaces and the formation of new access roads as shown on the drawings submitted Regd. No. DC/00/47435 (your drawing nos. 10202/00/01, 02F, 03B, 04B & 05, 10202/10/01A & 02A, 10202/20/01D, 02, 03E, 04D, 05D, 06D, 07C, 10C, 11C, 12B, 13B, 14B, 15A, 16A, 17A, 18A, 19B & 20A, 10202/30/05B, 06B, 07B, 08B, 09, 10A, 11A, 12A, 13A & 14 and Phase 1 Design Statement) subject to the following conditions:-

1. No development shall commence on site until details of all facing materials (including their colour and texture) to be used on the buildings have been submitted to and approved in writing by the local planning authority.
2. No plumbing or pipes, other than rainwater pipes, shall be fixed on the external faces of the buildings.
3. No development shall take place on the site until the applicant, or any successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation, which has been submitted to and approved in writing by the local planning authority.

Ms Helen Fairmaner
AFH Shaw Sprunt
42-44 Newman Street
London W1P 3PA

4. No development shall commence on site until drawings showing the use of any part of the site not occupied by buildings and the treatment thereof (including planting, paving, walls and fences) shall be submitted to and approved in writing by the local planning authority and all works which form part of the scheme shall be completed in the first planting season following the completion of the development, unless the local planning authority has given written consent to any variation. Any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the local planning authority has given written consent to any variation.
5. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the first occupation of the buildings or the completion of the development, whichever is the sooner. Any trees or plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the local planning authority has given written consent to any variation.
6. A site investigation shall be carried out to survey areas which may be contaminated and the location of trial pits and/or core samples shall be agreed with the local planning authority before samples are taken. The survey report and any recommendations for remedial works, including sampling of any imported topsoil, shall be submitted to and approved in writing by the local planning authority and any measures or treatments approved under this condition shall be carried out before any development of the site is commenced.
7. The buildings shall not be occupied until the vehicular access has been constructed in accordance with the approved plans.
8. The whole of the car parking accommodation shown on the drawings shall be provided and retained permanently for the accommodation of vehicles of the occupiers of the development and no dwelling shall be occupied until such parking accommodation has been provided.
9. Development shall not begin until a scheme for protecting the proposed dwellings from noise from the adjoining railway line has been submitted to and approved in writing by the local planning authority. All works which form part of the scheme shall be completed before any of the permitted dwellings are occupied.
10. No development shall commence on site until a scheme to minimise the threat of dust pollution during site clearance and construction works (including any works of demolition of existing buildings, or breaking out or crushing of concrete) have been submitted to and approved in writing by the local planning authority. The approved scheme shall include a watering regime in the event of dry weather, dust screens, etc. as appropriate and shall be implemented in its entirety once development has commenced.

Reasons for the imposition of the Conditions:-

1. To ensure that the local planning authority may be satisfied as to the external appearance of the buildings and to comply with Policy BLT.ENV 1: Urban Design in the Council's Unitary Development Plan.
2. It is considered that such plumbing pipes would seriously detract from the appearance of the buildings and to comply with Policy BLT.ENV 1: Urban Design in the Council's Unitary Development Plan.
3. To ensure adequate access for archaeological investigations in compliance with the advice contained in Department of the Environment Planning Policy Guidance Note 16, entitled "Archaeology and Planning" and to comply with Policy BLT.ENV 20: Archaeology in the Council's Unitary Development Plan.
4. In order that the local planning authority may be satisfied as to the details of the proposal and to comply with Policies BLT.ENV 1: Urban Design, BLT.ENV 3: Landscape and BLT.ENV 4: Trees in the Council's Unitary Development Plan.
5. To protect the visual amenity of the neighbouring occupiers and to comply with the duty imposed on the local planning authority by Section 197 of the Town and Country Planning Act 1990 and to comply with Policies BLT.ENV 1: Urban Design, BLT.ENV 3: Landscape and BLT.ENV 4: Trees in the Council's Unitary Development Plan.
6. To ensure that the local planning authority may be satisfied that potential site contamination is identified and remedied in view of the historical use(s) of the site, which may have included industrial processes and to comply with Policy ENV.PRO 4: Development of Contaminated Land in the Council's Unitary Development Plan.
7. In order to ensure that satisfactory means of access is provided and to comply with Policies in Chapter 5 Transport in the Council's Unitary Development Plan.
8. To ensure the permanent retention of the spaces for parking purposes, to ensure that the use of the buildings does not increase on-street parking in the vicinity and to comply with Policy TRN 22: Parking Control - General in the Council's Unitary Development Plan.
9. To safeguard the amenities of the occupiers of the proposed dwellings and to comply with Policy TRN 32: Noise and Vibration from Rail Traffic in the Council's Unitary Development Plan.
10. In order that the local planning authority may be satisfied that the demolition process is carried out in a manner which will minimise possible dust pollution to neighbouring properties and to comply with Policy ENV.PRO 13: Noise and Other Nuisances in the Council's Unitary Development Plan.

Informative

You are advised that all construction work should be undertaken in accordance with the "London Borough of Lewisham Control of Pollution and Noise from Construction Sites Code of Practice" available from the Environmental Health Office, Grove Park Neighbourhood Office, 333-335 Baring Road, London SE12 0DZ

Yours sincerely

Head of Planning

Statement of Applicant's Rights arising from Approval of Reserved Matters subject to conditions:-

Appeals to the Secretary of State

- If you are aggrieved by the decision of the London Borough of Lewisham to grant approval of reserved matters subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate at Tollgate House, Houlton Street, Bristol, BS2 9DJ Tel No. 0117-987-8000 Fax No. 0117-987-8624.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted approval of reserved matters without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices

- If either the local planning authority or the Secretary of State for the Environment grants approval of reserved matters subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the London Borough of Lewisham. This notice will require the London Borough of Lewisham to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

DATED 23rd October 2001

THE MAYOR AND BURGESSES OF
THE
LONDON BOROUGH OF LEWISHAM
(1)

- and -

LONDON AND QUADRANT
HOUSING TRUST
(2)

- and -

PRESENTATION HOUSING
ASSOCIATION LIMITED
(3)

AGREEMENT

under Section 106 of the Town &
Country Planning Act 1990 relating to
Phase 1, Silwood Estate, London SE16

Ruth Nicholas
Head of Law
London Borough of Lewisham
Town Hall
Catford
London SE6 4RU

Ref: PE/BS 40569