

AEL
SL.108.0.

DATED 18th APRIL 1980

ANCROFT INVESTMENTS LIMITED

and

THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF SOUTHWARK

A G R E E M E N T

SCANNED ON
29 OCT 2010
PLANNING (JB)

50^r J. P. 15/10

T H I S A G R E E M E N T is made the 18th day of April 1980 B E T W E E N ANCROFT INVESTMENTS LIMITED whose registered office is situate at Berkeley Square House Berkeley Square London W1 (hereinafter called "the Owner") of the one part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of The Town Hall Peckham Road London SE5 (hereinafter called "the Council") of the other part



W H E R E A S:

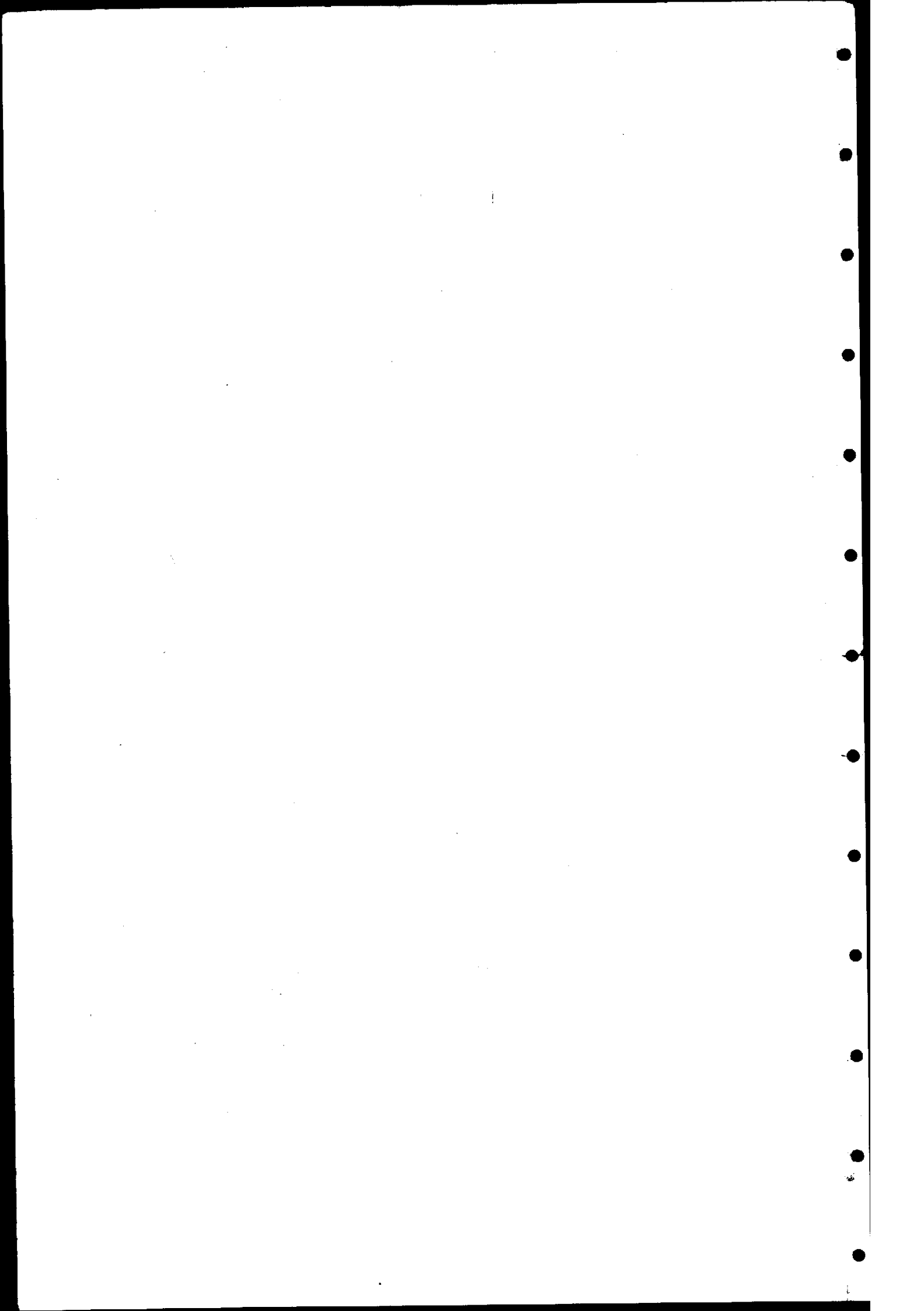
(1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 (hereinafter called "the Act") for the area within which the property described in the First Schedule hereto is situate (hereinafter called "the Property")

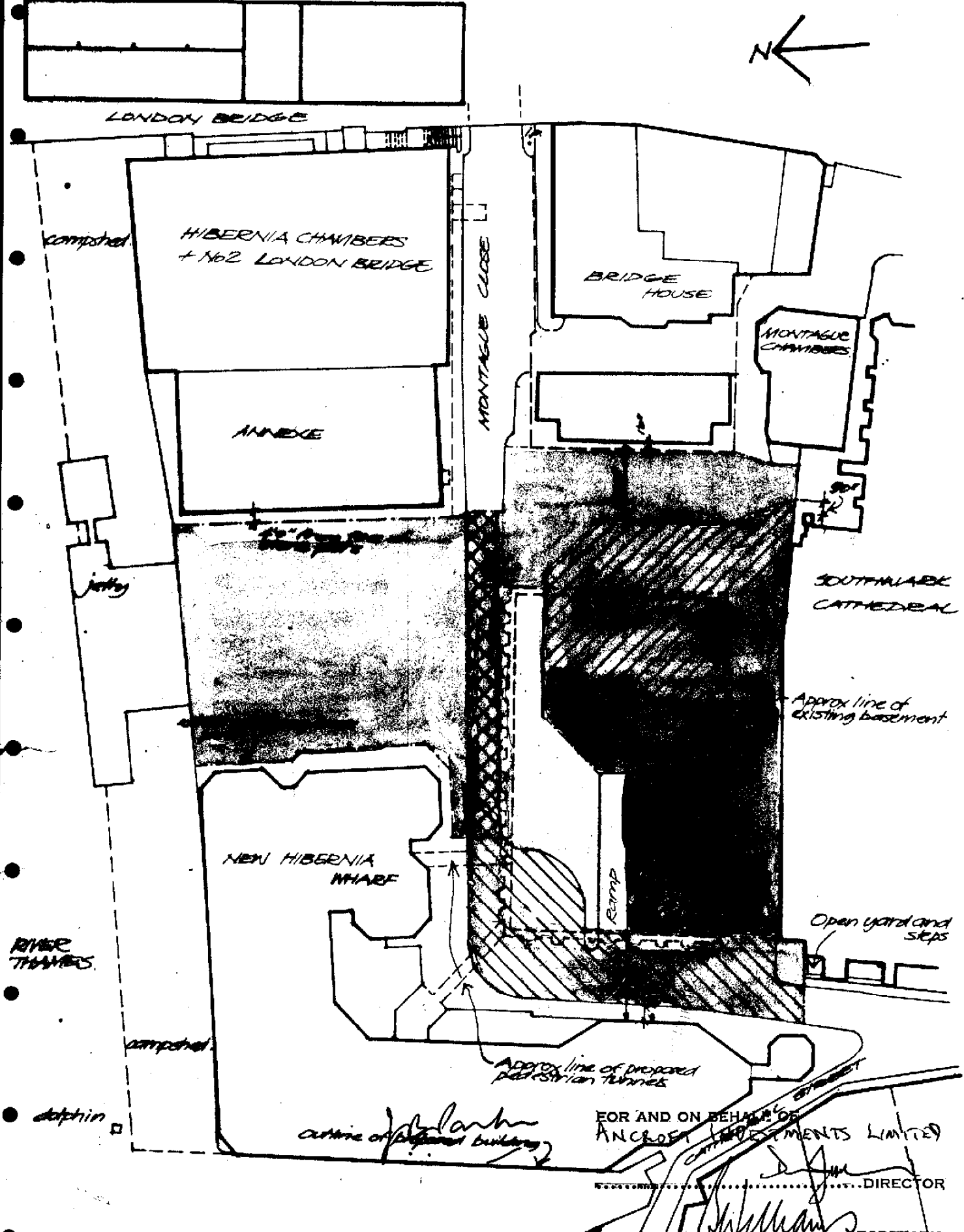
(2) The Owner is registered at H.M. Land Registry with Absolute Title to the property under Title No. SGL 248231

(3) By an application made on behalf of the Owner and dated the 28th day of September 1978 as amended by letters dated the 24th November 1978 and 1st February 1979 application has been made to the Council for permission to develop the property in the manner and for the uses set out in the plans specifications and particulars deposited with the Council and set out in the Second Schedule hereto (hereinafter called "the development")

(4) The Council is satisfied that the development is such as may be approved by the Council under the Act NOW THEREFORE in pursuance of Section 52 of the Act and Section 126 of the Housing Act 1974 with intent permanently to build the property in the manner provided by the said Sections IT IS HEREBY AGREED between the parties as follows:

1. THE Owner covenants with the Council that the property shall be subject to the restrictions and provisions regulating the development specified in the Third Schedule hereto
2. THE Council hereby approves the development for the





Michael Twigg, Brown & Partners
Chartered Architects

Chancery Chambers, Montague Close,
 London Bridge, London SE1 9DA. 01-403 3244

BLOCK PLAN FOR
SECTION 52 AGREEMENT

NEW HIBERNIA WHARF SE 1
1036/1
Plan No 1

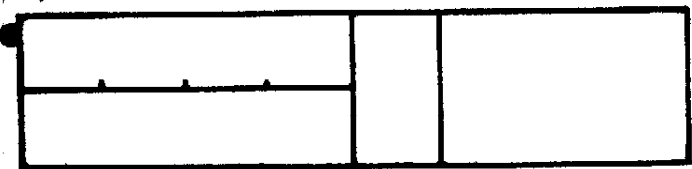
FOR AND ON BEHALF OF
ANCHOR INVESTMENTS LIMITED
 DIRECTOR
 SECRETARY

The Common Seal of
the Mayor, and Burgeses
of the London Borough of
Southwark was hereunto
effixed in the presence
of :-

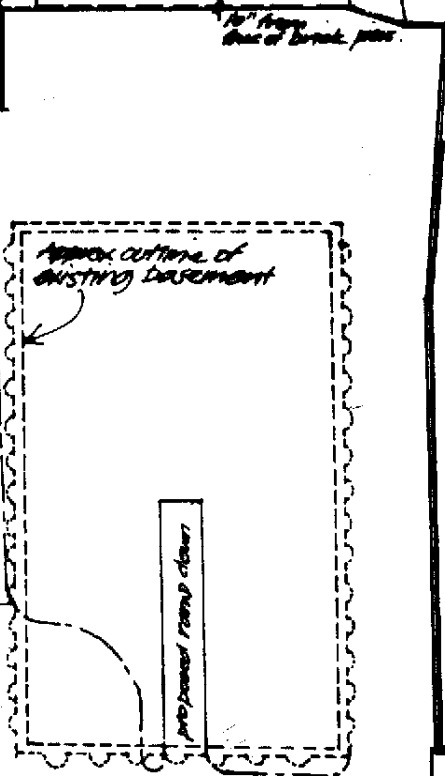
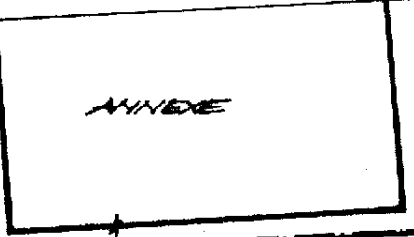
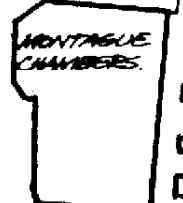
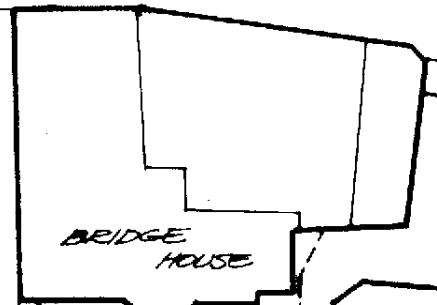
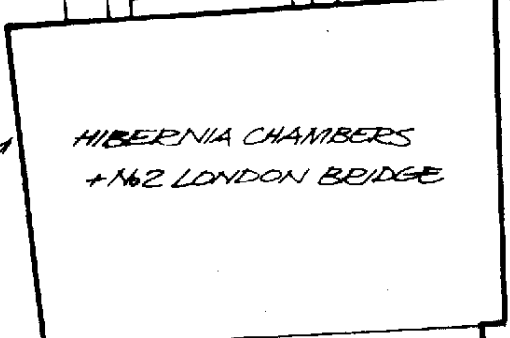

J. B. Parkin

Deputy Assistant Town Clerk.

24861



LONDON BRIDGE



SOUTHWARK CATHEDRAL

4ft from face of stone piers

10' from face of brick pier

Approx outline of existing basement

proposed ramp down

proposed ramp/access

open yard + steps

outline of proposed building

ST MARY OVERY'S DOCK

J.B. Parry

FOR AND ON BEHALF OF ANDROFT INVESTMENTS LIMITED

DIRECTOR

Michael Twigg, Brown & Partners
Chartered Architects

Montague Chambers, Montague Close,
London Bridge, London SE1 9DA. 01-403 3244

BLOCK PLAN FOR SECTION 52 AGREEMENT

NEW HIBERNIA WHARF SE1
1036/1 Plan No 2

The Common Seal of
the Mayor, and Burgesses
of the London Borough of
Southwark was hereunto
affixed in the presence
of :-



Deputy/Assistant Town Clerk.

24861

Please initial
this page where
indicated

purposes of the said Town and Country Planning Act

3. THE Owner hereby agrees to layout or complete the laying out of the land shown coloured red and red hatched black (hereinafter called "the red land") and green and green hatched black (hereinafter called "the green land") and purple and purple hatched black and purple crosshatched black (hereinafter called "the purple land") on the Plan numbered 1 annexed hereto (hereinafter called "the plan") in a manner and with such facilities as is more particularly described on the plan numbered ^{1036/1/42B referred to herein} ~~1 annexed hereto~~ to the reasonable satisfaction of the Council's Director of Development as certified by him in writing such certificate not to be unreasonably withheld or delayed



4. (1) The Owner hereby agrees that within four weeks of the date of the Certificate of the Director of Development referred to in Clause 3 hereof:

(a) it will transfer to the Council and the Council will accept a transfer of the freehold of the red land to be used for Open Space purposes AND in such transfer the rights set out in Part II of the Fourth Schedule hereto shall be reserved and the Council shall covenant to maintain the red land as public open space and such transfer will be subject to all existing rights easements and covenants affecting the land to be transferred and

(b) it will transfer to the Council and the Council will accept or procure the acceptance of a transfer to The Provost and Cathedral Council of the Cathedral and Collegiate Church of St. Saviour and St. Mary Overie Southwark (hereinafter called "the Church") of the freehold of the said land coloured purple and the freehold down to the formation level of the surface finish of the said land coloured purple hatched black and purple cross-hatched black AND in such Transfer

it will grant and reserve the rights set out in Parts I and II of the Fourth Schedule hereto and such Transfer will be subject to all existing rights easements and covenants affecting the land to be transferred and

(c) it will dedicate the surface of the green land to be used as publicly maintained Open Space for the use of the public AND in such dedication the rights set out in Part II of the Fourth Schedule hereto shall be reserved and the Council shall covenant to maintain the green land as Open Space and such Transfer will be subject to all existing rights easements and covenants affecting the land to be transferred

5. IT IS HEREBY AGREED that in the Transfer of the purple land to the Church:

(a) the parties to the Transfer will be the Owner the Council and if applicable the Church

(b) the Transferee will covenant with the Owner and with the Council in accordance with Section 126 of the Housing Act 1974 that:

the Church will keep the gardens forming part of the purple land open to the public at such times and on such days as may be agreed with the Council and keep the same in good order and condition and properly planted rolled or mown and in particular but without prejudice to the generality of the foregoing will maintain and repair the fences and gates along the boundaries thereof

(c) the Transferee will also covenant with the Owner for the benefit of the remainder of the property and any and every part thereof not in any event to construct any buildings on the said land coloured purple hatched black and not to construct any buildings on the said land coloured purple unless the Church complies with conditions

identical to those set out in paragraph 1 (ii) of Part I of the Fourth Schedule hereto which shall apply (mutatis mutandis) to any buildings proposed to be erected on the said land coloured purple

6. APART from Clause 2 of this Agreement nothing contained in this Agreement shall bind the Council to exercise its powers in any way whatsoever under the Act or any other legislation and (save as aforesaid) nothing herein shall be construed as an exercise of such power

7. IT IS HEREBY AGREED that in respect of the transfers of land agreed or proposed herein the National Conditions of Sale shall be deemed to be incorporated with this Agreement and apply to such transfers

8. THE expressions "the Council" and "the Owner" and "the Church" shall include their respective successors in title and assigns

IN WITNESS whereof these presents have been duly executed

THE FIRST SCHEDULE above referred to

(Description of Property)

New Hibernia Wharf Montague Close London SE1 as the same is more particularly delineated on the Plan numbered 2 annexed hereto and thereon edged red

THE SECOND SCHEDULE above referred to

(Particulars of Application to Develop)

The erection of a part four storey and part six storey building for use as offices and sixteen flats together with car parking accommodation and the laying out of public open space in accordance with plans prepared by Michael Twigg Brown and Partners and numbered 1036/1/41B 42B 43A-50A 51A 53B 54A 55A 58

THE THIRD SCHEDULE above referred to

The proposed offices forming part of the development are not to be occupied until the Owner has completed

(1) the laying out of the red land the green land and the purple land in accordance with Clause 4 of this Agreement and

(2) the construction of the flats forming part of the development as evidenced by the Certificate of Practical Completion to be issued by the Owner's Architect

THE FOURTH SCHEDULE above referred to

PART I

Rights to be granted to the Transferee of the Transfer referred to in Clause 4(6) hereof

1. (i) A right of support for the surface of the said land shown coloured purple hatched black to enable the same to be used as gardens only
- (ii) Provided that the Church complies with the undermentioned conditions the right to use the structure of the underground Car Park proposed to be constructed as part of the development as support for buildings proposed to be erected by the Church on the surface of the said land coloured purple cross-hatched black only on the Plan The conditions are as follows:
- (a) The submission to and approval by the Owner's Architect of detailed plans specifications and drawings of any such buildings
- (b) The limiting of any such buildings to a maximum universally Distributed Loading of ~~25KN~~ 25KN per square metre
- (c) The completion of such buildings to be effected to the reasonable satisfaction of the Owner's Architect and causing as little inconvenience as possible and all damage thereby occasioned to be made good by the Church

(d) The obtaining by the Church of all necessary consents from the local planning and other authorities and the full compliance with all the terms and conditions thereof

(e) A full and complete indemnity for the Owner by the Church against any taxes costs claims and proceedings arising out of or in any way connected with the works or the manner of their execution

(f) The payment by the Church of all costs and fees (including Value Added Tax) incurred by the Owner in connection with the said works

2. A right (in common with all other persons entitled to the like right) to the free passage and running of surface water only from the land transferred through the drains which at the date of Transfer are or may at any time during a period of eighty years from the date of the Transfer be laid through the adjoining land of the Owner

PART II

Rightsto be excepted and reserved in the Transfers referred to in Clause 4(a) and (b) and the Deed referred to in Clause 4(c)

All such rights as the Owner may require for the construction and full use and enjoyment of the development and in particular but without prejudice to the generality of the foregoing:

(i) the free passage of running of sewers drains gas water and electricity and other services together with (on reasonable notice except in cases of emergency) ancillary rights of entry for the purposes of inspecting maintaining repairing renewing laying and making connections with the same the person or persons exercising such rights causing as little inconvenience as possible and making good any damage thereby caused

(ii) The right to build or permit buildings to be built on adjoining or neighbouring land or (in the case of the

said land coloured purple hatched black and purple crosshatched black) subjacent land or to use the same or permit the same to be used for any purpose or to carry out any demolition or re-build or alter or permit to be re-built or altered any adjoining or neighbouring or subjacent building notwithstanding any interference thereby occasioned to the access of light or air to the land transferred

(iii) The right for the Owner with servants workmen and others at all reasonable times on giving reasonable notice in writing (or in the case of emergency at any time without notice) to enter into and upon such parts of the said land transferred for the purpose of constructing repairing connecting to cleansing maintaining or renewing any such sewers drains pipes watercourses cables apertures equipment and services or carrying out any alterations or other building works to any buildings constructed on the property receiving subjacent or lateral support from the land transferred the persons exercising such right causing as little disturbance as possible and making good any damage caused

(iv) The right at all times with or without motor vehicles to pass and repass over and along the said land coloured red hatched black, and green hatched black until such time as the same is adopted by the Council as a Public Highway

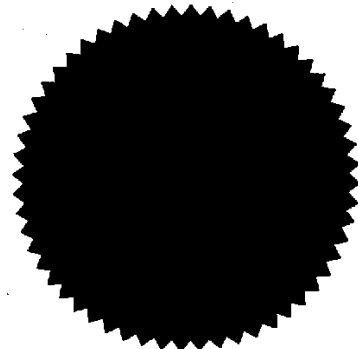
(v) The right at all times with or without motor vehicles to pass and repass over and along the land coloured red cross hatched black

(vi) The right to construct maintain and use the underground pedestrian access ways and equipment chambers leading from the underground Car Park to the development which are or may at any time during a period of eighty years from the date of this Transfer be constructed under the land coloured red and the land coloured red hatched black or any part or parts thereof together with all

necessary rights of support and protection for such underground pedestrian access ways

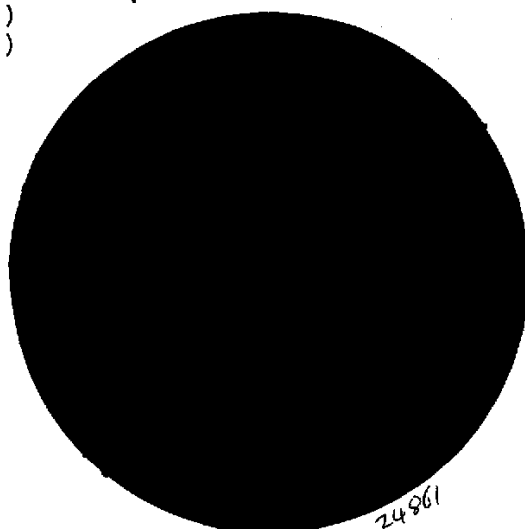
THE COMMON SEAL of ANCROFT)
INVESTMENTS LIMITED was)
hereunto affixed in the)
presence of:-)

[Signature]
Director
[Signature]
Secretary



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

[Signature]
Deputy Town Clerk



24861